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**Response Deadline: February 26, 2015 at 4:00 p.m. (Prevailing Eastern Time)**

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**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

**OBJECTION OF THE RESCAP LIQUIDATING TRUST TO  
CLAIM NUMBERS 2385, 2386, 2387, 2388, AND 2389  
FILED BY DUNCAN K. ROBERTSON**



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TO THE HONORABLE MARTIN GLENN,  
UNITED STATES BANKRUPTCY JUDGE:

The ResCap Liquidating Trust (the “Liquidating Trust”), established pursuant to the terms of the confirmed Chapter 11 plan filed in the above-captioned bankruptcy cases (the “Chapter 11 Cases”) [Docket No. 6065], as successor in interest to the above-captioned debtors (collectively, the “Debtors”), hereby submits this objection (the “Objection”) seeking to disallow and expunge claim numbers 2385, 2386, 2387, 2388, and 2389 (collectively, the “Robertson Claims”), copies of which are attached hereto as **Exhibit 1-A** through **1-E**, filed by Duncan K. Robertson (“Robertson”), pursuant to section 502(b) of title 11 of the United States Code (the “Bankruptcy Code”) and Rule 3007(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”). In support of the Objection, the Liquidating Trust relies upon and incorporates by reference the Declaration of Kathy Priore, Associate Counsel for the Liquidating Trust, annexed hereto as **Exhibit 2** (the “Priore Declaration”). In further support hereof, the Liquidating Trust respectfully represents as follows:

### **I. PRELIMINARY STATEMENT**

1. The Robertson Claims assert unsecured claims in an aggregate amount of \$772,277.00 against GMAC Mortgage, LLC (“GMACM”), Executive Trustee Services, LLC (“ETS”), Residential Funding Real Estate Holdings, LLC (“RFRE Holdings”), Residential Funding Company, LLC (“RFC”), and Homecomings Financial, LLC (“Homecomings”), all of which are based on Robertson’s assertions that, after Robertson purchased property via credit bid at a trustee’s sale foreclosing on a second mortgage on such property, the Debtors improperly refused to provide Robertson with information regarding the first priority mortgage on the property serviced by the Debtors, and have thereby purportedly prevented Robertson from obtaining clear title to and gaining the beneficial use of that property. As discussed herein, the

Debtors neither owe a duty to Robertson under the first priority mortgage documents, nor does he have standing to assert claims based on actions taken by the Debtors with respect to those documents. Robertson's conclusory and unsubstantiated allegations do not provide the requisite basis for an allowed claim against the Debtors under any cognizable legal theory. Accordingly, the Robertson Claims should be disallowed and expunged with prejudice in their entirety from the Claims Register (as defined below).<sup>1</sup>

## **II. JURISDICTION, VENUE AND STATUTORY PREDICATE**

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

## **III. BACKGROUND**

### **A. Chapter 11 Case Background**

#### **(i) General Overview**

3. On July 13, 2012, the Court entered the *Final Supplemental Order Under Bankruptcy Code Sections 105(a), 362, 363, 502, 1107(a), and 1108 and Bankruptcy Rule 9019 (I) Authorizing the Debtors to Continue Implementing Loss Mitigation Programs; (II) Approving Procedures for Compromise and Settlement of Certain Claims, Litigations and Causes of Action; (III) Granting Limited Stay Relief to Permit Foreclosure and Eviction Proceedings, Borrower Bankruptcy Cases, and Title Disputes to Proceed; and (IV) Authorizing and Directing the Debtors to Pay Securitization Trustee Fees and Expenses* [Docket No. 774] (the "Supplemental Servicing Order").

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



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

5. The Plan provides for the creation and implementation of the Liquidating Trust, which, among other things, is “authorized to make distributions and other payments in accordance with the Plan and the Liquidating Trust Agreement” and is responsible for the wind-down of the affairs of the Debtors’ estates. See Plan, Art. VI.A-D; see also Confirmation Order ¶ 22. Pursuant to the Confirmation Order and the Plan, the Liquidating Trust was vested with broad authority over the post-confirmation liquidation and distribution of the Debtors’ assets. See generally, Confirmation Order ¶¶ 26, 30, 48; Plan, Art. VI.

**(ii) Claim Specific Background**

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

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

7. On August 29, 2012, this Court entered an order approving the Debtors' motion to establish procedures for filing proofs of claim in the Chapter 11 Cases [Docket No. 1309] (the "Bar Date Order").<sup>3</sup>

**B. Background Regarding the Robertson Claims**

**(i) The First Priority Loan**

8. Linda Nicholls ("Borrower") is a borrower under a residential mortgage loan (the "First Priority Loan") that was originated by Old Kent Mortgage Company d/b/a National Pacific Mortgage on or about November 1, 1999. See Priore Decl. at ¶ 6. The First Priority Loan is evidenced by a note in the amount of \$100,000.00 (the "Note"), which was secured by a Deed of Trust (the "First Priority DOT") against real property located at 12002 Fourth Avenue SW, Seattle, Washington 98146 (the "Property"). Id.; Complaint at ¶ 1.1(b) and (c). The First Priority DOT was recorded on November 5, 1999 and named N.P. Financial Corporation as the trustee. Id.

9. RFC purchased the First Priority Loan from Old Kent Mortgage Company and thereafter, the First Priority Loan was securitized and Bank One National Association ("Bank One") as Trustee was appointed as trustee for the securitization. See Priore Decl. at ¶ 7.

10. On January 20, 2000, the First Priority DOT was assigned by Old Kent Mortgage Company to Bank One, as trustee. See Priore Decl. at ¶ 8. The assignment was recorded on August 3, 2000. Id. Bank One merged into J.P. Morgan Chase ("Chase") in 2004. Id.

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<sup>3</sup> The Bar Date Order established, among other things, (a) November 9, 2012 at 5:00 p.m. (Prevailing Eastern Time) as the deadline to file proofs of claim by virtually all creditors against the Debtors (the "General Bar Date") and prescribed the form and manner for filing proofs of claim; and (b) November 30, 2012 at 5:00 p.m. (Prevailing Eastern Time) as the deadline for governmental units to file proofs of claim (the "Governmental Bar Date"). (Bar Date Order ¶¶ 2, 3). On November 7, 2012, this Court entered an order extending the General Bar Date to November 16, 2012 at 5:00 p.m. (Prevailing Eastern Time) [Docket No. 2093]. The Governmental Bar Date was not extended.

11. The Bank of New York Trust Company, N.A. (“BONY”) succeeded Chase’s interests as Trustee and owner of the First Priority Loan as of October 1, 2006, as a result of Chase exchanging its trustee business with BONY. See Priore Decl. at ¶ 9.

12. On February 17, 2007, First American Title Insurance Company was appointed as successor trustee by BONY. See Priore Decl. at ¶ 10. The notice of appointment was recorded on February 23, 2007. Id.

13. In January 2009, the beneficiary<sup>4</sup> of the First Priority DOT caused the trustee to initiate a non-judicial foreclosure as a result of Borrower’s default. See Priore Decl. at ¶ 11; Complaint at ¶¶ 5.22-5.23. The Notice of Trustee’s Sale identified an initial sale date of April 17, 2009. See Priore Decl. at ¶ 11; Complaint at ¶ 5.22. The sale date was subsequently continued until June 12, 2009. See Priore Decl. at ¶ 11; Complaint at ¶ 5.26.

14. On May 7, 2009, Borrower filed for bankruptcy, thereby staying the trustee’s sale. See Priore Decl. at ¶ 12.

15. On February 16, 2010, LSI Title Agency was appointed as successor trustee under the First Priority DOT. See Priore Decl. at ¶ 13.

16. On July 28, 2010, Chase assigned its interest in the First Priority DOT to RFRE Holdings. See Priore Decl. at ¶ 14. On or about July 13, 2012, this assignment was corrected to show Bank of New York Mellon, N.A. (formerly BONY), and not Chase, as assignor and Debtor RFC as the assignee. Id.

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<sup>4</sup> In 2009, the beneficiary of record for the First Priority DOT was still Bank One, notwithstanding the prior merger of Bank One into Chase and the subsequent transfer of Chase’s interests in the First Priority Loan to BONY. Notably, the Washington Deed of Trust Act defines beneficiary as Note holder (see Wash. Rev. Code. § 61.24.005(2) (2014)), and no assignment is necessary for the note holder to have the right to enforce the note, even if the note holder is not the beneficiary of record.

17. RFC transferred its interest in the First Priority Loan to 21st Century Mortgage Corporation (“Century”) on or about January 30, 2013. See Priore Decl. at ¶ 15. On July 9, 2013, RFC assigned the First Priority DOT to Century. Id.

18. Debtor Homecomings serviced the First Priority Loan from September 22, 2000 until servicing was transferred to Debtor GMACM on or about July 1, 2009. See Priore Decl. at ¶ 16. Thereafter, Debtor GMACM serviced the First Priority Loan until servicing was transferred to Ocwen Loan Servicing, LLC on February 16, 2013 in connection with the Debtors’ sale of their servicing platform. Id.

19. No Debtor foreclosed on the First Priority DOT prior to its transfer to Ocwen. See Priore Decl. at ¶ 17.

**(ii) The Second Priority Loan**

20. In 2006, Robertson recorded a Second Deed of Trust (the “Second Priority DOT”) against the Property to secure a second priority loan in the amount of \$82,000.00 (the “Second Priority Loan”) given by Robertson to Borrower. See Ex. B to Complaint. Robertson acknowledges that, at the time the Second Priority DOT was recorded, the Property was subject to a pre-existing security interest under the previously recorded First Priority DOT. See Complaint ¶¶ 5.2, 5.5-5.7. On October 3, 2008, Robertson became the owner of the Property when he foreclosed the Second Priority DOT and successfully credit bid for the Property at a trustee’s sale held on September 26, 2008, subject to the First Priority DOT. See Complaint at ¶ 5.4. A Trustee’s Deed for the Property was issued to Plaintiff on October 3, 2008 (the “Trustee’s Deed”), which was recorded on October 7, 2008. See Complaint at ¶ 5.2 and Ex. B thereto. Robertson never executed an assumption of the Note and First Priority DOT. See Priore Decl. at ¶ 18.

**(iii) The Robertson Litigation**

21. On June 5, 2012, Robertson filed a verified complaint (the “Complaint”) against GMACM, ETS, RFRE Holdings, RFC, and Homecomings (collectively, the “Debtor Defendants”), as well as other third party defendants, in the Superior Court of Washington, County of King (the “State Court”), Case No. 12-2-19854-2-SEA (the “Robertson Litigation”).

22. The Complaint asserted the following causes of action against the Debtor Defendants: (1) wrongful foreclosure; (2) quiet title; (3) trespass; (4) misrepresentation; (5) fraud and deception; (6) conspiracy; (7) intentional and negligent infliction of emotional distress; (8) violation of the Washington Criminal Profiteering Act; and (9) violations of the Washington Consumer Protection Act. See Complaint. The Complaint is based on Robertson’s allegations that, after obtaining ownership of the Property through foreclosure of the Second Priority DOT, he undertook efforts to ascertain, pay, and extinguish all valid subsisting liens and encumbrances recorded against the Property in order to clear title and gain the ability to make beneficial use thereof. Complaint at ¶ 5.5. Robertson further alleges that one or more of the Debtor Defendants failed to give him payoff information, initiated foreclosure proceedings against the Property, and/or improperly executed documents relating to the attempted foreclosure and/or the First Priority DOT. See id. at ¶¶ 5.8 – 5.59; 5.66-68.

23. All causes of action against the Debtor Defendants were stayed as a result of the commencement of these chapter 11 cases except Robertson’s claims for wrongful foreclosure and quiet title (the “Permitted Causes of Action”), as to which the automatic stay was modified pursuant to the Supplemental Servicing Order. See Priore Decl. at ¶ 20.

24. On November 15, 2012, the named defendants removed the Robertson Litigation to the United States District Court for the Western District of Washington (the “District Court”), No. C12-2017 MJP. See Priore Decl. at ¶ 21.

25. On or about January 30, 2013, the Debtor Defendants filed a Notice of Bankruptcy with the District Court identifying all claims except the Permitted Causes of Action as being subject to the automatic stay. See Priore Decl. at ¶ 22.

26. After servicing of the First Priority Loan was transferred to Ocwen in February 2013, Ocwen took over the defense of the claims against the Debtor Defendants in its capacity as successor servicer. See Priore Decl. at ¶ 23.

27. On June 27, 2013, the Debtor Defendants filed a motion for summary judgment as to the Permitted Causes of Action. See Priore Decl. at ¶ 24.

28. On November 14, 2013, the District Court granted the Debtor Defendants' motion for summary judgment (the "Summary Judgment Order"). See Priore Decl. at ¶ 25.

29. On August 11, 2014, Robertson filed a notice of appeal of the Summary Judgment Order, among other District Court orders, which appeal remains pending. See Priore Decl. at ¶ 26.

30. On August 20, 2014, the District Court entered a final judgment dismissing with prejudice all of Robertson's claims against the non-Debtor Defendants. See Priore Decl. at ¶ 27. [Docket Report, Dkt. No. 216.]

**C. The Robertson Claims**

31. On November 5, 2012, Robertson filed the Robertson Claims, consisting of the following:

- (a) Claim No. 2385, filed as a general unsecured claim in the amount of \$237,623.00 against GMACM (the "GMACM Claim") (see Exhibit 1-A);
- (b) Claim No. 2386, filed as a general unsecured claim in the amount of \$178,218.00 against ETS (the "ETS Claim") (see Exhibit 1-B);

- (c) Claim No. 2387, filed as a general unsecured claim in the amount of \$118,812.00 against RFRE Holdings (the “RFRE Holdings Claim”) (see Exhibit 1-C);
- (d) Claim No. 2388, filed as a general unsecured claim in the amount of \$118,812.00 against RFC (the “RFC Claim”) (see Exhibit 1-D); and
- (e) Claim No. 2389, filed as a general unsecured claim in the amount of \$118,812.00 against Homecomings (the “Homecomings Claim”) (see Exhibit 1-E).

32. In support thereof, each of the Robertson Claims attaches a copy of the Complaint and a breakdown purporting to allocate Robertson’s alleged losses among each of the Debtor Defendants.

#### **IV. RELIEF REQUESTED**

33. The Liquidating Trust hereby files this Objection pursuant to section 502(b) of the Bankruptcy Code and Bankruptcy Rule 3007, and seeks the entry of an order, substantially in the form annexed hereto as Exhibit 3, disallowing and expunging the Robertson Claims from the Claims Register because the Debtors’ books and records do not reflect any basis or liability therefor and because Robertson is precluded from asserting such claims under the doctrine of res judicata to the extent they assert liability against the Debtors relating to the Permitted Causes of Action.

#### **V. OBJECTION**

##### **A. Applicable Legal Standard**

34. A filed proof of claim is “deemed allowed, unless a party in interest . . . objects.” 11 U.S.C. § 502(a). If an objection refuting at least one of the claim’s essential allegations is asserted, the claimant has the burden to demonstrate the validity of the claim. See In re Oneida Ltd., 400 B.R. 384, 389 (Bankr. S.D.N.Y. 2009), aff’d sub nom., Peter J. Solomon Co. v. Oneida, Ltd., No. 09-cv-2229, 2010 U.S. Dist. LEXIS 6500 (S.D.N.Y. Jan. 22, 2010); In

re Rockefeller Ctr. Props., 272 B.R. 524, 539 (Bankr. S.D.N.Y. 2000), aff'd sub nom., NBC v. Rockefeller Ctr. Props. (In re Rockefeller Ctr. Props), 266 B.R. 52 (S.D.N.Y. 2001), aff'd, 46 Fed. Appx. 40 (2d Cir. 2002). Moreover, section 502(b)(1) of the Bankruptcy Code provides, in relevant part, that a claim may not be allowed to the extent that “such claim is unenforceable against the debtor and property of the debtor, under any agreement or applicable law....” 11 U.S.C. 502(b)(1). Furthermore, the burden of persuasion is on the holder of a proof of claim to establish a valid claim against a debtor. Feinberg v. Bank of N.Y. (In re Feinberg), 442 B.R. 215, 220-22 (Bankr. S.D.N.Y. 2010).

35. As explained in further detail below and in the Priore Declaration, the Liquidating Trust conducted an exhaustive examination of the Debtors’ books and records to assess the allegations made in the Robertson Claims. See Priore Decl. at ¶ 5. Based on that review, the Liquidating Trust believes that there is no merit to Robertson’s asserted claims. Id. Furthermore, to the extent the claims set forth in the Robertson Claims are based on the Permitted Causes of Action, they are barred by res judicata. Accordingly, the Liquidating Trust now files this Objection to the Robertson Claims, which addresses the merits of the allegations set forth therein.

**B. The Robertson Claims Are Partially Barred Under Res Judicata**

36. Res judicata provides that “a final judgment on the merits of an action precludes the parties or their privies from relitigating issues that were or could have been raised in that action.” Burgos v. Hopkins, 14 F.3d 787, 789 (2d Cir. 1994) (quoting Allen v. McCurry, 449 U.S. 90 (1980)).

37. A federal court asked to give res judicata effect to a state court judgment must apply the res judicata principles of the law of the state whose decision is set up as a bar to



further litigation. 28 U.S.C. § 1738. Under Washington law, as under federal common law,<sup>5</sup> res judicata bars a claim when a prior judgment has the same (1) subject matter, (2) cause of action, (3) persons and parties, and (4) the quality of the persons for or against whom the claim is made (i.e., identity of interest). Montana v. United States, 440 U.S. 147, 153 (1979); Loveridge v. Fred Meyer, Inc., 887 P.2d 898, 900 (Wash. 1995).

38. As an initial matter, the Summary Judgment Order operates as a final judgment on the merits in the Robertson Litigation, notwithstanding the pendency of an appeal. See Riblet v. Ideal Cement Co., 358 P.2d 975, 977 (1961) (under Washington state law, pendency of an appeal “does not suspend or negate the res judicata aspects of a judgment entered after trial in the superior courts”) (citations omitted). Turning to the elements for establishing the application of res judicata with respect to the Permitted Causes of Action, all four elements are satisfied. First, Robertson was the plaintiff in the Robertson Litigation and is the party asserting the Robertson Claims here; each of the Debtors against which a Robertson Claim was filed was a named defendant in the Robertson Litigation. Second, Robertson and the Debtor Defendants are each acting in the same capacity in connection with the Robertson Claims as they did with respect to the Robertson Litigation. Third and fourth, the subject matter of the Robertson Claims and the causes of action asserted in the Robertson Claims are both identical to those at issue in the Robertson Action—indeed, the primary documentation supporting the Robertson Claims is the Complaint that was filed in connection with the Robertson Litigation and subsequently

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<sup>5</sup> The preclusive effect of a judgment issued by a federal court exercising federal question jurisdiction is determined by federal preclusion law. Stoll v. Gottlieb, 305 U.S. 165 (1938). When a federal court exercises diversity of citizenship jurisdiction, however, some jurisdictions follow the rule that the preclusive effect of its judgment should be determined by the preclusion law of the state in which the court is located. The Ninth Circuit has not distinguished between the two types of federal jurisdiction in analyzing preclusion issues, but Washington state courts and federal courts define the doctrine of res judicata in essentially the same way. See Allen v. McCurry, 449 U.S. 90, 94 (1980) (under federal common law, res judicata applies where (1) there is a previous adjudication on the merits; (2) the previous action involved the party against whom res judicata is invoked or its privy; and (3) the claims involved were or could have been raised in the previous action).

dismissed with prejudice with respect to the Permitted Causes of Action. Accordingly, each of the Robertson Claims should be disallowed on grounds of res judicata to the extent they are based on the Permitted Causes of Action.

**C. The Robertson Claims Lack Merit**

39. Prior to filing this Objection, the Liquidating Trust attempted to reconcile the Robertson Claims with the information in the Debtors' books and records. See Priore Declaration at ¶ 5. Specifically, the Liquidating Trust reviewed, among other documents, the Debtors' internal servicing notes, documents related to the Robertson Litigation, and correspondence between Robertson and the Debtors. Id. Based on this review, and for the reasons set forth below, the Liquidating Trust has determined that each of the Robertson Claims is meritless.

**1. Wrongful Foreclosure**

40. Robertson seeks a declaratory judgment from this Court setting forth and decreeing "all nonjudicial foreclosure attempts . . . [with respect to the Property] have been unlawful and wrongful" and that "no Defendant or any party is entitled to hold a trustee's sale of the Property based upon the [First Priority DOT] " Complaint, ¶ 6.14. In addition to being barred by res judicata as set forth above, this claim fails for a number of additional reasons.

41. To establish a claim for declaratory relief, there must be: (1) a substantial controversy, (2) between two parties having adverse legal interests, and (3) of sufficient immediacy and reality to warrant issuance of a declaratory judgment. Evers v. Dwyer, 358 U.S. 202, 203 (1958); see also Nollette v. Christianson, 800 P.2d 359, 362 (Wash. 1990) (for a declaratory judgment, a justiciable controversy is "an actual, present and existing dispute, or the mature seeds of one, as distinguished from a possible, dormant, hypothetical, speculative or moot disagreement . . . ." (citation omitted)). Here, no trustee's sale of Robertson's property by the

Debtors took place, and servicing of the First Priority Loan has since been transferred to a third party. See Priore Dec., ¶¶ 16, 17. Accordingly, there is no present and existing dispute, much less a potential one, that could arise regarding any attempt by the Debtors to foreclose on the First Priority Loan.

42. Even if Robertson could establish a basis for declaratory relief against the Debtors, the wrongful foreclosure claim underlying such declaratory relief fails because under Washington law a wrongful foreclosure claim cannot exist where no foreclosure has occurred. See McDonald v. OneWest Bank, FSB, 929 F. Supp. 2d 1079, 1089 (W.D. Wash. 2013); Frias vs. Asset Foreclosure Servcs., Inc., 334 P.3d 529, 537 (Wash. 2014).

43. Moreover, Robertson lacks standing to attack the propriety of foreclosure-related documents to which he is not a party. Standing “requires that the plaintiff demonstrate an injury to a legally protected right.” Sprague v. Sysco Corp., 982 P.2d 1202, 1206 n. 2 (Wash. Ct. App. 1999). A plaintiff that is not a party to a contract, or a third-party beneficiary to a contract, lacks standing to challenge the contract. See, generally, Kim v. Moffett, 234 P.3d 279 (Wash. Ct. App. 2010); see Lonsdale v. Chesterfield, 573 P.2d 822, 825 (Wash. Ct. App. 1978), aff’d and rem’d, 588 P.2d 217 (Wash. 1978) (to challenge validity of a contract, plaintiff must be a party to it or a third-party beneficiary). Robertson is neither a party to the Note, nor the First Priority DOT, and he is not a third-party beneficiary of either agreement. As such, Robertson does not have standing to challenge the authority of a party to execute, or the propriety of, an assignment of the First Priority DOT or the appointment of successor trustee under the First Priority DOT. Brodie v. Northwest Tr. Servcs., Inc., No. 12-CV-0469 TOR, 2012 U.S. Dist. LEXIS 176193, at \*5-\*8 (E.D. Wash. Dec. 12, 2012). As a result, Robertson’s claims for declaratory relief regarding the alleged occurrences of attempted wrongful foreclosure also fail

due to his lack of standing and because no wrongful foreclosure claim can be brought against the Debtors with respect to the First Priority DOT as a matter of law.

## **2. Quiet Title**

44. Robertson seeks a judgment quieting title to the Property in him. See Complaint at ¶ 7.5. In addition to being barred by res judicata as set forth above, this claim fails for a number of additional reasons.

45. A quiet title action is designed to resolve competing claims of ownership to property or the right to possession of real property. Kobza v. Tripp, 18 P.3d 621, 623-24 (Wash. Ct. App. 2001). A quiet title action may only be brought against a tenant in possession or a “person claiming the title or some interest therein.” See Wash. Rev. Code § 7.28.010 (2014). In Washington, a mortgage creates only a lien and transfers no ownership interest. Kezner v. Landover Corp., 942 P.2d 1003, 1005-06 (Wash Ct. App. 1997). Likewise, a deed of trust creates only a lien on real property; it does not convey any ownership interest nor a right to possession. See Wash. Rev. Code § 7.28.230(1) (2014); Wash. v. Superior Court for King Cnty., 16 P.2d 831, 833 (Wash. 1932). The loan servicer and beneficiary of the trust deed are not proper defendants for a quiet title action. Abarquez v. OneWest Bank, FSB, No. C11-0029 RSL, 2011 U.S. Dist. LEXIS 41267, at \*12 (W.D. Wash. Apr. 15, 2011).

46. Except for the period from July 2010 to January 2013 during which RFC owned the First Priority Loan, the Debtors only acted as loan servicer or beneficiary under the First Priority DOT with respect to the First Priority Loan following Robertson’s purchase of the Property. See Priore Declaration at ¶ 14. The Debtors have never asserted any claim of ownership to Robertson’s property, nor do they claim the right to possess the Property, so no quiet title claim can be properly asserted against them. The only claim ever asserted by any of the Debtors was, perhaps, a right to a lien against the Property created via the First Priority DOT.

To the extent such a lien claim was ever asserted by one or more of the Debtors, it does not give rise to a quiet title action.

47. Additionally, to support a claim to quiet title, a plaintiff must prove that he has satisfied the obligations under the deed of trust. See Evans v. BAC Home Loans Servicing LP, No. C10-0656 RSM, 2010 U.S. Dist. LEXIS 136282, \*at 11 (W.D. Wash. Dec. 10, 2010) (“[I]t would be unreasonable to allow a borrower to bring an action to quiet title against its lender without alleging satisfaction of those loan obligations.”). Robertson has not, and cannot, allege that he has satisfied the obligations under the First Priority DOT. Moreover, Robertson lent money to Borrower, secured the loan via the Second Priority DOT, and obtained ownership of the Property by foreclosing his Second Priority DOT, all while knowing of the recorded, senior First Priority DOT. Robertson admittedly has not paid the amount secured by the First Priority DOT. Therefore, it would be improper (and inequitable) to quiet title to the Property in Robertson’s name.

### **3. Trespass**

48. Robertson asserts a claim for trespass based on allegations that in late December 2008 and again on May 24, 2010, Homecomings unlawfully took possession of the Property and caused various unspecified injuries, for which Homecomings is liable pursuant to Wash. Rev. Code § 4.24.630 (2014)<sup>6</sup> and Wash. Rev. Code § 59.12.010 (2014).<sup>7</sup> See Complaint, ¶¶ 8.2-8.5. Among other things, Robertson alleges that because Homecomings disabled the

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<sup>6</sup> Wash. Rev. Code § 4.24.630 (2014) states in relevant part that “Every person who goes onto the land of another and . . . wrongfully causes waste or injury to the land, or wrongfully injures personal property or improvements to real estate on the land, is liable to the injured party for treble the amount of the damages caused by the removal, waste, or injury. For purposes of this section, a person acts ‘wrongfully’ if the person intentionally and unreasonably commits the act or acts while knowing, or having reason to know, that he or she lacks authorization to so act.”

<sup>7</sup> Wash. Rev. Code § 59.12.010 (2014) defines “forcible entry” as used in Washington’s statutes governing landlord/tenant laws, and states in relevant part and is irrelevant to the claims at issue.

deadbolts in May 2010, a break in of the Property occurred in April 2011, resulting in theft and property damage. Robertson's trespass claims fail for several reasons.

49. First, trespass claims are subject to a three-year statute of limitations. See Wash. Rev. Code § 4.16.080(1) (2014). Therefore, his trespass claim arising in December 2008, more than three years before the Petition Date of May 14, 2012, is time-barred.

50. Second, Robertson contends, and a claim of trespass requires, that a party against whom trespass is asserted have acted "intentionally and unreasonably . . . while knowing, or having reason to know, that he or she lacks authorization to so act." See Complaint, ¶¶ 8.3. Robertson's arguments in this respect are belied by the loan documents themselves. The First Priority DOT expressly authorizes "the Lender or its agent" to "make reasonable entries upon and inspections of the Property." See First Priority DOT, ¶ 7. The First Priority DOT further provides that if Borrower fails to perform the covenants and agreements contained therein or Borrower abandons the Property, "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. . . 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, . . . ." See First Priority DOT, ¶ 9. In February 2009, the Debtors were advised that the Property was abandoned and therefore exercised their rights under the First Priority DOT to protect the value of the collateral securing the Note. See Priore Decl. at ¶ 28. Accordingly, Robertson's trespass claims also fail because Homecomings, in its capacity as servicer and agent for the lender under the loan, had the legal authority to enter and secure the Property.

51. Finally, to the extent Robertson's trespass claims arising as a result of the alleged May 2010 entry by Homecomings are not time barred, the Complaint fails to identify the exact nature of the alleged damages arising therefrom, including as a result of the April 2011 break-in, much less quantify the amount of any resulting losses. Nor does the Complaint allege that any property stolen during such break-in belonged to Robertson, or refer to any police reports or insurance claims filed by Robertson in connection with any break-in of the Property. In contrast, the Debtors' records reflect that a significant amount of property preservation activity was performed at their direction as servicer from 2008 through 2011. See Priore Declaration at ¶ 28. This activity included nearly monthly foreclosure inspections, winterization, yard maintenance, and repairing of damages. Id. In short, the Debtors' records demonstrate that Homecomings was actively maintaining the Property and conducting regular inspections to protect the value of the Property securing the First Priority DOT. Robertson has failed to allege with sufficient specificity that he suffered any losses as a result of actions by Homecomings to preserve the value of the Property, or that Homecomings owes liability to Robertson for any such losses.

#### **4. Fraud and Deception**

52. Robertson asserts a claim against Homecomings for fraud, deception and conspiracy arising out of Homecomings' purported refusal to cooperate in Robertson's efforts to pay off the First Priority Loan beginning in September 2008. See Complaint, ¶ 9.3. This claim fails for several reasons.

53. First, Robertson's assertion that he had an absolute right to pay off the First Priority Loan is incorrect. The case he cites, MGIC Fin. Corp. v. H.A. Briggs Co., 600 P.2d 573, 576 (Wash. Ct. App. 1979), provides that a junior lienor has the right to pay off the debt secured by a senior lien at a foreclosure sale of the senior lien. Id. Following his purchase of the

Property at a trustee's sale as a result of his foreclosure on the Second Priority DOT, Robertson was no longer a junior lienor, and a foreclosure sale under the First Priority DOT never took place. Accordingly, his reliance on MGIC is misplaced.

54. The First Priority DOT provides that the "Borrower" (i.e., Linda Nicholls) has the right to cure any default under the Note. First Priority DOT at ¶ 19. The First Priority DOT further provides that any "Successor in Interest of Borrower," defined as "any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or [the First Priority DOT]" (First Priority DOT at p. 3), shall obtain all of Borrower's rights and benefits under the First Priority DOT only if such party "assumes Borrower's obligations under [the First Priority DOT] in writing, and is approved by Lender." First Priority DOT at ¶ 13. Here, Robertson has not assumed the obligations under the First Priority DOT, so he had no right to cure any default or otherwise make payments under the Note.

55. Indeed, under Washington law, Robertson only had a potential right to redeem the Property by curing the default on the First Priority DOT at a trustee's sale. See Wash. Rev. Code § 61.24.090 (2014) (providing that the borrower, grantor, any guarantor, any beneficiary under a subordinate deed of trust, or any person having a subordinate lien or encumbrance of record on the trust property or any part thereof, shall be entitled to cause a discontinuance of the sale proceedings by curing the default or defaults set forth in the notice, which in the case of a default by failure to pay, shall be by making payment to the trustee); Wash. Rev. Code § 61.24.130(1) (2014) ("Nothing contained in this chapter shall prejudice the right of the borrower, grantor, any guarantor, or any person who has an interest in, lien, or claim of lien against the property or some part thereof, to restrain, on any proper legal or equitable ground, a trustee's sale."). Robertson did not cure any such default (and his offers to pay off



Borrower's obligations for an amount less than the full amounts due and owing under the Note do not properly constitute an offer to cure), nor did a trustee's sale on account of the Note ever take place. Therefore, Robertson's fraud and deception claims arise out of his mistaken belief that he has certain statutory rights, and such claims should be dismissed because the Debtors owed him no duty to accept any offer he might have made to pay the Note.

56. Robertson's contention that Homecomings was required to release the lien under the First Priority DOT upon its refusal to accept Robertson's purported January 26, 2009 offer to pay \$90,000 to discharge the First Priority Loan is similarly incorrect. See Complaint, ¶ 5.17(c). The statute to which he cites—Wash. Rev. Code § 62A.3-603 (2014)—is the Washington Uniform Commercial Code governing negotiable instruments.<sup>8</sup> That statute provides:

If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates.

57. Case law establishes that, as a general matter, a mere offer of payment is insufficient to establish tender. See, e.g., Davis v. Dillard Nat'l Bank, No. 1:02CV00546, 2003

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<sup>8</sup> Wash. Rev. Code § 62A.3-104 (2014) defines negotiable instrument to mean an unconditional promise or order to pay a fixed amount of money, with or without interest or other charges described in the promise or order, if it:

- (1) Is payable to bearer or to order at the time it is issued or first comes into possession of a holder; (2) Is payable on demand or at a definite time; and (3) Does not state any other undertaking or instruction by the person promising or ordering payment to do any act in addition to the payment of money, but the promise or order may contain (i) an undertaking or power to give, maintain, or protect collateral to secure payment, (ii) an authorization or power to the holder to confess judgment or realize on or dispose of collateral, or (iii) a waiver of the benefit of any law intended for the advantage or protection of an obligor.

For purposes of this Objection, the Liquidating Trust assumes the Note constitutes a negotiable instrument within the meaning of the statute, which is consistent with the position taken by the Debtors in connection with the Robertson Litigation.

U.S. Dist. LEXIS 9420, at \*8 (M.D.N.C. June 4, 2003); McElroy v. Chase Manhattan Mortg. Corp., 36 Cal. Rptr. 3d 176, 177 (Cal. Ct. App. 2005). See also Millay v. Cam, 955 P.2d 791, 794 (Wash. 1998) (“Where the statute provides for a tender of the redemption money to the person entitled thereto, as a general rule such a tender is a condition to the exercise of the statutory right of redemption.” (citation omitted)); Le Tastevin, Inc. v. Seattle First Nat’l Bank, 974 P.2d 896, 228 (Wash. Ct. App. 1999) (holding, in the context of an attempt to prevent seizure of property by reason of a judgment lien that a “mere *offer* to tender a sum insufficient . . . to satisfy the outstanding obligation” is not sufficient to halt the process (emphasis in original)). Tender occurs when a party actually presents funds. Dillard Nat’l Bank, 2003 U.S. Dist. LEXIS 9420, at \*8. Only after a party tenders actual payment of an obligation and that tender is refused will a debt be extinguished. Id. Furthermore, the amount offered by Robertson was insufficient to discharge the full amount of the obligation, which, as of January 9, 2009, was at least \$116,143.33. See Notice of Trustee’s Sale, annexed as Exhibit E to Priore Decl. Because Robertson merely offered to tender partial payment, the debt would not have been discharged even if Robertson had actually tendered payment. Accordingly, Robertson was not prejudiced by the failure of Homecomings/GMACM to respond to his offer.

58. Even if the factual record supported the tender requirement of actual payment, Robertson’s legal theory of relief still fails as a matter of law. Washington Revenue Code § 62A.3-603 provides for the discharge of an obligation of an indorser or accommodation party. See Wash. Rev. Code § 62A.3-603. “Indorser” is a person who makes an indorsement; it requires a signature “other than that of a signer as maker, drawer, or acceptor . . . for the purpose of (i) negotiating the instrument, (ii) restricting payment of the instrument, or (iii) incurring indorser’s liability on the instrument....” Wash. Rev. Code § 62A.3-204(a) and (b) (2014).

“Accommodation party” is an individual who “signs the instrument for the purpose of incurring liability on the instrument without being a direct beneficiary of the value given for the instrument...” Wash. Rev. Code § 62A.3-419(a) (2014). Robertson does not allege that he is an indorser or an accommodation party under the Note, and, accordingly, there is no discharge of debt under the Note or release of liens under the First Priority DOT.

59. Robertson also asserts a claim for fraud, deception and conspiracy against ETS arising out of ETS’s alleged involvement with the preparation and recording of fraudulent mortgage documents, as well as claims for fraud, deception and conspiracy against RFRE Holdings and GMACM arising out of their alleged attempts to “steal the Property from Robertson via improper nonjudicial foreclosure proceedings.” See Complaint, ¶¶ 12.4; 13.5; 14.5. These claims each fail because, as expressly held by the District Court, Robertson is not a party to the Note or the First Priority DOT and therefore lacks standing to challenge any aspect of the Debtor Defendants’ past efforts to foreclose on the Property under those instruments. See ECF 149 at 4: 18-19.

60. Further, Robertson fails entirely to allege the elements of fraud or conspiracy to commit fraud with respect to any of the Debtors, much less with the requisite specificity. Fed. R. Civ. P. 9(b); Wash. R. Civ. P. 9(b) (“In all averments of fraud or mistake, the circumstances constituting fraud or mistake shall be stated with particularity.”). “Each element of fraud must be established by ‘clear, cogent and convincing evidence.’” Stiley v. Block, 925 P.2d 194, 204 (Wash. 1996). The nine elements of fraud are: (1) representation of an existing fact; (2) materiality; (3) falsity; (4) the speaker’s knowledge of its falsity; (5) intent of the speaker that it should be acted upon by the plaintiff; (6) plaintiff’s ignorance of its falsity; (7) plaintiff’s reliance on the truth of the representation; (8) plaintiff’s right to rely upon it; and

(9) damages suffered by the plaintiff. *Id.* (citation omitted). As a matter of law, Robertson fails to state a claim for fraud against any Debtor and, accordingly, such claims should be dismissed.

### **5. Infliction of Emotional Distress (Intentional and Negligent)**

61. Robertson asserts a claim against GMACM, Homecomings, RFRE Holdings, and RFC for intentional infliction of emotional distress (“IIED”). *See* Complaint, ¶ 17.2. To assert a claim for IIED, a plaintiff must demonstrate: (1) extreme and outrageous conduct, (2) intentional or reckless infliction of emotional distress, and (3) actual result to the plaintiff of severe emotional distress. *Snyder v. Med. Serv. Corp. of E. Wash.*, 988 P.2d 1023, 1027 (Wash. Ct. App. 2001), *aff’d*, 35 P.3d 1158 (Wash. 2001). “Any claim of outrage must be predicated on behavior ‘so outrageous in character, and so extreme in degree, as to go beyond all possible bounds of decency, and to be regarded as atrocious, and utterly intolerable in a civilized community.’” *Vawter v. Quality Loan Serv. Corp. of Wash.*, 707 F. Supp. 2d 1115, 1128 (W.D. Wash. 2010) (quoting *Robel v. Roundup Corp.*, 59 P.3d 611, 619 (Wash. 2002)).

62. Washington courts have recognized that foreclosure proceedings rarely, if ever, support a claim for infliction of emotional distress because “the lender’s pursuit of foreclosure and related collection remedies may result in severe emotional distress, but rarely is the lender’s conduct sufficiently outrageous.” *See Cuddeback v. Land Home Fin. Servs.*, No. C10-1347-RSM, 2011 U.S. Dist. LEXIS 31423, at \*8-\*9 (W.D. Wash. Mar. 14, 2011) (citing 2 Michael T. Madison, *Law of Real Estate Financing* § 14:18 (Westlaw 2010)); *Wells v. Chase Home Fin., LLC*, No. C10-5001-RJB, 2010 U.S. Dist. LEXIS 127854, at \*23 (W.D. Wash. Nov. 19, 2010) (“[W]hen a lending party institutes foreclosure its conduct is not outrageous absent additional allegations of outrageous behavior such as *physical threats, emotional abuse, or other personal indignities.*”) (emphasis added); *Lyons v. U.S. Bank N.A.*, 336 P.3d 1142, 1152 (Wash. 2014) (holding that trustee’s failure to confirm proper beneficiary or suspend the trustee’s sale

upon borrower's request despite pending loan modification was not sufficiently outrageous to support a claim for outrage).

63. Here, Robertson has not alleged (nor could he) that the Debtors made physical threats, or caused him to suffer any emotional abuse or other personal indignities that would give rise to an IIED claim. As a result, Robertson's purported claims for IIED distress against the Debtors fail as a matter of law and must be dismissed.

64. Robertson also asserts claims against each of the Debtor Defendants for negligent infliction of emotional distress ("NIED"). See Complaint, ¶ 17.3. A claim for NIED requires proof of "negligence—that is, duty, breach of the standard of care, proximate cause, and damage—and [proof of] the additional requirement of objective symptomatology." Strong v. Terrell, 195 P.3d 977, 982 (Wash. Ct. App. 2008) (citation omitted). Generally speaking, a lender (or a servicer) does not owe an independent or special duty to a borrower. See, e.g., Cuddeback, 2011 U.S. Dist. LEXIS 31423, at \*11-\*12 ("[t]he general rule in Washington is that a lender is not a fiduciary of its borrower; a special relationship must develop between a lender and a borrower before a fiduciary duty exists.") (citing Miller v. U.S. Bank of Wash., N.A., 865 P.2d 536, 543 (Wash. Ct. App. 1994)). Here, Robertson is not even a borrower. In addition to being unable to demonstrate the requisite outrage necessary to support an emotional distress claim, Robertson's alleged claim for NIED also fails because the Debtors owed Robertson no special duty. Accordingly, Robertson's claims for NIED should also be dismissed.

65. Finally, both emotional distress claims are subject to a two-year statute of limitations. Wash. Rev. Code. § 4.16.080 (2014). Therefore, Robertson's IIED claims and NIED claims are time-barred to the extent they are based on or relate to events or occurrences that occurred prior to May 14, 2010 (i.e., two years before the Petition Date).

**6. Washington Criminal Profiteering Act Violations**

66. Robertson asserts a claim against each of the Debtor Defendants for violation of the Washington Criminal Profiteering Act, Wash. Rev. Code. §§ 9A.82, et seq. (2014), based on allegations that the Debtor Defendants engaged in a “pattern and practice of willful conspiratorial, deceptive, unconscionable acts” to, among other things, extract unjust fees and payments from property owners, submit unlawful credit bids at trustee sales, and resell unlawfully obtained property. See Complaint, ¶ 15.2. Washington enacted the Criminal Profiteering Act, Wash. Rev. Code. § 9A.82 (2014), or “little RICO,” to combat organized crime. Winchester v. Stein, 959 P.2d 1077, 1083 (Wash. 1998). The statute requires an injury to a person, business or property by an act of criminal profiteering, which is defined to mean the commission of specific enumerated felonies for financial gain, that is part of a pattern of such conduct (three or more acts within a five year period that are similar or interrelated to the same enterprise) and damages. See Wash. Rev. Code. §§ 9A.82.010(4), (12) (2014); 9A.82.100(1)(a) (2014).

67. Robertson alleges no basis on which the Debtor Defendants can be liable under Wash. Rev. Code. § 9A.82. He alleges neither the elements of fraud nor any of the felonies listed in the statute. Stiley v. Block, 925 P.2d 194 (Wash. 1996). Nor does he identify a criminal enterprise. Accordingly, Robertson fails to plead a claim under the Washington Criminal Profiteering Act.

68. Moreover, Wash. Rev. Code. § 9A.82.100(7) (2014) imposes a three-year statute of limitations on civil claims brought under the statute. Therefore, Robertson’s “little RICO” claims are time-barred to the extent they are based on or relate to an event or occurrence that occurred prior to May 14, 2009 (i.e., three years before the Petition Date).

## **7. Washington Consumer Protection Act Violations**

69. Robertson asserts a claim against each of the Debtor Defendants for violation of the Washington Consumer Protection Act, Wash. Rev. Code. § 19.82, et seq. (2014) (the “WCPA”) arising out of allegations that the Debtor Defendants engaged in “unfair acts and practices regarding residential real estate mortgages and marketing of properties to and from consumers....” See Complaint, ¶ 16.2. The WCPA prohibits “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce....” See Wash. Rev. Code. § 19.86.020 (2014). A private cause of action exists under the WCPA if (1) the conduct is unfair or deceptive, (2) occurs in trade or commerce, (3) affects the public interest, and (4) causes injury (5) to plaintiff’s business or property. Hangman Ridge Training Stables, Inc. v. Safeco Title Ins. Co., 719 P.2d 531, 535 (Wash. 1986).

70. Robertson asserts a claim for violations of the WCPA, but fails to allege any facts underpinning a deceptive or unfair business practice by the Debtors. Whether an act is unfair or deceptive is a question of law. Leingang v. Pierce Cnty. Med. Bureau, Inc., 930 P.2d 288, 297 (Wash. 1997). Washington courts have held that a deceptive act must have the capacity to deceive a substantial portion of the population (Sing v. John L. Scott, Inc., 948 P.2d 816, 819 (Wash. 1997)) and “misleads or misrepresents something of material importance.” Holiday Resort Cmty. Ass’n v. Echo Lake Assocs., LLC, 135 P.3d 499, 507 (Wash. Ct. App. 2006). Robertson’s WCPA claim is premised on the notion that: “[d]espite repeated requests, . . . no Defendant or any representative thereof has ever provided the October 2008 pay-off amount on the Note or produced any evidence of ownership thereof, or been willing to exhibit any valid authority for their actions.” Complaint, ¶ 16.4. Robertson also claims that the Debtor Defendants engaged in robo-signing and unfair debt collection activities. Complaint, ¶¶ 16.6, 16.7, 16.8. But the Debtors had no obligation to him (as he is a third party) nor is his claim

actionable. See Centurion Props., III, LLC v. Chi. Title Ins. Co., No. CV-12-5130-RMP, 2013 WL 3350836, at \*4, \*6-\*7 (E.D. Wash. July 3, 2013) (rejecting duty to third parties to ensure accuracy of recorded documents and dismissing tort claim as disguised slander-of-title claim). Robertson also reasserts his allegations that the Debtor Defendants engaged in fraudulent misrepresentation and intentional deception, and improperly refused his tender of payment. Complaint, ¶¶ 16.3, 16.5. However, as set forth in detail above, Robertson's fraud claims fail for lack of specificity and he has failed to allege actual tender in full satisfaction of the Note. Supra ¶¶ 58, 61.

71. Likewise, Robertson fails to show any injury to business or property, which was caused by a deceptive act. "Personal injuries, as opposed to injuries to 'business or property,' are not compensable and do not satisfy the injury requirement." Panag v. Farmers Ins. Co. of Wash., 204 P.3d 885, 899 (Wash. 2009) (citation omitted). To show causation, "plaintiff must establish that, but for the defendant's unfair or deceptive practice, the plaintiff would not have suffered an injury." Indoor Billboard/Wash., Inc. v. Integra Telecom of Wash., Inc., 170 P.3d 10, 22 (Wash. 2007). Robertson claims he took out loans in the hopes of paying off the First Priority DOT. An existing obligation—a lien on the Property—does not constitute an injury. Nor does Robertson show the supposed injury resulted from the Debtors' actions.

72. Moreover, the WCPA has a four-year statute of limitations. See Wash. Rev. Code. § 19.86.120 (2014). Robertson's Complaint was filed on or about June 5, 2012. Therefore, Robertson's WCPA claim is time-barred to the extent it is based on or relates to an event or occurrence that occurred prior to May 14, 2008 (four years before the Petition Date).



73. For the reasons set forth above, Robertson has failed to allege facts sufficient to support a claim against any Debtor for violations of the WCPA and accordingly, such claims must be dismissed.

### **8. Conspiracy**

74. Robertson also alleges that each of the Debtor Defendants conspired to commit the wrongful acts alleged in complaint. See Complaint, ¶¶ 9.3, 12.4; 13.5; 14.5. Conspiracy is not an independent claim, but requires a showing of some other wrongful act. See Wash. Rev. Code. § 38.38.644 (2014) (“Conspiracy. Any person subject to this code who conspires with any other person to commit an offense under this code shall, if one or more of the conspirators does an act to effect the object of the conspiracy, be punished as a court martial may direct.”). As set forth above, each of Robertson’s other claims against the Debtor Defendants fails as a matter of law, and each of the claims asserted by Robertson against the non-Debtor Defendants has been dismissed with prejudice. Accordingly, Robertson’s claims for conspiracy also fail and must be dismissed.

75. Based on the foregoing and as further supported by the Priore Declaration, the Liquidating Trust determined that the Debtors have no liability with respect to the Robertson Claims, and accordingly, the Liquidating Trust requests that the Robertson Claims be disallowed and expunged in their entirety.

## **VI. NOTICE**

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

## VII. CONCLUSION

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

Dated: February 5, 2015  
New York, New York

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

*Counsel for The ResCap Liquidating Trust*

**Hearing Date and Time: March 12, 2015 at 10:00 a.m. (Prevailing Eastern Time)**  
**Response Date and Time: February 26, 2015 at 4:00 p.m. (Prevailing Eastern Time)**

**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  
Erica J. Richards

*Counsel to The ResCap Liquidating Trust*

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

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

**NOTICE OF OBJECTION OF THE RESCAP LIQUIDATING  
TRUST TO CLAIM NUMBERS 2385, 2386, 2387, 2388,  
AND 2389 FILED BY DUNCAN K. ROBERTSON**

**PLEASE TAKE NOTICE** that the undersigned have filed the attached *Objection of the ResCap Liquidating Trust to Claim Numbers 2385, 2386, 2387, 2388 and 2389 Filed by Duncan K. Robertson* (the "Objection").

**PLEASE TAKE FURTHER NOTICE** that a hearing on the Objection will take place on **March 12, 2015 at 10:00 a.m. (Prevailing Eastern Time)** before the Honorable Martin Glenn, at the United States Bankruptcy Court for the Southern District of New York, Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004-1408, Room 501.

**PLEASE TAKE FURTHER NOTICE** that responses, if any, to the Objection must be made in writing, conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Notice, Case Management, and Administrative Procedures approved by the Bankruptcy Court [Docket No. 141], be filed electronically by registered users of the Bankruptcy Court's electronic case filing system, and be served, so as to be received no later than **February 26, 2015 at 4:00 p.m. (Prevailing Eastern Time)**, upon: (a) Chambers of the Honorable Martin Glenn, United States Bankruptcy Court for the Southern District of New York, Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004-1408; (b) counsel to the ResCap Liquidating Trust, Morrison & Foerster LLP, 250 West 55th Street, New York, NY 10019 (Attention: Norman S. Rosenbaum, Jordan A. Wishnew and Erica J. Richards); (c) the Office of the United States Trustee for the Southern District of New York, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, NY 10014 (Attention: Linda A. Riffkin and Brian S. Masumoto); (d) The ResCap Liquidating Trust, Quest Turnaround Advisors, 800 Westchester Avenue, Suite S-520, Rye Brook, NY 10573 (Attention: Jeffrey Brodsky); and (e) The ResCap Borrower Claims Trust, Polsinelli PC, 900 Third Avenue, 21<sup>st</sup> Floor, New York, NY 10022 (Attention: Daniel J. Flanigan); and (f) Duncan K. Robertson, 3520 SE Harold Court, Portland, OR 97202-4344.

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

Dated: February 5, 2015  
New York, New York

/s/ Norman S. Rosenbaum

Norman S. Rosenbaum

Jordan A. Wishnew

Erica J. Richards

**MORRISON & FOERSTER LLP**

250 West 55th Street

New York, New York 10019

Telephone: (212) 468-8000

Facsimile: (212) 468-7900

*Counsel to The ResCap Liquidating Trust*

**Exhibit 1**

**Robertson Claims**

**Exhibit 1-A**

**Claim No. 2385**

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

<b>UNITED STATES BANKRUPTCY COURT</b> Southern District of New York		<b>PROOF OF CLAIM</b>
Name of Debtor: <b>GMAC MORTGAGE, LLC</b>		Case Number: <b>12-12020 (MG)</b>
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.		<div style="font-size: 2em; font-weight: bold; margin-bottom: 10px;">RECEIVED</div> <div style="font-size: 1.5em; font-weight: bold; margin-bottom: 10px;">NOV 05 2012</div> <div style="font-weight: bold; margin-bottom: 10px;">KURTZMAN CARSON CONSULTANTS</div> <div style="font-weight: bold; font-size: 0.8em;">COURT USE ONLY</div> <div> <input type="checkbox"/> Check this box if this claim amends a previously filed claim.                       Court Claim Number: _____                      (If known)                 </div> <div>                     Filed on: _____                 </div>
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>Duncan K. Robertson</b>		
Name and address where notices should be sent: <b>Duncan K. Robertson</b> <b>3520 SE Harold Court</b> <b>Portland, OR 97202-4344</b>  Telephone number: (503) 775-9164      email: <b>uncadunc1@aol.com</b>		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
Name and address where payment should be sent (if different from above):   Telephone number: _____      email: _____		
<b>1. Amount of Claim as of Date Case Filed:</b> \$ <u>237,623.00</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.		
<b>2. Basis for Claim:</b> <u>Injuries/damages, see Exhibit POC-A: Verified Complaint</u> (See instruction #2)		
<b>3. Last four digits of any number by which creditor identifies debtor:</b>	<b>3a. Debtor may have scheduled account as:</b> _____ (See instruction #3a)	<b>3b. Uniform Claim Identifier (optional):</b> _____ (See instruction #3b)
<b>4. Secured Claim</b> (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		
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 _____ % <input type="checkbox"/> Fixed or <input 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: \$ _____  Basis for perfection: _____  Amount of Secured Claim:    \$ _____  Amount Unsecured:            \$ _____
<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.</b>		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).
<input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 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: \$ _____		
*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.		
<b>6. Credits.</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		



121203212110500000000017



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: **Attached: Breakout and Exhibit POC-A (Verified Complaint & Exhibits A, B and C)**

**8. Signature:** (See instruction #8)

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: **Duncan K. Robertson**

Title: \_\_\_\_\_

Company: \_\_\_\_\_

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

(Signature)

(Date)

Telephone number: \_\_\_\_\_

email: \_\_\_\_\_

*Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.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 entirely unsecured. (State the nature and value of pro documentation, and state, rate (and whether it is fixed).

**5. Amount of Claim Entitled to Priority:**

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.

**RECEIVED**

NOV 05 2012

**KURTZMAN CARSON CONSULTANTS**



Duncan Robertson  
3520 S.E. Harold Court  
Portland, OR 97202-4344  
Tel & Fax: (503)775-9164  
Uncadunc1@aol.com

Residential Capital Claims Processing Center  
c/o KCC  
2335 Alaska Avenue,  
El Segundo, California 90245

October 31, 2012

REF: *In Re RESIDENTIAL CAPITAL, LLC, et al.*  
Case No. 12-12020 (MG)  
Proofs of Claims

Dear KCC and Court:

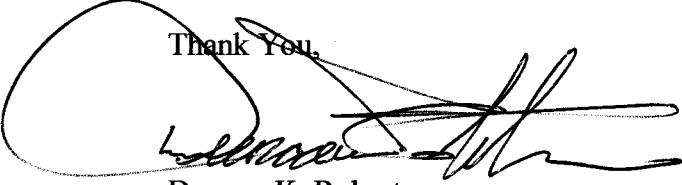
Enclosed please find the following Proofs of Claim and materials for:

- **GMAC Mortgage, LLC** and Proof of Claim Breakdown
- **Executive Trustee Services, LLC** and Proof of Claim Breakdown
- **Residential Funding Real Estate Holdings, LLC** and Proof of Claim Breakdown
- **Residential Funding Company, LLC** and Proof of Claim Breakdown
- **Homecomings Financial, LLC** and Proof of Claim Breakdown
- **EXHIBIT POC-A – Verified Complaint and Exhibits A, B & C.** This document is exhibit to each of the above proofs of claim.

If you would prefer to have a separate copy of EXHIBIT POC-A for each individual Proof of Claim please let me know. I am assuming that you scan it, and simply attach a copy of that scan to each file.

Attorney Helmut Kah has resigned as my attorney and I am proceeding pro se, which is why his address block has been X'd out on the first page of EXHIBIT POC-A. Please direct all notices to me at the above address and as provided on the Proofs of Claim.

Thank You.



Duncan K. Robertson  
Claimant  
3520 SE Harold Court  
Portland, OR 97202-4344  
Phone & Fax: (503)775-9164  
Uncadunc1@aol.com

**PROOF OF CLAIM BREAKDOWN**

**GMAC Mortgage, LLC, Debtor**  
*In Re RESIDENTIAL CAPITAL, LLC, et al.*  
(Jointly Administered)  
**United States Bankruptcy Court**  
**Southern District of New York**

**Case No. 12-12020 (MG)**  
**(Chapter 11)**  
**CREDITOR: Duncan K. Robertson**

The following breakdown of claim is based upon attached Verified Complaint, *Exhibit POC-A* (as updated for attorney fees) for claims to 05/14/2012.

Damages resulting from break-ins (trebled under RCW 4.24.630)	3,450
Loss of Property value	155,575
Loss of use of Property or proceeds therefrom \$207,787 (av. value) x .1 / 12 * 39 months) <sup>1</sup>	67,531
Cost of loan taken out to tender payment (Citi Visa)	780
Losses from forced sale of securities	50,608
Loss of use of funds from above securities losses (losses x .1/year) <sup>1</sup>	15,860
Losses from readiness to tender payment	67,248
Research, expenses under RCW 9A.82.100	25,499
Travel Expense	<u>500</u>
Tangible Economic Losses to 05/14/12:	\$319,803
Personal Injuries and intentional infliction of emotional distress <sup>2</sup> (estimated here at 2 x Tangible Economic Losses)	639,606
Attorney Fees to 05/13/2012	22,869
<b>Costs –</b>	
a. Litigation Guarantee – Fidelity Nat. Title	839
b. court costs (filing, service, jury fee – not included)	
c. Hotel etc. to attend trial (not included)	

<sup>1</sup> “Compensation award for the loss of use of the monetary value of the taking from the time of the taking until just compensation is paid.” (language from *Ethridge v. Hwang*, 105 Wn. App. 447 (Aug., 1997) (based upon a taking of land causing it to be unavailable for use).

<sup>2</sup> See *Kloepfel v. Bokor*, 149 Wn.2d 192, 194 (Apr. 2003); *Cagle v. Burns & Roe*, 106 Wn.2d 911, 726 P.2d 434 (Oct. 9, 1986)

d. Additional attorney fees for courtroom attorney (not included)  
e. Property taxes paid while defending property (not included)  
Trebble Damages allowable under RCW 9A.82.100(4)(d)  
and RCW 19.86.090 (only one included) 25,000  
Additional compensation as court may award (not included)  
Adverse tax consequences (\$1Mil at est.18% tax rate) 180,000  
TOTAL OF CLAIM (subject to adjudication) \$1,188,117

Also not included in above are property taxes paid while defending property.

Claim against GMAC MORTGAGE, LLC is 20% of the above total amount  
(See Exhibit POC-A, Page 49) **\$237,623**

A Motion for Relief From Stay is being filed in this proceeding so that these claims may be properly adjudicated in the only court qualified to do so: King County Superior Court, WA.

I certify under penalty of perjury that the above information is true and correct to the best of my knowledge, information, and reasonable belief.

Signed,



Duncan K. Robertson  
Claimant  
3520 SE Harold Court  
Portland, OR 97202-4344  
Phone & Fax: (503)775-9164  
Uncadunc1@aol.com

10/31/2012  
Date

**SUPERIOR COURT OF WASHINGTON  
COUNTY OF KING**

Duncan K. Robertson,

Plaintiff,

vs.

GMAC Mortgage, LLC; Executive  
Trustee Services, LLC; Residential  
Funding Real Estate Holdings, LLC;  
Residential Funding Company, LLC;  
Residential Funding Corporation;  
Homecomings Financial, LLC; LSI Title  
Agency, Inc.; JP Morgan Chase Bank  
N.A.; Bank One National Association;  
Bank of New York Trust Company N.A.;  
First American Title Insurance Company;  
DOES 1- 100; and all other persons or  
parties unknown claiming any right, title,  
estate, lien, or interest in the real estate  
described herein,

Defendants.

**NO. 12-2-19854-3 SEA**

**VERIFIED COMPLAINT FOR:**

- (1) QUIET TITLE;
- (2) WRONGFUL FORECLOSURE;
- (3) MISREPRESENTATION;
- (4) TRESPASS;
- (5) FRAUD & DECEPTION;
- (6) INFLICTION OF EMOTIONAL  
DISTRESS;
- (7) VIOLATION OF DUTY OF GOOD  
FAITH AND FAIR DEALING;
- (8) AGENCY LIABILITY (CONSPIRACY);
- (9) VIOLATION OF WASHINGTON  
"LITTLE RICO" STATUTES;
- (10) VIOLATIONS OF CONSUMER  
PROTECTION ACT.

**I. INTRODUCTION**

**1.1** Definitions of terms frequently used herein:

(a) The **"Property"**. Residential real property and improvements commonly known  
as 12002 4th Avenue Southwest, Seattle, Washington, 98146, Tax Parcel No. 072304-9322-

**COMPLAINT FOR QUIET TITLE, INJUNCTIVE RELIEF,  
DECLARATORY RELIEF, DAMAGES, AND OTHER RELIEF**

**Page 1 of 54**

**EXHIBIT POC-A**

XXXXXXXXXXXXXXXXXXXX  
16818 140<sup>th</sup> Avenue NE  
Woodbridge, WA 98072-9901  
Phone: 425-949-8357  
Fax: 425-949-8357  
Cell: (206) 234-7798  
XXXXXXXXXXXXXXXXXXXX  
WSBA # 18541

04. The legal description of the Property is attached as Exhibit "A" and incorporated by this reference.

(b) "**Nicholls Note**". An Adjustable Rate Note in the face amount of \$100,000 which, upon information and belief, was executed by Linda C. Nicholls ("Nicholls") as Borrower, to "Old Kent Mortgage Company, d.b.a. National Pacific Mortgage, a Michigan Corporation" ("Old Kent") as Lender, on November 1, 1999, contemporaneously with the Nicholls DOT (below). The Nicholls Note was not a "loan for purchase."

(c) "**Nicholls DOT**". A Deed of Trust<sup>1</sup> encumbering the Property, purportedly securing the Nicholls Note, and dated November 1, 1999, which names one Linda C. Nicholls ("Nicholls") as Grantor, Old Kent Mortgage Company d.b.a. National Pacific Mortgage as Lender/Beneficiary, and N.P. Financial Corporation as Trustee.

(d) All uses of the term "**Recorded**" herein indicate that the referenced document was recorded in the Official Public Records of the Recorder's Office, King County, Washington.

(e) The term "**Beneficiary**" (of a deed of trust) means: "the holder of the instrument or document evidencing the obligations secured by the deed of trust, excluding persons holding the same as security for a different obligation." (RCW 61.24.005(2))

**1.2** Upon information and belief, all actions of Defendants herein, and all assertions by Defendants, or any of them, of an interest in the Property, are related to the Nicholls Note and/or Nicholls DOT.

**1.3** Plaintiff Duncan K. Robertson ("**Robertson**") brings this action for quiet title to the Property described in ¶ 1.1(a) above, and for other relief as set forth below.

**1.4** No claim is made herein under any laws of the United States.

<sup>1</sup> Nicholls DOT: King County Recorder # 19991115001505.

1  
2  
3 **II. JURISDICTION AND VENUE**

4 **2.1** All allegations above are re-alleged as though fully set forth.

5 **2.2** The court has jurisdiction over the parties to this complaint because at all times  
6 relevant the parties were either residents of the state of Washington, were incorporated under  
7 the laws of the state of Washington, were authorized to and/or did business in the state of  
8 Washington, or were subject to Chapter 23B.18 RCW, committed or directed improper,  
9 tortious, or fraudulent acts against Plaintiff's interest in the Property, or claimed some interest  
10 (whether valid or not) in the Property which is located in the city of Seattle, King County,  
11 Washington. RCW 4.28.185; RCW 23B.18.060.

12 **2.3** The Court has jurisdiction over the subject matter of this action.

13 **2.4** Venue is properly placed in this Court because the subject matter of this action  
14 is the Property located in King County, Washington. RCW 4.12.010(1).

15 **III. PLAINTIFF**

16 **3.1** Plaintiff Duncan K. Robertson (herein "**Robertson**") is a single man residing  
17 in the city of Portland, Multnomah County, state of Oregon.

18 **IV. DEFENDANTS**

19 **4.1** All allegations above are re-alleged as though fully set forth.

20 **4.2** All Defendants named herein, except **GMAC Mortgage, LLC**, ("**GMAC**")  
21 and **Homecomings Financial, LLC**, (herein "**Homecomings**"), are referenced by name as a  
22 party to or in the recitals within one or more Recorded documents. The recorded instruments  
23 which are the apparent sources of defendants' claims regarding the subject real property are

1 indexed in Exhibit "C" attached hereto and referenced therein to the paragraph numbers  
2 below (i.e. + (a), (b), etc.).

3       **4.3** Defendant **GMAC Mortgage, LLC**, ("GMAC") is a Delaware limited  
4 liability company.

5       **4.4** Defendant **Residential Funding Real Estate Holdings, LLC<sup>2</sup>**, ("RFREH") is  
6 a Delaware limited liability company and a wholly owned subsidiary of Defendant **GMAC**.

7       **4.5** Defendant **Residential Funding Company LLC** ("RFC-LLC") is a Delaware  
8 limited liability company and a wholly owned subsidiary of Defendant **GMAC**. The  
9 company engages in the business of, among other things, acquiring residential mortgage loans  
10 and selling those loans through securitization programs.

11       **4.6** Defendant **Residential Funding Corporation** ("RFCorp") was a Delaware  
12 Corporation, although also registered as a Minnesota corporation<sup>3</sup>, and is or was a wholly  
13 owned subsidiary of Defendant **GMAC**. **RFCorp** is believed to have been merged into  
14 **RFC-LLC** and to have used the logo "GMAC-RFC", as does its successor.

15       **4.7** Defendant **Homecomings Financial, LLC**, formerly known as **Homecomings**  
16 **Financial Network, Inc.**, (herein "**Homecomings**") is a Delaware limited liability company  
17 and a wholly owned subsidiary of Defendant **GMAC**.

18       **4.8** Defendant **JP Morgan Chase Bank N.A.**, ("Chase") [see footnote 2] is a  
19 national bank with a principal place of business in Columbus, Ohio. In 2004 **Chase** became  
20 the successor by merger to **Bank One National Association** (§ 4.9 below).

21       **4.9** Defendant **Bank One National Association** ("**Bank One**") [footnote 2] is or  
22

23 <sup>2</sup> Defendant is a Nonadmitted Organization operating in Washington under Chapter 23B.18 RCW.

<sup>3</sup> Minnesota Secretary of State shows two corporations with this name, one domestic, one foreign with a Pennsylvania address. Both are listed as inactive.



1 was a Delaware corporation or bank with its principal place of business in Chicago, IL.<sup>4</sup>

2       **4.10 Defendant Bank of New York Trust Company, N.A. (“BNY”)** [see footnote  
3 2] is a nationally chartered trust company who, upon information and belief, is a wholly  
4 owned subsidiary of The Bank of New York Mellon Corporation, a Delaware corporation.

5       **4.11 Defendant First American Title Insurance Company (“First American”)** is,  
6 upon information and belief, a California corporation which was once registered as a  
7 Washington domestic corporation, and licensed as a resident Title Insurance Company of  
8 Washington (see ¶ 10.2).

9       **4.12 Defendant Executive Trustee Services, LLC (“ETS”)** is a Delaware limited  
10 liability company doing business in Washington through offices in California.<sup>5</sup> ETS is  
11 believed to be a wholly owned subsidiary of GMAC.

12       **4.13 Defendant LSI Title Agency, Inc. (“LSI”)** is an Illinois corporation claiming  
13 to be a Resident Title Insurance Agency in the state of Washington. At all relevant times  
14 herein LSI purports to be qualified to act as a trustee under Washington Deed of Trust Act  
15 (“WDTA”).

16       **4.14 Claims of Unknown Parties.** All other persons or parties unknown claiming  
17 any right, title, estate, lien, or interest in the real estate described in the complaint herein.  
18 Defendants DOES 1 – 100 are fictitious names for individuals, or entities, or affiliates or  
19 subsidiaries of one or more of the other named Defendants, whose names are unknown to

20 \_\_\_\_\_  
21 <sup>4</sup> **Bank One** was merged into **Chase** on July 1, 2004 and at that time ceased to exist as a separate  
business entity.

22 <sup>5</sup> California Secretary of State shows that Executive Trustee Services, Inc. surrendered its California  
corporate registration status in 1997. An entity named ETS Group, LLC, registered as an LLC in  
23 California on 04/07/2009 as a resident entity; Executive Trustee Services, LLC, is a dba of ETS  
Group, LLC, registered 5/4/2009 in Los Angeles County (ETS was not licensed in the state of  
California between 1997 and 05/04/2009, see e.g. ¶ 5.24, Exhibit C ¶ 4.12(a)(1 – 4)).

1 Plaintiff at this time and who may have liability for some or all of the conduct alleged herein.  
2 Defendants DOES 1 – 100 may be individuals, corporations, partnerships, limited  
3 partnerships, limited liability companies, or any other form of legal entity. On information  
4 and belief, DOES 1 – 100 are responsible and liable in some way for the claims herein. When  
5 the names of said Defendants are ascertained, this complaint shall be amended accordingly.

6 **4.15** Defendants **GMAC, RFREH, RFC-LLC, RFCorp, Homecomings, and**  
7 **ETS**, are sometimes hereinafter referred to collectively as “**GMAC Group**”.

8 **4.16** Upon information and belief, Plaintiff alleges the existence of agency  
9 relationships between Defendants during material times herein. The specific terms and  
10 conditions of any such agency relationships, representation, or employment relationship as  
11 between one or more of the Defendants, are unknown to Plaintiff.

## 12 **V. FACTUAL BACKGROUND**

13 **5.1** All allegations set forth above are re-alleged as though fully set forth herein.

14 **5.2** Plaintiff acquired fee simple title to the Property on October 3, 2008, pursuant  
15 to a Trustee’s Deed which was Recorded on October 7, 2008.<sup>6</sup> A true copy of Plaintiff’s  
16 Trustee’s Deed is attached hereto as Exhibit B and is hereby incorporated.

17 **5.3** Plaintiff has paid toward King County taxes on the Property from November  
18 2009 through the present.

19 **5.4** Immediately following his purchase of the Property at the September 26, 2008  
20 trustee’s sale (See 5.2 above), Plaintiff began to pursue the process of marketing and/or  
21

22  
23 <sup>6</sup> Trustee’s Deed issued by Ryan D. Griffin, Trustee, on October 3, 2008 and Recorded on October 7,  
2008 under # 20081007001048. Attached as Exhibit B.

1 developing of the Property, which at that time was valued at \$285,000.<sup>7</sup>

2       **5.5** Plaintiff promptly undertook to ascertain, pay, and extinguish all valid  
3 subsisting liens and encumbrances Recorded against the Property in order to clear his title and  
4 gain the ability to make beneficial use thereof.

5       **5.6** The Nicholls DOT, dated November 1, 1999, was among the Recorded  
6 purported encumbrances.

7       **5.7** Nicholls acquired her interest in the Property by way of a Personal  
8 Representative's Statutory Warranty Deed dated November 5, 1999 and Recorded on  
9 November 15, 1999 under instrument no. 19991115001504. Nicholls had no power to grant<sup>8</sup>  
10 the Nicholls DOT on November 1, 1999. RCW 64.04.010, 020.

11       **Plaintiff's futile efforts to clear the apparent Nicholls**  
12       **encumbrance through Defendant Homecomings**

13       **5.8** At various times relevant hereto, Defendant **Homecomings** has acted or  
14 claimed to act as a servicer of the Nicholls Note and DOT.

15       **5.9** On September 30, 2008 Plaintiff's counsel informed **Homecomings** by  
16 telephone that Plaintiff had purchased the Property and wished to remove the Property  
17 encumbrance represented by the Nicholls DOT, and requested the pay-off amount for the  
18 Nicholls Note that it purportedly secured.

19       **5.10** **Homecomings** refused to provide Plaintiff's counsel the requested pay-off  
20 information.

21 <sup>7</sup> Per Appraisal provided by John Bauer (Zip Realty), October, 2008.

22 <sup>8</sup> RCW 61.24.005(7). A Washington deed of trust encumbers "the person's interest in property" at the  
23 time the DOT is executed. A deed of trust conveys to trustee the power of sale, not title; "When a deed  
of trust is foreclosed, the trustee sells only such title as the grantor held at the time the deed was  
granted \* \* \*" (*Mann v. Household Finance Corp. III*, 109 Wn. App. 387, 388 (Dec. 11, 2001)).

1           **5.11** On or about October 24, 2008 Plaintiff personally communicated with  
2 **Homecomings** via telephone as follows.

- 3           (a) Plaintiff again requested the payoff amount on the Nicholls Note;  
4           (b) Plaintiff offered to bring the Nicholls loan account current  
5           pending **Homecomings'** review and determination of the payoff  
6           amount;  
7           (c) **Homecomings** confirmed that it is the servicer of the Nicholls  
8           loan account;  
9           (d) **Homecomings** stated that the Nicholls loan is not assumable;  
10          (e) Plaintiff provided **Homecomings** with his name, address, and  
11          telephone number;  
12          (f) Plaintiff affirmed that upon being informed of the payoff amount  
13          he would complete the pay-off transaction through escrow;  
14          (g) **Homecomings** agreed to provide Plaintiff a full pay-off  
15          statement within five days.

16           **5.12** In reliance upon **Homecomings'** promise to provide the payoff statement,  
17 Plaintiff began making arrangements to obtain a loan and took a \$26,000 draw on his Citi  
18 MasterCard at a cost of \$780 to gather the funds needed for the full payoff.

19           **5.13** Plaintiff's counsel arranged for Fidelity National Title Company of Bellevue,  
20 King County, Washington to act as escrow for the payoff transaction with **Homecomings**.

21           **5.14** **Homecomings** failed to provide the payoff statement (see ¶ 5.11(g) above), or  
22 any other information.

23           **5.15** **Homecomings** failed to further communicate with Plaintiff. (see ¶ 5.11).

**5.16** By January 2009 Plaintiff had arranged to clear all encumbrances Recorded  
against the Property except the Nicholls DOT.

1           **5.17** In January 2009 Plaintiff through counsel mailed the following to  
2 **Homecomings** by certified mail, received by **Homecomings** on January 31, 2009:

- 3           (a) verification of Plaintiff's ownership of the Property,  
4           (b) a chronological statement of events including Plaintiff's efforts to resolve  
5           the matter, and  
6           (c) an offer dated January 26, 2009 to pay \$90,000.00 in full satisfaction of the  
7           Nicholls Note and Deed of Trust, the transaction to be processed in escrow.

8           **5.18** Anticipating cooperation by **Homecomings**, Plaintiff cashed out \$28,887 in  
9 securities, taking a \$653 loss at that time,<sup>9</sup> in order to accumulate funds for the full payoff of  
10 the Nicholls DOT encumbrance.

11           **5.19** **Homecomings** failed to respond in any way to Plaintiff's written advisory and  
12 offer described in ¶ 5.17, above.

13           **5.20** As a direct and proximate result of **Homecomings'** failure and refusal to  
14 communicate and cooperate with Plaintiff's efforts to remove the Nicholls' DOT  
15 encumbrance from the Property, Plaintiff's plans to renovate, rent, develop, and/or market the  
16 Property were defeated, and Plaintiff sustained substantial monetary injury and damage in an  
17 amount to be proven at trial.

18           **First American and ETS pursue nonjudicial**  
19           **foreclosure proceedings against the Property**  
20           **without notice to Plaintiff:**

21           **5.21** Although Plaintiff's Trustee's Deed was Recorded on October 7, 2008,  
22 Defendants **First American** and **ETS** pursued a series of nonjudicial deed of trust foreclosure

23           <sup>9</sup> Losses shown here and in ¶ 5.54 are computed on tax basis only - cost of securities less proceeds of sale thereof. Subsequent losses of what securities would be worth today and loss of use of funds to be proven at trial.

1 proceedings against the Property in 2009 without notice to Plaintiff, contrary to and in  
2 violation of RCW 61.24.040(1)(b)(iii).

3       **5.22** On January 12, 2009, a *Notice of Trustee's Sale*<sup>10</sup> was Recorded scheduling a  
4 nonjudicial foreclosure sale of the Property on April 17, 2009.

5       **5.23** The January 12, 2009 *Notice of Trustee's Sale* (§ 5.22) was issued in the name  
6 of **First American Title Insurance Company** as the foreclosing Trustee and **Bank One** "as  
7 trustee" as Beneficiary of the Nicholls DOT (See Exhibit C § 4.9(a)(7)).

8       **5.24** Upon information and belief, the January 12, 2009 *Notice of Trustee's Sale*  
9 (§ 5.22) was drafted, prepared, Recorded, and processed by Defendant **ETS**.

10       **5.25** Upon information and belief, Plaintiff alleges that Defendant **GMAC** directed  
11 the activities of **First American** and **ETS** regarding the nonjudicial foreclosure process  
12 initiated by the January 12, 2009 *Notice of Trustee's Sale* (§ 5.22).

13       **5.26** The April 17, 2009 nonjudicial foreclosure sale of the Property was  
14 rescheduled to June 12, 2009.

15       **5.27** Plaintiff was unaware of the nonjudicial foreclosure proceedings and was not  
16 given notice of the change of the sale date from April 17 to June 12, 2009. (§ 5.26)

17       **5.28** On June 9, 2009 Plaintiff for the first time learned of the foreclosure  
18 proceedings when an individual interested in bidding at the June 12 sale contacted him and  
19 mentioned the pending foreclosure sale.

20       **5.29** Plaintiff was alarmed and distraught upon learning on June 9, 2009 that his  
21 Property was scheduled to be auctioned off at a nonjudicial foreclosure sale a mere three (3)  
22 days later.

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23 <sup>10</sup> **First American Notice of Trustee's Sale** Recorded under No. 20090112001130

1           **5.30** Plaintiff immediately contacted his counsel, who promptly and relentlessly  
2 pursued contact with the named trustee, **First American**, in efforts to stop the unlawful June  
3 12, 2009 nonjudicial foreclosure sale of the Property.

4           **5.31** Although **First American** is identified as the trustee and its address and a  
5 “Sale Line” phone number are contained in the January 12, 2009 *Notice of Trustee’s Sale*,  
6 **First American** refused any discussion of the foreclosure with Plaintiff’s counsel and  
7 redirected him to contact **ETS**.

8           **5.32** Upon information and belief, Plaintiff alleges that **First American** performed  
9 no role as trustee under the Nicholls DOT, other than renting its name, and signatures (if  
10 indeed genuine) on documents, to ETS to create an appearance of legitimacy.

11           **5.33** Upon information and belief, **First American** was trustee under the Nicholls  
12 DOT in name only and all trustee functions were abdicated to and usurped by **ETS**.

13           **5.34** On June 10, 2009 Plaintiff’s counsel:

- 14                   (a) faxed a copy of Plaintiff’s Trustee’s Deed to **ETS** showing that  
15                   Plaintiff is the fee simple owner of the Property, and  
16                   (b) informed **ETS** that Plaintiff had not been provided notice of the  
17                   non-judicial foreclosure sales scheduled for either April 17, 2009  
18                   or June 12, 2009 (footnote 10 above).

19           **5.35** **ETS** represented to Plaintiff’s counsel on June 10, 2009 that **GMAC** is the  
20 holder of the Nicholls Note.

21           **5.36** In the June 10, 2009 communications with Plaintiff’s counsel (§ 5.34 above):

- 22                   (a) **ETS** refused to cancel, discontinue, or postpone the June 12,  
23                   2009 trustee’s sale, and  
                     (b) **ETS** refused to provide Plaintiff any contact information of the

1 purported holder of the Nicholls Note, GMAC.

2 (c) These refusals were despite ETS knowledge that Plaintiff is the  
3 fee simple owner of the Property, that Plaintiff was not served  
4 with the January 12, 2009 *Notice of Trustee's Sale*, or the April  
5 17, 2009, or June 12, 2009, nonjudicial foreclosure sale dates.

6 **5.37** Fortuitously but unknown to Plaintiff at the time, the June 12, 2009 trustee's  
7 sale of the Property did not go forward because Linda Nicholls had filed a personal  
8 bankruptcy petition on May 7, 2009 which automatically stayed the sale.

9 **5.38** In June 2009 Plaintiff's counsel asked ETS to obtain from **Homecomings** and  
10 provide the pay-off amount on the Nicholls' Note as of October 2008.

11 **5.39** On June 16, 2009, apparently in response to the inquiry described in ¶ 5.38  
12 above, Plaintiff's counsel received a fax sent from an unidentified fax machine titled: "To:  
13 Linda C. Nicholls" and "Statement Sent to Name: ADDL F/C ARE \$448 G/T 06/26/09." The  
14 only address included was a P.O. Box in Waterloo, IA. The fax requested payment be sent in  
15 an amount approximately \$27,500 more than Plaintiff believes was owed on the Nicholls  
16 Note as of October, 2008.

17 **5.40** The *Notice of Trustee's Sale* Recorded January 12, 2009 (see ¶ 5.22, above),  
18 recites as follows that the beneficial interest in the Nicholls DOT had been:

19 "assigned by OLD KENT MORTGAGE COMPANY D.B.A.  
20 NATIONAL PACIFIC MORTGAGE to RFC-BANK ONE,  
21 NATIONAL ASSOCIATION, AS TRUSTEE FKA THE FIRST  
22 NATIONAL BANK OF CHICAGO, AS TRUSTEE."<sup>11</sup>

23 **5.41** Having learned through his own research that Bank One no longer existed and

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<sup>11</sup> **Bank One** wholly merged into and was succeeded by defendant **Chase** almost five years earlier  
on July 1, 2004.



1 had been succeeded by **Chase**, Plaintiff himself contacted **Chase** to obtain the pay-off  
2 amount. **Chase** instructed Plaintiff to fax his inquiries and requests to **Chase's** Escalated Lien  
3 Release Department.

4 **5.42** On June 10, 2009, as instructed, Plaintiff faxed his inquiries and requests to  
5 **Chase's** Escalated Lien Release Department together with a copy of his Trustee's Deed and  
6 the Nicholls DOT.

7 **5.43** Plaintiff's fax (§ 5.42 above) asked **Chase** for the pay-off amount on the  
8 Nicholls loan together with explanation of how the payoff figure was calculated or, in the  
9 alternative, that the Property be released from the lien of the Nicholls DOT.

10 **5.44** **Chase** copied Plaintiff with emails in which Chase stated that:

11 (a) **Chase** had "acted only in a trustee capacity" with respect to the  
12 Nicholls loan, and

13 (b) that the Defendants **RFCorp** (as a servicer), **BNY**, and **GMAC**  
14 may have some unspecified involvement with the Nicholls Note  
and/or DOT.

15 **5.45** **Chase** failed to provide Plaintiff any pay-off information and did not release  
16 the Property from the lien of the Nichols DOT.

17 **5.46** **First American** and/or **ETS** rescheduled the nonjudicial foreclosure sale of  
18 the Property, this time to July 10, 2009, and did not notify Plaintiff of the new sale date or that  
19 they were going ahead in their attempts to sell the Property.

20 **5.47** On July 7, 2009 Plaintiff fortuitously learned of the rescheduled foreclosure  
21 sale date of July 10, 2009, and notified his counsel.

22 **5.48** Plaintiff's counsel immediately phoned **ETS** and demanded that the unlawful  
23 sale scheduled for July 10 be stopped. **ETS** refused to stop the sale.

1           **5.49** Plaintiff's counsel contacted **Chase** in the early morning of Thursday, July 9,  
2 2009 protesting the rescheduled sale of Property on July 10.

3           **5.50** **Chase** advised Plaintiff's counsel to contact a James Barden ("Barden"),  
4 corporate lawyer of "GMAC RESCAP," and provided Barden's telephone number.

5           **5.51** Plaintiff's counsel contacted Barden, and Barden promised to "cancel" the  
6 Friday, July 10, 2009 trustee's sale.

7           **5.52** The nonjudicial foreclosure sale did not go forward on July 10, 2009, but the  
8 *Notice of Trustee's Sale* Recorded on January 12, 2009 was not withdrawn or discontinued.  
9 Instead, it remained a matter of record and a cloud on Plaintiff's title until *Notice of*  
10 *Discontinuance* was finally Recorded on June 17, 2010, only after much time, effort, and  
11 expense had been sustained by Plaintiff.

12           **5.53** On July 20, 2009 Plaintiff's counsel submitted to **GMAC's** counsel Barden via  
13 email a summary of the matter to date, a protest of **GMAC's** conduct, and requested:

- 14           (a) Identification of the holder of the Nicholls Note and Beneficiary  
15           of the Nicholls DOT;
- 16           (b) An explanation of the Recorded Old Kent *Assignment of Deed of*  
17           *Trust*<sup>12</sup> to Bank One "as trustee" where no Beneficiary was  
18           named. (See ¶ 6.8 below)
- 19           (c) That Barden establish his authority to resolve the matter, or -
- 20           (d) The name, address and phone number of a contact person with  
21           such authority whom Plaintiff may communicate to resolve the  
22           matter; and
- 22           (d) (by implication) The proper (October, 2008) pay-off figure on

23 <sup>12</sup> Assignment of Nicholls Deed of Trust, Old Kent to Bank One, King County Recorder  
#20000803000299.

1 the Nicholls note and Deed of Trust.

2 **5.54** Relying on Barden's asserted authority to resolve the matter, and in  
3 anticipation of finally obtaining the just pay-off amount together with identification of the  
4 person with authority to receive the payoff and remove the Nicholls DOT lien from the  
5 Property, Plaintiff cashed out \$63,796 of securities, taking a \$49,955 loss in the process. (see  
6 footnote 9 above) and arranged for Fidelity National Title to act as escrow.

7 **5.55** On August 10, 2009, Barden replied to Plaintiff's counsel (See ¶ 5.53) via  
8 email, and instead of providing a payoff figure for October, 2008, wrote, "The only provable  
9 date I think is the certified letter date," and suggested a payoff figure of \$114,880.83 as of  
10 January 26, 2009, including foreclosure, unspecified servicing costs and attorney fees accrued  
11 after Robertson's October 2008 attempts to tender pay off of the Nicholls loan.

12 **5.56** Barden failed and refused to provide a just pay-off amount and further failed to

- 13 (a) identify the holder of the Nicholls note;  
14 (b) identify the Beneficiary of the Nicholls DOT;  
15 (c) provide any explanation of the irregularities in the only purported  
16 *Assignment of Deed of Trust* (footnote 12);<sup>13</sup>  
17 (d) provide any assurance that he, whomever he represented, or any  
18 other identified person or entity, had the authority to accept the  
19 payoff in satisfaction of the Nicholls Note, cancel the Nicholls  
20 Note, deliver the cancelled Note, and execute and record or  
21 deliver to Plaintiff a full reconveyance of the Nicholls DOT.

22 **5.57** On October 7, 2009 Plaintiff's counsel sent a letter via certified mail return  
23 receipt requested to **First American** and to **ETS** in yet another effort to resolve the matter.

<sup>13</sup> to that time – subsequent purported assignment has appeared; see ¶5.66 below.

1 Neither **First American** nor **ETS** responded to that letter.

2 **LSI is appointed by RFREH as**  
3 **Successor Trustee under the Nicholls DOT:**

4 **5.58** On February 17, 2010 an instrument purportedly appointing Defendant **LSI** as  
5 Successor Trustee under the Nicholls DOT was Recorded.<sup>14</sup> This document, titled  
6 *Appointment of Successor Trustee*, is signed by a Tim Witten for Defendant **RFREH**. Tim  
7 Witten's representative capacity is not disclosed in said document.<sup>15</sup> (See also ¶ 11.13 -  
8 11.15(e).

9 **5.59** The February 17, 2010 appointment of **LSI** as Successor Trustee recites that  
10 **Residential Funding Real Estate Holdings, LLC**, is Beneficiary of the Nicholls DOT and  
11 directs that after recording it be mailed to **ETS** in Burbank California.

12 **First American records a Notice of Trustee's**  
13 **Sale under the Nicholls DOT on March 23, 2010**  
14 **after LSI has ostensibly been officially named as**  
15 **successor trustee under the Nicholls DOT:**

16 **5.60** On March 23, 2010 a *Notice of Trustee's Sale*<sup>16</sup> scheduling a nonjudicial  
17 foreclosure sale of the Property on June 25, 2010, was Recorded in the name of **First**  
18 **American**, although **First American** was no longer the trustee of record under the Nicholls  
19 DOT (see ¶ 5.57 above), with instructions that after recording it be mailed to **ETS** in  
20 Burbank, California.

21 **5.61** On June 16, 2010 Plaintiff's counsel commenced a series of emails to **First**  
22 **American**, demanding answers to the unlawful procedures herein described being done in  
23

<sup>14</sup> Appointment of LSI as Successor Trustee: King County Recorder #20100217000758

<sup>15</sup> Instrument is void on its face, including Insufficient signature, RCW 64.04.020, CA Civil Code §1189(a); Insufficient acknowledgement, CA Civil Code §1190.

<sup>16</sup> 2010 Sale Attempt (*Notice of Trustee's Sale*): King County Recorder #20100323000378.

1 their name, and noting that to date they had refused to respond in any way to questions and  
2 demands. One such email of June 17, 2010 reiterated, among other things:

3           “My letter of October 2009 asks questions, which remain  
4           unanswered. Would you please have someone who has the requested  
5           information respond to my inquiries? If you can answer, please inform  
6           me whether Executive Trustee Services issued the March 2010 notices  
7           of foreclosure and trustee's sale without authority from **First  
American Title Insurance Company**. I have the same question as to  
8           the January 2009 notices of foreclosure and trustee's sale. Who, i.e.  
9           which person, firm, or entity controls and directs **Executive Trustee  
Service's** activities?”

8           **5.62** On June 17, 2010 Plaintiff's counsel received the following response to the  
9 email sent earlier that day (see ¶ 5.61, above):

10           “Good afternoon, **First American** was authorized as record  
11           trustee by **Bank One N.A.**, the then record beneficiary, to record the  
12           Notice of Trustee's Sale on January 12, 2009 (Instrument No.  
13           20090112001130). As you may know, the scheduled sale was  
14           subsequently postponed. On February 17, 2010 (Instrument No.  
15           20100217000758), an Appointment of Successor Trustee was  
16           Recorded appointing LSI Title Agency, Inc. as successor trustee. The  
17           execution and recording of said Appointment of Successor Trustee  
18           effectively terminated **First American's** involvement on the property.  
19           Any further questions should be directed to **LSI Title Agency, Inc.** as  
20           they appear to be the record trustee. Sincerely, Luis Yeager.”<sup>17</sup>

16           **5.63** On June 17, 2010 a *Notice of Discontinuance of Trustee's Sale* was  
17 Recorded<sup>18</sup> (terminating the 04/17/2009 trustee's sale that was set by the *Notice of Trustee's*  
18 *Sale* Recorded on 01/12/2009 – See ¶¶ 5.22, 6.8(b). This document directs that after  
19 recording it be mailed to **ETS** in Burbank California.

20           **5.64** On June 17, 2010 another *Notice of Discontinuance of Trustee's Sale* was  
21

22 <sup>17</sup> At the time Mr. Yeager claims **First American** was authorized by **Bank One**, that entity had not  
23 existed for nearly five years, and was never a qualified Beneficiary of the Nicholls DOT.

<sup>18</sup> **First American** discontinuation of 2009 trustee's sale: King County Recorder #20100617000457.

1 Recorded<sup>19</sup> (terminating the 06/25/2010 trustee's sale that was set by the *Notice of Trustee's*  
2 *Sale* Recorded on 03/23/2010 – See ¶ 5.60). This instrument is signed in the name of **First**  
3 **American** as trustee although **LSI** was ostensibly appointed as successor trustee under the  
4 Nicholls DOT on February 17, 2010 (see ¶¶ 5.58 – 5.59, above). This document directs that  
5 after recording it be mailed to **ETS** in Burbank, California.

6       **5.65** On June 24, 2010 a *Notice of Discontinuance of Trustee's Sale* was Recorded<sup>20</sup>  
7 (terminating the 06/25/2010 trustee's sale that was set by the *Notice of Trustee's Sale*  
8 Recorded on 03/23/2010 which was issued by **First American**, ¶ 5.60). This instrument is  
9 signed in the name of **LSI** as trustee and directs that after recording it be mailed to **ETS** in  
10 Burbank, California.

11       **5.66** A false, fraudulent, and invalid instrument titled *Assignment of Deed of*  
12 *Trust*<sup>21</sup>, dated 7/28/2010 and Recorded 8/12/2010, apparently executed at GMAC's document  
13 facility in Fort Washington, Pennsylvania, notarized in Montgomery County, Pennsylvania,  
14 asserts that it -

15       “grants, assigns and transfers to **Residential Funding Real Estate**  
16 **Holdings, LLC** all beneficial interest under that certain Deed of Trust  
17 dated November 1, 1999, executed by Linda C. Nicholls, an Unmarried  
18 woman \* \* \* Together with the money due and to become due thereon  
19 with interest, and all rights accrued or to accrue under the instrument  
20 secured by the Deed of Trust.”

21       “Dated: 07-28-10

22       “JPMorgan Chase Bank, N.A. successor by merger with  
23       Bank One, N.A.”

24       “By: Thomas Strain

<sup>19</sup> **First American** discontinuation of 2010 trustee's sale: King County Recorder #20100617000458.

<sup>20</sup> **LSI** discontinuation of 2010 trustee's sale: King County Recorder #20100624000425.

<sup>21</sup> Assignment to **Residential Funding REH**: King County Recorder #20100812000720.

1 "Name: Thomas Strain

2 "Title: Limited Signing Officer

3 5.67 The *Assignment of Deed of Trust* described in ¶ 5.66, above, purports to have  
4 been signed by an individual named "Thomas Strain" whose capacity as signer is described as  
5 "Limited Signing Officer".

6 (a) Strain is not an employee of **JP Morgan Chase Bank, N.A.** and would  
7 need to justify his claim as an officer under the corporation's bylaws. RCW 64.04.020.

8 (b) The *Assignment of Deed of Trust* described in ¶ 5.66 contains insufficient  
9 corporate acknowledgement.<sup>22</sup>

10 (c) Thomas Strain is a known employee of GMAC<sup>23</sup>, putting GMAC on both  
11 sides of the assignment.

12 (d) Thomas Strain is a nationally notorious *robo-signer*. "Thomas Strain  
13 testified during deposition that over the previous three years, he falsely  
14 acknowledged tens of thousands of mortgage assignments."<sup>24</sup>

15 5.68 Regarding the *Assignment of Deed of Trust* described above in ¶ 5.66:

16 (a) **JP Morgan Chase Bank, N.A.**, by its own admission (¶ 5.44(a)), did not  
17 have an assignable interest in the Nicholls DOT in 2010.

18 (b) That the Assignment has no validity is also shown by the statements  
19 contained in the signature block of the *Appointment of Successor Trustee*<sup>25</sup>

21 <sup>22</sup> *PA Uniform Acknowledgement Act* §291.7(2).

22 <sup>23</sup> Thomas Strain's resume is viewable at: <http://www.linkedin.com/pub/thomas-strain/22/695/586>

23 <sup>24</sup> *Bank of New York as Trustee for the Certificate holders CWABS, Inc. et. al v. Upke et. al*, Pacer No.  
1:2009-cv-01710, at 2, U.S. District Ct. NJ (Dec. 9, 2009). See also *U.S. Bank Nat'l Assoc. v. Ibanez*,  
458 Mass. 637, 653 (Jan. 7, 2011).

24 <sup>25</sup> Appointment of **First American** as Successor Trustee: King County Recorder #20070223001307

1 dated 2/17/2007, acknowledged/notarized 02/01/2007, Recorded

2 2/23/2007, which recites that:

3 "THE BANK OF NEW YORK TRUST COMPANY, N.A. AS  
4 SUCCESSOR TO JP MORGAN CHASE BANK, N.A., AS  
5 TRUSTEE, FKA THE CHASE MANHATTAN BANK AS TRUSTEE ,  
6 BY: RESIDENTIAL FUNDING COMPANY, LLC, ITS ATTORNEY  
7 IN FACT.

8 Signed by: ELIZABETH YERANOSIAN, ASSISTANT VICE  
9 PRESIDENT

10 If BNY succeeded to the "as trustee" status (whatever that is) of Chase in  
11 2007, and that was all Chase had (§ 5.44(a)), then Chase had nothing  
12 assignable in 2010. "Nemo dat quod non habet."

13 (c) If Chase ever controlled any interest in either the Nicholls Note or DOT it  
14 was "as trustee", and yet the purported *Assignment* is made by Chase in its  
15 own name. (See also § 6.8 below).

16 **LSI issued a Notice of Trustee's Sale on December 20, 2010**  
17 **scheduling the Property for nonjudicial foreclosure**  
18 **sale on March 25, 2011.**

19 **5.69** LSI issued a *Notice of Trustee's Sale* signed 12/20/2010, notarized  
20 12/21/2010, executed in California , Recorded 12/22/2010<sup>26</sup> scheduling the Property for  
21 nonjudicial foreclosure sale on March 25, 2011. The incongruity in the dates of signing and  
22 acknowledgment is suspicious. The description of the signer's representative capacity as  
23 "Authorized Signatory" violates the express requirements of California Civil Code §1189 and  
§1190 and is fatal to the validity of the acknowledgement and evidentiary value of the  
instrument. This document directs that it be mailed to ETS in Burbank, California, after  
recording.

<sup>26</sup> LSI *Notice of Trustee's Sale* dated 12/20/2010: King County Recorder #20101222001196.



1       **5.70** Plaintiff has sustained and continues to incur loss (exceeding \$150,000) on the  
2 value of the Property, loss on his investments, lost income, lost investment and development  
3 opportunities, lost time and expense in research, attorney fees, litigation expense, travel  
4 expenses, interest, other out-of-pocket expenses, emotional and physical distress, anxiety,  
5 mental anguish and loss of enjoyment of life, all as a direct consequence of the acts and  
6 omissions of one or more of the Defendants herein acting alone or in concert with others, in  
7 an amount to be proven at trial.

8                               **VI. FIRST CAUSE OF ACTION**  
9                               **DECLARATION THAT DEFENDANTS**  
10                              **DO NOT HAVE AND DID NOT HAVE A VALID LEGAL**  
11                              **INTEREST IN THE NICHOLLS DEED OF TRUST**

12       **6.1** All allegations set forth above are re-alleged as if fully set forth herein.

13       **6.2** An actual controversy exists between Plaintiff and Defendants as to the rights,  
14 duties, and obligations of Defendants, as to Plaintiff, with respect to their conduct of  
15 nonjudicial foreclosure proceedings against the Property and against other Washington  
16 properties under the WDTA.

17       **6.3** The strict requirements applicable to nonjudicial foreclosures of Washington  
18 deeds of trust are statutorily mandated by the Washington Deed of Trust Act, RCW 61.24 et  
19 seq. ("WDTA").

20       **6.4** Title 61 RCW (Mortgages, Deeds of Trust...) references Title 62A RCW.

21       **6.5** The right to foreclose the Nicholls DOT is dependent upon there being an  
22 enforceable promissory note which the deed of trust secures.<sup>27</sup> RCW 62A.3 et seq. governs  
23 who has the right to enforce negotiable instruments and what must be proven to establish the

---

<sup>27</sup> see *Restatement (3d) of Property* (Mortgages) § 5.4 ( "[a] mortgage may be enforced only by, or in behalf of, a person who is entitled to enforce the obligation that the mortgage secures")

1 right to enforce the Nicholls Note. "Interpretation of every provision of the UCC assumes  
2 actions undertaken in good faith. RCW 62A.1-102(3)."<sup>28</sup>

3       **6.6** Foreclosure of a deed of trust as against residential real property may only be  
4 initiated by and on behalf of a qualified Beneficiary who is the *owner* of the promissory note  
5 secured by the subject deed of trust. RCW 61.24.030(7)(a); RCW 61.24.040(2).<sup>29</sup>

6       **6.7** ETS represented in June 2009 that GMAC is the "holder" of the Nicholls  
7 Note. At that same time a nonjudicial foreclosure was being conducted against the Property in  
8 the name of "**Bank One** National Association, as Trustee" as purported Beneficiary, (see ¶  
9 5.35 above). GMAC has failed and refused to disclose the basis, if any, of its claim against  
10 the Nicholls Note and/or DOT.

11       **6.8** Involvement of **Bank One**:

12       (a) A document titled "*Corporation Assignment of Mortgage*" dated 01/20/2000 and  
13 Recorded 08/03/2000 (See footnote 12) purports to assign all "interest under that  
14 certain mortgage dated twelfth (12) of November, 1999 C E" to "**Bank One**  
15 **National Association as trustee.**" Said assignment is invalid and void on the  
16 following nonexclusive grounds:

- 17       (i) The referenced "mortgage dated the twelfth (12) of November, 1999 C E"  
18 is not found in the King County Official Public Records.  
19       (ii) RCW 61.24.005(2) excludes as DOT Beneficiary any person who holds the  
20 note secured by a deed of trust as security for a different obligation (e.g. as  
21 security for Mortgage Backed Securities or Collateralized Debt  
22 Obligations).  
23       (iii) If the phrase "as trustee" is intended to appoint **Bank One** as trustee under

<sup>28</sup> *U.S. Bank Nat'l Ass'n v. Whitney*, 119 Wn. App. 339, 345 (Dec. 9, 2003)

<sup>29</sup> See also RCW 61.24.163 (8)(b)(iii).

1 the Nicholls DOT, the assignment is invalid, RCW 61.24.020;

2 (iv) The assignment instrument fails on numerous other grounds including lack  
3 of a valid acknowledgement (no notary seal)<sup>30</sup>;

4 (b) Defendant **Bank One** “as trustee” is named as Beneficiary in the *Notice of*  
5 *Trustee’s Sale* Recorded against the Property on January 12, 2009<sup>31</sup>. But **Bank**  
6 **One** could not have been the Beneficiary in 2009 because **Bank One** ceased to  
7 exist in July 2004 (see footnote 4). The 2009 *Notice of Trustee’s Sale* is  
8 fraudulent.

9 (c) Upon information and belief, sometime between November 15, 1999 and August  
10 3, 2000, **Old Kent** purportedly transferred the Nicholls Note to **RFCorp**, which in  
11 turn purportedly transferred it to “**Bank One National Association as Trustee**,”  
12 actual ownership of the Note apparently going to an unnamed investment trust,  
13 where it was collateral for, and/or was subject to, a Loan Pool, a Pooling and  
14 Servicing Agreement, a Collateralized Debt Obligation, a Mortgage-Backed  
15 Security, a Mortgage Pass-Through Certificate, a Credit Default Swap, an  
16 Investment Trust, and/or a Special Purpose Vehicle.

17 (d) The subsequent succession by merger of **Bank One** into **Chase** in 2004 (see  
18 footnote 4) would be insufficient to transfer the Nicholls note to **Chase**, “as  
19 trustee” or otherwise. (See ¶ 6.10 below: re requirements for transfer).

20 **6.9 Involvement of BNY.**

21 <sup>30</sup> RCW 64.08.020 (requires the notary to have a seal, or affixation of a certificate of the clerk of a  
22 court of record, on instruments acknowledged out of state); RCW 42.44.090(1) (notary seal impression  
23 required on certificate); Michigan provides seals to notaries for out-of state documents. Documents  
executed in Michigan purporting to convey or encumber real estate must have two (2) witnesses and  
be acknowledged by a notary public. MCLA 565.8 (statute as of January 2000 at time of signing).

<sup>31</sup> Bank One *Notice of Trustee’s Sale*: King County Recorder #20090112001130.

1 (a) The name of Defendant **Bank of New York (BNY)** appears in the following  
2 recorded documents and nowhere else:

3 (i) In the signature block of an *Appointment of Successor Trustee* dated  
4 02/17/2007, acknowledged/notarized 02/01/2007 and Recorded on  
5 02/23/2007 under no. 20070223001307 which is signed by **RFC-LLC** as  
6 **BNY's** purported Attorney-In-Fact, as follows:

7 "THE **BANK OF NEW YORK TRUST COMPANY, N.A.** AS  
8 SUCCESSOR TO JP MORGAN CHASE BANK, N.A., AS  
9 **TRUSTEE**, FKA THE CHASE MANHATTAN BANK AS TRUSTEE,  
10 BY: RESIDENTIAL FUNDING COMPANY, LLC, ITS ATTORNEY  
11 IN FACT."

12 (ii) On page 1 of a *Notice of Trustee's Sale* dated March 09, 2007 and  
13 Recorded on 03/13/2007 under no. 20070313001435 as follows:<sup>32</sup>

14 "\*\*\* the beneficial interest in which was assigned by OLD KENT  
15 MORTGAGE COMPANY D.B.A. NATIONAL PACIFIC MORTGAGE  
16 to RFC - THE **BANK OF NEW YORK TRUST COMPANY, N.A.** AS  
17 SUCCESSOR TO JP MORGAN CHASE BANK, N.A. AS **TRUSTEE**,  
18 FKA THE CHASE MANHATTAN BANK AS TRUSTEE TRUSTEE.  
19 (sic) "

20 (b) **BNY** is excluded from acting as Beneficiary under the Nicholls DOT. (see e.g.  
21 ¶ 6.8(a)) for the following reasons:

22 (i) RCW 61.24.005(2) excludes any person who holds the note as security for  
23 a different obligation from attaining the status of Beneficiary;

(ii) If the phrase "as trustee" is intended to appoint **BNY** as trustee under the  
Nicholls DOT, the assignment is invalid, RCW 61.24.020;

(c) Upon information and belief, the use of **BNY's** name as Beneficiary of the  
Nicholls DOT in the body of *Notice of Trustee's Sale* Recorded March 13, 2007 is

<sup>32</sup> Bank of NY *Notice of Trustee's Sale*: King County Recorder #20070313001435.

1 part of an ongoing pattern of deception, misdirection, fraudulent assignments,  
2 appointments and foreclosure practices by **GMAC**.

3 **6.10 RFREH** is not and never was a “holder” of the Nicholls Note. RCW 62A.3-  
4 201, 203; Nicholls Note, Pg. 1, ¶1 (“anyone who takes this note by transfer and is entitled to  
5 receive payments under this note is called the “Note Holder.” [emphasis added]).

6 **6.11 RFREH** is not and never was Beneficiary of the Nicholls DOT (See ¶ 6.10).  
7 RCW 61.24.005(2); RCW 62A.3-301.

8 **6.12** Neither **RFREH** nor any other Defendant has or has had the authority to duly  
9 issue and record an effective reconveyance of the Nicholls DOT. RCW 61.24.020; RCW  
10 64.04.010, RCW 64.04.020 (Real Estate Statute of Frauds); RCW 61.16.010, 020; RCW  
11 61.24.110; *Nicholls DOT*, § 23, Pg. 13 (reconveyance must originate with the “Lender” and  
12 must include surrendering the instruments of debt and security).

13 **6.13** All actions described herein conducted by Defendants against the Property  
14 including attempted foreclosure proceedings were wrongful, illegal, failed to materially  
15 comply with the requisites to a trustee’s sale established by RCW 61.24.030, and were  
16 conducted by entities and persons who have no cognizable legal or equitable beneficial  
17 interest in the Property, and/or who lack authority to act as a Trustee under the WDTA,  
18 RCW Chapter 61.24. RCW 65.08.070.

19 **6.14** Plaintiff is entitled to a declaratory judgment from this Court setting forth and  
20 decreeing that under Chapters 62A.3 and 61.24 RCW, and especially RCW 61.24.005(2), and  
21 RCW 65.08.070 that

22 (a) Defendants **Bank One, Chase, BNY, and RFREH**, have never held, do not hold  
23 and cannot hold Beneficiary status under the Nicholls DOT;

1 (b) Said Defendants have never held and do not hold any legal or equitable beneficial  
2 interest in the Property;

3 (c) Absent Beneficiary status and through violations of other WDTA provisions, all  
4 nonjudicial foreclosure attempts as specified herein have been unlawful and  
5 wrongful; and

6 (d) Declaring that no Defendant or any party is entitled to hold a trustee's sale of the  
7 Property based upon the Nicholls DOT.

8  
9 **VII. SECOND CAUSE OF ACTION**  
10 **QUIET TITLE**

11 7.1 All allegations set forth above are re-alleged as if fully set forth herein.

12 7.2 Plaintiff is the fee simple owner of the Property.

13 7.3 No Defendant possesses a subsisting valid legal or equitable lien,  
14 encumbrance, claim or interest in or against the Property.

15 7.4 The Defendants have asserted and continue to wrongfully assert invalid claims  
16 directly affecting, impairing, diminishing, and limiting Plaintiff's quiet possession, use,  
17 enjoyment, and alienation of the Property which he owns in fee simple.

18 7.5 If no Defendant can evidence a valid interest in the Property, pursuant to RCW  
19 Chapter 7.28 Plaintiff asks for judgment quieting title in him and removing the cloud of all  
20 said Defendants' claims from the Property.

21 **VIII. THIRD CAUSE OF ACTION**  
22 **AGAINST DEFENDANT HOMECOMINGS**  
23 **FOR TRESPASS, AND INJURY AND DAMAGE TO THE PROPERTY**

8.1 All allegations set forth above are re-alleged as if fully set forth herein.

1           **8.2**    Upon information and belief, on or about late December 2008 Defendant  
2 **Homecomings**<sup>33</sup>, through an agent, without lawful authority entered upon, took possession  
3 and injured the dwelling structure located upon the Property, committing trespass, causing  
4 direct and indirect injury and damage as defined by RCW 4.24.630 and RCW 59.12.010.  
5 RCW 7.28.230.

6           **8.3**    Upon information and belief, on or about May 24, 2010 Defendant  
7 **Homecomings** (see footnote 33) again, through an agent, without lawful authority entered  
8 upon the Property and took possession, changing the locks and disabling Plaintiff's deadbolts,  
9 thereby excluding Plaintiff from entry into the dwelling structure located on the Property and  
10 rendering the Property vulnerable to break-in.

11           **8.4**    In the absence of working deadbolts, on or about early April, 2011, the  
12 Property structure was broken into, resulting in further damage and theft of items.

13           **8.5**    As a direct result of the Defendant **Homecomings'** actions, Plaintiff has  
14 suffered damages in an amount to be proven at trial and is entitle to allowable treble damages  
15 under RCW 4.24.630. All damages under this Complaint Section are sought as against  
16 **Homecomings** (see footnote 33).

17                               **IX. FOURTH CAUSE OF ACTION**  
18                               **AGAINST DEFENDANT HOMECOMINGS:**  
19                               **FRAUD, CONSPIRACY AND DAMAGES FOR SERVICER'S REFUSAL**  
20                               **TO COOPERATE IN PLAINTIFF'S EFFORTS**  
21                               **TO PAY OFF PRIOR ENCUMBRANCE**

22           **9.1**    All allegations set forth above are re-alleged as if fully set forth herein.  
23

---

<sup>33</sup> If Discovery reveals that another party ordered and/or is liable for these acts, Plaintiff reserves the right to amend this Section.

1           **9.2** Plaintiff had a right<sup>34</sup> by virtue of his purchase of the Property at a non-judicial  
2 deed of trust foreclosure sale, under the UCC, common law, the Washington Constitution, and  
3 during such times as Defendants were attempting to foreclose the Property, under RCW  
4 61.24.090, to pay off the Nicholls note and Deed of Trust in a rightful amount to a lawful note  
5 holder/Beneficiary.

6           **9.3** Defendant **Homecomings** as purported servicer of the Nicholls Note and DOT  
7 is guilty of fraud, deception and self-dealing by refusing to cooperate with Plaintiff's good  
8 faith efforts beginning September 30, 2008 to assume and bring current the Nicholls loan and,  
9 when that offer was rejected, by refusing to accept Plaintiff's good faith tender<sup>35</sup> of full  
10 payment of the Nicholls Note and remove the lien of the Nicholls DOT from the Property.  
11 RCW 62A.3-603 (including discharge of debt when tender is refused).

12           **9.4** Upon information and belief Plaintiff alleges that the only purpose of  
13 **Homecomings'** refusal described in ¶ 9.3 was to continue generating servicer fees and  
14 income, and/or acquisition of the Property, for itself and related persons and entities including  
15 one or more of the other named Defendants.

16           **9.5** **Homecomings'** failure and refusal to provide the payoff information, and  
17 verification that the to-be-designated payee is the owner of the Nicholls Note and Beneficiary  
18 of the Nicholls DOT, or that Homecomings is legally authorized to act on their behalf,  
19 unreasonably interfered with Plaintiff's acquisition of clear title to the Property, constituted  
20 conspiracy in use of extortionate means in attempts to wrongfully collect money, and

21 \_\_\_\_\_  
22 <sup>34</sup> "In *MGIC Fin. Corp. v. H.A. Briggs Co.*, 24 Wn. App. 1, 6, 600 P.2d 573 (1979) \* \* \* [t]he court  
stated that the junior lienor had the right to (1) pay off the debt secured by the senior mortgage." *Fluke*

23 <sup>35</sup> "Tender" is a willingness to pay, accompanied by the ability and an attempt to pay." *King v. O/S*  
*Nordic Maiden*, 587 F. Supp. 46, 48 (W.D. Wash. 1984).



1 proximately obstructed Plaintiff's opportunities to market, rent, renovate and/or develop the  
2 Property in a timely manner, resulting in Plaintiff's substantial injury, loss and damage in an  
3 amount to be proven at trial. (See ¶ 18.4 below for Defendants' assigned liabilities).

4  
5 **X. FIFTH CAUSE OF ACTION**  
6 **DECEPTION, MISREPRESENTATION, FRAUD**  
7 **AGAINST DEFENDANT FIRST AMERICAN**

8 **10.1** All allegations set forth above are re-alleged as if fully set forth herein.

9 **10.2** The appointment of **First American** as successor trustee dated 02/17/2007,  
10 acknowledged/notarized 02/01/2007 and Recorded 02/23/2007, declares appointee **First**  
11 **American** is "a corporation formed under RCW 61.24, whose address is 2104 Fourth Ave.,  
12 Suite 800, Seattle, WA 98121." Upon information and belief this instrument was drafted and  
13 Recorded by ETS. The instrument is legally defective and void on its face. RCW 64.040.10,  
14 020 (including purported acknowledgement two weeks before signed); CA Civil Code  
15 §1189(a) (Insufficient acknowledgement); CA Civil Code §1190 (Signer is not identified as a  
16 "duly authorized person"). After recording, the instrument was to be mailed to ETS in  
17 Burbank, California (which did not legally exist in California at that time.).

18 **10.3** **First American** performed no function whatsoever as trustee under the  
19 Nicholls DOT, other than purportedly signing documents they obviously did not read.<sup>36</sup>  
20 Instead, **First American** entirely abdicated its role, function, and responsibilities as trustee to  
21 ETS, thereby violating its duty to Beneficiary, Borrower and Grantor, its duty to inform  
22 Plaintiff of the 2009 Sale Attempts (See ¶'s 5.21 – 5.48), and to act as fiduciary, in good faith

23  
<sup>36</sup> Examples: ¶5.62 and ¶6.8(b) above.

1 and/or impartially as to interested parties. RCW 61.24.010(4) (*fiduciary* duty and impartiality  
2 required at time of 2009 sales attempts; duty of good faith in 2010 sale attempt).

3       **10.4** By its own admission, **First American** has never been aware of who owns the  
4 debt secured by the Nicholls DOT, or by what authority it was appointed as trustee (See ¶'s  
5 5.60 - 5.62 above). RCW 61.24.030(7)(a),(b) (trustee's responsibility to obtain proof that  
6 Beneficiary is owner of Nicholls Note; and when duty of good faith has been violated:  
7 requirement of evidentiary proof).

8       **10.5** ETS, to whom **First American** abdicated, operates entirely out of California  
9 (see footnote 5) and has no physical presence or telephone in Washington. If a deed of trust  
10 trustee is to abdicate duties to an agent, the agent must be able to carry out the requirements of  
11 the trustee. (See ¶ 5.21, 10.4 above). RCW 61.24 et seq., including duty of good faith.  
12 Agency Responsibility. RCW 9A.08.030(2).

13       **10.6** All acts and omissions in the nonjudicial foreclosure proceedings against the  
14 Property by **First American** in complicity with ETS, including but not limited to the Notices  
15 of Trustee's Sale Recorded on January 12, 2009, and on March 23, 2010, were wrongful as to  
16 Plaintiff, and injured and damaged Plaintiff in an amount to be proven at trial. (See ¶ 18.4  
17 below for Defendants' assigned liabilities).

18                               **XI. SIXTH CAUSE OF ACTION**  
19                               **DECEPTION, MISREPRESENTATION, FRAUD**  
20                               **AGAINST DEFENDANT LSI TITLE AGENCY, INC.**

21       **11.1** All allegations set forth above are re-alleged as if fully set forth herein.

22       **11.2** LSI was not and is not qualified or authorized to act as a trustee under Deeds  
23 of Trust in the State of Washington under any provision of the WDTA.

**11.3** LSI is a "shell corporation", existing in name only, and claiming to be "a

1 wholly owned indirect subsidiary of Lenders Processing Services, Inc.”<sup>37</sup> (“LPS”).

2       **11.4** Upon information and belief, LSI is a straw-man name offered for rent by LPS  
3 for use by loan servicers and document mills in order to circumvent the WDTA’s statutory  
4 prerequisites and procedures in the nonjudicial foreclosure process and to subvert the  
5 Grantor/borrower’s ability to effectively assert their defenses.

6       **11.5** LSI, and the Defendants who have used its straw-man name, have committed  
7 so many fraudulent and unlawful acts in falsely presenting LSI as a legitimate trustee of deeds  
8 of trust, that space prohibits listing them all here. Following are some examples whereby LSI  
9 has committed fraud upon Plaintiff, other homeowners, the State of Washington<sup>38</sup>, the State  
10 of California (see below), the State of Nevada<sup>39</sup>, the State of Arizona<sup>40</sup> and fraud upon the  
11 Court.<sup>41</sup>

12           (a) LSI Title Agency, Inc. is not registered with the California Secretary of State  
13 or licensed to do business in California.

14           (b) LSI Title Agency, Inc., although selling title insurance out of California, is not  
15 licensed with the California Insurance Commission.

16 <sup>37</sup> Rule 7.1 Corporate Disclosure Statement For LSI Title Agency, Inc., dated 02/07/11, *Linda S. Green v.*  
*Greenpoint Mortgage Funding, Inc., et al*, No. 11-05105, U.S. Dist. Court, Tacoma.

17 <sup>38</sup> Fraudulent filings with OIC to obtain Title Insurance Agency status. Filings with Cnty. Recorders.

18 <sup>39</sup> Upon information and belief, all signing of documents for LSI is done by employees of Lenders  
19 Processing Services, two of which are currently under indictment in Nevada for felony robo-signing;  
the Nevada AG filed suit on 12/15/2011 against LPS for “pattern and practice of falsifying, forging  
and/or fraudulently executing foreclosure related documents.” *State of Nevada v. Lender Processing*  
20 *Services, Inc., et. al*, Case No. A-11-653289-B, Dept. No. XI, U.S. Dist. Court, Clark Cnty., Nevada.

21 <sup>40</sup> e.g. September 1, 2011 LSI, in submitting its Escrow Rates to the Arizona Department of Financial  
Institutions, listed its address as **5 Peters Canyon Rd. Ste 200, Irvine, CA 92606** [This is the address  
22 of LPS], where it does not legally exist.

23 <sup>41</sup> See March 11, 2009 Declaration (under penalty of perjury) of Gary Finnell, *Gildea v. LSI Title*  
*Agency, Inc., et al*, Case # 10-2-43592-1SEA, King Cnty. Sup. Ct., containing multiple  
misrepresentations of fact.

- 1
- 2 (c) LSI Title Agency, Inc. is not registered as a dba in Orange County, CA (they
- 3 have claimed at least two addresses in that county, including that currently
- 4 claimed, see footnote 40).
- 5 (d) LSI Title Agency, Inc. is not registered with the Washington Employment
- 6 Security Department, and hence has no legal employees. Having no legal
- 7 presence whatever in California it is reasonable to assume that LSI Title
- 8 Agency, Inc. has no California employees either, and pays no taxes there.
- 9 (e) To be licensed as a Title Insurance Agency in Washington, it is required that
- 10 an applicant "Maintains a lawfully established place of business in its home
- 11 state and holds a corresponding license issued by the state of its principal place
- 12 of business[.]" RCW 48.17.173(3)(b). In their initial application to the Office
- 13 of the Insurance Commissioner ("OIC")<sup>42</sup>, LSI represented itself as being a
- 14 licensed title insurance agent in the State of Illinois.
- 15 (i) Illinois does not license title insurance agents.
- 16 (ii) On December 5, 2008 LSI emailed the OIC to change its principal
- 17 place of business from Santa Ana, CA (where they did not legally exist
- 18 and were not licensed to sell title insurance – see above) to an address
- 19 in Illinois that is in fact the Chicago address of CT Corporation.
- 20 (f) On December 11, 2010 LSI applied to the OIC for, and was granted, "Resident
- 21 Title Insurance Agency" status in Washington. LSI has no physical presence
- 22 in this state. RCW 40.16.030 (offering false instruments for filing or record).
- 23 (g) LSI Title Agency, Inc. has also filed false documents with other states
- fraudulently proclaiming its status. (See footnote 40 above).

11.6 On February 11, 2011 Plaintiff filed a complaint<sup>43</sup> with the OIC against **LSI Title Agency, Inc.** charging both abuse of insurance licensing statutes and violations of RCW 61.24 et seq. A copy of the complaint was forwarded to the Office of The Attorney General ("OAG").

<sup>42</sup> All references herein to materials submitted by LSI to the OIC are contained in Certified OIC Records, file #3914 *robertson.BATES 1-90\_REDACTED.pdf*.

<sup>43</sup> OIC Case Number 1048121

1           **11.7** On April 6, 2011 Attorney General Rob McKenna published and sent to  
2 companies acting as deed of trust trustees in Washington a letter<sup>44</sup> stating, “[N]on-judicial  
3 foreclosure sales may not occur unless the foreclosing trustee has a bona fide physical  
4 location in Washington with a phone line.”

5           **11.8** LSI ignored the warning of the Attorney General (§ 11.7 above ) and despite  
6 having no Washington presence continued foreclosures through November of 2011.

7           **11.9** On May 20, 2011 the OIC wrote Plaintiff in response to his complaint (see §  
8 11.6), “It appears **LSI Title Agency, Inc.** did violate one or more provisions of Washington’s  
9 Insurance Code. As such, this matter will be reviewed by an OIC attorney in the Legal  
10 Affairs Division for possible disciplinary action.”

11           **11.10** The OIC announced in a January 5, 2012 Press Release<sup>45</sup> that LSI was fined  
12 “for failing to maintain a place of business accessible to the public in Washington.”

13           **11.11** Since May 6, 2011 (30 days following the AG’s *Trustee Letter #2*), LSI has  
14 filed at least 942 documents with the King County Recorder including appointments as  
15 Successor Trustee<sup>46</sup>, many listing a California address (see footnote 40) where LSI is not a  
16 registered business nor a legal trustee under the WDTA. LSI also has filed name variations,  
17 including “LSI Title Company”<sup>47</sup> appearing in 32 instruments in King County Records; that  
18 entity is not registered to do business in Washington or with the OIC. All filings with King  
19 County in 2012 have been indexed as simply “LSI Title.”

20 \_\_\_\_\_  
21 <sup>44</sup> OAG Letter to Trustees of April 6, 2011 was dubbed “Trustee Letter 2”

22 <sup>45</sup> <http://www.insurance.wa.gov/news/2012/1-05-2012.shtml>

23 <sup>46</sup> See, e.g., King County Recorder #20120403002189

<sup>47</sup> See, e.g., King County Recorder #20111109001821

1       **11.12** None of the Notice(s) of Trustee's Sale(s) issued by **LSI** against the Property  
2 comply with the mandatory and material prerequisites of trustee's sales established by RCW  
3 61.24.030(6) (no presence in Washington); § (7)(a),(b) (failing duty of proof that Beneficiary  
4 is owner of note) and § (8) (failure to mail Notice of Default to Plaintiff under his status as  
5 successor to grantor<sup>48</sup>).

6       **11.13** The February 17, 2010 *Appointment of Successor Trustee* purportedly  
7 Recorded by **RFREH** in the King County Official Records to appoint **LSI** as Successor  
8 Trustee under the Nicholls DOT is legally defective. (See ¶¶ 5.58, 5.59, 11.14).

9       **11.14** **RFREH**'s purported acquisition of the Nicholls Note and Deed of Trust on  
10 July 28, 2010 occurred five months after **RFREH** purportedly executed the February 16, 2010  
11 appointment of **LSI** as successor trustee, rendering every act and omission of **LSI** as trustee  
12 illegal, and wrongful in every particular. RCW 64.04.010, 020; RCW 61.24.005(2); RCW  
13 61.24.010(2).

14       **11.15** Additionally, through the following practices in complicity with Defendant  
15 **ETS** and one or more of the other Defendants herein, **LSI** created and creates the false  
16 appearance that it is authorized and qualified to act as a trustee under Deeds of Trust in the  
17 state of Washington:

- 18           (a) Fraudulently and deceptively creating the false appearance that it maintains a  
19 street address in the state of Washington, a physical presence at such street  
20 address, and telephone service at such street address;  
21

22  
23       <sup>48</sup> RCW 61.24.005(7) – definition of "Grantor" includes "successor."

- 1 (b) Setting forth sham street addresses and telephone numbers in its notices of  
2 default that are transmitted to the borrower and grantor;
- 3 (c) Setting forth sham street addresses and telephone numbers in its Notices of  
4 Trustee's Sale that are transmitted to the borrower, to the grantor, to other  
5 interested parties, and published in newspapers of general circulation in  
6 various counties in the state of Washington.
- 7 (d) The address of 1111 Main St., #200, Vancouver, WA 98660 which is stated as  
8 LSI's address in the *Appointment of Successor Trustee* Recorded 02/17/2010  
9 (See ¶ 5.58, 5.59 above), and *Notice of Trustee's Sale* Recorded 03/23/2010  
10 (See ¶ 5.60) is a sham, phantom, fraudulent, and false address at which LSI did  
11 not maintain any physical presence or telephone service.
- 12 (e) The *Appointment of Successor Trustee* Recorded 02/17/2010 (see (d) above)  
13 falsely states that LSI is "a corporation formed under RCW 61.24, whose  
14 address is...[(d) above]". No Washington corporations are formed under any  
15 provision of the WDTA (See ¶ 10.2 for ETS tie-in).
- 16 (f) The address of 13920 SE Eastgate Way, Ste. 115, Bellevue, WA 98005 which  
17 is stated as LSI's address in the *Notice of Trustee's Sale* Recorded 12/22/2010  
18 (See ¶ 5.69 above), is a sham, phantom, fraudulent, and false address at which  
19 LSI does not and did not maintain any physical presence or telephone service.
- 20 (g) Recording, or authorizing to be Recorded, the above and other false  
21 information described herein for public record. RCW 40.16.030.
- 22
- 23

11.16 LSI engaged and engages in the foregoing and other activities in order to

1 masquerade itself as a legitimate trustee to the injury and damage of Washington property  
2 owners in nonjudicial foreclosures of their homesteads, residences, and other types of real  
3 property. Injuries and damages to Plaintiff are in an amount to be proven at trial. (See ¶ 18.4  
4 below for Defendants' assigned liabilities. See also ¶ 18.5 punitive damages under CA Civil  
5 Code § 3294).

6  
7 **XII. SEVENTH CAUSE OF ACTION**  
8 **DECEPTION, MISREPRESENTATION, FRAUD,**  
9 **AGAINST DEFENDANT EXECUTIVE TRUSTEE SERVICES, LLC**

10 **12.1** All allegations set forth above are re-alleged as if fully set forth herein.

11 **12.2** Upon information and belief, Defendant **Executive Trustee Services, LLC,**  
12 **(ETS)** is a wholly owned subsidiary of Defendant **GMAC** and functions as a "foreclosure  
13 mill" to process foreclosures for **GMAC** companies. (See footnote 5). **ETS'** "services"  
14 apparently encompass wearing of all hats, including:

- 15 (a) Usurping the role of Beneficiary through unilaterally issuing foreclosure  
16 directives with no authority from a valid deed of trust Beneficiary or trustee;  
17 (b) Usurping the trustee's function of making the critical decisions that are  
18 reserved by law to the authorized and qualified trustee, including refusal to  
19 stop a foreclosure that they knew to be unlawful (See ¶ 5.34 – 5.36, 5.48  
20 above), while failing to meet the WDTA requirements to act as a trustee.  
21 RCW 61.24 et. seq., including 61.24.020 ("No person, corporation or  
22 association may be both trustee and beneficiary under the same deed of  
23 trust"), and having no Washington address or telephone.  
(c) Upon information and belief, drafting the legal instruments for the



1 processing of nonjudicial foreclosures in the state of Washington in the name  
2 of nominal though essentially phantom Beneficiaries and deed of trust  
3 trustees (e.g. see ¶¶ 10.2, 11.15(e) and 16.7);<sup>49</sup>

4 (d) Usurping the trustee's role as the decision maker or intermediary between  
5 borrower and Beneficiary in every phase of the nonjudicial foreclosure  
6 process.

7 (e) Directing in cover sheet accompanying Notice(s) of Foreclosure/Notice(s) of  
8 Trustee's Sale(s) (See e.g. ¶ 5.60) mailed to interested parties, that payments  
9 are to be sent to ETS, when no authority for such payment is evidenced.

10 **12.3** Upon information and belief, ETS created, mailed, served, filed with King  
11 County Recorder, published and is responsible for the content of all Recorded instruments  
12 bearing the names of LSI and **First American** described herein. All Recorded instruments so  
13 drafted contained the following directive in the upper left corner of the first page:

14 "And When Recorded Mail To:  
15 Executive Trustee Services, LLC  
16 [California address]"

17 **12.4** The above described acts and omissions of ETS are contrary to and in material  
18 and gross violation of the WDTA and demonstrate willful conspiracy in the unlawful and  
19 criminal acts herein described, all to Plaintiff's injury and damage in an amount to be proven  
20 at trial. (See ¶ 18.4 below for Defendants' assigned liabilities. See also ¶ 18.5 punitive  
21 damages under CA Civil Code Code § 3294).

22 <sup>49</sup> The practice of law includes the selection and completion of legal instruments by which legal rights  
23 and obligations are established. *Perkins v. CTX Mortgage Co.*, 137 Wn.2d 93, 97(Jan. 1999), citing  
*Washington State Bar Ass'n v. Great W. Union Fed. Sav. & Loan Ass'n*, 91 Wn.2d 48, 54-55, 586 P.2d  
870 (1978).

**XIII. EIGHTH CAUSE OF ACTION  
AS AGAINST DEFENDANT RFREH  
(IN CONSPIRACY WITH GMAC GROUP AND LSI)  
FRAUD, DECEPTION AND MISREPRESENTATION**

**13.1** All allegations set forth above are re-alleged as if fully set forth herein.

**13.2** The *Notice of Trustee's Sale* Recorded on 03/23/2010 by **RFREH** (See ¶ 5.60) recites as follows regarding the Nicholls DOT:

“...beneficial interest in which was assigned by OLD KENT MORTGAGE COMPANY DBA NATIONAL PACIFIC MORTGAGE to RESIDENTIAL FUNDING REAL ESTATE HOLDINGS, LLC.”

Old Kent ceased to exist in 2002. **RFREH** did not come into existence until 2009. Such assignment is impossible. RCW 64.04.010, 020.

**13.3** **RFREH** does not qualify as Beneficiary of the Nicholls DOT, and therefore has no authority or standing to appoint a trustee, exert control, or direct that nonjudicial foreclosure proceedings or other adverse action be taken against the Property. RCW 61.24.005(2); RCW 61.24.010(2), RCW 61.24.030.

**13.4** **RFREH's** purported acquisition of the Nicholls Note and Deed of Trust on July 28, 2010 (See ¶ 5.66 – 5.68) occurred five months after **RFREH** executed the February 16, 2010 appointment of **LSI** as successor trustee.

**13.5** **RFREH's** nonjudicial foreclosure proceedings (¶ 5.60, 5.69 above) were conducted in concert with the rest of **GMAC Group** and **LSI** and were, in substance, an attempt to steal the Property presently valued between \$100,000 to \$140,000<sup>50</sup> through fraud, deceit, deceptive practices, complicity in theft of property for sale to others and criminal

<sup>50</sup> Present value as estimated by John Bauer of Zip Realty. See also property tax evaluations.

1 conspiracy; and/or to exert extortionate pressure on Plaintiff to pay an inflated amount to  
2 which RFREH has no rightful claim; all to Plaintiff's injury and damage in an amount to be  
3 proven at trial. (See ¶ 18.4 below for Defendants' assigned liabilities. See also ¶ 18.6 request  
4 for punitive damages under Pennsylvania law).

5  
6 **XIV. NINTH CAUSE OF ACTION**  
7 **AS AGAINST GMAC**  
8 **FRAUD, DECEPTION AND MISREPRESENTATION**

9 **14.1** All allegations set forth above are re-alleged as if fully set forth herein.

10 **14.2** Upon information and belief, GMAC has served as either a "Master Servicer"  
11 or "Submaster Servicer" with regard to the Nicholls Note and DOT.

12 **14.3** On March 12, 2012 the Office of Inspector General, U.S. Department of  
13 Housing and Urban Development ("OIG") issued a scathing *Memorandum of Review* of Ally  
14 Financial Inc.'s (GMAC'S parent corporation) Fort Washington, PA facility practices relating  
15 to foreclosures. The OIG noted Ally's refusal to cooperate with the investigation or to permit  
16 interviews with employees, which after subpoena claimed Fifth Amendment rights under  
17 attorney representation. "The team leader of Ally's foreclosure department testified that he  
18 and other affiants did not sign documents in front of a notary."<sup>51</sup> Notary violations were  
19 referred to the Secretary of the Commonwealth of Pennsylvania. On April 4, 2012 Defendant  
20 GMAC and Ally Financial, Inc., entered into a Consent Judgment<sup>52</sup> with 49 state attorneys  
21 general, including Washington, for unlawful mortgage handling procedures including  
22 foreclosures, and "among other laws, the Unfair and Deceptive Acts and Practices laws of the

23 <sup>51</sup> OIG *Memorandum of Review*, at 5

<sup>52</sup> *United States v. Bank of America Corp. et. al*, No. 12 0361, US Dist. Ct., DC (April 4, 2012)

1 Plaintiff States, the False Claims Act, the Financial Institutions Reform, Recovery, and  
2 Enforcement Act of 1989, the Servicemembers Civil Relief Act, and the Bankruptcy Code  
3 and Federal Rules of Bankruptcy.” GMAC has been sanctioned by courts in Florida and  
4 Maine<sup>53</sup> for falsifying foreclosure documents.

5       **14.4** Upon information and belief, Plaintiff alleges that Defendant GMAC either  
6 directly or through its wholly owned subsidiary ETS is in control of most or all material  
7 decisions and has ordered all actions by Defendants described herein regarding the Property  
8 and the Nicholls Note and Deed of Trust.

9       **14.5** Upon information and belief, Plaintiff alleges that GMAC has orchestrated the  
10 activities of the other Defendants regarding the Property in efforts to intimidate Plaintiff into  
11 submission, i.e. by requiring Plaintiff to pay them everything they demand on pain of losing  
12 the Property to an unlawful trustee’s sale or having the Property clouded indefinitely through  
13 the recordation of invalid instruments in the Official Public Records of King County.

14       **14.6** GMAC’s actions and omissions have been a proximate cause of Plaintiff’s  
15 injuries and damages indicated herein in an amount to be proven at trial. (See ¶ 18.4 below  
16 for Defendants’ assigned liabilities. See also ¶ 18.6 request for punitive damages under  
17 Pennsylvania law).

18  
19                               **XV. TENTH CAUSE OF ACTION**  
20                               **AS AGAINST ALL DEFENDANTS UNDER RCW 9A.82 et seq.**  
                                      **“LITTLE RICO”**

21       **15.1** All allegations set forth above are re-alleged as if fully set forth herein.

22  
23       <sup>53</sup> *TCIF REO2, LLC v. Leibowitz, as Trustee, et al.*, No. 16-2004-CA-4835, Circuit Ct. 4D, Duvall  
Cnty., FL (May 2006); *James v. U.S. Nat. Bank & GMAC*, No. 2:09-cv-84-JHR, U.S. Dist. Ct. Maine  
(Feb. 2011).

1           **15.2** Defendants' have engaged in a pattern and practice of willful conspiratorial,  
2 deceptive, unconscionable acts, in violation of RCW 19.82 et seq., including

3           (a) use of deception with the intent of misleading debtors and property owners at  
4           their most vulnerable time (the definition of "profiteering"), as well as  
5           potential buyers of foreclosed properties, Washington State regulators and the  
6           public at large, and

7           (b) upon which those persons justifiably relied;

8           (c) recording of fraudulent and false instruments affecting real property titles  
9           thereby impairing the stability of Washington land titles;

10          (d) circumvention of WDTA procedures to exert control over realty without valid  
11          authority and thereby accomplish theft through nonjudicial foreclosure sale of  
12          Washington resident's residential real property;

13          (d) adding of unjust fees and interest to amounts alleged as due which are  
14          purportedly secured by deeds of trust;

15          (e) employing extortionate means to extract payments from property owners  
16          including Plaintiff (See ¶ 15.4).

17          (f) submitting and/or attempt to submit unlawful credit bids at Trustee Sales  
18          where "creditor" in fact held no ownership in underlying debt or interest in  
19          property. i.e. theft.

20          (g) reselling and/or intent to resell unlawfully obtained (stolen) real property.

21          **Acts and omissions described herein which are charged under**  
22          **RCW 9A.82 et seq. Criminal Profiteering statutes (felonies in bold):**

23          **15.3** Conspiring to conduct Trustee's Sales of the Property without authority,

1 including no ownership of the underlying Note or legal interest in Deed of Trust: **GMAC**  
2 **GROUP, LSI, First American, Conspirators: RFC-LLC, Homecomings:** (See ¶¶ 5.7, 5.21  
3 – 5.48, 5.58 - 5.69, 6.3 - 6.13, 10.2 - 10.6, 11.2 - 11.16, 12.2 – 12.4, 13.2 – 13.5, 14.4, Exhibit  
4 C): (felonies in bold) **RCW 9A.56.030** (Theft in the first degree); **RCW 9A.82.055** (theft of  
5 property for sale to others); **RCW 10.58.040** (intent to defraud); **RCW 9A.28.020(1)**  
6 (complicity in criminal attempt); **RCW 9A.82.050** (Trafficking in stolen property in the first  
7 degree); **RCW 9A.82.080** (controlling enterprise or realty); **RCW 9A.82.080(3)(a)**  
8 (conspiracy to control realty). **RCW 9A.08.010** (culpability defined). **RCW 9A.28.040**  
9 (criminal conspiracy).

10 **15.4** Using extortionate means to extract payments to parties not entitled to receive  
11 them, including inflated amounts:

12 (a) **GMAC, Chase, RFREH, ETS, First American, LSI, Homecomings, and RFC-**  
13 **LLC (Conspirator):** See ¶¶ 5.21-5.56, 6.8(b), 6.10 – 6.13, 9.1 - 9.5, 10.6, 11.12,  
14 11.16, 11.17, 12.2(e), 12.4, 13.5, 14.4;

15 (b) **ETS, GMAC, First American:** refusal to stop unlawful trustee's sale (tool for  
16 theft and/or extortion): See ¶¶ 5.34-36, 5.46-48.

17 (c) **GMAC, RFREH, ETS, First American, LSI, Bank One, Homecomings:**  
18 Leaving Recorded *Notice of Trustee's Sales* on property record when sales had  
19 been "cancelled" as a tool of extortion: See ¶¶ 5.51-5.56, 14.5-14.6. **RCW**  
20 **4.28.328** (also actionable for proximate injuries/damages).

21 **RCW 9A.56.130** (Extortion); **RCW 9A.82.040** (use of extortionate means); **RCW 10.58.040**  
22 (intent to defraud); **RCW 9A.28.020(1)** (complicity in criminal attempt).

23 **15.5** Forgery: **RFREH, GMAC:** See ¶¶ 5.66-5.68 (also 13.2). **RCW 9A.60.020**

1 (Forgery); **RCW 9A.60.040** (criminal impersonation).

2       **15.6** False, Fraudulent and forged instruments have been filed with the King County  
3 Recorder naming **RFREH, Bank One, Chase, Bank of NY, First American** and **LSI** as  
4 having interests in the Property: **ETS, LSI, First American, Chase, RFREH, RFCorp,**  
5 **RFC-LLC, GMAC** (master conspirator), **Homecomings** (conspirator): See ¶ 10.2, 13.3,  
6 11.15, Exhibit C ¶¶ 4.2a – 4.13a and additional references to Recorded documents herein  
7 described. **RCW 40.16.030** (offering false instrument for filing or record); **RCW 61.24.010,**  
8 **RCW 64.04.020** (real estate statute of frauds); **RCW 9.38.020** (false representations  
9 concerning title); **RCW 64.08.020** (Out of state certification requirements – see also statutes  
10 of states where acknowledgements were executed); **9A.60.050** (false certification); **RCW**  
11 **9A.60.010(4)** (falsely making an instrument); Deeds must be drafted by a licensed attorney  
12 (See footnote 49 and **RCW 19.16.250(5)**); **RCW 9A.08.020** (complicity).

13       **15.7** Plaintiff and a substantial percentage of the residents of Washington have  
14 suffered damages proximately caused by Defendants' acts and omissions stated herein  
15 under Little RICO charges, including

- 16           (a) Diminishment of property values both directly and indirectly;  
17           (b) Degradation of surrounding neighborhood aesthetics, and creating nuisances.  
18           (c) Damage to the public perception and reputation of those victimized,  
19               including humiliation;  
20           (d) Damages, actual and perceived to the integrity of the WDTA system;  
21           (e) Damage to the integrity of Washington's system of law.  
22           (f) Plaintiff has further directly incurred costs of attempting to resolve issues  
23               herein, including substantial out-of-pocket expense, loss of time, attorney

1 fees, research, and prosecuting this action in defense of his property in  
2 amounts to be proven at trial.

3 (g) Plaintiff is also entitled to treble damages at the discretion of the court  
4 under RCW 9A.82.100(4)(d), and attorney fees.

5 (h) See ¶ 18.4 below for Defendants' assigned liabilities.

6 **XVI. ELEVENTH CAUSE OF ACTION**  
7 **CHARGES AGAINST ALL DEFENDANTS AS CONSPIRATORS**  
8 **UNDER RCW 19.82 et seq.**  
9 **CONSUMER PROTECTION ACT**

10 **16.1** All allegations set forth above are re-alleged as if fully set forth herein.

11 **16.2** Defendants have engaged in unfair acts and practices regarding residential real  
12 estate mortgages and marketing of properties to and from consumers, which have seriously  
13 impacted the public interest through:

14 (a) Use of names of banks who hold no interest, identified only "as trustee"s,  
15 where no legal Beneficiary is named in violation of RCW 62A.3 et seq., RCW  
16 61.24.005(2), RCW 61.24.030(7)(a), (8)(l); RCW 61.24.040(2);

17 (b) Asserting claims that the *transfer* of negotiable instruments may be  
18 accomplished through recordation of an Assignment of Deed of Trust, and  
19 acting and attempting to act on such claims through pursuing unlawful  
20 foreclosures. RCW 62A.3-201, 203;

21 (c) Use of phantom, straw-man trustees, which perform no function in the  
22 foreclosure process other than lending their name to entities such as **ETS**, who  
23 are a wholly owned arm of the foreclosing servicer, such as **GMAC**, which  
effectively nullifies the protective intermediary role of the "impartial" trustee



1 established by the WDTA;

2 (d) Publishing false information as to how such trustees may be contacted;

3 (e) Recording of bogus Assignments of deeds of trust;

4 (f) Recording bogus appointments of Successor Trustees; and

5 (g) Recording bogus Notices of Trustee's Sales (wrongful foreclosures) based  
6 upon these misrepresentations. RCW 19.86.020:

7 (h) Issuing and recording invalid deeds (when the power to grant a deed has been  
8 obtained through fraudulent means, any deed so granted is invalid), e.g. LSI  
9 (See Section XI above), seriously impacting stability of land titles.

10 **16.3** Fraudulent misrepresentation and intentional deception is charged under the  
11 Washington Consumer Protection Act, RCW 19.86 et seq. against the following Defendants  
12 which includes the following examples herein stated:

13 (a) **Homecomings:** See See ¶¶ 5.8 - 5.20, 5.38-5.39, 9.3 – 9.5;

14 (b) **ETS:** See ¶¶ 5.24, 5.32- 5.36, 5.46-5.48, 5.57-5.62, 5.69, 10.2-10.6, 11.12-  
15 11.15, 13.1-13.4, 15.3, &15.6 (conspirator), Exhibit C ¶ 4.12(a);

16 (c) **GMAC:** See ¶¶ 5.24-5.25, 5.35-5.36, 5.50 -5.56, 5.66 -5.68, 6.7- 6.9, 14.2-  
17 14.4, Exhibit C ¶ 4.3(a);

18 (d) **First American:** See ¶¶ 5.23, 5.30 - 5.33, 5.40, 5.46, 5.59 -5.62, 6.12, 10.1-  
19 10.6, 15.3, 15.6, Exhibit C ¶ 4.11(a);

20 (e) **LSI:** See ¶¶ 5.69, 10.4 - 10.5 (same legal basis), 11.1-11.16, 15.3, 15.6,  
21 Exhibit C ¶ 4.13(a);

22 (f) **Chase:** See ¶¶ 5.66 – 5.68, 6.9 (regarding claim to be beneficiary), 6.12,  
23 Exhibit C ¶ 4.8(a);

(g) **RFREH:** See ¶¶ 5.58, 5.59, 5.60, 5.66 – 5.68, 6.9(c)-6.12, 13.1 – 13.5, 15.3,  
15.6, Exhibit C ¶ 4.4(a),(b);

1 (h) **RFCorp**: See ¶ 15.6, Exhibit C ¶ 4.6(a) (unsubstantiated claim of Attorney In  
2 Fact);

3 (i) **RFC-LLC**: See ¶ 15.6, Exhibit C ¶ 4.5(a) (unsubstantiated claim of Attorney  
4 In Fact),

5 **16.4 Fraudulent Withholding of Information which Defendant had a duty to**  
6 **disclose.**<sup>54</sup> Despite repeated requests, including those described herein, no Defendant or any  
7 representative thereof has ever provided the October 2008 pay-off amount on the Nicholls  
8 Note or produced any evidence of ownership thereof, or been willing to exhibit any valid  
9 authority for their actions.

10 (a) **Homecomings**: See ¶¶ 5.8 - 5.20, 5.21, 5.38-5.39,

11 (b) **ETS**: See ¶¶ 5.21, 5.24 - 5.27, 5.34-5.36, 5.38-5.39, 5.46, 5.57, 5.61-5.62

12 (c) **GMAC**: See ¶¶ 5.36, 5.53-5.56, 6.7

13 (d) **First American**: See ¶¶ 5.23, 5.30-5.31, 5.46, 5.57, 5.61-5.62, 10.3-10.5

14 (e) **Chase**: See ¶¶ 5.43 - 5.45

15 **16.5 Homecomings** Refusal of Tender of Payoff to generate profits & servicing  
16 fees: See 5.9-5.21. RCW 62A.3-603.

17 **16.6 Robo-signing**: Virtually every instrument, in which Defendants are named,  
18 Recorded as against the Property, is false, fraudulent and/or invalid. Where not already  
19 indicated herein, Plaintiff's Exhibit D "Index to Property Records", to be presented at trial,  
20 will itemize each of these defects, which include but are not limited to violations itemized in  
21 ¶ 15.6 above and elsewhere in this Complaint.

22 **16.7 All Notice's of Trustee Sale** drafted and filed against the Property have stated,  
23 "THIS IS AN ATTEMPT TO COLLECT A DEBT..." Because **All Defendants**, and **First**

<sup>54</sup> See RESTATEMENT (SECOND) OF TORTS § 551 (1977).

1 American and LSI in particular as phantom straw-man trustees of a deed of trust, lacked the  
2 power of sale under Washington law, their actions herein described are not excluded from the  
3 definition of "debt collection" under RCW 19.16.100(4), and are within the deceptive debt  
4 collection provisions of RCW 19.16 et seq., including, especially regarding ETS, RCW  
5 19.16.250(5) (practice of law in the drafting of instruments). See ¶ 12.2(c).

6 **16.8** Violations of debt collection statutes are per se violations of the CPA<sup>55</sup>.

7 **16.9** Plaintiff has suffered injuries and damages proximately resulting from the  
8 above enumerated acts and is entitled to compensation therefor, including

9 (a) Clouding and destabilization of title to Plaintiff's Property and others  
10 thereby diminishing Property's value;

11 (b) Loss of use of the Property including lost revenue from sale, rental and/or  
12 development.

13 (c) Pecuniary losses occasioned by inconvenience, including losses from forced  
14 liquidation of securities and cost of loan (See ¶ 5.12), to tender full payoff  
15 to a rightful claimant;

16 (d) Loss of appreciating value of securities liquidated: securities present value  
17 less sale price (or in the alternate *losses x .1/year*), in amounts to be proven  
18 at trial;

19 (e) Tax consequences as result of awards;

20 (f) Treble damages allowable under RCW 19.86.090; and

21 (f) Attorney fees. (See ¶ 18.4 below for Defendants' assigned liabilities).

22 **XVII. TWELFTH CAUSE OF ACTION**  
23 **INFLECTION OF EMOTIONAL DISTRESS**  
**AGAINST SPECIFIED DEFENDANTS, ALL DEFENDANTS THROUGH**  
**CONSPIRACY**

**17.1** All allegations set forth above are re-alleged as if fully set forth herein.

<sup>55</sup> *Panag v. Farmers Ins. Co. of Wash.*, 166 Wn.2d 27, (April 2, 2009).

1           **17.2** Intentional Infliction of Emotional Distress. The conduct of Defendants  
2 **GMAC, Homecomings, RFREH, RFCorp/RFC-LLC (as one entity), First American, LSI**  
3 and **ETS** as set out above was outrageous, sounds in intentional tort, and constitutes  
4 intentional infliction of emotional distress.

5           **17.3** Negligent Infliction of Emotional Distress. Alternatively, the conduct of  
6 Defendants **GMAC, Homecomings, RFREH, RFCorp/ RFC-LLC (as one entity), First**  
7 **American, LSI** and **ETS** as set out above was negligent insofar as said Defendants failed to  
8 take reasonable care to avoid causing Plaintiff's emotional distress and caused Plaintiff  
9 emotional distress.

10           **17.4** The Plaintiff's emotional distress was, and is, manifested by objective and/or  
11 physical symptoms.

12           **17.5** See ¶ 19.1(9) for computation of award, and ¶18.4 for assigned liabilities of  
13 each Defendant.

## 14 15 **XVIII. INJURIES/DAMAGES**

16           **18.1** All allegations set forth above are re-alleged as if fully set forth herein.

17           **18.2** Plaintiff is entitled to compensation in amounts to be proven at trial.

18           **18.3** At time of filing of this Complaint conservatively estimated total monetary  
19 compensation for injuries, damages, and adverse tax consequences, not including ¶18.5 or  
20 ¶18.6 below, costs or attorney fees, is \$1,166,096.00.

21           **18.4** Whereas Defendants as identified herein shared responsibility in measure for  
22 Plaintiff's injuries, damages, costs and fees as indicated, Plaintiff has assigned proportional  
23 liability of awards by this court, except where otherwise confined to individual Defendants, in

the following percentages, subject to the wisdom of the Court:

<u>PERCENTAGE OF LIABILITY</u>	<u>PRLIMINARY ESTIMATES BASED UPON ¶ 18.3</u>
• <b>GMAC</b> ..... 20%	\$233,219
• <b>First American</b> ..... 10%	\$116,610
• <b>ETS</b> ..... 15%	\$174,914
• <b>RFREH</b> ..... 10%	\$116,610
• <b>RFCorp/RFC-LLC</b> ..... 10%	\$116,610
• <b>Homecomings</b> ..... 10%	\$116,610
• <b>LSI</b> ..... 15%	\$174,914
• <b>Chase</b> ..... 10%	\$116,610
• <b>Bank One</b> ..... 0%	0
• <b>BNY</b> ..... 0%	0

**18.5** Because of the willful, egregious and systemic nature of actions described herein by Defendants **LSI** and **ETS**, done in California, Plaintiff requests an appropriate award of punitive damages<sup>56</sup> against each of these Defendants under California Civil Code § 3294.

**18.6** Because of the willful and egregious and systematic nature<sup>57</sup> of the forging of documents, and in particular Assignment of Deed of Trust, Recorded 08/12/2010 (See ¶ 5.66 – 5.68), done for the benefit of **RFREH** by and under the direction of **GMAC**, at Ft. Washington, Pennsylvania, Plaintiff requests an appropriate award of punitive damages against **GMAC** and **RFREH** under Pennsylvania law.

<sup>56</sup> See *Singh v. Edwards Lifesciences Corp.*, 151 Wn. App. 137 (July 6, 2009) (“The conduct that serves as the basis of the punitive damage award here occurred in California and that state has an interest in deterring its corporations from engaging in such fraudulent conduct.”).

<sup>57</sup> Plaintiff will produce at trial additional forgeries from this source.

**XIX. RELIEF REQUESTED**

**WHEREFORE**, Plaintiff prays for relief against Defendants and each of them as follows:

**19.1** For declaratory relief consistent with the pleadings herein, including but not limited to declarations that -

- (1) Defendants have violated the laws of the State of Washington in their efforts to hold foreclosure sales of the Property;
- (2) Defendants are not entitled to conduct a Foreclosure sale of the Property;
- (3) The Nicholls DOT is and should be declared void, invalid, and of no further force or effect as a lien against the Property records on the basis of:
  - (a) Nicholls DOT was void ab initio (See ¶ 5.7)
  - (b) No Defendant, person, or entity, known or unknown, has any valid perfected interest in the Nicholls DOT as against Plaintiff as a purchaser for value in good faith. Chapter 62A.9A RCW, RCW 65.08.070;
  - (b) Defendants' refusal to accept Plaintiff's tender of payment to a verifiably rightful owner of the Nicholls Note;
  - (c) Defendants' failure to identify any verifiably rightful owner of the debt purportedly secured by the Nicholls DOT;
  - (d) That through assignments where there was no valid Beneficiary, the Nicholls DOT has become bifurcated<sup>58</sup> from Nicholls Note (if the latter exists), rendering it void;
- (4) That **LSI Title Agency, Inc.** and/or any renamed but substantially identical substituted entity be enjoined from doing business in the State of Washington, under RCW 9A.08.030(5), RCW 9A.82.100(2) and(4)(c), and

<sup>58</sup> When a deed of trust is bifurcated from its note, the security becomes unenforceable, and the note must go on its way unsecured. *Bellistri v. Ocwen Loan Servicing, LLC*, 284 S.W.3d 619, 623 (Mo. App. 2009).

(RCW 19.86.080(1) and (2), for gross violations of the RCW, OIC Regulations and fraudulent misrepresentations to Plaintiff, the OIC, the State and the citizens of Washington and California, and it be recommended by this court to the Washington Attorney General that LSI be criminally prosecuted for crimes herein described.

(5) That judgment be entered against the Defendants awarding Plaintiff money damages and recompense for financial injuries and damages based on the facts and causes of action alleged herein in an amount to be proven at the time of trial;

(6) That this court award treble damages against **Homecomings** and/or the proven culpable Defendant, for injuries proximately caused by unlawful trespass and possession of the Property, in an amount to be determined at trial, pursuant to RCW 4.24.630, together with the surrender of all keys to the Property;

(7) That this court award damages resulting from Defendants' violations of Chapter 9A.82 RCW ("Little RICO") as indicated herein, in an amount to be determined at trial, including treble damages as permitted based upon damages charged thereunder, plus costs of investigation, other costs and attorneys' fees as provided by statute;

(8) That this Court award all such relief to Plaintiff as he may be entitled to under the Washington Consumer Protection Act, including treble damages as permitted, based upon injuries and damages resulting from acts and omissions charged thereunder, and attorney fees as provide by statute.

- 1 (9) That this Court award damages as against Defendants **GMAC, Homecomings,**  
2 **RFREH, RFCorp/ RFC-LLC (as one entity), First American, LSI and**  
3 **ETS** for Infliction of Emotional Distress and loss of enjoyment of life, in an  
4 amount equal to double the total of all monetary damages and injuries awarded  
5 by the Court under the above bases;
- 6 (10) That Plaintiff be recompensed for attorneys' fees and costs allowed by equity,  
7 contract, statutes and/or court rules;
- 8 (11) For a permanent injunction under RCW 7.40.010 enjoining any future  
9 foreclosure proceedings by any of the Defendants, their agents,  
10 successors, or assigns based upon the Nicholls note and Deed of Trust;
- 11 (12) For judgment under Chapter 7.28 RCW removing the cloud on Plaintiff's title  
12 of all invalid Recorded documents referencing the Nicholls DOT, all said  
13 Defendants' claims as against the Property, and quieting title in Plaintiff, and  
14 that the Defendants be forever barred from having or asserting any right,  
15 title, estate, lien, power or interest in or to the Property herein described  
16 tracing from the Nicholls Note or DOT;
- 17 (13) That this court award punitive damages against **LSI and ETS** under Cal. Civ.  
18 Code § 3294. See ¶ 18.5;
- 19 (14) That this Court award punitive damages as against **GMAC and RFREH** under  
20 Pennsylvania law. See ¶ 18.6;
- 21 (15) That this court award compensation for tax consequences for Plaintiff as  
22 shall result from injuries/damages awards from this action;
- 23 (16) That this Court award such other damages and compensation for injury as may



1 be awardable to Plaintiff by statute or common law, and for such further just  
2 and equitable relief to Plaintiff as the Court shall deem just and proper.

3 **XX. ATTORNEY FEES**

4 **20.1** The Nicholls DOT contains a provision for award of attorney fees.

5 **20.2** Plaintiff will be entitled to an award of attorney fees against Defendants as  
6 the prevailing party in this action.

7 **20.3** Plaintiff has incurred and continues to incur awardable attorneys' fees in  
8 efforts to protect his fee simple title to the Property.

9 **20.4** Plaintiff is entitled to an award of his attorney fees, costs, and expenses under  
10 the applicable statutes cited in this complaint, including but not limited to RCW  
11 9A.82.100(1)(a), RCW 19.86.090, and RCW 4.28.328(3).

12  
13  
14  
15 Dated this 5th day of June, 2012.

16 **HELMUT KAH, Attorney at Law**

17  
18  
19 **Helmut Kah, WSBA # 18541**  
20 **Attorney for Plaintiff**  
21  
22  
23

1 **VERIFICATION**


2 The undersigned declares that he is the Plaintiff in this matter.

3 I make this declaration based upon my personal knowledge.

4 I have reviewed the factual allegations set forth in this complaint and I believe the  
5 same to be true.

6 I declare under penalty of perjury of the laws of the State of Washington that the  
7 foregoing is true and correct.

8 SIGNED June 4, 2012, at Portland, Oregon.

9  
10  
11  
12   
Duncan K. Robertson, Plaintiff

Robertson v. GMAC Mortgage, LLC, et al.

**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

The property which is the subject of this Complaint is commonly known as 12002 4th Avenue Southwest, Seattle, Washington, 98146, Tax Parcel No. 072304-9322-04, described as follows:

That portion of the Northwest quarter of the Northeast quarter of the Southeast quarter of Section 7, Township 23 North, Range 4 East of the Willamette Meridian, records of King County, Washington, described as follows:

Beginning at a point on the East line of 4th Avenue Southwest which is 384.61 feet North of the North line of Southwest 122nd Street;  
THENCE East parallel with the North line of Southwest 122nd Street, 260.15 feet.

THENCE South parallel with the East line of 4th Avenue Southwest 64.16 Feet;

THENCE West parallel with the North line of Southwest 122nd Street, 260.15 feet to the East line of 4th Avenue Southwest;  
THENCE North along said East line 64.16 feet to the point of beginning.

Situate in the County of King, State of Washington.

**EXHIBIT A**

**EXHIBIT A**  
**Robertson v. GMAC Mortgage, LLC et al.**  
**1 Page**

**HELMUT KAH, Attorney at Law**  
16818 140<sup>th</sup> Avenue NE  
Woodinville, WA 98072-9001  
Phone: 425-949-8357  
Fax: 425-949-4679  
Cell: (206) 234-7798  
Email: [helmut.kah@att.net](mailto:helmut.kah@att.net)  
WSBA # 18541

AFTER-RECORDING MAIL TO:  
Duncan K. Robertson  
3520 S.E. Harold Court  
Portland, OR 97292-4344



**20081007001048**

FIDELITY NATIO TO  
PAGE001 OF 001  
10/07/2008 14:50  
KING COUNTY, WA

45.00

**E2366507**

10/07/2008 14:49  
KING COUNTY, WA  
TRX  
SALE

\$10.00  
\$0.00

PAGE001 OF 001

### TRUSTEE'S DEED

**THE GRANTOR, Ryan D. Griffin**, as present Trustee under that Deed of Trust (defined below), in consideration of the premises and payment recited below, hereby grants and conveys, without representation or warranty, expressed or implied, to **Duncan K. Robertson**, as GRANTEE, all real property (the Property), situated in the County of King, State of Washington, described as follows:

Tax Parcel No.: 072304932204

Full Legal Description attached as 'Exhibit A' and incorporated by reference as though fully set forth herein.

Recorded at the request of

**FIDELITY NATIONAL TITLE**

#### RECITALS:

Order #

0711288  
5147

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon the Grantee by that certain Deed of Trust dated January 5, 2006, recorded January 6, 2006, under Auditor's File No. 20060106002340, records of King County, Washington, from Linda C. Nicholls, as Grantor, to Fidelity National Title Company of Washington, as Trustee, to secure an obligation in favor of Duncan K. Robertson, as Beneficiary.

2. The Deed of Trust was executed to secure, together with other undertakings, the payment of one or more promissory note(s) ("Note") in the sum of \$82,000.00 with interest thereon, according to the terms thereof, in favor of Fidelity National Title Company of Washington, trustee for Duncan K. Robertson and to secure any other sums of money which might become due and payable under the terms of said Deed of Trust.

3. The Deed of Trust provided that the Property is not used principally for agricultural or farming purposes and the Grantor has no actual knowledge that the Property is used principally for agricultural or farming purposes.

trustee owed no duty to make disclosures to Grantee concerning the Property, Grantee relying solely upon his/her/their/its own due diligence investigation before electing to bid for the property.

<sup>3 R6</sup>  
DATED: October 2, 2008

GRANTOR  
Ryan D. Griffin

ACKNOWLEDGMENT

STATE OF CALIFORNIA, COUNTY OF SACRAMENTO On October 2, 2008 before me, <sup>30</sup>~~CECILIA W. VAN WAGEN~~ <sup>NOTARY PUBLIC</sup> (name and title of officer), personally appeared RYAN D. GRIFFIN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) (is/are) subscribed to the within instrument and acknowledged to me that (he/she/they) executed the same in (his/her/their) authorized capacity(ies), and that by (his/her/their) signature(s) on the instrument the person(s) (or the entity upon behalf of which the person(s) acted) executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
Notary

[seal]

SEE CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

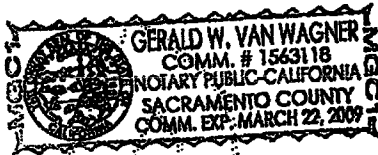
(6VW)

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SACRAMENTO

On 30 OCTOBER 2008 before me, GERALD W. VAN WAGNER, NOTARY PUBLIC  
personally appeared RYAN D. BRIEFIN



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gerald W. Van Wagner  
Signature of Notary Public

### OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

#### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

4. Default having occurred in the obligations secured and/or covenants of the Deed of Trust grantor, as set forth in Notice of Trustee's Sale described below, which by the terms of the Deed of Trust make operative the power to sell, the thirty-day advance Notice of Default was transmitted to the Deed of trust grantor, or her successor in interest, and a copy of said Notice was posted or served in accordance with law.

5. Duncan K. Robertson, being then the holder or the nominee of the indebtedness secured by the Deed of Trust, delivered to said Grantor a written request directing Grantor to sell the Property in accordance with law and the terms of the Deed of Trust.

6. The defaults specified in the "Notice of Default" not having been cured, the Grantor, in compliance with the terms of the Deed of Trust, executed and on 01/09/08, recorded in the office of the Recorder of King County, Washington, a "Notice of Trustee's Sale" of the Property under File No. 20080109000688.

7. The Grantor, in the "Notice of Trustee's Sale", fixed the place of sale as "At the main entrance to the Administration Building, 500 4<sup>th</sup> Avenue, Seattle, WA" at 10:00 a.m., and in accordance with the law caused copies of the statutory "Notice of Trustee's Sale" to be transmitted by mail to all persons entitled thereto and either posted or served prior to 90 days before the sale; further, the Grantor caused a copy of said "Notice of Trustee's Sale" to be published in a legal newspaper in each county in which the property or any part thereof is situated, once between the thirty-fifth and twenty-eighth day before the date of sale, and once between the fourteenth and seventh day before the date of sale; and further, included with the Notice, which was transmitted to or served upon the Deed of Trust grantor or his successor in interest, a "Notice of Foreclosure" in substantially the statutory form, to which copies of the Note and Deed of Trust were attached.

8. During foreclosure, no action by the Beneficiary, its successors or assigns was pending on an obligation secured by the Deed of Trust

9. All legal requirements and all provisions of said Deed of Trust have been complied with, as to acts to be performed and notices to be given, as provided in chapter 61.24 RCW

10. The default specified in the "Notice of Trustee's Sale" not having been cured ten days prior to the date of Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on 09/26/08, the date of sale, which was not less than 190 days from the date of default in the obligation secured, the Grantor then and there sold the Property at public auction to said Grantee, the highest bidder therefore, for the sum of \$62,825.53.

This conveyance is made without representations or warranties of any kind, expressed or implied. By recording this Trustee's Deed, Grantee understands, acknowledges and agrees that the Property was purchased in the context of a foreclosure, that the trustee made no representations to Grantee concerning the Property and that the

Fidelity National Title Insurance Company

Commitment Number: 7-07111288

**SCHEDULE C  
PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

That portion of the Northwest quarter of the Northeast quarter of the Southeast quarter of Section 7, Township 23 North, Range 4 East of the Willamette Meridian, records of King County, Washington, described as follows:

Beginning at a point on the East line of 4th Avenue Southwest which is 384.61 feet North of the North line of Southwest 122nd Street;

THENCE East parallel with the North line of Southwest 122nd Street, 260.15 feet;

THENCE South parallel with the East line of 4th Avenue Southwest 64.16 feet;

THENCE West parallel with the North line of Southwest 122nd Street, 260.15 feet to the East line of 4th Avenue Southwest;

THENCE North along said East line 64.16 feet to the point of beginning.

Situate in the County of King, State of Washington.

**NOTE FOR INFORMATIONAL PURPOSES ONLY:**

The following may be used as an abbreviated legal description on the documents to be recorded, per amended RCW 65.04. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document.

This property is located in King county.

Recording to be delivered to:

Fidelity National Title Co., 720 Olive Way #515, Seattle, WA 98101



## EXHIBIT C

Apparent sources of defendants' claims regarding the subject real property  
(Paragraph Numbers correspond to Complaint Numbers)

### **Defendant GMAC Mortgage, LLC ["GMAC"]:**

4.3(a) Defendant GMAC claims or has claimed to be a holder of the Nicholls note.

### **Defendant Residential Funding Real Estate Holdings, LLC ["RFREH"]:**

4.4(a) Defendant RFREH's name appears as indicated in the following recorded documents:

- (1) As signing party on an Appointment of Successor Trustee dated 02/16/2010 and recorded on 02/17/2010 under no. 20100217000758 as follows:

"Dated: 2/16/2010 Residential Funding Real Estate Holdings, LLC"

This document is invalid due to a fatally insufficient acknowledgment and because RFREH holds no interest in the subject note or deed of trust.

- (2) As the assignee in an Assignment of Deed of Trust dated 07/28/2010 and recorded 08/12/2010 under no. 20100812000720 as follows:

"FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to Residential Funding Real Estate Holdings, LLC all beneficial interest under the certain Deed of Trust dated November 1, 1999, \* \* \* ."

"Dated: 07-28-10

"JPMorgan Chase Bank, N.A. successor by merger with Bank One, N.A."

"By: Thomas Strain

"Name: Thomas Strain

"Title: Limited Signing Officer

## EXHIBIT C

Robertson v. GMAC Mortgage, LLC et al.

Page 1 of 7

HELMUT KAH, Attorney at Law  
16818 140<sup>th</sup> Avenue NE  
Woodinville, WA 98072-9001  
Phone: 425-949-8357  
Fax: 425-949-4679  
Cell: (206) 234-7798  
Email: helmut.kah@att.net  
WSBA # 18541

1  
2           **4.4(b)** RFREH's name appears in the recitals on page 1 of the following recorded  
3 document:

4           (1) Notice of Trustee's Sale dated 12/20/2010 and recorded 12/22/2010 under  
5 no. 20101222001196.

6           **Defendant Residential Funding**  
7           **Company, LLC ["RFC-LLC"]:**

8           **4.5(a)** Defendant RFC-LLC's name appears as the purported Attorney-In-Fact for  
9 defendant **Bank of New York Trust Company** (see Complaint ¶4.10) in the following  
10 recorded document:

11           (1) Appointment of Successor Trustee dated February 17, 2007,  
12 acknowledged February 1, 2007 and recorded on 02/23/2007 under  
13 no. 20070223001307.

14           **Defendant Residential Funding**  
15           **Corporation ["RFCorp"]:**

16           **4.6(a)** Defendant RFCorp's name appears as the purported Attorney-in-Fact for  
17 defendant **Bank One National Association** on the following recorded document:

18           (1) Appointment of Successor Trustee dated 10/24/2000 and recorded on  
19 10/30/2000 under no. 20001030000943.

20           **Defendant Homecomings Financial, LLC, also known**  
21           **as Homecomings Financial Network ["Homecomings"]:**

22           **4.7(a)** Defendant Homecomings claims or has claimed to be a servicer of the  
23 obligation represented by the Nicholls note.

**EXHIBIT C**

**Robertson v. GMAC Mortgage, LLC et al.**  
**Page 2 of 7**

**HELMUT KAH**, Attorney at Law  
16818 140<sup>th</sup> Avenue NE  
Woodinville, WA 98072-9001  
Phone: 425-949-8357  
Fax: 425-949-4679  
Cell: (206) 234-7798  
Email: [helmut.kah@att.net](mailto:helmut.kah@att.net)  
WSBA # 18541

**Defendant JP Morgan Chase Bank N.A. ["Chase"]:**

**4.8(a)** Defendant CHASE's name appears on the following recorded documents as indicated:

- (1) In the signature block of an Appointment of Successor Trustee dated February 17, 2007, acknowledged/notarized 02/01/2007 and recorded on 02/23/2007 under no. 20070223001307 as follows:

"THE BANK OF NEW YORK TRUST COMPANY, N.A. AS SUCCESSOR TO JP MORGAN CHASE BANK, N.A., AS TRUSTEE, FKA THE CHASE MANHATTAN BANK AS TRUSTEE, BY: RESIDENTIAL FUNDING COMPANY, LLC, ITS ATTORNEY IN FACT."

- (2) In the recitals on page 1 of a Notice of Trustee's Sale dated March 9, 2007, and recorded on 03/13/2007 under no. 20070313001435 as follows:

"\* \* \* the beneficial interest in which was assigned by OLD KENT MORTGAGE COMPANY D.B.A. NATIONAL PACIFIC MORTGAGE TO RFC - THE BANK OF NEW YORK TRUST COMPANY, N.A. AS SUCCESSOR TO JP MORGAN CHASE BANK, N.A. AS TRUSTEE, FKA THE CHASE MANHATTAN BANK AS TRUSTEE TRUSTEE. (sic) "

- (3) In the signature block of an Assignment of Deed of Trust dated 07/28/2010 and recorded on 08/12/2010 under no. 20100812000720. See ¶ 4.4(a)(2) above.

**Defendant Bank One National Association ["Bank One"]:**

**4.9(a)** Defendant Bank One's name appears on the following recorded documents as indicated:

- (1) As assignee on a facially invalid document titled "Corporation Assignment of Mortgage" dated 01/20/2000 and recorded on 08/03/2000 under no. 20000803000299;

**EXHIBIT C**

**Robertson v. GMAC Mortgage, LLC et al.**

**Page 3 of 7**

**HELMUT KAH, Attorney at Law**  
16818 140<sup>th</sup> Avenue NE  
Woodinville, WA 98072-9001  
Phone: 425-949-8357  
Fax: 425-949-4679  
Cell: (206) 234-7798  
Email: [helmut.kah@att.net](mailto:helmut.kah@att.net)  
WSBA # 18541

1 (2) In the signature block of an Appointment of Successor Trustee dated  
2 10/24/2000 and recorded on 10/30/2000 under no. 20001030000943 as  
3 follows:

4 "Bank One, National Association, Trustee  
5 "By Residential Funding Corporation, it's Attorney in Fact"  
6 (sic)

7 (3) In the signature block of an Appointment of Successor Trustee dated April  
8 26, 2004, and recorded on 05/11/2004 under no. 20040511002214 as  
9 follows:

10 "Bank One, National Association, As Trustee"

11 (4) In the recitals on page 1 of a Notice of Trustee's Sale dated 05/25/04 and  
12 recorded on 05/27/2004 under no. 20040527001926 as follows:

13 "\*\* \* \* the beneficial interest of which was assigned to BANK  
14 ONE, NATIONAL ASSOCIATION, AS TRUSTEE, records of  
15 King County, Washington."

16 (5) In the signature block of Appointment of Successor Trustee dated  
17 12/28/2004 and recorded on 01/10/2005 under no. 20050110001517 as  
18 follows:

19 "BANK ONE NATIONAL ASSOCIATION AS TRUSTEE"

20 (6) In the recitals on page 1 of a Notice of Trustee's Sale dated February 1,  
21 2005, and recorded on 02/03/2005 under no. 20050203001608 as follows:

22 "\*\* \* \* the beneficial interest of which was assigned to BANK  
23 ONE, NATIONAL ASSOCIATION, AS TRUSTEE, records of  
King County, Washington."

(7) In the recitals on page 1 of a Notice of Trustee's Sale dated 01/09/2009  
and recorded on 01/12/2009 under no. 20090112001130 as follows:

"\*\* \* \* the beneficial interest in which was assigned by OLD  
KENT MORTGAGE COMPANY D.B.A. NATIONAL  
PACIFIC MORTGAGE to RFC-BANK ONE, NATIONAL  
ASSOCIATION, AS TRUSTEE FKA THE FIRST  
NATIONAL BANK OF CHICAGO, AS TRUSTEE."

## EXHIBIT C

Robertson v. GMAC Mortgage, LLC et al.

Page 4 of 7

HELMUT KAH, Attorney at Law  
16818 140<sup>th</sup> Avenue NE  
Woodinville, WA 98072-9001  
Phone: 425-949-8357  
Fax: 425-949-4679  
Cell: (206) 234-7798  
Email: helmut.kah@att.net  
WSBA # 18541

1 (8) In the signature block of an Assignment of Deed of Trust dated  
2 07/28/2010 and recorded on 08/12/2010 under no. 20100812000720.  
3 See ¶ 4.4(a)(2) above.

4 **Defendant Bank of New York Trust**  
5 **Company, N.A. ["BNY"]:**

6 **4.10(a)** Defendant BNY's name appears in the following recorded documents:

7 (1) In the signature block of an Appointment of Successor Trustee dated  
8 02/17/2007, acknowledged/notarized 02/01/2007 and recorded on  
9 02/23/2007 under no. 20070223001307 which is signed by RFC-LLC as  
10 BNY's purported Attorney-In-Fact, as follows:

11 "THE BANK OF NEW YORK TRUST COMPANY, N.A. AS  
12 SUCCESSOR TO JP MORGAN CHASE BANK, N.A., AS  
13 TRUSTEE, FKA THE CHASE MANHATTAN BANK AS TRUSTEE,  
14 BY: RESIDENTIAL FUNDING COMPANY, LLC, ITS ATTORNEY  
15 IN FACT."

16 (2) In the recitals on page 1 of a Notice of Trustee's Sale dated March 09, 2007  
17 and recorded on 03/13/2007 under no. 20070313001435 as follows:

18 "\*\* \* \* the beneficial interest in which was assigned by OLD KENT  
19 MORTGAGE COMPANY D.B.A. NATIONAL PACIFIC  
20 MORTGAGE to RFC - THE BANK OF NEW YORK TRUST  
21 COMPANY, N.A. AS SUCCESSOR TO JP MORGAN CHASE  
22 BANK, N.A. AS TRUSTEE, FKA THE CHASE MANHATTAN  
23 BANK AS TRUSTEE TRUSTEE. (sic) "

18 **Defendant First American Title Insurance**  
19 **Company ["First American"]:**

20 **4.11(a)** First American's name appears as a party to the following recorded  
21 documents:

22 (1) As successor trustee in an Appointment of Successor Trustee dated  
23 02/17/2007, acknowledged/notarized 02/01/2007 and recorded on  
02/23/2007 under no. 20070223001307;

**EXHIBIT C**

**Robertson v. GMAC Mortgage, LLC et al.**  
**Page 5 of 7**

**HELMUT KAH**, Attorney at Law  
16818 140<sup>th</sup> Avenue NE  
Woodinville, WA 98072-9001  
Phone: 425-949-8357  
Fax: 425-949-4679  
Cell: (206) 234-7798  
Email: [helmut.kah@att.net](mailto:helmut.kah@att.net)  
WSBA # 18541

1 (2) As Trustee in Notices of Trustee's Sale recorded on the following dates:

2 03/13/2007 under no. 20070313001435,  
3 01/12/2009 under no. 20090112001130, and  
4 03/23/2010 under no. 20100323000378.

5 (3) As Trustee in Notices of Discontinuance of Trustee's Sale recorded on the  
6 following dates:

7 09/05/2007 under no. 20070905000989,  
8 06/17/2010 under no. 20100617000457, and  
9 06/17/2010 under no. 20100617000458.

**Defendant Executive Trustee Services, LLC ["ETS"]:**

10 **4.12(a) Defendant ETS's name appears on the following recorded documents as the**  
11 **entity to which documents should be returned after recording:**

- 12 (1) Appointment of Successor Trustee dated 02/17/2007, acknowledged/  
13 notarized 02/01/2007 and recorded on 02/23/2007 under no.  
14 20070223001307;  
15 (2) Notice of Trustee's Sale dated 03/09/2007 and recorded on 03/13/2007  
16 under no. 20070313001435;  
17 (3) Notice of Discontinuance of Trustee's Sale dated 08/30/2007 and recorded  
18 on 09/05/2007 under no. 20070905000989;  
19 (4) Notice of Trustee's Sale dated 01/09/2009 and recorded on 01/12/2009  
20 under no. 20090112001130;  
21 (5) Appointment of Successor Trustee dated 02/16/2010 and recorded on  
22 02/17/2010 under no. 20100217000758;  
23 (6) Notice of Trustee's Sale dated 03/22/2010 and recorded on 03/23/2010  
under no. 20100323000378;  
(7) Notice of Discontinuance of Trustee's Sale dated 06/16/2010 and recorded  
on 06/17/2010 under no. 20100617000457;

**EXHIBIT C**

**Robertson v. GMAC Mortgage, LLC et al.**  
**Page 6 of 7**

**HELMUT KAH**, Attorney at Law  
16818 140<sup>th</sup> Avenue NE  
Woodinville, WA 98072-9001  
Phone: 425-949-8357  
Fax: 425-949-4679  
Cell: (206) 234-7798  
Email: [helmut.kah@att.net](mailto:helmut.kah@att.net)  
WSBA # 18541

- 1 (8) Notice of Discontinuance of Trustee's Sale dated 06/16/2010 and recorded  
2 on 06/17/2010 under no. 20100617000458;
- 3 (9) Notice of Discontinuance of Trustee's Sale dated 06/22/2010 and recorded  
4 on 06/24/2010 under no. 20100624000425;
- 5 (10) Notice of Trustee's Sale dated 12/20/2010 and recorded on 12/22/2010  
6 under no. 20101222001196. Cover sheet of Notice mailed to Plaintiff  
7 directs, "Send Payments to: ETS [Burbank, CA address]"
- 8 (11) Notice of Discontinuance of Trustee's Sale dated 05/26/2011 and recorded  
9 on 06/07/2011 under no. 20110607001051; and
- 10 (12) Notice of Discontinuance of Trustee's Sale dated 06/07/2010 and recorded  
11 on 06/07/2011 under no. 20110607001165.

**Defendant LSI Title Agency, Inc. ["LSI"]:**

**4.13(a) LSI's name appears as a party to the following recorded documents:**

- 12 (1) As successor trustee in an Appointment of Successor Trustee dated  
13 02/16/2010 and recorded on 02/17/2010 under no. 20100217000758.
- 14 (2) As Trustee in a Notice of Trustee's Sale dated 03/22/2010 and recorded  
15 03/23/2010 under no. 20100323000378.
- 16 (3) As Trustee in a Notice of Discontinuance of Trustee's Sale dated 06/22/2010  
17 and recorded on 06/24/2010 under no. 20100624000425.
- 18 (4) As Trustee in a Notice of Trustee's Sale dated 12/20/2010 and recorded on  
19 12/22/2010 under no. 20101222001196.
- 20 (5) As Trustee in a Notice of Discontinuance of Trustee's Sale dated 05/26/2010  
21 and recorded on 06/07/2011 under no. 20110607001051.
- 22 (6) As Trustee in a Notice of Discontinuance of Trustee's Sale dated 06/07/2011  
23 and recorded on 06/07/2011 under no. 20110607001165.

**EXHIBIT C**

**Robertson v. GMAC Mortgage, LLC et al.**

**Page 7 of 7**

**HELMUT KAH**, Attorney at Law  
16818 140<sup>th</sup> Avenue NE  
Woodinville, WA 98072-9001  
Phone: 425-949-8357  
Fax: 425-949-4679  
Cell: (206) 234-7798  
Email: [helmut.kah@att.net](mailto:helmut.kah@att.net)  
WSBA # 18541

**Exhibit 1-B**

**Claim No. 2386**



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

<b>UNITED STATES BANKRUPTCY COURT      Southern District of New York</b>		<b>PROOF OF CLAIM</b>						
Name of Debtor: <b>EXECUTIVE TRUSTEE SERVICES, LLC</b>		Case Number: <b>12-12020 (MG)</b>						
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): <b>Duncan K. Robertson</b>		<div style="font-size: 24pt; font-weight: bold;">RECEIVED</div> <div style="font-size: 18pt; font-weight: bold;">NOV 05 2012</div> <div style="font-weight: bold;">KURTZMAN CARSON CONSULTANTS</div>						
Name and address where notices should be sent: <b>Duncan K. Robertson          3520 SE Harold Court          Portland, OR 97202-4344</b>  Telephone number: (503) 775-9164      email: <b>uncadunc1@aol.com</b>								
Name and address where payment should be sent (if different from above):   Telephone number:                      email:		<div style="text-align: center;"><b>COURT USE ONLY</b></div> <input type="checkbox"/> Check this box if this claim amends a previously filed claim.  Court Claim Number: _____ (If known)  Filed on: _____						
<b>1. Amount of Claim as of Date Case Filed:</b> \$ <u>178,218.00</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.								
<b>2. Basis for Claim:</b> <u>Injuries/damages, see Exhibit POC-A: Verified Complaint</u> (See instruction #2)								
<b>3. Last four digits of any number by which creditor identifies debtor:</b>	<b>3a. Debtor may have scheduled account as:</b> _____ (See instruction #3a)	<b>3b. Uniform Claim Identifier (optional):</b> _____ (See instruction #3b)						
<b>4. Secured Claim</b> (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.  <b>Nature of property or right of setoff:</b> <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____  <b>Value of Property:</b> \$ _____  <b>Annual Interest Rate</b> _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		<b>Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any:</b> \$ _____  <b>Basis for perfection:</b> _____  <b>Amount of Secured Claim:</b> \$ _____  <b>Amount Unsecured:</b> \$ _____						
<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.</b>  <table style="width: 100%;"> <tr> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).         </td> <td style="width: 33%; vertical-align: top;"> <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).         </td> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).         </td> </tr> <tr> <td style="vertical-align: top;"> <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).         </td> <td style="vertical-align: top;"> <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).         </td> <td style="vertical-align: top;"> <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)( ).         </td> </tr> </table> <div style="text-align: right; margin-top: 10px;"> <b>Amount entitled to priority:</b>          \$ _____       </div>			<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)( ).
<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)( ).						
*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.								
<b>6. Credits.</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)								



121202812110500000000001

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: **Attached: Breakout and Exhibit POC-A (Verified Complaint & Exhibits A, B and C)**

**8. Signature:** (See instruction #8)

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: **Duncan K. Robertson**

Title: \_\_\_\_\_

Company: \_\_\_\_\_

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

(Signature)

(Date)

Telephone number: \_\_\_\_\_ email: \_\_\_\_\_

*Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.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 is entirely unsecured. (See Definitions the nature and value of property the documentation, and state, as of the rate (and whether it is fixed or variable).

**5. Amount of Claim Entitled to:**

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.

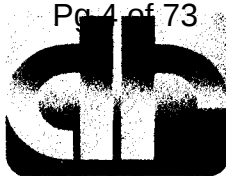
**8. Date and Signature:**

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.

**RECEIVED**

NOV 05 2012

**KURTZMAN CARSON CONSULTANTS**



Duncan Robertson  
3520 S.E. Harold Court  
Portland, OR 97202-4344  
Tel & Fax: (503)775-9164  
Uncadunc1@aol.com

Residential Capital Claims Processing Center  
c/o KCC  
2335 Alaska Avenue,  
El Segundo, California 90245

October 31, 2012

REF: *In Re RESIDENTIAL CAPITAL, LLC, et al.*  
Case No. 12-12020 (MG)  
Proofs of Claims

Dear KCC and Court:

Enclosed please find the following Proofs of Claim and materials for:

- **GMAC Mortgage, LLC** and Proof of Claim Breakdown
- **Executive Trustee Services, LLC** and Proof of Claim Breakdown
- **Residential Funding Real Estate Holdings, LLC** and Proof of Claim Breakdown
- **Residential Funding Company, LLC** and Proof of Claim Breakdown
- **Homecomings Financial, LLC** and Proof of Claim Breakdown
- **EXHIBIT POC-A – Verified Complaint and Exhibits A, B & C.** This document is exhibit to each of the above proofs of claim.

If you would prefer to have a separate copy of EXHIBIT POC-A for each individual Proof of Claim please let me know. I am assuming that you scan it, and simply attach a copy of that scan to each file.

Attorney Helmut Kah has resigned as my attorney and I am proceeding pro se, which is why his address block has been X'd out on the first page of EXHIBIT POC-A. Please direct all notices to me at the above address and as provided on the Proofs of Claim.

Thank You,

Duncan K. Robertson  
Claimant  
3520 SE Harold Court  
Portland, OR 97202-4344  
Phone & Fax: (503)775-9164  
Uncadunc1@aol.com

**PROOF OF CLAIM BREAKDOWN**

**EXECUTIVE TRUSTEE SERVICES, LLC, Debtor**

*In Re RESIDENTIAL CAPITAL, LLC, et al.*

(Jointly Administered)

**United States Bankruptcy Court**

**Southern District of New York**

**Case No. 12-12020 (MG)**

**(Chapter 11)**

**CREDITOR: Duncan K. Robertson**

The following breakdown of claim is based upon attached Verified Complaint, *Exhibit POC-A* (as updated for attorney fees) for claims to 05/14/2012.

Damages resulting from break-ins (trebled under RCW 4.24.630)	3,450
Loss of Property value	155,575
Loss of use of Property or proceeds therefrom \$207,787 (av. value) x .1 / 12 * 39 months) <sup>1</sup>	67,531
Cost of loan taken out to tender payment (Citi Visa)	780
Losses from forced sale of securities	50,608
Loss of use of funds from above securities losses (losses x .1/year) <sup>1</sup>	15,860
Losses from readiness to tender payment	67,248
Research, expenses under RCW 9A.82.100	25,499
Travel Expense	<u>500</u>
Tangible Economic Losses to 05/14/12:	\$319,803
Personal Injuries and intentional infliction of emotional distress <sup>2</sup> (estimated here at 2 x Tangible Economic Losses)	639,606
Attorney Fees to 05/13/2012	22,869
<b>Costs –</b>	
a. Litigation Guarantee – Fidelity Nat. Title	839
b. court costs (filing, service, jury fee – not included)	
c. Hotel etc. to attend trial (not included)	

<sup>1</sup> “Compensation award for the loss of use of the monetary value of the taking from the time of the taking until just compensation is paid.” (language from *Ethridge v. Hwang*, 105 Wn. App. 447 (Aug., 1997) (based upon a taking of land causing it to be unavailable for use).

<sup>2</sup> See *Kloepfel v. Bokor*, 149 Wn.2d 192, 194 (Apr. 2003); *Cagle v. Burns & Roe*, 106 Wn.2d 911, 726 P.2d 434 (Oct. 9, 1986)

d. Additional attorney fees for courtroom attorney (not included)

e. Property taxes paid while defending property (not included)

Treble Damages allowable under RCW 9A.82.100(4)(d)  
and RCW 19.86.090 (only one included) 25,000

Additional compensation as court may award (not included)

Adverse tax consequences (\$1Mil at est.18% tax rate) 180,000

TOTAL OF CLAIM (subject to adjudication) \$1,188,117

Also not included in above are property taxes paid while defending property.

Claim against EXECUTIVE TRUSTEE SERVICES, LLC is 15% of the above total  
(See Exhibit POC-A, Page 49) **\$178,218**

A Motion for Relief From Stay is being filed in this proceeding so that these claims may be properly adjudicated in the only court qualified to do so: King County Superior Court, WA.

I certify under penalty of perjury that the above information is true and correct to the best of my knowledge, information, and reasonable belief.

Signed,



Duncan K. Robertson

Claimant

3520 SE Harold Court

Portland, OR 97202-4344

Phone & Fax: (503)775-9164

Uncadunc1@aol.com

10/31/2012  
Date

**SUPERIOR COURT OF WASHINGTON  
COUNTY OF KING**

Duncan K. Robertson,

Plaintiff,

vs.

GMAC Mortgage, LLC; Executive  
Trustee Services, LLC; Residential  
Funding Real Estate Holdings, LLC;  
Residential Funding Company, LLC;  
Residential Funding Corporation;  
Homecomings Financial, LLC; LSI Title  
Agency, Inc.; JP Morgan Chase Bank  
N.A.; Bank One National Association;  
Bank of New York Trust Company N.A.;  
First American Title Insurance Company;  
DOES 1- 100; and all other persons or  
parties unknown claiming any right, title,  
estate, lien, or interest in the real estate  
described herein,

Defendants.

**NO. 12-2-19854-3 SEA**

**VERIFIED COMPLAINT FOR:**

- (1) QUIET TITLE;
- (2) WRONGFUL FORECLOSURE;
- (3) MISREPRESENTATION;
- (4) TRESPASS;
- (5) FRAUD & DECEPTION;
- (6) INFLICTION OF EMOTIONAL  
DISTRESS;
- (7) VIOLATION OF DUTY OF GOOD  
FAITH AND FAIR DEALING;
- (8) AGENCY LIABILITY (CONSPIRACY);
- (9) VIOLATION OF WASHINGTON  
"LITTLE RICO" STATUTES;
- (10) VIOLATIONS OF CONSUMER  
PROTECTION ACT.

**I. INTRODUCTION**

**1.1 Definitions of terms frequently used herein:**

(a) The **"Property"**. Residential real property and improvements commonly known  
as 12002 4th Avenue Southwest, Seattle, Washington, 98146, Tax Parcel No. 072304-9322-

**COMPLAINT FOR QUIET TITLE, INJUNCTIVE RELIEF,  
DECLARATORY RELIEF, DAMAGES, AND OTHER RELIEF**

Page 1 of 54

**EXHIBIT POC-A**

XXXXXXXXXXXXXXXXXXXX  
16818 140th Avenue NE  
X XXXXXXXXXXXXXXXX  
Phone: 425-949-8357  
Fax: 425-949-8357  
Cell: (206) 254-9758  
XXXXXXXXXXXXXXXXXXXX  
WSBA # 18541

04. The legal description of the Property is attached as Exhibit "A" and incorporated by this reference.

(b) "**Nicholls Note**". An Adjustable Rate Note in the face amount of \$100,000 which, upon information and belief, was executed by Linda C. Nicholls ("Nicholls") as Borrower, to "Old Kent Mortgage Company, d.b.a. National Pacific Mortgage, a Michigan Corporation" ("Old Kent") as Lender, on November 1, 1999, contemporaneously with the Nicholls DOT (below). The Nicholls Note was not a "loan for purchase."

(c) "**Nicholls DOT**". A Deed of Trust<sup>1</sup> encumbering the Property, purportedly securing the Nicholls Note, and dated November 1, 1999, which names one Linda C. Nicholls ("Nicholls") as Grantor, Old Kent Mortgage Company d.b.a. National Pacific Mortgage as Lender/Beneficiary, and N.P. Financial Corporation as Trustee.

(d) All uses of the term "**Recorded**" herein indicate that the referenced document was recorded in the Official Public Records of the Recorder's Office, King County, Washington.

(e) The term "**Beneficiary**" (of a deed of trust) means: "the holder of the instrument or document evidencing the obligations secured by the deed of trust, excluding persons holding the same as security for a different obligation." (RCW 61.24.005(2))

**1.2** Upon information and belief, all actions of Defendants herein, and all assertions by Defendants, or any of them, of an interest in the Property, are related to the Nicholls Note and/or Nicholls DOT.

**1.3** Plaintiff Duncan K. Robertson ("**Robertson**") brings this action for quiet title to the Property described in ¶ 1.1(a) above, and for other relief as set forth below.

**1.4** No claim is made herein under any laws of the United States.

<sup>1</sup> Nicholls DOT: King County Recorder # 19991115001505.

1  
2 **II. JURISDICTION AND VENUE**

3 2.1 All allegations above are re-alleged as though fully set forth.

4 2.2 The court has jurisdiction over the parties to this complaint because at all times  
5 relevant the parties were either residents of the state of Washington, were incorporated under  
6 the laws of the state of Washington, were authorized to and/or did business in the state of  
7 Washington, or were subject to Chapter 23B.18 RCW, committed or directed improper,  
8 tortious, or fraudulent acts against Plaintiff's interest in the Property, or claimed some interest  
9 (whether valid or not) in the Property which is located in the city of Seattle, King County,  
10 Washington. RCW 4.28.185; RCW 23B.18.060.

11 2.3 The Court has jurisdiction over the subject matter of this action.

12 2.4 Venue is properly placed in this Court because the subject matter of this action  
13 is the Property located in King County, Washington. RCW 4.12.010(1).

14  
15 **III. PLAINTIFF**

16 3.1 Plaintiff Duncan K. Robertson (herein "**Robertson**") is a single man residing  
17 in the city of Portland, Multnomah County, state of Oregon.

18 **IV. DEFENDANTS**

19 4.1 All allegations above are re-alleged as though fully set forth.

20 4.2 All Defendants named herein, except **GMAC Mortgage, LLC**, ("**GMAC**")  
21 and **Homecomings Financial, LLC**, (herein "**Homecomings**"), are referenced by name as a  
22 party to or in the recitals within one or more Recorded documents. The recorded instruments  
23 which are the apparent sources of defendants' claims regarding the subject real property are



1 indexed in Exhibit "C" attached hereto and referenced therein to the paragraph numbers  
2 below (i.e. + (a), (b), etc.).

3       **4.3** Defendant **GMAC Mortgage, LLC**, ("GMAC") is a Delaware limited  
4 liability company.

5       **4.4** Defendant **Residential Funding Real Estate Holdings, LLC<sup>2</sup>**, ("RFREH") is  
6 a Delaware limited liability company and a wholly owned subsidiary of Defendant **GMAC**.

7       **4.5** Defendant **Residential Funding Company LLC** ("RFC-LLC") is a Delaware  
8 limited liability company and a wholly owned subsidiary of Defendant **GMAC**. The  
9 company engages in the business of, among other things, acquiring residential mortgage loans  
10 and selling those loans through securitization programs.

11       **4.6** Defendant **Residential Funding Corporation** ("RFCorp") was a Delaware  
12 Corporation, although also registered as a Minnesota corporation<sup>3</sup>, and is or was a wholly  
13 owned subsidiary of Defendant **GMAC**. **RFCorp** is believed to have been merged into  
14 **RFC-LLC** and to have used the logo "GMAC-RFC", as does its successor.

15       **4.7** Defendant **Homecomings Financial, LLC**, formerly known as **Homecomings**  
16 **Financial Network, Inc.**, (herein "**Homecomings**") is a Delaware limited liability company  
17 and a wholly owned subsidiary of Defendant **GMAC**.

18       **4.8** Defendant **JP Morgan Chase Bank N.A.**, ("Chase") [see footnote 2] is a  
19 national bank with a principal place of business in Columbus, Ohio. In 2004 **Chase** became  
20 the successor by merger to **Bank One National Association** (§ 4.9 below).

21       **4.9** Defendant **Bank One National Association** ("Bank One") [footnote 2] is or  
22

22 <sup>2</sup> Defendant is a Nonadmitted Organization operating in Washington under Chapter 23B.18 RCW.

23 <sup>3</sup> Minnesota Secretary of State shows two corporations with this name, one domestic, one foreign with  
a Pennsylvania address. Both are listed as inactive.

1 was a Delaware corporation or bank with its principal place of business in Chicago, IL.<sup>4</sup>

2       **4.10 Defendant Bank of New York Trust Company, N.A. ("BNY")** [see footnote  
3 2] is a nationally chartered trust company who, upon information and belief, is a wholly  
4 owned subsidiary of The Bank of New York Mellon Corporation, a Delaware corporation.

5       **4.11 Defendant First American Title Insurance Company ("First American")** is,  
6 upon information and belief, a California corporation which was once registered as a  
7 Washington domestic corporation, and licensed as a resident Title Insurance Company of  
8 Washington (see ¶ 10.2).

9       **4.12 Defendant Executive Trustee Services, LLC ("ETS")** is a Delaware limited  
10 liability company doing business in Washington through offices in California.<sup>5</sup> ETS is  
11 believed to be a wholly owned subsidiary of GMAC.

12       **4.13 Defendant LSI Title Agency, Inc. ("LSI")** is an Illinois corporation claiming  
13 to be a Resident Title Insurance Agency in the state of Washington. At all relevant times  
14 herein LSI purports to be qualified to act as a trustee under Washington Deed of Trust Act  
15 ("WDTA").

16       **4.14 Claims of Unknown Parties.** All other persons or parties unknown claiming  
17 any right, title, estate, lien, or interest in the real estate described in the complaint herein.  
18 Defendants DOES 1 – 100 are fictitious names for individuals, or entities, or affiliates or  
19 subsidiaries of one or more of the other named Defendants, whose names are unknown to

20  
21 <sup>4</sup> **Bank One** was merged into **Chase** on July 1, 2004 and at that time ceased to exist as a separate  
business entity.

22 <sup>5</sup> California Secretary of State shows that Executive Trustee Services, Inc. surrendered its California  
corporate registration status in 1997. An entity named ETS Group, LLC, registered as an LLC in  
23 California on 04/07/2009 as a resident entity; Executive Trustee Services, LLC, is a dba of ETS  
Group, LLC, registered 5/4/2009 in Los Angeles County (ETS was not licensed in the state of  
California between 1997 and 05/04/2009, see e.g. ¶ 5.24, Exhibit C ¶ 4.12(a)(1 – 4)).

Plaintiff at this time and who may have liability for some or all of the conduct alleged herein.

Defendants DOES 1 – 100 may be individuals, corporations, partnerships, limited partnerships, limited liability companies, or any other form of legal entity. On information and belief, DOES 1 – 100 are responsible and liable in some way for the claims herein. When the names of said Defendants are ascertained, this complaint shall be amended accordingly.

**4.15 Defendants GMAC, RFREH, RFC-LLC, RFCorp, Homecomings, and ETS, are sometimes hereinafter referred to collectively as “GMAC Group”.**

**4.16** Upon information and belief, Plaintiff alleges the existence of agency relationships between Defendants during material times herein. The specific terms and conditions of any such agency relationships, representation, or employment relationship as between one or more of the Defendants, are unknown to Plaintiff.

## V. FACTUAL BACKGROUND

**5.1 All allegations set forth above are re-alleged as though fully set forth herein.**

**5.2** Plaintiff acquired fee simple title to the Property on October 3, 2008, pursuant to a Trustee's Deed which was Recorded on October 7, 2008.<sup>6</sup> A true copy of Plaintiff's Trustee's Deed is attached hereto as Exhibit B and is hereby incorporated.

**5.3** Plaintiff has paid toward King County taxes on the Property from November 2009 through the present.

**5.4** Immediately following his purchase of the Property at the September 26, 2008 trustee's sale (See 5.2 above), Plaintiff began to pursue the process of marketing and/or

<sup>6</sup> Trustee's Deed issued by Ryan D. Griffin, Trustee, on October 3, 2008 and Recorded on October 7, 2008 under # 20081007001048. Attached as Exhibit B.

1 developing of the Property, which at that time was valued at \$285,000.<sup>7</sup>

2       **5.5** Plaintiff promptly undertook to ascertain, pay, and extinguish all valid  
3 subsisting liens and encumbrances Recorded against the Property in order to clear his title and  
4 gain the ability to make beneficial use thereof.

5       **5.6** The Nicholls DOT, dated November 1, 1999, was among the Recorded  
6 purported encumbrances.

7       **5.7** Nicholls acquired her interest in the Property by way of a Personal  
8 Representative's Statutory Warranty Deed dated November 5, 1999 and Recorded on  
9 November 15, 1999 under instrument no. 19991115001504. Nicholls had no power to grant<sup>8</sup>  
10 the Nicholls DOT on November 1, 1999. RCW 64.04.010, 020.

11       **Plaintiff's futile efforts to clear the apparent Nicholls**  
12       **encumbrance through Defendant Homecomings**

13       **5.8** At various times relevant hereto, Defendant **Homecomings** has acted or  
14 claimed to act as a servicer of the Nicholls Note and DOT.

15       **5.9** On September 30, 2008 Plaintiff's counsel informed **Homecomings** by  
16 telephone that Plaintiff had purchased the Property and wished to remove the Property  
17 encumbrance represented by the Nicholls DOT, and requested the pay-off amount for the  
18 Nicholls Note that it purportedly secured.

19       **5.10** **Homecomings** refused to provide Plaintiff's counsel the requested pay-off  
20 information.

21 <sup>7</sup> Per Appraisal provided by John Bauer (Zip Realty), October, 2008.

22 <sup>8</sup> RCW 61.24.005(7). A Washington deed of trust encumbers "the person's interest in property" at the  
23 time the DOT is executed. A deed of trust conveys to trustee the power of sale, not title; "When a deed  
of trust is foreclosed, the trustee sells only such title as the grantor held at the time the deed was  
granted \* \* \*" (*Mann v. Household Finance Corp. III*, 109 Wn. App. 387, 388 (Dec. 11, 2001)).

1       **5.11** On or about October 24, 2008 Plaintiff personally communicated with  
2 **Homecomings** via telephone as follows.

- 3           (a) Plaintiff again requested the payoff amount on the Nicholls Note;  
4           (b) Plaintiff offered to bring the Nicholls loan account current  
5               pending **Homecomings'** review and determination of the payoff  
6               amount;  
7           (c) **Homecomings** confirmed that it is the servicer of the Nicholls  
8               loan account;  
9           (d) **Homecomings** stated that the Nicholls loan is not assumable;  
10          (e) Plaintiff provided **Homecomings** with his name, address, and  
11               telephone number;  
12          (f) Plaintiff affirmed that upon being informed of the payoff amount  
13               he would complete the pay-off transaction through escrow;  
14          (g) **Homecomings** agreed to provide Plaintiff a full pay-off  
15               statement within five days.

16       **5.12** In reliance upon **Homecomings'** promise to provide the payoff statement,  
17 Plaintiff began making arrangements to obtain a loan and took a \$26,000 draw on his Citi  
18 MasterCard at a cost of \$780 to gather the funds needed for the full payoff.

19       **5.13** Plaintiff's counsel arranged for Fidelity National Title Company of Bellevue,  
20 King County, Washington to act as escrow for the payoff transaction with **Homecomings**.

21       **5.14** **Homecomings** failed to provide the payoff statement (see ¶ 5.11(g) above), or  
22 any other information.

23       **5.15** **Homecomings** failed to further communicate with Plaintiff. (see ¶ 5.11).

**5.16** By January 2009 Plaintiff had arranged to clear all encumbrances Recorded  
against the Property except the Nicholls DOT.

1           **5.17** In January 2009 Plaintiff through counsel mailed the following to  
2 **Homecomings** by certified mail, received by **Homecomings** on January 31, 2009:

3                   (a) verification of Plaintiff's ownership of the Property,

4                   (b) a chronological statement of events including Plaintiff's efforts to resolve  
5 the matter, and

6                   (c) an offer dated January 26, 2009 to pay \$90,000.00 in full satisfaction of the  
7 Nicholls Note and Deed of Trust, the transaction to be processed in escrow.

8           **5.18** Anticipating cooperation by **Homecomings**, Plaintiff cashed out \$28,887 in  
9 securities, taking a \$653 loss at that time,<sup>9</sup> in order to accumulate funds for the full payoff of  
10 the Nicholls DOT encumbrance.

11           **5.19** **Homecomings** failed to respond in any way to Plaintiff's written advisory and  
12 offer described in ¶ 5.17, above.

13           **5.20** As a direct and proximate result of **Homecomings'** failure and refusal to  
14 communicate and cooperate with Plaintiff's efforts to remove the Nicholls' DOT  
15 encumbrance from the Property, Plaintiff's plans to renovate, rent, develop, and/or market the  
16 Property were defeated, and Plaintiff sustained substantial monetary injury and damage in an  
17 amount to be proven at trial.

