

MORRISON & FOERSTER LLP
250 West 55th Street
New York, New York 10019
Telephone: (212) 468-8000
Facsimile: (212) 468-7900
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:

RESIDENTIAL CAPITAL, LLC, et al.,

Debtors.

)
)
)
)
)
)
)

Case No. 12-12020 (MG)

Chapter 11

Jointly Administered

**RESCAP BORROWER CLAIMS TRUST'S OMNIBUS REPLY IN SUPPORT OF ITS
EIGHTIETH OMNIBUS OBJECTION TO CLAIMS (NO-LIABILITY BORROWER
CLAIMS) AS TO CLAIM NOS. 345, 1533, 1660, AND 3743**



TABLE OF CONTENTS

	Page
PRELIMINARY STATEMENT	1
BACKGROUND	2
A. Burnett Claims	3
B. Sullivan Claim	7
C. Johnson Claim	9
REPLY	15
D. Burnett Claims	16
E. Sullivan Claim	21
F. Johnson Claim	21
CONCLUSION	25

EXHIBITS

Exhibit 1 Supplemental Declaration

TABLE OF AUTHORITIES

	Page(s)
CASES	
<u>Feinberg v. Bank of N.Y. (In re Feinberg),</u> 442 B.R. 215 (Bankr. S.D.N.Y. 2010)	15
<u>Ikelionwu v. United States,</u> 150 F.3d 233 (2d Cir. 1998)	18, 19
<u>In re Adelphia Commc'ns Corp.,</u> Case No. 02-41729 (REG), 2007 Bankr. LEXIS 660 (Bankr. S.D.N.Y. Feb. 20, 2007)	15
<u>In re Allegheny Int'l, Inc.,</u> 954 F.2d 167 (3d Cir. 1992)	15
<u>In re Asia Global Crossing, Ltd.,</u> 324 B.R. 503 (Bankr. S.D.N.Y. 2005)	17
<u>Integrated Res., Inc. v. Ameritrust Co., N.A. (In re Integrated Res., Inc.),</u> 157 B.R. 66 (S.D.N.Y. 1993)	17
<u>Midland Cogeneration Venture Ltd. P'ship v. Enron Corp. (In re Enron Corp.),</u> 419 F.3d 115 (2d Cir. 2005)	17
<u>In re Oneida Ltd.,</u> 400 B.R. 384 (Bankr. S.D.N.Y. 2009)	15
<u>In re Residential Capital, LLC,</u> 507 B.R. 477 (Bankr. S.D.N.Y. 2014)	15
<u>In re Rockefeller Ctr. Props.,</u> 272 B.R. 524 (Bankr. S.D.N.Y. 2000)	15
<u>Tapia v. U.S. Bank, N.A.,</u> 718 F. Supp. 2d 689 (E.D. Va. 2010)	20
STATUTES	
11 U.S.C. § 502(a)	15
11 U.S.C. § 502(b)(1)	15
12 U.S.C. § 2605(f)	19
12 U.S.C. § 2614	19
VA. CODE ANN. §§ 55-59.1 through 55-59.4	20

OTHER AUTHORITIES

U.S. Securities and Exchange Commission, *available at* <http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001359592&owner=exclude&count=40&hidefilings=0> (last visited Feb. 4, 2015)..... 16

The ResCap Borrower Claims Trust (the “Borrower Trust”), established pursuant to the terms of the Plan¹ filed in the above-captioned Chapter 11 Cases, as successor in interest to the above-captioned Debtors with respect to Borrower Claims, by and through its undersigned counsel, hereby submits this reply (the “Reply”) and the Supplemental Declaration of Kathy Priore, Associate Counsel to the ResCap Liquidating Trust (the “Supplemental Declaration”), annexed hereto as Exhibit 1, to the responses filed by: (i) Conrad P. Burnett (“Mr. Burnett”) [Docket No. 7938]² (the “Burnett Response”), (ii) Leslie G. Sullivan (“Mr. Sullivan”) [Docket No. 7955] (the “Sullivan Response”), and (iii) Nikki Johnson (“Ms. Johnson” and collectively with Mr. Burnett and Mr. Sullivan, the “Respondents”) [Docket No. 8023] (the “Johnson Response” and collectively with the Burnett Response and the Sullivan Response, the “Responses”) to the *ResCap Borrower Claims Trust’s Eightieth Omnibus Objection to Claims (No Liability Borrower Claims)* [Docket No. 7922] (the “Objection”) and in further support of the Objection. The Borrower Trust respectfully states as follows:

PRELIMINARY STATEMENT

1. The Borrower Trust examined the Responses and the statements submitted in support thereof. For purposes of this Reply and the Objection, the Borrower Trust takes these statements at face value. If the Court is not prepared to rule on the Objection with respect to Respondents, then the Borrower Trust reserves the right to take discovery from the Respondents.

2. As described herein and in the Supplemental Declaration, the Borrower Trust thoroughly examined the Debtors’ books and records that were prepared and kept in the course of their regularly conducted business activities (the “Books and Records”) in an effort to

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

² On January 28, 2015, Mr. Burnett filed an *Affidavit of David M. Petrovich in Support of Creditor Conrad P. Burnett’s Reply to Liquidating Trust’s 80th Omnibus Objection* [Docket No. 8036] (the “Petrovich Affidavit”). The Borrower Trust is treating the Petrovich Affidavit as part of the Burnett Response.

validate the accuracy of the allegations made in the Responses and the claims at issue, and for the reasons described herein, the Books and Records do not show any liability due and owing to any of the Respondents.

3. Moreover, as the Objection shifted the burden of proof back to the Respondents, the Respondents must demonstrate a valid claim against the Debtors' estates by a preponderance of the evidence. For the reasons set forth in the Objection, this Reply, and the Supplemental Declaration, the Respondents have failed to provide any explanation as to why their respective claims are valid and should be allowed against the Debtors' estates. For example, Mr. Burnett failed to respond to any of the arguments made by the Borrower Trust in the Objection, and his response, which raises entirely new bases for liability that were not including in the Burnett Claims, fails to put forward any evidence of wrongdoing by a debtor entity. In addition, Mr. Sullivan's allegations that the Debtors were responsible for loss in rental income are not supported by the facts, as the Debtors' records show Mr. Sullivan's loan was properly referred to foreclosure and that his renters stopped paying rent prior to the initiation of any foreclosure proceeding. Finally, Ms. Johnson's response raises entirely new bases for liability and, except for one incident, fails to provide evidence of any wrongdoing by any Debtor entity. Therefore, the Respondents have failed to meet their burden of proof, and the relief sought in the Objection should be granted with respect to each of the Respondents.

BACKGROUND

4. In connection with the claims reconciliation process, the Borrower Trust identified certain claims filed by Borrowers that it believed did not constitute valid liabilities of the Debtors (together, the "No Liability Borrower Claims"). See Supplemental Declaration ¶ 5.

5. The Debtors sent Request Letters to certain Borrowers, including all of the Respondents, requesting additional documentation in support of the No Liability Borrower

Claims.³ See Supplemental 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 or she 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 or her 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. See Supplemental Declaration ¶ 6.

6. The Debtors received responses to the Request Letters from the Respondents⁴ (the "Diligence Responses"), copies of which are attached to the Supplemental Declaration as Exhibit A. However, the Diligence Responses fail to allege bases for claims against the Debtors' estates. Further, as stated in the Objection, the Books and Records do not show any liability due and owing to the Respondents. See Supplemental Declaration ¶ 7.

Background Facts

A. Burnett Claims

7. On or around July 31, 2012, Mr. Burnett filed a proof of claim against Debtor GMAC Mortgage, LLC ("GMACM"), designated as Claim No. 345 asserting a priority claim for \$352,000.00. On November 8, 2012, Mr. Burnett filed another proof of claim against GMACM, designated as Claim No. 3743 (together with Claim No. 345, the "Burnett Claims"), asserting a secured claim for \$352,000.00. See Exhibit B to the Supplemental Declaration; see

³ A Request Letter was sent to Mr. Burnett regarding claim 345 on May 20, 2013 and to Mr. Sullivan, Ms. Johnson, and Mr. Burnett regarding claim 3743 on July 24, 2013. See Supplemental Declaration n. 3.

⁴ The Debtors received a Diligence Response from Mr. Burnett on June 20 and July 24, 2013, from Mr. Sullivan on July 8, 2013, and from Ms. Johnson on July 16, 2013. See Supplemental Declaration n. 4. The Diligence Response from Mr. Sullivan included medical records, which have been removed from the version of the Reply filed on the court's docket.

also Exhibit A to the proposed order to the Objection (“Exhibit A to the Objection”). The Burnett Claims each relate to alleged pre-petition conduct involving the same property and loan account. See Burnett Claims. The basis for the Objection, as further explained in this Reply, addresses the allegations in both of the Burnett Claims.

8. According to the Debtors’ books and records, non-Debtor Homestead Funding Corp. (“Homestead”) originated a loan to Mr. Burnett on April 10, 2006 (the “Burnett Loan”), secured by a mortgage on property located at 458 Lakeview Lane, Boyce, VA 22620 (the “Burnett Property”). See Exhibit A to the Objection; see also Burnett Note, attached to the Supplemental Declaration as Exhibit C, and Burnett Mortgage, attached to the Supplemental Declaration as Exhibit D. Debtor Residential Funding Company, LLC (“RFC”) purchased the loan from Homestead and then transferred its interest on or about May 1, 2006 when the loan was securitized and Deutsche Bank Trust Company Americas was appointed as Trustee. See Exhibit A to the Objection, see also Supplemental Declaration ¶ 9. Debtor Homecomings Financial (“Homecomings”) serviced the loan from May 10, 2006 until servicing transferred to GMACM on July 1, 2009. GMACM serviced the loan until the foreclosure on August 19, 2009 and subsequent sale out of REO on December 15, 2010. See Exhibit A to the Objection.

9. A substitute trustee’s deed was recorded on August 28, 2009 naming Specialized, Inc. as substitute trustee. See Substitute of Trustee, attached to the Supplemental Declaration as Exhibit E. The substitute trustee was executed with proper authority on behalf of MERS, as the signatory, Jeffrey Stephan, who had proper authority under a MERS corporate resolution. See MERS Corporate Resolution, attached to the Supplemental Declaration as Exhibit F.

10. On September 4, 2007, the Debtors mailed a breach letter to Mr. Burnett as his account was owing for the July through September 2007 payments. See Burnett Servicing Notes, attached to the Supplemental Declaration as Exhibit G. On October 22, 2007, the Debtors spoke to Mr. Burnett and he made a payment over the phone and brought the account current. See id.

11. On February 27, 2008, the Debtors were notified by Mr. Burnett's bank that a payment made on February 15, 2008 in the amount of \$2,650 was being returned for insufficient funds. See Burnett Servicing Notes. The Debtors mailed a letter to Mr. Burnett on February 28, 2008 informing him of the returned payment. See id.

12. On April 4, 2008, the Debtors mailed a breach letter to Mr. Burnett, as the account was owing for the February through April 2008 payments. See Burnett Servicing Notes. On April 16, 2008, Mr. Burnett applied for a loan modification through a HOPE representative. See Supplemental Declaration ¶ 14. On April 18, 2008, the Debtors approved Mr. Burnett for a traditional trial plan (the "April 2008 Trial Plan"). See id. However, on May 13, 2008, the April 2008 Trial Plan was cancelled because Mr. Burnett did not provide the initial payment. See May 13 Letter, attached to the Supplemental Declaration as Exhibit H.

13. On June 4, 2008, the Debtors approved Mr. Burnett for another traditional trial plan (the "June 2008 Trial Plan"). See June 2008 Trial Plan, attached to the Supplemental Declaration as Exhibit I. However, the Debtors cancelled the June 2008 Trial Plan on September 17, 2008 because Mr. Burnett did not make the trial payment due July 18, 2008. See Burnett Servicing Notes.

14. On September 23, 2008, the Debtors referred the Burnett Loan to foreclosure, as it was owing for the March 1, 2008 through September 1, 2008 payments. See Burnett Servicing Notes.

15. The Debtors set up a new traditional trial plan on October 17, 2008 and received a signed traditional trial agreement from Mr. Burnett on October 22, 2008 (the “October 2008 Trial Plan”). See October 2008 Trial Plan, attached to the Supplemental Declaration as Exhibit J. The October 2008 Trial Plan was cancelled on November 24, 2008 due to the Burnett Loan being approved for a permanent traditional modification, as discussed below. See Burnett Servicing Notes.

16. On November 24, 2008, the Debtors received a letter from Mr. Burnett dated November 11, 2008 (the “Burnett 2008 Letter”). See Burnett 2008 Letter, attached to the Supplemental Declaration as Exhibit K. However, the Burnett 2008 Letter was incorrectly imaged as a workout package and there was no response sent to Mr. Burnett. See Burnett Servicing Notes.

17. On December 8, 2008, the Debtors provided a traditional modification to Mr. Burnett that reduced his monthly payment from \$2,371.49 to \$2,227.79 and his interest rate from 7.125% to 5.781% (the “December 2008 Modification”). See December 2008 Modification, attached to the Supplemental Declaration as Exhibit L; see also . This brought Mr. Burnett’s account current, making the account owing for the January 1, 2009 payment. See Burnett Servicing Notes.

18. There is nothing in the Debtors’ books and records indicating a letter being received by the Debtors from Mr. Burnett on or around February 2, 2009. See Burnett Servicing Notes.

19. The Debtors referred Mr. Burnett's account to foreclosure on April 9, 2009, as it was owing for the January 1, 2009 through April 1, 2009 payments. See Burnett Servicing Notes.

20. Additional workout packages were sent to Mr. Burnett on April 13, 2009 and July 30, 2009; however, the Debtors never received a response from Mr. Burnett. See Burnett Servicing Notes. The July 30, 2009 workout package does not make any reference to Mr. Burnett's foreclosure. See Letter for July Workout Package, p. 4 of the Burnett Diligence Response.

21. On August 19, 2009, the Burnett Property was sold at a foreclosure sale and the property reverted to Deutsche Bank Trust Company Americas, as Trustee. See Supplemental Declaration ¶ 23. At the time of the sale, Mr. Burnett's account was owing for the January 1, 2009 payment. See id.

22. On December 15, 2010, the Burnett Property was sold out of REO to a bona-fide third party purchaser. See Supplemental Declaration ¶ 24.

B. Sullivan Claim

23. On or around October 22, 2012, Mr. Sullivan filed a proof of claim against GMACM, designated as Claim No. 1533 (the "Sullivan Claim"), asserting a secured claim for \$200,000.00.⁵ See Exhibit M to the Supplemental Declaration; see also Exhibit A to the Objection.

24. According to the Debtors' books and records, non-Debtor Home Savings of America, FA ("Home Savings") originated a loan to Mr. Sullivan on November 13, 1989 (the "Sullivan Loan"), secured by a deed of trust on 650 Royalty Court, Kissimmee, FL 34759 (the

⁵ The Sullivan Claim contained medical records, which have been removed from the version of the Reply filed on the court's docket.

“Sullivan Property”). See Exhibit A to the Objection; see also Sullivan Note, attached to the Supplemental Declaration as Exhibit N, and Sullivan Deed of Trust, attached to the Supplemental Declaration as Exhibit O.

25. RFC purchased the Sullivan Loan from Washington Mutual Bank, F.A. (who was the successor to Home Savings) and transferred its interest in the Sullivan Loan when it was securitized on or around July 1, 2005 where J.P Morgan Chase Bank, NA was appointed as trustee. See Exhibit A to the Objection; see also Sullivan Note. GMACM serviced the loan from February 24, 2005 until servicing was transferred to Ocwen Loan Servicing, LLC (“Ocwen”) on February 16, 2013. See Exhibit A to the Objection.

26. On January 31, 2008, the Debtors mailed an Options to Avoid Foreclosure letter to Mr. Sullivan, as Mr. Sullivan’s account was owing for the December 2007 payment. See Exhibit A to the Objection. On February 1, 2008, the Debtors spoke with Mr. Sullivan over the phone, at which time he informed the Debtors that his tenant was not making rent payments. See id; see also Sullivan Servicing Notes, attached to the Supplemental Declaration as Exhibit P.

27. As discussed in Exhibit A to the Objection, the Debtors attempted numerous times to work with Mr. Sullivan to bring his account current, including mailing Options to Avoid Foreclosure letters, delaying foreclosure to allow him time to reinstate his account, and taking his financial information to determine if he qualified for loss mitigation options. See Exhibit A to the Objection.

28. On September 15, 2008, Mr. Sullivan spoke with the Debtors over the phone and stated he was waiting for funds to come in from a 401(k) account in order to reinstate his account. See Exhibit A to the Objection; see also Sullivan Servicing Notes. On September

18, 2008, the Debtors referred the account to foreclosure, as the funds were not received, and the account was owing for the June through September 2008 payments. See id.

29. On October 6, 2008, Mr. Sullivan spoke with the Debtors over the phone and stated he would be able to reinstate the account in November as he is in the process of evicting his tenant (who was not paying rent) from the property. See Sullivan Servicing Notes. At this time, Mr. Sullivan agreed to a repayment plan that would bring the account current. See id. On October 16, 2008, Mr. Sullivan made the required payment under the Repayment Plan, and the Debtors closed the foreclosure on his account. See id.

30. The Sullivan Loan was current at the time servicing was transferred to Ocwen in February 2013. See Supplemental Declaration ¶ 30.

C. Johnson Claim

31. On or around October 24, 2012, Ms. Johnson filed a proof of claim against Debtor Residential Capital, LLC (“ResCap”), designated as Claim No. 1660 (the “Johnson Claim”), asserting a general unsecured claim in an unliquidated amount. See Exhibit Q to the Supplemental Declaration. See Exhibit A to the Objection. The Johnson Claim was reclassified as a general unsecured claim against GMACM pursuant to the Court’s *Supplemental Order Granting Debtors’ Thirty-Eighth Omnibus Objection to Claims (Wrong Debtor Borrower Claims)* [Docket No. 5898], entered November 20, 2013.

32. According to the Debtors’ books and records, non-Debtor USAA Federal Savings Bank (“USAA”) originated a loan to Ms. Johnson on April 25, 2002 (the “Johnson Loan”). See Exhibit A to the Objection; see also Johnson Note, attached to the Supplemental Declaration as Exhibit R, and Johnson Mortgage, attached to the Supplemental Declaration as Exhibit S. GMACM purchased the Johnson Loan from USAA and subsequently transferred its interest to Fannie Mae. See Exhibit A to the Objection. GMACM serviced the Johnson Loan

from April 25, 2002 until servicing was transferred to Greentree Servicing, LLC (“Greentree”) on February 1, 2013. See id.

33. On or about February 6, 2007, the Debtors referred the Johnson Loan to foreclosure as it was owing for the October 2006 payment. See Supplemental Declaration ¶ 33. On February 21, 2007, the Debtors spoke with Ms. Johnson over the phone, at which time Ms. Johnson indicated that she was in the process of finding a job and did not have the funds to apply toward the delinquency. See id. The Debtors took her financial information in order to consider her for a forbearance plan. See id. However, on March 19, 2007, the Debtors determined that forbearance was not an option as Ms. Johnson’s finances were insufficient to support any repayment plan. See id.

34. On November 3, 2007, the Debtors again spoke to Ms. Johnson over the phone and she requested a repayment plan. See Supplemental Declaration ¶ 34. The Debtors set up a repayment plan on Ms. Johnson’s account on November 5, 2007 with a \$15,000 contribution payment due November 12, 2007 and twelve remaining payments of \$4,192.09. See id. The Debtors mailed the repayment plan agreement to Ms. Johnson on November 5, 2007. See id. The Debtors attempted to call Ms. Johnson on November 6, 2012 to advise her of the repayment plan but there was no answer. See id. The Debtors cancelled the repayment plan on November 12, 2007 when the payment was not received. See id. The Debtors mailed a letter to Ms. Johnson informing her of the cancelled plan. See id.

35. On November 13, 2007, the Debtors were notified that Ms. Johnson had filed for Chapter 13 bankruptcy protection on November 12, 2007 in the Eastern District of Wisconsin (the “Wisconsin Bankruptcy Court”), case number 07-29029. See Supplemental Declaration ¶ 35.

36. On February 15, 2008, the Wisconsin Bankruptcy Court issued an order confirming Ms. Johnson's Chapter 13 plan (the "Chapter 13 Plan"). See Johnson Bankruptcy Docket, attached to the Supplemental Declaration as Exhibit T. Under the terms of the Chapter 13 Plan, all of Ms. Johnson's delinquent pre-petition payments would be paid by Ms. Johnson's Chapter 13 trustee, and all of the post-petition payments would be paid by Ms. Johnson. See Johnson Chapter 13 Plan, attached to the Supplemental Declaration as Exhibit U.

37. On September 18, 2008, the Debtors filed a motion for relief from the automatic stay (the "Stay Relief Motion") in Ms. Johnson's bankruptcy case because the Debtors' records showed that Ms. Johnson had not made the July through September 2008 payments. See Stay Relief Motion, attached to the Supplemental Declaration as Exhibit V. On October 2, 2008, Ms. Johnson filed an objection to the Stay Relief Motion, stating that she believed she had only missed the payments for August and September 2008. See Objection to Stay Relief Motion, attached to the Supplemental Declaration as Exhibit W. On October 20, 2008, Ms. Johnson and the Debtors entered into a stipulation that was entered by the Court that same day (the "2008 Johnson Stipulation"). See Johnson Bankruptcy Docket. The Johnson Stipulation provided that the Debtors would file a supplemental claim (the "2008 Johnson Supplemental Claim") in Ms. Johnson's bankruptcy for the delinquent payments, and that commencing in November 2008 and continuing through April 2009, Ms. Johnson would make all monthly payments on or before the sixteenth day of each month, and that if any payment is not received in a timely manner, the Debtors may submit an affidavit of default. The 2008 Johnson Stipulation also provided that attorney's fees and costs in the amount of \$800 were to be included in the amount of the 2008 Johnson Supplemental Claim. See Johnson Stipulation, attached to the Supplemental Declaration as Exhibit X.

38. Ms. Johnson contacted the Debtors indicating that there was an error in the calculation of the Johnson Supplemental Claim, as it included one payment that she had made. See Supplemental Declaration ¶ 38.⁶ As a result, the Debtors amended the Johnson Supplemental Claim on February 3, 2009 to make this adjustment. See id. A summary of all of the payments made by Ms. Johnson during her bankruptcy proceeding, which was prepared during Ms. Johnson's bankruptcy proceeding by the responsible foreclosure attorney and kept as part of the Debtors' books and records, is attached to the Supplemental Declaration as Exhibit Y.

39. On August 11, 2009, the Debtors filed an affidavit of default (the "August 2009 Affidavit of Default") in Ms. Johnson's bankruptcy case because Ms. Johnson had failed to comply with the Johnson Stipulation by not making her April through July 2009 payments. See August Affidavit of Default, attached to the Supplemental Declaration as Exhibit Z. The legal fees associated with the August 2009 Affidavit of Default were \$150. On August 13, 2009, Ms. Johnson filed an objection to the August 2009 Affidavit of Default, in which she acknowledged that she paid the April payment late, but asserted that a representative for GMACM told her it would not be a problem as long as the payment was received by the end of April. She also alleged that the May and June payments were accepted by the Debtors. See Objection to August 2009 Affidavit of Default, attached to the Supplemental Declaration as Exhibit AA.

40. On September 18, 2009, the Debtors and Ms. Johnson entered into an agreed order (the "Johnson 2009 Agreed Order") whereupon it was agreed that Ms. Johnson

⁶ Ms. Johnson's monthly payment increased from \$2,457.01 to \$2,577.50 in June 2008. When Ms. Johnson made her June 2008 payment on June 26, 2008, she only paid \$2,457.01 (the old payment amount). See Summary of Bankruptcy Payments, attached to the Priore Declaration as Exhibit Z. This resulted in the entire amount being put in a suspense account, as it was not the full amount due. See id. When Ms. Johnson made the July 2008 payment of \$2,577.50 on September 5, 2008, \$120.49 of that payment went to cover the remaining amount owed for the June 2008 payment. As a result, the payment made on September 5, 2008 was not sufficient to pay the entire July 2008 payment, and the remaining \$2,457.01 was placed in suspense on the account. See id. This amount was not properly credited on the Supplemental Proof of Claim. See id.

would make two monthly mortgage payments, and that the Debtors would file a Supplemental Proof of Claim for the remaining arrearage. See Johnson 2009 Agreed Order, attached to the Supplemental Declaration as Exhibit BB. On October 13, 2009, the Debtors filed a supplemental proof of claim (the “2009 Supplemental Proof of Claim”) in the amount of \$3,281.13. See 2009 Supplemental Proof of Claim, attached to the Supplemental Declaration as Exhibit CC. The 2009 Supplemental Proof of Claim shows that Ms. Johnson was credited with payments made on May 1, 2009, May 29, 2009, and August 6, 2009, which addressed her April, May, and June 2009 monthly payments. See id. It also shows that Ms. Johnson was credited with a payment she made on September 25, 2009 in the amount of \$5,071.92, which was the amount required to be paid under the Johnson 2009 Agreed Order. See id. The amount of attorney’s fees and costs included in the 2009 Supplemental Proof of Claim was \$500. See id.

41. On February 11, 2010, the Debtors filed an Affidavit of Default (the “February 2010 Affidavit of Default”) in Ms. Johnson’s bankruptcy due to the mistaken belief that she had not made the December and January payments required under her Chapter 13 Plan.⁷ See February 2010 Affidavit of Default, attached to the Supplemental Declaration as Exhibit DD. Ms. Johnson filed an objection to the Affidavit of Default on February 15, 2010, which provided evidence of her payments. See Objection to February 2010 Affidavit of Default, attached to the Supplemental Declaration as Exhibit EE. On February 26, 2010, the Debtors withdrew the February 2010 Affidavit of Default. See Johnson Bankruptcy Docket. The attorney’s fees incurred as a result of the February 2010 Affidavit of Default were \$150, which

⁷ Payments made during a bankruptcy would be reflected in a different place in the Debtors records than other payments. The error was made because Debtor’s bankruptcy counsel did not look in the appropriate place in the Debtors’ books and records, and therefore did not see the payments that Ms. Johnson had made during her bankruptcy.

the Debtor waived upon discovery of the error. See Johnson Servicing Notes, attached to the Supplemental Declaration as Exhibit FF.

42. On February 29, 2012, Ms. Johnson's bankruptcy case was dismissed because Ms. Johnson was not making the necessary payments under her Chapter 13 plan. See Johnson Dismissal Order, attached to the Supplemental Declaration as Exhibit GG.

43. On March 16, 2012, the debtors mailed Ms. Johnson an Options to Avoid Foreclosure Letter. See Supplemental Declaration ¶ 43. The Debtors also mailed Ms. Johnson workout packages on March 20, April 5, April 20, and May 4, 2012. See id.

44. On June 29, 2012, the Debtors received a workout package from Ms. Johnson and received all of the necessary documents for review of the modification on August 13, 2012. See Supplemental Declaration ¶ 44. On August 24, 2012, the Debtors approved Ms. Johnson for a HAMP trial modification plan, which required three monthly payments to be made in the amount of \$1,083.31. See id.

45. Ms. Johnson completed the HAMP Trial Plan on December 6, 2012 and the Debtors approved Ms. Johnson for a permanent HAMP modification on December 31, 2012. See Supplemental Declaration ¶ 45 The modification reduced her interest rate from 6.75% to 2%, with a ceiling of 3.375% and reduced her monthly payment from \$2,746.75 to \$1,083.18. See id. On January 10, 2013, the Debtors received the signed permanent modification from Ms. Johnson. See Johnson HAMP Modification, attached to the Supplemental Declaration as Exhibit HH.

46. Ms. Johnson's account was current when servicing transferred to Greentree on February 1, 2013. See id.

REPLY

47. 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). As noted previously by the Court, claims objections have a shifting burden of proof. Pursuant to Federal Rule of Bankruptcy Procedure 3001(f), a claimant establishes a prima facie case against a debtor upon filing a proof of claim alleging facts sufficient to support the claim. The objecting party is thereafter required to produce evidence equal in force to that provided by the claimant to rebut the presumption of the claimant’s prima facie case. In re Residential Capital, LLC, 507 B.R. 477, 490 (Bankr. S.D.N.Y. 2014). See also In re Allegheny Int’l, Inc., 954 F.2d 167, 173-74 (3d Cir. 1992).

48. Once an objection refutes an essential allegation of the claim, the burden of persuasion is on the holder of a proof of claim to establish a valid claim against a debtor by a preponderance of the evidence. Residential Capital, 507 B.R. at 490; Feinberg v. Bank of N.Y. (In re Feinberg), 442 B.R. 215, 220-22 (Bankr. S.D.N.Y. 2010); In re Oneida Ltd., 400 B.R. 384, 389 (Bankr. S.D.N.Y. 2009); In re Adelphia Commc’ns Corp., Case No. 02-41729 (REG), 2007 Bankr. LEXIS 660, at *15 (Bankr. S.D.N.Y. Feb. 20, 2007); In re Rockefeller Ctr. Props., 272 B.R. 524, 539 (Bankr. S.D.N.Y. 2000).

D. Burnett Claims

The Burnett Response is an Improper Amendment to the Burnett Claims

49. In the Burnett Response, Mr. Burnett fails to address the basis of the objection to the Burnett Claims, which was that (i) the Debtors were not liable for not exercising the interest rate reduction clause in the Pooling and Servicing Agreement (“PSA”) for loan modifications because there was no such requirement in the PSA⁸ and the Debtors offered Mr. Burnett an interest rate reduction as part of the December Modification (see December Modification); (ii) Mr. Burnett’s allegations related to the Substitute Trustee are not true, and furthermore Mr. Burnett has failed to demonstrate how he was damaged by the alleged actions; (iii) the Debtors cannot be liable for breaching the terms of a letter sent to Mr. Burnett because the letter does not make the promises that Mr. Burnett alleges; and (iv) the Debtors made numerous attempts to provide Mr. Burnett with a loan modification, and therefore cannot be liable for not giving him the opportunity to modify his loan.

50. Rather than address the merits of the Objection, Mr. Burnett offers eleven “affirmative defenses” to the Objection, each asserting a purported new basis of liability. However, all of these so-called affirmative defenses are being raised for the first time in the Burnett Response. These “affirmative defenses” include allegations that there was no consideration offered in exchange for an unspecified loan modification, the Debtors provided false statements to the government to obtain federal funding, the Debtors violated Section 8 of the Clayton Act, the Objection is barred by the doctrine of laches, the mortgage and note are illegal under the Real Estate Settlement Procedures Act (“RESPA”), the Debtors’ failure to

⁸ All the documents related to the securitization deal can be found at the U.S. Securities and Exchange Commission, available at: <http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001359592&owner=exclude&count=40&hidefilings=0> (last visited Feb. 4, 2015).

respond to letters sent by Mr. Burnett, the Borrower Trust does not have standing to object to the Burnett Claims, the Debtors breached a contract with Mr. Burnett by failing to provide the original promissory note, the Debtors did not comply with FHA loan servicing requirements, the Debtors failed to comply with the Single-Family Loan Insurance Program, the mortgage was unconscionable because it waives rights Mr. Burnett was entitled to, and the Debtors are not permitted to profit from their own inequity.

51. None of these allegations were raised in the Burnett Claims or in the Diligence Response received from Mr. Burnett. As a result, the Burnett Response is improperly seeking to amend the Burnett Claims. When a bar date has passed, and a creditor seeks to file an amended proof of claim “[t]he decision to allow the amendment of the claim is committed to the discretion of the bankruptcy judge.” In re Asia Global Crossing, Ltd., 324 B.R. 503, 507 (Bankr. S.D.N.Y. 2005). In the Second Circuit, the court may only allow a late amended proof of claim when there was an “assertion of a similar claim or demand evidencing an intention to hold the estate liable.” Midland Cogeneration Venture Ltd. P’ship v. Enron Corp. (In re Enron Corp.), 419 F.3d 115, 133 (2d Cir. 2005) (quoting Integrated Res., Inc. v. Ameritrust Co., N.A. (In re Integrated Res., Inc.), 157 B.R. 66, 70 (S.D.N.Y. 1993)). See also this Court’s *Memorandum Opinion and Order Sustaining Borrower Claims Trust’s Objection to Claim No. 5282 of Michelle Lawson* [Docket No. 7328].

52. In this case, nothing in the Burnett Claims demonstrates an intention to hold the estates liable for any of the “affirmative defenses” in the Burnett Response. As a result, these new bases should be barred as untimely because they fail to satisfy the applicable standards relating to amendments to proofs of claim and work significant prejudice against the Debtors’ estates.

None of the “Affirmative Defenses” State a Valid Claim Against the Debtors

53. Even if the allegations in the Burnett Response were considered, Mr. Burnett has not stated a valid basis for liability of the Debtors in the Burnett Response. The allegation that there was no consideration offered in exchange for the loan modification has no basis because Mr. Burnett has not shown how this allegation creates a liability of the Debtors. Furthermore, contrary to Mr. Burnett’s assertion, the Debtors provided consideration for the December 2008 Modification offered to Mr. Burnett in the form of a reduced interest rate and monthly payment, but Mr. Burnett failed to meet his obligation under such modification when he did not make the initial payment. See ¶ 17 *supra*.

54. Mr. Burnett also alleges that the Debtors are liable under the False Claims Act for alleged false statements to the government. Mr. Burnett provides nothing more than conclusory allegations of these purported false statements, and does not allege what the alleged false statements were or when they were purportedly made. Furthermore, Mr. Burnett alleges that the Debtors provided the alleged false statements to the United States government, not Mr. Burnett. As a result, Mr. Burnett has failed to demonstrate any liability of the Debtors arising from the False Claims Act.

55. Mr. Burnett’s third affirmative defense makes references to the Clayton Act. However, Mr. Burnett does not specify how the Debtors purportedly violated the Clayton Act, nor how Mr. Burnett was damaged by any alleged violations. As a result, Mr. Burnett has failed to demonstrate any liability of the Debtors arising from the Clayton Act.

56. Mr. Burnett, confusingly, alleges that the Objection is barred by the equitable doctrine of laches. Laches “is an equitable defense that bars a plaintiff’s ... claim where he is guilty of unreasonably and inexcusable delay that has resulted in prejudice to the

defendant.” Ikelionwu v. United States, 150 F.3d 233, 237 (2d Cir. 1998) (citation and internal quotations omitted). However, Mr. Burnett, in asserting his proof of claim, is the plaintiff in this situation. Furthermore, the Borrower Trust clearly is permitted to object to the claim pursuant to Art. VIII.A.3. of the Plan, and the deadline for objecting to claims has not yet passed. See Plan [Docket No. 6065]. Mr. Burnett does not state how he was harmed by any alleged delay in filing the Objection. As a result, Mr. Burnett has failed to demonstrate that the Objection is barred by the equitable doctrine of laches. Furthermore, Art. VIII.A.3 of the Plan specifically grants the Borrower Trust standing to bring the Objection, and therefore Mr. Burnett’s allegations that the Borrower Trust lacks standing because it “failed to join an indispensable party” lacks merit.

57. The Debtors are not liable for Mr. Burnett’s allegations regarding alleged RESPA violations related to the origination of the Burnett Loan or that the mortgage or deed of trust was unconscionable or inequitable because the Debtors did not originate the Burnett Loan, and therefore cannot be liable for any purported issues with the loan’s origination.

58. In the Petrovich Affidavit (included in the Burnett Response), while there is no mention of RESPA, it appears that Mr. Burnett is arguing that the Debtors failed to respond to the Burnett 2008 Letter, as well as a letter allegedly sent to the Debtors on February 2, 2009, as required by 12 U.S.C. § 2605(e). However, the assertion of a cause of action under the RESPA requires a showing of actual damages, which Mr. Burnett has not alleged. See 12 U.S.C. § 2605(f). 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. The alleged violation occurred on December 24, 2008, thirty days after the Burnett 2008 Letter was received. Therefore, the three year statute of limitations had expired prior to the Petition Date. Similarly, while the Debtors’ records do not reflect a letter being received from Mr. Burnett on or around

February 2, 2009, even if such a letter was received, the three year statute of limitations would have run prior to the Petition Date.

59. Mr. Burnett further argues that the Debtors are liable for breach of contract because they did not provide the original promissory note when filing the foreclosure suit, and as a result the foreclosure is invalid. However, there is nothing under the note or deed of trust that requires the Debtors to file the original promissory note when filing a foreclosure suit. See Burnett Note and Burnett Deed of Trust. Additionally, there is nothing under Virginia state law that requires the original promissory note to be provided in order to commence a non-judicial foreclosure. See Tapia v. U.S. Bank, N.A., 718 F. Supp. 2d 689, 698 (E.D. Va. 2010) (“Virginia is a non-judicial foreclosure state. Sections 55-59.1 through 55-59.4, which set forth the procedural requirements for a non-judicial foreclosure, do not require an interested party to prove “standing” in a court of law before initiating the foreclosure process.”); see also VA. CODE ANN. §§ 55-59.1 through 55-59.4. Thus, Mr. Burnett has failed to demonstrate any liability of the Debtors for breach of contract.

60. The Burnett Response also alleges that the Debtors did not comply with the servicing requirements for loans insured by the Federal Housing Administration (“FHA”), nor did they comply with the requirements of the requirements of 12 U.S.C. § 1709, which lists the eligibility requirements for FHA insured loans. However, the Burnett Loan is not insured by FHA, see Supplemental Declaration ¶ 9, and therefore is not subject to these requirements.

61. As a result, even if the “affirmative defenses” raised in the Burnett Response were not improper amendments to the Burnett Claims, they still fail to state any basis for liability of the Debtors to Mr. Burnett.

E. Sullivan Claim

62. In the Sullivan Response, Mr. Sullivan fails to address the basis for the Objection, namely that the foreclosure action was entirely proper because Mr. Sullivan's account was delinquent at the time the account was referred to foreclosure, and the Debtors are not liable for lost rental income arising from the foreclosure because the Debtors records show that Mr. Sullivan's tenants were not paying rent prior to Mr. Sullivan's account being referred to foreclosure. Rather, the Sullivan Response merely makes conclusory allegations that the Debtors acted carelessly and improperly, and restates the allegation that the Debtors are liable for Mr. Sullivan's renters not paying rent and for his credit score being lowered.

63. As was demonstrated in ¶ 28 *supra* and Exhibit A to the Objection, the Debtors properly referred Mr. Sullivan's account to foreclosure, as it was owing for the June through September 2008 payments. Therefore, any problems that the foreclosure caused to Mr. Sullivan are not the result of any wrongdoing on the part of the Debtors, but are the result of his failure to make his required loan payments. Furthermore, as discussed in ¶ 26 *supra*, the Debtors' records show that Mr. Sullivan's tenants had stopped paying rent long before the account was referred to foreclosure, and that this was one of the reasons he could not make the required payments. Therefore, any lost rental income was not caused by the foreclosure, but, according to Mr. Sullivan, was caused by his tenants refusing to provide or not providing Mr. Sullivan with rental payments. As a result, Mr. Sullivan has failed to show any wrongdoing on the part of any Debtor entity.

F. Johnson Claim

64. In the Johnson Response, Ms. Johnson states that her claim was filed "with the understanding that the Independent Foreclosure review process found my claim was valid and was going to investigate to determine the financial injury as a result of the errors or

other problems during the foreclosure process.” She states that the amount she received from the Independent Foreclosure Review was not sufficient to account for the damages she incurred, which allegedly stem from attorney’s fees associated with the Affidavit of Default filed in her bankruptcy case. See Johnson Response p. 1. She also alleges that she is owed approximately \$5,000 on “credits on her mortgage,” and that she should be reimbursed for fees incurred for making her payments over the phone. See Johnson Response p. 2.

65. As an initial matter, none of these allegations were raised in the Johnson Claim or in the response Ms. Johnson submitted to the Debtors’ request letter. As a result, the Johnson Response is improperly amending the Johnson Claim for the same reasons discussed in ¶¶ 49-51 *supra*. Nothing in the Johnson Claim indicated to the Debtors that Ms. Johnson was intending to hold the Debtors liable for anything other than a determination made by the independent foreclosure review, and did not describe any wrongdoing by the Debtors in either the Johnson Claim or Ms. Johnson’s response to the Debtors’ Request Letter. As a result, these new bases should be barred as untimely because they fail to satisfy the applicable standards relating to amendments to proofs of claim and work significant prejudice against the Debtors’ estates.

66. Notwithstanding, as discussed in Exhibit A to the Objection, the Debtors can have no liability for any determination made by the Independent Foreclosure Review because it is a non-Debtor related program that does not have the authority or ability to impute liability to the Debtors for the benefit of a Claimant in connection with the Debtors’ chapter 11 cases. Therefore, because the only allegations in the properly filed Johnson Claim stem from liability resulting from the Independent Foreclosure Review, the Johnson Claim fails to state any liability arising from any action of the Debtors.

67. However, if the Court is so inclined to allow the Johnson Response to amend the Johnson Claim, the Debtors submit that, except for one instance, Ms. Johnson has not demonstrated any liability arising from any of the Debtors' actions.

68. Regarding the Stay Relief Motion, although the Debtors may have incorrectly calculated the amount that was owed at the time, there is no question that Ms. Johnson was in default of her obligations when the Stay Relief Motion was filed. As a result, the Debtors' error was not the cause of any attorney's fees incurred in relation to the Stay Relief Motion, as Ms. Johnson would have still incurred such fees even if the error had not occurred. As a result, the Debtors' estates cannot be liable for any attorney's fees resulting from the Stay Relief Motion.

69. Similarly, while the Debtors may have improperly calculated the amount that was owed by Ms. Johnson in the August 2009 Affidavit of Default, there is no question that Ms. Johnson was in default of her obligations at the time the August Affidavit of Default was filed, and therefore the Debtors' cannot be liable for the attorney's fees incurred for the August 2009 Affidavit of Default for the same reasons as are stated above.

70. With regards to the February 2010 Affidavit of Default, the Debtors admit that this was filed in error, and that as a result the Debtors could be liable for any damages incurred by Ms. Johnson on account of that error. Ms. Johnson submits that she incurred attorney's fees both from GMACM's counsel and from her own counsel. See Johnson Response p. 3. As noted in ¶ 41 *supra*, the Debtors removed the charges for attorney's fees associated with the February 2010 Affidavit of Default. As a result, Ms. Johnson at most is entitled to receive an allowed claim for the attorney's fees that she paid to her own counsel. According to the documentation submitted by Ms. Johnson, attorney's fees of \$3,179.25 were paid by her

personally, and some of these fees were incurred for services performed that were not related to the February 2010 Affidavit of Default. Therefore, if the Court determines Ms. Johnson is entitled to a claim, the Debtors submit that, Ms. Johnson is only entitled to a claim for a portion of this amount.

71. Ms. Johnson also attaches a bill from April 14, 2011 for \$868.20 that references services performed by her attorney for matters that have nothing to do with the Debtors, and therefore these charges cannot impute liability on the Debtors' estates.

72. Ms. Johnson also alleges that there were \$5,000 of payments made during her Chapter 13 bankruptcy that she was not credited for. Ms. Johnson does not allege which payments were not credited, and the Borrower Trust is not able to find any evidence in the Debtors' books and records that any payments were not credited. See Summary of Johnson Bankruptcy Payments; see also Johnson Servicing Notes. As a result, the Debtors' estates cannot be liable for charging Ms. Johnson more than she was owed during her Chapter 13 Bankruptcy.

73. Finally, Ms. Johnson alleges that she is entitled to be reimbursed for all of the charges she incurred for having to make her payments over the phone.⁹ However, as stated on p. 3 of the Johnson Response, Ms. Johnson voluntarily chose to make the payments over the phone, and therefore the Debtors' estates cannot be liable for such charges.

74. As a result, the Johnson Claim should be disallowed and expunged because the Debtors' estates cannot be liable for any finding of liability from the Independent Foreclosure Review, and all of Ms. Johnson's other allegations are barred as improper amendments to the Johnson Claim. Furthermore, even if the Court were to permit the Johnson Response to amend the Johnson Claim, the Debtors submit that the Debtors' estates can only be

⁹ The Debtors' books and records show that Ms. Johnson incurred \$450 in charges for making payments over the phone.

liable for the portion of attorney's fees Ms. Johnson incurred with regard to the February 2010 Affidavit of Default.

CONCLUSION

75. WHEREFORE, the Borrower Trust respectfully submits that the relief requested in the Objection should be granted in its entirety.

Dated: February 5, 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

Supplemental 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 OMNIBUS REPLY IN SUPPORT OF ITS EIGHTIETH OMNIBUS
OBJECTION TO CLAIMS (NO-LIABILITY BORROWER CLAIMS) AS TO CLAIM
NOS. 345, 1533, 1660, AND 3743**

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.¹ I am authorized to submit this declaration (the “Declaration”) in support of the *Rescap Borrower Claims Trust’s Omnibus Reply In Support of Its Eightieth Omnibus Objection to Claims (No-Liability Borrower Claims) As To Claim Nos. 345, 1533, 1660, And 3743* (the “Reply”).²

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 Claimants. Since

¹The 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.

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

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

5. In connection with the claims reconciliation process, the Borrower Trust identified certain claims filed by Borrowers that are not liabilities of the Debtors (together, the "No Liability Borrower Claims").

6. The Debtors sent Request Letters to certain Borrowers, including all of the Respondents, requesting additional documentation in support of the No Liability Borrower Claims.³ 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.

³ A Request Letter was sent to Mr. Burnett regarding claim 345 on May 20, 2013 and to Mr. Sullivan, Ms. Johnson, and Mr. Burnett regarding claim 3743 on July 24, 2013.

7. The Debtors received responses to the Request Letters from the Respondents⁴ (the “Diligence Responses”), attached hereto as Exhibit A. However, the Diligence Responses fail to allege bases for valid claims against the Debtors’ estates. Further, as stated in the Objection, the Books and Records do not show any liability due and owing to the Respondents.

The Burnett Claim

8. On or around July 31, 2012, Mr. Burnett filed a proof of claim against Debtor GMAC Mortgage, LLC (“GMACM”), designated as Claim No. 345 asserting a priority claim for \$352,000.00. On November 8, 2012, Mr. Burnett filed another proof of claim against GMACM, designated as Claim No. 3743 (together with Claim No. 345, the “Burnett Claims”), asserting a secured claim for \$352,000.00. See Exhibit B, attached hereto.

9. According to the Debtors’ books and records, non-Debtor Homestead Funding Corp. (“Homestead”) originated a loan to Mr. Burnett on April 10, 2006 (the “Burnett Loan”), secured by a mortgage on property located at 458 Lakeview Lane, Boyce, VA 22620 (the “Burnett Property”). See Burnett Note, attached hereto as Exhibit C, and Burnett Mortgage, attached hereto as Exhibit D. Debtor Residential Funding Company, LLC (“RFC”) purchased the loan from Homestead and then transferred its interest on or about May 1, 2006 when the loan was securitized and Deutsche Bank Trust Company Americas was appointed as Trustee. Debtor Homecomings Financial (“Homecomings”) serviced the loan from May 10, 2006 until servicing transferred to GMACM on July 1, 2009. GMACM serviced the loan until the foreclosure on August 19, 2009 and subsequent sale out of REO on December 15, 2010. The Burnett Loan was not insured by the Federal Housing Administration.

⁴ The Debtors received a Diligence Response from Mr. Burnett on June 20 and July 24, 2013, from Mr. Sullivan on July 8, 2013, and from Ms. Johnson on July 16, 2013.

10. A substitute trustee's deed was recorded on August 28, 2009 naming Specialized, Inc. as substitute trustee. See Substitute of Trustee, attached hereto as Exhibit E. The substitute trustee was executed with proper authority on behalf of MERS, as the signatory, Jeffrey Stephan, who had proper authority under a MERS corporate resolution. See MERS Corporate Resolution, attached hereto as Exhibit F.

11. On September 4, 2007, the Debtors mailed a breach letter to Mr. Burnett as his account was owing for the July through September 2007 payments. See Burnett Servicing Notes, attached hereto as Exhibit G. On October 22, 2007, the Debtors spoke to Mr. Burnett and he made a payment over the phone and brought the account current. See id.

12. On February 27, 2008, the Debtors were notified by Mr. Burnett's bank that a payment made on February 15, 2008 in the amount of \$2,650 was being returned for insufficient funds. See Burnett Servicing Notes. The Debtors mailed a letter to Mr. Burnett on February 28, 2008 informing him of the returned payment. See id.

13. On April 4, 2008, the Debtors mailed a breach letter to Mr. Burnett, as the account was owing for the February through April 2008 payments. See Burnett Servicing Notes.

14. On April 16, 2008, Mr. Burnett applied for a loan modification through a HOPE representative. On April 18, 2008, the Debtors approved Mr. Burnett for a traditional trial plan (the "April 2008 Trial Plan"). See Burnett Servicing Notes. However, on May 13, 2008, the April 2008 Trial Plan was cancelled because Mr. Burnett did not provide the initial payment. See May 13 Letter, attached hereto as Exhibit H.

15. On June 4, 2008, the Debtors approved Mr. Burnett for another traditional trial plan (the "June 2008 Trial Plan"). See June Trial 2008 Plan, attached hereto as Exhibit I.

However, the Debtors cancelled the June 2008 Trial Plan on September 17, 2008 because Mr. Burnett did not make the trial payment due July 18, 2008. See Burnett Servicing Notes.

16. On September 23, 2008, the Debtors referred the Burnett Loan to foreclosure, as it was owing for the March 1, 2008 through September 1, 2008 payments. See Burnett Servicing Notes.

17. The Debtors set up a new traditional trial plan on October 17, 2008 and received a signed traditional trial agreement from Mr. Burnett on October 22, 2008 (the “October 2008 Trial Plan”). See October 2008 Trial Plan, attached hereto as Exhibit J. The October 2008 Trial Plan was cancelled on November 24, 2008 due to the Burnett Loan being approved for a permanent traditional modification, as discussed below. See Burnett Servicing Notes.

18. On November 24, 2008, the Debtors received a letter from Mr. Burnett dated November 11, 2008 (the “Burnett 2008 Letter”). See Burnett 2008 Letter, attached hereto as Exhibit K. However, the Burnett 2008 Letter was incorrectly imaged as a workout package and there was no response sent to Mr. Burnett. See Burnett Servicing Notes.

19. On December 8, 2008, the Debtors provided a traditional modification to Mr. Burnett that reduced his monthly payment from \$2,371.49 to \$2,227.79 and his interest rate from 7.125% to 5.781% (the “December 2008 Modification”). See December 2008 Modification, attached hereto as Exhibit L. This brought Mr. Burnett’s account current, making the account owing for the January 1, 2009 payment. See Burnett Servicing Notes.

20. There is nothing in the Debtors’ books and records indicating a letter being received by the Debtors from Mr. Burnett on or around February 2, 2009. See Burnett Servicing Notes.

21. The Debtors referred Mr. Burnett's account to foreclosure on April 9, 2009, as it was owing for the January 1, 2009 through April 1, 2009 payments. See Burnett Servicing Notes.

22. Additional workout packages were sent to Mr. Burnett on April 13, 2009 and July 30, 2009; however, the Debtors never received a response from Mr. Burnett. See Burnett Servicing Notes. The July 30, 2009 workout package does not make any reference to Mr. Burnett's foreclosure. See Letter for July Workout Package, p. 4 of the Burnett Diligence Response.

23. On August 19, 2009, the Burnett Property was sold at a foreclosure sale and the property reverted to Deutsche Bank Trust Company Americas, as Trustee. At the time of the sale, Mr. Burnett's account was owing for the January 1, 2009 payment.

24. On December 15, 2010, the Burnett Property was sold out of REO to a bona-fide third party purchaser.

The Sullivan Claim

25. On or around October 31, 2012, Mr. Sullivan filed a proof of claim against GMACM, designated as Claim No. 1533 (the "Sullivan Claim"), asserting a secured claim for \$200,000.00. See Exhibit M, attached hereto.

26. According to the Debtors' books and records, non-Debtor Home Savings of America, FA ("Home Savings") originated a loan to Mr. Sullivan on November 13, 1989 (the "Sullivan Loan"), secured by a deed of trust on 650 Royalty Court, Kissimmee, FL 34759 (the "Sullivan Property"). See Sullivan Note, attached hereto as Exhibit N, and Sullivan Deed of Trust, attached hereto as Exhibit O.

27. On January 31, 2008, the Debtors mailed an Options to Avoid Foreclosure letter to Mr. Sullivan, as Mr. Sullivan's account was owing for the December 2007 payment. On February 1, 2008, the Debtors spoke with Mr. Sullivan over the phone, at which time he informed the Debtors that his tenant was not making rent payments. See Sullivan Servicing Notes, attached hereto as Exhibit P.

28. On September 15, 2008, Mr. Sullivan spoke with the Debtors over the phone and stated he was waiting for funds to come in from a 401(k) account in order to reinstate his account. See Sullivan Servicing Notes. On September 18, 2008, the Debtors referred the account to foreclosure, as the funds were not received, and the account was owing for the June through September 2008 payments. See id.

29. On October 6, 2008, Mr. Sullivan spoke with the Debtors over the phone and stated he would be able to reinstate the account in November as he is in the process of evicting his tenant (who was not paying rent) from the property. See Sullivan Servicing Notes. At this time, Mr. Sullivan agreed to a repayment plan that would bring the account current. See id. On October 16, 2008, Mr. Sullivan made the required payment under the Repayment Plan, and the Debtors closed the foreclosure on his account. See id.

30. The Sullivan Loan was current at the time servicing was transferred to Ocwen in February 2013.

The Johnson Claim

31. On or around October 24, 2012, Ms. Johnson filed a proof of claim against Debtor Residential Capital, LLC ("ResCap"), designated as Claim No. 1660 (the "Johnson Claim"), asserting a general unsecured claim in an unliquidated amount. See Exhibit Q, attached hereto.

32. According to the Debtors' books and records, non-Debtor USAA Federal Savings Bank ("USAA") originated a loan to Ms. Johnson on April 25, 2002 (the "Johnson Loan"). See Johnson Note, attached hereto as Exhibit R, and Johnson Mortgage, attached hereto as Exhibit S. GMACM purchased the Johnson Loan from USAA and subsequently transferred its interest to Fannie Mae. GMACM serviced the Johnson Loan from April 25, 2002 until servicing was transferred to Greentree Servicing, LLC ("Greentree") on February 1, 2013.

33. On or about February 6, 2007, the Debtors referred the Johnson Loan to foreclosure as it was owing for the October 2006 payment. On February 21, 2007, the Debtors spoke with Ms. Johnson over the phone, at which time Ms. Johnson indicated that she was in the process of finding a job and did not have the funds to apply toward the delinquency. The Debtors took her financial information in order to consider her for a forbearance plan. However, on March 19, 2007, the Debtors determined that forbearance was not an option as Ms. Johnson's finances were insufficient to support any repayment plan.

34. On November 3, 2007, the Debtors again spoke to Ms. Johnson over the phone and she requested a repayment plan. The Debtors set up a repayment plan on Ms. Johnson's account on November 5, 2007 with a \$15,000 contribution payment due November 12, 2007 and twelve remaining payments of \$4,192.09. The Debtors mailed the repayment plan agreement to Ms. Johnson on November 5, 2007. The Debtors attempted to call Ms. Johnson on November 6, 2012 to advise her of the repayment plan but there was no answer. The Debtors cancelled the repayment plan on November 12, 2007 when the payment was not received. The Debtors mailed a letter to Ms. Johnson informing her of the cancelled plan.

35. On November 13, 2007, the Debtors were notified that Ms. Johnson had filed for Chapter 13 bankruptcy protection on November 12, 2007 in the Eastern District of Wisconsin (the “Wisconsin Bankruptcy Court”), case number 07-29029.

36. On February 15, 2008, the Wisconsin Bankruptcy Court issued an order confirming Ms. Johnson’s Chapter 13 plan (the “Chapter 13 Plan”). See Johnson Bankruptcy Docket, attached hereto as Exhibit T. Under the terms of the Chapter 13 Plan, all of Ms. Johnson’s delinquent pre-petition payments would be paid by Ms. Johnson’s Chapter 13 trustee, and all of the post-petition payments would be paid by Ms. Johnson. See Johnson Chapter 13 Plan, attached hereto as Exhibit U.

37. On September 18, 2008, the Debtors filed a motion for relief from the automatic stay (the “Stay Relief Motion”) in Ms. Johnson’s bankruptcy case because the Debtors’ records showed that Ms. Johnson had not made the July through September 2008 payments. See Stay Relief Motion, attached hereto as Exhibit V. On October 2, 2008, Ms. Johnson filed an objection to the Stay Relief Motion, stating that she believed she had only missed the payments for August and September 2008. See Objection to Stay Relief Motion, attached hereto as Exhibit W. On October 20, 2008, Ms. Johnson and the Debtors entered into a stipulation that was entered by the Court that same day (the “2008 Johnson Stipulation”). See Johnson Bankruptcy Docket. The Johnson Stipulation provided that the Debtors would file a supplemental claim (the “2008 Johnson Supplemental Claim”) in Ms. Johnson’s bankruptcy for the delinquent payments, and that commencing in November 2008 and continuing through April 2009, Ms. Johnson would make all monthly payments on or before the sixteenth day of each month, and that if any payment is not received in a timely manner, the Debtors may submit an affidavit of default. The 2008 Johnson Stipulation also provided that attorney’s fees and costs in

the amount of \$800 were to be included in the amount of the 2008 Johnson Supplemental Claim. See Johnson Stipulation, attached hereto as Exhibit X.

38. Ms. Johnson contacted the Debtors indicating that there was an error in the calculation of the Johnson Supplemental Claim, as it included one payment that she had made.⁵ As a result, the Debtors amended the Johnson Supplemental Claim on February 3, 2009 to make this adjustment. A summary of all of the payments made by Ms. Johnson during her bankruptcy proceeding, which was prepared during Ms. Johnson's bankruptcy proceeding by the responsible foreclosure attorney and kept as part of the Debtors' books and record, is attached hereto as Exhibit Y.

39. On August 11, 2009, the Debtors filed an affidavit of default (the "August 2009 Affidavit of Default") in Ms. Johnson's bankruptcy case because Ms. Johnson had failed to comply with the Johnson Stipulation by not making her April through July 2009 payments. See August Affidavit of Default, attached hereto as Exhibit Z. The legal fees associated with the August 2009 Affidavit of Default were \$150. On August 13, 2009, Ms. Johnson filed an objection to the August 2009 Affidavit of Default, in which she acknowledged that she paid the April payment late, but asserted that a representative for GMACM told her it would not be a problem as long as the payment was received by the end of April. She also alleged that the May and June payments were accepted by the Debtors. See Objection to August 2009 Affidavit of Default, attached hereto as Exhibit AA.

⁵ Ms. Johnson's monthly payment increased from \$2,457.01 to \$2,577.50 in June 2008. When Ms. Johnson made her June 2008 payment on June 26, 2008, she only paid \$2,457.01 (the old payment amount). See Summary of Bankruptcy Payments, attached hereto as Exhibit Y. This resulted in the entire amount being put in a suspense account, as it was not the full amount due. See id. When Ms. Johnson made the July 2008 payment of \$2,577.50 on September 5, 2008, \$120.49 of that payment went to cover the remaining amount owed for the June 2008 payment. As a result, the payment made on September 5, 2008 was not sufficient to pay the entire July 2008 payment, and the remaining \$2,457.01 was placed in suspense on the account. See id. This amount was not properly credited on the Supplemental Proof of Claim. See id.

40. On September 18, 2009, the Debtors and Ms. Johnson entered into an agreed order (the “Johnson 2009 Agreed Order”) whereupon it was agreed that Ms. Johnson would make two monthly mortgage payments, and that the Debtors would file a Supplemental Proof of Claim for the remaining arrearage. See Johnson 2009 Agreed Order, attached hereto as Exhibit BB. On October 13, 2009, the Debtors filed a supplemental proof of claim (the “2009 Supplemental Proof of Claim”) in the amount of \$3,281.13. See 2009 Supplemental Proof of Claim, attached hereto as Exhibit CC. The 2009 Supplemental Proof of Claim shows that Ms. Johnson was credited with payments made on May 1, 2009, May 29, 2009, and August 6, 2009, which addressed her April, May, and June 2009 monthly payments. See id. It also shows that Ms. Johnson was credited with a payment she made on September 25, 2009 for \$5,071.92, which was the amount required to be paid under the Johnson 2009 Agreed Order. See id. The amount of attorney’s fees and costs included in the 2009 Supplemental Proof of Claim was \$500. See id.

41. On February 11, 2010, the Debtors filed an Affidavit of Default (the “February 2010 Affidavit of Default”) in Ms. Johnson’s bankruptcy due to the mistaken belief that she had not made the December and January payments required under her Chapter 13 Plan.⁶ See February 2010 Affidavit of Default, attached hereto as Exhibit DD. Ms. Johnson filed an objection to the Affidavit of Default on February 15, 2010, which provided evidence of her payments. See Objection to February 2010 Affidavit of Default, attached hereto as Exhibit EE. On February 26, 2010, the Debtors withdrew the February 2010 Affidavit of Default. See Johnson Bankruptcy Docket. The attorney’s fees incurred as a result of the February 2010

⁶ Payments made during a bankruptcy would be reflected in a different place in the Debtors records than other payments. The error was made because the Debtor’s bankruptcy counsel did not look in the appropriate place in the Debtors’ books and records, and therefore did not see the payments that Ms. Johnson had made during her bankruptcy.

Affidavit of Default were \$150, which the Debtor waived upon discovery of the error. See Johnson Servicing Notes, attached hereto as Exhibit FF.

42. On February 29, 2012, Ms. Johnson's bankruptcy case was dismissed because Ms. Johnson was not making the necessary payments under her Chapter 13 plan. See Johnson Dismissal Order, attached hereto as Exhibit GG.

43. On March 16, 2012, the debtors mailed Ms. Johnson an Options to Avoid Foreclosure Letter. The Debtors also mailed Ms. Johnson workout packages on March 20, April 5, April 20, and May 4, 2012.

44. On June 29, 2012, the Debtors received a workout package from Ms. Johnson and received all of the necessary documents for review of the modification on August 13, 2012. On August 24, 2012, the Debtors approved Ms. Johnson for a HAMP trial modification plan, which required three monthly payments to be made in the amount of \$1,083.31.

45. Ms. Johnson completed the HAMP Trial Plan on December 6, 2012 and the Debtors approved Ms. Johnson for a permanent HAMP modification on December 31, 2012. The modification reduced her interest rate from 6.75% to 2%, with a ceiling of 3.375% and reduced her monthly payment from \$2,746.75 to \$1,083.18. On January 10, 2013, the Debtors received the signed permanent modification from Ms. Johnson. See Johnson HAMP Modification, attached hereto as Exhibit HH.

46. Ms. Johnson's account was current when servicing transferred to Greentree on February 1, 2013

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

Dated: February 5, 2015

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

Exhibit A

Burnett Diligence Response

RESCAP

JUN 20 2013

MORRISON | FOERSTER

To: _____
By: KH

Claim Information

Claim Number	345
Basis of Claim 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 must provide copies of any and all documentation that you believe supports the basis for your claim.	"SEE ATTACHED"

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.

Loan Number: [REDACTED] 3818		
Address of property related to the above loan number: 458 Latview Lane, Boyle VA 22620		
City: Boyle	State: Virginia	ZIP Code: 22620

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

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

Claim Number: 345
Conrad P Burnett Jr.

Basis of Claim Response for RESCAP bankruptcy hearing case # 345

History and facts leading to claim

GMAC (servicer) foreclosed on property at 458 Lakeview Lane, Boyce VA August 19,2009

Foreclosure breached an agreement GMAC originated from a letter date July 29,2009 stating borrower had 30 days until sale. Borrower was never given same opportunities as other borrowers to modify or refinance and existing loan GMAC was servicing.(exhibit A)

Facts :

- GMAC did not exercise the interest rate reduction clause stated in the pooling and servicing agreement for loan modifications- RALI QS5-2006.
- GMAC appointed a substitute trustee by false notary and "robo signing" sending property to foreclosure sale. (Exhibit B)
- Notary Susan Turner was issued a consent order and did not log notarize documents per Pennsylvania Law. (Exhibit C)
- GMAC employee Jeffrey Stephan signed as Vice President of MERS when he was not a board appointed Vice President according to the terms and conditions of the MERS corporate by laws.

Summary of Events:

The consent order against Notary Susan Turner is verifiable evidence through a State Agency that the papers witnessed and signed to transfer possession of private property are now void. These documents should be removed from public record. The foreclosure and sale should be reversed and possession granted to original homeowner.

A default was never declared by the note holder of the loan.

Legal Basis for Claim:

The National Mortgage Settlement Fund was created to pay foreclosed homeowners a fee for damages due to foreclosures that violated State Laws and homeowners rights. A State agency has recognized wrong doing by GMAC and has issued a payment based on a review of evidence provided. This is verification of wrong doing by GMAC.

Enclosed is a copy of the check issued by the Virginia State Attorney General's office (exhibit D) for a wrongful foreclosure conducted by one of the 5 major mortgage servicers.

Claim # 345

My claims are a continuation for reimbursement for damages and wrong doing by GMAC and confiscation of private property. Violations of law have been established by the office of the Virginia State Attorney General..

Conclusion:

The claims I have filed against GMAC are to reimburse me for the home of 16 years which I did not want to lose. My claims (2 proof of claims) are to replace my wrongfully foreclosed home and punitive damages for civil conspiracy, destroyed credit, legal fees, and relocation expenses.

A handwritten signature in black ink, appearing to read "Carlos Burnett", with a stylized flourish at the end.

July 30, 2009

Conrad P Burnett
458 Lakeview Ln
Boyce, VA 22620-3171

|||||

Re: Loan Number

8818

Property Address

458 LAKEVIEW LANE
BOYCE, VA 22620

Dear Conrad P Burnett:

We have been unsuccessful in our attempts to reach you to discuss possible workout options. In order to consider a workout and/or repayment for your mortgage loan, it is critical that the enclosed Financial Analysis Form is completed and returned to our office at your earliest opportunity. Please fax the documentation to 1.866.709.4744. In addition to the completed Financial Analysis Form, please provide the following:

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

Please allow five business days from the date of receipt to process your financial package. If you have any questions regarding this information, please contact us at 1.800.799.9250 (Monday - Thursday 8:00 a.m. to 7:00 p.m., Friday 8:00 a.m. to 5:00 p.m., Central time). Thank you once again for contacting GMAC Mortgage. We look forward to assisting you in the near future.

Sincerely,

Asset Resolution Specialist

Enclosure

Please note, federal law requires that we advise you that this letter and all subsequent communication (written and/or oral) is an attempt to collect a debt and any information obtained will be used for that purpose.

Exhibit "A"

30 days to sale

Claim # 345

SUBSTITUTE OF TRUSTEE

THIS SUBSTITUTION OF TRUSTEE is made between **Mortgage Electronic Registration Systems, Inc.** as nominee for **Deutsche Bank Trust Company Americas** as Trustee for **RALI 2006QS5** (the "Noteholder") and **Conrad P. Burnett, Jr.** (the "Original Borrower(s)") being together the Grantors"; and **SPECIALIZED INC., OF VIRGINIA**, substitute trustee, as "Grantee":

WITNESSETH:

WHEREAS, by a Deed of Trust dated **April 10, 2006**, and recorded in the Clerk's Office of the Circuit Court of the **Clarke County**, Virginia, in Deed Book **457**, Page **02**; (the "Deed of Trust") the Original Borrower(s) conveyed to **Laura H. Franck** (the "Original Trustee(s)") certain real property described in the Deed of Trust to secure an indebtedness in the original principal sum of **THREE HUNDRED FIFTY TWO THOUSAND AND 00/100 (\$352,000.00)** and also described in said Deed of Trust; and

WHEREAS, SECTION 55-59(9) of the Code of Virginia provides that the Noteholder may remove the trustee(s) of the Deed of Trust and appoint successor trustee(s) for any reason;

NOW THEREFORE, the undersigned being the present holder of the note secured by the Deed of Trust, does hereby remove the Original Trustee(s) and does also hereby remove any substitute trustee(s) who may have been previously appointed in place of the

Exhibit "B"

Claim # 345

Substitute Trustee(s), and said Substitute Trustee(s) in accordance with the provisions of the Deed of Trust do/does succeed to all the title, power and duties conferred upon the Original Trustee(s) by the terms of said Deed of Trust and by applicable law.

WITNESS the following signature:

**Mortgage Electronic Registration Systems, Inc. as
nominee for Deutsche Bank Trust Company Americas
as Trustee for RALI 2006QS5**

By:

Name:

Title:

**Jeffrey Stephan
Vice President**

STATE OF

CITY/COUNTY OF

Montgomery

To-wit:

The foregoing instrument was acknowledged before me this 5 day of

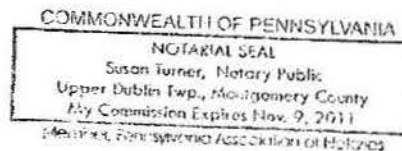
May, 2009, by **Jeffrey Stephan**
Vice President

on behalf of **Mortgage Electronic Registration Systems, Inc. as nominee for Deutsche Bank Trust Company Americas as Trustee for RALI 2006QS5.**

My Commission expires:

Notary Public

TS#: 09-V18240VA



CLAM # 375

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
BEFORE THE SECRETARY OF THE COMMONWEALTH

Commonwealth of Pennsylvania,
Bureau of Commissions, Elections, and
Legislation

vs.

Susan Turner,
Respondent

Docket No.: -99-12
File Nos. 10-99-08768
11-99-07232

ORDER

AND NOW, this 6th day of August 2012, the Secretary of the Commonwealth adopts and approves the foregoing Consent Agreement and incorporates the terms of paragraph 5 above, which shall constitute the Secretary of the Commonwealth's Order, and which is now issued in resolution of this matter.

This Order shall take effect immediately:

BY ORDER


Carol Aichele
Secretary of the Commonwealth

Date of Mailing:

For the Commonwealth:

August 7, 2012
Commonwealth of Pennsylvania
Department of State
P. O. Box 2649
Harrisburg, PA 17105-2649

For Respondent:

Kristin H. Jones, Attorney at Law
Pepper Hamilton LLP
3000 Two Logan Square, Eighteenth and Arch Sts
Philadelphia, PA 19103-2799

Exhibit "C"

CLAIM # 375

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
BEFORE THE SECRETARY OF THE COMMONWEALTH

PROTHONOTARY

2012 AUG -7 PM 12:46

Secretary of the Commonwealth

Commonwealth of Pennsylvania,
Bureau of Commissions, Elections, and
Legislation

vs.

Susan Turner,
Respondent

Docket No.: 6096 -99-12

File No.: 10-99-08768
11-99-07232

CONSENT AGREEMENT AND ORDER

PARTIES

The Commonwealth of Pennsylvania, Bureau of Commissions, Elections, and Legislation (Bureau) and Susan Turner (Respondent) stipulate as follows in settlement of the above-captioned case.

JURISDICTION

1. This matter is before the Secretary of the Commonwealth ("Secretary") pursuant to the Notary Public Law, Act of August 21, 1953, P.L. 1323, No. 373 *as amended*, 57 P.S. §§147-169 ("Law") and/or the Uniform Acknowledgement Act, Act of July 24, 1941, P.L. 490, *as amended*, 21 P.S. § 291.1-13(Act) of 1953, P.L. 1323, *as amended* ("Law"), 57 P.S. §§ 147-169.

2. At all relevant and material times, Respondent held a commission as a notary public within this Commonwealth, Notary I.D. Number 1237652.

STIPULATED FACTS

3. The Respondent admits that the following allegations are true:

a. Respondent's commission expired on November 9, 2011.

b. Respondent's last known office address on file with the Department of State is GMAC RESLAP, 1100 Virginia Dr., Forth Washington, PA 19034.

Claim # 345

c. Prior to October 2010, and while employed by GMAC where she used her notary seal, Respondent failed to be familiar with the duties of a notary.

d. Prior to September 2009, and while employed by GMAC where she used her notary seal, Respondent failed to log notarial acts as required by law.

e. On at least one occasion prior to October 2010, while employed by GMAC where she used her notary seal, Respondent failed to require a personal appearance.

