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

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

**RESPONSE TO OBJECTION OF THE RESCAP BORROWER CLAIMS TRUST  
TO PROOF OF CLAIM FILED BY PAMELA D. LONGONI AND JEAN GAGNON  
CLAIM NOS. 2291, 2294, 2295 AND 2357**

COME NOW, PAMELA D. LONGONI, individually and as the Guardian Ad Litem for  
LACEY LONGONI, and JEAN M. GAGNON, by and through their attorneys, ERICKSON,  
THORPE & SWAINSTON, LTD., and Thomas P. Beko, Esq., and hereby submit the following  
response to the Objection to the Proof of Claims filed by Pamela D. Longoni and Jean Gagnon.

DATED this 22<sup>nd</sup> day of May, 2015.

ERICKSON, THORPE & SWAINSTON, LTD.

By /s/ Thomas P. Beko  
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**TABLE OF AUTHORITIES**  
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21	2012 WL 222920, *2 (D. Nev. Jan. 25, 2012)	27
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**RESPONSE TO OBJECTION OF THE RESCAP BORROWER CLAIMS TRUST TO  
PROOF OF CLAIMS FILED BY PAMELA D. LONGONI AND JEAN GAGNON  
CLAIM NOS. 2291, 2294, 2295 AND 2357**

1. The Claimants, Pamela D. Longoni and Jean Gagnon, hereby submit the following Response to the Objection to their Claims filed by debtors GMAC Mortgage, LLC (“GMACM”), and Executive Trustee Service, LLC (“ETS”) on April 24, 2015.<sup>1</sup> For the reasons set forth herein, the debtors’ Objection should be denied in its entirety.

2. First, and foremost, the debtors cannot defeat the plaintiffs’ claims because they cannot prove, under Nevada law, that they had *any* legal right to commence any foreclosure proceedings upon plaintiffs’ home. Second, the justification which is now being proffered by the debtors for commencing the foreclosure is entirely false and fabricated. Proof of this fact will be demonstrated herein through a recently obtained declaration of the actual former GMACM employee who was responsible for handling the plaintiffs’ request for a permanent loan modification. Finally, the plaintiffs will prove, through wholly undisputed evidence, that (1) they were promised that all attempts at foreclosure were on hold while they continued to pursue a permanent loan modification, and (2) that GMACM had actually approved their requested loan modification.

**I. Summary of the Claims and the Debtors’ Objection.**

3. In a nutshell, this case is a prime example of a foreclosure sale which occurred when the right hand did not knowing what the left hand was doing. In this case, on August 14, 2009, Executive Trustee Services, LLC (“ETS”) caused the sale of the plaintiffs’ 14-year home in Reno, Nevada. They did so purportedly at the direction of GMAC Mortgage, LLC (“GMACM”). It is the plaintiffs’ position that ETS conducted the foreclosure sale not knowing that GMACM had placed the foreclosure on hold while they sought to change the plaintiffs’ previously approved loan modification plan from a “Traditional” GMACM loan modification to a newly implemented “Obama Plan” (also known as “HAMP”) modification. And, as soon as GMACM discovered that ETS had sold the plaintiffs’ home, GMACM’s counsel contacted the plaintiff Longoni and admitted their error. Thereafter, GMACM attempted to recover the plaintiffs’ home back from the third party

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<sup>1</sup> The claimant Pamela D. Longoni asserted claims on behalf of her minor daughter, Lacey Longoni, as well. Thus, all arguments set forth herein also apply to her.

1 purchaser. However, the new purchaser refused to return to the home (because GMACM offered  
2 them only \$4,000.00 to unwind that sale). GMACM then took steps to mitigate the plaintiffs'  
3 damages, but refused to complete even that process when the plaintiffs refused to provide them a full  
4 release. This litigation ensued.

5 4. As will be demonstrated herein, in an effort to convince this Court to dismiss the  
6 plaintiffs' bankruptcy claims, the debtors have proffered an entirely *ex post facto* justification for the  
7 foreclosure, namely that the plaintiffs had breached a repayment plan (the "Repayment Agreement")  
8 that they entered into with GMACM. In this regard, the debtors now argue that the plaintiffs entered  
9 into a Repayment Plan with GMACM requiring them to make three temporary payments of  
10 \$1,600.00 which were to be followed by a balloon payment, specified only in an amount "in excess  
11 of \$19,000.00." The debtors claim that because the plaintiffs failed to make this required balloon  
12 payment, GMACM was authorized to complete the previously commenced foreclosure proceeding.

13 5. To support this claimed defense, the debtors have not provided this Court with a  
14 single affidavit from any witness who would testify that GMACM completed the foreclosure *because*  
15 the plaintiffs breached this Repayment Agreement. Instead, the debtors' defense is supported  
16 entirely upon their counsel's interpretation of obscure GMACM diary notes. As will be shown  
17 herein, their interpretation is entirely incorrect.

18 6. As is reflected in the Declaration of GMACM's own Loss Mitigation Specialist (Mr.  
19 Jonathan "Nate" Stephenson), although he had initially proposed a Repayment Agreement (which  
20 had been sent to the plaintiffs), he immediately abandoned that plan when it became obvious that  
21 the plaintiffs would never be able to meet its requirements. *See, Declaration of Jonathan "Nate"*  
22 *Stephenson, attached hereto as Exhibit 1, ¶¶ 4-9.* He thereafter embarked upon the process to  
23 qualify the plaintiffs for a permanent loan modification. That process began with the plaintiffs  
24 making temporary payments in the amount of \$1,600.00. During this time period GMACM placed  
25 all foreclosure activities on hold while they evaluated the plaintiffs' request. According to Mr.  
26 Stephenson, there never was a Repayment Agreement, and because there was no such plan there was  
27 no required balloon payment. And because there was no balloon payment, the plaintiffs were, at all  
28 times, in full compliance with all requirements GMACM had imposed upon them as part of their

1 application for a permanent loan. Thus, according to Mr. Stephenson, the plaintiffs were never in  
2 breach of any obligation imposed by GMACM. *Id. at ¶¶ 6, 10.*

3 7. In addition to this Declaration (which completely refutes the arguments now being  
4 proffered by the debtors' current counsel), the plaintiffs have also attached a previously obtained  
5 Affidavit from Mr. Stephenson wherein he provided that he actually received an email which  
6 indicated that the plaintiffs' request for a permanent loan modification had, in fact, been approved  
7 by GMACM's higher management. *See, Affidavit of Jonathan "Nate" Stephenson, also attached*  
8 *hereto as Exhibit 1.* Thus, the plaintiffs have evidence directly from GMACM's own agent which  
9 completely obliterates every argument proffered by the debtors in their current Objection. In light  
10 of this evidence, this Court should summarily reject all of the debtors' arguments which are not  
11 based upon actual evidence, but rather, strained extrapolations from vague log notes.<sup>2</sup>

12 **A. The Plaintiffs' Claims.**

13 8. As the debtors have aptly noted, the claims of Pamela Longoni and Jean Gagnon arise  
14 as a result of the sale of their home following a nonjudicial foreclosure that the claimants allege was  
15 wrongfully undertaken by the debtors GMACM and ETS. That foreclosure process began in  
16 February of 2009, and resulted in the sale of the claimants' home on August 14, 2009. The claimants  
17 brought suit alleging various claims based upon the substantive law of the State of Nevada.  
18 Generally speaking, the plaintiffs have asserted three claims.

19 9. First, the plaintiffs alleged that the foreclosure caused by GMACM and conducted  
20 by ETS was unlawful under Nevada law because neither GMACM nor ETS had the legal rights to  
21 both the plaintiffs' promissory note and their deed of trust. Because Nevada law explicitly requires  
22 that the foreclosing party possess both of these legal instruments, and because neither GMACM nor  
23

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24 <sup>2</sup> The debtors' Objection is filled with such unsupported arguments. Some of the most  
25 outlandish are the claims of a breach of an obligation to make a \$19,000+ balloon payment,  
26 claims that the plaintiffs did not make timely temporary payments, claims of repeated telephone  
27 calls to the plaintiffs demanding they provide further documentation to GMACM as part of their  
28 request for a loan modification, and claims the plaintiffs failed to return requested documentation  
when GMACM sought to qualify them under the HAMP program. The plaintiffs submit that the  
debtors are forced to rely upon such unsupported (and inadmissible) evidence, because they do  
not have a single witness who could proffer testimony to support their arguments. This Court  
should summarily reject any argument not supported by competent, admissible evidence.

1 ETS were possessed of those rights, the foreclosure was unlawful *ab initio*. Therefore, regardless of  
2 whether ETS followed Nevada's statutory rules on foreclosure, the foreclosure was still unlawful.

3 10. Next, the claimants alleged that when ETS conducted the foreclosure, they violated  
4 various provisions of Nevada statutory law, including provisions which required (1) a specific type  
5 of notice be personally served upon the plaintiffs, and (2) the debtors to participate in a mandatory  
6 mediation program before proceeding forward with the foreclosure. Because the debtors failed to  
7 comply with these statutory requirements, the foreclosure was again unlawful. Finally, the claimants  
8 alleged that they quite reasonably relied, to their great detriment, upon the representations made by  
9 GMACM's representatives Stephenson and Casas, that all foreclosure efforts were on hold while the  
10 plaintiffs pursued a permanent loan modification.

11 **B. The Debtor's Objection.**

12 11. In their current Objection the debtors assert four basic arguments. First, they argue  
13 that regardless of anything that GMACM's representatives may have said or done during the loan  
14 mitigation process, the foreclosure was proper since the claimants had breached both their original  
15 loan agreement as well as the "Repayment Agreement." Second, they assert that they complied with  
16 all the *then-applicable* non-judicial foreclosure statutes which existed in the State of Nevada. Third,  
17 the debtors argue that the plaintiffs could not legally rely upon Nate Stephenson's written  
18 representations (that their request for a permanent loan modification was approved or that the  
19 foreclosure process was on hold) because the representations were too vague or because Mr.  
20 Stephenson no longer had any authority to speak on behalf of GMACM (as he had been assigned to  
21 a new team at the time). Finally, the debtors claim that Nevada's Statute of Frauds renders any  
22 promises made by the debtors unenforceable.

23 **C. Procedural Authority.**

24 12. "Courts in the Second Circuit apply a burden shifting framework for claims  
25 objections." *In re: Metex Mfg. Corp.*, 510 B.R. 735, 740 ( Bankr.S.D.N.Y. June 13, 2014). Under  
26 this shifting burden analysis, a properly filed claim is deemed allowed unless a party in interest  
27 objects. 11 U.S.C. 502(a). *In re Residential Capital, LLC*, 2014 WL 1414136, \*5 (Bankr.  
28 S.D.N.Y. April 10, 2014). However, if the objector does *not* introduce evidence as to the invalidity

1 of the claim, the claimant need offer no further proof on the merits of the claim. *In re Residential*  
2 *Capital, LLC.*, 524 B.R. 465 (Bankr. S.D.N.Y. 2015). As noted above, in this case the objectors  
3 have failed to establish a fundamental predicate to their right to engage in *any* foreclosure activity.  
4 Because the debtors cannot make this predicate showing, the burden should never shift to the  
5 claimants to prove the validity of their claims (or show that the debtors' objections are not  
6 sustainable). However, in this Response, the claimants will prove both.

7 **II. The Debtors Have Failed to Establish That They Had Any Legal Right to**  
8 **Commence a Non-judicial Foreclosure Upon the Plaintiffs' Property. Therefore,**  
9 **They Cannot Negate an Essential Allegation of Any of the Claimants' Claims.**

10 13. To justify the relief requested, the debtors must necessarily prove to this Court that  
11 the foreclosure upon the plaintiffs' home was lawful. In this case, the debtors cannot. Under Nevada  
12 law, it is clear that before any party can lawfully commence a non-judicial foreclosure, that party  
13 must possess the legal rights to both the promissory note and the deed of trust. In *Edelstein v. Bank*  
14 *of New York Mellon*, 128 Nev. Adv. Op. 48, 286 P.3d 249 (Sept. 27, 2012), the Nevada Supreme  
15 made it clear that when MERS is designated as the original beneficiary on a deed of trust (which,  
16 of course, they were in this case, *see, Exhibit 2*), the note and deed of trust are split making  
17 nonjudicial foreclosure by either party improper. *Id. at \*7*. In reaching this decision, the Nevada  
18 Court found that such a division was not irreparable, however, the Court concluded that before a  
19 lawful nonjudicial foreclosure could be commenced, the promissory note and deed of trust had to  
20 be reunited in the same party.

21 14. Relying on the frequently cited decision of *Cervantes v. Countrywide Home Loans,*  
22 *Inc.*, 656 F. 3d 1034, 1039 (9<sup>th</sup> Cir. 2011), the Nevada Supreme Court explained that "[t]he deed and  
23 note must be held together because the holder of the note is only entitled to repayment, and does not  
24 have the right under the deed to use the property as a means of satisfying repayment." *Edelstein*, 286  
25 P.3d at 254. "Conversely, the holder of the deed alone does not have a right to repayment and, thus,  
26 does not have an interest in foreclosing on the property to satisfy repayment." *Id. See, also, Leyva*  
27 *v. National Default Servicing Corp.*, 127 Nev. Adv. Op. 40, 255 P.3d 1275, 1279 (2011)  
28 (recognizing note and deed of trust must be held by same person to foreclose). In this case, the  
debtors have never proven that either GMACM or ETS possessed the rights to both the promissory

1 note and the deed of trust. Because of this fact, the foreclosure was unlawful.

2 15. As the debtors noted, there were multiple amendments to the plaintiffs' original  
3 complaint. These amendments became necessary because the defendants could never identify who  
4 owned or held the note or the deed of trust. The plaintiffs will review the evidence surrounding this  
5 issue, but before they do it is important for this Court to first review the debtors' Objection to see  
6 how they attempted to cause this Court to quickly skip over this critical fundamental prerequisite.  
7 In two paragraphs, the debtors provide an intentionally vague history of the loan in an effort to  
8 convince this Court that they somehow had standing to pursue foreclosure upon the plaintiffs' home.  
9 First, in paragraph 7, they properly note that on September 29, 2005, Longoni executed a promissory  
10 note and deed of trust on certain real property located at 5540 Twin Creeks Drive, Reno, Nevada (the  
11 "Property"). *See, attached Exhibit 2.*<sup>3</sup> Debtors declare that this deed of trust was "in favor" of  
12 Equifirst Corporation. However, as the Court can see, while the Lender on the promissory note is  
13 identified as EquiFirst Corporation, the beneficiary of the deed of trust is not Equifirst Corporation,  
14 but rather, it is Mortgage Electronic Registration System, Inc. ("MERS"). *See, Deed of Trust p. 2.*  
15 Under the Nevada law set forth above, by naming MERS as the beneficiary, there was an immediate  
16 separation of the promissory note away from the deed of trust. *See, Edelstein v. Bank of New York*  
17 *Mellon*, 128 Nev. Adv. Op. 48, 286 P.3d 249 (Sept. 27, 2012). Under Nevada law, unless those two  
18 legal instruments were later reunited in the same party, no party could lawfully pursue foreclosure.

19 16. Next, debtors claim that in December of 2005, the "loan" was placed into a  
20 securitized trust under which Residential Funding Corporation acted as the master servicer.<sup>4</sup> They  
21 then claim that Homecomings Financial LLC, and later, GMACM, acted as the sub-servicer on the  
22 loan from 2005 to 2013. They of course offer absolutely no evidence to support any of these legal  
23 conclusions. From here, the debtors argue that Longoni defaulted on this "modified" loan in  
24 December of 2008, and as a result GMACM declared the loan in default and sent a notice of default

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25  
26 <sup>3</sup>The promissory note and deed of trust were also signed by the plaintiff Gagnon.

27 <sup>4</sup> The use of the word "loan" was not just sloppy lawyering, it was an intentional  
28 misnomer designed to obfuscate the fact that the promissory note and the deed of trust had been  
severed from one another.

1 on January 2, 2009. They claim that Longoni failed to cure the default, so on February 26, 2009,  
2 ETS formally recorded a Notice of Breach and Default. They claim that ETS sent notice of this  
3 filing to the plaintiffs on March 4, 2009.<sup>5</sup>

4 17. Again, the debtors failed to explain what they meant by the word “modified” loan.  
5 What they intentionally kept from this Court was the fact that on November 15, **2007**, Homecomings  
6 Financial, LLC entered into a previous loan modification agreement with the plaintiffs. *See, attached*  
7 *Exhibit 3, Adjustable Rate Loan Modification Agreement*. Contrary to the debtors’ current assertion,  
8 Homecomings Financial, LLC was not identified in that agreement as a “sub servicer” of the loan,  
9 but rather, Homecomings Financial, LLC was specifically identified as the “Lender.” **More**  
10 **importantly, the Adjustable Rate Loan Modification Agreement specifically provided that the**  
11 **“Lender” [Homecomings Financial, LLC] was the “legal holder and the owner of the Note and**  
12 **Security Instrument . . .”**

13 18. After GMACM and ETS finally filed an Answer in the underlying litigation, the  
14 plaintiffs served them with their first set of interrogatories which asked the defendants to identify  
15 each individual or entity that has or has had, or who has claimed to have had, possession and/or an  
16 ownership interest in the Note and Deed of Trust. *See, attached Exhibit 4*. On December 2, 2010,  
17 GMACM provided the following response:

18 **Response No. 1:**

19 9/29/05	Equifirst Corp	Origination
10/17/05	Loan registered with MERS	Loan originated with MERS as nominee
20 1/05/06	Residential Funding Co, LLC as Trustees	Transfer of beneficial rights from EC
10/08/06	Residential Funding Co, LLC	Transfer of servicing rights from EC

21  
22 Quite notably, Homecomings Financial LLC is never identified as either a holder or owner of the  
23 Note and/or the Deed of Trust. Moreover, there is no mention whatsoever of some “securitized  
24 trust” or any master or sub-servicer of the loan. Nevertheless, based upon this rather evasive  
25 response, the undersigned sought leave to amend the complaint to add claims against Residential  
26 Funding. The Court granted the motion and Residential Funding was then added as a defendant.

27  
28 <sup>5</sup> As will be shown below, this Notice came back to ETS as “undeliverable.”