18           **First American and ETS pursue nonjudicial**  
19           **foreclosure proceedings against the Property**  
20           **without notice to Plaintiff:**

21           **5.21** Although Plaintiff's Trustee's Deed was Recorded on October 7, 2008,  
22 Defendants **First American** and **ETS** pursued a series of nonjudicial deed of trust foreclosure

23           <sup>9</sup> Losses shown here and in ¶ 5.54 are computed on tax basis only - cost of securities less proceeds of sale thereof. Subsequent losses of what securities would be worth today and loss of use of funds to be proven at trial.

1 proceedings against the Property in 2009 without notice to Plaintiff, contrary to and in  
2 violation of RCW 61.24.040(1)(b)(iii).

3       **5.22** On January 12, 2009, a *Notice of Trustee's Sale*<sup>10</sup> was Recorded scheduling a  
4 nonjudicial foreclosure sale of the Property on April 17, 2009.

5       **5.23** The January 12, 2009 *Notice of Trustee's Sale* (§ 5.22) was issued in the name  
6 of **First American Title Insurance Company** as the foreclosing Trustee and **Bank One** "as  
7 trustee" as Beneficiary of the Nicholls DOT (See Exhibit C § 4.9(a)(7)).

8       **5.24** Upon information and belief, the January 12, 2009 *Notice of Trustee's Sale*  
9 (§ 5.22) was drafted, prepared, Recorded, and processed by Defendant **ETS**.

10       **5.25** Upon information and belief, Plaintiff alleges that Defendant **GMAC** directed  
11 the activities of **First American** and **ETS** regarding the nonjudicial foreclosure process  
12 initiated by the January 12, 2009 *Notice of Trustee's Sale* (§ 5.22).

13       **5.26** The April 17, 2009 nonjudicial foreclosure sale of the Property was  
14 rescheduled to June 12, 2009.

15       **5.27** Plaintiff was unaware of the nonjudicial foreclosure proceedings and was not  
16 given notice of the change of the sale date from April 17 to June 12, 2009. (§ 5.26)

17       **5.28** On June 9, 2009 Plaintiff for the first time learned of the foreclosure  
18 proceedings when an individual interested in bidding at the June 12 sale contacted him and  
19 mentioned the pending foreclosure sale.

20       **5.29** Plaintiff was alarmed and distraught upon learning on June 9, 2009 that his  
21 Property was scheduled to be auctioned off at a nonjudicial foreclosure sale a mere three (3)  
22 days later.

23 <sup>10</sup> **First American Notice of Trustee's Sale** Recorded under No. 20090112001130

1           **5.30** Plaintiff immediately contacted his counsel, who promptly and relentlessly  
2 pursued contact with the named trustee, **First American**, in efforts to stop the unlawful June  
3 12, 2009 nonjudicial foreclosure sale of the Property.

4           **5.31** Although **First American** is identified as the trustee and its address and a  
5 “Sale Line” phone number are contained in the January 12, 2009 *Notice of Trustee’s Sale*,  
6 **First American** refused any discussion of the foreclosure with Plaintiff’s counsel and  
7 redirected him to contact **ETS**.

8           **5.32** Upon information and belief, Plaintiff alleges that **First American** performed  
9 no role as trustee under the Nicholls DOT, other than renting its name, and signatures (if  
10 indeed genuine) on documents, to ETS to create an appearance of legitimacy.

11           **5.33** Upon information and belief, **First American** was trustee under the Nicholls  
12 DOT in name only and all trustee functions were abdicated to and usurped by **ETS**.

13           **5.34** On June 10, 2009 Plaintiff’s counsel:

- 14                   (a) faxed a copy of Plaintiff’s Trustee’s Deed to **ETS** showing that  
15                   Plaintiff is the fee simple owner of the Property, and  
16                   (b) informed **ETS** that Plaintiff had not been provided notice of the  
17                   non-judicial foreclosure sales scheduled for either April 17, 2009  
18                   or June 12, 2009 (footnote 10 above).

19           **5.35** **ETS** represented to Plaintiff’s counsel on June 10, 2009 that **GMAC** is the  
20 holder of the Nicholls Note.

21           **5.36** In the June 10, 2009 communications with Plaintiff’s counsel (¶ 5.34 above):

- 22                   (a) **ETS** refused to cancel, discontinue, or postpone the June 12,  
23                   2009 trustee’s sale, and  
                     (b) **ETS** refused to provide Plaintiff any contact information of the



1 purported holder of the Nicholls Note, GMAC.

2 (c) These refusals were despite ETS knowledge that Plaintiff is the  
3 fee simple owner of the Property, that Plaintiff was not served  
4 with the January 12, 2009 *Notice of Trustee's Sale*, or the April  
5 17, 2009, or June 12, 2009, nonjudicial foreclosure sale dates.

6 **5.37** Fortuitously but unknown to Plaintiff at the time, the June 12, 2009 trustee's  
7 sale of the Property did not go forward because Linda Nicholls had filed a personal  
8 bankruptcy petition on May 7, 2009 which automatically stayed the sale.

9 **5.38** In June 2009 Plaintiff's counsel asked ETS to obtain from Homecomings and  
10 provide the pay-off amount on the Nicholls' Note as of October 2008.

11 **5.39** On June 16, 2009, apparently in response to the inquiry described in ¶ 5.38  
12 above, Plaintiff's counsel received a fax sent from an unidentified fax machine titled: "To:  
13 Linda C. Nicholls" and "Statement Sent to Name: ADDL F/C ARE \$448 G/T 06/26/09." The  
14 only address included was a P.O. Box in Waterloo, IA. The fax requested payment be sent in  
15 an amount approximately \$27,500 more than Plaintiff believes was owed on the Nicholls  
16 Note as of October, 2008.

17 **5.40** The *Notice of Trustee's Sale* Recorded January 12, 2009 (see ¶ 5.22, above),  
18 recites as follows that the beneficial interest in the Nicholls DOT had been:

19 "assigned by OLD KENT MORTGAGE COMPANY D.B.A.  
20 NATIONAL PACIFIC MORTGAGE to RFC-BANK ONE,  
21 NATIONAL ASSOCIATION, AS TRUSTEE FKA THE FIRST  
22 NATIONAL BANK OF CHICAGO, AS TRUSTEE." <sup>11</sup>

23 **5.41** Having learned through his own research that Bank One no longer existed and

<sup>11</sup> Bank One wholly merged into and was succeeded by defendant Chase almost five years earlier on July 1, 2004.

1 had been succeeded by **Chase**, Plaintiff himself contacted **Chase** to obtain the pay-off  
2 amount. **Chase** instructed Plaintiff to fax his inquiries and requests to **Chase's Escalated Lien**  
3 Release Department.

4       **5.42** On June 10, 2009, as instructed, Plaintiff faxed his inquiries and requests to  
5 **Chase's Escalated Lien Release Department** together with a copy of his Trustee's Deed and  
6 the Nicholls DOT.

7       **5.43** Plaintiff's fax (§ 5.42 above) asked **Chase** for the pay-off amount on the  
8 Nicholls loan together with explanation of how the payoff figure was calculated or, in the  
9 alternative, that the Property be released from the lien of the Nicholls DOT.

10       **5.44** **Chase** copied Plaintiff with emails in which **Chase** stated that:

11           (a) **Chase** had "acted only in a trustee capacity" with respect to the  
12 Nicholls loan, and

13           (b) that the Defendants **RFCorp** (as a servicer), **BNY**, and **GMAC**  
14 may have some unspecified involvement with the Nicholls Note  
and/or DOT.

15       **5.45** **Chase** failed to provide Plaintiff any pay-off information and did not release  
16 the Property from the lien of the Nichols DOT.

17       **5.46** **First American** and/or **ETS** rescheduled the nonjudicial foreclosure sale of  
18 the Property, this time to July 10, 2009, and did not notify Plaintiff of the new sale date or that  
19 they were going ahead in their attempts to sell the Property.

20       **5.47** On July 7, 2009 Plaintiff fortuitously learned of the rescheduled foreclosure  
21 sale date of July 10, 2009, and notified his counsel.

22       **5.48** Plaintiff's counsel immediately phoned **ETS** and demanded that the unlawful  
23 sale scheduled for July 10 be stopped. **ETS** refused to stop the sale.

1       **5.49** Plaintiff's counsel contacted Chase in the early morning of Thursday, July 9,  
2 2009 protesting the rescheduled sale of Property on July 10.

3       **5.50** Chase advised Plaintiff's counsel to contact a James Barden ("Barden"),  
4 corporate lawyer of "GMAC RESCAP," and provided Barden's telephone number.

5       **5.51** Plaintiff's counsel contacted Barden, and Barden promised to "cancel" the  
6 Friday, July 10, 2009 trustee's sale.

7       **5.52** The nonjudicial foreclosure sale did not go forward on July 10, 2009, but the  
8 *Notice of Trustee's Sale* Recorded on January 12, 2009 was not withdrawn or discontinued.  
9 Instead, it remained a matter of record and a cloud on Plaintiff's title until *Notice of*  
10 *Discontinuance* was finally Recorded on June 17, 2010, only after much time, effort, and  
11 expense had been sustained by Plaintiff.

12       **5.53** On July 20, 2009 Plaintiff's counsel submitted to GMAC's counsel Barden via  
13 email a summary of the matter to date, a protest of GMAC's conduct, and requested:

- 14           (a) Identification of the holder of the Nicholls Note and Beneficiary  
15           of the Nicholls DOT;
- 16           (b) An explanation of the Recorded Old Kent *Assignment of Deed of*  
17           *Trust*<sup>12</sup> to Bank One "as trustee" where no Beneficiary was  
18           named. (See ¶ 6.8 below)
- 19           (c) That Barden establish his authority to resolve the matter, or -
- 20           (d) The name, address and phone number of a contact person with  
21           such authority whom Plaintiff may communicate to resolve the  
22           matter; and
- 23           (d) (by implication) The proper (October, 2008) pay-off figure on

<sup>12</sup> Assignment of Nicholls Deed of Trust, Old Kent to Bank One, King County Recorder  
#20000803000299.

1 the Nicholls note and Deed of Trust.

2 **5.54** Relying on Barden's asserted authority to resolve the matter, and in  
3 anticipation of finally obtaining the just pay-off amount together with identification of the  
4 person with authority to receive the payoff and remove the Nicholls DOT lien from the  
5 Property, Plaintiff cashed out \$63,796 of securities, taking a \$49,955 loss in the process. (see  
6 footnote 9 above) and arranged for Fidelity National Title to act as escrow.

7 **5.55** On August 10, 2009, Barden replied to Plaintiff's counsel (See ¶ 5.53) via  
8 email, and instead of providing a payoff figure for October, 2008, wrote, "The only provable  
9 date I think is the certified letter date," and suggested a payoff figure of \$114,880.83 as of  
10 January 26, 2009, including foreclosure, unspecified servicing costs and attorney fees accrued  
11 after Robertson's October 2008 attempts to tender pay off of the Nicholls loan.

12 **5.56** Barden failed and refused to provide a just pay-off amount and further failed to

- 13 (a) identify the holder of the Nicholls note;  
14 (b) identify the Beneficiary of the Nicholls DOT;  
15 (c) provide any explanation of the irregularities in the only purported  
16 *Assignment of Deed of Trust* (footnote 12);<sup>13</sup>  
17 (d) provide any assurance that he, whomever he represented, or any  
18 other identified person or entity, had the authority to accept the  
19 payoff in satisfaction of the Nicholls Note, cancel the Nicholls  
20 Note, deliver the cancelled Note, and execute and record or  
21 deliver to Plaintiff a full reconveyance of the Nicholls DOT.

22 **5.57** On October 7, 2009 Plaintiff's counsel sent a letter via certified mail return  
23 receipt requested to **First American** and to **ETS** in yet another effort to resolve the matter.

<sup>13</sup> to that time – subsequent purported assignment has appeared; see ¶ 5.66 below.

1 Neither **First American** nor **ETS** responded to that letter.

2 **LSI is appointed by RFREH as**  
3 **Successor Trustee under the Nicholls DOT:**

4 **5.58** On February 17, 2010 an instrument purportedly appointing Defendant **LSI** as  
5 Successor Trustee under the Nicholls DOT was Recorded.<sup>14</sup> This document, titled  
6 *Appointment of Successor Trustee*, is signed by a Tim Witten for Defendant **RFREH**. Tim  
7 Witten's representative capacity is not disclosed in said document.<sup>15</sup> (See also ¶ 11.13 -  
8 11.15(e).

9 **5.59** The February 17, 2010 appointment of **LSI** as Successor Trustee recites that  
10 **Residential Funding Real Estate Holdings, LLC**, is Beneficiary of the Nicholls DOT and  
11 directs that after recording it be mailed to **ETS** in Burbank California.

12 **First American records a Notice of Trustee's**  
13 **Sale under the Nicholls DOT on March 23, 2010**  
14 **after LSI has ostensibly been officially named as**  
15 **successor trustee under the Nicholls DOT:**

16 **5.60** On March 23, 2010 a *Notice of Trustee's Sale*<sup>16</sup> scheduling a nonjudicial  
17 foreclosure sale of the Property on June 25, 2010, was Recorded in the name of **First**  
18 **American**, although **First American** was no longer the trustee of record under the Nicholls  
19 DOT (see ¶ 5.57 above), with instructions that after recording it be mailed to **ETS** in  
20 Burbank, California.

21 **5.61** On June 16, 2010 Plaintiff's counsel commenced a series of emails to **First**  
22 **American**, demanding answers to the unlawful procedures herein described being done in

23 <sup>14</sup> Appointment of LSI as Successor Trustee: King County Recorder #20100217000758

<sup>15</sup> Instrument is void on its face, including Insufficient signature, RCW 64.04.020, CA Civil Code  
§1189(a); Insufficient acknowledgement, CA Civil Code §1190.

<sup>16</sup> 2010 Sale Attempt (*Notice of Trustee's Sale*): King County Recorder #20100323000378.

1 their name, and noting that to date they had refused to respond in any way to questions and  
2 demands. One such email of June 17, 2010 reiterated, among other things:

3 "My letter of October 2009 asks questions, which remain  
4 unanswered. Would you please have someone who has the requested  
5 information respond to my inquiries? If you can answer, please inform  
6 me whether Executive Trustee Services issued the March 2010 notices  
7 of foreclosure and trustee's sale without authority from **First  
American Title Insurance Company**. I have the same question as to  
the January 2009 notices of foreclosure and trustee's sale. Who, i.e.  
which person, firm, or entity controls and directs **Executive Trustee  
Service's** activities?"

8 **5.62** On June 17, 2010 Plaintiff's counsel received the following response to the  
9 email sent earlier that day (see ¶ 5.61, above):

10 "Good afternoon, **First American** was authorized as record  
11 trustee by **Bank One N.A.**, the then record beneficiary, to record the  
12 Notice of Trustee's Sale on January 12, 2009 (Instrument No.  
20090112001130). As you may know, the scheduled sale was  
13 subsequently postponed. On February 17, 2010 (Instrument No.  
20100217000758), an Appointment of Successor Trustee was  
14 Recorded appointing LSI Title Agency, Inc. as successor trustee. The  
15 execution and recording of said Appointment of Successor Trustee  
effectively terminated **First American's** involvement on the property.  
Any further questions should be directed to **LSI Title Agency, Inc.** as  
they appear to be the record trustee. Sincerely, Luis Yeager."<sup>17</sup>

16 **5.63** On June 17, 2010 a *Notice of Discontinuance of Trustee's Sale* was  
17 Recorded<sup>18</sup> (terminating the 04/17/2009 trustee's sale that was set by the *Notice of Trustee's*  
18 *Sale* Recorded on 01/12/2009 – See ¶¶ 5.22, 6.8(b). This document directs that after  
19 recording it be mailed to ETS in Burbank California.

20 **5.64** On June 17, 2010 another *Notice of Discontinuance of Trustee's Sale* was  
21

22 <sup>17</sup> At the time Mr. Yeager claims **First American** was authorized by **Bank One**, that entity had not  
23 existed for nearly five years, and was never a qualified Beneficiary of the Nicholls DOT.

<sup>18</sup> **First American** discontinuation of 2009 trustee's sale: King County Recorder #20100617000457.

1 Recorded <sup>19</sup> (terminating the 06/25/2010 trustee's sale that was set by the *Notice of Trustee's*  
2 *Sale* Recorded on 03/23/2010 – See ¶ 5.60). This instrument is signed in the name of **First**  
3 **American** as trustee although LSI was ostensibly appointed as successor trustee under the  
4 Nicholls DOT on February 17, 2010 (see ¶¶ 5.58 – 5.59, above). This document directs that  
5 after recording it be mailed to ETS in Burbank, California.

6       **5.65** On June 24, 2010 a *Notice of Discontinuance of Trustee's Sale* was Recorded<sup>20</sup>  
7 (terminating the 06/25/2010 trustee's sale that was set by the *Notice of Trustee's Sale*  
8 Recorded on 03/23/2010 which was issued by **First American**, ¶ 5.60). This instrument is  
9 signed in the name of LSI as trustee and directs that after recording it be mailed to ETS in  
10 Burbank, California.

11       **5.66** A false, fraudulent, and invalid instrument titled *Assignment of Deed of*  
12 *Trust*<sup>21</sup>, dated 7/28/2010 and Recorded 8/12/2010, apparently executed at GMAC's document  
13 facility in Fort Washington, Pennsylvania, notarized in Montgomery County, Pennsylvania,  
14 asserts that it -

15       “grants, assigns and transfers to **Residential Funding Real Estate**  
16 **Holdings, LLC** all beneficial interest under that certain Deed of Trust  
17 dated November 1, 1999, executed by Linda C. Nicholls, an Unmarried  
18 woman \* \* \* Together with the money due and to become due thereon  
19 with interest, and all rights accrued or to accrue under the instrument  
20 secured by the Deed of Trust.”

21       “Dated: 07-28-10

22       “JPMorgan Chase Bank, N.A. successor by merger with  
23       Bank One, N.A.”

24       “By: Thomas Strain

<sup>19</sup> **First American** discontinuation of 2010 trustee's sale: King County Recorder #20100617000458.

<sup>20</sup> LSI discontinuation of 2010 trustee's sale: King County Recorder #20100624000425.

<sup>21</sup> Assignment to **Residential Funding REH**: King County Recorder #20100812000720.

1 "Name: Thomas Strain

2 "Title: Limited Signing Officer

3 5.67 The *Assignment of Deed of Trust* described in ¶ 5.66, above, purports to have  
4 been signed by an individual named "Thomas Strain" whose capacity as signer is described as  
5 "Limited Signing Officer".

6 (a) Strain is not an employee of JP Morgan Chase Bank, N.A. and would  
7 need to justify his claim as an officer under the corporation's bylaws. RCW 64.04.020.

8 (b) The *Assignment of Deed of Trust* described in ¶ 5.66 contains insufficient  
9 corporate acknowledgement.<sup>22</sup>

10 (c) Thomas Strain is a known employee of GMAC<sup>23</sup>, putting GMAC on both  
11 sides of the assignment.

12 (d) Thomas Strain is a nationally notorious *robo-signer*. "Thomas Strain  
13 testified during deposition that over the previous three years, he falsely  
14 acknowledged tens of thousands of mortgage assignments."<sup>24</sup>

15 5.68 Regarding the *Assignment of Deed of Trust* described above in ¶ 5.66:

16 (a) JP Morgan Chase Bank, N.A., by its own admission (¶ 5.44(a)), did not  
17 have an assignable interest in the Nicholls DOT in 2010.

18 (b) That the Assignment has no validity is also shown by the statements  
19 contained in the signature block of the *Appointment of Successor Trustee*<sup>25</sup>

21 <sup>22</sup> PA Uniform Acknowledgement Act §291.7(2).

22 <sup>23</sup> Thomas Strain's resume is viewable at: <http://www.linkedin.com/pub/thomas-strain/22/695/586>

23 <sup>24</sup> *Bank of New York as Trustee for the Certificate holders CWABS, Inc. et. al v. Upke et. al*, Pacer No.  
1:2009-cv-01710, at 2, U.S. District Ct. NJ (Dec. 9, 2009). See also *U.S. Bank Nat'l Assoc. v. Ibanez*,  
458 Mass. 637, 653 (Jan. 7, 2011).

24 <sup>25</sup> Appointment of First American as Successor Trustee: King County Recorder #20070223001307



1 dated 2/17/2007, acknowledged/notarized 02/01/2007, Recorded

2 2/23/2007, which recites that:

3 "THE BANK OF NEW YORK TRUST COMPANY, N.A. AS  
4 SUCCESSOR TO JP MORGAN CHASE BANK, N.A., AS  
5 TRUSTEE, FKA THE CHASE MANHATTAN BANK AS TRUSTEE,  
6 BY: RESIDENTIAL FUNDING COMPANY, LLC, ITS ATTORNEY  
7 IN FACT.

8 Signed by: ELIZABETH YERANOSIAN, ASSISTANT VICE  
9 PRESIDENT

10 If BNY succeeded to the "as trustee" status (whatever that is) of Chase in  
11 2007, and that was all Chase had (§ 5.44(a)), then Chase had nothing  
12 assignable in 2010. "Nemo dat quod non habet."

13 (c) If Chase ever controlled any interest in either the Nicholls Note or DOT it  
14 was "as trustee", and yet the purported *Assignment* is made by Chase in its  
15 own name. (See also § 6.8 below).

16 **LSI issued a Notice of Trustee's Sale on December 20, 2010**  
17 **scheduling the Property for nonjudicial foreclosure**  
18 **sale on March 25, 2011.**

19 5.69 LSI issued a *Notice of Trustee's Sale* signed 12/20/2010, notarized  
20 12/21/2010, executed in California, Recorded 12/22/2010<sup>26</sup> scheduling the Property for  
21 nonjudicial foreclosure sale on March 25, 2011. The incongruity in the dates of signing and  
22 acknowledgment is suspicious. The description of the signer's representative capacity as  
23 "Authorized Signatory" violates the express requirements of California Civil Code §1189 and  
§1190 and is fatal to the validity of the acknowledgement and evidentiary value of the  
instrument. This document directs that it be mailed to ETS in Burbank, California, after  
recording.

<sup>26</sup> LSI *Notice of Trustee's Sale* dated 12/20/2010: King County Recorder #20101222001196.

1       **5.70** Plaintiff has sustained and continues to incur loss (exceeding \$150,000) on the  
2 value of the Property, loss on his investments, lost income, lost investment and development  
3 opportunities, lost time and expense in research, attorney fees, litigation expense, travel  
4 expenses, interest, other out-of-pocket expenses, emotional and physical distress, anxiety,  
5 mental anguish and loss of enjoyment of life, all as a direct consequence of the acts and  
6 omissions of one or more of the Defendants herein acting alone or in concert with others, in  
7 an amount to be proven at trial.

8                               **VI. FIRST CAUSE OF ACTION**  
9                               **DECLARATION THAT DEFENDANTS**  
10                              **DO NOT HAVE AND DID NOT HAVE A VALID LEGAL**  
11                              **INTEREST IN THE NICHOLLS DEED OF TRUST**

12       **6.1** All allegations set forth above are re-alleged as if fully set forth herein.

13       **6.2** An actual controversy exists between Plaintiff and Defendants as to the rights,  
14 duties, and obligations of Defendants, as to Plaintiff, with respect to their conduct of  
15 nonjudicial foreclosure proceedings against the Property and against other Washington  
16 properties under the WDTA.

17       **6.3** The strict requirements applicable to nonjudicial foreclosures of Washington  
18 deeds of trust are statutorily mandated by the Washington Deed of Trust Act, RCW 61.24 et  
19 seq. ("WDTA").

20       **6.4** Title 61 RCW (Mortgages, Deeds of Trust...) references Title 62A RCW.

21       **6.5** The right to foreclose the Nicholls DOT is dependent upon there being an  
22 enforceable promissory note which the deed of trust secures.<sup>27</sup> RCW 62A.3 et seq. governs  
23 who has the right to enforce negotiable instruments and what must be proven to establish the

---

<sup>27</sup> see *Restatement (3d) of Property (Mortgages)* § 5.4 ( "[a] mortgage may be enforced only by, or in behalf of, a person who is entitled to enforce the obligation that the mortgage secures")

1 right to enforce the Nicholls Note. "Interpretation of every provision of the UCC assumes  
2 actions undertaken in good faith. RCW 62A.1-102(3)."<sup>28</sup>

3       **6.6** Foreclosure of a deed of trust as against residential real property may only be  
4 initiated by and on behalf of a qualified Beneficiary who is the *owner* of the promissory note  
5 secured by the subject deed of trust. RCW 61.24.030(7)(a); RCW 61.24.040(2).<sup>29</sup>

6       **6.7** ETS represented in June 2009 that GMAC is the "holder" of the Nicholls  
7 Note. At that same time a nonjudicial foreclosure was being conducted against the Property in  
8 the name of "**Bank One** National Association, as Trustee" as purported Beneficiary, (see ¶  
9 5.35 above). GMAC has failed and refused to disclose the basis, if any, of its claim against  
10 the Nicholls Note and/or DOT.

11       **6.8** Involvement of **Bank One**:

12       (a) A document titled "*Corporation Assignment of Mortgage*" dated 01/20/2000 and  
13 Recorded 08/03/2000 (See footnote 12) purports to assign all "interest under that  
14 certain mortgage dated twelfth (12) of November, 1999 C E" to "**Bank One**  
15 **National Association as trustee.**" Said assignment is invalid and void on the  
16 following nonexclusive grounds:

- 17       (i) The referenced "mortgage dated the twelfth (12) of November, 1999 C E"  
18 is not found in the King County Official Public Records.  
19       (ii) RCW 61.24.005(2) excludes as DOT Beneficiary any person who holds the  
20 note secured by a deed of trust as security for a different obligation (e.g. as  
21 security for Mortgage Backed Securities or Collateralized Debt  
22 Obligations).  
23       (iii) If the phrase "as trustee" is intended to appoint **Bank One** as trustee under

<sup>28</sup> U.S. Bank Nat'l Ass'n v. Whitney, 119 Wn. App. 339, 345 (Dec. 9, 2003)

<sup>29</sup> See also RCW 61.24.163 (8)(b)(iii).

1 the Nicholls DOT, the assignment is invalid, RCW 61.24.020;

2 (iv) The assignment instrument fails on numerous other grounds including lack  
3 of a valid acknowledgement (no notary seal)<sup>30</sup>;

4 (b) Defendant **Bank One** "as trustee" is named as Beneficiary in the *Notice of*  
5 *Trustee's Sale* Recorded against the Property on January 12, 2009<sup>31</sup>. But **Bank**  
6 **One** could not have been the Beneficiary in 2009 because **Bank One** ceased to  
7 exist in July 2004 (see footnote 4). The 2009 *Notice of Trustee's Sale* is  
8 fraudulent.

9 (c) Upon information and belief, sometime between November 15, 1999 and August  
10 3, 2000, **Old Kent** purportedly transferred the Nicholls Note to **RFCorp**, which in  
11 turn purportedly transferred it to "**Bank One National Association as Trustee**,"  
12 actual ownership of the Note apparently going to an unnamed investment trust,  
13 where it was collateral for, and/or was subject to, a Loan Pool, a Pooling and  
14 Servicing Agreement, a Collateralized Debt Obligation, a Mortgage-Backed  
15 Security, a Mortgage Pass-Through Certificate, a Credit Default Swap, an  
16 Investment Trust, and/or a Special Purpose Vehicle.

17 (d) The subsequent succession by merger of **Bank One** into **Chase** in 2004 (see  
18 footnote 4) would be insufficient to transfer the Nicholls note to **Chase**, "as  
19 trustee" or otherwise. (See ¶ 6.10 below: re requirements for transfer).

20 **6.9 Involvement of BNY.**

21 <sup>30</sup> RCW 64.08.020 (requires the notary to have a seal, or affixation of a certificate of the clerk of a  
22 court of record, on instruments acknowledged out of state); RCW 42.44.090(1) (notary seal impression  
23 required on certificate); Michigan provides seals to notaries for out-of state documents. Documents  
executed in Michigan purporting to convey or encumber real estate must have two (2) witnesses and  
be acknowledged by a notary public. MCLA 565.8 (statute as of January 2000 at time of signing).

<sup>31</sup> *Bank One Notice of Trustee's Sale*: King County Recorder #20090112001130.

1 (a) The name of Defendant **Bank of New York (BNY)** appears in the following  
2 recorded documents and nowhere else:

3 (i) In the signature block of an *Appointment of Successor Trustee* dated  
4 02/17/2007, acknowledged/notarized 02/01/2007 and Recorded on  
5 02/23/2007 under no. 20070223001307 which is signed by **RFC-LLC** as  
6 **BNY's** purported Attorney-In-Fact, as follows:

7 "THE **BANK OF NEW YORK TRUST COMPANY, N.A. AS**  
8 **SUCCESSOR TO JP MORGAN CHASE BANK, N.A., AS**  
9 **TRUSTEE, FKA THE CHASE MANHATTAN BANK AS TRUSTEE,**  
10 **BY: RESIDENTIAL FUNDING COMPANY, LLC, ITS ATTORNEY**  
11 **IN FACT."**

12 (ii) On page 1 of a *Notice of Trustee's Sale* dated March 09, 2007 and  
13 Recorded on 03/13/2007 under no. 20070313001435 as follows:<sup>32</sup>

14 " \* \* \* the beneficial interest in which was assigned by OLD KENT  
15 MORTGAGE COMPANY D.B.A. NATIONAL PACIFIC MORTGAGE  
16 to RFC - THE **BANK OF NEW YORK TRUST COMPANY, N.A. AS**  
17 **SUCCESSOR TO JP MORGAN CHASE BANK, N.A. AS TRUSTEE,**  
18 **FKA THE CHASE MANHATTAN BANK AS TRUSTEE TRUSTEE.**  
19 (sic) "

20 (b) **BNY** is excluded from acting as Beneficiary under the Nicholls DOT. (see e.g.

21 ¶ 6.8(a)) for the following reasons:

22 (i) RCW 61.24.005(2) excludes any person who holds the note as security for  
23 a different obligation from attaining the status of Beneficiary;

(ii) If the phrase "as trustee" is intended to appoint **BNY** as trustee under the  
Nicholls DOT, the assignment is invalid, RCW 61.24.020;

(c) Upon information and belief, the use of **BNY's** name as Beneficiary of the  
Nicholls DOT in the body of *Notice of Trustee's Sale* Recorded March 13, 2007 is

<sup>32</sup> Bank of NY *Notice of Trustee's Sale*: King County Recorder #20070313001435.

1 part of an ongoing pattern of deception, misdirection, fraudulent assignments,  
2 appointments and foreclosure practices by **GMAC**.

3 **6.10 RFREH** is not and never was a “holder” of the Nicholls Note. RCW 62A.3-  
4 201, 203; Nicholls Note, Pg. 1, ¶1 (“anyone who takes this note by transfer and is entitled to  
5 receive payments under this note is called the “Note Holder.” [emphasis added]).

6 **6.11 RFREH** is not and never was Beneficiary of the Nicholls DOT (See ¶ 6.10).  
7 RCW 61.24.005(2); RCW 62A.3-301.

8 **6.12** Neither **RFREH** nor any other Defendant has or has had the authority to duly  
9 issue and record an effective reconveyance of the Nicholls DOT. RCW 61.24.020; RCW  
10 64.04.010, RCW 64.04.020 (Real Estate Statute of Frauds); RCW 61.16.010, 020; RCW  
11 61.24.110; *Nicholls DOT*, § 23, Pg. 13 (reconveyance must originate with the “Lender” and  
12 must include surrendering the instruments of debt and security).

13 **6.13** All actions described herein conducted by Defendants against the Property  
14 including attempted foreclosure proceedings were wrongful, illegal, failed to materially  
15 comply with the requisites to a trustee’s sale established by RCW 61.24.030, and were  
16 conducted by entities and persons who have no cognizable legal or equitable beneficial  
17 interest in the Property, and/or who lack authority to act as a Trustee under the WDTA,  
18 RCW Chapter 61.24. RCW 65.08.070.

19 **6.14** Plaintiff is entitled to a declaratory judgment from this Court setting forth and  
20 decreeing that under Chapters 62A.3 and 61.24 RCW, and especially RCW 61.24.005(2), and  
21 RCW 65.08.070 that

22 (a) Defendants **Bank One, Chase, BNY, and RFREH**, have never held, do not hold  
23 and cannot hold Beneficiary status under the Nicholls DOT;

1 (b) Said Defendants have never held and do not hold any legal or equitable beneficial  
2 interest in the Property;

3 (c) Absent Beneficiary status and through violations of other WDTA provisions, all  
4 nonjudicial foreclosure attempts as specified herein have been unlawful and  
5 wrongful; and

6 (d) Declaring that no Defendant or any party is entitled to hold a trustee's sale of the  
7 Property based upon the Nicholls DOT.

8  
9 **VII. SECOND CAUSE OF ACTION**  
10 **QUIET TITLE**

11 7.1 All allegations set forth above are re-alleged as if fully set forth herein.

12 7.2 Plaintiff is the fee simple owner of the Property.

13 7.3 No Defendant possesses a subsisting valid legal or equitable lien,  
14 encumbrance, claim or interest in or against the Property.

15 7.4 The Defendants have asserted and continue to wrongfully assert invalid claims  
16 directly affecting, impairing, diminishing, and limiting Plaintiff's quiet possession, use,  
17 enjoyment, and alienation of the Property which he owns in fee simple.

18 7.5 If no Defendant can evidence a valid interest in the Property, pursuant to RCW  
19 Chapter 7.28 Plaintiff asks for judgment quieting title in him and removing the cloud of all  
20 said Defendants' claims from the Property.

21 **VIII. THIRD CAUSE OF ACTION**  
22 **AGAINST DEFENDANT HOMECOMINGS**  
23 **FOR TRESPASS, AND INJURY AND DAMAGE TO THE PROPERTY**

8.1 All allegations set forth above are re-alleged as if fully set forth herein.

1           **8.2**     Upon information and belief, on or about late December 2008 Defendant  
2 **Homecomings**<sup>33</sup>, through an agent, without lawful authority entered upon, took possession  
3 and injured the dwelling structure located upon the Property, committing trespass, causing  
4 direct and indirect injury and damage as defined by RCW 4.24.630 and RCW 59.12.010.  
5 RCW 7.28.230.

6           **8.3**     Upon information and belief, on or about May 24, 2010 Defendant  
7 **Homecomings** (see footnote 33) again, through an agent, without lawful authority entered  
8 upon the Property and took possession, changing the locks and disabling Plaintiff's deadbolts,  
9 thereby excluding Plaintiff from entry into the dwelling structure located on the Property and  
10 rendering the Property vulnerable to break-in.

11           **8.4**     In the absence of working deadbolts, on or about early April, 2011, the  
12 Property structure was broken into, resulting in further damage and theft of items.

13           **8.5**     As a direct result of the Defendant **Homecomings'** actions, Plaintiff has  
14 suffered damages in an amount to be proven at trial and is entitle to allowable treble damages  
15 under RCW 4.24.630. All damages under this Complaint Section are sought as against  
16 **Homecomings** (see footnote 33).

17                               **IX. FOURTH CAUSE OF ACTION**  
18                               **AGAINST DEFENDANT HOMECOMINGS:**  
19                               **FRAUD, CONSPIRACY AND DAMAGES FOR SERVICER'S REFUSAL**  
20                               **TO COOPERATE IN PLAINTIFF'S EFFORTS**  
21                               **TO PAY OFF PRIOR ENCUMBRANCE**

22           **9.1**     All allegations set forth above are re-alleged as if fully set forth herein.

23           <sup>33</sup> If Discovery reveals that another party ordered and/or is liable for these acts, Plaintiff reserves the right to amend this Section.



1           **9.2** Plaintiff had a right<sup>34</sup> by virtue of his purchase of the Property at a non-judicial  
2 deed of trust foreclosure sale, under the UCC, common law, the Washington Constitution, and  
3 during such times as Defendants were attempting to foreclose the Property, under RCW  
4 61.24.090, to pay off the Nicholls note and Deed of Trust in a rightful amount to a lawful note  
5 holder/Beneficiary.

6           **9.3** Defendant **Homecomings** as purported servicer of the Nicholls Note and DOT  
7 is guilty of fraud, deception and self-dealing by refusing to cooperate with Plaintiff's good  
8 faith efforts beginning September 30, 2008 to assume and bring current the Nicholls loan and,  
9 when that offer was rejected, by refusing to accept Plaintiff's good faith tender<sup>35</sup> of full  
10 payment of the Nicholls Note and remove the lien of the Nicholls DOT from the Property.  
11 RCW 62A.3-603 (including discharge of debt when tender is refused).

12           **9.4** Upon information and belief Plaintiff alleges that the only purpose of  
13 **Homecomings'** refusal described in ¶ 9.3 was to continue generating servicer fees and  
14 income, and/or acquisition of the Property, for itself and related persons and entities including  
15 one or more of the other named Defendants.

16           **9.5** **Homecomings'** failure and refusal to provide the payoff information, and  
17 verification that the to-be-designated payee is the owner of the Nicholls Note and Beneficiary  
18 of the Nicholls DOT, or that Homecomings is legally authorized to act on their behalf,  
19 unreasonably interfered with Plaintiff's acquisition of clear title to the Property, constituted  
20 conspiracy in use of extortionate means in attempts to wrongfully collect money, and

21 \_\_\_\_\_  
22 <sup>34</sup> "In *MGIC Fin. Corp. v. H.A. Briggs Co.*, 24 Wn. App. 1, 6, 600 P.2d 573 (1979) \* \* \* [t]he court  
stated that the junior lienor had the right to (1) pay off the debt secured by the senior mortgage." *Fluke*  
*Capital & Mgmt. v. Richmond*, 106 Wn.2d 614, 724 P.2d 356 (Sept. 4, 1986).

23 <sup>35</sup> "Tender" is a willingness to pay, accompanied by the ability and an attempt to pay." *King v. O/S*  
*Nordic Maiden*, 587 F. Supp. 46, 48 (W.D. Wash. 1984).

1 proximately obstructed Plaintiff's opportunities to market, rent, renovate and/or develop the  
2 Property in a timely manner, resulting in Plaintiff's substantial injury, loss and damage in an  
3 amount to be proven at trial. (See ¶ 18.4 below for Defendants' assigned liabilities).

4  
5 **X. FIFTH CAUSE OF ACTION**  
6 **DECEPTION, MISREPRESENTATION, FRAUD**  
7 **AGAINST DEFENDANT FIRST AMERICAN**

8 **10.1** All allegations set forth above are re-alleged as if fully set forth herein.

9 **10.2** The appointment of **First American** as successor trustee dated 02/17/2007,  
10 acknowledged/notarized 02/01/2007 and Recorded 02/23/2007, declares appointee **First**  
11 **American** is "a corporation formed under RCW 61.24, whose address is 2104 Fourth Ave.,  
12 Suite 800, Seattle, WA 98121." Upon information and belief this instrument was drafted and  
13 Recorded by ETS. The instrument is legally defective and void on its face. RCW 64.040.10,  
14 020 (including purported acknowledgement two weeks before signed); CA Civil Code  
15 §1189(a) (Insufficient acknowledgement); CA Civil Code §1190 (Signer is not identified as a  
16 "duly authorized person"). After recording, the instrument was to be mailed to ETS in  
17 Burbank, California (which did not legally exist in California at that time.).

18 **10.3** **First American** performed no function whatsoever as trustee under the  
19 Nicholls DOT, other than purportedly signing documents they obviously did not read.<sup>36</sup>  
20 Instead, **First American** entirely abdicated its role, function, and responsibilities as trustee to  
21 ETS, thereby violating its duty to Beneficiary, Borrower and Grantor, its duty to inform  
22 Plaintiff of the 2009 Sale Attempts (See ¶'s 5.21 – 5.48), and to act as fiduciary, in good faith

23 <sup>36</sup> Examples: ¶5.62 and ¶6.8(b) above.

1 and/or impartially as to interested parties. RCW 61.24.010(4) (*fiduciary* duty and impartiality  
2 required at time of 2009 sales attempts; duty of good faith in 2010 sale attempt).

3       **10.4** By its own admission, **First American** has never been aware of who owns the  
4 debt secured by the Nicholls DOT, or by what authority it was appointed as trustee (See ¶'s  
5 5.60 - 5.62 above). RCW 61.24.030(7)(a),(b) (trustee's responsibility to obtain proof that  
6 Beneficiary is owner of Nicholls Note; and when duty of good faith has been violated:  
7 requirement of evidentiary proof).

8       **10.5** ETS, to whom **First American** abdicated, operates entirely out of California  
9 (see footnote 5) and has no physical presence or telephone in Washington. If a deed of trust  
10 trustee is to abdicate duties to an agent, the agent must be able to carry out the requirements of  
11 the trustee. (See ¶ 5.21, 10.4 above). RCW 61.24 et seq., including duty of good faith.  
12 Agency Responsibility. RCW 9A.08.030(2).

13       **10.6** All acts and omissions in the nonjudicial foreclosure proceedings against the  
14 Property by **First American** in complicity with ETS, including but not limited to the Notices  
15 of Trustee's Sale Recorded on January 12, 2009, and on March 23, 2010, were wrongful as to  
16 Plaintiff, and injured and damaged Plaintiff in an amount to be proven at trial. (See ¶ 18.4  
17 below for Defendants' assigned liabilities).

18                               **XI. SIXTH CAUSE OF ACTION**  
19                               **DECEPTION, MISREPRESENTATION, FRAUD**  
20                               **AGAINST DEFENDANT LSI TITLE AGENCY, INC.**

21       **11.1** All allegations set forth above are re-alleged as if fully set forth herein.

22       **11.2** LSI was not and is not qualified or authorized to act as a trustee under Deeds  
23 of Trust in the State of Washington under any provision of the WDTA.

24       **11.3** LSI is a "shell corporation", existing in name only, and claiming to be "a

1 wholly owned indirect subsidiary of Lenders Processing Services, Inc.”<sup>37</sup> (“LPS”).

2       **11.4** Upon information and belief, LSI is a straw-man name offered for rent by LPS  
3 for use by loan servicers and document mills in order to circumvent the WDTA’s statutory  
4 prerequisites and procedures in the nonjudicial foreclosure process and to subvert the  
5 Grantor/borrower’s ability to effectively assert their defenses.

6       **11.5** LSI, and the Defendants who have used its straw-man name, have committed  
7 so many fraudulent and unlawful acts in falsely presenting LSI as a legitimate trustee of deeds  
8 of trust, that space prohibits listing them all here. Following are some examples whereby LSI  
9 has committed fraud upon Plaintiff, other homeowners, the State of Washington<sup>38</sup>, the State  
10 of California (see below), the State of Nevada<sup>39</sup>, the State of Arizona<sup>40</sup> and fraud upon the  
11 Court.<sup>41</sup>

12           (a) LSI Title Agency, Inc. is not registered with the California Secretary of State  
13 or licensed to do business in California.

14           (b) LSI Title Agency, Inc., although selling title insurance out of California, is not  
15 licensed with the California Insurance Commission.

16 <sup>37</sup> Rule 7.1 Corporate Disclosure Statement For LSI Title Agency, Inc., dated 02/07/11, *Linda S. Green v. Greenpoint Mortgage Funding, Inc., et al*, No. 11-05105, U.S. Dist. Court, Tacoma.

17 <sup>38</sup> Fraudulent filings with OIC to obtain Title Insurance Agency status. Filings with Cnty. Recorders.

18 <sup>39</sup> Upon information and belief, all signing of documents for LSI is done by employees of Lenders  
19 Processing Services, two of which are currently under indictment in Nevada for felony robo-signing;  
20 the Nevada AG filed suit on 12/15/2011 against LPS for “pattern and practice of falsifying, forging  
and/or fraudulently executing foreclosure related documents.” *State of Nevada v. Lender Processing  
Services, Inc., et al*, Case No. A-11-653289-B, Dept. No. XI, U.S. Dist. Court, Clark Cnty., Nevada.

21 <sup>40</sup> e.g. September 1, 2011 LSI, in submitting its Escrow Rates to the Arizona Department of Financial  
22 Institutions, listed its address as **5 Peters Canyon Rd. Ste 200, Irvine, CA 92606** [This is the address  
of LPS], where it does not legally exist.

23 <sup>41</sup> See March 11, 2009 Declaration (under penalty of perjury) of Gary Finnell, *Gildea v. LSI Title  
Agency, Inc., et al*, Case # 10-2-43592-1SEA, King Cnty. Sup. Ct., containing multiple  
misrepresentations of fact.

- 1
- 2 (c) LSI Title Agency, Inc. is not registered as a dba in Orange County, CA (they
- 3 have claimed at least two addresses in that county, including that currently
- 4 claimed, see footnote 40).
- 5 (d) LSI Title Agency, Inc. is not registered with the Washington Employment
- 6 Security Department, and hence has no legal employees. Having no legal
- 7 presence whatever in California it is reasonable to assume that LSI Title
- 8 Agency, Inc. has no California employees either, and pays no taxes there.
- 9 (e) To be licensed as a Title Insurance Agency in Washington, it is required that
- 10 an applicant "Maintains a lawfully established place of business in its home
- 11 state and holds a corresponding license issued by the state of its principal place
- 12 of business[.]" RCW 48.17.173(3)(b). In their initial application to the Office
- 13 of the Insurance Commissioner ("OIC")<sup>42</sup>, LSI represented itself as being a
- 14 licensed title insurance agent in the State of Illinois.
- 15 (i) Illinois does not license title insurance agents.
- 16 (ii) On December 5, 2008 LSI emailed the OIC to change its principal
- 17 place of business from Santa Ana, CA (where they did not legally exist
- 18 and were not licensed to sell title insurance – see above) to an address
- 19 in Illinois that is in fact the Chicago address of CT Corporation.
- 20 (f) On December 11, 2010 LSI applied to the OIC for, and was granted, "Resident
- 21 Title Insurance Agency" status in Washington. LSI has no physical presence
- 22 in this state. RCW 40.16.030 (offering false instruments for filing or record).
- 23 (g) LSI Title Agency, Inc. has also filed false documents with other states
- fraudulently proclaiming its status. (See footnote 40 above).

11.6 On February 11, 2011 Plaintiff filed a complaint<sup>43</sup> with the OIC against LSI  
Title Agency, Inc. charging both abuse of insurance licensing statutes and violations of RCW  
61.24 et seq. A copy of the complaint was forwarded to the Office of The Attorney General  
("OAG").

<sup>42</sup> All references herein to materials submitted by LSI to the OIC are contained in Certified OIC  
Records, file #3914 *robertson.BATES 1-90\_REDACTED.pdf*.

<sup>43</sup> OIC Case Number 1048121

1           11.7 On April 6, 2011 Attorney General Rob McKenna published and sent to  
2 companies acting as deed of trust trustees in Washington a letter<sup>44</sup> stating, “[N]on-judicial  
3 foreclosure sales may not occur unless the foreclosing trustee has a bona fide physical  
4 location in Washington with a phone line.”

5           11.8 LSI ignored the warning of the Attorney General (§ 11.7 above ) and despite  
6 having no Washington presence continued foreclosures through November of 2011.

7           11.9 On May 20, 2011 the OIC wrote Plaintiff in response to his complaint (see §  
8 11.6), “It appears LSI Title Agency, Inc. did violate one or more provisions of Washington’s  
9 Insurance Code. As such, this matter will be reviewed by an OIC attorney in the Legal  
10 Affairs Division for possible disciplinary action.”

11           11.10 The OIC announced in a January 5, 2012 Press Release<sup>45</sup> that LSI was fined  
12 “for failing to maintain a place of business accessible to the public in Washington.”

13           11.11 Since May 6, 2011 (30 days following the AG’s *Trustee Letter #2*), LSI has  
14 filed at least 942 documents with the King County Recorder including appointments as  
15 Successor Trustee<sup>46</sup>, many listing a California address (see footnote 40) where LSI is not a  
16 registered business nor a legal trustee under the WDTA. LSI also has filed name variations,  
17 including “LSI Title Company”<sup>47</sup> appearing in 32 instruments in King County Records; that  
18 entity is not registered to do business in Washington or with the OIC. All filings with King  
19 County in 2012 have been indexed as simply “LSI Title.”

20 \_\_\_\_\_  
21 <sup>44</sup> OAG Letter to Trustees of April 6, 2011 was dubbed “Trustee Letter 2”

22 <sup>45</sup> <http://www.insurance.wa.gov/news/2012/1-05-2012.shtml>

23 <sup>46</sup> See, e.g., King County Recorder #20120403002189

<sup>47</sup> See, e.g., King County Recorder #20111109001821

1       **11.12** None of the Notice(s) of Trustee's Sale(s) issued by **LSI** against the Property  
2 comply with the mandatory and material prerequisites of trustee's sales established by RCW  
3 61.24.030(6) (no presence in Washington); § (7)(a),(b) (failing duty of proof that Beneficiary  
4 is owner of note) and § (8) (failure to mail Notice of Default to Plaintiff under his status as  
5 successor to grantor<sup>48</sup>).

6       **11.13** The February 17, 2010 *Appointment of Successor Trustee* purportedly  
7 Recorded by **RFREH** in the King County Official Records to appoint **LSI** as Successor  
8 Trustee under the Nicholls DOT is legally defective. (See ¶¶ 5.58, 5.59, 11.14).

9       **11.14** **RFREH**'s purported acquisition of the Nicholls Note and Deed of Trust on  
10 July 28, 2010 occurred five months after **RFREH** purportedly executed the February 16, 2010  
11 appointment of **LSI** as successor trustee, rendering every act and omission of **LSI** as trustee  
12 illegal, and wrongful in every particular. RCW 64.04.010, 020; RCW 61.24.005(2); RCW  
13 61.24.010(2).

14       **11.15** Additionally, through the following practices in complicity with Defendant  
15 **ETS** and one or more of the other Defendants herein, **LSI** created and creates the false  
16 appearance that it is authorized and qualified to act as a trustee under Deeds of Trust in the  
17 state of Washington:

- 18           (a) Fraudulently and deceptively creating the false appearance that it maintains a  
19               street address in the state of Washington, a physical presence at such street  
20               address, and telephone service at such street address;

21  
22  
23  

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<sup>48</sup> RCW 61.24.005(7) – definition of "Grantor" includes "successor."

- 1 (b) Setting forth sham street addresses and telephone numbers in its notices of  
2 default that are transmitted to the borrower and grantor;
- 3 (c) Setting forth sham street addresses and telephone numbers in its Notices of  
4 Trustee's Sale that are transmitted to the borrower, to the grantor, to other  
5 interested parties, and published in newspapers of general circulation in  
6 various counties in the state of Washington.
- 7 (d) The address of 1111 Main St., #200, Vancouver, WA 98660 which is stated as  
8 LSI's address in the *Appointment of Successor Trustee* Recorded 02/17/2010  
9 (See ¶ 5.58, 5.59 above), and *Notice of Trustee's Sale* Recorded 03/23/2010  
10 (See ¶ 5.60) is a sham, phantom, fraudulent, and false address at which LSI did  
11 not maintain any physical presence or telephone service.
- 12 (e) The *Appointment of Successor Trustee* Recorded 02/17/2010 (see (d) above)  
13 falsely states that LSI is "a corporation formed under RCW 61.24, whose  
14 address is...[(d) above]". No Washington corporations are formed under any  
15 provision of the WDTA (See ¶ 10.2 for ETS tie-in).
- 16 (f) The address of 13920 SE Eastgate Way, Ste. 115, Bellevue, WA 98005 which  
17 is stated as LSI's address in the *Notice of Trustee's Sale* Recorded 12/22/2010  
18 (See ¶ 5.69 above), is a sham, phantom, fraudulent, and false address at which  
19 LSI does not and did not maintain any physical presence or telephone service.
- 20 (g) Recording, or authorizing to be Recorded, the above and other false  
21 information described herein for public record. RCW 40.16.030.
- 22

23 11.16 LSI engaged and engages in the foregoing and other activities in order to



1 masquerade itself as a legitimate trustee to the injury and damage of Washington property  
2 owners in nonjudicial foreclosures of their homesteads, residences, and other types of real  
3 property. Injuries and damages to Plaintiff are in an amount to be proven at trial. (See ¶ 18.4  
4 below for Defendants' assigned liabilities. See also ¶ 18.5 punitive damages under CA Civil  
5 Code § 3294).

6  
7 **XII. SEVENTH CAUSE OF ACTION**  
8 **DECEPTION, MISREPRESENTATION, FRAUD,**  
9 **AGAINST DEFENDANT EXECUTIVE TRUSTEE SERVICES, LLC**

10 **12.1** All allegations set forth above are re-alleged as if fully set forth herein.

11 **12.2** Upon information and belief, Defendant **Executive Trustee Services, LLC,**  
12 **(ETS)** is a wholly owned subsidiary of Defendant **GMAC** and functions as a "foreclosure  
13 mill" to process foreclosures for **GMAC** companies. (See footnote 5). ETS' "services"  
14 apparently encompass wearing of all hats, including:

- 15 (a) Usurping the role of Beneficiary through unilaterally issuing foreclosure  
16 directives with no authority from a valid deed of trust Beneficiary or trustee;  
17 (b) Usurping the trustee's function of making the critical decisions that are  
18 reserved by law to the authorized and qualified trustee, including refusal to  
19 stop a foreclosure that they knew to be unlawful (See ¶ 5.34 – 5.36, 5.48  
20 above), while failing to meet the WDTA requirements to act as a trustee.  
21 RCW 61.24 et. seq., including 61.24.020 ("No person, corporation or  
22 association may be both trustee and beneficiary under the same deed of  
23 trust"), and having no Washington address or telephone.  
(c) Upon information and belief, drafting the legal instruments for the

1 processing of nonjudicial foreclosures in the state of Washington in the name  
2 of nominal though essentially phantom Beneficiaries and deed of trust  
3 trustees (e.g. see ¶¶ 10.2, 11.15(e) and 16.7);<sup>49</sup>

4 (d) Usurping the trustee's role as the decision maker or intermediary between  
5 borrower and Beneficiary in every phase of the nonjudicial foreclosure  
6 process.

7 (e) Directing in cover sheet accompanying Notice(s) of Foreclosure/Notice(s) of  
8 Trustee's Sale(s) (See e.g. ¶ 5.60) mailed to interested parties, that payments  
9 are to be sent to ETS, when no authority for such payment is evidenced.

10 **12.3** Upon information and belief, ETS created, mailed, served, filed with King  
11 County Recorder, published and is responsible for the content of all Recorded instruments  
12 bearing the names of LSI and First American described herein. All Recorded instruments so  
13 drafted contained the following directive in the upper left corner of the first page:

14 "And When Recorded Mail To:  
15 Executive Trustee Services, LLC  
16 [California address]"

17 **12.4** The above described acts and omissions of ETS are contrary to and in material  
18 and gross violation of the WDTA and demonstrate willful conspiracy in the unlawful and  
19 criminal acts herein described, all to Plaintiff's injury and damage in an amount to be proven  
20 at trial. (See ¶ 18.4 below for Defendants' assigned liabilities. See also ¶ 18.5 punitive  
21 damages under CA Civil Code Code § 3294).

22 <sup>49</sup> The practice of law includes the selection and completion of legal instruments by which legal rights  
23 and obligations are established. *Perkins v. CTX Mortgage Co.*, 137 Wn.2d 93, 97(Jan. 1999), citing  
*Washington State Bar Ass'n v. Great W. Union Fed. Sav. & Loan Ass'n*, 91 Wn.2d 48, 54-55, 586 P.2d  
870 (1978).

**XIII. EIGHTH CAUSE OF ACTION  
AS AGAINST DEFENDANT RFREH  
(IN CONSPIRACY WITH GMAC GROUP AND LSI)  
FRAUD, DECEPTION AND MISREPRESENTATION**

**13.1** All allegations set forth above are re-alleged as if fully set forth herein.

**13.2** The *Notice of Trustee's Sale* Recorded on 03/23/2010 by **RFREH** (See ¶ 5.60) recites as follows regarding the Nicholls DOT:

“...beneficial interest in which was assigned by OLD KENT MORTGAGE COMPANY DBA NATIONAL PACIFIC MORTGAGE to RESIDENTIAL FUNDING REAL ESTATE HOLDINGS, LLC.”

Old Kent ceased to exist in 2002. **RFREH** did not come into existence until 2009. Such assignment is impossible. RCW 64.04.010, 020.

**13.3** **RFREH** does not qualify as Beneficiary of the Nicholls DOT, and therefore has no authority or standing to appoint a trustee, exert control, or direct that nonjudicial foreclosure proceedings or other adverse action be taken against the Property. RCW 61.24.005(2); RCW 61.24.010(2), RCW 61.24.030.

**13.4** **RFREH's** purported acquisition of the Nicholls Note and Deed of Trust on July 28, 2010 (See ¶ 5.66 – 5.68) occurred five months after **RFREH** executed the February 16, 2010 appointment of **LSI** as successor trustee.

**13.5** **RFREH's** nonjudicial foreclosure proceedings (¶ 5.60, 5.69 above) were conducted in concert with the rest of **GMAC Group** and **LSI** and were, in substance, an attempt to steal the Property presently valued between \$100,000 to \$140,000<sup>50</sup> through fraud, deceit, deceptive practices, complicity in theft of property for sale to others and criminal

<sup>50</sup> Present value as estimated by John Bauer of Zip Realty. See also property tax evaluations.

1 conspiracy; and/or to exert extortionate pressure on Plaintiff to pay an inflated amount to  
2 which RFREH has no rightful claim; all to Plaintiff's injury and damage in an amount to be  
3 proven at trial. (See ¶ 18.4 below for Defendants' assigned liabilities. See also ¶ 18.6 request  
4 for punitive damages under Pennsylvania law).

5  
6 **XIV. NINTH CAUSE OF ACTION**  
7 **AS AGAINST GMAC**  
8 **FRAUD, DECEPTION AND MISREPRESENTATION**

9 **14.1** All allegations set forth above are re-alleged as if fully set forth herein.

10 **14.2** Upon information and belief, GMAC has served as either a "Master Servicer"  
11 or "Submaster Servicer" with regard to the Nicholls Note and DOT.

12 **14.3** On March 12, 2012 the Office of Inspector General, U.S. Department of  
13 Housing and Urban Development ("OIG") issued a scathing *Memorandum of Review* of Ally  
14 Financial Inc.'s (GMAC'S parent corporation) Fort Washington, PA facility practices relating  
15 to foreclosures. The OIG noted Ally's refusal to cooperate with the investigation or to permit  
16 interviews with employees, which after subpoena claimed Fifth Amendment rights under  
17 attorney representation. "The team leader of Ally's foreclosure department testified that he  
18 and other affiants did not sign documents in front of a notary."<sup>51</sup> Notary violations were  
19 referred to the Secretary of the Commonwealth of Pennsylvania. On April 4, 2012 Defendant  
20 GMAC and Ally Financial, Inc., entered into a Consent Judgment<sup>52</sup> with 49 state attorneys  
21 general, including Washington, for unlawful mortgage handling procedures including  
22 foreclosures, and "among other laws, the Unfair and Deceptive Acts and Practices laws of the

23 <sup>51</sup> OIG *Memorandum of Review*, at 5

<sup>52</sup> *United States v. Bank of America Corp. et. al*, No. 12 0361, US Dist. Ct., DC (April 4, 2012)

1 Plaintiff States, the False Claims Act, the Financial Institutions Reform, Recovery, and  
2 Enforcement Act of 1989, the Servicemembers Civil Relief Act, and the Bankruptcy Code  
3 and Federal Rules of Bankruptcy.” GMAC has been sanctioned by courts in Florida and  
4 Maine<sup>53</sup> for falsifying foreclosure documents.

5       **14.4** Upon information and belief, Plaintiff alleges that Defendant GMAC either  
6 directly or through its wholly owned subsidiary ETS is in control of most or all material  
7 decisions and has ordered all actions by Defendants described herein regarding the Property  
8 and the Nicholls Note and Deed of Trust.

9       **14.5** Upon information and belief, Plaintiff alleges that GMAC has orchestrated the  
10 activities of the other Defendants regarding the Property in efforts to intimidate Plaintiff into  
11 submission, i.e. by requiring Plaintiff to pay them everything they demand on pain of losing  
12 the Property to an unlawful trustee’s sale or having the Property clouded indefinitely through  
13 the recordation of invalid instruments in the Official Public Records of King County.

14       **14.6** GMAC’s actions and omissions have been a proximate cause of Plaintiff’s  
15 injuries and damages indicated herein in an amount to be proven at trial. (See ¶ 18.4 below  
16 for Defendants’ assigned liabilities. See also ¶ 18.6 request for punitive damages under  
17 Pennsylvania law).

18  
19                               **XV. TENTH CAUSE OF ACTION**  
20                   **AS AGAINST ALL DEFENDANTS UNDER RCW 9A.82 et seq.**  
                                  **“LITTLE RICO”**

21       **15.1** All allegations set forth above are re-alleged as if fully set forth herein.

22  
23       <sup>53</sup> *TCIF REO2, LLC v. Leibowitz, as Trustee, et al.*, No. 16-2004-CA-4835, Circuit Ct. 4D, Duvall  
Cnty., FL (May 2006); *James v. U.S. Nat. Bank & GMAC*, No. 2:09-cv-84-JHR, U.S. Dist. Ct. Maine  
(Feb. 2011).

1       **15.2** Defendants' have engaged in a pattern and practice of willful conspiratorial,  
2 deceptive, unconscionable acts, in violation of RCW 19.82 et seq., including

- 3       (a) use of deception with the intent of misleading debtors and property owners at  
4       their most vulnerable time (the definition of "profiteering"), as well as  
5       potential buyers of foreclosed properties, Washington State regulators and the  
6       public at large, and  
7       (b) upon which those persons justifiably relied;  
8       (c) recording of fraudulent and false instruments affecting real property titles  
9       thereby impairing the stability of Washington land titles;  
10       (d) circumvention of WDTA procedures to exert control over realty without valid  
11       authority and thereby accomplish theft through nonjudicial foreclosure sale of  
12       Washington resident's residential real property;  
13       (d) adding of unjust fees and interest to amounts alleged as due which are  
14       purportedly secured by deeds of trust;  
15       (e) employing extortionate means to extract payments from property owners  
16       including Plaintiff (See ¶ 15.4).  
17       (f) submitting and/or attempt to submit unlawful credit bids at Trustee Sales  
18       where "creditor" in fact held no ownership in underlying debt or interest in  
19       property. i.e. theft.  
20       (g) reselling and/or intent to resell unlawfully obtained (stolen) real property.

21       **Acts and omissions described herein which are charged under**  
22       **RCW 9A.82 et seq. Criminal Profiteering statutes (felonies in bold):**

23       **15.3** Conspiring to conduct Trustee's Sales of the Property without authority,

1 including no ownership of the underlying Note or legal interest in Deed of Trust: **GMAC**  
2 **GROUP, LSI, First American, Conspirators: RFC-LLC, Homecomings:** (See ¶¶ 5.7, 5.21  
3 – 5.48, 5.58 – 5.69, 6.3 – 6.13, 10.2 – 10.6, 11.2 – 11.16, 12.2 – 12.4, 13.2 – 13.5, 14.4, Exhibit  
4 C): (felonies in bold) **RCW 9A.56.030** (Theft in the first degree); **RCW 9A.82.055** (theft of  
5 property for sale to others); **RCW 10.58.040** (intent to defraud); **RCW 9A.28.020(1)**  
6 (complicity in criminal attempt); **RCW 9A.82.050** (Trafficking in stolen property in the first  
7 degree); **RCW 9A.82.080** (controlling enterprise or realty); **RCW 9A.82.080(3)(a)**  
8 (conspiracy to control realty). **RCW 9A.08.010** (culpability defined). **RCW 9A.28.040**  
9 (criminal conspiracy).

10 **15.4** Using extortionate means to extract payments to parties not entitled to receive  
11 them, including inflated amounts:

12 (a) **GMAC, Chase, RFREH, ETS, First American, LSI, Homecomings, and RFC-**  
13 **LLC (Conspirator):** See ¶¶ 5.21-5.56, 6.8(b), 6.10 – 6.13, 9.1 – 9.5, 10.6, 11.12,  
14 11.16, 11.17, 12.2(e), 12.4, 13.5, 14.4;

15 (b) **ETS, GMAC, First American:** refusal to stop unlawful trustee's sale (tool for  
16 theft and/or extortion): See ¶¶ 5.34-36, 5.46-48.

17 (c) **GMAC, RFREH, ETS, First American, LSI, Bank One, Homecomings:**

18 Leaving Recorded *Notice of Trustee's Sales* on property record when sales had  
19 been "cancelled" as a tool of extortion: See ¶¶ 5.51-5.56, 14.5-14.6. **RCW**  
20 **4.28.328** (also actionable for proximate injuries/damages).

21 **RCW 9A.56.130** (Extortion); **RCW 9A.82.040** (use of extortionate means); **RCW 10.58.040**  
22 (intent to defraud); **RCW 9A.28.020(1)** (complicity in criminal attempt).

23 **15.5** Forgery: **RFREH, GMAC:** See ¶¶ 5.66-5.68 (also 13.2). **RCW 9A.60.020**

1 (Forgery); **RCW 9A.60.040** (criminal impersonation).

2       **15.6** False, Fraudulent and forged instruments have been filed with the King County  
3 Recorder naming **RFREH, Bank One, Chase, Bank of NY, First American and LSI** as  
4 having interests in the Property: **ETS, LSI, First American, Chase, RFREH, RFCorp,**  
5 **RFC-LLC, GMAC** (master conspirator), **Homecomings** (conspirator): See ¶ 10.2, 13.3,  
6 11.15, Exhibit C ¶¶ 4.2a – 4.13a and additional references to Recorded documents herein  
7 described. **RCW 40.16.030** (offering false instrument for filing or record); **RCW 61.24.010,**  
8 **RCW 64.04.020** (real estate statute of frauds); **RCW 9.38.020** (false representations  
9 concerning title); **RCW 64.08.020** (Out of state certification requirements – see also statutes  
10 of states where acknowledgements were executed); **9A.60.050** (false certification); **RCW**  
11 **9A.60.010(4)** (falsely making an instrument); Deeds must be drafted by a licensed attorney  
12 (See footnote 49 and **RCW 19.16.250(5)**); **RCW 9A.08.020** (complicity).

13       **15.7** Plaintiff and a substantial percentage of the residents of Washington have  
14 suffered damages proximately caused by Defendants' acts and omissions stated herein  
15 under Little RICO charges, including

- 16           (a) Diminishment of property values both directly and indirectly;  
17           (b) Degradation of surrounding neighborhood aesthetics, and creating nuisances.  
18           (c) Damage to the public perception and reputation of those victimized,  
19               including humiliation;  
20           (d) Damages, actual and perceived to the integrity of the WDTA system;  
21           (e) Damage to the integrity of Washington's system of law.  
22           (f) Plaintiff has further directly incurred costs of attempting to resolve issues  
23               herein, including substantial out-of-pocket expense, loss of time, attorney



1 fees, research, and prosecuting this action in defense of his property in  
2 amounts to be proven at trial.

3 (g) Plaintiff is also entitled to treble damages at the discretion of the court  
4 under RCW 9A.82.100(4)(d), and attorney fees.

5 (h) See ¶ 18.4 below for Defendants' assigned liabilities.

6 **XVI. ELEVENTH CAUSE OF ACTION**  
7 **CHARGES AGAINST ALL DEFENDANTS AS CONSPIRATORS**  
8 **UNDER RCW 19.82 et seq.**  
9 **CONSUMER PROTECTION ACT**

10 **16.1** All allegations set forth above are re-alleged as if fully set forth herein.

11 **16.2** Defendants have engaged in unfair acts and practices regarding residential real  
12 estate mortgages and marketing of properties to and from consumers, which have seriously  
13 impacted the public interest through:

14 (a) Use of names of banks who hold no interest, identified only "as trustee"s,  
15 where no legal Beneficiary is named in violation of RCW 62A.3 et seq., RCW  
16 61.24.005(2), RCW 61.24.030(7)(a), (8)(l); RCW 61.24.040(2);

17 (b) Asserting claims that the *transfer* of negotiable instruments may be  
18 accomplished through recordation of an Assignment of Deed of Trust, and  
19 acting and attempting to act on such claims through pursuing unlawful  
20 foreclosures. RCW 62A.3-201, 203;

21 (c) Use of phantom, straw-man trustees, which perform no function in the  
22 foreclosure process other than lending their name to entities such as ETS, who  
23 are a wholly owned arm of the foreclosing servicer, such as GMAC, which  
effectively nullifies the protective intermediary role of the "impartial" trustee

1 established by the WDTA;

2 (d) Publishing false information as to how such trustees may be contacted;

3 (e) Recording of bogus Assignments of deeds of trust;

4 (f) Recording bogus appointments of Successor Trustees; and

5 (g) Recording bogus Notices of Trustee's Sales (wrongful foreclosures) based

6 upon these misrepresentations. RCW 19.86.020:

7 (h) Issuing and recording invalid deeds (when the power to grant a deed has been

8 obtained through fraudulent means, any deed so granted is invalid), e.g. LSI

9 (See Section XI above), seriously impacting stability of land titles.

10 **16.3** Fraudulent misrepresentation and intentional deception is charged under the

11 Washington Consumer Protection Act, RCW 19.86 et seq. against the following Defendants

12 which includes the following examples herein stated:

13 (a) **Homecomings:** See See ¶¶ 5.8 - 5.20, 5.38-5.39, 9.3 - 9.5;

14 (b) **ETS:** See ¶¶ 5.24, 5.32- 5.36, 5.46-5.48, 5.57-5.62, 5.69, 10.2-10.6, 11.12-  
15 11.15, 13.1-13.4, 15.3, & 15.6 (conspirator), Exhibit C ¶ 4.12(a);

16 (c) **GMAC:** See ¶¶ 5.24-5.25, 5.35-5.36, 5.50 -5.56, 5.66 -5.68, 6.7- 6.9, 14.2-  
17 14.4, Exhibit C ¶ 4.3(a);

18 (d) **First American:** See ¶¶ 5.23, 5.30 - 5.33, 5.40, 5.46, 5.59 -5.62, 6.12, 10.1-  
19 10.6, 15.3, 15.6, Exhibit C ¶ 4.11(a);

20 (e) **LSI:** See ¶¶ 5.69, 10.4 - 10.5 (same legal basis), 11.1-11.16, 15.3, 15.6,  
21 Exhibit C ¶ 4.13(a);

22 (f) **Chase:** See ¶¶ 5.66 - 5.68, 6.9 (regarding claim to be beneficiary), 6.12,  
23 Exhibit C ¶ 4.8(a);

(g) **RFREH:** See ¶¶ 5.58, 5.59, 5.60, 5.66 - 5.68, 6.9(c)-6.12, 13.1 - 13.5, 15.3,  
15.6, Exhibit C ¶ 4.4(a),(b);

1 (h) **RFCorp**: See ¶ 15.6, Exhibit C ¶ 4.6(a) (unsubstantiated claim of Attorney In  
2 Fact);

3 (i) **RFC-LLC**: See ¶ 15.6, Exhibit C ¶ 4.5(a) (unsubstantiated claim of Attorney  
4 In Fact),

5 **16.4 Fraudulent Withholding of Information which Defendant had a duty to**  
6 **disclose.**<sup>54</sup> Despite repeated requests, including those described herein, no Defendant or any  
7 representative thereof has ever provided the October 2008 pay-off amount on the Nicholls  
8 Note or produced any evidence of ownership thereof, or been willing to exhibit any valid  
9 authority for their actions.

10 (a) **Homecomings**: See ¶¶ 5.8 - 5.20, 5.21, 5.38-5.39,

11 (b) **ETS**: See ¶¶ 5.21, 5.24 - 5.27, 5.34-5.36, 5.38-5.39, 5.46, 5.57, 5.61-5.62

12 (c) **GMAC**: See ¶¶ 5.36, 5.53-5.56, 6.7

13 (d) **First American**: See ¶¶ 5.23, 5.30-5.31, 5.46, 5.57, 5.61-5.62, 10.3-10.5

14 (e) **Chase**: See ¶¶ 5.43 - 5.45

15 **16.5 Homecomings Refusal of Tender of Payoff to generate profits & servicing**  
16 **fees**: See 5.9-5.21. RCW 62A.3-603.

17 **16.6 Robo-signing**: Virtually every instrument, in which Defendants are named,  
18 Recorded as against the Property, is false, fraudulent and/or invalid. Where not already  
19 indicated herein, Plaintiff's Exhibit D "Index to Property Records", to be presented at trial,  
20 will itemize each of these defects, which include but are not limited to violations itemized in  
21 ¶ 15.6 above and elsewhere in this Complaint.

22 **16.7 All Notice's of Trustee Sale** drafted and filed against the Property have stated,  
23 "THIS IS AN ATTEMPT TO COLLECT A DEBT..." Because **All Defendants**, and **First**

<sup>54</sup> See RESTATEMENT (SECOND) OF TORTS § 551 (1977).

1 **American** and **LSI** in particular as phantom straw-man trustees of a deed of trust, lacked the  
2 power of sale under Washington law, their actions herein described are not excluded from the  
3 definition of "debt collection" under RCW 19.16.100(4), and are within the deceptive debt  
4 collection provisions of RCW 19.16 et seq., including, especially regarding ETS, RCW  
5 19.16.250(5) (practice of law in the drafting of instruments). See ¶ 12.2(c).

6 **16.8** Violations of debt collection statutes are per se violations of the CPA<sup>55</sup>.

7 **16.9** Plaintiff has suffered injuries and damages proximately resulting from the  
8 above enumerated acts and is entitled to compensation therefor, including

- 9 (a) Clouding and destabilization of title to Plaintiff's Property and others  
10 thereby diminishing Property's value;
- 11 (b) Loss of use of the Property including lost revenue from sale, rental and/or  
development.
- 12 (c) Pecuniary losses occasioned by inconvenience, including losses from forced  
13 liquidation of securities and cost of loan (See ¶ 5.12), to tender full payoff  
to a rightful claimant;
- 14 (d) Loss of appreciating value of securities liquidated: securities present value  
15 less sale price (or in the alternate *losses x .1/year*), in amounts to be proven  
at trial;
- 16 (e) Tax consequences as result of awards;
- 17 (f) Treble damages allowable under RCW 19.86.090; and
- 18 (f) Attorney fees. (See ¶ 18.4 below for Defendants' assigned liabilities).

19  
20 **XVII. TWELFTH CAUSE OF ACTION**  
21 **INFLICTION OF EMOTIONAL DISTRESS**  
22 **AGAINST SPECIFIED DEFENDANTS, ALL DEFENDANTS THROUGH**  
23 **CONSPIRACY**

**17.1** All allegations set forth above are re-alleged as if fully set forth herein.

<sup>55</sup> *Panag v. Farmers Ins. Co. of Wash.*, 166 Wn.2d 27, (April 2, 2009).

**17.2 Intentional Infliction of Emotional Distress.** The conduct of Defendants **GMAC, Homecomings, RFREH, RFCorp/RFC-LLC (as one entity), First American, LSI** and ETS as set out above was outrageous, sounds in intentional tort, and constitutes intentional infliction of emotional distress.

**17.3 Negligent Infliction of Emotional Distress.** Alternatively, the conduct of Defendants **GMAC, Homecomings, RFREH, RFCorp/ RFC-LLC (as one entity), First American, LSI** and **ETS** as set out above was negligent insofar as said Defendants failed to take reasonable care to avoid causing Plaintiff's emotional distress and caused Plaintiff emotional distress.

**17.4** The Plaintiff's emotional distress was, and is, manifested by objective and/or physical symptoms.

**17.5** See ¶ 19.1(9) for computation of award, and ¶18.4 for assigned liabilities of each Defendant.

## XVIII. INJURIES/DAMAGES

**18.1 All allegations set forth above are re-alleged as if fully set forth herein.**

**18.2 Plaintiff is entitled to compensation in amounts to be proven at trial.**

**18.3** At time of filing of this Complaint conservatively estimated total monetary compensation for injuries, damages, and adverse tax consequences, not including ¶ 18.5 or ¶ 18.6 below, costs or attorney fees, is \$1,166,096.00.

**18.4** Whereas Defendants as identified herein shared responsibility in measure for Plaintiff's injuries, damages, costs and fees as indicated, Plaintiff has assigned proportional liability of awards by this court, except where otherwise confined to individual Defendants, in

the following percentages, subject to the wisdom of the Court:

<u>PERCENTAGE OF LIABILITY</u>	<u>PRLIMINARY ESTIMATES BASED UPON ¶ 18.3</u>
• <b>GMAC</b> ..... 20%	\$233,219
• <b>First American</b> ..... 10%	\$116,610
• <b>ETS</b> ..... 15%	\$174,914
• <b>RFREH</b> ..... 10%	\$116,610
• <b>RFCorp/RFC-LLC</b> ..... 10%	\$116,610
• <b>Homecomings</b> ..... 10%	\$116,610
• <b>LSI</b> ..... 15%	\$174,914
• <b>Chase</b> ..... 10%	\$116,610
• <b>Bank One</b> ..... 0%	0
• <b>BNY</b> ..... 0%	0

**18.5** Because of the willful, egregious and systemic nature of actions described herein by Defendants **LSI** and **ETS**, done in California, Plaintiff requests an appropriate award of punitive damages<sup>56</sup> against each of these Defendants under California Civil Code § 3294.

**18.6** Because of the willful and egregious and systematic nature<sup>57</sup> of the forging of documents, and in particular Assignment of Deed of Trust, Recorded 08/12/2010 (See ¶ 5.66 – 5.68), done for the benefit of **RFREH** by and under the direction of **GMAC**, at Ft. Washington, Pennsylvania, Plaintiff requests an appropriate award of punitive damages against **GMAC** and **RFREH** under Pennsylvania law.

<sup>56</sup> See *Singh v. Edwards Lifesciences Corp.*, 151 Wn. App. 137 (July 6, 2009) (“The conduct that serves as the basis of the punitive damage award here occurred in California and that state has an interest in deterring its corporations from engaging in such fraudulent conduct.”).

<sup>57</sup> Plaintiff will produce at trial additional forgeries from this source.

**XIX. RELIEF REQUESTED**

**WHEREFORE,** Plaintiff prays for relief against Defendants and each of them as follows:

**19.1** For declaratory relief consistent with the pleadings herein, including but not limited to declarations that -

- (1) Defendants have violated the laws of the State of Washington in their efforts to hold foreclosure sales of the Property;
- (2) Defendants are not entitled to conduct a Foreclosure sale of the Property;
- (3) The Nicholls DOT is and should be declared void, invalid, and of no further force or effect as a lien against the Property records on the basis of:
  - (a) Nicholls DOT was void ab initio (See ¶ 5.7)
  - (b) No Defendant, person, or entity, known or unknown, has any valid perfected interest in the Nicholls DOT as against Plaintiff as a purchaser for value in good faith. Chapter 62A.9A RCW, RCW 65.08.070;
  - (b) Defendants' refusal to accept Plaintiff's tender of payment to a verifiably rightful owner of the Nicholls Note;
  - (c) Defendants' failure to identify any verifiably rightful owner of the debt purportedly secured by the Nicholls DOT;
  - (d) That through assignments where there was no valid Beneficiary, the Nicholls DOT has become bifurcated<sup>58</sup> from Nicholls Note (if the latter exists), rendering it void;
- (4) That LSI Title Agency, Inc. and/or any renamed but substantially identical substituted entity be enjoined from doing business in the State of Washington, under RCW 9A.08.030(5), RCW 9A.82.100(2) and(4)(c), and

<sup>58</sup> When a deed of trust is bifurcated from its note, the security becomes unenforceable, and the note must go on its way unsecured. *Bellistri v. Ocwen Loan Servicing, LLC*, 284 S.W.3d 619, 623 (Mo. App. 2009).

(RCW 19.86.080(1) and (2), for gross violations of the RCW, OIC Regulations and fraudulent misrepresentations to Plaintiff, the OIC, the State and the citizens of Washington and California, and it be recommended by this court to the Washington Attorney General that LSI be criminally prosecuted for crimes herein described.

(5) That judgment be entered against the Defendants awarding Plaintiff money damages and recompense for financial injuries and damages based on the facts and causes of action alleged herein in an amount to be proven at the time of trial;

(6) That this court award treble damages against **Homecomings** and/or the proven culpable Defendant, for injuries proximately caused by unlawful trespass and possession of the Property, in an amount to be determined at trial, pursuant to RCW 4.24.630, together with the surrender of all keys to the Property;

(7) That this court award damages resulting from Defendants' violations of Chapter 9A.82 RCW ("Little RICO") as indicated herein, in an amount to be determined at trial, including treble damages as permitted based upon damages charged thereunder, plus costs of investigation, other costs and attorneys' fees as provided by statute;

(8) That this Court award all such relief to Plaintiff as he may be entitled to under the Washington Consumer Protection Act, including treble damages as permitted, based upon injuries and damages resulting from acts and omissions charged thereunder, and attorney fees as provide by statute.



- 1 (9) That this Court award damages as against Defendants **GMAC, Homecomings,**  
2 **RFREH, RFCorp/ RFC-LLC (as one entity), First American, LSI and**  
3 **ETS** for Infliction of Emotional Distress and loss of enjoyment of life, in an  
4 amount equal to double the total of all monetary damages and injuries awarded  
5 by the Court under the above bases;
- 6 (10) That Plaintiff be recompensed for attorneys' fees and costs allowed by equity,  
7 contract, statutes and/or court rules;
- 8 (11) For a permanent injunction under RCW 7.40.010 enjoining any future  
9 foreclosure proceedings by any of the Defendants, their agents,  
10 successors, or assigns based upon the Nicholls note and Deed of Trust;
- 11 (12) For judgment under Chapter 7.28 RCW removing the cloud on Plaintiff's title  
12 of all invalid Recorded documents referencing the Nicholls DOT, all said  
13 Defendants' claims as against the Property, and quieting title in Plaintiff, and  
14 that the Defendants be forever barred from having or asserting any right,  
15 title, estate, lien, power or interest in or to the Property herein described  
16 tracing from the Nicholls Note or DOT;
- 17 (13) That this court award punitive damages against **LSI and ETS** under Cal. Civ.  
18 Code § 3294. See ¶ 18.5;
- 19 (14) That this Court award punitive damages as against **GMAC and RFREH** under  
20 Pennsylvania law. See ¶ 18.6;
- 21 (15) That this court award compensation for tax consequences for Plaintiff as  
22 shall result from injuries/damages awards from this action;
- 23 (16) That this Court award such other damages and compensation for injury as may

1 be awardable to Plaintiff by statute or common law, and for such further just  
2 and equitable relief to Plaintiff as the Court shall deem just and proper.

3 **XX. ATTORNEY FEES**

4 **20.1** The Nicholls DOT contains a provision for award of attorney fees.

5 **20.2** Plaintiff will be entitled to an award of attorney fees against Defendants as  
6 the prevailing party in this action.

7 **20.3** Plaintiff has incurred and continues to incur awardable attorneys' fees in  
8 efforts to protect his fee simple title to the Property.

9 **20.4** Plaintiff is entitled to an award of his attorney fees, costs, and expenses under  
10 the applicable statutes cited in this complaint, including but not limited to RCW  
11 9A.82.100(1)(a), RCW 19.86.090, and RCW 4.28.328(3).

12  
13  
14  
15 Dated this 5th day of June, 2012.

16 **HELMUT KAH, Attorney at Law**

17  
18  
19 **Helmut Kah, WSBA # 18541**  
20 **Attorney for Plaintiff**  
21  
22  
23

1 **VERIFICATION**

2 The undersigned declares that he is the Plaintiff in this matter.

3 I make this declaration based upon my personal knowledge.

4 I have reviewed the factual allegations set forth in this complaint and I believe the  
5 same to be true.

6 I declare under penalty of perjury of the laws of the State of Washington that the  
7 foregoing is true and correct.

8 SIGNED June 4, 2012, at Portland, Oregon.

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10  
11   
12 Duncan K. Robertson, Plaintiff  
13  
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23

Robertson v. GMAC Mortgage, LLC, et al.

**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

The property which is the subject of this Complaint is commonly known as 12002 4th Avenue Southwest, Seattle, Washington, 98146, Tax Parcel No. 072304-9322-04, described as follows:

That portion of the Northwest quarter of the Northeast quarter of the Southeast quarter of Section 7, Township 23 North, Range 4 East of the Willamette Meridian, records of King County, Washington, described as follows:

Beginning at a point on the East line of 4th Avenue Southwest which is 384.61 feet North of the North line of Southwest 122nd Street;  
THENCE East parallel with the North line of Southwest 122nd Street, 260.15 feet.

THENCE South parallel with the East line of 4th Avenue Southwest 64.16 Feet;

THENCE West parallel with the North line of Southwest 122nd Street, 260.15 feet to the East line of 4th Avenue Southwest;  
THENCE North along said East line 64.16 feet to the point of beginning.

Situate in the County of King, State of Washington.

**EXHIBIT A**

**EXHIBIT A**  
**Robertson v. GMAC Mortgage, LLC et al.**  
**1 Page**

**HELMUT KAH, Attorney at Law**  
16818 140<sup>th</sup> Avenue NE  
Woodinville, WA 98072-9001  
Phone: 425-949-8357  
Fax: 425-949-4679  
Cell: (206) 234-7798  
Email: helmut.kah@att.net  
WSBA # 18541

AFTER RECORDING MAIL TO:  
Duncan K. Robertson  
3520 S.E. Harold Court  
Portland, OR 97292-4344



20081007001048

FIDELITY NATION TO  
PAGE 001 OF 000  
10/07/2008 14:50  
KING COUNTY, WA

E2366507

10/07/2008 14:49  
KING COUNTY, WA

TRX  
SALE

\$10.00  
\$0.00

PAGE 001 OF 001

### TRUSTEE'S DEED

THE GRANTOR, Ryan D. Griffin, as present Trustee under that Deed of Trust (defined below), in consideration of the premises and payment recited below, hereby grants and conveys, without representation or warranty, expressed or implied, to Duncan K. Robertson, as GRANTEE, all real property (the Property), situated in the County of King, State of Washington, described as follows:

Tax Parcel No.: 072304932204

Full Legal Description attached as 'Exhibit A' and incorporated by reference as though fully set forth herein.

Recorded at the request of  
FIDELITY NATIONAL TITLE

#### RECITALS:

Order # 0711288  
5147

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon the Grantee by that certain Deed of Trust dated January 5, 2006, recorded January 6, 2006, under Auditor's File No. 20060106002340, records of King County, Washington, from Linda C. Nicholls, as Grantor, to Fidelity National Title Company of Washington, as Trustee, to secure an obligation in favor of Duncan K. Robertson, as Beneficiary.

2. The Deed of Trust was executed to secure, together with other undertakings, the payment of one or more promissory note(s) ("Note") in the sum of \$82,000.00 with interest thereon, according to the terms thereof, in favor of Fidelity National Title Company of Washington, trustee for Duncan K. Robertson and to secure any other sums of money which might become due and payable under the terms of said Deed of Trust.

3. The Deed of Trust provided that the Property is not used principally for agricultural or farming purposes and the Grantor has no actual knowledge that the Property is used principally for agricultural or farming purposes.

trustee owed no duty to make disclosures to Grantee concerning the Property, Grantee relying solely upon his/her/their/its own due diligence investigation before electing to bid for the property.

<sup>3 R6</sup>  
DATED: October 3, 2008

GRANTOR  
Ryan D. Griffin

ACKNOWLEDGMENT

STATE OF CALIFORNIA, COUNTY OF SACRAMENTO On October 3, 2008 before me, APPAIAH VAN WAGEN <sup>NOTARY PUBLIC</sup> (name and title of officer), personally appeared RYAN D. GRIFFIN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) (is/are) subscribed to the within instrument and acknowledged to me that (he/she/they) executed the same in (his/her/their) authorized capacity(ies), and that by (his/her/their) signature(s) on the instrument the person(s) (or the entity upon behalf of which the person(s) acted) executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
Notary

[seal]

SEE CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

(614)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of SACRAMENTO

On 30 OCTOBER 2008 before me, GERALD W. VAN WAGNER, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared RYAN D. BRIEFIN  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Gerald W. Van Wagner  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

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Top of thumb here

4. Default having occurred in the obligations secured and/or covenants of the Deed of Trust grantor, as set forth in Notice of Trustee's Sale described below, which by the terms of the Deed of Trust make operative the power to sell, the thirty-day advance Notice of Default was transmitted to the Deed of trust grantor, or her successor in interest, and a copy of said Notice was posted or served in accordance with law.

5. Duncan K. Robertson, being then the holder or the nominee of the indebtedness secured by the Deed of Trust, delivered to said Grantor a written request directing Grantor to sell the Property in accordance with law and the terms of the Deed of Trust.

6. The defaults specified in the "Notice of Default" not having been cured, the Grantor, in compliance with the terms of the Deed of Trust, executed and on 01/09/08, recorded in the office of the Recorder of King County, Washington, a "Notice of Trustee's Sale" of the Property under File No. 20080109000688.

7. The Grantor, in the "Notice of Trustee's Sale", fixed the place of sale as "At the main entrance to the Administration Building, 500 4<sup>th</sup> Avenue, Seattle, WA" at 10:00 a.m., and in accordance with the law caused copies of the statutory "Notice of Trustee's Sale" to be transmitted by mail to all persons entitled thereto and either posted or served prior to 90 days before the sale; further, the Grantor caused a copy of said "Notice of Trustee's Sale" to be published in a legal newspaper in each county in which the property or any part thereof is situated, once between the thirty-fifth and twenty-eighth day before the date of sale, and once between the fourteenth and seventh day before the date of sale; and further, included with the Notice, which was transmitted to or served upon the Deed of Trust grantor or his successor in interest, a "Notice of Foreclosure" in substantially the statutory form, to which copies of the Note and Deed of Trust were attached.

8. During foreclosure, no action by the Beneficiary, its successors or assigns was pending on an obligation secured by the Deed of Trust

9. All legal requirements and all provisions of said Deed of Trust have been complied with, as to acts to be performed and notices to be given, as provided in chapter 61.24 RCW

10. The default specified in the "Notice of Trustee's Sale" not having been cured ten days prior to the date of Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on 09/26/08, the date of sale, which was not less than 190 days from the date of default in the obligation secured, the Grantor then and there sold the Property at public auction to said Grantee, the highest bidder therefore, for the sum of \$62,825.53.

This conveyance is made without representations or warranties of any kind, expressed or implied. By recording this Trustee's Deed, Grantee understands, acknowledges and agrees that the Property was purchased in the context of a foreclosure, that the trustee made no representations to Grantee concerning the Property and that the



Fidelity National Title Insurance Company

Commitment Number: 7-07111288

**SCHEDULE C  
PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

That portion of the Northwest quarter of the Northeast quarter of the Southeast quarter of Section 7, Township 23 North, Range 4 East of the Willamette Meridian, records of King County, Washington, described as follows:

Beginning at a point on the East line of 4th Avenue Southwest which is 384.61 feet North of the North line of Southwest 122nd Street;

THENCE East parallel with the North line of Southwest 122nd Street, 260.15 feet;

THENCE South parallel with the East line of 4th Avenue Southwest 64.16 feet;

THENCE West parallel with the North line of Southwest 122nd Street, 260.15 feet to the East line of 4th Avenue Southwest;

THENCE North along said East line 64.16 feet to the point of beginning.

Situate in the County of King, State of Washington.

**NOTE FOR INFORMATIONAL PURPOSES ONLY:**

The following may be used as an abbreviated legal description on the documents to be recorded, per amended RCW 65.04. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document.

This property is located in King county.

Recording to be delivered to:

Fidelity National Title Co., 720 Olive Way #515, Seattle, WA 98101

## EXHIBIT C

Apparent sources of defendants' claims regarding the subject real property  
(Paragraph Numbers correspond to Complaint Numbers)

### Defendant GMAC Mortgage, LLC ["GMAC"]:

4.3(a) Defendant GMAC claims or has claimed to be a holder of the Nicholls note.

### Defendant Residential Funding Real Estate Holdings, LLC ["RFREH"]:

4.4(a) Defendant RFREH's name appears as indicated in the following recorded documents:

- (1) As signing party on an Appointment of Successor Trustee dated 02/16/2010 and recorded on 02/17/2010 under no. 20100217000758 as follows:

"Dated: 2/16/2010 Residential Funding Real Estate Holdings, LLC"

This document is invalid due to a fatally insufficient acknowledgment and because RFREH holds no interest in the subject note or deed of trust.

- (2) As the assignee in an Assignment of Deed of Trust dated 07/28/2010 and recorded 08/12/2010 under no. 20100812000720 as follows:

"FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to Residential Funding Real Estate Holdings, LLC all beneficial interest under the certain Deed of Trust dated November 1, 1999, \* \* \* ."

"Dated: 07-28-10

"JPMorgan Chase Bank, N.A. successor by merger with Bank One, N.A."

"By: Thomas Strain

"Name: Thomas Strain

"Title: Limited Signing Officer

## EXHIBIT C

Robertson v. GMAC Mortgage, LLC et al.

Page 1 of 7

HELMUT KAH, Attorney at Law  
16818 140<sup>th</sup> Avenue NE  
Woodinville, WA 98072-9001  
Phone: 425-949-8357  
Fax: 425-949-4679  
Cell: (206) 234-7798  
Email: [helmut.kah@att.net](mailto:helmut.kah@att.net)  
WSBA # 18541

1                   **4.4(b) RFREH's name appears in the recitals on page 1 of the following recorded**  
2 document:  
3

4                   (1) Notice of Trustee's Sale dated 12/20/2010 and recorded 12/22/2010 under  
5 no. 20101222001196.

6                   **Defendant Residential Funding**  
7                   **Company, LLC ["RFC-LLC"]:**

8                   **4.5(a) Defendant RFC-LLC's name appears as the purported Attorney-In-Fact for**  
9 defendant **Bank of New York Trust Company** (see Complaint ¶4.10) in the following  
10 recorded document:

11                   (1) Appointment of Successor Trustee dated February 17, 2007,  
12 acknowledged February 1, 2007 and recorded on 02/23/2007 under  
13 no. 20070223001307.

14                   **Defendant Residential Funding**  
15                   **Corporation ["RFCorp"]:**

16                   **4.6(a) Defendant RFCorp's name appears as the purported Attorney-in-Fact for**  
17 defendant **Bank One National Association** on the following recorded document:

18                   (1) Appointment of Successor Trustee dated 10/24/2000 and recorded on  
19 10/30/2000 under no. 20001030000943.

20                   **Defendant Homecomings Financial, LLC, also known**  
21                   **as Homecomings Financial Network ["Homecomings"]:**

22                   **4.7(a) Defendant Homecomings claims or has claimed to be a servicer of the**  
23 obligation represented by the Nicholls note.

1 **Defendant JP Morgan Chase Bank N.A. ["Chase"]:**

2 4.8(a) Defendant CHASE's name appears on the following recorded documents as  
3 indicated:

- 4 (1) In the signature block of an Appointment of Successor Trustee dated  
5 February 17, 2007, acknowledged/notarized 02/01/2007 and recorded on  
6 02/23/2007 under no. 20070223001307 as follows:

7 "THE BANK OF NEW YORK TRUST COMPANY, N.A. AS  
8 SUCCESSOR TO JP MORGAN CHASE BANK, N.A., AS  
9 TRUSTEE, FKA THE CHASE MANHATTAN BANK AS TRUSTEE,  
BY: RESIDENTIAL FUNDING COMPANY, LLC, ITS ATTORNEY  
IN FACT."

- 10 (2) In the recitals on page 1 of a Notice of Trustee's Sale dated March 9, 2007,  
11 and recorded on 03/13/2007 under no. 20070313001435 as follows:

12 "\* \* \* the beneficial interest in which was assigned by OLD KENT  
13 MORTGAGE COMPANY D.B.A. NATIONAL PACIFIC  
14 MORTGAGE TO RFC - THE BANK OF NEW YORK TRUST  
COMPANY, N.A. AS SUCCESSOR TO JP MORGAN CHASE  
BANK, N.A. AS TRUSTEE, FKA THE CHASE MANHATTAN  
BANK AS TRUSTEE TRUSTEE. (sic) "

- 15 (3) In the signature block of an Assignment of Deed of Trust dated 07/28/2010  
16 and recorded on 08/12/2010 under no. 20100812000720. See ¶ 4.4(a)(2)  
17 above.

18 **Defendant Bank One National Association ["Bank One"]:**

19 4.9(a) Defendant Bank One's name appears on the following recorded documents as  
20 indicated:

- 21 (1) As assignee on a facially invalid document titled "Corporation Assignment  
22 of Mortgage" dated 01/20/2000 and recorded on 08/03/2000 under no.  
23 20000803000299;

**EXHIBIT C**

Robertson v. GMAC Mortgage, LLC et al.

Page 3 of 7

HELMUT KAH, Attorney at Law  
16818 140<sup>th</sup> Avenue NE  
Woodinville, WA 98072-9001  
Phone: 425-949-8357  
Fax: 425-949-4679  
Cell: (206) 234-7798  
Email: helmut.kah@att.net  
WSBA # 18541

1 (2) In the signature block of an Appointment of Successor Trustee dated  
2 10/24/2000 and recorded on 10/30/2000 under no. 20001030000943 as  
3 follows:

4 "Bank One, National Association, Trustee  
5 "By Residential Funding Corporation, it's Attorney in Fact"  
6 (sic)

7 (3) In the signature block of an Appointment of Successor Trustee dated April  
8 26, 2004, and recorded on 05/11/2004 under no. 20040511002214 as  
9 follows:

10 "Bank One, National Association, As Trustee"

11 (4) In the recitals on page 1 of a Notice of Trustee's Sale dated 05/25/04 and  
12 recorded on 05/27/2004 under no. 20040527001926 as follows:

13 "\* \* \* the beneficial interest of which was assigned to BANK  
14 ONE, NATIONAL ASSOCIATION, AS TRUSTEE, records of  
15 King County, Washington."

16 (5) In the signature block of Appointment of Successor Trustee dated  
17 12/28/2004 and recorded on 01/10/2005 under no. 20050110001517 as  
18 follows:

19 "BANK ONE NATIONAL ASSOCIATION AS TRUSTEE"

20 (6) In the recitals on page 1 of a Notice of Trustee's Sale dated February 1,  
21 2005, and recorded on 02/03/2005 under no. 20050203001608 as follows:

22 "\* \* \* the beneficial interest of which was assigned to BANK  
23 ONE, NATIONAL ASSOCIATION, AS TRUSTEE, records of  
King County, Washington."

(7) In the recitals on page 1 of a Notice of Trustee's Sale dated 01/09/2009  
and recorded on 01/12/2009 under no. 20090112001130 as follows:

"\* \* \* the beneficial interest in which was assigned by OLD  
KENT MORTGAGE COMPANY D.B.A. NATIONAL  
PACIFIC MORTGAGE to RFC-BANK ONE, NATIONAL  
ASSOCIATION, AS TRUSTEE FKA THE FIRST  
NATIONAL BANK OF CHICAGO, AS TRUSTEE."

### EXHIBIT C

Robertson v. GMAC Mortgage, LLC et al.

Page 4 of 7

HELMUT KAH, Attorney at Law  
16818 140<sup>th</sup> Avenue NE  
Woodinville, WA 98072-9001  
Phone: 425-949-8357  
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Email: helmut.kah@att.net  
WSBA # 18541

1 (8) In the signature block of an Assignment of Deed of Trust dated  
2 07/28/2010 and recorded on 08/12/2010 under no. 20100812000720.  
3 See ¶ 4.4(a)(2) above.

4 **Defendant Bank of New York Trust**  
5 **Company, N.A. ["BNY"]:**

6 **4.10(a)** Defendant BNY's name appears in the following recorded documents:

7 (1) In the signature block of an Appointment of Successor Trustee dated  
8 02/17/2007, acknowledged/notarized 02/01/2007 and recorded on  
9 02/23/2007 under no. 20070223001307 which is signed by RFC-LLC as  
10 BNY's purported Attorney-In-Fact, as follows:

11 "THE BANK OF NEW YORK TRUST COMPANY, N.A. AS  
12 SUCCESSOR TO JP MORGAN CHASE BANK, N.A., AS  
13 TRUSTEE, FKA THE CHASE MANHATTAN BANK AS TRUSTEE,  
14 BY: RESIDENTIAL FUNDING COMPANY, LLC, ITS ATTORNEY  
15 IN FACT."

16 (2) In the recitals on page 1 of a Notice of Trustee's Sale dated March 09, 2007  
17 and recorded on 03/13/2007 under no. 20070313001435 as follows:

18 "\* \* \* the beneficial interest in which was assigned by OLD KENT  
19 MORTGAGE COMPANY D.B.A. NATIONAL PACIFIC  
20 MORTGAGE to RFC - THE BANK OF NEW YORK TRUST  
21 COMPANY, N.A. AS SUCCESSOR TO JP MORGAN CHASE  
22 BANK, N.A. AS TRUSTEE, FKA THE CHASE MANHATTAN  
23 BANK AS TRUSTEE TRUSTEE. (sic) "

18 **Defendant First American Title Insurance**  
19 **Company ["First American"]:**

20 **4.11(a)** First American's name appears as a party to the following recorded  
21 documents:

22 (1) As successor trustee in an Appointment of Successor Trustee dated  
23 02/17/2007, acknowledged/notarized 02/01/2007 and recorded on  
02/23/2007 under no. 20070223001307;

1 (2) As Trustee in Notices of Trustee's Sale recorded on the following dates:

2 03/13/2007 under no. 20070313001435,  
3 01/12/2009 under no. 20090112001130, and  
4 03/23/2010 under no. 20100323000378.

5 (3) As Trustee in Notices of Discontinuance of Trustee's Sale recorded on the  
6 following dates:

7 09/05/2007 under no. 20070905000989,  
8 06/17/2010 under no. 20100617000457, and  
9 06/17/2010 under no. 20100617000458.

10 **Defendant Executive Trustee Services, LLC ["ETS"]:**

11 **4.12(a) Defendant ETS's name appears on the following recorded documents as the**  
12 **entity to which documents should be returned after recording:**

- 13 (1) Appointment of Successor Trustee dated 02/17/2007, acknowledged/  
14 notarized 02/01/2007 and recorded on 02/23/2007 under no.  
15 20070223001307;  
16 (2) Notice of Trustee's Sale dated 03/09/2007 and recorded on 03/13/2007  
17 under no. 20070313001435;  
18 (3) Notice of Discontinuance of Trustee's Sale dated 08/30/2007 and recorded  
19 on 09/05/2007 under no. 20070905000989;  
20 (4) Notice of Trustee's Sale dated 01/09/2009 and recorded on 01/12/2009  
21 under no. 20090112001130;  
22 (5) Appointment of Successor Trustee dated 02/16/2010 and recorded on  
23 02/17/2010 under no. 20100217000758;  
(6) Notice of Trustee's Sale dated 03/22/2010 and recorded on 03/23/2010  
under no. 20100323000378;  
(7) Notice of Discontinuance of Trustee's Sale dated 06/16/2010 and recorded  
on 06/17/2010 under no. 20100617000457;

**EXHIBIT C**

**Robertson v. GMAC Mortgage, LLC et al.**  
**Page 6 of 7**

**HELMUT KAH, Attorney at Law**  
16818 140<sup>th</sup> Avenue NE  
Woodinville, WA 98072-9001  
Phone: 425-949-8357  
Fax: 425-949-4679  
Cell: (206) 234-7798  
Email: helmut.kah@att.net  
WSBA # 18541

- 1 (8) Notice of Discontinuance of Trustee's Sale dated 06/16/2010 and recorded  
2 on 06/17/2010 under no. 20100617000458;
- 3 (9) Notice of Discontinuance of Trustee's Sale dated 06/22/2010 and recorded  
4 on 06/24/2010 under no. 20100624000425;
- 5 (10) Notice of Trustee's Sale dated 12/20/2010 and recorded on 12/22/2010  
6 under no. 20101222001196. Cover sheet of Notice mailed to Plaintiff  
7 directs, "Send Payments to: ETS [Burbank, CA address]"
- 8 (11) Notice of Discontinuance of Trustee's Sale dated 05/26/2011 and recorded  
9 on 06/07/2011 under no. 20110607001051; and
- 10 (12) Notice of Discontinuance of Trustee's Sale dated 06/07/2010 and recorded  
11 on 06/07/2011 under no. 20110607001165.

12 **Defendant LSI Title Agency, Inc. ["LSI"]:**

13 **4.13(a) LSI's name appears as a party to the following recorded documents:**

- 14 (1) As successor trustee in an Appointment of Successor Trustee dated  
15 02/16/2010 and recorded on 02/17/2010 under no. 20100217000758.
- 16 (2) As Trustee in a Notice of Trustee's Sale dated 03/22/2010 and recorded  
17 03/23/2010 under no. 20100323000378.
- 18 (3) As Trustee in a Notice of Discontinuance of Trustee's Sale dated 06/22/2010  
19 and recorded on 06/24/2010 under no. 20100624000425.
- 20 (4) As Trustee in a Notice of Trustee's Sale dated 12/20/2010 and recorded on  
21 12/22/2010 under no. 20101222001196.
- 22 (5) As Trustee in a Notice of Discontinuance of Trustee's Sale dated 05/26/2010  
23 and recorded on 06/07/2011 under no. 20110607001051.
- (6) As Trustee in a Notice of Discontinuance of Trustee's Sale dated 06/07/2011  
and recorded on 06/07/2011 under no. 20110607001165.

**EXHIBIT C**

**Robertson v. GMAC Mortgage, LLC et al.**

**Page 7 of 7**

**HELMUT KAH**, Attorney at Law  
16818 140<sup>th</sup> Avenue NE  
Woodinville, WA 98072-9001  
Phone: 425-949-8357  
Fax: 425-949-4679  
Cell: (206) 234-7798  
Email: [helmut.kah@att.net](mailto:helmut.kah@att.net)  
WSBA # 18541



**Exhibit 1-C**

**Claim No. 2387**

<b>UNITED STATES BANKRUPTCY COURT</b> <b>Southern District of New York</b>		<b>PROOF OF CLAIM</b>	
Name of Debtor: <b>RESIDENTIAL FUNDING REAL ESTATE HOLDINGS, LLC</b>		Case Number: <b>12-12020 (MG)</b>	
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): <b>Duncan K. Robertson</b>		<div style="text-align: center;"> <b>RECEIVED</b>  <b>NOV 05 2012</b>  <b>KURTZMAN CARSON CONSULTANTS</b> </div>	
Name and address where notices should be sent: <b>Duncan K. Robertson</b> <b>3520 SE Harold Court</b> <b>Portland, OR 97202-4344</b>		<b>COURT USE ONLY</b> <input type="checkbox"/> Check this box if this claim amends a previously filed claim.  Court Claim Number: _____ (If known)  Filed on: _____	
Telephone number: (503) 775-9164      email: uncadunc1@aol.com			
Name and address where payment should be sent (if different from above):   Telephone number: _____      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.	
<b>1. Amount of Claim as of Date Case Filed:</b> \$ <u>118,812.00</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.			
<b>2. Basis for Claim:</b> <u>Injuries/damages, see Exhibit POC-A: Verified Complaint</u> (See instruction #2)			
<b>3. Last four digits of any number by which creditor identifies debtor:</b>		<b>3a. Debtor may have scheduled account as:</b> _____ (See instruction #3a)	
		<b>3b. Uniform Claim Identifier (optional):</b> _____ (See instruction #3b)	
<b>4. Secured Claim</b> (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		<b>Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any:</b> \$ _____	
<b>Nature of property or right of setoff:</b> <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other <b>Describe:</b>		<b>Basis for perfection:</b> _____	
<b>Value of Property:</b> \$ _____		<b>Amount of Secured Claim:</b> \$ _____	
<b>Annual Interest Rate</b> _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		<b>Amount Unsecured:</b> \$ _____	
<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.</b>			
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).		<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	
<input type="checkbox"/> 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"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).	
		<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)(____).	
		<b>Amount entitled to priority:</b> \$ _____	
*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.			
<b>6. Credits.</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)			



12120621211050000000000001

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: **Attached: Breakout and Exhibit POC-A (Verified Complaint & Exhibits A, B and C)**

**8. Signature:** (See instruction #8)

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: **Duncan K. Robertson**

Title: \_\_\_\_\_

Company: \_\_\_\_\_

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

Telephone number: \_\_\_\_\_ email: \_\_\_\_\_

(Signature)

(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. (See Definition of Secured Claim.) If the claim is partially secured, state the nature and value of property that secures the claim, and state, as of the date of the claim, whether it is fixed or floating.

**5. Amount of Claim Entitled to Priority:**

If any portion of the claim falls into a priority category, check the appropriate box(es) and state the amount entitled to priority. (See Definition of Priority Claim.) 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.

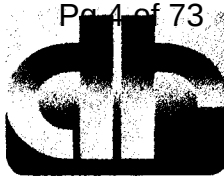
**8. Date and Signature:**

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.

**RECEIVED**

NOV 05 2012

**KURTZMAN CARSON CONSULTANTS**



Duncan Robertson  
3520 S.E. Harold Court  
Portland, OR 97202-4344  
Tel & Fax: (503)775-9164  
Uncadunc1@aol.com

Residential Capital Claims Processing Center  
c/o KCC  
2335 Alaska Avenue,  
El Segundo, California 90245

October 31, 2012

REF: *In Re RESIDENTIAL CAPITAL, LLC, et al.*  
Case No. 12-12020 (MG)  
Proofs of Claims

Dear KCC and Court:

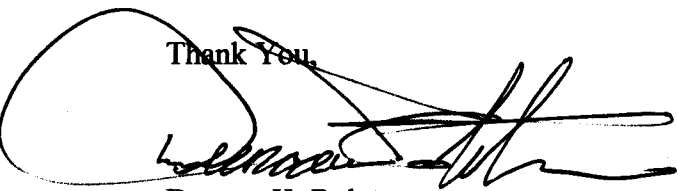
Enclosed please find the following Proofs of Claim and materials for:

- **GMAC Mortgage, LLC** and Proof of Claim Breakdown
- **Executive Trustee Services, LLC** and Proof of Claim Breakdown
- **Residential Funding Real Estate Holdings, LLC** and Proof of Claim Breakdown
- **Residential Funding Company, LLC** and Proof of Claim Breakdown
- **Homecomings Financial, LLC** and Proof of Claim Breakdown
- **EXHIBIT POC-A – Verified Complaint and Exhibits A, B & C.** This document is exhibit to each of the above proofs of claim.

If you would prefer to have a separate copy of EXHIBIT POC-A for each individual Proof of Claim please let me know. I am assuming that you scan it, and simply attach a copy of that scan to each file.

Attorney Helmut Kah has resigned as my attorney and I am proceeding pro se, which is why his address block has been X'd out on the first page of EXHIBIT POC-A. Please direct all notices to me at the above address and as provided on the Proofs of Claim.

Thank You,



Duncan K. Robertson  
Claimant  
3520 SE Harold Court  
Portland, OR 97202-4344  
Phone & Fax: (503)775-9164  
Uncadunc1@aol.com

**PROOF OF CLAIM BREAKDOWN**

**RESIDENTIAL FUNDING REAL ESTATE HOLDINGS, LLC, Debtor**

*In Re RESIDENTIAL CAPITAL, LLC, et al.*

(Jointly Administered)

**United States Bankruptcy Court**

**Southern District of New York**

**Case No. 12-12020 (MG)**

**(Chapter 11)**

**CREDITOR: Duncan K. Robertson**

The following breakdown of claim is based upon attached Verified Complaint, *Exhibit POC-A* (as updated for attorney fees) for claims to 05/14/2012.

Damages resulting from break-ins (trebled under RCW 4.24.630)	3,450
Loss of Property value	155,575
Loss of use of Property or proceeds therefrom \$207,787 (av. value) x .1 / 12 * 39 months) <sup>1</sup>	67,531
Cost of loan taken out to tender payment (Citi Visa)	780
Losses from forced sale of securities	50,608
Loss of use of funds from above securities losses (losses x .1/year) <sup>1</sup>	15,860
Losses from readiness to tender payment	67,248
Research, expenses under RCW 9A.82.100	25,499
Travel Expense	<u>500</u>
Tangible Economic Losses to 05/14/12:	\$319,803
Personal Injuries and intentional infliction of emotional distress <sup>2</sup> (estimated here at 2 x Tangible Economic Losses)	639,606
Attorney Fees to 05/13/2012	22,869
<b>Costs –</b>	
a. Litigation Guarantee – Fidelity Nat. Title	839
b. court costs (filing, service, jury fee – not included)	
c. Hotel etc. to attend trial (not included)	

<sup>1</sup> “Compensation award for the loss of use of the monetary value of the taking from the time of the taking until just compensation is paid.” (language from *Ethridge v. Hwang*, 105 Wn. App. 447 (Aug., 1997) (based upon a taking of land causing it to be unavailable for use).

<sup>2</sup> See *Kloepfel v. Bokor*, 149 Wn.2d 192, 194 (Apr. 2003); *Cagle v. Burns & Roe*, 106 Wn.2d 911, 726 P.2d 434 (Oct. 9, 1986)

d. Additional attorney fees for courtroom attorney (not included)  
e. Property taxes paid while defending property (not included)  
Treble Damages allowable under RCW 9A.82.100(4)(d)  
and RCW 19.86.090 (only one included) 25,000  
Additional compensation as court may award (not included)  
Adverse tax consequences (\$1Mil at est.18% tax rate) 180,000  
TOTAL OF CLAIM (subject to adjudication) \$1,188,117

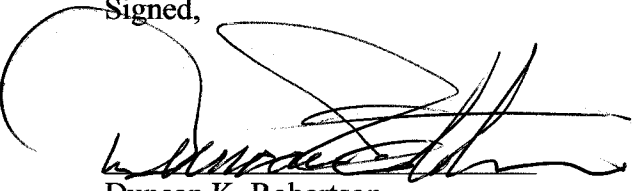
Also not included in above are property taxes paid while defending property.

Claim against RESIDENTIAL FUNDING REAL ESTATE HOLDINGS, LLC is 10% of the  
above (See *Exhibit POC-A*, Page 49) **\$118,812**

A Motion for Relief From Stay is being filed in this proceeding so that these claims may be  
properly adjudicated in the only court qualified to do so: King County Superior Court, WA.

I certify under penalty of perjury that the above information is true and correct to the best of  
my knowledge, information, and reasonable belief.

Signed,



Duncan K. Robertson  
Claimant  
3520 SE Harold Court  
Portland, OR 97202-4344  
Phone & Fax: (503)775-9164  
[Uncadunc1@aol.com](mailto:Uncadunc1@aol.com)

10/31/2012  
Date

23

**COUNTY OF KING**

**Duncan K. Robertson,**

**Plaintiff,**

**VS.**

**GMAC Mortgage, LLC; Executive Trustee Services, LLC; Residential Funding Real Estate Holdings, LLC; Residential Funding Company, LLC; Residential Funding Corporation; Homecomings Financial, LLC; LSI Title Agency, Inc.; JP Morgan Chase Bank N.A.; Bank One National Association; Bank of New York Trust Company N.A.; First American Title Insurance Company; DOES 1- 100; and all other persons or parties unknown claiming any right, title, estate, lien, or interest in the real estate described herein,**

**Defendants.**

**NO. 12-2-19854-3 SEA**

**VERIFIED COMPLAINT FOR:**

(1) QUIET TITLE;

**(2) WRONGFUL FORECLOSURE;**

**(3) MISREPRESENTATION;**

**(4) TRESPASS;**

**(5) FRAUD & DECEPTION;**

**(6) INFLICTION OF EMOTIONAL  
DISTRESS;**

**(7) VIOLATION OF DUTY OF GOOD FAITH AND FAIR DEALING;**

**(8) AGENCY LIABILITY (CONSPIRACY);**

**(9) VIOLATION OF WASHINGTON  
"LITTLE RICO" STATUTES;**

**(10) VIOLATIONS OF CONSUMER PROTECTION ACT.**

## I. INTRODUCTION

### 1.1 Definitions of terms frequently used herein:

(a) The **"Property"**. Residential real property and improvements commonly known as 12002 4th Avenue Southwest, Seattle, Washington, 98146, Tax Parcel No. 072304-9322-

**COMPLAINT FOR QUIET TITLE, INJUNCTIVE RELIEF,  
DECLARATORY RELIEF, DAMAGES, AND OTHER RELIEF**

Page 1 of 54

**EXHIBIT POC-A**

16818 140<sup>th</sup> Avenue NE  
 Phone: 425-949-8357  
 Fax: 425-949-8039  
 Cell: (206) 234-7798  
 WSBA # 18541

04. The legal description of the Property is attached as Exhibit "A" and incorporated by this reference.

(b) "**Nicholls Note**". An Adjustable Rate Note in the face amount of \$100,000 which, upon information and belief, was executed by Linda C. Nicholls ("Nicholls") as Borrower, to "Old Kent Mortgage Company, d.b.a. National Pacific Mortgage, a Michigan Corporation" ("Old Kent") as Lender, on November 1, 1999, contemporaneously with the Nicholls DOT (below). The Nicholls Note was not a "loan for purchase."

(c) "**Nicholls DOT**". A Deed of Trust<sup>1</sup> encumbering the Property, purportedly securing the Nicholls Note, and dated November 1, 1999, which names one Linda C. Nicholls ("Nicholls") as Grantor, Old Kent Mortgage Company d.b.a. National Pacific Mortgage as Lender/Beneficiary, and N.P. Financial Corporation as Trustee.

(d) All uses of the term "**Recorded**" herein indicate that the referenced document was recorded in the Official Public Records of the Recorder's Office, King County, Washington.

(e) The term "**Beneficiary**" (of a deed of trust) means: "the holder of the instrument or document evidencing the obligations secured by the deed of trust, excluding persons holding the same as security for a different obligation." (RCW 61.24.005(2))

**1.2** Upon information and belief, all actions of Defendants herein, and all assertions by Defendants, or any of them, of an interest in the Property, are related to the Nicholls Note and/or Nicholls DOT.

**1.3** Plaintiff Duncan K. Robertson ("**Robertson**") brings this action for quiet title to the Property described in ¶ 1.1(a) above, and for other relief as set forth below.

**1.4** No claim is made herein under any laws of the United States.

<sup>1</sup> Nicholls DOT: King County Recorder # 19991115001505.



1  
2 **II. JURISDICTION AND VENUE**

3 **2.1** All allegations above are re-alleged as though fully set forth.

4 **2.2** The court has jurisdiction over the parties to this complaint because at all times  
5 relevant the parties were either residents of the state of Washington, were incorporated under  
6 the laws of the state of Washington, were authorized to and/or did business in the state of  
7 Washington, or were subject to Chapter 23B.18 RCW, committed or directed improper,  
8 tortious, or fraudulent acts against Plaintiff's interest in the Property, or claimed some interest  
9 (whether valid or not) in the Property which is located in the city of Seattle, King County,  
10 Washington. RCW 4.28.185; RCW 23B.18.060.

11 **2.3** The Court has jurisdiction over the subject matter of this action.

12 **2.4** Venue is properly placed in this Court because the subject matter of this action  
13 is the Property located in King County, Washington. RCW 4.12.010(1).

14  
15 **III. PLAINTIFF**

16 **3.1** Plaintiff Duncan K. Robertson (herein "**Robertson**") is a single man residing  
17 in the city of Portland, Multnomah County, state of Oregon.

18 **IV. DEFENDANTS**

19 **4.1** All allegations above are re-alleged as though fully set forth.

20 **4.2** All Defendants named herein, except **GMAC Mortgage, LLC**, ("**GMAC**")  
21 and **Homecomings Financial, LLC**, (herein "**Homecomings**"), are referenced by name as a  
22 party to or in the recitals within one or more Recorded documents. The recorded instruments  
23 which are the apparent sources of defendants' claims regarding the subject real property are

1 indexed in Exhibit "C" attached hereto and referenced therein to the paragraph numbers  
2 below (i.e. + (a), (b), etc.).

3       **4.3** Defendant **GMAC Mortgage, LLC**, ("GMAC") is a Delaware limited  
4 liability company.

5       **4.4** Defendant **Residential Funding Real Estate Holdings, LLC<sup>2</sup>**, ("RFREH") is  
6 a Delaware limited liability company and a wholly owned subsidiary of Defendant **GMAC**.

7       **4.5** Defendant **Residential Funding Company LLC** ("RFC-LLC") is a Delaware  
8 limited liability company and a wholly owned subsidiary of Defendant **GMAC**. The  
9 company engages in the business of, among other things, acquiring residential mortgage loans  
10 and selling those loans through securitization programs.

11       **4.6** Defendant **Residential Funding Corporation** ("RFCorp") was a Delaware  
12 Corporation, although also registered as a Minnesota corporation<sup>3</sup>, and is or was a wholly  
13 owned subsidiary of Defendant **GMAC**. **RFCorp** is believed to have been merged into  
14 **RFC-LLC** and to have used the logo "GMAC-RFC", as does its successor.

15       **4.7** Defendant **Homecomings Financial, LLC**, formerly known as **Homecomings**  
16 **Financial Network, Inc.**, (herein "**Homecomings**") is a Delaware limited liability company  
17 and a wholly owned subsidiary of Defendant **GMAC**.

18       **4.8** Defendant **JP Morgan Chase Bank N.A.**, ("Chase") [see footnote 2] is a  
19 national bank with a principal place of business in Columbus, Ohio. In 2004 **Chase** became  
20 the successor by merger to **Bank One National Association** (¶ 4.9 below).

21       **4.9** Defendant **Bank One National Association** ("Bank One") [footnote 2] is or

22 <sup>2</sup> Defendant is a Nonadmitted Organization operating in Washington under Chapter 23B.18 RCW.

23 <sup>3</sup> Minnesota Secretary of State shows two corporations with this name, one domestic, one foreign with a Pennsylvania address. Both are listed as inactive.

1 was a Delaware corporation or bank with its principal place of business in Chicago, IL.<sup>4</sup>

2       **4.10 Defendant Bank of New York Trust Company, N.A. ("BNY")** [see footnote  
3 2] is a nationally chartered trust company who, upon information and belief, is a wholly  
4 owned subsidiary of The Bank of New York Mellon Corporation, a Delaware corporation.

5       **4.11 Defendant First American Title Insurance Company ("First American")** is,  
6 upon information and belief, a California corporation which was once registered as a  
7 Washington domestic corporation, and licensed as a resident Title Insurance Company of  
8 Washington (see ¶ 10.2).

9       **4.12 Defendant Executive Trustee Services, LLC ("ETS")** is a Delaware limited  
10 liability company doing business in Washington through offices in California.<sup>5</sup> ETS is  
11 believed to be a wholly owned subsidiary of GMAC.

12       **4.13 Defendant LSI Title Agency, Inc. ("LSI")** is an Illinois corporation claiming  
13 to be a Resident Title Insurance Agency in the state of Washington. At all relevant times  
14 herein LSI purports to be qualified to act as a trustee under Washington Deed of Trust Act  
15 ("WDTA").

16       **4.14 Claims of Unknown Parties.** All other persons or parties unknown claiming  
17 any right, title, estate, lien, or interest in the real estate described in the complaint herein.  
18 Defendants DOES 1 – 100 are fictitious names for individuals, or entities, or affiliates or  
19 subsidiaries of one or more of the other named Defendants, whose names are unknown to  
20

21 <sup>4</sup> **Bank One** was merged into **Chase** on July 1, 2004 and at that time ceased to exist as a separate  
business entity.

22 <sup>5</sup> California Secretary of State shows that Executive Trustee Services, Inc. surrendered its California  
corporate registration status in 1997. An entity named ETS Group, LLC, registered as an LLC in  
23 California on 04/07/2009 as a resident entity; Executive Trustee Services, LLC, is a dba of ETS  
Group, LLC, registered 5/4/2009 in Los Angeles County (ETS was not licensed in the state of  
California between 1997 and 05/04/2009, see e.g. ¶ 5.24, Exhibit C ¶ 4.12(a)(1 – 4)).

1 Plaintiff at this time and who may have liability for some or all of the conduct alleged herein.

2 Defendants DOES 1 – 100 may be individuals, corporations, partnerships, limited  
3 partnerships, limited liability companies, or any other form of legal entity. On information  
4 and belief, DOES 1 – 100 are responsible and liable in some way for the claims herein. When  
5 the names of said Defendants are ascertained, this complaint shall be amended accordingly.

6 **4.15 Defendants GMAC, RFREH, RFC-LLC, RFCorp, Homecomings, and**  
7 **ETS, are sometimes hereinafter referred to collectively as “GMAC Group”.**

8 **4.16** Upon information and belief, Plaintiff alleges the existence of agency  
9 relationships between Defendants during material times herein. The specific terms and  
10 conditions of any such agency relationships, representation, or employment relationship as  
11 between one or more of the Defendants, are unknown to Plaintiff.

## 12 **V. FACTUAL BACKGROUND**

13 **5.1** All allegations set forth above are re-alleged as though fully set forth herein.

14 **5.2** Plaintiff acquired fee simple title to the Property on October 3, 2008, pursuant  
15 to a Trustee's Deed which was Recorded on October 7, 2008.<sup>6</sup> A true copy of Plaintiff's  
16 Trustee's Deed is attached hereto as Exhibit B and is hereby incorporated.

17 **5.3** Plaintiff has paid toward King County taxes on the Property from November  
18 2009 through the present.

19 **5.4** Immediately following his purchase of the Property at the September 26, 2008  
20 trustee's sale (See 5.2 above), Plaintiff began to pursue the process of marketing and/or  
21

22  
23 <sup>6</sup> Trustee's Deed issued by Ryan D. Griffin, Trustee, on October 3, 2008 and Recorded on October 7,  
2008 under # 20081007001048. Attached as Exhibit B.

1 developing of the Property, which at that time was valued at \$285,000.<sup>7</sup>

2       **5.5** Plaintiff promptly undertook to ascertain, pay, and extinguish all valid  
3 subsisting liens and encumbrances Recorded against the Property in order to clear his title and  
4 gain the ability to make beneficial use thereof.

5       **5.6** The Nicholls DOT, dated November 1, 1999, was among the Recorded  
6 purported encumbrances.

7       **5.7** Nicholls acquired her interest in the Property by way of a Personal  
8 Representative's Statutory Warranty Deed dated November 5, 1999 and Recorded on  
9 November 15, 1999 under instrument no. 19991115001504. Nicholls had no power to grant<sup>8</sup>  
10 the Nicholls DOT on November 1, 1999. RCW 64.04.010, 020.

11       **Plaintiff's futile efforts to clear the apparent Nicholls**  
12       **encumbrance through Defendant Homecomings**

13       **5.8** At various times relevant hereto, Defendant **Homecomings** has acted or  
14 claimed to act as a servicer of the Nicholls Note and DOT.

15       **5.9** On September 30, 2008 Plaintiff's counsel informed **Homecomings** by  
16 telephone that Plaintiff had purchased the Property and wished to remove the Property  
17 encumbrance represented by the Nicholls DOT, and requested the pay-off amount for the  
18 Nicholls Note that it purportedly secured.

19       **5.10** **Homecomings** refused to provide Plaintiff's counsel the requested pay-off  
20 information.

21 <sup>7</sup> Per Appraisal provided by John Bauer (Zip Realty), October, 2008.

22 <sup>8</sup> RCW 61.24.005(7). A Washington deed of trust encumbers "the person's interest in property" at the  
23 time the DOT is executed. A deed of trust conveys to trustee the power of sale, not title; "When a deed  
of trust is foreclosed, the trustee sells only such title as the grantor held at the time the deed was  
granted \* \* \*" (*Mann v. Household Finance Corp. III*, 109 Wn. App. 387, 388 (Dec. 11, 2001)).

1           **5.11** On or about October 24, 2008 Plaintiff personally communicated with  
2 **Homecomings** via telephone as follows.

- 3           (a) Plaintiff again requested the payoff amount on the Nicholls Note;  
4           (b) Plaintiff offered to bring the Nicholls loan account current  
5               pending **Homecomings'** review and determination of the payoff  
6               amount;  
7           (c) **Homecomings** confirmed that it is the servicer of the Nicholls  
8               loan account;  
9           (d) **Homecomings** stated that the Nicholls loan is not assumable;  
10          (e) Plaintiff provided **Homecomings** with his name, address, and  
11               telephone number;  
12          (f) Plaintiff affirmed that upon being informed of the payoff amount  
13               he would complete the pay-off transaction through escrow;  
14          (g) **Homecomings** agreed to provide Plaintiff a full pay-off  
15               statement within five days.

16           **5.12** In reliance upon **Homecomings'** promise to provide the payoff statement,  
17 Plaintiff began making arrangements to obtain a loan and took a \$26,000 draw on his Citi  
18 MasterCard at a cost of \$780 to gather the funds needed for the full payoff.

19           **5.13** Plaintiff's counsel arranged for Fidelity National Title Company of Bellevue,  
20 King County, Washington to act as escrow for the payoff transaction with **Homecomings**.

21           **5.14** **Homecomings** failed to provide the payoff statement (see ¶ 5.11(g) above), or  
22 any other information.

23           **5.15** **Homecomings** failed to further communicate with Plaintiff. (see ¶ 5.11).

**5.16** By January 2009 Plaintiff had arranged to clear all encumbrances Recorded  
against the Property except the Nicholls DOT.

1           **5.17** In January 2009 Plaintiff through counsel mailed the following to  
2 **Homecomings** by certified mail, received by **Homecomings** on January 31, 2009:

3           (a) verification of Plaintiff's ownership of the Property,

4           (b) a chronological statement of events including Plaintiff's efforts to resolve  
5 the matter, and

6           (c) an offer dated January 26, 2009 to pay \$90,000.00 in full satisfaction of the  
7 Nicholls Note and Deed of Trust, the transaction to be processed in escrow.

8           **5.18** Anticipating cooperation by **Homecomings**, Plaintiff cashed out \$28,887 in  
9 securities, taking a \$653 loss at that time,<sup>9</sup> in order to accumulate funds for the full payoff of  
10 the Nicholls DOT encumbrance.

11           **5.19** **Homecomings** failed to respond in any way to Plaintiff's written advisory and  
12 offer described in ¶ 5.17, above.

13           **5.20** As a direct and proximate result of **Homecomings'** failure and refusal to  
14 communicate and cooperate with Plaintiff's efforts to remove the Nicholls' DOT  
15 encumbrance from the Property, Plaintiff's plans to renovate, rent, develop, and/or market the  
16 Property were defeated, and Plaintiff sustained substantial monetary injury and damage in an  
17 amount to be proven at trial.

18           **First American and ETS pursue nonjudicial**  
19           **foreclosure proceedings against the Property**  
20           **without notice to Plaintiff:**

21           **5.21** Although Plaintiff's Trustee's Deed was Recorded on October 7, 2008,  
22 Defendants **First American** and **ETS** pursued a series of nonjudicial deed of trust foreclosure

23           <sup>9</sup> Losses shown here and in ¶ 5.54 are computed on tax basis only - cost of securities less proceeds of  
sale thereof. Subsequent losses of what securities would be worth today and loss of use of funds to be  
proven at trial.

1 proceedings against the Property in 2009 without notice to Plaintiff, contrary to and in  
2 violation of RCW 61.24.040(1)(b)(iii).

3       **5.22** On January 12, 2009, a *Notice of Trustee's Sale*<sup>10</sup> was Recorded scheduling a  
4 nonjudicial foreclosure sale of the Property on April 17, 2009.

5       **5.23** The January 12, 2009 *Notice of Trustee's Sale* (§ 5.22) was issued in the name  
6 of **First American Title Insurance Company** as the foreclosing Trustee and **Bank One** "as  
7 trustee" as Beneficiary of the Nicholls DOT (See Exhibit C § 4.9(a)(7)).

8       **5.24** Upon information and belief, the January 12, 2009 *Notice of Trustee's Sale*  
9 (§ 5.22) was drafted, prepared, Recorded, and processed by Defendant **ETS**.

10       **5.25** Upon information and belief, Plaintiff alleges that Defendant **GMAC** directed  
11 the activities of **First American** and **ETS** regarding the nonjudicial foreclosure process  
12 initiated by the January 12, 2009 *Notice of Trustee's Sale* (§ 5.22).

13       **5.26** The April 17, 2009 nonjudicial foreclosure sale of the Property was  
14 rescheduled to June 12, 2009.

15       **5.27** Plaintiff was unaware of the nonjudicial foreclosure proceedings and was not  
16 given notice of the change of the sale date from April 17 to June 12, 2009. (§ 5.26)

17       **5.28** On June 9, 2009 Plaintiff for the first time learned of the foreclosure  
18 proceedings when an individual interested in bidding at the June 12 sale contacted him and  
19 mentioned the pending foreclosure sale.

20       **5.29** Plaintiff was alarmed and distraught upon learning on June 9, 2009 that his  
21 Property was scheduled to be auctioned off at a nonjudicial foreclosure sale a mere three (3)  
22 days later.

23 <sup>10</sup> **First American Notice of Trustee's Sale** Recorded under No. 20090112001130



1       **5.30** Plaintiff immediately contacted his counsel, who promptly and relentlessly  
2 pursued contact with the named trustee, **First American**, in efforts to stop the unlawful June  
3 12, 2009 nonjudicial foreclosure sale of the Property.

4       **5.31** Although **First American** is identified as the trustee and its address and a  
5 "Sale Line" phone number are contained in the January 12, 2009 *Notice of Trustee's Sale*,  
6 **First American** refused any discussion of the foreclosure with Plaintiff's counsel and  
7 redirected him to contact **ETS**.

8       **5.32** Upon information and belief, Plaintiff alleges that **First American** performed  
9 no role as trustee under the Nicholls DOT, other than renting its name, and signatures (if  
10 indeed genuine) on documents, to ETS to create an appearance of legitimacy.

11       **5.33** Upon information and belief, **First American** was trustee under the Nicholls  
12 DOT in name only and all trustee functions were abdicated to and usurped by **ETS**.

13       **5.34** On June 10, 2009 Plaintiff's counsel:

- 14           (a) faxed a copy of Plaintiff's Trustee's Deed to **ETS** showing that  
15 Plaintiff is the fee simple owner of the Property, and  
16           (b) informed **ETS** that Plaintiff had not been provided notice of the  
17 non-judicial foreclosure sales scheduled for either April 17, 2009  
18 or June 12, 2009 (footnote 10 above).

18       **5.35** **ETS** represented to Plaintiff's counsel on June 10, 2009 that **GMAC** is the  
19 holder of the Nicholls Note.

20       **5.36** In the June 10, 2009 communications with Plaintiff's counsel (¶ 5.34 above):

- 21           (a) **ETS** refused to cancel, discontinue, or postpone the June 12,  
22 2009 trustee's sale, and  
23           (b) **ETS** refused to provide Plaintiff any contact information of the

1 purported holder of the Nicholls Note, GMAC.

2 (c) These refusals were despite ETS knowledge that Plaintiff is the  
3 fee simple owner of the Property, that Plaintiff was not served  
4 with the January 12, 2009 *Notice of Trustee's Sale*, or the April  
5 17, 2009, or June 12, 2009, nonjudicial foreclosure sale dates.

6 **5.37** Fortuitously but unknown to Plaintiff at the time, the June 12, 2009 trustee's  
7 sale of the Property did not go forward because Linda Nicholls had filed a personal  
8 bankruptcy petition on May 7, 2009 which automatically stayed the sale.

9 **5.38** In June 2009 Plaintiff's counsel asked ETS to obtain from Homecomings and  
10 provide the pay-off amount on the Nicholls' Note as of October 2008.

11 **5.39** On June 16, 2009, apparently in response to the inquiry described in ¶ 5.38  
12 above, Plaintiff's counsel received a fax sent from an unidentified fax machine titled: "To:  
13 Linda C. Nicholls" and "Statement Sent to Name: ADDL F/C ARE \$448 G/T 06/26/09." The  
14 only address included was a P.O. Box in Waterloo, IA. The fax requested payment be sent in  
15 an amount approximately \$27,500 more than Plaintiff believes was owed on the Nicholls  
16 Note as of October, 2008.

17 **5.40** The *Notice of Trustee's Sale* Recorded January 12, 2009 (see ¶ 5.22, above),  
18 recites as follows that the beneficial interest in the Nicholls DOT had been:

19 "assigned by OLD KENT MORTGAGE COMPANY D.B.A.  
20 NATIONAL PACIFIC MORTGAGE to RFC-BANK ONE,  
21 NATIONAL ASSOCIATION, AS TRUSTEE FKA THE FIRST  
22 NATIONAL BANK OF CHICAGO, AS TRUSTEE." <sup>11</sup>

23 **5.41** Having learned through his own research that Bank One no longer existed and

<sup>11</sup> Bank One wholly merged into and was succeeded by defendant Chase almost five years earlier on July 1, 2004.

1 had been succeeded by **Chase**, Plaintiff himself contacted **Chase** to obtain the pay-off  
2 amount. **Chase** instructed Plaintiff to fax his inquiries and requests to **Chase's** Escalated Lien  
3 Release Department.

4       **5.42** On June 10, 2009, as instructed, Plaintiff faxed his inquiries and requests to  
5 **Chase's** Escalated Lien Release Department together with a copy of his Trustee's Deed and  
6 the Nicholls DOT.

7       **5.43** Plaintiff's fax (§ 5.42 above) asked **Chase** for the pay-off amount on the  
8 Nicholls loan together with explanation of how the payoff figure was calculated or, in the  
9 alternative, that the Property be released from the lien of the Nicholls DOT.

10       **5.44** **Chase** copied Plaintiff with emails in which **Chase** stated that:

- 11               (a) **Chase** had "acted only in a trustee capacity" with respect to the  
12               Nicholls loan, and  
13               (b) that the Defendants **RF Corp** (as a servicer), **BNY**, and **GMAC**  
14               may have some unspecified involvement with the Nicholls Note  
15               and/or DOT.

16       **5.45** **Chase** failed to provide Plaintiff any pay-off information and did not release  
17 the Property from the lien of the Nichols DOT.

18       **5.46** **First American** and/or **ETS** rescheduled the nonjudicial foreclosure sale of  
19 the Property, this time to July 10, 2009, and did not notify Plaintiff of the new sale date or that  
20 they were going ahead in their attempts to sell the Property.

21       **5.47** On July 7, 2009 Plaintiff fortuitously learned of the rescheduled foreclosure  
22 sale date of July 10, 2009, and notified his counsel.

23       **5.48** Plaintiff's counsel immediately phoned **ETS** and demanded that the unlawful  
sale scheduled for July 10 be stopped. **ETS** refused to stop the sale.

1       **5.49** Plaintiff's counsel contacted **Chase** in the early morning of Thursday, July 9,  
2 2009 protesting the rescheduled sale of Property on July 10.

3       **5.50** **Chase** advised Plaintiff's counsel to contact a James Barden ("Barden"),  
4 corporate lawyer of "GMAC RESCAP," and provided Barden's telephone number.

5       **5.51** Plaintiff's counsel contacted Barden, and Barden promised to "cancel" the  
6 Friday, July 10, 2009 trustee's sale.

7       **5.52** The nonjudicial foreclosure sale did not go forward on July 10, 2009, but the  
8 *Notice of Trustee's Sale* Recorded on January 12, 2009 was not withdrawn or discontinued.  
9 Instead, it remained a matter of record and a cloud on Plaintiff's title until *Notice of*  
10 *Discontinuance* was finally Recorded on June 17, 2010, only after much time, effort, and  
11 expense had been sustained by Plaintiff.

12       **5.53** On July 20, 2009 Plaintiff's counsel submitted to **GMAC's** counsel Barden via  
13 email a summary of the matter to date, a protest of **GMAC's** conduct, and requested:

- 14           (a) Identification of the holder of the Nicholls Note and Beneficiary  
15           of the Nicholls DOT;
- 16           (b) An explanation of the Recorded Old Kent *Assignment of Deed of*  
17           *Trust*<sup>12</sup> to Bank One "as trustee" where no Beneficiary was  
18           named. (See ¶ 6.8 below)
- 19           (c) That Barden establish his authority to resolve the matter, or -
- 20           (d) The name, address and phone number of a contact person with  
21           such authority whom Plaintiff may communicate to resolve the  
22           matter; and
- 23           (d) (by implication) The proper (October, 2008) pay-off figure on

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<sup>12</sup> Assignment of Nicholls Deed of Trust, Old Kent to Bank One, King County Recorder  
#20000803000299.

1 the Nicholls note and Deed of Trust.

2 **5.54** Relying on Barden's asserted authority to resolve the matter, and in  
3 anticipation of finally obtaining the just pay-off amount together with identification of the  
4 person with authority to receive the payoff and remove the Nicholls DOT lien from the  
5 Property, Plaintiff cashed out \$63,796 of securities, taking a \$49,955 loss in the process. (see  
6 footnote 9 above) and arranged for Fidelity National Title to act as escrow.

7 **5.55** On August 10, 2009, Barden replied to Plaintiff's counsel (See ¶ 5.53) via  
8 email, and instead of providing a payoff figure for October, 2008, wrote, "The only provable  
9 date I think is the certified letter date," and suggested a payoff figure of \$114,880.83 as of  
10 January 26, 2009, including foreclosure, unspecified servicing costs and attorney fees accrued  
11 after Robertson's October 2008 attempts to tender pay off of the Nicholls loan.

12 **5.56** Barden failed and refused to provide a just pay-off amount and further failed to

- 13 (a) identify the holder of the Nicholls note;  
14 (b) identify the Beneficiary of the Nicholls DOT;  
15 (c) provide any explanation of the irregularities in the only purported  
16 *Assignment of Deed of Trust* (footnote 12);<sup>13</sup>  
17 (d) provide any assurance that he, whomever he represented, or any  
18 other identified person or entity, had the authority to accept the  
19 payoff in satisfaction of the Nicholls Note, cancel the Nicholls  
20 Note, deliver the cancelled Note, and execute and record or  
21 deliver to Plaintiff a full reconveyance of the Nicholls DOT.

22 **5.57** On October 7, 2009 Plaintiff's counsel sent a letter via certified mail return  
23 receipt requested to **First American** and to **ETS** in yet another effort to resolve the matter.

<sup>13</sup> to that time – subsequent purported assignment has appeared; see ¶5.66 below.

1 Neither **First American** nor **ETS** responded to that letter.

2 **LSI is appointed by RFREH as**  
3 **Successor Trustee under the Nicholls DOT:**

4 **5.58** On February 17, 2010 an instrument purportedly appointing Defendant **LSI** as  
5 Successor Trustee under the Nicholls DOT was Recorded.<sup>14</sup> This document, titled  
6 *Appointment of Successor Trustee*, is signed by a Tim Witten for Defendant **RFREH**. Tim  
7 Witten's representative capacity is not disclosed in said document.<sup>15</sup> (See also ¶ 11.13 -  
8 11.15(e).

9 **5.59** The February 17, 2010 appointment of **LSI** as Successor Trustee recites that  
10 **Residential Funding Real Estate Holdings, LLC**, is Beneficiary of the Nicholls DOT and  
11 directs that after recording it be mailed to **ETS** in Burbank California.

12 **First American records a Notice of Trustee's**  
13 **Sale under the Nicholls DOT on March 23, 2010**  
14 **after LSI has ostensibly been officially named as**  
15 **successor trustee under the Nicholls DOT:**

16 **5.60** On March 23, 2010 a *Notice of Trustee's Sale*<sup>16</sup> scheduling a nonjudicial  
17 foreclosure sale of the Property on June 25, 2010, was Recorded in the name of **First**  
18 **American**, although **First American** was no longer the trustee of record under the Nicholls  
19 DOT (see ¶ 5.57 above), with instructions that after recording it be mailed to **ETS** in  
20 Burbank, California.

21 **5.61** On June 16, 2010 Plaintiff's counsel commenced a series of emails to **First**  
22 **American**, demanding answers to the unlawful procedures herein described being done in

23 <sup>14</sup> Appointment of LSI as Successor Trustee: King County Recorder #20100217000758

<sup>15</sup> Instrument is void on its face, including Insufficient signature, RCW 64.04.020, CA Civil Code  
§1189(a); Insufficient acknowledgement, CA Civil Code §1190.

<sup>16</sup> 2010 Sale Attempt (*Notice of Trustee's Sale*): King County Recorder #20100323000378.

1 their name, and noting that to date they had refused to respond in any way to questions and  
2 demands. One such email of June 17, 2010 reiterated, among other things:

3 "My letter of October 2009 asks questions, which remain  
4 unanswered. Would you please have someone who has the requested  
5 information respond to my inquiries? If you can answer, please inform  
6 me whether Executive Trustee Services issued the March 2010 notices  
7 of foreclosure and trustee's sale without authority from **First  
American Title Insurance Company**. I have the same question as to  
the January 2009 notices of foreclosure and trustee's sale. Who, i.e.  
which person, firm, or entity controls and directs **Executive Trustee  
Service's** activities?"

8 **5.62** On June 17, 2010 Plaintiff's counsel received the following response to the  
9 email sent earlier that day (see ¶ 5.61, above):

10 "Good afternoon, **First American** was authorized as record  
11 trustee by **Bank One N.A.**, the then record beneficiary, to record the  
Notice of Trustee's Sale on January 12, 2009 (Instrument No.  
12 20090112001130). As you may know, the scheduled sale was  
subsequently postponed. On February 17, 2010 (Instrument No.  
13 20100217000758), an Appointment of Successor Trustee was  
Recorded appointing LSI Title Agency, Inc. as successor trustee. The  
14 execution and recording of said Appointment of Successor Trustee  
effectively terminated **First American's** involvement on the property.  
15 Any further questions should be directed to **LSI Title Agency, Inc.** as  
they appear to be the record trustee. Sincerely, Luis Yeager."<sup>17</sup>

16 **5.63** On June 17, 2010 a *Notice of Discontinuance of Trustee's Sale* was  
17 Recorded<sup>18</sup> (terminating the 04/17/2009 trustee's sale that was set by the *Notice of Trustee's*  
18 *Sale* Recorded on 01/12/2009 – See ¶¶ 5.22, 6.8(b). This document directs that after  
19 recording it be mailed to ETS in Burbank California.

20 **5.64** On June 17, 2010 another *Notice of Discontinuance of Trustee's Sale* was  
21

22 <sup>17</sup> At the time Mr. Yeager claims **First American** was authorized by **Bank One**, that entity had not  
existed for nearly five years, and was never a qualified Beneficiary of the Nicholls DOT.

23 <sup>18</sup> **First American** discontinuation of 2009 trustee's sale: King County Recorder #20100617000457.

1 Recorded<sup>19</sup> (terminating the 06/25/2010 trustee's sale that was set by the *Notice of Trustee's*  
2 *Sale* Recorded on 03/23/2010 – See ¶ 5.60). This instrument is signed in the name of **First**  
3 **American** as trustee although LSI was ostensibly appointed as successor trustee under the  
4 Nicholls DOT on February 17, 2010 (see ¶¶ 5.58 – 5.59, above). This document directs that  
5 after recording it be mailed to ETS in Burbank, California.

6       **5.65** On June 24, 2010 a *Notice of Discontinuance of Trustee's Sale* was Recorded<sup>20</sup>  
7 (terminating the 06/25/2010 trustee's sale that was set by the *Notice of Trustee's Sale*  
8 Recorded on 03/23/2010 which was issued by **First American**, ¶ 5.60). This instrument is  
9 signed in the name of LSI as trustee and directs that after recording it be mailed to ETS in  
10 Burbank, California.

11       **5.66** A false, fraudulent, and invalid instrument titled *Assignment of Deed of*  
12 *Trust*<sup>21</sup>, dated 7/28/2010 and Recorded 8/12/2010, apparently executed at GMAC's document  
13 facility in Fort Washington, Pennsylvania, notarized in Montgomery County, Pennsylvania,  
14 asserts that it -

15       “grants, assigns and transfers to **Residential Funding Real Estate**  
16 **Holdings, LLC** all beneficial interest under that certain Deed of Trust  
17 dated November 1, 1999, executed by Linda C. Nicholls, an Unmarried  
18 woman \* \* \* Together with the money due and to become due thereon  
19 with interest, and all rights accrued or to accrue under the instrument  
20 secured by the Deed of Trust.”

19       “Dated: 07-28-10

20       “JPMorgan Chase Bank, N.A. successor by merger with  
21 Bank One, N.A.”

21       “By: Thomas Strain

22 <sup>19</sup> **First American** discontinuation of 2010 trustee's sale: King County Recorder #20100617000458.

23 <sup>20</sup> **LSI** discontinuation of 2010 trustee's sale: King County Recorder #20100624000425.

<sup>21</sup> Assignment to **Residential Funding REH**: King County Recorder #20100812000720.



1 "Name: Thomas Strain

2 "Title: Limited Signing Officer

3 **5.67** The *Assignment of Deed of Trust* described in ¶ 5.66, above, purports to have  
4 been signed by an individual named "Thomas Strain" whose capacity as signer is described as  
5 "Limited Signing Officer".

6 (a) Strain is not an employee of **JP Morgan Chase Bank, N.A.** and would  
7 need to justify his claim as an officer under the corporation's bylaws. RCW 64.04.020.

8 (b) The *Assignment of Deed of Trust* described in ¶ 5.66 contains insufficient  
9 corporate acknowledgement.<sup>22</sup>

10 (c) Thomas Strain is a known employee of GMAC<sup>23</sup>, putting GMAC on both  
11 sides of the assignment.

12 (d) Thomas Strain is a nationally notorious *robo-signer*. "Thomas Strain  
13 testified during deposition that over the previous three years, he falsely  
14 acknowledged tens of thousands of mortgage assignments."<sup>24</sup>

15 **5.68** Regarding the *Assignment of Deed of Trust* described above in ¶ 5.66:

16 (a) **JP Morgan Chase Bank, N.A.**, by its own admission (¶ 5.44(a)), did not  
17 have an assignable interest in the Nicholls DOT in 2010.

18 (b) That the Assignment has no validity is also shown by the statements  
19 contained in the signature block of the *Appointment of Successor Trustee*<sup>25</sup>

20  
21 <sup>22</sup> *PA Uniform Acknowledgement Act* §291.7(2).

22 <sup>23</sup> Thomas Strain's resume is viewable at: <http://www.linkedin.com/pub/thomas-strain/22/695/586>

23 <sup>24</sup> *Bank of New York as Trustee for the Certificate holders CWABS, Inc. et. al v. Upke et. al*, Pacer No. 1:2009-cv-01710, at 2, U.S. District Ct. NJ (Dec. 9, 2009). See also *U.S. Bank Nat'l Assoc. v. Ibanez*, 458 Mass. 637, 653 (Jan. 7, 2011).

<sup>25</sup> Appointment of **First American** as Successor Trustee: King County Recorder #20070223001307

1 dated 2/17/2007, acknowledged/notarized 02/01/2007, Recorded

2 2/23/2007, which recites that:

3 "THE BANK OF NEW YORK TRUST COMPANY, N.A. AS  
4 SUCCESSOR TO JP MORGAN CHASE BANK, N.A., AS  
5 TRUSTEE, FKA THE CHASE MANHATTAN BANK AS TRUSTEE ,  
6 BY: RESIDENTIAL FUNDING COMPANY, LLC, ITS ATTORNEY  
7 IN FACT.

8 Signed by: ELIZABETH YERANOSIAN, ASSISTANT VICE  
9 PRESIDENT

10 If BNY succeeded to the "as trustee" status (whatever that is) of Chase in  
11 2007, and that was all Chase had (§ 5.44(a)), then Chase had nothing  
12 assignable in 2010. "Nemo dat quod non habet."

13 (c) If Chase ever controlled any interest in either the Nicholls Note or DOT it  
14 was "as trustee", and yet the purported *Assignment* is made by Chase in its  
15 own name. (See also § 6.8 below).

16 **LSI issued a Notice of Trustee's Sale on December 20, 2010**  
17 **scheduling the Property for nonjudicial foreclosure**  
18 **sale on March 25, 2011.**

19 5.69 LSI issued a *Notice of Trustee's Sale* signed 12/20/2010, notarized  
20 12/21/2010, executed in California , Recorded 12/22/2010<sup>26</sup> scheduling the Property for  
21 nonjudicial foreclosure sale on March 25, 2011. The incongruity in the dates of signing and  
22 acknowledgment is suspicious. The description of the signer's representative capacity as  
23 "Authorized Signatory" violates the express requirements of California Civil Code §1189 and  
§1190 and is fatal to the validity of the acknowledgement and evidentiary value of the  
instrument. This document directs that it be mailed to ETS in Burbank, California, after  
recording.

<sup>26</sup> LSI *Notice of Trustee's Sale* dated 12/20/2010: King County Recorder #20101222001196.

1       **5.70** Plaintiff has sustained and continues to incur loss (exceeding \$150,000) on the  
2 value of the Property, loss on his investments, lost income, lost investment and development  
3 opportunities, lost time and expense in research, attorney fees, litigation expense, travel  
4 expenses, interest, other out-of-pocket expenses, emotional and physical distress, anxiety,  
5 mental anguish and loss of enjoyment of life, all as a direct consequence of the acts and  
6 omissions of one or more of the Defendants herein acting alone or in concert with others, in  
7 an amount to be proven at trial.

8                               **VI. FIRST CAUSE OF ACTION**  
9                               **DECLARATION THAT DEFENDANTS**  
10                              **DO NOT HAVE AND DID NOT HAVE A VALID LEGAL**  
11                              **INTEREST IN THE NICHOLLS DEED OF TRUST**

12       **6.1** All allegations set forth above are re-alleged as if fully set forth herein.

13       **6.2** An actual controversy exists between Plaintiff and Defendants as to the rights,  
14 duties, and obligations of Defendants, as to Plaintiff, with respect to their conduct of  
15 nonjudicial foreclosure proceedings against the Property and against other Washington  
16 properties under the WDTA.

17       **6.3** The strict requirements applicable to nonjudicial foreclosures of Washington  
18 deeds of trust are statutorily mandated by the Washington Deed of Trust Act, RCW 61.24 et  
19 seq. ("WDTA").

20       **6.4** Title 61 RCW (Mortgages, Deeds of Trust...) references Title 62A RCW.

21       **6.5** The right to foreclose the Nicholls DOT is dependent upon there being an  
22 enforceable promissory note which the deed of trust secures.<sup>27</sup> RCW 62A.3 et seq. governs  
23 who has the right to enforce negotiable instruments and what must be proven to establish the

---

<sup>27</sup> see *Restatement (3d) of Property* (Mortgages) § 5.4 ( "[a] mortgage may be enforced only by, or in behalf of, a person who is entitled to enforce the obligation that the mortgage secures")

1 right to enforce the Nicholls Note. "Interpretation of every provision of the UCC assumes  
2 actions undertaken in good faith. RCW 62A.1-102(3)."<sup>28</sup>

3       **6.6** Foreclosure of a deed of trust as against residential real property may only be  
4 initiated by and on behalf of a qualified Beneficiary who is the *owner* of the promissory note  
5 secured by the subject deed of trust. RCW 61.24.030(7)(a); RCW 61.24.040(2).<sup>29</sup>

6       **6.7** ETS represented in June 2009 that GMAC is the "holder" of the Nicholls  
7 Note. At that same time a nonjudicial foreclosure was being conducted against the Property in  
8 the name of "**Bank One** National Association, as Trustee" as purported Beneficiary, (see ¶  
9 5.35 above). GMAC has failed and refused to disclose the basis, if any, of its claim against  
10 the Nicholls Note and/or DOT.

11       **6.8** Involvement of **Bank One**:

12       (a) A document titled "*Corporation Assignment of Mortgage*" dated 01/20/2000 and  
13 Recorded 08/03/2000 (See footnote 12) purports to assign all "interest under that  
14 certain mortgage dated twelfth (12) of November, 1999 C E" to "**Bank One**  
15 **National Association as trustee.**" Said assignment is invalid and void on the  
16 following nonexclusive grounds:

- 17       (i) The referenced "mortgage dated the twelfth (12) of November, 1999 C E"  
18 is not found in the King County Official Public Records.  
19       (ii) RCW 61.24.005(2) excludes as DOT Beneficiary any person who holds the  
20 note secured by a deed of trust as security for a different obligation (e.g. as  
21 security for Mortgage Backed Securities or Collateralized Debt  
22 Obligations).  
23       (iii) If the phrase "as trustee" is intended to appoint **Bank One** as trustee under

<sup>28</sup> U.S. Bank Nat'l Ass'n v. Whitney, 119 Wn. App. 339, 345 (Dec. 9, 2003)

<sup>29</sup> See also RCW 61.24.163 (8)(b)(iii).

1 the Nicholls DOT, the assignment is invalid, RCW 61.24.020;

2 (iv) The assignment instrument fails on numerous other grounds including lack  
3 of a valid acknowledgement (no notary seal)<sup>30</sup>;

4 (b) Defendant **Bank One** "as trustee" is named as Beneficiary in the *Notice of*  
5 *Trustee's Sale* Recorded against the Property on January 12, 2009<sup>31</sup>. But **Bank**  
6 **One** could not have been the Beneficiary in 2009 because **Bank One** ceased to  
7 exist in July 2004 (see footnote 4). The 2009 *Notice of Trustee's Sale* is  
8 fraudulent.

9 (c) Upon information and belief, sometime between November 15, 1999 and August  
10 3, 2000, **Old Kent** purportedly transferred the Nicholls Note to **RF Corp**, which in  
11 turn purportedly transferred it to "**Bank One National Association as Trustee**,"  
12 actual ownership of the Note apparently going to an unnamed investment trust,  
13 where it was collateral for, and/or was subject to, a Loan Pool, a Pooling and  
14 Servicing Agreement, a Collateralized Debt Obligation, a Mortgage-Backed  
15 Security, a Mortgage Pass-Through Certificate, a Credit Default Swap, an  
16 Investment Trust, and/or a Special Purpose Vehicle.

17 (d) The subsequent succession by merger of **Bank One** into **Chase** in 2004 (see  
18 footnote 4) would be insufficient to transfer the Nicholls note to **Chase**, "as  
19 trustee" or otherwise. (See ¶ 6.10 below: re requirements for transfer).

20 **6.9 Involvement of BNY.**

21 <sup>30</sup> RCW 64.08.020 (requires the notary to have a seal, or affixation of a certificate of the clerk of a  
22 court of record, on instruments acknowledged out of state); RCW 42.44.090(1) (notary seal impression  
23 required on certificate); Michigan provides seals to notaries for out-of state documents. Documents  
executed in Michigan purporting to convey or encumber real estate must have two (2) witnesses and  
be acknowledged by a notary public. MCLA 565.8 (statute as of January 2000 at time of signing).

<sup>31</sup> Bank One *Notice of Trustee's Sale*: King County Recorder #20090112001130.

1 (a) The name of Defendant **Bank of New York (BNY)** appears in the following  
2 recorded documents and nowhere else:

3 (i) In the signature block of an *Appointment of Successor Trustee* dated  
4 02/17/2007, acknowledged/notarized 02/01/2007 and Recorded on  
5 02/23/2007 under no. 20070223001307 which is signed by **RFC-LLC** as  
6 **BNY's** purported Attorney-In-Fact, as follows:

7 "THE **BANK OF NEW YORK TRUST COMPANY, N.A.** AS  
8 SUCCESSOR TO JP MORGAN CHASE BANK, N.A., AS  
9 **TRUSTEE**, FKA THE CHASE MANHATTAN BANK AS TRUSTEE,  
10 BY: RESIDENTIAL FUNDING COMPANY, LLC, ITS ATTORNEY  
11 IN FACT."

12 (ii) On page 1 of a *Notice of Trustee's Sale* dated March 09, 2007 and  
13 Recorded on 03/13/2007 under no. 20070313001435 as follows:<sup>32</sup>

14 \*\*\* the beneficial interest in which was assigned by OLD KENT  
15 MORTGAGE COMPANY D.B.A. NATIONAL PACIFIC MORTGAGE  
16 to RFC - THE **BANK OF NEW YORK TRUST COMPANY, N.A.** AS  
17 SUCCESSOR TO JP MORGAN CHASE BANK, N.A. AS **TRUSTEE**,  
18 FKA THE CHASE MANHATTAN BANK AS TRUSTEE TRUSTEE.  
19 (sic) "

20 (b) **BNY** is excluded from acting as Beneficiary under the Nicholls DOT. (see e.g.

21 ¶ 6.8(a)) for the following reasons:

22 (i) RCW 61.24.005(2) excludes any person who holds the note as security for  
23 a different obligation from attaining the status of Beneficiary;

(ii) If the phrase "as trustee" is intended to appoint **BNY** as trustee under the  
Nicholls DOT, the assignment is invalid, RCW 61.24.020;

(c) Upon information and belief, the use of **BNY's** name as Beneficiary of the  
Nicholls DOT in the body of *Notice of Trustee's Sale* Recorded March 13, 2007 is

<sup>32</sup> Bank of NY *Notice of Trustee's Sale*: King County Recorder #20070313001435.

1 part of an ongoing pattern of deception, misdirection, fraudulent assignments,  
2 appointments and foreclosure practices by **GMAC**.

3 **6.10 RFREH** is not and never was a “holder” of the Nicholls Note. RCW 62A.3-  
4 201, 203; Nicholls Note, Pg. 1, ¶1 (“anyone who takes this note by transfer and is entitled to  
5 receive payments under this note is called the “Note Holder.” [emphasis added]).

6 **6.11 RFREH** is not and never was Beneficiary of the Nicholls DOT (See ¶ 6.10).  
7 RCW 61.24.005(2); RCW 62A.3-301.

8 **6.12** Neither **RFREH** nor any other Defendant has or has had the authority to duly  
9 issue and record an effective reconveyance of the Nicholls DOT. RCW 61.24.020; RCW  
10 64.04.010, RCW 64.04.020 (Real Estate Statute of Frauds); RCW 61.16.010, 020; RCW  
11 61.24.110; *Nicholls DOT*, § 23, Pg. 13 (reconveyance must originate with the “Lender” and  
12 must include surrendering the instruments of debt and security).

13 **6.13** All actions described herein conducted by Defendants against the Property  
14 including attempted foreclosure proceedings were wrongful, illegal, failed to materially  
15 comply with the requisites to a trustee’s sale established by RCW 61.24.030, and were  
16 conducted by entities and persons who have no cognizable legal or equitable beneficial  
17 interest in the Property, and/or who lack authority to act as a Trustee under the WDTA,  
18 RCW Chapter 61.24. RCW 65.08.070.

19 **6.14** Plaintiff is entitled to a declaratory judgment from this Court setting forth and  
20 decreeing that under Chapters 62A.3 and 61.24 RCW, and especially RCW 61.24.005(2), and  
21 RCW 65.08.070 that

22 (a) Defendants **Bank One, Chase, BNY, and RFREH**, have never held, do not hold  
23 and cannot hold Beneficiary status under the Nicholls DOT;

1 (b) Said Defendants have never held and do not hold any legal or equitable beneficial  
2 interest in the Property;

3 (c) Absent Beneficiary status and through violations of other WDTA provisions, all  
4 nonjudicial foreclosure attempts as specified herein have been unlawful and  
5 wrongful; and

6 (d) Declaring that no Defendant or any party is entitled to hold a trustee's sale of the  
7 Property based upon the Nicholls DOT.

8  
9 **VII. SECOND CAUSE OF ACTION**  
10 **QUIET TITLE**

11 7.1 All allegations set forth above are re-alleged as if fully set forth herein.

12 7.2 Plaintiff is the fee simple owner of the Property.

13 7.3 No Defendant possesses a subsisting valid legal or equitable lien,  
14 encumbrance, claim or interest in or against the Property.

15 7.4 The Defendants have asserted and continue to wrongfully assert invalid claims  
16 directly affecting, impairing, diminishing, and limiting Plaintiff's quiet possession, use,  
17 enjoyment, and alienation of the Property which he owns in fee simple.

18 7.5 If no Defendant can evidence a valid interest in the Property, pursuant to RCW  
19 Chapter 7.28 Plaintiff asks for judgment quieting title in him and removing the cloud of all  
20 said Defendants' claims from the Property.

21 **VIII. THIRD CAUSE OF ACTION**  
22 **AGAINST DEFENDANT HOMECOMINGS**  
23 **FOR TRESPASS, AND INJURY AND DAMAGE TO THE PROPERTY**

8.1 All allegations set forth above are re-alleged as if fully set forth herein.



1       **8.2**     Upon information and belief, on or about late December 2008 Defendant  
2 **Homecomings**<sup>33</sup>, through an agent, without lawful authority entered upon, took possession  
3 and injured the dwelling structure located upon the Property, committing trespass, causing  
4 direct and indirect injury and damage as defined by RCW 4.24.630 and RCW 59.12.010.  
5 RCW 7.28.230.

6       **8.3**     Upon information and belief, on or about May 24, 2010 Defendant  
7 **Homecomings** (see footnote 33) again, through an agent, without lawful authority entered  
8 upon the Property and took possession, changing the locks and disabling Plaintiff's deadbolts,  
9 thereby excluding Plaintiff from entry into the dwelling structure located on the Property and  
10 rendering the Property vulnerable to break-in.

11       **8.4**     In the absence of working deadbolts, on or about early April, 2011, the  
12 Property structure was broken into, resulting in further damage and theft of items.

13       **8.5**     As a direct result of the Defendant **Homecomings'** actions, Plaintiff has  
14 suffered damages in an amount to be proven at trial and is entitle to allowable treble damages  
15 under RCW 4.24.630. All damages under this Complaint Section are sought as against  
16 **Homecomings** (see footnote 33).

17                   **IX. FOURTH CAUSE OF ACTION**  
18                   **AGAINST DEFENDANT HOMECOMINGS:**  
19                   **FRAUD, CONSPIRACY AND DAMAGES FOR SERVICER'S REFUSAL**  
20                   **TO COOPERATE IN PLAINTIFF'S EFFORTS**  
21                   **TO PAY OFF PRIOR ENCUMBRANCE**

22       **9.1**     All allegations set forth above are re-alleged as if fully set forth herein.

23 <sup>33</sup> If Discovery reveals that another party ordered and/or is liable for these acts, Plaintiff reserves the right to amend this Section.

1           **9.2** Plaintiff had a right<sup>34</sup> by virtue of his purchase of the Property at a non-judicial  
2 deed of trust foreclosure sale, under the UCC, common law, the Washington Constitution, and  
3 during such times as Defendants were attempting to foreclose the Property, under RCW  
4 61.24.090, to pay off the Nicholls note and Deed of Trust in a rightful amount to a lawful note  
5 holder/Beneficiary.

6           **9.3** Defendant **Homecomings** as purported servicer of the Nicholls Note and DOT  
7 is guilty of fraud, deception and self-dealing by refusing to cooperate with Plaintiff's good  
8 faith efforts beginning September 30, 2008 to assume and bring current the Nicholls loan and,  
9 when that offer was rejected, by refusing to accept Plaintiff's good faith tender<sup>35</sup> of full  
10 payment of the Nicholls Note and remove the lien of the Nicholls DOT from the Property.  
11 RCW 62A.3-603 (including discharge of debt when tender is refused).

12           **9.4** Upon information and belief Plaintiff alleges that the only purpose of  
13 **Homecomings'** refusal described in ¶ 9.3 was to continue generating servicer fees and  
14 income, and/or acquisition of the Property, for itself and related persons and entities including  
15 one or more of the other named Defendants.

16           **9.5** **Homecomings'** failure and refusal to provide the payoff information, and  
17 verification that the to-be-designated payee is the owner of the Nicholls Note and Beneficiary  
18 of the Nicholls DOT, or that Homecomings is legally authorized to act on their behalf,  
19 unreasonably interfered with Plaintiff's acquisition of clear title to the Property, constituted  
20 conspiracy in use of extortionate means in attempts to wrongfully collect money, and

21 \_\_\_\_\_  
22 <sup>34</sup> "In *MGIC Fin. Corp. v. H.A. Briggs Co.*, 24 Wn. App. 1, 6, 600 P.2d 573 (1979) \* \* \* [t]he court  
stated that the junior lienor had the right to (1) pay off the debt secured by the senior mortgage." *Fluke*

23 <sup>35</sup> "Tender" is a willingness to pay, accompanied by the ability and an attempt to pay." *King v. O/S*  
*Nordic Maiden*, 587 F. Supp. 46, 48 (W.D. Wash. 1984).

1 proximately obstructed Plaintiff's opportunities to market, rent, renovate and/or develop the  
2 Property in a timely manner, resulting in Plaintiff's substantial injury, loss and damage in an  
3 amount to be proven at trial. (See ¶ 18.4 below for Defendants' assigned liabilities).

4  
5 **X. FIFTH CAUSE OF ACTION**  
6 **DECEPTION, MISREPRESENTATION, FRAUD**  
7 **AGAINST DEFENDANT FIRST AMERICAN**

8 **10.1** All allegations set forth above are re-alleged as if fully set forth herein.

9 **10.2** The appointment of **First American** as successor trustee dated 02/17/2007,  
10 acknowledged/notarized 02/01/2007 and Recorded 02/23/2007, declares appointee **First**  
11 **American** is "a corporation formed under RCW 61.24, whose address is 2104 Fourth Ave.,  
12 Suite 800, Seattle, WA 98121." Upon information and belief this instrument was drafted and  
13 Recorded by ETS. The instrument is legally defective and void on its face. RCW 64.040.10,  
14 020 (including purported acknowledgement two weeks before signed); CA Civil Code  
15 §1189(a) (Insufficient acknowledgement); CA Civil Code §1190 (Signer is not identified as a  
16 "duly authorized person"). After recording, the instrument was to be mailed to ETS in  
17 Burbank, California (which did not legally exist in California at that time.).

18 **10.3** **First American** performed no function whatsoever as trustee under the  
19 Nicholls DOT, other than purportedly signing documents they obviously did not read.<sup>36</sup>  
20 Instead, **First American** entirely abdicated its role, function, and responsibilities as trustee to  
21 ETS, thereby violating its duty to Beneficiary, Borrower and Grantor, its duty to inform  
22 Plaintiff of the 2009 Sale Attempts (See ¶'s 5.21 – 5.48), and to act as fiduciary, in good faith

23 <sup>36</sup> Examples: ¶5.62 and ¶6.8(b) above.

1 and/or impartially as to interested parties. RCW 61.24.010(4) (*fiduciary* duty and impartiality  
2 required at time of 2009 sales attempts; duty of good faith in 2010 sale attempt).

3       **10.4** By its own admission, **First American** has never been aware of who owns the  
4 debt secured by the Nicholls DOT, or by what authority it was appointed as trustee (See ¶'s  
5 5.60 - 5.62 above). RCW 61.24.030(7)(a),(b) (trustee's responsibility to obtain proof that  
6 Beneficiary is owner of Nicholls Note; and when duty of good faith has been violated:  
7 requirement of evidentiary proof).

8       **10.5** ETS, to whom **First American** abdicated, operates entirely out of California  
9 (see footnote 5) and has no physical presence or telephone in Washington. If a deed of trust  
10 trustee is to abdicate duties to an agent, the agent must be able to carry out the requirements of  
11 the trustee. (See ¶ 5.21, 10.4 above). RCW 61.24 et seq., including duty of good faith.  
12 Agency Responsibility. RCW 9A.08.030(2).

13       **10.6** All acts and omissions in the nonjudicial foreclosure proceedings against the  
14 Property by **First American** in complicity with ETS, including but not limited to the Notices  
15 of Trustee's Sale Recorded on January 12, 2009, and on March 23, 2010, were wrongful as to  
16 Plaintiff, and injured and damaged Plaintiff in an amount to be proven at trial. (See ¶ 18.4  
17 below for Defendants' assigned liabilities).

18                               **XI. SIXTH CAUSE OF ACTION**  
19                               **DECEPTION, MISREPRESENTATION, FRAUD**  
20                               **AGAINST DEFENDANT LSI TITLE AGENCY, INC.**

21       **11.1** All allegations set forth above are re-alleged as if fully set forth herein.

22       **11.2** LSI was not and is not qualified or authorized to act as a trustee under Deeds  
23 of Trust in the State of Washington under any provision of the WDTA.

**11.3** LSI is a "shell corporation", existing in name only, and claiming to be "a

1 wholly owned indirect subsidiary of Lenders Processing Services, Inc.”<sup>37</sup> (“LPS”).

2       **11.4** Upon information and belief, LSI is a straw-man name offered for rent by LPS  
3 for use by loan servicers and document mills in order to circumvent the WDTA’s statutory  
4 prerequisites and procedures in the nonjudicial foreclosure process and to subvert the  
5 Grantor/borrower’s ability to effectively assert their defenses.

6       **11.5** LSI, and the Defendants who have used its straw-man name, have committed  
7 so many fraudulent and unlawful acts in falsely presenting LSI as a legitimate trustee of deeds  
8 of trust, that space prohibits listing them all here. Following are some examples whereby LSI  
9 has committed fraud upon Plaintiff, other homeowners, the State of Washington<sup>38</sup>, the State  
10 of California (see below), the State of Nevada<sup>39</sup>, the State of Arizona<sup>40</sup> and fraud upon the  
11 Court.<sup>41</sup>

12           (a) LSI Title Agency, Inc. is not registered with the California Secretary of State  
13 or licensed to do business in California.

14           (b) LSI Title Agency, Inc., although selling title insurance out of California, is not  
15 licensed with the California Insurance Commission.

16 <sup>37</sup> Rule 7.1 Corporate Disclosure Statement For LSI Title Agency, Inc., dated 02/07/11, *Linda S. Green v.*  
*Greenpoint Mortgage Funding, Inc., et al*, No. 11-05105, U.S. Dist. Court, Tacoma.

17 <sup>38</sup> Fraudulent filings with OIC to obtain Title Insurance Agency status. Filings with Cnty. Recorders.

18 <sup>39</sup> Upon information and belief, all signing of documents for LSI is done by employees of Lenders  
19 Processing Services, two of which are currently under indictment in Nevada for felony robo-signing;  
20 the Nevada AG filed suit on 12/15/2011 against LPS for “pattern and practice of falsifying, forging  
and/or fraudulently executing foreclosure related documents.” *State of Nevada v. Lender Processing*  
*Services, Inc., et. al*, Case No. A-11-653289-B, Dept. No. XI, U.S. Dist. Court, Clark Cnty., Nevada.

21 <sup>40</sup> e.g. September 1, 2011 LSI, in submitting its Escrow Rates to the Arizona Department of Financial  
22 Institutions, listed its address as **5 Peters Canyon Rd. Ste 200, Irvine, CA 92606** [This is the address  
of LPS], where it does not legally exist.

23 <sup>41</sup> See March 11, 2009 Declaration (under penalty of perjury) of Gary Finnell, *Gildea v. LSI Title*  
*Agency, Inc., et al*, Case # 10-2-43592-1SEA, King Cnty. Sup. Ct., containing multiple  
misrepresentations of fact.

1  
2 (c) LSI Title Agency, Inc. is not registered as a dba in Orange County, CA (they  
3 have claimed at least two addresses in that county, including that currently  
4 claimed, see footnote 40).

5 (d) LSI Title Agency, Inc. is not registered with the Washington Employment  
6 Security Department, and hence has no legal employees. Having no legal  
7 presence whatever in California it is reasonable to assume that LSI Title  
8 Agency, Inc. has no California employees either, and pays no taxes there.

9 (e) To be licensed as a Title Insurance Agency in Washington, it is required that  
10 an applicant "Maintains a lawfully established place of business in its home  
11 state and holds a corresponding license issued by the state of its principal place  
12 of business[.]" RCW 48.17.173(3)(b). In their initial application to the Office  
13 of the Insurance Commissioner ("OIC")<sup>42</sup>, LSI represented itself as being a  
14 licensed title insurance agent in the State of Illinois.

15 (i) Illinois does not license title insurance agents.

16 (ii) On December 5, 2008 LSI emailed the OIC to change its principal  
17 place of business from Santa Ana, CA (where they did not legally exist  
18 and were not licensed to sell title insurance – see above) to an address  
19 in Illinois that is in fact the Chicago address of CT Corporation.

20 (f) On December 11, 2010 LSI applied to the OIC for, and was granted, "Resident  
21 Title Insurance Agency" status in Washington. LSI has no physical presence  
22 in this state. RCW 40.16.030 (offering false instruments for filing or record).

23 (g) LSI Title Agency, Inc. has also filed false documents with other states  
fraudulently proclaiming its status. (See footnote 40 above).

24 **11.6** On February 11, 2011 Plaintiff filed a complaint<sup>43</sup> with the OIC against LSI  
25 **Title Agency, Inc.** charging both abuse of insurance licensing statutes and violations of RCW  
26 61.24 et seq. A copy of the complaint was forwarded to the Office of The Attorney General  
27 ("OAG").

28 <sup>42</sup> All references herein to materials submitted by LSI to the OIC are contained in Certified OIC  
29 Records, file #3914 *robertson.BATES 1-90\_REDACTED.pdf*.

30 <sup>43</sup> OIC Case Number 1048121

1       **11.7** On April 6, 2011 Attorney General Rob McKenna published and sent to  
2 companies acting as deed of trust trustees in Washington a letter<sup>44</sup> stating, “[N]on-judicial  
3 foreclosure sales may not occur unless the foreclosing trustee has a bona fide physical  
4 location in Washington with a phone line.”

5       **11.8** LSI ignored the warning of the Attorney General (§ 11.7 above ) and despite  
6 having no Washington presence continued foreclosures through November of 2011.

7       **11.9** On May 20, 2011 the OIC wrote Plaintiff in response to his complaint (see §  
8 11.6), “It appears **LSI Title Agency, Inc.** did violate one or more provisions of Washington’s  
9 Insurance Code. As such, this matter will be reviewed by an OIC attorney in the Legal  
10 Affairs Division for possible disciplinary action.”

11       **11.10** The OIC announced in a January 5, 2012 Press Release<sup>45</sup> that LSI was fined  
12 “for failing to maintain a place of business accessible to the public in Washington.”

13       **11.11** Since May 6, 2011 (30 days following the AG’s *Trustee Letter #2*), LSI has  
14 filed at least 942 documents with the King County Recorder including appointments as  
15 Successor Trustee<sup>46</sup>, many listing a California address (see footnote 40) where LSI is not a  
16 registered business nor a legal trustee under the WDTA. LSI also has filed name variations,  
17 including “LSI Title Company”<sup>47</sup> appearing in 32 instruments in King County Records; that  
18 entity is not registered to do business in Washington or with the OIC. All filings with King  
19 County in 2012 have been indexed as simply “LSI Title.”

20 \_\_\_\_\_  
21 <sup>44</sup> OAG Letter to Trustees of April 6, 2011 was dubbed “Trustee Letter 2”

22 <sup>45</sup> <http://www.insurance.wa.gov/news/2012/1-05-2012.shtml>

23 <sup>46</sup> See, e.g., King County Recorder #20120403002189

<sup>47</sup> See, e.g., King County Recorder #20111109001821

1       **11.12** None of the Notice(s) of Trustee's Sale(s) issued by LSI against the Property  
2 comply with the mandatory and material prerequisites of trustee's sales established by RCW  
3 61.24.030(6) (no presence in Washington); § (7)(a),(b) (failing duty of proof that Beneficiary  
4 is owner of note) and § (8) (failure to mail Notice of Default to Plaintiff under his status as  
5 successor to grantor<sup>48</sup>).

6       **11.13** The February 17, 2010 *Appointment of Successor Trustee* purportedly  
7 Recorded by RFREH in the King County Official Records to appoint LSI as Successor  
8 Trustee under the Nicholls DOT is legally defective. (See ¶¶ 5.58, 5.59, 11.14).

9       **11.14** RFREH's purported acquisition of the Nicholls Note and Deed of Trust on  
10 July 28, 2010 occurred five months after RFREH purportedly executed the February 16, 2010  
11 appointment of LSI as successor trustee, rendering every act and omission of LSI as trustee  
12 illegal, and wrongful in every particular. RCW 64.04.010, 020; RCW 61.24.005(2); RCW  
13 61.24.010(2).

14       **11.15** Additionally, through the following practices in complicity with Defendant  
15 ETS and one or more of the other Defendants herein, LSI created and creates the false  
16 appearance that it is authorized and qualified to act as a trustee under Deeds of Trust in the  
17 state of Washington:

- 18           (a) Fraudulently and deceptively creating the false appearance that it maintains a  
19               street address in the state of Washington, a physical presence at such street  
20               address, and telephone service at such street address;

21  
22  
23       <sup>48</sup> RCW 61.24.005(7) – definition of "Grantor" includes "successor."



- 1 (b) Setting forth sham street addresses and telephone numbers in its notices of  
2 default that are transmitted to the borrower and grantor;
- 3 (c) Setting forth sham street addresses and telephone numbers in its Notices of  
4 Trustee's Sale that are transmitted to the borrower, to the grantor, to other  
5 interested parties, and published in newspapers of general circulation in  
6 various counties in the state of Washington.
- 7 (d) The address of 1111 Main St., #200, Vancouver, WA 98660 which is stated as  
8 LSI's address in the *Appointment of Successor Trustee* Recorded 02/17/2010  
9 (See ¶ 5.58, 5.59 above), and *Notice of Trustee's Sale* Recorded 03/23/2010  
10 (See ¶ 5.60) is a sham, phantom, fraudulent, and false address at which LSI did  
11 not maintain any physical presence or telephone service.
- 12 (e) The *Appointment of Successor Trustee* Recorded 02/17/2010 (see (d) above)  
13 falsely states that LSI is "a corporation formed under RCW 61.24, whose  
14 address is...[(d) above]". No Washington corporations are formed under any  
15 provision of the WDTA (See ¶ 10.2 for ETS tie-in).
- 16 (f) The address of 13920 SE Eastgate Way, Ste. 115, Bellevue, WA 98005 which  
17 is stated as LSI's address in the *Notice of Trustee's Sale* Recorded 12/22/2010  
18 (See ¶ 5.69 above), is a sham, phantom, fraudulent, and false address at which  
19 LSI does not and did not maintain any physical presence or telephone service.
- 20 (g) Recording, or authorizing to be Recorded, the above and other false  
21 information described herein for public record. RCW 40.16.030.
- 22

23 **11.16** LSI engaged and engages in the foregoing and other activities in order to

1 masquerade itself as a legitimate trustee to the injury and damage of Washington property  
2 owners in nonjudicial foreclosures of their homesteads, residences, and other types of real  
3 property. Injuries and damages to Plaintiff are in an amount to be proven at trial. (See ¶ 18.4  
4 below for Defendants' assigned liabilities. See also ¶ 18.5 punitive damages under CA Civil  
5 Code § 3294).

6  
7 **XII. SEVENTH CAUSE OF ACTION**  
8 **DECEPTION, MISREPRESENTATION, FRAUD,**  
9 **AGAINST DEFENDANT EXECUTIVE TRUSTEE SERVICES, LLC**

10 **12.1** All allegations set forth above are re-alleged as if fully set forth herein.

11 **12.2** Upon information and belief, Defendant **Executive Trustee Services, LLC,**  
12 **(ETS)** is a wholly owned subsidiary of Defendant **GMAC** and functions as a "foreclosure  
13 mill" to process foreclosures for **GMAC** companies. (See footnote 5). **ETS'** "services"  
14 apparently encompass wearing of all hats, including:

- 15 (a) Usurping the role of Beneficiary through unilaterally issuing foreclosure  
16 directives with no authority from a valid deed of trust Beneficiary or trustee;  
17 (b) Usurping the trustee's function of making the critical decisions that are  
18 reserved by law to the authorized and qualified trustee, including refusal to  
19 stop a foreclosure that they knew to be unlawful (See ¶ 5.34 – 5.36, 5.48  
20 above), while failing to meet the WDTA requirements to act as a trustee.  
21 RCW 61.24 et. seq., including 61.24.020 ("No person, corporation or  
22 association may be both trustee and beneficiary under the same deed of  
23 trust"), and having no Washington address or telephone.  
(c) Upon information and belief, drafting the legal instruments for the

1 processing of nonjudicial foreclosures in the state of Washington in the name  
2 of nominal though essentially phantom Beneficiaries and deed of trust  
3 trustees (e.g. see ¶¶ 10.2, 11.15(e) and 16.7);<sup>49</sup>

4 (d) Usurping the trustee's role as the decision maker or intermediary between  
5 borrower and Beneficiary in every phase of the nonjudicial foreclosure  
6 process.

7 (e) Directing in cover sheet accompanying Notice(s) of Foreclosure/Notice(s) of  
8 Trustee's Sale(s) (See e.g. ¶ 5.60) mailed to interested parties, that payments  
9 are to be sent to ETS, when no authority for such payment is evidenced.

10 **12.3** Upon information and belief, ETS created, mailed, served, filed with King  
11 County Recorder, published and is responsible for the content of all Recorded instruments  
12 bearing the names of LSI and First American described herein. All Recorded instruments so  
13 drafted contained the following directive in the upper left corner of the first page:

14 "And When Recorded Mail To:  
15 Executive Trustee Services, LLC  
16 [California address]"

17 **12.4** The above described acts and omissions of ETS are contrary to and in material  
18 and gross violation of the WDTA and demonstrate willful conspiracy in the unlawful and  
19 criminal acts herein described, all to Plaintiff's injury and damage in an amount to be proven  
20 at trial. (See ¶ 18.4 below for Defendants' assigned liabilities. See also ¶ 18.5 punitive  
21 damages under CA Civil Code Code § 3294).

22 <sup>49</sup> The practice of law includes the selection and completion of legal instruments by which legal rights  
23 and obligations are established. *Perkins v. CTX Mortgage Co.*, 137 Wn.2d 93, 97(Jan. 1999), citing  
*Washington State Bar Ass'n v. Great W. Union Fed. Sav. & Loan Ass'n*, 91 Wn.2d 48, 54-55, 586 P.2d  
870 (1978).

**XIII. EIGHTH CAUSE OF ACTION  
AS AGAINST DEFENDANT RFREH  
(IN CONSPIRACY WITH GMAC GROUP AND LSI)  
FRAUD, DECEPTION AND MISREPRESENTATION**

**13.1** All allegations set forth above are re-alleged as if fully set forth herein.

**13.2** The *Notice of Trustee's Sale* Recorded on 03/23/2010 by **RFREH** (See ¶ 5.60) recites as follows regarding the Nicholls DOT:

“...beneficial interest in which was assigned by OLD KENT MORTGAGE COMPANY DBA NATIONAL PACIFIC MORTGAGE to RESIDENTIAL FUNDING REAL ESTATE HOLDINGS, LLC.”

Old Kent ceased to exist in 2002. **RFREH** did not come into existence until 2009. Such assignment is impossible. RCW 64.04.010, 020.

**13.3** **RFREH** does not qualify as Beneficiary of the Nicholls DOT, and therefore has no authority or standing to appoint a trustee, exert control, or direct that nonjudicial foreclosure proceedings or other adverse action be taken against the Property. RCW 61.24.005(2); RCW 61.24.010(2), RCW 61.24.030.

**13.4** **RFREH**'s purported acquisition of the Nicholls Note and Deed of Trust on July 28, 2010 (See ¶ 5.66 – 5.68) occurred five months after **RFREH** executed the February 16, 2010 appointment of **LSI** as successor trustee.

**13.5** **RFREH**'s nonjudicial foreclosure proceedings (¶ 5.60, 5.69 above) were conducted in concert with the rest of **GMAC Group** and **LSI** and were, in substance, an attempt to steal the Property presently valued between \$100,000 to \$140,000<sup>50</sup> through fraud, deceit, deceptive practices, complicity in theft of property for sale to others and criminal

<sup>50</sup> Present value as estimated by John Bauer of Zip Realty. See also property tax evaluations.

1 conspiracy; and/or to exert extortionate pressure on Plaintiff to pay an inflated amount to  
2 which RFREH has no rightful claim; all to Plaintiff's injury and damage in an amount to be  
3 proven at trial. (See ¶ 18.4 below for Defendants' assigned liabilities. See also ¶ 18.6 request  
4 for punitive damages under Pennsylvania law).

5  
6 **XIV. NINTH CAUSE OF ACTION**  
7 **AS AGAINST GMAC**  
8 **FRAUD, DECEPTION AND MISREPRESENTATION**

9 **14.1** All allegations set forth above are re-alleged as if fully set forth herein.

10 **14.2** Upon information and belief, GMAC has served as either a "Master Servicer"  
11 or "Submaster Servicer" with regard to the Nicholls Note and DOT.

12 **14.3** On March 12, 2012 the Office of Inspector General, U.S. Department of  
13 Housing and Urban Development ("OIG") issued a scathing *Memorandum of Review* of Ally  
14 Financial Inc.'s (GMAC'S parent corporation) Fort Washington, PA facility practices relating  
15 to foreclosures. The OIG noted Ally's refusal to cooperate with the investigation or to permit  
16 interviews with employees, which after subpoena claimed Fifth Amendment rights under  
17 attorney representation. "The team leader of Ally's foreclosure department testified that he  
18 and other affiants did not sign documents in front of a notary."<sup>51</sup> Notary violations were  
19 referred to the Secretary of the Commonwealth of Pennsylvania. On April 4, 2012 Defendant  
20 GMAC and Ally Financial, Inc., entered into a Consent Judgment<sup>52</sup> with 49 state attorneys  
21 general, including Washington, for unlawful mortgage handling procedures including  
22 foreclosures, and "among other laws, the Unfair and Deceptive Acts and Practices laws of the

23 <sup>51</sup> OIG *Memorandum of Review*, at 5

<sup>52</sup> *United States v. Bank of America Corp. et. al*, No. 12 0361, US Dist. Ct., DC (April 4, 2012)

1 Plaintiff States, the False Claims Act, the Financial Institutions Reform, Recovery, and  
2 Enforcement Act of 1989, the Servicemembers Civil Relief Act, and the Bankruptcy Code  
3 and Federal Rules of Bankruptcy.” GMAC has been sanctioned by courts in Florida and  
4 Maine<sup>53</sup> for falsifying foreclosure documents.

5       **14.4** Upon information and belief, Plaintiff alleges that Defendant GMAC either  
6 directly or through its wholly owned subsidiary ETS is in control of most or all material  
7 decisions and has ordered all actions by Defendants described herein regarding the Property  
8 and the Nicholls Note and Deed of Trust.

9       **14.5** Upon information and belief, Plaintiff alleges that GMAC has orchestrated the  
10 activities of the other Defendants regarding the Property in efforts to intimidate Plaintiff into  
11 submission, i.e. by requiring Plaintiff to pay them everything they demand on pain of losing  
12 the Property to an unlawful trustee’s sale or having the Property clouded indefinitely through  
13 the recordation of invalid instruments in the Official Public Records of King County.

14       **14.6** GMAC’s actions and omissions have been a proximate cause of Plaintiff’s  
15 injuries and damages indicated herein in an amount to be proven at trial. (See ¶ 18.4 below  
16 for Defendants’ assigned liabilities. See also ¶ 18.6 request for punitive damages under  
17 Pennsylvania law).

18  
19                               **XV. TENTH CAUSE OF ACTION**  
20                               **AS AGAINST ALL DEFENDANTS UNDER RCW 9A.82 et seq.**  
                                  **“LITTLE RICO”**

21       **15.1** All allegations set forth above are re-alleged as if fully set forth herein.

22  
23       <sup>53</sup> *TCIF REO2, LLC v. Leibowitz, as Trustee, et al.*, No. 16-2004-CA-4835, Circuit Ct. 4D, Duvall  
Cnty., FL (May 2006); *James v. U.S. Nat. Bank & GMAC*, No. 2:09-cv-84-JHR, U.S. Dist. Ct. Maine  
(Feb. 2011).

- 1       **15.2** Defendants' have engaged in a pattern and practice of willful conspiratorial,  
2 deceptive, unconscionable acts, in violation of RCW 19.82 et seq., including
- 3           (a) use of deception with the intent of misleading debtors and property owners at  
4           their most vulnerable time (the definition of "profiteering"), as well as  
5           potential buyers of foreclosed properties, Washington State regulators and the  
6           public at large, and
- 7           (b) upon which those persons justifiably relied;
- 8           (c) recording of fraudulent and false instruments affecting real property titles  
9           thereby impairing the stability of Washington land titles;
- 10          (d) circumvention of WDTA procedures to exert control over realty without valid  
11          authority and thereby accomplish theft through nonjudicial foreclosure sale of  
12          Washington resident's residential real property;
- 13          (d) adding of unjust fees and interest to amounts alleged as due which are  
14          purportedly secured by deeds of trust;
- 15          (e) employing extortionate means to extract payments from property owners  
16          including Plaintiff (See ¶ 15.4).
- 17          (f) submitting and/or attempt to submit unlawful credit bids at Trustee Sales  
18          where "creditor" in fact held no ownership in underlying debt or interest in  
19          property. i.e. theft.
- 20          (g) reselling and/or intent to resell unlawfully obtained (stolen) real property.

21       **Acts and omissions described herein which are charged under**  
22       **RCW 9A.82 et seq. Criminal Profiteering statutes (felonies in bold):**

- 23       **15.3** Conspiring to conduct Trustee's Sales of the Property without authority,

1 including no ownership of the underlying Note or legal interest in Deed of Trust: **GMAC**  
2 **GROUP, LSI, First American, Conspirators: RFC-LLC, Homecomings:** (See ¶¶ 5.7, 5.21  
3 – 5.48, 5.58 - 5.69, 6.3 - 6.13, 10.2 - 10.6, 11.2 - 11.16, 12.2 – 12.4, 13.2 – 13.5, 14.4, Exhibit  
4 C): (felonies in bold) **RCW 9A.56.030** (Theft in the first degree); **RCW 9A.82.055** (theft of  
5 property for sale to others); **RCW 10.58.040** (intent to defraud); **RCW 9A.28.020(1)**  
6 (complicity in criminal attempt); **RCW 9A.82.050** (Trafficking in stolen property in the first  
7 degree); **RCW 9A.82.080** (controlling enterprise or realty); **RCW 9A.82.080(3)(a)**  
8 (conspiracy to control realty). **RCW 9A.08.010** (culpability defined). **RCW 9A.28.040**  
9 (criminal conspiracy).

10 **15.4** Using extortionate means to extract payments to parties not entitled to receive  
11 them, including inflated amounts:

12 (a) **GMAC, Chase, RFREH, ETS, First American, LSI, Homecomings, and RFC-**  
13 **LLC (Conspirator):** See ¶¶ 5.21-5.56, 6.8(b), 6.10 – 6.13, 9.1 - 9.5, 10.6, 11.12,  
14 11.16, 11.17, 12.2(e), 12.4, 13.5, 14.4;

15 (b) **ETS, GMAC, First American:** refusal to stop unlawful trustee's sale (tool for  
16 theft and/or extortion): See ¶¶ 5.34-36, 5.46-48.

17 (c) **GMAC, RFREH, ETS, First American, LSI, Bank One, Homecomings:**

18 Leaving Recorded *Notice of Trustee's Sales* on property record when sales had  
19 been "cancelled" as a tool of extortion: See ¶¶ 5.51-5.56, 14.5-14.6. **RCW**  
20 **4.28.328** (also actionable for proximate injuries/damages).

21 **RCW 9A.56.130** (Extortion); **RCW 9A.82.040** (use of extortionate means); **RCW 10.58.040**  
22 (intent to defraud); **RCW 9A.28.020(1)** (complicity in criminal attempt).

23 **15.5** Forgery: **RFREH, GMAC:** See ¶¶ 5.66-5.68 (also 13.2). **RCW 9A.60.020**



1 (Forgery); **RCW 9A.60.040** (criminal impersonation).

2       **15.6** False, Fraudulent and forged instruments have been filed with the King County  
3 Recorder naming **RFREH, Bank One, Chase, Bank of NY, First American** and **LSI** as  
4 having interests in the Property: **ETS, LSI, First American, Chase, RFREH, RFCorp,**  
5 **RFC-LLC, GMAC** (master conspirator), **Homecomings** (conspirator): See ¶ 10.2, 13.3,  
6 11.15, Exhibit C ¶¶ 4.2a – 4.13a and additional references to Recorded documents herein  
7 described. **RCW 40.16.030** (offering false instrument for filing or record); **RCW 61.24.010,**  
8 **RCW 64.04.020** (real estate statute of frauds); **RCW 9.38.020** (false representations  
9 concerning title); **RCW 64.08.020** (Out of state certification requirements – see also statutes  
10 of states where acknowledgements were executed); **9A.60.050** (false certification); **RCW**  
11 **9A.60.010(4)** (falsely making an instrument); Deeds must be drafted by a licensed attorney  
12 (See footnote 49 and **RCW 19.16.250(5)**); **RCW 9A.08.020** (complicity).

13       **15.7** Plaintiff and a substantial percentage of the residents of Washington have  
14 suffered damages proximately caused by Defendants' acts and omissions stated herein  
15 under Little RICO charges, including

- 16           (a) Diminishment of property values both directly and indirectly;  
17           (b) Degradation of surrounding neighborhood aesthetics, and creating nuisances.  
18           (c) Damage to the public perception and reputation of those victimized,  
19               including humiliation;  
20           (d) Damages, actual and perceived to the integrity of the WDTA system;  
21           (e) Damage to the integrity of Washington's system of law.  
22           (f) Plaintiff has further directly incurred costs of attempting to resolve issues  
23               herein, including substantial out-of-pocket expense, loss of time, attorney

1 fees, research, and prosecuting this action in defense of his property in  
2 amounts to be proven at trial.

3 (g) Plaintiff is also entitled to treble damages at the discretion of the court  
4 under RCW 9A.82.100(4)(d), and attorney fees.

5 (h) See ¶ 18.4 below for Defendants' assigned liabilities.

6 **XVI. ELEVENTH CAUSE OF ACTION**  
7 **CHARGES AGAINST ALL DEFENDANTS AS CONSPIRATORS**  
8 **UNDER RCW 19.82 et seq.**  
9 **CONSUMER PROTECTION ACT**

10 **16.1** All allegations set forth above are re-alleged as if fully set forth herein.

11 **16.2** Defendants have engaged in unfair acts and practices regarding residential real  
12 estate mortgages and marketing of properties to and from consumers, which have seriously  
13 impacted the public interest through:

14 (a) Use of names of banks who hold no interest, identified only "as trustee"s,  
15 where no legal Beneficiary is named in violation of RCW 62A.3 et seq., RCW  
16 61.24.005(2), RCW 61.24.030(7)(a), (8)(l); RCW 61.24.040(2);

17 (b) Asserting claims that the *transfer* of negotiable instruments may be  
18 accomplished through recordation of an Assignment of Deed of Trust, and  
19 acting and attempting to act on such claims through pursuing unlawful  
20 foreclosures. RCW 62A.3-201, 203;

21 (c) Use of phantom, straw-man trustees, which perform no function in the  
22 foreclosure process other than lending their name to entities such as ETS, who  
23 are a wholly owned arm of the foreclosing servicer, such as GMAC, which  
effectively nullifies the protective intermediary role of the "impartial" trustee

1 established by the WDTA;

2 (d) Publishing false information as to how such trustees may be contacted;

3 (e) Recording of bogus Assignments of deeds of trust;

4 (f) Recording bogus appointments of Successor Trustees; and

5 (g) Recording bogus Notices of Trustee's Sales (wrongful foreclosures) based  
6 upon these misrepresentations. RCW 19.86.020:

7 (h) Issuing and recording invalid deeds (when the power to grant a deed has been  
8 obtained through fraudulent means, any deed so granted is invalid), e.g. LSI  
9 (See Section XI above), seriously impacting stability of land titles.

10 **16.3** Fraudulent misrepresentation and intentional deception is charged under the  
11 Washington Consumer Protection Act, RCW 19.86 et seq. against the following Defendants  
12 which includes the following examples herein stated:

13 (a) **Homecomings:** See See ¶¶ 5.8 - 5.20, 5.38-5.39, 9.3 – 9.5;

14 (b) **ETS:** See ¶¶ 5.24, 5.32- 5.36, 5.46-5.48, 5.57-5.62, 5.69, 10.2-10.6, 11.12-  
15 11.15, 13.1-13.4, 15.3, & 15.6 (conspirator), Exhibit C ¶ 4.12(a);

16 (c) **GMAC:** See ¶¶ 5.24-5.25, 5.35-5.36, 5.50 -5.56, 5.66 -5.68, 6.7- 6.9, 14.2-  
17 14.4, Exhibit C ¶ 4.3(a);

18 (d) **First American:** See ¶¶ 5.23, 5.30 - 5.33, 5.40, 5.46, 5.59 -5.62, 6.12, 10.1-  
19 10.6, 15.3, 15.6, Exhibit C ¶ 4.11(a);

20 (e) **LSI:** See ¶¶ 5.69, 10.4 - 10.5 (same legal basis), 11.1-11.16, 15.3, 15.6,  
21 Exhibit C ¶ 4.13(a);

22 (f) **Chase:** See ¶¶ 5.66 – 5.68, 6.9 (regarding claim to be beneficiary), 6.12,  
23 Exhibit C ¶ 4.8(a);

(g) **RFREH:** See ¶¶ 5.58, 5.59, 5.60, 5.66 – 5.68, 6.9(c)-6.12, 13.1 – 13.5, 15.3,  
15.6, Exhibit C ¶ 4.4(a),(b);

1 (h) **RFCorp**: See ¶ 15.6, Exhibit C ¶ 4.6(a) (unsubstantiated claim of Attorney In  
2 Fact);

3 (i) **RFC-LLC**: See ¶ 15.6, Exhibit C ¶ 4.5(a) (unsubstantiated claim of Attorney  
4 In Fact),

5 **16.4 Fraudulent Withholding of Information which Defendant had a duty to**  
6 **disclose.**<sup>54</sup> Despite repeated requests, including those described herein, no Defendant or any  
7 representative thereof has ever provided the October 2008 pay-off amount on the Nicholls  
8 Note or produced any evidence of ownership thereof, or been willing to exhibit any valid  
9 authority for their actions.

10 (a) **Homecomings**: See ¶¶ 5.8 - 5.20, 5.21, 5.38-5.39,

11 (b) **ETS**: See ¶¶ 5.21, 5.24 - 5.27, 5.34-5.36, 5.38-5.39, 5.46, 5.57, 5.61-5.62

12 (c) **GMAC**: See ¶¶ 5.36, 5.53-5.56, 6.7

13 (d) **First American**: See ¶¶ 5.23, 5.30-5.31, 5.46, 5.57, 5.61-5.62, 10.3-10.5

14 (e) **Chase**: See ¶¶ 5.43 - 5.45

15 **16.5 Homecomings Refusal of Tender of Payoff to generate profits & servicing**  
16 **fees:** See 5.9-5.21. RCW 62A.3-603.

17 **16.6 Robo-signing:** Virtually every instrument, in which Defendants are named,  
18 Recorded as against the Property, is false, fraudulent and/or invalid. Where not already  
19 indicated herein, Plaintiff's Exhibit D "Index to Property Records", to be presented at trial,  
20 will itemize each of these defects, which include but are not limited to violations itemized in  
21 ¶ 15.6 above and elsewhere in this Complaint.

22 **16.7 All Notice's of Trustee Sale** drafted and filed against the Property have stated,  
23 "THIS IS AN ATTEMPT TO COLLECT A DEBT..." Because **All Defendants, and First**

<sup>54</sup> See RESTATEMENT (SECOND) OF TORTS § 551 (1977).

1 American and LSI in particular as phantom straw-man trustees of a deed of trust, lacked the  
2 power of sale under Washington law, their actions herein described are not excluded from the  
3 definition of "debt collection" under RCW 19.16.100(4), and are within the deceptive debt  
4 collection provisions of RCW 19.16 et seq., including, especially regarding ETS, RCW  
5 19.16.250(5) (practice of law in the drafting of instruments). See ¶ 12.2(c).

6 16.8 Violations of debt collection statutes are per se violations of the CPA<sup>55</sup>.

7 16.9 Plaintiff has suffered injuries and damages proximately resulting from the  
8 above enumerated acts and is entitled to compensation therefor, including

- 9 (a) Clouding and destabilization of title to Plaintiff's Property and others  
10 thereby diminishing Property's value;
- 11 (b) Loss of use of the Property including lost revenue from sale, rental and/or  
12 development.
- 13 (c) Pecuniary losses occasioned by inconvenience, including losses from forced  
14 liquidation of securities and cost of loan (See ¶ 5.12), to tender full payoff  
15 to a rightful claimant;
- 16 (d) Loss of appreciating value of securities liquidated: securities present value  
17 less sale price (or in the alternate *losses x .1/year*), in amounts to be proven  
18 at trial;
- 19 (e) Tax consequences as result of awards;
- 20 (f) Treble damages allowable under RCW 19.86.090; and
- 21 (f) Attorney fees. (See ¶ 18.4 below for Defendants' assigned liabilities).

22 **XVII. TWELFTH CAUSE OF ACTION**  
23 **INFLICTION OF EMOTIONAL DISTRESS**  
**AGAINST SPECIFIED DEFENDANTS, ALL DEFENDANTS THROUGH**  
**CONSPIRACY**

17.1 All allegations set forth above are re-alleged as if fully set forth herein.

<sup>55</sup> *Panag v. Farmers Ins. Co. of Wash.*, 166 Wn.2d 27, (April 2, 2009).

1       **17.2** Intentional Infliction of Emotional Distress. The conduct of Defendants  
2 **GMAC, Homecomings, RFREH, RFCorp/RFC-LLC (as one entity), First American, LSI**  
3 and **ETS** as set out above was outrageous, sounds in intentional tort, and constitutes  
4 intentional infliction of emotional distress.

5       **17.3** Negligent Infliction of Emotional Distress. Alternatively, the conduct of  
6 Defendants **GMAC, Homecomings, RFREH, RFCorp/ RFC-LLC (as one entity), First**  
7 **American, LSI** and **ETS** as set out above was negligent insofar as said Defendants failed to  
8 take reasonable care to avoid causing Plaintiff's emotional distress and caused Plaintiff  
9 emotional distress.

10       **17.4** The Plaintiff's emotional distress was, and is, manifested by objective and/or  
11 physical symptoms.

12       **17.5** See ¶ 19.1(9) for computation of award, and ¶18.4 for assigned liabilities of  
13 each Defendant.

## 14 15 **XVIII. INJURIES/DAMAGES**

16       **18.1** All allegations set forth above are re-alleged as if fully set forth herein.

17       **18.2** Plaintiff is entitled to compensation in amounts to be proven at trial.

18       **18.3** At time of filing of this Complaint conservatively estimated total monetary  
19 compensation for injuries, damages, and adverse tax consequences, not including ¶18.5 or  
20 ¶18.6 below, costs or attorney fees, is \$1,166,096.00.