ALLEGED VIOLATIONS

4. Based upon the foregoing factual allegations, the Secretary of the Commonwealth may, for good cause, issue a written reprimand, impose a civil penalty, suspend or revoke the Respondent's commission or order the Respondent to attend additional educational courses under the authority of Section 22 of the Act, 57 P.S. §§168 (a), (b) and (c), because:

a. Prior to October 2010, Respondent failed to be familiar with the duties of a notary public in violation of Section 5 of the Law, 57 P.S. §151(b);

b. Prior to September 2009, Respondent failed to log notarial acts as required by Section 15 of the Law, 57 P.S. § 161.

c. On at least one occasion prior to October 2010, Respondent failed to require a personal appearance as required by Section 12.1 of the law, 57 P.S. § 158.1.

ORDER

5. The parties intending to be legally bound consent to the issuance of the following Order in settlement of this matter:

a. Respondent violated the Law because prior to October 2010, Respondent failed to be familiar with the duties of a notary public in violation of Section 5 of the Law, 57 P.S. §151(b); prior to September

2009 failed to log notarial acts as required by Section 15 of the Law, 57 P.S. § 161; and on at least one occasion prior to October 2010, failed to require a personal appearance as required by Section 12.1 of the law, 57 P.S. § 158.1.

E. In consideration for not imposing other disciplinary sanctions, the Parties propose, and the Secretary hereby accepts the **PERMANENT VOLUNTARY SURRENDER/RELINQUISHMENT OF ANY FUTURE RIGHT** the Respondent may possess to apply for a new Commission, or other licenses, registrations, certificates or permits authorizing Respondent to practice as a notary. Respondent acknowledges that with the permanent voluntary surrender of any future right the Respondent may have to apply to for a new commission as a Notary, Respondent is surrendering any and all property rights she may have had in her Commission and will no longer be eligible to renew and/or apply for an authorization/commission to practice as a Notary. As further stated consideration for the Commonwealth not seeking that the Secretary impose other disciplinary sanctions against Respondent, Respondent agrees not apply for the issuance or reissuance/reinstatement of any authorizations to practice as a Notary. Respondent agrees that any future applications submitted by the Respondent may be and shall be immediately deemed denied.

c. The permanent voluntary surrender of Respondent's future right to apply for a commission shall be considered a disciplinary sanction and will be reported to other licensing authorities and any applicable national

databank as a disciplinary action.

d. Respondent will surrender to the Bureau Respondent's notary seal and notary embosser, if any, (or affidavit of loss or destruction), along with a signed copy of this Consent Agreement.

CASE SETTLED AND DISCONTINUED

5. This case shall be deemed settled and discontinued upon the Secretary issuing an Order adopting this Consent Agreement.

ACKNOWLEDGMENT OF NOTICE AND WAIVER OF HEARING

7. Respondent waives the filing of an Order to Show Cause in this matter. Respondent knowingly and voluntarily waives the right to an administrative hearing in this matter, and to the following rights related to that hearing: to be represented by counsel at the hearing; the right to present witnesses and testimony in defense or in mitigation of any sanction that may be imposed for a violation; to cross-examine witnesses and to challenge evidence presented by the Commonwealth; to present legal arguments by means of a brief; and to take an appeal from any final adverse decision.

NO MODIFICATION OF ORDER

8. Respondent agrees, as a condition of entering into this Consent Agreement, not to seek modification at a later date of the Order adopting and implementing this Consent Agreement without first obtaining the express written concurrence of the Prosecution Division.

AGREEMENT NOT BINDING ON OTHER PARTIES

9. This Consent Agreement is between the Commonwealth and Respondent only. Except as otherwise noted, this Agreement is to have no legal effect *a)* if the Office of General Counsel expresses an objection to the Agreement's form or legality and/or *b)* unless and until the Secretary issues the stipulated Order.

CLAM # 34

EFFECT OF SECRETARY'S REJECTION OF CONSENT AGREEMENT

10. Should the Secretary not approve this Consent Agreement, presentation to and consideration of this Consent Agreement and other documents and matters by the Secretary shall not prejudice the Secretary from further participation in the adjudication of this matter. This paragraph is binding on the participants even if the Secretary does not approve this Consent Agreement.

ENTIRE AGREEMENT

11. This agreement contains the whole agreement between the parties; provided however, that the captions printed in the various provisions of this agreement are for ease of reading only and are not to be interpreted as forming any part of this agreement. There are no other terms, obligations, covenants, representations, statements or conditions, or otherwise, of any kind whatsoever concerning this agreement.

AGREEMENT DOES NOT PREVENT ADDITIONAL DISCIPLINE BASED ON FUTURE CONDUCT

12. By virtue of this Consent Agreement, the Commonwealth and Respondent agree that they have resolved all issues relating to Respondent's compliance with the Law, as defined in paragraph 1, up through and including the date of this Consent Agreement. Nothing in this Consent Agreement or the Order based upon this Consent Agreement shall preclude the Prosecuting Attorney for the Commonwealth from filing charges or the Secretary from imposing disciplinary or corrective measures for violations or facts occurring after the date of this Consent Agreement.

VERIFICATION OF FACTS AND STATEMENTS

13. Respondent verifies that the facts and statements set forth in this Agreement are true and correct to the best of Respondent's knowledge, information and belief. Respondent understands that statements in this Agreement are made subject to the criminal penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

CONRAD P BURNETT
612 MCINTOSH DR
LINDEN, VA 22642-6212



COMMONWEALTH of VIRGINIA
Office of the Attorney General

Kenneth T. Cuccinelli, II
Attorney General

Re: *National Mortgage Settlement*

Dear Borrower:

Thank you for filing a claim to receive a payment from the National Mortgage Settlement fund. Your payment is one result of the agreement reached between our office, other state and federal law enforcement officials, and the country's five largest mortgage servicers. Your payment amount is based on the terms of the Settlement and the total number of eligible borrowers who filed claim forms.

Please cash or deposit your payment check as soon as possible. If the check is not cashed within ninety (90) days from the date on the check, it will become null and void and your right to receive the payment will be lost.

If you have any questions regarding your settlement check, please visit the Settlement website at www.nationalmortgagesettlement.com or call the office of the Settlement Administrator toll free 1-866-430-8358 (hearing impaired call 1-866-494-8281), Monday through Friday 7:00 a.m. – 7:00 p.m. Central Time.

Sincerely,

Kenneth T. Cuccinelli, II
Attorney General of Virginia

*** Neither your State Attorney General nor the Settlement Administrator can offer individual tax advice. Please contact a professional tax advisor or other qualified financial counselor with any questions concerning taxes. For tax information about your distribution, please see www.nationalmortgagesettlement.com/taxinfo.

NM

Detach and sign the back of this instrument

A 1131 000002054

Exhibit "D"

Claim #345

THIS DOCUMENT CONTAINS ANTI-THEFT DEVICES INCLUDING MICRO PRINTING AND A COLORED BACKGROUND. ABSENCE OF THESE FEATURES INDICATE A COPY.

Direct Payment Settlement Amount QSF
National Mortgage Settlement Administrator
PO Box 8043
Faribault, MN 55021-9443
www.nationalmortgagesettlement.com

The Huntington National Bank

56-1512
441

Check No. 0100198706

Date	CLAIM NUMBER	Amount
June 13, 2013	[REDACTED] 3740	\$1484.21

Financial Institutions may call
1-800-379-1145 to verify this check.

VOID AFTER NINETY (90) DAYS
NOT VALID FOR AMOUNT OTHER THAN \$1484.21
All payee signatures required on back in order for this instrument to be valid.

Pay: ONE THOUSAND FOUR HUNDRED EIGHTY-FOUR DOLLARS AND TWENTY-ONE CENTS
Payable to: CONRAD P BURNETT


Authorized Signature

[REDACTED]

claim # 375

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

UNITED STATES BANKRUPTCY COURT Southern District of New York		PROOF OF CLAIM
Name of Debtor GMAC MORTGAGE, LLC	Case Number 12-12032-MG	<div style="font-size: 24px; font-weight: bold;">RECEIVED</div> <div style="font-size: 18px; font-weight: bold;">JUL 31 2012</div> <div style="font-weight: bold;">KURTZMAN CARSON CONSULTANTS</div>
<small>NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.</small>		<div style="font-weight: bold;">COURT USE ONLY</div>
Name of Creditor (the person or other entity to whom the debtor owes money or property) CONRAD P BURNETT JR		
Name and address where notices should be sent 612 MCINTOSH DRIVE LINDEN, VA. 22642		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ <small>(if known)</small> Filed on: _____
Telephone number: (703) 300-7122 email: _____		<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.
Name and address where payment should be sent (if different from above) 612 MCINTOSH DRIVE LINDEN, VA. 22642		
Telephone number: (703) 300-7122 email: _____		
1. Amount of Claim as of Date Case Filed: \$ <u>352,000.00</u> 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. <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.		
2. Basis for Claim: <u>COMMERCIAL PAPER "DEED OF TRUST"</u> <small>(See instruction #2)</small>		
3. Last four digits of any number by which creditor identifies debtor: <div style="text-align: center; font-weight: bold;">4 8 4 0</div>	3a. Debtor may have scheduled account as: _____ <small>(See instruction #3a)</small>	3b. Uniform Claim Identifier (optional): _____ <small>(See instruction #3b)</small>
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff; attach required redacted documents, and provide the requested information.		
Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: <div style="text-align: right;">\$ <u>352,000.00</u></div>		Basis for perfection: <u>Security Instrument</u> Amount of Secured Claim: \$ <u>352,000.00</u> Amount Unsecured: \$ <u>0.00</u>
Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____		
Value of Property: \$ <u>232,700.00</u>		
Annual Interest Rate: <u>7.125%</u> <input checked="" type="checkbox"/> Fixed or <input type="checkbox"/> Variable <small>(when case was filed)</small>		
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.		
<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 \$2,000* 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 - 11 U.S.C. § 507 (a)(8)	<input checked="" type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507 (a)(9) C2
Amount entitled to priority: \$ <u>352,000.00</u>		
<small>*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.</small>		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		

JUL 27 2012

CLAIM # 345



12120321207270000000000003

Residential Capital, LLC
c/o KCC
2335 Alaska Ave
El Segundo, CA 90245

000005

PRF # 58316***
Case No.: 12-12020
Svl 2

PackID: 5
NameID: 10974709

Conrad P Burnett Jr.
612 McIntosh Drive
Linden, VA 22642

Claim # 345

RESCAP

MORRISON | FOERSTER

Claim Number: 345

Dear Claimant: Conrad P Burnett Jr.

You are receiving this letter because you or someone on your behalf filed a Proof of Claim form in the jointly-administered chapter 11 bankruptcy cases of Residential Capital, LLC ("ResCap"), GMAC Mortgage, LLC and other affiliated debtors and debtors in possession (collectively, the "Debtors") pending before the United States Bankruptcy Court for the Southern District of New York, Case No. 12-12020 (MG) (the "ResCap bankruptcy case") and we need additional information from you regarding the claims you are asserting against the Debtors.

The Information we Need From You Regarding Your Proof of Claim:

We received and reviewed a copy of the Proof of Claim form and document(s), if any, that you filed in the ResCap bankruptcy case. A copy of your Proof of Claim form is enclosed for your reference. We are unable to determine from the Proof of Claim form and the document(s), if any, you submitted why you believe you are owed money or other relief from one of the Debtors. In order to evaluate your claim, we need to understand why you believe you are owed money or are entitled to other relief from one of the Debtors.

You Must Respond to this Letter by no Later Than June 20, 2013:

In accordance with the Order of the Bankruptcy Court (Docket No. 3294, filed March 21, 2013), you must respond to this letter by no later than June 20, 2013 with an explanation that states the legal and factual reasons why you believe that one of the Debtors owed you money as of May 14, 2012 (the date the Debtors filed their bankruptcy cases) and, you must provide copies of any and all documentation that you believe supports the basis for your claim. Included with this letter is a form to assist you in responding to our request.

Consequences of Failing to Respond:

If you do not provide the requested explanation and supporting documentation by no later than June 20, 2013, the Debtors may file a formal objection to your Proof of Claim, and your claim may be disallowed and permanently expunged. If your claim is disallowed and expunged, you will not receive any payment for your claim and any other requests you may have made for non-monetary relief in your Proof of Claim will be denied. Therefore, it is very important that you respond by the date stated above with the requested information and documentation supporting the basis for your claim.

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 loan number and property address that the loan relates to in the information and documentation that you send us, so that we can effectively search our records for information on your property and loan, and evaluate your claim.

Residential Capital, LLC P.O. Box 385220 Bloomington, MN 55438
Morrison & Foerster LLP New York, New York 10104

Claim Number: 345
Conrad P Burnett Jr.

Note: The Debtors previously provided notices about their bankruptcy filings and the claim process to current customers and mortgage loan applicants. You may have received one or more of those notices. Nothing in those notices and nothing in this letter changes your obligations under your mortgage loan agreement (i.e. if you were obligated to make, or were making, mortgage loan payments before the ResCap bankruptcy case commenced, you should continue to make mortgage loan payments). However, if the only reason you filed a Proof of Claim was because you received a notice from the Debtors and you do not believe that ResCap, GMAC Mortgage or any of the other Debtors owes you money or other relief, please reply to us via email or letter stating so. This information is necessary to evaluate your claim.

Questions:

If you have any questions about this letter, or need help in providing the requested information and document(s), you should contact an attorney. You may also contact the Special Counsel to the Official Committee of Unsecured Creditors¹ (contact information provided below):

SPECIAL COUNSEL TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS

SILVERMANACAMPORA LLP
100 Jericho Quadrangle, Suite 300
Jericho, New York 11753
Telephone: 866-259-5217
Website: <http://silvermanacampora.com>
E-mail address: rescapborrower@silvermanacampora.com

You must send the requested information and document(s) supporting your claim on or before the date provided in this letter to either;

- (i) Claims.Management@gmacrescap.com, or
- (ii) Residential Capital, LLC
P.O. Box 385220
Bloomington, Minnesota 55438

Please mark each piece of correspondence with the Claim Number referenced above.

Sincerely,

Claims Management
Residential Capital, LLC

¹ Please be advised that SilvermanAcampora LLP does not represent you individually and, therefore, cannot provide you with legal advice.

PLEASE PRESS FIRMLY

PLEASE PRESS FIRMLY



Flat Rate Mailing Envelope

For Domestic and International Use

Visit us at usps.com



U.S. POSTAGE
PAID
LINDEN, VA
22642
JUN 18, 13
AMOUNT

\$19.95
00054055-04

1007



When used internationally
affix customs declarations
(PS Form 2976, or 2976A).



Addressee Copy
Label 11-B, March 2004

Post Office To Addressee

ORIGIN (POSTAL SERVICE USE ONLY)			
PO ZIP Code	Day of Delivery	Postage	
	<input type="checkbox"/> Next <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd Business Day	\$	
Date Accepted	Scheduled Date of Delivery	Return Receipt Fee	
Mo. Day Year	Month Day	\$	
Time Accepted	Scheduled Time of Delivery	ODD Fee	Insurance Fee
<input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> Noon <input type="checkbox"/> 3 PM	\$	\$
Flat Rate <input type="checkbox"/> or Weight	<input type="checkbox"/> 2nd Day <input type="checkbox"/> 3rd Day	Total Postage & Fees	
lbs. ozs.	and Alpha Country Code	\$	
Acceptance Emp. Initials			

DELIVERY (POSTAL USE ONLY)			
Delivery Attempt	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Delivery Attempt	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Delivery Attempt	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature

CUSTOMER USE ONLY	
<input type="checkbox"/> WAIVER OF SIGNATURE (Domestic Mail Only) Additional merchandise insurance is void if customer requests waiver of signature. I wish delivery to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery.	
<input type="checkbox"/> NO DELIVERY <input type="checkbox"/> Weekend <input type="checkbox"/> Holiday <input type="checkbox"/> Mailer Signature	

FROM: (PLEASE PRINT) PHONE ()

TO: (PLEASE PRINT) PHONE ()

ZIP + 4 (U.S. ADDRESS ONLY; DO NOT USE FOR FOREIGN POSTAL ADDRESSES)

FOR INTERNATIONAL DESTINATIONS, WRITE COUNTRY NAME BELOW.

FOR PICKUP OR TRACKING
Visit www.usps.com
Call 1-800-222-1811



USPS packaging products have been awarded Cradle to Cradle CertificationSM for their ecologically-intelligent design. For more information go to mbdc.com/usps
Cradle to Cradle CertifiedSM is a certification mark of MDC.

Please recycle.



EP13F

This packaging is the property of the U.S. Postal Service[®] and is provided solely for use in sending Express Mail[®] shipments. Misuse may be a violation of federal law. This packaging is not for resale. EP13F © U.S. Postal Service[®] Oct 2009. All rights reserved

RESCAP

MORRISON | FOERSTER

Claim Information

Claim Number	3743
Basis of Claim 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 must provide copies of any and all documentation that you believe supports the basis for your claim.	(SEE ATTACHED complaint)

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.

Loan Number: [REDACTED] 4662		
Address of property related to the above loan number: 458 Lakeview Lane		
City: Boyce	State: VA	ZIP Code: 22620

RECEIVED

JUL 24 2013

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

KURTZMAN CARSON CONSULTANTS

Claim #3743 Date Filed: 11/8/2012

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

UNITED STATES BANKRUPTCY COURT Southern District of New York		PROOF OF CLAIM
Name of Debtor: GMAC MORTGAGE, LLC	Case Number: 12-12032-MG	<div style="font-size: 24px; font-weight: bold;">RECEIVED</div> <div style="font-size: 24px; font-weight: bold;">NOV 08 2012</div> <div style="font-weight: bold;">KURTZMAN CARSON CONSULTANTS</div>
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): CONRAD P BURNETT JR		
Name and address where notices should be sent: 612 MCINTOSH DRIVE LINDEN, VA. 22642		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Telephone number: (703) 300-7122 email: _____		
Name and address where payment should be sent (if different from above): 612 MCINTOSH DRIVE LINDEN, VA. 22642		<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.
Telephone number: (703) 300-7122 email: _____		
1. Amount of Claim as of Date Case Filed: \$ <u>352,000.00</u> 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. <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.		
2. Basis for Claim: <u>COMMERCIAL PAPER "DEED OF TRUST"</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: <div style="text-align: center; font-weight: bold;">4 8 4 0</div>	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		
Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ <u>352,000.00</u>
Value of Property: \$ <u>232,700.00</u>		Basis for perfection: <u>Security Instrument</u>
Annual Interest Rate: <u>7.125%</u> <input checked="" type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of Secured Claim: \$ <u>352,000.00</u> Amount Unsecured: \$ <u>0.00</u>
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.		
<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 - 11 U.S.C. § 507 (a)(8)	<input checked="" type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507 (a)(C2)
Amount entitled to priority: \$ <u>352,000.00</u>		
<small>*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.</small>		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this:		

- ☒ Date Stamped Copy Returned
☐ No self addressed stamped envelope
☐ No copy to return



121203212110800000000041

Exhibit 1

RESCAP

MORRISON | FOERSTER

June 21, 2013

Claim Number: 3743

Dear Claimant: Conrad P Burnett Jr.

You are receiving this letter because you or someone on your behalf filed a Proof of Claim form in the jointly-administered chapter 11 bankruptcy cases of Residential Capital, LLC ("ResCap"), GMAC Mortgage, LLC and other affiliated debtors and debtors in possession (collectively, the "Debtors") pending before the United States Bankruptcy Court for the Southern District of New York, Case No. 12-12020 (MG) (the "ResCap bankruptcy case"), and we need additional information from you regarding the claim(s) ("claim") you are asserting against the Debtors.

The Information we Need From You Regarding Your Proof of Claim:

We reviewed a copy of the Proof of Claim form and documents that you filed in the ResCap bankruptcy case. A copy of your Proof of Claim form is enclosed for your reference. According to our records, you have filed a lawsuit against one or more of the Debtors. Please reply using the attached form and let us know whether the basis for and amount of the claim contained in the Proof of Claim form are the same or different in any way from the claim you have asserted in your lawsuit against the Debtors. Please ensure that you provide specific detail and support as to the basis for and amount of claim referenced in your Proof of Claim. If your lawsuit has been dismissed or withdrawn, please provide a specific explanation as to why you believe that you are still owed money or entitled to other relief from one or more of the Debtors.

You Must Respond to this Letter by no Later Than July 22, 2013:

In accordance with the Order of the Bankruptcy Court (Docket No. 3294, filed March 21, 2013), you **must** respond to this letter by no later than July 22, 2013 with the requested information and an explanation stating the legal and factual reasons why you believe you are owed money or are entitled to other relief from one or more of the Debtors as of May 14, 2012 (the date the Debtors filed their bankruptcy cases). You **must** also provide copies of any and all documentation that you believe supports the basis for and amount of your claim. A form is included with this letter to assist you in responding to our request for additional information.

Consequences of Failing to Respond:

If you do not provide the requested information regarding the basis for and amount of your claim and the supporting documentation by July 22, 2013, the Debtors may file a formal objection to your Proof of Claim on one or more bases, including that you failed to provide sufficient information and documentation to support your claim. If the Debtors file such an objection and it is successful, your claim may be disallowed and permanently expunged. If your claim is disallowed and expunged, you will not receive any payment for your claim and any other requests you may have made for non-monetary relief in your Proof of Claim will be denied. Therefore, it is very important that you respond by the date stated above with the requested information and documentation supporting the basis for and amount of your claim.

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

Claim Number: 3743
Conrad P Burnett Jr.
Type: POC

Residential Capital, LLC
c/o KCC
2335 Alaska Ave
El Segundo, CA 90245

000050

PRF # 59050***
Case No.: 12-12020
Svc: 3

PackID: 50
NameID: 10974709

Conrad P Burnett Jr.
612 McIntosh Drive
Linden, VA 22642



course of daily business with principal locations at , City of Fort Washington, State of Pennsylvania.

JURISDICTION AND VENUE

3. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 157 and 1334(a). This adversary proceeding is a core matter pursuant to 28 U.S.C. § 157(b) (2) (F) and Plaintiff consents to the entry of a final order or judgment by the Bankruptcy Court.

4. Venue is proper and resides in the United States Bankruptcy Court for the Southern District of New York pursuant to 28 U.S.C. § 1409 in that this adversary proceeding is related to In re Residential Capital, LLC., Bk. No. 12-12020.

5. This court has jurisdiction pursuant under Bankruptcy Rule 7008(a).

GENERAL ALLEGATIONS

6. Plaintiff, at all times mentioned, was the owner of an account with Defendant.

7. This is an action for accounting that exceeds the jurisdictional amount.

8. Before the institution of this action plaintiffs and defendant had business transactions between them and on July 2009, they agreed to the resulting balance.

9. Plaintiff rendered a statement of it to defendant, a copy being attached, and defendant did not object to the statement.

10. Defendant owes plaintiff \$352,000.00 that is due with interest since July 30, 2009, on the account.

11. Defendant, "GMAC" controlled a loan account bearing the number 7441368818 owned by the Plaintiff, "BURNETT". Plaintiff believes and is informed that Defendant mismanaged the account which lead to a non-judicial foreclosure of real property owned by Defendant mentioned herein.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK (Manhattan)**

-----X	
In re	:
	:
	:
	:
GMAC Mortgage, LLC	:
	:
	:
Debtor.	:
	:
Debtors Address:	:
1100 Virginia Drive	:
Fort Washington, PA. 19034	:
	:
Debtor's Tax Id. No. 23-1694840	:
	:
-----	:
CONRAD P BURNETT	:
	:
Plaintiff	:
	:
v.	:
	:
GMAC Mortgage, LLC	:
	:
	:
Defendant.	:
	:
-----X	

COMPLAINT FOR ACCOUNTING

Plaintiff respectfully alleges as follows:

PARTIES

1. Plaintiff CONRAD P BURNETT'S, herein after referred to as, ("BURNETT"), is an individual principal address at 612 McIntosh Drive, City of Linden, County of Warrenton, and State of Virginia.
2. Defendant/Debtor GMAC Mortgage, LLC, herein after referred to as, ("Debtor"), is a Corporation and registered under the laws of the United States and serves as banking or otherwise a financial institution engaged in the financial transactions in its ordinary

FIRST CLAIM FOR RELIEF
(Accounting Equitable)

12. Plaintiff realleges and incorporates the allegations set forth in paragraphs 1 - 11 above as if set forth herein in full.

13. Plaintiff shares a propriatary right along with the Defendant upon defendants books.

14. Plaintiff and defendant share a fiduciary relationship or entered a complex transaction with an outside third party not a party to this action, however, Plaintiff excercises control over its successors to a certain loan for real property directly associated with the above mentioned account number. Defendants controls the books and records of this account and willfully fails to disclose(1099A) and relinquish details of a particular transaction that occurred on July 30, 2009 for inspection.

SECOND CLAIM FOR RELIEF
(Account Stated)

15. Plaintiff realleges and incorporates the allegations set forth in paragraphs 1 - 11 above as if set forth herein in full.

16. As a result of the aforementioned transaction defendant has received money, a portion of which is due to plaintiff from defendant "GMAC", as previously alleged.

17. The amount of money due from defendant to plaintiff is unknown to plaintiff and cannot be ascertained without an accounting of the transfers, assignments, receipts and disbursements and management of the aforementioned transactions relating to an account on mortgaged real property. Plaintiff is informed and believes and thereon alleges that the amount due to plaintiff exceeds \$352,000...

18. Plaintiff has demanded an accounting of the aforementioned transactions from defendant "GMAC" and payment of the amount found due but defendant has failed and refused, and continues to fail and refuse, to render such an accounting and to pay such sum.

THIRD CLAIM FOR RELIEF
(Breach of Fiduciary Duty)

19. Plaintiff realleges and incorporates the allegations set forth in paragraphs 1 through 11 above as if set forth herein in full.

20. Plaintiff and Defendant share a relationship whereby (a) Plaintiff reposes trust and confidence in Defendant, and (b) Defendant undertakes such trust and assumes a duty to advise, counsel and/or protect Plaintiff.

21. Defendant breached its duties to Plaintiff as mortgage servicer.

22. Defendant's breach caused Plaintiff to suffer damages.

WHEREFORE, Plaintiff prays for judgment against defendant's and each of them, as follows:

1. For an accounting between plaintiff "BURNETT" and defendant "GMAC";
2. For the amount found to be due from defendant to plaintiff as a result of the accounting and interest on that amount from and after July 30, 2009;
3. For costs of suit herein incurred.
4. For such other and further relief as the court may deem proper.

Dated: July 16, 2013

Respectfully Submitted,



Conrad P Burnett
612 McIntosh Drive

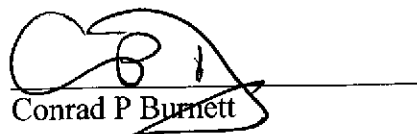
Linden, VA. 22642

VERIFICATION

I Conrad P Burnett am the Plaintiff in the above entitled action. I have read the foregoing complaint. The facts stated therein are within my knowledge and are true and correct, except those matters stated on information and belief, and, as to those, I believe them to be true and correct.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this ____ day of July, 2013, at Linden, Virginia.


Conrad P Burnett

Johnson Diligence Response

RESCAP

JUL 16 2013

MORRISON | FOERSTER

To: _____
By: KT

Claim Information

Claim Number	1660
Basis of Claim 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 must provide copies of any and all documentation that you believe supports the basis for your claim.	<i>Claim under Independent Foreclosure Review. Should be in review process now.</i>

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.

Loan Number: <i>Originally GMAC mty # [REDACTED] 8305</i> <i>now Green tree # [REDACTED] 6544</i>		
Address of property related to the above loan number: <i>2045 Esquire Lane</i>		
City: <i>Racine</i>	State: <i>WI</i>	ZIP Code: <i>53406</i>

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

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

Claim Number: 1660
Nikki C. Johnson
Type: POC

B 19 (Official Form 10) (04/10)

Claim #1660 Date Filed: 10/24/2012

UNITED STATES BANKRUPTCY COURT

PROOF OF CLAIM

Name of Debtor:
Residential Capital, LLC, et al

Case Number:
12-12020 (MG)

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense 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):
Nikki C. Johnson

Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent:
**2045 Esquire Lane
Racine, WI 53406**

Court Claim Number: _____
(If known)

Telephone number:
(262) 260-8693

☒ **Date Stamped Copy Returned**
☐ **No self addressed stamped envelope**
☐ **No copy to return**

Filed on: _____

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

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

Telephone number:

☐ Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: \$ 10 review

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

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

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

2. Basis for Claim: Acts of debtor

(See instruction #2 on reverse side.)

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

3a. Debtor may have scheduled account as: _____
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

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

Value of Property: \$ _____ Annual Interest Rate _____ %

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

if any: \$ _____ Basis for perfection: _____

Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____

☐ Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

☐ Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).

☐ Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).

☐ Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).

☐ Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

☐ Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().

Amount entitled to priority:

\$ _____

Date: 10-22-12

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

RECEIVED ONLY

OCT 24 2012

Nikki C. Johnson

Nikki C. Johnson

KURTZMAN CARSON CONSULTANTS

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.



121202012102400000000256

The Independent Foreclosure Review is in process and my loan is being reviewed. It is determining if I suffered financial injury as a result of errors or other problems during the foreclosure process. I have no idea what if anything I am owed but there is a website that lists possible compensation.

IndependentForeclosureReview.com/Remediation.aspx

Sincerely,

A handwritten signature in black ink, appearing to read "Nikki C. Johnson", with a long, sweeping horizontal line extending to the right.

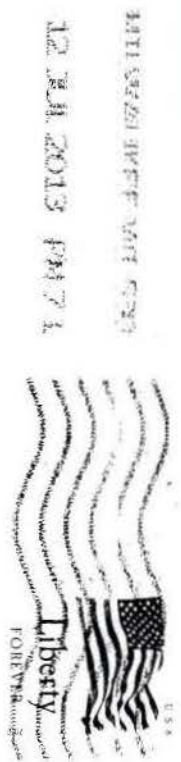
Nikki C. Johnson

Scott Russell & Nikki Johnson
2045 Esquire Lane
Racine, WI 53406

Residential Capital LLC
P.O. Box 385226
Bloomington, IN 55438

55438522020

12 JAN 2013 PM 7:1



Sullivan Diligence Response

407-932-1442

RESCAP

MORRISON | FOERSTER

Claim Information

Claim Number	1533 06-29-13
Basis of Claim <small>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 must provide copies of any and all documentation that you believe supports the basis for your claim.</small>	<p>To whom it may concern: "As per correspondence! This letter is to reiterate my entitlement for relief of what I have suffered, at the hand of GMR mortgage, unfair foreclosure tactics, causing me a lot of grief."</p> <p>I am eagerly and anxiously awaiting my proceeds which is rightfully mine. Thank's in Advance! Please see proceeds.</p> <p>Sincerely, Leslie G. Sullivan</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.

Loan Number: [REDACTED] 3060		
Address of property related to the above loan number: 650-652 ROYALTY Ct Kissimmee FL 34758		
City: Kissimmee	State: FL	ZIP Code: 34758

"Serious MATTER" [Signature]

RECEIVED

JUL 08 2013

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

KURTZMAN CARSON CONSULTANTS

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

PRF 52727-2

Claim #1533 Date Filed: 10/22/2012

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor: <u>Leslie G. Sullivan</u>		Case Number: <u>08 CA 9463 MF</u>
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): <u>GMAC MORTGAGE LLC</u>		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: <u>08 CA 9463</u> (If known) - <u>MF</u> Filed on: _____
Name and address where notices should be sent: <u>GMAC MORTGAGE</u> <u>P.O. Box 900179</u> <u>LOUISVILLE KY 40390-1719</u>		
Telephone number: <u>1-800-766-4633</u> <u>1-866-690-8322</u>	email: <u>WWW.GMACMORTGAGE.COM</u>	
Name and address where payment should be sent (if different from above): <u>407-666-0644</u> Telephone number: <u>407-932-1442</u>		<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. 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. <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 - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(____). Amount entitled to priority: \$ _____
1. Amount of Claim as of Date Case Filed: \$ <u>8,990.96</u> 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. <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.		
2. Basis for Claim: <u>ILLEGAL AND MALICIOUS FORECLOSURE (MORTGAGE NOTE)</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: <u>5809</u>	3a. Debtor may have scheduled account as: (See instruction #3a)	3b. Uniform Claim Identifier (optional): (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ <u>200,000.00</u> P.O. Annual Interest Rate <u>4.993%</u> <input type="checkbox"/> Fixed <input checked="" type="checkbox"/> Variable (when case was filed) Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: <u>\$740.00 which was returned - maliciously and fraudulently.</u> Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 14, 2012, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ _____ (See instruction #6)		
7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)		
8. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of "redacted." DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED I If the documents are not available, please explain:		
9. Signature: (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: <u>Leslie G. Sullivan</u> Title: <u>OWNER</u> Company: <u>SULLIVAN</u> Address and telephone number (if different from notice address above): Telephone number: <u>407-932-1442</u> Email: <u>MANNMANN532@YAHOO.COM</u>		
Signature: <u>Leslie G. Sullivan</u> (Date) <u>10-16-2012</u>		RECEIVED OCT 22 2012 KURTZMAN CARSON CONSULTANTS COURT USE ONLY
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.		

* 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.

GMAC Mortgage

Date November 21, 2008

Number of pages including cover sheet:

TO: Lashio Sullivan

FROM: GC
GMAC MORTGAGE
3451 Hammond Av. me
Waterloo, IA 50702

Phone

Fax Phone 407-932-1442

Phone 1-800-766-4622

Fax Phone 319-236-5167

Account

Number 510003060

REMARKS:	<input type="checkbox"/> Urgent	<input type="checkbox"/> For your review	<input type="checkbox"/> Reply ASAP	<input type="checkbox"/> Please Comment	<input type="checkbox"/> See Attached
----------	---------------------------------	--	-------------------------------------	---	---------------------------------------

The information contained in this communication is confidential and privileged except any information intended only for the personal and confidential use of the individual or entity to whom it is addressed. If you are not the addressee indicated in this message (or an agent responsible for delivery of the message to such person), you are hereby notified that you have received this communication in error and that any review, dissemination, copying or unauthorized use of this message is strictly prohibited. In such case, you should destroy this message and kindly notify the sender by reply fax. Please advise immediately if you or your employer do not consent to the messages of this kind. Opinions, conclusions and other information in this message that do not relate to the official business of the Company shall be understood as neither given nor endorsed by it. It is the Company's policy that faxes are intended for and should be used for business purposes only.

10-16-12
"It has been a long time coming,
I have suffered mentally and physically, my kidneys
went away without paying me because mr.
Horn gave them false closure paper, they worked
out, looked me in the face and tell me that they
will not pay. I lost over \$74,000.00. I have to go
back for more." Lashio Sullivan

McCarty & Bottex, P.L.
Attorneys At Law

General Civil Litigation
Criminal Law
Family Law
Personal Injury

550 North Bumby Avenue, Suite #145
Orlando, Florida 32803
Telephone: (407) 897-1223
Fax: (407) 897-1225

March 25, 2009

U.S. MAIL

Leslie Sullivan
646 Regency Way
Kissimmee, FL 34758

Dear Mr. Sullivan:

We at McCarty & Bottex know that a successful law practice is based upon community support. We strive to earn the respect and trust of our local community on a daily basis. We pride ourselves in offering quality product, exceptional client support and affordable rates for all.

We would like to take this opportunity to formally thank you for entrusting us to assist in your legal matter. As you are aware, we have successfully resolved your legal matter, specifically, Foreclosure Case No: 08-CA-9412MF. At this time, the Firm has completed the designated contracted task and your case file is now closed.

Should you have the need for legal services in the future, please give us a call. We have enclosed our business cards for your convenience. If you know of anyone who may be in need of our services, we trust you will recommend our firm. We are confident our legal counsel made a difference!

Respectfully,


Dan Yelle McCarty, Esquire

Residential Capital, LLC
c/o KCC
2335 Alaska Ave
El Segundo, CA 90245

000108

PRF # 59050***
Case No.: 12-12020
Svc: 1

PackID: 108
NameID: 11040863

Leslie G Sullivan
646 Regency Way
Kissimmee, FL 34758

McCarty & Bottex, P.L.
Attorneys At Law

General Civil Litigation
Criminal Law
Family Law
Personal Injury

550 North Bumby Avenue, Suite #145
Orlando, Florida 32803
Telephone: (407) 897-1223
Fax: (407) 897-1225

March 25, 2009

U.S. MAIL

Leslie Sullivan
646 Regency Way
Kissimmee, FL 34758

Dear Mr. Sullivan:

We at McCarty & Bottex know that a successful law practice is based upon community support. We strive to earn the respect and trust of our local community on a daily basis. We pride ourselves in offering quality product, exceptional client support and affordable rates for all.

We would like to take this opportunity to formally thank you for entrusting us to assist in your legal matter. As you are aware, we have successfully resolved your legal matter, specifically, Foreclosure Case No: 08-CA-9412MF. At this time, the Firm has completed the designated contracted task and your case file is now closed.

Should you have the need for legal services in the future, please give us a call. We have enclosed our business cards for your convenience. If you know of anyone who may be in need of our services, we trust you will recommend our firm. We are confident our legal counsel made a difference!

Respectfully,


Dan Yelle McCarty, Esquire

STATE OF FLORIDA
OFFICE OF THE ATTORNEY GENERAL BILL MCCOLLUM
LAW OFFICES OF DAVID J. STERN, P.A. and DAVID J. STERN,
INDIVIDUALLY
AG #: L10-3-1145

AFFIDAVIT

BEFORE ME, the undersigned authority, this day personally appeared:

NAME (Mr./Mrs./Ms.) Leslie G. Sullivan
Print or type name

ADDRESS 646 Regency Way, Kissimmee, FL 34758

TELEPHONE - Home (407) 932-1442 Work (407) 666-0644

to me well known, and who, after being duly sworn and deposed, upon his/her personal knowledge, states as follows:

Are you 60 years old or older? ☒ Yes ☐ No

Are you disabled? ☐ Yes ☒ No

1. I have a complaint against GMAC MORTGAGE LLC. 800.766.4622
(person/ company name, address, and telephone)
*Mr. EBA HERNANDEZ Stern Law Offices of
Mr. DAVID J. Stern, P.A. 900 S. Pine Island Rd., Suite 400
Plantation FL 33324-3924*

P.O. Box 9001719, Louisville, KY 40290-1719

2. I first learned of this person or company through (example - Foreclosure proceedings, bankruptcy, etc.)

Foreclosure Proceedings
(Please attach the advertisement, mailing piece or other documents received)

3. Did this company ever contact you? ☒ Yes ☒ No. If yes, date of contact

12-07 A man from David Stern Office gave my

1 | 6

tenant Mrs. Evelyn Rosado a note or a card telling her
to tell me to call them in regard to my house, but I did not
because I did not have any transaction with Stern or any
previous delinquency.

AG# L10-3-1145

In Re: The Law Offices of David J. Stern, P.A. and David J. Stern,
Individually

4. Please describe the contact

'Server, came to my house
and gave me a slew of papers. I almost have
an heart attack, up until now I have not got over it.

5. What is the address of the property involved in the foreclosure? 6504652

Royalty Ct, Kissimmee, FL 34758

6. Was or is The Law Offices of David J. Stern, P.A. representing the plaintiff in your
foreclosure case? ☒ Yes ☐ No7. Please describe in as much detail as possible, the nature of your complaint against The Law
Offices of David J. Stern, P.A., and attach true and correct copies of all relevant documents that
establish the facts of your complaint. Please use extra pages if necessary.

GMAC mortgage, Elia Hernandez I hum and David
J. Stern P.A. deliberately, and premeditatedly, targetly,
ambush me and try to take my house illegally.
even when I had an agreement and pay up all
that they said I should pay up and because,
they withheld all the money deliberately, just so they
would take my house maliciously. This is the
undisputed truth this man Benjamin who has
given me a hard time on the phone. Threaten me
that he is going to take my house and sell
it, and that's exactly what they try to do.
There were no reason to do this, other than power,
Latent Vengeance, vendictive which causes
me sleepless nights frustration, bankruptcy
my money total advantage of me period."

AG# L10-3-1145

In Re: The Law Offices of David J. Stern, P.A. and David J. Stern,
Individually

They seriously try to capture my place just like a pirate. Even Mr. Shea told me that they could not take my house, one of GMPAC Rep. I told her that Mr. Benjamin threaten me to do so. I did everything that I was told right but they still foreclose on me. which was illegal, person.

8. If you are currently in litigation, what is the status of your case and please list your case number?

They did not have any case what they did was no basis to it. it was dismissed.
Case # 08 CH 9462 MF.

rented.
9. Are you currently living in the property being foreclosed? ☒ Yes ☐ No

10. Please state the date the home was or will be sold as well as the date of the Final Judgment?

N/A

11. Do you believe your home/property was foreclosed on using false/fabricated and/or forged documents? ☒ Yes ☐ No and if Yes, please explain fully and attach copies any

AG# L10-3-1145

In Re: The Law Offices of David J. Stern, P.A. and David J. Stern,
Individually

documents you have that you believe are false.

*The whole foreclosure action was illegal
It should never happen. I was maliciously
vindictively, targeted premeditatedly and
tried very very hard to take my house so they
could embarrass me and lesson me a
lesson. Of evil period.*

12. Were you served with a foreclosure complaint? ☒ Yes ☐ No

13. If you were served with a foreclosure complaint, please describe how and when you were served?

*I was at my house a saturday evening
I saw a car drive up to my house very slowly tinted
glass. I was washing my car. a man emerged from it
with a stack of papers filling me to sign my house in foreclosure
I almost died. I still can't believe it.*

14. If you were not served with a foreclosure complaint, how did you find out about the foreclosure?

n/a

AG# L10-3-1145

In Re: The Law Offices of David J. Stern, P.A. and David J. Stern,
Individually15. Did you hire an attorney to represent you in the foreclosure case? ☒ Yes ☐ No

16. If you did hire an attorney please provide his/her name, address, telephone number and

email address. Danyelle McCarty. 407.897-1223550 North Bunko Ave Suite #145Orlando, FL 32803. (not representely/properly)

17. Were you mailed timely notices of hearings from The Law Offices of David J. Stern, P.A.?

☒ Yes ☒ No 'none' Lf.

18. If you have not received timely notice for hearings, please explain in detail the

circumstances? n/a19. Is there any further information you wanted to document that we did not ask? my lawyer did not representme properly if any. Everything about
the case I did it. I asked them at the Court
house if I was represented by an attorney and
they told me no even when I paid out
\$2650. so I file charges against BMAC Mortgage to
represent me.20. Please list each document you have attached to this affidavit. Court Papers. Financial

AG# L10-3-1145

In Re: The Law Offices of David J. Stern, P.A. and David J. Stern,
Individually

I am seeking unspecified damages: Break of
contract, unfair business practices, and intentional infliction
of emotional distress, in deliberately holding back my payment
and not applying it, then rejecting it for their own agenda
so willfully, maliciously, and evil, retaliation to proceed
on me, which was persecution. It does cause me
distress. This was very, very, wrong.

FURTHER AFFIANT SAYETH NAUGHT.

Leshie G. Sullivan
(Your Signature)

05-22-47

(Date of Birth)

SWORN TO AND SUBSCRIBED BEFORE ME this 29th day of

June, 2013.

STATE OF Florida

COUNTY OF Osceola

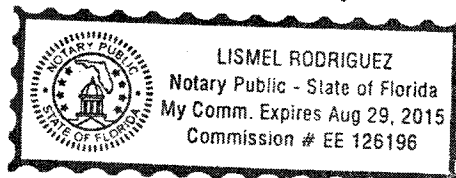
My commission expires: August 29, 2015

Lismel Rodriguez
Notary Public

Lismel Rodriguez
(Print, type or stamp commissioned name
of Notary Public)

Personally known / or
Produced identification /

Type of identification produced:
CD license - 8415527 - 41.1820.



" - 666-0644

05-15-17
Kissimmee, FL 3475

ATTN: CHASE

Research Dept.

Dear Sir Madam:

Please research so I can get my relief
money that is due to me and I am entitled to.
I have been abused taken advantage of, and harassed
preclosed upon, and suffered mentally and physically,
I need relief for my ordeal, and what
I have been through. Thanks in advance.

acc# [REDACTED] 3060.

Sincerely,
Lester A. Sullivan

06-29-13

[Signature]

Re: "MATTER"

CHM# 1533

LESLIE G SULLIVAN
646 REGENCY WAY
KISS FL 34758

Your Western Union Quick Collect Money Transfer has been declined:

DATED: 09 12 2008
MTCN: 709 216 3435
AMOUNT: \$740.00
PAYEE: G M A C MORTGAGENG
ACCT #: [REDACTED] 8060

Please return immediately to the office where your Quick Collect Money transfer was sent from to pick up your refund.

You must bring your Quick Collect Receipt and/or this letter with picture identification.

When you arrive at the Western Union agent's office, fill out the yellow "To Receive Money" form, listing your name as the receiver and sender of the money transfer and present the form to the agent for payout.

You may use the refund check to send a new Quick Collect payment after you have made arrangements with the company to which you had sent the payment.

Questions regarding your account should be directed to the company that declined the payment.

Customer Relations Department
Quick Collect Money Transfer Service
13022 Hollenberg Dr.
Bridgeton, Missouri 63044

10-1075/REV

96


Evelyn Rosado
650 Popliff Court
Poinciana, FL 34758
(813) 270-5843

DATE July 1st, 2007

Healie Sullivan \$ 350.00

PAY TO THE ORDER OF 0704 07 07 02 7064 14 00

Three Hundred Fifty 100 DOLLARS

 **Washington Mutual**

07-10-07-8358-8358-02

24 Hour Customer Service
24 Hour Customer Service

MEMO Kent Evelyn Rosado

ng

UNION

Date 02/05/15 Filed 02/05/15 Entered 02/05/15 13:24:22

Exhibit A

(Part 3) - Sullivan Diligence Response Pg.17 of 51

PUBLIX #0758
841 CYPRESS PKWY
POINCIANA FL 34753

Order ID: 441 Quick Collect
08/23/2008
1005A EDT MTCN: 466-671-6463

Sender/Remitante: LESLIE G SULLIVAN
Receiver/Destinataria: G M A C MORTGAGE

Code City/Codigo de la ciudad: HOME IA
Account #/Numero de cuenta: 3060
Reference #/Numero de referencia:
Attn/Atencion:

Western Union Card Number / Numero de Tarjeta 785229755

Amount/Cantidad: \$ 740.00

Cargos: \$ 12.99

Servicio: \$ 752.99



YOU'VE BEEN ENROLLED IN THE GOLD CARD REWARDS PROGRAM! To activate your Rewards Card, just use the Card Number listed above again. Once you do, we will send your Card in the mail and you'll begin earning valuable rewards!

Agent Signature /
Firma del Agente

Customer Signature /
Firma del Cliente

IN ADDITION TO THE TRANSFER FEE, WESTERN UNION ALSO MAKES MONEY WHEN IT CHANGES YOUR DOLLARS INTO FOREIGN CURRENCY. PLEASE SEE REVERSE SIDE FOR MORE INFORMATION REGARDING CURRENCY EXCHANGE. IF THE EXCHANGE RATE FOR YOUR TRANSACTION WAS DETERMINED AT THE TIME YOU SENT THE MONEY, THE CURRENCY TO BE PAID OUT AND THE EXCHANGE RATE ARE LISTED ON YOUR RECEIPT. OTHERWISE, THE EXCHANGE RATE WILL BE SET WHEN THE RECEIVED CURRENCY IS PAID OUT.

AMSCOT FINANCIAL SERVICES
POINCIANA
KISSIMMEE, FL 34759
Kiosk - 642
(407)343-0894
09/19/2008 3:05 PM
Transaction 261485

	Amount	Fee
		250 -
NEW YORK LIFE TRUST C	6,400.00	217.00
WesternUnion	2,360.00	12.99
NTCN: 465-100-5887		

Subtotal	3,713.41-
Tendered	.00
Change	3,713.41-

LESLIE SULLIVAN +603.00

AMSCOT - You're OK with us!
\$3,777.01

AMSCOT PRIVACY POLICY:

WE DO NOT DISCLOSE ANY INFORMATION
ABOUT OUR CUSTOMERS TO ANYONE,
EXCEPT AS PERMITTED BY LAW.
*RECEIPT YOUR REQUIRED FOR
MONEY ORDER STOP PAYMENT*

Sincere thanks to our customers
for supporting Amscot Financial's
Dollar for Schools charitable
promotion! Including Amscot's matching
gift of \$10,000, we raised \$80,947 for
local schools in our communities.

WESTERN
UNION

Customer Receipt / Recibo del Cliente

8433392585-4

Filed 02/05/15 Entered 02/05/15 13:24:22

Exhibit A

(Part 3) - Sullivan Diligence Response Pg 19 of 51

AMSCOT #164
1084 CYPRESS PARKWAY
MISSIMMEE FL 34759

Oper ID: 512 Quick Collect
09/19/2008
255P EDT MTCN: 465-100-5887

Sender/Remitente: LESLIE G SULLIVAN
Receiver/Destinatarario: G M A C MORTGAGE
Code City/Codigo de la ciudad: HOME IA
Account #/Numero de cuenta: 3060
Reference #/Numero de referencia: 4079321442
Attn/Atencion:

Amount/Cantidad: \$ 2360.00
Charge(s)/Cargos:
Service/Servicio: 12.99
Total/Total: \$ 2372.99

Agent Signature /
Firma del Agente



Customer Signature /
Firma del Cliente

CERTAIN TERMS AND CONDITIONS GOVERNING THE MONEY TRANSFER SERVICE YOU HAVE SELECTED ARE SET FORTH ON THE BACK OF THIS FORM. BY SIGNING THIS FORM, YOU ARE AGREEING TO THOSE TERMS AND CONDITIONS. IN ADDITION TO THE TRANSFER FEE, WESTERN UNION ALSO MAKES MONEY WHEN IT CHANGES YOUR DOLLARS INTO FOREIGN CURRENCY. PLEASE SEE REVERSE SIDE FOR MORE INFORMATION REGARDING CURRENCY EXCHANGE.
ALGUNOS TERMINOS Y CONDICIONES QUE RIGEN EL SERVICIO DE TRANSFERENCIA DE DINERO QUE USTED HAELEGIDO, ESTAN ESPEDIFICADOS EN EL REVERSO DE ESTE FORMULARIO. AL FIRMARIO, USTED ESTÁ DE ACUERDO CON ESOS TERMINOS US CONDICIONES. ADEMÁS DE LOS CARGOS POR EL SERVICIO DE TRANSFERENCIA, WESTERN UNION GANA DINERO CUANDO CAMBIA SUS DÓLARES AMERICANOS POR MONEDA EXTRANJERA. POR FAVOR LEA EL REVERSO DE ESTE FORMULARIO PARA MÁS INFORMACIÓN SOBRE EL CAMBIO DE MONEDA.

WESTERN
UNION

CLM#1633

7421G

PAYMENT via Quick Collect® Para enviar un pago por Quick Collect®		WESTERN UNION	
 Western Union® Gold Card or phone number Número de Tarjeta Dorada de Western Union® o teléfono OR Gold Card Members: Fill out yellow shaded areas only Titulares de la Tarjeta Dorada: Completar los recuadros amarillos únicamente		Agent Use Only Solo Para Uso del Agente Money Transfer Control Number Número de Control de Envío de Dinero (MTCN)	
1 Payment Information Información del Pago Dollar Amount* Cantidad en Dólares* \$ 2,360.00 Company Name/Nombre de la Compañía AMAC MORTGAGE Pay to/Páguese a: HOME IOWA Code City/Código de Ciudad: Attention/Atención: Reference #/# de Referencia:			
2 Sender Information Información del Remitente First Name/Primer Nombre: KEITH Last Name/Apellido Paterno: JULIUS Account # with Company/# de Cuenta con la Compañía: 3060 Phone/Teléfono: 404 937-1442 Mobile Phone*/Teléfono Celular* Email*/Email*: TD@DAPONTWAYARD.COM Street/Calle y Número: 646 ROCKWAY WAY Apt #/Apto. City/Ciudad: ASSIMONCE State/Estado: FL Zip/Código Postal: 34750			
3 Consumer Signature Firma del Cliente 			
<small> *IN ADDITION TO THE TRANSFER FEE, WESTERN UNION ALSO MAKES MONEY WHEN IT CHANGES YOUR DOLLARS INTO FOREIGN CURRENCY. PLEASE SEE ATTACHED PAGES FOR MORE INFORMATION REGARDING CURRENCY EXCHANGE. * IF THE EXCHANGE RATE FOR YOUR TRANSACTION WAS DETERMINED AT THE TIME YOU SENT THE MONEY, THE CURRENCY TO BE PAID OUT AND THE EXCHANGE RATE ARE LISTED ON YOUR RECEIPT. OTHERWISE, THE EXCHANGE RATE WILL BE SET WHEN THE RECEIVER RECEIVES THE FUNDS. * When sending \$1,000 or more, the sender must provide identification and additional information. Dollar amount must not exceed US \$5,000. * Certain terms and conditions governing this transaction and the services you have selected are set forth on the attached pages. By signing this receipt, you are agreeing to those terms and conditions. * ADEMÁS DEL CARGO POR EL ENVÍO, WESTERN UNION TAMBIÉN GANA DINERO CUANDO CAMBIA SUS DÓLARES A MONEDA EXTRANJERA. CONSULTE LOS DOCUMENTOS ANEXOS PARA OBTENER MÁS INFORMACIÓN SOBRE EL CAMBIO DE MONEDAS. * CUANDO EL TIPO DE CAMBIO PARA LA TRANSACCIÓN SE HAYA FIJADO AL MOMENTO DE ENVIAR EL DINERO, LA MONEDA DE PAGO Y EL TIPO DE CAMBIO APLICADO SE INDICARÁN EN EL RECIBO DEL CLIENTE. EN CASO CONTRARIO, EL TIPO DE CAMBIO SE ESTABLECERÁ CUANDO EL DESTINATARIO COBRE EL DINERO. * Para enviar una cantidad mayor o igual a \$1,000, el remitente deberá proporcionar un documento de identidad y otros datos adicionales. El monto en dólares no debe exceder US \$5,000. * Algunos de los términos y condiciones que rigen la transacción y los servicios elegidos se establecen en los documentos anexos. La firma de este recibo es válida como expresión de consentimiento con tales términos y condiciones. </small>			
Date/Fecha: 11/1/08 Time/Hora:		Agent's Signature/Firma del Agente:	

Amount Cantidad	\$
Fee Cargo	\$
Other Fee(s) Otros Cargos	\$
Tax Impuestos	\$
Total Amount Collecto Cantidad Total	= \$
Exchange Rate Tipo de Cambio	
Amount to be Paid Cantidad a Pagar	

Customer Copy

QFMQCDOMB 04/08

Section I: Requester/Originator Information				
Name Leslie Sullivan		Telephone # 407 932 1442		Date Wire to be Sent 10/10/08
Address 1046 Regency Way		City Kissimmee	State FL	Zip 3458
Customer ID Type 1. Driver License	ID# 6415521471820	Issue State/Country 1. FL / USA	Issue Date 1. 3/22/07	Expiration Date 1. 5/22/11
2. Card Visa		Method of Signature Verification (If Applicable) Desa Card		
Section II: Associate Accepting Wire				
Associate Name Carenaris Santana		Phone and Fax # 407 933 7717 / 4276	Unit Co#/CC# 0750109045	Date 10/10/08
Time 440pm				
Callback Required if Phone, Fax or Letter <input type="checkbox"/> Yes <input type="checkbox"/> N/A		Name/Number of Person Contacted		Date/Time
Callback Completed by:		Approval (required)/Market Approval (if required)		
Section III: Domestic Payment Instructions				
Amount of Wire \$ 3000.00	Debit Account Type (circle one) CHKG SAV ICA GL		Serial # (For ICA/GL) or Repetitive ID#	
Source <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter		<input checked="" type="checkbox"/> OTC		
Account to Debit [Redacted]	State FL	Available Balance \$ 3156.08	Account Title Leslie Sullivan Sondra Sullivan	
Overdraft Amount \$	Overdraft Approved by (Name & Signature)		Date 10/10/08	Wire Fee \$ 25.00
Section IV: International Payment Instructions <input type="checkbox"/> Check here if funds must be sent in US Dollars				
USD Amount of Wire \$	Country	Rate	Foreign Currency Code	Foreign Currency Amount
Debit Account Type (circle one) CHKG SAV ICA GL		Serial # (For ICA/GL) or Repetitive ID#		FX Reference ID (If Applicable)
Source <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter		<input type="checkbox"/> OTC		
Account to Debit [Redacted]	State	Available Balance \$	Account Title	
Overdraft Amount \$	Overdraft Approved by (Name & Signature)		Date	Wire Fee \$
Section V: Wire Information				
Beneficiary Name GMAAC Mortgage		Beneficiary Account # OR IBAN (if IBAN, no further Beneficiary Bank information is required) [Redacted] 1175		
Beneficiary Address: Street 3451 Harimond Ave		City Waterloo	State IA	Country USA
Beneficiary Bank Name JP Morgan Chase		ABA # [Redacted] ID 0021		
Beneficiary Bank Address: Street [Redacted]		City NY	State NY	Country USA
Additional Instructions (Attention To, Phone, Fax, Email, Contact Upon Arrival) Credit acct # [Redacted] 3060 650 Royalty Ct				
Send Thru Bank/IBK (if available)		ABA # or SWIFT or National ID		
Send Thru Bank Address: Street [Redacted]		City [Redacted]	State [Redacted]	Country [Redacted]
Section VI: Customer Approval				
I authorize Bank of America to transfer my funds as set forth in the instructions noted herein (including debiting my account if applicable), and agree that such transfer of funds is subject to the Bank of America standard transfer agreement (see reverse side) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided in Section IV, or, if no rate is entered, the rate provided by Bank of America at the time the wire transfer is sent.				
Customer's Signature Leslie L Sullivan		Date of Request: 10/10/08		
Section VII: Wire System Entry/Verification				
Wire Entered by: Name/Signature (attach BFT screen prints) Carenaris Santana		BAT Approval Authorization # (if applicable) [Redacted]		
Print: [Redacted]		BFT System Time 15:55:25		
Date of Entry and Verification		Verified By (Name/Signature) (Print Verification Screen) [Redacted]		BFT System Time 3324
Print: [Redacted]		Signature: [Redacted]		

Note: Purpose of Wire must be disclosed if sent to an OFAC blocked country - See OFAC in PRO

Section I: Requester/Originator Information

Name	Christie Sullivan	Telephone #	407-932-1442	Date Wire to be Sent	10/25/08
Address	6416 Regency Way	City	Kissimmee	State	FL
Customer ID Type	Driver License	ID#	345527471820	Issue State/Country	FL/USA
		Issue Date	1/3/22/07	Expiration Date	1/5/22/11
BOA Chk Card	Method of Signature Verification (If Applicable) 2. Sign Card				

Section II: Associate Accepting Wire

Associate Name	Alenora Santana	Phone and Fax #	407-933-7717 / 4276	Unit Co#/CC#	075010904	Date	10/25/08	Time	
Callback Required if Phone, Fax or Letter	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	Name/Number of Person Contacted		Date/Time		Approval (required)/Market Approval (if required)			
Callback Completed by:									

Section III: Domestic Payment Instructions

Amount of Wire	\$3340.00	Debit Account Type (circle one)	CHRG SAV ICA GL	Serial # (For ICA/GL) or Repetitive ID#		Source	<input checked="" type="checkbox"/> OTC		
						<input type="checkbox"/> Fax	<input type="checkbox"/> Phone	<input type="checkbox"/> Letter	
Account to Debit		State	3166 MA	Available Balance	\$	Account Title	Leslie Sullivan		
							Somira Sullivan		
Overdraft Amount	\$	Overdraft Approved by (Name & Signature)		Date	10/25/08	Wire Fee	\$25.00		

Section IV: International Payment Instructions: ☐ Check here if funds must be sent in US Dollars

USD Amount of Wire	\$	Country		Rate		Foreign Currency Code		Foreign Currency Amount	
Debit Account Type (circle one)	CHRG SAV ICA GL	Serial # (For ICA/GL) or Repetitive ID#		FX Reference ID (If Applicable)		Source	<input type="checkbox"/> OTC		
						<input type="checkbox"/> Fax	<input type="checkbox"/> Phone	<input type="checkbox"/> Letter	
Account to Debit		State		Available Balance	\$	Account Title			
Overdraft Amount	\$	Overdraft Approved by (Name & Signature)		Date		Wire Fee	\$		

Section V: Wire Information

Beneficiary Name	EMAC Mortgage	Beneficiary Account # OR IBAN (if IBAN, no further Beneficiary Bank information is required)	
Beneficiary Address: Street	3451 Hammond Ave	City	Waterloo
		State	LA
		Country	USA
		Zip	50704
Beneficiary Bank Name	J.P. Morgan Chase	APR SWIFT	
		National ID	0021
Beneficiary Bank Address: Street		City	NY
		State	NY
		Country	USA
		Zip	
Additional Instructions (Attention To, Phone Advise, Customer Reference, Contact Upon Arrival)	Credit Advise	650 Royalty Ct	
Send Thru Bank/IBK (if available)		ABA # or SWIFT or National ID	
Send Thru Bank Address: Street		City	
		State	
		Country	
		Zip	

Section VI: Customer Approval

I authorize Bank of America to transfer my funds as set forth in the instructions noted herein (including debiting my account if applicable), and agree that such transfer of funds is subject to the Bank of America standard transfer agreement (see reverse side) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided in Section IV, or, if no rate is entered, the rate provided by Bank of America at the time the wire transfer is sent.

Customer's Signature: Leslie G. Sullivan Date of Request: 10/25/08

Section VII: Wire System Entry/Verification

BAT Approval Authorization # (if applicable)

Wire Entered by: Name/Signature (attach BFT screens prints)	Alenora Santana	BFT System Time	10/11/31	BFT Sequence #	0432
Print: <u>Alenora Santana</u>	Signature: <u>Alenora Santana</u>				
Date of Entry and Verification	Verified By (Name/Signature) (Print Verification Screen)			BFT System Time	
Print: <u>Alenora Santana</u>	Signature: <u>Alenora Santana</u>				

Note: Purpose of Wire must be disclosed if sent to an OFAC blocked country - See OFAC in PRO

Please explain your complaint. Attach additional sheets, if necessary.

GMAC mortgage maliciously vendictively targeted me premeditatedly and tried very very hard to take my house by illegally foreclose on my rental property at 6504 65th Royal Ct, in Hickam AFB. As a business owner sometimes you get very bad tenants which can make life financially difficult for you. at that time I was going through a crisis but I did try to and remedy the defect what I was told to do by GMAC associate, one lady name Shea. The person who cause this problem is a man name Benjamin whom give me a very very hard time. He told me that he was going to take my place and sell it because I can't take care of my place any more and talking down to me disrespectfully. I own my house since 1989 months prior to the problem one of my tenant Mrs Evelyn Root tell my that a man was down there taking pictures and checking out my house. saying they were from the mortgage Co. The mortgage bullying and harassment cause me mental physical as well as financial problems. This was a breach of contract. Unfair business practices to achieve their objectives they delayed entering, rejecting my payment intentionally and return to put my place in foreclosure. In doing so it cost me a lot of unnecessary money for lawyers and them. This was illegal and should never happen.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Leslie G. Sullivan

Date: 11-15-10
10-20-10

Please explain your complaint. Attach additional sheets, if necessary.

There was no need for this, this was all about ego, greed, mean spirited. I sent good money to cure my deficit they intentionally held it, returned my money just to put my house in foreclosure to sell it and collect their balance sheet everyone knew the shape they were in. I would think there was a conspiracy with them and their law firm, then of Her hands.

I also have mortgage insurance I bought my house with that security and clauses. ever since I bought my house I try to keep my payment current most of time, saved less of everything. I need justice that people done me very very wrong and they should give me back my money, what they make me spend unnecessary.

I lost over \$9,000.00 in this process to them and lawyers. I hire a lawyer to defend me she did little or nothing for me I lost \$2600 to her, she was suppose sue them for taking my house illegally and take their compromise, but she just took my money. I become disappointed, disillusioned, depressed emotionally, stomach up set, have to be under doctor treatment because of what these people done to me. Please investigate these people though, they have done me wrong, and I need justice and closure. Thanks in advance.

My signature authorizes the Attorney General's Office to take any action deemed necessary for purposes of investigation or enforcement. I understand that the Attorney General does not represent private citizens seeking the return of their money or other personal remedies. I am filing this complaint to notify your office of the activities of this company so that it may be determined if law enforcement or legal action is warranted.

Signature: Leslie A. Luthus

Date: 10-20-10

GMAC Mortgage

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

08/21/08

LESLIE G SULLIVAN

646 REGENCY WAY

KISSIMMEE FL 34758-3606

RE: Account Number
Property Address

██████████ 3060
650 ROYALTY CT

KISSIMMEE FL 34759-0000

Dear LESLIE G SULLIVAN

Your payment has been returned unpaid by your financial institution. As a result, we have reversed these funds from your account. Your account is now due for the 06/20/08 payment. If allowed by your state, you may be assessed a returned check fee.

If your replacement payment is received after the expiration of your grace period, any applicable late charges will be assessed. If you would like to remit your payment immediately, contact us by phone to use our Pay by Phone services by calling 800-766-4622.

If you participate in one of our Electronic Payment Programs, replacement of the reversed payment as well as financial institution corrections may need to be made prior to future drafts occurring.

If this is the third payment returned for insufficient funds, your account will be restricted to certified funds.

If you have any questions regarding this matter, please contact Customer Care at 800-766-4622.

Customer Care
Loan Servicing

7005

\$ 2,254.50
9-15-08

GMAC Mortgage

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

06/20/08

LESLIE G SULLIVAN

646 REGENCY WAY

KISSIMMEE FL 34758-3606

RE: Account Number [REDACTED] 3060
Property Address 650 ROYALTY CT

KISSIMMEE FL 34759-0000

Dear LESLIE G SULLIVAN

****IMPORTANT NOTICE REGARDING INTEREST RATE CHANGE****

The interest rate on your loan is scheduled to adjust on 06/20/08 and will be effective with the 07/20/08 payment.

Projected principal balance after 06/20/08 payment \$ 37303.03

Previous index value	3.28000%	New index value	3.11100%
Current interest rate	5.86000%	New interest rate	5.41100%
Current P&I payment \$	390.96	Margin	2.30000%

Rate Next Change Date	07/20/08
Principal and Interest Next Change	12/20/08

Your new interest rate is calculated by adding the margin to the new index value as defined in your loan documents. The result of this addition is subject to rounding and rate cap limitations according to the terms of your loan documents. If you would like to make a payment based on a 15-year amortization, please call 800-766-4622.

	MINIMUM REQUIRED	INTEREST ONLY	FULLY AMORTIZING
New P&I pmt* \$	390.96 \$	168.20 \$	365.58
Escrow** \$	313.73 \$	313.73 \$	313.73
Total \$	704.69 \$	481.93 \$	679.31

*INTEREST ONLY and FULLY AMORTIZING amounts subject to change if any payment received after the date of this notice are other than MINIMUM REQUIRED payment amount.

(407)932-1442

See Reverse Side For Important Information And State Specific Disclosures



OFFICE OF FINANCIAL REGULATION

FINANCIAL SERVICES
COMMISSION

CHARLIE CRIST
GOVERNOR

BILL MCCOLLUM
ATTORNEY GENERAL

ALEX SINK
CHIEF FINANCIAL OFFICER

CHARLES BRONSON
COMMISSIONER OF
AGRICULTURE

ALEX HAGER
ACTING COMMISSIONER

October 27, 2008

Ms. Elsa Hernandez Shum
Law Offices of David J. Stern, P.A.
900 South Pine Island Road, Suite 400
Plantation, FL 33324-3920

RE: Case #1658 - Leslie G. Sullivan, Loan # [REDACTED] 060, 650 Royalty Court, Kissimmee, FL
34759 - Case #08 CA 9462 MF

Dear Ms. Shum:

Please be advised that this Office is in receipt of the attached complaint filed by Mr. Sullivan.

According to Mr. Sullivan, he has made remittance towards his loan totaling \$6,100 since August 23, 2003, in accordance with a verbal agreement made with a GMAC representative named, Shea. However, it appears that at least one payment was returned.

I note an Exhibit "B" included in Mr. Sullivan's documents that indicate his scheduled payment to be approximately \$391 per month. In Count one of the foreclosure document, it states that delinquency began in June of 2008. My question is, "How did GMAC determine his delinquency if the individual has been attempting to pay more than the scheduled amount since August 2008"?

It would, therefore, be appreciated if you would: 1) Provide this Office with a detailed schedule of payments made by Mr. Sullivan; and, 2) With the current financial crisis embroiling the country, please explain why GMAC would refuse payment.

In view of the situation, I would also like to know why/if GMAC has attempted to enter into a written modification or restructuring arrangement with Mr. Sullivan.

Your prompt attention is appreciated.

Sincerely,

Richard A. Roll
Area Financial Manager
Bureau of Finance Regulation
Orlando Regional Office

RAR:bg

Attachment

cc: GMAC Mortgage LLC ✓
Leslie Sullivan

08/20/08

Account Number [REDACTED] 8060

Page Two

**Subject to change if escrow analysis occurs after the date of this letter.

The MINIMUM REQUIRED payment is the minimum monthly payment you must make as stipulated by your loan documents.

The INTEREST ONLY payment is the minimum amount necessary to pay all accrued interest amounts due for the month. If this amount is less than the minimum required payment, you must still make the minimum required payment.

The FULLY AMORTIZING payment is the principal and interest (P&I) amount required to pay your loan in full over the remaining loan term based on the new interest rate stated above. If this amount is less than the minimum required payment, you must still make the minimum required payment.

When the minimum required payment is less than the interest only or fully amortizing payments, your loan may experience negative amortization. Negative amortization occurs when the monthly P&I payment is less than the full amount of interest for the month. Whenever this occurs, the difference between the two figures is added to the outstanding principal balance of your loan. Your interest for the next month is then accrued based on the higher unpaid balance.

Your unpaid principal balance can never exceed a maximum amount equal to 999.9999% of the principal amount originally borrowed. Should your unpaid principal balance reach the maximum amount, you will be required to begin paying the full payment amount.

If your payments are made through our automatic payment program, unless we are notified otherwise, your required payment amount will be deducted on your scheduled draft date. If you wish to have additional principal deducted at the same time, please contact us at the number below to assist you with this process.

IF YOU ARE IN DEFAULT AT THE TIME THIS NOTICE IS DELIVERED TO YOU, GMAC Mortgage, LLC WILL CONTINUE WITH THE DEFAULT PROCESS EVEN THOUGH THE INTEREST RATE AND PAYMENT AMOUNT ARE BEING ADJUSTED.

If you have any questions, please call 800-766-4622.

Customer Care
Loan Servicing
4015

THIS INSTRUMENT PREPARED BY:
LOAN NO. 21-7
A. RILSON
WHEN RECORDED MAIL TO:
HOME SAVINGS OF AMERICA
P.O. BOX 7075
PASADENA, CALIFORNIA 91109-7075

ORRKO 944 P62838

ADJUSTABLE RATE MORTGAGE LOAN

This Mortgage, made this 13th day of NOVEMBER 1989, between
the Mortgagor,
LESLIE G. SULLIVAN AND ASNETH S. SULLIVAN, HUSBAND AND WIFE

herein called Borrower whose address is 26 OAKCREST ROAD
HYDE PARK, MASS 02136

and the Mortgagee, HOME SAVINGS OF AMERICA, FA, a corporation herein called LENDER, whose address is P.O. Box 7075, Pasadena, California 91109-7075.

WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY-SIX THOUSAND FOUR HUNDRED AND NO/100 Dollars, which indebtedness is evidenced by Borrower's Note of even date herewith (herein "Note"), providing for payment of principal and interest NOW THEREFORE, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of OSCEOLA in the State of Florida, LOT 13, BLOCK 1394, POINCIANA, NEIGHBORHOOD 1 SOUTH, VILLAGE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 9 THROUGH 16, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

The above described property is not the homestead of the mortgagor. The mortgagor resides at 26 Oakcrest Road, Hyde Park, Mass 02136.

Documentary Tax Pd. \$ 99.10
Intangible Tax Pd. \$ 13.50
MCCALLS JR., CLERK OF COURT
OSCEOLA COUNTY BY

Together with all interest which Borrower now has or may hereafter acquire in or to said property, and in and to (a) all easements and rights of way appurtenant thereto, and (b) all buildings, structures, improvements, fixtures and appurtenances now or hereafter placed thereon, including but not limited to, all apparatus and equipment, whether or not physically affixed to the land or any building, used to provide or supply air-cooling, air-conditioning, heat, gas, water light, power, refrigeration, ventilation, laundry, drying, dishwashing, garbage disposal, or other services, and all waste vent systems, antennas, pool equipment, window coverings, drapes and drapery rods, carpeting and floor coverings, awnings, ranges, ovens, water heaters and attached cabinets, it being intended and agreed that such items be conclusively deemed to be affixed to and to be part of the real property that is conveyed hereby; and (c) all water and water rights, whether or not appurtenant, and shares of stock pertaining to such water or water rights, ownership of which affects said property. Borrower agrees to execute and deliver, from time to time, such further instruments as may be requested by Lender to confirm the lien of this Mortgage on any such properties. The properties mortgaged, granted, and conveyed to Lender hereunder are hereinafter referred to as "such property".

