

Hearing Date: February 25, 2015 at 10:00 a.m. (Prevailing Eastern Time)  
Objection Deadline: February 2, 2015 at 4:00 p.m. (Prevailing Eastern Time)

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

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In re:	)	Case No. 12-12020 (MG)
	)	
RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,	)	Chapter 11
	)	
Debtors.	)	Jointly Administered
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**RESCAP BORROWER CLAIMS TRUST'S OBJECTION TO CLAIM NO. 4222 FILED  
BY TODD SILBER**



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**TO THE HONORABLE MARTIN GLENN  
UNITED STATES BANKRUPTCY JUDGE:**

The ResCap Borrower Claims Trust (the “Borrower Trust”), established pursuant to the terms of the Chapter 11 plan confirmed in the above captioned bankruptcy cases (the “Chapter 11 Cases”), as successor in interest to the above captioned debtors (collectively, the “Debtors”) with regard to Borrower Claims (as defined below), hereby submits this objection (the “Objection”) seeking to disallow and expunge, without leave to amend, proof of claim no. 4222 (the “Claim”) filed by Todd Silber (the “Claimant”) against Debtor GMAC Mortgage, LLC pursuant to section 502(b) of title 11 of the United States Code (the “Bankruptcy Code”) and Rule 3007(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), on the grounds that the Claim fails to state a basis for liability against the Debtors.<sup>1</sup> The Borrower Trust seeks entry of an order substantially in the form annexed hereto as Exhibit 1 (the “Proposed Order”) granting the requested relief. In support of the Objection, the Borrower Trust submits the declaration of Kathy Priore, Associate Counsel for the ResCap Liquidating Trust (the “Priore Declaration”), attached hereto as Exhibit 2, and the declaration of Norman S. Rosenbaum of Morrison & Foerster LLP, counsel to the Borrower Trust (the “Rosenbaum Declaration”), attached hereto as Exhibit 3.

**PRELIMINARY STATEMENT**

1. The Borrower Trust examined the Claim and the statements and exhibits submitted in support thereof. A copy of the Claim is attached hereto as Exhibit 4. The asserted basis for liability for the Claim is “Civil Suit, District Courts. Violation of

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<sup>1</sup> The Borrower Trust reserves all of its rights to object on any other basis to the Claim not set forth in this Objection, and the Borrower Trust reserves all of its rights to amend this Objection should any further bases come to light.

Truth in Lending. Bank Fraud.” Upon review of the Claim and the Diligence Response (defined herein), the Borrower Trust conducted an exhaustive examination of the Debtors’ books and records to assess the allegations made in the Claim and determined that the Claimant’s allegations of liability have no validity. The Claimant has failed to sufficiently allege how the Debtors’ actions amount to liability for the stated causes of action. Specifically, the Claimant’s breach of contract claim fails due to lack of evidence demonstrating a breach of contract as well as purported damages to the Claimant. The Claimant’s cause of action for breach of the implied covenant of good faith and fair dealing fails because the Claimant does not allege any of the elements for such a cause of action under Connecticut law. In addition, the Claimant’s allegations of robo-signing and forgery also fail because he does not provide any specificity as to what documents were purportedly altered. The Claimant’s allegations under TILA and RESPA are barred by the statute of limitations. Finally, the Claimant’s allegations regarding the Debtors’ purported false representations fail because they do not meet the pleading standards under the Federal Rules of Civil Procedure or under Connecticut law, and the Claimant does not have standing to bring a fraud claim.

2. Prior to the Petition Date, the Debtors attempted to find a workable loss mitigation solution for the Claimant; however, for the reasons described herein, the Claimant was not eligible for any loan modifications. The fact that the Claimant was unable to modify his loan to his satisfaction is not the fault of the Debtors, and the Claimant does not proffer a viable legal theory or sufficient evidence to prove the contrary. Accordingly, for the reasons discussed herein and in the Priore Declaration, the relief sought in the Objection should be granted and the Claim expunged with prejudice.

**JURISDICTION, VENUE, AND STATUTORY PREDICATE**

3. This Court has jurisdiction over this Objection under 28 U.S.C.

§ 1334. This matter is a core proceeding under 28 U.S.C. § 157(b). Venue is proper before this Court under 28 U.S.C. §§ 1408 and 1409.

4. The statutory predicates for the relief requested herein are section 502(b) of the Bankruptcy Code and Bankruptcy Rule 3007(a).

**BACKGROUND**

5. On May 14, 2012, each of the Debtors filed a voluntary petition in this Court for relief under chapter 11 of the Bankruptcy Code. These Chapter 11 Cases are being jointly administered pursuant to Bankruptcy Rule 1015(b).

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

7. On November 9, 2012, the Claimant filed a proof of claim against GMAC Mortgage, LLC (“GMACM”), designated as claim no. 4222 (the “Claim”), asserting a general unsecured claim for “\$30,616.00 plus pending case damages awarded by the courts Connecticut U.S. District 3:12-CV-01087.” See Exhibit A to the Priore Declaration.

8. On March 21, 2013, this Court entered an order approving procedures for the filing of objections to proofs of claim filed in these Chapter 11 Cases [Docket No. 3294] (the “Procedures Order”). The Procedures Order includes specific protections for

Borrowers<sup>2</sup> and sets forth a process for the Debtors to follow before objecting to certain categories of Borrower Claims (the “Borrower Claim Procedures”).

9. The Debtors sent Request Letters to certain Borrowers, including the Claimant, requesting additional documentation in support of their claims. See Priore Declaration ¶ 6. The Request Letters state that the claimant must respond within 30 days with an explanation that states the legal and factual reasons why the claimant believes he is owed money or is entitled to other relief from the Debtors, and the claimant must provide copies of any and all documentation that the claimant believes supports the basis for his claim. The Request Letters further state that if the claimant does not provide the requested explanation and supporting documentation within 30 days, the Debtors may file a formal objection to the claimant’s claim, seeking to have the claim disallowed and permanently expunged. A Request Letter was sent to the Claimant and the Borrower Trust received a response on July 18, 2013, a copy of which is attached to the Priore Declaration as Exhibit B. See Priore Declaration ¶ 6.

10. 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 [Docket No. 6137].

11. The Plan provides for the creation and implementation of the Borrower Trust, which is established for the benefit of Borrowers who filed claims to the extent such

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<sup>2</sup> As used herein, the terms “Borrower” and “Borrower Claims” have the meanings ascribed to them in the Plan (defined below).

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.

### **RELIEF REQUESTED**

12. The Borrower Trust files this Objection, pursuant to Bankruptcy Code section 502(b) and Bankruptcy Rule 3007, and seeks entry of an order, substantially in the form annexed hereto as Exhibit 1, disallowing and expunging the Claim with prejudice from the Claims Register in its entirety.

### **OBJECTION**

13. A filed proof of claim is “deemed allowed, unless a party in interest ... objects.” 11 U.S.C. § 502(a). Section 502(b)(1) of the Bankruptcy Code provides, in relevant part, that a claim may not be allowed to the extent that “such claim is unenforceable against the debtor and property of the debtor, under any agreement or applicable law....” 11 U.S.C. § 502(b)(1). Furthermore, the burden of persuasion once an objection refutes an essential allegation of the claim is on the holder of a proof of claim to establish a valid claim against a debtor by a preponderance of the evidence. Feinberg v. Bank of N.Y. (In re Feinberg), 442 B.R. 215, 220-22 (Bankr. S.D.N.Y. 2010).

**A. Background Facts**

Origination and Servicing

14. On November 20, 2008, non-Debtor Norwich Commercial Group, Inc., d/b/a Norcom Mortgage (“Norcom”) originated a loan to the Claimant in the amount of \$236,823 (the “Loan”), evidenced by a note (the “Note”) and secured by a mortgage (the “Mortgage”) on property located at 73 Farnham Road, South Windsor, CT 06074 (the “Property”). Copies of the Note and the Mortgage are attached to the Priore Declaration as Exhibit C and Exhibit D, respectively. Non-Debtor GMAC Bank purchased the Loan from Norcom and subsequently transferred its interest to Debtor GMAC Mortgage, LLC (“GMACM”). GMACM transferred its interest in the loan to Government National Mortgage Association (“Ginnie Mae”).<sup>3</sup> See GMACM Assignment, attached to the Priore Declaration as Exhibit F.

15. GMACM serviced the loan from the time it was originated on November 20, 2008 until servicing of the loan was transferred to Ocwen Loan Servicing, LLC (“Ocwen”) on February 16, 2013. See Priore Declaration ¶ 8. The Mortgage was assigned to Ocwen on April 18, 2014 and Ocwen assigned the Mortgage to Everbank on April 30, 2014. See Ocwen Assignment, attached to the Priore Declaration as Exhibit G. On April 30, 2014, Ocwen assigned the Mortgage to Everbank. See Priore Declaration ¶ 8.

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<sup>3</sup> Ginnie Mae loans are held in the name of the servicer until the loan is foreclosed.



16. At the time servicing was transferred to Ocwen, the Claimant had not made a mortgage payment since July 30, 2010 and the loan was past due for the December 1, 2009 payment.<sup>4</sup> See Priore Declaration ¶ 9.

17. On January 9, 2009, Claimant contacted the Debtor over the phone saying that he had not received a welcome letter from the Debtors. See Priore Declaration ¶ 10. The Debtors advised the Claimant that the letter was sent on December 28, 2008 and explained that a late charge will not be assessed on the account if payment is not received on time. See id.

18. On December 4, 2009, the Claimant spoke with the Debtors via phone and the Debtors advised the Claimant of the website where he could download a financial workout package. On or around December 18, 2009, the Claimant submitted a workout package for loan modification review. See Priore Declaration ¶ 11. The Claimant submitted additional workout documents on January 12, 2010. See id. On January 13, 2010, the loan modification was denied due to insufficient income because the Claimant's debt-to-income ratio was too high and the Debtors were not able to lower his mortgage payment to meet modification guidelines. See id. On January 13, 2010, the Debtors mailed the Claimant a letter informing him of the denial. See id. The Debtors also informed the Claimant of the modification denial via phone on January 19, 2010. See id.

19. On or around January 29, 2010, the Claimant submitted a second workout package. However, this workout package was missing an unemployment letter that

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<sup>4</sup> The final payment received satisfied the November 1, 2009 payment, leaving the account due for December 1, 2009.

provided an end date for the Claimant's unemployment benefits.<sup>5</sup> See January 2010 Workout Package, attached to the Priore Declaration as Exhibit H. On February 8, 2010, the Debtors advised the Claimant via phone that he needed to provide an unemployment letter that included an end date of benefits for the modification review to continue.<sup>6</sup> See Priore Declaration ¶ 12. The Debtors also sent a missing items letter to the Claimant on February 11, 2010 advising him of the missing document needed for the loan modification review to continue. See id.

20. On or around February 15, 2010, the Claimant submitted information from the Massachusetts Division of Unemployment. However, the information did not confirm the unemployment payments would continue for nine months from the effective date of the modification.<sup>7</sup> See February 15 Unemployment Information, attached to the Priore Declaration as Exhibit I. On February 25, 2010, the loan modification was denied due to insufficient income, as the Claimant did not provide documentation that his unemployment income would continue for at least nine months. See id. The Debtors mailed a denial letter to the Claimant on February 25, 2010 and also informed the Claimant of this denial via phone on March 1, 2010. See Priore Declaration ¶ 13.

21. On or around March 8, 2010, the Claimant contacted the Debtors via phone and advised them that he received an extension of seventeen weeks for

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<sup>5</sup> The January 2010 Workout Package contained a letter demonstrating 15 weeks of unemployment income, as well as a written statement by the Claimant that asserted that his unemployment benefits would be extended to one year. However, the Claimant did not provide any evidence to support this assertion.

<sup>6</sup> Under HAMP Guidelines, unemployment income may only be considered if there is evidence it will continue for at least nine months. See Home Affordable Modification Program Guidelines, attached to the Priore Declaration as Exhibit T, p. 6-8.

<sup>7</sup> Rather, the information provided by the Claimant demonstrated that the Claimant's unemployment income would continue for only 29 weeks.

unemployment, followed by another twenty. See Priore Declaration ¶ 14. Based on this new information, the Debtors opened up another modification review even though the Claimant did not provide written confirmation of the unemployment extension. See id.

22. On or around March 15, 2010, even though the Debtors had not received a confirmation of the unemployment extension, the Debtors reviewed the account for a modification based on the unemployment income provided verbally by the Claimant. See Priore Declaration ¶ 15. The account was denied a loan modification due to insufficient income because the debt to income ratio exceeded the HAMP program limits.<sup>8</sup> See id. The Debtors spoke with the Claimant via phone on March 25, 2010 and advised the Claimant of the denial. See id.

23. On or around April 2, 2010, the Claimant spoke with the Debtors over the phone and told them he had a tenant moving in that would provide \$500 a month in rental income. See Priore Declaration ¶ 16. The Debtors advised the Claimant that he could submit a new financial workout package with updated financials and the lease agreement and then the Debtors could re-review for a modification.<sup>9</sup> See id. The Debtors also advised the Claimant that he needed to provide documentation evidencing that his unemployment income would last at least nine months. See id.

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<sup>8</sup> Based on unemployment benefits of \$3,542.50, the account was denied because even with the available modification the Claimant's debt-to-income ratio would still be 65%.

<sup>9</sup> The Debtors informed the Claimant that only 75% of the rental income could be taken into account, per federal guidelines.

24. On or around April 5, 2010, the Claimant submitted a third workout package for modification review.<sup>10</sup> See April 2010 Workout Package, attached to the Priore Declaration at Exhibit J. On or around April 12, 2010, the Claimant's account was denied a loan modification due to insufficient income because Claimant's income did not show affordability for the property.<sup>11</sup> See Priore Declaration ¶ 17. The Debtors sent a letter to the Claimant on April 12, 2010 advising him of the denial on April 12, 2010. See id.

25. On April 30, 2010, the Debtors mailed a letter to the Claimant advising him of the bases for the modification denials, and stating that he should contact the Debtors if he is interested in a six month forbearance plan (the "Forbearance Plan") that would permit him to make payments of \$995.40 (half the contractual payment amount). See April 30 Letter, attached to the Priore Declaration as Exhibit K. On May 10, 2010, the Claimant spoke with the Debtors via phone and stated his interest in the Forbearance Plan. See Priore Declaration ¶ 18. During the call, the Debtors advised the Claimant that a new workout package would need to be received during the period of the Forbearance Plan and that if the loan was not approved for a permanent modification normal foreclosure proceedings would continue. See id.

26. On May 10, 2010, the account was approved for a Forbearance Plan. See Priore Declaration ¶ 19. The Forbearance Plan allowed the Claimant to make reduced payments for up to six months. See id. The Forbearance Plan agreement was mailed to the

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<sup>10</sup> This package still did not include any documentation evidencing that the unemployment income would last at least nine months. It did include evidence of \$500 a month in rental income.

<sup>11</sup> Because the Claimant had not provided the Debtors with documentation showing that his unemployment income would last at least nine months, the only income they were able to use was the rental income, which was not enough to support a loan modification.

Claimant and approved, thereby allowing the Claimant to make payments on the first of the month from June 1 through November 1, 2010. See id. On May 23, 2010, the Claimant signed the Forbearance Plan agreement and returned the agreement to the Debtors. See id.

27. On June 28, 2010, the Debtors mistakenly returned the Claimant's first payment under the Forbearance Plan. See Priore Declaration ¶ 20. On July 1, 2010, the Debtors spoke with the Claimant over the phone and advised him that the payment was improperly rejected and that the Debtors will watch the account to ensure the Forbearance Plan is not cancelled. See id. The Debtors accepted the payment sent by Claimant on July 6, 2010, correcting the error of the returned payment and bringing the account current. See id.

28. On or around November 11, 2010, the Debtors sent a workout package to the Claimant, as the Debtors had not received a workout package during the period of the Forbearance Plan as required. See Priore Declaration ¶ 21.

29. On or around January 3, 2011, the Claimant submitted a fourth workout package for modification review. See January 2011 Workout Plan, attached to the Priore Declaration as Exhibit L.

30. On or around January 14, 2011, a traditional modification was denied due to insufficient income. See Priore Declaration ¶ 23.

31. On or around January 19, 2011, an FHA HAMP modification was denied due to insufficient income. See Priore Declaration ¶ 24.

32. On or around May 31, 2011, the Debtors received an email from an attorney asking if the Debtors would allow the Claimant to reinstate the account at a lesser amount. See Priore Declaration ¶ 25. The Debtor advised that it would waive late charges and inspection fees totaling \$1,591.72 and would reinstate the loan if the Claimant brought the account current. See id. However, Claimant did not bring the account current, and as a result, the Debtors could not reinstate the loan. See id.

33. On August 25, 2011, the Debtors provided the Connecticut Housing Finance Authority (“CHFA”) with a quote for the amount needed to reinstate the loan in order for it to qualify the Claimant for the Emergency Homeowners’ Loan Program (EHLP). See Priore Declaration ¶ 26. This included 20 past due payments of \$1,990.80 each, the payment due for September 1, 2011 (\$1,990.80), inspection fees of \$112.50, advances of \$1,577.30, and outstanding foreclosure advances of \$1,991.00, as well as a deduction for an unapplied credit on the account of \$1,750.80, for a total of \$43,736.80. See id. On September 22, 2011, the Claimant’s application under EHLP was denied because “[t]he maximum loan amount available is insufficient to reinstate the current mortgage and provide the monthly assistance required for a minimum of six months. The applicants’ current aggregate household income is insufficient to cover the housing expense after reinstatement.” See Statement of Credit Denial, Termination, or Change, attached as Exhibit J to Motion to Re-Argue (defined below).

34. On or around February 23, 2012 and March 8, 2012, the Debtors sent letters to the Claimant informing him of loan modification options. See Priore Declaration ¶ 27. On March 9, 2012, the Debtors mailed the Claimant a letter offering a meeting with a HOPE representative to discuss possible workout options. See id. The Debtors’ records do

not show that any meeting between a HOPE representative and the Claimant occurred. See id.

35. On or around March 9, 2012, the Claimant submitted a fifth workout package for review. See March 2012 Workout Package, attached to the Priore Declaration as Exhibit M. The account was reviewed for a traditional modification and was denied on March 29, 2012 due to there being insufficient income to support a modification. See Priore Declaration ¶ 28.

36. On or around April 2, 2012, the Claimant's account was denied a FHA HAMP modification because the length of the delinquency exceeded the FHA HAMP guidelines.<sup>12</sup> See Priore Declaration ¶ 29. The Debtors advised the Claimant of the denial over the phone on or around April 9, 2012. See id.

#### Foreclosure Action and Mediation

37. On or around March 19, 2010, the Claimant's account was referred to foreclosure. See Priore Declaration ¶ 30. At the time, the account was due for November 2009 through March 2010 payments. See id. On or around March 31, 2010, the Debtors commenced a judicial foreclosure action in the Superior Court of the Judicial District of Hartford, Connecticut (the "Superior Court"). See Superior Court Docket, attached to the Priore Declaration as Exhibit N. On May 10, 2010, the Superior Court ordered the Debtor and the Claimant to participate in mediation on June 1, 2010. See id.

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<sup>12</sup> At the time of the denial, the Claimant's loan was 28 months delinquent. Under HAMP FHA guidelines, a modification cannot be granted if the delinquency exceeds twelve months.

38. After three continuances, the mediation was held on December 20, 2010.<sup>13</sup> See Priore Declaration ¶ 31. According to the Debtors' servicing notes, prior to this session, the Claimant was unwilling to provide an updated workout package for modification review. See id. A follow up mediation was scheduled for January 25, 2011 to allow the Claimant time to submit updated financials to the Debtors for review.

39. On January 25, 2011, another mediation session was held. See Priore Declaration ¶ 32. As noted in ¶¶ 30-31 *supra*, the Claimant was denied a modification in January 2011 due to insufficient income. A follow up mediation session was scheduled for February 25, 2011 to allow the Claimant time to obtain employment and submit a complete workout package for review. See id.

40. On February 25, 2011, another mediation session was held. See Priore Declaration ¶ 33. A follow up session was scheduled for March 22, 2011 to allow the Claimant time to request a modification review. See id. On March 22, 2011, the mediation was terminated, as the Debtors were unable to provide the Claimant with a loan modification, as detailed in ¶¶ 18-36 *supra*. See id.

41. On April 6, 2011, the Claimant filed an Answer and Special Defenses and filed an Amended Answers, Special Defenses, and Counterclaims on May 2, 2011. See Superior Court Docket. On October 14, 2011, the Debtors filed a motion for summary judgment (the "Summary Judgment Motion"). See Superior Court Docket.

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<sup>13</sup> The mediation was continued three times for various reasons, including that the Claimant's mother was ill.



42. On December 27, 2011, the Superior Court entered a *Memorandum of Decision Motion for Summary Judgment* (the “Summary Judgment Decision”), a copy of which is attached to the Priore Declaration as Exhibit O. The Summary Judgment Decision granted the Motion for Summary Judgment, finding that the Debtors provided sufficient proof that the Claimant defaulted on the Note and the Debtors were entitled to foreclose on the real property. The Claimant filed a motion to re-argue the Summary Judgment Decision on January 17, 2012. See Motion to Re-Argue, attached to the Priore Declaration as Exhibit P. The Superior Court denied that motion on February 17, 2012. See Superior Court Docket. The Claimant did not appeal the Summary Judgment Decision. See id.

43. Judgment of strict foreclosure was then entered on June 12, 2012 (the “Foreclosure Judgment”). See Superior Court Docket.

44. On June 8, 2012, the Claimant filed a lawsuit against GMACM in the Superior Court (the “Lawsuit”). On July 26, 2012, the Lawsuit was removed to the United States District Court for the District of Connecticut, case number 12-cv-01087. See District Court Docket, attached to the Priore Declaration as Exhibit Q.

45. On June 26, 2012, the Debtors moved to open and vacate the Foreclosure Judgment due to the Claimant filing the Lawsuit, which the Superior Court granted on July 9, 2012. See id. A mediation session was scheduled for August 9, 2012 and a follow up was set for September 18, 2012. However, the mediation was cancelled on September 18, 2012 because the Claimant failed to attend the session. See Final Mediator’s Report, attached to the Priore Declaration as Exhibit R; see also Priore Declaration ¶ 38. At the time servicing of the Loan was transferred to Ocwen, while the account was due for the

December 2009 payment, no new foreclosure action had been filed. See Priore Declaration ¶ 38.

46. On August 31, 2012, the Claimant filed an amended complaint (the “Amended Complaint”). See Amended Complaint, attached to the Priore Declaration as Exhibit S. In the Amended Complaint, the Claimant asserts causes of action for breach of contract, “breach of covenant to bargain in good faith and fair dealing/failure to bargain in good faith,” “bank fraud and robo-signing,” “violation of truth in lending act, U.S. code, and unfair business practices,” and “wrongful foreclosure procedures.” See id. This lawsuit was stayed by the District Court pending the outcome of the Debtors’ bankruptcy case.

## **B. Legal Argument**

### *Breach of Contract*

47. To state a cause of action for breach of contract in Connecticut, the plaintiff must show: “the formation of an agreement, performance by one party, breach of the agreement by the other party, and damages.” See Tatum v. Oberg, 650 F. Supp. 2d 185, 192 (D. Conn. 2009) (citing Rosato v. Mascardo, 844 A.2d 893, 897 (Conn. App. Ct. 2004)) (stating the law in Connecticut).

48. The Claimant alleges a cause of action for breach of contract under two theories, including (i) the failure to modify his loan and (ii) the wrongful termination of his Forbearance Plan and misapplication of his forbearance payments. For the reasons stated below, none of these allegations support a cause of action for breach of contract.

Failure to Modify

49. The Claimant alleges that the “Note states that under circumstances during foreclosure the defendant is bound and limited to HUD guidelines and regulations and has failed to do so” by not providing him with a loan modification. See Complaint, ¶ 8. As an initial matter, there is nothing in the Note that requires the Debtors to modify a loan, even if the borrower qualifies. See Note; see also Chance v. Torrington Savs. Bank Mortg. Servicing Co., Case No. WWM-CV-115005691S, 2013 WL 951266, at \*4 (Conn. Feb. 13, 2013) (where neither the note nor the mortgage deed required the lender to modify the loan, the plaintiff did not demonstrate that the lender owed the borrower a contractual obligation to modify). As a result, the Claimant has not shown that he is party to a contract with the Debtors that requires the Debtors to provide him with a loan modification.<sup>14</sup>

50. Additionally, even if the Claimant was a party to a contract with the Debtors that required the Debtors to modify his loans if he met HAMP guidelines, the Debtors would not have breached that contract because the Claimant did not meet the guidelines. Under HAMP guidelines, the Debtors could not consider the Claimant’s unemployment income when reviewing him for a modification unless they had proof that the income would last at least nine months. See HAMP Guidelines, p. 6-8. Although the Claimant submitted proof that he was receiving unemployment income, he never provided

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<sup>14</sup> While the Debtors did enter into voluntary commitments to the government to modify loans that qualified for the HAMP program (known as Server Provider Agreements or SPAs), and to investors if the borrowers met the investor guidelines for modification), those agreements were between GMACM and the government (or the investor). Such agreements did not create a contract with borrowers nor contemplate borrowers, such as the Claimant, to be third party beneficiaries of such agreements. See Gorbaty v. Wells Fargo Bank, NA, Case No. 10-CV-329 (NGG)(SMG) 2012 WL 1372260, at \*15 (E.D. New York, Apr. 18, 2012) (“With very few exceptions, almost all federal courts to have addressed this precise issue have rejected borrowers’ claims to enforce the Servicer Participation Agreements as third party beneficiaries.”) (citing case); see also Thomas v. JPMorgan Chase & Co., 811 F. Supp. 2d 781, 797 (S.D.N.Y. 2011) (“Plaintiffs cannot enforce the provisions of the SPA between JP Morgan and Fannie Mae.”)

any proof that said income would be available to him for at least nine months. See January 2010 Workout Package and February Unemployment information, attached to the Priore Declaration as Exhibit H and Exhibit I, respectively. As a result, the Claimant has not shown that he qualified for a loan modification under the HAMP guidelines, and therefore has not demonstrated how the Debtors breached the purported contract.

#### The Forbearance Plan

51. The Claimant appears to also allege a cause of action for breach of contract because the Debtors wrongfully terminated the Forbearance Plan and failed to apply payments pursuant to said agreement. See Complaint ¶¶ 10-11. As noted in ¶ 27 *supra*, the Debtors accidentally returned the Claimant's payment under the Forbearance Plan on June 28, 2010. However, the Debtors corrected the mistake by accepting the Claimant's July 2010 payment and resetting the plan on the account. Because of this, the Claimant cannot show that the Forbearance Plan was cancelled nor that he was damaged by the alleged cancellation. Likewise, the Claim does not contain any allegations of damages related to the purported cancellation/misapplied payment. As a result, the Claimant has failed to state a claim for breach of contract related to the Debtors' actions with regard to the Forbearance Plan.

#### *Breach of the Covenant to Bargain in Good Faith and Fair Dealing*

52. In the Complaint, the Claimant also asserts a cause of action for "Breach of Covenant to bargain in good faith and fair dealings/Failure to bargain in good faith." The Borrower Trust was unable to find such a cause of action under Connecticut

law. Nevertheless, the Borrower Trust reviewed the claim under a theory of breach of the implied covenant of good faith and fair dealing.

53. In Connecticut, to assert a cause of action for a breach of the implied covenant of good faith and fair dealing, a plaintiff must show: “First, the plaintiff and the defendant were parties to a contract under which the plaintiff reasonably expected to receive certain benefits; second, that the defendant engaged in conduct that injured the plaintiff’s right to receive some or all of those benefits; and third, that when committing the acts by which it injured the plaintiff’s right to receive benefits he reasonably expected to receive under the contract, the defendant acted in bad faith.” Franco v. Yale Univ., 238 F. Supp. 2d 449, 455 (D. Conn. 2002) (citing, Fairfield Fin. Mortg. Grp., Inc. v. Salzar, Case No. CV00339752S, 2002 WL 1009809, at \*3 (Conn. Super. Apr. 23, 2002).

54. Here, the Plaintiff alleges that the Debtors failed to follow HUD guidelines when reviewing him for a loan modification, and as a result he was wrongfully denied for said loan modification. See Complaint, ¶¶ 16-17. However, as discussed in ¶¶ 18-36 *supra*, the Debtors denied the Claimant’s request for a loan modification because the Claimant did not meet the guidelines. As a result, the Claimant cannot show that he reasonably expected to receive the benefit of a loan modification, and therefore cannot allege a cause of action for a breach of the implied duty of good faith and fair dealing.

55. Additionally, the Claimant alleges that the Debtors breached their implied duty of good faith and fair dealing during the mediation process, and that the Debtors did not provide the Claimant with required documents during the mediation sessions. While courts in Connecticut recognize a good faith requirement with regard to

court-ordered mediation, courts have interpreted good faith during court ordered mediation narrowly to require compliance with orders to attend mediation and, in some cases, produce a representative with sufficient settlement authority. Considerations of confidentiality preclude a court from looking into the level of a party's participation. See 456Corp. v. United Natural Foods, Inc., No. 09-CV-1983-JBA, 2011 WL 5930467, at \*6 (D. Conn. Nov. 29, 2011). It is a "well-settled" doctrine that a court cannot force a party to settle, [and] . . . a party is within its rights to adopt a 'no-pay' position." See id. (citation omitted) "The general rule is that evidence of an attempted settlement is not admissible against either party to the settlement negotiations." Miko v. Comm'n on Human Rights & Opportunities, 59 A.2d 396, 405 (Conn. 1991) (citation omitted).

56. As discussed in ¶¶ 38-40 *supra*, the Debtors actively participated in mediation with the Claimant, attending a total of four mediation sessions with the Claimant, and the Debtors made numerous attempts during this time to qualify the Claimant for a loan modification and avoid foreclosure. However, due to the Claimant's unemployment, the Debtors were not able to approve the Claimant for a viable loan modification option. Additionally, the mediation was terminated in 2012 because the Claimant did not attend the session, as required by the court. As to the Claimant's conclusory allegations that the Debtors did not provide him with required documents during the mediation, the Claimant fails to allege with any specificity what documents the Debtors did not provide to him, as well as the obligation the Debtors had to provide such documents. As a result, the Claimant has failed to show that the Debtors acted in bad faith during the mediation process.

57. Finally, the Claimant alleges that the Debtors "provided inaccurate financial figures and information to CHFA, resulting in a denial of the EHLP program."

See Complaint, ¶ 16. While the Claimant does not specify in the Complaint what these “inaccurate financial figures” were, the Debtors believe this is the same allegation that was made by the Claimant in the Motion to Re-Argue. There, the Claimant alleged that the amount of arrearages past due provided by the Debtors to CHFA was inaccurate, as there was an alleged discrepancy between that amount and a calculation made by the Claimant based on figures provided by the Debtors to the court. See Motion to Re-Argue p. 2. However, as discussed in ¶ 33 *supra*, the amount provided to CHFA was accurate, as it was the amount that was needed to reinstate the account.<sup>15</sup> As a result, the Claimant has failed to demonstrate that the Debtors breached the covenant of good faith and fair dealing with respect to the figures it provided to CHFA.

*Allegations of Robo-Signing and Altering Documents*

58. The Claimant alleges that the Debtors engaged in “robo-signing” with regard to his documents. See Complaint ¶ 22. The Claimant supports these allegations by saying that the Debtors robo-signed documents in the past, but makes no specific factual allegations that such action was taken in this case. The Claimant cannot claim to be harmed by the Debtors alleged robo-signing in other cases. The Claimant needs to provide evidence that the alleged conduct occurred with regard to his loan documents. As the Claimant has offered no such evidence, he has not met his burden of showing any wrongdoing by the Debtors with regard to his loan documents. Additionally, the Claimant has failed to show

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<sup>15</sup> The figures provided to the court itemized the amount necessary to pay off the loan entirely. Because these figures did not separate the unpaid principal payments that would need to be paid in order to bring the account current, the Claimant did not include this amount in his calculation, which explains how he reached a lower amount.

how the purportedly robo-signed documents caused him harm, as the foreclosure on his home was never completed.

59. The Claimant alleges that the Debtors presented an altered note during his foreclosure proceeding. However, this conclusory allegation is not supported by evidence of the alleged alteration, or even a specific allegation as to what has been altered. Additionally, the Claimant has failed to show how the purported altered note has damaged him, as the foreclosure on his home was never completed.

*Violations of TILA and RESPA*

60. The Claimant further alleges that the Debtors are liable under the Truth in Lending Act (TILA). Specifically, the Claimant alleges that he never received a truth-in-lending statement for his mortgage contract, the Debtors never provided him “proper documentation that it was the legal servicer of the mortgage or that it was acquiring said mortgage” and the Debtors never provided the Claimant with a “Welcome/Hello Letter.”

61. With regard to the allegation that the Claimant never received a truth in lending statement for his mortgage contract, the Debtors’ records demonstrate that he was provided such a disclosure during the origination of his loan, as evidenced by a truth in lending statement signed by the Claimant dated November 20, 2008. See Truth in Lending Statement, attached to the Priore Declaration as Exhibit E. Furthermore, TILA has a one year statute of limitations that runs from the date of the alleged violation. See 15 U.S.C. § 1640(e). The alleged failure to provide the disclosure would have occurred during the origination of the Claimant’s loan in November 2008, and the Claimant did not file his



Complaint until August 31, 2012, nearly four years after the origination of the loan. As a result, the Claimant is barred by the statute of limitations with regard to his TILA claim.

62. The Claimant also alleges that the Debtors violated TILA when he did not receive a “Hello” letter from the Debtors when servicing of the loan was transferred on November 20, 2008. The Debtors’ records show that the Claimant was sent a Hello Letter on December 28, 2008. See Priore Declaration ¶ 10.

63. However, even if the Claimant did not receive a Hello Letter, he has not demonstrated the Debtors have any liability for this allegation. The Claimant does not allege what specific provision of TILA was violated by not providing the Hello Letter, and the Debtors are not aware of such a provision. The Real Estate Settlement Procedures Act (RESPA) requires that a servicer provide a borrower with a notice of transfer of servicing of their loan, see 12 U.S.C. § 2605(b)(1). However, the assertion of a cause of action under RESPA requires a demonstration that the Claimant incurred actual damages as a result of the violation, which the Claimant has not alleged, and given that he was clearly aware that servicing had been transferred to the Debtors during his conversation with the Debtors on January 9, 2009, he cannot allege any damages. Furthermore, a cause of action under 12 U.S.C. § 2605 is barred by a three year statute of limitations that runs from the date of the violation. See 12 U.S.C. § 2614. Since the alleged violation occurred on November 20, 2008 when servicing of the Loan was transferred to the Debtors, the statute of limitations had expired when the Claimant filed the Complaint in August of 2012.

64. As a result, the Claimant has failed to allege a cause of action under either TILA or RESPA, and even if he had, such cause of action would be barred by the statute of limitations.

*False Representations*

65. Throughout the Complaint, the Claimant alleges that the Debtors made “false representations of fact” to various entities, including the Superior Court and the Court appointed mediator.” See Complaint, ¶¶ 18-22. False Representation does not exist as a cause of action under the laws of Connecticut, and therefore, it is not clear what cause of action the Claimant is attempting to allege. The Borrower Trust treated the Claimant’s allegations as either asserting a claim for defamation or fraud against the Debtors. However, these allegations are mere conclusory allegations of false representation that do not specify the contents of the false representations, and therefore fail to meet the pleading standards necessary to allege defamation or fraud.

66. In Connecticut, in order to plead a cause of action for defamation, the plaintiff “must demonstrate that: (1) [the defendant] published a defamatory statement; (2) this defamatory statement identified [the plaintiff] to a third person; (3) this defamatory statement was published to a third person; and (4) plaintiff’s reputation suffered injury as a result of the defamatory statement.” Devone v. Finley, Case No. 3:13-CV-00377(CSH), 2014 WL 1153773, at \*8 (D. Conn. Mar. 20, 2014) (citation omitted). “When claiming defamation, certainty is required in the allegations as to the defamation and as to the person defamed; a complaint for defamation must, on its face, specifically identify what alleged defamatory statements were made, by whom, and to whom.” Crosby v. HSBC N. Am.

Holdings, Inc., Case No. CV06500378S, 2008 WL 2930188 (Conn. Super. Ct., June 30, 2008) (citation omitted).

67. Here, the Claimant has merely made conclusory statements that “false representations” were made, without specifying what these false representations were. As a result, he has failed to meet his burden of proof with regard to any claim for defamation.

68. To establish a cause of action for fraud in Connecticut, the Claimant would need to allege “(1) a false representation was made as a statement of fact; (2) it was untrue and known to be untrue by the party making it; (3) it was made to induce the other party to act upon it; and (4) the other party did so act upon that false representation to his injury. ... [T]he party to whom the false representation was made must claim to have relied on that representation and to have suffered harm as a result of the reliance.”

See Simms v. Seaman, 69 A.3d 880 (Conn. 2013) (citation omitted).

69. Federal Rule of Civil Procedure 9(b) states: “In alleging fraud or mistake, a party must state with particularity the circumstances constituting fraud or mistake. Malice, intent, knowledge, and other conditions of a person’s mind may be alleged generally.” Fed. R. Civ. P. 9(b).

70. Courts have interpreted Rule 9(b)’s particularity requirement as requiring the plaintiff to “allege the time and place of the fraud, the contents of the false representation and the identity of the people making the false representations.” Int’l Union, United Auto., Aerospace & Agric. Implement Workers of Am., U.A.W., Local 1500, v. Bristol Brass Co., Civ. No. H-87-980 (PCD), 1988 WL 235669 (D. Conn. July 18, 1988) (citation omitted). Here, the Claimant does not even allege what the purported

misrepresentations were, let alone who made them. Therefore, he has failed to plead fraud with particularity as required by Rule 9(b).

71. Additionally, the Claimant does not have standing to bring a cause of action of fraud, because the alleged false representations were not purportedly made to Claimant, but to third parties, and therefore, the Claimant cannot show that he relied on these purported false statements. See Devone v. Finley, 2014 WL 1153773, at \*4.

72. In sum, the Claim patently fails to link any Debtor to any action or inaction upon which liability for the Claim could be based. If the Claim is not disallowed and expunged in its entirety, the Claimant may potentially receive a wholly improper recovery to the detriment of the Borrower Trust's beneficiaries. Accordingly, the Borrower Trust requests that the Court disallow and expunge the Claim in its entirety. Further, the Borrower Trust reserves the right to object on any other basis to the Claim should the Court not grant the relief requested herein.

### **NOTICE**

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

### **CONCLUSION**

WHEREFORE, the Borrower Trust respectfully requests entry of the Proposed Order granting the relief requested herein and such other and further relief as this Court may deem proper.

Dated: January 12, 2015  
New York, New York

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

*Counsel for the ResCap Borrower Claims Trust*

**Hearing Date: February 25, 2015 at 10:00 a.m. (Prevailing Eastern Time)**  
**Objection Deadline: February 2, 2015 at 4:00 p.m. (Prevailing Eastern Time)**

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Norman S. Rosenbaum  
Jordan A. Wishnew  
Jessica J. Arett

*Counsel for the ResCap Borrower  
Claims Trust*

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

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

**NOTICE OF RESCAP BORROWER CLAIMS TRUST'S  
OBJECTION TO CLAIM NO. 4222 FILED BY TODD SILBER**

**PLEASE TAKE NOTICE** that the undersigned has filed the attached *ResCap Borrower Claims Trust's Objection to Claim No. 4222 Filed by Todd Silber* (the "**Objection**").

**PLEASE TAKE FURTHER NOTICE** that a hearing on the Objection will take place on **February 25, 2015 at 10:00 a.m. (Prevailing Eastern Time)** before the Honorable Martin Glenn, at the United States Bankruptcy Court for the Southern District of New York, Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004-1408, Room 501 (the "**Bankruptcy Court**").

**PLEASE TAKE FURTHER NOTICE** that responses, if any, to the Objection must be made in writing, conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Notice, Case Management, and Administrative Procedures approved by the Bankruptcy Court [Docket No. 141] and the Claims Procedures Order [Docket No. 3294], be filed electronically by registered users of the Bankruptcy Court's electronic case filing system, and be served, so as to be received no later than **February 2, 2015 at 4:00 p.m. (Prevailing Eastern Time)**, upon (a) the Chambers of the Honorable Martin Glenn, United States Bankruptcy Court for the Southern District of New York, Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004-1408; (b) counsel to the ResCap Borrower Claims Trust, Morrison & Foerster LLP, 250 West 55th Street, New York, NY 10019 (Attention: Norman S. Rosenbaum, Jordan A. Wishnew and Jessica J. Arett); (c) the Office of the United States Trustee for the Southern District of New York, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, NY 10014 (Attention: Linda A. Riffkin and Brian S. Masumoto); (d) The ResCap Liquidating Trust, Quest Turnaround Advisors, 800 Westchester Avenue, Suite S-520, Rye Brook, NY 10573 (Attention: Jeffrey Brodsky); (e) The ResCap Borrower Claims Trust, Polsinelli PC, 900 Third Avenue, 21<sup>st</sup> Floor, New York, NY 10022 (Attention: Daniel J. Flanigan); and (f) Todd Silber, 73 Farnham Road, South Windsor, CT 06074.

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

Dated: January 12, 2015  
New York, New York

/s/ Norman S. Rosenbaum  
Norman S. Rosenbaum  
Jordan A. Wishnew  
Jessica J. Arett  
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**

**Proposed Order**

**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

**ORDER GRANTING THE RESCAP BORROWER CLAIMS TRUST’S OBJECTION  
TO CLAIM NO. 4222 OF TODD SILBER**

Upon the *ResCap Borrower Claims Trust’s Objection to Claim No. 4222* filed by *Todd Silber* (the “Objection”), of the ResCap Borrower Claims Trust (the “Borrower Trust”) as successor to Residential Capital, LLC, and its affiliated debtors and debtors in possession (collectively, the “Debtors”) with respect to Borrower Claims, seeking entry of an order, pursuant to section 502(b) of title 11 of the United States Code (the “Bankruptcy Code”), Rule 3007(d) of the Federal Rules of Bankruptcy Procedure, and this Court’s order approving procedures for the filing of omnibus objections to proofs of claim [Docket No. 3294] (the “Procedures Order”), disallowing and expunging the proof of claim no. 4222 (the “Claim”) on the basis that the Debtors have no liability with respect to the Claim; and it appearing that this Court has jurisdiction to consider the Objection pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Objection and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Objection having been provided, and it appearing that no other or further notice need be provided; and upon consideration of the Objection, the *Declaration of Kathy Priore in Support of The ResCap Borrower Claims Trust’s Objection to Claim No. 4222 of Todd Silber* annexed thereto as Exhibit 2; and the *Declaration of Norman S.*

*Rosenbaum in Support of The ResCap Borrower Claims Trust's Objection to Claim No. 4222 of Todd Silber*, annexed thereto as Exhibit 3; and the Court having found and determined that the relief sought in the Objection is in the best interests of the Borrower Trust, the Borrower Trust's beneficiaries, the Debtors, and all parties in interest and that the legal and factual bases set forth in the Objection establish just cause for the relief granted herein; and the Court having determined that the Objection complies with the Borrower Claims Procedures set forth in the Procedures Order; and after due deliberation and sufficient cause appearing therefor, it is

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

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

ORDERED that Kurtzman Carson Consultants LLC, the Debtors' claims and noticing agent, is directed to disallow and expunge the Claim so that it is no longer maintained on the Debtors' Claims Register; and it is further

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

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

ORDERED that this Order shall be a final order with respect to the Claim; and it is further

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

Dated: \_\_\_\_\_, 2015  
New York, New York

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THE HONORABLE MARTIN GLENN  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit 2**

**Priore Declaration**

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

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

**DECLARATION OF KATHY PRIORE  
IN SUPPORT OF THE RESCAP BORROWER CLAIMS TRUST'S OBJECTION TO  
CLAIM NO. 4222 FILED BY TODD SILBER**

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. During the Chapter 11 Cases, I served as Associate Counsel in the legal department of Residential Capital, LLC ("ResCap"), a limited liability company organized under the laws of the state of Delaware and the parent of the other debtors in the above-captioned Chapter 11 Cases (collectively, the "Debtors"). I joined ResCap on May 1, 2008 as in-house litigation counsel. Prior to my in-house litigation counsel position, I held various roles within the legal department at ResCap.

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

Liquidating Trust, among my other duties, I continue to assist the Liquidating Trust and the Borrower Claims Trust (the “Borrower Trust”) in connection with the claims reconciliation process.<sup>1</sup> I am authorized to submit this declaration (the “Declaration”) in support of the *Rescap Borrower Claims Trust’s Objection to Claim No. 4222 Filed by Todd Silber* (the “Objection”).<sup>2</sup>

3. 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 and 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.

4. In my current and former capacities as Associate Counsel to the Liquidating Trust and ResCap, I am intimately familiar with the Debtors’ claims reconciliation process. Except as otherwise indicated, all statements in this Declaration are based upon my familiarity with the Debtors’ Books and Records (the “Books and Records”), as well as the Debtors’ schedules of assets and liabilities and statements of financial affairs filed in these Chapter 11 Cases (collectively, the “Schedules”), my review and reconciliation of claims, and/or my review of relevant documents. I or other Liquidating Trust personnel have reviewed and analyzed the proof of claim form and supporting documentation filed by the Claimant. Since the Plan went effective and the Borrower Trust was established, I, along with other members of the Liquidating Trust have consulted with the Borrower Trust to continue the claims reconciliation

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

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

process, analyze claims, and determine the appropriate treatment of the same. In connection with such review and analysis, where applicable, I or other Liquidating Trust personnel, together with professional advisors, have reviewed (i) information supplied or verified by former personnel in departments within the Debtors' various business units, (ii) the Books and Records, (iii) the Schedules, (iv) other filed proofs of claim, and/or (vi) the official claims register maintained in the Debtors' Chapter 11 Cases.

5. On November 9, 2012, the Claimant filed a proof of claim against GMAC Mortgage, LLC ("GMACM"), designated as claim no. 4222 (the "Claim"), asserting a general unsecured claim for "\$30,616.00 plus pending case damages awarded by the courts Connecticut U.S. District 3:12-CV-01087." See Exhibit A attached hereto.

6. The Debtors have taken steps in these Chapter 11 Cases to afford Borrowers who have filed proofs of claim additional protections, as set forth in the Borrower Claim Procedures approved by the Procedures Order. A Request Letter was sent to the Claimant and the Borrower Trust received a response (the "Diligence Response") on July 18, 2013, a copy of which is attached hereto as Exhibit B.

7. On November 20, 2008, non-Debtor Norwich Commercial Group, Inc., d/b/a Norcom Mortgage ("Norcom") originated a loan to the Claimant in the amount of \$236,823 (the "Loan"), evidenced by a note (the "Note") and secured by a mortgage (the "Mortgage") on property located at 73 Farnham Road, South Windsor, CT 06074 (the "Property"). Copies of the Note and the Mortgage are attached hereto as Exhibit C and Exhibit D, respectively. At the time of origination, the Claimant signed a Truth In Lending Statement, a copy of which is attached hereto as Exhibit E. Non-Debtor GMAC Bank purchased the Loan from Norcom and subsequently transferred its interest to Debtor GMAC Mortgage, LLC ("GMACM"). GMACM



transferred its interest in the loan to Government National Mortgage Association (“Ginnie Mae”).<sup>3</sup> See GMACM Assignment, attached hereto as Exhibit F.

8. GMACM serviced the loan from the time it was originated on November 20, 2008 until servicing of the loan was transferred to Ocwen Loan Servicing, LLC (“Ocwen”) on February 16, 2013. GMACM assigned the Mortgage to Ocwen on April 18, 2014. See Ocwen Assignment, attached hereto as Exhibit G. On information and belief, Ocwen assigned the Mortgage to Everbank on April 30, 2014.

9. At the time servicing was transferred to Ocwen, the Claimant had not made a mortgage payment since July 30, 2010 and the loan was past due for the December 1, 2009 payment.<sup>4</sup>

10. On January 9, 2009, Claimant contacted the Debtor over the phone saying that he had not received a welcome letter from the Debtors. The Debtors advised the Claimant that the letter was sent on December 28, 2008 and explained that a late charge will not be assessed on the account if payment is not received on time.

11. On December 4, 2009, the Claimant spoke with the Debtors via phone and the Debtors advised the Claimant of the website where he could download a financial workout package. On or around December 18, 2009, the Claimant submitted a workout package for loan modification review. The Claimant submitted additional workout documents on January 12, 2010. On January 13, 2010, the loan modification was denied due to insufficient income because the Claimant’s debt-to-income ratio was too high and the Debtors were not able to lower his mortgage payment to meet modification guidelines. On January 13, 2010, the Debtors mailed the

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<sup>3</sup> Ginnie Mae loans are held in the name of the servicer until the loan is foreclosed.

<sup>4</sup> The final payment received satisfied the November 1, 2009 payment, leaving the account due for December 1, 2009.

Claimant a letter informing him of the denial. The Debtors also informed the Claimant of the modification denial via phone on January 19, 2010.

12. On or around January 29, 2010, the Claimant submitted a second workout package. However, this workout package was missing an unemployment letter that provided an end date for the Claimant's unemployment benefits.<sup>5</sup> See January 2010 Workout Package, attached hereto as Exhibit H. On February 8, 2010, the Debtors advised the Claimant via phone that he needed to provide an unemployment letter that included an end date of benefits for the modification review to continue.<sup>6</sup> The Debtors also sent a missing items letter to the Claimant on February 11, 2010 advising him of the missing document needed for the loan modification review to continue.

13. On or around February 15, 2010, the Claimant submitted information from the Massachusetts Division of Unemployment. However, the information did not confirm the unemployment payments would continue for nine months from the effective date of the modification.<sup>7</sup> See February 15 Unemployment Information, attached hereto as Exhibit I. On February 25, 2010, the loan modification was denied due to insufficient income, as the Claimant did not provide documentation that his unemployment income would continue for at least nine months. See id. The Debtors mailed a denial letter to the Claimant on February 25, 2010 and also informed the Claimant of this denial via phone on March 1, 2010.

14. On or around March 8, 2010, the Claimant contacted the Debtors via phone and advised them that he received an extension of seventeen weeks for unemployment,

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<sup>5</sup> The January 2010 Workout Package contained a letter demonstrating 15 weeks of unemployment income, as well as a written statement by the Claimant that asserted that his unemployment benefits would be extended to one year. However, the Claimant did not provide any evidence to support this assertion.

<sup>6</sup> Under HAMP Guidelines, unemployment income may only be considered if there is evidence it will continue for at least nine months. See Home Affordable Modification Program Guidelines, attached hereto as Exhibit T, p. 6-8.

<sup>7</sup> Rather, the information provided by the Claimant demonstrated that the Claimant's unemployment income would continue for only 29 weeks.

followed by another twenty. Based on this new information, the Debtors opened up another modification review even though the Claimant did not provide written confirmation of the unemployment extension.

15. On or around March 15, 2010, even though the Debtors had not received a confirmation of the unemployment extension, the Debtors reviewed the account for a modification based on the unemployment income provided verbally by the Claimant. The account was denied a loan modification due to insufficient income because the debt to income ratio exceeded the HAMP program limits.<sup>8</sup> The Debtors spoke with the Claimant via phone on March 25, 2010 and advised the Claimant of the denial.

16. On or around April 2, 2010, the Claimant spoke with the Debtors over the phone and told them he had a tenant moving in that would provide \$500 a month in rental income. The Debtors advised the Claimant that he could submit a new financial workout package with updated financials and the lease agreement and then the Debtors could re-review for a modification.<sup>9</sup> The Debtors also advised the Claimant that he needed to provide documentation evidencing that his unemployment income would last at least nine months.

17. On or around April 5, 2010, the Claimant submitted a third workout package for modification review.<sup>10</sup> See April 2010 Workout Package, attached hereto at Exhibit J. On or around April 12, 2010, the Claimant's account was denied a loan modification due to insufficient income because Claimant's income did not show affordability for the property.<sup>11</sup>

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<sup>8</sup> Based on unemployment benefits of \$3,542.50, the account was denied because even with the available modification his debt-to-income ratio would still be 65%.

<sup>9</sup> The Debtors informed the Claimant that only 75% of the rental income could be taken into account, per federal guidelines.

<sup>10</sup> This package still did not include any documentation evidencing that the unemployment income would last at least nine months. It did include evidence of \$500 a month in rental income.

<sup>11</sup> Because the Claimant had not provided the Debtors with documentation showing that his unemployment income would last at least nine months, the only income they were able to use was the rental income, which was not enough to support a loan modification.

The Debtors sent a letter to the Claimant on April 12, 2010 advising him of the denial on April 12, 2010.

18. On April 30, 2010, the Debtors mailed a letter to the Claimant advising him of the bases for the modification denials, and stating that he should contact the Debtors if he is interested in a six month forbearance plan (the “Forbearance Plan”) that would permit him to make payments of \$995.40 (half the contractual payment amount). See April 30 Letter, attached hereto as Exhibit K. On May 10, 2010, the Claimant spoke with the Debtors via phone and stated his interest in the Forbearance Plan. During the call, the Debtors advised the Claimant that a new workout package would need to be received during the period of the Forbearance Plan and that if the loan was not approved for a permanent modification normal foreclosure proceedings would continue.

19. On May 10, 2010, the account was approved for a Forbearance Plan. The Forbearance Plan allowed the Claimant to make reduced payments for up to six months. The Forbearance Plan agreement was mailed to the Claimant and approved, thereby allowing the Claimant to make payments on the first of the month from June 1 through November 1, 2010. On May 23, 2010, the Claimant signed the Forbearance Plan agreement and returned the agreement to the Debtors.

20. On June 28, 2010, the Debtors mistakenly returned the Claimant’s first payment under the Forbearance Plan. On July 1, 2010, the Debtors spoke with the Claimant over the phone and advised him that the payment was improperly rejected and that the Debtors will watch the account to ensure the Forbearance Plan is not cancelled. The Debtors accepted the payment sent by Claimant on July 6, 2010, correcting the error of the returned payment and bringing the account current.

21. On or around November 11, 2010, the Debtors sent a workout package to the Claimant, as the Debtors had not received a workout package during the period of the Forbearance Plan as required.

22. On or around January 3, 2011, the Claimant submitted a fourth workout package for modification review. See January 2011 Workout Plan, attached hereto as Exhibit L.

23. On or around January 14, 2011, a traditional modification was denied due to insufficient income.

24. On or around January 19, 2011, an FHA HAMP modification was denied due to insufficient income.

25. On or around May 31, 2011, the Debtors received an email from an attorney asking if the Debtors would allow the Claimant to reinstate the account at a lesser amount. The Debtor advised that it would waive late charges and inspection fees totaling \$1,591.72 and would reinstate the loan if the Claimant brought the account current. However, Claimant did not bring the account current, and as a result, the Debtors could not reinstate the loan.

26. On August 25, 2011, the Debtors provided the Connecticut Housing Finance Authority with a quote for the amount needed to reinstate the loan in order for it to qualify the Claimant for the Emergency Homeowners' Loan Program (EHLPP). This included 20 past due payments of \$1,990.80 each, the payment due for September 1, 2011 (\$1,990.80), inspection fees of \$112.50, advances of \$1,577.30, and outstanding foreclosure advances of \$1,991.00, as well as a deduction for an unapplied credit on the account of \$1,750.80, for a total of \$43,736.80. On September 22, 2011, the Claimant's application under EHLPP was denied because "[t]he maximum loan amount available is insufficient to reinstate the current mortgage

and provide the monthly assistance required for a minimum of six months. The applicants' current aggregate household income is insufficient to cover the housing expense after reinstatement." See Statement of Credit Denial, Termination, or Change, attached as Exhibit J to Motion to Re-Argue (defined below).

27. On or around February 23, 2012 and March 8, 2012, the Debtors sent letters to the Claimant informing him of loan modification options. On March 9, 2012, the Debtors mailed the Claimant a letter offering a meeting with a HOPE representative to discuss possible workout options. The Debtors' records do not show that any meeting between a HOPE representative and the Claimant occurred.

28. On or around March 9, 2012, the Claimant submitted a fifth workout package for review. See March 2012 Workout Package, attached hereto as Exhibit M. The account was reviewed for a traditional modification and was denied on March 29, 2012 due to there being insufficient income to support a modification.

29. On or around April 2, 2012, the Claimant's account was denied a FHA HAMP modification because the length of the delinquency exceeded the FHA HAMP guidelines.<sup>12</sup> The Debtors advised the Claimant of the denial over the phone on or around April 9, 2012.

#### Foreclosure Action and Mediation

30. On or around March 19, 2010, the Claimant's account was referred to foreclosure. At the time, the account was due for November 2009 through March 2010 payments. On or around March 31, 2010, the Debtors commenced a judicial foreclosure action in the Superior Court of the Judicial District of Hartford, Connecticut (the "Superior Court"). See

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<sup>12</sup> At the time of the denial, the Claimant's loan was 28 months delinquent. Under HAMP FHA guidelines, a modification cannot be granted if the delinquency exceeds twelve months.

Superior Court Docket, attached hereto as Exhibit N. On May 10, 2010, the Superior Court ordered the Debtor and the Claimant to participate in mediation on June 1, 2010.

31. After three continuances, the mediation was held on December 20, 2010.<sup>13</sup> According to the Debtors' servicing notes, prior to this session, the Claimant was unwilling to provide an updated workout package for modification review. A follow up mediation was scheduled for January 25, 2011 to allow the Claimant time to submit updated financials to the Debtors for review.

32. On January 25, 2011, another mediation session was held. As noted in ¶¶ 23-24 *supra*, the Claimant was denied a modification in January 2011 due to insufficient income. A follow up mediation session was scheduled for February 25, 2011 to allow the Claimant time to obtain employment and submit a complete workout package for review.

33. On February 25, 2011, another mediation session was held. A follow up session was scheduled for March 22, 2011 to allow the Claimant time to request a modification review. On March 22, 2011, the mediation was terminated, as the Debtors were unable to provide the Claimant with a loan modification, as detailed in ¶¶ 11-29 *supra*.

34. On April 6, 2011, the Claimant filed an Answer and Special Defenses and filed an Amended Answers, Special Defenses, and Counterclaims on May 2, 2011. See Superior Court Docket. On October 14, 2011, the Debtors filed a motion for summary judgment (the "Summary Judgment Motion"). See Superior Court Docket.

35. On December 27, 2011, the Superior Court entered a *Memorandum of Decision Motion for Summary Judgment* (the "Summary Judgment Decision"), a copy of which is attached hereto as Exhibit O. The Summary Judgment Decision granted the Motion for Summary Judgment, finding that the Debtors provided sufficient proof that the Claimant

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<sup>13</sup> The mediation was continued three times for various reasons, including that the Claimant's mother was ill.

defaulted on the Note and the Debtors were entitled to foreclose on the real property. The Claimant filed a motion to re-argue the Summary Judgment Decision on January 17, 2012. See Motion to Re-Argue, attached hereto as Exhibit P. The Superior Court denied that motion on February 17, 2012. See Superior Court Docket. The Claimant did not appeal the Summary Judgment Decision. See id.

36. Judgment of strict foreclosure was then entered on June 12, 2012 (the “Foreclosure Judgment”). See Superior Court Docket.

37. On June 8, 2012, the Claimant filed a lawsuit against GMACM in the Superior Court (the “Lawsuit”). On July 26, 2012, the Lawsuit was removed to the United States District Court for the District of Connecticut, case number 12-cv-01087. See District Court Docket, attached hereto as Exhibit Q.

38. On June 26, 2012, the Debtors moved to open and vacate the Foreclosure Judgment due to Claimant filing the Lawsuit, which the court granted on July 9, 2012. See id. A mediation session was scheduled for August 9, 2012 and a follow up was set for September 18, 2012. However, the mediation was cancelled on September 18, 2012 because the Claimant failed to attend the session. See Final Mediator’s Report, attached hereto as Exhibit R. At the time servicing of the Loan was transferred to Ocwen, while the account was due for the December 2009 payment, no new foreclosure action had been filed.

39. On August 31, 2012, the Claimant filed an amended complaint (the “Amended Complaint”). See Amended Complaint, attached hereto as Exhibit S. In the Amended Complaint, the Claimant asserts causes of action for breach of contract, “breach of covenant to bargain in good faith and fair dealing/failure to bargain in good faith,” “bank fraud and robo-signing,” “violation of truth in lending act, U.S. code, and unfair business practices,” and



“wrongful foreclosure procedures.” See id. This lawsuit was stayed by the District Court pending the outcome of the Debtors’ bankruptcy case.

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

Dated: January 12, 2015

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

**Exhibit A**

B 10 Modified (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor: <b>GMAC Mortgage, LLC</b>	Case Number: <b>12-12032</b>	
NOTE: This form should not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) arising after the commencement of the case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>Todd Silber vs GMAC Mortgage LLC</b>		<input type="checkbox"/> Check this box if this claim amends a previously filed claim.  <b>Court Claim Number: 3:12-cv-01087</b> (If known) <b>Filed on: 8/31/2012</b>
Name and address where notices should be sent: NameID: 10995049 <b>Todd Silber vs GMAC Mortgage LLC</b> <b>73 Farnham Rd</b> <b>South Windsor, CT 06074</b>		
Telephone number: <b>860-922-4156</b>	email: <b>Silber.Spader@yahoo.com</b>	<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.  <b>5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.</b> <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11U.S.C. §507 (a)(8). <input checked="" type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(____).  <b>Amount entitled to priority:</b> <b>\$ 30,616.00</b>  * Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
Name and address where payment should be sent (if different from above):  Telephone number: email:		
<b>1. Amount of Claim as of Date Case Filed: \$ 30,616.00 + Pending CASE Damages</b> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <b>Awarded By the Courts Connecticut U.S. District 3:12-cv-01087</b> <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
<b>2. Basis for Claim: Civil Suit, District Courts. Violation of Truth &amp; Lending Bank Fraud.</b> (See instruction #2)		
<b>3. Last four digits of any number by which creditor identifies debtor:</b> <b>NONE / unknown</b>	<b>3a. Debtor may have scheduled account as:</b> <b>N/A</b> (See instruction #3a)	<b>3b. Uniform Claim Identifier (optional):</b> <b>N/A</b> (See instruction #3b)
<b>4. Secured Claim</b> (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. <b>Nature of property or right of setoff:</b> <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other <b>Describe:</b> <b>Value of Property: \$ Annual Interest Rate %</b> <input type="checkbox"/> Fixed <input type="checkbox"/> Variable (when case was filed) <b>Amount of arrearage and other charges, as of the time case was filed, included in secured claim,</b> <b>if any: \$ Basis for perfection:</b>  <b>Amount of Secured Claim: \$ Amount Unsecured: \$</b>		
<b>X Claim Pursuant to 11 U.S.C. § 503(b)(9):</b> Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 14, 2012, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. <b>\$ (See instruction #6)</b>		
<b>X Credits.</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)		
<b>8. Documents:</b> Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #8, and the definition of "redacted".) <b>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.</b> If the documents are not available, please explain:		
<b>9. Signature:</b> (See instruction #9) Check the appropriate box. <input checked="" type="checkbox"/> I am the creditor. <input type="checkbox"/> I am the creditor's authorized agent. <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. <input type="checkbox"/> I am a guarantor, surety, indorser, or other codebtor. (Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.)  I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief. Print Name: <b>Todd Silber</b> Title: <b>[Signature]</b> Company: <b>[Signature]</b> Address and telephone number (if different from notice address above):  Telephone number: email:		

RECEIVED

NOV 09 2012

KURTZMAN CARSON CONSULTANTS

COURT USE ONLY

**Exhibit B**

**RESCAP**

JUL 18 2013

**MORRISON | FOERSTER**

To:                       
By:                     

**Claim Information**

<b>Claim Number</b>	4222
<b>Basis of Claim</b>  Explanation that states the legal and factual reasons why you believe you are owed money or are entitled to other relief from one of the Debtors as of May 14, 2012 (the date the Debtors filed their bankruptcy cases) and, you <b>must</b> provide copies of any and all documentation that you believe supports the basis for your claim.	<p>The Basis of Claim and Amount there of Are the Same as Asserted in my Lawsuit Against the Debtors.</p> <p>Lawsuit is for the following Violation of Truth &amp; Lending Covenant to Borrower in Good Faith Bank Fraud Challenging the Right to Service.</p> <p>The Suit I am Asking For \$30,616 For Violation of Truth &amp; Lending Release of Lien on the property + Note Termination And \$231,120.00 + Cost of Suit + Interest + Court Description</p> <p>Federal Lawsuit U.S. District Court District of Connecticut Civil Action NO:12-cv-01087</p>

If your claim relates to a mortgage loan that you believe was originated or serviced by one of the Debtors, please be sure to include the following loan information, so that we can effectively search our records for information on your property and loan, and evaluate your claim.

<b>Loan Number:</b> <span style="background-color: black; color: black;">[REDACTED]</span> 8843		
<b>Address of property related to the above loan number:</b> 72 Farnham Rd.		
<b>City:</b> South Windsor	<b>State:</b> CT	<b>ZIP Code:</b> 06077

Additional resources may be found at - <http://www.kccllc.net/rescap>

Residential Capital, LLC P.O. Box 385220 Bloomington, MN 55438

Claim Number: 4222  
Todd Silber vs GMAC Mortgage LLC  
Type: POC



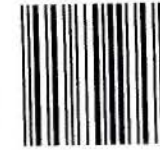
Flat Rate Envelope

Apply Priority Mail Postage Here

166  
Farnham Rd  
South Windsor Ct 06074



1006



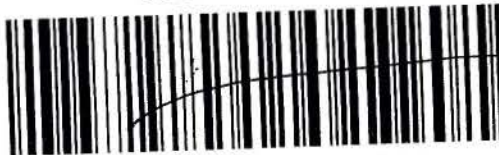
55438

U.S. POSTAGE  
PAID  
EAST WINDSOR HI.C  
06028  
JUL 15, 13  
AMOUNT

\$5.60  
00095846-03

Residential Capital LLC  
P.O. BOX 385220  
Bloomington MN 55438

USPS TRACKING NUMBER



9505 5109 5846 3196 4260 57

EP14H JAN 2011 Outer Dimension: 10 x 5

**Exhibit C**

Loan No: 722  
Borrower: TODD SILBER

ID: 861 8843
FHA Case No. 061-3357655 703 061-3357655 703

## NOTE

MIN: 7222

November 20, 2008

73 FARNHAM ROAD  
SOUTH WINDSOR, CONNECTICUT 06074  
[Property Address]

### 1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means NORWICH COMMERCIAL GROUP, INC. D/B/A NORCOM MORTGAGE and its successors and assigns.