21       **18.4** Whereas Defendants as identified herein shared responsibility in measure for  
22 Plaintiff's injuries, damages, costs and fees as indicated, Plaintiff has assigned proportional  
23 liability of awards by this court, except where otherwise confined to individual Defendants, in

the following percentages, subject to the wisdom of the Court:

<u>PERCENTAGE OF LIABILITY</u>	<u>PRLIMINARY ESTIMATES BASED UPON ¶ 18.3</u>
• <b>GMAC</b> ..... 20%	\$233,219
• <b>First American</b> ..... 10%	\$116,610
• <b>ETS</b> ..... 15%	\$174,914
• <b>RFREH</b> ..... 10%	\$116,610
• <b>RFCorp/RFC-LLC</b> ..... 10%	\$116,610
• <b>Homecomings</b> ..... 10%	\$116,610
• <b>LSI</b> ..... 15%	\$174,914
• <b>Chase</b> ..... 10%	\$116,610
• <b>Bank One</b> ..... 0%	0
• <b>BNY</b> ..... 0%	0

**18.5** Because of the willful, egregious and systemic nature of actions described herein by Defendants **LSI** and **ETS**, done in California, Plaintiff requests an appropriate award of punitive damages<sup>56</sup> against each of these Defendants under California Civil Code § 3294.

**18.6** Because of the willful and egregious and systematic nature<sup>57</sup> of the forging of documents, and in particular Assignment of Deed of Trust, Recorded 08/12/2010 (See ¶ 5.66 – 5.68), done for the benefit of **RFREH** by and under the direction of **GMAC**, at Ft. Washington, Pennsylvania, Plaintiff requests an appropriate award of punitive damages against **GMAC** and **RFREH** under Pennsylvania law.

<sup>56</sup> See *Singh v. Edwards Lifesciences Corp.*, 151 Wn. App. 137 (July 6, 2009) (“The conduct that serves as the basis of the punitive damage award here occurred in California and that state has an interest in deterring its corporations from engaging in such fraudulent conduct.”).

<sup>57</sup> Plaintiff will produce at trial additional forgeries from this source.

**XIX. RELIEF REQUESTED**

**WHEREFORE**, Plaintiff prays for relief against Defendants and each of them as follows:

**19.1** For declaratory relief consistent with the pleadings herein, including but not limited to declarations that -

- (1) Defendants have violated the laws of the State of Washington in their efforts to hold foreclosure sales of the Property;
- (2) Defendants are not entitled to conduct a Foreclosure sale of the Property;
- (3) The Nicholls DOT is and should be declared void, invalid, and of no further force or effect as a lien against the Property records on the basis of:
  - (a) Nicholls DOT was void ab initio (See ¶ 5.7)
  - (b) No Defendant, person, or entity, known or unknown, has any valid perfected interest in the Nicholls DOT as against Plaintiff as a purchaser for value in good faith. Chapter 62A.9A RCW, RCW 65.08.070;
  - (b) Defendants' refusal to accept Plaintiff's tender of payment to a verifiably rightful owner of the Nicholls Note;
  - (c) Defendants' failure to identify any verifiably rightful owner of the debt purportedly secured by the Nicholls DOT;
  - (d) That through assignments where there was no valid Beneficiary, the Nicholls DOT has become bifurcated<sup>58</sup> from Nicholls Note (if the latter exists), rendering it void;
- (4) That **LSI Title Agency, Inc.** and/or any renamed but substantially identical substituted entity be enjoined from doing business in the State of Washington, under RCW 9A.08.030(5), RCW 9A.82.100(2) and(4)(c), and

<sup>58</sup> When a deed of trust is bifurcated from its note, the security becomes unenforceable, and the note must go on its way unsecured. *Bellistri v. Ocwen Loan Servicing, LLC*, 284 S.W.3d 619, 623 (Mo. App. 2009).



(RCW 19.86.080(1) and (2), for gross violations of the RCW, OIC Regulations and fraudulent misrepresentations to Plaintiff, the OIC, the State and the citizens of Washington and California, and it be recommended by this court to the Washington Attorney General that LSI be criminally prosecuted for crimes herein described.

(5) That judgment be entered against the Defendants awarding Plaintiff money damages and recompense for financial injuries and damages based on the facts and causes of action alleged herein in an amount to be proven at the time of trial;

(6) That this court award treble damages against **Homecomings** and/or the proven culpable Defendant, for injuries proximately caused by unlawful trespass and possession of the Property, in an amount to be determined at trial, pursuant to RCW 4.24.630, together with the surrender of all keys to the Property;

(7) That this court award damages resulting from Defendants' violations of Chapter 9A.82 RCW ("Little RICO") as indicated herein, in an amount to be determined at trial, including treble damages as permitted based upon damages charged thereunder, plus costs of investigation, other costs and attorneys' fees as provided by statute;

(8) That this Court award all such relief to Plaintiff as he may be entitled to under the Washington Consumer Protection Act, including treble damages as permitted, based upon injuries and damages resulting from acts and omissions charged thereunder, and attorney fees as provide by statute.

- 1 (9) That this Court award damages as against Defendants **GMAC, Homecomings,**  
2 **RFREH, RFCorp/ RFC-LLC (as one entity), First American, LSI** and  
3 **ETS** for Infliction of Emotional Distress and loss of enjoyment of life, in an  
4 amount equal to double the total of all monetary damages and injuries awarded  
5 by the Court under the above bases;
- 6 (10) That Plaintiff be recompensed for attorneys' fees and costs allowed by equity,  
7 contract, statutes and/or court rules;
- 8 (11) For a permanent injunction under RCW 7.40.010 enjoining any future  
9 foreclosure proceedings by any of the Defendants, their agents,  
10 successors, or assigns based upon the Nicholls note and Deed of Trust;
- 11 (12) For judgment under Chapter 7.28 RCW removing the cloud on Plaintiff's title  
12 of all invalid Recorded documents referencing the Nicholls DOT, all said  
13 Defendants' claims as against the Property, and quieting title in Plaintiff, and  
14 that the Defendants be forever barred from having or asserting any right,  
15 title, estate, lien, power or interest in or to the Property herein described  
16 tracing from the Nicholls Note or DOT;
- 17 (13) That this court award punitive damages against **LSI** and **ETS** under Cal. Civ.  
18 Code § 3294. See ¶ 18.5;
- 19 (14) That this Court award punitive damages as against **GMAC** and **RFREH** under  
20 Pennsylvania law. See ¶ 18.6;
- 21 (15) That this court award compensation for tax consequences for Plaintiff as  
22 shall result from injuries/damages awards from this action;
- 23 (16) That this Court award such other damages and compensation for injury as may

1 be awardable to Plaintiff by statute or common law, and for such further just  
2 and equitable relief to Plaintiff as the Court shall deem just and proper.

3 **XX. ATTORNEY FEES**

4 **20.1** The Nicholls DOT contains a provision for award of attorney fees.

5 **20.2** Plaintiff will be entitled to an award of attorney fees against Defendants as  
6 the prevailing party in this action.

7 **20.3** Plaintiff has incurred and continues to incur awardable attorneys' fees in  
8 efforts to protect his fee simple title to the Property.

9 **20.4** Plaintiff is entitled to an award of his attorney fees, costs, and expenses under  
10 the applicable statutes cited in this complaint, including but not limited to RCW  
11 9A.82.100(1)(a), RCW 19.86.090, and RCW 4.28.328(3).

12  
13  
14  
15 Dated this 5<sup>th</sup> day of June, 2012.

16 **HELMUT KAH, Attorney at Law**

17  
18  
19 **Helmut Kah, WSBA # 18541**  
20 **Attorney for Plaintiff**  
21  
22  
23

1 **VERIFICATION**

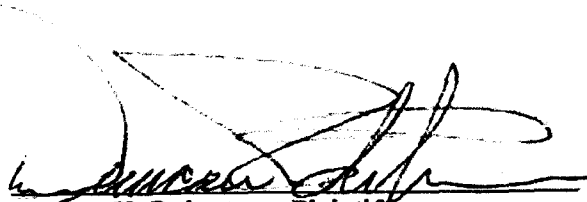
2 The undersigned declares that he is the Plaintiff in this matter.

3 I make this declaration based upon my personal knowledge.

4 I have reviewed the factual allegations set forth in this complaint and I believe the  
5 same to be true.

6 I declare under penalty of perjury of the laws of the State of Washington that the  
7 foregoing is true and correct.

8 SIGNED June 4, 2012, at Portland, Oregon.

9  
10  
11  
12   
Duncan K. Robertson, Plaintiff

Robertson v. GMAC Mortgage, LLC, et al.

**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

The property which is the subject of this Complaint is commonly known as 12002 4th Avenue Southwest, Seattle, Washington, 98146, Tax Parcel No. 072304-9322-04, described as follows:

That portion of the Northwest quarter of the Northeast quarter of the Southeast quarter of Section 7, Township 23 North, Range 4 East of the Willamette Meridian, records of King County, Washington, described as follows:

Beginning at a point on the East line of 4th Avenue Southwest which is 384.61 feet North of the North line of Southwest 122nd Street;  
THENCE East parallel with the North line of Southwest 122nd Street, 260.15 feet.

THENCE South parallel with the East line of 4th Avenue Southwest 64.16 Feet;

THENCE West parallel with the North line of Southwest 122nd Street, 260.15 feet to the East line of 4th Avenue Southwest;  
THENCE North along said East line 64.16 feet to the point of beginning.

Situate in the County of King, State of Washington.

**EXHIBIT A**

**EXHIBIT A**  
**Robertson v. GMAC Mortgage, LLC et al.**  
**1 Page**

**HELMUT KAH, Attorney at Law**  
16818 140<sup>th</sup> Avenue NE  
Woodinville, WA 98072-9001  
Phone: 425-949-8357  
Fax: 425-949-4679  
Cell: (206) 234-7798  
Email: [helmut.kah@att.net](mailto:helmut.kah@att.net)  
WSBA # 18541

AFTER RECORDING MAIL TO:  
Duncan K. Robertson  
3520 S.E. Harold Court  
Portland, OR 97292-4344



20081007001048

FIDELITY NATION TO  
PROCESS OF 993  
10/07/2008 14:30  
KING COUNTY, WA

45.00

E2366507

10/07/2008 14:40  
KING COUNTY, WA

TR  
SALE

\$10.00  
\$0.00

PROCESS OF 001

### TRUSTEE'S DEED

THE GRANTOR, Ryan D. Griffin, as present Trustee under that Deed of Trust (defined below), in consideration of the premises and payment recited below, hereby grants and conveys, without representation or warranty, expressed or implied, to Duncan K. Robertson, as GRANTEE, all real property (the Property), situated in the County of King, State of Washington, described as follows:

Tax Parcel No.: 072304932204

Full Legal Description attached as 'Exhibit A' and incorporated by reference as though fully set forth herein.

Recorded at the request of  
FIDELITY NATIONAL TITLE

#### RECITALS:

Order # 0711288  
5147

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon the Grantor by that certain Deed of Trust dated January 5, 2006, recorded January 6, 2006, under Auditor's File No. 20060106002340, records of King County, Washington, from Linda C. Nicholls, as Grantor, to Fidelity National Title Company of Washington, as Trustee, to secure an obligation in favor of Duncan K. Robertson, as Beneficiary.

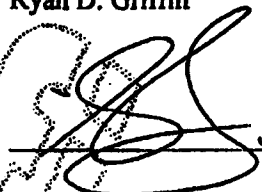
2. The Deed of Trust was executed to secure, together with other undertakings, the payment of one or more promissory note(s) ("Note") in the sum of \$82,000.00 with interest thereon, according to the terms thereof, in favor of Fidelity National Title Company of Washington, trustee for Duncan K. Robertson and to secure any other sums of money which might become due and payable under the terms of said Deed of Trust.

3. The Deed of Trust provided that the Property is not used principally for agricultural or farming purposes and the Grantor has no actual knowledge that the Property is used principally for agricultural or farming purposes.

trustee owed no duty to make disclosures to Grantee concerning the Property, Grantee relying solely upon his/her/their/its own due diligence investigation before electing to bid for the property.

<sup>3 R6</sup>  
DATED: October 3, 2008

GRANTOR  
Ryan D. Griffin



ACKNOWLEDGMENT

<sup>30</sup>  
STATE OF CALIFORNIA, COUNTY OF SACRAMENTO On October 2, 2008 before me, <sup>NOTARY PUBLIC</sup> ~~APPAIAH VAN WAGEN~~ (name and title of officer), personally appeared RYAN D. GRIFFIN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) (is/are) subscribed to the within instrument and acknowledged to me that (he/she/they) executed the same in (his/her/their) authorized capacity(ies), and that by (his/her/their) signature(s) on the instrument the person(s) (or the entity upon behalf of which the person(s) acted) executed the instrument.

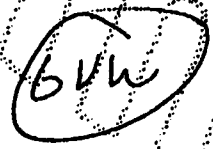
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
Notary

[seal]

SEE CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT



## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SACRAMENTO

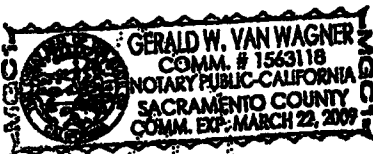
On 30 OCTOBER 2008 before me, GERALD W. VAN WAGNER, NOTARY PUBLIC

personally appeared RYAN D. BRIEFIN

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature: Gerald W. Van Wagner

### OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

#### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



4. Default having occurred in the obligations secured and/or covenants of the Deed of Trust grantor, as set forth in Notice of Trustee's Sale described below, which by the terms of the Deed of Trust make operative the power to sell, the thirty-day advance Notice of Default was transmitted to the Deed of trust grantor, or her successor in interest, and a copy of said Notice was posted or served in accordance with law.

5. Duncan K. Robertson, being then the holder or the nominee of the indebtedness secured by the Deed of Trust, delivered to said Grantor a written request directing Grantor to sell the Property in accordance with law and the terms of the Deed of Trust.

6. The defaults specified in the "Notice of Default" not having been cured, the Grantor, in compliance with the terms of the Deed of Trust, executed and on 01/09/08, recorded in the office of the Recorder of King County, Washington, a "Notice of Trustee's Sale" of the Property under File No. 20080109000688.

7. The Grantor, in the "Notice of Trustee's Sale", fixed the place of sale as "At the main entrance to the Administration Building, 500 4<sup>th</sup> Avenue, Seattle, WA" at 10:00 a.m., and in accordance with the law caused copies of the statutory "Notice of Trustee's Sale" to be transmitted by mail to all persons entitled thereto and either posted or served prior to 90 days before the sale; further, the Grantor caused a copy of said "Notice of Trustee's Sale" to be published in a legal newspaper in each county in which the property or any part thereof is situated, once between the thirty-fifth and twenty-eighth day before the date of sale, and once between the fourteenth and seventh day before the date of sale; and further, included with the Notice, which was transmitted to or served upon the Deed of Trust grantor or his successor in interest, a "Notice of Foreclosure" in substantially the statutory form, to which copies of the Note and Deed of Trust were attached.

8. During foreclosure, no action by the Beneficiary, its successors or assigns was pending on an obligation secured by the Deed of Trust

9. All legal requirements and all provisions of said Deed of Trust have been complied with, as to acts to be performed and notices to be given, as provided in chapter 61.24 RCW

10. The default specified in the "Notice of Trustee's Sale" not having been cured ten days prior to the date of Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on 09/26/08, the date of sale, which was not less than 190 days from the date of default in the obligation secured, the Grantor then and there sold the Property at public auction to said Grantee, the highest bidder therefore, for the sum of \$62,825.53.

This conveyance is made without representations or warranties of any kind, expressed or implied. By recording this Trustee's Deed, Grantee understands, acknowledges and agrees that the Property was purchased in the context of a foreclosure, that the trustee made no representations to Grantee concerning the Property and that the

Fidelity National Title Insurance Company

Commitment Number: 7-07111288

**SCHEDULE C  
PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

That portion of the Northwest quarter of the Northeast quarter of the Southeast quarter of Section 7, Township 23 North, Range 4 East of the Willamette Meridian, records of King County, Washington, described as follows:

Beginning at a point on the East line of 4th Avenue Southwest which is 384.61 feet North of the North line of Southwest 122nd Street;

THENCE East parallel with the North line of Southwest 122nd Street, 260.15 feet;

THENCE South parallel with the East line of 4th Avenue Southwest 64.16 feet;

THENCE West parallel with the North line of Southwest 122nd Street, 260.15 feet to the East line of 4th Avenue Southwest;

THENCE North along said East line 64.16 feet to the point of beginning.

Situate in the County of King, State of Washington.

**NOTE FOR INFORMATIONAL PURPOSES ONLY:**

The following may be used as an abbreviated legal description on the documents to be recorded, per amended RCW 65.04. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document.

This property is located in King county.

Recording to be delivered to:

Fidelity National Title Co., 720 Olive Way #515, Seattle, WA 98101

## EXHIBIT C

Apparent sources of defendants' claims regarding the subject real property  
(Paragraph Numbers correspond to Complaint Numbers)

### Defendant GMAC Mortgage, LLC ["GMAC"]:

4.3(a) Defendant GMAC claims or has claimed to be a holder of the Nicholls note.

### Defendant Residential Funding Real Estate Holdings, LLC ["RFREH"]:

4.4(a) Defendant RFREH's name appears as indicated in the following recorded documents:

- (1) As signing party on an Appointment of Successor Trustee dated 02/16/2010 and recorded on 02/17/2010 under no. 20100217000758 as follows:

"Dated: 2/16/2010 Residential Funding Real Estate Holdings, LLC"

This document is invalid due to a fatally insufficient acknowledgment and because RFREH holds no interest in the subject note or deed of trust.

- (2) As the assignee in an Assignment of Deed of Trust dated 07/28/2010 and recorded 08/12/2010 under no. 20100812000720 as follows:

"FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to Residential Funding Real Estate Holdings, LLC all beneficial interest under the certain Deed of Trust dated November 1, 1999, \* \* \* ."

"Dated: 07-28-10

"JPMorgan Chase Bank, N.A. successor by merger with Bank One, N.A."

"By: Thomas Strain  
"Name: Thomas Strain  
"Title: Limited Signing Officer

## EXHIBIT C

Robertson v. GMAC Mortgage, LLC et al.

Page 1 of 7

HELMUT KAH, Attorney at Law  
16818 140<sup>th</sup> Avenue NE  
Woodinville, WA 98072-9001  
Phone: 425-949-8357  
Fax: 425-949-4679  
Cell: (206) 234-7798  
Email: helmut.kah@att.net  
WSBA # 18541

1                   **4.4(b)** RFREH's name appears in the recitals on page 1 of the following recorded  
2 document:

3                   (1) Notice of Trustee's Sale dated 12/20/2010 and recorded 12/22/2010 under  
4                   no. 20101222001196.

5                   **Defendant Residential Funding**  
6                   **Company, LLC ["RFC-LLC"]:**

7                   **4.5(a)** Defendant RFC-LLC's name appears as the purported Attorney-In-Fact for  
8 defendant **Bank of New York Trust Company** (see Complaint ¶4.10) in the following  
9 recorded document:

10                   (1) Appointment of Successor Trustee dated February 17, 2007,  
11                   acknowledged February 1, 2007 and recorded on 02/23/2007 under  
12                   no. 20070223001307.

13                   **Defendant Residential Funding**  
14                   **Corporation ["RFCorp"]:**

15                   **4.6(a)** Defendant RFCorp's name appears as the purported Attorney-in-Fact for  
16 defendant **Bank One National Association** on the following recorded document:

17                   (1) Appointment of Successor Trustee dated 10/24/2000 and recorded on  
18                   10/30/2000 under no. 20001030000943.

19                   **Defendant Homecomings Financial, LLC, also known**  
20                   **as Homecomings Financial Network ["Homecomings"]:**

21                   **4.7(a)** Defendant Homecomings claims or has claimed to be a servicer of the  
22 obligation represented by the Nicholls note.  
23

**EXHIBIT C**

**Robertson v. GMAC Mortgage, LLC et al.**

**Page 2 of 7**

**HELMUT KAH**, Attorney at Law  
16818 140<sup>th</sup> Avenue NE  
Woodinville, WA 98072-9001  
Phone: 425-949-8357  
Fax: 425-949-4679  
Cell: (206) 234-7798  
Email: [helmut.kah@att.net](mailto:helmut.kah@att.net)  
WSBA # 18541

1 **Defendant JP Morgan Chase Bank N.A. ["Chase"]:**

2 4.8(a) Defendant CHASE's name appears on the following recorded documents as  
3 indicated:

- 4 (1) In the signature block of an Appointment of Successor Trustee dated  
5 February 17, 2007, acknowledged/notarized 02/01/2007 and recorded on  
6 02/23/2007 under no. 20070223001307 as follows:

7 "THE BANK OF NEW YORK TRUST COMPANY, N.A. AS  
8 SUCCESSOR TO JP MORGAN CHASE BANK, N.A., AS  
9 TRUSTEE, FKA THE CHASE MANHATTAN BANK AS TRUSTEE,  
BY: RESIDENTIAL FUNDING COMPANY, LLC, ITS ATTORNEY  
IN FACT."

- 10 (2) In the recitals on page 1 of a Notice of Trustee's Sale dated March 9, 2007,  
11 and recorded on 03/13/2007 under no. 20070313001435 as follows:

12 "\*\*\* the beneficial interest in which was assigned by OLD KENT  
13 MORTGAGE COMPANY D.B.A. NATIONAL PACIFIC  
14 MORTGAGE TO RFC - THE BANK OF NEW YORK TRUST  
COMPANY, N.A. AS SUCCESSOR TO JP MORGAN CHASE  
BANK, N.A. AS TRUSTEE, FKA THE CHASE MANHATTAN  
BANK AS TRUSTEE TRUSTEE. (sic) "

- 15 (3) In the signature block of an Assignment of Deed of Trust dated 07/28/2010  
16 and recorded on 08/12/2010 under no. 20100812000720. See ¶ 4.4(a)(2)  
17 above.

18 **Defendant Bank One National Association ["Bank One"]:**

19 4.9(a) Defendant Bank One's name appears on the following recorded documents as  
20 indicated:

- 21 (1) As assignee on a facially invalid document titled "Corporation Assignment  
22 of Mortgage" dated 01/20/2000 and recorded on 08/03/2000 under no.  
23 20000803000299;

**EXHIBIT C**

Robertson v. GMAC Mortgage, LLC et al.

Page 3 of 7

HELMUT KAH, Attorney at Law  
16818 140<sup>th</sup> Avenue NE  
Woodinville, WA 98072-9001  
Phone: 425-949-8357  
Fax: 425-949-4679  
Cell: (206) 234-7798  
Email: helmut.kah@att.net  
WSBA # 18541

1 (2) In the signature block of an Appointment of Successor Trustee dated  
2 10/24/2000 and recorded on 10/30/2000 under no. 20001030000943 as  
3 follows:

4 "Bank One, National Association, Trustee  
5 "By Residential Funding Corporation, it's Attorney in Fact"  
6 (sic)

7 (3) In the signature block of an Appointment of Successor Trustee dated April  
8 26, 2004, and recorded on 05/11/2004 under no. 20040511002214 as  
9 follows:

10 "Bank One, National Association, As Trustee"

11 (4) In the recitals on page 1 of a Notice of Trustee's Sale dated 05/25/04 and  
12 recorded on 05/27/2004 under no. 20040527001926 as follows:

13 "\* \* \* the beneficial interest of which was assigned to BANK  
14 ONE, NATIONAL ASSOCIATION, AS TRUSTEE, records of  
15 King County, Washington."

16 (5) In the signature block of Appointment of Successor Trustee dated  
17 12/28/2004 and recorded on 01/10/2005 under no. 20050110001517 as  
18 follows:

19 "BANK ONE NATIONAL ASSOCIATION AS TRUSTEE"

20 (6) In the recitals on page 1 of a Notice of Trustee's Sale dated February 1,  
21 2005, and recorded on 02/03/2005 under no. 20050203001608 as follows:

22 "\* \* \* the beneficial interest of which was assigned to BANK  
23 ONE, NATIONAL ASSOCIATION, AS TRUSTEE, records of  
King County, Washington."

(7) In the recitals on page 1 of a Notice of Trustee's Sale dated 01/09/2009  
and recorded on 01/12/2009 under no. 20090112001130 as follows:

"\* \* \* the beneficial interest in which was assigned by OLD  
KENT MORTGAGE COMPANY D.B.A. NATIONAL  
PACIFIC MORTGAGE to RFC-BANK ONE, NATIONAL  
ASSOCIATION, AS TRUSTEE FKA THE FIRST  
NATIONAL BANK OF CHICAGO, AS TRUSTEE."

## EXHIBIT C

Robertson v. GMAC Mortgage, LLC et al.

Page 4 of 7

HELMUT KAH, Attorney at Law  
16818 140<sup>th</sup> Avenue NE  
Woodinville, WA 98072-9001  
Phone: 425-949-8357  
Fax: 425-949-4679  
Cell: (206) 234-7798  
Email: helmut.kah@att.net  
WSBA # 18541

(8) In the signature block of an Assignment of Deed of Trust dated  
07/28/2010 and recorded on 08/12/2010 under no. 20100812000720.  
See ¶ 4.4(a)(2) above.

**Defendant Bank of New York Trust  
Company, N.A. ["BNY"]:**

**4.10(a)** Defendant BNY's name appears in the following recorded documents:

(1) In the signature block of an Appointment of Successor Trustee dated  
02/17/2007, acknowledged/notarized 02/01/2007 and recorded on  
02/23/2007 under no. 20070223001307 which is signed by RFC-LLC as  
BNY's purported Attorney-In-Fact, as follows:

"THE BANK OF NEW YORK TRUST COMPANY, N.A. AS  
SUCCESSOR TO JP MORGAN CHASE BANK, N.A., AS  
TRUSTEE, FKA THE CHASE MANHATTAN BANK AS TRUSTEE,  
BY: RESIDENTIAL FUNDING COMPANY, LLC, ITS ATTORNEY  
IN FACT."

(2) In the recitals on page 1 of a Notice of Trustee's Sale dated March 09, 2007  
and recorded on 03/13/2007 under no. 20070313001435 as follows:

"\* \* \* the beneficial interest in which was assigned by OLD KENT  
MORTGAGE COMPANY D.B.A. NATIONAL PACIFIC  
MORTGAGE to RFC - THE BANK OF NEW YORK TRUST  
COMPANY, N.A. AS SUCCESSOR TO JP MORGAN CHASE  
BANK, N.A. AS TRUSTEE, FKA THE CHASE MANHATTAN  
BANK AS TRUSTEE TRUSTEE. (sic) "

**Defendant First American Title Insurance  
Company ["First American"]:**

**4.11(a)** First American's name appears as a party to the following recorded  
documents:

(1) As successor trustee in an Appointment of Successor Trustee dated  
02/17/2007, acknowledged/notarized 02/01/2007 and recorded on  
02/23/2007 under no. 20070223001307;

**EXHIBIT C**

**Robertson v. GMAC Mortgage, LLC et al.**

**Page 5 of 7**

**HELMUT KAH, Attorney at Law**  
16818 140<sup>th</sup> Avenue NE  
Woodinville, WA 98072-9001  
Phone: 425-949-8357  
Fax: 425-949-4679  
Cell: (206) 234-7798  
Email: helmut.kah@att.net  
WSBA # 18541

1 (2) As Trustee in Notices of Trustee's Sale recorded on the following dates:

2 03/13/2007 under no. 20070313001435,  
3 01/12/2009 under no. 20090112001130, and  
4 03/23/2010 under no. 20100323000378.

5 (3) As Trustee in Notices of Discontinuance of Trustee's Sale recorded on the  
6 following dates:

7 09/05/2007 under no. 20070905000989,  
8 06/17/2010 under no. 20100617000457, and  
9 06/17/2010 under no. 20100617000458.

10 **Defendant Executive Trustee Services, LLC ["ETS"]:**

11 **4.12(a) Defendant ETS's name appears on the following recorded documents as the**  
12 **entity to which documents should be returned after recording:**

- 13 (1) Appointment of Successor Trustee dated 02/17/2007, acknowledged/  
14 notarized 02/01/2007 and recorded on 02/23/2007 under no.  
15 20070223001307;  
16 (2) Notice of Trustee's Sale dated 03/09/2007 and recorded on 03/13/2007  
17 under no. 20070313001435;  
18 (3) Notice of Discontinuance of Trustee's Sale dated 08/30/2007 and recorded  
19 on 09/05/2007 under no. 20070905000989;  
20 (4) Notice of Trustee's Sale dated 01/09/2009 and recorded on 01/12/2009  
21 under no. 20090112001130;  
22 (5) Appointment of Successor Trustee dated 02/16/2010 and recorded on  
23 02/17/2010 under no. 20100217000758;  
(6) Notice of Trustee's Sale dated 03/22/2010 and recorded on 03/23/2010  
under no. 20100323000378;  
(7) Notice of Discontinuance of Trustee's Sale dated 06/16/2010 and recorded  
on 06/17/2010 under no. 20100617000457;

**EXHIBIT C**

**Robertson v. GMAC Mortgage, LLC et al.**

**Page 6 of 7**

**HELMUT KAH, Attorney at Law**  
16818 140<sup>th</sup> Avenue NE  
Woodinville, WA 98072-9001  
Phone: 425-949-8357  
Fax: 425-949-4679  
Cell: (206) 234-7798  
Email: helmut.kah@att.net  
WSBA # 18541



- 1 (8) Notice of Discontinuance of Trustee's Sale dated 06/16/2010 and recorded  
2 on 06/17/2010 under no. 20100617000458;
- 3 (9) Notice of Discontinuance of Trustee's Sale dated 06/22/2010 and recorded  
4 on 06/24/2010 under no. 20100624000425;
- 5 (10) Notice of Trustee's Sale dated 12/20/2010 and recorded on 12/22/2010  
6 under no. 20101222001196. Cover sheet of Notice mailed to Plaintiff  
7 directs, "Send Payments to: ETS [Burbank, CA address]"
- 8 (11) Notice of Discontinuance of Trustee's Sale dated 05/26/2011 and recorded  
9 on 06/07/2011 under no. 20110607001051; and
- 10 (12) Notice of Discontinuance of Trustee's Sale dated 06/07/2010 and recorded  
11 on 06/07/2011 under no. 20110607001165.

**Defendant LSI Title Agency, Inc. ["LSI"]:**

**4.13(a) LSI's name appears as a party to the following recorded documents:**

- 12 (1) As successor trustee in an Appointment of Successor Trustee dated  
13 02/16/2010 and recorded on 02/17/2010 under no. 20100217000758.
- 14 (2) As Trustee in a Notice of Trustee's Sale dated 03/22/2010 and recorded  
15 03/23/2010 under no. 20100323000378.
- 16 (3) As Trustee in a Notice of Discontinuance of Trustee's Sale dated 06/22/2010  
17 and recorded on 06/24/2010 under no. 20100624000425.
- 18 (4) As Trustee in a Notice of Trustee's Sale dated 12/20/2010 and recorded on  
19 12/22/2010 under no. 20101222001196.
- 20 (5) As Trustee in a Notice of Discontinuance of Trustee's Sale dated 05/26/2010  
21 and recorded on 06/07/2011 under no. 20110607001051.
- 22 (6) As Trustee in a Notice of Discontinuance of Trustee's Sale dated 06/07/2011  
23 and recorded on 06/07/2011 under no. 20110607001165.

**EXHIBIT C**

**Robertson v. GMAC Mortgage, LLC et al.**

**Page 7 of 7**

**HELMUT KAH, Attorney at Law**  
16818 140<sup>th</sup> Avenue NE  
Woodinville, WA 98072-9001  
Phone: 425-949-8357  
Fax: 425-949-4679  
Cell: (206) 234-7798  
Email: [helmut.kah@att.net](mailto:helmut.kah@att.net)  
WSBA # 18541

**Exhibit 1-D**

**Claim No. 2388**

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

<b>UNITED STATES BANKRUPTCY COURT     Southern District of New York</b>		<b>PROOF OF CLAIM</b>
Name of Debtor: <b>RESIDENTIAL FUNDING COMPANY, LLC</b>		Case Number: <b>12-12020 (MG)</b>
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.		<div style="font-size: 24pt; font-weight: bold; margin-bottom: 10px;">RECEIVED</div> <div style="font-size: 18pt; font-weight: bold; margin-bottom: 10px;">NOV 05 2012</div> <div style="font-size: 12pt; font-weight: bold; margin-bottom: 10px;">KURTZMAN CARSON CONSULTANTS</div> <div style="font-size: 10pt; font-weight: bold; margin-bottom: 10px;">COURT USE ONLY</div> <div style="font-size: 8pt;"> <input type="checkbox"/> Check this box if this claim amends a previously filed claim.           Court Claim Number: _____          (If known)           Filed on: _____       </div>
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>Duncan K. Robertson</b>		
Name and address where notices should be sent: <b>Duncan K. Robertson</b> <b>3520 SE Harold Court</b> <b>Portland, OR 97202-4344</b>  Telephone number: (503) 775-9164     email: <b>uncadunc1@aol.com</b>		
Name and address where payment should be sent (if different from above):   Telephone number: _____     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.
<b>1. Amount of Claim as of Date Case Filed:</b> \$ <u>118,812.00</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.		
<b>2. Basis for Claim:</b> <u>Injuries/damages, see Exhibit POC-A: Verified Complaint</u> (See instruction #2)		
<b>3. Last four digits of any number by which creditor identifies debtor:</b> _____	<b>3a. Debtor may have scheduled account as:</b> _____ (See instruction #3a)	<b>3b. Uniform Claim Identifier (optional):</b> _____ (See instruction #3b)
<b>4. Secured Claim</b> (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		
Nature of property or right of setoff: <input 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: \$ _____
Value of Property: \$ _____		Basis for perfection: _____
Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of Secured Claim: \$ _____  Amount Unsecured: \$ _____
<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.</b>		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).
<input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 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 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>		
<b>6. Credits.</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		



121201912110500000000011

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: **Attached: Breakout and Exhibit POC-A (Verified Complaint & Exhibits A, B and C)**

**8. Signature:** (See instruction #8)

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: **Duncan K. Robertson**

Title: \_\_\_\_\_

Company: \_\_\_\_\_

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

(Signature)

(Date)

Telephone number: \_\_\_\_\_

email: \_\_\_\_\_

*Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.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 entirely unsecured. (See below for the nature and value of property documentation, and state, as of rate (and whether it is fixed or variable).

**5. Amount of Claim Entitled**

If any portion of the claim falls 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.

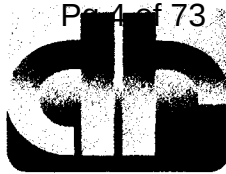
**8. Date and Signature:**

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.

**RECEIVED**

NOV 05 2012

**KURTZMAN CARSON CONSULTANTS**



Duncan Robertson  
3520 S.E. Harold Court  
Portland, OR 97202-4344  
Tel & Fax: (503)775-9164  
Uncadunc1@aol.com

Residential Capital Claims Processing Center  
c/o KCC  
2335 Alaska Avenue,  
El Segundo, California 90245

October 31, 2012

REF: *In Re RESIDENTIAL CAPITAL, LLC, et al.*  
Case No. 12-12020 (MG)  
Proofs of Claims

Dear KCC and Court:

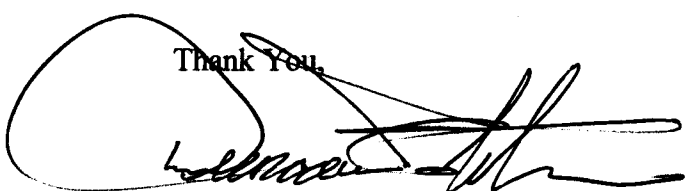
Enclosed please find the following Proofs of Claim and materials for:

- **GMAC Mortgage, LLC** and Proof of Claim Breakdown
- **Executive Trustee Services, LLC** and Proof of Claim Breakdown
- **Residential Funding Real Estate Holdings, LLC** and Proof of Claim Breakdown
- **Residential Funding Company, LLC** and Proof of Claim Breakdown
- **Homecomings Financial, LLC** and Proof of Claim Breakdown
- EXHIBIT POC-A – Verified Complaint and Exhibits A, B & C. This document is exhibit to each of the above proofs of claim.

If you would prefer to have a separate copy of EXHIBIT POC-A for each individual Proof of Claim please let me know. I am assuming that you scan it, and simply attach a copy of that scan to each file.

Attorney Helmut Kah has resigned as my attorney and I am proceeding pro se, which is why his address block has been X'd out on the first page of EXHIBIT POC-A. Please direct all notices to me at the above address and as provided on the Proofs of Claim.

Thank You,



Duncan K. Robertson  
Claimant  
3520 SE Harold Court  
Portland, OR 97202-4344  
Phone & Fax: (503)775-9164  
Uncadunc1@aol.com

**PROOF OF CLAIM BREAKDOWN**

**RESIDENTIAL FUNDING COMPANY, LLC, Debtor**

*In Re RESIDENTIAL CAPITAL, LLC, et al.*

(Jointly Administered)

**United States Bankruptcy Court**

**Southern District of New York**

**Case No. 12-12020 (MG)**

**(Chapter 11)**

**CREDITOR: Duncan K. Robertson**

The following breakdown of claim is based upon attached Verified Complaint, *Exhibit POC-A* (as updated for attorney fees) for claims to 05/14/2012.

Damages resulting from break-ins (trebled under RCW 4.24.630)	3,450
Loss of Property value	155,575
Loss of use of Property or proceeds therefrom \$207,787 (av. value) x .1 / 12 * 39 months) <sup>1</sup>	67,531
Cost of loan taken out to tender payment (Citi Visa)	780
Losses from forced sale of securities	50,608
Loss of use of funds from above securities losses (losses x .1/year) <sup>1</sup>	15,860
Losses from readiness to tender payment	67,248
Research, expenses under RCW 9A.82.100	25,499
Travel Expense	<u>500</u>
Tangible Economic Losses to 05/14/12:	\$319,803
Personal Injuries and intentional infliction of emotional distress <sup>2</sup> (estimated here at 2 x Tangible Economic Losses)	639,606
Attorney Fees to 05/13/2012	22,869
<b>Costs –</b>	
a. Litigation Guarantee – Fidelity Nat. Title	839
b. court costs (filing, service, jury fee – not included)	
c. Hotel etc. to attend trial (not included)	

<sup>1</sup> “Compensation award for the loss of use of the monetary value of the taking from the time of the taking until just compensation is paid.” (language from *Ethridge v. Hwang*, 105 Wn. App. 447 (Aug., 1997) (based upon a taking of land causing it to be unavailable for use).

<sup>2</sup> See *Kloepfel v. Bokor*, 149 Wn.2d 192, 194 (Apr. 2003); *Cagle v. Burns & Roe*, 106 Wn.2d 911, 726 P.2d 434 (Oct. 9, 1986)

d. Additional attorney fees for courtroom attorney (not included)  
e. Property taxes paid while defending property (not included)  
Treble Damages allowable under RCW 9A.82.100(4)(d)  
and RCW 19.86.090 (only one included) 25,000  
Additional compensation as court may award (not included)  
Adverse tax consequences (\$1Mil at est.18% tax rate) 180,000  
TOTAL OF CLAIM (subject to adjudication) \$1,188,117

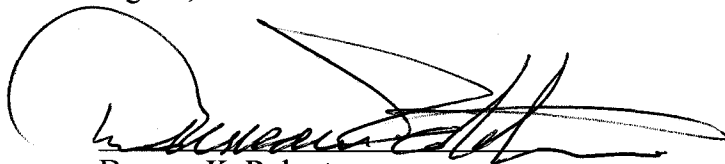
Also not included in above are property taxes paid while defending property.

Claim against RESIDENTIAL FUNDING COMPANY, LLC is 10% of the above total  
(See *Exhibit POC-A*, Page 49) **\$118,812**

A Motion for Relief From Stay is being filed in this proceeding so that these claims may be properly adjudicated in the only court qualified to do so: King County Superior Court, WA.

I certify under penalty of perjury that the above information is true and correct to the best of my knowledge, information, and reasonable belief.

Signed,



Duncan K. Robertson  
Claimant  
3520 SE Harold Court  
Portland, OR 97202-4344  
Phone & Fax: (503)775-9164  
[Uncadunc1@aol.com](mailto:Uncadunc1@aol.com)

10/31/2012  
Date

**SUPERIOR COURT OF WASHINGTON  
COUNTY OF KING**

Duncan K. Robertson,

Plaintiff,

vs.

GMAC Mortgage, LLC; Executive  
Trustee Services, LLC; Residential  
Funding Real Estate Holdings, LLC;  
Residential Funding Company, LLC;  
Residential Funding Corporation;  
Homecomings Financial, LLC; LSI Title  
Agency, Inc.; JP Morgan Chase Bank  
N.A.; Bank One National Association;  
Bank of New York Trust Company N.A.;  
First American Title Insurance Company;  
DOES 1- 100; and all other persons or  
parties unknown claiming any right, title,  
estate, lien, or interest in the real estate  
described herein,

Defendants.

**NO. 12-2-19854-3 SEA**

**VERIFIED COMPLAINT FOR:**

- (1) QUIET TITLE;
- (2) WRONGFUL FORECLOSURE;
- (3) MISREPRESENTATION;
- (4) TRESPASS;
- (5) FRAUD & DECEPTION;
- (6) INFLICTION OF EMOTIONAL  
DISTRESS;
- (7) VIOLATION OF DUTY OF GOOD  
FAITH AND FAIR DEALING;
- (8) AGENCY LIABILITY (CONSPIRACY);
- (9) VIOLATION OF WASHINGTON  
"LITTLE RICO" STATUTES;
- (10) VIOLATIONS OF CONSUMER  
PROTECTION ACT.

**I. INTRODUCTION**

**1.1 Definitions of terms frequently used herein:**

(a) The **"Property"**. Residential real property and improvements commonly known  
as 12002 4th Avenue Southwest, Seattle, Washington, 98146, Tax Parcel No. 072304-9322-

**COMPLAINT FOR QUIET TITLE, INJUNCTIVE RELIEF,  
DECLARATORY RELIEF, DAMAGES, AND OTHER RELIEF**

Page 1 of 54

**EXHIBIT POC-A**

XXXXXXXXXXXXXXXXXXXX  
16818 140<sup>th</sup> Avenue NE  
Redmond, WA 98072-1900  
Phone: 425-949-8357  
Fax: 425-949-8357  
Cell: 206-254-9798  
XXXXXXXXXXXXXXXXXXXX  
WSBA # 18541



1 04. The legal description of the Property is attached as Exhibit "A" and incorporated by this  
2 reference.

3 (b) "**Nicholls Note**". An Adjustable Rate Note in the face amount of \$100,000  
4 which, upon information and belief, was executed by Linda C. Nicholls ("Nicholls") as  
5 Borrower, to "Old Kent Mortgage Company, d.b.a. National Pacific Mortgage, a Michigan  
6 Corporation" ("Old Kent") as Lender, on November 1, 1999, contemporaneously with the  
7 Nicholls DOT (below). The Nicholls Note was not a "loan for purchase."

8 (c) "**Nicholls DOT**". A Deed of Trust<sup>1</sup> encumbering the Property, purportedly  
9 securing the Nicholls Note, and dated November 1, 1999, which names one Linda C. Nicholls  
10 ("Nicholls") as Grantor, Old Kent Mortgage Company d.b.a. National Pacific Mortgage as  
11 Lender/Beneficiary, and N.P. Financial Corporation as Trustee.

12 (d) All uses of the term "**Recorded**" herein indicate that the referenced document was  
13 recorded in the Official Public Records of the Recorder's Office, King County, Washington.

14 (e) The term "**Beneficiary**" (of a deed of trust) means: "the holder of the instrument or  
15 document evidencing the obligations secured by the deed of trust, excluding persons holding  
16 the same as security for a different obligation." (RCW 61.24.005(2))

17 **1.2** Upon information and belief, all actions of Defendants herein, and all  
18 assertions by Defendants, or any of them, of an interest in the Property, are related to the  
19 Nicholls Note and/or Nicholls DOT.

20 **1.3** Plaintiff Duncan K. Robertson ("**Robertson**") brings this action for quiet title  
21 to the Property described in ¶ 1.1(a) above, and for other relief as set forth below.

22 **1.4** No claim is made herein under any laws of the United States.

23 <sup>1</sup> Nicholls DOT: King County Recorder # 19991115001505.

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## II. JURISDICTION AND VENUE

2.1 All allegations above are re-alleged as though fully set forth.

2.2 The court has jurisdiction over the parties to this complaint because at all times relevant the parties were either residents of the state of Washington, were incorporated under the laws of the state of Washington, were authorized to and/or did business in the state of Washington, or were subject to Chapter 23B.18 RCW, committed or directed improper, tortious, or fraudulent acts against Plaintiff's interest in the Property, or claimed some interest (whether valid or not) in the Property which is located in the city of Seattle, King County, Washington. RCW 4.28.185; RCW 23B.18.060.

2.3 The Court has jurisdiction over the subject matter of this action.

2.4 Venue is properly placed in this Court because the subject matter of this action is the Property located in King County, Washington. RCW 4.12.010(1).

## III. PLAINTIFF

3.1 Plaintiff Duncan K. Robertson (herein "**Robertson**") is a single man residing in the city of Portland, Multnomah County, state of Oregon.

## IV. DEFENDANTS

4.1 All allegations above are re-alleged as though fully set forth.

4.2 All Defendants named herein, except **GMAC Mortgage, LLC**, ("**GMAC**") and **Homecomings Financial, LLC**, (herein "**Homecomings**"), are referenced by name as a party to or in the recitals within one or more Recorded documents. The recorded instruments which are the apparent sources of defendants' claims regarding the subject real property are

1 indexed in Exhibit "C" attached hereto and referenced therein to the paragraph numbers  
2 below (i.e. + (a), (b), etc.).

3       **4.3** Defendant **GMAC Mortgage, LLC**, ("GMAC") is a Delaware limited  
4 liability company.

5       **4.4** Defendant **Residential Funding Real Estate Holdings, LLC<sup>2</sup>**, ("RFREH") is  
6 a Delaware limited liability company and a wholly owned subsidiary of Defendant **GMAC**.

7       **4.5** Defendant **Residential Funding Company LLC** ("RFC-LLC") is a Delaware  
8 limited liability company and a wholly owned subsidiary of Defendant **GMAC**. The  
9 company engages in the business of, among other things, acquiring residential mortgage loans  
10 and selling those loans through securitization programs.

11       **4.6** Defendant **Residential Funding Corporation** ("RFCorp") was a Delaware  
12 Corporation, although also registered as a Minnesota corporation<sup>3</sup>, and is or was a wholly  
13 owned subsidiary of Defendant **GMAC**. **RFCorp** is believed to have been merged into  
14 **RFC-LLC** and to have used the logo "GMAC-RFC", as does its successor.

15       **4.7** Defendant **Homecomings Financial, LLC**, formerly known as **Homecomings**  
16 **Financial Network, Inc.**, (herein "**Homecomings**") is a Delaware limited liability company  
17 and a wholly owned subsidiary of Defendant **GMAC**.

18       **4.8** Defendant **JP Morgan Chase Bank N.A.**, ("Chase") [see footnote 2] is a  
19 national bank with a principal place of business in Columbus, Ohio. In 2004 **Chase** became  
20 the successor by merger to **Bank One National Association** (§ 4.9 below).

21       **4.9** Defendant **Bank One National Association** ("Bank One") [footnote 2] is or  
22

22 <sup>2</sup> Defendant is a Nonadmitted Organization operating in Washington under Chapter 23B.18 RCW.

23 <sup>3</sup> Minnesota Secretary of State shows two corporations with this name, one domestic, one foreign with  
a Pennsylvania address. Both are listed as inactive.

1 was a Delaware corporation or bank with its principal place of business in Chicago, IL.<sup>4</sup>

2       **4.10 Defendant Bank of New York Trust Company, N.A. ("BNY")** [see footnote  
3 2] is a nationally chartered trust company who, upon information and belief, is a wholly  
4 owned subsidiary of The Bank of New York Mellon Corporation, a Delaware corporation.

5       **4.11 Defendant First American Title Insurance Company ("First American")** is,  
6 upon information and belief, a California corporation which was once registered as a  
7 Washington domestic corporation, and licensed as a resident Title Insurance Company of  
8 Washington (see ¶ 10.2).

9       **4.12 Defendant Executive Trustee Services, LLC ("ETS")** is a Delaware limited  
10 liability company doing business in Washington through offices in California.<sup>5</sup> ETS is  
11 believed to be a wholly owned subsidiary of GMAC.

12       **4.13 Defendant LSI Title Agency, Inc. ("LSI")** is an Illinois corporation claiming  
13 to be a Resident Title Insurance Agency in the state of Washington. At all relevant times  
14 herein LSI purports to be qualified to act as a trustee under Washington Deed of Trust Act  
15 ("WDTA").

16       **4.14 Claims of Unknown Parties.** All other persons or parties unknown claiming  
17 any right, title, estate, lien, or interest in the real estate described in the complaint herein.  
18 Defendants DOES 1 – 100 are fictitious names for individuals, or entities, or affiliates or  
19 subsidiaries of one or more of the other named Defendants, whose names are unknown to  
20

21 <sup>4</sup> **Bank One** was merged into **Chase** on July 1, 2004 and at that time ceased to exist as a separate  
business entity.

22 <sup>5</sup> California Secretary of State shows that Executive Trustee Services, Inc. surrendered its California  
corporate registration status in 1997. An entity named ETS Group, LLC, registered as an LLC in  
23 California on 04/07/2009 as a resident entity; Executive Trustee Services, LLC, is a dba of ETS  
Group, LLC, registered 5/4/2009 in Los Angeles County (ETS was not licensed in the state of  
California between 1997 and 05/04/2009, see e.g. ¶ 5.24, Exhibit C ¶ 4.12(a)(1 – 4)).

1 Plaintiff at this time and who may have liability for some or all of the conduct alleged herein.  
2 Defendants DOES 1 – 100 may be individuals, corporations, partnerships, limited  
3 partnerships, limited liability companies, or any other form of legal entity. On information  
4 and belief, DOES 1 – 100 are responsible and liable in some way for the claims herein. When  
5 the names of said Defendants are ascertained, this complaint shall be amended accordingly.

6 **4.15 Defendants GMAC, RFREH, RFC-LLC, RFCorp, Homecomings, and**  
7 **ETS, are sometimes hereinafter referred to collectively as “GMAC Group”.**

8 **4.16** Upon information and belief, Plaintiff alleges the existence of agency  
9 relationships between Defendants during material times herein. The specific terms and  
10 conditions of any such agency relationships, representation, or employment relationship as  
11 between one or more of the Defendants, are unknown to Plaintiff.

## 12 **V. FACTUAL BACKGROUND**

13 **5.1** All allegations set forth above are re-alleged as though fully set forth herein.

14 **5.2** Plaintiff acquired fee simple title to the Property on October 3, 2008, pursuant  
15 to a Trustee's Deed which was Recorded on October 7, 2008.<sup>6</sup> A true copy of Plaintiff's  
16 Trustee's Deed is attached hereto as Exhibit B and is hereby incorporated.

17 **5.3** Plaintiff has paid toward King County taxes on the Property from November  
18 2009 through the present.

19 **5.4** Immediately following his purchase of the Property at the September 26, 2008  
20 trustee's sale (See 5.2 above), Plaintiff began to pursue the process of marketing and/or  
21

22 \_\_\_\_\_  
23 <sup>6</sup> Trustee's Deed issued by Ryan D. Griffin, Trustee, on October 3, 2008 and Recorded on October 7,  
2008 under # 20081007001048. Attached as Exhibit B.

1 developing of the Property, which at that time was valued at \$285,000.<sup>7</sup>

2       **5.5** Plaintiff promptly undertook to ascertain, pay, and extinguish all valid  
3 subsisting liens and encumbrances Recorded against the Property in order to clear his title and  
4 gain the ability to make beneficial use thereof.

5       **5.6** The Nicholls DOT, dated November 1, 1999, was among the Recorded  
6 purported encumbrances.

7       **5.7** Nicholls acquired her interest in the Property by way of a Personal  
8 Representative's Statutory Warranty Deed dated November 5, 1999 and Recorded on  
9 November 15, 1999 under instrument no. 19991115001504. Nicholls had no power to grant<sup>8</sup>  
10 the Nicholls DOT on November 1, 1999. RCW 64.04.010, 020.

11       **Plaintiff's futile efforts to clear the apparent Nicholls**  
12       **encumbrance through Defendant Homecomings**

13       **5.8** At various times relevant hereto, Defendant **Homecomings** has acted or  
14 claimed to act as a servicer of the Nicholls Note and DOT.

15       **5.9** On September 30, 2008 Plaintiff's counsel informed **Homecomings** by  
16 telephone that Plaintiff had purchased the Property and wished to remove the Property  
17 encumbrance represented by the Nicholls DOT, and requested the pay-off amount for the  
18 Nicholls Note that it purportedly secured.

19       **5.10** **Homecomings** refused to provide Plaintiff's counsel the requested pay-off  
20 information.

21 <sup>7</sup> Per Appraisal provided by John Bauer (Zip Realty), October, 2008.

22 <sup>8</sup> RCW 61.24.005(7). A Washington deed of trust encumbers "the person's interest in property" at the  
23 time the DOT is executed. A deed of trust conveys to trustee the power of sale, not title; "When a deed  
of trust is foreclosed, the trustee sells only such title as the grantor held at the time the deed was  
granted \* \* \*" (*Mann v. Household Finance Corp. III*, 109 Wn. App. 387, 388 (Dec. 11, 2001)).

1           **5.11** On or about October 24, 2008 Plaintiff personally communicated with  
2 **Homecomings** via telephone as follows.

- 3           (a) Plaintiff again requested the payoff amount on the Nicholls Note;  
4           (b) Plaintiff offered to bring the Nicholls loan account current  
5                 pending **Homecomings'** review and determination of the payoff  
6                 amount;  
7           (c) **Homecomings** confirmed that it is the servicer of the Nicholls  
8                 loan account;  
9           (d) **Homecomings** stated that the Nicholls loan is not assumable;  
10          (e) Plaintiff provided **Homecomings** with his name, address, and  
11                 telephone number;  
12          (f) Plaintiff affirmed that upon being informed of the payoff amount  
13                 he would complete the pay-off transaction through escrow;  
14          (g) **Homecomings** agreed to provide Plaintiff a full pay-off  
15                 statement within five days.

16           **5.12** In reliance upon **Homecomings'** promise to provide the payoff statement,  
17 Plaintiff began making arrangements to obtain a loan and took a \$26,000 draw on his Citi  
18 MasterCard at a cost of \$780 to gather the funds needed for the full payoff.

19           **5.13** Plaintiff's counsel arranged for Fidelity National Title Company of Bellevue,  
20 King County, Washington to act as escrow for the payoff transaction with **Homecomings**.

21           **5.14** **Homecomings** failed to provide the payoff statement (see ¶ 5.11(g) above), or  
22 any other information.

23           **5.15** **Homecomings** failed to further communicate with Plaintiff. (see ¶ 5.11).

**5.16** By January 2009 Plaintiff had arranged to clear all encumbrances Recorded  
against the Property except the Nicholls DOT.

1       **5.17** In January 2009 Plaintiff through counsel mailed the following to  
2 **Homecomings** by certified mail, received by **Homecomings** on January 31, 2009:

- 3           (a) verification of Plaintiff's ownership of the Property,  
4           (b) a chronological statement of events including Plaintiff's efforts to resolve  
5           the matter, and  
6           (c) an offer dated January 26, 2009 to pay \$90,000.00 in full satisfaction of the  
7           Nicholls Note and Deed of Trust, the transaction to be processed in escrow.

8       **5.18** Anticipating cooperation by **Homecomings**, Plaintiff cashed out \$28,887 in  
9 securities, taking a \$653 loss at that time,<sup>9</sup> in order to accumulate funds for the full payoff of  
10 the Nicholls DOT encumbrance.

11       **5.19** **Homecomings** failed to respond in any way to Plaintiff's written advisory and  
12 offer described in ¶ 5.17, above.

13       **5.20** As a direct and proximate result of **Homecomings'** failure and refusal to  
14 communicate and cooperate with Plaintiff's efforts to remove the Nicholls' DOT  
15 encumbrance from the Property, Plaintiff's plans to renovate, rent, develop, and/or market the  
16 Property were defeated, and Plaintiff sustained substantial monetary injury and damage in an  
17 amount to be proven at trial.

18       **First American and ETS pursue nonjudicial**  
19       **foreclosure proceedings against the Property**  
20       **without notice to Plaintiff:**

21       **5.21** Although Plaintiff's Trustee's Deed was Recorded on October 7, 2008,  
22 Defendants **First American** and **ETS** pursued a series of nonjudicial deed of trust foreclosure

23       <sup>9</sup> Losses shown here and in ¶ 5.54 are computed on tax basis only - cost of securities less proceeds of sale thereof. Subsequent losses of what securities would be worth today and loss of use of funds to be proven at trial.



1 proceedings against the Property in 2009 without notice to Plaintiff, contrary to and in  
2 violation of RCW 61.24.040(1)(b)(iii).

3 **5.22** On January 12, 2009, a *Notice of Trustee's Sale*<sup>10</sup> was Recorded scheduling a  
4 nonjudicial foreclosure sale of the Property on April 17, 2009.

5 **5.23** The January 12, 2009 *Notice of Trustee's Sale* (§ 5.22) was issued in the name  
6 of **First American Title Insurance Company** as the foreclosing Trustee and **Bank One** "as  
7 trustee" as Beneficiary of the Nicholls DOT (See Exhibit C § 4.9(a)(7)).

8 **5.24** Upon information and belief, the January 12, 2009 *Notice of Trustee's Sale*  
9 (§ 5.22) was drafted, prepared, Recorded, and processed by Defendant **ETS**.

10 **5.25** Upon information and belief, Plaintiff alleges that Defendant **GMAC** directed  
11 the activities of **First American** and **ETS** regarding the nonjudicial foreclosure process  
12 initiated by the January 12, 2009 *Notice of Trustee's Sale* (§ 5.22).

13 **5.26** The April 17, 2009 nonjudicial foreclosure sale of the Property was  
14 rescheduled to June 12, 2009.

15 **5.27** Plaintiff was unaware of the nonjudicial foreclosure proceedings and was not  
16 given notice of the change of the sale date from April 17 to June 12, 2009. (§ 5.26)

17 **5.28** On June 9, 2009 Plaintiff for the first time learned of the foreclosure  
18 proceedings when an individual interested in bidding at the June 12 sale contacted him and  
19 mentioned the pending foreclosure sale.

20 **5.29** Plaintiff was alarmed and distraught upon learning on June 9, 2009 that his  
21 Property was scheduled to be auctioned off at a nonjudicial foreclosure sale a mere three (3)  
22 days later.

23 <sup>10</sup> **First American Notice of Trustee's Sale** Recorded under No. 20090112001130

1       **5.30** Plaintiff immediately contacted his counsel, who promptly and relentlessly  
2 pursued contact with the named trustee, **First American**, in efforts to stop the unlawful June  
3 12, 2009 nonjudicial foreclosure sale of the Property.

4       **5.31** Although **First American** is identified as the trustee and its address and a  
5 "Sale Line" phone number are contained in the January 12, 2009 *Notice of Trustee's Sale*,  
6 **First American** refused any discussion of the foreclosure with Plaintiff's counsel and  
7 redirected him to contact **ETS**.

8       **5.32** Upon information and belief, Plaintiff alleges that **First American** performed  
9 no role as trustee under the Nicholls DOT, other than renting its name, and signatures (if  
10 indeed genuine) on documents, to ETS to create an appearance of legitimacy.

11       **5.33** Upon information and belief, **First American** was trustee under the Nicholls  
12 DOT in name only and all trustee functions were abdicated to and usurped by **ETS**.

13       **5.34** On June 10, 2009 Plaintiff's counsel:

- 14           (a) faxed a copy of Plaintiff's Trustee's Deed to **ETS** showing that  
15 Plaintiff is the fee simple owner of the Property, and  
16           (b) informed **ETS** that Plaintiff had not been provided notice of the  
17 non-judicial foreclosure sales scheduled for either April 17, 2009  
or June 12, 2009 (footnote 10 above).

18       **5.35** **ETS** represented to Plaintiff's counsel on June 10, 2009 that **GMAC** is the  
19 holder of the Nicholls Note.

20       **5.36** In the June 10, 2009 communications with Plaintiff's counsel (§ 5.34 above):

- 21           (a) **ETS** refused to cancel, discontinue, or postpone the June 12,  
22 2009 trustee's sale, and  
23           (b) **ETS** refused to provide Plaintiff any contact information of the

1 purported holder of the Nicholls Note, GMAC.

2 (c) These refusals were despite ETS knowledge that Plaintiff is the  
3 fee simple owner of the Property, that Plaintiff was not served  
4 with the January 12, 2009 *Notice of Trustee's Sale*, or the April  
5 17, 2009, or June 12, 2009, nonjudicial foreclosure sale dates.

6 5.37 Fortuitously but unknown to Plaintiff at the time, the June 12, 2009 trustee's  
7 sale of the Property did not go forward because Linda Nicholls had filed a personal  
8 bankruptcy petition on May 7, 2009 which automatically stayed the sale.

9 5.38 In June 2009 Plaintiff's counsel asked ETS to obtain from Homecomings and  
10 provide the pay-off amount on the Nicholls' Note as of October 2008.

11 5.39 On June 16, 2009, apparently in response to the inquiry described in ¶ 5.38  
12 above, Plaintiff's counsel received a fax sent from an unidentified fax machine titled: "To:  
13 Linda C. Nicholls" and "Statement Sent to Name: ADDL F/C ARE \$448 G/T 06/26/09." The  
14 only address included was a P.O. Box in Waterloo, IA. The fax requested payment be sent in  
15 an amount approximately \$27,500 more than Plaintiff believes was owed on the Nicholls  
16 Note as of October, 2008.

17 5.40 The *Notice of Trustee's Sale* Recorded January 12, 2009 (see ¶ 5.22, above),  
18 recites as follows that the beneficial interest in the Nicholls DOT had been:

19 "assigned by OLD KENT MORTGAGE COMPANY D.B.A.  
20 NATIONAL PACIFIC MORTGAGE to RFC-BANK ONE,  
21 NATIONAL ASSOCIATION, AS TRUSTEE FKA THE FIRST  
22 NATIONAL BANK OF CHICAGO, AS TRUSTEE."<sup>11</sup>

23 5.41 Having learned through his own research that Bank One no longer existed and

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<sup>11</sup> Bank One wholly merged into and was succeeded by defendant Chase almost five years earlier on July 1, 2004.

1 had been succeeded by **Chase**, Plaintiff himself contacted **Chase** to obtain the pay-off  
2 amount. **Chase** instructed Plaintiff to fax his inquiries and requests to **Chase's** Escalated Lien  
3 Release Department.

4       **5.42** On June 10, 2009, as instructed, Plaintiff faxed his inquiries and requests to  
5 **Chase's** Escalated Lien Release Department together with a copy of his Trustee's Deed and  
6 the Nicholls DOT.

7       **5.43** Plaintiff's fax (§ 5.42 above) asked **Chase** for the pay-off amount on the  
8 Nicholls loan together with explanation of how the payoff figure was calculated or, in the  
9 alternative, that the Property be released from the lien of the Nicholls DOT.

10       **5.44** **Chase** copied Plaintiff with emails in which Chase stated that:

11               (a) **Chase** had "acted only in a trustee capacity" with respect to the  
12 Nicholls loan, and

13               (b) that the Defendants **RFCorp** (as a servicer), **BNY**, and **GMAC**  
14 may have some unspecified involvement with the Nicholls Note  
and/or DOT.

15       **5.45** **Chase** failed to provide Plaintiff any pay-off information and did not release  
16 the Property from the lien of the Nichols DOT.

17       **5.46** **First American** and/or **ETS** rescheduled the nonjudicial foreclosure sale of  
18 the Property, this time to July 10, 2009, and did not notify Plaintiff of the new sale date or that  
19 they were going ahead in their attempts to sell the Property.

20       **5.47** On July 7, 2009 Plaintiff fortuitously learned of the rescheduled foreclosure  
21 sale date of July 10, 2009, and notified his counsel.

22       **5.48** Plaintiff's counsel immediately phoned **ETS** and demanded that the unlawful  
23 sale scheduled for July 10 be stopped. **ETS** refused to stop the sale.

1           **5.49** Plaintiff's counsel contacted Chase in the early morning of Thursday, July 9,  
2 2009 protesting the rescheduled sale of Property on July 10.

3           **5.50** Chase advised Plaintiff's counsel to contact a James Barden ("Barden"),  
4 corporate lawyer of "GMAC RESCAP," and provided Barden's telephone number.

5           **5.51** Plaintiff's counsel contacted Barden, and Barden promised to "cancel" the  
6 Friday, July 10, 2009 trustee's sale.

7           **5.52** The nonjudicial foreclosure sale did not go forward on July 10, 2009, but the  
8 *Notice of Trustee's Sale* Recorded on January 12, 2009 was not withdrawn or discontinued.  
9 Instead, it remained a matter of record and a cloud on Plaintiff's title until *Notice of*  
10 *Discontinuance* was finally Recorded on June 17, 2010, only after much time, effort, and  
11 expense had been sustained by Plaintiff.

12           **5.53** On July 20, 2009 Plaintiff's counsel submitted to GMAC's counsel Barden via  
13 email a summary of the matter to date, a protest of GMAC's conduct, and requested:

- 14           (a) Identification of the holder of the Nicholls Note and Beneficiary  
15           of the Nicholls DOT;
- 16           (b) An explanation of the Recorded Old Kent *Assignment of Deed of*  
17           *Trust*<sup>12</sup> to Bank One "as trustee" where no Beneficiary was  
18           named. (See ¶ 6.8 below)
- 19           (c) That Barden establish his authority to resolve the matter, or -
- 20           (d) The name, address and phone number of a contact person with  
21           such authority whom Plaintiff may communicate to resolve the  
22           matter; and
- 23           (d) (by implication) The proper (October, 2008) pay-off figure on

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<sup>12</sup> Assignment of Nicholls Deed of Trust, Old Kent to Bank One, King County Recorder  
#20000803000299.

1 the Nicholls note and Deed of Trust.

2 **5.54** Relying on Barden's asserted authority to resolve the matter, and in  
3 anticipation of finally obtaining the just pay-off amount together with identification of the  
4 person with authority to receive the payoff and remove the Nicholls DOT lien from the  
5 Property, Plaintiff cashed out \$63,796 of securities, taking a \$49,955 loss in the process. (see  
6 footnote 9 above) and arranged for Fidelity National Title to act as escrow.

7 **5.55** On August 10, 2009, Barden replied to Plaintiff's counsel (See ¶ 5.53) via  
8 email, and instead of providing a payoff figure for October, 2008, wrote, "The only provable  
9 date I think is the certified letter date," and suggested a payoff figure of \$114,880.83 as of  
10 January 26, 2009, including foreclosure, unspecified servicing costs and attorney fees accrued  
11 after Robertson's October 2008 attempts to tender pay off of the Nicholls loan.

12 **5.56** Barden failed and refused to provide a just pay-off amount and further failed to

- 13 (a) identify the holder of the Nicholls note;  
14 (b) identify the Beneficiary of the Nicholls DOT;  
15 (c) provide any explanation of the irregularities in the only purported  
16 *Assignment of Deed of Trust* (footnote 12);<sup>13</sup>  
17 (d) provide any assurance that he, whomever he represented, or any  
18 other identified person or entity, had the authority to accept the  
19 payoff in satisfaction of the Nicholls Note, cancel the Nicholls  
20 Note, deliver the cancelled Note, and execute and record or  
21 deliver to Plaintiff a full reconveyance of the Nicholls DOT.

22 **5.57** On October 7, 2009 Plaintiff's counsel sent a letter via certified mail return  
23 receipt requested to **First American** and to **ETS** in yet another effort to resolve the matter.

<sup>13</sup> to that time – subsequent purported assignment has appeared; see ¶5.66 below.

1 Neither **First American** nor **ETS** responded to that letter.

2 **LSI is appointed by RFREH as**  
3 **Successor Trustee under the Nicholls DOT:**

4 **5.58** On February 17, 2010 an instrument purportedly appointing Defendant **LSI** as  
5 Successor Trustee under the Nicholls DOT was Recorded.<sup>14</sup> This document, titled  
6 *Appointment of Successor Trustee*, is signed by a Tim Witten for Defendant **RFREH**. Tim  
7 Witten's representative capacity is not disclosed in said document.<sup>15</sup> (See also ¶ 11.13 -  
8 11.15(e).

9 **5.59** The February 17, 2010 appointment of **LSI** as Successor Trustee recites that  
10 **Residential Funding Real Estate Holdings, LLC**, is Beneficiary of the Nicholls DOT and  
11 directs that after recording it be mailed to **ETS** in Burbank California.

12 **First American records a Notice of Trustee's**  
13 **Sale under the Nicholls DOT on March 23, 2010**  
14 **after LSI has ostensibly been officially named as**  
15 **successor trustee under the Nicholls DOT:**

16 **5.60** On March 23, 2010 a *Notice of Trustee's Sale*<sup>16</sup> scheduling a nonjudicial  
17 foreclosure sale of the Property on June 25, 2010, was Recorded in the name of **First**  
18 **American**, although **First American** was no longer the trustee of record under the Nicholls  
19 DOT (see ¶ 5.57 above), with instructions that after recording it be mailed to **ETS** in  
20 Burbank, California.

21 **5.61** On June 16, 2010 Plaintiff's counsel commenced a series of emails to **First**  
22 **American**, demanding answers to the unlawful procedures herein described being done in

23 <sup>14</sup> Appointment of LSI as Successor Trustee: King County Recorder #20100217000758

<sup>15</sup> Instrument is void on its face, including Insufficient signature, RCW 64.04.020, CA Civil Code  
§1189(a); Insufficient acknowledgement, CA Civil Code §1190.

<sup>16</sup> 2010 Sale Attempt (*Notice of Trustee's Sale*): King County Recorder #20100323000378.

1 their name, and noting that to date they had refused to respond in any way to questions and  
2 demands. One such email of June 17, 2010 reiterated, among other things:

3 "My letter of October 2009 asks questions, which remain  
4 unanswered. Would you please have someone who has the requested  
5 information respond to my inquiries? If you can answer, please inform  
6 me whether Executive Trustee Services issued the March 2010 notices  
7 of foreclosure and trustee's sale without authority from **First  
American Title Insurance Company**. I have the same question as to  
the January 2009 notices of foreclosure and trustee's sale. Who, i.e.  
which person, firm, or entity controls and directs **Executive Trustee  
Service's** activities?"

8 **5.62** On June 17, 2010 Plaintiff's counsel received the following response to the  
9 email sent earlier that day (see ¶ 5.61, above):

10 "Good afternoon, **First American** was authorized as record  
11 trustee by **Bank One N.A.**, the then record beneficiary, to record the  
12 Notice of Trustee's Sale on January 12, 2009 (Instrument No.  
20090112001130). As you may know, the scheduled sale was  
13 subsequently postponed. On February 17, 2010 (Instrument No.  
20100217000758), an Appointment of Successor Trustee was  
14 Recorded appointing LSI Title Agency, Inc. as successor trustee. The  
15 execution and recording of said Appointment of Successor Trustee  
effectively terminated **First American's** involvement on the property.  
Any further questions should be directed to **LSI Title Agency, Inc.** as  
they appear to be the record trustee. Sincerely, Luis Yeager."<sup>17</sup>

16 **5.63** On June 17, 2010 a *Notice of Discontinuance of Trustee's Sale* was  
17 Recorded<sup>18</sup> (terminating the 04/17/2009 trustee's sale that was set by the *Notice of Trustee's*  
18 *Sale* Recorded on 01/12/2009 – See ¶¶ 5.22, 6.8(b). This document directs that after  
19 recording it be mailed to **ETS** in Burbank California.

20 **5.64** On June 17, 2010 another *Notice of Discontinuance of Trustee's Sale* was  
21

22 <sup>17</sup> At the time Mr. Yeager claims **First American** was authorized by **Bank One**, that entity had not  
23 existed for nearly five years, and was never a qualified Beneficiary of the Nicholls DOT.

<sup>18</sup> **First American** discontinuation of 2009 trustee's sale: King County Recorder #20100617000457.



1 Recorded <sup>19</sup> (terminating the 06/25/2010 trustee's sale that was set by the *Notice of Trustee's*  
2 *Sale* Recorded on 03/23/2010 – See ¶ 5.60). This instrument is signed in the name of **First**  
3 **American** as trustee although LSI was ostensibly appointed as successor trustee under the  
4 Nicholls DOT on February 17, 2010 (see ¶¶ 5.58 – 5.59, above). This document directs that  
5 after recording it be mailed to ETS in Burbank, California.

6       **5.65** On June 24, 2010 a *Notice of Discontinuance of Trustee's Sale* was Recorded<sup>20</sup>  
7 (terminating the 06/25/2010 trustee's sale that was set by the *Notice of Trustee's Sale*  
8 Recorded on 03/23/2010 which was issued by **First American**, ¶ 5.60). This instrument is  
9 signed in the name of LSI as trustee and directs that after recording it be mailed to ETS in  
10 Burbank, California.

11       **5.66** A false, fraudulent, and invalid instrument titled *Assignment of Deed of*  
12 *Trust*<sup>21</sup>, dated 7/28/2010 and Recorded 8/12/2010, apparently executed at GMAC's document  
13 facility in Fort Washington, Pennsylvania, notarized in Montgomery County, Pennsylvania,  
14 asserts that it -

15       “grants, assigns and transfers to **Residential Funding Real Estate**  
16 **Holdings, LLC** all beneficial interest under that certain Deed of Trust  
17 dated November 1, 1999, executed by Linda C. Nicholls, an Unmarried  
18 woman \* \* \* Together with the money due and to become due thereon  
19 with interest, and all rights accrued or to accrue under the instrument  
20 secured by the Deed of Trust.”

21       “Dated: 07-28-10

22       “JPMorgan Chase Bank, N.A. successor by merger with  
23       Bank One, N.A.”

24       “By: Thomas Strain

<sup>19</sup> **First American** discontinuation of 2010 trustee's sale: King County Recorder #20100617000458.

<sup>20</sup> LSI discontinuation of 2010 trustee's sale: King County Recorder #20100624000425.

<sup>21</sup> Assignment to **Residential Funding REH**: King County Recorder #20100812000720.

1 "Name: Thomas Strain

2 "Title: Limited Signing Officer

3 **5.67** The *Assignment of Deed of Trust* described in ¶ 5.66, above, purports to have  
4 been signed by an individual named "Thomas Strain" whose capacity as signer is described as  
5 "Limited Signing Officer".

6 (a) Strain is not an employee of **JP Morgan Chase Bank, N.A.** and would  
7 need to justify his claim as an officer under the corporation's bylaws. RCW 64.04.020.

8 (b) The *Assignment of Deed of Trust* described in ¶ 5.66 contains insufficient  
9 corporate acknowledgement.<sup>22</sup>

10 (c) Thomas Strain is a known employee of GMAC<sup>23</sup>, putting GMAC on both  
11 sides of the assignment.

12 (d) Thomas Strain is a nationally notorious *robo-signer*. "Thomas Strain  
13 testified during deposition that over the previous three years, he falsely  
14 acknowledged tens of thousands of mortgage assignments."<sup>24</sup>

15 **5.68** Regarding the *Assignment of Deed of Trust* described above in ¶ 5.66:

16 (a) **JP Morgan Chase Bank, N.A.**, by its own admission (¶ 5.44(a)), did not  
17 have an assignable interest in the Nicholls DOT in 2010.

18 (b) That the Assignment has no validity is also shown by the statements  
19 contained in the signature block of the *Appointment of Successor Trustee*<sup>25</sup>

21 <sup>22</sup> *PA Uniform Acknowledgement Act* §291.7(2).

22 <sup>23</sup> Thomas Strain's resume is viewable at: <http://www.linkedin.com/pub/thomas-strain/22/695/586>

23 <sup>24</sup> *Bank of New York as Trustee for the Certificate holders CWABS, Inc. et. al v. Upke et. al*, Pacer No.  
1:2009-cv-01710, at 2, U.S. District Ct. NJ (Dec. 9, 2009). See also *U.S. Bank Nat'l Assoc. v. Ibanez*,  
458 Mass. 637, 653 (Jan. 7, 2011).

<sup>25</sup> Appointment of **First American** as Successor Trustee: King County Recorder #20070223001307

1 dated 2/17/2007, acknowledged/notarized 02/01/2007, Recorded

2 2/23/2007, which recites that:

3 "THE BANK OF NEW YORK TRUST COMPANY, N.A. AS  
4 SUCCESSOR TO JP MORGAN CHASE BANK, N.A., AS  
5 TRUSTEE, FKA THE CHASE MANHATTAN BANK AS TRUSTEE ,  
6 BY: RESIDENTIAL FUNDING COMPANY, LLC, ITS ATTORNEY  
7 IN FACT.

8 Signed by: ELIZABETH YERANOSIAN, ASSISTANT VICE  
9 PRESIDENT

10 If BNY succeeded to the "as trustee" status (whatever that is) of Chase in  
11 2007, and that was all Chase had (§ 5.44(a)), then Chase had nothing  
12 assignable in 2010. "Nemo dat quod non habet."

13 (c) If Chase ever controlled any interest in either the Nicholls Note or DOT it  
14 was "as trustee", and yet the purported *Assignment* is made by Chase in its  
15 own name. (See also § 6.8 below).

16 **LSI issued a Notice of Trustee's Sale on December 20, 2010**  
17 **scheduling the Property for nonjudicial foreclosure**  
18 **sale on March 25, 2011.**

19 5.69 LSI issued a *Notice of Trustee's Sale* signed 12/20/2010, notarized  
20 12/21/2010, executed in California , Recorded 12/22/2010<sup>26</sup> scheduling the Property for  
21 nonjudicial foreclosure sale on March 25, 2011. The incongruity in the dates of signing and  
22 acknowledgment is suspicious. The description of the signer's representative capacity as  
23 "Authorized Signatory" violates the express requirements of California Civil Code §1189 and  
§1190 and is fatal to the validity of the acknowledgement and evidentiary value of the  
instrument. This document directs that it be mailed to ETS in Burbank, California, after  
recording.

<sup>26</sup> LSI *Notice of Trustee's Sale* dated 12/20/2010: King County Recorder #20101222001196.

1       **5.70** Plaintiff has sustained and continues to incur loss (exceeding \$150,000) on the  
2 value of the Property, loss on his investments, lost income, lost investment and development  
3 opportunities, lost time and expense in research, attorney fees, litigation expense, travel  
4 expenses, interest, other out-of-pocket expenses, emotional and physical distress, anxiety,  
5 mental anguish and loss of enjoyment of life, all as a direct consequence of the acts and  
6 omissions of one or more of the Defendants herein acting alone or in concert with others, in  
7 an amount to be proven at trial.

8                               **VI. FIRST CAUSE OF ACTION**  
9                               **DECLARATION THAT DEFENDANTS**  
10                              **DO NOT HAVE AND DID NOT HAVE A VALID LEGAL**  
11                              **INTEREST IN THE NICHOLLS DEED OF TRUST**

12       **6.1** All allegations set forth above are re-alleged as if fully set forth herein.

13       **6.2** An actual controversy exists between Plaintiff and Defendants as to the rights,  
14 duties, and obligations of Defendants, as to Plaintiff, with respect to their conduct of  
15 nonjudicial foreclosure proceedings against the Property and against other Washington  
16 properties under the WDTA.

17       **6.3** The strict requirements applicable to nonjudicial foreclosures of Washington  
18 deeds of trust are statutorily mandated by the Washington Deed of Trust Act, RCW 61.24 et  
19 seq. ("WDTA").

20       **6.4** Title 61 RCW (Mortgages, Deeds of Trust...) references Title 62A RCW.

21       **6.5** The right to foreclose the Nicholls DOT is dependent upon there being an  
22 enforceable promissory note which the deed of trust secures.<sup>27</sup> RCW 62A.3 et seq. governs  
23 who has the right to enforce negotiable instruments and what must be proven to establish the

---

<sup>27</sup> see *Restatement (3d) of Property* (Mortgages) § 5.4 ( "[a] mortgage may be enforced only by, or in behalf of, a person who is entitled to enforce the obligation that the mortgage secures")

1 right to enforce the Nicholls Note. "Interpretation of every provision of the UCC assumes  
2 actions undertaken in good faith. RCW 62A.1-102(3)."<sup>28</sup>

3       **6.6** Foreclosure of a deed of trust as against residential real property may only be  
4 initiated by and on behalf of a qualified Beneficiary who is the *owner* of the promissory note  
5 secured by the subject deed of trust. RCW 61.24.030(7)(a); RCW 61.24.040(2).<sup>29</sup>

6       **6.7** ETS represented in June 2009 that GMAC is the "holder" of the Nicholls  
7 Note. At that same time a nonjudicial foreclosure was being conducted against the Property in  
8 the name of "**Bank One** National Association, as Trustee" as purported Beneficiary, (see ¶  
9 5.35 above). GMAC has failed and refused to disclose the basis, if any, of its claim against  
10 the Nicholls Note and/or DOT.

11       **6.8** Involvement of **Bank One**:

12       (a) A document titled "*Corporation Assignment of Mortgage*" dated 01/20/2000 and  
13 Recorded 08/03/2000 (See footnote 12) purports to assign all "interest under that  
14 certain mortgage dated twelfth (12) of November, 1999 C E" to "**Bank One**  
15 **National Association as trustee.**" Said assignment is invalid and void on the  
16 following nonexclusive grounds:

- 17       (i) The referenced "mortgage dated the twelfth (12) of November, 1999 C E"  
18 is not found in the King County Official Public Records.  
19       (ii) RCW 61.24.005(2) excludes as DOT Beneficiary any person who holds the  
20 note secured by a deed of trust as security for a different obligation (e.g. as  
21 security for Mortgage Backed Securities or Collateralized Debt  
22 Obligations).  
23       (iii) If the phrase "as trustee" is intended to appoint **Bank One** as trustee under

<sup>28</sup> *U.S. Bank Nat'l Ass'n v. Whitney*, 119 Wn. App. 339, 345 (Dec. 9, 2003)

<sup>29</sup> See also RCW 61.24.163 (8)(b)(iii).

1 the Nicholls DOT, the assignment is invalid, RCW 61.24.020;

2 (iv) The assignment instrument fails on numerous other grounds including lack  
3 of a valid acknowledgement (no notary seal)<sup>30</sup>;

4 (b) Defendant **Bank One** "as trustee" is named as Beneficiary in the *Notice of*  
5 *Trustee's Sale* Recorded against the Property on January 12, 2009<sup>31</sup>. But **Bank**  
6 **One** could not have been the Beneficiary in 2009 because **Bank One** ceased to  
7 exist in July 2004 (see footnote 4). The 2009 *Notice of Trustee's Sale* is  
8 fraudulent.

9 (c) Upon information and belief, sometime between November 15, 1999 and August  
10 3, 2000, **Old Kent** purportedly transferred the Nicholls Note to **RFCorp**, which in  
11 turn purportedly transferred it to "**Bank One National Association as Trustee**,"  
12 actual ownership of the Note apparently going to an unnamed investment trust,  
13 where it was collateral for, and/or was subject to, a Loan Pool, a Pooling and  
14 Servicing Agreement, a Collateralized Debt Obligation, a Mortgage-Backed  
15 Security, a Mortgage Pass-Through Certificate, a Credit Default Swap, an  
16 Investment Trust, and/or a Special Purpose Vehicle.

17 (d) The subsequent succession by merger of **Bank One** into **Chase** in 2004 (see  
18 footnote 4) would be insufficient to transfer the Nicholls note to **Chase**, "as  
19 trustee" or otherwise. (See ¶ 6.10 below: re requirements for transfer).

20 **6.9 Involvement of BNY.**

21 <sup>30</sup> RCW 64.08.020 (requires the notary to have a seal, or affixation of a certificate of the clerk of a  
22 court of record, on instruments acknowledged out of state); RCW 42.44.090(1) (notary seal impression  
23 required on certificate); Michigan provides seals to notaries for out-of state documents. Documents  
executed in Michigan purporting to convey or encumber real estate must have two (2) witnesses and  
be acknowledged by a notary public. MCLA 565.8 (statute as of January 2000 at time of signing).

<sup>31</sup> Bank One *Notice of Trustee's Sale*: King County Recorder #20090112001130.

1 (a) The name of Defendant **Bank of New York (BNY)** appears in the following  
2 recorded documents and nowhere else:

3 (i) In the signature block of an *Appointment of Successor Trustee* dated  
4 02/17/2007, acknowledged/notarized 02/01/2007 and Recorded on  
5 02/23/2007 under no. 20070223001307 which is signed by **RFC-LLC** as  
6 **BNY's** purported Attorney-In-Fact, as follows:

7 "THE **BANK OF NEW YORK TRUST COMPANY, N.A. AS**  
8 **SUCCESSOR TO JP MORGAN CHASE BANK, N.A., AS**  
9 **TRUSTEE, FKA THE CHASE MANHATTAN BANK AS TRUSTEE,**  
10 **BY: RESIDENTIAL FUNDING COMPANY, LLC, ITS ATTORNEY**  
11 **IN FACT."**

12 (ii) On page 1 of a *Notice of Trustee's Sale* dated March 09, 2007 and  
13 Recorded on 03/13/2007 under no. 20070313001435 as follows:<sup>32</sup>

14 " \* \* \* the beneficial interest in which was assigned by OLD KENT  
15 MORTGAGE COMPANY D.B.A. NATIONAL PACIFIC MORTGAGE  
16 to RFC - THE **BANK OF NEW YORK TRUST COMPANY, N.A. AS**  
17 **SUCCESSOR TO JP MORGAN CHASE BANK, N.A. AS TRUSTEE,**  
18 **FKA THE CHASE MANHATTAN BANK AS TRUSTEE TRUSTEE.**  
19 (sic) "

20 (b) **BNY** is excluded from acting as Beneficiary under the Nicholls DOT. (see e.g.

21 ¶ 6.8(a)) for the following reasons:

22 (i) RCW 61.24.005(2) excludes any person who holds the note as security for  
23 a different obligation from attaining the status of Beneficiary;

(ii) If the phrase "as trustee" is intended to appoint **BNY** as trustee under the  
Nicholls DOT, the assignment is invalid, RCW 61.24.020;

(c) Upon information and belief, the use of **BNY's** name as Beneficiary of the  
Nicholls DOT in the body of *Notice of Trustee's Sale* Recorded March 13, 2007 is

<sup>32</sup> Bank of NY *Notice of Trustee's Sale*: King County Recorder #20070313001435.

1 part of an ongoing pattern of deception, misdirection, fraudulent assignments,  
2 appointments and foreclosure practices by **GMAC**.

3 **6.10 RFREH** is not and never was a “holder” of the Nicholls Note. RCW 62A.3-  
4 201, 203; Nicholls Note, Pg. 1, ¶1 (“anyone who takes this note by transfer and is entitled to  
5 receive payments under this note is called the “Note Holder.” [emphasis added]).

6 **6.11 RFREH** is not and never was Beneficiary of the Nicholls DOT (See ¶ 6.10).  
7 RCW 61.24.005(2); RCW 62A.3-301.

8 **6.12** Neither **RFREH** nor any other Defendant has or has had the authority to duly  
9 issue and record an effective reconveyance of the Nicholls DOT. RCW 61.24.020; RCW  
10 64.04.010, RCW 64.04.020 (Real Estate Statute of Frauds); RCW 61.16.010, 020; RCW  
11 61.24.110; *Nicholls DOT*, § 23, Pg. 13 (reconveyance must originate with the “Lender” and  
12 must include surrendering the instruments of debt and security).

13 **6.13** All actions described herein conducted by Defendants against the Property  
14 including attempted foreclosure proceedings were wrongful, illegal, failed to materially  
15 comply with the requisites to a trustee’s sale established by RCW 61.24.030, and were  
16 conducted by entities and persons who have no cognizable legal or equitable beneficial  
17 interest in the Property, and/or who lack authority to act as a Trustee under the WDTA,  
18 RCW Chapter 61.24. RCW 65.08.070.

19 **6.14** Plaintiff is entitled to a declaratory judgment from this Court setting forth and  
20 decreeing that under Chapters 62A.3 and 61.24 RCW, and especially RCW 61.24.005(2), and  
21 RCW 65.08.070 that

22 (a) Defendants **Bank One, Chase, BNY, and RFREH**, have never held, do not hold  
23 and cannot hold Beneficiary status under the Nicholls DOT;



1 (b) Said Defendants have never held and do not hold any legal or equitable beneficial  
2 interest in the Property;

3 (c) Absent Beneficiary status and through violations of other WDTA provisions, all  
4 nonjudicial foreclosure attempts as specified herein have been unlawful and  
5 wrongful; and

6 (d) Declaring that no Defendant or any party is entitled to hold a trustee's sale of the  
7 Property based upon the Nicholls DOT.

8  
9 **VII. SECOND CAUSE OF ACTION**  
10 **QUIET TITLE**

11 7.1 All allegations set forth above are re-alleged as if fully set forth herein.

12 7.2 Plaintiff is the fee simple owner of the Property.

13 7.3 No Defendant possesses a subsisting valid legal or equitable lien,  
14 encumbrance, claim or interest in or against the Property.

15 7.4 The Defendants have asserted and continue to wrongfully assert invalid claims  
16 directly affecting, impairing, diminishing, and limiting Plaintiff's quiet possession, use,  
17 enjoyment, and alienation of the Property which he owns in fee simple.

18 7.5 If no Defendant can evidence a valid interest in the Property, pursuant to RCW  
19 Chapter 7.28 Plaintiff asks for judgment quieting title in him and removing the cloud of all  
20 said Defendants' claims from the Property.

21 **VIII. THIRD CAUSE OF ACTION**  
22 **AGAINST DEFENDANT HOMECOMINGS**  
23 **FOR TRESPASS, AND INJURY AND DAMAGE TO THE PROPERTY**

8.1 All allegations set forth above are re-alleged as if fully set forth herein.

1       **8.2**    Upon information and belief, on or about late December 2008 Defendant  
2 **Homecomings**<sup>33</sup>, through an agent, without lawful authority entered upon, took possession  
3 and injured the dwelling structure located upon the Property, committing trespass, causing  
4 direct and indirect injury and damage as defined by RCW 4.24.630 and RCW 59.12.010.  
5 RCW 7.28.230.

6       **8.3**    Upon information and belief, on or about May 24, 2010 Defendant  
7 **Homecomings** (see footnote 33) again, through an agent, without lawful authority entered  
8 upon the Property and took possession, changing the locks and disabling Plaintiff's deadbolts,  
9 thereby excluding Plaintiff from entry into the dwelling structure located on the Property and  
10 rendering the Property vulnerable to break-in.

11       **8.4**    In the absence of working deadbolts, on or about early April, 2011, the  
12 Property structure was broken into, resulting in further damage and theft of items.

13       **8.5**    As a direct result of the Defendant **Homecomings'** actions, Plaintiff has  
14 suffered damages in an amount to be proven at trial and is entitle to allowable treble damages  
15 under RCW 4.24.630. All damages under this Complaint Section are sought as against  
16 **Homecomings** (see footnote 33).

17                               **IX. FOURTH CAUSE OF ACTION**  
18                               **AGAINST DEFENDANT HOMECOMINGS:**  
19                               **FRAUD, CONSPIRACY AND DAMAGES FOR SERVICER'S REFUSAL**  
20                               **TO COOPERATE IN PLAINTIFF'S EFFORTS**  
21                               **TO PAY OFF PRIOR ENCUMBRANCE**

22       **9.1**    All allegations set forth above are re-alleged as if fully set forth herein.

23 <sup>33</sup> If Discovery reveals that another party ordered and/or is liable for these acts, Plaintiff reserves the right to amend this Section.

1           **9.2** Plaintiff had a right<sup>34</sup> by virtue of his purchase of the Property at a non-judicial  
2 deed of trust foreclosure sale, under the UCC, common law, the Washington Constitution, and  
3 during such times as Defendants were attempting to foreclose the Property, under RCW  
4 61.24.090, to pay off the Nicholls note and Deed of Trust in a rightful amount to a lawful note  
5 holder/Beneficiary.

6           **9.3** Defendant **Homecomings** as purported servicer of the Nicholls Note and DOT  
7 is guilty of fraud, deception and self-dealing by refusing to cooperate with Plaintiff's good  
8 faith efforts beginning September 30, 2008 to assume and bring current the Nicholls loan and,  
9 when that offer was rejected, by refusing to accept Plaintiff's good faith tender<sup>35</sup> of full  
10 payment of the Nicholls Note and remove the lien of the Nicholls DOT from the Property.  
11 RCW 62A.3-603 (including discharge of debt when tender is refused).

12           **9.4** Upon information and belief Plaintiff alleges that the only purpose of  
13 **Homecomings'** refusal described in ¶ 9.3 was to continue generating servicer fees and  
14 income, and/or acquisition of the Property, for itself and related persons and entities including  
15 one or more of the other named Defendants.

16           **9.5** **Homecomings'** failure and refusal to provide the payoff information, and  
17 verification that the to-be-designated payee is the owner of the Nicholls Note and Beneficiary  
18 of the Nicholls DOT, or that Homecomings is legally authorized to act on their behalf,  
19 unreasonably interfered with Plaintiff's acquisition of clear title to the Property, constituted  
20 conspiracy in use of extortionate means in attempts to wrongfully collect money, and

21 \_\_\_\_\_  
22 <sup>34</sup> "In *MGIC Fin. Corp. v. H.A. Briggs Co.*, 24 Wn. App. 1, 6, 600 P.2d 573 (1979) \* \* \* [t]he court  
stated that the junior lienor had the right to (1) pay off the debt secured by the senior mortgage." *Fluke*

*Capital & Mgmt. v. Richmond*, 106 Wn.2d 614, 724 P.2d 356 (Sept. 4, 1986).

23 <sup>35</sup> "Tender" is a willingness to pay, accompanied by the ability and an attempt to pay." *King v. O/S*  
*Nordic Maiden*, 587 F. Supp. 46, 48 (W.D. Wash. 1984).

1 proximately obstructed Plaintiff's opportunities to market, rent, renovate and/or develop the  
2 Property in a timely manner, resulting in Plaintiff's substantial injury, loss and damage in an  
3 amount to be proven at trial. (See ¶ 18.4 below for Defendants' assigned liabilities).

4  
5 **X. FIFTH CAUSE OF ACTION**  
6 **DECEPTION, MISREPRESENTATION, FRAUD**  
7 **AGAINST DEFENDANT FIRST AMERICAN**

8 **10.1** All allegations set forth above are re-alleged as if fully set forth herein.

9 **10.2** The appointment of **First American** as successor trustee dated 02/17/2007,  
10 acknowledged/notarized 02/01/2007 and Recorded 02/23/2007, declares appointee **First**  
11 **American** is "a corporation formed under RCW 61.24, whose address is 2104 Fourth Ave.,  
12 Suite 800, Seattle, WA 98121." Upon information and belief this instrument was drafted and  
13 Recorded by ETS. The instrument is legally defective and void on its face. RCW 64.040.10,  
14 020 (including purported acknowledgement two weeks before signed); CA Civil Code  
15 §1189(a) (Insufficient acknowledgement); CA Civil Code §1190 (Signer is not identified as a  
16 "duly authorized person"). After recording, the instrument was to be mailed to ETS in  
17 Burbank, California (which did not legally exist in California at that time.).

18 **10.3** **First American** performed no function whatsoever as trustee under the  
19 Nicholls DOT, other than purportedly signing documents they obviously did not read.<sup>36</sup>  
20 Instead, **First American** entirely abdicated its role, function, and responsibilities as trustee to  
21 ETS, thereby violating its duty to Beneficiary, Borrower and Grantor, its duty to inform  
22 Plaintiff of the 2009 Sale Attempts (See ¶'s 5.21 – 5.48), and to act as fiduciary, in good faith

23  
<sup>36</sup> Examples: ¶5.62 and ¶6.8(b) above.

1 and/or impartially as to interested parties. RCW 61.24.010(4) (*fiduciary* duty and impartiality  
2 required at time of 2009 sales attempts; duty of good faith in 2010 sale attempt).

3       **10.4** By its own admission, **First American** has never been aware of who owns the  
4 debt secured by the Nicholls DOT, or by what authority it was appointed as trustee (See ¶'s  
5 5.60 - 5.62 above). RCW 61.24.030(7)(a),(b) (trustee's responsibility to obtain proof that  
6 Beneficiary is owner of Nicholls Note; and when duty of good faith has been violated:  
7 requirement of evidentiary proof).

8       **10.5** ETS, to whom **First American** abdicated, operates entirely out of California  
9 (see footnote 5) and has no physical presence or telephone in Washington. If a deed of trust  
10 trustee is to abdicate duties to an agent, the agent must be able to carry out the requirements of  
11 the trustee. (See ¶ 5.21, 10.4 above). RCW 61.24 et seq., including duty of good faith.  
12 Agency Responsibility. RCW 9A.08.030(2).

13       **10.6** All acts and omissions in the nonjudicial foreclosure proceedings against the  
14 Property by **First American** in complicity with ETS, including but not limited to the Notices  
15 of Trustee's Sale Recorded on January 12, 2009, and on March 23, 2010, were wrongful as to  
16 Plaintiff, and injured and damaged Plaintiff in an amount to be proven at trial. (See ¶ 18.4  
17 below for Defendants' assigned liabilities).

18                               **XI. SIXTH CAUSE OF ACTION**  
19                               **DECEPTION, MISREPRESENTATION, FRAUD**  
20                               **AGAINST DEFENDANT LSI TITLE AGENCY, INC.**

21       **11.1** All allegations set forth above are re-alleged as if fully set forth herein.

22       **11.2** LSI was not and is not qualified or authorized to act as a trustee under Deeds  
23 of Trust in the State of Washington under any provision of the WDTA.

24       **11.3** LSI is a "shell corporation", existing in name only, and claiming to be "a

1 wholly owned indirect subsidiary of Lenders Processing Services, Inc.”<sup>37</sup> (“LPS”).

2       **11.4** Upon information and belief, LSI is a straw-man name offered for rent by LPS  
3 for use by loan servicers and document mills in order to circumvent the WDTA’s statutory  
4 prerequisites and procedures in the nonjudicial foreclosure process and to subvert the  
5 Grantor/borrower’s ability to effectively assert their defenses.

6       **11.5** LSI, and the Defendants who have used its straw-man name, have committed  
7 so many fraudulent and unlawful acts in falsely presenting LSI as a legitimate trustee of deeds  
8 of trust, that space prohibits listing them all here. Following are some examples whereby LSI  
9 has committed fraud upon Plaintiff, other homeowners, the State of Washington<sup>38</sup>, the State  
10 of California (see below), the State of Nevada<sup>39</sup>, the State of Arizona<sup>40</sup> and fraud upon the  
11 Court.<sup>41</sup>

12       (a) LSI Title Agency, Inc. is not registered with the California Secretary of State  
13 or licensed to do business in California.

14       (b) LSI Title Agency, Inc., although selling title insurance out of California, is not  
15 licensed with the California Insurance Commission.

16 <sup>37</sup> Rule 7.1 Corporate Disclosure Statement For LSI Title Agency, Inc., dated 02/07/11, *Linda S. Green v. Greenpoint Mortgage Funding, Inc., et al*, No. 11-05105, U.S. Dist. Court, Tacoma.

17 <sup>38</sup> Fraudulent filings with OIC to obtain Title Insurance Agency status. Filings with Cnty. Recorders.

18 <sup>39</sup> Upon information and belief, all signing of documents for LSI is done by employees of Lenders  
19 Processing Services, two of which are currently under indictment in Nevada for felony robo-signing;  
20 the Nevada AG filed suit on 12/15/2011 against LPS for “pattern and practice of falsifying, forging  
and/or fraudulently executing foreclosure related documents.” *State of Nevada v. Lender Processing  
Services, Inc., et. al*, Case No. A-11-653289-B, Dept. No. XI, U.S. Dist. Court, Clark Cnty., Nevada.

21 <sup>40</sup> e.g. September 1, 2011 LSI, in submitting its Escrow Rates to the Arizona Department of Financial  
22 Institutions, listed its address as **5 Peters Canyon Rd. Ste 200, Irvine, CA 92606** [This is the address  
of LPS], where it does not legally exist.

23 <sup>41</sup> See March 11, 2009 Declaration (under penalty of perjury) of Gary Finnell, *Gildea v. LSI Title  
Agency, Inc., et al*, Case # 10-2-43592-1SEA, King Cnty. Sup. Ct., containing multiple  
misrepresentations of fact.

- 1
- 2 (c) LSI Title Agency, Inc. is not registered as a dba in Orange County, CA (they
- 3 have claimed at least two addresses in that county, including that currently
- 4 claimed, see footnote 40).
- 5 (d) LSI Title Agency, Inc. is not registered with the Washington Employment
- 6 Security Department, and hence has no legal employees. Having no legal
- 7 presence whatever in California it is reasonable to assume that LSI Title
- 8 Agency, Inc. has no California employees either, and pays no taxes there.
- 9 (e) To be licensed as a Title Insurance Agency in Washington, it is required that
- 10 an applicant "Maintains a lawfully established place of business in its home
- 11 state and holds a corresponding license issued by the state of its principal place
- 12 of business[.]" RCW 48.17.173(3)(b). In their initial application to the Office
- 13 of the Insurance Commissioner ("OIC")<sup>42</sup>, LSI represented itself as being a
- 14 licensed title insurance agent in the State of Illinois.
- 15 (i) Illinois does not license title insurance agents.
- 16 (ii) On December 5, 2008 LSI emailed the OIC to change its principal
- 17 place of business from Santa Ana, CA (where they did not legally exist
- 18 and were not licensed to sell title insurance – see above) to an address
- 19 in Illinois that is in fact the Chicago address of CT Corporation.
- 20 (f) On December 11, 2010 LSI applied to the OIC for, and was granted, "Resident
- 21 Title Insurance Agency" status in Washington. LSI has no physical presence
- 22 in this state. RCW 40.16.030 (offering false instruments for filing or record).
- 23 (g) LSI Title Agency, Inc. has also filed false documents with other states
- fraudulently proclaiming its status. (See footnote 40 above).

11.6 On February 11, 2011 Plaintiff filed a complaint<sup>43</sup> with the OIC against LSI  
Title Agency, Inc. charging both abuse of insurance licensing statutes and violations of RCW  
61.24 et seq. A copy of the complaint was forwarded to the Office of The Attorney General  
("OAG").

<sup>42</sup> All references herein to materials submitted by LSI to the OIC are contained in Certified OIC  
Records, file #3914 *robertson.BATES 1-90\_REDACTED.pdf*.

<sup>43</sup> OIC Case Number 1048121

1 11.7 On April 6, 2011 Attorney General Rob McKenna published and sent to  
2 companies acting as deed of trust trustees in Washington a letter<sup>44</sup> stating, “[N]on-judicial  
3 foreclosure sales may not occur unless the foreclosing trustee has a bona fide physical  
4 location in Washington with a phone line.”

5 11.8 LSI ignored the warning of the Attorney General (§ 11.7 above ) and despite  
6 having no Washington presence continued foreclosures through November of 2011.

7 11.9 On May 20, 2011 the OIC wrote Plaintiff in response to his complaint (see §  
8 11.6), “It appears LSI Title Agency, Inc. did violate one or more provisions of Washington’s  
9 Insurance Code. As such, this matter will be reviewed by an OIC attorney in the Legal  
10 Affairs Division for possible disciplinary action.”

11 11.10 The OIC announced in a January 5, 2012 Press Release<sup>45</sup> that LSI was fined  
12 “for failing to maintain a place of business accessible to the public in Washington.”

13 11.11 Since May 6, 2011 (30 days following the AG’s *Trustee Letter #2*), LSI has  
14 filed at least 942 documents with the King County Recorder including appointments as  
15 Successor Trustee<sup>46</sup>, many listing a California address (see footnote 40) where LSI is not a  
16 registered business nor a legal trustee under the WDTA. LSI also has filed name variations,  
17 including “LSI Title Company”<sup>47</sup> appearing in 32 instruments in King County Records; that  
18 entity is not registered to do business in Washington or with the OIC. All filings with King  
19 County in 2012 have been indexed as simply “LSI Title.”

20 \_\_\_\_\_  
21 <sup>44</sup> OAG Letter to Trustees of April 6, 2011 was dubbed “Trustee Letter 2”

22 <sup>45</sup> <http://www.insurance.wa.gov/news/2012/1-05-2012.shtml>

23 <sup>46</sup> See, e.g., King County Recorder #20120403002189

<sup>47</sup> See, e.g., King County Recorder #20111109001821



1       **11.12** None of the Notice(s) of Trustee's Sale(s) issued by LSI against the Property  
2 comply with the mandatory and material prerequisites of trustee's sales established by RCW  
3 61.24.030(6) (no presence in Washington); § (7)(a),(b) (failing duty of proof that Beneficiary  
4 is owner of note) and § (8) (failure to mail Notice of Default to Plaintiff under his status as  
5 successor to grantor<sup>48</sup>).

6       **11.13** The February 17, 2010 *Appointment of Successor Trustee* purportedly  
7 Recorded by RFREH in the King County Official Records to appoint LSI as Successor  
8 Trustee under the Nicholls DOT is legally defective. (See ¶¶ 5.58, 5.59, 11.14).

9       **11.14** RFREH's purported acquisition of the Nicholls Note and Deed of Trust on  
10 July 28, 2010 occurred five months after RFREH purportedly executed the February 16, 2010  
11 appointment of LSI as successor trustee, rendering every act and omission of LSI as trustee  
12 illegal, and wrongful in every particular. RCW 64.04.010, 020; RCW 61.24.005(2); RCW  
13 61.24.010(2).

14       **11.15** Additionally, through the following practices in complicity with Defendant  
15 ETS and one or more of the other Defendants herein, LSI created and creates the false  
16 appearance that it is authorized and qualified to act as a trustee under Deeds of Trust in the  
17 state of Washington:

- 18           (a) Fraudulently and deceptively creating the false appearance that it maintains a  
19           street address in the state of Washington, a physical presence at such street  
20           address, and telephone service at such street address;

21  
22  
23       <sup>48</sup> RCW 61.24.005(7) – definition of "Grantor" includes "successor."

- 1 (b) Setting forth sham street addresses and telephone numbers in its notices of  
2 default that are transmitted to the borrower and grantor;
- 3 (c) Setting forth sham street addresses and telephone numbers in its Notices of  
4 Trustee's Sale that are transmitted to the borrower, to the grantor, to other  
5 interested parties, and published in newspapers of general circulation in  
6 various counties in the state of Washington.
- 7 (d) The address of 1111 Main St., #200, Vancouver, WA 98660 which is stated as  
8 LSI's address in the *Appointment of Successor Trustee* Recorded 02/17/2010  
9 (See ¶ 5.58, 5.59 above), and *Notice of Trustee's Sale* Recorded 03/23/2010  
10 (See ¶ 5.60) is a sham, phantom, fraudulent, and false address at which LSI did  
11 not maintain any physical presence or telephone service.
- 12 (e) The *Appointment of Successor Trustee* Recorded 02/17/2010 (see (d) above)  
13 falsely states that LSI is "a corporation formed under RCW 61.24, whose  
14 address is...[(d) above]". No Washington corporations are formed under any  
15 provision of the WDTA (See ¶ 10.2 for ETS tie-in).
- 16 (f) The address of 13920 SE Eastgate Way, Ste. 115, Bellevue, WA 98005 which  
17 is stated as LSI's address in the *Notice of Trustee's Sale* Recorded 12/22/2010  
18 (See ¶ 5.69 above), is a sham, phantom, fraudulent, and false address at which  
19 LSI does not and did not maintain any physical presence or telephone service.
- 20 (g) Recording, or authorizing to be Recorded, the above and other false  
21 information described herein for public record. RCW 40.16.030.
- 22

23 11.16 LSI engaged and engages in the foregoing and other activities in order to

1 masquerade itself as a legitimate trustee to the injury and damage of Washington property  
2 owners in nonjudicial foreclosures of their homesteads, residences, and other types of real  
3 property. Injuries and damages to Plaintiff are in an amount to be proven at trial. (See ¶ 18.4  
4 below for Defendants' assigned liabilities. See also ¶ 18.5 punitive damages under CA Civil  
5 Code § 3294).

6  
7 **XII. SEVENTH CAUSE OF ACTION**  
8 **DECEPTION, MISREPRESENTATION, FRAUD,**  
9 **AGAINST DEFENDANT EXECUTIVE TRUSTEE SERVICES, LLC**

10 **12.1** All allegations set forth above are re-alleged as if fully set forth herein.

11 **12.2** Upon information and belief, Defendant **Executive Trustee Services, LLC,**  
12 **(ETS)** is a wholly owned subsidiary of Defendant **GMAC** and functions as a "foreclosure  
13 mill" to process foreclosures for **GMAC** companies. (See footnote 5). ETS' "services"  
14 apparently encompass wearing of all hats, including:

- 15 (a) Usurping the role of Beneficiary through unilaterally issuing foreclosure  
16 directives with no authority from a valid deed of trust Beneficiary or trustee;  
17 (b) Usurping the trustee's function of making the critical decisions that are  
18 reserved by law to the authorized and qualified trustee, including refusal to  
19 stop a foreclosure that they knew to be unlawful (See ¶ 5.34 – 5.36, 5.48  
20 above), while failing to meet the WDTA requirements to act as a trustee.  
21 RCW 61.24 et. seq., including 61.24.020 ("No person, corporation or  
22 association may be both trustee and beneficiary under the same deed of  
23 trust"), and having no Washington address or telephone.  
(c) Upon information and belief, drafting the legal instruments for the

1 processing of nonjudicial foreclosures in the state of Washington in the name  
2 of nominal though essentially phantom Beneficiaries and deed of trust  
3 trustees (e.g. see ¶¶ 10.2, 11.15(e) and 16.7);<sup>49</sup>

4 (d) Usurping the trustee's role as the decision maker or intermediary between  
5 borrower and Beneficiary in every phase of the nonjudicial foreclosure  
6 process.

7 (e) Directing in cover sheet accompanying Notice(s) of Foreclosure/Notice(s) of  
8 Trustee's Sale(s) (See e.g. ¶ 5.60) mailed to interested parties, that payments  
9 are to be sent to ETS, when no authority for such payment is evidenced.

10 **12.3** Upon information and belief, ETS created, mailed, served, filed with King  
11 County Recorder, published and is responsible for the content of all Recorded instruments  
12 bearing the names of LSI and First American described herein. All Recorded instruments so  
13 drafted contained the following directive in the upper left corner of the first page:

14 "And When Recorded Mail To:  
15 Executive Trustee Services, LLC  
16 [California address]"

17 **12.4** The above described acts and omissions of ETS are contrary to and in material  
18 and gross violation of the WDTA and demonstrate willful conspiracy in the unlawful and  
19 criminal acts herein described, all to Plaintiff's injury and damage in an amount to be proven  
20 at trial. (See ¶ 18.4 below for Defendants' assigned liabilities. See also ¶ 18.5 punitive  
21 damages under CA Civil Code Code § 3294).

22 <sup>49</sup> The practice of law includes the selection and completion of legal instruments by which legal rights  
23 and obligations are established. *Perkins v. CTX Mortgage Co.*, 137 Wn.2d 93, 97(Jan. 1999), citing  
*Washington State Bar Ass'n v. Great W. Union Fed. Sav. & Loan Ass'n*, 91 Wn.2d 48, 54-55, 586 P.2d  
870 (1978).

**XIII. EIGHTH CAUSE OF ACTION  
AS AGAINST DEFENDANT RFREH  
(IN CONSPIRACY WITH GMAC GROUP AND LSI)  
FRAUD, DECEPTION AND MISREPRESENTATION**

**13.1** All allegations set forth above are re-alleged as if fully set forth herein.

**13.2** The *Notice of Trustee's Sale* Recorded on 03/23/2010 by **RFREH** (See ¶ 5.60) recites as follows regarding the Nicholls DOT:

“...beneficial interest in which was assigned by OLD KENT MORTGAGE COMPANY DBA NATIONAL PACIFIC MORTGAGE to RESIDENTIAL FUNDING REAL ESTATE HOLDINGS, LLC.”

Old Kent ceased to exist in 2002. **RFREH** did not come into existence until 2009. Such assignment is impossible. RCW 64.04.010, 020.

**13.3** **RFREH** does not qualify as Beneficiary of the Nicholls DOT, and therefore has no authority or standing to appoint a trustee, exert control, or direct that nonjudicial foreclosure proceedings or other adverse action be taken against the Property. RCW 61.24.005(2); RCW 61.24.010(2), RCW 61.24.030.

**13.4** **RFREH**'s purported acquisition of the Nicholls Note and Deed of Trust on July 28, 2010 (See ¶ 5.66 – 5.68) occurred five months after **RFREH** executed the February 16, 2010 appointment of **LSI** as successor trustee.

**13.5** **RFREH**'s nonjudicial foreclosure proceedings (¶ 5.60, 5.69 above) were conducted in concert with the rest of **GMAC Group** and **LSI** and were, in substance, an attempt to steal the Property presently valued between \$100,000 to \$140,000<sup>50</sup> through fraud, deceit, deceptive practices, complicity in theft of property for sale to others and criminal

<sup>50</sup> Present value as estimated by John Bauer of Zip Realty. See also property tax evaluations.

1 conspiracy; and/or to exert extortionate pressure on Plaintiff to pay an inflated amount to  
2 which RFREH has no rightful claim; all to Plaintiff's injury and damage in an amount to be  
3 proven at trial. (See ¶ 18.4 below for Defendants' assigned liabilities. See also ¶ 18.6 request  
4 for punitive damages under Pennsylvania law).

5  
6 **XIV. NINTH CAUSE OF ACTION**  
7 **AS AGAINST GMAC**  
8 **FRAUD, DECEPTION AND MISREPRESENTATION**

9 **14.1** All allegations set forth above are re-alleged as if fully set forth herein.

10 **14.2** Upon information and belief, GMAC has served as either a "Master Servicer"  
or "Submaster Servicer" with regard to the Nicholls Note and DOT.

11 **14.3** On March 12, 2012 the Office of Inspector General, U.S. Department of  
12 Housing and Urban Development ("OIG") issued a scathing *Memorandum of Review* of Ally  
13 Financial Inc.'s (GMAC'S parent corporation) Fort Washington, PA facility practices relating  
14 to foreclosures. The OIG noted Ally's refusal to cooperate with the investigation or to permit  
15 interviews with employees, which after subpoena claimed Fifth Amendment rights under  
16 attorney representation. "The team leader of Ally's foreclosure department testified that he  
17 and other affiants did not sign documents in front of a notary."<sup>51</sup> Notary violations were  
18 referred to the Secretary of the Commonwealth of Pennsylvania. On April 4, 2012 Defendant  
19 GMAC and Ally Financial, Inc., entered into a Consent Judgment<sup>52</sup> with 49 state attorneys  
20 general, including Washington, for unlawful mortgage handling procedures including  
21 foreclosures, and "among other laws, the Unfair and Deceptive Acts and Practices laws of the  
22

23 <sup>51</sup> OIG *Memorandum of Review*, at 5

<sup>52</sup> *United States v. Bank of America Corp. et. al*, No. 12 0361, US Dist. Ct., DC (April 4, 2012)

1 Plaintiff States, the False Claims Act, the Financial Institutions Reform, Recovery, and  
2 Enforcement Act of 1989, the Servicemembers Civil Relief Act, and the Bankruptcy Code  
3 and Federal Rules of Bankruptcy.” GMAC has been sanctioned by courts in Florida and  
4 Maine<sup>53</sup> for falsifying foreclosure documents.

5       **14.4** Upon information and belief, Plaintiff alleges that Defendant GMAC either  
6 directly or through its wholly owned subsidiary ETS is in control of most or all material  
7 decisions and has ordered all actions by Defendants described herein regarding the Property  
8 and the Nicholls Note and Deed of Trust.

9       **14.5** Upon information and belief, Plaintiff alleges that GMAC has orchestrated the  
10 activities of the other Defendants regarding the Property in efforts to intimidate Plaintiff into  
11 submission, i.e. by requiring Plaintiff to pay them everything they demand on pain of losing  
12 the Property to an unlawful trustee’s sale or having the Property clouded indefinitely through  
13 the recordation of invalid instruments in the Official Public Records of King County.

14       **14.6** GMAC’s actions and omissions have been a proximate cause of Plaintiff’s  
15 injuries and damages indicated herein in an amount to be proven at trial. (See ¶ 18.4 below  
16 for Defendants’ assigned liabilities. See also ¶ 18.6 request for punitive damages under  
17 Pennsylvania law).

18  
19                               **XV. TENTH CAUSE OF ACTION**  
20                               **AS AGAINST ALL DEFENDANTS UNDER RCW 9A.82 et seq.**  
  **“LITTLE RICO”**

21       **15.1** All allegations set forth above are re-alleged as if fully set forth herein.

22  
23 <sup>53</sup> *TCIF REO2, LLC v. Leibowitz, as Trustee, et al.*, No. 16-2004-CA-4835, Circuit Ct. 4D, Duvall  
Cnty., FL (May 2006); *James v. U.S. Nat. Bank & GMAC*, No. 2:09-cv-84-JHR, U.S. Dist. Ct. Maine  
(Feb. 2011).

- 1           **15.2** Defendants' have engaged in a pattern and practice of willful conspiratorial,  
2 deceptive, unconscionable acts, in violation of RCW 19.82 et seq., including
- 3           (a) use of deception with the intent of misleading debtors and property owners at  
4           their most vulnerable time (the definition of "profiteering"), as well as  
5           potential buyers of foreclosed properties, Washington State regulators and the  
6           public at large, and
- 7           (b) upon which those persons justifiably relied;
- 8           (c) recording of fraudulent and false instruments affecting real property titles  
9           thereby impairing the stability of Washington land titles;
- 10          (d) circumvention of WDTA procedures to exert control over realty without valid  
11          authority and thereby accomplish theft through nonjudicial foreclosure sale of  
12          Washington resident's residential real property;
- 13          (d) adding of unjust fees and interest to amounts alleged as due which are  
14          purportedly secured by deeds of trust;
- 15          (e) employing extortionate means to extract payments from property owners  
16          including Plaintiff (See ¶ 15.4).
- 17          (f) submitting and/or attempt to submit unlawful credit bids at Trustee Sales  
18          where "creditor" in fact held no ownership in underlying debt or interest in  
19          property. i.e. theft.
- 20          (g) reselling and/or intent to resell unlawfully obtained (stolen) real property.

21           **Acts and omissions described herein which are charged under**  
22           **RCW 9A.82 et seq. Criminal Profiteering statutes (felonies in bold):**

- 23           **15.3** Conspiring to conduct Trustee's Sales of the Property without authority,



1 including no ownership of the underlying Note or legal interest in Deed of Trust: **GMAC**  
2 **GROUP, LSI, First American, Conspirators: RFC-LLC, Homecomings:** (See ¶¶ 5.7, 5.21  
3 – 5.48, 5.58 – 5.69, 6.3 – 6.13, 10.2 – 10.6, 11.2 – 11.16, 12.2 – 12.4, 13.2 – 13.5, 14.4, Exhibit  
4 C): (felonies in bold) **RCW 9A.56.030** (Theft in the first degree); **RCW 9A.82.055** (theft of  
5 property for sale to others); **RCW 10.58.040** (intent to defraud); **RCW 9A.28.020(1)**  
6 (complicity in criminal attempt); **RCW 9A.82.050** (Trafficking in stolen property in the first  
7 degree); **RCW 9A.82.080** (controlling enterprise or realty); **RCW 9A.82.080(3)(a)**  
8 (conspiracy to control realty). **RCW 9A.08.010** (culpability defined). **RCW 9A.28.040**  
9 (criminal conspiracy).

10 **15.4** Using extortionate means to extract payments to parties not entitled to receive  
11 them, including inflated amounts:

12 (a) **GMAC, Chase, RFREH, ETS, First American, LSI, Homecomings, and RFC-**  
13 **LLC (Conspirator):** See ¶¶ 5.21-5.56, 6.8(b), 6.10 – 6.13, 9.1 – 9.5, 10.6, 11.12,  
14 11.16, 11.17, 12.2(e), 12.4, 13.5, 14.4;

15 (b) **ETS, GMAC, First American:** refusal to stop unlawful trustee's sale (tool for  
16 theft and/or extortion): See ¶¶ 5.34-36, 5.46-48.

17 (c) **GMAC, RFREH, ETS, First American, LSI, Bank One, Homecomings:**

18 Leaving Recorded *Notice of Trustee's Sales* on property record when sales had  
19 been "cancelled" as a tool of extortion: See ¶¶ 5.51-5.56, 14.5-14.6. **RCW**  
20 **4.28.328** (also actionable for proximate injuries/damages).

21 **RCW 9A.56.130** (Extortion); **RCW 9A.82.040** (use of extortionate means); **RCW 10.58.040**  
22 (intent to defraud); **RCW 9A.28.020(1)** (complicity in criminal attempt).

23 **15.5** Forgery: **RFREH, GMAC:** See ¶¶ 5.66-5.68 (also 13.2). **RCW 9A.60.020**

1 (Forgery); **RCW 9A.60.040** (criminal impersonation).

2       **15.6** False, Fraudulent and forged instruments have been filed with the King County  
3 Recorder naming **RFREH, Bank One, Chase, Bank of NY, First American** and **LSI** as  
4 having interests in the Property: **ETS, LSI, First American, Chase, RFREH, RFCorp,**  
5 **RFC-LLC, GMAC** (master conspirator), **Homecomings** (conspirator): See ¶ 10.2, 13.3,  
6 11.15, Exhibit C ¶¶ 4.2a – 4.13a and additional references to Recorded documents herein  
7 described. **RCW 40.16.030** (offering false instrument for filing or record); **RCW 61.24.010,**  
8 **RCW 64.04.020** (real estate statute of frauds); **RCW 9.38.020** (false representations  
9 concerning title); **RCW 64.08.020** (Out of state certification requirements – see also statutes  
10 of states where acknowledgements were executed); **9A.60.050** (false certification); **RCW**  
11 **9A.60.010(4)** (falsely making an instrument); Deeds must be drafted by a licensed attorney  
12 (See footnote 49 and **RCW 19.16.250(5)**); **RCW 9A.08.020** (complicity).

13       **15.7** Plaintiff and a substantial percentage of the residents of Washington have  
14 suffered damages proximately caused by Defendants' acts and omissions stated herein  
15 under Little RICO charges, including

- 16           (a) Diminishment of property values both directly and indirectly;
- 17           (b) Degradation of surrounding neighborhood aesthetics, and creating nuisances.
- 18           (c) Damage to the public perception and reputation of those victimized,
- 19                 including humiliation;
- 20           (d) Damages, actual and perceived to the integrity of the WDTA system;
- 21           (e) Damage to the integrity of Washington's system of law.
- 22           (f) Plaintiff has further directly incurred costs of attempting to resolve issues
- 23                 herein, including substantial out-of-pocket expense, loss of time, attorney

1 fees, research, and prosecuting this action in defense of his property in  
2 amounts to be proven at trial.

3 (g) Plaintiff is also entitled to treble damages at the discretion of the court  
4 under RCW 9A.82.100(4)(d), and attorney fees.

5 (h) See ¶ 18.4 below for Defendants' assigned liabilities.

6 **XVI. ELEVENTH CAUSE OF ACTION**  
7 **CHARGES AGAINST ALL DEFENDANTS AS CONSPIRATORS**  
8 **UNDER RCW 19.82 et seq.**  
9 **CONSUMER PROTECTION ACT**

10 **16.1** All allegations set forth above are re-alleged as if fully set forth herein.

11 **16.2** Defendants have engaged in unfair acts and practices regarding residential real  
12 estate mortgages and marketing of properties to and from consumers, which have seriously  
13 impacted the public interest through:

14 (a) Use of names of banks who hold no interest, identified only "as trustee"s,  
15 where no legal Beneficiary is named in violation of RCW 62A.3 et seq., RCW  
16 61.24.005(2), RCW 61.24.030(7)(a), (8)(l); RCW 61.24.040(2);

17 (b) Asserting claims that the *transfer* of negotiable instruments may be  
18 accomplished through recordation of an Assignment of Deed of Trust, and  
19 acting and attempting to act on such claims through pursuing unlawful  
20 foreclosures. RCW 62A.3-201, 203;

21 (c) Use of phantom, straw-man trustees, which perform no function in the  
22 foreclosure process other than lending their name to entities such as ETS, who  
23 are a wholly owned arm of the foreclosing servicer, such as GMAC, which  
effectively nullifies the protective intermediary role of the "impartial" trustee

1 established by the WDTA;

2 (d) Publishing false information as to how such trustees may be contacted;

3 (e) Recording of bogus Assignments of deeds of trust;

4 (f) Recording bogus appointments of Successor Trustees; and

5 (g) Recording bogus Notices of Trustee's Sales (wrongful foreclosures) based  
6 upon these misrepresentations. RCW 19.86.020:

7 (h) Issuing and recording invalid deeds (when the power to grant a deed has been  
8 obtained through fraudulent means, any deed so granted is invalid), e.g. LSI  
9 (See Section XI above), seriously impacting stability of land titles.

10 **16.3** Fraudulent misrepresentation and intentional deception is charged under the  
11 Washington Consumer Protection Act, RCW 19.86 et seq. against the following Defendants  
12 which includes the following examples herein stated:

13 (a) **Homecomings:** See See ¶¶ 5.8 - 5.20, 5.38-5.39, 9.3 - 9.5;

14 (b) **ETS:** See ¶¶ 5.24, 5.32- 5.36, 5.46-5.48, 5.57-5.62, 5.69, 10.2-10.6, 11.12-  
15 11.15, 13.1-13.4, 15.3, & 15.6 (conspirator), Exhibit C ¶ 4.12(a);

16 (c) **GMAC:** See ¶¶ 5.24-5.25, 5.35-5.36, 5.50 -5.56, 5.66 -5.68, 6.7- 6.9, 14.2-  
17 14.4, Exhibit C ¶ 4.3(a);

18 (d) **First American:** See ¶¶ 5.23, 5.30 - 5.33, 5.40, 5.46, 5.59 -5.62, 6.12, 10.1-  
19 10.6, 15.3, 15.6, Exhibit C ¶ 4.11(a);

20 (e) **LSI:** See ¶¶ 5.69, 10.4 - 10.5 (same legal basis), 11.1-11.16, 15.3, 15.6,  
21 Exhibit C ¶ 4.13(a);

22 (f) **Chase:** See ¶¶ 5.66 - 5.68, 6.9 (regarding claim to be beneficiary), 6.12,  
23 Exhibit C ¶ 4.8(a);

(g) **RFREH:** See ¶¶ 5.58, 5.59, 5.60, 5.66 - 5.68, 6.9(c)-6.12, 13.1 - 13.5, 15.3,  
15.6, Exhibit C ¶ 4.4(a),(b);

1 (h) **RF Corp:** See ¶ 15.6, Exhibit C ¶ 4.6(a) (unsubstantiated claim of Attorney In  
2 Fact);

3 (i) **RFC-LLC:** See ¶ 15.6, Exhibit C ¶ 4.5(a) (unsubstantiated claim of Attorney  
4 In Fact),

5 **16.4 Fraudulent Withholding of Information which Defendant had a duty to**  
6 **disclose.**<sup>54</sup> Despite repeated requests, including those described herein, no Defendant or any  
7 representative thereof has ever provided the October 2008 pay-off amount on the Nicholls  
8 Note or produced any evidence of ownership thereof, or been willing to exhibit any valid  
9 authority for their actions.

10 (a) **Homecomings:** See ¶¶ 5.8 - 5.20, 5.21, 5.38-5.39,

11 (b) **ETS:** See ¶¶ 5.21, 5.24 - 5.27, 5.34-5.36, 5.38-5.39, 5.46, 5.57, 5.61-5.62

12 (c) **GMAC:** See ¶¶ 5.36, 5.53-5.56, 6.7

13 (d) **First American:** See ¶¶ 5.23, 5.30-5.31, 5.46, 5.57, 5.61-5.62, 10.3-10.5

14 (e) **Chase:** See ¶¶ 5.43 - 5.45

15 **16.5 Homecomings Refusal of Tender of Payoff to generate profits & servicing**  
16 **fees:** See 5.9-5.21. RCW 62A.3-603.

17 **16.6 Robo-signing:** Virtually every instrument, in which Defendants are named,  
18 Recorded as against the Property, is false, fraudulent and/or invalid. Where not already  
19 indicated herein, Plaintiff's Exhibit D "Index to Property Records", to be presented at trial,  
20 will itemize each of these defects, which include but are not limited to violations itemized in  
21 ¶ 15.6 above and elsewhere in this Complaint.

22 **16.7 All Notice's of Trustee Sale** drafted and filed against the Property have stated,  
23 "THIS IS AN ATTEMPT TO COLLECT A DEBT..." Because **All Defendants, and First**

<sup>54</sup> See RESTATEMENT (SECOND) OF TORTS § 551 (1977).

1 American and LSI in particular as phantom straw-man trustees of a deed of trust, lacked the  
2 power of sale under Washington law, their actions herein described are not excluded from the  
3 definition of "debt collection" under RCW 19.16.100(4), and are within the deceptive debt  
4 collection provisions of RCW 19.16 et seq., including, especially regarding ETS, RCW  
5 19.16.250(5) (practice of law in the drafting of instruments). See ¶ 12.2(c).

6 **16.8** Violations of debt collection statutes are per se violations of the CPA<sup>55</sup>.

7 **16.9** Plaintiff has suffered injuries and damages proximately resulting from the  
8 above enumerated acts and is entitled to compensation therefor, including

- 9 (a) Clouding and destabilization of title to Plaintiff's Property and others  
10 thereby diminishing Property's value;
- 11 (b) Loss of use of the Property including lost revenue from sale, rental and/or  
12 development.
- 13 (c) Pecuniary losses occasioned by inconvenience, including losses from forced  
14 liquidation of securities and cost of loan (See ¶ 5.12), to tender full payoff  
15 to a rightful claimant;
- 16 (d) Loss of appreciating value of securities liquidated: securities present value  
17 less sale price (or in the alternate *losses x .1/year*), in amounts to be proven  
18 at trial;
- 19 (e) Tax consequences as result of awards;
- 20 (f) Treble damages allowable under RCW 19.86.090; and
- 21 (f) Attorney fees. (See ¶ 18.4 below for Defendants' assigned liabilities).

22 **XVII. TWELFTH CAUSE OF ACTION**  
23 **INFLICTION OF EMOTIONAL DISTRESS**  
**AGAINST SPECIFIED DEFENDANTS, ALL DEFENDANTS THROUGH**  
**CONSPIRACY**

**17.1** All allegations set forth above are re-alleged as if fully set forth herein.

<sup>55</sup> *Panag v. Farmers Ins. Co. of Wash.*, 166 Wn.2d 27, (April 2, 2009).

**17.2 Intentional Infliction of Emotional Distress.** The conduct of Defendants **GMAC, Homecomings, RFREH, RFCorp/RFC-LLC (as one entity), First American, LSI** and ETS as set out above was outrageous, sounds in intentional tort, and constitutes intentional infliction of emotional distress.

**17.3 Negligent Infliction of Emotional Distress.** Alternatively, the conduct of Defendants **GMAC, Homecomings, RFREH, RFCorp/ RFC-LLC (as one entity), First American, LSI** and **ETS** as set out above was negligent insofar as said Defendants failed to take reasonable care to avoid causing Plaintiff's emotional distress and caused Plaintiff emotional distress.

**17.4 The Plaintiff's emotional distress was, and is, manifested by objective and/or physical symptoms.**

**17.5** See ¶ 19.1(9) for computation of award, and ¶18.4 for assigned liabilities of each Defendant.

## XVIII. INJURIES/DAMAGES

**18.1 All allegations set forth above are re-alleged as if fully set forth herein.**

**18.2 Plaintiff is entitled to compensation in amounts to be proven at trial.**

**18.3** At time of filing of this Complaint conservatively estimated total monetary compensation for injuries, damages, and adverse tax consequences, not including ¶ 18.5 or ¶ 18.6 below, costs or attorney fees, is \$1,166,096.00.

**18.4** Whereas Defendants as identified herein shared responsibility in measure for Plaintiff's injuries, damages, costs and fees as indicated, Plaintiff has assigned proportional liability of awards by this court, except where otherwise confined to individual Defendants, in

**COMPLAINT FOR QUIET TITLE, INJUNCTIVE RELIEF,  
DECLARATORY RELIEF, DAMAGES, AND OTHER RELIEF**  
**Page 48 of 54**

**HELMUT KAH, Attorney at Law**  
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Phone: 425-949-8357  
Fax: 425-949-4679  
Cell: (206) 234-7798  
Email: [helmut.kah@att.net](mailto:helmut.kah@att.net)  
WSBA # 18541

1 the following percentages, subject to the wisdom of the Court:

<u>PERCENTAGE OF LIABILITY</u>	<u>PRLIMINARY ESTIMATES BASED UPON ¶ 18.3</u>
• <b>GMAC</b> ..... 20%	\$233,219
• <b>First American</b> ..... 10%	\$116,610
• <b>ETS</b> ..... 15%	\$174,914
• <b>RFREH</b> ..... 10%	\$116,610
• <b>RFCorp/RFC-LLC</b> ..... 10%	\$116,610
• <b>Homecomings</b> ..... 10%	\$116,610
• <b>LSI</b> ..... 15%	\$174,914
• <b>Chase</b> ..... 10%	\$116,610
• <b>Bank One</b> ..... 0%	0
• <b>BNY</b> ..... 0%	0

11 **18.5** Because of the willful, egregious and systemic nature of actions described  
12 herein by Defendants **LSI** and **ETS**, done in California, Plaintiff requests an appropriate  
13 award of punitive damages<sup>56</sup> against each of these Defendants under California Civil Code  
14 § 3294.

15 **18.6** Because of the willful and egregious and systematic nature<sup>57</sup> of the forging of  
16 documents, and in particular Assignment of Deed of Trust, Recorded 08/12/2010 (See ¶ 5.66  
17 – 5.68), done for the benefit of **RFREH** by and under the direction of **GMAC**, at Ft.  
18 Washington, Pennsylvania, Plaintiff requests an appropriate award of punitive damages  
19 against **GMAC** and **RFREH** under Pennsylvania law.

21 <sup>56</sup> See *Singh v. Edwards Lifesciences Corp.*, 151 Wn. App. 137 (July 6, 2009) (“The conduct that  
22 serves as the basis of the punitive damage award here occurred in California and that state has an  
23 interest in deterring its corporations from engaging in such fraudulent conduct.”).

<sup>57</sup> Plaintiff will produce at trial additional forgeries from this source.



**XIX. RELIEF REQUESTED**

**WHEREFORE**, Plaintiff prays for relief against Defendants and each of them as follows:

**19.1** For declaratory relief consistent with the pleadings herein, including but not limited to declarations that -

- (1) Defendants have violated the laws of the State of Washington in their efforts to hold foreclosure sales of the Property;
- (2) Defendants are not entitled to conduct a Foreclosure sale of the Property;
- (3) The Nicholls DOT is and should be declared void, invalid, and of no further force or effect as a lien against the Property records on the basis of:
  - (a) Nicholls DOT was void ab initio (See ¶ 5.7)
  - (b) No Defendant, person, or entity, known or unknown, has any valid perfected interest in the Nicholls DOT as against Plaintiff as a purchaser for value in good faith. Chapter 62A.9A RCW, RCW 65.08.070;
  - (b) Defendants' refusal to accept Plaintiff's tender of payment to a verifiably rightful owner of the Nicholls Note;
  - (c) Defendants' failure to identify any verifiably rightful owner of the debt purportedly secured by the Nicholls DOT;
  - (d) That through assignments where there was no valid Beneficiary, the Nicholls DOT has become bifurcated<sup>58</sup> from Nicholls Note (if the latter exists), rendering it void;
- (4) That LSI Title Agency, Inc. and/or any renamed but substantially identical substituted entity be enjoined from doing business in the State of Washington, under RCW 9A.08.030(5), RCW 9A.82.100(2) and(4)(c), and

<sup>58</sup> When a deed of trust is bifurcated from its note, the security becomes unenforceable, and the note must go on its way unsecured. *Bellistri v. Ocwen Loan Servicing, LLC*, 284 S.W.3d 619, 623 (Mo. App. 2009).

(RCW 19.86.080(1) and (2), for gross violations of the RCW, OIC Regulations and fraudulent misrepresentations to Plaintiff, the OIC, the State and the citizens of Washington and California, and it be recommended by this court to the Washington Attorney General that LSI be criminally prosecuted for crimes herein described.

(5) That judgment be entered against the Defendants awarding Plaintiff money damages and recompense for financial injuries and damages based on the facts and causes of action alleged herein in an amount to be proven at the time of trial;

(6) That this court award treble damages against **Homecomings** and/or the proven culpable Defendant, for injuries proximately caused by unlawful trespass and possession of the Property, in an amount to be determined at trial, pursuant to RCW 4.24.630, together with the surrender of all keys to the Property;

(7) That this court award damages resulting from Defendants' violations of Chapter 9A.82 RCW ("Little RICO") as indicated herein, in an amount to be determined at trial, including treble damages as permitted based upon damages charged thereunder, plus costs of investigation, other costs and attorneys' fees as provided by statute;

(8) That this Court award all such relief to Plaintiff as he may be entitled to under the Washington Consumer Protection Act, including treble damages as permitted, based upon injuries and damages resulting from acts and omissions charged thereunder, and attorney fees as provide by statute.

- 1 (9) That this Court award damages as against Defendants **GMAC, Homecomings,**  
2 **RFREH, RFCorp/ RFC-LLC (as one entity), First American, LSI and**  
3 **ETS** for Infliction of Emotional Distress and loss of enjoyment of life, in an  
4 amount equal to double the total of all monetary damages and injuries awarded  
5 by the Court under the above bases;
- 6 (10) That Plaintiff be recompensed for attorneys' fees and costs allowed by equity,  
7 contract, statutes and/or court rules;
- 8 (11) For a permanent injunction under RCW 7.40.010 enjoining any future  
9 foreclosure proceedings by any of the Defendants, their agents,  
10 successors, or assigns based upon the Nicholls note and Deed of Trust;
- 11 (12) For judgment under Chapter 7.28 RCW removing the cloud on Plaintiff's title  
12 of all invalid Recorded documents referencing the Nicholls DOT, all said  
13 Defendants' claims as against the Property, and quieting title in Plaintiff, and  
14 that the Defendants be forever barred from having or asserting any right,  
15 title, estate, lien, power or interest in or to the Property herein described  
16 tracing from the Nicholls Note or DOT;
- 17 (13) That this court award punitive damages against **LSI and ETS** under Cal. Civ.  
18 Code § 3294. See ¶ 18.5;
- 19 (14) That this Court award punitive damages as against **GMAC and RFREH** under  
20 Pennsylvania law. See ¶ 18.6;
- 21 (15) That this court award compensation for tax consequences for Plaintiff as  
22 shall result from injuries/damages awards from this action;
- 23 (16) That this Court award such other damages and compensation for injury as may

1 be awardable to Plaintiff by statute or common law, and for such further just  
2 and equitable relief to Plaintiff as the Court shall deem just and proper.

3 **XX. ATTORNEY FEES**

4 **20.1** The Nicholls DOT contains a provision for award of attorney fees.

5 **20.2** Plaintiff will be entitled to an award of attorney fees against Defendants as  
6 the prevailing party in this action.

7 **20.3** Plaintiff has incurred and continues to incur awardable attorneys' fees in  
8 efforts to protect his fee simple title to the Property.

9 **20.4** Plaintiff is entitled to an award of his attorney fees, costs, and expenses under  
10 the applicable statutes cited in this complaint, including but not limited to RCW  
11 9A.82.100(1)(a), RCW 19.86.090, and RCW 4.28.328(3).

12  
13  
14  
15 Dated this 5th day of June, 2012.

16 **HELMUT KAH, Attorney at Law**

17  
18  
19 **Helmut Kah, WSBA # 18541**  
20 **Attorney for Plaintiff**  
21  
22  
23

1 **VERIFICATION**

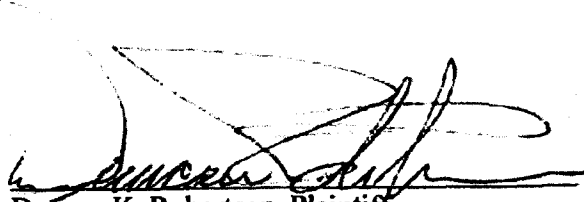
2 The undersigned declares that he is the Plaintiff in this matter.

3 I make this declaration based upon my personal knowledge.

4 I have reviewed the factual allegations set forth in this complaint and I believe the  
5 same to be true.

6 I declare under penalty of perjury of the laws of the State of Washington that the  
7 foregoing is true and correct.

8 SIGNED June 4, 2012, at Portland, Oregon.

9  
10  
11  
12   
Duncan K. Robertson, Plaintiff

Robertson v. GMAC Mortgage, LLC, et al.

**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

The property which is the subject of this Complaint is commonly known as 12002 4th Avenue Southwest, Seattle, Washington, 98146, Tax Parcel No. 072304-9322-04, described as follows:

That portion of the Northwest quarter of the Northeast quarter of the Southeast quarter of Section 7, Township 23 North, Range 4 East of the Willamette Meridian, records of King County, Washington, described as follows:

Beginning at a point on the East line of 4th Avenue Southwest which is 384.61 feet North of the North line of Southwest 122nd Street;  
THENCE East parallel with the North line of Southwest 122nd Street, 260.15 feet.

THENCE South parallel with the East line of 4th Avenue Southwest 64.16 Feet;

THENCE West parallel with the North line of Southwest 122nd Street, 260.15 feet to the East line of 4th Avenue Southwest;  
THENCE North along said East line 64.16 feet to the point of beginning.

Situate in the County of King, State of Washington.

**EXHIBIT A**

**EXHIBIT A**  
**Robertson v. GMAC Mortgage, LLC et al.**  
**1 Page**

**HELMUT KAH**, Attorney at Law  
16818 140<sup>th</sup> Avenue NE  
Woodinville, WA 98072-9001  
Phone: 425-949-8357  
Fax: 425-949-4679  
Cell: (206) 234-7798  
Email: helmut.kah@att.net  
WSBA # 18541

AFTER RECORDING MAIL TO:  
Duncan K. Robertson  
3520 S.E. Harold Court  
Portland, OR 97292-4344



20081007001048

FIDELITY NATIONAL TITLE  
PAGE 001 OF 001  
10/07/2008 14:50  
KING COUNTY, WA

E2366507

10/07/2008 14:48  
KING COUNTY, WA

TAX  
SALE

\$10.00  
\$0.00

PAGE 001 OF 001

### TRUSTEE'S DEED

THE GRANTOR, Ryan D. Griffin, as present Trustee under that Deed of Trust (defined below), in consideration of the premises and payment recited below, hereby grants and conveys, without representation or warranty, expressed or implied, to Duncan K. Robertson, as GRANTEE, all real property (the Property), situated in the County of King, State of Washington, described as follows:

Tax Parcel No.: 072304932204

Full Legal Description attached as 'Exhibit A' and incorporated by reference as though fully set forth herein.

Recorded at the request of  
FIDELITY NATIONAL TITLE

#### RECITALS:

Order# 0711288  
5147

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon the Grantee by that certain Deed of Trust dated January 5, 2006, recorded January 6, 2006, under Auditor's File No. 20060106002340, records of King County, Washington, from Linda C. Nicholls, as Grantor, to Fidelity National Title Company of Washington, as Trustee, to secure an obligation in favor of Duncan K. Robertson, as Beneficiary.

2. The Deed of Trust was executed to secure, together with other undertakings, the payment of one or more promissory note(s) ("Note") in the sum of \$82,000.00 with interest thereon, according to the terms thereof, in favor of Fidelity National Title Company of Washington, trustee for Duncan K. Robertson and to secure any other sums of money which might become due and payable under the terms of said Deed of Trust.

3. The Deed of Trust provided that the Property is not used principally for agricultural or farming purposes and the Grantor has no actual knowledge that the Property is used principally for agricultural or farming purposes.

trustee owed no duty to make disclosures to Grantee concerning the Property, Grantee relying solely upon his/her/their/its own due diligence investigation before electing to bid for the property.

<sup>3 R6</sup>  
DATED: October 2, 2008

GRANTOR  
Ryan D. Griffin

ACKNOWLEDGMENT

STATE OF CALIFORNIA, COUNTY OF SACRAMENTO On October 2, 2008 before me, <sup>3 R6</sup> ~~Leopold W. Wabnitz~~ <sup>Notary Public</sup> (name and title of officer), personally appeared RYAN D. GRIFFIN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) (is/are) subscribed to the within instrument and acknowledged to me that (he/she/they) executed the same in (his/her/their) authorized capacity(ies), and that by (his/her/their) signature(s) on the instrument the person(s) (or the entity upon behalf of which the person(s) acted) executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary

[seal]

SEE CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

6VW



## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SACRAMENTO

On 30 OCTOBER 2008 before me, GERALD W. VAN WAGNER, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared RYAN D. BRIEFIN  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and, acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gerald W. Van Wagner  
Signature of Notary Public



Place Notary Seal Above

### OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

#### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Top of thumb here

Top of thumb here

4. Default having occurred in the obligations secured and/or covenants of the Deed of Trust grantor, as set forth in Notice of Trustee's Sale described below, which by the terms of the Deed of Trust make operative the power to sell, the thirty-day advance Notice of Default was transmitted to the Deed of trust grantor, or her successor in interest, and a copy of said Notice was posted or served in accordance with law.

5. Duncan K. Robertson, being then the holder or the nominee of the indebtedness secured by the Deed of Trust, delivered to said Grantor a written request directing Grantor to sell the Property in accordance with law and the terms of the Deed of Trust.

6. The defaults specified in the "Notice of Default" not having been cured, the Grantor, in compliance with the terms of the Deed of Trust, executed and on 01/09/08, recorded in the office of the Recorder of King County, Washington, a "Notice of Trustee's Sale" of the Property under File No. 20080109000688.

7. The Grantor, in the "Notice of Trustee's Sale", fixed the place of sale as "At the main entrance to the Administration Building, 500 4<sup>th</sup> Avenue, Seattle, WA" at 10:00 a.m., and in accordance with the law caused copies of the statutory "Notice of Trustee's Sale" to be transmitted by mail to all persons entitled thereto and either posted or served prior to 90 days before the sale; further, the Grantor caused a copy of said "Notice of Trustee's Sale" to be published in a legal newspaper in each county in which the property or any part thereof is situated, once between the thirty-fifth and twenty-eighth day before the date of sale, and once between the fourteenth and seventh day before the date of sale; and further, included with the Notice, which was transmitted to or served upon the Deed of Trust grantor or his successor in interest, a "Notice of Foreclosure" in substantially the statutory form to which copies of the Note and Deed of Trust were attached.

8. During foreclosure, no action by the Beneficiary, its successors or assigns was pending on an obligation secured by the Deed of Trust

9. All legal requirements and all provisions of said Deed of Trust have been complied with, as to acts to be performed and notices to be given, as provided in chapter 61.24 RCW

10. The default specified in the "Notice of Trustee's Sale" not having been cured ten days prior to the date of Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on 09/26/08, the date of sale, which was not less than 190 days from the date of default in the obligation secured, the Grantor then and there sold the Property at public auction to said Grantee, the highest bidder therefore, for the sum of \$62,825.53.

This conveyance is made without representations or warranties of any kind, expressed or implied. By recording this Trustee's Deed, Grantee understands, acknowledges and agrees that the Property was purchased in the context of a foreclosure, that the trustee made no representations to Grantee concerning the Property and that the

**Fidelity National Title Insurance Company**

**Commitment Number: 7-07111288**

**SCHEDULE C  
PROPERTY DESCRIPTION**

**The land referred to in this Commitment is described as follows:**

**That portion of the Northwest quarter of the Northeast quarter of the Southeast quarter of Section 7, Township 23 North, Range 4 East of the Willamette Meridian, records of King County, Washington, described as follows:**

**Beginning at a point on the East line of 4th Avenue Southwest which is 384.61 feet North of the North line of Southwest 122nd Street;  
THENCE East parallel with the North line of Southwest 122nd Street, 260.15 feet;  
THENCE South parallel with the East line of 4th Avenue Southwest 64.16 feet;  
THENCE West parallel with the North line of Southwest 122nd Street, 260.15 feet to the East line of 4th Avenue Southwest;  
THENCE North along said East line 64.16 feet to the point of beginning.**

**Situate in the County of King, State of Washington.**

**NOTE FOR INFORMATIONAL PURPOSES ONLY:**

**The following may be used as an abbreviated legal description on the documents to be recorded, per amended RCW 65.04. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document.**

**This property is located in King county.**

**Recording to be delivered to:  
Fidelity National Title Co., 720 Olive Way #515, Seattle, WA 98101**

## EXHIBIT C

Apparent sources of defendants' claims regarding the subject real property  
(Paragraph Numbers correspond to Complaint Numbers)

### Defendant GMAC Mortgage, LLC ["GMAC"]:

4.3(a) Defendant GMAC claims or has claimed to be a holder of the Nicholls note.

### Defendant Residential Funding Real Estate Holdings, LLC ["RFREH"]:

4.4(a) Defendant RFREH's name appears as indicated in the following recorded documents:

- (1) As signing party on an Appointment of Successor Trustee dated 02/16/2010 and recorded on 02/17/2010 under no. 20100217000758 as follows:

"Dated: 2/16/2010 Residential Funding Real Estate Holdings, LLC"

This document is invalid due to a fatally insufficient acknowledgment and because RFREH holds no interest in the subject note or deed of trust.

- (2) As the assignee in an Assignment of Deed of Trust dated 07/28/2010 and recorded 08/12/2010 under no. 20100812000720 as follows:

"FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to Residential Funding Real Estate Holdings, LLC all beneficial interest under the certain Deed of Trust dated November 1, 1999, \* \* \* ."

"Dated: 07-28-10

"JPMorgan Chase Bank, N.A. successor by merger with Bank One, N.A."

"By: Thomas Strain

"Name: Thomas Strain

"Title: Limited Signing Officer

## EXHIBIT C

Robertson v. GMAC Mortgage, LLC et al.

Page 1 of 7

HELMUT KAH, Attorney at Law  
16818 140<sup>th</sup> Avenue NE  
Woodinville, WA 98072-9001  
Phone: 425-949-8357  
Fax: 425-949-4679  
Cell: (206) 234-7798  
Email: [helmut.kah@att.net](mailto:helmut.kah@att.net)  
WSBA # 18541

1  
2       **4.4(b) RFREH's name appears in the recitals on page 1 of the following recorded**  
3 document:

4               (1) Notice of Trustee's Sale dated 12/20/2010 and recorded 12/22/2010 under  
5 no. 20101222001196.

6       **Defendant Residential Funding**  
7       **Company, LLC ["RFC-LLC"]:**

8       **4.5(a) Defendant RFC-LLC's name appears as the purported Attorney-In-Fact for**  
9 defendant **Bank of New York Trust Company** (see Complaint ¶4.10) in the following  
10 recorded document:

11               (1) Appointment of Successor Trustee dated February 17, 2007,  
12 acknowledged February 1, 2007 and recorded on 02/23/2007 under  
13 no. 20070223001307.

14       **Defendant Residential Funding**  
15       **Corporation ["RFCorp"]:**

16       **4.6(a) Defendant RFCorp's name appears as the purported Attorney-in-Fact for**  
17 defendant **Bank One National Association** on the following recorded document:

18               (1) Appointment of Successor Trustee dated 10/24/2000 and recorded on  
19 10/30/2000 under no. 20001030000943.

20       **Defendant Homecomings Financial, LLC, also known**  
21       **as Homecomings Financial Network ["Homecomings"]:**

22       **4.7(a) Defendant Homecomings claims or has claimed to be a servicer of the**  
23 obligation represented by the Nicholls note.

1 **Defendant JP Morgan Chase Bank N.A. ["Chase"]:**

2 4.8(a) Defendant CHASE's name appears on the following recorded documents as  
3 indicated:

- 4 (1) In the signature block of an Appointment of Successor Trustee dated  
5 February 17, 2007, acknowledged/notarized 02/01/2007 and recorded on  
6 02/23/2007 under no. 20070223001307 as follows:

7 "THE BANK OF NEW YORK TRUST COMPANY, N.A. AS  
8 SUCCESSOR TO JP MORGAN CHASE BANK, N.A., AS  
9 TRUSTEE, FKA THE CHASE MANHATTAN BANK AS TRUSTEE,  
BY: RESIDENTIAL FUNDING COMPANY, LLC, ITS ATTORNEY  
IN FACT."

- 10 (2) In the recitals on page 1 of a Notice of Trustee's Sale dated March 9, 2007,  
11 and recorded on 03/13/2007 under no. 20070313001435 as follows:

12 "\* \* \* the beneficial interest in which was assigned by OLD KENT  
13 MORTGAGE COMPANY D.B.A. NATIONAL PACIFIC  
14 MORTGAGE TO RFC - THE BANK OF NEW YORK TRUST  
COMPANY, N.A. AS SUCCESSOR TO JP MORGAN CHASE  
BANK, N.A. AS TRUSTEE, FKA THE CHASE MANHATTAN  
BANK AS TRUSTEE TRUSTEE. (sic) "

- 15 (3) In the signature block of an Assignment of Deed of Trust dated 07/28/2010  
16 and recorded on 08/12/2010 under no. 20100812000720. See ¶ 4.4(a)(2)  
17 above.

18 **Defendant Bank One National Association ["Bank One"]:**

19 4.9(a) Defendant Bank One's name appears on the following recorded documents as  
20 indicated:

- 21 (1) As assignee on a facially invalid document titled "Corporation Assignment  
22 of Mortgage" dated 01/20/2000 and recorded on 08/03/2000 under no.  
23 20000803000299;

**EXHIBIT C**

Robertson v. GMAC Mortgage, LLC et al.

Page 3 of 7

HELMUT KAH, Attorney at Law  
16818 140<sup>th</sup> Avenue NE  
Woodinville, WA 98072-9001  
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Fax: 425-949-4679  
Cell: (206) 234-7798  
Email: helmut.kah@att.net  
WSBA # 18541

- 1 (2) In the signature block of an Appointment of Successor Trustee dated  
2 10/24/20000 and recorded on 10/30/2000 under no. 20001030000943 as  
3 follows:  
4 "Bank One, National Association, Trustee  
5 "By Residential Funding Corporation, it's Attorney in Fact"  
6 (sic)  
7  
8 (3) In the signature block of an Appointment of Successor Trustee dated April  
9 26, 2004, and recorded on 05/11/2004 under no. 20040511002214 as  
10 follows:  
11 "Bank One, National Association, As Trustee"  
12  
13 (4) In the recitals on page 1 of a Notice of Trustee's Sale dated 05/25/04 and  
14 recorded on 05/27/2004 under no. 20040527001926 as follows:  
15  
16 " \* \* \* the beneficial interest of which was assigned to BANK  
17 ONE, NATIONAL ASSOCIATION, AS TRUSTEE, records of  
18 King County, Washington."  
19  
20 (5) In the signature block of Appointment of Successor Trustee dated  
21 12/28/2004 and recorded on 01/10/2005 under no. 20050110001517 as  
22 follows:  
23 "BANK ONE NATIONAL ASSOCIATION AS TRUSTEE"  
24  
25 (6) In the recitals on page 1 of a Notice of Trustee's Sale dated February 1,  
26 2005, and recorded on 02/03/2005 under no. 20050203001608 as follows:  
27  
28 " \* \* \* the beneficial interest of which was assigned to BANK  
29 ONE, NATIONAL ASSOCIATION, AS TRUSTEE, records of  
30 King County, Washington."  
31  
32 (7) In the recitals on page 1 of a Notice of Trustee's Sale dated 01/09/2009  
33 and recorded on 01/12/2009 under no. 20090112001130 as follows:  
34  
35 " \* \* \* the beneficial interest in which was assigned by OLD  
36 KENT MORTGAGE COMPANY D.B.A. NATIONAL  
37 PACIFIC MORTGAGE to RFC-BANK ONE, NATIONAL  
38 ASSOCIATION, AS TRUSTEE FKA THE FIRST  
39 NATIONAL BANK OF CHICAGO, AS TRUSTEE."

**EXHIBIT C**

**Robertson v. GMAC Mortgage, LLC et al.**

**Page 4 of 7**

**HELMUT KAH**, Attorney at Law  
16818 140<sup>th</sup> Avenue NE  
Woodinville, WA 98072-9001  
Phone: 425-949-8357  
Fax: 425-949-4679  
Cell: (206) 234-7798  
Email: [helmut.kah@att.net](mailto:helmut.kah@att.net)  
WSBA # 18541

1 (8) In the signature block of an Assignment of Deed of Trust dated  
2 07/28/2010 and recorded on 08/12/2010 under no. 20100812000720.  
3 See ¶ 4.4(a)(2) above.

4 **Defendant Bank of New York Trust**  
5 **Company, N.A. ["BNY"]:**

6 4.10(a) Defendant BNY's name appears in the following recorded documents:

7 (1) In the signature block of an Appointment of Successor Trustee dated  
8 02/17/2007, acknowledged/notarized 02/01/2007 and recorded on  
9 02/23/2007 under no. 20070223001307 which is signed by RFC-LLC as  
10 BNY's purported Attorney-In-Fact, as follows:

11 "THE BANK OF NEW YORK TRUST COMPANY, N.A. AS  
12 SUCCESSOR TO JP MORGAN CHASE BANK, N.A., AS  
13 TRUSTEE, FKA THE CHASE MANHATTAN BANK AS TRUSTEE,  
14 BY: RESIDENTIAL FUNDING COMPANY, LLC, ITS ATTORNEY  
15 IN FACT."

16 (2) In the recitals on page 1 of a Notice of Trustee's Sale dated March 09, 2007  
17 and recorded on 03/13/2007 under no. 20070313001435 as follows:

18 " \* \* \* the beneficial interest in which was assigned by OLD KENT  
19 MORTGAGE COMPANY D.B.A. NATIONAL PACIFIC  
20 MORTGAGE to RFC - THE BANK OF NEW YORK TRUST  
21 COMPANY, N.A. AS SUCCESSOR TO JP MORGAN CHASE  
22 BANK, N.A. AS TRUSTEE, FKA THE CHASE MANHATTAN  
23 BANK AS TRUSTEE TRUSTEE. (sic) "

18 **Defendant First American Title Insurance**  
19 **Company ["First American"]:**

20 4.11(a) First American's name appears as a party to the following recorded  
21 documents:

22 (1) As successor trustee in an Appointment of Successor Trustee dated  
23 02/17/2007, acknowledged/notarized 02/01/2007 and recorded on  
02/23/2007 under no. 20070223001307;



1 (2) As Trustee in Notices of Trustee's Sale recorded on the following dates:

2 03/13/2007 under no. 20070313001435,  
3 01/12/2009 under no. 20090112001130, and  
4 03/23/2010 under no. 20100323000378.

5 (3) As Trustee in Notices of Discontinuance of Trustee's Sale recorded on the  
6 following dates:

7 09/05/2007 under no. 20070905000989,  
8 06/17/2010 under no. 20100617000457, and  
9 06/17/2010 under no. 20100617000458.

**Defendant Executive Trustee Services, LLC ["ETS"]:**

10 **4.12(a) Defendant ETS's name appears on the following recorded documents as the**  
11 **entity to which documents should be returned after recording:**

- 12 (1) Appointment of Successor Trustee dated 02/17/2007, acknowledged/  
13 notarized 02/01/2007 and recorded on 02/23/2007 under no.  
14 20070223001307;  
15 (2) Notice of Trustee's Sale dated 03/09/2007 and recorded on 03/13/2007  
16 under no. 20070313001435;  
17 (3) Notice of Discontinuance of Trustee's Sale dated 08/30/2007 and recorded  
18 on 09/05/2007 under no. 20070905000989;  
19 (4) Notice of Trustee's Sale dated 01/09/2009 and recorded on 01/12/2009  
20 under no. 20090112001130;  
21 (5) Appointment of Successor Trustee dated 02/16/2010 and recorded on  
22 02/17/2010 under no. 20100217000758;  
23 (6) Notice of Trustee's Sale dated 03/22/2010 and recorded on 03/23/2010  
under no. 20100323000378;  
(7) Notice of Discontinuance of Trustee's Sale dated 06/16/2010 and recorded  
on 06/17/2010 under no. 20100617000457;

**EXHIBIT C**

**Robertson v. GMAC Mortgage, LLC et al.**

**Page 6 of 7**

**HELMUT KAH**, Attorney at Law  
16818 140<sup>th</sup> Avenue NE  
Woodinville, WA 98072-9001  
Phone: 425-949-8357  
Fax: 425-949-4679  
Cell: (206) 234-7798  
Email: [helmut.kah@att.net](mailto:helmut.kah@att.net)  
WSBA # 18541

- 1 (8) Notice of Discontinuance of Trustee's Sale dated 06/16/2010 and recorded  
2 on 06/17/2010 under no. 20100617000458;
- 3 (9) Notice of Discontinuance of Trustee's Sale dated 06/22/2010 and recorded  
4 on 06/24/2010 under no. 20100624000425;
- 5 (10) Notice of Trustee's Sale dated 12/20/2010 and recorded on 12/22/2010  
6 under no. 20101222001196. Cover sheet of Notice mailed to Plaintiff  
7 directs, "Send Payments to: ETS [Burbank, CA address]"
- 8 (11) Notice of Discontinuance of Trustee's Sale dated 05/26/2011 and recorded  
9 on 06/07/2011 under no. 20110607001051; and
- 10 (12) Notice of Discontinuance of Trustee's Sale dated 06/07/2010 and recorded  
11 on 06/07/2011 under no. 20110607001165.

12 **Defendant LSI Title Agency, Inc. ["LSI"]:**

13 **4.13(a) LSI's name appears as a party to the following recorded documents:**

- 14 (1) As successor trustee in an Appointment of Successor Trustee dated  
15 02/16/2010 and recorded on 02/17/2010 under no. 20100217000758.
- 16 (2) As Trustee in a Notice of Trustee's Sale dated 03/22/2010 and recorded  
17 03/23/2010 under no. 20100323000378.
- 18 (3) As Trustee in a Notice of Discontinuance of Trustee's Sale dated 06/22/2010  
19 and recorded on 06/24/2010 under no. 20100624000425.
- 20 (4) As Trustee in a Notice of Trustee's Sale dated 12/20/2010 and recorded on  
21 12/22/2010 under no. 20101222001196.
- 22 (5) As Trustee in a Notice of Discontinuance of Trustee's Sale dated 05/26/2010  
23 and recorded on 06/07/2011 under no. 20110607001051.
- (6) As Trustee in a Notice of Discontinuance of Trustee's Sale dated 06/07/2011  
and recorded on 06/07/2011 under no. 20110607001165.

**Exhibit 1-E**

**Claim No. 2389**

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

<b>UNITED STATES BANKRUPTCY COURT      Southern District of New York</b>		<b>PROOF OF CLAIM</b>
Name of Debtor: <b>HOMEcomings FINANCIAL, LLC</b>		Case Number: <b>12-12020 (MG)</b>
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.		<div style="font-size: 2em; font-weight: bold; margin-bottom: 10px;">RECEIVED</div> <div style="font-size: 1.5em; font-weight: bold; margin-bottom: 10px;">NOV 05 2012</div> <div style="font-weight: bold; margin-bottom: 10px;">KURTZMAN CARSON CONSULTANTS</div> <div style="font-weight: bold; margin-bottom: 10px;">COURT USE ONLY</div> <div> <input type="checkbox"/> Check this box if this claim amends a previously filed claim.   <b>Court Claim Number:</b> _____                      (If known)                 </div> <div> <b>Filed on:</b> _____                 </div>
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>Duncan K. Robertson</b>		
Name and address where notices should be sent: <b>Duncan K. Robertson</b> <b>3520 SE Harold Court</b> <b>Portland, OR 97202-4344</b>  Telephone number: (503) 775-9164      email: <b>uncadunc1@aol.com</b>		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
Name and address where payment should be sent (if different from above):   Telephone number:                      email:		
<b>1. Amount of Claim as of Date Case Filed:</b> \$ <u>118,812.00</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.		
<b>2. Basis for Claim:</b> <u>Injuries/damages, see Exhibit POC-A: Verified Complaint</u> (See instruction #2)		
<b>3. Last four digits of any number by which creditor identifies debtor:</b>	<b>3a. Debtor may have scheduled account as:</b>  (See instruction #3a)	<b>3b. Uniform Claim Identifier (optional):</b>  (See instruction #3b)
<b>4. Secured Claim</b> (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.  <b>Nature of property or right of setoff:</b> <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other <b>Describe:</b>  <b>Value of Property:</b> \$ _____  <b>Annual Interest Rate</b> _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		<b>Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any:</b> \$ _____  <b>Basis for perfection:</b> _____  <b>Amount of Secured Claim:</b> \$ _____  <b>Amount Unsecured:</b> \$ _____
<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.</b>		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).
<input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)( ).
<b>Amount entitled to priority:</b> \$ _____		
<i>*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.</i>		
<b>6. Credits.</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		



121204212110500000000008

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: **Attached: Breakout and Exhibit POC-A (Verified Complaint & Exhibits A, B and C)**

**8. Signature:** (See instruction #8)

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: **Duncan K. Robertson**

Title: \_\_\_\_\_

Company: \_\_\_\_\_

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

(Signature)

(Date)

Telephone number: \_\_\_\_\_

email: \_\_\_\_\_

**Penalty for presenting fraudulent claim:** Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.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 partly entirely unsecured. (See Definitions.) the nature and value of property that secures the claim, and state, as of the date rate (and whether it is fixed or variable).

**5. Amount of Claim Entitled to Priority:**

If any portion of the claim falls into any of the categories listed below, state the amount entitled to 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.

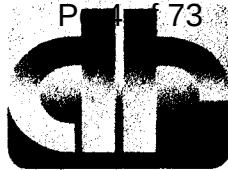
**8. Date and Signature:**

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.

**RECEIVED**

NOV 05 2012

**KURTZMAN CARSON CONSULTANTS**



Duncan Robertson  
3520 S.E. Harold Court  
Portland, OR 97202-4344  
Tel & Fax: (503)775-9164  
Uncadunc1@aol.com

Residential Capital Claims Processing Center  
c/o KCC  
2335 Alaska Avenue,  
El Segundo, California 90245

October 31, 2012

REF: *In Re RESIDENTIAL CAPITAL, LLC, et al.*  
Case No. 12-12020 (MG)  
Proofs of Claims

Dear KCC and Court:

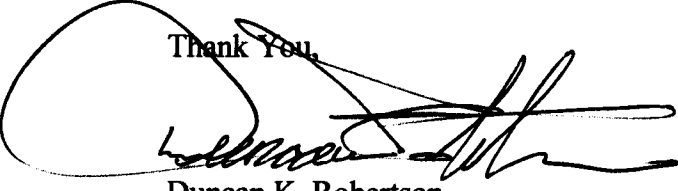
Enclosed please find the following Proofs of Claim and materials for:

- **GMAC Mortgage, LLC** and Proof of Claim Breakdown
- **Executive Trustee Services, LLC** and Proof of Claim Breakdown
- **Residential Funding Real Estate Holdings, LLC** and Proof of Claim Breakdown
- **Residential Funding Company, LLC** and Proof of Claim Breakdown
- **Homecomings Financial, LLC** and Proof of Claim Breakdown
- **EXHIBIT POC-A – Verified Complaint and Exhibits A, B & C.** This document is exhibit to each of the above proofs of claim.

If you would prefer to have a separate copy of EXHIBIT POC-A for each individual Proof of Claim please let me know. I am assuming that you scan it, and simply attach a copy of that scan to each file.

Attorney Helmut Kah has resigned as my attorney and I am proceeding pro se, which is why his address block has been X'd out on the first page of EXHIBIT POC-A. Please direct all notices to me at the above address and as provided on the Proofs of Claim.

Thank You,



Duncan K. Robertson  
Claimant  
3520 SE Harold Court  
Portland, OR 97202-4344  
Phone & Fax: (503)775-9164  
Uncadunc1@aol.com

**PROOF OF CLAIM BREAKDOWN**

**HOMEcomings FINANCIAL, LLC, Debtor**

*In Re RESIDENTIAL CAPITAL, LLC, et al.*

(Jointly Administered)

**United States Bankruptcy Court**

**Southern District of New York**

**Case No. 12-12020 (MG)**

**(Chapter 11)**

**CREDITOR: Duncan K. Robertson**

The following breakdown of claim is based upon attached Verified Complaint, *Exhibit POC-A* (as updated for attorney fees) for claims to 05/14/2012.

Damages resulting from break-ins (trebled under RCW 4.24.630)	3,450
Loss of Property value	155,575
Loss of use of Property or proceeds therefrom \$207,787 (av. value) x .1 / 12 * 39 months) <sup>1</sup>	67,531
Cost of loan taken out to tender payment (Citi Visa)	780
Losses from forced sale of securities	50,608
Loss of use of funds from above securities losses (losses x .1/year) <sup>1</sup>	15,860
Losses from readiness to tender payment	67,248
Research, expenses under RCW 9A.82.100	25,499
Travel Expense	<u>500</u>
Tangible Economic Losses to 05/14/12:	\$319,803
Personal Injuries and intentional infliction of emotional distress <sup>2</sup> (estimated here at 2 x Tangible Economic Losses)	639,606
Attorney Fees to 05/13/2012	22,869
<b>Costs –</b>	
a. Litigation Guarantee – Fidelity Nat. Title	839
b. court costs (filing, service, jury fee – not included)	
c. Hotel etc. to attend trial (not included)	

<sup>1</sup> "Compensation award for the loss of use of the monetary value of the taking from the time of the taking until just compensation is paid." (language from *Ethridge v. Hwang*, 105 Wn. App. 447 (Aug., 1997) (based upon a taking of land causing it to be unavailable for use).

<sup>2</sup> See *Kloepfel v. Bokor*, 149 Wn.2d 192, 194 (Apr. 2003); *Cagle v. Burns & Roe*, 106 Wn.2d 911, 726 P.2d 434 (Oct. 9, 1986)

d. Additional attorney fees for courtroom attorney (not included)

e. Property taxes paid while defending property (not included)

Treble Damages allowable under RCW 9A.82.100(4)(d)  
and RCW 19.86.090 (only one included) 25,000

Additional compensation as court may award (not included)

Adverse tax consequences (\$1Mil at est.18% tax rate) 180,000

TOTAL OF CLAIM (subject to adjudication) \$1,188,117

Also not included in above are property taxes paid while defending property.

Claim against HOMECOMINGS FINANCIAL, LLC is 10% of the above  
(See Exhibit POC-A, Page 49) **\$118,812**

A Motion for Relief From Stay is being filed in this proceeding so that these claims may be properly adjudicated in the only court qualified to do so: King County Superior Court, WA.

I certify under penalty of perjury that the above information is true and correct to the best of my knowledge, information, and reasonable belief.

Signed,



Duncan K. Robertson

Claimant

3520 SE Harold Court

Portland, OR 97202-4344

Phone & Fax: (503)775-9164

Uncadunc1@aol.com

10/31/2012  
Date



**SUPERIOR COURT OF WASHINGTON  
COUNTY OF KING**

Duncan K. Robertson,

Plaintiff,

vs.

GMAC Mortgage, LLC; Executive  
Trustee Services, LLC; Residential  
Funding Real Estate Holdings, LLC;  
Residential Funding Company, LLC;  
Residential Funding Corporation;  
Homecomings Financial, LLC; LSI Title  
Agency, Inc.; JP Morgan Chase Bank  
N.A.; Bank One National Association;  
Bank of New York Trust Company N.A.;  
First American Title Insurance Company;  
DOES 1- 100; and all other persons or  
parties unknown claiming any right, title,  
estate, lien, or interest in the real estate  
described herein,

Defendants.

**NO. 12-2-19854-3 SEA**

**VERIFIED COMPLAINT FOR:**

- (1) QUIET TITLE;
- (2) WRONGFUL FORECLOSURE;
- (3) MISREPRESENTATION;
- (4) TRESPASS;
- (5) FRAUD & DECEPTION;
- (6) INFLICTION OF EMOTIONAL  
DISTRESS;
- (7) VIOLATION OF DUTY OF GOOD  
FAITH AND FAIR DEALING;
- (8) AGENCY LIABILITY (CONSPIRACY);
- (9) VIOLATION OF WASHINGTON  
"LITTLE RICO" STATUTES;
- (10) VIOLATIONS OF CONSUMER  
PROTECTION ACT.

**I. INTRODUCTION**

**1.1** Definitions of terms frequently used herein:

(a) The **"Property"**. Residential real property and improvements commonly known  
as 12002 4th Avenue Southwest, Seattle, Washington, 98146, Tax Parcel No. 072304-9322-

**COMPLAINT FOR QUIET TITLE, INJUNCTIVE RELIEF,  
DECLARATORY RELIEF, DAMAGES, AND OTHER RELIEF**

Page 1 of 54

**EXHIBIT POC-A**

XXXXXXXXXXXXXXXXXXXX  
16818 140<sup>th</sup> Avenue NE  
X XXXXXXXXXXXXXXXX  
Phone: 425-949-8357  
X XXXXXXXXXXXXXXXX  
Cell: (206) 234-7798  
XXXXXXXXXXXXXXXXXXXX  
WSBA # 18541

1 04. The legal description of the Property is attached as Exhibit "A" and incorporated by this  
2 reference.

3 (b) "**Nicholls Note**". An Adjustable Rate Note in the face amount of \$100,000  
4 which, upon information and belief, was executed by Linda C. Nicholls ("Nicholls") as  
5 Borrower, to "Old Kent Mortgage Company, d.b.a. National Pacific Mortgage, a Michigan  
6 Corporation" ("Old Kent") as Lender, on November 1, 1999, contemporaneously with the  
7 Nicholls DOT (below). The Nicholls Note was not a "loan for purchase."

8 (c) "**Nicholls DOT**". A Deed of Trust<sup>1</sup> encumbering the Property, purportedly  
9 securing the Nicholls Note, and dated November 1, 1999, which names one Linda C. Nicholls  
10 ("Nicholls") as Grantor, Old Kent Mortgage Company d.b.a. National Pacific Mortgage as  
11 Lender/Beneficiary, and N.P. Financial Corporation as Trustee.

12 (d) All uses of the term "**Recorded**" herein indicate that the referenced document was  
13 recorded in the Official Public Records of the Recorder's Office, King County, Washington.

14 (e) The term "**Beneficiary**" (of a deed of trust) means: "the holder of the instrument or  
15 document evidencing the obligations secured by the deed of trust, excluding persons holding  
16 the same as security for a different obligation." (RCW 61.24.005(2))

17 1.2 Upon information and belief, all actions of Defendants herein, and all  
18 assertions by Defendants, or any of them, of an interest in the Property, are related to the  
19 Nicholls Note and/or Nicholls DOT.

20 1.3 Plaintiff Duncan K. Robertson ("**Robertson**") brings this action for quiet title  
21 to the Property described in ¶ 1.1(a) above, and for other relief as set forth below.

22 1.4 No claim is made herein under any laws of the United States.

23 <sup>1</sup> Nicholls DOT: King County Recorder # 19991115001505.

1  
2 **II. JURISDICTION AND VENUE**

3 **2.1** All allegations above are re-alleged as though fully set forth.

4 **2.2** The court has jurisdiction over the parties to this complaint because at all times  
5 relevant the parties were either residents of the state of Washington, were incorporated under  
6 the laws of the state of Washington, were authorized to and/or did business in the state of  
7 Washington, or were subject to Chapter 23B.18 RCW, committed or directed improper,  
8 tortious, or fraudulent acts against Plaintiff's interest in the Property, or claimed some interest  
9 (whether valid or not) in the Property which is located in the city of Seattle, King County,  
10 Washington. RCW 4.28.185; RCW 23B.18.060.

11 **2.3** The Court has jurisdiction over the subject matter of this action.

12 **2.4** Venue is properly placed in this Court because the subject matter of this action  
13 is the Property located in King County, Washington. RCW 4.12.010(1).

14  
15 **III. PLAINTIFF**

16 **3.1** Plaintiff Duncan K. Robertson (herein "**Robertson**") is a single man residing  
17 in the city of Portland, Multnomah County, state of Oregon.

18 **IV. DEFENDANTS**

19 **4.1** All allegations above are re-alleged as though fully set forth.

20 **4.2** All Defendants named herein, except **GMAC Mortgage, LLC**, ("**GMAC**")  
21 and **Homecomings Financial, LLC**, (herein "**Homecomings**"), are referenced by name as a  
22 party to or in the recitals within one or more Recorded documents. The recorded instruments  
23 which are the apparent sources of defendants' claims regarding the subject real property are

1 indexed in Exhibit "C" attached hereto and referenced therein to the paragraph numbers  
2 below (i.e. + (a), (b), etc.).

3       **4.3 Defendant GMAC Mortgage, LLC, ("GMAC")** is a Delaware limited  
4 liability company.

5       **4.4 Defendant Residential Funding Real Estate Holdings, LLC<sup>2</sup>, ("RFREH")** is  
6 a Delaware limited liability company and a wholly owned subsidiary of Defendant **GMAC**.

7       **4.5 Defendant Residential Funding Company LLC ("RFC-LLC")** is a Delaware  
8 limited liability company and a wholly owned subsidiary of Defendant **GMAC**. The  
9 company engages in the business of, among other things, acquiring residential mortgage loans  
10 and selling those loans through securitization programs.

11       **4.6 Defendant Residential Funding Corporation ("RFCorp")** was a Delaware  
12 Corporation, although also registered as a Minnesota corporation<sup>3</sup>, and is or was a wholly  
13 owned subsidiary of Defendant **GMAC**. **RFCorp** is believed to have been merged into  
14 **RFC-LLC** and to have used the logo "GMAC-RFC", as does its successor.

15       **4.7 Defendant Homecomings Financial, LLC, formerly known as Homecomings**  
16 **Financial Network, Inc.,** (herein "**Homecomings**") is a Delaware limited liability company  
17 and a wholly owned subsidiary of Defendant **GMAC**.

18       **4.8 Defendant JP Morgan Chase Bank N.A., ("Chase")** [see footnote 2] is a  
19 national bank with a principal place of business in Columbus, Ohio. In 2004 **Chase** became  
20 the successor by merger to **Bank One National Association** (§ 4.9 below).

21       **4.9 Defendant Bank One National Association ("Bank One")** [footnote 2] is or  
22

22 <sup>2</sup> Defendant is a Nonadmitted Organization operating in Washington under Chapter 23B.18 RCW.

23 <sup>3</sup> Minnesota Secretary of State shows two corporations with this name, one domestic, one foreign with  
a Pennsylvania address. Both are listed as inactive.

1 was a Delaware corporation or bank with its principal place of business in Chicago, IL.<sup>4</sup>

2       **4.10 Defendant Bank of New York Trust Company, N.A. ("BNY")** [see footnote  
3 2] is a nationally chartered trust company who, upon information and belief, is a wholly  
4 owned subsidiary of The Bank of New York Mellon Corporation, a Delaware corporation.

5       **4.11 Defendant First American Title Insurance Company ("First American")** is,  
6 upon information and belief, a California corporation which was once registered as a  
7 Washington domestic corporation, and licensed as a resident Title Insurance Company of  
8 Washington (see ¶ 10.2).

9       **4.12 Defendant Executive Trustee Services, LLC ("ETS")** is a Delaware limited  
10 liability company doing business in Washington through offices in California.<sup>5</sup> ETS is  
11 believed to be a wholly owned subsidiary of GMAC.

12       **4.13 Defendant LSI Title Agency, Inc. ("LSI")** is an Illinois corporation claiming  
13 to be a Resident Title Insurance Agency in the state of Washington. At all relevant times  
14 herein LSI purports to be qualified to act as a trustee under Washington Deed of Trust Act  
15 ("WDTA").

16       **4.14 Claims of Unknown Parties.** All other persons or parties unknown claiming  
17 any right, title, estate, lien, or interest in the real estate described in the complaint herein.  
18 Defendants DOES 1 – 100 are fictitious names for individuals, or entities, or affiliates or  
19 subsidiaries of one or more of the other named Defendants, whose names are unknown to

20 \_\_\_\_\_  
21 <sup>4</sup> **Bank One** was merged into **Chase** on July 1, 2004 and at that time ceased to exist as a separate  
business entity.

22 <sup>5</sup> California Secretary of State shows that Executive Trustee Services, Inc. surrendered its California  
corporate registration status in 1997. An entity named ETS Group, LLC, registered as an LLC in  
23 California on 04/07/2009 as a resident entity; Executive Trustee Services, LLC, is a dba of ETS  
Group, LLC, registered 5/4/2009 in Los Angeles County (ETS was not licensed in the state of  
California between 1997 and 05/04/2009, see e.g. ¶ 5.24, Exhibit C ¶ 4.12(a)(1 – 4)).

1 Plaintiff at this time and who may have liability for some or all of the conduct alleged herein.  
2 Defendants DOES 1 – 100 may be individuals, corporations, partnerships, limited  
3 partnerships, limited liability companies, or any other form of legal entity. On information  
4 and belief, DOES 1 – 100 are responsible and liable in some way for the claims herein. When  
5 the names of said Defendants are ascertained, this complaint shall be amended accordingly.

6 **4.15** Defendants **GMAC, RFREH, RFC-LLC, RFCorp, Homecomings, and**  
7 **ETS**, are sometimes hereinafter referred to collectively as “**GMAC Group**”.

8 **4.16** Upon information and belief, Plaintiff alleges the existence of agency  
9 relationships between Defendants during material times herein. The specific terms and  
10 conditions of any such agency relationships, representation, or employment relationship as  
11 between one or more of the Defendants, are unknown to Plaintiff.

## 12 **V. FACTUAL BACKGROUND**

13 **5.1** All allegations set forth above are re-alleged as though fully set forth herein.

14 **5.2** Plaintiff acquired fee simple title to the Property on October 3, 2008, pursuant  
15 to a Trustee's Deed which was Recorded on October 7, 2008.<sup>6</sup> A true copy of Plaintiff's  
16 Trustee's Deed is attached hereto as Exhibit B and is hereby incorporated.

17 **5.3** Plaintiff has paid toward King County taxes on the Property from November  
18 2009 through the present.

19 **5.4** Immediately following his purchase of the Property at the September 26, 2008  
20 trustee's sale (See 5.2 above), Plaintiff began to pursue the process of marketing and/or  
21

22  
23 <sup>6</sup> Trustee's Deed issued by Ryan D. Griffin, Trustee, on October 3, 2008 and Recorded on October 7,  
2008 under # 20081007001048. Attached as Exhibit B.

1 developing of the Property, which at that time was valued at \$285,000.<sup>7</sup>

2       **5.5** Plaintiff promptly undertook to ascertain, pay, and extinguish all valid  
3 subsisting liens and encumbrances Recorded against the Property in order to clear his title and  
4 gain the ability to make beneficial use thereof.

5       **5.6** The Nicholls DOT, dated November 1, 1999, was among the Recorded  
6 purported encumbrances.

7       **5.7** Nicholls acquired her interest in the Property by way of a Personal  
8 Representative's Statutory Warranty Deed dated November 5, 1999 and Recorded on  
9 November 15, 1999 under instrument no. 19991115001504. Nicholls had no power to grant<sup>8</sup>  
10 the Nicholls DOT on November 1, 1999. RCW 64.04.010, 020.

11       **Plaintiff's futile efforts to clear the apparent Nicholls**  
12       **encumbrance through Defendant Homecomings**

13       **5.8** At various times relevant hereto, Defendant **Homecomings** has acted or  
14 claimed to act as a servicer of the Nicholls Note and DOT.

15       **5.9** On September 30, 2008 Plaintiff's counsel informed **Homecomings** by  
16 telephone that Plaintiff had purchased the Property and wished to remove the Property  
17 encumbrance represented by the Nicholls DOT, and requested the pay-off amount for the  
18 Nicholls Note that it purportedly secured.

19       **5.10** **Homecomings** refused to provide Plaintiff's counsel the requested pay-off  
20 information.

21 <sup>7</sup> Per Appraisal provided by John Bauer (Zip Realty), October, 2008.

22 <sup>8</sup> RCW 61.24.005(7). A Washington deed of trust encumbers "the person's interest in property" at the  
23 time the DOT is executed. A deed of trust conveys to trustee the power of sale, not title; "When a deed  
of trust is foreclosed, the trustee sells only such title as the grantor held at the time the deed was  
granted \* \* \*" (*Mann v. Household Finance Corp. III*, 109 Wn. App. 387, 388 (Dec. 11, 2001)).

1           **5.11** On or about October 24, 2008 Plaintiff personally communicated with  
2 **Homecomings** via telephone as follows.

- 3           (a) Plaintiff again requested the payoff amount on the Nicholls Note;  
4           (b) Plaintiff offered to bring the Nicholls loan account current  
5           pending **Homecomings'** review and determination of the payoff  
6           amount;  
7           (c) **Homecomings** confirmed that it is the servicer of the Nicholls  
8           loan account;  
9           (d) **Homecomings** stated that the Nicholls loan is not assumable;  
10          (e) Plaintiff provided **Homecomings** with his name, address, and  
11          telephone number;  
12          (f) Plaintiff affirmed that upon being informed of the payoff amount  
13          he would complete the pay-off transaction through escrow;  
14          (g) **Homecomings** agreed to provide Plaintiff a full pay-off  
15          statement within five days.

16           **5.12** In reliance upon **Homecomings'** promise to provide the payoff statement,  
17 Plaintiff began making arrangements to obtain a loan and took a \$26,000 draw on his Citi  
18 MasterCard at a cost of \$780 to gather the funds needed for the full payoff.

19           **5.13** Plaintiff's counsel arranged for Fidelity National Title Company of Bellevue,  
20 King County, Washington to act as escrow for the payoff transaction with **Homecomings**.

21           **5.14** **Homecomings** failed to provide the payoff statement (see ¶ 5.11(g) above), or  
22 any other information.

23           **5.15** **Homecomings** failed to further communicate with Plaintiff. (see ¶ 5.11).

**5.16** By January 2009 Plaintiff had arranged to clear all encumbrances Recorded  
against the Property except the Nicholls DOT.



1           **5.17** In January 2009 Plaintiff through counsel mailed the following to  
2 **Homecomings** by certified mail, received by **Homecomings** on January 31, 2009:

3           (a) verification of Plaintiff's ownership of the Property,

4           (b) a chronological statement of events including Plaintiff's efforts to resolve  
5 the matter, and

6           (c) an offer dated January 26, 2009 to pay \$90,000.00 in full satisfaction of the  
7 Nicholls Note and Deed of Trust, the transaction to be processed in escrow.

8           **5.18** Anticipating cooperation by **Homecomings**, Plaintiff cashed out \$28,887 in  
9 securities, taking a \$653 loss at that time,<sup>9</sup> in order to accumulate funds for the full payoff of  
10 the Nicholls DOT encumbrance.

11           **5.19** **Homecomings** failed to respond in any way to Plaintiff's written advisory and  
12 offer described in ¶ 5.17, above.

13           **5.20** As a direct and proximate result of **Homecomings'** failure and refusal to  
14 communicate and cooperate with Plaintiff's efforts to remove the Nicholls' DOT  
15 encumbrance from the Property, Plaintiff's plans to renovate, rent, develop, and/or market the  
16 Property were defeated, and Plaintiff sustained substantial monetary injury and damage in an  
17 amount to be proven at trial.

18           **First American and ETS pursue nonjudicial**  
19           **foreclosure proceedings against the Property**  
20           **without notice to Plaintiff:**

21           **5.21** Although Plaintiff's Trustee's Deed was Recorded on October 7, 2008,  
22 Defendants **First American** and **ETS** pursued a series of nonjudicial deed of trust foreclosure

23           <sup>9</sup> Losses shown here and in ¶ 5.54 are computed on tax basis only - cost of securities less proceeds of  
sale thereof. Subsequent losses of what securities would be worth today and loss of use of funds to be  
proven at trial.

1 proceedings against the Property in 2009 without notice to Plaintiff, contrary to and in  
2 violation of RCW 61.24.040(1)(b)(iii).

3       **5.22** On January 12, 2009, a *Notice of Trustee's Sale*<sup>10</sup> was Recorded scheduling a  
4 nonjudicial foreclosure sale of the Property on April 17, 2009.

5       **5.23** The January 12, 2009 *Notice of Trustee's Sale* (§ 5.22) was issued in the name  
6 of **First American Title Insurance Company** as the foreclosing Trustee and **Bank One** "as  
7 trustee" as Beneficiary of the Nicholls DOT (See Exhibit C § 4.9(a)(7)).

8       **5.24** Upon information and belief, the January 12, 2009 *Notice of Trustee's Sale*  
9 (§ 5.22) was drafted, prepared, Recorded, and processed by Defendant **ETS**.

10       **5.25** Upon information and belief, Plaintiff alleges that Defendant **GMAC** directed  
11 the activities of **First American** and **ETS** regarding the nonjudicial foreclosure process  
12 initiated by the January 12, 2009 *Notice of Trustee's Sale* (§ 5.22).

13       **5.26** The April 17, 2009 nonjudicial foreclosure sale of the Property was  
14 rescheduled to June 12, 2009.

15       **5.27** Plaintiff was unaware of the nonjudicial foreclosure proceedings and was not  
16 given notice of the change of the sale date from April 17 to June 12, 2009. (§ 5.26)

17       **5.28** On June 9, 2009 Plaintiff for the first time learned of the foreclosure  
18 proceedings when an individual interested in bidding at the June 12 sale contacted him and  
19 mentioned the pending foreclosure sale.

20       **5.29** Plaintiff was alarmed and distraught upon learning on June 9, 2009 that his  
21 Property was scheduled to be auctioned off at a nonjudicial foreclosure sale a mere three (3)  
22 days later.

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23 <sup>10</sup> **First American Notice of Trustee's Sale** Recorded under No. 20090112001130

1       **5.30** Plaintiff immediately contacted his counsel, who promptly and relentlessly  
2 pursued contact with the named trustee, **First American**, in efforts to stop the unlawful June  
3 12, 2009 nonjudicial foreclosure sale of the Property.

4       **5.31** Although **First American** is identified as the trustee and its address and a  
5 "Sale Line" phone number are contained in the January 12, 2009 *Notice of Trustee's Sale*,  
6 **First American** refused any discussion of the foreclosure with Plaintiff's counsel and  
7 redirected him to contact **ETS**.

8       **5.32** Upon information and belief, Plaintiff alleges that **First American** performed  
9 no role as trustee under the Nicholls DOT, other than renting its name, and signatures (if  
10 indeed genuine) on documents, to ETS to create an appearance of legitimacy.

11       **5.33** Upon information and belief, **First American** was trustee under the Nicholls  
12 DOT in name only and all trustee functions were abdicated to and usurped by **ETS**.

13       **5.34** On June 10, 2009 Plaintiff's counsel:

- 14           (a) faxed a copy of Plaintiff's Trustee's Deed to **ETS** showing that  
15 Plaintiff is the fee simple owner of the Property, and  
16           (b) informed **ETS** that Plaintiff had not been provided notice of the  
17 non-judicial foreclosure sales scheduled for either April 17, 2009  
18 or June 12, 2009 (footnote 10 above).

19       **5.35** **ETS** represented to Plaintiff's counsel on June 10, 2009 that **GMAC** is the  
20 holder of the Nicholls Note.

21       **5.36** In the June 10, 2009 communications with Plaintiff's counsel (§ 5.34 above):

- 22           (a) **ETS** refused to cancel, discontinue, or postpone the June 12,  
23 2009 trustee's sale, and  
          (b) **ETS** refused to provide Plaintiff any contact information of the

1 purported holder of the Nicholls Note, GMAC.

2 (c) These refusals were despite ETS knowledge that Plaintiff is the  
3 fee simple owner of the Property, that Plaintiff was not served  
4 with the January 12, 2009 *Notice of Trustee's Sale*, or the April  
5 17, 2009, or June 12, 2009, nonjudicial foreclosure sale dates.

6 **5.37** Fortuitously but unknown to Plaintiff at the time, the June 12, 2009 trustee's  
7 sale of the Property did not go forward because Linda Nicholls had filed a personal  
8 bankruptcy petition on May 7, 2009 which automatically stayed the sale.

9 **5.38** In June 2009 Plaintiff's counsel asked ETS to obtain from Homecomings and  
10 provide the pay-off amount on the Nicholls' Note as of October 2008.

11 **5.39** On June 16, 2009, apparently in response to the inquiry described in ¶ 5.38  
12 above, Plaintiff's counsel received a fax sent from an unidentified fax machine titled: "To:  
13 Linda C. Nicholls" and "Statement Sent to Name: ADDL F/C ARE \$448 G/T 06/26/09." The  
14 only address included was a P.O. Box in Waterloo, IA. The fax requested payment be sent in  
15 an amount approximately \$27,500 more than Plaintiff believes was owed on the Nicholls  
16 Note as of October, 2008.

17 **5.40** The *Notice of Trustee's Sale* Recorded January 12, 2009 (see ¶ 5.22, above),  
18 recites as follows that the beneficial interest in the Nicholls DOT had been:

19 "assigned by OLD KENT MORTGAGE COMPANY D.B.A.  
20 NATIONAL PACIFIC MORTGAGE to RFC-BANK ONE,  
21 NATIONAL ASSOCIATION, AS TRUSTEE FKA THE FIRST  
22 NATIONAL BANK OF CHICAGO, AS TRUSTEE."<sup>11</sup>

23 **5.41** Having learned through his own research that Bank One no longer existed and

<sup>11</sup> Bank One wholly merged into and was succeeded by defendant Chase almost five years earlier on July 1, 2004.

1 had been succeeded by Chase, Plaintiff himself contacted Chase to obtain the pay-off  
2 amount. Chase instructed Plaintiff to fax his inquiries and requests to Chase's Escalated Lien  
3 Release Department.

4       **5.42** On June 10, 2009, as instructed, Plaintiff faxed his inquiries and requests to  
5 Chase's Escalated Lien Release Department together with a copy of his Trustee's Deed and  
6 the Nicholls DOT.

7       **5.43** Plaintiff's fax (§ 5.42 above) asked Chase for the pay-off amount on the  
8 Nicholls loan together with explanation of how the payoff figure was calculated or, in the  
9 alternative, that the Property be released from the lien of the Nicholls DOT.

10       **5.44** Chase copied Plaintiff with emails in which Chase stated that:

- 11               (a) Chase had "acted only in a trustee capacity" with respect to the  
12               Nicholls loan, and  
13               (b) that the Defendants RFCorp (as a servicer), BNY, and GMAC  
14               may have some unspecified involvement with the Nicholls Note  
15               and/or DOT.

16       **5.45** Chase failed to provide Plaintiff any pay-off information and did not release  
17 the Property from the lien of the Nichols DOT.

18       **5.46** First American and/or ETS rescheduled the nonjudicial foreclosure sale of  
19 the Property, this time to July 10, 2009, and did not notify Plaintiff of the new sale date or that  
20 they were going ahead in their attempts to sell the Property.

21       **5.47** On July 7, 2009 Plaintiff fortuitously learned of the rescheduled foreclosure  
22 sale date of July 10, 2009, and notified his counsel.

23       **5.48** Plaintiff's counsel immediately phoned ETS and demanded that the unlawful  
sale scheduled for July 10 be stopped. ETS refused to stop the sale.

1       **5.49** Plaintiff's counsel contacted **Chase** in the early morning of Thursday, July 9,  
2 2009 protesting the rescheduled sale of Property on July 10.

3       **5.50** **Chase** advised Plaintiff's counsel to contact a James Barden ("Barden"),  
4 corporate lawyer of "GMAC RESCAP," and provided Barden's telephone number.

5       **5.51** Plaintiff's counsel contacted Barden, and Barden promised to "cancel" the  
6 Friday, July 10, 2009 trustee's sale.

7       **5.52** The nonjudicial foreclosure sale did not go forward on July 10, 2009, but the  
8 *Notice of Trustee's Sale* Recorded on January 12, 2009 was not withdrawn or discontinued.  
9 Instead, it remained a matter of record and a cloud on Plaintiff's title until *Notice of*  
10 *Discontinuance* was finally Recorded on June 17, 2010, only after much time, effort, and  
11 expense had been sustained by Plaintiff.

12       **5.53** On July 20, 2009 Plaintiff's counsel submitted to **GMAC's** counsel Barden via  
13 email a summary of the matter to date, a protest of **GMAC's** conduct, and requested:

- 14           (a) Identification of the holder of the Nicholls Note and Beneficiary  
15           of the Nicholls DOT;
- 16           (b) An explanation of the Recorded Old Kent *Assignment of Deed of*  
17           *Trust*<sup>12</sup> to Bank One "as trustee" where no Beneficiary was  
18           named. (See ¶ 6.8 below)
- 19           (c) That Barden establish his authority to resolve the matter, or -
- 20           (d) The name, address and phone number of a contact person with  
21           such authority whom Plaintiff may communicate to resolve the  
22           matter; and
- 23           (d) (by implication) The proper (October, 2008) pay-off figure on

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<sup>12</sup> Assignment of Nicholls Deed of Trust, Old Kent to Bank One, King County Recorder  
#20000803000299.

1 the Nicholls note and Deed of Trust.

2 **5.54** Relying on Barden's asserted authority to resolve the matter, and in  
3 anticipation of finally obtaining the just pay-off amount together with identification of the  
4 person with authority to receive the payoff and remove the Nicholls DOT lien from the  
5 Property, Plaintiff cashed out \$63,796 of securities, taking a \$49,955 loss in the process. (see  
6 footnote 9 above) and arranged for Fidelity National Title to act as escrow.

7 **5.55** On August 10, 2009, Barden replied to Plaintiff's counsel (See ¶ 5.53) via  
8 email, and instead of providing a payoff figure for October, 2008, wrote, "The only provable  
9 date I think is the certified letter date," and suggested a payoff figure of \$114,880.83 as of  
10 January 26, 2009, including foreclosure, unspecified servicing costs and attorney fees accrued  
11 after Robertson's October 2008 attempts to tender pay off of the Nicholls loan.

12 **5.56** Barden failed and refused to provide a just pay-off amount and further failed to

- 13 (a) identify the holder of the Nicholls note;  
14 (b) identify the Beneficiary of the Nicholls DOT;  
15 (c) provide any explanation of the irregularities in the only purported  
16 *Assignment of Deed of Trust* (footnote 12);<sup>13</sup>  
17 (d) provide any assurance that he, whomever he represented, or any  
18 other identified person or entity, had the authority to accept the  
19 payoff in satisfaction of the Nicholls Note, cancel the Nicholls  
20 Note, deliver the cancelled Note, and execute and record or  
21 deliver to Plaintiff a full reconveyance of the Nicholls DOT.

22 **5.57** On October 7, 2009 Plaintiff's counsel sent a letter via certified mail return  
23 receipt requested to **First American** and to **ETS** in yet another effort to resolve the matter.

<sup>13</sup> to that time – subsequent purported assignment has appeared; see ¶5.66 below.

1 Neither **First American** nor ETS responded to that letter.

2 **LSI is appointed by RFREH as**  
3 **Successor Trustee under the Nicholls DOT:**

4 **5.58** On February 17, 2010 an instrument purportedly appointing Defendant LSI as  
5 Successor Trustee under the Nicholls DOT was Recorded.<sup>14</sup> This document, titled  
6 *Appointment of Successor Trustee*, is signed by a Tim Witten for Defendant **RFREH**. Tim  
7 Witten's representative capacity is not disclosed in said document.<sup>15</sup> (See also ¶ 11.13 -  
8 11.15(e).

9 **5.59** The February 17, 2010 appointment of LSI as Successor Trustee recites that  
10 **Residential Funding Real Estate Holdings, LLC**, is Beneficiary of the Nicholls DOT and  
11 directs that after recording it be mailed to ETS in Burbank California.

12 **First American records a Notice of Trustee's**  
13 **Sale under the Nicholls DOT on March 23, 2010**  
14 **after LSI has ostensibly been officially named as**  
15 **successor trustee under the Nicholls DOT:**

16 **5.60** On March 23, 2010 a *Notice of Trustee's Sale*<sup>16</sup> scheduling a nonjudicial  
17 foreclosure sale of the Property on June 25, 2010, was Recorded in the name of **First**  
18 **American**, although **First American** was no longer the trustee of record under the Nicholls  
19 DOT (see ¶ 5.57 above), with instructions that after recording it be mailed to ETS in  
20 Burbank, California.

21 **5.61** On June 16, 2010 Plaintiff's counsel commenced a series of emails to **First**  
22 **American**, demanding answers to the unlawful procedures herein described being done in  
23

<sup>14</sup> Appointment of LSI as Successor Trustee: King County Recorder #20100217000758

<sup>15</sup> Instrument is void on its face, including Insufficient signature, RCW 64.04.020, CA Civil Code §1189(a); Insufficient acknowledgement, CA Civil Code §1190.

<sup>16</sup> 2010 Sale Attempt (*Notice of Trustee's Sale*): King County Recorder #20100323000378.



1 their name, and noting that to date they had refused to respond in any way to questions and  
2 demands. One such email of June 17, 2010 reiterated, among other things:

3 "My letter of October 2009 asks questions, which remain  
4 unanswered. Would you please have someone who has the requested  
5 information respond to my inquiries? If you can answer, please inform  
6 me whether Executive Trustee Services issued the March 2010 notices  
7 of foreclosure and trustee's sale without authority from **First  
American Title Insurance Company**. I have the same question as to  
the January 2009 notices of foreclosure and trustee's sale. Who, i.e.  
which person, firm, or entity controls and directs **Executive Trustee  
Service's** activities?"

8 **5.62** On June 17, 2010 Plaintiff's counsel received the following response to the  
9 email sent earlier that day (see ¶ 5.61, above):

10 "Good afternoon, **First American** was authorized as record  
11 trustee by **Bank One N.A.**, the then record beneficiary, to record the  
12 Notice of Trustee's Sale on January 12, 2009 (Instrument No.  
20090112001130). As you may know, the scheduled sale was  
13 subsequently postponed. On February 17, 2010 (Instrument No.  
20100217000758), an Appointment of Successor Trustee was  
14 Recorded appointing LSI Title Agency, Inc. as successor trustee. The  
15 execution and recording of said Appointment of Successor Trustee  
effectively terminated **First American's** involvement on the property.  
Any further questions should be directed to **LSI Title Agency, Inc.** as  
they appear to be the record trustee. Sincerely, Luis Yeager."<sup>17</sup>

16 **5.63** On June 17, 2010 a *Notice of Discontinuance of Trustee's Sale* was  
17 Recorded<sup>18</sup> (terminating the 04/17/2009 trustee's sale that was set by the *Notice of Trustee's*  
18 *Sale* Recorded on 01/12/2009 – See ¶¶ 5.22, 6.8(b). This document directs that after  
19 recording it be mailed to ETS in Burbank California.

20 **5.64** On June 17, 2010 another *Notice of Discontinuance of Trustee's Sale* was  
21

22 <sup>17</sup> At the time Mr. Yeager claims **First American** was authorized by **Bank One**, that entity had not  
23 existed for nearly five years, and was never a qualified Beneficiary of the Nicholls DOT.

<sup>18</sup> **First American** discontinuation of 2009 trustee's sale: King County Recorder #20100617000457.

1 Recorded<sup>19</sup> (terminating the 06/25/2010 trustee's sale that was set by the *Notice of Trustee's*  
2 *Sale* Recorded on 03/23/2010 – See ¶ 5.60). This instrument is signed in the name of **First**  
3 **American** as trustee although LSI was ostensibly appointed as successor trustee under the  
4 Nicholls DOT on February 17, 2010 (see ¶¶ 5.58 – 5.59, above). This document directs that  
5 after recording it be mailed to ETS in Burbank, California.

6 **5.65** On June 24, 2010 a *Notice of Discontinuance of Trustee's Sale* was Recorded<sup>20</sup>  
7 (terminating the 06/25/2010 trustee's sale that was set by the *Notice of Trustee's Sale*  
8 Recorded on 03/23/2010 which was issued by **First American**, ¶ 5.60). This instrument is  
9 signed in the name of LSI as trustee and directs that after recording it be mailed to ETS in  
10 Burbank, California.

11 **5.66** A false, fraudulent, and invalid instrument titled *Assignment of Deed of*  
12 *Trust*<sup>21</sup>, dated 7/28/2010 and Recorded 8/12/2010, apparently executed at GMAC's document  
13 facility in Fort Washington, Pennsylvania, notarized in Montgomery County, Pennsylvania,  
14 asserts that it -

15 “grants, assigns and transfers to **Residential Funding Real Estate**  
16 **Holdings, LLC** all beneficial interest under that certain Deed of Trust  
17 dated November 1, 1999, executed by Linda C. Nicholls, an Unmarried  
18 woman \* \* \* Together with the money due and to become due thereon  
19 with interest, and all rights accrued or to accrue under the instrument  
20 secured by the Deed of Trust.”

19 “Dated: 07-28-10

20 “JPMorgan Chase Bank, N.A. successor by merger with  
21 Bank One, N.A.”

21 “By: Thomas Strain

22 <sup>19</sup> **First American** discontinuation of 2010 trustee's sale: King County Recorder #20100617000458.

23 <sup>20</sup> LSI discontinuation of 2010 trustee's sale: King County Recorder #20100624000425.

<sup>21</sup> Assignment to **Residential Funding REH**: King County Recorder #20100812000720.

1 "Name: Thomas Strain  
2 "Title: Limited Signing Officer

3 5.67 The *Assignment of Deed of Trust* described in ¶ 5.66, above, purports to have  
4 been signed by an individual named "Thomas Strain" whose capacity as signer is described as  
5 "Limited Signing Officer".

6 (a) Strain is not an employee of **JP Morgan Chase Bank, N.A.** and would  
7 need to justify his claim as an officer under the corporation's bylaws. RCW 64.04.020.

8 (b) The *Assignment of Deed of Trust* described in ¶ 5.66 contains insufficient  
9 corporate acknowledgement.<sup>22</sup>

10 (c) Thomas Strain is a known employee of GMAC<sup>23</sup>, putting GMAC on both  
11 sides of the assignment.