The Borrower absolutely and irrevocably grants transfers and assigns to Lender the rents, income, issues, and profits of all property covered by this Mortgage.

Borrower covenants that Borrower is lawfully seized of the estate herein conveyed and has the right to mortgage, grant and convey such property, that such property is unencumbered, and that Borrower will warrant and defend generally the title to such property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in such property.

FOR THE PURPOSE OF SECURING

(1) Payment of the sum of \$ with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of made by Borrower, payable to Lender or order, and all modifications, extensions or renewals thereof. (2) Payment of such additional sums with interest thereon, (a) as may be hereafter borrowed from Lender by the then record owner of such property and evidenced by a promissory note or notes reciting it or they are so secured and all modifications, extensions or renewals thereof; or (b) as may be incurred, paid out, or advanced by Lender, or may otherwise be due to Lender under any provisions of this Mortgage and all modifications, extensions or renewals thereof. (3) Performance of each agreement of Borrower contained herein or incorporated herein by reference or contained in any papers executed by Borrower relating to the loan secured hereby. (4) Performance, if the loan secured hereby or any part thereof is for the purpose of constructing improvements on such property of each provision or agreement of Borrower contained in any construction loan agreement. (5) Other agreement between Borrower and Lender relating to such property. (6) The performance and the, by Borrower of all of the covenants and agreements required to be kept, performed by Borrower, and to the terms of any and all other instruments creating Borrower's interest in or defining Borrower's right in respect to such property. (7) Compliance by Borrower with each and every monetary provision to be performed by Borrower under any declaration of covenants or conditions or restrictions pertaining to such property, and upon written request of Lender, the enforcement by Borrower of any covenant to pay maintenance or other charges if the same have not been paid or valid legal steps taken to enforce such payment within ninety (90) days after such written request is made. (8) At Lender's option, payment with interest thereon of any other present or future indebtedness or obligation of Borrower or any successor in interest of Borrower to such property due to Lender, whether created directly or acquired by absolute or contingent assignment, whether due or not, whether otherwise secured or not, or whether existing at the time of the execution of this Mortgage or arising thereafter, the existence of such indebtedness being evidenced by a note or notes to Borrower or any successor in interest of Borrower. (9) Performance of all agreements of Borrower to pay taxes and charges to the Lender whether or not assessed forthwith. (10) Payment of charges, as allowed by law when such charges are made, but not any of them regarding the obligation secured hereby.

IN THE CIRCUIT COURT OF THE 9TH JUDICIAL
CIRCUIT, IN AND FOR OSCEOLA COUNTY, FLORIDA
GENERAL JURISDICTION DIVISION
CASE NO:

THE BANK OF NEW YORK MELLON TRUST
COMPANY, NATIONAL ASSOCIATION FKA
THE BANK OF NEW YORK TRUST
COMPANY, N.A. AS SUCCESSOR TO
JPMORGAN CHASE BANK N.A. AS TRUSTEE
FOR RAMP 2005RP2

PLAINTIFF

VS.

LESLIE G. SULLIVAN; UNKNOWN SPOUSE
OF LESLIE G. SULLIVAN IF ANY; ANY AND
ALL UNKNOWN PARTIES CLAIMING BY,
THROUGH, UNDER, AND AGAINST THE
HEREIN NAMED INDIVIDUAL
DEFENDANT(S) WHO ARE NOT KNOWN TO
BE DEAD OR ALIVE, WHETHER SAID
UNKNOWN PARTIES MAY CLAIM AN
INTEREST AS SPOUSES, HEIRS, DEVISEES,
GRANTEES OR OTHER CLAIMANTS;
POINCIANA VILLAGE ONE ASSOCIATION,
INC.; ASSOCIATION OF POINCIANA
VILLAGES, INC.; JOHN DOE 1, JANE DOE 1,
JOHN DOE 2 AND JANE DOE 2 AS
UNKNOWN TENANTS IN POSSESSION

DEFENDANT(S)

COMPLAINT TO FORECLOSE MORTGAGE
AND TO ENFORCE LOST LOAN DOCUMENTS

Plaintiff, sues the Defendant(s) and alleges:

COUNT I

1. THIS IS AN ACTION to foreclose a Mortgage on real property in OSCEOLA County, Florida.
2. This Court has jurisdiction over the subject matter herein.
3. On NOVEMBER 13, 1989 LESLIE G. SULLIVAN AND ASNETH S. SULLIVAN, HUSBAND AND WIFE executed and delivered a Promissory Note and a PURCHASE MONEY Mortgage securing payment of the Note to the Payee named thereon.
4. The Mortgage was recorded on NOVEMBER 13, 1989 in Official Records Book 944 at page 2838, of the Public Records of OSCEOLA County, Florida, and mortgaged the property described in it, then owned by and possessed by the Mortgagors, a copy of the Mortgage IS attached hereto as "Exhibit "A". Said mortgage was subsequently assigned to THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION FKA THE BANK OF NEW YORK TRUST COMPANY, N.A. AS SUCCESSOR TO JPMORGAN CHASE BANK N.A. AS TRUSTEE FOR RAMP 2005RP2 by virtue of an assignment to be recorded.
5. The Plaintiff owns and holds the Note and Mortgage.
6. The property is now owned by the Defendant(s), LESLIE G. SULLIVAN, if living and if dead, the unknown spouses, heirs and beneficiaries of LESLIE G. SULLIVAN who hold(s) possession.
7. There is a default under the terms of the note and mortgage for the JUNE 20, 2008 payment and all payments due thereafter.

IN THE CIRCUIT COURT OF THE 9TH JUDICIAL
CIRCUIT, IN AND FOR OSCEOLA COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION
CASE NO:

THE BANK OF NEW YORK MELLON TRUST
COMPANY, NATIONAL ASSOCIATION FKA
THE BANK OF NEW YORK TRUST
COMPANY, N.A. AS SUCCESSOR TO
JPMORGAN CHASE BANK N.A. AS TRUSTEE
FOR RAMP 2005RP2

08 CA 9462 MF
CIVIL ACTION SUMMONS

PLAINTIFF
VS.
LESLIE G. SULLIVAN, ET AL.
DEFENDANT(S)

RECEIVED: DATE: _____ TIME: _____
PERSON SERVED: Leslie Sullivan
DATE: 10/18/08 TIME: 1634
SERVER: Brent Branny

YOU ARE HEREBY COMMANDED to serve this summons and a copy of the complaint /amended complaint or
petition on defendant(s):

LESLIE G. SULLIVAN
646 REGENCY WAY
KISSIMMEE, FL 34758

~~XX-XX-5804~~

A lawsuit has been filed against you. You have 20 calendar days after this summons is served on you to file
a written response to the attached complaint with the clerk of this court. A phone call will not protect you; your written
response, including the case number given above and the names of the parties, must be filed if you want the court to hear
your side of the case. If you do not file your response on time, you may lose the case, and your wages, money and
property may thereafter be taken without further warning from the court. There are other legal requirements. You may
want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or legal
aid office (listed in the phone book)

If you choose to file a written response yourself, at the same time you file your written response to the court,
you must also mail or take a carbon copy or photocopy of your written response to the "plaintiff's attorney" listed below:

LAW OFFICES OF DAVID J. STERN, P.A.
900 SOUTH PINE ISLAND ROAD SUITE 400
PLANTATION, FL 33324-3920
TELEPHONE: (954) 233-8000

LARRY WHALEY, CLERK OF THE CIRCUIT COURT

DATED: OCT 10 2008

BY: /S/ BW
DEPUTY CLERK OF COURT

08-95874 GMAP

8. All conditions precedent to the acceleration of this Mortgage Note and to foreclosure of the Mortgage have been fulfilled or have occurred.
9. The Plaintiff declares the full amount payable under the Note and Mortgage to be due.
10. The borrowers owe Plaintiff \$37,519.52 that is due in principal on the Mortgage Note and Mortgage, together with interest from MAY 20, 2008, late charges, and all costs of collection including title search expenses for ascertaining necessary parties to this action and reasonable attorney's fees.
11. Plaintiff is obligated to pay its attorney a reasonable fee for his services rendered.
12. Defendants, John Doe 1, Jane Doe 1, John Doe 2 and Jane Doe 2, may claim an interest in the property described in the Mortgage as tenants pursuant to a lease agreement, either written or oral. Said interest is subject, subordinate, and inferior to the lien of the Mortgage held by Plaintiff.
13. In addition to all other named defendants, the unknown spouses, heirs, devisees, grantees, assignees, creditors, trustees, successors in interest or other parties claiming an interest in the subject property by, through under or against any of said defendants, whether natural or corporate, who are not known to be alive or dead, dissolved or existing, are joined as defendants herein. The claims of any of said parties are subject, subordinate, and inferior to the interest of Plaintiff.
14. The Defendant, POINCIANA VILLAGE ONE ASSOCIATION, INC., is joined because it may claim some interest in or lien upon the subject property by virtue of possible association liens and assessments. Said interest is subject, subordinate, and inferior to the lien of the Mortgage held by the Plaintiff.
15. The Defendant, ASSOCIATION OF POINCIANA VILLAGES, INC., is joined because it may claim some interest in or lien upon the subject property by virtue of possible association liens and assessments. Said interest is subject, subordinate, and inferior to the lien of the Mortgage held by the Plaintiff.
16. The Defendant, UNKNOWN SPOUSE OF LESLIE G. SULLIVAN, is joined because SHE may claim some interest in or lien upon the subject property by virtue of a possible homestead interest. Said interest is subject, subordinate and inferior to the interest of the Plaintiff's mortgage.

WHEREFORE, Plaintiff prays: That an accounting may be had and taken under the direction of this Court of what is due the Plaintiff for principal and interest on said Mortgage and Mortgage Note, and for the costs, charges and expenses, including attorney's fees and title search costs, and advancements which Plaintiff may be put to or incur in and about this suit, and that the Defendants found responsible for same be ordered to pay the Plaintiff herein the amounts so found to be due it; that in default of such payments, all right, title, interest, claim, demand, or equity of redemption of the Defendants and all other persons claiming by, through, under or against said Defendants since the filing of the Lis Pendens herein be absolutely barred and foreclosed and that said mortgage property be sold under the direction of this Court; that out of the proceeds of said sale, the amounts due the Plaintiff may be paid so far as same will suffice; and that a deficiency judgment be entered if applicable and only in the event no Order of Discharge of Personal Liability in Bankruptcy has been entered as to any of the Defendants who signed the subject Note and Mortgage and a Writ of Possession be issued.



Filed 02/05/15 Entered 02/05/15 13:24:22
(Part 3) - Sullivan Diligence Response Pg 34 of 51

MSCOT #164
1084 CYPRESS PARKWAY
MISSISSIMMEE FL 34759

Date: 10/06/2008
OperID: 794

Time: 01:52 PM

Money Transfer Receive
MTCN: 808-123-1964
Sender: WU GMAC MORTGAGE

Amount: \$2360.00

Receiver: LESLIE G SULLIVAN

Check#8433392845 \$1000.00
Check#8433392846 \$1000.00
Check#8433392847 \$360.00

CLM#1533

Agent Signature /
Firma del Agente

Customer Signature /
Firma del Cliente

CERTAIN TERMS AND CONDITIONS GOVERNING THE MONEY TRANSFER SERVICE YOU HAVE SELECTED ARE SET FORTH ON THE BACK OF THIS FORM. BY SIGNING THIS FORM, YOU ARE AGREEING TO THOSE TERMS AND CONDITIONS. IN ADDITION TO THE TRANSFER FEE, WESTERN UNION ALSO MAKES MONEY WHEN IT CHANGES YOUR DOLLARS INTO FOREIGN CURRENCY. PLEASE SEE REVERSE SIDE FOR MORE INFORMATION REGARDING CURRENCY EXCHANGE.
ALGUNOS TERMINOS Y CONDICIONES QUE RIGEN EL SERVICIO DE TRANSFERENCIA DE DINERO QUE USTED HAELEGIDO, ESTÁN ESPEDIFICADOS EN EL REVERSO DE ESTÁ FORMULARIO. AL FIRMARIO, USTED ESTÁ DE ACUERDO CON ESOS TERMINOS US CONDICIONES. ADEMÁS DE LOS CARGOS POR EL SERVICIO DE TRANSFERENCIA, WESTERN UNION GANA DINERO CUANDO CAMBIA SUS DOLARES AMERICANOS POR MONEDA EXTRANJERA. POR FAVOR LEAEL REVERSO DE ESTE FORMULARIO PARA MAS INFORMACION SOBRE EL CAMBIO DE MONEDA.



THIS INSTRUMENT PREPARED BY:
 LOAN NO. 721-7
 A. HILSON
 WHEN RECORDED MAIL TO:
 HOME SAVINGS OF AMERICA
 P.O. BOX 7075
 PASADENA, CALIFORNIA 91109-7075

ORBDK 944: P62 038

ADJUSTABLE RATE MORTGAGE LOAN

This Mortgage, made this 13th day of NOVEMBER 1989, between the Mortgagor, LESLIE G. SULLIVAN AND ASNETH S. SULLIVAN, HUSBAND AND WIFE

herein called Borrower whose address is 26 OAKCREST ROAD HYDE PARK, MASS 02136

and the Mortgagee, HOME SAVINGS OF AMERICA, FA, a corporation herein called LENDER, whose address is P.O. Box 7075, Pasadena, California 91109-7075.

WHEREAS, Borrower is indebted to Lender in the principal sum of SIXTY-SIX THOUSAND FOUR HUNDRED AND NO/100 Dollars, which indebtedness is evidenced by Borrower's Note of even date herewith (herein "Note"), providing for payment of principal and interest; NOW THEREFORE, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of OSCEOLA in the State of Florida, LOT 13, BLOCK 1394, POINCIANA, NEIGHBORHOOD 1 SOUTH, VILLAGE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 9 THROUGH 16, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

The above described property is not the homestead of the mortgagor. The mortgagor resides at 26 Oakcrest Road, Hyde Park, Mass 02136.

Documentary Tax Pd. \$ 99.10
 Intangible Tax Pd. \$ 133.50
 MCL VALLS JR., CLERK OF COURT
 OSCEOLA COUNTY BY

Together with all interest which Borrower now has or may hereafter acquire in or to said property, and in and to (a) all easements and rights of way appurtenant thereto, and (b) all buildings, structures, improvements, fixtures and appurtenances now or hereafter placed thereon, including but not limited to, all apparatus and equipment, whether or not physically affixed to the land or any building, used to provide or supply air-cooling, air-conditioning, heat, gas, water, light, power, refrigeration, ventilation, laundry, drying, dishwashing, garbage disposal, or other services; and all waste vent systems, antennas, pool equipment, window coverings, drapes and drapery rods, carpeting and floor coverings, awnings, ranges, ovens, water heaters and attached cabinets, it being intended and agreed that such items be or be deemed to be affixed to and to be part of the real property that is conveyed hereby; and (c) all water and water rights, whether or not appurtenant, and shares of stock pertaining to such water or water rights, ownership of which affects said property. Borrower agrees to execute and deliver, from time to time, such further instruments as may be requested by Lender to confirm the lien of this Mortgage on any such properties. The properties mortgaged, granted, and conveyed to Lender hereunder are hereinafter referred to as "such property".

The Borrower absolutely and irrevocably grants, transfers and assigns to Lender the rents, income, issues, and profits of all property covered by this Mortgage.

Borrower covenants that Borrower is lawfully seized of the estate herein conveyed and has the right to mortgage, grant and convey such property, that such property is unencumbered, and that Borrower will warrant and defend generally the title to such property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in such property.

FOR THE PURPOSE OF SECURING

(1) Payment of the sum of \$ with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of made by Borrower, payable to Lender or order, and all monthly, or other, extensions or renewals thereof. (2) Payment of such additional sums with interest thereon, (a) as may be hereafter borrowed from Lender by the then record owner of such property and evidenced by a promissory note or notes reflecting it or they are so secured and all modifications, extensions or renewals thereof; or (b) as may be incurred, paid out, or advanced by Lender, or may otherwise be due to Lender under any provisions of this Mortgage and all modifications, extensions or renewals thereof. (3) Performance of each agreement of Borrower contained herein or incorporated herein by reference or contained in any papers executed by Borrower relating to the loan secured hereby. (4) Performance, if the loan secured hereby or any part thereof is for the purpose of constructing improvements on such property of each provision or agreement of Borrower contained in any construction loan agreement, other agreement between Borrower and Lender relating to such property. (5) The performance and fulfillment, by Borrower or Lender, of the covenants and conditions required to be kept, performed, and observed by Borrower, and to the terms of any and all other instruments creating Borrower's interest in or defining Borrower's right in respect to such property. (6) Compliance by Borrower with each and every monetary provision to be performed by Borrower under any declaration of covenants or conditions, restrictions pertaining to such property, and upon written request of Lender, the enforcement by Borrower of any covenant to pay maintenance or other charges, if the same have not been paid or valid legal steps taken to enforce such payment within ninety (90) days after such written request is made. (7) At Lender's option, payment with interest thereon of any other present or future indebtedness or obligation of Borrower or any successor in interest of Borrower to such property due to Lender, whether created directly or assumed by assignment or contingent assignment, whether due or not, whether otherwise secured or not, or whether existing at the time of the execution of this Mortgage or arising thereafter, the existence of such indebtedness or obligation being evidenced by a note or notes to Borrower or any successor in interest of Borrower. (8) Performance of all agreements of Borrower to pay taxes and charges to the Lender whether or not herein set forth. (9) Payment of charges as allowed by law when such charges are made for any instrument regarding the obligation secured hereby.

IN THE CIRCUIT COURT OF THE 9TH JUDICIAL
CIRCUIT, IN AND FOR OSCEOLA COUNTY, FLORIDA
GENERAL JURISDICTION DIVISION
CASE NO:

THE BANK OF NEW YORK MELLON TRUST
COMPANY, NATIONAL ASSOCIATION FKA
THE BANK OF NEW YORK TRUST
COMPANY, N.A. AS SUCCESSOR TO
JPMORGAN CHASE BANK N.A. AS TRUSTEE
FOR RAMP 2005RP2

PLAINTIFF

VS.

LESLIE G. SULLIVAN; UNKNOWN SPOUSE
OF LESLIE G. SULLIVAN IF ANY; ANY AND
ALL UNKNOWN PARTIES CLAIMING BY,
THROUGH, UNDER, AND AGAINST THE
HEREIN NAMED INDIVIDUAL
DEFENDANT(S) WHO ARE NOT KNOWN TO
BE DEAD OR ALIVE , WHETHER SAID
UNKNOWN PARTIES MAY CLAIM AN
INTEREST AS SPOUSES, HEIRS, DEVISEES,
GRANTEES OR OTHER CLAIMANTS;
POINCIANA VILLAGE ONE ASSOCIATION,
INC.; ASSOCIATION OF POINCIANA
VILLAGES, INC.; JOHN DOE 1, JANE DOE 1,
JOHN DOE 2 AND JANE DOE 2 AS
UNKNOWN TENANTS IN POSSESSION

DEFENDANT(S)

COMPLAINT TO FORECLOSE MORTGAGE
AND TO ENFORCE LOST LOAN DOCUMENTS

Plaintiff, sues the Defendant(s) and alleges:

COUNT I

1. THIS IS AN ACTION to foreclose a Mortgage on real property in OSCEOLA County, Florida.
2. This Court has jurisdiction over the subject matter herein.
3. On NOVEMBER 13, 1989 LESLIE G. SULLIVAN AND ASNETH S. SULLIVAN, HUSBAND AND WIFE executed and delivered a Promissory Note and a PURCHASE MONEY Mortgage securing payment of the Note to the Payee named thereon.
4. The Mortgage was recorded on NOVEMBER 13, 1989 in Official Records Book 944 at page 2838, of the Public Records of OSCEOLA County, Florida, and mortgaged the property described in it, then owned by and possessed by the Mortgagors, a copy of the Mortgage IS attached hereto as "Exhibit "A". Said mortgage was subsequently assigned to THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION FKA THE BANK OF NEW YORK TRUST COMPANY, N.A. AS SUCCESSOR TO JPMORGAN CHASE BANK N.A. AS TRUSTEE FOR RAMP 2005RP2 by virtue of an assignment to be recorded.
5. The Plaintiff owns and holds the Note and Mortgage.
6. The property is now owned by the Defendant(s), LESLIE G. SULLIVAN, if living and if dead, the unknown spouses, heirs and beneficiaries of LESLIE G. SULLIVAN who hold(s) possession.
7. There is a default under the terms of the note and mortgage for the JUNE 20, 2008 payment and all payments due thereafter.

IN THE CIRCUIT COURT OF THE 9TH JUDICIAL
CIRCUIT, IN AND FOR OSCEOLA COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION
CASE NO:

THE BANK OF NEW YORK MELLON TRUST
COMPANY, NATIONAL ASSOCIATION FKA
THE BANK OF NEW YORK TRUST
COMPANY, N.A. AS SUCCESSOR TO
JPMORGAN CHASE BANK N.A. AS TRUSTEE
FOR RAMP 2005RP2

08 CA 9462 MF

CIVIL ACTION SUMMONS

PLAINTIFF
VS.

LESLIE G. SULLIVAN, ET AL.

DEFENDANT(S)

RECEIVED: DATE: _____ TIME: _____
PERSON SERVED: Leslie Sullivan
DATE: 10/18/08 TIME: 1634
SERVER: Brent Brannan

YOU ARE HEREBY COMMANDED to serve this summons and a copy of the complaint /amended complaint or petition on defendant(s):

LESLIE G. SULLIVAN
646 REGENCY WAY
KISSIMMEE, FL 34758

~~XXX - XX-5804~~

A lawsuit has been filed against you. You have 20 calendar days after this summons is served on you to file a written response to the attached complaint with the clerk of this court. A phone call will not protect you; your written response, including the case number given above and the names of the parties, must be filed if you want the court to hear your side of the case. If you do not file your response on time, you may lose the case, and your wages, money and property may thereafter be taken without further warning from the court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or legal aid office (listed in the phone book)

If you choose to file a written response yourself, at the same time you file your written response to the court, you must also mail or take a carbon copy or photocopy of your written response to the "plaintiff's attorney" listed below:

LAW OFFICES OF DAVID J. STERN, P.A.
900 SOUTH PINE ISLAND ROAD SUITE 400
PLANTATION, FL 33324-3920
TELEPHONE: (954) 233-8000

LARRY WHALEY, CLERK OF THE CIRCUIT COURT

DATED: OCT 10 2008

BY: /S/ BW
DEPUTY CLERK OF COURT

08-95874 GMAP

8. All conditions precedent to the acceleration of this Mortgage Note and to foreclosure of the Mortgage have been fulfilled or have occurred.
9. The Plaintiff declares the full amount payable under the Note and Mortgage to be due.
10. The borrowers owe Plaintiff \$37,519.52 that is due in principal on the Mortgage Note and Mortgage, together with interest from MAY 20, 2008, late charges, and all costs of collection including title search expenses for ascertaining necessary parties to this action and reasonable attorney's fees.
11. Plaintiff is obligated to pay its attorney a reasonable fee for his services rendered.
12. Defendants, John Doe 1, Jane Doe 1, John Doe 2 and Jane Doe 2, may claim an interest in the property described in the Mortgage as tenants pursuant to a lease agreement, either written or oral. Said interest is subject, subordinate, and inferior to the lien of the Mortgage held by Plaintiff.
13. In addition to all other named defendants, the unknown spouses, heirs, devisees, grantees, assignees, creditors, trustees, successors in interest or other parties claiming an interest in the subject property by, through under or against any of said defendants, whether natural or corporate, who are not known to be alive or dead, dissolved or existing, are joined as defendants herein. The claims of any of said parties are subject, subordinate, and inferior to the interest of Plaintiff.
14. The Defendant, POINCIANA VILLAGE ONE ASSOCIATION, INC., is joined because it may claim some interest in or lien upon the subject property by virtue of possible association liens and assessments. Said interest is subject, subordinate, and inferior to the lien of the Mortgage held by the Plaintiff.
15. The Defendant, ASSOCIATION OF POINCIANA VILLAGES, INC., is joined because it may claim some interest in or lien upon the subject property by virtue of possible association liens and assessments. Said interest is subject, subordinate, and inferior to the lien of the Mortgage held by the Plaintiff.
16. The Defendant, UNKNOWN SPOUSE OF LESLIE G. SULLIVAN, is joined because SHE may claim some interest in or lien upon the subject property by virtue of a possible homestead interest. Said interest is subject, subordinate and inferior to the interest of the Plaintiff's mortgage.

WHEREFORE, Plaintiff prays: That an accounting may be had and taken under the direction of this Court of what is due the Plaintiff for principal and interest on said Mortgage and Mortgage Note, and for the costs, charges and expenses, including attorney's fees and title search costs, and advancements which Plaintiff may be put to or incur in and about this suit, and that the Defendants found responsible for same be ordered to pay the Plaintiff herein the amounts so found to be due it; that in default of such payments, all right, title, interest, claim, demand, or equity of redemption of the Defendants and all other persons claiming by, through, under or against said Defendants since the filing of the Lis Pendens herein be absolutely barred and foreclosed and that said mortgage property be sold under the direction of this Court; that out of the proceeds of said sale, the amounts due the Plaintiff may be paid so far as same will suffice; and that a deficiency judgment be entered if applicable and only in the event no Order of Discharge of Personal Liability in Bankruptcy has been entered as to any of the Defendants who signed the subject Note and Mortgage and a Writ of Possession be issued.



Filed 02/05/15 Entered 02/05/15 13:24:22
(Part 3) - Sullivan Diligence Response Pg 39 of 51

AMSCDT #164
1084 CYPRESS PARKWAY
MISSIMMEE FL 34759

Date: 10/06/2008 Time: 01:52 PM
OperID: 794

Money Transfer Receive
MTCN: 808-123-1964
Sender: WU GMAC MORTGAGE

Amount: \$2360.00

Receiver: LESLIE G SULLIVAN

Check#8433392845 \$1000.00
Check#8433392846 \$1000.00
Check#8433392847 \$360.00

CLM #1533

Agent Signature /
Firma del Agente

Customer Signature /
Firma del Cliente

CERTAIN TERMS AND CONDITIONS GOVERNING THE MONEY TRANSFER SERVICE YOU HAVE SELECTED ARE SET FORTH ON THE BACK OF THIS FORM. BY SIGNING THIS FORM, YOU ARE AGREEING TO THOSE TERMS AND CONDITIONS. IN ADDITION TO THE TRANSFER FEE, WESTERN UNION ALSO MAKES MONEY WHEN IT CHANGES YOUR DOLLARS INTO FOREIGN CURRENCY. PLEASE SEE REVERSE SIDE FOR MORE INFORMATION REGARDING CURRENCY EXCHANGE.
ALGUNOS TERMINOS Y CONDICIONES QUE RIGEN EL SERVICIO DE TRANSFERENCIA DE DINERO QUE USTED HAELEGIDO, ESTÁN ESPEDIFICADOS EN EL REVERSO DE ESTÁ FORMULARIO. AL FIRMARIO, USTED ESTÁ DE ACUERDO CON ESOS TERMINOS US CONDICIONES. ADEMÁS DE LOS CARGOS POR EL SERVICIO DE TRANSFERENCIA, WESTERN UNION GANA DINERO CUANDO CAMBIA SUS DOLARES AMERICANOS POR MONEDA EXTRANJERA. POR FAVOR LEA EL REVERSO DE ESTE FORMULARIO PARA MAS INFORMACIÓN SOBRE EL CAMBIO DE MONEDA.





↓
Shelly Ashlee
\$ 3000
10-16-08

11-16-08
3340.96
4,500

LESLIE G SULLIVAN
646 REGENCY WY
KISSIIMMEE FL 34758

Your Western Union Quick Collect Money Transfer has been declined:

DATED: 09 28 2008
MTCN: 808 123 1964
AMOUNT: \$2360.00
PAYEE: G M A C MORTGAGECE
ACCT #: [REDACTED] 3060

Please return immediately to the office where your Quick Collect Money transfer was sent from to pick up your refund.

You must bring your Quick Collect Receipt and/or this letter with picture identification.

When you arrive at the Western Union agent's office, fill out the yellow "To Receive Money" form, listing your name as the receiver and sender of the money transfer and present the form to the agent for payout.

You may use the refund check to send a new Quick Collect payment after you have made arrangements with the company to which you had sent the payment.

Questions regarding your account should be directed to the company that declined the payment.

Customer Relations Department
Quick Collect Money Transfer Service
13022 Hollenberg Dr.
Bridgeton, Missouri 63044

J-15

257
254
1000 799
954-233-8000
9250
874 3585

mg

To Send A Pay 02/05/15 via Card Collect
 Don't forget to fill out the back of the card
 (Part 2 of 2) PD12 (02/06) Response Pg 41 of 51

WESTERN UNION

Card Members Fill Out Yellow Shaded Area Only / Los tarjetahabientes solamente necesitan llenar el área amarilla

WESTERN UNION® GOLD OR PREFERRED CARD NUMBER

Número de la tarjeta Gold o Preferred de Western Union

1 PAYMENT INFORMATION

INFORMACIÓN DEL PAGO

\$740.00

Dollar Amount Not To Exceed US \$5,000
 El monto en dólares no debe exceder US \$5,000

When sending \$1,000 or more, you must provide identification and additional information.
 Al enviar \$1,000 ó más, usted deberá proporcionar identificación e información adicional.

Pay to / Páguese a **AMAC Mortgage**

Company Name/Nombre De La Compañía

Attention:

Reference Number:
 Número de Referencia:

Code City / Código de Ciudad **home**

State / Estado **Texas**

2 SENDER INFORMATION

INFORMACIÓN DEL REMITENTE

Sender's Name / Nombre del remitente **Leticia G. Sullivan**

First Name/Primer Nombre

Last Name/Apellido Paterno

Account Number With Company / Número de cuenta con la compañía **3060**

Telephone / Teléfono **(404) 932-1445**

Address / Dirección **646 Regency Way**

Street/Calle y número

City/Ciudad **Kennesaw**

State/Estado **GA**

Zip/Código Postal **30144**

3 CONSUMER SIGNATURE

FIRMA DEL CLIENTE

Leticia G. Sullivan

AGENT USE ONLY

Sólo para uso del Agente

Additional consumer information on the back of this page.
 Información adicional para el cliente al reverso de la hoja

Money Transfer Control Number

Número de Control de Transferencia

00000000000000000000

Date / Fecha **8/10/15** Time / Hora **10:05**

Amount / Cantidad **\$740.00**

Transfer Fee / Cargo por la transferencia **\$12.94**

Tax / Impuesto **\$**

Total Amount Collected / Cantidad total cobrada **\$752.94**

Rate of Exchange / Tipo de cambio **\$1.02** Amount to be Paid / Cantidad a pagar **\$740.00**

Agent's Signature / Firma del agente

"IN ADDITION TO THE TRANSFER FEE, WESTERN UNION ALSO MAKES MONEY WHEN IT CHANGES YOUR DOLLAR INTO FOREIGN CURRENCY. PLEASE SEE ATTACHED PAGE FOR MORE INFORMATION REGARDING CURRENCY EXCHANGE. ♦ IF THE EXCHANGE RATE FOR YOUR TRANSACTION WAS DETERMINED AT THE TIME YOU SENT THE MONEY, THE CURRENCY TO BE PAID OUT AND THE EXCHANGE RATE ARE LISTED ON YOUR RECEIPT. OTHERWISE, THE EXCHANGE RATE WILL BE SET WHEN THE RECEIVER RECEIVES THE FUNDS. ♦ CERTAIN TERMS AND CONDITIONS GOVERNING THIS TRANSACTION AND THE SERVICES YOU HAVE SELECTED ARE SET FORTH ON THE ATTACHED PAGES. BY SIGNING THIS RECEIPT, YOU ARE AGREEING TO THOSE TERMS AND CONDITIONS."

"ADEMÁS DE LOS CARGOS POR EL SERVICIO DE TRANSFERENCIA, WESTERN UNION TAMBIÉN GANA DINERO CUANDO CAMBIA SUS DÓLARES A MONEDA EXTRANJERA. POR FAVOR LEA EN LAS PÁGINAS ANEXAS MÁS INFORMACIÓN SOBRE EL CAMBIO DE MONEDA. ♦ EL TIPO DE CAMBIO PARA SU TRANSACCIÓN FUE FIJADO EN EL MOMENTO EN EL QUE ENVÍO EL DINERO, LA MONEDA EN LA QUE SE HARÁ EL PAGO Y EL TIPO DE CAMBIO. CAMBIO SE FIJARÁ CUANDO EL DESTINATARIO RECIBA LOS FONDOS. ♦ ALGUNOS TÉRMINOS Y CONDICIONES QUE RIGEN ESTA TRANSACCIÓN Y LOS SERVICIOS QUE USTED HA ELEGIDO SE ESTABLECEN EN LAS PÁGINAS ANEXAS. FIRMAR ESTE RECIBO, USTED DECLARA QUE ESTÁ DE ACUERDO CON ESOS TÉRMINOS Y CONDICIONES."

OFMCCDUMB (12/05)

821811
 4:32 on 23rd

CLM #1533

7205G

(Part 3) - Sullivan Diligence Response Pg 42 of 51

PUBLIX #0153
841 CYPRESS PKWY
POINCIANA FL 34759

Order ID: 441 Quick Collect
02/25/2008
1005A EDT MTN: 466-671-5403

Sender/Remittente: LESLIE G SULLIVAN
Receiver/Destinataria: S M A C MORTGAGE

Code City/Código de la ciudad: HOME IA

Account #/Número de cuenta: 1060

Reference #/Número de referencia:

Attn/Atención:

Western Union Card Number / Número de Tarjeta 768289785

Amount/Cantidad: \$ 740.00

Service/Cargos: 12.99

Total: \$ 752.99

YOU'VE BEEN ENROLLED IN THE GOLD CARD REWARDS PROGRAM! To activate your Rewards Card just use the Card Number listed above again. Once you do, we will send you Card in the mail and you'll begin earning valuable rewards!

Agent Signature /
Firma del Agente

Customer Signature /
Firma del Cliente

IN ADDITION TO THE TRANSFER FEE, WESTERN UNION ALSO MAKES MONEY WHEN IT CHANGES YOUR DOLLARS INTO FOREIGN CURRENCY. PLEASE SEE REVERSE SIDE FOR MORE INFORMATION REGARDING CURRENCY EXCHANGE. IF THE EXCHANGE RATE FOR YOUR TRANSACTION WAS DETERMINED AT THE TIME YOU SENT THE MONEY, THE CHARGES TO BE PAID WILL BE LISTED ON YOUR RECEIPT. OTHERWISE, THE EXCHANGE RATE WILL BE SET WHEN THE MONEY IS PAID OUT AND THE EXCHANGE RATE ARE LISTED ON YOUR RECEIPT.

Amount Expected*
Cantidad a recibir

\$ 740.00

Money Transfer Control Number (if available)
Número de control de transferencia (si está disponible)

When receiving \$1,000 or more, you must provide I.D. and additional information.
Al recibir \$1,000 o más, usted deberá proporcionar identificación e información adicional.

1 MY INFORMATION

MI INFORMACIÓN

First Name / Nombre Leslie
Last Name / Apellido Sullivan
Telephone / Teléfono (407) 932 1442
Money Sent From / Dinero Enviado Desde WU
City / Ciudad Regency Way
State / Estado FL
Country / País
My Address / Mi dirección Kissimmee
Street / Calle y número 034758
City / Ciudad State / Estado Zip / Código postal

2 SENDER INFORMATION

INFORMACIÓN DEL REMITENTE

First Name / Nombre Leslie G Sullivan
Last Name / Apellido
Maternal Name / Apellido Materno
(Optional) Telephone / Teléfono (opcional) ()

3 ADDITIONAL INFORMATION

INFORMACIÓN ADICIONAL

Question (If Applicable) / Pregunta (de ser necesario)
Answer / Respuesta
Sender I.D. / Identificación del remitente
Confirmation Code / Código de Confirmación

CONSUMER SIGNATURE

FIRMA DEL CLIENTE

X Leslie G Sullivan

Western Union and its Agents may decline to accept or pay any money transfer that either of them determines in their sole discretion violates any applicable law or Western Union Policy. Western Union y sus Agentes podrían negarse a aceptar o a pagar cualquier transferencia de dinero si alguno de ellos determinara, a discreción propia, que ésta infringe cualquier ley o política de Western Union aplicable.

AGENT USE ONLY
Sólo para uso del Agente

Money Transfer Control Number

Agent / Agente Publix
Operator number / Número del operador 413
Date / Fecha 8/30/08
Time / Hora 10/5
I.D. Type / Tipo de identificación DL
Number / Número 45537
State / Estado FL
Expires / Vencimiento 5/22/11
2nd I.D. Type / 2º tipo de identificación
2nd I.D. Number / 2º número de identificación
Check number / Número de cheque
Amount / Cantidad
Date filed / Fecha de envío 1/1
Cashier check / Cheque de caja
Yes / Si ☒ No ☐
Originating city/state/country / Envío desde ciudad/estado/país
Expected payout city/state/country / Ciudad/estado/país de destino
Test Question / Pregunta clave
Answer / Respuesta
Agent's Signature / Firma del Agente

* IF YOU RECEIVE FUNDS IN THE FORM OF A CHECK, YOU MAY INCUR ADDITIONAL FEES TO ACCESS THOSE FUNDS, INCLUDING BUT NOT LIMITED TO CHECK CASHING FEES. IF YOU WOULD PREFER TO RECEIVE YOUR FUNDS IN CASH, PLEASE CALL 1-800-325-6000 AND ASK FOR AGENT LOCATIONS IN YOUR AREA THAT WILL PAY OUT FUNDS IN CASH.

* SI USTED RECIBE LOS FONDOS POR MEDIO DE UN CHEQUE, PODRÍA INCURRIR EN CARGOS ADICIONALES PARA RETIRAR SUS FONDOS, QUI INCLUYEN PERO NO SE LIMITAN A CARGOS POR HACER EFECTIVO E CHEQUE. SI PREFERE RECIBIR SUS FONDOS EN EFECTIVO, POR FAVOR LLAME AL 1-800-325-6000 Y SOLICITE LAS DIRECCIONES DE AGENCIAS EN SU AREA QUE PAGAN LAS TRANSFERENCIAS EN EFECTIVO.



OFFICE OF FINANCIAL REGULATION

DON B. SAXON
COMMISSIONER

FINANCIAL SERVICES
COMMISSION

CHARLIE CRIST
GOVERNOR

BILL MCCOLLUM
ATTORNEY GENERAL

ALEX SINK
CHIEF FINANCIAL OFFICER

CHARLES BRONSON
COMMISSIONER OF
AGRICULTURE

October 27, 2008

Mr. Leslie G. Sullivan
646 Regency Way
Kissimmee, FL 34758

RE: Case #1658 – GMAC Mortgage LLC

Dear Mr. Sullivan:

Please be advised that we are in receipt of your complaint and have sent letters requesting information relating to your account to both GMAC and the law firm representing the mortgagee named in the foreclosure suit.

It is my recommendation that you seek the advice of legal counsel in order to protect the interest in your property. You should also file a request with your lender to initiate an agreement (in writing) to modify, restructure, or refinance your property. You might also seek an outside lender to refinance the property.

A further recommendation is that you contact 'Hope Now'. Hope Now is an organization that helps preserve home-ownership and works to prevent foreclosure. You may contact them at: 1 (888) 995-4673.

We will re-contact you as soon as we receive a response to our inquiry.

Sincerely,

Richard A. Roll
Area Financial Manager
Bureau of Finance Regulation
Orlando Regional Office

RAR:bg

...

the court in default of the payment of the amount found to be due the Plaintiff under the Note and Mortgage, and for other, further and general relief set forth in the Complaint.

3. The property involved is that certain parcel, lot or unit situate, lying and being in OSCEOLA County, Florida, as set forth in the mortgage recorded in Official Records Book 944, at Page 2838, more particularly described as follows:

LOT 13, BLOCK 1394, POINCIANA, NEIGHBORHOOD 1 SOUTH, VILLAGE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 9 THROUGH 16, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

Dated at Plantation, Broward County, Florida, this 8 day of Oct, 2008.


ELISA HERNANDEZ SHUM

Law Offices of David J. Stern, P.A.

Attorney for Plaintiff

900 South Pine Island Road SUITE 400

Plantation, FL 33324-3920

(954) 233-8000

Bar #: 29554

76105 #32072

08-95874 GMAP

GMAC MORTGAGE, LLC**GMAC MORTGAGE, LLC**

1100 VIRGINIA DRIVE

FT. WASHINGTON, PA 19034

Loan No.:

[REDACTED] 060

Mortgagor (s), SSN:

LESLIE G. SULLIVAN

UNKNOWN SPOUSE OF LESLIE G. SULLIVAN

Property Address:

650 ROYALTY CT., KISSIMMEE, FL 34759

Original Balance:

\$664,000.00

Origination Date:

NOVEMBER 13, 1989

P&I Payment Amount:

\$390.96

Interest Rate (Percent):

5.580%

Loan Term (mo/yr):

360 term

EXHIBIT "B"

GMAC

Mortgage

Date November 21, 2008

Number of pages including cover sheet:

TO: Leslie Sullivan

Phone

Fax Phone 407-932-1442

FROM: GC

GMAC MORTGAGE

8451 Hammond Avenue

Waterloo, IA 50702

Phone 1-800-766-4622

Fax Phone 319-236-5167

Account

Number [REDACTED] 3060

REMARKS:

☐ Urgent

☐ For your
review

☐ Reply ASAP

☐ Please
Comment

☐ See Attached

The information contained in this communication is confidential and privileged proprietary information intended only for the personal and confidential use of the individual or entity to whom it is addressed. If you are not the addressee indicated in this message (or an agent responsible for delivery of the message to such person), you are hereby notified that you have received this communication in error and that any review, dissemination, copying or unauthorized use of this message is strictly prohibited. In such case, you should destroy this message and kindly notify the sender by reply fax. Please advise immediately if you or your employer do not consent to fax messages of this kind. Opinions, conclusions and other information in this message that do not relate to the official business of the Company shall be understood as neither given nor endorsed by it. It is the Company's policy that faxes are intended for and should be used for business purposes only.

AMSCOT FINANCIAL SERVICES
WE DO NOT DISCLOSE ANY INFORMATION
ABOUT OUR CUSTOMERS TO ANYONE,
EXCEPT AS PERMITTED BY LAW.
*RECEIPT SIGN REQUIRED FOR
MONEY ORDER FROM PAYMENTS

AMSCOT - 1001 W. 10th St.

LESLIE SULLIVAN

Change	4.11
Interest	4.22
Service	4.33

Registration
1001 W. 10th St.
AMSCOT - 1001 W. 10th St.

AMSCOT FINANCIAL SERVICES
1001 W. 10th St.
AMSCOT - 1001 W. 10th St.
1001 W. 10th St.
1001 W. 10th St.
1001 W. 10th St.

Case # 1653-Leave C Sullivan Case # 0810003060
CASE # 08 CA 4463 m.
10-24-08

Ms. ELSA HERNANDEZ PHUM
LAW OFFICES OF DAVID J. PHUM, P.A.
900 South PINE ISLAND RD. Suite
PLANTATION, FL 33324-2920.

Larry D. Hotley
Clerk of Circuit Court
Osceola County
2 Courthouse Square
Kissimmee, FL 34741

To: The Clerk of Court
Dear Sir/Madam:

This letter is to
insure against in and misleading information
regarding my mortgage in which I was served
notice of foreclosure. This move an respon-
ing to the charge.

I was not guilty, I try to pay
my mortgage as agreed to and those payments
was withheld deliberately, per se, to
cheer them agents to foreclose on me
not returned by them, with no reason other than
it their objective and foreclose me. This was
that intention, at least I am current with CMRC.
CLM # 1533.

06-29-13

Leslie G. Sullivan

"Serious matter"

PLEASE Let me

have what I

rightly Deserve!

I still have not

recovered from

the foreclosure:

"my CREDIT is

Permanently

Ruined for life.

because of unfair

Tactics.

Unto CAESAR

the things that

is His, Unto God

the things that

God: THANKS

in ADVANCE!

Sincerely

Leslie G. Sullivan

CM#133

06-29-13

Leslie G. Sullivan

"Serious matter"

PLEASE Let me

have what I

rightly Deserve!

I still have not

recovered from

the Foreclosure:

my CREDIT is

Permanently

Ruined for life.

because of Unfair

Practices.

"Unto CAESAR

the things that

is His, Unto God

the things that

God's: THANKS

in ADVANCE!

Sincerely

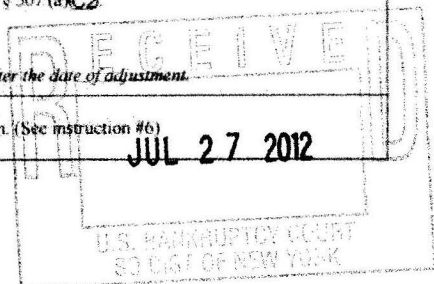
Leslie G. Sullivan

Exhibit B

Claim No. 345

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

UNITED STATES BANKRUPTCY COURT Southern District of New York		PROOF OF CLAIM
Name of Debtor: GMAC MORTGAGE, LLC		Case Number: 12-12032-MG
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		RECEIVED JUL 31 2012 KURTZMAN CARSON CONSULTANTS
Name of Creditor (the person or other entity to whom the debtor owes money or property): CONRAD P BURNETT JR		COURT USE ONLY
Name and address where notices should be sent: 612 MCINTOSH DRIVE LINDEN, VA. 22642		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Telephone number: (703) 300-7122 email: _____		
Name and address where payment should be sent (if different from above): 612 MCINTOSH DRIVE LINDEN, VA. 22642		<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
Telephone number: (703) 300-7122 email: _____		
1. Amount of Claim as of Date Case Filed: \$ <u>352,000.00</u>		
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. <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.		
2. Basis for Claim: <u>COMMERCIAL PAPER "DEED OF TRUST"</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: 4 8 4 0	3a. Debtor may have scheduled account as: (See instruction #3a)	3b. Uniform Claim Identifier (optional): (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		
Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ <u>352,000.00</u>		
Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____		Basis for perfection: <u>Security Instrument</u>
Value of Property: \$ <u>232,700.00</u>		Amount of Secured Claim: \$ <u>352,000.00</u>
Annual Interest Rate <u>7.125%</u> <input checked="" type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount Unsecured: \$ <u>0.00</u>
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.		
<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 – 11 U.S.C. § 507 (a)(8).	<input checked="" type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(C2).
		Amount entitled to priority: \$ <u>352,000.00</u>
*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.		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		



121203212072700000000003

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

2

7. Documents: Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. (See instruction #7, and the definition of "redacted".)

RECEIVED

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

If the documents are not available, please explain

JUL 31 2012

8. Signature: (See instruction #8)

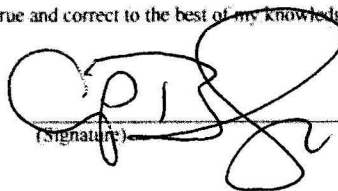
KURTZMAN CARSON CONSULTANTS

Check the appropriate box.

- ☒ I am the creditor. ☐ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. ☐ 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: CONRAD P BURNETT JR
Title: BORROWER
Company: N/A
Address and telephone number (if different from notice address above):
612 MCINTOSH DRIVE
LINDEN, VA. 22642
Telephone number: (703) 300-7122 email: _____

(Signature) 

7-25-2012
(Date)

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

Title Insurance Underwriter:
Stewart Title Guaranty Co.
No Policy # available at this time.

BOOK 457 PAGE 02

20-02472021-R Record & Return Deed of Trust To:
GENERAL AMERICAN CORPORATION
04/17/2006 13:52 787 GRANT STREET
SUITE 400
PITTSBURGH PA, 15219

PIN/Tax Map Reference #: 386-805

2472021

(Specify Above This Line For Recording Date)

DEED OF TRUST

MIN 2004

Loan ID # 1200

PREPARED BY:
Bonnie Fabio
Homestead Funding Corp.

The following information, as further defined below, is provided in accordance with Virginia law:
This Deed of Trust is given by CONRAD P. BURNETT, JR., ~~XXXXXXXXXX~~ *CPB*

, as Borrower (trustor), to ~~XXXXXXXXXX~~ *CPB*
LAURA H. FRANCK, as Trustee, for the benefit of Mortgage Electronic
Registration Systems, Inc., as beneficiary.

THIS IS A REFINANCE OF A DEED OF TRUST, MORTGAGE OR, OTHER SECURITY
INTEREST RECORDED IN THE CLERK'S OFFICE, CIRCUIT COURT OF CLARKE COUNTY,
VIRGINIA, IN DEED BOOK PAGE IN THE ORIGINAL
PRINCIPAL AMOUNT OF \$ AND WITH THE OUTSTANDING PRINCIPAL
BALANCE WHICH IS \$.

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated April 10th, 2006, together
with all Riders to this document.

(B) "Borrower" is CONRAD P. BURNETT, JR., ~~XXXXXXXXXX~~

(C) "Lender" is HOMESTEAD FUNDING CORP.
Borrower is the trustor under this Security Instrument.

Lender is a CORPORATION organized and existing
under the laws of THE STATE OF NEW YORK Lender's address is
8 AIRLINE DRIVE, ALBANY, NY 12205

(D) "Trustee" is ~~XXXXXXXXXX~~ *CPB*

LAURA H. FRANCK Trustee (whether one or more persons) is a Virginia resident and/or a United States- or
Virginia-chartered corporation whose principal office is located in Virginia. Trustee's address is 1063
TECHNOLOGY PARK DRIVE, GLEN ALLEN, VA 23059

(E) "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 beneficiary under this
Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and
telephone number of P.O. Box 2026, Flint, Michigan 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated April 10th, 2006. The
Note states that Borrower owes Lender Three Hundred Fifty Two Thousand and no/100- - -
Dollars (U.S. \$ 352,000.00) plus interest.

Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than
May 1st, 2036. The interest rate stated in the Note is Seven and one eighth

percent (7.125 %). If this Security Instrument is an adjustable rate
mortgage loan, this initial rate is subject to change in accordance with the attached Adjustable Rate Rider.

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

BK4 457 PAGE 03

Loan ID # 200

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

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

- ☐ Adjustable Rate Rider ☐ Condominium Rider ☐ Second Home Rider
- ☐ Balloon Rider ☒ Planned Unit Development Rider ☐ Other(s) (specify)
- ☐ 1-4 Family Rider ☐ Reverse Paydown Rider

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all payments, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of CLATSOP

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION SCHEDULE "A" ATTACHED

which currently has the address of 458 LAKETOWN LANE,
Virginia 22620 ("Property Address"); [Sign] BOYCE [Copy/Stamp]
[Go Cont]

VACATING-Single Family-Township Map/Private Map UNIFORM INSTRUMENT
VACATING - 07/17/2005

Initials: [Signature]
Form 3047 3/01 (Page 2 of 10 pages)
www.TrustChoice.com

TOGETHER WITH all the improvements now or hereafter erected on the property, and all contents, appliances, 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 cancelling this Security Instrument.

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

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

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

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

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

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

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

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

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

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

Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender

BOOK 457 PAGE 11

Loan ID # 1200

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

24. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

NOTICE: THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.

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

Witnesses:

CONRAD P. BURNETT JR. (Seal)
-Borrower

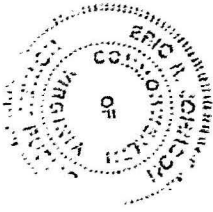
MARY T. BURNETT (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower



STATE OF VIRGINIA, CLARKE

County, ss:

The foregoing instrument was acknowledged before me this
CONRAD P. BURNETT, JR. and MARY T. BURNETT

10th day of April 2006

My Commission Expires:

5/31/2007

Notary Public
(Sign & Print Name)

Eric R. Johnson

VIRGINIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
VACMBA - 07072805

Form 3047 1/01 (page 10 of 10 pages)
www.ProClose.com

NOTE

April 10th, 2006

[Date]

BOYCE, VIRGINIA

[City]

[State]

458 LAKEVIEW LANE, BOYCE, Virginia 22620

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$352,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is HOMESTEAD FUNDING CORP.

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

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.125 %.

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

3. PAYMENTS**(A) Time and Place of Payments**

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

I will make my monthly payment on the 1st day of each month beginning on June 1st, 2006. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on May 1st, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 8 AIRLINE DRIVE, ALBANY, NY 12205 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$2,371.49

4. BORROWER'S RIGHT TO PREPAY

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

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

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of Fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

the Note Holder a notice of any different address.

notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

FILE.

10. UNIFORM SECURED NOTE

follows:

consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.

However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

period of not less than 30 days from the date the notice is given in accordance with Section 15 within which

notice or demand on Borrower.

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

FOR THE UNDERSIGNED



CONRAD P. MORSMEYER, JR.

(Seal)
-Borrower

PAY TO THE ORDER OF:

(Seal)
Bombardier

WITHOUT RECOURSE:
HOMESTEAD FUDING CORP.

(Seal)
-Borden-

BY: DAWN KEYROUZE
ITB: OFFICER

(Seal)

____ (Seal)
-Bourgeois

(Seal)
-Bottoms

on the property located in the county of CLARKE
Virginia

My Commission Expires: 5/31/2007

Notary Public
F. J. Thorne

1

12-12020-110 Doc 8068-5 Filed 02/05/15 Entered 02/05/15 13:24:22 Exhibit B
obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. **WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor and waive the benefit of the homestead exemption as to the Property described in the Security Instrument (as defined below). "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. **UNIFORM SECURED NOTE**

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

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

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

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

PAY TO THE ORDER OF

RESIDENTIAL FUNDING CORPORATION

**WITHOUT RECOURSE
HOMESTEAD FUNDING CORP.**

Dawn M. Keyrouze
DAWN M. KEYROUZE, OFFICER

~~PAY TO THE ORDER OF:~~

~~WITHOUT RECOURSE:
HOMESTEAD FUNDING CORP.~~

~~BY: DAWN KEYROUZE
ITS: OFFICER~~

Conrad P. Burnett, Jr.
CONRAD P. BURNETT, JR.

(Seal)

-Borrower

**PAY TO THE ORDER OF
Deutsche Bank Trust Company Americas as Trustee
WITHOUT RECOURSE
Residential Funding Corporation**

Judy Faber
Judy Faber, Vice President

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

[Sign Original Only]

This is to certify that this is the Note described in and secured by a Deed of Trust dated April 10, 2006, on the Property located in the county of CLARKE, Virginia.

My Commission Expires: 5/31/2007

Eric R. Johnson
Eric R. Johnson
Notary Public

SUBSTITUTE OF TRUSTEE

THIS SUBSTITUTION OF TRUSTEE is made between Mortgage Electronic Registration Systems, Inc. as nominee for Deutsche Bank Trust Company Americas as Trustee for RALI 2006QS5 (the "Noteholder") and Conrad P. Burnett, Jr. (the "Original Borrower(s)") being together the Grantors"; and SPECIALIZED INC., OF VIRGINIA, substitute trustee, as "Grantee":

WITNESSETH:

WHEREAS, by a Deed of Trust dated April 10, 2006, and recorded in the Clerk's Office of the Circuit Court of the Clarke County, Virginia, in Deed Book 457, Page 02; (the "Deed of Trust") the Original Borrower(s) conveyed to Laura H. Franck (the "Original Trustee(s)") certain real property described in the Deed of Trust to secure an indebtedness in the original principal sum of THREE HUNDRED FIFTY TWO THOUSAND AND 00/100 (\$352,000.00) and also described in said Deed of Trust; and

WHEREAS, SECTION 55-59(9) of the Code of Virginia provides that the Noteholder may remove the trustee(s) of the Deed of Trust and appoint successor trustee(s) for any reason;

NOW THEREFORE, the undersigned being the present holder of the note secured by the Deed of Trust, does hereby remove the Original Trustee(s) and does also hereby remove any substitute trustee(s) who may have been previously appointed in place of the

Pg. 13 of 47
Original Trustee(s), and does hereby appoint **SPECIALIZED INC., OF VIRGINIA** as

Substitute Trustee(s), and said Substitute Trustee(s) in accordance with the provisions of the Deed of Trust do/does succeed to all the title, power and duties conferred upon the Original Trustee(s) by the terms of said Deed of Trust and by applicable law.

WITNESS the following signature:

**Mortgage Electronic Registration Systems, Inc. as
nominee for Deutsche Bank Trust Company Americas
as Trustee for RALI 2006QS5**

By: 

Name.

Title.

**Jeffrey Stephan
Vice President**

STATE OF 

CITY/COUNTY OF

 }
Montgomery

To-wit:

The foregoing instrument was acknowledged before me this 5 day of

May, 2009, by

**Jeffrey Stephan
Vice President**

on behalf of **Mortgage Electronic Registration Systems, Inc. as nominee for Deutsche Bank Trust Company Americas as Trustee for RALI 2006QS5.**

My Commission expires:


Notary Public

TS#: 09-V18240VA

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Susan Turner, Notary Public

Upper Dublin Twp., Montgomery County

My Commission Expires Nov. 9, 2011

Member, Pennsylvania Association of Notaries

CERTIFICATE OF TITLE

TO: Conrad P. Burnett, Jr.
10 Lakeview Drive
Boyce, Virginia 22620

DATE: November 16, 1995

THIS IS TO CERTIFY, as of the date hereof, I have examined all public records affecting title to that certain real property situate in Greenway Magisterial District, Clarke County, Virginia and more particularly described as follows:

All that certain lot or parcel of land, together with the improvements thereon and appurtenances thereunto belonging, situate on the north west side of Lakeview Drive approximately four and one-half miles southeast of Millwood, in Greenway Magisterial District, Clarke County, Virginia, known and designated as Parcel 805, containing 5.00 acres, on the plat of CAREFREE ACRES, Section 8, prepared by Lee A. Ebert, C.L.S., dated October, 1975 and recorded in Deed Book 115 at Pages 740-743 in the Office of the Clerk of the Circuit Court of Clarke County, Virginia; and being more particularly described by plat of house location survey thereof prepared by W. Stuart Dunn, Land Surveyor, dated August 3, 1995 and recorded in Deed Book 255 at Page 756 in the aforesaid Clerk's Office.

which sources of title information cover a period of not less than sixty (60) years last past.

Based upon this examination, it is my opinion that good and marketable fee simple title to same is vested in Conrad P. Burnett, Jr., and said title is subject only to the liens, restrictions and objections noted below:

1. Deed of Trust dated August 30, 1995 and recorded August 30, 1995 in Deed Book 255 at Page 757 in the aforesaid Clerk's Office, from Conrad P. Burnett, Jr., to Kevin Keegan and Kevin D. McCormick, Trustees, securing a note of even date therewith in the principal sum of \$128,300.00 in favor of Mortgage Capital Investors; transferred by Deed of Trust Assignment from Mortgage Capital Investors to BancBoston Mortgage Corporation, dated August 30, 1995 and recorded August 30, 1995 in Deed Book 255 at Page 766 in the aforesaid Clerk's Office.

2. Restrictive covenants; 75' front building restriction line and 40' side and rear building restriction lines; and Carefree Acres Homeowners Corporation maintenance assessments, as set forth in the Declaration of Amended Covenants of CAREFREE ACRES, Section 8, recorded July 8, 1988 in Deed Book 188 at Page 616 in the aforesaid Clerk's Office.

3. Right of way dated November 17, 1982 and recorded February 10, 1983 in Deed Book 149 at Page 208 in the aforesaid Clerk's Office, to Potomac Edison Company.

4. Right of way dated November 12, 1965 and recorded December 8, 1965 in Deed

No certification is made against loss in value of the property described above by reason of any of the following:

6. County of Clarke real property taxes for second half, 1995 and subsequent years not yet due and payable.

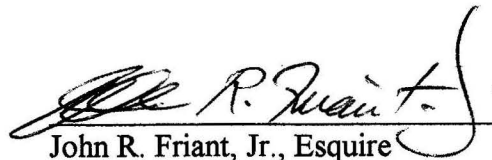
7. Deficiency in quantity of land due to the fault of any survey or recording, boundary line disputes, roadways, unrecorded easements, or any other matters not of record which might be disclosed by an accurate survey or inspection of the premises.

8. Title to that portion of the property within the boundary of any road, highway, or right of way.

9. Any law, ordinance or governmental regulation, including but not limited to zoning and subdivision ordinances, restricting, regulating or prohibiting the use or enjoyment of the premises, or prohibiting a separation of ownership or a reduction in the dimensions or area of the land.

10. No liability is hereby assumed for the inaccuracy, if any, of the Clarke County Land Records or the indices thereto.

I so certify,


John R. Friant, Jr., Esquire
114 South Church Street
Berryville, Virginia 22611

BOOK 255 PAGE 755

STATE OF VIRGINIA,

COUNTY OF CLARKE, to-wit:

The foregoing DEED was acknowledged before me this 30th day of August, 1995, by

GERALD R. VARNADO and BARBARA VARNADO, husband and wife.



Candace S. Atkinson

Notary Public

My Commission expires: 10/31/96

Claim No. 3743

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

UNITED STATES BANKRUPTCY COURT Southern District of New York		PROOF OF CLAIM
Name of Debtor: GMAC MORTGAGE, LLC		Case Number 12-12032-MG
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		RECEIVED NOV 08 2012 KURTZMAN CARSON CONSULTANTS
Name of Creditor (the person or other entity to whom the debtor owes money or property): CONRAD P BURNETT JR		
Name and address where notices should be sent: 612 MCINTOSH DRIVE LINDEN, VA. 22642		COURT USE ONLY <input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court (Claim Number): _____ (If known) Filed on: _____
Telephone number: (703) 300-7122 email: _____		<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.
Name and address where payment should be sent (if different from above): 612 MCINTOSH DRIVE LINDEN, VA. 22642		
Telephone number: (703) 300-7122 email: _____		
1. Amount of Claim as of Date Case Filed: \$ <u>352,000.00</u>		
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. <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.		
2. Basis for Claim: <u>COMMERCIAL PAPER "DEED OF TRUST"</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: <u>4 8 4 0</u>	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		
Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ <u>352,000.00</u>
Value of Property: \$ <u>232,700.00</u>		Basis for perfection: <u>Security Instrument</u>
Annual Interest Rate: <u>7.125%</u> <input checked="" type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of Secured Claim: \$ <u>352,000.00</u> Amount Unsecured: \$ <u>0.00</u>
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.		
<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 – 11 U.S.C. § 507 (a)(8)	<input checked="" type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507 (a)(9) <u>C2</u>
		Amount entitled to priority: \$ <u>352,000.00</u>
*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.		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this r		

- ☒ Date Stamped Copy Returned
☐ No self addressed stamped envelope
☐ No copy to return



1212032121108000000000041

Exhibit 1

B 10 (Official Form 10) (12-11)

2

7. Documents: Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. (See instruction #7, and the definition of "redacted".)

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

If the documents are not available, please explain.

RECEIVED

NOV 08 2012

8. Signature: (See instruction #8)

KURTZMAN CARSON CONSULTANTS

Check the appropriate box.

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

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

Print Name **CONRAD P BURNETT JR**

Title **BORROWER**

Company **N/A**

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

612 MCINTOSH DRIVE

LINDEN, VA 22642

(Signature)

(Date)

Telephone number **(703) 300-7122** email

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury-wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a):

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK (Manhattan)**

-----X	
In re	:
	:
	:
	:
GMAC Mortgage, LLC	:
	:
	:
Debtor.	:
	:
	:
Debtors Address:	:
1100 Virginia Drive	:
Fort Washington, PA. 19034	:
	:
Debtor's Tax Id. No. 23-1694840	:
	:
	:
-----X	

**MOTION FOR ORDER
GRANTING RELIEF FROM
AUTOMATIC STAY**

TO THE HONORABLE MARTIN GLENN, UNITED STATES BANKRUPTCY JUDGE:

COMES NOW, Conrad P Burnett ("Movant") will and hereby does move pursuant to 11 U.S.C. §§362(d)(1) and Rule 4001 of the Federal Rules of Bankruptcy Procedure, for an order terminating the automatic stay of 11 U.S.C. §362(a) as it applies to Movant and the real property located at 458 Lakeview Lane, Boyce, Virginia 22620. In support of his Motion for Order Granting Relief from the Automatic Stay, respectfully represents as follows:

1. GMAC Mortgage, LLC or otherwise known as GMAC Mortgage Corporation is the debtor in the within case, having filed a petition for relief under Chapter 11 of the Bankruptcy Code on May 14, 2012.
2. Among the assets of Debtor's estate is that real property commonly known as 458 Lakeview Lane, situated in the City of Boyce and County of Clarke, State of Virginia, more particularly described as follows:

All that certain lot or parcel of land, together with the improvements thereon and appurtenances thereunto belonging, located on the northwest side of Lakeview Drive approximately 4 ½ miles southeast of Millwood, in Greenway Magisterial District, Clarke County, Virginia, known and designated as Parcel 805, containing 5.00 acres, on the plat of CAREFREE ACRES, Section 8, prepared by Lee A. Ebert, C.L.S. dated October 1975 and recorded on Deed Book 115 at pages 740-743 in the Office of the Clerk of the Circuit Court of Clarke County, Virginia; and being more particularly described by plat of house survey thereof prepared by W. Stuart Dunn, Land Surveyor,

dated August 3, 1995 and recorded in the Deed Book 255 at page 756 in the aforementioned Clerk's Office.

3. On or about August 25th, 2009 Movants property was assigned to Deutsche Bank Trust Company Americas AS Trustee for RALI 2006Q85, in that the Trust was owned or controlled by GMAC the Debtor at one point in time.

4. Debtor was in possession of a certain trust which was subject to a particular Deed of Trust in the event of a default. However, Debtor employed Susan Turner a Notary Public of the State of Pennsylvania. Since her employment with Debtor said notary has been admonished by the Commonwealth of Pennsylvania.

5. Consequently, Debtor's employee, Susan Turner the said notary engaged in certain trust transactions relating to RALI 2006O85 during her ordinary course of business and in concert with Debtor's debts which were incurred through false pretenses, false representation or actual fraud found upon 11 U.S.C. §523(a)(2)(A).

6. The terms of 11 U.S.C. §523(a)(2)(A) requires a showing to except a debt from discharge under the above section the creditor must show:(a)the debtor made representations that at the time the debtor knew to be false; (b) the debtor made those representations with the intention and purpose of deceiving the creditor (scienter); (c) the creditor justifiably relied on those representations; and (d) the creditor sustained losses as a proximate result of the debtors representations. [In *re Austin* (8th Cir. BAP 2004) 317 BR 525, 529-530; *In re Eashai* (9th Cir. 1996) 87 F3d 1082, 1086; *In re Shreffler* (BC WD PA 2004)]...

7. In addition the Debtor obtained, money, property, services or the extension, renewal or refinancing of credit as a result of the fraudulent conduct. Movants property that was subject to a foreclosure relating to this Trust guarantee or agreement to cosign a note is obtaining "property" within the meaning of §523 (a) (2) (A). [See *Matter of Everman* (BC MD FL 1987) 72 BR 687, 690] however the Movant is not exactly sure of the order in which the transactions occurred however, should it been through a Limited Partners' interest acquired by general partners through fraudulent misrepresentations regarding partnership asset constituted "property" within the meaning of §523 (a)(2)(A). [In *re Lauer* (8th Cir. 2004) 371 F3d 406, 413]...

8. Movant Conrad P Burnett entered into a Deed of Trust for "real property" with Homestead Funding Corp. on April 10, 2006.

9. As part of the same transaction described in the preceding paragraph, to secure payment, insurance and performance of the Note, Debtor made, executed, and delivered to the Bank (Deutsche Bank Trust Company Americas AS Trustee for RALI 2006oS5 a Deed of Trust and Assignment. The Deed of Trust was duly recorded in the Official Records of the County of Clarke, State of Virginia, on April 18, 2006 in the Clerk's Office of the Circuit Court of the Clarke County as in Deed Book 457, Page 02 (the Deed of Trust) followed by Substitute Trustee under the Deed of Trust by instrument dated May 5, 2009 and recorded May 29, 2009, as Instrument No. 09-1118, in Deed Book 510, Page 342, in the aforesaid Clerk's Office.

10. Debtor has defaulted in the performance of its obligations under the Note and the Deed of Trust. The defaults include, but are not limited to, the following:

(a) Debtor has not and did not maintain insurance in an amount sufficient to protect the interest of the Movant under the Note and Deed of Trust.

11. As of November 2, 2012, the following sums had become due and owing under the Note:

(a) Principal Balance (FMV):	\$318,900.00
(b) Interest	\$31,890.00
(c) Damages	<u>\$1,052,370.00</u>
Total	\$1,403,160.00

12. The Movant is informed and believes that the Property is additionally encumbered by a deed of Trust in favor of Big Bank securing repayment of insurance on a promissory note.

13. Debtor has not offered to provide adequate protection to the Movant/Creditor Conrad P Burnett of its interest in the Property.

14. In addition to the foregoing, cause for relief from the automatic stay exists in that Debtor has not properly insured or properly serviced the loan and has failed to adequately insure the property. By virtue of the foregoing, the Movant is entitled to relief from the automatic stay to proceed with adversary proceeding as authorized by Section 362) d) (1) of the Bankruptcy Code.

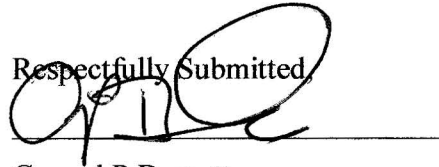
15. The indebtedness owing to Movant for damages under the Note, and to the holders of senior deeds of trust, is in excess of Three-Hundred Fifty-Two Thousand (\$352,000.00) Dollars. Filed concurrently with this Motion is the Affidavit of Conrad P

Burnett fee simple owner, however, lost possession by unlawful detainer. Debtor will not have any equity in the property and the property is not necessary to an effective reorganization. By virtue thereof, the Movant is entitled to relief from the automatic stay to proceed with adversary proceeding as authorized by Section 362(d) (2) of the Bankruptcy Code.

WHEREFORE, the Movant requests that this Court enter its Order:

1. Vacating the automatic stay arising under Section 362(a) of the Bankruptcy Code under either Sections 362(d)(1) or 362(d)(2) of the Bankruptcy Code and authorizing the Movant to proceed according to law to file an adversary proceeding upon its proof of claim encumbering the property;
2. Directing that Movant and Debtor or Trustee will reach an agreement and stipulate as to the appropriate level of adequate protection for the creditor prior to any hearing, Bankruptcy Rule 4001(d) provides the method for having such an agreement approved by the court.
3. Granting such other and further relief as the Court deems appropriate.

Dated: November 2, 2012

Respectfully Submitted,

Conrad P Burnett
612 McIntosh Drive
Linden, VA. 22642

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK (Manhattan)

-----X	
In re	:
	:
	: Chapter 11
	:
GMAC Mortgage, LLC	:
	: Case No. 12-12032 (MG)
	:
Debtor.	:
	:
Debtors Address:	: ORDER RE: MOTION FOR ORDER
1100 Virginia Drive	: GRANTING RELIEF FROM
Fort Washington, PA. 19034	: AUTOMATIC STAY
	:
Debtor's Tax Id. No. 23-1694840	:
	:
-----X	

The matter of the Motion by CONRAD P BURNETT for Motion for Order granting relief from the automatic stay came on for hearing before the Honorable Martin Glenn, United States Bankruptcy Judge on _____, _____, 2012 at _____ a.m./p.m.. Appearances were made by Movant Conrad P Burnett, pro se without an attorney and self-represented. Appearances were made by Debtor's counsel Larren M Nashelsky & Lorenzo Marinuzzi of Morrison & Foerster, LLP attorneys for Debtor GMAC Mortgage, LLC.

It appears that notice of the Motion was duly given, the Court having considered the Motion for Relief from Automatic Stay and there being no opposition filed by Debtor and good cause appearing, IT IS HEREBY ORDERED:

1. That due and proper notice has been given to all parties entitled to notice.
2. That the Motion of CONRAD P BURNETT is hereby granted.
3. That the opposition filed by Debtor and its attorneys is hereby overruled.
4. That the request for relief from stay is hereby granted from the automatic stay.