### 2. BORROWER'S PROMISE TO PAY INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of **TWO HUNDRED THIRTY-SIX THOUSAND EIGHT HUNDRED TWENTY-THREE and NO/100** Dollars (U.S. \$ **236,823.00** ), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of **SIX and ONE/HALF** percent ( **6.500 %** ) per year until the full amount of principal has been paid.

### 3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

### 4. MANNER OF PAYMENT

#### (A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on **January 1, 2009**. Any principal and interest remaining on the first day of **December, 2038**, will be due on that date, which is called the "Maturity Date".

#### (B) Place

Payment shall be made at 139 SIMSBURY ROAD, AVON, CONNECTICUT 06001, or at such place as Lender may designate in writing by notice to Borrower.

#### (C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ **1,496.88**. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

#### (D) Allonge to This Note for Payment Adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box.]

☐ Graduated Payment Allonge

☐ Growing Equity Allonge

☐ Other [Specify]

### 5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

### 6. BORROWER'S FAILURE TO PAY

#### (A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of **FIFTEEN** calendar days after the payment is due, Lender may collect a late charge in the amount of **4.00 %** of the overdue amount of each payment.

#### (B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

#### (C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

INITIALS: 



Loan No: 722

Data ID: 861

**7. WAIVERS**

Borrower 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 Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

**8. GIVING OF NOTICES**

**8. GIVING OF NOTICES**


Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is 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. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

  
.....(Seal)  
TODD SILBER —Borrower

[Sign Original Only]

PAY TO THE ORDER OF  
WELLS FARGO BANK, N.A.  
WITHOUT RECOURSE

NORWICH COMMERCIAL GROUP, INC. D/B/A NORCOM  
MORTGAGE

By: \_\_\_\_\_  
PHILIP F. DEERONZO, PRESIDENT

SEE ATTACHED ALLONGE

PAY TO THE ORDER OF  
WITHOUT RECOURSE  
  
D. CHIOLDO  
UNITED TRUSTING OFFICER  
GMAC MORTGAGE, LLC d/b/a  
GMAC MORTGAGE CORPORATION

PAY TO THE ORDER OF  
GMAC MORTGAGE, LLC  
WITHOUT RECOURSE  
  
D. CHIOLDO  
ASSISTANT SECRETARY  
GMAC BANK


Allonge

 8843

To the note dated November 20, 2008, given by Todd Silber , of 73 Farnham Road, South Windsor , CT 06074 to Norwich Commercial Group, Inc. d/b/a NORCOM Mortgage in the amount of Two Hundred Thirty Six Thousand Eight Hundred Twenty Three and no/100 (236,823).

**PAY TO THE ORDER OF GMAC BANK.  
WITHOUT RECOURSE**

**Norwich Commercial Group, Inc. d/b/a NORCOM  
Mortgage**

By:  \_\_\_\_\_

**Philip F. DeFronzo, President  
Norwich Commercial Group, Inc. d/b/a NORCOM  
Mortgage**

**Exhibit D**

VOL. 2010 PAGE 259

45  
30  
Loan No: 722  
Loan No: 722  
Borrower: TODD SILBER

Data ID: 861  
Data ID: 861  
Doc ID: 001722220008 Type: LAN  
Book 2010 Page 259 - 266  
File# 5478

Return to: NORCOM MORTGAGE  
ATTENTION: PHIL DEFRONZO  
139 SIMSBURY ROAD  
AVON, CT 06001

[Space Above This Line For Recording Data]

FHA Case No.  
061-3357655 703

OPEN-END MORTGAGE MIN: 7222

THIS MORTGAGE ("Security Instrument") is given on the 20th day of November, 2008.  
The mortgagor is TODD SILBER

("Borrower").  
This Security Instrument is given to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as beneficiary. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. NORWICH COMMERCIAL GROUP, INC. D/B/A NORCOM MORTGAGE ("Lender") is organized and existing under the laws of the State of CONNECTICUT, and has an address of 139 SIMSBURY ROAD AVON, CT 06001.

Borrower owes Lender the principal sum of TWO HUNDRED THIRTY-SIX THOUSAND EIGHT HUNDRED TWENTY-THREE and NO/100----Dollars (U.S. \$ 236,823.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on December 1, 2038. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower in consideration of this debt does hereby grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the Town of SOUTH WINDSOR, HARTFORD County, Connecticut:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which has the address of 73 FARNHAM ROAD,  
CONNECTICUT 06074  
[Street] [Zip Code]

SOUTH WINDSOR,  
[City]  
("Property Address");

CONNECTICUT FHA OPEN-END MORTGAGE

1/02

(Page 1 of 7 Pages)

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Loan No: 722

Data ID: 861

Loan No: 722

Data ID: 861

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

BORROWER COVENANTS that Borrower is lawfully seized 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 and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. **Application of Payments.** All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

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**4. Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

**5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

**6. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

**7. Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

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Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**8. Fees.** Lender may collect fees and charges authorized by the Secretary.

**9. Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 90 days from the date hereof, Lender may, at its option require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 90 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

**10. Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver or preclude the exercise of any right or remedy.



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**12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**14. Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

**16. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**17. Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. 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 the debt secured by the Security Instrument is paid in full.



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**18. Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may invoke any of the remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

**19. Release.** Upon payment and discharge of all sums secured by this Security Instrument, this Security Instrument shall become null and void and Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**20. Waivers.** Borrower waives all rights of homestead exemption in, and statutory redemption of, the Property and all right of appraisal of the Property and relinquishes all rights of curtesy and dower in the Property.


**21. Future Advances.** Lender is specifically permitted, at its option and in its discretion, to make additional loans and future advances under this Security Instrument as contemplated by Section 49-2(c) of the Connecticut General Statutes, and shall have all rights, powers and protections allowed thereunder.

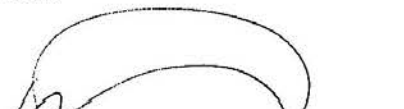
**22. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].


- |                                                         |                                                  |
|---------------------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Growing Equity Rider    |
| <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Graduated Payment Rider |
| <input type="checkbox"/> Other [specify]                |                                                  |

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

Signed, sealed and delivered in the presence of:

  
Katharina Dienweber Witness

  
Malinda L. Johnston Witness

  
TODD SILBER —Borrower (Seal)

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Loan No: 722  
Loan No: 722

Data ID: 861  
Data ID: 861

\_\_\_\_\_[Space Below This Line For Acknowledgment]\_\_\_\_\_

State of CONNECTICUT §  
County of HARTFORD §

The foregoing instrument was acknowledged before me on this 20<sup>th</sup> day of November,  
2008, by  
TODD SILBER

  
\_\_\_\_\_  
Katharina A. Dierwiel  
COMMISSIONER SUPERIOR COURT  
Juris No: 43338 (Printed Name)

My commission expires: N/A



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Loan No: 722  
Borrower: TODD SILBER  
Loan No: 722  
Borrower: TODD SILBER

Data ID: 861

Data ID: 861

### LEGAL DESCRIPTION

73 Farnham Road  
South Windsor, CT 06074

A certain piece or parcel of land, with the buildings thereon, located in the Town of South Windsor, County of Hartford and State of Connecticut, and situated on the southerly side of Farnham Road, known as No. 73 Farnham Road, and also known as Lot No. 9 on a map entitled "Morton S. Fine Civil Engineer & Land Surveyor 19 Whitney St. Hartford, Conn. Subdivision Map Farnham Estates Property of I. R. Stich Associates, Inc. Rye Street, South Windsor, Conn. Dated Sept. 19, 1957 Scale 1" = 40' Sheet 1 of 9", which map is on file in the Town Clerk's Office in said Town of South Windsor, and to which reference is hereby made, and being more particularly bounded and described as follows:

NORTHERLY: By Farnham Road, One Hundred (100.00) feet;  
EASTERLY: By Lot No. 8 as shown on said map, Two Hundred (200.00) feet;  
SOUTHERLY: By land now or formerly of the McGrath Estate, One Hundred (100.00) feet; and  
WESTERLY: By Lot No. 10 as shown on said map, Two Hundred (200.00) feet.

RECEIVED FOR RECORD 11-25-08  
AT 4:00 PM  
RECORDED IN SOUTH WINDSOR, CT  
BY Kevin A. Trehan  
TOWN CLERK

(Page 1 of 1 Pages)

**Exhibit E**

## TRUTH IN LENDING DISCLOSURE STATEMENT

NORWICH COMMERCIAL GROUP, INC. D/B/A NORCOM MORTGAGE

Final disclosure based on closing terms.

Date: 11/20/08  
 Loan No: 722  
 Borrower: TODD SILBER

Property: 73 FARNHAM ROAD, SOUTH WINDSOR, CONNECTICUT 06074

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	
7.088%	\$320,033.33	\$230,916.13	\$550,949.46	

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	Payments are Due Monthly, Beginning
135	VARYING FROM 1,593.86	01/01/09
225	TO 1,576.02	04/01/20
	1,496.88	

DEMAND FEATURE: This obligation does not have a demand feature.

VARIABLE RATE FEATURE: Your loan does not contain a variable-rate feature.

SECURITY: You are giving a security interest in the above referenced property.

ASSUMPTION: Someone buying this property may assume, subject to lender's conditions, the remaining balance due under the original terms.

PROPERTY INSURANCE: You may obtain property insurance from anyone you want that is acceptable to Lender.

FILING FEES: \$

LATE CHARGES: If your payment is more than 15 days late, you will be charged a late charge of 4.00% of the payment.

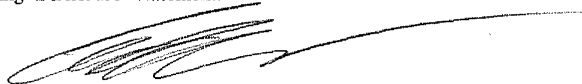
PREPAYMENT: If you pay off your loan early, you may have to pay a penalty and you may not be entitled to a refund of part of the finance charge.

See your contract documents for any additional information regarding nonpayment, default, required repayment in full before the scheduled date, and prepayment refunds and penalties.

The payment amounts listed in the payment schedule include amounts for principal, interest, and any mortgage insurance, but do not include monthly escrow deposits for hazard and/or flood insurance, taxes or assessments.

I acknowledge receipt of the fully completed Truth in Lending Disclosure Statement.

Date: 11/20/08



TODD SILBER

**TRUTH IN LENDING DISCLOSURE STATEMENT****NORWICH COMMERCIAL GROUP, INC. D/B/A NORCOM MORTGAGE**

Final disclosure based on closing terms.

Date: 11/20/08  
 Loan No: 722  
 Borrower: TODD SILBER

Property: 73 FARNHAM ROAD, SOUTH WINDSOR, CONNECTICUT 06074

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>	
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	
7.088%	\$320,033.33	\$230,916.13	\$550,949.46	

Your Payment Schedule Will Be:

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225	TO 1,576.02	
	1,496.88	04/01/20

**DEMAND FEATURE:** This obligation does not have a demand feature.**VARIABLE RATE FEATURE:** Your loan does not contain a variable-rate feature.**SECURITY:** You are giving a security interest in the above referenced property.**ASSUMPTION:** Someone buying this property may assume, subject to lender's conditions, the remaining balance due under the original terms.**PROPERTY INSURANCE:** You may obtain property insurance from anyone you want that is acceptable to Lender.**FILING FEES:** \$**LATE CHARGES:** If your payment is more than 15 days late, you will be charged a late charge of 4.00% of the payment.**PREPAYMENT:** If you pay off your loan early, you may have to pay a penalty and you may not be entitled to a refund of part of the finance charge.

See your contract documents for any additional information regarding nonpayment, default, required repayment in full before the scheduled date, and prepayment refunds and penalties.

The payment amounts listed in the payment schedule include amounts for principal, interest, and any mortgage insurance, but do not include monthly escrow deposits for hazard and/or flood insurance, taxes or assessments.

I acknowledge receipt of the fully completed Truth in Lending Disclosure Statement.

Date: 11/20/08

TODD SILBER

**Exhibit F**

After recording please return to:  
HUNT LEIBERT JACOBSON PC  
50 Weston Street  
Hartford CT 06120

VOL 2158 PAGES 0347

8843

6076

ASSIGNMENT OF MORTGAGE

POOL NUMBER \_\_\_\_\_

POOL NUMBER \_\_\_\_\_

KNOW YE THAT Mortgage Electronic Registration Systems, Inc. as Nominee for Norwich Commercial Group, Inc. d/b/a Norcom Mortgage, (Assignor), having an office and place of business at 3300 SW 34th Avenue, Suite 101, Ocala, FL 34474 for the consideration of One Dollar and other valuable considerations, does hereby assign to GMAC Mortgage, LLC ("Assignee"), a lending institution, having an address of 1100 Virginia Dr Fort Washington Pa 19034, its successors, and assigns forever, all the right, title, interest, claim, and demand whatsoever as the said Assignor has or ought to have in or to a certain mortgage from Todd Silber to Mortgage Electronic Registration Systems, Inc. as Nominee for Norwich Commercial Group, Inc. d/b/a Norcom Mortgage dated November 20, 2008 and recorded on November 25, 2008 in Volume 2010 at Page 259 of the South Windsor Land Records, in or to the property described in said mortgage deed situated in the Town of South Windsor, County of Hartford and State of Connecticut, without warranty or representation by, or recourse to, said Assignor.

TO HAVE AND TO HOLD the premises, with all the appurtenances, unto the said Assignee, its successors and assigns forever, so that neither the Assignor nor its successors, nor any other person under it or them shall hereafter have any claim, right or title in or to the premises, or any part thereof; but therefrom it is and they are by these presents forever barred and secluded.

IN WITNESS WHEREOF, on the 2 day of December, 2010, said corporation has caused this deed to be executed and delivered, and its corporate seal to be hereto affixed in its behalf by Sandy Broughton, who is duly authorized and empowered.

Signed, sealed and delivered  
In the presence of:

Mortgage Electronic Registration  
Systems, Inc. as Nominee for Norwich  
Commercial Group, Inc. d/b/a Norcom  
Mortgage

Andrea Moore  
Jessica Yeiter

By Sandy Broughton  
Its Vice President

STATE OF PENNSYLVANIA

: ss.

COUNTY OF MONTGOMERY

On this 2 day of December, 2010, before me personally came Sandy Broughton to me known, who being by me duly sworn, did depose and say that he/she is a Vice President of MERS, INC, which executed the above instrument: that he/she knows the seal of said corporation: that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by means of electronic process by like order acknowledged.

Trina Wiltbank  
Notary Public  
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Trina Wiltbank, Notary Public  
Upper Dublin Twp., Montgomery County  
My Commission Expires Sept. 10, 2013  
Member, Pennsylvania Association of Notaries

PROPERTY:  
73 Farnham Road  
South Windsor, CT  
Silber, Todd  
01625-84448 jmk

RECEIVED FOR RECORD 12/21/2010  
AT 3:40 pm  
RECORDED IN SOUTH WINDSOR, CT  
BY Maria G. Giamore  
Assistant TOWNS CLERK

\*01625-84448\$8\*

Doc ID: 002049720001 Type: LAN  
Book 2158 Page 347  
File# 6076





COMPANY  
BLOOMINGTON, IN  
VIRGINIA  
VIRGINIA

2011

**Exhibit G**

When Recorded Return To:  
Indecomm Global Services  
2925 Country Drive  
Indecomm Global Services  
2925 Country Drive  
St. Paul, MN 55117

01393

Prepared By:  
Sam Strandmo  
Indecomm Global Services  
2925 Country Drive  
St. Paul, MN 55117



### Assignment of Mortgage

Dated: April 18, 2014

Loan: 8843

For value received GMAC Mortgage, LLC, by Indecomm Global Services its attorney in fact, In C/O Ocwen Loan Servicing, LLC, 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409, the undersigned hereby grants, assigns and transfers to Ocwen Loan Servicing, LLC, 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409, all beneficial interest under a certain Mortgage dated November 20, 2008 executed by TODD SILBER and recorded in Book 2010 on Page(s) 259 as Document Number XX on November 25, 2008 of the land records of the town of South Windsor Town in the state of Connecticut.

PROPERTY ADDRESS: 73 FARNHAM ROAD, SOUTH WINDSOR, CT 06074

#### WITNESSES:

Marcy Koopman  
Witness 1: Marcy Koopman

GMAC Mortgage, LLC, by Indecomm Global Services its attorney in fact

By: Tammy Jo Sorbo  
Tammy Jo Sorbo,  
Assistant Secretary

Witness 2: Va Thao

STATE OF Minnesota )

COUNTY Ramsey ) SS



\*U04652385\*

On April 18, 2014 before me, Bao Cindy Fang, Notary Public in and for said State personally appeared Tammy Jo Sorbo, Assistant Secretary of Indecomm Global Services as attorney in fact for GMAC Mortgage, LLC, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal.

Bao Cindy Fang

Bao Cindy Fang, Notary Public  
My Commission expires: January 31, 2017

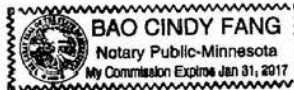
Received for Record 04/25/2014

At 3:05 pm

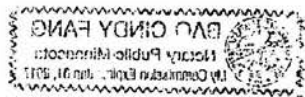
Recorded in South Windsor, CT

By Theresa G. Sauer

Assistant Town Clerk



0001



By \_\_\_\_\_  
Recorded in South Windsor, CT  
At \_\_\_\_\_  
Process for Record

By \_\_\_\_\_  
Recorded in South Windsor, CT  
At \_\_\_\_\_  
Process for Record

**Exhibit H**

FAX COVER SHEET (This page should be returned to us with your completed financial analysis form)

**\*\*PLEASE INCLUDE THE ACCOUNT NUMBER ON EVERY PAGE OF YOUR RETURNED PACKAGE\*\***

To: Loss Mitigation	Account Number(s) <b>8843</b>
From: <b>Todd Silber</b>	or mail to: Loss Mitigation
Fax to: 1-866-709-4744	233 Gibraltar Road Suite 600
Fax to: 1-866-709-4744	Horsham PA 19044

All of the following information must be completed and returned to determine eligibility:

- Financial Analysis Form (Enclosed)
- A copy of the most recently filed signed federal income tax return, including all schedules and forms, for each borrower
- A signed and dated copy of IRS Form 4506T-EZ (Request for Transcript of Tax Return) with all applicable fields completed for each borrower – (Borrowers who filed their tax returns jointly may send in one IRS Form 4506T-EZ signed and dated by both the joint filers.) (Enclosed)
- Documentation to verify all of the income of each borrower. Please see the chart below for the type of documentation required for each type of income.
- Documentation to verify expenses for Homeowners or Condominium Association Dues for condominiums and Co Ops. Please see the chart below.

TYPE OF INCOME	DOCUMENTATION REQUIRED
For each borrower who is paid by an employer:	<input type="checkbox"/> Copy of the two most-recent pay stubs from your employer <i>including year-to-date information</i> . Pay stubs or other documentation that shows year-to-date income must be submitted. Pay stubs cannot be more than 90 days old. If hired within the fiscal year of 2009, please include your employment start date.
Other earned income (e.g. bonus, commission, fee, housing allowance, tips, and/or overtime)	<input type="checkbox"/> Copy of third party documentation describing the nature of the income (e.g. an employment contract and/or printouts documenting tip income)
For each borrower who is self-employed:	<input type="checkbox"/> Copy of the most recent quarterly or year-to-date profit and loss statement
For each borrower who has benefit income such as Social Security, disability, death benefits, or pension:	<input type="checkbox"/> Copy of benefits statement or letter from the provider that states the amount and frequency of the benefit, AND <input type="checkbox"/> Copies of the two most-recent bank statements or other documentation showing receipt of benefit income. Bank statements cannot be over 90 days old.
For each borrower who has income such as unemployment or public assistance: <b>X</b>	<input type="checkbox"/> Copy of benefits statement or letter from the provider that states the amount, frequency, and duration of the benefit. Such benefit must continue for at least 9 months to be considered qualifying income. <input type="checkbox"/> Copies of the two most-recent bank statements or other documentation showing receipt of benefit income. Bank statements cannot be over 90 days old.
For each borrower who is relying on alimony or child support as qualifying income:	<input type="checkbox"/> Copy of divorce decree, separation agreement, or other legal written agreement filed with the court that shows the amount of the award and period of time over which it will be received, AND <input type="checkbox"/> Copies of the two most-recent bank statements or other documentation showing receipt of alimony or child support. Bank statements cannot be over 90 days old.
For each borrower who has rental income from an investment property:	<input type="checkbox"/> Copy of the most-recent federal tax return with all schedules, including Schedule E-Supplemental Income and Loss. <b>If the subject property, on which the modification is being requested, is not your primary residence, please include the following:</b> <input type="checkbox"/> Copy of the current lease agreement for this property
For each borrower who has income not specified above:	<input type="checkbox"/> Signed letter from the person(s) that contributes the income showing the amount and frequency of the income. This would include situations where the borrower rents a room of his or her primary residence to another person.

TYPE OF EXPENSE	DOCUMENTATION REQUIRED
For borrower(s) whose property requires Homeowners or Condominium Dues:	<input type="checkbox"/> A letter or billing statement from the Homeowners or Condominium Association or Co Op showing the amount and frequency of dues.

**If you want to sell this property, please also include:**

- ☐ Copy of the listing agreement
- ☐ Copy of the sales contract, if available
- ☐ Copy of the estimated Settlement Statement (HUD1), if available
- ☐ Signed Third Party Authorization Form

*A this Packet Includes all supporting Document. Plus additional informative info as well as a pleading letter for help.*

# FINANCIAL ANALYSIS FORM

Account Number

8843

<p>I want to: <input checked="" type="checkbox"/> Keep the Property <input type="checkbox"/> Sell the Property</p> <p>The property is my: <input checked="" type="checkbox"/> Primary Residence <input type="checkbox"/> Second Home <input type="checkbox"/> Investment</p> <p>The property is my: <input checked="" type="checkbox"/> Owner Occupied <input type="checkbox"/> Renter occupied <input type="checkbox"/> Vacant</p> <p>The property is: <input checked="" type="checkbox"/> Owner Occupied <input type="checkbox"/> Renter occupied <input type="checkbox"/> Vacant</p>	
<p><b>BORROWER</b></p> <p>BORROWER'S NAME: <u>Todd Silber</u></p> <p>SOCIAL SECURITY NUMBER: <u>2236</u> DATE OF BIRTH: <u>[REDACTED]</u></p> <p>HOME PHONE NUMBER WITH AREA CODE: <u>860-922-4156</u></p> <p>CELL OR WORK NUMBER WITH AREA CODE: <u>860-922-4156</u></p> <p>MAILING ADDRESS: <u>73 farham Rd. South Windsor Ct 06074</u></p> <p>PROPERTY ADDRESS (IF SAME AS MAILING ADDRESS, JUST WRITE SAME): <u>Same</u></p>	
<p><b>CO-BORROWER</b></p> <p>CO-BORROWER'S NAME: _____</p> <p>SOCIAL SECURITY NUMBER: _____ DATE OF BIRTH: _____</p> <p>HOME PHONE NUMBER WITH AREA CODE: _____</p> <p>CELL OR WORK NUMBER WITH AREA CODE: _____</p> <p>MAILING ADDRESS: _____</p> <p>PROPERTY ADDRESS (IF SAME AS MAILING ADDRESS, JUST WRITE SAME): _____</p> <p>EMAIL ADDRESS: _____</p>	
<p>Is the property listed for sale? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Have you received an offer on the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Date of offer: _____ Amount of Offer \$: _____</p> <p>Agent's Name: _____</p> <p>Agent's Phone Number: _____</p> <p>For Sale by Owner? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>Have you contacted a credit-counseling agency for help? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, please complete counselor contact information below.</p> <p>Counselor's Name: _____</p> <p>Counselor's Phone Number: _____</p> <p>Counselor's Email: _____</p>	
<p>Who pays the Real Estate Tax bill on your property?</p> <p><input type="checkbox"/> I do <input checked="" type="checkbox"/> Lender does <u>Escrow</u></p> <p>Are the taxes current? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Condominium or HOA Fee <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No \$ _____</p> <p>Paid to: _____</p>	
<p>Who pays the hazard insurance policy for your property?</p> <p><input type="checkbox"/> I do <input type="checkbox"/> Lender Does <input type="checkbox"/> Paid by Condo or HOA</p> <p>Is the policy current? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Name of Insurance Co. _____</p> <p>Insurance Co. Tel #: _____</p>	
<p>Have you filed for bankruptcy? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes: <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 13 Filing Date: _____</p> <p>Has your bankruptcy been discharged? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Bankruptcy case number: _____</p>	
<p>If there are additional Liens/Mortgages or Judgments on this property, please name the person(s), company or firm and their telephone numbers.</p> <p>Lien Holder's Name/Service: _____ Balance: _____ Contact Number: _____ Loan Number: _____</p> <p><u>N/A</u></p>	
<p><b>HARDSHIP AFFIDAVIT</b></p> <p>I am having difficulty making my monthly payment because of financial difficulties created by (Please check all that apply):</p>	
<p><input checked="" type="checkbox"/> My household income has been reduced or lost. For example unemployment, underemployment, reduced pay or hours, decline in business earnings, death in family, serious or chronic illness, permanent or short-term disability, incarceration, increased family responsibilities (adoption or birth of a child, taking care of elderly relatives or other family members) or divorce of a borrower or co-borrower.</p> <p><input type="checkbox"/> My monthly debt payments are excessive and I am overextended with my creditors. Debt includes credit cards, home equity or other debt.</p>	
<p><input type="checkbox"/> My expenses have increased. For example: monthly mortgage payment has increased or will increase, high medical or health care costs, uninsured losses (such as those due to fires or natural disasters), increased property taxes, or unexpectedly high utilities.</p> <p><input type="checkbox"/> My cash reserves, including all liquid assets, are insufficient to maintain my current mortgage payment and cover basic living expenses at the same time. Cash reserves include assets such as cash, savings, money market funds, marketable stocks or bonds (excluding retirement accounts). Cash reserves do not include assets that serve as an emergency fund (generally equal to three times my monthly debt payments).</p>	
<p><input type="checkbox"/> Other: _____</p>	
<p>Explanation (Required): <u>I have been unemployed from July to present. I have a lot of interview and should find employment soon. But need help from GMAC to lower my rate of payment some how.</u></p> <p><u>Lowering my mortgage will allow me to find work in different field. So I can get out of the Auto business. Or at least open some more RIA for savings incase I have hard time again.</u></p> <p><u>Letter Attached.</u></p>	
<p>If additional space is needed for Explanation, please include an additional page.</p>	

# FINANCIAL ANALYSIS FORM

(Continued)

Account Number

8843

INCOME/EXPENSES FOR HOUSEHOLD		NUMBER OF PEOPLE IN HOUSEHOLD	
<b>1 - Monthly Household Income</b>		<b>2 - Monthly Household Expenses/Debt</b>	
<b>3 - Household Assets</b>			
Gross Salary/Wages			
Gross salary/wages = total monthly income before any tax withholding or employer deductions.	\$ 2919.70	First Mortgage Payment	\$ 1990.80
Overtime	\$	Second Mortgage Payment/Liens/Rents	\$ X
Child Support/Alimony*	\$	Insurance - hazard, wind, flood, etc (If not escrowed and included in your current mortgage payment)	\$ ESCROW in payment
Social Security/SSDI	\$	Property Taxes (If not escrowed and included in your current mortgage payment)	\$ ESCROW in payment
Other monthly income from pensions, annuities or retirement plans	\$	Credit Cards/Installment Loan(s) (total minimum payment per month)	\$ Reducing to 20/30 *
Tips, commissions, bonus and self-employed income	\$	Alimony, child support payments	\$ X
Rents Received	\$	Health Insurance	\$ X
Unemployment Income	\$	HOA/Condo Fees/Property Maintenance	\$ X
Food Stamps/Welfare	\$	Car Payments	\$ 209.46
Other (investment income, royalties, interest, dividends etc)	\$	Medical Expenses	\$ X
		Child Care	\$ X
		Student Loans/Personal Loans	\$ X
		Auto Expenses /Gasoline/Insurance	\$ 179.00
		Food/Household Supplies	\$ 40.950 *
		Water/Sewer/Utilities/Phone(s)/Cable	\$ 190 *
		Other misc for kids	\$ 100
Total (Gross income)	\$ 2919.70	Total Debt/Expenses	\$ 300-3300
		Total Assets	\$ 2154.23

Do not include the value of life insurance or retirement plans when calculating assets (401k, pension funds, annuities, IRAs, Keogh plans, etc.)

> see letter!

\*\*\*\* ALL INCOME MUST BE DOCUMENTED \*\*\*\*

\*Include combined income and expenses from the borrower and co-borrower (if any). If you include income and expenses from a household member who is not a borrower, please specify using a separate page if necessary. You are not required to disclose Child Support, Alimony or Separation Maintenance income; unless you choose to have it considered by your servicer.

If additional space is needed, please include an additional page.

## INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the federal government in order to monitor compliance with federal statutes that prohibit discrimination in housing. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender or servicer may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, the lender or servicer is required to note the information on the basis of visual observation or surname if you have made this request for a loan modification in person. If you do not wish to furnish the information, please check the box below.

<b>BORROWER</b> <input type="checkbox"/> I do not wish to furnish this information		<b>CO-BORROWER</b> <input type="checkbox"/> I do not wish to furnish this information	
<b>Ethnicity:</b> <input type="checkbox"/> Hispanic or Latino <input checked="" type="checkbox"/> Not Hispanic or Latino	<b>Ethnicity:</b> <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino		
<b>Race:</b> <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input checked="" type="checkbox"/> White	<b>Race:</b> <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White		
<b>Sex:</b> <input type="checkbox"/> Female <input checked="" type="checkbox"/> Male	<b>Sex:</b> <input type="checkbox"/> Female <input type="checkbox"/> Male		
<b>To be Completed by Interviewer</b>			
This application was taken by:		Interviewer's Name (print or type) & ID Number	
<input type="checkbox"/> Face-to-face interview <input type="checkbox"/> Mail <input type="checkbox"/> Telephone <input type="checkbox"/> Internet		Interviewer's Signature Date Interviewer's Phone Number (include area code)	
		Name/Address of Interviewer's Employer	



Form **4506T-EZ**

(October 2009)

Department of the Treasury  
Internal Revenue Service

# Short Form Request for Individual Tax Return Transcript

Request may not be processed if the form is incomplete or illegible.

OMB No. 1545-2154

Tip: Use Form 4506T-EZ to order a 1040 series tax return transcript free of charge.

Tip: Use Form 4506T-EZ to order a 1040 series tax return transcript free of charge.

1a Name shown on tax return. If a joint return, enter the name shown first.

*Todd Silber*

1b First social security number on tax return

*2236*

2a If a joint return, enter spouse's name shown on tax return.

2b Second social security number if joint tax return

3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code

*73 Farnham Rd. South Windsor Ct 06074*

4 Previous address shown on the last return filed if different from line 3

5 If the transcript is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. The IRS has no control over what the third party does with the tax information.

Third party name

*GMAC loss Mitigation*

Telephone number

Address (including apt., room, or suite no.), city, state, and ZIP code

*233 Gibraltar Road Suite 600 Horsham PA. 19044*

6 Year(s) requested. Enter the year(s) of the return transcript you are requesting (for example, "2008"). Most requests will be processed within 10 business days.

*2008*

*2007*

*2006*

*2005*

Caution. If the transcript is being mailed to a third party, ensure that you have filled in line 5 before signing. Sign and date the form once you have filled in line 6. Completing these steps helps to protect your privacy.

Note. If the IRS is unable to locate a return that matches the taxpayer identity information provided above, or if IRS records indicate that the return has not been filed, the IRS may notify you or the third party that it was unable to locate a return, or that a return was not filed, whichever is applicable.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a. If the request applies to a joint return, either husband or wife must sign.

Note. This form must be received within 60 days of signature date.

Sign  
Here

Signature (see instructions)

Date

*1-23-2010*

Telephone number of  
taxpayer on line 1a or 2a  
*866-922-4156*

Spouse's signature

Date

For Privacy Act and Paperwork Reduction Act Notice, see page 2.

Cat. No. 54185S

Form 4506T-EZ (10-2009)

## ACKNOWLEDGEMENT AND AGREEMENT

Account Number [REDACTED] 9893

In making this request for consideration to review my loan terms I/We certify under penalty of perjury:

- 1 That all of the information in this document is truthful and the event(s) identified is/are the reason that I/we need to request a modification of the
- 1 That all of the information in this document is truthful and the event(s) identified is/are the reason that I/we need to request a modification of the terms of my/our mortgage loan, short sale or deed-in-lieu of foreclosure.
- 2 I/we understand that the Servicer, the U.S. Department of the Treasury, or its agents may investigate the accuracy of my/our statements and/or may require me/us to provide supporting documentation. I/we also understand that knowingly submitting false information may violate Federal law.
- 3 I/we understand the Servicer will pull a current credit report on all borrowers obligated on the Note.
- 4 I/we understand that if I/we have intentionally defaulted on my/our existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this document, the Servicer may cancel any Agreement under Making Home Affordable and may pursue foreclosure on my/our home.
- 5 I/we understand any fee to validate the value of the property will be assessed to the account.
- 6 I/we have not received a condemnation notice; and there has been no change in the ownership of the Property since I/we signed the documents for the mortgage that I/we want to modify.
- 7 I/we certify that I/we will obtain credit counseling if it is determined that my/our financial hardship is related to excessive debt. For purposes of the Making Home Affordable program, "excessive debt" means that my/our debt-to-income ratio after the modification would be greater than or equal to 55%.
- 8 I/we are willing to provide all requested documents and to respond to all Servicer questions in a timely manner.
- 9 I/we understand that the Servicer will use the information in this document to evaluate my/our eligibility for a loan modification or short sale or deed-in-lieu of foreclosure, but the Servicer is not obligated to offer me/us assistance based solely on the statements in this document.
- 10 I/we agree that any prior waiver as to payment of escrow items in connection with my/our loan has been revoked.
- 11 I/we agree to the establishment of an escrow account and the payment of escrow items if an escrow account never existed on the loan.
- 12 I/we understand that the Servicer will collect and record personal information, including, but not limited to, my/our name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. I/we understand and consent to the disclosure of my/our personal information and the terms of any Making Home Affordable Agreement by Servicer to (a) the U.S. Department of the Treasury, (b) Fannie Mae and Freddie Mac in connection with their responsibilities under the Homeowner Affordability and Stability Plan; (c) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my/our first lien or subordinate lien (if applicable) mortgage loan(s); (d) companies that perform support services in conjunction with Making Home Affordable; and (e) any HUD certified housing counselor.
- 13 ☒ My/Our property is owner occupied; I/we intend to reside in this property for the next twelve months.  
☐ My/Our property is not owner occupied.

[Signature]  
Borrower Signature

1/23/2010  
Date

\_\_\_\_\_  
Co-Borrower Signature

\_\_\_\_\_  
Date

If you have questions about this document or the modification process, please call us at the phone number listed on your monthly account statement. If you need further counseling, you can call the Homeowner's HOPE™ Hotline at 1-888-995-HOPE (4673). The Hotline can help with questions about the program and offers free HUD-certified counseling services in English and Spanish.

**888-995-HOPE**

Homeowner's HOPE Hotline

### NOTICE TO BORROWERS

Be advised that you are signing the following documents under penalty of perjury. Any misstatement of material fact made in the completion of these documents including but not limited to misstatement regarding your occupancy in your home, hardship circumstances, and/or income will subject you to potential criminal investigation and prosecution for the following crimes: perjury, false statements, mail fraud, and wire fraud. The information contained in these documents is subject to examination and verification. Any potential misrepresentation will be referred to the appropriate law enforcement authority for investigation and prosecution.

By signing the enclosed documents you certify, represent and agree that:

"Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the program, are true and correct."

If you are aware of fraud, waste, abuse, mismanagement or misrepresentations affiliated with the Troubled Asset Relief Program, please contact the SIGTARP Hotline by calling 1-877-SIG-2009 (toll-free), 202-622-4559 (fax), or [www.sig tarp.gov](http://www.sig tarp.gov). Mail can be sent to Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St. NW, Washington, DC 20220.



8843

### **Important Tips/Reminders**

- The enclosed package encompasses requirements for all available programs, including the Government's Making Home Affordable program. For information and eligibility requirements under the Making Home Affordable program, visit [www.makinghomeaffordable.gov](http://www.makinghomeaffordable.gov) website. **Please wait to submit the financial package until ALL required forms are completed and necessary attachments included.**  
**ALL required forms are completed and necessary attachments included.**
- **Please continue to make your monthly payment.** If assistance is needed, it is recommended that you contact a credit counselor who is trained to guide you through your current financial situation. You can access [www.hud.gov](http://www.hud.gov) or call 800-225-5342 for more information regarding credit counselors.
- You may receive phone calls or letters from our office asking for a payment while we consider any options that might be available.
- All modifications require an escrow account for the payment of taxes and insurance. If your loan does not currently include an escrow account for the payment of taxes and insurance, one will be added.
- While being reviewed for a workout (other than the Making Home Affordable program), a fee to validate the value of the property may be assessed at your expense (approximate cost \$100 - \$150).
- As a condition of the modification, you may be required to enroll in an electronic payment program.

### **Frequently Asked Questions**

#### ***How long will it take to process my modification request and determine if I qualify for the program?***

We will review your request as quickly as possible. Once the package is returned to our office, Loss Mitigation will contact you within 10 business days advising the package was received and notifying you if additional information is required. Within 30 days from the date a complete package is received, you will be notified whether the modification option is available to you. If you aren't eligible for a modification, the reason for denial will be provided. Please note, however, that your modification will not be effective unless you meet all of the applicable conditions.

#### ***I pay my car insurance on a semi-annually or annual basis. How should I list that?***

Please make sure that the amount of the expense is broken down to a monthly premium amount.

**Example:** If the car insurance is \$500 for 6 months to determine the monthly premium divide \$500 by 6 months (\$83.33).

#### ***If I am submitting my tax returns, why do I need to complete the 4506T-EZ form?***

The 4506T-EZ form is required for a modification. If income tax information is missing that you are unable to provide, we will utilize the 4506T-EZ form to obtain the necessary information.

#### ***What information is needed on the form 4506T-EZ?***

Please complete the following:

- Line(s)**    **1a – 4:** List information as shown on your tax return
- 5:** Write the name, address, and telephone number shown on your monthly mortgage statement
  - 6:** Write the year of the most-recent tax return you filed (Should be 2008 in most cases)

***Be sure to sign the form where indicated.***

The 4506T-EZ form states, "Caution: If the transcript is being mailed to a third party, ensure that you have filled in line 6 before signing. Sign and date the form once you have filled in line 6. Completing these steps helps to protect your privacy." What do I enter for those items?

All applicable blanks on the form need to be completed. This disclaimer is provided as a warning that line 6 must be completed prior to signing the form.

8843

**Purpose of form.** Individuals can use Form 4506T-EZ to request a tax return transcript that includes most lines of the original tax return. The tax return transcript will not show payments, penalty assessments, or adjustments made to the originally filed return. You can also designate a third party (such as a mortgage company) to receive a transcript on line 5. Form 4506T-EZ cannot be used by taxpayers who file Form 1040 based on a fiscal tax year (that is, a tax year beginning in one calendar year and ending in the following year). Taxpayers using a fiscal tax year must file Form 4506-T, Request for Transcript of Tax Return, to request a return transcript.

Use Form 4506-T to request the following.

- A transcript of a business return (including estate and trust returns).
- An account transcript (contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed).
- A record of account, which is a combination of line item information and later adjustments to the account.
- A verification of nonfiling, which is proof from the IRS that you did not file a return for the year.

- A Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript.

Form 4506-T can also be used for requesting tax return transcripts.

**Automated transcript request.** You can call 1-800-829-1040 to order a tax return transcript through the automated self-help system. You cannot have a transcript sent to a third party through the automated system.

**Where to file.** Mail or fax Form 4506T-EZ to the address below for the state you lived in when that return was filed.

If you are requesting more than one transcript or other product and the chart below shows two different RAIVS teams, send your request to the team based on the address of your most recent return.

## Where to mail . . .

If you filed an individual return and lived in:	Mail or fax to the "Internal Revenue Service" at:
Alabama, Delaware, Florida, Georgia, North Carolina, Rhode Island, South Carolina, Virginia	RAIVS Team P.O. Box 47-421 Stop 91 Doraville, GA 30362 770-455-2335
Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, or A.P.O. or F.P.O. address	RAIVS Team Stop 6718 AUSC Austin, TX 73301 512-480-2272
Alaska, Arizona, California, Colorado, District of Columbia, Hawaii, Idaho, Iowa, Kansas, Maine, Maryland, Massachusetts, Minnesota, Montana, New Hampshire, New Mexico, New York, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Vermont, Washington, Wisconsin, Wyoming	RAIVS Team Stop 37106 Fresno, CA 93888 559-456-5876
Arkansas, Connecticut, Illinois, Indiana, Michigan, Missouri, New Jersey, Ohio, Pennsylvania, West Virginia	RAIVS Team Stop 6705-B41 Kansas City, MO 64999 816-292-6102

**Signature and date.** Form 4506T-EZ must be signed and dated by the taxpayer listed on line 1a or 2a. If you completed line 5 requesting the information be sent to a third party, the IRS must receive Form 4506T-EZ within 60 days of the date signed by the taxpayer or it will be rejected.

Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506T-EZ exactly as your name appeared on the original return. If you changed your name, also sign your current name on the original return. If you changed your name, also sign your current name.

**Privacy Act and Paperwork Reduction Act Notice.** We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. Sections 6103 and 6109 require you to provide this information, including your SSN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, and the District of Columbia for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506T-EZ will vary depending on individual circumstances. The estimated average time is: Learning about the law or the form, 9 min.; Preparing the form, 18 min.; and Copying, assembling, and sending the form to the IRS, 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506T-EZ simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W-CAR:MP:T:T:SP, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see Where to file on this page.

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## Transaction History

### Disclaimer

### Disclaimer

The transactions and balances shown below may differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments, purchases or charges. This report is for information only.

#### Account Title/Address:

TODD SILBER  
73 FARNHAM RD

SOUTH WINDSOR, CT 06074

#### Customer Name:

TODD SILBER

Acct #: 4443

Acct Type: VIP FREE INTEREST CHECKING

Balance: \$653.98

Total Available Balance: \$653.98

Last Statement Date: 01/20/2010

#### History search parameters

#### Transaction

Type: All Items

#### Amount

From:

To:

#### Date

From: 12/14/2009

To: 01/22/2010

### Pending Transactions

Post Date	Transaction Type	Description	Check #	Amount/Rate
01/22/2010	NSF FEE REVERSAL	FEE REVERSAL, 00193, 110212	0000000000	37.00

### Posted Transactions

Post Date	Transaction Type	Description	Check #	Amount/Rate	Resulting Balance
01/21/2010	CK CRD PIN PURCHASE	TANDY LEATHER 105TANDY LE 001	0000000000	15.64	\$616.98
01/20/2010	IOD INTEREST PAID	IOD INTEREST PAID	0000000000	0.03	\$632.62
01/20/2010	FEE-NSF PD CK CRD SIGN	BJ'S WHOLESALE 184 14412743344	0000000000	34.00	\$632.59
01/19/2010	CK CRD SIGNATURE PURCH	BJ'S WHOLESALE 184 14412743344	0000000000	40.63	\$666.59
01/19/2010	POD INCLEARING CHECKS	PAID CHECK	0000000953	237.00	\$707.22
01/19/2010	DEPOSIT	DEPOSIT	0000000000	679.00	\$944.22
01/15/2010	ACH WITHDRAWAL	GEICO CHECKPAYMT 09	0000000954	171.10	\$265.22
01/14/2010	CK CRD SIGNATURE PURCH	EAST HARTFORD HESS 1	0000000000	40.14	\$436.32
01/13/2010	CK CRD PIN PURCHASE	USPS 0875140174/850 CLUSP 0026	0000000000	32.71	\$476.46
01/12/2010	CK CRD SIGNATURE PURCH	HIGASHI JAPANESE R 00109843344	0000000000	24.35	\$509.17
01/12/2010	ACH WITHDRAWAL	GEMB RSF CHECKPAYMT 09	0000000949	70.00	\$533.52
01/11/2010	CK CRD SIGNATURE PURCH	BLIZZARD ENT*WOW S	0000000000	14.99	\$603.52
01/11/2010	CK CRD SIGNATURE PURCH	LE GOURMET CHEF #5 420 0143344	0000000000	38.13	\$618.51
01/11/2010	CK CRD SIGNATURE PURCH	QUICK STOP CONVENI	0000000000	49.61	\$656.64
01/11/2010	CK CRD PIN PURCHASE	CNS JOANN STORES, 1932CNS 6674	0000000000	6.49	\$706.25
01/11/2010	ACH WITHDRAWAL	Kohls Chg Pmt Check PMT 09	0000000947	15.00	\$712.74
01/11/2010	CK CRD PIN PURCHASE	CNS TOYS R US 9759594334435765	0000000000	18.00	\$727.74
01/11/2010	ACH WITHDRAWAL	OLD NAVY CHECKPAYMT 09	0000000946	22.00	\$745.74
01/11/2010	CK CRD PIN PURCHASE	STOP & SHOP #699STOP & SH 001	0000000000	29.49	\$767.74
01/11/2010	CK CRD PIN PURCHASE	TARGET T1249 MANCHESTETAR 4900	0000000000	34.98	\$797.23



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## Transaction History Continuation

### Disclaimer

#### Disclaimer

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TODD SILBER

ACCT # 1443

VIP FREE INTEREST CHECKING

### Results

Post Date	Transaction Type	Description	Check #	Amount/Rate	Resulting Balance
01/11/2010	ACH WITHDRAWAL	GENESIS WEB BANK Payment 09	0000000950	60.00	\$832.21
01/11/2010	ACH WITHDRAWAL	Cox Comm - CON CHECK PYMT 09	0000000951	132.98	\$892.21
01/11/2010	CK CRD PURCH REVERSAL	LE GOURMET CHEF #5 420 0143344	0000000000	26.49	\$1,025.19
01/08/2010	POD INCLEARING CHECKS	PAID CHECK	0000000952	195.00	\$998.70
01/08/2010	CK CRD PIN PURCHASE	STOP & SHOP #699STOP & SH 001	0000000000	28.67	\$1,193.70
01/08/2010	CK CRD PIN PURCHASE	BJ'S WHOLESALE C 1046 BJ' IN39	0000000000	109.17	\$1,222.37
01/07/2010	CK CRD SIGNATURE PURCH	NYS COLLECTION 2 0000014334435	0000000000	15.90	\$1,331.54
01/07/2010	POD INCLEARING CHECKS	PAID CHECK	0000000948	20.00	\$1,347.44
01/07/2010	CK CRD PIN PURCHASE	GEISSLER'S SUPER MARKEGEI 5346	0000000000	21.24	\$1,367.44
01/07/2010	DEPOSIT	DEPOSIT	0000000000	679.00	\$1,388.68
01/06/2010	CK CRD SIGNATURE PURCH	USPS 0833690128	0000000000	38.62	\$709.68
01/05/2010	CK CRD PIN PURCHASE	STOP & SHOP #699STOP & SH 001	0000000000	42.66	\$748.30
01/04/2010	POD INCLEARING CHECKS	PAID CHECK	0000000938	45.00	\$790.96
01/04/2010	ACH WITHDRAWAL	HSBC CREDIT SVC2 CHECKPAYMT 94	0000000943	20.00	\$835.96
01/04/2010	CK CRD PIN PURCHASE	BJ'S WHOLESALE C 1046 BJ' IN30	0000000000	33.32	\$855.96
01/04/2010	ACH WITHDRAWAL	CHASE CHECK PYMT 09	0000000941	70.00	\$889.28
01/04/2010	ACH WITHDRAWAL	DELL FINANCIAL CHECK PYMT 09	0000000944	75.00	\$959.28
01/04/2010	ACH WITHDRAWAL	CITICARD PAYMENT CHECK PYMT 09	0000000940	95.00	\$1,034.28
01/04/2010	ACH WITHDRAWAL	CHASE CHECK PYMT 09	0000000942	160.00	\$1,129.28
01/04/2010	ONLINE TRNSF-IMMEDIATE	TFR TO CK 0018870396	0000000000	25.00	\$1,289.28
01/04/2010	DEPOSIT AT ATM	1695 ELLINGTON RD 115719433443	0000000000	679.00	\$1,314.28
12/31/2009	CK CRD SIGNATURE PURCH	EBAY INC.	0000000000	28.12	\$635.28
12/31/2009	POD INCLEARING CHECKS	PAID CHECK	0000000939	209.27	\$663.40
12/31/2009	ACH WITHDRAWAL	YANKEE GAS CHECKPAYMT 94	0000000945	85.00	\$872.67
12/30/2009	CK CRD PIN PURCHASE	WAL-MART #1891WAL-MART #1 1891	0000000000	22.00	\$957.67
12/29/2009	CK CRD SIGNATURE PURCH	MR SPARKLE CAR WAS 14602743344	0000000000	9.99	\$979.67
12/29/2009	CK CRD SIGNATURE PURCH	FYE MANCHESTER 574 74100443344	0000000000	34.96	\$989.66
12/29/2009	CK CRD SIGNATURE PURCH	BJ'S FUEL #9184 38624043344357	0000000000	47.26	\$1,024.62
12/28/2009	CK CRD PIN PURCHASE	CNS BATH & BODY WOR062CNS 8972	0000000000	15.26	\$1,071.88
12/28/2009	CK CRD PIN PURCHASE	STOP & SHOP #699STOP & SH 001	0000000000	57.79	\$1,087.14
12/28/2009	CK CRD PIN PURCHASE	BJ'S WHOLESALE C 1046 BJ' IN32	0000000000	64.51	\$1,144.93
12/24/2009	DEPOSIT AT ATM	1695 ELLINGTON RD 115719433443	0000000000	679.00	\$1,209.44

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## Transaction History Continuation

### Disclaimer

#### Disclaimer

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TODD SILBER

ACCT # 4443

VIP FREE INTEREST CHECKING

### Results

Post Date	Transaction Type	Description	Check #	Amount/Rate	Resulting Balance
12/23/2009	CK CRD SIGNATURE PURCH	BJ'S FUEL #9184 46824543344357	0000000000	45.78	\$530.44
12/22/2009	CK CRD SIGNATURE PURCH	USPS 0833690128	0000000000	5.65	\$576.22
12/22/2009	CK CRD SIGNATURE PURCH	VCA VALLEY #360 78525543344357	0000000000	51.00	\$581.87
12/21/2009	CK CRD PIN PURCHASE	STOP & SHOP #699STOP & SH 001	0000000000	14.08	\$632.87
12/21/2009	CK CRD PIN PURCHASE	BJ'S WHOLESALE C 1046 BJ' IN30	0000000000	118.47	\$646.95
12/18/2009	IOD INTEREST PAID	IOD INTEREST PAID	0000000000	0.02	\$765.42
12/18/2009	CK CRD SIGNATURE PURCH	USPS 0875140173000 097	0000000000	5.65	\$765.40
12/18/2009	CK CRD SIGNATURE PURCH	USPS 0875140173000 097	0000000000	12.74	\$771.05
12/18/2009	CK CRD SIGNATURE PURCH	FRIENDLY ICE CREAM 47207043344	0000000000	20.76	\$783.79
12/18/2009	DEPOSIT	DEPOSIT	0000000000	679.00	\$804.55
12/17/2009	CK CRD SIGNATURE PURCH	ALEXIAS PIZZA 4821714334435765	0000000000	30.08	\$125.55
12/17/2009	CK CRD PIN PURCHASE	GEISSLER'S SUPER MARKEGEI 5346	0000000000	22.12	\$155.63
12/16/2009	CK CRD PIN PURCHASE	OCEAN STATE JOB LOOCEAN S 5040	0000000000	22.15	\$177.75
12/16/2009	CK CRD PIN PURCHASE	MANCHESTER IRVINGMANCHEST 022	0000000000	46.84	\$199.90
12/15/2009	ACH WITHDRAWAL	Credit One Bank Payment 93	0000000935	40.00	\$246.74
12/15/2009	ACH WITHDRAWAL	GENESIS WEB BANK Payment 09	0000000937	45.00	\$286.74
12/15/2009	ACH WITHDRAWAL	JCPENNEY/GEMB CHECKPAYMT 09	0000000936	60.00	\$331.74
12/14/2009	CK CRD SIGNATURE PURCH	FAS 316 MART 1	0000000000	12.06	\$391.74
12/14/2009	CK CRD SIGNATURE PURCH	GEISSLER'S SUPERMA 1	0000000000	26.46	\$403.80
12/14/2009	POD INCLEARING CHECKS	PAID CHECK	0000000933	126.09	\$430.26
12/14/2009	CK CRD SIGNATURE PURCH	BJ'S WHOLESALE 184 53888743344	0000000000	132.47	\$556.35
12/14/2009	CK CRD SIGNATURE PURCH	BJ'S WHOLESALE 184 53889543344	0000000000	142.23	\$688.82
12/14/2009	ACH WITHDRAWAL	SEARS PAYMENT CHECK PYMT 09	0000000934	40.00	\$831.05
12/14/2009	CK CRD PIN PURCHASE	SOU JCPENNEY STORE 532SOU 0003	0000000000	65.00	\$871.05

End of Report



## Transaction History

### Disclaimer

#### Disclaimer

The transactions and balances shown below may differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments, purchases or charges. This report is for information only.

#### Account Title/Address:

TODD SILBER  
73 FARNHAM RD

SOUTH WINDSOR, CT 06074

#### Customer Name:

TODD SILBER

Acct #: 0396

Acct Type: VIP FREE INTEREST CHECKING

Balance: \$20.25

Total Available Balance: \$674.23

Last Statement Date: 01/20/2010

#### History search parameters

##### Transaction

Type: All Items

##### Amount

From:

To:

##### Date

From: 12/14/2009

To: 01/22/2010

#### Pending Transactions

Post Date	Transaction Type	Description	Check #	Amount/Rate
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#### Posted Transactions

Post Date	Transaction Type	Description	Check #	Amount/Rate	Resulting Balance
01/05/2010	CK CRD SIGNATURE PURCH	GODADDY.COM 283000433443001030	0000000000	38.98	\$20.25
01/04/2010	ONLINE TRNSF-IMMEDIATE	TFR FR CK 0019654443	0000000000	25.00	\$59.23
12/14/2009	CK CRD SIGNATURE PURCH	HIGASHI JAPANESE R 00109843344	0000000000	13.55	\$34.23

----- End of Report -----



Unemployment  
Compensation ①

### Claimant Account Inquiry

Name: TODD SILBER Username: TSILBER1313 Friday, January 22, 2010

Account Information		
Remaining balance on your unemployment insurance account		\$10,463.00
Week ending date for which you last claimed benefits		January 16, 2010
Date that your last claim certification was processed		January 17, 2010
Your current claim certification filing choice		Electronic
Payment Information		
Payment Issue Date	Week Ending Date(s)	Payment Amount
January 19, 2010	January 16, 2010	\$679.00
January 13, 2010	January 9, 2010	\$679.00
Messages		

Current unemployment Pay scale and Remaining balance of this first filing. Again I have over 37 weeks of extended benefits beyond there is weeks I R I Need it.

I have enclosed my latest stub, but Also on my Transaction History Bank statement you will see weekly deposits of \$679.00

**Workforce**  
Development  
Division of Unemployment Assistance

to Prior Declaration 4 of 25

**TeleCert/WebCert**  
**Unemployment Insurance**  
**Benefit Claim Certification by Telephone or Web**

*Unemployment  
Consentation ②*

Your unemployment insurance benefits check is attached below. Before you cash the check, detach it and keep the stub for your records.



**File every week that you are unemployed or working part-time.** (If you worked full-time, you are not eligible for benefits for that week and should not file.)

**Here's how to file for benefits.**

✓ **Call:** 617-626-6338 or use the Internet. Go to [www.mass.gov/dua](http://www.mass.gov/dua) (follow the instructions on the screen).

✓ **Days/times to file:** Sunday to Friday, from 7:00 a.m. to 7:00 p.m. (same hours on the Internet)

Sunday is the first day of the week you can call to claim benefits for the previous week.  
Not available on Saturdays or legal holidays.

✓ **Information you will need:**

- ☐ Your Social Security Number
- ☐ For Telecert use your 4-digit Personal Identification Number (PIN). For WebCert log in with a User Name & Password.
- ☐ The amount of your gross earnings if you worked during the week claimed. Include holiday pay.

✓ **Answer these three questions:**

You are answering these questions only for the week that you are claiming benefits.

- ☐ During the week claimed, did you look for work?
- ☐ During the week claimed, were you able to work and available for work?
- ☐ During the week claimed, did you work or earn holiday pay?

Failure to report employment and wages while collecting Unemployment Insurance may result in penalties and/or prosecution.  
(If you answer "yes" to this question, you will be asked to enter the amount of your earnings in dollars and cents. Include holiday pay. If you do not know how much you earned, you will need to call Telecert again or use WebCert again to report your earnings. This may delay your benefits).

**To reactivate your claim:**

If you do not claim benefits for even one week - because you returned to work or another reason - your claim will "close". You may reactivate it by calling the DUA TeleClaim Center. Call one of the numbers below to speak to a claims agent.

Form 1042 Rev 01-08-10

**TeleClaim Center:** Call one of these numbers when you need to speak to a claims agent. Call 1-877-626-6800 if you are calling from area codes 351, 413, 508, 774, and 978. From any other area code, call 617-626-6800.

WEEK ENDING	GROSS EARNINGS	DEP ALLOW	DEDUCTIONS							NET-PAYMENT
			EARNINGS	PENSION	CHILD SUPP	OVER PYMT	FED TAX	STATE TAX	HEALTH INS	
01/16/10	0.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	679.00
SOC SEC ACCT NO XXX-XX-2236	BENEFIT RATE 629.00	CHECK NO 40-081300	CHECK DATE 01/19/10	CHECK AMOUNT 679.00	BALANCE 10463.00					

SEE OTHER  
SIDE FOR  
REMINDERS





### **Reminders:**

- If you are receiving retirement benefits, severance pay, or other payments that you did not report previously to this agency, or if an amount you reported has changed, notify the TeleClaim Center as soon as possible.  
soon as possible.
- In order to maintain eligibility for Unemployment Insurance benefits, you are required to conduct an active search for work in each week in which you claim benefits.  
Go to [www.mass.gov/dua/worksearch](http://www.mass.gov/dua/worksearch) for more information.
- If you refused to work, quit a job or were fired from a job during the week you claimed and you have not notified this agency, contact the TeleClaim Center as soon as possible.
- Address Change? If your address has changed since you last claimed benefits, contact the TeleClaim Center for instructions.



### **Caution!**

- To detect unreported earnings, this agency matches information on this form weekly with data submitted by all Massachusetts employers to the Department of Revenue. This agency also matches your records with those of other state and federal agencies to confirm that you are eligible for benefits.

### **TeleClaim Center**



- Call one of these numbers when you need to speak to a claims agent. Call **1-877-626-6800** if you are calling from area codes 351, 413, 508, 774, and 978. From any other area code, call **1-617-626-6800**.

Unemployment  
Compensation ③

To whom it may concern,

Attached is my current Unemployment compensation stub. The stub reflects \$679 paid weekly, with a balance of \$10423.00. This balance provides over 15 weeks of Unemployment compensation. However, please understand that there are extensions that I will qualify for (since I was in the Auto Business) that will surpass your 9-month requirement.

15 weeks left currently

Plus the first extension: **October 2 Update:** Senator Max Baucus, Chairman of the Finance Committee, introduced legislation - the Emergency Unemployment Compensation Act of 2009 - that provides additional weeks of federal unemployment benefits to workers in all states. Baucus and Senate Majority Leader Harry Reid propose four extra weeks of extended unemployment benefits for all states, plus 13 additional weeks for the 27 hardest-hit states.

Connecticut falls in the parameter of the "27 hardest hit states".

This extension provides 17 more weeks

Second extension: **November 6 Update:** President Obama has signed the unemployment extension legislation. Check with your state unemployment office for details on when payments will start being made. The extension provides for 14 weeks of extended benefit coverage for every state and an additional 6 weeks, for a total of 20 weeks, in high unemployment states where unemployment is over 8.5%.

Again, Connecticut is unfortunately over 8.5%

This extension provides another 20 weeks

Now these 2 first extensions alone plus my current benefit time is 52 weeks, totaling 1 year, surpassing your 9-month requirement.

Please understand I have no intention of staying unemployed that long, however. Come spring time the latest, I will land back in a car dealership if need be. Please also understand I was laid off back in July of 09 and have gone through 90% of my savings. I did not think I would be unemployed this long. This is the down side to the auto business, great money while employed, but hit turn around. While employed in the Auto Business, my history and experience grants me a pretty high paying salary. So even though I was laid off in July, I was able to live off most of my savings and pay all my bills up until November. I hope that the fact I kept trying and staying above "water" for 5 months after my lay off before deciding I needed to ask for help will show for something of my character. I did not reach for handouts and help from all sources nor did I stop paying bills upon my layoff back in July. I fought every day to find work and stay on top of all my financial obligations. At this time I have to prioritize, I am the sole provider for my 2 children. My priorities are keeping my House, keeping the heat and electricity on, and keeping



Unemployment  
Compensation (4)

[REDACTED] 8843

food on the table. As soon as GMAC can help me the better. Please also consider this, While unemployed I have continued to search for work, but also considered school. Currently there are unemployed I have continued to search for work, but also considered school. Currently there are programs that would allow me to go school for up to 40weeks while maintaining my benefits. Going to school will allow me to further my education and get into another field of work with schooling backing. I only have a G.E. D. Education. I cannot go into any other field other then the "hi-risk" auto industry and make the good money I make. But it's a failing business and lest face it I have spent 10 of the last 15 months laid off and in and out of the car business. WHAT MY POINT IS... With a modification to my Loan. I could put myself through school right now (if I could get financial aid). And get myself into a new field of work with a proper education, that could avoid the turmoil's of the auto industry and at the same time severely reduce the chances of me having to go through these hard times again.

Sincerely Todd Silber

...and ...

Department of the Treasury -- Internal Revenue Service  
Form **1040** **U.S. Individual Income Tax Return** **2008** (99) IRS Use Only -- Do not write or staple in this space.

For the year Jan. 1-Dec. 31, 2008, or other tax year beginning , 2008, ending , 20 OMB No. 1545-0074

**Label Use the IRS label. Otherwise, please print or type.**

**TODD SILBER**  
**TODD SILBER**  
**73 FARNHAM ROAD**  
**South Windsor CT 06074**

**Your social security number**  
**2236**

**Spouse's social security no.**

**Spouse's social security no.**

**▲ You must enter your SSN(s) above. ▲**

Checking a box below will not change your tax or refund.

**Presidential Election Campaign** Check here if you, or your spouse if filing jointly, want \$3 to go to this fund (see instructions) ☐ **You** ☐ **Spouse**

**Filing Status**

1 ☐ Single 4 ☒ Head of household (with qualifying person). (See inst.) If qualifying person is a child but not your dependent, enter child's name here.

2 ☐ Married filing jointly (even if only one had income)

3 ☐ Married filing separately. Enter spouse's SSN above and full name here.

5 ☐ Qualifying widower with dependent child (see inst.)

Check only one box.

**Exemptions**

If more than four dependents, see instructions.

6a ☒ **Yourself.** If someone can claim you as a dependent, do not check box 6a.

6b ☐ **Spouse**

6c **Dependents:**

(1) First name	Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) <input checked="" type="checkbox"/> if qualifying child for child tax credit (see inst.)
MADISON	SILBER	6967	Daughter	<input checked="" type="checkbox"/>
ALISON	GILBERT	4485	Daughter	<input checked="" type="checkbox"/>
MALINDA	JOHNSTON	8009	Other	

Boxes checked on 8a and 8b **1**

No. of children on 8c who:  
• lived with you **2**  
• did not live with you due to divorce or separation (see inst.)