12 (d) Thomas Strain is a nationally notorious *robo-signer*. "Thomas Strain  
13 testified during deposition that over the previous three years, he falsely  
14 acknowledged tens of thousands of mortgage assignments."<sup>24</sup>

15 5.68 Regarding the *Assignment of Deed of Trust* described above in ¶ 5.66:

16 (a) **JP Morgan Chase Bank, N.A.**, by its own admission (¶ 5.44(a)), did not  
17 have an assignable interest in the Nicholls DOT in 2010.

18 (b) That the Assignment has no validity is also shown by the statements  
19 contained in the signature block of the *Appointment of Successor Trustee*<sup>25</sup>

21 <sup>22</sup> PA Uniform Acknowledgement Act §291.7(2).

22 <sup>23</sup> Thomas Strain's resume is viewable at: <http://www.linkedin.com/pub/thomas-strain/22/695/586>

23 <sup>24</sup> *Bank of New York as Trustee for the Certificate holders CWABS, Inc. et. al v. Upke et. al*, Pacer No. 1:2009-cv-01710, at 2, U.S. District Ct. NJ (Dec. 9, 2009). See also *U.S. Bank Nat'l Assoc. v. Ibanez*, 458 Mass. 637, 653 (Jan. 7, 2011).

<sup>25</sup> Appointment of **First American** as Successor Trustee: King County Recorder #20070223001307

1 dated 2/17/2007, acknowledged/notarized 02/01/2007, Recorded  
2 2/23/2007, which recites that:

3 "THE BANK OF NEW YORK TRUST COMPANY, N.A. AS  
4 SUCCESSOR TO JP MORGAN CHASE BANK, N.A., AS  
5 TRUSTEE, FKA THE CHASE MANHATTAN BANK AS TRUSTEE ,  
6 BY: RESIDENTIAL FUNDING COMPANY, LLC, ITS ATTORNEY  
7 IN FACT.

8 Signed by: ELIZABETH YERANOSIAN, ASSISTANT VICE  
9 PRESIDENT

10 If BNY succeeded to the "as trustee" status (whatever that is) of Chase in  
11 2007, and that was all Chase had (§ 5.44(a)), then Chase had nothing  
12 assignable in 2010. "Nemo dat quod non habet."

13 (c) If Chase ever controlled any interest in either the Nicholls Note or DOT it  
14 was "as trustee", and yet the purported *Assignment* is made by Chase in its  
15 own name. (See also § 6.8 below).

16 **LSI issued a Notice of Trustee's Sale on December 20, 2010**  
17 **scheduling the Property for nonjudicial foreclosure**  
18 **sale on March 25, 2011.**

19 5.69 LSI issued a *Notice of Trustee's Sale* signed 12/20/2010, notarized  
20 12/21/2010, executed in California , Recorded 12/22/2010<sup>26</sup> scheduling the Property for  
21 nonjudicial foreclosure sale on March 25, 2011. The incongruity in the dates of signing and  
22 acknowledgment is suspicious. The description of the signer's representative capacity as  
23 "Authorized Signatory" violates the express requirements of California Civil Code §1189 and  
§1190 and is fatal to the validity of the acknowledgement and evidentiary value of the  
instrument. This document directs that it be mailed to ETS in Burbank, California, after  
recording.

<sup>26</sup> LSI *Notice of Trustee's Sale* dated 12/20/2010: King County Recorder #20101222001196.

1       **5.70** Plaintiff has sustained and continues to incur loss (exceeding \$150,000) on the  
2 value of the Property, loss on his investments, lost income, lost investment and development  
3 opportunities, lost time and expense in research, attorney fees, litigation expense, travel  
4 expenses, interest, other out-of-pocket expenses, emotional and physical distress, anxiety,  
5 mental anguish and loss of enjoyment of life, all as a direct consequence of the acts and  
6 omissions of one or more of the Defendants herein acting alone or in concert with others, in  
7 an amount to be proven at trial.

8                               **VI. FIRST CAUSE OF ACTION**  
9                               **DECLARATION THAT DEFENDANTS**  
10                              **DO NOT HAVE AND DID NOT HAVE A VALID LEGAL**  
11                              **INTEREST IN THE NICHOLLS DEED OF TRUST**

12       **6.1** All allegations set forth above are re-alleged as if fully set forth herein.

13       **6.2** An actual controversy exists between Plaintiff and Defendants as to the rights,  
14 duties, and obligations of Defendants, as to Plaintiff, with respect to their conduct of  
15 nonjudicial foreclosure proceedings against the Property and against other Washington  
16 properties under the WDTA.

17       **6.3** The strict requirements applicable to nonjudicial foreclosures of Washington  
18 deeds of trust are statutorily mandated by the Washington Deed of Trust Act, RCW 61.24 et  
19 seq. ("WDTA").

20       **6.4** Title 61 RCW (Mortgages, Deeds of Trust...) references Title 62A RCW.

21       **6.5** The right to foreclose the Nicholls DOT is dependent upon there being an  
22 enforceable promissory note which the deed of trust secures.<sup>27</sup> RCW 62A.3 et seq. governs  
23 who has the right to enforce negotiable instruments and what must be proven to establish the

---

<sup>27</sup> see *Restatement (3d) of Property* (Mortgages) § 5.4 ("[a] mortgage may be enforced only by, or in behalf of, a person who is entitled to enforce the obligation that the mortgage secures")

1 right to enforce the Nicholls Note. "Interpretation of every provision of the UCC assumes  
2 actions undertaken in good faith. RCW 62A.1-102(3)."<sup>28</sup>

3       **6.6** Foreclosure of a deed of trust as against residential real property may only be  
4 initiated by and on behalf of a qualified Beneficiary who is the *owner* of the promissory note  
5 secured by the subject deed of trust. RCW 61.24.030(7)(a); RCW 61.24.040(2).<sup>29</sup>

6       **6.7** ETS represented in June 2009 that GMAC is the "holder" of the Nicholls  
7 Note. At that same time a nonjudicial foreclosure was being conducted against the Property in  
8 the name of "**Bank One** National Association, as Trustee" as purported Beneficiary, (see ¶  
9 5.35 above). GMAC has failed and refused to disclose the basis, if any, of its claim against  
10 the Nicholls Note and/or DOT.

11       **6.8** Involvement of **Bank One**:

12       (a) A document titled "*Corporation Assignment of Mortgage*" dated 01/20/2000 and  
13 Recorded 08/03/2000 (See footnote 12) purports to assign all "interest under that  
14 certain mortgage dated twelfth (12) of November, 1999 C E" to "**Bank One**  
15 **National Association as trustee.**" Said assignment is invalid and void on the  
16 following nonexclusive grounds:

- 17       (i) The referenced "mortgage dated the twelfth (12) of November, 1999 C E"  
18 is not found in the King County Official Public Records.  
19       (ii) RCW 61.24.005(2) excludes as DOT Beneficiary any person who holds the  
20 note secured by a deed of trust as security for a different obligation (e.g. as  
21 security for Mortgage Backed Securities or Collateralized Debt  
22 Obligations).  
23       (iii) If the phrase "as trustee" is intended to appoint **Bank One** as trustee under

<sup>28</sup> U.S. Bank Nat'l Ass'n v. Whitney, 119 Wn. App. 339, 345 (Dec. 9, 2003)

<sup>29</sup> See also RCW 61.24.163 (8)(b)(iii).

1 the Nicholls DOT, the assignment is invalid, RCW 61.24.020;

2 (iv) The assignment instrument fails on numerous other grounds including lack  
3 of a valid acknowledgement (no notary seal)<sup>30</sup>;

4 (b) Defendant **Bank One** "as trustee" is named as Beneficiary in the *Notice of*  
5 *Trustee's Sale* Recorded against the Property on January 12, 2009<sup>31</sup>. But **Bank**  
6 **One** could not have been the Beneficiary in 2009 because **Bank One** ceased to  
7 exist in July 2004 (see footnote 4). The 2009 *Notice of Trustee's Sale* is  
8 fraudulent.

9 (c) Upon information and belief, sometime between November 15, 1999 and August  
10 3, 2000, **Old Kent** purportedly transferred the Nicholls Note to **RFCorp**, which in  
11 turn purportedly transferred it to "**Bank One National Association as Trustee**,"  
12 actual ownership of the Note apparently going to an unnamed investment trust,  
13 where it was collateral for, and/or was subject to, a Loan Pool, a Pooling and  
14 Servicing Agreement, a Collateralized Debt Obligation, a Mortgage-Backed  
15 Security, a Mortgage Pass-Through Certificate, a Credit Default Swap, an  
16 Investment Trust, and/or a Special Purpose Vehicle.

17 (d) The subsequent succession by merger of **Bank One** into **Chase** in 2004 (see  
18 footnote 4) would be insufficient to transfer the Nicholls note to **Chase**, "as  
19 trustee" or otherwise. (See ¶ 6.10 below: re requirements for transfer).

20 **6.9 Involvement of BNY.**

21 <sup>30</sup> RCW 64.08.020 (requires the notary to have a seal, or affixation of a certificate of the clerk of a  
22 court of record, on instruments acknowledged out of state); RCW 42.44.090(1) (notary seal impression  
23 required on certificate); Michigan provides seals to notaries for out-of state documents. Documents  
executed in Michigan purporting to convey or encumber real estate must have two (2) witnesses and  
be acknowledged by a notary public. MCLA 565.8 (statute as of January 2000 at time of signing).

<sup>31</sup> Bank One *Notice of Trustee's Sale*: King County Recorder #20090112001130.

1 (a) The name of Defendant **Bank of New York (BNY)** appears in the following  
2 recorded documents and nowhere else:

3 (i) In the signature block of an *Appointment of Successor Trustee* dated  
4 02/17/2007, acknowledged/notarized 02/01/2007 and Recorded on  
5 02/23/2007 under no. 20070223001307 which is signed by **RFC-LLC** as  
6 **BNY's** purported Attorney-In-Fact, as follows:

7 "THE BANK OF NEW YORK TRUST COMPANY, N.A. AS  
8 SUCCESSOR TO JP MORGAN CHASE BANK, N.A., AS  
9 TRUSTEE, FKA THE CHASE MANHATTAN BANK AS TRUSTEE,  
10 BY: RESIDENTIAL FUNDING COMPANY, LLC, ITS ATTORNEY  
11 IN FACT."

12 (ii) On page 1 of a *Notice of Trustee's Sale* dated March 09, 2007 and  
13 Recorded on 03/13/2007 under no. 20070313001435 as follows:<sup>32</sup>

14 "\* \* \* the beneficial interest in which was assigned by OLD KENT  
15 MORTGAGE COMPANY D.B.A. NATIONAL PACIFIC MORTGAGE  
16 to RFC - THE **BANK OF NEW YORK TRUST COMPANY, N.A. AS**  
17 **SUCCESSOR TO JP MORGAN CHASE BANK, N.A. AS TRUSTEE,**  
18 **FKA THE CHASE MANHATTAN BANK AS TRUSTEE TRUSTEE.**  
19 (sic) "

20 (b) **BNY** is excluded from acting as Beneficiary under the Nicholls DOT. (see e.g.

21 ¶ 6.8(a)) for the following reasons:

22 (i) RCW 61.24.005(2) excludes any person who holds the note as security for  
23 a different obligation from attaining the status of Beneficiary;

(ii) If the phrase "as trustee" is intended to appoint **BNY** as trustee under the  
Nicholls DOT, the assignment is invalid, RCW 61.24.020;

(c) Upon information and belief, the use of **BNY's** name as Beneficiary of the  
Nicholls DOT in the body of *Notice of Trustee's Sale* Recorded March 13, 2007 is

<sup>32</sup> Bank of NY *Notice of Trustee's Sale*: King County Recorder #20070313001435.



1 part of an ongoing pattern of deception, misdirection, fraudulent assignments,  
2 appointments and foreclosure practices by **GMAC**.

3 **6.10 RFREH** is not and never was a “holder” of the Nicholls Note. RCW 62A.3-  
4 201, 203; Nicholls Note, Pg. 1, ¶1 (“anyone who takes this note by transfer and is entitled to  
5 receive payments under this note is called the “Note Holder.” [emphasis added]).

6 **6.11 RFREH** is not and never was Beneficiary of the Nicholls DOT (See ¶ 6.10).  
7 RCW 61.24.005(2); RCW 62A.3-301.

8 **6.12** Neither **RFREH** nor any other Defendant has or has had the authority to duly  
9 issue and record an effective reconveyance of the Nicholls DOT. RCW 61.24.020; RCW  
10 64.04.010, RCW 64.04.020 (Real Estate Statute of Frauds); RCW 61.16.010, 020; RCW  
11 61.24.110; *Nicholls DOT*, § 23, Pg. 13 (reconveyance must originate with the “Lender” and  
12 must include surrendering the instruments of debt and security).

13 **6.13** All actions described herein conducted by Defendants against the Property  
14 including attempted foreclosure proceedings were wrongful, illegal, failed to materially  
15 comply with the requisites to a trustee’s sale established by RCW 61.24.030, and were  
16 conducted by entities and persons who have no cognizable legal or equitable beneficial  
17 interest in the Property, and/or who lack authority to act as a Trustee under the WDTA,  
18 RCW Chapter 61.24. RCW 65.08.070.

19 **6.14** Plaintiff is entitled to a declaratory judgment from this Court setting forth and  
20 decreeing that under Chapters 62A.3 and 61.24 RCW, and especially RCW 61.24.005(2), and  
21 RCW 65.08.070 that

22 (a) Defendants **Bank One, Chase, BNY, and RFREH**, have never held, do not hold  
23 and cannot hold Beneficiary status under the Nicholls DOT;

1 (b) Said Defendants have never held and do not hold any legal or equitable beneficial  
2 interest in the Property;

3 (c) Absent Beneficiary status and through violations of other WDTA provisions, all  
4 nonjudicial foreclosure attempts as specified herein have been unlawful and  
5 wrongful; and

6 (d) Declaring that no Defendant or any party is entitled to hold a trustee's sale of the  
7 Property based upon the Nicholls DOT.

8  
9 **VII. SECOND CAUSE OF ACTION**  
10 **QUIET TITLE**

11 7.1 All allegations set forth above are re-alleged as if fully set forth herein.

12 7.2 Plaintiff is the fee simple owner of the Property.

13 7.3 No Defendant possesses a subsisting valid legal or equitable lien,  
14 encumbrance, claim or interest in or against the Property.

15 7.4 The Defendants have asserted and continue to wrongfully assert invalid claims  
16 directly affecting, impairing, diminishing, and limiting Plaintiff's quiet possession, use,  
17 enjoyment, and alienation of the Property which he owns in fee simple.

18 7.5 If no Defendant can evidence a valid interest in the Property, pursuant to RCW  
19 Chapter 7.28 Plaintiff asks for judgment quieting title in him and removing the cloud of all  
20 said Defendants' claims from the Property.

21 **VIII. THIRD CAUSE OF ACTION**  
22 **AGAINST DEFENDANT HOMECOMINGS**  
23 **FOR TRESPASS, AND INJURY AND DAMAGE TO THE PROPERTY**

8.1 All allegations set forth above are re-alleged as if fully set forth herein.

1           **8.2**     Upon information and belief, on or about late December 2008 Defendant  
2 **Homecomings**<sup>33</sup>, through an agent, without lawful authority entered upon, took possession  
3 and injured the dwelling structure located upon the Property, committing trespass, causing  
4 direct and indirect injury and damage as defined by RCW 4.24.630 and RCW 59.12.010.  
5 RCW 7.28.230.

6           **8.3**     Upon information and belief, on or about May 24, 2010 Defendant  
7 **Homecomings** (see footnote 33) again, through an agent, without lawful authority entered  
8 upon the Property and took possession, changing the locks and disabling Plaintiff's deadbolts,  
9 thereby excluding Plaintiff from entry into the dwelling structure located on the Property and  
10 rendering the Property vulnerable to break-in.

11           **8.4**     In the absence of working deadbolts, on or about early April, 2011, the  
12 Property structure was broken into, resulting in further damage and theft of items.

13           **8.5**     As a direct result of the Defendant **Homecomings'** actions, Plaintiff has  
14 suffered damages in an amount to be proven at trial and is entitle to allowable treble damages  
15 under RCW 4.24.630. All damages under this Complaint Section are sought as against  
16 **Homecomings** (see footnote 33).

17                               **IX. FOURTH CAUSE OF ACTION**  
18                               **AGAINST DEFENDANT HOMECOMINGS:**  
19                               **FRAUD, CONSPIRACY AND DAMAGES FOR SERVICER'S REFUSAL**  
20                               **TO COOPERATE IN PLAINTIFF'S EFFORTS**  
21                               **TO PAY OFF PRIOR ENCUMBRANCE**

22           **9.1**     All allegations set forth above are re-alleged as if fully set forth herein.  
23

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<sup>33</sup> If Discovery reveals that another party ordered and/or is liable for these acts, Plaintiff reserves the right to amend this Section.

1           **9.2** Plaintiff had a right<sup>34</sup> by virtue of his purchase of the Property at a non-judicial  
2 deed of trust foreclosure sale, under the UCC, common law, the Washington Constitution, and  
3 during such times as Defendants were attempting to foreclose the Property, under RCW  
4 61.24.090, to pay off the Nicholls note and Deed of Trust in a rightful amount to a lawful note  
5 holder/Beneficiary.

6           **9.3** Defendant **Homecomings** as purported servicer of the Nicholls Note and DOT  
7 is guilty of fraud, deception and self-dealing by refusing to cooperate with Plaintiff's good  
8 faith efforts beginning September 30, 2008 to assume and bring current the Nicholls loan and,  
9 when that offer was rejected, by refusing to accept Plaintiff's good faith tender<sup>35</sup> of full  
10 payment of the Nicholls Note and remove the lien of the Nicholls DOT from the Property.  
11 RCW 62A.3-603 (including discharge of debt when tender is refused).

12           **9.4** Upon information and belief Plaintiff alleges that the only purpose of  
13 **Homecomings'** refusal described in ¶ 9.3 was to continue generating servicer fees and  
14 income, and/or acquisition of the Property, for itself and related persons and entities including  
15 one or more of the other named Defendants.

16           **9.5** **Homecomings'** failure and refusal to provide the payoff information, and  
17 verification that the to-be-designated payee is the owner of the Nicholls Note and Beneficiary  
18 of the Nicholls DOT, or that Homecomings is legally authorized to act on their behalf,  
19 unreasonably interfered with Plaintiff's acquisition of clear title to the Property, constituted  
20 conspiracy in use of extortionate means in attempts to wrongfully collect money, and  
21

22 <sup>34</sup> "In *MGIC Fin. Corp. v. H.A. Briggs Co.*, 24 Wn. App. 1, 6, 600 P.2d 573 (1979) \* \* \* [t]he court  
stated that the junior lienor had the right to (1) pay off the debt secured by the senior mortgage." *Fluke*  
*Capital & Mgmt. v. Richmond*, 106 Wn.2d 614, 724 P.2d 356 (Sept. 4, 1986).

23 <sup>35</sup> "Tender" is a willingness to pay, accompanied by the ability and an attempt to pay." *King v. O/S*  
*Nordic Maiden*, 587 F. Supp. 46, 48 (W.D. Wash. 1984).

1 proximately obstructed Plaintiff's opportunities to market, rent, renovate and/or develop the  
2 Property in a timely manner, resulting in Plaintiff's substantial injury, loss and damage in an  
3 amount to be proven at trial. (See ¶ 18.4 below for Defendants' assigned liabilities).  
4

5 **X. FIFTH CAUSE OF ACTION**  
6 **DECEPTION, MISREPRESENTATION, FRAUD**  
7 **AGAINST DEFENDANT FIRST AMERICAN**

8 **10.1** All allegations set forth above are re-alleged as if fully set forth herein.

9 **10.2** The appointment of **First American** as successor trustee dated 02/17/2007,  
10 acknowledged/notarized 02/01/2007 and Recorded 02/23/2007, declares appointee **First**  
11 **American** is "a corporation formed under RCW 61.24, whose address is 2104 Fourth Ave.,  
12 Suite 800, Seattle, WA 98121." Upon information and belief this instrument was drafted and  
13 Recorded by ETS. The instrument is legally defective and void on its face. RCW 64.040.10,  
14 020 (including purported acknowledgement two weeks before signed); CA Civil Code  
15 §1189(a) (Insufficient acknowledgement); CA Civil Code §1190 (Signer is not identified as a  
16 "duly authorized person"). After recording, the instrument was to be mailed to ETS in  
17 Burbank, California (which did not legally exist in California at that time.).

18 **10.3** **First American** performed no function whatsoever as trustee under the  
19 Nicholls DOT, other than purportedly signing documents they obviously did not read.<sup>36</sup>  
20 Instead, **First American** entirely abdicated its role, function, and responsibilities as trustee to  
21 ETS, thereby violating its duty to Beneficiary, Borrower and Grantor, its duty to inform  
22 Plaintiff of the 2009 Sale Attempts (See ¶'s 5.21 – 5.48), and to act as fiduciary, in good faith  
23

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<sup>36</sup> Examples: ¶5.62 and ¶6.8(b) above.

1 and/or impartially as to interested parties. RCW 61.24.010(4) (*fiduciary* duty and impartiality  
2 required at time of 2009 sales attempts; duty of good faith in 2010 sale attempt).

3       **10.4** By its own admission, **First American** has never been aware of who owns the  
4 debt secured by the Nicholls DOT, or by what authority it was appointed as trustee (See ¶'s  
5 5.60 - 5.62 above). RCW 61.24.030(7)(a),(b) (trustee's responsibility to obtain proof that  
6 Beneficiary is owner of Nicholls Note; and when duty of good faith has been violated:  
7 requirement of evidentiary proof).

8       **10.5** ETS, to whom **First American** abdicated, operates entirely out of California  
9 (see footnote 5) and has no physical presence or telephone in Washington. If a deed of trust  
10 trustee is to abdicate duties to an agent, the agent must be able to carry out the requirements of  
11 the trustee. (See ¶ 5.21, 10.4 above). RCW 61.24 et seq., including duty of good faith.  
12 Agency Responsibility. RCW 9A.08.030(2).

13       **10.6** All acts and omissions in the nonjudicial foreclosure proceedings against the  
14 Property by **First American** in complicity with ETS, including but not limited to the Notices  
15 of Trustee's Sale Recorded on January 12, 2009, and on March 23, 2010, were wrongful as to  
16 Plaintiff, and injured and damaged Plaintiff in an amount to be proven at trial. (See ¶ 18.4  
17 below for Defendants' assigned liabilities).

18                               **XI. SIXTH CAUSE OF ACTION**  
19                               **DECEPTION, MISREPRESENTATION, FRAUD**  
20                               **AGAINST DEFENDANT LSI TITLE AGENCY, INC.**

21       **11.1** All allegations set forth above are re-alleged as if fully set forth herein.

22       **11.2** LSI was not and is not qualified or authorized to act as a trustee under Deeds  
23 of Trust in the State of Washington under any provision of the WDTA.

24       **11.3** LSI is a "shell corporation", existing in name only, and claiming to be "a

1 wholly owned indirect subsidiary of Lenders Processing Services, Inc.”<sup>37</sup> (“LPS”).

2       **11.4** Upon information and belief, LSI is a straw-man name offered for rent by LPS  
3 for use by loan servicers and document mills in order to circumvent the WDTA’s statutory  
4 prerequisites and procedures in the nonjudicial foreclosure process and to subvert the  
5 Grantor/borrower’s ability to effectively assert their defenses.

6       **11.5** LSI, and the Defendants who have used its straw-man name, have committed  
7 so many fraudulent and unlawful acts in falsely presenting LSI as a legitimate trustee of deeds  
8 of trust, that space prohibits listing them all here. Following are some examples whereby LSI  
9 has committed fraud upon Plaintiff, other homeowners, the State of Washington<sup>38</sup>, the State  
10 of California (see below), the State of Nevada<sup>39</sup>, the State of Arizona<sup>40</sup> and fraud upon the  
11 Court.<sup>41</sup>

12               (a) LSI Title Agency, Inc. is not registered with the California Secretary of State  
13 or licensed to do business in California.

14               (b) LSI Title Agency, Inc., although selling title insurance out of California, is not  
15 licensed with the California Insurance Commission.

16 <sup>37</sup> Rule 7.1 Corporate Disclosure Statement For LSI Title Agency, Inc., dated 02/07/11, *Linda S. Green v. Greenpoint Mortgage Funding, Inc., et al*, No. 11-05105, U.S. Dist. Court, Tacoma.

17 <sup>38</sup> Fraudulent filings with OIC to obtain Title Insurance Agency status. Filings with Cnty. Records.

18 <sup>39</sup> Upon information and belief, all signing of documents for LSI is done by employees of Lenders  
19 Processing Services, two of which are currently under indictment in Nevada for felony robo-signing;  
20 the Nevada AG filed suit on 12/15/2011 against LPS for “pattern and practice of falsifying, forging  
and/or fraudulently executing foreclosure related documents.” *State of Nevada v. Lender Processing  
Services, Inc., et. al*, Case No. A-11-653289-B, Dept. No. XI, U.S. Dist. Court, Clark Cnty., Nevada.

21 <sup>40</sup> e.g. September 1, 2011 LSI, in submitting its Escrow Rates to the Arizona Department of Financial  
22 Institutions, listed its address as **5 Peters Canyon Rd. Ste 200, Irvine, CA 92606** [This is the address  
of LPS], where it does not legally exist.

23 <sup>41</sup> See March 11, 2009 Declaration (under penalty of perjury) of Gary Finnell, *Gildea v. LSI Title  
Agency, Inc., et al*, Case # 10-2-43592-1SEA, King Cnty. Sup. Ct., containing multiple  
misrepresentations of fact.

- 1
- 2 (c) LSI Title Agency, Inc. is not registered as a dba in Orange County, CA (they
- 3 have claimed at least two addresses in that county, including that currently
- 4 (d) LSI Title Agency, Inc. is not registered with the Washington Employment
- 5 Security Department, and hence has no legal employees. Having no legal
- 6 presence whatever in California it is reasonable to assume that LSI Title
- 7 Agency, Inc. has no California employees either, and pays no taxes there.
- 8 (e) To be licensed as a Title Insurance Agency in Washington, it is required that
- 9 an applicant "Maintains a lawfully established place of business in its home
- 10 state and holds a corresponding license issued by the state of its principal place
- 11 of business[.]" RCW 48.17.173(3)(b). In their initial application to the Office
- 12 of the Insurance Commissioner ("OIC")<sup>42</sup>, LSI represented itself as being a
- 13 licensed title insurance agent in the State of Illinois.
- 14 (i) Illinois does not license title insurance agents.
- 15 (ii) On December 5, 2008 LSI emailed the OIC to change its principal
- 16 place of business from Santa Ana, CA (where they did not legally exist
- 17 and were not licensed to sell title insurance – see above) to an address
- 18 in Illinois that is in fact the Chicago address of CT Corporation.
- 19 (f) On December 11, 2010 LSI applied to the OIC for, and was granted, "Resident
- 20 Title Insurance Agency" status in Washington. LSI has no physical presence
- 21 in this state. RCW 40.16.030 (offering false instruments for filing or record).
- 22 (g) LSI Title Agency, Inc. has also filed false documents with other states
- 23 fraudulently proclaiming its status. (See footnote 40 above).

11.6 On February 11, 2011 Plaintiff filed a complaint<sup>43</sup> with the OIC against LSI  
Title Agency, Inc. charging both abuse of insurance licensing statutes and violations of RCW  
61.24 et seq. A copy of the complaint was forwarded to the Office of The Attorney General  
("OAG").

<sup>42</sup> All references herein to materials submitted by LSI to the OIC are contained in Certified OIC  
Records, file #3914 *robertson.BATES 1-90\_REDACTED.pdf*.

<sup>43</sup> OIC Case Number 1048121



1           **11.7** On April 6, 2011 Attorney General Rob McKenna published and sent to  
2 companies acting as deed of trust trustees in Washington a letter<sup>44</sup> stating, “[N]on-judicial  
3 foreclosure sales may not occur unless the foreclosing trustee has a bona fide physical  
4 location in Washington with a phone line.”

5           **11.8** LSI ignored the warning of the Attorney General (¶ 11.7 above ) and despite  
6 having no Washington presence continued foreclosures through November of 2011.

7           **11.9** On May 20, 2011 the OIC wrote Plaintiff in response to his complaint (see ¶  
8 11.6), “It appears **LSI Title Agency, Inc.** did violate one or more provisions of Washington’s  
9 Insurance Code. As such, this matter will be reviewed by an OIC attorney in the Legal  
10 Affairs Division for possible disciplinary action.”

11           **11.10** The OIC announced in a January 5, 2012 Press Release<sup>45</sup> that LSI was fined  
12 “for failing to maintain a place of business accessible to the public in Washington.”

13           **11.11** Since May 6, 2011 (30 days following the AG’s *Trustee Letter #2*), LSI has  
14 filed at least 942 documents with the King County Recorder including appointments as  
15 Successor Trustee<sup>46</sup>, many listing a California address (see footnote 40) where LSI is not a  
16 registered business nor a legal trustee under the WDTA. LSI also has filed name variations,  
17 including “LSI Title Company”<sup>47</sup> appearing in 32 instruments in King County Records; that  
18 entity is not registered to do business in Washington or with the OIC. All filings with King  
19 County in 2012 have been indexed as simply “LSI Title.”

20 \_\_\_\_\_  
21 <sup>44</sup> OAG Letter to Trustees of April 6, 2011 was dubbed “Trustee Letter 2”

22 <sup>45</sup> <http://www.insurance.wa.gov/news/2012/1-05-2012.shtml>

23 <sup>46</sup> See, e.g., King County Recorder #20120403002189

<sup>47</sup> See, e.g., King County Recorder #20111109001821

1       **11.12** None of the Notice(s) of Trustee's Sale(s) issued by **LSI** against the Property  
2 comply with the mandatory and material prerequisites of trustee's sales established by RCW  
3 61.24.030(6) (no presence in Washington); § (7)(a),(b) (failing duty of proof that Beneficiary  
4 is owner of note) and § (8) (failure to mail Notice of Default to Plaintiff under his status as  
5 successor to grantor<sup>48</sup>).

6       **11.13** The February 17, 2010 *Appointment of Successor Trustee* purportedly  
7 Recorded by **RFREH** in the King County Official Records to appoint **LSI** as Successor  
8 Trustee under the Nicholls DOT is legally defective. (See ¶¶ 5.58, 5.59, 11.14).

9       **11.14** **RFREH**'s purported acquisition of the Nicholls Note and Deed of Trust on  
10 July 28, 2010 occurred five months after **RFREH** purportedly executed the February 16, 2010  
11 appointment of **LSI** as successor trustee, rendering every act and omission of **LSI** as trustee  
12 illegal, and wrongful in every particular. RCW 64.04.010, 020; RCW 61.24.005(2); RCW  
13 61.24.010(2).

14       **11.15** Additionally, through the following practices in complicity with Defendant  
15 **ETS** and one or more of the other Defendants herein, **LSI** created and creates the false  
16 appearance that it is authorized and qualified to act as a trustee under Deeds of Trust in the  
17 state of Washington:

- 18           (a) Fraudulently and deceptively creating the false appearance that it maintains a  
19 street address in the state of Washington, a physical presence at such street  
20 address, and telephone service at such street address;  
21

22  
23       <sup>48</sup> RCW 61.24.005(7) – definition of "Grantor" includes "successor."

- 1 (b) Setting forth sham street addresses and telephone numbers in its notices of  
2 default that are transmitted to the borrower and grantor;
- 3 (c) Setting forth sham street addresses and telephone numbers in its Notices of  
4 Trustee's Sale that are transmitted to the borrower, to the grantor, to other  
5 interested parties, and published in newspapers of general circulation in  
6 various counties in the state of Washington.
- 7 (d) The address of 1111 Main St., #200, Vancouver, WA 98660 which is stated as  
8 LSI's address in the *Appointment of Successor Trustee* Recorded 02/17/2010  
9 (See ¶ 5.58, 5.59 above), and *Notice of Trustee's Sale* Recorded 03/23/2010  
10 (See ¶ 5.60) is a sham, phantom, fraudulent, and false address at which LSI did  
11 not maintain any physical presence or telephone service.
- 12 (e) The *Appointment of Successor Trustee* Recorded 02/17/2010 (see (d) above)  
13 falsely states that LSI is "a corporation formed under RCW 61.24, whose  
14 address is...[(d) above]". No Washington corporations are formed under any  
15 provision of the WDTA (See ¶ 10.2 for ETS tie-in).
- 16 (f) The address of 13920 SE Eastgate Way, Ste. 115, Bellevue, WA 98005 which  
17 is stated as LSI's address in the *Notice of Trustee's Sale* Recorded 12/22/2010  
18 (See ¶ 5.69 above), is a sham, phantom, fraudulent, and false address at which  
19 LSI does not and did not maintain any physical presence or telephone service.
- 20 (g) Recording, or authorizing to be Recorded, the above and other false  
21 information described herein for public record. RCW 40.16.030.
- 22

23 **11.16** LSI engaged and engages in the foregoing and other activities in order to

1 masquerade itself as a legitimate trustee to the injury and damage of Washington property  
2 owners in nonjudicial foreclosures of their homesteads, residences, and other types of real  
3 property. Injuries and damages to Plaintiff are in an amount to be proven at trial. (See ¶ 18.4  
4 below for Defendants' assigned liabilities. See also ¶ 18.5 punitive damages under CA Civil  
5 Code § 3294).

6  
7 **XII. SEVENTH CAUSE OF ACTION**  
8 **DECEPTION, MISREPRESENTATION, FRAUD,**  
9 **AGAINST DEFENDANT EXECUTIVE TRUSTEE SERVICES, LLC**

10 **12.1** All allegations set forth above are re-alleged as if fully set forth herein.

11 **12.2** Upon information and belief, Defendant **Executive Trustee Services, LLC,**  
12 **(ETS)** is a wholly owned subsidiary of Defendant **GMAC** and functions as a "foreclosure  
13 mill" to process foreclosures for **GMAC** companies. (See footnote 5). ETS' "services"  
14 apparently encompass wearing of all hats, including:

- 15 (a) Usurping the role of Beneficiary through unilaterally issuing foreclosure  
16 directives with no authority from a valid deed of trust Beneficiary or trustee;  
17 (b) Usurping the trustee's function of making the critical decisions that are  
18 reserved by law to the authorized and qualified trustee, including refusal to  
19 stop a foreclosure that they knew to be unlawful (See ¶ 5.34 – 5.36, 5.48  
20 above), while failing to meet the WDTA requirements to act as a trustee.  
21 RCW 61.24 et. seq., including 61.24.020 ("No person, corporation or  
22 association may be both trustee and beneficiary under the same deed of  
23 trust"), and having no Washington address or telephone.  
(c) Upon information and belief, drafting the legal instruments for the

1 processing of nonjudicial foreclosures in the state of Washington in the name  
2 of nominal though essentially phantom Beneficiaries and deed of trust  
3 trustees (e.g. see ¶¶ 10.2, 11.15(e) and 16.7);<sup>49</sup>

4 (d) Usurping the trustee's role as the decision maker or intermediary between  
5 borrower and Beneficiary in every phase of the nonjudicial foreclosure  
6 process.

7 (e) Directing in cover sheet accompanying Notice(s) of Foreclosure/Notice(s) of  
8 Trustee's Sale(s) (See e.g. ¶ 5.60) mailed to interested parties, that payments  
9 are to be sent to ETS, when no authority for such payment is evidenced.

10 **12.3** Upon information and belief, ETS created, mailed, served, filed with King  
11 County Recorder, published and is responsible for the content of all Recorded instruments  
12 bearing the names of LSI and First American described herein. All Recorded instruments so  
13 drafted contained the following directive in the upper left corner of the first page:

14 "And When Recorded Mail To:  
15 Executive Trustee Services, LLC  
16 [California address]"

17 **12.4** The above described acts and omissions of ETS are contrary to and in material  
18 and gross violation of the WDTA and demonstrate willful conspiracy in the unlawful and  
19 criminal acts herein described, all to Plaintiff's injury and damage in an amount to be proven  
20 at trial. (See ¶ 18.4 below for Defendants' assigned liabilities. See also ¶ 18.5 punitive  
21 damages under CA Civil Code Code § 3294).

22 <sup>49</sup> The practice of law includes the selection and completion of legal instruments by which legal rights  
23 and obligations are established. *Perkins v. CTX Mortgage Co.*, 137 Wn.2d 93, 97(Jan. 1999), citing  
*Washington State Bar Ass'n v. Great W. Union Fed. Sav. & Loan Ass'n*, 91 Wn.2d 48, 54-55, 586 P.2d  
870 (1978).

**XIII. EIGHTH CAUSE OF ACTION  
AS AGAINST DEFENDANT RFREH  
(IN CONSPIRACY WITH GMAC GROUP AND LSI)  
FRAUD, DECEPTION AND MISREPRESENTATION**

**13.1** All allegations set forth above are re-alleged as if fully set forth herein.

**13.2** The *Notice of Trustee's Sale* Recorded on 03/23/2010 by **RFREH** (See ¶ 5.60) recites as follows regarding the Nicholls DOT:

“...beneficial interest in which was assigned by OLD KENT MORTGAGE COMPANY DBA NATIONAL PACIFIC MORTGAGE to RESIDENTIAL FUNDING REAL ESTATE HOLDINGS, LLC.”

Old Kent ceased to exist in 2002. **RFREH** did not come into existence until 2009. Such assignment is impossible. RCW 64.04.010, 020.

**13.3** **RFREH** does not qualify as Beneficiary of the Nicholls DOT, and therefore has no authority or standing to appoint a trustee, exert control, or direct that nonjudicial foreclosure proceedings or other adverse action be taken against the Property. RCW 61.24.005(2); RCW 61.24.010(2), RCW 61.24.030.

**13.4** **RFREH's** purported acquisition of the Nicholls Note and Deed of Trust on July 28, 2010 (See ¶ 5.66 – 5.68) occurred five months after **RFREH** executed the February 16, 2010 appointment of **LSI** as successor trustee.

**13.5** **RFREH's** nonjudicial foreclosure proceedings (¶ 5.60, 5.69 above) were conducted in concert with the rest of **GMAC Group** and **LSI** and were, in substance, an attempt to steal the Property presently valued between \$100,000 to \$140,000<sup>50</sup> through fraud, deceit, deceptive practices, complicity in theft of property for sale to others and criminal

<sup>50</sup> Present value as estimated by John Bauer of Zip Realty. See also property tax evaluations.

1 conspiracy; and/or to exert extortionate pressure on Plaintiff to pay an inflated amount to  
2 which RFREH has no rightful claim; all to Plaintiff's injury and damage in an amount to be  
3 proven at trial. (See ¶ 18.4 below for Defendants' assigned liabilities. See also ¶ 18.6 request  
4 for punitive damages under Pennsylvania law).

5  
6 **XIV. NINTH CAUSE OF ACTION**  
7 **AS AGAINST GMAC**  
8 **FRAUD, DECEPTION AND MISREPRESENTATION**

9 **14.1** All allegations set forth above are re-alleged as if fully set forth herein.

10 **14.2** Upon information and belief, GMAC has served as either a "Master Servicer"  
11 or "Submaster Servicer" with regard to the Nicholls Note and DOT.

12 **14.3** On March 12, 2012 the Office of Inspector General, U.S. Department of  
13 Housing and Urban Development ("OIG") issued a scathing *Memorandum of Review* of Ally  
14 Financial Inc.'s (GMAC'S parent corporation) Fort Washington, PA facility practices relating  
15 to foreclosures. The OIG noted Ally's refusal to cooperate with the investigation or to permit  
16 interviews with employees, which after subpoena claimed Fifth Amendment rights under  
17 attorney representation. "The team leader of Ally's foreclosure department testified that he  
18 and other affiants did not sign documents in front of a notary."<sup>51</sup> Notary violations were  
19 referred to the Secretary of the Commonwealth of Pennsylvania. On April 4, 2012 Defendant  
20 GMAC and Ally Financial, Inc., entered into a Consent Judgment<sup>52</sup> with 49 state attorneys  
21 general, including Washington, for unlawful mortgage handling procedures including  
22 foreclosures, and "among other laws, the Unfair and Deceptive Acts and Practices laws of the

23 <sup>51</sup> *OIG Memorandum of Review*, at 5

<sup>52</sup> *United States v. Bank of America Corp. et. al*, No. 12 0361, US Dist. Ct., DC (April 4, 2012)

1 Plaintiff States, the False Claims Act, the Financial Institutions Reform, Recovery, and  
2 Enforcement Act of 1989, the Servicemembers Civil Relief Act, and the Bankruptcy Code  
3 and Federal Rules of Bankruptcy.” GMAC has been sanctioned by courts in Florida and  
4 Maine<sup>53</sup> for falsifying foreclosure documents.

5       **14.4** Upon information and belief, Plaintiff alleges that Defendant GMAC either  
6 directly or through its wholly owned subsidiary ETS is in control of most or all material  
7 decisions and has ordered all actions by Defendants described herein regarding the Property  
8 and the Nicholls Note and Deed of Trust.

9       **14.5** Upon information and belief, Plaintiff alleges that GMAC has orchestrated the  
10 activities of the other Defendants regarding the Property in efforts to intimidate Plaintiff into  
11 submission, i.e. by requiring Plaintiff to pay them everything they demand on pain of losing  
12 the Property to an unlawful trustee’s sale or having the Property clouded indefinitely through  
13 the recordation of invalid instruments in the Official Public Records of King County.

14       **14.6** GMAC’s actions and omissions have been a proximate cause of Plaintiff’s  
15 injuries and damages indicated herein in an amount to be proven at trial. (See ¶ 18.4 below  
16 for Defendants’ assigned liabilities. See also ¶ 18.6 request for punitive damages under  
17 Pennsylvania law).

18  
19                               **XV. TENTH CAUSE OF ACTION**  
20                               **AS AGAINST ALL DEFENDANTS UNDER RCW 9A.82 et seq.**  
21                               **“LITTLE RICO”**

22       **15.1** All allegations set forth above are re-alleged as if fully set forth herein.

23       <sup>53</sup> *TCIF REO2, LLC v. Leibowitz, as Trustee, et al.*, No. 16-2004-CA-4835, Circuit Ct. 4D, Duvall  
Cnty., FL (May 2006); *James v. U.S. Nat. Bank & GMAC*, No. 2:09-cv-84-JHR, U.S. Dist. Ct. Maine  
(Feb. 2011).



- 1       **15.2** Defendants' have engaged in a pattern and practice of willful conspiratorial,  
2 deceptive, unconscionable acts, in violation of RCW 19.82 et seq., including
- 3           (a) use of deception with the intent of misleading debtors and property owners at  
4           their most vulnerable time (the definition of "profiteering"), as well as  
5           potential buyers of foreclosed properties, Washington State regulators and the  
6           public at large, and
- 7           (b) upon which those persons justifiably relied;
- 8           (c) recording of fraudulent and false instruments affecting real property titles  
9           thereby impairing the stability of Washington land titles;
- 10          (d) circumvention of WDTA procedures to exert control over realty without valid  
11          authority and thereby accomplish theft through nonjudicial foreclosure sale of  
12          Washington resident's residential real property;
- 13          (d) adding of unjust fees and interest to amounts alleged as due which are  
14          purportedly secured by deeds of trust;
- 15          (e) employing extortionate means to extract payments from property owners  
16          including Plaintiff (See ¶ 15.4).
- 17          (f) submitting and/or attempt to submit unlawful credit bids at Trustee Sales  
18          where "creditor" in fact held no ownership in underlying debt or interest in  
19          property. i.e. theft.
- 20          (g) reselling and/or intent to resell unlawfully obtained (stolen) real property.

21       **Acts and omissions described herein which are charged under**  
22       **RCW 9A.82 et seq. Criminal Profiteering statutes (felonies in bold):**

- 23       **15.3** Conspiring to conduct Trustee's Sales of the Property without authority,

1 including no ownership of the underlying Note or legal interest in Deed of Trust: **GMAC**  
2 **GROUP, LSI, First American, Conspirators: RFC-LLC, Homecomings:** (See ¶¶ 5.7, 5.21  
3 – 5.48, 5.58 - 5.69, 6.3 - 6.13, 10.2 - 10.6, 11.2 - 11.16, 12.2 – 12.4, 13.2 – 13.5, 14.4, Exhibit  
4 C): (felonies in bold) **RCW 9A.56.030** (Theft in the first degree); **RCW 9A.82.055** (theft of  
5 property for sale to others); **RCW 10.58.040** (intent to defraud); **RCW 9A.28.020(1)**  
6 (complicity in criminal attempt); **RCW 9A.82.050** (Trafficking in stolen property in the first  
7 degree); **RCW 9A.82.080** (controlling enterprise or realty); **RCW 9A.82.080(3)(a)**  
8 (conspiracy to control realty). **RCW 9A.08.010** (culpability defined). **RCW 9A.28.040**  
9 (criminal conspiracy).

10 **15.4** Using extortionate means to extract payments to parties not entitled to receive  
11 them, including inflated amounts:

12 (a) **GMAC, Chase, RFREH, ETS, First American, LSI, Homecomings, and RFC-**  
13 **LLC (Conspirator):** See ¶¶ 5.21-5.56, 6.8(b), 6.10 – 6.13, 9.1 - 9.5, 10.6, 11.12,  
14 11.16, 11.17, 12.2(e), 12.4, 13.5, 14.4;

15 (b) **ETS, GMAC, First American:** refusal to stop unlawful trustee's sale (tool for  
16 theft and/or extortion): See ¶¶ 5.34-36, 5.46-48.

17 (c) **GMAC, RFREH, ETS, First American, LSI, Bank One, Homecomings:**

18 Leaving Recorded *Notice of Trustee's Sales* on property record when sales had  
19 been "cancelled" as a tool of extortion: See ¶¶ 5.51-5.56, 14.5-14.6. **RCW**  
20 **4.28.328** (also actionable for proximate injuries/damages).

21 **RCW 9A.56.130** (Extortion); **RCW 9A.82.040** (use of extortionate means); **RCW 10.58.040**  
22 (intent to defraud); **RCW 9A.28.020(1)** (complicity in criminal attempt).

23 **15.5** Forgery: **RFREH, GMAC:** See ¶¶ 5.66-5.68 (also 13.2). **RCW 9A.60.020**

1 (Forgery); **RCW 9A.60.040** (criminal impersonation).

2       **15.6** False, Fraudulent and forged instruments have been filed with the King County  
3 Recorder naming **RFREH, Bank One, Chase, Bank of NY, First American** and **LSI** as  
4 having interests in the Property: **ETS, LSI, First American, Chase, RFREH, RFCorp,**  
5 **RFC-LLC, GMAC** (master conspirator), **Homecomings** (conspirator): See ¶ 10.2, 13.3,  
6 11.15, Exhibit C ¶¶ 4.2a – 4.13a and additional references to Recorded documents herein  
7 described. **RCW 40.16.030** (offering false instrument for filing or record); **RCW 61.24.010,**  
8 **RCW 64.04.020** (real estate statute of frauds); **RCW 9.38.020** (false representations  
9 concerning title); **RCW 64.08.020** (Out of state certification requirements – see also statutes  
10 of states where acknowledgements were executed); **9A.60.050** (false certification); **RCW**  
11 **9A.60.010(4)** (falsely making an instrument); Deeds must be drafted by a licensed attorney  
12 (See footnote 49 and **RCW 19.16.250(5)**); **RCW 9A.08.020** (complicity).

13       **15.7** Plaintiff and a substantial percentage of the residents of Washington have  
14 suffered damages proximately caused by Defendants' acts and omissions stated herein  
15 under Little RICO charges, including

- 16           (a) Diminishment of property values both directly and indirectly;
- 17           (b) Degradation of surrounding neighborhood aesthetics, and creating nuisances.
- 18           (c) Damage to the public perception and reputation of those victimized,
- 19               including humiliation;
- 20           (d) Damages, actual and perceived to the integrity of the WDTA system;
- 21           (e) Damage to the integrity of Washington's system of law.
- 22           (f) Plaintiff has further directly incurred costs of attempting to resolve issues
- 23               herein, including substantial out-of-pocket expense, loss of time, attorney

1 fees, research, and prosecuting this action in defense of his property in  
2 amounts to be proven at trial.

3 (g) Plaintiff is also entitled to treble damages at the discretion of the court  
4 under RCW 9A.82.100(4)(d), and attorney fees.

5 (h) See ¶ 18.4 below for Defendants' assigned liabilities.

6 **XVI. ELEVENTH CAUSE OF ACTION**  
7 **CHARGES AGAINST ALL DEFENDANTS AS CONSPIRATORS**  
8 **UNDER RCW 19.82 et seq.**  
9 **CONSUMER PROTECTION ACT**

10 **16.1** All allegations set forth above are re-alleged as if fully set forth herein.

11 **16.2** Defendants have engaged in unfair acts and practices regarding residential real  
12 estate mortgages and marketing of properties to and from consumers, which have seriously  
13 impacted the public interest through:

14 (a) Use of names of banks who hold no interest, identified only "as trustee"s,  
15 where no legal Beneficiary is named in violation of RCW 62A.3 et seq., RCW  
16 61.24.005(2), RCW 61.24.030(7)(a), (8)(l); RCW 61.24.040(2);

17 (b) Asserting claims that the *transfer* of negotiable instruments may be  
18 accomplished through recordation of an Assignment of Deed of Trust, and  
19 acting and attempting to act on such claims through pursuing unlawful  
20 foreclosures. RCW 62A.3-201, 203;

21 (c) Use of phantom, straw-man trustees, which perform no function in the  
22 foreclosure process other than lending their name to entities such as ETS, who  
23 are a wholly owned arm of the foreclosing servicer, such as GMAC, which  
effectively nullifies the protective intermediary role of the "impartial" trustee

1 established by the WDTA;

2 (d) Publishing false information as to how such trustees may be contacted;

3 (e) Recording of bogus Assignments of deeds of trust;

4 (f) Recording bogus appointments of Successor Trustees; and

5 (g) Recording bogus Notices of Trustee's Sales (wrongful foreclosures) based  
6 upon these misrepresentations. RCW 19.86.020:

7 (h) Issuing and recording invalid deeds (when the power to grant a deed has been  
8 obtained through fraudulent means, any deed so granted is invalid), e.g. LSI  
9 (See Section XI above), seriously impacting stability of land titles.

10 **16.3** Fraudulent misrepresentation and intentional deception is charged under the  
11 Washington Consumer Protection Act, RCW 19.86 et seq. against the following Defendants  
12 which includes the following examples herein stated:

13 (a) **Homecomings:** See See ¶¶ 5.8 - 5.20, 5.38-5.39, 9.3 - 9.5;

14 (b) **ETS:** See ¶¶ 5.24, 5.32- 5.36, 5.46-5.48, 5.57-5.62, 5.69, 10.2-10.6, 11.12-  
15 11.15, 13.1-13.4, 15.3, & 15.6 (conspirator), Exhibit C ¶ 4.12(a);

16 (c) **GMAC:** See ¶¶ 5.24-5.25, 5.35-5.36, 5.50 -5.56, 5.66 -5.68, 6.7- 6.9, 14.2-  
17 14.4, Exhibit C ¶ 4.3(a);

18 (d) **First American:** See ¶¶ 5.23, 5.30 - 5.33, 5.40, 5.46, 5.59 -5.62, 6.12, 10.1-  
19 10.6, 15.3, 15.6, Exhibit C ¶ 4.11(a);

20 (e) **LSI:** See ¶¶ 5.69, 10.4 - 10.5 (same legal basis), 11.1-11.16, 15.3, 15.6,  
21 Exhibit C ¶ 4.13(a);

22 (f) **Chase:** See ¶¶ 5.66 - 5.68, 6.9 (regarding claim to be beneficiary), 6.12,  
23 Exhibit C ¶ 4.8(a);

(g) **RFREH:** See ¶¶ 5.58, 5.59, 5.60, 5.66 - 5.68, 6.9(c)-6.12, 13.1 - 13.5, 15.3,  
15.6, Exhibit C ¶ 4.4(a),(b);

1 (h) **RFCorp**: See ¶ 15.6, Exhibit C ¶ 4.6(a) (unsubstantiated claim of Attorney In  
2 Fact);

3 (i) **RFC-LLC**: See ¶ 15.6, Exhibit C ¶ 4.5(a) (unsubstantiated claim of Attorney  
4 In Fact),

5 **16.4 Fraudulent Withholding of Information which Defendant had a duty to**  
6 **disclose.**<sup>54</sup> Despite repeated requests, including those described herein, no Defendant or any  
7 representative thereof has ever provided the October 2008 pay-off amount on the Nicholls  
8 Note or produced any evidence of ownership thereof, or been willing to exhibit any valid  
9 authority for their actions.

10 (a) **Homecomings**: See ¶¶ 5.8 - 5.20, 5.21, 5.38-5.39,

11 (b) **ETS**: See ¶¶ 5.21, 5.24 - 5.27, 5.34-5.36, 5.38-5.39, 5.46, 5.57, 5.61-5.62

12 (c) **GMAC**: See ¶¶ 5.36, 5.53-5.56, 6.7

13 (d) **First American**: See ¶¶ 5.23, 5.30-5.31, 5.46, 5.57, 5.61-5.62, 10.3-10.5

14 (e) **Chase**: See ¶¶ 5.43 - 5.45

15 **16.5 Homecomings** Refusal of Tender of Payoff to generate profits & servicing  
16 fees: See 5.9-5.21. RCW 62A.3-603.

17 **16.6 Robo-signing**: Virtually every instrument, in which Defendants are named,  
18 Recorded as against the Property, is false, fraudulent and/or invalid. Where not already  
19 indicated herein, Plaintiff's Exhibit D "Index to Property Records", to be presented at trial,  
20 will itemize each of these defects, which include but are not limited to violations itemized in  
21 ¶ 15.6 above and elsewhere in this Complaint.

22 **16.7 All Notice's of Trustee Sale** drafted and filed against the Property have stated,  
23 "THIS IS AN ATTEMPT TO COLLECT A DEBT..." Because **All Defendants**, and **First**

<sup>54</sup> See RESTATEMENT (SECOND) OF TORTS § 551 (1977).

1 American and LSI in particular as phantom straw-man trustees of a deed of trust, lacked the  
2 power of sale under Washington law, their actions herein described are not excluded from the  
3 definition of "debt collection" under RCW 19.16.100(4), and are within the deceptive debt  
4 collection provisions of RCW 19.16 et seq., including, especially regarding ETS, RCW  
5 19.16.250(5) (practice of law in the drafting of instruments). See ¶ 12.2(c).

6 16.8 Violations of debt collection statutes are per se violations of the CPA<sup>55</sup>.

7 16.9 Plaintiff has suffered injuries and damages proximately resulting from the  
8 above enumerated acts and is entitled to compensation therefor, including

9 (a) Clouding and destabilization of title to Plaintiff's Property and others  
10 thereby diminishing Property's value;

11 (b) Loss of use of the Property including lost revenue from sale, rental and/or  
12 development.

13 (c) Pecuniary losses occasioned by inconvenience, including losses from forced  
14 liquidation of securities and cost of loan (See ¶ 5.12), to tender full payoff  
15 to a rightful claimant;

16 (d) Loss of appreciating value of securities liquidated: securities present value  
17 less sale price (or in the alternate *losses x 1/year*), in amounts to be proven  
18 at trial;

19 (e) Tax consequences as result of awards;

20 (f) Treble damages allowable under RCW 19.86.090; and

21 (f) Attorney fees. (See ¶ 18.4 below for Defendants' assigned liabilities).

22 **XVII. TWELFTH CAUSE OF ACTION**  
23 **INFLECTION OF EMOTIONAL DISTRESS**  
**AGAINST SPECIFIED DEFENDANTS, ALL DEFENDANTS THROUGH**  
**CONSPIRACY**

17.1 All allegations set forth above are re-alleged as if fully set forth herein.

<sup>55</sup> *Panag v. Farmers Ins. Co. of Wash.*, 166 Wn.2d 27, (April 2, 2009).

1       **17.2** Intentional Infliction of Emotional Distress. The conduct of Defendants  
2 **GMAC, Homecomings, RFREH, RFCorp/RFC-LLC (as one entity), First American, LSI**  
3 and **ETS** as set out above was outrageous, sounds in intentional tort, and constitutes  
4 intentional infliction of emotional distress.

5       **17.3** Negligent Infliction of Emotional Distress. Alternatively, the conduct of  
6 Defendants **GMAC, Homecomings, RFREH, RFCorp/ RFC-LLC (as one entity), First**  
7 **American, LSI** and **ETS** as set out above was negligent insofar as said Defendants failed to  
8 take reasonable care to avoid causing Plaintiff's emotional distress and caused Plaintiff  
9 emotional distress.

10       **17.4** The Plaintiff's emotional distress was, and is, manifested by objective and/or  
11 physical symptoms.

12       **17.5** See ¶ 19.1(9) for computation of award, and ¶18.4 for assigned liabilities of  
13 each Defendant.

## 14 15 **XVIII. INJURIES/DAMAGES**

16       **18.1** All allegations set forth above are re-alleged as if fully set forth herein.

17       **18.2** Plaintiff is entitled to compensation in amounts to be proven at trial.

18       **18.3** At time of filing of this Complaint conservatively estimated total monetary  
19 compensation for injuries, damages, and adverse tax consequences, not including ¶ 18.5 or  
20 ¶ 18.6 below, costs or attorney fees, is \$1,166,096.00.

21       **18.4** Whereas Defendants as identified herein shared responsibility in measure for  
22 Plaintiff's injuries, damages, costs and fees as indicated, Plaintiff has assigned proportional  
23 liability of awards by this court, except where otherwise confined to individual Defendants, in



the following percentages, subject to the wisdom of the Court:

<u>PERCENTAGE OF LIABILITY</u>	<u>PRILIMINARY ESTIMATES BASED UPON ¶ 18.3</u>
• <b>GMAC</b> ..... 20%	\$233,219
• <b>First American</b> ..... 10%	\$116,610
• <b>ETS</b> ..... 15%	\$174,914
• <b>RFREH</b> ..... 10%	\$116,610
• <b>RFCorp/RFC-LLC</b> ..... 10%	\$116,610
• <b>Homecomings</b> ..... 10%	\$116,610
• <b>LSI</b> ..... 15%	\$174,914
• <b>Chase</b> ..... 10%	\$116,610
• <b>Bank One</b> ..... 0%	0
• <b>BNY</b> ..... 0%	0

**18.5** Because of the willful, egregious and systemic nature of actions described herein by Defendants **LSI** and **ETS**, done in California, Plaintiff requests an appropriate award of punitive damages<sup>56</sup> against each of these Defendants under California Civil Code § 3294.

**18.6** Because of the willful and egregious and systematic nature<sup>57</sup> of the forging of documents, and in particular Assignment of Deed of Trust, Recorded 08/12/2010 (See ¶ 5.66 – 5.68), done for the benefit of **RFREH** by and under the direction of **GMAC**, at Ft. Washington, Pennsylvania, Plaintiff requests an appropriate award of punitive damages against **GMAC** and **RFREH** under Pennsylvania law.

<sup>56</sup> See *Singh v. Edwards Lifesciences Corp.*, 151 Wn. App. 137 (July 6, 2009) (“The conduct that serves as the basis of the punitive damage award here occurred in California and that state has an interest in deterring its corporations from engaging in such fraudulent conduct.”).

<sup>57</sup> Plaintiff will produce at trial additional forgeries from this source.

**XIX. RELIEF REQUESTED**

**WHEREFORE**, Plaintiff prays for relief against Defendants and each of them as follows:

**19.1** For declaratory relief consistent with the pleadings herein, including but not limited to declarations that -

- (1) Defendants have violated the laws of the State of Washington in their efforts to hold foreclosure sales of the Property;
- (2) Defendants are not entitled to conduct a Foreclosure sale of the Property;
- (3) The Nicholls DOT is and should be declared void, invalid, and of no further force or effect as a lien against the Property records on the basis of:
  - (a) Nicholls DOT was void ab initio (See ¶ 5.7)
  - (b) No Defendant, person, or entity, known or unknown, has any valid perfected interest in the Nicholls DOT as against Plaintiff as a purchaser for value in good faith. Chapter 62A.9A RCW, RCW 65.08.070;
  - (b) Defendants' refusal to accept Plaintiff's tender of payment to a verifiably rightful owner of the Nicholls Note;
  - (c) Defendants' failure to identify any verifiably rightful owner of the debt purportedly secured by the Nicholls DOT;
  - (d) That through assignments where there was no valid Beneficiary, the Nicholls DOT has become bifurcated<sup>58</sup> from Nicholls Note (if the latter exists), rendering it void;
- (4) That **LSI Title Agency, Inc.** and/or any renamed but substantially identical substituted entity be enjoined from doing business in the State of Washington, under RCW 9A.08.030(5), RCW 9A.82.100(2) and(4)(c), and

<sup>58</sup> When a deed of trust is bifurcated from its note, the security becomes unenforceable, and the note must go on its way unsecured. *Bellistri v. Ocwen Loan Servicing, LLC*, 284 S.W.3d 619, 623 (Mo. App. 2009).

(RCW 19.86.080(1) and (2), for gross violations of the RCW, OIC Regulations and fraudulent misrepresentations to Plaintiff, the OIC, the State and the citizens of Washington and California, and it be recommended by this court to the Washington Attorney General that LSI be criminally prosecuted for crimes herein described.

(5) That judgment be entered against the Defendants awarding Plaintiff money damages and recompense for financial injuries and damages based on the facts and causes of action alleged herein in an amount to be proven at the time of trial;

(6) That this court award treble damages against **Homecomings** and/or the proven culpable Defendant, for injuries proximately caused by unlawful trespass and possession of the Property, in an amount to be determined at trial, pursuant to RCW 4.24.630, together with the surrender of all keys to the Property;

(7) That this court award damages resulting from Defendants' violations of Chapter 9A.82 RCW ("Little RICO") as indicated herein, in an amount to be determined at trial, including treble damages as permitted based upon damages charged thereunder, plus costs of investigation, other costs and attorneys' fees as provided by statute;

(8) That this Court award all such relief to Plaintiff as he may be entitled to under the Washington Consumer Protection Act, including treble damages as permitted, based upon injuries and damages resulting from acts and omissions charged thereunder, and attorney fees as provide by statute.

- 1 (9) That this Court award damages as against Defendants **GMAC, Homecomings,**  
2 **RFREH, RFCorp/ RFC-LLC (as one entity), First American, LSI and**  
3 **ETS** for Infliction of Emotional Distress and loss of enjoyment of life, in an  
4 amount equal to double the total of all monetary damages and injuries awarded  
5 by the Court under the above bases;
- 6 (10) That Plaintiff be recompensed for attorneys' fees and costs allowed by equity,  
7 contract, statutes and/or court rules;
- 8 (11) For a permanent injunction under RCW 7.40.010 enjoining any future  
9 foreclosure proceedings by any of the Defendants, their agents,  
10 successors, or assigns based upon the Nicholls note and Deed of Trust;
- 11 (12) For judgment under Chapter 7.28 RCW removing the cloud on Plaintiff's title  
12 of all invalid Recorded documents referencing the Nicholls DOT, all said  
13 Defendants' claims as against the Property, and quieting title in Plaintiff, and  
14 that the Defendants be forever barred from having or asserting any right,  
15 title, estate, lien, power or interest in or to the Property herein described  
16 tracing from the Nicholls Note or DOT;
- 17 (13) That this court award punitive damages against **LSI and ETS** under Cal. Civ.  
18 Code § 3294. See ¶ 18.5;
- 19 (14) That this Court award punitive damages as against **GMAC and RFREH** under  
20 Pennsylvania law. See ¶ 18.6;
- 21 (15) That this court award compensation for tax consequences for Plaintiff as  
22 shall result from injuries/damages awards from this action;
- 23 (16) That this Court award such other damages and compensation for injury as may

1 be awardable to Plaintiff by statute or common law, and for such further just  
2 and equitable relief to Plaintiff as the Court shall deem just and proper.

3 **XX. ATTORNEY FEES**

4 **20.1** The Nicholls DOT contains a provision for award of attorney fees.

5 **20.2** Plaintiff will be entitled to an award of attorney fees against Defendants as  
6 the prevailing party in this action.

7 **20.3** Plaintiff has incurred and continues to incur awardable attorneys' fees in  
8 efforts to protect his fee simple title to the Property.

9 **20.4** Plaintiff is entitled to an award of his attorney fees, costs, and expenses under  
10 the applicable statutes cited in this complaint, including but not limited to RCW  
11 9A.82.100(1)(a), RCW 19.86.090, and RCW 4.28.328(3).

12  
13  
14  
15 Dated this 5th day of June, 2012.

16 **HELMUT KAH, Attorney at Law**

17  
18  
19 Helmut Kah, WSBA # 18541  
20 Attorney for Plaintiff  
21  
22  
23

1 VERIFICATION


2 The undersigned declares that he is the Plaintiff in this matter.

3 I make this declaration based upon my personal knowledge.

4 I have reviewed the factual allegations set forth in this complaint and I believe the  
5 same to be true.

6 I declare under penalty of perjury of the laws of the State of Washington that the  
7 foregoing is true and correct.

8 SIGNED June 4, 2012, at Portland, Oregon.

9  
10  
11  
12   
Duncan K. Robertson, Plaintiff

Robertson v. GMAC Mortgage, LLC, et al.

**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

The property which is the subject of this Complaint is commonly known as 12002 4th Avenue Southwest, Seattle, Washington, 98146, Tax Parcel No. 072304-9322-04, described as follows:

That portion of the Northwest quarter of the Northeast quarter of the Southeast quarter of Section 7, Township 23 North, Range 4 East of the Willamette Meridian, records of King County, Washington, described as follows:

Beginning at a point on the East line of 4th Avenue Southwest which is 384.61 feet North of the North line of Southwest 122nd Street;  
THENCE East parallel with the North line of Southwest 122nd Street, 260.15 feet.

THENCE South parallel with the East line of 4th Avenue Southwest 64.16 Feet;

THENCE West parallel with the North line of Southwest 122nd Street, 260.15 feet to the East line of 4th Avenue Southwest;  
THENCE North along said East line 64.16 feet to the point of beginning.

Situate in the County of King, State of Washington.

**EXHIBIT A**

**EXHIBIT A**  
**Robertson v. GMAC Mortgage, LLC et al.**  
**1 Page**

**HELMUT KAH, Attorney at Law**  
16818 140<sup>th</sup> Avenue NE  
Woodinville, WA 98072-9001  
Phone: 425-949-8357  
Fax: 425-949-4679  
Cell: (206) 234-7798  
Email: [helmut.kah@att.net](mailto:helmut.kah@att.net)  
WSBA # 18541

AFTER RECORDING MAIL TO:  
Duncan K. Robertson  
3520 S.E. Harold Court  
Portland, OR 97292-4344



20081007001048

FIDELITY NATION TO  
PAGE 001 OF 001  
10/07/2006 14:50  
KING COUNTY, WA

E2366507

10/07/2006 14:49  
KING COUNTY, WA

TRX  
SALE

\$19.00  
\$0.00

PAGE 001 OF 001

### TRUSTEE'S DEED

THE GRANTOR, Ryan D. Griffin, as present Trustee under that Deed of Trust (defined below), in consideration of the premises and payment recited below, hereby grants and conveys, without representation or warranty, expressed or implied, to Duncan K. Robertson, as GRANTEE, all real property (the Property), situated in the County of King, State of Washington, described as follows:

Tax Parcel No.: 072304932204

Full Legal Description attached as 'Exhibit A' and incorporated by reference as though fully set forth herein.

Recorded at the request of  
FIDELITY NATIONAL TITLE

#### RECITALS:

Order # 07111288  
5147

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon the Grantee by that certain Deed of Trust dated January 5, 2006, recorded January 6, 2006, under Auditor's File No. 20060106002340, records of King County, Washington, from Linda C. Nicholls, as Grantor, to Fidelity National Title Company of Washington, as Trustee, to secure an obligation in favor of Duncan K. Robertson, as Beneficiary.

2. The Deed of Trust was executed to secure, together with other undertakings, the payment of one or more promissory note(s) ("Note") in the sum of \$82,000.00 with interest thereon, according to the terms thereof, in favor of Fidelity National Title Company of Washington, trustee for Duncan K. Robertson and to secure any other sums of money which might become due and payable under the terms of said Deed of Trust.

3. The Deed of Trust provided that the Property is not used principally for agricultural or farming purposes and the Grantor has no actual knowledge that the Property is used principally for agricultural or farming purposes.



trustee owed no duty to make disclosures to Grantee concerning the Property, Grantee relying solely upon his/her/their/its own due diligence investigation before electing to bid for the property.

<sup>3 R6</sup>  
DATED: October 2, 2008

GRANTOR  
Ryan D. Griffin

ACKNOWLEDGMENT

STATE OF CALIFORNIA, COUNTY OF SACRAMENTO On October 2, 2008 before me, <sup>3 R6</sup> ~~Gregory W. Wagoner~~ <sup>Notary Public</sup> (name and title of officer), personally appeared RYAN D. GRIFFIN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) (is/are) subscribed to the within instrument and acknowledged to me that (he/she/they) executed the same in (his/her/their) authorized capacity(ies), and that by (his/her/their) signature(s) on the instrument the person(s) (or the entity upon behalf of which the person(s) acted) executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary

[seal]

SEE CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

644

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of: SACRAMENTO

On 30 OCTOBER 2008 before me, GERALD W. VAN WAGNER, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared RYAN D. BRIFFIN  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and, acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Gerald W. Van Wagner  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



4. Default having occurred in the obligations secured and/or covenants of the Deed of Trust grantor, as set forth in Notice of Trustee's Sale described below, which by the terms of the Deed of Trust make operative the power to sell, the thirty-day advance Notice of Default was transmitted to the Deed of trust grantor, or her successor in interest, and a copy of said Notice was posted or served in accordance with law.

5. Duncan K. Robertson, being then the holder or the nominee of the indebtedness secured by the Deed of Trust, delivered to said Grantor a written request directing Grantor to sell the Property in accordance with law and the terms of the Deed of Trust.

6. The defaults specified in the "Notice of Default" not having been cured, the Grantor, in compliance with the terms of the Deed of Trust, executed and on 01/09/08, recorded in the office of the Recorder of King County, Washington, a "Notice of Trustee's Sale" of the Property under File No. 20080109000688.

7. The Grantor, in the "Notice of Trustee's Sale", fixed the place of sale as "At the main entrance to the Administration Building, 500 4<sup>th</sup> Avenue, Seattle, WA" at 10:00 a.m., and in accordance with the law caused copies of the statutory "Notice of Trustee's Sale" to be transmitted by mail to all persons entitled thereto and either posted or served prior to 90 days before the sale; further, the Grantor caused a copy of said "Notice of Trustee's Sale" to be published in a legal newspaper in each county in which the property or any part thereof is situated, once between the thirty-fifth and twenty-eighth day before the date of sale, and once between the fourteenth and seventh day before the date of sale; and further, included with the Notice, which was transmitted to or served upon the Deed of Trust grantor or his successor in interest, a "Notice of Foreclosure" in substantially the statutory form, to which copies of the Note and Deed of Trust were attached.

8. During foreclosure, no action by the Beneficiary, its successors or assigns was pending on an obligation secured by the Deed of Trust

9. All legal requirements and all provisions of said Deed of Trust have been complied with, as to acts to be performed and notices to be given, as provided in chapter 61.24 RCW

10. The default specified in the "Notice of Trustee's Sale" not having been cured ten days prior to the date of Trustee's Sale and said obligation secured by said Deed of Trust remaining unpaid, on 09/26/08, the date of sale, which was not less than 190 days from the date of default in the obligation secured, the Grantor then and there sold the Property at public auction to said Grantee, the highest bidder therefore, for the sum of \$62,825.53.

This conveyance is made without representations or warranties of any kind, expressed or implied. By recording this Trustee's Deed, Grantee understands, acknowledges and agrees that the Property was purchased in the context of a foreclosure, that the trustee made no representations to Grantee concerning the Property and that the

Fidelity National Title Insurance Company

Commitment Number: 7-07111288

**SCHEDULE C  
PROPERTY DESCRIPTION**

The land referred to in this Commitment is described as follows:

That portion of the Northwest quarter of the Northeast quarter of the Southeast quarter of Section 7, Township 23 North, Range 4 East of the Willamette Meridian, records of King County, Washington, described as follows:

Beginning at a point on the East line of 4th Avenue Southwest which is 384.61 feet North of the North line of Southwest 122nd Street;

THENCE East parallel with the North line of Southwest 122nd Street, 260.15 feet;

THENCE South parallel with the East line of 4th Avenue Southwest 64.16 feet;

THENCE West parallel with the North line of Southwest 122nd Street, 260.15 feet to the East line of 4th Avenue Southwest;

THENCE North along said East line 64.16 feet to the point of beginning.

Situate in the County of King, State of Washington.

**NOTE FOR INFORMATIONAL PURPOSES ONLY:**

The following may be used as an abbreviated legal description on the documents to be recorded, per amended RCW 65.04. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document.

This property is located in King county.

Recording to be delivered to:  
Fidelity National Title Co., 720 Olive Way #515, Seattle, WA 98101

## EXHIBIT C

Apparent sources of defendants' claims regarding the subject real property  
(Paragraph Numbers correspond to Complaint Numbers)

### Defendant GMAC Mortgage, LLC ["GMAC"]:

4.3(a) Defendant GMAC claims or has claimed to be a holder of the Nicholls note.

### Defendant Residential Funding Real Estate Holdings, LLC ["RFREH"]:

4.4(a) Defendant RFREH's name appears as indicated in the following recorded documents:

- (1) As signing party on an Appointment of Successor Trustee dated 02/16/2010 and recorded on 02/17/2010 under no. 20100217000758 as follows:

"Dated: 2/16/2010 Residential Funding Real Estate Holdings, LLC"

This document is invalid due to a fatally insufficient acknowledgment and because RFREH holds no interest in the subject note or deed of trust.

- (2) As the assignee in an Assignment of Deed of Trust dated 07/28/2010 and recorded 08/12/2010 under no. 20100812000720 as follows:

"FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to Residential Funding Real Estate Holdings, LLC all beneficial interest under the certain Deed of Trust dated November 1, 1999, \* \* \* ."

"Dated: 07-28-10

"JPMorgan Chase Bank, N.A. successor by merger with Bank One, N.A."

"By: Thomas Strain

"Name: Thomas Strain

"Title: Limited Signing Officer

## EXHIBIT C

Robertson v. GMAC Mortgage, LLC et al.

Page 1 of 7

HELMUT KAH, Attorney at Law  
16818 140<sup>th</sup> Avenue NE  
Woodinville, WA 98072-9001  
Phone: 425-949-8357  
Fax: 425-949-4679  
Cell: (206) 234-7798  
Email: [helmut.kah@att.net](mailto:helmut.kah@att.net)  
WSBA # 18541

1                   **4.4(b) RFREH's** name appears in the recitals on page 1 of the following recorded  
2 document:

3                   (1) Notice of Trustee's Sale dated 12/20/2010 and recorded 12/22/2010 under  
4 no. 20101222001196.

5                   **Defendant Residential Funding**  
6 **Company, LLC ["RFC-LLC"]:**

7                   **4.5(a)** Defendant RFC-LLC's name appears as the purported Attorney-In-Fact for  
8 defendant **Bank of New York Trust Company** (see Complaint ¶4.10) in the following  
9 recorded document:

10                   (1) Appointment of Successor Trustee dated February 17, 2007,  
11 acknowledged February 1, 2007 and recorded on 02/23/2007 under  
12 no. 20070223001307.

13                   **Defendant Residential Funding**  
14 **Corporation ["RFCorp"]:**

15                   **4.6(a)** Defendant RFCorp's name appears as the purported Attorney-in-Fact for  
16 defendant **Bank One National Association** on the following recorded document:

17                   (1) Appointment of Successor Trustee dated 10/24/2000 and recorded on  
18 10/30/2000 under no. 20001030000943.

19                   **Defendant Homecomings Financial, LLC, also known**  
20 **as Homecomings Financial Network ["Homecomings"]:**

21                   **4.7(a)** Defendant Homecomings claims or has claimed to be a servicer of the  
22 obligation represented by the Nicholls note.  
23

**Defendant JP Morgan Chase Bank N.A. ["Chase"]:**

**4.8(a)** Defendant CHASE's name appears on the following recorded documents as indicated:

- (1) In the signature block of an Appointment of Successor Trustee dated February 17, 2007, acknowledged/notarized 02/01/2007 and recorded on 02/23/2007 under no. 20070223001307 as follows:

"THE BANK OF NEW YORK TRUST COMPANY, N.A. AS SUCCESSOR TO JP MORGAN CHASE BANK, N.A., AS TRUSTEE, FKA THE CHASE MANHATTAN BANK AS TRUSTEE, BY: RESIDENTIAL FUNDING COMPANY, LLC, ITS ATTORNEY IN FACT."

- (2) In the recitals on page 1 of a Notice of Trustee's Sale dated March 9, 2007, and recorded on 03/13/2007 under no. 20070313001435 as follows:

"\* \* \* the beneficial interest in which was assigned by OLD KENT MORTGAGE COMPANY D.B.A. NATIONAL PACIFIC MORTGAGE TO RFC - THE BANK OF NEW YORK TRUST COMPANY, N.A. AS SUCCESSOR TO JP MORGAN CHASE BANK, N.A. AS TRUSTEE, FKA THE CHASE MANHATTAN BANK AS TRUSTEE TRUSTEE. (sic) "

- (3) In the signature block of an Assignment of Deed of Trust dated 07/28/2010 and recorded on 08/12/2010 under no. 20100812000720. See ¶ 4.4(a)(2) above.

**Defendant Bank One National Association ["Bank One"]:**

**4.9(a)** Defendant Bank One's name appears on the following recorded documents as indicated:

- (1) As assignee on a facially invalid document titled "Corporation Assignment of Mortgage" dated 01/20/2000 and recorded on 08/03/2000 under no. 20000803000299;

**EXHIBIT C**

Robertson v. GMAC Mortgage, LLC et al.

Page 3 of 7

HELMUT KAH, Attorney at Law  
16818 140<sup>th</sup> Avenue NE  
Woodinville, WA 98072-9001  
Phone: 425-949-8357  
Fax: 425-949-4679  
Cell: (206) 234-7798  
Email: helmut.kah@att.net  
WSBA # 18541

1 (2) In the signature block of an Appointment of Successor Trustee dated  
2 10/24/2000 and recorded on 10/30/2000 under no. 20001030000943 as  
3 follows:

4 "Bank One, National Association, Trustee  
5 "By Residential Funding Corporation, it's Attorney in Fact"  
6 (sic)

7 (3) In the signature block of an Appointment of Successor Trustee dated April  
8 26, 2004, and recorded on 05/11/2004 under no. 20040511002214 as  
9 follows:

10 "Bank One, National Association, As Trustee"

11 (4) In the recitals on page 1 of a Notice of Trustee's Sale dated 05/25/04 and  
12 recorded on 05/27/2004 under no. 20040527001926 as follows:

13 "\*\*\* the beneficial interest of which was assigned to BANK  
14 ONE, NATIONAL ASSOCIATION, AS TRUSTEE, records of  
15 King County, Washington."

16 (5) In the signature block of Appointment of Successor Trustee dated  
17 12/28/2004 and recorded on 01/10/2005 under no. 20050110001517 as  
18 follows:

19 "BANK ONE NATIONAL ASSOCIATION AS TRUSTEE"

20 (6) In the recitals on page 1 of a Notice of Trustee's Sale dated February 1,  
21 2005, and recorded on 02/03/2005 under no. 20050203001608 as follows:

22 "\*\*\* the beneficial interest of which was assigned to BANK  
23 ONE, NATIONAL ASSOCIATION, AS TRUSTEE, records of  
King County, Washington."

(7) In the recitals on page 1 of a Notice of Trustee's Sale dated 01/09/2009  
and recorded on 01/12/2009 under no. 20090112001130 as follows:

"\*\*\* the beneficial interest in which was assigned by OLD  
KENT MORTGAGE COMPANY D.B.A. NATIONAL  
PACIFIC MORTGAGE to RFC-BANK ONE, NATIONAL  
ASSOCIATION, AS TRUSTEE FKA THE FIRST  
NATIONAL BANK OF CHICAGO, AS TRUSTEE."

**EXHIBIT C**

**Robertson v. GMAC Mortgage, LLC et al.**

**Page 4 of 7**

**HELMUT KAH**, Attorney at Law  
16818 140<sup>th</sup> Avenue NE  
Woodinville, WA 98072-9001  
Phone: 425-949-8357  
Fax: 425-949-4679  
Cell: (206) 234-7798  
Email: [helmut.kah@att.net](mailto:helmut.kah@att.net)  
WSBA # 18541



(8) In the signature block of an Assignment of Deed of Trust dated  
07/28/2010 and recorded on 08/12/2010 under no. 20100812000720.  
See ¶ 4.4(a)(2) above.

**Defendant Bank of New York Trust  
Company, N.A. ["BNY"]:**

**4.10(a)** Defendant BNY's name appears in the following recorded documents:

(1) In the signature block of an Appointment of Successor Trustee dated  
02/17/2007, acknowledged/notarized 02/01/2007 and recorded on  
02/23/2007 under no. 20070223001307 which is signed by RFC-LLC as  
BNY's purported Attorney-In-Fact, as follows:

"THE BANK OF NEW YORK TRUST COMPANY, N.A. AS  
SUCCESSOR TO JP MORGAN CHASE BANK, N.A., AS  
TRUSTEE, FKA THE CHASE MANHATTAN BANK AS TRUSTEE,  
BY: RESIDENTIAL FUNDING COMPANY, LLC, ITS ATTORNEY  
IN FACT."

(2) In the recitals on page 1 of a Notice of Trustee's Sale dated March 09, 2007  
and recorded on 03/13/2007 under no. 20070313001435 as follows:

"\* \* \* the beneficial interest in which was assigned by OLD KENT  
MORTGAGE COMPANY D.B.A. NATIONAL PACIFIC  
MORTGAGE to RFC - THE BANK OF NEW YORK TRUST  
COMPANY, N.A. AS SUCCESSOR TO JP MORGAN CHASE  
BANK, N.A. AS TRUSTEE, FKA THE CHASE MANHATTAN  
BANK AS TRUSTEE TRUSTEE. (sic) "

**Defendant First American Title Insurance  
Company ["First American"]:**

**4.11(a)** First American's name appears as a party to the following recorded  
documents:

(1) As successor trustee in an Appointment of Successor Trustee dated  
02/17/2007, acknowledged/notarized 02/01/2007 and recorded on  
02/23/2007 under no. 20070223001307;

**EXHIBIT C**

**Robertson v. GMAC Mortgage, LLC et al.**  
**Page 5 of 7**

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WSBA # 18541

1 (2) As Trustee in Notices of Trustee's Sale recorded on the following dates:

2 03/13/2007 under no. 20070313001435,  
3 01/12/2009 under no. 20090112001130, and  
4 03/23/2010 under no. 20100323000378.

5 (3) As Trustee in Notices of Discontinuance of Trustee's Sale recorded on the  
6 following dates:

7 09/05/2007 under no. 20070905000989,  
8 06/17/2010 under no. 20100617000457, and  
9 06/17/2010 under no. 20100617000458.

**Defendant Executive Trustee Services, LLC ["ETS"]:**

10 **4.12(a) Defendant ETS's name appears on the following recorded documents as the**  
11 **entity to which documents should be returned after recording:**

- 12 (1) Appointment of Successor Trustee dated 02/17/2007, acknowledged/  
13 notarized 02/01/2007 and recorded on 02/23/2007 under no.  
14 20070223001307;  
15 (2) Notice of Trustee's Sale dated 03/09/2007 and recorded on 03/13/2007  
16 under no. 20070313001435;  
17 (3) Notice of Discontinuance of Trustee's Sale dated 08/30/2007 and recorded  
18 on 09/05/2007 under no. 20070905000989;  
19 (4) Notice of Trustee's Sale dated 01/09/2009 and recorded on 01/12/2009  
20 under no. 20090112001130;  
21 (5) Appointment of Successor Trustee dated 02/16/2010 and recorded on  
22 02/17/2010 under no. 20100217000758;  
23 (6) Notice of Trustee's Sale dated 03/22/2010 and recorded on 03/23/2010  
under no. 20100323000378;  
(7) Notice of Discontinuance of Trustee's Sale dated 06/16/2010 and recorded  
on 06/17/2010 under no. 20100617000457;

**EXHIBIT C**

**Robertson v. GMAC Mortgage, LLC et al.**  
**Page 6 of 7**

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WSBA # 18541

- 1 (8) Notice of Discontinuance of Trustee's Sale dated 06/16/2010 and recorded  
2 on 06/17/2010 under no. 20100617000458;
- 3 (9) Notice of Discontinuance of Trustee's Sale dated 06/22/2010 and recorded  
4 on 06/24/2010 under no. 20100624000425;
- 5 (10) Notice of Trustee's Sale dated 12/20/2010 and recorded on 12/22/2010  
6 under no. 20101222001196. Cover sheet of Notice mailed to Plaintiff  
7 directs, "Send Payments to: ETS [Burbank, CA address]"
- 8 (11) Notice of Discontinuance of Trustee's Sale dated 05/26/2011 and recorded  
9 on 06/07/2011 under no. 20110607001051; and
- 10 (12) Notice of Discontinuance of Trustee's Sale dated 06/07/2010 and recorded  
11 on 06/07/2011 under no. 20110607001165.

12 **Defendant LSI Title Agency, Inc. ["LSI"]:**

13 **4.13(a) LSI's name appears as a party to the following recorded documents:**

- 14 (1) As successor trustee in an Appointment of Successor Trustee dated  
15 02/16/2010 and recorded on 02/17/2010 under no. 20100217000758.
- 16 (2) As Trustee in a Notice of Trustee's Sale dated 03/22/2010 and recorded  
17 03/23/2010 under no. 20100323000378.
- 18 (3) As Trustee in a Notice of Discontinuance of Trustee's Sale dated 06/22/2010  
19 and recorded on 06/24/2010 under no. 20100624000425.
- 20 (4) As Trustee in a Notice of Trustee's Sale dated 12/20/2010 and recorded on  
21 12/22/2010 under no. 20101222001196.
- 22 (5) As Trustee in a Notice of Discontinuance of Trustee's Sale dated 05/26/2010  
23 and recorded on 06/07/2011 under no. 20110607001051.
- (6) As Trustee in a Notice of Discontinuance of Trustee's Sale dated 06/07/2011  
and recorded on 06/07/2011 under no. 20110607001165.

**EXHIBIT C**

**Robertson v. GMAC Mortgage, LLC et al.**  
**Page 7 of 7**

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WSBA # 18541

**Exhibit 2**

**Priore Declaration**

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

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

**DECLARATION OF KATHY PRIORE WITH RESPECT TO  
OBJECTION OF THE RESCAP LIQUIDATING TRUST TO  
CLAIM NUMBERS 2385, 2386, 2387, 2388, AND 2389  
FILED BY DUNCAN K. ROBERTSON**

I, Kathy Priore, hereby declare as follows:

**A. Declarant's Background and Qualifications**

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

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

administration of the Chapter 11 Cases, including the borrower litigation matters pending before this Court. In my current position as Associate Counsel to the Liquidating Trust, among my other duties, I continue to assist the Liquidating Trust in connection with the claims reconciliation process. I am authorized to submit this Declaration with respect to the *Objection of the ResCap Liquidating Trust to Claim Numbers 2385, 2386, 2387, 2388, and 2389 Filed by Duncan K. Robertson* (the “Objection”).<sup>1</sup>

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

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<sup>1</sup> Capitalized terms not defined herein shall have the meanings ascribed to them in the Objection.

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

5. The Liquidating Trust's personnel have examined the Robertson Claims and supplemental materials submitted by Robertson in support of the Robertson Claims, as well as the Debtors' Books and Records in order to assess the allegations made in the Robertson Claims. In addition, the Liquidating Trust reviewed documents filed in connection with the Robertson Litigation and correspondence between Robertson and the Debtors.

**B. The First Priority Loan**

6. Linda Nicholls ("Borrower") is a borrower under a residential mortgage loan (the "First Priority Loan") that was originated by Old Kent Mortgage Company d/b/a National Pacific Mortgage on or about November 1, 1999. The First Priority Loan is evidenced by a note in the amount of \$100,000.00 (the "Note"), which was secured by a Deed of Trust (the "First Priority DOT") against real property located at 12002 Fourth Avenue SW, Seattle, Washington 98146 (the "Property"). See Note and First Priority DOT, copies of which are annexed hereto as **Exhibits A** and **B**, respectively. The First Priority DOT was recorded on November 5, 1999 and named N.P. Financial Corporation as the trustee.

7. RFC purchased the First Priority Loan from Old Kent Mortgage Company and thereafter, the First Priority Loan was securitized and Bank One National Association ("Bank One") as Trustee was appointed as trustee.

8. On January 20, 2000, the First Priority DOT was assigned by Old Kent Mortgage Company to Bank One, as trustee. The assignment was recorded on August 3, 2000. See Assignment of Deed of Trust, annexed hereto as **Exhibit C**. Bank One merged into J.P. Morgan Chase (“Chase”) in 2004.

9. The Bank of New York Trust Company, N.A. (“BONY”) succeeded Chase’s interests as Trustee and owner of the First Priority Loan as of October 1, 2006, as a result of Chase exchanging its trustee business with BONY.

10. On February 17, 2007, First American Title Insurance Company was appointed as successor trustee by BONY. The notice of appointment was recorded on February 23, 2007. See Appointment of Successor Trustee, annexed hereto as **Exhibit D**.

11. In January 2009, the beneficiary<sup>2</sup> of the First Priority DOT caused the trustee to initiate a non-judicial foreclosure as a result of Borrower’s default. The notice of trustee’s sale identified an initial sale date of April 17, 2009. See Notice of Trustee’s Sale, annexed hereto as **Exhibit E**. The sale date was subsequently continued until June 12, 2009.

12. On May 7, 2009, Borrower filed for bankruptcy, thereby staying the trustee’s sale.

13. On February 16, 2010, LSI Title Agency was appointed as successor trustee under the First Priority DOT. See Appointment of Successor Trustee, annexed hereto as **Exhibit F**.

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<sup>2</sup> In 2009, the beneficiary of record for the First Priority DOT was still Bank One, notwithstanding the prior merger of Bank One into Chase and the subsequent transfer of Chase’s interests in the First Priority Loan to BONY. Notably, the Washington Deed of Trust Act defines beneficiary as Note holder (see Wash. Rev. Code. § 61.24.005(2) (2014)), and no assignment is necessary for the note holder to have the right to enforce the note, even if the note holder is not the beneficiary of record.



14. On July 28, 2010, Chase assigned its interest in the First Priority DOT to RFRE Holdings. See Assignment of Deed of Trust, annexed hereto as **Exhibit G**. On or about July 13, 2012, this assignment was corrected to show Bank of New York Mellon, N.A. (formerly BONY), and not Chase, as assignor and Debtor RFC as the assignee. See Corrective Corporate Assignment of Deed of Trust, annexed hereto as **Exhibit H**.

15. RFC transferred its interest in the First Priority Loan to 21st Century Mortgage Corporation ("Century") on or about January 30, 2013. On July 9, 2013, RFC assigned the First Priority DOT to Century. See Assignment of Deed of Trust, annexed hereto as **Exhibit I**.

16. Debtor Homecomings serviced the First Priority Loan from Sept 22, 2000 until servicing was transferred to Debtor GMACM on or about July 1, 2009. Thereafter, Debtor GMACM serviced the First Priority Loan until servicing was transferred to Ocwen Loan Servicing, LLC ("Ocwen") on February 16, 2013 in connection with the Debtors' sale of their servicing platform.

17. No Debtor foreclosed on the First Priority DOT prior to its transfer to Ocwen.

18. Robertson never executed an assumption of the Note and First Priority DOT.

**C. The Robertson Litigation**

19. On June 5, 2012, Robertson filed a verified complaint (the "Complaint") against GMACM, ETS, RFRE Holdings, RFC, and Homecomings (collectively, the "Debtor Defendants"), as well as other third party defendants, in the Superior Court of Washington, County of King (the "State Court"), Case No. 12-2-19854-2-SEA (the "Robertson Litigation").

A copy of the Complaint is attached to the Robertson Claims, which are annexed to the Objection as **Exhibits 1-A** through **1-E**.

20. All causes of action against the Debtor Defendants were stayed as a result of the commencement of these chapter 11 cases except Robertson's claims for wrongful foreclosure and quiet title (the "**Permitted Causes of Action**"), as to which the automatic stay was modified pursuant to the Supplemental Servicing Order. See Notice of Bankruptcy and Effect of Automatic Stay, annexed hereto as **Exhibit J**.

21. On November 15, 2012, the named defendants removed the Robertson Litigation to the United States District Court for the Western District of Washington (the "**District Court**"), No. C12-2017 MJP. See Docket Report, annexed hereto as **Exhibit K**, at ECF 1.

22. On or about January 30, 2013, the Debtor Defendants filed a Notice of Bankruptcy with the District Court identifying all claims except the Permitted Causes of Action as being subject to the automatic stay. See Notice of Bankruptcy and Effect of Automatic Stay, annexed hereto as **Exhibit L**.

23. After servicing of the First Priority Loan was transferred to Ocwen in February 2013, Ocwen took over the defense of the claims against the Debtor Defendants in its capacity as successor servicer.

24. On June 27, 2013, the Debtor Defendants filed a motion for summary judgment as to the Permitted Causes of Action. See Motion for Summary Judgment, annexed hereto as **Exhibit M**.

25. On November 14, 2013, the District Court granted the Debtor Defendants' motion for summary judgment (the "Summary Judgment Order"). See Order Granting Motions (Dkt. Nos. 114, 115), annexed hereto as **Exhibit N**.

26. On August 11, 2014, Robertson filed a notice of appeal of the Summary Judgment Order, among other District Court orders, which appeal remains pending. See Notice of Appeal, annexed hereto as **Exhibit O**.

27. On August 20, 2014, the District Court entered a final judgment dismissing with prejudice all of Robertson's claims against the non-Debtor Defendants.<sup>3</sup> See Judgment in a Civil Case, annexed hereto as **Exhibit P**.

**D. Collateral Preservation Efforts**

28. In February 2009, the Debtors were advised that the Property was abandoned and therefore exercised their rights under the First Priority DOT to protect the value of the collateral securing the Note. See highlighted excerpts of servicing notes, annexed hereto as **Exhibit Q**, at p. 24. The Debtors' records reflect that a significant amount of property preservation activity was performed at their direction as servicer from 2008 through 2011. See **Exhibit Q**. This activity included nearly monthly foreclosure inspections, winterization, yard maintenance, and repairing of damages. Id.

---

<sup>3</sup> The District Court had previously ruled on the merits of Robertson's claims against each of the non-Debtor Defendants, as set forth in the following orders: order granting First American Title Insurance Company's motion for summary judgment on May 6, 2013 [ECF No. 111]; order granting JPMorgan Chase Bank N.A. and Bank One N.A.'s motion to dismiss on November 14, 2013 [ECF No. 149]; order granting Bank of New York Trust Company N.A.'s motion for summary judgment on May 28, 2014 [ECF No. 201].

Dated: February 5, 2015

/s/ Kathy Priore

Kathy Priore

Associate Counsel for

The ResCap Liquidating Trust

**Exhibit A**

Nicholls

**ADJUSTABLE RATE NOTE**  
(LIBOR Index - Rate Caps)  
2-Year LIBOR ARM  
Non-Conforming

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. MY ADJUSTABLE INTEREST RATE CAN NEVER EXCEED OR BE LESS THAN THE LIMITS STATED IN THIS NOTE.

Date: November 1st, 1999

BELLEVUE

WASHINGTON

[City]

[State]

12002 4TH AVENUE SOUTHWEST, SEATTLE, WA 98146

[Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 100,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is:

OLD KENT MORTGAGE COMPANY D.B.A. NATIONAL PACIFIC MORTGAGE, A MICHIGAN CORPORATION

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 9.750 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

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

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first (1st) day of each month beginning on January 1, 2000. 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. My monthly payments will be applied to interest before principal. If, on December 1, 2029, 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: 2150 TOWNE CENTRE PLACE, SUITE 300 ANAHEIM, CA 92806 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. \$ 859.16. This amount may change.

**(C) Monthly Payment Changes**

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

**4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES****(A) Change Dates**

The interest rate I will pay may change on the first day of the first full month following the second anniversary of this Note, and on the first day of every sixth month thereafter. Each date on which my interest rate could change is called an "Interest Rate Change Date".

**(B) The Index**

Beginning with the first Interest Rate Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Interest Rate Change occurs is called the "Current Index".

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

**(C) Calculation of Change**

Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding six and ONE/FOURTH percentage point(s) ( 6.250 %) to the Current Index. The Note Holder will then round the result of this addition up to the nearest one-eighth of one percentage point (.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Interest Rate Change Date.

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

**(D) Limits on Interest Rate Change**

The interest rate I am required to pay at the first Interest Rate Change Date will not increase by more than 3% from the initial interest rate, and will not decrease below the Minimum Rate stated below. Thereafter, my interest rate will never be increased or decreased on any single Interest Rate Change Date by more than one percentage point (1%) from the rate of interest I have been paying for the preceding six months, and in no event will be less than the Minimum Rate stated below.

My interest rate will never be greater than FIFTEEN and THREE/FOURTHS percent ( 15.750 %) which is called the "Maximum Rate". My interest rate will never be less than NINE and THREE/FOURTHS percent ( 9.750 %) which is called the "Minimum Rate".

**(E) Effective Date of Change**

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

**(F) Notice of Change**

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

**5. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment". When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

Except as provided on a Prepayment Rider that I sign [initial if Rider will be signed *LM*], I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this 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. My partial prepayment may reduce the amount of my monthly payments after the first Interest Rate Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

**6. LOAN CHARGES**

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

**7. 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 (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 delivered or mailed to me.

**(D) No Waiver By Note Holder**

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

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

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



**8. GIVING OF NOTICES**

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

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

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

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

In the event any provision of this Note is finally determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity or enforceability of any other provision.

**10. WAIVERS**

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

**11. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses 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:


**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Note Holder's prior written consent, Note Holder 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 the Note Holder if exercise is prohibited by federal law as of the date of the Security Instrument.

Note Holder also shall not exercise this option if: (a) Borrower submits to Note Holder information required by Note Holder to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Note Holder reasonably determines that Note Holder's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in the Security Agreement is acceptable to the Note Holder.

If Note Holder exercises this option to require immediate payment in full, Note Holder 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 the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

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

The provisions contained in the Rider(s) to this Note, signed by all Borrowers named herein, are hereby incorporated into and shall amend and supplement this Note.

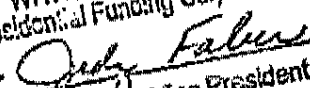
  
LINDA C. NICHOLLS (Seal)  
-Borrower


\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

[Sign Original Only]

PAY TO THE ORDER OF  
Bank One, National Association, as Trustee  
WITHOUT RECOURSE  
Residential Funding Corporation  
BY   
Judy Faber, Vice President

Pay to the Order of **RESIDENTIAL FUNDING CORPORATION**  
Without Recourse  
Old Kent Mortgage Company, a Michigan Corporation  
  
Gordon J. Miller, VP

ban #:

**Prepayment Rider D  
to Promissory Note****(Permissive - Rate/Amount)****Borrower(s):** LINDA C. NICHOLLS**Lender:** OLD KENT MORTGAGE COMPANY D.B.A. NATIONAL PACIFIC MORTGAGE, A MICHIGAN CORPORATION**Original Principal Amount of Note:** 100,000.00**Date of Note:** November 1, 1999

This Rider is attached to and hereby made a part of that certain Promissory Note (the "Note") having the date and original principal amount referenced above. The Note shall be subject to the following provisions, notwithstanding anything to the contrary contained elsewhere in the Note or in any Deed of Trust, Mortgage or other security agreement securing repayment of the Note.

**PREPAYMENT PENALTY**

If, during the first two years following the date of the Note, Borrower prepays the Note in full prior to maturity as set forth in the Note, Borrower shall pay to Lender a prepayment charge equal to the following percentages of the unpaid principal balance of the Note immediately preceding such prepayment: (a) 5% if prepaid during the first year; (b) 5% if prepaid during the second year following the date of the Note.

The prepayment charge shall be due at the time at which the prepayment is made, and shall be paid at such time without further notice from Lender.

**BORROWER(S):**

Linda C. Nicholls  
LINDA C. NICHOLLS

Suzanne J. Gervan  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**Exhibit B**



19991115001505  
PAGE 001 OF 019  
11/15/1999 15:00  
KING COUNTY, WA

Return To.

OLD KENT MORTGAGE COMPANY  
ATTN: FINAL DOCUMENTATION  
P.O. BOX 204  
GRAND RAPIDS, MI 49502-0476

Assessor's Parcel or Account Number: 072304-9322-04  
Abbreviated Legal Description: PTN NESE 7-23-4

[Include lot, block and plat or section, township and range]

Full legal description located on page 516.

[Space Above This Line For Recording Data]

## DEED OF TRUST

FIDELITY NATIONAL TITLE

244548-1

2645

(19)

### 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 November 1st, 1999, together with all Riders to this document. an unmarried LCH

(B) "Borrower" is LINDA C. NICHOLLS, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY

Borrower is the trustor under this Security Instrument.

(C) "Lender" is OLD KENT MORTGAGE COMPANY D.B.A. NATIONAL PACIFIC MORTGAGE

WASHINGTON-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3048 3/99

VMP -6(WA) (9904)

38228593 [6228593]

Page 1 of 15

Initials: LCH

VMP MORTGAGE FORMS - (800)521-7291

106-01wa 0899

1999 111 5001505

Lender is the beneficiary under this Security Instrument.

(E) "Note" means the promissory note signed by Borrower and dated November 1, 1999  
The Note states that Borrower owes Lender ONE HUNDRED THOUSAND and NO/100

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

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

(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.

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

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

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











Form 3048 3/99

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (1) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (2) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (3) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to, (1) paying any sums secured by a lien which has priority over this Security Instrument, (2) appearing in court, and (3) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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.

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**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.

1999 111 5001505

**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.

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

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

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

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

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

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (i) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (ii) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (iii) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash, (b) money order, (c)

1999 111 5901505

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(s) and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

Borrower shall promptly give Lender written notice of (1) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge; (2) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of

Initials: LM 38228593 [6228593]



release of any Hazardous Substance, and (3) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup

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 at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to reinstate after acceleration, 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, and any other matters required to be included in the notice by Applicable Law. 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/or any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as Applicable Law may require. After the time required by Applicable Law and after publication of the notice of sale, 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 the Property for a period or periods permitted by Applicable Law by public announcement at the time and place fixed in the notice of sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. 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 all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the clerk of the superior court of the county in which the sale took place.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs and the Trustee's fee for preparing the reconveyance.

24. Substitute Trustee. In accordance with Applicable Law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. 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.

25. Use of Property. The Property is not used principally for agricultural purposes.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

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

Witnesses:

\_\_\_\_\_  
Linda C. Nicholls (Seal)  
LINDA C. NICHOLLS -Borrower

\_\_\_\_\_  
\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

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(Seal)  
-Borrower

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(Seal)  
-Borrower

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(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

1999 111 5 31505



STATE OF WASHINGTON

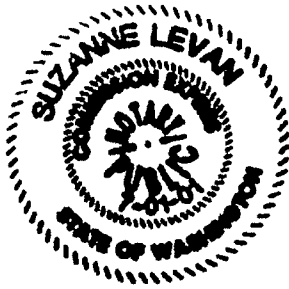
County of King

} ss:

On this day personally appeared before me LINDA C. NICHOLLS

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1<sup>st</sup> day of November 1999



Suzanne Levan  
Notary Public in and for the State of Washington, residing at  
Woodinville  
My Appointment Expires on July 1, 2001

1999 111 5701505

## LEGAL DESCRIPTION

That portion of the Northwest quarter of the Northeast quarter of the Southeast quarter of Section 7, Township 23 North, Range 4 East of the Willamette Meridian, records of King County, Washington, described as follows:

Beginning at a point on the East line of 4th Avenue Southwest which is 384.61 feet North of the North line of Southwest 122nd Street;

THENCE East parallel with the North line of Southwest 122nd Street, 260.15 feet;

THENCE South parallel with the East line of 4th Avenue Southwest 64.16 feet;

THENCE West parallel with the North line of Southwest 122nd Street, 260.15 feet to the East line of 4th Avenue Southwest;

THENCE North along said East line 64.16 feet to the point of beginning.

Situate in the County of King, State of Washington.

1999 111 5001505

**ADJUSTABLE RATE RIDER**  
**(LIBOR Index - Rate Caps)**  
**2-YEAR/6-MONTH LIBOR ARM**  
**Non-Conforming**

THIS ADJUSTABLE RATE RIDER is made this 1st day of November, 1999  
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security  
Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's  
Adjustable Rate Note (the "Note") to:

**OLD KENT MORTGAGE COMPANY D.B.A. NATIONAL PACIFIC MORTGAGE, A MICHIGAN CORPORATION**  
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

**12002 4TH AVENUE SOUTHWEST, SEATTLE, WA 98146**

[Property Address]

**THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE  
AND MY MONTHLY PAYMENT. MY ADJUSTABLE INTEREST RATE CAN NEVER EXCEED  
OR BE LESS THAN THE LIMITS STATED IN THIS NOTE.**

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

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of 9.750 %. The Note provides for a change in the  
adjustable interest rate and the monthly payments as follows:

**4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The adjustable interest rate I will pay will change on the first day of December, 2001,  
and on the first day of every sixth month thereafter. Each date on which my interest rate could change is called  
an "Interest Rate Change Date".

**(B) The Index**

Beginning with the first Interest Rate Change Date my interest rate will be based on an Index. The  
"Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London  
market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figures available as of the  
first business day of the month immediately preceding the month in which the Interest Rate Change Date  
occurs is called the "Current Index".

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

**(C) Calculation of Change**

Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding **SIX and ONE/FOURTH** percentage point(s) ( **6.250** %) to the Current Index. The Note Holder will then round the result of this addition up to the nearest one-eighth of one percentage point (.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Interest Rate Change Date.

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

**(D) Limits on Interest Rate Change**

The interest rate I am required to pay at the first Interest Rate Change Date will not increase by more than 3% from the initial interest rate, and will not decrease below the Minimum Rate stated below. Thereafter, my interest rate will never be increased or decreased on any single Interest Rate Change Date by more than one percentage point (1%) from the rate of interest I have been paying for the preceding six months, and in no event will be less than the Minimum Rate stated below.

My interest rate will never be greater than **FIFTEEN and THREE/FOURTHS** percent ( **15.750** %) which is called the "Maximum Rate". My interest rate will never be less than **NINE and THREE/FOURTHS** percent ( **9.750** %) which is called the "Minimum Rate".

**(E) Effective Date of Change**

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

**(F) Notice of Change**

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

**B. TRANSFER OF THE PROPERTY**

Transfer of the Property shall be governed by the following, any provision of the Security Instrument to the contrary notwithstanding:

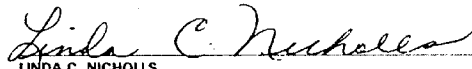
**Transfer of the Property.** If all or any part of the Property or any interest in it is sold or transferred without Note Holder's prior written consent, Note Holder may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Note Holder if exercise is prohibited by federal law as of the date of this Security Instrument. Note Holder also shall not exercise this option if: (a) I submit to Note Holder information required by Note Holder to evaluate the

intended transferee as if a new loan were being made to the transferee; and (b) Note Holder reasonably determines that Note Holder's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Note Holder.

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

If Note Holder exercises the option to require immediate payment in full, Note Holder 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 this Security Instrument. If I fail to pay these sums prior to the expiration of this period, Note Holder may invoke any remedies permitted by this Security Instrument without further notice or demand on me.

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

  
LINDA C NICHOLLS (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

*[Sign Original Only]*

1999 111 5031505

**Exhibit C**



Return Address

Peelle Assignment Division  
P.O. Box 1710  
Campbell, CA 95008-1710  
Project # 90603



20000803000299

PEELLE MGMT CO ADT  
PAGE 001 OF 002  
02/03/2009 09:57  
KING COUNTY, WA

Please print or type information

Document Title(s) or transactions contained therein)	
1	Assignment of Deed of Trust
2	
3	
4	
Grantor(s) (Last name first, then first name and initials)	
1	Old Kent Mortgage Company
2	
3	Nicholls, Linda C.
4	
<input type="checkbox"/> Additional names on page ____ of document	
Grantee(s) (Last name first, then first name and initials)	
1	
2	Bank One National Assoc.
3	
4	
<input type="checkbox"/> Additional names on page ____ of document	
Legal description (abbreviated i.e. lot, block, plat or section, township, range, qtr /qtr)	
<input type="checkbox"/> Additional legal is on page ____ of document	
Reference Number(s) of Documents assigned or released	
19991115001505	
<input type="checkbox"/> Additional numbers on page ____ of document	
Assessor's Property Tax Parcel/Account Number	
<input type="checkbox"/> Property Tax Parcel ID is not yet assigned	
<input type="checkbox"/> Additional parcel numbers on page ____ of document	
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.	

2000 080 3000299

Corporate Operations Administration  
Final Documentation  
Old Kent Mortgage Company  
P O Box 204  
Grand Rapids, MI 49502-0476

Prepared By  
Tonya Mae Adams  
Loan Delivery  
Old Kent Mortgage Company  
4420 44th St SE, Suite B  
Kentwood, MI 49512

Loan # 8593

46-033 CORPORATION ASSIGNMENT OF MORTGAGE

L 3157390  
P4435

For value received, the undersigned, Old Kent Mortgage Company,  
a Michigan Corporation, 4420 44th St SE Suite B, Kentwood, MI, 49512,  
hereby grants, assigns and transfers without recourse to

BANK ONE, NATIONAL ASSOCIATION, AS TRUSTEE  
1 Bank One Plaza, Suite 111-0126 (RFC), Chicago, Illinois 60670-0126

All it's interest under that certain mortgage dated the  
twelfth(12) of November, 1999 C E and executed by

LINDA C NICHOLLS

Mortgagor as per MORTGAGE recorded as Instrument No 19991115001505  
on 11-15-99 C E in Book \_\_\_\_\_ Page \_\_\_\_\_ of official records  
in the County Recorder's Office of KING county, Washington  
Tax Parcel # \_\_\_\_\_  
Original Mortgage \$ 100,000 00  
Property Address 12002 4TH AVENUE SOUT  
SEATTLE, WA 98146  
Legal Description (if applicable)

Together with the Note or Notes therein described or referred to, the money  
due and to become due thereon with interest, and all rights accrued or to  
accrue under said Mortgage

Dated 1/20/2000, C E  
State of Michigan  
County of Kent

Old Kent Mortgage Company  
By Gail Crooks  
Gail Crooks  
Loan Operations Manager

On this twentieth(20) of January, 2000, C E, before me, Wendy L. Loncar,  
personally appeared Gail Crooks, Loan Operations Manager,  
Old Kent Mortgage Company, Personally known to me (or proved to  
me on the basis of satisfactory evidence) to be the person whose name is  
subscribed to the within instrument and acknowledged to me that he/she  
executed the same in his/her duly authorized capacity, and that by his/her  
signature on the instrument the person, or the entity upon behalf of which  
the persons acted, executed the instrument

Signature

Wendy L. Loncar, a Notary Public in Kent County, State of Michigan  
My commission expires October 21, 2003

**Exhibit D**

20070223001307.001

AND WHEN RECORDED MAIL TO:  
EXECUTIVE TRUSTEE SERVICES, LLC.  
15455 SAN FERNANDO MISSION BLVD  
SUITE #208  
MISSION HILLS, CA 91345



3225429  
Loan No.: [REDACTED] 5315 T.S. #: HC-101560-C  
1ST AM 01/12 APPOINTMENT OF SUCCESSOR TRUSTEE

NOTICE IS HEREBY GIVEN that FIRST AMERICAN TITLE INSURANCE COMPANY, a corporation formed under RCW 61.24, whose address is 2101 Fourth Ave., Suite 800, Seattle, WA 98121 is appointed successor trustee under that certain deed of trust in which LINDA C. NICHOLLS, AN UNMARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY is the Grantor, and N.P. FINANCIAL CORPORATION, A CALIFORNIA CORPORATION is the Trustee, and OLD KENT MORTGAGE COMPANY D.B.A. NATIONAL PACIFIC MORTGAGE is the Beneficiary under that Trust Deed dated 11/1/1999, and recorded on 11/15/1999, under Auditor's File No. 19991115001505 as book and page of the Records of King County, Washington, it to have all the powers of said original trustee, effective forthwith.

IN WITNESS WHEREOF, the undersigned Beneficiary has hereunto set his hand; if the undersigned is a corporation, it has caused its corporate name to be signed and affixed hereunto by its duly authorized officers.

Dated: February 17, 2007

THE BANK OF NEW YORK TRUST COMPANY, N.A. AS  
SUCCESSOR TO JP MORGAN CHASE BANK, N.A. AS  
TRUSTEE, FKA THE CHASE MANHATTAN BANK AS TRUSTEE,  
BY: RESIDENTIAL FUNDING COMPANY, LLC, ITS ATTORNEY  
IN FACT

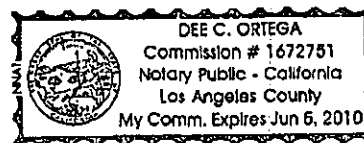
ELIZABETH YERANOSIAN, ASSISTANT VICE PRESIDENT

State of California ) ss.  
County of Los Angeles)

On 2-1-2007 before me, Dee C. Ortega Notary Public, personally appeared Elizabeth Yeranosian personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature (Seal)  
Dee C. Ortega



**Exhibit E**

20090112001130.001



20090112001130

FIRST AMERICAN NTS  
PAGE 001 OF 003  
01/12/2009 13:28  
KING COUNTY, WA

44.00

AND WHEN RECORDED MAIL TO:

Executive Trustee Services, LLC  
2255 North Ontario Street, Suite 400  
Burbank, California 91504-3120

(818) 260-1600

9027305  
Loan No: 5315 APN: 072304-9322-04

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TS No: WA-133027-C

1ST AM 3/14

**NOTICE OF TRUSTEE'S SALE  
PURSUANT TO THE REVISED CODE OF WASHINGTON  
CHAPTER 61.24 ET. SEQ.**

I. NOTICE IS HEREBY GIVEN that FIRST AMERICAN TITLE INSURANCE COMPANY, the undersigned Trustee will on 4/17/2009, at 10:00 AM at At the 4th Ave entrance to the King County Administration Building, 500 4th Avenue, Seattle, Washington sell at public auction to the highest and best bidder, payable, in the form of cash, or cashier's check or certified checks from federally or State chartered banks, at the time of sale the following described real property, situated in the County of King, State of Washington, to-wit:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 23 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, RECORDS OF KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF 4TH AVENUE SOUTHWEST WHICH IS 384.61 FEET NORTH OF THE NORTH LINE OF SOUTHWEST 122ND STREET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SOUTHWEST 122ND STREET, 260.15 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF 4TH AVENUE SOUTHWEST 64.16 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SOUTHWEST 122ND STREET, 260.16 FEET TO THE EAST LINE OF 4TH AVENUE SOUTHWEST; THENCE NORTH ALONG SAID EAST LINE 64.16 FEET TO THE POINT OF BEGINNING. SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Commonly known as:  
12002 4TH AVENUE SOUTHWEST  
SEATTLE, WASHINGTON 98146

which is subject to that certain Deed of Trust dated 11/1/1999, recorded 11/15/1999, under Auditor's File No. 19991115001505, in Book , Page records of King County, Washington, from LINDA C. NICHOLLS, AN UNMARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, as Grantor(s), to N.P. FINANCIAL CORPORATION, A CALIFORNIA CORPORATION, as Trustee, to secure an obligation in favor of OLD KENT MORTGAGE COMPANY D.B.A. NATIONAL PACIFIC MORTGAGE, as Beneficiary, the beneficial interest in which was assigned by OLD KENT MORTGAGE COMPANY D.B.A. NATIONAL PACIFIC MORTGAGE to RFC-BANK ONE NATIONAL ASSOCIATION, AS TRUSTEE FKA THE FIRST NATIONAL BANK OF CHICAGO, AS TRUSTEE.

II. No action commenced by the Beneficiary of the Deed of Trust is now pending to seek satisfaction of the obligation in any Court by reason of the Borrower's or Grantor's default on the obligation secured by the Deed of Trust/Mortgage.

28

20090112001130.002

Loan No: [REDACTED] 5315

T.S. No.: WA-133027-C

III. The default(s) for which this foreclosure is made is/are as follows:

Failure to pay when due the following amounts which are now in arrears:

**PAYMENT INFORMATION**

<u>FROM</u>	<u>THRU</u>	<u>NO. PMT</u>	<u>AMOUNT</u>	<u>TOTAL</u>
11/1/2007	12/31/2007	2	\$1,202.85	\$2,405.70
1/1/2008	4/30/2008	4	\$1,148.76	\$4,595.04
7/1/2008	1/9/2009	7	\$1,129.77	\$7,908.39
5/1/2008	6/30/2008	2	\$1,191.59	\$2,383.18

**LATE CHARGE INFORMATION**

<u>FROM</u>	<u>THRU</u>	<u>NO. LATE CHARGES</u>	<u>TOTAL</u>
11/1/2007	12/31/2007	2	\$97.26
1/1/2008	4/30/2008	4	\$183.68
7/1/2008	1/9/2009	6	\$256.98
5/1/2008	6/30/2008	2	\$91.84

**PROMISSORY NOTE INFORMATION**

Note Dated:	11/1/1999
Note Amount:	\$100,000.00
Interest Paid To:	10/1/2007
Next Due Date:	11/1/2007

IV. The amount to cure defaulted payments as of the date of this notice is \$29,361.54. Payments and late charges may continue to accrue and additional advances to your loan may be made, it is necessary to contact the beneficiary prior to the time you tender the reinstatement amount so that you may be advised of the exact amount you would be required to pay.

As of the dated date of this document the required amount to payoff the obligation secured by the Deed of Trust is: \$116,143.33 (note: due to interest, late charges and other charges that may vary after the date of this notice, the amount due for actual loan payoff may be greater).

The principal sum of \$90,598.77, together with interest as provided in the Note from the 11/1/2007, and such other costs and fees as are provided by statute.

V. The above described real property will be sold to satisfy the expense of sale and the obligation secured by the Deed of Trust as provided by statute. Said sale will be made without warranty, expressed or implied, regarding title, possession or encumbrances on 4/17/2009. The defaults referred to in Paragraph III must be cured by 4/6/2009, (11 days before the sale date) to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before 4/6/2009 (11 days before the sale) the default as set forth in Paragraph III is cured and the Trustee's fees and costs are paid. Payment must be in cash or with cashier's or certified checks from a State or federally chartered bank. The sale may be terminated any time after the 4/6/2009 (11 days before the sale date) and before the sale, by the Borrower or Grantor or the holder of any recorded junior lien or encumbrance by paying the principal and interest, plus costs, fees and advances, if any, made pursuant to the terms of the obligation and/or Deed of Trust.

VI. A written Notice of Default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following address(es):

<u>NAME</u>	<u>ADDRESS</u>
LINDA C. NICHOLLS, AN UNMARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY	12002 4TH AVENUE SOUTHWEST SEATTLE, WASHINGTON 98146
LINDA C. NICHOLLS	12002 4TH AVENUE SOUTHWEST SEATTLE, WA 98146

by both first class and certified mail on 11/17/2008, proof of which is in the possession of the Trustee; and the Borrower and Grantor were personally served, if applicable, with said written Notice of Default or the written Notice of Default was posted in a conspicuous place on the real property described in Paragraph I above, and the Trustee has possession of proof of such service or posting.

20090112001130.003

Loan No: [REDACTED] 5315

T.S. No.: WA-133027-C

VII. The Trustee whose name and address are set forth below will provide in writing to anyone requesting it, a statement of all costs and fees due at any time prior to the sale.

VIII. The effect of the sale will be to deprive the Grantor and all those who hold by, through or under the Grantor of all their interest in the above described property.


IX. Anyone having any objections to this sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's sale.

X. NOTICE TO OCCUPANTS OR TENANTS – The purchaser at the Trustee's Sale is entitled to possession of the property on the 20<sup>th</sup> day following the sale, as against the Grantor under the deed of trust (the owner) and anyone having an interest junior to the deed of trust, including occupants and tenants. After the 20<sup>th</sup> day following the sale the purchaser has the right to evict occupants and tenants by summary proceedings under the Unlawful Detainer Act, Chapter 59.12 RCW.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

DATED: 1/9/2009

FIRST AMERICAN TITLE INSURANCE COMPANY  
818 Stewart Street Ste 800  
Seattle, WA 98101  
Sale Line:: 714-730-2727

  
Stephanie Hoy, Assistant Secretary

State of California ) ss.  
County of Orange)

On 1/9/2009, before me, Laura A. Kennedy, a Notary personally appeared Stephanie Hoy who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  
I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: 





**Exhibit F**

Electronically Recorded

20100217000758

AND WHEN RECORDED MAIL TO:  
Executive Trustee Services, LLC  
2255 North Ontario Street, Suite 400  
Burbank, California 91504-3120

SIMPLIFILE  
Page 001 of 001  
02/17/2010 03:18  
King County, WA

AST 14.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Loan No.: [REDACTED] 5315

T.S. #: WA-133027-C

**APPOINTMENT OF SUCCESSOR TRUSTEE**

**NOTICE IS HEREBY GIVEN** that LSI TITLE AGENCY, INC, a corporation formed under RCW 61.24, whose address is 1111 Main St., #200 Vancouver, WA 98660 is appointed successor trustee under that certain deed of trust in which LINDA C. NICHOLLS, AN UNMARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY is the Grantor, and N.P. FINANCIAL CORPORATION, A CALIFORNIA CORPORATION is the Trustee, and OLD KENT MORTGAGE COMPANY D.B.A. NATIONAL PACIFIC MORTGAGE is the Beneficiary under that Trust Deed dated 11/1/1999, and recorded on 11/15/1999, under Auditor's File No. 19991115001505 as book and page of the Records of King County, Washington, It to have all the powers of said original trustee, effective forthwith.

IN WITNESS WHEREOF, the undersigned Beneficiary has hereunto set his hand; if the undersigned is a corporation, it has caused its corporate name to be signed and affixed hereunto by its duly authorized officers.

Dated: 2/16/2010

**RESIDENTIAL FUNDING REAL ESTATE HOLDINGS,  
LLC**

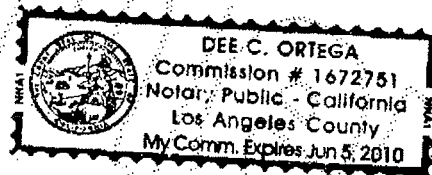
  
**TIM WITTEN**

State of California ) ss.  
County of Los Angeles)

On 2/16/2010 before me, **Dee C. Ortega** Notary Public, personally appeared **Tim Witten** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature  (Seal)  
Dee C. Ortega



**Exhibit G**

Electronically Recorded

20100812000720

SIMPLIFILE  
Page 001 of 001  
08/12/2010 02:57  
King County, WA

ADT

14.00

When recorded mail to:  
Pite Duncan LLP  
4375 Jutland Dr., Suite 200  
San Diego, CA 92177

ASSIGNMENT OF DEED OF TRUST

4513344

APN: 072304 - 9322-04

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to Residential Funding Real Estate Holdings, LLC all beneficial interest under that certain Deed of Trust dated November 1, 1999, executed by Linda C. Nicholls, an Unmarried woman as her sole and separate property, to N.P. Financial Corporation as trustee, for Old Kent Mortgage Company, dba National Pacific Mortgage, as beneficiary, and recorded as Instrument No. 19991115001505 on November 15, 1999, in the State of Washington, King County Recorder's Office. Together with the money due and to become due thereon with interest, and all rights accrued or to accrue under the instrument secured by the Deed of Trust.

Dated: 07-28-10 KT JPMorgan Chase Bank, N.A. successor by merger with Bank One, N.A.

RECORDING REQUESTED BY  
FIRST AMERICAN TITLE COMPANY  
AS AN ACCOMMODATION ONLY

By: Thomas Strain  
Name: Thomas Strain  
Title: Limited Signing Officer

State of Pennsylvania  
County of Montgomery ) ss.  
On 7/28/10

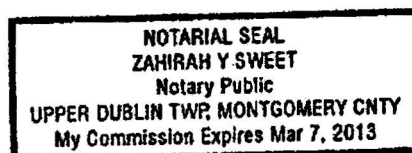
before me, Zahira Y Sweet, a Notary Public in and for said state, personally appeared Thomas Strain, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of PA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Zahira Y Sweet  
Notary Public

(This Area for Official Notary Seal)



I, Janet Shriver, representative of  
the King County Archives, Records and Licensing Services  
Division, Department of Executive Services, King County,  
State of Washington, do hereby certify the foregoing copy  
has been compared with the original instrument as the same  
appears on file and of record in our custody and that the  
same is a true, full and correct copy of said original and of  
the whole thereof.

Signature

Date

6-18-2013

**Exhibit H**



**SARAH E. SHORT**  
COMMISSION NO. 752074  
MY COMMISSION EXPIRES  
April 1, 2014 (This area for notarial seal)



**Exhibit I**

Electronically Recorded  
20130723001972

NEXTITLE  
Page 001 of 001  
07/23/2013 04:22  
King County, WA

ADT

14.00

After Recording Return to:  
Northwest Trustee Services, Inc.  
Attention: Nanci Lambert  
P.O. Box 997  
Bellevue, WA 98009-0997

7314.03549/Nicholls, Linda

**Assignment of Deed of Trust**

For Value Received, the undersigned as Beneficiary, hereby grants, conveys, assigns and transfers to 21st Mortgage Corporation, whose address is c/o Ocwen Loan Servicing, LLC, 3451 Hammond Avenue, Suite 150, Waterloo, IA 50702 all beneficial interest under that certain deed of trust, dated 11/01/99, executed by Linda C. Nicholls, An Unmarried Woman as her Sole and Separate Property, Grantors, to N.P. Financial Corporation, A California Corporation, Trustee, and recorded on 11/15/99, under Auditor's File No. 19991115001505, Records of KING County, Washington.

Dated July 9, 2013

Residential Funding Company, LLC

By: Tyrone Thorogood Tyrone Thorogood  
Title: Authorized Officer

STATE OF Pennsylvania

COUNTY OF Montgomery ) ss.

I certify that I know or have satisfactory evidence that Tyrone Thorogood is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Authorized Officer of Residential Funding Company, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 7/9/13

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

CHRISTINE MORALES, Notary Public  
Abington Twp., Montgomery County  
My Commission Expires January 28, 2015

Christine Morales  
NOTARY PUBLIC in and for the State of

Christine Morales PA

Residing at Montgomery

My commission expires 1-28-15

Exhibit 11  
Page 1 of 1

**Exhibit J**

FILED

12 OCT 31 PM 1:35

KING COUNTY  
SUPERIOR COURT CLERK  
E-FILED  
CASE NUMBER: 12-2-19854-3 SEA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

FOR THE COUNTY OF KING

DUNCAN K. ROBERTSON,	)	Case No. 12-2-19854-3
	)	
Plaintiff,	)	NOTICE OF BANKRUPTCY OF GMAC
	)	MORTGAGE, LLC, EXECUTIVE
v.	)	TRUSTEE SERVICES, LLC,
	)	RESIDENTIAL FUNDING REAL
GMAC MORTGAGE, LLC, et. al.	)	ESTATE HOLDINGS, LLC,
	)	RESIDENTIAL FUNDING
Defendants.	)	CORPORATION, AND HOMECOMINGS
	)	FINANCIAL, LLC AND EFFECT OF
	)	AUTOMATIC STAY

TO: Plaintiff

AND: Clerk of Court

Defendants and debtors GMAC Mortgage, LLC, Executive Trustee Services, LLC, Residential Funding Real Estate Holdings, LLC, Residential Funding Corporation, and Homecomings Financial Network, Inc. (collectively the "Debtors"), by and through their undersigned counsel, in accordance and consistent with section 362(a) of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"), respectfully submit this Notice of Bankruptcy and Effect of Automatic Stay, and state as follows:

1. On May 14, 2012 (the "Petition Date"), the Debtors and certain of its affiliates filed voluntary petitions (the "Petitions") under Chapter 11 of Title 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, NY 10004-1408 (the "Bankruptcy Court"). The Debtors' case is jointly administered under the Chapter 11 Case for the Debtor

1 Residential Capital, LLC, et al., and is indexed as case number 12-12020 (the  
2 "Bankruptcy Case").

3 2. As a result of the Bankruptcy Filing, on the Petition Date, the protections  
4 of the automatic stay codified in section 362(a) of the Bankruptcy Code arose with  
5 regard to the Debtors. Section 362(a), among other things, operates as an automatic  
6 stay of: (i) "the commencement or continuation, including the issuance or employment  
7 of process, of a judicial, administrative, or other action or proceeding" against the  
8 Chapter 11 Debtors (11 U.S.C. § 362(a)(1)); (ii) acts to "obtain possession of property"  
9 of the Debtors' Chapter 11 estates (11 U.S.C. § 362(a)(3)); and (iii) acts to "collect,  
10 assess, or recover a claim" against the Debtors arising prior to the Petition Date (11  
11 U.S.C. § 362(a)(6)).

12 3. On July 13, 2012, the Bankruptcy Court entered a Final Supplemental  
13 Order granting, among other things, the Debtors' motion for limited relief from the  
14 automatic stay to permit non-Debtor parties, in foreclosure and eviction proceedings,  
15 borrower bankruptcy cases, and title disputes initiated by Debtors, to continue to assert  
16 and prosecute certain defenses, claims and counterclaims in those cases and  
17 proceedings (the "Final Supplemental Order"). Paragraphs 14, 15, 16, and 17 of the  
18 Final Supplemental Order identify the categories of defenses, claims, and counterclaims  
19 in those actions and proceedings for which the automatic stay has been modified (the  
20 "Permitted Claims"). A copy of the Final Supplemental Order is attached hereto as  
21 Exhibit 1.

22 4. As set forth in the Final Supplemental Order, Permitted Claims in a  
23 foreclosure action are those asserted by a borrower, mortgagor, or lienholder (defined  
24 as an "Interested Party") that relate "exclusively to the property that is the subject of the  
25 loan owned or serviced by a Debtor for the purposes of defending, unwinding, or  
26 otherwise enjoining or precluding any foreclosure, whether in a Judicial State or a Non-

Judicial State, or eviction proceeding...,” (Ex. A, ¶ 14(a)), and/or those that would “terminate or preclude the prosecution and completion of a foreclosure” (*Id.*, ¶ 14(b)). However, direct claims and counterclaims “for monetary relief of any kind and of any nature against the Debtors,” and/or “for relief that if granted, would not terminate or preclude the prosecution and completion of a foreclosure or eviction,” are not Permitted Claims (*Id.*).

5. To the extent that the defenses, claims, and counterclaims do not constitute Permitted Claims, they remain subject to the automatic stay, and the continued prosecution of these claims is prohibited, except a claim for monetary relief may proceed if it must be pled in order to allow an Interested Party to assert a claim or defense that would enjoin or preclude a foreclosure (*Id.*, ¶ 14(b)(1)). “[U]nder no circumstances shall an Interested Party be entitled to enforce against, recoup, set off or collect from the Debtors any judgment or award related to any direct claim or counterclaim for which the automatic stay has been lifted by the terms of this Order....” (*Id.*, ¶ 14(d)).

6. With regard to this matter, plaintiff has asserted various claims against Debtors that appear to arise from a non-judicial foreclosure action commenced against a property in which he claims an interest that seeks relief that, if granted, would terminate or preclude the foreclosure or subsequent foreclosure. These claims include quiet title and wrongful foreclosure. These appear to fall within the definition of Permitted Claims and may proceed. However, to the extent that such claims include a demand for monetary relief, including a demand for attorney’s fees, such request for monetary relief remains subject to the automatic stay, and the continued prosecution for monetary relief is prohibited.

///

///



1           7. Plaintiff has also asserted various claims against Debtors that seek  
2 monetary relief, or relief that would not terminate or preclude the prosecution and  
3 completion of the foreclosure. These claims include: misrepresentation, trespass, fraud,  
4 infliction of emotional distress, violation of duty of good faith and fair dealing, agency  
5 liability, Washington's RICO statutes, violation of Washington's Consumer Protection  
6 Act, and unjust enrichment. These claims appear to fall outside the definition of  
7 Permitted Claims, and thus they remain subject to the automatic stay, and the continued  
8 prosecution of these claims is prohibited.

9           8. Pursuant to paragraph 23 of the Final Supplemental Order, any dispute  
10 regarding the extent, application, and/or effect of the automatic stay under the Final  
11 Supplemental Order must be heard and determined in the United States Bankruptcy  
12 Court for the Southern District of New York, jointly administered under Case No. 12-  
13 12020, in accordance with the Case Management Order entered in the Debtors' case  
14 [Docket No. 141] and such other and further orders as may be entered by the United  
15 States Bankruptcy Court for the Southern District of New York.<sup>1</sup>

16           9. This notice has been sent to counsel for plaintiff.

17           Dated this 31st day of October, 2012.

18                           SUSSMAN SHANK LLP

19  
20                           By /s/ William G. Fig  
21                           William G. Fig, WSBA 33943  
22                           billf@sussmanshank.com  
23                           Attorneys for Defendants

24  
25                           F:\WDOCS\CLNTFLS\20809\082\PLEADING\00689372.DOC

26  
<sup>1</sup> A copy of the Case Management Order may be obtained at no charge at <http://www.kccllc.net/rescap>.

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

**FINAL SUPPLEMENTAL ORDER UNDER BANKRUPTCY CODE SECTIONS 105(a), 362, 363, 502, 1107(a), AND 1108 AND BANKRUPTCY RULE 9019 (I) AUTHORIZING THE DEBTORS TO CONTINUE IMPLEMENTING LOSS MITIGATION PROGRAMS; (II) APPROVING PROCEDURES FOR COMPROMISE AND SETTLEMENT OF CERTAIN CLAIMS, LITIGATIONS AND CAUSES OF ACTION; (III) GRANTING LIMITED STAY RELIEF TO PERMIT FORECLOSURE AND EVICTION PROCEEDINGS, BORROWER BANKRUPTCY CASES, AND TITLE DISPUTES TO PROCEED; AND (IV) AUTHORIZING AND DIRECTING THE DEBTORS TO PAY SECURITIZATION TRUSTEE FEES AND EXPENSES**

Upon the motion (the "Motion")<sup>1</sup> of Residential Capital, LLC, and certain of its affiliates, as debtors and debtors in possession (collectively, the "Debtors") for entry of a supplemental order under Bankruptcy Code sections 105(a), 362, 363, 1107(a) and 1108, and Bankruptcy Rule 9019 (i) authorizing the Debtors to continue implementing loss mitigation programs; (ii) approving procedures for the compromise and settlement of certain claims, litigations and causes of action in the ordinary course of the Debtors' business; (iii) granting limited stay relief to permit (w) borrowers or their tenants, as applicable, to prosecute direct claims and counter-claims in foreclosure and eviction proceedings (including in states in which non-judicial foreclosure is followed), (x) borrowers to prosecute certain actions in borrower bankruptcy cases, (y) the Debtors to prosecute foreclosure actions in those circumstances where

<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion. Creditors and parties-in-interest with questions or concerns regarding the Debtors' Chapter 11 cases or the relief granted herein may refer to <http://www.kccllc.net/rescap> for additional information.

EX 1  
 PAGE 1 OF 19



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they service senior mortgage loans and own the junior mortgage loans on the underlying property, and (z) third party lien holders to prosecute direct claims and counter-claims in actions involving the amount, validity or priority of liens on properties subject to foreclosure proceedings; and (iv) authorizing and directing the Debtors to pay certain securitization trustee fees and expenses; and the Court having considered the Whitlinger Affidavit and the Bocresion Declaration; and the Court having entered the Interim Supplemental Order on June 15, 2012 [Docket No. 391]; and the Court having entered a final order on June 15, 2012 granting the GA Servicing Motion on a final basis [Docket No. 401]; and the Court having entered a final order on June 15, 2012 granting the Non-GA Servicing Motion on a final basis [Docket No. 402]; and it appearing that this Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that venue of these Chapter 11 cases and the Motion in this district is proper pursuant to 28 U.S.C §§ 1408 and 1409; and it appearing that this proceeding on the Motion is a core proceeding pursuant to 28 U.S.C. § 157(b); and sufficient notice of the Motion having been given and it appearing that no other or further notice need be provided; and the National Association of Consumer Bankruptcy Attorneys, on its own behalf and in a representative capacity, two individuals who are debtors under Chapter 13, and Edward Boltz, counsel for those individuals, having filed jointly the Limited Omnibus Objection To The Servicing Orders And Debtors' May 31, 2012 Motion For A Supplemental Order [Docket No. 221] (the "NACBA Objection"); and the Committee having filed the Omnibus Response And Reservation Of Rights Of The Official Committee Of Unsecured Creditors To Certain Of The Debtors' First Day Motions [Docket No. 240]; and the Debtors having filed the Omnibus Reply To Objections To Entry Of Final Orders For Specific "First Day" Motions And Related Relief [Docket. No. 254]; and upon the record of the hearing; and it appearing that the relief requested

by the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and after due deliberation thereon; and any objections to the Motion, including the NACBA Objection, having been withdrawn, resolved, or overruled on the merits; and sufficient cause appearing therefor, it is hereby

**ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Motion is GRANTED on a final basis, as set forth herein, and any objections to the Motion are hereby overruled;

Loss Mitigation Programs

2. The Debtors are authorized, but not directed in their sole and absolute discretion and subject to available funding, to continue developing and implementing loss mitigation programs and procedures in the ordinary course of their businesses *nunc pro tunc* to the Petition Date, including, but not limited to, making incentive payments to borrowers in connection with the closing of short sales, or vacating properties in lieu of foreclosure or eviction proceedings, or in the form of borrower rebates for loan payoffs including honoring all obligations related thereto that accrued in whole or in part prior to the Petition Date (collectively, the "Loss Mitigation Programs"); provided, however, that the aggregate cash payments made by the Debtors to individual borrowers under the Loss Mitigation Programs that are not reimbursed to the Debtors shall not exceed \$550,000 per month (the "Monthly Cap"), absent consent of the Committee or further order of the Court; provided, further, however, that to the extent the Debtors do not exceed the Monthly Cap in any month they shall be entitled to utilize the difference between the actual amount and the Monthly Cap in any succeeding month. The Debtors shall provide monthly reports to the Committee and the Office of the United States Trustee for the Southern District of New York (the "U.S. Trustee"), which reports shall be in a

form agreed to by the Debtors and the Committee and such additional information as shall be reasonably requested by the Committee, in each case, concerning the Loss Mitigation Programs.

3. Cash payments made by the Debtors to individual borrowers under the Loss Mitigation Programs for which the Debtors are not reimbursed shall not exceed \$4.2 million in the aggregate, absent consent of the Committee or further order of the Court. For the avoidance of doubt, the limitation on the amount of cash payments provided for in this paragraph 3 is in addition to the limitation on the amount of cash payments provided for in paragraph 12 hereof.

#### Settlement Procedures

4. The Debtors are authorized, but not directed to compromise and settle certain claims brought by the Debtors against any non-insider third parties in connection with foreclosure, eviction, or borrower bankruptcy proceedings (each a "Settling Party") or by a Settling Party against any of the Debtors (each, a "Claim") in accordance with the following two-tiered procedures (the "Settlement Procedures"):

Tier I: The Debtors, in their sole discretion, may enter into, execute and consummate written agreements of settlement with respect to Claims that will be binding on the Debtors and their estates without further action by this Court or notice to any party and grant such Settling Parties cash payments or allowed prepetition claims in amounts not to exceed \$40,000 in full settlement of such Claim (each, a "Tier I Settlement").

Tier II: The Debtors may enter into, execute and consummate written agreements of settlement with respect to Claims that will be binding on the Debtors and their estates without further action by this Court or notice to any party and grant such Settling Parties cash payments or allowed prepetition claims in amounts exceeding \$40,000 but less than \$100,000 in full settlement of such Claims (each, a "Tier II Settlement"); provided, that in each case:

(a) The Debtors must provide advance written notice (by formal or informal means, including by e-mail correspondence) of the terms of any Tier II Settlement to (x) the U.S. Trustee, 33



Whitehall Street, 21st Floor, New York, New York 10004, Attn: Brian S. Masumoto, (y) counsel for the Committee, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas New York, NY 10036, Attn: Kenneth H. Eckstein and Douglas H. Mannal; and (z) counsel to the administrative agent for the Debtors' providers of debtor in possession financing, Skadden, Arps, Slate, Meagher & Flom LLP, 4 Times Square, New York, New York 10036, Attn: Kenneth S. Ziman and Jonathan H. Hofer (collectively the "Notice Parties")

(b) Those Notice Parties wishing to object to any proposed Tier II Settlement must serve a written objection (by formal or informal means, including by e-mail correspondence) on the Debtors, so that it is received by no later than 4:00 p.m. (prevailing Eastern Time) on the day that is seven (7) calendar days from the date the Notice Parties received written notice of such Tier II Settlement (the "Settlement Objection Deadline"). Objections should be addressed to the proposed attorneys for the Debtors, Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, New York 10104, Attn: Darren M. Nashelsky (LNashelsky@mofo.com) and Norman S. Rosenbaum (NRosenbaum@mofo.com).

(c) If the Debtors receive a timely objection from a Notice Party, the parties will confer and attempt to resolve any differences. Failing that, the Debtors may petition the Court for approval of the Tier II Settlement in accordance with any case management orders entered in the Chapter 11 cases. An objection by a Notice Party with respect to a given Tier II Settlement shall not delay the finality or effectiveness of any other settlement to which an objection has not timely been delivered.

(d) If the Debtors do not receive a written objection to a Tier II Settlement from a Notice Party by the Settlement Objection Deadline, then such Tier II Settlement shall be deemed approved and the Debtors and Settling Parties may carry out the terms of such Tier II Settlement without further notice or Court approval.

5. The Debtors shall be required to seek approval from the Court in order to enter into and consummate any proposed settlement of a Claim with a settlement amount in excess of \$100,000.

6. The Debtors are authorized in their sole discretion, but not directed, to settle claims where some or all of the consideration is being provided by a third party and/or

where the Debtors are releasing claims against creditors or third parties provided the Debtors otherwise comply with the Settlement Procedures.

7. The Settlement Procedures are without prejudice to the right of the Debtors to seek an order of this Court approving additional or different procedures with respect to specific claims or categories of claims. For claims relating to matters specified in paragraphs 14(a) and 15(a) of this Order that were resolved pursuant to a settlement prior to the Petition Date, but where such settlement has not been consummated, the Debtors are authorized, but not directed to, consummate said settlements in accordance with the Settlement Procedures set forth in this Order.

8. Notwithstanding anything to the contrary contained herein, this Order shall not affect, impair, impede or otherwise alter the right of the Debtors to resolve any prepetition or postpetition controversy arising in the ordinary course of the Debtors' businesses, or resolve any controversy authorized by any other order of the Court.

9. Nothing in this Order or the Motion shall constitute a determination or admission of liability or of the validity or priority of any claim against the Debtors, and the Debtors reserve their rights to dispute the validity or priority of any claim asserted.

10. The authority granted in this Order shall not replace or obviate the need to comply with the Debtors' internal procedures, legal or otherwise, for authorizing the settlements contemplated in the Motion. All settlements made pursuant to the Settlement Procedures shall, to the extent applicable, be made in accordance with the Debtors' settlement procedures in effect as of the Petition Date (the "Internal Settlement Protocol") and as may be amended from time; provided, however, that the Debtors shall provide the Committee and the U.S. Trustee with notice of any material changes to the Internal Settlement Protocol.

11. The Debtors shall provide monthly reports to the Committee and the U.S. Trustee, which reports shall be in a form agreed to by the Debtors and the Committee, and such additional information as shall be reasonably requested by the Committee, in each case, concerning settlements of any Claims pursuant to the Settlement Procedures.

12. Cash payments made by the Debtors under the Settlement Procedures shall not exceed \$4 million in the aggregate, absent consent of the Committee or further order of the Court.

13. Any period prescribed or allowed by the Settlement Procedures shall be computed in accordance with Bankruptcy Rule 9006.

Limited Relief from Automatic Stay

*Borrower Foreclosure And Eviction Proceedings*

14. The stay imposed by section 362(a) of the Bankruptcy Code applicable to (a) pending and future foreclosure actions initiated by the Debtors or in those states providing for non-judicial foreclosures, by a borrower; and (b) pending and future eviction proceedings with respect to properties for which a foreclosure has been completed or is pending, is hereby modified pursuant to the following terms and conditions:

(a) except as set forth herein, a borrower, mortgagor, or lienholder (each, an "Interested Party") shall be entitled to assert and prosecute direct claims and counter-claims relating exclusively to the property that is the subject of the loan owned or serviced by a Debtor for the purposes of defending, unwinding, or otherwise enjoining or precluding any foreclosure, whether in a Judicial State or a Non-Judicial State, or eviction proceeding, where a final judgment (defined as any judgment where the right to appeal or seek reconsideration has expired or has been exhausted) permitting the foreclosure or



eviction has not been awarded or, with respect to completed foreclosure sales in Non-Judicial States, where any applicable challenge period has not yet expired, and to prosecute appeals with respect to any such direct claims or counter-claims;

(b) absent further order of the Court, the automatic stay shall remain in full force and effect with respect to all pending and future Interested Party direct claims and counter-claims: (i) for monetary relief of any kind and of any nature against the Debtors, except where a monetary claim must be plead in order for an Interested Party to a assert a claim to defend against or otherwise enjoin or preclude a foreclosure (each a "Mandatory Monetary Claim"); (ii) for relief that if granted, would not terminate or preclude the prosecution and completion of a foreclosure or eviction; or (iii) asserted in the form of a class action or collective action;

(c) absent further order of the Court, the stay shall remain in full force and effect with respect to any party seeking to intervene to assert related claims against the Debtors or any class action or collective action brought by any Interested Party on behalf of any other Interested Party or class of Interested Parties;

(d) under no circumstances shall an Interested Party be entitled to enforce against, recoup, setoff or collect from the Debtors any judgment or award related to any direct claim or counter-claim for which the automatic stay has been lifted by the terms of this Order, including, without limitation, a Mandatory Monetary Claim;

(e) the Debtors shall retain the right, upon appropriate motion and notice to any affected Interested Party, to seek to impose any provision of section 362(a) of the Bankruptcy Code modified by this Order and to the extent such relief is sought, the

Debtors will not object to the Interested Party's telephonic participation at any hearing on the motion; and

(f) nothing set forth herein shall preclude or limit any Interested Party from seeking relief from the automatic stay under section 362(a) of the Bankruptcy Code on appropriate motion and notice to the Debtors and parties in interest.

*Borrower Bankruptcy Proceedings*

15. The automatic stay imposed by section 362(a) of the Bankruptcy Code applicable against a borrower who currently has filed, or in the future files, for bankruptcy protection under any chapter of the Bankruptcy Code (a "Bankruptcy Borrower"), is hereby modified pursuant to the following terms and conditions:

(a) except as set forth herein, a Bankruptcy Borrower or a trustee duly appointed under the Bankruptcy Code in the Bankruptcy Borrower's bankruptcy case (a "Bankruptcy Trustee") shall be entitled to: (i) assert and prosecute or continue to prosecute an objection to the Debtors' proof of claim filed in the Bankruptcy Borrower's bankruptcy case; (ii) assert and prosecute or continue to prosecute an objection to the Debtors' motion for relief from the automatic stay filed in the Bankruptcy Borrower's bankruptcy case; (iii) commence or continue to prosecute against the Debtors a motion or adversary proceeding, as applicable, to determine the validity, priority or extent of a Debtor's lien against the Bankruptcy Borrower's property; (iv) commence or continue to prosecute against the Debtors a motion or adversary proceeding, as applicable, to reduce (including to reduce to \$0) or fix the amount of the Debtors' claim or lien against the Bankruptcy Borrower's property; (v) prosecute appeals with respect to items (i) through (iv) above; (vi) seek an accounting from the Debtors with respect to the Bankruptcy



Borrower's loan; and (vii) enter into, execute and consummate a written agreement of settlement with the Debtors where the Debtors elect to enter into such settlement in their sole discretion (but subject to the Settlement Procedures), to resolve items (i) through (vi) above;

(b) except as set forth herein, a Bankruptcy Borrower shall be entitled to (i) engage in court-supervised or court-authorized loss-mitigation programs regarding the Bankruptcy Borrower's loan; and (ii) engage in discussions with the Debtors and execute a modification of the Bankruptcy Borrower's loan or otherwise discuss, enter into and consummate settlements of claims and liens in accordance with the ordinary course of the Debtors' business and applicable law;

(c) absent further order of the Court, the automatic stay shall remain in full force and effect with respect to all Bankruptcy Trustee's and Bankruptcy Borrower's direct claims, counter-claims, motions or adversary proceedings: (i) for monetary relief of any kind and of any nature against the Debtors; (ii) for violation of any local, state or federal statute or other law in connection with the origination of the Bankruptcy Borrower's loan; (iii) for relief that if granted, would have no effect on the amount, validity or priority of the Debtors' claim or lien against a Bankruptcy Borrower or the property of the Bankruptcy Borrower securing such claim or lien of the Debtors; or (iv) asserted in the form of a class action or collective action; provided however, a Bankruptcy Trustee or Bankruptcy Borrower, solely in connection with their objections to Debtors' proof of claim permitted by paragraph 15(a)(i) or proceedings permitted by 15(a)(iii), may assert claims of the type covered by subsection (i) or (ii) of this paragraph 15(c);

(d) absent further order of the Court, the automatic stay shall remain in full force and effect with respect to any party seeking to intervene to assert related claims against the Debtors or any class action or collective action brought by any Bankruptcy Borrower on behalf of any other class of borrowers;

(e) with the sole exception of objections to Debtors' proofs of claim permitted by paragraph 15(a)(i) above and proceedings described in 15(a)(iii) above and solely for purposes of reducing any such claim and not for the purpose of obtaining an affirmative recovery or award, under no circumstances shall a Bankruptcy Borrower or Bankruptcy Trustee be entitled to recoup, setoff or collect from the Debtors any judgment or award related to any direct claim or counter-claim for which the automatic stay has been lifted by the terms of this Order;

(f) the Debtors shall retain the right, upon appropriate motion and notice to any Bankruptcy Borrower or Bankruptcy Trustee, to seek to impose any provision of section 362(a) of the Bankruptcy Code modified by this Order and to the extent such relief is sought, the Debtors will not object to the Interested Party's telephonic participation at any hearing on the motion; and

(g) nothing set forth herein shall preclude or limit any Bankruptcy Borrower or Bankruptcy Trustee from seeking relief from the automatic stay under section 362(a) of the Bankruptcy Code on appropriate motion and notice to the Debtors and parties in interest.

*Foreclosures By The Debtors On Senior Loans*

16. The stay imposed by section 362(a) of the Bankruptcy Code applicable to pending and future foreclosure actions initiated by the Debtors in cases where they act as

servicer for the Senior Loan and also own (or for which the applicable public land records otherwise reflect that the Debtors hold an interest) the Junior Loan with respect to the underlying property (collectively, the "Junior Foreclosure Actions") is hereby modified pursuant to the following terms and conditions:

(a) except as otherwise set forth herein, the Debtors shall be entitled to assert and prosecute Junior Foreclosure Actions, whether in a Judicial State or a Non-Judicial State;

(b) the Debtors shall be entitled to take such actions as are necessary to extinguish the lien with respect to a Junior Loan or to otherwise ensure clear and marketable title with respect to the property underlying a Senior Loan in connection with any sale or other disposition of such property;

(c) the Debtors shall be entitled to seek all appropriate relief with respect to a Senior Loan in connection with the bankruptcy cases of a Bankruptcy Borrower without further order of the Court; and

(d) the Debtors shall provide monthly reports to the Committee and the U.S. Trustee, which reports shall be in a form agreed to by the Debtors and the Committee, and such additional information as shall be reasonably requested by the Committee, in each case, concerning Junior Foreclosure Actions.

*D. Actions Involving Amount, Validity Or Priority Of Liens*

17. The stay imposed by section 362(a) of the Bankruptcy Code applicable to actions involving the amount, validity, and/or priority of liens commenced by third parties purporting to have a lien interest or other claim ("Third Party Claimants") with respect to

properties that are subject to mortgages owned or serviced by the Debtors ("Title Disputes") is hereby modified pursuant to the following terms and conditions:

(a) except as otherwise set forth herein, a Third Party Claimant shall be entitled to assert and prosecute direct claims and counter-claims relating exclusively to the property that is the subject of the loan owned or serviced by a Debtor in connection with any Title Dispute, and to prosecute appeals with respect to any such direct claims or counter-claims;

(b) absent further order of the Court, the automatic stay shall remain in full force and effect with respect to all pending and future Third Party Claimant direct claims and counter-claims: (i) for monetary relief of any kind and of any nature against the Debtors; (ii) for relief that is not necessary for the resolution of the Title Dispute; or (iii) asserted in the form of a class action or collective action;

(c) absent further order of the Court, the stay shall remain in full force and effect with respect to any party seeking to intervene to assert related claims against the Debtors or any class action or collective action brought by any Third Party Claimant on behalf of any other Third Party Claimant or class of Third Party Claimants;

(d) under no circumstances shall a Third Party Claimant be entitled to enforce against, recoup, setoff or collect from the Debtors any judgment or award related to any direct claim or counter-claim for which the automatic stay has been lifted by the terms of the Order;

(e) the Debtors shall be entitled to take such actions as are necessary to clear title with respect to property that is subject to a Title Dispute or to otherwise ensure



clear and marketable title with respect to such property in connection with any sale, foreclosure or other disposition of such property;

(f) the Debtors shall retain the right, upon appropriate motion and notice to any affected Third Party Claimant, to seek to impose any provision of section 362(a) of the Bankruptcy Code modified by the Order; and

(g) nothing set forth herein shall preclude or limit any Third Party Claimant from seeking relief from the automatic stay under section 362(a) of the Bankruptcy Code on appropriate motion and notice to the Debtors and parties in interest.

Payment of Securitization Trustee Fees and Expenses

18. The Debtors shall continue to perform all of their respective servicing duties and servicing related duties, including, but not limited to, their duties as master servicer, under all the governing agreements (including, without limitation, pooling and servicing agreements, servicing agreements, or any other agreements concerning or relating to the Debtors' obligations to reimburse and/or indemnify for reasonable fees, costs, expenses, liabilities, and/or losses) (collectively, the "Agreements") relating to Debtor-sponsored securitization transactions and non-Debtor sponsored securitization transactions to which any of The Bank of New York Mellon Trust Company, N.A., Wells Fargo Bank, N.A., Deutsche Bank Trust Company Americas, Deutsche Bank National Trust Company, or U.S. Bank National Association, or any affiliate of such entities acts as trustee for which any Debtor performs servicing duties, in each of their respective capacities as trustee (collectively, the "Trustees") and one or more of the Debtors is a party, including but not limited to, making all principal, interest or other servicing advances (including property protection advances) and reimbursing, indemnifying, defending and holding harmless the Trustees and the securitization trusts for any liability, loss, or reasonable fees, cost

or expense (including fees and disbursements of counsel or agents) incurred by any of the Trustees in the performance of their duties or their administration of the trusts or other agencies under the Agreements to the extent required by the Agreements. For the avoidance of doubt, the Debtors shall pay the reasonable, actual out-of-pocket costs and expenses of the Trustees in connection with reviewing and analyzing the request by the Debtors to approve the MBS Settlement Agreement, and in connection with reviewing and analyzing amendments to the Agreements as necessary or appropriate in connection with any proposed Chapter 11 plan, the MBS Settlement Agreement or the Platform Sale. Notwithstanding the foregoing, nothing in this paragraph 18 shall require any Debtor (i) to repurchase any mortgage loans on the basis of alleged breaches of representations, warranties or other requirements of the Agreements, or make any make-whole payments with respect to any mortgage loans pursuant to the Agreements; or (ii) to enforce, as against any other Debtor entity or any non-Debtor affiliate, any provision of the Agreements under which such other Debtor entity or non-Debtor affiliate are required to repurchase any mortgage loans on the basis of alleged breaches of representations, warranties or other requirements of the Agreements, or make any make-whole payments with respect to any mortgage loans pursuant to the Agreements; and nothing in this paragraph 18 shall be deemed to impose liability on any Debtor with respect to such alleged breaches or make-whole payment requirements.

19. The Trustees shall submit invoices to (a) counsel to the Debtors, (b) counsel to the Committee, and (c) the U.S. Trustee, and all such invoices shall include (i) an itemization of all professional fees by task with a detailed description of the work performed in connection with such task, (ii) a description of related expenses, and (iii) a description of any indemnity claims. Thereafter, within thirty (30) days of presentment of such invoices, if no

written objections to the reasonableness of the fees and expenses charged in any such invoice (or portion thereof) is made by the Debtors, the Committee, or the U.S. Trustee, the Debtors are authorized and directed to pay all reasonable fees, costs and expenses and all indemnity claims referred to in paragraph 18 (including without limitation, attorney, financial advisor, consultant and expert fees and costs) incurred postpetition by any of the Trustees relating to the performance of each of the Trustees' duties or the administration of the trusts or other agencies under the Agreements (the "Trustee Expenses") that are not subject to an objection by the Debtors, the Committee, or the U.S. Trustee without further order from the Court. Any objection to the payment of the Trustee Expenses shall be made only on the basis of "reasonableness," and shall specify in writing the amount of the contested fees and expenses and a detailed basis for such objection. To the extent an objection only contests a portion of an invoice, the undisputed portion thereof shall be promptly paid. If any such objection to payment of an invoice (or any portion thereof) is not otherwise resolved between the Debtors, the Committee, or the U.S. Trustee and the issuer of the invoice, either party may submit such dispute to the Court for a determination as to the reasonableness of the disputed amounts. This Court shall resolve any dispute as to the reasonableness of any fees and expenses.

20. To the extent either the Committee, or the RMBS Trustees determine that the Trustee Expenses were improperly or mistakenly allocated to an RMBS trust or to the Debtors' estates, the Committee and the RMBS Trustees reserve the right to seek to correct the allocation of the Trustee Expenses as between the RMBS trusts or the Debtors' estates in accordance with the applicable Agreement, and such adjustment shall be the Committee's and RMBS Trustees' sole remedy arising from a misallocation. All Trustee Expenses for which (a) no objection under paragraph 19 has been interposed, or (b) where such an objection has been



interposed and the amount of Trustee Expenses determined by the Court to be reasonable, shall be entitled to administrative expense priority in the Debtors' Chapter 11 cases notwithstanding the entry of an order authorizing the assumption and assignment or rejection of any Agreement. However, the Debtors will not be responsible for any fees, costs and expenses incurred with respect to any Agreement after the entry of an order in the Debtors' Chapter 11 cases authorizing the rejection of such Agreement.

21. If any or all of the provisions of this Order are hereafter reversed, modified, limited, vacated or stayed, such reversal, stay, modification or vacatur shall not affect the validity, priority or enforceability of any Trustee Expenses incurred prior to the actual receipt of written notice by the Trustees of the effective date of such reversal, stay, modification or vacatur (the “Notice Date”). Notwithstanding any such reversal, stay, modification or vacatur, the payment of any Trustee Expenses incurred prior to the Notice Date and reimbursed prior to or after the Notice Date by the Debtors shall be governed in all respects by the original provisions of this Order, and the Trustees shall be entitled to all of the rights, remedies, privileges and benefits granted in this Order with respect to payment of Trustee Expenses.

22. Notwithstanding the Debtors' obligations set forth in paragraphs 18 and 19, nothing in this Order shall be deemed to limit, extinguish, or prejudice the Debtors' rights in any way to assume and assign or reject any Agreement in accordance with Bankruptcy Code section 365.

### Other Relief

23. Any disputes regarding the extent, application and/or effect of the automatic stay under this Order shall be heard and determined in the Debtors' jointly administered bankruptcy cases pending in the United States Bankruptcy Court for the Southern



District of New York, Case No. 12-12020 in accordance with the Case Management Order entered in the Debtors' cases [Docket No. 141] and such other and further orders as may be entered by the Court.

24. The Debtors are authorized and empowered to take all actions and execute such documents as may be necessary or appropriate to carry out the relief granted herein.

25. Nothing herein shall be deemed to limit the rights of the Debtors to operate their business in the ordinary course, and no subsequent order shall be required to confirm such rights.

26. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained herein shall constitute, nor is it intended to constitute, the assumption of any contract or agreement under Bankruptcy Code section 365 or the waiver by the Debtors or their non-Debtor affiliates of any of their rights pursuant to any agreement by operation of law or otherwise.

27. Notwithstanding anything to the contrary in this Order, any action to be taken pursuant to the relief authorized in this Order is subject to the terms of any cash collateral order or debtor in possession financing order entered in these chapter 11 proceedings. All amounts authorized to be paid pursuant to this Order are subject to the limitations and restrictions imposed by the Approved DIP Budget (as defined in the DIP Credit Agreement). To the extent that there is any inconsistency between the terms of this Order and the terms of any order relating to postpetition financing or cash collateral, the terms of the orders relating to postpetition financing or cash collateral shall govern.

28. Notwithstanding anything herein to the contrary, this Order shall not modify or affect the terms and provisions of, nor the rights and obligations under, (a) the Board

of Governors of the Federal Reserve System Consent Order, dated April 13, 2011, by and among AFI, Ally Bank, ResCap, GMAC Mortgage, LLC, the Board of Governors of the Federal Reserve System, and the Federal Deposit Insurance Corporation, (b) the consent judgment entered April 5, 2012 by the District Court for the District of Columbia, dated February 9, 2012, (c) the Order of Assessment of a Civil Money Penalty Issued Upon Consent Pursuant to the Federal Deposit Insurance Act, as amended, dated February 10, 2012, and (d) all related agreements with AFI and Ally Bank and their respective subsidiaries and affiliates.

29. Nothing in this Order shall discharge, release, or otherwise preclude any setoff or recoupment right of the United States of America, its agencies, departments, or agents.

30. The requirements set forth in Bankruptcy Rule 6004(a) are satisfied.

31. Notwithstanding the possible applicability of Bankruptcy Rules 2002(a)(3), 6004(h), 7062 or 9014, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

32. This Court shall retain jurisdiction with respect to all matters relating to the interpretation or implementation of this Order.

Dated: July 13, 2012  
New York, New York

/s/Martin Glenn  
MARTIN GLENN  
United States Bankruptcy Judge

CERTIFICATE OF SERVICE

THE UNDERSIGNED certifies:

1. My name is Karen D. Muir. I am a citizen of Washington County, state of Oregon, over the age of eighteen (18) years and not a party to this action.
2. On October 31, 2012, I caused to be delivered via **first-class U.S. Mail, postage prepaid**, a copy of: **NOTICE OF BANKRUPTCY OF GMAC MORTGAGE, LLC, EXECUTIVE TRUSTEE SERVICES, LLC, RESIDENTIAL FUNDING REAL ESTATE HOLDINGS, LLC, RESIDENTIAL FUNDING CORPORATION, AND HOMECOMINGS FINANCIAL, LLC AND EFFECT OF AUTOMATIC STAY**, to the interested parties of record, addressed as follows:

Helmut Kah  
Attorney at Law  
16818 140<sup>th</sup> Avenue NE  
Woodinville, WA 98072-9001  
Attorneys for Plaintiff

Duncan K. Robertson  
3520 SE Harold Court  
Portland, OR 97202-4344  
Plaintiff

I SWEAR UNDER PENALTY OF PERJURY that the foregoing is true and correct to the best of my knowledge, information, and belief.

Karen D. Muir, Legal Assistant

**Exhibit K**

**2:12-cv-02017-MJP** Robertson v. GMAC Mortgage, LLC et al  
 Marsha J. Pechman, presiding  
**Date filed:** 11/15/2012  
**Date of last filing:** 10/16/2014

## History

Doc. No.	Dates	Description
<a href="#"><u>1</u></a>	<i>Filed &amp; Entered:</i> 11/15/2012	Notice of Removal
	<i>Docket Text:</i> NOTICE OF REMOVAL from King County Superior Court, case number 12-2-19854-3 SEA; (Receipt # 0981-3017147), filed by Bank One National Association, JP Morgan Chase Bank, N.A.. (Attachments: # (1) Civil Cover Sheet)(Sullivan, Matthew)	
<a href="#"><u>2</u></a>	<i>Filed &amp; Entered:</i> 11/15/2012	Praecipe to Attach Document
	<i>Docket Text:</i> PRAECIPE to attach document (Exhibit A to Notice of Removal) re [1] Notice of Removal by Defendants Bank One National Association, JP Morgan Chase Bank, N.A.. (Sullivan, Matthew)	
<a href="#"><u>3</u></a>	<i>Filed &amp; Entered:</i> 11/15/2012	Certificate-Other
	<i>Docket Text:</i> CERTIFICATE of Filing Notice of Removal in Superior Court by Defendants Bank One National Association, JP Morgan Chase Bank, N.A.. (Sullivan, Matthew)	
<a href="#"><u>4</u></a>	<i>Filed &amp; Entered:</i> 11/15/2012	Verification of State Court Records
	<i>Docket Text:</i> VERIFICATION OF STATE COURT RECORDS re [1] Notice of Removal by Defendants Bank One National Association, JP Morgan Chase Bank, N.A.. (Attachments: # (1) Exhibit A-1, # (2) Exhibit A-2)(Sullivan, Matthew)	
<a href="#"><u>5</u></a>	<i>Filed &amp; Entered:</i> 11/15/2012	Corporate Disclosure Statement
	<i>Docket Text:</i> CORPORATE DISCLOSURE STATEMENT identifying Corporate Parent JPMorgan Chase & Co., Corporate Parent Bank One National Association for JP Morgan Chase Bank, N.A.. Filed pursuant to Fed.R.Civ.P 7.1. Filed by Defendants JP Morgan Chase Bank, N.A., Bank One National Association, JPMorgan Chase & Co.. (Sullivan, Matthew)	
	<i>Filed &amp; Entered:</i> 11/16/2012	Add and Terminate Judges
	<i>Docket Text:</i> Judge Marsha J. Pechman added. (RE)	
	<i>Filed &amp; Entered:</i> 11/16/2012	Notice to Filer
	<i>Docket Text:</i> <b>NOTICE TO ATTORNEY HELMUT KAH:</b> ECF REGISTRATION REQUIREMENT:The above case has been opened in this court today. The Western District of Washington has mandated electronic case filing as of June 1, 2004. Please take a moment to download the registration form on our web site, on the Electronic Case Filing page. Your user id and password will be emailed to you from the Clerks Office. This will allow you to file electronically as well as be served electronically via email. E-filing procedures are available on our web site. We also offer a two hour hands-on training class in e-filing. If you have any questions about e-filing, registration or training, please call the ECF Help Desk at 1-866-323-9293. Thank you. (Notice sent via ad hoc to attorney's email address) (RE)	
<a href="#"><u>6</u></a>	<i>Filed &amp; Entered:</i> 11/16/2012	Judge Assignment Letter



	<i>Docket Text:</i> LETTER from Clerk to counsel re receipt of case from King County Superior Court and advising of WAWD case number and judge assignment. (RE)	
<a href="#"><u>7</u></a>	<i>Filed &amp; Entered:</i> 11/19/2012	Motion for Leave to File Excess Pages
	<i>Terminated:</i> 11/26/2012	
	<i>Docket Text:</i> MOTION for Leave to File Excess Pages by Defendant LSI Title Agency Inc. (Attachments: # (1) Proposed Order) Noting Date 11/19/2012, (Santiago, Louis)	
<a href="#"><u>8</u></a>	<i>Filed &amp; Entered:</i> 11/21/2012	Answer to Complaint
	<i>Docket Text:</i> ANSWER to Complaint by First American Title Insurance Company.(Karol, Jennifer)	
<a href="#"><u>9</u></a>	<i>Filed &amp; Entered:</i> 11/21/2012	Acceptance of Service by Counsel
	<i>Docket Text:</i> ACCEPTANCE OF SERVICE of summons and complaint by counsel on behalf of Defendant LSI Title Agency Inc on 11/21/2012. (Santiago, Louis)	
<a href="#"><u>10</u></a>	<i>Filed &amp; Entered:</i> 11/21/2012	Corporate Disclosure Statement
	<i>Docket Text:</i> CORPORATE DISCLOSURE STATEMENT identifying Corporate Parent LSI Title Company for LSI Title Agency Inc. Filed pursuant to Fed.R.Civ.P 7.1. Filed by Defendants LSI Title Agency Inc, LSI Title Company. (Santiago, Louis)	
<a href="#"><u>11</u></a>	<i>Filed &amp; Entered:</i> 11/23/2012	Motion to Dismiss for Failure to State a Claim
	<i>Terminated:</i> 02/06/2013	
	<i>Docket Text:</i> MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM ; <i>In the Alternative, Motion to Strike</i> by Defendant LSI Title Agency Inc. Oral Argument Requested. (Attachments: # (1) Exhibit 1, # (2) Exhibit 2, # (3) Exhibit 3, # (4) Proposed Order on Motion to Dismiss, # (5) Proposed Order on Motion to Strike) Noting Date 1/4/2013, (Santiago, Louis)	
<a href="#"><u>12</u></a>	<i>Filed &amp; Entered:</i> 11/26/2012	Order on Motion for Leave to File Excess Pages
	<i>Docket Text:</i> ORDER denying [7] Defendant's Motion for Leave to File Excess Pages by Judge Marsha J. Pechman.(MD) Modified on 11/27/2012 -mailed copy of order to pltf(MD).	
<a href="#"><u>13</u></a>	<i>Filed:</i> 11/26/2012	Notice of Appearance
	<i>Entered:</i> 11/27/2012	
	<i>Docket Text:</i> NOTICE of Appearance Pro Se by Duncan Robertson. (MD)	
<a href="#"><u>14</u></a>	<i>Filed &amp; Entered:</i> 11/30/2012	Corporate Disclosure Statement
	<i>Docket Text:</i> CORPORATE DISCLOSURE STATEMENT identifying Corporate Parent First American Financial Corporation for First American Title Insurance Company. Filed pursuant to Fed.R.Civ.P 7.1. Filed by Defendants First American Title Insurance Company, First American Financial Corporation. (Karol, Jennifer)	
<a href="#"><u>16</u></a>	<i>Filed:</i> 11/30/2012	Motion for Miscellaneous Relief
	<i>Entered:</i> 12/03/2012	
	<i>Terminated:</i> 02/19/2013	
	<i>Docket Text:</i> MOTION for Proof of Authority to Represent and Response to Voir Dire by Plaintiff Duncan K Robertson. (Attachments: # (1) Exhibit, # (2) Proposed Order, # (3) Certificate of Service, # (4) Cover letter) Noting Date 12/28/2012, (MD)	
<a href="#"><u>17</u></a>	<i>Filed:</i> 11/30/2012	Motion to Remand
	<i>Entered:</i> 12/03/2012	
	<i>Terminated:</i> 02/19/2013	

	<i>Docket Text:</i> MOTION to Remand to King County Superior Court by Plaintiff Duncan K Robertson. (Attachments: # (1) Exhibit, # (2) Certificate of Service) Noting Date 12/28/2012, (MD)
<a href="#"><u>15</u></a>	<i>Filed &amp; Entered:</i> 12/03/2012 Jury Demand
	<i>Docket Text:</i> DEMAND for JURY TRIAL by Defendant LSI Title Agency Inc. (Santiago, Louis)
<a href="#"><u>18</u></a>	<i>Filed &amp; Entered:</i> 12/12/2012 Notice of Appearance
	<i>Docket Text:</i> NOTICE of Appearance by attorney William G Fig on behalf of Defendants Executive Trustee Services LLC, GMAC Mortgage LLC, HomeComings Financial LLC, Residential Funding Company LLC, Residential Funding Corporation, Residential Funding Real Estate Holdings LLC. (Fig, William)
<a href="#"><u>19</u></a>	<i>Filed &amp; Entered:</i> 12/12/2012 Certificate of Service
	<i>Docket Text:</i> CERTIFICATE OF SERVICE by Defendants Executive Trustee Services LLC, GMAC Mortgage LLC, HomeComings Financial LLC, Residential Funding Company LLC, Residential Funding Corporation, Residential Funding Real Estate Holdings LLC re [18] Notice of Appearance, . (Fig, William)
<a href="#"><u>20</u></a>	<i>Filed &amp; Entered:</i> 12/21/2012 Notice of Appearance
	<i>Docket Text:</i> NOTICE of Appearance by attorney Matthew S Sullivan on behalf of Defendant Bank of New York Trust Company NA. (Sullivan, Matthew)
<a href="#"><u>21</u></a>	<i>Filed &amp; Entered:</i> 12/21/2012 Notice of Appearance
	<i>Docket Text:</i> NOTICE of Appearance by attorney Peter Anthony Talevich on behalf of Defendant LSI Title Agency Inc. (Talevich, Peter)
<a href="#"><u>22</u></a>	<i>Filed &amp; Entered:</i> 12/21/2012 Notice-Other
	<i>Docket Text:</i> NOTICE of Removal ; filed by Defendant LSI Title Agency Inc. (Talevich, Peter)
<a href="#"><u>23</u></a>	<i>Filed &amp; Entered:</i> 12/24/2012 Response to Motion
	<i>Docket Text:</i> RESPONSE, by Defendants Bank One National Association, Bank of New York Trust Company NA, JP Morgan Chase Bank NA, to [16] MOTION for Proof of Authority to Represent and Response to Voir Dire. (Sullivan, Matthew)
<a href="#"><u>24</u></a>	<i>Filed &amp; Entered:</i> 12/24/2012 Response to Motion
	<i>Docket Text:</i> RESPONSE, by Defendants Bank One National Association, Bank of New York Trust Company NA, JP Morgan Chase Bank NA, to [17] MOTION to Remand. (Sullivan, Matthew)
<a href="#"><u>25</u></a>	<i>Filed &amp; Entered:</i> 12/24/2012 Declaration
	<i>Docket Text:</i> DECLARATION of Matthew Sullivan filed by Defendants Bank One National Association, Bank of New York Trust Company NA, JP Morgan Chase Bank NA re [17] MOTION to Remand (Attachments: # (1) Exhibit A, 1 of 2, # (2) Exhibit A, 2 of 2)(Sullivan, Matthew)
<a href="#"><u>26</u></a>	<i>Filed &amp; Entered:</i> 12/24/2012 Declaration
	<i>Docket Text:</i> DECLARATION of Warren A. Robinson filed by Defendants Bank One National Association, Bank of New York Trust Company NA, JP Morgan Chase Bank NA re [17] MOTION to Remand (Sullivan, Matthew)
<a href="#"><u>27</u></a>	<i>Filed &amp; Entered:</i> 12/24/2012 Declaration

	<i>Docket Text:</i> DECLARATION of Gary Finnell filed by Defendants Bank One National Association, Bank of New York Trust Company NA, JP Morgan Chase Bank NA re [17] MOTION to Remand (Sullivan, Matthew)
<a href="#">28</a>	<i>Filed &amp; Entered:</i> 12/24/2012 Declaration <i>Docket Text:</i> DECLARATION of William Fig filed by Defendants Bank One National Association, Bank of New York Trust Company NA, JP Morgan Chase Bank NA re [17] MOTION to Remand (Sullivan, Matthew)
<a href="#">29</a>	<i>Filed &amp; Entered:</i> 12/24/2012 Response to Motion <i>Docket Text:</i> RESPONSE, by Defendant LSI Title Agency Inc, to [16] MOTION for Proof of Authority to Represent and Response to Voir Dire. (Talevich, Peter)
	<i>Filed &amp; Entered:</i> 12/26/2012 Add and Terminate Attorneys <i>Docket Text:</i> Attorney Fred B Burnside for Bank of New York Trust Company NA added per [20] Notice of Appearance. (KN)
30	<i>Filed &amp; Entered:</i> 12/26/2012 Notice re Lack of Proper Signature <i>Docket Text:</i> NOTICE REGARDING LACK OF PROPER SIGNATURE. The [21] Notice of Appearance filed on 12/21/2012 was improperly signed by DAVID LENCI. As such, one or more attorneys were not added to the case and will not receive future notices until corrected. Pursuant to FRCP Rule 11 and LCR 83.2(a), signatures must comply with Section III(L) of the Electronic Filing Procedures, which states, "An electronically filed pleading or other document which requires an attorney's signature must have the signors' names printed or typed on the line and under all signature lines." (KN)
<a href="#">31</a>	<i>Filed &amp; Entered:</i> 12/26/2012 Notice of Appearance <i>Docket Text:</i> NOTICE of Appearance by attorney David John Lenci on behalf of Defendant LSI Title Agency Inc. (Lenci, David)
<a href="#">32</a>	<i>Filed &amp; Entered:</i> 12/26/2012 Notice re Pro Se Registration <i>Docket Text:</i> NOTICE: Plaintiff Duncan Robertson has registered to electronically file and receive electronic service in this case. (KN)
<a href="#">33</a>	<i>Filed &amp; Entered:</i> 12/27/2012 Motion to Withdraw as Attorney <i>Terminated:</i> 01/17/2013 <i>Docket Text:</i> MOTION to Withdraw as Attorney <i>of Record for LSI Title Agency, Inc.</i> by Defendant LSI Title Agency Inc. (Attachments: # (1) Proposed Order) Noting Date 1/11/2013, (Santiago, Louis)
<a href="#">34</a>	<i>Filed &amp; Entered:</i> 12/28/2012 Reply to Response to Motion <i>Docket Text:</i> REPLY, filed by Plaintiff Duncan K Robertson, TO RESPONSE to [17] MOTION to Remand (Attachments: # (1) Exhibit, # (2) Exhibit, # (3) Certificate of Service)(Robertson, Duncan)
<a href="#">35</a>	<i>Filed &amp; Entered:</i> 12/28/2012 Declaration <i>Docket Text:</i> DECLARATION of Duncan K. Robertson filed by Plaintiff Duncan K Robertson re [17] MOTION to Remand (Attachments: # (1) Exhibit, # (2) Certificate of Service)(Robertson, Duncan)
<a href="#">36</a>	<i>Filed &amp; Entered:</i> 12/28/2012 Reply to Response to Motion



	<i>Docket Text:</i> REPLY, filed by Plaintiff Duncan K Robertson, TO RESPONSE to [16] MOTION for Proof of Authority to Represent and Response to Voir Dire (Attachments: # (1) Certificate of Service)(Robertson, Duncan)
<a href="#">37</a>	<p><i>Filed &amp; Entered:</i> 12/28/2012 Reply to Response to Motion</p> <p><i>Docket Text:</i> Corrected REPLY, filed by Plaintiff Duncan K Robertson, TO RESPONSE to [16] MOTION for Proof of Authority to Represent and Response to Voir Dire, [17] MOTION to Remand (Attachments: # (1) Certificate of Service)(Robertson, Duncan) Modified on 12/31/2012 to indicate "corrected" reply, per phone call from Mr Robertson (TF).</p>
<a href="#">38</a>	<p><i>Filed &amp; Entered:</i> 12/31/2012 Declaration</p> <p><i>Docket Text:</i> DECLARATION of Duncan K. Robertson filed by Plaintiff Duncan K Robertson re [11] MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM ; <i>In the Alternative, Motion to Strike</i> (Attachments: # (1) Certificate of Service)(Robertson, Duncan)</p>
<a href="#">39</a>	<p><i>Filed &amp; Entered:</i> 12/31/2012 Objections</p> <p><i>Docket Text:</i> OBJECTIONS <i>Request Judicial Notice</i> by Plaintiff Duncan K Robertson. (Attachments: # (1) Exhibit, # (2) Exhibit, # (3) Certificate of Service)(Robertson, Duncan)</p>
<a href="#">40</a>	<p><i>Filed &amp; Entered:</i> 12/31/2012 Response to Motion</p> <p><i>Docket Text:</i> RESPONSE, by Plaintiff Duncan K Robertson, to [11] MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM ; <i>In the Alternative, Motion to Strike</i>. (Attachments: # (1) Certificate of Service)(Robertson, Duncan)</p>
<a href="#">41</a>	<p><i>Filed &amp; Entered:</i> 01/02/2013 Response to Motion</p> <p><i>Docket Text:</i> RESPONSE, by Defendants Executive Trustee Services LLC, GMAC Mortgage LLC, HomeComings Financial LLC, Residential Funding Company LLC, Residential Funding Corporation, Residential Funding Real Estate Holdings LLC, to [16] MOTION for Proof of Authority to Represent and Response to Voir Dire, [17] MOTION to Remand. (Fig, William)</p>
<a href="#">42</a>	<p><i>Filed &amp; Entered:</i> 01/03/2013 Praecipe-Other</p> <p><i>Docket Text:</i> PRAECIPE re [37] Reply to Response to Motion, [39] Objections, [40] Response to Motion, [35] Declaration by Plaintiff Duncan K Robertson. (Attachments: # (1) Exhibit, # (2) Certificate of Service)(Robertson, Duncan)</p>
<a href="#">43</a>	<p><i>Filed &amp; Entered:</i> 01/03/2013 Praecipe-Other</p> <p><i>Docket Text:</i> PRAECIPE re [39] Objections, [40] Response to Motion, [42] Praecipe-Other, [11] MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM ; <i>In the Alternative, Motion to Strike</i>, [35] Declaration by Plaintiff Duncan K Robertson. (Attachments: # (1) Exhibit, # (2) Certificate of Service)(Robertson, Duncan)</p>
<a href="#">44</a>	<p><i>Filed &amp; Entered:</i> 01/03/2013 Joint Status Report Order</p> <p><i>Docket Text:</i> ORDER REGARDING INITIAL DISCLOSURES, JOINT STATUS REPORT AND EARLY SETTLEMENT Joint Status Report due by 2/14/2013, by Judge Marsha J. Pechman. (RM)</p>
<a href="#">45</a>	<p><i>Filed &amp; Entered:</i> 01/03/2013 Praecipe-Other</p> <p><i>Docket Text:</i> PRAECIPE re [38] Declaration, [43] Praecipe-Other, [39] Objections, [40] Response to Motion by Plaintiff Duncan K Robertson. (Attachments: # (1) Certificate of Service) (Robertson, Duncan)</p>
<a href="#">46</a>	<p><i>Filed &amp; Entered:</i> 01/04/2013 Verification of State Court Records</p>

	<i>Docket Text:</i> VERIFICATION OF STATE COURT RECORDS by Defendant LSI Title Agency Inc. (Attachments: # (1) Exhibit A Part 1 of 2, # (2) Exhibit A Part 2 of 2)(Talevich, Peter)
<a href="#">47</a>	<i>Filed &amp; Entered:</i> 01/04/2013 Certificate of Service <i>Docket Text:</i> CERTIFICATE OF SERVICE by Defendant LSI Title Agency Inc re [46] Verification of State Court Records . (Talevich, Peter)
<a href="#">48</a>	<i>Filed &amp; Entered:</i> 01/04/2013 Reply to Response to Motion <i>Docket Text:</i> REPLY, filed by Defendant LSI Title Agency Inc, TO RESPONSE to [11] MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM ; <i>In the Alternative, Motion to Strike</i> (Talevich, Peter)
<a href="#">49</a>	<i>Filed &amp; Entered:</i> 01/17/2013 Order on Motion to Withdraw as Attorney <i>Docket Text:</i> ORDER Granting [33] Motion to Withdraw as Counsel of Record by Judge Marsha J. Pechman; Attorney Louis A Santiago from Holland and Knight LLP is withdrawn as counsel of record for LSI Title Agency, Inc. (TF) cc: D Robertson
<a href="#">50</a>	<i>Filed &amp; Entered:</i> 01/18/2013 Motion for Summary Judgment <i>Terminated:</i> 05/06/2013 <i>Docket Text:</i> MOTION for Summary Judgment <i>Against Plaintiff</i> by Defendant First American Title Insurance Company. (Attachments: # (1) Proposed Order) Noting Date 2/15/2013, (Neilson, Aaron)
<a href="#">51</a>	<i>Filed &amp; Entered:</i> 01/18/2013 Declaration <i>Docket Text:</i> DECLARATION of Aaron Neilson filed by Defendant First American Title Insurance Company re [50] MOTION for Summary Judgment <i>Against Plaintiff</i> (Attachments: # (1) Exhibit A, # (2) Exhibit B, # (3) Exhibit C, # (4) Exhibit D, # (5) Exhibit E, F & G, # (6) Exhibit H, # (7) Exhibit I, J, # (8) Exhibit K, L, M, N)(Neilson, Aaron)
<a href="#">52</a>	<i>Filed &amp; Entered:</i> 01/18/2013 Motion to Remand <i>Terminated:</i> 02/20/2013 <i>Docket Text:</i> MOTION to Remand by Plaintiff Duncan K Robertson. (Attachments: # (1) Exhibit, # (2) Exhibit, # (3) Proposed Order, # (4) Certificate of Service) Noting Date 2/15/2013, (Robertson, Duncan)
<a href="#">53</a>	<i>Filed &amp; Entered:</i> 01/21/2013 Praecipe to Attach Document <i>Docket Text:</i> PRAECIPE to attach document (Proposed Order) re [17] MOTION to Remand by Plaintiff Duncan K Robertson. (Attachments: # (1) Proposed Order, # (2) Certificate of Service) (Robertson, Duncan)
<a href="#">54</a>	<i>Filed &amp; Entered:</i> 01/21/2013 Praecipe-Other <i>Docket Text:</i> PRAECIPE re [52] MOTION to Remand by Plaintiff Duncan K Robertson. (Attachments: # (1) Exhibit, # (2) Exhibit, # (3) Supplement, # (4) Certificate of Service) (Robertson, Duncan)
<a href="#">55</a>	<i>Filed &amp; Entered:</i> 01/30/2013 Notice of Filing Bankruptcy <i>Docket Text:</i> NOTICE of Filing Bankruptcy by Defendants Executive Trustee Services LLC, GMAC Mortgage LLC, HomeComings Financial LLC, Residential Funding Company LLC, Residential Funding Corporation, Residential Funding Real Estate Holdings LLC. (Fig, William)
<a href="#">56</a>	<i>Filed &amp; Entered:</i> 01/30/2013 Corporate Disclosure Statement <i>Docket Text:</i> CORPORATE DISCLOSURE STATEMENT identifying Corporate Parent Ally Financial Inc. for Executive Trustee Services LLC, GMAC Mortgage LLC, HomeComings

	Financial LLC, Residential Funding Company LLC, Residential Funding Corporation, Residential Funding Real Estate Holdings LLC. Filed pursuant to Fed.R.Civ.P 7.1. Filed by Defendants Executive Trustee Services LLC, GMAC Mortgage LLC, HomeComings Financial LLC, Residential Funding Company LLC, Residential Funding Corporation, Residential Funding Real Estate Holdings LLC, Ally Financial Inc., Ally Financial Inc., Ally Financial Inc., Ally Financial Inc., Ally Financial Inc., Ally Financial Inc.. (Fig, William)	
<a href="#">57</a>	<i>Filed &amp; Entered:</i> 02/06/2013	Acceptance of Service by Counsel <i>Docket Text:</i> ACCEPTANCE OF SERVICE of summons and complaint by counsel <i>William G. Fig</i> on behalf of Defendants Executive Trustee Services LLC, GMAC Mortgage LLC, HomeComings Financial LLC, Residential Funding Company LLC, Residential Funding Corporation, Residential Funding Real Estate Holdings LLC on 02/06/13. (Fig, William)
<a href="#">58</a>	<i>Filed &amp; Entered:</i> 02/06/2013	Order on Motion to Dismiss for Failure to State a Claim <i>Docket Text:</i> ORDER granting[11] Defendant LSI Title Agency Inc.'s Motion to Dismiss for Failure to State a Claim. Plaintiff's motion to amend is DENIED. LSI Title Agency Inc terminated, by Judge Marsha J. Pechman.(MD)
<a href="#">59</a>	<i>Filed &amp; Entered:</i> 02/07/2013	Response to Motion <i>Docket Text:</i> RESPONSE, by Defendants Executive Trustee Services LLC, GMAC Mortgage LLC, HomeComings Financial LLC, Residential Funding Company LLC, Residential Funding Corporation, Residential Funding Real Estate Holdings LLC, to [17] MOTION to Remand. (Fig, William)
<a href="#">60</a>	<i>Filed &amp; Entered:</i> 02/07/2013	Declaration <i>Docket Text:</i> DECLARATION of Kari Krull filed by Defendants Executive Trustee Services LLC, GMAC Mortgage LLC, HomeComings Financial LLC, Residential Funding Company LLC, Residential Funding Corporation, Residential Funding Real Estate Holdings LLC re [52] MOTION to Remand (Fig, William)
<a href="#">61</a>	<i>Filed &amp; Entered:</i> 02/08/2013	Initial Disclosures <i>Docket Text:</i> INITIAL DISCLOSURES Filed by Plaintiff Duncan K Robertson. (Attachments: # (1) Certificate of Service)(Robertson, Duncan)
<a href="#">62</a>	<i>Filed &amp; Entered:</i> 02/08/2013	Notice-Other <i>Docket Text:</i> NOTICE <i>First American Title Insurance Company's Joinder in GMACM Defendants' Opposition to Plaintiff's Motion for Remand</i> re [59] Response to Motion, ; filed by Defendant First American Title Insurance Company. (Karol, Jennifer)
<a href="#">63</a>	<i>Filed &amp; Entered:</i> 02/11/2013	Response to Motion <i>Docket Text:</i> RESPONSE, by Defendants Bank One National Association, Bank of New York Trust Company NA, JP Morgan Chase Bank NA, to [52] MOTION to Remand . (Sullivan, Matthew)
<a href="#">64</a>	<i>Filed &amp; Entered:</i> 02/11/2013	Declaration <i>Docket Text:</i> DECLARATION of Duncan Robertson filed by Plaintiff Duncan K Robertson re [50] MOTION for Summary Judgment <i>Against Plaintiff</i> (Attachments: # (1) Exhibit, # (2) Exhibit, # (3) Exhibit, # (4) Exhibit, # (5) Certificate of Service)(Robertson, Duncan)
<a href="#">65</a>	<i>Filed &amp; Entered:</i> 02/11/2013	Declaration

	<i>Docket Text:</i> DECLARATION of Helmut Kah filed by Plaintiff Duncan K Robertson re [50] MOTION for Summary Judgment <i>Against Plaintiff</i> (Attachments: # (1) Certificate of Service) (Robertson, Duncan)	
<a href="#">66</a>	<i>Filed &amp; Entered:</i> 02/11/2013	Declaration
	<i>Docket Text:</i> DECLARATION of Helmut Kah filed by Plaintiff Duncan K Robertson re [50] MOTION for Summary Judgment <i>Against Plaintiff</i> (Attachments: # (1) Certificate of Service) (Robertson, Duncan)	
<a href="#">67</a>	<i>Filed &amp; Entered:</i> 02/11/2013	Declaration
	<i>Docket Text:</i> DECLARATION of Ryan Griffin filed by Plaintiff Duncan K Robertson re [50] MOTION for Summary Judgment <i>Against Plaintiff</i> (Attachments: # (1) Certificate of Service) (Robertson, Duncan)	
<a href="#">68</a>	<i>Filed &amp; Entered:</i> 02/11/2013	Declaration
	<i>Docket Text:</i> DECLARATION of Donald Griffin filed by Plaintiff Duncan K Robertson re [50] MOTION for Summary Judgment <i>Against Plaintiff</i> (Attachments: # (1) Certificate of Service) (Robertson, Duncan)	
<a href="#">69</a>	<i>Filed &amp; Entered:</i> 02/11/2013	Motion for Relief
	<i>Terminated:</i> 03/11/2013	
	<i>Docket Text:</i> MOTION for Relief by Plaintiff Duncan K Robertson. (Attachments: # (1) Proposed Order, # (2) Certificate of Service) Noting Date 2/22/2013, (Robertson, Duncan)	
<a href="#">70</a>	<i>Filed &amp; Entered:</i> 02/12/2013	Exhibit
	<i>Docket Text:</i> EXHIBIT <i>EXHIBIT-2(shortened)</i> to Dkt [64] by Plaintiff Duncan K Robertson. (Robertson, Duncan) Modified on 2/12/2013 (TF).	
<a href="#">71</a>	<i>Filed &amp; Entered:</i> 02/12/2013	Exhibit
	<i>Docket Text:</i> EXHIBIT 6 to Decl of D Robertson-dkt [64] by Plaintiff Duncan K Robertson. (Attachments: # (1) Certificate of Service)(Robertson, Duncan) Modified on 2/12/2013 (TF).	
<a href="#">72</a>	<i>Filed &amp; Entered:</i> 02/12/2013	Declaration
	<i>Docket Text:</i> DECLARATION of Ryan Griffin filed by Plaintiff Duncan K Robertson re [69] MOTION for Relief (Attachments: # (1) Certificate of Service)(Robertson, Duncan)	
<a href="#">73</a>	<i>Filed &amp; Entered:</i> 02/12/2013	Declaration
	<i>Docket Text:</i> DECLARATION of D. Robertson (2) filed by Plaintiff Duncan K Robertson re [50] MOTION for Summary Judgment <i>Against Plaintiff</i> (Attachments: # (1) Certificate of Service) (Robertson, Duncan)	
<a href="#">74</a>	<i>Filed &amp; Entered:</i> 02/12/2013	Response to Motion
	<i>Docket Text:</i> RESPONSE, by Plaintiff Duncan K Robertson, to [50] MOTION for Summary Judgment <i>Against Plaintiff</i> . (Attachments: # (1) Certificate of Service)(Robertson, Duncan)	
<a href="#">75</a>	<i>Filed:</i> 02/12/2013	Order to Show Cause
	<i>Entered:</i> 02/13/2013	
	<i>Docket Text:</i> MINUTE ORDER - Plaintiff is directed to show cause and shall have 20 days from the entry of this order to file a response of no more than 10 pages, by Judge Marsha J. Pechman. (MD)	
<a href="#">76</a>	<i>Filed &amp; Entered:</i> 02/13/2013	Declaration



	<i>Docket Text:</i> DECLARATION of Duncan Robertson filed by Plaintiff Duncan K Robertson re [50] MOTION for Summary Judgment <i>Against Plaintiff</i> (Attachments: # (1) Certificate of Service)(Robertson, Duncan)
<a href="#">77</a>	<i>Filed &amp; Entered:</i> 02/14/2013 Joint Status Report <i>Docket Text:</i> JOINT STATUS REPORT signed by all parties estimated Trial Days: 4. Filed by Plaintiff Duncan K Robertson. (Attachments: # (1) Certificate of Service)(Robertson, Duncan)
	<i>Filed &amp; Entered:</i> 02/15/2013 Corporate Disclosure Statement - Notice of Deadlines <i>Docket Text:</i> NOTICE Pursuant to Fed.R.Civ.P 7.1 Defendant Bank of New York Trust Company must file a Corporate Disclosure Statement by 2/22/2013, (RM)
<a href="#">78</a>	<i>Filed &amp; Entered:</i> 02/15/2013 Praecipe to Attach Document <i>Docket Text:</i> PRAECIPE to attach document (Praecipe-correcting Dkt 74) by Plaintiff Duncan K Robertson. (Attachments: # (1) Exhibit, # (2) Certificate of Service)(Robertson, Duncan)
<a href="#">79</a>	<i>Filed &amp; Entered:</i> 02/15/2013 Response to Motion <i>Docket Text:</i> RESPONSE, by Defendant First American Title Insurance Company, to [69] MOTION for Relief , [50] MOTION for Summary Judgment <i>Against Plaintiff</i> . (Karol, Jennifer)
<a href="#">80</a>	<i>Filed &amp; Entered:</i> 02/16/2013 Notice-Other <i>Docket Text:</i> NOTICE <i>Intent to file Surreply-Dkts 76,79</i> ; filed by Plaintiff Duncan K Robertson. (Attachments: # (1) Certificate of Service)(Robertson, Duncan)
<a href="#">81</a>	<i>Filed &amp; Entered:</i> 02/18/2013 Surreply <i>Docket Text:</i> SURREPLY filed by Plaintiff Duncan K Robertson re [69] MOTION for Relief , [50] MOTION for Summary Judgment <i>Against Plaintiff See [79]</i> (Attachments: # (1) Certificate of Service)(Robertson, Duncan)
<a href="#">82</a>	<i>Filed &amp; Entered:</i> 02/19/2013 Order on Motion for Miscellaneous Relief <i>Docket Text:</i> ORDER denying [16] Plaintiff's Motion for proof of authority and denying [17] Plaintiff's Motion to Remand by Judge Marsha J. Pechman.(MD)
<a href="#">83</a>	<i>Filed &amp; Entered:</i> 02/19/2013 Motion for Reconsideration <i>Terminated:</i> 04/11/2013 <i>Docket Text:</i> MOTION for Reconsideration of <i>Motion to Dismiss (Dkt. 58)</i> by Plaintiff Duncan K Robertson. (Attachments: # (1) Exhibit, # (2) Certificate of Service) Noting Date 2/19/2013, (Robertson, Duncan)
<a href="#">84</a>	<i>Filed &amp; Entered:</i> 02/19/2013 Proposed Order (Unsigned) <i>Docket Text:</i> PROPOSED ORDER (Unsigned) to <i>Motion to Reconsider Dkt 83</i> . (Attachments: # (1) Certificate of Service)(Robertson, Duncan)
<a href="#">85</a>	<i>Filed &amp; Entered:</i> 02/20/2013 Order on Motion to Remand <i>Docket Text:</i> ORDER denying [52] Plaintiff's Motion to Remand by Judge Marsha J. Pechman. (MD)
<a href="#">86</a>	<i>Filed &amp; Entered:</i> 02/22/2013 Corporate Disclosure Statement <i>Docket Text:</i> CORPORATE DISCLOSURE STATEMENT identifying Corporate Parent The Bank of New York Mellon Corporation for Bank of New York Trust Company NA. Filed pursuant to Fed.R.Civ.P 7.1. Filed by Defendants Bank of New York Trust Company NA, The Bank of New York Mellon Corporation. (Sullivan, Matthew)
<a href="#">87</a>	<i>Filed &amp; Entered:</i> 03/04/2013 Declaration

	<i>Docket Text:</i> DECLARATION of Cheryl Penn filed by Plaintiff Duncan K Robertson re [52] MOTION to Remand , [17] MOTION to Remand, [83] MOTION for Reconsideration of <i>Motion to Dismiss (Dkt. 58)</i> (Attachments: # (1) Certificate of Service)(Robertson, Duncan)
<a href="#">88</a>	<i>Filed &amp; Entered:</i> 03/05/2013 Exhibit <i>Docket Text:</i> EXHIBIT <i>Citation Suppl Authority</i> re [58] Order on Motion to Dismiss for Failure to State a Claim, Add and Terminate Parties, [83] MOTION for Reconsideration of <i>Motion to Dismiss (Dkt. 58)</i> , [50] MOTION for Summary Judgment <i>Against Plaintiff</i> by Plaintiff Duncan K Robertson. (Robertson, Duncan)
<a href="#">89</a>	<i>Filed &amp; Entered:</i> 03/05/2013 Response to Order to Show Cause <i>Docket Text:</i> RESPONSE TO ORDER TO SHOW CAUSE by Plaintiff Duncan K Robertson. (Robertson, Duncan)
<a href="#">90</a>	<i>Filed &amp; Entered:</i> 03/05/2013 Declaration <i>Docket Text:</i> DECLARATION of Chris Sturgeon filed by Plaintiff Duncan K Robertson re [52] MOTION to Remand , [17] MOTION to Remand (Robertson, Duncan)
<a href="#">91</a>	<i>Filed &amp; Entered:</i> 03/06/2013 Exhibit <i>Docket Text:</i> EXHIBIT <i>Cite Suppl Auth - Amd + Exh</i> re [88] Exhibit, [58] Order on Motion to Dismiss for Failure to State a Claim, Add and Terminate Parties, [83] MOTION for Reconsideration of <i>Motion to Dismiss (Dkt. 58)</i> by Plaintiff Duncan K Robertson. (Attachments: # (1) Exhibit A - Klem, # (2) Exhibit B - Schroeder, # (3) Certificate of Service)(Robertson, Duncan)
<a href="#">92</a>	<i>Filed &amp; Entered:</i> 03/07/2013 Notice of Appearance <i>Docket Text:</i> NOTICE of Appearance by attorney Magnus Rune Andersson on behalf of Defendant First American Title Insurance Company. (Andersson, Magnus)
<a href="#">93</a>	<i>Filed &amp; Entered:</i> 03/07/2013 Notice of Withdrawal of Counsel <i>Docket Text:</i> NOTICE OF WITHDRAWAL OF COUNSEL: Attorney Jennifer Lee Treadwell Karol for Defendant First American Title Insurance Company. (Karol, Jennifer)
<a href="#">94</a>	<i>Filed &amp; Entered:</i> 03/11/2013 Declaration <i>Docket Text:</i> DECLARATION of Duncan Robertson filed by Plaintiff Duncan K Robertson re [52] MOTION to Remand , [16] MOTION for Proof of Authority to Represent and Response to Voir Dire, [17] MOTION to Remand (Attachments: # (1) Exhibit Ex-A BNY Addr of Record, # (2) Exhibit Ex-B Ltr to Sussman Shank, # (3) Certificate of Service)(Robertson, Duncan)
<a href="#">95</a>	<i>Filed &amp; Entered:</i> 03/11/2013 Order on Motion for Relief <i>Docket Text:</i> ORDER denying [69] Plaintiff's Motion to extend time to answer by Judge Marsha J. Pechman.(MD)
<a href="#">96</a>	<i>Filed &amp; Entered:</i> 03/25/2013 Notice of Appearance <i>Docket Text:</i> NOTICE of Appearance by attorney Scott E Stafne on behalf of Plaintiff Duncan K Robertson. (Stafne, Scott)
<a href="#">97</a>	<i>Filed &amp; Entered:</i> 03/25/2013 Motion for Leave to File <i>Terminated:</i> 05/23/2013 <i>Docket Text:</i> MOTION for Leave to File <i>Amended Complaint</i> by Plaintiff Duncan K Robertson. (Attachments: # (1) Proposed Order Leave to Amend, # (2) Proposed Order Proposed Amended Complaint, # (3) Exhibit To proposed Complaint, # (4) Exhibit To proposed Complaint, # (5) Exhibit To proposed Complaint) Noting Date 4/12/2013, (Stafne, Scott)

<a href="#"><u>98</u></a>	<i>Filed &amp; Entered:</i> 03/25/2013	Motion to Certify
	<i>Terminated:</i> 05/30/2013	
	<i>Docket Text:</i> MOTION to Certify <i>TO WASH. SUP. CT.</i> by Plaintiff Duncan K Robertson. (Attachments: # (1) Proposed Order Proposed Certification) Noting Date 4/19/2013, (Stafne, Scott)	
<a href="#"><u>99</u></a>	<i>Filed &amp; Entered:</i> 04/01/2013	Answer to Complaint
	<i>Docket Text:</i> ANSWER to Complaint <i>and Affirmative Defenses</i> by Executive Trustee Services LLC, GMAC Mortgage LLC, HomeComings Financial LLC, Residential Funding Company LLC, Residential Funding Corporation, Residential Funding Real Estate Holdings LLC.(Fig, William)	
<a href="#"><u>100</u></a>	<i>Filed &amp; Entered:</i> 04/08/2013	Response to Motion
	<i>Docket Text:</i> RESPONSE, by Defendant First American Title Insurance Company, to [97] MOTION for Leave to File <i>Amended Complaint</i> . (Andersson, Magnus)	
<a href="#"><u>101</u></a>	<i>Filed &amp; Entered:</i> 04/08/2013	Response to Motion
	<i>Docket Text:</i> RESPONSE, by Defendants Bank One National Association, Bank of New York Trust Company NA, JP Morgan Chase Bank NA, to [97] MOTION for Leave to File <i>Amended Complaint</i> . (Sullivan, Matthew)	
<a href="#"><u>102</u></a>	<i>Filed &amp; Entered:</i> 04/09/2013	Letter
	<i>Docket Text:</i> Letter from David Lenci, counsel for Defendant LSI Title Agency . (Lenci, David)	
<a href="#"><u>103</u></a>	<i>Filed:</i> 04/11/2013	Order on Motion for Reconsideration
	<i>Entered:</i> 04/12/2013	
	<i>Docket Text:</i> ORDER denying [83] Plaintiff's Motion for Reconsideration by Judge Marsha J. Pechman.(MD)	
<a href="#"><u>104</u></a>	<i>Filed &amp; Entered:</i> 04/12/2013	Reply to Response to Motion
	<i>Docket Text:</i> REPLY, filed by Plaintiff Duncan K Robertson, TO RESPONSE to [97] MOTION for Leave to File <i>Amended Complaint</i> (Stafne, Scott)	
<a href="#"><u>105</u></a>	<i>Filed &amp; Entered:</i> 04/15/2013	Response to Motion
	<i>Docket Text:</i> RESPONSE, by Defendants Bank One National Association, Bank of New York Trust Company NA, JP Morgan Chase Bank NA, to [98] MOTION to Certify <i>TO WASH. SUP. CT.</i> . (Sullivan, Matthew)	
<a href="#"><u>106</u></a>	<i>Filed &amp; Entered:</i> 04/15/2013	Notice-Other
	<i>Docket Text:</i> NOTICE of First American Title Joinder in Chase's Opposition re [105] Response to Motion ; filed by Defendant First American Title Insurance Company. (Andersson, Magnus)	
<a href="#"><u>107</u></a>	<i>Filed &amp; Entered:</i> 04/15/2013	Notice-Other
	<i>Docket Text:</i> NOTICE of Joinder to Chase's Opposition to Plaintiff's Motion to Certify Questions re [105] Response to Motion ; filed by Defendants Executive Trustee Services LLC, GMAC Mortgage LLC, HomeComings Financial LLC, Residential Funding Company LLC, Residential Funding Corporation, Residential Funding Real Estate Holdings LLC. (Fig, William)	
<a href="#"><u>108</u></a>	<i>Filed &amp; Entered:</i> 04/16/2013	Notice of Withdrawal of Counsel
	<i>Docket Text:</i> NOTICE OF WITHDRAWAL OF COUNSEL: Attorney Matthew S Sullivan for Defendants Bank One National Association, Bank of New York Trust Company NA, JP Morgan Chase Bank NA. (Sullivan, Matthew)	
<a href="#"><u>109</u></a>	<i>Filed &amp; Entered:</i> 04/19/2013	Reply to Response to Motion

	<i>Docket Text:</i> REPLY, filed by Plaintiff Duncan K Robertson, TO RESPONSE to [98] MOTION to Certify <i>TO WASH. SUP. CT.</i> (Stafne, Scott)	
<a href="#"><u>110</u></a>	<i>Filed &amp; Entered:</i> 04/29/2013	Order Setting Trial Date and Related Dates
	<i>Docket Text:</i> ORDER SETTING TRIAL DATE AND RELATED DATES; Length of Trial: *4 DAY* Jury Trial is set for 1/13/2014 at 09:00 AM in Courtroom 14206 before Judge Marsha J. Pechman. Joinder of Parties due by 5/28/2013, Amended Pleadings due by 6/6/2013, Expert Witness Disclosure/Reports under FRCP 26(a)(2) due by 6/17/2013, Motions due by 7/17/2013, Discovery completed by 8/16/2013, Dispositive motions due by 9/16/2013, Motions in Limine due by 12/9/2013, Pretrial Order due by 1/2/2014, Pretrial Conference set for 1/6/2014 at 04:00 PM before Judge Marsha J. Pechman. Trial briefs to be submitted by 1/8/2014, Proposed voir dire/jury instructions due by 1/8/2014, by Judge Marsha J. Pechman. (RM)	
<a href="#"><u>111</u></a>	<i>Filed &amp; Entered:</i> 05/06/2013	Order on Motion for Summary Judgment
	<i>Docket Text:</i> ORDER granting [50] Defendant First American Title Insurance Co's Motion for Summary Judgment. First American Title Insurance Company terminated, by Judge Marsha J. Pechman.(MD)	
<a href="#"><u>112</u></a>	<i>Filed:</i> 05/23/2013	Order on Motion for Leave to File
	<i>Entered:</i> 05/24/2013	
	<i>Docket Text:</i> ORDER denying [97] Plaintiff's Motion for Leave to File amended complaint by Judge Marsha J. Pechman.(MD)	
<a href="#"><u>113</u></a>	<i>Filed &amp; Entered:</i> 05/30/2013	Order on Motion to Certify
	<i>Docket Text:</i> ORDER denying [98] Plaintiff's Motion to Certify two questions to the Washington State Supreme Court, by Judge Marsha J. Pechman.(MD)	
<a href="#"><u>114</u></a>	<i>Filed &amp; Entered:</i> 06/20/2013	Motion to Dismiss for Failure to State a Claim
	<i>Terminated:</i> 11/14/2013	
	<i>Docket Text:</i> MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM by Defendants Bank One National Association, Bank of New York Trust Company NA, JP Morgan Chase Bank NA. (Attachments: # (1) Exhibit 1, # (2) Exhibit 2, # (3) Proposed Order) Noting Date 7/12/2013, (Burnside, Fred)	
<a href="#"><u>115</u></a>	<i>Filed &amp; Entered:</i> 06/27/2013	Motion for Summary Judgment
	<i>Terminated:</i> 11/14/2013	
	<i>Docket Text:</i> MOTION for Summary Judgment <i>and Joinder of Chase's Motion for Summary Judgment</i> by Defendants Executive Trustee Services LLC, GMAC Mortgage LLC, HomeComings Financial LLC, Residential Funding Company LLC, Residential Funding Corporation, Residential Funding Real Estate Holdings LLC. (Attachments: # (1) Proposed Order) Noting Date 7/19/2013, (Fig, William)	
<a href="#"><u>116</u></a>	<i>Filed &amp; Entered:</i> 06/27/2013	Declaration
	<i>Docket Text:</i> DECLARATION of William G. Fig filed by Defendants Executive Trustee Services LLC, GMAC Mortgage LLC, HomeComings Financial LLC, Residential Funding Company LLC, Residential Funding Corporation, Residential Funding Real Estate Holdings LLC re [115] MOTION for Summary Judgment <i>and Joinder of Chase's Motion for Summary Judgment</i> (Fig, William)	
<a href="#"><u>117</u></a>	<i>Filed &amp; Entered:</i> 07/05/2013	Petition
	<i>Docket Text:</i> PETITION for Writ of Mandamus (13-72384) filed by Plaintiff Duncan K Robertson. (Stafne, Scott) Modified on 7/8/2013; Added CCA number for Petition (LMK).	