1           19. On July 29, 2011, the parties appeared before the United States Magistrate Judge on  
2 an unrelated matter. During the course of that hearing, the debtors' counsel informed the court that  
3 he had received information from his clients that the owner of the Note was not Residential Funding,  
4 but rather it was owned by a company called Residential Asset Mortgage Products, Inc. *See, Minute*  
5 *Order, Doc. #80, Exhibit 5.* Shortly thereafter on August 5, 2011, GMACM served the plaintiffs  
6 with its Amended Response to Plaintiffs' First Set of Interrogatories. *See, Response to Interrogatory*  
7 *1, attached Exhibit 6.* In these responses, GMACM gave a completely different response. This time  
8 they stated that Residential Funding Corporation, LLC ("RFC") purchased the Loan from Equifirst  
9 in November, 2005, but pursuant to an subsequent Pooling and Servicing Agreement which  
10 transferred ownership of the loans from RFC to Residential Asset Mortgage Products, Inc.

11           20. Again, there was no reference to Homecomings Financial, LLC, who was identified  
12 in the November 15, 2007, Adjustable Rate Loan Modification Agreement as both the holder *and*  
13 owner of the Note and the deed of trust. That agreement was executed almost two years *after* the  
14 debtors claimed that the Residential Funding Corporation, LLC purchased the "Loan" from EquiFirst  
15 Corporation and transferred it into the securitized trust. Nevertheless, because of this amended  
16 discovery response, the plaintiffs again amended their complaint to add these entities.

17           21. The undersigned then took the depositions of the individuals identified as the Persons  
18 Most Knowledgeable ("PMK") for GMACM and ETS. GMACM identified Mr. Juan Aguirre as its  
19 PMK.<sup>6</sup> ETS identified Mr. Myron Ravelo as its PMK. Neither could identify who actually owned  
20 the plaintiffs' promissory note or deed of trust at the time of the foreclosure. *See, Aguirre*  
21 *Deposition, Exhibit 7, at pp. 62-66, 72-73, 87, 103-105. See, also, Ravelo Deposition, Exhibit 8, pp.*  
22 *21-22, 62-63, 83-85.* Under Nevada law, as the foreclosing party, ETS was legally required to  
23 possess both the promissory note and deed of trust. Clearly, they did not.

24           **III. The Debtors Failed to Comply with Nevada's Statutory Requirements for Non-**  
25           **Judicial Foreclosures. For these Additional Reasons, the Foreclosure was Unlawful.**

26           22. Even if the debtors had legal standing to pursue foreclosure proceedings against the

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27           <sup>6</sup> The individual identified as the Person Most Knowledgeable for GMACM also claimed  
28 that he was the PMK for Residential Funding Corporation. *Exhibit 7 at p. 8.*

1 plaintiffs' home, the foreclosure would still be unlawful because the debtors failed to comply with  
2 Nevada's non-judicial foreclosure statutes. The only defense offered by the debtors against these  
3 claims was that said statutes were not applicable because the charged statutes did not become  
4 applicable until July 1, 2009, long after the Notice of Default was filed in February, 2009.

5 23. The plaintiffs' first claims for relief were founded upon the defendants' alleged failure  
6 to comply with certain provisions of the Nevada Revised Statutes, namely sections 107.080, 107.085,  
7 107.086, 107.087 and 107.090. In 2009, Nevada adopted what is known as its mandatory  
8 Foreclosure Mediation Program. The essential terms of this program were codified through  
9 amendments to certain sections of the Nevada Revised Statutes, primarily NRS §107.080, §107.085,  
10 and §107.090. More significantly, Nevada added two key statutes which related primarily to the  
11 foreclosure mediation program, namely NRS §107.086 and §107.087. Pursuant to these statutes, to  
12 lawfully commence a foreclosure action, the trustee was first required to obtain a certification  
13 establishing that it he/she had participated in the program in good faith. *See, Edelstein v. Bank of*  
14 *New York Mellon*, 128 Nev. Adv. Op. 48, 286 P.3d 249 (Sept. 27, 2012), *see also, Pasillas v. HSBC*  
15 *Bank USA*, 127 Nev. Adv. Op. 39, 255 P.3d 1281 (2011).

16 24. The debtors' argument that these statutes did not apply fails for two reasons. First,  
17 certain parts of N.R.S. §107.085 (which required personal service of a specialized notice to owner-  
18 occupied property) were in effect since 2003, and the debtors completely failed to comply with those  
19 provisions. Second, as was readily acknowledged by ETS's PMK, because GMACM engaged in a  
20 loan modification plan pursuant to which it accepted further payments from the plaintiffs, ETS was  
21 thereafter obligated to restart that foreclosure process. Had ETS done so that process would have  
22 started after July 1, 2009, and the new statutes would have applied.

23 25. Contrary to the debtors' arguments, NRS §107.085, had been in full force and effect  
24 since 2003.<sup>7</sup> Under this statutory section, no later than 60 days before the date of the sale (in this  
25 case June 14, 2009) the debtors were required to personally serve the plaintiffs with a notice (**along**  
26 **with a copy of the promissory note**) which contained very detailed information. *See, Exhibit 10.*

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27 <sup>7</sup> For the convenience of this Court the claimants have attached a copy of the pre-2009  
28 version of NRS §107.085. *See, attached Exhibit 10.*

1 Because the debtors failed to comply with this statute, the foreclosure action was entirely unlawful.  
2 In addition, pursuant to NRS §107.080(4)(a) (which had also been in effect for several years before  
3 2009), the debtors were also obligated to provide the claimants with notice of the proposed trustee's  
4 sale either by certified or registered mail. In this case, the debtors claim that on July 23, 2009, they  
5 filed a Notice of Trustee sale in Washoe County and posted a copy in three public places. *See,*  
6 *Objection ¶ 16.* They further claim that they published the notice in the Sparks Tribune (a city sister  
7 to Reno, Nevada). *Id.* However, the debtors made no showing that such notice was served upon the  
8 plaintiffs by registered or certified mail.<sup>8</sup> For these reasons, the foreclosure was also unlawful.

9 **A. Because GMACM accepted further payments from the plaintiffs after the**  
10 **foreclosure process was stopped, they were thereafter required to restart the process which**  
11 **would have necessarily occurred after July 1, 2009, making Nevada's Mandatory Foreclosure**  
12 **Mediation process applicable.**

13 26. It is undisputed that in March of 2009, GMACM began working with the claimants  
14 on a loan modification program. It is also undisputed that as part of that process, the claimants  
15 made, and GMACM accepted, three separate payments of \$1,600.00. Those funds were never  
16 returned to the claimants. *See, attached Affidavit of Pamela D. Longoni, ¶ 33, Exhibit 9.* In his  
17 deposition, ETS's PMK admitted that once GMACM received and applied these funds to the  
18 plaintiffs' loan, the default amount would change and therefore the foreclosure process should have  
19 been started anew and he had no idea why that did not occur. *See, Ravelo Depo, Exhibit 8, pp. 122-*  
20 *123, 127, 137. See also, Aguirre deposition, Exhibit 7, p. 140.* Had the debtors done what ETS's  
21 PMK testified they should have done, the debtors would have been required to participate in  
22 Nevada's mandatory Foreclosure Mediation Program.<sup>9</sup> Admittedly, they did not.

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23 <sup>8</sup> To support their claim of compliance with these statutory sections, the debtors did  
24 nothing more than direct this Court to the generalized affidavit attached to the Trustee's Deed  
25 Upon Sale wherein an ETS employee generally claims that "All requirements of Nevada  
26 Statutes" (including "personal delivery") have been complied with. This declaration proves  
nothing. In fact, as noted above, it is clear that the debtors did not comply with N.R.S. 107.085  
by personally serving the plaintiffs with the notice (or a copy of the promissory note) as required  
by that statute. It is this false declaration which formed a basis for the plaintiffs' fraud claim.  
The representations are simply untrue.

27 <sup>9</sup> The debtors have attempted to avoid the implications of these facts by arguing that the  
28 claim would be barred by reason of certain provisions which were contained within the  
Foreclosure Repayment Agreement that Nate Stephenson originally proposed. *See, Objection, ¶*

1 **IV. The Plaintiffs' Fraud, Misrepresentation and Promissory Estoppel Claims are**  
2 **Entirely Valid as there is Irrefutable Evidence that Multiple GMACM**  
3 **Representatives Informed the Claimants That GMACM's Proposed Loan**  
4 **Modifications Were, in Fact, Fully Approved. The Evidence Is Also Irrefutable That**  
5 **GMACM Repeatedly Informed Longoni That All Foreclosure Actions Were on Hold.**

6 27. In this case, the plaintiffs allege that in response to their application for a loan  
7 modification, they were told to make monthly payments of \$1,600 while GMACM considered their  
8 request for a permanent modification to their loan. They admittedly made those payments, and  
9 during that time they were repeatedly told that the foreclosure process was on hold. They further  
10 claim that on June 30, 2012, Ms. Longoni was told by Mr. Stephenson that their request had been  
11 approved. The plaintiffs will now review the truly uncontroverted evidence which supports these  
12 factual allegations. This evidence consists of the Affidavit and Declaration from Loss Mitigation  
13 Specialist, Nate Stephenson, the debtors' own internal log notes (or diary), GMACM's  
14 correspondence, as well as email communications between Ms. Longoni and Mr. Stephenson.

15 28. The entire process began with an inquiry Ms. Longoni made when she and her  
16 partner, Mr. Gagnon, suffered financial difficulties when he was transferred from Reno to Las Vegas.  
17 When Ms. Longoni inquired about a modification to their existing loan, she was told that before they  
18 could be considered for a loan modification, they had to be in default. Because she had received this  
19 information, the plaintiffs did not make their December 2008 payment. *See, Longoni deposition,*  
20 *Exhibit 23, pp. 52-54.* On or about January 15, 2009, Ms. Longoni sent a request for a loan  
21 modification to Homecomings Financial as she believed that was the lender on their loan. *See,*  
22 *Longoni Affidavit, ¶6, attached Exhibit 9, and letter of January 15, 2009, attached Exhibit 11.* On  
23 February 18, 2009, GMACM's notes reflect that a "workout package" was sent to the claimants.  
24 *See, attached Exhibit 12, bates page GMAC-01-0065.* The very next day (February 19, 2009),  
25 GMACM referred the matter to ETS to commence foreclosure proceedings. *Id. See, also, Ravelo*  
26 *deposition, Ex. 8, p. 63.* On March 5, 2009, GMACM received the claimants' completed financial  
27 package. *See, Exhibit 12, bates page GMAC-01-0067.* And on March 10, 2009, GMACM approved  
28 the matter for their loss mitigation program. *See, Exhibit 12, bates page GMAC-01-0068.* That same

11. However, the debtors fully admit that the claimants never executed this agreement. *See,*  
*Objection, ¶ 10.* Thus, this argument is entirely specious.

1 day, GMACM instructed ETS to place all foreclosure actions on hold until directed otherwise by  
2 GMACM. *See, attached Exhibit 13, bates page ETS-01-000005.*

3 29. To assist its Loss Mitigation Specialists, GMACM adopted internal guidelines which  
4 they referred to as their Servicer Guide. *See, attached Exhibit 14, and Aguirre depo, pp. 158-159,*  
5 *Exhibit 7.* This guide identified the various options which were available for loss mitigation  
6 specialists. The options included “Temporary Indulgence,” “Repayment Plan,” “Special Forbearance  
7 Relief Agreement,” “Deed-In-Lieu of Foreclosure,” “Write Offs,” “Bankruptcy” and, of course,  
8 “Foreclosure.” Each had their own terms and conditions. As the Court can see, GMACM’s  
9 “Repayment Plan” simply allowed a borrower to increase his/her payments over time to make up for  
10 a deficiency, however, under a repayment plan, the loan would *not* be modified and there would be  
11 no write off or debt forgiveness. *See, Exhibit 14, bates p. RFC-001-000300, 369.* In contrast, a  
12 “Loan Modification” entailed a formal change in one or more terms of the original mortgage note.  
13 Such changes could include a change to the interest rate, payment amount, maturity date, or the  
14 principal balance of the loan. *See, Exhibit 14, bates p. RFC-001-000378.* Loan modifications could  
15 be done under several plans such as “Traditional,” “HAMP,” “Second Lien Bulk” or “Framework  
16 (Bush).” *See, Exhibit 14, bates GMAC-02-000193.* According to Mr. Aguirre, loan modifications  
17 start as “trial” modifications and then they are changed to “permanent” modifications. *See, Aguirre*  
18 *Deposition, pp. 185-186, Exhibit 7.* HAMP modifications (which are synonymous with “Obama”  
19 modifications) came into effect in March of 2009, but GMACM did not start to use them until May  
20 of 2009. *Id. at 164-165, 194.* GMACM Loan Specialists could utilize either Traditional plans or  
21 HAMP plans depending upon which option worked best for the borrower. *Id. at 165.* According to  
22 Aguirre, the specialist would look first to the Traditional modification, however, when the HAMP  
23 program was enacted, it was used as the terms were more liberal for the borrower (i.e., reduced  
24 interest rates, extended terms, etc.). *Id. at 188-189.* This is precisely what occurred in this case.

25 30. Confirming Mr. Stephenson’s Declaration that all efforts at a Repayment Agreement  
26 were abandoned in lieu of a permanent loan modification, (*Exhibit 1, ¶ 3*), GMACM’s March 10,  
27 2009 notes confirms that they were first going to pursue a Repayment Plan. *See, Exhibit 12, bates*  
28 *page GMAC-01-00068.* This plan consisted of 3 monthly payments of \$2,270.00, followed by a

1 balloon payment of \$19,421.76 *Id.* Attached hereto as *Exhibit 15* is the *proposed* Foreclosure  
2 Repayment Agreement. The addendum describes the payment schedule, including the balloon.  
3 When Ms. Longoni received this proposed plan, she contacted Mr. Stephenson and informed him  
4 that they could not afford the monthly payment of \$2,270.00, and they would never be able to make  
5 any type of a balloon payment. *See, Longoni affidavit, Exhibit 9, ¶ 10.* Mr. Stephenson's  
6 Declaration fully confirms this fact. *Exhibit 1, ¶ 4.* In response, Mr. Stephenson concluded that a  
7 Repayment Agreement was not a viable option for the plaintiffs, and as a result he made the decision  
8 to forego all attempts at a repayment plan and instead he pursued a permanent loan modification.  
9 *See, Stephenson Declaration, Exhibit 1, ¶ 4.* GMACM's log notes from March 19, 2009, fully  
10 confirm that change. *See, Exhibit 12, bates page GMAC-01-0072.* This log note reads as follows:

11           The borrower does not have enough savings to reinstate the loan and  
12           their financials do not support a repayment plan.

13 On the following page (*GMAC-01-0072*), GMACM's notes reflect Mr. Stephenson's Declaration  
14 that a "trial" loan modification was then being proposed. That note reads as follows:

15           Proposed Solution: GMAC Mortgage proposes a **3 month trial**  
16           **modification** consisting of a down payment of \$1600 and a monthly  
17           contribution of \$1600. Upon successful completion of the trial the  
18           estimated mod terms will be: Mod Type; Cap: Interest Rate Type:  
19           ARM to ARM; Interest Rate: 3.25; Index Rate 3.9; Margin: -0.65;  
20           Arm Freeze: 5 year Freeze; NPV \$10,737.80. (Emphasis added)

21           31. According to Mr. Stephenson, the loan modification plan that he proposed would  
22 included a three-month trial payment period during which time GMACM would decide whether to  
23 make the modification permanent. It would also afford GMACM an opportunity to see if the  
24 borrowers could meet the agreed upon monthly payment. *Id. at ¶ ¶ 4-6.* As he confirms, because  
25 this was *not* a Repayment Agreement (Plan), there was no scheduled balloon payment. And because  
26 this was not part of a Repayment Agreement, no new written Foreclosure Repayment Agreement was  
27 ever sent to Ms. Longoni. *Id. at ¶ 6.* Mr. Stephenson further confirmed that he never indicated to  
28 Ms. Longoni that they would be required to make any type of a balloon payment, thus they were  
never in breach of any such obligation. *Id. at ¶ 10. See, also, Longoni affidavit, Exhibit 9, ¶ 10.*

          32. GMACM's note of March 30, 2009, which confirms a debt forgiveness of  
\$186,000.00 further confirms Mr. Stephenson's Declaration that his plan was *not* a Repayment Plan,

1 but rather, was the first step in a permanent loan modification plan as GMACM's internal guidelines  
2 clearly state, Repayment Agreements do not entail any debt forgiveness. *Exhibit 12, bates page*  
3 *GMAC-01-0073*. The proposed agreement also indicated that the interest rate would be frozen for  
4 five years.<sup>10</sup> The plan was set to commence on March 30, 2009.

5 33. The debtors' claim that the plaintiffs were in breach of the Repayment Agreement is  
6 further belied by the amount of the claimed balloon payment. The debtors now claim that the  
7 plaintiffs were in breach because they failed to pay the \$19,421.76 balloon payment which was  
8 required as part of the Repayment Plan that Mr. Stephenson had initially proposed. However, as the  
9 debtors readily admit, that plan was never signed. *See, Objection ¶10*. As Mr. Stephenson noted  
10 in his Declaration, if his revised plan were a Repayment Plan with reduced payments of \$1,600.00,  
11 the balloon payment would have been far in excess of the payment called for in his initially proposed  
12 Repayment Agreement. *See, Exhibit 1, Stephenson Declaration, ¶ 9*.

13 34. The debtors' claim that the plaintiffs were in breach of the revised plan because they  
14 failed to make timely \$1,600.00 payments is also belied by both Mr. Stephenson's Declaration and  
15 GMACM's diary notes. Those notes reflect that on March 27, 2009, Longoni contacted GMACM  
16 and requested a couple more days to make the first payment. *See, Exhibit 12, GMAC-01-0073*. The  
17 notes reflect that Mr. Stephenson granted Longoni an extension until April 3, 2009, and Longoni  
18 made her payment within that time. Subsequent notes (and Mr. Stephenson's Declaration) prove that  
19 any delay in receipt of those payments was fully authorized by Mr. Stephenson (and GMACM).