Dependents on 8c not entered above **1**

Add numbers on lines above **4**

**d Total number of exemptions claimed**

**7 Wages, salaries, tips, etc. Attach Form(s) W-2**

**Income**

**Attach Form(s) W-2 here. Also attach Forms 1099-INT and 1099-DIV if tax was withheld.**

**8a Taxable interest.** Attach Schedule B if required

**8b Tax-exempt interest.** Do not include on line 8a

**9a Ordinary dividends.** Attach Schedule B if required

**9b Qualified dividends (see instructions)**

**10 Taxable refunds, credits, or offsets of state and local income taxes (see instructions)**

**11 Alimony received**

**12 Business income or (loss).** Attach Schedule C or C-EZ

**13 Capital gain or (loss).** Attach Schedule D if required. If not required, check here.

**14 Other gains or (losses).** Attach Form 4797

**15a IRA distributions** **15b Taxable amount**

**16a Pensions and annuities** **16b Taxable amount**

**17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E**

**18 Farm income or (loss).** Attach Schedule F

**19 Unemployment compensation**

**20a Social security benefits** **20b Taxable amount (see inst.)**

**21 Other income**

**22 Add the amounts in the far right column for lines 7 through 21. This is your total income**

**Adjusted Gross Income**

**23 Educator expenses (see instructions)**

**24 Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106/2106-EZ**

**25 Health savings account deduction. Attach Form 8889**

**26 Moving expenses. Attach Form 3903**

**27 One-half of self-employment tax. Attach Schedule SE**

**28 Self-employed SEP, SIMPLE, and qualified plans**

**29 Self-employed health insurance deduction (see instructions)**

**30 Penalty on early withdrawal of savings**

**31a Alimony paid** **b Recipient's SSN**

**32 IRA deduction (see instructions)**

**33 Student loan interest deduction (see instructions)**

**34 Tuition and fees deduction. Attach Form 8917**

**35 Domestic production activities ded. Attach Form 8803**

**36 Add lines 23 through 31a and 32 through 35**

**37 Subtract line 36 from line 22. This is your adjusted gross income**

**For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see instructions.**

**Form 1040 (2008)**



6 MAY 2015 10:44 AM

8843

Form 1040 (2008)

SILBER -2236

Page 2

<b>Tax and Credits</b>	38	Amount from line 37 (adjusted gross income) . . . . .	38	86,882
	39a	Check <input type="checkbox"/> You were born before January 2, 1944, <input type="checkbox"/> Blind. <b>Total boxes</b> <input type="checkbox"/> If: <input type="checkbox"/> Spouse was born before January 2, 1944, <input type="checkbox"/> Blind. <b>checked</b> ▶ 39a		
<b>Standard Deduction</b> For -- • People who checked any box on line 39a, 39b, or 39c or who can be claimed as a dep., see inst. • All others: Single or Married filing separately, \$5,450 Married filing jointly or Qualifying widow(er), \$10,900 Head of household, \$8,000	b	If your spouse itemizes on a separate return or you were a dual-status alien, see inst. and check here ▶ 39b		
	c	Check if standard deduction includes real estate taxes or disaster loss (see inst.) ▶ 39c		
	c	Check if standard deduction includes real estate taxes or disaster loss (see inst.) ▶ 39c		
	40	Itemized deductions (from Schedule A) or your standard deduction (see left margin) . . . . .	40	28,382
	41	Subtract line 40 from line 38 . . . . .	41	58,500
	42	If line 38 is over \$119,975, or you provided housing to a Midwestern displaced individual, see instructions. Otherwise, multiply \$3,500 by the total number of exemptions claimed on line 6d. . . . .	42	14,000
	43	<b>Taxable income.</b> Subtract line 42 from line 41. If line 42 is more than line 41, enter -0- . . . . .	43	44,500
	44	<b>Tax</b> (see inst.). Check if any tax is from: a <input type="checkbox"/> Form(s) 8814 b <input type="checkbox"/> Form 4972 . . . . .	44	6,194
	45	<b>Alternative minimum tax</b> (see instructions). Attach Form 6251 . . . . .	45	
	46	Add lines 44 and 45 . . . . .	46	6,194
47	Foreign tax credit. Attach Form 1116 if required . . . . .	47		
48	Credit for child & dependent care expenses. Attach Form 2441 . . . . .	48		
49	Credit for the elderly or the disabled. Attach Schedule R . . . . .	49		
50	Education credits. Attach Form 8863 . . . . .	50		
51	Retirement savings contributions credit. Attach Form 8880 . . . . .	51		
52	Child tax credit (see instructions). Attach Form 8901 if required . . . . .	52	1,400	
53	Credits from Form: a <input type="checkbox"/> 8396 b <input type="checkbox"/> 8839 c <input type="checkbox"/> 5695 . . . . .	53		
54	Other credits from Form: a <input type="checkbox"/> 3800 b <input type="checkbox"/> 8801 c <input type="checkbox"/> . . . . .	54		
55	Add lines 47 through 54. These are your <b>total credits</b> . . . . .	55	1,400	
56	Subtract line 55 from line 46. If line 55 is more than line 46, enter -0- . . . . .	56	4,794	
<b>Other Taxes</b>	57	Self-employment tax. Attach Schedule SE . . . . .	57	
	58	Unreported social security and Medicare tax from Form: a <input type="checkbox"/> 4137 b <input type="checkbox"/> 8919 . . . . .	58	
	59	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required . . . . .	59	
	60	Additional taxes: a <input type="checkbox"/> AEIC payments b <input type="checkbox"/> Household employment taxes. Attach Schedule H . . . . .	60	
	61	Add lines 56 through 60. This is your <b>total tax</b> . . . . .	61	4,794
<b>Payments</b>	62	Federal income tax withheld from Forms W-2 and 1099 . . . . .	62	10,153
	63	2008 estimated tax payments & amt. applied from 2007 return . . . . .	63	
	64a	<b>Earned income credit (EIC)</b> . . . . .	64a	
	b	Nontaxable combat pay election <input type="checkbox"/> 64b . . . . .		
	65	Excess social security and tier 1 RRTA tax withheld (see inst.) . . . . .	65	
	66	Additional child tax credit. Attach Form 8812 . . . . .	66	
	67	Amount paid with request for extension to file (see instructions) . . . . .	67	
	68	Credits from Form: a <input type="checkbox"/> 2439 b <input type="checkbox"/> 4136 c <input type="checkbox"/> 8801 d <input type="checkbox"/> 8885 . . . . .	68	
	69	First-time homebuyer credit. Attach Form 5405 . . . . .	69	
	70	Recovery rebate credit (see instructions) . . . . .	70	
	71	Add lines 62 through 70. These are your <b>total payments</b> . . . . .	71	10,153
<b>Refund</b>	72	If line 71 is more than line 61, subtract line 61 from line 71. This is the amount you <b>overpaid</b> . . . . .	72	5,359
	73a	Amount of line 72 you want <b>refunded to you</b> . If Form 8888 is attached, check here. . . . .	73a	5,359
	b	Routing no. <u>1 2 2 2 3 1 3 0 4</u> ▶ c Type: <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings . . . . .		
	d	Account no. <u>9 8 1 9 1 0 4 4 7 8 2 2 3 6</u> . . . . .		
	74	Amt. of line 72 you want applied to your 2008 estimated tax . . . . .	74	
<b>Amount You Owe</b>	75	<b>Amount you owe.</b> Subtract line 71 from line 61. For details on how to pay, see instructions . . . . .	75	
	76	Estimated tax penalty (see instructions) . . . . .	76	

**Third Party Designee** Do you want to allow another person to discuss this return with the IRS (see instructions)? . . . ☒ Yes. Complete the following. ☐ No

Designee's name ▶ <b>PREPARER</b>	Phone no. ▶	Personal identification number (PIN) ▶
-----------------------------------	-------------	----------------------------------------

**Sign Here** Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature	Date	Your occupation <b>MARKETING MANAGER</b>	Daytime phone number
Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation	

**Paid Preparer's Use Only**

Preparer's signature ▶	Date	Check if self-employed <input type="checkbox"/>	Preparer's SSN or PTIN
Firm's name (or yours if self-employed), address, & ZIP code	EIN	Phone no.	
<b>TAXES 1ST LLC</b> <b>756 PARK AVE</b> <b>Bloomfield, CT 06002</b>	<b>7955</b>	<b>(860) 836-0036</b>	

[REDACTED] 8843

## GMAC LOSS MITIGATION. 1-23-2010

GMAC LOSS MITIGATION. 1-23-2010

To Whom it may concern.

This letter is included in my 2<sup>nd</sup> attempt at a modification to my loan. I need YOUR HELP. I need a small modification on my home so I may keep my house. Please Help me.

In this letter I hope you see that I am doing everything I can to reduce my overhead and cost of living. I hope you will find compassion As I inform you of personal and family life. I hope this serves enough evidence that I can and will keep my house. I will do anything and everything in my power to hold onto this. In the end I hope this letter will show enough supporting evidence that with GMAC's help and aid we can afford to keep this house.

**WHAT AM I DOING:** Last time I applied (12-11-2009) I had an overhead of over \$4000 dollars. I have shaved nearly \$1000 off of this. I got rid of one of the family's cars reducing gas, insurance and maintenance cost. Now a family of 4 sharing one car is tough, but it's a sacrifice we found necessary. Also we recently have filed for energy assistance. In the spring/summer months our utilities are only around \$180 combined (gas and electric). Though through winter it shoots up, with energy assistance we can get the aid we need through the winter months, this reducing our overhead. Also we have signed up with Direct energy to provide cheaper electricity, guaranteed to reduce our electric bill by 15-20%. On Feb 1<sup>st</sup> we will be applying for Ct, food stamps. As of Feb 1<sup>st</sup> the household will be under the income level and should be able to receive assistance.

As for the credit card dept, I have talked to a few friends and counselors at agencies. It seems I should stop paying them, go a few months behind and then work with a counselor to get a big reduced payment. I am being told I can cut my credit card payments 75-80%, In the mean time I have cancelled credit cards. I AM NOT PROUD OF THESE THINGS. I am not proud I have to stop paying my credit card companies for a few months. I am ashamed I have to ask for energy assistance and food stamps. But I have come to realization that it's not a hand out, its help for a family that need's it right now. And though I am ashamed, to save my house I will do whatever it takes. Please understand that with a modification to my loan I can and will make it work.

**WHAT COULD I AFFORD:** Like the banking industry the car industry has taken a tough hit? I am trying to find a better job to provide a more secure future for my family outside the auto industry. And by better I do not mean more money, I mean a job that does not have a high risk of lay off. Now yes currently I am still seeking employment in the Auto Business, main reason I cannot find a job that will pay the same money with my current education level only being a GED. And though the auto business paid great, people who are staying in it are taking pay cuts. Places I have interviewed for are not paying nearly as

8843

much as they used to. Don't get me wrong I am not refusing these positions; it's just that I am not being chosen for them. But if I do land a job back at a Dealership, I still will need a modification on my loan as chosen for them. But if I do land a job back at a Dealership, I still will need a modification on my loan as the pay in the auto business has dropped and steadily dropping since 2006. With all the dealerships that have closed it's much harder to compete for a job.

Now It is not GMAC's problem or responsibility to help me find a job. But my point is this... There are other jobs to reduce the chances of this happening again. Currently MASS. Unemployment has school/educational programs that would allow me to continue to get my financial insurance benefits and at the same time go to school, to further my education, get a degree or a certification in another field. Now most of these other fields will not pay the same compensation as the auto business. But these other fields such as Nursing or Culinary have a more hi demand and with certification, finding and maintaining employment would be a lot easier then the auto business. But this is not an option unless I could reduce my overhead, if GMAC could reduce my mortgage payment. Getting this help right now would provide more for my family and future securities.

GMAC also needed help at one point did they not? Recently didn't GMAC get 3.8 billion from the U.S. Government? 3.8 billion.... You're really going to tell me GMAC can't give me a small loan in good faith after getting 3.8 billion. There isn't a program for me to reduce my payments by \$300-500 monthly? Nothing under the HAMP law I can qualify for? Or lower my interest rate? I pay my taxes. So if that aid GMAC got came from tax payer's money, I actually gave you help and now need some in return...

I do not even care if you make my loan a 35year loan, 40 year loan. Take the reduction monthly amount and add it to the end of my term. Whatever you can do to help me reduce my mortgage payments to KEEP MY HOUSE will help me. I am begging you. I need your help, please. I promise you, I GIVE YOU MY WORD! I will make it work, weather back to the auto business, or going into a new field. I beg you to give me a chance and give me a modification of some kind I will make it work.

AND ULTIMATELY YOU HAVE NOTHING TO LOSE. If you were to foreclose on my house tomorrow, you now own a house that is severely under water. If you took the time to research what the houses in this neighborhood are worth or what they are selling for after they sit. You will find you will lose 10's of thousands.... However if you allow me to keep my house and give me some kind of modification, payments can start rolling in again on a regular basis. (FYI on January 19<sup>th</sup> I offered to make a partial payment of my past due amount, I told your employee I could afford a \$1400 payment at this time. She told me if I could not pay the full \$1990 then it would not show for anything and would not stop the foreclosure review, point is I tried to give you something, that 'something' is now in a small dated envelope with "attempted to pay \$1400 on this day" ... )

Anyway with a modification I can start making regular payments again. BUT! let's say for whatever reason, 10 months from now I go backwards again and can't pay the modified payments. WHAT HAVE YOU REALLY LOSS????? Nothing... the housing market can't get any worse or that much worse in 10 months per say, so chances are it would get better. Plus you got 10 more months of payments. But ultimately you lose nothing by giving me a modification and giving me a chance in good faith to pay it... I JUST NEED A CHANCE, Please I promise you I could make it work with a \$400-500 adjustment... please.

[REDACTED] 8843

You got 3.8 billion from the Government. You got aid when needed, I am asking for a small miniscule fraction of that help.  
fraction of that help.

**WHY SELLING MY HOUSE IS NOT AN OPTION:** I no longer have the good credit to move forward in buying a cheaper house. If GMAC said "Todd we will guarantee you a loan for X amount so you could buy a more affordable home". I would sell this house and buy a cheaper one. (Well it would have to meet a few criteria mainly staying in this school system). But GMAC isn't about to offer this are they?

Please do not think I own some big house do the amount I pay in taxes or what I owe. Do not misunderstand the situation. My taxes may be high and South Windsor Ct. may be looked upon as a "rich" town. But we have a very small house in the outskirts of this town. We can't even get a speed limit sign or watch for children sign on our road. IF you go to 99% of the other neighborhoods in this town the house's are larger, they have sidewalks, street signs, street lights. We have broken curbs, sand for our lawn, and pot holes every 30 feet. We bought a small house in this town appose to a larger house in a neighboring town for one reason.... education. Our children's education is very important to me and my fiancée. We cannot and will not jeopardize that in anyway. We have come too far and overcome too many hardships to go backwards now. I am the sole provider for my biological daughter as well as my fiancée's daughter (who is 15), Because her biological father is in jail and has not supported his daughter in any way shape or form in over 14 years. He owes over 30k in past due child support.

When I met my fiancée 10 years ago she and her daughter (5 years old at the time) were living in real tough conditions. And yes I was in a tough place as well. I took them in, and together we made a family. In a short time we had another daughter together and the 4 of us lived in a 1 bedroom apt. in a real rundown neighborhood. We had a stove that didn't work, a shower that the entire tile had rotted and you could see the pipes in the wall. At the time the 5 year old was going to a school with teachers who did not care, and with other children who picked on her mentally and sometimes physically causing us to have to get the police involved on more than one occasion. For 6 years we struggled, we fought, kicked, and climbed our way out of the hole and finally into the house we currently live in and have been in. We have come from the lowest of the lowest and going back to that is not an option. We were so desperate to find a house that when I first purchased this house, my first loan agreement had a 30k balloon payment at the end of a 15 year note. But at that time I took whatever I could, I had to... But I was lucky enough to start striving in the auto business and was able to fix my credit and move forward and get a refinance. At the same time, my children attended and are still currently attending good schools with teachers who care and other students who are kind and caring. So going backwards even a small step is not an option when it comes to my children's education. And so I humbly once again ask you to consider this, a small modification in our loan helps greater than you think. Please do not try to take our home away.

**WHATEVER IT TAKES:** I have filled this letter with personal information on why keeping this house is so important to us, information on how I have reduced a lot of overhead. And also information on how I **KNOW I COULD MAKE IT WORK**, if we just got a little help. And as much as I like to think GMAC does not want to take my house away and will do everything they can to work with me. I fear this is not true so I will close with this... This is not in any way a threat of any kind, I am humbly asking GMAC to help us with

8843

a modification. But if you ultimately decide you WILL not help me, if you plug numbers into a small computer and that's how you review this case.... I will seek out any help I can and fight you to the very computer and that's how you review this case.... I will seek out any help I can and fight you to the very end. I am already signing up with Connecticut housing, and will be working with someone on foreclosure prevention. I am currently awaiting some more information about the HAMP programs/laws.

I will not lose this house easily and I WILL NOT consider selling it. I have plenty of fight in me. I will speak and tell my story to whoever will listen. Congressman, media, lawyers, foreclosure Judges, I am prepared to talk to anyone who will listen or anyone GMAC puts me in front of. With this letter in hand, and other documentation here as well as logs and a journal of all conversations I have had with GMAC employees, I am prepared to plead my case to anyone I have to or anyone who will listen.

**IT COMES DOWN TO THIS!**

With the HAMP programs and laws out there, with modification programs available backed by the US government, with the 3.8 billion dollars GMAC received recently. I find it very hard to believe that there is not some sort of program out there that I qualify for. I find it impossible GMAC cannot offer me any aid. You really have nothing to lose.....

And in the end if GMAC decides NOT to help me, I am positive that someone I speak too or someone who reviews this document, after I exercise all resources and mail all the letters I can mail. I am positive someone out there WILL step in and help me keep my home if my mortgage company fails to do so. I have not lost faith in this wonderful country or the laws or the judicial system. I still believe ultimately people will do what is right. Someone will step in and not allow you to take my home, after I have offered multiple suggestions, evidence and options on how I could keep my home. And how I have worked so hard to achieve it in the first place.

Sincerely,

Todd Silber



860-922-4156

**Exhibit I**

①

Loss Mitigation  
233 Gilbratter Road Suite 600  
Horsham PA. 19044

---

Todd Silber  
Loan [REDACTED] 8843

More unemployment info, including  
original Award Letter. Plus Benefit  
History and Time frame.

CALL ME Please if you need  
Anything ELSE



8843



DEVAL L. PATRICK  
GOVERNOR

TIMOTHY P. MURRAY  
LT. GOVERNOR

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF WORKFORCE DEVELOPMENT  
DIVISION OF UNEMPLOYMENT ASSISTANCE  
Pittsfield UITCC  
Pittsfield UITCC  
160 North Street Ste 302  
Pittsfield, MA 01201

JOANNE F. GOLDSTEIN  
SECRETARY

MICHAEL TAYLOR  
DIRECTOR

JUDITH L. CICATIELLO  
DIRECTOR

DATE:

2-10-10

RE: Unemployment Insurance Benefits Verification

Enclosed is a printout which displays information relative to your unemployment insurance benefits. This was mailed to you as the result of a recent telephone request that the information be provided to you. If you did not request this information, please contact the Office of Internal Control & Security immediately at (617)626-6680

Thank you.

\*\$25 is added to the Unemployment Rate each week in accordance with the Federal Stimulus Package. This \$25 does not show on the attached printout but is represented by the asterisk to show that it was paid for the week.



UQS021

BENEFIT DETERMINATION DETAIL

02-10-10 09:34

LO: 06-0 2236 001 SILBER TODD P ST: MA BYB: 10-18-09  
MONETARY SEQ NBR: 001 BP USED: PRIMARY  
WAGES BY EMPLOYER LATEST 10-01-08 01-01-09 04-01-09 07-01-09  
EMPLOYER W A S SEP DATE 12-31-08 03-31-09 06-30-09 09-30-09  
BALISE M 60-080510 S N N 07-27-09 0.00 3126.00 22174.89 10389.53  
EMPLOYER W A S SEP DATE 12-31-08 03-31-09 06-30-09 09-30-09  
BALISE M 60-080510 S N N 07-27-09 0.00 3126.00 22174.89 10389.53  
HOFFMAN CT-000001 T 09-15-08 14341.00 0.00 0.00 0.00

TOTAL ELIG WAGES: 14341.00 3126.00 22174.89 10389.53  
TOTAL OF ALL QUARTERS: 50031.42

MONETARY STATUS: ELIGIBLE

MONETARY TYPE: R

AVG WEEKLY WAGE: 1405 BENEFIT CREDIT: 18011 BENEFIT RATE: 0629  
DEPENDENCY ALLOW: 0025 EARNINGS EXCL: 209.67 PAYMENT RATE: 0654  
POTENTIAL DURATION: 29 WEEKS COMP TYPE: % DETERM DATE: 11-05-09  
WKLY PEN DED(S): 0000 START DATE:  
CLOSE DATE: 00-00-00  
REMAINING BAL: 8576.00 OP REST AMT: .00

NEXT TRAN:  
I0544 FOR MORE RECORDS HIT XMIT

UQS039

SIGNING DATA SUMMARY SUPPLEMENT

02-10-10 09:35

LO: 06-0 [REDACTED] -2236 001 SILBER TODD P ST: MA BYB: 10-18-09

SN	SIGNING	CODES	LOST	NET	NET	P	AJ	CHECK	CHECK
#	W/E DATE	DATE	M T P CD	P/E	TIME	BEN	DA	G CK BEN	DA
12	01-09-10	01-12-10	T P 00 00	0.00	0.00	629.00*	25.00	R N 629.00	25.00
11	01-02-10	01-04-10	T P 00 00	0.00	0.00	629.00*	25.00	R N 629.00	25.00
10	12-26-09	12-28-09	T P 00 00	0.00	0.00	629.00*	25.00	R N 629.00	25.00
9	12-19-09	12-20-09	T P 00 00	0.00	0.00	629.00*	25.00	R N 629.00	25.00
8	12-12-09	12-14-09	T P 00 00	0.00	0.00	629.00*	25.00	R N 629.00	25.00
7	12-05-09	12-06-09	T P 00 00	0.00	0.00	629.00*	25.00	R N 629.00	25.00
6	11-28-09	11-29-09	T P 00 00	0.00	0.00	629.00*	25.00	R N 629.00	25.00
5	11-21-09	11-22-09	T P 00 00	0.00	0.00	629.00*	25.00	R N 629.00	25.00
4	11-14-09	11-15-09	T P 00 00	0.00	0.00	629.00*	25.00	R N 629.00	25.00
3	11-07-09	11-08-09	T P 00 00	0.00	0.00	629.00*	25.00	R N 629.00	25.00
2	10-31-09	11-01-09	T P 00 00	0.00	0.00	629.00*	25.00	R Y 629.00	25.00
1	10-24-09	10-25-09	T S 50 00	0.00	0.00	0.00	0.00	R N 0.00	0.00

NEXT TRAN: \_\_\_\_\_ \*

I0518 NO MORE RECORDS TO DISPLAY

UQS027

SIGNING DATA SUMMARY

02-10-10 09:35

LO: 06-0 2236 001 SILBER TODD P ST: MA BYB: 10-18-09

MOST REC EMPLOYER: 60-080510 XC: N ISS: BYE: 10-16-10 CREDIT:18011  
BALISE MOTOR SALES CO APP PEND? N POP: R-BAL: 8576  
ST DTE: 03-04-09 CURR P/E EMPS CURR DISQ ADJ PROC: BENRTE: 629  
BALISE MOTOR SALES CO APP PEND? N POP: R-BAL: 8576  
ST DTE: 03-04-09 CURR P/E EMPS CURR DISQ ADJ PROC: BENRTE: 629  
SEP DTE: 07-27-09 1: FR: 00-00-00 MON CMPLT? Y DA AMT: 25  
RO W/E: 2: TO: 00-00-00 BP USED: PRI PENS: 0  
FILE CHOICE: E CMMTS: - - TAX WITH? / OFFSET: 999  
RO REAS: /STAT: PIN STAT: ACTIVE FYI: 00-00-00 SPEC MON? CHLD S: 0  
PROF/PERM SEP :N HEALTH INS? WORKSHARE? N TEUC-A? PAYRTE: 654  
SERVICE LANG :Z CURRENT PAY TYPE: DD STATUS:

SN	SIGNING	CODES	LOST	NET	NET	P	AJ	CHECK	CHECK
#	W/E DATE	DATE	M T P CD	P/E	TIME	BEN	DA	G CK BEN	DA
16	02-06-10	02-07-10	W P 00 00	0.00	0.00	629.00*	25.00	R N 629.00	25.00
15	01-30-10	02-01-10	T P 00 00	0.00	0.00	629.00*	25.00	R N 629.00	25.00
14	01-23-10	01-24-10	T P 00 00	0.00	0.00	629.00*	25.00	R N 629.00	25.00
13	01-16-10	01-17-10	T P 00 00	0.00	0.00	629.00*	25.00	R N 629.00	25.00

NEXT TRAN: \*

I0544 FOR MORE RECORDS HIT XMIT

**Exhibit J**



# FINANCIAL ANALYSIS FORM

Account Number

8843  
8843

<b>I want to:</b> The property is my: <input checked="" type="checkbox"/> <b>Keep the Property</b> The property is: <input checked="" type="checkbox"/> <b>Primary Residence</b> <input checked="" type="checkbox"/> <b>Owner Occupied</b>		<input type="checkbox"/> <b>Sell the Property</b> <input type="checkbox"/> <b>Second Home</b> <input type="checkbox"/> <b>Renter occupied</b> <input type="checkbox"/> <b>Investment</b> <input type="checkbox"/> <b>Vacant</b>	
<b>BORROWER</b>		<b>CO-BORROWER</b>	
Borrower's Name: <u>Eda Silber</u>		Co-Borrower's Name: _____	
SSN: <u>2-226</u> CITY NUMBER: _____ DATE: _____		SOCIAL SECURITY NUMBER: _____ DATE OF BIRTH: _____	
HOME PHONE NUMBER WITH AREA CODE: <u>N/A</u>		HOME PHONE NUMBER WITH AREA CODE: _____	
CELL OR WORK NUMBER WITH AREA CODE: <u>800-933-4156</u>		CELL OR WORK NUMBER WITH AREA CODE: _____	
MAILING ADDRESS: <u>23 Fernham Rd. South Windsor Ct 06074</u>		EMAIL ADDRESS: _____	
PROPERTY ADDRESS (IF SAME AS MAILING ADDRESS, JUST WRITE SAME): <u>same</u>		_____	
Is the property listed for sale? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Have you received an offer on the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Date of offer: _____ Amount of Offer \$: _____ Agent's Name: _____ Agent's Phone Number: _____ For Sale by Owner? <input type="checkbox"/> Yes <input type="checkbox"/> No		Have you contacted a credit-counseling agency for help? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please complete counselor contact information below. Counselor's Name: <u>Hope / CHA</u> Counselor's Phone Number: _____ Counselor's Email: _____	
Who pays the Real Estate Tax bill on your property? <input type="checkbox"/> I do <input checked="" type="checkbox"/> Lender does Are the taxes current? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Condominium or HOA Fee <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No \$: _____ Paid to: _____		Who pays the hazard insurance policy for your property? <input type="checkbox"/> I do <input checked="" type="checkbox"/> Lender Does <input type="checkbox"/> Paid by Condo or HOA Is the policy current? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Name of Insurance Co. _____ Insurance Co. Tel #: _____	
Have you filed for bankruptcy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes: Chapter 7 <input type="checkbox"/> Chapter 13 Filing Date: _____ Has your bankruptcy been discharged? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Bankruptcy case number: _____		If there are additional Liens/Mortgages or Judgments on this property, please name the person(s), company or firm and their telephone numbers, Contact Number, Loan Number	
Lien Holder's Name/Service: _____ Balance: _____			
<b>HARDSHIP AFFIDAVIT</b>			
I am having difficulty making my monthly payment because of financial difficulties created by (Please check all that apply):			
<input checked="" type="checkbox"/> My household income has been reduced or lost. For example unemployment, underemployment, reduced pay or hours, decline in business earnings, death in family, serious or chronic illness, permanent or short-term disability, incarceration, increased family responsibilities (adoption or birth of a child, taking care of elderly relatives or other family members) or divorce of a spouse or ex-spouse.		<input type="checkbox"/> My monthly debt payments are excessive and I am overextended with my creditors. Debt includes credit cards, home equity or other debt.	
<input type="checkbox"/> My expenses have increased. For example: monthly mortgage payment has increased or will increase, high medical or health care costs, uninsured losses (such as those due to fire or natural disasters), increased property taxes, or unexpectedly high utilities.		<input type="checkbox"/> My cash reserves, including all liquid assets, are insufficient to maintain my current mortgage payment and cover basic living expenses at the same time. Cash reserves include assets such as cash, savings, money market funds, marketable stocks or bonds (excluding retirement accounts). Cash reserves do not include assets that serve as an emergency fund (generally equal to three times my monthly debt payments).	
<input type="checkbox"/> Other: _____			
Explanation (Required): _____ _____ _____ _____ _____			
If additional space is needed for Explanation, please include an additional page.			

FINANCIAL ANALYSIS FORM

FINANCIAL ANALYSIS FORM  
 (Continued)

Account Number

8843

8843

1 - Monthly Household Income		2 - Monthly Household Expenses/Debt		3 - Household Assets	
Gross Salary/Wages = total monthly income before any tax withholding or employer deductions	\$	First Mortgage Payment	\$ 1990.86	Checking Account(s) Balance	\$ 497.87
Overtime	\$	Second Mortgage Payment/Lease/Rent	\$X	Checking Account(s) Balance	\$ 3950.78
Child Support/Alimony*	\$	Insurance - hazard, wind, flood, etc (if not enclosed and included in your current mortgage payment)	\$X	Savings/Money Market	\$
Social Security/SSDI	\$	Property Taxes (if not enclosed and included in your current mortgage payment)	\$X	CDs	\$
Other monthly income from pensions, annuities or retirement plans	\$	Credit Cards/Installment Loan(s) (must attach payment statement)	\$ 25.25	Stocks/Bonds	\$
Tips, commissions, bonus and self-employed income	\$	Alimony, child support payments	\$X	Other Cash on Hand	\$ 1800.00
Rents Received	\$ 500.00	Health Insurance	\$X	Other Real Estate (estimated value)	\$
Unemployment Income	\$ 290.33	HOA/Land Fees/Property Maintenance	\$X	Other	\$
Food Stamps/Welfare	\$	Car Payments	\$ 209.46		
Other (investment income, royalties, interest, dividends, etc)	\$	Medical Expenses	\$X		
		Child Care	\$X		
		Student Loans/Personal Loans	\$X		
		Auto Expenses /Gasoline/Insurance	\$ 180		
		Food/Household Supplies	\$ 425.00		
		Water/Sewer/Utilities/Phone(s)/Cable	\$ 210		
		Other	\$		
<b>Total (Gross Income)</b>	<b>\$ 3442.33</b>	<b>Total Debt/Expenses</b>	<b>\$ 3065.86</b>	<b>Total Assets</b>	<b>\$ 6048.65</b>

\*\*\*\* ALL INCOME MUST BE DOCUMENTED \*\*\*\*

\*Include combined income and expenses from the borrower and co-borrower (if any). If you include income and expenses from a household member who is not a borrower, please specify using a separate page if necessary. You are not required to disclose Child Support, Alimony, or Separation Maintenance income unless you choose to have it considered by your servicer.

If additional space is needed, please include an additional page.

**INFORMATION FOR GOVERNMENT MONITORING PURPOSES**

The following information is requested by the federal government in order to monitor compliance with federal statutes that prohibit discrimination in housing. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender or servicer may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, the lender or servicer is required to note the information on the basis of visual observation or surname if you have made this request for a loan modification in person. If you do not wish to furnish the information, please check the box below.

<b>BORROWER</b> <input type="checkbox"/> I do not wish to furnish this information <b>Ethnicity:</b> <input checked="" type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino <b>Race:</b> <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input checked="" type="checkbox"/> White <b>Sex:</b> <input type="checkbox"/> Female <input checked="" type="checkbox"/> Male		<b>CO-BORROWER</b> <input type="checkbox"/> I do not wish to furnish this information <b>Ethnicity:</b> <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino <b>Race:</b> <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White <input type="checkbox"/> Female <input type="checkbox"/> Male	
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

To be Completed by Interviewer

This application was taken by: <input type="checkbox"/> Face-to-face interview <input type="checkbox"/> Mail <input type="checkbox"/> Telephone <input type="checkbox"/> Internet	Interviewer's Name (print or type) & ID Number Interviewer's Signature Interviewer's Phone Number (include area code)	Name/Address of Interviewer's Employer
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------	----------------------------------------



Account

# Transaction History

## Disclaimer

The transactions and balances shown below may differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments, purchases or charges. This report is for information only.

## Account Title/Address:

TODD SILBER  
73 FARNHAM RD

SOUTH WINDSOR, CT 06074

## Customer Name:

TODD SILBER

Acct #:

443

Acct Type: VIP FREE INTEREST CHECKING

Balance: \$497.87

Total Available Balance: \$497.87

Last Statement Date: 03/20/2010

## History search parameters

Transaction

Amount

Date

Type: DDA Transactions

To:

From: 03/05/2010

To: 04/05/2010

## Pending Transactions

Post Date	Transaction Type	Description	Check #	Amount/Rate
04/05/2010	TRANSFER WITHDRAWAL	TRANSFER TO DDA 18670396	0000000000	1,341.92

## Posted Transactions

Post Date	Transaction Type	Description	Check #	Amount/Rate	Resulting Balance
04/02/2010	DEPOSIT	DEPOSIT	0000000000	590.00	\$1,022.72
04/01/2010	DEPOSIT	DEPOSIT	0000000000	679.00	\$1,701.72
03/26/2010	CK CRD SIGNATURE PURCH	EBAY INC.	0000000000	117.56	\$1,584.16
03/26/2010	CK CRD PIN PURCHASE	STOP & SHOP #6295STOP & SH 001	0000000000	29.00	\$1,555.16
03/26/2010	CK CRD PIN PURCHASE	TANDY LEATHER 10STANDY LE 001	0000000000	57.30	\$1,497.86
03/26/2010	CK CRD PIN PURCHASE	BJ'S WHOLESALE C 1046 BJ' IN30	0000000000	85.81	\$1,412.05
03/25/2010	DEPOSIT	DEPOSIT	0000000000	679.00	\$2,091.05
03/24/2010	CK CRD SIGNATURE PURCH	BJ'S FUEL #9104 34/49242344257	0000000000	30.08	\$2,060.97
03/23/2010	POD INCLEARING CHECKS	PAID CHECK	0000000972	209.27	\$1,851.70
03/23/2010	POD INCLEARING CHECKS	PAID CHECK	0000000955	412.50	\$1,439.20
03/23/2010	ACH WITHDRAWAL	SEARS PAYMENT CHECK PYMT 09	0000000974	25.00	\$1,414.20
03/22/2010	ACH WITHDRAWAL	CHASE CHECK PYMT 29	0000000973	155.00	\$1,259.20
03/19/2010	IOD INTEREST PAID	IOD INTEREST PAID	0000000000	0.04	\$1,259.16
03/19/2010	CK CRD PIN PURCHASE	HARKENS MARKET LLC HARKENS 0100	0000000000	25.02	\$1,234.14
03/19/2010	CK CRD PIN PURCHASE	BJ'S WHOLESALE C 1046 BJ' IN30	0000000000	35.79	\$1,198.35
03/18/2010	CK CRD SIGNATURE PURCH	DUNKIN #330464	0000000000	9.86	\$1,188.49
03/18/2010	CK CRD SIGNATURE PURCH	TURBINE INC.-SUBSC 33892343344	0000000000	14.99	\$1,173.50
03/18/2010	DEPOSIT	DEPOSIT	0000000000	679.00	\$1,852.50
03/17/2010	CK CRD SIGNATURE PURCH	USPS 0833690128	0000000000	20.83	\$1,831.67
03/16/2010	ACH WITHDRAWAL	YANKEE GAS CHECKPAYMT 27	0000000970	50.00	\$1,781.67





WebsterBank

Account 8843

Transaction History Continuation

Disclaimer

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TODD SILBER

ACCT # 8843

VIP FREE INTEREST CHECKING

Results

Post Date	Transaction Type	Description	Check #	Amount/Rate	Resulting Balance
03/16/2010	ACH WITHDRAWAL	GEICO CHECKPAYMT 09	0000000071	171.10	6590.96
03/16/2010	CK CRD SIGNATURE PURCH	USPS 0833650128	0000000000	12.09	6761.96
03/16/2010	CK CRD SIGNATURE PURCH	HIGASHI JAPANESE R 00109843344	0000000000	15.60	6774.08
03/16/2010	CK CRD SIGNATURE PURCH	HOOTERS OF MANCHES 50616043344	0000000000	17.81	6789.68
03/16/2010	POD ENCLOSING CHECKS	FAT'S CHECK	0000000000	30.88	6807.46
03/16/2010	CK CRD SIGNATURE PURCH	NEWBURY COMICS 270003433443576	0000000000	52.99	6827.46
03/16/2010	CK CRD PIN PURCHASE	GEISSLER'S SUPER MARKS 5346	0000000000	24.13	6880.45
03/12/2010	CK CRD PIN PURCHASE	STOP & SHOP 8555STOP & SH 001	0000000000	20.63	6859.82
03/12/2010	CK CRD PIN PURCHASE	TARGET T1249 MANCHESTER 4200	0000000000	31.26	6925.34
03/12/2010	CK CRD PIN PURCHASE	GEISSLER'S SUPER MARKS 5346	0000000000	31.99	6956.50
03/12/2010	CK CRD PIN PURCHASE	BJ'S WHOLESALE C 1046 BJ' IN33	0000000000	51.13	6988.49
03/12/2010	CK CRD PIN PURCHASE	BJ'S WHOLESALE C 1046 BJ' IN30	0000000000	137.19	61,039.62
03/11/2010	CK CRD SIGNATURE PURCH	BLIZZARD ENT*WOW 8	0000000000	14.99	61,176.61
03/11/2010	DEPOSIT	DEPOSIT	0000000000	679.00	61,176.61
03/08/2010	CK CRD SIGNATURE PURCH	WINDYS #001 740023433443376361	0000000000	2.52	61,179.13
03/08/2010	CK CRD SIGNATURE PURCH	MCDONALD'S F7967 1	0000000000	17.95	61,197.08
03/08/2010	CK CRD PIN PURCHASE	USPS 0875140174/850 CLUP 0026	0000000000	3.72	61,200.80
03/05/2010	CK CRD SIGNATURE PURCH	GODADET.COM 185000433443376361	0000000000	35.25	61,236.05
03/05/2010	CK CRD PIN PURCHASE	STOP & SHOP 8555STOP & SH 001	0000000000	10.20	61,246.25
03/05/2010	ONLINE TRNSF-IMMEDIATE	TRF TO CK 0010070356	0000000000	3,341.92	64,588.17
03/04/2010	CK CRD SIGNATURE PURCH	BARKU JAPAN 067901433443376561	0000000000	7.91	64,596.08
03/04/2010	DEPOSIT	DEPOSIT	0000000000	679.00	65,275.08
03/03/2010	CK CRD SIGNATURE PURCH	DUNKIN #306504	0000000000	3.86	65,278.94
03/03/2010	ACH WITHDRAWAL	HOMES DEPOT CR BY CHECK PYMT 09	0000000000	180.00	65,098.94
03/02/2010	CK CRD PIN PURCHASE	BARNESNOBLE 270 BUCKLARB IN38	0000000000	3.71	65,102.65
03/02/2010	CK CRD PIN PURCHASE	BARNESNOBLE 270 BUCKLARB IN39	0000000000	26.45	65,129.10
03/02/2010	WITHDRAWAL AT ATM	WELLS FARGO ATE 20021003376561	0000000000	25.20	65,103.90
03/02/2010	POD ENCLOSING CHECKS	PAID CHECK	0000000000	209.57	64,894.33
03/01/2010	ACH WITHDRAWAL	CITICARD PAYMENT CHECK PYMT 09	0000000000	85.00	64,809.33
03/26/2010	CK CRD SIGNATURE PURCH	MANHATTAN WARDROBE	0000000000	59.39	64,750.94
03/26/2010	CK CRD SIGNATURE PURCH	EBAY INC.	0000000000	104.57	64,646.37
03/26/2010	CK CRD PIN PURCHASE	STOP & SHOP 8555STOP & SH 001	0000000000	36.00	64,580.37



Webster Bank

Account 8843

Transaction History Continuation

Disclaimer

The transactions and balances shown below may differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments, purchases or charges. This report is for information only.

TODD SILBER

2nd check 12/2/10  
Account 8843

ACCT # 8843

VIP FREE INTEREST CHECKING

Results

Post Date	Transaction Type	Description	Check #	Amount/Rate	Resulting Balance
02/26/2010	CK CRD PIN PURCHASE	BJ'S WHOLESALE C 1046 BJ' IN30	0000000000	41.98	\$1,294.88
02/26/2010	CK CRD PIN PURCHASE	BJ'S WHOLESALE C 1046 BJ' IN39	0000000000	123.75	\$2,036.86
02/25/2010	DEPOSIT	DEPOSIT	0000000000	679.00	\$2,160.61
02/24/2010	CK CRD SIGNATURE PURCH	AMAZON MKTPPLACE BM	0000000000	17.73	\$1,481.41
02/23/2010	ACH WITHDRAWAL	COX COMM - CON CHECK PYMT 09	0000000965	126.44	\$1,499.34
02/22/2010	CK CRD SIGNATURE PURCH	SPARE TIME-VERNON 525164433443	0000000000	23.25	\$1,625.76
02/22/2010	ACH WITHDRAWAL	GETCO CHECKPAYMT 09	0000000964	171.10	\$1,648.03
02/22/2010	WITHDRAWAL AT ATM	ATM TARGETVILLE CT 0181504734	0000000000	70.00	\$1,870.13
02/19/2010	IOD INTEREST PAID	IOD INTEREST PAID	0000000000	0.05	\$1,860.13
02/19/2010	CK CRD SIGNATURE PURCH	USPS 0833690128	0000000000	12.95	\$1,860.08
02/19/2010	DEPOSIT AT ATM	1695 ELLINGTON RD 115719433443	0000000000	679.00	\$1,873.03
02/16/2010	CK CRD SIGNATURE PURCH	BUGABOO CREEK#2006 14849743344	0000000000	40.00	\$1,194.03
02/11/2010	DEPOSIT	DEPOSIT	0000000000	679.00	\$1,234.03
02/10/2010	ACH WITHDRAWAL	GEMB RSF CHECKPAYMT 09	0000000963	50.00	\$655.03
02/10/2010	ACH WITHDRAWAL	LOWES/GEMB CHECKPAYMT 09	0000000962	50.00	\$605.03
02/08/2010	CK CRD SIGNATURE PURCH	BUCKLAND HILL 0000 001	0000000000	22.00	\$655.03
02/08/2010	POD CLEARING CHECKS	PATD CHECK	0000000961	30.00	\$677.03
02/08/2010	ACH WITHDRAWAL	KOHLS CHG PMT Check PMT 09	0000000960	15.00	\$707.03
02/08/2010	CK CRD PIN PURCHASE	TARGET T1246 MANCHESTER 4900	0000000000	77.32	\$759.03
02/00/2010	ONLINE TRNSF-IMMEDIATE	TRF TO CK 0018570352	0000000000	1,205.87	\$788.30
02/05/2010	CK CRD PIN PURCHASE	BJ'S WHOLESALE C 1046 BJ' IN38	0000000000	54.30	\$2,004.82
02/05/2010	DEPOSIT	DEPOSIT	0000000000	1,018.00	\$2,040.12

End of Report

APR-5-2010 13:30 FROM SOUTH WINDSOR PUBLIC SCHOOLS TO 19654443 P.7



WebsterBank

Account # 2843

Transaction History

Disclaimer

The transactions and balances shown below may differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments, purchases or charges. This report is for information only.

Account Title/Address:  
TODD SILBER  
73 FARMHAM RD.

SOUTH WINDSOR, CT 06074

2nd  
Checking  
Account

Customer Name:  
TODD SILBER

Acct #: 396

Acct Type: VIE FREE INTEREST CHECKING...

Balance: \$3,950.78

Total Available Balance: \$4,448.65 ← Bal. Account Balance

Last Statement Date: 03/20/2010

History search parameters

Transaction

Amount

Date

Type: DDA Transactions

From:

To:

To:

To:

Pending Transactions

Post Date	Transaction Type	Description	Check #	Amount/Rate
04/05/2010	TRANSFER TO CHECKING	TRANSFER FROM DDA 19654443	0000000000	1,241.92

Posted Transactions

Post Date	Transaction Type	Description	Check #	Amount/Rate	Resulting Balance
03/19/2010	IOD INTEREST PAID	IOD INTEREST PAID	0000000000	0.08	\$3,608.86
03/03/2010	ONLINE TRNSF-IMMEDIATE	TFR FR CK 0019654443	0000000000	1,341.92	\$2,608.78
02/15/2010	IOD INTEREST PAID	IOD INTEREST PAID	0000000000	0.02	\$1,266.86
02/08/2010	ONLINE TRNSF-IMMEDIATE	TFR FR CK 0019654443	0000000000	1,205.57	\$1,266.84
02/05/2010	CK CRD SIGNATURE FURN	GUPADRY.COM 283000433443001030	0000000000	25.22	302.17
01/29/2010	ONLINE TRNSF-IMMEDIATE	TFR FR CK 0019654443	0000000000	80.00	\$100.25

End of Report

\* = money put aside each month, offered to GMAC  
as well as proving I could afford a modified payment (monthly)  
following HAMP Guidelines. Going off the principal balance of  
my Loan/Note.

APR-5-2010 13:31 FROM: SOUTH WINDSOR PUBLIC SCHOOLS TO: 18663405216

P.9

Additional Income  
Lease Agreement

Account Number

8843

This agreement, made on 04/01/2010 is a contract between: Todd Silber (Owner of property) and Mindy Johnston (Tenant/Roommate)

Property: 73 Farnham RD. South Windsor, Ct 06074

I understand that I am entering into a legally binding agreement to rent a room at this property. And share said household with Owner and Children.

**TERM OR PERIOD OF AGREEMENT**

This agreement is to begin on 04/01/2010 for a term lasting until 04/01/2011. I fully understand and accept the rules and responsibilities of this agreement.

**SECURITY DEPOSIT**

The security deposit for the dwelling is \$ ZERO .

**RENT**

The total rent according to the terms of our lease agreement with the owner of the property is \$500 per month. I agree to pay \$500 a month.

**UTILITIES**

All Utilities are included in the \$500 rent amount. I understand this section will be revisited on a month to month basis and is open to possible increase, no greater than \$100.

**MOVING OUT**

If, for whatever reason, I move out of the dwelling, I realize it is primarily my responsibility to find a replacement.

I agree to look for a replacement roommate who is acceptable to my present landlord.

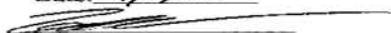
If I move out of the dwelling and a replacement roommate has not been found, I realize that I am still legally responsible to the Owner (Todd Silber) for paying my share of the rent and utility bills (if any apply).

As a party of this agreement, I have equal rights to the use of the space and facilities in the dwelling with the exception of areas we have designated as each one's private space. This agreement is intended to promote harmony between Owner and Roommate by clarifying the expectations and responsibilities to each other.

It is not necessary to witness or notarize this agreement unless requested by a roommate, or Owner.

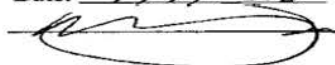
Owner: Todd Silber

Date: 4/1/2010



Roommate/Tenant: Mindy Johnston

Date: 4/1/2010



**Exhibit K**

## **GMAC Mortgage**

April 30, 2010

Todd Silber  
73 Farnham Road  
South Windsor CT 06074

RE:    Account Number    [REDACTED] 8843  
      Case Number        41721  
      Property Address    73 Farnham Road  
                                 South Windsor CT 06074

Dear Todd Silber:

This is in response to correspondence received from the State of Connecticut Department of Banking on April 20, 2010, regarding your request for assistance with the above-referenced account.

I have researched this matter and reviewed all of the information in your file. On December 18, 2009, a financial analysis package was received. According to the information provided, your only income was from unemployment. However, as specified on the Fax Cover Sheet, a copy of the benefits statement or letter from the provider that states the amount, frequency, and duration of the benefit is needed. Such benefit must continue for at least 9 months to be considered qualifying income. We also did not receive the required copy of the signed federal income tax return.

On January 11, 2010, the account is noted that the Loss Mitigation Department needed the unemployment awards benefit letter. On January 12, 2010, the signed federal income tax return was received.

As you have an FHA loan, if the account is 90 days or more delinquent, the Loss Mitigation Department will review the account for a traditional modification first. With a traditional modification, based on the homeowner's monthly net income (can not use unemployment income), we attempt to reach a payment that will create a monthly surplus of approximately \$300.00.

If the account is denied for a traditional modification it is then reviewed for the FHA Home Affordable Modification Program (FHA HAMP). With this program, the goal is to reach a payment that is 31% of the homeowner's monthly gross income. However, if the back end debt to income (DTI) is greater than 55%, we are unable to offer an FHA HAMP modification. Back end DTI is the current mortgage payment (with escrow), plus revolving debt divided by gross income.

The Loss Mitigation Department completed their review on January 13, 2010; however, they were unable to approve a loan modification. The account did not qualify for a traditional modification as the only income was unemployment; therefore, it was reviewed for the FHA HAMP. Based on a monthly gross income of \$3,677.92, your back end DTI was 73% making you ineligible for the FHA HAMP. A denial letter was mailed to you on January 13, 2010 (copy enclosed). A loss mitigation representative also

April 30, 2010  
Account Number [REDACTED] 8843  
Case Number 41721  
Page Two

attempted to reach you at your home telephone number (860-922-4156) on January 14, 2010. The notes indicate there was no answer.

A new financial analysis package was received on January 29, 2010. Again we did not receive the unemployment benefits statement showing the benefits would continue for 9 more months.

On February 8, 2010, you contacted our office and said that you were told we would not refer to the account to foreclosure as long as we were reviewing for a loan modification. The representative advised you this was incorrect and at this time only receipt of a payment would keep the account from foreclosure. The notes indicate you were also advised we needed the unemployment benefit award letter showing the benefits would continue for 9 more months.

On February 18, 2010, you submitted information from the Massachusetts Division of Unemployment. Unfortunately, this information did not confirm the unemployment payments were going to continue for 9 months from the effective date of a trial modification. Due to this the account was denied for a traditional modification and a denial letter was mailed to you on February 25, 2010 (copy enclosed).

On March 8, 2010, you contacted our office and advised you had an extension of 17 weeks for unemployment, then another 20 weeks. The notes state you indicated the state just granted another extension. Based on this information the representative opened a work order to the Loss Mitigation Department to review the account.

Even though we did not receive confirmation of the unemployment extension, the Loss Mitigation Department reviewed the account on March 15, 2010. Based on unemployment benefits of \$3,542.50, the account was denied for a FHA HAMP as your back end DTI was 65%. A denial letter was mailed to you on March 15, 2010 (copy enclosed).

Ms. Kay Frey in our Executive Offices contacted you on March 30, 2010, to discuss the loan modification denial. On April 1, 2010, you advised Ms. Frey that your finances had changed. You stated that you had signed a lease agreement and would be receiving \$500.00 a month from rental income. Ms. Frey advised we would need a copy of the lease agreement or a signed notice from the tenant confirming they were paying rent; however, we were only able to use 75% of the rental income. She also advised we were unable to use your unemployment income as it does not continue for 9 more months.

The lease agreement was received on April 5, 2010; therefore, the Loss Mitigation Department reviewed the account with this income on April 12, 2010. Unfortunately, based on an income of \$375.00 (\$500.00 x 75%), we were unable to approve a traditional modification or a modification through the FHA HAMP. A denial letter was mailed to you on April 12, 2010 (copy enclosed).

GMAC Mortgage, LLC ("GMACM") is willing to accept a 6-month partial payment forbearance plan. With this plan, you would make payments of \$995.40 (one-half of the contractual payment amount) on the 1<sup>st</sup> of each month from June 1, 2010 through November 1, 2010. This plan will allow you time to

April 30, 2010  
Account Number [REDACTED] 8843  
Case Number 41721  
Page Three

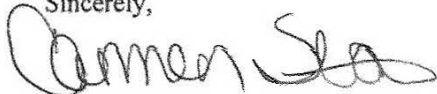
increase your income or decrease your expenses or to transition to another home if the need arises. It will also allow time for the new HAMP guidelines to be implemented.

The account is currently due for the November 1, 2009 and subsequent payments. The foreclosure proceedings have been placed on hold for 30 days. If you would like to proceed with the partial payment forbearance agreement, please contact me directly.

I understand your frustration; however, it is important to understand that loan modifications, repayment plans, and other default options are designed to cure the delinquency on an account. However, regardless of the status of the account (current or delinquent), the assistance that we can offer our customer is based on affordability. A modification will not benefit the customer if they are financially unable to make their modified payments.

Should you have any further questions or concerns, please feel free to contact me at 1-800-627-0128, extension 2367588.

Sincerely,



Carmen Starr  
Advocacy Resolution Specialist  
Executive Offices

Enclosures

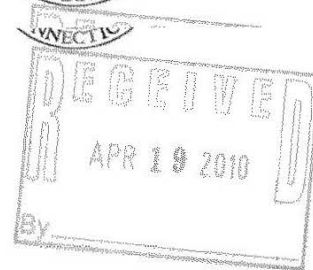
C: State of Connecticut  
Department of Banking  
Attn: Deborah E. Buckley  
260 Constitution Plaza  
Hartford CT 06103-1800





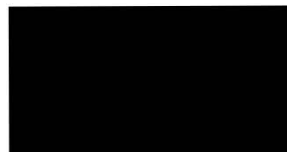
STATE OF CONNECTICUT  
DEPARTMENT OF BANKING  
CONSUMER AFFAIRS UNIT

260 CONSTITUTION PLAZA – HARTFORD, CT 06103-1800  
260 CONSTITUTION PLAZA – HARTFORD, CT 06103-1800



April 13, 2010

Sharon Robinson  
Director, Voice of the Customer Group  
GMAC Mortgage LLC  
3451 Hammond Avenue  
Waterloo, IA 50702



98043

Dear Ms. Robinson:

Enclosed is a copy of correspondence received from Mr. Todd Silber which is self-explanatory.

The purpose of this letter is to provide you with an opportunity to respond to the complainant and to this department with your position with regard to this complaint.

Your assistance in resolving this matter will be appreciated.

Very truly yours,

DEB

Deborah E. Buckley  
Examiner

Case: 41721  
Enclosure


**Connecticut Department of Banking  
Government Relations and Consumer Affairs Division  
CUSTOMER ASSISTANCE FORM**

(Web Download)

(Web Download)

**Instructions:** Please print or type. If you are unable to resolve a complaint directly with your financial institution, you may request assistance from the Department of Banking. Please complete this form (or write a letter) and mail it to the Department of Banking, Government Relations & Consumer Affairs, 260 Constitution Plaza, Hartford, CT 06103-1800. You may also fax it to the agency at (860) 240-8178. Include your name and address with your facsimile.

**SECTION I - CONSUMER INFORMATION**

NAME (Last, First, MI) <i>Silber, Todd</i>		DAYTIME TELEPHONE NUMBER (860) 922-4156
ADDRESS <i>73 Farnham Rd.</i>		
CITY <i>South Windsor</i>	STATE <i>CT</i>	ZIP CODE <i>06074</i>
SIGNATURE: 		DATE: <i>4/5/2010</i>

**SECTION II - FINANCIAL INSTITUTION INFORMATION**

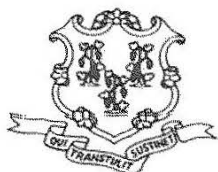
NAME OF INSTITUTION <i>GMAC (Servicer)</i> <i>Actual Lender/Investor unknown</i>		
ADDRESS <i>4 Walnut Grove Drive</i>		
CITY <i>Horsham</i>	STATE <i>PA.</i>	ZIP CODE <i>19044</i>

**SECTION II - NATURE OF PROBLEM** (Describe the nature of your complaint, the events in the order in which they occurred, including specific dates if possible, and the product or service which is the subject of the complaint. Attach copies, not originals, of all documents that relate to your complaint. In addition, tell what resolution you are seeking. If additional space is needed, please attach a separate sheet.)

DESCRIPTION: Facing Foreclosure. For 6 months GMAC has, mislead and created nothing but pain, suffering and stress for me and my family. And in the end they simply want to pursue Foreclosure appose of offering any kind of assistance or modification. The bank has acted in nothing less than an appalling manner. They also have refused payments, as well as lump sum I had offered to pay. I have a full log and diary of everyone I spoke with over the past 6 months. All the lies, misleading terms, and false promises. In the end GMAC is a bank that has recieved over 16 billion in Tarp/Bailout and has less then a 15% modification approval rate. They have No Interest in helping anyone. The Obama Administration said it best "Gmac has No strategy or organization"

**Privacy Statement**

In accordance with Section 36a-21 of the Connecticut General Statutes, information obtained, collected or prepared in connection with complaints from the public and received by this agency shall not be disclosed by the Department of Banking, unless such information is not protected from disclosure under federal or state law. However, pursuant to Section 36a-21 of the Connecticut General Statutes, the Banking Commissioner is allowed to disclose such records for any appropriate supervisory, governmental, law enforcement or other public purpose. The information requested on this form will be used to investigate and respond to your complaint or inquiry. Completion of this form is voluntary, but failure to provide requested information may delay or preclude investigation of your complaint or inquiry.



STATE OF CONNECTICUT  
DEPARTMENT OF BANKING  
260 CONSTITUTION PLAZA - HARTFORD, CT 06103



Date: 3/26/10  
To: Todd Silver  
13 Fairham Rd  
South Windsor CT 06074

Please fill out the attached Department of Banking Customer Assistance Form with the details regarding your situation. Let us know if you have an Adjustable Rate Mortgage or a Fixed Rate Mortgage. Provide:

- Details of your interactions/discussions with your lender. *- regarding your loan mod. request to GMAC*
- Any applicable financial or lender documentation (for example, letters to and from the lender, hardship letter).
- Your monthly payment and interest rate amounts.
- An amount you can afford to pay each month for a mortgage payment.
- A proposal regarding handling your payments (for example, lowering the interest rate, extending the term).
- Your mortgage loan number.

Mail or fax the form to the address or fax number listed on the form.

Please call me at 877-472-8313 if you have any questions.

Sincerely -

*Mary Stagis*

Mary Stagis  
Department of Banking Hotline

Toll Free: 1-877-472-8313  
Fax: (860) 240-8178  
E-mail: Mary.Stagis@ct.gov

My lender is - GMAC  
My lender is - GMAC  
Loan Number - [REDACTED] 8843

I could ~~not~~ afford \$1300 - \$1400 a month. I have begged GMAC to please help me in a modification in some way. They keep saying I could not afford a modified payment.

FACT: Back in January GMAC said I could not afford a payment under any program available.

A modification under FHA HAMP Terms would reduce my payment to \$1250 - \$1350. So to prove GMAC wrong I have put aside \$1341 per month since January. Proof I could be making payments all along.

My proposal is this. Let me talk to the Lender/Investor. GMAC IS just the servicer and are clearly not capable of handling the needs of many Americans in my situation.

Just give me a New loan, Extended loan, Modified loan. Anything. Give me a trial period. And once I can prove I can make the New payments I will pay GMAC all the past "modified" payments I saved up (\$6000.00 <sup>about</sup>) and ~~the~~ carry on with my life and New mortgage payments.

★ You would think a bank that has received over 16 billion, A bank that's executives have been pay capped do to lack of strategy + organization amongst their company. A Bank that has been basically declared "un-acceptable" do to its very, very, very poor modification approval rate. You would think they would want to try and help me.

A person who is upside down \$30,000 - \$40,000 in home value.  
A person who is only on unemployment.

**Exhibit L**

To:

To:

**Company :**

**Fax Number :** 1(866)7094744

**Phone Number :**

**From:** Lindsay Hyland

**Fax Number :** 860-241-2930

**Phone Number :** 2830

**Time Sent :** Monday, January 03, 2011 12:33PM

**Pages :** 27

**Description :** # [REDACTED] 8843 Silber FINANCIALS

---

**MESSAGES:**

Good Afternoon,

Attached please find financials for the above referenced file.

Thank you,

Lindsay Hyland  
Non-Lawyer Assistant  
Mediation Group  
Hunt Leibert Jacobson, P.C.  
50 Weston St.  
Hartford, CT 06120  
Fax: (860) 241-1795  
LHyland@huntleibert.com

01/03/11 12:37:57

REMOTE ID

to Prior Declaration Pg 3 of 28

EMP ID

Page 002

JAN-3-2011 12:15 FROM:SOUTH WINDSOR PUBLIC 8606447645

TO:8602411795

P.1

**CHECKLIST**BORROWER: Todd Silber LOAN NUMBER: 8843

- ☒ FINANCIAL WORKSHEET SIGNED & DATED
- ☒ MAKING HOME AFFORDABLE APPLICATION (RMA form)
- ☒ HARDSHIP AFFIDAVIT / LETTER SIGNED & DATED
- ☒ TAX RETURNS: 2008 & 2009 SIGNED & DATED
- ☒ IRS FORM 4506-T FILL OUT TOP SECTION / SIGN & DATE
- ☒ CURRENT PAYSTUBS (1 MONTH CONSECUTIVE)
- ☐ RECENT YEAR-TO-DATE P&L STATEMENT  
(MONTHLY-UP TO CURRENT DATE FOR EACH BUSINESS)
- ☒ AWARD LETTER:  
Unemployment/Social Security/Pension/Welfare/ADC/Other
- ☒ CURRENT PERSONAL BANK STATEMENTS (2 MONTHS)
- ☒ CURRENT UTILITY BILL
- ☒ CONTRIBUTION LETTER
- ☐ COPY OF RENTAL AGREEMENT

FAX TO: 860-241-1795

Gmac - 866-709-4744

\*\*PROVIDE LOAN NUMBER ON EVERY PAGE & SEND AS ONE COMPLETE PACKAGE  
IN ONE FAX\*\*

JAN-3-2011 12:15 FROM: SOUTH WINDSOR PUBLIC 8606447645

TO: 8602411795

P.2

FAX COVER SHEET (This page should be returned to us with your completed financial analysis form)

**\*\*PLEASE INCLUDE THE ACCOUNT NUMBER ON EVERY PAGE OF YOUR RETURNED PACKAGE\*\***

PLEASE INCLUDE THE ACCOUNT NUMBER ON EVERY PAGE OF YOUR RETURNED PACKAGE\*\*

To: Loss Mitigation	Account Number(s)
From: <u>Tedd Silber</u>	<u>8843</u>
Fax to: 1-866-709-4744	or mail to: <b>Loss Mitigation</b>
	<b>233 Gibraltar Road Suite 600</b>
	<b>Horsham PA 19044</b>

ALL of the following information must be completed and returned to determine eligibility:

- ☐ Financial Analysis Form/Information for Government Monitoring Purposes
- ☐ A signed and dated copy of the Acknowledgement/Agreement
- ☐ A signed and dated copy of IRS Form 4506T-EZ (Request for Transcript of Tax Return). Borrowers who filed their tax returns jointly may send in one IRS Form 4506T-EZ signed and dated by both the joint filers. This form is required even if you have not filed or are not required to file tax returns.
- ☐ Documentation confirming occupancy -- a recent utility bill in your name at the property address.
- ☐ Documentation verifying expenses for Homeowners or Condominium Association Dues for condominiums and Co Ops. (if applicable)
- ☐ Documentation to verify all of the income of each borrower. Please see the chart below for the type of documentation required for each type of income.

TYPE OF INCOME	DOCUMENTATION REQUIRED
Paid by an employer or short term disability	<input type="checkbox"/> Copy of two most recent pay stubs from your employer including year to date information. Pay stubs cannot be more than 90 days old.
Self employed or receive a 1099 form	<input type="checkbox"/> Copy of most recent quarterly or year-to-date Profit and Loss statement See Exhibit A for a sample of a 3 Month Self Employment Income Statement (Profit and Loss Form)
Child support or alimony*	<input type="checkbox"/> Copy of divorce decree, separation agreement, or other legal written agreement filed with the court that shows the amount of the award and period of time over which it will be received <b>AND</b> <input type="checkbox"/> Copies of two most recent bank statements verifying deposit amounts or other documentation (i.e. 2 copies of checks) showing receipt of child support or alimony. Bank statements cannot be over 90 days old.
Social Security, disability, death benefits, or pension	<input type="checkbox"/> Copy of benefits statement or letter from the provider that states the amount and frequency of the benefit. <b>AND</b> <input type="checkbox"/> Copies of two most recent bank statements verifying deposit amounts or other documentation (i.e. 2 copies of checks) showing receipt of benefit income. Bank statements cannot be over 90 days old.
Other earned income (i.e. bonus, commission, housing allowance, and/or tips)	<input type="checkbox"/> Copy of third party documentation describing the nature of the income (i.e. an employment contract and/or printouts documenting tips) and indicating the income is not a one time payout.
Rental income from an investment property	<input type="checkbox"/> Copy of the most recent federal tax return with all schedules, including Schedule E-Supplemental Income and Loss. <b>AND</b> <input type="checkbox"/> Current lease agreement for the subject property. <b>AND</b> <input type="checkbox"/> Copies of two most recent bank statements verifying deposit amounts or other documentation (i.e. 2 copies of checks) showing receipt of income. Bank statements cannot be over 90 days old. See Exhibit B for a sample of an Investment Property Schedule.
Rental income from room rental of the primary residence	<input type="checkbox"/> Copy of current lease agreement. <b>AND</b> <input type="checkbox"/> Copies of two most recent bank statements verifying deposit amounts or other documentation (i.e. 2 copies of checks) showing receipt of income. Bank statements cannot be over 90 days old.
<del>Unemployment</del>	<input checked="" type="checkbox"/> Copy of a benefits statement or letter from the provider that states the amount, frequency, and duration of the benefit. Benefit must continue for at least 9 months to be considered. <b>AND</b> <input checked="" type="checkbox"/> Copies of two most recent bank statements verifying deposit amounts or other documentation (i.e. 2 copies of checks) showing receipt of income. Bank statements cannot be over 90 days old.
Other income (investment, interest, dividends, etc.)	<input type="checkbox"/> Copies of two most recent bank statements verifying deposit amounts or other documentation (i.e. 2 copies of checks) showing receipt of income. Bank statements cannot be over 90 days old.
Income not specified above	<input type="checkbox"/> Signed letter from the person(s) that contributes the income showing the amount and frequency of the income. <b>AND</b> <input type="checkbox"/> Copies of two most recent bank statements verifying deposit amounts or other documentation (i.e. 2 copies of checks) showing receipt of income. Bank statements cannot be over 90 days old.

\*You are not required to disclose Child Support, Alimony, or Separation Maintenance income, unless you choose to have it considered.