<a href="#"><u>118</u></a>	<i>Filed &amp; Entered:</i> 07/08/2013	Response to Motion
	<i>Docket Text:</i> RESPONSE, by Plaintiff Duncan K Robertson, to [114] MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM . (Attachments: # (1) Exhibit Ex. A)(Stafne, Scott)	
<a href="#"><u>119</u></a>	<i>Filed &amp; Entered:</i> 07/12/2013	Reply to Response to Motion
	<i>Docket Text:</i> REPLY, filed by Defendants Bank One National Association, Bank of New York Trust Company NA, JP Morgan Chase Bank NA, TO RESPONSE to [114] MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM (Burnside, Fred)	
<a href="#"><u>120</u></a>	<i>Filed &amp; Entered:</i> 07/15/2013	Motion for Summary Judgment
	<i>Terminated:</i> 07/16/2013	
	<i>Docket Text:</i> RESPONSE to [115] MOTION for Summary Judgment <i>AND JOINDER OF CHASE'S MOTION FOR SUMMARY JUDGMENT</i> by Plaintiff Duncan K Robertson. Oral Argument Requested. (Attachments: # (1) Appendix) Noting Date 7/19/2013, (Stafne, Scott) Modified on 7/16/2013 to reflect that the attached document is a Response to [115] Motion for Summary Judgment. Response was refiled as [121]Response to MSJ(ELS).	
<a href="#"><u>121</u></a>	<i>Filed &amp; Entered:</i> 07/15/2013	Response to Motion
	<i>Docket Text:</i> RESPONSE, by Plaintiff Duncan K Robertson, to [115] MOTION for Summary Judgment <i>and Joinder of Chase's Motion for Summary Judgment</i> . Oral Argument Requested. (Attachments: # (1) Appendix)(Stafne, Scott)	
<a href="#"><u>122</u></a>	<i>Filed &amp; Entered:</i> 07/15/2013	Declaration
	<i>Docket Text:</i> DECLARATION of Duncan K. Robertson filed by Plaintiff Duncan K Robertson re [120] MOTION for Summary Judgment <i>AND JOINDER OF CHASE'S MOTION FOR SUMMARY JUDGMENT</i> (Attachments: # (1) Exhibit A, # (2) Exhibit B, # (3) Exhibit C, # (4) Exhibit D, # (5) Exhibit E)(Stafne, Scott)	
	<i>Filed &amp; Entered:</i> 07/16/2013	Terminate Motions
	<i>Docket Text:</i> ***Motion terminated: [120] MOTION for Summary Judgment <i>AND JOINDER OF CHASE'S MOTION FOR SUMMARY JUDGMENT</i> filed by Duncan K Robertson. Attached Document is a Response and was refiled as [121] Response to [115] Motion for Summary Judgment. (ELS)	
<a href="#"><u>123</u></a>	<i>Filed &amp; Entered:</i> 07/16/2013	Praecipe to Attach Document
	<i>Docket Text:</i> PRAECIPE to attach document re [122] Declaration, [121] Response to Motion by Plaintiff Duncan K Robertson. (Attachments: # (1) Errata Correction)(Stafne, Scott)	
<a href="#"><u>124</u></a>	<i>Filed &amp; Entered:</i> 07/19/2013	Reply to Response to Motion
	<i>Docket Text:</i> REPLY, filed by Defendants Executive Trustee Services LLC, GMAC Mortgage LLC, HomeComings Financial LLC, Residential Funding Company LLC, Residential Funding Corporation, Residential Funding Real Estate Holdings LLC, TO RESPONSE to [115] MOTION for Summary Judgment <i>and Joinder of Chase's Motion for Summary Judgment</i> (Fig, William)	
<a href="#"><u>125</u></a>	<i>Filed &amp; Entered:</i> 08/12/2013	Notice-Other
	<i>Docket Text:</i> NOTICE <i>Supplemental Authority</i> re [114] MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM , [117] Petition, [115] MOTION for Summary Judgment <i>and Joinder of Chase's Motion for Summary Judgment</i> , [116] Declaration, [118] Response to Motion, [121] Response to Motion ; filed by Plaintiff Duncan K Robertson. (Attachments: # (1) Exhibit)(Stafne, Scott)	
<a href="#"><u>126</u></a>	<i>Filed &amp; Entered:</i> 08/12/2013	Motion to Vacate
	<i>Terminated:</i> 11/15/2013	

	<i>Docket Text:</i> MOTION to Vacate by Plaintiff Duncan K Robertson. (Attachments: # (1) Exhibit) Noting Date 8/30/2013, (Stafne, Scott)	
<a href="#">127</a>	<i>Filed &amp; Entered:</i> 08/12/2013	Proposed Order (Unsigned)
	<i>Docket Text:</i> PROPOSED ORDER (Unsigned) (Stafne, Scott)	
<a href="#">128</a>	<i>Filed &amp; Entered:</i> 08/12/2013	Praecipe-Other
	<i>Docket Text:</i> PRAECIPE RE: Notice of Supplemental Authority by Plaintiff Duncan K Robertson. (Stafne, Scott)	
<a href="#">129</a>	<i>Filed &amp; Entered:</i> 08/12/2013	Notice-Other
	<i>Docket Text:</i> NOTICE Supplemental Authority re [114] MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM , [115] MOTION for Summary Judgment <i>and Joinder of Chase's Motion for Summary Judgment</i> , [118] Response to Motion, [121] Response to Motion ; filed by Plaintiff Duncan K Robertson. (Attachments: # (1) Exhibit A)(Stafne, Scott)	
<a href="#">130</a>	<i>Filed &amp; Entered:</i> 08/13/2013	Certificate of Service
	<i>Docket Text:</i> CERTIFICATE OF SERVICE by Plaintiff Duncan K Robertson . (Stafne, Scott)	
<a href="#">131</a>	<i>Filed &amp; Entered:</i> 08/23/2013	Response to Motion
	<i>Docket Text:</i> RESPONSE, by Defendant LSI Title Agency Inc, to [126] MOTION to Vacate . (Talevich, Peter)	
<a href="#">132</a>	<i>Filed &amp; Entered:</i> 08/26/2013	Response to Motion
	<i>Docket Text:</i> RESPONSE, by Defendant First American Title Insurance Company, to [126] MOTION to Vacate . (Andersson, Magnus)	
<a href="#">133</a>	<i>Filed &amp; Entered:</i> 08/26/2013	Response to Motion
	<i>Docket Text:</i> RESPONSE, by Defendants Executive Trustee Services LLC, GMAC Mortgage LLC, HomeComings Financial LLC, Residential Funding Company LLC, Residential Funding Corporation, Residential Funding Real Estate Holdings LLC, to [126] MOTION to Vacate . (Fig, William)	
<a href="#">134</a>	<i>Filed &amp; Entered:</i> 08/26/2013	Response to Motion
	<i>Docket Text:</i> RESPONSE, by Defendants Bank One National Association, JP Morgan Chase Bank NA, to [126] MOTION to Vacate . (Attachments: # (1) Exhibit A)(Burnside, Fred)	
<a href="#">135</a>	<i>Filed &amp; Entered:</i> 08/27/2013	Notice-Other
	<i>Docket Text:</i> NOTICE/ORDER BY NINTH CIRCUIT COURT OF APPEALS (13-72384) Petitioner has not demonstrated that this case warrants the intervention of this court by means of the extraordinary remedy of mandamus. See Bauman v. U.S. Dist. Court, 557 F.2d 650 (9th Cir. 1977). Accordingly, the petition is denied. Petitioners request for costs and attorney fees is denied as moot. DENIED (SA)	
<a href="#">136</a>	<i>Filed &amp; Entered:</i> 08/29/2013 <i>Terminated:</i> 09/05/2013	Stipulated Motion
	<i>Docket Text:</i> Stipulated MOTION RE-NOTE MOTION TO VACATE by Plaintiff Duncan K Robertson. Noting Date 8/29/2013, (Stafne, Scott)	
<a href="#">137</a>	<i>Filed:</i> 09/05/2013 <i>Entered:</i> 09/06/2013	Order on Stipulated Motion
	<i>Docket Text:</i> MINUTE ORDER by Judge Marsha J. Pechman, United States District Judge; Pursuant to the parties' [136] Stipulation, pltf's [126] MOTION to Vacate is RENOTED: Noting Date 9/27/2013. (TF)	

	<i>Filed &amp; Entered:</i>	09/12/2013	Supplement
<a href="#">138</a>	<i>Docket Text:</i> SUPPLEMENT re [123] Praeipce to Attach Document, [126] MOTION to Vacate , [118] Response to Motion by Plaintiff Duncan K Robertson. (Attachments: # (1) Exhibit A, # (2) Certificate of Service)(Stafne, Scott)		
	<i>Filed &amp; Entered:</i>	09/19/2013	Notice of Withdrawal of Counsel
<a href="#">139</a>	<i>Docket Text:</i> NOTICE OF WITHDRAWAL OF COUNSEL: Attorney Fred B Burnside for Defendant Bank of New York Trust Company NA. (Attachments: # (1) Proposed Order)(Fig, William)		
	<i>Filed &amp; Entered:</i>	09/23/2013	Response to Motion
<a href="#">140</a>	<i>Docket Text:</i> RESPONSE, by Defendant First American Title Insurance Company, to [126] MOTION to Vacate , [136] Stipulated MOTION <i>RE-NOTE MOTION TO VACATE</i> . (Andersson, Magnus)		
	<i>Filed &amp; Entered:</i>	09/23/2013	Response to Motion
<a href="#">141</a>	<i>Docket Text:</i> RESPONSE, by Defendants Executive Trustee Services LLC, GMAC Mortgage LLC, HomeComings Financial LLC, Residential Funding Company LLC, Residential Funding Corporation, Residential Funding Real Estate Holdings LLC, to [126] MOTION to Vacate . (Fig, William)		
	<i>Filed &amp; Entered:</i>	09/23/2013	Amended Document
<a href="#">142</a>	<i>Docket Text:</i> AMENDMENT to [134] Response to Motion by Defendants Bank One National Association, JP Morgan Chase Bank NA. (Burnside, Fred)		
	<i>Filed:</i>	09/24/2013	Order
	<i>Entered:</i>	09/25/2013	
<a href="#">143</a>	<i>Docket Text:</i> ORDER re [139] Notice of Withdrawal of Counsel filed by Bank of New York Trust Company NA. Attorney Fred B. Burnside withdraws and Attorney William G Fig for Bank of New York Trust Company NA added, by Judge Marsha J. Pechman. (MD)		
	<i>Filed &amp; Entered:</i>	09/27/2013	Reply to Response to Motion
<a href="#">144</a>	<i>Docket Text:</i> REPLY, filed by Plaintiff Duncan K Robertson, TO RESPONSE to [126] MOTION to Vacate (Stafne, Scott)		
	<i>Filed:</i>	09/27/2013	Order
	<i>Entered:</i>	09/30/2013	
<a href="#">145</a>	<i>Docket Text:</i> ORDER for parties to meet and confer and file a joint status report within 10 days by Judge Marsha J. Pechman. (MD)		
	<i>Filed &amp; Entered:</i>	10/07/2013	Joint Status Report
<a href="#">146</a>	<i>Docket Text:</i> JOINT STATUS REPORT signed by all parties. (Fig, William)		
	<i>Filed &amp; Entered:</i>	10/10/2013	Notice of Withdrawal of Counsel
<a href="#">147</a>	<i>Docket Text:</i> NOTICE OF WITHDRAWAL OF COUNSEL: Attorney Andrew John Krawczyk for Plaintiff Duncan K Robertson. (Stafne, Scott)		
	<i>Filed &amp; Entered:</i>	10/11/2013	Notice-Other
<a href="#">148</a>	<i>Docket Text:</i> NOTICE of Supplemental Authority re [123] Praeipce to Attach Document, [146] Joint Status Report, [126] MOTION to Vacate , [118] Response to Motion ; filed by Plaintiff Duncan K Robertson. (Attachments: # (1) Exhibit A)(Stafne, Scott)		
<a href="#">149</a>	<i>Filed &amp; Entered:</i>	11/14/2013	Order on Motion to Dismiss for Failure to State a Claim

	<i>Docket Text:</i> ORDER granting [114] Defendants Motion to Dismiss for Failure to State a Claim; granting [115] Defendants Motion for Summary Judgment by Judge Marsha J. Pechman.(MD)	
<a href="#">150</a>	<i>Filed:</i> 11/15/2013 <i>Entered:</i> 11/18/2013	Order on Motion to Vacate
	<i>Docket Text:</i> ORDER denying [126] Plaintiff's Motion to Vacate by Judge Marsha J. Pechman. (MD)	
<a href="#">151</a>	<i>Filed &amp; Entered:</i> 12/10/2013 <i>Terminated:</i> 12/11/2013	Motion to Amend
	<i>Docket Text:</i> Unopposed MOTION to Amend <i>Case Scheduling Order</i> by Defendant Bank of New York Trust Company NA. (Attachments: # (1) Proposed Order) Noting Date 12/10/2013, (Fig, William)	
<a href="#">152</a>	<i>Filed &amp; Entered:</i> 12/10/2013	Declaration
	<i>Docket Text:</i> DECLARATION of William G. Fig filed by Defendant Bank of New York Trust Company NA re [151] Unopposed MOTION to Amend <i>Case Scheduling Order</i> (Fig, William)	
<a href="#">153</a>	<i>Filed &amp; Entered:</i> 12/11/2013	Declaration
	<i>Docket Text:</i> DECLARATION of SCOTT STAFNE CLARIFYING DECLARATION OF MR. WILLIAM FIG AND OPPOSING ANY EXTENSION OF TIME LIMITS FOR FILING DISPOSITIVE MOTIONS filed by Plaintiff Duncan K Robertson re [151] Unopposed MOTION to Amend <i>Case Scheduling Order</i> (Stafne, Scott)	
<a href="#">154</a>	<i>Filed &amp; Entered:</i> 12/11/2013	Order on Motion to Amend
	<i>Docket Text:</i> ORDER denying [151] Unopposed Motion to Amend the Order Setting the Trial Date, by Judge Marsha J. Pechman.(MD)	
<a href="#">155</a>	<i>Filed &amp; Entered:</i> 12/16/2013	Notice of Request for Video Recording
	<i>Docket Text:</i> NOTICE of Request for Video Recording of pretrial conference on 1/6/2014 at 4:00 before Marsha J. Pechman. Parties must submit PARTY RESPONSE TO REQUEST FOR VIDEO RECORDING before 12/19/2013. <b>Please Note: This form must <u>not</u> be filed electronically with the Court.</b> (RM)	
<a href="#">156</a>	<i>Filed &amp; Entered:</i> 12/18/2013	Notice of Request for Video Recording
	<i>Docket Text:</i> NOTICE of Request for Video Recording of jury trial on 1/13/2014 at 9:00 before Marsha J. Pechman. Parties must submit PARTY RESPONSE TO REQUEST FOR VIDEO RECORDING before 12/23/2013. <b>Please Note: This form must <u>not</u> be filed electronically with the Court.</b> (RM)	
<a href="#">157</a>	<i>Filed &amp; Entered:</i> 12/19/2013 <i>Terminated:</i> 01/13/2014	Motion to Amend
	<i>Docket Text:</i> MOTION to Amend <i>Case Scheduling Order (Renewed)</i> by Defendant Bank of New York Trust Company NA. (Attachments: # (1) Proposed Order) Noting Date 1/3/2014, (Fig, William)	
<a href="#">158</a>	<i>Filed &amp; Entered:</i> 12/19/2013	Declaration
	<i>Docket Text:</i> DECLARATION of Wiliam G. Fig filed by Defendant Bank of New York Trust Company NA re [157] MOTION to Amend <i>Case Scheduling Order (Renewed)</i> (Fig, William)	
<a href="#">159</a>	<i>Filed &amp; Entered:</i> 12/23/2013 <i>Terminated:</i> 05/23/2014	Motion to Certify



	<i>Docket Text:</i> MOTION to Certify <i>Questions to the Washington Supreme Court</i> by Plaintiff Duncan K Robertson. Noting Date 1/10/2013, (Stafne, Scott)	
<a href="#">160</a>	<i>Filed &amp; Entered:</i> 12/23/2013	Notice-Other
	<i>Docket Text:</i> NOTICE of Errata to Motion to Certify <i>Questions to the Supreme Court</i> ; filed by Plaintiff Duncan K Robertson. (Stafne, Scott)	
<a href="#">161</a>	<i>Filed &amp; Entered:</i> 12/24/2013 <i>Terminated:</i> 05/23/2014	Motion to Certify
	<i>Docket Text:</i> MOTION to Certify <i>Questions to the Washington Supreme Court</i> by Plaintiff Duncan K Robertson. Noting Date 1/10/2013, (Stafne, Scott)	
<a href="#">162</a>	<i>Filed &amp; Entered:</i> 12/27/2013 <i>Terminated:</i> 01/13/2014	Motion for Joinder
	<i>Docket Text:</i> MOTION for Joinder in <i>BNY's Renewed Motion to Amend Case Scheduling Order</i> Attorney Scott E Stafne added to party Duncan K Robertson(pty:pla), Attorney Scott E Stafne added to party Duncan K Robertson(pty:pla), Attorney Scott E Stafne added to party Duncan K Robertson(pty:pla), Attorney Scott E Stafne added to party Duncan K Robertson(pty:pla), Attorney Scott E Stafne added to party Duncan K Robertson(pty:pla)by Plaintiff Duncan K Robertson. Noting Date 1/3/2014, (Stafne, Scott)	
	<i>Filed &amp; Entered:</i> 12/30/2013	Set/Reset Motion Noting Date (Public Entry; notice to parties)
	<i>Docket Text:</i> Noting Date Set/Reset re [161] MOTION to Certify <i>Questions to the Washington Supreme Court</i> , [159] MOTION to Certify <i>Questions to the Washington Supreme Court</i> . The motion was incorrectly noted for a date in the past, correct year for noting date is 2014. Noting Date 1/10/2014.(SH)	
<a href="#">163</a>	<i>Filed &amp; Entered:</i> 01/02/2014	Proposed Pretrial Order
	<i>Docket Text:</i> Proposed Pretrial Order by Defendant Bank of New York Trust Company NA. (Fig, William)	
<a href="#">164</a>	<i>Filed &amp; Entered:</i> 01/03/2014 <i>Terminated:</i> 01/06/2014	Motion for Recusal
	<i>Docket Text:</i> MOTION for Recusal by Plaintiff Duncan K Robertson. Noting Date 1/13/2014, (Stafne, Scott)	
<a href="#">165</a>	<i>Filed &amp; Entered:</i> 01/03/2014	Affidavit
	<i>Docket Text:</i> AFFIDAVIT filed by Plaintiff Duncan K Robertson re [164] MOTION for Recusal (Stafne, Scott)	
<a href="#">166</a>	<i>Filed &amp; Entered:</i> 01/03/2014	Declaration
	<i>Docket Text:</i> DECLARATION of SCOTT E. STAFNE IN SUPPORT OF ROBERTSONS MOTION TO RECUSE filed by Plaintiff Duncan K Robertson re [164] MOTION for Recusal (Stafne, Scott)	
<a href="#">167</a>	<i>Filed &amp; Entered:</i> 01/03/2014 <i>Terminated:</i> 01/06/2014	Motion for Recusal
	<i>Docket Text:</i> MOTION for Recusal <i>Certificate of Counsel of Record</i> by Plaintiff Duncan K Robertson. Noting Date 1/13/2014, (Stafne, Scott)	
<a href="#">168</a>	<i>Filed &amp; Entered:</i> 01/03/2014	Certificate of Service

	<i>Docket Text:</i> CERTIFICATE OF SERVICE by Plaintiff Duncan K Robertson . (Stafne, Scott)
<a href="#">169</a>	<i>Filed &amp; Entered:</i> 01/03/2014 Certificate of Service <i>Docket Text:</i> CERTIFICATE OF SERVICE by Plaintiff Duncan K Robertson . (Stafne, Scott)
<a href="#">170</a>	<i>Filed &amp; Entered:</i> 01/06/2014 Order on Motion for Recusal <i>Docket Text:</i> ORDER denying [164] Plaintiff's Motion for Recusal, by Judge Marsha J. Pechman. (MD)
<a href="#">171</a>	<i>Filed &amp; Entered:</i> 01/06/2014 Order <i>Docket Text:</i> ORDER denying pltf's [164] MOTION for Recusal filed by Duncan K Robertson by Judge Robert S. Lasnik. (RS)
<a href="#">172</a>	<i>Filed &amp; Entered:</i> 01/06/2014 Response to Motion <i>Docket Text:</i> RESPONSE, by Defendants Bank One National Association, JP Morgan Chase Bank NA, to [161] MOTION to Certify <i>Questions to the Washington Supreme Court</i> . (Burnside, Fred)
<a href="#">173</a>	<i>Filed &amp; Entered:</i> 01/06/2014 Response to Motion <i>Docket Text:</i> RESPONSE, by Defendants Bank of New York Trust Company NA, Executive Trustee Services LLC, GMAC Mortgage LLC, HomeComings Financial LLC, Residential Funding Company LLC, Residential Funding Corporation, Residential Funding Real Estate Holdings LLC, to [159] MOTION to Certify <i>Questions to the Washington Supreme Court</i> , [161] MOTION to Certify <i>Questions to the Washington Supreme Court</i> . (Fig, William)
<a href="#">174</a>	<i>Filed &amp; Entered:</i> 01/06/2014 Declaration <i>Docket Text:</i> DECLARATION of William G. Fig filed by Defendants Bank of New York Trust Company NA, Executive Trustee Services LLC, GMAC Mortgage LLC, HomeComings Financial LLC, Residential Funding Company LLC, Residential Funding Corporation, Residential Funding Real Estate Holdings LLC re [159] MOTION to Certify <i>Questions to the Washington Supreme Court</i> , [161] MOTION to Certify <i>Questions to the Washington Supreme Court</i> (Fig, William)
<a href="#">175</a>	<i>Filed &amp; Entered:</i> 01/06/2014 Response to Motion <i>Docket Text:</i> RESPONSE, by Defendant First American Title Insurance Company, to [161] MOTION to Certify <i>Questions to the Washington Supreme Court</i> . (Andersson, Magnus)
<a href="#">176</a>	<i>Filed:</i> 01/06/2014 Pretrial Conference <i>Entered:</i> 01/07/2014 <i>Docket Text:</i> MINUTE ENTRY for proceedings held before Judge Marsha J. Pechman- Dep Clerk: <i>Rhonda Miller</i> ; Pla Counsel: <i>Scout Stafne, Josh Trumble</i> ; Def Counsel: <i>William Fig</i> ; CR: <i>Nancy Bauer</i> ; <b>Pretrial Conference</b> held on 1/6/2014. Court grants Defendant's request for a trial continuance and gives Defendant until 1/15/2014 to file a summary judgment motion. Trial date of 1/13/2014 is stricken. (RM)
<a href="#">177</a>	<i>Filed &amp; Entered:</i> 01/07/2014 Notice of consent - no consent re video recording <i>Docket Text:</i> NOTIFICATION REGARDING PROPOSED VIDEO RECORDING. At least one party or the presiding judge has opposed the request to video record, or a party has failed to respond. The pretrial conference on 1/6/2014 at 4:00 pm will not be video recorded. (RM)
<a href="#">178</a>	<i>Filed &amp; Entered:</i> 01/10/2014 Reply to Response to Motion <i>Docket Text:</i> REPLY, filed by Plaintiff Duncan K Robertson, TO RESPONSE to [161] MOTION to Certify <i>Questions to the Washington Supreme Court</i> (Stafne, Scott)

	<i>Filed &amp; Entered:</i>	01/10/2014	Reply to Response to Motion
<a href="#">179</a>	<i>Docket Text:</i> REPLY, filed by Plaintiff Duncan K Robertson, TO RESPONSE to [161] MOTION to Certify <i>Questions to the Washington Supreme Court</i> (Stafne, Scott)		
	<i>Filed &amp; Entered:</i>	01/10/2014	Declaration (non motion)
<a href="#">180</a>	<i>Docket Text:</i> DECLARATION of Scott Stafne in regards to the reply of the Motion to certify <i>Questions to the Washington Supreme Court</i> re [178] Reply to Response to Motion by Plaintiff Duncan K Robertson. (Stafne, Scott)		
	<i>Filed &amp; Entered:</i>	01/10/2014	Exhibit
<a href="#">181</a>	<i>Docket Text:</i> EXHIBIT A re [180] Declaration (non motion) by Plaintiff Duncan K Robertson. (Stafne, Scott)		
	<i>Filed &amp; Entered:</i>	01/13/2014	Certificate of Service
<a href="#">182</a>	<i>Docket Text:</i> CERTIFICATE OF SERVICE by Plaintiff Duncan K Robertson re [180] Declaration (non motion), [178] Reply to Response to Motion, [179] Reply to Response to Motion, [181] Exhibit . (Stafne, Scott)		
	<i>Filed:</i>	01/15/2014	Set/Reset Motion Noting Date (Public Entry; notice to parties)
	<i>Entered:</i>	01/16/2014	
	<i>Docket Text:</i> CORRECT Noting Date Set/Reset re [183] Defendant's MOTION for Summary Judgment : RE-Noting Date 2/7/2014. (MD)		
	<i>Filed &amp; Entered:</i>	01/15/2014	Motion for Summary Judgment
<a href="#">183</a>	<i>Terminated:</i>	05/28/2014	
	<i>Docket Text:</i> MOTION for Summary Judgment by Defendant Bank of New York Trust Company NA. (Attachments: # (1) Proposed Order) Noting Date 1/15/2014, (Fig, William)		
	<i>Filed &amp; Entered:</i>	01/15/2014	Declaration
<a href="#">184</a>	<i>Docket Text:</i> DECLARATION of Brandon J. Battaglini filed by Defendant Bank of New York Trust Company NA re [183] MOTION for Summary Judgment (Fig, William)		
	<i>Filed &amp; Entered:</i>	01/15/2014	Declaration
<a href="#">185</a>	<i>Docket Text:</i> DECLARATION of Brandon Battaglini (Corrected) filed by Defendant Bank of New York Trust Company NA re [183] MOTION for Summary Judgment (Fig, William)		
	<i>Filed &amp; Entered:</i>	01/23/2014	Notice of Appearance
<a href="#">186</a>	<i>Docket Text:</i> NOTICE of Appearance by attorney Dean Browning Webb on behalf of Plaintiff Duncan K Robertson. (Webb, Dean)		
	<i>Filed &amp; Entered:</i>	01/29/2014	Minute Order
<a href="#">187</a>	<i>Docket Text:</i> MINUTE ORDER - Court Re-Notes: [159] MOTION to Certify <i>Questions to the Washington Supreme Court</i> , [161] MOTION to Certify <i>Questions to the Washington Supreme Court</i> : RE-Noting Date 2/7/2013, by Judge Marsha J. Pechman. (MD)		
	<i>Filed &amp; Entered:</i>	01/31/2014	Set/Reset Motion Noting Date (Public Entry; notice to parties)
	<i>Docket Text:</i> CORRECT Noting Date Set/Reset re [161] MOTION to Certify <i>Questions to the Washington Supreme Court</i> , [159] MOTION to Certify <i>Questions to the Washington Supreme Court</i> :RE-Noting Date 2/7/2014. (MD)		
<a href="#">188</a>	<i>Filed &amp; Entered:</i>	02/03/2014	Response to Motion
	<i>Docket Text:</i> RESPONSE, by Plaintiff Duncan K Robertson, to [183] MOTION for Summary Judgment . (Stafne, Scott)		

<a href="#"><u>189</u></a>	<i>Filed &amp; Entered:</i> 02/03/2014	Notice-Other
	<i>Docket Text:</i> NOTICE <i>FRCP</i> 5.1 ; filed by Plaintiff Duncan K Robertson. (Stafne, Scott)	
<a href="#"><u>190</u></a>	<i>Filed &amp; Entered:</i> 02/03/2014	Declaration
	<i>Docket Text:</i> DECLARATION of Michael Fassett in Support of Opposition to BNY Motion for Summary Judgment filed by Plaintiff Duncan K Robertson re [183] MOTION for Summary Judgment (Attachments: # (1) Exhibit 1, # (2) Exhibit 2, # (3) Exhibit 3, # (4) Exhibit 4, # (5) Exhibit 5, # (6) Exhibit 6, # (7) Exhibit 7, # (8) Exhibit 8, # (9) Exhibit 9, # (10) Exhibit 10, # (11) Exhibit 11, # (12) Exhibit 12, # (13) Exhibit 13, # (14) Exhibit 14)(Stafne, Scott)	
<a href="#"><u>191</u></a>	<i>Filed &amp; Entered:</i> 02/03/2014	Declaration
	<i>Docket Text:</i> DECLARATION of Scott E. Stafne in Support of opposition to BNY Motion for Summary Judgment filed by Plaintiff Duncan K Robertson re [183] MOTION for Summary Judgment (Stafne, Scott)	
<a href="#"><u>192</u></a>	<i>Filed &amp; Entered:</i> 02/03/2014	Declaration
	<i>Docket Text:</i> DECLARATION of Duncan Robertson in Support of Opposition to BNY filed by Plaintiff Duncan K Robertson re [183] MOTION for Summary Judgment (Attachments: # (1) Exhibit A, # (2) Errata B, # (3) Exhibit C, # (4) Exhibit D)(Stafne, Scott)	
<a href="#"><u>193</u></a>	<i>Filed &amp; Entered:</i> 02/06/2014	Certificate of Service
	<i>Docket Text:</i> CERTIFICATE OF SERVICE by Plaintiff Duncan K Robertson re [188] Response to Motion, [189] Notice-Other . (Stafne, Scott)	
<a href="#"><u>194</u></a>	<i>Filed &amp; Entered:</i> 02/07/2014	Reply to Response to Motion
	<i>Docket Text:</i> REPLY, filed by Defendant Bank of New York Trust Company NA, TO RESPONSE to [183] MOTION for Summary Judgment (Fig, William)	
<a href="#"><u>195</u></a>	<i>Filed &amp; Entered:</i> 02/07/2014	Declaration
	<i>Docket Text:</i> DECLARATION of Kevin Flannigan filed by Defendant Bank of New York Trust Company NA re [183] MOTION for Summary Judgment (Attachments: # (1) Exhibit Exhibit 1) (Fig, William)	
<a href="#"><u>196</u></a>	<i>Filed &amp; Entered:</i> 02/10/2014	Objections
	<i>Docket Text:</i> OBJECTIONS re [195] Declaration of <i>Flannigan</i> by Plaintiff Duncan K Robertson. (Stafne, Scott)	
<a href="#"><u>197</u></a>	<i>Filed &amp; Entered:</i> 02/20/2014	Request
	<i>Docket Text:</i> REQUEST of <i>Plaintiff Duncan K. Robertson</i> for Judicial Notice Pursuant to FRE 201 In Support of Resposne to LCR 56(a) Motion for Summary Judgment re [190] Declaration, [194] Reply to Response to Motion, [192] Declaration, [188] Response to Motion, [193] Certificate of Service, [189] Notice-Other, [196] Objections, [195] Declaration, [191] Declaration. (Attachments: # (1) Exhibit Exhibit No.: # 1 To FRE 201 Judicial Notice Request, # (2) Certificate of Service)(Webb, Dean)	
<a href="#"><u>198</u></a>	<i>Filed &amp; Entered:</i> 02/25/2014	Response (non motion)
	<i>Docket Text:</i> RESPONSE by Defendant Bank of New York Trust Company NA re [197] Request,, [196] Objections, [195] Declaration, [183] MOTION for Summary Judgment . (Fig, William)	
<a href="#"><u>199</u></a>	<i>Filed &amp; Entered:</i> 02/25/2014	Response (non motion)



	<i>Docket Text:</i> RESPONSE (Corrected) by Defendant Bank of New York Trust Company NA re [197] Request,, [196] Objections, [195] Declaration, [183] MOTION for Summary Judgment . (Fig, William) Modified on 2/26/2014 (MD).	
<a href="#">200</a>	<i>Filed &amp; Entered:</i> 05/23/2014	Order on Motion to Certify
	<i>Docket Text:</i> ORDER Denying [159] [161] Motion to Certify Questions, by Judge Marsha J. Pechman.(RM)	
<a href="#">201</a>	<i>Filed &amp; Entered:</i> 05/28/2014	Order on Motion for Summary Judgment
	<i>Docket Text:</i> ORDER Granting [183] Motion for Summary Judgment by Defendant Bank of New York Trust Company NA, by Judge Marsha J. Pechman.(RM)	
<a href="#">202</a>	<i>Filed &amp; Entered:</i> 06/06/2014 <i>Terminated:</i> 07/11/2014	Motion for Reconsideration
	<i>Docket Text:</i> MOTION for Reconsideration re [201] Order on Motion for Summary Judgment by Plaintiff Duncan K Robertson. Noting Date 6/6/2014, (Webb, Dean)	
<a href="#">203</a>	<i>Filed &amp; Entered:</i> 07/11/2014	Order on Motion for Reconsideration
	<i>Docket Text:</i> ORDER denying [202] MOTION for Reconsideration [201] Order on Motion for Summary Judgment filed by Duncan K Robertson; by Judge Marsha J. Pechman.(RM)	
<a href="#">204</a>	<i>Filed &amp; Entered:</i> 07/24/2014 <i>Terminated:</i> 08/19/2014	Motion for Judgment
	<i>Docket Text:</i> MOTION for Judgment <i>Pursuant to Rule 54(b)</i> by Defendants Bank One National Association, JP Morgan Chase Bank NA. (Attachments: # (1) Proposed Order) Noting Date 8/15/2014, (Burnside, Fred)	
<a href="#">205</a>	<i>Filed &amp; Entered:</i> 07/24/2014	Response to Motion
	<i>Docket Text:</i> RESPONSE, by Defendant First American Title Insurance Company, to [204] MOTION for Judgment <i>Pursuant to Rule 54(b)</i> . (Andersson, Magnus)	
<a href="#">206</a>	<i>Filed &amp; Entered:</i> 07/24/2014 <i>Terminated:</i> 08/19/2014	Motion for Joinder
	<i>Docket Text:</i> MOTION for Joinder <i>to JP Morgan's Motion for Entry of Judgment and Motion for Entry of Final Judgment</i> by Defendant Bank of New York Trust Company NA. (Attachments: # (1) Proposed Order) Noting Date 8/15/2014, (Fig, William)	
<a href="#">207</a>	<i>Filed &amp; Entered:</i> 07/24/2014 <i>Terminated:</i> 08/19/2014	Motion for Joinder
	<i>Docket Text:</i> MOTION for Joinder <i>in JP Morgan's Motion for Final Judgment Per FRCP 54(b)</i> by Defendant LSI Title Agency Inc. (Attachments: # (1) Proposed Order) Noting Date 8/15/2014, (Talevich, Peter)	
<a href="#">208</a>	<i>Filed &amp; Entered:</i> 08/11/2014	Response to Motion
	<i>Docket Text:</i> RESPONSE, by Plaintiff Duncan K Robertson, to [204] MOTION for Judgment <i>Pursuant to Rule 54(b)</i> , [206] MOTION for Joinder <i>to JP Morgan's Motion for Entry of Judgment and Motion for Entry of Final Judgment</i> , [207] MOTION for Joinder <i>in JP Morgan's Motion for Final Judgment Per FRCP 54(b)</i> . (Webb, Dean)	
<a href="#">209</a>	<i>Filed &amp; Entered:</i> 08/11/2014	Notice of Appeal
	<i>Docket Text:</i> NOTICE OF APPEAL (14-35672) to Ninth Circuit re [203] Order on Motion for Reconsideration, [111] Order on Motion for Summary Judgment, Add and Terminate Parties, [82] Order on Motion for Miscellaneous Relief, Order on Motion to Remand, [150] Order on Motion	

	to Vacate, [58] Order on Motion to Dismiss for Failure to State a Claim, Add and Terminate Parties, [85] Order on Motion to Remand, [201] Order on Motion for Summary Judgment, [149] Order on Motion to Dismiss for Failure to State a Claim, Order on Motion for Summary Judgment, [103] Order on Motion for Reconsideration by Plaintiff Duncan K Robertson. (Attachments: # (1) Exhibit, # (2) Exhibit, # (3) Exhibit, # (4) Exhibit, # (5) Exhibit, # (6) Exhibit, # (7) Exhibit, # (8) Exhibit, # (9) Exhibit)(Webb, Dean) Modified on 8/13/2014 to add CCA#. (RE)	
<a href="#">210</a>	<i>Filed &amp; Entered:</i> 08/12/2014	Reply to Response to Motion
	<i>Docket Text:</i> REPLY, filed by Defendant JP Morgan Chase Bank NA, TO RESPONSE to [204] MOTION for Judgment Pursuant to Rule 54(b) (Burnside, Fred)	
<a href="#">211</a>	<i>Filed:</i> 08/12/2014 <i>Entered:</i> 08/13/2014	USCA Scheduling Order
	<i>Docket Text:</i> TIME SCHEDULE ORDER (14-35672) as to [209] Notice of Appeal filed by Duncan K Robertson: Mediation questionnaire due by 8/19/2014, Appellants opening brief due by 11/19/2014; Appellees response brief due by 12/19/2014; Appellants optional reply brief due within 14 days of service of the response brief. The optional appellant's reply brief shall be filed and served within fourteen days of service of the appellees' brief, pursuant to FRAP 32 and 9th Cir. R. 32-1. Failure of the appellant to comply with the Time Schedule Order will result in automatic dismissal of the appeal. See 9th Cir. R. 42-1. (RE)	
	<i>Filed &amp; Entered:</i> 08/13/2014	Appeal Fees
	<i>Docket Text:</i> Appeal Fees received: fee in the amount of \$ 505 (receipt # SEA 065609) re [209] Notice of Appeal, filed by Duncan K Robertson. (RE)	
<a href="#">212</a>	<i>Filed:</i> 08/19/2014 <i>Entered:</i> 08/20/2014	Order on Motion for Joinder
	<i>Docket Text:</i> ORDER granting [207] LSI Title Agency, Inc's Motion for Final Judgment Pursuant to Rule 54(b), by Judge Marsha J. Pechman.(MD)	
<a href="#">213</a>	<i>Filed:</i> 08/19/2014 <i>Entered:</i> 08/20/2014	Order on Motion for Judgment
	<i>Docket Text:</i> ORDER granting [204] JP Morgan Chase Bank N.A. and Bank One N.A. Motion for final judgment pursuant to Rule 54(b), by Judge Marsha J. Pechman.(MD)	
<a href="#">214</a>	<i>Filed:</i> 08/19/2014 <i>Entered:</i> 08/20/2014	Order on Motion for Joinder
	<i>Docket Text:</i> ORDER granting [206] Bank of New York Trust Company, N.A.'s Motion for entry of final judgment, by Judge Marsha J. Pechman.(MD)	
<a href="#">215</a>	<i>Filed:</i> 08/20/2014 <i>Entered:</i> 08/21/2014	Order
	<i>Docket Text:</i> ORDER - Granting First American Title Insurance Company's re [204] MOTION for Judgment Pursuant to Rule 54(b) filed by Bank One National Association, JP Morgan Chase Bank NA, [205] Response to Motion filed by First American Title Insurance Company by Judge Marsha J. Pechman. (MD)	
<a href="#">216</a>	<i>Filed:</i> 08/20/2014 <i>Entered:</i> 08/21/2014	Judgment by Court
	<i>Docket Text:</i> JUDGMENT BY COURT - THE COURT HAS ORDERED THAT Plaintiffs claims are dismissed with prejudice against Defendants LSI Title Agency, Inc., JP Morgan Chase	

	Bank N.A., Bank One N.A., Bank of New York Trust Company, N.A., and First American Title Insurance Company. (MD)
<a href="#">217</a>	<div> <div>Filed &amp; Entered: 10/16/2014</div> <div>Order of USCA</div> </div> <div>Docket Text: ORDER of USCA (14-35672) as to [209] Notice of Appeal, filed by Duncan K Robertson. Counsel John Weil of Weil &amp; Lewandowski LLPs motion to withdraw as counsel on behalf of appellee Bank of New York Trust Company, N.A. is granted. (SA)</div>

PACER Service Center			
Transaction Receipt			
12/22/2014 14:04:44			
PACER Login:	mf1354:2923879:3945828	Client Code:	73304-0000001-14078
Description:	History/Documents	Search Criteria:	2:12-cv-02017-MJP
Billable Pages:	17	Cost:	1.70

**Exhibit L**





6. With regard to this matter, plaintiff has asserted various claims against Debtors that appear to arise from a non-judicial foreclosure action commenced against a property in which he claims an interest that seeks relief that, if granted, would terminate or preclude the foreclosure or subsequent foreclosure. These claims include quiet title and wrongful foreclosure. These appear to fall within the definition of Permitted Claims and may proceed. However, to the extent that such claims include a







**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

**FINAL SUPPLEMENTAL ORDER UNDER BANKRUPTCY CODE SECTIONS 105(a), 362, 363, 502, 1107(a), AND 1108 AND BANKRUPTCY RULE 9019 (I) AUTHORIZING THE DEBTORS TO CONTINUE IMPLEMENTING LOSS MITIGATION PROGRAMS; (II) APPROVING PROCEDURES FOR COMPROMISE AND SETTLEMENT OF CERTAIN CLAIMS, LITIGATIONS AND CAUSES OF ACTION; (III) GRANTING LIMITED STAY RELIEF TO PERMIT FORECLOSURE AND EVICTION PROCEEDINGS, BORROWER BANKRUPTCY CASES, AND TITLE DISPUTES TO PROCEED; AND (IV) AUTHORIZING AND DIRECTING THE DEBTORS TO PAY SECURITIZATION TRUSTEE FEES AND EXPENSES**

Upon the motion (the "Motion")<sup>1</sup> of Residential Capital, LLC, and certain of its affiliates, as debtors and debtors in possession (collectively, the "Debtors") for entry of a supplemental order under Bankruptcy Code sections 105(a), 362, 363, 1107(a) and 1108, and Bankruptcy Rule 9019 (i) authorizing the Debtors to continue implementing loss mitigation programs; (ii) approving procedures for the compromise and settlement of certain claims, litigations and causes of action in the ordinary course of the Debtors' business; (iii) granting limited stay relief to permit (w) borrowers or their tenants, as applicable, to prosecute direct claims and counter-claims in foreclosure and eviction proceedings (including in states in which non-judicial foreclosure is followed), (x) borrowers to prosecute certain actions in borrower bankruptcy cases, (y) the Debtors to prosecute foreclosure actions in those circumstances where

<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion. Creditors and parties-in-interest with questions or concerns regarding the Debtors' Chapter 11 cases or the relief granted herein may refer to <http://www.kccellc.net/rescap> for additional information.









Whitehall Street, 21st Floor, New York, New York 10004, Attn: Brian S. Masumoto, (y) counsel for the Committee, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas New York, NY 10036, Attn: Kenneth H. Eckstein and Douglas H. Mannal; and (z) counsel to the administrative agent for the Debtors' providers of debtor in possession financing, Skadden, Arps, Slate, Meagher & Flom LLP, 4 Times Square, New York, New York 10036, Attn: Kenneth S. Ziman and Jonathan H. Hofer (collectively the "Notice Parties")

(b) Those Notice Parties wishing to object to any proposed Tier II Settlement must serve a written objection (by formal or informal means, including by e-mail correspondence) on the Debtors, so that it is received by no later than 4:00 p.m. (prevailing Eastern Time) on the day that is seven (7) calendar days from the date the Notice Parties received written notice of such Tier II Settlement (the "Settlement Objection Deadline"). Objections should be addressed to the proposed attorneys for the Debtors, Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, New York 10104, Attn: Larren M. Nashelsky (LNashelsky@mofo.com) and Norman S. Rosenbaum (NRosenbaum@mofo.com).

(c) If the Debtors receive a timely objection from a Notice Party, the parties will confer and attempt to resolve any differences. Failing that, the Debtors may petition the Court for approval of the Tier II Settlement in accordance with any case management orders entered in the Chapter 11 cases. An objection by a Notice Party with respect to a given Tier II Settlement shall not delay the finality or effectiveness of any other settlement to which an objection has not timely been delivered.

(d) If the Debtors do not receive a written objection to a Tier II Settlement from a Notice Party by the Settlement Objection Deadline, then such Tier II Settlement shall be deemed approved and the Debtors and Settling Parties may carry out the terms of such Tier II Settlement without further notice or Court approval.

5. The Debtors shall be required to seek approval from the Court in order to enter into and consummate any proposed settlement of a Claim with a settlement amount in excess of \$100,000.

6. The Debtors are authorized in their sole discretion, but not directed, to settle claims where some or all of the consideration is being provided by a third party and/or

where the Debtors are releasing claims against creditors or third parties provided the Debtors otherwise comply with the Settlement Procedures.

7. The Settlement Procedures are without prejudice to the right of the Debtors to seek an order of this Court approving additional or different procedures with respect to specific claims or categories of claims. For claims relating to matters specified in paragraphs 14(a) and 15(a) of this Order that were resolved pursuant to a settlement prior to the Petition Date, but where such settlement has not been consummated, the Debtors are authorized, but not directed to, consummate said settlements in accordance with the Settlement Procedures set forth in this Order.

8. Notwithstanding anything to the contrary contained herein, this Order shall not affect, impair, impede or otherwise alter the right of the Debtors to resolve any prepetition or postpetition controversy arising in the ordinary course of the Debtors' businesses, or resolve any controversy authorized by any other order of the Court.

9. Nothing in this Order or the Motion shall constitute a determination or admission of liability or of the validity or priority of any claim against the Debtors, and the Debtors reserve their rights to dispute the validity or priority of any claim asserted.

10. The authority granted in this Order shall not replace or obviate the need to comply with the Debtors' internal procedures, legal or otherwise, for authorizing the settlements contemplated in the Motion. All settlements made pursuant to the Settlement Procedures shall, to the extent applicable, be made in accordance with the Debtors' settlement procedures in effect as of the Petition Date (the "Internal Settlement Protocol") and as may be amended from time; provided, however, that the Debtors shall provide the Committee and the U.S. Trustee with notice of any material changes to the Internal Settlement Protocol.

11. The Debtors shall provide monthly reports to the Committee and the U.S. Trustee, which reports shall be in a form agreed to by the Debtors and the Committee, and such additional information as shall be reasonably requested by the Committee, in each case, concerning settlements of any Claims pursuant to the Settlement Procedures.

12. Cash payments made by the Debtors under the Settlement Procedures shall not exceed \$4 million in the aggregate, absent consent of the Committee or further order of the Court.

13. Any period prescribed or allowed by the Settlement Procedures shall be computed in accordance with Bankruptcy Rule 9006.

### Limited Relief from Automatic Stay

### *Borrower Foreclosure And Eviction Proceedings*

14. The stay imposed by section 362(a) of the Bankruptcy Code applicable to (a) pending and future foreclosure actions initiated by the Debtors or in those states providing for non-judicial foreclosures, by a borrower; and (b) pending and future eviction proceedings with respect to properties for which a foreclosure has been completed or is pending, is hereby modified pursuant to the following terms and conditions:

(a) except as set forth herein, a borrower, mortgagor, or lienholder (each, an “Interested Party”) shall be entitled to assert and prosecute direct claims and counter-claims relating exclusively to the property that is the subject of the loan owned or serviced by a Debtor for the purposes of defending, unwinding, or otherwise enjoining or precluding any foreclosure, whether in a Judicial State or a Non-Judicial State, or eviction proceeding, where a final judgment (defined as any judgment where the right to appeal or seek reconsideration has expired or has been exhausted) permitting the foreclosure or



eviction has not been awarded or, with respect to completed foreclosure sales in Non-Judicial States, where any applicable challenge period has not yet expired, and to prosecute appeals with respect to any such direct claims or counter-claims;

(b) absent further order of the Court, the automatic stay shall remain in full force and effect with respect to all pending and future Interested Party direct claims and counter-claims: (i) for monetary relief of any kind and of any nature against the Debtors, except where a monetary claim must be plead in order for an Interested Party to assert a claim to defend against or otherwise enjoin or preclude a foreclosure (each a “Mandatory Monetary Claim”); (ii) for relief that if granted, would not terminate or preclude the prosecution and completion of a foreclosure or eviction; or (iii) asserted in the form of a class action or collective action;

(c) absent further order of the Court, the stay shall remain in full force and effect with respect to any party seeking to intervene to assert related claims against the Debtors or any class action or collective action brought by any Interested Party on behalf of any other Interested Party or class of Interested Parties;

(d) under no circumstances shall an Interested Party be entitled to enforce against, recoup, setoff or collect from the Debtors any judgment or award related to any direct claim or counter-claim for which the automatic stay has been lifted by the terms of this Order, including, without limitation, a Mandatory Monetary Claim;

(e) the Debtors shall retain the right, upon appropriate motion and notice to any affected Interested Party, to seek to impose any provision of section 362(a) of the Bankruptcy Code modified by this Order and to the extent such relief is sought, the



Debtors will not object to the Interested Party's telephonic participation at any hearing on the motion; and

(f) nothing set forth herein shall preclude or limit any Interested Party from seeking relief from the automatic stay under section 362(a) of the Bankruptcy Code on appropriate motion and notice to the Debtors and parties in interest.

*Borrower Bankruptcy Proceedings*

15. The automatic stay imposed by section 362(a) of the Bankruptcy Code applicable against a borrower who currently has filed, or in the future files, for bankruptcy protection under any chapter of the Bankruptcy Code (a “Bankruptcy Borrower”), is hereby modified pursuant to the following terms and conditions:

(a) except as set forth herein, a Bankruptcy Borrower or a trustee duly appointed under the Bankruptcy Code in the Bankruptcy Borrower's bankruptcy case (a "Bankruptcy Trustee") shall be entitled to: (i) assert and prosecute or continue to prosecute an objection to the Debtors' proof of claim filed in the Bankruptcy Borrower's bankruptcy case; (ii) assert and prosecute or continue to prosecute an objection to the Debtors' motion for relief from the automatic stay filed in the Bankruptcy Borrower's bankruptcy case; (iii) commence or continue to prosecute against the Debtors a motion or adversary proceeding, as applicable, to determine the validity, priority or extent of a Debtor's lien against the Bankruptcy Borrower's property; (iv) commence or continue to prosecute against the Debtors a motion or adversary proceeding, as applicable, to reduce (including to reduce to \$0) or fix the amount of the Debtors' claim or lien against the Bankruptcy Borrower's property; (v) prosecute appeals with respect to items (i) through (iv) above; (vi) seek an accounting from the Debtors with respect to the Bankruptcy

Borrower's loan; and (vii) enter into, execute and consummate a written agreement of settlement with the Debtors where the Debtors elect to enter into such settlement in their sole discretion (but subject to the Settlement Procedures), to resolve items (i) through (vi) above;

(b) except as set forth herein, a Bankruptcy Borrower shall be entitled to (i) engage in court-supervised or court-authorized loss-mitigation programs regarding the Bankruptcy Borrower's loan; and (ii) engage in discussions with the Debtors and execute a modification of the Bankruptcy Borrower's loan or otherwise discuss, enter into and consummate settlements of claims and liens in accordance with the ordinary course of the Debtors' business and applicable law;

(c) absent further order of the Court, the automatic stay shall remain in full force and effect with respect to all Bankruptcy Trustee's and Bankruptcy Borrower's direct claims, counter-claims, motions or adversary proceedings: (i) for monetary relief of any kind and of any nature against the Debtors; (ii) for violation of any local, state or federal statute or other law in connection with the origination of the Bankruptcy Borrower's loan; (iii) for relief that if granted, would have no effect on the amount, validity or priority of the Debtors' claim or lien against a Bankruptcy Borrower or the property of the Bankruptcy Borrower securing such claim or lien of the Debtors; or (iv) asserted in the form of a class action or collective action; provided however, a Bankruptcy Trustee or Bankruptcy Borrower, solely in connection with their objections to Debtors' proof of claim permitted by paragraph 15(a)(i) or proceedings permitted by 15(a)(iii), may assert claims of the type covered by subsection (i) or (ii) of this paragraph 15(c);

(d) absent further order of the Court, the automatic stay shall remain in full force and effect with respect to any party seeking to intervene to assert related claims against the Debtors or any class action or collective action brought by any Bankruptcy Borrower on behalf of any other class of borrowers;

(e) with the sole exception of objections to Debtors' proofs of claim permitted by paragraph 15(a)(i) above and proceedings described in 15(a)(iii) above and solely for purposes of reducing any such claim and not for the purpose of obtaining an affirmative recovery or award, under no circumstances shall a Bankruptcy Borrower or Bankruptcy Trustee be entitled to recoup, setoff or collect from the Debtors any judgment or award related to any direct claim or counter-claim for which the automatic stay has been lifted by the terms of this Order;

(f) the Debtors shall retain the right, upon appropriate motion and notice to any Bankruptcy Borrower or Bankruptcy Trustee, to seek to impose any provision of section 362(a) of the Bankruptcy Code modified by this Order and to the extent such relief is sought, the Debtors will not object to the Interested Party's telephonic participation at any hearing on the motion; and

(g) nothing set forth herein shall preclude or limit any Bankruptcy Borrower or Bankruptcy Trustee from seeking relief from the automatic stay under section 362(a) of the Bankruptcy Code on appropriate motion and notice to the Debtors and parties in interest.

### *Foreclosures By The Debtors On Senior Loans*

16. The stay imposed by section 362(a) of the Bankruptcy Code applicable to pending and future foreclosure actions initiated by the Debtors in cases where they act as





clear and marketable title with respect to such property in connection with any sale, foreclosure or other disposition of such property;

(f) the Debtors shall retain the right, upon appropriate motion and notice to any affected Third Party Claimant, to seek to impose any provision of section 362(a) of the Bankruptcy Code modified by the Order; and

(g) nothing set forth herein shall preclude or limit any Third Party Claimant from seeking relief from the automatic stay under section 362(a) of the Bankruptcy Code on appropriate motion and notice to the Debtors and parties in interest.

### Payment of Securitization Trustee Fees and Expenses

18. The Debtors shall continue to perform all of their respective servicing duties and servicing related duties, including, but not limited to, their duties as master servicer, under all the governing agreements (including, without limitation, pooling and servicing agreements, servicing agreements, or any other agreements concerning or relating to the Debtors' obligations to reimburse and/or indemnify for reasonable fees, costs, expenses, liabilities, and/or losses) (collectively, the "Agreements") relating to Debtor-sponsored securitization transactions and non-Debtor sponsored securitization transactions to which any of The Bank of New York Mellon Trust Company, N.A., Wells Fargo Bank, N.A., Deutsche Bank Trust Company Americas, Deutsche Bank National Trust Company, or U.S. Bank National Association, or any affiliate of such entities acts as trustee for which any Debtor performs servicing duties, in each of their respective capacities as trustee (collectively, the "Trustees") and one or more of the Debtors is a party, including but not limited to, making all principal, interest or other servicing advances (including property protection advances) and reimbursing, indemnifying, defending and holding harmless the Trustees and the securitization trusts for any liability, loss, or reasonable fees, cost

or expense (including fees and disbursements of counsel or agents) incurred by any of the Trustees in the performance of their duties or their administration of the trusts or other agencies under the Agreements to the extent required by the Agreements. For the avoidance of doubt, the Debtors shall pay the reasonable, actual out-of-pocket costs and expenses of the Trustees in connection with reviewing and analyzing the request by the Debtors to approve the MBS Settlement Agreement, and in connection with reviewing and analyzing amendments to the Agreements as necessary or appropriate in connection with any proposed Chapter 11 plan, the MBS Settlement Agreement or the Platform Sale. Notwithstanding the foregoing, nothing in this paragraph 18 shall require any Debtor (i) to repurchase any mortgage loans on the basis of alleged breaches of representations, warranties or other requirements of the Agreements, or make any make-whole payments with respect to any mortgage loans pursuant to the Agreements; or (ii) to enforce, as against any other Debtor entity or any non-Debtor affiliate, any provision of the Agreements under which such other Debtor entity or non-Debtor affiliate are required to repurchase any mortgage loans on the basis of alleged breaches of representations, warranties or other requirements of the Agreements, or make any make-whole payments with respect to any mortgage loans pursuant to the Agreements; and nothing in this paragraph 18 shall be deemed to impose liability on any Debtor with respect to such alleged breaches or make-whole payment requirements.

19. The Trustees shall submit invoices to (a) counsel to the Debtors, (b) counsel to the Committee, and (c) the U.S. Trustee, and all such invoices shall include (i) an itemization of all professional fees by task with a detailed description of the work performed in connection with such task, (ii) a description of related expenses, and (iii) a description of any indemnity claims. Thereafter, within thirty (30) days of presentment of such invoices, if no



written objections to the reasonableness of the fees and expenses charged in any such invoice (or portion thereof) is made by the Debtors, the Committee, or the U.S. Trustee, the Debtors are authorized and directed to pay all reasonable fees, costs and expenses and all indemnity claims referred to in paragraph 18 (including without limitation, attorney, financial advisor, consultant and expert fees and costs) incurred postpetition by any of the Trustees relating to the performance of each of the Trustees' duties or the administration of the trusts or other agencies under the Agreements (the "Trustee Expenses") that are not subject to an objection by the Debtors, the Committee, or the U.S. Trustee without further order from the Court. Any objection to the payment of the Trustee Expenses shall be made only on the basis of "reasonableness," and shall specify in writing the amount of the contested fees and expenses and a detailed basis for such objection. To the extent an objection only contests a portion of an invoice, the undisputed portion thereof shall be promptly paid. If any such objection to payment of an invoice (or any portion thereof) is not otherwise resolved between the Debtors, the Committee, or the U.S. Trustee and the issuer of the invoice, either party may submit such dispute to the Court for a determination as to the reasonableness of the disputed amounts. This Court shall resolve any dispute as to the reasonableness of any fees and expenses.

20. To the extent either the Committee, or the RMBS Trustees determine that the Trustee Expenses were improperly or mistakenly allocated to an RMBS trust or to the Debtors' estates, the Committee and the RMBS Trustees reserve the right to seek to correct the allocation of the Trustee Expenses as between the RMBS trusts or the Debtors' estates in accordance with the applicable Agreement, and such adjustment shall be the Committee's and RMBS Trustees' sole remedy arising from a misallocation. All Trustee Expenses for which (a) no objection under paragraph 19 has been interposed, or (b) where such an objection has been



interposed and the amount of Trustee Expenses determined by the Court to be reasonable, shall be entitled to administrative expense priority in the Debtors' Chapter 11 cases notwithstanding the entry of an order authorizing the assumption and assignment or rejection of any Agreement. However, the Debtors will not be responsible for any fees, costs and expenses incurred with respect to any Agreement after the entry of an order in the Debtors' Chapter 11 cases authorizing the rejection of such Agreement.

21. If any or all of the provisions of this Order are hereafter reversed, modified, limited, vacated or stayed, such reversal, stay, modification or vacatur shall not affect the validity, priority or enforceability of any Trustee Expenses incurred prior to the actual receipt of written notice by the Trustees of the effective date of such reversal, stay, modification or vacatur (the "Notice Date"). Notwithstanding any such reversal, stay, modification or vacatur, the payment of any Trustee Expenses incurred prior to the Notice Date and reimbursed prior to or after the Notice Date by the Debtors shall be governed in all respects by the original provisions of this Order, and the Trustees shall be entitled to all of the rights, remedies, privileges and benefits granted in this Order with respect to payment of Trustee Expenses.

22. Notwithstanding the Debtors' obligations set forth in paragraphs 18 and 19, nothing in this Order shall be deemed to limit, extinguish, or prejudice the Debtors' rights in any way to assume and assign or reject any Agreement in accordance with Bankruptcy Code section 365.

#### Other Relief

23. Any disputes regarding the extent, application and/or effect of the automatic stay under this Order shall be heard and determined in the Debtors' jointly administered bankruptcy cases pending in the United States Bankruptcy Court for the Southern

District of New York, Case No. 12-12020 in accordance with the Case Management Order entered in the Debtors' cases [Docket No. 141] and such other and further orders as may be entered by the Court.

24. The Debtors are authorized and empowered to take all actions and execute such documents as may be necessary or appropriate to carry out the relief granted herein.

25. Nothing herein shall be deemed to limit the rights of the Debtors to operate their business in the ordinary course, and no subsequent order shall be required to confirm such rights.

26. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained herein shall constitute, nor is it intended to constitute, the assumption of any contract or agreement under Bankruptcy Code section 365 or the waiver by the Debtors or their non-Debtor affiliates of any of their rights pursuant to any agreement by operation of law or otherwise.

27. Notwithstanding anything to the contrary in this Order, any action to be taken pursuant to the relief authorized in this Order is subject to the terms of any cash collateral order or debtor in possession financing order entered in these chapter 11 proceedings. All amounts authorized to be paid pursuant to this Order are subject to the limitations and restrictions imposed by the Approved DIP Budget (as defined in the DIP Credit Agreement). To the extent that there is any inconsistency between the terms of this Order and the terms of any order relating to postpetition financing or cash collateral, the terms of the orders relating to postpetition financing or cash collateral shall govern.

28. Notwithstanding anything herein to the contrary, this Order shall not modify or affect the terms and provisions of, nor the rights and obligations under, (a) the Board

of Governors of the Federal Reserve System Consent Order, dated April 13, 2011, by and among AFI, Ally Bank, ResCap, GMAC Mortgage, LLC, the Board of Governors of the Federal Reserve System, and the Federal Deposit Insurance Corporation, (b) the consent judgment entered April 5, 2012 by the District Court for the District of Columbia, dated February 9, 2012, (c) the Order of Assessment of a Civil Money Penalty Issued Upon Consent Pursuant to the Federal Deposit Insurance Act, as amended, dated February 10, 2012, and (d) all related agreements with AFI and Ally Bank and their respective subsidiaries and affiliates.

29. Nothing in this Order shall discharge, release, or otherwise preclude any setoff or recoupment right of the United States of America, its agencies, departments, or agents.

30. The requirements set forth in Bankruptcy Rule 6004(a) are satisfied.

31. Notwithstanding the possible applicability of Bankruptcy Rules 2002(a)(3), 6004(h), 7062 or 9014, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

32. This Court shall retain jurisdiction with respect to all matters relating to the interpretation or implementation of this Order.

Dated: July 13, 2012  
New York, New York

/s/Martin Glenn  
MARTIN GLENN  
United States Bankruptcy Judge

CERTIFICATE OF SERVICE

THE UNDERSIGNED certifies:

1. My name is Karen D. Muir. I am a citizen of Washington County, state of Oregon, over the age of eighteen (18) years and not a party to this action.

2. On January 30, 2013, I caused to be delivered via **email through the court's ECF system** a copy of **GMAC MORTGAGE, LLC, EXECUTIVE TRUSTEE SERVICES, LLC, RESIDENTIAL FUNDING REAL ESTATE HOLDINGS, LLC, RESIDENTIAL FUNDING CORPORATION, RESIDENTIAL FUNDING COMPANY, LLC AND HOMECOMINGS FINANCIAL, LLC'S NOTICE OF BANKRUPTCY AND EFFECT OF AUTOMATIC STAY** to the interested parties of record, addressed as follows:

David John Lenci	<a href="mailto:david.lenci@klgates.com">david.lenci@klgates.com</a>
	<a href="mailto:Judy.goldfarb@klgates.com">Judy.goldfarb@klgates.com</a>
Duncan K. Robertson	<a href="mailto:uncadunc1@aol.com">uncadunc1@aol.com</a>
Fred B. Burnside	<a href="mailto:fredburnside@dwt.com">fredburnside@dwt.com</a>
	<a href="mailto:cindybourne@dwt.com">cindybourne@dwt.com</a>
	<a href="mailto:lisabass@dwt.com">lisabass@dwt.com</a>
	<a href="mailto:seadocket@dwt.com">seadocket@dwt.com</a>
Jennifer Lee Treadwell Karol	<a href="mailto:jkarol@hansonbaker.com">jkarol@hansonbaker.com</a>
	<a href="mailto:aburt@hansonbaker.com">aburt@hansonbaker.com</a>
Matthew S. Sullivan	<a href="mailto:matthewsullivan@dwt.com">matthewsullivan@dwt.com</a>
	<a href="mailto:deniseratti@dwt.com">deniseratti@dwt.com</a>
	<a href="mailto:seadocket@dwt.com">seadocket@dwt.com</a>
Peter Anthony Talevich	<a href="mailto:peter.talevich@klgates.com">peter.talevich@klgates.com</a>

I SWEAR UNDER PENALTY OF PERJURY that the foregoing is true and correct to the best of my knowledge, information, and belief.

/s/ Karen D. Muir  
Karen D. Muir, Legal Assistant

20809-082\NOTICE OF BANKRUPTCY - FEDERAL COURT (01497953);1

**Exhibit M**

1 William G. Fig, WSBA No. 33943  
SUSSMAN SHANK LLP  
2 1000 SW Broadway, Suite 1400  
Portland, OR 97205-3089  
3 Telephone: (503) 227-1111  
Facsimile: (503) 248-0130  
4 E-Mail: billf@sussmanshank.com

5 Attorneys for GMAC Mortgage, LLC, Executive Trustee Services, LLC,  
6 Residential Funding Real Estate Holdings, LLC, Residential Funding  
Corporation, Residential Funding Company, LLC, and Homecomings Financial,  
7 LLC  
8

9 IN THE UNITED STATES DISTRICT COURT

10 FOR THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE

11 DUNCAN K. ROBERTSON,

12 Plaintiff,

13 v.

14 GMAC MORTGAGE, LLC, et. al.

15 Defendants.  
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19  
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21

Case No. 2:12-CV-02017-MJP

GMAC MORTGAGE, LLC, EXECUTIVE  
TRUSTEE SERVICES, LLC,  
RESIDENTIAL FUNDING REAL  
ESTATE HOLDINGS, LLC,  
RESIDENTIAL FUNDING  
CORPORATION, RESIDENTIAL  
FUNDING COMPANY, LLC AND  
HOMECOMINGS FINANCIAL, LLC'S  
MOTIONS FOR SUMMARY  
JUDGMENT AND JOINDER OF  
CHASE'S MOTION FOR SUMMARY  
JUDGMENT

**NOTE ON MOTION**

**CALENDAR: July 19, 2013**

**WITHOUT ORAL ARGUMENT**

22 **I. MOTIONS**

23 Pursuant to Federal Rule of Civil Procedure 56(a), Defendants GMAC Mortgage,  
24 LLC, Executive Trustee Services, LLC, Residential Funding Real Estate Holdings, LLC,  
25 Residential Funding Corporation, Residential Funding Company, LLC, and  
26 Homecomings Financial, LLC (collectively, the "Defendants") move the court for

1 Summary Judgment as to plaintiff's First Cause of Action for Declaratory Relief (aka  
2 Wrongful Foreclosure) and plaintiff's Second Cause of Action for Quiet Title.

3 **II. INTRODUCTION**

4 Plaintiff's Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, and Tenth Causes of  
5 Action against Defendants are stayed by their Chapter 11 bankruptcy filings.  
6 Defendants filed a Notice of Bankruptcy with this court on or about January 30, 2013,  
7 that identifies these claims as stayed, non-permitted claims. Dckt. # 55.

8 The only claims against Defendants that are not stayed by their Chapter 11  
9 bankruptcy filings are Plaintiff's First Cause of Action for Declaratory Relief (i.e.,  
10 Wrongful Foreclosure) and his Second Cause of Action for Quiet Title. Both of these  
11 causes of action are based on plaintiff's status as the owner of the property subject to a  
12 pre-existing lien.

13 **II. BACKGROUND**

14 **A. Plaintiff's Allegations**

15 On November 1, 1999, Linda Nicholls signed a Deed of Trust securing a loan  
16 ("the Nicholls DOT") against real property located at 12002 Fourth Avenue, Seattle,  
17 Washington ("the Property"). Complaint at ¶ 1.1(b) and (c). In 2006, Plaintiff recorded a  
18 Second Deed of Trust against the Property to secure a loan given by plaintiff to Nicholls  
19 (Exhibit B to plaintiff's Complaint). Plaintiff acknowledges that, at the time the Second  
20 Deed of Trust was recorded, the Property was subject to a pre-existing security interest  
21 that was recorded on November 1, 1999. Complaint ¶¶ 5.2, 5.5 - 5.7. In October 2008,  
22 plaintiff became the owner of the Property when he foreclosed his Second Deed of  
23 Trust and successfully credit bid for the Property at a trustee's sale held on  
24 September 2, 2008. Complaint at ¶ 5.4. A Trustee's Deed for the Property was issued  
25 to Plaintiff on October 3, 2008 (the "Trustee's Deed"), which was recorded on  
26 October 7, 2008. Complaint at ¶ 5.2 and Ex. B.

1 After obtaining ownership of the Property, plaintiff claims to have undertaken  
2 efforts to ascertain, pay, and extinguish all valid subsisting liens and encumbrances  
3 recorded against the Property in order to clear title and gain the ability to make  
4 beneficial use thereof. Complaint at ¶ 5.5. In paragraph 5 of plaintiff's Complaint,  
5 plaintiff alleges that one or more of the Defendants failed to give plaintiff payoff  
6 information, initiated foreclosure proceedings against the Property, and/or improperly  
7 executed documents relating to the foreclosure and/or the Nicholls DOT.

8 To date, the Nicholls DOT has not been foreclosed. Declaration of William G.  
9 Fig, ¶¶ 3-5, Exhibits 1-3. Plaintiff still holds title to the property via his Trustee's Deed.  
10 Fig Dec., ¶ 6; Complaint, ¶ 5.2.

11 **B. Defendants' Notice of Bankruptcy**

12 As explained in Defendants' Bankruptcy Notice, the only permitted claims in a  
13 foreclosure action are those asserted by a borrower, mortgagor, or lienholder that relate  
14 "exclusively to the property that is the subject of the loan owned or serviced by a Debtor  
15 for the purposes of defending, unwinding or otherwise enjoining or precluding any  
16 foreclosure..." *Id.* at p. 3 and Ex. A, ¶ 14(a). Defendants identified plaintiff's first two  
17 causes of action as being "Permitted Claims" and the remainder of plaintiff's causes of  
18 action as being not permitted claims and, therefore, stayed by the bankruptcies.

19 **III. ANALYSIS**

20 **A. Motion for Summary Judgment Standard**

21 "[T]he plain language of Rule 56(c) mandates the entry of summary judgment,  
22 after adequate time for discovery and upon motion, against a party who fails to make a  
23 showing sufficient to establish the existence of an element essential to that party's case,  
24 and on which that party will bear the burden of proof at trial." *Celotex Corp. v. Catrett*,  
25 477 U.S. 317, 322, 106 S.Ct. 2548, 2552 (1986). Washington courts follow the *Celotex*  
26 summary judgment standard. See *Young v. Key Pharmaceuticals, Inc.*, 112 Wn.2d 216



(1989). Fed. R. Civ. P. 56 does not require the moving party to negate the elements of a plaintiff's claims by its own declaration. *Lujan v. National Wildfire Federation*, 497 U.S. 871, 885, 110 S.Ct. 3177, 3187 (1990). Instead, "the motion may, and should, be granted so long as whatever is before the ... court demonstrates that the standard for entry of summary judgment ... is satisfied." *Id.* Defendants' motions should be granted because plaintiff cannot prove the elements of his claims.

**B. Declaratory Judgment**

Plaintiff's first cause of action seeks a "declaratory judgment from this Court setting forth and decreeing that Defendants have violated the laws of the state of Washington in their efforts to hold a foreclosure sale of Plaintiffs' home." Complaint, ¶ 4.3. To establish a claim for declaratory relief, there must be: (1) a substantial controversy, (2) between two parties having adverse legal interests, and (3) of sufficient immediacy and reality to warrant issuance of a declaratory judgment. *Evers v. Dwyer*, 358 U.S. 202, 203, 79 S. Ct. 178 (1958); see also *Nollette v. Christianson*, 115 Wn.2d 594, 598 (1990) (for a declaratory judgment, a justiciable controversy is "... an actual, present and existing dispute, or the mature seeds of one, as distinguished from a possible, dormant, hypothetical, speculative or moot disagreement....").

Plaintiff's claim for declaratory relief fails for the following reasons:

**1. There is No Controversy at Issue that Warrants Declaratory Relief.**

No Trustee's sale of plaintiffs' property has occurred, and there is currently no foreclosure pending against the property. See Fig Dec., ¶¶ 3-6, Exhibits 1-3. Therefore, "since the foreclosure sale has been cancelled the controversy is not of sufficient immediacy to warrant an issuance of declaratory judgment." *Massey v. BAC Home Loans Servicing LP*, No. C12-1314 JLR, 2012 U.S. Dist. LEXIS 154256, \*19 (W.D. Wash. Oct. 26, 2012) (granting defendant's motion to dismiss as to declaratory judgment claim); see also *Hill v. Transportation*, 76 Wn. App. 631, 644 (1995) (no final,

1 conclusive judicial determination can be made regarding safe workplace after  
2 employment relation is terminated).

3           **2.     Plaintiff's Declaratory Relief Claim Does Not State a Viable Cause of**  
4           **Action Against Defendants.**

5           Plaintiff's Declaratory Relief claim is a mishmash of a wrongful foreclosure claim  
6 and a collateral attack against documents to which he is neither a party nor an intended  
7 beneficiary.

8                   **a.     A Wrongful Foreclosure Claim Cannot Exist Where No**  
9                   **Foreclosure has Occurred.**

10           There is no private right of action under the Washington Trust Deed Act or for a  
11 "violation" of the Act. *In re Reinke*, Bankruptcy No. 09-19609, 2011 Bankr. LEXIS 4142  
12 at \*28 and \*29 (RCW 61.24, et. seq., does not recognize a separate or private right of  
13 action for damages under the Act). The holder of the Nicholls note does not owe any  
14 "duty" to plaintiff under the Washington Deed of Trust Act. *See, e.g., Cuddeback v.*  
15 *Land Home Fin. Servs.*, No. C10-1347 RSM, 2011 U.S. Dist. LEXIS 31423, 11-12 (W.D.  
16 Wash. Mar. 14, 2011) (copy attached) ("[t]he general rule in Washington is that a lender  
17 is not a fiduciary of its borrower; a special relationship must develop between a lender  
18 and a borrower before a fiduciary duty exists.") (citing *Miller v. U.S. Bank of*  
19 *Washington, N.A.*, 72 Wn. App. 416, 426 (1994)). No claim for wrongful foreclosure  
20 exists where, as here, no trustee's sale has occurred. *McDonald v. Onewest Bank, et*  
21 *al*, No. C10-1952 RSL, 2103 U.S. Dist. LEXIS 31730 at \*17-\*18 (W.D. Wash., Mar. 7,  
22 2013). The affected person's remedy is to seek an order restraining the sale under  
23 RCW 61.24.130. *Id.* at \*18.

24     ///

25     ///

26     ///

**b. Plaintiff Lacks Standing to Challenge the Validity of the Foreclosure-Related Documents.**

A third party such as plaintiff lacks standing to attack the propriety of foreclosure-related documents to which he is not a party. Standing “requires that plaintiff demonstrate an injury to a legally protected right.” *Sprague v. Sysco Corp.*, 97 Wn. App. 169, 176, n. 2 (1999). A plaintiff that is not a party to a contract, or a third-party beneficiary to a contract, lacks standing to challenge the contract. *See, generally, Kim, et. al. v. Moffett, et. al.*, 156 Wn. App. 689 (2010); *see Lonsdale v. Chesterfield*, 19 Wn. App. 27, 31 (1978) (to challenge validity of a contract, plaintiff must be a party to it or a third-party beneficiary). The court lacks jurisdiction over a matter where a plaintiff lacks standing. *Postema v. Snohomish County*, 83 Wn. App. 574, 579 (1996).

Plaintiff is not a party to the Nicholls note, nor is he a party to the Nicholls DOT. He is not a third-party beneficiary of either agreement. As such, plaintiff does not have standing to challenge the authority of a party to execute, or the propriety of, an Assignment of a Deed of Trust or the Appointment of Successor Trustee. *Brodie v. Northwest Trustee Services, Inc.*, No. 12-CV-0469 TOR, 2012 U.S. Dist. LEXIS 176193 at \*5-\*8 (E.D. Wash. Dec. 12, 2012). In *Brodie*, the court held that a borrower facing a non-judicial foreclosure lacked standing to challenge the validity of both the Assignment of Deed of Trust and the Appointment of Successor Trustee because no injury can occur when the borrower is neither a party to, nor an intended beneficiary of, the challenged agreements. *Id.* The *Brodie* court stated:

Only someone who suffered a concrete and particularized injury that is fairly traceable to the substitution [of a trustee] can bring an action to declare the assignment [of the new trustee] as void ... [Plaintiff] was not party to this assignment, and did not suffer any injury as a result of the assignment. Instead, the only injury [plaintiff] alleges is the pending foreclosure on his home, which is the result of his default on his mortgage. The foreclosure would occur regardless of what entity was named as trustee, and so [plaintiff] suffered no injury as a result of this substitution....

1 *Id.* at \*6-\*7, quoting *Javaheri v. JPMorgan Chase Bank N.A.*, No. 2:10-cv-08185 ODW  
2 (FFMx), 2012 U.S. Dist. LEXIS 114510 at \*6 (C.D. Cal., Aug. 3, 2012).

3 The *Brodie* court's ruling is also consistent with the rulings of several other  
4 courts, including the federal district court in Arizona, which recently explained:

5 [E]ven if these allegations [of forgery] were well pled, Plaintiffs lack  
6 standing to challenge the validity of the [deed of trust] assignments. Even  
7 if an assignment were voidable, an action to declare an assignment void  
8 could only be brought by someone who can demonstrate a concrete and  
9 particularized injury in fact that is fairly traceable to the challenged  
assignment. No such injury is alleged. Thus, Plaintiffs, as third-party  
borrowers, are uninvolved and unaffected by the alleged Assignments,  
and do not possess standing to assert a claim based on such.

10 *In re MERS*, MDL Docket No. 09-2119 JAT, 2011 U.S. Dist. LEXIS 117107, at \*42-43  
11 (D. Ariz. Oct. 3, 2011).

12 If a borrower does not have standing to challenge an Assignment of a Deed of  
13 Trust or the Appointment of Successor Trustee relating to the borrower's loan, then  
14 plaintiff, a third-party interloper, certainly lacks standing to challenge any such  
15 agreements or documents relating to the Nicholls loan signed or executed by  
16 Defendants.

17 **C. Plaintiff Cannot Maintain a Quiet Title Claim Against Defendants**

18 In Washington, a mortgage creates only a lien and transfers no ownership  
19 interest. *Kenzer v. Landover Corp.*, 87 Wn. App. 458, 463 (1997). Likewise, a Deed of  
20 Trust creates only a lien on real property; a Deed of Trust does not convey any  
21 ownership interest nor a right to possession. See RCW 7.28.230(1); *State v. Superior*  
22 *Court for King County*, 170 Wn. 463, 467 (1932). A Quiet Title action is designed to  
23 resolve competing claims of ownership to property or the right to possession of real  
24 property. *Kobza v. Tripp*, 105 Wn. App. 90, 95 (2001).

25 To support a claim to quiet title, a plaintiff must prove that he has satisfied the  
26 obligations under the deed of trust. See *Evans v. BAC Home Loans Servicing LP*,

1 No. C10-0656 RSM, 2010 U.S. Dist. LEXIS 136282, \*8 (W.D. Wash. Dec. 10, 2010) (“it  
2 would be unreasonable to allow a borrower to bring an action to quiet title against its  
3 lender without alleging satisfaction of those loan obligations”). The loan servicer and  
4 beneficiary of the trust deed are not proper defendants for a quiet title action. *Abarquez*  
5 *v. OneWest Bank, FSB*, No. C11-0029 RSL, 2011 U.S. Dist. LEXIS 41267 (W.D. Wash.  
6 Apr. 15, 2011).

7 Here, the Defendants do not assert any claim of ownership to plaintiff’s property,  
8 nor do they claim the right to possess his property. The only claim ever asserted by any  
9 of the Defendants was, perhaps, a right to a lien against plaintiff’s property created via  
10 the Nicholls DOT. To the extent such a lien claim was ever asserted by one or more of  
11 the Defendants, it does not give rise to a quiet title action.

12 Moreover, plaintiff lent money to Nicholls, secured the loan via a Second Deed of  
13 Trust, and obtained ownership of the property by foreclosing his Second Deed of Trust,  
14 all while knowing of the recorded, senior Nicholls DOT. Plaintiff admittedly has not paid  
15 the amount secured by the Nicholls DOT. Therefore, it would be improper (and  
16 inequitable) to quiet title to the property in plaintiff’s name.

17 **D. Defendants Did Not Owe Plaintiff Any Duty**

18 To the extent applicable to plaintiff’s First and Second Claims for Relief against  
19 Defendants, Defendants incorporate by reference and reallege § III. B. of Chase’s  
20 Motion to Dismiss. For the reasons set forth by Chase, Defendants: (1) did not owe  
21 plaintiff any obligation to allow him to pay off the Nicholls loan or cure the default; and  
22 (2) could not provide confidential information regarding the Nicholls loan. *See, also,*  
23 *e.g., Cuddeback, supra*, at 11-12 (“[t]he general rule in Washington is that a lender is  
24 not a fiduciary of its borrower; a special relationship must develop between a lender and  
25 a borrower before a fiduciary duty exists.”) (citing *Miller v. U.S. Bank of Washington,*  
26 *N.A.*, 72 Wn. App. 416, 426 (1994)).

1 Plaintiff was not without a remedy. He had the option of attending the trustee's  
2 sale and bidding on the Property.

3 **CONCLUSION**

4 Based on the above, Defendants respectfully request that the court enter an  
5 Order for the entry of a Judgment dismissing plaintiff's First and Second Causes of  
6 Action against them with prejudice.

7 Dated this 27<sup>th</sup> day of June, 2013.

8 SUSSMAN SHANK LLP

9  
10 By /s/ William G. Fig

11 William G. Fig, WSBA 33943

12 billf@sussmanshank.com

13 Attorneys for Defendants GMAC Mortgage, LLC,  
14 Executive Trustee Services, LLC, Residential Funding  
Real Estate Holdings, LLC, Residential Funding  
Corporation, Residential Funding Company, LLC, and  
Homecomings Financial, LLC

CERTIFICATE OF SERVICE

THE UNDERSIGNED certifies:

1. My name is Karen Muir. I am a citizen of Washington County, state of Oregon, over the age of eighteen (18) years and not a party to this action.

2. On June 27, 2013, I caused to be delivered via **email through the court's ECF system** a copy of **GMAC MORTGAGE, LLC, EXECUTIVE TRUSTEE SERVICES, LLC, RESIDENTIAL FUNDING REAL ESTATE HOLDINGS, LLC, RESIDENTIAL FUNDING CORPORATION, RESIDENTIAL FUNDING COMPANY, LLC AND HOMECOMINGS FINANCIAL, LLC'S MOTIONS FOR SUMMARY JUDGMENT AND JOINDER OF CHASE'S MOTION FOR SUMMARY JUDGMENT** to the interested parties of record, addressed as follows:

Aaron M. Neilson	<a href="mailto:aneilson@hansonbaker.com">aneilson@hansonbaker.com</a>
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I SWEAR UNDER PENALTY OF PERJURY that the foregoing is true and correct to the best of my knowledge, information, and belief.

/s/ Karen D. Muir

Karen D. Muir, Legal Assistant

20809-082\MSJ (01642223);1

**Exhibit N**



UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

DUNCAN K ROBERTSON,

Plaintiff,

v.

GMAC MORTGAGE LLC, et. al,

Defendants.

CASE NO. C12-2017-MJP

ORDER GRANTING MOTIONS  
(DKT. NOS. 114, 115)

This matter comes before the Court on Defendants J.P. Morgan Chase and BankOne National Association's motion to dismiss.<sup>1</sup> (Dkt. No. 114) Defendants GMAC Mortgage, LLC, Executive Trustee Services, LLC, Residential Funding Real Estate Holdings, LLC, Residential Funding Corporation, Residential Funding Company, LLC, and Homecomings Financial, LLC (collectively, the "GMAC Defendants") join in the motion and also move for summary judgment on two of Plaintiff's claims. (Dkt. No. 115.) Having reviewed the motions, Plaintiff's responses

<sup>1</sup> Chase is the successor by merger to Bank One National Association. For convenience, the Court refers to them both as "Chase."

(Dkt. Nos. 118, 120), the replies (Dkt. Nos. 119, 124), and all related papers, the Court GRANTS the motions.

### **Background**

This case concerns a piece of property in Seattle, Washington, currently owned by Plaintiff Duncan Robertson. (Dkt. No. 4-1 at 4.) The relevant facts of this case begin in 1999 when the property's prior owner, Linda Nicholls, executed an adjustable rate note for \$100,000 from Old Kent Mortgage Company. (Dkt. No. 64-1 at 4.) Ms. Nicholls inherited the property from her mother. To secure the note, Nicholls executed a Deed of Trust against the property in favor of Old Kent Mortgage. (Dkt. No. 51-1 at 15.) The Nicholls Deed of Trust was recorded in King County. (*Id.* at 2.) Since 1999, the Nicholls' Note and Deed of Trust have been assigned several times. Plaintiff has never been a party to those instruments.

In 2006, Nicholls borrowed money from Plaintiff. The loan was secured by a third-position deed of trust, which was junior to the Nicholls' Deed of Trust. (Dkt. Nos. 51-3, 51-4). Nicholls defaulted on the loan from Robertson. Robertson then foreclosed on his deed of trust. In the resulting non-judicial foreclosure sale, Robertson purchased the property. (Dkt. No. 51-2 at 2.) The Nicholls' Deed of Trust continued to encumber the property, even after Robertson's foreclosure on the junior obligation.

Robertson wanted to pay off the Nicholls' senior deed of trust obligation. Most of his claims asserted in this case involve these alleged attempts. (Dkt. No. 4-1 at 11.) Defendant Homecomings for example, told him the Nicholls' Deed of Trust and Note were not assumable. He made several offers to satisfy Nicholls' obligation, but he alleges none were accepted by Homecomings or other Defendants. (Dkt. No. 4-1 at 11.) At least two non-judicial trustee sales

1 were scheduled, but eventually cancelled. (Dkt. No. 4-1 at 22.) Robertson is still in possession  
2 of the property.

3 Plaintiff initiated this case in King County asserting 12 causes of action against various  
4 parties who had dealings with the Nicholls' Deed of Trust. (Dkt. No. 4-1.) Defendants removed  
5 the case to this Court. (Dkt. No. 1) Trial is scheduled for January 2014. All but two claims  
6 against GMAC remain stayed however, due to its Bankruptcy filing. (Dkt. No. 55.)

7 Defendant Chase moves for dismissal because even if the allegations in the complaint are  
8 taken as true, Robertson fails to state a claim. (Dkt. No. 114.) GMAC Defendants join in that  
9 motion as to two of the claims asserted by Plaintiff: declaratory judgment and quiet title.<sup>2</sup>  
10 GMAC Defendants also move for summary judgment on these two claims.

## 11 Discussion

### 12 A. Motion to Dismiss

13 A motion to dismiss under Rule 12(b)(6) may be based on either the lack of a cognizable  
14 legal theory or the absence of sufficient facts alleged under a cognizable legal theory. Balistreri  
15 v. Pacifica Police Department, 901 F.2d 696, 699 (9th Cir. 1990). Material allegations are taken  
16 as admitted and the complaint is construed in the plaintiff's favor. Keniston v. Roberts, 717 F.2d  
17 1295 (9th Cir. 1983). "While a complaint attacked by a Rule 12(b)(6) motion to dismiss does  
18 not need detailed factual allegations, a plaintiff's obligation to provide the grounds of his  
19 entitlement to relief requires more than labels and conclusions, and a formulaic recitation of the  
20 elements of a cause of action will not do." Bell Atlantic Corp. v. Twombly, 550 U.S. 544, 555  
21 (2007) (internal citations omitted).

### 22 1. Declaratory Judgment

23 <sup>2</sup> GMAC Defendants have filed for Bankruptcy, which stays all but these two claims.  
24 (See Dkt. No. 55.)

1 Under Washington's Declaratory Judgment Act, courts are authorized to "declare rights,  
2 status and other legal relations." Nollette v. Christianson, 115 Wn.2d 594, 598 (1990). Absent  
3 major issues of public importance, a justiciable controversy must exist before a court's  
4 jurisdiction may be invoked under the act. Kitsap County v. Smith, 143 Wn. App. 893, 902-903  
5 (2008). For a declaratory judgment, a justiciable controversy is "... an actual, present and  
6 existing dispute, or the mature seeds of one, as distinguished from a possible, dormant,  
7 hypothetical, speculative or moot disagreement..." Id., quoting Nollette, 115 Wn.2d at 599.

8 Here, Robertson asks for a declaratory judgment that (1) Defendants have violated the  
9 laws of the State of Washington in their efforts to hold foreclosure sales of the property, (2)  
10 Defendants are not entitled to conduct a foreclosure sale of the property, (3) the Nicholls' Deed  
11 of Trust is and should be declared void, invalid, and of no further force or effect as a lien against  
12 the Property records. (Dkt. No. 4-2 at 2.) Because Robertson is a stranger to the Nicholls' Deed  
13 of Trust, which precludes his challenge to any procedural irregularities with the foreclosure  
14 process under the Deed of Trust Act (DTA), and because he fails to establish the Nicholls' Deed  
15 of Trust is invalid, the Court dismisses the Declaratory Judgment claim against Chase and  
16 GMAC Defendants.

17 a. Deed of Trust Act related claims

18 First, Plaintiff is under the mistaken belief that he has standing to challenge any aspect of  
19 Defendants' past efforts to foreclose on the property. The point of the Deed of Trust Act is to  
20 protect borrowers from harsh practices by lenders during non-judicial foreclosures. Walker v.  
21 Quality Loan Serv. Corp., \_\_\_ Wn. App. \_\_\_, 2013 WL 3989666 (Div.1, Aug. 5, 2013). When  
22 in the course of a non-judicial foreclosure sale, a lender violates the terms of the DTA, in some  
23  
24

1 instances, a borrower may sue for damages.<sup>3</sup> Id. Notably, the class of persons entitled to bring  
2 suit under the DTA for damages is limited to those persons with a financial stake in the loan  
3 transaction – the borrower or grantor. RCW 61.24.127(1). It is in the latter category—grantor—  
4 that Robertson claims to belong. (Dkt. No. 118 at 11.) His argument is entirely based on his  
5 current ownership of the property. (Id. at 12) Under Robertson’s theory, anyone who purchases  
6 property subject to a senior lien or deed of trust obligation automatically obtains “grantor” status  
7 under the DTA. Robertson offers no authority to support his theory. And, in the context of the  
8 DTA, Washington courts have exclusively used the term “grantor” for those parties who have a  
9 financial stake in the deed of trust. See e.g. Rucker v. Novastar Mortg., Inc., --- P.3d ----, 2013  
10 WL 5537301 (Div.1, August 05, 2013)(party to deed of trust is the grantor); Umpqua Bank v.  
11 Santwire, 175 Wn. App. 1068 at \*3 (Div. 1, 2013) (explaining the relationship between parties  
12 in the note and deed of trust as “the borrower becomes the grantor of the deed of trust and the  
13 lender is the beneficiary.”); Barnhart v. Fidelity Nat. Title Ins. Co., 2013 WL 5739023 \*2 (Oct.  
14 2, 2013, E.D.Wash.)(holding daughter of borrower had no claim under the DTA where she was  
15 not a party to the loan agreement.)

16 Nor does the statute itself support the theory that Robertson is a “grantor.” The DTA  
17 defines grantor as: “a person, or its successors, who executes a deed of trust to encumber the  
18 person’s interest in property as security for the performance of all or part of the borrower’s  
19 obligations.” RCW 61.24.005(7). From the plain language of that provision, it cannot be  
20 inferred that a “grantor” is any person with an interest in the property. Robertson never executed  
21 the Nicholls’ Deed of Trust nor is he a successor to Ms. Nicholls. (Dkt. 118 at 12.) Robertson

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23 <sup>3</sup> This Court has certified questions to the Washington Supreme Court on whether a claim  
24 for damages exists for procedural violations of the DTA in the absence of a non-judicial  
foreclosure sale. See Frias v. Asset Foreclosures Services, Inc. et al, 2:13-cv-00760-MJP.

1 also attempts to use the “successor” definition in the Nicholls’ Deed of Trust to piggyback his  
2 way into rights under the DTA. He ignores, however, the entirety of the provision, which  
3 requires a person, who has an ownership interests in the property and who seeks to enjoin a  
4 foreclosure sale to assume the borrowers’ obligations under the security instrument in writing  
5 and for that proposal to be approved by the lender. (Dkt. Nos. 51-1 at 65.) Here, Robertson has  
6 not assumed those obligations; Defendants have no duty to him. Consequently, there is no  
7 controversy for this Court to resolve.

8 The only limited standing Robertson may have is to cure the default on the Nicholls’  
9 Deed of Trust if a sale were pending:

10 the borrower, grantor, any guarantor, any beneficiary under a subordinate deed of  
11 trust, or any person having a subordinate lien or encumbrance of record on the  
12 trust property or any part thereof, shall be entitled to cause a discontinuance of the  
sale proceedings by curing the default or defaults set forth in the notice, which in  
the case of a default by failure to pay, shall be by paying to the trustee

13 RCW 61.24.090. But no sale is pending and this is not the issue before the Court. Instead,  
14 Robertson asks the Court to declare has rights under a statue that simply does not recognize any  
15 duty owed to him by Chase or GMAC Defendants. Plaintiff bought a piece of property  
16 encumbered by a Deed of Trust, his current ownership of the property does not serve as a basis  
17 for a declaratory judgment under the DTA.

18 In response to this motion, Plaintiff for the first time argues that the DTA is  
19 unconstitutional. Even if this claim were properly pled in a response brief, it fails because  
20 Plaintiff does not show he first gave notice to the Washington Attorney General, a pre-requisite  
21 for a constitutional challenge. RCW 7.24.110.

22 b. Invalidity of Nicholls Deed of Trust

23 Robertson also asks the Court to declare the Nicholls’ Deed Trust void on the basis that  
24 Linda Nicholls lacked title when she executed that document. (Dkt. No. 120 at 14.) He alleges

1 “Nicholls had no power to grant the Nicholls DOT on November 1, 1999,” thus rendering that  
2 document, and its encumbrance on the property void. (Dkt. No. 4-1 at 9.) This Court has  
3 already rejected this argument, finding Robertson fails to allege sufficient facts to support it  
4 and/or offer evidence to this point. (Dkt. No. 111 at 2.) In addition, the record also refutes  
5 Robertson’s allegations because it shows Ms. Nicholls’ inherited the property from her mother.  
6 (Dkt. No. 64-1 at 2.) The Statutory Warranty Deed acknowledges the transfer to Linda Nicholls  
7 “pursuant to King County Probate Court Order Filed October 11, 1999...in re Estate of Thelma  
8 Louise...Deceased.” (Id.) This is consistent with RCW 11.04.250, which mandates that when a  
9 person with interest in real property dies, the title vests immediately in the deceased heirs.  
10 Consequently, Nicholls acquired her ownership in the property immediately upon the death of  
11 her mother and before executing the Deed of Trust.

12 Because Plaintiff fails to allege sufficient facts showing a controversy exists or that he is  
13 entitled to a declaratory judgment, the Court DISMISSES his claims against Chase and GMAC  
14 Defendants.

## 15 2. Quiet Title

16 Washington law provides in a quiet title action, “The plaintiff ... shall set forth in his  
17 complaint the nature of his estate, claim or title to the property, and the defendant may set up a  
18 legal or equitable defense to plaintiff’s claims; and the superior title, whether legal or equitable,  
19 shall prevail.” RCW 7.28.120. A quiet title action may only be brought against a tenant in  
20 possession or a “person claiming title or some interest” in the property. RCW 7.28.010. It is an  
21 equitable mechanism designed to resolve competing claims of ownership. Walker, — Wn.  
22 App. at —, 308 P.3d 716. Moreover, it is a long-standing principle that “[t]he plaintiff in an  
23  
24

1 action to quiet title must succeed on the strength of his own title and not on the weakness of his  
2 adversary.” Desimone v. Spence, 51 Wn.2d 412, 415, 318 P.2d 959 (1957).

3 Robertson’s quiet title action fails as a matter of law. First, he fails to allege Defendants,  
4 especially Chase, have an interest in the property. Second, even apart from that fundamental  
5 flaw, his claim for quiet title is based on theories already rejected by this Court —procedural  
6 violations of the DTA and the Nicholls’ Deed of Trust being void. Because his property remains  
7 encumbered by the senior Nicholls’ Deed of Trust (as it has been since he purchased the  
8 property), Robertson does not have the superior title and this claim fails.

### 9 **3. Criminal Profiteering**

10 Washington enacted the Criminal Profiteering Act, RCW 9A.82, or “little RICO” to  
11 combat organized crime. Winchester v. Stein, 135 Wn.2d 835, 849 (1998). The statute requires  
12 an injury to a person, business or property by an act of criminal profiteering, which requires a  
13 commission of specific enumerated felonies for financial gain, that is part of a pattern of criminal  
14 profiteering (three or more acts within a five year period that are similar or interrelated to the  
15 same enterprise) and damages. RCW 9A.82.010(4).

16 Robertson alleges no basis on which Chase can be liable under RCW 9A.82: he alleges  
17 neither the elements of fraud or any of the felonies listed in the statute. Stiley v. Block, 130  
18 Wn.2d 486 (1996). Nor does he identify a criminal enterprise with any specificity. Fed. R. Civ.  
19 P. 9(b). He fails to plead a claim for Criminal Profiteering Act, the Court grants the motion as to  
20 Defendant Chase.

### 21 **4. Consumer Protection Act Claim**

22 The CPA prohibits “[u]nfair methods of competition and unfair or deceptive acts or  
23 practices in the conduct of any trade or commerce.” RCW 19.86.020. A private cause of action  
24



exists under the CPA if (1) the conduct is unfair or deceptive, (2) occurs in trade or commerce, (3) affects the public interest, and (4) causes injury (5) to plaintiff's business or property.

Hangman Ridge Training Stables, Inc. v. Safeco Title Ins. Co., 105 Wn.2d 778, 780 (1986).

Robertson asserts a claim for violations of the CPA, but fails to allege any facts underpinning a deceptive or unfair business practice by Defendants. Whether an act is unfair or deceptive is a question of law. Leingang v. Pierce County Med. Bureau, Inc., 131 Wn.2d 133, 150 (1997). Washington courts have held that a deceptive act must have the capacity to deceive a substantial portion of the population (Sing v. John L. Scott, Inc., 134 Wn.2d 24, 30 (1997)) and “misleads or misrepresents something of material importance.” Holiday Resort Cmty. Ass'n v. Echo Lake Assocs., LLC, 134 Wn. App. 210, 226 (2006). Robertson’s claim is premised on the notion that: “Chase recorded (or authorized) the placement of documents in the public record which made false claims of authority or transaction, deceiving Plaintiff and the general public.” But, as Chase correctly argues, it had no obligation to him (as he is a third party) nor is his claim actionable. See Centurion Props., III, LLC v. Chicago Title Ins. Co., 2013 WL 3350836, \*4, \*6-\*7 (E.D. Wash. July 3, 2013) (rejecting duty to third parties to ensure accuracy of recorded documents and dismissing tort claim as disguised slander-of-title claim).

Likewise, he fails to show any injury to business or property, which was caused by a deceptive act. “Personal injuries, as opposed to injuries to business or property, are not compensable and do not satisfy the injury requirement.” Panag v. Farmers Ins. Co. of Wash., 166 Wn.2d 27, 57 (2009). To show causation, “plaintiff must establish that, but for the defendant’s unfair or deceptive practice, the plaintiff would not have suffered an injury.” Indoor Billboard/Wash., Inc. v. Integra Telecom of Wash., Inc., 162 Wn.2d 59, 84 (2007). Robertson claims he took out loans in the hopes of paying off the Nicholls’ Deed of Trust. An existing

1 obligation—a lien on the property—does not constitute an injury. Nor does Robertson show the  
2 supposed injury resulted from Chase’s actions. The Court GRANTS the motion to dismiss the  
3 CPA claim against Chase.

4 B. GMAC’s Summary Judgment Motion

5 GMAC Defendants echo Chase’s arguments in their motion for summary judgment,  
6 urging the Court to dismiss Robertson’s claims for declaratory judgment and quiet title.

7 A party is entitled to summary judgment of its claims when “there is no genuine dispute  
8 as to any material fact and the movant is entitled to judgment as a matter of law.” Fed.R.Civ.P.  
9 56(a). As the moving party, the GMAC Defendants bear the initial burden of demonstrating the  
10 absence of a genuine issue of material fact for trial. Anderson v. Liberty Lobby, Inc., 477 U.S.  
11 242, 256 (1986). Once the GMAC Defendants meet that initial burden, “the burden shifts to  
12 [Defendants] to set forth, by affidavit or as otherwise provided in Rule 56, specific facts showing  
13 that there is a genuine issue for trial.” FTC v. Stefanchik, 559 F.3d 924, 928 (9th Cir.2009).

14 1. Declaratory Judgment

15 This Court, in the preceding pages, held that as a matter of law Plaintiff lacks standing to  
16 bring DTA related claims because the statute does not confer any procedural rights to third-  
17 parties. Defendants owed him no duty nor is the Nicholls’ Deed of Trust void. Because  
18 Plaintiff’s claim for declaratory judgment against the GMAC Defendants is identical the claim  
19 asserted against Chase, the Court adopts the reasoning discussed above. As such, Plaintiff’s  
20 claim for declaratory judgment against the GMAC Defendants also fails as a matter of law.

21 2. Quiet Title

22 Plaintiff’s claim to quiet title against the GMAC Defendants also fails for the same  
23 reasons as discussed above. In particular, to succeed on this claim Plaintiff must show his title is  
24

1 superior. The record on this issue is identical to what the Court considered on Chases motion: a  
2 copy of the Nicholls' Deed of Trust, the Nicholls' Note, and the complaint. Again, in the light  
3 most favorable to Robertson, the Court finds the record lacks any genuine factual dispute that  
4 would support quieting title to the property in favor of him. Instead, the Nicholls' Deed of Trust  
5 encumbers the property, just as it did when Plaintiff purchased it.

### 6 **Conclusion**

7 Viewing the facts in the light most favorable to Plaintiff, the claims alleged against Chase  
8 in this case are not plausible. The Court GRANTS Defendant Chase's motion. Further, the  
9 Court also GRANTS the GMAC Defendants' motion for summary judgment on the declaratory  
10 and quiet title claims because these claims fail as a matter of law.

11 The clerk is ordered to provide copies of this order to all counsel.

12 Dated this 14th day of November, 2013.

13  
14 

15 Marsha J. Pechman  
16 Chief United States District Judge  
17  
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**Exhibit O**

HONORABLE MARSHA J. PECHMAN

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON

DUNCAN K. ROBERTSON,

NO. 2:12-CV-02017-MJP

Plaintiff,

v.

NOTICE OF APPEAL –  
PLAINTIFF DUNCAN K.  
ROBERTSON’S NOTICE APPEAL  
TO THE UNITED STATES COURT  
OF APPEALS FOR THE NINTH  
CIRCUIT

GMAC MORTGAGE, LLC, et. al.,

Defendants.

REPRESENTATION STATEMENT

1. Notice is hereby given that Duncan K. Robertson, (“Appellant”), plaintiff in the above-referenced civil case, hereby appeals to the United States Court of Appeals for the Ninth Circuit, pursuant to 28 U.S.C. §1291 and § 1292, from the following District Court Orders:

- (a) ***Order Denying Motion to Reconsider***, Docket No. 203, in which the district court affirmed Plaintiff’s lack of standing to bring claims, but refused the action requested, namely remand of the case to state court for lack of subject matter jurisdiction. This Order was entered on July 11, 2014. Exhibit A attached;

- 1 (b) ***Order Granting Bank of New York Mellon Trust Company, N.A. Motion for***  
2 ***Summary Judgment***, Dkt. 201 (Dismissing defendant; Robertson lacks  
3 standing). Entered May 28, 2014. Exhibit B attached;
- 4 (c) ***Order Denying Motion to Vacate*** (all previous dismissals of defendants),  
5 Dkt. 150 (District court ruling that it need not follow state intermediate court  
6 rulings and that Plaintiff lacks standing to bring claims). Entered November 15,  
7 2013. Exhibit C attached;
- 8 (d) ***Order Granting Motions - Chase FRCP 12(b)(6) Motion to Dismiss and***  
9 ***GMAC Defendants Motion for Summary Judgment***, Dkt. 149 (Dismissing  
10 multiple defendants because Roberson lacks standing to bring any of his Deeds  
11 of Trust Act related claims). Entered November 14, 2013. Exhibit D attached;
- 12 (e) ***Order Granting First American Motion for Summary Judgment***, Dkt.  
13 111. Entered on May 6, 2013. Exhibit E attached;
- 14 (f) ***Order Denying Motion to Reconsider*** (of dismissal of LSI), Dkt. 103.  
15 Entered on April 11, 2013. Exhibit F attached;
- 16 (g) ***Order Denying Motion to Remand (2<sup>nd</sup>)***, Docket No. 85 (denying motion in  
17 response to Defendants' second Notice of Removal). Entered in this case on  
18 February 20, 2013. Exhibit G attached;
- 19 (h) ***Order Denying Motion to Remand (first) and Denying Motion For Proof of***  
20 ***Authority*** (of attorney representation to consent to removal). Docket No. 82.  
21 Entered on February 19, 2013. Exhibit H attached;
- 22  
23  
24  
25  
26

(i) ***Order Granting LSI Title Agency, Inc. FRCP 12(b)(6) Motion to Dismiss  
for failure to state a claim and Denying Leave to Amend Complaint.*** Docket

No. 58. Entered on February 6, 2013. Exhibit I attached.

2. The Motion for Reconsideration, denied in the Order described in ¶ 1(a) *supra*, requesting a separate action to remand the entire case to state court, based upon order granting summary judgment (1(b) *supra*) and previous rulings of his lack of standing, to relieve Appellant from the judgment, was timely filed on June 6, 2014. Dkt. 202. See Fed. R. Civ. P. Rule 60(d). The Order *Denying* Reconsideration, Dkt. 203, was issued on July 11, 2014. This Notice of Appeal is being filed August 1, 2014, within the 30-day period required under FRAP Rules 4(a)(1)(A), 4(a)(4)(A).

3. Appeal is taken against all defendants to this case, including

GMAC Mortgage, LLC  
Executive Trustee Services, LLC  
Residential Funding Real Estate Holdings, LLC  
Residential Funding Company, LLC  
Residential Funding Corporation  
Homecomings Financial, LLC  
LSI Title Agency, Inc.  
Bank of New York Mellon Trust Company N.A. f/k/a  
Bank of New York Trust Company, N.A.  
JP Morgan Chase Bank, N.A.  
First American Title Insurance Company

4. On July 24, 2014 defendants JP Morgan Chase Bank, N.A. and Bank One, N.A. filed a *Motion for Final Judgment*, pursuant to Fed. R. Civ. P. Rule 54(b). Dkt. 204. That same day defendants First American Title Company, Bank of New York Mellon Trust Company, N.A. (“BNY”), and LSI Title Agency, Inc. joined in the motion. Dkt. Nos. 205, 206 and 207 respectively. The attorney claiming to represent BNY also represents GMAC

1 Mortgage, LLC; Executive Trustee Services, LLC; Residential Funding Real Estate Holdings,  
2 LLC; Residential Funding Company, LLC; Residential Funding Corporation; and  
3 Homecomings Financial, LLC. He announced that certain remaining claims against these  
4 defendants are stayed by the *In Re Rescap* bankruptcy proceedings in New York.<sup>1</sup> On August  
5 11, 2014 Robertson also joined in the Motion for Final Judgment, supporting the Motion and  
6 noting that disputes remain as to factual issues presented in the briefs of defendants. Dkt. 208.

7  
8 5. Notice of appeal is being filed at this time to establish Appellant's acting to timely  
9 appeal these Orders, and because the last two Orders of the Court, ¶ 1(a), (b), *supra*,  
10 effectively ended the litigation on the merits, leaving nothing more for the court to do but  
11 execute the judgment. Should the 9<sup>th</sup> Circuit Court of Appeals find that this Appeal is  
12 premature, it is requested that the date of this filing be appropriately amended, or in the  
13 alternate, that an extension of time to file be granted to file, if needed. Appellant also requests  
14 permission of the 9<sup>th</sup> Circuit to amend this appeal, if necessary, to include further orders of the  
15 district court once the district court rules on the *Motion for Final Judgment*.

16  
17 6. This appeal is also being brought at this time to preclude the possibility that in the  
18 event the district court denies the Motion for Final Judgment,<sup>2</sup> this case could be sent into a  
19 limbo state from which appeal could be foreclosed in perpetuity. This is because in its Order  
20 Granting Summary Judgment to BNY, Dkt. 201, the district court ruled, "This Court has  
21 already concluded that Plaintiff lacks standing to bring these DTA based claims." *Id.* at 6.

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<sup>1</sup> *In Re Rescap*, No. 12-12020 (Bnkr. S.D. New York)

<sup>2</sup> See FRAP Rule 4(a)(4)(A)(no tolling of time to file appeal for a Rule 54(b) motion).



1 Absent standing to bring bankruptcy stayed claims Robertson cannot bring claims before *any*  
2 federal court, including the *In Re Rescap* proceeding.<sup>3</sup>  
3  
4

5 DATED this 11<sup>th</sup> day of August, 2014.

6 Respectfully Submitted,

7 STAFNE TRUMBULL, LLC

8 /s/ Scott E. Stafne

9 Scott E. Stafne, WSBA# 6964

10 /s/ Dean Browning Webb

11 Dean Browning Webb, WSBA #10735

12 239 N. Olympic Ave.

13 Arlington, WA 98223

14 Phone: (360) 403-8700

15 Fax: (360) 386-4005  
16  
17  
18  
19  
20  
21  
22  
23

24 <sup>3</sup> "A party that lacks standing to support jurisdiction in an Article III court also lacks standing for that claim to be  
25 adjudicated by a bankruptcy court." *Wells Fargo Bank, N.A. v. Stewart (In re Stewart)*, 647 F.3d 553, 557 (5th  
26 Cir. 2011).

## REPRESENTATION STATEMENT

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GMAC Mortgage, LLC;  
Executive Trustee Services, LLC;  
Residential Funding Real Estate Holdings, LLC;  
Residential Funding Company, LLC;  
Residential Funding Corporation;  
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Respectfully Submitted this 11th day of August, 2014, by:

STAFNE TRUMBULL, LLC

/s/ Scott E. Stafne  
Scott E. Stafne, WSBA #6964

/s/ Dean Browning Webb  
Dean Browning Webb, WSBA #10735

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Fax: (360) 386-4005

**CERTIFICATE OF SERVICE**

I hereby certify that on August 11, 2014, I electronically filed the foregoing Notice of Appeal and Representation Statement with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the following:

Fred B Burnside-  
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fredburnside@dwt.com, lisabass@dwt.com, lynnnydam@dwt.com,  
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billf@sussmanshank.com, karen@sussmanshank.com;

I further certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the appellate CM/ECF system.

DATED this 11<sup>th</sup> day of August, 2014.

/s/ Dean Browning Webb  
Dean Browning Webb, WSBA #10735

**Exhibit P**

# UNITED STATES DISTRICT COURT

WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

DUNCAN K ROBERTSON,

Plaintiff,

v.

GMAC MORTGAGE LLC,

Defendant.

## JUDGMENT IN A CIVIL CASE

CASE NUMBER: C12-2017-MJP

\_\_\_ **Jury Verdict.** This action came before the Court for a trial by jury. The issues have been tried and the jury has rendered its verdict.

X **Decision by Court.** This action came to consideration before the Court. The issues have been considered and a decision has been rendered.

THE COURT HAS ORDERED THAT Plaintiff's claims are dismissed with prejudice against Defendants LSI Title Agency, Inc., JP Morgan Chase Bank N.A. , Bank One N.A., Bank of New York Trust Company, N.A., and First American Title Insurance Company.

Dated August 20, 2014.

William M. McCool

Clerk of Court

s/Mary Duett

Deputy Clerk

**Exhibit Q**

DISPLAY/HISTORY

Acct: 12-12020-0000 Doc 8072-24 8 Filed 02/05/15 Entered 02/05/15 15:54:23 Exhibit O  
 SSN: 12-12020-0000  
 - Dates - Paid To: 12/1/2007 Next Due: 1/1/2008 Last Pmt: 8/10/2007  
 - Bal - Prin: \$0.00 Esc: \$0.00  
 - Uncol - LC: \$0.00 P&I Adv: \$0.00 Esc Sht: \$0.00  
 to Declaration Pg 2 of 100  
 Refresh Date: 12/27/2014

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
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5/4/2007	FSV		0	00	1	T:00000	INSP TYPE D ORDERED; REQ CD =AUTO DELQ
5/4/2007	ET		0	0	0		ARM CHANGE NOTICE SCHEDULED FOR 05/07/07
5/4/2007	ITR						
5/8/2007	D19		0	04	8		ARM CHANGE NOTICE CREATED - LETTER
5/12/2007	FOR						SALE SCHEDULED (604) COMPLETED 04/30/07
5/17/2007	D19		0	05	8		LM-FCLS SALE SOL-30DAY PRI 800.957.4622
5/21/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
5/24/2007	NT	LMT				T:20715	Blanket Campaign: WKOUT sent to bwr
5/25/2007	CBR		0	00	1	T:00000	FORECLOSURE STARTED
5/25/2007	CBR		0	00	1	T:00000	PURCHASED LOAN: SERVICING DATE =02/22/00
5/25/2007	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
5/29/2007	DM					T:17828	B1 CI VI. ACCT UNDER FCL. XFERRD TO LM. PROVIDED
5/29/2007	DM					T:17828	EXT NO.
5/29/2007	DM					T:17828	ACTION/RESULT CD CHANGED FROM TO BRTR
6/4/2007	DM					T:00000	EARLY IND: SCORE 374 MODEL E190S
6/4/2007	FSV		0	00	1	T:00000	INSP TYPE D ORDERED; REQ CD =AUTO DELQ
6/5/2007	FSV		0	00	1	T:00000	INSP TP D RESULTS RCVD; ORD DT=05/04/07
6/8/2007	DMD					T:22222	00/00/00 00:00:00
6/8/2007	DMD					T:22222	00/00/00 00:00:00
6/8/2007	DMD					T:22222	06/08/07 11:13:00 MSG ANS MACH
6/8/2007	FOR						FIRST LEGAL ACTION (601) COMPLETED 03/13/07
6/8/2007	FOR						FIRST LEGAL ACTION (601) UNCOMPLETED
6/8/2007	FOR						FIRST LEGAL ACTION (601) COMPLETED 03/13/07
6/18/2007	FOR						06/16/07 - 13:43 - 40799
6/18/2007	FOR						Process opened 6/16/2007 by user
6/18/2007	FOR						Max Garcia.
6/18/2007	FOR						06/16/07 - 13:42 - 40799
6/18/2007	FOR						User has updated the system for the
6/18/2007	FOR						following event: Sale Scheduled
6/18/2007	FOR						For, completed on 7/20/2007
6/18/2007	FOR						06/16/07 - 13:42 - 40799
6/18/2007	FOR						User has updated the system for the
6/18/2007	FOR						following event: Sale Scheduled
6/18/2007	FOR						For. User changed date completed
6/18/2007	FOR						from 6/15/2007 to incomplete. Reason
6/18/2007	FOR						06/16/07 - 13:42 - 40799
6/18/2007	FOR						: Sale postponed from: 6/15/2007
6/18/2007	FOR						to: 7/20/2007
6/18/2007	FOR						06/16/07 - 13:42 - 40799
6/18/2007	FOR						User has completed the Sale
6/18/2007	FOR						Scheduled For data form with the
6/18/2007	FOR						following entries: Previous Sale
6/18/2007	FOR						Date: : 06/15/2007 Sale Postponemen
6/18/2007	FOR						06/16/07 - 13:42 - 40799
6/18/2007	FOR						t Reason: : Client Request
6/18/2007	FOR						TASK:0605-FCL-CHANGD FUPDT 07/20/07
6/18/2007	BKR						UPDATE BY INTERFACE
6/19/2007	BKR						06/19/07 - 12:55 - 00007
6/19/2007	BKR						Process opened 6/19/2007 by user
6/19/2007	BKR						Fidelity AutoProc.
6/19/2007	BKR						06/19/07 - 12:55 - 00007
6/19/2007	BKR						Process opened 6/19/2007 by user
6/19/2007	BKR						Fidelity AutoProc.
6/19/2007	FOR						06/18/07 - 19:59 - 31580
6/19/2007	FOR						User has updated the system for the
6/19/2007	FOR						following event: Sale Scheduled
6/19/2007	FOR						For. User changed date completed
6/19/2007	FOR						from 7/20/2007 to incomplete. Reason
6/19/2007	FOR						06/18/07 - 19:59 - 31580
6/19/2007	FOR						: Chapter 13 filed on: 06/14/07 By:
6/19/2007	FOR						LINDA CAROL NICHOLLS as Case
6/19/2007	FOR						Number 07-12745 District: WESTERN
6/19/2007	FOR						(SEATTLE) Debtors Atty and Phone N
6/19/2007	FOR						06/18/07 - 19:59 - 31580
6/19/2007	FOR						o: ROY W. KENT / TEL #253-473-7200
6/19/2007	FOR						06/18/07 - 19:59 - 31580
6/19/2007	FOR						User has completed the Sale
6/19/2007	FOR						Scheduled For data form with the
6/19/2007	FOR						following entries: Previous Sale
6/19/2007	FOR						Date: : 07/20/07 Sale Postponement
6/19/2007	FOR						06/18/07 - 19:59 - 31580
6/19/2007	FOR						Reason: : Bankruptcy Filed
6/19/2007	DM					T:02208	ACTION/RESULT CD CHANGED FROM BKDC TO BKDC
6/19/2007	NT	BKR				T:02208	Ms.cld again. asked for amt needed to make her
6/19/2007	NT	BKR				T:02208	acct.current.gave info. DLC..
6/19/2007	DM					T:02208	*
6/19/2007	DM					T:02208	ACTION/RESULT CD CHANGED FROM BRTR TO BKDC
6/19/2007	NT	BKR				T:02208	Ms.cld.wanted info.about Fcl activity if the bk is
6/19/2007	NT	BKR				T:02208	dismissed.advs bk dept could not give that
6/19/2007	NT	BKR				T:02208	info.referred to c /s to the Fcl. dept. DLC..
6/19/2007	DM					T:16180	B1 CI, V/I, UPDATE EMAIL ADDRESS, ADV ACCNT IS IN
6/19/2007	DM					T:16180	BKR, XFER TO BKR DEPT..
6/19/2007	DM					T:16180	ACTION/RESULT CD CHANGED FROM BRTR TO BRTR
6/19/2007	NT	COL				T:19015	b1 ci reg payment arrangement for the acct. adv
6/19/2007	NT	COL				T:19015	call transferred to coll. maricris 73522
6/19/2007	NT	BKR				T:21624	transferred linda to customer service to request
6/19/2007	NT	BKR				T:21624	payoff quote...ms
6/19/2007	BKR						FILING NOTIFICATION (1501) COMPLETED 06/19/07
6/19/2007	BKR						BANKRUPTCY FILED (1500) COMPLETED 06/14/07
6/19/2007	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
6/20/2007	BKR						06/20/07 - 14:32 - 10371
6/20/2007	BKR						System updated for the following



6/20/2007	BKR					event: User has created a
6/20/2007	BKR					Process opened 6/20/2007 by user
6/20/2007	BKR					Issue type: Copy of Recorded Mo
6/20/2007	BKR					Mortgage/DOT. Issue Comments: Special
6/20/2007	BKR					Requirements:: Please provide our
6/20/2007	BKR					office with a copy of the recorded
6/20/2007	BKR					deed of trust and Note ASAP. Please
6/20/2007	BKR					06/20/07 - 14:32 - 10371
6/20/2007	BKR					email to open@piteduncan.com.
6/20/2007	BKR					thanks! Approaching Deadlines::
6/20/2007	BKR					Entered By: Lisa Dahl
6/20/2007	BKR					Entry Date: 6/20/2007 2:16:00 PM
6/20/2007	BKR					06/20/07 - 14:32 - 10371
6/20/2007	BKR					Status: Active
6/20/2007	BKR					06/20/07 - 14:14 - 39776
6/20/2007	BKR					User has updated the system for the
6/20/2007	BKR					following event: Proof of Claim
6/20/2007	BKR					Received by Attorney, completed on
6/20/2007	BKR					6/20/2007
6/20/2007	BKR					06/20/07 - 14:14 - 39776
6/20/2007	BKR					User has updated the system for the
6/20/2007	BKR					following event: Proof of Claim
6/20/2007	BKR					Referred to Attorney, completed on
6/20/2007	BKR					6/20/2007
6/20/2007	BKR					06/20/07 - 14:14 - 39776
6/20/2007	BKR					User has updated the system for the
6/20/2007	BKR					following event: Plan Review
6/20/2007	BKR					Received by Attorney, completed on
6/20/2007	BKR					6/20/2007
6/20/2007	BKR					06/20/07 - 14:14 - 39776
6/20/2007	BKR					User has updated the system for the
6/20/2007	BKR					following event: Plan Review
6/20/2007	BKR					Referred to Attorney, completed on
6/20/2007	BKR					6/20/2007
6/20/2007	BKR					06/20/07 - 14:14 - 39776
6/20/2007	BKR					Process opened 6/20/2007 by user
6/20/2007	BKR					Lisa Dahl.
6/20/2007	BKR					06/20/07 - 14:14 - 39776
6/20/2007	BKR					Process opened 6/20/2007 by user
6/20/2007	BKR					Lisa Dahl.
6/20/2007	BKR					06/20/07 - 14:14 - 39776
6/20/2007	BKR					User has updated the system for the
6/20/2007	BKR					following event: Proof of Claim
6/20/2007	BKR					Screen Set Up in Client System,
6/20/2007	BKR					completed on 6/20/2007
6/20/2007	FOR					06/20/07 - 14:16 - 39776
6/20/2007	FOR					User has updated the system for the
6/20/2007	FOR					following event: Copy of Recorded
6/20/2007	FOR					Mortgage Requested, completed on
6/20/2007	FOR					6/20/2007
6/20/2007	FOR					06/20/07 - 14:15 - 39776
6/20/2007	FOR					Process opened 6/20/2007 by user
6/20/2007	FOR					Lisa Dahl.
6/20/2007	FOR					06/20/07 - 14:15 - 39776
6/20/2007	FOR					User has updated the system for the
6/20/2007	FOR					following event: Copy of Note
6/20/2007	FOR					Requested, completed on 6/20/2007
6/20/2007	FOR					06/20/07 - 14:15 - 39776
6/20/2007	FOR					User has completed the
6/20/2007	FOR					CopyNoteReq_Dtl data form with the
6/20/2007	FOR					following entries: Special
6/20/2007	FOR					Requirements:: Please provide our
6/20/2007	FOR					06/20/07 - 14:15 - 39776
6/20/2007	FOR					office with a copy of the Note
6/20/2007	FOR					ASAP. Please email to
6/20/2007	FOR					<a href="mailto:open@piteduncan.com">open@piteduncan.com</a> . thanks!
6/20/2007	FOR					Approaching Deadlines::
6/20/2007	FOR					06/20/07 - 14:15 - 39776
6/20/2007	FOR					Process opened 6/20/2007 by user
6/20/2007	FOR					Lisa Dahl.
6/20/2007	FOR					06/20/07 - 14:16 - 39776
6/20/2007	FOR					User has completed the
6/20/2007	FOR					SpecReq_ & Deadlines data form with
6/20/2007	FOR					the following entries: Special
6/20/2007	FOR					Requirements:: Please provide our
6/20/2007	FOR					06/20/07 - 14:16 - 39776
6/20/2007	FOR					office with a copy of the recorded
6/20/2007	FOR					deed of trust ASAP. Please email to
6/20/2007	FOR					<a href="mailto:open@piteduncan.com">open@piteduncan.com</a> . thanks!
6/20/2007	FOR					Approaching Deadlines::
6/20/2007	CIT	BKR			T:18963	001 POC ARREARS INCLUDES ESCROW SHORTAGE OF
6/20/2007	CIT	BKR			T:18963	\$187.97. PLEASE DO NOT INCLUDE IN FIRST POST
6/20/2007	CIT	BKR			T:18963	PETITION PAYMENT, 07/01/07.
6/20/2007	BKR					ACTIVATE REPMT PLAN (1533) COMPLETED 06/20/07
6/20/2007	BKR					ORDER PROOF OF CLAIM (1502) COMPLETED 06/20/07
6/20/2007	POC		0	27	5	PROOF OF CLAIM
6/21/2007	BKR					06/21/07 - 10:33 - 32304
6/21/2007	BKR					System updated for the following
6/21/2007	BKR					event: User has approved the issue.
6/21/2007	BKR					issue type: Copy of Recorded
6/21/2007	BKR					Mortgage/DOT. Status: Active, Approv
6/21/2007	BKR					06/21/07 - 10:33 - 32304
6/21/2007	BKR					ed.
6/22/2007	CBR		0	00	1	T:00000 DELINQUENT: 180+ DAYS
6/22/2007	CBR		0	00	1	T:00000 PB PETITION FOR CHAPTER 13
6/25/2007	BKR					06/25/07 - 13:53 - 25763
6/25/2007	BKR					System updated for the following
6/25/2007	BKR					event: User has reprojected the
6/25/2007	BKR					step POC Completed/Mailed to Court
6/25/2007	BKR					to 7/5/2007. Reason: Other. Comments
6/25/2007	BKR					06/25/07 - 13:53 - 25763
6/25/2007	BKR					: Please note that we are in the
6/25/2007	BKR					process of referring and
6/25/2007	BKR					completing a proof of claim file

6/25/2007	BKR					for this matter. We have 15 days aft
6/25/2007	BKR					06/25/07 - 13:53 - 25763
6/25/2007	BKR					Bankruptcy notification to
6/25/2007	BKR					the POC within this 15 day period.
6/25/2007	BKR					. Status: Active, awaiting approval
6/25/2007	BKR					06/25/07 - 13:53 - 25763
6/25/2007	BKR					06/25/07 - 14:29 - 20768
6/25/2007	BKR					System updated for the following
6/25/2007	BKR					event: User has approved the
6/25/2007	BKR					Reprojection Type Other for the
6/25/2007	BKR					step POC Completed/Mailed to Court.
6/25/2007	BKR					06/25/07 - 14:29 - 20768
6/25/2007	BKR					Status: Active, Approved.
6/26/2007	FSV	0	0	1	T:25101	DELINQ INSP HOLD PLACED; REL DT =07/03/07
6/27/2007	BKR					06/27/07 - 13:43 - 33269
6/27/2007	BKR					User has updated the system for the
6/27/2007	BKR					following event: POC Bar Date,
6/27/2007	BKR					completed on 10/15/2007
6/27/2007	BKR					TASK:1535-BKR-CHANGD FUPDT 10/15/07
6/27/2007	VEA	0	00	0		ONLINE ESCROW ANALYSIS SENT TO PRINT VENDO
6/27/2007	CIT	ESC05			T:01749	001 DONE 06/27/07 BY TLR 01749
6/27/2007	CIT	ESC05			T:01749	TSK TYP 315-POST PETITION B
6/27/2007	CIT	ESC05			T:01749	001 closing cit 315-analyzed eff 7-07 1202.85
6/27/2007	NT	FSV			T:25101	Inspection Hold Placed 06/26/07 - account met the
6/27/2007	NT	FSV			T:25101	criteria in the BKR CNV-hin report
6/28/2007	BKR					06/28/07 - 12:50 - 42016
6/28/2007	BKR					User has updated the system for the
6/28/2007	BKR					following event: Actual Date POC
6/28/2007	BKR					Filed with Court, completed on
6/28/2007	BKR					6/28/2007
6/28/2007	BKR					06/28/07 - 12:50 - 42016
6/28/2007	BKR					User has updated the system for the
6/28/2007	BKR					following event: POC
6/28/2007	BKR					Completed/Mailed to Court,
6/28/2007	BKR					completed on 6/28/2007
6/28/2007	BKR					06/28/07 - 12:49 - 42016
6/28/2007	BKR					User has completed the B1_POCDis
6/28/2007	BKR					data form with the following
6/28/2007	BKR					entries: First Month in Arrears: :
6/28/2007	BKR					11/06 Last Month in Arrears: : 05/0
6/28/2007	BKR					06/28/07 - 12:49 - 42016
6/28/2007	BKR					7 Arrearage Late Charges: : 437.67
6/28/2007	BKR					Foreclosure Fees & Costs: :
6/28/2007	BKR					1783.93 Title Fees & Costs: : 0.00
6/28/2007	BKR					Bankruptcy Fees & Costs: : 370.12
6/28/2007	BKR					06/28/07 - 12:49 - 42016
6/28/2007	BKR					Escrow Shortage: : 187.97
6/28/2007	BKR					Additional Late Charges: : 0.00
6/28/2007	BKR					NSF Charges: : 0.00 Other: :
6/28/2007	BKR					Suspense Amount: : 0.00 Secured Tot
6/28/2007	BKR					06/28/07 - 12:49 - 42016
6/28/2007	BKR					al: : 105167.09 'Other' item
6/28/2007	BKR					details: Arrearage Total: :
6/28/2007	BKR					12631.80
6/28/2007	BKR					PROOF OF CLAIM FILED (1503) COMPLETED 06/28/07
6/29/2007	FSV	0	00	1	T:00000	INSP TP D RESULTS RCVD; ORD DT=06/04/07
7/3/2007	DM				T:00000	EARLY IND: SCORE 351 MODEL E190S
7/3/2007	FSV	0	00	1	T:00000	DELINQ INSP HOLD RELEASED
7/4/2007	FSV	0	00	1	T:00000	INSP TYPE E ORDERED; REQ CD =AUTO DELQ
7/5/2007	FSV	0	0	1	T:25101	DELINQ INSP HOLD PLACED; REL DT =07/10/07
7/10/2007	FSV	0	0	1	T:25101	DELINQ INSP HOLD PLACED; REL DT =07/17/07
7/11/2007	FSV	0	00	1	T:00000	INSP TYPE E CANCELLED; REQ CD =AUTO DELQ
7/11/2007	NT	CSH			T:01676	State HFN/LSAMS surplus ck was voided & fnds
7/11/2007	NT	CSH			T:01676	posted to esc, ck#3287708,\$189.28, dtd-11/30/06.
7/11/2007	NT	CSH			T:01676	Ruth76234
7/12/2007	BKR					07/11/07 - 18:51 - 25289
7/12/2007	BKR					System updated for the following
7/12/2007	BKR					event: User has reprojected the
7/12/2007	BKR					step Plan Review Complete to
7/12/2007	BKR					8/6/2007. Reason: Other. Comments: P
7/12/2007	BKR					07/11/07 - 18:51 - 25289
7/12/2007	BKR					lease note the Ch. 13 Plan has not
7/12/2007	BKR					been filed as of yet. We will
7/12/2007	BKR					continue to monitor this loan for
7/12/2007	BKR					the filing of the Plan and immediate
7/12/2007	BKR					07/11/07 - 18:51 - 25289
7/12/2007	BKR					ly review it and provide our
7/12/2007	BKR					recommendation. Status: Active,
7/12/2007	BKR					awaiting approval.
7/12/2007	BKR					07/12/07 - 11:55 - 39770
7/12/2007	BKR					System updated for the following
7/12/2007	BKR					event: User has approved the
7/12/2007	BKR					Reprojection Type Other for the
7/12/2007	BKR					step Plan Review Complete, Status: A
7/12/2007	BKR					07/12/07 - 11:55 - 39770
7/12/2007	BKR					ctive, Approved.
7/13/2007	CBR	0	00	1	T:00000	FORECLOSURE STARTED
7/13/2007	CBR	0	00	1	T:00000	DELINQUENT: 180+ DAYS
7/13/2007	CBR	0	00	1	T:00000	PB CHAPTER 13 BANKRUPTCY DISMISSED
7/13/2007	BKR					UPDATED BY INTERFACE
7/13/2007	BKR					DISMISSED (2467) COMPLETED 07/12/07
7/13/2007	BKR					UPDATED BY INTERFACE
7/16/2007	BKR					REVIEW & CLOSE FILE (1530) COMPLETED 07/16/07
7/17/2007	FSV	0	00	1	T:00000	DELINQ INSP HOLD RELEASED
7/17/2007	BKR					07/16/07 - 17:43 - 39770
7/17/2007	BKR					User has updated the system for the
7/17/2007	BKR					following event: Chapter 13
7/17/2007	BKR					Processes Closed in NewTrak,
7/17/2007	BKR					completed on 7/16/2007
7/17/2007	BKR					07/16/07 - 17:43 - 39770
7/17/2007	BKR					User has updated the system for the
7/17/2007	BKR					following event: Chapter 13 Closing
7/17/2007	BKR					Reason Effective Date, completed on
7/17/2007	BKR					7/12/2007

7/17/2007	BKR					07/16/07 - 17:43 - 39770
7/17/2007	BKR					User has completed the Ch 13 BK Closing data form with the following event: Chapter 13 Closing
7/17/2007	BKR					07/16/07 - 17:43 - 39770
7/17/2007	BKR					Dismissed
7/17/2007	BKR					07/16/07 - 17:41 - 39770
7/17/2007	BKR					User has updated the system for the following event: Chapter 13 Closing
7/17/2007	BKR					Reason, completed on 7/16/2007
7/17/2007	BKR					07/16/07 - 17:39 - 39770
7/17/2007	BKR					System updated for the following event: User has ended the Issue associated with this loan. Issue
7/17/2007	BKR					Type: Copy of Recorded Mortgage/DOT.
7/17/2007	BKR					07/16/07 - 17:39 - 39770
7/17/2007	BKR					Comments: Your issue has been closed due to BK dismissal entered on 7/12/07. pponce-piteduncan..
7/17/2007	BKR					07/16/07 - 17:40 - 39770
7/17/2007	BKR					User has completed the Ch 13 Reason data form with the following entries: Reason for Closing Ch 13
7/17/2007	BKR					Bankruptcy File?: : Dismissed Date
7/17/2007	BKR					07/16/07 - 17:40 - 39770
7/17/2007	BKR					of Discharge Order, if Discharged: : Date of Dismissal Order, if
7/17/2007	BKR					Dismissed?: : 07/12/2007 If
7/17/2007	BKR					Dismissed, was it with Prejudice?: : 07/16/07 - 17:40 - 39770
7/17/2007	BKR					False
7/17/2007	BKR					07/16/07 - 17:40 - 39770
7/17/2007	BKR					Process opened 7/16/2007 by user
7/17/2007	BKR					Bobbie Barrette.
7/17/2007	FOR					07/17/07 - 15:27 - 31580
7/17/2007	FOR					BK HOLD ENDED. BK case #07-12745
7/17/2007	FOR					dismissed 7/12/07.
7/17/2007	FOR					07/17/07 - 15:27 - 31580
7/17/2007	FOR					Process opened 7/17/2007 by user
7/17/2007	FOR					Patricia Lambengco.
7/17/2007	FOR					07/17/07 - 15:27 - 31580
7/17/2007	FOR					User has updated the system for the following event: Sale Scheduled
7/17/2007	FOR					For, completed on 7/20/2007
7/17/2007	FOR					07/17/07 - 15:26 - 00007
7/17/2007	FOR					System updated for the following event: User has reprojected the step Sale Scheduled For to 7/17/2007. Reason: Hold Ended. Comments: 07/17/07 - 15:26 - 00007
7/17/2007	FOR					nts: Hold Ended , Status: Active, approval not required.
7/17/2007	BKR					07/16/07 - 21:07 - 39770
7/17/2007	BKR					Case Number: 0712745
7/17/2007	BKR					3
7/17/2007	BKR					Completed: 2007/07/16
7/18/2007	BKR					07/18/07 - 17:04 - 39671
7/18/2007	BKR					Fees and costs response: Good
7/18/2007	BKR					Through:7/20/2007 Fees: 0.00 Costs: 0.00 Comment:
7/18/2007	BKR					07/18/07 - 17:03 - 39671
7/18/2007	BKR					Fees and costs response: Good
7/18/2007	BKR					Through:7/20/2007 Fees: 0.00 Costs: 0.00 Comment:
7/18/2007	FOR					07/18/07 - 17:09 - 11961
7/18/2007	FOR					Fees and costs response: Good
7/18/2007	FOR					Through:7/20/2007 Fees: 0 Costs: 114.00 Comment: sale 7-20-07
7/18/2007	FOR					07/18/07 - 17:09 - 11961
7/18/2007	FOR					A fees and costs Response Comment
7/18/2007	FOR					has been completed for this loan by Eliza Meza
7/18/2007	FOR					07/18/07 - 14:39 - 43275
7/18/2007	FOR					A fees and costs request has been entered for this loan by Trenita Dixon, good through 7/20/2007
7/18/2007	FOR					07/18/07 - 14:35 - 43275
7/18/2007	FOR					System updated for the following event: User has created a Process-Level issue for this loan.Issue Type: Reinstatement Quote
7/18/2007	FOR					07/18/07 - 14:35 - 43275
7/18/2007	FOR					Request. Issue Comments: Borrower requesting Reinstatement figures are mailed to the attention of Linda Nichols. Please perpare and provide figured to our Attorney.
7/18/2007	FOR					Status: Active
7/18/2007	DM				T:20633	RC TT B/1; VAI AND EDUCATED ON ACCT STATUS, FCL
7/18/2007	DM				T:20633	SALE DATE, H/O STATED TRYING TO R/I ACCT AND IS
7/18/2007	DM				T:20633	GETTING FUNDS TO BRING ACCT CURRENT AND NEED R/I
7/18/2007	DM				T:20633	FIGURE, ORDERED IN NEWTRAK R/I FIGURE AND ADV H/O
7/18/2007	DM				T:20633	TO ACCT FCL ATTNY FOR FIGURE. H/O STATED HAVE 15K
7/18/2007	DM				T:20633	AVAILABLE FOR R/I. T DIXON 6863
7/18/2007	DM				T:20633	ACTION/RESULT CD CHANGED FROM BKDC TO LMDC
7/19/2007	FOR					07/19/07 - 15:55 - 39770
7/19/2007	FOR					CH 13 BK case# 07-12745 filed 6/14/07 and dismissed on 7/12/07 for failure to file schedules, statements plan or lists. pponce-pit
7/19/2007	FOR					07/19/07 - 15:55 - 39770
7/19/2007	FOR					eduncan.
7/19/2007	NT	BKR			T:16931	CH 13 BK case# 07-12745 filed 6/14/07 and

7/19/2007	NT	BKR					T:16931	dismissed on 7/12/07 for failure to file schedules, not meeting plan or late.
7/19/2007	NT	BKR	12-12020-mg	Doc 8072-24			T:16931	to Declaration FROM Bankruptcy Court
7/19/2007	D28		0	DT	8		T:16931	07/20/07 - 13:56 - 32304
7/20/2007	FOR							System updated for the following
7/20/2007	FOR							event: User has ended the Issue
7/20/2007	FOR							associated with this loan. Issue
7/20/2007	FOR							Type: Reinstatement Quote Request. C
7/20/2007	FOR							07/20/07 - 13:56 - 32304
7/20/2007	FOR							omments: info rcvd.
7/20/2007	FOR							07/20/07 - 13:56 - 32304
7/20/2007	FOR							System updated for the following
7/20/2007	FOR							event: User has approved the issue.
7/20/2007	FOR							issue type: Reinstatement Quote
7/20/2007	FOR							Request. Status: Active, Approved.
7/20/2007	BKR							UPDATE BY INTERFACE
7/23/2007	BKR							07/23/07 - 11:43 - 00007
7/23/2007	BKR							Process opened 7/23/2007 by user
7/23/2007	BKR							Fidelity AutoProc.
7/23/2007	BKR							07/23/07 - 11:43 - 00007
7/23/2007	BKR							Process opened 7/23/2007 by user
7/23/2007	BKR							Fidelity AutoProc.
7/23/2007	FOR							07/20/07 - 17:27 - 38579
7/23/2007	FOR							User has updated the system for the
7/23/2007	FOR							following event: Sale Scheduled
7/23/2007	FOR							For. User changed date completed
7/23/2007	FOR							from 7/20/2007 to incomplete, Reason
7/23/2007	FOR							07/20/07 - 17:27 - 38579
7/23/2007	FOR							: new sale date is 08/24/07
7/23/2007	FOR							07/20/07 - 17:26 - 38579
7/23/2007	FOR							User has completed the Sale
7/23/2007	FOR							Scheduled For data form with the
7/23/2007	FOR							following entries: Previous Sale
7/23/2007	FOR							Date: : 07/20/07 Sale Postponement
7/23/2007	FOR							07/20/07 - 17:26 - 38579
7/23/2007	FOR							Reason: : Bankruptcy Filed
7/23/2007	BKR							FILING NOTIFICATION (1501) COMPLETED 07/23/07
7/23/2007	BKR							BANKRUPTCY FILED (1500) COMPLETED 07/19/07
7/24/2007	FSV		0	00	1		T:00000	INSP TP E RESULTS RCVD; ORD DT=07/04/07
7/24/2007	BKR							case active per pacer
7/24/2007	BKR							TASK:1530-BKR-CHANGD FUPDT 08/24/07
7/24/2007	BKR							POC bar date per pacer
7/24/2007	BKR							TASK:1535-BKR-CHANGD FUPDT 11/13/07
7/24/2007	BKR							341 meeting set per pacer
7/24/2007	BKR							TASK:1601-BKR-CHANGD FUPDT 08/13/07
7/24/2007	BKR							obj deadline set per pacer
7/24/2007	BKR							TASK:1602-BKR-CHANGD FUPDT 10/12/07
7/24/2007	BKR							scheduled conf date per pacer
7/24/2007	BKR							TASK:1605-BKR-CHANGD FUPDT 10/03/07
7/24/2007	BKR							scheduled conf date per pacer
7/24/2007	BKR							TASK:1532-BKR-CHANGD FUPDT 10/03/07
7/24/2007	FSV		0	0	1		T:25101	DELINQ INSP HOLD PLACED; REL DT =07/31/07
7/25/2007	BKR							ACTIVATE REPMT PLAN (1533) COMPLETED 07/24/07
7/25/2007	BKR							ORDER PROOF OF CLAIM (1502) COMPLETED 07/24/07
7/27/2007	NT	FSV					T:25101	Inspection Hold Placed 07/24/07 - account met the
7/27/2007	NT	FSV					T:25101	criteria in the BKR CNV - hfn report
7/31/2007	FSV		0	00	1		T:00000	DELINQ INSP HOLD RELEASED
8/1/2007	FSV		0	0	1		T:25101	DELINQ INSP HOLD PLACED; REL DT =08/07/07
8/2/2007	DM						T:00000	EARLY IND: SCORE 362 MODEL E190S
8/3/2007	NT	FSV					T:25101	Placed Inspections on hold 07/31/07 - Account
8/3/2007	NT	FSV					T:25101	met the criteria in the BKR CNV-hfn report
8/7/2007	FSV		0	00	1		T:00000	INSP TYPE E ORDERED; REQ CD =AUTO DELQ
8/7/2007	FSV		0	00	1		T:00000	DELINQ INSP HOLD RELEASED
8/8/2007	FSV		0	00	1		T:00000	INSP TYPE E CANCELLED; REQ CD =AUTO DELQ
8/8/2007	BKR							08/08/07 - 11:32 - 44530
8/8/2007	BKR							System updated for the following
8/8/2007	BKR							event: User has reprojected the
8/8/2007	BKR							step Plan Review Received by
8/8/2007	BKR							Attorney to 8/15/2007. Reason: Bankr
8/8/2007	BKR							08/08/07 - 11:32 - 44530
8/8/2007	BKR							uptcy POC financial figures.
8/8/2007	BKR							Comments: According to pacer, ch.13
8/8/2007	BKR							plan has not yet been filed, and
8/8/2007	BKR							our office is also awaiting conforme
8/8/2007	BKR							08/08/07 - 11:32 - 44530
8/8/2007	BKR							d POC copies from the court. .
8/8/2007	BKR							Status: Active, awaiting approval.
8/8/2007	BKR							08/08/07 - 08:35 - 10212
8/8/2007	BKR							User has updated the system for the
8/8/2007	BKR							following event: Plan Review
8/8/2007	BKR							Referred to Attorney, completed on
8/8/2007	BKR							8/8/2007
8/8/2007	BKR							08/08/07 - 08:38 - 00007
8/8/2007	BKR							Bankruptcy - Plan Review (NIE Id#
8/8/2007	BKR							4036915) sent to Pite Duncan, LLP
8/8/2007	BKR							at 8/8/2007 8:35:18 AM by Cathy
8/8/2007	BKR							Hagstrom
8/8/2007	BKR							08/07/07 - 19:01 - 39769
8/8/2007	BKR							User has updated the system for the
8/8/2007	BKR							following event: Filed POC
8/8/2007	BKR							Reconciled, completed on 8/2/2007
8/8/2007	BKR							08/07/07 - 19:01 - 39769
8/8/2007	BKR							User has updated the system for the
8/8/2007	BKR							following event: Actual Date POC
8/8/2007	BKR							Filed with Court, completed on
8/8/2007	BKR							8/2/2007
8/8/2007	BKR							08/07/07 - 19:01 - 39769
8/8/2007	BKR							User has updated the system for the
8/8/2007	BKR							following event: POC
8/8/2007	BKR							Completed/Mailed to Court,
8/8/2007	BKR							completed on 8/2/2007
8/8/2007	BKR							08/07/07 - 19:01 - 39769
8/8/2007	BKR							User has updated the system for the
8/8/2007	BKR							following event: POC Bar Date,

8/8/2007	BKR						completed on 11/13/2007
8/8/2007	BKR						08/07/07 - 19:00 - 39769
8/8/2007	BKR						User has updated the system for the
8/8/2007	BKR						following event: Proof of Claim
8/8/2007	BKR						Referred to Attorney, completed on
8/8/2007	BKR						7/25/2007
8/8/2007	BKR						08/07/07 - 19:01 - 39769
8/8/2007	BKR						User has updated the system for the
8/8/2007	BKR						following event: Proof of Claim
8/8/2007	BKR						Referred to Attorney, completed on
8/8/2007	BKR						7/25/2007
8/8/2007	BKR						08/07/07 - 19:00 - 39769
8/8/2007	BKR						Cecelia Alarcon - (Cont) - Total:
8/8/2007	BKR						: 15,959.24
8/8/2007	BKR						08/07/07 - 19:00 - 39769
8/8/2007	BKR						User has completed the B1_POCDis
8/8/2007	BKR						data form with the following
8/8/2007	BKR						entries: First Month in Arrears: :
8/8/2007	BKR						11/06 Last Month in Arrears: : 07/0
8/8/2007	BKR						08/07/07 - 19:00 - 39769
8/8/2007	BKR						7 Arrearage Late Charges: : 534.93
8/8/2007	BKR						Foreclosure Fees & Costs: :
8/8/2007	BKR						1,833.93 Title Fees & Costs: : 0
8/8/2007	BKR						Bankruptcy Fees & Costs: : 370.12 E
8/8/2007	BKR						08/07/07 - 19:00 - 39769
8/8/2007	BKR						scrow Shortage: : 0 Additional
8/8/2007	BKR						Late Charges: : 0 NSF Charges: : 0
8/8/2007	BKR						Other: : 2307.55 Suspense Amount:
8/8/2007	BKR						: 0 Secured Total: : 0 'Other' ite
8/8/2007	BKR						08/07/07 - 19:00 - 39769
8/8/2007	BKR						m details: : Expense Advances;Prev.
8/8/2007	BKR						Svcr. Corp. Advances; Property
8/8/2007	BKR						Inspections Arrearage
8/8/2007	BKR						08/07/07 - 18:43 - 39769
8/8/2007	BKR						Process opened 8/7/2007 by user
8/8/2007	BKR						Cecelia Alarcon.
8/8/2007	BKR						08/07/07 - 18:43 - 39769
8/8/2007	BKR						Process opened 8/7/2007 by user
8/8/2007	BKR						Cecelia Alarcon.
8/8/2007	BKR						08/07/07 - 18:43 - 39769
8/8/2007	BKR						User has updated the system for the
8/8/2007	BKR						following event: Proof of Claim
8/8/2007	BKR						Screen Set Up in Client System,
8/8/2007	BKR						completed on 7/25/2007
8/8/2007	BKR						PROOF OF CLAIM FILED (1503) COMPLETED 08/02/07
8/8/2007	FSV		0	0	1	T:25101	DELINQ INSP HOLD PLACED; REL DT =08/21/07
8/9/2007	NT	FSV				T:25101	Inspection Hold Placed 08 07 07 - account met the
8/9/2007	NT	FSV				T:25101	criteria in the BKR CNV-hfn report
8/10/2007	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
8/10/2007	CBR		0	00	1	T:00000	PB PETITION FOR CHAPTER 13
8/10/2007	BKR						08/09/07 - 19:14 - 39770
8/10/2007	BKR						System updated for the following
8/10/2007	BKR						event: User has approved the
8/10/2007	BKR						Reprojection Type Bankruptcy POC
8/10/2007	BKR						financial figures for the step Plan
8/10/2007	BKR						08/09/07 - 19:14 - 39770
8/10/2007	BKR						Review Received by Attorney.
8/10/2007	BKR						Status: Active, Approved.
8/10/2007	DM					T:28915	TP STTD WAS HOLDER OF 2ND LIEN. ADV NEED TO TRANS
8/10/2007	DM					T:28915	TO BKR DEPT. TRANS CALL TO BKR. MVARLEY 6955
8/10/2007	DM					T:28915	ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
8/13/2007	BKR						UPDATED BY INTERFACE
8/13/2007	BKR						DISMISS (2640) COMPLETED 08/09/07
8/13/2007	BKR						UPDATED BY INTERFACE
8/13/2007	BKR						UPDATED BY INTERFACE
8/13/2007	BKR						BANKRUPTCY CT CHANGED FROM 0115832 TO 0013586
8/13/2007	NT	BKR				T:19315	customer request payoff
8/16/2007	BKR						REVIEW & CLOSE FILE (1530) COMPLETED 08/16/07
8/16/2007	BKR						MEETING OF CREDITORS (1601) COMPLETED 08/13/07
8/17/2007	BKR						08/16/07 - 17:46 - 39770
8/17/2007	BKR						Process opened 8/16/2007 by user
8/17/2007	BKR						Bobbie Barrette.
8/17/2007	BKR						08/16/07 - 17:47 - 39770
8/17/2007	BKR						User has updated the system for the
8/17/2007	BKR						following event: Chapter 13
8/17/2007	BKR						Processes Closed in NewTrak,
8/17/2007	BKR						completed on 8/16/2007
8/17/2007	BKR						08/16/07 - 17:47 - 39770
8/17/2007	BKR						User has updated the system for the
8/17/2007	BKR						following event: Chapter 13 Closing
8/17/2007	BKR						Reason Effective Date, completed on
8/17/2007	BKR						8/9/2007
8/17/2007	BKR						08/16/07 - 17:47 - 39770
8/17/2007	BKR						User has completed the Ch 13 BK
8/17/2007	BKR						Closing data form with the
8/17/2007	BKR						following entries: Reason for
8/17/2007	BKR						Closing Ch 13 Bankruptcy File?: : Di
8/17/2007	BKR						08/16/07 - 17:47 - 39770
8/17/2007	BKR						Dismissed
8/17/2007	BKR						08/16/07 - 17:46 - 39770
8/17/2007	BKR						User has updated the system for the
8/17/2007	BKR						following event: Chapter 13 Closing
8/17/2007	BKR						Reason, completed on 8/16/2007
8/17/2007	BKR						08/16/07 - 17:46 - 39770
8/17/2007	BKR						User has completed the Ch 13
8/17/2007	BKR						Reason data form with the following
8/17/2007	BKR						entries: Reason for Closing Ch 13
8/17/2007	BKR						Bankruptcy File?: : Dismissed Date
8/17/2007	BKR						08/16/07 - 17:46 - 39770
8/17/2007	BKR						of Discharge Order, if Discharged:
8/17/2007	BKR						: Date of Dismissal Order, if
8/17/2007	BKR						Dismissed:: 08/09/2007 If
8/17/2007	BKR						Dismissed, was it with Prejudice?: :
8/17/2007	BKR						08/16/07 - 17:46 - 39770
8/17/2007	BKR						False

8/17/2007	BKR					08/16/07 - 17:54 - 39770
8/17/2007	BKR	12-12020-mg	Doc 8072-24	Filed 02/05/15	Entered 02/05/15 15:54:23	Exhibit Q
8/17/2007	BKR					Case Number: 0719267
8/20/2007	NT	DM				to Declaration Pg 8 of 100
8/21/2007	DMD					T:13621 automated bpo order ff to rfc
8/21/2007	DMD					T:22222 00/00/00 00:00:00
8/21/2007	DMD					T:22222 00/00/00 00:00:00
8/21/2007	DMD					T:22222 08/21/07 15:23:25 MSG ANS MACH
8/21/2007	FSV	0	00	1		T:00000 DELINQ INSP HOLD RELEASED
8/21/2007	FSV	0	00	1		T:00000 INSP TP E RESULTS RCVD; ORD DT=08/07/07
8/21/2007	FSV	0	0	0		T:21396 INSP TYPE R ORDERED; REQ CD =1150
8/21/2007	D28	0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628
8/22/2007	FOR					08/22/07 - 16:30 - 32304
8/22/2007	FOR					User has updated the system for the
8/22/2007	FOR					following event: Bidding
8/22/2007	FOR					Instructions Received By Attorney,
8/22/2007	FOR					completed on 8/22/2007
8/22/2007	FOR					08/22/07 - 16:30 - 32304
8/22/2007	FOR					User has updated the system for the
8/22/2007	FOR					following event: Bidding
8/22/2007	FOR					Instructions To Attorney, completed
8/22/2007	FOR					on 8/22/2007
8/22/2007	FOR					08/22/07 - 16:30 - 32304
8/22/2007	FOR					User has updated the system for the
8/22/2007	FOR					following event: Bid Approved,
8/22/2007	FOR					completed on 8/22/2007
8/22/2007	FOR					08/22/07 - 16:30 - 32304
8/22/2007	FOR					User has updated the system for the
8/22/2007	FOR					following event: Bid Calculation
8/22/2007	FOR					Completed, completed on 8/22/2007
8/22/2007	FOR					08/22/07 - 16:17 - 39245
8/22/2007	FOR					User has updated the system for the
8/22/2007	FOR					following event: Advised Counsel to
8/22/2007	FOR					Proceed with foreclosure, completed
8/22/2007	FOR					on 8/22/2007
8/22/2007	FOR					08/22/07 - 16:17 - 39245
8/22/2007	FOR					Process opened 8/22/2007 by user
8/22/2007	FOR					Mary Lynch,
8/22/2007	FOR					08/22/07 - 16:09 - 35593
8/22/2007	FOR					A fees and costs request has been
8/22/2007	FOR					entered for this loan by Sanjay
8/22/2007	FOR					Patel, good through 8/23/2007
8/22/2007	FOR					08/22/07 - 16:07 - 35593
8/22/2007	FOR					System updated for the following
8/22/2007	FOR					event: User has created a
8/22/2007	FOR					Process-Level issue for this
8/22/2007	FOR					loan.Issue Type: Reinstatement Quote
8/22/2007	FOR					08/22/07 - 16:07 - 35593
8/22/2007	FOR					Request. Issue Comments: Please
8/22/2007	FOR					provide reinstatment figures to
8/22/2007	FOR					borrower , she will call as sale
8/22/2007	FOR					date on 08/24/07. Thanks. Status: Ac
8/22/2007	FOR					08/22/07 - 16:07 - 35593
8/22/2007	FOR					tive
8/22/2007	FOR					08/21/07 - 20:11 - 31580
8/22/2007	FOR					Process opened 8/21/2007 by user
8/22/2007	FOR					Patricia Lambengco.
8/22/2007	FOR					08/21/07 - 20:11 - 31580
8/22/2007	FOR					User has updated the system for the
8/22/2007	FOR					following event: Sale Scheduled
8/22/2007	FOR					For, completed on 8/24/2007
8/22/2007	FOR					08/21/07 - 20:10 - 31580
8/22/2007	FOR					Intercom From: Patricia Lambengco,
8/22/2007	FOR					at-exet - To: Michael Mora
8/22/2007	FOR					(at-exet) / Subject: Hold
8/22/2007	FOR					Request/Message: System updated for
8/22/2007	FOR					08/21/07 - 20:10 - 31580
8/22/2007	FOR					the following event: User has ended
8/22/2007	FOR					the hold. Hold End Date:
8/22/2007	FOR					08/21/2007. Hold type: Bankruptcy
8/22/2007	FOR					Filed
8/22/2007	FOR					08/21/07 - 20:10 - 31580
8/22/2007	FOR					BK HOLD ENDED , CASE #07-13287
8/22/2007	FOR					DISMISSED 8/9/07.
8/22/2007	FOR					08/21/07 - 20:10 - 00007
8/22/2007	FOR					System updated for the following
8/22/2007	FOR					event: User has reprojected the
8/22/2007	FOR					step Sale Scheduled For to
8/22/2007	FOR					8/21/2007. Reason: Hold Ended. Comme
8/22/2007	FOR					08/21/07 - 20:10 - 00007
8/22/2007	FOR					nts: Hold Ended . Status: Active,
8/22/2007	FOR					approval not required.
8/22/2007	DM					T:20677 TT BRRW SD THAT SHE WANTS TO RI, ADV NEED TO
8/22/2007	DM					T:20677 REQUEST VIA ATTY, GAVE ATTY # AS SHE DOES NOT HAVE
8/22/2007	DM					T:20677 FAX, SD RFD LOST JOB SINCE NOV 06, SD SHE IS
8/22/2007	DM					T:20677 BORROWING \$20K FROM FAMILY. ADV TO WUQC, GAVE INFO
8/22/2007	DM					T:20677 AND MY FAX 214 864 5656 TO SEND MTCN TO SAVE SALE.
8/22/2007	DM					T:20677 PATELS 6266
8/22/2007	DM					T:20677 ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
8/23/2007	BKR					08/23/07 - 16:53 - 32304
8/23/2007	BKR					System updated for the following
8/23/2007	BKR					event: User has ended the Issue
8/23/2007	BKR					associated with this loan. Issue
8/23/2007	BKR					Type: Reinstatement Quote Request. C
8/23/2007	BKR					08/23/07 - 16:53 - 32304
8/23/2007	BKR					omments: info recvd.
8/23/2007	BKR					08/22/07 - 18:13 - 39671
8/23/2007	BKR					Fees and costs response: Good
8/23/2007	BKR					Through:8/23/2007 Fees: 0.00 Costs:
8/23/2007	BKR					0.00 Comment:
8/23/2007	BKR					08/22/07 - 18:13 - 39671
8/23/2007	BKR					Fees and costs response: Good
8/23/2007	BKR					Through:8/23/2007 Fees: 0.00 Costs:
8/23/2007	BKR					0.00 Comment:
8/23/2007	FOR					08/23/07 - 16:45 - 32304

8/23/2007	FOR						System updated for the following
8/23/2007	FOR						event: User has approved the issue.
8/23/2007	FOR						Issue type: Hold FC. Status:
8/23/2007	FOR						08/23/07 - 16:45 - 32304
8/23/2007	FOR						Process opened 8/23/2007 by user
8/23/2007	FOR						Dianna Sandoval.
8/23/2007	FOR						08/23/07 - 15:36 - 35593
8/23/2007	FOR						System updated for the following
8/23/2007	FOR						event: User has created a
8/23/2007	FOR						Process-Level issue for this
8/23/2007	FOR						loan.Issue Type: Hold FC. Issue Comm
8/23/2007	FOR						08/23/07 - 15:36 - 35593
8/23/2007	FOR						ents: URGENT.. SALE 8/24/07..Please
8/23/2007	FOR						place foreclosure on hold and
8/23/2007	FOR						cancel sale as funds rec'd to
8/23/2007	FOR						reinstate. Thanks Status: Active
8/23/2007	FOR						08/22/07 - 18:44 - 36367
8/23/2007	FOR						User has updated the system for the
8/23/2007	FOR						following event: Counsel
8/23/2007	FOR						acknowledged Proceed with
8/23/2007	FOR						foreclosure, completed on 8/22/2007
8/23/2007	FOR						08/23/07 - 16:44 - 32304
8/23/2007	FOR						System updated for the following
8/23/2007	FOR						event: User has approved the issue.
8/23/2007	FOR						issue type: Reinstatement Quote
8/23/2007	FOR						Request. Status: Active, Approved.
8/23/2007	FOR						08/23/07 - 10:44 - 11961
8/23/2007	FOR						Fees and costs response: Good
8/23/2007	FOR						Through:8/23/2007 Fees: 675.00
8/23/2007	FOR						Costs: 1411.06 Comment:
8/23/2007	NT	LMT				T:20677	Spoke with atty adv to postpne sale for 30days at
8/23/2007	NT	LMT				T:20677	no cost. Also adv RI fig \$15689.79, Sd atty f/c
8/23/2007	NT	LMT				T:20677	\$251.75 however Newtrak shows \$2086.06 g/t 8/23.
8/23/2007	NT	LMT				T:20677	brw sent in \$2000 therefore enough to Ri. PatelS
8/23/2007	NT	LMT				T:20677	6266
8/23/2007	NT	LMT				T:20677	Tried calling atty twice at 16:22 CT but call
8/23/2007	NT	LMT				T:20677	disconnects after 2 rings. PatelS 6266
8/23/2007	NT	LMT				T:20677	Call atty however no one avail, left vm to cancel
8/23/2007	NT	LMT				T:20677	sale and place f/c on hold. Request also placed
8/23/2007	NT	LMT				T:20677	via newtrak. Patels 6266
8/23/2007	NT	LMT				T:20677	Total funds of \$20000 sent and confirmed by WUQC.
8/23/2007	NT	LMT				T:20677	PatelS 6266
8/23/2007	NT	LMT				T:20677	outbound cil made but line engaged. Red'sd WUQC
8/23/2007	NT	LMT				T:20677	rept. Will confirm and update acct once
8/23/2007	NT	LMT				T:20677	confirmed. PatelS 6266
8/23/2007	DM					T:20672	TT B1-VERI ALL ACCT INFO--STTD SHE WANTED TO
8/23/2007	DM					T:20672	FOLLOW UP ON THE RI WITH SPATEL--ADV HE WAS NOT
8/23/2007	DM					T:20672	AVAIL VIA EMAIL--BORROWER HUNG UP.QPAXTON 8742191
8/23/2007	DM					T:20672	DFLT REASON 1 CHANGED TO: CURTAILMENT OF INCOME
8/23/2007	DM					T:20672	ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
8/23/2007	FSV		0	0	0	T:21393	INSP TP R RESULTS RCVD; ORD DT=08/21/07
8/24/2007	DM					T:00000	AUTOMATED INTEREST ACCRUAL HOLD INACTIVE
8/24/2007	FOR						08/24/07 - 13:20 - 35593
8/24/2007	FOR						System updated for the following
8/24/2007	FOR						event: User has created a
8/24/2007	FOR						Process-Level issue for this
8/24/2007	FOR						loan.Issue Type: Stop FC. Issue Comm
8/24/2007	FOR						08/24/07 - 13:20 - 35593
8/24/2007	FOR						ents: Please cancel sale and stop
8/24/2007	FOR						foreclosure as full reinstatement
8/24/2007	FOR						rec'd, total amount of \$20000 via
8/24/2007	FOR						WUQC. Status: Active
8/24/2007	CIT	CSH05				T:07893	003 New cit 858 - Funds have been posted to
8/24/2007	CIT	CSH05				T:07893	reinstate the loan.
8/24/2007	CIT	CSH05				T:07893	002 DONE 08/24/07 BY TLR 07893
8/24/2007	CIT	CSH05				T:07893	TSK TYP 832-REINSTATEMENT S
8/24/2007	NT	LMT				T:20677	informed atty to cancel sale and stop f/c as full
8/24/2007	NT	LMT				T:20677	reinstatement figure rec'd. Informed cashering to
8/24/2007	NT	LMT				T:20677	post funds today. PatelS 6266
8/24/2007	CIT	COL10				T:20677	002 Please post funds to account total ri fig as
8/24/2007	CIT	COL10				T:20677	per notes and also confirmed with atty are
8/24/2007	CIT	COL10				T:20677	\$15689.79 therefore more then sufficient funds
8/24/2007	CIT	COL10				T:20677	rec'd. Please post today. Thanks
8/24/2007	NT	FOR				T:12819	Good Thru Date 8-23-07
8/24/2007	NT	FOR				T:12819	Delinq Pymts - 05-07/8-07 \$12,115.56
8/24/2007	NT	FOR				T:12819	Late Charges \$583.56
8/24/2007	NT	FOR				T:12819	Inspections \$69.75
8/24/2007	NT	FOR				T:12819	Corp Advance 3 DRM \$95.00
8/24/2007	NT	FOR				T:12819	Expense Advance \$2,574.17
8/24/2007	NT	FOR				T:12819	Reinstatement \$15,438.04
8/24/2007	NT	FOR				T:12819	Foreclosure fees and costs \$251.75
8/24/2007	NT	FOR				T:12819	Total Reinstatement \$15,689.79
8/24/2007	CIT	CSH05				T:07893	002 New cit 832 - Warning in foreclosure -
8/24/2007	CIT	CSH05				T:07893	Electronic Funds Received - Need Response
8/24/2007	CIT	CSH05				T:07893	Today - rcvd 20000.00, customer sent funds,
8/24/2007	CIT	CSH05				T:07893	08/23/07.
8/25/2007	CIT	COL10				T:20677	003 DONE 08/25/07 BY TLR 20677
8/25/2007	CIT	COL10				T:20677	TSK TYP 858-REINSTATEMENT F
8/27/2007	FOR						08/27/07 - 10:45 - 32304
8/27/2007	FOR						System updated for the following
8/27/2007	FOR						event: User has ended the Issue
8/27/2007	FOR						associated with this loan. Issue
8/27/2007	FOR						Type: Stop FC. Comments: info receiv
8/27/2007	FOR						08/27/07 - 10:45 - 32304
8/27/2007	FOR						ed .
8/27/2007	FOR						08/27/07 - 10:31 - 32304
8/27/2007	FOR						System updated for the following
8/27/2007	FOR						event: User has approved the issue.
8/27/2007	FOR						issue type: Stop FC. Status:
8/27/2007	FOR						Active, Approved.
8/27/2007	FOR						08/27/07 - 12:02 - 46514
8/27/2007	FOR						User has updated the system for the
8/27/2007	FOR						following event: Attorney Confirmed
8/27/2007	FOR						File Closed, completed on 8/27/2007

8/27/2007	FOR					08/25/07 - 11:39 - 35593
8/27/2007	FOR					Process opened 8/27/2007 by user
8/27/2007	FOR					Samuel Patis
8/27/2007	FOR					to Declaration Pg 10 of 100
8/27/2007	FOR					User has updated the system for the
8/27/2007	FOR					following event: Attorney Notified
8/27/2007	FOR					to Close and Bill, completed on
8/27/2007	FOR					8/27/2007
8/27/2007	ITR					
8/27/2007	FOR					FILE CLOSED (1000) COMPLETED 08/24/07
8/30/2007	FOR					08/30/07 - 14:26 - 32304
8/30/2007	FOR					System updated for the following
8/30/2007	FOR					event: User has ended the Issue
8/30/2007	FOR					associated with this loan. Issue
8/30/2007	FOR					Type: Hold FC. Comments: info receiv
8/30/2007	FOR					08/30/07 - 14:26 - 32304
8/30/2007	FOR					ed .
9/4/2007	FSV	0	0	0	T:21396	INSP TYPE R ORDERED; REQ CD =1150
9/5/2007	DM				T:00000	EARLY IND: SCORE 001 MODEL E116T
9/6/2007	DMD				T:22222	00/00/00 00:00:00
9/6/2007	DMD				T:22222	09/06/07 12:37:39 PAR3 CONNECT
9/6/2007	DMD				T:22222	09/06/07 08:54:14 NO ANSWER
9/6/2007	CIT	INQ75			T:22205	004 New CIT # 648
9/6/2007	CIT	INQ75			T:22205	Payment Reversal
9/6/2007	CIT	INQ75			T:22205	Posted 08/27/2007 Amount Posted: 4573.51
9/6/2007	CIT	INQ75			T:22205	Reapply funds pls apply the unapplied funds to
9/6/2007	CIT	INQ75			T:22205	the 09/01/07 pmt.,thank you Effective Date:
9/6/2007	CIT	INQ75			T:22205	09/07/2007
9/6/2007	FSV	0	0	0	T:21396	INSP TP R RESULTS RCVD; ORD DT=09/04/07
9/7/2007	DMD				T:22222	00/00/00 00:00:00
9/7/2007	DMD				T:22222	00/00/00 00:00:00
9/7/2007	DMD				T:22222	09/07/07 02:43:04
9/7/2007	CIT	CSH05			T:19474	004 DONE 09/07/07 BY TLR 19474
9/7/2007	CIT	CSH05			T:19474	TSK TYP 648-MISAPPLIED PMT-
9/10/2007	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
9/14/2007	CBR	0	00	1	T:00000	CR BUR RPT STATUS=N:EXPIRE DT = 10/06/07
10/2/2007	CIT	INQ75			T:16105	005 new cit 110 - b1 ci to req for pmt history
10/2/2007	CIT	INQ75			T:16105	available on records to be send to her mailing
10/2/2007	CIT	INQ75			T:16105	add for accounting
10/2/2007	CIT	INQ75			T:16105	purposes.Thanks.cherrym 73515.
10/2/2007	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
10/5/2007	CIT	INQ20			T:01373	005 DONE 10/05/07 BY TLR 01373
10/5/2007	CIT	INQ20			T:01373	TSK TYP 110-HISTORY REQUEST
10/5/2007	CIT	INQ20			T:01373	005 closing. mailed. lynnej/42924
10/5/2007	OL	0	05	2		WDOYCUS - COPY OF HISTORY ENCLOSED
10/12/2007	CBR	0	00	1	T:00000	CR BUR RPT STATUS=N:EXPIRE DT = 10/06/07
10/16/2007	BKR					06/27/07 - 13:53 - 33269
10/16/2007	BKR					Case Number: 0712745
10/16/2007	BKR					1535
10/16/2007	BKR					Completed: 2007/10/15
11/5/2007	ET	0	0	0		ARM CHANGE NOTICE SCHEDULED FOR 11/06/07
11/5/2007	DM				T:17521	B1 CI ASK OF MAS . VERFD M/A. ADV OF THE DATE
11/5/2007	DM				T:17521	SENT . OF THE MAS RESENT VIA 24 K . - MARIE G
11/5/2007	DM				T:17521	73711
11/5/2007	DM				T:17521	DFLT REASON 1 CHANGED TO: OTHER
11/5/2007	DM				T:17521	ACTION/RESULT CD CHANGED FROM LMDC TO BRSS
11/6/2007	DM				T:00000	EARLY IND: SCORE 002 MODEL E116T
11/7/2007	D19	0	04	8		ARM CHANGE NOTICE CREATED - LETTER
11/7/2007	D19	0	04	8		ARM CHANGE NOTICE CREATED - LETTER
11/12/2007	NT	INQ			T:19610	b1 wants paper statements philppas/4066
11/12/2007	DM				T:20019	TTB1 VI ADV ACCT NUMBER CHANGE DID NOT TAKE PLACE
11/12/2007	DM				T:20019	AS A RESULT OF ACCT STATUS. XFER TO CUSTOMER
11/12/2007	DM				T:20019	SERVICE TO DISCUSS MAS. JRONNEY 6543
11/12/2007	DM				T:20019	ACTION/RESULT CD CHANGED FROM BRSS TO LMDC
11/12/2007	NT	FCL			T:15305	b1 ci re the acont fcl advz to be xferd to fcl
11/12/2007	NT	FCL			T:15305	dept/mylene r 83238
11/13/2007	BKR					08/07/07 - 19:06 - 39769
11/13/2007	BKR					Case Number: 0713287
11/13/2007	BKR					1535
11/13/2007	BKR					Completed: 2007/11/13
11/16/2007	DM				T:00000	PROMISE BROKEN 11/16/07 PROMISE DT 11/16/07
11/20/2007	D28	0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628
11/21/2007	DMD				T:22222	00/00/00 00:00:00
11/21/2007	DMD				T:22222	00/00/00 00:00:00
11/21/2007	DMD				T:22222	11/21/07 15:01:07 BUSY
11/21/2007	DMD				T:22222	00/00/00 00:00:00
11/21/2007	DMD				T:22222	11/20/07 15:30:21 NO ANSWER
11/21/2007	DMD				T:22222	11/20/07 11:07:12 NO ANSWER
11/23/2007	DMD				T:22222	00/00/00 00:00:00
11/23/2007	DMD				T:22222	00/00/00 00:00:00
11/23/2007	DMD				T:22222	11/23/07 15:38:09 NO ANS
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	11/24/07 10:14:34 NO ANSWER
11/27/2007	DMD				T:22222	00/00/00 00:00:00
11/27/2007	DMD				T:22222	00/00/00 00:00:00
11/27/2007	DMD				T:22222	11/27/07 10:04:37 ANS MACH
11/28/2007	DMD				T:22222	11/28/07 09:30:43 NO ANSWER
11/28/2007	DMD				T:22222	11/28/07 12:37:32 NO ANSWER
11/28/2007	DMD				T:22222	11/28/07 09:30:43 NO ANSWER
11/28/2007	DMD				T:22222	00/00/00 00:00:00
11/28/2007	DMD				T:22222	11/27/07 21:57:33 NO ANS
11/28/2007	DMD				T:22222	11/27/07 10:04:37 ANS MACH
11/29/2007	DMD				T:22222	00/00/00 00:00:00
11/29/2007	DMD				T:22222	11/29/07 15:36:04 NO ANS
11/29/2007	DMD				T:22222	11/29/07 10:02:12 NO ANS
11/29/2007	ET	0	0	0		ARM CHANGE NOTICE SCHEDULED FOR 11/09/07
11/29/2007	NT				T:01454	changing contract per note
11/30/2007	DMD				T:22222	11/29/07 21:57:42 NO ANS
11/30/2007	DMD				T:22222	11/29/07 15:36:04 NO ANS
11/30/2007	DMD				T:22222	11/29/07 10:02:12 NO ANS
11/30/2007	DMD				T:22222	00/00/00 00:00:00
11/30/2007	DMD				T:22222	11/30/07 13:49:19 NO ANS
11/30/2007	DMD				T:22222	11/30/07 10:57:09 NO ANS
11/30/2007	D19	0	04	8		ARM CHANGE NOTICE CREATED - LETTER



12/4/2007	DM					T:00000	EARLY IND: SCORE 397 MODEL E130S
12/4/2007	DMD					T:22222	00/00/00 00:00:00
12/4/2007	DMD					T:22222	00/00/00 00:00:00
12/4/2007	D19	0	05	8		T:22222	BREACH LINDA C NICHOLL
12/6/2007	DMD					T:22222	00/00/00 00:00:00
12/6/2007	DMD					T:22222	00/00/00 00:00:00
12/6/2007	DMD					T:22222	12/06/07 13:42:53 NO ANS
12/10/2007	DMD					T:22222	00/00/00 00:00:00
12/10/2007	DMD					T:22222	00/00/00 00:00:00
12/10/2007	DMD					T:22222	12/10/07 13:53:46 NO ANS
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 14:01:58 NO ANS
12/12/2007	DMD					T:22222	00/00/00 00:00:00
12/12/2007	DMD					T:22222	00/00/00 00:00:00
12/12/2007	DMD					T:22222	12/12/07 15:37:39 NO ANS
12/13/2007	D19	0	05	8			DEF - OPTIONS TO AVOID FORECLOSURE
12/14/2007	CBR	0	00	1	T:00000		DELINQUENT: 30 DAYS
12/17/2007	FSV	0	00	1	T:00000		INSP TYPE D ORDERED; REQ CD =AUTO DELQ
12/18/2007	DMD					T:22222	00/00/00 00:00:00
12/18/2007	DMD					T:22222	00/00/00 00:00:00
12/18/2007	DMD					T:22222	12/18/07 16:55:55 NO ANS
12/19/2007	DMD					T:22222	00/00/00 00:00:00
12/19/2007	DMD					T:22222	00/00/00 00:00:00
12/19/2007	DMD					T:22222	12/19/07 15:30:41 NO ANS
12/19/2007	D28	0	DT	8			BILLING STATEMENT FROM REPORT R628
12/20/2007	DMD					T:22222	00/00/00 00:00:00
12/20/2007	DMD					T:22222	00/00/00 00:00:00
12/20/2007	DMD					T:22222	12/20/07 13:12:30 NO ANS
12/28/2007	DM					T:00000	AUTOMATED INTEREST ACCRUAL HOLD ACTIVE
1/2/2008	DM					T:00000	EARLY IND: SCORE 394 MODEL E130S
1/3/2008	DMD					T:22222	00/00/00 00:00:00
1/3/2008	DMD					T:22222	00/00/00 00:00:00
1/3/2008	DMD					T:22222	01/02/08 21:00:29
1/3/2008	D19	0	05	8			LM - LOSS MIT FCL REFERRAL - FNMA/FHLMC
1/4/2008	DMD					T:22222	01/04/08 09:34:31 NO ANSWER
1/4/2008	DMD					T:22222	01/04/08 12:00:29 NO ANSWER
1/4/2008	DMD					T:22222	01/04/08 09:34:31 NO ANSWER
1/4/2008	DMD					T:22222	00/00/00 00:00:00
1/4/2008	DMD					T:22222	00/00/00 00:00:00
1/4/2008	DMD					T:22222	01/04/08 11:15:04 NO ANS
1/7/2008	FSV	0	00	1	T:00000		INSP TP D RESULTS RCVD; ORD DT=12/17/07
1/8/2008	DMD					T:22222	01/08/08 09:19:26 NO ANSWER
1/8/2008	DMD					T:22222	01/08/08 12:48:32 NO ANSWER
1/8/2008	DMD					T:22222	01/08/08 09:19:26 NO ANSWER
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 11:24:58 BUSY
1/9/2008	DM					T:01059	REMOVAL OF STALE PROMISE DATE
1/9/2008	DM					T:01059	ACTION/RESULT CD CHANGED FROM LMDC TO NOTE
1/10/2008	DMD					T:22222	00/00/00 00:00:00
1/10/2008	DMD					T:22222	00/00/00 00:00:00
1/10/2008	DMD					T:22222	01/10/08 10:37:17 2
1/10/2008	DMD					T:22222	01/10/08 17:10:15 NO ANSWER
1/10/2008	DMD					T:22222	01/10/08 12:40:10 NO ANSWER
1/10/2008	DMD					T:22222	01/10/08 09:02:14 NO ANSWER
1/11/2008	CBR	0	00	1	T:00000		DELINQUENT: 60 DAYS
1/14/2008	DMD					T:22222	01/14/08 17:02:46 NO ANSWER
1/14/2008	DMD					T:22222	01/14/08 12:36:31 NO ANSWER
1/14/2008	DMD					T:22222	01/14/08 09:18:08 NO ANSWER
1/14/2008	DMD					T:22222	00/00/00 00:00:00
1/14/2008	DMD					T:22222	00/00/00 00:00:00
1/14/2008	DMD					T:22222	01/14/08 10:41:54 NO ANS
1/16/2008	DMD					T:22222	01/16/08 17:13:36 NO ANSWER
1/16/2008	DMD					T:22222	01/16/08 12:33:19 NO ANSWER
1/16/2008	DMD					T:22222	01/16/08 09:03:31 NO ANSWER
1/16/2008	DMD					T:22222	00/00/00 00:00:00
1/16/2008	DMD					T:22222	00/00/00 00:00:00
1/16/2008	DMD					T:22222	01/16/08 13:34:54 2
1/16/2008	FSV	0	00	1	T:00000		INSP TYPE D ORDERED; REQ CD =AUTO DELQ
1/18/2008	DMD					T:22222	01/18/08 09:14:36 NO ANSWER
1/18/2008	DMD					T:22222	01/18/08 11:31:28 NO ANSWER
1/18/2008	DMD					T:22222	01/18/08 09:14:36 NO ANSWER
1/18/2008	DMD					T:22222	00/00/00 00:00:00
1/18/2008	DMD					T:22222	00/00/00 00:00:00
1/18/2008	DMD					T:22222	01/18/08 15:55:58 2
1/21/2008	D28	0	DT	8			BILLING STATEMENT FROM REPORT R628
1/22/2008	DMD					T:22222	00/00/00 00:00:00
1/22/2008	DMD					T:22222	00/00/00 00:00:00
1/22/2008	DMD					T:22222	01/21/08 22:47:28 NO ANS
1/22/2008	DMD					T:22222	01/22/08 17:05:41 NO ANSWER
1/22/2008	DMD					T:22222	01/22/08 12:35:40 NO ANSWER
1/22/2008	DMD					T:22222	01/22/08 09:07:48 NO ANSWER
1/23/2008	NT	LMT				T:20954	HOPE NOW letter mailed
1/24/2008	DMD					T:22222	01/24/08 09:17:36 NO ANSWER
1/24/2008	DMD					T:22222	01/24/08 12:34:21 NO ANSWER
1/24/2008	DMD					T:22222	01/24/08 09:17:36 NO ANSWER
1/28/2008	DMD					T:22222	01/28/08 17:02:10 LEFT MESSAGE
1/28/2008	DMD					T:22222	01/28/08 12:35:23 LEFT MESSAGE
1/28/2008	DMD					T:22222	01/28/08 09:04:06 LEFT MESSAGE
1/30/2008	DMD					T:22222	01/30/08 17:05:37 LEFT MESSAGE
1/30/2008	DMD					T:22222	01/30/08 12:37:23 LEFT MESSAGE
1/30/2008	DMD					T:22222	01/30/08 09:34:46 LEFT MESSAGE
1/30/2008	FSV	0	00	1	T:00000		INSP TP D RESULTS RCVD; ORD DT=01/16/08
1/31/2008	DMD					T:22222	00/00/00 00:00:00
1/31/2008	DMD					T:22222	00/00/00 00:00:00
1/31/2008	DMD					T:22222	01/30/08 22:18:04 ANS MACH
2/1/2008	FSV	0	0	0	T:21396		INSP TYPE R ORDERED; REQ CD =1150
2/4/2008	DM					T:00000	EARLY IND: SCORE 395 MODEL E190S
2/4/2008	DMD					T:22222	00/00/00 00:00:00
2/4/2008	DMD					T:22222	02/04/08 17:08:17 LEFT MESSAGE
2/4/2008	DMD					T:22222	02/04/08 14:22:27 LEFT MESSAGE
2/4/2008	DMD					T:22222	00/00/00 00:00:00
2/4/2008	DMD					T:22222	00/00/00 00:00:00

2/4/2008	FSV		0	0	0	T:21396	INSP TP R RESULTS RCVD; ORD DT=02/01/08
2/4/2008	NT	STOP				T:21396	BPO VALUE RECEIVED FROM E-MORTGAGE LOGIC
2/4/2008	LMT					T:21396	LMT BPO APPROVAL REQUIRED
2/6/2008	DMD					T:22222	00/00/00 00:00:00
2/6/2008	DMD					T:22222	00/00/00 00:00:00
2/6/2008	DM					T:20079	PIA RVW: WILL SENT OUT NO CONTACT LTR2065751916 IS
2/6/2008	DM					T:20079	DISCONNECTED, KI 8746778
2/6/2008	DM					T:20079	ACTION/RESULT CD CHANGED FROM NOTE TO BRIP
2/11/2008	DMD					T:22222	00/00/00 00:00:00
2/11/2008	DMD					T:22222	00/00/00 00:00:00
2/13/2008	FSV		0	00	1	T:00000	INSP TYPE D ORDERED; REQ CD -BPO
2/14/2008	FOR						FORECLOSURE APPROVAL (1) COMPLETED 02/14/08
2/14/2008	NT	FCL				T:16162	Foreclosure Referral Review Completed
2/14/2008	NT	FCL				T:16162	and Management Approved
2/14/2008	FOR						APPROVED FOR FCL 02/14/08
2/15/2008	FOR						02/15/08 - 10:59 - 00007
2/15/2008	FOR						User has updated the system for the
2/15/2008	FOR						following event: File Referred To
2/15/2008	FOR						Attorney, completed on 2/15/2008
2/15/2008	FOR						02/15/08 - 10:55 - 00007
2/15/2008	FOR						Foreclosure (NIE Id# 5886430) sent
2/15/2008	FOR						to Executive Trustee Services, Inc.
2/15/2008	FOR						at 2/15/2008 10:41:52 AM by
2/15/2008	FOR						Automated Tasks
2/15/2008	FOR						02/15/08 - 09:27 - 00007
2/15/2008	FOR						Process opened 2/15/2008 by user
2/15/2008	FOR						Fidelity AutoProc.
2/15/2008	FOR						REFERRED TO ATTORNEY (2) COMPLETED 02/15/08
2/18/2008	FOR						02/15/08 - 18:48 - 30479
2/18/2008	FOR						User has updated the system for the
2/18/2008	FOR						following event: File Received By
2/18/2008	FOR						Attorney, completed on 2/15/2008
2/18/2008	FOR						(DIS)
2/19/2008	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
2/20/2008	FOR						02/20/08 - 16:36 - 24186
2/20/2008	FOR						System updated for the following
2/20/2008	FOR						event: User has created a
2/20/2008	FOR						Process-Level issue for this
2/20/2008	FOR						loan.Issue Type: Action in the Name
2/20/2008	FOR						02/20/08 - 16:36 - 24186
2/20/2008	FOR						of. Issue Comments: Please advise
2/20/2008	FOR						who to name as foreclosure
2/20/2008	FOR						beneficiary Status: Active
2/20/2008	FOR						02/20/08 - 10:42 - 00007
2/20/2008	FOR						Foreclosure (NIE Id# 5886430)
2/20/2008	FOR						picked up by firm Executive Trustee
2/20/2008	FOR						Services, Inc. at 2/20/2008
2/20/2008	FOR						10:35:57 AM by Shannon Papa
2/22/2008	CBR		0	00	1	T:00000	DELINQUENT: 90 DAYS
2/22/2008	CBR		0	00	1	T:00000	CHANGE IN PRIMARY BORROWERS ADDR
2/22/2008	FOR						02/22/08 - 07:58 - 31822
2/22/2008	FOR						System updated for the following
2/22/2008	FOR						event: User has approved the issue.
2/22/2008	FOR						issue type: Action in the Name of.
2/22/2008	FOR						Status: Active, Approved.
2/22/2008	FOR						02/22/08 - 07:58 - 31822
2/22/2008	FOR						System updated for the following
2/22/2008	FOR						event: User has approved the issue.
2/22/2008	FOR						issue type: Action in the Name of.
2/22/2008	FOR						Status: Active, Approved.
2/22/2008	FOR						02/22/08 - 13:43 - 53924
2/22/2008	FOR						System updated for the following
2/22/2008	FOR						event: User has ended the Issue
2/22/2008	FOR						associated with this loan. Issue
2/22/2008	FOR						Type: Action in the Name of. Comment
2/22/2008	FOR						02/22/08 - 13:43 - 53924
2/22/2008	FOR						s: Foreclose in Residential Funding
2/22/2008	FOR						Company, LLC fka Residential
2/22/2008	FOR						Funding Corporation.
2/25/2008	FOR						02/25/08 - 12:34 - 30479
2/25/2008	FOR						User has updated the system for the
2/25/2008	FOR						following event: NOD Filed,
2/25/2008	FOR						completed on 2/25/2008 (DIS)
2/27/2008	FSV		0	00	1	T:00000	INSP TP D RESULTS RCVD; ORD DT=02/13/08
2/27/2008	NT	STOP				T:20079	Permanent mod approved dwn pmt of 1203 due by 3 15
2/27/2008	NT	STOP				T:20079	08, apply funds to 4n and send CIT 840 to
2/27/2008	NT	STOP				T:20079	teller#29900 Latanya Richardson when deposit recd,
2/27/2008	NT	STOP				T:20079	also fwd the signed documents to the waterloo loss
2/27/2008	NT	STOP				T:20079	mit, In will remain an arm reducing the rate to 8%
2/27/2008	NT	STOP				T:20079	for 5 yrs effective 5 1 08,then capping at the
2/27/2008	NT	STOP				T:20079	current rate of 11.625% effective 6 1 2013 ceiling
2/27/2008	NT	STOP				T:20079	of 11.625% . New payment is P&I \$776.76 esc\$
2/27/2008	NT	STOP				T:20079	262.41 total pmt of \$1039.17. Payment effective
2/27/2008	NT	STOP				T:20079	date 5 1 08
2/27/2008	DM					T:20079	PIA RVW: CALLED 2062424176 NOT IN SERVICE WILL
2/27/2008	DM					T:20079	SEND OUT NO CONTACT LTR,KI 8746778
2/27/2008	DM					T:20079	ACTION/RESULT CD CHANGED FROM OASK TO BRIP
2/27/2008	LMT						BPO OBTAINED (5) COMPLETED 02/27/08
2/27/2008	LMT						BPO ORDERED (4) COMPLETED 02/27/08
2/27/2008	LMT						LMT SOLUTN PURSUED (6) COMPLETED 02/27/08
2/27/2008	LMT						COMPLETE FIN PKG REC (3) COMPLETED 02/27/08
2/27/2008	LMT						ASSESS FINANCL PKG (2) COMPLETED 02/27/08
2/27/2008	LMT						LOAN MOD STARTED (1001) COMPLETED 02/27/08
2/27/2008	LMT						REFERRD TO LOSS MIT (1) COMPLETED 02/27/08
2/27/2008	LMT						PURSU LN MODIFCATN (1000) COMPLETED 02/27/08
2/27/2008	LMT						APPROVED FOR LMT 02/27/08
2/27/2008	NT	PLMD8				T:20079	PIA Special Pre-Qualified Loan Modification
2/27/2008	NT	PLMD8				T:20079	Campaign
2/28/2008	FOR						02/27/08 - 17:26 - 49512
2/28/2008	FOR						A fees and costs request has been
2/28/2008	FOR						completed for this loan by Kenya
2/28/2008	FOR						Ingram
2/28/2008	FOR						02/27/08 - 17:26 - 49512
2/28/2008	FOR						A fees and costs request has been
2/28/2008	FOR						completed for this loan by Kenya

2/28/2008	FOR					Ingram
2/28/2008	FOR					02/27/08 - 15:22 - 49512
2/28/2008	FOR					A fees and costs request has been
2/28/2008	FOR					completed for this loan by Kenya
2/28/2008	FOR					Ingram
2/28/2008	FOR					02/27/08 - 15:22 - 49512
2/28/2008	FOR					A fees and costs request has been
2/28/2008	FOR					entered for this loan by Kenya
2/28/2008	FOR					Ingram, good through 3/27/2008
2/28/2008	FOR					02/27/08 - 16:09 - 42510
2/28/2008	FOR					Fees and costs response: Good
2/28/2008	FOR					Through:3/27/2008 Fees: 675.00
2/28/2008	FOR					Costs: 679.85 Comment:
2/28/2008	FOR					02/27/08 - 16:09 - 42510
2/28/2008	FOR					Fees and costs response: Good
2/28/2008	FOR					Through:3/27/2008 Fees: 675.00
2/28/2008	FOR					Costs: 679.85 Comment:
2/28/2008	FOR					02/27/08 - 15:22 - 49512
2/28/2008	FOR					A fees and costs request has been
2/28/2008	FOR					entered for this loan by Kenya
2/28/2008	FOR					Ingram, good through 3/27/2008
2/28/2008	FOR					02/27/08 - 15:22 - 49512
2/28/2008	FOR					A fees and costs request has been
2/28/2008	FOR					completed for this loan by Kenya
2/28/2008	FOR					Ingram
2/28/2008	FOR					02/27/08 - 15:22 - 49512
2/28/2008	FOR					A fees and costs request has been
2/28/2008	FOR					completed for this loan by Kenya
2/28/2008	FOR					Ingram
3/4/2008	DM					T:00000 EARLY IND: SCORE 359 MODEL E190S
3/4/2008	NT	STOP				T:22905 Correction to P&I.....
3/4/2008	NT	STOP				T:22905 Loan will remain an ARM. New rate will be 8.000%.
3/4/2008	NT	STOP				T:22905 Rate effective date is 04/1/08. Next change date
3/4/2008	NT	STOP				T:22905 will be 4/1/2013. Ceiling will be 11.625%(Current
3/4/2008	NT	STOP				T:22905 Rate), floor will be 8.000%. New P&I is \$750.77
3/4/2008	NT	STOP				T:22905 plus escrow of \$262.41 for total payment of
3/4/2008	NT	STOP				T:22905 \$1,013.18 effective 05/01/08. zcohn2437
3/4/2008	NT	STOP				T:22905 Loan will remain an ARM. New rate will be 8.000%.
3/4/2008	NT	STOP				T:22905 Rate effective date is 04/1/08. Next change date
3/4/2008	NT	STOP				T:22905 will be 4/1/2013. Ceiling will be 11.625%(Current
3/4/2008	NT	STOP				T:22905 Rate), floor will be 8.000%. New P&I is \$750.68
3/4/2008	NT	STOP				T:22905 plus escrow of \$262.41 for total payment of
3/4/2008	NT	STOP				T:22905 \$1,013.09 effective 05/01/08. zcohn2437
3/4/2008	NT	STOP				T:22905 LMT2-1, PERMANENT MODIFICATION APPROVED, \$1,015.00
3/4/2008	NT	STOP				T:22905 DUE BACK BY 3/17/2008. APPLY FUNDS TO 4N AND SEND
3/4/2008	NT	STOP				T:22905 CIT 840 TO CONTACT TELLER #29900 LaTanya
3/4/2008	NT	STOP				T:22905 Richardson (CLOSER) WHEN DEPOSIT RECEIVED. FORWARD
3/4/2008	NT	STOP				T:22905 SIGNED DOCUMENTS TO WATERLOO LOSS MITIGATION.
3/4/2008	NT	STOP				T:22905 zcohn2437
3/5/2008	FOR					03/05/08 - 12:34 - 30479
3/5/2008	FOR					User has updated the system for the
3/5/2008	FOR					following event: TSG Report
3/5/2008	FOR					Received, completed on 3/5/2008
3/5/2008	FOR					(DIS)
3/10/2008	NT	PLMD8				T:20954 PIA blind modification sent
3/14/2008	FSV		0	00	1	T:00000 INSP TYPE F ORDERED: REQ CD =AUTO DELQ
3/17/2008	LMT					SEND EXEC DOCS (1040) COMPLETED 03/17/08
3/17/2008	DM					T:21122 TTO H/O, TRFRD TO K INGRAM, TINA W 6275
3/17/2008	DM					T:21122 ACTION/RESULT CD CHANGED FROM BRTR TO LMDC
3/17/2008	DM					T:22971 TT B1 VI XFRD TO LM AND GAVE THE # OF LM
3/17/2008	DM					T:22971 ACTION/RESULT CD CHANGED FROM OASK TO BRTR
3/19/2008	D28		0	DT	8	BILLING STATEMENT FROM REPORT R628
3/20/2008	FSV		0	00	1	T:00000 INSP TP F RESULTS RCVD: ORD DT=03/14/08
3/21/2008	CBR		0	00	1	T:00000 FORECLOSURE STARTED
3/21/2008	CBR		0	00	1	T:00000 DELINQUENT: 120 DAYS
3/21/2008	CBR		0	00	1	T:00000 CHANGE IN PRIMARY BORROWERS ADDR
3/31/2008	LMT					MODIFCATN APPRVD INV (1232) COMPLETED 03/05/08
3/31/2008	LMT					MODIFCATN RECMMD INV (1231) COMPLETED 03/05/08
4/2/2008	DM					T:00000 EARLY IND: SCORE 352 MODEL E190S
4/9/2008	FOR					04/09/08 - 15:33 - 49512
4/9/2008	FOR					Process opened 4/9/2008 by user
4/9/2008	FOR					Kenya Ingram.
4/9/2008	FOR					04/09/08 - 15:33 - 49512
4/9/2008	FOR					User has updated the system for the
4/9/2008	FOR					following event: Advised Counsel to
4/9/2008	FOR					Proceed with foreclosure, completed
4/9/2008	FOR					on 4/9/2008
4/9/2008	FOR					04/09/08 - 15:32 - 00007
4/9/2008	FOR					System updated for the following
4/9/2008	FOR					event: User has reprojected the
4/9/2008	FOR					step NOTS Recorded to 4/9/2008.
4/9/2008	FOR					Reason: Hold Ended. Comments: Hold E
4/9/2008	FOR					04/09/08 - 15:32 - 00007
4/9/2008	FOR					nded - Status: Active, approval
4/9/2008	FOR					not required.
4/9/2008	FOR					04/09/08 - 15:29 - 49512
4/9/2008	FOR					Process opened 4/9/2008 by user
4/9/2008	FOR					Kenya Ingram.
4/9/2008	FOR					04/09/08 - 15:29 - 49512
4/9/2008	FOR					User has updated the system for the
4/9/2008	FOR					following event: Attorney Notified
4/9/2008	FOR					to Place File on Hold, completed on
4/9/2008	FOR					4/9/2008
4/9/2008	FOR					04/09/08 - 15:32 - 49512
4/9/2008	FOR					Intercom From: Kenya Ingram, GMAC -
4/9/2008	FOR					To: Maricela Solano (at-exet) /
4/9/2008	FOR					Subject: Hold Request/Message:
4/9/2008	FOR					System updated for the following eve
4/9/2008	FOR					04/09/08 - 15:32 - 49512
4/9/2008	FOR					nt: User has ended the hold. Hold
4/9/2008	FOR					End Date: 04/09/2008. Hold type:

4/9/2008	FOR					Forbearance Agreement
4/9/2008	DM					T:20079 TT RYAN GRIFFIN REP AND PIA DUNCAN & ROBERTSON RECS
4/9/2008	DM					T:20079 BUTTER HILL ADV OF THE CURRENT PMT DUE ONE HAD
4/9/2008	DM					T:20079 ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
4/9/2008	DM					T:20079 TT RYAN GRIFFIN.ATTRY REP THE 2ND LN STTD THAT
4/9/2008	DM					T:20079 THEY HAVE A SALE SET FOR 4 11 08 BUT NEED TO KNOW
4/9/2008	DM					T:20079 HFN PAYOFF, ADV TO FAX OVER DEED OR SOMETHING
4/9/2008	DM					T:20079 SHOWING THY ARE REP THE 2ND LN FOR AUTH AND WILL
4/9/2008	DM					T:20079 RVW TO SEE IF I CAN GIVE OUT INFO,KI 8746787
4/9/2008	DM					T:20079 ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
4/9/2008	NT	LMT				T:20079 per Newtrak was on hold due to a repay will adv to
4/9/2008	NT	LMT				T:20079 proceed w/fcl,ki 8746778
4/9/2008	DM					T:20051 TT RYAN GRIFFIN. SD HE IS TRUSTEE ON 2CD DEED OF
4/9/2008	DM					T:20051 TRUST..SD NEEDING TO KNOW THE IF HAS TO BID ON
4/9/2008	DM					T:20051 PROP. TRF KINGRAM PIA IZUNIGA 6566
4/9/2008	DM					T:20051 ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
4/9/2008	NT	FCL				T:23432 3p, ryan griffin, ci re wnts to know status of
4/9/2008	NT	FCL				T:23432 sale on loan b/c purchaser needs that info. adv 3p
4/9/2008	NT	FCL				T:23432 that would need to talk to loss mit. xfer to loss
4/9/2008	NT	FCL				T:23432 mit. michelleh 4109.
4/10/2008	FOR					04/09/08 - 19:05 - 46514
4/10/2008	FOR					System updated for the following
4/10/2008	FOR					event: User has reprojected the
4/10/2008	FOR					step NOTS Recorded to 4/16/2008.
4/10/2008	FOR					Reason: Other. Comments: Recv'd noti
4/10/2008	FOR					04/09/08 - 19:05 - 46514
4/10/2008	FOR					ce to proceed; NOTS will be sent to
4/10/2008	FOR					record shortly. - Status: Active,
4/10/2008	FOR					approval not required.
4/10/2008	FOR					04/09/08 - 19:03 - 46514
4/10/2008	FOR					User has updated the system for the
4/10/2008	FOR					following event: Attorney Confirmed
4/10/2008	FOR					File on Hold, completed on 4/9/2008
4/10/2008	FOR					04/09/08 - 19:02 - 46514
4/10/2008	FOR					User has updated the system for the
4/10/2008	FOR					following event: Counsel
4/10/2008	FOR					acknowledged Proceed with
4/10/2008	FOR					foreclosure, completed on 4/9/2008
4/11/2008	BKR					UPDATED BY INTERFACE
4/11/2008	BKR					TASK:1503-BKR-CHANGD FUPDT 08/10/08
4/11/2008	BKR					UPDATED BY INTERFACE
4/11/2008	BKR					TASK:1601-BKR-CHANGD FUPDT 05/12/08
4/11/2008	BKR					UPDATE BY INTERFACE
4/14/2008	FSV		0	00	1	T:00000 INSP TYPE E ORDERED; REQ CD =AUTO DELQ
4/14/2008	BKR					04/14/08 - 16:52 - 00007
4/14/2008	BKR					Bankruptcy - POC (NIE Id# 6597342)
4/14/2008	BKR					sent to Pite Duncan, LLP at
4/14/2008	BKR					4/14/2008 4:43:38 PM by Automated
4/14/2008	BKR					Tasks
4/14/2008	BKR					04/14/08 - 12:55 - 39776
4/14/2008	BKR					User has updated the system for the
4/14/2008	BKR					following event: Plan Review
4/14/2008	BKR					Received by Attorney, completed on
4/14/2008	BKR					4/14/2008
4/14/2008	BKR					04/14/08 - 12:55 - 39776
4/14/2008	BKR					User has updated the system for the
4/14/2008	BKR					following event: Plan Review
4/14/2008	BKR					Referred to Attorney, completed on
4/14/2008	BKR					4/14/2008
4/14/2008	BKR					04/14/08 - 12:55 - 39776
4/14/2008	BKR					Process opened 4/14/2008 by user
4/14/2008	BKR					Lisa Dahl.
4/14/2008	BKR					04/14/08 - 12:55 - 39776
4/14/2008	BKR					Process opened 4/14/2008 by user
4/14/2008	BKR					Lisa Dahl.
4/14/2008	BKR					04/14/08 - 12:55 - 39776
4/14/2008	BKR					User has updated the system for the
4/14/2008	BKR					following event: Proof of Claim
4/14/2008	BKR					Screen Set Up in Client System,
4/14/2008	BKR					completed on 4/14/2008
4/14/2008	BKR					04/14/08 - 12:56 - 39776
4/14/2008	BKR					User has updated the system for the
4/14/2008	BKR					following event: POC Bar Date,
4/14/2008	BKR					completed on 8/11/2008
4/14/2008	BKR					04/14/08 - 12:56 - 39776
4/14/2008	BKR					User has updated the system for the
4/14/2008	BKR					following event: Proof of Claim
4/14/2008	BKR					Received by Attorney, completed on
4/14/2008	BKR					4/14/2008
4/14/2008	BKR					04/14/08 - 12:56 - 39776
4/14/2008	BKR					User has updated the system for the
4/14/2008	BKR					following event: Proof of Claim
4/14/2008	BKR					Referred to Attorney, completed on
4/14/2008	BKR					4/14/2008
4/14/2008	BKR					04/13/08 - 18:30 - 00007
4/14/2008	BKR					Process opened 4/13/2008 by user
4/14/2008	BKR					Fidelity AutoProc.
4/14/2008	BKR					04/13/08 - 18:30 - 00007
4/14/2008	BKR					Process opened 4/13/2008 by user
4/14/2008	BKR					Fidelity AutoProc.
4/14/2008	BKR					TASK:1535-BKR-CHANGD FUPDT 08/11/08
4/14/2008	CIT	BKR20				T:18963 006 Applied \$619.76 from escrow shortage to bk
4/14/2008	CIT	BKR20				T:18963 POC. First payment due 05/01/08. Please
4/14/2008	CIT	BKR20				T:18963 adjust payment amount.
4/14/2008	BKR					ACTIVATE REPMT PLAN (1533) COMPLETED 04/14/08
4/14/2008	BKR					ORDER PROOF OF CLAIM (1502) COMPLETED 04/14/08
4/14/2008	BKR					FILING NOTIFICATION (1501) COMPLETED 04/14/08
4/14/2008	BKR					BANKRUPTCY FILED (1500) COMPLETED 04/10/08
4/15/2008	VEA		0	00	0	ONLINE ESCROW ANALYSIS SENT TO PRINT VENDO
4/15/2008	CIT	ESC05				T:01225 006 DONE 04/15/08 BY TLR 01225
4/15/2008	CIT	ESC05				T:01225 TSK TYP 315-POST PETITION B
4/15/2008	CIT	ESC05				T:01225 006 closing cit 315 - new pymnt eff 5-08 1191.59
4/15/2008	CIT	ESC05				T:01225 008 NEW CIT 319-MAN ANL DELQ SURP
4/15/2008	CIT	ESC05				T:01225 007 NEW CIT 319-MAN ANL DELQ SURP