20 35. From this point forward, the communications between Stephenson and Longoni are  
21 confirmed by email communications. These actual email communications are attached hereto in  
22 *Exhibit 16*. For the ease of this Court, the critical communications have been placed into a table  
23 which appears on the first page of the exhibit. The communications between Longoni and  
24 Stephenson begin on April 2, 2009, after Longoni had made the claimants first \$1,600.00 payment.  
25 She described the process she went through to make the payment. She then asked Mr. Stephenson  
26 when her next payment was due. He told her it was due on April 30, 2009. He followed that with

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27 <sup>10</sup> As this Court likely noticed, according to GMACM's own Servicer Guide, Repayment  
28 Plans were for a maximum of 18 months. *See, Exhibit 14*.

1 the following remark:

2 All that I am awaiting on in order to make this a permanent change  
3 (next 5 yrs) is approval from the Vice President of the Bank. I should  
know the outcome in the next month (ish).

4 On April 28, 2009, Mr. Stephenson further stated:

5 “ I just took a look at the notes on your loan and it looks as if one  
6 manager looked at it and agreed that it was a win win situation, but  
because it is \$186K that we are trying to write off, it has to go a little  
7 higher.”

8 36. On May 1, 2009, Longoni attempted to make her second payment to GMACM. *See,*  
9 *Longoni Affidavit, Exhibit 9, ¶ 17.* She had made the first payment via an on-line payment system,  
10 however, she was unable to do so when she tried to make the second payment. She also attempted  
11 to make the payment by directly contacting a phone representative, however, that request was  
12 refused. Because of these difficulties, Ms. Longoni again contacted Mr. Stephenson who explained  
13 to her that someone had put a “Certified Funds Flag” on her account which meant that all payments  
14 had to be certified. He told her that he had removed that flag. Four days later on May 5, 2009, Mr.  
Stephenson sent the following message to Ms. Longoni:

15 According to what I see we rcv'd \$1600 yesterday. You're good to  
16 go!!! It doesn't look like our VP has had a chance to look at this yet.  
17 (We are swamped!!!!!!!!!!) The notes that I saw are good though  
(indicating that it makes sense to do the Modification). **We still have**  
18 **2 months before I would have to set up a plan. So everything is**  
**still sort of on hold.** (Emphasis added)

19 37. According to PMK Aguirre, GMACM started to implement the HAMP program in  
20 May of 2009. *See, Aguirre Depo, p. 165, Exhibit 7.* GMACM's Log Notes of May 22, 2009,  
21 confirms this testimony through the following notation “Home Affordable Modification program  
22 sent to borrower.” *Exhibit 12, GMAC-01-0076.* By May 26, 2009, the claimants had still received  
23 no documentation from GMACM regarding the modification. Therefore, Longoni sent a follow up  
24 email asking if they should continue to make the \$1,600 payment. *See, Exhibit 16.* Mr. Stephenson  
25 sent a response advising “yes,” and he added that he expected an update soon and once a decision  
26 was made then “paperwork will be sent out with the new terms.” And, while it is true that Mr.  
27 Stephenson indicated that he was going to be moving to a new team *the following week*, he never  
28 indicated that he would have no authority to speak on behalf of GMACM. In accordance with Mr.

1 Stephenson's instructions, Longoni made their third payment on June 1, 2009. Still she heard  
2 nothing. *See, Longoni Affidavit, Exhibit 9, ¶ 18.*

3 38. The debtors now claim that the plaintiffs breached the Repayment Agreement when  
4 they failed to make the required balloon payment which would have been due on June 30, 2009.  
5 They further claim that the foreclosure process was only restarted *after* the claimants failed to pay  
6 the balloon payment. However, GMACM's notes prove otherwise. In this regard, a note dated  
7 March 30, 2009 (bates page GMAC-01-0073), reflects the entry "Promise Broken 03/30/09," and  
8 it is followed by a note dated 4/10/09 which states "Foreclosure Started." (Bates p. GMAC-01-0074).  
9 A note of 4/30/09 also states "Promise Broken 04/30/09" and is followed by a note of 5/8/09 stating  
10 "Foreclosure Started." Finally, a note dated 6/1/09 once again states "Promise Broken" and is  
11 followed by a note dated 6/12/09 which states "Foreclosure Started." GMACM's notes clearly  
12 disprove the debtors' current claim that the foreclosure occurred only because of the plaintiffs'  
13 failure to pay a balloon payment. Accepting as true GMACM's log notes, the plaintiffs were in  
14 breach from the very moment they didn't make the first \$2,270.00 payment. Nevertheless, GMACM  
15 continued to accept their \$1,600.00 payments, telling them they were "good to go."

16 39. The debtor's current argument that foreclosure was restarted after the failure to make  
17 the June 30, 2009 balloon payment is further belied by a log note dated July 2, 2009, from LHUCK  
18 ( Landon Huck) which states the following: "CALLED HOME LEFT MESSAGE. WILL NEED  
19 NEW HMP IN ORDER TO REVIEW FOR MOD. PLS HAVE BWR FAX TO 866-709-4744."  
20 *Exhibit 12, bates page GMAC-01-0077.* If GMACM had declared the plaintiffs in breach of their  
21 Repayment Plan, (and had decided to pursue foreclosure) why was Mr. Huck asking them to submit  
22 a HAMP work-up? The following note confirms his request to mail out such a package. *Id.*

23 40. During the later part of June, Longoni had made several attempts to speak to a new  
24 Loan Specialist, however, she could never contact anyone who knew the status of their request.  
25 Therefore, she again reached out to Mr. Stephenson. The following email exchange occurred.

26 27 28	6/29/09	Pam to Nate	Nate, I can't seem to get a hold of anyone who knows anything about the modification you were working on. Homecomings sent me information indicating that my payment was as it was before, and the balance was the same. Please help!!!!
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1	6/30/09	Nate to Pam	Hi Pam, I e-mailed my old dept yesterday and they responded that the file has been sent for final management approval. The person handling the file is Landon Huck. I hope that this helps you. Good luck.
2	6/30/09	Pam to Nate	Hi Nate, do you have any contact information for Landon? Thank you for still helping us. Hope you are having a nice summer. Pam
3	6/30/09	Nate to Pam	Hi Pam, I am sorry I am not able to give you the contact info. <b>I did, however, rcv an e-mail stating that the MOD had been approved yesterday, but that is all I know.</b> You may want to call in and see if you can get some more details. Thanks, Nate
4	6/30/09	Pam to Nate	Nate, when I call the regular Homecomings 800 number, no one knows any information. Do you have a suggestion as to what department I could start with? So it was approved? Does that mean the \$1600 payment and the principal reduction? Wow!
5	6/30/09	Nate to Pam	You might be able to try 1 800 799 9250
6	6/30/09	Pam to Nate	So "approved" means \$1600 a month and the principal reduction?
7	6/30/09	Nate to Pam	That is the way that I had it set up, however, I am not sure if that was how it was approved or not. Thanks, Nate

41. The debtors now argue that these statements are too vague to support either a modification of the plaintiffs' existing loan, a new contract, or even promissory estoppel as this email does not prove that the approval Stephenson described related to the plan that he had originally proposed. This disingenuous argument, however, is once again disproven by GMACM's own employees. In this regard, PMK Aguirre fully acknowledged that there was only one loan modification plan that was ever proposed by Mr. Stephenson, and that was the one which Stephenson had described to Longoni, namely \$1600 payments, with a \$186,000.00 write down. *See, Aguirre Deposition pp. 264-266, attached Exhibit 7. See also, Exhibit 12, (GMAC-01-0072)*

42. Beginning on July 1, 2009, Longoni attempted to make her next payment of \$1,600.00, however, the system would not accept that payment. *See, Longoni Affidavit, Exhibit 9, ¶ 21.* On July 9, she was finally able to make contact with a representative of GMACM. The individual she spoke with was named Henry. *Id.* During that call, she asked Henry about the status of her loan modification as she had been told on June 30, 2009, that it had, in fact, been approved. Much to her shock and amazement, Henry told her that it was *not* approved, that she owed

1 approximately \$19,000.00 and that if she did not pay it, they would sell their home. She attempted  
2 to make the next payment of \$1,600.00, however, he refused to accept it. He told her that it was only  
3 set up for three months. As both Ms. Longoni and Mr. Stephenson acknowledged, no one had ever  
4 told the plaintiffs that the payment plan was only for three months, or that there was a balloon.

5 43. Moreover, even though Henry told Ms. Longoni that she needed to pay \$19,000.00  
6 (or her home would be sold), Henry nevertheless advised her to submit a new workout package as  
7 per the Obama Modification plan. *See, Longoni Affidavit, Exhibit 9, ¶ 21.* He told her that they had  
8 60 days to continue to pursue a loan modification through this new federal program. Critically, he  
9 specifically told Ms. Longoni that the foreclosure would be on hold through this process. *Id.* Thus,  
10 according to Longoni, she believed that under the worst case scenario, they had until at least until  
11 September 9, 2009, to qualify for the new federal modification program. Ms. Longoni's claim is  
12 fully confirmed in GMACM's log note of July 9, 2009, which reads as follows:

13 TTB1 [talked to borrower] VAI [verified account information] CIBC  
14 WANTED TO INQ MOD THAT WAS APPROVED RECENTLY.  
15 ADV NT TRUE. ADV PREV REPAY PLAN IS COMPLETED.  
16 ADV TO RETURN WOUT PCK ASAP, TAT IS 60 DAYS, NO  
GUARANTEED. I TRIED TO UPDATE DTI CALC BUT B DID  
NT KNOW HER GROSS INCOME. SD SHE WOULD CB TOMO  
SHE HAD TO GO TO WORK.

17 \* \* \*

18 PAYCUT START: 9/2008 ONGOING. M/I; 1800 A MONTH.  
ADV F/C SALE DT ON HOLD, L/C AND C/R CONT. HCASAS.

19 *See, Exhibit 12, bates page GMAC-01-0078 (emphasis added).*<sup>11</sup> This note fully confirms Longoni's  
20 claim that Henry also told her that the foreclosure was only hold. Henry's representations were  
21 further confirmed by Mr. Stephenson in an email which read as follows:

22 Pam, It looks like they are trying to put you onto an Obama Modification. **Your**  
23 **Foreclosure is on Hold. GMAC does not want to take your house.** When we last  
24 talked I said that from the information that I could gather from my old dept. this was  
25 waiting to be approved by management. I am not sure what happened with that, but  
when I had originally set you up it was a traditional GMAC Mod. We are now trying  
to put everyone into the Obama plan.

26 See, Exhibit 16.

27  
28 <sup>11</sup> GMACM's PMK, Aguirre confirmed that this was a note written by Henry Casas. *See, Aguirre Deposition, Exhibit 7, pp. 247-248.*

1           44.     There is absolutely no evidence that anyone from GMACM or ETS ever told the  
2 plaintiffs that foreclosure efforts were not on hold. The debtors' current claim that the plaintiffs  
3 should not have relied upon these representations is truly offensive. This irrefutable evidence proves  
4 that GMACM had, in fact, approved the permanent loan modification which had been proposed by  
5 Mr. Stephenson, however, subsequent to that time GMACM decided to try and place the plaintiffs  
6 into a HAMP modification. GMACM's actions to continue to have the claimants *requalified* for the  
7 HAMP program are confirmed through another entry in GMACM's diary. In a note dated July 13,  
8 2009, yet another GMACM representative telephoned Longoni and left a message saying that they  
9 needed a completed Obama package back to review the account for a possible loan modification.  
10 *See, Exhibit 12, GMAC-01-0079.* At the same time that GMACM was telling Longoni to continue  
11 efforts to qualify for the HAMP program, GMACM sent the plaintiffs an automated letter dated July  
12 17, 2009, which stated that, "[T]he repayment plan we previously established at your request has  
13 been cancelled for one or more of the following reasons:"

14                     [[x]] The payment was not received by the payment date *as specified*  
15                     *in the signed repayment agreement.* (Emphasis added)

16     *See, attached Exhibit 24.* It is wholly undisputed that there never was a signed repayment plan and  
17 thus it is obvious that there was a huge disconnect between GMACM's employees.

18           45.     Despite the debtors' current claim that GMACM made the decision on July 15, 2009,  
19 to complete the previously started foreclosure (because the plaintiffs breached the repayment plan  
20 and their non-responsiveness to the company's outreach efforts,<sup>12</sup> *see, Objection ¶ 15*), GMACM  
21 continued to mislead the claimants into believing that a permanent loan modification was available.  
22 On July 29, 2009, GMACM directed the sending of a letter with yet another Financial Analysis  
23 Form. *See, Exhibit 12, GMAC-01-0081.* GMACM's log note of that day contains the following  
24 entry: "obama workout package provided in today 30 days to sale (no contact) letter." The letter  
25 referenced in this log entry (which is dated July 30, 2009) is attached hereto as 17. As the Court will

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26                     <sup>12</sup> Again, the debtors have not offered this Court an affidavit from any witness who states  
27 that the foreclosure was restarted for these reasons. In fact, the debtors have never shown this  
28 Court that the recommencement was the result of anything other than an automated action of  
their computer system.

1 note, that letter specifically contained a note which reiterates the “30 days to sale” notation that was  
2 referenced in the GMACM log notes. The plaintiffs were not given 30 days.

3 46. Having heard nothing further from GMACM, on August 3, 2009, Longoni sent  
4 another email to Nate Stephenson explaining how she was getting no assistance from GMAC and  
5 that she had gotten some notice in her mail from some place called ETS saying that her house was  
6 going to be sold at auction on the 18<sup>th</sup>.<sup>13</sup> Again, Mr. Stephenson responded telling her that she  
7 needed to send the workout back to GMACM. The following day (August 4, 2009) Longoni  
8 received a package from Fed Ex Express. *See, Longoni Affidavit, Exhibit 9, ¶ 27.*<sup>14</sup> Longoni  
9 returned the package on August 10, 2009.<sup>15</sup> *See, Exhibits 9, ¶¶ 27-28, and Exhibit 19.*

10 47. Not knowing that her home had been sold on August 14, 2009, on August 24, 2009,  
11 Longoni telephoned GMACM to inquire about the status of her newly-submitted loan modification  
12 request. *See, Longoni Affidavit, Exhibit 9, ¶ 29.* She advised the representative that she had received  
13 an email from Nate Stephenson on July 9, 2009, stating that the foreclosure was on hold and that she  
14 believed GMACM was trying to get them qualified under HAMP program. The representative told  
15 her that her home had been sold at foreclosure on August 14, 2009. Longoni told her that she wanted  
16 her home back, but was told that she would need to speak with the representative’s supervisor who  
17 was gone for the day. *Id.* Again, GMACM’s log notes fully confirm Longoni’s testimony. *See,*  
18 *Exhibit 12, bates pages GMAC-01-0086-87.* This diary note is critical for several reasons. First it  
19 shows that Longoni did not know her home had been sold at foreclosure. It also shows that Longoni  
20 specifically referenced the **July 9, 2009** email that she undisputedly received from Mr. Stephenson.

21 48. At two points in their instant Objection, the debtors quite recklessly claim that  
22

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23 <sup>13</sup> According to Longoni, she believed this was junk mail that had been sent in error as  
24 she had received notice that their request for a permanent modification had been approved.

25 <sup>14</sup> Attached *Exhibit 18* is a confirmation from Fed Ex showing that this package was  
received by Ms. Longoni on August 4, 2009.

26 <sup>15</sup> In their Objection, the debtor’s counsel declares to this Court that GMACM’s records  
27 do not reflect receipt of this package. Obviously, GMACM’s counsel would not have personal  
28 knowledge of this fact. She also states that Longoni never referenced having returned this  
package, however, Longoni’s August 24, 2009 email clearly reflects the fact that she “promptly  
returned” the workout package to GMAC.

1 Longoni fraudulently fabricated an email which purported to prove that on August 3, 2009,  
2 Stephenson had sent her an email which purportedly stated, "Don't worry your foreclosure is on  
3 hold." *See, Objection paragraph 28 (wherein the debtor's counsel actually quotes the alleged*  
4 *fraudulent representations, as well as paragraph 65).* To support this allegation, the debtors'  
5 counsel attached (as Exhibit 38) the email which she claims came from Pamela Longoni on August  
6 3, 2009. However, a review of this purported email clearly reveals that GMACM's representations  
7 are false. The only reference to an email is one dated August 24, 2009, which is a *forwarded* email  
8 (See, FW in Subject line) of Longoni's previous August 3, 2009 email to Nate Stephenson. This  
9 email most certainly does not contain the phrase quoted by GMACM's counsel (i.e., Don't worry  
10 your foreclosure is on hold"). Longoni did not "materially alter evidence," "forge a key document"  
11 or "falsify an August 3, 2009 email with Nate Stephenson." Longoni did nothing more than *forward*  
12 her exact email communications with Nate Stephenson between July 9, 2009 and August 3, 2009.

13 49. Although GMACM's Exhibit 38 does not prove any misrepresentation by Longoni,  
14 it does provide great evidence of GMACM's acknowledgment of fault in this matter. Further on  
15 down this email chain, the Court will see an August 26, 2009 email that GMACM employee Logan  
16 Gill sent to Benjamin Willis. In that email, Mr. Gill stated the following:

17 Hopefully you can help me out with this. Basically the long and  
18 skinny is that Nate told this lady the foreclosure was on hold when it  
19 is not and it went to 3<sup>rd</sup> party sale. He now knows not to email  
20 borrowers/3rd parties and will definitely be held responsible for his  
21 actions, but would this fall under the mod teams cost center as far as  
the rescind process is concerned? I am willing to do the leg work on  
it if I need to but I just need to figure out where this would fall.  
Thanks in advance for all your help.