~~If you want to sell this property, please also include:~~

- ☐ Copy of the listing agreement
- ☐ Copy of the sales contract, if available
- ☐ Copy of the estimated Settlement Statement (HUD1), if available
- ☐ Signed Third Party Authorization Form



**Please be aware we will not be able to process your request until all parts of the application have been completed and all supporting documentation has been supplied.**



01/03/11 12:39:05

REMOTE

to Prior Declaration

Pg 5 of 28

Page 004

JAN-3-2011 12:15 FROM: SOUTH WINDSOR PUBLIC 8606447645

TO: 8602411795

P.3

8843

FINANCIAL ANALYSIS FORM (Continued)

Account Number

INCOME/EXPENSES FOR HOUSEHOLD			INCOME/EXPENSES FOR HOUSEHOLD		INCOME/EXPENSES FOR HOUSEHOLD	
1 - Monthly Household Income			2 - Household Assets		3 - Monthly Household Expenses/Debt	
	Borrower 1	Borrower 2				
Gross Salary/Wages	<input checked="" type="checkbox"/> Employed <input type="checkbox"/> Unemployed Income Frequency: <input type="checkbox"/> Annually <input type="checkbox"/> Semi-Annually <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Bi-weekly <input type="checkbox"/> 1* & 15* /15* & 30* <input type="checkbox"/> Per Job	<input type="checkbox"/> Employed <input type="checkbox"/> Unemployed Income Frequency: <input type="checkbox"/> Annually <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Monthly <input type="checkbox"/> Bi-weekly <input type="checkbox"/> 1* & 15* /15* & 30* <input type="checkbox"/> Per Job	Estimated Value of this property	\$ NO JCL	First Mortgage Payment	\$ 1496.80
Gross salary/wages - usual monthly income before any tax withholding or employer deductions	\$ 2834.00	\$	Estimated Value of Other Real Estate Owned	\$	Alimony Payment	\$
Employment Start Date:		Employment Start Date:	Checking Account(s) Balance	\$ 1400	Child Support Payment	\$
Self employed	\$	\$	Saving Account(s)/Money Market Balance	\$	Dependent Care Payment	\$
Overtime	\$	\$	Life Insurance Cash Value	\$	Liens/Roofs	\$
Child Support Income/Alimony Income*	\$	\$	IRA/Keogh Account(s) Balance	\$	Other Mortgages	\$
Social Security/SSDI	\$	\$	401K/ESOP Account(s) Balance	\$	Personal Loans/Student Loans	\$
Other monthly income from pensions, annuities or retirement plans	\$	\$	Stocks/Bonds/CDs Balance	\$	Auto Loans	\$ 209
Tips, commissions, and/or bonus income	\$	\$	Other Investments	\$	Auto Expenses	\$ 85
Rental income from investment property	\$	\$			Auto Insurance	\$ 75
Rental income from room rent of primary residence	\$	\$			Medical Expenses	\$
Unemployment Income	\$ 2834.00	\$			Medical Insurance	\$
Food Stamps/Welfare	\$	\$			HOA/Condo Fees	\$
Other (investment, income, royalties, interest, dividends, etc.)	\$ Residual Contribution - 500 monthly	\$			Credit Card(s) / Installment Loans	\$
Total Income (Gross)	\$ 3334.00	\$	Total Assets	\$ 1400	Food/Household Supplies	\$ 600
					Spending Money	\$ 100
					Utilities/Water/Sewer/Phone(s)/Cable	\$ 160 - 230
					Donations	\$
					Property Taxes (if not escrowed and included in your current mortgage payment)	\$
					Insurance - Hazard, wind, flood etc (if not escrowed and included in your current mortgage payment)	\$
					Other	\$
					Total Debt/Expenses	\$ 3280 - 3360

+493  
NTAA  
ESCROW  
J-R

653  
+ Electric

\*\*\* ALL INCOME MUST BE DOCUMENTED \*\*\*

Include combined expenses from the borrower and co-borrower (if any).  
If you include income and expenses from a household member who is not a borrower, please specify using a separate page if necessary.  
\*You are not required to disclose Child Support, Alimony or Separation Maintenance income, unless you choose to have it considered by your servicer.  
If additional space is needed, please include an additional page.

HARDSHIP AFFIDAVIT

I am having difficulty making my monthly payment because of financial difficulties created by (Please check all that apply):

<input type="checkbox"/> Borrower Death	<input checked="" type="checkbox"/> Reduction of Income	<input type="checkbox"/> Military Service	<input type="checkbox"/> Payment Adjustment
<input type="checkbox"/> Illness of Borrower	<input type="checkbox"/> Excessive Financial Obligations (Examples may be large medical bills, credit card debt, or college tuition payments)	<input checked="" type="checkbox"/> Unemployment	<input type="checkbox"/> Ownership Transfer is Pending (If the home is in the process of being sold)
<input type="checkbox"/> Illness of Family Member	<input type="checkbox"/> Property Problem (Anything that may be defective about the property such as a costly repair that needs to be made)	<input type="checkbox"/> Business Failure (Examples would be loss of business income)	<input type="checkbox"/> Tenant not Paying
<input type="checkbox"/> Death of Family Member	<input type="checkbox"/> Inability to Sell Property	<input type="checkbox"/> Bankruptcy Filed	<input type="checkbox"/> Incarceration (Sentenced to a city, county, state, or federal jail)
<input type="checkbox"/> Marital Difficulties (Examples include going through a legal separation or filing for divorce)	<input type="checkbox"/> Inability to Rent Property	<input type="checkbox"/> Casualty Loss (Unexpected event such as hurricane, flood, or earthquake that damages the property)	
<input type="checkbox"/> Other			

Explanation (Required):  
Lost my job / However unemployment still job search income

If additional space is needed for Explanation, please include an additional page.

### ACKNOWLEDGEMENT AND AGREEMENT

Account Number

Account Number

In making this request for consideration to review my loan terms I/we certify under penalty of perjury:

- 1 That all of the information in this document is truthful and the event(s) identified is/are the reason that I/we need to request a modification of the terms of my/our mortgage loan, short sale or deed-in-lieu of foreclosure.
- 2 I/we understand that the Servicer, the U.S. Department of the Treasury, or its agents may investigate the accuracy of my/our statements and/or may require me/us to provide supporting documentation. I/we also understand that knowingly submitting false information may violate Federal law.
- 3 I/we understand the Servicer will pull a current credit report on all borrowers obligated on the Note.
- 4 I/we understand that if I/we have intentionally defaulted on my/our existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this document, the Servicer may cancel any Agreement under Making Home Affordable and may pursue foreclosure on my/our home.
- 5 I/we understand any fee to validate the value of the property will be assessed to the account.
- 6 I/we have not received a condemnation notice; and there has been no change in the ownership of the Property since I/we signed the documents for the mortgage that I/we want to modify.
- 7 I/we certify that I/we will obtain credit counseling if it is determined that my/our financial hardship is related to excessive debt. For purposes of the Making Home Affordable program, "excessive debt" means that my/our debt-to-income ratio after the modification would be greater than or equal to 55%.
- 8 I/we am willing to provide all requested documents and to respond to all Servicer questions in a timely manner.
- 9 I/we understand that the Servicer will use the information in this document to evaluate my/our eligibility for a loan modification or short sale or deed-in-lieu of foreclosure, but the Servicer is not obligated to offer me/us assistance based solely on the statements in this document.
- 10 I/we agree that any prior waiver as to payment of escrow items in connection with my/our loan has been revoked.
- 11 I/we agree to the establishment of an escrow account and the payment of escrow items if an escrow account never existed on the loan.
- 12 I/we understand that the Servicer will collect and record personal information, including, but not limited to, my/our name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. I/we understand and consent to the disclosure of my/our personal information and the terms of any Making Home Affordable Agreement by Servicer to (a) the U.S. Department of the Treasury, (b) Fannie Mae and Freddie Mac in connection with their responsibilities under the Homeowner Affordability and Stability Plan; (c) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my/our first lien or subordinate lien (if applicable) mortgage loan(s); (d) companies that perform support services in conjunction with Making Home Affordable; and (e) any HUD certified housing counselor.
- 13 I/we agree that to be considered for the Making Home Affordable program all required documentation must be received no later than 7 business days prior to the scheduled foreclosure sale date. If the property is in the state of Florida, a complete package must be received 30 business days prior to the scheduled foreclosure sale date.
- 14 I/we understand the Servicer will not refer the account to foreclosure or conduct the foreclosure sale if already referred, while it is being reviewed for the Making Home Affordable program unless required by your investor. The review will not begin until all required documentation is received.
- 15 ☒ My/Our property is owner occupied; I/we intend to reside in this property for the next twelve months.  
☐ My/Our property is not owner occupied.

Borrower Signature

Date

Co-Borrower Signature

Date



Please be aware we will not be able to process your request until all parts of the application have been completed and all supporting documentation has been supplied.

If you have questions about this document or the modification process, please call us at the phone number listed on your monthly account statement. If you need further counseling, you can call the Homeowner's HOPE™ Hotline at 1-888-995-HOPE (4673). The Hotline can help with questions about the program and offers free HUD-certified counseling services in English and Spanish.

888-995-HOPE™  
Homeowner's HOPE™ Hotline

### NOTICE TO BORROWERS

Be advised that you are signing the following documents under penalty of perjury. Any misstatement of material fact made in the completion of these documents including but not limited to misstatement regarding your occupancy in your home, hardship circumstances, and/or income will subject you to potential criminal investigation and prosecution for the following crimes: perjury, false statements, mail fraud, and wire fraud. The information contained in these documents is subject to examination and verification. Any potential misrepresentation will be referred to the appropriate law enforcement authority for investigation and prosecution.

By signing the enclosed documents you certify, represent and agree that:

"Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the program, are true and correct."

If you are aware of fraud, waste, abuse, mismanagement or misrepresentations affiliated with the Troubled Asset Relief Program, please contact the SIGTARP Hotline by calling 1-877-SIG-2009 (toll-free), 202-622-4559 (fax), or www.sig tarp.gov. Mail can be sent to Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St. NW, Washington, DC 20220.



JAN-3-2011 12:16 FROM: SOUTH WINDSOR PUBLIC 8606447645

TQ: 8602411795

P.5

[Print Form](#)

MAKING HOME AFFORDABLE.GOV

REQUEST FOR MODIFICATION AND AFFIDAVIT (RMA) page 1

COMPLETE ALL THREE PAGES OF THIS FORM

REQUEST FOR MODIFICATION AND AFFIDAVIT (RMA) page 1

**COMPLETE ALL THREE PAGES OF THIS FORM**

▶ Loan I.D. Number [REDACTED] 8843

► Servicer GMAC

BORROWER		CO-BORROWER	
Borrower's name	Todd Silber	Co-borrower's name	
Social Security number	[REDACTED] 2236	Social Security number	
Date of birth	8/13/76	Date of birth	
Home phone number with area code	860-922-4156	Home phone number with area code	
Cell or work number with area code	SAME	Cell or work number with area code	

I want to:	<input checked="" type="checkbox"/> Keep the Property	<input type="checkbox"/> Sell the Property
The property is my:	<input checked="" type="checkbox"/> Primary Residence	<input type="checkbox"/> Second Home <input type="checkbox"/> Investment
The property is:	<input checked="" type="checkbox"/> Owner Occupied	<input type="checkbox"/> Renter Occupied <input type="checkbox"/> Vacant

Mailing address	73 Fernham Rd. South Windsor Ct 06074	Silber-Spader@yahoo.com
Property address (if same as mailing address, just write same)		E-mail address

Is the property listed for sale? ☐ Yes ☒ No  
Have you received an offer on the property? ☐ Yes ☒ No  
Date of offer \_\_\_\_\_ Amount of offer \$ \_\_\_\_\_  
Agent's Name: \_\_\_\_\_  
Agent's Phone Number: \_\_\_\_\_  
For Sale by Owner? ☐ Yes ☐ No

Have you contacted a credit-counseling agency for help ☒ Yes ☐ No  
If yes, please complete the following:  
Counselor's Name: Too many to list  
Agency Name: over the last year or  
Counselor's Phone Number: I repeat myself now  
Counselor's E-mail: \_\_\_\_\_

Who pays the real estate tax bill on your property?  
☐ I do ☒ Lender does ☐ Paid by condo or HOA  
 Are the taxes current? ☒ Yes ☐ No  
 Condominium or HOA Fees ☐ Yes ☐ No \$ \_\_\_\_\_  
 Paid to: \_\_\_\_\_

Who pays the hazard insurance premium for your property?  
☐ I do ☒ Lender does ☒ Paid by Condo or HOA  
 Is the policy current? ☒ Yes ☐ No  
 Name of Insurance Co.: State Farm  
 Insurance Co. Tel #: \_\_\_\_\_

Have you filed for bankruptcy? ☐ Yes ☒ No If yes: ☐ Chapter 7 ☐ Chapter 13 Filing Date: \_\_\_\_\_  
Has your bankruptcy been discharged? ☐ Yes ☐ No Bankruptcy case number \_\_\_\_\_

Additional Liens/Mortgages or Judgments on this property:			
Lien Holder's Name/Service	Balance	Contact Number	Loan Number

## HARDSHIP AFFIDAVIT

I (We) am/are requesting review under the Making Home Affordable program.  
I am having difficulty making my monthly payment because of financial difficulties created by (check all that apply):

<input checked="" type="checkbox"/> My household income has been reduced. For example: unemployment, underemployment, reduced pay or hours, decline in business earnings, death, disability or divorce of a borrower or co-borrower.	<input checked="" type="checkbox"/> My monthly debt payments are excessive and I am overextended with my creditors. Debt includes credit cards, home equity or other debt.
<input type="checkbox"/> My expenses have increased. For example: monthly mortgage payment reset, high medical or health care costs, uninsured losses, increased utilities or property taxes.	<input checked="" type="checkbox"/> My cash reserves, including all liquid assets, are insufficient to maintain my current mortgage payment and cover basic living expenses at the same time.

☐ Other:

Explanation (continue on back of page 3 if necessary):

01/03/11 12:41:13

REMOTE ID

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ID

Page 007

JAN-3-2011 12:17 FROM: SOUTH WINDSOR PUBLIC 8606447645

TO: 8602411795

P.6

REQUEST FOR MODIFICATION AND AFFIDAVIT (RMA) page 2

COMPLETE ALL THREE PAGES OF THIS FORM

INCOME/EXPENSES FOR HOUSEHOLD<sup>1</sup>

Number of People in Household:

INCOME/EXPENSES FOR HOUSEHOLD<sup>1</sup>

Number of People in Household:

Monthly Household Income		Monthly Household Expenses/Debt		Household Assets	
Monthly Gross Wages	\$ <del>2000</del>	First Mortgage Payment	\$ 1496.88 + 443	Checking Account(s)	\$ 1900
Overtime	\$ /	Second Mortgage Payment	\$ /	Checking Account(s)	\$ /
Child Support / Alimony / Separation <sup>2</sup>	\$ /	Insurance	Escrow \$ 493	Savings/ Money Market	\$ /
Social Security/SSDI	\$ /	Property Taxes	\$ /	CDs	\$ /
Other monthly income from pensions, annuities or retirement plans	\$ /	Credit Cards / Installment Loan(s) (total minimum payment per month)	\$ /	Stocks / Bonds	\$ /
Tips, commissions, bonus and self-employed income	\$ /	Alimony, child support payments	\$ /	Other Cash on Hand	\$ 1000.00
Rents Received	\$ /	Net Rental Expenses	\$ /	Other Real Estate (estimated value)	\$ /
Unemployment Income	\$ 2834	HOA/Condo Fees/Property Maintenance	\$ /	Other	\$ /
Food Stamps/Welfare	\$ /	Car Payments	\$ 200	Other	\$ /
Other (investment income, royalties, interest, dividends etc.)	\$ 500 Resident Contributor	Other CAR Insurance, Fuel + Electric + GAS - Food for kids	\$ 1090	Do not include the value of life insurance or retirement plans when calculating assets (401k, pension funds, annuities, IRAs, Keogh plans, etc.)	
<b>Total (Gross Income)</b>	\$ 3334.00	<b>Total Debt/Expenses</b>	\$ 3288.00	<b>Total Assets</b>	\$ 2400

## INCOME MUST BE DOCUMENTED

<sup>1</sup>Include combined income and expenses from the borrower and co-borrower (if any). If you include income and expenses from a household member who is not a borrower, please specify using the back of this form if necessary.

<sup>2</sup>You are not required to disclose Child Support, Alimony or Separation Maintenance income, unless you choose to have it considered by your servicer.

## INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the federal government in order to monitor compliance with federal statutes that prohibit discrimination in housing. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender or servicer may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, the lender or servicer is required to note the information on the basis of visual observation or surname if you have made this request for a loan modification in person. If you do not wish to furnish the information, please check the box below.

BORROWER		CO-BORROWER	
<input checked="" type="checkbox"/> I do not wish to furnish this information		<input type="checkbox"/> I do not wish to furnish this information	
Ethnicity:	<input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	Ethnicity:	<input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino
Race:	<input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White	Race:	<input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White
Sex:	<input type="checkbox"/> Female <input type="checkbox"/> Male	Sex:	<input type="checkbox"/> Female <input type="checkbox"/> Male
<b>To be completed by interviewer</b>		Name/Address of Interviewer's Employer	
This request was taken by:		Interviewer's Name (print or type) & ID Number	
<input type="checkbox"/> Face-to-face interview <input type="checkbox"/> Mail <input type="checkbox"/> Telephone <input type="checkbox"/> Internet		Interviewer's Signature Date	
		Interviewer's Phone Number (include area code)	



REQUEST FOR MODIFICATION AND AFFIDAVIT (RMA) page 3

COMPLETE ALL THREE PAGES OF THIS FORM

**ACKNOWLEDGEMENT AND AGREEMENT**

*In making this request for consideration under the Making Home Affordable Program, I certify under penalty of perjury:*  
*In making this request for consideration under the Making Home Affordable Program, I certify under penalty of perjury:*

1. That all of the information in this document is truthful and the event(s) identified on page 1 is/are the reason that I need to request a modification of the terms of my mortgage loan, short sale or deed-in-lieu of foreclosure.
2. I understand that the Servicer, the U.S. Department of the Treasury, or their agents may investigate the accuracy of my statements and may require me to provide supporting documentation. I also understand that knowingly submitting false information may violate Federal law.
3. I understand the Servicer will pull a current credit report on all borrowers obligated on the Note.
4. I understand that if I have intentionally defaulted on my existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this document, the Servicer may cancel any Agreement under Making Home Affordable and may pursue foreclosure on my home.
5. That: my property is owner-occupied; I intend to reside in this property for the next twelve months; I have not received a condemnation notice; and there has been no change in the ownership of the Property since I signed the documents for the mortgage that I want to modify
6. I am willing to provide all requested documents and to respond to all Servicer questions in a timely manner.
7. I understand that the Servicer will use the information in this document to evaluate my eligibility for a loan modification or short sale or deed-in-lieu of foreclosure, but the Servicer is not obligated to offer me assistance based solely on the statements in this document.
8. I am willing to commit to credit counseling if it is determined that my financial hardship is related to excessive debt.
9. I understand that the Servicer will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. I understand and consent to the disclosure of my personal information and the terms of any Making Home Affordable Agreement by Servicer to (a) the U.S. Department of the Treasury, (b) Fannie Mae and Freddie Mac in connection with their responsibilities under the Homeowner Affordability and Stability Plan; (c) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (d) companies that perform support services in conjunction with Making Home Affordable, and (e) any HUD-certified housing counselor.

Borrower Signature

Date

Co-Borrower Signature

Date

**HOMEOWNER'S HOTLINE**

*If you have questions about this document or the modification process, please call your servicer.*  
*If you have questions about the program that your servicer cannot answer or need further counseling, you can call the Homeowner's HOPE™ Hotline at 1-888-995-HOPE (4673). The Hotline can help with questions about the program and offers free HUD-certified counseling services in English and Spanish.*

**888-995-HOPE**  
Homeowner's HOPE™ Hotline

**NOTICE TO BORROWERS**

Be advised that by signing this document you understand that any documents and information you submit to your servicer in connection with the Making Home Affordable Program are under penalty of perjury. Any misstatement of material fact made in the completion of these documents including but not limited to misstatement regarding your occupancy in your home, hardship circumstances, and/or income, expenses, or assets will subject you to potential criminal investigation and prosecution for the following crimes: perjury, false statements, mail fraud, and wire fraud. The information contained in these documents is subject to examination and verification. Any potential misrepresentation will be referred to the appropriate law enforcement authority for investigation and prosecution. By signing this document you certify, represent and agree that: "Under penalty of perjury, all documents and information I have provided to Lender in connection with the Making Home Affordable Program, including the documents and information regarding my eligibility for the program, are true and correct."

If you are aware of fraud, waste, abuse, mismanagement or misrepresentations affiliated with the Troubled Asset Relief Program, please contact the SIGTARP Hotline by calling 1-877-SIG-2009 (toll-free), 202-622-4559 (fax), or [www.sig tarp.gov](http://www.sig tarp.gov). Mail can be sent to Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St. NW, Washington, DC 20220.



Financial Hardship Letter..... Number 3... 12/24/2010  
Financial Hardship Letter..... Number 3... 12/24/2010



To Whom it may concern,

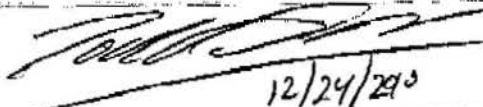
In July of 2009 I lost my job. I stayed on top of my mortgage until Nov. of 2009. Since then I have written GMAC countless please, hardship letters. And 3 modification application, I have begged and pleaded for over a year. No modification has been granted (worst part is if a modification was granted a year ago I could have been paying modified payments all this time).

Never the less I will not beg and plead with another letter. I will happily include the first 2 financial letters I sent you at the beginning of the year. But if my words and pleas in those went un-noticed nothing else I can say to 'YOU' will help motivate you to grant me some kind of help.

Everyone needs help sometimes.... Even GMAC has received 3 bail outs granting over 9 billion. GMAC was expected to give back in return to people like myself, but its no secret the program is way short of the 80% approval rate expected.

I am still having difficulties; however Federal Legislation Has passed yet another extension for unemployment... It is substantial income at this time that provides for me and my 2 daughters as well could be paying modified payment. ( its how I paid my forbearance payments for 6 months without any problems... well on my end anyway...)

Understand me not simply giving in, or caving under the threat of foreclosure, to rather stand up and defend myself by writing constant letters to various Congressman, Senators, HUD councilors, and FHA has taken much time and effort. Spending countless hours, and endless energy and effort Studying FHA/ HAMP/ Federal protocol revolving around Bailouts, Foreclosure, and everything else has only made me more determined to fight GMAC the end. And though it has taken a toll on me mentally, and physically, and emotionally, The grievances, mental stress and pain and suffering is nothing compared to the pain and hardship I will face if I lose this house.

  
12/24/2010

01/03/11 12:43:07

REMOTE ID to Briore Declaration Pg 11 of 28

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JAN-3-2011 12:18 FROM: SOUTH WINDSOR PUBLIC 8606447645

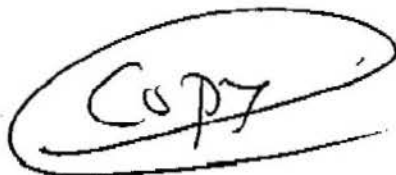
TO: 8602411795

P.9

Identifier: [REDACTED] 8843

Doc Type: WOUT

## GMAC LOSS MITIGATION. 1-23-2010



To Whom it may concern.

This letter is included in my 2<sup>nd</sup> attempt at a modification to my loan. I need YOUR HELP. I need a small modification on my home so I may keep my house. Please Help me.

In this letter I hope you see that I am doing everything I can to reduce my overhead and cost of living. I hope you will find compassion As I inform you of personal and family life, I hope this serves enough evidence that I can and will keep my house. I will do anything and everything in my power to hold onto this. In the end I hope this letter will show enough supporting evidence that with GMAC's help and aid we can afford to keep this house.

**WHAT AM I DOING:** Last time I applied (12-11-2009) I had an overhead of over \$4000 dollars. I have shaved nearly \$1000 off of this. I got rid of one of the family's cars reducing gas, insurance and maintenance cost. Now a family of 4 sharing one car is tough, but it's a sacrifice we found necessary. Also we recently have filed for energy assistance. In the spring/summer months our utilities are only around \$180 combined (gas and electric). Though through winter it shoots up, with energy assistance we can get the aid we need through the winter months, this reducing our overhead. Also we have signed up with Direct energy to provide cheaper electricity, guaranteed to reduce our electric bill by 15-20%. On Feb 1<sup>st</sup> we will be applying for Ct, food stamps. As of Feb 1<sup>st</sup> the household will be under the income level and should be able to receive assistance.

As for the credit card dept, I have talked to a few friends and counselors at agencies. It seems I should stop paying them, go a few months behind and then work with a counselor to get a big reduced payment. I am being told I can cut my credit card payments 75-80%, in the mean time I have cancelled credit cards. I AM NOT PROUD OF THESE THINGS. I am not proud I have to stop paying my credit card companies for a few months. I am ashamed I have to ask for energy assistance and food stamps. But I have come to realization that it's not a hand out, its help for a family that need's it right now. And though I am ashamed, to save my house I will do whatever it takes. Please understand that with a modification to my loan I can and will make it work.

**WHAT COULD I AFFORD:** Like the banking industry the car industry has taken a tough hit? I am trying to find a better job to provide a more secure future for my family outside the auto industry. And by better I do not mean more money, I mean a job that does not have a high risk of lay off. Now yes currently I am still seeking employment in the Auto Business, main reason I cannot find a job that will pay the same money with my current education level only being a GED. And though the auto business paid great, people who are staying in it are taking pay cuts. Places I have interviewed for are not paying nearly as

JAN-3-2011 12:18 FROM: SOUTH WINDSOR PUBLIC 8606447645

TO: 8602411795

P.10

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[REDACTED] 843

much as they used to. Don't get me wrong I am not refusing these positions; it's just that I am not being chosen for them. But if I do land a job back at a Dealership, I still will need a modification on my loan as the pay in the auto business has dropped and steadily dropping since 2006. With all the dealerships that have closed it's much harder to compete for a job.

Now it is not GMAC's problem or responsibility to help me find a job. But my point is this... There are other jobs to reduce the chances of this happening again. Currently MASS. Unemployment has school/educational programs that would allow me to continue to get my financial insurance benefits and at the same time go to school, to further my education, get a degree or a certification in another field. Now most of these other fields will not pay the same compensation as the auto business. But these other fields such as Nursing or Culinary have a more hi demand and with certification, finding and maintaining employment would be a lot easier than the auto business. But this is not an option unless I could reduce my overhead, if GMAC could reduce my mortgage payment. Getting this help right now would provide more for my family and future securities.

GMAC also needed help at one point did they not? Recently didn't GMAC get 3.8 billion from the U.S. Government? 3.8 billion.... You're really going to tell me GMAC can't give me a small loan in good faith after getting 3.8 billion. There isn't a program for me to reduce my payments by \$300-500 monthly? Nothing under the HAMP law I can qualify for? Or lower my interest rate? I pay my taxes. So if that aid GMAC got came from tax payer's money, I actually gave you help and now need some in return...

I do not even care if you make my loan a 35 year loan, 40 year loan. Take the reduction monthly amount and add it to the end of my term. Whatever you can do to help me reduce my mortgage payments to KEEP MY HOUSE will help me. I am begging you. I need your help, please. I promise you, I GIVE YOU MY WORD! I will make it work, weather back to the auto business, or going into a new field. I beg you to give me a chance and give me a modification of some kind I will make it work.

AND ULTIMATELY YOU HAVE NOTHING TO LOSE. If you were to foreclose on my house tomorrow, you now own a house that is severely under water. If you took the time to research what the houses in this neighborhood are worth or what they are selling for after they sit. You will find you will lose 10's of thousands.... However if you allow me to keep my house and give me some kind of modification, payments can start rolling in again on a regular basis. (FYI on January 19<sup>th</sup> I offered to make a partial payment of my past due amount, I told your employee I could afford a \$1400 payment at this time. She told me if I could not pay the full \$1990 then it would not show for anything and would not stop the foreclosure review, point is I tried to give you something, that 'something' is now in a small dated envelope with "attempted to pay \$1400 on this day"... )

Anyway with a modification I can start making regular payments again. BUT! let's say for whatever reason, 10 months from now I go backwards again and can't pay the modified payments. WHAT HAVE YOU REALLY LOSS????? Nothing... the housing market can't get any worse or that much worse in 10 months per say, so chances are it would get better. Plus you got 10 more months of payments. But ultimately you lose nothing by giving me a modification and giving me a chance in good faith to pay it... I JUST NEED A CHANCE, Please I promise you I could make it work with a \$400-500 adjustment... please.



JAN-3-2011 12:19 FROM: SOUTH WINDSOR PUBLIC 8606447645

TO: 8602411795

P.11

Identifier: 843

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887-

You got 3.8 billion from the Government. You got aid when needed, I am asking for a small miniscule fraction of that help.

**WHY SELLING MY HOUSE IS NOT AN OPTION:** I no longer have the good credit to move forward in buying a cheaper house. If GMAC said "Todd we will guarantee you a loan for X amount so you could buy a more affordable home". I would sell this house and buy a cheaper one. (Well it would have to meet a few criteria mainly staying in this school system). But GMAC isn't about to offer this are they?

Please do not think I own some big house do the amount I pay in taxes or what I owe. Do not misunderstand the situation. My taxes may be high and South Windsor Ct. may be looked upon as a "rich" town. But we have a very small house in the outskirts of this town. We can't even get a speed limit sign or watch for children sign on our road. If you go to 99% of the other neighborhoods in this town the house's are larger, they have sidewalks, street signs, street lights. We have broken curbs, sand for our lawn, and pot holes every 30 feet. We bought a small house in this town appose to a larger house in a neighboring town for one reason.... education. Our children's education is very important to me and my fiancée. We cannot and will not jeopardize that in anyway. We have come too far and overcome too many hardships to go backwards now. I am the sole provider for my biological daughter as well as my fiancée's daughter (who is 15), Because her biological father is in jail and has not supported his daughter in any way shape or form in over 14 years. He owes over 30k in past due child support.

When I met my fiancée 10 years ago she and her daughter (5 years old at the time) were living in real tough conditions. And yes I was in a tough place as well. I took them in, and together we made a family. In a short time we had another daughter together and the 4 of us lived in a 1 bedroom apt. in a real rundown neighborhood. We had a stove that didn't work, a shower that the entire tile had rotted and you could see the pipes in the wall. At the time the 5 year old was going to a school with teachers who did not care, and with other children who picked on her mentally and sometimes physically causing us to have to get the police involved on more than one occasion. For 6 years we struggled, we fought, kicked, and climbed our way out of the hole and finally into the house we currently live in and have been in. We have come from the lowest of the lowest and going back to that is not an option. We were so desperate to find a house that when I first purchased this house, my first loan agreement had a 30k balloon payment at the end of a 15 year note. But at that time I took whatever I could, I had to... But I was lucky enough to start striving in the auto business and was able to fix my credit and move forward and get a refinance. At the same time, my children attended and are still currently attending good schools with teachers who care and other students who are kind and caring. So going backwards even a small step is not an option when it comes to my children's education. And so I humbly once again ask you to consider this, a small modification in our loan helps greater than you think. Please do not try to take our home away.

**WHATEVER IT TAKES:** I have filled this letter with personal information on why keeping this house is so important to us, information on how I have reduced a lot of overhead. And also information on how I KNOW I COULD MAKE IT WORK, if we just got a little help. And as much as I like to think GMAC does not want to take my house away and will do everything they can to work with me. I fear this is not true so I will close with this... This is not in any way a threat of any kind, I am humbly asking GMAC to help us with

01/03/11 12:45:00

REMOTE ID

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JAN-3-2011 12:19 FROM: SOUTH WINDSOR PUBLIC 8606447645

TO: 8602411795

P.12

Identifier: [REDACTED] 8643

Doc Type: WOUT



a modification. But if you ultimately decide you WILL not help me, if you plug numbers into a small computer and that's how you review this case.... I will seek out any help I can and fight you to the very end. I am already signing up with Connecticut housing, and will be working with someone on foreclosure prevention. I am currently awaiting some more information about the HAMP programs/laws.

I will not lose this house easily and I WILL NOT consider selling it. I have plenty of fight in me. I will speak and tell my story to whoever will listen. Congressman, media, lawyers, foreclosure Judges, I am prepared to talk to anyone who will listen or anyone GMAC puts me in front of. With this letter in hand, and other documentation here as well as logs and a journal of all conversations I have had with GMAC employees, I am prepared to plead my case to anyone I have to or anyone who will listen.

#### IT COMES DOWN TO THIS!

With the HAMP programs and laws out there, with modification programs available backed by the US government, with the 3.8 billion dollars GMAC received recently. I find it very hard to believe that there is not some sort of program out there that I qualify for. I find it impossible GMAC cannot offer me any aid. You really have nothing to lose.....

And in the end if GMAC decides NOT to help me, I am positive that someone I speak too or someone who reviews this document, after I exercise all resources and mail all the letters I can mail. I am positive someone out there WILL step in and help me keep my home if my mortgage company fails to do so. I have not lost faith in this wonderful country or the laws or the judicial system. I still believe ultimately people will do what is right. Someone will step in and not allow you to take my home, after I have offered multiple suggestions, evidence and options on how I could keep my home. And how I have worked so hard to achieve it in the first place.

Sincerely,

Todd Silber



860-922-4156

01/03/11 12:45:26

REMOTE TO Prior Declaration Pg 15 of 28

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JAN-3-2011 12:19 FROM: SOUTH WINDSOR PUBLIC 8606447645

TO: 8602411795

P.13

Identifier: 8843

Doc Type: W00T

Form 1040 Department of the Treasury -- Internal Revenue Service  
U.S. Individual Income Tax Return 2008 (98) IRS Use Only -- Do not write or staple in this space.

For the year Jan. 1-Dec. 31, 2008, or other tax year beginning 2008, ending 20 CMB No. 1545-0074

For the year Jan. 1-Dec. 31, 2008, or other tax year beginning 2008, ending 20 CMB No. 1545-0074

TODD SILBER  
73 FARNHAM ROAD  
South Windsor CT 06074

Your social security number 2236  
Spouse's social security no.

You must enter your SSN(s) above.  
Checking a box below will not change your tax or refund.

Presidential Election Campaign Check here if you, or your spouse if filing jointly, want \$3 to go to this fund (see instructions) ☐ You ☐ Spouse

Filing Status 1 ☐ Single 4 ☒ Head of household (with qualifying person). (See inst.) if qualifying person is a child but not your dependent, enter child's name below.  
2 ☐ Married filing jointly (even if only one had income)  
3 ☐ Married filing separately. Enter spouse's SSN above and full name here.

Check only one box.

Exemptions If more than four dependents, see instructions.

a ☒ Yourself. If someone can claim you as a dependent, do not check box 6a.  
b ☐ Spouse  
c Dependents:

(1) First name	Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) <input type="checkbox"/> If qualifying child for child tax credit (see inst.)
MADISON	SILBER	6967	Daughter	<input checked="" type="checkbox"/>
ALISON	GILBERT	4485	Daughter	<input checked="" type="checkbox"/>
MALINDA	JOHNSTON	8009	Other	<input type="checkbox"/>

d Total number of exemptions claimed 4

7 Wages, salaries, tips, etc. Attach Form(s) W-2 86,610

Income Attach Form(s) W-2 here. Also attach Forms 1120 and 1099-R if tax was withheld.

8a Taxable interest. Attach Schedule B if required 41  
b Tax-exempt interest. Do not include on line 8a.  
9a Ordinary dividends. Attach Schedule B if required  
b Qualified dividends (see instructions).  
10 Taxable refunds, credits, or offsets of state and local income taxes (see instructions)  
11 Alimony received  
12 Business income or (loss). Attach Schedule C or C-EZ  
13 Capital gain or (loss). Attach Schedule D if required. If not required, check here. ☐ -2,279  
14 Other gains or (losses). Attach Form 4797  
15a IRA distributions 15a b Taxable amount 15b  
16a Pensions and annuities 16a b Taxable amount 16b  
17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E  
18 Farm income or (loss). Attach Schedule F  
19 Unemployment compensation 2,510  
20a Social security benefits 20a b Taxable amount (see inst.) 20b  
21 Other income.  
22 Add the amounts in the far right column for lines 7 through 21. This is your total income 86,862

Adjusted Gross Income 23 Educator expenses (see instructions) 23  
24 Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106/2106-EZ 24  
25 Health savings account deduction. Attach Form 5305 25  
26 Moving expenses. Attach Form 5303 26  
27 One-half of self-employment tax. Attach Schedule SE 27  
28 Self-employed SEP, SIMPLE, and qualified plans 28  
29 Self-employed health insurance deduction (see instructions) 29  
30 Penalty on early withdrawal of savings 30  
31a Alimony paid b Recipient's SSN 31a  
32 IRA deduction (see instructions) 32  
33 Student loan interest deduction (see instructions) 33  
34 Tuition and fees deduction. Attach Form 8877 34  
35 Domestic production activities ded. Attach Form 9903 35  
36 Add lines 23 through 31a and 32 through 35 0  
37 Subtract line 36 from line 22. This is your adjusted gross income 86,862

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see instructions.  
JVA 08 10401 TWF 77304 Copyright Forms (Software Only) - 2008 TW

01/03/11 12:46:08

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Imprint ID

Page 015

JAN-3-2011 12:20 FROM: SOUTH WINDSOR PUBLIC 8606447645

TO: 8602411795

P.14

Identifier: 042-12620-00

Doc Type: WOUT

Form 1040 (2008) **SILBER** 2236 Page 2

**Tax and Credits**

38 Amount from line 37 (adjusted gross income) 38 86,882

39a Check ☐ You were born before January 2, 1944, ☐ Blind. Total boxes  
if: ☐ Spouse was born before January 2, 1944, ☐ Blind. checked ☐ 39a

b If your spouse itemizes on a separate return or you were a dual-status alien, see inst. and check here ☐ 39b

c Check if standard deduction includes real estate taxes or disaster loss (see inst.) ☐ 39c

40 Itemized deductions (from Schedule A) or your standard deduction (see left margin) 40 28,382

41 Subtract line 40 from line 38 41 58,500

42 If line 38 is over \$119,975, or you provided housing to a Midwestern displaced individual, see instructions. Otherwise, multiply \$3,500 by the total number of exemptions claimed on line 8d. 42 14,000

43 Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0- 43 44,500

44 Tax (see inst.). Check if any tax is from: ☐ Form(s) 9814 ☐ Form 4972 44 6,194

45 Alternative minimum tax (see instructions). Attach Form 6251 45

46 Add lines 44 and 45 46 6,194

**TAXPAYER'S COPY**

47 Foreign tax credit. Attach Form 1116 if required. 47

48 Credit for child & dependent care expenses. Attach Form 2441 48

49 Credit for the elderly or the disabled. Attach Schedule R 49

50 Education credits. Attach Form 8863 50

51 Retirement savings contributions credit. Attach Form 8880 51

52 Child tax credit (see instructions). Attach Form 8801 if required 52 1,400

53 Credits from Form: ☐ 8306 ☐ 8329 ☐ 5085 53

54 Other credits from Form: ☐ 3800 ☐ 8801 ☐ 54

55 Add lines 47 through 54. These are your total credits 55 1,400

56 Subtract line 55 from line 46. If line 56 is more than line 46, enter -0- 56 4,794

**Other Taxes**

57 Self-employment tax. Attach Schedule SE 57

58 Unreported social security and Medicare tax from Form: ☐ 4137 ☐ 8819 58

59 Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required 59

60 Additional taxes: ☐ AEIC payments ☐ Household employment taxes. Attach Schedule H 60

61 Add lines 56 through 60. This is your total tax 61 4,794

**Payments**

62 Federal income tax withheld from Forms W-2 and 1099 62 10,153

63 2008 estimated tax payments & amt. applied from 2007 return 63

64a Earned income credit (EIC) 64a

b Nonrefundable combat pay election ☐ 64b

65 Excess social security and tier 1 RRTA tax withheld (see inst.) 65

66 Additional child tax credit. Attach Form 8812 66

67 Amount paid with request for extension to file (see instructions) 67

68 Credits from Form: ☐ 2439 ☐ 4136 ☐ 8801 ☐ 8805 68

69 First-time homebuyer credit. Attach Form 5405 69

70 Recovery rebate credit (see instructions) 70

71 Add lines 62 through 70. These are your total payments 71 10,153

**Refund**

72 If line 71 is more than line 61, subtract line 61 from line 71. This is the amount you overpaid 72 5,359

73a Amount of line 72 you want refunded to you. If Form 8879 is attached, check here, ☐ 73a 5,359

b Routing no. 1 2 2 2 3 1 3 0 4 ☐ e Type: ☒ Checking ☐ Savings

d Account no. 9 8 1 9 1 0 4 4 7 8 2 2 3 6

74 Amt. of line 72 you want applied to your 2009 tax liability 74

**Amount You Owe**

75 Amount you owe. Subtract lines 71 through 74. For details on how to pay, see instructions 75

76 Estimated tax penalty (see instructions) 76

**Third Party Designee**

Do you want to allow another person to discuss this return with the IRS (see instructions)? ☒ Yes. Complete the following. ☐ No

Designee's name **PREPARER** Phone no. Personal identification number (PIN)

**Sign Here**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature Date 12/14/2008 Your occupation **MARKETING MANAGER** Daytime phone number

Spouse's signature, if a joint return, both must sign. Date Spouse's occupation

**Paid Preparer's Use Only**

Preparer's signature Date Check if self-employed Preparer's SSN or PTIN

Firm's name (or yours if self-employed), address, & ZIP code **TAXES 1ST LLC**  
**756 PARK AVE**  
**Bloomfield, CT 06002** EIN **7955**  
Phone no. **(860) 836-0036**



Form 1040 (2009) **SILBER** 2236 **8873** Page 2

**Tax and Credits**

38 Amount from line 37 (adjusted gross income) 38 51,440

39a Check ☐ You were born before January 2, 1945, ☐ Blind. Total boxes  
if: ☐ Spouse was born before January 2, 1945, ☐ Blind. checked ☐ 39a

**Standard Deduction**

40a Itemized deductions (from Schedule A) or your standard deduction (see left margin) 40a 18,121

40b If you are increasing your standard deduction by certain real estate taxes, new motor vehicle taxes, or a net disaster loss, attach Schedule I, and check here (see instructions) 40b

41 Subtract line 40a from line 38 41 33,319

42 Exemptions. If line 38 is \$125,100 or less and you did not provide housing to a Midwestern displaced individual, multiply \$3,650 by the number on line 6d. Otherwise, see the instructions 42 14,600

43 Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0- 43 18,719

44 Tax (see inst.). Check if any tax is from: a ☐ Form(s) 8814 b ☐ Form 4972 44 2,211

45 Alternative minimum tax (see instructions). Attach Form 8863 45

46 Add lines 44 and 45 46 2,211

**TAXPAYER'S COPY**

47 Foreign tax credit. Attach Form 1118 if required 47

48 Credit for child & dependent care expenses. Attach Form 2441 48

49 Education credits from Form 8863, line 28 49

50 Retirement savings contributions credit. Attach Form 8880 50

51 Child tax credit (see instructions) 51 2,000

52 Credits from Form: a ☐ 8396 b ☐ 8839 c ☐ 5695 52

53 Other credits from Form: a ☐ 3800 b ☐ 8801 c ☐ 53 53

54 Add lines 47 through 53. These are your total credits 54 2,000

55 Subtract line 54 from line 46. If line 54 is more than line 46, enter -0- 55 211

**Other Taxes**

56 Self-employment tax. Attach Schedule SE 56

57 Unreported social security and Medicare tax from Form: a ☐ 4137 b ☐ 8819 57

58 Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required 58

59 Additional taxes: a ☐ AEIC payments b ☐ Household employment taxes. Attach Schedule H 59

60 Add lines 55 through 59. This is your total tax 60 211

**Payments**

61 Federal income tax withheld from Forms W-2 and 1099 61 3,442

62 2009 estimated tax payments & amt. applied from 2008 return 62

63 Making work pay and government referee credits. Attach Schedule M 63 400

64a Earned income credit (EIC) 64a

64b Nonrefundable combat pay election 64b

65 Additional child tax credit. Attach Form 8812 65

66 Refundable education credit from Form 8863, line 16 66

67 First-time homebuyer credit. Attach Form 5405 67

68 Amount paid with request for extension to file (see instructions) 68

69 Excess social security and tier 1 RRTA tax withheld (see inst.) 69

70 Credits from Form: a ☐ 2439 b ☐ 4136 c ☐ 8801 d ☐ 8885 70

71 Add lines 61, 62, 63, 64a, and 65 through 70. These are your total payments 71 3,842

72 If line 71 is more than line 60, subtract line 60 from line 71. This is the amount you overpaid 72 3,631

73a Amount of line 72 you want refunded to you. If Form 8888 is attached, check here. 73a 3,631

**Refund**

73b Routing no. 211170101 73b

73c Account no. 100019654443 73c

74 Amt. of line 72 you want applied to your 2010 estimated tax 74

**Amount You Owe**

75 Amount you owe. Subtract line 72 from line 60. For details on how to pay, see instructions 75

76 Estimated tax penalty (see instructions) 76

**Third Party Designee**

Do you want to allow another person to discuss this return with the IRS (see instructions)? ☒ Yes. Complete the following. ☐ No

Designee's name: **CLYDE TRIUMPH** Phone no: **860-242-4330** Personal identification number (PIN): **33179**

**Sign Here**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Your signature: *[Signature]* Date: **12/24/10** Your occupation: **MARKETING MANAGER** Daytime phone number: \_\_\_\_\_

Spouse's signature: \_\_\_\_\_ Date: \_\_\_\_\_ Spouse's occupation: \_\_\_\_\_

**Paid Preparer's Use Only**

Preparer's signature: \_\_\_\_\_ Date: \_\_\_\_\_ Check if self-employed ☐ Preparer's SSN or PTIN: **3179**

Firm's name (or yours if self-employed): **Taxes 1st LLC** EIN: **7955**

Address & ZIP code: **756 Park Ave Bloomfield, CT 06002-2457** Phone no: **860-836-0036**

JVA 09 10402 TWF 32878 Copyright Forms (Software Only) - 2009 TWF Form 1040 (2009)

34 Union and fees deduction. Attach Form 8917 34

35 Domestic production activities ded. Attach Form 8803 35

36 Add lines 23 through 31a and 32 through 35 36 0

37 Subtract line 36 from line 22. This is your adjusted gross income 37 51,440

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see Instructions.

JVA 09 10401 TWF 32878 Copyright Forms (Software Only) - 2009 TWF Form 1040 (2009)

JAN-3-2011 12:21 FROM: SOUTH WINDSOR PUBLIC 8606447645

TO: 8602411795

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Form **4506T-EZ**  
(October 2009)  
F0108  
(October 2009)  
Department of the Treasury  
Internal Revenue Service

**Short Form Request for Individual Tax Return Transcript**  
**SHORT FORM REQUEST FOR INDIVIDUAL TAX RETURN TRANSCRIPT**

OMB No. 1545-2154  
OMB No. 1545-2154

Request may not be processed if the form is incomplete or illegible.

Tip: Use Form 4506T-EZ to order a 1040 series tax return transcript free of charge.

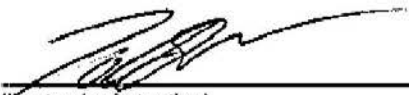
1a Name shown on tax return. If a joint return, enter the name shown first. <b>Todd Silber</b>		1b First social security number shown on tax return <b>[REDACTED]-2236</b>
2a If a joint return, enter spouse's name shown on tax return.		2b Second social security number if joint tax return
3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code <b>73 Farnham Rd. South Windsor CT 06079</b>		
4 Previous address shown on the last return filed if different from line 3		
5 If the transcript is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. The IRS has no control over what the third party does with the tax information. Third party name <b>GMAC Mortgage</b> Telephone number <b>888-850-4622</b> Address (including apt., room, or suite no.), city, state, and ZIP code <b>Attn: Loss Mitigation, 233 Gibraltar Rd, Suite 600, Horsham, PA 19044</b>		
6 Year(s) requested. Enter the year(s) of the return transcript you are requesting (for example, "2008"). Most requests will be processed within 10 business days. <b>2008                      2009</b>		

Caution. If the transcript is being mailed to a third party, ensure that you have filled in line 6 before signing. Sign and date the form once you have filled in line 6. Completing these steps helps to protect your privacy.

Note. If the IRS is unable to locate a return that matches the taxpayer identity information provided above, or if IRS records indicate that the return has not been filed, the IRS may notify you or the third party that it was unable to locate a return, or that a return was not filed, whichever is applicable.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a. If the request applies to a joint return, either husband or wife must sign.

Note. This form must be received within 60 days of signature date.

Sign Here		<b>12/24/2010</b>	Telephone number of taxpayer on line 1a or 2a
	Signature (see instructions)	Date	
	Spouse's signature	Date	

For Privacy Act and Paperwork Reduction Act Notice, see page 2.

Cat. No. 54185S

Form 4506T-EZ (10-2009)

01/03/11 12:48:08

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JAN-3-2011 12:21 FROM: SOUTH WINDSOR PUBLIC 8606447645

TO: 8602411795

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Department of the Treasury - Internal Revenue Service  
**Form 1040 U.S. Individual Income Tax Return 2009** (99) IRS Use Only - Do not write or staple in this space

For the year Jan. 1-Dec. 31, 2009, or other tax year beginning 2008, ending 20 OMB No. 1545-0074

**Label Use the IRS label. Otherwise, please print or type**

**TODD SILBER**  
73 FARNHAM ROAD  
South Windsor CT 06074

**City number** 2236  
**Spouse's social security no.** 2236

**You must enter your SSN(s) above.**  
Checking a box below will not change your tax or refund.

**Presidential Election Campaign** Check here if you, or your spouse if filing jointly, want \$3 to go to this fund (see instructions) ☐ You ☐ Spouse

**Filing Status**  
1 ☐ Single  
2 ☐ Married filing jointly (even if only one had income)  
3 ☐ Married filing separately. Enter spouse's SSN above and full name here.  
4 ☒ Head of household (with qualifying person). (See inst.) If the qualifying person is a child but not your dependent, enter child's name here.  
5 ☐ Qualifying widow(er) with dependent child (see inst.)

**Exemptions** If more than four dependents, see inst. & check here ☐ **a** ☒ Yourself. If someone can claim you as a dependent, do not check box 6a  
**b** ☐ Spouse  
**c** **Dependents:**

(1) First name	Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) <input checked="" type="checkbox"/> If qualifying child for child tax credit (see inst.)
MADISON	SILBER	6967	Daughter	<input checked="" type="checkbox"/>
ALISON	GILBERT	4485	Daughter	<input checked="" type="checkbox"/>
MALINDA	JOHNSTON	8009	Other	<input type="checkbox"/>

**d** Total number of exemptions claimed **4**

**7** Wages, salaries, tips, etc. Attach Form(s) W-2 **35,690**

**Income**  
Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.  
If you did not get a W-2, see instructions.

<b>8a</b> Taxable interest. Attach Schedule B if required	<b>8a</b>	<b>26</b>
<b>b</b> Tax-exempt interest. Do not include on line 8a	<b>8b</b>	
<b>9a</b> Ordinary dividends. Attach Schedule B if required	<b>9a</b>	
<b>b</b> Qualified dividends (see instructions)	<b>9b</b>	
<b>10</b> Taxable refunds, credits, or offsets of state and local income taxes (see instructions)	<b>10</b>	<b>341</b>
<b>11</b> Alimony received	<b>11</b>	
<b>12</b> Business income or (loss). Attach Schedule C or C-EZ	<b>12</b>	
<b>13</b> Capital gain or (loss). Attach Schedule D if required. If not required, check here <input type="checkbox"/>	<b>13</b>	<b>-67</b>
<b>14</b> Other gains or (losses). Attach Form 4797	<b>14</b>	
<b>15a</b> IRA distributions	<b>15a</b>	<b>15b</b> Taxable amount
<b>16a</b> Pensions and annuities	<b>16a</b>	<b>16b</b> Taxable amount
<b>17</b> Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E	<b>17</b>	
<b>18</b> Farm income or (loss). Attach Schedule F	<b>18</b>	
<b>19</b> Unemployment compensation in excess of \$2,400 per recipient	<b>19</b>	<b>15,450</b>
<b>20a</b> Social security benefits	<b>20a</b>	<b>20b</b> Taxable amount (see inst.)
<b>21</b> Other income	<b>21</b>	
<b>22</b> Add the amounts in the far right column for lines 7 through 21. This is your total income	<b>22</b>	<b>51,440</b>

**Adjusted Gross Income**

<b>23</b> Educator expenses (see instructions)	<b>23</b>	
<b>24</b> Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106/2106-EZ	<b>24</b>	
<b>25</b> Health savings account deduction. Attach Form 8889	<b>25</b>	
<b>26</b> Moving expenses. Attach Form 3901	<b>26</b>	
<b>27</b> One-half of self-employment tax. Attach Schedule SE	<b>27</b>	
<b>28</b> Self-employed SEP, SIMPLE, and qualified plans	<b>28</b>	
<b>29</b> Self-employed health insurance deduction (see instructions)	<b>29</b>	
<b>30</b> Penalty on early withdrawal of savings	<b>30</b>	
<b>31a</b> Alimony paid to recipient's SSN	<b>31a</b>	
<b>32</b> IRA deduction (see instructions)	<b>32</b>	
<b>33</b> Student loan interest deduction (see instructions)	<b>33</b>	
<b>34</b> Tuition and fees deduction. Attach Form 8917	<b>34</b>	
<b>35</b> Domestic production activities ded. Attach Form 8903	<b>35</b>	
<b>36</b> Add lines 23 through 31a and 32 through 35	<b>36</b>	<b>0</b>
<b>37</b> Subtract line 36 from line 22. This is your adjusted gross income	<b>37</b>	<b>51,440</b>

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see instructions.

Form 1040 (2009)

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TO: 8602411795

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Overview of Latest Extension Benefits

http://www.mass.gov/?pageID=cwterminals&amp;L=4&amp;LU=HOME&amp;L1=...

The Official Website of the Executive Office of Labor and Workforce Development (EOLWD)



Home &gt; Claimants &gt; Unemployment Insurance (UI) &gt; Information on Unemployment Insurance Extensions &gt;

**Overview of Latest Extension Benefits**

Updated December 23, 2010.

**Overview****RELATED LINKS**

Federal Stimulus Benefits

On December 17, 2010, President Obama signed legislation extending the Emergency Unemployment Compensation (EUC) - and federal-state Extended Benefits (EB) programs through January 3, 2012. The bill will extend the deadline by which claimants can apply for EUC and EB benefits but does not add any *new* weeks of benefits.

The Massachusetts economy has been steadily improving and the 3-month average "unemployment rate" has dropped significantly. Massachusetts will therefore no longer be eligible for the final EUC Tier IV. The maximum potential weeks of benefits will drop from 99 to 93 weeks. Claimants exhausting Tier III of EUC after the week ending December 18, 2010 will not be eligible for Tier IV benefits but can apply for the Extended Benefits (EB) program.

**Weekly Payments:** The DUA system is now ready to process weekly claims for this latest EUC extension. Claimants who have continued to certify for weekly benefits should not experience an interruption in their UI benefit payments. A small number of eligible claimants, including those who have not continued certifying for weekly benefits, may require minor adjustments to their account, and will be notified by mail and/or automated phone calls on what action to take. We advise claimants to check our website for updates and send us an email if they have a question.

The chart and frequently asked questions below provide more information about the various benefit programs, benefit tiers, application deadlines and expiration dates affected by this legislation.

Program	Number of Weeks	Program End Date or Application Deadline	Last Payable Week
Emergency Unemployment Compensation (EUC) Tier I	Up to 20 weeks	Must exhaust UI on or before 12/24/11 Last effective date for Tier I is 12/25/11	06/09/12
Emergency Unemployment Compensation (EUC) Tier II	Up to 14 weeks	Must exhaust Tier I on or before the w/e 12/31/11	06/09/12
Emergency Unemployment Compensation (EUC) Tier III	Up to 13 weeks	Must exhaust Tier II on or before the w/e 12/31/11	06/09/12
Emergency Unemployment Compensation (EUC) Tier IV (is no longer available in Massachusetts)	Up to 6 weeks	Tier IV is triggering off in MA as of the w/e 12/18/10 Tier III must have completely exhausted by 12/18/10	
Federal-State Extended Benefits (EB)	Up to 20 weeks	Last effective date to file for EB is 01/22/12 Must exhaust all rights to EUC Tiers I, II, III (and IV) - must still be triggered	01/28/12
Federal Additional Compensation (FAC) - This program has ended.	Additional \$25.06 per week	Claim must have an effective date of 05/23/10 or earlier	12/11/10

**Part-Time Work**

The legislation included provisions that allow individuals who accept part-time or temporary work while claiming benefits to continue receiving extended benefits under certain circumstances even when they qualify for a new Unemployment Insurance claim based on their part-time or temporary work.

This legislation applies to claimants who meet the following requirements:



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Overview of Latest Extension Benefits

<http://www.mass.gov/pagell=cwterminal&L=4&U=HOME&L1=...>

dcp43

- having a new claim with benefits based on a period of 27 weeks from the previous claim; and
- whose benefit year ends on or after July 24, 2010. This legislation is not retroactive for claimants whose benefit year ends before July 24, 2010.

#### Definitions of EUC and EB

The Federal Emergency Unemployment Compensation (EUC) program offers separate benefit tiers to claimants who have exhausted their regular unemployment insurance benefits.

Extended Benefits - A supplemental program that pays extended compensation, during a period of specified high unemployment.

#### Frequently Asked Questions

##### 1. I was just approved for regular unemployment benefits. How many weeks will I be eligible to collect?

The maximum potential weeks of benefits is now 93 weeks (26 weeks of regular state benefits, 47 weeks of Emergency Unemployment Compensation (EUC) and 20 weeks of Extended Benefits) as Massachusetts is no longer allowed to offer the final 6-week Tier IV of the federal Emergency Unemployment Compensation benefit program. Please note that not all claimants are eligible to collect the maximum potential weeks of benefits.

##### 2. What happens after I exhaust Tier III benefits after the week ending December 18, 2010?

Under EUC law, Massachusetts has "triggered off" Tier IV benefits the week ending December 18, 2010 due to the improving local economy and the corresponding drop in our "unemployment rate" (see #3 below for explanation). As a result, you will not be able to move beyond Tier III as Tier IV is no longer available in Massachusetts. However, you may be eligible to apply for up to 20 weeks of benefits available from the Extended Benefit program. Please be aware that the Commonwealth of Massachusetts and partner organizations offer a wide variety of services - from basic needs, health care, counseling, employment and training assistance and more - to assist individuals who have exhausted or will soon exhaust their unemployment insurance claim. Learn more about [Assistance Programs](#).

##### 3. Why did EUC Tier IV expire in Massachusetts?

States with a 3-month seasonally adjusted total unemployment rate of at least 8.5% are eligible for up to 6 additional weeks of Tier IV benefits. The Massachusetts seasonally adjusted total unemployment rate for August, September, and October 2010 were 8.8%, 8.4%, and 8.1% respectively. The three-month seasonally adjusted total unemployment rate for those three months in Massachusetts was 8.4%. Hence, the condition for Tier IV benefits is no longer met effective the week ending December 18, 2010.

##### 4. I am currently receiving Tier IV benefits. Now that Tier 4 has expired in Massachusetts, will I be able to continue receiving these benefits?

If you're receiving EUC Tier IV benefits as of the week ending December 18, 2010, you will be able to collect the balance in your Tier IV account. You may then apply for federal-state Extended Benefits (EB).

##### 5. I have exhausted EUC Tier IV and federal-state Extended Benefits (EB) - what other benefits or options are available to me?

Unfortunately, there are no additional benefits available to claimants who have exhausted all EUC tiers and EB benefits. Please be aware that the Commonwealth of Massachusetts and partner organizations offer a wide variety of services - from basic needs, health care, counseling, employment and training assistance and more - to assist individuals who have exhausted or will soon exhaust their unemployment insurance claim. Learn more about [Assistance Programs](#).

##### 6. How can I tell which EUC tier I'm on and whether I'm eligible for an additional tier?

Please call our TeleClaims Center at 617-626-6800 or 1-877-626-6800 (from area codes 351, 413, 508, 774, and 978) to find out which tier of benefits you're currently on. If you have a remaining balance in your account, you should continue to claim weekly benefits. We will notify you when you are eligible for the next tier of benefits and when you exhaust your benefits.

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## Transaction History

### Disclaimer

The transactions and balances shown below may differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments, purchases or charges. This report is for information only.

#### Account Title/Address:

TODD SILBER  
73 FARNHAM RD

SOUTH WINDSOR, CT 06074

#### Customer Name:

TODD SILBER

Acct #: 8443

Acct Type: WEBSTER VALUE CHECKING

Balance: \$1,780.56

Total Available Balance: \$1,780.56

Last Statement Date: 12/20/2010

#### History search parameters

Transaction

Amount

Date

Type: DDA Transactions

From:

From: 10/21/2010

To:

To: 12/20/2010

#### Pending Transactions

Post Date	Transaction Type	Description	Check #	Amount/Rate
-----------	------------------	-------------	---------	-------------

#### Posted Transactions

Post Date	Transaction Type	Description	Check #	Amount/Rate	Resulting Balance
12/20/2010	CK CRD SIGNATURE PURCH	THE BATTLE STANDAR 00000143344	0000000000	12.72	\$1,265.14
12/20/2010	CK CRD PIN PURCHASE	STOP & SHOP #699STOP & SH 001	0000000000	19.14	\$1,277.06
12/20/2010	CK CRD SIGNATURE PURCH	TGT*TARGET.COM	0000000000	92.73	\$1,297.00
12/17/2010	CK CRD PIN PURCHASE	TARGET T1249 MANCHESTETAR 4900	0000000000	33.16	\$1,389.73
12/17/2010	CK CRD PIN PURCHASE	BJ'S WHOLESALE C 1046 BJ' IN33	0000000000	42.39	\$1,422.89
12/16/2010	CK CRD PIN PURCHASE	USPS0823460128/1865 MAUSP 0168	0000000000	18.44	\$1,465.28
12/16/2010	CK CRD SIGNATURE PURCH	BJ'S FUEL #9184 78446243344357	0000000000	50.05	\$1,483.72
12/16/2010	CK CRD PIN PURCHASE	TOYS R USTOYS R US 97595943344	0000000000	50.73	\$1,533.77
12/16/2010	ONLINE TRNSF-IMMEDIATE	TFR TO CK 0018870396	0000000000	41.00	\$1,584.50
12/14/2010	ACH DEPOSIT	MASS DUA UI BENEFIT 13	0000000000	579.00	\$1,625.50
12/13/2010	CK CRD PIN PURCHASE	GEISSLER'S SUPER MARKEGEI 5346	0000000000	19.92	\$946.50
12/13/2010	CK CRD PIN PURCHASE	STOP & SHOP #699STOP & SH 001	0000000000	99.47	\$966.42
12/10/2010	CK CRD SIGNATURE PURCH	QUICK STOP CONVENI	0000000000	47.91	\$1,065.89
12/10/2010	CK CRD PIN PURCHASE	USPS0823460128/1865 MAUSP 0168	0000000000	55.64	\$1,113.80
12/09/2010	CK CRD PIN PURCHASE	STOP & SHOP #699STOP & SH 001	0000000000	9.57	\$1,169.44
12/09/2010	CK CRD SIGNATURE PURCH	LEGO SHOP AT HOME	0000000000	891.95	\$1,179.01
12/07/2010	ACH DEPOSIT	MASS DUA UI BENEFIT 13	0000000000	679.00	\$2,070.96
12/06/2010	CK CRD SIGNATURE PURCH	GODADDY.COM 283000433443576561	0000000000	38.98	\$1,391.96
12/06/2010	CK CRD SIGNATURE PURCH	THE BATTLE STANDAR 00000143344	0000000000	63.04	\$1,430.94
12/06/2010	CK CRD PIN PURCHASE	STOP & SHOP #699STOP & SH 001	0000000000	72.42	\$1,493.98
12/06/2010	CK CRD PIN PURCHASE	GAMESTOP #612 1500 PLEGAM IN33	0000000000	85.98	\$1,566.40

Printed on 12/22/2010 at 13:06:14

104630 00193 BR South Windsor, CT

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01/03/11 12:50:32

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WebsterBank

8843

## Transaction History Continuation

## Transaction History Continuation

### Disclaimer

The transactions and balances shown below may differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments, purchases or charges. This report is for information only.