DONE AND ORDERED this ____ day of November, 2012 at, Manhattan, New York.

Honorable Martin Glenn
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK (Manhattan)

-----X	
In re	:
	:
	: Chapter 11
	:
GMAC Mortgage, LLC	:
	: Case No. 12-12032 (MG)
	:
Debtor.	:
	: AFFIDAVIT CONRAD P BURNETT
Debtors Address:	: IN SUPPORT OF MOTION FOR ORDER
1100 Virginia Drive	: GRANTING RELIEF FROM AUTOMATIC
Fort Washington, PA. 19034	: STAY
	:
Debtor's Tax Id. No. 23-1694840	:
	:
-----X	

AFFIDAVIT OF CONRAD P BURNETT

CONRAD P BURNETT, being duly sworn, deposes and states:

1. My name is CONRAD P BURNETT. I am over 18 years of age. I reside at 612 McIntosh Drive, Linden, Virginia 22642. I am fully competent to make this affidavit, and I have personal knowledge of the facts stated in this affidavit. To my knowledge, all of the facts stated in this affidavit are true and correct.

2. I am a Creditor and Movant in this matter. I make this affidavit in Support of the Motion for relief from automatic stay.

3. Attached to this affidavit as Exhibits "1," "2," "3" "4" "5" and "6" are true and correct copies of a "Proof of Claim," a "Substitution of Trustee," and a negotiable "Deed of Trust" and "Note" and "Consent Agreement and Order" finally "Correspondence regarding Susan Turner"...

4. I filed a true and correct Proof of Claim timely and therefore am executing my claim through the foregoing Motion which is attached as Exhibit "1".

5. I believe based upon information and belief of the foregoing exhibits that Debtor obtained a debt related to my property that was under false pretenses as defined in 11 U.S.C. §523(a)(2)(A).

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

I signed this affidavit on 3, November, 2012 at Warren County, Virginia.

CPB

Conrad P Burnett

SUBSCRIBED AND SWORN TO BEFORE ME Conrad P. Burnett on
3rd, November, 2012 at Front Royal Virginia.

[Notary's seal]

Heather D. Clatterbuck

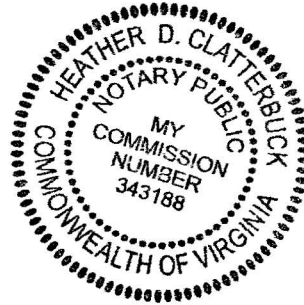
[Notary's signature]

Heather^P Clatterbuck [typed name]

Notary Public in and for the State of Virginia.

My commission expires

04-30-2016 [date].



**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK (Manhattan)**

-----X	
In re	:
	:
	: Chapter 11
	:
GMAC Mortgage, LLC	:
	: Case No. 12-12032 (MG)
	:
Debtor.	:
	:
Debtors Address:	:
1100 Virginia Drive	:
Fort Washington, PA. 19034	: CERTIFICATE OF SERVICE
	:
Debtor's Tax Id. No. 23-1694840	:
	:
-----X	

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished by U.S. Mail on this 1st day of November, 2012. On the date set forth, I caused the document(s) described below as:

MOTION FOR ORDER GRANTING RELIEF FROM AUTOMATIC STAY

AFFIDAVIT OF CONRAD P BURNETT IN SUPPORT OF MOTION FOR ORDER GRANTING RELIEF FROM AUTOMATIC STAY

PROPOSED ORDER

to be served on the interested parties in this action addressed as follows:

GMAC Mortgage, LLC
110 Virginia Drive
Fort Washington, PA. 19034

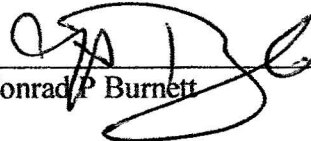
U.S. Trustee
United States Trustee
33 Whitehall Street
21st Floor
New York, NY 10004

Larren M, Nashelsky
Morrison & Foerster, LLP
1290 Avenue of the Americas
New York, NY 10104

Lorenzo Marinuzzi
Morrison & Foerster, LLP
1290 Avenue of the Americas
New York, NY 10104

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed and served on this 4th day of November, 2012 at, Linden, Virginia.

By: 
Conrad P Burnett

The Gap, Oldias Proceeding, Case no 12-12032
c/o KCC
2335 Alaska Ave
El Segundo, CA 90245

FIRST CLASS
US POSTAGE PAID
EL SEGUNDO CA
PERMIT NO. 45049

Conrad P Barnett Jr.
612 McIntosh Drive
Linden, VA 22642

PROOF OF CLAIM CONFIRMATION

Your proof of claim filed against GMAC Mortgage, LLC,
case no 12-12032 was received on 7/27/2012
and assigned claim number 345

For more information, please visit www.kecllc.net/rescap or call 1-888-251-2914

SUBSTITUTE OF TRUSTEE

THIS SUBSTITUTION OF TRUSTEE is made between **Mortgage Electronic Registration Systems, Inc.** as nominee for **Deutsche Bank Trust Company Americas** as Trustee for **RALI 2006QS5** (the "Noteholder") and **Conrad P. Burnett, Jr.** (the "Original Borrower(s)") being together the Grantors"; and **SPECIALIZED INC., OF VIRGINIA**, substitute trustee, as "Grantee":

WITNESSETH:

WHEREAS, by a Deed of Trust dated **April 10, 2006**, and recorded in the Clerk's Office of the Circuit Court of the **Clarke County, Virginia**, in Deed Book **457**, Page **02**; (the "Deed of Trust") the Original Borrower(s) conveyed to **Laura H. Franck** (the "Original Trustee(s)") certain real property described in the Deed of Trust to secure an indebtedness in the original principal sum of **THREE HUNDRED FIFTY TWO THOUSAND AND 00/100 (\$352,000.00)** and also described in said Deed of Trust; and

WHEREAS, **SECTION 55-59(9)** of the Code of Virginia provides that the Noteholder may remove the trustee(s) of the Deed of Trust and appoint successor trustee(s) for any reason;

NOW THEREFORE, the undersigned being the present holder of the note secured by the Deed of Trust, does hereby remove the Original Trustee(s) and does also hereby remove any substitute trustee(s) who may have been previously appointed in place of the

Exhibit 2

the Deed of Trust do/does succeed to all the title, power and duties conferred upon the Original Trustee(s) by the terms of said Deed of Trust and by applicable law.

WITNESS the following signature:

**Mortgage Electronic Registration Systems, Inc. as
nominee for Deutsche Bank Trust Company Americas
as Trustee for RALI 2006QS5**

By:

Name:

Title:

**Jeffrey Stephan
Vice President**

STATE OF

CITY/COUNTY OF

Montgomery

To-wit:

The foregoing instrument was acknowledged before me this 5 day of

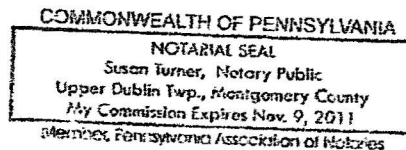
May, 2009, by Jeffrey Stephan
Vice President

on behalf of **Mortgage Electronic Registration Systems, Inc. as nominee for Deutsche Bank Trust Company Americas as Trustee for RALI 2006QS5.**

My Commission expires:

Notary Public

TS#: 09-V18240VA



Title Insurance Underwriter:
Stewart Title Guaranty Co.
No Policy # available at this time.

BGCA 457 PAGE 0?

20-02472021-R Record & Return Deed of Trust To:
04/17/2006 13:52 GENERAL AMERICAN CORPORATION
787 GRANT STREET
SUITE 400
PITTSBURGH PA, 15219

PIN/Tax Map Reference #: 386-805

2472021

[Space Above This Line For Recording Date]

DEED OF TRUST

MIN 12004

Loan ID # 1200

PREPARED BY:
Bonnie Fabio
Homestead Funding Corp.

The following information, as further defined below, is provided in accordance with Virginia law:

This Deed of Trust is given by CONRAD P. BURNETT, JR., ~~XXXXXXXXXX~~ CBY

, as Borrower (trustor), to ~~XXXXXXXXXX~~ FREE IS 54

LAURA H. FRANCK, as Trustee, for the benefit of Mortgage Electronic
Registration Systems, Inc., as beneficiary.

THIS IS A REFINANCE OF A DEED OF TRUST, MORTGAGE OR, OTHER SECURITY
INTEREST RECORDED IN THE CLERK'S OFFICE, CIRCUIT COURT OF CLARKE COUNTY,
VIRGINIA, IN DEED BOOK PAGE IN THE ORIGINAL
PRINCIPAL AMOUNT OF \$ AND WITH THE OUTSTANDING PRINCIPAL
BALANCE WHICH IS \$.

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated April 10th, 2006, together
with all Riders to this document.

(B) "Borrower" is CONRAD P. BURNETT, JR., ~~XXXXXXXXXX~~

Borrower is the trustor under this Security Instrument.

(C) "Lender" is HOMESTEAD FUNDING CORP.

Lender is a CORPORATION organized and existing
under the laws of THE STATE OF NEW YORK Lender's address is
8 AIRLINE DRIVE, ALBANY, NY 12205

(D) "Trustee" is ~~XXXXXXXXXX~~ FREE IS 54

LAURA H. FRANCK, Trustee (whether one or more persons) is a Virginia resident and/or a United States- or
Virginia-chartered corporation whose principal office is located in Virginia. Trustee's address is 1063
TECHNOLOGY PARK DRIVE, GLEN ALLEN, VA 23059

(E) "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 beneficiary under this
Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and
telephone number of P.O. Box 2026, Flint, Michigan 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated April 10th, 2006. The
Note states that Borrower owes Lender Three Hundred Fifty Two Thousand and no/100-
Dollars (U.S. \$ 352,000.00) plus interest.

Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than
May 1st, 2036. The interest rate stated in the Note is Seven and one eighth

percent (7.125 %). If this Security Instrument is an adjustable rate
mortgage loan, this initial rate is subject to change in accordance with the attached Adjustable Rate Rider.

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

Exhibit 3

BOOK 457 PAGE 03

Loan ID # 1200

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

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

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

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of CLARKE

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

SEE LEGAL DESCRIPTION SCHEDULE "A" ATTACHED

which currently has the address of 458 LAKEVIEW LANE,
[Street]
Virginia 22620 ("Property Address")
[Zip Code]

BOYCE
[City/County]

Initials: 

VIRGINIA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
VACIM2 - 07072005

Form 3047 1/01 (page 2 of 10 pages)
www.ProClose.com

BOOK 457 PAGE 04

Loan ID # 1200

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 grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

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

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

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

BOOK 457 PAGE 11

Loan ID # 1200

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

24. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

NOTICE: THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.

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

Witnesses:

CONRAD P. BURNETT JR. (Seal)
-Borrower

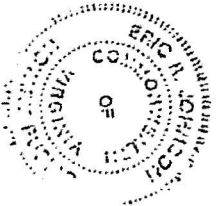
MARY T. BURNETT (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower



STATE OF VIRGINIA, CLARKE

County, ss:

The foregoing instrument was acknowledged before me this
CONRAD P. BURNETT, JR. and MARY T. BURNETT

10th day of April 2006

My Commission Expires:

5/31/2007

Notary Public
(Sign & Print Name)

Eric R. Johnson

NOTE

April 10th, 2006

[Date]

BOYCE, VIRGINIA

[City]

[State]

458 LAKEVIEW LANE, BOYCE, Virginia 22620

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$352,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is HOMESTEAD FUNDING CORP.

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

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.125 %.

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

3. PAYMENTS**(A) Time and Place of Payments**

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

I will make my monthly payment on the 1st day of each month beginning on June 1st, 2006. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on May 1st, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 8 AIRLINE DRIVE, ALBANY, NY 12205 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$2,371.49

4. BORROWER'S RIGHT TO PREPAY

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

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

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of Fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

Exh. bit 4

Loan ID # 1200

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor and waive the benefit of the homestead exemption as to the Property described in the Security Instrument (as defined below). "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

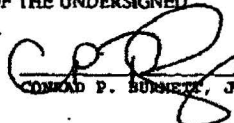
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses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

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.

However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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

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



CONRAD P. BURNETT, JR. (Seal)
-Borrower

PAY TO THE ORDER OF:

(Seal)
-Borrower

WITHOUT RECOURSE:
HOMESTEAD FUNDING CORP.

(Seal)
-Borrower

BY: DAWN KEYROUZE
ITS: OFFICER

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Sign Original Only)

This is to certify that this is the Note described in and secured by a Deed of Trust dated April 10, 2006, on the Property located in the county of CLARKE, Virginia.

My Commission Expires: 5/31/2007



Notary Public Eric R. Johnson

obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor and waive the benefit of the homestead exemption as to the Property described in the Security Instrument (as defined below). "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

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

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

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

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

PAY TO THE ORDER OF

RESIDENTIAL FUNDING CORPORATION

WITHOUT RECOURSE
HOMESTEAD FUNDING CORP.

Dawn M. Keyrouze
DAWN M. KEYROUZE, OFFICER

~~PAY TO THE ORDER OF:~~

~~WITHOUT RECOURSE:
HOMESTEAD FUNDING CORP.~~

BY: DAWN KEYROUZE
ITS: OFFICER

Conrad P. Burnett, Jr.
CONRAD P. BURNETT, JR.

PAY TO THE ORDER OF
Deutsche Bank Trust Company Americas as Trustee
WITHOUT RECOURSE
Residential Funding Corporation

BY *Judy Faber*
Judy Faber, Vice President

This is to certify that this is the Note described in and secured by a Deed of Trust dated April 10, 2006, on the Property located in the county of CLARKE, Virginia.

My Commission Expires: 5/31/2007

Eric R. Johnson
Notary Public

DEPARTMENT OF STATE

BEFORE THE SECRETARY OF THE COMMONWEALTH

2012 AUG -7 PM 12:46

Department of State

Commonwealth of Pennsylvania,
Bureau of Commissions, Elections, and
Legislation

vs.

Susan Turner,
Respondent

Docket No.: 6096 -99-12

File No.: 10-99-08768
11-99-07232

CONSENT AGREEMENT AND ORDER

PARTIES

The Commonwealth of Pennsylvania, Bureau of Commissions, Elections, and Legislation (Bureau) and Susan Turner (Respondent) stipulate as follows in settlement of the above-captioned case.

JURISDICTION

1. This matter is before the Secretary of the Commonwealth ("Secretary") pursuant to the Notary Public Law, Act of August 21, 1953, P.L. 1323, No. 373 *as amended*, 57 P.S. §§147-169 ("Law") and/or the Uniform Acknowledgement Act, Act of July 24, 1941, P.L. 490, as amended, 21 P.S. § 291.1-13(Act). of 1953, P.L. 1323, *as amended* ("Law"), 57 P.S. §§ 147-169.

2. At all relevant and material times, Respondent held a commission as a notary public within this Commonwealth, Notary I.D. Number 1237652.

STIPULATED FACTS

3. The Respondent admits that the following allegations are true:

a. Respondent's commission expired on November 9, 2011.

b. Respondent's last known office address on file with the

Department of State is GMAC RESLAP, 1100 Virginia Dr., Forth Washington,

PA 19034.

Exh. 6 + 5

c. Prior to October 2010, and while employed by GMAC where she used her notary seal, Respondent failed to be familiar with the duties of a notary.

d. Prior to September 2009, and while employed by GMAC where she used her notary seal, Respondent failed to log notarial acts as required by law.

e. On at least one occasion prior to October 2010, while employed by GMAC where she used her notary seal, Respondent failed to require a personal appearance.

ALLEGED VIOLATIONS

4. Based upon the foregoing factual allegations, the Secretary of the Commonwealth may, for good cause, issue a written reprimand, impose a civil penalty, suspend or revoke the Respondent's commission or order the Respondent to attend additional educational courses under the authority of Section 22 of the Act, 57 P.S. §§168 (a), (b) and (c), because:

a. Prior to October 2010, Respondent failed to be familiar with the duties of a notary public in violation of Section 5 of the Law, 57 P.S. §151(b);

b. Prior to September 2009, Respondent failed to log notarial acts as required by Section 15 of the Law, 57 P.S. § 161.

c. On at least one occasion prior to October 2010, Respondent failed to require a personal appearance as required by Section 12.1 of the law, 57 P.S. § 158.1.

ORDER

5. The parties intending to be legally bound consent to the issuance of the following Order in settlement of this matter:

a. Respondent violated the Law because prior to October 2010, Respondent failed to be familiar with the duties of a notary public in violation of Section 5 of the Law, 57 P.S. §151(b); prior to September

2009 failed to log notarial acts as required by Section 15 of the Law, 57 P.S. § 161; and on at least one occasion prior to October 2010, failed to require a personal appearance as required by Section 12.1 of the law, 57 P.S. § 158.1.

b. In consideration for not imposing other disciplinary sanctions, the Parties propose, and the Secretary hereby accepts the **PERMANENT VOLUNTARY SURRENDER/RELINQUISHMENT OF ANY FUTURE RIGHT** the Respondent may possess to apply for a new Commission, or other licenses, registrations, certificates or permits authorizing Respondent to practice as a notary. Respondent acknowledges that with the permanent voluntary surrender of any future right the Respondent may have to apply to for a new commission as a Notary, Respondent is surrendering any and all property rights she may have had in her Commission and will no longer be eligible to renew and/or apply for an authorization/commission to practice as a Notary. As further stated consideration for the Commonwealth not seeking that the Secretary impose other disciplinary sanctions against Respondent, Respondent agrees not apply for the issuance or reissuance/reinstatement of any authorizations to practice as a Notary. Respondent agrees that any future applications submitted by the Respondent may be and shall be immediately deemed denied.

c. The permanent voluntary surrender of Respondent's future right to apply for a commission shall be considered a disciplinary sanction and will be reported to other licensing authorities and any applicable national

databank as a disciplinary action.

d. Respondent will surrender to the Bureau Respondent's notary seal and notary embosser, if any, (or affidavit of loss or destruction), along with a signed copy of this Consent Agreement.

CASE SETTLED AND DISCONTINUED

6. This case shall be deemed settled and discontinued upon the Secretary issuing an Order adopting this Consent Agreement.

ACKNOWLEDGMENT OF NOTICE AND WAIVER OF HEARING

7. Respondent waives the filing of an Order to Show Cause in this matter. Respondent knowingly and voluntarily waives the right to an administrative hearing in this matter, and to the following rights related to that hearing: to be represented by counsel at the hearing; the right to present witnesses and testimony in defense or in mitigation of any sanction that may be imposed for a violation; to cross-examine witnesses and to challenge evidence presented by the Commonwealth; to present legal arguments by means of a brief; and to take an appeal from any final adverse decision.

NO MODIFICATION OF ORDER

8. Respondent agrees, as a condition of entering into this Consent Agreement, not to seek modification at a later date of the Order adopting and implementing this Consent Agreement without first obtaining the express written concurrence of the Prosecution Division.

AGREEMENT NOT BINDING ON OTHER PARTIES

9. This Consent Agreement is between the Commonwealth and Respondent only. Except as otherwise noted, this Agreement is to have no legal effect *a)* if the Office of General Counsel expresses an objection to the Agreement's form or legality and/or *b)* unless and until the Secretary issues the stipulated Order.

10. Should the Secretary not approve this Consent Agreement, presentation to and consideration of this Consent Agreement and other documents and matters by the Secretary shall not prejudice the Secretary from further participation in the adjudication of this matter. This paragraph is binding on the participants even if the Secretary does not approve this Consent Agreement.

ENTIRE AGREEMENT

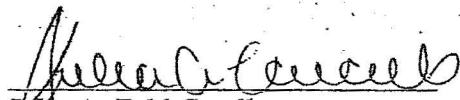
11. This agreement contains the whole agreement between the parties; provided however, that the captions printed in the various provisions of this agreement are for ease of reading only and are not to be interpreted as forming any part of this agreement. There are no other terms, obligations, covenants, representations, statements or conditions, or otherwise, of any kind whatsoever concerning this agreement.

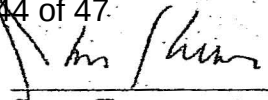
AGREEMENT DOES NOT PREVENT ADDITIONAL DISCIPLINE BASED ON FUTURE CONDUCT

12. By virtue of this Consent Agreement, the Commonwealth and Respondent agree that they have resolved all issues relating to Respondent's compliance with the Law, as defined in paragraph 1, up through and including the date of this Consent Agreement. Nothing in this Consent Agreement or the Order based upon this Consent Agreement shall preclude the Prosecuting Attorney for the Commonwealth from filing charges or the Secretary from imposing disciplinary or corrective measures for violations or facts occurring after the date of this Consent Agreement.

VERIFICATION OF FACTS AND STATEMENTS

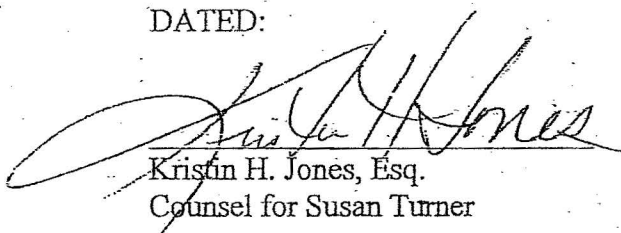
13. Respondent verifies that the facts and statements set forth in this Agreement are true and correct to the best of Respondent's knowledge, information and belief. Respondent understands that statements in this Agreement are made subject to the criminal penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.


Julia A. Feld Caralle
Prosecuting Attorney
Commonwealth of Pennsylvania


Susan Turner
Respondent

DATED: 7-10-2012

DATED:


Kristin H. Jones, Esq.
Counsel for Susan Turner

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
BEFORE THE SECRETARY OF THE COMMONWEALTH

Commonwealth of Pennsylvania,
Bureau of Commissions, Elections, and
Legislation

vs.

Susan Turner,
Respondent


Docket No.: -99-12
File Nos. 10-99-08768
11-99-07232

ORDER

AND NOW, this 6th day of August 2012, the Secretary of the Commonwealth adopts and approves the foregoing Consent Agreement and incorporates the terms of paragraph 5 above, which shall constitute the Secretary of the Commonwealth's Order, and which is now issued in resolution of this matter.

This Order shall take effect immediately:

BY ORDER


Carol Aichele
Secretary of the Commonwealth

Date of Mailing:

August 7, 2012

For the Commonwealth:

Commonwealth of Pennsylvania
Department of State
P. O. Box 2649
Harrisburg, PA 17105-2649

For Respondent:

Kristin H. Jones, Attorney at Law
Pepper Hamilton LLP
3000 Two Logan Square, Eighteenth and Arch Sts
Philadelphia, PA 19103-2799



**COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF GENERAL COUNSEL**

**Julia A. Feld Caralle
Prosecuting Attorney**

E-mail: jfeldcaral@state.pa.us

August 7, 2012

Conrad P. Burnett, Jr.
612 McIntosh Drive
Linden, VA 22642

RE: Commonwealth of Pennsylvania, Bureau of Commissions, Election and
Legislation v. Susan Turner
File Nos.: 10-99-08768 and 11-99-07232, Docket No.: 0096-99-12

Dear Mr. Burnett:

On August 6, 2012, the Secretary of the Commonwealth approved a Consent Agreement in resolution of the above-captioned matter. Under the terms of the disciplinary order issued by the Secretary of the Commonwealth, the Secretary of the Commonwealth accepted the permanent voluntary surrender of Susan Turner's notary commission and permanent voluntary surrender of any future right to apply for a new notary commission, license, registrations, certificates or permits to practice as a notary. This discipline is effective immediately.

The Secretary of the Commonwealth's approval of this Consent Agreement completely and finally resolves this matter. Accordingly, this case is now closed.

Thank you for bringing this matter to the attention of the Bureau of Commissions, Election and Legislations. If you have any further questions or concerns regarding this, please feel free to contact me at the above address.

Sincerely,

A handwritten signature in cursive script that reads "Julia A. Caralle/bld".

Julia A. Feld Caralle
Prosecuting Attorney
Commonwealth of Pennsylvania
Department of State

JAC/bld

**DEPARTMENT OF STATE - OFFICE OF CHIEF COUNSEL
2601 NORTH THIRD STREET, P.O. Box 2649, HARRISBURG, PA 17105-2649
PHONE: 717-783-7200 - FAX: 717-787-0251 - www.dos.state.pa.us**

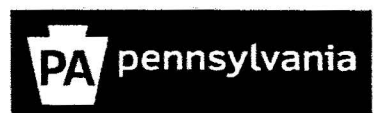


Exhibit 6



**COMMONWEALTH OF PENNSYLVANIA
OFFICE OF GENERAL COUNSEL**

PROFESSIONAL COMPLIANCE OFFICE

July 19, 2011

CONRAD P BURNETT, JR.
612 MCINTOSH DRIVE
LINDEN VA 22642

Dear Conrad P Burnett, Jr.,

This letter will acknowledge receipt of your formal complaint against Susan Turner.

Complaint File Number 11-99-07232 has been assigned to this matter; please refer to this file number if you need to contact this office regarding your complaint.

We will conduct an inquiry into the allegations; however, due to the number of cases processed by this office, we are unable to provide you with regular status reports or updates regarding your complaint.

We appreciate your patience as your complaint is processed. At the very least, you will be notified of the final disposition.

Thank you for bringing your concerns to our attention.

Sincerely,

A handwritten signature in cursive script, reading "Jeanne L. Kilian".

Jeanne Kilian
Professional Compliance Office

**DEPARTMENT OF STATE / OFFICE OF CHIEF COUNSEL
2601 NORTH 3RD STREET / P.O. BOX 2649 / HARRISBURG, PA 17105-2649
PHONE: 800-822-2113/717-783-4849/FAX: 717-705-2882/WWW.DOS.STATE.PA.US**



Exhibit C

MIN 2004
Loan ID # 1200

NOTE NOTE

April 10th, 2006
[Date]

BOYCE, VIRGINIA
[City] [State]

458 LAKEVIEW LANE, BOYCE, Virginia 22620
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$352,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is **HOMESTEAD FUNDING CORP.**
I will make all payments under this Note in the form of cash, check or money order.

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.125 %.

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

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payment on the 1st day of each month beginning on June 1st, 2006. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on May 1st, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 8 AIRLINE DRIVE, ALBANY, NY 12205 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$2,371.49

4. BORROWER'S RIGHT TO PREPAY

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

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

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of Fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

Loan ID # 200

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor and waive the benefit of the homestead exemption as to the Property described in the Security Instrument (as defined below). "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

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

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

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

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

PAY TO THE ORDER OF

RESIDENTIAL FUNDING CORPORATION

WITHOUT RECOURSE

HOMESTEAD FUNDING CORP.

DAWN M. KEYROUZE, OFFICER

PAY TO THE ORDER OF:

WITHOUT RECOURSE:
HOMESTEAD FUNDING CORP.

BY: DAWN KEYROUZE
ITS: OFFICER

Conrad P. Burnette, Jr.
CONRAD P. BURNETTE, JR.

(Seal)

-Borrower

PAY TO THE ORDER OF
Deutsche Bank Trust Company Americas as Trustee
WITHOUT RECOURSE
Residential Funding Corporation

BY: *Judy Faber*
Judy Faber, Vice President

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

[Sign Original Only]

This is to certify that this is the Note described in and secured by a Deed of Trust dated April 10, 2006, on the Property located in the county of CLARKE, Virginia.

My Commission Expires: 5/31/2007

Notary Public

Eric R. Johnson
Eric R. Johnson

Exhibit D

06-1347

Title Insurance Underwriter:
Stewart Title Guaranty Co.
No Policy # available at this time.
No Policy # available at this time.

BACK 457 PAGE 03
BGGK 457 PAGE 03

20-02472021-R Record & Return Deed of Trust To:
04/17/2006 13:52 GENERAL AMERICAN CORPORATION
707 GRANT STREET
SUITE 400
PITTSBURGH PA, 15219

PIN/Tax Map Reference #: 386-805

2472021

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN 2004

PREPARED BY:
Bonnie Fabio
Homestead Funding Corp.

Loan ID # 1200

The following information, as further defined below, is provided in accordance with Virginia law:

This Deed of Trust is given by CONRAD P. BURNETT, JR., ~~XXXXXXXXXX~~ CPE

, as Borrower (trustor), to ~~SENIOR O'DONOGHUE~~, FEE IS 5%
LAURA H. FRANCK, as Trustee, for the benefit of Mortgage Electronic
Registration Systems, Inc., as beneficiary.

THIS IS A REFINANCE OF A DEED OF TRUST, MORTGAGE OR, OTHER SECURITY
INTEREST RECORDED IN THE CLERK'S OFFICE, CIRCUIT COURT OF CLARKE COUNTY,
VIRGINIA, IN DEED BOOK _____, PAGE _____, IN THE ORIGINAL
PRINCIPAL AMOUNT OF \$ _____, AND WITH THE OUTSTANDING PRINCIPAL
BALANCE WHICH IS \$ _____.

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated April 10th, 2006, together with all Riders to this document.

(B) "Borrower" is CONRAD P. BURNETT, JR., ~~XXXXXXXXXX~~

. Borrower is the trustor under this Security Instrument.

(C) "Lender" is HOMESTEAD FUNDING CORP.

. Lender is a CORPORATION organized and existing
under the laws of THE STATE OF NEW YORK
8 AIRLINE DRIVE, ALBANY, NY 12205
Lender's address is

(D) "Trustee" is ~~SENIOR O'DONOGHUE~~, FEE IS 5%

LAURA H. FRANCK, Trustee (whether one or more persons) is a Virginia resident and/or a United States- or Virginia-chartered corporation whose principal office is located in Virginia. Trustee's address is 1063
TECHNOLOGY PARK DRIVE, GLEN ALLEN, VA 23059

(E) "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 beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, Michigan 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated April 10th, 2006. The Note states that Borrower owes Lender Three Hundred Fifty Two Thousand and no/100 - -
Dollars (U.S. \$ 352,000.00) plus interest.

Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than May 1st, 2036.

. The interest rate stated in the Note is seven and one eighth percent (7.125 %). If this Security Instrument is an adjustable rate mortgage loan, this initial rate is subject to change in accordance with the attached Adjustable Rate Rider.

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

BOOK 457 PAGE 03

Loan ID # 1200

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

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

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

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of CLARKE:

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION SCHEDULE "A" ATTACHED

which currently has the address of 458 LAKEVIEW LANE,

[Street]

BOYCE

[City/County]

Virginia 22620 ("Property Address"):

[Zip Code]

Initials: 

BOOK 457 PAGE 04

Loan ID # 1200

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 grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

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

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

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

BOOK 457 PAGE 05

Loan ID # 1200

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

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

Initials: 

BOOK 457 PAGE 06

Loan ID # 1200

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and

Initials: 

BGGK 457 PAGE 07

Loan ID # [REDACTED] 200

have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

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

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

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

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

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the

Initials: *CPB*

860K 457 PAGE 08

Loan ID # 1200

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

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

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

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

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

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

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

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

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

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law

Initials: 

860K 457 PAGE 09

Loan ID # 1200

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

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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

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

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

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

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

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

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a

Initials: 

BOOK 457 PAGE 10

Loan ID # 1200

reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

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

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

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

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

If Lender invokes the power of sale, Lender or Trustee shall give to Borrower, the owner of the Property, and all other persons, notice of sale as required by Applicable Law. Trustee shall give public notice of sale by advertising, in accordance with Applicable Law, once a week for two successive weeks in a newspaper having general circulation in the county or city in which any part of the Property is located, and by such additional or any different form of advertisement the Trustee deems advisable. Trustee may sell the Property on the eighth day after the first advertisement or any day thereafter, but not later than 30 days following the last advertisement. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by advertising in accordance with Applicable Law. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property with special warranty of title. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to discharge the expenses of executing the trust, including a reasonable commission to Trustee; (b) to discharge all taxes, levies, and assessment, with costs and interest if these costs have priority over the lien of this Security Instrument, including the due pro rata thereof for the current year; (c) to discharge in the order of their priority, if any, the remaining debts and obligations secured by this Security Instrument, and any liens of record inferior to this Security Instrument under which sale is made, with lawful interest; and, (d) the residue of the proceeds shall be paid to Borrower or Borrower's assigns. Trustee shall not be required to take possession of the Property prior to the sale thereof or to deliver possession of the Property to the purchaser at the sale.

23. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to release this Security Instrument and shall surrender all notes evidencing debt secured by this Security

Initials: 

BOOK 457 PAGE 11

Loan ID # 1200

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

24. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

NOTICE: THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.

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

Witnesses:

CONRAD P. BURNETT JR. (Seal)
-Borrower

MARY T. BURNETT (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF VIRGINIA, CLARKE

County, ss:

The foregoing instrument was acknowledged before me this
CONRAD P. BURNETT, JR. and MARY T. BURNETT

10th day of April 2006

My Commission Expires:

5/31/2007

Notary Public
(Sign & Print Name)

Eric R. Johnson

Exhibit E

Prepared By: Specialized Inc. of Virginia
Return to:
Specialized Inc., of Virginia
722 E. Market Street Suite 200
Leesburg, Virginia, 20176

CONSIDERATION: \$144,535.35
ASSESSED VALUE: \$386,400.00

T.S. NO. 09-V18240VA The existence of Title Insurance is unknown to the preparer
PMI NO.

THIS SUBSTITUTE TRUSTEE'S DEED, made as of the 19th day of August,
2009, by and between SPECIALIZED INC., OF VIRGINIA, a Virginia Corporation,
("SPECIALIZED"), Substitute Trustee, Grantor; and Deutsche Bank Trust Company
Americas AS Trustee for RALI 2006QS5, Grantee. Named herein for indexing
purposes only are former record title owner(s), Conrad P. Burnett, Jr.

WITNESSETH:

WHEREAS, by deed of trust from **Conrad P. Burnett, Jr.** to **Laura H. Franck**,
Trustee(s), dated **April 10, 2006** and recorded **April 18, 2006** in the Clerk's Office of the
Circuit Court of the **Clarke County** as in Deed Book **457**, Page **02** (the "Deed of Trust"),
the property described in this Deed (the "Property") was conveyed in trust to secure the
payment of a certain debt (the "Deed of Trust Note"); and

WHEREAS, SPECIALIZED, has been appointed Substitute Trustee under the Deed
of Trust by instrument dated **May 5, 2009** and recorded **May 29, 2009**, as Instrument No.
09-1118, in Deed Book 510, Page 342, in the aforesaid Clerk's Office; and

WHEREAS, the Deed of Trust provided for sale of the Property in the event of
default in the payment of the Deed of Trust Note; and

WHEREAS, default having been made in the payment of the Deed of Trust Note,
the holder thereof, Mortgage Electronic Registration Systems, Inc. as nominee for

G-PIN/TAX MAP #: 386-805
GRANTEE ADDRESS:
9350 Waxy Way
Suite 100
San Diego, CA 92123

Deutsche Bank Trust Company Americas as Trustee for RALI 2006QS5 ("Noteholder"), in accordance with the provisions thereof, requested SPECIALIZED, as Substitute Trustee, to sell the Property; and

WHEREAS, SPECIALIZED, as Substitute Trustee, in accordance with the provisions of the Deed of Trust, advertised the time, date and place of sale **once a week for two successive weeks in The Winchester Star**, a newspaper of general circulation in the **Clarke County**, Virginia; gave written notice of the time, the date and place of the sale by mailing such notice to the owners by certified mail fourteen days prior to sale; and then sold the Property at public auction to the highest bidder for cash on the 19th day of August, 2009, at the front of Circuit Court of Clarke County 102 North Church Street Berryville, Virginia; and

WHEREAS, at such sale, the Grantee purchased the Property for a price of ONE HUNDRED FORTY FOUR THOUSAND FIVE HUNDRED THIRTY FIVE AND 35/100 Dollars (**\$144,535.35**) and

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00), cash in hand paid by the Grantee unto the Grantor, and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby GRANT and CONVEY with Special Warranty of Title unto the Grantee all of the property located in the **Clarke County** and more particularly described as FOLLOWS, TO WIT:

All that certain lot or parcel of land, together with the improvements thereon and appurtenances thereunto belonging, located on the northwest side of Lakeview Drive approximately 4 1/2 miles southeast of Millwood, in Greenway Magisterial District, Clarke County, Virginia, known and designated as Parcel 805, containing 5.00 acres, on the plat of CAREFREE ACRES, Section 8, prepared by Lee A. Ebert, C.L.S. dated October, 1975 and recorded in Deed Book 115 at Pages 740-743 in the Office of the Clerk of the Circuit Court of Clarke County, Virginia; and being more particularly described by plat of house survey thereof prepared by W. Stuart Dunn, Land Surveyor, dated August 3, 1995 and recorded in Deed Book 255 at Page 756 in the aforesaid Clerk's Office.

8004 513 PAGE 716

This conveyance is made subject to all recorded easements, restrictions and matters of record as the same may lawfully apply.

WITNESS the following signature:

SPECIALIZED INC., OF VIRGINIA
Substitute Trustee

By: Eric Larsen
Eric Larsen
General Manager

STATE OF VIRGINIA)

CITY/COUNTY OF LOUDOUN)

To-wit:

The foregoing instrument was acknowledged before me this 25th day of AUGUST, 2009, by Eric Larsen, General Manager of SPECIALIZED INC., OF VIRGINIA, on behalf of the Corporation.

Patricia Lynn Berner

Notary Public

(SEAL)



Patricia Lynn Berner
Notary Public #7177766
Commonwealth of Virginia
My Commission Expires:
01-31-2012

VIRGINIA: In the Clerk's Office of Clarke County Circuit Court
Aug. 28, 2009. This Deed was presented and with
the annexed certificate of acknowledgement admitted to record at
11:54 A.M. The taxes imposed by Section 58-54.1 in the
amount of \$ 386.50 and by Section 58-54 of the Code
of Virginia have been paid.

TESTE: Helen Butts CLERK

Exhibit F

CORPORATE RESOLUTION

Be it Resolved that the attached list of candidates are employees of **GMAC Mortgage LLC**, a Member of Mortgage Electronic Registration Systems, Inc. (MERS), and are hereby appointed as assistant secretaries and vice presidents of MERS, and, as such, are authorized to:

- (1) release the lien of any mortgage loan registered on the MERS System that is shown to be registered to the Member;
- (2) assign the lien of any mortgage loan naming MERS as the mortgagee when the Member is also the current promissory note-holder, or if the mortgage loan is registered on the MERS System, is shown to be registered to the Member;
- (3) execute any and all documents necessary to foreclose upon the property securing any mortgage loan registered on the MERS System that is shown to be registered to the Member, including but not limited to (a) substitution of trustee on Deeds of Trust, (b) Trustee's Deeds upon sale on behalf of MERS, (c) Affidavits of Non-military Status, (d) Affidavits of Judgment, (e) Affidavits of Debt, (f) quitclaim deeds, (g) Affidavits regarding lost promissory notes, and (h) endorsements of promissory notes to VA or HUD on behalf of MERS as a required part of the claims process;
- (4) take any and all actions and execute all documents necessary to protect the interest of the Member, the beneficial owner of such mortgage loan, or MERS in any bankruptcy proceeding regarding a loan registered on the MERS System that is shown to be registered to the Member, including but not limited to: (a) executing Proofs of Claim and Affidavits of Movant under 11 U.S.C. Sec. 501-502, Bankruptcy Rule 3001-3003, and applicable local bankruptcy rules, (b) entering a Notice of Appearance, (c) vote for a trustee of the estate of the debtor, (d) vote for a committee of creditors, (e) attend the meeting of creditors of the debtor, or any adjournment thereof, and vote on behalf of the Member, the beneficial owner of such mortgage loan, or MERS, on any question that may be lawfully submitted before creditors in such a meeting, (f) complete, execute, and return a ballot accepting or rejecting a plan, and (g) execute reaffirmation agreements;
- (5) take any and all actions and execute all documents necessary to refinance, amend or modify any mortgage loan registered on the MERS System that is shown to be registered to the Member.
- (6) endorse checks made payable to Mortgage Electronic Registration Systems, Inc. to the Member that are received by the Member for payment on any mortgage loan registered on the MERS System that is shown to be registered to the Member;
- (7) take any such actions and execute such documents as may be necessary to fulfill the Member's servicing obligations to the beneficial owner of such mortgage loan (including mortgage loans that are removed from the MERS System as a result of the transfer thereof to a non-member of MERS).

I, [REDACTED], being the Corporate Secretary of Mortgage Electronic Registration Systems, Inc., hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Board of Directors of said corporation effective as of the **17th** day of **July, 2003**, which is in full force and effect on this date and does not conflict with the Certificate of Incorporation or By-Laws of said corporation.

[REDACTED]

[REDACTED], Secretary

**Residential Funding Company LLC, HomeComings Financial LLC, GMAC
Mortgage LLC, GMAC Bank (Trustee 01), GMAC Bank Asset Management**

Co

ORG ID 1000440, 1000474, 1000375, 1005726 and 1005727

Mortgage Electronic Registration Systems, Inc.

Certifying Officers

Updated 04/29/2009

[REDACTED]

[REDACTED]

Formatted: Highlight

[REDACTED]

- STEPHAN, Jeffrey

[REDACTED]

[REDACTED]

• [REDACTED]

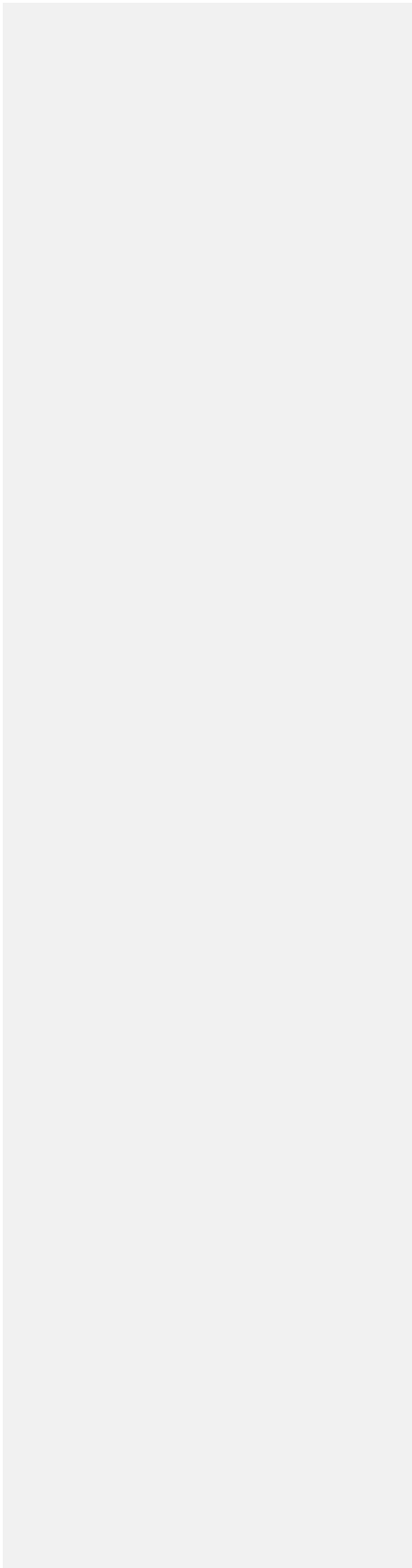


Exhibit G

DISPLAY/HISTORY

12-12020-mg Doc 8068-10 Filed 02/05/15 Entered 02/05/15 13:24:22 Exhibit G

Acct: **8818** Name: **CONRAD P BURNETT**

1 Pg 2 of 16 0

Investor: 94529 Warn: 5 Lock: 0 Stop: 0

Page:

SSN: **9319**

Refresh Date:

- Dates -	Paid To:	12/1/2008	Next Due:	Type:	Last Pmt:	10/20/2008
- Bal -	Prin:	\$0.00	Esc:	\$0.00		
- Uncol -	LC:	\$0.00	P&I Adv:	\$0.00	Esc Sht:	\$0.00

NOTES:

Trans Added Date	Trans Type	Area ID that Originated the Message	Document Notice Id	Document Text Id	Document Text Type Code	Add Teller	TransactionDescription
5/4/2007	FOR						05/04/07 - 07:25 - 25552
5/4/2007	FOR						spoke with dianna to stop f/c sale
5/4/2007	FOR						due to ri
5/4/2007	FOR						05/04/07 - 07:23 - 25552
5/4/2007	FOR						Process opened 5/4/2007 by user
5/4/2007	FOR						Tammy Brooke-Saleh.
5/4/2007	FOR						05/04/07 - 07:23 - 25552
5/4/2007	FOR						User has updated the system for the
5/4/2007	FOR						following event: Attorney Notified
5/4/2007	FOR						to Close and Bill, completed on
5/4/2007	FOR						5/4/2007
5/4/2007	FOR						05/04/07 - 07:21 - 25552
5/4/2007	FOR						User has completed the Sale
5/4/2007	FOR						Scheduled For data form with the
5/4/2007	FOR						following entries: Previous Sale
5/4/2007	FOR						Date: : 05/04/2007 Sale Postponemen
5/4/2007	FOR						05/04/07 - 07:21 - 25552
5/4/2007	FOR						t Reason: : Client Request
5/4/2007	FOR						05/04/07 - 07:21 - 25552
5/4/2007	FOR						User has updated the system for the
5/4/2007	FOR						following event: Sale Scheduled
5/4/2007	FOR						For. User changed date completed
5/4/2007	FOR						from 5/4/2007 to incomplete. Reason:
5/4/2007	FOR						05/04/07 - 07:21 - 25552
5/4/2007	FOR						stop fc
5/4/2007	FOR						05/04/07 - 07:21 - 25552
5/4/2007	FOR						System updated for the following
5/4/2007	FOR						event: User has ended the Issue
5/4/2007	FOR						associated with this loan. Issue

8/30/2007	DMD	12 12020 mg	Doc 8068	10	Filed 02/05/15	T:22222	00/00/00 00:00:00	Exhibit G
8/30/2007	DMD					T:22222	00/00/00 00:00:00	
8/30/2007	DMD					T:22222	08/30/07 02:12:33	
8/31/2007	DMD					T:22222	00/00/00 00:00:00	
8/31/2007	DMD					T:22222	00/00/00 00:00:00	
8/31/2007	DMD					T:22222	08/31/07 16:02:07 DISCON	
9/4/2007	DM					T:00000	EARLY IND: SCORE 326 MODEL EI60C	
9/4/2007	DMD					T:22222	00/00/00 00:00:00	
9/4/2007	DMD					T:22222	09/04/07 17:01:42	SIT-TONE
9/4/2007	DMD					T:22222	09/04/07 12:45:18	SIT-TONE
9/4/2007	D19		0	05	8		BREACH CONRAD P BURNET	
9/6/2007	DMD					T:22222	00/00/00 00:00:00	
9/6/2007	DMD					T:22222	00/00/00 00:00:00	
9/6/2007	DMD					T:22222	09/06/07 10:25:09 4	
9/7/2007	DMD					T:22222	09/07/07 09:12:48	SIT-TONE
9/7/2007	DMD					T:22222	09/07/07 11:43:13	SIT-TONE
9/7/2007	DMD					T:22222	09/07/07 09:12:48	SIT-TONE
9/11/2007	DMD					T:22222	09/11/07 18:00:26	SIT-TONE
9/11/2007	DMD					T:22222	09/11/07 12:35:25	SIT-TONE
9/11/2007	DMD					T:22222	09/11/07 09:18:49	SIT-TONE
9/13/2007	DMD					T:22222	09/13/07 09:11:36	SIT-TONE
9/13/2007	DMD					T:22222	09/13/07 13:01:31	SIT-TONE
9/13/2007	DMD					T:22222	09/13/07 09:11:36	SIT-TONE
9/14/2007	CBR		0	00	1	T:00000	DELINQUENT: 60 DAYS	
9/14/2007	FSV		0	00	1	T:00000	INSP TYPE D ORDERED; REQ CD =AUTO DELQ	
9/17/2007	DMD					T:22222	09/17/07 09:18:34	SIT-TONE
9/17/2007	DMD					T:22222	09/17/07 12:54:07	SIT-TONE
9/17/2007	DMD					T:22222	09/17/07 09:18:34	SIT-TONE
9/19/2007	DMD					T:22222	00/00/00 00:00:00	
9/19/2007	DMD					T:22222	00/00/00 00:00:00	
9/19/2007	DMD					T:22222	09/19/07 11:41:04 MSG ANS MACH	
9/19/2007	FSV		0	00	1	T:00000	INSP TP D RESULTS RCVD; ORD DT=09/14/07	
9/19/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628	
9/20/2007	DMD					T:22222	00/00/00 00:00:00	
9/20/2007	DMD					T:22222	09/20/07 18:02:02 DISCON	
9/20/2007	DMD					T:22222	09/20/07 13:36:37 DISCON	
9/21/2007	DMD					T:22222	09/21/07 14:04:35	SIT-TONE
9/21/2007	DMD					T:22222	09/21/07 11:38:15	SIT-TONE
9/21/2007	DMD					T:22222	09/21/07 09:15:11	SIT-TONE
9/24/2007	DMD					T:22222	00/00/00 00:00:00	

10/19/2007	DMD	12 12020 mg	Doc 8068	10	DT	02/05/15	T:22222	10/19/07 09:05:53
10/19/2007	D28		0			02/05/15 13:24:22	Entered	Exhibit G
10/22/2007	DM							BILLING STATEMENT FROM REPORT R628
10/22/2007	DM						T:20255	TT B1 ADV OF TAD LATE FEE AND CREDIT ADV OF
10/22/2007	DM						T:20255	BERACH ATERFD STTD DUE TO SELF EMPLOYED AND
10/22/2007	DM						T:20255	BUSINESS HAS BEEN SLOW ALL YEAR STTD WORKS IN NEW
10/22/2007	DM						T:20255	CONSTRUCTION AGREED TO DUE A CBP FOR THE TAD
10/22/2007	DM						T:20255	PROPERTY IS OCCUPID GVE# TO THE REFI DEPARTMENT
10/22/2007	DM						T:20255	VSIMPSON/6298
10/22/2007	DM						T:20255	DFLT REASON 1 CHANGED TO: CURTAILMENT OF INCOME
10/22/2007	DM						T:20255	ACTION/RESULT CD CHANGED FROM BRUN TO BRSS
10/23/2007	DM						T:00000	PROMISE KEPT 10/22/07 PROMISE DT 10/24/07
10/23/2007	DM						T:00000	PROMISE KEPT 10/22/07 PROMISE DT 10/24/07
10/23/2007	DM						T:00000	PROMISE KEPT 10/22/07 PROMISE DT 10/24/07
10/23/2007	DM						T:00000	PROMISE KEPT 10/22/07 PROMISE DT 10/24/07
10/23/2007	DM						T:00000	AUTOMATED INTEREST ACCRUAL HOLD INACTIVE
10/23/2007	OL		0	41	7			WDOYCSH - PAY-BY-PHONE LETTER
10/30/2007	NT	LMT					T:20954	CAMPAIGN: new wout (reg mail)
11/5/2007	NT	SKIP					T:08243	No phone number returned from Innovis skip file
11/6/2007	DM						T:00000	EARLY IND: SCORE 001 MODEL EI16C
11/9/2007	CBR		0	00	1		T:00000	PREVIOUSLY REPORTED DELINQUENT:NOW CURRENT
11/9/2007	CBR		0	00	1		T:00000	CHANGE IN PRIMARY BORROWERS ADDR
11/13/2007	DMD						T:22222	00/00/00 00:00:00
11/13/2007	DMD						T:22222	00/00/00 00:00:00
11/13/2007	DMD						T:22222	11/13/07 10:16:08
11/20/2007	DMD						T:22222	00/00/00 00:00:00
11/20/2007	DMD						T:22222	00/00/00 00:00:00
11/20/2007	DMD						T:22222	11/20/07 11:59:03 UN-SUCCESSFUL
11/20/2007	DM						T:22564	TTB1, VAI;RFD..BUSINES IS VERY SLOW(SELF EMPLOYD);
11/20/2007	DM						T:22564	EDU:TAD/LTC/CBR;B1 SD HE HAS DONE ALL HE CAN DO
11/20/2007	DM						T:22564	THIS MONTH;ADV B1 PARTIAL AMT DUE \$84.98;HE W/B
11/20/2007	DM						T:22564	STARTNG NEW JOB NXT WK, BUT STILL HAS OWN BUSINESS
11/20/2007	DM						T:22564	..SLAND/6540
11/20/2007	DM						T:22564	ACTION/RESULT CD CHANGED FROM OAPC TO BRUN
11/20/2007	D28		0	DT	8			FORCED BILLING STATEMENT FROM REPORT R628
11/26/2007	DMD						T:22222	00/00/00 00:00:00
11/26/2007	DMD						T:22222	00/00/00 00:00:00
11/26/2007	DMD						T:22222	11/26/07 07:14:51 UN-SUCCESSFUL
11/26/2007	DM						T:20252	TT B1; OBC; B1 UPSET BECAUSE CONT'S TO RCV OBC
11/26/2007	DM						T:20252	WHEN HAS ALRDY SPKN W/AGENT LAST WK; ADV TAD, MISC
11/26/2007	DM						T:20252	BAL; CRDT; FEES; B1 RAISED HIS VOICE AND CURSED,

11/26/2007	DM	12 12020 mg	Doc 8068	10	Filed 02/05/15	T:20252	GAVE VERBAL WARNING; TRIED TO ADV ABT ACCT BUT B1
11/26/2007	DM					T:20252	HUNG UP; PAOLA S 8746943
11/26/2007	DM					T:20252	
11/29/2007	DMD					T:22222	ACTION/RESULT CD CHANGED FROM BRUN TO BRUN
11/29/2007	DMD					T:22222	00/00/00 00:00:00
11/29/2007	DMD					T:22222	00/00/00 00:00:00
11/29/2007	DMD					T:22222	11/29/07 09:12:04 PAR3 CONNECT
11/30/2007	DMD					T:22222	00/00/00 00:00:00
11/30/2007	DMD					T:22222	11/30/07 13:56:21 ANS MACH
11/30/2007	DMD					T:22222	11/30/07 07:11:36 ANS MACH
11/30/2007	NT	CSH				T:19108	Total Debit: \$299.78
11/30/2007	NT	CSH				T:19108	Transaction Confirmation Number:
11/30/2007	NT	CSH				T:19108	2007113042787523.jgramos/73526
12/3/2007	OL		0	41	7		WDOYCSH - PAY-BY-PHONE LETTER
12/5/2007	DM					T:00000	EARLY IND: SCORE 001 MODEL EI16C
12/11/2007	DMD					T:22222	00/00/00 00:00:00
12/11/2007	DMD					T:22222	00/00/00 00:00:00
12/11/2007	DMD					T:22222	12/11/07 09:55:32
12/13/2007	DMD					T:22222	00/00/00 00:00:00
12/13/2007	DMD					T:22222	00/00/00 00:00:00
12/13/2007	DMD					T:22222	12/13/07 09:42:24 PAR3 CONNECT
12/14/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
1/7/2008	DM					T:00000	EARLY IND: SCORE 001 MODEL EI16C
1/8/2008	DMD					T:22222	00/00/00 00:00:00
1/8/2008	DMD					T:22222	00/00/00 00:00:00
1/8/2008	DMD					T:22222	01/08/08 11:59:14 HANGUP IN Q
1/11/2008	DMD					T:22222	00/00/00 00:00:00
1/11/2008	DMD					T:22222	00/00/00 00:00:00
1/11/2008	DMD					T:22222	01/11/08 09:14:39
1/15/2008	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
2/5/2008	DM					T:00000	EARLY IND: SCORE 003 MODEL EI16C
2/11/2008	DMD					T:22222	02/11/08 17:11:11
2/11/2008	DMD					T:22222	02/09/08 12:01:15 LEFT MESSAGE
2/11/2008	DMD					T:22222	02/09/08 09:02:56 NO ANSWER
2/12/2008	DMD					T:22222	00/00/00 00:00:00
2/12/2008	DMD					T:22222	00/00/00 00:00:00
2/13/2008	DMD					T:22222	02/13/08 17:30:41 LEFT MESSAGE
2/13/2008	DMD					T:22222	02/13/08 13:09:24 NO ANSWER
2/13/2008	DMD					T:22222	02/13/08 09:09:54 NO ANSWER
2/18/2008	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
2/27/2008	ET		0	00	0		10010 NON-SUFFICIENT FUNDS -NSF 02/27

2/27/2008	NT	12 12020 mg	Doc 8068	10	Filed 02/05/15	T:19327	CHECK DATED 02/15/08 FOR 2650.00
2/27/2008	NT				02/05/15 13:24:22	T:19327	RETURNED-NSF
2/28/2008	DMD					T:22222	02/28/08 15:37:00 2
2/28/2008	DMD					T:22222	02/28/08 12:26:14 INCOMPLETE
2/28/2008	DMD					T:22222	02/28/08 07:06:20 ANS MACH
2/28/2008	D19		0	07	8		CSH - NSF/REVERSAL LETTER (10010)
2/29/2008	DMD					T:22222	00/00/00 00:00:00
2/29/2008	DMD					T:22222	00/00/00 00:00:00
2/29/2008	DMD					T:22222	02/29/08 16:48:16 INCOMPLETE
2/29/2008	DMD					T:22222	00/00/00 00:00:00
2/29/2008	DMD					T:22222	00/00/00 00:00:00
2/29/2008	DMD					T:22222	02/29/08 09:10:45
3/3/2008	DMD					T:22222	00/00/00 00:00:00
3/3/2008	DMD					T:22222	00/00/00 00:00:00
3/3/2008	DMD					T:22222	03/03/08 13:43:27 ANS MACH
3/4/2008	DM					T:00000	EARLY IND: SCORE 382 MODEL EI30C
3/4/2008	DMD					T:22222	00/00/00 00:00:00
3/4/2008	DMD					T:22222	00/00/00 00:00:00
3/4/2008	DMD					T:22222	03/04/08 08:25:29 2
3/6/2008	DMD					T:22222	00/00/00 00:00:00
3/6/2008	DMD					T:22222	00/00/00 00:00:00
3/6/2008	DMD					T:22222	03/06/08 12:00:22 ANS MACH
3/7/2008	DMD					T:22222	00/00/00 00:00:00
3/7/2008	DMD					T:22222	00/00/00 00:00:00
3/7/2008	DMD					T:22222	03/07/08 14:09:53 INCOMPLETE
3/10/2008	DMD					T:22222	00/00/00 00:00:00
3/10/2008	DMD					T:22222	00/00/00 00:00:00
3/10/2008	DMD					T:22222	03/10/08 15:16:55 2
3/11/2008	DMD					T:22222	00/00/00 00:00:00
3/11/2008	DMD					T:22222	00/00/00 00:00:00
3/11/2008	DMD					T:22222	03/11/08 09:19:59 ANS MACH
3/12/2008	DMD					T:22222	00/00/00 00:00:00
3/12/2008	DMD					T:22222	03/12/08 17:30:01 ANS MACH
3/12/2008	DMD					T:22222	03/12/08 09:17:35 2
3/13/2008	DMD					T:22222	00/00/00 00:00:00
3/13/2008	DMD					T:22222	03/13/08 17:38:33 ANS MACH
3/13/2008	DMD					T:22222	03/13/08 09:18:36 NO ANS
3/14/2008	DMD					T:22222	00/00/00 00:00:00
3/14/2008	DMD					T:22222	00/00/00 00:00:00
3/14/2008	DMD					T:22222	03/14/08 08:28:11 2

4/3/2008	DMD	12 12020 mg	Doc 8068	10	Filed 02/05/15	T:22222	04/03/08 09:03:29	No Answer
4/3/2008	DMD					T:22222	02/05/15 13:24:22	Exhibit G
4/3/2008	DMD					T:22222	00/00/00 00:00:00	
4/3/2008	DMD					T:22222	04/03/08 16:13:45	INCOMPLETE
4/3/2008	DMD					T:22222	04/03/08 13:35:46	INCOMPLETE
4/4/2008	DMD					T:22222	00/00/00 00:00:00	
4/4/2008	DMD					T:22222	04/04/08 13:42:04	INCOMPLETE
4/4/2008	DMD					T:22222	04/04/08 11:22:10	ANS MACH
4/4/2008	D19		0	05	8		BREACH CONRAD P BURNET	
4/7/2008	DMD					T:22222	00/00/00 00:00:00	
4/7/2008	DMD					T:22222	04/07/08 11:43:42	INCOMPLETE
4/7/2008	DMD					T:22222	04/06/08 17:34:35	ANS MACH
4/7/2008	DMD					T:22222	04/07/08 12:53:06	PAR3 CONNECT
4/7/2008	DMD					T:22222	00/00/00 00:00:00	
4/7/2008	DMD					T:22222	00/00/00 00:00:00	
4/7/2008	DMD					T:22222	00/00/00 00:00:00	
4/7/2008	DMD					T:22222	04/07/08 09:58:10	No Answer
4/7/2008	DMD					T:22222	00/00/00 00:00:00	
4/8/2008	DMD					T:22222	00/00/00 00:00:00	
4/8/2008	DMD					T:22222	04/08/08 15:50:07	2
4/8/2008	DMD					T:22222	04/08/08 12:10:28	ANS MACH
4/9/2008	DMD					T:22222	04/09/08 18:29:59	ANS MACH
4/9/2008	DMD					T:22222	04/09/08 15:27:21	ANS MACH
4/9/2008	DMD					T:22222	04/09/08 12:21:30	ANS MACH
4/9/2008	DMD					T:22222	00/00/00 00:00:00	
4/9/2008	DMD					T:22222	00/00/00 00:00:00	
4/9/2008	DMD					T:22222	00/00/00 00:00:00	
4/9/2008	DMD					T:22222	00/00/00 00:00:00	
4/9/2008	DMD					T:22222	00/00/00 00:00:00	
4/9/2008	DMD					T:22222	04/09/08 10:04:28	No Answer
4/9/2008	DMD					T:22222	00/00/00 00:00:00	
4/9/2008	DMD					T:22222	00/00/00 00:00:00	
4/10/2008	DMD					T:22222	04/10/08 13:44:22	ANS MACH
4/10/2008	DMD					T:22222	04/10/08 12:01:32	ANS MACH
4/10/2008	DMD					T:22222	04/10/08 09:48:41	ANS MACH
4/10/2008	FSV		0	0	0	T:21396	INSP TYPE R ORDERED; REQ CD =1150	
4/11/2008	DMD					T:22222	04/11/08 16:22:54	ANS MACH
4/11/2008	DMD					T:22222	04/11/08 14:46:19	ANS MACH
4/11/2008	DMD					T:22222	04/11/08 10:49:00	ANS MACH

4/16/2008	DMD	12 12020 mg	Doc 8068	10	Filed 02/05/15	T:22222	04/16/08 12:52:33 ANS MACH
4/16/2008	LMT					Entered 02/05/15 13:24:22	Exhibit G
4/16/2008	NT	HPRP					LMT BPO/APPRaisal REC ADDED
4/16/2008	CIT	COL10				T:20597	HOPE referral to Toneisha Mosely. jcampagna
4/16/2008	CIT	COL10				T:20597	002 new cit 847: HOPE referral to toneisha Mosely.
4/16/2008	CIT	COL10				T:20597	jcampagna
4/17/2008	DMD					T:22222	04/17/08 13:06:23 Left Message
4/17/2008	DMD					T:22222	00/00/00 00:00:00
4/17/2008	DMD					T:22222	00/00/00 00:00:00
4/17/2008	DMD					T:22222	00/00/00 00:00:00
4/17/2008	DMD					T:22222	04/17/08 09:10:29 No Answer
4/17/2008	DMD					T:22222	00/00/00 00:00:00
4/17/2008	DMD					T:22222	00/00/00 00:00:00
4/17/2008	DMD					T:22222	00/00/00 00:00:00
4/17/2008	DMD					T:22222	04/17/08 10:56:58 INCOMPLETE
4/18/2008	DMD					T:22222	00/00/00 00:00:00
4/18/2008	DMD					T:22222	04/18/08 14:19:45 ANS MACH
4/18/2008	DMD					T:22222	04/18/08 10:09:09 ANS MACH
4/18/2008	NT	MOD				T:20136	accompanied by the proof of their financial
4/18/2008	NT	MOD				T:20136	situation illustrates a capacity and desire to
4/18/2008	NT	MOD				T:20136	keep the home. By allowing for this modification
4/18/2008	NT	MOD				T:20136	plan, we are allowing the homeowners a chance to
4/18/2008	NT	MOD				T:20136	continue with their effort to get back on track
4/18/2008	NT	MOD				T:20136	with all of their financial obligations.
4/18/2008	NT	MOD				T:20136	b layton 6909
4/18/2008	NT	MOD				T:20136	The proposed plan will be a 3-month Trial
4/18/2008	NT	MOD				T:20136	modification. Upon successful completion of the
4/18/2008	NT	MOD				T:20136	Trial modification, there will be a remaining
4/18/2008	NT	MOD				T:20136	arrearage of \$7641.09 that will need to be
4/18/2008	NT	MOD				T:20136	capitalized. We will not need to adjust the
4/18/2008	NT	MOD				T:20136	interest rate we can leave at the fixed rate of
4/18/2008	NT	MOD				T:20136	7.125% and still assure affordability. If we take
4/18/2008	NT	MOD				T:20136	these steps we will keep the property affordable
4/18/2008	NT	MOD				T:20136	for the homeowner and will come very close to the
4/18/2008	NT	MOD				T:20136	target payment amount. The down payment
4/18/2008	NT	MOD				T:20136	submitted for the plan is \$2650.00. The
4/18/2008	NT	MOD				T:20136	cooperation I have received from the homeowners, a
4/18/2008	NT	STOP				T:20136	lmt2-1
4/18/2008	NT	STOP				T:20136	trial approved; dwn pmt iao 2650.00 is due
4/18/2008	NT	STOP				T:20136	04/25/08 please apply to repay plan install amt
4/18/2008	NT	STOP				T:20136	and sned cit 840 to teller 1719 and forward docs

4/18/2008	NT	12 12020 mg	Doc 8068	10	File	02/05/15	T:20136	to waterloo lossmit b layton 6909
4/18/2008	NT	STOP MOD				02/05/15 13:24:22	Entered T:20136	3 month trial approved b layton 6909
4/18/2008	LMT							TRIAL MOD APPROVED (1052) COMPLETED 04/18/08
4/18/2008	LMT							BPO OBTAINED (5) COMPLETED 04/18/08
4/18/2008	LMT							BPO ORDERED (4) COMPLETED 04/18/08
4/18/2008	LMT							PURSUE LN MODIFCATN (1000) COMPLETED 04/18/08
4/18/2008	CIT	COL14					T:20136	002 DONE 04/18/08 BY TLR 20136
4/18/2008	CIT	COL14					T:20136	TSK TYP 847-LOAN MOD REFERR
4/18/2008	RPA	00						REPAY PLAN SET UP
4/18/2008	LMT							LMT SOLUTN PURSUED (6) COMPLETED 04/18/08
4/18/2008	LMT							COMPLETE FIN PKG REC (3) COMPLETED 04/18/08
4/18/2008	LMT							REPAY PLAN STARTED (4001) COMPLETED 04/18/08
4/18/2008	LMT							REPAY APPRV BY INV (4232) COMPLETED 04/18/08
4/18/2008	LMT							REPAY RECOMD TO INV (4231) COMPLETED 04/18/08
4/18/2008	LMT							ASSESS FINANCL PKG (2) COMPLETED 04/18/08
4/18/2008	LMT							REFERRD TO LOSS MIT (1) COMPLETED 04/18/08
4/18/2008	LMT							PURSUE REPAY PLAN (4000) COMPLETED 04/18/08
4/18/2008	LMT							APPROVED FOR LMT 04/18/08
4/18/2008	FOR							LMT BORR FIN REC ADDED
4/21/2008	NT	FSV					T:07278	Loan on pres repay report-ran script to
4/21/2008	NT	FSV					T:07278	cancel any open inspection ordes on
4/21/2008	NT	FSV					T:07278	MtgS.
4/21/2008	NT	RTLS					T:20954	trial modification agreement sent
4/21/2008	D28		0	DT	8			BILLING STATEMENT FROM REPORT R628
4/25/2008	DM						T:00000	PROMISE BROKEN 04/25/08 PROMISE DT 04/25/08
4/25/2008	CBR		0	00	1		T:00000	DELINQUENT: 60 DAYS
4/30/2008	NT	LMT					T:16659	Called Customer as Repayment is Late
5/2/2008	DM						T:00000	EARLY IND: SCORE 306 MODEL EI90C
5/9/2008	CBR		0	00	1		T:00000	DELINQUENT: 90 DAYS
5/12/2008	FSV		0	00	1		T:00000	INSP TYPE D ORDERED; REQ CD =AUTO DELQ
5/12/2008	CIT	COL10					T:20855	003 NEW CI #827--PA HOPE MFolweiler--Please do not
5/12/2008	CIT	COL10					T:20855	refer as customer is working with HOPE on a
5/12/2008	CIT	COL10					T:20855	resolution
5/13/2008	OL		0	86	5			WDOYLM - REPAY PLAN CANCEL
5/13/2008	LMT							LOSS MIT DENIED BORROWER REFUSES TO CONTRIBUTE
5/13/2008	LMT							TRIAL MOD FAILED (1053) COMPLETED 05/13/08
5/15/2008	CIT	COL10					T:20855	004 NEW CIT #828--PA HOPE MFolweiler-- Please do
5/15/2008	CIT	COL10					T:20855	not refer as customer is working with HOPE on
5/15/2008	CIT	COL10					T:20855	a solution.
5/15/2008	CIT	COL10					T:20597	003 DONE 05/15/08 BY TLR 20597

6/20/2008	CIT	COL10	Doc 8068	10	Filed 02/05/15	T:26153	005 DONE 06/20/08 BY TLR 26153
6/20/2008	CIT	COL10				T:26153	TSK TYP 840-FUNDS RECEIVED
6/23/2008	ARC						AUTO RESET STOP CODE 2 = 1
7/2/2008	DM					T:00000	EARLY IND: SCORE 232 MODEL EI90C
7/18/2008	DM					T:00000	PROMISE BROKEN 07/18/08 PROMISE DT 07/18/08
7/18/2008	CBR		0	00	1	T:00000	DELINQUENT: 120 DAYS
7/21/2008	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
7/23/2008	NT	LMT				T:16659	Phoned customer for delq Repay Plan.
7/28/2008	LMT						TRIAL MOD COMPLETED (1054) COMPLETED 07/28/08
7/29/2008	FSV		0	00	1	T:00000	INSP TYPE D ORDERED; REQ CD =AUTO DELQ
7/30/2008	D19		0	05	8		BREACH CONRAD P BURNET
8/4/2008	DM					T:00000	EARLY IND: SCORE 198 MODEL EI90C
8/5/2008	FSV		0	00	1	T:00000	INSP TP D RESULTS RCVD; ORD DT=07/29/08
8/7/2008	PPT						FILE CLOSED (2) COMPLETED 08/07/08
8/7/2008	PPT						PURSUE PROP PRES (1) COMPLETED 08/07/08
8/8/2008	CBR		0	00	1	T:00000	DELINQUENT: 150 DAYS
8/19/2008	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
8/28/2008	FSV		0	00	1	T:00000	INSP TYPE D ORDERED; REQ CD =AUTO DELQ
9/2/2008	DM					T:00000	EARLY IND: SCORE 191 MODEL EI90C
9/4/2008	FSV		0	00	1	T:00000	INSP TP D RESULTS RCVD; ORD DT=08/28/08
9/12/2008	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
9/17/2008	LMT						LOSS MIT DENIED BORROWER REFUSES TO CONTRIBUTE
9/18/2008	CIT	COL10				T:17072	006 DONE 09/18/08 BY TLR 17072
9/18/2008	CIT	COL10				T:17072	TSK TYP 846-FORECLOSURE EXC
9/18/2008	CIT	COL10				T:17072	006 new cit 846
9/19/2008	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
9/23/2008	FOR						FORECLOSURE APPROVAL (1) COMPLETED 09/23/08
9/23/2008	NT	FCL				T:25101	Foreclosure Referral Review Completed
9/23/2008	NT	FCL				T:25101	and Management Approved
9/23/2008	FOR						APPROVED FOR FCL 09/23/08
9/24/2008	FOR						09/24/08 - 11:22 - 00007
9/24/2008	FOR						Process opened 9/24/2008 by user
9/24/2008	FOR						Fidelity AutoProc.
9/25/2008	FOR						09/25/08 - 07:24 - 00007
9/25/2008	FOR						Foreclosure (NIE Id# 8682475)
9/25/2008	FOR						picked up by firm Specialized Inc.
9/25/2008	FOR						of Virginia at 9/25/2008 7:24:15 AM
9/25/2008	FOR						by Ross Savage
9/25/2008	FOR						09/25/08 - 07:31 - 00007
9/25/2008	FOR						Process opened 9/25/2008 by user