22 50. The Claimants' account of the facts in this case are entirely confirmed by Mr.  
23 Stephenson's sworn affidavit and declaration. *See, Exhibit 1.* Moreover, GMACM's conduct after  
24 the August 14, 2009 foreclosure further proves the error which is reflected in Mr. Gill's email quoted  
25 above. As set forth in Ms. Longoni's attached Affidavit, on September 9, 2009, she received an  
26 unsolicited telephone call from GMACM's counsel Michael Knapp, Esq., who told her in no  
27 uncertain terms that GMACM made a terrible mistake. He told her that they were attempting to  
28 recover her home and that she would not have to move out. *See, Longoni Affidavit, Exhibit 9, ¶ 35,*

1 *and Exhibit 25, a copy of her Verizon telephone bill reflecting the 8 minute call.* Although the  
2 debtors initially denied admitting the error or taking actions to recover the plaintiffs' home from the  
3 new purchaser, both Messrs. Aguirre and Ravelo testified that they were fully aware that such actions  
4 had been undertaken. *See, Aguirre deposition, pp. 255-56, Exhibit 7, and Ravelo deposition, pp.*  
5 *127-129, Exhibit 8.* Moreover, during the course of discovery, the plaintiffs recovered a proposed  
6 Settlement Agreement pursuant to which GMACM sought to buy back the plaintiffs' home. *See,*  
7 *attached Exhibit 20.*<sup>16</sup> After the sale, GMACM also undertook took steps to completely remove from  
8 the claimants' credit records all negative references, both as to any default in their loan as well as  
9 the foreclosure. Attached hereto as *Exhibit 21* are letters and emails sent by GMACM's counsel  
10 relative to this process. *See, also, Longoni Affidavit, Exhibit 9, ¶ 37.*

11 51. Based upon the foregoing, several things are irrefutable. First, the claimants never  
12 defaulted upon any Repayment Plan by failing to make a balloon payment. The proposed Repayment  
13 Plan was abandoned in March of 2009, in favor of a Loan Modification. Second, the claimants made  
14 each of the \$1,600 payments called for under the "Trial" modification plan and as of June 29, 2009,  
15 GMACM approved their request for a permanent loan modification. Third, On June 30, 2009, Mr.  
16 Stephenson communicated that approval to the plaintiffs *in writing*. Fourth, after June 29, 2009,  
17 GMACM decided to change the claimants' loan modification plan from the Traditional plan to a  
18 HAMP modification. Fifth, during this process, Nate Stephenson and Henry Casas both informed  
19 Ms. Longoni that all foreclosure efforts were on hold and the claimants were never told otherwise.<sup>17</sup>  
20 And finally, GMACM fully admitted their errors after the August 14, 2009 sale.

21 **V. The Claimants' Breach of Contract and Fraud and Misrepresentation Claims**  
22 **are Valid.**

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24 <sup>16</sup> Apparently, the purchaser wanted more than the \$4,000.00 that GMACM was willing  
25 to pay for the return of the home.

26 <sup>17</sup> While Longoni acknowledged in her August 3, 2009 email to Stephenson that she had  
27 received some notice from "ETS" that her home was going to be sold on August 19, 2009, she  
28 believed that such notice had to be in error as GMACM had told her that her modification was  
approved and they were still working to get them approved for a HAMP modification. *See,*  
*Longoni Affidavit, ¶ 29.* It is also undisputed that the formal Notice of Trustee's Sale came back  
to ETS as undelivered. *See, attached Exhibit 22.*

1           52. The debtors made the very same challenge to the plaintiffs' Fraud and  
2 Misrepresentation claims before the Nevada District Court, however, that court expressly found that  
3 the claims stated valid claims for relief. *See, Longoni v. GMAC Mortg., 2010 WL 5186091, at \*4.*  
4 The debtors now seek to reargue the law of the case, claiming that the only false statement of fact  
5 that the claimants can remotely point to is Mr. Stephenson's June 30, 2009 statement that he had  
6 received an email stating that their modification had been approved the prior day (which the debtors  
7 claim he corrected that same day). *See, Objection, ¶ 45.* This is simply untrue. After Mr.  
8 Stephenson told Longoni that the request for a permanent modification had been approved, he did  
9 not tell her that modification was not approved, all he did was tell her that he was not certain of the  
10 exact terms of the modification. He did say that was how he had it set up. Thus, Mr. Stephenson's  
11 subsequent statement was not a retraction of his previous statement. The moment that Mr.  
12 Stephenson advised Ms. Longoni that their loan modification had been approved, an enforceable  
13 agreement was created. The plaintiffs sought a modification, made payments toward that  
14 application, and they were told it was approved.<sup>18</sup>

15           53. GMACM now seeks to deny the existence of this agreement by claiming that nine  
16 days after Mr. Stephenson told Longoni that their request for a permanent loan modification had  
17 been approved, Henry Casas told Ms. Longoni that there was no such approval. The argument is  
18 fatally flawed. Mr. Casas' statements to Ms. Longoni on July 9, 2009, did not vitiate the agreement,  
19 he simply repudiated the agreement which has been fully confirmed by Mr. Stephenson. This Court  
20 should take very special note of the fact that the debtors have not offered this Court any admissible  
21 evidence that GMACM did not, in fact, approve the plaintiffs' initial loan modification request.<sup>19</sup>

22           54. Additionally, GMACM's representation that the claimants are asserting only one false  
23 promise as the basis for their fraud claim is also quite erroneous. As was aptly noted by the Nevada  
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25           <sup>18</sup> As will be addressed below, contrary to the debtors' current arguments, that agreement  
26 was not in violation of the statute of frauds as it is clearly proven through writings, including Mr.  
Stephenson's June 30, 2009 email communication and GMACM's own diary notes.

27           <sup>19</sup> The debtors claim they could not find the email Mr. Stephenson referred to in his  
28 email of June 30, 2009, however, their PMK admitted that they never even looked for it.  
*See, Aguirre deposition, pp. 170-171, 176-177.*

1 federal district court (when it denied the debtors' first motion to dismiss), the plaintiffs' fraud claim  
2 was based upon **two** alleged false representations. The first related to the promise that the loan  
3 modification had been approved. The second false promise was that the foreclosure was on hold.  
4 As the Nevada Court properly concluded, the plaintiffs relied upon these statements in making the  
5 \$1,600.00 payments *and* by making no preparations to leave their home, thereby incurring additional  
6 moving costs and rental expenses. Moreover, as is set forth in Longoni's attached Affidavit, had she  
7 known that the promises of a stayed foreclosure were false, she would have pursued other means by  
8 which to bring the home out of foreclosure. *See, Longoni Affidavit, Exhibit 9, ¶ 43.* She quite  
9 reasonably relied upon the representations of both Messrs Stephenson and Casas. As such, the fraud  
10 and misrepresentations claims are clearly valid.

11 **VI. The Plaintiffs' Negligent Misrepresentation Claims Are Entirely Valid.**

12 55. Debtors claim that the Plaintiffs' fourth claim for relief entitled "Negligence and  
13 Negligent Misrepresentation" fails to state a viable claim because the debtors owed the plaintiffs no  
14 duty of due care. However, the specific roles of the parties within this action illustrate both a duty,  
15 and a myriad of viable negligence claims. As the debtors argue, a lender generally owes no duty of  
16 care to its borrower. However, "this is only true in a lender's conventional role as a mere lender of  
17 money. It does not indicate that lenders (or others such as ETS who had no lender-borrower  
18 relationship with the plaintiffs) have no duty of care in foreclosure proceedings." *Weingartner v.*  
19 *Chase Home Finance, LLC*, 702 F. Supp. 2d 1276, 1290 (D.Nev 2010). The duty of care applicable  
20 to foreclosures is, at a minimum, defined by Nevada's foreclosure statutes. "These statutes set the  
21 floor of the duty of care for a foreclosing entity." *Weingartner, Id.* at 1291.

22 56. The standards of negligence *per se* are well established at Nevada law. "A violation  
23 of statute establishes the duty and breach element of negligence only if the injured party belongs to  
24 the *class* of persons that the statute was intended to protect, and the injury is of the *type* against  
25 which the statute was intended to protect." *Anderson v. Baltrusaitis*, 113 Nev. 963, 965, 944 P.2d  
26 797, 799 (1997) The amended complaint reflects violations of various sections of the foreclosure  
27 code, NRS 107.080, *et seq.*, which establish negligence *per se* type claims. (*See*, #32, ¶¶ 27-34;  
28 ¶¶64-66.) This alleged violation of statutory duties in and of itself is sufficient to state a negligence

1 claim. *Weingartner*, 702 F.Supp. at 1290.

2 57. Moreover, claims for negligent foreclosure have been allowed to proceed to trial  
3 before a jury. *See, Gunsul v. Countywide Home Loans, Inc.*, 2006 WL 3586091, \*\*2-6 (Wash.App.)  
4 (negligent foreclosure claim allowed to proceed due to material issue of fact as to whether a lender  
5 failed to timely provide exact pay off information required to stop foreclosure); *Lenett v. World Sav.*  
6 *Bank*, FSB, 2008 WL 2009757, \*2 (Cal. App. 2d) (case submitted to trial against lender on claim  
7 of negligent foreclosure). On a related note, “wrongful foreclosure” clearly involves an element of  
8 negligence, and probable negligence per se when statutory violations are involved. This cause of  
9 action is recognized under Nevada law. “An action for the tort of wrongful foreclosure will lie if  
10 the trustor or mortgagor can establish that at the time the power of sale was exercised or the  
11 foreclosure occurred, no breach of condition or failure of performance existed on the mortgagor’s  
12 or trustor’s part which would have authorized the foreclosure or exercise of the power of sale.”  
13 *Collins v. Union Federal Sav. & Loan Ass’n*, 99 Nev. 284, 304, 662 P.2d 610, 623 (1983).

14 **A. Negligent misrepresentation is also properly stated.**

15 58. Negligent misrepresentation in Nevada is defined as follows:

16 One who, in the course of his business, profession, or employment,  
17 or in any other action in which he or she has a pecuniary interest,  
18 supplies false information for the guidance of others in their business  
19 transactions, is subject to liability for pecuniary loss caused to them  
by their justifiable reliance upon the information, if he or she fails to  
exercise reasonable care or competence in obtaining or  
communicating the information.

20 *Barmettler v. Reno Air, Inc.*, 114 Nev. 441, 449, 956 P.2d. 1382, 1387 (1998), *quoting* Rest. 2d of  
21 Torts, § 552(1)(1976). Elements toward satisfying these requirements of negligent misrepresentation  
22 may be found within the Third Amended Complaint. Very similar factual circumstances to those  
23 alleged herein have been found to state viable causes of action for negligent misrepresentation. For  
24 example, in *Ghervescu v. Wells Fargo Home Mortgage Co.*, 2008 WL 660248 (Cal. App. 4<sup>th</sup>)  
25 (unpublished), a property owner was given misinformation about a notice of default. He was in the  
26 process of applying for a forbearance agreement, and was never told that the application had been  
27 denied. He was further told that he would have ample time to “make arrangements” to cure any  
28 default and reinstate the loan since any trustee sale could not be held earlier than a certain fixed date.

1 *Id.*, \*\*1-2. Instead, and approximately five weeks prior to that fixed date, the property owner, when  
2 following up regarding his pending application, was told that the Trustee Sale had already been held.  
3 *Id.*, \*2. The California court applied a negligent misrepresentation standard all but identical with  
4 Nevada's. *Id.*, \*3. With an eye toward these allegations, that court allowed the plaintiff's negligent  
5 misrepresentation claim to proceed for the lower court's consideration. *Id.*, \*6. *See also, of similar*  
6 *effect, Fidelity Mortgage Trustee Service, Inc. v. Ridgeway East Homeowners Assoc.*, 27 Cal. App.  
7 4<sup>th</sup> 503, 506, 32 Cal. Rptr. 2d. 521, 523 (1994) (claim as to whether mortgage trustee had negligently  
8 misrepresented that foreclosure proceedings would be delayed allowed to proceed to the jury). Based  
9 upon the foregoing, the plaintiffs have clearly stated a viable claim for negligent misrepresentation.  
10 The evidence unequivocally demonstrates that the debtors made false statements of fact which were  
11 quite reasonably relied upon by the claimants to their great detriment. Thus, the claims are valid.

12 **B. Even assuming a "no duty" rule applicable to lenders, an exception to**  
13 **such "no duty" rule is stated by the complaint's averment.**

14 59. Moreover, based on the same misrepresentations, and purported efforts towards loan  
15 modification reflected within the Third Amended Complaint, said averments fall within an exception  
16 to any purported "no duty" rule. For example, within *Wiseman v. Hallham*, 113 Nev. 1266, 1270,  
17 945 P.2d. 945, 947-48 (1997) the Nevada Supreme Court adopted the Restatement (Second) of Torts  
18 § 323 (1965), which appears equally applicable here. That section provides:

19 One who undertakes, gratuitously or for consideration, to render  
20 services to another which he should recognize as necessary for the  
21 protection of the other persons or things, is subject to liability to the  
22 other for physical harm resulting from his failure to exercise  
reasonable care to perform his undertaking, if: (a) the failure to  
exercise such care increases the risk of such harm; or (b) the harm is  
suffered because of the other's reliance upon the undertaking.

23 60. Here, once GMACM undertook efforts at loan modification GMACM fell within the  
24 parameters of the above-referenced exception to the "no duty" rule. Although they may have had  
25 no legal obligation to engage in loan modification discussions with the plaintiffs, once they did so,  
26 they needed to act in a non-negligent fashion. Telling the plaintiffs their application for a loan  
27 modification had been approved, or even just telling them the foreclosure was on hold when it was  
28 not (as was admitted by Mr. Gill), GMACM assumed a legal duty and then breached it.

1                   **C. A claim for negligent infliction of emotional distress is also stated.**

2           61. To state a claim for NIED within the wrongful foreclosure context, the plaintiffs  
3 “must establish, at the very least, the traditional elements of negligence, and allege verifiable  
4 physical manifestations of emotional distress.” *Simon v. B of A*, 2010 WL 2609436, \*12 (D.Nev.),  
5 citing, *Betsinger v. D.R. Horton, Inc.*, 126 Nev. 17, 232 P.3d 433 (2010). The plaintiffs have pled  
6 all such elements, and as is set forth below, they have shown the requisite physical manifestations  
7 necessary for an award of damages under a negligent infliction of emotional distress claim. *See also*,  
8 *Betsinger v. D.R. Horton, Inc.*, 232 P.3d at 436 (putative mortgagor’s jury award against mortgagee  
9 reversed, since putative mortgagor had failed to present any evidence that he had suffered physical  
10 manifestation of emotional distress).<sup>20</sup> Furthermore, plaintiffs have averred a legally sufficient claim  
11 that the underlying foreclosure was wrongful, which also establishes a properly pled claim. *See, e.g.*,  
12 *Sattari v. Wash. Mut.*, 2010 WL 3896146, \*4 (D. Nev.)(summary judgment on NIED claim granted  
13 where defendant acted improperly in foreclosure process).

14                   **VII. The Claimants’ Breach of Contract and Promissory Estoppel Claims are entirely**  
15                   **valid.**

16           62. As the debtors have properly noted, to prove the breach of contract claim they need  
17 only show the existence of a valid agreement or contract between the parties, a breach of contractual  
18 terms by the defendant, and damages. *Tene v. BAC Home Loan Servicing, LP*, 2012 WL 222920,  
19 \*2 (D. Nev. Jan. 25, 2012). In this case, the evidence set forth above clearly proves there was an  
20 agreement to modify the claimants’ mortgage loan. The plaintiffs were told to make payments as  
21 part of their application for a loan modification, they were told what the new terms would be if  
22 approved, and after they made the required payments they were told their request was approved. A  
23 contract was formed at that point. The debtors erroneously claim that this agreement is  
24 unenforceable under Nevada’s applicable statute of frauds, namely NRS §111.220(1) since it would

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25           <sup>20</sup> The mere allegations reflected within the complaint, wherein the plaintiffs’ home was  
26 wrongfully sold from underneath their feet, constitutes extreme and outrageous behavior.  
27 Notably the *Betsinger* case made no contention that “extreme and outrageous” behavior was not  
28 shown within context of the failed real estate transaction. It reflects that the Nevada Supreme  
Court will recognize emotional distress claims within the mortgagor/mortgagee context, and this  
federal court, as one sitting in diversity jurisdiction, must apply the substantive law of the forum  
state in which it resides. *Adelson v. Hananel*, 2009 WL 2835119, \*3 (D. Nev.).

1 be an agreement which by its terms cannot be performed within one year from its execution. Again,  
2 these arguments are erroneous. As set forth in *Pinnacle Fitness and Recreation Management v.*  
3 *Jerry and Vickie Moyes Family Trust*, 2013 WL 1932888, the contract could be fully performed in  
4 one year. The claimants could have immediately sold the home to another or refinanced the loan  
5 through another lender. Thus, the statute of frauds does not even apply.

6 63. Secondly, the debtors have erroneously argued that the agreement itself had to be in  
7 writing and signed by the party to be charged. However, this is incorrect. Writings which satisfy  
8 the statute of frauds do not necessarily equate with common notions of what does, or does not,  
9 constitute a contract or written agreement. First, NRS 11.220 itself references merely “notes or  
10 memorandums” of the agreement being in writing. The exchange of a series of email correspondence  
11 between GMACM and Longoni satisfies all elements of contract formation and all essential elements  
12 of the contract. The emails reflect terms, dates sent, identity of the drafters, and signatures. Under  
13 Nevada law, this exchange of electronic communications is sufficient for contract formation. *See*,  
14 NRS 719.240(3)(“If a law requires a record to be in writing, an electronic record satisfies the law.”);  
15 NRS 719.100 (“‘Electronic signature’ means an electronic sound, symbol or process attached to or  
16 logically associated with a record and executed or adopted by a person with the intent to sign the  
17 record.”) This concept is not unique to Nevada. *See, Bronner v. Park Place Entm’t Corp.*, 137 F.  
18 Supp. 2d 306, 312 (S.D.N.Y.2001)(a series of correspondence and memoranda may constitute an  
19 agreement that satisfies the Statute of Frauds); *Gordon v. Beck & Gregg Hardware Co.*, 40 S.E.2d  
20 428, 432 (Ga. App. 1946)(statute of frauds may be satisfied by series of writings internally connected  
21 and intelligible without parol aid and showing an agreement coextensive with the stipulations of the  
22 alleged contract). *See, also, Pinnacle Fitness and Recreation Management v. Jerry and Vickie*  
23 *Moyes Family Trust*, 2013 WL 1932888 \* 4 (email exchange between parties sufficient to establish  
24 an enforceable agreement).

25 64. To whatever extent the former mortgage requires that modification be in writing,  
26 these subsequent exchanges also comply with the terms of the initial mortgage. *See, T & Beer, Inc.,*  
27 *v. Wine Source Selections, LLC* 2012 WL 360286, \*3 (N.J.Super. A.D. (Unpublished opinion))(series  
28 of e-mails satisfied requirement that modification of terms of agreement must be in wringing and

1 signed by the parties). More importantly, GMACM's own agent admits the agreement existed.  
2 Thus, the issue is entirely moot.