4/16/2008	FSV		0	00	1	T:00000	INSP TYPE E CANCELLED; REQ CD =AUTO DELQ
4/16/2008	FSV		0	0		T:25101	DELINQ INSP HOLD PLACED; REL DT =04/22/08
4/17/2008	NT	FSV				T:07278	Assigned to conduct open inspection
4/17/2008	NT	FSV				T:07278	Inspection completed on one day
4/17/2008	NT	FSV				T:07278	conventional inspection hold reports
4/17/2008	NT	FSV				T:07278	04 16 08
4/17/2008	NT	FSV				T:25102	Inspection Hold Placed 04/16/08 - Account met the
4/17/2008	NT	FSV				T:25102	criteria in the BKR CNV-hfn report.
4/18/2008	CIT	ESC05				T:01261	008 DONE 04/18/08 BY TLR 01261
4/18/2008	CIT	ESC05				T:01261	TSK TYP 319-MAN ANL DELQ SU
4/18/2008	CIT	ESC05				T:01261	008 DUPLICATE CIT
4/18/2008	CIT	ESC05				T:01261	007 DONE 04/18/08 BY TLR 01261
4/18/2008	CIT	ESC05				T:01261	TSK TYP 319-MAN ANL DELQ SU
4/18/2008	CIT	ESC05				T:01261	007 CLOSING CIT# 319 ADDED TO SPREAD SHEET
4/21/2008	BKR						04/21/08 - 14:41 - 42016
4/21/2008	BKR						System updated for the following
4/21/2008	BKR						event: User has reprojected the
4/21/2008	BKR						step POC Completed/Mailed to Court
4/21/2008	BKR						to 5/21/2008. Reason: Other. Comment
4/21/2008	BKR						04/21/08 - 14:41 - 42016
4/21/2008	BKR						s: as of 4/21/08, the poc is in the
4/21/2008	BKR						process of being completed and
4/21/2008	BKR						mailed to court. once complete,
4/21/2008	BKR						newtrak will be updated. thanks!
4/21/2008	BKR						04/21/08 - 14:41 - 42016
4/21/2008	BKR						Status: Active, approval not
4/21/2008	BKR						required.
4/21/2008	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
4/22/2008	FSV		0	00	1	T:00000	INSP TP E RESULTS RCVD; ORD DT=04/14/08
4/22/2008	FSV		0	0	1	T:25101	DELINQ INSP HOLD PLACED; REL DT =04/29/08
4/23/2008	BKR						04/23/08 - 07:33 - 42016
4/23/2008	BKR						User has updated the system for the
4/23/2008	BKR						following event: Actual Date POC
4/23/2008	BKR						Filed with Court, completed on
4/23/2008	BKR						4/22/2008
4/23/2008	BKR						04/23/08 - 07:33 - 42016
4/23/2008	BKR						User has updated the system for the
4/23/2008	BKR						following event: POC
4/23/2008	BKR						Completed/Mailed to Court,
4/23/2008	BKR						completed on 4/22/2008
4/23/2008	BKR						04/23/08 - 07:32 - 42016
4/23/2008	BKR						Kimberly Starken - (Cont) - :
4/23/2008	BKR						Arrearage Total : 9728.67 Escrow
4/23/2008	BKR						Shortage : 619.76 Other : 1316.85
4/23/2008	BKR						04/23/08 - 07:32 - 42016
4/23/2008	BKR						User has completed the B1_POCDI
4/23/2008	BKR						data form with the following
4/23/2008	BKR						entries: First Month in Arrears: :
4/23/2008	BKR						11/07 Last Month in Arrears: : 4/08
4/23/2008	BKR						04/23/08 - 07:32 - 42016
4/23/2008	BKR						Arrearage Late Charges: : 235.02
4/23/2008	BKR						Foreclosure Fees & Costs: : 111.80
4/23/2008	BKR						Title Fees & Costs: : 0.00
4/23/2008	BKR						Bankruptcy Fees & Costs: : 359.50 A
4/23/2008	BKR						04/23/08 - 07:32 - 42016
4/23/2008	BKR						mount of Corp Advance Not Included
4/23/2008	BKR						in POC: : 85.00 Explanation of
4/23/2008	BKR						Amount(s) Not Included in POC: :
4/23/2008	BKR						NSF Charges: : 0.00 Additional Late
4/23/2008	BKR						04/23/08 - 07:32 - 42016
4/23/2008	BKR						Charges: : 0.00 Suspense Amount:
4/23/2008	BKR						: 0.00 Secured Total : 99580.83
4/23/2008	BKR						Other item details:
4/23/2008	BKR						PROOF OF CLAIM FILED (1503) COMPLETED 04/22/08
4/24/2008	NT	FSV				T:25101	Inspection Hold Placed 04/22/08 - Account met the
4/24/2008	NT	FSV				T:25101	criteria in the BKR CNV-hfn report.
4/25/2008	CBR		0	00	1	T:00000	DELINQUENT: 150 DAYS
4/25/2008	BKR						04/24/08 - 18:27 - 57483
4/25/2008	BKR						User has updated the system for the
4/25/2008	BKR						following event: Filed POC
4/25/2008	BKR						Reconciled, completed on 4/23/2008
4/25/2008	FOR						FIRST LEGAL ACTION (601) COMPLETED 02/25/08
4/28/2008	LMT						FILE CLOSED (7) COMPLETED 04/28/08
4/28/2008	LMT						0000000000 TASK:0000-LMT-REJECTED OPTION 04/28/08
4/28/2008	LMT						REJECTED BY-BORROWER
4/28/2008	LMT						REJECT REASON: OTHER
4/28/2008	LMT						BANKRUPTCY
4/28/2008	NT	LMT				T:22905	PIA Special Pre-Qualified Loan Modification
4/28/2008	NT	LMT				T:22905	Campaign has expired. Please review loan manually
4/28/2008	NT	LMT				T:22905	if borrower calls in
4/29/2008	FSV		0	0	1	T:25101	DELINQ INSP HOLD PLACED; REL DT =05/06/08
5/1/2008	NT	FSV				T:25102	Inspection Hold Placed 04/29/08 - Account met the
5/1/2008	NT	FSV				T:25102	criteria in the BKR CNV-hfn report.
5/2/2008	DM					T:00000	EARLY IND: SCORE 349 MODEL EI90S
5/5/2008	BKR						05/05/08 - 14:06 - 42016
5/5/2008	BKR						System updated for the following
5/5/2008	BKR						event: User has reprojected the
5/5/2008	BKR						step Plan Review Complete to
5/5/2008	BKR						6/4/2008. Reason: Other. Comments: O
5/5/2008	BKR						05/05/08 - 14:06 - 42016
5/5/2008	BKR						ur attorney is currently reviewing
5/5/2008	BKR						the plan. We will update tracking
5/5/2008	BKR						once the plan review has been
5/5/2008	BKR						completed. Status: Active, approv
5/5/2008	BKR						05/05/08 - 14:06 - 42016
5/5/2008	BKR						al not required.
5/6/2008	NT	FSV				T:25101	Inspection Hold Placed 05/06/08 - Account met the
5/6/2008	NT	FSV				T:25101	criteria in the BKR CNV-hfn report.
5/6/2008	DM					T:20835	HOMEOWNER PRO SE; EXT BPO ORDERED 2/1/08; FILE TO
5/6/2008	DM					T:20835	TRICKE LHINDS, X6299
5/6/2008	DM					T:20835	ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
5/6/2008	LMT						APPROVED FOR LMT 05/06/08
5/6/2008	FSV		0	0	1	T:25101	DELINQ INSP HOLD PLACED; REL DT =05/13/08
5/7/2008	NT	BKR				T:23853	Stop Code 2 = 1: Please request posting
5/7/2008	NT	BKR				T:23853	instructions from GMAC's BKR ATTY if any funds are

5/7/2008	NT	BKR				T:23853	received. This loan has been referred for MFR.
5/7/2008	BKR						PERTORS PLAN FILED: (1400) COMPLETED 04/24/08
5/7/2008	BKR						REFERRED TO ATTY (2400) COMPLETED 05/07/08
5/8/2008	BKR						to Declaration Pg 16 of 100
5/8/2008	BKR						User has updated the system for the
5/8/2008	BKR						following event: Motion for Relief
5/8/2008	BKR						Received by Attorney, completed on
5/8/2008	BKR						5/8/2008
5/8/2008	BKR						05/08/08 - 10:18 - 57483
5/8/2008	BKR						User has updated the system for the
5/8/2008	BKR						following event: Motion for Relief
5/8/2008	BKR						Referred to Attorney, completed on
5/8/2008	BKR						5/8/2008
5/8/2008	BKR						05/08/08 - 10:09 - 57483
5/8/2008	BKR						User has updated the system for the
5/8/2008	BKR						following event: Terms Updated on
5/8/2008	BKR						Client System, completed on 5/7/2008
5/8/2008	BKR						05/08/08 - 07:08 - 00007
5/8/2008	BKR						Process opened 5/8/2008 by user
5/8/2008	BKR						Fidelity AutoProc.
5/8/2008	BKR						05/07/08 - 18:55 - 27428
5/8/2008	BKR						User has updated the system for the
5/8/2008	BKR						following event: Plan Confirmation
5/8/2008	BKR						Hearing Date, completed on 6/26/2008
5/8/2008	BKR						05/07/08 - 18:55 - 27428
5/8/2008	BKR						User has updated the system for the
5/8/2008	BKR						following event: Plan Review
5/8/2008	BKR						Complete, completed on 5/7/2008
5/8/2008	BKR						05/07/08 - 18:38 - 27428
5/8/2008	BKR						Zara Maduntseva - (Cont) - t in
5/8/2008	BKR						Plan: : 0.00 Property
5/8/2008	BKR						Surrendered?: : False Property to
5/8/2008	BKR						be Sold?: : False APO Needed?: : Fa
5/8/2008	BKR						05/07/08 - 18:38 - 27428
5/8/2008	BKR						Use Client included in Plan?: :
5/8/2008	BKR						True Cramdown stated in plan?: :
5/8/2008	BKR						False Lien strip proposed in
5/8/2008	BKR						plan?: : False Total Debt Payout?:
5/8/2008	BKR						05/07/08 - 18:38 - 27428
5/8/2008	BKR						: No Plan Objection Required?: :
5/8/2008	BKR						No Other: : Motion to Confirm the
5/8/2008	BKR						Automatic Stay is recommended
5/8/2008	BKR						05/07/08 - 18:38 - 27428
5/8/2008	BKR						User has completed the B2_PlanDtl
5/8/2008	BKR						data form with the following
5/8/2008	BKR						entries: Arrears in Plan: : 5,600
5/8/2008	BKR						Arrears in POC: : 9728.67 Date of M
5/8/2008	BKR						05/07/08 - 18:38 - 27428
5/8/2008	BKR						eting of Creditors: : 5/12/08
5/8/2008	BKR						Plan length: : 60 Arrears payments
5/8/2008	BKR						to commence: : 5/24/08 Monthly
5/8/2008	BKR						arrears payment to servicer: : 300
5/8/2008	BKR						05/07/08 - 18:38 - 27428
5/8/2008	BKR						Post petition payments to commence:
5/8/2008	BKR						: 5/1/08 Post petition payments
5/8/2008	BKR						paid by: : Trustee Post petition
5/8/2008	BKR						payment amount: : 1302 Delinquent T
5/8/2008	BKR						05/07/08 - 18:38 - 27428
5/8/2008	BKR						axes Stated in Plan?: : False
5/8/2008	BKR						Delinquent Tax years in plan: : no
5/8/2008	BKR						Delinquent Taxes Amoun
5/8/2008	BKR						TASK:1532-BKR-CHANGD FUPDT 06/26/08
5/9/2008	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
5/9/2008	CBR		0	00	1	T:00000	PB PETITION FOR CHAPTER 13
5/9/2008	ET		0	0	0		ARM CHANGE NOTICE SCHEDULED FOR 05/09/08
5/9/2008	ITR						
5/12/2008	D19		0	04	8		ARM CHANGE NOTICE CREATED - LETTER
5/13/2008	FSV		0	0	1	T:25101	DELINQ INSP HOLD PLACED; REL DT =05/20/08
5/15/2008	BKR						05/14/08 - 20:06 - 49546
5/15/2008	BKR						System updated for the following
5/15/2008	BKR						event: User has reprojected the
5/15/2008	BKR						step Motion for Relief Sent for
5/15/2008	BKR						Filing to 5/21/2008, Reason: Other.
5/15/2008	BKR						05/14/08 - 20:06 - 49546
5/15/2008	BKR						Comments: The Motion for Relief has
5/15/2008	BKR						not yet been filed with the Court.
5/15/2008	BKR						The file is currently pending
5/15/2008	BKR						attorney review. Once the Motion is
5/15/2008	BKR						05/14/08 - 20:06 - 49546
5/15/2008	BKR						filed, we will update Newtrak re
5/15/2008	BKR						the same . Status: Active,
5/15/2008	BKR						approval not required.
5/16/2008	NT	FSV				T:25101	Inspection Hold Placed 05/13/08 - Account met the
5/16/2008	NT	FSV				T:25101	criteria in the BKR CNV-hfn report.
5/20/2008	FSV		0	0	1	T:25101	DELINQ INSP HOLD PLACED; REL DT =05/27/08
5/20/2008	D28		0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628
5/21/2008	BKR						05/21/08 - 11:21 - 49546
5/21/2008	BKR						System updated for the following
5/21/2008	BKR						event: User has reprojected the
5/21/2008	BKR						step Motion for Relief Sent for
5/21/2008	BKR						Filing to 5/28/2008, Reason: Other.
5/21/2008	BKR						05/21/08 - 11:21 - 49546
5/21/2008	BKR						Comments: The Motion for Relief has
5/21/2008	BKR						not yet been filed with the Court.
5/21/2008	BKR						The file is currently pending
5/21/2008	BKR						attorney review. Once the Motion is
5/21/2008	BKR						05/21/08 - 11:21 - 49546
5/21/2008	BKR						filed, we will update Newtrak re
5/21/2008	BKR						the same . Status: Active,
5/21/2008	BKR						approval not required.
5/27/2008	FSV		0	0	1	T:25101	DELINQ INSP HOLD PLACED; REL DT =06/03/08
5/29/2008	NT	BKR				T:23853	MFR referral was cancelled as we are proceeding
5/29/2008	NT	BKR				T:23853	with an Objection first.
5/29/2008	BKR						REFERRED TO ATTY (2400) UNCOMPLETED
6/2/2008	BKR						06/01/08 - 21:13 - 49546

6/2/2008	BKR					System updated for the following
6/2/2008	BKR					event: User has reprojected the
6/2/2008	BKR					step: Motion Not Rejected Court Fee
6/2/2008	BKR					06/01/08 - 21:13 - 49546
6/2/2008	BKR					Comments: At this time mfr is not
6/2/2008	BKR					warranted and we will proceed with
6/2/2008	BKR					an objection. . Status: Active,
6/2/2008	BKR					approval not required.
6/3/2008	DM				T:00000	EARLY IND: SCORE 349 MODEL E190S
6/3/2008	FSV	0	0	1	T:25101	DELINQ INSP HOLD PLACED; REL DT =06/10/08
6/5/2008	NT	FSV			T:25101	Inspection Hold Placed 06/03/08 - Account met the
6/5/2008	NT	FSV			T:25101	criteria in the BKR CNV-hfn report.
6/6/2008	CBR	0	00	1	T:00000	DELINQUENT: 180+ DAYS
6/10/2008	FSV	0	0	1	T:25101	DELINQ INSP HOLD PLACED; REL DT =06/17/08
6/11/2008	BKR					06/11/08 - 16:35 - 57483
6/11/2008	BKR					User has updated the system for the
6/11/2008	BKR					following event: Fees and Costs
6/11/2008	BKR					Reconciled, completed on 6/11/2008
6/11/2008	BKR					06/11/08 - 16:35 - 57483
6/11/2008	BKR					User has updated the system for the
6/11/2008	BKR					following event: Chapter 13
6/11/2008	BKR					Processes Closed in NewTrak,
6/11/2008	BKR					completed on 6/11/2008
6/11/2008	BKR					06/11/08 - 16:35 - 57483
6/11/2008	BKR					User has updated the system for the
6/11/2008	BKR					following event: Chapter 13 Closing
6/11/2008	BKR					Reason Effective Date, completed on
6/11/2008	BKR					6/10/2008
6/11/2008	BKR					06/11/08 - 16:34 - 57483
6/11/2008	BKR					User has completed the Ch 13 BK
6/11/2008	BKR					Closing data form with the
6/11/2008	BKR					following entries: Reason for
6/11/2008	BKR					Closing Ch 13 Bankruptcy File?: : Di
6/11/2008	BKR					06/11/08 - 16:34 - 57483
6/11/2008	BKR					Dismissed
6/11/2008	BKR					06/11/08 - 16:33 - 57483
6/11/2008	BKR					User has updated the system for the
6/11/2008	BKR					following event: Chapter 13 Closing
6/11/2008	BKR					Reason, completed on 6/11/2008
6/11/2008	BKR					06/11/08 - 16:33 - 57483
6/11/2008	BKR					User has completed the Ch 13
6/11/2008	BKR					Reason data form with the following
6/11/2008	BKR					entries: Reason for Closing Ch 13
6/11/2008	BKR					Bankruptcy File?: : Dismissed Date
6/11/2008	BKR					06/11/08 - 16:33 - 57483
6/11/2008	BKR					of Discharge Order, if Discharged:
6/11/2008	BKR					: Date of Dismissal Order, if
6/11/2008	BKR					Dismissed : : 6/10/08 If
6/11/2008	BKR					Dismissed, was it with Prejudice?: :
6/11/2008	BKR					06/11/08 - 16:33 - 57483
6/11/2008	BKR					False
6/11/2008	BKR					06/11/08 - 16:33 - 57483
6/11/2008	BKR					Process opened 6/11/2008 by user
6/11/2008	BKR					Ann Brown.
6/11/2008	FOR					06/11/08 - 16:38 - 57483
6/11/2008	FOR					User has updated the system for the
6/11/2008	FOR					following event: Advised Counsel to
6/11/2008	FOR					Proceed with foreclosure, completed
6/11/2008	FOR					on 6/11/2008
6/11/2008	FOR					06/11/08 - 16:38 - 57483
6/11/2008	FOR					Process opened 6/11/2008 by user
6/11/2008	FOR					Ann Brown.
6/11/2008	FOR					06/11/08 - 16:37 - 00007
6/11/2008	FOR					System updated for the following
6/11/2008	FOR					event: User has reprojected the
6/11/2008	FOR					step NOTS Recorded to 6/11/2008.
6/11/2008	FOR					Reason: Hold Ended. Comments: Hold E
6/11/2008	FOR					06/11/08 - 16:37 - 00007
6/11/2008	FOR					nded . Status: Active, approval
6/11/2008	FOR					not required.
6/11/2008	FOR					06/11/08 - 16:37 - 57483
6/11/2008	FOR					Intercom From: Ann Brown, GMAC -
6/11/2008	FOR					To: Patricia Lambengo (at-exet) /
6/11/2008	FOR					Subject: Hold Request/Message:
6/11/2008	FOR					System updated for the following eve
6/11/2008	FOR					06/11/08 - 16:37 - 57483
6/11/2008	FOR					nt: User has ended the hold. Hold
6/11/2008	FOR					End Date: 06/11/2008. Hold type:
6/11/2008	FOR					Bankruptcy Filed
6/11/2008	BKR					REVIEW & CLOSE FILE (1530) COMPLETED 06/11/08
6/11/2008	BKR					DISMISS (2640) COMPLETED 06/10/08
6/11/2008	NT	FSV			T:25102	Inspection Hold Placed 06/10/08 - Account met the
6/11/2008	NT	FSV			T:25102	criteria in the BKR CNV-hfn report.
6/12/2008	FOR					06/11/08 - 19:39 - 46514
6/12/2008	FOR					System updated for the following
6/12/2008	FOR					event: User has reprojected the
6/12/2008	FOR					step NOTS Recorded to 6/26/2008.
6/12/2008	FOR					Reason: Other. Comments: recv'd noti
6/12/2008	FOR					06/11/08 - 19:39 - 46514
6/12/2008	FOR					ce to proceed. Sent file to BKY
6/12/2008	FOR					unit to review & release hold. .
6/12/2008	FOR					Status: Active, approval not
6/12/2008	FOR					required.
6/12/2008	FOR					06/11/08 - 19:38 - 46514
6/12/2008	FOR					User has updated the system for the
6/12/2008	FOR					following event: Counsel
6/12/2008	FOR					acknowledged Proceed with
6/12/2008	FOR					foreclosure, completed on 6/11/2008
6/13/2008	BKR					06/13/08 - 11:16 - 49546
6/13/2008	BKR					System updated for the following
6/13/2008	BKR					event: User has reprojected the
6/13/2008	BKR					step Invoice Submitted to
6/13/2008	BKR					6/20/2008. Reason: Other. Comments:
6/13/2008	BKR					06/13/08 - 11:16 - 49546



6/13/2008	BKR						Please note that accounting department will bill processing only.
6/13/2008	BKR	12-12020-mg	Doc 8072-24	Filed 02/05/15	Entered 02/05/15 15:54:23	Exhibit Q	to Declaration Pg 18 of 100
6/13/2008	BKR						base was dismissed on 06/14/08.
6/13/2008	BKR						06/13/08 - 12:07 - 57483
6/13/2008	BKR						System updated for the following
6/13/2008	BKR						event: User has approved the
6/13/2008	BKR						Reprojection Type Other for the
6/13/2008	BKR						step Invoice Submitted. Status: Acti
6/13/2008	BKR						06/13/08 - 12:07 - 57483
6/13/2008	BKR						ve. Approved.
6/17/2008	FSV		0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =AUTO DELQ
6/17/2008	FSV		0	00	1	T:00000	DELINQ INSP HOLD RELEASED
6/19/2008	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
6/23/2008	BKR						06/22/08 - 19:33 - 49546
6/23/2008	BKR						System updated for the following
6/23/2008	BKR						event: User has reprojected the
6/23/2008	BKR						step Invoice Submitted to
6/23/2008	BKR						6/30/2008. Reason: Other. Comments:
6/23/2008	BKR						06/22/08 - 19:33 - 49546
6/23/2008	BKR						Please note that final invoice will
6/23/2008	BKR						be submitted no later than 06/27/08
6/23/2008	BKR						. Status: Active, awaiting
6/23/2008	BKR						approval.
6/24/2008	BKR						FILE CLOSED (1530) COMPLETED 04/10/08
6/24/2008	BKR						FILE CLOSED (1530) DE-ARCHIVED
6/24/2008	BKR						DISMISS (2640) DE-ARCHIVED
6/24/2008	BKR						ADJUST PRE PET REPMT (1534) DE-ARCHIVED
6/24/2008	BKR						PLAN CONFIRMED (1605) DE-ARCHIVED
6/24/2008	BKR						POC BAR DATE (1535) DE-ARCHIVED
6/24/2008	BKR						DELQ POST-PETN PMT (2632) DE-ARCHIVED
6/24/2008	BKR						OBJECTION DEADLINE (1602) DE-ARCHIVED
6/24/2008	BKR						MEETING OF CREDITORS (1601) DE-ARCHIVED
6/24/2008	BKR						SCHD CONFIRMATION DT (1532) DE-ARCHIVED
6/24/2008	BKR						DEBTORS PLAN FILED (1504) DE-ARCHIVED
6/24/2008	BKR						PROOF OF CLAIM FILED (1503) DE-ARCHIVED
6/24/2008	BKR						ACTIVATE REPMT PLAN (1533) DE-ARCHIVED
6/24/2008	BKR						ORDER PROOF OF CLAIM (1502) DE-ARCHIVED
6/24/2008	BKR						FILING NOTIFICATION (1501) DE-ARCHIVED
6/24/2008	BKR						BANKRUPTCY FILED (1500) DE-ARCHIVED
6/26/2008	BKR						05/07/08 - 19:39 - 27428
6/26/2008	BKR						Case Number: 0812122
6/26/2008	BKR						1532
6/26/2008	BKR						Completed: 2008/06/26
7/2/2008	DM					T:00000	EARLY IND: SCORE 330 MODEL EI90S
7/2/2008	BKR						07/02/08 - 10:13 - 49546
7/2/2008	BKR						User has updated the system for the
7/2/2008	BKR						following event: Invoice Submitted,
7/2/2008	BKR						completed on 6/30/2008
7/3/2008	BKR						UPDATED BY INTERFACE
7/3/2008	BKR						TASK:1503-BKR-CHANGD FUPDT 11/02/08
7/3/2008	BKR						UPDATED BY INTERFACE
7/3/2008	BKR						TASK:1601-BKR-CHANGD FUPDT 08/04/08
7/3/2008	BKR						UPDATE BY INTERFACE
7/4/2008	BKR						07/04/08 - 05:01 - 00007
7/4/2008	BKR						Process opened 7/4/2008 by user
7/4/2008	BKR						Fidelity AutoProc.
7/4/2008	BKR						07/04/08 - 05:01 - 00007
7/4/2008	BKR						Process opened 7/4/2008 by user
7/4/2008	BKR						Fidelity AutoProc.
7/7/2008	CIT	BKR20				T:18963	009 Applied \$651.77 from escrow shortage to bk
7/7/2008	CIT	BKR20				T:18963	POC. first payment due 08/01/08. Please
7/7/2008	CIT	BKR20				T:18963	adjust payment amount.
7/7/2008	BKR						ACTIVATE REPMT PLAN (1533) COMPLETED 07/07/08
7/7/2008	BKR						ORDER PROOF OF CLAIM (1502) COMPLETED 07/07/08
7/8/2008	BKR						07/07/08 - 16:44 - 39776
7/8/2008	BKR						A fees and costs request has been
7/8/2008	BKR						cancelled for this loan by Lisa Dahl
7/8/2008	BKR						07/07/08 - 16:51 - 39776
7/8/2008	BKR						Process opened 7/7/2008 by user
7/8/2008	BKR						Lisa Dahl.
7/8/2008	BKR						07/07/08 - 16:51 - 39776
7/8/2008	BKR						User has updated the system for the
7/8/2008	BKR						following event: Proof of Claim
7/8/2008	BKR						Screen Set Up in Client System,
7/8/2008	BKR						completed on 7/7/2008
7/8/2008	BKR						07/07/08 - 20:10 - 00007
7/8/2008	BKR						Bankruptcy - POC (NIE Id# 7607883)
7/8/2008	BKR						sent to Pite Duncan, LLP at
7/8/2008	BKR						7/7/2008 7:55:11 PM by Automated
7/8/2008	BKR						Tasks
7/8/2008	BKR						07/07/08 - 16:54 - 39776
7/8/2008	BKR						User has updated the system for the
7/8/2008	BKR						following event: POC Bar Date,
7/8/2008	BKR						completed on 11/3/2008
7/8/2008	BKR						07/07/08 - 16:54 - 39776
7/8/2008	BKR						User has updated the system for the
7/8/2008	BKR						following event: Proof of Claim
7/8/2008	BKR						Referred to Attorney, completed on
7/8/2008	BKR						7/7/2008
7/8/2008	BKR						07/07/08 - 16:53 - 39776
7/8/2008	BKR						User has updated the system for the
7/8/2008	BKR						following event: Plan Review
7/8/2008	BKR						Received by Attorney, completed on
7/8/2008	BKR						7/7/2008
7/8/2008	BKR						07/07/08 - 16:52 - 39776
7/8/2008	BKR						User has updated the system for the
7/8/2008	BKR						following event: Plan Review
7/8/2008	BKR						Referred to Attorney, completed on
7/8/2008	BKR						7/7/2008



7/8/2008	BKR					07/07/08 - 16:51 - 39776
7/8/2008	BKR					Processing completed 7/2/2008 by user Lisa Dahl.
7/8/2008	FOR					to Declaration Pg 19 of 100
7/8/2008	FOR					Fees and costs response: Good
7/8/2008	FOR					Through: 7/2/2008 Fees: 675.00
7/8/2008	FOR					Costs: 720.45 Comment: Some f & c
7/8/2008	FOR					paid in the amt of \$1,295.45. Outst
7/8/2008	FOR					07/07/08 - 16:41 - 46514
7/8/2008	FOR					anding Balance: 100.00
7/8/2008	FOR					07/07/08 - 16:41 - 46514
7/8/2008	FOR					A fees and costs Response Comment
7/8/2008	FOR					has been completed for this loan by
7/8/2008	FOR					Sandra Garcia
7/8/2008	FOR					07/07/08 - 16:38 - 39776
7/8/2008	FOR					A fees and costs request has been
7/8/2008	FOR					entered for this loan by Lisa Dahl,
7/8/2008	FOR					good through 7/2/2008
7/8/2008	BKR					TASK:1535-BKR-CHANGD FUPDT 11/03/08
7/8/2008	BKR					FILING NOTIFICATION (1501) COMPLETED 07/07/08
7/8/2008	BKR					BANKRUPTCY FILED (1500) COMPLETED 07/02/08
7/8/2008	FSV		0	0	1	T:25101 DELINQ INSP HOLD PLACED; REL DT =07/15/08
7/8/2008	CIT	ESC05				T:01225 009 DONE 07/08/08 BY TLR 01225
7/8/2008	CIT	ESC05				T:01225 TSK TYP 315-POST PETITION B
7/8/2008	CIT	ESC05				T:01225 009 closing cit.315 - new pymnt eff 8-08 1129.77
7/8/2008	VEA		0	00	0	ONLINE ESCROW ANALYSIS SENT TO PRINT VENDO
7/8/2008	CIT	ESC05				T:01225 011 NEW CIT 319-MAN ANL DELQ SURP
7/8/2008	CIT	ESC05				T:01225 010 NEW CIT 319-MAN ANL DELQ SURP
7/9/2008	FSV		0	00	1	T:00000 INSP TYPE F CANCELLED; REQ CD =AUTO DELQ
7/9/2008	NT	FSV				T:01952 Loan on XNET hold removed report. Ran
7/9/2008	NT	FSV				T:01952 script to XL insp if needed.
7/9/2008	NT	FSV				T:25101 Inspection Hold Placed 07/08/08 - Account met the
7/9/2008	NT	FSV				T:25101 criteria in the BKR CNV-hfn report.
7/10/2008	FSV		0	00	1	T:00000 INSP TP F RESULTS RCVD; ORD DT=06/17/08
7/10/2008	CIT	ESC05				T:01734 011 DONE 07/10/08 BY TLR 01734
7/10/2008	CIT	ESC05				T:01734 TSK TYP 319-MAN ANL DELQ SU
7/10/2008	CIT	ESC05				T:01734 011 CLOSING CIT #319 - ADDED TO UNRLSD SURP
7/10/2008	CIT	ESC05				T:01734 TRACKING REPT
7/10/2008	CIT	ESC05				T:01734 010 DONE 07/10/08 BY TLR 01734
7/10/2008	CIT	ESC05				T:01734 TSK TYP 319-MAN ANL DELQ SU
7/10/2008	CIT	ESC05				T:01734 010 CLOSING CIT #319 - ADDED TO UNRLSD SURP
7/10/2008	CIT	ESC05				T:01734 TRACKING REPT
7/14/2008	BKR					07/14/08 - 08:21 - 42016
7/14/2008	BKR					System updated for the following
7/14/2008	BKR					event: User has reprojected the
7/14/2008	BKR					step POC Completed/Mailed to Court
7/14/2008	BKR					to 8/14/2008. Reason: Other. Comment
7/14/2008	BKR					07/14/08 - 08:21 - 42016
7/14/2008	BKR					s: as of 7/14/08, the poc is in the
7/14/2008	BKR					process of being completed and
7/14/2008	BKR					mailed to court. once complete,
7/14/2008	BKR					newtrak will be updated. thanks!
7/14/2008	BKR					07/14/08 - 08:21 - 42016
7/14/2008	BKR					Status: Active, approval not
7/14/2008	BKR					required.
7/15/2008	FSV		0	0	1	T:25101 DELINQ INSP HOLD PLACED; REL DT =07/22/08
7/16/2008	NT	FSV				T:25101 Inspection Hold Placed 07/15/08 - Account met the
7/16/2008	NT	FSV				T:25101 criteria in the BKR CNV-hfn report.
7/18/2008	CBR		0	00	1	T:00000 DELINQUENT: 180+ DAYS
7/21/2008	D28		0	DT	8	BILLING STATEMENT FROM REPORT R628
7/22/2008	FSV		0	0	1	T:25101 DELINQ INSP HOLD PLACED; REL DT =07/29/08
7/24/2008	BKR					07/24/08 - 09:03 - 49525
7/24/2008	BKR					User has updated the system for the
7/24/2008	BKR					following event: Plan Confirmation
7/24/2008	BKR					Hearing Date, completed on 9/4/2008
7/24/2008	BKR					07/24/08 - 09:03 - 49525
7/24/2008	BKR					User has updated the system for the
7/24/2008	BKR					following event: Plan Review
7/24/2008	BKR					Complete, completed on 7/24/2008
7/24/2008	BKR					07/24/08 - 16:47 - 25839
7/24/2008	BKR					User has updated the system for the
7/24/2008	BKR					following event: Invoice Submitted,
7/24/2008	BKR					completed on 7/21/2008
7/24/2008	BKR					07/24/08 - 16:47 - 25839
7/24/2008	BKR					User has updated the system for the
7/24/2008	BKR					following event: Invoice Submitted,
7/24/2008	BKR					completed on 7/21/2008
7/24/2008	BKR					07/24/08 - 09:02 - 49525
7/24/2008	BKR					Kristina Baker - (Cont) - unt in
7/24/2008	BKR					Plan.: 0.00 Property
7/24/2008	BKR					Surrendered?: : False Property to
7/24/2008	BKR					be Sold?: : False APO Needed?: : Fa
7/24/2008	BKR					07/24/08 - 09:02 - 49525
7/24/2008	BKR					Is Client Included in Plan?: :
7/24/2008	BKR					True Cramdown stated in plan?: :
7/24/2008	BKR					False Lien strip proposed in
7/24/2008	BKR					plan?: : False Total Debt Payout?:
7/24/2008	BKR					07/24/08 - 09:02 - 49525
7/24/2008	BKR					: No Plan Objection Required?: :
7/24/2008	BKR					No Other: :
7/24/2008	BKR					07/24/08 - 09:02 - 49525
7/24/2008	BKR					User has completed the B2_PlanDtl
7/24/2008	BKR					data form with the following
7/24/2008	BKR					entries: Arrears in Plan: : 9000
7/24/2008	BKR					Arrears in POC: : 14257.69 Date of
7/24/2008	BKR					07/24/08 - 09:02 - 49525
7/24/2008	BKR					Meeting of Creditors: : 08/04/08
7/24/2008	BKR					Plan length: : 60 Arrears payments
7/24/2008	BKR					to commence: : 08/02/08 Monthly
7/24/2008	BKR					arrears payment to servicer: : 0.00
7/24/2008	BKR					07/24/08 - 09:02 - 49525
7/24/2008	BKR					Post petition payments to
7/24/2008	BKR					commence: : 08/08 Post petition
7/24/2008	BKR					payments paid by: : Trustee Post
7/24/2008	BKR					petition payment amount: : 1202 Del

7/24/2008	BKR					07/24/08 - 09:02 - 49525
7/24/2008	BKR					Insurgent Taxes Being Paid?
7/24/2008	BKR					Filed Delinquent Tax years in
7/24/2008	BKR					07/24/08 - 12:55 - 57483
7/24/2008	BKR					User has updated the system for the
7/24/2008	BKR					following event: Terms Updated on
7/24/2008	BKR					Client System, completed on
7/24/2008	BKR					7/24/2008
7/24/2008	BKR					TASK:1532-BKR-CHANGD FUPDT 09/04/08
7/24/2008	NT	FSV				T:25101 Inspection Hold Placed 07/22/08 - Account met the
7/24/2008	NT	FSV				T:25101 criteria in the BKR CNV-hfn report.
7/24/2008	BKR					DEBTORS PLAN FILED (1504) COMPLETED 07/16/08
7/25/2008	BKR					07/25/08 - 16:33 - 57483
7/25/2008	BKR					User has updated the system for the
7/25/2008	BKR					following event: Fees and Costs
7/25/2008	BKR					Reconciled, completed on 7/24/2008
7/25/2008	BKR					07/25/08 - 16:33 - 57483
7/25/2008	BKR					User has updated the system for the
7/25/2008	BKR					following event: Fees and Costs
7/25/2008	BKR					Reconciled, completed on 7/24/2008
7/29/2008	FSV		0	0	1	T:25101 DELINQ INSP HOLD PLACED; REL DT =08/05/08
7/30/2008	NT	FSV				T:25101 Inspection Hold Placed 07/29/08 - Account met the
7/30/2008	NT	FSV				T:25101 criteria in the BKR CNV-hfn report.
8/4/2008	DM					T:00000 EARLY IND: SCORE 313 MODEL E190S
8/5/2008	FSV		0	0	1	T:25101 DELINQ INSP HOLD PLACED; REL DT =08/12/08
8/6/2008	NT	FSV				T:25102 Inspection Hold Placed 08/05/08 - Account met the
8/6/2008	NT	FSV				T:25102 criteria in the BKR CNV-hfn report.
8/8/2008	CBR		0	00	1	T:00000 DELINQUENT: 180+ DAYS
8/8/2008	CBR		0	00	1	T:00000 PB PETITION FOR CHAPTER 13
8/11/2008	BKR					04/14/08 - 15:18 - 39776
8/11/2008	BKR					Case Number: 0812122
8/11/2008	BKR					1535
8/11/2008	BKR					Completed: 2008/08/11
8/12/2008	FSV		0	0	1	T:25102 DELINQ INSP HOLD PLACED; REL DT =08/19/08
8/14/2008	BKR					08/14/08 - 08:34 - 42016
8/14/2008	BKR					User has updated the system for the
8/14/2008	BKR					following event: Actual Date POC
8/14/2008	BKR					Filed with Court, completed on
8/14/2008	BKR					7/17/2008
8/14/2008	BKR					08/14/08 - 08:34 - 42016
8/14/2008	BKR					User has updated the system for the
8/14/2008	BKR					following event: POC
8/14/2008	BKR					Completed/Mailed to Court,
8/14/2008	BKR					completed on 7/17/2008
8/14/2008	BKR					08/14/08 - 08:34 - 42016
8/14/2008	BKR					Kimberly Starken - (Cont) - ::
8/14/2008	BKR					Arrearage Total: : 14257.69 Escrow
8/14/2008	BKR					Shortage: : 651.177 Other: :
8/14/2008	BKR					2174.95
8/14/2008	BKR					08/14/08 - 08:34 - 42016
8/14/2008	BKR					User has completed the B1_POCDis
8/14/2008	BKR					data form with the following
8/14/2008	BKR					entries: First Month in Arrears: :
8/14/2008	BKR					11/07 Last Month in Arrears: : 7/08
8/14/2008	BKR					08/14/08 - 08:34 - 42016
8/14/2008	BKR					Arrearage Late Charges: : 372.78
8/14/2008	BKR					Foreclosure Fees & Costs: : 100.00
8/14/2008	BKR					Title Fees & Costs: : 0.00
8/14/2008	BKR					Bankruptcy Fees & Costs: : 359.50 A
8/14/2008	BKR					08/14/08 - 08:34 - 42016
8/14/2008	BKR					mount of Corp Advance Not Included
8/14/2008	BKR					in POC: : 85.00 Explanation of
8/14/2008	BKR					Amount(s) Not Included in POC: :
8/14/2008	BKR					NSF Charges: : 0.00 Additional Late
8/14/2008	BKR					08/14/08 - 08:34 - 42016
8/14/2008	BKR					Charges: : 0.00 Suspense Amount:
8/14/2008	BKR					: 0.00 Secured Total: : 102805.27
8/14/2008	BKR					'Other' item details
8/14/2008	BKR					PROOF OF CLAIM FILED (1503) COMPLETED 07/17/08
8/15/2008	NT	FSV				T:25101 Inspection Hold Placed 08/12/08 - Account met the
8/15/2008	NT	FSV				T:25101 criteria in the BKR CNV-hfn report.
8/19/2008	FSV		0	0	1	T:25101 DELINQ INSP HOLD PLACED; REL DT =08/26/08
8/19/2008	D28		0	DT	8	BILLING STATEMENT FROM REPORT R628
8/21/2008	BKR					08/21/08 - 15:07 - 57483
8/21/2008	BKR					User has updated the system for the
8/21/2008	BKR					following event: Filed POC
8/21/2008	BKR					Reconciled, completed on 8/14/2008
8/25/2008	NT	FSV				T:25101 Inspection Hold Placed 08/19/08 - Account met the
8/25/2008	NT	FSV				T:25101 criteria in the BKR CNV-hfn report.
8/26/2008	FSV		0	0	1	T:25101 DELINQ INSP HOLD PLACED; REL DT =09/02/08
8/28/2008	NT	FSV				T:25101 Inspection Hold Placed 08/26/08 - Account met the
8/28/2008	NT	FSV				T:25101 criteria in the BKR CNV-hfn report.
9/2/2008	DM					T:00000 EARLY IND: SCORE 279 MODEL E190S
9/2/2008	FSV		0	0	1	T:25101 DELINQ INSP HOLD PLACED; REL DT =09/09/08
9/4/2008	BKR					SCHD CONFIRMATION DT (1532) COMPLETED 09/04/08
9/8/2008	NT	FSV				T:25102 Inspection Hold Placed 09/02/08 - Account met the
9/8/2008	NT	FSV				T:25102 criteria in the BKR CNV-hfn report.
9/9/2008	NT	FSV				T:25101 Inspection Hold Placed 09/09/08 - Account met the
9/9/2008	NT	FSV				T:25101 criteria in the BKR CNV-hfn report.
9/9/2008	FSV		0	0	1	T:25101 DELINQ INSP HOLD PLACED; REL DT =09/16/08
9/11/2008	BKR					09/11/08 - 15:33 - 42016
9/11/2008	BKR					System updated for the following
9/11/2008	BKR					event: User has reprojected the
9/11/2008	BKR					step Plan Confirmed to 10/11/2008.
9/11/2008	BKR					Reason: Other. Comments: per pacer,
9/11/2008	BKR					09/11/08 - 15:33 - 42016
9/11/2008	BKR					the plan has not yet been confirmed
9/11/2008	BKR					and we will continue to monitor
9/11/2008	BKR					pacer for the plan to be confirmed
9/11/2008	BKR					Due date pushed forward from weeken
9/11/2008	BKR					09/11/08 - 15:33 - 42016
9/11/2008	BKR					d or holiday to next available
9/11/2008	BKR					business day. Date moved from
9/11/2008	BKR					10/11/2008 to 10/14/2008.. Status:

9/11/2008	BKR					Active, approval not required.
9/12/2008	BKR					DELINQUENCY 180 DAYS
9/19/2008	BKR	12-12-2020-mg	0	00	1	T:00000 DELINQUENCY 180 DAYS
9/24/2008	BKR	Doc 8072-24	0	00	1	T:00000 DELINQUENCY 180 DAYS
9/24/2008	BKR					DECLARATION
9/24/2008	BKR					DISMISS (2640) COMPLETED 09/23/08
9/24/2008	BKR					UPDATED BY INTERFACE
9/24/2008	BKR					UPDATED BY INTERFACE
9/25/2008	BKR					09/25/08 - 12:40 - 57483
9/25/2008	BKR					User has updated the system for the
9/25/2008	BKR					following event: Client System
9/25/2008	BKR					Closed, completed on 9/25/2008
9/25/2008	BKR					09/25/08 - 12:40 - 57483
9/25/2008	BKR					User has updated the system for the
9/25/2008	BKR					following event: Chapter 13
9/25/2008	BKR					Processes Closed in NewTrak,
9/25/2008	BKR					completed on 9/25/2008
9/25/2008	BKR					09/25/08 - 12:40 - 57483
9/25/2008	BKR					User has updated the system for the
9/25/2008	BKR					following event: Chapter 13 Closing
9/25/2008	BKR					Reason Effective Date, completed on
9/25/2008	BKR					9/23/2008
9/25/2008	BKR					09/25/08 - 12:39 - 57483
9/25/2008	BKR					User has completed the Ch 13 BK
9/25/2008	BKR					Closing data form with the
9/25/2008	BKR					following entries: Reason for
9/25/2008	BKR					Closing Ch 13 Bankruptcy File?: : Co
9/25/2008	BKR					09/25/08 - 12:39 - 57483
9/25/2008	BKR					urt Dismissal
9/25/2008	BKR					09/25/08 - 12:39 - 57483
9/25/2008	BKR					User has updated the system for the
9/25/2008	BKR					following event: Chapter 13 Closing
9/25/2008	BKR					Reason, completed on 9/25/2008
9/25/2008	BKR					09/25/08 - 12:39 - 57483
9/25/2008	BKR					User has completed the Ch 13
9/25/2008	BKR					Reason data form with the following
9/25/2008	BKR					entries: Reason for Closing Ch 13
9/25/2008	BKR					Bankruptcy File?: : Court Dismissal
9/25/2008	BKR					09/25/08 - 12:39 - 57483
9/25/2008	BKR					Process opened 9/25/2008 by user
9/25/2008	BKR					Ann Brown.
9/25/2008	FOR					09/25/08 - 13:50 - 36367
9/25/2008	FOR					Intercom From: Brown, Ann - To:
9/25/2008	FOR					Brittain, Linda: / Subject: Hold
9/25/2008	FOR					Request/
9/25/2008	FOR					09/25/08 - 12:41 - 57483
9/25/2008	FOR					User has updated the system for the
9/25/2008	FOR					following event: Advised Counsel to
9/25/2008	FOR					Proceed with foreclosure, completed
9/25/2008	FOR					on 9/25/2008
9/25/2008	FOR					09/25/08 - 12:41 - 57483
9/25/2008	FOR					Process opened 9/25/2008 by user
9/25/2008	FOR					Ann Brown.
9/25/2008	FOR					09/25/08 - 12:40 - 00007
9/25/2008	FOR					System updated for the following
9/25/2008	FOR					event: User has reprojected the
9/25/2008	FOR					step NOTS Recorded to 9/25/2008.
9/25/2008	FOR					Reason: Hold Ended. Comments: Hold E
9/25/2008	FOR					09/25/08 - 12:40 - 00007
9/25/2008	FOR					nded . Status: Active, approval
9/25/2008	FOR					not required.
9/25/2008	FOR					09/25/08 - 12:40 - 57483
9/25/2008	FOR					Intercom From: Ann Brown, GMAC -
9/25/2008	FOR					To: Linda Brittain (at-exet) /
9/25/2008	FOR					Subject: Hold Request/Message:
9/25/2008	FOR					System updated for the following eve
9/25/2008	FOR					09/25/08 - 12:40 - 57483
9/25/2008	FOR					nt: User has ended the hold. Hold
9/25/2008	FOR					End Date: 09/25/2008. Hold type:
9/25/2008	FOR					Bankruptcy Filed
9/25/2008	BKR					REVIEW & CLOSE FILE (1530) COMPLETED 09/25/08
9/26/2008	FSV		0	00	1	T:00000 INSP TYPE F ORDERED; REQ CD=AUO DELQ
9/26/2008	FSV		0	00	1	T:00000 DELINQ INSP HOLD RELEASED
9/26/2008	BKR					09/25/08 - 19:17 - 48381
9/26/2008	BKR					User has updated the system for the
9/26/2008	BKR					following event: Invoice Submitted,
9/26/2008	BKR					completed on 9/25/2008
9/26/2008	FOR					09/25/08 - 17:19 - 46514
9/26/2008	FOR					System updated for the following
9/26/2008	FOR					event: User has reprojected the
9/26/2008	FOR					step NOTS Recorded to 10/1/2008.
9/26/2008	FOR					Reason: Other. Comments: notified ou
9/26/2008	FOR					09/25/08 - 17:19 - 46514
9/26/2008	FOR					r BKY unit to proceed; file in
9/26/2008	FOR					review . Status: Active, approval
9/26/2008	FOR					not required.
9/26/2008	FOR					09/25/08 - 17:18 - 46514
9/26/2008	FOR					User has updated the system for the
9/26/2008	FOR					following event: Counsel
9/26/2008	FOR					acknowledged Proceed with
9/26/2008	FOR					foreclosure, completed on 9/25/2008
9/30/2008	FOR					09/29/08 - 17:51 - 31580
9/30/2008	FOR					System updated for the following
9/30/2008	FOR					event: User has reprojected the
9/30/2008	FOR					step NOD Filed to 10/6/2008.
9/30/2008	FOR					Reason: Other. Comments: BK HOLD END
9/30/2008	FOR					09/29/08 - 17:51 - 31580
9/30/2008	FOR					ED. NEED TO START-OVER / PREVIOUS
9/30/2008	FOR					BK (CASE #08-12122) FILED PRIOR TO
9/30/2008	FOR					NOD POSTING DATE (1ST LEGAL).
9/30/2008	FOR					Status: Active, approval not require
9/30/2008	FOR					09/29/08 - 17:51 - 31580
9/30/2008	FOR					d
9/30/2008	FOR					09/29/08 - 17:50 - 31580
9/30/2008	FOR					User has updated the system for the
9/30/2008	FOR					following event: NOD Filed, User

9/30/2008	FOR					changed date completed from
9/30/2008	FOR					2/25/2008 12:00:00 PM / Reason: BK
9/30/2008	FOR					9/29/08 - 17:56:31:000
9/30/2008	FOR					to Declaration Pg 22 of 100
9/30/2008	FOR					PREVIOUS BK (CASE #08-12122) FILED
9/30/2008	FOR					PRIOR TO NOD POSTING DATE (1ST
9/30/2008	FOR					LEGAL).
10/2/2008	DM					T:00000 EARLY IND: SCORE 279 MODEL EI90S
10/2/2008	FSV	0	00	1		T:00000 INSP TP F RESULTS RCVD; ORD DT=09/26/08
10/3/2008	LMT					FILE CLOSED (7) COMPLETED 10/03/08
10/6/2008	FSV	0	0	0		T:21396 INSP TYPE R ORDERED; REQ CD =1150
10/7/2008	BKR					10/06/08 - 16:10 - 57483
10/7/2008	BKR					User has updated the system for the
10/7/2008	BKR					following event: Fees and Costs
10/7/2008	BKR					Reconciled, completed on 9/25/2008
10/7/2008	FOR					10/06/08 - 16:33 - 29865
10/7/2008	FOR					System updated for the following
10/7/2008	FOR					event: User has reprojected the
10/7/2008	FOR					step NOTS Recorded to 12/1/2008.
10/7/2008	FOR					Reason: Other, Comments: Startover d
10/7/2008	FOR					10/06/08 - 16:33 - 29865
10/7/2008	FOR					ue to BK, NOD needs to be resent to
10/7/2008	FOR					title . Status: Active, approval
10/7/2008	FOR					not required.
10/7/2008	FOR					10/06/08 - 16:32 - 29865
10/7/2008	FOR					System updated for the following
10/7/2008	FOR					event: User has reprojected the
10/7/2008	FOR					step NOD Filed to 10/27/2008.
10/7/2008	FOR					Reason: Other, Comments: Startover d
10/7/2008	FOR					10/06/08 - 16:32 - 29865
10/7/2008	FOR					ue to BK, NOD needs to be resent to
10/7/2008	FOR					title . Status: Active, approval
10/7/2008	FOR					not required.
10/8/2008	LMT					LMT BPO/APPRaisal REC ADDED
10/10/2008	CBR	0	00	1		T:00000 FORECLOSURE STARTED
10/10/2008	CBR	0	00	1		T:00000 DELINQUENT: 180+ DAYS
10/10/2008	CBR	0	00	1		T:00000 PB CHAPTER 13 BANKRUPTCY DISMISSED
10/14/2008	DMD					T:22222 00/00/00 00:00:00
10/14/2008	DMD					T:22222 00/00/00 00:00:00
10/14/2008	DMD					T:22222 10/14/08 15:49:59 VACANT
10/21/2008	D28	0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628
10/23/2008	FSV	0	00	1		T:00000 INSP TYPE F ORDERED; REQ CD =SCRIPT
10/23/2008	NT	FSV				T:25101 Loan on HFN 2501 report. Ran script to order insp
10/23/2008	NT	FSV				T:25101 if needed.
10/24/2008	DMD					T:22222 00/00/00 00:00:00
10/24/2008	DMD					T:22222 00/00/00 00:00:00
10/24/2008	DMD					T:22222 10/24/08 13:20:49 4
10/24/2008	DM					T:20001 U3P DUNCAN ROBBINS CA, STTD HE JUST FCL'D ON 2ND
10/24/2008	DM					T:20001 AND INTERESTED IN BRINGING THIS ACCT
10/24/2008	DM					T:20001 CURRENT/MOD/ASSUMPTION. ADV CANNOT ASSUME THE
10/24/2008	DM					T:20001 LOAN. NEEDS TO P/O ACCT IF B1 IS NO LONGER
10/24/2008	DM					T:20001 INVOLVED. REQUESTED P/O STMT. AMAHER 2434.
10/24/2008	DM					T:20001 ACTION/RESULT CD CHANGED FROM LMDC TO NOTE
10/27/2008	NT	HNOW				T:25101 HOPE NOW letter sent. HOPE NOW is a partnership
10/27/2008	NT	HNOW				T:25101 between mortgage companies and non-profit housing
10/27/2008	NT	HNOW				T:25101 counselors. Our mission is simple: we reach out
10/27/2008	NT	HNOW				T:25101 to and attempt to assist homeowners who may be
10/27/2008	NT	HNOW				T:25101 having difficulty paying their mortgages. GMAC
10/27/2008	NT	HNOW				T:25101 ResCap is a member of this alliance.
10/28/2008	DM					T:31095 TRYING TO GET AN AMOUNT TO BRING CURENT AND PAY
10/28/2008	DM					T:31095 OFF. START WITH BRINGIN IT CURRENT. HAVE 2ND MORT
10/28/2008	DM					T:31095 THAT SAID HE'S FCL AND HE OWNS THE HOUSE. SAID
10/28/2008	DM					T:31095 SOMEONE WANTS HER EVICTED AND WAS CALLING IN SINCE
10/28/2008	DM					T:31095 CO. ARE THE 1ST MORT. ADV HANDLED BY ANOTHER DEPT.
10/28/2008	DM					T:31095 QUOTED FCL INFO ATTY PHONE & LM NUM.
10/28/2008	DM					T:31095 ACTION/RESULT CD CHANGED FROM NOTE TO OAAI
10/29/2008	DM					T:30014 LINDA CALLED IN FOR A REINSTATEMENT
10/29/2008	DM					T:30014 FIGURE...RHACKETT X6780
10/29/2008	DM					T:30014 ACTION/RESULT CD CHANGED FROM OAAI TO LMDC
10/30/2008	FSV	0	00	1		T:00000 INSP TP F RESULTS RCVD; ORD DT=10/23/08
11/3/2008	FOR					10/27/08 - 12:09 - 42195
11/3/2008	FOR					System updated for the following
11/3/2008	FOR					event: User has denied the request
11/3/2008	FOR					for the issue. Issue type: Payoff
11/3/2008	FOR					Request Status: Issue Denied. Commen
11/3/2008	FOR					10/27/08 - 12:09 - 42195
11/3/2008	FOR					ts: this request has been closed
11/3/2008	FOR					due to insufficient information
11/3/2008	FOR					(fees/costs, g/t date & fax
11/3/2008	FOR					number0---a new request needs to be
11/3/2008	FOR					10/27/08 - 12:09 - 42195
11/3/2008	FOR					submitted. Thanks
11/3/2008	FOR					10/29/08 - 13:21 - 46514
11/3/2008	FOR					Fees and costs response: Good
11/3/2008	FOR					Through:11/28/2008 Fees: 0 Costs:
11/3/2008	FOR					186.48 Comment:
11/3/2008	FOR					10/29/08 - 12:18 - 49848
11/3/2008	FOR					A fees and costs request has been
11/3/2008	FOR					entered for this loan by Randy
11/3/2008	FOR					Hackett, good through 11/28/2008
11/3/2008	FOR					10/29/08 - 10:04 - 40140
11/3/2008	FOR					Intercom From: Portillo, Hellen -
11/3/2008	FOR					To: Maher, Amy; / Subject: Issue
11/3/2008	FOR					Request/
11/3/2008	FOR					10/24/08 - 16:32 - 40140
11/3/2008	FOR					System updated for the following
11/3/2008	FOR					event: User has created a
11/3/2008	FOR					Process-Level issue for this
11/3/2008	FOR					loan.Issue Type: Payoff Request. Iss
11/3/2008	FOR					10/24/08 - 16:32 - 40140
11/3/2008	FOR					ue Comments: Junior lien holder has
11/3/2008	FOR					taken property to fcl where it was
11/3/2008	FOR					sold to a third party, Duncan
11/3/2008	FOR					Robbins. He would like to have a pa
11/3/2008	FOR					10/24/08 - 16:32 - 40140

11/3/2008	FOR						loff statement sent to him to take
11/3/2008	FOR						care of this account as well. He
11/3/2008	FOR						can be reached at 800-476-9400 and
11/3/2008	FOR						to Declaration Pg 23 of 100
11/3/2008	FOR						10/24/08 - 16:32 - 40140
11/3/2008	FOR						riland, OR 97202-4344. Thank you!
11/3/2008	FOR						Status: Active
11/3/2008	BKR						07/07/08 - 23:39 - 39776
11/3/2008	BKR						Case Number: 0814150
11/3/2008	BKR						1535
11/3/2008	BKR						Completed: 2008/11/03
11/4/2008	DM					T:00000	EARLY IND: SCORE 279 MODEL EI90S
11/4/2008	FOR						10/31/08 - 12:14 - 56338
11/4/2008	FOR						System updated for the following
11/4/2008	FOR						event: User has reprojected the
11/4/2008	FOR						step NOD Filed to 11/10/2008.
11/4/2008	FOR						Reason: Other. Comments: NOD not sen
11/4/2008	FOR						10/31/08 - 12:14 - 56338
11/4/2008	FOR						t for posting. . Status: Active,
11/4/2008	FOR						approval not required.
11/6/2008	DMD					T:22222	00/00/00 00:00:00
11/6/2008	DMD					T:22222	00/00/00 00:00:00
11/6/2008	DMD					T:22222	11/06/08 14:34:15 HANGUP IN Q
11/7/2008	ET	0	0	0			ARM CHANGE NOTICE SCHEDULED FOR 11/10/08
11/10/2008	FOR						11/10/08 - 10:40 - 56338
11/10/2008	FOR						System updated for the following
11/10/2008	FOR						event: User has reprojected the
11/10/2008	FOR						step NOD Filed to 11/17/2008.
11/10/2008	FOR						Reason: Other. Comments: nod not sen
11/10/2008	FOR						11/10/08 - 10:40 - 56338
11/10/2008	FOR						t for posting yet. . Status:
11/10/2008	FOR						Active, approval not required.
11/14/2008	CBR	0	00	1		T:00000	FORECLOSURE STARTED
11/14/2008	CBR	0	00	1		T:00000	DELINQUENT: 180+ DAYS
11/14/2008	CBR	0	00	1		T:00000	CHANGE IN PRIMARY BORROWERS ADDR
11/14/2008	FOR						11/14/08 - 12:04 - 56338
11/14/2008	FOR						System updated for the following
11/14/2008	FOR						event: User has reprojected the
11/14/2008	FOR						step NOD Filed to 11/21/2008.
11/14/2008	FOR						Reason: Other. Comments: nod not pos
11/14/2008	FOR						11/14/08 - 12:04 - 56338
11/14/2008	FOR						ted. . Status: Active, approval
11/14/2008	FOR						not required.
11/18/2008	LMT						PUR Sue LN MODIFCATN (1000) COMPLETED 11/18/08
11/18/2008	LMT						LMT SOLUTN PURSUED (6) COMPLETED 11/18/08
11/18/2008	LMT						COMPLETE FIN PKG REC (3) COMPLETED 11/18/08
11/18/2008	LMT						ASSESS FINANCL PKG (2) COMPLETED 11/18/08
11/18/2008	LMT						REFERRD TO LOSS MIT (1) COMPLETED 11/18/08
11/18/2008	LMT						APPROVED FOR LMT 11/18/08
11/19/2008	NT	LMT				T:25101	**** PIA Special Pre-Qualified Loan Modification
11/19/2008	NT	LMT				T:25101	Campaign *** Blind Mod Campaign - Fall 2008 ***
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	FOR						11/22/08 - 15:59 - 56338
11/24/2008	FOR						User has updated the system for the
11/24/2008	FOR						following event: NOD Filed,
11/24/2008	FOR						completed on 11/14/2008
11/24/2008	NT	LMT				T:27080	MOD APPRVD: PM CNTRBTRN OF \$1,202.85 DUE 1/1/2009;
11/24/2008	NT	LMT				T:27080	NEW UPB \$97,280.60, TTL CPPD \$6,681.83 (INT \$0.00
11/24/2008	NT	LMT				T:27080	/ ESC \$3,387.90), OLD PPTD 11/07, NEW 01/09, OLD
11/24/2008	NT	LMT				T:27080	RATE 11.6250%, NEW RATE 8.0000%, ORGNL TERM 360,
11/24/2008	NT	LMT				T:27080	CRRNT TERM 266, MOD TERM 251, MAT DATE 12/1/2029 ,
11/24/2008	NT	LMT				T:27080	OLD PI \$972.60, NEW PI \$799.34, OLD PITI
11/24/2008	NT	LMT				T:27080	\$1,202.85, NEW PITI \$1,086.34 INC RATIO 0.00% WITH
11/24/2008	NT	LMT				T:27080	SRPLS OF \$0.00; RFD: Other- SUBMITTED BY: Chris
11/24/2008	NT	LMT				T:27080	Quigley APPROVED BY: Jorie Fazio
11/24/2008	NT	LMT				T:20844	mod file to investor for review. c quigley 874
11/24/2008	NT	LMT				T:20844	6674
11/24/2008	NT	LMT				T:20844	f&c per newtraks \$186.48 gt 11/28
11/24/2008	LMT						LOAN MOD STARTED (1001) COMPLETED 11/24/08
11/25/2008	DM					T:20844	ATTEMPTED TO CONTACT B1 AT 206 321 4241 RE: PIA
11/25/2008	DM					T:20844	BLIND MOD OFFER. C QUIGLEY 874 6674
11/25/2008	DM					T:20844	ACTION/RESULT CD CHANGED FROM LMDC TO BRLM
11/25/2008	LMT						MODIFCATN APPRVD INV (1232) COMPLETED 11/25/08
11/25/2008	LMT						MODIFCATN RECMMD INV (1231) COMPLETED 11/25/08
11/25/2008	NT	STOP				T:20844	***CLOSERS***
11/25/2008	NT	STOP				T:20844	Loan will remain an ARM. Freezing for 5 years at
11/25/2008	NT	STOP				T:20844	8.0% Next change date 1/1/2014 Ceiling 11.625%,
11/25/2008	NT	STOP				T:20844	floor 8.0%, margin 6.25% New P&I \$799.34,
11/25/2008	NT	STOP				T:20844	effective 2/1/2009 Debt forgive \$12,037.11
11/25/2008	NT	STOP				T:20844	Capitalize \$6,681.83
11/25/2008	NT	STOP				T:20844	Please waive \$586.93 late
11/25/2008	NT	STOP				T:20844	charges and \$78.75 inspection fees
11/25/2008	NT	STOP				T:20844	Please overnight docs to homeowner
11/25/2008	NT	STOP				T:20844	C Quigley 874 6674
11/25/2008	NT	STOP				T:20844	LMT5 perm mod apprvd \$1,202.85 due bck by
11/25/2008	NT	STOP				T:20844	1/1/2009, apply funds to 4N send cit 840 to cntct
11/25/2008	NT	STOP				T:20844	tlir# 22078 when rcvd. Forward docs to Waterloo
11/25/2008	NT	STOP				T:20844	Loss Mit. C Quigley 874 6674
11/25/2008	NT	LMT				T:20844	PIA Special Pre-Qualified Loan Modification
11/25/2008	NT	LMT				T:20844	Campaign. Debt forgiving delinquent interest in
11/25/2008	NT	LMT				T:20844	the amount of \$12,037.11, capping remaining
11/25/2008	NT	LMT				T:20844	delinquency. Reducing rate to 8.0%for five years
11/25/2008	NT	LMT				T:20844	then setting ceiling rate at 11.625%. New Total
11/25/2008	NT	LMT				T:20844	Payment (principal, interest) \$799.34 + (escrow)
11/25/2008	NT	LMT				T:20844	\$287.00 = \$1,086.34 Payment Effective Date
11/25/2008	NT	LMT				T:20844	2/1/2009 C Quigley 874 6674
12/1/2008	FSV		0	0	0	T:21386	INSP TP R RESULTS RCVD; ORD DT=10/06/08
12/2/2008	NT	LMT				T:01323	snt docs to vendor \$1202.85 due 1/1
12/2/2008	LMT						SEND EXEC DOCS (1040) COMPLETED 12/02/08
12/2/2008	LMT						TASK:1031-LMT-CHANGD FUPDT 01/02/09
12/2/2008	FSV		0	0	1	T:01323	DELINO INSP HOLD PLACED; REL DT =02/02/09
12/3/2008	FSV		0	00	1	T:00000	INSP TP F RESULTS RCVD; ORD DT=11/24/08
12/5/2008	FOR						12/05/08 - 13:09 - 29865
12/5/2008	FOR						ue Comments: Please issue a Payoff

12/5/2008	FOR					Demand good thru 1/5/08 including
12/5/2008	FOR					FBI fees and costs on the amount of \$1,100.01 - and forward to - Mar
12/5/2008	FOR					to Declaration Pg 24 of 100
12/5/2008	FOR					System updated for the following
12/5/2008	FOR					event: User has created a
12/5/2008	FOR					Process-Level issue for this
12/5/2008	FOR					loan.Issue Type: Payoff Request. Iss
12/5/2008	FOR					12/05/08 - 13:09 - 29865
12/5/2008	FOR					icela Miseroy Fax 818-260-1845
12/5/2008	FOR					Status: Active
12/8/2008	FOR					12/08/08 - 10:49 - 42195
12/8/2008	FOR					ts: loan is in modification pending
12/8/2008	FOR					unable to generate p/o until the
12/8/2008	FOR					alert has been removed, thanks.
12/8/2008	FOR					12/08/08 - 10:49 - 42195
12/8/2008	FOR					System updated for the following
12/8/2008	FOR					event: User has denied the request
12/8/2008	FOR					for the issue. Issue type: Payoff
12/8/2008	FOR					Request Status: Issue Denied. Commen
12/9/2008	FOR					12/08/08 - 12:55 - 29865
12/9/2008	FOR					Intercom From: Portillo, Hellen -
12/9/2008	FOR					To: Miseroy, Maricela; / Subject:
12/9/2008	FOR					Issue Request/
12/12/2008	CBR	0	00	1	T:00000	FORECLOSURE STARTED
12/12/2008	CBR	0	00	1	T:00000	DELINQUENT: 180+ DAYS
12/17/2008	D19	0	04	8		ARM CHANGE NOTICE CREATED - LETTER
12/19/2008	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
1/5/2009	FOR					01/05/09 - 15:56 - 58317
1/5/2009	FOR					nt: User has ended the hold. Hold
1/5/2009	FOR					End Date: 01/05/2009. Hold type:
1/5/2009	FOR					Loan Modification
1/5/2009	FOR					01/05/09 - 15:56 - 58317
1/5/2009	FOR					Intercom From: Luis Rodriguez,
1/5/2009	FOR					at-exet - To: Gina Avila (at-exet)
1/5/2009	FOR					/ Subject: Hold Request/Message:
1/5/2009	FOR					System updated for the following eve
1/5/2009	FOR					01/05/09 - 15:56 - 00007
1/5/2009	FOR					nded . Status: Active, approval
1/5/2009	FOR					not required.
1/5/2009	FOR					01/05/09 - 15:56 - 00007
1/5/2009	FOR					System updated for the following
1/5/2009	FOR					event: User has reprojected the
1/5/2009	FOR					step NOTS Recorded to 1/5/2009.
1/5/2009	FOR					Reason: Hold Ended. Comments: Hold E
1/6/2009	FOR					01/06/09 - 11:48 - 24186
1/6/2009	FOR					Intercom From: Rodriguez, Luis -
1/6/2009	FOR					To: Avila, Gina ; / Subject: Hold
1/6/2009	FOR					Request/
1/6/2009	FOR					01/06/09 - 14:39 - 58317
1/6/2009	FOR					Fees and costs response: Good
1/6/2009	FOR					Through:2/6/2009 Fees: 0 Costs:
1/6/2009	FOR					215.96 Comment: F/C good thru 2/6/09
1/6/2009	FOR					01/06/09 - 14:41 - 71514
1/6/2009	FOR					A fees and costs Response Comment
1/6/2009	FOR					has been completed for this loan by
1/6/2009	FOR					Jenny Herrera
1/6/2009	FOR					01/06/09 - 13:34 - 42204
1/6/2009	FOR					A fees and costs request has been
1/6/2009	FOR					entered for this loan by Novelette
1/6/2009	FOR					Robinson, good through 2/6/2009
1/6/2009	FOR					01/06/09 - 14:29 - 71514
1/6/2009	FOR					A fees and costs Response Comment
1/6/2009	FOR					has been completed for this loan by
1/6/2009	FOR					Jenny Herrera
1/8/2009	FOR					01/08/09 - 11:24 - 42204
1/8/2009	FOR					A fees and costs request has been
1/8/2009	FOR					completed for this loan by
1/8/2009	FOR					Novelette Robinson
1/8/2009	NT	PAY			T:07956	addl f/c are \$355.96,bpo \$110,pir \$30,atty f/c
1/8/2009	NT	PAY			T:07956	\$215.96 glt 02-06-09.
1/8/2009	PAY		0	70	7	ORIG TO: ADDL F/C ARE \$355.96,BPO \$
1/8/2009	PAY		0	70	7	INT TO 020609 EXP DT 020609 AMT 0111242.14
1/9/2009	FOR					01/09/09 - 16:45 - 30479
1/9/2009	FOR					User has updated the system for the
1/9/2009	FOR					following event: Sale Scheduled
1/9/2009	FOR					For, completed on 4/17/2009 (DIS)
1/9/2009	FOR					01/09/09 - 16:45 - 30479
1/9/2009	FOR					Process opened 1/9/2009 by user
1/9/2009	FOR					Connie Canada.
1/9/2009	FOR					01/09/09 - 16:35 - 30479
1/9/2009	FOR					% FeesAndCostComment% (DIS)
1/9/2009	FOR					01/09/09 - 17:23 - 24186
1/9/2009	FOR					ord by 1/15/09, wil update once
1/9/2009	FOR					rec. conf. is recieved . Status:
1/9/2009	FOR					Active, approval not required.
1/9/2009	FOR					01/09/09 - 17:23 - 24186
1/9/2009	FOR					System updated for the following
1/9/2009	FOR					event: User has reprojected the
1/9/2009	FOR					step NOTS Recorded to 1/15/2009.
1/9/2009	FOR					Reason: Other. Comments: NOTS to rec
1/15/2009	FOR					01/15/09 - 13:49 - 24186
1/15/2009	FOR					User has updated the system for the
1/15/2009	FOR					following event: NOTS Recorded,
1/15/2009	FOR					completed on 1/12/2009
1/16/2009	CBR	0	00	1	T:00000	FORECLOSURE STARTED
1/16/2009	CBR	0	00	1	T:00000	DELINQUENT: 180+ DAYS
1/20/2009	D28	0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628
1/29/2009	LMT					FILE CLOSED (7) COMPLETED 01/29/09
1/29/2009	LMT					LOSS MIT DENIED OTHER
1/29/2009	OL	0	90	5		WDOYLM - DENIAL LETTER
2/2/2009	FSV	0	00	1	T:00000	INSP TYPE F ORDERED: REQ CD =AUTO DELQ
2/2/2009	FSV	0	00	1	T:00000	DELINQ INSP HOLD RELEASED
2/3/2009	DM				T:01039	BREACH HOLD PLACED-EXPIRATION DATE 04/30/09
2/3/2009	NT	DIS			T:01039	FEMA declaratio; individual assistance;

2/3/2009	NT	DIS				T:01039	severe winter storm, flooding, and mud/
2/3/2009	NT	DIS				T:01039	hand slides and mud/
2/4/2009	CIT	ING30				T:21723	012 DONE 02/04/09 01 L R21723
2/4/2009	CIT	ING30				T:21723	012 new cit 109-corr rec'd to Fcl
2/4/2009	NT	LMT				T:15724	rcvd letter from the griffin law firm, imaged as
2/4/2009	NT	LMT				T:15724	wout, sent to Chris Quigley, ict-gee1@2863
2/9/2009	NT	FSV				T:31372	Received on Vacant log.Account in Foreclosure. Rep
2/9/2009	NT	FSV				T:31372	at Property on 02/03/09.Found Vacant/Locked.
2/9/2009	NT	FSV				T:31372	Ordered IS.***Waiting on
2/9/2009	NT	FSV				T:31372	Results*** Chakrapani,FICH.
2/9/2009	PPT						mtr
2/9/2009	PPT						TASK:0002-FSV-CHANGD FUPDT 04/09/09
2/9/2009	PPT						mtr
2/9/2009	PPT						TASK:3001-FSV-CHANGD FUPDT 04/01/09
2/9/2009	PPT						mtr
2/9/2009	PPT						TASK:2501-FSV-CHANGD FUPDT 02/23/09
2/9/2009	PPT						mtr
2/9/2009	PPT						TASK:0501-FSV-CHANGD FUPDT 02/23/09
2/9/2009	PPT						GC-START GRASS CUT (3000) COMPLETED 02/09/09
2/9/2009	PPT						START WINTERIZATION (2500) COMPLETED 02/09/09
2/9/2009	PPT						VAC-ORDERED SECURING (500) COMPLETED 02/09/09
2/9/2009	PPT						PURSUE PROP PRES (1) COMPLETED 02/09/09
2/10/2009	FSV		0	00	1	T:00000	INSP TP F RESULTS RCVD; ORD DT=02/02/09
2/11/2009	NT	LMT				T:30503	rcvd letter from the 3rd party, iamged as wout,
2/11/2009	NT	LMT				T:30503	sent to Chris Quigley, ICT-gee1@2863
2/13/2009	CBR		0	00	1	T:00000	FORECLOSURE STARTED
2/13/2009	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
2/16/2009	NT	FSV				T:20096	MCR JB # .874466_FROM_Initial Securing
2/16/2009	NT	FSV				T:20096	ORD_02/09/09_CMPLTD_02/12/09_RECVD_02/16/09
2/16/2009	NT	FSV				T:20096	UTIL_OFF_GAS_OFF_ELEC_OFF_SUMPPUMP_NO
2/16/2009	NT	FSV				T:20096	DMGS_NO_AMT_NO
2/16/2009	NT	FSV				T:20096	L/DRAFT_NO_O/A TO FLLW YES
2/16/2009	NT	FSV				T:20096	WORK CMPLTD_Lock change to main door code
2/16/2009	NT	FSV				T:20096	35241, no secondary door. Dry winterization
2/16/2009	NT	FSV				T:20096	completed per w/o now and to BATF. See bid to
2/16/2009	NT	FSV				T:20096	REP COMMENTS_remove interior health
2/16/2009	NT	FSV				T:20096	hazards, exterior debris and to pad lock shed.
2/16/2009	NT	FSV				T:20096	PRIYA FICH
2/17/2009	NT	FSV				T:19587	874466
2/17/2009	NT	FSV				T:19587	no loss draft open
2/17/2009	NT	FSV				T:19587	kim 4103 tx
2/17/2009	NT	FSV				T:19587	874466
2/17/2009	NT	FSV				T:19587	Items below have bn approved:
2/17/2009	NT	FSV				T:19587	dry wint for 75.00
2/17/2009	NT	FSV				T:19587	pdick & hsp for 70.00
2/17/2009	NT	FSV				T:19587	Items below have bn denied:
2/17/2009	NT	FSV				T:19587	idb for 250.00, edb for 500.00
2/17/2009	NT	FSV				T:19587	ihh for 36.00
2/17/2009	NT	FSV				T:19587	kim 4103 tx
2/17/2009	PPT						mtr
2/17/2009	PPT						TASK:0002-FSV-CHANGD FUPDT 04/17/09
2/17/2009	PPT						mtr
2/17/2009	PPT						TASK:2501-FSV-CHANGD FUPDT 02/12/10
2/17/2009	PPT						VAC-PROPERTY SECURE (501) COMPLETED 02/12/09
2/19/2009	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
2/23/2009	NT	CUS				T:25101	Address updated via change request received from
2/23/2009	NT	CUS				T:25101	the Post Office.
2/25/2009	NT	FSV				T:19587	161460
2/25/2009	NT	FSV				T:19587	no loss draft open
2/25/2009	NT	FSV				T:19587	kim 4103 tx
2/25/2009	NT	FSV				T:23158	MCR JB # .161460_FROM_Estimate Approval
2/25/2009	NT	FSV				T:23158	ORD_02/17/09_CMPLTD_02/19/09_RECVD_02/25/09
2/25/2009	NT	FSV				T:23158	UTIL_OFF_GAS_OFF_ELEC_OFF_SUMPPUMP_NO
2/25/2009	NT	FSV				T:23158	DMGS_NO_AMT_NO
2/25/2009	NT	FSV				T:23158	L/DRAFT_NO_O/A TO FLLW_NO
2/25/2009	NT	FSV				T:23158	WORK CMPLTD_Winterization completed on work
2/25/2009	NT	FSV				T:23158	order # 212874466 per workorder to do
2/25/2009	NT	FSV				T:23158	then and BATF, padlock and hasp shed
2/25/2009	NT	FSV				T:23158	REP COMMENTS_code A-389 per bid approval.
2/25/2009	NT	FSV				T:23158	FICH DAVID
2/27/2009	PPT						m
2/27/2009	PPT						TASK:2501-FSV-CHANGD FUPDT 10/01/09
2/27/2009	PPT						m
2/27/2009	PPT						TASK:0002-FSV-CHANGD FUPDT 04/26/09
2/27/2009	NT	FSV				T:23691	Working on MCR JB # .161460...
2/27/2009	NT	FSV				T:23691	Padlock changed, winterization completed..
2/27/2009	NT	FSV				T:23691	NO DMG
2/27/2009	NT	FSV				T:23691	NO LD
2/27/2009	NT	FSV				T:23691	Updated tasks...
2/27/2009	NT	FSV				T:23691	Sam x3343 TX
3/4/2009	FSV		0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =AUTO DELQ
3/12/2009	DMD					T:22222	00/00/00 00:00:00
3/12/2009	DMD					T:22222	00/00/00 00:00:00
3/12/2009	DMD					T:22222	03/12/09 11:25:36 NO ANS
3/13/2009	CBR		0	00	1	T:00000	FORECLOSURE STARTED
3/13/2009	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
3/13/2009	CBR		0	00	1	T:00000	CHANGE IN PRIMARY BORROWERS ADDR
3/18/2009	DMD					T:22222	00/00/00 00:00:00
3/18/2009	DMD					T:22222	00/00/00 00:00:00
3/18/2009	DMD					T:22222	03/18/09 10:56:37 NO ANS
3/18/2009	FSV		0	00	1	T:00000	INSP TP F RESULTS RCVD; ORD DT=03/04/09
3/19/2009	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
3/19/2009	D19		0	05	8		LM - FORECLOSURE REQUEST FOR CONTACT
3/23/2009	FSV		0	0	0	T:21396	INSP TYPE R ORDERED; REQ CD =1150
3/25/2009	LMT						LMT BPO/APPRaisal REC ADDED
3/26/2009	DMD					T:22222	00/00/00 00:00:00
3/26/2009	DMD					T:22222	00/00/00 00:00:00
3/26/2009	DMD					T:22222	03/26/09 10:50:12 NO ANS
3/30/2009	FOR						BIDDING INSTRUCTIONS (609) COMPLETED 03/30/09
3/30/2009	CIT	BKR20				T:21932	013 PROP PRESTRACKING=Y
3/30/2009	CIT	BKR20				T:21932	Loan Number = 5315 PIR = 0.00
3/30/2009	CIT	BKR20				T:21932	Private Label = 0.00
3/30/2009	CIT	BKR20				T:21932	Taxes = 0.00 PMI = 0.00
3/30/2009	CIT	BKR20				T:21932	PIA ACT/ACT - CREDIT SUISSE REPO = 110.00



3/30/2009	CIT	BKR20				T:21932	P&I = 0.00
3/30/2009	CIT	BKR20				T:21932	Silent 2nd = 0.00
3/30/2009	NT	HMP5				T:25107	Home Mortgage Modification Program sample
3/30/2009	NT	HMP5				T:30165	Retargeting CIT 809
3/31/2009	NT	FSV				T:30165	Open Invoices = \$71.00
3/31/2009	NT	FSV				T:30165	Pending Invoices = \$0.00
3/31/2009	NT	FSV				T:30165	Additional possible pres fees = \$250.00
3/31/2009	NT	FSV				T:30165	Total quote = \$321.00
3/31/2009	NT	FSV				T:30165	Good for the next 30 days
3/31/2009	NT	FSV				T:30165	.. FICH Har..
3/31/2009	CIT	COL40				T:30165	014 Retargeting CIT 809
3/31/2009	CIT	COL40				T:30165	Open Invoices = \$71.00
3/31/2009	CIT	COL40				T:30165	Pending Invoices = \$0.00
3/31/2009	CIT	COL40				T:30165	Additional possible pres fees = \$250.00
3/31/2009	CIT	COL40				T:30165	Total quote = \$321.00
3/31/2009	CIT	COL40				T:30165	Good for the next 30 days
3/31/2009	CIT	COL40				T:30165	.. FICH Har..
3/31/2009	CIT	CSH05				T:19326	014 new cit 809---plz supply o/s prop press fees
3/31/2009	CIT	CSH05				T:19326	glt 30 days for BID, retarget to 19326.
3/31/2009	CIT	CSH05				T:19326	thanks..
3/31/2009	CIT	CSH05				T:19326	013 DONE 03/31/09 BY TLR 19326
3/31/2009	CIT	CSH05				T:19326	TSK TYP 724-POP USE-TOT DUE
4/1/2009	CIT	CSH05				T:19326	014 DONE 04/01/09 BY TLR 19326
4/1/2009	CIT	CSH05				T:19326	TSK TYP 809-REQUEST FOR PRO
4/2/2009	DMD					T:22222	00/00/00 00:00:00
4/2/2009	DMD					T:22222	00/00/00 00:00:00
4/2/2009	DMD					T:22222	04/01/09 12:00:08 NO ANS
4/2/2009	FSV		0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =SCRIPT
4/2/2009	NT	FSV				T:01952	Loan on HFN 2501 report. Ran script to
4/2/2009	NT	FSV				T:01952	order inspection if needed.
4/3/2009	FOR						04/03/09 - 14:21 - 64702
4/3/2009	FOR						User has updated the system for the
4/3/2009	FOR						following event: Bid Calculation
4/3/2009	FOR						Completed, completed on 4/3/2009
4/6/2009	FSV		0	0	0	T:21396	INSP TP R RESULTS RCVD; ORD DT=03/23/09
4/7/2009	PPT						mtr
4/7/2009	PPT						TASK:0002-FSV-CHANGD FUPDT 04/17/09
4/7/2009	PPT						mtr
4/7/2009	PPT						TASK:3001-FSV-CHANGD FUPDT 04/17/09
4/9/2009	FSV		0	00	1	T:00000	INSP TP F RESULTS RCVD; ORD DT=04/02/09
4/10/2009	CBR		0	00	1	T:00000	FORECLOSURE STARTED
4/10/2009	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
4/14/2009	FOR						04/13/09 - 17:35 - 00007
4/14/2009	FOR						User has updated the system for the
4/14/2009	FOR						following event: Notify Attorney of
4/14/2009	FOR						Postponement Request, completed on
4/14/2009	FOR						4/13/2009
4/14/2009	NT	FSV				T:30167	MCR JB # .849735_FROM_Yard Maintenance -Cycle
4/14/2009	NT	FSV				T:30167	ORD_04/07/09_CMPLTED_04/10/09_RECVD_04/14/09
4/14/2009	NT	FSV				T:30167	UTIL_OFF_GAS_OFF_ELEC_OFF_SUMPPUMP_NO
4/14/2009	NT	FSV				T:30167	DMGS_NO_AMT_NO
4/14/2009	NT	FSV				T:30167	L/DRAFT_NO_O/A TO FLLW_YES
4/14/2009	NT	FSV				T:30167	WORK CMPLTD_trip charge to follow,see grass cut
4/14/2009	NT	FSV				T:30167	for bid lot size 120x180 20 and thick/wet.
4/14/2009	NT	FSV				T:30167	REP COMMENTS_RAO FICH
4/16/2009	FOR						04/16/09 - 12:23 - 57127
4/16/2009	FOR						User has updated the system for the
4/16/2009	FOR						following event: Confirmed Sale Has
4/16/2009	FOR						Been Postponed, completed on
4/16/2009	FOR						4/16/2009
4/16/2009	DM					T:31822	B1 CI STATED THT SHE IS WAITING FOR FUNDS TO FIX
4/16/2009	DM					T:31822	THE PROP AND WANTED TO HOLD THE FCL SALES ADVS THT
4/16/2009	DM					T:31822	FCL HAS BEEN THE PROP ON HLD ALSO GAVE ATTY NUMBER
4/16/2009	DM					T:31822	ALSO ADVS OF FCL AND FEE'S AND NEG CRDT
4/16/2009	DM					T:31822	E.ROBINSON6306
4/16/2009	DM					T:31822	ACTION/RESULT CD CHANGED FROM BRLM TO LMDC
4/17/2009	FOR						TASK:0605-FCL-CHANGD FUPDT 05/08/09
4/17/2009	FOR						SALE SCHEDULED (604) COMPLETED 04/17/09
4/17/2009	FOR						04/17/09 - 17:05 - 57127
4/17/2009	FOR						User has completed the Sale
4/17/2009	FOR						Scheduled For data form with the
4/17/2009	FOR						following entries: : Client Request
4/17/2009	FOR						04/17/09 - 17:05 - 57127
4/17/2009	FOR						009. Reason: Sale pp'd due to
4/17/2009	FOR						moratorium
4/17/2009	FOR						04/17/09 - 17:05 - 57127
4/17/2009	FOR						User has updated the system for the
4/17/2009	FOR						following event: Sale Scheduled
4/17/2009	FOR						For. User changed date completed
4/17/2009	FOR						from 4/17/2009 to completed on 5/8/2
4/20/2009	PPT						mtr
4/20/2009	PPT						TASK:0002-FSV-CHANGD FUPDT 06/17/09
4/20/2009	NT	FSV				T:23157	Fell in queue for 3001 task.** Reported O/A
4/20/2009	NT	FSV				T:23157	Submitted.** No work done.FICH - srinivasan
4/20/2009	PPT						mtr
4/20/2009	PPT						TASK:3001-FSV-CHANGD FUPDT 04/24/09
4/21/2009	DMD					T:22222	00/00/00 00:00:00
4/21/2009	DMD					T:22222	00/00/00 00:00:00
4/21/2009	DMD					T:22222	04/21/09 19:29:06 HANGUP IN Q
4/21/2009	D28		0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628
4/22/2009	DMD					T:22222	00/00/00 00:00:00
4/22/2009	DMD					T:22222	00/00/00 00:00:00
4/22/2009	DMD					T:22222	04/22/09 19:29:22 MSG ANS MACH
4/22/2009	FOR						BIDDING INSTRUCTIONS (609) COMPLETED 04/22/09
4/22/2009	FOR						BIDDING INSTRUCTIONS (609) UNCOMPLETED
4/22/2009	CIT	BKR20				T:21932	015 PROP PRESTRACKING=Y
4/22/2009	CIT	BKR20				T:21932	Loan Number = 5315 PIR = 0.00
4/22/2009	CIT	BKR20				T:21932	Private Label = 0.00
4/22/2009	CIT	BKR20				T:21932	Taxes = 0.00 PMI = 0.00
4/22/2009	CIT	BKR20				T:21932	PIA ACT/ACT - CREDIT SUISS REPO = 110.00
4/22/2009	CIT	BKR20				T:21932	P&I = 0.00
4/22/2009	CIT	BKR20				T:21932	Silent 2nd = 0.00
4/23/2009	DMD					T:22222	00/00/00 00:00:00
4/23/2009	DMD					T:22222	00/00/00 00:00:00



4/23/2009	DMD					T:22222	04/23/09 19:21:39 4
4/23/2009	CIT	FSV				T:19339	015 DONE 04/23/09 BY TLR 19339
4/23/2009	ET	FSV				T:19339	TSK TYP 722 TEP USE FOR DUE
4/24/2009	DMD					T:22222	00/00/00 00:00:00
4/24/2009	DMD					T:22222	04/24/09 19:30:12 4
4/27/2009	NT	GCS				T:30166	Fell in queue for 3001 task. Acct in FCL,**
4/27/2009	NT	GCS				T:30166	Reported O/A Submitted.** No work done.FICH -
4/27/2009	NT	GCS				T:30166	PRINCE
4/27/2009	NT	FSV				T:30166	Fell in queue for 3001 task. Acct in FCL,**
4/27/2009	NT	FSV				T:30166	Reported O/A Submitted.** No work done.FICH -
4/27/2009	NT	FSV				T:30166	PRINCE
4/27/2009	PPT						mtr
4/27/2009	PPT						TASK:3001-FSV-CHANGD FUPDT 05/01/09
4/28/2009	FOR						04/28/09 - 12:08 - 64725
4/28/2009	FOR						on 5/1/2009. Reason: Sale date was
4/28/2009	FOR						PP.
4/28/2009	FOR						04/28/09 - 12:08 - 64725
4/28/2009	FOR						User has updated the system for the
4/28/2009	FOR						following event: Bid Calculation
4/28/2009	FOR						Completed. User changed date
4/28/2009	FOR						completed from 4/3/2009 to completed
4/29/2009	PPT						mtr
4/29/2009	PPT						TASK:0002-FSV-CHANGD FUPDT 05/08/09
4/29/2009	PPT						MTR
4/29/2009	PPT						TASK:3001-FSV-CHANGD FUPDT 05/08/09
5/4/2009	FSV		0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =AUTO DELQ
5/4/2009	FOR						05/04/09 - 16:37 - 84378
5/4/2009	FOR						User has updated the system for the
5/4/2009	FOR						following event: Bid Approved,
5/4/2009	FOR						completed on 5/4/2009
5/4/2009	FOR						05/04/09 - 16:37 - 84378
5/4/2009	FOR						User has updated the system for the
5/4/2009	FOR						following event: Bidding
5/4/2009	FOR						Instructions To Attorney, completed
5/4/2009	FOR						on 5/4/2009
5/4/2009	FOR						05/04/09 - 16:37 - 84378
5/4/2009	FOR						User has updated the system for the
5/4/2009	FOR						following event: Bidding
5/4/2009	FOR						Instructions Received By Attorney,
5/4/2009	FOR						completed on 5/4/2009
5/5/2009	NT	FSV				T:19587	849735
5/5/2009	NT	FSV				T:19587	no loss draft open
5/5/2009	NT	FSV				T:19587	kim 4103 tx
5/5/2009	PPT						mtr
5/5/2009	PPT						TASK:3001-FSV-CHANGD FUPDT 05/13/09
5/8/2009	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
5/8/2009	ET		0	0	0		ARM CHANGE NOTICE SCHEDULED FOR 05/11/09
5/8/2009	FOR						05/08/09 - 13:54 - 31580
5/8/2009	FOR						User has completed the Sale
5/8/2009	FOR						Scheduled For data form with the
5/8/2009	FOR						following entries: Sale
5/8/2009	FOR						Postponement Reason: : Bankruptcy Fi
5/8/2009	FOR						05/08/09 - 13:55 - 31580
5/8/2009	FOR						BK FILED
5/8/2009	FOR						05/08/09 - 13:54 - 31580
5/8/2009	FOR						led
5/8/2009	FOR						05/08/09 - 13:55 - 31580
5/8/2009	FOR						User has updated the system for the
5/8/2009	FOR						following event: Sale Scheduled
5/8/2009	FOR						For, User changed date completed
5/8/2009	FOR						from 5/8/2009 to incomplete. Reason:
5/8/2009	BKR						UPDATED BY INTERFACE
5/8/2009	BKR						TASK:1503-BKR-CHANGD FUPDT 09/06/09
5/8/2009	BKR						UPDATED BY INTERFACE
5/8/2009	BKR						TASK:1601-BKR-CHANGD FUPDT 06/08/09
5/8/2009	BKR						UPDATE BY INTERFACE
5/8/2009	CIT	BKR20				T:16211	016 CIT 895 Chapter 13 filed on: 5/7/2009 By:
5/8/2009	CIT	BKR20				T:16211	LINDA CAROL NICHOLLS as Case Number 09-14423
5/8/2009	CIT	BKR20				T:16211	District: WESTERN (SEATTLE) Debtors Atty and
5/8/2009	CIT	BKR20				T:16211	Phone No: PRO SE
5/11/2009	FOR						05/11/09 - 09:27 - 56351
5/11/2009	FOR						Process opened 5/11/2009 by user
5/11/2009	FOR						Evelyn Rivera.
5/11/2009	BKR						05/09/09 - 07:18 - 00007
5/11/2009	BKR						Process opened 5/9/2009 by user
5/11/2009	BKR						Fidelity AutoProc.
5/11/2009	BKR						05/09/09 - 07:18 - 00007
5/11/2009	BKR						Process opened 5/9/2009 by user
5/11/2009	BKR						Fidelity AutoProc.
5/11/2009	FOR						05/11/09 - 09:27 - 56351
5/11/2009	FOR						User has updated the system for the
5/11/2009	FOR						following event: Attorney Notified
5/11/2009	FOR						to Place File on Hold, completed on
5/11/2009	FOR						5/11/2009
5/11/2009	FOR						05/11/09 - 09:38 - 57127
5/11/2009	FOR						User has updated the system for the
5/11/2009	FOR						following event: Attorney Confirmed
5/11/2009	FOR						File on Hold, completed on 5/11/2009
5/11/2009	PPT						mtr
5/11/2009	PPT						TASK:0002-FSV-CHANGD FUPDT 06/11/09
5/11/2009	PPT						mtr
5/11/2009	PPT						TASK:3001-FSV-CHANGD FUPDT 05/17/09
5/11/2009	BKR						FILING NOTIFICATION (1501) COMPLETED 05/11/09
5/11/2009	BKR						BANKRUPTCY FILED (1500) COMPLETED 05/07/09
5/11/2009	CIT	BKR				T:04738	016 DONE 05/11/09 BY TLR 04738
5/11/2009	CIT	BKR				T:04738	TSK TYP 895-NOTIFICATN - NE
5/11/2009	CIT	BKR				T:04738	016 closing cit 895; bk already loaded;Chapter 13
5/11/2009	CIT	BKR				T:04738	filed on: 5/7/2009 By: LINDA CAROL NICHOLLS as
5/11/2009	CIT	BKR				T:04738	Case Number 09-14423
5/12/2009	D19		0	04	8		ARM CHANGE NOTICE CREATED - LETTER
5/12/2009	NT	FSV				T:23157	MCR JB # .322678_FROM_Yard Maintenance -Cycle
5/12/2009	NT	FSV				T:23157	ORD_04/29/09_CMPLTED_05/04/09_RECVD_05/12/09
5/12/2009	NT	FSV				T:23157	UTIL_OFF_GAS_OFF_ELEC_OFF_SUMPPUMP_NO
5/12/2009	NT	FSV				T:23157	DMGS_NO_AMT_NO

5/12/2009	NT	FSV				T:23157	L/DRAFT NO. O/A TO FLLW NO
5/12/2009	NT	FSV				T:23157	WORK (MPT) IS APPROX completed period
5/12/2009	NT	FSV				T:23157	APPROX \$150.00
5/12/2009	NT	FSV				T:23157	APPROX \$150.00
5/14/2009	FSV		0	00	1	T:00000	INSP TPF RESULTS RCVD; ORD DT 05/04/09
5/18/2009	FOR						05/18/09 - 16:34 - 39776
5/18/2009	FOR						A fees and costs request has been
5/18/2009	FOR						entered for this loan by Lisa Dahl,
5/18/2009	FOR						good through 5/7/2009
5/18/2009	NT	BK				T:18963	Newtrak issue opened: Please advise as to who the
5/18/2009	NT	BK				T:18963	current note holder is for this loan in which we
5/18/2009	NT	BK				T:18963	will proceed with the legal action.
5/19/2009	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
5/20/2009	BKR						05/20/09 - 11:54 - 39776
5/20/2009	BKR						User has updated the system for the
5/20/2009	BKR						following event: Plan Review
5/20/2009	BKR						Referred to Attorney, completed on
5/20/2009	BKR						5/20/2009
5/20/2009	BKR						05/20/09 - 11:54 - 39776
5/20/2009	BKR						User has updated the system for the
5/20/2009	BKR						following event: Plan Review
5/20/2009	BKR						Received by Attorney, completed on
5/20/2009	BKR						5/20/2009
5/20/2009	BKR						05/20/09 - 14:44 - 00007
5/20/2009	BKR						Bankruptcy - POC (NIE Id# 12251332)
5/20/2009	BKR						sent to Pite Duncan, LLP at
5/20/2009	BKR						5/20/2009 2:43:31 PM by Automated
5/20/2009	BKR						Tasks
5/20/2009	BKR						05/20/09 - 11:49 - 39776
5/20/2009	BKR						Process opened 5/20/2009 by user
5/20/2009	BKR						Lisa Dahl.
5/20/2009	BKR						05/20/09 - 11:49 - 39776
5/20/2009	BKR						Process opened 5/20/2009 by user
5/20/2009	BKR						Lisa Dahl.
5/20/2009	BKR						05/20/09 - 11:54 - 39776
5/20/2009	BKR						User has updated the system for the
5/20/2009	BKR						following event: Proof of Claim
5/20/2009	BKR						Referred to Attorney, completed on
5/20/2009	BKR						5/20/2009
5/20/2009	BKR						05/20/09 - 11:54 - 39776
5/20/2009	BKR						User has updated the system for the
5/20/2009	BKR						following event: Proof of Claim
5/20/2009	BKR						Received by Attorney, completed on
5/20/2009	BKR						5/20/2009
5/20/2009	BKR						05/20/09 - 11:54 - 39776
5/20/2009	BKR						User has updated the system for the
5/20/2009	BKR						following event: Proof of Claim
5/20/2009	BKR						Received by Attorney, completed on
5/20/2009	BKR						5/20/2009
5/20/2009	BKR						05/20/09 - 11:54 - 39776
5/20/2009	BKR						User has updated the system for the
5/20/2009	BKR						following event: Proof of Claim
5/20/2009	BKR						Screen Set Up in Client System,
5/20/2009	BKR						completed on 5/20/2009
5/20/2009	FOR						05/20/09 - 11:45 - 39776
5/20/2009	FOR						A fees and costs request has been
5/20/2009	FOR						completed for this loan by Lisa Dahl
5/20/2009	FOR						05/20/09 - 08:12 - 58317
5/20/2009	FOR						IF HOLD IS REMOVE FEES AND COSTS
5/20/2009	FOR						WILL INCREASE
5/20/2009	FOR						05/20/09 - 08:12 - 58317
5/20/2009	FOR						Fees and costs response: Good
5/20/2009	FOR						Through:5/7/2009 Fees: 0 Costs: 0
5/20/2009	FOR						Comment: FILE IS ON BK HOLD THERE
5/20/2009	FOR						ARE \$0.00 FEES AND COSTS OUTSTANDING
5/20/2009	FOR						05/20/09 - 08:11 - 58317
5/20/2009	FOR						A fees and costs Response Comment
5/20/2009	FOR						has been completed for this loan by
5/20/2009	FOR						Luis Rodriguez
5/20/2009	CIT					T:20097	018 New cit 950. Please advise if we can secure,
5/20/2009	CIT					T:20097	cut grass and winterize vacant property.
5/20/2009	CIT					T:20097	Please retarget back to "teller 19587".
5/20/2009	CIT					T:20097	FICH - RAJU
5/20/2009	PPT						MTR
5/20/2009	PPT						TASK:0002-FSV-CHANGD FUPDT 07/20/09
5/20/2009	PPT						MTR
5/20/2009	PPT						TASK:0500-FSV-CHANGD FUPDT 06/20/09
5/20/2009	PPT						PURSUe PROP PRES (1) COMPLETED 05/20/09
5/20/2009	CIT	BKR20				T:18963	017 Applied \$903.06 from escrow shortage to bk
5/20/2009	CIT	BKR20				T:18963	POC. First payment due 06/01/09. Please
5/20/2009	CIT	BKR20				T:18963	adjust payment amount.
5/20/2009	BKR						ACTIVATE REPMT PLAN (1533) COMPLETED 05/20/09
5/20/2009	BKR						ORDER PROOF OF CLAIM (1502) COMPLETED 05/20/09
5/21/2009	CIT	ESC05				T:01749	017 DONE 05/21/09 BY TLR 01749
5/21/2009	CIT	ESC05				T:01749	TSK TYP 315-POST PETITION B
5/21/2009	CIT	ESC05				T:01749	017 closing cit 315-analyzed eff 6-09 1126.55
5/21/2009	VEA		0	00	0		ONLINE ESCROW ANALYSIS SENT TO PRINT VEND0
5/21/2009	CIT	ESC05				T:01749	020 NEW CIT 319-MAN ANL DELQ SURP
5/21/2009	CIT	ESC05				T:01749	019 NEW CIT 319-MAN ANL DELQ SURP
5/22/2009	CIT	BKR20				T:22999	018 Debtor is Pro Se and can not be contacted.
5/22/2009	CIT	BKR20				T:22999	Please refrain from proceeding with property
5/22/2009	CIT	BKR20				T:22999	preservation. However, if an emergency exists
5/22/2009	CIT	BKR20				T:22999	that requires the property to be immediately
5/22/2009	CIT	BKR20				T:22999	secured, please provide our firm with this
5/22/2009	CIT	BKR20				T:22999	information
5/26/2009	CIT	ESC05				T:01261	020 DONE 05/26/09 BY TLR 01261
5/26/2009	CIT	ESC05				T:01261	TSK TYP 319-MAN ANL DELQ SU
5/26/2009	CIT	ESC05				T:01261	020 CLOSING CIT #319 - ADDED TO UNRLSD SURP
5/26/2009	CIT	ESC05				T:01261	TRACKING REPT
5/26/2009	CIT	ESC05				T:01261	019 DONE 05/26/09 BY TLR 01261
5/26/2009	CIT	ESC05				T:01261	TSK TYP 319-MAN ANL DELQ SU

5/26/2009	CIT	ESC05				T:01261	019 CLOSING CIT #319 - ADDED TO UNRLSD SURP
5/26/2009	CIT	ESC05				T:01261	TRACKING REPORT
5/27/2009	NT	FSV				T:25101	Inspection Note Placed on 26/05/2009 - Account remains
5/27/2009	NT	FSV				T:01261	Declaration report.
5/28/2009	BKR						UPDATED BY INTERFACE
5/28/2009	BKR						DISMISS (2640) COMPLETED 05/27/09
5/28/2009	BKR						UPDATED BY INTERFACE
5/28/2009	BKR						UPDATED BY INTERFACE
5/28/2009	ITR						
5/29/2009	BKR						05/29/09 - 12:38 - 44466
5/29/2009	BKR						Process opened 5/29/2009 by user
5/29/2009	BKR						Gabrielle Angle.
5/29/2009	BKR						05/29/09 - 12:38 - 44466
5/29/2009	BKR						urt Dismissal
5/29/2009	BKR						05/29/09 - 12:38 - 44466
5/29/2009	BKR						User has completed the Ch 13 BK
5/29/2009	BKR						Closing data form with the
5/29/2009	BKR						following entries: Reason for
5/29/2009	BKR						Closing Ch 13 Bankruptcy File?: : Co
5/29/2009	BKR						05/29/09 - 12:38 - 44466
5/29/2009	BKR						User has completed the Ch 13
5/29/2009	BKR						Reason data form with the following
5/29/2009	BKR						entries: Reason for Closing Ch 13
5/29/2009	BKR						Bankruptcy File?: : Court Dismissal
5/29/2009	BKR						05/29/09 - 12:38 - 44466
5/29/2009	BKR						User has updated the system for the
5/29/2009	BKR						following event: Chapter 13 Closing
5/29/2009	BKR						Reason, completed on 5/27/2009
5/29/2009	BKR						05/29/09 - 12:39 - 44466
5/29/2009	BKR						User has updated the system for the
5/29/2009	BKR						following event: Chapter 13 Closing
5/29/2009	BKR						Reason Effective Date, completed on
5/29/2009	BKR						5/27/2009
5/29/2009	BKR						05/29/09 - 12:39 - 44466
5/29/2009	BKR						User has updated the system for the
5/29/2009	BKR						following event: Chapter 13
5/29/2009	BKR						Processes Closed in NewTrak,
5/29/2009	BKR						completed on 5/29/2009
5/29/2009	BKR						05/29/09 - 12:39 - 44466
5/29/2009	BKR						User has updated the system for the
5/29/2009	BKR						following event: Invoice Submitted,
5/29/2009	BKR						completed on 5/29/2009
5/29/2009	BKR						05/29/09 - 12:39 - 44466
5/29/2009	BKR						User has updated the system for the
5/29/2009	BKR						following event: Fees and Costs
5/29/2009	BKR						Reconciled, completed on 5/29/2009
5/29/2009	BKR						05/29/09 - 12:39 - 44466
5/29/2009	BKR						User has updated the system for the
5/29/2009	BKR						following event: Client System
5/29/2009	BKR						Closed, completed on 5/29/2009
5/29/2009	BKR						REVIEW & CLOSE FILE (1530) COMPLETED 05/29/09
6/3/2009	FSV		0	00	1	T:00000	INSP TYPE F ORDERED: REQ CD =AUTO DELQ
6/6/2009	DM					T:13031	PROP BEING RINEVATED. MG2257
6/6/2009	DM					T:13031	ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
6/8/2009	BKR						05/20/09 - 12:00 - 39776
6/8/2009	BKR						Case Number: 0914423
6/8/2009	BKR						1601
6/8/2009	BKR						Completed: 2009/06/08
6/11/2009	FOR						06/11/09 - 16:26 - 36367
6/11/2009	FOR						e TDUS on 10/8/08. We received a
6/11/2009	FOR						fax from Mr. Robertson. He has
6/11/2009	FOR						been trying to obtain a payoff o
6/11/2009	FOR						06/11/09 - 16:26 - 36367
6/11/2009	FOR						e ? - URGENT Message: Hi
6/11/2009	FOR						Peggy. The 2nd TD held a
6/11/2009	FOR						foreclosure sale and prop was sold
6/11/2009	FOR						to Duncan Robertson. He recorded th
6/11/2009	FOR						06/11/09 - 16:26 - 36367
6/11/2009	FOR						00 PM From: Linda Brittain To:
6/11/2009	FOR						Peggy Hong CC: Message Type:
6/11/2009	FOR						Response Needed Vendor: WA-133027-C
6/11/2009	FOR						Subject: Postpone Sale 6/12/09 sal
6/11/2009	FOR						06/11/09 - 16:26 - 36367
6/11/2009	FOR						Intercom From: Linda Brittain - To:
6/11/2009	FOR						Kerr,John; / 12/09 sale ? -
6/11/2009	FOR						URGENT/Message: --- Forwarded
6/11/2009	FOR						Message --- Sent: 6/11/2009 1:21:
6/11/2009	FOR						06/11/09 - 16:26 - 36367
6/11/2009	FOR						spondence has been uploaded in NIE
6/11/2009	FOR						under attorney correspondence
6/11/2009	FOR						id# 51279726
6/11/2009	FOR						06/11/09 - 16:26 - 36367
6/11/2009	FOR						time to order
6/11/2009	FOR						payoff/reinstatement. Please
6/11/2009	FOR						advise if sale can be postponed and
6/11/2009	FOR						for the length of time. The corre
6/11/2009	FOR						06/11/09 - 16:26 - 36367
6/11/2009	FOR						se# 09-14423 has been dismissed.
6/11/2009	FOR						The sale date is set for tomorrow
6/11/2009	FOR						6/12/1009. Mr. Robertson is
6/11/2009	FOR						requesting sale postponement to have
6/11/2009	FOR						06/11/09 - 16:26 - 36367
6/11/2009	FOR						Linda Brittain - (Cont) - n Gmac's
6/11/2009	FOR						1st td loan but has been unable to
6/11/2009	FOR						since the file has been in bkp
6/11/2009	FOR						staus. Per MtgServ notes bkp ca
6/11/2009	FOR						06/11/09 - 13:24 - 31580
6/11/2009	FOR						Process opened 6/11/2009 by user
6/11/2009	FOR						Patricia Lambengco.
6/11/2009	FOR						TASK:0605-FCL-CHANGD FUPDT 06/12/09
6/11/2009	FOR						06/11/09 - 13:21 - 36367
6/11/2009	FOR						smitted. The sale date is set for
6/11/2009	FOR						tomorrow 6/12/1009. Mr. Robertson
6/11/2009	FOR						is requesting
6/11/2009	FOR						06/11/09 - 13:21 - 36367

6/11/2009	FOR					yoff on Gmac's 1st td loan but has
6/11/2009	FOR					been unable to open the file as
6/11/2009	FOR					been in bkp status - Per Magoni
6/11/2009	FOR					06/11/09 - 13:21 - 36367
6/11/2009	FOR					was sold to Duncan Robertson. He
6/11/2009	FOR					recorded the TDUS on 10/8/08. We
6/11/2009	FOR					received a fax from Mr. Robertson
6/11/2009	FOR					. He has been trying to obtain a pa
6/11/2009	FOR					06/11/09 - 13:21 - 36367
6/11/2009	FOR					Intercom From: Linda Brittain - To:
6/11/2009	FOR					Hong,Peggy; / 12/09 sale ? -
6/11/2009	FOR					URGENT/Message: Hi Peggy. The 2nd
6/11/2009	FOR					TD held a foreclosure sale and prop
6/11/2009	FOR					06/11/09 - 13:21 - 36367
6/11/2009	FOR					for the length of time. The
6/11/2009	FOR					correspondence has been uploaded in
6/11/2009	FOR					NIE under attorney correspondence
6/11/2009	FOR					id# 51279726
6/11/2009	FOR					06/11/09 - 13:21 - 36367
6/11/2009	FOR					Linda Brittain - (Cont) - sale
6/11/2009	FOR					postponement to have time to order
6/11/2009	FOR					payoff/reinstatement. Please
6/11/2009	FOR					advise if sale can be postponed and
6/11/2009	FOR					06/11/09 - 13:21 - 39245
6/11/2009	FOR					nt: User has ended the hold. Hold
6/11/2009	FOR					End Date: 06/11/2009. Hold type:
6/11/2009	FOR					Bankruptcy Filed
6/11/2009	FOR					06/11/09 - 13:21 - 39245
6/11/2009	FOR					Intercom From: Mary Lynch, GMAC -
6/11/2009	FOR					To: Patricia Lambengo (at-exet) /
6/11/2009	FOR					Subject: Hold Request/Message:
6/11/2009	FOR					System updated for the following eve
6/11/2009	FOR					06/11/09 - 13:21 - 00007
6/11/2009	FOR					nts: Hold Ended . Status: Active,
6/11/2009	FOR					approval not required.
6/11/2009	FOR					06/11/09 - 13:21 - 00007
6/11/2009	FOR					System updated for the following
6/11/2009	FOR					event: User has reprojected the
6/11/2009	FOR					step Sale Scheduled For to
6/11/2009	FOR					6/11/2009. Reason: Hold Ended. Comme
6/11/2009	FOR					06/11/09 - 13:22 - 39245
6/11/2009	FOR					Process opened 6/11/2009 by user
6/11/2009	FOR					Mary Lynch.
6/11/2009	FOR					06/11/09 - 13:22 - 39245
6/11/2009	FOR					User has updated the system for the
6/11/2009	FOR					following event: Advised Counsel to
6/11/2009	FOR					Proceed with foreclosure, completed
6/11/2009	FOR					on 6/11/2009
6/11/2009	FOR					06/11/09 - 13:25 - 31580
6/11/2009	FOR					ed: 05/27/2009
6/11/2009	FOR					06/11/09 - 13:25 - 31580
6/11/2009	FOR					Petition #: 09-14423-PHB
6/11/2009	FOR					Assigned to: Philip H. Brandt
6/11/2009	FOR					Chapter 13 Voluntary Asset Date
6/11/2009	FOR					filed: 05/07/2009 Debtor dismiss
6/11/2009	FOR					06/11/09 - 13:25 - 31580
6/11/2009	FOR					""BK HOLD ENDED FOR CASE #09-14423
6/11/2009	FOR					/ CASE DISMISSED 5/27/09"" U.S.
6/11/2009	FOR					Bankruptcy Court Western District
6/11/2009	FOR					of Washington (Seattle) Bankruptcy
6/11/2009	FOR					06/11/09 - 13:23 - 31580
6/11/2009	FOR					User has updated the system for the
6/11/2009	FOR					following event: Sale Scheduled
6/11/2009	FOR					For, completed on 6/12/2009
6/12/2009	CBR	0	00	1	T:00000	FORECLOSURE STARTED
6/12/2009	CBR	0	00	1	T:00000	DELINQUENT: 180+ DAYS
6/12/2009	CBR	0	00	1	T:00000	PB CHAPTER 13 BANKRUPTCY DISMISSED
6/12/2009	FOR					06/12/09 - 10:59 - 36367
6/12/2009	FOR					t
6/12/2009	FOR					06/12/09 - 10:59 - 36367
6/12/2009	FOR					User has completed the Sale
6/12/2009	FOR					Scheduled For data form with the
6/12/2009	FOR					following entries: Sale
6/12/2009	FOR					Postponement Reason: : Client Reques
6/12/2009	FOR					06/12/09 - 10:59 - 36367
6/12/2009	FOR					: new sale date 7/10/09
6/12/2009	FOR					06/12/09 - 10:59 - 36367
6/12/2009	FOR					User has updated the system for the
6/12/2009	FOR					following event: Sale Scheduled
6/12/2009	FOR					For. User changed date completed
6/12/2009	FOR					from 6/12/2009 to incomplete. Reason
6/12/2009	FOR					06/12/09 - 10:59 - 36367
6/12/2009	FOR					User has updated the system for the
6/12/2009	FOR					following event: Sale Scheduled
6/12/2009	FOR					For, completed on 7/10/2009
6/12/2009	FOR					06/12/09 - 11:13 - 36367
6/12/2009	FOR					Intercom From: Hong, Peggy - To:
6/12/2009	FOR					Brittain, Linda; / 12/09 sale ? -
6/12/2009	FOR					URGENT/
6/12/2009	FOR					06/12/09 - 11:15 - 36367
6/12/2009	FOR					ttain Subject: Postpone Sale
6/12/2009	FOR					6/12/09 sale ? - URGENT Hi Peggy.
6/12/2009	FOR					The 2nd TD held a forecl
6/12/2009	FOR					06/12/09 - 11:15 - 36367
6/12/2009	FOR					y Hong Subject: Re: Postpone
6/12/2009	FOR					Sale 6/12/09 sale ? - URGENT
6/12/2009	FOR					Linda, what is TD? Did this
6/12/2009	FOR					sale go thru? From: Linda Bri
6/12/2009	FOR					06/12/09 - 11:15 - 36367
6/12/2009	FOR					allow the 2nd TD holder to obtain
6/12/2009	FOR					payoff figures...he was unable to
6/12/2009	FOR					as the loan was in bkp but has now
6/12/2009	FOR					been dismissed.... From: Pegg
6/12/2009	FOR					06/12/09 - 11:15 - 36367

6/12/2009	FOR					Intercom From: Linda Brittain - To: Hong Peggy; / 12/09 sale ? - URGENT/Message: Mr. TD - Trustee
6/12/2009	FOR	12-12020-mg	Doc 8072-24	Filed 02/05/15	Entered 02/05/15 15:54:23	Exhibit Q
6/12/2009	FOR					to Declaration Pg 31 of 100
6/12/2009	FOR					06/12/09 - 11:15 - 36367
6/12/2009	FOR					ing sale postponement to have time
6/12/2009	FOR					to order payoff/reinstatement.
6/12/2009	FOR					Please advise if sale can
6/12/2009	FOR					06/12/09 - 11:15 - 36367
6/12/2009	FOR					Per MtgServ notes bkp case#
6/12/2009	FOR					09-14423 has been dismissed. The
6/12/2009	FOR					sale date is set for tomorrow
6/12/2009	FOR					6/12/1009. Mr. Robertson is request
6/12/2009	FOR					06/12/09 - 11:15 - 36367
6/12/2009	FOR					r. Robertson . He has been trying
6/12/2009	FOR					to obtain a payoff on Gmac's 1st td
6/12/2009	FOR					loan but has been unable to since
6/12/2009	FOR					the file has been in bkp staus.
6/12/2009	FOR					06/12/09 - 11:15 - 36367
6/12/2009	FOR					Linda Brittain - (Cont) - osure
6/12/2009	FOR					sale and prop was sold to Duncan
6/12/2009	FOR					Robertson. He recorded the TDUS on
6/12/2009	FOR					10/8/08. We received a fax from M
6/12/2009	FOR					06/12/09 - 11:15 - 36367
6/12/2009	FOR					y correspondence id# 51279726
6/12/2009	FOR					06/12/09 - 11:15 - 36367
6/12/2009	FOR					Linda Brittain - (Cont) - be
6/12/2009	FOR					postponed and for the length of
6/12/2009	FOR					time. The correspondence has
6/12/2009	FOR					been uploaded in NIE under attorne
6/12/2009	FOR					06/12/09 - 10:41 - 39329
6/12/2009	FOR					Intercom From: Brittain, Linda -
6/12/2009	FOR					To: Hong, Peggy; / 12/09 sale ? -
6/12/2009	FOR					URGENT/
6/12/2009	FOR					06/12/09 - 10:45 - 36367
6/12/2009	FOR					Intercom From: Kerr, John - To:
6/12/2009	FOR					Brittain, Linda; / 12/09 sale ? -
6/12/2009	FOR					URGENT/
6/12/2009	FOR					06/12/09 - 10:57 - 36367
6/12/2009	FOR					attorney correspondence id#
6/12/2009	FOR					126067349 The Griffin Law Firm
6/12/2009	FOR					Fax# 916-418-1044 Status: Active
6/12/2009	FOR					06/12/09 - 10:57 - 36367
6/12/2009	FOR					ue Comments: New Owner that
6/12/2009	FOR					purchased propr from 2nd td fcl
6/12/2009	FOR					sale requesting Payoff...letter
6/12/2009	FOR					with all info uploanded in NIE under
6/12/2009	FOR					06/12/09 - 10:57 - 36367
6/12/2009	FOR					System updated for the following
6/12/2009	FOR					event: User has created a
6/12/2009	FOR					Process-Level issue for this
6/12/2009	FOR					loan.Issue Type: Payoff Request. Iss
6/12/2009	FOR					06/12/09 - 11:00 - 39329
6/12/2009	FOR					ac's 1st td loan but has been
6/12/2009	FOR					unable to since the file has been
6/12/2009	FOR					in bkp staus. Per M
6/12/2009	FOR					06/12/09 - 11:00 - 39329
6/12/2009	FOR					to Duncan Robertson. He recorded
6/12/2009	FOR					the TDUS on 10/8/08. We received a
6/12/2009	FOR					fax from Mr. Robertson . He has
6/12/2009	FOR					been trying to obtain a payoff on Gm
6/12/2009	FOR					06/12/09 - 11:00 - 39329
6/12/2009	FOR					From: Linda Brittain Subject:
6/12/2009	FOR					Postpone Sale 6/12/09 sale ? -
6/12/2009	FOR					URGENT Hi Peggy. The 2nd TD held
6/12/2009	FOR					a foreclosure sale and prop was sold
6/12/2009	FOR					06/12/09 - 11:00 - 39329
6/12/2009	FOR					Intercom From: Peggy Hong - To:
6/12/2009	FOR					Brittain,Linda; / 12/09 sale ? -
6/12/2009	FOR					URGENT/Message: Linda, what is
6/12/2009	FOR					TD? Did this sale go thru?
6/12/2009	FOR					06/12/09 - 11:00 - 39329
6/12/2009	FOR					for the length of time. The
6/12/2009	FOR					correspondence has been uploaded in
6/12/2009	FOR					NIE under attorney correspondence
6/12/2009	FOR					id# 51279726
6/12/2009	FOR					06/12/09 - 11:00 - 39329
6/12/2009	FOR					on is requesting sale postponement
6/12/2009	FOR					to have time to order
6/12/2009	FOR					payoff/reinstatement. Please
6/12/2009	FOR					advise if sale can be postponed and
6/12/2009	FOR					06/12/09 - 11:00 - 39329
6/12/2009	FOR					Peggy Hong - (Cont) - tgServ notes
6/12/2009	FOR					bkp case# 09-14423 has been
6/12/2009	FOR					dismissed. The sale date is set
6/12/2009	FOR					for tomorrow 6/12/1009. Mr. Roberts
6/12/2009	FOR					06/12/09 - 11:00 - 36367
6/12/2009	FOR					User has updated the system for the
6/12/2009	FOR					following event: Counsel
6/12/2009	FOR					acknowledged Proceed with
6/12/2009	FOR					foreclosure, completed on 6/12/2009
6/12/2009	FOR					06/12/09 - 08:12 - 00007
6/12/2009	FOR					Foreclosure (NIE Id# 5886430) sent
6/12/2009	FOR					to Executive Trustee Services, Inc.
6/12/2009	FOR					at 6/12/2009 8:12:00 AM by Mary
6/12/2009	FOR					Lynch
6/12/2009	FOR					06/12/09 - 07:48 - 47122
6/12/2009	FOR					Intercom From: Brittain, Linda -
6/12/2009	FOR					To: Kerr, John; / 12/09 sale ? -
6/12/2009	FOR					URGENT/
6/12/2009	FOR					06/12/09 - 07:50 - 47122
6/12/2009	FOR					-- Forwarded Message --- Sent:
6/12/2009	FOR					6/11/2009 1:21:00 PM From: Linda
6/12/2009	FOR					Brittain To: Peggy Hong CC:
6/12/2009	FOR					06/12/09 - 07:50 - 47122

6/12/2009	FOR					ime, we will be proceeding to sale.
6/12/2009	FOR					. Thanks. From: Linda
6/12/2009	FOR					Brittain Subject: FW: Postpone
6/12/2009	FOR					URGENT/
6/12/2009	FOR					06/12/09 - 07:50 - 47122
6/12/2009	FOR					rd to the 2nd lien. I am fine with
6/12/2009	FOR					postponing the sale for 30 days
6/12/2009	FOR					once to allow payoff. If they
6/12/2009	FOR					don't close and pay us off in that t
6/12/2009	FOR					06/12/09 - 07:50 - 47122
6/12/2009	FOR					Intercom From: John Kerr - To:
6/12/2009	FOR					Brittain,Linda; / 12/09 sale ? -
6/12/2009	FOR					URGENT/Message: Linda, raise the
6/12/2009	FOR					payoff request issue in NT and forwa
6/12/2009	FOR					06/12/09 - 07:50 - 47122
6/12/2009	FOR					s been in bkp status. Per
6/12/2009	FOR					MigServ notes bkp case# 09-14423
6/12/2009	FOR					has been dismissed. The sale date
6/12/2009	FOR					is
6/12/2009	FOR					06/12/09 - 07:50 - 47122
6/12/2009	FOR					ceived a fax from Mr. Robertson .
6/12/2009	FOR					He has been trying to obtain a
6/12/2009	FOR					payoff on Gmac's 1st td loan but
6/12/2009	FOR					has been unable to since the file ha
6/12/2009	FOR					06/12/09 - 07:50 - 47122
6/12/2009	FOR					sage: Hi Peggy. The 2nd TD held
6/12/2009	FOR					a foreclosure sale and prop was
6/12/2009	FOR					sold to Duncan Robertson. He
6/12/2009	FOR					recorded the TDUS on 10/8/08. We re
6/12/2009	FOR					06/12/09 - 07:50 - 47122
6/12/2009	FOR					John Kerr - (Cont) - Message
6/12/2009	FOR					Type: Response Needed Vendor:
6/12/2009	FOR					WA-133027-C Subject: Postpone
6/12/2009	FOR					Sale 6/12/09 sale ? - URGENT Mes
6/12/2009	FOR					06/12/09 - 07:50 - 47122
6/12/2009	FOR					y correspondence id# 51279726
6/12/2009	FOR					06/12/09 - 07:50 - 47122
6/12/2009	FOR					ent. Please advise if sale can be
6/12/2009	FOR					postponed and for the length of
6/12/2009	FOR					time. The correspondence has
6/12/2009	FOR					been uploaded in NIE under attorne
6/12/2009	FOR					06/12/09 - 07:50 - 47122
6/12/2009	FOR					John Kerr - (Cont) - set for
6/12/2009	FOR					tomorrow 6/12/1009. Mr. Robertson
6/12/2009	FOR					is requesting sale postponement to
6/12/2009	FOR					have time to order payoff/reinstatem
6/12/2009	FOR					TASK:0605-FCL-CHANGD FUPDT 07/10/09
6/13/2009	NT	LMT			T:30508	Rcvd ltr from 3p, trustee's deed, imaged as corr,
6/13/2009	NT	LMT			T:30508	sent to Gevana Lee, icl-gee1@2863
6/15/2009	NT	FSV			T:30165	Retargeting CIT 809
6/15/2009	NT	FSV			T:30165	Open Invoices = \$0.00
6/15/2009	NT	FSV			T:30165	Pending Invoices = \$0.00
6/15/2009	NT	FSV			T:30165	Additional possible pres fees = \$250.00
6/15/2009	NT	FSV			T:30165	Total quote = \$250.00
6/15/2009	NT	FSV			T:30165	Good for the next 30 days
6/15/2009	NT	FSV			T:30165	.. FICH Han..
6/15/2009	CIT	COL40			T:30165	022 Retargeting CIT 809
6/15/2009	CIT	COL40			T:30165	Open Invoices = \$0.00
6/15/2009	CIT	COL40			T:30165	Pending Invoices = \$0.00
6/15/2009	CIT	COL40			T:30165	Additional possible pres fees = \$250.00
6/15/2009	CIT	COL40			T:30165	Total quote = \$250.00
6/15/2009	CIT	COL40			T:30165	Good for the next 30 days
6/15/2009	CIT	COL40			T:30165	.. FICH Han..
6/15/2009	CIT	CSH30			T:19330	022 New cit 809, please provide o/s press fees for
6/15/2009	CIT	CSH30			T:19330	payoff quote good thru 30 days. Retarget to
6/15/2009	CIT	CSH30			T:19330	19330. FOR NEWTRAK ISSUES
6/15/2009	CIT	CSH30			T:19330	021 l/c have been requested on the newtrak
6/15/2009	CIT	CSH30			T:19330	website for payoff
6/15/2009	CIT	CSH30			T:19330	021 New Owner that purchased propr from 2nd td fd
6/15/2009	CIT	CSH30			T:19330	sale requesting Payoff...letter with all info
6/15/2009	CIT	CSH30			T:19330	uploadend in NIE under "attorney correspondence
6/15/2009	CIT	CSH30			T:19330	id# 126067349 The Griffin Law Firm Fax#
6/15/2009	CIT	CSH30			T:19330	916-418-1044
6/15/2009	NT	LMT			T:19961	forwarded to Customer Care, glee1
6/16/2009	FOR					06/15/09 - 07:36 - 39329
6/16/2009	FOR					Intercom From: Brittain, Linda -
6/16/2009	FOR					To: Hong, Peggy; / 12/09 sale ? -
6/16/2009	FOR					URGENT/
6/16/2009	FOR					06/15/09 - 07:36 - 39329
6/16/2009	FOR					Sale 6/12/09 sale ? - URGENT
6/16/2009	FOR					Linda, what is TD? Did this
6/16/2009	FOR					sale go thru? Fro
6/16/2009	FOR					06/15/09 - 07:36 - 39329
6/16/2009	FOR					payoff figures...he was unable to
6/16/2009	FOR					as the loan was in bkp but has now
6/16/2009	FOR					been dismissed.... From:
6/16/2009	FOR					Peggy Hong Subject: Re: Postpone
6/16/2009	FOR					06/15/09 - 07:36 - 39329
6/16/2009	FOR					. Re: Postpone Sale 6/12/09 sale
6/16/2009	FOR					? - URGENT Hi. TD = Trustee
6/16/2009	FOR					Deed.....we got the ok to postpon
6/16/2009	FOR					to allow the 2nd TD holder to obtain
6/16/2009	FOR					06/15/09 - 07:36 - 39329
6/16/2009	FOR					Intercom From: Peggy Hong - To:
6/16/2009	FOR					Brittain,Linda; / 12/09 sale ? -
6/16/2009	FOR					URGENT/Message: gotcha, thanks
6/16/2009	FOR					From: Linda Brittain Subject: Re
6/16/2009	FOR					06/15/09 - 07:36 - 39329
6/16/2009	FOR					3 has been dismissed. The sale
6/16/2009	FOR					date is set for tomorrow 6/12/1009.
6/16/2009	FOR					Mr. Robertson is
6/16/2009	FOR					06/15/09 - 07:36 - 39329
6/16/2009	FOR					to obtain a payoff on Gmac's 1st td
6/16/2009	FOR					loan but has been unable to since
6/16/2009	FOR					the file has been in bkp status.

6/16/2009	FOR					Per MtgServ notes bkp case# 09-1442
6/16/2009	FOR					06/15/09 - 07:36 - 39329
6/16/2009	FOR	12-12020-mg	Doc 8072-24			Filed 02/05/15 Entered 02/05/15 15:54:23 Exhibit Q
6/16/2009	FOR					to Declaration Pg 33 of 100
6/16/2009	FOR					10/8/08. We received a fax from
6/16/2009	FOR					Mr. Robertson . He has been trying
6/16/2009	FOR					06/15/09 - 07:36 - 39329
6/16/2009	FOR					Peggy Hong - (Cont) - m: Linda
6/16/2009	FOR					Brittain Subject: Postpone Sale
6/16/2009	FOR					6/12/09 sale ? - URGENT Hi Peggy,
6/16/2009	FOR					The 2nd TD held a foreclosure sale
6/16/2009	FOR					06/15/09 - 07:36 - 39329
6/16/2009	FOR					for the length of time. The
6/16/2009	FOR					correspondence has been uploaded in
6/16/2009	FOR					NIE under attorney correspondence
6/16/2009	FOR					id# 51279726
6/16/2009	FOR					06/15/09 - 07:36 - 39329
6/16/2009	FOR					Peggy Hong - (Cont) - requesting
6/16/2009	FOR					sale postponement to have time to
6/16/2009	FOR					order payoff/reinstatement. Please
6/16/2009	FOR					advise if sale can be postponed and
6/16/2009	FOR					06/15/09 - 09:40 - 42196
6/16/2009	FOR					A fees and costs request has been
6/16/2009	FOR					entered for this loan by Johanna
6/16/2009	FOR					Herrera Del Cid, good through
6/16/2009	FOR					6/26/2009
6/16/2009	FOR					06/15/09 - 09:41 - 42196
6/16/2009	FOR					ts: f/c have been requested on the
6/16/2009	FOR					newtrak website for payoff
6/16/2009	FOR					06/15/09 - 09:41 - 42196
6/16/2009	FOR					System updated for the following
6/16/2009	FOR					event: User has denied the request
6/16/2009	FOR					for the issue. Issue type: Payoff
6/16/2009	FOR					Request Status: Issue Denied. Commen
6/16/2009	FOR					06/15/09 - 12:41 - 58317
6/16/2009	FOR					Fees and costs response: Good
6/16/2009	FOR					Through:6/26/2009 Fees: 0 Costs:
6/16/2009	FOR					100.00 Comment:
6/16/2009	FOR					06/15/09 - 13:12 - 36367
6/16/2009	FOR					Intercom From: Herrera Del Cid,
6/16/2009	FOR					Johanna - To: Brittain, Linda; /
6/16/2009	FOR					Subject: Issue Request/
6/16/2009	FOR					06/15/09 - 11:10 - 31580
6/16/2009	FOR					Intercom From: Lynch, Mary - To:
6/16/2009	FOR					Lambengco, Patricia; / Subject:
6/16/2009	FOR					Hold Request/
6/16/2009	FOR					06/15/09 - 13:11 - 36367
6/16/2009	FOR					Intercom From: Hong, Peggy - To:
6/16/2009	FOR					Brittain, Linda; / 12/09 sale ? -
6/16/2009	FOR					URGENT/
6/16/2009	BKR					06/15/09 - 17:36 - 74168
6/16/2009	BKR					Fees and costs response: Good
6/16/2009	BKR					Through:6/26/2009 Fees: 0 Costs: 0
6/16/2009	BKR					Comment: See note on POC request.
6/16/2009	BKR					06/15/09 - 17:36 - 74168
6/16/2009	BKR					A fees and costs Response Comment
6/16/2009	BKR					has been completed for this loan by
6/16/2009	BKR					Christie Kelly
6/16/2009	BKR					06/15/09 - 17:36 - 74168
6/16/2009	BKR					fore referral was received.
6/16/2009	BKR					06/15/09 - 17:36 - 74168
6/16/2009	BKR					Fees and costs response: Good
6/16/2009	BKR					Through:6/26/2009 Fees: 0 Costs: 0
6/16/2009	BKR					Comment: There will be no billing
6/16/2009	BKR					on this case. Case was dismissed be
6/16/2009	BKR					06/15/09 - 17:36 - 74168
6/16/2009	BKR					A fees and costs Response Comment
6/16/2009	BKR					has been completed for this loan by
6/16/2009	BKR					Christie Kelly
6/16/2009	FOR					06/16/09 - 09:00 - 42196
6/16/2009	FOR					A fees and costs request has been
6/16/2009	FOR					completed for this loan by Johanna
6/16/2009	FOR					Herrera Del Cid
6/16/2009	CIT	CSH30			T:19330	022 DONE 06/16/09 BY TLR 19330
6/16/2009	CIT	CSH30			T:19330	TSK TYP 809-REQUEST FOR PRO
6/16/2009	CIT	CSH30			T:19330	021 DONE 06/16/09 BY TLR 19330
6/16/2009	CIT	CSH30			T:19330	TSK TYP 720-PO STMT SCRIPT
6/16/2009	NT	PAY			T:19330	addl f/c are \$448 g/t 06/26/09----atty \$100, pir
6/16/2009	NT	PAY			T:19330	\$15, bpo \$83 and press \$250
6/16/2009	PAY		0	70	7	ORIG TO: ADDL F/C ARE \$448 G/T 06/2
6/16/2009	PAY		0	70	7	INT TO 062609 EXP DT 062609 AMT 0118147.16
6/18/2009	DM				T:20045	NEED SEVERAL REPAIRS LDAWN
6/18/2009	DM				T:20045	ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
6/18/2009	DM				T:20045	TT B1 V/I ADV OF THE CR AND THE LATE FEE AND TEH
6/18/2009	DM				T:20045	FCL INFO ADV OF THE SALE DATE STTD OK STTD REC'D
6/18/2009	DM				T:20045	A LOAN AND WILL BE ABLE TO R/I THE ACCT BEFORE THE
6/18/2009	DM				T:20045	SALE DATE ADV TO CONTACT ATTY TO SEE THE R/I STTD
6/18/2009	DM				T:20045	WILL CALL ON 0707 ADV NO NEED TO CALL NOW ADV
6/18/2009	DM				T:20045	OFTEH POSS TAT STTD OK STTD HOME IS VAC STTD THAT
6/18/2009	DM				T:20045	ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
6/19/2009	FOR					06/19/09 - 12:02 - 00007
6/19/2009	FOR					Foreclosure (NIE Id# 5886430)
6/19/2009	FOR					picked up by firm Executive Trustee
6/19/2009	FOR					Services, Inc. at 6/19/2009
6/19/2009	FOR					12:02:29 PM by Lyudvig Alaverdyan
6/19/2009	D28		0	DT	8	BILLING STATEMENT FROM REPORT R628
6/23/2009	FSV		0	00	1	T:00000 INSP TP F RESULTS RCVD; ORD DT=06/03/09
6/23/2009	PAY		0	12	7	AMENDED: ADDL F/C ARE \$448 G/T 06/2
6/23/2009	PAY		0	12	7	INT TO 062609 EXP DT 062609 AMT 0118158.41
6/23/2009	FOR					06/23/09 - 13:26 - 39359
6/23/2009	FOR					. . Status: Active, approval not
6/23/2009	FOR					required.
6/23/2009	FOR					06/23/09 - 13:26 - 39359
6/23/2009	FOR					System updated for the following
6/23/2009	FOR					event: User has reprojected the

6/23/2009	FOR					step Bid Calculation Completed to
6/23/2009	FOR					6/23/2009. Reason: Silver Comments:
6/23/2009	NT	OTH20				Rec'd email from Paul with J. Morgan, had attached
6/23/2009	NT	OTH20				T:19058 email to Paul with J. Morgan, had attached
6/23/2009	NT	OTH20				T:20058 purchased this property at a l/c on 9/20/08, fwded
6/23/2009	NT	OTH20				T:20058 email to John Kerr to respond on the fax as not a
6/23/2009	NT	OTH20				T:20058 Lien Release issue/ recvd out of office for John
6/23/2009	NT	OTH20				T:20058 fwded email to Peggy Hong
6/23/2009	FOR					BIDDING INSTRUCTIONS (609) UNCOMPLETED
6/23/2009	NT	FSV				T:19587 Open cit# 950
6/23/2009	NT	FSV				T:19587 Rec'd notice frm the 6/11/09 inspection that
6/23/2009	NT	FSV				T:19587 the property is still vacant. Are we able to
6/23/2009	NT	FSV				T:19587 proceed with g/c maintenance of the property?
6/23/2009	NT	FSV				T:19587 kim 4103 tx
6/23/2009	PPT					mtr
6/23/2009	PPT					TASK:3001-FSV-CHANGD FUPDT 07/10/09
6/23/2009	PPT					mtr
6/23/2009	PPT					TASK:2501-FSV-CHANGD FUPDT 09/15/09
6/23/2009	PPT					mtr
6/23/2009	PPT					TASK:0002-FSV-CHANGD FUPDT 07/10/09
6/23/2009	PPT					VAC-PROPERTY SECURE (501) COMPLETED 02/12/09
6/23/2009	PPT					GC-START GRASS CUT (3000) COMPLETED 02/09/09
6/23/2009	PPT					START WINTERIZATION (2500) COMPLETED 02/09/09
6/23/2009	PPT					VAC-ORDERED SECURING (500) COMPLETED 02/09/09
6/23/2009	NT	FSV				T:19587 Closing cit 950..... Per atty's response
6/23/2009	NT	FSV				T:19587 * Debtor is Pro Se and can not be contacted.
6/23/2009	NT	FSV				T:19587 Please refrain from proceeding with property
6/23/2009	NT	FSV				T:19587 preservation. .*
6/23/2009	NT	FSV				T:19587 kim 4103 tx
6/23/2009	CIT	COL40				T:19587 018 DONE 06/23/09 BY TLR 19587
6/23/2009	CIT	COL40				T:19587 TSK TYP 950-BANKRUPTCY PRES
6/23/2009	CIT	COL40				T:19587 018 Closing cit 950..... Per atty's response
6/23/2009	CIT	COL40				T:19587 * Debtor is Pro Se and can not be contacted.
6/23/2009	CIT	COL40				T:19587 Please refrain from proceeding with property
6/23/2009	CIT	COL40				T:19587 preservation. .*
6/23/2009	CIT	COL40				T:19587 kim 4103 tx
6/24/2009	NT	FSV				T:30166 Retargeting CIT 809
6/24/2009	NT	FSV				T:30166 Open Invoices = \$0.00
6/24/2009	NT	FSV				T:30166 Pending Invoices = \$0.00
6/24/2009	NT	FSV				T:30166 Additional possible pres fees = \$250
6/24/2009	NT	FSV				T:30166 Total quote = \$250.00
6/24/2009	NT	FSV				T:30166 Good for the next 30 days
6/24/2009	NT	FSV				T:30166 .. FICH Prince
6/24/2009	CIT	COL40				T:30166 023 Retargeting CIT 809
6/24/2009	CIT	COL40				T:30166 Open Invoices = \$0.00
6/24/2009	CIT	COL40				T:30166 Pending Invoices = \$0.00
6/24/2009	CIT	COL40				T:30166 Additional possible pres fees = \$250
6/24/2009	CIT	COL40				T:30166 Total quote = \$250.00
6/24/2009	CIT	COL40				T:30166 Good for the next 30 days
6/24/2009	CIT	COL40				T:30166 .. FICH Prince
6/24/2009	CIT	FCL80				T:19067 023 Provide O/S Prop/Pres fees good through 30
6/24/2009	CIT	FCL80				T:19067 days Loan Number = 5315 PIR = 0.00
6/24/2009	CIT	FCL80				T:19067 Private Label = 0.00 Taxes = 0.00 PMI = 0.00
6/24/2009	CIT	FCL80				T:19067 PIA ACT/ACT = 110.00 P&I = 0.00 Silent 2nd =
6/24/2009	CIT	FCL80				T:19067 0.00 Please retarget this CIT to teller 10724
6/24/2009	CIT	FCL80				T:19067 once fees/costs are obtained.
6/25/2009	CIT	CSH30				T:19330 023 DONE 06/25/09 BY TLR 19330
6/25/2009	CIT	CSH30				T:19330 TSK TYP 809-REQUEST FOR PRO
6/26/2009	DM					T:15680 WILL SET B1 UP A STOP GAP TRIAL 7-6-09 WHEN SHE
6/26/2009	DM					T:15680 CAN MAKE PAYMENT OF 1250.00. I WILL FOLLOW UP.BB
6/26/2009	DM					T:15680 ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
6/26/2009	NT	ATCLS				T:15680 WILL SET B1 UP A STOP GAP TRIAL 7-6-09 WHEN SHE
6/26/2009	NT	ATCLS				T:15680 CAN MAKE PAYMENT OF 1250.00. I WILL FOLLOW UP.BB
6/29/2009	FOR					06/29/09 - 13:26 - 64713
6/29/2009	FOR					Pia Loan# 5315 - NICHOLLS s/d
6/29/2009	FOR					07-10-09 **Investor Approval**
6/29/2009	FOR					Please find the attached bid for
6/29/2009	FOR					approval. << File: 5315.xls
6/29/2009	FOR					06/29/09 - 13:26 - 64713
6/29/2009	FOR					****AWAITING BID APPROVAL****
6/29/2009	FOR					From: Medrano, Emerlita - CA
6/29/2009	FOR					Sent: Monday, June 29, 2009 11:24
6/29/2009	FOR					AM To: Hynes, Kevin - PA Subject:
6/29/2009	FOR					06/29/09 - 13:26 - 64713
6/29/2009	FOR					>> Thanks, Emerlita
6/29/2009	FOR					BIDDING INSTRUCTIONS (609) COMPLETED 06/29/09
6/29/2009	FOR					06/29/09 - 13:21 - 64713
6/29/2009	FOR					User has updated the system for the
6/29/2009	FOR					following event: Bid Calculation
6/29/2009	FOR					Completed, completed on 6/29/2009
6/29/2009	FOR					06/29/09 - 13:21 - 64713
6/29/2009	FOR					User has updated the system for the
6/29/2009	FOR					following event: Bid Approved,
6/29/2009	FOR					completed on 6/29/2009
6/29/2009	FOR					06/29/09 - 13:21 - 64713
6/29/2009	FOR					User has updated the system for the
6/29/2009	FOR					following event: Bidding
6/29/2009	FOR					Instructions To Attorney, completed
6/29/2009	FOR					on 6/29/2009
6/29/2009	FOR					06/29/09 - 13:21 - 64713
6/29/2009	FOR					User has updated the system for the
6/29/2009	FOR					following event: Bidding
6/29/2009	FOR					Instructions Received By Attorney,
6/29/2009	FOR					completed on 6/29/2009
7/3/2009	FSV		0	00	1	T:00000 INSP TYPE F ORDERED; REQ CD =AUTO DELQ
7/3/2009	FOR					07/02/09 - 12:27 - 64713
7/3/2009	FOR					15 - NICHOLLS s/d 07-10-09
7/3/2009	FOR					**Investor Approval** 65%
7/3/2009	FOR					07/02/09 - 12:27 - 64713
7/3/2009	FOR					From: Cole, Jack - PA
7/3/2009	FOR					(GMAC Bank) Sent: Thursday, July
7/3/2009	FOR					02: 2009 8:30 AM To: Hynes, Kevin
7/3/2009	FOR					- PA Subject: RE: Pia Loan#74318153
7/3/2009	FOR					07/02/09 - 12:27 - 64713
7/3/2009	FOR					NICHOLLS s/d 07-10-09 **Investor



7/3/2009	FOR					Approval** Bid 65% of BPO value
7/3/2009	FOR					8/12/09 - 12:22 - 62746
7/3/2009	FOR					to Declaration Pg 35 of 100
7/3/2009	FOR					Sent: Thursday, July 02, 2009 6:00
7/3/2009	FOR					AM To: Medrano, Emerlita - CA
7/3/2009	FOR					Subject: FW: Pia Loan# [REDACTED] 5315 - N
7/7/2009	NT	ACQ				T:25101 HFN-GMAC DVN sent week of 06/08/09 - see 24Carat
7/8/2009	FSV		0	00	1	T:00000 INSP TP F RESULTS RCVd; ORD DT=07/03/09
7/8/2009	FOR					07/08/09 - 09:38 - 62746
7/8/2009	FOR					A fees and costs request has been
7/8/2009	FOR					entered for this loan by Blaine
7/8/2009	FOR					Birmingham, good through 7/10/2009
7/8/2009	FOR					07/08/09 - 16:06 - 62746
7/8/2009	FOR					User has updated the system for the
7/8/2009	FOR					following event: Attorney Notified
7/8/2009	FOR					to Place File on Hold, completed on
7/8/2009	FOR					7/8/2009
7/8/2009	FOR					07/08/09 - 16:06 - 62746
7/8/2009	FOR					Process opened 7/8/2009 by user
7/8/2009	FOR					Blaine Birmingham.
7/8/2009	DM					T:15680 PLACED ACCOUNT ON HOLD IN NEWTRAK.BB
7/8/2009	DM					T:15680 ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
7/8/2009	NT	ATCLS				T:29477 tt b1 wanting to give mtcn#3075342536 iao \$1250.
7/8/2009	NT	ATCLS				T:29477 fwd info to bbirmingham to confirm pymt made & pp
7/8/2009	NT	ATCLS				T:29477 sale. lkoos
7/8/2009	LMT					REPAY APPRV BY INV (4232) COMPLETED 07/08/09
7/8/2009	LMT					TRIAL MOD APPROVED (1052) COMPLETED 07/08/09
7/8/2009	LMT					PURSUE LN MODIFCATN (1000) COMPLETED 07/08/09
7/8/2009	LMT					REPAY RECOMD TO INV (4231) COMPLETED 07/08/09
7/8/2009	NT	LMT				T:15680 *Stop Gap Justification: Hardship: Unemployment;
7/8/2009	NT	LMT				T:15680 Date: 11/1/2007-7/8/2009; Monetary Impact:
7/8/2009	NT	LMT				T:15680 \$29662.93; Income : \$0; Expenses : \$0; Residual :
7/8/2009	NT	LMT				T:15680 \$0; Access To Savings/401k: \$0; OAV : \$135000; BPO
7/8/2009	NT	LMT				T:15680 : \$164000; Change In Market: \$29000; UPB:
7/8/2009	NT	LMT				T:15680 \$90598.77; LTV : 0.55; Proposed Solution: GMAC
7/8/2009	NT	LMT				T:15680 Mortgage proposes a 4 month stop gap consisting of
7/8/2009	NT	LMT				T:15680 a down payment of \$1250 and a monthly contribution
7/8/2009	NT	LMT				T:15680 of \$1250. I have advised of the terms, due dates,
7/8/2009	NT	LMT				T:15680 payment options and consequences if the plan
7/8/2009	NT	LMT				T:15680 fails.Stop Gap Reason: Allow time for the property
7/8/2009	NT	LMT				T:15680 to be sold:bb
7/8/2009	LMT					REPAY PLAN STARTED (4001) COMPLETED 07/08/09
7/8/2009	RPA	00				REPAY PLAN SET UP
7/8/2009	LMT					PURSUE REPAY PLAN (4000) COMPLETED 07/08/09
7/8/2009	LMT					LMT SOLUTN PURSUED (6) COMPLETED 07/08/09
7/8/2009	LMT					COMPLETE FIN PKG REC (3) COMPLETED 07/08/09
7/8/2009	LMT					ASSESS FINANCL PKG (2) COMPLETED 07/08/09
7/8/2009	LMT					REFERRD TO LOSS MIT (1) COMPLETED 07/08/09
7/8/2009	LMT					APPROVED FOR LMT 07/08/09
7/8/2009	DM					T:29088 TT B1, SEE GLO NOTE. ASCHNEIDER
7/8/2009	DM					T:29088 ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
7/8/2009	NT	ATCLS				T:29088 tt b1, val, advsd that she is ready to make the
7/8/2009	NT	ATCLS				T:29088 pmt of 1250.00 as discussed with BBirmingham. tt
7/8/2009	NT	ATCLS				T:29088 BB, advsd will set up, have b1 send in funds
7/8/2009	NT	ATCLS				T:29088 today. She will send WUQC and call back with MTCN
7/8/2009	NT	ATCLS				T:29088 number. She will send today. BB will make sure
7/8/2009	NT	ATCLS				T:29088 FCL sale gets postponed once pmt is made and will
7/8/2009	NT	ATCLS				T:29088 set up stop gap for trial. aschneider
7/9/2009	NT	LMT				T:30647 Repay deposit received; Reassigned file to BLAINE
7/9/2009	NT	LMT				T:30647 BURMINGHAM
7/9/2009	LMT					TRIAL MOD EXECUTED (1055) COMPLETED 07/09/09
7/9/2009	LMT					REC'D EXECUTED DOCS (4100) COMPLETED 07/09/09
7/9/2009	NT					T:19338 f/c has been requested by newtrak for payoff.
7/9/2009	NT					T:19338 2590640
7/9/2009	NT	NOTE				T:15680 attorney fees are \$50.00 and good thru 7/10/09.bb
7/9/2009	CIT	INQ60				T:01313 024 Teller id:1313
7/9/2009	CIT	INQ60				T:01313 Fax Number:8664577761
7/9/2009	CIT	INQ60				T:01313 Phone Number:3192367510
7/9/2009	CIT	INQ60				T:01313 CITReson:warning code flag = 5
7/9/2009	CIT	INQ60				T:01313 Requestor Name:MT
7/9/2009	CIT	INQ60				T:01313 Int Thr Date:07/10/09
7/9/2009	DM					T:31405 TT B1; VAI; ADV OF MTHS OWING LC,CR AND F/C STATUS
7/9/2009	DM					T:31405 W/ SALE DATE 7/10. ADV OF TRIAL PLAN W/ NEXT
7/9/2009	DM					T:31405 INSTALL DUE 8/1 IAO 1250. ADV NO GRACE DAYS AND
7/9/2009	DM					T:31405 CERT FUNDS. B1 CI TO CK TO MK SURE 1ST INSTALL WAS
7/9/2009	DM					T:31405 RECVD ADV YES POSTED 7/8. VER THAT THE F/C ATTNY
7/9/2009	DM					T:31405 WAS NOTIFIED TO PLACE F/C ON HOLD.
7/9/2009	DM					T:31405 ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
7/9/2009	NT	RTLS				T:20954 non-hmp trial mod agreement sent
7/9/2009	NT	FSV				T:26784 Loan on pres new repay report, run CINS script to
7/9/2009	NT	FSV				T:26784 cncl any inspections on mtgs.
7/9/2009	D28		0	DT	8	BILLING STATEMENT FROM REPORT R628
7/10/2009	CBR		0	00	1	T:00000 FORECLOSURE STARTED
7/10/2009	CBR		0	00	1	T:00000 DELINQUENT: 180+ DAYS
7/10/2009	FOR					07/09/09 - 16:37 - 57127
7/10/2009	FOR					User has updated the system for the
7/10/2009	FOR					following event: Attorney Confirmed
7/10/2009	FOR					File on Hold, completed on 7/9/2009
7/10/2009	FOR					07/10/09 - 13:45 - 46288
7/10/2009	FOR					LD IS RELEASE
7/10/2009	FOR					07/10/09 - 13:45 - 46288
7/10/2009	FOR					Fees and costs response: Good
7/10/2009	FOR					Through:7/10/2009 Fees: 0 Costs: 0
7/10/2009	FOR					Comment: FILE ON HOLD DUE TO LOSS
7/10/2009	FOR					MITIGATION FEES MAY INCREASE WHEN HO
7/10/2009	FOR					07/10/09 - 13:45 - 46288
7/10/2009	FOR					A fees and costs Response Comment
7/10/2009	FOR					has been completed for this loan by
7/10/2009	FOR					Cornell Lang
7/10/2009	FOR					07/09/09 - 14:24 - 42206
7/10/2009	FOR					A fees and costs request has been
7/10/2009	FOR					entered for this loan by Rebecca
7/10/2009	FOR					Velman, good through 7/10/2009
7/10/2009	FOR					07/09/09 - 11:07 - 58317

7/10/2009	FOR						Fees and costs response: Good
7/10/2009	FOR						Through 7/10/2009 Fees: 0 Costs: 30.00 Comments:
7/10/2009	FOR						to Declaration Pg 36 of 100
7/10/2009	FOR						A fees and costs request has been
7/10/2009	FOR						completed for this loan by Blaine
7/10/2009	FOR						Birmingham
7/13/2009	FOR						07/13/09 - 09:00 - 42206
7/13/2009	FOR						A fees and costs request has been
7/13/2009	FOR						completed for this loan by Rebecca
7/13/2009	FOR						Velman
7/13/2009	NT	FSV				T:23157	Fell in queue for 3001 task. Acct in FCL **
7/13/2009	NT	FSV				T:23157	Loss Mit Repayment plan**, ** Will monitor** FICH
7/13/2009	NT	FSV				T:23157	- Srinivasan.
7/13/2009	PPT						mtr
7/13/2009	PPT						TASK:0500-FSV-CHANGD FUPDT 08/13/09
7/13/2009	PPT						VAC-ORDERED SECURING (500) UNCOMPLETED
7/13/2009	CIT	CSH30				T:19338	024 DONE 07/13/09 BY TLR 19338
7/13/2009	CIT	CSH30				T:19338	TSK TYP 720-PO STMT SCRIPT
7/13/2009	PAY		0	70	7		ORIG TO: ADDL F/C \$333 G/T 07-13-09
7/13/2009	PAY		0	70	7		INT TO 071309 EXP DT 071309 AMT 0117306.55
7/20/2009	NT	FSV				T:19587	fell in que... acct is on a repymnt pln and the
7/20/2009	NT	FSV				T:19587	next pymnt is due on 08/10/09 1st pymnt
7/20/2009	NT	FSV				T:19587	*** will monitor ***
7/20/2009	NT	FSV				T:19587	kim 4103 tx
7/20/2009	PPT						fell in que... acct is on a repymnt
7/20/2009	PPT						pln and the next pymnt is due on
7/20/2009	PPT						08/10/09 1st pymnt *** will monitor
7/20/2009	PPT						*** kim 4103 tx
7/20/2009	PPT						TASK:0002-FSV-CHANGD FUPDT 08/10/09
7/25/2009	DM					T:15680	PLAN IS IN PLACE FOR TRIAL.BB
7/25/2009	DM					T:15680	ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
7/27/2009	NT	CLSTR				T:25101	'FASLO Cluster: 13; R1:Third Party Sale',
7/27/2009	NT	CLSTR				T:25101	NPV1:96,243; R2:'Foreclosure', NPV2:89,322; R3:"
7/27/2009	NT	CLSTR				T:25101	NPV3:."
7/29/2009	DM					T:15680	PLAN IS IN PLACE FOR TRIAL.BB
7/29/2009	DM					T:15680	ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
7/30/2009	NT	ATTNC				T:26960	ATTNC: F/U attempt on incomplete pkg by
7/30/2009	NT	ATTNC				T:26960	ISGN - 7/29/09
7/30/2009	NT	ATTNC				T:26960	Attempt - Answering Machine - No msg
7/31/2009	DM					T:15680	PLAN IN PLACE.BB
7/31/2009	DM					T:15680	ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
7/31/2009	NT	ATTNC				T:26960	ATTNC: F/U attempt on incomplete pkg by
7/31/2009	NT	ATTNC				T:26960	ISGN - 7/30/09
7/31/2009	NT	ATTNC				T:26960	Attempt - Abandoned/Hung up in queue
8/3/2009	NT	ATTNC				T:26960	ATTNC: F/U attempt on incomplete pkg by
8/3/2009	NT	ATTNC				T:26960	ISGN - 7/31/09
8/3/2009	NT	ATTNC				T:26960	Attempt - Answering Machine - No msg
8/7/2009	DM					T:15680	PLAN IN PLACE.BB
8/7/2009	DM					T:15680	ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
8/10/2009	DM					T:00000	PROMISE PLAN 17 BROKEN08/10/09 PROMISE DT 08/10/09
8/11/2009	NT	FSV				T:30165	Retargeting CIT 809
8/11/2009	NT	FSV				T:30165	Open Invoices = \$0.00
8/11/2009	NT	FSV				T:30165	Pending Invoices = \$0.00
8/11/2009	NT	FSV				T:30165	Additional possible pres fees = \$250.00
8/11/2009	NT	FSV				T:30165	Total quote = \$250.00
8/11/2009	NT	FSV				T:30165	Good for the next 30 days
8/11/2009	NT	FSV				T:30165	.. FICH Harl..
8/11/2009	CIT	COL40				T:30165	025 Retargeting CIT 809
8/11/2009	CIT	COL40				T:30165	Open Invoices = \$0.00
8/11/2009	CIT	COL40				T:30165	Pending Invoices = \$0.00
8/11/2009	CIT	COL40				T:30165	Additional possible pres fees = \$250.00
8/11/2009	CIT	COL40				T:30165	Total quote = \$250.00
8/11/2009	CIT	COL40				T:30165	Good for the next 30 days
8/11/2009	CIT	COL40				T:30165	.. FICH Harl..
8/11/2009	CIT	CSH30				T:07956	025 New cit 809, please supply o/s pres fees for
8/11/2009	CIT	CSH30				T:07956	quote good thru 30 days. Retarget to 7956.
8/11/2009	NT					T:07956	Fees and cost were requested via email from
8/11/2009	NT					T:07956	vendor.
8/12/2009	NT	FSV				T:19587	fell in que... acct is on a repymnt pln and the
8/12/2009	NT	FSV				T:19587	next pymnt is due on 09/10/09 3rd pymnt
8/12/2009	NT	FSV				T:19587	*** will monitor ***
8/12/2009	NT	FSV				T:19587	kim 4103 tx
8/12/2009	PPT						fell in que... acct is on a repymnt
8/12/2009	PPT						pln and the next pymnt is due on
8/12/2009	PPT						09/10/09 3rd pymnt *** will monitor
8/12/2009	PPT						*** kim 4103 tx
8/12/2009	PPT						TASK:0002-FSV-CHANGD FUPDT 09/10/09
8/12/2009	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
8/13/2009	NT	CLSTR				T:25101	'FASLO Cluster: 13; R1:Third Party Sale',
8/13/2009	NT	CLSTR				T:25101	NPV1:96,243; R2:'Foreclosure', NPV2:89,322; R3:"
8/13/2009	NT	CLSTR				T:25101	NPV3:."
8/14/2009	CBR		0	00	1	T:00000	FORECLOSURE STARTED
8/14/2009	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
8/14/2009	CIT	CSH30				T:07956	025 DONE 08/14/09 BY TLR 07956
8/14/2009	CIT	CSH30				T:07956	TSK TYP 809-REQUEST FOR PRO
8/14/2009	PAY		0	70	7		ORIG TO: ADDL F/C ARE \$2797.47,BPO
8/14/2009	PAY		0	70	7		INT TO 081509 EXP DT 081509 AMT 0119396.85
8/14/2009	NT	PAY				T:07956	add l/c are \$2797.47,bpo \$83,pir \$15,prop
8/14/2009	NT	PAY				T:07956	pres \$250,atly l/c \$2449.47 g/t 08-15-09.
8/27/2009	FOR						JUDGMENT DATE (602) COMPLETED 08/27/09
8/28/2009	FOR						JUDGMENT DATE (602) COMPLETED 08/28/09
8/28/2009	FOR						JUDGMENT DATE (602) UNCOMPLETED
8/31/2009	FOR						JUDGMENT DATE (602) COMPLETED 08/31/09
8/31/2009	FOR						JUDGMENT DATE (602) UNCOMPLETED
9/3/2009	FOR						JUDGMENT DATE (602) COMPLETED 09/03/09
9/3/2009	FOR						JUDGMENT DATE (602) UNCOMPLETED
9/8/2009	BKR						05/20/09 - 12:00 - 39776
9/8/2009	BKR						Case Number: 0914423
9/8/2009	BKR						1535
9/8/2009	BKR						Completed: 2009/09/08
9/10/2009	DM					T:00000	PROMISE PLAN 17 BROKEN09/10/09 PROMISE DT 09/10/09
9/11/2009	CBR		0	00	1	T:00000	FORECLOSURE STARTED
9/11/2009	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
9/14/2009	PPT						mtr

9/14/2009	PPT					TASK:0002-FSV-CHANGD FUPDT 09/15/09
9/16/2009	PPT					09/00/00 00:00:00
9/16/2009	DMD					09/00/00 00:00:00
9/16/2009	FOR					JUDGMENT DATE (602) COMPLETED 09/16/09
9/16/2009	FOR					JUDGMENT DATE (602) UNCOMPLETED
9/17/2009	DMD					00/00/00 00:00:00
9/17/2009	DMD					00/00/00 00:00:00
9/17/2009	DMD					09/17/09 10:37:49 NO ANS
9/18/2009	DMD					00/00/00 00:00:00
9/18/2009	DMD					00/00/00 00:00:00
9/18/2009	DMD					09/18/09 14:25:07 NO ANS
9/18/2009	PPT					mtr
9/18/2009	PPT					TASK:2501-FSV-CHANGD FUPDT 09/21/09
9/18/2009	PPT					mtr
9/18/2009	PPT					TASK:0002-FSV-CHANGD FUPDT 09/21/09
9/18/2009	NT	FSV				T:19587 fell in que... pymnt due for 09/10/09 no pymnt
9/18/2009	NT	FSV				T:19587 psdt to acct yet. rpymnt pln alert still active.
9/18/2009	NT	FSV				T:19587 *** will monitor ***
9/18/2009	NT	FSV				T:19587 kim 4103 tx
9/21/2009	DM					T:15680 REPAY PLAN CANCELED AUTOMATIC
9/21/2009	D28		0	DT	8	BILLING STATEMENT FROM REPORT R628
9/22/2009	DMD					T:22222 00/00/00 00:00:00
9/22/2009	DMD					T:22222 00/00/00 00:00:00
9/22/2009	DMD					T:22222 09/22/09 11:05:09 SUCCESSFUL
9/22/2009	FSV		0	00	1	T:00000 INSP TYPE F ORDERED; REQ CD =AUTO DELQ
9/22/2009	DM					T:13208 TT BRW ADVISED THAT THE RPP WAS CANCELLED. SHE
9/22/2009	DM					T:13208 STATED THAT SHE WANTS AN EXPLANATION WHY I ADVISED
9/22/2009	DM					T:13208 THE FUNDS WERE NOT SENT ON TIME CHECKED ACCT THERE
9/22/2009	DM					T:13208 WAS A GRACE PERIOD SEND EMAIL TO BBURMINGHAM SINCE
9/22/2009	DM					T:13208 SHE SHOWS AS THE REP WITH THE ABOVE SPLIT IN
9/22/2009	DM					T:13208 DALLASPIA TO RESTORE PLAN & CALL BRW WKERUBO6227
9/22/2009	DM					T:13208 ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
9/23/2009	DMD					T:22222 00/00/00 00:00:00
9/23/2009	DMD					T:22222 00/00/00 00:00:00
9/23/2009	DMD					T:22222 09/23/09 10:33:06 INCOMPLETE
9/24/2009	FSV		0	00	1	T:00000 INSP TYPE R ORDERED; REQ CD =1150
9/24/2009	NT	FSV				T:19587 As of today the acct is being wrkd in the loss mit
9/24/2009	NT	FSV				T:19587 dept (lst lmt note dated 9/22/09)... no action
9/24/2009	NT	FSV				T:19587 tkn... will mtr the acct.
9/24/2009	NT	FSV				T:19587 kim 4103 tx
9/24/2009	PPT					mtr
9/24/2009	PPT					TASK:0002-FSV-CHANGD FUPDT 10/21/09
9/28/2009	LMT					LMT BPO/APPRaisal REC ADDED
9/28/2009	FSV		0	0	0	T:04895 INSP TP R RESULTS RCVD; ORD DT=09/24/09
10/1/2009	FSV		0	00	1	T:00000 INSP TP F RESULTS RCVD; ORD DT=09/22/09
10/2/2009	PPT					mtr
10/2/2009	PPT					TASK:0002-FSV-CHANGD FUPDT 10/14/09
10/2/2009	PPT					VAC-PROPERTY SECURE (501) COMPLETED 10/01/09
10/2/2009	PPT					VAC-ORDERED SECURING (500) COMPLETED 10/01/09
10/15/2009	PPT					mtr
10/15/2009	PPT					TASK:9000-FSV-CHANGD FUPDT 10/29/09
10/15/2009	PPT					mtr
10/15/2009	PPT					TASK:0002-FSV-CHANGD FUPDT 11/14/09
10/16/2009	CBR		0	00	1	T:00000 FORECLOSURE STARTED
10/16/2009	CBR		0	00	1	T:00000 DELINQUENT: 180+ DAYS
10/20/2009	D28		0	DT	8	FORCED BILLING STATEMENT FROM REPORT R628
10/22/2009	FSV		0	00	1	T:00000 INSP TYPE F ORDERED; REQ CD =SCRIPT
10/22/2009	NT	LMT				T:11579 Fax recd: legal documents, deed of trust.
10/22/2009	NT	LMT				T:11579 Adjustable rate rider, assignemnt of mortgage,
10/22/2009	NT	LMT				T:11579 appointment of successor Trustee, Trustee's deed,
10/22/2009	NT	LMT				T:11579 notice of trustee's sale, imaged as
10/22/2009	NT	LMT				T:11579 <a href="#">CORR gleet 8 2863, also mailed to loss mitigation.</a>
10/22/2009	NT	LMT				T:11579 correspondence, also mailed to Mandy, Hoppe.
10/22/2009	NT	FSV				T:26785 Loan on HFN 2501 report. Ran script to order
10/22/2009	NT	FSV				T:26785 <a href="#">inspection if needed.</a>
11/2/2009	LMT					FILE CLOSED (7) COMPLETED 11/02/09
11/2/2009	LMT					0000000000 TASK:0000-LMT-REJECTED OPTION 11/02/09
11/2/2009	LMT					REJECTED BY:BORROWER
11/2/2009	LMT					REJECT REASON: OTHER
11/2/2009	LMT					DID NOT MAKE PAYMENT
11/3/2009	FSV		0	00	1	T:00000 INSP TP F RESULTS RCVD; ORD DT=10/22/09
11/4/2009	DM					T:13311 OB, TTBI,STD MINI, ADVS FCL, LCS, CRDT, SD LAST
11/4/2009	DM					T:13311 GROSS MI WASS\$605, RFD WTNG ON COMISSION AND ABLE
11/4/2009	DM					T:13311 TO MK PMTS WITHIN NEXT 2 WKS TO TRY AND DETAIN
11/4/2009	DM					T:13311 FCL, TMP SITUATION, ADVS MOD PKG SNT RCENTLY,NO
11/4/2009	DM					T:13311 ARRGMENTS MADE,VAI
11/4/2009	DM					T:13311 ACTION/RESULT CD CHANGED FROM BRUN TO BRUN
11/4/2009	DM					T:11715 OPEN COT 155 TO SEND W/O PKG TO HOMEOWNER.
11/4/2009	DM					T:11715 ACTION/RESULT CD CHANGED FROM LMDC TO BRUN
11/4/2009	CIT	COL05				T:11715 026 B1 cld, advised will mail financial package
11/4/2009	CIT	COL05				T:11715 Information. Provided expectations.
11/5/2009	NT	CIT				T:01475 CIT155 - LM Package Sent
11/5/2009	NT	CBR				T:25101 Suppressed Credit due to (Loan Modification).
11/5/2009	NT	CBR				T:25101 Suppression will expire (01/13/10).
11/9/2009	DMD					T:22222 00/00/00 00:00:00
11/9/2009	DMD					T:22222 11/09/09 18:40:46 VACANT
11/9/2009	DMD					T:22222 11/09/09 18:39:52 ANS MACH
11/9/2009	ET		0	0	0	ARM CHANGE NOTICE SCHEDULED FOR 11/10/09
11/9/2009	NT	FSV				T:19587 Fell in que acct due for 1/1/08
11/9/2009	NT	FSV				T:19587 Ordered wint
11/9/2009	NT	FSV				T:19587 Kim 4103 tx
11/9/2009	PPT					CONV-WA-LOSS MIT MTR (9000) COMPLETED 11/09/09
11/9/2009	PPT					mtr
11/9/2009	PPT					TASK:0002-FSV-CHANGD FUPDT 02/19/10
11/11/2009	DMD					T:22222 00/00/00 00:00:00
11/11/2009	DMD					T:22222 11/11/09 15:48:02 VACANT
11/11/2009	DMD					T:22222 11/11/09 15:47:38 ANS MACH
11/11/2009	D19		0	04	8	ARM CHANGE NOTICE CREATED - LETTER
11/12/2009	DMD					T:22222 00/00/00 00:00:00
11/12/2009	DMD					T:22222 00/00/00 00:00:00
11/12/2009	DMD					T:22222 11/12/09 17:08:51 SUCCESSFUL
11/12/2009	CIT	COL05				T:13315 028 new cit 830 please stop rekey of property due
11/12/2009	CIT	COL05				T:13315 to home is being remodded thru the county
11/12/2009	CIT	COL05				T:13315 rehab and b1 cn not live in home now due to

11/12/2009	CIT	COL05					T:13315	redoing the floors and no heat or water in
11/12/2009	CIT	COL05					T:13315	home now b1 wld like to keep home but not
11/12/2009	DM						T:13319	Make me now please do not rekey
11/12/2009	DM						T:13315	IN DECLARATION PR 38 of 100
11/12/2009	DM						T:13315	TO BE CHANGED B1 STILL WLD LIKE TO HVE PROPERTY
11/12/2009	DM						T:13315	BUT THE HOME IS NOT UP TO LIVING STANDARDS UNTIL
11/12/2009	DM						T:13315	HABIT FINISH THE REMODLING LBOYD6294
11/12/2009	DM						T:13315	ACTION/RESULT CD CHANGED FROM BRSS TO OAAI
11/12/2009	DM						T:13315	TT B1 OUTBOUND CALL ADV FCL, NEG CRED, LATE FEES,
11/12/2009	DM						T:13315	B1 STATED JUST RECVD PKG AND WILL BE WORKING ON
11/12/2009	DM						T:13315	GETTING ALL INFO IN OFFERED PLAN ON THE ACCT AND
11/12/2009	DM						T:13315	WLD MKE DEP ON 112709 ADV NO GRACE CERTIFIED FUNDS
11/12/2009	DM						T:13315	RFD LOST JOB AND NOW MKING COMMISSION IN MORTGAGE
11/12/2009	DM						T:13315	INDS AND TEMP LOOKING FOR FULL TIME AND THE HOME I
11/12/2009	DM						T:13315	ACTION/RESULT CD CHANGED FROM BRUN TO BRSS
11/12/2009	OL		0	15	5			WDOYLM - FORECLOSURE REPAYMENT AGREEMENT
11/12/2009	RES		0	00	0			ON-LINE REPAYMENT SCHEDULE
11/12/2009	RPA	00						REPAY PLAN SET UP
11/12/2009	LMT							REPAY APPRV BY INV (4232) COMPLETED 11/12/09
11/12/2009	LMT							LMT SOLUTN PURSUED (6) COMPLETED 11/12/09
11/12/2009	LMT							COMPLETE FIN PKG REC (3) COMPLETED 11/12/09
11/12/2009	LMT							REPAY PLAN STARTED (4001) COMPLETED 11/12/09
11/12/2009	LMT							REPAY RECOMD TO INV (4231) COMPLETED 11/12/09
11/12/2009	LMT							ASSESS FINANCL PKG (2) COMPLETED 11/12/09
11/12/2009	LMT							REFERRD TO LOSS MIT (1) COMPLETED 11/12/09
11/12/2009	LMT							PURSUCE REPAY PLAN (4000) COMPLETED 11/12/09
11/12/2009	LMT							APPROVED FOR LMT 11/12/09
11/12/2009	NT	SFPW					T:13315	rfd was working with mortgage company completing
11/12/2009	NT	SFPW					T:13315	mortgages was laid off and now working commission
11/12/2009	NT	SFPW					T:13315	and the home is in rehab for the last two years
11/12/2009	NT	SFPW					T:13315	has lost income of 80000 and stated this is only
11/12/2009	NT	SFPW					T:13315	temp house will be complete and she old move back
11/12/2009	NT	SFPW					T:13315	in and looking for hourly or salary wage
11/12/2009	CIT	COL05					T:13315	027 new cit 155
11/13/2009	CBR		0	00	1		T:00000	CR BUR RPT STATUS=N;EXPIRE DT = 01/21/10
11/13/2009	NT	FSV					T:19587	CLOSING cit 830
11/13/2009	NT	FSV					T:19587	please stp rekey of prop due to home is being
11/13/2009	NT	FSV					T:19587	remodled thru the county rehabit & b1 cn not live
11/13/2009	NT	FSV					T:19587	in home now due to redoing the flrs & no heat or
11/13/2009	NT	FSV					T:19587	water in home now b1 wld like to keep home but not
11/13/2009	NT	FSV					T:19587	livable rite now please do not rekey
11/13/2009	NT	FSV					T:19587	THIS ACCT IS DUE FOR 1/1/08 & IN FRCL CURRENTLY
11/13/2009	NT	FSV					T:19587	BEING WRKD IN LOSS MIT ON A RPYMNT PLN W/PYMNT DUE
11/13/2009	NT	FSV					T:19587	ON 11/27.... PROP PRES OPEN TO MTR ACCT NO WRK
11/13/2009	NT	FSV					T:19587	REQ.
11/13/2009	NT	FSV					T:19587	Kim 4103 tx
11/13/2009	CIT	COL40					T:19587	028 DONE 11/13/09 BY TLR 19587
11/13/2009	CIT	COL40					T:19587	TSK TYP 830-CANCEL PRESERVA
11/13/2009	CIT	COL40					T:19587	028 CLOSING cit 830 please stp rekey of prop
11/13/2009	CIT	COL40					T:19587	due to home is being remodled thru the county
11/13/2009	CIT	COL40					T:19587	rehabit & b1 cn not live in home now due to
11/13/2009	CIT	COL40					T:19587	redoing the flrs & no heat or water in
11/13/2009	CIT	COL40					T:19587	home now b1 wld like to keep home but not
11/13/2009	CIT	COL40					T:19587	livable rite now please do not rekey THIS
11/13/2009	CIT	COL40					T:19587	ACCT IS IN FRCL CURRENTLY BEING WRKD IN LOSS
11/13/2009	CIT	COL40					T:19587	MIT ON A RPYMNT PLN W/PYMNT DUE ON 11/27
11/13/2009	NT	FSV					T:26784	Loan on pres new repay report, run CINS script to
11/13/2009	NT	FSV					T:26784	cncl any inspections on mtgs.
11/13/2009	NT	CIT					T:25102	CIT155 - LM Package Sent
11/13/2009	NT	CBR					T:25101	Suppressed Credit due to (Loan Modification).
11/13/2009	NT	CBR					T:25101	Suppression will expire (01/21/10).
11/19/2009	D28		0	DT	8			BILLING STATEMENT FROM REPORT R628
11/27/2009	DM						T:00000	PROMISE BROKEN 11/27/09 PROMISE DT 11/27/09
11/27/2009	NT	FSV					T:14213	a. rcvd o/a id #925051 rep @ prp 11/15/2009
11/27/2009	NT	FSV					T:14213	1 household items, fan chairs, dresser, work bench
11/27/2009	NT	FSV					T:14213	Interior 10 Cubic Yards \$ 35.00 \$ 350.00
11/27/2009	NT	FSV					T:14213	2 plastic buckets, garbage cans Exterior 5 Cubic
11/27/2009	NT	FSV					T:14213	Yards \$ 35.00 \$ 175.00
11/27/2009	NT	FSV					T:14213	3 Broken Opening Door 1 Each \$ 95.00 \$ 95.00
11/27/2009	NT	FSV					T:14213	4 Broken Opening Window 3 Each \$ 60.00 \$ 180.00
11/27/2009	NT	FSV					T:14213	Estimate Total : \$ 800.00
11/27/2009	NT	FSV					T:14213	M.S.Reddy FICH
11/27/2009	NT	FSV					T:30165	Contd., completely missing), boarding front window
11/27/2009	NT	FSV					T:30165	and changing the back entry lock. Also the garage
11/27/2009	NT	FSV					T:30165	needs to be paddlocked. The electrical panel is
11/27/2009	NT	FSV					T:30165	torn apart(looks like someone was stealing wire).
11/27/2009	NT	FSV					T:30165	This house appears to be frequented by transients
11/27/2009	NT	FSV					T:30165	and really should be secured to prevent liability.
11/27/2009	NT	FSV					T:30165	Also still does need to be winterized but could
11/27/2009	NT	FSV					T:30165	not winterize without securing property. Yard
11/27/2009	NT	FSV					T:30165	badly needs to be cut to avoid a neighborhood
11/27/2009	NT	FSV					T:30165	fine. FICH hari
11/27/2009	NT	FSV					T:30165	MCR JB #_ 925051_FROM_Winterization Only
11/27/2009	NT	FSV					T:30165	ORD_11/09/09_CMPLTD_11/15/09_RECVD_11/27/09
11/27/2009	NT	FSV					T:30165	UTIL_off_GAS_off_ELEC_off_SUMPPUMP_no
11/27/2009	NT	FSV					T:30165	DMGS_no_AMT_no
11/27/2009	NT	FSV					T:30165	L/DRAFT_no_O/A TO FLLW_yes
11/27/2009	NT	FSV					T:30165	WORK CMPLTD_Needs to be secured including
11/27/2009	NT	FSV					T:30165	REP COMMENTS_boarding up front entry(door is
11/30/2009	PPT							m
11/30/2009	PPT							m
11/30/2009	PPT							TASK:9001-FSV-CHANGD FUPDT 12/13/09
11/30/2009	NT	FSV						m
11/30/2009	NT	FSV					T:13738	working mcr# 925051 rep@prp 11/15/09
11/30/2009	NT	FSV					T:13738	no loss drift opn, wint ws complt 2/12/09
11/30/2009	NT	FSV					T:13738	bs tx 3623
11/30/2009	NT	FSV					T:13738	working oa#925051
11/30/2009	NT	FSV					T:13738	approved broken opening- boarding doors \$95.00,
11/30/2009	NT	FSV					T:13738	boarding windows \$180.00 total approved \$275.00
11/30/2009	NT	FSV					T:13738	denied 1.2 bs tx 3623
12/2/2009	DM						T:00000	EARLY IND: SCORE 158 MODEL E190S
12/7/2009	DM						T:13315	REPAY PLAN CANCELED AUTOMATIC
12/8/2009	FSV		0	00	1		T:00000	INSP TYPE F ORDERED; REQ CD =AUTO DELQ
12/10/2009	FOR							12/10/09 - 15:09 - 36367
12/10/2009	FOR							t

12/10/2009	FOR					12/10/09 - 15:09 - 36367
12/10/2009	FOR					User has completed the Sale
12/10/2009	FOR					Scheduled For date from with the
12/10/2009	FOR					to Declaration Pg 39 of 100
12/10/2009	FOR					Postponement Reason: : Client Request
12/10/2009	FOR					12/10/09 - 15:09 - 36367
12/10/2009	FOR					: hold ended
12/10/2009	FOR					12/10/09 - 15:09 - 36367
12/10/2009	FOR					User has updated the system for the
12/10/2009	FOR					following event: Sale Scheduled
12/10/2009	FOR					For, User changed date completed
12/10/2009	FOR					from 7/10/2009 to incomplete. Reason
12/10/2009	FOR					12/10/09 - 15:09 - 36367
12/10/2009	FOR					: hold ended . Status: Active,
12/10/2009	FOR					approval not required.
12/10/2009	FOR					12/10/09 - 15:09 - 36367
12/10/2009	FOR					System updated for the following
12/10/2009	FOR					event: User has reprojected the
12/10/2009	FOR					step Sale Scheduled For to
12/10/2009	FOR					12/28/2009. Reason: Other. Comments:
12/10/2009	FOR					12/10/09 - 15:02 - 57127
12/10/2009	FOR					User has updated the system for the
12/10/2009	FOR					following event: Counsel
12/10/2009	FOR					acknowledged Proceed with
12/10/2009	FOR					foreclosure, completed on 12/10/2009
12/10/2009	FOR					12/10/09 - 01:04 - 72695
12/10/2009	FOR					Process opened 12/10/2009 by user
12/10/2009	FOR					Zunora Binlayo.
12/10/2009	FOR					12/10/09 - 01:04 - 72695
12/10/2009	FOR					User has updated the system for the
12/10/2009	FOR					following event: Advised Counsel to
12/10/2009	FOR					Proceed with foreclosure, completed
12/10/2009	FOR					on 12/10/2009
12/10/2009	FOR					12/10/09 - 01:02 - 00007
12/10/2009	FOR					nded . Status: Active, approval
12/10/2009	FOR					not required.
12/10/2009	FOR					12/10/09 - 01:02 - 00007
12/10/2009	FOR					System updated for the following
12/10/2009	FOR					event: User has reprojected the
12/10/2009	FOR					step Sale Held to 12/10/2009.
12/10/2009	FOR					Reason: Hold Ended. Comments: Hold E
12/10/2009	NT	FSV			T:30166	MCR JB #_365013. FROM Estimate Approval
12/10/2009	NT	FSV			T:30166	ORD_11/30/09, CMLPTD_12/04/09_RECVD_12/10/09
12/10/2009	NT	FSV			T:30166	UTIL_OFF_GAS_OFF_ELEC_OFF_SUMPPUMP_OFF
12/10/2009	NT	FSV			T:30166	DMGS_NO_AMT_NO
12/10/2009	NT	FSV			T:30166	L/DRAFT_NO_O/A TO FLLW_NO
12/10/2009	NT	FSV			T:30166	WORK CMLPTD_This job was completed upon
12/10/2009	NT	FSV			T:30166	arrival. I am not sure who boarded it.
12/10/2009	NT	FSV			T:30166	REP COMMENTS_FICH
12/10/2009	OL		0	86	5	WDOYLM - REPAY PLAN CANCEL
12/10/2009	NT	LMT			T:21684	Broken repay - no pmt, sent denial letter, closed
12/10/2009	NT	LMT			T:21684	LMit, resumed FCL in MS and NT.
12/10/2009	NT	LMT			T:21684	Broken repay - no pmt, sent denial letter, closed
12/10/2009	NT	LMT			T:21684	LMit, resumed FCL in MS and NT.
12/10/2009	LMT					FILE CLOSED (7) COMPLETED 12/10/09
12/11/2009	CBR		0	00	1	T:00000 CR BUR RPT STATUS=N-EXPIRE DT = 01/21/10
12/14/2009	DM					T:14177 TT B1 WHO STATED THEY HAVE THE PKG AND WILL SUBMIT
12/14/2009	DM					T:14177 IT ASAP. EM
12/14/2009	DM					T:14177 ACTION/RESULT CD CHANGED FROM OAAI TO BRIP
12/14/2009	NT	ATCLS				T:14177 NO RESPONSE OUTBOUND FOLLOW UP CALL.
12/16/2009	FSV		0	00	1	T:00000 INSP TP F RESULTS RCVD: ORD DT=12/08/09
12/17/2009	DMD					T:22222 00/00/00 00:00:00
12/17/2009	DMD					T:22222 12/17/09 15:58:10 VACANT
12/17/2009	DMD					T:22222 12/17/09 15:57:50 ANS MACH
12/21/2009	D28		0	DT	8	BILLING STATEMENT FROM REPORT R628
12/22/2009	CIT	INQ10				T:01504 026 DONE 12/22/09 BY TLR 01504
12/22/2009	CIT	INQ10				T:01504 TSK TYP 155-CC TRACK - LM F
12/22/2009	CIT	INQ10				T:01504 026 Loss Mit closure letter sent
12/23/2009	DMD					T:22222 00/00/00 00:00:00
12/23/2009	DMD					T:22222 00/00/00 00:00:00
12/23/2009	DMD					T:22222 12/23/09 20:00:03 74
12/23/2009	DM					T:26985 OB TT B1,VI-ADV OF FCL...B1 STTD SHE HAS A LOAN
12/23/2009	DM					T:26985 APPROVED FOR THE PROP AND PLAN ON BRIGING ACCT
12/23/2009	DM					T:26985 CURRENT, ADV OF THE ESTIMATED SALE DATE BUT NOT
12/23/2009	DM					T:26985 CONFIRMED BY THE ATTYs, ADV TO F/U ON MON
12/23/2009	DM					T:26985 REGARDING...JWALKER2525
12/23/2009	DM					T:26985 ACTION/RESULT CD CHANGED FROM BRIP TO BRUN
12/28/2009	FOR					12/28/09 - 11:04 - 24186
12/28/2009	FOR					ow at least 30 days from NOD filed
12/28/2009	FOR					date before a sale date can be set
12/28/2009	FOR					. Status: Active, approval not
12/28/2009	FOR					required.
12/28/2009	FOR					12/28/09 - 11:04 - 24186
12/28/2009	FOR					System updated for the following
12/28/2009	FOR					event: User has reprojected the
12/28/2009	FOR					step NOTS Recorded to 2/10/2010.
12/28/2009	FOR					Reason: Other. Comments: need to all
12/28/2009	FOR					12/28/09 - 11:03 - 24186
12/28/2009	FOR					ED TO START FILE OVER DUE TO CHANGE
12/28/2009	FOR					IN BREACH DATE AS A RESULT OF
12/28/2009	FOR					FAILED LOSS MITIGATION EFFORTS
12/28/2009	FOR					12/28/09 - 11:03 - 24186
12/28/2009	FOR					User has updated the system for the
12/28/2009	FOR					following event: NOD Filed. User
12/28/2009	FOR					changed date completed from
12/28/2009	FOR					11/14/2008 to incomplete. Reason: NE
12/28/2009	FOR					12/28/09 - 11:03 - 24186
12/28/2009	FOR					D TO START FILE OVER DUE TO CHANGE
12/28/2009	FOR					IN BREACH DATE AS A RESULT OF
12/28/2009	FOR					FAILED LOSS MITIGATION EFFORTS
12/28/2009	FOR					12/28/09 - 11:03 - 24186
12/28/2009	FOR					User has updated the system for the
12/28/2009	FOR					following event: NOTS Recorded.
12/28/2009	FOR					User changed date completed from
12/28/2009	FOR					1/12/2009 to incomplete. Reason: NEE

12/28/2009	FOR					12/28/09 - 11:03 - 24186
12/28/2009	FOR					OVER DUE TO CHANGE IN BREACH DATE
12/28/2009	FOR					AS A RESULT OF FILED LOSS
12/28/2009	FOR					Status: Active, approval not required.
12/28/2009	FOR					12/28/09 - 11:03 - 24186
12/28/2009	FOR					System updated for the following
12/28/2009	FOR					event: User has reprojected the
12/28/2009	FOR					step NOD Filed to 1/8/2010. Reason:
12/28/2009	FOR					Other. Comments: NEED TO START FILE
12/31/2009	CIT	EOY50				T:01047 027 DONE 12/31/09 BY TLR 01047
12/31/2009	CIT	EOY50				T:01047 TSK TYP 155-CC TRACK - LM F
12/31/2009	CIT	EOY50				T:01047 027 Loss Mit closure letter sent
1/4/2010	DM					T:00000 EARLY IND: SCORE 158 MODEL E190S
1/6/2010	FSV	0	00	1		T:00000 INSP TYPE F ORDERED; REQ CD =SCRIPT
1/6/2010	FOR					01/06/10 - 14:14 - 57648
1/6/2010	FOR					Process opened 1/6/2010 by user
1/6/2010	FOR					Bryan Zelner.
1/6/2010	FOR					01/06/10 - 14:14 - 57648
1/6/2010	FOR					nt: User has ended the hold. Hold
1/6/2010	FOR					End Date: 01/06/2010. Hold type:
1/6/2010	FOR					NOD Hold
1/6/2010	FOR					01/06/10 - 14:14 - 57648
1/6/2010	FOR					Intercom From: Bryan Zelner, GMAC -
1/6/2010	FOR					To: Maria De Belen (at-xxet) /
1/6/2010	FOR					Subject: Hold Request/Message:
1/6/2010	FOR					System updated for the following eve
1/6/2010	FOR					01/06/10 - 14:14 - 57648
1/6/2010	FOR					User has updated the system for the
1/6/2010	FOR					following event: Advised Counsel to
1/6/2010	FOR					Proceed with foreclosure, completed
1/6/2010	FOR					on 1/6/2010
1/6/2010	FOR					01/06/10 - 15:34 - 57127
1/6/2010	FOR					User has updated the system for the
1/6/2010	FOR					following event: Counsel
1/6/2010	FOR					acknowledged Proceed with
1/6/2010	FOR					foreclosure, completed on 1/6/2010
1/6/2010	FOR					01/06/10 - 16:18 - 72697
1/6/2010	FOR					ect: Hold Request /
1/6/2010	FOR					01/06/10 - 16:18 - 72697
1/6/2010	FOR					Intercom Message: / Read: 1/6/2010
1/6/2010	FOR					4:18:03 PM / From: Zelner, Bryan /
1/6/2010	FOR					To: De Belen, Maria; / CC: /
1/6/2010	FOR					Intercom Type: General Update / Subj
1/7/2010	NT	FSV				T:26784 Loan on HFN 2501 report. Ran script to order
1/7/2010	NT	FSV				T:26784 inspection if needed.
1/8/2010	FOR					01/08/10 - 10:30 - 72697
1/8/2010	FOR					System updated for the following
1/8/2010	FOR					event: User has reprojected the
1/8/2010	FOR					step NOD Filed to 1/19/2010.
1/8/2010	FOR					Reason: Other. Comments: NOD NOT SEN
1/8/2010	FOR					01/08/10 - 10:30 - 72697
1/8/2010	FOR					T. . Status: Active, approval not
1/8/2010	FOR					required.
1/9/2010	PPT					CONV -WA- (9001) COMPLETED 01/09/10
1/9/2010	PPT					mtr
1/9/2010	PPT					TASK:0002-FSV-CHANGD FUPDT 04/19/10
1/9/2010	PPT					CV-925051-WA (9002) COMPLETED 11/30/09
1/15/2010	CBR	0	00	1		T:00000 CR BUR RPT STATUS=N:EXPIRE DT = 01/21/10
1/18/2010	FSV	0	00	1		T:00000 INSP TP F RESULTS RCVD; ORD DT=01/06/10
1/18/2010	NT	FSV				T:14216 vReceived on Vacant & Open List. Actd in FCL
1/18/2010	NT	FSV				T:14216 at Property on 01/13/10. Found Vacant/Open Ordered
1/18/2010	NT	FSV				T:14216 Resecure.***Waiting on Results***. NAVI FICH.
1/19/2010	FOR					01/19/10 - 17:01 - 72697
1/19/2010	FOR					t. . Status: Active, approval
1/19/2010	FOR					not required.
1/19/2010	FOR					01/19/10 - 17:01 - 72697
1/19/2010	FOR					System updated for the following
1/19/2010	FOR					event: User has reprojected the
1/19/2010	FOR					step NOD Filed to 1/29/2010.
1/19/2010	FOR					Reason: Other. Comments: NOD not sen
1/19/2010	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
1/25/2010	NT	FSV				T:14210 a Received O/A ID 342892,Rep on 01/20/10
1/25/2010	NT	FSV				T:14210 1 wood, trash, 9 @ \$35.00 = \$315.00
1/25/2010	NT	FSV				T:14210 2 wood,washer 2 @ \$35.00 = \$70.00
1/25/2010	NT	FSV				T:14210 3 1 tire 1 @ \$10.00 = \$10.00
1/25/2010	NT	FSV				T:14210 Estimate Total : \$ 395.00
1/25/2010	NT	FSV				T:14210 KILARI FICH
1/25/2010	NT	FSV				T:14855 *CONTD*from the inside with the shattered glass
1/25/2010	NT	FSV				T:14855 still in the windows. Most windows broken but
1/25/2010	NT	FSV				T:14855 boarded from inside, front door has been boarded
1/25/2010	NT	FSV				T:14855 as well, secure. FICH RAVI
1/25/2010	NT	FSV				T:14855 MCR JB # .342892 FROM Re-secure
1/25/2010	NT	FSV				T:14855 ORD_01/18/10, CMLPTED_01/20/10_RECVD_01/25/10
1/25/2010	NT	FSV				T:14855 UTIL_OFF_GAS_OFF_ELEC_OFF_SUMPUMP_OFF
1/25/2010	NT	FSV				T:14855 DMGS_NO_AMT_NO
1/25/2010	NT	FSV				T:14855 L/DRAFT_NO_O/A TO FLLW_NO
1/25/2010	NT	FSV				T:14855 WORK CMLPTD_Unable to access interior
1/25/2010	NT	FSV				T:14855 REP COMMENTS_of property,5 windows are boarded
1/28/2010	FOR					01/28/10 - 13:31 - 71584
1/28/2010	FOR					of. Issue Comments: startover,
1/28/2010	FOR					please advise who we should
1/28/2010	FOR					foreclose in the name of Status:
1/28/2010	FOR					Active
1/28/2010	FOR					01/28/10 - 13:31 - 71584
1/28/2010	FOR					System updated for the following
1/28/2010	FOR					event: User has created a
1/28/2010	FOR					Process-Level issue for this
1/28/2010	FOR					loan.Issue Type: Action in the Name
1/29/2010	DM					T:15050 OB B1 ADV DID NOT HAVE TIME TO TALK, AND TO CB
1/29/2010	DM					T:15050 2.1.10, IN THE MORNING MB2756
1/29/2010	DM					T:15050 ACTION/RESULT CD CHANGED FROM BRUN TO BRUN
1/30/2010	FOR					01/29/10 - 10:12 - 72697
1/30/2010	FOR					System updated for the following
1/30/2010	FOR					event: User has reprojected the

1/30/2010	FOR						step NOD Filed to 2/12/2010.
1/30/2010	FOR						Reason: Other. Comments: NOD not sent
1/30/2010	FOR						01/28/10 - 10:14 - 71584
1/30/2010	FOR						to Declaration Pg 41 of 100
1/30/2010	FOR						required.
1/30/2010	FOR						01/29/10 - 10:14 - 71584
1/30/2010	FOR						Type: General Update / Subject:
1/30/2010	FOR						Issue Request /
1/30/2010	FOR						01/29/10 - 10:14 - 71584
1/30/2010	FOR						Intercom Message: / Read: 1/29/2010
1/30/2010	FOR						10:14:29 AM / From: Catalina
1/30/2010	FOR						AguirreJimenez, Catalina / To:
1/30/2010	FOR						Kilislian, Diana; / CC: / Intercom
1/30/2010	FOR						01/28/10 - 21:02 - 72913
1/30/2010	FOR						s: Foreclose in Residential Funding
1/30/2010	FOR						Real Estate Holdings, LLC.
1/30/2010	FOR						01/28/10 - 21:02 - 72913
1/30/2010	FOR						System updated for the following
1/30/2010	FOR						event: User has ended the Issue
1/30/2010	FOR						associated with this loan, Issue
1/30/2010	FOR						Type: Action in the Name of. Comment
2/2/2010	DM					T:00000	EARLY IND: SCORE 158 MODEL E190S
2/4/2010	PPT						mtr
2/4/2010	PPT						TASK:9003-FSV-CHANGD FUPDT 03/04/10
2/4/2010	NT	FSV				T:13735	tell in q. - acct in FC - last insp shows V/L -
2/4/2010	NT	FSV				T:13735	**will mtr** - kmbx3169
2/4/2010	PPT						CV-342892-WA (9004) COMPLETED 01/25/10
2/5/2010	FSV		0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =AUTO DELQ
2/12/2010	FOR						02/12/10 - 10:30 - 71584
2/12/2010	FOR						d.
2/12/2010	FOR						02/12/10 - 10:30 - 71584
2/12/2010	FOR						Funding Real Estate Holdings, LLC,
2/12/2010	FOR						but the loan type shows as a CONV
2/12/2010	FOR						loan..waiting for clarification .
2/12/2010	FOR						Status: Active, approval not require
2/12/2010	FOR						02/12/10 - 10:30 - 71584
2/12/2010	FOR						System updated for the following
2/12/2010	FOR						event: User has reprojected the
2/12/2010	FOR						step NOD Filed to 2/19/2010.
2/12/2010	FOR						Reason: Other. Comments: Residential
2/16/2010	FSV		0	00	1	T:00000	INSP TP F RESULTS RCVD; ORD DT=02/05/10
2/19/2010	FOR						02/17/10 - 12:00 - 71584
2/19/2010	FOR						Diana Kilislian - NOD Filed -
2/19/2010	FOR						02/17/2010
2/19/2010	FOR						02/19/10 - 10:11 - 71584
2/19/2010	FOR						User has updated the system for the
2/19/2010	FOR						following event: NOD Filed,
2/19/2010	FOR						completed on 2/17/2010
2/19/2010	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
2/23/2010	CBR		0	00	1	T:00000	FORECLOSURE STARTED
2/23/2010	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
2/24/2010	CIT	BKR20				T:15310	029 Open CIT#720 *****INTERNAL USE ONLY*****
2/24/2010	CIT	BKR20				T:15310	Payoff demand good thru 3/24/2010 FCL fees &
2/24/2010	CIT	BKR20				T:15310	costs will be added to figures Please fax to
2/24/2010	CIT	BKR20				T:15310	818-260-1845
2/25/2010	NT	FSV				T:14213	Retargeting CIT 809
2/25/2010	NT	FSV				T:14213	Open Invoices = \$0.00
2/25/2010	NT	FSV				T:14213	Pending Invoices = \$0.00
2/25/2010	NT	FSV				T:14213	Additional possible pres fees = \$250.00
2/25/2010	NT	FSV				T:14213	Total quote = \$250.00
2/25/2010	NT	FSV				T:14213	Good for the next 30 days
2/25/2010	NT	FSV				T:14213	.. FICH M.S.Reddy.
2/25/2010	CIT	COL40				T:14213	030 Retargeting CIT 809
2/25/2010	CIT	COL40				T:14213	Open Invoices = \$0.00
2/25/2010	CIT	COL40				T:14213	Pending Invoices = \$0.00
2/25/2010	CIT	COL40				T:14213	Additional possible pres fees = \$250.00
2/25/2010	CIT	COL40				T:14213	Total quote = \$250.00
2/25/2010	CIT	COL40				T:14213	Good for the next 30 days
2/25/2010	CIT	COL40				T:14213	.. FICH M.S.Reddy.
2/25/2010	CIT	CSH30				T:19330	030 New cit 809, please provide o/s press fees for
2/25/2010	CIT	CSH30				T:19330	payoff quote good thru 30 days. Retarget to
2/25/2010	CIT	CSH30				T:19330	19330
2/26/2010	PAY		0	70	7		ORIG TO: ADDL F/C ARE \$348 G/T 03/2
2/26/2010	PAY		0	70	7		INT TO 032410 EXP DT 032410 AMT 0128699.15
2/26/2010	CIT	CSH30				T:19330	030 DONE 02/26/10 BY TLR 19330
2/26/2010	CIT	CSH30				T:19330	TSK TYP 809-REQUEST FOR PRO
2/26/2010	CIT	CSH30				T:19330	029 DONE 02/26/10 BY TLR 19330
2/26/2010	CIT	CSH30				T:19330	TSK TYP 720-PO STMT SCRIPT
2/26/2010	NT	PAY				T:19330	addl f/c are \$348 g/t 03/24/10----atty \$0, pir
2/26/2010	NT	PAY				T:19330	\$15, bpo \$83 and press \$250
3/2/2010	DM					T:00000	EARLY IND: SCORE 158 MODEL E190S
3/5/2010	CIT	COL05				T:11348	031 new cit 155, she is asking that we send out
3/5/2010	CIT	COL05				T:11348	the package regular mail to mailing address
3/8/2010	FSV		0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =AUTO DELQ
3/8/2010	PPT						mtr
3/8/2010	PPT						TASK:9003-FSV-CHANGD FUPDT 04/08/10
3/8/2010	PPT						mtr
3/8/2010	PPT						TASK:0002-FSV-CHANGD FUPDT 07/08/10
3/8/2010	NT	FSV				T:13735	tell in q. - acct in FC - last insp shows V/L
3/8/2010	NT	FSV				T:13735	SECURED - **will mtr** - kmbx3169
3/8/2010	NT	CIT				T:01475	CIT 155 - LM Package Sent
3/8/2010	NT	CBR				T:25101	Suppressed Credit due to (Loan Modification).
3/8/2010	NT	CBR				T:25101	Suppression will expire (05/14/10).
3/10/2010	NT	HMP5				T:25102	Obama workout package provided in today's letter
3/10/2010	NT	HMP5				T:25102	campaign.
3/10/2010	DM					T:11348	NO MESSAGE LFT.JASONS6393
3/10/2010	DM					T:11348	ACTION/RESULT CD CHANGED FROM BRUN TO BRNA
3/11/2010	FSV		0	00	1	T:00000	INSP TYPE R ORDERED; REQ CD =1150
3/12/2010	CBR		0	00	1	T:00000	CR BUR RPT STATUS=N;EXPIRE DT = 05/14/10
3/15/2010	FSV		0	0	0	T:04895	INSP TP R RESULTS RCVD; ORD DT=03/11/10
3/16/2010	FSV		0	00	1	T:00000	INSP TP F RESULTS RCVD; ORD DT=03/08/10
3/16/2010	PAY		0	12	7		AMENDED: ADDL F/C ARE \$348 G/T 03/2
3/16/2010	PAY		0	12	7		INT TO 032410 EXP DT 032410 AMT 0128710.40
3/19/2010	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
3/22/2010	FOR						TASK:0605-FCL-CHANGD FUPDT 06/25/10