10/21/2008	FOR	12 12020 mg	Doc 8068	10	Filed 02/05/15	Entered 02/05/15 13:24:22	10/21/08 - 08:33 - 31463
10/21/2008	FOR						Exhibit G 3/08 that will need to be postponed
10/21/2008	FOR						if a quick reply is not received.
10/21/2008	FOR						Please provide proof of debt and
10/21/2008	FOR						payment history. Status: Active
10/21/2008	FOR						10/21/08 - 09:10 - 00000
10/21/2008	FOR						System updated for the following
10/21/2008	FOR						event: User has updated a
10/21/2008	FOR						Process-Level issue for this loan.
10/21/2008	FOR						Issue updated to: Issue Type: FC Co
10/21/2008	FOR						10/21/08 - 09:10 - 00000
10/21/2008	FOR						py of Payment History. Issue
10/21/2008	FOR						Comments: Please see the dispute
10/21/2008	FOR						letter and request for
10/21/2008	FOR						documentation that I uploaded. We ha
10/21/2008	FOR						10/21/08 - 09:10 - 00000
10/21/2008	FOR						ve a scheduled sale date of 11/3/08
10/21/2008	FOR						that will need to be postponed if a
10/21/2008	FOR						quick reply is not received. Please
10/21/2008	FOR						provide proof of debt and payment hi
10/21/2008	FOR						10/21/08 - 09:10 - 00000
10/21/2008	FOR						story. Status: Active
10/21/2008	D28		0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628
10/22/2008	LMT						Reassigned file to tlr
10/22/2008	LMT						Toneisha Mosely
10/22/2008	LMT						Repay deposit received
10/22/2008	LMT						TRIAL MOD EXECUTED (1055) COMPLETED 10/22/08
10/22/2008	LMT						REC'D EXECUTED DOCS (4100) COMPLETED 10/22/08
10/22/2008	FOR						FILE CLOSED (1000) COMPLETED 10/22/08
10/23/2008	NT	LMT				T:26153	rcvd faxed signed trial agreement; snt to "Faxed
10/23/2008	NT	LMT				T:26153	Docs to Image" folder
10/30/2008	FOR						10/22/08 - 07:36 - 30380
10/30/2008	FOR						User has updated the system for the
10/30/2008	FOR						following event: Attorney Confirmed
10/30/2008	FOR						File Closed, completed on 10/22/2008
10/30/2008	FOR						10/22/08 - 01:56 - 64299
10/30/2008	FOR						User has updated the system for the
10/30/2008	FOR						following event: Attorney Notified
10/30/2008	FOR						to Close and Bill, completed on
10/30/2008	FOR						10/22/2008

10/30/2008	FOR	12 12020 mg	Doc 8068	10	Filed 02/05/15	Entered 02/05/15 13:24:22	10/22/08 - 01:56 - 64299 Process opened 10/22/2008 by user
10/30/2008	FOR						Exhibit G
10/30/2008	FOR						Rocardo Napa.
11/3/2008	FOR						11/03/08 - 07:51 - 39478
11/3/2008	FOR						System updated for the following
11/3/2008	FOR						event: User has ended the Issue
11/3/2008	FOR						associated with this loan. Issue
11/3/2008	FOR						Type: FC Copy of Payment History. Co
11/3/2008	FOR						11/03/08 - 07:51 - 39478
11/3/2008	FOR						mmments: will pull from XNET and
11/3/2008	FOR						will upload to XNET.
11/4/2008	DM					T:00000	EARLY IND: SCORE 197 MODEL EI90C
11/5/2008	FOR						11/04/08 - 09:43 - 31463
11/5/2008	FOR						Intercom From: Richards, Yolanda -
11/5/2008	FOR						To: Larsen, Eric; / Subject: Issue
11/5/2008	FOR						Request/
11/14/2008	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
11/18/2008	DM					T:00000	PROMISE BROKEN 11/18/08 PROMISE DT 11/18/08
11/19/2008	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
11/24/2008	FSV		0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =AUTO DELQ
11/24/2008	DM					T:25102	REPAY PLAN CANCELED MANUALLY
11/24/2008	ET		0	00	0		10170 REPAYMENT PLAN CANCEL LETTER 11/24
11/24/2008	FOR						0000000000 TASK:0000-LMT-REJECTED OPTION 11/24/08
11/24/2008	FOR						REJECTED BY:SERVICER
11/24/2008	FOR						REJECT REASON: OTHER
11/24/2008	FOR						LOAN SELECTED FOR QUICK STRIKE PROGRAM
11/24/2008	CIT	INQ30				T:21723	009 DONE 11/24/08 BY TLR 21723
11/24/2008	CIT	INQ30				T:21723	TSK TYP 109-CC COR TRACKING
11/24/2008	CIT	INQ30				T:21723	009 new cit 109-corr rec/fwd to Loss Mit
11/25/2008	D19		0	05	8		BREACH CONRAD P BURNET
11/26/2008	FSV		0	00	1	T:00000	INSP TYPE F CANCELLED; REQ CD =AUTO DELQ
11/26/2008	LMT						RECV EXEC DOCS (1031) COMPLETED 11/26/08
11/26/2008	LMT						SEND EXEC DOCS (1040) UNCOMPLETED
11/26/2008	LMT						SEND EXEC DOCS (1040) COMPLETED 11/26/08
11/26/2008	LMT						LN MODIFICATION CMP (1002) COMPLETED 11/26/08
11/26/2008	LMT						LOAN MOD STARTED (1001) COMPLETED 11/26/08
11/26/2008	NT	STOP				T:25101	Quickstrike - All monies received to 1U
11/26/2008	DM					T:15751	AUTH: DAVID M. PETROVICH OF SPOCH, PH
11/26/2008	DM					T:15751	732.571.9464, FAX 732.571.9475, IMAGED AS ARTP,
11/26/2008	DM					T:15751	ICT-GLLEE1@2863

11/26/2008	DM	12 12020 mg	Doc 8068	10	Filed 02/05/15	T:15751	ACTION/RESULT CD CHANGED FROM OASK TO OAAI
11/26/2008	NT	LMT				T:15738	rcvd letter from borrower regarding the loan,
11/26/2008	NT	LMT				T:15738	imaged as wout, sent to Tonica Williams,
11/26/2008	NT	LMT				T:15738	ict-glee1@2863
11/27/2008	DM					T:00000	AUTOMATED INTEREST ACCRUAL HOLD INACTIVE
12/1/2008	FSV		0	0	0	T:21396	INSP TYPE R ORDERED; REQ CD =1150
12/4/2008	LMT						FILE CLOSED (7) COMPLETED 12/04/08
12/4/2008	NT	QSTRK				T:25101	Quick strike mod program- system updated with
12/4/2008	NT	QSTRK				T:25101	modified terms, permanent mod docs to be sent
12/8/2008	NT	QSTRK				T:01066	qstrk mod apprvd: mld advance accel mod ltr dtd
12/8/2008	NT	QSTRK				T:01066	12.05.08; old upb:345400.51, new upb:367295.47,
12/8/2008	NT	QSTRK				T:01066	oldpmt due date 4/1/2008, new pmt due date Jan.
12/8/2008	NT	QSTRK				T:01066	2009, old int rate:7.125, new int rate:5.78106,
12/8/2008	NT	QSTRK				T:01066	orig term:360, mod term:328, old pi:2371.49, new
12/8/2008	NT	QSTRK				T:01066	pi:2227.79, old piti:2642.28, new piti:2456.87
12/10/2008	LMT						LMT BPO/APPRAISAL REC ADDED
12/12/2008	CBR		0	00	1	T:00000	PREVIOUSLY REPORTED DELINQUENT:NOW CURRENT
12/15/2008	NT	COMM				T:20855	PA HOPE MFolweiler-- IBPO Ordered.
12/16/2008	FSV		0	0	0	T:21396	INSP TYPE S ORDERED; REQ CD =1150
12/17/2008	LMT						LMT BPO/APPRAISAL REC DELETED
12/19/2008	LMT						LMT BPO/APPRAISAL REC ADDED
12/23/2008	ARC						AUTO RESET NSF COUNTER = 0
12/23/2008	D28		0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628
12/24/2008	D28		0	DT	8		MANUAL BILLING STATEMENT FROM REPORT R628
12/30/2008	NT	QSTRK				T:01475	Quick Strike Mod capitalization
12/30/2008	NT	QSTRK				T:01475	adjustment completed 12-23-08, posted
12/30/2008	NT	QSTRK				T:01475	funds as additional principal.
1/6/2009	DM					T:00000	EARLY IND: SCORE 000 MODEL EI16C
1/8/2009	DMD					T:22222	01/07/09 19:42:20 No Answer
1/8/2009	DMD					T:22222	01/07/09 14:23:55 No Answer
1/8/2009	DMD					T:22222	01/07/09 08:44:35 No Answer
1/9/2009	DMD					T:22222	01/09/09 18:14:10 No Answer
1/9/2009	DMD					T:22222	01/09/09 13:20:09 No Answer
1/9/2009	DMD					T:22222	01/09/09 09:18:02 No Answer
1/12/2009	FSV		0	0	0	T:21386	INSP TP R RESULTS RCVD; ORD DT=12/01/08
1/14/2009	DMD					T:22222	00/00/00 00:00:00
1/14/2009	DMD					T:22222	01/14/09 19:30:41 No Answer
1/14/2009	DMD					T:22222	01/14/09 08:01:06 No Answer
1/19/2009	DMD					T:22222	01/16/09 19:14:51 No Answer
1/19/2009	DMD					T:22222	01/16/09 15:10:38 No Answer

4/3/2009	DMD	12 12020 mg	Doc 8068	10	Filed 02/05/15	T:22222	00/00/00 00:00:00	Exhibit G
4/3/2009	DMD					T:22222	00/00/00 00:00:00	
4/3/2009	DMD					T:22222	04/03/09 08:54:31	NO ANS
4/6/2009	CIT	COL10				T:17072	010 DONE 04/06/09 BY TLR 17072	
4/6/2009	CIT	COL10				T:17072	TSK TYP 846-FORECLOSURE EXC	
4/6/2009	CIT	COL10				T:17072	010 NEW CIT 846	
4/6/2009	CIT	COL10				T:17072	010 NEW CIT 846	
4/6/2009	D19		0	05	8		LM - LOSS MIT FCL REFERRAL - FNMA/FHLMC	
4/8/2009	FSV		0	00	1	T:00000	INSP TP F RESULTS RCVD; ORD DT=03/18/09	
4/9/2009	FOR						FORECLOSURE APPROVAL (1)	COMPLETED 04/09/09
4/9/2009	NT	FCL				T:25102	Foreclosure Referral Review Completed	
4/9/2009	NT	FCL				T:25102	and Management Approved	
4/9/2009	FOR						APPROVED FOR FCL 04/09/09	
4/10/2009	CBR		0	00	1	T:00000	DELINQUENT: 90 DAYS	
4/13/2009	DMD					T:22222	04/02/09 19:27:31	No Answer
4/13/2009	DMD					T:22222	04/02/09 14:51:26	No Answer
4/13/2009	DMD					T:22222	04/02/09 10:36:24	No Answer
4/13/2009	DMD					T:22222	03/31/09 19:57:50	No Answer
4/13/2009	DMD					T:22222	03/31/09 15:50:23	No Answer
4/13/2009	DMD					T:22222	03/31/09 11:12:53	No Answer
4/13/2009	DMD					T:22222	03/28/09 18:04:32	No Answer
4/13/2009	DMD					T:22222	03/28/09 14:26:06	No Answer
4/13/2009	DMD					T:22222	03/28/09 10:26:17	No Answer
4/13/2009	DMD					T:22222	00/00/00 00:00:00	
4/13/2009	DMD					T:22222	03/26/09 15:50:40	No Answer
4/13/2009	DMD					T:22222	03/26/09 11:09:05	No Answer
4/13/2009	DMD					T:22222	03/24/09 20:30:20	No Answer
4/13/2009	DMD					T:22222	03/24/09 16:05:46	No Answer
4/13/2009	DMD					T:22222	03/24/09 10:34:19	No Answer
4/13/2009	DMD					T:22222	03/21/09 17:55:51	No Answer
4/13/2009	DMD					T:22222	03/21/09 15:08:24	No Answer
4/13/2009	DMD					T:22222	03/21/09 11:01:41	No Answer
4/13/2009	DMD					T:22222	00/00/00 00:00:00	
4/13/2009	DMD					T:22222	00/00/00 00:00:00	
4/13/2009	DMD					T:22222	03/19/09 21:21:04	Par3 Exp Msg
4/13/2009	DMD					T:22222	00/00/00 00:00:00	
4/13/2009	DMD					T:22222	00/00/00 00:00:00	
4/13/2009	DMD					T:22222	03/17/09 19:42:18	No Answer
4/13/2009	DMD					T:22222	03/14/09 17:00:49	No Answer
4/13/2009	DMD					T:22222	03/14/09 14:14:02	No Answer

4/13/2009	DMD	12 12020 mg	Doc 8068	10	Filed 02/05/15	Entered 02/05/15 13:24:22	03/14/09 08:23:24	No Answer
4/13/2009	DMD					T:22222	00/00/00 00:00:00	Exhibit G
4/13/2009	DMD					T:22222	03/12/09 18:54:02	No Answer
4/13/2009	DMD					T:22222	03/12/09 14:53:24	"
4/13/2009	DMD					T:22222	00/00/00 00:00:00	
4/13/2009	DMD					T:22222	03/10/09 18:26:37	No Answer
4/13/2009	DMD					T:22222	03/10/09 15:35:20	No Answer
4/13/2009	DMD					T:22222	03/07/09 17:47:26	No Answer
4/13/2009	DMD					T:22222	03/07/09 12:57:44	No Answer
4/13/2009	DMD					T:22222	03/07/09 09:09:48	No Answer
4/13/2009	FOR						04/11/09 - 08:35 - 00007	
4/13/2009	FOR						Foreclosure (NIE Id# 11605801) sent	
4/13/2009	FOR						to Specialized Inc. of Virginia at	
4/13/2009	FOR						4/11/2009 8:34:55 AM by Automated	
4/13/2009	FOR						Tasks	
4/13/2009	FOR						04/11/09 - 08:41 - 00007	
4/13/2009	FOR						User has updated the system for the	
4/13/2009	FOR						following event: File Referred To	
4/13/2009	FOR						Attorney, completed on 4/11/2009	
4/13/2009	FOR						04/13/09 - 08:54 - 00007	
4/13/2009	FOR						User has updated the system for the	
4/13/2009	FOR						following event: File Received By	
4/13/2009	FOR						Attorney, completed on 4/13/2009	
4/13/2009	FOR						04/13/09 - 08:54 - 00007	
4/13/2009	FOR						Process opened 4/13/2009 by user	
4/13/2009	FOR						Fidelity AutoProc.	
4/13/2009	FOR						04/13/09 - 08:42 - 00007	
4/13/2009	FOR						Foreclosure (NIE Id# 11605801)	
4/13/2009	FOR						picked up by firm Specialized Inc.	
4/13/2009	FOR						of Virginia at 4/13/2009 8:41:39 AM	
4/13/2009	FOR						by Rahel Assefew	
4/13/2009	FOR						REFERRED TO ATTORNEY (2) COMPLETED 04/11/09	
4/13/2009	NT	HMPS				T:25101	Home Affordable Modification program sent to	
4/13/2009	NT	HMPS				T:25101	borrower	
4/15/2009	FOR						04/15/09 - 15:36 - 77910	
4/15/2009	FOR						of. Issue Comments: Please advise	
4/15/2009	FOR						on who to foreclose to. Thanks.	
4/15/2009	FOR						Status: Active	
4/15/2009	FOR						04/15/09 - 15:36 - 77910	
4/15/2009	FOR						System updated for the following	

7/29/2009	FOR	12 12020 mg	Doc 8068	10	Filed	02/05/15	Entered	Upper management
7/29/2009	FOR					02/05/15 13:24:22	Exhibit G	BIDDING INSTRUCTIONS (609) COMPLETED 07/29/09
7/29/2009	FOR							BIDDING INSTRUCTIONS (609) UNCOMPLETED
7/29/2009	NT	HMPS				T:25101		obama workout package provided in today 30 days to
7/29/2009	NT	HMPS				T:25101		sale (no contact) letter
7/30/2009	DMD					T:22222		00/00/00 00:00:00
7/30/2009	DMD					T:22222		00/00/00 00:00:00
7/30/2009	DMD					T:22222		07/30/09 15:23:01 NO ANS
7/31/2009	DMD					T:22222		00/00/00 00:00:00
7/31/2009	DMD					T:22222		00/00/00 00:00:00
7/31/2009	DMD					T:22222		07/31/09 08:50:51 NO ANS
7/31/2009	FOR							07/31/09 - 15:30 - 62811
7/31/2009	FOR							Comments: Underwriter has not
7/31/2009	FOR							finished reviewing Docs. .
7/31/2009	FOR							Status: Active, approval not
7/31/2009	FOR							required.
7/31/2009	FOR							07/31/09 - 15:30 - 62811
7/31/2009	FOR							System updated for the following
7/31/2009	FOR							event: User has reprojected the
7/31/2009	FOR							step Results of Indemnification
7/31/2009	FOR							Request to 8/4/2009. Reason: Other.
8/4/2009	DM					T:00000		EARLY IND: SCORE 226 MODEL EIFRC
8/4/2009	DMD					T:22222		00/00/00 00:00:00
8/4/2009	DMD					T:22222		00/00/00 00:00:00
8/4/2009	DMD					T:22222		08/04/09 12:24:20 NO ANS
8/5/2009	DMD					T:22222		00/00/00 00:00:00
8/5/2009	DMD					T:22222		00/00/00 00:00:00
8/5/2009	DMD					T:22222		08/05/09 08:04:01 NO ANS
8/5/2009	FOR							08/04/09 - 15:10 - 62811
8/5/2009	FOR							Comments: 8/4/2009 sent add'l docs
8/5/2009	FOR							and asked them to proceed w/claim
8/5/2009	FOR							. Status: Active, approval not
8/5/2009	FOR							required.
8/5/2009	FOR							08/04/09 - 15:10 - 62811
8/5/2009	FOR							System updated for the following
8/5/2009	FOR							event: User has reprojected the
8/5/2009	FOR							step Results of Indemnification
8/5/2009	FOR							Request to 8/11/2009. Reason: Other.
8/5/2009	FOR							08/05/09 - 11:32 - 59125
8/5/2009	FOR							User has updated the system for the

Exhibit H

Homecomings Financial

A GMAC Company
PO Box 205
Waterloo, IA 50704-0205

05/13/08

CONRAD P BURNETT

458 LAKEVIEW LN
BOYCE VA 22620-3171

RE: Account Number [REDACTED] 8818
Property Address 458 LAKEVIEW LANE
BOYCE VA 22620

Dear CONRAD P BURNETT

The repayment plan we previously established at your request has been canceled for one or more of the following reasons:

☐ The payment received does not represent the correct amount as specified in the signed repayment agreement.

☒ The payment was not received by the payment due date as specified in the signed repayment agreement.

☐ The signed repayment agreement has not been received.

☐ The required contribution has not been received.

Notice -- This is an attempt to collect a debt and any information obtained will be used for that purpose. If your debt has been discharged in bankruptcy, our rights are being exercised against the collateral for the above-referenced loan, not as a personal liability.

At this time, the default proceedings will resume. If you wish to discuss the status of your account or the canceled payment plan, please contact the Loss Mitigation Department at 800-799-9250, extension .

Loss Mitigation Department
Loan Servicing

5:86

Exhibit I

Homecomings Financial

AGMAC Company

6/5/2008

6/5/2008

CONRAD P BURNETT
458 LAKEVIEW LN
BOYCE VA 22620-3171

Re: Loan Number [REDACTED] 8818

Property 458 LAKEVIEW LANE
BOYCE VA 22620

Dear CONRAD P BURNETT:

This Repayment Agreement, ('Agreement'), Made 6/5/2008, (the 'Effective Date'), between CONRAD P BURNETT and Homecomings Financial, LLC, ('Lender') and amends and supplements (1) the Mortgage, Deed of Trust to Secure Debt, (the 'Security Instrument'), dated 04/10/06 and (2) the promissory note ('Note') bearing the same date as , and secured by, the Security Instrument which covers the real and personal property described in the Security Instrument.

Borrower acknowledges that Lender is the legal holder and owner of the Note and Security Instrument and further acknowledges that if Lender transfers the Note, as amended by this Agreement, the transferee shall be the 'Lender' as defined in this Agreement.

In consideration for the mutual promises and agreements exchanged, the parties hereto agree as follows, (notwithstanding anything to the contrary in the Note or Security Instrument):

1. Payments must be received on or before the due date of Agreement or this Agreement will be null and void.
2. All payments must be mailed to:

Homecomings Financial, LLC
Attn: Payment Processing Center
3451 Hammond Avenue
Waterloo, IA 50702

3. There presently remains an outstanding indebtedness to the Lender pursuant to a note (the 'Note') and mortgage (the 'Mortgage') or equivalent Security Instrument executed on 04/10/06 in the original principal amount of \$352,000.00.

To be
Adjusted

We will require you to make 2 payments at a modified payment amount. At the conclusion of the scheduled payments below, we will review your situation to determine the best option for resolving the remaining delinquency. Your payments are due and payable as follows:

Date	Amount:
06/18/08	\$ 2650
07/18/08	\$ 2650

All payments remitted under this trial plan must be in the form of certified funds (cashier's check, money order, or Western Union Quick Collect)

4. If a notice of a new or subsequent Bankruptcy is filed during the payments, this Agreement will automatically be voided.
5. We will honor the Agreement if all of the described conditions and requirements are met. If at any time you fail to comply with any of the above-described conditions and requirements, this Agreement will be considered null and void and will resume foreclosure.

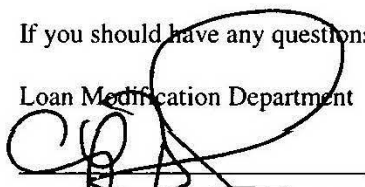
Please sign and return this Agreement by 06/18/08.

If the Agreement is cancelled, terminated, or rescinded for any reason, funds remitted will not be refunded and the Loan Modification will not be processed. Any funds received will be applied to the loan.

It is expressly understood and agreed that the default is not cured or waived by acceptance of any monies paid hereunder.

If you should have any questions, please contact me at 1-800-799-9250.

Loan Modification Department


CONRAD BURNETT

6-17-08

Date

Date

Upon receipt of the trial plan, we will also execute indicate our concurrence with this agreement.

Homecomings Financial, LLC

Date

Fax to: 1-866-290-7826

Exhibit J

Homecomings Financial

A GMAC Company

10/20/2008

CONRAD P BURNETT
458 LAKEVIEW LN
BOYCE VA 22620-3171

Re: Loan Number [REDACTED] 8818

Property 458 LAKEVIEW LANE
BOYCE VA 22620

Dear CONRAD P BURNETT:

This Repayment Agreement, ('Agreement'), Made 10/20/2008, (the 'Effective Date'), between CONRAD P BURNETT and Homecomings Financial, LLC, ('Lender') and amends and supplements (1) the Mortgage, Deed of Trust to Secure Debt, (the 'Security Instrument'), dated 04/10/06 and (2) the promissory note ('Note') bearing the same date as , and secured by, the Security Instrument which covers the real and personal property described in the Security Instrument.

Borrower acknowledges that Lender is the legal holder and owner of the Note and Security Instrument and further acknowledges that if Lender transfers the Note, as amended by this Agreement, the transferee shall be the 'Lender' as defined in this Agreement. * UPON PROOF OF OWNERSHIP BY LENDER / PROVIDING

ALL ORIGINAL SETTLEMENT DOCUMENTS.

In consideration for the mutual promises and agreements exchanged, the parties hereto agree as follows, (notwithstanding anything to the contrary in the Note or Security Instrument):

1. Payments must be received on or before the due date of Agreement or this Agreement will be null and void.

2. All payments must be mailed to:

Homecomings Financial, LLC
Attn: Payment Processing Center
3451 Hammond Avenue
Waterloo, IA 50702

3. There presently remains an outstanding indebtedness to the Lender pursuant to a note (the 'Note') and mortgage (the 'Mortgage') or equivalent Security Instrument executed on 04/10/06 in the original principal amount of \$352,000.00.

* TILA *

4. Lender has instituted foreclosure proceedings against the property securing the indebtedness which will continue to be in full force and effect until the default described herein are cured except as otherwise provided in this agreement.

** SECURED PARTY HAS CONTESTED FORECLOSURE IN WRITING TO 3RD PARTY INTERLOPER DEMANDING VALIDATION, PROOF OF NOTE OWNERSHIP.*

5. Lender agrees to suspend foreclosure activity on the delinquent account provided that you execute and return this Agreement and the initial payment toward the delinquency in the amount of \$2642.28 no later than 10/18/08.

We will require you to make 2 payments at a modified payment amount. At the conclusion of the scheduled payments below, we will review your situation to determine the best option for resolving the remaining delinquency. Your payments are due and payable as follows:

Date	Amount:
10/18/08	\$ 2642.28
11/18/08	\$ 2642.28

*PAID 10/16/08
WESTERN UNION*

All payments remitted under this trial plan must be in the form of certified funds (cashier's check, money order, or Western Union Quick Collect)

6. If a notice of a new or subsequent Bankruptcy is filed during the payments, this Agreement will automatically be voided.

7. We will honor the Agreement if all of the described conditions and requirements are met. If at any time you fail to comply with any of the above-described conditions and requirements, this Agreement will be considered null and void and will resume foreclosure.

Please sign and return this Agreement by 10/18/08.

If the Agreement is cancelled, terminated, or rescinded for any reason, funds remitted will not be refunded and the Loan Modification will not be processed. Any funds received will be applied to the loan.

It is expressly understood and agreed that the default is not cured or waived by acceptance of any monies paid hereunder.

If you should have any questions, please contact me at 1-800-799-9250.

Loan Modification Department

Conrad P. Burnett

10-23-08

CONRAD P BURNETT

Date

Date

Secured Party Creditor

UCC-3-402 (B)(1)

Upon receipt of the trial plan, we will also execute indicate our concurrence with this agreement.

*THIS DOCUMENT NEEDS TWO SIGNATURES TO BE VALID *TATIANA LENDING ACT**

Exhibit K

November 11, 2008

Homecomings Financial / GMAC
Its Successors, and/or Assigns
ATTN: Customer Care
PO Box 1330
Waterloo, IA 50704-1330

Certified US Mail w/Return Receipt Requested
7001 1940 0005 5628 6372

Re: Conrad Burnett
458 Lakeview Lane, Boyce, Virginia 22620

Loan Account Number: [REDACTED] 8818

To whom it may concern:

I am working with Society For Preservation of Continued Homeownership, a NJ Nonprofit, 501c3 Advocacy on a plan to resolve our mortgage delinquency. We hereby authorize you to release any and all information concerning our account to it at their request.

This is a "qualified written request" under Section 6 of the Real Estate Settlement Procedures Act (RESPA). I understand that under Section 6 of RESPA, you are required to acknowledge my request within 20 business days following your receipt of this letter as evidenced by the United States Postal Service receipt as identified above, and must try to resolve the issue within 60 days.

I am writing because I believe my loan may have been originated in violation to Unfair and Deceptive Acts and Practices Statutes, and possibly in violation to state and federal lending law.

Please provide the following documents IN FULL SIZE and information as indicated on Page 2 and Page 3 of this Qualified Written Request. Please send these documents and loan account information via US Mail to:

David M. Petrovich, S.P.O.C.H., PO Box 142, Oakhurst, NJ 07755.

You may contact him at: 732-571-9464. Thank you, in advance.

Sincerely,

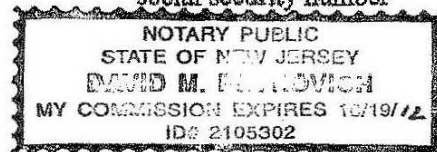


Conrad Burnett
Conrad Burnett



social security number

social security number



1 CERT HAS
TRUE COPY

QWR page 2.

Loan Number : [REDACTED] 8818

1. Mortgage Note with endorsements, modifications, attachments, riders, addendum, etc. which state the terms of the loan and interest rate, and changes
2. Mortgage/Deed of Trust / Security Instrument .
3. Mortgage Insurance Certificate
4. HUD1 / Settlement Sheet and Addendum (estimated and final).
5. Rescission Notice (if applicable).
6. FEMA Standard Flood hazard Determination
7. Hazard Insurance documents
8. Final Truth In Lending disclosure (TIL) for each
9. Initial Truth In Lending disclosure
10. Section 32 disclosures
11. Mortgage Application (FNMA 1003) or Uniform Residential Loan Application
12. Good Faith Estimates (GFE)
13. Origination Appraisal
14. Survey or Platt
15. Title Commitment and/or Title Policy
16. All State disclosures
17. Home Owners Insurance declaration page
18. All notices of delinquency and foreclosure for each
19. **Complete Life of Loan Payment History in Plain Language**
19. **Complete Life of Loan Payment History in Plain Language**

QWR page 3.

Loan number : [REDACTED] 8818

Please provide the following information as part of this QWR.

1. Identify the Mortgage Investor, Investor Loan Number, and PMI
2. Copy of the Pooling and Servicing Agreement (if applicable)
3. Late Charges Due
4. Foreclosure Fees and Costs Due
5. Other Unpaid Charges
6. Balance in Suspense Account
7. Total Arrears as of the date of this QWR
8. Date of Most Recent BPO or Appraisal
9. BPO or Appraisal Value
10. Foreclosure Status:
11. Sale Date (if scheduled)
12. Direct Contact information for THE empowered representative for this mortgage loan account (name, telephone, FAX, and Email)

Exhibit L

11/21/08 16:00 0000445 20081215 DUBM101 MDPH LT 1 02 COM DUBM100007 146316 LT



CONRAD P BURNETT
458 LAKEVIEW LN
BOYCE VA 22620-3171
BOYCE VA 22620-3171



RE: Account Number [REDACTED] 8818
Property Address 458 LAKEVIEW LANE
BOYCE, VA 22620

IMPORTANT INFORMATION REGARDING YOUR MORTGAGE

Dear CONRAD P BURNETT:

As we previously notified you, your loan has been modified as we agreed. Enclosed is the Loan Modification Agreement that we said we would provide. We must receive the signed and notarized Loan Modification Agreement by December 31, 2008.

Highlights of the enclosed Loan Modification Agreement and instructions for completing and returning it are as follows:

- Your account has been immediately brought current.
- The interest rate has been reduced to 5.78106%.
- The first modified payment begins 1/1/2009, in the amount of \$2,456.87.
- All outstanding late charges on your account have been waived.
- Do NOT sign the enclosed Loan Modification Agreement unless you are in the presence of a notary. This document must be signed in the presence of a notary and (if applicable) other witnesses. All of the documents must be executed and the signatures must be exactly as the way the names are typed.
- The signed and notarized Loan Modification Agreement should be returned using the enclosed pre-paid overnight envelope.
- If any modification closing costs are more than projected, the difference will be assessed to the account.
- All miscellaneous fees and costs - excluding late charges - may not have been included in the loan modification and will remain outstanding.

If you have any questions regarding this modification offer, please contact a modification specialist directly at 1.866.262.5363 (Monday - Friday 8:00 a.m. to 8:00 p.m., Central Time).

Loan Modification Specialist
Loan Servicing

Enclosures

Note: This is an attempt to collect a debt and any information obtained will be used for that purpose. If your debt has been discharged in bankruptcy, our rights are being exercised against the collateral for the above-referenced loan, not as a personal liability.



[Space Above This Line For Recorder's Use]

FIXED RATE LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") made this 12/1/2008, ("Effective Date") between CONRAD P BURNETT ("Borrower") and Homecomings Financial, LLP ("Lender"), amends and supplements that certain promissory note ("Note") dated 4/10/2006, in the original principal amount of Three Hundred Fifty Two Thousand Dollars and No Cents (\$352,000.00), executed by Borrower. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the same date as the Note, and recorded in the real property records of CLARKE County, VA. Said Security Instrument covers the real and, if applicable, personal property described in such Security Instrument (the "Property") located at 458 LAKEVIEW LANE, BOYCE, VA 22620, which real property is more particularly described as follows:

Borrower acknowledges that Lender is the legal holder and the owner of the Note and Security Instrument and further acknowledges that if Lender transfers the Note, as amended by this Agreement, the transferee shall be the "Lender" as defined in this Agreement.

Borrower has requested, and Lender has agreed, to extend or rearrange the time and manner of payment of the Note and to extend and carry forward the lien(s) on the Property whether or not created by the Security Instrument.

Now, therefore, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. Borrower acknowledges that as of the Effective Date, the amount payable under the Note and secured by the Security Instrument (the "Principal Balance") is Three Hundred Sixty Seven Thousand Two Hundred Ninety Five Dollars and Forty Seven Cents (\$367,295.47). Borrower hereby renews and extends such indebtedness and promises to pay jointly and severally to the order of Lender the Principal Balance, consisting of the amount(s) loaned to Borrower by Lender and any accrued but unpaid interest capitalized to date.

2. Interest will be charged on the unpaid Principal Balance until the full amount of principal has been paid. Borrower will pay interest at the rate of 5.78106% per year from the Effective Date.

3. Borrower promises to make monthly principal and interest payments of \$2,227.79, beginning on 1/1/2009, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on 4/1/2036 (the "Maturity Date"), Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date. Borrower will make such payments at 3451 Hammond Avenue, Waterloo, IA 50702 or at such other place as Lender may require. The amounts indicated in this paragraph do not include any required escrow payments for items such as hazard insurance or property taxes; if such escrow payments are required the monthly payments will be higher and may change as the amounts required for escrow items change.

4. If Lender has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, Borrower will pay a late charge to Lender. The amount of the charge will be the late charge percentage provided for in the Note multiplied by the overdue payment of principal and interest required under this Agreement. Borrower will pay this late charge promptly but only once on each late payment. The late charge is not in lieu of any other remedy of Lender, including any default remedy.

5. It is the intention of the parties that all liens and security interests described in the Security Instrument are hereby renewed and extended (if the Maturity Date of the original Note has been changed) until the indebtedness evidenced by the Note and this Agreement has been fully paid. Lender and Borrower acknowledge and agree that such renewal, amendment, modification, rearrangement or extension (if applicable) shall in no manner affect or impair the Note or liens and security interests securing same, the purpose of this Agreement being simply to modify, amend, rearrange or extend (if applicable) the time and the manner of payment of the Note and indebtedness evidenced thereby, and to carry forward all liens and security interests securing the Note, which are expressly acknowledged by Borrower to be valid and subsisting, and in full force and effect so as to fully secure the payment of the Note.

6. If all or any part of the Property or any interest in it is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower



in a bill of sale, contract for deed, installment sales contract or other document, the intent of which is transfer of title by Borrower at a future date to a purchaser.

7. As amended hereby, the provisions of the Note and Security Instrument shall continue in full force and effect, and the Borrower acknowledges and reaffirms Borrower's liability to Lender thereunder. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instrument, this Agreement shall govern. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement, including but not limited to, in the case of the Borrower, the obligation to pay items such as taxes, insurance premiums or escrow items, as applicable. Any default by Borrower in the performance of its obligations herein contained shall constitute a default under the Note and Security Instrument, and shall allow Lender to exercise all of its remedies set forth in said Security Instrument.

8. Lender does not, by its execution of this Agreement, waive any rights it may have against any person not a party hereto. This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same Agreement, EACH OF THE BORROWER AND THE LENDER ACKNOWLEDGE THAT NO REPRESENTATIONS, AGREEMENTS OR PROMISES WERE MADE BY THE OTHER PARTY OR ANY OF ITS REPRESENTATIVES OTHER THAN THOSE REPRESENTATIONS, AGREEMENTS OR PROMISES SPECIFICALLY CONTAINED HEREIN. THIS AGREEMENT, AND THE NOTE AND SECURITY INSTRUMENT (AS AMENDED HEREBY) SETS FORTH THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES.



BORROWER ACKNOWLEDGMENT

State of _____
County of _____

On this ____ day of _____, 200__, before me, the undersigned, a Notary Public in and for said county and state, personally appeared CONRAD P BURNETT, personally known to me or identified to my satisfaction to be the person(s) who executed the within instrument, and On this ____ day of _____, 200__, before me, the undersigned, a Notary Public in and for said county and state, personally appeared CONRAD P BURNETT, personally known to me or identified to my satisfaction to be the person(s) who executed the within instrument, and they duly acknowledged that said instrument is their act and deed, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.

Notary Public
My Commission Expires: _____

Homecomings Financial, LLP

By: _____

Title: LIMITED SIGNING OFFICER

LENDER ACKNOWLEDGMENT

State of IOWA
County of BLACKHAWK

On this ____ day of _____, 200__, before me, the undersigned, a Notary Public in and for said county and state, personally appeared KRIS M. CAYA, personally known to me or identified to my satisfaction to be the person who executed the within instrument as Limited Signing Officer of Homecomings Financial, LLP, and they duly acknowledged that said instrument is the act and deed of said entity, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.

Notary Public
My Commission Expires: _____



Exhibit M

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

Claim #1533

Date Filed: 10/22/2012

PROOF OF CLAIM

Name of Debtor:

Leslie G. Sullivan

Case Number:

08 CA 9462 MF

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):

GMAC MORTGAGE LLC

Name and address where notices should be sent:

GMAC MORTGAGE
P.O. Box 900179
Louisville KY 40290-1719

Telephone number:

1-800-766-4673

1-866-690-8322

email: WWW.GMACMORTGAGE.COM

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

Telephone number:

407-666-0644

407-932-1442

email: MANNMAN532@JAN100.COM

1. Amount of Claim as of Date Case Filed: \$

8,990.96

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

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

☐ Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

2. Basis for Claim:

ILLEGAL AND MALICIOUS FORECLOSURE
(MORTGAGE NOTE)

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

5809

3a. Debtor may have scheduled account as:

(See instruction #3a)

3b. Uniform Claim Identifier (optional):

(See instruction #3b)

4. Secured Claim (See instruction #4)

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

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

Describe:

Value of Property: \$ 200,000.00 Annual Interest Rate 4.993% ☐ Fixed ☒ Variable
(when case was filed)

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

if any: \$ 740.00 which was returned - Basis for perfection:
- maliciously and voluntarily.

Amount of Secured Claim: \$

Amount Unsecured: \$

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

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

\$ (See instruction #6)

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

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

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED I

If the documents are not available, please explain:

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

☒ I am the creditor.☐ I am the creditor's authorized agent.☐ I am the trustee, or the debtor, or☐ I am a guarantor, surety,

(Attach copy of power of attorney, if any.)

their authorized agent.

indorser, or other codebtor.

(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: Leslie G. Sullivan

Title: OWNER

Company: SULLIVAN

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

Telephone number: 407-932-1442

Email: MANNMAN532@JAN100.COM

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

☐ Check this box if this claim amends a previously filed claim.

Court Claim

Number: 08 CA 9462

(If known) - MF

Filed on:

☐ 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.

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.

☐ Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier - 11 U.S.C. § 507 (a)(4).

☐ Contributions to an employee benefit plan - 11 U.S.C. § 507 (a)(5).

☐ Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507 (a)(7).

☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507 (a)(8).

☐ Other - Specify applicable paragraph of 11 U.S.C. § 507 (a)().

Amount entitled to priority:

\$

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

RECEIVED

OCT 22 2012

KURTZMAN CARSON CONSULTANTS
COURT USE ONLY

GMAC Mortgage

Date November 21, 2008

Number of pages including cover sheet:

TO: Leslie Sullivan

Phone

Fax Phone 407-932-1442

FROM: GC
GMAC MORTGAGE
3451 Hammond Avenue
Waterloo, IA 50702

Phone 1-800-766-4622

Fax Phone 319-236-5167

Account

Number [REDACTED] 3060

REMARKS:

☐ Urgent

☐ For your
review

☐ Reply ASAP

☐ Please
Comment

☐ See Attached

The information contained in this communication is confidential and privileged proprietary information intended only for the personal and confidential use of the individual or entity to whom it is addressed. If you are not the addressee indicated in this message (or an agent responsible for delivery of the message to such person), you are hereby notified that you have received this communication in error and that any review, dissemination, copying or unauthorized use of this message is strictly prohibited. In such case, you should destroy this message and kindly notify the sender by reply fax. Please advise immediately if you or your employer do not consent to fax messages of this kind. Opinions, conclusions and other information in this message that do not relate to the official business of the Company shall be understood as neither given nor endorsed by it. It is the Company's policy that faxes are intended for and should be used for business purposes only.

10-16-12
"It has been a long time coming,
I have suffered mentally and physically, my tenants
went away without paying me because Mr.
Hean gave them foreclosure papers, they walked
out, looked me in the face and tell me that they
will not pay. I lost over \$74,000.00. I have to go
back for studies." Luke Latta - A L.A.

IN THE CIRCUIT COURT OF THE 9TH JUDICIAL
CIRCUIT, IN AND FOR OSCEOLA COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION
CASE NO:

THE BANK OF NEW YORK MELLON TRUST
COMPANY, NATIONAL ASSOCIATION FKA
THE BANK OF NEW YORK TRUST
COMPANY, N.A. AS SUCCESSOR TO
JPMORGAN CHASE BANK N.A. AS TRUSTEE
FOR RAMP 2005RP2

08 CA 9462 MF

CIVIL ACTION SUMMONS

PLAINTIFF
VS.
LESLIE G. SULLIVAN, ET AL.
DEFENDANT(S)

RECEIVED: DATE: TIME:
PERSON SERVED: Leslie Sullivan
DATE: 10/18/08 TIME: 1634
SERVER: Brent Brown

YOU ARE HEREBY COMMANDED to serve this summons and a copy of the complaint /amended complaint or
petition on defendant(s):

LESLIE G. SULLIVAN
646 REGENCY WAY
KISSIMMEE, FL 34758

~~XX - XX-5809~~

A lawsuit has been filed against you. You have 20 calendar days after this summons is served on you to file
a written response to the attached complaint with the clerk of this court. A phone call will not protect you; your written
response, including the case number given above and the names of the parties, must be filed if you want the court to hear
your side of the case. If you do not file your response on time, you may lose the case, and your wages, money and
property may thereafter be taken without further warning from the court. There are other legal requirements. You may
want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or legal
aid office (listed in the phone book)

If you choose to file a written response yourself, at the same time you file your written response to the court,
you must also mail or take a carbon copy or photocopy of your written response to the "plaintiff's attorney" listed below:

LAW OFFICES OF DAVID J. STERN, P.A.
900 SOUTH PINE ISLAND ROAD SUITE 400
PLANTATION, FL 33324-3920
TELEPHONE: (954) 233-8000

LARRY WHALEY, CLERK OF THE CIRCUIT COURT

DATED: OCT 10 2008

BY: /S/ BW
DEPUTY CLERK OF COURT

08-95874 GMAP

IN THE CIRCUIT COURT OF THE 9TH JUDICIAL
CIRCUIT, IN AND FOR OSCEOLA COUNTY, FLORIDA
GENERAL JURISDICTION DIVISION
CASE NO:

THE BANK OF NEW YORK MELLON TRUST
COMPANY, NATIONAL ASSOCIATION FKA
THE BANK OF NEW YORK TRUST
COMPANY, N.A. AS SUCCESSOR TO
JPMORGAN CHASE BANK N.A. AS TRUSTEE
FOR RAMP 2005RP2

PLAINTIFF

VS.

LESLIE G. SULLIVAN; UNKNOWN SPOUSE
OF LESLIE G. SULLIVAN IF ANY; ANY AND
ALL UNKNOWN PARTIES CLAIMING BY,
THROUGH, UNDER, AND AGAINST THE
HEREIN NAMED INDIVIDUAL
DEFENDANT(S) WHO ARE NOT KNOWN TO
BE DEAD OR ALIVE , WHETHER SAID
UNKNOWN PARTIES MAY CLAIM AN
INTEREST AS SPOUSES, HEIRS, DEVISEES,
GRANTEES OR OTHER CLAIMANTS;
POINCIANA VILLAGE ONE ASSOCIATION,
INC.; ASSOCIATION OF POINCIANA
VILLAGES, INC.; JOHN DOE 1, JANE DOE 1,
JOHN DOE 2 AND JANE DOE 2 AS
UNKNOWN TENANTS IN POSSESSION

DEFENDANT(S)

COMPLAINT TO FORECLOSE MORTGAGE
AND TO ENFORCE LOST LOAN DOCUMENTS

Plaintiff, sues the Defendant(s) and alleges:

COUNT I

1. THIS IS AN ACTION to foreclose a Mortgage on real property in OSCEOLA County, Florida.
2. This Court has jurisdiction over the subject matter herein.
3. On NOVEMBER 13, 1989 LESLIE G. SULLIVAN AND ASNETH S. SULLIVAN, HUSBAND AND WIFE executed and delivered a Promissory Note and a PURCHASE MONEY Mortgage securing payment of the Note to the Payee named thereon.
4. The Mortgage was recorded on NOVEMBER 13, 1989 in Official Records Book 944 at page 2838, of the Public Records of OSCEOLA County, Florida, and mortgaged the property described in it, then owned by and possessed by the Mortgagors, a copy of the Mortgage IS attached hereto as "Exhibit "A". Said mortgage was subsequently assigned to THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION FKA THE BANK OF NEW YORK TRUST COMPANY, N.A. AS SUCCESSOR TO JPMORGAN CHASE BANK N.A. AS TRUSTEE FOR RAMP 2005RP2 by virtue of an assignment to be recorded.
5. The Plaintiff owns and holds the Note and Mortgage.
6. The property is now owned by the Defendant(s), LESLIE G. SULLIVAN, if living and if dead, the unknown spouses, heirs and beneficiaries of LESLIE G. SULLIVAN who hold(s) possession.
7. There is a default under the terms of the note and mortgage for the JUNE 20, 2008 payment and all payments due thereafter.

8. All conditions precedent to the acceleration of this Mortgage Note and to foreclosure of the Mortgage have been fulfilled or have occurred.
9. The Plaintiff declares the full amount payable under the Note and Mortgage to be due.
10. The borrowers owe Plaintiff \$37,519.52 that is due in principal on the Mortgage Note and Mortgage, together with interest from MAY 20, 2008, late charges, and all costs of collection including title search expenses for ascertaining necessary parties to this action and reasonable attorney's fees.
11. Plaintiff is obligated to pay its attorney a reasonable fee for his services rendered.
12. Defendants, John Doe 1, Jane Doe 1, John Doe 2 and Jane Doe 2, may claim an interest in the property described in the Mortgage as tenants pursuant to a lease agreement, either written or oral. Said interest is subject, subordinate, and inferior to the lien of the Mortgage held by Plaintiff.
13. In addition to all other named defendants, the unknown spouses, heirs, devisees, grantees, assignees, creditors, trustees, successors in interest or other parties claiming an interest in the subject property by, through under or against any of said defendants, whether natural or corporate, who are not known to be alive or dead, dissolved or existing, are joined as defendants herein. The claims of any of said parties are subject, subordinate, and inferior to the interest of Plaintiff.
14. The Defendant, POINCIANA VILLAGE ONE ASSOCIATION, INC., is joined because it may claim some interest in or lien upon the subject property by virtue of possible association liens and assessments. Said interest is subject, subordinate, and inferior to the lien of the Mortgage held by the Plaintiff.
15. The Defendant, ASSOCIATION OF POINCIANA VILLAGES, INC., is joined because it may claim some interest in or lien upon the subject property by virtue of possible association liens and assessments. Said interest is subject, subordinate, and inferior to the lien of the Mortgage held by the Plaintiff.
16. The Defendant, UNKNOWN SPOUSE OF LESLIE G. SULLIVAN, is joined because SHE may claim some interest in or lien upon the subject property by virtue of a possible homestead interest. Said interest is subject, subordinate and inferior to the interest of the Plaintiff's mortgage.


WHEREFORE, Plaintiff prays: That an accounting may be had and taken under the direction of this Court of what is due the Plaintiff for principal and interest on said Mortgage and Mortgage Note, and for the costs, charges and expenses, including attorney's fees and title search costs, and advancements which Plaintiff may be put to or incur in and about this suit, and that the Defendants found responsible for same be ordered to pay the Plaintiff herein the amounts so found to be due it; that in default of such payments, all right, title, interest, claim, demand, or equity of redemption of the Defendants and all other persons claiming by, through, under or against said Defendants since the filing of the Lis Pendens herein be absolutely barred and foreclosed and that said mortgage property be sold under the direction of this Court; that out of the proceeds of said sale, the amounts due the Plaintiff may be paid so far as same will suffice; and that a deficiency judgment be entered if applicable and only in the event no Order of Discharge of Personal Liability in Bankruptcy has been entered as to any of the Defendants who signed the subject Note and Mortgage and a Writ of Possession be issued.

the court in default of the payment of the amount found to be due the Plaintiff under the Note and Mortgage, and for other, further and general relief set forth in the Complaint.

3. The property involved is that certain parcel, lot or unit situate, lying and being in OSCEOLA County, Florida, as set forth in the mortgage recorded in Official Records Book 944, at Page 2838, more particularly described as follows:

LOT 13, BLOCK 1394, POINCIANA, NEIGHBORHOOD 1 SOUTH, VILLAGE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 9 THROUGH 16, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

Dated at Plantation, Broward County, Florida, this 8 day of OCT, 2008.


ELSA HERNANDEZ SHUM

Law Offices of David J. Stern, P.A.

Attorney for Plaintiff

900 South Pine Island Road SUITE 400

Plantation, FL 33324-3920

(954) 233-8000

Bar #: 29554

08-95874 GMAP



OFFICE OF FINANCIAL REGULATION

FINANCIAL SERVICES
COMMISSION

CHARLIE CRIST
GOVERNOR

BILL MCCOLLUM
ATTORNEY GENERAL

ALEX SINK
CHIEF FINANCIAL OFFICER

CHARLES BRONSON
COMMISSIONER OF
AGRICULTURE

ALEX HAGER
ACTING COMMISSIONER

October 27, 2008

Ms. Elsa Hernandez Shum
Law Offices of David J. Stern, P.A.
900 South Pine Island Road, Suite 400
Plantation, FL 33324-3920

RE: Case #1658 - Leslie G. Sullivan, Loan # [REDACTED] 3060, 650 Royalty Court, Kissimmee, FL
34759 - Case #08 CA 9462 MF

Dear Ms. Shum:

Please be advised that this Office is in receipt of the attached complaint filed by Mr. Sullivan.

According to Mr. Sullivan, he has made remittance towards his loan totaling \$6,100 since August 23, 2003, in accordance with a verbal agreement made with a GMAC representative named, Shea. However, it appears that at least one payment was returned.

I note an Exhibit "B" included in Mr. Sullivan's documents that indicate his scheduled payment to be approximately \$391 per month. In Count one of the foreclosure document, it states that delinquency began in June of 2008. My question is, "How did GMAC determine his delinquency if the individual has been attempting to pay more than the scheduled amount since August 2008"?

It would, therefore, be appreciated if you would: 1) Provide this Office with a detailed schedule of payments made by Mr. Sullivan; and, 2) With the current financial crisis embroiling the country, please explain why GMAC would refuse payment.

In view of the situation, I would also like to know why/if GMAC has attempted to enter into a written modification or restructuring arrangement with Mr. Sullivan.

Your prompt attention is appreciated.

Sincerely,

Richard A. Roll
Area Financial Manager
Bureau of Finance Regulation
Orlando Regional Office

RAR:bg

Attachment

cc: GMAC Mortgage LLC ✓
Leslie Sullivan

THIS INSTRUMENT PREPARED BY:

OR 944: P62838

LOAN NO. 1127721-7

A. RILSON

WHEN RECORDED MAIL TO:

HOME SAVINGS OF AMERICA

P.O. BOX 7075

PASADENA, CALIFORNIA 91109-7075

ADJUSTABLE RATE MORTGAGE LOAN

This Mortgage, made this 13th day of NOVEMBER 1989, between

the Mortgagor,
LESLIE G. SULLIVAN AND ASNETH S. SULLIVAN, HUSBAND AND WIFEherein called Borrower whose address is 26 OAKCREST ROAD
HYDE PARK, MASS 02136

and the Mortgagee, HOME SAVINGS OF AMERICA, F.A., a corporation herein called LENDER, whose address is P.O. Box 7075, Pasadena, California 91109-7075.

WHEREAS, Borrower is indebted to Lender in the principal sum of

\$6,400.00


SIXTY-FOUR THOUSAND FOUR HUNDRED AND NO/100 Dollars,

which indebtedness is evidenced by Borrower's Note of even date herewith (herein "Note"), providing for payment of principal and interest

NOW THEREFORE, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of OSCEOLA in the State of Florida,

LOT 13, BLOCK 1394, POINCIANA, NEIGHBORHOOD 1 SOUTH, VILLAGE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 9 THROUGH 16, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

The above described property is not the homestead of the mortgagor. The mortgagor resides at 26 Oakcrest Road, Hyde Park, Mass 02136.

Documentary Tax Pd. \$ 99.100
\$ 133.50 Intangible Tax Pd.
MEL WILLS JR., CLERK OF COURT
OSCEOLA COUNTY BY 

Together with all interest which Borrower now has or may hereafter acquire in or to said property, and in and to: (a) all easements and rights of way appurtenant thereto; and (b) all buildings, structures, improvements, fixtures and appurtenances now or hereafter placed thereon, including, but not limited to, all apparatus and equipment, whether or not physically affixed to the land or any building, used to provide or supply air-cooling, air-conditioning, heat, gas, water, light, power, refrigeration, ventilation, laundry, drying, dishwashing, garbage disposal, or other services; and all waste vent systems; antennas, pool equipment, window coverings, drapes and drapery rods, carpeting and floor coverings, shutters, ranges, ovens, water heaters and attached cabinets, a being intended and agreed that such items be or be closely deemed to be affixed to and to be part of the real property that is conveyed hereon; and (c) all water and water rights (whether or not appurtenant) and shares of stock pertaining to such water or water rights, ownership of which affects said property. Borrower agrees to execute and deliver, from time to time, such further instruments as may be requested by Lender to confirm the lien of this Mortgage on any such properties. The properties mortgaged, granted, and conveyed to Lender hereunder, are hereinafter referred to as "such property".

The Borrower absolutely and irrevocably grants, transfers and assigns to Lender the rents, income, issues, and profits of all property covered by this Mortgage.

Borrower covenants that Borrower is lawfully seized of the estate herein conveyed and has the right to mortgage, grant and convey such property, that such property is unencumbered, and that Borrower will warrant and defend generally the title to such property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in such property.

FOR THE PURPOSE OF SECURING

(1) Payment of the sum of \$

with interest thereon, according to the terms of a promissory

note of even date herewith and having a final maturity date of

made by Borrower.

payable to Lender in cash and all modifications, extensions, or renewals thereof. Payment of such additional sums with interest thereon as may be hereafter Borrowed from Lender by the then record owner of such property and evidenced by a promissory note or notes maturing if or they are so secured and all modifications, extensions or renewals thereof; or (b) as may be incurred, paid out, or advanced by Lender, or may otherwise be due to Lender under any provisions of this Mortgage and all modifications, extensions or renewals thereof. (2) Performance of each agreement of Borrower contained herein or incorporated herein by reference or contained in any agreement executed by Borrower relating to the loan secured hereby (4) Performance, if the loan secured hereby or any part thereof is for the purpose of constructing improvements on such property, of each provision or agreement of Borrower contained in any construction agreement or other agreement between Borrower and Lender relating to such property (5) The performance and the, by Borrower of all of the covenants and agreements required to be kept, performed by Borrower, and to the terms of any and all other instruments creating Borrower's interest in or defining Borrower's right in respect to such property. (6) Compliance by Borrower with each and every monetary provision to be performed by Borrower under any declaration of covenants or conditions or restrictions pertaining to such property, and upon written request of Lender, the enforcement by Borrower of any covenant to pay maintenance or other charges, if the same have not been paid or legal steps taken to enforce such payment within sixty (60) days after such written request is made. (7) At Lender's option, payment, with interest thereon of any other present or future indebtedness or obligation of Borrower or any successor in interest of Borrower to such property due to Lender, whether created directly or acquired by foreclosure or otherwise, whether due or not, whether otherwise secured or not, or whether existing at the time of the execution of this Mortgage or arising thereafter, the existence of such indebtedness or obligation being evidenced by a note or notes payable to Lender or any successor in interest of Lender. (8) Performance of all agreements of Borrower to pay taxes and charges to the Lender which have not been so paid by Borrower or any successor in interest of Borrower. (9) Payment of charges, as allowed by law when such charges are made, but any of the same regarding the obligation secured hereby

GMAC MORTGAGE, LLC

GMAC MORTGAGE, LLC
1100 VIRGINIA DRIVE
FT. WASHINGTON, PA 19034

Loan No.:

 3060

Mortgagor (s), SSN:

LESLIE G. SULLIVAN
UNKNOWN SPOUSE OF LESLIE G. SULLIVAN

Property Address:

650 ROYALTY CT., KISSIMMEE, FL 34759

Original Balance:

\$664,000.00

Origination Date:

NOVEMBER 13, 1989

P&I Payment Amount:

\$390.96

Interest Rate (Percent):

5.580%

Loan Term (mo/yr):

360 term

EXHIBIT "B"

Section I: Requester/Originator Information				
Name Leslie Sullivan		Telephone # 407 932 1442		Date Wire to be Sent 10/10/08
Address 646 Regency Way		City Kissimmee	State FL	Zip 3458
Customer ID Type 1. Driver License	ID# 5415527471820	Issue State/Country 1. FL/USA	Issue Date 1. 3/22/07	Expiration Date 1. 5/22/11
Method of Signature Verification (If Applicable) 2. Card/Visa		Sign Card		
Section II: Associate Accepting Wire				
Associate Name Carmaris Santana		Phone and Fax # 407 933 7717/4276	Unit Co#/CC# 075010905	Date 10/10/08
Time 440pm		Approval (required)/Market Approval (if required)		
Callback Required if Phone, Fax or Letter <input type="checkbox"/> Yes <input type="checkbox"/> N/A		Name/Number of Person Contacted		Date/Time
Callback Completed by:				
Section III: Domestic Payment Instructions				
Amount of Wire \$3000.00	Debit Account Type (circle one) CHKG SAV ICA GL	Serial # (For ICA/GL) or Repetitive ID#	Source <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input checked="" type="checkbox"/> Letter	OTC
Account to Debit State 9866 FL	Available Balance \$3156.08	Account Title Leslie Sullivan Sondra Sullivan		
Overdraft Amount \$	Overdraft Approved by (Name & Signature)	Date 10/10/08	Wire Fee \$25.00	
Section IV: International Payment Instructions: <input type="checkbox"/> Check here if funds must be sent in US Dollars				
USD Amount of Wire \$	Country	Rate	Foreign Currency Code	Foreign Currency Amount
Debit Account Type (circle one) CHKG SAV ICA GL	Serial # (For ICA/GL) or Repetitive ID#	FX Reference ID (If Applicable)	Source <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter	OTC
Account to Debit State \$	Available Balance	Account Title		
Overdraft Amount \$	Overdraft Approved by (Name & Signature)	Date	Wire Fee \$	
Section V: Wire Information				
Beneficiary Name GMAC Mortgage		Beneficiary Account # OR IBAN (if IBAN no further Beneficiary Bank information is required) 1175		
Beneficiary Address: Street 3451 Hammond Ave	City Waterloo	State IA	Country USA	Zip 50704
Beneficiary Bank Name JP Morgan Chase		ABA #	ID 0021	
Beneficiary Bank Address: Street	City NY	State NY	Country USA	Zip
Additional Instructions (Attention To, Phone Advice, Customer Reference, Contact Upon Arrival) Credit acct # 3060 650 Royalty Ct				
Send Thru Bank/IBK (if available)		ABA # or SWIFT or National ID		
Send Thru Bank Address: Street	City	State	Country	Zip
Section VI: Customer Approval				
I authorize Bank of America to transfer my funds as set forth in the instructions noted herein (including debiting my account if applicable), and agree that such transfer of funds is subject to the Bank of America standard transfer agreement (see reverse side) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided in Section IV, or, if no rate is entered, the rate provided by Bank of America at the time the wire transfer is sent.				
Customer's Signature Leslie Sullivan		Date of Request: 10/10/08		
Section VII: Wire System Entry/Verification				
Wire Entered by: Name/Signature (attach BFT screen prints) Carmaris Santana		BAT Approval Authorization # (if applicable)		
Print: Carmaris Santana	Signature: Carmaris Santana	BFT System Time 15:55:25	BFT Sequence # 3324	
Date of Entry and Verification	Verified By (Name/Signature) (Print Verification Screen)	BFT System Time		
Print:	Signature:			

Note: Purpose of Wire must be disclosed if sent to an OFAC blocked country - See OFAC in PRO

Name: Leslie Sullivan		Telephone #		12-12020-mg Doc 8068-16 Filed 02/05/15 Entered 02/05/15 13:24:22 Exhibit M	
Address: 646 Regency Way		Pg 12 of 23		State: FL Zip: 34758	
Customer ID Type: Driver License	ID#: 345527471820	Issue State/Country: 1. FL/USA	Issue Date: 1. 3/22/07	Expiration Date: 1. 5/22/11	
2. SOA Chk Card		Method of Signature Verification (If Applicable): Sign Card			
Section II: Associate Accepting Wire					
Associate Name: Demaris Santana		Phone and Fax #: 407-933-7717 / 4276	Unit Co#/CC#: 075010904	Date: 10/25/08	Time:
Callback Required if Phone, Fax or Letter <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A		Name/Number of Person Contacted:		Date/Time:	Approval (required)/Market Approval (if required):
Callback Completed by:					
Section III: Domestic Payment Instructions					
Amount of Wire: \$3340.00	Debit Account Type (circle one): <input checked="" type="checkbox"/> CHKG <input type="checkbox"/> SAV <input type="checkbox"/> ICA <input type="checkbox"/> GL	Serial # (For ICA/GL) or Repetitive ID#:		Source: <input checked="" type="checkbox"/> OTC <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter	
Account to Debit: [Redacted] 3166 MA	State:	Available Balance:	Account Title: Leslie Sullivan, Sontra Sullivan		
Overdraft Amount: \$	Overdraft Approved by (Name & Signature):		Date: 10/25/08	Wire Fee: \$25.00	
Section IV: International Payment Instructions: <input type="checkbox"/> Check here if funds must be sent in US Dollars					
USD Amount of Wire: \$	Country:	Rate:	Foreign Currency Code:	Foreign Currency Amount:	
Debit Account Type (circle one): <input checked="" type="checkbox"/> CHKG <input type="checkbox"/> SAV <input type="checkbox"/> ICA <input type="checkbox"/> GL	Serial # (For ICA/GL) or Repetitive ID#:		FX Reference ID (If Applicable):	Source: <input type="checkbox"/> Fax <input type="checkbox"/> Phone <input type="checkbox"/> Letter	<input type="checkbox"/> OTC
Account to Debit:	State:	Available Balance:	Account Title:		
Overdraft Amount: \$	Overdraft Approved by (Name & Signature):		Date:	Wire Fee: \$	
Section V: Wire Information					
Beneficiary Name: GMAC Mortgage		Beneficiary Account # or IBAN (if IBAN, no further Beneficiary Bank information is required): [Redacted] 1175			
Beneficiary Address: Street: 3451 Hammond Ave	City: Waterloo	State: IA	Country: USA	Zip: 50704	
Beneficiary Bank Name: JP Morgan Chase		ABA # or SWIFT or National ID: [Redacted] 0021			
Beneficiary Bank Address: Street:		City: NY	State: NY	Country: USA	Zip:
Additional Instructions (Attention To: Phone Advise, Customer Reference, Contact Upon Arrival): Credit Adv # [Redacted] 3060 650 Royalty Ct					
Send Thru Bank/IBK (if available):			ABA # or SWIFT or National ID:		
Send Thru Bank Address: Street:		City:	State:	Country:	Zip:
Section VI: Customer Approval					
I authorize Bank of America to transfer my funds as set forth in the instructions noted herein (including debiting my account if applicable), and agree that such transfer of funds is subject to the Bank of America standard transfer agreement (see reverse side) and applicable fees. If this is a foreign currency wire transfer, I accept the conversion rate provided in Section IV, or, if no rate is entered, the rate provided by Bank of America at the time the wire transfer is sent.					
Customer's Signature: Leslie C. Sullivan				Date of Request: 10/25/08	
Section VII: Wire System Entry/Verification					
Wire Entered by: Name/Signature (attach BFT screens prints): Demaris Santana		BAT Approval Authorization # (if applicable):		BFT System Time: 10.11.31	
Print: [Signature]		Signature: [Signature]		BFT Sequence #: [Redacted] 0432	
Date of Entry and Verification:	Verified By (Name/Signature) (Print Verification Screen):			BFT System Time:	
Print:	Signature:				

Note: Purpose of Wire must be disclosed if sent to an OFAC blocked country - See OFAC in PRO





BILL McCOLLUM
ATTORNEY GENERAL
STATE OF FLORIDA

Office of Citizen Services
The Capitol
Tallahassee, Florida 32399-1050

Telephone: (850) 414-3990
Fax: (850) 410-1630

November 5, 2010

Mr. Leslie G. Sullivan
646 Regency Way
Kissimmee, Florida 34758

Dear Mr. Sullivan:

Florida Attorney General Bill McCollum received your correspondence regarding GMAC Mortgage and The Law Offices of David J. Stern. Attorney General McCollum asked that I respond.

The Attorney General's Office is conducting a civil investigation into the activities of the above-named company, pursuant to Florida's Deceptive and Unfair Trade Practices Act. I am contacting you because you have filed a complaint with our office.

I am enclosing an affidavit form for the **Law Offices of David J. Stern**. Regardless of whether or not your complaint has been resolved, please review and complete the form. It is important that you complete the enclosed affidavit in its entirety and that you **sign the affidavit in the presence of a Notary Public**. You **MUST** have the affidavit notarized in order for us to utilize your complaint during our investigation. If you have any questions, please feel free to contact me at the address or telephone number listed below.

Upon completion of the affidavit please forward the original signed and notarized affidavit to:

Office of the Attorney General
Economic Crimes Division
Attn: Mark Briesemeister
110 Southeast 6th Street, 10th Floor
Fort Lauderdale, Florida 33301

Regarding GMAC, you may wish to contact the Office of the Comptroller of the Currency (OCC). The OCC, a part of the United States Department of the Treasury, charters and regulates over 2,500 national banks. You may contact OCC's Customer Assistance Group toll free at (800) 613-6743 or by email at: *Customer.Assistance@occ.treas.gov*. The address is 1301 McKinney Street, Suite 3450, Houston, Texas 77010.

Fax 713 336 4301

STATE OF FLORIDA
OFFICE OF THE ATTORNEY GENERAL BILL MCCOLLUM
LAW OFFICES OF DAVID J. STERN, P.A. and DAVID J. STERN,
INDIVIDUALLY
AG #: L10-3-1145

AFFIDAVIT

BEFORE ME, the undersigned authority, this day personally appeared:

NAME (Mr./Mrs./Ms.) _____
Print or type name

ADDRESS 646 Regency Way, Kissimmee, FL 34758

TELEPHONE - Home (407) 932-1442 Work (407) 666-0644

to me well known, and who, after being duly sworn and deposed, upon his/her personal knowledge, states as follows:

Are you 60 years old or older? ☒ Yes ☐ No

Are you disabled? ☐ Yes ☒ No

I have a complaint against Mr. EISA HERNANDEZ Shum & Law Offices of
Mr. DAVID J. Stern, P.A. 900 S. Pine Island Rd, Suite 400, Plantation FL -
GMAC MORTGAGE LLC. 800.766.4622 - 33324-3921
(person/ company name, address, and telephone)

P.O. Box 9001719, Louisville, KY 40390-1719

2. I first learned of this person or company through (example – Foreclosure proceedings, bankruptcy, etc.)

Foreclosure Proceedings
(Please attach the advertisement, mailing piece or other documents received)

3. Did this company ever contact you? ☐ Yes ☒ No. If yes, date of contact

To Send A Payment via Quick Collect®

Para enviar un pago por Quick Collect®

WESTERN UNION

Card Members Fill Out Yellow Shaded Area Only / Los tarjetahabientes solamente necesitan llenar el área amarilla

WESTERN UNION® GOLD OR PREFERRED CARD NUMBER

Número de la tarjeta Gold o Preferred de Western Union®

1 PAYMENT INFORMATION

INFORMACIÓN DEL PAGO

\$740.00

Dollar Amount Not To Exceed US \$5,000
El monto en dólares no debe exceder US \$5,000

When sending \$1,000 or more, you must provide identification and additional information.
Al enviar \$1,000 ó más, usted deberá proporcionar identificación e información adicional.

Pay to
Páguese a

AMAC Mortgage

Company Name/Nombre De La Compañía

Attention:
Atención:

Reference Number:
Número de Referencia:

Code City
Código de Ciudad

home

State
Estado

Texas

2 SENDER INFORMATION

INFORMACIÓN DEL REMITENTE

Sender's Name
Nombre del remitente

Leslie A. Sullivan

First Name/Primer Nombre

Last Name/Apellido Paterno

Account Number With Company
Número de cuenta con la compañía

3060

Telephone
Teléfono

(404) 932-1442

Address
Dirección

646 Regency Way

Street/Calle y número

City/Ciudad

Kissimmee

State/Estado

FL 34758

Zip/Código Postal

3 CONSUMER SIGNATURE

FIRMA DEL CLIENTE

Leslie A. Sullivan

AGENT USE ONLY

Sólo para uso del Agente

Additional consumer information on the back of this page.
Información adicional para el cliente al reverso de la hoja.

Money Transfer Control Number

Date
Fecha

8/23/08

Time
Hora

10:05

Amount
Cantidad

\$740.00

Transfer Fee

Cargo por la transferencia

\$12.99

Tax

Impuesto

\$

Total Amount Collected

Cantidad total cobrada

\$752.99

Rate of Exchange*

Tipo de cambio*

Amount to be Paid*

Cantidad a pagar*

Agent's Signature
Firma del agente

*IN ADDITION TO THE TRANSFER FEE, WESTERN UNION ALSO MAKES MONEY WHEN IT CHANGES YOUR DOLLARS INTO FOREIGN CURRENCY. PLEASE SEE ATTACHED PAGES FOR MORE INFORMATION REGARDING CURRENCY EXCHANGE. ♦ IF THE EXCHANGE RATE FOR YOUR TRANSACTION WAS DETERMINED AT THE TIME YOU SENT THE MONEY, THE CURRENCY TO BE PAID OUT AND THE EXCHANGE RATE ARE LISTED ON YOUR RECEIPT. OTHERWISE, THE EXCHANGE RATE WILL BE SET WHEN THE RECEIVER RECEIVES THE FUNDS. ♦ CERTAIN TERMS AND CONDITIONS GOVERNING THIS TRANSACTION AND THE SERVICES YOU HAVE SELECTED ARE SET FORTH ON THE ATTACHED PAGES. BY SIGNING THIS RECEIPT, YOU ARE AGREEING TO THOSE TERMS AND CONDITIONS.

*ADEMÁS DE LOS CARGOS POR EL SERVICIO DE TRANSFERENCIA, WESTERN UNION TAMBIÉN GANA DINERO CUANDO CAMBIA SUS DÓLARES A MONEDA EXTRANJERA. POR FAVOR LEA EN LAS PÁGINAS ANEXAS MÁS INFORMACIÓN SOBRE EL CAMBIO DE MONEDA. ♦ SI EL TIPO DE CAMBIO PARA SU TRANSACCIÓN FUE FIJADO EN EL MOMENTO EN EL QUE ENVÍO EL DINERO, LA MONEDA EN LA QUE SE HARÁ EL PAGO Y EL TIPO DE CAMBIO SE INDICARÁN EN EL RECIBO. DE LO CONTRARIO, EL TIPO DE CAMBIO SE FIJARÁ CUANDO EL DESTINATARIO RECIBA LOS FONDOS. ♦ ALGUNOS TÉRMINOS Y CONDICIONES QUE RIGEN ESTA TRANSACCIÓN Y LOS SERVICIOS QUE USTED HA ELEGIDO SE ESTABLECEN EN LAS PÁGINAS ANEXAS. AL FIRMAR ESTE RECIBO, USTED DECLARA QUE ESTÁ DE ACUERDO CON ESOS TÉRMINOS Y CONDICIONES.