3 **A. The claimants' Promissory Estoppel Claim is also fully established by the**  
4 **record in this matter.**

5 65. Even if this court feels that the writing requirement is not met, promissory estoppel  
6 renders the promises made by GMACM fully enforceable. As the debtors have fully acknowledged,  
7 promissory estoppel may serve as an exception to the statute of frauds in very particular  
8 circumstances. *Nieto v. Litton Loan Servicing, LP*, 2011 WL 797496, \* 3 (D. Nev. Feb. 23, 2011).  
9 Nevada follows the doctrine of promissory estoppel articulated in the Restatement (Second) of  
10 Contracts §90 which provides as follows:

11 A promise which the promisor should reasonably expect to induce  
12 action or forbearance on the part of the promisee or a third person and  
13 which does induce such action or forbearance is binding if injustice  
14 can be avoided only by enforcement of the promise. The remedy  
15 granted for breach may be limited as justice requires.

16 *Dynalectric Co. V. Clark & Sullivan Constructors, Inc.*, 127 Nev. Adv. Op. No. 41, 255 P. 3d 286,  
17 288 (2011), *quoting* Restatement (Second) of Contracts, sec. 90(1)(1981). In this case, there can be  
18 no doubt but that GMACM's employees made multiple promises to the claimants that they relied  
19 upon. From the inception Mr. Stephenson told the plaintiffs that the foreclosure was on hold. Next,  
20 Mr. Stephenson promised the claimants that GMACM had approved their loan modification request.  
21 Third, even after Mr. Casas (Henry) told Ms. Longoni that Mr. Stephenson's previous statement  
22 about approval was not correct, both he and Mr. Stephenson still told Ms. Longoni that efforts to  
23 foreclose were on hold.<sup>21</sup> Moreover, these statements *are* contained in writings, both in email  
24 communications (from Mr. Stephenson) and in GMACM's own diary notes (regarding Mr. Casas).

25 66. The debtors' arguments that their promises were too vague and ambiguous to be  
26 enforceable is ridiculous. Mr. Stephenson's email communications, and especially his April 28,

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27 <sup>21</sup> The debtors claim that the claimants Gagnon and Lacey Longoni cannot prevail upon  
28 their claims for promissory estoppel because they had no contact with GMACM. Not  
surprisingly, GMACM cites no authority for this ridiculous proposition. Once GMACM made  
the promises to Longoni, she and Gagnon relied upon those representations. Lacey Longoni was  
merely a minor child who would be a third party beneficiary of those representations.

1 2009 email communications clearly identify the modified loan terms.<sup>22</sup> Additionally, the repeated  
2 promises that the foreclosure process was on hold were eminently clear. Finally, the debtors seek  
3 this Court's blessing for them to ignore their promises by arguing that no injustice would be suffered  
4 by not forcing the debtors to honor their word because of Longoni's fraud upon GMACM through  
5 her alleged falsified emails. This issue was discussed in detail above and needs no further comment.

6  
7 **VIII. Longoni's Intentional Infliction of Emotional Distress Claim Has Already Been**  
8 **Determined to Be Valid.**

9 67. Finally, the debtors challenge Longoni's intentional infliction of emotional distress  
10 claim, claiming that the conduct alleged cannot be deemed outrageous as a matter of law. Once  
11 again, the Nevada District Court has already rejected this argument. *See, Longoni v. GMAC Mortg.,*  
12 *2010 WL 5186091, at \*6.* In this regard, the Nevada court stated as follows:

13 [t]he court finds that under the facts alleged in the complaint, namely  
14 that defendants requested plaintiffs apply for a different loan  
15 modification and assured plaintiffs that the foreclosure was on hold  
16 during this new application process, plaintiffs have alleged extreme  
17 and outrageous conduct sufficient to state a claim for intentional  
18 infliction of emotional distress by the subsequent trustee's sale less  
19 than a month later.

20 68. Next, the debtors allege that there is nothing in the factual record put forth by Longoni  
21 indicating that she manifested any physical symptoms from the debtors' conduct. This is clearly  
22 incorrect. During her deposition, and in her attached Affidavit, Longoni provided detailed accounts  
23 of the effects of the debtors' action on both her and her daughter. *See, Longoni Affidavit, Exhibit 9,*  
24 *paragraphs 38-42, and Excerpts of her Deposition, at Exhibit 23. See, Franchise Tax Board v. Hyatt,*  
25 *130 Nev. Adv. Op. 71, 335 P.3d 125 (2014).* Based upon the foregoing, this Court should find that  
26 the debtors have completely failed in their obligation to prove the invalidity of the plaintiffs' claims.  
27 The facts of this case cry out for relief. The claims are valid and worth far more than \$600,000.00

28 DATED this 22<sup>nd</sup> day of May, 2015.

ERICKSON, THORPE & SWAINSTON, LTD.

By /s/ Thomas P. Beko

27 <sup>22</sup> The monthly payments would be \$1,600.00 per month with a principal reduction of  
28 \$186,000. After five years the interest rate would increase by no more than 1% per year, never to  
exceed \$13.875.

1 UNITED STATES BANKRUPTCY COURT  
2 SOUTHERN DISTRICT OF NEW YORK

3 In re: Case No. 12-12020 (MG)  
4 RESIDENTIAL CAPITAL, LLC, et al., Chapter 11  
5 Debtors. Jointly Administered

6 **EXHIBITS TO**  
7 **RESPONSE TO OBJECTION OF THE RESCAP BORROWER CLAIMS TO PROOF OF**  
8 **CLAIM FILED BY PAMELA D. LONGONI AND JEAN GAGNON**  
9 **CLAIM NOS. 2291, 2294, 2295 AND 2357**  
10 **Exhibit Index**

- 11 1. Declaration of Nate Stephenson, May 12, 2015, and Affidavit of Nate Stephenson, May 15, 2012  
12 2. Promissory Note and Deed of Trust re: 5540 Twin Creeks Drive, Reno, Nevada, dated September 29, 2005  
13 3. Adjustable Rate Loan Modification Agreement  
14 4. GMACM Response to Plaintiffs' First Set of Interrogatories  
15 5. Minute Order, Doc. No. 80, July 29, 2011  
16 6. GMACM Amended Response to Interrogatories  
17 7. Excerpts, Deposition of Juan Aguirre, September 1, 2011  
18 8, 62-66, 72-73, 87, 94, 103-105, 140, 158-159, 164-165,  
19 170-171, 176-177, 185-186, 188-189, 194, 247-248, 255-256  
20 264-266  
21 8. Excerpts, deposition of Myron Ravelo, September 8, 2011  
22 21-22, 62-63, 83-85, 122-123, 127-129, 137  
23 9. Affidavit of Pamela Longoni  
24 10. Pre-2009 version of N.R.S. §107.085  
25 11. January 15, 2009, letter from claimants to Homecomings Financial  
26 12. GMACM Log Notes (Diary) GMACM automated letter to claimants, July 16, 2009  
27 13. ETS Log Notes (Diary), ETS-01-00005  
28 14. GMACM Servicer Guide  
15. Proposed Foreclosure Repayment Agreement  
16. Emails between Longoni and Stephenson

- 1 17. GMACM Letter, July 30, 2009
- 2 18. Federal Express confirmation
- 3 19. Financial Analysis Form
- 4 20. Proposed Settlement Agreement with National Real Estate Services
- 5 21. Letters and emails sent by GMACM's counsel
- 6 22. Undelivered Notice of Trustee Sale
- 7 23. Excerpts, Deposition of Pamela Longoni, November 10, 2011
- 8 24. GMACM automated letter to claimants, July 16, 2009
- 9 25. Verizon Billing Records

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# **EXHIBIT 1**

# **EXHIBIT 1**

1 THOMAS P. BEKO, ESQ. (#002653)  
2 PAUL M. BERTONE, ESQ. (#004533)  
3 ERICKSON, THORPE & SWAINSTON  
4 99 West Arroyo Street  
5 P.O. Box 3559  
6 Reno, Nevada 89505  
7 Telephone: (775) 786-3930  
8 *Attorneys for Plaintiffs*

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UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA - RENO DIVISION

11 PAMELA D. LONGONI, individually  
12 and as Guardian Ad Litem for LACEY  
13 LONGONI, and JEAN M. GAGNON,

Case No.: 3:10-CV-00297-LRH-(VPC)

13 Plaintiffs,

14 vs.

15 GMAC MORTGAGE, LLC., a Delaware  
16 Limited Liability Company, EXECUTIVE  
17 TRUSTEE SERVICES, LLC., a Delaware  
18 Limited Liability Company, ILLANNA  
19 PETERSON, KATHLEEN GOWEN,  
20 individuals, DOES 1-10; BLACK AND  
WHITE CORPORATIONS 1-10,  
corporations; ABLE & BAKER  
COMPANIES 1-10, co-partnerships and  
or limited liability companies,

21 Defendants.  
22 \_\_\_\_\_/

23 DECLARATION OF JONATHAN "NATE" STEPHENSON

24 1. I am over the age of eighteen years, and a resident of the County of Dallas, State  
25 of Texas.

26 2. I was employed with GMAC Mortgage, LLC, from approximately January or  
27 February of 2009, until late in 2009, as a Loss Mitigation Specialist. I am providing this  
28 Declaration in supplement to the previous affidavit that I signed on May 15, 2012.

1           3. That as part of my duties as a Loss Mitigation Specialist, I was assigned the task  
2 of reviewing a request by Pamela Longoni and Jean Gagnon for loan modification which was  
3 prompted by a financial hardship that they had encountered. After receiving their request for  
4 assistance and a completed workout package, I began to consider various loss mitigation  
5 plans which were utilized by GMAC Mortgage. The first option that I considered was a  
6 Repayment Plan pursuant to which a borrower is given an opportunity to make temporary  
7 reduced payments which is later followed by a balloon payment which would include  
8 payment of all incurred arrearages. A proposed plan was sent to Ms. Longoni for her  
9 approval.

10           4. Shortly thereafter, I received a call from Ms. Longoni wherein she indicated that  
11 she and Mr. Gagnon lacked sufficient funds to pay any balloon, and because of their existing  
12 financial condition, they would not be able to even pay the monthly payments. At that point,  
13 I made the decision to forego all attempts at a repayment plan and instead sought to gain  
14 approval for a permanent loan modification. After reviewing the borrowers' financial  
15 records, we concluded that they would be able to meet a monthly payment of \$1,600.00. I  
16 set up a proposed permanent loan modification plan which would include monthly payments  
17 of \$1,600.00. To achieve these payments, the loan modification would entail a forgiveness  
18 of \$187,000.00 from the principal of the loan.

19           5. Because of the amount of loan forgiveness, I did not have the authority to authorize  
20 a permanent modification of the Longoni/Gagnon loan. Thus, on or about March 19, 2009,  
21 I submitted my request for approval of the proposed permanent loan modification. Over the  
22 next 90 days I reviewed the internal GMACM log notes which appeared to indicate that their  
23 request was going to be approved.

24           6. As part of the loan modification plan, the borrowers (Longoni and Gagnon) were  
25 required to make monthly payments in the amount of \$1,600.00. This payments were  
26 initially scheduled to be made for a three month trial period during which time GMACM  
27 would decide whether to make the modification permanent. It would also give GMACM an  
28 opportunity to see if the borrowers were able to meet the modified loan requirements.

1 Because this was not a Repayment Plan, there was no scheduled balloon payment. For this  
2 same reason, no written Foreclosure Repayment Agreement was ever sent to Ms. Longoni  
3 and I never indicated to her that they would be required to make any such payment in order  
4 to gain approval of the permanent loan modification. Thus Ms. Longoni and Mr. Gagnon  
5 were never in breach of any repayment agreement as such agreement simply did not exist.

6 7. In May of 2009, I advised Ms. Longoni that I had at least 2 months before I was  
7 required to set up her permanent plan. As noted in my previous affidavit, in late June of  
8 2009, I was informed via email that the borrowers' request for a permanent loan modification  
9 had been approved and I informed Ms. Longoni of that fact on June 30, 2009. I expected that  
10 a confirming agreement would have been sent by GMACM to Longoni/Gagnon.

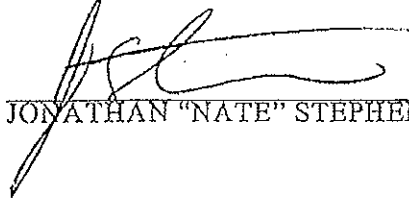
11 8. On July 9, 2009, I learned that GMACM had made a decision to try and place the  
12 borrowers into an Obama Modification plan as opposed to the Traditional plan that I had  
13 initially proposed. On that day, I informed Ms. Longoni that foreclosure efforts were still  
14 on hold while they applied for that modification plan. In my experience, foreclosure  
15 proceedings were always placed on hold while the borrowers were actively pursuing a  
16 permanent loan modification. It was only when all efforts to qualify the applicant for such  
17 a modification had been exhausted would foreclosure proceedings be reinstated, and then  
18 only after clear notice was sent to the borrowers that such process would be restarted.

19 9. I was very surprised to learn that ETS had proceeded forward with the foreclosure  
20 sale on August 14, 2009. I believe that had to be the result of an internal error either from  
21 GMACM or ETS. I have since learned that GMACM has taken the position that Longoni  
22 and Gagnon breached a Repayment Agreement that I had set up. This simply is not true.  
23 There was no such plan. Although I had initially proposed a repayment plan that would have  
24 included a balloon payment in excess of \$19,000.00, that plan was abandoned when I learned  
25 the borrowers would never be capable of satisfying the plan. I never again proposed or set  
26 up any repayment plan. Had there been a new repayment plan, because the monthly  
27 payments were less than the \$2,270.00 initially established, the balloon payment would have  
28 been significantly greater than \$19,000.00.

1 10. Longoni and Gagnon made each of their payments within the time period that I  
2 scheduled. As far as I am aware, they satisfied every requirement that GMACM had imposed  
3 upon them as part of their application for a permanent loan modification.

4 I hereby state under penalty of perjury that the foregoing is true and correct.

5 DATED this 17 day of May, 2015.

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8 JONATHAN "NATE" STEPHENSON  
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1 THOMAS P. BEKO, ESQ. (#002653)  
2 PAUL M. BERTONE, ESQ. (#004533)  
3 ERICKSON, THORPE & SWAINSTON  
4 99 West Arroyo Street  
5 P.O. Box 3559  
6 Reno, Nevada 89505  
7 Telephone: (775) 786-3930  
8 *Attorneys for Plaintiffs*

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**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA - RENO DIVISION**

11 PAMELA D. LONGONI, individually  
12 and as Guardian Ad Litem for LACEY  
13 LONGONI, and JEAN M. GAGNON,

Case No.: 3:10-CV-00297-LRH-(VPC)

13 Plaintiffs,

14 vs.

15 GMAC MORTGAGE, LLC., a Delaware  
16 Limited Liability Company, EXECUTIVE  
17 TRUSTEE SERVICES, LLC., a Delaware  
18 Limited Liability Company, ILLEANNA  
19 PETERSON, KATHLEEN GOWEN,  
20 individuals, DOES 1-10; BLACK AND  
WHITE CORPORATIONS 1-10,  
corporations; ABLE & BAKER  
COMPANIES 1-10, co-partnerships and  
or limited liability companies,

21 Defendants.

22  
23 STATE OF TEXAS )  
24 COUNTY OF DALLAS ) ss.

25 **AFFIDAVIT OF JONATHAN "NATE" STEPHENSON**

26 1. I am over the age of eighteen years, and a resident of the County of Dallas, State  
27 of Texas.

28 2. I was employed with GMAC Mortgage, LLC, a Delaware Limited Liability  
Company, from approximately January or February of 2009, until late in 2009, as a loss

1 mitigation specialist. My duties in that position included working with borrowers to achieve  
2 a loan modification which was within the basic parameters established by GMAC Mortgage,  
3 LLC, (and/or its investors) and acceptable to the borrower. GMAC policies and procedures  
4 required that each time an employee communicated with a borrower or otherwise worked on  
5 a borrower file, that employee was required to prepare notes and updates in GMAC's internal  
6 electronic file.

7 3. Pamela Longoni and Jean Gagnon were borrowers that I was working with while  
8 employed with GMAC Mortgage, LLC. During the loan modification process, I frequently  
9 communicated with Pamela Longoni on her application. Each time I communicated with the  
10 borrowers, or otherwise worked on the borrowers' file, I entered a note in the file system  
11 describing the work or communication. In compliance with my requests, Ms. Longoni and  
12 Mr. Gagnon (the "Borrowers") submitted detailed financial information. Upon receipt of  
13 their information, I analyzed under the lender's loan modification guidelines. Based upon  
14 the information they submitted, Ms. Longoni and Mr. Gagnon qualified for a loan  
15 modification under the lender's existing guidelines. Based thereon, I submitted the loan  
16 modification package for approval to my general manager.

17 4. Although GMAC had instituted foreclosure proceedings against Ms. Longoni and  
18 Mr. Gagnon, when they commenced the loan modification process, that foreclosure was  
19 placed on hold. I informed Ms. Longoni of that fact both orally and by email communication.

20 5. On or about April 2, 2009, GMAC approved a trial modification, however, because  
21 I was seeking to write off approximately \$176,000.00 of the principal of the loan, approval  
22 for the final loan modification required approval from our Vice President. Based upon my  
23 review of Ms. Longoni's file, I felt the approval would be given and I informed Ms. Longoni  
24 of that fact by way of email communication.

25 6. On May 5, 2009, I was again contacted by Ms. Longoni requesting a status on the  
26 loan modification request. I checked the electronic file and determined that our Vice  
27 President had not yet reviewed the request, however, my review of the notes suggested that  
28 the modification was in line for approval. I informed Ms. Longoni of this fact by way of

1 email communication. I again informed her that any foreclosure was on hold.

2 7. In June of 2009, I was transferred to a new team, however, on June 29, 2009, I  
3 received an email communication from Ms. Longoni wherein she indicated that she was  
4 having difficulty locating the officer who was going to complete work on her loan  
5 modification. In response, I sent an email to my previous department inquiring into the status  
6 of her loan modification request. On June 30, 2009, I received a responsive email informing  
7 me that Ms. Longoni's file had been sent for final management approval. I also learned that  
8 an officer by the name of Landon Huck was now handling the file. I passed this information  
9 on to Ms. Longoni by way of email communication.

10 8. Later that same day, I reviewed Ms. Longoni's GMAC's internal file, and I  
11 received another email from my former department which indicated that Ms. Longoni's final  
12 loan modification had, in fact, been approved. I informed Ms. Longoni of that fact by way  
13 of email communication.