3/22/2010	FOR					03/22/10 - 16:47 - 00007
3/22/2010	FOR					bler has updated the system for the following event: Sale Completed
3/22/2010	FOR					03/22/10 - 16:47 - 00007
3/22/2010	FOR					Process opened 3/22/2010 by user
3/22/2010	FOR					Fidelity AutoProc.
3/22/2010	FOR					03/22/10 - 11:27 - 30479
3/22/2010	FOR					Estimated foreclosure fees and
3/22/2010	FOR					costs good through 6/25/2010 are
3/22/2010	FOR					\$3,723.00 (DIS)
3/24/2010	FOR					Per Management updating follow up
3/24/2010	FOR					date
3/24/2010	FOR					TASK:1000-FCL-CHANGD FUPDT 03/18/11
3/30/2010	FOR					03/30/10 - 11:20 - 24186
3/30/2010	FOR					User has updated the system for the
3/30/2010	FOR					following event: NOTS Recorded,
3/30/2010	FOR					completed on 3/26/2010
3/30/2010	FOR					03/26/10 - 12:00 - 24186
3/30/2010	FOR					Gina Avila - NOTS Recorded -
3/30/2010	FOR					03/26/2010
3/30/2010	NT	ATTNC				T:26960 ATTNC: F/U attempt on incomplete pkg by
3/30/2010	NT	ATTNC				T:26960 ISGN - 03/17/10
3/30/2010	NT	ATTNC				T:26960 Attempt - No Answer/No Contact
3/30/2010	NT	ATTNC				T:26960 ATTNC: F/U attempt on incomplete pkg by
3/30/2010	NT	ATTNC				T:26960 ISGN - 03/17/10
3/30/2010	NT	ATTNC				T:26960 Attempt - No Answer/No Contact
3/31/2010	NT	ATTNC				T:26960 ATTNC: F/U attempt on incomplete pkg by
3/31/2010	NT	ATTNC				T:26960 ISGN - 03/17/10
3/31/2010	NT	ATTNC				T:26960 Attempt - Answering Machine - No msg
4/2/2010	DM					T:00000 EARLY IND: SCORE 158 MODEL E190S
4/2/2010	NT	ATTNC				T:26960 ATTNC: F/U attempt on incomplete pkg by
4/2/2010	NT	ATTNC				T:26960 ISGN - 03/19/10
4/2/2010	NT	ATTNC				T:26960 Attempt - Answering Machine - No msg
4/2/2010	NT	ATTNC				T:26960 ATTNC: F/U attempt on incomplete pkg by
4/2/2010	NT	ATTNC				T:26960 ISGN - 03/18/10
4/2/2010	NT	ATTNC				T:26960 Attempt - Answering Machine - No msg
4/6/2010	NT	ATTNC				T:26958 ATTNC:F/U attempt on incomplete pkg by
4/6/2010	NT	ATTNC				T:26958 ISGN - 03/22/10
4/6/2010	NT	ATTNC				T:26958 Attempt - Answering Machine - No Message
4/6/2010	LMT					LMT BPO/APPRaisal REC ADDED
4/7/2010	FSV		0	00	1	T:00000 INSP TYPE F ORDERED; REQ CD =SCRIPT
4/7/2010	NT	ATTNC				T:26960 ATTNC: F/U attempt on incomplete pkg by
4/7/2010	NT	ATTNC				T:26960 ISGN - 03/23/10
4/7/2010	NT	ATTNC				T:26960 Attempt - Answering Machine - No msg
4/7/2010	NT	FSV				T:20110 loan on HFN 2501 report. Ran script to order
4/7/2010	NT	FSV				T:20110 inspection if needed.
4/8/2010	DM					T:31618 OB TTB1 VAI ADV FCL, SL DATE FOR 06/25, NEG CR
4/8/2010	DM					T:31618 REPORTING AND L/C'S, RFD: NO TENANTS FOR 3 MO'S
4/8/2010	DM					T:31618 WITH A LOSS OF 1200 A MO, B1 STATED WILL BE
4/8/2010	DM					T:31618 COMPLETING PACKAGE FOR A MOD, OFFERED PYMT
4/8/2010	DM					T:31618 OPTIONS, BB1 DECLINED, ADV NEG CR REPORTING AND
4/8/2010	DM					T:31618 L/C'S WILL CONTINUE TILL RESOLVED, B1 UNDERSTOOD.
4/8/2010	DM					T:31618 ACTION/RESULT CD CHANGED FROM BRUN TO BRUN
4/8/2010	DM					T:11713 OUTBOUND CALL: NO ANS. RRODRIGUEZ
4/8/2010	DM					T:11713 ACTION/RESULT CD CHANGED FROM BRNA TO BRUN
4/9/2010	CBR		0	00	1	T:00000 CR BUR RPT STATUS=N;EXPIRE DT = 05/14/10
4/9/2010	NT	ATTNC				T:26960 ATTNC: F/U attempt on incomplete pkg by
4/9/2010	NT	ATTNC				T:26960 ISGN - 03/24/10
4/9/2010	NT	ATTNC				T:26960 Attempt - Answering Machine - No msg
4/9/2010	PPT					mtr
4/9/2010	PPT					TASK:9003-FSV-CHANGD FUPDT 05/08/10
4/9/2010	PPT					mtr
4/9/2010	PPT					TASK:0002-FSV-CHANGD FUPDT 09/09/10
4/9/2010	NT	FSV				T:13735 fell in q. - acct in FC - last insp shows V/L
4/9/2010	NT	FSV				T:13735 SECURED - **will mtr** - kmtx3169
4/10/2010	NT	GCS				T:31686 **Working on grass list, Stop all is activated **
4/10/2010	NT	GCS				T:31686 Sent to TX**, bhaskar, fch
4/10/2010	NT	FSV				T:31686 **Working on grass list, Stop all is activated **
4/10/2010	NT	FSV				T:31686 Sent to TX**, bhaskar, fch
4/12/2010	NT	ATTNC				T:26960 ATTNC: F/U attempt on incomplete pkg by
4/12/2010	NT	ATTNC				T:26960 ISGN - 03/26/10
4/12/2010	NT	ATTNC				T:26960 Attempt - Answering Machine - No msg
4/12/2010	NT	ATTNC				T:26960 ATTNC: F/U attempt on incomplete pkg by
4/12/2010	NT	ATTNC				T:26960 ISGN - 03/26/10
4/12/2010	NT	ATTNC				T:26960 Attempt - No Answer/No Contact
4/14/2010	NT	ATTNC				T:26960 ATTNC: F/U attempt on incomplete pkg by
4/14/2010	NT	ATTNC				T:26960 ISGN - 03/25/10
4/14/2010	NT	ATTNC				T:26960 Attempt - No Answer/No Contact
4/14/2010	NT	ATTNC				T:26960 ATTNC: F/U attempt on incomplete pkg by
4/14/2010	NT	ATTNC				T:26960 ISGN - 03/25/10
4/14/2010	NT	ATTNC				T:26960 Attempt - No Answer/No Contact
4/16/2010	FSV		0	00	1	T:00000 INSP TP F RESULTS RCVD; ORD DT=04/07/10
4/19/2010	NT	ATTNC				T:26958 ATTNC:F/U attempt on incomplete pkg by
4/19/2010	NT	ATTNC				T:26958 ISGN - 03/29/10
4/19/2010	NT	ATTNC				T:26958 Attempt - No Answer/No Contact
4/19/2010	NT	ATTNC				T:26958 ATTNC:F/U attempt on incomplete pkg by
4/19/2010	NT	ATTNC				T:26958 ISGN - 03/29/10
4/19/2010	NT	ATTNC				T:26958 Attempt - No Answer/No Contact
4/20/2010	NT	ATTNC				T:26958 ATTNC:F/U attempt on incomplete pkg by
4/20/2010	NT	ATTNC				T:26958 ISGN - 03/29/10
4/20/2010	NT	ATTNC				T:26958 Attempt - Answering Machine - No Message
4/20/2010	D28		0	DT	8	FORCED BILLING STATEMENT FROM REPORT R628
4/21/2010	CIT	EOY50				T:01504 031 DONE 04/21/10 BY TLR 01504
4/21/2010	CIT	EOY50				T:01504 TSK TYP 155-CC TRACK - LM F
4/21/2010	CIT	EOY50				T:01504 031 Loss Mit closure letter sent
5/5/2010	DMD					T:22222 00/00/00 00:00:00
5/5/2010	DMD					T:22222 00/00/00 00:00:00
5/5/2010	DMD					T:22222 04/07/10 21:26:25 No answer
5/5/2010	DMD					T:22222 00/00/00 00:00:00
5/5/2010	DMD					T:22222 00/00/00 00:00:00
5/5/2010	DMD					T:22222 04/08/10 20:41:31 RPC No Resolution
5/5/2010	DMD					T:22222 00/00/00 00:00:00
5/5/2010	DMD					T:22222 00/00/00 00:00:00
5/5/2010	DMD					T:22222 04/16/10 19:22:24 No answer



5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	04/28/10 22:22:59 Answering Machine
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	04/19/10 20:06:39 Answering Machine
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	04/14/10 21:31:54 Answering Machine
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	04/14/10 16:59:53 Answering Machine
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	04/13/10 20:54:52 Answering Machine
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	00/00/00 00:00:00
5/5/2010	DMD					T:22222	04/19/10 22:46:57 Invalid Number
5/7/2010	FSV		0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =AUTO DELQ
5/10/2010	ET		0	0	0		ARM CHANGE NOTICE SCHEDULED FOR 05/11/10
5/12/2010	DMD					T:22222	00/00/00 00:00:00
5/12/2010	DMD					T:22222	00/00/00 00:00:00
5/12/2010	DMD					T:22222	05/12/10 15:49:56 ANSWERING MACHINE
5/12/2010	D19		0	04	8		ARM CHANGE NOTICE CREATED - LETTER
5/14/2010	DMD					T:22222	00/00/00 00:00:00
5/14/2010	DMD					T:22222	00/00/00 00:00:00
5/14/2010	DMD					T:22222	05/14/10 19:39:28 ANSWERING MACHINE
5/14/2010	CBR		0	00	1	T:00000	CR BUR RPT STATUS=NEXPIRE DT = 05/14/10
5/14/2010	NT	FSV				T:19588	fell in 9000 q. acct in FCL. Ordered YMC. cont to
5/14/2010	NT	FSV				T:19588	montr for sale date. MT tx 3184
5/14/2010	PPT						mtr
5/14/2010	PPT						TASK-9003-FSV-CHANGD FUPDT 06/25/10
5/14/2010	PPT						mtr
5/14/2010	PPT						TASK-3001-FSV-CHANGD FUPDT 05/28/10
5/14/2010	PPT						GC-START GRASS CUT (3000) COMPLETED 05/14/10
5/14/2010	NT	FSV				T:07044	emailed TX to review. trh/ia
5/18/2010	DMD					T:22222	00/00/00 00:00:00
5/18/2010	DMD					T:22222	00/00/00 00:00:00
5/18/2010	DMD					T:22222	05/18/10 15:40:59 ANSWERING MACHINE
5/19/2010	DMD					T:22222	00/00/00 00:00:00
5/19/2010	DMD					T:22222	00/00/00 00:00:00
5/19/2010	DMD					T:22222	05/19/10 12:51:50 ANSWERING MACHINE
5/19/2010	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
5/20/2010	DMD					T:22222	00/00/00 00:00:00
5/20/2010	DMD					T:22222	00/00/00 00:00:00
5/20/2010	DMD					T:22222	05/20/10 13:24:34 ANSWERING MACHINE
5/20/2010	FSV		0	00	1	T:00000	INSP TP F RESULTS RCVD; ORD DT=05/07/10
5/20/2010	NT	FSV				T:14211	Rec'd on Vacant & Open, acct in FCL, R@P on
5/20/2010	NT	FSV				T:14211	05/19/10. Found Vacant/Open. Ordered Resecure **
5/20/2010	NT	FSV				T:14211	Srinivas FICH**
5/20/2010	NT	FSV				T:30945	Rcv'd O/A id # 072009 rep @ Prop 05/19/2010
5/20/2010	NT	FSV				T:30945	1 tables, furniture, 36 @ \$35.00 = \$1,260.00
5/20/2010	NT	FSV				T:30945	2 Grass Cut Re-Cut 1 @ \$60.00 = \$60.00
5/20/2010	NT	FSV				T:30945	3 Grass Cut Re-Cut 1 @ \$70.00 = \$70.00
5/20/2010	NT	FSV				T:30945	4 Grass Cut Initial Cut 1 @ \$250.00 = \$250.00
5/20/2010	NT	FSV				T:30945	5 Grass Cut Initial Cut 1 @ \$300.00 = \$300.00
5/20/2010	NT	FSV				T:30945	Estimate Total : \$ 1,940.00
5/20/2010	NT	FSV				T:30945	ANSUMA
5/21/2010	DMD					T:22222	05/21/10 20:24:25 ANSWERING MACHINE
5/21/2010	DMD					T:22222	05/21/10 18:20:00 ANSWERING MACHINE
5/21/2010	DMD					T:22222	05/21/10 13:01:04 ANSWERING MACHINE
5/24/2010	PPT						mtr
5/24/2010	PPT						TASK-3001-FSV-CHANGD FUPDT 06/27/10
5/24/2010	PPT						CV - 072009 -WA (9005) COMPLETED 05/24/10
5/24/2010	NT	FSV				T:13735	OA for WO # 072009
5/24/2010	NT	FSV				T:13735	approved: initial perimeter grass cut @ 250.00
5/24/2010	NT	FSV				T:13735	total approved \$ 250.00
5/24/2010	NT	FSV				T:13735	denied remainder of bid
5/24/2010	NT	FSV				T:13735	updating tasks
5/24/2010	NT	FSV				T:13735	**mtr for results**
5/24/2010	NT	FSV				T:13735	kmtx3169
5/25/2010	NT	ATTNC				T:26960	ATTNC: F/U attempt on incomplete pkg by
5/25/2010	NT	ATTNC				T:26960	ISGN - 04/26/10
5/25/2010	NT	ATTNC				T:26960	Attempt - No Answer/No Contact
5/26/2010	DMD					T:22222	00/00/00 00:00:00
5/26/2010	DMD					T:22222	00/00/00 00:00:00
5/26/2010	DMD					T:22222	05/26/10 18:25:48 ANSWERING MACHINE
5/26/2010	NT	ATTNC				T:26958	ATTNC:F/U attempt on incomplete pkg by
5/26/2010	NT	ATTNC				T:26958	ISGN - 04/27/10
5/26/2010	NT	ATTNC				T:26958	Attempt - No Answer/No Contact
5/27/2010	DMD					T:22222	00/00/00 00:00:00
5/27/2010	DMD					T:22222	00/00/00 00:00:00
5/27/2010	DMD					T:22222	05/27/10 13:27:14 ANSWERING MACHINE
5/27/2010	PPT						DMG-LOSS/DSCVRY DATE (1031) COMPLETED 05/27/10
5/27/2010	PPT						DMG-SETUP LOSS DRAFT (1000) COMPLETED 05/27/10
5/27/2010	NT	DMG				T:13735	opened LD - DMGS_ Water Damage_AMT_5000+
5/27/2010	NT	DMG				T:13735	r@p 05/24/10
5/27/2010	NT	DMG				T:13735	kmtx3169
5/27/2010	NT	FSV				T:13735	working MCR 399192
5/27/2010	NT	FSV				T:13735	opened LD - DMGS_ Water Damage_AMT_5000+
5/27/2010	NT	FSV				T:13735	r@p 05/24/10
5/27/2010	NT	FSV				T:13735	kmtx3169
5/27/2010	NT	FSV				T:14855	been boarded. Mold in extra room at top of ceiling
5/27/2010	NT	FSV				T:14855	wall meeting. Looks like renovations were going
5/27/2010	NT	FSV				T:14855	on, vandalism. 36x79 door boarding. Recuts can do
5/27/2010	NT	FSV				T:14855	for allowable. FICH RAVI
5/27/2010	NT	FSV				T:14855	MCR JB #_399192_FROM_Re-secure
5/27/2010	NT	FSV				T:14855	ORD_05/20/10_CMPLTD_05/24/10_RECVD_05/27/10
5/27/2010	NT	FSV				T:14855	UTIL_OFF_GAS_OFF_ELEC_OFF_SUMPPUMP_OFF
5/27/2010	NT	FSV				T:14855	DMGS_ Water Damage_AMT_5000+
5/27/2010	NT	FSV				T:14855	LDRAFT_REFER TO TX_O/A TO FLLW_YES
5/27/2010	NT	FSV				T:14855	WORK CMPLTD_Board, lock work.Front door
5/27/2010	NT	FSV				T:14855	REP COMMENTS_gone, broken winows that have
5/27/2010	NT	FSV				T:26711	rcvd o/a id# 399192 rep @ prp 05/24/2010
5/27/2010	NT	FSV				T:26711	1 food, metal, trash, 5 @ \$35.00 = \$175.00

5/27/2010	NT	FSV				T:26711	2 wood, trash, 6 @ \$35.00 = \$210.00
5/27/2010	NT	FSV				T:26711	3 tra, 1 @ \$40.00 = \$40.00
5/27/2010	NT	FSV				T:26711	1 plant @ \$10.00 = \$10.00
5/27/2010	NT	FSV				T:26711	1 plant @ \$10.00 = \$10.00
5/27/2010	NT	FSV				T:26711	6 Grass Cut Initial Cut 1 @ \$150.00 = \$150.00
5/27/2010	NT	FSV				T:26711	Estimate Total : \$ 765.00
5/27/2010	NT	FSV				T:26711	Malli
5/28/2010	DMD					T:22222	00/00/00 00:00:00
5/28/2010	DMD					T:22222	00/00/00 00:00:00
5/28/2010	DMD					T:22222	05/28/10 11:11:01 ANSWERING MACHINE
5/28/2010	NT	ATTNC				T:26960	ATTNC: F/U attempt on incomplete pkg by
5/28/2010	NT	ATTNC				T:26960	ISGN - 04/28/10
5/28/2010	NT	ATTNC				T:26960	Attempt - Answering Machine - No msg
5/31/2010	NT	FSV				T:14216	MCR JB # ,415714 ,FROM_Estimate Approval
5/31/2010	NT	FSV				T:14216	ORD_05/24/10_CMPLTD_05/27/10_RECVD_05/31/10
5/31/2010	NT	FSV				T:14216	UTIL_UNK_GAS_UNK_ELEC_UNK_SUMPUMP_UNK
5/31/2010	NT	FSV				T:14216	DMGS_NO_AMT_NO
5/31/2010	NT	FSV				T:14216	L/DRAFT_NO_O/A TO FLLW_NO
5/31/2010	NT	FSV				T:14216	WORK CMPLTD ,Front and back yard grass cut
5/31/2010	NT	FSV				T:14216	complete per bid approval. Work only
5/31/2010	NT	FSV				T:14216	performed on exterior.
5/31/2010	NT	FSV				T:14216	REP COMMENTS ,NAVI FICH
6/1/2010	NT	ATTNC				T:26960	ATTNC: F/U attempt on incomplete pkg by
6/1/2010	NT	ATTNC				T:26960	ISGN - 04/30/10
6/1/2010	NT	ATTNC				T:26960	Attempt - Answering Machine - No msg
6/1/2010	NT	FSV				T:30510	*** no claim will be filed for there are no
6/1/2010	NT	FSV				T:30510	claimable damages. will close down the insurance
6/1/2010	NT	FSV				T:30510	tasks. R/ext2002/TX
6/1/2010	NT	FSV				T:13735	working MCR 415714
6/1/2010	NT	FSV				T:13735	no LD opened
6/1/2010	NT	FSV				T:13735	05/27/10
6/1/2010	NT	FSV				T:13735	kmtx3169
6/1/2010	PPT						mtr
6/1/2010	PPT						TASK:3001-FSV-CHANGD FUPDT 06/15/10
6/1/2010	PPT						GC-START GRASS CUT (3000) COMPLETED 06/01/10
6/1/2010	PPT						CV # 399192-WA (9006) COMPLETED 06/01/10
6/1/2010	NT	FSV				T:13735	OA for WO # 399192
6/1/2010	NT	FSV				T:13735	approved: initial grass cut @ 150.00
6/1/2010	NT	FSV				T:13735	total approved \$ 150.00
6/1/2010	NT	FSV				T:13735	denied remainder of bid
6/1/2010	NT	FSV				T:13735	updating tasks
6/1/2010	NT	FSV				T:13735	"mtr for results"
6/1/2010	NT	FSV				T:13735	kmtx3169
6/2/2010	DM					T:00000	EARLY IND: SCORE 191 MODEL EI90S
6/2/2010	DMD					T:22222	00/00/00 00:00:00
6/2/2010	DMD					T:22222	00/00/00 00:00:00
6/2/2010	DMD					T:22222	06/02/10 17:25:34 ANSWERING MACHINE
6/2/2010	NT	LMT				T:25101	workout package sent to borrower in note
6/3/2010	DMD					T:22222	00/00/00 00:00:00
6/3/2010	DMD					T:22222	00/00/00 00:00:00
6/3/2010	DMD					T:22222	06/03/10 12:08:08 INVALID NUMBER
6/4/2010	DMD					T:22222	00/00/00 00:00:00
6/4/2010	DMD					T:22222	00/00/00 00:00:00
6/4/2010	DMD					T:22222	06/04/10 14:17:35 ANSWERING MACHINE
6/7/2010	DMD					T:22222	00/00/00 00:00:00
6/7/2010	DMD					T:22222	00/00/00 00:00:00
6/7/2010	DMD					T:22222	06/07/10 20:26:56 ANSWERING MACHINE
6/7/2010	FSV		0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =AUTO DELQ
6/7/2010	CIT	BKR20				T:22117	032 Provide O/S Prop/Pres fees good through 30
6/7/2010	CIT	BKR20				T:22117	days Loan Number = 5315 PIR = 0.00
6/7/2010	CIT	BKR20				T:22117	Private Label = 0.00 Taxes = 0.00 PMI = 0.00
6/7/2010	CIT	BKR20				T:22117	PIA ACT/ACT, HFN PORTFOLIO = 110.00 P&I = 0.00
6/7/2010	CIT	BKR20				T:22117	Silent 2nd = 0.00 Please retarget this CIT to
6/7/2010	CIT	BKR20				T:22117	teller 10724 once fees/costs are obtained.
6/8/2010	DMD					T:22222	00/00/00 00:00:00
6/8/2010	DMD					T:22222	00/00/00 00:00:00
6/8/2010	DMD					T:22222	06/08/10 15:10:37 ANSWERING MACHINE
6/8/2010	NT	FSV				T:14217	Retargeting CIT 809
6/8/2010	NT	FSV				T:14217	Open Invoices : \$413.50
6/8/2010	NT	FSV				T:14217	Pending Invoices : \$150.00
6/8/2010	NT	FSV				T:14217	Additional possible pres fees : \$250.00
6/8/2010	NT	FSV				T:14217	Total quote : \$813.50
6/8/2010	NT	FSV				T:14217	Good for the next 30 days
6/8/2010	NT	FSV				T:14217	.. FICH Chandra
6/8/2010	CIT	COL40				T:14217	032 Retargeting CIT 809
6/8/2010	CIT	COL40				T:14217	Open Invoices : \$413.50
6/8/2010	CIT	COL40				T:14217	Pending Invoices : \$150.00
6/8/2010	CIT	COL40				T:14217	Additional possible pres fees : \$250.00
6/8/2010	CIT	COL40				T:14217	Total quote : \$813.50
6/8/2010	CIT	COL40				T:14217	Good for the next 30 days
6/8/2010	CIT	COL40				T:14217	.. FICH Chandra
6/9/2010	DMD					T:22222	00/00/00 00:00:00
6/9/2010	DMD					T:22222	00/00/00 00:00:00
6/9/2010	DMD					T:22222	06/09/10 14:14:04 ANSWERING MACHINE
6/9/2010	CIT	CSH30				T:11550	032 DONE 06/09/10 BY TLR 11550
6/9/2010	CIT	CSH30				T:11550	TSK TYP 809-REQUEST FOR PRO
6/10/2010	DMD					T:22222	00/00/00 00:00:00
6/10/2010	DMD					T:22222	00/00/00 00:00:00
6/10/2010	DMD					T:22222	06/10/10 12:29:30 ANSWERING MACHINE
6/10/2010	FOR						06/10/10 - 16:56 - 64713
6/10/2010	FOR						User has updated the system for the
6/10/2010	FOR						following event: Bid Approved,
6/10/2010	FOR						completed on 6/10/2010
6/10/2010	FOR						06/10/10 - 16:56 - 64713
6/10/2010	FOR						User has updated the system for the
6/10/2010	FOR						following event: Bidding
6/10/2010	FOR						Instructions Received By Attorney,
6/10/2010	FOR						completed on 6/10/2010
6/10/2010	FOR						06/10/10 - 16:56 - 64713
6/10/2010	FOR						User has updated the system for the
6/10/2010	FOR						following event: Bidding
6/10/2010	FOR						Instructions To Attorney, completed
6/10/2010	FOR						on 6/10/2010
6/10/2010	FOR						06/10/10 - 16:56 - 64713
6/10/2010	FOR						User has updated the system for the

6/10/2010	FOR						following event: Bid Calculation
6/10/2010	FOR						Completed: Completed on 6/10/2010
6/10/2010	FOR						BIDDING INSTRUCTIONS (609) COMPLETED 06/10/10
6/10/2010	FOR						to Declaration Pg 45 of 100
6/11/2010	DMD					T:22222	00/00/00 00:00:00
6/11/2010	DMD					T:22222	00/00/00 00:00:00
6/11/2010	DMD					T:22222	06/11/10 13:24:44 ANSWERING MACHINE
6/14/2010	DMD					T:22222	00/00/00 00:00:00
6/14/2010	DMD					T:22222	00/00/00 00:00:00
6/14/2010	DMD					T:22222	06/14/10 12:16:51 ANSWERING MACHINE
6/15/2010	DMD					T:22222	00/00/00 00:00:00
6/15/2010	DMD					T:22222	00/00/00 00:00:00
6/15/2010	DMD					T:22222	06/15/10 11:12:50 ANSWERING MACHINE
6/16/2010	DMD					T:22222	00/00/00 00:00:00
6/16/2010	DMD					T:22222	00/00/00 00:00:00
6/16/2010	DMD					T:22222	06/16/10 10:47:19 NO ANSWER
6/16/2010	FOR						06/16/10 - 13:27 - 80349
6/16/2010	FOR						/Dispute. Issue Comments: Please
6/16/2010	FOR						review the uploaded correspondence.
6/16/2010	FOR						thank you Status: Active
6/16/2010	FOR						06/16/10 - 13:27 - 80349
6/16/2010	FOR						System updated for the following
6/16/2010	FOR						event: User has created a
6/16/2010	FOR						Process-Level issue for this
6/16/2010	FOR						loan.Issue Type: FC Payment Research
6/16/2010	PPT						MTR
6/16/2010	PPT						TASK:3001-FSV-CHANGD FUPDT 06/22/10
6/16/2010	NT	GCS				T:26709	Fell in Queue 3001 task. Acct in FCL. last GC done
6/16/2010	NT	GCS				T:26709	on 5/27/2010 YMC is In Process, ""waiting for gc
6/16/2010	NT	GCS				T:26709	results"" Srinivas, Fich
6/16/2010	NT	FSV				T:26709	Fell in Queue 3001 task. Acct in FCL. last GC done
6/16/2010	NT	FSV				T:26709	on 5/27/2010 YMC is In Process, ""waiting for gc
6/16/2010	NT	FSV				T:26709	results"" Srinivas, Fich
6/17/2010	DMD					T:22222	00/00/00 00:00:00
6/17/2010	DMD					T:22222	00/00/00 00:00:00
6/17/2010	DMD					T:22222	06/17/10 12:40:15 ANSWERING MACHINE
6/17/2010	FOR						06/17/10 - 09:47 - 39283
6/17/2010	FOR						A fees and costs request has been
6/17/2010	FOR						completed for this loan by Mike
6/17/2010	FOR						Morano
6/17/2010	FOR						06/17/10 - 09:53 - 00000
6/17/2010	FOR						Resolution. Issue Comments: Please
6/17/2010	FOR						review the uploaded correspondence.
6/17/2010	FOR						thank you Status: Active
6/17/2010	FOR						06/17/10 - 10:39 - 56285
6/17/2010	FOR						at is the issue? What did you
6/17/2010	FOR						upload? I don't see any
6/17/2010	FOR						correspondence..
6/17/2010	FOR						06/17/10 - 09:53 - 00000
6/17/2010	FOR						System updated for the following
6/17/2010	FOR						event: User has updated a
6/17/2010	FOR						Process-Level issue for this loan.
6/17/2010	FOR						Issue updated to: Issue Type: Title
6/17/2010	FOR						06/17/10 - 10:39 - 56285
6/17/2010	FOR						System updated for the following
6/17/2010	FOR						event: User has ended the Issue
6/17/2010	FOR						associated with this loan. Issue
6/17/2010	FOR						Type: Title Resolution. Comments: Wh
6/18/2010	DMD					T:22222	00/00/00 00:00:00
6/18/2010	DMD					T:22222	00/00/00 00:00:00
6/18/2010	DMD					T:22222	06/18/10 11:21:04 ANSWERING MACHINE
6/18/2010	CBR	0	00	1		T:00000	FORECLOSURE STARTED
6/18/2010	CBR	0	00	1		T:00000	DELINQUENT: 180+ DAYS
6/18/2010	FOR						06/18/10 - 09:21 - 80349
6/18/2010	FOR						ssue Comments/Description: Please
6/18/2010	FOR						review the uploaded correspondence.
6/18/2010	FOR						thank you Issue Reso
6/18/2010	FOR						06/18/10 - 09:21 - 80349
6/18/2010	FOR						/ Subject: Re: Issue Request /
6/18/2010	FOR						Message: Please disregard. I opened
6/18/2010	FOR						the incorrect issue. Thanks and
6/18/2010	FOR						sorry for any confusion From
6/18/2010	FOR						06/18/10 - 09:21 - 80349
6/18/2010	FOR						Intercom Message: / Sent: 6/18/2010
6/18/2010	FOR						9:21:09 AM / From: Lyudvig
6/18/2010	FOR						Alavverdyan / To: Dilworth,Nancy; /
6/18/2010	FOR						CC: / Intercom Type: General Update
6/18/2010	FOR						06/18/10 - 09:21 - 80349
6/18/2010	FOR						Lyudvig Alavverdyan - (Cont) -
6/18/2010	FOR						lution: What is the issue? What
6/18/2010	FOR						did you upload? I don't see any
6/18/2010	FOR						correspondence.
6/18/2010	FOR						06/18/10 - 09:40 - 56285
6/18/2010	FOR						/ Subject: Re: Issue Request /
6/18/2010	FOR						06/18/10 - 09:17 - 80349
6/18/2010	FOR						bject: Issue Request /
6/18/2010	FOR						06/18/10 - 09:40 - 56285
6/18/2010	FOR						Intercom Message: / Read: 6/18/2010
6/18/2010	FOR						9:40:08 AM / From: Alavverdyan,
6/18/2010	FOR						Lyudvig / To: Dilworth, Nancy; /
6/18/2010	FOR						CC: / Intercom Type: General Update
6/18/2010	FOR						06/18/10 - 09:21 - 80349
6/18/2010	FOR						: Nancy Dilworth Subject: Issue
6/18/2010	FOR						Request Your issue for this file
6/18/2010	FOR						has been closed. Issue
6/18/2010	FOR						Type/Reason: Title Resolution I
6/18/2010	FOR						06/18/10 - 09:17 - 80349
6/18/2010	FOR						Intercom Message: / Read: 6/18/2010
6/18/2010	FOR						9:17:27 AM / From: Dilworth, Nancy
6/18/2010	FOR						/ To: Alavverdyan, Lyudvig; / CC:
6/18/2010	FOR						/ Intercom Type: General Update / Su
6/21/2010	DMD					T:22222	00/00/00 00:00:00
6/21/2010	DMD					T:22222	00/00/00 00:00:00
6/21/2010	DMD					T:22222	06/21/10 12:51:36 ANSWERING MACHINE
6/21/2010	D28	0	DT	8			BILLING STATEMENT FROM REPORT R628

6/22/2010	DMD					T:22222	00/00/00 00:00:00
6/22/2010	DMD					T:22222	00/00/00 00:00:00
6/22/2010	FOR					T:22222	06/22/10 15:54:23 ANSWERING MACHINE
6/22/2010	FOR						to Declaration Pg 46 of 100
6/22/2010	FOR						System updated for the following
6/22/2010	FOR						event: User has reprojected the
6/22/2010	FOR						step NOD Filed to 6/25/2010.
6/22/2010	FOR						Reason: Other. Comments: need to sta
6/22/2010	FOR						06/22/10 - 15:45 - 71584
6/22/2010	FOR						User has updated the system for the
6/22/2010	FOR						following event: NOD Filed. User
6/22/2010	FOR						changed date completed from
6/22/2010	FOR						2/17/2010 to incomplete. Reason: sta
6/22/2010	FOR						06/22/10 - 15:45 - 71584
6/22/2010	FOR						rtover due to error on nod .
6/22/2010	FOR						Status: Active, approval not
6/22/2010	FOR						required.
6/22/2010	FOR						06/22/10 - 15:45 - 71584
6/22/2010	FOR						rtover, need to restart due to
6/22/2010	FOR						wrong trustee name was on the NOD
6/23/2010	DMD					T:22222	00/00/00 00:00:00
6/23/2010	DMD					T:22222	00/00/00 00:00:00
6/23/2010	DMD					T:22222	06/23/10 14:03:50 RPC NO RESOLUTION
6/23/2010	NT	BKR				T:29939	b1 ci inq if the bkr chp 13 filed today wld stop
6/23/2010	NT	BKR				T:29939	the fcl sale date on 6/25, adv it shld. sarahn4022
6/23/2010	DM					T:02586	TTB1 VI ADV OF FCL SALE DATE B1 CALLED IN STATES
6/23/2010	DM					T:02586	SHE FILED BKR OPENED CIT# 895 XFER TO BKR DEPT
6/23/2010	DM					T:02586	ACTION/RESULT CD CHANGED FROM BRUN TO BRUN
6/23/2010	CIT	COL05				T:02586	033 new cit# 895
6/23/2010	CIT	COL05				T:02586	case number 1017161 cust name LINDA C NICHOLLS
6/23/2010	CIT	COL05				T:02586	ss - 534507410
6/23/2010	CIT	COL05				T:02586	bkr filed on 06/23/10
6/23/2010	CIT	COL05				T:02586	ch. 13 was filed
6/23/2010	CIT	COL05				T:02586	Customer is not using an atty representing
6/23/2010	CIT	COL05				T:02586	herself bkr filed in seattle, wa in the
6/23/2010	CIT	COL05				T:02586	western district
6/23/2010	DM					T:21289	TTB SAID THAT SHE WAS ON HER WAY TO FILE BK COURT
6/23/2010	DM					T:21289	ADVISED TO CL US BACK, SAID THAT SHE WILL FAX OVER
6/23/2010	DM					T:21289	THE FILING LATER TODAY
6/23/2010	DM					T:21289	ACTION/RESULT CD CHANGED FROM BRUN TO BRUN
6/23/2010	NT	FCLRE				T:02202	<B>Foreclosure Review Process
6/23/2010	NT	FCLRE				T:02202	Active Pay Arrangements: no
6/23/2010	NT	FCLRE				T:02202	Loss Mitigation being pursued: no
6/23/2010	NT	FCLRE				T:02202	Last Funds Received: 8/11/09 \$1250
6/23/2010	NT	FCLRE				T:02202	Workout Package Received: not w/in last 90 days
6/23/2010	NT	FCLRE				T:02202	Sale Status: Sale Not on hold - proceeding w/ sale
6/23/2010	PPT						mtr
6/23/2010	PPT						TASK:3001-FSV-CHANGD FUPDT 06/29/10
6/23/2010	NT	FSV				T:26711	Fell in Queue 3001 task. acct in fcl,
6/23/2010	NT	FSV				T:26711	YMC in process, waiting for results, will mtr..
6/23/2010	NT	FSV				T:26711	Malleswari
6/24/2010	FOR						06/24/10 - 11:14 - 46514
6/24/2010	FOR						User has updated the system for the
6/24/2010	FOR						following event: Attorney Confirmed
6/24/2010	FOR						File on Hold, completed on 6/24/2010
6/24/2010	FOR						06/24/10 - 09:00 - 78182
6/24/2010	FOR						Process opened 6/24/2010 by user
6/24/2010	FOR						Keith Green.
6/24/2010	FOR						06/24/10 - 09:01 - 78182
6/24/2010	FOR						User has updated the system for the
6/24/2010	FOR						following event: Attorney Notified
6/24/2010	FOR						to Place File on Hold, completed on
6/24/2010	FOR						6/24/2010
6/24/2010	BKR						UPDATED BY INTERFACE
6/24/2010	BKR						TASK:1503-BKR-CHANGD FUPDT 10/31/10
6/24/2010	BKR						UPDATED BY INTERFACE
6/24/2010	BKR						TASK:1601-BKR-CHANGD FUPDT 08/02/10
6/24/2010	BKR						UPDATE BY INTERFACE
6/24/2010	CIT	BKR20				T:16211	034 CIT 895 Chapter 13 filed on: 6/23/2010 By:
6/24/2010	CIT	BKR20				T:16211	LINDA CAROL NICHOLLS as Case Number 10-17161
6/24/2010	CIT	BKR20				T:16211	District: WESTERN (SEATTLE) Debtors: Atty and
6/24/2010	CIT	BKR20				T:16211	Phone No: PRO SE
6/24/2010	NT	FCLRE				T:02202	hold request has been confirmed in nt by attny
6/24/2010	NT	OCC				T:01504	Updated occupancy due to address change
6/24/2010	NT	HLDFC				T:02202	BK - stopped fcl sale and placed fcl on hold
6/24/2010	NT	FCLRE				T:02202	placed on hold in nt due to valid bk filed - need
6/24/2010	NT	FCLRE				T:02202	attny confirmation - will monitor
6/24/2010	NT	BKR				T:23795	Sent email to Keith Green verf that bkr is valid.
6/24/2010	NT	BKR				T:23795	BKr was filed on 6/23/10 as a chapter 13.
6/24/2010	NT	BKR				T:23795	tera2367457
6/24/2010	NT	LMT				T:02202	called bk dept in attempt to validate the bk so
6/24/2010	NT	LMT				T:02202	able to determine if need to put on hold or not -
6/24/2010	NT	LMT				T:02202	unable to get response due to won't release info
6/24/2010	NT	LMT				T:02202	unless b1 on the line - emailed trodden for answer
6/25/2010	BKR						06/25/10 - 17:28 - 11289
6/25/2010	BKR						/ Subject: Repeat Filer /
6/25/2010	BKR						06/25/10 - 09:57 - 00007
6/25/2010	BKR						Process opened 6/25/2010 by user
6/25/2010	BKR						Fidelity AutoProc.
6/25/2010	BKR						06/25/10 - 17:05 - 71234
6/25/2010	BKR						/ Subject: Repeat Filer / Message:
6/25/2010	BKR						This filing is a repeat filing
6/25/2010	BKR						relating to this mortgage and may
6/25/2010	BKR						be possible bankruptcy abuse. Plea
6/25/2010	BKR						06/25/10 - 17:05 - 71234
6/25/2010	BKR						Intercom Message: / Sent: 6/25/2010
6/25/2010	BKR						5:04:38 PM / From: Poomima
6/25/2010	BKR						Krishnappa / To: Turowska,Agata; /
6/25/2010	BKR						CC: / Intercom Type: General Update
6/25/2010	BKR						06/25/10 - 17:05 - 71234
6/25/2010	BKR						se review the prior filing
6/25/2010	BKR						information and determine if this
6/25/2010	BKR						filing is abusive. Please notify
6/25/2010	BKR						GMAC of any abusive filing and the r
6/25/2010	FOR						06/25/10 - 11:22 - 36367

6/25/2010	FOR				User has updated the system for the
6/25/2010	FOR				following event: Attorney Confirmed
6/25/2010	FOR				File on Hold, Completed on 6/25/2010
6/25/2010	FOR				to Declaration Pg 47 of 100
6/25/2010	FOR				User has updated the system for the
6/25/2010	FOR				following event: Attorney Notified
6/25/2010	FOR				to Place File on Hold, completed on
6/25/2010	FOR				6/25/2010
6/25/2010	BKR				06/25/10 - 17:05 - 71234
6/25/2010	BKR				recommended pleadings that should be
6/25/2010	BKR				filed.
6/25/2010	FOR				06/25/10 - 10:01 - 39183
6/25/2010	FOR				Process opened 6/25/2010 by user
6/25/2010	FOR				Kimberley Galindez.
6/25/2010	BKR				06/25/10 - 09:57 - 00007
6/25/2010	BKR				Process opened 6/25/2010 by user
6/25/2010	BKR				Fidelity AutoProc.
6/25/2010	BKR				06/25/10 - 17:28 - 11289
6/25/2010	BKR				Intercom Message: / Read: 6/25/2010
6/25/2010	BKR				5:27:52 PM / From: Krishnappa,
6/25/2010	BKR				Poornima / To: Turowska, Agata; /
6/25/2010	BKR				CC: / Intercom Type: General Update
6/25/2010	NT	BKR		T:31573	This filing is a repeat filing relating to this
6/25/2010	NT	BKR		T:31573	mortgage and may be possible bankruptcy abuse.
6/25/2010	NT	BKR		T:31573	Please review the prior filing information and
6/25/2010	NT	BKR		T:31573	determine if this filing is abusive. Please
6/25/2010	NT	BKR		T:31573	notify GMAC of any abusive filing and the
6/25/2010	NT	BKR		T:31573	recommended pleadings that should be filed.
6/25/2010	FOR				reprojected date due to bk filing
6/25/2010	FOR				TASK:0605-FCL-CHANGD FUPDT 08/01/10
6/25/2010	BKR				FILED NOTICE RECVD (1501) COMPLETED 06/25/10
6/25/2010	BKR				BANKRUPTCY FILED (1500) COMPLETED 06/23/10
6/25/2010	NT	FCLRE		T:02202	<B>Foreclosure Review Process
6/25/2010	NT	FCLRE		T:02202	no status change, still on hold for bk
6/28/2010	BKR				06/28/10 - 17:52 - 12211
6/28/2010	BKR				of. Issue Comments: Please advise
6/28/2010	BKR				as to who the current note holder
6/28/2010	BKR				is for this loan in which we will
6/28/2010	BKR				proceed with the legal action. Statu
6/28/2010	BKR				06/28/10 - 17:52 - 12211
6/28/2010	BKR				System updated for the following
6/28/2010	BKR				event: User has created a
6/28/2010	BKR				Process-Level issue for this
6/28/2010	BKR				loan.Issue Type: Action in the Name
6/28/2010	BKR				06/28/10 - 17:52 - 12211
6/28/2010	BKR				System updated for the following
6/28/2010	BKR				event: User has reprojected the
6/28/2010	BKR				step Proof of Claim Screen Set Up
6/28/2010	BKR				in Client System to 7/2/2010. Reason
6/28/2010	BKR				06/28/10 - 17:52 - 12211
6/28/2010	BKR				: Other. Comments: waiting on poc
6/28/2010	BKR				setup - Status: Active, approval
6/28/2010	BKR				not required.
6/28/2010	BKR				06/28/10 - 17:52 - 12211
6/28/2010	BKR				s: Active
6/28/2010	FOR				06/28/10 - 17:52 - 12211
6/28/2010	FOR				A fees and costs request has been
6/28/2010	FOR				entered for this loan by Ryan
6/28/2010	FOR				Haringa, good through 6/23/2010
6/28/2010	PPT				mtr
6/28/2010	PPT				TASK:9003-FSV-CHANGD FUPDT 07/25/10
6/28/2010	PPT				CV # 582632 - WA (9007) COMPLETED 06/28/10
6/28/2010	NT	FSV		T:13735	OA for WO # 582632
6/28/2010	NT	FSV		T:13735	denied all.
6/28/2010	NT	FSV		T:13735	updating tasks
6/28/2010	NT	FSV		T:13735	**mtr**
6/28/2010	NT	FSV		T:13735	kmbx3169
6/28/2010	NT	FSV		T:26713	Rcv'd O/A ID# 582632 rep @ 06/24/2010
6/28/2010	NT	FSV		T:26713	1 wood 2 @ \$35.00 = \$70.00
6/28/2010	NT	FSV		T:26713	Estimate Total : \$ 70.00
6/28/2010	NT	FSV		T:26713	Ganesh
6/28/2010	CIT	BKR		T:31571	033 DONE 06/28/10 BY TLR 31571
6/28/2010	CIT	BKR		T:31571	TSK TYP 895-NOTIFICATN - NE
6/28/2010	CIT	BKR		T:31571	033 Closing CIT 895. BK already laoded
6/29/2010	FOR				06/29/10 - 16:11 - 46294
6/29/2010	FOR				\$1729.33 AMOUNT DUE \$1791.33
6/29/2010	FOR				06/29/10 - 16:11 - 46294
6/29/2010	FOR				Fees and costs response: Good
6/29/2010	FOR				Through:6/23/2010 Fees: 0 Costs:
6/29/2010	FOR				1791.33 Comment: TOTAL AMOUNT
6/29/2010	FOR				INCURRED \$4240.80 TOTAL AMOUNT PAID
6/29/2010	FOR				06/29/10 - 16:11 - 46294
6/29/2010	FOR				A fees and costs Response Comment
6/29/2010	FOR				has been completed for this loan by
6/29/2010	FOR				Germaine Joseph
6/29/2010	BKR				06/29/10 - 15:50 - 11927
6/29/2010	BKR				or Post-Confirmation. Thanks!
6/29/2010	BKR				Status: Active
6/29/2010	BKR				06/29/10 - 15:50 - 11927
6/29/2010	BKR				est-BK. Issue Comments: Repeat
6/29/2010	BKR				filer. 7 prior BK's. Please
6/29/2010	BKR				approve \$5450 + 150 for pre
6/29/2010	BKR				confirmation and \$350.00 + \$150.00 f
6/29/2010	BKR				06/29/10 - 15:50 - 11927
6/29/2010	BKR				System updated for the following
6/29/2010	BKR				event: User has created a
6/29/2010	BKR				Process-Level issue for this
6/29/2010	BKR				loan.Issue Type: Additional Fee Requ
6/29/2010	FOR				06/28/10 - 20:31 - 11617
6/29/2010	FOR				System updated for the following
6/29/2010	FOR				event: User has ended the Issue
6/29/2010	FOR				associated with this loan. Issue
6/29/2010	FOR				Type: Action in the Name of. Comment
6/29/2010	BKR				06/29/10 - 11:06 - 12211
6/29/2010	BKR				ect: Issue Request /

6/29/2010	FOR				06/28/10 - 20:31 - 11617
6/29/2010	FOR				1 Foreclosure Requested/ Pending
6/29/2010	FOR				Read: Linda Haringa, CC: /
6/29/2010	FOR				to Declaration Pg 48 of 100
6/29/2010	FOR				A fees and costs Response Comment
6/29/2010	FOR				has been completed for this loan by
6/29/2010	FOR				Germaine Joseph
6/29/2010	BKR				06/29/10 - 11:06 - 12211
6/29/2010	BKR				Intercom Message: / Read: 6/29/2010
6/29/2010	BKR				11:06:15 AM / From: Melendez, Abril
6/29/2010	BKR				/ To: Haringa, Ryan; / CC: /
6/29/2010	BKR				Intercom Type: General Update / Subj
6/29/2010	CIT	CSH15			T:20001 035 New CIT 953. Please active the POC screen.
6/29/2010	CIT	CSH15			T:20001 Thanks. -
6/29/2010	NT	BKR			T:01986 Vendor code updated.
6/29/2010	CIT	SBO60			T:01986 034 DONE 06/29/10 BY TLR 01986
6/29/2010	CIT	SBO60			T:01986 TSK TYP 895-NOTIFICATN - NE
6/29/2010	CIT	SBO60			T:01986 034 Closing CIT 895-Chapter 13 filed on: 6/23/2010
6/29/2010	CIT	SBO60			T:01986 By: LINDA CAROL NICHOLLS as Case Number
6/29/2010	CIT	SBO60			T:01986 10-17161 is already loaded.
6/30/2010	BKR				06/30/10 - 15:26 - 11927
6/30/2010	BKR				ect. Issue Request /
6/30/2010	BKR				06/30/10 - 15:27 - 11927
6/30/2010	BKR				rmation. Thanks! Status: Active
6/30/2010	BKR				06/30/10 - 15:27 - 11927
6/30/2010	BKR				est-BK. Issue Comments: Repeat
6/30/2010	BKR				filer. 7 prior BK's. Please approve
6/30/2010	BKR				\$5450 + 150 for pre confirmation
6/30/2010	BKR				and \$350.00 + \$150.00 for Post-Confl
6/30/2010	BKR				06/30/10 - 15:27 - 11927
6/30/2010	BKR				ect. Issue Request /
6/30/2010	BKR				06/30/10 - 14:16 - 39029
6/30/2010	BKR				ments: Please reopen this issue.
6/30/2010	BKR				advise the amt. needed for this
6/30/2010	BKR				action..
6/30/2010	BKR				06/30/10 - 15:27 - 11927
6/30/2010	BKR				Intercom Message: / Read: 6/30/2010
6/30/2010	BKR				3:26:50 PM / From: Chambers, David
6/30/2010	BKR				/ To: Fang, Soua; / CC: /
6/30/2010	BKR				Intercom Type: General Update / Subj
6/30/2010	BKR				06/30/10 - 14:16 - 39029
6/30/2010	BKR				System updated for the following
6/30/2010	BKR				event: User has ended the Issue
6/30/2010	BKR				associated with this loan. Issue
6/30/2010	BKR				Type: Additional Fee Request-BK. Com
6/30/2010	BKR				06/30/10 - 15:27 - 11927
6/30/2010	BKR				System updated for the following
6/30/2010	BKR				event: User has created a
6/30/2010	BKR				Process-Level issue for this
6/30/2010	BKR				loan.Issue Type: Additional Fee Requ
6/30/2010	BKR				06/30/10 - 15:26 - 11927
6/30/2010	BKR				Intercom Message: / Read: 6/30/2010
6/30/2010	BKR				3:26:25 PM / From: Chambers, David
6/30/2010	BKR				/ To: Fang, Soua; / CC: /
6/30/2010	BKR				Intercom Type: General Update / Subj
6/30/2010	PPT				mtr
6/30/2010	PPT				TASK:3001-FSV-CHANGD FUPDT 07/06/10
6/30/2010	NT	GCS			T:31685 Fell in Queue 3001, Acct in FCL, waiting on YMC
6/30/2010	NT	GCS			T:31685 results, Kalyan
6/30/2010	NT	FSV			T:31685 Fell in Queue 3001, Acct in FCL, waiting on YMC
6/30/2010	NT	FSV			T:31685 results, Kalyan
6/30/2010	CIT	CSH15			T:20001 035 DONE 06/30/10 BY TLR 20001
6/30/2010	CIT	CSH15			T:20001 TSK TYP 953-POC NEEDED
6/30/2010	CIT	BKR			T:13207 035 CIT953 Please use this CIT to request cash
6/30/2010	CIT	BKR			T:13207 movement so that the POC can be set up
7/1/2010	BKR				07/01/10 - 11:02 - 11927
7/1/2010	BKR				ect. Issue Request /
7/1/2010	BKR				07/01/10 - 11:02 - 11927
7/1/2010	BKR				Intercom Message: / Read: 7/1/2010
7/1/2010	BKR				11:02:01 AM / From: Chambers, David
7/1/2010	BKR				/ To: Fang, Soua; / CC: /
7/1/2010	BKR				Intercom Type: General Update / Subj
7/1/2010	BKR				07/01/10 - 09:31 - 39029
7/1/2010	BKR				ments: \$600.00 fee approved..
7/1/2010	BKR				07/01/10 - 09:31 - 39029
7/1/2010	BKR				System updated for the following
7/1/2010	BKR				event: User has ended the Issue
7/1/2010	BKR				associated with this loan. Issue
7/1/2010	BKR				Type: Additional Fee Request-BK. Com
7/2/2010	DM				T:00000 EARLY IND: SCORE 191 MODEL EI90S
7/2/2010	BKR				07/02/10 - 16:55 - 12211
7/2/2010	BKR				: Other. Comments: waiting on poc
7/2/2010	BKR				setup - Status: Active, approval
7/2/2010	BKR				not required.
7/2/2010	BKR				07/02/10 - 16:55 - 12211
7/2/2010	BKR				System updated for the following
7/2/2010	BKR				event: User has reprojected the
7/2/2010	BKR				step Proof of Claim Screen Set Up
7/2/2010	BKR				in Client System to 7/9/2010. Reason
7/7/2010	FSV	0	00	1	T:00000 INSP TYPE E ORDERED; REQ CD =AUTO DELQ
7/7/2010	FSV	0	00	1	T:00000 INSP TP F RESULTS RCVD; ORD DT=06/07/10
7/7/2010	PPT				MTR
7/7/2010	PPT				TASK:3001-FSV-CHANGD FUPDT 07/09/10
7/8/2010	BKR				07/08/10 - 08:18 - 88652
7/8/2010	BKR				your behalf. Please advise if you
7/8/2010	BKR				would like our office to create the
7/8/2010	BKR				Assignment needed. Thank y
7/8/2010	BKR				07/08/10 - 08:18 - 88652
7/8/2010	BKR				. Issue Comments: Our office is in
7/8/2010	BKR				need of the Assignment transferring
7/8/2010	BKR				this loan to the current note
7/8/2010	BKR				holder. Please provide a copy of an
7/8/2010	BKR				07/08/10 - 08:18 - 88652
7/8/2010	BKR				System updated for the following
7/8/2010	BKR				event: User has created a

7/8/2010	BKR					Process-Level issue for this
7/8/2010	BKR					loan. Issue Type: Original Assignment
7/8/2010	BKR					07/08/10 - 08:18 - 88652
7/8/2010	BKR					to Declaration this
7/8/2010	BKR					loan. If your office does not have
7/8/2010	BKR					a copy of the Assignment needed,
7/8/2010	BKR					our office is able to create one on
7/8/2010	BKR					07/08/10 - 08:18 - 88652
7/8/2010	BKR					Mario Guerrero - (Cont) - oul
7/8/2010	BKR					Status: Active
7/8/2010	NT	BK				T:10607 POC setup applying funds 94.30 /* to 040.
7/9/2010	CBR		0	00	1	T:00000 DELINQUENT: 180+ DAYS
7/9/2010	CBR		0	00	1	T:00000 PB PETITION FOR CHAPTER 13
7/9/2010	CBR		0	00	1	T:00000 CHANGE IN PRIMARY BORROWERS ADDR
7/9/2010	BKR					07/08/10 - 19:14 - 12211
7/9/2010	BKR					ment Needed. Issue Comments: POC
7/9/2010	BKR					setup applying funds 94.30 /* to
7/9/2010	BKR					040. Status: Active
7/9/2010	BKR					07/08/10 - 19:14 - 12211
7/9/2010	BKR					System updated for the following
7/9/2010	BKR					event: User has created a
7/9/2010	BKR					Process-Level issue for this
7/9/2010	BKR					loan. Issue Type: POC Setup Cash Move
7/9/2010	BKR					07/09/10 - 07:31 - 86908
7/9/2010	BKR					. Comments: done.
7/9/2010	BKR					07/09/10 - 07:31 - 86908
7/9/2010	BKR					System updated for the following
7/9/2010	BKR					event: User has ended the Issue
7/9/2010	BKR					associated with this loan. Issue
7/9/2010	BKR					Type: POC Setup Cash Movement Needed
7/9/2010	BKR					07/09/10 - 12:34 - 12211
7/9/2010	BKR					System updated for the following
7/9/2010	BKR					event: User has reprojected the
7/9/2010	BKR					step Proof of Claim Screen Set Up
7/9/2010	BKR					in Client System to 7/16/2010. Reaso
7/9/2010	BKR					07/09/10 - 12:35 - 12211
7/9/2010	BKR					Intercom Message: / Read: 7/9/2010
7/9/2010	BKR					12:35:20 PM / From: lppoliti,
7/9/2010	BKR					Robert / To: Haringa, Ryan; / CC:
7/9/2010	BKR					/ Intercom Type: General Update / Su
7/9/2010	BKR					07/09/10 - 12:35 - 12211
7/9/2010	BKR					bject: Issue Request /
7/9/2010	BKR					07/09/10 - 12:34 - 12211
7/9/2010	BKR					n. Other. Comments: waiting on poc
7/9/2010	BKR					setup . Status: Active. approval
7/9/2010	BKR					not required.
7/9/2010	BKR					07/09/10 - 00:24 - 11617
7/9/2010	BKR					System updated for the following
7/9/2010	BKR					event: User has approved the issue.
7/9/2010	BKR					issue type: Original Assignment.
7/9/2010	BKR					Status: Active, Approved.
7/12/2010	PPT					mtr
7/12/2010	PPT					TASK:9003-FSV-CHANGD FUPDT 07/23/10
7/12/2010	PPT					GC-START GRASS CUT (3000) COMPLETED 07/12/10
7/12/2010	NT	FSV				T:13735 OA for WO # 467033
7/12/2010	NT	FSV				T:13735 approved: remove ext debris @ 70.00
7/12/2010	NT	FSV				T:13735 total approved: 70.00
7/12/2010	NT	FSV				T:13735 denied remainder of bid
7/12/2010	NT	FSV				T:13735 updating tasks - **mtr for results** - KM/TX
7/12/2010	PPT					CV# 467033 - WA (9008) COMPLETED 07/12/10
7/12/2010	NT	FSV				T:13735 working MCR 467033
7/12/2010	NT	FSV				T:13735 no LD opened
7/12/2010	NT	FSV				T:13735 r@p 07/09/10
7/12/2010	NT	FSV				T:13735 KM/TX
7/12/2010	NT	FSV				T:14855 MCR JB #_467033_FROM_Estimate Approval
7/12/2010	NT	FSV				T:14855 ORD_06/01/10_CMPLTD_07/09/10_RECVD_07/12/10
7/12/2010	NT	FSV				T:14855 UTIL_OFF_GAS_OFF_ELEC_OFF_SUMPPUMP_OFF
7/12/2010	NT	FSV				T:14855 DMGS_NO_AMT_NO
7/12/2010	NT	FSV				T:14855 LDRAFT_NO_O/A TO FLLW_YES
7/12/2010	NT	FSV				T:14855 WORK CMPLTD_Work done as per estimate approval.
7/12/2010	NT	FSV				T:14855 REP COMMENTS_FICH RAVI
7/12/2010	NT	FSV				T:26709 Rcvd o/a id# 467033 rep @ prp 07/09/10
7/12/2010	NT	FSV				T:26709 1 metal, lumber 2 @ \$35.00 = \$70.00
7/12/2010	NT	FSV				T:26709 2 tree trimming 1 @ \$350.00 = \$350.00
7/12/2010	NT	FSV				T:26709 Estimate Total : \$ 420.00
7/12/2010	NT	FSV				T:26709 Srinivas, FICH
7/12/2010	NT	FSV				T:26709 Sent new CIT 950. Requesting permission to
7/12/2010	NT	FSV				T:26709 complete preservation work.**waiting on response**
7/12/2010	CIT	COL40				T:26709 036 New CIT950.Please advise if we can secure this
7/12/2010	CIT	COL40				T:26709 vacant property, cut grass and winterized
7/12/2010	CIT	COL40				T:26709 property if needed. Retarget to the teller***
7/12/2010	CIT	COL40				T:26709 13735
7/13/2010	FSV		0	00	1	T:00000 INSP TYPE E CANCELLED: REQ CD =AUTO DELO
7/13/2010	BKR					07/13/10 - 10:03 - 12234
7/13/2010	BKR					Intercom Message: / Sent: 7/13/2010
7/13/2010	BKR					10:03:25 AM / From: Alton Simpson /
7/13/2010	BKR					To: Brown,Ann; / CC: / Intercom
7/13/2010	BKR					Type: Response Needed / Subject: Pro
7/13/2010	BKR					07/13/10 - 10:03 - 12234
7/13/2010	BKR					erty pres. / Message: Please
7/13/2010	BKR					advise if we can secure this
7/13/2010	BKR					vacant property, cut grass and
7/13/2010	BKR					winterized property if needed.
7/13/2010	BKR					07/13/10 - 10:08 - 57483
7/13/2010	BKR					Intercom From: Simpson, Alton - To:
7/13/2010	BKR					Brown, Ann; /
7/13/2010	PPT					mtr
7/13/2010	PPT					TASK:9003-FSV-CHANGD FUPDT 08/13/10
7/13/2010	PPT					CV-968424-WA (9009) COMPLETED 07/13/10
7/13/2010	NT	FSV				T:13735 OA for WO # 968424
7/13/2010	NT	FSV				T:13735 denied all.
7/13/2010	NT	FSV				T:13735 updating tasks
7/13/2010	NT	FSV				T:13735 **mtr**
7/13/2010	NT	FSV				T:13735 KM/TX
7/13/2010	NT	FSV				T:01392 Ran script CINS1097 to attempt to cancel the open

7/13/2010	NT	FSV				T:01392	Inspection order due to this loan was on the HFN
7/13/2010	NT	FSV				T:01392	CONV Inspection HFN Reports
7/13/2010	NT	FSV				T:25101	DELINQ INSP HOLD PLACED; REL DT 07/23/10
7/13/2010	NT	FSV				T:20110	criteria in the BKR CNV-hfn report.
7/13/2010	NT	FSV				T:14853	Rcvd o/a id# 968424 rep @ prp 07/09/2010
7/13/2010	NT	FSV				T:14853	1 trash, trimmings, 2 @ \$35.00 = \$70.00
7/13/2010	NT	FSV				T:14853	Estimate Total : \$ 70.00
7/13/2010	NT	FSV				T:14853	Narsingarao,fich
7/16/2010	BKR						07/15/10 - 19:41 - 12211
7/16/2010	BKR						n: Other: Comments: waiting on poc
7/16/2010	BKR						setup . Status: Active, approval
7/16/2010	BKR						not required.
7/16/2010	BKR						07/15/10 - 19:41 - 12211
7/16/2010	BKR						System updated for the following
7/16/2010	BKR						event: User has reprojected the
7/16/2010	BKR						step Proof of Claim Screen Set Up
7/16/2010	BKR						in Client System to 7/23/2010. Reaso
7/16/2010	CIT	BKR20				T:23853	036 Debtor is Pro Se and can not be contacted.
7/16/2010	CIT	BKR20				T:23853	Please refrain from proceeding with property
7/16/2010	CIT	BKR20				T:23853	preservation. However, if an emergency exists
7/16/2010	CIT	BKR20				T:23853	that requires the property to be immediately
7/16/2010	CIT	BKR20				T:23853	secured, please provide our firm with this
7/16/2010	CIT	BKR20				T:23853	information.
7/19/2010	FSV		0	00	1	T:00000	INSP TP E RESULTS RCVD: ORD DT=07/07/10
7/19/2010	PPT						CV #084336-WA (9010) COMPLETED 07/13/10
7/19/2010	NT	FSV				T:31318	Working O/A #22084336 approved the order but
7/19/2010	NT	FSV				T:31318	b/c acct in BKY cancelled the Work Order
7/19/2010	NT	FSV				T:31318	#222441771 ...will mtr...mccoy tx 3075
7/19/2010	NT	CSH				T:01796	Received atty refund check #0001748371 iao
7/19/2010	NT	CSH				T:01796	\$1,597.63 from ETS. It was for 14 loans. \$50.00
7/19/2010	NT	CSH				T:01796	was for this loan. Sent to Cash to post to fees. -
7/19/2010	NT	CSH				T:01796	krc
7/19/2010	NT	FSV				T:14855	mold over the door way in the back porch appears
7/19/2010	NT	FSV				T:14855	to be from a leak from above in the roof. There
7/19/2010	NT	FSV				T:14855	are renovations that were being done all through
7/19/2010	NT	FSV				T:14855	the house that are still unfinished sheet rocking
7/19/2010	NT	FSV				T:14855	and framing, the house has just been neglected for
7/19/2010	NT	FSV				T:14855	so long inside and out and is weathered paint and
7/19/2010	NT	FSV				T:14855	siding and interior needs all reworked. FICH RAVI
7/19/2010	NT	FSV				T:14855	MCR JB # _084336_FROM_Estimate Approval
7/19/2010	NT	FSV				T:14855	ORD_07/12/10_CMPLTD_07/13/10_RECVD_07/19/10
7/19/2010	NT	FSV				T:14855	UTIL_OFF_GAS_OFF_ELEC_OFF_SUMPPUMP_OFF
7/19/2010	NT	FSV				T:14855	DMGS_ Water Damage_AMT_5000+
7/19/2010	NT	FSV				T:14855	L/DRAFT_REFER TO IA_O/A TO FLLW_YES
7/19/2010	NT	FSV				T:14855	WORK CMPLTD_Trash out / general / damage /
7/19/2010	NT	FSV				T:14855	REP COMMENTS_pad lock shed bid / berry vine,
7/19/2010	FSV		0	0	1	T:14213	DELINQ INSP HOLD RELEASED
7/19/2010	NT	FSV				T:14213	Closing CIT 950...acct in BKY, as per remarks
7/19/2010	NT	FSV				T:14213	cannot Secure property ** Will monitor** FICH
7/19/2010	NT	FSV				T:14213	M.S.Reddy.
7/19/2010	CIT	COL40				T:14213	036 DONE 07/19/10 BY TLR 14213
7/19/2010	CIT	COL40				T:14213	TSK TYP 950-BANKRUPTCY PRES
7/19/2010	CIT	COL40				T:14213	036 Closing CIT 950...acct in BKY, as per remarks
7/19/2010	CIT	COL40				T:14213	cannot Secure property ** Will monitor** FICH
7/19/2010	CIT	COL40				T:14213	M.S.Reddy.
7/19/2010	NT	FSV				T:26712	contd...
7/19/2010	NT	FSV				T:26712	12 Grass Cut Initial Cut 1 @ \$250.00 = \$250.00
7/19/2010	NT	FSV				T:26712	Estimate Total : \$ 2,780.00
7/19/2010	NT	FSV				T:26712	Lakshmi
7/19/2010	NT	FSV				T:26712	rcvd o/a id #084336 rep @ prp 07/13/10
7/19/2010	NT	FSV				T:26712	1 wood, 6 @ \$35.00 = \$210.00
7/19/2010	NT	FSV				T:26712	2 truck tire. 1 @ \$10.00 = \$10.00
7/19/2010	NT	FSV				T:26712	3 Paint 3 @ \$10.00 = \$30.00
7/19/2010	NT	FSV				T:26712	4 oil/gass mix 1 @ \$10.00 = \$10.00
7/19/2010	NT	FSV				T:26712	5 clean toilet 1 @ \$70.00 = \$70.00
7/19/2010	NT	FSV				T:26712	6 pad locks 1 @ \$80.00 = \$80.00
7/19/2010	NT	FSV				T:26712	7 contractor 1 @ \$200.00 = \$200.00
7/19/2010	NT	FSV				T:26712	8 test for mold 1 @ \$400.00 = \$400.00
7/19/2010	NT	FSV				T:26712	9 electrical work. 1 @ \$250.00 = \$250.00
7/19/2010	NT	FSV				T:26712	10 berry vines 1 @ \$500.00 = \$500.00
7/19/2010	NT	FSV				T:26712	11 Grass Cut Re-Cut 7 @ \$110.00 = \$770.00
7/20/2010	BKR						reprojected.
7/20/2010	BKR						TASK:1502-BKR-CHANGD FUPDT 07/30/10
7/20/2010	NT	FSV				T:01392	Inspection Hold Placed 07/20/10 - Account met the
7/20/2010	NT	FSV				T:01392	criteria in the BKR CNV-hfn report.
7/20/2010	PPT						CV-WA (9011) COMPLETED 07/20/10
7/20/2010	NT	FSV				T:13735	Account in BK - not permitted to do work -
7/20/2010	NT	FSV				T:13735	cancelling all maintenance
7/20/2010	NT	FSV				T:13735	working MCR 084336
7/20/2010	NT	FSV				T:13735	DMGS_ Water Damage_AMT_5000+
7/20/2010	NT	FSV				T:13735	NO L/DRAFT opened
7/20/2010	NT	FSV				T:13735	r@p 07/13/10 KMTX
7/20/2010	FSV		0	0	1	T:25101	DELINQ INSP HOLD PLACED; REL DT =07/27/10
7/20/2010	D28		0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628
7/22/2010	BKR						07/22/10 - 15:14 - 12211
7/22/2010	BKR						Process opened 7/22/2010 by user
7/22/2010	BKR						Ryan Haringa.
7/22/2010	BKR						07/22/10 - 15:14 - 12211
7/22/2010	BKR						User has updated the system for the
7/22/2010	BKR						following event: Plan Review
7/22/2010	BKR						Referred to Attorney, completed on
7/22/2010	BKR						7/22/2010
7/22/2010	BKR						07/22/10 - 15:14 - 12211
7/22/2010	BKR						User has updated the system for the
7/22/2010	BKR						following event: Proof of Claim
7/22/2010	BKR						Screen Set Up in Client System,
7/22/2010	BKR						completed on 7/22/2010
7/22/2010	BKR						07/22/10 - 15:15 - 12211
7/22/2010	BKR						Process opened 7/22/2010 by user
7/22/2010	BKR						Ryan Haringa.
7/22/2010	BKR						07/22/10 - 15:16 - 12211
7/22/2010	BKR						User has updated the system for the
7/22/2010	BKR						following event: Preliminary Plan
7/22/2010	BKR						Review Complete, completed on



7/22/2010	BKR					7/10/2010
7/22/2010	BKR					07/22/10 - 15:15 - 12211
7/22/2010	BKR					User has updated the system for the following event: Plan Review
7/22/2010	BKR					Received by Attorney, completed on 7/22/2010
7/22/2010	BKR					07/22/10 - 15:15 - 12211
7/22/2010	BKR					Does the plan propose to Strip our Lien :: False Does the Plan propose a cram down of our mortgage :: False
7/22/2010	BKR					07/22/10 - 15:15 - 12211
7/22/2010	BKR					User has completed the B2_PlanDtl2 data form with the following entries: Should a POC be filed: : Yes It is necessary to file a POC
7/22/2010	BKR					07/22/10 - 15:16 - 12211
7/22/2010	BKR					User has updated the system for the following event: Proof of Claim
7/22/2010	BKR					Referred to Attorney, completed on 7/10/2010
7/22/2010	BKR					07/22/10 - 15:16 - 12211
7/22/2010	BKR					User has updated the system for the following event: Proof of Claim
7/22/2010	BKR					Received by Attorney, completed on 7/10/2010
7/22/2010	VEA		0	00	0	ONLINE ESCROW ANALYSIS SENT TO PRINT VENDO
7/22/2010	CIT	ESC05				T:01749 037 DONE 07/22/10 BY TLR 01749
7/22/2010	CIT	ESC05				T:01749 TSK TYP 315-BKR INITIAL POS
7/22/2010	CIT	ESC05				T:01749 037 closing cit 315-analyzed eff 7-10 1320.55
7/22/2010	CIT	BKR20				T:10607 037 Applying 6335.89 from escrow shortage to bk
7/22/2010	CIT	BKR20				T:10607 poc. First payment due 7/1/10. Please adjust payment amount.
7/23/2010	BKR					07/23/10 - 16:34 - 11927
7/23/2010	BKR					has been endorsed to the current beneficiary under the Deed of Trust or whether it has been endorsed in blank. Thanks. Status: Active
7/23/2010	BKR					07/23/10 - 16:34 - 11927
7/23/2010	BKR					longe Needed. Issue Comments: Please provide a copy of the Note along with any allonges to the Note. Please advise whether the Note
7/23/2010	BKR					07/23/10 - 16:34 - 11927
7/23/2010	BKR					System updated for the following event: User has created a Process-Level issue for this loan.Issue Type: Note Endorsement/AI
7/23/2010	BKR					07/23/10 - 16:19 - 11927
7/23/2010	BKR					ect: Issue Request /
7/23/2010	BKR					07/23/10 - 16:19 - 11927
7/23/2010	BKR					Intercom Message: / Read: 7/23/2010 4:19:17 PM / From: Chambers, David / To: Fang, Soua; / CC: /
7/23/2010	BKR					Intercom Type: General Update / Subj
7/23/2010	BKR					07/23/10 - 16:34 - 11927
7/23/2010	BKR					location of the original Note. Thanks. Status: Active
7/23/2010	BKR					07/23/10 - 16:34 - 11927
7/23/2010	BKR					I note needed. Issue Comments: Please advise as to the entity that is currently in possession of the Note & the physical address for the
7/23/2010	BKR					07/23/10 - 16:34 - 11927
7/23/2010	BKR					System updated for the following event: User has created a Process-Level issue for this loan.Issue Type: Location of origina
7/23/2010	BKR					07/23/10 - 17:03 - 12247
7/23/2010	BKR					Active, Approved.
7/23/2010	BKR					07/23/10 - 17:03 - 12247
7/23/2010	BKR					System updated for the following event: User has approved the issue.
7/23/2010	BKR					issue type: Note Endorsement/Allonge Needed. Status: 07/23/10 - 14:02 - 10936
7/23/2010	BKR					C has already been filed please ensure it has the proper post petition amount. If any further action
7/23/2010	BKR					07/23/10 - 14:02 - 10936
7/23/2010	BKR					etion amount is available on FiServ. Please ensure that you include this new post petition amount in the filed POC. If the PO
7/23/2010	BKR					07/23/10 - 14:02 - 10936
7/23/2010	BKR					ect: Post Petition Escrow Change - DS / Message: Pursuant to your request a post petition analysis has been completed. The new post p
7/23/2010	BKR					07/23/10 - 14:02 - 10936
7/23/2010	BKR					Intercom Message: / Sent: 7/23/2010 2:01:33 PM / From: Lynae Wynne /
7/23/2010	BKR					To: Haringa,Ryan; / CC: /
7/23/2010	BKR					Intercom Type: General Update / Subj
7/23/2010	BKR					07/23/10 - 14:02 - 10936
7/23/2010	BKR					Lynae Wynne - (Cont) - is needed please contact GMAC.
7/23/2010	BKR					MFR REFERRED TO ATTY (2400) COMPLETED 07/23/10
7/23/2010	NT	STOP				T:12243 Stop Code 2=1, MFR referred 7/23/2010, please

7/23/2010	NT	STOP	accept all payments and notify 'PITE DUNCAN' when	T:12243	
7/23/2010	NT	STOP	received	T:12243	
7/26/2010	BKR		07/25/10 - 00:00 - 27428		
7/26/2010	BKR		to Declaration Pg 52 of 100		
7/26/2010	BKR		Data Form with the following		
7/26/2010	BKR		entries: - Does GMAC receive		
7/26/2010	BKR		relief upon confirmation: No 		
7/26/2010	BKR		07/25/10 - 00:00 - 27428		
7/26/2010	BKR		User has edited the B2_PlanDTL2		
7/26/2010	BKR		Data Form with the following		
7/26/2010	BKR		entries: - Post petition payment		
7/26/2010	BKR		amount: 0 		
7/26/2010	BKR		07/25/10 - 00:00 - 27428		
7/26/2010	BKR		User has edited the B2_PlanDTL2		
7/26/2010	BKR		Data Form with the following		
7/26/2010	BKR		entries: - Delinquent Tax years		
7/26/2010	BKR		in plan: in rem motion referred 		
7/26/2010	BKR		07/25/10 - 00:00 - 27428		
7/26/2010	BKR		User has edited the B2_PlanDTL2		
7/26/2010	BKR		Data Form with the following		
7/26/2010	BKR		entries: - Plan Objection		
7/26/2010	BKR		Required: No 		
7/26/2010	BKR		07/25/10 - 00:00 - 27428		
7/26/2010	BKR		User has edited the B2_PlanDTL2		
7/26/2010	BKR		Data Form with the following		
7/26/2010	BKR		entries: - Total Debt Payout:		
7/26/2010	BKR		No 		
7/26/2010	BKR		07/25/10 - 00:00 - 27428		
7/26/2010	BKR		User has edited the B2_PlanDTL2		
7/26/2010	BKR		Data Form with the following		
7/26/2010	BKR		entries: - Arrears in POC:		
7/26/2010	BKR		27315.16 		
7/26/2010	BKR		07/25/10 - 00:00 - 27428		
7/26/2010	BKR		User has edited the B2_PlanDTL2		
7/26/2010	BKR		Data Form with the following		
7/26/2010	BKR		entries: - Arrears in Plan:		
7/26/2010	BKR		12000 		
7/26/2010	BKR		07/25/10 - 00:00 - 27428		
7/26/2010	BKR		User has edited the B2_PlanDTL2		
7/26/2010	BKR		Data Form with the following		
7/26/2010	BKR		entries: - Monthly arrears		
7/26/2010	BKR		payment to servicer: 300 		
7/26/2010	BKR		07/25/10 - 00:00 - 27428		
7/26/2010	BKR		User has edited the B2_PlanDTL2		
7/26/2010	BKR		Data Form with the following		
7/26/2010	BKR		entries: - Post petition		
7/26/2010	BKR		payments paid by : Trustee 		
7/26/2010	BKR		07/25/10 - 00:00 - 27428		
7/26/2010	BKR		User has edited the B2_PlanDTL2		
7/26/2010	BKR		Data Form with the following		
7/26/2010	BKR		entries: - Delinquent Taxes		
7/26/2010	BKR		Stated in Plan: False 		
7/26/2010	BKR		07/25/10 - 00:00 - 27428		
7/26/2010	BKR		User has edited the B2_PlanDTL2		
7/26/2010	BKR		Data Form with the following		
7/26/2010	BKR		entries: - Delinquent Taxes		
7/26/2010	BKR		Amount in Plan: 0 		
7/26/2010	BKR		07/25/10 - 00:00 - 27428		
7/26/2010	BKR		User has edited the B2_PlanDTL2		
7/26/2010	BKR		Data Form with the following		
7/26/2010	BKR		entries: - Property to be Sold:		
7/26/2010	BKR		False 		
7/26/2010	BKR		07/25/10 - 00:00 - 27428		
7/26/2010	BKR		User has edited the B2_PlanDTL2		
7/26/2010	BKR		Data Form with the following		
7/26/2010	BKR		entries: - Property Surrendered:		
7/26/2010	BKR		False 		
7/26/2010	BKR		07/25/10 - 00:00 - 27428		
7/26/2010	BKR		User has edited the B2_PlanDTL2		
7/26/2010	BKR		Data Form with the following		
7/26/2010	BKR		entries: - Arrears payments to		
7/26/2010	BKR		commence: 7/8/2010 		
7/26/2010	BKR		07/25/10 - 00:00 - 27428		
7/26/2010	BKR		User has edited the B2_PlanDTL2		
7/26/2010	BKR		Data Form with the following		
7/26/2010	BKR		entries: - Plan length: 60 		
7/26/2010	BKR		07/25/10 - 00:00 - 27428		
7/26/2010	BKR		User has edited the B2_PlanDTL2		
7/26/2010	BKR		Data Form with the following		
7/26/2010	BKR		entries: - Post petition		
7/26/2010	BKR		payments to commence: 7/8/2010 		
7/26/2010	BKR		07/25/10 - 00:00 - 27428		
7/26/2010	BKR		User has edited the B2_PlanDTL2		
7/26/2010	BKR		Data Form with the following		
7/26/2010	BKR		entries: - Client Included in		
7/26/2010	BKR		Plan: True 		
7/26/2010	BKR		07/25/10 - 01:14 - 27428		
7/26/2010	BKR		t : 0 Delinquent Taxes Stated in		
7/26/2010	BKR		Plan : False Delinquent Tax years		
7/26/2010	BKR		in plan: : in rem motion r		
7/26/2010	BKR		07/25/10 - 01:14 - 27428		
7/26/2010	BKR		servicer: : 300 Post petition		
7/26/2010	BKR		payments to commence: : 7/8/2010		
7/26/2010	BKR		Post petition payments paid by : :		
7/26/2010	BKR		Trustee Post petition payment amount		
7/26/2010	BKR		07/25/10 - 01:14 - 27428		
7/26/2010	BKR		Plan:: 12000 Arrears in POC: :		
7/26/2010	BKR		27315.16 Plan length:: 60		
7/26/2010	BKR		Arrears payments to commence: :		
7/26/2010	BKR		7/8/2010 Monthly arrears payment to		
7/26/2010	BKR		07/25/10 - 01:14 - 27428		
7/26/2010	BKR		User has completed the B2_PlanDTL2		
7/26/2010	BKR		data form with the following		
7/26/2010	BKR		entries: Does GMAC receive relief		
7/26/2010	BKR		upon confirmation: : No Arrears in		

7/26/2010	BKR				07/25/10 - 01:14 - 27428
7/26/2010	BKR				to be Sold - Ask Price
7/26/2010	BKR				Objecten Required: The Form
7/26/2010	BKR				07/25/10 - 01:14 - 27428
7/26/2010	BKR				Zara Maduntseva - (Cont) - eferred
7/26/2010	BKR				Delinquent Taxes Amount in Plan: :
7/26/2010	BKR				0 Client Included in Plan: : True
7/26/2010	BKR				Property Surrendered: : False Prope
7/26/2010	BKR				07/25/10 - 21:21 - 27428
7/26/2010	BKR				User has updated the system for the
7/26/2010	BKR				following event: Plan Confirmation
7/26/2010	BKR				Hearing Date, completed on 8/26/2010
7/26/2010	BKR				07/25/10 - 21:21 - 27428
7/26/2010	BKR				User has updated the system for the
7/26/2010	BKR				following event: Final Plan Review
7/26/2010	BKR				Complete, completed on 7/10/2010
7/26/2010	FOR				07/26/10 - 16:08 - 88652
7/26/2010	FOR				Process opened 7/26/2010 by user
7/26/2010	FOR				Mario Guerrero.
7/26/2010	FOR				07/26/10 - 00:00 - 88652
7/26/2010	FOR				User has edited the Upload Document
7/26/2010	FOR				Data Form with the following
7/26/2010	FOR				entries: - Comment: Signature
7/26/2010	FOR				Required 
7/26/2010	FOR				07/26/10 - 00:00 - 88652
7/26/2010	FOR				User has edited the Upload Document
7/26/2010	FOR				Data Form with the following
7/26/2010	FOR				entries: - Select File:
7/26/2010	FOR				7056896.pdf 
7/26/2010	FOR				07/26/10 - 16:09 - 88652
7/26/2010	FOR				056896.pdf
7/26/2010	FOR				07/26/10 - 16:09 - 88652
7/26/2010	FOR				User has completed the Upload
7/26/2010	FOR				Document data form with the
7/26/2010	FOR				following entries: Comment: :
7/26/2010	FOR				Signature Required Select File: : 7
7/26/2010	FOR				07/26/10 - 16:09 - 88652
7/26/2010	FOR				User has updated the system for the
7/26/2010	FOR				following event: Upload Document,
7/26/2010	FOR				completed on 7/26/2010
7/26/2010	BKR				07/26/10 - 08:08 - 00007
7/26/2010	BKR				Bankruptcy - MFR (NIE Id# 19798804)
7/26/2010	BKR				sent to Pite Duncan, LLP at
7/26/2010	BKR				7/26/2010 8:08:27 AM by Automated
7/26/2010	BKR				Tasks
7/26/2010	BKR				07/26/10 - 08:17 - 00007
7/26/2010	BKR				User has updated the system for the
7/26/2010	BKR				following event: Motion for Relief
7/26/2010	BKR				Referred to Attorney, completed on
7/26/2010	BKR				7/26/2010
7/26/2010	BKR				07/26/10 - 08:23 - 36956
7/26/2010	BKR				User has updated the system for the
7/26/2010	BKR				following event: Motion for Relief
7/26/2010	BKR				Received by Attorney, completed on
7/26/2010	BKR				7/26/2010 (DIS)
7/26/2010	BKR				TASK:1532-BKR-CHANGD FUPDT 08/26/10
7/26/2010	BKR				PLAN REVIEW COMPLETE (1504) COMPLETED 07/10/10
7/26/2010	BKR				07/26/10 - 14:33 - 88652
7/26/2010	BKR				ect: Issue Request /
7/26/2010	BKR				07/26/10 - 14:33 - 88652
7/26/2010	BKR				Intercom Message: / Read: 7/26/2010
7/26/2010	BKR				2:32:44 PM / From: Seidel, Sherri /
7/26/2010	BKR				To: Guerrero, Mario; / CC: /
7/26/2010	BKR				Intercom Type: General Update / Subj
7/26/2010	BKR				07/25/10 - 06:34 - 00007
7/26/2010	BKR				Process opened 7/25/2010 by user
7/26/2010	BKR				Fidelity AutoProc.
7/26/2010	BKR				07/26/10 - 09:05 - 00007
7/26/2010	BKR				Bankruptcy - MFR (NIE Id# 19798804)
7/26/2010	BKR				sent to Pite Duncan, LLP at
7/26/2010	BKR				7/26/2010 9:05:17 AM by Christina
7/26/2010	BKR				Newell
7/26/2010	BKR				07/26/10 - 11:14 - 45493
7/26/2010	BKR				ure required. Thanks.
7/26/2010	BKR				07/26/10 - 11:14 - 45493
7/26/2010	BKR				The available recorded assignment
7/26/2010	BKR				has been uploaded in NIE. If
7/26/2010	BKR				further assignments are needed
7/26/2010	BKR				please prepare and upload for signat
7/26/2010	BKR				07/26/10 - 11:14 - 45493
7/26/2010	BKR				System updated for the following
7/26/2010	BKR				event: User has ended the Issue
7/26/2010	BKR				associated with this loan. Issue
7/26/2010	BKR				Type: Original Assignment. Comments:
7/26/2010	BKR				07/26/10 - 11:13 - 00007
7/26/2010	BKR				Bankruptcy - MFR (NIE Id# 19798804)
7/26/2010	BKR				sent to Pite Duncan, LLP at
7/26/2010	BKR				7/26/2010 11:13:12 AM by Sherri
7/26/2010	BKR				Seidel
7/26/2010	BKR				07/26/10 - 16:01 - 88652
7/26/2010	BKR				ect: Issue Request /
7/26/2010	BKR				07/26/10 - 16:01 - 88652
7/26/2010	BKR				Intercom Message: / Read: 7/26/2010
7/26/2010	BKR				4:00:58 PM / From: Smith, Nanci /
7/26/2010	BKR				To: Guerrero, Mario; / CC: /
7/26/2010	BKR				Intercom Type: General Update / Subj
7/26/2010	BKR				07/26/10 - 14:34 - 88652
7/26/2010	BKR				Status: Active
7/26/2010	BKR				07/26/10 - 14:34 - 88652
7/26/2010	BKR				est-BK. Issue Comments: Please
7/26/2010	BKR				approve the fee of \$100.00 for the
7/26/2010	BKR				preparation and recordation of the
7/26/2010	BKR				assignment. Thank you!
7/26/2010	BKR				07/26/10 - 14:34 - 88652

7/26/2010	BKR						System updated for the following
7/26/2010	BKR						event: User has projected the
7/26/2010	BKR						Process Level Issue for Fee Re
7/26/2010	BKR						07/26/10 - 15:25 - 12331
7/26/2010	BKR						07/26/10 - 15:25 - 12331
7/26/2010	BKR						System updated for the following
7/26/2010	BKR						event: User has approved the issue.
7/26/2010	BKR						issue type: Additional Fee
7/26/2010	BKR						Request-BK. Status: Active, Approved
7/26/2010	BKR						07/26/10 - 15:25 - 12331
7/26/2010	BKR						ments: the fee of \$100.00 for the
7/26/2010	BKR						preparation and recordation of the
7/26/2010	BKR						assignment is approved.
7/26/2010	BKR						07/26/10 - 09:20 - 00007
7/26/2010	BKR						Bankruptcy - POC (NIE Id# 19759164)
7/26/2010	BKR						sent to Pite Duncan, LLP at
7/26/2010	BKR						7/26/2010 9:20:24 AM by Automated
7/26/2010	BKR						Tasks
7/26/2010	BKR						07/26/10 - 15:25 - 12331
7/26/2010	BKR						System updated for the following
7/26/2010	BKR						event: User has ended the Issue
7/26/2010	BKR						associated with this loan. Issue
7/26/2010	BKR						Type: Additional Fee Request-BK. Com
7/27/2010	NT	FSV				T:20110	Inspection Hold Placed 07/27/10 - Account met the
7/27/2010	NT	FSV				T:20110	criteria in the BKR CNV-hfn report.
7/27/2010	FSV		0	0	1	T:25101	DELINQ INSP HOLD PLACED; REL DT =08/03/10
7/28/2010	FOR						07/28/10 - 00:00 - 39087
7/28/2010	FOR						>
7/28/2010	FOR						07/28/10 - 00:00 - 39087
7/28/2010	FOR						User has edited the Document
7/28/2010	FOR						Execution Data Form with the
7/28/2010	FOR						following entries: - Document
7/28/2010	FOR						Execution: Printed for Execution 
7/28/2010	FOR						07/28/10 - 00:00 - 39087
7/28/2010	FOR						User has edited the Document
7/28/2010	FOR						Execution Data Form with the
7/28/2010	FOR						following entries: - Type of
7/28/2010	FOR						document:  
7/28/2010	FOR						07/28/10 - 16:12 - 39087
7/28/2010	FOR						Type of document: : Comment: :
7/28/2010	FOR						07/28/10 - 16:12 - 39087
7/28/2010	FOR						User has completed the Document
7/28/2010	FOR						Execution data form with the
7/28/2010	FOR						following entries: Document
7/28/2010	FOR						Execution: : Printed for Execution
7/28/2010	FOR						07/28/10 - 16:12 - 39087
7/28/2010	FOR						User has updated the system for the
7/28/2010	FOR						following event: Document
7/28/2010	FOR						Execution, completed on 7/28/2010
7/28/2010	FOR						07/28/10 - 00:00 - 39087
7/28/2010	FOR						User has edited the Document
7/28/2010	FOR						Execution Data Form with the
7/28/2010	FOR						following entries: - Comment:
7/28/2010	FOR						 
7/28/2010	FOR						07/28/10 - 16:12 - 39087
7/28/2010	FOR						Process opened 7/28/2010 by user
7/28/2010	FOR						Helen Tyson.
8/2/2010	BKR						POC REFERRED (1502) COMPLETED 07/22/10
8/3/2010	FOR						08/03/10 - 15:12 - 88652
8/3/2010	FOR						ect: Assignment /
8/3/2010	FOR						08/03/10 - 15:12 - 88652
8/3/2010	FOR						Intercom Message: / Read: 8/3/2010
8/3/2010	FOR						3:12:12 PM / From: Tyson, Helen /
8/3/2010	FOR						To: Guerrero, Mario; / CC: /
8/3/2010	FOR						Intercom Type: General Update / Subj
8/3/2010	FOR						08/03/10 - 10:55 - 39087
8/3/2010	FOR						Intercom From: Helen Tyson - To:
8/3/2010	FOR						Guerrero,Mario; / Message: Uploaded
8/3/2010	FOR						08/03/10.
8/3/2010	BKR						08/02/10 - 18:46 - 49546
8/3/2010	BKR						red.
8/3/2010	BKR						08/02/10 - 18:46 - 49546
8/3/2010	BKR						for preparation of the motion. We
8/3/2010	BKR						will provide a further update on
8/3/2010	BKR						the status of the motion on 8/9.
8/3/2010	BKR						. Status: Active, approval not requi
8/3/2010	BKR						08/02/10 - 18:46 - 49546
8/3/2010	BKR						omments: Referral documents
8/3/2010	BKR						forwarded to the Openings Dept. on
8/3/2010	BKR						7/23. Openings Dept. will open the
8/3/2010	BKR						file and forward to Word Processing
8/3/2010	BKR						08/02/10 - 18:46 - 49546
8/3/2010	BKR						System updated for the following
8/3/2010	BKR						event: User has reprojected the
8/3/2010	BKR						step Motion for Relief Sent for
8/3/2010	BKR						Filing to 8/9/2010, Reason: Other. C
8/3/2010	BKR						08/03/10 - 11:42 - 00007
8/3/2010	BKR						Bankruptcy - MFR (NIE Id# 19798804)
8/3/2010	BKR						sent to Pite Duncan, LLP at
8/3/2010	BKR						8/3/2010 11:42:11 AM by Automated
8/3/2010	BKR						Tasks
8/3/2010	BKR						08/03/10 - 12:24 - 12211
8/3/2010	BKR						/2008 \$675.00 5/7/2008
8/3/2010	BKR						\$23.60 7/1/2010 \$150.00
8/3/2010	BKR						Thank you.
8/3/2010	BKR						08/03/10 - 12:24 - 12211
8/3/2010	BKR						s or invoices. Can you please
8/3/2010	BKR						advise what these fees are for and
8/3/2010	BKR						provide their invoices? Date &
8/3/2010	BKR						Amount 4/9/2008 \$11.80 4/9
8/3/2010	BKR						08/03/10 - 12:24 - 12211
8/3/2010	BKR						Intercom From: Ryan Haringa - To:
8/3/2010	BKR						Procopio,Lisa; / Message: Hello
8/3/2010	BKR						Lisa, Included in this POC is

8/3/2010	BKR					are several fees without description
8/3/2010	FSV	12-12020-mg	Doc 8072-24	T:20110	1	Inspection Unit 212-12020-240 - Account met
8/3/2010	FSV			T:20110	1	the criteria in the BKR SW 4th report.
8/3/2010	FSV	0	0	1	T:20112	DECLARATION Pg. 55 of 100
8/3/2010	BKR					SOURCE FUNDS UPDATED (1540) COMPLETED 07/10/10
8/3/2010	BKR					DEBTOR INTENT UPDATE (1539) COMPLETED 07/10/10
8/4/2010	BKR					08/04/10 - 15:28 - 10743
8/4/2010	BKR					ect: Invoice Request /
8/4/2010	BKR					08/04/10 - 15:28 - 10743
8/4/2010	BKR					Intercom Message: / Read: 8/4/2010
8/4/2010	BKR					3:27:44 PM / From: Haringa, Ryan /
8/4/2010	BKR					To: Procopio, Lisa; / CC: /
8/4/2010	BKR					Intercom Type: General Update / Subj
8/5/2010	BKR					08/05/10 - 15:41 - 00007
8/5/2010	BKR					ts: Hold Ended . Status: Active,
8/5/2010	BKR					approval not required.
8/5/2010	BKR					08/05/10 - 15:41 - 00007
8/5/2010	BKR					System updated for the following
8/5/2010	BKR					event: User has reprojected the
8/5/2010	BKR					step Meeting of Creditors to
8/5/2010	BKR					8/5/2010. Reason: Hold Ended. Commen
8/5/2010	BKR					08/05/10 - 15:41 - 39087
8/5/2010	BKR					r has ended the hold. Hold End
8/5/2010	BKR					Date: 08/05/2010. Hold type: Client
8/5/2010	BKR					Document Execution
8/5/2010	BKR					08/05/10 - 15:41 - 39087
8/5/2010	BKR					nt: User has ended the hold. Hold
8/5/2010	BKR					End Date: 08/05/2010. Hold type:
8/5/2010	BKR					Client Document ExecutionSystem
8/5/2010	BKR					updated for the following event: Use
8/5/2010	BKR					08/05/10 - 15:41 - 39087
8/5/2010	BKR					Intercom From: Helen Tyson, GMAC -
8/5/2010	BKR					To: Mario Guerrero (at-moss) /
8/5/2010	BKR					Subject: Hold Request/Message:
8/5/2010	BKR					System updated for the following eve
8/5/2010	BKR					08/05/10 - 15:41 - 00007
8/5/2010	BKR					nded . Status: Active, approval
8/5/2010	BKR					not required.
8/5/2010	BKR					08/05/10 - 15:41 - 00007
8/5/2010	BKR					System updated for the following
8/5/2010	BKR					event: User has reprojected the
8/5/2010	BKR					step POC Bar Date to 8/5/2010.
8/5/2010	BKR					Reason: Hold Ended. Comments: Hold E
8/5/2010	BKR					08/05/10 - 15:41 - 00007
8/5/2010	BKR					ments: Hold Ended . Status:
8/5/2010	BKR					Active, approval not required.
8/5/2010	BKR					08/05/10 - 15:41 - 00007
8/5/2010	BKR					System updated for the following
8/5/2010	BKR					event: User has reprojected the
8/5/2010	BKR					step POC Completed/Mailed to Court
8/5/2010	BKR					to 8/5/2010. Reason: Hold Ended. Com
8/6/2010	BKR					MEETING OF CREDITORS (1601) COMPLETED 08/02/10
8/6/2010	BKR					08/06/10 - 09:14 - 88652
8/6/2010	BKR					ect: Hold Request /
8/6/2010	BKR					08/06/10 - 09:14 - 88652
8/6/2010	BKR					Intercom Message: / Read: 8/6/2010
8/6/2010	BKR					9:13:48 AM / From: Tyson, Helen /
8/6/2010	BKR					To: Guerrero, Mario; / CC: /
8/6/2010	BKR					Intercom Type: General Update / Subj
8/6/2010	BKR					08/06/10 - 16:32 - 76557
8/6/2010	BKR					User has updated the system for the
8/6/2010	BKR					following event: POC Bar Date,
8/6/2010	BKR					completed on 11/1/2010
8/6/2010	BKR					08/06/10 - 16:32 - 76557
8/6/2010	BKR					User has updated the system for the
8/6/2010	BKR					following event: Meeting of
8/6/2010	BKR					Creditors, completed on 8/2/2010
8/9/2010	BKR					08/09/10 - 16:20 - 49546
8/9/2010	BKR					roval not required.
8/9/2010	BKR					08/09/10 - 16:20 - 49546
8/9/2010	BKR					received we will proceed
8/9/2010	BKR					accordingly. I will follow up with
8/9/2010	BKR					attorney on 8/13/2010 for status of
8/9/2010	BKR					file. thanks . Status: Active, app
8/9/2010	BKR					08/09/10 - 16:20 - 49546
8/9/2010	BKR					Comments: Please note that attorney
8/9/2010	BKR					is finalizing the review of file to
8/9/2010	BKR					proceed and send the dec to the
8/9/2010	BKR					client for execution. Once dec is r
8/9/2010	BKR					08/09/10 - 16:20 - 49546
8/9/2010	BKR					System updated for the following
8/9/2010	BKR					event: User has reprojected the
8/9/2010	BKR					step Motion for Relief Sent for
8/9/2010	BKR					Filing to 8/16/2010. Reason: Other.
8/10/2010	BKR					OBJECTION PLAN FILED (1602) COMPLETED 07/30/10
8/10/2010	FSV	0	0	1	T:25101	DELINQ INSP HOLD PLACED; REL DT =08/17/10
8/11/2010	BKR					08/10/10 - 20:10 - 77514
8/11/2010	BKR					User has updated the system for the
8/11/2010	BKR					following event: POC
8/11/2010	BKR					Completed/Mailed to Court,
8/11/2010	BKR					completed on 8/10/2010
8/11/2010	BKR					08/10/10 - 20:10 - 77514
8/11/2010	BKR					e: : 972.64 Additional Late
8/11/2010	BKR					Charges: : 0 Other: : 0 Suspense
8/11/2010	BKR					Amount: : 0 'Other' item details:
8/11/2010	BKR					: Secured To
8/11/2010	BKR					08/10/10 - 20:10 - 77514
8/11/2010	BKR					s: : 300.00 Amount of Corp Advance
8/11/2010	BKR					Not Included in POC: : 0
8/11/2010	BKR					Explanation of Amount(s) Not
8/11/2010	BKR					Included in POC: : 0 Escrow Shortag
8/11/2010	BKR					08/10/10 - 20:10 - 77514
8/11/2010	BKR					06/01/2010 Arrearage Late
8/11/2010	BKR					Charges: : 1380.54 Foreclosure
8/11/2010	BKR					Fees & Costs: : 6887.00 NSF

8/11/2010	BKR				Charges: : 0 Bankruptcy Fees & Cost
8/11/2010	BKR				08/10/10 - 00:00 - 77514
8/11/2010	BKR				User has completed the B1_POCdII Data
8/11/2010	BKR				Form with the following
8/11/2010	BKR				entries: First Month in Arrears: :
8/11/2010	BKR				01/01/2008 Last Month in Arrears: :
8/11/2010	BKR				08/10/10 - 20:10 - 77514
8/11/2010	BKR				Ana Velasquez - (Cont) - tal: :
8/11/2010	BKR				139665.40 Arrearage Total: :
8/11/2010	BKR				49526.47 New Post Petition Payment
8/11/2010	BKR				Amount: : 0
8/11/2010	BKR				08/10/10 - 00:00 - 77514
8/11/2010	BKR				User has edited the B1_POCdII Data
8/11/2010	BKR				Form with the following
8/11/2010	BKR				entries: - New Post Petition
8/11/2010	BKR				Payment Amount: 0 
8/11/2010	BKR				08/10/10 - 00:00 - 77514
8/11/2010	BKR				User has edited the B1_POCdII Data
8/11/2010	BKR				Form with the following
8/11/2010	BKR				entries: - Arrearage Total:
8/11/2010	BKR				49526.47 
8/11/2010	BKR				08/10/10 - 00:00 - 77514
8/11/2010	BKR				User has edited the B1_POCdII Data
8/11/2010	BKR				Form with the following
8/11/2010	BKR				entries: - Secured Total:
8/11/2010	BKR				139665.40 
8/11/2010	BKR				08/10/10 - 00:00 - 77514
8/11/2010	BKR				User has edited the B1_POCdII Data
8/11/2010	BKR				Form with the following
8/11/2010	BKR				entries: - 'Other' item details:
8/11/2010	BKR				 
8/11/2010	BKR				08/10/10 - 00:00 - 77514
8/11/2010	BKR				User has edited the B1_POCdII Data
8/11/2010	BKR				Form with the following
8/11/2010	BKR				entries: - Suspense Amount:
8/11/2010	BKR				0 
8/11/2010	BKR				08/10/10 - 00:00 - 77514
8/11/2010	BKR				User has edited the B1_POCdII Data
8/11/2010	BKR				Form with the following
8/11/2010	BKR				entries: - Other: 0 
8/11/2010	BKR				08/10/10 - 00:00 - 77514
8/11/2010	BKR				User has edited the B1_POCdII Data
8/11/2010	BKR				Form with the following
8/11/2010	BKR				entries: - Additional Late
8/11/2010	BKR				Charges: 0 
8/11/2010	BKR				08/10/10 - 00:00 - 77514
8/11/2010	BKR				User has edited the B1_POCdII Data
8/11/2010	BKR				Form with the following
8/11/2010	BKR				entries: - Escrow Shortage:
8/11/2010	BKR				972.64 
8/11/2010	BKR				08/10/10 - 00:00 - 77514
8/11/2010	BKR				>
8/11/2010	BKR				08/10/10 - 00:00 - 77514
8/11/2010	BKR				User has edited the B1_POCdII Data
8/11/2010	BKR				Form with the following
8/11/2010	BKR				entries: - Explanation of
8/11/2010	BKR				Amount(s) Not Included in POC: 0 
8/11/2010	BKR				08/10/10 - 00:00 - 77514
8/11/2010	BKR				User has edited the B1_POCdII Data
8/11/2010	BKR				Form with the following
8/11/2010	BKR				entries: - Amount of Corp
8/11/2010	BKR				Advance Not Included in POC: 0 
8/11/2010	BKR				08/10/10 - 00:00 - 77514
8/11/2010	BKR				User has edited the B1_POCdII Data
8/11/2010	BKR				Form with the following
8/11/2010	BKR				entries: - Bankruptcy Fees &
8/11/2010	BKR				Costs: 300.00 
8/11/2010	BKR				08/10/10 - 00:00 - 77514
8/11/2010	BKR				User has edited the B1_POCdII Data
8/11/2010	BKR				Form with the following
8/11/2010	BKR				entries: - NSF Charges: 0 
8/11/2010	BKR				08/10/10 - 00:00 - 77514
8/11/2010	BKR				User has edited the B1_POCdII Data
8/11/2010	BKR				Form with the following
8/11/2010	BKR				entries: - Foreclosure Fees &
8/11/2010	BKR				Costs: 6887.00 
8/11/2010	BKR				08/10/10 - 00:00 - 77514
8/11/2010	BKR				User has edited the B1_POCdII Data
8/11/2010	BKR				Form with the following
8/11/2010	BKR				entries: - Arrearage Late
8/11/2010	BKR				Charges: 1380.54 
8/11/2010	BKR				08/10/10 - 00:00 - 77514
8/11/2010	BKR				User has edited the B1_POCdII Data
8/11/2010	BKR				Form with the following
8/11/2010	BKR				entries: - Last Month in
8/11/2010	BKR				Arrears: 06/01/2010 
8/11/2010	BKR				08/10/10 - 00:00 - 77514
8/11/2010	BKR				User has edited the B1_POCdII Data
8/11/2010	BKR				Form with the following
8/11/2010	BKR				entries: - First Month in
8/11/2010	BKR				Arrears: 01/01/2008 
8/11/2010	BKR				08/11/10 - 10:58 - 12211
8/11/2010	BKR				User has updated the system for the
8/11/2010	BKR				following event: Filed POC
8/11/2010	BKR				Reconciled, completed on 8/11/2010
8/11/2010	BKR				08/11/10 - 15:49 - 10353
8/11/2010	BKR				User has updated the system for the
8/11/2010	BKR				following event: Actual Date POC
8/11/2010	BKR				Filed with Court, completed on
8/11/2010	BKR				8/10/2010
8/11/2010	BKR				08/11/10 - 15:49 - 00007
8/11/2010	BKR				Bankruptcy - POC (NIE Id# 19759164)
8/11/2010	BKR				picked up by firm Pite Duncan, LLP
8/11/2010	BKR				at 8/11/2010 3:49:26 PM by Carl
8/11/2010	BKR				Smith

8/11/2010	BKR					POC SYSTEM RECON (1533) COMPLETED 08/11/10
8/11/2010	BKR					PROOF OF CLAIM FILED (1609) COMPLETED 08/11/10
8/11/2010	NT	FSV				Inspection Hold Placed 08/16/2010 - Account Hold
8/11/2010	NT	FSV				T:131371 Inspect on past due task report. Updated 9003 task.
8/12/2010	NT	FSV				T:131371 Sandya FICH
8/12/2010	NT	FSV				T:131371
8/13/2010	CBR		0	00	1	T:00000 DELINQUENT: 180+ DAYS
8/13/2010	BKR					08/13/10 - 13:38 - 25839
8/13/2010	BKR					User has updated the system for the
8/13/2010	BKR					following event: Invoice Submitted,
8/13/2010	BKR					completed on 8/12/2010
8/16/2010	PPT					mtr
8/16/2010	PPT					TASK:9003-FSV-CHANGD FUPDT 09/13/10
8/16/2010	PPT					mtr
8/16/2010	PPT					TASK:0002-FSV-CHANGD FUPDT 10/09/10
8/16/2010	NT	FSV				T:13735 fell in q. - acct in BK - last inspection reported
8/16/2010	NT	FSV				T:13735 V/L SECURE - "will mtr" - KM*TX
8/17/2010	FSV		0	00	1	T:00000 INSP TYPE E ORDERED; REQ CD =AUTO DELO
8/17/2010	FSV		0	00	1	T:00000 DELING INSP HOLD RELEASED
8/17/2010	BKR					08/16/10 - 20:25 - 49546
8/17/2010	BKR					roval not required.
8/17/2010	BKR					08/16/10 - 20:25 - 49546
8/17/2010	BKR					ceived we will proceed
8/17/2010	BKR					accordingly. I will follow up with
8/17/2010	BKR					attorney on 8/23/2010 for status of
8/17/2010	BKR					file. thanks . Status: Active, app
8/17/2010	BKR					08/16/10 - 20:25 - 49546
8/17/2010	BKR					Comments: Please note that attorney
8/17/2010	BKR					is finalizing the review of file to
8/17/2010	BKR					proceed and send the dec to the
8/17/2010	BKR					client for execution. Once dec is r
8/17/2010	BKR					08/16/10 - 20:25 - 49546
8/17/2010	BKR					System updated for the following
8/17/2010	BKR					event: User has reprojected the
8/17/2010	BKR					step Motion for Relief Sent for
8/17/2010	BKR					Filing to 8/23/2010. Reason: Other.
8/17/2010	NT	MFRR				T:12243 Already referred 07/23/10
8/18/2010	BKR					08/18/10 - 15:02 - 11289
8/18/2010	BKR					ailing on fees . Status: Active,
8/18/2010	BKR					approval not required.
8/18/2010	BKR					08/18/10 - 15:02 - 11289
8/18/2010	BKR					System updated for the following
8/18/2010	BKR					event: User has reprojected the
8/18/2010	BKR					step Fees and Costs Reconciled to
8/18/2010	BKR					9/1/2010. Reason: Other. Comments: w
8/19/2010	D28		0	DT	8	BILLING STATEMENT FROM REPORT R628
8/23/2010	FOR					08/20/10 - 18:22 - 69464
8/23/2010	FOR					Process opened 8/20/2010 by user
8/23/2010	FOR					Robert Correia.
8/23/2010	FOR					08/20/10 - 00:00 - 69464
8/23/2010	FOR					User has edited the Upload Document
8/23/2010	FOR					Data Form with the following
8/23/2010	FOR					entries: - Comment:
8/23/2010	FOR					Affidavit- 
8/23/2010	FOR					08/20/10 - 00:00 - 69464
8/23/2010	FOR					User has edited the Upload Document
8/23/2010	FOR					Data Form with the following
8/23/2010	FOR					entries: - Select File:
8/23/2010	FOR					Nicholls.doc 
8/23/2010	FOR					08/20/10 - 18:22 - 69464
8/23/2010	FOR					oc
8/23/2010	FOR					08/20/10 - 18:22 - 69464
8/23/2010	FOR					User has completed the Upload
8/23/2010	FOR					Document data form with the
8/23/2010	FOR					following entries: Comment: :
8/23/2010	FOR					Affidavit Select File: : Nicholls.d
8/23/2010	FOR					08/20/10 - 18:22 - 69464
8/23/2010	FOR					User has updated the system for the
8/23/2010	FOR					following event: Upload Document,
8/23/2010	FOR					completed on 8/20/2010
8/26/2010	BKR					SCHD CONFIRMATION DT (1532) COMPLETED 08/26/10
8/30/2010	BKR					08/30/10 - 15:03 - 11927
8/30/2010	BKR					User has updated the system for the
8/30/2010	BKR					following event: Invoice Submitted,
8/30/2010	BKR					completed on 8/11/2010
8/31/2010	BKR					08/31/10 - 13:24 - 78658
8/31/2010	BKR					User has updated the system for the
8/31/2010	BKR					following event: Fees and Costs
8/31/2010	BKR					Reconciled, completed on 8/31/2010
8/31/2010	BKR					FU mfr filed
8/31/2010	BKR					TASK:2465-BKR-CHANGD FUPDT 09/30/10
9/1/2010	FSV		0	00	1	T:00000 INSP TP E RESULTS RCVD; ORD DT=08/17/10
9/1/2010	BKR					09/01/10 - 16:51 - 11289
9/1/2010	BKR					User has updated the system for the
9/1/2010	BKR					following event: Fees and Costs
9/1/2010	BKR					Reconciled, completed on 9/1/2010
9/1/2010	BKR					Plan not yet confirmed.
9/1/2010	BKR					TASK:1605-BKR-CHANGD FUPDT 09/14/10
9/2/2010	DM					T:00000 EARLY IND: SCORE 261 MODEL E190S
9/7/2010	BKR					09/07/10 - 16:34 - 11289
9/7/2010	BKR					bject: DISMISSAL /
9/7/2010	BKR					09/07/10 - 16:34 - 11289
9/7/2010	BKR					Intercom Message: / Read: 9/7/2010
9/7/2010	BKR					4:34:14 PM / From: Rajshekarappa,
9/7/2010	BKR					Hema / To: Turowska, Agata; / CC:
9/7/2010	BKR					/ Intercom Type: General Update / Su
9/7/2010	BKR					09/07/10 - 16:35 - 11289
9/7/2010	BKR					Debtor dismissed: 08/31/2010
9/7/2010	BKR					Thanks & Regards, Hema
9/7/2010	BKR					09/07/10 - 16:35 - 11289
9/7/2010	BKR					Below case has been dismissed,
9/7/2010	BKR					please ensure loan is in proper
9/7/2010	BKR					status of releasing Case #
9/7/2010	BKR					10-17161 Date filed: 06/23/2010
9/7/2010	BKR					09/07/10 - 16:35 - 11289

9/7/2010	BKR					010 2:34:00 PM From: Hema
9/7/2010	BKR					Rajshekarappa / To: Agata Turowska
9/7/2010	BKR					CC: / Message Type: General
9/7/2010	BKR					to Declaration Pg 58 of 100
9/7/2010	BKR					09/07/10 - 16:35 - 11289
9/7/2010	BKR					Intercom From: Agata Turowska - To:
9/7/2010	BKR					Angle, Gabrielle; / Message: Hello,
9/7/2010	BKR					Please see below. Thank you! ---
9/7/2010	BKR					Forwarded Message --- Sent: 9/7/2
9/7/2010	BKR					09/07/10 - 14:34 - 72108
9/7/2010	BKR					us of releasing Case # 10-17161
9/7/2010	BKR					Date filed: 06/23/2010 Debtor
9/7/2010	BKR					dismissed: 08/31/2010
9/7/2010	BKR					Thanks & Regards, Hema
9/7/2010	BKR					09/07/10 - 14:34 - 72108
9/7/2010	BKR					Intercom From: Hema Rajshekarappa -
9/7/2010	BKR					To: Turowska, Agata; / Message: Hi
9/7/2010	BKR					Below case has been dismissed,
9/7/2010	BKR					please ensure loan is in proper stat
9/7/2010	NT	BKR				T:15021 Waiting for final invoice to reflect on client
9/7/2010	NT	BKR				T:15021 system prior to closing; fees are non recoverable.
9/7/2010	NT	BCR				T:31656 Chap 13 dismissed - Case#10-17161 Date filed:
9/7/2010	NT	BCR				T:31656 06/23/2010 Debtor dismissed: 08/31/2010 Sent
9/7/2010	NT	BCR				T:31656 an intercom to Direct source attny to handle
9/7/2010	NT	BCR				T:31656 internally - DIS
9/8/2010	BKR					09/07/10 - 19:17 - 44466
9/8/2010	BKR					Intercom From: Turowska, Agata -
9/8/2010	BKR					To: Angle, Gabrielle; /
9/8/2010	BKR					09/07/10 - 19:17 - 44466
9/8/2010	BKR					the following event: User has
9/8/2010	BKR					ended the hold. Hold End Date:
9/8/2010	BKR					09/07/2010. Hold type: Client
9/8/2010	BKR					Document Execution
9/8/2010	BKR					09/07/10 - 19:17 - 44466
9/8/2010	BKR					the following event: User has ended
9/8/2010	BKR					the hold. Hold End Date:
9/8/2010	BKR					09/07/2010. Hold type: Client
9/8/2010	BKR					Document ExecutionSystem updated for
9/8/2010	BKR					09/07/10 - 19:17 - 44466
9/8/2010	BKR					Intercom From: Gabrielle Angle,
9/8/2010	BKR					GMAC - To: Robert Correia
9/8/2010	BKR					(at-moss) / Subject: Hold
9/8/2010	BKR					Request/Message: System updated for
9/8/2010	BKR					09/07/10 - 19:17 - 00007
9/8/2010	BKR					ed. Comments: Hold Ended .
9/8/2010	BKR					Status: Active, approval not
9/8/2010	BKR					required.
9/8/2010	BKR					09/07/10 - 19:17 - 00007
9/8/2010	BKR					System updated for the following
9/8/2010	BKR					event: User has reprojected the
9/8/2010	BKR					step Motion for Relief Sent for
9/8/2010	BKR					Filing to 9/7/2010. Reason: Hold End
9/8/2010	BKR					MFR REFERRED TO ATTY (2400) UNCOMPLETED
9/8/2010	NT	BKR				T:12243 MFR cancelled - case dismissed
9/9/2010	BKR					OBJECT TO POC FILED (1541) COMPLETED 09/09/10
9/9/2010	BKR					POC BAR DATE (1535) COMPLETED 08/10/10
9/10/2010	CBR		0	00	1	T:00000 DELINQUENT: 180+ DAYS
9/14/2010	BKR					09/14/10 - 12:03 - 69464
9/14/2010	BKR					te / Subject: Hold Request /
9/14/2010	BKR					09/14/10 - 12:03 - 69464
9/14/2010	BKR					Intercom Message: / Read: 9/14/2010
9/14/2010	BKR					12:03:13 PM / From: Angle,
9/14/2010	BKR					Gabrielle / To: Correia, Robert ;
9/14/2010	BKR					/ CC: / Intercom Type: General Upda
9/15/2010	FOR					09/15/10 - 15:26 - 46514
9/15/2010	FOR					User has updated the system for the
9/15/2010	FOR					following event: Counsel
9/15/2010	FOR					acknowledged Proceed with
9/15/2010	FOR					foreclosure, completed on 9/15/2010
9/15/2010	FOR					09/15/10 - 00:00 - 46514
9/15/2010	FOR					User has edited the Sale Scheduled
9/15/2010	FOR					For Data Form with the following
9/15/2010	FOR					entries: - Sale Postponement
9/15/2010	FOR					Reason: Bankruptcy Filed 
9/15/2010	FOR					09/15/10 - 15:27 - 46514
9/15/2010	FOR					led
9/15/2010	FOR					09/15/10 - 15:27 - 46514
9/15/2010	FOR					User has completed the Sale
9/15/2010	FOR					Scheduled For data form with the
9/15/2010	FOR					following entries: Sale
9/15/2010	FOR					Postponement Reason: : Bankruptcy Fi
9/15/2010	FOR					09/15/10 - 00:00 - 46514
9/15/2010	FOR					User has cleared the following
9/15/2010	FOR					values from the Data Form: 
9/15/2010	FOR					Sale Postponement Reason:
9/15/2010	FOR					Bankruptcy Filed 
9/15/2010	FOR					09/15/10 - 15:27 - 46514
9/15/2010	FOR					: CXLD SALE/ BK FILED PRIOR TO NOD
9/15/2010	FOR					POSTING
9/15/2010	FOR					09/15/10 - 15:27 - 46514
9/15/2010	FOR					User has updated the system for the
9/15/2010	FOR					following event: Sale Scheduled
9/15/2010	FOR					For. User changed date completed
9/15/2010	FOR					from 6/25/2010 to incomplete. Reason
9/15/2010	FOR					09/15/10 - 12:16 - 39033
9/15/2010	FOR					the hold. Hold End Date:
9/15/2010	FOR					09/15/2010. Hold type: Bankruptcy
9/15/2010	FOR					Filed
9/15/2010	FOR					09/15/10 - 12:16 - 39033
9/15/2010	FOR					r has ended the hold. Hold End
9/15/2010	FOR					Date: 09/15/2010. Hold type:
9/15/2010	FOR					Bankruptcy FiledSystem updated for
9/15/2010	FOR					the following event: User has ended
9/15/2010	FOR					09/15/10 - 12:16 - 39033
9/15/2010	FOR					Intercom From: Dawn Schwartz, GMAC



9/15/2010	FOR					- To: Keith Green (GMAC) / Subject: Hold Reason: Message System updated for the following event: Use
9/15/2010	FOR	12-12020-mg	Doc 8072-24	Filed 02/05/15	Entered 02/05/15 15:54:23	Exhibit Q
9/15/2010	FOR					to Declaration Pg 59 of 100
9/15/2010	FOR					nts: Hold Ended . Status: Active, approval not required.
9/15/2010	FOR					09/15/10 - 12:16 - 00007
9/15/2010	FOR					System updated for the following event: User has reprojected the step Aged Process Necessary to
9/15/2010	FOR					9/15/2010. Reason: Hold Ended. Comme
9/15/2010	FOR					09/15/10 - 12:17 - 39033
9/15/2010	FOR					User has updated the system for the following event: Advised Counsel to Proceed with foreclosure, completed on 8/31/2010
9/15/2010	FOR					09/15/10 - 12:16 - 00007
9/15/2010	FOR					nded . Status: Active, approval not required.
9/15/2010	FOR					09/15/10 - 12:16 - 00007
9/15/2010	FOR					System updated for the following event: User has reprojected the step NOD Filed to 9/15/2010.
9/15/2010	FOR					Reason: Hold Ended. Comments: Hold E
9/15/2010	FOR					09/15/10 - 12:17 - 39033
9/15/2010	FOR					Process opened 9/15/2010 by user Dawn Schwartz.
9/15/2010	FOR					09/15/10 - 12:16 - 00007
9/15/2010	FOR					nded . Status: Active, approval not required.
9/15/2010	FOR					09/15/10 - 12:16 - 00007
9/15/2010	FOR					System updated for the following event: User has reprojected the step Sale Held to 9/15/2010.
9/15/2010	FOR					Reason: Hold Ended. Comments: Hold E
9/15/2010	FOR					09/15/10 - 15:28 - 46514
9/15/2010	FOR					BK ended; proceeding with file .
9/15/2010	FOR					Status: Active, approval not required.
9/15/2010	FOR					09/15/10 - 15:28 - 46514
9/15/2010	FOR					System updated for the following event: User has reprojected the step Sale Scheduled For to
9/15/2010	FOR					9/27/2010. Reason: Other. Comments:
9/15/2010	BKR					09/15/10 - 12:15 - 39033
9/15/2010	BKR					User has updated the system for the following event: Chapter 13 Closing Reason Effective Date, completed on
9/15/2010	BKR					9/15/2010
9/15/2010	BKR					09/15/10 - 12:15 - 39033
9/15/2010	BKR					Process opened 9/15/2010 by user Dawn Schwartz.
9/15/2010	BKR					09/15/10 - 00:00 - 39033
9/15/2010	BKR					 
9/15/2010	BKR					09/15/10 - 00:00 - 39033
9/15/2010	BKR					User has edited the Ch 13 Reason Data Form with the following entries: - Reason for Closing Ch 13 Bankruptcy File?: Court Dismissa
9/15/2010	BKR					09/15/10 - 12:15 - 39033
9/15/2010	BKR					User has updated the system for the following event: Chapter 13 Closing Reason, completed on 8/31/2010
9/15/2010	BKR					09/15/10 - 00:00 - 39033
9/15/2010	BKR					rt Dismissal 
9/15/2010	BKR					09/15/10 - 00:00 - 39033
9/15/2010	BKR					User has edited the Ch 13 BK Closing Data Form with the following entries: - Reason for Closing Ch 13 Bankruptcy File?: : Cou
9/15/2010	BKR					09/15/10 - 12:15 - 39033
9/15/2010	BKR					urt Dismissal
9/15/2010	BKR					09/15/10 - 12:15 - 39033
9/15/2010	BKR					User has completed the Ch 13 BK Closing data form with the following entries: Reason for Closing Ch 13 Bankruptcy File?: : Co
9/15/2010	BKR					09/15/10 - 12:15 - 39033
9/15/2010	BKR					User has completed the Ch 13 Reason data form with the following entries: Reason for Closing Ch 13 Bankruptcy File?: : Court Dismissal
9/15/2010	BKR					REVIEW & CLOSE FILE (1530) COMPLETED 09/15/10
9/15/2010	NT	BKR			T:16655	ch 13 case 10-17161 dismissed 8-31-10
9/15/2010	BKR					DISMISS UPDATE 2640 (1536) COMPLETED 08/31/10
9/15/2010	BKR					DISMISS (2640) COMPLETED 08/31/10
9/15/2010	PPT					mtr
9/15/2010	PPT					TASK:9003-FSV-CHANGD FUPDT 10/13/10
9/15/2010	PPT					mtr
9/15/2010	PPT					TASK:0002-FSV-CHANGD FUPDT 12/09/10
9/15/2010	NT	FSV			T:13735	tell in q. - acct in BK - last inspection reported
9/15/2010	NT	FSV			T:13735	V/L SECURE - DO NO WORK - "will mtr" - KM*TX
9/16/2010	FSV		0	00	1	T:00000 INSP TYPE F ORDERED; REQ CD =AUTO DELQ
9/17/2010	DMD					T:22222 00/00/00 00:00:00
9/17/2010	DMD					T:22222 00/00/00 00:00:00
9/17/2010	DMD					T:22222 09/17/10 16:44:34 ANSWERING MACHINE
9/17/2010	CIT	BKR20				T:15310 038 Open CIT#720 *****INTERNAL USE ONLY*****
9/17/2010	CIT	BKR20				T:15310 Payoff Demand good thru 10/18/2010 FCL fees and costs will be added to figures Please fax
9/17/2010	CIT	BKR20				T:15310 to 818-260-1845
9/20/2010	CIT	CSH30				T:11550 039 New cit 809--plz supply o/s prop press fees
9/20/2010	CIT	CSH30				T:11550 g/t 30 days for payoff quote retarget to
9/20/2010	CIT	CSH30				T:11550 11550. Thanks.
9/21/2010	CIT	CSH30				T:11550 038 DONE 09/21/10 BY TLR 11550
9/21/2010	CIT	CSH30				T:11550 TSK TYP 720-PO STMT SCRIPT

9/21/2010	NT	PAY				T:11550	ADDL F/C ARE \$363 G/T 10/18/10
9/21/2010	NT	PAY				T:11550	BPO \$83 BKR \$200 PRFES \$250 FCL FEE AND COSTS
9/21/2010	NT	PAY				T:11550	WLCB ADDS 7/10/10 FOR
9/21/2010	PAY		0	70	7		INT TO 101810 EXP DT 101810 AMT 6441663.18
9/21/2010	PAY		0	70	7		
9/21/2010	CIT	CSH30				T:11550	039 DONE 09/21/10 BY TLR 11550
9/21/2010	CIT	CSH30				T:11550	TSK TYP 809-REQUEST FOR PRO
9/21/2010	NT	FSV				T:18619	Retargeting CIT 809
9/21/2010	NT	FSV				T:18619	Open Invoices = \$0.00
9/21/2010	NT	FSV				T:18619	Pending Invoices = \$0.00
9/21/2010	NT	FSV				T:18619	Additional possible pres fees = \$250.00
9/21/2010	NT	FSV				T:18619	Total quote = \$250.00
9/21/2010	NT	FSV				T:18619	Good for the next 30 days
9/21/2010	NT	FSV				T:18619	FICH Somu
9/21/2010	CIT	COL40				T:18619	039 Retargeting CIT 809
9/21/2010	CIT	COL40				T:18619	Open Invoices = \$0.00
9/21/2010	CIT	COL40				T:18619	Pending Invoices = \$0.00
9/21/2010	CIT	COL40				T:18619	Additional possible pres fees = \$250.00
9/21/2010	CIT	COL40				T:18619	Total quote = \$250.00
9/21/2010	CIT	COL40				T:18619	Good for the next 30 days
9/21/2010	CIT	COL40				T:18619	FICH Somu
9/21/2010	D28		0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628
9/22/2010	NT	HFIS				T:21109	Hope letter sent to borrower to attend
9/22/2010	NT	HFIS				T:21109	foreclosure prevention workshop on Oct
9/22/2010	NT	HFIS				T:21109	2nd from 10am-4pm at the Urban League of
9/22/2010	NT	HFIS				T:21109	Metropolitan Seattle, 105 14th Avenue,
9/22/2010	NT	HFIS				T:21109	Seattle, WA 98122. Borrowers will have
9/22/2010	NT	HFIS				T:21109	the opportunity to speak with a Hope rep
9/22/2010	NT	HFIS				T:21109	to discuss workout options
9/23/2010	FSV		0	00	1	T:00000	INSP TYPE R ORDERED; REQ CD =1150
9/23/2010	NT	LMT				T:25101	Hope Letter Sent
9/24/2010	FSV		0	00	1	T:00000	INSP TP F RESULTS RCVD; ORD DT=09/16/10
9/24/2010	LMT						LMT BPO/APPRaisal REC ADDED
9/24/2010	NT	TAX				T:12230	Corelogic reporting taxes paid with zero due for
9/24/2010	NT	TAX				T:12230	the 10/31/10 installment. Rolling tax line to next
9/24/2010	NT	TAX				T:12230	installment date 04/30/11 Payee 460170000 parcel
9/24/2010	NT	TAX				T:12230	072304932204
9/27/2010	NT	CACL				T:25101	*Cash for Closing solicitation sent
9/27/2010	NT	CACL				T:25101	g-t10-29-2010for \$5,000, please transfer to
9/27/2010	NT	CACL				T:25101	Special Operations if brwr is interested "
9/27/2010	FSV		0	0	0	T:02196	INSP TP R RESULTS RCVD; ORD DT=09/23/10
9/30/2010	FOR						09/30/10 - 12:54 - 71584
9/30/2010	FOR						posting informaion . Status:
9/30/2010	FOR						Active, approval not required.
9/30/2010	FOR						09/30/10 - 12:54 - 71584
9/30/2010	FOR						System updated for the following
9/30/2010	FOR						event: User has reprojected the
9/30/2010	FOR						step NOD Filed to 10/6/2010.
9/30/2010	FOR						Reason: Other. Comments: waiting for
10/4/2010	DM					T:00000	EARLY IND: SCORE 229 MODEL E190S
10/5/2010	NT	OWNER				T:20821	Loan is owned by Jason Kvasnicka, Extension:
10/5/2010	NT	OWNER				T:20821	874-2059
10/5/2010	DM					T:26942	LVM
10/5/2010	DM					T:26942	ACTION/RESULT CD CHANGED FROM BRUN TO BRLM
10/5/2010	NT	FSV				T:14213	Rec'd on 2010 wint list. Acct in FCL, Last wint
10/5/2010	NT	FSV				T:14213	completed on 02/19/09. Ordered wint due to someone
10/5/2010	NT	FSV				T:14213	having access to property since last wint done,
10/5/2010	NT	FSV				T:14213	***Waiting on results, M.S.Reddy FICH
10/5/2010	PPT						mtr
10/5/2010	PPT						TASK:2501-FSV-CHANGD FUPDT 10/19/10
10/5/2010	PPT						START WINTERIZATION (2500) COMPLETED 10/05/10
10/7/2010	FOR						10/01/10 - 12:00 - 24186
10/7/2010	FOR						Gina Avila - NOD Filed - 10/01/2010
10/7/2010	FOR						10/06/10 - 18:24 - 24186
10/7/2010	FOR						User has updated the system for the
10/7/2010	FOR						following event: NOD Filed,
10/7/2010	FOR						completed on 10/1/2010
10/7/2010	FOR						10/06/10 - 18:24 - 24186
10/7/2010	FOR						NOTS to be filed
10/7/2010	FOR						10/06/10 - 18:24 - 24186
10/7/2010	FOR						User has updated the system for the
10/7/2010	FOR						following event: NOTS Recorded.
10/7/2010	FOR						User changed date completed from
10/7/2010	FOR						3/26/2010 to incomplete. Reason: new
10/8/2010	CBR		0	00	1	T:00000	FORECLOSURE STARTED
10/8/2010	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
10/8/2010	CBR		0	00	1	T:00000	PB CHAPTER 13 BANKRUPTCY DISMISSED
10/11/2010	DM					T:26942	WALKED BORROWER THROUGH PROCESS AND SHE WILL SEND
10/11/2010	DM					T:26942	OVER IN THE NEXT WEEK
10/11/2010	DM					T:26942	ACTION/RESULT CD CHANGED FROM BRLM TO LMDC
10/13/2010	NT	FSV				T:26710	Rcvd o/a id # 700909 rep @ prp 10/11/2010
10/13/2010	NT	FSV				T:26710	1 wood pile,building 34 @ \$50.00 = \$1,700.00
10/13/2010	NT	FSV				T:26710	2 4cbydexterior debris- 4 @ \$50.00 = \$200.00
10/13/2010	NT	FSV				T:26710	3 1cbyd-haz mat remove 1 @ \$50.00 = \$50.00
10/13/2010	NT	FSV				T:26710	4 Trim vines covering 1 @ \$200.00 = \$200.00
10/13/2010	NT	FSV				T:26710	5 pad/hasp lock 1 @ \$40.00 = \$40.00
10/13/2010	NT	FSV				T:26710	6 Grass Cut Re-Cut 1 @ \$120.00 = \$120.00
10/13/2010	NT	FSV				T:26710	7 Grass Cut Initial Cut 1 @ \$400.00 = \$400.00
10/13/2010	NT	FSV				T:26710	Estimate Total: \$ 2,710.00
10/13/2010	NT	FSV				T:26710	PREM, FICH
10/13/2010	NT	FSV				T:14217	MCR#700909 Rep @ 10/11/2010
10/13/2010	NT	FSV				T:14217	Loss Draft not Opened
10/13/2010	NT	FSV				T:14217	Fich Chandra
10/13/2010	NT	FSV				T:14217	MCR JB #_700909_FROM_Winterization Only
10/13/2010	NT	FSV				T:14217	ORD_10/05/10_CMPLTED_10/11/10_RECVD_10/13/10
10/13/2010	NT	FSV				T:14217	UTIL_off_GAS_off_ELEC_off_SUMPPUMP_off
10/13/2010	NT	FSV				T:14217	DMGS_no_AMT_no
10/13/2010	NT	FSV				T:14217	LDRAFT_no_O/A TO FLLW_yes
10/13/2010	NT	FSV				T:14217	WORK CMPLTD_Knoblock and deadbolt
10/13/2010	NT	FSV				T:14217	installed on side door. Dry winterization
10/13/2010	NT	FSV				T:14217	completed, grass over allowable. Please
10/13/2010	NT	FSV				T:14217	REP COMMENTS, see bid. - Fich Chandra
10/13/2010	PPT						VAC-PROPERTY SECURE (501) COMPLETED 10/11/10
10/13/2010	PPT						mtr
10/13/2010	PPT						TASK:3001-FSV-CHANGD FUPDT 10/27/10

10/13/2010	PPT					GC-START GRASS CUT (3000) COMPLETED 10/13/10
10/14/2010	FSV					INSP TYPE F RESULTS RCVD; REP CD = SCRIPT
10/14/2010	NT	HFIS				HOPE Letter sent to borrower to attend
10/14/2010	NT	HFIS				HOPE Letter sent to borrower to attend
10/14/2010	NT	HFIS				ber 3rd from 10am-3pm at Oscar's on
10/14/2010	NT	HFIS				Hosmer, 8726 South Hosmer, Tacoma, WA
10/14/2010	NT	HFIS				98444. Borrowers will have the opportun
10/14/2010	NT	HFIS				ity to speak to a HOPE rep to discuss
10/14/2010	NT	HFIS				workout options
10/14/2010	PPT					mtr
10/14/2010	PPT					TASK-9003-FSV-CHANGD FUPDT 10/28/10
10/14/2010	PPT					CV # 700909 - WA (9012) COMPLETED 10/14/10
10/14/2010	NT	FSV				T:13735 OA for WO # 700909
10/14/2010	NT	FSV				T:13735 approved: secure shed @ 40.00
10/14/2010	NT	FSV				T:13735 total approved: 40.00
10/14/2010	NT	FSV				T:13735 denied remainder of bid
10/14/2010	NT	FSV				T:13735 updating tasks - "mtr for results" - KM*TX
10/15/2010	NT	LMT				T:25101 HOPE Letter sent
10/15/2010	NT	FSV				T:20110 Loan on HFN report. Ran script to order inspection
10/15/2010	NT	FSV				T:20110 if needed
10/18/2010	DM					T:26942 NUMBERS ARE BOTH DISCOD
10/18/2010	DM					T:26942 ACTION/RESULT CD CHANGED FROM LMDC TO BRIP
10/19/2010	FOR					10/18/10 - 22:18 - 00007
10/19/2010	FOR					User has updated the system for the
10/19/2010	FOR					following event: Attorney Notified
10/19/2010	FOR					to Place File on Hold, completed on
10/19/2010	FOR					10/18/2010Automation
10/19/2010	FOR					10/18/10 - 19:52 - 00007
10/19/2010	FOR					Process opened 10/18/2010 by user
10/19/2010	FOR					Fidelity AutoProc.
10/19/2010	DM					T:26942 NUMBERS ARE BOTH DISCOD
10/19/2010	DM					T:26942 ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
10/19/2010	D28		0	DT	8	BILLING STATEMENT FROM REPORT R628
10/20/2010	FOR					10/20/10 - 14:57 - 16155
10/20/2010	FOR					User has updated the system for the
10/20/2010	FOR					following event: Attorney Confirmed
10/20/2010	FOR					File on Hold, completed on
10/20/2010	FOR					10/20/2010
10/21/2010	FOR					10/21/10 - 16:40 - 00007
10/21/2010	FOR					Process opened 10/21/2010 by user
10/21/2010	FOR					Fidelity AutoProc.
10/22/2010	FOR					10/22/10 - 00:09 - 00007
10/22/2010	FOR					User has updated the system for the
10/22/2010	FOR					following event: Advised Counsel to
10/22/2010	FOR					Proceed with foreclosure, completed
10/22/2010	FOR					on 10/20/2010Automation
10/22/2010	NT	FSV				T:18619 MCR # 793833, R @ P 10/20/10,
10/22/2010	NT	FSV				T:18619 No Loss Draft Opened, SOMU - 18619
10/22/2010	NT	FSV				T:13735 wint complete 10/11/10 - KM*TX
10/22/2010	PPT					PROPERTY WINTERIZED (2501) COMPLETED 10/11/10
10/22/2010	NT	FSV				T:18619 MCR JB # 793833, FROM Estimate Approval
10/22/2010	NT	FSV				T:18619 ORD_10/14/10, CMPLTD_10/20/10_RECVD_10/22/10
10/22/2010	NT	FSV				T:18619 UTIL_OFF_GAS_OFF_ELEC_OFF_SUMPUMP_OFF
10/22/2010	NT	FSV				T:18619 DMGS_NO_AMT_NO
10/22/2010	NT	FSV				T:18619 L/DRAFT_NO_O/A TO FLLW_NO
10/22/2010	NT	FSV				T:18619 WORK CMPLTD_Bid approval secure shed
10/22/2010	NT	FSV				T:18619 with pad/hasp.
10/22/2010	NT	FSV				T:18619 REP COMMENTS_somu 18619
10/25/2010	FOR					10/25/10 - 13:56 - 16155
10/25/2010	FOR					User has updated the system for the
10/25/2010	FOR					following event: Counsel
10/25/2010	FOR					acknowledged Proceed with
10/25/2010	FOR					foreclosure, completed on 10/25/2010
10/28/2010	DMD					T:22222 00/00/00 00:00:00
10/28/2010	DMD					T:22222 00/00/00 00:00:00
10/28/2010	DMD					T:22222 10/28/10 14:03:53 VACANT
10/29/2010	DMD					T:22222 00/00/00 00:00:00
10/29/2010	DMD					T:22222 00/00/00 00:00:00
10/29/2010	DMD					T:22222 10/29/10 13:08:46 VACANT
10/29/2010	PPT					mtr
10/29/2010	PPT					TASK-9003-FSV-CHANGD FUPDT 11/28/10
10/29/2010	NT	FSV				T:13735 fell in q. - acct in FC - last inspection reported
10/29/2010	NT	FSV				T:13735 V/L SECURE - "will mtr" - KM*TX
11/1/2010	DMD					T:22222 00/00/00 00:00:00
11/1/2010	DMD					T:22222 11/01/10 15:10:14 VACANT
11/1/2010	DMD					T:22222 11/01/10 13:41:23 VACANT
11/2/2010	DM					T:00000 EARLY IND: SCORE 229 MODEL EI90S
11/2/2010	DMD					T:22222 00/00/00 00:00:00
11/2/2010	DMD					T:22222 00/00/00 00:00:00
11/2/2010	DMD					T:22222 11/02/10 13:51:14 VACANT
11/2/2010	FSV		0	00	1	T:00000 INSP TP F RESULTS RCVD; ORD DT=10/14/10
11/2/2010	CIT	BKR20				T:15310 040 Open CIT#720 *****INTERNAL USE ONLY*****
11/2/2010	CIT	BKR20				T:15310 Payoff demand good thru 12/2/2010 FCL fees and
11/2/2010	CIT	BKR20				T:15310 costs will be added to figures Please fax to
11/2/2010	CIT	BKR20				T:15310 818-260-1845
11/4/2010	DMD					T:22222 00/00/00 00:00:00
11/4/2010	DMD					T:22222 00/00/00 00:00:00
11/4/2010	DMD					T:22222 11/04/10 13:55:21 VACANT
11/4/2010	NT	OWNER				T:20821 Loan owned by Jason Kvasnicka, ext 874-2059.
11/4/2010	NT	FSV				T:14213 Retargeting CIT 809
11/4/2010	NT	FSV				T:14213 Open Invoices = \$180.00
11/4/2010	NT	FSV				T:14213 Pending Invoices = \$0.00
11/4/2010	NT	FSV				T:14213 Additional possible pres fees = \$250.00
11/4/2010	NT	FSV				T:14213 Total quote = \$430.00
11/4/2010	NT	FSV				T:14213 Good for the next 30 days
11/4/2010	NT	FSV				T:14213 .. 14213 M.S.Reddy.
11/4/2010	CIT	COL40				T:14213 041 Retargeting CIT 809
11/4/2010	CIT	COL40				T:14213 Open Invoices = \$180.00
11/4/2010	CIT	COL40				T:14213 Pending Invoices = \$0.00
11/4/2010	CIT	COL40				T:14213 Additional possible pres fees = \$250.00
11/4/2010	CIT	COL40				T:14213 Total quote = \$430.00
11/4/2010	CIT	COL40				T:14213 Good for the next 30 days
11/4/2010	CIT	COL40				T:14213 .. 14213 M.S.Reddy.
11/4/2010	CIT	CSH30				T:11550 041 New cit 809---plz supply o/s prop press fees
11/4/2010	CIT	CSH30				T:11550 g/t 30 days for payoff quote retarget to

11/4/2010	CIT	CSH30				T:11550	11550. Thanks.
11/5/2010	DMD					T:22222	00/00/00 00:00:00
11/5/2010	DMD					T:22222	00/00/00 00:00:00
11/5/2010	DM					T:26942	BOTH NUMBERS ARE DISCO
11/5/2010	DM					T:26942	ACTION/RESULT CD CHANGED FROM OASK TO BRIP
11/5/2010	CIT	CSH30				T:11550	040 DONE 11/05/10 BY TLR 11550
11/5/2010	CIT	CSH30				T:11550	TSK TYP 720-PO STMT SCRIPT
11/5/2010	NT	PAY				T:11550	ADDL F/C ARE \$528 G/T 12/02/10
11/5/2010	NT	PAY				T:11550	BPO \$83, PIR \$15, PRESS \$430. FCL FEES AND COSTS
11/5/2010	NT	PAY				T:11550	WILL BE ADDED TO FGR
11/5/2010	PAY		0	70	7		ORIG TO: ADDL F/C ARE \$528 G/T 12/0
11/5/2010	PAY		0	70	7		INT TO 120210 EXP DT 120210 AMT 0141787.11
11/5/2010	CIT	CSH30				T:11550	041 DONE 11/05/10 BY TLR 11550
11/5/2010	CIT	CSH30				T:11550	TSK TYP 809-REQUEST FOR PRO
11/8/2010	NT	C4CL				T:25101	*Cash for Closing solicitation sent
11/8/2010	NT	C4CL				T:25101	g-t11-30-2010for 5,000, please transfer to Special
11/8/2010	NT	C4CL				T:25101	Operations if bwr is interested"
11/9/2010	ET		0	0	0		ARM CHANGE NOTICE SCHEDULED FOR 11/10/10
11/11/2010	FOR						11/10/10 - 20:08 - 00007
11/11/2010	FOR						Foreclosure (NIE Id# 5886430) sent
11/11/2010	FOR						to Executive Trustee Services, Inc.
11/11/2010	FOR						at 11/10/2010 8:08:23 PM by
11/11/2010	FOR						Automated Tasks
11/11/2010	D19		0	04	8		ARM CHANGE NOTICE CREATED - LETTER
11/12/2010	CBR		0	00	1	T:00000	FORECLOSURE STARTED
11/12/2010	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
11/12/2010	CBR		0	00	1	T:00000	CHANGE IN PRIMARY BORROWERS ADDR
11/15/2010	FSV		0	00	1	T:00000	INSP TYPE F ORDERED: REQ CD =AUTO DELQ
11/16/2010	DM					T:26942	BOTH NUMBERS ARE DISCO.
11/16/2010	DM					T:26942	ACTION/RESULT CD CHANGED FROM OASK TO BRIM
11/18/2010	DMD					T:22222	00/00/00 00:00:00
11/18/2010	DMD					T:22222	00/00/00 00:00:00
11/18/2010	DMD					T:22222	11/18/10 13:30:04 VACANT
11/19/2010	DMD					T:22222	00/00/00 00:00:00
11/19/2010	DMD					T:22222	00/00/00 00:00:00
11/19/2010	DMD					T:22222	11/19/10 14:03:09 VACANT
11/19/2010	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
11/22/2010	DMD					T:22222	00/00/00 00:00:00
11/22/2010	DMD					T:22222	00/00/00 00:00:00
11/22/2010	DMD					T:22222	11/22/10 13:51:07 VACANT
11/23/2010	DMD					T:22222	00/00/00 00:00:00
11/23/2010	DMD					T:22222	00/00/00 00:00:00
11/23/2010	DMD					T:22222	11/23/10 13:29:47 VACANT
11/24/2010	DMD					T:22222	00/00/00 00:00:00
11/24/2010	DMD					T:22222	00/00/00 00:00:00
11/24/2010	DMD					T:22222	11/24/10 13:45:47 INVALID NUMBER
11/26/2010	DMD					T:22222	00/00/00 00:00:00
11/26/2010	DMD					T:22222	00/00/00 00:00:00
11/26/2010	DMD					T:22222	11/26/10 12:40:49 VACANT
11/26/2010	FSV		0	00	1	T:00000	INSP TP F RESULTS RCVD: ORD DT=11/15/10
11/26/2010	PAY		0	12	7		AMENDED: ADDL F/C ARE \$528 G/T 12/0
11/26/2010	PAY		0	12	7		INT TO 120210 EXP DT 120210 AMT 0141798.36
11/29/2010	DMD					T:22222	00/00/00 00:00:00
11/29/2010	DMD					T:22222	00/00/00 00:00:00
11/29/2010	DMD					T:22222	11/29/10 13:58:54 VACANT
11/29/2010	FOR						11/29/10 - 16:03 - 24186
11/29/2010	FOR						System updated for the following
11/29/2010	FOR						event: User has reprojected the
11/29/2010	FOR						step NOTS Recorded to 12/8/2010.
11/29/2010	FOR						Reason: Other. Comments: NOTS to rec
11/29/2010	FOR						11/29/10 - 16:03 - 24186
11/29/2010	FOR						ord by 12/6/10 .Status:
11/29/2010	FOR						Active, approval not required.
11/30/2010	DMD					T:22222	00/00/00 00:00:00
11/30/2010	DMD					T:22222	00/00/00 00:00:00
11/30/2010	DMD					T:22222	11/30/10 13:59:52 VACANT
12/1/2010	DMD					T:22222	00/00/00 00:00:00
12/1/2010	DMD					T:22222	00/00/00 00:00:00
12/1/2010	DMD					T:22222	12/01/10 13:55:00 VACANT
12/1/2010	PPT						mt
12/1/2010	PPT						TASK:0002-FSV-CHANGD FUPDT 12/29/10
12/1/2010	PPT						CONV -WA- MTR ACCT (9003) COMPLETED 12/01/10
12/2/2010	DM					T:00000	EARLY IND: SCORE 229 MODEL E190S
12/2/2010	DMD					T:22222	00/00/00 00:00:00
12/2/2010	DMD					T:22222	00/00/00 00:00:00
12/2/2010	DMD					T:22222	12/02/10 13:45:12 VACANT
12/3/2010	DMD					T:22222	00/00/00 00:00:00
12/3/2010	DMD					T:22222	00/00/00 00:00:00
12/3/2010	DMD					T:22222	12/03/10 13:39:57 VACANT
12/6/2010	DMD					T:22222	00/00/00 00:00:00
12/6/2010	DMD					T:22222	00/00/00 00:00:00
12/6/2010	DMD					T:22222	12/06/10 13:51:20 VACANT
12/6/2010	DM					T:26942	NUMBER IS STILL NO GOOD.
12/6/2010	DM					T:26942	ACTION/RESULT CD CHANGED FROM BRIM TO BRIP
12/7/2010	DMD					T:22222	00/00/00 00:00:00
12/7/2010	DMD					T:22222	00/00/00 00:00:00
12/7/2010	DMD					T:22222	12/07/10 13:31:05 VACANT
12/7/2010	NT	OWNER				T:20821	Loan is owned by Jason Kvasnicka, Ext 874-2059.
12/7/2010	NT	OWNER				T:20821	Special Operations Segment: No RPC 30
12/8/2010	DMD					T:22222	00/00/00 00:00:00
12/8/2010	DMD					T:22222	12/08/10 14:05:56 VACANT
12/8/2010	DMD					T:22222	12/08/10 12:25:12 VACANT
12/9/2010	DMD					T:22222	00/00/00 00:00:00
12/9/2010	DMD					T:22222	00/00/00 00:00:00
12/9/2010	DMD					T:22222	12/09/10 13:34:59 VACANT
12/10/2010	DMD					T:22222	00/00/00 00:00:00
12/10/2010	DMD					T:22222	12/10/10 13:55:14 VACANT
12/10/2010	DMD					T:22222	12/10/10 11:53:16 VACANT
12/10/2010	CBR		0	00	1	T:00000	FORECLOSURE STARTED
12/10/2010	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
12/13/2010	DMD					T:22222	00/00/00 00:00:00
12/13/2010	DMD					T:22222	00/00/00 00:00:00
12/13/2010	DMD					T:22222	12/13/10 16:21:55 VACANT
12/14/2010	DMD					T:22222	00/00/00 00:00:00

12/14/2010	DMD					T:22222	00/00/00 00:00:00
12/14/2010	DMD					T:22222	12/14/10 13:06:09 VACANT
12/14/2010	NT	FSV				T:14855	Retargeting CIT 809
12/14/2010	NT	FSV				T:14855	Pending Invoices = \$0.00
12/14/2010	NT	FSV				T:14855	Additional possible pres fees = \$250.00
12/14/2010	NT	FSV				T:14855	Total quote = \$250.00
12/14/2010	NT	FSV				T:14855	Good for the next 30 days
12/14/2010	NT	FSV				T:14855	Ravi
12/14/2010	CIT	COL40				T:14855	042 Retargeting CIT 809
12/14/2010	CIT	COL40				T:14855	Open Invoices = \$0.00
12/14/2010	CIT	COL40				T:14855	Pending Invoices = \$0.00
12/14/2010	CIT	COL40				T:14855	Additional possible pres fees = \$250.00
12/14/2010	CIT	COL40				T:14855	Total quote = \$250.00
12/14/2010	CIT	COL40				T:14855	Good for the next 30 days
12/14/2010	CIT	COL40				T:14855	Ravi
12/14/2010	CIT	CSH30				T:11550	042 New cit 809---plz supply o/s prop press fees
12/14/2010	CIT	CSH30				T:11550	g/t 30 days for payoff quote retarget to
12/14/2010	CIT	CSH30				T:11550	11550. Thanks.
12/15/2010	DMD					T:22222	00/00/00 00:00:00
12/15/2010	DMD					T:22222	00/00/00 00:00:00
12/15/2010	DMD					T:22222	12/15/10 12:25:42 INVALID NUMBER
12/15/2010	FSV		0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =AUTO DELQ
12/15/2010	PAY		0	70	7		ORIG TO: ADDL F/C ARE \$524.68 G/T 0
12/15/2010	PAY		0	70	7		INT TO 011311 EXP DT 011311 AMT 0142836.97
12/15/2010	NT	PAY				T:11550	ADDL F/C ARE \$524.68 G/T 01/13/11
12/15/2010	NT	PAY				T:11550	BPO \$83, PIR \$30, PRESS \$250 & \$161.68 FOR ATTYS
12/15/2010	CIT	CSH30				T:11550	042 DONE 12/15/10 BY TLR 11550
12/15/2010	CIT	CSH30				T:11550	TSK TYP 809-REQUEST FOR PRO
12/16/2010	DMD					T:22222	00/00/00 00:00:00
12/16/2010	DMD					T:22222	12/16/10 13:54:05 VACANT
12/16/2010	DMD					T:22222	12/16/10 11:18:57 INVALID NUMBER
12/17/2010	DMD					T:22222	00/00/00 00:00:00
12/17/2010	DMD					T:22222	00/00/00 00:00:00
12/17/2010	DMD					T:22222	12/17/10 13:47:16 VACANT
12/20/2010	DMD					T:22222	00/00/00 00:00:00
12/20/2010	DMD					T:22222	00/00/00 00:00:00
12/20/2010	DMD					T:22222	12/20/10 13:57:58 VACANT
12/21/2010	FOR						12/21/10 - 14:22 - 59848
12/21/2010	FOR						or recording 12/21 . Status:
12/21/2010	FOR						Active, approval not required.
12/21/2010	FOR						12/21/10 - 14:22 - 59848
12/21/2010	FOR						System updated for the following
12/21/2010	FOR						event: User has reprojected the
12/21/2010	FOR						step NOTS Recorded to 12/27/2010.
12/21/2010	FOR						Reason: Other. Comments: NOTS sent f
12/21/2010	FOR						12/20/10 - 19:05 - 30479
12/21/2010	FOR						Estimated foreclosure fees and
12/21/2010	FOR						costs good through 3/25/2011 are
12/21/2010	FOR						\$5,532.00 (DIS)
12/21/2010	FOR						12/21/10 - 13:39 - 00007
12/21/2010	FOR						Process opened 12/21/2010 by user
12/21/2010	FOR						Fidelity AutoProc.
12/21/2010	FOR						12/21/10 - 13:39 - 00007
12/21/2010	FOR						User has updated the system for the
12/21/2010	FOR						following event: Sale Scheduled
12/21/2010	FOR						For, completed on
12/21/2010	FOR						3/25/2011Automation
12/21/2010	D28		0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628
12/22/2010	DMD					T:22222	00/00/00 00:00:00
12/22/2010	DMD					T:22222	00/00/00 00:00:00
12/22/2010	DMD					T:22222	12/22/10 13:43:28 VACANT
12/22/2010	FOR						TASK:0605-FCL-CHANGD FUPDT 03/25/11
12/23/2010	DMD					T:22222	00/00/00 00:00:00
12/23/2010	DMD					T:22222	00/00/00 00:00:00
12/23/2010	DMD					T:22222	12/23/10 14:04:34 VACANT
12/27/2010	DMD					T:22222	00/00/00 00:00:00
12/27/2010	DMD					T:22222	00/00/00 00:00:00
12/27/2010	DMD					T:22222	12/27/10 10:18:58 VACANT
12/27/2010	NT	FSV				T:31371	Received on FTV report from CLFS, Acct in FCL, Rep
12/27/2010	NT	FSV				T:31371	at Property on 12/24/10. Found Vacant/Locked
12/27/2010	NT	FSV				T:31371	Ordered Resecure.***Waiting on Results***
12/27/2010	NT	FSV				T:31371	Sandya-31371.
12/28/2010	DMD					T:22222	00/00/00 00:00:00
12/28/2010	DMD					T:22222	00/00/00 00:00:00
12/28/2010	DMD					T:22222	12/28/10 10:09:14 VACANT
12/28/2010	DM					T:26942	NUMBERS ARE INVALID.
12/28/2010	DM					T:26942	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
12/29/2010	DMD					T:22222	00/00/00 00:00:00
12/29/2010	DMD					T:22222	00/00/00 00:00:00
12/29/2010	DMD					T:22222	12/29/10 10:06:03 VACANT
12/29/2010	FSV		0	00	1	T:00000	INSP TP F RESULTS RCVD; ORD DT=12/15/10
12/29/2010	PAY		0	12	7		AMENDED: ADDL F/C ARE \$524.68 G/T 0
12/29/2010	PAY		0	12	7		INT TO 011311 EXP DT 011311 AMT 0142848.22
12/29/2010	FOR						12/29/10 - 14:00 - 59848
12/29/2010	FOR						User has updated the system for the
12/29/2010	FOR						following event: NOTS Recorded,
12/29/2010	FOR						completed on 12/22/2010
12/29/2010	FOR						12/29/10 - 14:00 - 59848
12/29/2010	FOR						Process opened 12/29/2010 by user
12/29/2010	FOR						Geoffrey Allen.
12/30/2010	FOR						12/22/10 - 12:00 - 59848
12/30/2010	FOR						Geoffrey Allen - NOTS Recorded -
12/30/2010	FOR						12/22/2010
12/30/2010	FOR						FORECLOSURE C3 CHANGED FROM 0131925 TO 0012468
12/30/2010	FOR						FORECLOSURE C2 CHANGED FROM 0012503 TO 0131925
12/30/2010	FOR						FORECLOSURE C1 CHANGED FROM 0012468 TO 0012503
12/30/2010	NT	FSV				T:14215	Working Task # 2. Acct in FCL, IIS is inproces.
12/30/2010	NT	FSV				T:14215	waiting for response. Krishna 14215
12/30/2010	NT	FSV				T:14215	**** PLEASE IGNORE THE PREVIOUS COMMENT**
12/30/2010	PPT						mtr
12/30/2010	PPT						TASK:0002-FSV-CHANGD FUPDT 01/29/11
12/30/2010	NT	FSV				T:14215	Working Task # 2. Acct in FCL, IIS is inproces.
12/30/2010	NT	FSV				T:14215	waiting for response. Krishna 14215
1/4/2011	DMD					T:22222	00/00/00 00:00:00

1/4/2011	DMD					T:22222	00/00/00 00:00:00
1/4/2011	DMD					T:22222	01/04/11 13:44:39 MSG ANS MACH
1/5/2011	DMD					T:22222	00/00/00 00:00:00
1/5/2011	DMD					T:22222	01/05/11 10:16:31 MSG ANS MACH
1/5/2011	NT	FSV				T:14855	MCR#234455r @ p 12/30/2010 No Loss Draft opened.
1/5/2011	NT	FSV				T:14855	Ravi
1/5/2011	NT	FSV				T:14855	Installed 1 padlock on second door- boarded window
1/5/2011	NT	FSV				T:14855	36x36 on first floor. Window cannot be reglazed
1/5/2011	NT	FSV				T:14855	because it is missing too much glass. Bid
1/5/2011	NT	FSV				T:14855	submitted to replace the whole window glass.
1/5/2011	NT	FSV				T:14855	RAVI
1/5/2011	NT	FSV				T:14855	MCR JB # _234455_ FROM_ Re-secure
1/5/2011	NT	FSV				T:14855	ORD_12/27/10_CMLPTD_12/30/10_RECVD_01/05/11
1/5/2011	NT	FSV				T:14855	UTIL_OFF_GAS_OFF_ELEC_OFF_SUMPPUMP_OFF
1/5/2011	NT	FSV				T:14855	DMGS_NO_AMT_NO
1/5/2011	NT	FSV				T:14855	L/DRAFT_NO_O/a TO FLLW_YES
1/5/2011	NT	FSV				T:14855	WORK CMLPTD_Installed 1 padlock and hasp
1/5/2011	NT	FSV				T:14855	REP COMMENTS_ on exterior door to secure
1/5/2011	DM					T:26942	LVM
1/5/2011	DM					T:26942	ACTION/RESULT CD CHANGED FROM OASK TO BRLM
1/5/2011	NT	OWNER				T:29088	Loan is Owned in Loss Mit by Jason
1/5/2011	NT	OWNER				T:29088	Kvasnicka_ Extension: 874-2059
1/5/2011	NT	FSV				T:26711	rcvd o/a id# 211455 rep @ prp 12/30/2010
1/5/2011	NT	FSV				T:26711	1 cooler, desk to 1 @ \$25.00 = \$25.00
1/5/2011	NT	FSV				T:26711	2 cooler, desk 1 @ \$50.00 = \$50.00
1/5/2011	NT	FSV				T:26711	3 drawers, misc 9 @ \$50.00 = \$450.00
1/5/2011	NT	FSV				T:26711	4 interior- vacuum, 3 @ \$50.00 = \$150.00
1/5/2011	NT	FSV				T:26711	5 lots of boxes, 8 @ \$50.00 = \$400.00
1/5/2011	NT	FSV				T:26711	6 gallons of paint 3 @ \$15.00 = \$45.00
1/5/2011	NT	FSV				T:26711	7 paint thinner, 1 @ \$15.00 = \$15.00
1/5/2011	NT	FSV				T:26711	8 window glass 1 @ \$500.00 = \$500.00
1/5/2011	NT	FSV				T:26711	Estimate Total : \$ 1,635.00
1/5/2011	NT	FSV				T:26711	mall
1/6/2011	DMD					T:22222	00/00/00 00:00:00
1/6/2011	DMD					T:22222	00/00/00 00:00:00
1/6/2011	DMD					T:22222	01/06/11 13:47:35 MSG ANS MACH
1/6/2011	NT	FSV				T:13735	tell in q - acct in FC - last inspection reported
1/6/2011	NT	FSV				T:13735	V/L PROP SECURED and WINTERIZED monitoring for
1/6/2011	NT	FSV				T:13735	fd sale - shutting down the 9000 task will monitor
1/6/2011	NT	FSV				T:13735	from task #2 - KM*TX
1/6/2011	PPT						CV/WA (9013) COMPLETED 01/06/11
1/6/2011	PPT						CV # 234455-WA (9014) COMPLETED 01/06/11
1/6/2011	NT	FSV				T:13735	OA for WO # 234455
1/6/2011	NT	FSV				T:13735	denied all.
1/6/2011	NT	FSV				T:13735	updating tasks
1/6/2011	NT	FSV				T:13735	**mtr**
1/6/2011	NT	FSV				T:13735	KM*TX
1/7/2011	DMD					T:22222	00/00/00 00:00:00
1/7/2011	DMD					T:22222	00/00/00 00:00:00
1/7/2011	DMD					T:22222	01/07/11 13:40:45 MSG ANS MACH
1/7/2011	PAY		0	12	7		AMENDED: ADDL F/C ARE \$524.68 G/T 0
1/7/2011	PAY		0	12	7		INT TO 011311 EXP DT 011311 AMT 0142995.82
1/7/2011	FOR						FORECLOSURE C3 CHANGED FROM 0012468 TO 0131925
1/7/2011	FOR						FORECLOSURE C2 CHANGED FROM 0131925 TO 0012503
1/7/2011	FOR						FORECLOSURE C1 CHANGED FROM 0012503 TO 0012468
1/10/2011	DMD					T:22222	00/00/00 00:00:00
1/10/2011	DMD					T:22222	00/00/00 00:00:00
1/10/2011	DMD					T:22222	01/10/11 13:44:30 MSG ANS MACH
1/10/2011	CIT	INQ85				T:15345	043 OPEN CIT 173. 3P ci stating was relieving
1/10/2011	CIT	INQ85				T:15345	phone calls from GMAC and has no loan. said
1/10/2011	CIT	INQ85				T:15345	has had phone number 4254865224 for 6 1/2
1/10/2011	CIT	INQ85				T:15345	years. IsraelA/8876087
1/11/2011	CIT	COL81				T:01521	043 DONE 01/11/11 BY TLR 01521
1/11/2011	CIT	COL81				T:01521	TSK TYP 173-EXCLUDE FROM SK
1/11/2011	CIT	COL81				T:01521	043 CLOSING CIT 173; ADDED TO SKIP LIST
1/11/2011	NT	C4CL				T:25101	*Cash for Closing solicitation sent g-t 02-04-2010
1/11/2011	NT	C4CL				T:25101	for 5,000. Please transfer to Special Operations
1/11/2011	NT	C4CL				T:25101	if brwr is interested"
1/12/2011	NT	C4CL				T:25101	*Cash for Closing solicitation sent g/30 days
1/12/2011	NT	C4CL				T:25101	from 02/12/11for \$5,000, please transfer to
1/12/2011	NT	C4CL				T:25101	Special Operations if brwr is interested"
1/14/2011	CBR		0	00	1	T:00000	FORECLOSURE STARTED
1/14/2011	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
1/14/2011	FSV		0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =AUTO DELQ
1/18/2011	DMD					T:22222	00/00/00 00:00:00
1/18/2011	DMD					T:22222	00/00/00 00:00:00
1/18/2011	DMD					T:22222	01/18/11 13:50:37 VACANT
1/18/2011	DM					T:26942	NUMBERS ARE NO GOOD.
1/18/2011	DM					T:26942	ACTION/RESULT CD CHANGED FROM OASK TO BRIP
1/19/2011	DMD					T:22222	00/00/00 00:00:00
1/19/2011	DMD					T:22222	00/00/00 00:00:00
1/19/2011	DMD					T:22222	01/19/11 13:51:59 VACANT
1/19/2011	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
1/20/2011	DMD					T:22222	00/00/00 00:00:00
1/20/2011	DMD					T:22222	00/00/00 00:00:00
1/20/2011	DMD					T:22222	01/20/11 13:46:03 VACANT
1/21/2011	DMD					T:22222	00/00/00 00:00:00
1/21/2011	DMD					T:22222	00/00/00 00:00:00
1/21/2011	DMD					T:22222	01/21/11 13:49:33 VACANT
1/24/2011	DM					T:26942	BOTH NUMBERS ARE DISCO.
1/24/2011	DM					T:26942	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
1/24/2011	NT	INTRO				T:20821	Introduction letter sent to borrower on
1/24/2011	NT	INTRO				T:20821	1/21/2011. If the borrower calls in, please
1/24/2011	NT	INTRO				T:20821	transfer to Jason Kvasnicka at EXT 874-2059.
1/25/2011	DMD					T:22222	00/00/00 00:00:00
1/25/2011	DMD					T:22222	00/00/00 00:00:00
1/25/2011	DMD					T:22222	01/25/11 13:50:52 VACANT
1/25/2011	FSV		0	00	1	T:00000	INSP TP F RESULTS RCVD; ORD DT=01/14/11
1/25/2011	DM					T:26942	BOTH NUMBERS ARE DISCO.
1/25/2011	DM					T:26942	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
1/26/2011	DM					T:26942	NUMBER ARE DISCO.
1/26/2011	DM					T:26942	ACTION/RESULT CD CHANGED FROM BRIP TO BRLM
2/1/2011	FOR						02/01/11 - 00:07 - 00007
2/1/2011	FOR						Foreclosure (NIE Id# 5886430)

[illegible]



2/14/2011	DMD					T:22222	02/14/11 13:37:52 VACANT
2/14/2011	FSV					T:00000	INSP TYPE F ORDERED; REQ CD =AUTO DEL
2/15/2011	DMD					T:22222	02/15/11 00:00:00
2/15/2011	DMD					T:22222	02/15/11 13:43:08 DISCONNECTED
2/15/2011	FSV		0	00	1	T:00000	INSP TYPE R ORDERED; REQ CD =1150
2/15/2011	LMT						LMT BPO/APPRaisal REC ADDED
2/16/2011	DMD					T:22222	00/00/00 00:00:00
2/16/2011	DMD					T:22222	00/00/00 00:00:00
2/16/2011	DMD					T:22222	02/16/11 13:38:53 DISCONNECTED
2/16/2011	FSV		0	0	0	T:02773	INSP TP R RESULTS RCVD; ORD DT=02/15/11
2/17/2011	DMD					T:22222	00/00/00 00:00:00
2/17/2011	DMD					T:22222	00/00/00 00:00:00
2/17/2011	DMD					T:22222	02/17/11 10:09:27 DISCONNECTED
2/18/2011	DMD					T:22222	00/00/00 00:00:00
2/18/2011	DMD					T:22222	00/00/00 00:00:00
2/18/2011	DMD					T:22222	02/18/11 13:35:53 DISCONNECTED
2/21/2011	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
2/22/2011	DMD					T:22222	00/00/00 00:00:00
2/22/2011	DMD					T:22222	00/00/00 00:00:00
2/22/2011	DMD					T:22222	02/21/11 13:40:08 DISCONNECTED
2/22/2011	DMD					T:22222	00/00/00 00:00:00
2/22/2011	DMD					T:22222	00/00/00 00:00:00
2/22/2011	DMD					T:22222	02/22/11 13:39:27 VACANT
2/22/2011	DM					T:26942	BOTH NUMBERS ARE DISCO.
2/22/2011	DM					T:26942	ACTION/RESULT CD CHANGED FROM OASK TO BRIP
2/23/2011	DMD					T:22222	00/00/00 00:00:00
2/23/2011	DMD					T:22222	00/00/00 00:00:00
2/23/2011	DMD					T:22222	02/23/11 13:43:36 VACANT
2/23/2011	CIT	BKR20				T:22124	044 Provide O/S Prop/Pres fees good through 30
2/23/2011	CIT	BKR20				T:22124	days Loan Number = 5315 PIR = 0.00
2/23/2011	CIT	BKR20				T:22124	Private Label = 0.00 Taxes = 0.00 PMI = 0.00
2/23/2011	CIT	BKR20				T:22124	PIA ACT/ACT,U72 - HFN PORTFOLIO = 110.00 P&I =
2/23/2011	CIT	BKR20				T:22124	0.00 Silent 2nd = 0.00 Please retarget this
2/23/2011	CIT	BKR20				T:22124	CIT to teller 10724 once fees/costs are
2/23/2011	CIT	BKR20				T:22124	obtained.
2/24/2011	DMD					T:22222	00/00/00 00:00:00
2/24/2011	DMD					T:22222	00/00/00 00:00:00
2/24/2011	DMD					T:22222	02/24/11 13:41:35 INVALID NUMBER
2/24/2011	FSV		0	00	1	T:00000	INSP TP F RESULTS RCVD; ORD DT=02/14/11
2/24/2011	NT	FSV				T:14213	Retargeting CIT 809
2/24/2011	NT	FSV				T:14213	Open Invoices = \$35.00
2/24/2011	NT	FSV				T:14213	Pending Invoices = \$0.00
2/24/2011	NT	FSV				T:14213	Additional possible pres fees = \$250.00
2/24/2011	NT	FSV				T:14213	Total quote = \$285.00
2/24/2011	NT	FSV				T:14213	Good for the next 30 days
2/24/2011	NT	FSV				T:14213	.. 14213 M.S.Reddy.
2/24/2011	CIT	COL40				T:14213	044 Retargeting CIT 809
2/24/2011	CIT	COL40				T:14213	Open Invoices = \$35.00
2/24/2011	CIT	COL40				T:14213	Pending Invoices = \$0.00
2/24/2011	CIT	COL40				T:14213	Additional possible pres fees = \$250.00
2/24/2011	CIT	COL40				T:14213	Total quote = \$285.00
2/24/2011	CIT	COL40				T:14213	Good for the next 30 days
2/24/2011	CIT	COL40				T:14213	.. 14213 M.S.Reddy.
2/25/2011	DMD					T:22222	00/00/00 00:00:00
2/25/2011	DMD					T:22222	00/00/00 00:00:00
2/25/2011	DMD					T:22222	02/25/11 13:52:57 VACANT
2/25/2011	CIT	CSH30				T:19330	044 DONE 02/25/11 BY TLR 19330
2/25/2011	CIT	CSH30				T:19330	TSK TYP 809-REQUEST FOR PRO
2/28/2011	DMD					T:22222	00/00/00 00:00:00
2/28/2011	DMD					T:22222	00/00/00 00:00:00
2/28/2011	DMD					T:22222	02/28/11 13:40:41 VACANT
3/1/2011	DMD					T:22222	00/00/00 00:00:00
3/1/2011	DMD					T:22222	00/00/00 00:00:00
3/1/2011	NT	LMT				T:25101	workout package sent to borrower in note
3/2/2011	DM					T:00000	EARLY IND: SCORE 229 MODEL E190S
3/2/2011	DMD					T:22222	00/00/00 00:00:00
3/2/2011	DMD					T:22222	00/00/00 00:00:00
3/2/2011	DMD					T:22222	03/02/11 13:46:52 DISCONNECTED
3/3/2011	DM					T:00000	EARLY IND: SCORE 229 MODEL E190S
3/3/2011	DMD					T:22222	00/00/00 00:00:00
3/3/2011	DMD					T:22222	00/00/00 00:00:00
3/3/2011	DMD					T:22222	03/03/11 13:44:08 DISCONNECTED
3/4/2011	DMD					T:22222	00/00/00 00:00:00
3/4/2011	DMD					T:22222	00/00/00 00:00:00
3/4/2011	DMD					T:22222	03/04/11 13:42:34 NO ANSWER
3/4/2011	FOR						03/04/11 - 16:19 - 84378
3/4/2011	FOR						User has updated the system for the
3/4/2011	FOR						following event: Bid Calculation
3/4/2011	FOR						Completed, completed on 3/4/2011
3/4/2011	FOR						03/04/11 - 16:19 - 84378
3/4/2011	FOR						User has updated the system for the
3/4/2011	FOR						following event: Bid Approved,
3/4/2011	FOR						completed on 3/4/2011
3/4/2011	FOR						03/04/11 - 16:19 - 84378
3/4/2011	FOR						User has updated the system for the
3/4/2011	FOR						following event: Bidding
3/4/2011	FOR						Instructions To Attorney, completed
3/4/2011	FOR						on 3/4/2011
3/4/2011	FOR						03/04/11 - 16:19 - 84378
3/4/2011	FOR						User has updated the system for the
3/4/2011	FOR						following event: Bidding
3/4/2011	FOR						Instructions Received By Attorney,
3/4/2011	FOR						completed on 3/4/2011
3/4/2011	FOR						BIDDING INSTRUCTIONS (609) COMPLETED 03/04/11
3/4/2011	FOR						BIDDING INSTRUCTIONS (609) UNCOMPLETED
3/4/2011	NT	OWNER				T:20821	Loan is owned by Jason Kvasnicka, please
3/4/2011	NT	OWNER				T:20821	transfer to EXT. 874-2059. (Outbound Segmentation:
3/4/2011	NT	OWNER				T:20821	No RPC30)
3/7/2011	DMD					T:22222	00/00/00 00:00:00
3/7/2011	DMD					T:22222	00/00/00 00:00:00
3/7/2011	DMD					T:22222	03/07/11 13:48:05 DISCONNECTED
3/8/2011	DMD					T:22222	00/00/00 00:00:00
3/8/2011	DMD					T:22222	03/08/11 13:42:28 DISCONNECTED



3/8/2011	DMD					T:22222	03/08/11 13:41:13 VACANT
3/8/2011	DMD					T:26942	NO ANSWER.
3/8/2011	DMD					T:26942	ACTION/RESULT CD CHANGED FROM BRLM TO BRLM
3/9/2011	DMD					T:22222	03/09/11 13:46:16 FAST BUSY
3/9/2011	DMD					T:22222	03/09/11 13:46:04 VACANT
3/10/2011	DMD					T:22222	00/00/00 00:00:00
3/10/2011	DMD					T:22222	03/10/11 13:44:18 NO ANSWER
3/10/2011	DMD					T:22222	03/10/11 13:41:57 VACANT
3/11/2011	DMD					T:22222	00/00/00 00:00:00
3/11/2011	DMD					T:22222	03/11/11 13:46:00 DISCONNECTED
3/11/2011	DMD					T:22222	03/11/11 13:45:47 VACANT
3/11/2011	CBR		0	00	1	T:00000	FORECLOSURE STARTED
3/11/2011	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
3/14/2011	DMD					T:22222	00/00/00 00:00:00
3/14/2011	DMD					T:22222	03/14/11 13:46:47 DISCONNECTED
3/14/2011	DMD					T:22222	03/14/11 13:46:00 VACANT
3/15/2011	DMD					T:22222	00/00/00 00:00:00
3/15/2011	DMD					T:22222	03/15/11 13:48:11 DISCONNECTED
3/15/2011	DMD					T:22222	03/15/11 13:47:04 VACANT
3/16/2011	DMD					T:22222	00/00/00 00:00:00
3/16/2011	DMD					T:22222	03/16/11 13:44:00 DISCONNECTED
3/16/2011	DMD					T:22222	03/16/11 13:43:47 VACANT
3/16/2011	FSV		0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =SCRIPT
3/16/2011	FOR						TASK:0605-FCL-CHANGD FUPDT 04/29/11
3/16/2011	FOR						03/16/11 - 00:00 - 38579
3/16/2011	FOR						User has cleared the following
3/16/2011	FOR						values from the Data Form:- -
3/16/2011	FOR						Sale Postponement Reason: Client
3/16/2011	FOR						Request- 
3/16/2011	FOR						03/16/11 - 09:34 - 38579
3/16/2011	FOR						User has updated the system for the
3/16/2011	FOR						following event: Sale Scheduled
3/16/2011	FOR						For, completed on 4/29/2011
3/16/2011	FOR						03/16/11 - 09:33 - 38579
3/16/2011	FOR						t
3/16/2011	FOR						03/16/11 - 09:33 - 38579
3/16/2011	FOR						User has completed the Sale
3/16/2011	FOR						Scheduled For data form with the
3/16/2011	FOR						following entries: Sale
3/16/2011	FOR						Postponement Reason: : Client Reques
3/16/2011	FOR						03/16/11 - 09:34 - 38579
3/16/2011	FOR						Process opened 3/16/2011 by user
3/16/2011	FOR						Michael Mora.
3/16/2011	FOR						03/16/11 - 09:34 - 38579
3/16/2011	FOR						High Cassie Inouye
3/16/2011	FOR						Default Manager Executive
3/16/2011	FOR						Trustee Services, LLC GMAC ResCap
3/16/2011	FOR						03/16/11 - 09:34 - 38579
3/16/2011	FOR						ka - CA Cc: Inouye, Cassandra - CA
3/16/2011	FOR						Subject: POSTPONE SALE UNTIL
3/16/2011	FOR						4-29-11 - I NEED CONFIRMATION -
3/16/2011	FOR						██████████ S315 - WASHINGTON Importance:
3/16/2011	FOR						03/16/11 - 09:34 - 38579
3/16/2011	FOR						: sale pp to 04/29/11 From:
3/16/2011	FOR						Inouye, Cassandra - CA Sent:
3/16/2011	FOR						Tuesday, March 15, 2011 5:34 PM
3/16/2011	FOR						To: Mora, Michael - CA; Puentes, Eri
3/16/2011	FOR						03/16/11 - 09:34 - 38579
3/16/2011	FOR						User has updated the system for the
3/16/2011	FOR						following event: Sale Scheduled
3/16/2011	FOR						For. User changed date completed
3/16/2011	FOR						from 3/25/2011 to incomplete. Reason
3/16/2011	FOR						03/16/11 - 09:34 - 38579
3/16/2011	FOR						Michael Mora - (Cont) -
3/16/2011	BKR						BANKRUPTCY C1 CHANGED FROM 0131925 TO 0012468
3/16/2011	BKR						BANKRUPTCY C2 CHANGED FROM 0012468 TO 0012503
3/16/2011	BKR						BANKRUPTCY C3 CHANGED FROM 0012503 TO 0131925
3/16/2011	FOR						FORECLOSURE C1 CHANGED FROM 0131925 TO 0012468
3/16/2011	FOR						FORECLOSURE C2 CHANGED FROM 0012468 TO 0012503
3/16/2011	FOR						FORECLOSURE C3 CHANGED FROM 0012503 TO 0131925
3/16/2011	FOR						FORECLOSURE C1 CHANGED FROM 0012468 TO 0131925
3/16/2011	FOR						FORECLOSURE C2 CHANGED FROM 0012503 TO 0012468
3/16/2011	FOR						FORECLOSURE C3 CHANGED FROM 0131925 TO 0012503
3/17/2011	DMD					T:22222	00/00/00 00:00:00
3/17/2011	DMD					T:22222	03/17/11 13:46:13 DISCONNECTED
3/17/2011	DMD					T:22222	03/17/11 13:45:20 VACANT
3/17/2011	NT	FSV				T:20111	Loan on HFN 2501 Report. Ran script to order
3/17/2011	NT	FSV				T:20111	Inspection if needed.
3/21/2011	DM					T:26942	NO ANSWER.
3/21/2011	DM					T:26942	ACTION/RESULT CD CHANGED FROM BRLM TO BRLM
3/21/2011	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
3/22/2011	DMD					T:22222	00/00/00 00:00:00
3/22/2011	DMD					T:22222	03/22/11 13:45:12 DISCONNECTED
3/22/2011	DMD					T:22222	03/22/11 13:44:53 VACANT
3/23/2011	DMD					T:22222	00/00/00 00:00:00
3/23/2011	DMD					T:22222	03/23/11 13:48:13 DISCONNECTED
3/23/2011	DMD					T:22222	03/23/11 13:47:54 VACANT
3/24/2011	DMD					T:22222	00/00/00 00:00:00
3/24/2011	DMD					T:22222	03/24/11 13:42:56 DISCONNECTED
3/24/2011	DMD					T:22222	03/24/11 13:42:42 VACANT
3/25/2011	DMD					T:22222	00/00/00 00:00:00
3/25/2011	DMD					T:22222	03/25/11 13:51:20 DISCONNECTED
3/25/2011	DMD					T:22222	03/25/11 13:48:29 VACANT
3/25/2011	FSV		0	00	1	T:00000	INSP TP F RESULTS RCVD; ORD DT=03/16/11
3/25/2011	FOR						03/25/11 - 13:35 - 38579
3/25/2011	FOR						ed/Pmt Dispute
3/25/2011	FOR						03/25/11 - 13:35 - 38579
3/25/2011	FOR						User has completed the Sale
3/25/2011	FOR						Scheduled For data form with the
3/25/2011	FOR						following entries: Sale
3/25/2011	FOR						Postponement Reason: : Title/Litigat
3/25/2011	FOR						03/25/11 - 00:00 - 38579
3/25/2011	FOR						User has cleared the following
3/25/2011	FOR						values from the Data Form:- -

3/25/2011	FOR						Sale Postponement Reason:
3/25/2011	FOR						Title: Litigated Out Property BR
3/25/2011	FOR						03/25/11 - 13:35 - 38579
3/25/2011	FOR						to Declaration Pg 68 of 100
3/25/2011	FOR						TODAY Importance: High This
3/25/2011	FOR						sale needs to be canceled Thx,
3/25/2011	FOR						Cassie
3/25/2011	FOR						03/25/11 - 13:35 - 38579
3/25/2011	FOR						: sale cancelled*** From:
3/25/2011	FOR						Inouye, Cassandra - CA Sent:
3/25/2011	FOR						Friday, March 25, 2011 10:17 AM
3/25/2011	FOR						To: Mora, Michael - CA Cc: Puentes,
3/25/2011	FOR						03/25/11 - 13:35 - 38579
3/25/2011	FOR						User has updated the system for the
3/25/2011	FOR						following event: Sale Scheduled
3/25/2011	FOR						For. User changed date completed
3/25/2011	FOR						from 4/29/2011 to incomplete. Reason
3/25/2011	FOR						03/25/11 - 13:36 - 38579
3/25/2011	FOR						- SALE TODAY Importance: High
3/25/2011	FOR						This sale needs to be canceled
3/25/2011	FOR						Thx, Cassie . Status: Active,
3/25/2011	FOR						approval not required.
3/25/2011	FOR						03/25/11 - 13:36 - 38579
3/25/2011	FOR						. Comments: From: Inouye, Cassandra
3/25/2011	FOR						- CA Sent: Friday, March 25, 2011
3/25/2011	FOR						10:17 AM To: Mora, Michael - CA
3/25/2011	FOR						Cc: Puentes, Erika - CA Subject: WA
3/25/2011	FOR						03/25/11 - 13:36 - 38579
3/25/2011	FOR						System updated for the following
3/25/2011	FOR						event: User has reprojected the
3/25/2011	FOR						step Sale Scheduled For to
3/25/2011	FOR						4/5/2011. Reason: Sale to Sale Delay
3/28/2011	DMD					T:22222	00/00/00 00:00:00
3/28/2011	DMD					T:22222	03/28/11 13:47:30 DISCONNECTED
3/28/2011	DMD					T:22222	03/28/11 13:46:50 NO ANSWER
3/29/2011	DMD					T:22222	00/00/00 00:00:00
3/29/2011	DMD					T:22222	03/29/11 13:42:02 FAST BUSY
3/29/2011	DMD					T:22222	03/29/11 13:41:51 VACANT
3/30/2011	DMD					T:22222	00/00/00 00:00:00
3/30/2011	DMD					T:22222	03/30/11 13:45:00 DISCONNECTED
3/30/2011	DMD					T:22222	03/30/11 13:44:16 VACANT
3/30/2011	DM					T:26942	NO ANSWER.
3/30/2011	DM					T:26942	ACTION/RESULT CD CHANGED FROM BRLM TO BRLM
4/1/2011	DMD					T:22222	00/00/00 00:00:00
4/1/2011	DMD					T:22222	00/00/00 00:00:00
4/1/2011	DMD					T:22222	04/01/11 13:41:33 DISCONNECTED
4/1/2011	NT	FSV				T:14211	***Working on 2 task, Prop is in FCL,
4/1/2011	NT	FSV				T:14211	Prop already secured, monitoring for sale date,
4/1/2011	NT	FSV				T:14211	Srinivas*14211
4/1/2011	NT	FSV				T:14211	***Working on 2 task, Prop is in FCL,
4/1/2011	NT	FSV				T:14211	Prop already secured, monitoring for sale date,
4/1/2011	NT	FSV				T:14211	Srinivas*14211
4/1/2011	PPT						MTR
4/1/2011	PPT						TASK:0002-FSV-CHANGD FUPDT 05/13/11
4/4/2011	DM					T:00000	EARLY IND: SCORE 229 MODEL E190S
4/4/2011	DMD					T:22222	00/00/00 00:00:00
4/4/2011	DMD					T:22222	00/00/00 00:00:00
4/4/2011	DMD					T:22222	04/01/11 13:41:33 DISCONNECTED
4/4/2011	DMD					T:22222	00/00/00 00:00:00
4/4/2011	DMD					T:22222	00/00/00 00:00:00
4/4/2011	DMD					T:22222	04/04/11 13:40:37 DISCONNECTED
4/5/2011	DMD					T:22222	00/00/00 00:00:00
4/5/2011	DMD					T:22222	04/05/11 13:42:32 DISCONNECTED
4/5/2011	DMD					T:22222	04/05/11 13:42:18 VACANT
4/6/2011	DMD					T:22222	00/00/00 00:00:00
4/6/2011	DMD					T:22222	04/06/11 13:41:08 INVALID NUMBER
4/6/2011	DMD					T:22222	04/06/11 13:40:37 VACANT
4/7/2011	DMD					T:22222	00/00/00 00:00:00
4/7/2011	DMD					T:22222	04/07/11 13:50:11 DISCONNECTED
4/7/2011	DMD					T:22222	04/07/11 13:49:54 VACANT
4/8/2011	DMD					T:22222	00/00/00 00:00:00
4/8/2011	DMD					T:22222	04/08/11 13:50:04 DISCONNECTED
4/8/2011	DMD					T:22222	04/08/11 13:49:51 VACANT
4/11/2011	DMD					T:22222	00/00/00 00:00:00
4/11/2011	DMD					T:22222	04/11/11 13:51:00 DISCONNECTED
4/11/2011	DMD					T:22222	04/11/11 13:50:33 VACANT
4/11/2011	FOR						04/11/11 - 09:54 - 69083
4/11/2011	FOR						ending docs from Bene . Status:
4/11/2011	FOR						Active, approval not required.
4/11/2011	FOR						04/11/11 - 09:54 - 69083
4/11/2011	FOR						System updated for the following
4/11/2011	FOR						event: User has reprojected the
4/11/2011	FOR						step Sale Scheduled For to
4/11/2011	FOR						5/2/2011. Reason: Other. Comments: P
4/12/2011	DMD					T:22222	00/00/00 00:00:00
4/12/2011	DMD					T:22222	00/00/00 00:00:00
4/12/2011	DMD					T:22222	04/12/11 13:36:00 DISCONNECTED
4/13/2011	DMD					T:22222	00/00/00 00:00:00
4/13/2011	DMD					T:22222	00/00/00 00:00:00
4/13/2011	DMD					T:22222	04/13/11 13:42:19 DISCONNECTED
4/14/2011	DMD					T:22222	00/00/00 00:00:00
4/14/2011	DMD					T:22222	00/00/00 00:00:00
4/14/2011	DMD					T:22222	04/14/11 13:37:41 DISCONNECTED
4/15/2011	DMD					T:22222	00/00/00 00:00:00
4/15/2011	DMD					T:22222	00/00/00 00:00:00
4/15/2011	DMD					T:22222	04/15/11 13:42:17 DISCONNECTED
4/15/2011	CBR	0	00	1		T:00000	FORECLOSURE STARTED
4/15/2011	CBR	0	00	1		T:00000	DELINQUENT: 180+ DAYS
4/15/2011	FSV	0	00	1		T:00000	INSP TYPE F ORDERED: REQ CD =AUTO DELQ
4/18/2011	DMD					T:22222	00/00/00 00:00:00
4/18/2011	DMD					T:22222	00/00/00 00:00:00
4/18/2011	DMD					T:22222	04/18/11 13:39:54 DISCONNECTED
4/19/2011	DMD					T:22222	00/00/00 00:00:00
4/19/2011	DMD					T:22222	04/19/11 13:46:30 DISCONNECTED
4/19/2011	DMD					T:22222	04/19/11 13:46:15 VACANT

4/19/2011	PPT					mtr
4/19/2011	PPT					TASK:3001-FSV-CHANGD FUPDT 05/02/11
4/19/2011	PPT					8:50 AM T:31685-257 (600) COMPLETED 04/19/11
4/19/2011	PPT					to Declaration Pg 69 of 100
4/19/2011	PPT					TASK:0002-FSV-CHANGD FUPDT 04/20/11
4/19/2011	NT	GCS				T:31685 Working on grass list, Acc in FCL, New YMC
4/19/2011	NT	GCS				T:31685 Released, will monitor for response, Kalyan 31685
4/19/2011	NT	FSV				T:31685 Working on grass list, Acc in FCL, New YMC
4/19/2011	NT	FSV				T:31685 Released, will monitor for response, Kalyan 31685
4/19/2011	D28		0	DT	8	BILLING STATEMENT FROM REPORT R628
4/20/2011	DMD					T:22222 00/00/00 00:00:00
4/20/2011	DMD					T:22222 04/20/11 13:44:48 DISCONNECTED
4/20/2011	DMD					T:22222 04/20/11 13:44:30 VACANT
4/21/2011	DMD					T:22222 00/00/00 00:00:00
4/21/2011	DMD					T:22222 04/21/11 13:51:40 DISCONNECTED
4/21/2011	DMD					T:22222 04/21/11 13:50:31 INVALID NUMBER
4/21/2011	FSV		0	00	1	T:00000 INSP TP F RESULTS RCVD; ORD DT=04/15/11
4/21/2011	NT	OWNER				T:20821 Loan is owned by Jason Kvasnicka, please
4/21/2011	NT	OWNER				T:20821 transfer to EXT. 874-2059. (Outbound Segmentation:
4/21/2011	NT	OWNER				T:20821 No RPC 30)
4/22/2011	DMD					T:22222 00/00/00 00:00:00
4/22/2011	DMD					T:22222 00/00/00 00:00:00
4/22/2011	DMD					T:22222 04/22/11 13:42:01 DISCONNECTED
4/22/2011	FOR					04/22/11 - 13:02 - 18635
4/22/2011	FOR					. . Status: Active, approval not
4/22/2011	FOR					required.
4/22/2011	FOR					04/22/11 - 13:02 - 18635
4/22/2011	FOR					System updated for the following
4/22/2011	FOR					event: User has reprojected the
4/22/2011	FOR					step Bid Calculation Completed to
4/22/2011	FOR					4/25/2011. Reason: Other. Comments:
4/25/2011	DMD					T:22222 00/00/00 00:00:00
4/25/2011	DMD					T:22222 00/00/00 00:00:00
4/25/2011	DMD					T:22222 04/25/11 13:44:04 DISCONNECTED
4/26/2011	DMD					T:22222 00/00/00 00:00:00
4/26/2011	DMD					T:22222 00/00/00 00:00:00
4/26/2011	DMD					T:22222 04/26/11 13:40:50 INVALID NUMBER
4/27/2011	DMD					T:22222 00/00/00 00:00:00
4/27/2011	DMD					T:22222 00/00/00 00:00:00
4/27/2011	DMD					T:22222 04/27/11 13:46:43 INVALID NUMBER
4/28/2011	DMD					T:22222 00/00/00 00:00:00
4/28/2011	DMD					T:22222 00/00/00 00:00:00
4/28/2011	DMD					T:22222 04/28/11 13:42:21 DISCONNECTED
4/28/2011	FOR					04/28/11 - 14:56 - 17424
4/28/2011	FOR					waiting on ETS reply . . Status:
4/28/2011	FOR					Active, awaiting approval.
4/28/2011	FOR					04/28/11 - 14:56 - 17424
4/28/2011	FOR					System updated for the following
4/28/2011	FOR					event: User has reprojected the
4/28/2011	FOR					step Aged Process Necessary to
4/28/2011	FOR					5/5/2011. Reason: Other. Comments: w
4/28/2011	FOR					04/28/11 - 14:56 - 17424
4/28/2011	FOR					open for this account, please
4/28/2011	FOR					advise ASAP
4/28/2011	FOR					04/28/11 - 14:56 - 17424
4/28/2011	FOR					Intercom From: Jeffrey Stanley -
4/28/2011	FOR					To: Lam,Phyllis; / Message: what
4/28/2011	FOR					docs are you waiting for? there are
4/28/2011	FOR					no open signature required processes
4/28/2011	FOR					04/28/11 - 15:21 - 20011
4/28/2011	FOR					Active, Approved.
4/28/2011	FOR					04/28/11 - 15:21 - 20011
4/28/2011	FOR					System updated for the following
4/28/2011	FOR					event: User has approved the
4/28/2011	FOR					Reprojection Type Other for the
4/28/2011	FOR					step Aged Process Necessary, Status:
4/29/2011	DMD					T:22222 00/00/00 00:00:00
4/29/2011	DMD					T:22222 00/00/00 00:00:00
4/29/2011	DMD					T:22222 04/29/11 13:56:37 NO ANSWER
4/29/2011	NT	DODV				T:25101 Checked DOD website 4-26-11 and per website
4/29/2011	NT	DODV				T:25101 borrower(s) are not active duty
4/30/2011	FOR					04/29/11 - 12:50 - 73223
4/30/2011	FOR					bject: re: Pending docs from Bene /
4/30/2011	FOR					04/29/11 - 12:50 - 73223
4/30/2011	FOR					Intercom Message: / Read: 4/29/2011
4/30/2011	FOR					12:49:38 PM / From: Stanley,
4/30/2011	FOR					Jeffrey / To: Lam, Phyllis; / CC:
4/30/2011	FOR					/ Intercom Type: General Update / Su
5/2/2011	DMD					T:22222 00/00/00 00:00:00
5/2/2011	DMD					T:22222 00/00/00 00:00:00
5/2/2011	DMD					T:22222 05/02/11 13:49:21 DISCONNECTED
5/3/2011	DMD					T:22222 00/00/00 00:00:00
5/3/2011	DMD					T:22222 05/03/11 13:42:38 DISCONNECTED
5/3/2011	DMD					T:22222 05/03/11 13:42:24 VACANT
5/4/2011	DMD					T:22222 00/00/00 00:00:00
5/4/2011	DMD					T:22222 00/00/00 00:00:00
5/4/2011	DMD					T:22222 05/04/11 13:38:50 INVALID NUMBER
5/5/2011	DMD					T:22222 00/00/00 00:00:00
5/5/2011	DMD					T:22222 00/00/00 00:00:00
5/5/2011	DMD					T:22222 05/05/11 13:45:57 DISCONNECTED
5/5/2011	PPT					MTR
5/5/2011	PPT					TASK:3001-FSV-CHANGD FUPDT 05/11/11
5/5/2011	NT	GCS				T:26709 Fell in 3001 queue. Acct in FCL, ...YMC is In
5/5/2011	NT	GCS				T:26709 Process..... ****monitor for YMC Results****
5/5/2011	NT	GCS				T:26709 Srinu 26709.
5/5/2011	NT	FSV				T:26709 Fell in 3001 queue. Acct in FCL, ...YMC is In
5/5/2011	NT	FSV				T:26709 Process..... ****monitor for YMC Results****
5/5/2011	NT	FSV				T:26709 Srinu 26709.
5/6/2011	DMD					T:22222 00/00/00 00:00:00
5/6/2011	DMD					T:22222 00/00/00 00:00:00
5/6/2011	DMD					T:22222 05/06/11 13:44:15 DISCONNECTED
5/9/2011	DMD					T:22222 00/00/00 00:00:00
5/9/2011	DMD					T:22222 00/00/00 00:00:00
5/9/2011	DMD					T:22222 05/09/11 13:42:51 DISCONNECTED
5/10/2011	DMD					T:22222 00/00/00 00:00:00

5/10/2011	DMD					T:22222	00/00/00 00:00:00
5/10/2011	DMD					T:22222	00/00/00 00:00:00
5/10/2011	DMD					T:22222	00/00/00 00:00:00
5/11/2011	DMD					T:22222	00/00/00 00:00:00
5/11/2011	DMD					T:22222	00/00/00 00:00:00
5/11/2011	DMD					T:22222	00/00/00 00:00:00
5/11/2011	DMD					T:22222	00/00/00 00:00:00
5/12/2011	DMD					T:22222	00/00/00 00:00:00
5/12/2011	DMD					T:22222	00/00/00 00:00:00
5/12/2011	DMD					T:22222	00/00/00 00:00:00
5/12/2011	DMD					T:22222	00/00/00 00:00:00
5/12/2011	D19		0	04	8	T:22222	00/00/00 00:00:00
5/12/2011	NT	GCS				T:18621	Fell in 3001 queue, Acc in FCL, YMC is inprocess,
5/12/2011	NT	GCS				T:18621	Monitor for response,JANGA-18621
5/12/2011	NT	FSV				T:18621	Fell in 3001 queue, Acc in FCL, YMC is inprocess,
5/12/2011	NT	FSV				T:18621	Monitor for response,JANGA-18621
5/12/2011	PPT						MTR
5/12/2011	PPT						TASK:3001-FSV-CHANGD FUPDT 05/26/11
5/13/2011	DMD					T:22222	00/00/00 00:00:00
5/13/2011	DMD					T:22222	00/00/00 00:00:00
5/13/2011	DMD					T:22222	00/00/00 00:00:00
5/13/2011	CBR		0	00	1	T:00000	FORECLOSURE STARTED
5/13/2011	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
5/13/2011	FOR						FORECLOSURE LA CHANGED FROM 0070268 TO 0070653
5/13/2011	FOR						FORECLOSURE LA CHANGED FROM 0070653 TO 0070268
5/16/2011	DMD					T:22222	00/00/00 00:00:00
5/16/2011	DMD					T:22222	00/00/00 00:00:00
5/16/2011	DMD					T:22222	05/16/11 13:37:39 INVALID NUMBER
5/16/2011	FSV		0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =AUTO DELO
5/17/2011	DMD					T:22222	00/00/00 00:00:00
5/17/2011	DMD					T:22222	00/00/00 00:00:00
5/17/2011	DMD					T:22222	05/17/11 13:36:31 DISCONNECTED
5/17/2011	BKR						BANKRUPTCY C1 CHANGED FROM 0131925 TO 0012468
5/17/2011	BKR						BANKRUPTCY C2 CHANGED FROM 0012468 TO 0012503
5/17/2011	BKR						BANKRUPTCY C3 CHANGED FROM 0012503 TO 0131925
5/17/2011	FOR						FORECLOSURE C1 CHANGED FROM 0131925 TO 0012468
5/17/2011	FOR						FORECLOSURE C2 CHANGED FROM 0012468 TO 0012503
5/17/2011	FOR						FORECLOSURE C3 CHANGED FROM 0012503 TO 0131925
5/17/2011	BKR						BANKRUPTCY C1 CHANGED FROM 0012468 TO 0131925
5/17/2011	BKR						BANKRUPTCY C2 CHANGED FROM 0012503 TO 0012468
5/17/2011	BKR						BANKRUPTCY C3 CHANGED FROM 0131925 TO 0012503
5/17/2011	FOR						FORECLOSURE C1 CHANGED FROM 0012468 TO 0131925
5/17/2011	FOR						FORECLOSURE C2 CHANGED FROM 0012503 TO 0012468
5/17/2011	FOR						FORECLOSURE C3 CHANGED FROM 0131925 TO 0012503
5/17/2011	NT	FSV				T:14035	RCVD O/A ID# 217836 Rep @ Prp 05/13/11
5/17/2011	NT	FSV				T:14035	1 Grasscut 120'x100 1 @ \$ 309.49 = \$ 309.49
5/17/2011	NT	FSV				T:14035	Estimate Total: \$309.49
5/17/2011	NT	FSV				T:14035	ANAND
5/18/2011	DMD					T:22222	00/00/00 00:00:00
5/18/2011	DMD					T:22222	00/00/00 00:00:00
5/18/2011	DMD					T:22222	05/18/11 13:37:13 DISCONNECTED
5/18/2011	NT	MERSP				T:25101	MERS QC
5/18/2011	NT	FSV				T:26711	RCVD O/A ID# 043063 Rep @ Prp 04/29/11
5/18/2011	NT	FSV				T:26711	1 Grasscut 120'x100 1 @ \$ 309.49 = \$ 309.49
5/18/2011	NT	FSV				T:26711	Estimate Total: \$309.49
5/18/2011	NT	FSV				T:26711	mail
5/19/2011	DMD					T:22222	00/00/00 00:00:00
5/19/2011	DMD					T:22222	00/00/00 00:00:00
5/19/2011	DMD					T:22222	05/19/11 13:39:42 DISCONNECTED
5/19/2011	BKR						BANKRUPTCY C1 CHANGED FROM 0012468 TO 0131925
5/19/2011	BKR						BANKRUPTCY C2 CHANGED FROM 0012503 TO 0012468
5/19/2011	BKR						BANKRUPTCY C3 CHANGED FROM 0131925 TO 0012503
5/19/2011	FOR						FORECLOSURE C1 CHANGED FROM 0012468 TO 0131925
5/19/2011	FOR						FORECLOSURE C2 CHANGED FROM 0012503 TO 0012468
5/19/2011	FOR						FORECLOSURE C3 CHANGED FROM 0131925 TO 0012503
5/19/2011	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
5/20/2011	DMD					T:22222	00/00/00 00:00:00
5/20/2011	DMD					T:22222	00/00/00 00:00:00
5/20/2011	DMD					T:22222	05/20/11 13:38:06 DISCONNECTED
5/23/2011	DMD					T:22222	00/00/00 00:00:00
5/23/2011	DMD					T:22222	00/00/00 00:00:00
5/23/2011	DMD					T:22222	05/23/11 13:39:25 DISCONNECTED
5/23/2011	FSV		0	00	1	T:00000	INSP TP F RESULTS RCVD; ORD DT=05/16/11
5/23/2011	FOR						05/22/11 - 20:06 - 00007
5/23/2011	FOR						User has updated the system for the
5/23/2011	FOR						following event: Attorney Notified
5/23/2011	FOR						to Close and Bill, completed on
5/23/2011	FOR						5/22/2011Automation
5/23/2011	FOR						05/22/11 - 18:57 - 00007
5/23/2011	FOR						Process opened 5/22/2011 by user
5/23/2011	FOR						Fidelity AutoProc.
5/23/2011	FOR						FILE CLOSED (1000) COMPLETED 05/23/11
5/24/2011	DMD					T:22222	00/00/00 00:00:00
5/24/2011	DMD					T:22222	00/00/00 00:00:00
5/24/2011	DMD					T:22222	05/24/11 13:47:46 INVALID NUMBER
5/24/2011	D19		0	05	8		BREACH LINDA C NICHOLL
5/25/2011	DMD					T:22222	00/00/00 00:00:00
5/25/2011	DMD					T:22222	00/00/00 00:00:00
5/25/2011	DMD					T:22222	05/25/11 13:41:06 DISCONNECTED
5/25/2011	NT	FSV				T:18258	Denied all of bid for 043063
5/25/2011	NT	FSV				T:18258	KC tx4046
5/25/2011	PPT						O/A ID# 043063 (9017) COMPLETED 05/25/11
5/25/2011	NT	FSV				T:18258	Approved:
5/25/2011	NT	FSV				T:18258	GRASS CUT: INITIAL CUT 12,000 s.f. lot with grass
5/25/2011	NT	FSV				T:18258	height of 25-35 Initial Cut @ 309.49 TOTAL= 309.49
5/25/2011	NT	FSV				T:18258	KC tx4046
5/25/2011	PPT						O/A ID# 217836 (9016) COMPLETED 05/25/11
5/26/2011	DMD					T:22222	00/00/00 00:00:00
5/26/2011	DMD					T:22222	00/00/00 00:00:00
5/26/2011	DMD					T:22222	05/26/11 13:45:02 DISCONNECTED
5/27/2011	DMD					T:22222	00/00/00 00:00:00
5/27/2011	DMD					T:22222	00/00/00 00:00:00
5/27/2011	DMD					T:22222	05/27/11 13:41:51 DISCONNECTED
5/28/2011	PPT						MTR
5/28/2011	PPT						TASK:3001-FSV-CHANGD FUPDT 06/03/11
5/28/2011	NT	GCS				T:26709	Fell in 3001 queue. Acct in COL, . Property Rep @
5/28/2011	NT	GCS				T:26709	05/26/2011 O/A attached, ***Monitor for