TODD SILBER

ACCT # 443

WEBSTER VALUE CHECKING

### Results

Post Date	Transaction Type	Description	Check #	Amount/Rate	Resulting Balance
12/06/2010	CK CRD SIGNATURE PURCH	STARWARS/LUCASARTS	0000000000	133.67	\$1,652.38
12/03/2010	POD INCLEARING CHECKS	PAID CHECK	0000001030	160.00	\$1,786.05
12/02/2010	ACH WITHDRAWAL	YANKEE GAS CHECKPAYMT 10	0000001029	75.02	\$1,946.05
12/02/2010	ACH WITHDRAWAL	CL&P CHECKPAYMT 10	0000001028	165.51	\$2,021.07
12/02/2010	POD INCLEARING CHECKS	PAID CHECK	0000001027	209.27	\$2,186.50
12/02/2010	CK CRD PIN PURCHASE	EXXONMOBIL POSEXXONMOBIL Q739	0000000000	56.72	\$2,395.85
11/30/2010	ACH DEPOSIT	MASS DUA UI BENEFIT 13	0000000000	679.00	\$2,452.57
11/30/2010	DEPOSIT	DEPOSIT	0000000000	900.00	\$1,773.57
11/29/2010	CK CRD PIN PURCHASE	BJ'S WHOLESALE C 1046 BJ' IN30	0000000000	251.29	\$873.57
11/26/2010	CK CRD PIN PURCHASE	TARGET T1249 MANCHESTETAR 4900	0000000000	85.91	\$1,124.86
11/26/2010	CK CRD SIGNATURE PURCH	EBAY INC.	0000000000	97.07	\$1,210.77
11/26/2010	CK CRD PIN PURCH RET	TARGET T1249 MANCHESTETAR 4901	0000000000	84.78	\$1,307.84
11/24/2010	CK CRD SIGNATURE PURCH	SHEETZ 005	0000000000	32.92	\$1,223.06
11/24/2010	CK CRD PIN PURCHASE	SHELL Service StationsSHEL 4714	0000000000	39.29	\$1,255.98
11/24/2010	CK CRD PIN PURCHASE	BIG Y 60 EAST WINDBIG Y 6 6014	0000000000	59.89	\$1,295.27
11/24/2010	CK CRD PIN PURCHASE	TARGET T1249 MANCHESTETAR 4900	0000000000	153.66	\$1,355.16
11/24/2010	CK CRD PIN PURCHASE	TARGET T1249 MANCHESTETAR 4900	0000000000	207.91	\$1,508.82
11/23/2010	CK CRD PIN PURCHASE	COCKERHAM FDMT 6COCKERHAM 8574	0000000000	31.08	\$1,716.73
11/23/2010	CK CRD SIGNATURE PURCH	HOMWOOD SUITES SA 01000143344	0000000000	99.24	\$1,747.81
11/23/2010	ACH DEPOSIT	MASS DUA UI BENEFIT 13	0000000000	679.00	\$1,847.05
11/22/2010	CK CRD PIN PURCHASE	EXXONMOBIL POSEXXONMOBIL MST4	0000000000	41.87	\$1,168.05
11/22/2010	CK CRD PIN PURCHASE	CHEVRON/KANGAROO EXPRECHE IN30	0000000000	42.66	\$1,209.92
11/22/2010	CK CRD PIN PURCHASE	SHELL Service StationsSHEL 5137	0000000000	53.91	\$1,252.58
11/22/2010	CK CRD SIGNATURE PURCH	MARATHON OIL 00582 09	0000000000	57.88	\$1,306.49
11/22/2010	CK CRD SIGNATURE PURCH	HOMWOOD SUITES SA 01000143344	0000000000	99.35	\$1,364.37
11/19/2010	IOD INTEREST PAID	IOD INTEREST PAID	0000000000	0.07	\$1,463.72
11/19/2010	ACH WITHDRAWAL	PROG DIRECT INS INS PREM 66	0000000000	71.00	\$1,463.65
11/16/2010	CK CRD SIGNATURE PURCH	HOMWOOD SUITES SA 01000143344	0000000000	99.24	\$1,534.65
11/16/2010	ACH DEPOSIT	MASS DUA UI BENEFIT 12	0000000000	679.00	\$1,633.89
11/15/2010	CK CRD SIGNATURE PURCH	EXXONMOBIL OQY	0000000000	35.82	\$954.89
11/15/2010	CK CRD SIGNATURE PURCH	DODGES STORE NUMBE 24032043344	0000000000	55.47	\$990.71
11/15/2010	CK CRD SIGNATURE PURCH	HOMWOOD SUITES SA 01000143344	0000000000	99.24	\$1,046.18

Printed on 12/22/2010 at 13:06:14

104634 00193 BR South Windsor, CT

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JAN-3-2011 12:23 FROM: SOUTH WINDSOR PUBLIC 8606447645

TO: 8602411795

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## Transaction History Continuation

### Disclaimer

The transactions and balances shown below may differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments, purchases or charges. This report is for information only.

TODD SILBER

ACCT # 4443

WEBSTER VALUE CHECKING

### Results

Post Date	Transaction Type	Description	Check #	Amount/Rate	Resulting Balance
11/12/2010	CK CRD PIN PURCHASE	WESTINGHOUSE BLVD BPWESTI 3531	0000000000	21.47	\$1,145.42
11/12/2010	CK CRD SIGNATURE PURCH	EXXONMOBIL TC3	0000000000	29.15	\$1,166.89
11/10/2010	CK CRD SIGNATURE PURCH	DUNKIN #308834	0000000000	11.59	\$1,196.04
11/10/2010	CK CRD PIN PURCHASE	EXXONMOBIL POSEXXONMOBIL YAT7	0000000000	42.38	\$1,207.63
11/10/2010	CK CRD PIN PURCHASE	HESS 38415HESS 38415 162701433	0000000000	43.07	\$1,250.01
11/10/2010	CK CRD SIGNATURE PURCH	FAS 316 MART 1	0000000000	49.79	\$1,293.08
11/09/2010	ACH DEPOSIT	MASS DUA UI BENEFIT 12	0000000000	579.00	\$1,342.87
11/08/2010	CK CRD PIN PURCHASE	EXXONMOBIL POSEXXONMOBIL L4L1	0000000000	14.98	\$663.87
11/08/2010	CK CRD PIN PURCHASE	STOP & SHOP #699STOP & SH 001	0000000000	21.65	\$678.85
11/08/2010	CK CRD PIN PURCHASE	AMERICAN EAGLEAMERICAN EA 6300	0000000000	37.12	\$700.50
11/08/2010	CK CRD PIN PURCHASE	BJ'S WHOLESALE C 1046 BJ' IN30	0000000000	232.31	\$737.62
11/05/2010	CK CRD SIGNATURE PURCH	GODADDY.COM 283000433443576561	0000000000	38.98	\$969.93
11/05/2010	CK CRD SIGNATURE PURCH	TANDY LEATHER 105	0000000000	89.02	\$1,008.91
11/05/2010	CK CRD SIGNATURE PURCH	MIDFORD MOTORS 000001433443576	0000000000	380.75	\$1,097.93
11/04/2010	CK CRD SIGNATURE PURCH	MAXUM FUEL 0000014334435765615	0000000000	23.08	\$1,378.68
11/02/2010	ACH WITHDRAWAL	YANKEE GAS CHECKPAYMT 10	0000001025	36.14	\$1,401.76
11/02/2010	ACH WITHDRAWAL	CL&P CHECKPAYMT 10	0000001034	151.40	\$1,437.90
11/02/2010	POD INCLEARING CHECKS	PAID CHECK	0000001026	209.27	\$1,589.30
11/02/2010	POD INCLEARING CHECKS	PAID CHECK	0000001023	955.40	\$1,798.57
11/02/2010	ACH DEPOSIT	MASS DUA UI BENEFIT 12	0000000000	579.00	\$2,753.97
11/01/2010	CK CRD PIN PURCHASE	STOP & SHOP #699STOP & SH 001	0000000000	23.36	\$2,074.97
11/01/2010	CK CRD PIN PURCHASE	BJ'S WHOLESALE C 1046 BJ' IN30	0000000000	49.56	\$2,098.33
11/01/2010	CK CRD PIN PURCHASE	BJ'S WHOLESALE C 1046 BJ' IN30	0000000000	113.69	\$2,147.09
10/26/2010	ACH DEPOSIT	MASS DUA UI BENEFIT 12	0000000000	579.00	\$2,261.58
10/25/2010	CK CRD SIGNATURE PURCH	QUICK STOP CONVENI	0000000000	54.62	\$1,582.58
10/25/2010	CK CRD SIGNATURE PURCH	EDAY INC.	0000000000	121.09	\$1,437.20
10/21/2010	CK CRD SIGNATURE PURCH	AMAZON MKTPLACE PM	0000000000	28.08	\$1,758.29

End of Report

Printed on 12/22/2010 at 13:06:14

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OTSS00703 05/10

JAN-3-2011 12:24 FROM:SOUTH WINDSOR PUBLIC 8606447645

TO:8602411795

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## Transaction History

### Disclaimer

The transactions and balances shown below may differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments, purchases or charges. This report is for information only.

#### Account Title/Address:

TODD SILBER  
 73 FARNHAM RD

SOUTH WINDSOR, CT 06074

#### Customer Name:

TODD SILBER

Acct #: 0396

Acct Type: WEBSTER VALUE CHECKING

Balance: \$16.30

Total Available Balance: \$1,796.86

Last Statement Date: 12/20/2010

#### History search parameters

##### Transaction

##### Amount

##### Date

Type: All Items

From:

From: 10/21/2010

To:

To: 12/22/2010

#### Pending Transactions

Post Date	Transaction Type	Description	Check #	Amount/Rate
12/22/2010	CK CRD SIGNATURE AUTH	DUNKIN #308834 EE410Q 097821 4	0000000000	5.24

#### Posted Transactions

Post Date	Transaction Type	Description	Check #	Amount/Rate	Resulting Balance
12/21/2010	ONLINE TRNSF-IMMEDIATE	TFR FR CK 0019654443	0000000000	25.00	\$21.54
12/20/2010	SERVICE CHARGE	SERVICE CHARGE	0000000000	8.95	\$-3.46
12/16/2010	ONLINE TRNSF-IMMEDIATE	TFR FR CK 0019654443	0000000000	41.00	\$5.49
12/15/2010	CK CRD PIN PURCHASE	BJ'S WHOLESALE C 1046 BJ' IN39	0000000000	4.23	\$-35.51
12/15/2010	CK CRD PIN PURCHASE	BJ'S WHOLESALE C 1046 BJ' IN30	0000000000	67.00	\$-31.28
12/08/2010	CK CRD SIGNATURE PURCH	BARNES & NOBLE #21 72863143344	0000000000	64.95	\$35.72

End of Report

Printed on 12/22/2010 at 13:07:26

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OTSS00703 08/10

Identifier: 8843 Doc Type: WOUT  
01/03/11 12:52:26

REMOTE ID->

JAN-3-2011 12:24 FROM: SOUTH WINDSOR PUBLIC 8606447645

Imprint ID

TO: 8602411795

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Please detach this stub and return it with your check made payable to CL&P. Save a stamp by paying online at [www.clp.com](http://www.clp.com). Please consider adding a \$1 for Operation Fuel to your payment.



**Connecticut  
Light & Power**

The Northeast Utilities System

Account Number  
[REDACTED] 9035

Statement date  
Dec 6, 2010

Total amount now due  
\$185.69

Amount Enclosed

The "Total amount now due" must be received by Jan 3, 2011  
to avoid a 1.00 % late payment charge.



MALINDA L. JOHNSTON  
73 FARNHAM RD  
SOUTH WINDSOR CT 06074-1115

Connecticut Light & Power  
PO Box 150493  
Hartford, CT 06115-0493

403533 0000185699 0000185699



JAN-3-2011 12:24 FROM: SOUTH WINDSOR PUBLIC 8606447645

TO: 8602411795

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Contributors Letter

To Whom it may concern

To Whom it may concern,



Starting Jan 1<sup>st</sup> 2011, I, Malinda Johnston, will be contributing \$600 a month towards bills/mortgage. As of this time it will be a month to month basis. Earlier this year we had a Lease agreement that was terminated because Mr. Silber was still in foreclosure and under the threat of losing his house.

I FULLY INTENT TO STAY HERE AS LONG AS MR. SILBER REMAINS THE OWNER OF THE HOUSE!! But until all foreclosure, mediation, and law suits are over and done with or finalized there will be no new lease agreement, only a month to month verbal agreement. AGAIN, so there is no MISUNDERSTANDING, I plan on living at 73 Farnham rd, South Windsor ct. 06074, WITH Todd Silber, as long as he owns the house With a monthly contribution of \$600.

Malinda L Johnston  
 12/24/2010

JAN-3-2011 12:24 FROM: SOUTH WINDSOR PUBLIC 8606447645

TO: 8602411795

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# FINANCIAL ANALYSIS FORM

Account Number

8893

BORROWER		CO-BORROWER	
Borrower's Name <i>Todd Silber</i>		Co-Borrower's Name	
Street Number <i>2236</i>	Date of Birth <i>8-13-76</i>	Social Security Number	Date of Birth
Home Phone Number With Area Code		Home Phone Number With Area Code	
Cell or Work Number With Area Code <i>860-922-4156</i>		Cell or Work Number With Area Code	
Email Address <i>Silber-Spader@yahoo.com</i>		Email Address	
Mailing Address <i>73 Farman Rd. South Windsor CT 06074</i>			
Property Address (If Same As Mailing Address, Write Same) <i>SAME</i>			
I want to: <input checked="" type="checkbox"/> Keep the Property <input type="checkbox"/> Sell the Property		The property is my: <input checked="" type="checkbox"/> Primary Residence <input type="checkbox"/> Second Home <input type="checkbox"/> Investment	
The property is: <input checked="" type="checkbox"/> Owner Occupied <input type="checkbox"/> Renter occupied <input type="checkbox"/> Vacant If Owner Occupied, include a recent utility bill in your name at the property address. If Renter Occupied, include a copy of the current lease agreement.			
Is the property listed for sale? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No For Sale by Owner? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Agent's Name: _____ Agent's Phone Number: _____ Have you received an offer on the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Date of offer: _____ Amount of Offer \$: _____		Have you contacted a credit-counseling agency for help? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please complete counselor contact information below. Counselor's Name: _____ Counselor's Phone Number: _____ Counselor's Email: _____	
Who pays the Real Estate Tax bill on your property? Are the taxes current? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Condominium or HOA Fee <input type="checkbox"/> Yes \$ _____ <input checked="" type="checkbox"/> No Paid to: <i>ESCORO</i>		Who pays the hazard insurance policy for your property? Is the policy current? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Number of People in the Household <i>(4)</i>			
Have you filed for bankruptcy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 13 Filing Date: _____ Has your bankruptcy been discharged? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Bankruptcy Case Number: _____			
If there are additional Liens/Mortgages or Judgments on this property, please name the person(s), company or firm and their telephone numbers.			
Lien Holder's Name/Service		Balance Contact Number Loan Number	
<i>N/A</i>			

## INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the federal government in order to monitor compliance with federal statutes that prohibit discrimination in housing. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender or servicer may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, the lender or servicer is required to note the information on the basis of visual observation or surname if you have made this request for a loan modification in person. If you do not wish to furnish the information, please check the box below.

BORROWER	CO-BORROWER
<input checked="" type="checkbox"/> I do not wish to furnish this information <input type="checkbox"/> Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino <input type="checkbox"/> Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White <input type="checkbox"/> Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male	<input type="checkbox"/> I do not wish to furnish this information <input type="checkbox"/> Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino <input type="checkbox"/> Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White <input type="checkbox"/> Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male



**Exhibit M**

# GMAC Mortgage

PO Box 780  
Waterloo, IA 50704-0780

February 23, 2012

00214

TODD SILBER  
73 FARNHAM ROAD  
SOUTH WINDSOR CT 06074

Property Address:

73 FARNHAM ROAD  
SOUTH WINDSOR CT 06074

Account Number 8843

Dear TODD SILBER:

We understand how difficult it may be to ask for help when you need it the most.

The best way to find out what options are available is to help us understand your financial situation by completing the attached application package, including all the required documentation. Upon receipt of the documentation we will assign a relationship manager to assist you throughout the process.

As an alternative, if you are experiencing any difficulty completing the full package you may complete this form by checking all of the appropriate boxes to the right. This will help us identify potential programs available to meet your needs. Once we have received this information, we will assign a Relationship Manager to personally help you through this process.

Once your relationship manager is assigned they will stay with you throughout the process and assist with all documentation needs as well as explain every step of the process.

We look forward to working through this with you.

Thank you.

Loan Servicing

Please check the box that best describes your situation.

I want to:

Keep the property ☒  
Sell the property ☐

This home is:

Where I live ☒  
Second Home ☐  
Investment Property ☐

I, or a member of my family is or has been on active duty with our military ☐

You may be eligible for benefits and protection under the Servicemembers Civil Relief Act (SCRA)

I need help because I have/am...

A loss of income ☒  
Increase in expenses ☐  
Can't sell/rent my home ☐  
Marital problems ☐  
Unemployed ☐  
Incarceration ☐  
Damage to the home due to hurricane, flood, earthquake, etc ☐  
Death or illness of family member ☐  
Other ☒

Fax this letter with your documentation attached to 1-866-709-4744 -or- Mail to: Loss Mitigation, 233 Gibraltar Rd., Suite 600, Horsham PA 19044

What is the best number/time to reach you? ( 860 ) 922 4156

00214

**Consider all options.** We will explore all options to help you keep your home. If you do not wish to stay in your home, we can help make your transition to a new home easier. Following is a brief description of available options:

- **Repayment Plan:** If you have experienced a temporary loss of income or increase in expenses but can now afford to make higher payments, we may be able to develop a repayment plan.
- **HAMP Modification:** This is an important Federal Program designed to assist you in obtaining an affordable mortgage payment. We will review your monthly income and housing costs – including any past due payments – and determine an affordable mortgage payment.
- **Other Loan Modifications:** If you are not able to make higher monthly payments but can still afford your current mortgage payment, we may be able to modify your loan.
- **Short Sale:** If the value of your home has declined, you may be able to sell it for less than the full amount due and eliminate your mortgage.
- **Deed in Lieu of Foreclosure:** If you have tried to sell your property for 90 days, you may be able to voluntarily return the deed to GMAC Mortgage to satisfy your debt and avoid foreclosure.

**Notice Regarding Foreclosure Scams:**

- There is never a fee to participate in or learn more about our Modification Programs. To locate a HUD-approved counselor, visit: <http://www.hud.gov/offices/hsg/sfh/hcc/fo/>
- Beware of any person or organization that asks you to pay a fee in exchange for housing counseling services or modification of a delinquent loan.
- Beware of anyone who says they can "save" your home if you sign or transfer over the deed to your house. Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt.
- Never make your mortgage payments to anyone other than your mortgage company without their approval.

**Please Note:**

Documentation must be received 7 days prior to the scheduled foreclosure sale date. If your property is in the state of Florida, a complete package must be received 30 business days prior to the scheduled foreclosure sale date.



FAX COVER SHEET (This page should be returned to us with your **completed** financial analysis form)  
\*\*PLEASE INCLUDE THE ACCOUNT NUMBER ON EVERY PAGE OF YOUR RETURNED PACKAGE\*\*

To: Loss Mitigation	Account Number(s): 8843
From: <u>Todd Silber</u>	or mail to: <b>Loss Mitigation</b>
Fax to: 1-866-709-4744	<b>233 Gibraltar Road Suite 600</b>
Fax to: 1-866-709-4744	or mail to: <b>Loss Mitigation</b>
	<b>233 Gibraltar Road Suite 600</b>
	<b>Horsham PA 19044</b>

ALL of the following information must be completed and returned to determine eligibility:

- ☐ Financial Analysis Form/Information for Government Monitoring Purposes
- ☐ A signed and dated Dodd-Frank Certification
- ☐ A signed and dated Acknowledgement and Agreement
- ☐ A signed and dated IRS Form 4506T-EZ (Request for Transcript of Tax Return). Borrowers who filed their tax returns jointly may send in one IRS Form 4506T-EZ signed and dated by both the joint filers. This form is required even if you have not filed or are not required to file tax returns.
- ☐ Documentation confirming occupancy – for example, a recent utility bill in your name at the property address.
- ☐ Documentation verifying expenses for Homeowners or Condominium Association Dues for condominiums and Co Ops. (if applicable)
- ☐ Documentation to verify all of the income of each borrower. Please see the chart below for the type of documentation required for each type of income.

TYPE OF INCOME	DOCUMENTATION REQUIRED
Paid by an employer or short term disability <i>N/A</i>	<input type="checkbox"/> Copy of two most recent pay stubs from your employer including year to date information. Pay stubs cannot be more than 90 days old.
Self employed or receive a 1099 form	<input checked="" type="checkbox"/> Copy of most recent quarterly or year-to-date Profit and Loss statement See Exhibit A for a sample of a 3 Month Self Employment Income Statement (Profit and Loss Form) <b>AND</b> <input checked="" type="checkbox"/> Copies of two most recent bank statements. Bank statements cannot be over 90 days old. <b>AND</b> <input checked="" type="checkbox"/> Copy of the most recent federal tax return with all schedules, including Schedule E-Supplemental Income and Loss.
Child support or alimony* <i>N/A</i>	<input type="checkbox"/> Copy of divorce decree, separation agreement, or other legal written agreement filed with the court that shows the amount of the award and period of time over which it will be received <b>AND</b> <input type="checkbox"/> Copies of two most recent bank statements verifying deposit amounts or other documentation (i.e. 2 copies of checks) showing receipt of child support or alimony. Bank statements cannot be over 90 days old.
Social Security, disability, death benefits, or pension <i>N/A</i>	<input type="checkbox"/> Copy of benefits statement or letter from the provider that states the amount and frequency of the benefit. <b>AND</b> <input type="checkbox"/> Copies of two most recent bank statements verifying deposit amounts or other documentation (i.e. 2 copies of checks) showing receipt of benefit income. Bank statements cannot be over 90 days old.
Other earned income (i.e. bonus, commission, housing allowance, and/or tips) <i>N/A</i>	<input type="checkbox"/> Copy of third party documentation describing the nature of the income (i.e. an employment contract and/or printouts documenting tips) and indicating the income is not a one time payout.
Rental income from an investment property <i>N/A</i>	<input type="checkbox"/> Copy of the most recent federal tax return with all schedules, including Schedule E-Supplemental Income and Loss. <b>AND</b> <input type="checkbox"/> Current lease agreement for the subject property. <b>AND</b> <input type="checkbox"/> Copies of two most recent bank statements verifying deposit amounts or other documentation (i.e. 2 copies of checks) showing receipt of income. Bank statements cannot be over 90 days old. See Exhibit B for a sample of an Investment Property Schedule.
Rental income from room rental of the primary residence <i>N/A</i>	<input type="checkbox"/> Copy of current lease agreement. <b>AND</b> <input type="checkbox"/> Copies of two most recent bank statements verifying deposit amounts or other documentation (i.e. 2 copies of checks) showing receipt of income. Bank statements cannot be over 90 days old.
Unemployment <i>N/A</i>	<input type="checkbox"/> Copy of a benefits statement or letter from the provider that states the amount, frequency, and duration of the benefit. Benefit must continue for at least 9 months to be considered. <b>AND</b> <input type="checkbox"/> Documentation must show receipt unemployment benefits have begun or will begin within 60 days.
Other income (investment, interest, dividends, etc.)	<input type="checkbox"/> Copies of two most recent bank statements verifying deposit amounts or other documentation (i.e. 2 copies of checks) showing receipt of income. Bank statements cannot be over 90 days old.
Income not specified above	<input checked="" type="checkbox"/> Signed letter from the person(s) that contributes the income showing the amount and frequency of the income. <b>AND</b> <input type="checkbox"/> Copies of two most recent bank statements verifying deposit amounts or other documentation (i.e. 2 copies of checks) showing receipt of income. Bank statements cannot be over 90 days old.

\*You are not required to disclose Child Support, Alimony, or Separate Maintenance income, unless you choose to have it considered.

If you want to sell this property, please also include:

- ☐ Copy of the listing agreement
- ☐ Copy of the sales contract, if available
- ☐ Copy of the estimated Settlement Statement (HUD1), if available
- ☐ Signed Third Party Authorization Form



To ensure your request is processed without delay, it is important that you provide a complete application including all the supporting documentation and required signatures. You **MUST** sign the Acknowledgement and Agreement form. If you are unable to provide all the requested supporting documentation, please submit with the information you have available and we will provide a knowledgeable agent to assist you in compiling any missing documentation and guide you through the process.



**FINANCIAL ANALYSIS FORM**

Account Number **3843**

BORROWER		CO-BORROWER	
Borrower's Name <u>Todd Silber</u>		Co-Borrower's Name	
Social Security Number <u>[REDACTED]</u>	Date of Birth <u>[REDACTED]</u>	Social Security Number	Date of Birth
Home Phone Number With Area Code	Home Phone Number With Area Code	Social Security Number	Date of Birth
Cell or Work Number With Area Code <u>860-922-456</u>	Cell or Work Number With Area Code	Social Security Number	Date of Birth
Email Address <u>N/A</u>	Email Address	Social Security Number	Date of Birth
Mailing Address <u>73 Farnham Rd. South Windsor Ct. 06074</u>		Mailing Address	
Property Address (If Same As Mailing Address, Write Same) <u>Same</u>		Property Address (If Same As Mailing Address, Write Same)	
I want to: <input checked="" type="checkbox"/> Keep the Property <input type="checkbox"/> Sell the Property		The property is my: <input checked="" type="checkbox"/> Primary Residence <input type="checkbox"/> Second Home <input type="checkbox"/> Investment	
The property is: <input checked="" type="checkbox"/> Owner Occupied <input type="checkbox"/> Renter occupied <input type="checkbox"/> Vacant If Owner Occupied, include a recent utility bill in your name at the property address. If Renter Occupied, include a copy of the current lease agreement.			
Is the property listed for sale? <input type="checkbox"/> Yes <input type="checkbox"/> No Date listed: _____		Have you contacted a credit-counseling agency for help? <input type="checkbox"/> Yes <input type="checkbox"/> No	
For Sale by Owner? <input type="checkbox"/> Yes <input type="checkbox"/> No		If yes, please complete counselor contact information below.	
Agent's Name: _____		Counselor's Name: _____	
Agent's Phone Number: _____		Counselor's Phone Number: _____	
Have you received an offer on the property? <input type="checkbox"/> Yes <input type="checkbox"/> No		Counselor's Email: _____	
Date of offer _____ Amount of Offer \$ _____		Who pays the hazard insurance policy for your property? _____	
Who pays the Real Estate Tax bill on your property? <u>Escrow / 6 mths</u>		Is the policy current? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Are the taxes current? <input type="checkbox"/> Yes <input type="checkbox"/> No Condo or HOA Fee <input type="checkbox"/> Yes \$ _____ <input type="checkbox"/> No		Is the policy current? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Paid to: _____		Is the policy current? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address of paid to: _____		Is the policy current? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Number of People in the Household <u>4</u>		Number of People in the Household	
Have you filed for bankruptcy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes: <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 13 Filing Date: _____		Have you filed for bankruptcy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes: <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 13 Filing Date: _____	
Has your bankruptcy been discharged? <input type="checkbox"/> Yes <input type="checkbox"/> No Bankruptcy Case Number _____		Has your bankruptcy been discharged? <input type="checkbox"/> Yes <input type="checkbox"/> No Bankruptcy Case Number _____	
If there are additional Liens/Mortgages or Judgments on this property, please name the person(s), company or firm and their telephone numbers.			
Lien Holder's Name/Service		Balance Contact Number Loan Number	

**INFORMATION FOR GOVERNMENT MONITORING PURPOSES**

If applying for the Making Home Affordable Modification Program we encourage you to provide the following, however this is not a requirement of other modification programs. The law provides that a lender or servicer may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, the lender or servicer is required to note the information on the basis of visual observation or surname if you have made this request for a loan modification in person.

BORROWER	CO-BORROWER
<input checked="" type="checkbox"/> I do not wish to furnish this information	<input type="checkbox"/> I do not wish to furnish this information
Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino
Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White	Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White
Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male	Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male

**INFORMATION REGARDING MILITARY SERVICE MEMBERS**

Please check here if you or a family member is on active duty with our military. You may be eligible for benefits and protection under the Service members Civil Relief Act "SCRA".

☐

FINANCIAL ANALYSIS FORM (Continued)

Account Number 8843

INCOME/EXPENSES FOR HOUSEHOLD						
1 - Monthly Household Income			2 - Household Assets		3 - Monthly Household Expenses/Debt	
	Borrower 1	Borrower 2	Estimated Value of this property	\$ 220,000.00	First Mortgage Payment	\$ 1994.00
	<input type="checkbox"/> Employed	<input type="checkbox"/> Employed	Estimated Value of Other property	\$ 220,000.00	Alimony Payment	\$ 171.00
	<input type="checkbox"/> Unemployed	<input type="checkbox"/> Unemployed	Estimated Value of Other Real Estate Owned	\$	Alimony Payment	\$
Gross Salary/Wages	Income Frequency: <input type="checkbox"/> Annually <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Monthly <input type="checkbox"/> Bi-weekly <input type="checkbox"/> Weekly <input type="checkbox"/> 1 <sup>st</sup> & 15 <sup>th</sup> / 15 <sup>th</sup> & 30 <sup>th</sup> <input checked="" type="checkbox"/> Other	Income Frequency: <input type="checkbox"/> Annually <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Monthly <input type="checkbox"/> Bi-weekly <input type="checkbox"/> Weekly <input type="checkbox"/> 1 <sup>st</sup> & 15 <sup>th</sup> / 15 <sup>th</sup> & 30 <sup>th</sup> <input type="checkbox"/> Other	Checking Account(s) Balance	\$ 600.00	Child Support Payment	\$
Gross salary/wages = total monthly income before any tax withholding or employer deductions.	Employment Start Date:	Employment Start Date:	Saving Account(s)/Money Market Balance	\$ N/A	Dependent Care Payment	\$
			Life Insurance Cash Value	\$ N/A	Liens/Rents	\$
			IRA/Keogh Account(s) Balance	\$ N/A	Other Mortgages	\$
			401K/ESOP Account(s) Balance	\$ N/A	Personal Loans/Student Loans	\$
			Stocks/Bonds/CDs Balance	\$ N/A	Auto Loans/Lease	\$ 209.00 (9 months left)
Self-employed	\$	\$	Other Investments	\$ N/A	Auto Expenses	\$
Overtime	\$	\$			Auto Insurance	\$ 120.00
Child Support Income/Alimony Income*	\$	\$			Medical Expenses	\$
Social Security/SSDI	\$	\$			Medical Insurance	\$
Other monthly income from pensions, annuities or retirement plans	\$	\$			HOA/Condo Fees	\$
Tips, commissions, and/or bonus income	\$	\$			Credit Card(s) / Installment Loans	\$
Rental income from investment property	\$	\$			Food/Household Supplies	\$ 470.00
Rental income from room rent of primary residence	\$	\$			Spending Money	\$
Unemployment Income	\$	\$			Utilities/Water/Sewer/Phone(s)/Cable	\$ 300.00
Food Stamps/Welfare	\$	\$			Donations	\$
Other (investment, income, royalties, interest, dividends, etc.)	\$	\$			Property Taxes (if not escrowed and included in your current mortgage payment)	\$
					Insurance - Hazard, wind, flood etc (if not escrowed and included in your current mortgage payment)	\$
					Other	\$
Total Income (Gross)	\$	\$	Total Assets	\$	Total Debt/Expenses	\$ 3089.00

\*\*\*\* ALL INCOME MUST BE DOCUMENTED \*\*\*\*

Include combined expenses from the borrower and co-borrower (if any).

If you include income and expenses from a household member who is not a borrower, please specify using a separate page if necessary.

\*You are not required to disclose Child Support, Alimony or Separation Maintenance income, unless you choose to have it considered by your servicer.

If additional space is needed, please include an additional page.

HARDSHIP AFFIDAVIT

I am having difficulty making my monthly payment because of financial difficulties created by (Please check all that apply):

<input type="checkbox"/> Borrower Death	<input type="checkbox"/> Reduction of Income	<input type="checkbox"/> Military Service	<input type="checkbox"/> Payment Adjustment
<input type="checkbox"/> Illness of Borrower	<input type="checkbox"/> Excessive Financial Obligations (Examples may be large medical bills, credit card debt, or college tuition payments)	<input checked="" type="checkbox"/> Unemployment	<input type="checkbox"/> Ownership Transfer is Pending (If the home is in the process of being sold)
<input type="checkbox"/> Illness of Family Member	<input type="checkbox"/> Property Problem (Anything that may be defective about the property such as a costly repair that needs to be made)	<input type="checkbox"/> Business Failure (Examples would be loss of business income)	<input type="checkbox"/> Tenant not Paying
<input type="checkbox"/> Death of Family Member	<input type="checkbox"/> Inability to Sell Property	<input type="checkbox"/> Bankruptcy Filed	<input type="checkbox"/> Incarceration (Sentenced to a city, county, state, or federal jail)
<input type="checkbox"/> Marital Difficulties (Examples include going through a legal separation or filing for divorce)	<input type="checkbox"/> Inability to Rent Property	<input type="checkbox"/> Casualty Loss (Unexpected event such as hurricane, flood, or earthquake that damages the property)	

Other: GMAC wrongfully denied a modification back in 3/2010

Explanation (Required):

close to 50K in court fees, post fees and other

If additional space is needed for Explanation, please include an additional page.

Accumulated wrongfully.

Account Number 8843

**Dodd-Frank Certification**


The following information is requested by the federal government in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203). **You are required to furnish this information.** The law provides that no person shall be eligible to begin receiving assistance from the Making Home Affordable Program, authorized under the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5201 *et seq.*), or any other mortgage assistance program authorized or funded by that Act, if such person, in connection with a mortgage or real estate transaction, has been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud, or forgery, (B) money laundering or (C) tax evasion.

I/we certify under penalty of perjury that I/we have not been convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction:

- (a) felony larceny, theft, fraud, or forgery,
- (b) money laundering or
- (c) tax evasion.

I/we understand that the servicer, the U.S. Department of the Treasury, or their agents may investigate the accuracy of my statements by performing routine background checks, including automated searches of federal, state and county databases, to confirm that I/we have not been convicted of such crimes. I/we also understand that knowingly submitting false information may violate Federal law.

This Certificate is effective on the earlier of the date listed below or the date received by your servicer.

  
TODD SILBER

2/29/2012  
Date

\_\_\_\_\_  
Date



## ACKNOWLEDGEMENT AND AGREEMENT

Account Number 8843

In making this request for consideration to review my loan terms I/we certify under penalty of perjury:

1 That all of the information in this document is truthful and the event(s) identified is/are the reason that I/we need to request a modification of the terms of my/our

In making this request for consideration to review my loan terms I/we certify under penalty of perjury:

- 1 That all of the information in this document is truthful and the event(s) identified is/are the reason that I/we need to request a modification of the terms of my/our mortgage loan, short sale or deed-in-lieu of foreclosure.
- 2 I/we understand that the Servicer, the U.S. Department of the Treasury, owner or guarantor of my mortgage, or its agents may investigate the accuracy of my/our statements and/or may require me/us to provide supporting documentation. I/we also understand that knowingly submitting false information may violate Federal law.
- 3 I/we understand the Servicer will obtain a current credit report on all borrowers obligated on the Note.
- 4 I/we understand that if I/we have intentionally defaulted on my/our existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this document, the Servicer may cancel any Agreement under Making Home Affordable or any mortgage relief granted and may pursue foreclosure on my/our home.
- 5 I/we understand any fee to validate the value of the property will be assessed to the account.
- 6 I/we have not received a condemnation notice; and there has been no change in the ownership of the Property since I/we signed the documents for the mortgage that I/we want to modify.
- 7 I/we certify that I/we will obtain credit counseling if it is determined that my/our financial hardship is related to excessive debt. For purposes of the Making Home Affordable program, "excessive debt" means that my/our debt-to-income ratio after the modification would be greater than or equal to 55%.
- 8 If I am eligible for a trial period plan, repayment plan, or forbearance plan, and I accept and agree to all terms of such plan, I also agree that the terms of the Acknowledgment and Agreement are incorporated into such plan by reference as if set forth in such plan in full. My first timely payment following my Servicer's determination and notification of my eligibility or prequalification for a trial period plan, repayment plan, or forbearance plan (when applicable) will serve as acceptance of the terms set forth in the notice sent to me that sets forth the terms and conditions of the trial period plan, repayment plan, or forbearance plan.
- 9 I/we agree that when the Servicer accepts and posts a payment during the term of any repayment plan, trial period plan, or forbearance plan it will be without prejudice to, and will not be deemed a waiver of, the acceleration of my loan or foreclosure action and related activities and shall not constitute a cure of my default under my loan unless such payments are sufficient to completely cure my entire default under my loan.
- 10 I/we am willing to provide all requested documents and to respond to all Servicer questions in a timely manner.
- 11 I/we understand that the Servicer will use the information in this document to evaluate my/our eligibility for a loan modification or short sale or deed-in-lieu of foreclosure, but the Servicer is not obligated to offer me/us assistance based solely on the statements in this document.
- 12 I/we agree that any prior waiver as to payment of escrow items in connection with my/our loan has been revoked.
- 13 I/we agree to the establishment of an escrow account and the payment of escrow items if an escrow account never existed on the loan.
- 14 I/we understand that the Servicer will collect and record personal information, including, but not limited to, my/our name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. I/we understand and consent to the disclosure of my/our personal information and the terms of any Making Home Affordable Agreement by Servicer to (a) the U.S. Department of the Treasury, (b) Fannie Mae and Freddie Mac in connection with their responsibilities under the Homeowner Affordability and Stability Plan; (c) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my/our first lien or subordinate lien (if applicable) mortgage loan(s); (d) companies that perform support services in conjunction with Making Home Affordable; and (e) any HUD certified housing counselor.
- 15 I/we agree that to be considered for the Making Home Affordable program, or any other program, all required documentation must be received no later than 7 business days prior to the scheduled foreclosure sale date.
- 16 NOTICE TO TEXAS BORROWERS: If the loan you are requesting to modify is a Texas Home Equity Loan or Line of Credit, your loan does not qualify to be modified. However, please proceed with submitting your financial information so that we can examine your financial situation and determine if there is a repayment program available to you in order to prevent foreclosure.
- 17 I/we understand the Servicer will not refer the account to foreclosure or conduct the foreclosure sale if already referred, while it is being reviewed for the Making Home Affordable program unless required by your investor. The review will not begin until all required documentation is received.
- 18 I/we consent to being contacted concerning this request for mortgage assistance at any cellular or mobile telephone number I have provided to the Lender. This includes text messages and telephone calls to my cellular or mobile telephone.
- 19 ☒ My/Our property is owner occupied; I/we intend to reside in this property for the next twelve months.  
☐ My/Our property is not owner occupied.

**888-995-HOPE™**  
Homeowner's HOPE™ Hotline

Borrower Signature

Date

Co-Borrower Signature

Date



To ensure your request is processed without delay, it is important that you provide a complete application including all the supporting documentation and required signatures. You **MUST** sign the Acknowledgement and Agreement form. If you are unable to provide all the requested supporting documentation, please submit the application with the information you have available and we will provide a knowledgeable agent to assist you in compiling any missing documentation and guide you through the process.

If you have questions about this document or the modification process, please call us at the phone number listed on your monthly account statement. If you need further counseling, you can call the Homeowner's HOPE™ Hotline at 1-888-995-HOPE (4673). The Hotline can help with questions about the program and offers free HUD-certified counseling services in English and Spanish.

### NOTICE TO BORROWERS

Be advised that you are signing the following documents under penalty of perjury. Any misstatement of material fact made in the completion of these documents including but not limited to misstatement regarding your occupancy in your home, hardship circumstances, and/or income will subject you to potential criminal investigation and prosecution for the following crimes: perjury, false statements, mail fraud, and wire fraud. The information contained in these documents is subject to examination and verification. Any potential misrepresentation will be referred to the appropriate law enforcement authority for investigation and prosecution.

By signing the enclosed documents you certify, represent and agree that:

"Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the program, are true and correct."

If you are aware of fraud, waste, abuse, mismanagement or misrepresentations affiliated with the Troubled Asset Relief Program, please contact the SIGTARP Hotline by calling 1-877-SIG-2009 (toll-free), 202-622-4559 (fax), or www.sigtarp.gov. Mail can be sent to Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St. NW, Washington, DC 20220.







Form **4506T-EZ**

**Short Form Request for Individual Tax Return Transcript**

OMB No. 1545-2154

(October 2009)

Department of the Treasury  
Internal Revenue Service

Request may not be processed if the form is incomplete or illegible.

Internal Revenue Service

Tip: Use Form 4506T-EZ to order a 1040 series tax return transcript free of charge.

1a Name shown on tax return. If a joint return, enter the name shown first.

*Todd Silber*

1b First social security number on tax return

*2236*

2a If a joint return, enter spouse's name shown on tax return.

2b Second social security number if joint tax return

3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code

*73 Farham Rd. South Windsor Ct 06074*

4 Previous address shown on the last return filed if different from line 3

5 If the transcript is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. The IRS has no control over what the third party does with the tax information.

Third party name

GMAC Mortgage

Telephone number

1-800-766-4622

Address (including apt., room, or suite no.), city, state, and ZIP code

Attn: Loss Mitigation, 233 Gibraltar RD, Horsham, PA 19044

6 Year(s) requested. Enter the year(s) of the return transcript you are requesting (for example, "2009"). Most requests will be processed within 10 business days.

2010

2009

*2011*

Caution. If the transcript is being mailed to a third party, ensure that you have filled in line 6 before signing. Sign and date the form once you have filled in line 6. Completing these steps helps to protect your privacy.

Note. If the IRS is unable to locate a return that matches the taxpayer identity information provided above, or if IRS records indicate that the return has not been filed, the IRS may notify you or the third party that it was unable to locate a return, or that a return was not filed, whichever is applicable.

Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a. If the request applies to a joint return, either husband or wife must sign.

Note. This form must be received within 60 days of signature date.

Sign  
Here

Signature (see instructions)

Date

*2/29/12*

Telephone number of  
taxpayer on line 1a or 2a

*860-922-4156*

Spouse's signature

Date

For Privacy Act and Paperwork Reduction Act Notice, see page 2.

Cat. No. 541855

Form 4506T-EZ (10-2009)

**Purpose of form.** Individuals can use Form 4506T-EZ to request a tax return transcript that includes most lines of the original tax return. The tax return transcript will not show payments, penalty assessments, or adjustments made to the originally filed return. You can also designate a third party (such as a mortgage company) to receive a transcript on line 5. Form 4506T-EZ cannot be used by taxpayers who file Form 1040 based on a fiscal tax year (that is, a tax year beginning in one calendar year and ending in the following year). Taxpayers using a fiscal tax year must file Form 4506-T, Request for Transcript of Tax Return, to request a return transcript.

Use Form 4506-T to request the following.

- A transcript of a business return (including estate and trust returns).
- An account transcript (contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed).
- A record of account, which is a combination of line item information and later adjustments to the account.
- A verification of nonfiling, which is proof from the IRS that you did not file a return for the year.
- A Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript.

Form 4506-T can also be used for requesting tax return transcripts.

**Automated transcript request.** You can call 1-800-829-1040 to order a tax return transcript through the automated self-help system. You cannot have a transcript sent to a third party through the automated system.

**Where to file.** Mail or fax Form 4506T-EZ to the address below for the state you lived in when that return was filed.

If you are requesting more than one transcript or other product and the chart below shows two different RAIVS teams, send your request to the team based on the address of your most recent return.

## Where to mail . . .

**If you filed an individual return  
If you filed an individual return  
and lived in:**

Alabama, Delaware, Florida, Georgia, North Carolina, Rhode Island, South Carolina, Virginia

Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, or A.P.O. or F.P.O. address

Alaska, Arizona, California, Colorado, District of Columbia, Hawaii, Idaho, Iowa, Kansas, Maine, Maryland, Massachusetts, Minnesota, Montana, New Hampshire, New Mexico, New York, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Vermont, Washington, Wisconsin, Wyoming

Arkansas, Connecticut, Illinois, Indiana, Michigan, Missouri, New Jersey, Ohio, Pennsylvania, West Virginia

**Mail or fax to the  
"Internal Revenue  
Mail or fax to the  
"Internal Revenue  
Service" at:**

RAIVS Team  
P.O. Box 47-421  
Stop 91  
Doraville, GA 30362  
770-455-2335

RAIVS Team  
Stop 6716 AUSC  
Austin, TX 73301  
512-460-2272

RAIVS Team  
Stop 37106  
Fresno, CA 93888  
559-456-5876

RAIVS Team  
Stop 6705-B41  
Kansas City, MO  
64999  
816-292-6102

**Signature and date.** Form 4506T-EZ must be signed and dated by the taxpayer listed on line 1a or 2a. If you completed line 5 requesting the information be sent to a third party, the IRS must receive Form 4506T-EZ within 60 days of the date signed by the taxpayer or it will be rejected.

Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506T-EZ exactly as your name appeared on the original return. If you changed your 4506T-EZ exactly as your name appeared on the original return. If you changed your name, also sign your current name.

**Privacy Act and Paperwork Reduction Act Notice.** We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. Sections 6103 and 6109 require you to provide this information, including your SSN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, and the District of Columbia for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506T-EZ will vary depending on individual circumstances. The estimated average time is: **Learning about the law or the form, 9 min.; Preparing the form, 18 min.; and Copying, assembling, and sending the form to the IRS, 20 min.**

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506T-EZ simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:T:SP, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see Where to file on this page.



**Exhibit A - 3 Month Self Employment Income Statement (Profit and Loss Form)**

This form may be used if you are self-employed or a 1099 wage earner only.

**BORROWER'S NAME** Todd Silber **Account Number** 8843

For each borrower who is self employed a Profit and Loss Statement is required for each business. If borrower has more than one business, we require a Profit and Loss Form for each business. The example document may be used to supply the required information.

Month and Year must be indicated. Use most recent consecutive months.	Month 1	Month 2	Month 3	Total
	Month <u>Feb</u> Year <u>2012</u>	Month <u>Jan</u> Year <u>2012</u>	Month <u>Dec</u> Year <u>2011</u>	
Sales	<u>6240<sup>00</sup></u>	\$ <u>5860<sup>00</sup></u>	\$ <u>4600<sup>00</sup></u>	\$
Cost of Goods Sold		\$	\$	\$
Gross Profit		\$	\$ <u>4600<sup>00</sup></u>	\$
Operating Expenses				
Advertising	\$ <u>42<sup>00</sup></u>	\$ <u>42<sup>00</sup></u>	\$ <u>42<sup>00</sup></u>	\$ <u>126<sup>00</sup></u>
Amortization	\$	\$	\$	\$
Auto Expenses	\$ <u>209.00</u>	\$ <u>209<sup>00</sup></u>	\$ <u>209<sup>00</sup></u>	\$ <u>627<sup>00</sup></u>
Bank Charges	\$ <u>/</u>	\$	\$	\$
Depreciation	\$ <u>/</u>	\$	\$	\$
Dues & Subscriptions	\$ <u>/</u>	\$	\$	\$
Employee Benefits	\$ <u>/</u>	\$	\$	\$
Insurance	\$ <u>/</u>	\$	\$	\$
Interest	\$ <u>/</u>	\$	\$	\$
Office Expenses	\$ <u>/</u>	\$	\$	\$
Payroll Taxes	\$ <u>/</u>	\$	\$	\$
Rent	\$ <u>/</u>	\$	\$	\$
Repairs & Maintenance	\$ <u>/</u>	\$	\$	\$
Salaries & Wages	\$ <u>/</u>	\$	\$	\$
Supplies	\$ <u>2040<sup>00</sup></u>	\$ <u>2120<sup>00</sup></u>	\$ <u>2460.00</u>	\$
Taxes & Licenses	\$ <u>/</u>	\$	\$	\$
Telephone	\$ <u><del>250.00</del> 250.00</u>	\$ <u>250.00</u>	\$ <u>250.00</u>	\$ <u>750<sup>00</sup></u>
Utilities	\$ <u>/</u>	\$	\$	\$
Other	\$	\$	\$	\$
Total Operating Expenses	\$	\$	\$	\$
Net Profit Before Taxes	\$ <u>3699<sup>00</sup></u>	\$ <u>2989<sup>00</sup></u>	\$ <u>2639<sup>00</sup></u>	\$
Income Taxes	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>	\$
Net Profit After Taxes	\$ <u>3699<sup>00</sup></u>	\$ <u>2989<sup>00</sup></u>	\$ <u>2639<sup>00</sup></u>	\$

**Exhibit B - Investment Property Schedule**

**BORROWER'S NAME** \_\_\_\_\_ **Account Number** \_\_\_\_\_

For each borrower who receives rental income from an investment property an Investment Property Schedule is required. If additional space is needed, please include an additional page.

Property Number	Property Street Address	Property City, State, and Zip Code	Number of Units (1, 2, 3, 4, or 5+)	Status Circle All That Apply R - Rented V - Vacant PS - Pending Sale F - In Foreclosure	Gross Monthly Rental Income	Monthly Mortgage Payment (excluding taxes and insurance)	Monthly Insurance and Taxes	Monthly HOA/Condo Dues (if applicable)
Primary Residence				R V PS F	\$	\$	\$	\$
2				R V PS F	\$	\$	\$	\$
3				R V PS F	\$	\$	\$	\$
4				R V PS F	\$	\$	\$	\$
5				R V PS F	\$	\$	\$	\$
6				R V PS F	\$	\$	\$	\$
<b>Totals</b>					\$	\$	\$	\$

### Important Tips/Reminders

- The enclosed package encompasses requirements for all available programs, including the Government's Making Home Affordable program. For information and eligibility requirements under the Making Home Affordable program, visit [www.makinghomeaffordable.gov](http://www.makinghomeaffordable.gov) website. **Please be aware we will not be able to process your request until all parts of the application have been completed including signatures and all necessary supporting documentation has been supplied.**
- **Please continue to make your monthly payment.** If assistance is needed, it is recommended that you contact a credit counselor who is trained to guide you through your current financial situation. You can access [www.hud.gov](http://www.hud.gov) or call 800-225-5342 for more information regarding credit counselors.
- You may receive phone calls or letters from our office asking for a payment while we consider any options that might be available.
- All modifications require an escrow account for the payment of taxes and insurance. If your loan does not currently include an escrow account for the payment of taxes and insurance, one will be added.
- While being reviewed for a workout (other than the Making Home Affordable program), a fee to validate the value of the property may be assessed at your expense (approximate cost \$100 - \$150).
- As a condition of the modification, you may be required to enroll in an electronic payment program.

### Frequently Asked Questions

#### **How long will it take to process my modification request and determine if I qualify for the program?**

- We will review your request as quickly as possible. Once the package is returned to our office, Loss Mitigation will contact you within 10 business days advising the package was received and notifying you if additional information is required.
- Within 30 days from the date a complete package is received, you will be notified whether the modification option is available to you.
- If you aren't eligible for a modification, the reason for denial will be provided.
- Please note, however, that your modification will not be effective unless you meet all of the applicable conditions.

#### **I pay my car insurance on a semi-annually or annual basis. How should I list that?**

Please make sure that the amount of the expense is broken down to a monthly premium amount.

**Example:** If the car insurance is \$500 for 6 months to determine the monthly premium divide \$500 by 6 months (\$83.33).

#### **What information is needed on the form 4506T-EZ?**

Please complete the following:

- Line(s)**    **1a – 4:** List information as shown on your tax return  
                  **5:** Write the name, address, and telephone number shown on your monthly mortgage statement  
                  **6:** Write the year of the most-recent tax return you filed (Should be 2008 in most cases)

*Be sure to sign the form where indicated.*

The 4506T-EZ form states, "Caution: If the transcript is being mailed to a third party, ensure that you have filled in line 6 before signing. Sign and date the form once you have filed in line 6. Completing these steps helps to protect your privacy." What do I enter for those items?

All applicable blanks on the form need to be completed. This disclaimer is provided as a warning that line 6 must be completed prior to signing the form.



To ensure your request is processed without delay, it is important that you provide a complete application including all the supporting documentation and required signatures. You **MUST** sign the Acknowledgement and Agreement form. If you are unable to provide all the requested supporting documentation, please submit the application with the information you have available and we will provide a knowledgeable agent to assist you in compiling any missing documentation and guide you through the process.



### THIRD PARTY AUTHORIZATION and AGREEMENT TO RELEASE

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

Account Number: 8843 Name: TODD SILBER  
Property Address: 73 FARNHAM ROAD SOUTH WINDSOR CT 06074



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

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

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

Todd Silber of \_\_\_\_\_ in his/her capacity as \_\_\_\_\_  
Name Company Name  
Relationship (if applicable) Phone Number Email Address

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

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

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

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

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

Todd Silber [Signature] 2/29/2012  
Borrower Printed Name Borrower Signature Date  
Co-Borrower Printed Name Co-Borrower Signature Date





**Home Affordable Modification Program (HAMP):  
IMPORTANT REQUIREMENTS  
IMPORTANT REQUIREMENTS**

- Step 1. Financial Package: (complete and return the entire financial package to apply for assistance)
- |                                                                          |                                                                                                |
|--------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| ✓ Financial Analysis Form <del>*</del><br>(including Hardship Affidavit) | ✓ Most recent <u>signed</u> tax return or <u>evidence of electronic signature</u> <del>*</del> |
| ✓ Dodd Frank Certification <del>*</del>                                  | ✓ Proof of Income Documentation <del>*</del>                                                   |
| ✓ Acknowledgement and <del>*</del><br>Agreement                          | ✓ Proof of Occupancy Documentation <del>*</del>                                                |
| ✓ IRS Form 4506T-EZ <del>*</del>                                         | ✓ <del>Proof</del> of Homeowners or Condo<br>Association Dues                                  |
- Step 2. Trial Workout: (sometimes known as a temporary repayment plan)
- ✓ Make specified trial payments per the plan or your loan may not be modified
  - ✓ Signed flood certification document (if required)
- Step 3. Permanent Modification: (once you have successfully completed steps 1 and 2, you will be reviewed for a permanent modification)
- ✓ If approved, you will receive the permanent modification document
  - ✓ Sign, notarize (only if required) and return entire modification agreement within 7 days of receipt

**If you fail to comply with any of these steps; your modification request will be canceled and you will not be eligible for consideration under HAMP in the future.**



**FINANCIAL HARDSHIP LETTER #4**

I was laid off in March of 2009, I went through my savings and fell behind on my payments in Nov, 2009. Since then I tried to obtain a modification, and it has been impossible to do so. I mean no threat, but this is my final attempt to apply for a work out plan. For years I have done all GMAC asked, met all the guidelines and was given nothing but the run around. Fact is I did qualify for a modification back on in Feb 2010, one should have been granted and we could of avoided all this mess. Never the less I have fought you in court, filed a countersuit. And even served GMAC with lawsuit, I have not filed this lawsuit with the courts as of yet.

During the months of modification reviews back in early 2010, GMAC repeatedly made false representation of fact. I have documented and testimony from Connecticut senators, court appointed mediators, as well as HUD and FHA. GMAC really made it impossible and repeatedly told officials listed above as well as myself the unemployment could not be used in a FHA modification review as income. I have this in writing from people in your corporate office. However FHA clearly says that unemployment could be used, but you must be able to show that you can claim in for 1 year. This very financial packet I am sending to you only ask for 9 months of unemployment verification. Your very packet sets people up for failure. I was on unemployment for 2 year, I could of provided a letter that stated whatever you wanted. GMAC only asked for 9 months, FHA wants 1 year.....

The Fact is my unemployment should have been used, and according to an independent review as well as FHA, a modification should have been granted. Again I have this documentation and testimony I am prepared to bring to court. Now I am no longer on unemployment and have started my own business. If this Lawsuit was dropped I could start paying my mortgage all over again, but if you expect me to pay the money that has wrongfully be accrued since GMAC wrongfully denied me, as well as lawyer and court fee's. Then I'd rather just file my lawsuit and fight this in court for another 3 years or so.

I do not want anything for free, nor anything I am not entitled to. From day 1 I only ever wanted an opportunity to pay modified payments. I was never given that opportunity. I have no idea what you think this house is worth, but I do know that you are covered by FHA insurance as of now. But if GMAC is truly ready to give me a fair review and truly ready to try to make this right, then I am all for that. I just want a fair opportunity to keep my home. A fair modification review, or a fair coming of terms on this mess... But the past due amount GMAC claims is owed, is not correct.

I Beseech you to please take a look at the last 3 years from my perspective. And let us come to an agreement that is mutually beneficial. Again I mean no threat by what I type, but I have represented myself since day 1 in court, and quite frankly did quite well. This case is not even close to over, nor have I finished filing my complaints/lawsuits. I'd rather not have to... The last Lady from loss mitigation was very kind and friendly, I thank her and GMAC should also. For not until I spoke to her did I think GMAC truly gave 2 shifts. Maybe its all the lawsuits going on, maybe the investigations. But for whatever reason this time I truly have hi-hopes that some sort of terms and agreement can be worked out.

  
3/1/2012

To whom it may concern,

I did not start my business until sept 2011. The income shown on my 2011 tax returns from Self

employment are only from OCT 2011-Dec 2011. 3 months.

-Todd Silber

 3/1/2012



<b>TAXPAYER COPY</b>																										
Filing Status	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">                 1 <input type="checkbox"/> Single                  2 <input type="checkbox"/> Married filing jointly (even if only one had income)                  3 <input type="checkbox"/> Married filing separately. Enter spouse's SSN above and full name here. ▶             </div> <div style="width: 50%;">                 4 <input type="checkbox"/> Head of household (with qualifying person). (See inst.) If the qualifying person is a child but not your dependent, enter child's name here. ▶                  5 <input type="checkbox"/> Qualifying widow(er) with dependent child             </div> </div>																									
Check only one box.																										
Exemptions	6a <input checked="" type="checkbox"/> Yourself. If someone can claim you as a dependent, do not check box 6a ..... b <input type="checkbox"/> Spouse																									
If more than four dependents, see inst. & check here ▶ <input type="checkbox"/>																										
c Dependents: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="width: 20%;">(1) First name</th> <th style="width: 20%;">Last name</th> <th style="width: 20%;">(2) Dependent's social security number</th> <th style="width: 20%;">(3) Dependent's relationship to you</th> <th style="width: 20%;">(4) <input checked="" type="checkbox"/> if child under age 17 qualifying for child tax credit (see inst.)</th> </tr> </thead> <tbody> <tr> <td>MADISON</td> <td>SILBER</td> <td>6967</td> <td>Daughter</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>ALISON</td> <td>GILBERT</td> <td>4485</td> <td>Daughter</td> <td><input type="checkbox"/></td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		(1) First name	Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) <input checked="" type="checkbox"/> if child under age 17 qualifying for child tax credit (see inst.)	MADISON	SILBER	6967	Daughter	<input checked="" type="checkbox"/>	ALISON	GILBERT	4485	Daughter	<input type="checkbox"/>										
(1) First name	Last name	(2) Dependent's social security number	(3) Dependent's relationship to you	(4) <input checked="" type="checkbox"/> if child under age 17 qualifying for child tax credit (see inst.)																						
MADISON	SILBER	6967	Daughter	<input checked="" type="checkbox"/>																						
ALISON	GILBERT	4485	Daughter	<input type="checkbox"/>																						
d Total number of exemptions claimed .....																										

Income		7	Wages, salaries, tips, etc. Attach Form(s) W-2	7	0
Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.  If you did not get a W-2, see instructions.  Enclose, but do not attach, any payment. Also, please use Form 1040-V.	8a	Taxable interest. Attach Schedule B if required		8a	
	b	Tax-exempt interest. Do not include on line 8a		8b	
	9a	Ordinary dividends. Attach Schedule B if required		9a	
	b	Qualified dividends		9b	
	10	Taxable refunds, credits, or offsets of state and local income taxes		10	
	11	Alimony received		11	
	12	Business income or (loss). Attach Schedule C or C-EZ		12	8,445
	13	Capital gain or (loss). Attach Schedule D if required. If not required, check here		13	
	14	Other gains or (losses). Attach Form 4797		14	
	15a	IRA distributions	15a	b Taxable amount	15b
16a	Pensions and annuities	16a	b Taxable amount	16b	
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E		17		
18	Farm income or (loss). Attach Schedule F		18		
19	Unemployment compensation		19	18,312	
20a	Social security benefits	20a	b Taxable amount	20b	
21	Other income.		21		
22	Combine amounts in the far right column for lines 7 through 21. This is your total income			22	26,757
Adjusted Gross Income	23	Educator expenses		23	
	24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-E		24	
	25	Health savings account deduction. Attach Form 8889		25	
	26	Moving expenses. Attach Form 3903		26	
	27	Deductible part of self-employment tax. Attach Schedule SE		27	596
	28	Self-employed SEP, SIMPLE, and qualified plans		28	
	29	Self-employed health insurance deduction		29	
	30	Penalty on early withdrawal of savings		30	
	31a	Alimony paid	b Recipient's SSN	31a	
	32	IRA deduction		32	
33	Student loan interest deduction		33		
34	Tuition and fees. Attach Form 8917		34		
35	Domestic production activities ded. Attach Form 8903		35		
36	Add lines 23 through 35		36	596	
37	Subtract line 36 from line 22. This is your adjusted gross income		37	26,161	

Form 1040 (2011) SILBER 2236 Page 2

38 Amount from line 37 (adjusted gross income)		38	26,161
Tax and Credits	39a Check <input type="checkbox"/> You were born before January 2, 1947, <input type="checkbox"/> Blind. Total boxes checked <input type="checkbox"/> 39a		
	if: <input type="checkbox"/> Spouse was born before January 2, 1947, <input type="checkbox"/> Blind. checked <input type="checkbox"/> 39b		
Standard Deduction for--	b If your spouse itemizes on a separate return or you were a dual-status alien, check here <input type="checkbox"/> 39b		
	b If your spouse itemizes on a separate return or you were a dual-status alien, check here <input type="checkbox"/> 39b		
40 Itemized deductions (from Schedule A) or your standard deduction (see left margin)	40	8,500	
41 Subtract line 40 from line 38	41	17,661	
42 Exemptions. Multiply \$3,700 by the number on line 6d	42	11,100	
43 Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	6,561	
44 Tax (see inst.). Check if any is from: a <input type="checkbox"/> Form(s) 8814 b <input type="checkbox"/> Form 4972 c <input type="checkbox"/> 962 elec	44	658	
45 Alternative minimum tax (see instructions). Attach Form 6251	45		
46 Add lines 44 and 45	46	658	
47 Foreign tax credit. Attach Form 1118 if required	47		
48 Credit for child & dependent care expenses. Attach Form 2441	48		
49 Education credits from Form 8863, line 23	49		
50 Retirement savings contributions credit. Attach Form 8880	50		
51 Child tax credit (see instructions)	51	658	
52 Residential energy credits. Attach Form 5695	52		
53 Other credits from Form: a <input type="checkbox"/> 3800 b <input type="checkbox"/> 8801 c <input type="checkbox"/>	53		
54 Add lines 47 through 53. These are your total credits	54	658	
55 Subtract line 54 from line 46. If line 54 is more than line 46, enter -0-	55	0	
56 Self-employment tax. Attach Schedule SE	56	1,037	
57 Unreported social security and Medicare tax from Form: a <input type="checkbox"/> 4137 b <input type="checkbox"/> 8919	57		
58 Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required	58		
59a Household employment taxes from Schedule H	59a		
b First-time homebuyer credit repayment. Attach Form 5405 if required	59b		
60 Other taxes. Enter code(s) from instructions	60		
61 Add lines 55 through 60. This is your total tax	61	1,037	
62 Federal income tax withheld from Forms W-2 and 1099	62		
63 2011 estimated tax payments & amt. applied from 2010 return	63		
64a Earned income credit (EIC)	64a	3,114	
b Nontaxable combat pay election 64b			
65 Additional child tax credit. Attach Form 8812	65	342	
66 American opportunity credit from Form 8863, line 14	66		
67 First-time homebuyer credit from Form 5405, line 10	67		
68 Amount paid with request for extension to file	68		
69 Excess social security and tier 1 RRTA tax withheld	69		
70 Credit for federal tax on fuels. Attach Form 4136	70		
71 Credits from Form: a <input type="checkbox"/> 2439 b <input type="checkbox"/> 8839 c <input type="checkbox"/> 8801 d <input type="checkbox"/> 8885	71		
72 Add lines 62, 63, 64a, and 65 through 71. These are your total payments	72	3,456	
73 If line 72 is more than line 61, subtract line 61 from line 72. This is the amount you overpaid	73	2,419	
74a Amount of line 73 you want refunded to you. If Form 8888 is attached, check here <input type="checkbox"/> 74a	74a	2,419	
b Routing no. 2 1 1 1 7 0 1 0 1 c Type: <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings			
d Account no. 1 0 0 0 1 9 6 5 4 4 4 3			
75 Amt. of line 73 you want applied to your 2012 estimated tax	75		
76 Amount you owe. Subtract line 72 from line 73. For details on how to pay, see instructions	76		
77 Estimated tax penalty (see instructions)			

Refund

Direct deposit? See instructions.

Amount You Owe

Third Party Designee

Sign Here

Joint return? See instructions. Keep a copy for your records.

Print/Type preparer's name

Preparer's signature

Date

Check ☐ if self-employed

PTIN

Firm's name

Firm's EIN

Firm's address

Phone no.

Paid Preparer Use Only

Firm's name Taxes First

Firm's EIN 7955

Firm's address 756 Park Ave

Phone no. (860) 242-4330

Bloomfield CT 06002-2457

#1

**SCHEDULE C**  
(Form 1040)

**Profit or Loss From Business**

(Sole Proprietorship)

OMB No. 1545-0074

**2011**

Attachment  
Sequence No. 09

Department of the Treasury  
Internal Revenue Service (99)

▶ For information on Schedule C and its instructions, go to [www.irs.gov/schedulec](http://www.irs.gov/schedulec)  
▶ Attach to Form 1040, 1040NR, or 1041; partnerships generally must file Form 1065.

Name of proprietor TODD SILBER	Social security number (SSN) [REDACTED] 2236
A Principal business or profession, including product or service (see instructions) RETAIL SALES	B Enter code from instructions ▶ 999999
C Business name. If no separate business name, leave blank.	D Employer ID no. (EIN). (see instr.)