14 9. At no time during this process did anyone advised me that Ms. Longoni's loan  
15 modification was not approved, nor did her internal GMAC file reflect that fact. During the  
16 course of her application and trial loan modification process, the borrowers were generally  
17 in compliance with the repayment plan.

18 10. Shortly after my June, 2009, communications with Ms. Longoni, I learned that  
19 GMAC had proceeded forward with the foreclosure upon the borrowers' property. I was  
20 surprised by this fact, not only because I understood that GMAC had approved their  
21 permanent loan modification, but also, because GMAC would normally restart the  
22 foreclosure process anew once additional payments were received from a borrower under any  
23 loan modification plan.

24 11. After learning of these events, I was specifically advised by GMAC Mortgage  
25 management that I was no longer allowed to correspond via e-mail with borrowers. I was  
26 subsequently terminated by GMAC Mortgage for the purported reason that my production  
27 numbers were low, however, the numbers GMAC presented to me were not accurate.

28 12. Because I had met my production quota during my employment with GMAC, it

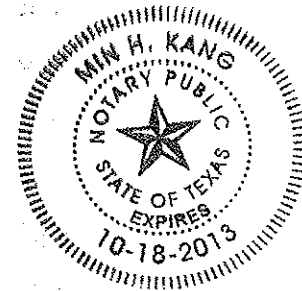
1 is my belief that GMAC modified the production data in order to justify my termination. I  
2 believe the true reason behind my termination was because of the information from GMAC's  
3 internal file which I disclosed to Ms. Longoni in email communications.

4 DATED this 15 day of May, 2012.

5  
6  
7 JONATHAN "NATE" STEPHENSON

8 SUBSCRIBED and SWORN TO before me  
9 this 15<sup>th</sup> day of May, 2012.

10  
11 Notary Public



## **EXHIBIT 2**

## **EXHIBIT 2**

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

September 29, 2005

(Date)

Reno

(City)

NV

(State)

5540 Twin Creeks Drive, Reno, NV 89523  
(Property Address)

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 432,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is EquiFirst Corporation. I will make all payments under this Note in the form of cash, check or money order. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.150 %. The interest rate I will pay may change in accordance with Section 4 of the 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 a payment every month.

I will make my monthly payments on the 1st day of each month beginning on December 1, 2005

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before principal. If on November 1, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at  
EquiFirst Corporation, 500 Forest Point Circle, Charlotte, NC 28273  
or at a different place if required by the Note Holder.

#### (B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 2,574.00 .  
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.

Multistate Adjustable Rate Note-Libor Index  
BF815N (2/00) (Nevada Version)  
Loan Number 818942

Page 1 of 4

Initials 

LONG-0003

## 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

## (A) Change Date

The interest rate I will pay may change on November 1, 2007, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

## (B) The Index

Beginning with the first 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 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 Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 5.240 percentage points (5.240 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

## (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.150% or less than 7.150 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point (1.000%) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 13.150% or less than the initial interest rate provided for in Section 2 of this Note.

## (E) Effective Date of Change

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

## (F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my 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 RIGHT TO PREPAY

(A) Prepayment I have the right to make payments 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 I am doing so. 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 Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

## (B) Prepayment Penalty

In the event, during the first 2 years after the execution of this Note, I make a prepayment and the prepayment exceeds twenty percent (20%) of the original principal amount of the loan in any twelve (12) month period, I will pay a prepayment charge in an amount equal to six (6) months' advance interest on the amount prepaid which is in excess of twenty percent (20%) of the original principal amount of the loan within the twelve (12) month period. The Note Holder will not assess a repayment penalty after the 2nd anniversary of the date of execution of this Note.

EF815N  
Loan Number 818942

Page 2 of 4

Initials 

LONG-0004

**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 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 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 5.00 % of my overdue payment of principal and interest. I will pay this late charge but only once on each late payment.

**(B) Default**

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

**(C) Notice of Default**

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

**(D) No Waiver By Note Holder**

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

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

If the Note Holder has required me to pay 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 delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**10. WAIVERS**

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a security instrument with 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 that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions 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 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, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

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

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

Jean M Gagnon

(Seal)

-Borrower

Pamela Longoni

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

Assessor's Parcel Number:  
20408105  
Return To: EquiFirst Corporation  
Attn: Collateral M  
500 Forest Point Circle  
Charlotte, NC 28273

Prepared By: Rachel Read

500 Forest Point Circle, Charlotte,  
NC 28273  
Recording Requested By:

[Space Above This Line For Recording Data]

146561-SB

## DEED OF TRUST

MIN 100200100081894218

### 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 September 29, 2005 together with all Riders to this document.

(B) "Borrower" is Jean M. Gagnon an unmarried man and Pamela Longoni an unmarried woman as joint tenants with right of survivorship.

Borrower is the trustor under this Security Instrument.

(C) "Lender" is EquiFirst Corporation

Lender is a Corporation  
organized and existing under the laws of North Carolina  
818942

NEVADA-Single Family-Fannie Mae/Freddie Mac-UNIFORM INSTRUMENT  
WITH MERS

Form 3029 1/01

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VMP Mortgage Solutions (800)521-7291

Lender's address is 500 Forest Point Circle, Charlotte, NC 28273

(D) "Trustee" is First Centennial Title Company of Nevada

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated September 29, 2005.

The Note states that Borrower owes Lender four hundred thirty-two thousand and 00/100 Dollars

(U.S. \$ 432,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than November 1, 2035

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

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

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

<input 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 checked="" type="checkbox"/> Other(s) [specify] ARM Floor/ Prepay/ Interest Only Rider

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

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

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

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

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

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

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

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time to 818942

time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

#### TRANSFER OF RIGHTS IN THE PROPERTY

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

See Attached Exhibit A

Parcel ID Number: 20408105  
5540 Twin Creeks Drive  
Reno  
("Property Address"):

which currently has the address of  
[Street]  
[City], Nevada 89523 [Zip Code]

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances

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of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

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

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

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

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

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

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12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

18. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

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

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be

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one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option, and without further demand, may invoke the power of sale, including the right to accelerate full payment of the Note, and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled 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.

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. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

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

25. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$350.00

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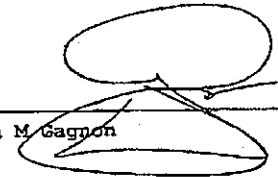


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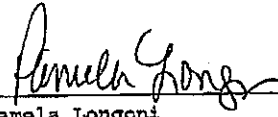
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

\_\_\_\_\_

  
\_\_\_\_\_  
Jean M. Gagnon (Seal)  
-Borrower

\_\_\_\_\_

  
\_\_\_\_\_  
Pamela Longoni (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

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-Borrower

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STATE OF NEVADA  
COUNTY OF *Washoe*

This instrument was acknowledged before me on  
Jean M Gagnon & Pamela Longoni

*October 3, 2005* by



A large, stylized handwritten signature, likely belonging to the notary Sherry Baker, written over a horizontal line.

Mail Tax Statements To:  
EquiFirst Corporation  
EquiFirst Corporation , 500 Forest Point Circle , Charlotte, NC 28273

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Handwritten initials, possibly 'JMG' and 'PL', written in a cursive style.

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# **EXHIBIT 3**

# **EXHIBIT 3**

Record & Return To:

Homecomings Financial, LLC  
Attention: Loss Mitigation  
3451 Hammond Avenue  
Waterloo, IA 50702

*[Space Above This Line For Recorder's Use]*

### ADJUSTABLE RATE LOAN MODIFICATION AGREEMENT

This Adjustable Rate Loan Modification Agreement ("Agreement") made this SECOND day of NOVEMBER, 2007 ("Effective Date") between JEAN OAGNON and PAMELA LONGONI ("Borrower") and Homecomings Financial, LLC ("Lender"), amends and supplements that certain promissory note ("Note") dated 9/25/07, in the original principal amount of FOUR HUNDRED THIRTY TWO THOUSAND DOLLARS (\$432,000) executed by Borrower. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), and said security instrument covers the real and, if applicable, personal property described in such Security Instrument (the "Property") located at 5540 TWIN CREEKS DRIVE.

Borrower acknowledges that Lender is the legal holder and the owner of the Note and Security Instrument and further acknowledges that if Lender transfers the Note, as amended by this Agreement, the transferee shall be the "Lender" as defined in this Agreement.

Borrower has requested, and Lender has agreed, to extend or rearrange the time and manner of payment of the Note and to extend and carry forward the lien(s) on the Property whether or not created by the Security Instrument.

Now, therefore, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. Borrower acknowledges that as of the Effective Date, the amount payable under the Note and secured by the Security Instrument (the "Principal Balance") is FOUR HUNDRED THIRTY NINE THOUSAND ONE HUNDRED SEVENTY SEVEN AND SIXTY THREE CENTS (\$439,177.63). Borrower hereby renews and extends such indebtedness and promises to pay jointly and severally to the order of Lender the Principal Balance, consisting of the amount(s) loaned to Borrower by Lender and any accrued but unpaid interest capitalized to date.

2. Interest will be charged on the unpaid Principal Balance until the full amount of principal has been paid. Borrower will pay interest at a yearly rate of 6.8% from 01/01/08. The interest rate Borrower will pay will change in accordance with this Agreement. The interest rate required by this Agreement is the rate Borrower will pay both before and after any default under the terms of the Note, as amended by this Agreement.

3. Borrower promises to make initial monthly principal and interest payments of \$2488.67, beginning on 01/01/08, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on 11/1/2035 ("Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date. Borrower will make such payments at at 3451 Hammond Avenue, Waterloo, IA 50702 or at such other place as Lender may require.

4. The monthly payment may change based on changes in the unpaid principal of the loan and in the interest rate Borrower must pay. Lender will determine the new interest rate and the changed amount of the monthly payment in accordance with this Agreement. The interest rate Borrower will pay may change on 05/1/2010, and on that day every 6 thereafter. Each date on which the interest rate could change is called a "Change Date".

5. Beginning with the first Change Date, the 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 date forty-five (45) days before each Change Date is called the "Current Index." If the Index is no longer available, the Lender will choose a new index which is based upon comparable information. Lender will give Borrower notice of this choice.

6. Before each Change Date, Lender will calculate the new interest rate by adding ONE AND EIGHT HUNDREDTHS percentage points (1.8%) to the Current Index. Lender will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated below, this rounded amount will be the new interest rate until the next Change Date. Lender will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that Borrower is expected to owe at the Change Date in full on the Maturity Date at the new interest rate in substantially equal payments. The result of this calculation will be the new amount of the monthly payment. Borrower will pay the amount of the new monthly payment beginning on the first monthly payment date after the Change Date until the amount of the monthly payment changes again. The monthly payments will be applied first to the payment of interest due and then to principal.

7. The interest rate Borrower is required to pay at the first Change Date will not be greater than 13.15% or less than 7.15%. Thereafter, the interest rate will never be increased or decreased on any single Change Date by more than one percentage points (1%) from the rate of interest Borrower has been paying for the preceding six months. The interest rate will never be greater than 13.15%.

8. Before the effective date of any change, Lender will deliver or mail to Borrower notice of any changes in the interest rate and the amount of the monthly payment. The notice will include information required by law to be given to Borrower and also the title and telephone number of a person who will answer any questions Borrower may have. Unless applicable law requires a different method, any notice that must be given to Borrower under this Agreement will be given by delivering it or mailing it by first class mail to Borrower at the property address stated above or at a different address if Borrower gives Lender notice of Borrower's different address. Any notice that must be given to Lender under this Agreement will be given by mailing it first class mail to the Lender at the address stated in Paragraph 3 above or at a different address if Borrower is given notice of that different address.

9. If Lender has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, Borrower will pay a late charge to Lender. The amount of the charge will be the late charge percentage provided for in the Note multiplied by the overdue payment of principal and

interest required under this Agreement. Borrower will pay this late charge promptly but only once on each late payment. The late charge is not in lieu of any other remedy of Lender, including any default remedy.


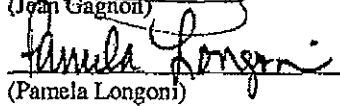
10. It is the intention of the parties that all liens and security interests described in the Security Instrument are hereby renewed and extended (if the Maturity Date of the original Note has been changed) until the indebtedness evidenced by the Note and this Agreement has been fully paid. Lender and Borrower acknowledge and agree that such renewal, amendment, modification, rearrangement or extension (if applicable) shall in no manner affect or impair the Note or liens and security interests securing same, the purpose of this Agreement being simply to modify, amend rearrange or extend (if applicable) the time and the manner of payment of the Note and indebtedness evidenced thereby, and to carry forward all liens and security interests securing the Note, which are expressly acknowledged by Borrower to be valid and subsisting, and in full force and effect so as to fully secure the payment of the Note.

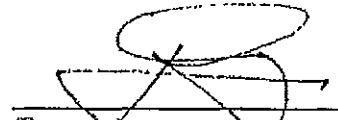
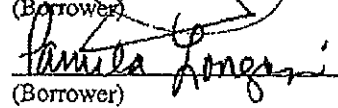
11. If all or any part of the Property or any interest in it is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower 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. For purposes of this paragraph, "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 transfer of title by Borrower at a future date to a purchaser.

12. As amended hereby, the provisions of the Note and Security Instrument shall continue in full force and effect, and the Borrower acknowledges and reaffirms Borrower's liability to Lender thereunder. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instrument, this Agreement shall govern. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement, including but not limited to, in the case of the Borrower, the obligation to pay items such as taxes, insurance premiums or escrow items, as applicable. Any default by Borrower in the performance of its obligations herein contained shall constitute a default under the Note and Security Instrument, and shall allow Lender to exercise all of its remedies set forth in said Security Instrument.

13 Lender does not, by its execution of this Agreement, waive any rights it may have against any person not a party hereto. This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same Agreement. EACH OF THE BORROWER AND THE LENDER ACKNOWLEDGE THAT NO REPRESENTATIONS, AGREEMENTS OR PROMISES WERE MADE BY THE OTHER PARTY OR ANY OF ITS REPRESENTATIVES OTHER THAN THOSE REPRESENTATIONS, AGREEMENTS OR PROMISES SPECIFICALLY CONTAINED HEREIN. THIS AGREEMENT, AND THE NOTE AND SECURITY INSTRUMENT (AS AMENDED HEREBY) SETS FORTH THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES.

Executed effective as of the day and year first above written.

  
(Jean Gagnon)  
  
(Pamela Longoni)

  
(Borrower)  
  
(Borrower)

Homecomings Financial, LLC

By: H. V. M. Gay

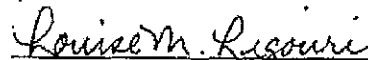
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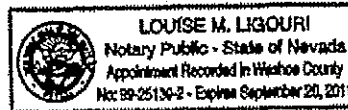
**BORROWER ACKNOWLEDGMENT**

State of NV  
County of WASHOE

On this 15 day of November, 2007, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Pamela Longoni <sup>→ Jean Gagnon</sup>, personally known to me or identified to my satisfaction to be the person(s) who executed the within instrument, and they duly acknowledged that said instrument is their act and deed, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.

  
Notary Public  
My Commission Expires: 9/20/2011

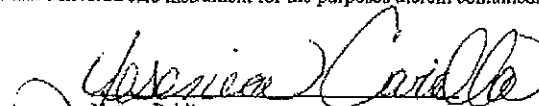


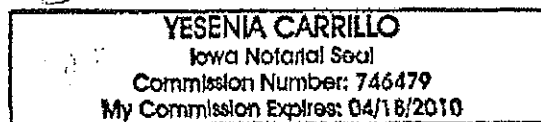
**LENDER ACKNOWLEDGMENT**

State of IOWA  
County of BLACKHAWK

On this 27th day of Nov, 2007, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Homecomings Financial, LLC, personally known to me or identified to my satisfaction to be the person who executed the within instrument as \_\_\_\_\_ of Homecomings Financial, LLC, said instrument is the act and deed of said entity, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.

  
Notary Public  
My Commission Expires: \_\_\_\_\_



# **EXHIBIT 4**

# **EXHIBIT 4**

DAVID HILL BASHFORD (Nevada Bar # 11744)  
Bradley Arant Boult Cummings LLP  
Bank of America Corporate Center  
100 N. Tryon Street, Suite 2690  
Charlotte, NC 28202  
Phone: (704) 338-6000  
Fax: (704) 332-8858  
[dbashford@babco.com](mailto:dbashford@babco.com)

*Attorney for Defendants GMAC Mortgage, LLC,  
Executive Trustee Services, LLC, Illeana Peterson  
and Kahleen Gowen*

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA - RENO DIVISION**

PAMELA D. LONGONI,  
individually and as Guardian Ad  
Litem for LACEY LONGONI,  
and JEAN M. GAGNON,

Case No.: 3:10-CV-00297-LRH-(VPC)

Plaintiffs,

vs.

GMAC MORTGAGE, LLC., a Delaware  
Limited Liability Company, EXECUTIVE  
TRUSTEE SERVICES, LLC., a Delaware  
Limited Liability Company, ILLEANNA  
PETERSON, KATHLEEN GOWEN,  
individuals, DOES 1-10; BLACK AND  
WHITE CORPORATIONS 1-10,  
corporations; ABLE & BAKER  
COMPANIES 1-10, co-partnerships and or  
limited liability companies,

Defendants. /

**RESPONSES TO PLAINTIFFS' FIRST SET OF INTERROGATORIES TO  
DEFENDANT GMAC MORTGAGE, LLC**

COMES NOW, Defendant GMAC Mortgage, LLC and provides the following verified Responses to Plaintiffs' First Set of Interrogatories pursuant to Rule 33 of the Federal Rules of Civil Procedure

***GENERAL RESPONSE TO INTERROGATORIES***

The available records underlying the events, acts, omissions or circumstances raised in these Interrogatories are contained in the documents previously produced to Defendants or in the documents produced contemporaneously with these Responses. Many of the records and correspondence referenced in these Interrogatories were generated by GMAC's automated system based upon the status of Defendant's account or information entered into the system, often for which there is no available record of specifically which GMAC employee initiated, authored, entered the information or made the ultimate decision. In addition, GMAC's system is only able to identify current employees associated with certain tasks or notes, as GMAC's system does not preserve individual employee information after departure of an employee. Where specific employee information is available, the employees involved have been named. Please note that while we have broadly attempted to identify the identity of individuals that were involved in each of these tasks, events or documents, an individual's listing in a Response below does not necessarily indicate that person made the decision at issue. Generally, however, GMAC will produce upon request a Rule 30(b)(6) corporate representative capable of testifying, to the best of GMAC's corporate knowledge, as to all acts or failures to act by GMAC through its employees related to the tasks and documentation at issue.