5/28/2011	NT	GCS				T:26709	Results*** Snnu 26709.
5/28/2011	NT	FSV				T:26709	Fell in 3001 Queue Last GC in COLL, Property Rep @
5/28/2011	NT	FSV				T:26709	06/28/2011 00:00:00 disconnected - monitor for
5/28/2011	NT	FSV				T:26709	to Declaration Pg 71 of 100
5/30/2011	NT	FSV				T:26710	RCVD O/A ID# 561841 Rep @ Prp 05/26/11
5/30/2011	NT	FSV				T:26710	1 Grasscut 120x100 1 @ \$ 412.58 = \$ 412.58
5/30/2011	NT	FSV				T:26710	Estimate Total: \$412.58
5/30/2011	NT	FSV				T:26710	Prem
5/31/2011	DMD					T:22222	00/00/00 00:00:00
5/31/2011	DMD					T:22222	00/00/00 00:00:00
5/31/2011	DMD					T:22222	05/31/11 13:39:56 DISCONNECTED
6/1/2011	DMD					T:22222	00/00/00 00:00:00
6/1/2011	DMD					T:22222	00/00/00 00:00:00
6/1/2011	DMD					T:22222	06/01/11 13:38:02 INVALID NUMBER
6/1/2011	BKR						BANKRUPTCY C1 CHANGED FROM 0131925 TO 0012468
6/1/2011	BKR						BANKRUPTCY C2 CHANGED FROM 0012468 TO 0012503
6/1/2011	BKR						BANKRUPTCY C3 CHANGED FROM 0012503 TO 0131925
6/1/2011	FOR						FORECLOSURE C1 CHANGED FROM 0131925 TO 0012468
6/1/2011	FOR						FORECLOSURE C2 CHANGED FROM 0012468 TO 0012503
6/1/2011	FOR						FORECLOSURE C3 CHANGED FROM 0012503 TO 0131925
6/1/2011	PPT						MTR
6/1/2011	PPT						TASK:3001-FSV-CHANGD FUPDT 06/15/11
6/1/2011	NT	FSV				T:02885	MCR # 583904 , R@P 05/31/11
6/1/2011	NT	FSV				T:02885	No Loss Draft Opened, ARUN-2885
6/1/2011	NT	FSV				T:02885	MCR JB # .583904_FROM, Estimate Approval
6/1/2011	NT	FSV				T:02885	ORD_05/25/11_CMPLTD_05/31/11_RECVD_06/01/11
6/1/2011	NT	FSV				T:02885	UTIL_UNK_GAS_UNK_ELEC_UNK_SUMPUMP_UNK
6/1/2011	NT	FSV				T:02885	DMGS_NO_AMT_NO
6/1/2011	NT	FSV				T:02885	L/DRAFT_NO_O/A TO FLLW_NO
6/1/2011	NT	FSV				T:02885	WORK CMPLTD_Initial Grass cut complete per
6/1/2011	NT	FSV				T:02885	approval.
6/1/2011	NT	FSV				T:02885	REP COMMENTS_ARUN-2885
6/1/2011	NT	FSV				T:26710	RCVD O/A ID# 583904 Rep @ Prp 05/31/11
6/1/2011	NT	FSV				T:26710	1 PAPERS, TRASH, BRA 1 @ \$ 50.00 = \$ 50.00
6/1/2011	NT	FSV				T:26710	Estimate Total: \$50.00
6/1/2011	NT	FSV				T:26710	Prem
6/2/2011	DM					T:00000	EARLY IND: SCORE 302 MODEL E190S
6/2/2011	DMD					T:22222	00/00/00 00:00:00
6/2/2011	DMD					T:22222	00/00/00 00:00:00
6/2/2011	DMD					T:22222	06/02/11 13:43:45 NO ANSWER
6/3/2011	DMD					T:22222	00/00/00 00:00:00
6/3/2011	DMD					T:22222	00/00/00 00:00:00
6/3/2011	DMD					T:22222	06/03/11 13:42:05 DISCONNECTED
6/6/2011	DMD					T:22222	00/00/00 00:00:00
6/6/2011	DMD					T:22222	00/00/00 00:00:00
6/6/2011	DMD					T:22222	06/06/11 13:36:49 DISCONNECTED
6/7/2011	DMD					T:22222	00/00/00 00:00:00
6/7/2011	DMD					T:22222	00/00/00 00:00:00
6/7/2011	DMD					T:22222	06/07/11 13:39:05 NO ANSWER
6/7/2011	FOR						06/07/11 - 09:15 - 00007
6/7/2011	FOR						User has updated the system for the
6/7/2011	FOR						following event: Attorney Confirmed
6/7/2011	FOR						File Closed, completed on
6/7/2011	FOR						6/7/2011Automation
6/7/2011	NT	FSV				T:18258	Denied all of bid for 583904
6/7/2011	NT	FSV				T:18258	KC tx4046
6/7/2011	PPT						OA # 583904 (9019) COMPLETED 06/07/11
6/7/2011	NT	FSV				T:18258	Denied all of bid for 561841
6/7/2011	NT	FSV				T:18258	KC tx4046
6/7/2011	PPT						O/A ID# 561841 (9018) COMPLETED 06/07/11
6/8/2011	DMD					T:22222	00/00/00 00:00:00
6/8/2011	DMD					T:22222	00/00/00 00:00:00
6/8/2011	DMD					T:22222	06/08/11 13:46:48 INVALID NUMBER
6/9/2011	DMD					T:22222	00/00/00 00:00:00
6/9/2011	DMD					T:22222	00/00/00 00:00:00
6/9/2011	DMD					T:22222	06/09/11 13:47:38 DISCONNECTED
6/10/2011	DMD					T:22222	00/00/00 00:00:00
6/10/2011	DMD					T:22222	00/00/00 00:00:00
6/10/2011	DMD					T:22222	06/10/11 13:55:26 DISCONNECTED
6/10/2011	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
6/13/2011	DMD					T:22222	00/00/00 00:00:00
6/13/2011	DMD					T:22222	00/00/00 00:00:00
6/13/2011	DMD					T:22222	06/13/11 13:37:12 DISCONNECTED
6/14/2011	DMD					T:22222	00/00/00 00:00:00
6/14/2011	DMD					T:22222	00/00/00 00:00:00
6/14/2011	DMD					T:22222	06/14/11 13:39:37 NO ANSWER
6/15/2011	DMD					T:22222	00/00/00 00:00:00
6/15/2011	DMD					T:22222	00/00/00 00:00:00
6/15/2011	DMD					T:22222	06/15/11 13:41:51 DISCONNECTED
6/15/2011	FSV		0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =AUTO DELQ
6/15/2011	BKR						BANKRUPTCY C1 CHANGED FROM 0131925 TO 0012468
6/15/2011	BKR						BANKRUPTCY C2 CHANGED FROM 0012468 TO 0012503
6/15/2011	BKR						BANKRUPTCY C3 CHANGED FROM 0012503 TO 0131925
6/15/2011	FOR						FORECLOSURE C1 CHANGED FROM 0131925 TO 0012468
6/15/2011	FOR						FORECLOSURE C2 CHANGED FROM 0012468 TO 0012503
6/15/2011	FOR						FORECLOSURE C3 CHANGED FROM 0012503 TO 0131925
6/15/2011	BKR						BANKRUPTCY C1 CHANGED FROM 0012468 TO 0131925
6/15/2011	BKR						BANKRUPTCY C2 CHANGED FROM 0012503 TO 0012468
6/15/2011	BKR						BANKRUPTCY C3 CHANGED FROM 0131925 TO 0012503
6/15/2011	FOR						FORECLOSURE C1 CHANGED FROM 0012468 TO 0131925
6/15/2011	FOR						FORECLOSURE C2 CHANGED FROM 0012503 TO 0012468
6/15/2011	FOR						FORECLOSURE C3 CHANGED FROM 0131925 TO 0012503
6/16/2011	DMD					T:22222	00/00/00 00:00:00
6/16/2011	DMD					T:22222	00/00/00 00:00:00
6/16/2011	DMD					T:22222	06/16/11 13:39:50 DISCONNECTED
6/17/2011	DMD					T:22222	00/00/00 00:00:00
6/17/2011	DMD					T:22222	00/00/00 00:00:00
6/17/2011	DMD					T:22222	06/17/11 13:38:13 DISCONNECTED
6/17/2011	PPT						mtr
6/17/2011	PPT						TASK:0002-FSV-CHANGD FUPDT 08/15/11
6/17/2011	PPT						mtr
6/17/2011	PPT						TASK:3001-FSV-CHANGD FUPDT 06/26/11
6/17/2011	NT	GCS				T:14853	Fell in Queue 3001 acct in COLL, Last GC done
6/17/2011	NT	GCS				T:14853	on 06/13/2011 lot size 120 x 100 monitor for
6/17/2011	NT	GCS				T:14853	next GC, Rao

6/17/2011	NT	FSV				T:14853	Fell in Queue 3001 acct in COLL, Last GC done
6/17/2011	NT	FSV				T:14853	on 06/18/2011 last pgs #20 of 100 monitor for
6/17/2011	NT	FSV				T:14853	MAX GC Rpt
6/20/2011	DMD					T:22222	00/00/00 00:00:00
6/20/2011	DMD					T:22222	00/00/00 00:00:00
6/20/2011	DMD					T:22222	06/20/11 13:43:38 INVALID NUMBER
6/20/2011	OL		0	35	4	T:22222	WDOYEarly Stage No Contact
6/21/2011	DMD					T:22222	00/00/00 00:00:00
6/21/2011	DMD					T:22222	00/00/00 00:00:00
6/21/2011	DMD					T:22222	06/21/11 13:41:07 DISCONNECTED
6/21/2011	D28		0	DT	8	T:22222	FORCED BILLING STATEMENT FROM REPORT R628
6/22/2011	DMD					T:22222	00/00/00 00:00:00
6/22/2011	DMD					T:22222	00/00/00 00:00:00
6/22/2011	DMD					T:22222	06/22/11 14:50:42 INVALID NUMBER
6/22/2011	FSV		0	00	1	T:00000	INSP TYPE R ORDERED; REQ CD =1150
6/22/2011	NT	SKIP				T:13122	Account sent to Pennco.
6/23/2011	D19		0	05	8	T:13122	DEF PRE-REFERRAL TO FORECLOSURE GMAC
6/23/2011	NT	SKIP				T:13122	Account sent to Pennco.
6/23/2011	CIT	COL05				T:15050	045 DONE 06/23/11 BY TLR 15050
6/23/2011	CIT	COL05				T:15050	TSK TYP 846-FORECLOSURE EXC
6/23/2011	CIT	COL05				T:15050	045 New CIT 846: Breach expired. No state letter
6/23/2011	CIT	COL05				T:15050	required. No active CIT's, LMT, or payment
6/23/2011	CIT	COL05				T:15050	arrangements. Referring to FCL.
6/24/2011	FSV		0	00	1	T:00000	INSP TP F RESULTS RCVD; ORD DT=06/15/11
6/24/2011	NT	SKIP				T:13122	Account sent to Pennco.
6/27/2011	LMT						LMT BPO/APPRaisal REC ADDED
6/28/2011	PPT						mtr
6/28/2011	PPT						TASK:3001-FSV-CHANGD FUPDT 07/08/11
6/28/2011	NT	GCS				T:26712	Fell in 3001 queue, acct in coll, YMC is in
6/28/2011	NT	GCS				T:26712	process, monitor for YMC results, Lakshmi, 26712
6/28/2011	NT	FSV				T:26712	Fell in 3001 queue, acct in coll, YMC is in
6/28/2011	NT	FSV				T:26712	process, monitor for YMC results, Lakshmi, 26712
6/28/2011	FSV		0	0	0	T:02774	INSP TP R RESULTS RCVD; ORD DT=06/22/11
6/28/2011	NT	RMV25				T:25101	Removal of 2-5; loan no longer qualifies for col
6/28/2011	NT	RMV25				T:25101	cash restriction
6/29/2011	DMD					T:22222	00/00/00 00:00:00
6/29/2011	DMD					T:22222	00/00/00 00:00:00
6/29/2011	DMD					T:22222	06/29/11 13:41:35 DISCONNECTED
6/30/2011	DMD					T:22222	00/00/00 00:00:00
6/30/2011	DMD					T:22222	00/00/00 00:00:00
6/30/2011	DMD					T:22222	06/30/11 13:46:21 DISCONNECTED
7/1/2011	NT	C4CL				T:01002	Cash for Closing solicitation sent g/t 30 days
7/1/2011	NT	C4CL				T:01002	from today for \$5,000. If the borrower is
7/1/2011	NT	C4CL				T:01002	interested, please transfer to Jeff Wade
7/1/2011	NT	C4CL				T:01002	at 874-6518.
7/4/2011	DM					T:00000	EARLY IND: SCORE 302 MODEL E190S
7/5/2011	NT	FEDEX				T:25101	FedEx tracking #s for docs sent on 07_01_11
7/5/2011	NT	FEDEX				T:25101	outgoing # 492405140300 return # 492405140310
7/6/2011	DM					T:20459	2062466244 DISCONNECTED, NO VALID NUMBERS.
7/6/2011	DM					T:20459	STARTING SKIP
7/6/2011	DM					T:20459	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
7/6/2011	DM					T:20459	2065751916 -DISCONNECTED
7/6/2011	DM					T:20459	ACTION/RESULT CD CHANGED FROM OASK TO BRIP
7/9/2011	PPT						Fell in 3001 queue. Acct in COL,
7/9/2011	PPT						YMC is In Process **monitor for YMC
7/9/2011	PPT						Results** Srinu 26709.
7/9/2011	PPT						TASK:3001-FSV-CHANGD FUPDT 07/16/11
7/9/2011	NT	GCS				T:26709	Fell in 3001 queue. Acct in COL, YMC is In
7/9/2011	NT	GCS				T:26709	Process **monitor for YMC Results** Srinu 26709.
7/9/2011	NT	FSV				T:26709	Fell in 3001 queue. Acct in COL, YMC is In
7/9/2011	NT	FSV				T:26709	Process **monitor for YMC Results** Srinu 26709.
7/11/2011	DM					T:20459	2065751916 DISCONNECTED, NO VALID NUMBERS.
7/11/2011	DM					T:20459	STARTING SKIP
7/11/2011	DM					T:20459	ACTION/RESULT CD CHANGED FROM OASK TO BRIP
7/13/2011	FSV		0	00	1	T:00000	INSP TYPE D ORDERED; REQ CD =SCRIPT
7/13/2011	NT	FSV				T:25101	Loan on HFN 2501 Report. Ran script to order
7/13/2011	NT	FSV				T:25101	inspection if needed.
7/13/2011	NT	FSV				T:25101	Loan on FHA 2501 report. Ran script to order
7/13/2011	NT	FSV				T:25101	inspection if needed
7/14/2011	FSV		0	00	1	T:00000	INSP TYPE D ORDERED; REQ CD =SCRIPT
7/15/2011	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
7/15/2011	CBR		0	00	1	T:00000	CHANGE IN PRIMARY BORROWERS ADDR
7/18/2011	FSV		0	00	1	T:00000	INSP TYPE D CANCELLED; REQ CD =SCRIPT
7/19/2011	FSV		0	00	1	T:00000	INSP TP D RESULTS RCVD; ORD DT=07/13/11
7/19/2011	PPT						Fell in 3001 queue, acct in coll,
7/19/2011	PPT						YMC is in process, monitor for YMC
7/19/2011	PPT						results, Malli
7/19/2011	PPT						TASK:3001-FSV-CHANGD FUPDT 07/24/11
7/19/2011	NT	GCS				T:26711	Fell in 3001 queue, acct in coll, YMC is in
7/19/2011	NT	GCS				T:26711	process, monitor for YMC results, Malli
7/19/2011	NT	FSV				T:26711	Fell in 3001 queue, acct in coll, YMC is in
7/19/2011	NT	FSV				T:26711	process, monitor for YMC results, Malli
7/19/2011	NT	ADD25				T:25101	Adding stop 2-5; restricting account to 1/2
7/19/2011	NT	ADD25				T:25101	delinquency
7/19/2011	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
7/21/2011	NT	APSL				T:13122	Account sent to Allison corp. No Cntct
7/21/2011	NT	APSL				T:13122	ltr
7/26/2011	DMD					T:22222	07/26/11 17:49:16 VACANT
7/26/2011	DMD					T:22222	07/26/11 15:37:00 VACANT
7/26/2011	DMD					T:22222	07/26/11 12:29:47 VACANT
7/26/2011	PPT						Fell in 3001 q. Acct in COL, Prop
7/26/2011	PPT						Rep @ 07/26/2011 O/A
7/26/2011	PPT						attached.**Monitor for Results**
7/26/2011	PPT						Srinu 26709.
7/26/2011	PPT						TASK:3001-FSV-CHANGD FUPDT 08/05/11
7/26/2011	NT	GCS				T:26709	Fell in 3001 q. Acct in COL, Prop Rep @ 07/26/2011
7/26/2011	NT	GCS				T:26709	O/A attached.**Monitor for Results** Srinu 26709.
7/26/2011	NT	FSV				T:26709	Fell in 3001 q. Acct in COL, Prop Rep @ 07/26/2011
7/26/2011	NT	FSV				T:26709	O/A attached.**Monitor for Results** Srinu 26709.
7/27/2011	DMD					T:22222	00/00/00 00:00:00
7/27/2011	DMD					T:22222	07/27/11 18:04:58 VACANT
7/27/2011	DMD					T:22222	07/27/11 11:10:50 VACANT
7/28/2011	NT	LMT				T:25101	'C4CL LETTER MAILED ON, 07_01_11 RETURNED
7/28/2011	NT	LMT				T:25101	UNDELIVERABLE
7/28/2011	BKR						BANKRUPTCY C1 CHANGED FROM 0131925 TO 0012468

7/28/2011	BKR					BANKRUPTCY C2 CHANGED FROM 0012468 TO 0012503
7/28/2011	BKR					BANKRUPTCY C3 CHANGED FROM 0012503 TO 0131925
7/28/2011	FOR					FORECLOSURE C1 CHANGED FROM 0131925 TO 0012468
7/28/2011	FOR					FORECLOSURE C3 CHANGED FROM 0012503 TO 0131925
7/28/2011	BKR					BANKRUPTCY C1 CHANGED FROM 0012468 TO 0131925
7/28/2011	BKR					BANKRUPTCY C2 CHANGED FROM 0012503 TO 0012468
7/28/2011	BKR					BANKRUPTCY C3 CHANGED FROM 0131925 TO 0012503
7/28/2011	FOR					FORECLOSURE C1 CHANGED FROM 0012468 TO 0131925
7/28/2011	FOR					FORECLOSURE C2 CHANGED FROM 0012503 TO 0012468
7/28/2011	FOR					FORECLOSURE C3 CHANGED FROM 0131925 TO 0012503
7/28/2011	NT	FSV			T:13104	RCVD O/A ID# 217369 Rep @ Prp 07/26/11
7/28/2011	NT	FSV			T:13104	1 Grasscut 130'x100 1 @ \$ 442.56 = \$ 442.56
7/28/2011	NT	FSV			T:13104	Estimate Total: \$442.56
7/28/2011	NT	FSV			T:13104	Madhu
8/2/2011	DM				T:00000	EARLY IND: SCORE 302 MODEL EI90S
8/3/2011	NT	C4CL			T:01002	Cash for Closing solicitation sent g/t 30 days
8/3/2011	NT	C4CL			T:01002	from today for \$5,000. If the borrower is
8/3/2011	NT	C4CL			T:01002	interested, please transfer to Jeff Wade
8/3/2011	NT	C4CL			T:01002	at 874-6518.
8/5/2011	NT	FSV			T:18258	Denied all of bid for 217369- Photos do not
8/5/2011	NT	FSV			T:18258	support the bid. KC tx4046
8/5/2011	PPT					O/A ID# 217369 (9020) COMPLETED 08/05/11
8/8/2011	PPT					Rcv'd 3001 queue, acct in col, o/a
8/8/2011	PPT					bid is in open status, monitor for
8/8/2011	PPT					results, Ganesh
8/8/2011	PPT					TASK:3001-FSV-CHANGD FUPDT 08/20/11
8/8/2011	NT	GCS			T:26713	Rcv'd 3001 queue, acct in col, o/a bid is in open
8/8/2011	NT	GCS			T:26713	status, monitor for results, Ganesh
8/8/2011	NT	FSV			T:26713	Rcv'd 3001 queue, acct in col, o/a bid is in open
8/8/2011	NT	FSV			T:26713	status, monitor for results, Ganesh
8/8/2011	NT	FSV			T:26709	RCVD O/A ID# 587699 Rep @ Prp 08/05/11
8/8/2011	NT	FSV			T:26709	1 Lot Size: 130'x100 1 @ \$ 442.56 = \$ 442.56
8/8/2011	NT	FSV			T:26709	Estimate Total: \$442.56
8/8/2011	NT	FSV			T:26709	Srinu 26709.
8/9/2011	BKR					BANKRUPTCY C1 CHANGED FROM 0131925 TO 0012468
8/9/2011	BKR					BANKRUPTCY C2 CHANGED FROM 0012468 TO 0012503
8/9/2011	BKR					BANKRUPTCY C3 CHANGED FROM 0012503 TO 0131925
8/9/2011	FOR					FORECLOSURE C1 CHANGED FROM 0131925 TO 0012468
8/9/2011	FOR					FORECLOSURE C2 CHANGED FROM 0012468 TO 0012503
8/9/2011	FOR					FORECLOSURE C3 CHANGED FROM 0012503 TO 0131925
8/9/2011	BKR					BANKRUPTCY C1 CHANGED FROM 0012468 TO 0131925
8/9/2011	BKR					BANKRUPTCY C2 CHANGED FROM 0012503 TO 0012468
8/9/2011	BKR					BANKRUPTCY C3 CHANGED FROM 0131925 TO 0012503
8/9/2011	FOR					FORECLOSURE C1 CHANGED FROM 0012468 TO 0131925
8/9/2011	FOR					FORECLOSURE C2 CHANGED FROM 0012503 TO 0012468
8/9/2011	FOR					FORECLOSURE C3 CHANGED FROM 0131925 TO 0012503
8/9/2011	NT	FEDEX			T:25101	FedEx shipped 08/04/11 Tracking number is
8/9/2011	NT	FEDEX			T:25101	440277572482
8/10/2011	NT	DODV			T:25101	Per DOD website review 6-1-11 borrower(s) are not
8/10/2011	NT	DODV			T:25101	active duty.
8/12/2011	CBR		0	00	1	T:00000 DELINQUENT: 180+ DAYS
8/12/2011	CBR		0	00	1	T:00000 CHANGE IN PRIMARY BORROWERS ADDR
8/15/2011	FSV		0	00	1	T:00000 INSP TYPE F ORDERED: REQ CD =AUTO DELQ
8/16/2011	PPT					O/A ID# 587699 (9021) COMPLETED 08/16/11
8/16/2011	NT	FSV			T:13736	wrking o/a: 587699
8/16/2011	NT	FSV			T:13736	denied all
8/16/2011	NT	FSV			T:13736	james 3714 tx
8/18/2011	PPT					***Working on 2 task, Prop is in
8/18/2011	PPT					FCL, YMC in process, monitor for
8/18/2011	PPT					next GC results Jaffar 2368.
8/18/2011	PPT					TASK:0002-FSV-CHANGD FUPDT 09/17/11
8/18/2011	NT	FSV			T:02368	***Working on 2 task, Prop is in FCL,
8/18/2011	NT	FSV			T:02368	YMC in process, monitor for next GC results
8/18/2011	NT	FSV			T:02368	Jaffar 2368.
8/18/2011	NT	HFIS			T:21109	HOPE letter sent to borrower to schedule
8/18/2011	NT	HFIS			T:21109	a face to face meeting with HOPE rep
8/18/2011	NT	HFIS			T:21109	Greg Heller to discuss workout options.
8/18/2011	NT	HFIS			T:21109	Appointments will be available on 08/30
8/18/2011	NT	HFIS			T:21109	from 11am - 7pm at the Hampton Inn Seatt
8/18/2011	NT	HFIS			T:21109	le/ Southcenter located at 7200 South
8/18/2011	NT	HFIS			T:21109	156th St., Tukwila, Washington 98188.
8/18/2011	NT	HFIS			T:21109	Appointments can be made by calling 415-226-8980
8/18/2011	NT	HFIS			T:21109	or online at www.Seattle.timetrade.com
8/19/2011	D28		0	DT	8	BILLING STATEMENT FROM REPORT R628
8/22/2011	NT	APSL			T:13122	Account sent to Allison Payment System
8/22/2011	NT	APSL			T:13122	Inc - Send out No Contact Letter
8/22/2011	NT	FEDEX			T:25101	*Fedex shipped 08.18.2011, tracking number
8/22/2011	NT	FEDEX			T:25101	440277718528*
8/22/2011	NT	FSV			T:26712	RCVD O/A ID# 753435 Rep @ Prp 08/19/11
8/22/2011	NT	FSV			T:26712	1 Lot Size:130'x100 1 @ \$ 231.93 = \$ 231.93
8/22/2011	NT	FSV			T:26712	Estimate Total: \$231.93
8/22/2011	NT	FSV			T:26712	Lakshmi
8/23/2011	PPT					OA attached , Monitoring for results
8/23/2011	PPT					TASK:3001-FSV-CHANGD FUPDT 09/07/11
8/23/2011	NT	GCS			T:14035	Fell in Queue 3001 Acc in COL, Last Grass Cut Done
8/23/2011	NT	GCS			T:14035	on 6/13/2011 Lot Size 130 x 100 OA attached ,
8/23/2011	NT	GCS			T:14035	Monitoring for results Anand, CLFS
8/23/2011	NT	FSV			T:14035	Fell in Queue 3001 Acc in COL, Last Grass Cut Done
8/23/2011	NT	FSV			T:14035	on 6/13/2011 Lot Size 130 x 100 OA attached ,
8/23/2011	NT	FSV			T:14035	Monitoring for results Anand, CLFS
8/24/2011	BKR					BANKRUPTCY C1 CHANGED FROM 0131925 TO 0012468
8/24/2011	BKR					BANKRUPTCY C2 CHANGED FROM 0012468 TO 0012503
8/24/2011	BKR					BANKRUPTCY C3 CHANGED FROM 0012503 TO 0131925
8/24/2011	FOR					FORECLOSURE C1 CHANGED FROM 0131925 TO 0012468
8/24/2011	FOR					FORECLOSURE C2 CHANGED FROM 0012468 TO 0012503
8/24/2011	FOR					FORECLOSURE C3 CHANGED FROM 0012503 TO 0131925
8/24/2011	BKR					BANKRUPTCY C1 CHANGED FROM 0012468 TO 0131925
8/24/2011	BKR					BANKRUPTCY C2 CHANGED FROM 0012503 TO 0012468
8/24/2011	BKR					BANKRUPTCY C3 CHANGED FROM 0131925 TO 0012503
8/24/2011	FOR					FORECLOSURE C1 CHANGED FROM 0012468 TO 0131925
8/24/2011	FOR					FORECLOSURE C2 CHANGED FROM 0012503 TO 0012468
8/24/2011	FOR					FORECLOSURE C3 CHANGED FROM 0131925 TO 0012503
8/24/2011	NT	FSV			T:19184	OA processed from W/O
8/24/2011	NT	FSV			T:19184	228753435,Denied,ausharani,19184

8/24/2011	PPT					O/A ID# 753435 (9022) COMPLETED 08/24/11
8/29/2011	NT	OWNER				T:25101 Balance Sheet Campaign Loan. Loan is owned by
8/29/2011	NT	OWNER				T:25101 Latosha Jones. Please transfer to ext. 874-6286
8/30/2011	NT	ENDBD				T:25101 Task:3001-FSV-CHANGD FUPDT 09/16/11
8/30/2011	NT	ENDBD				T:25101 no rpc 60.
8/30/2011	NT	ENDBD				T:25101 End of Balance Sheet Campaign segmentation due to
8/30/2011	NT	ENDBD				T:25101 no rpc 60.
9/2/2011	DM					T:00000 EARLY IND: SCORE 302 MODEL EI90S
9/2/2011	DMD					T:22222 09/02/11 13:47:09 VACANT
9/2/2011	DMD					T:22222 09/02/11 12:53:55 VACANT
9/2/2011	DMD					T:22222 09/02/11 10:13:55 VACANT
9/2/2011	NT	SKIP				T:13122 Account sent to Penncro.
9/5/2011	NT	FSV				T:13105 RCVD O/A ID# 148818 Rep @ Prp 09/01/11
9/5/2011	NT	FSV				T:13105 1 Trim all shrubs an 1 @ \$ 350.00 = \$ 350.00
9/5/2011	NT	FSV				T:13105 2 Grass Cut 1 @ \$ 400.00 = \$ 400.00
9/5/2011	NT	FSV				T:13105 Estimate Total: \$750.00
9/5/2011	NT	FSV				T:13105 SURESH
9/6/2011	NT	SKIP				T:13122 Account sent to Penncro.
9/7/2011	FSV		0	00	1	T:00000 INSP TP F RESULTS RCVD; ORD DT=08/15/11
9/7/2011	NT	SKIP				T:01561 Account sent to Penncro.
9/8/2011	PPT					O/A ID# 148818 (9023) COMPLETED 09/08/11
9/8/2011	NT	FSV				T:19192 O/A from W/O ID#229148818, Denied All,
9/8/2011	NT	FSV				T:19192 kyashoda-19189
9/8/2011	NT	SKIP				T:13121 Account sent to Penncro.
9/9/2011	BKR					BANKRUPTCY C1 CHANGED FROM 0131925 TO 0012468
9/9/2011	BKR					BANKRUPTCY C2 CHANGED FROM 0012468 TO 0012503
9/9/2011	BKR					BANKRUPTCY C3 CHANGED FROM 0012503 TO 0131925
9/9/2011	FOR					FORECLOSURE C1 CHANGED FROM 0131925 TO 0012468
9/9/2011	FOR					FORECLOSURE C2 CHANGED FROM 0012468 TO 0012503
9/9/2011	FOR					FORECLOSURE C3 CHANGED FROM 0012503 TO 0131925
9/9/2011	BKR					BANKRUPTCY C1 CHANGED FROM 0012468 TO 0131925
9/9/2011	BKR					BANKRUPTCY C2 CHANGED FROM 0012503 TO 0012468
9/9/2011	BKR					BANKRUPTCY C3 CHANGED FROM 0131925 TO 0012503
9/9/2011	FOR					FORECLOSURE C1 CHANGED FROM 0012468 TO 0131925
9/9/2011	FOR					FORECLOSURE C2 CHANGED FROM 0012503 TO 0012468
9/9/2011	FOR					FORECLOSURE C3 CHANGED FROM 0131925 TO 0012503
9/9/2011	NT	SKIP				T:13121 Account sent to Penncro.
9/12/2011	NT	SKIP				T:13121 Account sent to Penncro.
9/13/2011	NT	CACL				T:20821 Cash for Closing solicitation sent g/t 30 days
9/13/2011	NT	CACL				T:20821 from today for \$6,536. If the borrower is
9/13/2011	NT	CACL				T:20821 interested, please transfer to Latosha Jones
9/13/2011	NT	CACL				T:20821 at 874-6286.
9/13/2011	NT	SKIP				T:16295 Account sent to Penncro.
9/13/2011	PPT					Fell in 3001 queue, acct in col,OA
9/13/2011	PPT					estimate, waiting for next gc ,Will
9/13/2011	PPT					Monitor*** Lakshmi, 26712
9/13/2011	PPT					TASK:3001-FSV-CHANGD FUPDT 09/16/11
9/13/2011	NT	GCS				T:26712 Fell in 3001 queue, acct in col,OA estimate,
9/13/2011	NT	GCS				T:26712 waiting for next gc ,Will Monitor*** Lakshmi,
9/13/2011	NT	GCS				T:26712 26712
9/13/2011	NT	FSV				T:26712 Fell in 3001 queue, acct in col,OA estimate,
9/13/2011	NT	FSV				T:26712 waiting for next gc ,Will Monitor*** Lakshmi,
9/13/2011	NT	FSV				T:26712 26712
9/14/2011	FSV		0	00	1	T:00000 INSP TYPE F ORDERED; REQ CD =AUTO DELQ
9/14/2011	NT	SKIP				T:13121 Account sent to Penncro.
9/15/2011	DM					T:29804 NUMBER IS DISCONNECTED
9/15/2011	DM					T:29804 ACTION/RESULT CD CHANGED FROM OASK TO BRIP
9/15/2011	NT	INTRO				T:01002 Intro letter sent to Borrower. If the borrower
9/15/2011	NT	INTRO				T:01002 calls in, please transfer call to Latosha
9/15/2011	NT	INTRO				T:01002 Jones874-6286
9/15/2011	NT	OWNER				T:25101 Balance Sheet Campaign Loan. Loan is owned by
9/15/2011	NT	OWNER				T:25101 Latosha Jones. Please transfer to ext. 874-6286.
9/15/2011	NT	SKIP				T:13121 Account sent to Penncro.
9/16/2011	CBR		0	00	1	T:00000 DELINQUENT: 180+ DAYS
9/19/2011	NT	FEDEX				T:25102 FedEx tracking #s for docs sent on 09_15_11
9/19/2011	NT	FEDEX				T:25102 outgoing # 495740615312
9/20/2011	DM					T:29804 NUMBER IS DISCONNECTED
9/20/2011	DM					T:29804 ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
9/20/2011	D28		0	DT	8	FORCED BILLING STATEMENT FROM REPORT R628
9/21/2011	PPT					Recd in Queue 3001, Acct in col, YMC
9/21/2011	PPT					in process, mtr for results, Kalyan
9/21/2011	PPT					TASK:3001-FSV-CHANGD FUPDT 09/28/11
9/21/2011	NT	GCS				T:31685 Recd in Queue 3001, Acct in col, YMC in process,
9/21/2011	NT	GCS				T:31685 mtr for results, Kalyan
9/21/2011	NT	FSV				T:31685 Recd in Queue 3001, Acct in col, YMC in process,
9/21/2011	NT	FSV				T:31685 mtr for results, Kalyan
9/21/2011	NT	APSL				T:16295 Allison Payment System Inc, to send no
9/21/2011	NT	APSL				T:16295 cntct ltr.
9/21/2011	DM					T:29804 NUMBER IS DISCONNECTED
9/21/2011	DM					T:29804 ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
9/21/2011	PPT					monitor for results
9/21/2011	PPT					TASK:3001-FSV-CHANGD FUPDT 10/04/11
9/21/2011	NT	FSV				T:19186 Working Task #2,Acc in Col,YMC in Process,"Will
9/21/2011	NT	FSV				T:19186 monitor for next inspection",Alekhyia 19186
9/21/2011	PPT					monitor for next inspection
9/21/2011	PPT					TASK:0002-FSV-CHANGD FUPDT 10/20/11
9/23/2011	DM					T:29804 NUMBER IS DISCONNECTED
9/23/2011	DM					T:29804 ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
9/23/2011	NT	TAX				T:14258 Corelogic reporting taxes paid with zero due for
9/23/2011	NT	TAX				T:14258 the 10/31/11 installment. Rolling tax line to next
9/23/2011	NT	TAX				T:14258 installment date 04/30/12 Payee 460170000 KING
9/23/2011	NT	TAX				T:14258 COUNTY parcel 072304932204
9/23/2011	NT	FEDEX				T:25102 Fedex shipped 09/15/11 Tracking number is
9/23/2011	NT	FEDEX				T:25102 440277957439 (ts)
9/23/2011	NT	CBR				T:25102 Removed Credit Suppression Flag
9/23/2011	NT	FSV				T:26711 RCVD O/A ID# 477786 Rep @ Prp 09/22/11
9/23/2011	NT	FSV				T:26711 1 Inside shed - Wood 6 @ \$ 50.00 = \$ 300.00
9/23/2011	NT	FSV				T:26711 2 Inside shed - Gall 10 @ \$ 15.00 = \$ 150.00
9/23/2011	NT	FSV				T:26711 3 Trim trees and shr 1 @ \$ 350.00 = \$ 350.00
9/23/2011	NT	FSV				T:26711 4 Padlock and hasp i 1 @ \$ 40.00 = \$ 40.00
9/23/2011	NT	FSV				T:26711 5 Grass Cut 1 @ \$ 400.00 = \$ 400.00
9/23/2011	NT	FSV				T:26711 Estimate Total: \$1,240.00
9/23/2011	NT	FSV				T:26711 Mall
9/26/2011	BKR					BANKRUPTCY C1 CHANGED FROM 0131925 TO 0012468
9/26/2011	BKR					BANKRUPTCY C2 CHANGED FROM 0012468 TO 0012503



9/26/2011	BKR						BANKRUPTCY C3 CHANGED FROM 0012503 TO 0131925
9/26/2011	FOR						FORECLOSURE C1 CHANGED FROM 0131925 TO 0012468
9/26/2011	FOR						FORECLOSURE C2 CHANGED FROM 0012468 TO 0012503
9/26/2011	BKR						BANKRUPTCY C1 CHANGED FROM 0012468 TO 0131925
9/26/2011	BKR						BANKRUPTCY C2 CHANGED FROM 0012503 TO 0012468
9/26/2011	BKR						BANKRUPTCY C3 CHANGED FROM 0131925 TO 0012503
9/26/2011	FOR						FORECLOSURE C1 CHANGED FROM 0012468 TO 0131925
9/26/2011	FOR						FORECLOSURE C2 CHANGED FROM 0012503 TO 0012468
9/26/2011	FOR						FORECLOSURE C3 CHANGED FROM 0131925 TO 0012503
9/27/2011	FSV	0	00	1		T:00000	INSP TP F RESULTS RCVD; ORD DT=09/14/11
9/28/2011	DM					T:29804	NUMBER IS DISCONNECTED
9/28/2011	DM					T:29804	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
9/28/2011	PPT						O/A ID# 477786 (9024) COMPLETED 09/28/11
9/28/2011	NT	FSV				T:19191	OA from w/o # 229477786, Approved for Re cut for
9/28/2011	NT	FSV				T:19191	\$ 400.00,
9/28/2011	NT	FSV				T:19191	Srikanth, 19191
9/29/2011	PPT						Fell in Queue 3001, Acc in COL,
9/29/2011	PPT						Estimate Approval - Re-Cut Cycle is
9/29/2011	PPT						in process, waiting for results
9/29/2011	PPT						,will mtr, Prem
9/29/2011	PPT						TASK:3001-FSV-CHANGD FUPDT 10/14/11
9/29/2011	NT	GCS				T:26710	Fell in Queue 3001, Acc in COL, Estimate
9/29/2011	NT	GCS				T:26710	Approval - Re-Cut Cycle is in process, waiting for
9/29/2011	NT	GCS				T:26710	results ,will mtr, Prem
9/29/2011	NT	FSV				T:26710	Fell in Queue 3001, Acc in COL, Estimate
9/29/2011	NT	FSV				T:26710	Approval - Re-Cut Cycle is in process, waiting for
9/29/2011	NT	FSV				T:26710	results ,will mtr, Prem
9/30/2011	FSV	0	00	1		T:00000	INSP TYPE R ORDERED; REQ CD =1150
9/30/2011	DM					T:03182	NUMBER IS DISCONNECTED
9/30/2011	DM					T:03182	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
10/3/2011	DM					T:29804	NUMBER IS DISCONNECTED
10/3/2011	DM					T:29804	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
10/5/2011	DM					T:29804	NUMBER IS DISCONNECTED
10/5/2011	DM					T:29804	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
10/6/2011	DM					T:29804	NUMBER IS DISCONNECTED
10/6/2011	DM					T:29804	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
10/6/2011	FSV	0	0	0		T:02774	INSP TP R RESULTS RCVD; ORD DT=09/30/11
10/7/2011	DM					T:29804	NUMBER IS DISCONNECTED
10/7/2011	DM					T:29804	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
10/11/2011	DM					T:29804	NUMBER IS DISCONNECTED
10/11/2011	DM					T:29804	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
10/12/2011	DM					T:29804	NUMBER IS DISCONNECTED
10/12/2011	DM					T:29804	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
10/13/2011	FSV	0	00	1		T:00000	INSP TYPE D ORDERED; REQ CD =SCRIPT
10/13/2011	NT	FSV				T:23249	Loan on HFN 2501 Report. Ran script to order
10/13/2011	NT	FSV				T:23249	inspection if needed.
10/13/2011	DM					T:29804	NUMBER IS DISCONNECTED
10/13/2011	DM					T:29804	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
10/14/2011	CBR	0	00	1		T:00000	DELINQUENT: 180+ DAYS
10/14/2011	DM					T:29804	NUMBER IS DISCONNECTED
10/14/2011	DM					T:29804	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
10/15/2011	PPT						Loan on Oct wint List, Acct in COL,
10/15/2011	PPT						Rep @ Prop 09/24/11, Wint Already
10/15/2011	PPT						completed on 02/07/11, Suresh 13105
10/15/2011	PPT						TASK:0002-FSV-CHANGD FUPDT 11/14/11
10/15/2011	NT	FSV				T:13105	Loan on Oct wint List, Acct in FCL, Rep @ Prop
10/15/2011	NT	FSV				T:13105	09/24/11, Wint Already completed on 02/07/11,
10/15/2011	NT	FSV				T:13105	Suresh 13105
10/18/2011	DM					T:29804	NUMBER IS DISCONNECTED
10/18/2011	DM					T:29804	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
10/19/2011	PPT						Fell in 3001 queue, acct in col,
10/19/2011	PPT						YMC is in process, monitor for YMC
10/19/2011	PPT						results, Lakshmi, 26712
10/19/2011	PPT						TASK:3001-FSV-CHANGD FUPDT 10/31/11
10/19/2011	NT	GCS				T:26712	Fell in 3001 queue, acct in col, YMC is in
10/19/2011	NT	GCS				T:26712	process, monitor for YMC results, Lakshmi, 26712
10/19/2011	NT	FSV				T:26712	Fell in 3001 queue, acct in col, YMC is in
10/19/2011	NT	FSV				T:26712	process, monitor for YMC results, Lakshmi, 26712
10/19/2011	LMT						LMT BPO/APPRaisal REC ADDED
10/19/2011	BKR						BANKRUPTCY C1 CHANGED FROM 0131925 TO 0012468
10/19/2011	BKR						BANKRUPTCY C2 CHANGED FROM 0012468 TO 0012503
10/19/2011	BKR						BANKRUPTCY C3 CHANGED FROM 0012503 TO 0131925
10/19/2011	FOR						FORECLOSURE C1 CHANGED FROM 0131925 TO 0012468
10/19/2011	FOR						FORECLOSURE C2 CHANGED FROM 0012468 TO 0012503
10/19/2011	FOR						FORECLOSURE C3 CHANGED FROM 0012503 TO 0131925
10/19/2011	BKR						BANKRUPTCY C1 CHANGED FROM 0012468 TO 0131925
10/19/2011	BKR						BANKRUPTCY C2 CHANGED FROM 0012503 TO 0012468
10/19/2011	BKR						BANKRUPTCY C3 CHANGED FROM 0131925 TO 0012503
10/19/2011	FOR						FORECLOSURE C1 CHANGED FROM 0012468 TO 0131925
10/19/2011	FOR						FORECLOSURE C2 CHANGED FROM 0012503 TO 0012468
10/19/2011	FOR						FORECLOSURE C3 CHANGED FROM 0131925 TO 0012503
10/19/2011	DM					T:29804	NUMBER IS DISCONNECTED
10/19/2011	DM					T:29804	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
10/19/2011	D28	0	DT	8			BILLING STATEMENT FROM REPORT R628
10/20/2011	DM					T:29804	NUMBER IS DISCONNECTED
10/20/2011	DM					T:29804	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
10/21/2011	DM					T:29804	NUMBER IS DISCONNECTED
10/21/2011	DM					T:29804	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
10/21/2011	CIT	CSH05				T:23835	046 Open CIT#894 Please file claim for BPO fee in
10/21/2011	CIT	CSH05				T:23835	the amount of \$83.00 that was assessed as non
10/21/2011	CIT	CSH05				T:23835	recoverable from borrower due to state statue
10/21/2011	CIT	CSH05				T:23835	or bankruptcy status.
10/24/2011	FSV	0	00	1		T:00000	INSP TP D RESULTS RCVD; ORD DT=10/13/11
10/24/2011	DM					T:29804	NUMBER IS DISCONNECTED
10/24/2011	DM					T:29804	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
10/24/2011	CIT	REO90				T:04485	046 DONE 10/24/11 BY TLR 04485
10/24/2011	CIT	REO90				T:04485	TSK TYP 894-BKY CLAIM NEEDE
10/24/2011	CIT	REO90				T:04485	046 CLAIM FUNDS POSTED Alo \$83 TO FEE CODE 96.
10/24/2011	PPT						Received on Vacant Open Report from
10/24/2011	PPT						CLFS, Rep @ Prop. 09/21/2011 , Found
10/24/2011	PPT						Vacant/Locked, Breach expired on
10/24/2011	PPT						06/22/2011, Ordered RS, ***Monitor
10/24/2011	PPT						for response*** - Ravi 14855
10/24/2011	PPT						TASK:0501-FSV-CHANGD FUPDT 11/07/11

10/24/2011	PPT					VAC-ORDERED SECURING (500) COMPLETED 10/24/11
10/24/2011	NT	FSV				Received on Vacant Order Rep from CHS6 Rep @
10/24/2011	NT	FSV				Filed 02/05/15 Entered 02/05/15 15:54:23 Exhibit Q
10/24/2011	NT	FSV				Response to Ravi 14855
10/24/2011	NT	FSV				Response to Ravi 14855
10/25/2011	DM					NUMBER IS DISCONNECTED
10/25/2011	DM					ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
10/26/2011	DM					NUMBER IS DISCONNECTED
10/26/2011	DM					ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
10/27/2011	DM					NUMBER IS DISCONNECTED
10/27/2011	DM					ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
10/28/2011	DM					NUMBER IS DISCONNECTED
10/28/2011	DM					ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
10/31/2011	DM					NUMBER IS DISCONNECTED
10/31/2011	DM					ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
10/31/2011	BKR					BANKRUPTCY C1 CHANGED FROM 0131925 TO 0012468
10/31/2011	BKR					BANKRUPTCY C2 CHANGED FROM 0012468 TO 0012503
10/31/2011	BKR					BANKRUPTCY C3 CHANGED FROM 0012503 TO 0131925
10/31/2011	FOR					FORECLOSURE C1 CHANGED FROM 0131925 TO 0012468
10/31/2011	FOR					FORECLOSURE C2 CHANGED FROM 0012468 TO 0012503
10/31/2011	FOR					FORECLOSURE C3 CHANGED FROM 0012503 TO 0131925
10/31/2011	BKR					BANKRUPTCY C1 CHANGED FROM 0012468 TO 0131925
10/31/2011	BKR					BANKRUPTCY C2 CHANGED FROM 0012503 TO 0012468
10/31/2011	BKR					BANKRUPTCY C3 CHANGED FROM 0131925 TO 0012503
10/31/2011	FOR					FORECLOSURE C1 CHANGED FROM 0012468 TO 0131925
10/31/2011	FOR					FORECLOSURE C2 CHANGED FROM 0012503 TO 0012468
10/31/2011	FOR					FORECLOSURE C3 CHANGED FROM 0131925 TO 0012503
10/31/2011	NT	FSV				to A-389, Added Pad Lock to Unsecure Shed Coded to
10/31/2011	NT	FSV				A-389
10/31/2011	NT	FSV				Suhasini-2367
10/31/2011	NT	FSV				MCR JB #_342049_FROM_Re-secure
10/31/2011	NT	FSV				ORD_10/24/11_CMPLTD_10/28/11_RECVD_10/31/11
10/31/2011	NT	FSV				UTIL_OFF_GAS_OFF_ELEC_OFF_SUMPPUMP_OFF
10/31/2011	NT	FSV				DMGS_NO_AMT_NO
10/31/2011	NT	FSV				L/DRAFT_NO_O/A TO FLLW_YES
10/31/2011	NT	FSV				WORK CMPLTD_Resecuring Completed Added
10/31/2011	NT	FSV				REP COMMENTS_Pad Lock to Rear Door Coded
10/31/2011	NT	FSV				MCR # 342049 , R@P 10/28/11
10/31/2011	NT	FSV				No Loss Draft Opened, Suhasini-2367
10/31/2011	PPT					VAC-PROPERTY SECURE (501) COMPLETED 10/31/11
10/31/2011	PPT					GC-GRASS CUT COMPLTD (3001) COMPLETED 10/31/11
10/31/2011	NT	FSV				RCVD O/A ID# 342049 Rep @ Prp 10/28/11
10/31/2011	NT	FSV				1 Interior Debris-25 25 @ \$ 50.00 = \$ 1,250.00
10/31/2011	NT	FSV				2 Exterior Debris-4c 4 @ \$ 50.00 = \$ 200.00
10/31/2011	NT	FSV				3 (Can not Replace r 1 @ \$ 375.00 = \$ 375.00
10/31/2011	NT	FSV				4 Replace 84x32 Fron 1 @ \$ 592.97 = \$ 592.97
10/31/2011	NT	FSV				5 Add Knoblock and D 1 @ \$ 60.00 = \$ 60.00
10/31/2011	NT	FSV				6 Add Knoblock and D 1 @ \$ 60.00 = \$ 60.00
10/31/2011	NT	FSV				Estimate Total: \$2,537.97
10/31/2011	NT	FSV				NarasingaRao
11/1/2011	ITR					
11/1/2011	BKR					BANKRUPTCY C1 CHANGED FROM 0131925 TO 0012468
11/1/2011	BKR					BANKRUPTCY C2 CHANGED FROM 0012468 TO 0012503
11/1/2011	BKR					BANKRUPTCY C3 CHANGED FROM 0012503 TO 0131925
11/1/2011	FOR					FORECLOSURE C1 CHANGED FROM 0131925 TO 0012468
11/1/2011	FOR					FORECLOSURE C2 CHANGED FROM 0012468 TO 0012503
11/1/2011	FOR					FORECLOSURE C3 CHANGED FROM 0012503 TO 0131925
11/1/2011	BKR					BANKRUPTCY C1 CHANGED FROM 0012468 TO 0131925
11/1/2011	BKR					BANKRUPTCY C2 CHANGED FROM 0012503 TO 0012468
11/1/2011	BKR					BANKRUPTCY C3 CHANGED FROM 0131925 TO 0012503
11/1/2011	FOR					FORECLOSURE C1 CHANGED FROM 0012468 TO 0131925
11/1/2011	FOR					FORECLOSURE C2 CHANGED FROM 0012503 TO 0012468
11/1/2011	FOR					FORECLOSURE C3 CHANGED FROM 0131925 TO 0012503
11/2/2011	DM					EARLY IND: SCORE 263 MODEL E190S
11/4/2011	NT	C4CL				Cash for Closing solicitation sent g/t 30 days
11/4/2011	NT	C4CL				from today for \$6,536. If the borrower is
11/4/2011	NT	C4CL				interested, please transfer to Latosha Jones
11/4/2011	NT	C4CL				at 874-6286.
11/4/2011	PPT					Working on OA from w/o # 230342049,
11/4/2011	PPT					Denied all, Srikanth, 19191
11/4/2011	PPT					TASK:0002-FSV-CHANGD FUPDT 12/02/11
11/4/2011	PPT					O/A ID# 342049 (9025) COMPLETED 11/04/11
11/4/2011	NT	FSV				Working on OA from w/o # 230342049, Denied all,
11/4/2011	NT	FSV				Srikanth, 19191
11/7/2011	NT	FSV				Rcvd acct on GMI waiving inspection fee for the
11/7/2011	NT	FSV				month of October from Dwight Kline--waived
11/7/2011	NT	FSV				requested amount.
11/7/2011	DM					HOME NUMBER DISCONNECTED. CCROWELL2847
11/7/2011	DM					ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
11/8/2011	NT	C4CL				*Cash for Closing solicitation sent g/t30 days
11/8/2011	NT	C4CL				from todayfor \$6,536. Ifthe borrower is
11/8/2011	NT	C4CL				interested, please transfer toLatosha Jones
11/8/2011	NT	C4CL				at874-6286."
11/8/2011	DM					HOME NUMBER DISCONNECTED.
11/8/2011	DM					ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
11/9/2011	ET		0	0	0	ARM CHANGE NOTICE SCHEDULED FOR 11/10/11
11/9/2011	DM					HOME NUMBER DISCONNECTED.
11/9/2011	DM					ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
11/9/2011	NT	FEDEX				FedEx tracking #s for docs sent on 11_8_11
11/9/2011	NT	FEDEX				outgoing # 504599457649
11/10/2011	DM					NUMBER IS DISCONNECTED
11/10/2011	DM					ACTION/RESULT CD CHANGED FROM OAAI TO BRIP
11/10/2011	DM					U3P MISS JENNIFER FROM FEDEX WAS CALLING REGARDING
11/10/2011	DM					MAILING ADDRESS TO DELIVER PACKAGE FROM GMAC AS
11/10/2011	DM					UNAUTHORIZEDADV CUST UNABLE TO VERIFY MAILING
11/10/2011	DM					ADDRESS AND RETURN PACKAGE, CUST AGREE
11/10/2011	DM					MIGCRUZ*8406053
11/10/2011	DM					ACTION/RESULT CD CHANGED FROM BRIP TO OAAI
11/11/2011	CBR		0	00	1	DELINQUENT: 180+ DAYS
11/11/2011	D19		0	04	8	ARM CHANGE NOTICE CREATED - LETTER
11/11/2011	DM					NUMBER IS DISCONNECTED
11/11/2011	DM					ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
11/14/2011	FSV		0	00	1	INSP TYPE F ORDERED; REQ CD =AUTO DELQ
11/14/2011	DM					NUMBER IS DISCONNECTED
11/14/2011	DM					ACTION/RESULT CD CHANGED FROM OASK TO BRIP

11/15/2011	DM					T:29804	NUMBER IS DISCONNECTED
11/15/2011	DM					T:29804	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
11/16/2011	DM					T:29804	NUMBER IS DISCONNECTED
11/16/2011	DM					T:29804	NUMBER IS DISCONNECTED
11/17/2011	FSV		0	00	1	T:00000	INSP TP F RESULTS RCVD; ORD DT=11/14/11
11/17/2011	NT	FSV				T:02367	Received on Vacant Open Report from CLFS, Acct in
11/17/2011	NT	FSV				T:02367	coll, Rep @ Prop. 11/15/2011 , Found Vacant/Open,
11/17/2011	NT	FSV				T:02367	Resecure Ordered, Monitor for results
11/17/2011	NT	FSV				T:02367	-Suhasini-2367
11/17/2011	PPT						Resecure Orderd mtr for results
11/17/2011	PPT						TASK:0501-FSV-CHANGD FUPDT 12/01/11
11/17/2011	PPT						VAC-ORDERED SECURING (500) COMPLETED 11/17/11
11/17/2011	DM					T:29804	NUMBER IS DISCONNECTED
11/17/2011	DM					T:29804	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
11/18/2011	NT	ENDBD				T:25101	End of Balance Sheet Campaign segmentation due to
11/18/2011	NT	ENDBD				T:25101	no rpc 30.
11/21/2011	DM					T:29804	NUMBER IS DISCONNECTED
11/21/2011	DM					T:29804	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
11/21/2011	NT	APSL				T:13122	Account sent to Allison Payment System
11/21/2011	NT	APSL				T:13122	Inc, to send no crntct ltr.
11/21/2011	NT	OWNER				T:25101	Balance Sheet Campaign Loan. Loan is owned by
11/21/2011	NT	OWNER				T:25101	Latosha Jones. Please transfer to ext. 874-6286.
11/21/2011	NT	SKIP				T:13121	Account sent to Pennco.
11/21/2011	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
11/22/2011	DM					T:29804	NUMBER IS DISCONNECTED
11/22/2011	DM					T:29804	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
11/22/2011	NT	SKIP				T:05014	206 2424176 PHONE NOT IN SERVICE PENNCRO
11/23/2011	DM					T:29804	NUMBER IS DISCONNECTED
11/23/2011	DM					T:29804	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
11/24/2011	NT	FSV				T:26709	RCVD O/A ID# 908704 Rep @ Prp 11/22/11
11/24/2011	NT	FSV				T:26709	1 Need to replace fr 1 @ \$ 1,069.01 = \$ 1,069.01
11/24/2011	NT	FSV				T:26709	Estimate Total: \$1,069.01
11/24/2011	NT	FSV				T:26709	Srinu 26709.
11/24/2011	NT	FSV				T:13104	<a href="#">MCR#908704r@p 11/22/11 No Loss Draft opened.</a>
11/24/2011	NT	FSV				T:13104	Madhu 13104
11/24/2011	PPT						VAC-PROPERTY SECURE (501) COMPLETED 11/24/11
11/24/2011	NT	FSV				T:13104	CON..
11/24/2011	NT	FSV				T:13104	and padlock was taken and hasp damaged. Re secured
11/24/2011	NT	FSV				T:13104	property with padlock/hasp code A389. Unable to
11/24/2011	NT	FSV				T:13104	secure with knob lock because hole/lock damaged.
11/24/2011	NT	FSV				T:13104	Submitted bid to replace front door, along with
11/24/2011	NT	FSV				T:13104	door jamb.
11/24/2011	NT	FSV				T:13104	MADU 13104
11/24/2011	NT	FSV				T:13104	MCR JB #_908704_FROM_Re-secure
11/24/2011	NT	FSV				T:13104	ORD_11/17/11_CMPLTD_11/22/11_RECVD_11/24/11
11/24/2011	NT	FSV				T:13104	UTIL_OFF_GAS_OFF_ELEC_OFF_SUMPPUMP_OFF
11/24/2011	NT	FSV				T:13104	DMGS_NO_AMT_NO
11/24/2011	NT	FSV				T:13104	LDRAFT_NO_O/A TO FLLW_NO
11/24/2011	NT	FSV				T:13104	WORK CMPLTD_Upon arrival discovered
11/24/2011	NT	FSV				T:13104	REP COMMENTS_front door was kicked in
11/25/2011	DMD					T:22222	00/00/00 00:00:00
11/25/2011	DMD					T:22222	00/00/00 00:00:00
11/25/2011	DMD					T:22222	11/25/11 14:36:31 VACANT
11/28/2011	NT	FSV				T:19185	OA from W/O # 230908704 , Denied ,Nag, 19185.
11/28/2011	PPT						mtr
11/28/2011	PPT						TASK:0002-FSV-CHANGD FUPDT 12/27/11
11/28/2011	PPT						O/A ID# 908704 (9026) COMPLETED 11/28/11
11/28/2011	DM					T:11457	NO GOOD NUMBERS
11/28/2011	DM					T:11457	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
11/29/2011	DM					T:29804	NO GOOD NUMBERS
11/29/2011	DM					T:29804	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
11/29/2011	BKR						BANKRUPTCY C1 CHANGED FROM 0131925 TO 0012468
11/29/2011	BKR						BANKRUPTCY C2 CHANGED FROM 0012468 TO 0012503
11/29/2011	BKR						BANKRUPTCY C3 CHANGED FROM 0012503 TO 0131925
11/29/2011	FOR						FORECLOSURE C1 CHANGED FROM 0131925 TO 0012468
11/29/2011	FOR						FORECLOSURE C2 CHANGED FROM 0012468 TO 0012503
11/29/2011	FOR						FORECLOSURE C3 CHANGED FROM 0012503 TO 0131925
11/29/2011	BKR						BANKRUPTCY C1 CHANGED FROM 0012468 TO 0131925
11/29/2011	BKR						BANKRUPTCY C2 CHANGED FROM 0012503 TO 0012468
11/29/2011	BKR						BANKRUPTCY C3 CHANGED FROM 0131925 TO 0012503
11/29/2011	FOR						FORECLOSURE C1 CHANGED FROM 0012468 TO 0131925
11/29/2011	FOR						FORECLOSURE C2 CHANGED FROM 0012503 TO 0012468
11/29/2011	FOR						FORECLOSURE C3 CHANGED FROM 0131925 TO 0012503
11/30/2011	DM					T:29804	NO GOOD NUMBERS
11/30/2011	DM					T:29804	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
12/1/2011	DM					T:29804	NO GOOD NUMBERS
12/1/2011	DM					T:29804	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
12/2/2011	DM					T:00000	EARLY IND: SCORE 263 MODEL E190S
12/2/2011	DM					T:29804	NO GOOD NUMBERS
12/2/2011	DM					T:29804	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
12/5/2011	DM					T:29804	NO GOOD NUMBERS ON FILE
12/5/2011	DM					T:29804	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
12/5/2011	DM					T:29804	NO GOOD NUMBERS ON FILE
12/5/2011	DM					T:29804	ACTION/RESULT CD CHANGED FROM OASK TO BRIP
12/6/2011	DM					T:29804	NO GOOD NUMBERS ON FILE
12/6/2011	DM					T:29804	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
12/7/2011	DM					T:29804	NO GOOD NUMBERS ON FILE
12/7/2011	DM					T:29804	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
12/8/2011	DM					T:29804	NO GOOD NUMBERS ON FILE
12/8/2011	DM					T:29804	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
12/9/2011	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
12/12/2011	DM					T:29804	NO GOOD NUMBERS ON FILE
12/12/2011	DM					T:29804	ACTION/RESULT CD CHANGED FROM OASK TO BRIP
12/13/2011	DM					T:29804	NO GOOD NUMBERS ON FILE
12/13/2011	DM					T:29804	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
12/14/2011	FSV		0	00	1	T:00000	INSP TYPE D ORDERED; REQ CD =AUTO DELQ
12/15/2011	DM					T:29804	NO GOOD NUMBERS ON FILE
12/15/2011	DM					T:29804	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
12/19/2011	DM					T:29804	NO GOOD NUMBERS ON FILE
12/19/2011	DM					T:29804	ACTION/RESULT CD CHANGED FROM OASK TO BRIP
12/20/2011	DM					T:29804	NO GOOD NUMBERS ON FILE
12/20/2011	DM					T:29804	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
12/20/2011	D28		0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628
12/21/2011	DM					T:29804	NO GOOD NUMBERS ON FILE
12/21/2011	DM					T:29804	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP

12/22/2011	DM					T:29804	NO GOOD NUMBERS ON FILE
12/22/2011	DM					T:29804	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
12/27/2011	NT					T:00000	INSP TYPE D ORDERED; REQ CD =AUTO DELO
12/27/2011	NT	FSV				T:31373	Received on Vacant & Open report
12/27/2011	NT	FSV				T:31373	from CLFS. Acct in COL Rep @ prop on
12/27/2011	NT	FSV				T:31373	12/21/11.Found Vacant/Open, Ordered
12/27/2011	NT	FSV				T:31373	Resecure. ***Mtr on Results***. RAJ
12/27/2011	NT	FSV				T:31373	**31373
12/27/2011	PPT						Received on Vacant & Open report
12/27/2011	PPT						from CLFS. Acct in COL Rep @ prop on
12/27/2011	PPT						12/21/11.Found Vacant/Open, Ordered
12/27/2011	PPT						Resecure. ***Mtr on Results***. RAJ
12/27/2011	PPT						**31373
12/27/2011	PPT						TASK:0501-FSV-CHANGD FUPDT 01/10/12
12/27/2011	PPT						VAC-ORDERED SECURING (500) COMPLETED 12/27/11
12/27/2011	PPT						Received on Vacant & Open report
12/27/2011	PPT						from CLFS. Acct in COL Rep @ prop on
12/27/2011	PPT						12/21/11.Found Vacant/Open, Ordered
12/27/2011	PPT						Resecure. ***Mtr on Results***. RAJ
12/27/2011	PPT						**31373
12/27/2011	PPT						TASK:0002-FSV-CHANGD FUPDT 01/26/12
12/28/2011	DM					T:29804	NO GOOD NUMBERS ON FILE
12/28/2011	DM					T:29804	ACTION/RESULT CD CHANGED FROM OASK TO BRIP
12/28/2011	NT	ST1ST				T:08104	WA FIRST CLASS LETTER ISSUED PER STATE
12/28/2011	NT	ST1ST				T:08104	REQ; COPY AVAIL IN ISS; AT 8104
12/29/2011	DM					T:29804	NO GOOD NUMBERS ON FILE
12/29/2011	DM					T:29804	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
12/30/2011	DM					T:29804	NO GOOD NUMBERS ON FILE
12/30/2011	DM					T:29804	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
1/4/2012	NT	OWNER				T:25101	Balance Sheet Campaign Loan reassigned from
1/4/2012	NT	OWNER				T:25101	Latosha Jones to Kelly Yaryan. Please transfer to
1/4/2012	NT	OWNER				T:25101	ext. 874-2173.
1/5/2012	DM					T:04741	NO GOOD NUMBERS ON FILE. KYARYAN 2148742173
1/5/2012	DM					T:04741	ACTION/RESULT CD CHANGED FROM OASK TO BRIP
1/9/2012	DM					T:04741	NO GOOD NUMBERS ON FILE. KYARYAN 2148742173
1/9/2012	DM					T:04741	ACTION/RESULT CD CHANGED FROM OASK TO BRIP
1/10/2012	DM					T:04741	NO GOOD NUMBERS ON FILE; NO LUCK VIA LEXIS.
1/10/2012	DM					T:04741	KYARYAN 2148742173
1/10/2012	DM					T:04741	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
1/10/2012	NT	LEXIS				T:04741	Ran lexis search. Only one # listed for brwr of
1/10/2012	NT	LEXIS				T:04741	#206-242-4176 which just rings fast busy. no good
1/10/2012	NT	LEXIS				T:04741	#s found. The mailing address goes to a Social
1/10/2012	NT	LEXIS				T:04741	Services Facility. Since prop is vacant, it's
1/10/2012	NT	LEXIS				T:04741	probable that brwr has been moved into a
1/10/2012	NT	LEXIS				T:04741	retirement home. Unable to locate # for
1/10/2012	NT	LEXIS				T:04741	facility. kyaryan 2148742173
1/11/2012	DM					T:04741	NO GOOD NUMBERS ON FILE; NO LUCK VIA LEXIS.
1/11/2012	DM					T:04741	KYARYAN 2148742173
1/11/2012	DM					T:04741	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
1/12/2012	DM					T:04741	NO GOOD NUMBERS ON FILE; NO LUCK VIA LEXIS.
1/12/2012	DM					T:04741	KYARYAN 2148742173
1/12/2012	DM					T:04741	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
1/13/2012	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
1/13/2012	FSV		0	00	1	T:00000	INSP TYPE D ORDERED; REQ CD =AUTO DELO
1/13/2012	DM					T:04741	NO GOOD NUMBERS ON FILE; NO LUCK VIA LEXIS.
1/13/2012	DM					T:04741	KYARYAN 2148742173
1/13/2012	DM					T:04741	ACTION/RESULT CD CHANGED FROM BRIP TO BRIP
1/14/2012	NT	FSV				T:19190	Fell in Q 501, Acc in FCL, Property already
1/14/2012	NT	FSV				T:19190	secured. Will Monitor, Sriram, 19190.
1/14/2012	PPT						VAC-PROPERTY SECURE (501) COMPLETED 01/14/12
1/14/2012	PPT						Mtr
1/14/2012	PPT						TASK:0002-FSV-CHANGD FUPDT 02/10/12
1/17/2012	DM					T:04741	NO GOOD NUMBERS ON FILE; NO LUCK VIA LEXIS.
1/17/2012	DM					T:04741	KYARYAN 2148742173
1/17/2012	DM					T:04741	ACTION/RESULT CD CHANGED FROM OASK TO BRIP
1/18/2012	NT	APSL				T:13122	Account sent to Allison Payment System
1/18/2012	NT	APSL				T:13122	to send no cnict ltr.
1/18/2012	NT	FSV				T:13104	<a href="#">MCR#585968r@p.01/05/12 No Loss Draft opened.</a>
1/18/2012	NT	FSV				T:13104	Madhu 13104
1/18/2012	NT	FSV				T:13104	CON..
1/18/2012	NT	FSV				T:13104	Also submitted bid to remove 8 cubic yards
1/18/2012	NT	FSV				T:13104	interior debris: plastic bags, wood debris,
1/18/2012	NT	FSV				T:13104	papers, cot, plunger, wires, trash. Submitted bid
1/18/2012	NT	FSV				T:13104	to repair broken door jamb as requested. Also
1/18/2012	NT	FSV				T:13104	submitted bid to change locks once door jamb
1/18/2012	NT	FSV				T:13104	fixed. Submitted bids to re-glaze windows as
1/18/2012	NT	FSV				T:13104	requested.
1/18/2012	NT	FSV				T:13104	MADHU 13104
1/18/2012	NT	FSV				T:13104	CON..
1/18/2012	NT	FSV				T:13104	house. One door was wide open to main house. Both
1/18/2012	NT	FSV				T:13104	doors to shed were wide open & 2 windows were
1/18/2012	NT	FSV				T:13104	busted out. Added lock & hasp to single shed door.
1/18/2012	NT	FSV				T:13104	Added lock & hasp to double shed door fixed lock &
1/18/2012	NT	FSV				T:13104	hasp to main entrance of house (no knob lock
1/18/2012	NT	FSV				T:13104	available, door kicked in so door jamb broken).
1/18/2012	NT	FSV				T:13104	Boarded up broken front window of main house 4x6.
1/18/2012	NT	FSV				T:13104	Boarded up small window of shed 2x3. Boarded up
1/18/2012	NT	FSV				T:13104	medium sized window of shed 2x3. We boarded all
1/18/2012	NT	FSV				T:13104	windows with plywood & added 3 lock & hasps each
1/18/2012	NT	FSV				T:13104	to all 3 doors that were broken open.
1/18/2012	NT	FSV				T:13104	MCR JB #_585968_FROM_Re-secure
1/18/2012	NT	FSV				T:13104	ORD_12/27/11_CMPLTED_01/05/12_RECVD_01/18/12
1/18/2012	NT	FSV				T:13104	UTIL_OFF_GAS_OFF_ELEC_OFF_SUMPPUMP_OFF
1/18/2012	NT	FSV				T:13104	DMGS_NO_AMT_NO
1/18/2012	NT	FSV				T:13104	L/DRAFT_NO_O/A TO FLLW_NO
1/18/2012	NT	FSV				T:13104	WORK CMPLTD_Upon arrival discovered one
1/18/2012	NT	FSV				T:13104	REP COMMENTS_front window was broken of main
1/18/2012	NT	ENDBD				T:25102	End of Balance Sheet Campaign segmentation due to
1/18/2012	NT	ENDBD				T:25102	lexis note - no valid numbers.
1/18/2012	NT	FSV				T:14853	RCVD O/A ID# 585968 Rep @ prp 01/05/12
1/18/2012	NT	FSV				T:14853	1 Need to remove pla 8 @ \$ 50.00 = \$ 400.00
1/18/2012	NT	FSV				T:14853	2 Qty: 1, Size: 48"x 1 @ \$ 208.76 = \$ 208.76
1/18/2012	NT	FSV				T:14853	3 Qty: 1, Size: 24"x 1 @ \$ 100.27 = \$ 100.27
1/18/2012	NT	FSV				T:14853	4 Qty: 1, Size: 24"x 1 @ \$ 100.27 = \$ 100.27
1/18/2012	NT	FSV				T:14853	5 need to fix back d 1 @ \$ 120.00 = \$ 120.00

1/18/2012	NT	FSV				T:14853	6 change deadbolt & 1 @ \$ 60.00 = \$ 60.00
1/18/2012	NT	FSV				T:14853	Estimated total: \$989.20
1/18/2012	NT	FSV				T:14853	Marshallgarage
1/19/2012	NT	SKIP				T:13121	to Declaration Pg 79 of 100
1/19/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
1/23/2012	NT	FSV				T:19185	OA from W/O # 231585968 , Denied all , Nag,19185.
1/23/2012	PPT						mtr
1/23/2012	PPT						TASK:0002-FSV-CHANGD FUPDT 02/21/12
1/23/2012	PPT						O/A ID# 585968 (9027) COMPLETED 01/23/12
1/23/2012	NT	SKIP				T:13121	Account sent to Penncro.
1/24/2012	NT	SKIP				T:13486	Account sent to Penncro.
1/25/2012	NT	SKIP				T:03095	Account sent to Penncro.
1/26/2012	FSV		0	00	1	T:00000	INSP TP D RESULTS RCVD; ORD DT=01/13/12
1/26/2012	NT	SKIP				T:13122	Account sent to Penncro.
1/26/2012	BKR						BANKRUPTCY C1 CHANGED FROM 0131925 TO 0012468
1/26/2012	BKR						BANKRUPTCY C2 CHANGED FROM 0012468 TO 0012503
1/26/2012	BKR						BANKRUPTCY C3 CHANGED FROM 0012503 TO 0131925
1/26/2012	FOR						FORECLOSURE C1 CHANGED FROM 0131925 TO 0012468
1/26/2012	FOR						FORECLOSURE C2 CHANGED FROM 0012468 TO 0012503
1/26/2012	FOR						FORECLOSURE C3 CHANGED FROM 0012503 TO 0131925
1/26/2012	BKR						BANKRUPTCY C1 CHANGED FROM 0012468 TO 0131925
1/26/2012	BKR						BANKRUPTCY C2 CHANGED FROM 0012503 TO 0012468
1/26/2012	BKR						BANKRUPTCY C3 CHANGED FROM 0131925 TO 0012503
1/26/2012	FOR						FORECLOSURE C1 CHANGED FROM 0012468 TO 0131925
1/26/2012	FOR						FORECLOSURE C2 CHANGED FROM 0012503 TO 0012468
1/26/2012	FOR						FORECLOSURE C3 CHANGED FROM 0131925 TO 0012503
1/27/2012	NT	SKIP				T:13486	Account sent to Penncro.
1/30/2012	NT	SKIP				T:13121	Account sent to Penncro.
1/31/2012	NT	SKIP				T:13122	Account sent to Penncro.
2/1/2012	NT	SKIP				T:03095	Account sent to Penncro.
2/2/2012	DM					T:00000	EARLY IND: SCORE 263 MODEL EI90S
2/9/2012	LMT						LMT BPO/APPRaisal REC ADDED
2/13/2012	FSV		0	00	1	T:00000	INSP TYPE D ORDERED; REQ CD =AUTO DELQ
2/17/2012	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
2/20/2012	NT	WACRT				T:01601	WA certified letter sent and imaged.
2/21/2012	D28		0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628
2/22/2012	NT	FSV				T:19190	Recvd on 2# Task, Acct in COIL,Wint Not
2/22/2012	NT	FSV				T:19190	Completed,Ordered Wint Monitoring For
2/22/2012	NT	FSV				T:19190	Results..Sriram,19190
2/22/2012	PPT						Mtr
2/22/2012	PPT						TASK:2501-FSV-CHANGD FUPDT 03/06/12
2/22/2012	PPT						START WINTERIZATION (2500) COMPLETED 02/22/12
2/22/2012	PPT						Mtr
2/22/2012	PPT						TASK:0002-FSV-CHANGD FUPDT 03/21/12
2/23/2012	FSV		0	00	1	T:00000	INSP TP D RESULTS RCVD; ORD DT=02/13/12
2/23/2012	NT	FSV				T:14855	Received on Vacant Open Report from CLFS, Acct in
2/23/2012	NT	FSV				T:14855	COL_Rep @ Prop on 02/21/2012. Wint in process,
2/23/2012	NT	FSV				T:14855	Monitor for Results, *Ravi-14855.
2/24/2012	PPT						mtr
2/24/2012	PPT						TASK:2501-FSV-CHANGD FUPDT 03/09/12
2/24/2012	NT	FSV				T:31371	Rec'd on FTV report from CLFS. Acct in COL_Rep at
2/24/2012	NT	FSV				T:31371	Prop on 02/21/12.Found Vacant/Open. Wint is
2/24/2012	NT	FSV				T:31371	Inprocess. Monitor for results. Sandya 31371
2/29/2012	PPT						MTR
2/29/2012	PPT						TASK:0501-FSV-CHANGD FUPDT 03/14/12
2/29/2012	PPT						VAC-ORDERED SECURING (500) COMPLETED 02/29/12
2/29/2012	PPT						PROPERTY WINTERIZED (2501) COMPLETED 02/29/12
2/29/2012	PPT						MTR
2/29/2012	PPT						TASK:0002-FSV-CHANGD FUPDT 03/26/12
2/29/2012	NT	FSV				T:02368	MCR # 767092 , R@P 02/27/12,
2/29/2012	NT	FSV				T:02368	No Loss Draft Opened ,Jaffar-2368
2/29/2012	NT	FSV				T:02368	MCR JB # ,767092 ,FROM Winterization Only
2/29/2012	NT	FSV				T:02368	ORD_02/22/12_CMPLTD_02/27/12_RECVD_02/29/12
2/29/2012	NT	FSV				T:02368	UTIL_ON_GAS_ON_ELEC_ON_SUMPUMP_OFF
2/29/2012	NT	FSV				T:02368	DMGS_NO_AMT_NO
2/29/2012	NT	FSV				T:02368	L/DRAFT_NO_O/A TO FLLW_NO
2/29/2012	NT	FSV				T:02368	WORK CMPLTD_Property Occupied.
2/29/2012	NT	FSV				T:02368	Two people were sleeping inside.
2/29/2012	NT	FSV				T:02368	REP COMMENTS_JAFFAR-2368.
3/1/2012	NT	LMEAP				T:02574	FCL Referral Delay due to Account in review under
3/1/2012	NT	LMEAP				T:02574	AG Settlement Eligibility determination. Approval
3/1/2012	NT	LMEAP				T:02574	Good Through: 6/3/2012
3/1/2012	CIT	COL22				T:02574	048 NEW CIT 828; FCL Referral Delay due to Account
3/1/2012	CIT	COL22				T:02574	in review under AG Settlement Eligibility
3/1/2012	CIT	COL22				T:02574	determination. Approval Good Through: 6/3/2012
3/1/2012	CIT	COL22				T:02574	047 NEW CIT 33; FCL Referral Delay due to Account
3/1/2012	CIT	COL22				T:02574	in review under AG Settlement Eligibility
3/1/2012	CIT	COL22				T:02574	determination. Approval Good Through: 6/3/2012
3/2/2012	DM					T:00000	EARLY IND: SCORE 354 MODEL EI90S
3/2/2012	BKR						BANKRUPTCY C1 CHANGED FROM 0131925 TO 0012468
3/2/2012	BKR						BANKRUPTCY C2 CHANGED FROM 0012468 TO 0012503
3/2/2012	BKR						BANKRUPTCY C3 CHANGED FROM 0012503 TO 0131925
3/2/2012	FOR						FORECLOSURE C1 CHANGED FROM 0131925 TO 0012468
3/2/2012	FOR						FORECLOSURE C2 CHANGED FROM 0012468 TO 0012503
3/2/2012	FOR						FORECLOSURE C3 CHANGED FROM 0012503 TO 0131925
3/2/2012	BKR						BANKRUPTCY C1 CHANGED FROM 0012468 TO 0131925
3/2/2012	BKR						BANKRUPTCY C2 CHANGED FROM 0012503 TO 0012468
3/2/2012	BKR						BANKRUPTCY C3 CHANGED FROM 0131925 TO 0012503
3/2/2012	FOR						FORECLOSURE C1 CHANGED FROM 0012468 TO 0131925
3/2/2012	FOR						FORECLOSURE C2 CHANGED FROM 0012503 TO 0012468
3/2/2012	FOR						FORECLOSURE C3 CHANGED FROM 0131925 TO 0012503
3/9/2012	NT	NO031				T:20815	Cannot refer, state required letter not
3/9/2012	NT	NO031				T:20815	expired
3/14/2012	FSV		0	00	1	T:00000	INSP TYPE D ORDERED; REQ CD =AUTO DELQ
3/15/2012	NT	FSV				T:19187	Fell in Q 501, acc in Col, Breach expired, prop
3/15/2012	NT	FSV				T:19187	status is occupied, will mtr, Ragini,19187
3/15/2012	PPT						mtr
3/15/2012	PPT						TASK:0501-FSV-CHANGD FUPDT 04/11/12
3/15/2012	PPT						mtr
3/15/2012	PPT						TASK:0002-FSV-CHANGD FUPDT 04/11/12
3/16/2012	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
3/16/2012	DM					T:01039	BREACH HOLD PLACED-EXPIRATION DATE 01/13/13
3/19/2012	NT	HFIS				T:22295	HOPE Letter sent to borrowers inviting
3/19/2012	NT	HFIS				T:22295	them to attend a workshop with Jonathan
3/19/2012	NT	HFIS				T:22295	Kaminsky and Mike Bias on March 31st

3/19/2012	NT	HFIS				T:22295	from 9am - 2pm at The Tacoma Urban League #555 S Yakima Street
3/19/2012	NT	HFIS				T:22295	League #555 S Yakima Street
3/19/2012	NT	HFIS				T:22295	Tacoma Wt 36465- No appts needed.
3/20/2012	D28		0	DT	8	T:22295	BILLING STATEMENT FROM REPORT R628
3/21/2012	NT	APSL				T:16295	Account sent to Allison Payment System
3/21/2012	NT	APSL				T:16295	Inc. to send no cntct ltr.
3/21/2012	NT	FEDEX				T:25101	*FedEx tracking information sent 3/20/12, Tracking # 52693323144*
3/21/2012	NT	FEDEX				T:25101	
4/2/2012	NT	FSV				T:31372	Rec'd on Vacant Open report , acct in Coll,
4/2/2012	NT	FSV				T:31372	At Property on 03/31/12 found Vacant Open. Ordered
4/2/2012	NT	FSV				T:31372	Re-Secure. Mtr for results.Chakrapani-31372
4/2/2012	PPT						mtr
4/2/2012	PPT						TASK:0002-FSV-CHANGD FUPDT 05/01/12
4/2/2012	PPT						mtr
4/2/2012	PPT						TASK:0501-FSV-CHANGD FUPDT 04/13/12
4/3/2012	FSV		0	00	1	T:00000	INSP TP D RESULTS RCVD; ORD DT=03/14/12
4/3/2012	NT	SKIP				T:13486	Account sent to Penncro.
4/5/2012	NT	SKIP				T:13121	Account sent to Penncro.
4/6/2012	NT	SKIP				T:18354	CC CC HP-2069223525 DC RECORDING NO
4/6/2012	NT	SKIP				T:18354	LONGER IN SERVICE PENNCRO
4/6/2012	NT	SKIP				T:13121	Account sent to Penncro.
4/7/2012	NT	SKIP				T:03095	Account sent to Penncro.
4/9/2012	NT	FSV				T:13104	<a href="#">MCR#392494r@p04/06/2012 No Loss Draft opened.</a>
4/9/2012	NT	FSV				T:13104	Single occupied will monitor. Madhu 13104
4/9/2012	PPT						Single Occupied
4/9/2012	PPT						TASK:0501-FSV-CHANGD FUPDT 05/06/12
4/9/2012	PPT						Single Occupied
4/9/2012	PPT						TASK:0002-FSV-CHANGD FUPDT 05/07/12
4/9/2012	NT	FSV				T:13104	CON..
4/9/2012	NT	FSV				T:13104	access to property found two very intoxicated men
4/9/2012	NT	FSV				T:13104	inside the lot. Proceeded to leave property and
4/9/2012	NT	FSV				T:13104	not continue work. No work done.
4/9/2012	NT	FSV				T:13104	MADHU 13104
4/9/2012	NT	FSV				T:13104	MCR JB # .392494_FROM_Re-secure
4/9/2012	NT	FSV				T:13104	ORD_04/02/12_CMLPTD_04/06/12_RECVD_04/09/12
4/9/2012	NT	FSV				T:13104	UTIL_OFF_GAS_OFF_ELEC_OFF_SUMPPUMP_OFF
4/9/2012	NT	FSV				T:13104	DMGS_NO_AMT_NO
4/9/2012	NT	FSV				T:13104	L/DRAFT_NO_O/A TO FLLW_NO
4/9/2012	NT	FSV				T:13104	WORK CMLPTD_Work not completed
4/9/2012	NT	FSV				T:13104	REP COMMENTS_per work order, upon gaining
4/9/2012	NT	SKIP				T:13121	Account sent to Penncro.
4/11/2012	NT	SKIP				T:13122	Account sent to Penncro.
4/12/2012	BKR						BANKRUPTCY C1 CHANGED FROM 0131925 TO 0012468
4/12/2012	BKR						BANKRUPTCY C2 CHANGED FROM 0012468 TO 0012503
4/12/2012	BKR						BANKRUPTCY C3 CHANGED FROM 0012503 TO 0131925
4/12/2012	FOR						FORECLOSURE C1 CHANGED FROM 0131925 TO 0012468
4/12/2012	FOR						FORECLOSURE C2 CHANGED FROM 0012468 TO 0012503
4/12/2012	FOR						FORECLOSURE C3 CHANGED FROM 0012503 TO 0131925
4/12/2012	BKR						BANKRUPTCY C1 CHANGED FROM 0012468 TO 0131925
4/12/2012	BKR						BANKRUPTCY C2 CHANGED FROM 0012503 TO 0012468
4/12/2012	BKR						BANKRUPTCY C3 CHANGED FROM 0131925 TO 0012503
4/12/2012	FOR						FORECLOSURE C1 CHANGED FROM 0012468 TO 0131925
4/12/2012	FOR						FORECLOSURE C2 CHANGED FROM 0012503 TO 0012468
4/12/2012	FOR						FORECLOSURE C3 CHANGED FROM 0131925 TO 0012503
4/12/2012	NT	SKIP				T:13121	Account sent to Penncro.
4/13/2012	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
4/13/2012	CBR		0	00	1	T:00000	CHANGE IN PRIMARY BORROWERS ADDR
4/13/2012	FSV		0	00	1	T:00000	INSP TYPE D ORDERED; REQ CD =AUTO DELQ
4/13/2012	NT	SKIP				T:22842	Account sent to Penncro.
4/14/2012	NT	SKIP				T:11664	Account sent to Penncro.
4/16/2012	NT	SKIP				T:13121	Account sent to Penncro.
4/18/2012	NT	SKIP				T:13121	Account sent to Penncro.
4/19/2012	NT	APSL				T:13122	Account sent to Allison Payment System
4/19/2012	NT	APSL				T:13122	Inc. to send no cntct ltr.
4/19/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
4/20/2012	NT	HFIS				T:22295	HOPE letter sent to borrower inviting
4/20/2012	NT	HFIS				T:22295	them to attend a face to face meeting
4/20/2012	NT	HFIS				T:22295	with Jonathan Kaminsky May 12th from 8am
4/20/2012	NT	HFIS				T:22295	-5pm General Office Building 500 SE
4/20/2012	NT	HFIS				T:22295	Everett Mall Way #B200 Everett, WA 98208
4/20/2012	NT	HFIS				T:22295	Appts can be made by calling 800-799-
4/20/2012	NT	HFIS				T:22295	9266 or by visiting
4/20/2012	NT	HFIS				T:22295	<a href="http://www.everett.timetrade.com">www.everett.timetrade.com</a>
4/24/2012	NT	FEDEX				T:25101	*FedEx tracking information sent 04/23/12,
4/24/2012	NT	FEDEX				T:25101	Tracking # 526960070710*
4/27/2012	FSV		0	00	1	T:00000	INSP TP D RESULTS RCVD; ORD DT=04/13/12
4/27/2012	NT	FSV				T:02367	Received on Vacant Open Report from CLFS, Acct in
4/27/2012	NT	FSV				T:02367	coll, Rep @ Prop. 04/25/2012 , Found Vacant/Open,
4/27/2012	NT	FSV				T:02367	Resecure Ordered, Monitor for results
4/27/2012	NT	FSV				T:02367	-Suhasini-2367
4/27/2012	PPT						Resecure Orderd mtr for results
4/27/2012	PPT						TASK:0501-FSV-CHANGD FUPDT 05/10/12
4/27/2012	PPT						Resecure Orderd mtr for results
4/27/2012	PPT						TASK:0002-FSV-CHANGD FUPDT 05/25/12
5/2/2012	DM					T:00000	EARLY IND: SCORE 354 MODEL EI90S
5/7/2012	NT	FSV				T:13104	<a href="#">MCR#967732r@p 05/03/12 No Loss Draft opened.</a>
5/7/2012	NT	FSV				T:13104	Madhu 13104
5/7/2012	PPT						VAC-PROPERTY SECURE (501) COMPLETED 05/07/12
5/7/2012	NT	FSV				T:13104	CON..
5/7/2012	NT	FSV				T:13104	Door had been kicked in and door frame is damaged
5/7/2012	NT	FSV				T:13104	so there was no need to install a knob lock and
5/7/2012	NT	FSV				T:13104	deadbolt. Front door windows are boarded. Property
5/7/2012	NT	FSV				T:13104	is now secure. Bids submitted. Labeled photos for
5/7/2012	NT	FSV				T:13104	removal of appliances as missing appliances.
5/7/2012	NT	FSV				T:13104	MADHU 13104
5/7/2012	NT	FSV				T:13104	MCR JB # .967732_FROM_ Re-secure
5/7/2012	NT	FSV				T:13104	ORD_04/27/12_CMLPTD_05/03/12_RECVD_05/07/12
5/7/2012	NT	FSV				T:13104	UTIL_OFF_GAS_OFF_ELEC_OFF_SUMPPUMP_OFF
5/7/2012	NT	FSV				T:13104	DMGS_NO_AMT_NO
5/7/2012	NT	FSV				T:13104	L/DRAFT_NO_O/A TO FLLW_YES
5/7/2012	NT	FSV				T:13104	WORK CMLPTD_Installed A389 padlock and hasp on
5/7/2012	NT	FSV				T:13104	REP COMMENTS_secondary door in order to secure.
5/7/2012	PPT						MTR
5/7/2012	PPT						TASK:0002-FSV-CHANGD FUPDT 06/04/12
5/7/2012	NT	FSV				T:26713	RCVD O/A ID# 967732 Rep @ Prp 05/03/12

5/7/2012	NT	FSV				T:26713	1 Remove paper trash 3 @ \$ 50.00 = \$ 150.00
5/7/2012	NT	FSV				T:26713	2 Repair 20"x30" hole 1 @ \$ 4 500.00 = \$ 4500.00
5/7/2012	NT	FSV				T:26713	3 Remove ball meshier 1 @ \$ 150.00 = \$ 150.00
5/7/2012	NT	FSV				T:26713	5 Grass cut: 100'x166 1 @ \$ 145.00 = \$ 145.00
5/7/2012	NT	FSV				T:26713	Estimate Total: \$2,085.00
5/7/2012	NT	FSV				T:26713	Ganesh
5/8/2012	CIT	COL22				T:02057	049 NEW CIT 33; FCL Referral Delay due to Account
5/8/2012	CIT	COL22				T:02057	in review under AG Settlement Eligibility
5/8/2012	CIT	COL22				T:02057	determination. Approval Good Through: 1/1/2013
5/8/2012	CIT	COL22				T:02057	047 DONE 05/08/12 BY TLR 02057
5/8/2012	CIT	COL22				T:02057	TSK TYP 033-FNMA DELAY APPR
5/9/2012	CIT	COL22				T:02574	050 NEW CIT 828; FCL Referral Delay due to Account
5/9/2012	CIT	COL22				T:02574	in review under AG Settlement Eligibility
5/9/2012	CIT	COL22				T:02574	determination. Approval Good Through: 1/1/2013
5/9/2012	CIT	COL22				T:02574	048 DONE 05/09/12 BY TLR 02574
5/9/2012	CIT	COL22				T:02574	TSK TYP 828-LM DO NOT REFER
5/10/2012	ET		0	0	0		ARM CHANGE NOTICE SCHEDULED FOR 05/11/12
5/11/2012	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
5/14/2012	FSV		0	00	1	T:00000	INSP TYPE D ORDERED; REQ CD =AUTO DELQ
5/14/2012	D19		0	04	8		ARM CHANGE NOTICE CREATED - LETTER
5/15/2012	NT	FSV				T:19194	oa from w/o 233967732 approved item no.5 for
5/15/2012	NT	FSV				T:19194	initial grass cut to \$145.00, Ali 19194
5/15/2012	PPT						O/A ID# 967732 (9028) COMPLETED 05/15/12
5/15/2012	PPT						mtr
5/15/2012	PPT						TASK:0002-FSV-CHANGD FUPDT 06/11/12
5/16/2012	BKR						BANKRUPTCY C1 CHANGED FROM 0131925 TO 0012468
5/16/2012	BKR						BANKRUPTCY C2 CHANGED FROM 0012468 TO 0012503
5/16/2012	BKR						BANKRUPTCY C3 CHANGED FROM 0012503 TO 0131925
5/16/2012	FOR						FORECLOSURE C1 CHANGED FROM 0131925 TO 0012468
5/16/2012	FOR						FORECLOSURE C2 CHANGED FROM 0012468 TO 0012503
5/16/2012	FOR						FORECLOSURE C3 CHANGED FROM 0012503 TO 0131925
5/16/2012	BKR						BANKRUPTCY C1 CHANGED FROM 0012468 TO 0131925
5/16/2012	BKR						BANKRUPTCY C2 CHANGED FROM 0012503 TO 0012468
5/16/2012	BKR						BANKRUPTCY C3 CHANGED FROM 0131925 TO 0012503
5/16/2012	FOR						FORECLOSURE C1 CHANGED FROM 0012468 TO 0131925
5/16/2012	FOR						FORECLOSURE C2 CHANGED FROM 0012503 TO 0012468
5/16/2012	FOR						FORECLOSURE C3 CHANGED FROM 0131925 TO 0012503
5/21/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
5/23/2012	NT	APSL				T:13122	Account sent to Allison Payment
5/23/2012	NT	APSL				T:13122	System Inc, to send no cntct ltr.
5/24/2012	FSV		0	00	1	T:00000	INSP TP D RESULTS RCVD; ORD DT=05/14/12
5/24/2012	NT	FSV				T:02367	amount, please see bid. Gras height over 39 inches
5/24/2012	NT	FSV				T:02367	tall, grass cut cannot be cut due to grass height
5/24/2012	NT	FSV				T:02367	of 39 inches tall, bid submitted through repair
5/24/2012	NT	FSV				T:02367	base
5/24/2012	NT	FSV				T:02367	Suhasini-2367
5/24/2012	NT	FSV				T:02367	MCR JB # .260495_FROM_Estimate Approval
5/24/2012	NT	FSV				T:02367	ORD_05/15/12_CMPLTD_05/21/12_RECVD_05/24/12
5/24/2012	NT	FSV				T:02367	UTIL_OFF_GAS_OFF_ELEC_OFF_SUMPPUMP_OFF
5/24/2012	NT	FSV				T:02367	DMGS_NO_AMT_NO
5/24/2012	NT	FSV				T:02367	LDRAFT_NO_O/A TO FLLW_YES
5/24/2012	NT	FSV				T:02367	WORK CMPLTD_Unable to complete grass
5/24/2012	NT	FSV				T:02367	REP COMMENTS_cut for the approved
5/24/2012	NT	FSV				T:02367	MCR # 260495 , R@P 05/21/12
5/24/2012	NT	FSV				T:02367	No Loss Draft Opened, Suhasini-2367
5/24/2012	PPT						mtr
5/24/2012	PPT						TASK:0002-FSV-CHANGD FUPDT 06/20/12
5/24/2012	NT	FSV				T:26709	RCVD O/A ID# 260495 Rep @ Prp 05/21/12
5/24/2012	NT	FSV				T:26709	1 Grass cut 100'x58' 1 @ \$ 232.50 = \$ 232.50
5/24/2012	NT	FSV				T:26709	Estimate Total: \$232.50
5/24/2012	NT	FSV				T:26709	Srinu 26709.
5/31/2012	PPT						Mtr
5/31/2012	PPT						TASK:9029-FSV-CHANGD FUPDT 06/01/12
6/4/2012	DM					T:00000	EARLY IND: SCORE 354 MODEL E190S
6/4/2012	NT	AGEND				T:20312	AG Consumer Relief: Borrower Ineligible due to
6/4/2012	NT	AGEND				T:20312	LTV/CLTV
6/5/2012	DM					T:01039	BREACH HOLD REMOVED MANUALLY
6/5/2012	CIT	COL22				T:02057	050 DONE 06/05/12 BY TLR 02057
6/5/2012	CIT	COL22				T:02057	TSK TYP 828-LM DO NOT REFER
6/7/2012	NT	FSV				T:19194	oa from w/o 234260495 special request opened for
6/7/2012	NT	FSV				T:19194	initial grass cut due to bid expired, mtr for
6/7/2012	NT	FSV				T:19194	results, Ali 19194
6/7/2012	PPT						mtr
6/7/2012	PPT						TASK:9029-FSV-CHANGD FUPDT 06/13/12
6/7/2012	PPT						mtr
6/7/2012	PPT						TASK:0002-FSV-CHANGD FUPDT 07/03/12
6/13/2012	FSV		0	00	1	T:00000	INSP TYPE D ORDERED; REQ CD =AUTO DELQ
6/14/2012	NT	FSV				T:26713	RCVD O/A ID# 773311 Rep @ Prp 06/12/12
6/14/2012	NT	FSV				T:26713	1 Grass Cut 7 @ \$ 80.00 = \$ 560.00
6/14/2012	NT	FSV				T:26713	2 Grass Cut 1 @ \$ 232.70 = \$ 232.70
6/14/2012	NT	FSV				T:26713	Estimate Total: \$792.70
6/14/2012	NT	FSV				T:26713	Ganesh
6/14/2012	NT	FSV				T:23395	MCR # 773311, R@P 06/12/12
6/14/2012	NT	FSV				T:23395	No Loss Draft Opened,Prasad 23395
6/14/2012	PPT						mtr
6/14/2012	PPT						TASK:0002-FSV-CHANGD FUPDT 07/11/12
6/14/2012	NT	FSV				T:23395	MCR JB # .773311_FROM_Special Request (Preservation
6/14/2012	NT	FSV				T:23395	ORD_06/07/12_CMPLTD_06/12/12_RECVD_06/14/12
6/14/2012	NT	FSV				T:23395	UTIL_off_GAS_off_ELEC_off_SUMPPUMP_off
6/14/2012	NT	FSV				T:23395	DMGS_no_AMT_no
6/14/2012	NT	FSV				T:23395	LDRAFT_no_O/A TO FLLW_yes
6/14/2012	NT	FSV				T:23395	WORK CMPLTD_Estimate for Preservation -
6/14/2012	NT	FSV				T:23395	submitted bids for initial grass cut lot
6/14/2012	NT	FSV				T:23395	size 5800 sqft. with grass over growth to 54
6/14/2012	NT	FSV				T:23395	REP COMMENTS_Prasad 23395
6/15/2012	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
6/15/2012	BKR						BANKRUPTCY C1 CHANGED FROM 0131925 TO 0012468
6/15/2012	BKR						BANKRUPTCY C2 CHANGED FROM 0012468 TO 0012503
6/15/2012	BKR						BANKRUPTCY C3 CHANGED FROM 0012503 TO 0131925
6/15/2012	FOR						FORECLOSURE C1 CHANGED FROM 0131925 TO 0012468
6/15/2012	FOR						FORECLOSURE C2 CHANGED FROM 0012468 TO 0012503
6/15/2012	FOR						FORECLOSURE C3 CHANGED FROM 0012503 TO 0131925
6/15/2012	BKR						BANKRUPTCY C1 CHANGED FROM 0012468 TO 0131925
6/15/2012	BKR						BANKRUPTCY C2 CHANGED FROM 0012503 TO 0012468

6/15/2012	BKR						BANKRUPTCY C3 CHANGED FROM 0131925 TO 0012503
6/15/2012	FOR						FORECLOSURE C1 CHANGED FROM 0012468 TO 0131925
6/15/2012	FOR						FORECLOSURE C2 CHANGED FROM 0012468 TO 0131925
6/15/2012	FOR						FORECLOSURE C3 CHANGED FROM 0012503 TO 0131925
6/19/2012	NT	SKIP					T:16295 Account sent to Penncro.
6/19/2012	NT	FSV					T:19197 O/A from W/O 234260495 Closed out the task, Due to
6/19/2012	NT	FSV					T:19197 Bid Expired, sravanthi 19197
6/19/2012	PPT						Mtr
6/19/2012	PPT						TASK:0002-FSV-CHANGD FUPDT 07/13/12
6/19/2012	PPT						O/A ID# 260495 (9029) COMPLETED 06/19/12
6/19/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
6/20/2012	NT	SKIP					T:22842 Account sent to Penncro.
6/21/2012	NT	FSV					T:19194 oa from w/o 234773311 modified and approved item
6/21/2012	NT	FSV					T:19194 no.2 for initial grass cut to \$100.00, Ali 19194
6/21/2012	PPT						O/A ID# 773311 (9030) COMPLETED 06/21/12
6/21/2012	PPT						mtr
6/21/2012	PPT						TASK:0002-FSV-CHANGD FUPDT 07/19/12
6/21/2012	NT	APSL					T:13122 Account sent to Allison Payment System
6/21/2012	NT	APSL					T:13122 Inc, to send no contact letter
6/21/2012	NT	SKIP					T:22842 Account sent to Penncro.
6/22/2012	NT	SKIP					T:01562 Account sent to Penncro.
6/25/2012	NT	SKIP					T:03095 Account sent to Penncro.
6/26/2012	FSV		0	00	1		T:00000 INSP TP D RESULTS RCVD; ORD DT=06/13/12
6/27/2012	CIT	COL22					T:02057 049 DONE 06/27/12 BY TLR 02057
6/27/2012	CIT	COL22					T:02057 TSK TYP 033-FNMA DELAY APPR
6/27/2012	NT	SKIP					T:13122 Account sent to Penncro.
6/28/2012	NT	FSV					T:19183 MCR # 119105, R@P 06/27/12
6/28/2012	NT	FSV					T:19183 No Loss Draft Opened,Balaji- 19183
6/28/2012	NT	FSV					T:19183 bid to remove 1 cubic yard exterior debris.
6/28/2012	NT	FSV					T:19183 balaji 19183
6/28/2012	NT	FSV					T:19183 MCR JB # _119105_FROM_Estimate Approval
6/28/2012	NT	FSV					T:19183 ORD_06/22/12_CMPLTD_06/27/12_RECVD_06/28/12
6/28/2012	NT	FSV					T:19183 UTIL_off_GAS_off_ELEC_off_SUMPPUMP_off
6/28/2012	NT	FSV					T:19183 DMGS_no_AMT_no
6/28/2012	NT	FSV					T:19183 L/DRAFT_no_O/A TO FLLW_no
6/28/2012	NT	FSV					T:19183 WORK CMPLTD_Grass cut completed
6/28/2012	NT	FSV					T:19183 REP COMMENTS_per bid approval. Submitted
6/28/2012	PPT						Mtr
6/28/2012	PPT						TASK:0002-FSV-CHANGD FUPDT 07/26/12
6/28/2012	NT	FSV					T:19190 RCVD O/A ID# 119105 Rep @ Prp 06/27/12
6/28/2012	NT	FSV					T:19190 1 Need to remove pla 1 @ \$ 50.00 = \$ 50.00
6/28/2012	NT	FSV					T:19190 Estimate Total: \$50.00
6/28/2012	NT	FSV					T:19190 Sriram
6/28/2012	NT	SKIP					T:22842 Account sent to Penncro.
7/2/2012	BKR						BANKRUPTCY C1 CHANGED FROM 0131925 TO 0012468
7/2/2012	BKR						BANKRUPTCY C2 CHANGED FROM 0012468 TO 0012503
7/2/2012	BKR						BANKRUPTCY C3 CHANGED FROM 0012503 TO 0131925
7/2/2012	FOR						FORECLOSURE C1 CHANGED FROM 0131925 TO 0012468
7/2/2012	FOR						FORECLOSURE C2 CHANGED FROM 0012468 TO 0012503
7/2/2012	FOR						FORECLOSURE C3 CHANGED FROM 0012503 TO 0131925
7/2/2012	BKR						BANKRUPTCY C1 CHANGED FROM 0012468 TO 0131925
7/2/2012	BKR						BANKRUPTCY C2 CHANGED FROM 0012503 TO 0012468
7/2/2012	BKR						BANKRUPTCY C3 CHANGED FROM 0131925 TO 0012503
7/2/2012	FOR						FORECLOSURE C1 CHANGED FROM 0012468 TO 0131925
7/2/2012	FOR						FORECLOSURE C2 CHANGED FROM 0012503 TO 0012468
7/2/2012	FOR						FORECLOSURE C3 CHANGED FROM 0131925 TO 0012503
7/5/2012	PPT						O/A ID# 119105 (9031) COMPLETED 07/05/12
7/5/2012	PPT						mtr
7/5/2012	PPT						TASK:0002-FSV-CHANGD FUPDT 08/01/12
7/5/2012	NT	FSV					T:19191 Working on OA from w/o # 235119105, Denied due to
7/5/2012	NT	FSV					T:19191 debris, Srikanth 19191
7/11/2012	NT	ST1ST					T:08104 WA NOTICE OF PRE FCL OPTNS SENT FIRST
7/11/2012	NT	ST1ST					T:08104 CLASS MAIL PER STATE REG; COPY AVAIL IN
7/11/2012	NT	ST1ST					T:08104 ISS; AT 8104
7/13/2012	CBR		0	00	1		T:00000 DELINQUENT: 180+ DAYS
7/13/2012	FSV		0	00	1		T:00000 INSP TYPE D ORDERED; REQ CD =AUTO DELQ
7/16/2012	NPP						NON RECOVERABLE 15.00
7/19/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
7/23/2012	FSV		0	00	1		T:00000 INSP TP D RESULTS RCVD; ORD DT=07/13/12
7/23/2012	NT	APSL					T:13122 Account sent to Allison Payment System
7/23/2012	NT	APSL					T:13122 INC, to send no cntct ltr.
8/2/2012	DM						T:00000 EARLY IND: SCORE 354 MODEL EI905
8/7/2012	PPT						mtr
8/7/2012	PPT						TASK:0002-FSV-CHANGD FUPDT 09/04/12
8/7/2012	NT	FSV					T:18621 *Received on 2 Task, Acct in COL, Property
8/7/2012	NT	FSV					T:18621 is secured ,will monitor for sale date.
8/7/2012	NT	FSV					T:18621 JANGA-18621*
8/10/2012	CBR		0	00	1		T:00000 DELINQUENT: 180+ DAYS
8/10/2012	CIT	INQ75					T:08303 051 new cit 250-pls cb dancun k robertson
8/10/2012	CIT	INQ75					T:08303 tel#5037759164,inq re the chapter 11
8/10/2012	CIT	INQ75					T:08303 bkr,claiming that he now took over the
8/10/2012	NT	INQ					T:08303 mort.thanks.grace h 8412545
8/10/2012	NT	INQ					T:08303 dancun k robertson,u3p,ver b1 but not the last 4
8/10/2012	NT	INQ					T:08303 of ssn for b1,re bkr chapter11>adv nothing to do
8/10/2012	NT	INQ					T:08303 with the mort,structuring.cb# 5037759164, grace
8/10/2012	NT	INQ					T:08303 h 8412545
8/13/2012	FSV		0	00	1		T:00000 INSP TYPE D ORDERED; REQ CD =AUTO DELQ
8/14/2012	NT	WACRT					T:01601 WA certified letter sent. Copy imaged to
8/14/2012	NT	WACRT					T:01601 ISS.
8/14/2012	CIT	INQ95					T:13036 051 DONE 08/14/12 BY TLR 13036
8/14/2012	CIT	INQ95					T:13036 TSK TYP 250-TEAM LEAD ONLY:
8/14/2012	CIT	INQ95					T:13036 051 closing cit 250, called 3p-dancun k robertson
8/14/2012	CIT	INQ95					T:13036 tel#5037759164 asked gen inq on bkr chp 11.
8/14/2012	CIT	INQ95					T:13036 they received the notice and would like to
8/14/2012	CIT	INQ95					T:13036 know were can he get/download additional docs
8/14/2012	CIT	INQ95					T:13036 re the bkr filling, refer him to
8/14/2012	CIT	INQ95					T:13036 <a href="http://www.kccllc.net/rescap_ephram_x8927029">www.kccllc.net/rescap_ephram_x8927029</a>
8/21/2012	D28		0	DT	8		FORCED BILLING STATEMENT FROM REPORT R628
8/23/2012	NT	APSL					T:13122 Account sent to Allison Payment System
8/23/2012	NT	APSL					T:13122 Inc, to send no contact letter.
8/24/2012	FSV		0	00	1		T:00000 INSP TP D RESULTS RCVD; ORD DT=08/13/12
8/28/2012	NT	AOMT					T:01346 Transmittal sent to vendor
8/29/2012	NT	SKIP					T:13121 Account sent to Penncro.
8/31/2012	NT	SKIP					T:13486 Account sent to Penncro.
8/31/2012	NT	PSKIP					T:03095 Account sent to penncro 8/30/12



9/1/2012	NT	SKIP				T:03095	Account sent to Pennco.
9/5/2012	NT	SKIP				T:01346	Assignment Recorded
9/5/2012	NT	SKIP				T:01346	Assignment Recorded previously
9/6/2012	NT	SKIP				T:13121	Account sent to Pennco.
9/7/2012	NT	SKIP				T:13121	Account sent to Pennco.
9/8/2012	NT	SKIP				T:03095	Account sent to Pennco.
9/10/2012	NT	AOMN				T:01346	Assignment not needed it was recorded
9/10/2012	NT	AOMN				T:01346	previously
9/11/2012	PPT						MTR
9/11/2012	PPT						TASK:0002-FSV-CHANGD FUPDT 10/08/12
9/11/2012	NT	FSV				T:19184	Recvd on 2# Task, Acct in COLL,Property Already
9/11/2012	NT	FSV				T:19184	Secured, Will Monitor, Usha,19184.
9/11/2012	NT	SKIP				T:13121	Account sent to Pennco.
9/12/2012	FSV		0	00	1	T:00000	INSP TYPE D ORDERED; REQ CD =AUTO DELQ
9/12/2012	NT	HFIS				T:22295	HOPE letter sent to borrowers inviting
9/12/2012	NT	HFIS				T:22295	them to attend a WORKSHOP with
9/12/2012	NT	HFIS				T:22295	Jonathan Kaminsky Sept 28th from 8am
9/12/2012	NT	HFIS				T:22295	-4pm to discuss workout options. Meeting
9/12/2012	NT	HFIS				T:22295	is being held at Parkview Services 17544
9/12/2012	NT	HFIS				T:22295	Midvale Ave. North Shoreline, WA 98133
9/12/2012	NT	HFIS				T:22295	No appts needed. Walk ins welcome.
9/12/2012	NT	SKIP				T:13121	Account sent to Pennco.
9/13/2012	NT	CSH				T:01145	Invoice #249599-7868752, dated- 09/09/12,
9/13/2012	NT	CSH				T:01145	Assignment Verification \$62.
9/14/2012	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
9/17/2012	NT	FEDEX				T:25101	*FedEx tracking information sent 09/14/12 for
9/17/2012	NT	FEDEX				T:25101	HOPE/2ND LIEN/TIMETRADE/FMHC/WORKSHOP LTRS,
9/17/2012	NT	FEDEX				T:25101	Tracking # 540047126340",.....
9/19/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
9/20/2012	NT	APSL				T:13122	Account sent to Allison Payment System
9/20/2012	NT	APSL				T:13122	Inc, to send no contact letter.
9/25/2012	FSV		0	00	1	T:00000	INSP TP D RESULTS RCVD; ORD DT=09/12/12
9/25/2012	LIT						req fact package
9/27/2012	NT	TAX				T:14269	Corelogic reporting taxes paid with zero due for
9/27/2012	NT	TAX				T:14269	the 10/31/12 installment. Rolling tax line to next
9/27/2012	NT	TAX				T:14269	installment date 04/30/13 Payee 460170000 KING
9/27/2012	NT	TAX				T:14269	COUNTY parcel 072304932204
9/28/2012	LIT						sent fact package
10/2/2012	DM					T:00000	EARLY IND: SCORE 354 MODEL EI90S
10/12/2012	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
10/12/2012	FSV		0	00	1	T:00000	INSP TYPE D ORDERED; REQ CD =AUTO DELQ
10/12/2012	PPT						mttr
10/12/2012	PPT						TASK:0002-FSV-CHANGD FUPDT 11/07/12
10/12/2012	NT	FSV				T:03395	Reveived on Task 2, Acct in FCL,
10/12/2012	NT	FSV				T:03395	Property Already Secured, Will Monitor.
10/12/2012	NT	FSV				T:03395	smadhu-3395
10/16/2012	CIT	COL22				T:31243	052 DONE 10/16/12 BY TLR 31243
10/16/2012	CIT	COL22				T:31243	TSK TYP 846-FORECLOSURE EXC
10/16/2012	CIT	COL22				T:31243	052 Breach expired, value above threshold
10/19/2012	FOR						FORECLOSURE APPROVAL (1) COMPLETED 10/19/12
10/19/2012	NT	FCL				T:25101	Foreclosure Referral Review Completed
10/19/2012	NT	FCL				T:25101	and Management Approved
10/19/2012	FOR						APPROVED FOR FCL 10/19/12
10/19/2012	NT	RMV25				T:22576	Removal of 2-5; loan no longer qualifies for col
10/19/2012	NT	RMV25				T:22576	cash restriction.
10/19/2012	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
10/22/2012	FOR						10/22/12 - 10:02 - 60575
10/22/2012	FOR						I note needed. Issue Comments:
10/22/2012	FOR						Needed by Attorney Status: Active
10/22/2012	FOR						10/22/12 - 10:02 - 60575
10/22/2012	FOR						System updated for the following
10/22/2012	FOR						event: User has created a
10/22/2012	FOR						Process-Level issue for this
10/22/2012	FOR						loan.Issue Type: Location of origina
10/22/2012	FOR						TASK:0601-FCL-CHANGD FUPDT 11/01/12
10/22/2012	FOR						TASK:0602-FCL-CHANGD FUPDT 12/11/12
10/22/2012	FOR						10/20/12 - 13:39 - 00007
10/22/2012	FOR						Process opened 10/20/2012 by user
10/22/2012	FOR						Fidelity AutoProc.
10/23/2012	FSV		0	00	1	T:00000	INSP TP D RESULTS RCVD; ORD DT=10/12/12
10/23/2012	FOR						REFERRED TO ATTORNEY (2) COMPLETED 10/23/12
10/23/2012	FOR						TASK:0601-FCL-CHANGD FUPDT 11/02/12
10/23/2012	FOR						TASK:0602-FCL-CHANGD FUPDT 12/12/12
10/23/2012	FOR						10/23/12 - 09:29 - 27134
10/23/2012	FOR						User has updated the system for the
10/23/2012	FOR						following event: File Referred To
10/23/2012	FOR						Attorney, completed on 10/23/2012
10/24/2012	FOR						10/24/12 - 11:15 - 29934
10/24/2012	FOR						ed. Comments: Wells Fargo 1015
10/24/2012	FOR						10th Ave SE Minneapolis, MN 55414
10/24/2012	FOR						10/24/12 - 11:15 - 29934
10/24/2012	FOR						System updated for the following
10/24/2012	FOR						event: User has ended the Issue
10/24/2012	FOR						associated with this loan. Issue
10/24/2012	FOR						Type: Location of original note need
10/24/2012	FOR						10/23/12 - 19:08 - 28881
10/24/2012	FOR						User has updated the system for the
10/24/2012	FOR						following event: File Received By
10/24/2012	FOR						Attorney, completed on 10/23/2012
10/24/2012	FOR						TASK:0601-FCL-CHANGD FUPDT 11/02/12
10/24/2012	NT	WADEC				T:11635	WA Declaration SB 5810 signed & sent
10/24/2012	NT	WADEC				T:11635	to counsel. Sent for imaging in ISS
10/24/2012	NT	WADEC				T:11635	under FRCLR.
10/24/2012	FOR						FORECLOSURE L4 CHANGED FROM 0135862 TO 0136907
10/24/2012	FOR						FORECLOSURE L3 CHANGED FROM 0135861 TO 0136907
10/25/2012	D19		0	05	8		POST REFERRAL LM SOLICIT GMAC
10/25/2012	FOR						10/25/12 - 13:26 - 39323
10/25/2012	FOR						ete. Reason: Assigned to incorrect
10/25/2012	FOR						attorney
10/25/2012	FOR						10/25/12 - 13:26 - 39323
10/25/2012	FOR						User has updated the system for the
10/25/2012	FOR						following event: File Received By
10/25/2012	FOR						Attorney. User changed date
10/25/2012	FOR						completed from 10/23/2012 to incompl

10/25/2012	FOR					10/25/12 - 13:27 - 18914
10/25/2012	FOR					bler has updated the system for the
10/25/2012	FOR					following event: File Received by
10/25/2012	FOR					(DIS)
10/25/2012	FOR					TASK:0602-FCL-CHANGD FUPDT 12/14/12
10/25/2012	FOR					TASK:0601-FCL-CHANGD FUPDT 11/05/12
10/25/2012	FOR					FORECLOSURE LA CHANGED FROM 0136907 TO 0123084
10/29/2012	FOR					10/26/12 - 18:38 - 30187
10/29/2012	FOR					e Comments: Please provide screen
10/29/2012	FOR					prints good through 11/01/2012 that
10/29/2012	FOR					show all payment changes for this
10/29/2012	FOR					file. Thank you. Status: Active
10/29/2012	FOR					10/26/12 - 18:38 - 30187
10/29/2012	FOR					System updated for the following
10/29/2012	FOR					event: User has created a
10/29/2012	FOR					Process-Level issue for this
10/29/2012	FOR					loan.Issue Type: Screen Prints. Issu
10/29/2012	LIT					added lit coding per legal mgr
10/31/2012	LIT					rgstd po
10/31/2012	CIT	INQ55				T:02163 053 new cit 720 - Request from Legal for a
10/31/2012	CIT	INQ55				T:02163 payoff quote, good through 11/16/12. Please
10/31/2012	CIT	INQ55				T:02163 fax to Nate Martin w/ Servicing Risk @
10/31/2012	CIT	INQ55				T:02163 866.921.9013. Thank you.
11/1/2012	FOR					11/01/12 - 11:09 - 26408
11/1/2012	FOR					Fees and costs response: Good
11/1/2012	FOR					Through:11/16/2012 Fees: 700.00
11/1/2012	FOR					Costs: 581.00 Comment:
11/1/2012	FOR					11/01/12 - 10:17 - 84341
11/1/2012	FOR					A fees and costs request has been
11/1/2012	FOR					entered for this loan by Alan
11/1/2012	FOR					Morales, good through 11/16/2012
11/1/2012	CIT	CSH05				T:11550 054 New cit 809--plz supply o/s prop press fees
11/1/2012	CIT	CSH05				T:11550 g/t 30 days for payoff quote retarget to
11/1/2012	CIT	CSH05				T:11550 11550. Thanks.
11/1/2012	CIT	CSH05				T:11550 053 Fees/costs have been requested on the newtrack
11/1/2012	CIT	CSH05				T:11550 website for payoff.
11/2/2012	DM					T:00000 EARLY IND- SCORE 300 MODEL E190S
11/3/2012	NT	DODV				T:25101 Per DOD website check 11/2/2012 borrower LINDA
11/3/2012	NT	DODV				T:25101 NICHOLLS is not active duty. Copy of DOD website
11/3/2012	NT	DODV				T:25101 is imaged in Looking Glass.
11/5/2012	FOR					11/05/12 - 16:33 - 84341
11/5/2012	FOR					A fees and costs request has been
11/5/2012	FOR					completed for this loan by Alan
11/5/2012	FOR					Morales
11/5/2012	CIT	CSH05				T:11550 053 DONE 11/05/12 BY TLR 11550
11/5/2012	CIT	CSH05				T:11550 TSK TYP 720-PO STMT SCRIPT
11/5/2012	PAY		0	70	7	ORIG TO: NATE MARTIN W/ SERVICING R
11/5/2012	PAY		0	70	7	INT TO 111612 EXP DT 111612 AMT 0163034.61
11/5/2012	NT	PAY				T:11550 Addl f/c are \$1379 g/t 11/16/12
11/5/2012	NT	PAY				T:11550 Bpo \$83, pir \$15 & \$1281 for attys
11/5/2012	CIT	CSH05				T:11550 054 DONE 11/05/12 BY TLR 11550
11/5/2012	CIT	CSH05				T:11550 TSK TYP 809-REQUEST FOR PRO
11/5/2012	NT	FSV				T:02367 Retargeting CIT 809
11/5/2012	NT	FSV				T:02367 Open Invoices = \$0.00
11/5/2012	NT	FSV				T:02367 Pending Invoices = \$0.00
11/5/2012	NT	FSV				T:02367 Additional possible pres fees = \$0
11/5/2012	NT	FSV				T:02367 Total quote = \$0.00
11/5/2012	NT	FSV				T:02367 Good for the next 30 days
11/5/2012	NT	FSV				T:02367 Suhasini-2367
11/5/2012	CIT	COL40				T:02367 054 Retargeting CIT 809
11/5/2012	CIT	COL40				T:02367 Open Invoices = \$0.00
11/5/2012	CIT	COL40				T:02367 Pending Invoices = \$0.00
11/5/2012	CIT	COL40				T:02367 Additional possible pres fees = \$0
11/5/2012	CIT	COL40				T:02367 Total quote = \$0.00
11/5/2012	CIT	COL40				T:02367 Good for the next 30 days
11/5/2012	CIT	COL40				T:02367 Suhasini-2367
11/6/2012	LIT					lwd po to legal
11/8/2012	FOR					11/08/12 - 15:40 - 39235
11/8/2012	FOR					System updated for the following
11/8/2012	FOR					event: User has ended the Issue
11/8/2012	FOR					associated with this loan. Issue
11/8/2012	FOR					Type: Screen Prints. Comments: 19647
11/8/2012	FOR					11/08/12 - 15:40 - 00007
11/8/2012	FOR					Foreclosure (NIE Id# 47540794) sent
11/8/2012	FOR					to Ruth Crabtree Olsen, P.S. at
11/8/2012	FOR					11/8/2012 3:40:03 PM by Marina
11/8/2012	FOR					Serrano
11/8/2012	FOR					11/08/12 - 15:40 - 39235
11/8/2012	FOR					4690" Screen Prints - FC
11/8/2012	FOR					11/8/2012 3:40 PM (ET) .
11/9/2012	CBR		0	00	1	T:00000 FORECLOSURE STARTED
11/9/2012	CBR		0	00	1	T:00000 DELINQUENT: 180+ DAYS
11/9/2012	ET		0	0	0	ARM CHANGE NOTICE SCHEDULED FOR 11/12/12
11/9/2012	FOR					11/09/12 - 12:58 - 30187
11/9/2012	FOR					ect: Issue Request /
11/9/2012	FOR					11/09/12 - 12:58 - 30187
11/9/2012	FOR					Intercom Message: / Read: 11/9/2012
11/9/2012	FOR					12:58:05 PM / From: Serrano, Marina
11/9/2012	FOR					/ To: Limric, Sara; / CC: /
11/9/2012	FOR					Intercom Type: General Update / Subj
11/9/2012	FOR					11/09/12 - 13:11 - 30187
11/9/2012	FOR					ugh 06/01/08 Thank you. Status:
11/9/2012	FOR					Active
11/9/2012	FOR					11/09/12 - 13:11 - 30187
11/9/2012	FOR					e Comments: Please provide screen
11/9/2012	FOR					prints that are good through
11/9/2012	FOR					11/15/2012. The ones that are
11/9/2012	FOR					uploaded to our system are only thro
11/9/2012	FOR					11/09/12 - 13:11 - 30187
11/9/2012	FOR					System updated for the following
11/9/2012	FOR					event: User has created a
11/9/2012	FOR					Process-Level issue for this
11/9/2012	FOR					loan.Issue Type: Screen Prints. Issu
11/9/2012	FOR					11/09/12 - 13:21 - 00000

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11/30/2012	FOR					Request /
12/1/2012	NT	APR 12				Request /
12/12/2012	FOR	12-12020-mg	0	00	1	T:25101 *BKR Historical Legal Case Number 1017161 --
12/14/2012	CBR		0	00	1	T:00000 INSP TYPE F ORDERED; REQ CD =AUTO DELQ
12/14/2012	CBR		0	00	1	T:00000 DELINQUENT: 180+ DAYS
12/14/2012	PPT					mttr
12/14/2012	PPT					TASK:0002-FSV-CHANGD FUPDT 01/11/13
12/14/2012	NT	FSV				T:03395 Received on Task 2, Acct in FCL, Acct in
12/14/2012	NT	FSV				T:03395 litigation, No work done, Will Monitor.
12/14/2012	NT	FSV				T:03395 smadhu-3395
12/17/2012	FSV		0	00	1	T:00000 INSP TP F RESULTS RCVD; ORD DT=12/12/12
12/19/2012	D28		0	DT	8	BILLING STATEMENT FROM REPORT R628
1/2/2013	DM					T:00000 EARLY IND: SCORE 300 MODEL EI90S
1/3/2013	NT	CSH				T:25102 *Indecomm Process - Not recoverable from Borrower
1/3/2013	NT	CSH				T:25102 or Investor. Cancelled loan, DocID# 2946320, Pkg #
1/3/2013	NT	CSH				T:25102 77947161, dated 12/28/12, total Invoice \$2.*
1/8/2013	NT	DODV				T:25101 Per DOD website check 2013-01-03 primary borrower
1/8/2013	NT	DODV				T:25101 LINDA NICHOLLS is not active duty. Copy of DOD
1/8/2013	NT	DODV				T:25101 website is imaged in Looking Glass.
1/10/2013	CBR		0	00	1	T:00000 FORECLOSURE STARTED
1/10/2013	CBR		0	00	1	T:00000 DELINQUENT: 180+ DAYS
1/11/2013	FSV		0	00	1	T:00000 INSP TYPE F ORDERED; REQ CD =AUTO DELQ
1/18/2013	NT	FSV				T:31372 Rec'd in 2 Task , Account in Fcl, Acct. in
1/18/2013	NT	FSV				T:31372 Litigation, will mtr. chakrapani-31372
1/18/2013	PPT					mttr
1/18/2013	PPT					TASK:0002-FSV-CHANGD FUPDT 02/15/13
1/21/2013	D28		0	DT	8	BILLING STATEMENT FROM REPORT R628
1/22/2013	FSV		0	00	1	T:00000 INSP TP F RESULTS RCVD; ORD DT=01/11/13
2/4/2013	DM					T:00000 EARLY IND: SCORE 300 MODEL EI90S
2/4/2013	FOR					02/04/13 - 16:56 - 90165
2/4/2013	FOR					d sent 10/24/12.. System updated
2/4/2013	FOR					for the following event: User has
2/4/2013	FOR					ended the hold. Hold End Date:
2/4/2013	FOR					02/04/2013. Hold type: NOD Hold
2/4/2013	FOR					02/04/13 - 16:56 - 90165
2/4/2013	FOR					nt: User has ended the hold. Hold
2/4/2013	FOR					End Date: 02/04/2013. Hold type:
2/4/2013	FOR					NOD Hold. Resolution Notes: Loss
2/4/2013	FOR					Mitigation Declaration was signed an
2/4/2013	FOR					02/04/13 - 16:56 - 90165
2/4/2013	FOR					Intercom From: Tameika Oliphant,
2/4/2013	FOR					GMAC - To: Sara Limric (at-routh) /
2/4/2013	FOR					Subject: Hold Request/Message:
2/4/2013	FOR					System updated for the following eve
2/4/2013	FOR					02/04/13 - 16:56 - 00007
2/4/2013	FOR					Status: Active, approval not
2/4/2013	FOR					required.
2/4/2013	FOR					02/04/13 - 16:56 - 00007
2/4/2013	FOR					System updated for the following
2/4/2013	FOR					event: User has reprojected the
2/4/2013	FOR					step NOD Filed to 2/4/2013. Reason:
2/4/2013	FOR					Hold Ended. Comments: Hold Ended .
2/4/2013	FOR					02/04/13 - 16:57 - 30187
2/4/2013	FOR					from weekend or holiday to next
2/4/2013	FOR					available business day. Date moved
2/4/2013	FOR					from 2/18/2013 to 2/19/2013..
2/4/2013	FOR					Status: Activ
2/4/2013	FOR					02/04/13 - 16:57 - 30187
2/4/2013	FOR					sible to log in all of the
2/4/2013	FOR					documents get all of the Notice of
2/4/2013	FOR					Defaults prepared as soon as
2/4/2013	FOR					possible -- Due date pushed forward
2/4/2013	FOR					02/04/13 - 16:57 - 30187
2/4/2013	FOR					received a high voume of Loss
2/4/2013	FOR					Mitigation Declarations. The
2/4/2013	FOR					Document may have been received, we
2/4/2013	FOR					are currently working as fast as pos
2/4/2013	FOR					02/04/13 - 16:57 - 30187
2/4/2013	FOR					System updated for the following
2/4/2013	FOR					event: User has reprojected the
2/4/2013	FOR					step NOD Filed to 2/18/2013.
2/4/2013	FOR					Reason: Other. Comments: We recently
2/4/2013	FOR					02/04/13 - 16:57 - 30187
2/4/2013	FOR					Sara Limric - (Cont) - e, approval
2/4/2013	FOR					not required.
2/4/2013	FOR					TASK:0602-FCL-CHANGD FUPDT 04/01/13
2/5/2013	FOR					02/05/13 - 14:14 - 30187
2/5/2013	FOR					bject: Hold Request /
2/5/2013	FOR					02/05/13 - 14:14 - 30187
2/5/2013	FOR					Intercom Message: / Read: 2/5/2013
2/5/2013	FOR					2:13:47 PM / From: Oliphant,
2/5/2013	FOR					Tameika / To: Limric, Sara; / CC:
2/5/2013	FOR					/ Intercom Type: General Update / Su
2/6/2013	NT	BKDAT				T:25101 *BKR Historical Legal Case Number 1017161 --
2/6/2013	NT	BKDAT				T:25101 Borrower Attorney Info -- Vendor ID: 0127717
2/6/2013	NT	BKDAT				T:25101 --Vendor Name: Nader law Firm, Aplc -- Vendor
2/6/2013	NT	BKDAT				T:25101 Address: 16530 Ventura Blvd Ste 405 Encino CA
2/6/2013	NT	BKDAT				T:25101 91436 -- Vendor Phone: 818-788-8846 -- Date Relief
2/6/2013	NT	BKDAT				T:25101 Granted N/A -- Date Dismissed 08/31/2010 -- Date
2/6/2013	NT	BKDAT				T:25101 Discharged N/A -- Date Released 08/31/2010.*
2/6/2013	NT	BKDAT				T:25101 *BKR Historical Legal Case Number 0914423 --
2/6/2013	NT	BKDAT				T:25101 Borrower Attorney Info -- Vendor ID: 0127717
2/6/2013	NT	BKDAT				T:25101 --Vendor Name: Nader law Firm, Aplc -- Vendor
2/6/2013	NT	BKDAT				T:25101 Address: 16530 Ventura Blvd Ste 405 Encino CA
2/6/2013	NT	BKDAT				T:25101 91436 -- Vendor Phone: 818-788-8846 -- Date Relief
2/6/2013	NT	BKDAT				T:25101 Granted N/A -- Date Dismissed 05/27/2009 -- Date
2/6/2013	NT	BKDAT				T:25101 Discharged N/A -- Date Released 05/27/2009.*
2/6/2013	NT	BKDAT				T:25102 *BKR Historical Legal Case Number 0814150 --
2/6/2013	NT	BKDAT				T:25102 Borrower Attorney Info -- Vendor ID: 0127717
2/6/2013	NT	BKDAT				T:25102 --Vendor Name: Nader law Firm, Aplc -- Vendor
2/6/2013	NT	BKDAT				T:25102 Address: 16530 Ventura Blvd Ste 405 Encino CA
2/6/2013	NT	BKDAT				T:25102 91436 -- Vendor Phone: 818-788-8846 -- Date Relief
2/6/2013	NT	BKDAT				T:25102 Granted N/A -- Date Dismissed 09/23/2008 -- Date
2/6/2013	NT	BKDAT				T:25102 Discharged N/A -- Date Released 09/23/2008.*
2/6/2013	NT	BKDAT				T:25102 *BKR Historical Legal Case Number 0812122 --

2/6/2013	NT	BKDAT				T:25102	Borrower Attorney Info -- Vendor ID: 0127717
2/6/2013	NT	BKDAT				T:25102	--Vendor Name: Nader law Firm, Apic -- Vendor
2/6/2013	NT	BKDAT				T:25102	Address: 16530 Ventura Blvd Ste 405 Encino CA
2/6/2013	NT	BKDAT				T:25102	91436 -- Vendor Phone: 818-788-8846 -- Date Relief
2/6/2013	NT	BKDAT				T:25102	Granted N/A -- Date Dismissed 06/10/2008 -- Date
2/6/2013	NT	BKDAT				T:25102	Discharged N/A -- Date Released 06/10/2008.*
2/6/2013	NT	BKDAT				T:25101	*BKR Historical Legal Case Number 0713287 --
2/6/2013	NT	BKDAT				T:25101	Borrower Attorney Info -- Vendor ID: 0127717
2/6/2013	NT	BKDAT				T:25101	--Vendor Name: Nader law Firm, Apic -- Vendor
2/6/2013	NT	BKDAT				T:25101	Address: 16530 Ventura Blvd Ste 405 Encino CA
2/6/2013	NT	BKDAT				T:25101	91436 -- Vendor Phone: 818-788-8846 -- Date Relief
2/6/2013	NT	BKDAT				T:25101	Granted N/A -- Date Dismissed 08/09/2007 -- Date
2/6/2013	NT	BKDAT				T:25101	Discharged N/A -- Date Released 08/09/2007.*
2/6/2013	NT	BKDAT				T:25101	*BKR Historical Legal Case Number 0712745 --
2/6/2013	NT	BKDAT				T:25101	Borrower Attorney Info -- Vendor ID: 0127717
2/6/2013	NT	BKDAT				T:25101	--Vendor Name: Nader law Firm, Apic -- Vendor
2/6/2013	NT	BKDAT				T:25101	Address: 16530 Ventura Blvd Ste 405 Encino CA
2/6/2013	NT	BKDAT				T:25101	91436 -- Vendor Phone: 818-788-8846 -- Date Relief
2/6/2013	NT	BKDAT				T:25101	Granted N/A -- Date Dismissed 07/12/2007 -- Date
2/6/2013	NT	BKDAT				T:25101	Discharged N/A -- Date Released 07/12/2007.*
2/6/2013	NT	BKDAT				T:25101	*BKR Historical Legal Case Number 0519732 --
2/6/2013	NT	BKDAT				T:25101	Borrower Attorney Info -- Vendor ID: 0127717
2/6/2013	NT	BKDAT				T:25101	--Vendor Name: Nader law Firm, Apic -- Vendor
2/6/2013	NT	BKDAT				T:25101	Address: 16530 Ventura Blvd Ste 405 Encino CA
2/6/2013	NT	BKDAT				T:25101	91436 -- Vendor Phone: 818-788-8846 -- Date Relief
2/6/2013	NT	BKDAT				T:25101	Granted N/A -- Date Dismissed 01/23/2006 -- Date
2/6/2013	NT	BKDAT				T:25101	Discharged N/A -- Date Released 01/23/2006.*
2/6/2013	NT	BKDAT				T:25102	*BKR Historical Legal Case Number 0517712 --
2/6/2013	NT	BKDAT				T:25102	Borrower Attorney Info -- Vendor ID: 0127717
2/6/2013	NT	BKDAT				T:25102	--Vendor Name: Nader law Firm, Apic -- Vendor
2/6/2013	NT	BKDAT				T:25102	Address: 16530 Ventura Blvd Ste 405 Encino CA
2/6/2013	NT	BKDAT				T:25102	91436 -- Vendor Phone: 818-788-8846 -- Date Relief
2/6/2013	NT	BKDAT				T:25102	Granted N/A -- Date Dismissed 07/13/2005 -- Date
2/6/2013	NT	BKDAT				T:25102	Discharged N/A -- Date Released 07/13/2005.*
2/6/2013	NT	BKDAT				T:25101	*BKR Historical Legal Case Number 0421601 --
2/6/2013	NT	BKDAT				T:25101	Borrower Attorney Info -- Vendor ID: 0127717
2/6/2013	NT	BKDAT				T:25101	--Vendor Name: Nader law Firm, Apic -- Vendor
2/6/2013	NT	BKDAT				T:25101	Address: 16530 Ventura Blvd Ste 405 Encino CA
2/6/2013	NT	BKDAT				T:25101	91436 -- Vendor Phone: 818-788-8846 -- Date Relief
2/6/2013	NT	BKDAT				T:25101	Granted N/A -- Date Dismissed 09/21/2004 -- Date
2/6/2013	NT	BKDAT				T:25101	Discharged N/A -- Date Released 09/21/2004.*
2/6/2013	ITR						
2/11/2013	FSV		0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =AUTO DELQ
2/14/2013	CBR		0	00	1	T:00000	FORECLOSURE STARTED
2/14/2013	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
2/14/2013	FSV		0	00	1	T:00000	INSP TP F RESULTS RCV'D; ORD DT=02/11/13
2/15/2013	CIT	CSH25				T:01676	056 DONE 02/15/13 BY TLR 01676
2/15/2013	CIT	CSH25				T:01676	TSK TYP 727-CHECK VOID AND
2/15/2013	CIT	CSH25				T:01676	056 Close#727-completed. REV#7623
2/15/2013	CIT	OTH35				T:02590	056 Bank Number :106
2/15/2013	CIT	OTH35				T:02590	Bank Account :937698
2/15/2013	CIT	OTH35				T:02590	Check Number :35946697
2/15/2013	CIT	OTH35				T:02590	Check Disposition :Void
2/19/2013	LIT						updated legal manager name
2/19/2013	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
2/22/2013	FOR						TASK:0602-FCL-CHANGD FUPDT 04/17/13
2/22/2013	FOR						02/22/13 - 14:40 - 30187
2/22/2013	FOR						n all of the documents get all of
2/22/2013	FOR						the Notice of Defaults prepared as
2/22/2013	FOR						soon as possible . Status:
2/22/2013	FOR						Active, approval not required.
2/22/2013	FOR						02/22/13 - 14:40 - 30187
2/22/2013	FOR						d a high volume of Loss Mitigation
2/22/2013	FOR						Declarations. The Document may have
2/22/2013	FOR						been received, we are currently
2/22/2013	FOR						working as fast as possible to log i
2/22/2013	FOR						02/22/13 - 14:40 - 30187
2/22/2013	FOR						System updated for the following
2/22/2013	FOR						event: User has reprojected the
2/22/2013	FOR						step NOD Filed to 3/8/2013. Reason:
2/22/2013	FOR						Other. Comments: We recently receive
2/22/2013	PPT						Recvd on 2# Task, acct in fcl, Acct
2/22/2013	PPT						in LITIGATION. Sent to be reviewed.
2/22/2013	PPT						No work done at this time Lakshmi,
2/22/2013	PPT						26712
2/22/2013	PPT						TASK:0002-FSV-CHANGD FUPDT 03/22/13
2/22/2013	NT	FSV				T:26712	Recvd on 2# Task, acct in fcl, Acct in LITIGATION.
2/22/2013	NT	FSV				T:26712	Sent to be reviewed. No work done at this
2/22/2013	NT	FSV				T:26712	time.Lakshmi, 26712
3/4/2013	DM					T:00000	EARLY IND: SCORE 191 MODEL EI90S
3/13/2013	FSV		0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =AUTO DELQ
3/14/2013	FOR						03/14/13 - 16:18 - 28202
3/14/2013	FOR						ion. Can you please re-execute the
3/14/2013	FOR						Loss Mit Declaration Thanks
3/14/2013	FOR						03/14/13 - 16:18 - 28202
3/14/2013	FOR						Intercom From: Julie Kirkland - To:
3/14/2013	FOR						Mele,Elana; / Message: Hi Elana
3/14/2013	FOR						Hold was ended on 2/4/2013. We
3/14/2013	FOR						never recieved the Loss Mit Declarat
3/15/2013	FOR						03/14/13 - 17:31 - 28693
3/15/2013	FOR						ect: Loss Mit Declaration /
3/15/2013	FOR						03/14/13 - 17:31 - 28693
3/15/2013	FOR						Intercom Message: / Read: 3/14/2013
3/15/2013	FOR						5:31:19 PM / From: Kirkland, Julie
3/15/2013	FOR						/ To: Mele, Elana; / CC: /
3/15/2013	FOR						Intercom Type: General Update / Subj
3/15/2013	FOR						03/14/13 - 17:32 - 28693
3/15/2013	FOR						the Loss Mit Declaration. Can you
3/15/2013	FOR						please re-execute the Loss Mit
3/15/2013	FOR						Dedclaration Thanks
3/15/2013	FOR						03/14/13 - 17:32 - 28693
3/15/2013	FOR						ease check again. From:
3/15/2013	FOR						Julie Kirkland Subject: Loss Mit
3/15/2013	FOR						Declaration Hi Elana Hold was
3/15/2013	FOR						ended on 2/4/2013. We never recieved

3/15/2013	FOR					03/14/13 - 17:32 - 28693
3/15/2013	FOR					Intercom From: Slave, Hello - To: Kirkland, Julie, Message: Julie,
3/15/2013	FOR					to Declaration Pg 88 of 100
3/15/2013	FOR					uploaded in LPS for your review. Pl
3/18/2013	CBR		0	00	1	T:00000 FORECLOSURE STARTED
3/18/2013	CBR		0	00	1	T:00000 DELINQUENT: 180+ DAYS
3/18/2013	FSV		0	00	1	T:00000 INSP TP F RESULTS RCVD; ORD DT=03/13/13
3/18/2013	FOR					03/16/13 - 23:23 - 65607
3/18/2013	FOR					repared. Pending posting
3/18/2013	FOR					confirmation. Status: Active,
3/18/2013	FOR					approval not required.
3/18/2013	FOR					03/16/13 - 23:23 - 65607
3/18/2013	FOR					System updated for the following
3/18/2013	FOR					event: User has reprojected the
3/18/2013	FOR					step NOD Filed to 4/11/2013.
3/18/2013	FOR					Reason: Other. Comments: NOD being p
3/18/2013	FOR					TASK:0602-FCL-CHANGD FUPDT 05/21/13
3/19/2013	D28		0	DT	8	BILLING STATEMENT FROM REPORT R628
3/28/2013	FOR					03/28/13 - 16:24 - 28202
3/28/2013	FOR					Process opened 3/28/2013 by user
3/28/2013	FOR					Julie Kirkland.
3/28/2013	FOR					03/28/13 - 17:15 - 90165
3/28/2013	FOR					nt: User has ended the hold. Hold
3/28/2013	FOR					End Date: 03/28/2013. Hold type:
3/28/2013	FOR					Client Document Execution
3/28/2013	FOR					03/28/13 - 17:15 - 90165
3/28/2013	FOR					: Loss Mitigation Declaration was
3/28/2013	FOR					executed since 10/24/12 and
3/28/2013	FOR					uploaded to missing documents .
3/28/2013	FOR					System updated for the following eve
3/28/2013	FOR					03/28/13 - 17:15 - 90165
3/28/2013	FOR					the following event: User has ended
3/28/2013	FOR					the hold. Hold End Date:
3/28/2013	FOR					03/28/2013. Hold type: Client
3/28/2013	FOR					Document Execution. Resolution Notes
3/28/2013	FOR					03/28/13 - 17:15 - 90165
3/28/2013	FOR					Intercom From: Tameika Oliphant,
3/28/2013	FOR					GMAC - To: Julie Kirkland
3/28/2013	FOR					(at-routh) / Subject: Hold
3/28/2013	FOR					Request/Message: System updated for
3/28/2013	NT	FSV				T:02368 Recvd on 2# Task, acct in fcl, Acct in LITIGATION.
3/28/2013	NT	FSV				T:02368 Sent to be reviewed. No work done at this
3/28/2013	NT	FSV				T:02368 time. Jaffar-2368.
3/28/2013	PPT					MTR
3/28/2013	PPT					TASK:0002-FSV-CHANGD FUPDT 04/25/13
3/30/2013	FOR					03/28/13 - 17:21 - 00030
3/30/2013	FOR					Foreclosure (NIE Id# 47540794) sent
3/30/2013	FOR					to RCO Legal, P.S. at 3/28/2013
3/30/2013	FOR					5:21:07 PM by Tameika Oliphant
4/2/2013	DM					T:00000 EARLY IND: SCORE 191 MODEL E190S
4/4/2013	FOR					04/04/13 - 16:46 - 28202
4/4/2013	FOR					Process opened 4/4/2013 by user
4/4/2013	FOR					Julie Kirkland.
4/4/2013	FOR					04/04/13 - 16:47 - 28202
4/4/2013	FOR					ment Type: : ASSIGNMENT OF
4/4/2013	FOR					MORTGAGE-DEED OF TRUST Other
4/4/2013	FOR					Document Type: : Special
4/4/2013	FOR					Instructions: :
4/4/2013	FOR					04/04/13 - 16:47 - 28202
4/4/2013	FOR					User has completed the Upload
4/4/2013	FOR					Document data form with the
4/4/2013	FOR					following entries: Select File: :
4/4/2013	FOR					Assignment for Exec.doc Select Docu
4/4/2013	FOR					04/04/13 - 16:47 - 28202
4/4/2013	FOR					User has updated the system for the
4/4/2013	FOR					following event: Upload Document,
4/4/2013	FOR					completed on 4/4/2013 AutoClose
4/4/2013	FOR					from DDF
4/4/2013	FOR					04/04/13 - 16:47 - 28202
4/4/2013	FOR					Process opened 4/4/2013 by user
4/4/2013	FOR					Julie Kirkland.
4/4/2013	FOR					04/04/13 - 16:47 - 28202
4/4/2013	FOR					n.doc Select Document Type: :
4/4/2013	FOR					DECLARATION Other Document Type: :
4/4/2013	FOR					Special Instructions: :
4/4/2013	FOR					04/04/13 - 16:47 - 28202
4/4/2013	FOR					User has completed the Upload
4/4/2013	FOR					Document data form with the
4/4/2013	FOR					following entries: Select File: :
4/4/2013	FOR					Beneficiary Declaration for Executio
4/4/2013	FOR					04/04/13 - 16:47 - 28202
4/4/2013	FOR					User has updated the system for the
4/4/2013	FOR					following event: Upload Document,
4/4/2013	FOR					completed on 4/4/2013 AutoClose
4/4/2013	FOR					from DDF
4/4/2013	FOR					04/04/13 - 16:46 - 28202
4/4/2013	FOR					User has updated the system for the
4/4/2013	FOR					following event: Upload Document,
4/4/2013	FOR					completed on 4/4/2013 AutoClose
4/4/2013	FOR					from DDF
4/4/2013	FOR					04/04/13 - 16:46 - 28202
4/4/2013	FOR					ument Type: : SUBSTITUTION OF
4/4/2013	FOR					TRUSTEE Other Document Type: :
4/4/2013	FOR					Special Instructions: :
4/4/2013	FOR					04/04/13 - 16:46 - 28202
4/4/2013	FOR					User has completed the Upload
4/4/2013	FOR					Document data form with the
4/4/2013	FOR					following entries: Select File: :
4/4/2013	FOR					Appointment for Exec.doc Select Doc
4/4/2013	FOR					04/04/13 - 16:47 - 28202
4/4/2013	FOR					Process opened 4/4/2013 by user
4/4/2013	FOR					Julie Kirkland.
4/5/2013	FOR					04/05/13 - 13:40 - 25309
4/5/2013	FOR					ents: Revision has been forwarded

4/5/2013	FOR						to Assistant handling file.
4/5/2013	FOR						Status: Active - 04/05/2013
4/5/2013	FOR	12-12020-mg	Doc 8072-24				Filed 02/05/15 Entered 02/05/15 15:54:23 Exhibit Q
4/5/2013	FOR						to Declaration Pg 89 of 100
4/5/2013	FOR						System updated for the following
4/5/2013	FOR						event: User has reprojected the
4/5/2013	FOR						step Revised Document Imaged to
4/5/2013	FOR						4/19/2013. Reason: other delay. Comm
4/5/2013	FOR						04/05/13 - 10:37 - 28202
4/5/2013	FOR						ect: Re: Loss Mit Declaration /
4/5/2013	FOR						04/05/13 - 10:37 - 28202
4/5/2013	FOR						Intercom Message: / Read: 4/5/2013
4/5/2013	FOR						10:36:58 AM / From: Mele, Elana /
4/5/2013	FOR						To: Kirkland, Julie; / CC: /
4/5/2013	FOR						Intercom Type: General Update / Subj
4/5/2013	FOR						04/05/13 - 10:29 - 29260
4/5/2013	FOR						sted Revisions: : Please revise
4/5/2013	FOR						holder to show as: 21st Mortgage
4/5/2013	FOR						Corporation. Thank you
4/5/2013	FOR						04/05/13 - 10:29 - 29260
4/5/2013	FOR						User has completed the Document
4/5/2013	FOR						Execution data form with the
4/5/2013	FOR						following entries: Document
4/5/2013	FOR						Execution: : Revised Document Reque
4/5/2013	FOR						04/05/13 - 10:29 - 29260
4/5/2013	FOR						User has updated the system for the
4/5/2013	FOR						following event: Document
4/5/2013	FOR						Execution, completed on 4/5/2013
4/5/2013	FOR						AutoClose from DDF
4/5/2013	FOR						04/05/13 - 10:29 - 29260
4/5/2013	FOR						Process opened 4/5/2013 by user
4/5/2013	FOR						Katelyn Ledesma.
4/5/2013	FOR						04/05/13 - 10:29 - 28202
4/5/2013	FOR						/ Subject: Hold Request /
4/5/2013	FOR						04/05/13 - 10:29 - 28202
4/5/2013	FOR						Intercom Message: / Read: 4/5/2013
4/5/2013	FOR						10:29:28 AM / From: Oliphant,
4/5/2013	FOR						Tameika / To: Kirkland, Julie; /
4/5/2013	FOR						CC: / Intercom Type: General Update
4/5/2013	FOR						04/05/13 - 10:30 - 29260
4/5/2013	FOR						User has updated the system for the
4/5/2013	FOR						following event: Revised Document
4/5/2013	FOR						Request to Attorney, completed on
4/5/2013	FOR						4/5/2013
4/5/2013	FOR						04/05/13 - 10:29 - 29260
4/5/2013	FOR						show as: 21st Mortgage Corporation.
4/5/2013	FOR						Thank you
4/5/2013	FOR						04/05/13 - 10:29 - 29260
4/5/2013	FOR						ion Reason : : Not applicable
4/5/2013	FOR						3rd Rejection Reason : : Not
4/5/2013	FOR						applicable Requested changes to
4/5/2013	FOR						document: : Please revise holder to
4/5/2013	FOR						04/05/13 - 10:29 - 29260
4/5/2013	FOR						User has completed the Revised
4/5/2013	FOR						Document data form with the
4/5/2013	FOR						following entries: 1st Rejection
4/5/2013	FOR						Reason : : Vesting Name 2nd Reject
4/9/2013	FOR						04/09/13 - 12:57 - 28202
4/9/2013	FOR						MORTGAGE-DEED OF TRUST
4/9/2013	FOR						04/09/13 - 12:57 - 28202
4/9/2013	FOR						User has cleared the following
4/9/2013	FOR						values from the Data Form: Select
4/9/2013	FOR						File: Assignment for Exec.doc
4/9/2013	FOR						Select Document Type: ASSIGNMENT OF
4/9/2013	FOR						04/09/13 - 12:59 - 28202
4/9/2013	FOR						of. Issue Comments: Need to get the
4/9/2013	FOR						correct Action in the Name of, for
4/9/2013	FOR						FINTO Status: Active
4/9/2013	FOR						04/09/13 - 12:59 - 28202
4/9/2013	FOR						System updated for the following
4/9/2013	FOR						event: User has created a
4/9/2013	FOR						Process-Level issue for this
4/9/2013	FOR						loan.Issue Type: Action in the Name
4/10/2013	FOR						04/09/13 - 20:01 - 28202
4/10/2013	FOR						s: 21st Mortgage Corporation .
4/10/2013	FOR						04/09/13 - 20:01 - 28202
4/10/2013	FOR						System updated for the following
4/10/2013	FOR						event: User has ended the Issue
4/10/2013	FOR						associated with this loan. Issue
4/10/2013	FOR						Type: Action in the Name of. Comment
4/11/2013	CBR	0	00	1	T:00000		FORECLOSURE STARTED
4/11/2013	CBR	0	00	1	T:00000		DELINQUENT: 180+ DAYS
4/12/2013	FSV	0	00	1	T:00000		INSP TYPE F ORDERED; REQ CD =AUTO DELQ
4/12/2013	FOR						04/12/13 - 11:12 - 28202
4/12/2013	FOR						/ Subject: Issue Request /
4/12/2013	FOR						04/12/13 - 11:12 - 28202
4/12/2013	FOR						Intercom Message: / Read: 4/12/2013
4/12/2013	FOR						11:12:29 AM / From: Chambers,
4/12/2013	FOR						Oshane / To: Kirkland, Julie; /
4/12/2013	FOR						CC: / Intercom Type: General Update
4/12/2013	FOR						04/11/13 - 19:23 - 18914
4/12/2013	FOR						Process opened 4/11/2013 by user
4/12/2013	FOR						Routh Dis.
4/12/2013	FOR						04/11/13 - 19:23 - 18914
4/12/2013	FOR						User has updated the system for the
4/12/2013	FOR						following event: NOD Filed,
4/12/2013	FOR						completed on 4/10/2013 (DIS)
4/17/2013	FSV	0	00	1	T:00000		INSP TP F RESULTS RCVD; ORD DT=04/12/13
4/18/2013	FOR						TASK:0602-FCL-CHANGD FUPDT 05/2013
4/19/2013	D28	0	DT	8			BILLING STATEMENT FROM REPORT R628
4/24/2013	FOR						04/24/13 - 13:04 - 25309
4/24/2013	FOR						System updated for the following
4/24/2013	FOR						event: User has reprojected the
4/24/2013	FOR						step Revised Document Imaged to
4/24/2013	FOR						5/8/2013. Reason: other delay. Comme

4/24/2013	FOR					04/24/13 - 13:04 - 25309
4/24/2013	FOR					File: Revision has been forwarded to
4/24/2013	FOR					Assistant handling the
4/24/2013	FOR					to Declaration Pg 90 of 100
4/26/2013	FOR					required.
4/26/2013	FOR					04/26/13 - 13:14 - 28202
4/26/2013	FOR					Reason: Other. Comments: Need
4/26/2013	FOR					executed Assignment and Appointment
4/26/2013	FOR					to send to record . Status:
4/26/2013	FOR					Active, approval not required.
4/26/2013	FOR					04/26/13 - 13:14 - 28202
4/26/2013	FOR					System updated for the following
4/26/2013	FOR					event: User has reprojected the
4/26/2013	FOR					step Beneficiary Named in First
4/26/2013	FOR					Legal Action Verified to 5/8/2013. R
4/26/2013	FOR					04/26/13 - 11:46 - 28202
4/26/2013	FOR					ment Type: : ASSIGNMENT OF
4/26/2013	FOR					MORTGAGE-DEED OF TRUST Other
4/26/2013	FOR					Document Type: : Special
4/26/2013	FOR					Instructions: :
4/26/2013	FOR					04/26/13 - 11:46 - 28202
4/26/2013	FOR					User has completed the Upload
4/26/2013	FOR					Document data form with the
4/26/2013	FOR					following entries: Select File: :
4/26/2013	FOR					Assignment for Exec.doc Select Docu
4/26/2013	FOR					04/26/13 - 11:46 - 28202
4/26/2013	FOR					4/26/2013 11:45:54 AM. Reason:
4/26/2013	FOR					AutoClose from DDF
4/26/2013	FOR					04/26/13 - 11:46 - 28202
4/26/2013	FOR					User has updated the system for the
4/26/2013	FOR					following event: Upload Document.
4/26/2013	FOR					User changed date completed from
4/26/2013	FOR					4/4/2013 4:46:55 PM to completed on
4/26/2013	FOR					04/26/13 - 11:48 - 28202
4/26/2013	FOR					n.doc Select Document Type: :
4/26/2013	FOR					DECLARATION Comment: : Other
4/26/2013	FOR					Document Type: :
4/26/2013	FOR					04/26/13 - 11:48 - 28202
4/26/2013	FOR					User has completed the Upload
4/26/2013	FOR					Document data form with the
4/26/2013	FOR					following entries: Select File: :
4/26/2013	FOR					Beneficiary Declaration for Executio
4/26/2013	FOR					04/26/13 - 11:48 - 28202
4/26/2013	FOR					User has updated the system for the
4/26/2013	FOR					following event: Revised Document
4/26/2013	FOR					Imaged, completed on 4/26/2013
4/26/2013	FOR					AutoClose from DDF
4/29/2013	FOR					04/29/13 - 15:40 - 29761
4/29/2013	FOR					oClose from DDF
4/29/2013	FOR					04/29/13 - 15:40 - 29761
4/29/2013	FOR					User has updated the system for the
4/29/2013	FOR					following event: Doc
4/29/2013	FOR					Executed/Notarized and Sent to
4/29/2013	FOR					Attorney, completed on 4/29/2013 Aut
4/29/2013	FOR					04/29/13 - 15:40 - 29761
4/29/2013	FOR					uploaded under RID # 424598233 on
4/29/2013	FOR					4/29/2013 3:39 PM (ET)
4/29/2013	FOR					04/29/13 - 15:40 - 29761
4/29/2013	FOR					User has completed the Document
4/29/2013	FOR					Type Returned to Attorney data form
4/29/2013	FOR					with the following entries: Type
4/29/2013	FOR					of Document: : Executed Declaration
4/29/2013	FOR					04/29/13 - 15:40 - 29761
4/29/2013	FOR					User has updated the system for the
4/29/2013	FOR					following event: Review Document,
4/29/2013	FOR					completed on 4/29/2013
4/29/2013	FOR					04/29/13 - 15:40 - 29761
4/29/2013	FOR					User has completed the Doc
4/29/2013	FOR					Reviewed data form with the
4/29/2013	FOR					following entries: Document
4/29/2013	FOR					Execution: : Printed
4/29/2013	FOR					04/29/13 - 15:40 - 29761
4/29/2013	FOR					Process opened 4/29/2013 by user
4/29/2013	FOR					Anthony Dunn.
5/2/2013	DM				T:00000	EARLY IND: SCORE 191 MODEL E190S
5/2/2013	NT	FSV			T:23049	Reveled on Task 2, Acct in FCL, Acct in
5/2/2013	NT	FSV			T:23049	litigation, No work done, Will Monitor. Seshu
5/2/2013	NT	FSV			T:23049	23049
5/2/2013	PPT					mtr
5/2/2013	PPT					TASK:0002-FSV-CHANGD FUPDT 05/30/13
5/8/2013	FOR					05/08/13 - 11:44 - 21903
5/8/2013	FOR					approval.
5/8/2013	FOR					05/08/13 - 11:44 - 21903
5/8/2013	FOR					Reason: Other. Comments: An
5/8/2013	FOR					Appointment is needed to proceed. A
5/8/2013	FOR					Signature Required process has been
5/8/2013	FOR					opened. . Status: Active, awaiting
5/8/2013	FOR					05/08/13 - 11:44 - 21903
5/8/2013	FOR					System updated for the following
5/8/2013	FOR					event: User has reprojected the
5/8/2013	FOR					step Beneficiary Named in First
5/8/2013	FOR					Legal Action Verified to 6/7/2013. R
5/9/2013	CBR		0	00	1	T:00000
5/10/2013	ET		0	0	0	DELINQUENT: 180+ DAYS
5/13/2013	FSV		0	00	1	T:00000
5/14/2013	D19		0	04	8	ARM CHANGE NOTICE SCHEDULED FOR 05/13/13
5/14/2013	D19		0	04	8	INSP TYPE F ORDERED; REQ CD =AUTO DELQ
5/21/2013	D28		0	DT	8	ARM CHANGE NOTICE CREATED - LETTER
5/24/2013	FSV		0	00	1	T:00000
5/24/2013	PPT					FORCED BILLING STATEMENT FROM REPORT R628
5/24/2013	PPT					INSP TP F RESULTS RCVD; ORD DT=05/13/13
5/24/2013	PPT					mtr
5/24/2013	PPT					TASK:0002-FSV-CHANGD FUPDT 06/21/13
5/24/2013	NT	FSV				T:02367
5/24/2013	NT	FSV				Received on Vacant Open Report from CLFS, Acct in
5/24/2013	NT	FSV				T:02367
5/24/2013	NT	FSV				FCL, Acct in LIT. Sent to be reviewed. No work
5/30/2013	FOR					done at this time.**** -Suhasini-2367
5/30/2013	FOR					T:02367
5/30/2013	FOR					TASK:0602-FCL-CHANGD FUPDT 07/01/13
5/30/2013	FOR					05/30/13 - 15:26 - 33665



Page 90

6/18/2013	PPT					mtr	TASK:0602-FCL-CHANGD FUPDT 07/19/13
6/18/2013	PP						Received on Validated Open Report from CLEO, Assn
6/18/2013	NT	FSV				T:02367	done at this time *** -Suhasini-2367
6/18/2013	NT	FSV				T:02367	done at this time *** -Suhasini-2367
6/19/2013	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
6/27/2013	FOR						06/26/13 - 18:56 - 34063
6/27/2013	FOR						Reason: Other. Comments: AOM needed
6/27/2013	FOR						. Status: Active, awaiting
6/27/2013	FOR						approval.
6/27/2013	FOR						06/26/13 - 18:56 - 34063
6/27/2013	FOR						System updated for the following
6/27/2013	FOR						event: User has reprojected the
6/27/2013	FOR						step Beneficiary Named in First
6/27/2013	FOR						Legal Action Verified to 7/5/2013. R
7/2/2013	DM					T:00000	EARLY IND: SCORE 191 MODEL EI90S
7/8/2013	FOR						TASK:0602-FCL-CHANGD FUPDT 07/19/13
7/8/2013	FOR						07/05/13 - 23:13 - 53417
7/8/2013	FOR						Process opened 7/5/2013 by user
7/8/2013	FOR						Nanci Lambert.
7/8/2013	FOR						07/05/13 - 23:14 - 53417
7/8/2013	FOR						User has updated the system for the
7/8/2013	FOR						following event: Upload Document,
7/8/2013	FOR						completed on 7/5/2013 AutoClose
7/8/2013	FOR						from DDF
7/8/2013	FOR						07/05/13 - 23:15 - 53417
7/8/2013	FOR						nt is needed to proceed.
7/8/2013	FOR						Document/Signature Required process
7/8/2013	FOR						has been opened. . Status:
7/8/2013	FOR						Active, approval not required.
7/8/2013	FOR						07/05/13 - 23:15 - 53417
7/8/2013	FOR						System updated for the following
7/8/2013	FOR						event: User has reprojected the
7/8/2013	FOR						step NOTS Recorded to 7/19/2013.
7/8/2013	FOR						Reason: Other. Comments: An Assignme
7/8/2013	FOR						07/05/13 - 23:15 - 53417
7/8/2013	FOR						onward from weekend or holiday to
7/8/2013	FOR						next available business day. Date
7/8/2013	FOR						moved from 8/3/2013 to 8/5/2013..
7/8/2013	FOR						Status: Active, awaiting approval.
7/8/2013	FOR						07/05/13 - 23:15 - 53417
7/8/2013	FOR						Reason: Other. Comments: An
7/8/2013	FOR						Assignment is needed to proceed.
7/8/2013	FOR						Document/Signature Required process
7/8/2013	FOR						has been opened. Due date pushed f
7/8/2013	FOR						07/05/13 - 23:15 - 53417
7/8/2013	FOR						System updated for the following
7/8/2013	FOR						event: User has reprojected the
7/8/2013	FOR						step Beneficiary Named in First
7/8/2013	FOR						Legal Action Verified to 8/3/2013. R
7/8/2013	FOR						07/05/13 - 23:14 - 53417
7/8/2013	FOR						ment Type: : ASSIGNMENT OF MORTGAGE
7/8/2013	FOR						Other Document Type: : Special
7/8/2013	FOR						Instructions: :
7/8/2013	FOR						07/05/13 - 23:14 - 53417
7/8/2013	FOR						User has completed the Upload
7/8/2013	FOR						Document data form with the
7/8/2013	FOR						following entries: Select File: :
7/8/2013	FOR						Assignment for Exec.doc Select Docu
7/9/2013	FOR						07/09/13 - 14:42 - 22189
7/9/2013	FOR						Close from DDF
7/9/2013	FOR						07/09/13 - 14:42 - 22189
7/9/2013	FOR						User has updated the system for the
7/9/2013	FOR						following event: Doc
7/9/2013	FOR						Executed/Notarized and Sent to
7/9/2013	FOR						Attorney, completed on 7/9/2013 Auto
7/9/2013	FOR						07/09/13 - 14:42 - 22189
7/9/2013	FOR						User has completed the Document
7/9/2013	FOR						Type Returned to Attorney data form
7/9/2013	FOR						with the following entries: Type
7/9/2013	FOR						of Document: : Executed AOM
7/9/2013	FOR						07/09/13 - 14:32 - 22189
7/9/2013	FOR						Requested Revisions: : .
7/9/2013	FOR						07/09/13 - 14:32 - 22189
7/9/2013	FOR						User has completed the Document
7/9/2013	FOR						Execution data form with the
7/9/2013	FOR						following entries: Document
7/9/2013	FOR						Execution: : Printed for Execution
7/9/2013	FOR						07/09/13 - 14:32 - 22189
7/9/2013	FOR						User has updated the system for the
7/9/2013	FOR						following event: Document
7/9/2013	FOR						Execution, completed on 7/9/2013
7/9/2013	FOR						AutoClose from DDF
7/9/2013	FOR						07/09/13 - 14:32 - 22189
7/9/2013	FOR						Process opened 7/9/2013 by user Ty
7/9/2013	FOR						Thorogood.
7/10/2013	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
7/12/2013	FSV		0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =AUTO DELQ
7/16/2013	FOR						07/16/13 - 15:27 - 90165
7/16/2013	FOR						Doc Executed/Notarized and Sent to
7/16/2013	FOR						Attorney . Status: Active,
7/16/2013	FOR						approval not required.
7/16/2013	FOR						07/16/13 - 15:27 - 90165
7/16/2013	FOR						System updated for the following
7/16/2013	FOR						event: User has reprojected the
7/16/2013	FOR						step Aged Process Necessary to
7/16/2013	FOR						7/26/2013. Reason: Other. Comments:
7/16/2013	FOR						07/16/13 - 15:26 - 90165
7/16/2013	FOR						l Action Verified. Status: Active,
7/16/2013	FOR						Approved.
7/16/2013	FOR						07/16/13 - 15:26 - 90165
7/16/2013	FOR						System updated for the following
7/16/2013	FOR						event: User has approved the
7/16/2013	FOR						Reprojection Type Other for the
7/16/2013	FOR						step Beneficiary Named in First Lega

7/19/2013	FSV		0	00	1	T:00000	INSP TP F RESULTS RCVD; ORD DT=07/12/13
7/19/2013	NT					T:31372	Record on Vacant Open record from CLFS and in
7/19/2013	FSV					T:31372	Ref. At Property on 07/19/13 Board Vacant Open
7/19/2013	NT	FSV				T:00002	Task 0002-CHANGD FUPDT 08/16/13
7/19/2013	PPT						Task 0002-CHANGD FUPDT 08/16/13
7/19/2013	PPT						Task 0002-CHANGD FUPDT 08/16/13
7/19/2013	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
7/22/2013	FOR						TASK:0602-FCL-CHANGD FUPDT 08/22/13
7/22/2013	FOR						07/22/13 - 14:26 - 34192
7/22/2013	FOR						ding executed documents. .
7/22/2013	FOR						Status: Active, approval not
7/22/2013	FOR						required.
7/22/2013	FOR						07/22/13 - 14:26 - 34192
7/22/2013	FOR						ding executed documents. .
7/22/2013	FOR						Status: Active, approval not
7/22/2013	FOR						required.
7/22/2013	FOR						07/22/13 - 14:26 - 34192
7/22/2013	FOR						System updated for the following
7/22/2013	FOR						event: User has reprojected the
7/22/2013	FOR						step NOTS Recorded to 8/22/2013.
7/22/2013	FOR						Reason: Other. Comments: File is pen
7/22/2013	FOR						07/22/13 - 14:26 - 34192
7/22/2013	FOR						System updated for the following
7/22/2013	FOR						event: User has reprojected the
7/22/2013	FOR						step NOTS Recorded to 8/22/2013.
7/22/2013	FOR						Reason: Other. Comments: File is pen
7/30/2013	FOR						07/26/13 - 15:45 - 21903
7/30/2013	FOR						System updated for the following
7/30/2013	FOR						event: User has created a
7/30/2013	FOR						Process-Level issue for this
7/30/2013	FOR						loan.Issue Type: Screen Prints. Issu
7/30/2013	FOR						07/26/13 - 15:45 - 21903
7/30/2013	FOR						e Comments: Please provide updated
7/30/2013	FOR						screen prints Status: Active
8/2/2013	DM					T:00000	EARLY IND: SCORE 191 MODEL E190S
8/8/2013	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
8/9/2013	FOR						08/09/13 - 12:48 - 39235
8/9/2013	FOR						/ Subject: 7314.03549 / Nicholls,
8/9/2013	FOR						Linda /
8/9/2013	FOR						08/09/13 - 12:48 - 39235
8/9/2013	FOR						Intercom Message: / Read: 8/9/2013
8/9/2013	FOR						12:47:34 PM / From: Olliver,
8/9/2013	FOR						Danielle / To: Serrano, Marina; /
8/9/2013	FOR						CC: / Intercom Type: General Update
8/9/2013	FOR						08/09/13 - 12:13 - 21903
8/9/2013	FOR						r this loan, i requested them on
8/9/2013	FOR						7/26/13. Just waiting on these to
8/9/2013	FOR						prepare the NOS. Thank you,
8/9/2013	FOR						Danielle
8/9/2013	FOR						08/09/13 - 12:13 - 21903
8/9/2013	FOR						Intercom From: Danielle Olliver -
8/9/2013	FOR						To: Serrano,Marina; / Nicholls,
8/9/2013	FOR						Linda/Message: Hi, Could I
8/9/2013	FOR						please recieve updated financials fo
8/12/2013	FSV		0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =AUTO DELQ
8/12/2013	FOR						08/12/13 - 15:58 - 21903
8/12/2013	FOR						E VIEW DOCS 250076559" Screen
8/12/2013	FOR						Prints - FC 8/12/2013 3:57 PM
8/12/2013	FOR						(ET) THANK YOU .
8/12/2013	FOR						08/12/13 - 15:58 - 21903
8/12/2013	FOR						System updated for the following
8/12/2013	FOR						event: User has ended the Issue
8/12/2013	FOR						associated with this loan. Issue
8/12/2013	FOR						Type: Screen Prints. Comments: PLEAS
8/12/2013	FOR						08/12/13 - 16:54 - 00030
8/12/2013	FOR						Foreclosure (NIE Id# 47540794) sent
8/12/2013	FOR						to RCO Legal, P.S. at 8/12/2013
8/12/2013	FOR						4:53:44 PM by Automated Tasks
8/13/2013	FOR						SALE SCHEDULED (604) COMPLETED 08/13/13
8/13/2013	FOR						TASK:0605-FCL-CHANGD FUPDT 12/20/13
8/13/2013	FOR						08/13/13 - 11:04 - 21903
8/13/2013	FOR						ect: Issue Request /
8/13/2013	FOR						08/13/13 - 11:04 - 21903
8/13/2013	FOR						Intercom Message: / Read: 8/13/2013
8/13/2013	FOR						11:04:14 AM / From: Serrano, Marina
8/13/2013	FOR						/ To: Oliver, Danielle; / CC: /
8/13/2013	FOR						Intercom Type: General Update / Subj
8/13/2013	FOR						08/13/13 - 11:20 - 18914
8/13/2013	FOR						Process opened 8/13/2013 by user
8/13/2013	FOR						Routh Dis.
8/13/2013	FOR						08/13/13 - 11:20 - 18914
8/13/2013	FOR						User has updated the system for the
8/13/2013	FOR						following event: Sale Scheduled
8/13/2013	FOR						For, completed on 12/20/2013 (DIS)
8/13/2013	FOR						08/13/13 - 11:20 - 29102
8/13/2013	FOR						Reason: Other. Comments: File has
8/13/2013	FOR						been set. Waiting for NOS to
8/13/2013	FOR						record Status: Active,
8/13/2013	FOR						awaiting approval.
8/13/2013	FOR						08/13/13 - 11:20 - 29102
8/13/2013	FOR						System updated for the following
8/13/2013	FOR						event: User has reprojected the
8/13/2013	FOR						step Beneficiary Named in First
8/13/2013	FOR						Legal Action Verified to 8/20/2013.
8/16/2013	FOR						08/16/13 - 10:54 - 90165
8/16/2013	FOR						I Action Verified. Status: Active,
8/16/2013	FOR						Approved.
8/16/2013	FOR						08/16/13 - 10:54 - 90165
8/16/2013	FOR						System updated for the following
8/16/2013	FOR						event: User has approved the
8/16/2013	FOR						Reprojection Type Other for the
8/16/2013	FOR						step Beneficiary Named in First Lega
8/16/2013	FOR						08/16/13 - 10:55 - 90165
8/16/2013	FOR						ay. Comments: Sale Scheduled For
8/16/2013	FOR						12/20/2013 Status: Active,

8/16/2013	FOR					approval not required.
8/16/2013	FOR					09/18/13 - 15:55 - 34192
8/16/2013	FOR					System updated for the following
8/16/2013	FOR					step Aged Process Necessary to
8/16/2013	FOR					12/19/2013. Reason: Sale to Sale Del
8/19/2013	FSV	0	00	1	T:00000	INSP TP F RESULTS RCVD; ORD DT=08/12/13
8/20/2013	FOR					08/20/13 - 13:30 - 33665
8/20/2013	FOR					awaiting approval.
8/20/2013	FOR					08/20/13 - 13:30 - 33665
8/20/2013	FOR					Reason: Other. Comments: This file
8/20/2013	FOR					is on hold for Title Resolution.
8/20/2013	FOR					File is pending Action Suit to
8/20/2013	FOR					Quiet Title. Status: Active, aw
8/20/2013	FOR					08/20/13 - 13:30 - 33665
8/20/2013	FOR					System updated for the following
8/20/2013	FOR					event: User has reprojected the
8/20/2013	FOR					step Beneficiary Named in First
8/20/2013	FOR					Legal Action Verified to 9/19/2013.
8/20/2013	PPT					mtr
8/20/2013	PPT					TASK:0002-FSV-CHANGD FUPDT 09/17/13
8/20/2013	NT	FSV			T:31372	Rec'd on Vacant Open report from CLFS, acct in
8/20/2013	NT	FSV			T:31372	Fcl, At Property on 08/13/13 found Vacant Open.
8/20/2013	NT	FSV			T:31372	Acct in Litigation, will mtr. Chakrapani-31372
8/20/2013	D28		0	DT	8	FORCED BILLING STATEMENT FROM REPORT R628
8/22/2013	FOR					TASK:0602-FCL-CHANGD FUPDT 09/05/13
8/22/2013	FOR					08/22/13 - 09:46 - 34192
8/22/2013	FOR					d due to Title Issue. Status:
8/22/2013	FOR					Active, approval not required.
8/22/2013	FOR					08/22/13 - 09:46 - 34192
8/22/2013	FOR					System updated for the following
8/22/2013	FOR					event: User has reprojected the
8/22/2013	FOR					step NOTS Recorded to 9/5/2013.
8/22/2013	FOR					Reason: Other. Comments: File on hol
8/22/2013	FOR					08/22/13 - 11:07 - 90165
8/22/2013	FOR					I Action Verified. Status: Active,
8/22/2013	FOR					Approved.
8/22/2013	FOR					08/22/13 - 11:07 - 90165
8/22/2013	FOR					System updated for the following
8/22/2013	FOR					event: User has approved the
8/22/2013	FOR					Reprojection Type Other for the
8/22/2013	FOR					step Beneficiary Named in First Lega
9/11/2013	FSV	0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =AUTO DELQ
9/12/2013	CBR	0	00	1	T:00000	DELINQUENT: 180+ DAYS
9/13/2013	FOR					09/13/13 - 10:44 - 34192
9/13/2013	FOR					d due to Title Resolution.
9/13/2013	FOR					Status: Active, approval not
9/13/2013	FOR					required.
9/13/2013	FOR					09/13/13 - 10:44 - 34192
9/13/2013	FOR					System updated for the following
9/13/2013	FOR					event: User has reprojected the
9/13/2013	FOR					step NOTS Recorded to 9/27/2013.
9/13/2013	FOR					Reason: Other. Comments: File on hol
9/13/2013	FOR					TASK:0602-FCL-CHANGD FUPDT 09/27/13
9/19/2013	FOR					09/19/13 - 16:24 - 31408
9/19/2013	FOR					ay. Date moved from 10/19/2013 to
9/19/2013	FOR					10/21/2013. Status: Active,
9/19/2013	FOR					awaiting approval.
9/19/2013	FOR					09/19/13 - 16:24 - 31408
9/19/2013	FOR					Reason: Other. Comments: Title
9/19/2013	FOR					resolution in progress Due date
9/19/2013	FOR					pushed forward from weekend or
9/19/2013	FOR					holiday to next available business d
9/19/2013	FOR					09/19/13 - 16:24 - 31408
9/19/2013	FOR					System updated for the following
9/19/2013	FOR					event: User has reprojected the
9/19/2013	FOR					step Beneficiary Named in First
9/19/2013	FOR					Legal Action Verified to 10/19/2013.
9/19/2013	D28	0	DT	8		BILLING STATEMENT FROM REPORT R628
9/20/2013	FOR					09/20/13 - 13:39 - 90165
9/20/2013	FOR					I Action Verified. Status: Active,
9/20/2013	FOR					Approved.
9/20/2013	FOR					09/20/13 - 13:39 - 90165
9/20/2013	FOR					System updated for the following
9/20/2013	FOR					event: User has approved the
9/20/2013	FOR					Reprojection Type Other for the
9/20/2013	FOR					step Beneficiary Named in First Lega
9/23/2013	FSV	0	00	1	T:00000	INSP TP F RESULTS RCVD; ORD DT=09/11/13
9/23/2013	PPT					MTR
9/23/2013	PPT					TASK:0002-FSV-CHANGD FUPDT 10/21/13
9/23/2013	NT	FSV			T:13104	Rec'd on Vacant Open report from CLFS, acct in
9/23/2013	NT	FSV			T:13104	Fcl, At Property on 09/19/2013 found Vacant Open.
9/23/2013	NT	FSV			T:13104	Acct in Litigation, will mtr. Madhu 13104
9/26/2013	NT	TAX			T:03802	Corelogic reporting taxes paid with zero due for
9/26/2013	NT	TAX			T:03802	the 10/31/13 installment. Rolling tax line to next
9/26/2013	NT	TAX			T:03802	installment date 04/30/14 Payee 460170000 KING
9/26/2013	NT	TAX			T:03802	COUNTY parcel 072304932204
10/2/2013	DM				T:00000	EARLY IND: SCORE 191 MODEL E190S
10/4/2013	FOR					TASK:0602-FCL-CHANGD FUPDT 10/18/13
10/4/2013	FOR					10/04/13 - 15:21 - 10617
10/4/2013	FOR					rt action: DD dated Aug 1, 2013 (P)
10/4/2013	FOR					Duncan K. Robertson (D) GMAC
10/4/2013	FOR					Mortgage etc. Status: Active,
10/4/2013	FOR					approval not required.
10/4/2013	FOR					10/04/13 - 15:21 - 10617
10/4/2013	FOR					System updated for the following
10/4/2013	FOR					event: User has reprojected the
10/4/2013	FOR					step NOTS Recorded to 10/18/2013.
10/4/2013	FOR					Reason: Other. Comments: Pending cou
10/10/2013	PPT					MTR
10/10/2013	PPT					TASK:0002-FSV-CHANGD FUPDT 11/07/13
10/10/2013	NT	FSV			T:13104	** Rec'd on 2013 Wint List. Acct in FCL Account
10/10/2013	NT	FSV			T:13104	in litigation, no work orderd. Madhu 13104
10/11/2013	FSV	0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =AUTO DELQ
10/15/2013	CBR	0	00	1	T:00000	DELINQUENT: 180+ DAYS

10/18/2013	FOR					TASK:0602-FCL-CHANGD FUPDT 11/18/13
10/18/2013	FOR					10/18/13 - 15:23 - 30187
10/18/2013	FOR					to Declaration Pg 95 of 100
10/18/2013	FOR					d from weekend or holiday to next
10/18/2013	FOR					available business day. Date moved
10/18/2013	FOR					from 11/17/2013 to 11/18/2013..
10/18/2013	FOR					Status: Active, approval not require
10/18/2013	FOR					10/18/13 - 15:23 - 30187
10/18/2013	FOR					ding Action-Suit to Quiet Title,
10/18/2013	FOR					Can not proceed until our Title
10/18/2013	FOR					Resolution team is finished with
10/18/2013	FOR					this issue. Due date pushed forward
10/18/2013	FOR					10/18/13 - 15:23 - 30187
10/18/2013	FOR					System updated for the following
10/18/2013	FOR					event: User has reprojected the
10/18/2013	FOR					step NOTS Recorded to 11/17/2013.
10/18/2013	FOR					Reason: Other. Comments: File is pen
10/21/2013	D28		0	DT	8	BILLING STATEMENT FROM REPORT R628
10/22/2013	FSV		0	00	1	T:00000 INSP TP F RESULTS RCVD; ORD DT=10/11/13
10/22/2013	FOR					10/21/13 - 11:41 - 30187
10/22/2013	FOR					e. Can not proceed until this is
10/22/2013	FOR					resolved. . Status: Active,
10/22/2013	FOR					awaiting approval.
10/22/2013	FOR					10/21/13 - 11:41 - 30187
10/22/2013	FOR					Reason: Other. Comments: Our Title
10/22/2013	FOR					Resolution Team has placed this
10/22/2013	FOR					file on an internal hold due to le
10/22/2013	FOR					is pending Action-Suit to Quiet Till
10/22/2013	FOR					10/21/13 - 11:41 - 30187
10/22/2013	FOR					System updated for the following
10/22/2013	FOR					event: User has reprojected the
10/22/2013	FOR					step Beneficiary Named in First
10/22/2013	FOR					Legal Action Verified to 11/20/2013.
10/22/2013	PPT					mtf
10/22/2013	PPT					TASK:0002-FSV-CHANGD FUPDT 11/19/13
10/22/2013	NT	FSV				T:14855 Received on Vacant Open Report from CLFS, Acct in
10/22/2013	NT	FSV				T:14855 FCL Rep @ Prop on 10/19/2013 , Acc in Litigation,
10/22/2013	NT	FSV				T:14855 Sent to Review. *Ravi-14855.
11/4/2013	DM					T:00000 EARLY IND: SCORE 191 MODEL EI90S
11/6/2013	NT	VLORD				T:12305 Valuation Request Placed BLKF BPO Exterior
11/6/2013	NT	VLBLK				T:12305 Weekly Servicing Valuation request pending BLKF
11/6/2013	NT	VLBLK				T:12305 BPO Exterior
11/7/2013	ET		0	00	1	11/07/13 ORD AVM
11/7/2013	NT	COL50				T:12306 11/07/13 ORD EXT BPO Altisource Solution
11/8/2013	ET		0	0	0	ARM CHANGE NOTICE SCHEDULED FOR 11/11/13
11/11/2013	FSV		0	00	1	T:00000 INSP TYPE F ORDERED; REQ CD =AUTO DELQ
11/12/2013	NT	VLRVW				T:12306 BPO is in Review
11/12/2013	D19		0	04	8	ARM CHANGE NOTICE CREATED - LETTER
11/13/2013	NT	VLRCV				T:12305 Subject Property description: The subject is a SFR
11/13/2013	NT	VLRCV				T:12305 and appears to be in overall poor marketable
11/13/2013	NT	VLRCV				T:12305 condition. Condition issues noted are paint,
11/13/2013	NT	VLRCV				T:12305 windows, and yard. Repair estimate is \$5,500 and
11/13/2013	NT	VLRCV				T:12305 appears reasonable, at this time without interior
11/13/2013	NT	VLRCV				T:12305 inspection. The subject property is not currently
11/13/2013	NT	VLRCV				T:12305 listed for sale. Market/Neighborhood comments:
11/13/2013	NT	VLRCV				T:12305 This suburban market appears to be declining in
11/13/2013	NT	VLRCV				T:12305 value. The marketing times are under three months
11/13/2013	NT	VLRCV				T:12305 and the demand appears to be in a balance mode,
11/13/2013	NT	VLRCV				T:12305 per the recent BP
11/13/2013	NT	VLRCV				T:12305 O. The subject does conform to the area. Area is
11/13/2013	NT	VLRCV				T:12305 Improved with similar quality properties in
11/13/2013	NT	VLRCV				T:12305 superior average condition. Valuation comments: A
11/13/2013	NT	VLRCV				T:12305 recent BPO, value at \$74,000 dated 11/10/2013 has
11/13/2013	NT	VLRCV				T:12305 been analyzed for valuation purposes. All
11/13/2013	NT	VLRCV				T:12305 comparables appear to be current reasonable
11/13/2013	NT	VLRCV				T:12305 indicators of value. All comps were somewhat
11/13/2013	NT	VLRCV				T:12305 similar in age, GLA, condition and investor
11/13/2013	NT	VLRCV				T:12305 appeal. This report appears to be a reasonable
11/13/2013	NT	VLRCV				T:12305 indicator of value based on the limited data
11/13/2013	NT	VLRCV				T:12305 noted. This report is given weight to va
11/13/2013	NT	VLRCV				T:12305 lue. Supplemental data: A search for additional
11/13/2013	NT	VLRCV				T:12305 data was performed on our data source and did
11/13/2013	NT	VLRCV				T:12305 return similar comparables. No prior review in
11/13/2013	NT	VLRCV				T:12305 file. Value Conclusion: The report sales
11/13/2013	NT	VLRCV				T:12305 comparable price range was \$83,600 to \$108,000.
11/13/2013	NT	VLRCV				T:12305 Sold comparables at 323 SW 108th and 12023 4th are
11/13/2013	NT	VLRCV				T:12305 given primary weight to value based on their
11/13/2013	NT	VLRCV				T:12305 similarity in investor appeal. The additional sold
11/13/2013	NT	VLRCV				T:12305 comparables, pending comps and listings lend
11/13/2013	NT	VLRCV				T:12305 support to value with proper adjustments. Overall,
11/13/2013	NT	VLRCV				T:12305 the final value at \$74,000
11/13/2013	NT	VLRCV				T:12305 is deemed reasonable and supported herein based on
11/13/2013	NT	VLRCV				T:12305 the subject's quality, location, size, style, age
11/13/2013	NT	VLRCV				T:12305 and appeal. ### ###
11/13/2013	NT	COL50				T:12305 11/13/13 COMP EXT BPO Altisource Solution
11/13/2013	NT	COL50				T:12305 SEE GLONOTES
11/14/2013	CBR		0	00	1	T:00000 DELINQUENT: 180+ DAYS
11/18/2013	FOR					TASK:0602-FCL-CHANGD FUPDT 12/10/13
11/18/2013	FOR					11/18/13 - 12:32 - 34192
11/18/2013	FOR					: File is on hold due to Title
11/18/2013	FOR					Resolution. . Status: Active,
11/18/2013	FOR					approval not required.
11/18/2013	FOR					11/18/13 - 12:32 - 34192
11/18/2013	FOR					System updated for the following
11/18/2013	FOR					event: User has reprojected the
11/18/2013	FOR					step NOTS Recorded to 12/10/2013
11/18/2013	FOR					12:00:00 AM. Reason: Other. Comments
11/19/2013	D28		0	DT	8	BILLING STATEMENT FROM REPORT R628
11/20/2013	NT	30DRV				T:30024 Loan may not have rcvd necessary wout or
11/20/2013	NT	30DRV				T:30024 call attempts due to doc
11/25/2013	FOR					11/23/13 - 12:00 - 53417
11/25/2013	FOR					2:00:00 AM. Reason: Other.
11/25/2013	FOR					Comments: File is on Title Issue
11/25/2013	FOR					Hold - Litigation . Status:

11/25/2013	FOR					Active, awaiting approval.
11/25/2013	FOR					11/23/13 - 18:09 - 35063
11/25/2013	FOR					System updated for the following
11/25/2013	FOR					event: User has reprojected the
11/25/2013	FOR					step Beneficiary Named in First
11/25/2013	FOR					Legal Action Verified to 12/9/2013 1
11/25/2013	PPT					mtr
11/25/2013	PPT					TASK:0002-FSV-CHANGD FUPDT 11/26/13
11/25/2013	NT	DODV			T:25101	Per DOD website check 2013-11-25 primary borrower
11/25/2013	NT	DODV			T:25101	LINDA NICHOLLS is not active duty. Copy of DOD
11/25/2013	NT	DODV			T:25101	website is imaged in Looking Glass.
11/26/2013	NT	FSV			T:13103	Revealed on Task 2, Acct in FCL, Acct in
11/26/2013	NT	FSV			T:13103	litigation, No work done, Will Monitor.
11/26/2013	NT	FSV			T:13103	Naresh-13103
11/26/2013	PPT					mtr
11/26/2013	PPT					TASK:0002-FSV-CHANGD FUPDT 12/24/13
12/2/2013	FSV		0	00	1	T:00000 INSP TP F RESULTS RCVD; ORD DT=11/11/13
12/2/2013	NT	DODV			T:25101	Per DOD website check 2013-12-02 primary borrower
12/2/2013	NT	DODV			T:25101	LINDA NICHOLLS is not active duty. Copy of DOD
12/2/2013	NT	DODV			T:25101	website is imaged in Looking Glass.
12/9/2013	FOR					Sale scheduled
12/9/2013	FOR					TASK:0605-FCL-CHANGD FUPDT 12/20/13
12/9/2013	NT	DODV			T:25101	Per DOD website check 2013-12-09 primary borrower
12/9/2013	NT	DODV			T:25101	LINDA NICHOLLS is not active duty. Copy of DOD
12/9/2013	NT	DODV			T:25101	website is imaged in Looking Glass.
12/11/2013	FSV		0	00	1	T:00000 INSP TYPE F ORDERED; REQ CD=AUTO DELQ
12/11/2013	CIT	FCL			T:05613	057 NEW CIT809-REQUEST FOR PROPERTY PRES FEES
12/11/2013	CIT	FCL			T:05613	PROPERTY PRESERVATION TRACKING=Y: Provide O/S
12/11/2013	CIT	FCL			T:05613	Prop/Pres fees good through 30 days Loan
12/11/2013	CIT	FCL			T:05613	Number = 5315 PIR = 15.00 Values = 83.00
12/11/2013	CIT	FCL			T:05613	Taxes = 0.00 Insurance = 0.00 Please retarget
12/11/2013	CIT	FCL			T:05613	this CIT to the originating teller once
12/11/2013	CIT	FCL			T:05613	fees/costs are obtained
12/12/2013	CBR		0	00	1	T:00000 DELINQUENT; 180+ DAYS
12/12/2013	FOR					TASK:0602-FCL-CHANGD FUPDT 12/18/13
12/12/2013	FOR					12/11/13 - 18:07 - 35063
12/12/2013	FOR					ll be added and additional fees
12/12/2013	FOR					will be requested. Status:
12/12/2013	FOR					Active, approval not required.
12/12/2013	FOR					12/11/13 - 18:07 - 35063
12/12/2013	FOR					: There may be a Title Issue. Our
12/12/2013	FOR					Title Resolution team is reviewing
12/12/2013	FOR					and if an issue is present, a title
12/12/2013	FOR					issue will be opened, a worksheet wi
12/12/2013	FOR					12/11/13 - 18:07 - 35063
12/12/2013	FOR					System updated for the following
12/12/2013	FOR					event: User has reprojected the
12/12/2013	FOR					step NOTS Recorded to 12/18/2013
12/12/2013	FOR					12:00:00 AM. Reason: Other. Comments
12/12/2013	CIT	COL40			T:12348	057 Retargeting CIT 809
12/12/2013	CIT	COL40			T:12348	Open Invoices = \$0.00
12/12/2013	CIT	COL40			T:12348	Pending Invoices = \$0.00
12/12/2013	CIT	COL40			T:12348	Additional possible pres fees = \$0.00
12/12/2013	CIT	COL40			T:12348	Total quote = \$0.00
12/12/2013	CIT	COL40			T:12348	Good for the next 30 days
12/12/2013	CIT	COL40			T:12348	Ranjan - 12348
12/12/2013	NT	30DRV			T:30024	Loan may not have rcvd necessary wout or
12/12/2013	NT	30DRV			T:30024	call attempts due to ddc
12/13/2013	FOR					12/13/13 - 09:07 - 35215
12/13/2013	FOR					User has updated the system for the
12/13/2013	FOR					following event: Bidding
12/13/2013	FOR					Instructions To Attorney, completed
12/13/2013	FOR					on 12/13/2013
12/13/2013	NT	HCERT			T:17047	proceed
12/13/2013	NT	FCLRE			T:17047	qc complete, per legal ok to proceed to sale with
12/13/2013	NT	FCLRE			T:17047	acct in litigation, csauanders
12/13/2013	LIT					per legal, adv can proceed w/ sale
12/13/2013	LIT					reviewing w/ legal
12/13/2013	OL		0	28	3	WDOYBid Parm Letter
12/13/2013	NT	FCLRE			T:17047	in review
12/13/2013	FOR					BIDDING INSTRUCTIONS (609) COMPLETED 12/13/13
12/13/2013	NT	FCLRE			T:17047	in review
12/13/2013	CIT	FCL			T:05613	057 DONE 12/13/13 BY TLR 05613
12/13/2013	CIT	FCL			T:05613	TSK TYP 809-REQUEST FOR PRO
12/16/2013	FOR					12/13/13 - 17:46 - 35063
12/16/2013	FOR					issue will be opened, a worksheet
12/16/2013	FOR					will be added and additional fees
12/16/2013	FOR					will be requested. Status:
12/16/2013	FOR					Active, awaiting approval.
12/16/2013	FOR					12/13/13 - 17:46 - 35063
12/16/2013	FOR					:00:00 AM. Reason: Other. Comments:
12/16/2013	FOR					There may be a Title Issue. Our
12/16/2013	FOR					Title Resolution team is reviewing
12/16/2013	FOR					and if an issue is present, a title
12/16/2013	FOR					12/13/13 - 17:46 - 35063
12/16/2013	FOR					System updated for the following
12/16/2013	FOR					event: User has reprojected the
12/16/2013	FOR					step Beneficiary Named in First
12/16/2013	FOR					Legal Action Verified to 1/9/2014 12
12/16/2013	FOR					12/13/13 - 22:28 - 00030
12/16/2013	FOR					Foreclosure - Bidding Instructions
12/16/2013	FOR					(NIE Id# 62531474) sent to RCO
12/16/2013	FOR					Legal, P.S. at 12/13/2013 10:27:39
12/16/2013	FOR					PM by Automated Tasks
12/16/2013	FOR					12/16/13 - 15:40 - 29503
12/16/2013	FOR					User has updated the system for the
12/16/2013	FOR					following event: Bidding
12/16/2013	FOR					Instructions Received By Attorney,
12/16/2013	FOR					completed on 12/16/2013
12/16/2013	NT	DODV			T:25101	Per DOD website check 2013-12-16 primary borrower
12/16/2013	NT	DODV			T:25101	LINDA NICHOLLS is not active duty. Copy of DOD
12/16/2013	NT	DODV			T:25101	website is imaged in Looking Glass.
12/17/2013	FOR					12/17/13 - 14:44 - 90165
12/17/2013	FOR					reprojection has been denied for
12/17/2013	FOR					this file. Reason: Sale is

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12/23/2013	FOR					User has cleared the following
12/23/2013	FOR					values from the Sale Entry FR
12/23/2013	FOR					Sale 4 Reprojection Reason Entered
12/23/2013	FOR					to Declaration Pg 98 of 100
12/23/2013	FOR					12/20/13 - 19:04 - 53417
12/23/2013	FOR					n: there is no sale on calendar at
12/23/2013	FOR					this time.
12/23/2013	FOR					12/20/13 - 19:04 - 53417
12/23/2013	FOR					User has updated the system for the
12/23/2013	FOR					following event: Sale Scheduled
12/23/2013	FOR					For, User changed date completed
12/23/2013	FOR					from 12/20/2013 to incomplete. Reaso
12/23/2013	NT	DODV			T:25101	Per DOD website check 2013-12-23 primary borrower
12/23/2013	NT	DODV			T:25101	LINDA NICHOLLS is not active duty. Copy of DOD
12/23/2013	NT	DODV			T:25101	website is imaged in Looking Glass.
12/23/2013	NT	LEGAL			T:02105	Litigation invoice # 20809082130731 IAO \$6770.5
12/23/2013	NT	LEGAL			T:02105	Payable to Sussman Shank LLP Recoverable from the
12/23/2013	NT	LEGAL			T:02105	Investor Was paid Questions? - contact NGUYEN, JOE
12/23/2013	NT	LEGAL			T:02105	MT
12/23/2013	NT	LEGAL			T:02105	Disregard previous comment
12/23/2013	NT	LEGAL			T:02105	Litigation invoice # 867763 IAO \$7306.81 Payable
12/23/2013	NT	LEGAL			T:02105	to Bradley Arant Boult Cummings LLP Recoverable
12/23/2013	NT	LEGAL			T:02105	from the Investor Was paid. Questions? - contact
12/23/2013	NT	LEGAL			T:02105	VERMA, MANISH MT
12/23/2013	FOR					BIDDING INSTRUCTIONS (609) UNCOMPLETED
12/23/2013	FOR					SALE SCHEDULED (604) UNCOMPLETED
12/27/2013	FOR					TASK:0602-FCL-CHANGD FUPDT 01/21/14
12/27/2013	FOR					12/27/13 - 12:25 - 35063
12/27/2013	FOR					earn is finished. . Status:
12/27/2013	FOR					Active, approval not required.
12/27/2013	FOR					12/27/13 - 12:25 - 35063
12/27/2013	FOR					ll be added and additional fees
12/27/2013	FOR					will be requested. File is pending
12/27/2013	FOR					Action-Suit to Quiet Title. Cannot
12/27/2013	FOR					proceed until our Title Resolution t
12/27/2013	FOR					12/27/13 - 12:25 - 35063
12/27/2013	FOR					: There may be a Title Issue. Our
12/27/2013	FOR					Title Resolution team is reviewing
12/27/2013	FOR					and if an issue is present, a title
12/27/2013	FOR					issue will be opened, a worksheet wi
12/27/2013	FOR					12/27/13 - 12:25 - 35063
12/27/2013	FOR					System updated for the following
12/27/2013	FOR					event: User has reprojected the
12/27/2013	FOR					step NOTS Recorded to 1/21/2014
12/27/2013	FOR					12:00:00 AM. Reason: Other. Comments
12/27/2013	NT	FSV			T:31372	Rec'd in 2 Task , Account in Fcl,Acct. in
12/27/2013	NT	FSV			T:31372	Litigation. will mtr. chakrapani-31372
12/27/2013	PPT					mtr
12/27/2013	PPT					TASK:0002-FSV-CHANGD FUPDT 01/24/14
1/2/2014	DM				T:00000	EARLY IND: SCORE 191 MODEL E190S
1/2/2014	LIT					provided fact pkg
1/7/2014	NT	LEGAL			T:02105	Litigation invoice # 20809082130630 IAO \$1127
1/7/2014	NT	LEGAL			T:02105	Payable to Sussman Shank LLP Recoverable from the
1/7/2014	NT	LEGAL			T:02105	Investor Was paid today Questions? - contact
1/7/2014	NT	LEGAL			T:02105	NGUYEN, JOE MT
1/7/2014	NT	LEGAL			T:02105	Litigation invoice # 20809082130331 IAO \$675
1/7/2014	NT	LEGAL			T:02105	Payable to Sussman Shank LLP Recoverable from the
1/7/2014	NT	LEGAL			T:02105	Investor Was paid today Questions? - contact
1/7/2014	NT	LEGAL			T:02105	NGUYEN, JOE MT
1/7/2014	TPR					THIRD PARTY RECOVERABLE CODE 1127.00
1/7/2014	TPR					THIRD PARTY RECOVERABLE CODE 675.00
1/9/2014	CBR				T:00000	DELINQUENT: 180+ DAYS
1/10/2014	FSV	0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =AUTO DELQ
1/10/2014	FOR					01/10/14 - 16:59 - 90165
1/10/2014	FOR					to Sale Delay. Comments: firm
1/10/2014	FOR					advised: There may be a Title Issue
1/10/2014	FOR					. Status: Active, approval not
1/10/2014	FOR					required.
1/10/2014	FOR					01/10/14 - 16:59 - 90165
1/10/2014	FOR					System updated for the following
1/10/2014	FOR					event: User has reprojected the
1/10/2014	FOR					step Aged Process Necessary to
1/10/2014	FOR					1/23/2014 12:00:00 AM. Reason: Sale
1/10/2014	FOR					01/10/14 - 16:58 - 90165
1/10/2014	FOR					Ika Oliphant Subject:
1/10/2014	FOR					Reprojection Request Your request
1/10/2014	FOR					for a reprojection has be
1/10/2014	FOR					01/10/14 - 16:58 - 90165
1/10/2014	FOR					earn is working on this. We do not
1/10/2014	FOR					have a sale date because the sale
1/10/2014	FOR					date was removed due to Action-Suit
1/10/2014	FOR					to Quiet Title. From: Tame
1/10/2014	FOR					01/10/14 - 16:58 - 90165
1/10/2014	FOR					e: Reprojection Request The title
1/10/2014	FOR					issue is DD dated Aug 1, 2013 (P)
1/10/2014	FOR					Duncan K. Robertson (D) GMAC
1/10/2014	FOR					Mortgage etc. Our title resolution t
1/10/2014	FOR					01/10/14 - 16:58 - 90165
1/10/2014	FOR					Intercom From: Tameika Oliphant -
1/10/2014	FOR					To: Hackert,Denise; / Message: Hi
1/10/2014	FOR					Aimee, please see below update
1/10/2014	FOR					From: Denise Hackert Subject: R
1/10/2014	FOR					01/10/14 - 16:58 - 90165
1/10/2014	FOR					Tameika Oliphant - (Cont) - en
1/10/2014	FOR					denied for this file. Reason: Sale
1/10/2014	FOR					is scheduled for 12/20/2013, please
1/10/2014	FOR					advise what the title issue is
1/10/2014	FOR					01/10/14 - 17:02 - 38958
1/10/2014	FOR					Process opened 1/10/2014 by user
1/10/2014	FOR					Anthony McLaughlin.
1/10/2014	FOR					01/10/14 - 17:02 - 38958
1/10/2014	FOR					ne number is 865-637-7881. Invoice
1/10/2014	FOR					must be submitted within 48 hours
1/10/2014	FOR					of the billing cut-off date or
1/10/2014	FOR					invoice will not be paid.



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8/29/2014	TPP					THIRD PARTY REIMBURSE POSTED 00014	1107.50
8/29/2014	TPP					THIRD PARTY REIMBURSE POSTED 00014	675.00
8/29/2014	TPP					THIRD PARTY REIMBURSE POSTED 00014	925.00
9/2/2014	NT	LEGAL				T:17577	Recovered \$675 in litigation advances (invoice #
9/2/2014	NT	LEGAL				T:17577	# 20809082130731) from 21st Mortgage Corporation
9/2/2014	NT	LEGAL				T:17577	MT x45271
9/2/2014	NT	LEGAL				T:17577	Recovered \$1127 in litigation advances (invoice #
9/2/2014	NT	LEGAL				T:17577	20809082130630) from 21st Mortgage Corporation MT
9/2/2014	NT	LEGAL				T:17577	x45271
9/2/2014	NT	LEGAL				T:17577	Recovered \$50 in litigation advances (invoice #
9/2/2014	NT	LEGAL				T:17577	20809082130531) from 21st Mortgage Corporation MT
9/2/2014	NT	LEGAL				T:17577	x45271
9/2/2014	NT	LEGAL				T:17577	Recovered \$1107.5 in litigation advances (invoice
9/2/2014	NT	LEGAL				T:17577	# 20809082130430) from 21st Mortgage Corporation
9/2/2014	NT	LEGAL				T:17577	MT x45271
9/2/2014	NT	LEGAL				T:17577	Recovered \$525 in litigation advances (invoice #
9/2/2014	NT	LEGAL				T:17577	20809082130228) from 21st Mortgage Corporation MT
9/2/2014	NT	LEGAL				T:17577	x45271
9/2/2014	NT	LEGAL				T:17577	Recovered \$675 in litigation advances (invoice #
9/2/2014	NT	LEGAL				T:17577	20809082130331) from 21st Mortgage Corporation MT
9/2/2014	NT	LEGAL				T:17577	x45271
9/2/2014	NT	LEGAL				T:17577	Recovered \$67.5 in litigation advances (invoice #
9/2/2014	NT	LEGAL				T:17577	4GA-FI) from 21st Mortgage Corporation MT x45271
9/2/2014	NT	LEGAL				T:17577	Recovered \$45 in litigation advances (invoice #
9/2/2014	NT	LEGAL				T:17577	4GA-FI) from 21st Mortgage Corporation MT x45271
9/2/2014	NT	LEGAL				T:17577	Recovered \$27 in litigation advances (invoice #
9/2/2014	NT	LEGAL				T:17577	4GA-FI) from 21st Mortgage Corporation MT x45271
9/2/2014	NT	LEGAL				T:17577	Recovered \$112.5 in litigation advances (invoice #
9/2/2014	NT	LEGAL				T:17577	3GA-FI) from 21st Mortgage Corporation MT x45271
10/2/2014	LIT						reviewed acct

**Exhibit 3**

**Proposed Order**

**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

**ORDER GRANTING OBJECTION OF THE RESCAP LIQUIDATING TRUST  
TO CLAIM NUMBERS 2385, 2386, 2387, 2388, AND 2389  
FILED BY DUNCAN K. ROBERTSON**

Upon the objection (the “Objection”)<sup>1</sup> of The ResCap Liquidating Trust (the “Liquidating Trust”), as successor to Residential Capital, LLC and its affiliated debtors (collectively, the “Debtors”), seeking entry of an order, pursuant to section 502(b) of the Bankruptcy Code and Bankruptcy Rule 3007, disallowing and expunging the Robertson Claims (Claim Nos. 2385, 2386, 2387, 2388, and 2389) on the grounds that such claims have no basis in the Debtors’ Books and Records and are barred by res judicata, all as more fully described in the Objection; and the Court having jurisdiction to consider the Objection pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Objection and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Objection having been provided, and it appearing that no other or further notice need be provided; and upon consideration of the Objection and the Declaration of Kathy Priore annexed to the Objection as Exhibit 2; and the Court having found and determined that the relief sought in the Objection is in the best interests of the Liquidating Trust, the Liquidating Trust’s beneficiaries, the Debtors, their estates,

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

creditors, and other parties in interest, and that the legal and factual bases set forth in the Objection establish just cause for the relief granted herein; and responses to the Objection, if any, having been resolved, withdrawn or otherwise overruled by this Order; and after due deliberation and sufficient cause appearing therefor, it is hereby

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

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

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

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

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

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

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

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

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

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THE HONORABLE MARTIN GLENN  
UNITED STATES BANKRUPTCY JUDGE