QFMQCDOMB (12/05)

821811
4:32 on 23rd

**WESTERN
UNION**

LESLIE G SULLIVAN
646 REGENCY WAY
KISS FL 34758

Your Western Union Quick Collect Money Transfer has been declined:

DATED: 09 12 2008
MTCN: 709 216 3435
AMOUNT: \$740.00
PAYEE: G M A C MORTGAGENG
ACCT #: [REDACTED] 3060

Please return immediately to the office where your Quick Collect Money transfer was sent from to pick up your refund.

You must bring your Quick Collect Receipt and/or this letter with picture identification.

When you arrive at the Western Union agent's office, fill out the yellow "To Receive Money" form, listing your name as the receiver and sender of the money transfer and present the form to the agent for payout.

You may use the refund check to send a new Quick Collect payment after you have made arrangements with the company to which you had sent the payment.

Questions regarding your account should be directed to the company that declined the payment.

Customer Relations Department
Quick Collect Money Transfer Service
13022 Hollenberg Dr.
Bridgeton, Missouri 63044

GMAC Mortgage, LLC
 PO Box 780

PAGE 1
 DATE 11/05/08

Waterloo

LA 50704-0780

REPAYMENT AGREEMENT- [REDACTED] 3060

----- MAIL ----- PROPERTY -----

LESLIE G SULLIVAN

646 REGENCY WAY

650 ROYALTY CT

KISSIMMEE

FL 34758-3606 KISSIMMEE

FL 34759-0000

----- DATES -----		----- CURRENT BALANCES -----		----- UNCOLLECTED -----	
PAID TO	10/20/08	PRINCIPAL	36378.66	LATE CHARGES	203.57
NEXT DUE	11/20/08	ESCROW	2526.21	OPTIONAL INS	0.00
LAST PMT	10/29/08	UNAPPLIED FUNDS	2605.00	INTEREST	0.00
AUDIT DT	02/24/05	UNAPPLIED CODES	E	FEES	116.75
LAST ACTIVITY	BUYDOWN FUNDS	0.00	DFLT EXP PD	0.00	
10/29/08	BUYDOWN CODE		DFLT EXP UNPD	2605.00	

PMT	PLAN	PMT	PLAN	PNT	AMOUNT TO	AMT TO	UNAPPLIED	FIRST/LAST
NUM	DUE	DATE	AMOUNT	REG	PMT	LC/UNCOL	BALANCE	PMT APPLIED
01	10/16/08		3000.00		2816.76	239.05	0.00	06/08 09/08
02	11/16/08		3390.96		704.69	2686.27	0.00	10/08

PLAN TOTAL 6390.96

E - ESCROW CHANGE A - ALTERNATIVE LOAN P&I CHANGE B - BUYDOWN SUBSIDY CHANGE

I (WE) AGREE TO THE REPAYMENT SCHEDULE AS SET FORTH ABOVE. THE AMOUNT OF EACH
 PAYMENT IS SUBJECT TO CHANGE BASED ON SCHEDULED ALTERNATIVE MORTGAGE P&I, ESCROW
 OR OTHER PAYMENT CHANGES. ALL PROVISIONS OF THE NOTE AND MORTGAGE/DEED OF TRUST
 REMAIN IN FULL FORCE AND EFFECT.

LESLIE G SULLIVAN

000 COLL1286

McCarty & Bottex, P.L.

Attorneys At Law

General Civil Litigation
Criminal Law
Family Law
Personal Injury

550 North Bumby Avenue, Suite #145
Orlando, Florida 32803
Telephone: (407) 897-1223
Fax: (407) 897-1225

AGREEMENT FOR LEGAL SERVICES

1. The purpose of this letter is to set forth and confirm our understanding with respect to the agreement for your payment of attorneys' fees and costs, and our rendering of legal services on your behalf.
2. Leslie Sullivan, hereinafter referred to as "CLIENT(S)" has retained the Law Offices of McCarty & Bottex, PL., hereinafter referred to as "ATTORNEY" to represent him in connection with a Civil Matter, specifically case #08CA9412MF. ATTORNEY'S obligations under this Agreement terminate upon resolution of this matter at the initial level. In the event an additional service, such as appeal, is needed, a new contract will be required.
3. The CLIENT does hereby give to said ATTORNEY the exclusive right to take all legal steps to represent the CLIENT'S interests. The CLIENT acknowledges that the ATTORNEY has made no promises or guarantees regarding the outcome of your case. Rather, parties have discussed the unpredictability of most legal matters, especially litigation.
4. Per CLIENT'S representation of said matter in the initial consultation, CLIENT'S need for legal services is an initial **non- refundable retainer** in the amount of **\$2600.00**. Upon depletion of said retainer, CLIENT agrees to an hourly fee of \$200 per hour. Please be advised this amount is subject to change pursuant to the receipt of any additional information relevant to the disposition of CLIENT'S matter. Client agrees to the following payment plan:
 - Initial payment of \$1300.00 due November 24, 2008
 - \$400 due December 24, 2008
 - \$400 due January 24, 2009
 - \$500 due February 24, 2009
5. The CLIENT understands that any payment plan is offered only as a courtesy and is conditioned upon being satisfied PRIOR to the completion of the services rendered and to be rendered by ATTORNEY. If the ATTORNEY'S obligations under this Agreement terminate, the total sum of the retainer fee is due and payable.
6. The CLIENT agrees to a charge of \$30 for any returned check.
7. The rates quoted above reflect the fees for services to be rendered; however, this does not include charges for out-of-pocket expenses such as filing fees, court costs, subpoenas, court reporters, transcriptions service of process, and the like. CLIENT must provide funds in advance

of these services being rendered. CLIENT hereby deposits an initial 0 into his expense account. ATTORNEY agrees that any unused portion of this deposit is refundable.

8. If the CLIENT defaults in the performance of any obligations, as set forth in the Agreement, the CLIENT by execution of this agreement hereby consents to the immediate withdrawal of the ATTORNEY from this matter and hereby releases the ATTORNEY from further responsibilities regarding representation of this matter. Any fees paid up until this point, are earned fees and are non-refundable. CLIENT agrees that should he/she fail to pay any of the above stated attorney fees or costs, CLIENT shall pay all costs incurred by ATTORNEY in collecting the same, including reasonably attorney's fees and costs.
9. Payment of retainer and/or CLIENT'S signature herein shall constitute attorneys authority to proceed with this representation. Work cannot begin until retainer is paid in full. CLIENT has read and fully understands and agrees to each of the above terms and conditions and acknowledges receipt of a copy of this agreement.
10. ATTORNEY appreciates CLIENT'S expression of confidence in his/her work. ATTORNEY assures CLIENT that he/she will strive to obtain a resolution of this matter in a professional and cost-effective manner. CLIENT'S duty is to cooperate fully and to keep ATTORNEY advised of current whereabouts and activities which may affect the legal outcome of this matter.
11. Please feel free to contact the undersigned should you have any questions regarding the fee agreement as set forth herein. If not, please date and sign this letter of agreement.

Yours very truly,


For McCarty & Bottex, PL Date

ACKNOWLEDGED AND AGREED

By: 
CLIENT

Date: 1-24-08



Office of the Attorney General

Please return completed consumer contact form to:
Office of Attorney General Bill McCollum
State of Florida
PL-01, The Capitol
Tallahassee, Florida 32399-1050

Consumer Contact Form

The contact information **MUST** be provided as we correspond via U.S. mail. *Incomplete forms cannot be processed.* PLEASE WRITE LEGIBLY. Only one business per complaint form.

<u>Person Making Complaint:</u> Miss/Ms. Mrs. <u>Mrs. Sullivan Leslie G</u> Last Name, First Name, Middle Initial <u>646 Regency Way</u> Mailing Address <u>Bissimmee</u> City, County <u>FL 34758. Osceola</u> State, Zip Code <u>407-932-1443 - 407-666-0644</u> Home & Business Phone, including Area Code <u>MANHANN532@YAHOO.COM</u> Email Address	<u>Complaint is Against:</u> <u>GMAC MORTGAGE LLC</u> Name/Firm/Company <u>PO Box 9001719</u> Mailing Address <u>Louisville</u> City, County <u>KY 40290-1719</u> State, Zip Code <u>1-800-766-4622</u> Business Phone, including Area Code <u>WWW.GMACMORTGAGE.COM</u> Business Email or Web Address
--	--

Product or Service involved: HOUSE MORTGAGE Amount Paid: \$ 6390.96

Date of Transaction: 10-10-08 & 10-25-10 I was contacted ☒ Telephone ☐ Mail ☐ Other

Have you retained an attorney? ☒ Yes ☐ No

Did you sign a contract or other papers, i.e. estimates, invoices, or other supporting documents? ☒ Yes ☐ No

(ATTACH COPIES. DO NOT SEND ORIGINALS.)

Note:

1. All documents and attachments submitted with this complaint are subject to public inspection pursuant to Chapter 119, Florida Statutes.
2. Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 837.06 Florida Statutes.

Please indicate if you are over the age of 60. Penalties can be enhanced for victimizing senior citizens. Over 60 ☒ Yes ☐ No

(PLEASE USE OTHER SIDE OF THIS FORM TO DESCRIBE YOUR COMPLAINT & ATTACH YOUR SIGNATURE)

407-939-1442
" -666-0644

646 Ragency Way
Kissimmee FL 34738
2-3-09

Ms DANIELLE G. McCarty
Attorney At Law
550 W. Burnside Ave Suite 145
Orlando FL 32803

Dear Ms. McCarty:

This letter is to inform
you that I was informed yesterday by Kissimmee
Osceola Court that my case with E/MAC
was dismissed January 6th, 09.

I have not received any written
communique or correspondence from their
Attorney or E/MAC, regarding such.

I would think that you would be
informed in regards to any injunction that
you have filed in my behalf, anyway let me know
what's going on, and your next move. Also the balance I
owed. My course of action is that I am getting a writ
against E/MAC. Please let me know what the fee is.

GMAC Mortgage Account Statement**CUSTOMER INFORMATION**

Name: Leslie G Sullivan
 Account Number: [REDACTED] 3060
 Home Phone #: (407)932-1442

PROPERTY ADDRESS

650 ROYALTY CT
 KISSIMMEE FL 34759

GMAC Mortgage

Visit us at www.gmacmortgage.com for account information or to apply on-line.

02/11/15 11:05:31 0021183 20121008 L108007 GMARM 1 02 DOM L10800000 146316 OM



LESLIE G SULLIVAN
 646 REGENCY WAY
 KISSIMMEE FL 34758-3606



For information about your existing account, please call: 1-800-766-4622.

For information about refinancing or obtaining a new loan, please call: 1-866-690-8322

Please verify your mailing address, borrower and co-borrower information. Make necessary corrections on this portion of the statement, detach and mail to address listed for inquiries on the reverse side.

Account Information

Account Number [REDACTED] 3060
 Statement Date October 05, 2012
 Maturity Date November 20, 2019
 Interest Rate 3.39400
 Interest Paid Year-to-Date \$738.43
 Taxes Paid Year-to-Date \$0.00
 Escrow Balance \$1,454.95
 Principal Balance(PB)* \$24,015.47

Details of Amount Due/Paid

Minimum Payment Without Escrow \$317.68
 Subsidy/Buydown \$0.00
 Escrow \$145.49
 Amount Past Due \$0.00
 Outstanding Late Charges \$0.00
 Other \$0.00
 Total Amount Due \$463.17
 Account Due Date October 20, 2012

Pmt Options this Month	Amount	Impact
Prin & Int Pmt based on 15-year term	****	You will pay some of the principal on your loan. You will reduce your loan balance.
Fully Amortizing Prin & Int Pmt	****	You will pay some of the principal on your loan. You will reduce your loan balance.
Interest Only Payment	****	You will not pay any principal on your loan. You will not reduce your loan balance.
Minimum Payment	\$463.17	You will not cover the monthly interest on your loan. You will increase your loan balance.

Account Activity Since Last Statement

Description	Pmt Date	Tran. Date	Tran. Total	Principal	Interest	Escrow	Add'l Products	Late Charge	Other
Additional Principal Payment	09/20/12	09/24/12	\$10.61	\$10.61					
	09/20/12	09/24/12	\$463.17	\$248.58	\$69.10	\$145.49			

*This is your Principal Balance only, not the amount required to pay the loan in full. For payoff figures and mailing instructions, call the Customer Care number above or you may obtain necessary payoff figures through our automated system (24 hours a day, 7 days a week).

See back for automatic payment sign-up information and other payment options.

Important News

The options for your next payment are displayed above. If you elect to make the Minimum Payment and that payment amount is less than the Interest Only payment, the difference or shortage will be added to the principal balance (shown as a negative amount in the "Account Activity" transactions displayed above) and will accrue additional interest. Please refer to your mortgage documents if amounts are not displayed for all payment options.

Exhibit N

9779769

PROMISSORY NOTE - ADJUSTABLE INTEREST RATE**THIS NOTE CONSISTS OF TWO PAGES. REVIEW ALL PROVISIONS OF THIS NOTE BEFORE SIGNING.**

\$ 66,400.00

ORLANDO

, Florida

LOAN NO. 1127721-7 ✓
LESLIE G. SULLIVAN
NOVEMBER 13, 1989

1. **BORROWER'S PROMISE TO PAY PRINCIPAL AND INTEREST.** For value received, I promise to pay to HOME SAVINGS OF AMERICA, F.A., a corporation, or order, at its offices in the City of Pasadena, State of California, or at such other place as the holder of this Note may from time to time designate, the principal sum of

SIXTY-SIX THOUSAND FOUR HUNDRED AND NO/100

DOLLARS (\$ 66,400.00), with interest from the date hereof on the unpaid principal balance at the initial interest rate of NINE AND ONE-HALF percent (9.500 %) per annum, principal and interest payable in monthly installments of FIVE HUNDRED FIFTY-EIGHT AND 33/100 Dollars (\$ 558.33) each, beginning on the 20th day of DECEMBER, 1989 and continuing on the 20th day of each and every month thereafter until NOVEMBER 20, 2019 (the "Due Date"), on which date any unpaid interest and all other sums due under this Note shall be paid in full.

2. **ADJUSTABLE INTEREST RATE PROVISIONS.** I agree that the interest rate on this Note will be adjusted on each Interest Rate Adjustment Date, as defined below, to be equal, following such date until the next Interest Rate Adjustment Date, to the sum of (i) the most recently available monthly weighted average cost of funds of members of the Federal Home Loan Bank of San Francisco, as computed from statistics tabulated and published by the Federal Home Loan Bank of San Francisco (such monthly weighted average cost of funds being hereafter referred to as the "Index"); plus (ii) 2.300 percentage points.

(a) **Interest Rate Adjustments.** Changes in the interest rate on this Note will become effective commencing on MAY 20, 1990, and on the same date each month thereafter, each of which dates is called an "Interest Rate Adjustment Date." No adjustment to the interest rate on any Interest Rate Adjustment Date shall result in an interest rate that is greater than 14.750 % per annum (the "Original Maximum Interest Rate") or less than 7.000 % per annum, provided, that following the sale or transfer of the real property described in the Mortgage identified below that occurs subsequent to MAY 20, 1990, adjustments to the interest rate on any subsequent Interest Rate Adjustment Date shall not result in an interest rate that is higher than the greater of either (i) the Original Maximum Interest Rate, or (ii) 5 percentage points more than the interest rate in effect at the time of the sale or transfer, and shall not result in an interest rate that is lower than 5 percentage points less than the interest rate in effect at the time of the sale or transfer, provided, however, that no adjustment to the interest rate will result in an interest rate that is below 7.00% per annum.

(b) **Payment Adjustments.** The monthly payment amount shall be adjusted on DECEMBER 20, 1990 and on the same date each 12th month thereafter, each of which dates is called a "Payment Adjustment Date." If an interest rate change has been made on an Interest Rate Adjustment Date, the amount of the regular monthly principal and interest payments will be adjusted on the next Payment Adjustment Date so as to be sufficient to amortize the remaining principal balance as of the Due Date. Except as provided below, during the 12-month period following the date of this first monthly payment and during each 12-month period thereafter (each of which 12-month periods is called a "Loan Year") no increase or decrease in a monthly payment will be greater than 7½% of (i) the amount of the first regular monthly payment in the case of the first Loan Year, or (ii) the amount of the last regularly scheduled payment of the immediately preceding Loan Year in the case of each Loan Year after the first Loan Year.

(c) **Principal Balance Adjustments.** If any adjustment to the interest rate results in a monthly payment being less than the amount of interest accrued for a month either because of an interest rate adjustment or because of the 7½% limitation on increases or decreases in the monthly payment amount, such accrued but unpaid interest will be added monthly to the unpaid principal balance and will thereafter bear interest at the interest rate that is from time to time payable on this Note. Notwithstanding any other provisions of this Note, including the 7½% limitation contained in the preceding subparagraph (b), commencing on DECEMBER 20, 1994 and on the same date every five years thereafter, the amount of the regular monthly principal and interest payments on this Note will be adjusted to be sufficient so as to amortize the remaining principal balance as of the Due Date at the then current rate of interest if such interest were to continue in effect until the Due Date.

(d) **Waiver of Increases.** Interest rate increases on each Interest Rate Adjustment Date are at the holder's option, but if the holder does not invoke a permissible interest rate increase in whole or in part, this will not constitute a waiver of the holder's right later to invoke such an increase, subject to the other provisions of this Note.

(e) **Alternative Index.** If, at any time during the term of this Note, the Index is no longer available or is otherwise unpublished, the holder may select an alternative published index over which the holder has no control, in which case such alternative index will become the Index provided in paragraph 2 of this Note. Holder shall next determine the adjustment to the loan factor provided in paragraph 2 of this Note based upon the value of the substituted Index as of the last preceding Interest Rate Adjustment Date on which the prior Index was available or the date of this Note, whichever occurs later, such that the sum of the substituted Index and the adjusted loan factor equal the sum of the prior Index and the loan factor set forth in paragraph 2 of this Note as of such date. The most recent value of the substituted Index, as announced from time to time, and such adjusted loan factor shall become the Index and the loan factor for purposes of paragraph 2 of this Note.

(f) **Notices.** Notices of any change in the interest rate or amount of the regular monthly installment shall be deemed given by the holder when deposited in the United States mail, postage prepaid, addressed to the maker or to the persons shown on the holder's records as transferee at the time of giving notice.

3. **CREDITING OF PAYMENTS.** Each installment payment received by the holder shall be credited as of its due date, without regard to its date of receipt by the holder, first to interest then due and the remainder to principal, and interest shall cease upon the principal so credited as of the date that such credit is made. For the purposes of allocation of any monthly installment payment as between principal and interest, interest shall consist of the product of the outstanding principal balance on this loan immediately prior to allocation of the monthly installment payment times the then applicable interest rate of this Note divided by twelve. All other interest calculations on this Note shall be made on a daily basis. Daily interest shall consist of the product of the outstanding principal balance on this Note times the annual interest rate divided by the number of calendar days in the year for which the daily interest calculation is made.

4. **DEFAULT BY BORROWER.** Should default be made in the payment of any installment when due, or in the performance of any provision or condition contained in the Mortgage securing this Note, the whole sum of principal and interest shall become immediately due at the option of the holder and regardless of any prior forbearance. Interest shall accrue following any default hereunder at the rate set forth in this Note, as adjusted from time to time.

5. **LATE CHARGE.** I agree: (a) to pay immediately, without demand, to the holder, in the event any installment is not received by the holder within fifteen (15) days after its due date, and without regard to the date as of which such payment is credited, an amount equal to the equivalent of 6% of the installment due that is applicable to the payment of principal and interest; (b) that it would be impractical or extremely difficult to fix the holder's actual damages in the event that any installment shall not be paid when due; and (c) that such amount shall be presumed to be the amount of damages for such late payment. This paragraph and the amount which it provides shall not limit the holder's right, under this Note, the Mortgage securing it, or otherwise, to compel prompt performance thereunder.

6. **PREPAYMENT PRIVILEGE.** The principal amount due on this Note may be prepaid in whole or in part, at any time.

7. **NOTE PAYABLE IN U.S. DOLLARS.** Principal, interest, and charges are payable in lawful money of the United States.

8. **OBLIGATIONS OF PERSONS UNDER THIS NOTE.** In this Note, the singular shall include the plural and this Note shall be the joint and several obligation of each maker.

9. **ACCELERATION CLAUSE.** This Note is secured by a Mortgage to HOME SAVINGS OF AMERICA, F.A., and said Mortgage contains the following clause, which is incorporated herein: "Acceleration Clause: Right of Lender to Declare All Sums Due on any Transfer, Etc. Lender shall have the right, at its option, to declare any indebtedness and obligations secured hereby, irrespective of the maturity date specified in any note or agreement evidencing the same, due and payable within 30 days after such declaration if: (a) Borrower or any successor in interest to Borrower in such property sells, enters into a contract of sale, conveys or alienates such property or any part thereof, or suffers his title or any interest therein to be divested, whether voluntarily or involuntarily, or leases such property, or any part thereof for a term of more than 3 years, or changes or permits to be changed the character or use of the property, or drills or extracts or enters into a lease for the drilling for or extracting of oil, gas or other hydrocarbon substance or any mineral of any kind or character on such property; or (b) Borrower is a partnership and the interest of a general partner is assigned or transferred; or (c) Borrower is a corporation and more than 25% of the corporation stock thereof is sold, transferred or assigned during a 12-month period; or (d) Borrower is a trust and there is a change of beneficial interest with respect to more than 25% of such property; or (e) Borrower has made any material misrepresentation or failed to disclose any material fact in those certain financial and other written representations and disclosures made by Borrower in order to induce Lender to enter into the transaction evidenced by the promissory note or notes or agreements which this Mortgage secures."


10. **ASSUMABILITY OF THIS NOTE.** The holder shall not exercise its rights to declare all sums due, pursuant to paragraph 9 above, in the event of a sale or transfer of the property, provided that: (a) the buyer submits a credit application which is approved by the holder; (b) the buyer executes a written assumption agreement and other documents prepared by the holder; (c) the buyer pays the holder an assumption fee equal to one percent of the outstanding principal balance of the loan as of the date of the sale or transfer; and (d) no statute, rule, decision or otherwise, including usury limitations, restricts in any manner holder's right to make interest rate or payment adjustments in accordance with this Note.

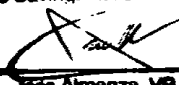
11. **EXCISE TAX.** The excise tax on this document has been paid and the proper stamps affixed to the Mortgage which secures this Note.

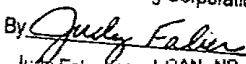
12. **COST OF LITIGATION.** If suit is brought to collect this Note, the Note holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees including those which may be awarded by an appellate court.

REVIEW ALL PROVISIONS OF THIS NOTE BEFORE SIGNING. THIS NOTE CONSISTS OF TWO PAGES.


LESLIE G. SULLIVAN

ASNETH S. SULLIVAN


Pay to the order of
RESIDENTIAL FUNDING CORPORATION
Without Recourse
Washington Mutual Bank, FA
SUCCESSOR
Home Savings of America, F.A.

Jess Almanza, VP

PAY TO THE ORDER OF
JP MORGAN CHASE BANK, AS TRUSTEE
WITHOUT RECOURSE
Residential Funding Corporation
By 
Judy Faber, Vice President **1127721-7**

Interest Endorsed as
Paid to 11/13/89
Home Savings of America, F.A.
By SAW

HOME LOAN BANK OF SAN FRANCISCO	
Pay to the order of THE FEDERAL	
WITHOUT RECOURSE	
HOME SAVINGS OF AMERICA, F.A.	
CANCELLED	
<i>[Signature]</i>	
Javier H. Arce Assistant Vice President	

N
611272179

Pay to the order of THE FEDERAL
WITHOUT RECOURSE
HOME SAVINGS OF AMERICA, F.A.
HOME LOAN BANK OF SAN FRANCISCO

Exhibit O

THIS INSTRUMENT PREPARED BY:
 LOAN NO. 1127721-1
 A. WILSON
 WHEN RECORDED MAIL TO:
 HOME SAVINGS OF AMERICA
 P.O. BOX 7075
 PASADENA, CALIFORNIA 91109-7075
 PASADENA, CALIFORNIA 91109-7075

Pg 2 of 5
 ORBKO 944 162838

ADJUSTABLE RATE MORTGAGE LOAN

This Mortgage, made this 13th day of NOVEMBER 1989, between
 the Mortgagor,
 LESLIE G. SULLIVAN AND ASNETH S. SULLIVAN, HUSBAND AND WIFE

herein called Borrower whose address is 26 OAKCREST ROAD
 HYDE PARK, MASS 02136



and the Mortgagee, HOME SAVINGS OF AMERICA, F.A., a corporation herein called LENDER, whose address is P.O. Box 7075, Pasadena, California 91109-7075.

WHEREAS, Borrower is indebted to Lender in the principal sum of 66,400.00 Dollars,
 SIXTY-SIX THOUSAND FOUR HUNDRED AND NO/100
 which indebtedness is evidenced by Borrower's Note of even date herewith (herein "Note"), providing for payment of principal and interest;
 NOW THEREFORE, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the
 County of OSCEOLA, in the State of Florida;
 LOT 13, BLOCK 1394, POINCIANA, NEIGHBORHOOD 1 SOUTH, VILLAGE 1, ACCORDING TO THE
 OFFICIAL PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 9 THROUGH 16, PUBLIC RECORDS OF
 OSCEOLA COUNTY, FLORIDA.

The above described property is not the homestead of the mortgagor. The mortgagor
 resides at 26 Oakcrest Road, Hyde Park, Mass 02136.

Documentary Tax Pd. \$ 99.60
 \$ 132.80 Intangible Tax Pd.
 MEL WILLS JR., CLERK OF COURT
 OSCEOLA COUNTY BY

Together with all interest which Borrower now has or may hereafter acquire in or to said property, and in and to: (a) all easements and rights of way appurtenant thereto; and (b) all buildings, structures, improvements, fixtures and appurtenances now or hereafter placed thereon, including, but not limited to, all apparatus and equipment, whether or not physically affixed to the land or any building, used to provide or supply air-cooling, air-conditioning, heat, gas, water, light, power, refrigeration, ventilation, laundry, drying, dishwashing, garbage disposal or other services; and all waste vent systems, antennas, pool equipment, window coverings, drapes and drapery rods, carpeting and floor covering, awnings, ranges, ovens, water heaters and attached cabinets; it being intended and agreed that such items be conclusively deemed to be affixed to and to be part of the real property that is conveyed hereby; and (c) all water and water rights (whether or not appurtenant) and shares of stock pertaining to such water or water rights, ownership of which affects said property. Borrower agrees to execute and deliver, from time to time, such further instruments as may be requested by Lender to confirm the lien of this Mortgage on any such properties. The properties mortgaged, granted, and conveyed to Lender hereunder are hereinafter referred to as "such property".

The Borrower absolutely and irrevocably grants, transfers and assigns to Lender the rents, income, issues, and profits of all property covered by this Mortgage.

Borrower covenants that Borrower is lawfully seised of the estate herein conveyed and has the right to mortgage, grant and convey such property, that such property is unencumbered, and that Borrower will warrant and defend generally the title to such property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in such property.

FOR THE PURPOSE OF SECURING:

(1) Payment of the sum of \$ 66,400.00 with interest thereon, according to the terms of a promissory note of even date herewith and having a final maturity date of NOVEMBER 20, 2019 made by Borrower, payable to Lender or order, and all modifications, extensions or renewals thereof. (2) Payment of such additional sums with interest thereon: (a) as may be hereafter borrowed from Lender by the then record owner of such property and evidenced by a promissory note or notes reciting it or they are so secured and all modifications, extensions or renewals thereof; or (b) as may be incurred, paid out, or advanced by Lender, or may otherwise be due to Lender, under any provisions of this Mortgage and all modifications, extensions or renewals thereof. (3) Performance of each agreement of Borrower contained herein or incorporated herein by reference or contained in any papers executed by Borrower relating to the loan secured hereby. (4) Performance, if the loan secured hereby or any part thereof is for the purpose of constructing improvements on such property, of each provision or agreement of Borrower contained in any construction loan agreement or other agreement between Borrower and Lender relating to such property. (5) The performance and keeping by Borrower of each of the covenants and agreements required to be kept and performed by Borrower pursuant to the terms of any lease and any and all other instruments creating Borrower's interest in or defining Borrower's right in respect to such property. (6) Compliance by Borrower, with each and every monetary provision to be performed by Borrower under any declaration of covenants or conditions or restrictions pertaining to such property, and upon written request of Lender, the enforcement by Borrower of any covenant to pay maintenance or other charges, if the same have not been paid or valid legal steps taken to enforce such payment within ninety (90) days after such written request is made. (7) At Lender's option, payment, with interest thereon, of any other present or future indebtedness or obligation of Borrower (or of any successor in interest of Borrower to such property) due to Lender, whether created directly or acquired by absolute or contingent assignment, whether due or not, whether otherwise secured or not, or whether existing at the time of the execution of this Mortgage or arising thereafter, the exercise of such option to be evidenced by a notice in writing to Borrower or any successor in interest of Borrower. (8) Performance of all agreements of Borrower to pay fees and charges to the Lender whether or not herein set forth. (9) Payment of charges, as allowed by law when such charges are made, for any statement regarding the obligation secured hereby.

TO PROTECT THE SECURITY OF THIS MORTGAGE, BORROWER AGREES:

(1) **Construction or Improvements.** To complete in good and workmanlike manner any building or improvement or repair relating thereto which may be begun on such property or contemplated by the loan secured hereby, to pay when due all costs and liabilities incurred therefor, and not to permit any mechanic's lien against such property, nor any stop notice against any loan proceeds. Borrower also agrees, anything in this Mortgage to the contrary notwithstanding: (a) to promptly commence work and to complete the proposed improvements promptly; (b) to complete same in accordance with plans and specifications as approved by Lender; (c) to allow Lender to inspect such property at all times during construction; (d) to replace any work or materials unsatisfactory to Lender, within fifteen (15) days after written notice from Lender of such fact, which notice may be given to Borrower by certified or registered mail, sent to his last known address, or by personal delivery of the same; and (e) to perform all other obligations of Borrower under any building loan agreement relating to such property.

(2) **Repair and Maintenance of Property.** To keep such property in good condition and repair, not to substantially alter, remove or demolish any buildings thereon; to restore promptly and in good workmanlike manner any buildings which may be damaged or destroyed including, damage from termites and earth movement; to pay when due all claims for labor performed and materials furnished in connection with such property and not to permit any mechanic's lien against such property; to comply with all law affecting such property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon such property in violation of law; to cultivate, irrigate, fertilize, fumigate and prune; and to do all other acts that from the character or use of such property may be reasonably necessary to keep such property in the same condition (reasonable wear and tear excepted) as at the date of this Mortgage.

(3) **Fire and Casualty Insurance.** To provide and maintain in force at all times fire and other types of insurance with respect to such property as may be required by Lender. Each policy of such insurance shall be in amount, for a term and in form and content and by such companies, as may be satisfactory to Lender, with loss payable to Lender, and shall be delivered to, and remain in possession of, Lender as further security for the faithful performance of this Mortgage. Borrower shall also furnish Lender with written evidence showing payment of all premiums therefor. At least thirty (30) days prior to the expiration of any insurance policy, a policy renewing or extending such expiring insurance shall be delivered to Lender with written evidence showing payment of the premium therefor, and, in the event any such insurance policy and evidence of payment of the premium are not so delivered to Lender, Borrower by executing this Mortgage specifically requests Lender to obtain such insurance. Lender, but without obligation so to do, without notice to or demand upon Borrower and without releasing Borrower from any obligation hereof, may obtain such insurance through or from any insurance agency or company acceptable to it, and pay the premium therefor. Lender shall not be chargeable with obtaining or maintaining such insurance or for the collection of any insurance monies or for any insolvency of any insurer or insurance underwriter. Lender, from time to time, may furnish to any insurance agency or company, or any other person, any information contained in or extracted from any insurance policy theretofore delivered to Lender pursuant hereto, and any information concerning the loan secured hereby. Borrower hereby assigns to Lender all unearned premiums on any such policy, and agrees that any and all unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the property conveyed at any judicial sale held hereunder.

(4) **Life, Health or Accident Insurance.** If Borrower shall maintain life, accident or health insurance and Lender shall be the owner or holder of any policy of such insurance as further security hereunder, Lender may elect to pay any premiums thereon as to which Borrower shall be in default, and any amount so paid may be secured hereby.

(5) **Taxes and Other Sums Due.** To pay, satisfy and discharge: (a) at least ten (10) days before delinquency, all general and special city and county taxes, and all assessments on water stock, affecting such property; (b) when due, all special assessments for public improvements, without permitting any improvement bond to issue for any special assessment; and (c) on demand of Lender but in no event later than the date such amounts become due: (1) all encumbrances, charges and liens, with interest, on such property, or any part thereof, which are, or appear to Lender to be prior to, or superior hereto; (2) all costs, fees and expenses of this Mortgage whether or not described herein; (3) fees or charges for any statement regarding the obligation secured hereby in any amount demanded by Lender not to exceed the maximum amount allowed by law therefor at the time when such request is made; (4) such other charges as the Lender may deem reasonable for services rendered by Lender and furnished at the request of Borrower or any successor in interest to Borrower; (5) if such property includes a leasehold estate, all payments and obligations required of the Borrower or his successor in interest under the terms of the instrument or instruments creating such leasehold; and (6) all payments and monetary obligations required of the owner of such property under any declaration of covenants or conditions or restrictions pertaining to such property or any modification thereof. Should Borrower fail to make any such payment, Lender, without contesting the validity or amount, may elect to make or advance such payment, together with any costs, expenses, fees or charges relating thereto. Borrower agrees to notify Lender immediately upon receipt by Borrower of notice of any increase in the assessed value of such property and agrees that Lender, in the name of Borrower, may contest by appropriate proceedings such increase in assessment. Borrower agrees to notify Lender and appropriate taxing authorities immediately upon the happening of any event which does or may affect the value of such property, the amount of basis of assessment of such property, or the availability of any exemption to which Borrower is or may be entitled.

(6) **Impounds.** To pay to Lender, if Lender shall so request, unless waived in writing by Lender, in addition to any other payments required hereunder, monthly advance installments, as estimated by Lender, for taxes, assessments, insurance premiums, ground rents or other obligations secured by this Mortgage (hereinafter in this paragraph referred to as "such obligations") for the purpose of establishing a fund to insure payment when due, or before delinquency, of any or all of such obligations required to be paid as to such property. If the amounts paid to Lender under the provisions of this paragraph are insufficient to discharge the obligations of Borrower to pay such obligations as the same become due or delinquent, Borrower shall pay to Lender, upon its demand, such additional sums necessary to discharge Borrower's obligation to pay such obligations. All monies paid to Lender under this paragraph may be intermingled with other monies of Lender and shall not bear interest, except as required by law. Lender may pay such obligations whether before or after they become due and payable. In the event of a default in the payment of any monies due on the indebtedness secured hereby, default of any obligation secured hereby, or default in the performance of any of the covenants and obligations of this Mortgage, then any balance remaining from monies paid Lender under the provisions of this paragraph may, at the option of Lender, be applied to the payment of principal, interest or other obligations secured hereby in lieu of being applied to any of the purposes for which the impound account is established. Lender will make such reports of impounds as are required by law.

(7) **Condemnation and Injury to Property.** All sums due, paid or payable to Borrower or any successor in interest to Borrower of such property, whether by way of judgment, settlement or otherwise: (a) for injury or damage to such property; or (b) in connection with any condemnation for public use of or injury to such property, or any part thereof, are hereby assigned and shall be paid to Lender. All causes of action or belonging to Borrower, whether accrued before or after the date of this Mortgage, for damage or injury to such property, or any part thereof, or in connection with the transaction financed in whole or in part by the funds loaned to Borrower by Lender, or in connection with or affecting said property or any part thereof, including causes of action arising in tort or contract and causes of action for fraud or concealment of material fact, are hereby assigned to Lender, and the proceeds thereof shall be paid to Lender who, after deducting therefrom all its expenses, including reasonable attorneys' fees, may apply such proceeds to the sums secured by this Mortgage or to any deficiency under this Mortgage or may release any monies so received by it or any part thereof, as Lender may elect. Lender may at its option appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement thereof. Borrower agrees to execute any further assignments and other instruments as from time to time may be necessary to effectuate the foregoing provisions and as Lender shall request.

(8) **Disposition of the Proceeds of any Insurance Policy, Condemnation or other Recovery.** The amount received by Lender pursuant to this Mortgage under any fire or other insurance policy, in connection with any condemnation for public use of or injury to such property, for injury or damage to such property or in connection with the transaction financed by the loan secured hereby, at the option of Lender may be applied by Lender to any indebtedness secured hereby and in such order as Lender may determine or, without reducing the indebtedness secured hereby, may be used to replace, restore, or reconstruct such property to a condition satisfactory to Lender or may be released to Borrower, or any such amount may be apportioned and allocated in any manner to any one or more of such uses. No such application, use or release shall cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(9) **Litigation.** Borrower shall defend this Mortgage in any action or proceeding purporting to affect such property whether or not it affects the lien hereof, or purporting to affect the lien hereof or purporting to affect the rights or powers of Lender, and shall file and prosecute all necessary claims and actions to prevent or recover for any damage to or destruction of such property; and Lender is hereby authorized, without obligation so to do, to prosecute or defend any such action, whether brought by or against Borrower or Lender, or with or without suit, to exercise or enforce any other right, remedy, or power available or conferred hereunder, whether or not judgment be entered in any action or proceeding; and Lender may appear or intervene in any action or proceeding, and retain counsel therein, and take such action therein, as either may be deemed necessary or advisable, and may settle, compromise or pay the same or any other claims and, in so doing, may expend and advance such sums of money as either may deem necessary. Whether or not Borrower so appears or defends, Borrower on demand shall pay all costs and expenses including but not limited to reasonable attorneys' fees of Lender including costs of evidence of title, in any such action or proceeding in which Lender may appear by virtue of being made a party defendant or otherwise, and irrespective of whether the interest of Lender in such property or their respective rights or powers hereunder may be affected by such action, including, but not limited to any action for the condemnation or partition of such property and any suit brought by Lender to foreclose this Mortgage.

(10) **Loan on Leasehold Estate.** If such property includes a leasehold estate, Borrower agrees to comply with all of the terms, conditions, and provisions of the instrument or instruments creating such leasehold. Borrower also agrees not to amend, change, or modify his leasehold interest, or the terms on which he has such leasehold interest, or to agree to do so, without the written consent of Lender being first obtained.

(11) **Prepayment Charge.** Should any note or obligation secured hereby provide any fee for prepayment of any of the indebtedness secured hereby, to pay said fee notwithstanding, Borrower shall have defaulted in any obligation secured hereby and Lender, by reason thereof, shall have declared all sums secured hereby immediately due and payable.

OR BK0944 PG2840

(12) **Failure of Borrower to Comply with Mortgage.** Should Borrower fail to make any payment, or fail to do any act required by this Mortgage, or fail to perform any obligation secured by this Mortgage, or do any act Borrower agreed not to do, Borrower shall be in default under this Mortgage. Lender, but without obligation to do so and without notice to or demand upon Borrower and without releasing Borrower from any obligation hereof, and without contesting the validity or amount of the same, may: (a) pay or do the same in such manner and to such extent as it may deem necessary to protect the security hereof, Lender being authorized to enter upon such property for such purposes; (b) pay, purchase, contest or compromise any encumbrance, charge or lien, which in its judgment is or appears to be prior or superior hereto; and (c) in exercising any such power, pay necessary expenses including but not limited to reasonable attorney's fees. Borrower agrees to repay any amount so expended on demand of Lender.

(13) **Sums Advanced to Bear Interest and To Be Added to Mortgage.** To pay immediately upon demand any sums advanced or paid by Lender under any clause or provision of this Mortgage. Any such sum, until so repaid, shall be secured hereby and bear interest from the date it was advanced or paid at the same interest rate, as may be adjusted from time to time, as such indebtedness, and such sum and interest thereon shall be secured by this Mortgage.

(14) **Application of Funds.** Lender shall have the right at its sole discretion to direct the manner in which payments or proceeds shall be applied upon or allocated among the various items constituting Borrower's indebtedness or obligations secured hereby.

(15) **Obligation of Borrower Joint and Several.** If more than one person is named as Borrower, each obligation of Borrower shall be the joint and several obligation of each such person.

(16) **No Waiver by Lender.** No waiver by Lender of any right under this Mortgage shall be effective unless in writing. Waiver by Lender of any right granted to Lender under this Mortgage or of any provision of this Mortgage as to any transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence. By accepting payment of any sum secured hereby after its due date, or by making any payment or performing any act on behalf of Borrower that Borrower was obligated hereunder, but failed, to make or perform, or by adding any payment so made by Lender to the indebtedness secured hereby, Lender does not waive its right to require prompt payment when due of all other sums so secured or to require prompt performance of all other acts required hereunder, or to declare a default for failure to so pay such other sums or to perform such other acts.

(17) **Transfer of the Property; Assumption. Acceleration Clause: Right of Lender to Declare All Sums Due on any Transfer, Etc.** Lender shall have the right, at its option, to declare any indebtedness and obligations secured hereby, irrespective of the maturity date specified in any note or agreement evidencing the same, due and payable within 30 days after such declaration if: (a) Borrower or any successor in interest to Borrower of such property sells, enters into a contract of sale, conveys or alienates such property or any part thereof, or suffers his title or any interest therein to be divested, whether voluntarily or involuntarily, or leases such property, or any part thereof for a term of more than 3 years, or changes or permits to be changed the character or use of such property, or drills or extracts or enters into a lease for the drilling for or extracting of oil, gas or other hydrocarbon substance or any mineral of any kind or character on such property; or (b) Borrower is a partnership and the interest of a general partner is assigned or transferred; or (c) Borrower is a corporation and more than 25% of the corporation stock thereof is sold, transferred or assigned during a 12 month period; or (d) Borrower is a trust and there is a change of beneficial interest with respect to more than 25% of such property; or (e) Borrower has made any material misrepresentation or failed to disclose any material fact in those certain financial and other written representations and disclosures made by Borrower in order to induce Lender to enter into the transaction evidenced by the promissory note or notes or agreements which this Mortgage secures.

(18) **Acceleration; Remedies.** Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 29 hereof specifying: (a) the breach; (b) the action required to cure such breach; (c) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (d) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

(19) **Modification in Writing.** This Mortgage cannot be changed or modified except as otherwise provided in this Mortgage or by agreement in writing signed by Borrower, or any successor in interest to Borrower, and Lender.

(20) **Right to Collect and Receive Rents and Profits.** Upon any default by Borrower, in payment of any indebtedness secured hereby or in the performance of any agreement hereunder or upon abandonment of such property, Lender may at any time without notice, either in person, by agent, or by receiver to be appointed by the court, without regard to the adequacy of such security for the indebtedness hereby secured or the existence of waste or other serious risk of loss to Lender, and as material consideration for Lender's agreement to make the loan secured by this Mortgage, enter upon and take possession of such property, or any part thereof; make, cancel, enforce or modify leases; obtain and eject tenants, set or modify rents; in its own name sue for or otherwise collect the rents, income, issues and profits thereof, including those past due and unpaid; and apply the same to payment of costs and expenses of operation and collection, including but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to payment of any indebtedness secured hereby and in such order as Lender may determine; and except for such application, Lender shall not be liable to any person for the collection or non-collection of any rents, income, issues and profits, nor the failure to assert or enforce any of the foregoing rights. The entering upon and taking possession of such property, the collection of such rents, income, issues or profits, the doing of other acts herein authorized, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(21) **Remedies.** No remedy herein provided shall be exclusive of any other remedy herein or now or hereafter existing by law, but shall be cumulative. Every power or remedy hereby given to Lender or to which it may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by it, and it may pursue inconsistent remedies. If Lender holds any additional security for any obligation secured hereby, it may enforce the sale thereof at its option, either before, contemporaneously with, or after any Lender's sale is made hereunder, and on any default of Borrower, Lender may, at its option, offset against any indebtedness owing by it to Borrower, the whole or any part of the indebtedness secured hereby, and the Lender is hereby authorized and empowered at its option, without any obligation so to do, and without affecting the obligations hereof, to apply toward the payment of any indebtedness secured hereby, any and all sums or money, or credits of or belonging to Borrower and which the Lender may have in its possession or under its control, including, among other things, any impounds held by Lender under paragraph (6) hereof.

In order to assure the definiteness and certainty of the rights and obligations herein provided, Borrower waives any and all rights of offset which Borrower now or hereafter may have against Lender, of claims and no offset made by Lender shall relieve Borrower from paying installments on the obligations secured hereby as they become due.

(22) **Power of Lender.** Without affecting the liability of any person, including Borrower, for the payment of any indebtedness secured hereby, or the lien of this mortgage upon any remainder of such property for the full amount of any indebtedness then or thereafter secured hereby, or the rights or powers of Lender with respect to the remainder of such property (other than any person or property specifically released by Lender), Lender from time to time, without liability therefor, and without notice to Borrower, may do any one or more of the following: (a) release any additional security for the indebtedness secured hereby; (b) extend the time or otherwise alter the terms of payment of such indebtedness; (c) accept additional security; (d) substitute or release any property securing such indebtedness; (e) consent to the making of any map or plat thereof; (f) join in granting any easement thereon; or (g) join in any extension agreement subordinating or otherwise affecting the lien or charge hereof.

(23) **Waiver of Statute of Limitations.** Time is of the essence as to all of Borrower's obligations hereunder, and to the extent permitted by law, Borrower waives all present or future statutes of limitation with respect to any debt, demand or obligation secured hereby in any action or proceeding for the purpose of enforcing this Mortgage or any rights or remedies hereunder.

(24) **Inspection and Business Records.** Lender at any time during the continuation of this Mortgage may enter and inspect such property at any reasonable time. Borrower agrees that in the event that such property is now or hereafter used for commercial or residential income purposes, that when requested by Lender, Borrower will promptly deliver to Lender such certified financial statements and profit and loss statements of such types and at such intervals as may be required by Lender which will be in form and content prepared according to the generally accepted accounting principles and practices, which statements shall cover the financial operations relating to such property, and Borrower further agrees, when requested by Lender, to promptly deliver, in writing, such further additional information as required by Lender relating to any such financial statements.

(25) **Governing Law; Severability.** The loan secured by this Mortgage is made pursuant to, and shall be construed and governed by, the laws of the United States and the rules and regulations promulgated thereunder, including the federal laws, rules and regulations for federal savings and loan associations. If any paragraph, clause or provision of this Mortgage or the note or any other notes or obligations secured by this Mortgage is determined by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those paragraphs, clauses or provisions so determined and shall not affect the remaining paragraphs, clauses and provisions of this Mortgage or the note or other notes secured by this Mortgage.

(26) **Offsets.** No indebtedness secured by this Mortgage shall be offset or compensated or shall be deemed to have been offset or compensated by all or part of any claim, cause of action, counterclaim or part of any claim, cause of action, counterclaim or crossclaim, whether liquidated or unliquidated, which Borrower now or hereafter may have or may claim to have against Lender, and, in respect to the indebtedness now or hereafter secured hereby, Borrower waives to the fullest extent permitted by law, any and all rights of offset which Borrower now or hereafter may have or claim to have in respect to all or part of the indebtedness secured hereby, and further waives the benefits or any applicable law, regulation or procedure which provides or substantially provides that, where the cross-demands for money have existed between persons at any point in time when neither demand was barred by the applicable statute of limitations, and an action is thereafter commenced by one such person, the other person may assert in his answer the defense of payment in that the two demands are compensated so far as they equal each other, notwithstanding that an independent action asserting his claim would at the time of filing his answer be barred by the applicable statute of limitations.

(27) **Future Advances.** It is further covenanted and agreed by the parties hereto that this Mortgage also secures the payment of and includes all future, or further advances as may be made by the Lender to and for the benefit of the Borrower, its heirs, personal representatives or assigns, within twenty (20) years from the date hereof, or within such lesser period of time as may be provided hereafter by law as a prerequisite for the sufficiency of actual notice or record notice of the optional future or additional advances as against the rights of creditors or subsequent purchasers for valuable consideration. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal sum of

\$ 66,400.00, plus interest thereon and any and all disbursements made for the payment of taxes, levies or insurance on the property covered by the lien of this Mortgage with interest on such disbursements at the rates specified in the Note referred to in this Mortgage. Such further or future advances shall be wholly optional with the Lender and the same shall bear interest at the same rate as specified in the note referred to herein, unless and until said interest rate shall be modified by subsequent agreement. Any such future or further advances which may be made by the Lender to and for the benefit of the Borrower, its heirs, personal representatives or assigns, in accordance with this paragraph shall be secured by this Mortgage to the same extent as if such future or further advances were made on the date of the execution hereof, irrespective of whether the note and Mortgage are in default or whether the note is past maturity and is due and payable in its entirety.

(28) **Misrepresentation or Nondisclosure.** Borrower has made certain written representations and disclosures in order to induce Lender to make the loan evidenced by the note or notes which this Mortgage secures, and in the event that Borrower has made any misrepresentation of material fact or failed to disclose any material fact, Lender, at its option and without prior notice, shall have the right to declare the indebtedness secured by this Mortgage, irrespective of the maturity date specified in the note or notes, immediately due and payable.

(29) **Notice to Borrower.** Any notice to the Borrower provided for in the note or this Mortgage shall be deemed given when it is deposited in the United States mail, postage prepaid, addressed to the Borrower at the address of the Borrower as it appears in Lender's records pertaining to the loan evidenced by the note at the time notice is given.

(30) **General Provisions.** (a) This Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. (b) The term "Lender" shall mean the owner and holder (including a pledgee) of any note secured hereby, whether or not named as Lender herein. (c) Wherever the context so requires, the masculine gender includes the feminine and neuter, the singular number includes the plural and vice versa. (d) Captions and paragraph headings used herein are for convenience only, are not a part of this agreement and shall not be used in construing it.

(31) **Adjustable Rate Mortgage Provisions.** The note which this Mortgage secures contains provisions which permit: (a) increases and decreases to the rate of interest provided in the note on a monthly basis; (b) increases and decreases to the monthly payment of principal interest on a yearly basis; (c) a limitation on increases and decreases to said monthly payment amount; and (d) increases in the outstanding principal amount due on the loan. Reference is made to said note for a complete description of the adjustable rate terms of the indebtedness secured by this Mortgage.

(32) **Attorney's Fees.** As used in this Mortgage and in the note "attorney's fees" shall include attorney's fees throughout all appeals.

(33) **Security Agreement.** This Mortgage shall also constitute and serve as a "Security Agreement" within the meaning of and shall create a security interest under Florida's Uniform Commercial Code, the secured party being herein referred to as "Lender" and Debtor being herein referred to as "Borrower." The Borrower agrees to and shall execute and deliver to the Lender such "Financing Statements" and such further assurances as the Lender may, from time to time, consider necessary to create, perfect and preserve the Lender's liens upon all rents, insurance proceeds, condemnation awards, and other personal property herein described and all additions, substitutions, replacements and accessions thereto, and all proceeds of its or their sale or other disposition. The Lender, at the expense of the Borrower, may cause such Financing Statements and assurances to be recorded and rerecorded, filed and refiled, and renewed or continued, at such times and places as may be required or permitted by law to create, perfect and preserve such liens. In the event the Borrower fails to promptly execute and return to the Lender such Financing Statements as the Lender may require to create, preserve and perfect its lien, the Borrower shall and does hereby designate the Lender to act as the Borrower's agent for the sole and limited purpose of executing such Financing Statements and any such execution by the Lender pursuant to this Agreement shall be effective and binding upon the Borrower as though executed originally by the Borrower. The Borrower's designation as agent hereunder shall not be subject to revocation until the note is paid in full. The Lender shall have all the rights, with respect to all property encumbered hereby, afforded to the Lender under the Florida Uniform Commercial Code in addition to, but not in limitation of, the other rights afforded to the Lender by the Mortgage. Any after-acquired personal property or fixtures used in connection with said property shall be encumbered by the lien of this Mortgage, and if appropriate or desired by the Lender, new Financing Statements covering the same shall be executed by the Borrower and forwarded to the Lender with the cost of recording same.

IN WITNESS WHEREOF, BORROWER has executed this Mortgage.

Signed, sealed and delivered in the presence of:

Anna Leon Chosen
WITNESS
Leslie G. Sullivan
WITNESS

LOAN NO. 1127721-7
STATE OF FLORIDA
COUNTY OF OSCEOLA

SS

Leslie G. Sullivan (SEAL)
LESLIE G. SULLIVAN
Asneth S. Sullivan (SEAL)
ASNETH S. SULLIVAN

The foregoing instrument was acknowledged before me this 13th day of November, 1989, by

LESLIE G. SULLIVAN AND ASNETH S. SULLIVAN, HUSBAND AND WIFE

Anna Leon Chosen
NOTARY PUBLIC, State of Florida at Large

My commission expires:



FILED, RECORDED AND
RECORD VERIFIED
MEL WILLS, JR., CLK. CIR. CT.
OSCEOLA COUNTY

By *[Signature]* D.C.

RETURN TO:
OSCEOLA TITLE INC.
P.O. Box 423397
Kissimmee, FL 34742
Kissimmee, FL 34742

OSC: INC.
OSC: INC.
F 337
KISSIMMEE, FL 34742

Exhibit P

DISPLAY/HISTORY

12-12020-mg Doc 8068-19 Filed 02/05/15 Entered 02/05/15 13:24:22 Exhibit P

Acct: [REDACTED] 3060 Name: LESLIE G SULLIVAN

1 Pg 8 of 6 8

Investor: 96392 Warn: 0 Lock: 1 Stop: 0

Page:

SSN: [REDACTED] 5809

Refresh Date:

- Dates -	Paid To: 8/20/2013	Next Due: 9/20/2013	Last Pmt: 8/30/2013
- Bal -	Prin: \$0.00	Esc: \$0.00	
- Uncol -	LC: \$0.00	P&I Adv: \$0.00	Esc Sht: \$0.00

NOTES:

Trans Added Date	Trans Type	Area ID that Originated the Message	Document Notice Id	Document Text Id	Document Text Type Code	Add Teller	TransactionDescription
2/25/2005	ET		0	0	0		ARM CHANGE NOTICE SCHEDULED FOR 12/20/04
2/25/2005	DM					T:05995	BREACH HOLD PLACED-EXPIRATION DATE 03/07/05
2/28/2005	DM					T:00000	EARLY IND: SCORE 397 MODEL EI30N
2/28/2005	ET		0	0	0		ARM CHANGE NOTICE SCHEDULED FOR 01/20/05
2/28/2005	D28		0	DT	8		MANUAL BILLING STATEMENT FROM REPORT R628
2/28/2005	D19		0	04	8		ARM CHANGE NOTICE CREATED - LETTER
3/1/2005	DMD					T:22222	02/28/05 11:48:00 noanswer
3/1/2005	DMD					T:22222	02/28/05 17:32:00 i
3/1/2005	DMD					T:22222	02/28/05 17:32:00 amd
3/1/2005	DMD					T:22222	03/01/05 08:30:00 e
3/1/2005	DMD					T:22222	03/01/05 08:30:00 prtyhgup
3/1/2005	DMD					T:22222	02/28/05 11:48:00 noanswer
3/1/2005	DMD					T:22222	02/28/05 17:32:00 i
3/1/2005	DMD					T:22222	02/28/05 17:32:00 amd
3/1/2005	ET		0	0	0		ARM CHANGE NOTICE SCHEDULED FOR 02/18/05
3/1/2005	NT	ACQ				T:01747	Mail Welcome Letter
3/1/2005	D19		0	04	8		ARM CHANGE NOTICE CREATED - LETTER
3/2/2005	DMD					T:22222	03/02/05 08:35:00 e
3/2/2005	DMD					T:22222	03/02/05 08:35:00 LM
3/2/2005	D19		0	04	8		ARM CHANGE NOTICE CREATED - LETTER
3/2/2005	D19		0	05	8		DEF - OPTIONS TO AVOID FORECLOSURE
3/3/2005	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
3/4/2005	DMD					T:22222	03/04/05 08:37:00 e
3/4/2005	DMD					T:22222	03/04/05 08:37:00 prtyhgup
3/4/2005	DMD					T:22222	03/04/05 17:45:00 RP
3/4/2005	DM					T:08664	CALLED TO COLL PST DUE PMT OR DISJ LOSS MIT OPTION
3/4/2005	DM					T:08664	TT HO WHO ADV.THT HE WANTS TO WAIT TILL THE INFO
3/4/2005	DM					T:08664	WE SENT OUT TO HIM LAST WEEK HE GETS. THEN HE WILL
3/4/2005	DM					T:08664	MAIL IN HIS PMT. OFFERED TO GIVE HIM THE MAILING

1/31/2008	DMD	12 12020 mg	Doc 8068 19	Filed 02/05/15	Entered 02/05/15 13:24:22	00/00/00 00:00:00	Exhibit P
1/31/2008	DMD					00/00/00 00:00:00	
1/31/2008	DMD					01/31/08 09:59:48	ANS MACH
1/31/2008	D19	0	05	8			DEF - OPTIONS TO AVOID FORECLOSURE
2/1/2008	DMD					T:22222	00/00/00 00:00:00
2/1/2008	DMD					T:22222	00/00/00 00:00:00
2/1/2008	DMD					T:22222	02/01/08 15:07:12 INCOMPLETE
2/1/2008	DM					T:22561	TT B1, VAI, ADV OF TAD,LTC,CR, BR LTR. STTD RFD IS
2/1/2008	DM					T:22561	THAT HIS RESIDENTS HADNT BEEN PAING HIM THEY ARE
2/1/2008	DM					T:22561	GOING THROUGH SOME FINANCIAL DIFFICULTIES. STTD
2/1/2008	DM					T:22561	WILL TRY AND GET AT LEAST ONE PYMT IN BY 2/19. ADV
2/1/2008	DM					T:22561	B1 TO CALL BACK TO SET-UP ARRQ.
2/1/2008	DM					T:22561	DFLT REASON 3 CHANGED TO: TENANT NOT PAYING
2/1/2008	DM					T:22561	ACTION/RESULT CD CHANGED FROM BRIN TO BRUN
2/1/2008	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
2/1/2008	D19		0	06	8		PIN-NOTICE OF TERMINATION OF POLICY
2/1/2008	D19		0	06	8		PIN-NOTICE OF TERMINATION OF POLICY
2/4/2008	FSV		0	00	1	T:00000	INSP TYPE D ORDERED; REQ CD =AUTO DELQ
2/4/2008	NT					T:25042	PBP VRU12 CONF # 2008020445295787 AMT \$657.22
2/4/2008	DM					T:30149	B1 CI VI ADV TAD,RFD
2/4/2008	DM					T:30149	WAS TENANTS WAS NOT PAYING THE PROPERTY,NO
2/4/2008	DM					T:30149	FRIENDS & RELATIVES THAT CAN BRW MNY FRM DEM,NO
2/4/2008	DM					T:30149	OTHER SOURCE OF INCOME,NO 401K,NO EXTRA MNY IN
2/4/2008	DM					T:30149	SAVINGS ACCT. SUDENLY GOT DC.
2/4/2008	DM					T:30149	DFLT REASON 1 CHANGED TO: TENANT NOT PAYING
2/4/2008	DM					T:30149	ACTION/RESULT CD CHANGED FROM BRUN TO BRUN
2/4/2008	DM					T:30149	ACTION/RESULT CD CHANGED FROM BRUN TO BRUN
2/5/2008	NT	OPT				T:22278	b1 ci said he rcvd letter re cancellation letters
2/5/2008	NT	OPT				T:22278	fr disability and accidental death optl ins and
2/5/2008	NT	OPT				T:22278	buyers advantage optl product.b1 said he still
2/5/2008	NT	OPT				T:22278	would like to enroll in those programs.adv gave
2/5/2008	NT	OPT				T:22278	home solutions ph#/gracemaria73987
2/6/2008	DMD					T:22222	02/06/08 17:29:33 LEFT MESSAGE
2/6/2008	DMD					T:22222	02/06/08 13:16:35 NO ANSWER
2/6/2008	DMD					T:22222	02/06/08 09:20:25 NO ANSWER
2/6/2008	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
2/8/2008	DMD					T:22222	02/08/08 14:26:32 LEFT MESSAGE
2/8/2008	DMD					T:22222	02/08/08 11:43:27 NO ANSWER
2/8/2008	DMD					T:22222	02/08/08 09:49:41 NO ANSWER
2/12/2008	DMD					T:22222	00/00/00 00:00:00

8/28/2008	DM	12 12020 mg	Doc 8068-19	Filed 02/05/15	Entered 02/05/15 13:24:22	T:30449	HIS FIN THE WAY THEY ARE BESIDES ALLOW HIM TIME TO
8/28/2008	DM					T:30449	SELL BWILLS6152
8/28/2008	DM					T:30449	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI
8/28/2008	DM					T:30449	WAS ACCURATE HE STARTED RANTING HE KEPT RANTING
8/28/2008	DM					T:30449	AND WOULD NEVER ANSWER ?S JUST KEPT RANTING ABOUT
8/28/2008	DM					T:30449	US SNDING HIS FUNDS BACK NO ONE WANTING PROPERTY
8/28/2008	DM					T:30449	ADV B1 THAT W FIN CAN NOT SET UP PMNT ARNGMNTS CAN
8/28/2008	DM					T:30449	ALLOW TIME SELL PROP AND ALLOW HIM TO KEEP MKING
8/28/2008	DM					T:30449	PMNTS HE CONT RANTING AND DID
8/28/2008	DM					T:30449	ACTION/RESULT CD CHANGED FROM LMDC TO OAAI
8/28/2008	DM					T:30449	TT B1 VAI ADV ACT STATUS STD HE SENT IN CERT CHK
8/28/2008	DM					T:30449	VIA WUQC FOR 1 PMNT ADV IT WAS RETURNED BC IT WAS
8/28/2008	DM					T:30449	ONLY 1/3 PMNTS AND ACT HAS BEEN REFERRED HE STD
8/28/2008	DM					T:30449	THE TENANTS ARE NOT PAYING HIM RENT AND HE IS
8/28/2008	DM					T:30449	TRYING TO DO AS MUCH AS POSSIBLE FIN ON FILE SHOW
8/28/2008	DM					T:30449	THAT HE IS OVEREXTENDED ASKED IF THAT INFO
8/28/2008	DM					T:30449	ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
8/29/2008	LMT						LMT BPO/APPRaisal REC ADDED
8/29/2008	FSV		0	0	0	T:21396	INSP TP R RESULTS RCVD; ORD DT=08/27/08
8/29/2008	NT	COL				T:21396	BPO VALUE RECEIVED FROM CLEAR CAPITAL
9/8/2008	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
9/12/2008	CBR		0	00	1	T:00000	DELINQUENT: 60 DAYS
9/15/2008	DM					T:00000	PROMISE BROKEN 09/15/08 PROMISE DT 09/15/08
9/15/2008	DM					T:08101	MR CLD IN, V/INFO. ADV MR IS OWING FOR JUNE-AUG
9/15/2008	DM					T:08101	PMTS. MR ADV THT HE IS WAITING ON HIS FUNDS TO
9/15/2008	DM					T:08101	COME IN FRM HIS 401K. AND THN HE WLL MK PMTS FOR
9/15/2008	DM					T:08101	TAD ON ACC. ADV MR AMT WLD BE \$2357.04 W/FUNDS 1U.
9/15/2008	DM					T:08101	MR OK'D. RFD: MR IS NT GETTING RENT, HS NT FOR
9/15/2008	DM					T:08101	4MNTHS. CRDT/LCS/CLLS/LTRS.
9/15/2008	DM					T:08101	DFLT REASON 1 CHANGED TO: CURTAILMENT OF INCOME
9/15/2008	DM					T:08101	ACTION/RESULT CD CHANGED FROM LMDC TO BRUN
9/18/2008	FOR						FORECLOSURE APPROVAL (1) COMPLETED 09/18/08
9/18/2008	NT	FCL				T:25101	Foreclosure Referral Review Completed
9/18/2008	NT	FCL				T:25101	and Management Approved
9/18/2008	FOR						APPROVED FOR FCL 09/18/08
9/19/2008	ET		0	0	0		ARM CHANGE NOTICE SCHEDULED FOR 09/19/08
9/19/2008	FOR						09/19/08 - 12:49 - 32012
9/19/2008	FOR						Uploaded Comment: TITLE SEARCH
9/19/2008	FOR						ORDERED (DIS)
9/19/2008	FOR						09/19/08 - 12:49 - 32012

10/6/2008	FOR	12 12020 mg	Doc 8068	19	Filed 02/05/15	Entered at-stern - To: Shelly Lewis (GMAC)	Exhibit P
10/6/2008	FOR					02/05/15 13:24:22	Message: Fees and costs have been
10/6/2008	FOR						submitted for all of the requested p
10/6/2008	FOR						10/06/08 - 10:53 - 33319
10/6/2008	FOR						rocesses.
10/6/2008	FOR						10/06/08 - 10:53 - 33319
10/6/2008	FOR						Fees and costs response: Good
10/6/2008	FOR						Through:10/18/2008 Fees: 1080.00
10/6/2008	FOR						Costs: 1525.00 Comment:
10/6/2008	FOR						10/06/08 - 10:45 - 53161
10/6/2008	FOR						A fees and costs request has been
10/6/2008	FOR						entered for this loan by Shelly
10/6/2008	FOR						Lewis, good through 10/18/2008
10/6/2008	DM					T:20236	VI TT B1 ADV TAD,CR,NOR,NOR EXP,LC,F/C..ADV NO
10/6/2008	DM					T:20236	SALD DATE..RFD THIS IS A RENTL PROP.. PROB W
10/6/2008	DM					T:20236	TENANT NT PYG. UPDATED FIN.. SETUP 3 MON RPP.DP
10/6/2008	DM					T:20236	DUE 10/16 3000.00 WUQC..SLEWIS6289
10/6/2008	DM					T:20236	DFLT REASON 2 CHANGED TO: TENANT NOT PAYING
10/6/2008	DM					T:20236	ACTION/RESULT CD CHANGED FROM BRUN TO LMDC
10/6/2008	NT					T:20236	from retiremt to pay down pmt.. and plan to use
10/6/2008	NT					T:20236	funds from tenant in nov to fully r/i... adv while
10/6/2008	NT					T:20236	on rpp no grace,neg cr,lc
10/6/2008	NT					T:20236	source of funds retirement
10/6/2008	NT					T:20236	monetary impact loss 5k for rentl and repairs
10/6/2008	NT					T:20236	slewis6289
10/6/2008	NT					T:20236	Repay Plan
10/6/2008	NT					T:20236	Date of Down Pmt: 10/16/08
10/6/2008	NT					T:20236	Dwn Pymt Amt: 3000.00
10/6/2008	NT					T:20236	Term: 2 mon
10/6/2008	NT					T:20236	New Installs: 11/16/08 \$3390.96
10/6/2008	NT					T:20236	RFD: this is a rentl prop..a 2 family home..a
10/6/2008	NT					T:20236	duplex... prob w tenants not pyg startd mar
10/6/2008	NT					T:20236	07 and is ongoing....tenant not pyg..in the
10/6/2008	NT					T:20236	process of evictg.. tenant expctg money from insur
10/6/2008	NT					T:20236	comp.. b1 sttd shld be able to fully r/i next
10/6/2008	NT					T:20236	mon..updated fin..h/o income does nt support a 2
10/6/2008	NT					T:20236	mon rpp..but h/o able to use funds he got..contnu
10/6/2008	LMT						REPAY PLAN STARTED (4001) COMPLETED 10/06/08
10/6/2008	RPA	00					REPAY PLAN SET UP
10/6/2008	LMT						LMT SOLUTN PURSUED (6) COMPLETED 10/06/08

10/16/2008	FOR	12 12020 mg	Doc 8068 19	Filed 02/05/15	Entered 02/05/15 13:24:22	following event: Attorney Confirmed
10/16/2008	FOR					File on Hold, completed on
10/16/2008	FOR					10/16/2008
10/16/2008	FOR					10/16/08 - 09:36 - 53171
10/16/2008	FOR					User has updated the system for the
10/16/2008	FOR					following event: Attorney Notified
10/16/2008	FOR					to Place File on Hold, completed on
10/16/2008	FOR					10/16/2008
10/16/2008	FOR					10/16/08 - 09:36 - 53171
10/16/2008	FOR					Process opened 10/16/2008 by user
10/16/2008	FOR					Shea Masters.
10/16/2008	DM				T:29996	B1CI:VI. H/O WANTED TO MAKE SURE 3K RECVD. ADVD
10/16/2008	DM				T:29996	YES. H/O UNDERSTD. SMASTERS X6703
10/16/2008	DM				T:29996	ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
10/16/2008	CIT	COL10			T:29996	003 NEW CIT 649: please apply funds in 1u iao
10/16/2008	CIT	COL10			T:29996	3000 to activate repayment plan. thank you.
10/17/2008	ET		0	0	0	ARM CHANGE NOTICE SCHEDULED FOR 10/20/08
10/17/2008	NT	LMT			T:30651	Repay deposit received.
10/17/2008	LMT					REC'D EXECUTED DOCS (4100) COMPLETED 10/17/08
10/18/2008	FOR					10/16/08 - 22:39 - 32012
10/18/2008	FOR					Uploaded Comment: AWAIT SERVICE
10/18/2008	FOR					(DIS)
10/18/2008	FOR					10/16/08 - 22:39 - 32012
10/18/2008	FOR					Uploaded Comment: COMPLAINT FILED
10/18/2008	FOR					10/10/2008 (DIS)
10/20/2008	DM				T:24025	B1 CLD UPSET THAT HE WAS SERVED WITH FC PAPERS
10/20/2008	DM				T:24025	WHEN HE IS ON A REPAY PLAN.ADV WILL NOTE THE
10/20/2008	DM				T:24025	ACCT.B1 ALSO STATED HE WILL SEND IN NOV.PYMT.NEXT
10/20/2008	DM				T:24025	WEEK.
10/20/2008	DM				T:24025	ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
10/21/2008	FOR					FILE CLOSED (1000) COMPLETED 10/16/08
10/22/2008	FOR					10/21/08 - 10:52 - 33319
10/22/2008	FOR					User has updated the system for the
10/22/2008	FOR					following event: Attorney Confirmed
10/22/2008	FOR					File Closed, completed on 10/21/2008
10/22/2008	FOR					10/21/08 - 10:41 - 39188
10/22/2008	FOR					User has updated the system for the
10/22/2008	FOR					following event: Attorney Notified
10/22/2008	FOR					to Close and Bill, completed on
10/22/2008	FOR					10/21/2008

Exhibit Q

UNITED STATES BANKRUPTCY COURT		PROOF OF CLAIM
Name of Debtor: Residential Capital, LLC, et al		Case Number: 12-12020 (MG)
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense 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): Nikki C. Johnson		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: 2045 Esquire Lane Racine, WI 53406		
Telephone number: (262) 260-8693 <div style="text-align: center;"> <input checked="" type="checkbox"/> Date Stamped Copy Returned <input type="checkbox"/> No self addressed stamped envelope <input type="checkbox"/> No copy to return </div>		
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
Telephone number:		
1. Amount of Claim as of Date Case Filed: \$ <u>in review</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <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 filing of the bankruptcy petition or cessation of the debtor's business, 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 -- 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other -- Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$ _____ <small>*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.</small>
2. Basis for Claim: <u>Acts of debtor</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		
7. Documents: Attach 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. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		
Date: <u>10-22-12</u> Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <u>Nikki C. Johnson</u> <u>Nikki C. Johnson</u>		RECEIVED OCT 24 2012 KURTZMAN CARSON CONSULTANTS

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.



1212020121024000000000256

The Independent Foreclosure Review is in process and my loan is being reviewed. It is determining if I suffered financial injury as a result of errors or other problems during the foreclosure process. I have no idea what if anything I am owed but there is a website that lists possible compensation.

IndependentForeclosureReview.com/Remediation.aspx

Sincerely,

A handwritten signature in black ink, appearing to read "Nikki C. Johnson", with a long horizontal flourish extending to the right.

Nikki C. Johnson

Independent Foreclosure Review

September 28, 2012



This letter is confirming your Request for Review has been received and is being reviewed.