Below is information for all persons named in these responses. Where the individual is a current employee of GMAC, we have provided department and location information, and undersigned counsel will accept service of any notices or other documents related to this

litigation. Where the individual is a former employee of GMAC (information is italicized), GMAC has provided last known residential contact information where known (for some of these individuals, GMAC's human resources department has no available information).

*Joyce Petty – ETS, last known address: 20401-536 Soledad Canyon Rd, Canyon Country, CA 91351*

*Rosan Ylana – GMAC, last address unknown*

*Jeanne Masmilla – GMAC, last address unknown*

Henry Williams, Loss Mitigation – GMAC Dallas, TX

*Jefferson Boral – GMAC, last address unknown*

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Ronald King, Loan Counselor – GMAD Dallas, TX

Landon Huck, Mod Team – GMAC Dallas, TX

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*Nate Stephenson - GMAC, last address unknown*

Elizabeth DeSilva, Associate Counsel - GMAC Dallas, TX

Kari Krull, Servicing Risk Team - GMAC Waterloo, IA

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*Sandra Guevara, ETS, last known address: 19815 Londelius St, Northridge, CA 91324*

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Ronald King, Sr. Loan Counselor – GMAC Dallas, TX

Cager Bradley, Loan & Loss Mitigation Collector - GMAC Dallas, TX

Paul Williams, Director of Modification Team – GMAC Dallas, TX

**INTERROGATORY NO 1:**

Please identify each individual or entity who currently has or has had, or who has claimed to have had, possession and/or an ownership interest in the Note (GMAC-01-0129-0138) and Deed of Trust (GMAC-01-0088-0108) executed by the plaintiffs on or about September 29, 2005, relative to the property at 5540 Twin Creeks Drive, Reno, Nevada. Further state, the following:

- a) The date upon which said person or entity obtained possession and/or ownership of said Note and/or Deed of Trust;
- b) The date which said person or entity transferred possession or ownership of said documents;

c) The person or entity from which the person or entity obtained possession or a legal interest in the Note and/or Deed of Trust;

d) The person or entity to whom the Note and/or Deed of Trust were transferred.

**RESPONSE NO.1:**

9/29/05	Equifirst Corp	Origination
10/17/05	Loan registered with MERS	Loan originated with MERS as nominee
1/05/06	Residential Funding Co, LLC as Trustee	Transfer of beneficial rights from EC
10/08/06	Residential Funding Co, LLC	Transfer of servicing rights from EC

**INTERROGATORY NO. 2:**

Please identify each individual who made contact with any plaintiff relative to any of the following:

- a) Any plaintiffs' failure to make timely payments of any loan amount;
- b) Any plaintiffs' request for modifications or changes to any loan amount or payment;
- c) Anything associated with a loan modification or request for changes in any loan;
- d) Any notification to a plaintiff that their request for a loan modification had been approved, rejected, or that said request was under consideration.

**RESPONSE NO. 2:**

- a) Joyce Petty—ETS
- b) Rosan Ylana—GMAC  
Jefferson Boral—GMAC  
Ronald King—GMAC  
Landon Huck—GMAC  
Henry Casas—GMAC

Nate Stephenson—GMAC

c) Rosan Ylana—GMAC

Jefferson Boral—GMAC

Ronald King—GMAC

Landon Huck—GMAC

Henry Casas—GMAC

Nate Stephenson—GMAC

d) Landon Huck—GMAC

Jefferson Boral—GMAC

Henry Casas—GMAC

**INTERROGATORY NO. 3:**

Please identify each and every person who played any part in the following:

- a) The decision to allow a plaintiff to seek a loan modification;
- b) The decision to grant or deny a plaintiffs' request for loan modification;
- c) The recommendation that the plaintiffs seek an "Obama" plan loan modification;
- d) The decision to foreclose upon the plaintiffs' real property;
- e) The decision to seek to recover the plaintiffs' real property;
- f) The providing of any notice to the plaintiffs associated with the foreclosure process;
- g) The denial of the request by any plaintiff for a loan modification;
- h) The decision on when and what notices should be provided to a plaintiff;
- i) The request that any plaintiff provide documentation or information to GMAC MORTGAGE, LLC.

RESPONSE NO. 3:

- a) Rosan Ylana—GMAC  
Henry Williams—GMAC  
Jefferson Boral—GMAC
- b) Jefferson Boral—GMAC  
Henry Casas—GMAC
- c) Jefferson Boral—GMAC  
Landon Huck—GMAC  
Henry Casa—GMAC  
Nate Stephenson—GMAC
- d) Joyce Petty—ETS  
Jeane Masimilla—GMAC
- e) Objection—decision was part of potential settlement negotiations and involved  
counsel for GMAC—Privileged.
- f) Joyce Petty—ETS  
Ileanna Peterson—ETS  
Kathleen Gowen—ETS  
Rosan Ylana—GMAC  
Jeanne Masmilla—GMAC  
Henry Casas—GMAC
- g) Jefferson Boral—GMAC  
Henry Casas—GMAC  
Landon Huck—GMAC

h) Formal notices were determined based upon Nevada Revised Statutes.

i) Jeanne Masmilla—GMAC

Jefferson Boral—GMAC

Landon Huck—GMAC

Henry Casas—GMAC

Nate Stephenson—GMAC

**INTERROGATORY NO. 4:**

Please identify the individual who is referenced as “VP” in Jonathan Stephenson’s email communication of May 5, 2009, at 2009 (Bates No. LONG-0149).

**RESPONSE NO. 4:**

Paul Williams, Director of Modification Team.

**INTERROGATORY NO. 5:**

Please identify any and all lawsuits or claims made against GMAC MORTGAGE, LLC during the last 3 years wherein it is alleged that the company wrongfully foreclosed upon any loan made by the company.

**RESPONSE NO. 5:**

Objection. This request is overly broad, overly burdensome and irrelevant.

**INTERROGATORY NO. 6:**

What role, if any, did GMAC MORTGAGE, LLC, play in the decision to grant or deny any plaintiff a modification of their loan with EquiFirst Corporation.

**RESPONSE NO. 6:**

As indicated in Response No. 1, EquiFirst was no longer the holder of Plaintiff's loan during the time period at issue. Accordingly, GMAC played no role in any decisions by EquiFirst concerning a loan modification for Plaintiff's in 2009.

As for the events at issue in this lawsuit, GMAC acted as the loan servicer for Plaintiff's loan, including for the process of considering loan modification and foreclosure. GMAC reviewed Plaintiff's loan and financial information (to the extent provided) in light of (a) delegated authority criteria provided by Residential Funding Corporation and (b) HMP criteria (note, however, that Plaintiff's failed to provide a responsive HMP). Plaintiff's loan and financial information (to the extent provided) did not satisfy the criteria for loan modification.

**INTERROGATORY NO. 7:**

Please identify any relationship between GMAC MORTGAGE, LLC, and any of the following companies:

- a) EXECUTIVE TRUSTEE SERVICES, LLC,
- b) EquiFirst Corporation
- c) Homecomings Financial, LLC

**RESPONSE NO. 7:**

- a) ETS is GMAC's foreclosure trustee and a wholly owned subsidiary of GMAC.
- b) GMAC has no corporate relationship with EquiFirst.
- c) GMAC is a related affiliate (sister company) of Homecomings.

**INTERROGATORY NO. 8:**

Please identify each individual who took any part in seeking the removal of negative information from the plaintiffs' credit history.

**RESPONSE NO. 8:**

Objection—decision was part of potential settlement negotiations and involved counsel for GMAC—Privileged. Notwithstanding the objection, Kari Krull—GMAC transmitted credit update.

**INTERROGATORY NO. 9:**

Please describe the nature of the GMAC document Bates Number GMAC-01-0001 through GMAC-01-0012. Further state:

- a) Where, and in what format (electronic or otherwise) the document is maintained;
- b) Each individual who made any entry of information or data into this document.

**RESPONSE NO. 9:**

This document is a print-out from LPS Desktop, which is the electronic system utilized by GMAC for foreclosure process / events tracking and document repository. LPS Desktop is the main system for communication between GMAC and outside vendors, including ETS, concerning the foreclosure process.

- a) LPS Desktop is maintained electronically on GMAC's network
- b) Kimberly Wells, GMAC  
Marybeth Scalzo, ETS  
Gillian Martil, GMAC  
Rohan Wright, GMAC  
Catalina Aguirrejimenez, GMAC  
Kenneth Ugwuado, GMAC  
Connie Canada, ETS  
Sandra Guevara, ETS  
Joselita Aquisay, GMAC  
Ricardo Napao, GMAC  
Chris Herrera, ETS  
Michael Wallace, GMAC  
Rosan Ylanan, GMAC

**INTERROGATORY NO. 10:**

Please describe the nature of the GMAC document Bates number GMAC-01-0013 through GMAC-01-0087. Further state:

- a) Where, and in what format (electronic or otherwise) the document is maintained;
- b) Each individual who made any entry of information or data into this document.

**RESPONSE # 10:**

This document is a print-out of loan history from MortgageServ, GMAC's internal loan servicing database.

- a) MortgageServ is maintained electronically on GMAC's network
- b) The payment history entries in MortgageServ are generated by the posting of payments or disbursement of funds by GMAC's cashing department. The servicing comments are entered by various individuals as well as automated entries for system generated notices.

Teller #	Name
1050	Nancy Penca—GMAC
1711	John Meinecke—GMAC
2007	Ann Langerhans—GMAC
7038	Tosha Diehl Mowatt—GMAC
8834	Peggy Vernitsky—GMAC
11449	Henry Casas—GMAC
12588	Kelly Looby—GMAC
12650	Allison Higgins—GMAC
17172	Jeanne Masmila—GMAC
17777	Michelle Manuel—GMAC
19961	Genova Lee—GMAC
20136	Mark Layton—GMAC
20311	Andrew Vidos—GMAC
20312	Joshua Yaklin—GMAC
20793	Kimberly Rojas—GMAC
21136	Landon Huck—GMAC
21293	Arthur Smith—GMAC
21317	Ginger Harrison—GMAC
21579	Christine Simpson—GMAC
21683	Farhanna Calala—GMAC
22084	Reece Sealock—GMAC
22539	Derek Harkrider—GMAC

23177	Kimberly Wells—GMAC
23862	Gillian Martil—GMAC
30011	Rebecca Magness—GMAC
30741	Henry Williams—GMAC
30762	Ronald King—GMAC
31951	Cager Bradley—GMAC

DATED this 2<sup>nd</sup> day of December, 2010.

**BRADLEY ARANT BOULT CUMMINGS LLP**



David Hill Bashford, Nevada Bar # 11744

Bank of America Corporate Center

100 N. Tryon Street, Suite 2690

Charlotte, NC 28202

Phone: (704) 338-6000

Fax: (704) 332-8858

[dbashford@babco.com](mailto:dbashford@babco.com)

*Attorney for Defendants GMAC Mortgage, LLC,  
Executive Trustee Services, LLC, Illeana Peterson  
and Kahleen Gowen*

VERIFICATION

Juan Aguirre being duly sworn, deposes and states:

That he is a manager of litigation support for GMAC Mortgage, LLC and, as such, is authorized to verify the foregoing Responses to Plaintiff's First Set of Interrogatories to Defendant GMAC Mortgage, LLC on behalf of GMAC Mortgage, LLC, that he has read said Responses and knows the contents thereof, and that the same are true of his own knowledge and review of GMAC Mortgage, LLC's available corporate records.


GMAC Mortgage, LLC

By: 

Name: Juan Aguirre

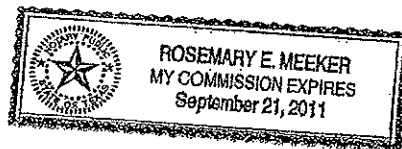
Title: Manager—Litigation Support

SWORN TO AND SUBSCRIBED before me  
this 2<sup>nd</sup> day of December 2010. •

  
Notary Public

My Commission Expires: 9/21/2011

[SEAL]



# **EXHIBIT 5**

# **EXHIBIT 5**

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA  
RENO, NEVADA

PAMELA LONGONI, et al., ) 3:10-CV-0297-LRH-VPC  
)  
Plaintiff(s), ) MINUTES OF PROCEEDINGS  
)  
vs. )  
)  
GMAC MORTGAGE, LLC, et al., ) DATED: July 29, 2011  
)  
Defendant(s). )  
\_\_\_\_\_ )

PRESENT: THE HONORABLE VALERIE P. COOKE, MAGISTRATE JUDGE

Deputy Clerk: Lisa Mann Court Reporter: FTR

Counsel for Plaintiff(s): Thomas Beko

Counsel for Defendant(s): David Bashford (By telephone)

PROCEEDINGS: HEARING REGARDING STIPULATION (#78)

10:00 a.m. Court convenes.

The Court addresses the parties regarding the purpose of this hearing.

The Court and counsel discuss the parties' stipulation to extend time to file motion to compel (#78).

Having heard from counsel and good cause appearing, the Court finds as follows:

1. 30(b)(6) depositions:

- a. Counsel are directed to file a deposition schedule by no later than the close of business on **Friday, August 5, 2011**, for the appropriate 30(b)(6) depositions to be taken in this action for a date prior to October 2011.
- b. The 30(b)(6) depositions of defendants GMAC Mortgage, LLC, Executive Trustee Services, LLC, and Residential Funding Corporation LLC will be conducted in Reno, Nevada.

2. Proposed final discovery plan and scheduling order:

Counsel are directed to file a proposed final discovery plan and scheduling order by no later than the close of business on **Friday, August 5, 2011** which outlines what

Pamela Longoni, et al., v. GMAC Mortgage, LLC, et al.  
3:10-CV-0297-LRH-VPC  
July 29, 2011  
Page 2

discovery is required and when such discovery will be completed. The Court advises counsel it will not entertain further extensions of the final discovery plan and scheduling order.

3. **Supplemental answers to plaintiff's interrogatory requests:**

Defendants shall provide supplemental answers to plaintiff's interrogatory requests by no later than the close of business on **Friday, August 5, 2011**.

4. **Properly named defendant:**

Mr. Bashford advises the Court that he has received additional documentation from defendants, which indicate that the owner of the promissory note is Residential Asset Mortgage Products, Inc. Mr. Bashford further advises he does not currently represent Residential Asset Mortgage Products, Inc., and does not know where this entity is located. Mr. Bashford is directed to provide Mr. Beko with the documentation that identifies Residential Asset Mortgage Products, Inc., as the appropriate owner of the note which is the subject of this lawsuit, provide information concerning where this entity conducts business, and provide the name of the person who will represent this entity in this lawsuit by no later than **Friday, August 5, 2011**.

5. **Case management report:**

Counsel are directed to file a joint case management report by no later than **Wednesday, August 10, 2011**, which outlines the status of this case and provides a date certain that the third amended complaint will be filed. Mr. Bashford notes for the record that there will be no opposition to the filing of a third amended complaint. The Court notes counsel for Residential Asset Mortgage Products, Inc., shall enter an appearance after the third amended complaint is filed; thereafter, the Court will set this matter for another case management conference.

Mr. Bashford is directed to express the Court's sentiments to his clients.

IT IS SO ORDERED.

10:30 a.m. Court adjourns.

LANCE S. WILSON, CLERK  
By: \_\_\_\_\_/s/\_\_\_\_\_  
Lisa Mann, Deputy Clerk

**EXHIBIT 6**

**EXHIBIT 6**

DAVID HILL BASHFORD (Nevada Bar # 11744)  
Bradley Arant Boult Cummings LLP  
Bank of America Corporate Center  
100 N. Tryon Street, Suite 2690  
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*Attorney for Defendants GMAC Mortgage, LLC,  
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and Kahleen Gowen*

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA - RENO DIVISION**

PAMELA D. LONGONI,  
individually and as Guardian Ad  
Litem for LACEY LONGONI,  
and JEAN M. GAGNON,

Case No.: 3:10-CV-00297-LRH-(VPC)

Plaintiffs,

vs.

GMAC MORTGAGE, LLC., a Delaware  
Limited Liability Company, EXECUTIVE  
TRUSTEE SERVICES, LLC., a Delaware  
Limited Liability Company, RESIDENTIAL  
FUNDING COMPANY, LLC, a Delaware  
Limited Liability Company, f/k/a  
RESIDENTIAL FUNDING  
CORPORATION, a Delaware Corporation,  
ILLEANNA PETERSON, KATHLEEN  
GOWEN, individuals, DOES 1-10; BLACK  
AND WHITE CORPORATIONS 1-10,  
corporations; ABLE & BAKER  
COMPANIES 1-10, co-partnerships and or  
limited liability companies,

Defendants. /

**AMENDED RESPONSES TO PLAINTIFFS' FIRST SET OF INTERROGATORIES TO  
DEFENDANT GMAC MORTGAGE, LLC**

Defendant GMAC Mortgage, LLC ("GMAC") provides the following amended verified Responses to Plaintiffs' First Set of Interrogatories pursuant to Rule 33 of the Federal Rules of Civil Procedure. GMAC has amended these responses consistent with the recent discovery and clarification of the ownership information for the Loan at issue.

***GENERAL RESPONSE TO INTERROGATORIES***

The available records underlying the events, acts, omissions or circumstances raised in these Interrogatories are contained in the documents previously produced to Defendants or in the documents produced contemporaneously with these Responses. Many of the records and correspondence referenced in these Interrogatories were generated by GMAC's automated system based upon the status of Defendant's account or information entered into the system, often for which there is no available record of specifically which GMAC employee initiated, authored, entered the information or made the ultimate decision. In addition, GMAC's system is only able to identify current employees associated with certain tasks or notes, as GMAC's system does not preserve individual employee information after departure of an employee. Where specific employee information is available, the employees involved have been named. Please note that while we have broadly attempted to identify the identity of individuals that were involved in each of these tasks, events or documents, an individual's listing in a Response below does not necessarily indicate that person made the decision at issue. Generally, however, GMAC will produce upon request a Rule 30(b)(6) corporate representative capable of testifying, to the best of GMAC's corporate knowledge, as to all acts or failures to act by GMAC through its employees related to the tasks and documentation at issue.