E Business address (including suite or room no.) ▶ 73 FARNHAM ROAD  
City, town or post office, state, and ZIP code South Windsor CT 06074

F Accounting method: (1) ☒ Cash (2) ☐ Accrual (3) ☐ Other (specify) \_\_\_\_\_

G Did you "materially participate" in the operation of this business during 2011? ☒ Yes ☐ No

H If you started or acquired this business during 2011, check here ☐ Yes ☒ No

I Did you make any payments in 2011 that would require you to file Form(s) 1099? (see instructions) ☐ Yes ☒ No

J If "Yes," did you or will you file all required Forms 1099? ☐ Yes ☒ No

**Part I Income**

1a Merchant card and third party payments. For 2011, enter -0-	1a	0
b Gross receipts or sales not entered on line 1a (see instructions)	1b	16,050
c Income reported to you on Form W-2 if the "Statutory Employee" box on that form was checked. Caution: See instr. before completing this line	1c	
d Total gross receipts. Add lines 1a through 1c	1d	16,050
2 Returns and allowances plus any other adjustments (see instructions)	2	0
3 Subtract line 2 from line 1d	3	16,050
4 Cost of goods sold (from line 42)	4	
5 Gross profit. Subtract line 4 from line 3	5	16,050
6 Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)	6	
7 Gross income. Add lines 5 and 6	7	16,050

**Part II Expenses** Enter expenses for business use of your home only on line 30.

8 Advertising	8		18 Office expense (see instructions)	18	
9 Car and truck expenses (see instructions)	9		19 Pension & profit-sharing plans	19	
10 Commissions and fees	10		20 Rent or lease (see instructions):		
11 Contract labor (see instructions)	11		a Vehicles, machinery, and equipment	20a	
12 Depletion	12		b Other business property	20b	
13 Depreciation and section 179 expense deduction (not included in Part III) (see instr.)	13		21 Repairs and maintenance	21	250
14 Employee benefit programs (other than on line 19)	14		22 Supplies (not included in Part III)	22	2,750
15 Insurance (other than health)	15	1,300	23 Taxes and licenses	23	
16 Interest:			24 Travel, meals, and entertainment:		
a Mortgage (paid to banks, etc.)	16a		a Travel	24a	600
b Other	16b	1,130	b Deductible meals and entertainment (see instructions)	24b	375
17 Legal and professional services	17		25 Utilities	25	
28 Total expenses before expenses for business use of home. Add lines 8 through 17	28		26 Wages (less employment credits)	26	
29 Tentative profit or (loss). Subtract line 28 from line 7	29		27a Other expenses (from line 48)	27a	1,200
30 Expenses for business use of your home. Attach Form 8829. Do not report such expenses elsewhere	30		27b	27b	
31 Net profit or (loss). Subtract line 30 from line 29.	31				

• If a profit, enter on both Form 1040, line 12, (or Form 1040NR, line 13) and on Schedule SE, line 2. If you entered an amount on line 1c, see instr. Estates and trusts, enter on Form 1041, line 3.

• If a loss, you must go to line 32.

32 If you have a loss, check the box that describes your investment in this activity (see instructions).

• If you checked 32a, enter the loss on both Form 1040, line 12, (or Form 1040NR, line 13) and on Schedule SE, line 2. If you entered an amount on line 1c, see the instructions for line 31. Estates and trusts, enter on Form 1041, line 3.

• If you checked 32b, you must attach Form 6198. Your loss may be limited.

32a ☐ All investment is at risk.  
32b ☐ Some investment is not at risk.

For Paperwork Reduction Act Notice, see your tax return instructions.

Schedule C (Form 1040) 2011

#1

Schedule C (Form 1040) 2011

SILBER -2236

Page 2

**Part III** Cost of Goods Sold (see instructions)

33 Method(s) used to value closing inventory (see instructions)

33 Method(s) used to value closing inventory: a ☐ Cost b ☐ Lower of cost or market c ☐ Other (attach explanation)

34 Was there any change in determining quantities, costs, or valuations between opening and closing inventory? ☐ Yes ☐ No  
If "Yes," attach explanation

35	Inventory at beginning of year. If different from last year's closing inventory, attach explanation	35
36	Purchases less cost of items withdrawn for personal use	36
37	Cost of labor. Do not include any amounts paid to yourself	37
38	Materials and supplies	38
39	Other costs	39
40	Add lines 35 through 39	40
41	Inventory at end of year	41
42	Cost of goods sold. Subtract line 41 from line 40. Enter the result here and on line 4	42

**Part IV** Information on Your Vehicle. Complete this part only if you are claiming car or truck expenses on line 9 and are not required to file Form 4562 for this business. See the instructions for line 13 to find out if you must file Form 4562.

43 When did you place your vehicle in service for business purposes? (month, day, year) ▶

44 Of the total number of miles you drove your vehicle during 2011, enter the number of miles you used your vehicle for:

a Business b Commuting (see instructions) c Other

45 Was your vehicle available for personal use during off-duty hours? ☐ Yes ☐ No

46 Do you (or your spouse) have another vehicle available for personal use? ☐ Yes ☐ No

47a Do you have evidence to support your deduction? ☐ Yes ☐ No

b If "Yes," is the evidence written? ☐ Yes ☐ No

**Part V** Other Expenses. List below business expenses not included on lines 8-26 or line 30.

Oil/Gas Expenses 600

Business Telephone 600

TAXPAYER COPY

48 Total other expenses. Enter here and on line 27a 48 1,200

**SCHEDULE SE**  
**(Form 1040)**

Department of the Treasury  
Internal Revenue Service (99)

**Self-Employment Tax**

▶ Attach to Form 1040 or Form 1040NR. ▶ See separate instructions.

OMB No. 1545-0074

**2011**

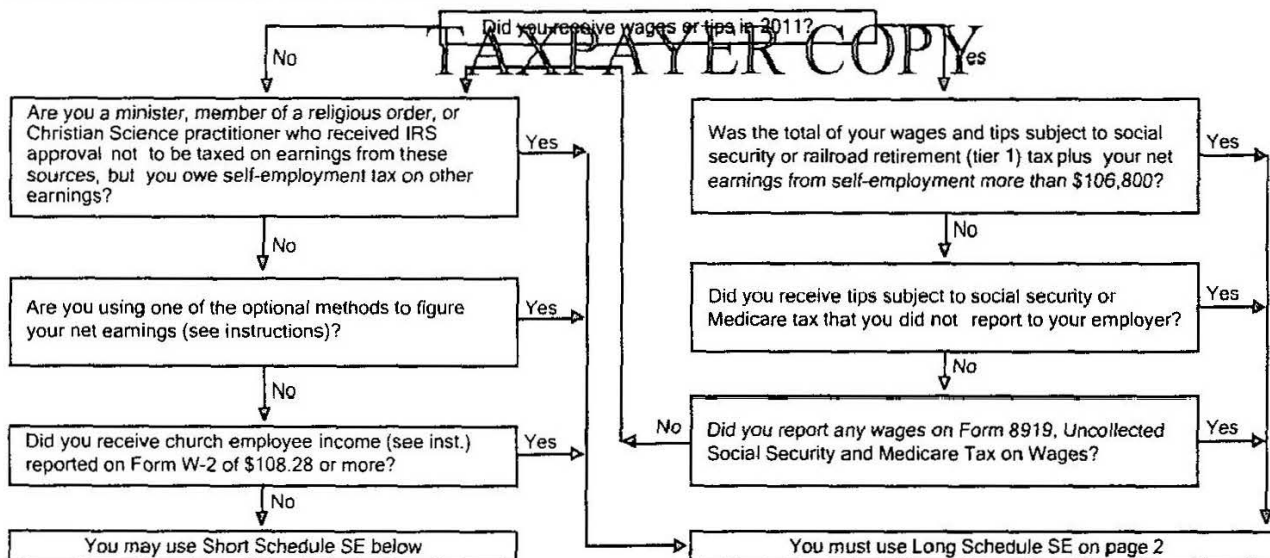
Attachment  
Sequence No. 17

Name of person with self-employment income (as shown on Form 1040)	Social security number of person
Name of person with self-employment income (as shown on Form 1040)	Social security number of person
TODD SILBER	with self-employment income ▶ 2236

Before you begin: To determine if you must file Schedule SE, see the instructions.

**May I Use Short Schedule SE or Must I Use Long Schedule SE?**

Note. Use this flowchart only if you must file Schedule SE. If unsure, see Who Must File Schedule SE in the instructions.



**Section A -- Short Schedule SE. Caution.** Read above to see if you can use Short Schedule SE.

1a	Net farm profit or (loss) from Schedule F, line 34, and farm partnerships, Schedule K-1 (Form 1065), box 14, code A	1a	
b	If you received social security retirement or disability benefits, enter the amount of Conservation Reserve Program payments included on Schedule F, line 4b, or listed on Schedule K-1 (Form 1065), box 20, code Y	1b	( )
2	Net profit or (loss) from Schedule C, line 31; Schedule C-EZ, line 3; Schedule K-1 (Form 1065), box 14, code A (other than farming); and Schedule K-1 (Form 1065-B), box 9, code J1. Ministers and members of religious orders, see instructions for types of income to report on this line. See instructions for other income to report	2	8,445
3	Combine lines 1a, 1b, and 2	3	8,445
4	Multiply line 3 by 92.35% (.9235). If less than \$400, you do not owe self-employment tax; do not file this schedule unless you have an amount on line 1b Note. If line 4 is less than \$400 due to Conservation Reserve Program payments on line 1b, see instructions.	4	7,799
5	Self-employment tax. If the amount on line 4 is: • \$106,800 or less, multiply line 4 by 13.3% (.133). Enter the result here and on Form 1040, line 56, or Form 1040NR, line 54 • More than \$106,800, multiply line 4 by 2.9% (.029). Then, add \$11,107.20 to the result. Enter the total here and on Form 1040, line 56, or Form 1040NR, line 54	5	1,037
6	Deduction for employer-equivalent portion of self-employment tax. If the amount on line 5 is: • \$14,204.40 or less, multiply line 5 by 57.51% (.5751) • More than \$14,204.40, multiply line 5 by 50% (.50) and add \$1.067 to the result. Enter the result here and on Form 1040, line 27, or Form 1040NR, line 27	6	596

For Paperwork Reduction Act Notice, see your tax return instructions.


Schedule SE (Form 1040) 2011



To whom it may concern,

Beginning on April 1<sup>st</sup>, I will financially contribute \$900 a month to Mr. Todd Silber. I live with Mr. Silber and the mother of his 2 children.

Malinda Johnston,



3/3/2012



View Transaction History

View Transaction History

Transaction History details.

Details of transaction history options

Webster Account: xxxxxx4443 Webster Value Checking Available Balance: \$480.47  
Date Range: 01/06/2012 - 03/05/2012 Current Balance: \$480.47

#### Pending Transactions

Check card signature and point of sale transactions are now reflected immediately in your available balance and are listed under Type as a Check Card Authorization. These transactions will affect your current balance once they have been fully processed and posted to your account.

Date	Type	Description	Withdrawals	Deposits
03/05/12	Check Card Purchase	CK CRD SIGNATURE PURCH DUNKIN #337619 Q35	\$-2.96	
03/05/12	Check Card Purchase	CK CRD SIGNATURE PURCH OPAY CT BUS TAX	\$-3.95	
03/05/12	Check Card Authorization	CK CRD SIGNATURE AUTH GODADDY.COM 480-5058855 AZ US	\$-38.98	
03/05/12	Check Card Purchase	CK CRD SIGNATURE PURCH HIGASHI JAPANESE RESTAU	\$-40.60	
03/05/12	Check Card Purchase	CK CRD SIGNATURE PURCH CONNECTICUT BUS. TAX	\$-156.00	

#### Posted Transactions

Date	Type	Description	Withdrawals	Deposits	Balance
03/01/12	PIN Purchase	CK CRD PIN PURCHASE 03/01/12 STOP & SHOP #699STOP & SH SOUTH WINDSO CT 9616	\$-4.98		\$722.96
02/29/12	Check Card Purchase	CK CRD SIGNATURE PURCH02/27/12 ACER/GATEWAY 800-733-2237 CA 0018	\$-211.64		\$727.94
02/27/12	Check Card Purchase	CK CRD SIGNATURE PURCH02/24/12 DUNKIN #337619 MANCHESTER CT 2018	\$-2.33		\$939.58
02/27/12	Check Card Purchase	CK CRD SIGNATURE PURCH02/24/12 Best Buy 0001 MANCHESTER CT 5101	\$-10.62		\$941.91
02/27/12	Check Withdrawal	WITHDRAWAL PAID CHECK Check Number 1067	\$-1,700.00		\$952.53
02/24/12	Check Withdrawal	POD INCLEARING CHECKS PAID CHECK Check Number 1065	\$-0.50		\$2,652.53
02/24/12	Check Card Purchase	CK CRD SIGNATURE PURCH02/23/12 EBAY INC. 888-749-3229 CA 6550	\$-58.27		\$2,653.03
02/24/12	Other Credit	ACH DEPOSIT US TREASURY 312 TAX REF		\$2,419.00	\$2,711.30
02/22/12	Other Debit	ACH WITHDRAWAL PROG DIRECT INS INS PREM	\$-124.50		\$292.30
02/22/12	PIN Purchase	CK CRD PIN PURCHASE 02/22/12 USPS 0875140174/850 CLUSP SOUTH WINDSO CT 4220	\$-40.40		\$416.80
02/21/12	Check Withdrawal	WITHDRAWAL PAID CHECK Check Number 1066	\$-700.00		\$457.20

Date	Type	Description	Withdrawals	Deposits	Balance
02/21/12	Other Credit	ACH DEPOSIT CT DRS DEPOSIT TAX REFUND		\$934.20	\$1,157.20
02/17/12	Service Charge	SERVICE CHARGE	\$-8.95		\$223.00
02/17/12	PIN Purchase	CK CRD PIN PURCHASE 02/17/12 STOP & SHOP #6999 STOP & SH SOUTH WINDSO CT 3739	\$-6.04		\$231.95
02/16/12	Check Card Purchase	CK CRD SIGNATURE PURCH02/15/12 HULU 877-801-5441 CA 7661	\$-7.99		\$237.99
02/16/12	Check Card Purchase	CK CRD SIGNATURE PURCH02/15/12 QUICK STOP CONVENI SOUTH WINDSO CT 4078	\$-20.07		\$245.98
02/16/12	Other Credit	MISCELLANEOUS CREDIT NSF SETTLEMENT CR		\$8.76	\$266.05
02/15/12	Deposit	DEPOSIT		\$200.00	\$257.29
02/10/12	PIN Purchase	CK CRD PIN PURCHASE 02/10/12 STOP & SHOP #6999 STOP & SH SOUTH WINDSO CT 4967	\$-4.78		\$57.29
02/10/12	PIN Purchase	CK CRD PIN PURCHASE 02/10/12 BJ'S WHOLESALE C 1046 BJ' MANCHESTER CT 6996	\$-7.43		\$62.07
02/06/12	Check Card Purchase	CK CRD SIGNATURE PURCH02/04/12 GODADDY.COM 480-5058855 AZ 9666	\$-38.98		\$69.50
02/01/12	Deposit	DEPOSIT		\$100.00	\$108.48
01/27/12	Check Withdrawal	POD INCLEARING CHECKS PAID CHECK Check Number 1063	\$-209.27		\$8.48
01/26/12	PIN Purchase	CK CRD PIN PURCHASE 01/26/12 KANGAROO EXPRESSKANGAROO HARDEEVILLE SC 0001	\$-20.02		\$217.75
01/25/12	Check Card Purchase	CK CRD SIGNATURE PURCH01/24/12 Best Buy 0001 MANCHESTER GT 5071	\$-10.62		\$237.77
01/25/12	Deposit	DEPOSIT		\$220.00	\$248.39
01/24/12	Check Card Purchase	CK CRD SIGNATURE PURCH01/23/12 EBAY INC. 888-749-3229 CA 6284	\$-18.16		\$28.39
01/20/12	Service Charge	SERVICE CHARGE	\$-8.95		\$46.55
01/20/12	Check Card Purchase	CK CRD SIGNATURE PURCH01/19/12 HARTFORD PARKING A HARTFORD CT 8000	\$-1.00		\$55.50
01/19/12	Other Debit	ACH WITHDRAWAL PROG DIRECT INS INS PREM	\$-124.53		\$56.50
01/19/12	PIN Purchase	CK CRD PIN PURCHASE 01/19/12 GEISSLER'S SUPER MARKEGEI SOUTH WINDSO CT 2795	\$-10.36		\$181.03
01/17/12	Check Card Purchase	CK CRD SIGNATURE PURCH01/15/12 HULU 877-801-5441 CA 7568	\$-7.99		\$191.39





— On Thu, 2/24/11, Perrone, Lisa H. <Lisa.Perrone@mail.house.gov> wrote:

From: Perrone, Lisa H. <Lisa.Perrone@mail.house.gov>  
Subject: FW: Unemployment  
To: "Todd Silber" <silber\_spades@yahoo.com>  
Date: Thursday, February 24, 2011, 6:31 AM

Date: Thursday, February 24, 2011, 6:31 AM

The response from HUD is below regarding the guidelines.

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

From: HUD  
Sent: Thursday, February 24, 2011 8:41 AM  
To: Perrone, Lisa H.  
Subject: Unemployment

Here is an excerpt from the attachment to ML 2009-23:

Underwriting -

Monthly Gross Income The mortgagor's Monthly Gross Income amount before any payroll deductions includes wages and salaries, overtime pay, commissions, fees, tips, bonuses, housing allowances, other compensation for personal services, Social Security payments, including Social Security received by adults on behalf of minors or by minors intended for their own support, annuities, insurance policies, retirement funds, pensions, disability or death benefits, unemployment benefits, rental income and other income.

Here is an excerpt from a Q&A dated April 2010:

Underwriting - Monthly Gross Income

1) Are customers who unemployed but are collecting unemployment benefits and meet the other requirements for the HMP Eligible for this workout? If so is there a time restriction to the time when this workout is approved to the day when the benefits would run out? For example, the customer is unemployed but will receive unemployment benefits for the next 12 months and can provide proof of this? If this is allowed are we allowed to approve traditional loan modifications and partial claims using the same logic?

See ML 09-23's Attachment for income guidelines and ML 2000-05 for the financial analysis guidelines.

2) Does PITI include HOA fees as in HMP program?

Yes,

3) How long must unemployment benefits last to be considered income?

Unemployment income must be documented with reasonable assurance of its continuance for at least 12 months.

4) What is acceptable documentation to support alimony, child support or unemployment income?

If the borrower elects to use alimony or child support income to qualify, acceptable documentation includes photocopies of the divorce decree, separation agreement or other type of legal written agreement or court decree that provides for the payment of alimony or child support and states the amount of the award and the period of time over which it will be received. Servicers must determine that the income will continue for at least 12 months. The borrower must present proof of full, regular and timely payment, such as deposit slips, bank statements or signed federal income tax returns.

If the borrower has other income such as unemployment, acceptable documentation includes letters, exhibits, or benefits statement from the provider that states the amount, frequency and duration of the benefit. The servicer must obtain copies of signed federal income tax returns, IRS W-2

<http://www.hud.gov/offices/hsg/sfh/nsc/ml0923qa.pdf>

A letter From

HUD to Congressman Larson

office, then to me

AS REQUESTED BY THE MORTGAGEE LISTED BELOW, WE ARE REQUIRED TO ASCERTAIN THE OCCUPANCY STATUS OF YOUR PROPERTY. PLEASE COMPLETELY FILL THE APPLICABLE BUBBLED SELECTION, SIGN AND DATE. THIS COMPLETED FORM MUST BE RETURNED BY MAIL WITHIN FIVE (5) CALENDAR DAYS OF RECEIPT, THANK YOU.

GMAC Mortgage, LLC

Work Order: 00232478608

- ☒ I AM THE OWNER AND CURRENT OCCUPANT  
☐ THE PROPERTY IS TENANT OCCUPIED  
☐ THE PROPERTY IS VACANT

	<table border="1"><tr><td>0</td><td>3</td><td>/</td><td>0</td><td>1</td><td>/</td><td>1</td><td>2</td></tr><tr><td colspan="3">Month</td><td colspan="2">Day</td><td colspan="3">Year</td></tr></table>	0	3	/	0	1	/	1	2	Month			Day		Year		
0	3	/	0	1	/	1	2										
Month			Day		Year												



CoreLogic

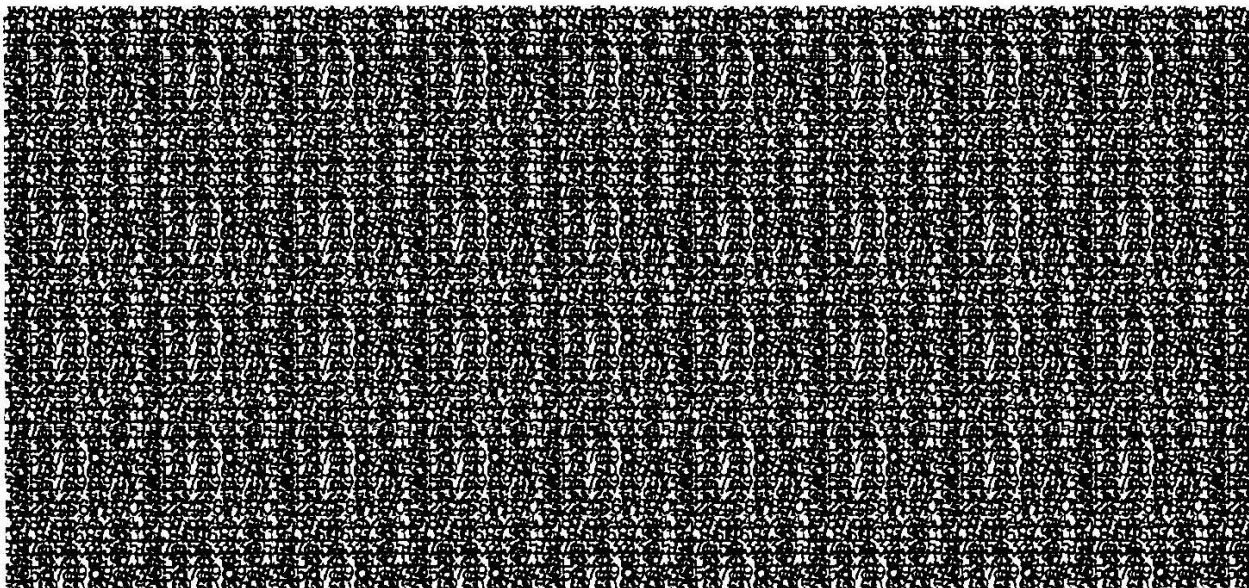
Core Logic Field Services  
1 Core Logic Way  
DFW-2-5  
Westlake, TX 76262

PRE-SORT STANDARD  
U.S. POSTAGE  
PAID  
FT. WORTH, TX  
PERMIT NO. 1190

TODD SILBER  
OR CURRENT RESIDENT  
73 FARNHAM ROAD  
SOUTH WINDSOR CT 06074

LKXMSPI 06074

To Open This Side - Slide Finger Under This Edge



PLACE  
STAMP HERE  
The Post Office  
will not deliver  
mail without  
Postage.



**CoreLogic**  
**Core Logic Field Services**  
1 Core Logic Way  
DFW-2-5  
Westlake, TX 76262

**Exhibit N**

to Priore Declaration Pg 2 of 5  
Connecticut Superior Courts

CT Superior - Hartford  
(Hartford)

CV-10-6009500-S

**GMAC MORTGAGE, LLC Vs. SILBER, TODD**

This case was retrieved from the court on Tuesday, December 16, 2014

Header

Case Number: CV-10-6009500-S

Date Filed: 03/31/2010

Date Full Case Retrieved: 12/16/2014

Status: Closed

Misc: (60) (P00) Property - Foreclosure; Civil

[\[Summary\]](#) [\[Associated Cases\]](#) [\[Participants\]](#) [\[Proceedings\]](#) [\[Calendar\]](#) [\[Pending Foreclosure\]](#) [\[Transfer History\]](#)

Summary

Judge: HON A PECK; HON ANTONIO ROBAINA; HON JANE SCHOLL; HON JULIA AURIGEMMA; HON ROBERT VACCHELLI

Disposition HON ROBERT VACCHELLI

Judge:

Disposition: JUDGMENT OF DISMISSAL

Disposition Date: 11/05/2012

Last Action Date: 11/30/2012

List Type: No List Type

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Associated Cases

No Information is Available for this case

[Back to Top](#)

Participants

Litigants

1  
Gmac Mortgage Llc  
Plaintiff

Attorneys

Plaintiff  
Hunt Leibert Jacobson PC  
Bar Number : 101589  
50 Weston Street  
Hartford, CT 06120  
  
Plaintiff  
Andrew L Baldwin  
Bar Number : 433889  
100 Cambridge Street Suite 2200  
Boston, MA 02114

5  
Law Day: 12/03/2012  
Plaintiff

50 Defendant

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Proceedings

<u>Entry#</u>	<u>File Date</u>	<u>Filed By</u>	<u>Description</u>	<u>Result</u>	<u>Arguable</u>
	03/31/2010	P	Summons		
	03/31/2010	P	Complaint		
	03/31/2010	P	Return of Service		
	05/04/2010		Appearance		
	11/30/2012	P	Appearance		
101.00	03/31/2010	P	Foreclosure Mediation Plaintiff's Compliance With Service (No Document)		No
102.00	03/31/2010	C	Foreclosure Mediation – Eligible Case (No Document)		No
102.10	03/31/2010	C	Foreclosure Mediation-Compliance With P.A.09-209 (No Document) See Form# Jd-Cv-109		No
103.00	05/04/2010	D	Foreclosure Mediation Request/Certificate Jd-Cv-108	Order 5/10/2010 BY THE CLERK	No
103.86	05/10/2010	C	ORDER Mediation scheduled	Order 5/10/2010 BY THE CLERK	No
104.00	06/22/2010	C	Foreclosure Mediation - Mediation Specialist's Request to Extend Mediation Period	Granted 7/2/2010 HON JULIA AURIGEMMA	No
104.86	07/02/2010	C	Order	Granted 7/2/2010 HON JULIA AURIGEMMA	No
105.00	06/23/2010	C	Foreclosure Mediator's Report		No
106.00	07/29/2010	P	Foreclosure Mediation - Motion For Modification of Mediation Periodjd-Cv-96	Granted 7/28/2010 HON JULIA AURIGEMMA	No
106.86	07/29/2010	C	Order	Granted 7/28/2010 HON JULIA AURIGEMMA	No
107.00	07/29/2010	P	Motion For Continuance	Granted 7/28/2010 HON JULIA AURIGEMMA	No
107.86	07/29/2010	C	Order	Granted 7/28/2010 HON JULIA AURIGEMMA	No
108.00	11/12/2010	D	Motion For Continuance	Granted 11/12/2010 HON JULIA AURIGEMMA	No
108.86	11/12/2010	C	Order	Granted 11/12/2010 HON JULIA AURIGEMMA	No
109.00	12/19/2010	C	Foreclosure Mediation - Mediation Specialist's Request to Extend Mediation Period	Granted 12/28/2010 HON JULIA AURIGEMMA	No
109.86	12/29/2010	C	Order	Granted 12/28/2010 HON JULIA AURIGEMMA	No
110.00	01/25/2011	C	Foreclosure Mediation - Mediation Specialist's Request to Extend Mediation Period	Granted 2/4/2011 HON JULIA AURIGEMMA	No
110.86	02/04/2011	C	Order	Granted 2/4/2011 HON JULIA AURIGEMMA	No
111.00	01/28/2011	D	Foreclosure Mediation - Motion For Modification of Mediation Periodjd-Cv-96	Granted 2/4/2011 HON JULIA AURIGEMMA	No
111.86	02/04/2011	C	Order	Granted 2/4/2011 HON JULIA AURIGEMMA	No
112.00	02/28/2011	D	Foreclosure Mediation - Motion For Modification of Mediation Periodjd-Cv-96		No
113.00	02/25/2011	C	Foreclosure Mediation - Mediation Specialist's Request to Extend Mediation Period	Granted 3/1/2011 HON JULIA AURIGEMMA	No
113.86	03/01/2011	C	Order	Granted 3/1/2011 HON JULIA AURIGEMMA	No
114.00	02/28/2011	D	Foreclosure Mediation - Motion For Modification of Mediation Periodjd-Cv-96		No

115.00	03/23/2011	P	Foreclosure Mediation - Objection	Jd-Cv-95	Sustained 3/28/2011	No
115.86	03/29/2011	C	Order	to Priore Declaration	Sustained 3/28/2011 HON JULIA AURIGEMMA	No
116.00	03/22/2011	D	Foreclosure Mediation - Motion For Modification of Mediation Period	Jd-Cv-96	Denied 3/28/2011 HON JULIA AURIGEMMA	No
116.86	03/29/2011	C	Order		Denied 3/28/2011 HON JULIA AURIGEMMA	No
117.00	03/29/2011	C	Foreclosure Mediator's Final Report - Mediation Period Terminated			No
118.00	04/06/2011	D	Answer And Special Defense			No
119.00	04/21/2011	P	Request to Extend Time to Respond to Interrogatories or Production Req P.B. 13-7(A)(2)/13-10(A)(2)		Granted 5/9/2011 HON JULIA AURIGEMMA	No
119.86	05/09/2011	C	Order		Granted 5/9/2011 HON JULIA AURIGEMMA	No
120.00	04/25/2011	D	Objection		Overruled 5/9/2011 HON JULIA AURIGEMMA	No
120.86	05/09/2011	C	Order		Overruled 5/9/2011 HON JULIA AURIGEMMA	No
121.00	05/02/2011	D	Answer And Special Defense			No
122.00	05/02/2011	D	Answer And Special Defense And Counterclaim			No
123.00	05/17/2011	P	Objection to Motion or Request For Discovery PB Ch13			No
124.00	10/14/2011	P	Motion For Summary Judgment		Granted 12/27/2011 HON ANTONIO ROBAINA	Yes
124.10	12/27/2011	C	Judgment in Part - General Case Remains Pending		Granted 12/27/2011 HON ANTONIO ROBAINA	No
124.86	12/27/2011	C	Order		Granted 12/27/2011 HON ANTONIO ROBAINA	No
125.00	10/14/2011	P	Memorandum in Support of Motion			No
126.00	10/21/2011	D	Objection to Summary Judgment			Yes
126.10	10/21/2011	D	Memorandum in Support of Motion			No
127.00	12/27/2011	C	Memorandum of Decision		Order 12/27/2011 HON ANTONIO ROBAINA	No
128.00	01/17/2012	D	Motion to Reargue/Reconsider		Order 2/17/2012 HON ANTONIO ROBAINA	No
128.86	02/17/2012	C	Order		Order 2/17/2012 HON ANTONIO ROBAINA	No
129.00	05/11/2012	P	Affidavit Federal Loss Mitigation Programs (Jd-CI-114)			No
130.00	05/30/2012	P	Motion For Judgment-Strict Foreclosure		Granted 6/12/2012 HON ANTONIO ROBAINA	Yes
130.86	06/12/2012	C	Order		Granted 6/12/2012 HON JANE SCHOLL	No
131.00	05/30/2012	P	Appraisal			No
132.00	06/06/2012	D	Objection			No
133.00	06/07/2012	P	Foreclosure Worksheet	Jd-Cv-77		No
134.00	06/07/2012	P	Affidavit of Compliance With Emap			No
135.00	06/07/2012	P	Affidavit of Debt			No
136.00	06/07/2012	P	Affidavit Re: Attorney/Counsel Fees			No
137.00	06/08/2012	D	Petition to Participate in Mediation Process by Aggrieved Person	Jd-Cv-96	Granted 7/3/2012 HON ANTONIO ROBAINA	No
137.86	07/03/2012	C	Order		Granted 7/3/2012 HON ANTONIO ROBAINA	No
138.00	06/12/2012	C	Judgment of Strict Foreclosure		6/12/2012 Hon Jane Scholl	No
139.00	06/26/2012	P	Motion to Open And Vacate Judgment		Granted 7/9/2012 HON A PECK	No
139.86	07/09/2012	C	Order		Granted 7/9/2012 HON A PECK	No



140.00	07/09/2012	C	Replace Record to Pleading Status (Keypoint 2) And	Granted 7/9/2012 HON A	No
<div> <div>12-12020-mg</div> <div>Doc 79-17 Filed 01/12/15 Entered 01/12/15 16:27:37 Exhibit N</div> <div>12-12020-mg</div> <div>Doc 79-17 Filed 01/12/15 Entered 01/12/15 16:27:37 Exhibit N</div> </div>					
141.00	08/23/2012	C	Foreclosure Mediation - Mediation Specialist's Request to Extend Mediation Period	Granted 8/28/2012 HON ANTONIO ROBAINA	No
141.86	08/28/2012	C	Order	Granted 8/28/2012 HON ANTONIO ROBAINA	No
142.00	09/18/2012	C	Foreclosure Mediator's Final Report - Mediation Period Terminated		No
143.00	11/05/2012	C	Order	Order 11/5/2012 HON ROBERT VACCHELLI	No
144.00	11/05/2012	C	Judgment of Dismissal	Hon Robert Vacchelli	No

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Pending Foreclosure

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**Exhibit O**

DOCKET NO. HHD CV 10 6009500 : SUPERIOR COURT  
GMAC MORTGAGE, LLC : JUDICIAL DISTRICT OF HARTFORD  
VS. : AT HARTFORD  
TODD SILBER : DECEMBER 27, 2011

**MEMORANDUM OF DECISION  
MOTION FOR SUMMARY JUDGMENT**

**FACTS**

On March 31, 2010, the plaintiff, GMAC Mortgage, LLC, filed a one count complaint against the defendant property owner, Todd Silber, to foreclose on the mortgage securing the promissory note for property in South Windsor, Connecticut known as 73 Farnham Road. In the complaint, the plaintiff alleges the following relevant facts. On or about November 20, 2008, the defendant executed and delivered to Norwich Commercial Group, Inc., d/b/a Norcom Mortgage, a note for a loan in the amount of \$238,823. Also on this date, the defendant executed and delivered a mortgage on the property to Mortgage Electronic Registration Systems, Inc. as nominee for Norcom Mortgage. The note and mortgage were subsequently assigned to the plaintiff. The plaintiff then became the owner of the note and mortgage.

The plaintiff further alleges that as of March 24, 2010, the note was in default.

The plaintiff elected to accelerate the balance due, to declare the note due in full and

12/27/11

cc: Rt. Jd. Dec., Hunt Leibert Jackson, Todd Silber

S. J. Silberman

COPY CERTIFIED

2011 DEC 27 4:10:09  
JUDICIAL DISTRICT OF  
CONNECTICUT  
STATE COURT

12/27

to foreclose the mortgage securing the note. The plaintiff provided the defendant with written notice of the default, but the defendant failed to cure the default.

On May 2, 2011, the defendant filed its amended answer and special defenses, as well as its amended answer and counterclaims.<sup>1</sup> The plaintiff filed its motion for summary judgment and the defendant has filed its objection thereto.

### DISCUSSION

“Summary judgment is a method of resolving litigation when pleadings, affidavits, and any other proof submitted show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. . . . The motion for summary judgment is designed to eliminate the delay and expense of litigating an issue when there is no real issue to be tried.” (Citations omitted.) *Wilson v. New Haven*, 213 Conn. 277, 279, 567 A.2d 829 (1989). “However, since litigants ordinarily have a constitutional right to have issues of fact decided by a jury . . . the moving party for summary judgment is held to a strict standard . . . of demonstrating his entitlement to summary judgment.” (Citation omitted; internal quotation marks omitted.) *Kakadelis v. DeFabritis*, 191 Conn. 276, 282, 464 A.2d 57 (1983). “Practice Book § 17-49 provides that summary judgment shall be rendered forthwith if the pleadings, affidavits and any other proof submitted show that there is no genuine issue as to any material fact and that the moving party is entitled to

---

<sup>1</sup> The court must note that the label the defendant gives to these additional pleadings are inconsistent with the contents of each. The amended answers does not provide additions to the initial answer. The “amended answer and special defenses” attempts to set forth additional special defenses. The “amended answer and special defenses (counterclaims)” attempts to set forth counterclaims.

judgment as a matter of law. In deciding a motion for summary judgment, the trial court must view the evidence in the light most favorable to the nonmoving party.” (Internal quotation marks omitted.) *Sherman v. Ronco*, 294 Conn. 548, 553-54, 985 A.2d 1042 (2010). “Indeed, pleadings must be construed broadly and realistically, rather than narrowly and technically.” (Internal quotation marks omitted.) *Connecticut Coalition for Justice in Education Funding, Inc. v. Rell*, 295 Conn. 240, 252-53, 990 A.2d 206 (2010).

“[S]ummary judgment is appropriate only if a fair and reasonable person could conclude only one way. . . . [A] summary disposition . . . should be on evidence which a jury would not be at liberty to disbelieve and which would require a directed verdict for the moving party. . . . [A] directed verdict may be rendered only where, on the evidence *viewed in the light most favorable to the nonmovant*, the trier of fact could not reasonably reach any other conclusion than that embodied in the verdict as directed.” (Citations omitted; emphasis in original; internal quotation marks omitted.) *Dugan v. Mobile Medical Testing Service, Inc.*, 265 Conn. 791, 815, 830 A.2d 752 (2003).

“[T]he ‘genuine issue’ aspect of summary judgment requires the parties to bring forward before trial evidentiary facts, or substantial evidence outside the pleadings, from which the material facts alleged in the pleadings can warrantably be inferred. . . . A material fact has been defined adequately and simply as a fact which will make a difference in the result of the case.” (Citation omitted; internal quotation marks omitted.) *Buell Industries, Inc. v. Greater New York Mutual Ins. Co.*,

259 Conn. 527, 556, 791 A.2d 489 (2002). “The facts at issue [in the context of summary judgment] are those alleged in the pleadings.” (Internal quotation marks omitted.) *Keller v. Beckenstein*, 117 Conn. App. 550, 557, 979 A.2d 1055, cert. denied, 294 Conn. 913, 983 A.2d 274 (2009). “‘Issue of fact’ encompasses not only evidentiary facts in issue but also questions as to how the trier would characterize such evidentiary facts and what inferences and conclusion it would draw from them.” *United Oil Co. v. Urban Development Commission*, 158 Conn. 362, 379, 260 A.2d 596 (1969). “The facts at issue [in the context of summary judgment] are those alleged in the pleadings.” (Internal quotation marks omitted.) *Washington v. Blackmore*, 119 Conn. App. 218, 220, 986 A.2d 356, cert. denied, 296 Conn. 903, 991 A.2d 1104 (2010). “In ruling on a motion for summary judgment, the court’s function is not to decide issues of material fact, but rather determine whether any such issues exist.” *Nolan v. Barkowski*, 206 Conn. 495, 500, 538 A.2d 1031 (1988).

“In seeking summary judgment, it is the movant who has the burden of showing the nonexistence of any issue of fact. The courts are in entire agreement that the moving party for summary judgment has the burden of showing the absence of any genuine issue as to all the material facts, which, under applicable principles of substantive law, entitle him to a judgment as a matter of law. The courts hold the movant to a strict standard. To satisfy his burden the movant must make a showing that it is quite clear what the truth is, and that excludes any real doubt as to the existence of any genuine issue of material fact. . . . As the burden of proof is on the

movant, the evidence must be viewed in the light most favorable to the opponent. . . . When documents submitted in support of a motion for summary judgment fail to establish that there is no genuine issue of material fact, the nonmoving party has no obligation to submit documents establishing the existence of such an issue. . . . Once the moving party has met its burden, however, the opposing party must present evidence that demonstrates the existence of some disputed factual issue. . . . It is not enough, however, for the opposing party merely to assert the existence of such a disputed issue. Mere assertions of fact . . . are insufficient to establish the existence of a material fact and, therefore, cannot refute evidence properly presented to the court under Practice Book § [17-45].” (Internal quotation marks omitted.) *Ramirez v. Health Net of the Northeast, Inc.*, 285 Conn. 1, 10-11, 938 A.2d 596 (2008).

I

The Defendant’s Liability

In its memorandum of law, the plaintiff argues that it has made out its prima facie case and is, therefore, entitled to summary judgment as a matter of law. Specifically, the plaintiff argues that there is no genuine issue of material fact that the plaintiff is the holder of the note and mortgage, that the defendant has defaulted, and that the plaintiff properly accelerated the debt and commenced this foreclosure action pursuant to the terms of the note and mortgage. In its objection to the plaintiff’s motion for summary judgment, the defendant argues that the plaintiff has not provided evidence demonstrating that the plaintiff is the holder of the note and mortgage because the plaintiff has failed to produce the original, unaltered note.

“In a mortgage foreclosure action, [t]o make out its prima facie case, [the foreclosing party has] to prove by a preponderance of the evidence that it [is] the owner of the note and mortgage and that [the mortgagor has] defaulted on the note. . . . Furthermore, the foreclosing party must demonstrate that all conditions precedent to foreclosure, as mandated by the note and mortgage, have been satisfied.”

(Citation omitted; internal quotation marks omitted.) *Bank of New York v. Conway*, 50 Conn. Sup. 189, 193-94, 916 A.2d 130 (2006). “[A] foreclosure complaint must contain certain allegations regarding the nature of the interest being foreclosed. These should include allegations relating to the parties and the terms of the operative instruments, the nature of the default giving rise to the right of foreclosure, the amount currently due and owing, the name of the record owner and of the party in possession, and appropriate prayers for relief. . . . The terms of the mortgage determine the necessary elements of the plaintiff’s prima facie case.” (Citation omitted; internal quotation marks omitted.) *New England Savings Bank v. Bedford Realty Corp.*, 246 Conn. 594, 610-11, 717 A.2d 713 (1998).

The evidence submitted, specifically, the copy of the note and corresponding allonge; the copy of the mortgage assignment; and the copy of the default notice, demonstrate that the plaintiff has provided sufficient evidentiary proof to make out its prima facie case. The copies of the note, the allonge and the mortgage assignment demonstrate that the plaintiff is indeed the owner of the note and mortgage. These documents undeniably show that the note and mortgage were assigned to the plaintiff



on or before December 8, 2010.<sup>2</sup> The defendant submitted a copy of the mortgage servicing transfer notice as proof that the plaintiff is not the owner of the note and mortgage. The defendant, however, misunderstands the terms of the servicing transfer notice. The servicing transfer notice does not serve the same function as an assignment of the note or mortgage. Rather, the servicing transfer notice merely entitles the transferee to collect payment on the note from the mortgagor and then requires the transferee to provide the loan originator, the owner of the note, with the payment collected. Thus, the defendant fails to provide evidentiary proof sufficient to raise a genuine issue of material fact as to whether the plaintiff is the owner of the note and mortgage.

Furthermore, the plaintiff provides a copy of the default notice that it sent to the defendant dated January 4, 2010. The default notice demonstrates that the defendant was in default on the note since November 1, 2009, and such default remained uncured at the time the notice was mailed. The notice also provides the defendant with thirty days from the date on the notice to cure the default. The defendant fails to provide any evidentiary proof to raise a genuine issue of material fact as to the defendant defaulting on the note. Therefore, there is no genuine issue of material fact that the defendant defaulted on the note.

In the present case, the mortgage provides that defendant cannot be in default until the defendant fails to make a monthly payment for at least thirty days, or if the

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<sup>2</sup> December 8, 2010, is the date that the mortgage assignment was signed. Therefore the court will consider this the effective date of the assignment as neither the assignment notes on the note nor the allonge are dated.

defendant fails to make a monthly payment before the next monthly payment is due. The copy of the default notice provided by the plaintiff demonstrates that more than sixty days elapsed after the defendant's failure to pay before the plaintiff provided the defendant with the default notice. Therefore, the court concludes that the plaintiff provides evidentiary proof sufficient to demonstrate that it fulfilled the conditions precedent to instituting this foreclosure action pursuant to the terms of the note and mortgage. Accordingly, the plaintiff is entitled to judgment as a matter of law and the court will grant the plaintiff's motion for summary judgment as to the defendant's liability on the complaint.

## II

### Special Defense

"Although the party seeking summary judgment has the burden of showing the nonexistence of any material fact . . . it [is] incumbent upon the party opposing summary judgment to establish a factual predicate from which it can be determined, as a matter of law, that a genuine issue of material fact exists." (Internal quotation marks omitted.) *Union Trust Company v. Jackson*, 42 Conn. App. 413, 417, 679 A.2d 421 (1996). "[S]ince a single valid [special] defense may defeat recovery, claimant's motion for summary judgment should be denied when any defense presents significant fact issues that should be tried." (Internal quotation marks omitted.) *Id.* "When a complaint and supporting affidavits establish an undisputed prima facie case for a foreclosure action, a court must only determine whether [a] special defense is legally sufficient before granting summary judgment." See *LaSalle*

*National Bank v. Shook*, Superior Court, judicial district of New London, Docket No. CV 549266 (July 13, 2011, *Martin, J.*), *aff'd*, 67 Conn. App. 93, 787 A.2d 32 (2001). “[T]he purpose of a special defense is to plead facts that are consistent with the allegations of the complaint but demonstrate, nonetheless, that the plaintiff has no cause of action. . . . A valid special defense at law to a foreclosure proceeding must be legally sufficient and address the making, validity or enforcement of the mortgage, the note or both.” (Internal quotation marks omitted.) *Emigrant Mortgage Co. v. D’Agostino*, 94 Conn. App. 793, 802, 896 A.2d 812, cert. denied, 278 Conn. 919, 901 A.2d 43 (2006). “[The Connecticut Appellate Court] recently stated that special defenses and counterclaims alleging a breach of an implied covenant of good faith and fair dealing . . . are not equitable defenses to a mortgage foreclosure.” (Internal quotation marks omitted.) *Fidelity Bank v. Krenisky*, 72 Conn. App. 700, 716-17, 807 A.2d 968 (2002).

Viewing the pleadings realistically, the court construes the defendant’s “special defenses” as setting forth only one special defense. The content of the defendant’s “special defenses” and the “amended special defenses” set forth arguments and factual allegations that amount to the defendant alleging a single special defense; that the plaintiff breached the implied covenant of good faith and fair dealing. The defendant alleges that the plaintiff breached the implied covenant of good faith and fair dealing by denying the defendant’s requests for modification; failing to give the defendant thirty-days notice to bring the account current; and by failing to provide answers to discovery requests. Breach of the implied covenant of

good faith and fair dealing, however, is not a recognized special defense to a foreclosure action in Connecticut. Therefore, the court concludes that the defendant fails to set forth a valid and legally sufficient special defense to the plaintiff's foreclosure action and the plaintiff is entitled to judgment as a matter of law on the complaint.

### III

#### Counterclaim

"[A]ny party may move for summary judgment upon any counterclaim or cross complaint as if it were an independent action. . . ." Practice Book § 17-44. "Because a counterclaim is a separate and distinct action . . . a party seeking summary judgment on both a complaint and a counterclaim must file an appropriate motion addressed to each." (Citations omitted; internal quotation marks omitted.) *Miller v. Bourgoïn*, 28 Conn. App. 491, 500, 613 A.2d 292, cert. denied, 223 Conn. 927, 614 A.2d 825 (1992).

In its counterclaim, the defendant alleges: 1) that the plaintiff failed to produce the original and unaltered promissory note on the mortgage; 2) that the plaintiff has failed to produce any document demonstrating that the plaintiff has an ownership interest in the note; and 3) that the plaintiff has wrongfully demanded and collected payment from the defendant on the note. In its memorandum of law, the plaintiff argues that it is entitled to summary judgment as to the defendant's counterclaim because the plaintiff is the legal owner of the note, the plaintiff has

produced the original note demonstrating its legal interest and that having this legal interest in the note entitles the plaintiff to collect such payment.

The court construes the defendant's counterclaim as setting forth allegations that constitute a wrongful collection cause of action. See General Statutes § 36a-646.<sup>3</sup> The court views the defendant's counterclaim in conjunction with the evidence set forth by both parties for the motion for summary judgment. There is but one way that a reasonable person could conclude regarding ownership of the note. As discussed in section I, both parties provided documentary evidence demonstrating that the plaintiff is the legal owner of the note. (Plaintiff's Exhibits A and C; Defendant's Exhibits B, C, and D.) Also discussed in section I, the servicing transfer did not deprive the plaintiff of its ownership interest in the note, as the defendant argues. The documentary evidence demonstrates that there is no genuine issue of material fact that the plaintiff is the legal owner of the note. As such, the plaintiff has the legal right to collect payment on the note from the defendant. Furthermore, the defendant does not provide any evidentiary proof sufficient to demonstrate that the plaintiff engaged in any objectionable conduct that would serve as a basis for a wrongful collection claim. The court concludes that there is no genuine issue of material fact as to the plaintiff's method of collecting the debt on the note and that the plaintiff is entitled to summary judgment on the defendant's counterclaim. Therefore,

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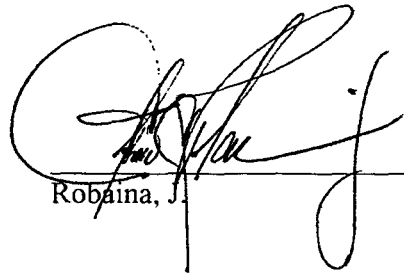
<sup>3</sup> General Statutes § 36a-646 provides: "No creditor shall use any abusive, harassing, fraudulent, deceptive or misleading representation, device or practice to collect or attempt to collect any debt."

the court will grant the plaintiff's motion for summary judgment as to the defendant's counterclaim.

**CONCLUSION**

For the reasons stated above, the court finds that there is no genuine issue as to the defendant's liability on the complaint. The defendant's special defense does not bar the court from granting the plaintiff's motion for summary judgment. There is no genuine issue as to the plaintiff's manner of collecting payment on the note.

Accordingly, the plaintiff is entitled to summary judgment as a matter of law. The court hereby grants the plaintiff's motion for summary judgment on the complaint and the counterclaim.

  
Robaina, J.

**Exhibit P**

DOCKET NO. CV10-6009500-s

GMAC Mortgage LLC  
VS.

Todd Silber

Superior Court  
Judicial District of  
Hartford.  
At Hartford.

January 17<sup>th</sup> 2012.

***Motion to Reargue***

This Motion is being filed, Pursuant to the Connecticut Practice Book S 11-12.

To the response for the Motion for Summary Judgment filed by the plaintiff, Which was ruled granted "Judgment in Part", by the Honorable Judge Antonio C. Robaina, entered Dec 27<sup>th</sup>, 2011.

The Defendant is filing this Motion to Reargue and humbly request its approval, on the focus that an aspect of law has been overlooked and/or factual mistake have been made.

In the Defendants defenses and special defenses the Defendant has laid out many valid facts, backed by valid material evidence. However in Haste, the Defendant wrongfully compiled all of his defenses into 1 defense, Breach of Covenant to bargain in good faith and fair dealings. This has been deemed not applicable in a foreclosure defense. The Defendant apologies for this confusion and at this time but has determined that matters of law have been overlooked.

At this time, the Defendant ask for this motion to Reargue be granted on the grounds of New Evidence pertaining to new Defenses, Breech of Contract, that have been overlooked.

On or about Nov 2008, the Defendant did enter a legal binding contract with a Loan Originator who shortly afterwards transferred the servicing of said Note/Mortgage to the Plaintiff. The Note/Mortgage is in regards to 73 farnham rd. South Windsor Ct. 06074. (The property pertaining to this foreclosure)

However The Plaintiff has breeched this contract. The Defense wishes to bring up and acknowledge this complaint as a valid defense as to matter of law. The Plaintiff is in breech of the said contract, The bank Note.

On Exhibit B-1, Page 1 of The Bank note. Section 6-B under Default, clearly states that the Lender/Service, in this case the plaintiff. May pursue full payment and foreclosure except were limited by HUD Guidelines.

OFFICE OF THE CLERK  
SUPERIOR COURT  
HARTFORD, CT  
JAN 17 P 2:51



Exhibit F-1 and F-2, A disclosure released by the Secretary of HUD, public affairs. It clearly states that all FHA backed Mortgages must participate in FHA's loss mitigation programs.

On or About November 2009, the defendant was given work out packets and applications by the plaintiff. The Defendant was told if he met the guidelines then he would receive a modification. The Defendant met all the guidelines and terms and conditions according to FHA, but was still never fairly considered for a work out payment plan/home modification.

On or About April 2010, the Defendant and Plaintiff entered the CT, mediation program. During this time the Plaintiff failed to properly and fairly review the defendant's applications and or paperwork pertaining to a work out plan/loan modification. The plaintiff repeatedly bargained in bad faith, by making false promises and making false representation of fact that was detrimental to the Defendant, these false facts were spoken to the Court Mediator, Richard Tynan as well as the Defendant.

On or about June of 2011, the Defendant made application to EHLP, a HUD/ FHA backed program that would help home owners in default. The Defendant was denied this program do to the fact the Plaintiff made False representation of fact, which was detrimental to the Defendant that disqualified him EHLP approval. EHLP was a \$50,000 forgivable loan, that would pay back the past do Arrearages as well as monthly mortgage assistance for 6 months. On or about August 2011, the Plaintiff filed with the court a Itemization sheet that showed the Defendant past do \$37325.49 as of 8/9/2011 (Exhibit K). On or about Sept 1<sup>st</sup> 2011, the Plaintiff told CHFA. (the underwriters for the EHLP program) That the Defendants ARREARGES, past do was \$43,736.80. In 20 days the amount past due had jumped close to \$6500. Which in result according to terms and conditions from EHLP, disqualified the Defendant from participation by exceeding the \$50,000 mark by \$494. (EXHIBIT J). It is the Defendants understanding that the CHFA only required the past do arrearages. Which is contractual obligations, not court or lawyer fee's. Even So, the Defendant has sat in many foreclosure proceedings and does not recall court/lawyer fee's ever being anywhere near \$6500. There have been no appraisals on the property, no evaluations, and no monthly itemizations given to the defendant. It is The Defenses opinion that this was a representation of fact, done purposely. That was detrimental to the Defendant once again receiving the aid from a FHA/HUD appointed program. False Representation of Fact is Bank Fraud by definition, and the Defendant overlooked this Valid Defense in his original defense/special defenses.

The Defendant is simply stating that according to the bank note in question, the Defendant was entitled to be FAIRLY Considered for a Loan modification under the terms of FHA loss mitigation programs. (EXHIBIT A 1-4)

The Defendant was repeatedly misled and wrongfully considered/denied based on untrue facts and guidelines deemed by the plaintiff. The Plaintiff has repeatedly told the Defendant that he was denied a modification because unemployment could not be used as income. The plaintiff made this claim during the CT. Mediation process in front of Court Mediator Richard Tynan as well. EXHIBIT C shows that according to a GMAC

employee, Carmen Starr, from the EXECUTIVE offices of GMAC. She states in a letter to Joseph Champs of the Ct. Attorney Generals office. That the Defendant did not receive a modification because FHA guidelines do not allow Unemployment to be used as verifiable income. The Fact is FHA has always allowed Unemployment to be used as verifiable income. The Defendant reached out to Congressman Larsons office, and through the aid of said office was able to discover the truth. (EXHIBIT D).

On May 30<sup>th</sup> 2011, In an email from Jeffrey Knickerbockers, Hunt Liebert Jacobson Attorney. Mr. Knickerbocker informed the Defendant that once the Defendant defaulted in his mortgage he was not entitled to any negotiations. (EXHIBIT E). However HUD guidelines clearly state, that a Home owner must be in default of their current mortgage contract in order to negotiate or qualify for a modification. (EXHIBIT A-4)

With the current evidence provided above, it is in the Defendants highest opinion that the plaintiff never properly or fairly considered him for a work out plan/home modification. They unfairly, and wrongfully denied applications and plea's from the Defendant or others acting on the Defendants behalf. They were bound by the NOTE/ contract to follow guidelines. Let the evidence and exhibits presented in this motion show they failed to properly and Fairly consider the Defendant for any kind of work out plan or home modification.

The Defendant once again Humbly Request that this motion to reargue be granted on the grounds that the Defendant previously overlooked material fact and/or made mistakes. The Defendant beseeches the Court, to allow these new defenses added in this motion, Breach of Contract and Bank Fraud, to be heard.

Respectfully, Todd Silber  
Pro-Se Defendant.

 1/17/2012

Todd Silber  
73 Farnham Rd.  
South Windsor Ct. 06074  
860-922-4156

**The Foregoing motion having been considered by the court, it is hereby  
Ordered: Granted/ Denied.**

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**Judge/Clerk**

**CERTIFICATION.**

**I Hereby Certify that a copy of the foregoing Motion and all attached exhibits has  
Been mailed, via certified mail on 1/17/2012 to the following.**

**Hunt Liebert Jacobson  
50 Weston St.  
Hartford Ct. 06120**

A handwritten signature in black ink, appearing to read 'Todd Silber', followed by the date '1/17/2012' written in a cursive style.

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**Todd Silber  
Pro-Se Defendant  
73 Farnham Rd.  
South Windsor Ct. 06074  
860-922-4156**






ASSISTANT SECRETARY FOR HOUSING-  
FEDERAL HOUSING COMMISSIONER

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, DC 20410-8000

**Questions and Answers: ML 09-23 / FHA-Home Affordable Modification Program,  
and subsequent guidance**

The following questions were received via [hsg-lossmit@hud.gov](mailto:hsg-lossmit@hud.gov) and will be updated periodically.

**A. Basic Program Guidelines**

- 
- 1) FHA-HAMP does not solve for homeowners who are current on their mortgage, but claim imminent default, correct? FHA-HAMP requires that a homeowner be past due at least 1 installment, due to a valid reason for default (and not intentional default).

*No. Mortgagee Letter 10-04, dated 01/22/2010, states in part, "...In order for an FHA-insured loan that is at risk of imminent default to qualify for modification under FHA-HAMP, the borrower must first successfully participate in a four-month trial modification period...."*

- 2) Can you advise the effective date, and where to find online training?

*Per ML 2009-23, it is August 15, 2009. Please register and take online training at <https://eclass.hud-nscctraining.com>.*

- 3) GNMA recently updated their buy-out procedures, but is still only allowing buy-out at the 91st day of delinquency. If a homeowner is not 91 days delinquent or greater after the trial period, how can we complete the modification/partial claim piece if the loan is in a GNMA pool?

*GNMA All Participants Memo 09-14 states in part, "...Issuers will be permitted to repurchase FHA loans from Ginnie Mae pools if a borrower has been approved to participate in FHA's trial modification program and the loan has been in a state of continuous default for more than 90 days, as of the date of repurchase." If the mortgage is in default, and three trial modification payments - which are less than the full unmodified mortgage payment - are made successfully, then the mortgage will have been in a state of continuous default for more than 90 days. If the mortgage is not delinquent, the trial period must be 4 months, as stated in ML 10-04. Therefore, any loan approved to participate in the HAMP program where any portion of any single payment is delinquent for 90 days meets the Ginnie Mae requirement and can be repurchased on the 91 day to execute the modification.*

- 4) In general, when an issue is not addressed, can we follow HMP rules?

**Questions and Answers: ML 09-23 / FHA-Home Affordable Modification Program,  
and subsequent guidance**

The following questions were received via [hsg-lossmit@hud.gov](mailto:hsg-lossmit@hud.gov) and will be posted as submitted.

- 2) What if the homeowner fails to send documents back, and never enters the trial period - can they be re-evaluated for FHA-HAMP at a later date?

*Yes.*

- 3) Do we have to have to launch a separate HAMP Spoliation Campaign As of right now we solicit all borrowers for LM Assistance at the 50, 95, 105, 125 date of delinquency. Our collections department tries to call the customer up until the date of foreclosure sale.

*No, FHA is not prescribing each lender's HAMP solicitation campaign.*

- 4) If a customer has ignored all LM Spoliations and Collection Attempts does this imply that the customer is not interested in LM Assistance and we can start Foreclosure? If a customer has applied for LM Assistance we should not be starting foreclosure until we have reviewed the financial package in order to determine if the customer would qualify for assistance, correct?

*Loss Mitigation is based on the borrower cooperating and providing the requested information. If a lender is in the Loss Mitigation review process they should be aware of the first legal deadline (FLD). If the lender needs additional time to complete the review, they should submit an extension of time request through EVARS (FHA's online extensions and variances submission system) prior to the FLD. Under ML 2000-05, General Program Requirements, Section L, if the lender approves a borrower for a loss mitigation option, documents it in their servicing notes and reports it to Single Family Default Monitoring System (SFDMS) but is unable to compete it prior to the expiration of the FLD date, the lender is entitled to a 90 day extension of the FLD. Enter the expiration date of this automatic extension to Form HUD-27011, Part A, block 19, when filing a disposition claim (e.g., conveyance, preforeclosure, etc.).*

- 5) Based on the questions asked in #4, should the same logic be applied to customers who are currently facing a Foreclosure Sale?

*It depends on whether or not the borrower has provided information to the lender to review for Loss Mitigation. Lenders are required to review for Loss Mitigation through the whole default cycle including foreclosure. Likewise, they must take into consideration FLD and request an extension - if needed -- through EVARS, especially in start/stop states.*



- 6) Should we foreclose on a borrower who has not responded to LM Solicitations and avoided collection attempts?



**Questions and Answers: ML 09-23 / FHA-Home Affordable Modification Program,  
and subsequent guidance**

The following questions were received via [hsg-lossmit@hud.gov](mailto:hsg-lossmit@hud.gov) and will be posted as submitted.

made available to provide more relief for our at-risk borrowers.


*The program was designed to align with GNMA pooling requirements.  
Consequently, at this time, only 30 year terms are allowed.*


b. As a state housing finance agency using mortgage revenue bond financing, we can't change the term of our loans to extend beyond the term originally stated in the bond offering.

*If state bond requirements prohibit re-amortization to 30 years, lender needs to document their servicing file with the reason borrower was not approved for FHA-HAMP.*

c. If re-amortizing the loan to 30 years extends the new maturity date by more than 10 years, can the loan still be modified under the FHA-HAMP?

*Yes, ML 09-23 requires all loans be re-amortized to 30 years.*

- 
- 2) A servicer must comply with all FHA Mortgage Modification requirements – previous and new requirements for the FHA-HAMP. In previous requirements the borrower needed to be seriously delinquent before certain treatments could be provided. For example, a borrower must be 120 days delinquent or > before a Partial Claim can be used. Also – incentives are not paid to the servicer if the borrower is not at least 90 days delinquent at the time of modification. Given the current housing market and economic environment, we believe these two requirements should be removed and allow servicers to be incented to work with borrowers earlier in the delinquency and provide relief sooner. Our analysis would prove the earlier the intervention the more often a solution can be found and the more successful the customer is at maintaining the new payment.



*Yes, the borrower has to be one full payment past due and placed in a 3 month trial plan, or current and placed in a 4-month trial modification for the modified mortgage payment. The purpose of the evaluation for other loss mitigation options is that a lender may determine that a borrower has a temporary disruption of income, which may be overcome by standard loss mitigation retention tools. In those situations, the lender may choose to utilize a formal forbearance or repayment plan until the borrower is eligible for formal loss mitigation tools.*

**N. Property Eligibility**

- 1) The FHA-insured property must be the mortgagor's primary residence. This is fully understandable – but the statement goes on to say that it must be their ONLY residence. Are we to interpret the borrower cannot own a second home to qualify?

**Questions and Answers: ML 09-23 / FHA-Home Affordable Modification Program,  
and subsequent guidance**

The following questions were received via [hsg-lossmit@hud.gov](mailto:hsg-lossmit@hud.gov) and will be posted as submitted.

*extension of time request to FHA through EVARS and request additional  
time to review for FHA-HAMP.*

- 12) Does the FHA-HAMP list delinquency requirements? I saw that loans with delinquency of 91 days or greater must be run through the standard HUD waterfall (SFB, Mod, PC). Does this mean that if we can complete one of those options, we cannot review for FHA-HAMP?



*Yes, the borrower has to be one full payment past due and placed in a 3-month trial plan, or if current, placed in a 4-month trial modification for the modified mortgage payment.*

*Borrowers who do not qualify for standard loss mitigation options must be reviewed for FHA-HAMP.*

- 13) What if we can solve for the delinquency using one of the "standard" options, but this does not solve for 31% payment-to-income ratio? Do we proceed with FHA-HAMP review, or solve using a "standard" HUD option?

*Lenders are required to use standard loss mitigation first.*

- 14) Are the borrowers eligible for the HAMP program at day 31? Traditional modifications are at 61 days and partial claims are at 91 days for eligibility, which makes me think that anything less than 60 days delinquent would either be looked at for a Special Forbearance or the HAMP program. Is that correct?

*Yes, the borrower has to be one full payment past due or placed in a trial modification for the modified mortgage payment.*

- 15) Is this program mandatory? Are we required to solicit borrowers who may qualify?

*Yes. The evaluation of FHA borrowers for loss mitigation is mandatory. The loss mitigation priority order, as defined on page 3 of the attachment to ML 09-23 states that FHA-HAMP can be utilized only if the mortgagor(s) does not qualify for current home retention options.*

**E. Mortgagee Incentives**

- 1) From my understanding the customer will have to sign a loan modification agreement and a Partial Claim Subordinate Note and Mortgage?

*Yes.*



Loan No: 722  
Borrower: TODD SILBER

ID: 861  
FHA Case No.  
061-3357655 703

NOTE

MIN: 7222

November 20, 2008

73 FARNHAM ROAD  
SOUTH WINDSOR, CONNECTICUT 06074  
[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means NORWICH COMMERCIAL GROUP, INC. D/B/A NORCOM MORTGAGE and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of TWO HUNDRED THIRTY-SIX THOUSAND EIGHT HUNDRED TWENTY-THREE and NO/100 Dollars (U.S. \$ 236,823.00 ), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of SIX and ONE/HALF percent ( 6.500 % ) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on January 1, 2009. Any principal and interest remaining on the first day of December, 2038, will be due on that date, which is called the "Maturity Date".

(B) Place

Payment shall be made at 139 SIMSBURY ROAD, AVON, CONNECTICUT 06001, or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 1,496.88. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to This Note for Payment Adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box.]