Reference Number: 1002026517

Property Address:

2045 Esquire Ln
Racine WI 53406-2395

***** SINGLE PIECE
77419-00-V008-0006034-SIP-M3105
Nikki C Johnson
2045 Esquire Ln
Racine WI 53406-2395



Si usted habla español, tenemos representantes que pueden asistirle en su idioma.

Dear Nikki C Johnson,

Many homeowners are concerned about the pace of the Independent Foreclosure Review. This letter is intended to let you know that the review you requested of your mortgage foreclosure as part of the Independent Foreclosure Review is in process.

STATUS

More than 220,000 people to date have asked for reviews. Each review has many steps and takes time—so it may be several more months before the results of your file review are available.

PROCESS

Independent consultants will carefully review your request and you will receive a letter about the findings when the review is finished. If the review shows an error by the servicer in your foreclosure that resulted in financial injury to you, the servicer will be required to compensate you for that financial injury, which may involve a payment or other remedy to you and any necessary correction of your record. General information about the review process is available by calling 1-888-952-9105.

COMPENSATION

The compensation or other remedy a homeowner may receive will depend on the type of error found in their file. You can find information about possible compensation at IndependentForeclosureReview.com/Remediation.aspx

OTHER HELP

If you need help with your mortgage now, you may talk to your loan servicer or contact a HUD-approved nonprofit organization that helps homeowners in distress. Information about HUD-approved nonprofit organizations that can provide free assistance is available at <http://www.makinghomeaffordable.gov/get-started/housing-expert> or by calling 1-888-995-HOPE (4673).

Your patience is appreciated as the independent consultants are working to review your request.

Sincerely,

Independent Review Administrator - Rust Consulting, Inc.

Independent Foreclosure Review

April 23, 2012



***** SINGLE PIECE
75262-13-V001-0000088-ACKL-M3105
Nikki C Johnson
c/o Nikki C Johnson
2045 Esquire Ln
Racine WI 53406-2395



**Your Request for Review Form
has been received.**

Reference Number: 1002026517

Property Address:

2045 Esquire Ln
Racine WI 53406-2395

*Si usted habla español, tenemos representantes que
pueden asistirle en su idioma.*

Dear Nikki C Johnson,

We have received a Request for Review Form for the property noted above. If you have requested an Independent Foreclosure Review, your request will now be evaluated to confirm eligibility.

If your request meets the eligibility requirements, it will be reviewed by an independent consultant. Your servicer will provide relevant documents along with any findings and recommendations related to your request to the independent consultant for review. Your servicer may be asked to clarify or confirm facts and disclose reasons for events that occurred related to the foreclosure process. You could be asked to provide additional information or documentation.

The Independent Foreclosure Review will determine if you suffered financial injury as a result of errors or other problems during the foreclosure process. You will receive a letter with the findings of the review and information about possible compensation or other remedy. Because the review process will be a thorough and complete examination of many details and documents, the review could take several months.

Please note, if you do not meet the eligibility requirements or the information you provided was not about errors or other problems during the foreclosure process, we will notify you within 90 days of this letter that your submission will not be reviewed by the Independent Foreclosure Review process.

If you have questions or need a Form by mail, call 1-888-764-8867, Monday through Friday,
8 a.m.–10 p.m. ET or Saturday, 8 a.m.–5 p.m. ET.

Sincerely,

Independent Review Administrator

Independent Foreclosure Review



73425-07-V001-0031482
Nikki C Johnson
2045 Esquire Ln
Racine WI 53406-2395



Important Notice:

Your loan may be eligible for an Independent Foreclosure Review that may result in compensation or other remedy. Please respond by April 30, 2012.

Loan Number: [REDACTED] 8305

Reference Number: 1002026517

Property Address:
2045 Esquire Ln
Racine WI 53406-2395

If you have more than one mortgage account that meets the initial criteria for an independent review, you will receive a separate notice for each. You will need to submit a separate Request For Review Form for each account.

You are receiving this notice because the above property is or was active in the foreclosure process between January 1, 2009 and December 31, 2010.

Si usted habla español, tenemos representantes que pueden asistirle en su idioma.

The Board of Governors of the Federal Reserve System and the Office of the Comptroller of the Currency (federal bank regulators) have required an **Independent Foreclosure Review** to identify customers who may have been financially injured as a result of errors, misrepresentations, or other deficiencies made during the foreclosure process. GMAC Mortgage servicing on behalf of USAA Federal Savings Bank's records indicate that your loan may meet the initial criteria:

- Your mortgage loan was active in the foreclosure process between January 1, 2009 and December 31, 2010.
- The property was your primary residence.

If you believe that you may have been financially injured, you may submit a Request for Review Form for an **Independent Foreclosure Review** by a consultant outside of GMAC Mortgage servicing on behalf of USAA Federal Savings Bank.

The **Independent Foreclosure Review** will not have an impact on your credit report or any other options you may pursue related to your foreclosure. If you filed a complaint about the foreclosure process prior to this independent review, you are still eligible to submit a Request for Review Form.

The Review Process

Step 1: Review the enclosed Request for Review Form.

The form describes examples of situations that may have led to financial injury during the foreclosure process.

Step 2: After reviewing the form, if you believe you may have been financially injured, complete and submit a Request for Review Form describing your situation.

Return the completed form using the enclosed prepaid envelope by April 30, 2012.

You will be sent an acknowledgement letter within one week after your request is received.

Step 3: Your request will be evaluated to confirm eligibility for the Independent Foreclosure Review.

If your request meets the eligibility requirements, it will be reviewed by an independent consultant.

Exhibit R

NOTE**April 25, 2002**

[Date]

Racine

[City]

WISCONSIN

[State]

2045 Esquire Lane, Racine, WI 534062395

[Property Address]

1. BORROWER'S PROMISE TO PAY

I return for a loan that I have received, I promise to pay U.S. \$ 216,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is **USAA Federal Savings Bank**

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

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of **6.750 %**.

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

3. PAYMENTS**(A) Time and Place of Payments**

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

I will make my monthly payment on the **1st** day of each month beginning on **June 01, 2002**. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on **May 01, 2017**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at **Attn: Payment Processing, P.O. Box 205, Waterloo, IA 50704** or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ **1,911.40**.

4. BORROWER'S RIGHT TO PREPAY

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

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

8305

1052

MULTISTATE FIXED RATE NOTE-Single Family

US5N (0104)

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 3

Initials *my*

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

8305

US5N (0104)

Page 2 of 3

1052

Initials 

10. APPLICABLE LAW

Lender is a federally chartered savings bank governed, in part, by the Home Owner's Loan Act of 1933 and the rules and regulations promulgated pursuant thereto (the "Act"). To the extent permitted by the Act, this Note will be governed by applicable federal law and by the interest rate and usury provisions of the state of Texas.

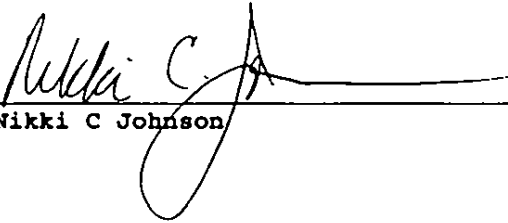
11. UNIFORM SECURED NOTE

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

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

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

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



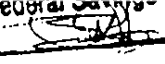
Nikki C Johnson (Seal) _____ (Seal)
-Borrower -Borrower

(Seal) (Seal)
-Borrower -Borrower

(Seal) (Seal)
-Borrower -Borrower

(Seal) (Seal)
-Borrower -Borrower

Pay to the Order of

without recourse
USAA Federal Savings Bank
By 

Name Eve Perez Huey
Title Post Closing Manager

[Sign Original Only]

8305

1052

Exhibit S

MORTGAGE

REGISTER'S OFFICE
RACINE COUNTY, WI

DOCUMENT NUMBER

RECORDED _____

NAME & RETURN ADDRESS

2002 MAY -1 PM 2:19

USAA Federal Savings Bank
10750 McDermott Freeway
San Antonio, TX 78288

MARK A. LADD
REGISTER OF DEEDS

PARCEL IDENTIFIER NUMBER

51-008-03-22-01-650-023

39 ✓
_____[Space Above This Line For Recording Data]_____

MIN [REDACTED] 0291

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated April 25, 2002 together with all Riders to this document.

(B) "Borrower" is Nikki C Johnson, an unmarried person

Borrower is the mortgagor under this Security Instrument.

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

[REDACTED] 3305

[REDACTED] 1052

WISCONSIN-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3050 1/01

VMP -6A(WI) (0005) 01

Page 1 of 15

Initials *NY*

VMP MORTGAGE FORMS - (800)521-7291

[REDACTED] 0266

VUL
PAGE
3421
043-051

(D) "Lender" is **USAA Federal Savings Bank**

Lender is a **Federally Chartered Savings Bank**
organized and existing under the laws of the **United States of America**
Lender's address is **10750 McDermott Freeway, San Antonio, TX 78288**

(E) "Note" means the promissory note signed by Borrower and dated **April 25, 2002**
The Note states that Borrower owes Lender **Two Hundred Sixteen Thousand And Zero/100**
Dollars

(U.S. \$ **216,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than **May 01, 2017**

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

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

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

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

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

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

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

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

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

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

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

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its
implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to
time, or any additional or successor legislation or regulation that governs the same subject matter. As used

8305

VZMB-6A(WI) (0005).01

Page 2 of 15

Initials

1052

Form 3050 1/01

in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the

County

of

Racine

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

ALL OF LOT 16,, BLOCK 2, AND THE WEST 9.33 FEET OF LOT 15, BLOCK 2 OF
COACHLAMP MANOR SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF.
SAID LAND BEING IN THE TOWN OF MT PLEASANT, RACINE COUNTY, WISCONSIN.

which currently has the address of 2045 Esquire Lane

Racine

("Property Address"):

[City], Wisconsin 53406

[Street]
[Zip Code]

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.

3305

Initials

1052

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

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

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

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

3305

1052

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

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

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

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

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


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

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

3305

WMP-6A(WI) (0005) 01

Page 5 of 15

Initials 

1052

Form 3050 1/01

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

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

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

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

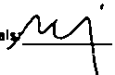
All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and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

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

8305

WAP-6A(WI) (0005) 01

Page 6 of 15

Initials 

1052

Form 3050 1/01

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

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

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

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

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

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

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

8305

VMP-6A(WI) (0005) 01

Page 7 of 15

Initialed

1052

Form 3050 1/01

Attorneys' Fees (as defined in Section 25) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

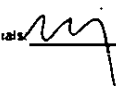
As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance,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

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

8305

UHP-6A(WI) (0005) 01

Page 6 of 15

Initials 

1052

Form 3050 1/01

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

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

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

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

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

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

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


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

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

8305

UMP-6A(WI) (0005) 01

Page 9 of 15

Initials 

1052

Form 3050 1/01

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

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

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

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

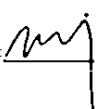
If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary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

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

8305

UHP 6A(WI) (0005) 01

Page 10 of 15

Initials: 

1052
Form 3050 1/01

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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

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

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

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

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

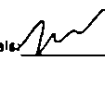
19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25), property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

8305

WHP-6A(WI) (0005) 01

Page 11 of 15

Initials 

1052

Form 3050 1/01

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

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

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

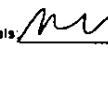
Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any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

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

8305

EW-6A(WI) (0005) 01

Page 12 of 15

Initials 

1052

Form 3050 1/01

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25) and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25); (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

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

24. Accelerated Redemption Periods. If the Property is a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846.101 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax-exempt charitable organization, Borrower agrees to the provisions of Section 846.103 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

25. Attorneys' Fees. If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "Reasonable Attorneys' Fees" shall mean only those attorneys' fees allowed by that Chapter.

8305

UAD-6A(WI) (0005) 01

Page 13 of 15

Initials

052

Form 3050 1/01

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

Witnesses:

Nikki C Johnson (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

*

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

3305

VMP -6A(WI) (0005).01

1052

STATE OF WISCONSIN,

County ss:

The foregoing instrument was acknowledged before me this **April 25, 2002**
by **Nikki C Johnson**

My Commission Expires: 6/22/03

Barbara A. Rohlman
Notary Public, State of Wisconsin
BARBARA A. ROHLMAN

This instrument was prepared by

Norma Ruiz
10750 McDermott Freeway
San Antonio, TX 78288

BARBARA A. ROHLMAN
NOTARY PUBLIC
STATE OF WISCONSIN

Exhibit T

**U.S. Bankruptcy Court
Eastern District of Wisconsin (Milwaukee)
Bankruptcy Petition #: 07-29029-svk**

Assigned to: Susan V. Kelley
Chapter 13
Voluntary
Asset
[Claims Register](#)

Date filed: 11/12/2007
Date terminated: 05/01/2012
Debtor dismissed: 03/01/2012
341 meeting: 12/19/2007

Debtor disposition: Dismissed for failure to
make plan payments













Debtor
Nikki Christine Johnson
2045 Esquire Lane
Racine, WI 53406
SSN / ITIN: xxx-xx-3236
aka Nikki Christine Johnson-
Frederiksen
aka Nikki Johnson-Frederiksen










represented **Abraham Michelson**
by P.O. Box 67
617 - 6th Street
Racine, WI 53401-0067
1-262-638-8400
Fax : 1-262-638-1818
Email: amichelson@michelsonlawracine.com










Trustee
Mary B. Grossman
Chapter 13 Trustee
P.O. Box 510920
Milwaukee, WI 53203
414-271-3943





U.S. Trustee
Office of the U. S. Trustee
517 East Wisconsin Ave.
Room 430
Milwaukee, WI 53202
414-297-4499










Filing Date	#	Docket Text
----------------	---	-------------








11/12/2007	 <u>1</u> (53 pgs)	Chapter 13 Voluntary Petition . Filed by Nikki Christine Johnson Government Proof of Claim due by 5/10/2008. (Michelson, Abraham) Receipt Number 00329710, Fee Amount: \$274. (rdj 11/13/07) (Entered: 11/12/2007)
11/12/2007	 <u>2</u> (1 pg)	Certificate of Credit Counseling Filed by Abraham Michelson on behalf of Debtor Nikki Christine Johnson. (Michelson, Abraham) (Entered: 11/12/2007)
11/12/2007	 <u>3</u> (3 pgs)	Chapter 13 Plan. Filed by Debtor Nikki Christine Johnson. (Michelson, Abraham) (Entered: 11/12/2007)
11/12/2007	 <u>4</u> (2 pgs)	First Meeting of Creditors to be held on 12/19/2007 at 11:30 AM in Racine, Room 205. Proof of Claim due by 03/18/2008. Deadline to File a Complaint to Determine Dischargeability of Certain Debts 02/17/2008. (Michelson, Abraham) (Entered: 11/12/2007)
11/15/2007	 <u>5</u> (6 pgs)	BNC Certificate of Mailing - Meeting of Creditors. (RE: <u>4</u> Meeting (AutoAssign Chapter 13)) Service Date 11/15/2007. (Admin.) (Entered: 11/16/2007)
11/15/2007	 <u>6</u> (5 pgs)	BNC Certificate of Mailing - PDF Document. (RE: <u>3</u> Chapter 13 Plan filed by Debtor Nikki Christine Johnson) Service Date 11/15/2007. (Admin.) (Entered: 11/16/2007)
11/20/2007	 <u>7</u> (2 pgs)	Order for Payroll Deduction from debtor's income.. (amg, Deputy Clerk) (Entered: 11/20/2007)
11/22/2007	 <u>8</u> (3 pgs)	BNC Certificate of Mailing - PDF Document. (RE: <u>7</u> Order to Pay Wages) Service Date 11/22/2007. (Admin.) (Entered: 11/23/2007)
12/14/2007	 <u>9</u> (1 pg)	Notice of Appearance and Request for Notice Filed by Jay J. Pitner on behalf of Creditor GMAC Mortgage, LLC. (Pitner, Jay) (Entered: 12/14/2007)
12/21/2007	 <u>10</u> (1 pg)	Meeting of Creditors Held 12/19/2007. Trustee's Recommendation; Confirm. (jbk, Deputy Clerk) (Entered: 12/27/2007)
01/02/2008	 <u>11</u> (1 pg)	Financial Management Course Certificate Filed by Abraham Michelson on behalf of Debtor Nikki Christine Johnson. (Michelson, Abraham) (Entered: 01/02/2008)
01/10/2008	 <u>12</u>	Amended Chapter 13 Plan Filed by Debtor Nikki Christine










		(2 pgs)	Johnson (RE: 3 Chapter 13 Plan. Filed by Debtor Nikki Christine Johnson. (Michelson, Abraham)). (Michelson, Abraham) (Entered: 01/10/2008)
01/10/2008		13 (2 pgs)	Motion to Amend <i>Chapter 13 Plan</i> with Notice of Motion filed by Abraham Michelson on behalf of Debtor Nikki Christine Johnson. Objections due by 2/1/2008. (Michelson, Abraham) (Entered: 01/10/2008)
01/16/2008		14 (4 pgs)	Certificate of Service Filed by Abraham Michelson on behalf of Debtor Nikki Christine Johnson RE: 13 Motion to Amend <i>Chapter 13 Plan</i> . (Michelson, Abraham) (Entered: 01/16/2008)
02/15/2008		15 (2 pgs)	Order Confirming Chapter 13 Plan. (jo, Deputy Clerk) (Entered: 02/15/2008)
02/17/2008		16 (3 pgs)	BNC Certificate of Mailing - PDF Document. (RE: 15 Order Confirming Chapter 13 Plan) Service Date 02/17/2008. (Admin.) (Entered: 02/18/2008)
04/14/2008		17 (2 pgs; 2 docs)	Notice of Transfer of Claim #3 for \$5,677.24 from Hudson & Keyse to Portfolio Recovery Associates, LLC.. Filed by Creditor Portfolio Recovery Associates, Llc. Objections due by 5/9/2008.(Garcia, Dolores) (Entered: 04/14/2008)
04/17/2008		18 (2 pgs)	BNC Certificate of Mailing - PDF Document. (RE: 17 Notice of Transfer of Claim filed by Creditor Portfolio Recovery Associates, Llc.) Service Date 04/17/2008. (Admin.) (Entered: 04/18/2008)
09/18/2008		19 (21 pgs; 3 docs)	Motion for Relief from Stay as to 2045 Esquire Lane. with Notice of Motion and Certificate of Service filed by Jay J. Pitner of Gray & Associates, LLP on behalf of Creditor GMAC Mortgage, LLC. Objections due by 10/3/2008. (Attachments: 1 Exhibit AOM 2 Exhibit MORTGAGE) (Pitner, Jay) Receipt Number 00341770, Fee Amount: \$150. (ymr 09/19/08) (Entered: 09/18/2008)
10/02/2008		20 (3 pgs)	Objection Filed by Debtor Nikki Christine Johnson (Re: 19 Motion for Relief from Stay as to 2045 Esquire Lane. filed by Creditor GMAC Mortgage, LLC) and Certificate of Service (Michelson, Abraham) (Entered: 10/02/2008)
10/03/2008		21	Notice of Hearing to consider the Debtor's Objection to the










		(1 pg)	Motion for Relief from Stay filed by GMAC Mortgage, LLC (20). Telephone Hearing to be held on 10/14/2008 at 11:00 a.m. (pab, Judicial Assistant) (Entered: 10/03/2008)
10/05/2008		22 (2 pgs)	BNC Certificate of Mailing - PDF Document. (RE: 21 Notice of Hearing) Service Date 10/05/2008. (Admin.) (Entered: 10/06/2008)
10/09/2008			Hearing held on 10/9/2008 to consider the Debtor's Objection to the Motion for Relief from Stay filed by GMAC Mortgage, LLC (20) Canceled per conference call; the parties advised that the matter was settled and that a stipulation and order would be submitted. The court will follow up with the parties if the stipulation is not filed by 11/10/2008. (kmf, Courtroom Deputy) (Entered: 10/09/2008)
10/20/2008		23 (3 pgs)	Stipulation By GMAC Mortgage, LLC and <i>debtors with no objection from the Chapter 13 Trustee</i> Filed by Brian Perhach on behalf of Creditor GMAC Mortgage, LLC RE: 19 Motion for Relief from Stay as to 2045 Esquire Lane.. (Perhach, Brian) (Entered: 10/20/2008)
10/20/2008		24 (2 pgs)	Order signed on 10/20/2008, Regarding 23 Stipulation by and Between Debtors and GMAC Mortgage, LLC, Resolving 19 Motion for Relief From Automatic Stay. (cah, Deputy Clerk) (Entered: 10/21/2008)
10/23/2008		25 (3 pgs)	BNC Certificate of Mailing - PDF Document. (RE: 24 Order on Motion for Relief From Automatic Stay) Service Date 10/23/2008. (Admin.) (Entered: 10/24/2008)
01/08/2009		26 (1 pg)	Notice of Intent to Pay Additional Claim(s). Objections to Claim and Request for hearing due within 30 days of this notice . (Chapter 13 Milwaukee Office) (Entered: 01/08/2009)
01/08/2009		27 (2 pgs)	Notice of Intent to Pay Additional Claim(s). Objections to Claim and Request for hearing due within 30 days of this notice . (Chapter 13 Milwaukee Office) (Entered: 01/08/2009)
01/12/2009		28 (1 pg)	Trustee's Motion to Dismiss Case for failure to make plan payments with Notice of Motion filed by Chapter 13 Milwaukee Office on behalf of Trustee Mary B. Grossman. Objections due by 2/6/2009. (Chapter 13 Milwaukee Office) (Entered: 01/12/2009)
01/14/2009		29	BNC Certificate of Mailing - PDF Document. (RE: 28 Trustee's









		(3 pgs)	Motion to Dismiss Case filed by Trustee Mary B. Grossman) Service Date 01/14/2009. (Admin.) (Entered: 01/15/2009)
01/21/2009		30 (2 pgs)	Objection Filed by Debtor Nikki Christine Johnson (Re: 28 Trustee's Motion to Dismiss Case for failure to make plan payments filed by Trustee Mary B. Grossman). (cah, Deputy Clerk) (Entered: 01/21/2009)
01/22/2009		31 (1 pg)	Notice of Hearing to consider the Debtor's Objection to the Trustee's Motion to Dismiss this Case (30). Telephone Hearing to be held on 2/9/2009 at 02:30 p.m. (pab, Judicial Assistant) (Entered: 01/22/2009)
01/23/2009		32 (2 pgs)	Objection Filed by Debtor Nikki Christine Johnson (Re: 28 Trustee's Motion to Dismiss Case for failure to make plan payments filed by Trustee Mary B. Grossman). This document appears to be a duplicate of document number 30 . (cah, Deputy Clerk) (Entered: 01/23/2009)
01/24/2009		33 (2 pgs)	BNC Certificate of Mailing - PDF Document. (RE: 31 Notice of Hearing) Service Date 01/24/2009. (Admin.) (Entered: 01/25/2009)
02/09/2009		34 (1 pg)	Order and Court Proceeding Minutes Regarding Trustee's Motion to Dismiss this Case (RE: 30 Objection filed by Debtor Nikki Christine Johnson) (Kelley, Susan) (Entered: 02/09/2009)
02/11/2009		35 (2 pgs)	BNC Certificate of Mailing - PDF Document. (RE: 34 Court Minutes and Order (Chambers SVK)) Service Date 02/11/2009. (Admin.) (Entered: 02/12/2009)
02/27/2009		36 (1 pg)	Withdrawal of Claim(s): 14 14-2 Filed by Creditor GMAC Mortgage, LLC (Pitner, Jay) (Entered: 02/27/2009)
08/11/2009		37 (2 pgs)	Affidavit of Default Filed by Creditor GMAC Mortgage, LLC (Re: 24 Order on Motion for Relief From Automatic Stay) (Pitner, Jay) (Entered: 08/11/2009)
08/13/2009		38 (8 pgs)	Objection Filed by Debtor Nikki Christine Johnson <i>To Affidavit of Default Filed by GMAC Mortgage with attached Certificate of Service by Mail</i> (Re: 37 Affidavit of Default filed by Creditor GMAC Mortgage, LLC) and Certificate of Service (Michelson, Abraham) (Entered: 08/13/2009)
08/14/2009		39	Notice of Hearing to consider the Debtor's Objection to the











		(1 pg)	Affidavit of Default filed by GMAC Mortgage, LLC (38). Telephone Hearing to be held on 9/1/2009 at 11:00 a.m. (pab, Judicial Assistant) (Entered: 08/14/2009)
08/16/2009		40 (2 pgs)	BNC Certificate of Mailing - PDF Document. (RE: 39 Notice of Hearing) Service Date 08/16/2009. (Admin.) (Entered: 08/17/2009)
08/24/2009			Hearing scheduled for 9/1/2009 to consider the Debtor's Objection to the Affidavit of Default filed by GMAC Mortgage, LLC (38) rescheduled per conference calls with the parties. The Adjourned Hearing will be held on 9/15/2009 at 11:00 AM by Telephone. (kmf, Courtroom Deputy) (Entered: 08/24/2009)
09/16/2009		41 (1 pg)	Court Minutes from 9/14/2009 Hearing to consider the Debtor's Objection to the Affidavit of Default filed by GMAC Mortgage, LLC (38). (kmf, Courtroom Deputy) (Entered: 09/16/2009)
09/18/2009		42 (3 pgs)	Order signed on 9/18/2009, Pursuant to Hearing Upon Debtor's 38 Objection to GMAC Mortgage, LLC's 37 Affidavit of Default. (cah, Deputy Clerk) (Entered: 09/18/2009)
09/20/2009		43 (4 pgs)	BNC Certificate of Mailing - PDF Document. (RE: 42 Order (Generic)) Service Date 09/20/2009. (Admin.) (Entered: 09/21/2009)
02/11/2010		44 (2 pgs)	Affidavit of default in payments Filed by Jay J. Pitner on behalf of GMAC Mortgage, LLC. (RE: 42 Order (Generic)). (Pitner, Jay) (Entered: 02/11/2010)
02/15/2010		45 (7 pgs; 3 docs)	Objection Filed by Debtor Nikki Christine Johnson to Affidavit of Default with Attached Exhibit A (Re: 44 Affidavit filed by Creditor GMAC Mortgage, LLC) and Certificate of Service (With attachments) (Michelson, Abraham) (Entered: 02/15/2010)
02/16/2010		46 (1 pg)	Notice of Hearing to consider the Debtor's Objection to the Affidavit of Default filed by GMAC Mortgage, LLC (45). Hearing to be held on 3/2/2010 at 11:00 a.m. by telephone. (pab, Judicial Assistant) (Entered: 02/16/2010)
02/18/2010		47 (2 pgs)	BNC Certificate of Mailing - PDF Document. (RE: 46 Notice of Hearing) Service Date 02/18/2010. (Admin.) (Entered: 02/19/2010)





02/26/2010	 48 (1 pg)	Withdrawal of Document <i>and request for cancellation of hearing scheduled for March 2, 2010 at 11:00 a.m.</i> Filed by Mark A. Clauss on behalf of GMAC Mortgage, LLC. (RE: 44 Affidavit). (Clauss, Mark) (Entered: 02/26/2010)
02/26/2010		Hearing scheduled for 3/2/2010 to consider the Debtor's Objection to the Affidavit of Default filed by GMAC Mortgage, LLC (45) Canceled per conference call; the Creditor withdrew its Affidavit, making the hearing moot (48). (kmf, Courtroom Deputy) (Entered: 02/26/2010)
03/19/2010	 49 (15 pgs; 5 docs)	Application for Administrative Expenses <i>with Attached Itemized Billing</i> with Notice of Motion and Certificate of Service filed by Abraham Michelson on behalf of Debtor Nikki Christine Johnson. Objections due by 4/12/2010. (Attachments: 1 COS of Letter Debtor w Application with attached copy of Letter 2 Notice of Requirement for Response 3 COS of Notice of Requirement for Response on Trustees 4 COS of Notice of Requirement for Response on Court Mailing Matrix) (Michelson, Abraham) (Entered: 03/19/2010)
04/28/2010	 50 (2 pgs)	Affidavit of No Objection/Response/Answer Filed by Debtor Nikki Christine Johnson <i>with attached Approval letter of Debtor</i> (Re: 49 Application for Administrative Expenses <i>with Attached Itemized Billing</i>) (Michelson, Abraham) (Entered: 04/28/2010)
05/21/2010	 51 (6 pgs; 3 docs)	Amended Notice of Motion <i>and Requirement for Response filed by Abraham Michelson on behalf of</i> Debtor Nikki Christine Johnson (RE: 49 Application for Administrative Expenses <i>with Attached Itemized Billing</i>). Objections due by 6/14/2010. (Attachments: 1 COS of Amended Notice of Requirement for Response on Trustees 2 COS of Amended Notice of Requirement for Response on Court Mailing Matrix) (Michelson, Abraham) (Entered: 05/21/2010)
05/21/2010	 52 (1 pg)	Withdrawal of Document #51 Filed by Abraham Michelson on behalf of Nikki Christine Johnson. (Michelson, Abraham) (Entered: 05/21/2010)
05/21/2010	 53 (6 pgs; 3 docs)	Amended Notice of Motion <i>of Requirement for Response filed by Abraham Michelson on behalf of</i> Debtor Nikki Christine Johnson (RE: 49 Application for Administrative Expenses <i>with Attached Itemized Billing</i>). Objections due by 6/14/2010. (Attachments: 1 COS of Amended Notice of Requirement of

			Response on Court Mailing Matrix 2 COS of Amended Notice of Requirement for Response on Trustees) (Michelson, Abraham) (Entered: 05/21/2010)
06/14/2010	 54 (2 pgs)		Second Affidavit of No Objection/Response/Answer Filed by Debtor Nikki Christine Johnson (Re: 49 Application for Administrative Expenses <i>with Attached Itemized Billing</i>) (Michelson, Abraham) (Entered: 06/14/2010)
06/14/2010	 55 (1 pg)		Withdrawal of Document #54 Filed by Abraham Michelson on behalf of Nikki Christine Johnson. (Michelson, Abraham) (Entered: 06/14/2010)
06/14/2010	 56 (2 pgs)		Second Affidavit of No Objection/Response/Answer Filed by Debtor Nikki Christine Johnson (Re: 49 Application for Administrative Expenses <i>with Attached Itemized Billing</i>) (Michelson, Abraham) (Entered: 06/14/2010)
06/18/2010	 57 (1 pg)		Order Regarding (RE: 49 Application for Administrative Expenses <i>with Attached Itemized Billing</i>). (Kelley, Susan) (Entered: 06/18/2010)
06/20/2010	 58 (2 pgs)		BNC Certificate of Mailing - PDF Document. (RE: 57 Order Regarding Matter (Bankruptcy)) Service Date 06/20/2010. (Admin.) (Entered: 06/21/2010)
12/10/2010	 59 (4 pgs; 3 docs)		Renewed Motion/Letter Renewal 34 Court Minutes and Order (Chambers SVK) filed by Chapter 13 Milwaukee Office on behalf of Trustee Mary B. Grossman. Objections due by 1/3/2011. (Attachments: 1 status report 2 receipts) (Chapter 13 Milwaukee Office) (Entered: 12/10/2010)
12/30/2010	 60 (3 pgs)		Objection Filed by Debtor Nikki Christine Johnson (Re: 59 Renewed Motion/Letter Renewal 34 Court Minutes and Order (Chambers SVK) filed by Trustee Mary B. Grossman) and Certificate of Service (Michelson, Abraham) (Entered: 12/30/2010)
12/30/2010	 61 (1 pg)		Notice of Hearing to consider the Debtor's Objection to the Trustee's Renewed Motion to Dismiss this Case (RE: 60 Objection). Hearing to be held on 1/10/2011 at 02:30 p.m. by telephone. (pab, Judicial Assistant) (Entered: 12/30/2010)
12/30/2010	 62 (2 pgs)		Debtor's Objection to Trustee's Motion to Dismiss Filed by Debtor Nikki Christine Johnson (Re: 59 Renewed

			Motion/Letter Renewal). (rsb, Deputy Clerk) (Entered: 12/30/2010)
01/01/2011	 63 (2 pgs)		BNC Certificate of Mailing - PDF Document. (RE: 61 Notice of Hearing) Service Date 01/01/2011. (Admin.) (Entered: 01/02/2011)
01/10/2011	 64 (1 pg)		Order and Court Proceeding Minutes Regarding Trustee's Motion to Dismiss this Case (RE: 60 Objection filed by Debtor Nikki Christine Johnson) (Kelley, Susan) (Entered: 01/10/2011)
01/11/2011	 65 (1 pg)		PDF with attached Audio File. Court Date & Time [01/10/2011 2:29:56 PM]. File Size [116 KB]. Run Time [00:00:29]. (Debtor's Objection to the Trustee's Renewed Motion to Dismiss this Case). (admin). (Entered: 01/11/2011)
01/12/2011	 66 (2 pgs)		BNC Certificate of Mailing - PDF Document. (RE: 64 Court Minutes and Order (Chambers SVK)) Service Date 01/12/2011. (Admin.) (Entered: 01/13/2011)
04/13/2011	 67 (10 pgs; 5 docs)		Application for Administrative Expenses <i>with itemized billing</i> with Notice of Motion and Certificate of Service filed by Abraham Michelson on behalf of Debtor Nikki Christine Johnson. Objections due by 5/5/2011. (Attachments: 1 Notice of Requirement for Response 2 COS of Letter client with Application for Attorneys Fees with Itemized Billing 3 COS of Application with itemized billing and Notice of Requirement for Response on Trustees 4 COS of Notice of Requirement for Response on Court Mailing Matrix with attached matrix) (Michelson, Abraham) (Entered: 04/13/2011)
05/16/2011	 68 (2 pgs)		Affidavit of No Objection/Response/Answer Filed by Debtor Nikki Christine Johnson <i>with attached Debtor approval letter</i> (Re: 67 Application for Administrative Expenses <i>with itemized billing</i>) (Michelson, Abraham) (Entered: 05/16/2011)
05/17/2011	 69 (1 pg)		Order Regarding (RE: 67 Application for Administrative Expenses <i>with itemized billing</i>). (Kelley, Susan) (Entered: 05/17/2011)
05/19/2011	 70 (2 pgs)		BNC Certificate of Mailing - PDF Document. (RE: 69 Order Regarding Matter (Bankruptcy)) Service Date 05/19/2011. (Admin.) (Entered: 05/20/2011)

11/23/2011	 71 (5 pgs)	Second Motion to Modify Plan (RE: 12 Amended Chapter 13 Plan) regarding 11 USC sec. 1329. with Notice of Motion and Certificate of Service filed by Abraham Michelson on behalf of Debtor Nikki Christine Johnson. Objections due by 12/15/2011. (Michelson, Abraham) (Entered: 11/23/2011)
11/29/2011	 72 (2 pgs)	Objection Filed by Trustee Mary B. Grossman (Re: 71 Second Motion to Modify Plan (RE: 12 Amended Chapter 13 Plan) regarding 11 USC sec. 1329. filed by Debtor Nikki Christine Johnson)with Notice and Certificate of Service (Chapter 13 Milwaukee Office) (Entered: 11/29/2011)
11/29/2011	 73 (1 pg)	Notice of Hearing to consider the Trustee's Objection to Confirmation of the Modified Plan (RE: 72 Objection). Hearing to be held on 12/13/2011 at 11:00 AM Telephone Hearing (Kelley, Susan) (Entered: 11/29/2011)
12/01/2011	 74 (2 pgs)	BNC Certificate of Mailing - PDF Document. (RE: 73 Notice of Hearing) Service Date 12/01/2011. (Admin.) (Entered: 12/02/2011)
12/09/2011		Hearing scheduled for 12/13/2011 to consider the Trustee's Objection to Confirmation of the Modified Plan (72) Continued per conference call. The Adjourned Hearing will be held on 1/17/2012 at 11:00 AM by Telephone. (kmf, Courtroom Deputy) (Entered: 12/09/2011)
12/14/2011		Withdrawal of Document. This document is being withdrawn because by agreement with Trustee re Motion to Dismiss filed by Abraham Michelson on behalf of Nikki Christine Johnson. (RE: 71 Second Motion to Modify Plan (RE: 12 Amended Chapter 13 Plan) regarding 11 USC sec. 1329.). (Michelson, Abraham) (Entered: 12/14/2011)
01/17/2012		Hearing scheduled for 1/17/12 has been Canceled. Per email correspondence with parties, hearing regarding the Trustee's Objection to Confirmation of the Modified Plan (72) has been canceled. The Plan was withdrawn. (pab, Judicial Assistant) (Entered: 01/17/2012)
02/02/2012	 75 (4 pgs; 3 docs)	Renewed Motion/Letter Renewal 64 Court Minutes and Order (Chambers SVK) filed by Chapter 13 Milwaukee Office on behalf of Trustee Mary B. Grossman. Objections due by 2/23/2012. (Attachments: # doc status report# doc receipts) (Chapter 13 Milwaukee Office) (Entered: 02/02/2012)

02/27/2012	 76 (2 pgs)	Affidavit of No Objection/Response/Answer Filed by Trustee Mary B. Grossman (Re: 75 Renewed Motion/Letter Renewal 64 Court Minutes and Order (Chambers SVK)) and Certificate of Service (Chapter 13 Milwaukee Office) (Entered: 02/27/2012)
03/01/2012	 77 (1 pg)	Order Dismissing Case-Confirmed Plan (Related Doc # 75). (jth, Deputy Clerk) (Entered: 03/01/2012)
03/03/2012	 78 (4 pgs)	BNC Certificate of Mailing - PDF Document. (RE: 77 Order on Renewed Motion) Notice Date 03/03/2012. (Admin.) (Entered: 03/04/2012)
03/09/2012	 79 (1 pg)	Returned Mail (RE: 77 Order on Renewed Motion) (jth, Deputy Clerk) (Entered: 03/09/2012)
03/09/2012	 80 (1 pg)	Returned Mail (RE: 77 Order Dismissing Case-Confirmed Plan) (mlf, Deputy Clerk) (Entered: 03/09/2012)
03/09/2012	 81 (1 pg)	Returned Mail (RE: 77 Order Dismissing Case). (rsb, Deputy Clerk) (Entered: 03/09/2012)
03/12/2012	 82 (1 pg)	Returned Mail (RE: 77 Order on Renewed Motion) (eem, Deputy Clerk) (Entered: 03/12/2012)
03/12/2012	 83 (1 pg)	Returned Mail (RE: 77 Order on Renewed Motion) (eem, Deputy Clerk) (Entered: 03/12/2012)
03/12/2012	 84 (1 pg)	Returned Mail (RE: 77 Order on Renewed Motion) (vmh, deputy clerk) (Entered: 03/12/2012)
03/12/2012	 85 (1 pg)	Returned Mail (RE: 77 Order on Renewed Motion) (jth, Deputy Clerk) (Entered: 03/12/2012)
03/12/2012	 87 (1 pg)	Returned Mail (RE: 77 Order on Renewed Motion) (srh, Deputy Clerk) (Entered: 03/13/2012)
03/13/2012	 86 (1 pg)	Returned Mail (RE: 77 Order on Renewed Motion) (lmi, Deputy Clerk) (Entered: 03/13/2012)
04/23/2012	 88 (5 pgs)	Chapter 13 Trustee's Final Report and Account . (Chapter 13 Milwaukee Office) (Entered: 04/23/2012)
04/23/2012	 89 (2 pgs)	Order Approving Trustee's Final Account, Discharging Trustee, Releasing Bond of Trustee and Disposing of Chapter 13 Case (Kelley, Susan) (Entered: 04/23/2012)

04/25/2012	 90 (7 pgs)	BNC Certificate of Mailing - PDF Document. (RE: 88 Chapter 13 Trustee's Final Report and Account) Notice Date 04/25/2012. (Admin.) (Entered: 04/26/2012)
04/25/2012	 91 (4 pgs)	BNC Certificate of Mailing - PDF Document. (RE: 89 Order Approving Trustees Final Account) Notice Date 04/25/2012. (Admin.) (Entered: 04/26/2012)
05/01/2012		Professional Fees Recorded. (jth, Deputy Clerk) (Entered: 05/01/2012)
05/01/2012		Bankruptcy Case Terminated. (jth, Deputy Clerk) (Entered: 05/01/2012)

PACER Service Center

Transaction Receipt

01/22/2015 16:12:45

PACER Login:	rc7991:4245705:0	Client Code:	RESCAP
Description:	Docket Report	Search Criteria:	07-29029-svk Fil or Ent: filed Doc From: 0 Doc To: 99999999 Term: included Links : on Format: html Page counts for documents: included
Billable Pages:	8	Cost:	0.80

Exhibit U

AMENDED CHAPTER 13 PLAN

(If this form is used by joint debtors wherever the word "debtor" or words referring to debtor are used they shall be read as if in the plural.)

1. The future earnings of the debtor are submitted to the supervision and control of the trustee and the debtor shall pay to the trustee the sum of **\$1,372.00 PER MONTH FOR A PERIOD OF 60 MONTHS.**
2. From funds received prior to confirmation, and no later than 30 days of filing the Plan or order for relief, whichever is earlier, the Trustee shall make the following adequate protection payment to secured creditors having personal property as security, and that have filed a claim, because of the depreciation in value of that property:

\$200.00 PER MONTH TO GMAC

Such payments will continue until the Plan has been confirmed, at which time the Trustee payment will be that set forth in the Order of Confirmation.

3. From post-confirmation funds received, the Trustee shall make disbursements as follows:
 - (A) to debtor's attorney as fees, the sum of \$1,714.00; 50% of funds received by the Trustee, minus administrative expense, shall be made to the attorney until this sum has been paid;
 - (B) to the Chapter 13 Trustee as administrative expense, a percentage fee, as it may be adjusted from time to time by the Attorney General, pursuant to 11 U.S.C. §586(e)(1)(B);
 - (C) 100% of funds available to secured creditors to be paid 100% of claim to the extent the claim is actually secured, (real estate arrearages only to be paid thru Plan); distributed pro-rata. (Non-delinquent mortgage payments to be paid debtor direct); after that
 - (D) full payment of all allowed claims entitled to priority under 11 U.S.C. Sec. 507; after that
 - (E) the balance of funds available to unsecured creditors as follows:
 - (X) Not less than **19.111%** to general allowed unsecured claims (Class I) and non-dischargeable student loans;
 - () _____% to Class II allowed unsecured claims
4. (A) (X) Debtor(s) do not have any Domestic Support Obligations.
 - () Debtor has Domestic Support Obligations. Debtor is required to pay all post-petition domestic support obligations directly to the holder of the claim. The name(s) and address(es) of the holder of any domestic support obligation are listed on Schedule E.
- (B) (X) Debtor does not have any anticipated Domestic Support Obligation arrearage claims.
 - () Debtor has anticipated Domestic Support Obligation arrearage claims. Unless otherwise specified in this Plan, priority claims under 11 U.S.C. 507(a)(1) will be paid in full pursuant to 11 U.S.C. 1322(a)(2).
- (C) (X) Debtor does not have any domestic support obligation claims that are assigned to, owed to, or recoverable by a governmental unit and may not be paid in full.
 - () Pursuant to 507(a)(1)(B) and 1322(a)(4), the Debtor has the following domestic support obligation claims that are assigned to, owed to, or recoverable by a governmental unit and may not be paid in full:

5. The following executory contracts of the debtor are rejected: **NONE**

6. Non-delinquent lease payments will be paid outside the Plan to: **N/A**

7. The following secured debt: _____ shall be treated as unsecured because:

- () debtors shall promptly surrender ownership and control of the secured collateral to the creditor; or
- () debtor will, in an adversary proceeding, have the claim of the creditor determined to be unsecured, or

8. Post filing, Debtors shall make their regular monthly payments to all realty mortgage holders and mobile home lienholders and this shall be "debtor direct" except: **NONE**
9. Because of payments being made by co-debtor, no payments shall be made to: **N/A**
10. Debtor surrenders any ownership interest she has in the 1998 Pontiac Grand Prix detailed on Schedule B.
11. All property of the estate, as defined in 11 U.S.C. §1306(a), shall remain under the exclusive jurisdiction of the Court, except debtor may use all income other than that necessary to fund the Plan for debtor's normal living expenses.
12. Confirmation of this Plan shall constitute a finding that the Plan is debtor's best effort, in conformity with 11 U.S.C. §727(a)(9).
13. If Debtor has requested that the Plan go for more than 36 months, it is because Debtor's income and expenses, as reflected in Schedules I and J, will not permit the Plan to be completed within 36 months.
14. The date this case was filed will be the effective date of the Plan and the date when interest ceases accruing on unsecured claims against the estate.
15. Upon filing of the Chapter 13 Plan, all pre-filing delinquent mortgage payments, fees and costs, shall be paid by the Trustee. Post-filing mortgage payments will be by direct payment from Debtor(s) (unless the Plan says creditor shall be paid in full in the Plan). No late fee shall be assessed with regard to a post-petition payment, unless the payment is received by the mortgage company after the expiration of the grace period for that particular month.
16. If, at the time of filing, any sum has been incurred, even though not due until the following year, for real estate taxes directly to the county in which the land is situated or to the mortgage company as part of the monthly escrow it collects for said taxes, said sum shall be paid in this plan to the county or the mortgage company over the time period set forth above; the mortgage company shall not be permitted to immediately increase debtor(s)' future mortgage payments that are being paid by the debtors directly to the mortgage company in order to obtain such sum.
17. Claims Generally:
 - a. The amounts listed for claims in this Plan are based upon Debtor's best estimate and belief. An allowed proof of claim will be controlling, unless the Court orders otherwise. Objections to claims may be filed before or after confirmation.
 - b. Secured creditors shall retain their lien on secured property until the underlying debt is paid or until discharge, whichever happens first.
18. Debtor reserves the right to object, before or after confirmation, to any claim filed by a creditor; a debt listed without qualification as to validity shall not be taken as an admission by the Debtor that the debt is valid.
19. Unless there is a court ruling in this case to the contrary, the discharge in this case shall carry with it an irrebutable presumption that the plan was proposed by the Debtor(s) in good faith and was the Debtor(s)' best effort.
20. Debtor(s) shall not make any contribution to the Chapter 13 Plan from 2006 tax refunds already received.

PROPOSED PLAN OF PAYMENT TO THE TRUSTEE:
\$1,372.00 PER MONTH FOR 60 MONTHS - DEBTOR DIRECT

Exhibit V

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF WISCONSIN

In re:
Nikki Christine Johnson *aka*
Nikki Christine Johnson-Frederiksen *aka*
Nikki Johnson-Frederiksen,

Chapter 13

Case No. 07-29029-SVK

Debtor(s).

MOTION OF GMAC MORTGAGE, LLC FOR RELIEF FROM AUTOMATIC STAY

GMAC Mortgage, LLC, the current mortgagee of record, its successors, servicing agents and/or assignees (hereinafter collectively and at all times material hereto “the movant”), through its attorneys, Gray & Associates, LLP, hereby moves the court for relief from the automatic stay pursuant to §362 of the Bankruptcy Code and, in support of said motion, alleges as follows:

1. That the movant holds a promissory note and mortgage encumbering real property owned by the debtor(s) and located at 2045 Esquire Lane, Racine, WI. A copy of the properly-perfected mortgage is attached hereto and its contents are incorporated herein by reference.

2. That since the commencement of this case (or the resolution of the prior motion for relief from the automatic stay herein, if any), three post-petition monthly mortgage payments have not been made as required by the terms of the confirmed plan in this case and, accordingly, the movant’s records reflect that the following post-petition arrearage has accrued:

07/08 through 09/08 payments	\$8,044.21
Attorneys’ fees and costs:	<u>800.00</u>
POST-PETITION ARREARAGE	<u>\$8,844.21</u>

Drafted by:

Jay J. Pitner
Gray & Associates, L.L.P.
600 North Broadway, Suite 300
Milwaukee, WI 53202
Phone: (414) 224-8404
Fax: (414) 224-1279
Email: jpitner@gray-law.com

3. That the failure to make these monthly payments constitutes a material default under the plan, and said default constitutes "cause" for terminating the automatic stay under § 362(d)(1) of the Bankruptcy Code.

4. That failure to make the monthly payments has resulted in the loss of adequate protection of the movant's interest in the encumbered property, thereby entitling the movant to relief from the automatic stay under §362(d)(1) of the Bankruptcy Code.

5. That the principal balance due the movant is \$162,530.77 which, when added to the amounts due for accrued delinquent interest, escrow advances and attorneys' fees and costs, may substantially exceed the encumbered property's value. Accordingly, the debtor(s) may have no equity in the property, which is unnecessary for an effective reorganization, thereby entitling the movant to relief from the automatic stay under §362(d)(2) of the Bankruptcy Code.

WHEREFORE, the movant requests that the automatic stay as it pertains to the debtor(s) and the encumbered real property be terminated pursuant to §362(d) of the Bankruptcy Code so that the movant may protect, exercise and enforce its rights pursuant to said note and mortgage, that the movant's legal fees and costs associated with this motion be approved and that any order entered pursuant to this motion be effective immediately upon its entry and for such further relief as may be just and equitable.

Dated this 17th day of September, 2008.

GRAY & ASSOCIATES, L.L.P.
Attorneys for Movant

By: _____/s/_____
Jay Pitner
State Bar No. 1010692

Pursuant to the Fair Debt Collection Practices Act (15 U.S.C. Section 1692), we are required to state that we are attempting to collect a debt on our client's behalf and any information we obtain will be used for that purpose.

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF WISCONSIN

In re:
Nikki Christine Johnson *aka*
Nikki Christine Johnson-Frederiksen *aka*
Nikki Johnson-Frederiksen,

Chapter 13

Case No. 07-29029-SVK

Debtor(s).

NOTICE OF MOTION OF GMAC MORTGAGE, LLC FOR RELIEF FROM AUTOMATIC STAY

GMAC Mortgage, LLC, the current mortgagee of record, its successors, servicing agents and/or assignees (hereinafter collectively and at all times material hereto “the movant”), has filed papers with the court to obtain relief from the automatic stay.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

If you do not want the court to grant the relief sought in the motion for relief from the automatic stay, or if you want the court to consider your views on that motion, **within fifteen (15) days of the date of this notice**, you or your attorney must do the following:

File with the court a written objection to the motion and a request for a hearing with:

Clerk, U.S. Bankruptcy Court
U.S. Courthouse, Room 126
517 East Wisconsin Avenue
Milwaukee, WI 53202-4581

If you mail your request and objection to the court for filing, you must mail it early enough so the court receives it within 15 days of the date of this notice.

Drafted by:

Jay J. Pitner
GRAY & ASSOCIATES, L.L.P.
600 North Broadway, Suite 300
Milwaukee, WI 53202
Phone: (414) 224-8404
Fax: (414) 224-1279
Email: jpitner@gray-law.com

You must also mail copies of the written objection and request for a hearing to:

Jay J. Pitner
Gray & Associates, L.L.P.
600 North Broadway, Suite 300
Milwaukee, WI 53202

Mary B. Grossman
Chapter 13 Trustee
740 North Plankinton Avenue
Suite 400
Milwaukee, WI 53203

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion and may enter an order granting that relief.

Dated this 17th day of September, 2008.

GRAY & ASSOCIATES, L.L.P.
Attorneys for Movant

By: _____/s/_____
Jay Pitner
State Bar No. 1010692

Pursuant to the Fair Debt Collection Practices Act (15 U.S.C. Section 1692), we are required to state that we are attempting to collect a debt on our client's behalf and any information we obtain will be used for that purpose.

UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF WISCONSIN

In re:
Nikki Christine Johnson *aka*
Nikki Christine Johnson-Frederiksen *aka*
Nikki Johnson-Frederiksen,

Chapter 13

Case No. 07-29029-SVK

Debtor(s).

AFFIDAVIT OF SERVICE

STATE OF WISCONSIN)
)ss
MILWAUKEE COUNTY)

Claudia Socha, being first duly sworn on oath deposes and says that she is an employee of the firm of GRAY & ASSOCIATES, L.L.P., attorneys for the movant identified herein, that on the 18th day of September, 2008, she electronically filed the annexed notice of motion and motion for relief from automatic stay and that copies of these documents were mailed, properly enclosed in a postage paid envelope, or served electronically if the party accepts electronic service, to the following:

Nikki Christine Johnson
2045 Esquire Lane
Racine, WI 53406

Abraham Michelson
Attorney at Law
P.O. Box 67
617 - 6th Street
Racine, WI 53401-0067

Mary B. Grossman
Chapter 13 Trustee
740 North Plankinton Avenue
Suite 400
Milwaukee, WI 53203

Office of the US Trustee
517 E. Wisconsin Avenue, Room 430
Milwaukee, WI 53202

_____/s/_____
Claudia Socha

Subscribed to and sworn before me
this 18th day September, 2008.

_____/s/_____
Choua Vang, Notary Public
Milwaukee County, Wisconsin
My commission expires: 08/09/2009

STATE BAR OF WISCONSIN FORM 14 - 1982
ASSIGNMENT OF MORTGAGE

DOCUMENT NO.

Mortgage Electronic Registration Systems, Inc., "MERS" acting solely as a nominee for USA Federal Savings Bank, Assignor, for a valuable consideration, assigns to GMAC Mortgage, LLC the mortgage executed by Nikki C. Johnson to Mortgage Electronic Registration Systems, Inc., "MERS" acting solely as a nominee for USA Federal Savings Bank on the 25th day of April, 2002, and recorded in the office of the Register of Deeds of Racine County, Wisconsin, on the 1st day of May, 2002, as Document Number 1829162, in (Volume) 3421 of (Records) (Mortgages) on (Page) 43, together with the note and indebtedness it secures. The property encumbered by said mortgage is described as follows:

THIS SPACE RESERVED FOR RECORDING DATA

NAME AND RETURN ADDRESS:

GMAC Mortgage, LLC
500 Enterprise Road
Suite 150
Horsham, PA 19044-0969

51-008-03-22-01-650-023
PARCEL IDENTIFICATION NUMBER

All of Lot 16, Block 2 and the West 9.33 feet of Lot 15, Block 2 of Coachlamp Manor Subdivision, according to the recorded plat thereof. Said land being in the Town of Mt. Pleasant, Racine County, Wisconsin.

Street address: 2045 Esquire Lane, Racine, WI 53406

Dated this 9 day of May, 2007

Nikki C. Johnson (SEAL)
Margie Kwaitonowski (SEAL)
J. R. Shelton (SEAL)

THIS INSTRUMENT WAS DRAFTED BY

JAY FITNER / GRAY & ASSOCIATES, L.L.P.
Nikki C. Johnson, JOH0874W

Mortgage Electronic Registration Systems, Inc., "MERS" acting solely as a nominee for USA Federal Savings Bank

Mike Dian (SEAL)
Margie Kwaitonowski
Assistant Secretary
ACKNOWLEDGMENT

State of Pennsylvania
Montgomery) ss
County)

Personally came before me this 9 day of May, 2007, the above named

Mike Dian
Margie Kwaitonowski

to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

N. C. Shelton
Notary Public, Montgomery County, PA. My commission is permanent. (If not, state expiration date: Aug. 11, 2010.)

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Nikole Shelton, Notary Public
Horsham Twp., Montgomery County
My Commission Expires Aug. 11, 2010
Member, Pennsylvania Association of Notaries

* Names of persons signing in any capacity should be typed or printed below their signatures

ASSIGNMENT OF REAL ESTATE MORTGAGE

STATE BAR OF WISCONSIN
Form No. 14 1982

1829162

MORTGAGE

REGISTER'S OFFICE
RACINE COUNTY, WI

DOCUMENT NUMBER

RECORDED _____

NAME & RETURN ADDRESS

2002 MAY -1 PM 2:19

USAA Federal Savings Bank
10750 McDermott Freeway
San Antonio, TX 78288

MARK A. LADD
REGISTER OF DEEDS

PARCEL IDENTIFIER NUMBER
51-008-03-22-01-650-023

[Space Above This Line For Recording Data]

MIN [REDACTED] 0291

DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated April 25, 2002 together with all Riders to this document.
- (B) "Borrower" is Nikki C Johnson, an unmarried person

Borrower is the mortgagor under this Security Instrument.

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

WISCONSIN Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3050 1/01

EA(WI) 0001101

Page 1 of 15

VMP MORTGAGE FORMS - (000321-7291)

[Signature]

02040266

EXHIBIT B

3421 044

(D) "Lender" is USAA Federal Savings Bank

Lender is a Federally Chartered Savings Bank
organized and existing under the laws of the United States of America
Lender's address is 10750 McDermott Freeway, San Antonio, TX 78288

(E) "Note" means the promissory note signed by Borrower and dated April 25, 2002
The Note states that Borrower owes Lender Two Hundred Sixteen Thousand And Zero/100
Dollars

(U.S. \$216,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than May 01, 2017

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

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

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

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

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

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

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

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

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

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

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

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its
implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to
time, or any additional or successor legislation or regulation that governs the same subject matter. As used

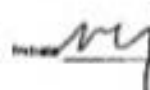


EXHIBIT B

3421 045

in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the

County

of

Racine

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

ALL OF LOT 16,, BLOCK 2, AND THE WEST 9.33 FEET OF LOT 15, BLOCK 2 OF
COACHLAMP MANOR SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF.
SAID LAND BEING IN THE TOWN OF MT PLEASANT, RACINE COUNTY, WISCONSIN.

which currently has the address of 2045 Esquire Lane

Racine
("Property Address"):

[City], Wisconsin 53406-2035 [Zip Code]

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.

4A(WI) (0001) 01

Page 2 of 15

1052
Form 3050 1/01

EXHIBIT B

3421 046

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

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

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

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

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

3421 047

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

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

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

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

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

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

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

[Signature]

EXHIBIT B

3421 048

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

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

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

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

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

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

[Signature]

EXHIBIT B

3421 049

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

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

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

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

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

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

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

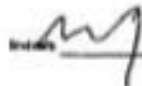


EXHIBIT B

3421 050

Attorneys' Fees (as defined in Section 25) to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

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

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

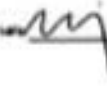
Initial 

EXHIBIT B

3421 051

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

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

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

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

3421 052

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

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

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

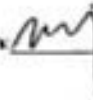
14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation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

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

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

4A(WI) 0005101

Page 10 of 15

Initials 

1052
Form 1050 1/01

EXHIBIT B

3421 053

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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

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

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

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25), property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

WILLIAM

1052

Form 3050 1/01

EXHIBIT B

3421 054

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

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

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

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

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

4A(W) 0003301

Page 12 of 15

my

1052
Form 3050 1/01

EXHIBIT B

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

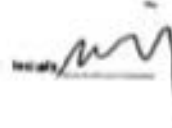
22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25) and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, Reasonable Attorneys' Fees (as defined in Section 25); (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

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

24. Accelerated Redemption Periods. If the Property is a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Borrower agrees to the provisions of Section 846.101 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one- to four-family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax-exempt charitable organization, Borrower agrees to the provisions of Section 846.103 of the Wisconsin Statutes, and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

25. Attorneys' Fees. If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "Reasonable Attorneys' Fees" shall mean only those attorneys' fees allowed by that Chapter.



3421 056

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

Witnesses:


Nikki C Johnson (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

4A(W) 1005181

Page 14 of 15

052
Form 3050 1/01

EXHIBIT B

3421 057

STATE OF WISCONSIN,

The foregoing instrument was acknowledged before me this April 25, 2002
by Nikki C Johnson

County ss:

My Commission Expires: 6/22/03

Barbara A. Rohlman

Notary Public, State of Wisconsin

BARBARA A. ROHLMAN

This instrument was prepared by

Norma Ruiz
10750 McDermott Freeway
San Antonio, TX 78288

BARBARA A. ROHLMAN
NOTARY PUBLIC
STATE OF WISCONSIN

EXHIBIT B

Exhibit W

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WISCONSIN

IN RE:

NIKKI CHRISTINE JOHNSON

Case #07-29029-SVK-13

Debtor

**OBJECTION TO MOTION FOR RELIEF FILED BY
GMAC MORTGAGE LLC.**

Now comes the above named Debtor, by and through her attorney, Michelson Law Office, and objects to the Motion for Relief filed by GMAC Mortgage, LLC., hereinafter referred to as “GMAC” on the following grounds:

FIRST: Debtor acknowledges she has fallen behind on post-petition mortgage payments, although believes she has missed only two payments through the September obligation.

SECOND: Debtor is self-employed as a day-trader. She had attempted to move her business to a new location, but had continuing problems with the dedicated internet line that was provided by Time-Warner Cable. Because of the nature of her business, any interruption in the internet information she depends on makes it impossible to be a successful trader. She has recently moved her business operation back to the former location, in her home.

THIRD: Debtor’s Trustee payments were current through August. She is in a position to send a payment in October and believes she can have the Chapter 13 payments current by the end of the year.

THE MICHELSON LAW OFFICE
617 6th Street/P. O. Box 67
Racine, WI 53401-0067
Telephone: (262) 638-8400
Fax: (262) 638-1818

FOURTH: According to the Motion for Relief, Debtor's mortgage with GMAC has a balance of \$162,530. As set forth in her Petition, she believes she has at least \$70,000 of equity in the home. Debtor proposes that GMAC file an additional claim for payment through her Chapter 13. She will agree to the imposition of a doomsday provision, and will not oppose GMAC's right to renew the Motion. According to the Trustee's website, it appears that a supplemental claim would not increase her Trustee payment requirement.

FIFTH: Debtor requests that a hearing be scheduled.

Dated: October 2, 2008.

THE MICHELSON LAW OFFICE

/s/ Carrie R. Michelson
By
Carrie R. Michelson

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WISCONSIN

IN RE:

NIKKI CHRISTINE JOHNSON

Case #07-29029-SVK-13

Debtor

CERTIFICATE OF SERVICE

STATE OF WISCONSIN)
: ss.
COUNTY OF RACINE)

Barbara Webster, being first duly sworn on oath deposes and states that on the date this was notarized a copy of:

OBJECTION TO MOTION FOR RELIEF

was served by either Electronic Case Filing or by first class mail, postage prepaid, to the following persons at the following addresses:

Ms. Mary Grossman
Trustee in Bankruptcy
740 N. Plankinton Ave.
Suite 400
Milwaukee, WI 53203

Mr. Jay Pitner
Attorney at Law
Gray & Associates
600 N. Broadway, #300
Milwaukee, WI 53202-5099

U. S. Trustee
UNITED STATES COURTHOUSE
517 E. Wisconsin Ave.
Suite 560
Milwaukee, WI 53202

with a request to the postal authorities for the return thereof in case of non-delivery to the person(s) addressed, in accordance with Bankruptcy Rule 7004(b).

/s/ Barbara Webster

Barbara Webster

Subscribed and sworn to before me on:
October 2, 2008

/s/ Carrie R. Michelson

Notary Public, Racine County, WI
My commission is permanent.

Exhibit X

**IN THE UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WISCONSIN**

In re:

Chapter 13

Nikki Christine Johnson a/k/a
Nikki Christine Johnson-Frederiksen a/k/a
Nikki Johnson-Frederiksen,

Case No. 07-29029-SVK

Debtor.

**STIPULATION REGARDING MOTION OF GMAC MORTGAGE, LLC
FOR RELIEF FROM THE AUTOMATIC STAY**

The debtor, by her attorneys, The Michelson Law Office, and GMAC Mortgage, LLC, its successors and/or assignees (hereinafter “the movant”), by its attorneys, Gray & Associates, L.L.P., stipulate and agree as follows:

1. The movant holds a promissory note and a mortgage encumbering the debtor’s real property located at 2045 Esquire Lane, Racine, WI. The debtor has failed to make monthly mortgage payments required by said note and mortgage in a timely manner. Said default in payments has caused the movant to file a motion for relief from the automatic stay herein dated September 18, 2008. The post-petition arrearage at that time was \$8,844.21.

Drafted by:

Brian D. Perhach
Gray & Associates, L.L.P.
600 North Broadway
Suite 300
Milwaukee, WI 53202
Phone: (414) 224-8404
Fax: (414) 224-1279
Email: bperhach@gray-law.com

Gray & Associates, L.L.P. is attempting to collect a debt on its client's behalf and any information it obtains will be used for that purpose.

2. That the movant may file a supplemental claim for the post-petition arrearage which exists through the end of October 2008 in the amount of \$10,737.50, which is itemized as follows:

07/08-10/08 payment(s)	4	@	2,577.50	\$10,310.00
Attorney fees/costs				800.00
Suspense				<u>(372.50)</u>
TOTAL ARREARAGE				<u><u>\$10,737.50</u></u>

3. That the debtor shall voluntarily increase the payments to the trustee as necessary to pay the supplemental claim and ensure that the plan is adequately funded and remains feasible.

4. That commencing in November 2008 and continuing through and including April 2009, the debtor shall make all monthly mortgage payments to the movant in sufficient time to be received on or before the sixteenth (16th) day of each month in which each such payment is due. In the event any payment is not received by the movant in a timely manner, counsel for the movant may submit an affidavit of default and proposed order for immediate relief from the automatic stay to the court for signature.

5. That commencing in May 2009, the debtor shall make all monthly mortgage payments to the movant in sufficient time to be received on or before the sixteenth (16th) day of each month in which each such payment is due. In the event any payment is not received by the movant in a timely manner, counsel for the movant may request by letter another hearing upon the motion for relief from the automatic stay.

6. That pending further notice, the amount of the monthly mortgage payment is \$2,577.50 and payments shall be made to the movant at GMAC Mortgage, LLC, 3451 Hammond Ave., Waterloo, IA 50702.

7. That the court approve the terms of this stipulation and make them an order of the court.

Dated this 11th day of October, 2008.

Dated this 13th day of October, 2008.

THE MICHELSON LAW OFFICE
Attorneys for Debtor

GRAY & ASSOCIATES, L.L.P.
Attorneys for Movant

By: /s/ Carrie R. Michelson
Carrie R. Michelson

By: /s/ Brian D. Perhach
Brian D. Perhach

NO OBJECTION

Dated this 14th day of October, 2008.

/s/ Jack Zaharapoulos
For Mary Grossman
Chapter 13 Trustee

Exhibit Y

Johnson, [REDACTED] 8305

Ledger updated 1/11/12

Petition Date: 11/12/2007
Pymt Amt: 12/1/2007 \$2,457.91
6/1/2008 \$2,577.50
6/1/2009 \$2,535.96
6/1/2010 \$2,652.57
6/1/2011 \$2,753.13

Date	Amt Rec'd	Amt Due	Apply To	Sus Bal
12/3/2007	\$ 2,457.91	\$ 2,457.91	12/1/2007	\$ -
1/4/2008	\$ 2,457.91	\$ 2,457.91	1/1/2008	\$ -
2/8/2008	\$ 2,457.91	\$ 2,457.91	2/1/2008	\$ -
3/25/2008	\$ 2,457.91	\$ 2,457.91	3/1/2008	\$ -
4/21/2008	\$ 2,457.91	\$ 2,457.91	4/1/2008	\$ -
5/19/2008	\$ 2,457.91	\$ 2,457.91	5/1/2008	\$ -
6/26/2008	\$ 2,457.91	\$ 2,577.50	Suspense	\$ 2,457.91
9/5/2008	\$ 2,577.50	\$ 2,577.50	6/1/2008	\$ 2,457.91

(AO entered 10/20/08. Payments commence 11/01/08.)

10/30/2008	\$ 2,577.50	\$ 2,577.50	11/1/2008	\$ -
12/16/2008	\$ 2,577.50	\$ 2,577.50	12/1/2008	\$ -
1/20/2009	\$ 2,577.50	\$ 2,577.50	1/1/2009	\$ -
2/16/2009	\$ 2,577.50	\$ 2,577.50	2/1/2009	\$ -
3/24/2009	\$ 2,577.50	\$ 2,577.50	3/1/2009	\$ -
5/1/2009	\$ 2,577.50	\$ 2,577.50	4/1/2009	\$ -
5/29/2009	\$ 2,577.50	\$ 2,577.50	5/1/2009	\$ -
8/6/2009	\$ 2,577.50	\$ 2,535.96	6/1/2009	\$ 41.54

(AO entered 09/18/09. Debtor ordered to pay \$5071.92. Payments commence October 2009)

10/14/2009	\$ 2,535.96	\$ 2,535.96	10/1/2009	\$ -
10/23/2009	\$ 5,071.92	\$ 5,071.92	Stip	\$ -
11/16/2009	\$ 2,535.96	\$ 2,535.96	11/1/2009	\$ -
12/15/2009	\$ 2,535.96	\$ 2,535.96	12/1/2009	\$ -
1/16/2010	\$ 2,535.96	\$ 2,535.96	1/1/2010	\$ -
3/8/2010	\$ 2,535.96	\$ 2,535.96	2/1/2010	\$ -
3/30/2010	\$ 2,535.96	\$ 2,535.96	3/1/2010	\$ -
4/28/2010	\$ 2,535.96	\$ 2,535.96	4/1/2010	\$ -
5/14/2010	\$ 2,535.96	\$ 2,535.96	5/1/2010	\$ -
6/29/2010	\$ 2,652.57	\$ 2,652.57	6/1/2010	\$ -
8/9/2010	\$ 2,652.57	\$ 2,652.57	7/1/2010	\$ -
8/31/2010	\$ 2,652.57	\$ 2,652.57	8/1/2010	\$ -
9/30/2010	\$ 2,652.57	\$ 2,652.57	9/1/2010	\$ -
11/1/2010	\$ 2,652.57	\$ 2,652.57	10/1/2010	\$ -
12/1/2010	\$ 2,652.57	\$ 2,652.57	11/1/2010	\$ -
12/31/2010	\$ 2,652.57	\$ 2,652.57	12/1/2010	\$ -
2/2/2011	\$ 2,652.57	\$ 2,652.57	1/1/2011	\$ -
2/24/2011	\$ 2,652.57	\$ 2,652.57	2/1/2011	\$ -
3/31/2011	\$ 2,652.57	\$ 2,652.57	3/1/2011	\$ -

5/2/2011	\$ 2,652.57	\$ 2,652.57	4/1/2011	\$ -
6/1/2011	\$ 2,652.57	\$ 2,652.57	5/1/2011	\$ -
7/1/2011	\$ 2,753.13	\$ 2,753.13	6/1/2011	\$ -
8/2/2011	\$ 2,753.13	\$ 2,753.13	7/1/2011	\$ -
8/31/2011	\$ 2,753.13	\$ 2,753.13	8/1/2011	\$ -
9/30/2011	\$ 2,753.13	\$ 2,753.13	9/1/2011	\$ -
11/1/2011	\$ 2,753.13	\$ 2,753.13	10/1/2011	\$ -
12/1/2011	\$ 2,753.13	\$ 2,753.13	11/1/2011	\$ -
12/30/2011	\$ 2,753.13	\$ 2,753.13	12/1/2011	\$ -

Date	Amt Rec'd	Apply To	Sus Bal	Claim Balance	Pymts	Escrow	LC	Prop Pres
------	-----------	----------	---------	---------------	-------	--------	----	-----------

Fees **Costs** **Misc**

Exhibit Z

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF WISCONSIN**

In re:
Nikki Christine Johnson aka Nikki
Christine Johnson-Frederiksen aka
Nikki Johnson-Frederiksen,

Debtor.

Chapter 13

Case No. 07-29029-SVK

**AFFIDAVIT OF DEFAULT IN PAYMENTS TO
GMAC MORTGAGE, LLC**

Jay Pitner, being first duly sworn on oath deposes and says,

1. That he is the attorney for GMAC Mortgage, LLC, its successors and/or assignees, the movant in this matter.
2. That on October 20, 2008, the court signed an order pertaining to the movant's motion for relief from the automatic stay directing that monthly mortgage payments be made to the movant on or before the sixteenth (16th) day of the month in which said payment is due. A copy of said order is attached hereto and its contents are incorporated herein by reference.
3. That the debtor have failed to comply with the court's order by failing to make the payments beginning with the payment due on April 1, 2009.
4. That the movant's legal fees and costs associated with this affidavit of default are \$150.00.

_____/s/_____
Jay Pitner

Subscribed and sworn to before me
this 11th day of August, 2009.

_____/s/_____
Michelle M Neil, Notary Public
Milwaukee County, Wisconsin
My commission expires: 10/18/2009.

Drafted by:

Jay J. Pitner
Gray & Associates, L.L.P.
600 North Broadway, Suite 300
Milwaukee, WI 53202
Phone: (414) 224-8404
Fax: (414) 224-1279
Email: jpitner@gray-law.com

Gray & Associates, L.L.P. is attempting to collect a debt on its client's behalf and any information it obtains will be used for that purpose. If you previously received a discharge in a chapter 7 bankruptcy case, this should not be construed as an attempt to hold you personally liable for the debt.

GRAY & ASSOCIATES, L.L.P.
ATTORNEYS AT LAW
SUITE 300
600 NORTH BROADWAY
MILWAUKEE, WISCONSIN 53202-5099

(414) 224-8404
FAX (414) 224-1279

August 10, 2009

The Honorable Susan V. Kelley
U.S. Bankruptcy Judge
517 East Wisconsin Avenue
Milwaukee, WI 53202

RE: Nikki C. Johnson
Chapter 13
Case No. 07-29029-SVK

Dear Judge Kelly:

On October 20, 2008, the court entered an order granting relief if the above-referenced debtor failed to make any of her monthly mortgage payments to the movant on or before the sixteenth (16th) day of each month. The debtor has failed to comply with the terms of the order and accordingly I attach my affidavit of default together with a proposed order for relief.

Thank you.

Sincerely,

GRAY & ASSOCIATES, L.L.P.

/s/
Jay Pitner

JJP/dek
Enclosures

cc: Abraham Michelson
Mary B Grossman
Nikki Christine Johnson
US Trustee

Gray & Associates, L.L.P. is attempting to collect a debt on our client's behalf and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

Exhibit AA

Pg 2 of 9
UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WISCONSIN

IN RE:

NIKKI CHRISTINE JOHNSON

Case #07-29029-SVK-13

Debtor

**OBJECTION TO AFFIDAVIT OF DEFAULT FILED BY
GMAC MORTGAGE**

Now comes the above named Debtor, by and through her attorney, Michelson Law Office, and objects to the Affidavit of Default filed by GMAC Mortgage on the following grounds:

FIRST: The Order signed by Hon. Susan V. Kelley on October 20, 2008 included a “doomsday provision” regarding Debtor’s payments from November 2008 through and including April 2009. Debtor has made all the payments due during that time. Proof of payment is attached hereto as Exhibit A., pages 1-6.

SECOND: Debtor acknowledges that the April 2009 payment was made after the expiration of the grace period, but a GMAC Mortgage representative told her it would not be a problem as long as they received the payment by the end of April. The payment confirmation indicates receipt on April 30, 2009. GMAC Mortgage accepted that payment and subsequent payments for the May and June obligations. Debtor expects to have sufficient funds deposited into Michelson Trust Account for July and August by the time the current situation is resolved.

THIRD: Debtor requests that a hearing be scheduled.

Dated: August 13, 2009

THE MICHELSON LAW OFFICE

/s/ Carrie R. Michelson

By

Carrie R. Michelson

THE MICHELSON LAW OFFICE
617 6th Street/P. O. Box 67
Racine, WI 53401-0067
Telephone: (262) 638-8400
Fax: (262) 638-1818

NIKKI C JOHNSON
November 04, 2008

Page 4
7418

Withdrawals (cont.)

Date	Description	Amount
10-27	Preauthorized Debit AXA EQUITABLE INS. 081027 091038062CJ	22.75
10-27	Preauthorized Debit AXA EQUITABLE INS. 081027 091038056MJ	21.25
11-04	Maintenance Fee	5.00

Checks

(* Skip in check sequence, R-Check has been returned, + Electronified check)

Date	Number	Amount	Date	Number	Amount	Date	Number	Amount
10-17	5718	172.00	11-03	5719	2,577.50			

Nov Payment

Daily Account Balance

Date	Balance	Date	Balance	Date	Balance
10-04	13.53	10-17	2,730.88	10-31	3,852.63
10-06	213.53	10-20	2,666.20	11-03	1,275.13
10-15	3,184.06	10-21	2,654.38	11-04	1,270.13
10-16	2,938.18	10-27	2,578.63		

OVERDRAFT/RETURN ITEM FEES

Return item fees for this statement period	\$0.00
Return item fees for this calendar year	\$0.00
Overdraft fees for this statement period	\$0.00
Overdraft fees for this calendar year	\$29.00

Fee Information

10/05/08 to 11/04/08	
Maintenance Fee	5.00
Total Maintenance Fee	5.00

Exhibit A-1

Nikki C. Johnson

From: "USAA" <azfceonline@mortgagebanksite.com>
To: <njohnson7@wi.rr.com>
Sent: Monday, December 15, 2008 5:08 PM
Subject: Payment Confirmation

Dear Valued USAA Customer

Thank you for your recent payment request. This is to confirm your authorization on 12/15/2008 05:06 PM Eastern Time for an electronic debit from your Checking account payable to USAA for the following payments:

Loan Number:	*****8305
Principal Amount:	\$2,577.50
Additional Principal:	\$0.00
Additional Escrow:	\$0.00
Late Charge:	\$0.00
Other Fees:	\$0.00
Transaction Fee:	\$12.50
Total Debit:	\$2,590.00
Confirmation Number:	2008121559734313

This payment will be effective on 12/15/2008 or shortly thereafter.

USAA may assess a \$10.00 fee for any check that is returned for insufficient funds.

If you have any questions, concerns or require clarification regarding this correspondence, please call 877-569-4632.

A-2



USAA FEDERAL SAVINGS BANK

P.O. Box 205 Waterloo, IA 50704-0205

Servicing

01/20/09

NIKKI C. JOHNSON

2045 ESQUIRE LN

RACINE WI 53406-2395

RE: Account Number [REDACTED] 8305
2045 ESQUIRE LN

RACINE WI 53406-2395

Dear NIKKI C. JOHNSON

This letter is to confirm that, by phone, you have verbally authorized a transaction to make payment to:

USAA Federal Savings Bank

Following are the transaction details:

Payment Amount: \$2,577.50
Fee Amount: \$12.50
Transaction Date: 1/16/2009
Transaction Type: Electronic Payment
Drawn On: *****7418

The authorized amount will be drawn from the specified checking, money market, or savings account. Please remember to update your records.

If you have any questions, please contact our office at 877-569-4632.

USAA Federal Savings Bank

Loan Servicing

7:41

A-3

Nikki C. Johnson

From: "USAA" <azfceonline@mortgagebanksite.com>
To: <njohnson7@wi.rr.com>
Sent: Friday, February 13, 2009 3:58 PM
Subject: Payment Confirmation

Dear Valued USAA Customer

Thank you for your recent payment request. This is to confirm your authorization on 02/13/2009 03:58 PM Eastern Time for an electronic debit from your Checking account payable to USAA for the following payments:

Loan Number:	*****8305
Principal Amount:	\$2,577.50
Additional Principal:	\$0.00
Additional Escrow:	\$0.00
Late Charge:	\$0.00
Other Fees:	\$0.00
Transaction Fee:	\$12.50
Total Debit:	\$2,590.00
Confirmation Number:	2009021362933758

This payment will be effective on 02/13/2009 or shortly thereafter.

USAA may assess a \$10.00 fee for any check that is returned for insufficient funds.

If you have any questions, concerns or require clarification regarding this correspondence, please call 877-569-4632.

A-4

8/12/2009

Nikki C. Johnson

From: "USAA" <azfceonline@mortgagebanksite.com>
To: <njohnson7@wi.rr.com>
Sent: Monday, March 16, 2009 3:53 PM
Subject: Payment Confirmation

Dear Valued USAA Customer

Thank you for your recent payment request. This is to confirm your authorization on 03/16/2009 04:55 PM Eastern Time for an electronic debit from your Checking account payable to USAA for the following payments:

Loan Number:	*****8305
Principal Amount:	\$2,577.50
Additional Principal:	\$0.00
Additional Escrow:	\$0.00
Late Charge:	\$0.00
Other Fees:	\$0.00
Transaction Fee:	\$12.50
Total Debit:	\$2,590.00
Confirmation Number:	2009031664752939

This payment will be effective on 03/16/2009 or shortly thereafter.

USAA may assess a \$10.00 fee for any check that is returned for insufficient funds.

If you have any questions, concerns or require clarification regarding this correspondence, please call 877-569-4632.

A-5

Nikki C. Johnson

From: "USAA" <azfceonline@mortgagebanksite.com>
To: <njohnson7@wi.rr.com>
Sent: Thursday, April 30, 2009 3:36 PM
Subject: Payment Confirmation

Dear Valued USAA Customer

Thank you for your recent payment request. This is to confirm your authorization on 04/30/2009 04:38 PM Eastern Time for an electronic debit from your Checking account payable to USAA for the following payments:

Loan Number:	*****8305
Principal Amount:	\$2,577.50
Additional Principal:	\$0.00
Additional Escrow:	\$0.00
Late Charge:	\$0.00
Other Fees:	\$0.00
Transaction Fee:	\$12.50
Total Debit:	\$2,590.00
Confirmation Number:	2009043067251096

This payment will be effective on 04/30/2009 or shortly thereafter.

USAA may assess a \$10.00 fee for any check that is returned for insufficient funds.

If you have any questions, concerns or require clarification regarding this correspondence, please call 877-569-4632.

A-6

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WISCONSIN

IN RE:

NIKKI CHRISTINE JOHNSON

Case #07-29029-SVK-13

Debtor

CERTIFICATE OF SERVICE

STATE OF WISCONSIN)

: ss.

COUNTY OF RACINE)

Barbara Webster, being first duly sworn on oath deposes and states that on the date this was notarized a copy of:

**OBJECTION TO AFFIDAVIT OF DEFAULT FILED BY
GMAC MORTGAGE**

was served by either Electronic Case Filing or by first class mail, postage prepaid, to the following persons at the following addresses:

Ms. Mary Grossman
Trustee in Bankruptcy
740 N. Plankinton Ave.
Suite 400
Milwaukee, WI 53203

Attorney Jay Pitner
Gray & Associates
600 N. Broadway, #300
Milwaukee, WI 53202-5099

U. S. Trustee
UNITED STATES COURTHOUSE
517 E. Wisconsin Ave.
Suite 560
Milwaukee, WI 53202

Ms. Nikki Johnson
2045 Esquire Lane
Racine, WI 53405

with a request to the postal authorities for the return thereof in case of non-delivery to the person(s) addressed, in accordance with Bankruptcy Rule 7004(b).

/s/ Barbara Webster

Barbara Webster

Subscribed and sworn to before me on:
August 13, 2009

/s/ Carrie R. Michelson

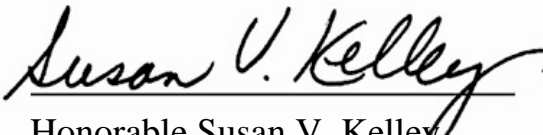
Notary Public, Racine County, WI
My commission is permanent.

Exhibit BB



THE FOLLOWING ORDER
IS APPROVED AND ENTERED
AS THE ORDER OF THIS COURT:

DATED: September 18, 2009


Honorable Susan V. Kelley
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WISCONSIN**

In re:

Chapter 13

Nikki Christine Johnson a/k/a
Nikki Christine Johnson-Frederiksen a/k/a
Nikki Johnson-Frederiksen,

Case No. 07-29029-SVK

Debtor.

**ORDER PURSUANT TO HEARING UPON DEBTOR'S OBJECTION TO GMAC
MORTGAGE, LLC'S AFFIDAVIT OF DEFAULT**

Pursuant to the debtor's objection to GMAC Mortgage, LLC's (hereinafter "GMAC")
affidavit of default with respect to the property located at 2045 Esquire Lane, Racine, WI, this

Drafted by:

Jay J. Pitner
Gray & Associates, L.L.P.
600 North Broadway
Suite 300
Milwaukee, WI 53202
Phone: (414) 224-8404
Fax: (414) 224-1279
Email: jpitner@gray-law.com

Gray & Associates, L.L.P. is attempting to collect a debt on its client's behalf and any information it obtains will be used for that purpose. If you previously received a discharge in a chapter 7 bankruptcy case, this should not be construed as an attempt to hold you personally liable for the debt.

matter was heard on September 1, 2009, GMAC appearing through its counsel, Gray & Associates, L.L.P., by Jay J. Pitner, and the debtor appearing through her attorneys, The Michelson Law Office, by Carrie Michelson, and Rebecca Garcia appearing on behalf of the Chapter 13 Trustee and upon the arguments and statements of counsel and all the files, records and proceedings herein,

IT IS HEREBY ORDERED that the debtor shall tender two monthly mortgage payments (each in the amount of approximately \$2,535.96) to GMAC or its counsel forthwith.

IT IS FURTHER ORDERED that, with the expectation that the payments required by the preceding paragraph will be received promptly, GMAC may file a supplemental claim for the remaining post-petition arrearage which exists through the end of September 2009. It is anticipated that the amount of this claim will be approximately \$5,858.63, though the parties shall investigate one payment allegedly made by the debtors but not received GMAC. If this payment is received by GMAC, the appropriate credit shall be made on the supplemental claim.

IT IS FURTHER ORDERED that commencing in October 2009 and continuing through and including March 2010, the debtor shall make all monthly mortgage payments to GMAC in sufficient time to be received on or before the sixteenth (16th) day of each month in which each such payment is due. In the event any payment is not received by GMAC in a timely manner, counsel for GMAC may submit an affidavit of default and proposed order for immediate relief from the automatic stay to the court for signature.

IT IS FURTHER ORDERED that commencing in April 2010, the debtor shall make all monthly mortgage payments to GMAC in sufficient time to be received on or before the sixteenth (16th) day of each month in which each such payment is due. In the event any payment is not received by GMAC in a timely manner, counsel for GMAC may request by letter another hearing upon the motion for relief from the automatic stay.

IT IS FURTHER ORDERED that pending further notice, the amount of the monthly mortgage payment is \$2,535.96 and payments shall be made to GMAC at GMAC Rescap, LLC, 3451 Hammond Avenue, Waterloo, IA 50702, Attn: Payment Processing.

#####

Exhibit CC

B 10 (Official Form 10) (12/07)

UNITED STATES BANKRUPTCY COURT Eastern District of Wisconsin		SUPPLEMENTAL PROOF OF CLAIM
Name of Debtor: Nikki Christine Johnson aka Nikki Christine Johnson-Frederiksen aka Nikki Johnson-Frederiksen		Case Number: 07-29029-SVK
<i>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): GMAC Mortgage, LLC		<input checked="" type="checkbox"/> Check this box to indicate that this claim supplements a previously filed claim. Court Claim Number: <u>14</u> (If known) Filed on: <u>10/21/2008</u>
Name and address where notices should be sent: GMAC Mortgage, LLC (PA), 1100 Virginia Drive, Fort Washington, PA 19034 Telephone number: 215-682-1579		
Name and address where payment should be sent (if different from above): GMAC Mortgage Rescap. LLC 3451 Hammond Avenue Waterloo, IA 50702 Attn: Payment Processing Telephone number:		
Amount of Claim as of Date Case Filed: \$ <u>3,281.13</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <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 \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, 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 \$2,425* 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 - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$ _____ <i>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>
2. Basis for Claim: <u>Money loaned</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: <u>xxxxxx8305</u> 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$3,281.13 Basis for perfection: <u>recorded mortgage/security instrument</u> Amount of Secured Claim: \$ <u>3,281.13</u> Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach 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. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		
Date: 10/13/2009	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. /s/ Jay Pitner, Attorney for creditor Gray & Associates, L.L.P. 600 N. Broadway, Milwaukee, WI 53202	
FOR COURT USE ONLY		

ATTACHMENT TO SUPPLEMENTAL PROOF OF SECURED CLAIM

07-29029-SVK

TOTAL ARREARAGE:

04/09 through 05/09	\$5,155.00
2 mortgage payments @ \$2,577.50	
06/09 through 09/09	10,143.84
4 mortgage payments @ \$2,535.96	
Accumulated Late Charges	286.71
Attorney fees and costs - bankruptcy	500.00
Payment received 05/01/2009	(2,577.50)
Payment received 08/06/2009	(2,577.50)
Payment received 05/29/2009	(2,577.50)
Payment received 09/25/2009	(5,071.92)
TOTAL ARREARAGE CLAIM AMOUNT	<u>\$3,281.13</u>

No add-on interest is claimed. If legal fees and costs are incurred after this proof of claim is filed, they will be assessed to the account if legally permissible in the opinion of the claimant and/or its servicing agent. If such fees and costs and other contractually-authorized items are not paid as part of this case, they may be collected in the future pursuant to the terms of the security instrument, the Bankruptcy Code and other applicable law.

Gray & Associates, L.L.P. is attempting to collect a debt on its client's behalf and any information it obtains will be used for that purpose. If you previously received a discharge in a chapter 7 bankruptcy case, this should not be construed as an attempt to hold you personally liable for the debt.

Exhibit DD

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF WISCONSIN**

In re:
Nikki Christine Johnson
aka Nikki Christine Johnson-Frederiksen
aka Nikki Johnson-Frederiksen,

Chapter 13

Case No. 07-29029-SVK

Debtor.

**AFFIDAVIT OF DEFAULT IN PAYMENTS TO
GMAC MORTGAGE, LLC**

Jay Pitner, being first duly sworn on oath deposes and says,

1. That he is the attorney for GMAC Mortgage, LLC, its successors and/or assignees, the movant in this matter.

2. That on September 18, 2009, the court signed an order pertaining to the movant's motion for relief from the automatic stay directing that monthly mortgage payments be made to the movant on or before the sixteenth day of the month in which said payment is due. A copy of said order is attached hereto and its contents are incorporated herein by reference.

3. That the debtor has failed to comply with the court's order by failing to make the payments beginning with the payment due on November 16, 2009.

4. That the movant's legal fees and costs associated with this affidavit of default are \$150.00.

_____/s/_____
Jay Pitner

Subscribed and sworn to before me
this 10th day of February, 2010.

_____/s/_____
Michelle M. Neil, Notary Public
State of Wisconsin
My commission expires: 09/22/2013.

Drafted by:

Jay J. Pitner
Gray & Associates, L.L.P.
16345 West Glendale Drive
New Berlin, WI 53151
Phone: (414) 224-8404
Fax: (414) 224-1279
Email: jpitner@gray-law.com

Gray & Associates, L.L.P. is attempting to collect a debt on its client's behalf and any information it obtains will be used for that purpose. If you previously received a discharge in a chapter 7 bankruptcy case, this should not be construed as an attempt to hold you personally liable for the debt.

GRAY & ASSOCIATES, L.L.P.
ATTORNEYS AT LAW
16345 WEST GLENDALE DRIVE
NEW BERLIN, WI 53151

(414) 224-8404
FAX (414) 224-1279

February 10, 2010

The Honorable Susan V. Kelley
U.S. Bankruptcy Judge
517 East Wisconsin Avenue
Milwaukee, WI 53202

RE: Nikki Christine Johnson
Chapter 13
Case No. 07-29029-SVK

Dear Judge Kelley:

On September 18, 2009, the court entered an order granting relief if the above-referenced debtor failed to make any of her monthly mortgage payments to the movant on or before the sixteenth day of each month. The debtor has failed to comply with the terms of the order and accordingly I attach my affidavit of default together with a proposed order for relief.

Thank you.

Sincerely,

GRAY & ASSOCIATES, L.L.P.

/s/
Jay Pitner

JJP/rb

Enclosures

cc: Abraham Michelson
Mary B. Grossman
Nikki Christine Johnson
US Trustee

Gray & Associates, L.L.P. is attempting to collect a debt on our client's behalf and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

Exhibit EE

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WISCONSIN

IN RE:

NIKKI CHRISTINE JOHNSON

Case #07-29029-SVK-13

Debtor

**OBJECTION TO AFFIDAVIT OF DEFAULT FILED BY
GMAC MORTGAGE**

Now comes the above named Debtor, by and through her attorney, Michelson Law Office, and objects to the Affidavit of Default filed by GMAC Mortgage on the following grounds:

FIRST: The Order signed by Hon. Susan V. Kelley on September 18, 2009 required that 2 mortgage payments of \$2,535.96 were to be forwarded to GMAC's counsel forthwith. Michelson Law Office sent its trust account check for \$5,071.92 to Gray & Associates on September 16, 2009. Judge Kelley's Order included a "doomsday provision" regarding Debtor's payments from October 2009 through March 2010. Debtor has made all the payments due during that time. Proof of each payment is attached hereto as Exhibit A., pages 1-4.

SECOND: On February 11, 2010 Debtor spoke with a representative of the mortgage company and was advised they have "unapplied funds". That person was going to open a "work

THE MICHELSON LAW OFFICE

617 6th Street/P. O. Box 67

Racine, WI 53401-0067

Telephone: (262) 638-8400

Fax: (262) 638-1818

order” on the matter and see why all money received hasn’t been applied. This happened in the original Motion for Relief, and GMAC did amend the supplemental claim once the unapplied funds had been accounted for.

THIRD: Debtor requests that a hearing be scheduled.

Dated: February 15, 2010

THE MICHELSON LAW OFFICE

/s/ Carrie R. Michelson

By

Carrie R. Michelson

Barbara Webster

From: "Nikki C. Johnson" <njohnson7@wi.rr.com>
To: "Barb Webster" <bwebster@michelsonlawracine.com>
Sent: Thursday, February 11, 2010 3:22 PM
Subject: Fw: Payment Confirmation

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

From: USAA
To: njohnson7@wi.rr.com
Sent: Friday, November 13, 2009 3:54 PM
Subject: Payment Confirmation

Dear Valued USAA Customer

Thank you for your recent payment request. This is to confirm your authorization on 11/13/2009 04:53 PM Eastern Time for an electronic debit from your Checking account payable to USAA for the following payments:

Loan Number:	*****8305
Principal Amount:	\$2,535.96
Additional Principal:	\$0.00
Additional Escrow:	\$0.00
Late Charge:	\$0.00
Other Fees:	\$0.00
Transaction Fee:	\$12.50
Total Debit:	\$2,548.46
Confirmation Number:	2009111378567589

This payment will be effective on 11/13/2009 or shortly thereafter.

USAA may assess a \$10.00 fee for any check that is returned for insufficient funds.

If you have any questions, concerns or require clarification regarding this correspondence, please call 877-569-4632.

Exh. A-pg 1

Barbara Webster

From: "Nikki C. Johnson" <njohnson7@wi.rr.com>
To: "Barb Webster" <bwebster@michelsonlawracine.com>
Sent: Thursday, February 11, 2010 3:22 PM
Subject: Fw: Payment Confirmation

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

From: USAA
To: njohnson7@wi.rr.com
Sent: Wednesday, October 14, 2009 12:49 PM
Subject: Payment Confirmation

Dear Valued USAA Customer

Thank you for your recent payment request. This is to confirm your authorization on 10/14/2009 02:49 PM Eastern Time for an electronic debit from your Checking account payable to USAA for the following payments:

Loan Number:	*****8305
Principal Amount:	\$2,535.96
Additional Principal:	\$0.00
Additional Escrow:	\$0.00
Late Charge:	\$0.00
Other Fees:	\$0.00
Transaction Fee:	\$12.50
Total Debit:	\$2,548.46
Confirmation Number:	2009101476722574

This payment will be effective on 10/14/2009 or shortly thereafter.

USAA may assess a \$10.00 fee for any check that is returned for insufficient funds.

If you have any questions, concerns or require clarification regarding this correspondence, please call 877-569-4632.

Exh. A-2

Barbara Webster

From: "Nikki C. Johnson" <njohnson7@wi.rr.com>
To: "Barb Webster" <bwebster@michelsonlawracine.com>
Sent: Thursday, February 11, 2010 3:23 PM
Subject: Fw: Payment Confirmation

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

From: USAA
To: njohnson7@wi.rr.com
Sent: Tuesday, December 15, 2009 3:58 PM
Subject: Payment Confirmation

Dear Valued USAA Customer

Thank you for your recent payment request. This is to confirm your authorization on 12/15/2009 04:57 PM Eastern Time for an electronic debit from your Checking account payable to USAA for the following payments:

Loan Number:	*****8305
Principal Amount:	\$2,535.96
Additional Principal:	\$0.00
Additional Escrow:	\$0.00
Late Charge:	\$0.00
Other Fees:	\$0.00
Transaction Fee:	\$12.50
Total Debit:	\$2,548.46
Confirmation Number:	2009121580430457

This payment will be effective on 12/15/2009 or shortly thereafter.

USAA may assess a \$10.00 fee for any check that is returned for insufficient funds.

If you have any questions, concerns or require clarification regarding this correspondence, please call 877-569-4632.

Exhibit A-3

Barbara Webster

From: "Nikki C. Johnson" <njohnson7@wi.rr.com>
To: "Barb Webster" <bwebster@michelsonlawracine.com>
Sent: Thursday, February 11, 2010 3:23 PM
Subject: Fw: Payment Confirmation

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

From: USAA
To: njohnson7@wi.rr.com
Sent: Friday, January 15, 2010 6:55 PM
Subject: Payment Confirmation

Dear Valued USAA Customer

Thank you for your recent payment request. This is to confirm your authorization on 01/15/2010 07:55 PM Eastern Time for an electronic debit from your Checking account payable to USAA for the following payments:

Loan Number:	*****8305
Principal Amount:	\$2,535.96
Additional Principal:	\$0.00
Additional Escrow:	\$0.00
Late Charge:	\$0.00
Other Fees:	\$0.00
Transaction Fee:	\$12.50
Total Debit:	\$2,548.46
Confirmation Number:	2010011582348536

This payment will be effective on 01/15/2010 or shortly thereafter.

USAA may assess a \$10.00 fee for any check that is returned for insufficient funds.

If you have any questions, concerns or require clarification regarding this correspondence, please call 877-569-4632.

Exhibit A-4

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WISCONSIN

IN RE:

NIKKI CHRISTINE JOHNSON

Case #07-29029-SVK-13

Debtor

CERTIFICATE OF SERVICE

STATE OF WISCONSIN)

: ss.

COUNTY OF RACINE)

Barbara Webster, being first duly sworn on oath deposes and states that on the date this was notarized a copy of:

**OBJECTION TO AFFIDAVIT OF DEFAULT FILED BY
GMAC MORTGAGE**

was served by either Electronic Case Filing or by first class mail, postage prepaid, to the following persons at the following addresses:

Ms. Mary Grossman
Trustee in Bankruptcy
740 N. Plankinton Ave.
Suite 400
Milwaukee, WI 53203

Attorney Jay Pitner
Gray & Associates
600 N. Broadway, #300
Milwaukee, WI 53202-5099

U. S. Trustee
UNITED STATES COURTHOUSE
517 E. Wisconsin Ave.
Suite 560
Milwaukee, WI 53202

Ms. Nikki Johnson
2045 Esquire Lane
Racine, WI 53405

with a request to the postal authorities for the return thereof in case of non-delivery to the person(s) addressed, in accordance with Bankruptcy Rule 7004(b).

/s/ Barbara Webster

Barbara Webster

Subscribed and sworn to before me on:
February 15, 2010

/s/ Carrie R. Michelson

Notary Public, Racine County, WI

My commission is permanent.

Exhibit FF

DISPLAY/HISTORY

12-12020-mg Doc 8068-35 Filed 02/05/15 Entered 02/05/15 13:24:22 Exhibit FF

Acct: [REDACTED] 8305 Name: NIKKI C. JOHNSON

1 Pg 3 of 11 0

Investor: 10023 Warn: 0 Lock: 1 Stop: 0

Page:

SSN: [REDACTED] 3236

Refresh Date:

- Dates -	Paid To: 2/1/2013	Next Due: 3/1/2013	Type:	Last Pmt: 1/30/2013
- Bal -	Prin: \$0.00	Esc: \$0.00		
- Uncol -	LC: \$0.00	P&I Adv: \$0.00	Esc Sht: \$0.00	

NOTES:

Trans Added Date	Trans Type	Area ID that Originated the Message	Document Notice Id	Document Text Id	Document Text Type Code	Add Teller	TransactionDescription
2/1/2004	NT					T:99998	----- CONVERTED HISTORY ENDS 02/01/04 -----
2/9/2004	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
2/13/2004	DM					T:00000	EARLY IND: SCORE 007 MODEL EI16N
3/5/2004	DM					T:00000	EARLY IND: SCORE 007 MODEL EI16N
3/8/2004	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
4/6/2004	DM					T:00000	EARLY IND: SCORE 007 MODEL EI16N
4/7/2004	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
4/27/2004	DM					T:00000	RISK PROFILER SCORE 001
5/5/2004	DM					T:00000	EARLY IND: SCORE 007 MODEL EI16N
5/6/2004	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
6/8/2004	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
7/6/2004	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
8/5/2004	DM					T:00000	EARLY IND: SCORE 068 MODEL EI16C
8/6/2004	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
8/30/2004	DM					T:00000	RISK PROFILER SCORE 001
9/7/2004	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
10/6/2004	DM					T:00000	EARLY IND: SCORE 068 MODEL EI16C
10/6/2004	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
11/8/2004	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
11/9/2004	DM					T:00000	EARLY IND: SCORE 068 MODEL EI16C
12/7/2004	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
12/20/2004	NT	TAX				T:07253	WI 12/31/04- VERIFIED IN PLS BY NAME/ADDRESS THAT
12/20/2004	NT	TAX				T:07253	FA IS REPORTING CORRECT PARCEL #151032201650023,
12/20/2004	NT	TAX				T:07253	CHANGED MS TO MIRROR FA.
12/20/2004	NT	TAX				T:07253	*MT PLEASANT VILLAGE-
12/30/2004	DM					T:00000	RISK PROFILER SCORE 001
1/5/2005	DM					T:00000	EARLY IND: SCORE 068 MODEL EI16C
1/6/2005	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
2/7/2005	DM					T:00000	EARLY IND: SCORE 068 MODEL EI16C

1/26/2007	DMD	12 12020 mg	Doc 8068	35	Filed 02/05/15	T:22222	00/00/00 00:00:00
1/26/2007	DMD					T:22222	00/00/00 00:00:00
1/26/2007	DMD					T:22222	01/26/07 18:09:11 MSG ANS MACH
1/26/2007	CIT	INQ30				T:08902	001 new cit 228 corr rcvd
1/29/2007	DMD					T:22222	00/00/00 00:00:00
1/29/2007	DMD					T:22222	00/00/00 00:00:00
1/29/2007	DMD					T:22222	01/27/07 10:12:35 MSG ANS MACH
1/31/2007	DM					T:00000	RISK PROFILER SCORE 069
1/31/2007	NT	SKIP				T:01542	No phone number returned from Innovis skip file
2/1/2007	DM					T:05835	RECVD LETTER FROM B1 ABOUT RFD THT BENEFITS WERE
2/1/2007	DM					T:05835	NOT BEING PAID AND B1 THOUGHT WLD BE PD FOR LIFE
2/1/2007	DM					T:05835	NOW IS BEHIND WANTED TO KNOW OPTIONS AND TO BE
2/1/2007	DM					T:05835	SENT IN WRITING PH# IS D/N. LOAN IN WARN 4. BREACH
2/1/2007	DM					T:05835	SENT LAST MONTH.
2/1/2007	DM					T:05835	ACTION/RESULT CD CHANGED FROM BRIP TO NOTE
2/1/2007	DM					T:01601	
2/1/2007	DM					T:01601	DFLT REASON 1 CHANGED TO: EXCESSIVE OBLIGATIONS
2/1/2007	OL		0	21	2		WDOYCUS - FILE DELAY
2/1/2007	CIT	INQ30				T:01419	001 DONE 02/01/07 BY TLR 01419
2/1/2007	CIT	INQ30				T:01419	TSK TYP 228-DEFAULT CORRESP
2/1/2007	CIT	INQ30				T:01419	001 Clsing CIT 228-forw payment req to Shawn
2/1/2007	CIT	INQ30				T:01419	C@Coll, mail. FILEDLY. TN 7517
2/2/2007	DM					T:00000	EARLY IND: SCORE 359 MODEL EI90C
2/6/2007	DMD					T:22222	00/00/00 00:00:00
2/6/2007	DMD					T:22222	00/00/00 00:00:00
2/6/2007	DMD					T:22222	02/05/07 20:37:42 MSG ANS MACH
2/6/2007	MFI		0	00	0		MERS NOTIFIED FRCLSR INITIATED 02/06/07
2/6/2007	CIT	FCL10				T:16171	002 New CIT 476 Please deactivate MERS
2/6/2007	FOR						REFERRED TO ATTORNEY (2) COMPLETED 02/06/07
2/6/2007	FOR						FORECLOSURE APPROVAL (1) COMPLETED 02/06/07
2/6/2007	NT	FCL				T:16171	Foreclosure Referral Review Completed
2/6/2007	NT	FCL				T:16171	and Management Approved
2/6/2007	FOR						APPROVED FOR FCL 02/06/07
2/6/2007	NT	SKIP				T:01542	No phone number returned from Innovis skip file
2/6/2007	NT	LMT				T:01577	rcvd fax, gave to jenna.
2/7/2007	CIT	OTH10				T:05973	002 DONE 02/07/07 BY TLR 05973
2/7/2007	CIT	OTH10				T:05973	TSK TYP 476-MERS DEACTIVATI
2/7/2007	CIT	OTH10				T:05973	002 Removed MERS codes and de-activated loan on
2/7/2007	CIT	OTH10				T:05973	MERS web-site.
2/8/2007	NT	DM				T:25101	FNMA DELQ 01/31/07 42

2/8/2007	NT	FCL	12 12020 mg	Doc 8068	35	Filed 02/05/15	Entered 02/05/15 13:24:22	Exhibit 11	LOAN PROCESSOR CHANGED TO JONNECA ROGERS BY
2/8/2007	NT	FCL							JONNECA ROGERS.
2/8/2007	NT	FCL					T:27060		FILE RECEIVED BY ATTORNEY COMPLETED DATE OF
2/8/2007	NT	FCL					T:27060		2/7/2007 WAS ENTERED BY JONNECA ROGERS ON
2/8/2007	NT	FCL					T:27060		2/8/2007.
2/8/2007	DM						T:08829		CLD TO DIS PRTL LMP--RES# NOT IN SERVICE...NEED
2/8/2007	DM						T:08829		FINS AND PAY STUB
2/8/2007	DM						T:08829		ACTION/RESULT CD CHANGED FROM NOTE TO BRIP
2/8/2007	OL		0	68	5				WDOYLM - 10 DAY DOC
2/8/2007	OL		0	68	5				WDOYLM - 10 DAY DOC
2/9/2007	CBR		0	00	1		T:00000		DELINQUENT: 90 DAYS
2/9/2007	NT	SKIP					T:01519		No phone number returned from Innovis skip file
2/13/2007	DMD						T:22222		00/00/00 00:00:00
2/13/2007	DMD						T:22222		00/00/00 00:00:00
2/13/2007	DMD						T:22222		02/13/07 20:06:59 MSG ANS MACH
2/13/2007	FOR								reproject
2/13/2007	FOR								TASK:0500-FCL-Q-CHGD FUPDT 02/13/07
2/16/2007	FSV		0	00	1		T:00000		INSP TYPE F ORDERED; REQ CD =AUTO DELQ
2/16/2007	NT	SKIP					T:01519		No phone number returned from Innovis skip file
2/19/2007	NT	FCL					T:27060		LOAN PROCESSOR CHANGED TO IRIS GONZALEZ BY ERICA
2/19/2007	NT	FCL					T:27060		WILLIS.
2/19/2007	NT	FCL					T:27060		IN ALL INSTANCES, WE WILL NOT PROCEED TO FILING
2/19/2007	NT	FCL					T:27060		THE SUMMONS AND COMPLAINT UNTIL GMAC HAS ADVISED
2/19/2007	NT	FCL					T:27060		ONE WAY OR ANOTHER ON WHETHER GMAC WISHES TO SEEK
2/19/2007	NT	FCL					T:27060		A DEFICIENCY JUDGMENT.SEEKING DEFICIENCY AFFECTS
2/19/2007	NT	FCL					T:27060		THE FORECLOSURE PROCESS IN TWO WAYS. FIRST, THE
2/19/2007	NT	FCL					T:27060		REDEMPTION PERIOD DOUBLES. SECOND, AN ADDITIONAL
2/19/2007	NT	FCL					T:27060		FEE OF \$475.00 WILL BE BILLED TO YOUR OFFICE. WE
2/19/2007	NT	FCL					T:27060		WILL AWAIT YOUR RESPONSE REGARDING DEFICIENCY.IF
2/19/2007	NT	FCL					T:27060		YOU HAVE ANY QUESTIONS, PLEASE CONTACT ME.THANK
2/19/2007	NT	FCL					T:27060		YOU.
2/20/2007	D28		0	DT	8				FORCED BILLING STATEMENT FROM REPORT R628
2/21/2007	DM						T:17626		CONTINUED- ABOUT A POSS FORBERANCE-ADV MRS OF INFO
2/21/2007	DM						T:17626		NEEDED-ADV MRS NO GURANTEES GAVE MRS FX #
2/21/2007	DM						T:17626		ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
2/21/2007	DM						T:17626		MRS CLLD-VERI INFO-MRS STATED SHE DOES NOT HAVE
2/21/2007	DM						T:17626		THE FUNDS TO DO A WORKOUT PLAN AT THIS TIME RFD
2/21/2007	DM						T:17626		MRS STATED WHEN HER HUSBAND PASSED AWAY SHE
2/21/2007	DM						T:17626		STOPPED REC SVP AND OTHER FUNDS-MRS IS IN THE
2/21/2007	DM						T:17626		PROCESS OF GETTING A JOB AND IS HOPEFULL THAT IT

2/21/2007	DM	12 12020 mg	Doc 8068	35	Filed 02/05/15	Entered 02/05/15 13:24:22	Exhibit C1	SHOULD BE WITHIN THE NEXT MONTH OR SO-SHE IS LOOKI
2/21/2007	DM							ACTION/RESULT CD CHANGED FROM BRIP TO LMDC
2/21/2007	FOR							LMT BORR FIN REC ADDED
2/22/2007	NT	FCL				T:27060		FIRST LEGAL ACTION COMPLETED DATE OF 2/19/2007 WAS
2/22/2007	NT	FCL				T:27060		ENTERED BY AMANDA RUTTER ON 2/22/2007.
2/22/2007	FOR							FIRST LEGAL ACTION (500) COMPLETED 02/19/07
2/23/2007	NT	LMT				T:08829		GAVE FAX TO JENNA
2/26/2007	DMD					T:22222		00/00/00 00:00:00
2/26/2007	DMD					T:22222		00/00/00 00:00:00
2/26/2007	DMD					T:22222		02/26/07 19:47:43 MSG ANS MACH
2/26/2007	FSV		0	00	1	T:00000		INSP TP F RESULTS RCVD; ORD DT=02/16/07
2/27/2007	NT	LMT				T:08829		ASGND FILE TO DAWN W.
2/27/2007	LMT							LMT SOLUTN PURSUED (6) COMPLETED 02/27/07
2/27/2007	LMT							COMPLETE FIN PKG REC (3) COMPLETED 02/27/07
2/27/2007	LMT							ASSESS FINANCL PKG (2) COMPLETED 02/27/07
2/27/2007	LMT							REFERRD TO LOSS MIT (1) COMPLETED 02/27/07
2/27/2007	LMT							APPROVED FOR LMT 02/27/07
2/28/2007	NT	SKIP				T:01542		No phone number returned from Innovis skip file
2/28/2007	NT	FCL				T:27060		FILE HISTORY WITH THE TOPIC "REQUEST FOR: F
2/28/2007	NT	FCL				T:27060		FILE HISTORY WITH THE TOPIC "REQUEST FOR: F
3/1/2007	NT	FCL				T:27060		TOTAL ESTIMATED FEES AND COSTS GOOD THROUGH
3/1/2007	NT	FCL				T:27060		03/27/07 ARE \$1,528.60 ALL OF WHICH IS
3/1/2007	NT	FCL				T:27060		OUTSTANDING. THANK YOU.
3/2/2007	DM					T:00000		EARLY IND: SCORE 356 MODEL EIFRC
3/2/2007	NT	FCL				T:27060		TITLE HAS BEEN REVIEWED. THERE ARE NO PRIOR LIENS
3/2/2007	NT	FCL				T:27060		ON TITLE. TAXES ARE CURRENT.*PLEASE NOTE - AN
3/2/2007	NT	FCL				T:27060		ENDORSEMENT HAS BEEN ORDERED TO EXTEND THE
3/2/2007	NT	FCL				T:27060		EFFECTIVE DATE TO COVER OUR LIS PENDENS. THE
3/2/2007	NT	FCL				T:27060		RESULTS OF THE TITLE REVIEW MAY CHANGE TO REFLECT
3/2/2007	NT	FCL				T:27060		ANY ADDITIONAL ASSIGNMENTS OF RECORD, JUNIOR LIENS
3/2/2007	NT	FCL				T:27060		OR ADDITIONAL JUNIOR LIENS.THANK YOU.
3/5/2007	NT	LMT				T:12879		rcvd fax gave to jenna
3/5/2007	DM					T:12397		BRR CI RE STATUS OF RVW-ADV INFO RECVD & NO NEW
3/5/2007	DM					T:12397		INFO-BRR ADV MIGHT BE REFIN LOAN-BRR ADV STILL
3/5/2007	DM					T:12397		WNTS PMT ARGMNTS AS REFIN MIGHT NOT CLOSE-ADV TO
3/5/2007	DM					T:12397		WAIT FOR ANALYST TO GIVE CLL BACK
3/5/2007	DM					T:12397		ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
3/5/2007	NT	FCL				T:27060		PLEASE PROVIDE JUDGMENT FIGURES WITH A COMPLETE
3/5/2007	NT	FCL				T:27060		BREAKDOWN IN THE ESCROW AND CORPORATE ADVANCES
3/5/2007	NT	FCL				T:27060		GOOD THROUGH 4/16/07. THANKS

3/15/2007	FOR	12 12020 mg	Doc 8068	35	Filed 02/05/15	Entered 02/05/15 13:24:22	03/15/07 - 14:56 - 34740
3/15/2007	FOR						a Requested, completed on 3/15/2007
3/15/2007	FOR						03/15/07 - 08:48 - 37740
3/15/2007	FOR						3/15/2007 8:48:17 AM CT: Lauren
3/15/2007	FOR						Wosilait, at-graye New Process. -
3/15/2007	FOR						Process opened 3/15/2007 by user
3/15/2007	FOR						Lauren Wosilait.
3/15/2007	FOR						03/15/07 - 08:48 - 37740
3/15/2007	FOR						3/15/2007 8:48:12 AM CT: Lauren
3/15/2007	FOR						Wosilait, at-graye Event Update. -
3/15/2007	FOR						User has updated the system for the
3/15/2007	FOR						following event: Service Complete, c
3/15/2007	FOR						03/15/07 - 08:48 - 37740
3/15/2007	FOR						ompleted on 3/15/2007
3/19/2007	FSV		0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =AUTO DELQ
3/19/2007	DM					T:01087	LMOM FOR MRS. MRS RET'D CLL. ?D ADD INC AS VA INC
3/19/2007	DM					T:01087	ONLY 1246 & EXP 47XX. SHE ADVSD FIANCEE CONT 3K.
3/19/2007	DM					T:01087	ADVSD STILL INSUFF. SHE ADVSD GOING THRU REFI NOW
3/19/2007	DM					T:01087	& SHLD HV CMPLTD DEC IN 72HRS. ADVSD CANNOT ASSIST
3/19/2007	DM					T:01087	W/OUT SHOWING AFFORD. CLOSED FILE.
3/19/2007	DM					T:01087	ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
3/19/2007	LMT						FILE CLOSED (7) COMPLETED 03/19/07
3/20/2007	D28		0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628
3/22/2007	NT	DM				T:19009	FNMA DELQ 02/28/07 43
3/23/2007	FOR						03/23/07 - 09:32 - 13455
3/23/2007	FOR						System updated for the following
3/23/2007	FOR						event: User has created a
3/23/2007	FOR						Process-Level issue for this
3/23/2007	FOR						loan.Issue Type: Payoff Request. Iss
3/23/2007	FOR						03/23/07 - 09:32 - 13455
3/23/2007	FOR						ue Comments: Please forward payoff
3/23/2007	FOR						figures good through 4/23/07 to my
3/23/2007	FOR						attention at your earliest
3/23/2007	FOR						convenience. The total estimated out
3/23/2007	FOR						03/23/07 - 09:32 - 13455
3/23/2007	FOR						standing fees and costs good
3/23/2007	FOR						through that date are \$1814.80.
3/23/2007	FOR						Thank you. Status: Active
3/23/2007	DM					T:17484	MRS CLD IN WANTED A PO QUOTE ADV SHE NEEDS TO
3/23/2007	DM					T:17484	CONTACT THE FC ATTNY FOR THAT.

11/2/2007	DM	12 12020 mg	Doc 8068	35	Filed 02/05/15	T:00000	EARLY IND. SCORE 316 MODEL EIFRC
11/2/2007	FOR					Entered 02/05/15 13:24:22	Exhibit FF
11/2/2007	FOR					Pg 7 of 11	11/01/07 - 07:43 - 11886
11/2/2007	FOR						User has updated the system for the
11/2/2007	FOR						following event: Bidding
11/2/2007	FOR						Instructions Received By Attorney,
11/2/2007	FOR						completed on 11/1/2007
11/3/2007	DM					T:12879	MS CLD IN WNTS TO GET ON REPAY TOOK FINS PSTV, RFD
11/3/2007	DM					T:12879	LOST JOB NOW WRKING, HAS 5K FOR CONTRI, EMAILED
11/3/2007	DM					T:12879	JENNA, MS SAID SHE WLD LIKE TO HERE BCK ON 11/5
11/3/2007	DM					T:12879	ADVSD NOT SURE OF TIME FRAME, MS SAID THAT SHE
11/3/2007	DM					T:12879	WILL HAVE TO FILE BNKRPTCY IF SHE DSNT HERE BCK
11/3/2007	DM					T:12879	ACTION/RESULT CD CHANGED FROM BRLM TO LMDC
11/3/2007	DM					T:30029	OUTBOUND LMT CALL. LM ON VM.
11/3/2007	DM					T:30029	ACTION/RESULT CD CHANGED FROM LMDC TO BRLM
11/5/2007	DMD					T:22222	00/00/00 00:00:00
11/5/2007	DMD					T:22222	00/00/00 00:00:00
11/5/2007	DMD					T:22222	11/05/07 20:28:22 NO ANS
11/5/2007	FOR						11/05/07 - 09:17 - 46803
11/5/2007	FOR						A fees and costs request has been
11/5/2007	FOR						completed for this loan by David
11/5/2007	FOR						Mollenhoff
11/5/2007	FOR						11/05/07 - 09:12 - 46803
11/5/2007	FOR						A fees and costs request has been
11/5/2007	FOR						entered for this loan by David
11/5/2007	FOR						Mollenhoff, good through 11/13/2007
11/5/2007	FOR						11/05/07 - 09:11 - 46803
11/5/2007	FOR						A fees and costs request has been
11/5/2007	FOR						cancelled for this loan by David
11/5/2007	FOR						Mollenhoff
11/5/2007	FOR						11/05/07 - 09:14 - 43357
11/5/2007	FOR						Fees and costs response: Good
11/5/2007	FOR						Through:11/13/2007 Fees: 1100.00
11/5/2007	FOR						Costs: 779.33 Comment:
11/5/2007	FOR						11/05/07 - 08:57 - 39118
11/5/2007	FOR						A fees and costs request has been
11/5/2007	FOR						entered for this loan by Jenna
11/5/2007	FOR						Curran, good through 11/13/2007
11/5/2007	OL		0	15	5		WDOYLM - FORECLOSURE REPAYMENT AGREEMENT
11/5/2007	NT	STOP				T:22554	lmt21 repayment plan approved \$15000 cont due back
11/5/2007	NT	STOP				T:22554	by 11/12/07. please acctpt funds and follow the

11/5/2007	NT	12 12020 mg	Doc 8068	35	Filed 02/05/15	Entered T:22554	plan on the system and send cit 840 to contact
11/5/2007	NT	STOP STOP				T:22554	Exhibit FF teller 1534.
11/5/2007	LMT						REPAY APPRV BY INV (4232) COMPLETED 11/05/07
11/5/2007	LMT						REPAY RECOMD TO INV (4231) COMPLETED 11/05/07
11/5/2007	RES		0	00	0		ON-LINE REPAYMENT SCHEDULE
11/5/2007	RPA	00					REPAY PLAN SET UP
11/5/2007	LMT						PURSUUE REPAY PLAN (4000) COMPLETED 11/05/07
11/5/2007	NT	DM				T:22815	FNMA DELQ 10/31/07 43
11/5/2007	DM					T:22554	CALLED CUST AT HOME # LEFT MESSAGE TO CALL AT
11/5/2007	DM					T:22554	DIRECT EXT. WANT TO LET HER KNOW WORKING ON LOAN
11/5/2007	DM					T:22554	MOD.
11/5/2007	DM					T:22554	ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
11/5/2007	NT	LMT				T:08829	ASGND FILE TO DAVID
11/5/2007	LMT						LMT SOLUTN PURSUED (6) COMPLETED 11/05/07
11/5/2007	LMT						COMPLETE FIN PKG REC (3) COMPLETED 11/05/07
11/5/2007	LMT						ASSESS FINANCL PKG (2) COMPLETED 11/05/07
11/5/2007	LMT						REFERRD TO LOSS MIT (1) COMPLETED 11/05/07
11/5/2007	LMT						APPROVED FOR LMT 11/05/07
11/6/2007	NT	LMT				T:14797	RCVD FILE FROM ANALYST
11/6/2007	DM					T:22554	CALLED CUST AT HOME LEFT MESSAGE TO CALL AT DIRECT
11/6/2007	DM					T:22554	EXT. NEED TO GO OVER REPAY PLAN. IF CUST CALLS
11/6/2007	DM					T:22554	BACK MAY WANT TO FAX REPAY AGREEMENT NEED BACK
11/6/2007	DM					T:22554	ASAP SALE DATE 11-13-07
11/6/2007	DM					T:22554	ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
11/9/2007	CBR		0	00	1	T:00000	FORECLOSURE STARTED
11/9/2007	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
11/12/2007	DM					T:00000	PROMISE BROKEN 11/12/07 PROMISE DT 11/12/07
11/12/2007	FOR						PRE-SALE REDEMPTION (603) COMPLETED 11/10/07
11/12/2007	RPA	00					REPAY PLAN SET UP
11/12/2007	DM					T:22554	REPAY PLAN CANCELED MANUALLY
11/12/2007	ET		0	00	0		10170 REPAYMENT PLAN CANCEL LETTER 11/12
11/13/2007	FOR						11/12/07 - 12:00 - 11757
11/13/2007	FOR						User has updated the system for the
11/13/2007	FOR						following event: Sale Scheduled
11/13/2007	FOR						For. User changed date completed
11/13/2007	FOR						from 11/13/2007 to incomplete. Reaso
11/13/2007	FOR						11/12/07 - 12:00 - 11757
11/13/2007	FOR						n: 11/13 sale cancelled due to BK
11/13/2007	FOR						filing
11/13/2007	FOR						11/12/07 - 12:00 - 11757

11/13/2007	FOR	12 12020 mg	Doc 8068	35	Filed 02/05/15	Entered 02/05/15 13:24:22	User has completed the Sale
11/13/2007	FOR						Scheduled For data form with the
11/13/2007	FOR						following entries: Sale
11/13/2007	FOR						Postponement Reason: : Bankruptcy Fi
11/13/2007	FOR						11/12/07 - 12:00 - 11757
11/13/2007	FOR						led
11/13/2007	FOR						bky filed
11/13/2007	FOR						TASK:0605-FCL-CHANGD FUPDT 12/14/07
11/14/2007	BKR						UPDATED BY INTERFACE
11/14/2007	BKR						TASK:1503-BKR-CHANGD FUPDT 03/18/08
11/14/2007	BKR						UPDATED BY INTERFACE
11/14/2007	BKR						TASK:1601-BKR-CHANGD FUPDT 12/19/07
11/14/2007	BKR						UPDATE BY INTERFACE
11/15/2007	BKR						11/15/07 - 13:12 - 00007
11/15/2007	BKR						Process opened 11/15/2007 by user
11/15/2007	BKR						Fidelity AutoProc.
11/15/2007	BKR						11/15/07 - 13:12 - 00007
11/15/2007	BKR						Process opened 11/15/2007 by user
11/15/2007	BKR						Fidelity AutoProc.
11/15/2007	DM					T:12894	NOT CALLING PER NOTES
11/15/2007	DM					T:12894	ACTION/RESULT CD CHANGED FROM LMDC TO NOTE
11/15/2007	NT	IMAGE				T:14797	SENT FILE TO IMAGING
11/15/2007	DM					T:14797	REPAY PLAN CANCELED MANUALLY
11/15/2007	ET		0	00	0		10170 REPAYMENT PLAN CANCEL LETTER 11/15
11/15/2007	LMT						FILE CLOSED (7) COMPLETED 11/15/07
11/15/2007	LMT						0000000000 TASK:0000-LMT-REJECTED OPTION 11/15/07
11/15/2007	LMT						REJECTED BY:SERVICER
11/15/2007	LMT						REJECT REASON: OTHER
11/15/2007	LMT						CUSTOMER FILED BANKRUPTCY, CLD LM, CLD REPAY
11/16/2007	FSV		0	00	1	T:00000	INSP TYPE E ORDERED; REQ CD =AUTO DELQ
11/19/2007	FOR						11/19/07 - 06:30 - 11878
11/19/2007	FOR						User has updated the system for the
11/19/2007	FOR						following event: Attorney Confirmed
11/19/2007	FOR						File on Hold, completed on
11/19/2007	FOR						11/19/2007
11/19/2007	FOR						11/18/07 - 11:59 - 39245
11/19/2007	FOR						User has updated the system for the
11/19/2007	FOR						following event: Attorney Notified
11/19/2007	FOR						to Place File on Hold, completed on
11/19/2007	FOR						11/18/2007

3/12/2010	NT	DM	Doc 8068	35	Filed 02/05/15	T:22815	date 11/12/07
3/16/2010	FSV	12 12020 mg	0	00	Pg 10 of 11	T:00000	02/05/15 13:24:22 Exhibit FF DELINQ INSP HOLD RELEASED
3/16/2010	NT	FSV				T:01392	Inspection Hold Placed 03/16/10 - Account met the
3/16/2010	NT	FSV				T:01392	criteria in the BKR CNV-resi report.
3/16/2010	NT	BKR				T:23686	b1 ci to enroll online, adv no longer active adv
3/16/2010	NT	BKR				T:23686	to re-reg, gave activation code Katie T 2365861
3/16/2010	CIT	INQ90				T:13631	015 new cit 110-b1 ci requesting a detailed pmt
3/16/2010	CIT	INQ90				T:13631	history, please mail to current m/a on
3/16/2010	CIT	INQ90				T:13631	file.jaymil/4024
3/16/2010	NT	BKR				T:13631	b1 ci to do pbp for next due pmt. adv next due for
3/16/2010	NT	BKR				T:13631	\$2535.96-4/1/10 POS PET. inq why we continue to
3/16/2010	NT	BKR				T:13631	take her to court if she is ahead on pmts. adv
3/16/2010	NT	BKR				T:13631	will send by mail a detailed pmt
3/16/2010	NT	BKR				T:13631	history.jaymil/4024
3/18/2010	FSV		0	00	1	T:00000	INSP TYPE E ORDERED; REQ CD =SCRIPT
3/18/2010	CIT	INQ20				T:01373	015 DONE 03/18/10 BY TLR 01373
3/18/2010	CIT	INQ20				T:01373	TSK TYP 110-HISTORY REQUEST
3/18/2010	CIT	INQ20				T:01373	015 closing. mailed system hist. lynnej/42924
3/18/2010	NT	INQ20				T:01373	ENHANCED HISTORY LETTER PRINTED
3/22/2010	BKR						03/22/10 - 10:42 - 77844
3/22/2010	BKR						nts: complete.
3/22/2010	BKR						03/22/10 - 10:42 - 77844
3/22/2010	BKR						System updated for the following
3/22/2010	BKR						event: User has ended the Issue
3/22/2010	BKR						associated with this loan. Issue
3/22/2010	BKR						Type: BK Non Recoverable Fees. Comme
3/22/2010	BKR						03/22/10 - 10:45 - 79848
3/22/2010	BKR						ect: Issue Request /
3/22/2010	BKR						03/22/10 - 10:45 - 79848
3/22/2010	BKR						Intercom Message: / Read: 3/22/2010
3/22/2010	BKR						10:45:19 AM / From: Hanejko, Greg /
3/22/2010	BKR						To: Padjen, Eric; / CC: /
3/22/2010	BKR						Intercom Type: General Update / Subj
3/22/2010	NT	F96				T:02185	FEE 96 - \$150.00 moved to fee 96, submitted w/o to
3/22/2010	NT	F96				T:02185	LCD. \$150.00 AOD fee 3/3/10 is not recoverable as
3/22/2010	NT	F96				T:02185	the AOD was not warranted. The AOD should never
3/22/2010	NT	F96				T:02185	have been filed. 2 payments that were listed on
3/22/2010	NT	F96				T:02185	DIS HIS in fiserv were not listed on BKR REPMT.
3/22/2010	NT	F96				T:02185	The account was not post petition delinquent at
3/22/2010	NT	F96				T:02185	the time the AOD was filed.

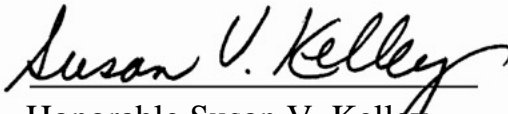
3/23/2010	FSV	12 12020 mg	0000	35	00	1	T:00000	INSP TYPE F CANCELLED; REQ CD =SCRIPT
3/23/2010	FSV		00	00	00	00	T:00000	INSP TYPE RESULTS RCVD; ORD DT=03/18/10
3/23/2010	NT	FSV					T:20110	Inspection Hold Placed 03/23/10 - Account met the
3/23/2010	NT	FSV					T:20110	criteria in the BKR CNV-resi report.
3/23/2010	NT	FSV					T:01392	Ran script CINS1097 to attempt to cancel the open
3/23/2010	NT	FSV					T:01392	inspection order due to this loan was on the CONV
3/23/2010	NT	FSV					T:01392	Inspection Hold Reports.
3/23/2010	FSV		0	0	1		T:25101	DELINQ INSP HOLD PLACED; REL DT =03/30/10
3/30/2010	NT	BKR					T:29937	b1 ci req pbp for 4/1/10 ppp iao:2535.96 +12.50
3/30/2010	NT	BKR					T:29937	fee Confirmation Number: 2010033087283342 /b1 inq
3/30/2010	NT	BKR					T:29937	why funds in holding acct//inq \$150 fee//adv funds
3/30/2010	NT	BKR					T:29937	in 2u will not post until enough to post full
3/30/2010	NT	BKR					T:29937	pmt and is commonly used when rec funds from the
3/30/2010	NT	BKR					T:29937	trustee //referd to atty abt \$150 fee
3/30/2010	NT	BKR					T:29937	//erlnl-2364099
3/30/2010	NT	FSV					T:20110	Inspection Hold Placed 03/30/10 - Account met the
3/30/2010	NT	FSV					T:20110	criteria in the BKR CNV-resi report.
3/30/2010	FSV		0	0	1		T:25101	DELINQ INSP HOLD PLACED; REL DT =04/06/10
3/31/2010	BKR							03/31/10 - 10:58 - 79848
3/31/2010	BKR							System updated for the following
3/31/2010	BKR							event: User has reprojected the
3/31/2010	BKR							step All Payments Received, AO
3/31/2010	BKR							Cured to 4/30/2010. Reason: Other. C
3/31/2010	BKR							03/31/10 - 10:58 - 79848
3/31/2010	BKR							omments: Post petition due
3/31/2010	BKR							04/01/10. . Status: Active,
3/31/2010	BKR							approval not required.
3/31/2010	BKR							NOD REQUEST (2100) UNCOMPLETED
3/31/2010	NT	STOP					T:02617	Stop code 2=1, NOD referred 03/31/10. Please
3/31/2010	NT	STOP					T:02617	contact Gray & Associates, LLP for permission to
3/31/2010	NT	STOP					T:02617	post payments. Thank you.
3/31/2010	BKR							NOD REQUEST (2100) COMPLETED 03/31/10
4/2/2010	DM						T:00000	EARLY IND: SCORE 234 MODEL EIFRC
4/6/2010	NT	FSV					T:20110	Inspection Hold Placed 04/06/10 - Account met the
4/6/2010	NT	FSV					T:20110	criteria in the BKR CNV-resi report.
4/6/2010	FSV		0	0	1		T:25101	DELINQ INSP HOLD PLACED; REL DT =04/13/10
4/7/2010	D28		0	DT	8			BILLING STATEMENT FROM REPORT R628
4/9/2010	CBR		0	00	1		T:00000	DELINQUENT: 180+ DAYS
4/9/2010	NT	DM					T:22815	FNMA Delq RC 07 AC 67 DDLPI
4/9/2010	NT	DM					T:22815	07/01/09 FNMA # 1682554930 EFF Date

Exhibit GG



THE FOLLOWING ORDER
IS APPROVED AND ENTERED
AS THE ORDER OF THIS COURT:

DATED: February 29, 2012


Honorable Susan V. Kelley
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WISCONSIN

In Re: NIKKI CHRISTINE JOHNSON

Chapter 13 Bankruptcy

Debtor

Case No. 07-29029 SVK

ORDER DISMISSING CASE - CONFIRMED PLAN

An order for relief under 11 USC Chapter 13 was entered in the case of the debtor(s) named above, a subsequent motion to dismiss the case was filed pursuant to 11 USC Sec. 1307 (c), and it was determined after notice and a hearing on the motion, or no hearing having been held in the absence of an objection or request for hearing, that the case should be dismissed for the following reason(s):

Failure to make payments as required by 11 USC §1326.

Failure to make payments necessary to provide for completion of the Plan within the maximum term of 60 months.

IT IS HEREBY ORDERED:

1. The case of the debtor(s) is hereby dismissed.
2. The Trustee is authorized to distribute funds being held in this case pursuant to the confirmed Plan as and for adequate protection for the creditors.

#####

Exhibit HH

"Certified true and correct copy of the Original
which has been transmitted for recordation."

Investor Loan # 4930

Custodian ID: A1

This document was prepared by GMAC Mortgage, LLC

After Recording Return To:

GMAC Mortgage, LLC

Attention: Loss Mitigation

3700 J Street SW

Suite 555

Cedar Rapids, IA 52404

[Space Above This Line For Recording Data]

HOME AFFORDABLE MODIFICATION AGREEMENT

Borrower ("I"): NIKKI C. JOHNSON

Lender/Servicer or Agent for Lender/Servicer ("Lender"): GMAC Mortgage, LLC

Date of first lien Security Instrument ("Mortgage") and Note ("Note"): April 25, 2002

Loan Number: 8305

Property Address ("Property"): 2045 ESQUIRE LN RACINE WI 53406-2395

If my representations in Section 1 continue to be true in all material respects, then this Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the same date as the Note, and if applicable, recorded on May 01, 2002 with Instrument Number in Book 3421 and/or Page number 043 of the real property records of RACINE County, WI. Said Security Instrument covers the real and personal property described in such Security Instrument (the "Property") located at 2045 ESQUIRE LN RACINE WI 53406-2395, which real property is more particularly described as follows. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

(Legal Description – Attached as Exhibit if Recording Agreement)

This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. **My Representations.** I certify, represent to Lender and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. I live in the Property as my principal residence, and the Property has not been condemned;
- C. There has been no change in the ownership of the Property since I signed the Loan Documents;
- D. I have provided documentation for all income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for a modification of the Loan Documents);
- E. 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; and,
- F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so; and,
- G. I have made or will make all payments required under a Trial Period Plan or Loan Workout Plan.
- H. If 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.

2. **Acknowledgements and Preconditions to Modification.** I understand and acknowledge that:

- A. TIME IS OF THE ESSENCE under this Agreement;
- B. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
- C. I understand that the Loan Documents will not be modified unless and until (i) I receive from the Lender a copy of this Agreement signed by the Lender, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.

3. **The Modification.** If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified on February 01, 2013 (the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. The Loan Documents will be modified and the first modified payment will be due on February 01, 2013.

- A. The new Maturity Date will be: January 01, 2053.
- B. The modified Principal balance of my Note will include all amounts and arrearages that will be past due as of the Modification Effective Date (including unpaid and deferred interest, fees, escrow advances and other costs, but excluding unpaid late charges, collectively, "Unpaid Amounts") less any amounts paid to the Lender but not previously credited to my Loan. The

new Principal balance of my Note will be \$103,364.96 (the "New Principal Balance"). The "New Principal Balance" may represent the sum of the "Deferred Principal Balance", (if applicable) the "Deferred Principal Reduction" (if applicable) and the "Interest Bearing Principal Balance". I understand that by agreeing to add the Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid interest that is added to the outstanding principal balance, which would not happen without this Agreement.

- C. \$13,400.00 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and I will not pay interest or make monthly payments on this amount. The new Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$89,964.96. Interest at the rate of 2.000% will begin to accrue on the Interest Bearing Principal Balance as of January 01, 2013 and the first new monthly payment on the Interest Bearing Principal will be due on February 01, 2013. My payment schedule for the modified Loan is as follows:

Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Payment Ends on
2.000%	January 01, 2013	\$272.43	\$810.75, may adjust periodically	\$1,083.18, may adjust periodically	February 01, 2013	January 01, 2018
3.000%	January 01, 2018	\$316.51	May adjust periodically	May adjust periodically	February 01, 2018	January 01, 2019
3.375%	January 01, 2019	\$333.57	May adjust periodically	May adjust periodically	February 01, 2019	January 01, 2053

*The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified Loan will be the minimum payment that will be due each month for the remaining term of the Loan. My modified Loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest to be added to the outstanding principal balance.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.

F. I agree to pay in full the Deferred Principal Balance and any other amounts still owed under the Loan Documents by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.

G. If I make a partial prepayment of Principal, the Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.

4. **Additional Agreements.** I agree to the following:

A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the property has been transferred to one spouse in the divorce decree which was recorded, the spouse who no longer has an interest in the property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); (iii) the Lender has waived this requirement in writing.

B. That this Agreement shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Lender.

C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.

D. That this Agreement constitutes notice that the Lender's waiver as to payment of Escrow Items, if any, has been revoked, and I have been advised of the amount needed to fully fund my escrow account.

E. **Funds for Escrow Items.** I will pay to the Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments the Lender requires to be escrowed. These items are called "Escrow Items." I shall promptly furnish to Lender all notices of amounts to be paid under this Section 4.D. I shall pay Lender the Funds for Escrow Items unless Lender waives my obligation to pay the Funds for any or all Escrow Items. Lenders may waive my obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, I shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. My obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender may exercise its right under the Loan Documents and this Agreement and pay such amount and I shall then be obligated to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance

with the Loan Documents, and, upon such revocation, I shall pay to Lender all Funds, and in such amounts, that are then required under this Section 4.D.

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

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

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

- F. That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- G. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- H. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, I agree as follows: If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, Lender shall not exercise this option if state or federal law, rules or regulations prohibits the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- I. That, as of the Modification Effective Date, I understand that the Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of my property permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee

of the Property will not be permitted, under any circumstance, to assume the Loan. Except as noted herein, this Agreement may not, under any circumstances, be assigned to, or assumed by, a buyer or transferee of the Property.

- J. That, as of the Modification Effective Date, if any provision in the Note or in any addendum
- J. That, as of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provisions is null and void.
- K. That, I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage Loan is in the first lien position and/or is fully enforceable upon modification and that if, under any circumstances and not withstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s), and/or subordination agreement(s), then the terms of this Agreement will not become effective on Modification Effective Date and the Agreement will be null and void.
- L. That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Agreement if an error is detected after execution of this Agreement. I understand that either a corrected Agreement or letter agreement containing the correction will be provided to me for my signature. At Lender's option, this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrective documentation, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Home Affordable Modification Program.
- M. That Lender 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. In addition, I understand and consent to the disclosures of my personal information and the terms of the trial period plan and this Agreement by Lender to (i) the U.S. Department of the Treasury, (ii) Fannie Mae and Freddie Mac in connection with their responsibilities under the Home Affordability and Stability Plan; (iii) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (iv) companies that perform support services for the Home Affordable Modification Program and the Second Lien Modification Program; and (v) any HUD certified housing counselor.
- N. That if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the Loan as modified, or is otherwise missing, I will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the Note is replaced, the Lender hereby indemnifies me against any loss associated with a demand on the Note. All documents the Lender requests of me under this section 4.N. shall be referred to as "Documents". I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such replacement.
- O. That the mortgage insurance premiums on my Loan, if applicable, may increase as a result of the capitalization which will result in a higher total monthly payment. Furthermore, the date on which I may request cancellation of mortgage insurance may change as a result of the New Principal Balance.
- P. Important Information regarding your loan modification

Initial Interest Rate and Initial Payment Amount

According to your mortgage payment calculated for long-term affordability, your modified loan will include a deferred balance requiring a balloon payment.

The amount of the initial monthly payment on your modified loan will be based on three factors:

- the interest rate reflected in the agreement;
- the current balance of the loan; and
- the remaining term/amortization period of the loan.

Your new monthly payment of principal and interest will be calculated based on a remaining Term of 480 months. Although your new payment will be sufficient enough to substantially pay down your loan balance, a balloon payment in the amount of \$13,400.00 will be due when the term of your loan expires or when you pay off the modified loan, which will be when you sell or transfer an interest in your house, refinance the loan, or when the last scheduled payment is due, and the Lender will be under no obligation to refinance your loan.

How Your Monthly Payment Can Change- Balloon Payment

You will be notified in writing at least 90 but not more than 120 days before the date the balloon payment is due. This notice will be mailed to you at the most current mailing address you supply and will contain information about the amount of the balloon payment, the date it is due and the telephone number of the Lender's representative (or loan servicer's representative) available to answer questions you may have about the notice.

THE LENDER HAS NO OBLIGATION TO REFINANCE THIS LOAN AT THE END OF ITS TERM. THEREFORE, YOU MAY BE REQUIRED TO REPAY THE LOAN OUT OF ASSETS YOU OWN OR YOU MAY HAVE TO FIND ANOTHER LENDER WILLING TO REFINANCE THE LOAN.

ASSUMING THIS LENDER OR ANOTHER LENDER REFINANCES THE LOAN AT MATURITY, YOU WILL PROBABLY BE CHARGED INTEREST AT MARKET RATES PREVAILING AT THAT TIME AND SUCH RATES MAY BE HIGHER THAN THE INTEREST RATE PAID ON THIS LOAN. YOU MAY ALSO HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW MORTGAGE LOAN.

Example of Balloon Payment

The payment amount due at loan maturity can change substantially based upon amount of the loan, interest rate, and any principal payments you choose to make before loan maturity, among other factors.

Unpaid Loan Balance at Time of Modification	\$100,000
Loan Balance That Does Not Accrue Interest (Deferred Principal)	\$25,000
Loan Balance That Does Accrue Interest	\$75,000
Interest Rate	7.7500%
Deferred Principal Balance Due at Maturity	\$25,000

In the example above, the outstanding loan balance of \$25,000 would be due and payable at maturity.

This summary is intended for reference purposes only.

EACH OF THE BORROWER AND THE "LENDER" ACKNOWLEDGE THAT NO REPRESENTATIONS, AGREEMENTS OR PROMISES WERE MADE BY THE OTHER PARTY OR ANY OF ITS REPRESENTATIVES OTHER THAN THOSE REPRESENTATIONS, AGREEMENTS OR PROMISES SPECIFICALLY CONTAINED HEREIN. THIS AGREEMENT, AND THE NOTE AND SECURITY INSTRUMENT (AS AMENDED HEREBY) SETS FORTH THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES. BORROWER ALSO ACKNOWLEDGES THE RECEIPT BY INCLUSION IN THIS AGREEMENT, OF SPECIFIC INFORMATION DISCLOSING THE FUNCTION OF A BALLOON PAYMENT.

In Witness Whereof, the Lender and I have executed this Agreement.

1-9-13

Date

Nikki C. Johnson
NIKKI C. JOHNSON

Date

Date

Date

Date

BORROWER ACKNOWLEDGMENT

State of WI

County of Racine

On this 9th day of January, 2013, before me, the undersigned, a Notary Public in and for said county and state, personally appeared NIKKI C. JOHNSON, personally known to me or identified to my satisfaction to be the person(s) who executed the within instrument, and they duly acknowledged that said instrument is their act and deed, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.



Rayann C. Peters
Notary Public
My Commission Expires: 1/1/17

GMAC Mortgage, LLC

By: _____

By: _____

Title: Authorized Officer

Date: 1-23-2013

LENDER ACKNOWLEDGMENT

State of IOWA

County of Black Hawk

On this 23 day of Jan 2013, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Donna Luster, personally known to me or identified to my satisfaction to be the person who executed the within instrument as Authorized Officer of GMAC Mortgage, LLC, said instrument is the act and deed of said entity, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.



Yesenia Carrillo
Notary Public
My Commission Expires: 4-15-2013