☐ Graduated Payment Allonge ☐ Growing Equity Allonge ☐ Other [Specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of FIFTEEN calendar days after the payment is due, Lender may collect a late charge in the amount of 4.00 % of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

MULTISTATE FHA NOTE

(Page 1 of 2 Pages) 10/95

INITIALS: 

Loan No: 722

Data ID: 861

**7. WAIVERS**

Borrower 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 Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

**8. GIVING OF NOTICES**

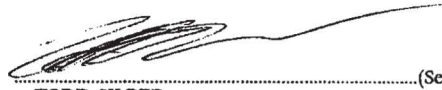
Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is 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. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

  
.....(Seal)  
TODD SILBER —Borrower

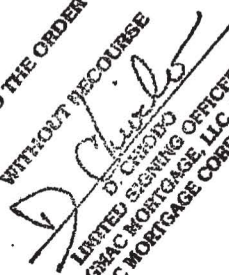
[Sign Original Only]

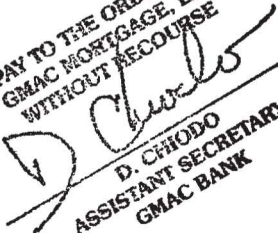
PAY TO THE ORDER OF  
WELLS FARGO BANK, N.A.  
WITHOUT RECOURSE

NORWICH COMMERCIAL GROUP, INC. D/B/A NORCOM  
MORTGAGE

By: \_\_\_\_\_  
PHILIP R. DEERONZO, PRESIDENT

SEE ATTACHED ALLONGE

PAY TO THE ORDER OF  
WITHOUT RECOURSE  
  
D. CHIODO  
LIMITED SERVING OFFICER  
GMAC MORTGAGE, LLC d/b/a  
GMAC MORTGAGE CORPORATION

PAY TO THE ORDER OF  
GMAC MORTGAGE, LLC  
WITHOUT RECOURSE  
  
D. CHIODO  
ASSISTANT SECRETARY  
GMAC BANK

From: Starr, Carmen - IA [mailto:Carmen.Starr@gmam.com]  
Sent: Wednesday, December 08, 2010 8:31 AM  
To: Chambers, Joseph J.  
Subject: FW: Request from Todd Silber (CT AG PI# 368825)

Mr. Chambers,

Good morning. In regard to Mr. Silber's request for a loan modification, our records indicate a complaint was received from the Connecticut Department of Banking in April 2010 and multiple complaints from Congressman Larson's office between May 2010 and September 2010. A copy of the responses issued to Mr. Silber on April 30, 2010 (Department of Banking complaint), May 5, August 13, and October 12, 2010 (congressional complaint) are attached (letters only - if you would like all of the attachments referenced in these letters, please let me know and I can mail them to you).

GMAC Mortgage, LLC ("GMACM") has reviewed Mr. Silber's account for a loan modification four times (January 13, February 15, March 15 and April 12, 2010). Due to guideline changes, unemployment income can not be utilized when reviewing an account for a loan modification. Based on our telephone conversation with Mr. Silber on December 6, 2010, he was still unemployed and the only other income he is receiving is rental income (same information received in April 2010). As our letter to Mr. Silber on October 12, 2010 indicates, a new financial analysis package was required before the end of the forbearance plan (November 1, 2010). A new financial analysis package was mailed to Mr. Silber on November 12, 2010, and a second notice requesting the complete package was mailed to Mr. Silber via certified mail (9171923172001450894599) on November 29, 2010 (copy enclosed). As of today, December 8, 2010, we have not received an updated financial analysis package.

A mediation hearing was scheduled for November 19, 2010; however, Mr. Silber requested a continuance and a new mediation hearing is scheduled for December 20, 2010.

The account was referred to foreclosure on March 19, 2010, as it was due for the November 1, 2009 and subsequent payments. At this time the account remains in foreclosure as it is due for the January 1, 2010 and subsequent payments; however, no sale date has been scheduled.

As the enclosed letters indicate, GMACM has tried to work with Mr. Silber to modify his loan. As program guidelines do not allow the use of unemployment, the only income Mr. Silber receives is from rent and with rental income only 75% of this income can be used. This means that based on the \$500.00 a month rental income, only \$375.00 can be used as income for a modification review. To allow Mr. Silber time to increase his income (find unemployment) or decrease his expenses, a six-month partial pay forbearance plan was approved. With this plan, GMACM agreed to accept half of the contractual payment or \$995.40 from June 1, 2010 through November 1, 2010. Unfortunately, not everyone qualifies for a loan modification and the assistance we can offer with a loan modification is based on affordability.

Should you have any further questions or concerns, please feel free to contact me at 1-800-627-0128, extension 2367588.

Carmen Starr  
Advocacy Resolution Specialist  
Executive Office  
Direct dial - 1-319-236-7588  
phone 1-800-766-4622 ext. 236-7588  
fax 1-866-472-3253



The response from HUD is below regarding the guidelines.

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

From: HUD

Sent: Thursday, February 24, 2011 8:41 AM

To: Perrone, Lisa H.

Subject: Unemployment

Exhibit D

Here is an excerpt from the attachment to ML 2009-23:

Underwriting -

Monthly Gross Income The mortgagor's Monthly Gross Income amount before any payroll deductions includes wages and salaries, overtime pay, commissions, fees, tips, bonuses, housing allowances, other compensation for personal services, Social Security payments, including Social Security received by adults on behalf of minors or by minors intended for their own support, annuities, insurance policies, retirement funds, pensions, disability or death benefits, unemployment benefits, rental income and other income.

Here is an excerpt from a Q&A dated April 2010:

Underwriting - Monthly Gross Income

1) Are customers who unemployed but are collecting unemployment benefits and meet the other requirements for the HMP Eligible for this workout? If so is there a time restriction to the time when this workout is approved to the day when the benefits would run out? For example, the customer is unemployed but will receive unemployment benefits for the next 12 months and can provide proof of this? If this is allowed are we allowed to approve traditional loan modifications and partial claims using the same logic?

See ML 09-23's Attachment for income guidelines and ML 2000-05 for the financial analysis guidelines.

2) Does PITI include HOA fees as in HMP program?

Yes.

3) ~~How long must unemployment benefits last to be considered income?~~

~~Unemployment income must be documented with reasonable assurance of its continuance for at least 12 months.~~

4) What is acceptable documentation to support alimony, child support or unemployment income? If the borrower elects to use alimony or child support income to qualify, acceptable documentation includes photocopies of the divorce decree, separation agreement or other type of legal written agreement or court decree that provides for the payment of alimony or child support and states the amount of the award and the period of time over which it will be received. Servicers must determine that the income will continue for at least 12 months. The borrower must present proof of full, regular and timely payment, such as deposit slips, bank statements or signed federal income tax returns.

If the borrower has other income such as unemployment, acceptable documentation includes letters, exhibits, or benefits statement from the provider that states the amount, frequency and duration of the benefit. The servicer must obtain copies of signed federal income tax returns, IRS W-2

<http://www.hud.gov/offices/hsq/sfh/nsc/ml0923qa.pdf>

Clearly there has to be some time remaining on unemployment benefits in order for them to be considered income for the HAMP.

**Subject:** RE: Settlement, reinstatement offer  
**From:** Jeffrey Knickerbocker (jknickerbocker@huntleibert.com)  
**To:** silber\_spades@yahoo.com;  
**Date:** Monday, May 30, 2011 12:09 PM

EXHIBIT E

Thank you for your email. As we discussed on the phone, I will forward your offer to my client. I want to make clear that our position is that the GMAC arrearage is correct, not incorrect as your email states below.

Also, our position is that you signed a note and mortgage that required you to make monthly payments, and you breached that agreement. At that point, our client did not have any obligation to negotiate anything. Further, our client was well within its rights to commence a foreclosure action. We are ready to litigate that issue.

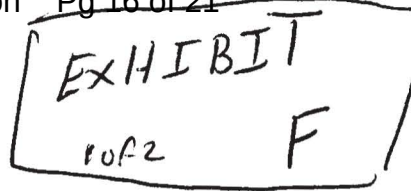
However, I will forward your proposal to our client and I will let you know what the response is.

Jeffrey M. Knickerbocker, Esq.  
Hunt Leibert Jacobson, P.C.  
50 Weston St.  
Hartford, CT 06120  
Tel: 860-241-1621  
Fax: 860-241-1721

jknickerbocker@huntleibert.com

AMONG THE LEGAL SERVICES THIS LAW FIRM PROVIDES IS DEBT COLLECTION AND ANY INFORMATION PROVIDED BY YOU WILL BE USED FOR THAT PURPOSE. This e-mail is intended only for the person or entity to which it is addressed and may contain information that is privileged, confidential or otherwise protected from disclosure. Distribution or copying of this e-mail or the information herein by anyone other than the intended recipient, or an employee or agent responsible for delivering the message to the intended recipient, is prohibited. If you have received this e-mail in error, please notify the sender immediately and destroy the original message and all copies. Hunt Leibert strives to provide exemplary service. Please feel free to contact us at [feedback@huntleibert.com](mailto:feedback@huntleibert.com) with any comments you may have.

HUD &gt; Press Room &gt; Press Releases &gt; 2011 &gt; HUDNo.11-139



HUD No. 11-139  
HUD Public Affairs  
(202) 708-0980  
Treasury Public Affairs  
(202) 622- 2960

FOR RELEASE  
Thursday  
July 07, 2011

**OBAMA ADMINISTRATION OFFERS ADDITIONAL  
MORTGAGE RELIEF TO UNEMPLOYED HOMEOWNERS**

*Adjustments to FHA and MHA requirements to allow 12-  
month Forbearances*

(Washington, DC)-Today, the Obama Administration announced adjustments to Federal Housing Administration (FHA) requirements that will require servicers to extend the forbearance period for unemployed homeowners to 12 months. The Administration also intends to require servicers participating in the Making Home Affordable Program (MHA) to extend the minimum forbearance period to 12 months wherever possible under regulator and investor guidelines. These adjustments will provide much needed assistance for unemployed homeowners trying to stay in their homes while seeking re-employment. These changes are intended to set a standard for the mortgage industry to provide more robust assistance to unemployed homeowners in the economic downturn.

The changes to FHA's Special Forbearance Program announced today will require servicers to extend the forbearance period for FHA borrowers who qualify for the program from four months to 12 months and remove upfront hurdles to make it easier for unemployed borrowers to qualify.

"The current unemployment forbearance programs have mandatory periods that are inadequate for the majority of unemployed borrowers," **U.S. Housing and Urban Development Secretary Shaun Donovan** said. "Today, 60 percent of the unemployed have been out of work for more than three months and 45 percent have been out of work for more than six. Providing the option for a year of forbearance will give struggling homeowners a substantially greater chance of finding employment before they lose their home."

Changes to MHA's Home Affordable Unemployment Program (UP) will require participating servicers to extend the minimum forbearance period from 3 months



to 12 months for eligible unemployed homeowners, whenever possible subject to investor and regulator guidance for each mortgage loan. Additionally, forbearance under UP will become available to borrowers who are seriously delinquent.

Exhibit  
P  
2 of 2

All FHA-approved servicers must participate in FHA's Loss Mitigation Program, which includes the Special Forbearance program. In addition to extending the forbearance period and removing the up-front hurdles for borrowers, the FHA also reemphasized its requirement that servicers conduct a review at the end of the forbearance period to evaluate the borrower for all additional, applicable foreclosure assistance programs and notify the borrower in writing whether or not he/she qualifies for any other available option. If the borrower does not qualify for any foreclosure assistance option, the servicer must provide the borrower with the reason for denial and allow the borrower at least seven calendar days to submit additional information that may impact the servicer's evaluation.

These reforms build on successful Administration initiatives to support unemployed borrowers through the \$7.6 billion Hardest Hit Fund and the \$1 billion Emergency Homeowner Loan Program (EHLF). The Hardest Hit Fund, first announced in February 2010, provides support to 18 states and the District of Columbia, which represent the areas hardest hit by steep home price declines and unemployment, to design and implement programs to help struggling homeowners avoid foreclosure. Participating states have dedicated approximately seventy percent of program funds toward programs to help homeowners struggling with unemployment or underemployment. As of this month, each participating state is accepting applications from borrowers and providing direct mortgage assistance to those that qualify.

The EHLF program complements the Hardest Hit Fund, by serving the remaining 32 states and Puerto Rico. Congress provided \$1 billion dollars to HUD, as part of the Dodd-Frank Wall Street Reform and Consumer Protection Act, to implement the recently launched program. EHLF assists homeowners who have experienced a reduction in income and are at risk of foreclosure due to involuntary unemployment, underemployment due to economic conditions or a medical condition. EHLF is expected to aid up to 30,000 distressed borrowers, with an average loan of approximately \$35,000.

September 01, 2011

EXHIBIT I

Revised 9/1/11

Todd Silber  
73 Farnham Road  
South Windsor, CT 06074

Re: Application for Emergency Homeowners' Loan Program (EHLPP) Mortgage Loan

Dear Todd Silber,

The Connecticut Housing Finance Authority (CHFA) has determined that you are eligible under the Emergency Homeowners' Loan Program. Enclosed you will find the EHLPP Approval and Loan Commitment providing details of the program as well as the terms and conditions of your approval. Under the terms of EHLPP, the maximum loan amount available per household is \$50,000.00. That is the total amount available for both initial disbursement to pay your mortgage arrearage and total of all monthly assistance to be provided combined. Based upon verified figures provided by your lender including an arrearage of \$43,736.80, monthly assistance is available for up to 5 months. CHFA has determined your monthly contribution to your mortgage payment will be \$878.54. Monthly assistance under the program will be \$1,112.26. Please review the notice thoroughly, initial the bottom of pages 1 and 2 and sign and date it appropriately at the bottom of page 3 and return it to CHFA.

CONDITIONS: You must provide a satisfactory copy of your homeowner's insurance declarations page reflecting CHFA as loss payee as indicated in the approval notice no later than 5 business days prior to your closing. You must contact your first mortgage lender to insure the lender escrows for property taxes and homeowners insurance and that your mortgage payment includes the amount necessary for these escrows.

CHFA will contact you to schedule your closing. Please feel free to contact the CHFA Customer Service Call Center at 860-571-3500 or toll free at 877-571-CHFA (2432) for questions regarding your Emergency Homeowner's Loan Program mortgage loan.

Sincerely,



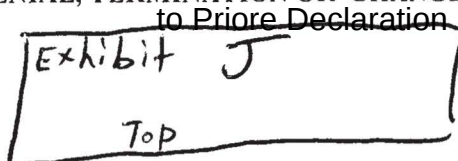
Kimberly J. Misenti  
Manager, Operations and Underwriting, Special Programs





Todd Silber

73 Farnham Road  
South Windsor, CT 06074



Pg 19 of 21

CONNECTICUT HOUSING FINANCE AUTHORITY  
999 West Street  
Rocky Hill, CT 06067  
860-571-3500 or 877-571-2432

- I. ☒ Your request for a Federal Emergency Homeowners' Loan Program loan was carefully considered, and we regret that we are unable to approve your application for the reason(s) listed in Section III.
- II. ☐ We can, however, offer you credit on the following terms:

If this offer is acceptable to you, please notify us within 10 days at the address and telephone number listed above.

**III. Principal Reason(s) for Credit Denial, Termination or Other Action Taken Concerning Credit:**

**A. Credit**

- |                                                                                    |                                                                             |
|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| <input type="checkbox"/> No credit file                                            | <input type="checkbox"/> Garnishment or attachment                          |
| <input type="checkbox"/> Insufficient number of credit references provided         | <input type="checkbox"/> Foreclosure or repossession                        |
| <input type="checkbox"/> Limited credit experience                                 | <input type="checkbox"/> Collection action or judgment                      |
| <input type="checkbox"/> Poor credit performance with                              | <input type="checkbox"/> Unacceptable type of credit references provided    |
| <input type="checkbox"/> Delinquent past or present credit obligations with others | <input type="checkbox"/> Unable to verify credit references                 |
| <input type="checkbox"/> Bankruptcy                                                | <input type="checkbox"/> Number of recent inquiries on credit bureau report |

**B. Income and Employment**

- |                                                                             |                                                            |
|-----------------------------------------------------------------------------|------------------------------------------------------------|
| <input type="checkbox"/> Unable to verify income                            | <input type="checkbox"/> Unable to verify employment       |
| <input type="checkbox"/> Income insufficient for amount of credit requested | <input type="checkbox"/> Temporary or irregular employment |
| <input type="checkbox"/> Excessive obligations in relation to income        | <input type="checkbox"/> Length of employment              |

**C. Residence**

- |                                                     |                                              |
|-----------------------------------------------------|----------------------------------------------|
| <input type="checkbox"/> Length of residence        | <input type="checkbox"/> Temporary residence |
| <input type="checkbox"/> Unable to verify residence |                                              |

**D. Other**

- |                                                                                                                                                                                                                                                                                                                             |                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Credit application incomplete                                                                                                                                                                                                                                                                      | <input type="checkbox"/> Value or type of collateral not sufficient |
| <input checked="" type="checkbox"/> Specify: The maximum loan amount available is insufficient to reinstate the current mortgage and provide the monthly assistance required for a minimum of 6 months. The applicants' current aggregate household income is insufficient to cover the housing expense after reinstatement |                                                                     |

**IV. Disclosure of Use of Information Obtained from an Outside Source:**

- ☒ Disclosure Inapplicable
- ☐ Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You also have right to a free copy of your report from the reporting agency if you request it no later than 60 days after your receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

(If the Consumer Reporting Agency complies and maintains files on consumers on a nationwide basis, provide a toll-free telephone number.)

- ☐ Our credit decision was based in whole or in part on information obtained from an affiliate or from an outside source other than a consumer reporting agency. Under the Fair Credit Reporting Act, you have a right to make a written request, no later than 60 days after you receive this notice, for the disclosure of the nature of this information.

**V. ECOA Notice**

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this creditor is:

Agency: Federal Trade Commission  
Consumer Response Center  
600 Pennsylvania Avenue, NW  
Washington, DC 20580  
1-877-382-4357

**B. Income and Employment**

- ☐ Unable to verify income ☐ Unable to verify employment  
☐ Income insufficient for amount of credit requested ☐ Temporary or irregular employment  
☐ Excessive obligations in relation to income ☐ Length of employment

**C. Residence**

- ☐ Length of residence ☐ Temporary residence  
☐ Unable to verify residence

**D. Other**

- ☐ Credit application incomplete ☐ Value or type of collateral not sufficient  
☒ Specify: The maximum loan amount available is insufficient to reinstate the current mortgage and provide the monthly assistance required for a minimum of 6 months. The applicants' current aggregate household income is insufficient to cover the housing expense after reinstatement

Exhibit J  
Bottom

**IV. Disclosure of Use of Information Obtained from an Outside Source:**

- ☒ Disclosure Inapplicable  
☐ Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You also have right to a free copy of your report from the reporting agency if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

(If the Consumer Reporting Agency complies and maintains files on consumers on a nationwide basis, provide a toll-free telephone number.)

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Agency: Federal Trade Commission  
Consumer Response Center  
600 Pennsylvania Avenue, NW  
Washington, DC 20580  
1-877-382-4357

**HOME MORTGAGE DISCLOSURE ACT NOTICE (CONNECTICUT)**

THE CONNECTICUT HOME MORTGAGE DISCLOSURE ACT PROHIBITS DISCRIMINATION AGAINST HOME PURCHASE LOAN, HOME IMPROVEMENT LOAN OR OTHER MORTGAGE LOAN APPLICANTS SOLELY ON THE BASIS OF THE LOCATION OF THE PROPERTY TO BE USED AS SECURITY. THE AGENCY WHICH ENFORCES COMPLIANCE WITH THIS LAW IS:

DEPARTMENT OF BANKING  
260 CONSTITUTION PLAZA  
HARTFORD, CT 06103

IF YOU BELIEVE YOU HAVE BEEN UNFAIRLY DISCRIMINATED AGAINST, YOU MAY FILE A WRITTEN COMPLAINT WITH THE COMMISSIONER OF BANKING AT THE ABOVE ADDRESS.

If you have any questions regarding this Notice, contact us at the address and/or telephone number provided above.

Notice: ☒ Mailed  
Delivered

Date: 9/23/11

By: Alanna C. Kabel  
Alanna C. Kabel



FHA Paper  
43,736.80  
 $1112.26 \times 6 = 6757.56$   
\$50,494.36  
\$494 over Maximum Allowance

\$37325.89  
 $1112.26 \times 6 = 6757.56$   
\$44088.05  
close to  
\$6000 under

Exhibit  
K

Principal Balance \$234,176.00

Interest from 12/1/2009 to 8/9/2011 @ 6.5% APR	\$26,637.45
Expense Advance	\$1,577.30
Escrow	\$9,443.53
Fees	\$90.00
Pre-Acceleration Late Charges	\$398.15
Suspense Balance	(\$1,750.80)
<b>TOTAL:</b>	<b>\$270,571.63</b>

Amount Paid  
Do is Exceptional  
Lower then  
Total to  
FHA/EHLP Program.  
Resulting in Denial.

39120.83  
~~39120.83~~  
36395.33

12. The interest rate as of the date of this Affidavit is 6.5% per annum.
13. The Per Diem rate of interest after 8/9/2011 is \$42.28.
14. Plaintiff is the holder of the Note and Mortgage.
15. Plaintiff has been forced to incur attorney's fees and costs to collect this indebtedness.
16. Plaintiff has satisfied any and all conditions precedent to enforcing this instrument.

~~924.00~~  
930.16

**Exhibit Q**

CLOSED,PROSE,STAYED

**U.S. District Court**  
**United States District Court for the District of Connecticut (New Haven)**  
**CIVIL DOCKET FOR CASE #: 3:12-cv-01087-JCH**

Silber v. GMAC Mortgage LLC  
Assigned to: Judge Janet C. Hall  
Cause: 15:1601 Truth in Lending

Date Filed: 07/26/2012  
Date Terminated: 06/05/2014  
Jury Demand: None  
Nature of Suit: 371 Truth in Lending  
Jurisdiction: Federal Question

**Plaintiff**

**Todd Silber**

represented by **Todd Silber**  
73 Farnham Rd.  
South Windsor, CT 06074  
860-922-4156  
PRO SE

V.

**Defendant**

**GMAC Mortgage LLC**

represented by **Andrew L Baldwin**  
Prince, Lobel & Tye LLP-MA  
100 Cambridge St., Suite 2200  
Boston, MA 02114  
617-456-8182  
Fax: 617-456-8100  
Email: abaldwin@princelobel.com  
*TERMINATED: 09/17/2013*  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Jennifer Anne Gagosz Farrell**  
City of Meriden  
Dept. of Law  
City Hall 142 E. Main St.  
Suite 240  
Meriden, CT 06450  
203-630-4045  
Fax: 203-630-7907  
Email: jfarrell@meridenct.gov  
*TERMINATED: 02/14/2013*  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Marissa I. Delinks**

Hinshaw & Culbertson, LLP-MA  
28 State Street 24th Floor  
Boston, MA 02109  
617-213-7000  
Fax: 617-213-7001  
Email: mdelinks@hinshawlaw.com  
**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

**Michael F. Dowley**  
Dowley & Associates  
116 Washington St.  
Middletown, CT 06457  
347-9987  
Email: dowleylaw@snet.net  
**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

**Richard E. Briansky**  
McCarter & English, LLP-MA  
265 Franklin Street  
Boston, MA 02110  
617-449-6568  
Fax: 617-607-9312  
Email: rbriansky@mccarter.com  
**TERMINATED: 09/17/2013**  
**LEAD ATTORNEY**  
**PRO HAC VICE**  
**ATTORNEY TO BE NOTICED**

**Valerie N. Doble**  
Hinshaw & Culbertson, LLP-MA  
28 State Street 24th Floor  
Boston, MA 02109  
617-213-7035  
Fax: 617-213-7001  
Email: vdoble@hinshawlaw.com  
**LEAD ATTORNEY**  
**ATTORNEY TO BE NOTICED**

Date Filed	#	Docket Text
07/26/2012	<a href="#"><u>1</u></a>	NOTICE OF REMOVAL by GMAC Mortgage LLC from Hartford Superior Court, case number HHD-CV-12-5036301-S. Filing fee \$ 350 receipt number 0205-2576418, filed by GMAC Mortgage LLC. (Attachments: # <a href="#"><u>1</u></a> Exhibit State Complaint)(Farrell, Jennifer) (Entered: 07/26/2012)
07/26/2012	<a href="#"><u>2</u></a>	NOTICE of Appearance by Jennifer Anne Gagosz Farrell on behalf of GMAC Mortgage LLC (Farrell, Jennifer) (Entered: 07/26/2012)

07/26/2012	<a href="#">3</a>	NOTICE by GMAC Mortgage LLC re <a href="#">1</a> Notice of Removal to <i>Superior Court</i> (Farrell, Jennifer) (Entered: 07/26/2012)
07/26/2012	<a href="#">4</a>	NOTICE by GMAC Mortgage LLC re <a href="#">1</a> Notice of Removal <i>Notice to Silber</i> (Farrell, Jennifer) (Entered: 07/26/2012)
07/26/2012	<a href="#">5</a>	NOTICE by GMAC Mortgage LLC re <a href="#">1</a> Notice of Removal <i>Notice of No Pending Motions</i> (Farrell, Jennifer) (Entered: 07/26/2012)
07/26/2012	<a href="#">6</a>	EXHIBIT <i>Civil Cover Sheet</i> by GMAC Mortgage LLC re <a href="#">1</a> Notice of Removal. (Farrell, Jennifer) (Entered: 07/26/2012)
07/26/2012		Judge Janet C. Hall added. (Malone, P.) (Entered: 07/27/2012)
07/26/2012	<a href="#">7</a>	Order on Pretrial Deadlines: Motions to Dismiss due on 10/26/2012. Amended Pleadings due by 9/24/2012. Discovery due by 1/25/2013. Dispositive Motions due by 2/24/2013. Signed by Clerk on 7/26/2012. (Fazekas, J.) (Entered: 07/27/2012)
07/26/2012	<a href="#">8</a>	STANDING PROTECTIVE ORDER. Signed by Judge Janet C. Hall on 7/26/2012. (Fazekas, J.) (Entered: 07/27/2012)
07/26/2012	<a href="#">9</a>	ENTERED IN ERROR - ELECTRONIC FILING ORDER - PLEASE ENSURE COMPLIANCE WITH COURTESY COPY REQUIREMENTS IN THIS ORDER. Signed by Judge Janet C. Hall on 7/26/2012. (Fazekas, J.) Modified on 8/6/2012 (Fazekas, J.). (Entered: 07/27/2012)
07/27/2012	<a href="#">10</a>	NOTICE TO COUNSEL: Counsel initiating or removing this action is responsible for serving all parties with attached documents and copies of <a href="#">7</a> Order on Pretrial Deadlines, <a href="#">2</a> Notice of Appearance filed by Jennifer Anne Gagosz Farrell on behalf of GMAC Mortgage LLC, <a href="#">4</a> Notice of Filing to Silber filed by GMAC Mortgage LLC, <a href="#">9</a> Electronic Filing Order, <a href="#">3</a> Notice of Filing to Superior Court filed by GMAC Mortgage LLC, <a href="#">5</a> Notice of No Pending Motions filed by GMAC Mortgage LLC, <a href="#">6</a> Civil Cover Sheet filed by GMAC Mortgage LLC, <a href="#">1</a> Notice of Removal filed by GMAC Mortgage LLC, <a href="#">8</a> Standing Protective Order. Signed by Clerk on 7/27/2012. (Attachments: # <a href="#">1</a> Removal Standing Order)(Fazekas, J.) (Entered: 07/27/2012)
07/30/2012		Set Deadlines/Hearings: Rule 26 Meeting Report due by 9/10/2012 (DeRubeis, B.) (Entered: 07/30/2012)
08/01/2012	<a href="#">11</a>	MOTION for Extension of Time until 08/09/2012 <i>Assented to by Plaintiff (verbal)</i> Respond to Complaint by GMAC Mortgage LLC. (Farrell, Jennifer) (Entered: 08/01/2012)
08/02/2012	<a href="#">12</a>	ORDER granting <a href="#">11</a> Motion for Extension of Time until 8/9/2012 to respond to complaint contained in <a href="#">1</a> Notice of Removal. Signed by Clerk on 8/2/2012. (Lewis, D) (Entered: 08/02/2012)
08/02/2012		Answer deadline updated for GMAC Mortgage LLC to 8/9/2012. (Lewis, D) (Entered: 08/03/2012)
08/07/2012	<a href="#">19</a>	OBJECTION re <a href="#">1</a> Notice of Removal by Todd Silber. (Torrenti, R.) (Entered: 08/21/2012)

08/09/2012	<a href="#">13</a>	NOTICE by GMAC Mortgage LLC <i>REGARDING REMOVAL</i> re <a href="#">10</a> Notice to Counsel (Farrell, Jennifer) Modified on 8/9/2012 to add link (Kelsey, N.). (Entered: 08/09/2012)
08/09/2012	<a href="#">14</a>	Corporate Disclosure Statement by GMAC Mortgage LLC. (Farrell, Jennifer) (Entered: 08/09/2012)
08/09/2012	<a href="#">15</a>	MOTION for Extension of Time until 5 days after Court rules on plaintiff's motion to remand to Answer Complaint <a href="#">1</a> Notice of Removal by GMAC Mortgage LLC. (Farrell, Jennifer) (Entered: 08/09/2012)
08/15/2012	16	NOTICE OF E-FILED CALENDAR: THIS IS THE ONLY NOTICE COUNSEL/THE PARTIES WILL RECEIVE.ALL PERSONS ENTERING THE COURTHOUSE MUST PRESENT PHOTO IDENTIFICATION. Telephonic Status Conference set for 8/24/2012 03:15 PM in Chambers Room 417, 915 Lafayette Blvd., Bridgeport, CT before Judge Janet C. Hall re: <a href="#">15</a> Motion for Extension of Time. Counsel are requested to participate in this conference, via telephone. This conference call is to be arranged between counsel. Once all parties are on the line, please telephone chambers at (203) 579-5554. (DeRubeis, B.) (Entered: 08/15/2012)
08/15/2012	17	NOTICE TO COUNSEL: Counsel for defendant, GMAC Mortgage, is requested to coordinate the telephonic conference scheduled for 8/24/2012 with pro se plaintiff, Re 16 Calendar Entry. Once all parties are on the line, please telephone chambers at (203) 579-5554. SO ORDERED by Judge Janet C. Hall on 8/15/2012. (DeRubeis, B.) (Entered: 08/15/2012)
08/20/2012	<a href="#">18</a>	NOTICE of Appearance by Michael F. Dowley on behalf of GMAC Mortgage LLC (Dowley, Michael) (Entered: 08/20/2012)
08/24/2012	20	Minute Entry. Proceedings held before Judge Janet C. Hall: Terminating as moot <a href="#">15</a> Motion for Extension of Time based on Plaintiff's Oral Motion during the hearing withdrawing <a href="#">19</a> Objection re <a href="#">1</a> Notice of Removal, which this court construes as a Motion to Remand. The deadline for Plaintiff to file his Amended Complaint is set for 8/31/2012. The deadline for Defendant to file a Motion to Dismiss is set for 9/21/2012. Miscellaneous Hearing held on 8/24/2012. 10 minutes. (Court Reporter T. Fidanza.) (Kutner, J) (Entered: 08/24/2012)
08/24/2012		Set Deadlines/Hearings: Amended Pleadings due by 8/31/2012 (Lewis, D) (Entered: 09/07/2012)
08/31/2012	<a href="#">21</a>	AMENDED COMPLAINT against GMAC Mortgage LLC, filed by Todd Silber.(Lewis, D) (Entered: 09/07/2012)
09/10/2012	<a href="#">22</a>	MOTION for Extension of Time until court's discretion Rule 26(f) meeting report Set Deadlines/Hearings by GMAC Mortgage LLC. (Farrell, Jennifer) (Entered: 09/10/2012)
09/10/2012	<a href="#">23</a>	MOTION for Attorney(s) Richard E. Briansky to be Admitted Pro Hac Vice (paid \$25 PHV fee; receipt number 0205-2621869) by GMAC Mortgage LLC. (Farrell, Jennifer) (Entered: 09/10/2012)
09/10/2012	<a href="#">24</a>	



		MOTION for Attorney(s) Andrew L. Baldwin to be Admitted Pro Hac Vice (paid \$25 PHV fee; receipt number 0205-2621875) by GMAC Mortgage LLC. (Farrell, Jennifer) (Entered: 09/10/2012)
09/11/2012	25	ORDER granting <a href="#">23</a> Motion to Appear Attorney Richard E. Briansky for GMAC Mortgage LLC added. Certificate of Good Standing due by 11/10/2012. Signed by Clerk on 9/11/2012. (Perez, J.) (Entered: 09/11/2012)
09/11/2012	26	ORDER granting <a href="#">24</a> MOTION for Attorney(s) Andrew L. Baldwin to be Admitted Pro Hac Vice. Certificate of Good Standing due by 11/10/2012. Signed by Clerk on 9/11/2012. (Perez, J.) (Entered: 09/11/2012)
09/12/2012	27	NOTICE TO COUNSEL/PRO SE LITIGANTS: COUNSEL AND PRO SE LITIGANTS ARE HEREBY ADVISED THAT EFFECTIVE SEPTEMBER 19, 2012, ALL COURT PROCEEDINGS BEFORE JUDGE JANET C. HALL PREVIOUSLY SCHEDULED IN BRIDGEPORT CONNECTICUT, WILL BE HELD IN COURTROOM 1, 141 CHURCH STREET, NEW HAVEN, CONNECTICUT. PARTIES REQUESTED TO PARTICIPATE IN TELEPHONIC CONFERENCES ON OR AFTER SEPTEMBER 19, 2012, SHOULD TELEPHONE CHAMBERS AT (203) 773-2427. THIS IS THE ONLY NOTICE PARTIES WILL RECEIVE.. Signed by Clerk on 9/12/12. (Kelsey, N.) (Entered: 09/12/2012)
09/17/2012	<a href="#">28</a>	CERTIFICATE OF GOOD STANDING re <a href="#">23</a> MOTION for Attorney(s) Richard E. Briansky to be Admitted Pro Hac Vice (paid \$25 PHV fee; receipt number 0205-2621869) by GMAC Mortgage LLC. (Briansky, Richard) (Entered: 09/17/2012)
09/17/2012	<a href="#">29</a>	CERTIFICATE OF GOOD STANDING re <a href="#">24</a> MOTION for Attorney(s) Andrew L. Baldwin to be Admitted Pro Hac Vice (paid \$25 PHV fee; receipt number 0205-2621875) by GMAC Mortgage LLC. (Baldwin, Andrew) (Entered: 09/17/2012)
09/17/2012	<a href="#">30</a>	CERTIFICATE OF SERVICE by GMAC Mortgage LLC re <a href="#">29</a> Certificate of Good Standing (Baldwin, Andrew) (Entered: 09/17/2012)
09/21/2012	<a href="#">31</a>	ANSWER to <a href="#">21</a> Amended Complaint with Affirmative Defenses. <i>with Certificate of Service</i> by GMAC Mortgage LLC.(Baldwin, Andrew) (Entered: 09/21/2012)
09/24/2012	<a href="#">32</a>	ANSWER to Complaint (Notice of Removal) by GMAC Mortgage LLC.(Pesta, J.) (Entered: 09/24/2012)
10/02/2012	33	ORDER denying <a href="#">22</a> MOTION for Extension of Time until court's discretion Rule 26(f) meeting report Set Deadlines/Hearings. Motion denied. The 26f Report will be filed by 10/12/2012. SO ORDERED by Judge Janet C. Hall on 10/1/2012. (Lewis, D) (Entered: 10/02/2012)
10/11/2012	<a href="#">34</a>	NOTICE OF BANKRUPTCY Upon the Record as to GMAC Mortgage, LLC by GMAC Mortgage LLC. (Pesta, J.) (Entered: 10/11/2012)
10/15/2012	<a href="#">35</a>	REPORT of Rule 26(f) Planning Meeting. (Torrenti, R.) (Entered: 10/16/2012)
10/23/2012	<a href="#">36</a>	

		SCHEDULING ORDER re <a href="#">35</a> Report of Parties' Planning Meeting: Discovery due by 1/22/2013 Dispositive Motions due by 3/22/2013 Status Report due by 1/23/2013 Trial Brief due by 3/22/2013. Signed by Judge Janet C. Hall on 10/23/2012. (Lewis, D) (Entered: 10/25/2012)
01/30/2013	<a href="#">37</a>	NOTICE OF E-FILED CALENDAR: THIS IS THE ONLY NOTICE COUNSEL/THE PARTIES WILL RECEIVE. ALL PERSONS ENTERING THE COURTHOUSE MUST PRESENT PHOTO IDENTIFICATION. Telephonic Status Conference set for 2/13/2013 04:00 PM in Chambers Room 107, 141 Church St., New Haven, CT before Judge Janet C. Hall. Counsel/Pro Se Litigant are requested to participate in this conference, via telephone. Counsel for defendant shall coordinate this conference call with pro se litigant. Once all parties are on the line, please telephone chambers at (203) 773-2428. (DeRubeis, B.) (Entered: 01/30/2013)
02/13/2013	<a href="#">38</a>	MOTION for Jennifer Anne Gagosz Farrell to Withdraw as Attorney by GMAC Mortgage LLC. (Farrell, Jennifer) (Entered: 02/13/2013)
02/13/2013	<a href="#">39</a>	Minute Entry for proceedings held before Judge Janet C. Hall: Telephonic Status Conference held on 2/13/2013. The case remains stayed in light of the stay order issued in the related bankruptcy case. Counsel for defendants is directed to file a status report with this court three months from the date of this order relating to the status of that bankruptcy action. SO ORDERED by Judge Janet C. Hall. 20 minutes. (Court Reporter T. Fidanza.) (Kutner, J) (Entered: 02/13/2013)
02/14/2013	<a href="#">40</a>	ORDER granting <a href="#">38</a> Motion to Withdraw as Attorney. Attorney Jennifer Anne Gagosz Farrell terminated. SO ORDERED by Judge Janet C. Hall on 2/14/2013. (Lewis, D) (Entered: 02/14/2013)
05/20/2013	<a href="#">41</a>	NOTICE TO COUNSEL/PRO SE LITIGANTS: Counsel and Pro Se Litigants are reminded that a Joint Status Report was due on 5/13/2013 pursuant to the courts Order entered on 2/13/2013(Doc. No. 39). Counsel must file a Joint Status Report within 14 days of this Notice. Failure to file by this deadline may result in sanctions against counsel for failure to comply with the courts Order. SO ORDERED ( Status Report due by 6/3/2013) SO ORDERED by Judge Janet C. Hall on 5/20/2013.(Lewis, D) (Entered: 05/20/2013)
06/05/2013	<a href="#">42</a>	STATUS REPORT by GMAC Mortgage LLC, Todd Silber. (Torrenti, R.) (Entered: 06/05/2013)
06/10/2013	<a href="#">43</a>	ORDER re <a href="#">42</a> Status Report filed by GMAC Mortgage LLC, Todd Silber. Parties are to file a status report by 10/15/2013 ( Status Report due by 10/15/2013) SO ORDERED by Judge Janet C. Hall on 6/10/2013.(Lewis, D) (Entered: 06/10/2013)
09/12/2013	<a href="#">44</a>	NOTICE of Appearance by Valerie N. Doble on behalf of GMAC Mortgage LLC (Doble, Valerie) (Entered: 09/12/2013)
09/16/2013	<a href="#">45</a>	MOTION for Richard E. Briansky to Withdraw as Attorney by GMAC Mortgage LLC. (Briansky, Richard) (Entered: 09/16/2013)

09/16/2013	<a href="#">46</a>	MOTION for Andrew L. Baldwin to Withdraw as Attorney by GMAC Mortgage LLC. (Baldwin, Andrew) (Entered: 09/16/2013)
09/17/2013	47	ORDER granting <a href="#">45</a> Motion to Withdraw as Attorney; granting <a href="#">46</a> Motion to Withdraw as Attorney. Attorney Andrew L Baldwin and Richard E. Briansky terminated. SO ORDERED by Judge Janet C. Hall on 9/17/2013. (Lewis, D) (Entered: 09/17/2013)
10/15/2013	<a href="#">48</a>	NOTICE of Appearance by Marissa I. Delinks on behalf of GMAC Mortgage LLC <i>with Certificate of Service</i> . (Delinks, Marissa) (Entered: 10/15/2013)
11/04/2013	49	NOTICE TO COUNSEL/PRO SE LITIGANTS: Counsel and Pro Se Litigants are reminded that Joint Status Reports are due every 90 days unless a Motion for Summary Judgment has been filed or the case is set for trial. A Joint Status Report was last filed in this case on 6/5/2013. Counsel must file a Joint Status Report within 14 days of this Notice. Failure to file by this deadline may result in sanctions against counsel for failure to comply with the courts Order. SO ORDERED by Judge Janet C. Hall on 11/4/2013.(Lewis, D) (Entered: 11/04/2013)
11/04/2013		Set Deadlines/Hearings: Status Report due by 11/18/2013 (Lewis, D) (Entered: 11/04/2013)
11/18/2013	<a href="#">50</a>	Joint STATUS REPORT by GMAC Mortgage LLC. (Doble, Valerie) (Entered: 11/18/2013)
01/13/2014		Set Deadlines/Hearings: Status Report due by 2/18/2014 (Lewis, D) (Entered: 01/13/2014)
02/18/2014	<a href="#">51</a>	Joint STATUS REPORT by GMAC Mortgage LLC. (Doble, Valerie) (Entered: 02/18/2014)
05/16/2014	<a href="#">52</a>	ORDER re: Dismissal. Objections due by 6/6/2014 Signed by Judge Janet C. Hall on 5/16/14.(Pesta, J.) (Entered: 05/16/2014)
06/03/2014	<a href="#">53</a>	OBJECTION re <a href="#">52</a> Order filed by Todd Silber. (Malone, P.) Modified on 6/4/2014 (Lewis, D). (Entered: 06/03/2014)
06/05/2014	54	ORDER: This case is administratively closed in light of the defendant's bankruptcy. The case may be reopened at any time if a party needs it to be (e.g. because of activity in the state foreclosure actions) or if the stay is violated. Further, it will be reopened upon notice that the stay has been lifted, so long as the request is made no later than ninety (90) days after the stay is lifted. Counsel for the defendant is ordered to notify the court and the plaintiff when the stay is lifted. SO ORDERED by Judge Janet C. Hall on 6/5/2014.(Lewis, D) (Entered: 06/05/2014)

<b>PACER Service Center</b>
<b>Transaction Receipt</b>
01/06/2015 16:05:41

<b>PACER Login:</b>	mf1354:2923879:3945828	<b>Client Code:</b>	73214- 0000001-13849
<b>Description:</b>	Docket Report	<b>Search Criteria:</b>	3:12-cv-01087- JCH
<b>Billable Pages:</b>	5	<b>Cost:</b>	0.50

**Exhibit R**

FORECLOSURE MEDIATOR'S  
FINAL REPORT  
JD-CV-90 New 7-08

STATE OF CONNECTICUT  
SUPERIOR COURT  
www.jud.ct.gov



### Mediator's Final Report

Name of Case <u>MAC v Silber</u>	Docket Number <u>106009500</u>	Return Date <u>4-20-10</u>
Judicial District <u>Hartford</u>	Name of Mediator <u>Richard A Tynan</u>	Date Final Mediation Held <u>9/18/12</u>

The following is a report of the Mediation Session:

☐ Settled:

☐ To be Withdrawn by \_\_\_\_\_  
(Date)

☐ Stipulation for Judgment by \_\_\_\_\_  
(Date)

**FILED**

SEP 18 2012

HARTFORD J.D.

☒ Not Settled/Mediation Terminated:

☒ Issues Resolved TERMINATED by Mediator for  
Failure to Attend Mediation, notify court,  
notify opposing side.

☐ Issues Not Resolved \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ Referred \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ Defendant declined Mediation Session

Richard A Tynan  
Mediator's Signature

9/18/12  
Date

Please return court file to the Clerk's Office.

PRINT

RESET

142  
(enc)

**Exhibit S**

**United States District Court**  
**District of Connecticut: Bridgeport**

**FILED**

2012 AUG 31 P 12:19

U.S. DISTRICT COURT  
BRIDGEPORT, CONN

**Todd Silber (pro-se), Plaintiff**

**Case: 3:12-cv01087-Jch**

**Vs.**

**August 29<sup>th</sup> 2012**

**GMAC Mortgage LLC, Defendant**

**Plaintiffs Amended Complaint / Motion to Amend**

**Count ONE: Statements of Fact.**

- 1) The Defendant, GMAC Mortgage LLC. Has a registered agent according to the secretary of state listed as; Corporation Service Company, 50 weston St. Hartford Ct. 06120-1537, where the original complaint/summons, was served.
- 2) On or about Jan 1<sup>st</sup> 2009 the Defendant had sent a bill demanding payment on mortgage for the property located at 73 Farnham Rd. South Windsor Ct. 06074.
- 3) On or about August 2009 and since such time, the defendant has participated in various programs from State and Government, commonly known as loss mitigation. Programs set forth to help home owners stay in their homes during the 'mortgage crisis' and unemployment crisis. The Defendant WILLFULLY received funds and funding, commonly known as TARP funds, or bail out money.
- 4) On or about November 1<sup>st</sup> 2009, the plaintiff fell behind on said mortgage payment and began to 'work' with the defendant, applying for modification work out plans with the hopes of saving his home from foreclosure, and has continually done so as of this August 29<sup>th</sup> 2012.
- 5) On or about March 24<sup>th</sup> 2010 the Defendant began to foreclose on said mortgage and promissory note.
- 6) On or about June 1<sup>st</sup> 2010 the Plaintiff and Defendant entered into the Ct. court Mediation program and remained there until Feb 2011.
- 7) The property has been in foreclosure, and a case is still pending as of August 29<sup>th</sup> 2012.

**Count TWO: Breech of Contract.**



1: Paragraphs one through seven of Count one are hereby incorporated as paragraphs one through seven inclusive of this count two, and made part hereof as if more fully set forth.

- 8) During the Foreclosure process and proceedings the defendant breached said mortgage contract and 'alleged' promissory note. Whereas said Note states that under circumstances during Foreclosure the Defendant is bound and limited to HUD guidelines and regulation, and has failed to do so.
- 9) On or about June 1<sup>st</sup> 2010. The Plaintiff and Defendant reached a temporary agreement, a contract in writing and signed. The Agreement stated that Todd Silber would pay GMAC LLC modified, forbearance payments for a period of 6 months.
- 10) On or about July 1<sup>st</sup> 2010, the defendant, GMAC LLC, wrongfully terminated the agreement, Refused payment, breaching said agreement/contract.
- 11) During the Temporary agreement The Defendant wrongfully applied payments received from the Plaintiff, and failed to apply payment pursuant to said temporary agreement/contract.

Count THREE: Breach of Covenant to bargain in good faith and fair dealings / Failure to bargain in good faith.

1: Paragraphs one through seven inclusive to Count one and paragraphs seven through eleven inclusive to count two are hereby incorporated as paragraphs one through eleven inclusive of this count three, and made part hereof as if more fully set forth.

- 12) On or about June 1<sup>st</sup> 2010, the Plaintiff and Defendant entered into the Connecticut, court mediation program. During said programs the defendant failed to bargain in good faith and good intentions, which is a violation of a Hartford Superior Court standing order.
- 13) During the Mediation time, the defendant (who was the plaintiff at the time), failed to provide documents required by the court to be provided at each mediation session.
- 14) During the foreclosure and loss mitigation process, the defendant had wrongfully denied the plaintiff's modification /work out applications. The Plaintiff was entitled to a fair and accurate review and according to FHA/HUD regulation and guidelines would have qualified for said modification work out plans. And instead was wrongfully denied on untrue basis and conditions.
- 15) Pursuant to the 'Alleged' promissory Note attached to said mortgage contract. The Defendant failed to follow HUD guidelines, as well as FHA regulations while reviewing the loss mitigation applications filed by the Plaintiff.
- 16) On or about August 31<sup>st</sup> 2011. The Defendant provided in-accurate financial figures and information to CHFA (Connecticut Finance Housing authority). Resulting in a denial of

the EHLP program. A program that would of Given the Plaintiff a forgivable Loan of Fifty Thousand dollars. The program would have not only brought the Plaintiff current on his mortgage, but would have also assisted with monthly payments.

- 17) The Defendant has failed to hold up its commitment to the loan Modification process, and after receiving Billions of dollars in Aid, failed to perform the obligations required, pursuant to accepting Tarp Funds, Bailout Funds, federal aid, etc. The Defendant has repeatedly engaged in "dangling the Carrot" techniques, where upon reaching an agreement during a mediation session received requested documents and in return told the plaintiff that he would receive some sort of modification work out plan. However after the Plaintiff held up his end of the agreement, the Defendant failed to do so.

**Count FOUR: Bank Fraud and ROBO Signing**

1: Paragraphs one through seven inclusive to Count one and paragraphs seven through eleven inclusive to count two and paragraphs twelve through seventeen of count three are hereby incorporated as paragraphs one through seventeen inclusive of this count four, and made part hereof as if more fully set forth.

- 18) The Defendant has repeatedly made false representation of fact to the Superior Court personnel, as well as various State and Federal agencies acting on the Plaintiff's behalf.
- 19) The Defendant has repeatedly made false representation of fact that was detrimental to the plaintiff. Resulting in denials and/or refusals of modification work out plans, or other relief that would have saved the plaintiffs homes from the dangers of foreclosure.
- 20) In an Affidavit, filed by the Defendant on May 12<sup>th</sup> 2012 in the Hartford superior court. The Defendant is making false representation of fact that is Detrimental to the Plaintiff, to the Hartford Superior court; this is extremely detrimental to the Plaintiff. The affidavit is a crucial form that a foreclosing institute must have on file in order to be granted a "Motion of Strict Foreclosure". This is also a direct violation of the "unclean hands" act.
- 21) During the mediation program/meetings. The Defendant repeatedly made false representation of fact to the Court appointed mediator and the plaintiff, which was detrimental to the plaintiff benefiting from any positive outcome from mediation.
- 22) The Defendant has failed to show it ever properly and fairly conducted a modification review. As a hole the Defendant has admitted and/or it has been proven that the Defendant has Robo signed documents in the past, as well as falsifying certain documents. The Plaintiff makes complaint and believes that the Defendant has repeated said conduct, showing wanton disregards to rules and regulations
- 23) On or about May 2011, the Plaintiff had filed a motion of discovery and interrogatories with Hartford Superior court. One of the request, ask the Defendant to supply the

original "wet ink" bank note. At said time it was believed that the promissory Note they provided was said original. The Plaintiff now believes said note was not the original, and the Defendant had presented an altered, modified bank note to the Plaintiff as well as the Courts.

- 24) The Defendant has wrongfully pursued payments on a mortgage and wrongfully filed a foreclosure lawsuit on a promissory note that have been altered without the Plaintiffs knowledge, making said Mortgage contract and promissory Note, NOT Valid.

Count FIVE: Violation of Truth in Lending Act, U.S. code & Unfair Business Practices.

1: Paragraphs one through seven inclusive to Count one and paragraphs seven through eleven inclusive to count two and paragraphs twelve through seventeen of count three and paragraphs eighteen through twenty four of count four are hereby incorporated as paragraphs one through twenty four inclusive of this count five, and made part hereof as if more fully set forth.

- 25) The Defendant has illegally and fraudulently acquired the 'alleged' promissory note for the property at 73 Farnham rd. South Windsor Ct. 06074. The Note has been altered without the Plaintiffs knowledge.
- 26) The plaintiff has never received a "truth in lending" statement for the mortgage contract referenced in this complaint.
- 27) The Defendant never provided the plaintiff with proper documentation that it was the legal servicer of the Mortgage referenced in this complaint. Nor that it was acquiring said mortgage or being assigned said promissory note.
- 28) The defendant never provided the Plaintiff with a Welcome/Hello Letter.
- 29) The Defendant willfully acquired a mortgage which consists of falsification of the plaintiff's loan documents.

Count SIX: Wrongful foreclosure procedures.

1: Paragraphs one through seven inclusive to Count one and paragraphs seven through eleven inclusive to count two and paragraphs twelve through seventeen of count three and paragraphs eighteen through twenty four of count four and paragraphs twenty five through twenty nine of count five are hereby incorporated as paragraphs one through twenty nine inclusive of this count six, and made part hereof as if more fully set forth.

- 30) The Defendant has made it utterly impossible for the Plaintiff to receive any work out plans, or any relief that was available to save his home from Foreclosure. The Defendant has conducted itself in an unlawful, unethical, and immoral manner, acting in deceptive conduct during the foreclosure process.

- 31) The Defendant has rushed to foreclosure instead of fairly reviewing the Plaintiffs modification applications.
- 32) The Defendant has shown wanton disregard for Federal, state, as well as court appointed regulations. And has acted with repeated patterns of misconduct since the entire foreclosure process in the Superior court has begun.

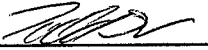
United States District Court  
District of Connecticut: Bridgeport

Todd Silber (pro-se), Plaintiff  
Vs.  
GMAC Mortgage LLC, Defendant

Case: 3:12-cv01087-Jch  
August 29th 2012

Statement of Amount in Demand


The Amount, legal interest, interest or property in demand is FIFTEEN THOUSAND DOLLARS or more, Exclusive interest and cost.

Plaintiff, Todd Silber  
By  Date 8/29/2012  
Todd Silber, 860-922-4156  
Self-Represented.  
73 Farnham Rd.  
South Windsor Ct. 06074

**CERTIFICATION OF SERVICE:**

This is to certify that a copy of the foregoing was mailed Via U.S. mail certified, On August 29<sup>th</sup> 2012. To the Following.

Jennifer G. Farrell  
Dowley & Associates  
116 Washington St.  
Middletown CT. 06457

  
BY Todd Silber date 8/29/2012

**Exhibit T**





## Home Affordable Modification Program

*Supplemental Directive 09-01*

*April 6, 2009*

### *Introduction of the Home Affordable Modification Program*

#### **Background**

On February 18, 2009, President Obama announced the Homeowner Affordability and Stability Plan to help up to 7 to 9 million families restructure or refinance their mortgages to avoid foreclosure. As part of this plan, the Treasury Department (Treasury) announced a national modification program aimed at helping 3 to 4 million at-risk homeowners – both those who are in default and those who are at imminent risk of default – by reducing monthly payments to sustainable levels. On March 4, 2009, the Treasury issued uniform guidance for loan modifications across the mortgage industry. This Supplemental Directive provides additional guidance to servicers for adoption and implementation of the Home Affordable Modification program (HAMP) for mortgage loans that are not owned or guaranteed by Fannie Mae or Freddie Mac (Non-GSE Mortgages).

Under the HAMP, a servicer will use a uniform loan modification process to provide a borrower with sustainable monthly payments. The guidelines set forth in this document apply to all eligible mortgage loans secured by one- to four-unit owner-occupied single-family properties.

In order for a servicer to participate in the HAMP with respect to Non-GSE Mortgages, the servicer must execute a servicer participation agreement and related documents (Servicer Participation Agreement) with Fannie Mae in its capacity as financial agent for the United States (as designated by Treasury) on or before December 31, 2009. The Servicer Participation Agreement will govern servicer participation in the HAMP program for all Non-GSE Mortgages. Servicers of mortgage loans that are owned or guaranteed by Fannie Mae or Freddie Mac should refer to the HAMP announcement issued by the applicable GSE.

The HAMP reflects usual and customary industry standards for mortgage loan modifications contained in typical servicing agreements, including pooling and servicing agreements (PSAs) governing private label securitizations. As detailed in the Servicer Participation Agreement, participating servicers are required to consider all eligible mortgage loans unless prohibited by the rules of the applicable PSA and/or other investor servicing agreements. Participating servicers are required to use reasonable efforts to remove any prohibitions and obtain waivers or approvals from all necessary parties in order to carry out any modification under the HAMP.

To help servicers implement the HAMP, this Supplemental Directive covers the following topics:

- HAMP Eligibility
- Underwriting
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### **HAMP Eligibility**

A Non-GSE Mortgage is eligible for the HAMP if the servicer verifies that all of the following criteria are met:

- The mortgage loan is a first lien mortgage loan originated on or before January 1, 2009.
- The mortgage loan has not been previously modified under the HAMP.
- The mortgage loan is delinquent or default is reasonably foreseeable; loans currently in foreclosure are eligible.
- The mortgage loan is secured by a one- to four-unit property, one unit of which is the borrower's principal residence. Cooperative share mortgages and mortgage loans secured by condominium units are eligible for the HAMP. Loans secured by manufactured housing units are eligible for the HAMP.
- The property securing the mortgage loan must not be vacant or condemned.
- The borrower documents a financial hardship and represents that (s)he does not have sufficient liquid assets to make the monthly mortgage payments by completing a Home Affordable Modification Program Hardship Affidavit and provides the required income documentation. The documentation supporting income may not be more than 90 days old (as of the date the servicer is determining HAMP eligibility).
- The borrower has a monthly mortgage payment ratio of greater than 31 percent.
- A borrower in active litigation regarding the mortgage loan is eligible for the HAMP.
- The servicer may not require a borrower to waive legal rights as a condition of the HAMP.
- A borrower actively involved in a bankruptcy proceeding is eligible for the HAMP at the servicer's discretion. Borrowers who have received a Chapter 7 bankruptcy discharge in a case involving the first lien mortgage who did not reaffirm the mortgage debt under applicable law are eligible, provided the Home Affordable Modification Trial Period Plan and Home Affordable Modification Agreement are revised as outlined in the *Acceptable Revisions to HAMP Documents* section of this Supplemental Directive.
- The borrower agrees to set up an escrow account for taxes and hazard and flood insurance prior to the beginning of the trial period if one does not currently exist.
- Borrowers may be accepted into the program if a fully executed Home Affordable Modification Trial Period Plan is in the servicer's possession on December 31, 2012.



- The current unpaid principal balance (UPB) of the mortgage loan prior to capitalization must be no greater than:
  - 1 Unit: \$729,750
  - 2 Units: \$934,200
  - 3 Units: \$1,129,250
  - 4 Units: \$1,403,400

Note: Mortgage loans insured, guaranteed or held by a federal government agency (e.g., FHA, HUD, VA and Rural Development) may be eligible for the HAMP, subject to guidance issued by the relevant agency. Further details regarding inclusion of these loans in the HAMP will be provided in a subsequent Supplemental Directive.

The HAMP documents are available through [www.financialstability.gov](http://www.financialstability.gov). Documents include the Home Affordable Modification Trial Period Plan (hereinafter referred to as Trial Period Plan), the Home Affordable Modification Agreement (hereinafter referred to as the Agreement), the Home Affordable Modification Program Hardship Affidavit (hereinafter referred to as the Hardship Affidavit) and various cover letters.

## **Underwriting**

### **Hardship Affidavit**

Every borrower and co-borrower seeking a modification, whether in default or not, must sign a Hardship Affidavit that attests to and describes one or more of the following types of hardship:

1. A reduction in or loss of income that was supporting the mortgage.
2. A change in household financial circumstances.
3. A recent or upcoming increase in the monthly mortgage payment.
4. An increase in other expenses.
5. A lack of sufficient cash reserves to maintain payment on the mortgage and cover basic living expenses at the same time. Cash reserves include assets such as cash, savings, money market funds, marketable stocks or bonds (excluding retirement accounts and assets that serve as emergency fund – generally equal to three times the borrower's monthly debt payments).
6. Excessive monthly debt payments and overextension with creditors, e.g., the borrower was required to use credit cards, a home equity loan, or other credit to make the mortgage payment.
7. Other reasons for hardship detailed by the borrower.

Note: The borrower is not required to have the Hardship Affidavit notarized.

### **Reasonably Foreseeable (Imminent) Default**

A borrower that is current or less than 60 days delinquent who contacts the servicer for a modification, appears potentially eligible for a modification, and claims a hardship must

be screened for imminent default. The servicer must make a determination as to whether a payment default is imminent based on the servicer's standards for imminent default and consistent with applicable contractual agreements and accounting standards. If the servicer determines that default is imminent, the servicer must apply the Net Present Value test.

In the process of making its imminent default determination, the servicer must evaluate the borrower's financial condition in light of the borrower's hardship as well as inquire as to the condition of and circumstances affecting the property securing the mortgage loan. The servicer must consider the borrower's financial condition, liquid assets, liabilities, combined monthly income from wages and all other identified sources of income, monthly obligations (including personal debts, revolving accounts, and installment loans), and a reasonable allowance for living expenses such as food, utilities, etc. The hardship and financial condition of the borrower shall be verified through documentation.

***Documenting the Reason for and Timing of Imminent Default***

A servicer must document in its servicing system the basis for its determination that a payment default is imminent and retain all documentation used to reach its conclusion. The servicer's documentation must also include information on the borrower's financial condition as well as the condition and circumstances of the property securing the mortgage loan.

**Net Present Value (NPV) Test**

All loans that meet the HAMP eligibility criteria and are either deemed to be in imminent default (as described above) or 60 or more days delinquent must be evaluated using a standardized NPV test that compares the NPV result for a modification to the NPV result for no modification. If the NPV result for the modification scenario is greater than the NPV result for no modification, the result is deemed "positive" and the servicer MUST offer the modification. If the NPV result for no modification is greater than NPV result for the modification scenario, the modification result is deemed "negative" and the servicer has the option of performing the modification in its discretion. For mortgages serviced on behalf of a third party investor for which the modification result is deemed "negative," however, the servicer may not perform the modification without express permission of the investor. If a modification is not pursued when the NPV result is "negative," the servicer must consider the borrower for other foreclosure prevention options, including alternative modification programs, deeds-in-lieu, and preforeclosure sale programs.

Whether or not a modification is pursued, the servicer MUST maintain detailed documentation of the NPV model used, all NPV inputs and assumptions and the NPV results.

Fannie Mae has developed a software application for servicers to submit loan files to the NPV calculator. The software application is available on the Home Affordable



Modification servicer web portal accessible through [www.financialstability.gov](http://www.financialstability.gov). On this portal, servicers will have access to the NPV calculator tool as well as detailed guidelines for submitting proposed modification data.

Servicers having at least a \$40 billion servicing book will have the option to create a version of the NPV calculator that uses a set of cure rates and redefault rates estimated based on the experience of their own portfolios, taking into consideration, if feasible, current LTV, current monthly mortgage payment, current credit score, delinquency status and other loan or borrower attributes. Detailed guidance on required inputs for custom NPV calculations is forthcoming.

For mortgages serviced on behalf of a third party investor, the servicer must use a discount rate at least as high as the rate used on the servicer's own portfolio, but in no event higher than the maximum rate permitted under the HAMP.

To obtain a property valuation input for the NPV calculator, servicers may use either an automated valuation model (AVM), provided that the AVM renders a reliable confidence score, or a broker's price opinion (BPO). A servicer may use an AVM provided by one of the GSEs. As an alternative, servicers may rely on their internal AVM provided that:

- (i) the servicer is subject to supervision by a Federal regulatory agency;
- (ii) the servicer's primary Federal regulatory agency has reviewed the model; and
- (iii) the AVM renders a reliable confidence score.

If a GSE AVM or the servicer AVM is unable to render a value with a reliable confidence score, the servicer must obtain an assessment of the property value utilizing a BPO or a property valuation method acceptable to the servicer's Federal regulatory supervisor. Such assessment must be rendered in accordance with the Interagency Appraisal and Evaluation Guidelines (as if such guidelines apply to loan modifications). In all cases, the property valuation used cannot be more than 90 days old.

### **Verifying Borrower Income and Occupancy Status**

Servicers may use recent verbal financial information obtained from the borrower and any co-borrower 90 days or less from the date the servicer is determining HAMP eligibility to assess the borrower's eligibility. The servicer may rely on this information to prepare and send to the borrower a solicitation for the HAMP and an offer of a Trial Period Plan. When the borrower returns the Trial Period Plan and related documents, the servicer must review them to verify the borrower's financial information and eligibility – except that documentation of income may not be more than 90 days old as of the determination of eligibility.

As an alternative, a servicer may require a borrower to submit the required documentation to verify the borrower's eligibility and income prior to preparing a Trial Period Plan. Upon receipt of the documentation and determination of the borrower's

eligibility, a servicer may prepare and send to the borrower a letter indicating that the borrower is eligible for the HAMP together with a Trial Period Plan.

The borrower will only qualify for the HAMP if the verified income documentation confirms that the monthly mortgage payment ratio prior to the modification is greater than 31 percent. The "monthly mortgage payment ratio" is the ratio of the borrower's current monthly mortgage payment to the borrower's monthly gross income (or the borrowers' combined monthly gross income in the case of co-borrowers). The "monthly mortgage payment" includes the monthly payment of principal, interest, property taxes, hazard insurance, flood insurance, condominium association fees and homeowner's association fees, as applicable (including any escrow payment shortage amounts subject to a repayment plan). When determining a borrower's monthly mortgage payment ratio, servicers must adjust the borrower's current mortgage payment to include, as applicable, property taxes, hazard insurance, flood insurance, condominium association fees and homeowner's association fees if these expenses are not already included in the borrower's payment. The monthly mortgage payment does not include mortgage insurance premium payments or payments due to holders of subordinate liens.

With respect to adjustable rate loans where there is a rate reset scheduled within 120 days after the date of the evaluation (a "Reset ARM"), the monthly mortgage payment used to determine eligibility will be the greater of (i) the borrower's current scheduled monthly mortgage payment or (ii) a fully amortizing monthly mortgage payment based on the note reset rate using the index value as of the date of the evaluation (the "Reset Interest Rate"). With respect to adjustable rate loans that reset more than 120 days after the date of the evaluation, the borrower's current scheduled monthly mortgage payment will be used to determine eligibility.

The borrower's "monthly gross income" is the borrower's income amount before any payroll deductions and includes wages and salaries, overtime pay, commissions, fees, tips, bonuses, housing allowances, other compensation for personal services, Social Security payments, including Social Security received by adults on behalf of minors or by minors intended for their own support, and monthly income from annuities, insurance policies, retirement funds, pensions, disability or death benefits, unemployment benefits, rental income and other income. If only net income is available, the servicer must multiply the net income amount by 1.25 to estimate the monthly gross income.

Servicers should include non-borrower household income in monthly gross income if it is voluntarily provided by the borrower and if there is documentary evidence that the income has been, and reasonably can continue to be, relied upon to support the mortgage payment. All non-borrower household income included in monthly gross income must be documented and verified by the servicer using the same standards for verifying a borrower's income.

The servicer may not require a borrower to make an up-front cash contribution (other than the first trial period payment) for the borrower to be considered for the HAMP.



The HAMP documents instruct the borrower (the term “borrower” includes any co-borrower) to provide the following financial information to the servicer:

If the borrower is employed:

- A signed copy of the most recently filed federal income tax return, including all schedules and forms, if available,
- A signed IRS Form 4506-T (Request for Transcript of Tax Return), and
- Copies of the two most recent paystubs indicating year-to-date earnings.
- For additional income such as bonuses, commissions, fees, housing allowances, tips and overtime, a servicer must obtain a letter from the employer or other reliable third-party documentation indicating that the income will in all probability continue.

If the borrower is self-employed:

- A signed copy of the most recent federal income tax return, including all schedules and forms, if available,
- A signed IRS Form 4506-T (Request for Transcript of Tax Return), and
- The most recent quarterly or year-to-date profit and loss statement for each self-employed borrower.
- Other reliable third-party documentation the borrower voluntarily provides.

Note: For both a salaried or a self-employed borrower, if the borrower does not provide a signed copy of the most recently filed federal income tax return, or if the Compliance Agent so requires, the servicer must submit the Form 4506-T to the IRS to request a transcript of the return.

If the borrower elects to use alimony or child support income to qualify, acceptable documentation includes:

- Photocopies of the divorce decree, separation agreement, or other type of legal written agreement or court decree that provides for the payment of alimony or child support and states the amount of the award and the period of time over which it will be received. Servicers must determine that the income will continue for at least three years.
- Documents supplying reasonably reliable evidence of full, regular and timely payments, such as deposit slips, bank statements or signed federal income tax returns.

If the borrower has other income such as social security, disability or death benefits, or a pension:

- Acceptable documentation includes letters, exhibits, a disability policy or benefits statement from the provider that states the amount, frequency, and duration of the benefit. The servicer must determine that the income will continue for at least three years.
- The servicer must obtain copies of signed federal income tax returns, IRS W-2 forms, or copies of the two most recent bank statements.

If the borrower receives public assistance or collects unemployment:

- Acceptable documentation includes letters, exhibits or a benefits statement from the provider that states the amount, frequency, and duration of the benefit. The servicer must determine that the income will continue for at least nine months.

If the borrower has rental income, acceptable documentation includes:

- Copies of all pages from the borrower's most recent two years of signed federal income tax returns and Schedule E – Supplemental Income and Loss. The monthly net rental income to be calculated for HAMP purposes equals 75 percent of the gross rent, with the remaining 25 percent considered vacancy loss and maintenance expense.

A servicer must confirm that the property securing the mortgage loan is the borrower's primary residence as evidenced by the most recent signed federal income tax return (or transcript of tax return obtained from the IRS), a credit report and one other form of documentation that would supply reasonable evidence that the property is the borrower's primary residence (such as utility bills in the borrower's name).

A servicer is not required to modify a mortgage loan if there is reasonable evidence indicating the borrower submitted false or misleading information or otherwise engaged in fraud in connection with the modification.

### **Standard Modification Waterfall**

Servicers are required to consider a borrower for a refinance through the Hope for Homeowners program when feasible. Consideration for a Hope for Homeowners refinance should not delay eligible borrowers from receiving a modification offer and beginning the trial period. Servicers must use the modification options listed below to begin the HAMP modification and work to complete the Hope for Homeowners refinance during the trial period.

Servicers must apply the modification steps enumerated below in the stated order of succession until the borrower's monthly mortgage payment ratio is reduced as close as possible to 31 percent, without going below 31 percent (the "target monthly mortgage payment ratio"). If the applicable PSA or other investor servicing agreement prohibits the servicer from taking a modification step, the servicer may seek approval for an exception.

Servicers are not precluded under the HAMP from agreeing to a modification that reduces the borrower's monthly mortgage payment ratio below 31% as long as the modification otherwise complies with the HAMP requirements. Similarly and where otherwise permitted by the applicable PSA or other investor servicing contract, servicers are not precluded under the HAMP from agreeing to a modification where the interest rate does not step up after five years, or where additional principal forbearance is substituted for extending the term as needed to achieve the target monthly mortgage payment ratio of 31%, so long as the modification otherwise complies with HAMP



requirements. However, borrower, servicer and investor incentive payments for these modifications will be paid based on modification terms that reflect the target monthly mortgage payment ratio and standard modification terms.

**Note:** If a borrower has an adjustable-rate mortgage (ARM) or interest-only mortgage, the existing interest rate will convert to a fixed interest rate, fully amortizing loan.

**Step 1:** Capitalize accrued interest, out-of-pocket escrow advances to third parties, and any required escrow advances that will be paid to third parties by the servicer during the trial period and servicing advances (costs and expenses incurred in performing its servicing obligation, such as those related to preservation and protection of the security property and the enforcement of the mortgage) paid to third parties in the ordinary course of business and not retained by the servicer, if allowed by state law. The servicer should capitalize only those third party delinquency fees that are reasonable and necessary. Fees permitted by Fannie Mae and Freddie Mac for GSE loans shall be considered evidence of fees that would be reasonable for non-GSE loans. Late fees may not be capitalized and must be waived if the borrower satisfies all conditions of the Trial Period Plan.

**Step 2:** Reduce the interest rate. If the loan is a fixed rate mortgage or an adjustable-rate mortgage, then the starting interest rate is the current interest rate. If the loan is a Reset ARM, the starting interest rate is the Reset Interest Rate.

Reduce the starting interest rate in increments of .125 percent to get as close as possible to the target monthly mortgage payment ratio. The interest rate floor in all cases is 2.0 percent.

- If the resulting rate is below the Interest Rate Cap, this reduced rate will be in effect for the first five years followed by annual increases of one percent per year (or such lesser amount as may be needed) until the interest rate reaches the Interest Rate Cap, at which time it will be fixed for the remaining loan term.
- If the resulting rate exceeds the Interest Rate Cap, then that rate is the permanent rate.

The “Interest Rate Cap” is the Freddie Mac Weekly Primary Mortgage Market Survey (PMMS) Rate for 30-year fixed rate conforming loans, rounded to the nearest 0.125 percent, as of the date that the Agreement is prepared.

**Step 3:** If necessary, extend the term and reamortize the mortgage loan by up to 480 months from the modification effective date (i.e., the first day of the month following the end of the trial period) to achieve the target monthly mortgage payment ratio. If a term extension is not permitted under the applicable PSA or other investor servicing agreement, reamortize the mortgage loan based upon an amortization schedule of up to 480 months with a balloon payment due at maturity. Negative amortization after the effective date of the modification is prohibited.

**Step 4:** If necessary, the servicer must provide for principal forbearance to achieve the target monthly mortgage payment ratio. The principal forbearance amount is non-interest

bearing and non-amortizing. The amount of principal forbearance will result in a balloon payment fully due and payable upon the earliest of the borrower's transfer of the property, payoff of the interest bearing unpaid principal balance, or maturity of the mortgage loan. The modified interest bearing balance (i.e., the unpaid principal balance excluding the deferred principal balloon amount) must create a current mark-to-market LTV (current LTV based upon the new valuation) greater than or equal to 100 percent if the result of the NPV test is negative and the servicer elects to perform the modification.

There is no requirement to forgive principal under the HAMP. However, servicers may forgive principal to achieve the target monthly mortgage payment ratio on a standalone basis or before any step in the standard waterfall process set forth above. If principal is forgiven, subsequent steps in the standard waterfall may not be skipped. If principal is forgiven and the interest rate is not reduced, the existing rate will be fixed and treated as the modified rate for the purposes of the Interest Rate Cap.

### **Verifying Monthly Gross Expenses**

A servicer must obtain a credit report for each borrower or a joint report for a married couple who are co-borrowers to validate installment debt and other liens. In addition, a servicer must consider information concerning monthly obligations obtained from the borrower either orally or in writing. The "monthly gross expenses" equal the sum of the following monthly charges:

- The monthly mortgage payment, taxes, property insurance, homeowner's or condominium association fee payments and assessments related to the property whether or not they are included in the mortgage payment.
- Any mortgage insurance premiums.
- Monthly payments on all closed-end subordinate mortgages.
- Payments on all installment debts with more than ten months of payments remaining, including debts that are in a period of either deferment or forbearance. When payments on an installment debt are not on the credit report or are listed as deferred, the servicer must obtain documentation to support the payment amount included in the monthly debt payment. If no monthly payment is reported on a student loan that is deferred or is in forbearance, the servicer must obtain documentation verifying the proposed monthly payment amount, or use a minimum of 1.5 percent of the balance.
- Monthly payment on revolving or open-end accounts, regardless of the balance. In the absence of a stated payment, the payment will be calculated by multiplying the outstanding balance by 3 percent.
- Monthly payment on a Home Equity Line of Credit (HELOC) must be included in the payment ratio using the minimum monthly payment reported on the credit report. If the HELOC has a balance but no monthly payment is reported, the servicer must obtain documentation verifying the payment amount, or use a minimum of one percent of the balance.
- Alimony, child support and separate maintenance payments with more than ten months of payments remaining, if supplied by the borrower.



- Car lease payments, regardless of the number of payments remaining.
- Aggregate negative net rental income from all investment properties owned, if supplied by the borrower.
- Monthly mortgage payment for second home (principal, interest, taxes and insurance and, when applicable, leasehold payments, homeowner association dues, condominium unit or cooperative unit maintenance fees (excluding unit utility charges)).

### **Total Monthly Debt Ratio**

The borrower's total monthly debt ratio ("back-end ratio") is the ratio of the borrower's monthly gross expenses divided by the borrower's monthly gross income. Servicers will be required to send the Home Affordable Modification Program Counseling Letter to borrowers with a post-HAMP modification back-end ratio equal to or greater than 55 percent. The letter states the borrower must work with a HUD-approved housing counselor on a plan to reduce their total indebtedness below 55 percent. The letter also describes the availability and advantages of counseling and provides a list of local HUD-approved housing counseling agencies and directs the borrower to the appropriate HUD website where such information is located. The borrower must represent in writing in the HAMP documents that (s)he will obtain such counseling.

Face-to-face counseling is encouraged; however, telephone counseling is also permitted from HUD-approved housing counselors provided it covers the same topics as face-to-face sessions. Telephone counseling sessions provide flexibility to borrowers who are unable to attend face-to-face sessions or who do not have an eligible provider within their area.

A list of approved housing counseling agencies is available at <http://www.hud.gov/offices/hsg/sfh/hcc/fc/> or by calling the toll-free housing counseling telephone referral service at 1-800-569-4287. A servicer must retain in its mortgage files evidence of the borrower notification. There is no charge to either borrowers or servicers for this counseling.

### **Mortgages with No Due-on-Sale Provision**

If a mortgage that is not subject to a due-on-sale provision receives an HAMP, the borrower agrees that the HAMP will cancel the assumability feature of that mortgage.

### **Escrow Accounts**

All of the borrower's monthly payments must include a monthly escrow amount unless prohibited by applicable law. The servicer must assume full responsibility for administering the borrower's escrow deposit account in accordance with the mortgage documents and all applicable laws and regulations. If the mortgage loan being considered for the HAMP is a non-escrowed mortgage loan, the servicer must establish an escrow deposit account prior to the beginning of the trial period. Servicers who do not

have this capacity must implement an escrow process within six months of signing the Servicer Participation Agreement. However, the servicer must ensure that the trial payments include escrow amounts and must place the escrow funds into a separate account identified for escrow deposits.

Servicers are encouraged to perform an escrow analysis prior to establishing the trial period payment. When performing an escrow analysis, servicers should take into consideration tax and insurance premiums that may come due during the trial period. When the borrower's escrow account does not have sufficient funds to cover an expense and the servicer advances the funds necessary to pay an expense to a third party, the amount of the servicer advance that is paid to a third party may be capitalized.

In the event the initial escrow analysis identifies a shortage – a deficiency in the escrow deposits needed to pay all future tax and insurance payments – the servicer must take steps to eliminate the shortage. Any actions taken by the servicer to eliminate the escrow shortage must be in compliance with applicable laws, rules and regulations, including, but not limited to, the Real Estate Settlement Procedures Act and the Truth in Lending Act.

### **Compliance with Applicable Laws**

Each servicer (and any subservicer it uses) must be aware of, and in full compliance with, all federal, state, and local laws (including statutes, regulations, ordinances, administrative rules and orders that have the effect of law, and judicial rulings and opinions) – including, but not limited to, the following laws that apply to any of its practices related to the HAMP:

- Section 5 of the Federal Trade Commission Act, which prohibits unfair or deceptive acts or practices.
- The Equal Credit Opportunity Act and the Fair Housing Act, which prohibit discrimination on a prohibited basis in connection with mortgage transactions. Loan modification programs are subject to the fair lending laws, and servicers and lenders should ensure that they do not treat a borrower less favorably than other borrowers on grounds such as race, religion, national origin, sex, marital or familial status, age, handicap, or receipt of public assistance income in connection with any loan modification. These laws also prohibit redlining.
- The Real Estate Settlement Procedures Act, which imposes certain disclosure requirements and restrictions relating to transfers of the servicing of certain loans and escrow accounts.
- The Fair Debt Collection Practices Act, which restricts certain abusive debt collection practices by collectors of debts, other than the creditor, owed or due to another.



## **Modification Process**

### **Borrower Solicitation**

Servicers should follow their existing practices, including complying with any express contractual restrictions, with respect to solicitation of borrowers for modifications.

A servicer may receive calls from current or delinquent borrowers directly inquiring about the availability of the HAMP. In that case, the servicer should work with the borrower to obtain the borrower's financial and hardship information and to determine if the HAMP is appropriate. If the servicer concludes a current borrower is in danger of imminent default, the servicer must consider an HAMP modification.

When discussing the HAMP, the servicer should provide the borrower with information designed to help them understand the modification terms that are being offered and the modification process. Such communication should help minimize potential borrower confusion, foster good customer relations, and improve legal compliance and reduce other risks in connection with the transaction. A servicer also must provide a borrower with clear and understandable written information about the material terms, costs, and risks of the modified mortgage loan in a timely manner to enable borrowers to make informed decisions. The servicer should inform the borrower during discussions that the successful completion of a modification under the HAMP will cancel any assumption feature, variable or step-rate feature, or enhanced payment options in the borrower's existing loan, at the time the loan is modified.

Servicers must have adequate staffing, resources, and facilities for receiving and processing the HAMP documents and any requested information that is submitted by borrowers. Servicers must also have procedures and systems in place to be able to respond to inquiries and complaints about the HAMP. Servicers should ensure that such inquiries and complaints are provided fair consideration, and timely and appropriate responses and resolution.

### **Document Retention**

Servicers must retain all documents and information received during the process of determining borrower eligibility, including borrower income verification, total monthly mortgage payment and total monthly gross debt payment calculations, NPV calculations (assumptions, inputs and outputs), evidence of application of each step of the standard waterfall, escrow analysis, escrow advances, and escrow set-up. The servicers must retain all documents and information related to the monthly payments during and after the trial period, as well as incentive payment calculations and such other required documents.

Servicers must retain detailed records of borrower solicitations or borrower-initiated inquiries regarding the HAMP, the outcome of the evaluation for modification under the HAMP and specific justification with supporting details if the request for modification

under the HAMP was denied. Records must also be retained to document the reason(s) for a trial modification failure. If an HAMP modification is not pursued when the NPV result is "negative," the servicer must document its consideration of other foreclosure prevention options. If a borrower under an HAMP modification loses good standing, the servicer must retain documentation of its consideration of the borrower for other loss mitigation alternatives.

Servicers must retain required documents for a period of seven years from the date of the document collection.

### **Temporary Suspension of Foreclosure Proceedings**

To ensure that a borrower currently at risk of foreclosure has the opportunity to apply for the HAMP, servicers should not proceed with a foreclosure sale until the borrower has been evaluated for the program and, if eligible, an offer to participate in the HAMP has been made. Servicers must use reasonable efforts to contact borrowers facing foreclosure to determine their eligibility for the HAMP, including in-person contacts at the servicer's discretion. Servicers must not conduct foreclosure sales on loans previously referred to foreclosure or refer new loans to foreclosure during the 30-day period that the borrower has to submit documents evidencing an intent to accept the Trial Period Plan offer. Except as noted herein, any foreclosure sale will be suspended for the duration of the Trial Period Plan, including any period of time between the borrower's execution of the Trial Period Plan and the Trial Period Plan effective date.

However, borrowers in Georgia, Hawaii, Missouri, and Virginia will be considered to have failed the trial period if they are not current under the terms of the Trial Period Plan as of the date that the foreclosure sale is scheduled. Accordingly, servicers of HAMP loans secured by properties in these states may proceed with the foreclosure sale if the borrower has not made the trial period payments required to be made through the end of the month preceding the month in which the foreclosure sale is scheduled to occur.

### **Mortgage Insurer Approval**

If applicable, a servicer must obtain mortgage insurer approval for HAMP modifications. Servicers should consult their mortgage insurance providers for specific processes related to the reporting of modified terms, payment of premiums, payment of claims, and other operational matters in connection with mortgage loans modified under the HAMP.

### **Executing the HAMP Documents**

Servicers must use a two-step process for HAMP modifications. Step one involves providing a Trial Period Plan outlining the terms of the trial period, and step two involves providing the borrower with an Agreement that outlines the terms of the final modification.



In step one, the servicer should instruct the borrower to return the signed Trial Period Plan, together with a signed Hardship Affidavit and income verification documents (if not previously obtained from the borrower), and the first trial period payment (when not using automated drafting arrangements), to the servicer within 30 calendar days after the Trial Period Plan is sent by the servicer. The servicer is encouraged to contact the borrower before the expiration of the 30-day period if the borrower has not yet responded to encourage submission of the material. The servicer may, in its discretion, consider the offer of a Trial Period Plan to have expired at the end of 60 days if the borrower has not submitted both an executed Trial Period Plan and complete documentation as required under the Trial Period Plan. If the borrower's submission is incomplete, the servicer should work with the borrower to complete the Trial Period Plan submission. Note: The borrower is not required to have the Hardship Affidavit notarized.

Upon receipt of the Trial Period Plan from the borrower, the servicer must confirm that the borrower meets the underwriting and eligibility criteria. Once the servicer makes this determination and has received good funds for the first month's trial payment, the servicer should sign and immediately return an executed copy of the Trial Period Plan to the borrower. Payments made by the borrower under the terms of the Trial Period Plan will count toward successful completion irrespective of the date of the executed copy of the Trial Period Plan.

If the servicer determines that the borrower does not meet the underwriting and eligibility standards of the HAMP after the borrower has submitted a signed Trial Period Plan to the servicer, the servicer should promptly communicate that determination to the borrower in writing and consider the borrower for another foreclosure prevention alternative.

In step two, servicers must calculate the terms of the modification using verified income, taking into consideration amounts to be capitalized during the trial period. Servicers are encouraged to wait to send the Agreement to the borrower for execution until after receipt of the second to the last payment under the trial period. Note: the borrower is not required to have the Agreement notarized.

Servicers are reminded that all HAMP documentation must be signed by an authorized representative of the servicer and reflect the actual date of signature by the servicer's representative.

#### ***Acceptable Revisions to HAMP Documents***

Servicers are strongly encouraged to use the HAMP documents available through [www.financialstability.gov](http://www.financialstability.gov). Should a servicer decide to revise the HAMP documents or draft its own HAMP documents, it must obtain prior written approval from Treasury or Fannie Mae with the exception of the following circumstances:

- The servicer must revise the HAMP documents as necessary to comply with Federal, State and local law. For example, in the event that the HAMP results in a

principal forbearance, servicers are obligated to modify the uniform instrument to comply with laws and regulations governing balloon disclosures.

- The servicer may include, as necessary, conditional language in HAMP offers and modification agreements indicating that the HAMP will not be implemented unless the servicer receives an acceptable title endorsement, or similar title insurance product, or subordination agreements from other existing lien holders, as necessary, to ensure that the modified mortgage loan retains its first lien position and is fully enforceable.
- If the borrower previously received a Chapter 7 bankruptcy discharge but did not reaffirm the mortgage debt under applicable law, the following language must be inserted in Section 1 of the Trial Period Plan and Section 1 of the Agreement: "I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents. Based on this representation, Lender agrees that I will not have personal liability on the debt pursuant to this Agreement."
- The servicer may include language in the HAMP cover letter providing instructions for borrowers who elect to use an automated payment method to make the trial period payments.

Unless a borrower or co-borrower is deceased or a borrower and a co-borrower are divorced, all parties who signed the original loan documents or their duly authorized representative(s) must execute the HAMP documents. If a borrower and a co-borrower are divorced and the property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the property is not required to execute the HAMP documents. Servicers may evaluate requests on a case-by-case basis when the borrower is unable to sign due to circumstances such as mental incapacity, military deployment, etc. Furthermore, a borrower may elect to add a new co-borrower.

#### ***Use of Electronic Records***

Electronic records for HAMP are acceptable as long as the electronic record complies with applicable law.

#### ***Assignment to MERS***

If the original mortgage loan was registered with Mortgage Electronic Registration Systems, Inc. (MERS) and the originator elected to name MERS as the original mortgagee of record, solely as nominee for the lender named in the security instrument and the note, the servicer MUST make the following changes to the Agreement:

(a) Insert a new definition under the "Property Address" definition on page 1, which reads as follows:

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for lender and lender's successors and assigns. MERS is the mortgagee under the Mortgage. MERS is organized and existing



under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS.

(b) Add as section 4.I.:

That MERS holds only legal title to the interests granted by the borrower in the mortgage, but, if necessary to comply with law or custom, MERS (as nominee for lender and lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of lender including, but not limited to, releasing and canceling the mortgage loan.

(c) MERS must be added to the signature lines at the end of the Agreement, as follows:

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Mortgage Electronic Registration  
Systems, Inc. – Nominee for Lender

The servicer may execute the Agreement on behalf of MERS and, if applicable, submit it for recordation.

### **Trial Payment Period**

Servicers may use recent verbal financial information to prepare and offer a Trial Period Plan. Servicers are not required to verify financial information prior to the effective date of the trial period. The servicer must service the mortgage loan during the trial period in the same manner as it would service a loan in forbearance.

The trial period is three months in duration (or longer if necessary to comply with applicable contractual obligations). The borrower must be current under the terms of the Trial Period Plan at the end of the trial period to receive a permanent loan modification. Current in this context is defined as the borrower having made all required trial period payments no later than 30 days from the date the final payment is due.

The effective date of the trial period will be set forth in the Trial Period Plan. In most cases, the effective date is the first day of the month following the servicer's mailing of the offer for the Trial Period Plan. The trial period extends for two (or more if necessary to comply with applicable contractual obligations) additional payments after the effective date.

Servicers are encouraged to require automated payment methods, such as automatic payment drafting. If automatic payment drafting is required, it must be used by all HAMP borrowers, unless a borrower opts out.

If the verified income evidenced by the borrower's documentation exceeds the initial income information used by the servicer to place the borrower in the trial period by more



than 25 percent, the borrower must be reevaluated based on the program eligibility and underwriting requirements. If this reevaluation determines that the borrower is still eligible, new documents must be prepared and the borrower must restart the trial period.

If the verified income evidenced by the borrower's documentation is less than the initial income information used by the servicer to place the borrower in the trial period, or if the verified income exceeds the initial income information by 25 percent or less, and the borrower is still eligible, then the trial period will not restart and the trial period payments will not change; provided, that verified income will be used to calculate the monthly mortgage payment under the Agreement. (If, based on verified income the result of the NPV test is "negative" for modification, the servicer is not obligated to perform the modification.) However, if the servicer determines the borrower is not eligible for the HAMP based on verified income, the servicer must notify the borrower of that determination and that any trial period payments made by the borrower will be applied to the mortgage loan in accordance with the borrower's current loan documents.

If a servicer has information that the borrower does not meet all of the eligibility criteria for the HAMP (e.g., because the borrower has moved out of the house) the servicer should explore other foreclosure prevention alternatives prior to resuming or initiating foreclosure.

Note that under the terms of the Agreement, trial payments should be applied when they equal a full contractual payment (determined as of the time the HAMP is offered).

If the borrower complies with the terms and conditions of the Trial Period Plan, the loan modification will become effective on the first day of the month following the trial period as specified in the Trial Period Plan. However, because the monthly payment under the Agreement will be based on verified income documentation, the monthly payment due under the Agreement may differ from the payment amount due under the Trial Period Plan.

### **Use of Suspense Accounts and Application of Payments**

If permitted by the applicable loan documents, servicers may accept and hold as "unapplied funds" (held in a T&I custodial account) amounts received which do not constitute a full monthly, contractual principal, interest, tax and insurance (PITI) payment. However, when the total of the reduced payments held as "unapplied funds" is equal to a full PITI payment, the servicer is required to apply all full payments to the mortgage loan.

Any unapplied funds remaining at the end of the trial payment period that do not constitute a full monthly, contractual principal, interest, tax and insurance payment should be applied to reduce any amounts that would otherwise be capitalized onto the principal balance.

If a principal curtailment is received on a loan that has a principal forbearance, servicers are instructed to apply the principal curtailment to the interest bearing UPB. If, however, the principal curtailment amount is greater than or equal to the interest bearing UPB, then the curtailment should be applied to the principal forbearance portion. If the curtailment satisfies the principal forbearance portion, any remaining funds should then be applied to the interest bearing UPB.

### **Recording the Modification**

For all mortgage loans that are modified pursuant to the HAMP, the servicer must follow investor guidance with respect to ensuring that the modified mortgage loan retains its first lien position and is fully enforceable.

### **Monthly Statements**

For modifications that include principal forbearance, servicers are encouraged to include the amount of the gross UPB on the borrower's monthly payment statement. In addition, the borrower should receive information on a monthly basis regarding the accrual of "pay for performance" principal balance reduction payments.

### **Redefault and Loss of Good Standing**

If, following a successful trial period, a borrower defaults on a loan modification executed under the HAMP (three monthly payments are due and unpaid on the last day of the third month), the loan is no longer considered to be in "good standing." Once lost, good standing cannot be restored even if the borrower subsequently cures the default. A loan that is not in good standing is not eligible to receive borrower, servicer or investor incentives and reimbursements and these payments will no longer accrue for that mortgage. Further, the mortgage is not eligible for another HAMP modification.

In the event a borrower defaults, the servicer must work with the borrower to cure the modified loan, or if that is not feasible, evaluate the borrower for any other available loss mitigation alternatives prior to commencing foreclosure proceedings. The servicer must retain documentation of its consideration of the borrower for other loss mitigation alternatives.

### **Reporting Requirements**

Each servicer will be required to register with Fannie Mae to participate in the HAMP. Fannie Mae will provide an HAMP Registration form to facilitate registration.

Additionally, servicers will be required to provide periodic HAMP loan level data to Fannie Mae. The data must be accurate, complete, and in agreement with the servicer's records. Data should be reported by a servicer at the start of the modification trial period and during the modification trial period, for loan set up of the approved modification, and



monthly after the modification is set up on Fannie Mae's system. Servicers will be required to submit three separate data files as described below.

Note: The following data files can be delivered through a data collection tool on the servicer web portal available through [www.financialstability.gov](http://www.financialstability.gov). Detailed guidelines for submitting data files are available at the servicer web portal. For those servicers who cannot use this process, an alternate process to submit data via a spreadsheet will be made available. More information on the alternative process for submitting data in a spreadsheet will be provided in the future.

### ***Trial Period***

Servicers will be required to provide loan level data in order to establish loans for processing during the HAMP trial period. See Exhibit A for trial period set up attributes.

In addition, servicers will be required to report activity during the HAMP trial period in order to substantiate the receipt of proceeds during the trial period and to record modification details. See Exhibit B for trial period reporting attributes.

### ***Loan Setup***

A one time loan set up is required to establish the approved modified HAMP loan on Fannie Mae's system. The file layout is the same that is used for establishing loans for processing during the trial period. See Exhibit A for loan set up attributes.

Servicers are required to provide the set up file the business day after the modification closes. The set up file should reflect the status of the loan after the final trial period payment is applied. The set up file will contain data for the current reporting period (e.g., prior month balances).

### ***Monthly Loan Activity Reporting***

The month after the loan set up file is provided, servicers must begin reporting activity on all HAMP loans on a monthly basis (e.g., loan set up file provided in July, the first loan activity report is due in August for July activity). See Exhibit C for monthly reporting attributes.

The HAMP loan activity report (LAR) is due by the 4th business day each month. Servicers will have until the 15th calendar day of each month to clear up any edits and have a final LAR reported to Fannie Mae. The Fannie Mae system will validate that the borrower payment has been made as expected and that the last paid installment (LPI) date is current before accruing the appropriate monthly compensation due.

If a loan becomes past due (the LPI date does not advance), the monthly compensation on that loan will not be accrued. If the loan is brought current, compensation will not be caught up (e.g., if a loan was two months past due, and then the borrower makes the

payments and brings the loan current, the annual compensation provided would be for ten months. The two months of compensation associated with the period of delinquency is not recoverable).

### ***Additional Data Requirements***

Additional data elements must be collected and reported as specified in Exhibit D. Some of these elements must be collected for all completed modifications regardless of the date of completion; guidance for collecting these elements will be forthcoming shortly. The requirement to collect these elements for trial modifications and for loans evaluated for a modification will be phased in as specified in Exhibit D.

### **Reporting to Mortgage Insurers**

Servicers must maintain their mortgage insurance processes and comply with all reporting required by the mortgage insurer for loans modified under the HAMP. Servicers should consult with the mortgage insurer for specific processes related to the reporting of modified terms, payment of premiums, payment of claims, and other operational matters in connection with mortgage loans modified under the HAMP.

Servicers are required to report successful HAMP modifications and the terms of those modifications to the appropriate mortgage insurers, if applicable, within 30 days following the end of the trial period and in accordance with procedures that currently exist or may be agreed to between servicers and the mortgage insurers.

Servicers must include the mortgage insurance premium in the borrower's modified payment, and must ensure that any existing mortgage insurance is maintained. Among other things, the servicer must ensure that the mortgage insurance premium is paid. In addition, servicers must adapt their systems to ensure proper reporting of modified loan terms and avoid impairing coverage for any existing mortgage insurance. For example, in the event that the modification includes principal forbearance, servicers must continue to pay the correct mortgage insurance premiums based on the gross UPB, including any principal forbearance amount, must include the gross UPB in their delinquency reporting to the mortgage insurer, and must ensure any principal forbearance does not erroneously trigger automatic mortgage insurance cancellation or termination.

### **Transfers of Servicing**

When a transfer of servicing includes mortgages modified under the HAMP, the transferor servicer must provide special notification to the transferee servicer. Specifically, the transferor servicer must advise the transferee servicer that loans modified under the HAMP are part of the portfolio being transferred and must confirm that the transferee servicer is aware of the special requirements for these loans, and agrees to assume the additional responsibilities associated with servicing them. A required form of assignment and assumption agreement must be used and is a part of the Servicer Participation Agreement.



## **Credit Bureau Reporting**

The servicer should continue to report a "full-file" status report to the four major credit repositories for each loan under the HAMP in accordance with the Fair Credit Reporting Act and credit bureau requirements as provided by the Consumer Data Industry Association (the "CDIA") on the basis of the following: (i) for borrowers who are current when they enter the trial period, the servicer should report the borrower current but on a modified payment if the borrower makes timely payments by the 30th day of each trial period month at the modified amount during the trial period, as well as report the modification when completed, and (ii) for borrowers who are delinquent when they enter the trial period, the servicer should continue to report in such a manner that accurately reflects the borrower's delinquency and workout status following usual and customary reporting standards, as well as report the modification when completed. More detailed guidance on these reporting requirements will be published by the CDIA.

"Full-file" reporting means that the servicer must describe the exact status of each mortgage it is servicing as of the last business day of each month.

## **Fees and Compensation**

### **Late Fees**

All late charges, penalties, stop-payment fees, or similar fees must be waived upon successful completion of the trial period.

### **Administrative Costs**

Servicers may not charge the borrower to cover the administrative processing costs incurred in connection with a HAMP. The servicer must pay any actual out-of-pocket expenses such as any required notary fees, recordation fees, title costs, property valuation fees, credit report fees, or other allowable and documented expenses. Servicers will not be reimbursed for the cost of the credit report(s).

### **Incentive Compensation**

No incentives of any kind will be paid if (i) the servicer has not executed the Servicer Participation Agreement, or (ii) the borrower's monthly mortgage payment ratio starts below 31 percent prior to the implementation of the HAMP. The calculation and payment of all incentive compensation will be based strictly on the borrower's verified income. Each servicer must promptly apply or remit, as applicable, all borrower and investor compensation it receives with respect to any modified loan.

With respect to payment of any incentive that is predicated on a six percent reduction in the borrower's monthly mortgage payment, the reduction will be calculated by comparing the monthly mortgage payment used to determine eligibility (adjusted as applicable to

include property taxes, hazard insurance, flood insurance, condominium association fees and homeowner's association fees) and the borrower's payment under HAMP.

The amount of funds available to pay servicer, borrower and investor compensation in connection with each servicer's modifications will be capped pursuant to each servicer's Servicer Participation Agreement (Program Participation Cap). Treasury will establish each servicer's initial Program Participation Cap by estimating the number of HAMP modifications expected to be performed by each servicer during the term of the HAMP. The Program Participation Cap could be adjusted based on Treasury's full book analysis of the servicer's loans.

The funds remaining available for a servicer's modifications under that servicer's Program Participation Cap will be reduced by the maximum amount of compensation payments potentially payable with respect to each loan modification upon entering into a trial period. In the event the compensation actually paid with respect to a loan modification is less than the maximum amount of compensation payments potentially payable, the funds remaining available for a servicer's modifications under the HAMP will be increased by the difference between such amounts.

Treasury may, from time to time and in its sole discretion, revise a servicer's Program Participation Cap. Fannie Mae will provide written notification to a servicer of all changes made to the servicer's Program Participation Cap. Once a servicer's Program Participation Cap is reached, a servicer must not enter into any agreements with borrowers intended to result in new loan modifications, and no payments will be made with respect to any new loan modifications.

#### ***Servicer Incentive Compensation***

A servicer will receive compensation of \$1,000 for each completed modification under the HAMP. In addition, if a borrower was current under the original mortgage loan, a servicer will receive an additional compensation amount of \$500. All such servicer incentive compensation shall be earned and payable once the borrower successfully completes the trial payment period, provided that the servicer has signed and delivered to Fannie Mae a Servicer Participation Agreement, any related documentation and any required servicer or loan set up data prior to the effective date of the loan modification.

If a particular borrower's monthly mortgage payment (principal, interest, taxes, all related property insurance and homeowner's or condominium association fees but excluding mortgage insurance) is reduced through the HAMP by six percent or more, a servicer will also receive an annual "pay for success" fee for a period of three years. The fee will be equal to the lesser of: (i) \$1,000 (\$83.33/month), or (ii) one-half of the reduction in the borrower's annualized monthly payment. The "pay for success" fee will be payable annually for each of the first three years after the anniversary of the month in which a Trial Period Plan was executed. If the loan ceases to be in good standing, the servicer will cease to be eligible for any further incentive payments after that time, even if the borrower subsequently cures his or her delinquency.



### ***Borrower's Incentive Compensation***

To provide an additional incentive for borrowers to keep their modified loan current, borrowers whose monthly mortgage payment (principal, interest, taxes, all related property insurance and homeowner's or condominium association fees but excluding mortgage insurance) is reduced through the HAMP by six percent or more and who make timely monthly payments will earn an annual "pay for performance" principal balance reduction payment equal to the lesser of: (i) \$1,000 (\$83.33/month), or (ii) one-half of the reduction in the borrower's annualized monthly payment for each month a timely payment is made. A borrower can earn the right to receive a "pay for performance" principal balance reduction payment for payments made during the first five years following execution of the Agreement provided the loan continues to be in good standing as of the date the payment is made. The "pay for performance" principal balance reduction payment will accrue monthly but will be applied annually for each of the five years in which this incentive payment accrues, prior to the first payment due date after the anniversary of the month in which the Trial Period Plan was executed. This payment will be paid to the mortgage servicer to be applied first towards reducing the interest bearing UPB on the mortgage loan and then to any principal forbearance amount (if applicable). Any applicable prepayment penalties on partial principal prepayments made by the government must be waived. Borrower incentive payments do not accrue during the Trial Period; however, on the first month of the modification, the borrower will accrue incentive payments equal to the number of months in the trial period.

If and when the loan ceases to be in good standing, the borrower will cease to be eligible for any further incentive payments after that time, even if the borrower subsequently cures his or her delinquency. The borrower will lose his or her right to any accrued incentive compensation when the loan ceases to be in good standing.

### ***Investor Payment Reduction Cost Share and Up Front Incentives***

If the target monthly mortgage payment ratio is achieved, investors in Non-GSE Mortgages are entitled to payment reduction cost share compensation. This compensation equals one-half of the dollar difference between the borrower's monthly payment under the modification at the target monthly mortgage payment ratio and the lesser of (i) what the borrower's monthly payment would be at a 38 percent monthly mortgage payment ratio; or (ii) the borrower's pre-modification monthly payment. Payment reduction cost share compensation shall accrue monthly as the borrower makes each payment so long as the loan is in good standing as defined in these guidelines. This compensation will be provided for up to five years or until the loan is paid off, whichever is earlier.

Additionally, investors will receive a one-time incentive of \$1,500 for each Agreement executed with a borrower who was current prior to the start of the Trial Period Plan. The one-time incentive is conditional upon at least a six percent reduction in the borrower's monthly mortgage payment.



Neither the payment reduction share nor the up-front incentive shall be payable if the Trial Period Plan is not successfully completed.

### **Compliance**

Servicers must comply with the HAMP requirements and must document the execution of loan evaluation, loan modification and accounting processes. Servicers must develop and execute a quality assurance program that includes either a statistically based (with a 95 percent confidence level) or a ten percent stratified sample of loans modified, drawn within 30-45 days of final modification and reported on within 30-45 days of review. In addition, a trending analysis must be performed on a rolling 12-month basis.

Treasury has selected Freddie Mac to serve as its compliance agent for the HAMP. In its role as compliance agent, Freddie Mac will utilize Freddie Mac employees and contractors to conduct independent compliance assessments. In addition, loan level data will be reviewed for eligibility and fraud.

The scope of the assessments will include, among other things, an evaluation of documented evidence to confirm adherence (e.g., accuracy and timeliness) to HAMP requirements with respect to the following:

- Evaluation of Borrower and Property Eligibility
- Compliance with Underwriting Guidelines
- Execution of NPV/Waterfall processes
- Completion of Borrower Incentive Payments
- Investor Subsidy Calculations
- Data Integrity

The review will also evaluate the effectiveness of the servicer's quality assurance program; such evaluation will include, without limitation, the timing and size of the sample selection, the scope of the quality assurance reviews, and the reporting and remediation process.

There will be two types of compliance assessments: on-site and remote. Both on-site and remote reviews will consist of the following activities (among others): notification, scheduling, self assessments, documentation submission, interviews, file reviews, and reporting.

For on-site reviews, Freddie Mac will strive to provide the servicer with (i) a 30-day advance notification of a pending review and (ii) subsequent confirmation of the dates of the review. However, Freddie Mac reserves the right to arrive at the servicer's site unannounced. Freddie Mac will request the servicer to make available documentation, including, without limitation, policies and procedures, management reports, loan files and a risk control self assessment ready for review. Additionally, Freddie Mac may request additional loan files during the review. Interviews will usually be conducted in-person.

During the review window, Freddie Mac will review loan files and other requested documentation to evaluate compliance with HAMP terms. Upon the completion of the review, Freddie Mac will conduct an exit interview with the servicer to discuss preliminary assessment results.

For remote reviews, Freddie Mac will request the servicer to send documentation, including, without limitation, policies and procedures, management reports, loan files and a risk control self assessment within 30 days of the request. In addition, time will be scheduled for phone interviews, including a results summary call after the compliance review is completed to discuss preliminary results.

The targeted time frame for publishing the servicer assessment report is 30 days after the completion of the review. Treasury will receive a copy of the report five business days prior to the release of the report to the servicer.

There will be an issue/resolution appeal process for servicer assessments. Servicers will be able to submit concerns or disputes to an independent quality assurance team within Freddie Mac.

A draft rating and implication methodology for the compliance assessments will be published in a subsequent Supplemental Directive and servicer feedback will be solicited prior to the finalization of the methodology.

### Exhibit A: HAMP Trial Modification and Official Modification Loan Setup Data Elements

The following data elements are necessary for the HAMP Loan Setup for Trial Modification and Official Modification transactions.

Name	Definition	Data Type	Allowable Values	Loan Setup for Trial Period Mandatory / Conditional	Official Modification Mandatory / Conditional
GSE Servicer Number	The Fannie Mae or Freddie Mac unique Servicer identifier.	Text (30)		C	C
Servicer Loan Number	The unique (for the lender) identifier assigned to the loan by the lender that is servicing the loan.	Text (30)		M	M
HAMP Servicer Number	A unique identifier assigned to each Servicer that is participating in the HAMP program.	Text (30)		M	M
GSE Loan Number	A unique number assigned to each loan by a GSE (Fannie or Freddie)	Text (30)		C	C
Underlying Trust Identifier	This is the CUSIP associated with the security. A unique identification number assigned to a security by CUSIP (Committee on Uniform Security Identification Procedures) for trading.	Text (9)		C	C
Program Type/ Campaign ID	A new program type that will identify campaign types. The unique identifier of a Loan Workout Campaign.	Text (14)	HMP1 - HMP Delinquent, HMP2 - HMP Imminent Default HMP3 - Deed-in-lieu HMP4 - Deed-in-lieu with Jr. Lien HMP5 - Short Sale HMP6 - Short Sale With Jr. Lien	M	M
Investor Code	Owner of the mortgage.	Numeric (4,0)	1 - Fannie Mae 2 - Freddie Mac 3 - Private 4 - Portfolio 5 - GNMA 6 - FHLMC	M	M
Borrower First Name	First Name of the Borrower of record	Text (100)		M	M
Borrower Last Name	The last name of the Borrower. This is also known as the family name or surname.	Text (100)		M	M
Borrower Social Security Number	The Social Security Number of the borrower	Numeric (9)		M	M
Co-Borrower First Name	First Name of the co-borrower of record	Text (100)		C	C



Name	Definition	Data Type	Allowable Values	Loan Setup for Trial Period Mandatory / Conditional	Official Modification Mandatory / Conditional
Co-Borrower Last Name	Last Name of the co- borrower of record	Text (100)		C	C
Co-Borrower Social Security Number	The Social Security Number of the Co-Borrower	Numeric (9)		O	O
Borrower Execution Date	This is the date that the borrower signs the initial documentation for a modification.	Date (CCYY-MM-DD)		M	M
Submission Status	Status of loan data being submitted	Numeric (4,0)	1-Trial 2-Borrower Disqualified 3-Official 4-Foreclosure Mitigation 5-Cancel	M	M
Date of Original Note	The date on which the original loan funding was dispersed to the borrower(s).	Date (CCYY-MM-DD)		M	M
Unpaid Principal Balance before modification	The total principal amount outstanding as of the end of the month. The UPB should not reflect any accounting based write-downs and should only be reduced to zero when the loan has been liquidated – either paid-in-full, charged-off, REO sold or Service transferred (before modification)	Currency (20,2)		M	M
Loan Mortgage Type Code	The code that specifies the type of mortgage being applied for or that has been granted.	Numeric (4,0)	1 - FHA – Loans insured by the Federal Housing Administration 2 - VA – Loans insured by the Department of Veteran's Affairs, 3 - Conventional with PMI – Non-government insured mortgages insured by a private (non-government) insurer, 4 - Conventional w/o PMI – Mortgages with neither government nor private mortgage insurance.	M	M
Last Paid Installment Date before modification	The due date of the last paid installment of the loan.	Date (CCYY-MM-DD)		M	M
First Lien Indicator	Indicates if loan is first lien.	Boolean	True/False	M	M
Foreclosure Referral Date	The date that the mortgage was referred to an attorney for the purpose of initiating foreclosure proceedings. This date should reflect the referral date of currently active foreclosure process. Loans cured from foreclosure should not have a referral date.	Date (CCYY-MM-DD)		O	O

Name	Definition	Data Type	Allowable Values	Loan Setup for Trial Period Mandatory / Conditional	Official Modification Mandatory / Conditional
Projected Foreclosure Sale Date	Projected date for foreclosure sale of subject property.	Date (CCYY-MM-DD)		O	O
Hardship Reason Code	Identifies the reason for the borrower's hardship on their mortgage payment obligations.	Numeric (4,0)	1 - Death of borrower, 2 - Illness of principal borrower, 3 - Illness of borrower family member, 4 - Death of borrower family member, 5 - Martial difficulties, 6 - Curtailment of income, 7 - Excessive obligation, 8 - Abandonment of property, 9 - Distant employment transfer, 10 - Property problem, 11 - Inability to sell property, 12 - Inability to rent property, 13 - Military service, 14 - Other, 15 - Unemployment, 16 - Business failure, 17 - Casualty Loss, 18 - Energy environment costs, 19 - Servicing problems, 20 - Payment adjustment, 21 - Payment dispute, 22 - Transfer of ownership pending, 23 - Fraud, 24 - Unable to contact borrower, 25 - Incarceration	M	M
Monthly Gross Income	Total monthly income in dollars for all borrowers on the loan. This is the gross income for all borrowers.	Currency (20,2)		M	M
Monthly Debt Payments excluding PITIA	Total amount of monthly debt payments excluding Principal, Interest, Taxes, Insurance and Association Dues (PITIA)	Currency (20,2)		M	M
NPV Date	Net Present Value – calculation date	Date (CCYY-MM-DD)		M	M

Name	Definition	Data Type	Allowable Values	Loan Setup for Trial Period Mandatory / Conditional	Official Modification Mandatory / Conditional
NPV Model Result Amount Pre-Mod	Net Present Value amount generated from the model before modification	Currency (20,2)		M	M
NPV Model Result Amount Post-Mod	Net Present Value amount generated from the model after modification	Currency (20,2)		M	M
Amortization Term before modification	Represents the number of months on which installment payments are based. Example: Balloon loans have a seven year life (Loan Term = 84) but a 30 year amortization period (Amortization Term = 360). Installment payments are determined based on the 360 month term.	Numeric (4,0)		M	M
Interest Rate before modification	The interest rate in the month prior to loan modification. Please report as rounded to nearest 8th. (e.g. 4.125)	Numeric (6,4)		M	M
Principal and Interest Payment before modification	The scheduled principal and interest amount in the month prior to loan modification.	Currency (20,2)		M	M
Escrow Payment before modification	The escrow amount in the month prior to loan modification. The amount of money that is collected from [added on to] the regular monthly mortgage payment to cover periodic payments of property taxes, private mortgage insurance and hazard insurance by the servicer on behalf of the mortgagee. Depending on the mortgage terms, this amount may or may not be collected. Generally, if the down payment is less than 20%, then these amounts are collected by the servicer.	Currency (20,2)		C	C
Association Dues/ Fees before modification	Existing monthly payment for association dues/fees before modification	Currency (20,2)		C	C
Principal Payment Owed or Not Reported	If borrower has contributed any cash or amounts in suspense	Currency (20,2)		C	C
Other Contributions	If there are any amounts contributed by the borrower due to Hazard Claims	Currency (20,2)		C	C
Attorney Fees Not in Escrow	Estimated legal fee not in escrow for advances capitalization and liquidation expense calculation	Currency (20,2)		C	C
Escrow Shortage for Advances	Any Escrow advance amounts to be capitalized.	Currency (20,2)		C	C
Other Advances	Other advances for advances capitalization other than escrow. Example: Attorney fees, Servicing Fees, etc.	Currency (20,2)		C	C
Borrower Contributions	If the borrower is contributing any amounts, they must be reported here	Currency (20,2)		C	C
Modified Loan Term – Officer Signature Date	Servicer sign off at the officer level for the loan modification. This is the date the servicer's officer approved the loan modification. This column will be populated for modification cases that need reclassification. There is no conversion needed for existing cases	Date (CCYY-MM-DD)		C	C

Name	Definition	Data Type	Allowable Values	Loan Setup for Trial Period Mandatory / Conditional	Official Modification Mandatory / Conditional
Disbursement Forgiven	If there are any Forgiven disbursement for advances capitalization	Currency (20,2)		C	C
Monthly Housing Expense before modification	The dollar amount per month of the borrower's present housing expense .May be used for their primary or non-primary residence. This must be Principal, Interest, Taxes, Insurance and Association Dues (PITIA).	Currency (20,2)		M	M
Delinquent Interest	Delinquent interest for interest capitalization. It is the amount of delinquent interest from the delinquent loan's LPI date to the workout execution date.	Currency (20,2)		M	M
Interest Owed or Payment Not Reported	If there is Interest owed/received but not reported for interest capitalization, this field must be populated.	Currency (20,2)		C	C
Servicing Fee Percent after modification	Percentage of servicing Fee after loan modification ( e.g. 0.25)	Numeric (4,2)		M	M
Product before Modification	The mortgage product of the loan before the modification.	Numeric (4,0)	1- ARM, 2 - Fixed Rate, 3 - Step Rate, 4 - One Step Variable, 5 - Two Step Variable, 6 - Three Step Variable, 7 - Four Step Variable, 8 - Five Step Variable, 9 - Six Step Variable, 10 - Seven Step Variable, 11 - Eight Step Variable, 12 - Nine Step Variable, 13 - Ten Step Variable, 14 - Eleven Step Variable, 15 - Twelve Step Variable, 16 - Thirteen Step Variable, 17 - Fourteen	M	M
Maturity Date before Modification	The date on which the mortgage obligation is scheduled to be paid off, according to the mortgage note. Maturity Date is commonly called Balloon Date for balloon loans, for which scheduled amortization does not pay off the balance of the loan, so that there is a final, large "balloon" payment at the end.	Date (CCYY-MM-DD)		M	M



Name	Definition	Data Type	Allowable Values	Loan Setup for Trial Period Mandatory / Conditional	Official Modification Mandatory / Conditional
Remaining Term before Modification	The number of months until the loan will be paid off, assuming that scheduled payments are made. This will equal lesser of 1. The number of months until the actual balance of the loan will amortize to zero; or 2. the number of months difference between the Loan Extended Term and the number of payments made by the borrower, where number of payments made by the borrower is derived by: Actual Last Paid Installment Date - First Installment Due Date - 1 (in months).	Numeric (4,0)		M	M
Front Ratio before Modification	The refreshed Front-end DTI (Principal, Interest, Taxes, Insurance and Association Dues (PITIA)) housing ratio.	Numeric (4,2)		M	M
Back Ratio before Modification	Percentage of borrower's PITIA plus debts to income ratio. Borrower Total Debt To Income Ratio Percent. The monthly expenses divided by the total monthly income for the Borrower. (e.g. 30.25)	Numeric (4,2)		M	M
Principal and Interest Payment at 31% DTI	Principal and Interest payable for a 31% Debt to Income ratio	Currency (20,2)		M	M
Principal and Interest Payment at 38% DTI	Principal and Interest payable for a 38% Debt to Income ratio	Currency (20,2)		M	M
Property – Number of Units	Number of units in subject property (Valid values are 1, 2, 3 or 4)	Numeric (4,0)		M	M
Property – Street Address	The street address of the subject property	Text (100)		M	M
Property – City	The name of the city where the subject property is located	Text (100)		M	M
Property – State	The 2-character postal abbreviation of the state, province, or region of the subject property.	Text (2)		M	M
Property – Zip Code	The code designated by the postal service to direct the delivery of physical mail or which corresponds to a physical location. In the USA, this can take either a 5 digit form (ZIP Code) or a 9-digit form (ZIP + 4).	Text (9)		M	M
Property Valuation - Method	Type of value analysis.	Numeric (4,0)	1 - Full appraisal – Prepared by a certified appraiser; 2 - Limited appraisal – Prepared by a certified appraiser; 3 - Broker Price Opinion "BPO" – Prepared by a real estate broker or agent; 4 - Desktop Valuation – Prepared by bank employee; 5 - Automated Valuation Model	M	M

Name	Definition	Data Type	Allowable Values	Loan Setup for Trial Period Mandatory / Conditional	Official Modification Mandatory / Conditional
			"AVM" 6 - Automated Valuation Model "AVM" - Other		
Property Valuation - Date	Date of the property value analysis	Date (CCYY-MM-DD)		M	M
Property Valuation - As Is Value	Property as-is value determined by the property valuation	Currency (20,2)		M	M
Property Condition Code	A code denoting the condition of the subject property.	Numeric (4,0)	1 - Excellent 2 - Good, 3 - Fair 4 - Poor 5 - Condemned 6 - Inaccessible	M	M
Property Occupancy Status Code	A code identifying the occupancy by the borrower of the subject property.	Numeric (4,0)	1- Vacant 2 - Borrower Occupied 3 - Tenant Occupied 4 - Unknown 5 - Occupied by Unknown	M	M
Property Usage Type Code	A code identifying the intended use by the borrower of the property.	Numeric (4,0)	1 - Principal Residence 2 - Second or Vacation Home 3 - Investment Property	M	M
Modification Effective Date	The date on which the loan terms will be modified.	Date (CCYY-MM-DD)		M	M
Product After Modification	The mortgage product of the loan, after the modification (Fixed or Step).	Numeric (4,0)	1- ARM, 2 - Fixed Rate, 3 - Step Rate, 4 - One Step Variable, 5 - Two Step Variable, 6 - Three Step Variable, 7 - Four Step Variable, 8 - Five Step Variable, 9 - Six Step Variable, 10 - Seven Step Variable, 11 - Eight Step Variable, 12 - Nine Step Variable, 13 - Ten Step Variable, 14 - Eleven Step Variable, 15 - Twelve Step Variable, 16 - Thirteen Step Variable, 17 - Fourteen	M	M

Name	Definition	Data Type	Allowable Values	Loan Setup for Trial Period Mandatory / Conditional	Official Modification Mandatory / Conditional
Amortization Term after Modification	The number of months used to calculate the periodic payments of both principal and interest that will be sufficient to retire a mortgage obligation.	Numeric (4,0)		M	M
Unpaid Principal Balance after modification	The unpaid principal balance of a loan after the loan modification. The unpaid principal balance after modification excludes any applicable forbearance amount and can also be referred to as Net UPB Amount.	Currency (20,2)		M	M
Last Paid Installment Date after modification	The due date of the last paid installment of the loan.	Date (CCYY-MM-DD)		M	M
Interest Rate after modification	The interest rate in the month after loan modification.	Numeric (6,4)		M	M
Interest Rate Lock Date for Modification	The date that the rate lock was applied - in reference to modification of loan terms	Date (CCYY-MM-DD)		M	M
First Payment Due Date after modification	First payment due date under the modified terms	Date (CCYY-MM-DD)		M	M
Principal and Interest Payment after modification	The P&I amount after modification	Currency (20,2)		M	M
Escrow Payment after modification	Existing monthly payment to escrow-after modification	Currency (20,2)		M	M
Monthly Housing Expense After Modification	The dollar amount per month of the borrowers housing expense after modification .May be used for their primary or non-primary residence. This must be Principal, Interest, Taxes, Insurance and Association Dues (PITIA).	Currency (20,2)		M	M
Maturity Date after modification	The maturity date of the loan after modification	Date (CCYY-MM-DD)		M	M
Principal Forbearance Amount	The total amount in dollars of the principal that was deferred through loss mitigation.	Currency (20,2)		C	C
Term after Modification	For loans where the term of the loan can be extended rather than increasing the principal and interest payment, this is the total term of the loan including any extension. For all non-extendable loans, the extended term defaults to the original term.	Numeric (4,0)		M	M
Front Ratio after modification	Percentage of borrower's PITIA to income ratio	Numeric (4,2)		M	M
Back Ratio after modification	Percentage of borrower's PITIA plus debts to income ratio	Numeric (4,2)		M	M
Principal Write-Down (Forgiveness)	Amount of principal written-down or forgiven	Currency (20,2)		C	C
Paydown or Payoff of Subordinate Liens	Have sub-ordinate liens been paid off or paid down?	Boolean	True/False	C	C
Paydown or Payoff of Subordinate	Amount of paydown or payoff of subordinate liens	Currency (20,2)		C	C

Name	Definition	Data Type	Allowable Values	Loan Setup for Trial Period Mandatory / Conditional	Official Modification Mandatory / Conditional
Liens Amount					
Max Interest Rate after modification	Interest rate cap for the loan.	Number (6,4)		M	M
Length of Trial Period	The length of the trial period	Numeric (3,0)		M	M
1 <sup>st</sup> Trial Payment Due Date	The date the 1st payment is due during the trial period	Date (CCYY-MM-DD)		M	O
1 <sup>st</sup> Trial Payment Posted Date	The date the first payment posted during the Trial period	Date (CCYY-MM-DD)		M	O
1 <sup>st</sup> Trial Payment Received Amount	This is the actual amount of the Payment received from the Borrower to the Servicer for the 1st Trial payment.	Currency (20,2)		M	O
If the Product Type After Modification is Step Rate then at least one occurrence of the following group of fields must exist. The first occurrence must have a step effective date of 5 years for the first effective due date after modification.					
Step – Interest Rate Step Number	The sequence is used to uniquely identify and order Loan Interest Rate Adjustment schedule records specific to the loan's step rate schedule.	Numeric (4)		M	M
Step – Payment Effective Date	The date the payment will be effective.	Date (CCYY-MM-DD)		M	M
Step – Note Rate	The interest rate in the month after loan modification.	Numeric (6,4)		M	M
Step – New Interest Rate – Step Duration	After modification step duration. If this step is the last step and will be the rate and payment effective for the life of the loan, then duration is not required.	Numeric (4)		M	M
Step – Principal and Interest Payment	P&I Amount - The amount of the principal and/or interest payment due on the loan for each installment, beginning on the effective date.	Currency (20,2)		M	M



### Exhibit B: HAMP Monthly Trial Data Collection Elements

The following data elements are necessary for recording borrower payments during the trial period.

Name	Definition	Data Type	Allowable Values	Mandatory/ Conditional
HAMP Servicer Number	A unique identifier assigned to each Servicer that is participating in the HAMP program.	Text (30)		M
Servicer Loan Number	The unique (for the lender) identifier assigned to the loan by the lender that is servicing the loan.	Text (30)		M
GSE Loan Number	A unique number assigned to each loan by a GSE (Fannie or Freddie)	Text (30)		C
GSE Servicer Number	The Fannie Mae or Freddie Mac unique Servicer identifier.	Text (30)		C
Trial Payment Number	The number of the trial payment being reported. The code that is used to define a single payment number that will be one of a series of payments that together will complete a loan trial payment period.	Numeric (4,0)		M
Trial Payment Received Amount	The actual dollar amount of the payment received from the borrower to the servicer for the trial payment.	Currency (20,2)		M
Trial Payment Posted Date	The date the payment was posted during the trial period.	Date (CCYY-MM-DD)		M

### Exhibit C: Monthly Loan Activity Records

The following data elements are required for monthly loan activity records (LARs). Step rate attributes (interest rate, rate effective date, P&I payment) will only be reported on the LAR the month before the rate change is effective. The Action Code and Action Date are only reported when a loan is being removed (e.g., payoff, repurchase).

Name	Definition	Data Type	Allowable Values	Mandatory/ Conditional
HAMP Servicer Number	A unique identifier assigned to each Servicer that is participating in the HAMP program.	Text (30)		M
Servicer Loan Number	The unique (for the lender) identifier assigned to the loan by the lender that is servicing the loan.	Text (30)		M
Last Paid Installment Date After Modification	The due date of the last paid installment of the loan.	Date (CCYY-MM-DD)		M
Unpaid Principal Balance After Modification	The unpaid principal balance of a loan after the loan modification. The unpaid principal balance after modification excludes any applicable forbearance amount and can also be referred to as Net UPB Amount.	Currency(20,2)		M
Interest Payment	Interest portion of the P&I remitted	Currency(20,2)		M
Principal Payment	Principal portion of the P&I remitted	Currency(20,2)		M
Step – Payment Effective Date	The date the payment will be effective.	Date (CCYY-MM-DD)		C
Step – Note Rate	The interest rate in the month after loan modification.	Numeric (6,4)		C
Step – Principal and Interest Payment	P&I Amount - The amount of the principal and/or interest payment due on the loan for each installment, beginning on the effective date.	Currency(20,2)		C
Action Code	A code reported by the lender to update the loan that indicates the action that occurred during the reporting period	Numeric	60 (payoff) 65 (repurchase) 70 (liquidation held for sale) 71 (liquidation 3 <sup>rd</sup> party sale/condemnation/assigned to FHA/VA) 72 (liquidated – pending conveyance) 76 (Deed in Lieu) 77 (Deed-in-Lieu with Jr. lien) 78 (Short Sale) 79 (Short Sale with Jr. Lien)	C
Action Code Date	The effective date of the action associated with the action code. The action date is required for certain action codes.	Date (CCYY-MM-DD)	N/A	C

**Exhibit D**  
**HAMP Additional Data Requirements**

Data required to be collected as specified below must be reported on a loan by loan basis starting on October 1, 2009. This document does not describe all of the data that the servicer must retain; it addresses only the data that must be reported.

Must be reported starting October 1, 2009 for transactions occurring before October 1, 2009

- Race, ethnicity, sex of borrower and co-borrower (submission by borrower is voluntary)
- Middle name of borrower and co-borrower
- Date of birth of borrower and co-borrower
- Credit score of borrower and co-borrower
- NPV Model inputs, e.g., discount rate, flag for nonstandard model, non-standard re-default rate, non-standard cure rate
- Selected data on loan, borrower, and property characteristics as of origination, to the extent already required by OCC or OTS to be reported under "Mortgage Metrics"

The above fields must be collected as follows and reported starting October 1, 2009:

- all completed modifications;
- trial modifications commenced on or after July 1, 2009; and
- starting on October 1, 2009, loans evaluated for a modification (to be defined) that do not enter trial modifications.

Must be reported starting October 1, 2009 (detailed definitions to be provided by June 1, 2009)

- Reason loans evaluated for a modification were not modified, or that trial modification was not completed
- Status and disposition of eligible loans not modified, including trial mods not completed
- Status and disposition of loans that were modified but failed to remain in good standing because they became 90 or more days delinquent
- Second liens – flag for presence of a second lien; source of information (e.g., credit report); available terms (e.g., fixed vs. ARM; closed- vs. open-end); owner; and payoff. Continuous tracking of second lien status is not required.
- Purpose of loan (e.g., home purchase, refinance, cash-out refi)
- Information about foreclosure suspension
- Information about reliance on non-borrower household income
- Flag for borrower in bankruptcy at time of modification
- Flag for borrower in loss mitigation prior to modification
- Information about involvement of a third party representing the borrower
- Information about mortgage insurance



**Exhibit 3**

**Rosenbaum Declaration**

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*Counsel for The ResCap Borrower Claims Trust*

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

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

**DECLARATION OF NORMAN S. ROSENBAUM IN SUPPORT OF  
RESCAP BORROWER CLAIMS TRUST'S OBJECTION TO CLAIM NO. 4222 FILED  
BY TODD SILBER**

Norman S. Rosenbaum, pursuant to 28 U.S.C. § 1746, declares under penalty of perjury:

1. I am a partner in the law firm of Morrison & Foerster LLP ("M&F"). M&F maintains offices for the practice of law, among other locations in the United States and worldwide, at 250 West 55th Street, New York, New York 10019. I am an attorney duly admitted to practice before this Court and the courts of the State of New York. By this Court's Order entered on July 16, 2012, M&F was retained as counsel to Debtors,<sup>1</sup> and subsequent to the effectiveness of the confirmed Plan, M&F has been engaged by the Borrower Trust.

2. I submit this declaration (the "Declaration") in support of the *ResCap Borrower Claims Trust's Objection to Claim No. 4222 Filed by Todd Silber* (the "Objection") and in

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to such terms as set forth in the Objection.

compliance with this Court's Order entered on March 21, 2013, pursuant to section 105(a) of Title 11, United States Code (the "Bankruptcy Code") and Rules 1009, 3007 and 9019(b) of the Federal Rules of Bankruptcy Procedure approving: (i) Claim Objection Procedures; (ii) Borrower Claim Procedures; (iii) Settlement Procedures; and (iv) Schedule Amendment Procedures [Docket No. 3294] (the "Claims Objection Procedures Order").

3. It is my understanding that in connection with the filing of the Objection, prior to the Effective Date of the Plan, the Debtors complied with the Borrower Claim Procedures. I have been advised by M&F attorneys under my supervision that, prior to the Plan's Effective Date, in accordance with the Claims Objection Procedures Order, prior to filing the Objection, the Debtors' personnel mailed a request letter to Todd Silber ("Silber") to request additional supporting documentation and explanation in support of claim number 4222 (the "Silber Claim"). I am further advised that the Debtors conferred with SilvermanAcampora LLP then acting as Special Counsel to the Creditors' Committee for Borrower Issues ("Special Counsel") in drafting the request letter and provided Special Counsel with copies of the request letter sent to the Silber.

4. Except as otherwise set forth herein, to the best of my knowledge, prior to the filing of the Objection, the Debtors and the Borrower Trust fully complied with all other relevant terms of the Claims Objection Procedures.<sup>2</sup>

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<sup>2</sup> The Objection deviates from the Borrower Claim Procedures in that it is not supported by a declaration from Special Counsel. As of the Effective Date of the Plan, the Creditors' Committee was dissolved (see Plan at Art.XIII.D.). Because the Creditors' Committee was dissolved as of the Plan Effective Date (with the exception of certain limited duties provided for in the Plan), the Borrower Trust did not consult with Special Counsel prior to filing the Objection.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in New York, New York on January 12, 2015

/s/ Norman S. Rosenbaum

Norman S. Rosenbaum