Below is information for all persons named in these responses. Where the individual is a current employee of GMAC, we have provided department and location information, and

undersigned counsel will accept service of any notices or other documents related to this litigation. Where the individual is a former employee of GMAC (information is italicized), GMAC has provided last known residential contact information where known (for some of these individuals, GMAC's human resources department has no available information).

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Paul Williams, Director of Modification Team – GMAC Dallas, TX

**INTERROGATORY NO 1:**

Please identify each individual or entity who currently has or has had, or who has claimed to have had, possession and/or an ownership interest in the Note (GMAC-01-0129-0138) and Deed of Trust (GMAC-01-0088-0108) executed by the plaintiffs on or about September 29, 2005, relative to the property at 5540 Twin Creeks Drive, Reno, Nevada. Further state, the following:

- a) The date upon which said person or entity obtained possession and/or ownership of said Note and/or Deed of Trust;
- b) The date which said person or entity transferred possession or ownership of said documents;

- c) The person or entity from which the person or entity obtained possession or a legal interest in the Note and/or Deed of Trust;
- d) The person or entity to whom the Note and/or Deed of Trust were transferred.

**RESPONSE NO.1:**

On September 29, 2005, Equifirst Corporation originated the Note and Deed of Trust in the amount of \$432,000.00; said Deed of Trust was recorded on October 7, 2005. MERS was listed as "Nominee" on the Deed of Trust. Residential Funding Corporation, LLC ("RFC") purchased the Loan from Equifirst in November, 2005. On December 1, 2005, the Pooling and Servicing Agreement between Residential Asset Mortgage Products, Inc., RFC, and U.S. Bank ("the PSA") was executed. The closing date of the PSA was December 28, 2005, and that is the date all of the Loans became securitized. Also on December 28, 2005, the Assignment and Assumption Agreement between RFC and Residential Asset Mortgage Products, Inc. was generated. That document has been previously produced as part of documents labeled RFC-002. That Assignment and Assumption Agreement provided for a transfer of ownership of the loans from RFC to Residential Asset Mortgage Products, Inc., and then an automatic transfer of ownership to the Trust of the loans for a stated period of time. Pursuant to the Assignment and Assumption Agreement, ownership of the loan at issue transferred to the Trust on that date—December 28, 2005. GMAC Mortgage, LLC obtained the right to service the loan on behalf of RFC on May 1, 2007. The investor on the loan currently is the Trust, RAMP 2005-EFC7, RFC is the Master Servicer, and GMAC is the second tier servicer.

**INTERROGATORY NO. 2:**

Please identify each individual who made contact with any plaintiff relative to any of the following:

- a) Any plaintiffs' failure to make timely payments of any loan amount;
- b) Any plaintiffs' request for modifications or changes to any loan amount or payment;
- c) Anything associated with a loan modification or request for changes in any loan;
- d) Any notification to a plaintiff that their request for a loan modification had been approved, rejected, or that said request was under consideration

**RESPONSE NO. 2:**

- a) Joyce Petty—ETS
- b) Rosan Ylana—GMAC  
Jefferson Boral—GMAC  
Ronald King—GMAC  
Landon Huck—GMAC  
Henry Casas—GMAC  
Nate Stephenson—GMAC
- c) Rosan Ylana—GMAC  
Jefferson Boral—GMAC  
Ronald King—GMAC  
Landon Huck—GMAC  
Henry Casas—GMAC  
Nate Stephenson—GMAC
- d) Landon Huck—GMAC  
Jefferson Boral—GMAC

Henry Casas—GMAC

**INTERROGATORY NO. 3:**

Please identify each and every person who played any part in the following:

- a) The decision to allow a plaintiff to seek a loan modification;
- b) The decision to grant or deny a plaintiffs' request for loan modification;
- c) The recommendation that the plaintiffs seek an "Obama" plan loan modification;
- d) The decision to foreclose upon the plaintiffs' real property;
- e) The decision to seek to recover the plaintiffs' real property;
- f) The providing of any notice to the plaintiffs associated with the foreclosure process;
- g) The denial of the request by any plaintiff for a loan modification;
- h) The decision on when and what notices should be provided to a plaintiff;
- i) The request that any plaintiff provide documentation or information to GMAC MORTGAGE, LLC.

**RESPONSE NO. 3:**

- a) Rosan Ylana—GMAC  
Henry Williams—GMAC  
Jefferson Boral—GMAC
- b) Jefferson Boral—GMAC  
Henry Casas—GMAC
- c) Jefferson Boral—GMAC  
Landon Huck—GMAC  
Henry Casa—GMAC

Nate Stephenson—GMAC

d) Joyce Petty—ETS

Jeanne Masimilla—GMAC

e) Objection—decision was part of potential settlement negotiations and involved  
counsel for GMAC—Privileged.

f) Joyce Petty—ETS

Ileanna Peterson—ETS

Kathleen Gowen—ETS

Rosan Ylana—GMAC

Jeanne Masmilla—GMAC

Henry Casas—GMAC

g) Jefferson Boral—GMAC

Henry Casas—GMAC

Landon Huck—GMAC

h) Formal notices were determined based upon Nevada Revised Statutes.

i) Jeanne Masmilla—GMAC

Jefferson Boral—GMAC

Landon Huck—GMAC

Henry Casas—GMAC

Nate Stephenson—GMAC

**INTERROGATORY NO. 4:**

Please identify the individual who is referenced as “VP” in Jonathan Stephenson’s email  
communication of May 5, 2009, at 2009 (Bates No. LONG-0149).

**RESPONSE NO. 4:**

Paul Williams, Director of Modification Team.

**INTERROGATORY NO. 5:**

Please identify any and all lawsuits or claims made against GMAC MORTGAGE, LLC during the last 3 years wherein it is alleged that the company wrongfully foreclosed upon any loan made by the company.

**RESPONSE NO. 5:**

Objection. This request is overly broad, overly burdensome and irrelevant.

**INTERROGATORY NO. 6:**

What role, if any, did GMAC MORTGAGE, LLC, play in the decision to grant or deny any plaintiff a modification of their loan with EquiFirst Corporation.

**RESPONSE NO. 6:**

As indicated in Response No. 1, EquiFirst was no longer the holder of the Plaintiffs' loan during the time period at issue. Accordingly, GMAC played no role in any decisions by EquiFirst concerning a loan modification for Plaintiffs in 2009.

As for the events at issue in this lawsuit, GMAC acted as the second tier loan servicer for Plaintiffs' loan, including for the process of considering loan modification and foreclosure. GMAC reviewed Plaintiffs' loan and financial information (to the extent provided) in light of (a) delegated authority criteria provided by RFC in the Servicer Guide between RFC and GMACM (recently produced at RFC-001-000293-000546); and (b) HAMP federally mandated criteria (note, however, that Plaintiff's failed to provide a responsive HAMP). Plaintiffs' loan and financial information (to the extent provided) did not satisfy the criteria for loan modification.

**INTERROGATORY NO. 7:**

Please identify any relationship between GMAC MORTGAGE, LLC, and any of the following companies:

- a) EXECUTIVE TRUSTEE SERVICES, LLC.
- b) EquiFirst Corporation
- c) Homecomings Financial, LLC

**RESPONSE NO. 7:**

- a) ETS is GMAC's foreclosure trustee and a wholly owned subsidiary of GMAC.
- b) GMAC has no corporate relationship with EquiFirst.
- c) GMAC is a related affiliate (sister company) of Homecomings.

**INTERROGATORY NO. 8:**

Please identify each individual who took any part in seeking the removal of negative information from the plaintiffs' credit history.

**RESPONSE NO. 8:**

Objection—decision was part of potential settlement negotiations and involved counsel for GMAC—Privileged. Notwithstanding the objection, Kari Krull—GMAC transmitted credit update.

**INTERROGATORY NO. 9:**

Please describe the nature of the GMAC document Bates Number GMAC-01-0001 through GMAC-01-0012. Further state:

- a) Where, and in what format (electronic or otherwise) the document is maintained;
- b) Each individual who made any entry of information or data into this document.

**RESPONSE NO. 9:**

This document is a print-out from LPS Desktop, which is the electronic system utilized by GMAC for foreclosure process / events tracking and document repository. LPS Desktop is the main system for communication between GMAC and outside vendors, including ETS, concerning the foreclosure process.

a) LPS Desktop is maintained electronically on GMAC's network

b) Kimberly Wells, GMAC

Marybeth Scalzo, ETS

Gillian Martil, GMAC

Rohan Wright, GMAC

Catalina Aguirrejimenez, GMAC

Kenneth Ugwuado, GMAC

Connie Canada, ETS

Sandra Guevara, ETS

Joselita Aquisay, GMAC

Ricardo Napao, GMAC

Chris Herrera, ETS

Michael Wallace, GMAC

Rosan Ylanan, GMAC

**INTERROGATORY NO. 10:**

Please describe the nature of the GMAC document Bates number GMAC-01-0013 through GMAC-01-0087. Further state:

a) Where, and in what format (electronic or otherwise) the document is maintained;

- b) Each individual who made any entry of information or data into this document.

**RESPONSE # 10:**

This document is a print-out of loan history from MortgageServ, GMAC's internal loan servicing database.

- a) MortgageServ is maintained electronically on GMAC's network
- b) The payment history entries in MortgageServ are generated by the posting of payments or disbursement of funds by GMAC's cashiering department. The servicing comments are entered by various individuals as well as automated entries for system generated notices.

Teller #	Name
1050	Nancy Penca—GMAC
1711	John Meinecke—GMAC
2007	Ann Langerhans—GMAC
7038	Tosha Diehl Mowatt—GMAC
8834	Peggy Vernitsky—GMAC
11449	Henry Casas—GMAC
12588	Kelly Looby—GMAC
12650	Allison Higgins—GMAC
17172	Jeanne Masmila—GMAC
17777	Michelle Manuel—GMAC
19961	Genova Lee—GMAC
20136	Mark Layton—GMAC
20311	Andrew Vidos—GMAC
20312	Joshua Yaklin—GMAC
20793	Kimberly Rojas—GMAC
21136	Landon Huck—GMAC
21293	Arthur Smith—GMAC
21317	Ginger Harrison—GMAC
21579	Christine Simpson—GMAC
21683	Farhanna Calala—GMAC
22084	Reece Seacock—GMAC
22539	Derek Harkrider—GMAC
23177	Kimberly Wells—GMAC
23862	Gillian Martil—GMAC
30011	Rebecca Magness—GMAC

30741	Henry Williams—GMAC
30762	Ronald King—GMAC
31951	Cager Bradley—GMAC

DATED this 5<sup>th</sup> day of August, 2011.

**BRADLEY ARANT BOULT CUMMINGS LLP**



David Hill Bashford, Nevada Bar # 11744  
Bank of America Corporate Center  
100 N. Tryon Street, Suite 2690  
Charlotte, NC 28202  
Phone: (704) 338-6000  
Fax: (704) 332-8858  
[dbashford@babco.com](mailto:dbashford@babco.com)

*Attorney for Defendants GMAC Mortgage, LLC,  
Executive Trustee Services, LLC, Illeanna Peterson  
and Kahleen Gowen*

VERIFICATION

Juan Aguirre being duly sworn, deposes and states:

That he is a manager of litigation support for GMAC Mortgage, LLC and, as such, is authorized to verify the foregoing Amended Responses to Plaintiff's First Set of Interrogatories to Defendant GMAC Mortgage, LLC on behalf of GMAC Mortgage, LLC, that he has read said amended Responses and knows the contents thereof, and that the same are true of his own knowledge and review of GMAC Mortgage, LLC's available corporate records.

GMAC Mortgage, LLC

By: 

Name: Juan Aguirre

Title: Manager—Litigation Support

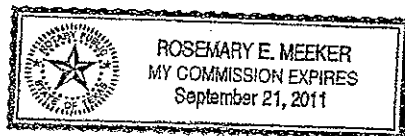
SWORN TO AND SUBSCRIBED before me  
this 4 day of August, 2011.



Notary Public

My Commission Expires: 9/21/11

[SEAL]



CERTIFICATE OF SERVICE

I hereby certify that I have this date served the above and foregoing Response to Interrogatories on:

Thomas P. Beko, Esq.  
Attorney for Plaintiffs  
99 West Arroyo Street  
P. O. Box 3559  
Reno, Nevada 89505  
Telephone: (775) 786-3930  
*Attorneys for Plaintiffs*

by placing a copy of same in the United States Mail, first-class postage prepaid and addressed to his regular mailing address, on this 5<sup>th</sup> day of August.

  
David Hill Bashford

**THIS ADDENDUM TO THE ADJUSTABLE RATE NOTE PROVIDES FOR AN INITIAL PERIOD OF MONTHLY PAYMENTS OF INTEREST ONLY AND FOR SUBSEQUENT MONTHLY PAYMENTS OF BOTH PRINCIPAL AND INTEREST.**

This Adjustable Rate Note Addendum is made this 29th day of September, 2005, and is incorporated into and shall be deemed to amend the Adjustable Rate Note of the same date (the "Note") and any Addenda to the Note given by the undersigned (the "Borrower") to evidence Borrower's indebtedness to EquiFirst Corporation (the "Lender"), which indebtedness is secured by a Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date and covering the property described in the Security Instrument located at:

5540 Twin Creeks Drive, Reno, NV 89523  
(Property Address)

**ADDITIONAL COVENANTS:** Unless specifically defined in this Addendum, any capitalized terms shall have the same meaning as in the Note. Notwithstanding anything to the contrary set forth in the Note, Addenda to the Note or Security Instrument, Borrower and Lender further covenant and agree as follows:

**I.** Section 3 and 4 of the Note are modified to provide for sixty (60) monthly payments of interest only ("Interest Only Period") at the interest rate determined in accordance with Sections 2 and 4 of the Note. Sections 3 and 4 of the Note are modified as follows:

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay interest during the Interest Only Period, and principal and interest thereafter during the Amortization Period, by making a payment every month.

**Interest Only Period:** The "Interest Only Period" is the period from the date of the Note through 11/01/2010.

**Amortization Period:** The "Amortization Period" is the period after the Interest Only Period and continuing until the Maturity Date.

I will make my monthly payments on the 1st day of each month beginning on December 1, 2005. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to scheduled interest and principal. If on November 1, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at  
EquiFirst Corporation, 500 Forest Point Circle, Charlotte, NC 28273  
or at a different place if required by the Note Holder.

**(B) Amount of My Interest Only Payments**

The first 24 monthly payments will be in the full amount of U.S. \$ 2,574.00, which equals one twelfth (1/12th) of the amount of yearly interest due on the principal at the time the loan was made. These payments are called the "Interest Only Payments". No payments of principal are due during the Interest Only Period. The Interest Only Payments will not reduce the principal amount of this Note. Additional Payments of principal may be made in accordance with the provisions of this Note.

**(C) Monthly Payment Changes**

During the Interest Only Period, changes in my monthly payment will reflect changes in the interest rate that I must pay. During the Amortization Period, 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. INTEREST RATE AND MONTHLY PAYMENT CHANGES

## (A) Change Dates Pg 19 of 20

The interest rate I will pay may change on November 1, 2007, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

## (B) The Index

Beginning with the first 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 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 Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 5.240 percentage points (5.240 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

For the Interest Only Period, after calculating my new interest rate as provided above, the Note Holder will then calculate the amount of the monthly payment to be one-twelfth (1/12th) of one (1) year's interest at the new interest rate. The result of this calculation will be the new amount of my monthly payment until the next Interest Rate Change Date.

During the Amortization Period, after calculating my new interest rate as provided above, the Note Holder will then calculate the amount of the monthly payment that would be sufficient to fully repay the remaining unpaid principal in substantially equal monthly payments by the Maturity Date, assuming, for purposes of each calculation, that the interest rate remained unchanged during that period. The result of this calculation will be the new amount of my monthly payment.

## (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.150% or less than 7.150 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point (1.000%) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 13.150% or less than the initial interest rate provided for in Section 2 of this Note.

## (E) Effective Date of Changes

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

## (F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my Interest Rate and the amount of my monthly payment before the effective date of any changes. 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.

II. All other provisions of the Note and any Addenda are unchanged by this Addendum to Adjustable Rate Note and remain in full force and effect.

I understand that for the Interest Only Period I will not be reducing the principal balance. After Five (5) years, if I only made my minimum payment, my principal balance will not be reduced.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in the Adjustable Rate Note Addendum.

Jean M. Gagnon

Pamela Longoni

**PREPAYMENT PENALTY Addendum to Note**

This ADJUSTABLE INTEREST RATE FLOOR & PREPAYMENT PENALTY ADDENDUM is made this 29th day of September, 2005, and amends the Note in the amount of U.S. \$ 432,000.00 dated the same date and given by the person(s) who signs below (the "Borrower(s)") to EquiFirst Corporation (the "Lender").

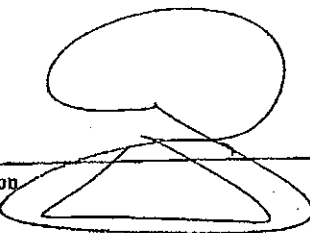
In addition to the agreements and provisions made in the Note and the Security Instrument, and notwithstanding any provisions to the contrary contained in said Note or the Security Instrument, both the Borrower(s) and the Lender further agree as follows:

**ADJUSTABLE INTEREST RATE FLOOR**

This loan has an Interest Rate "Floor" which will limit the amount the Interest Rate can decrease. Regardless of any changes in the index, the Interest Rate during the term of this loan will never be less than the initial Interest Rate provided for in Section 2 of the Note.

**PREPAYMENT PENALTY**

In the event, during the first 2 years after the execution of this Note, I make a prepayment and the prepayment exceeds twenty percent (20%) of the original principal amount of the loan in any twelve (12) month period, I will pay a prepayment charge in an amount equal to six (6) months' advance interest on the amount prepaid which is in excess of twenty percent (20%) of the original principal amount of the loan within the twelve (12) month period. The Note Holder will not assess a repayment penalty after the 2nd anniversary of the date of execution of this Note.

  
\_\_\_\_\_  
Jean M Gagnon

  
\_\_\_\_\_  
Pamela Longoni

818942  
EF057 (12/99)

**EXHIBIT 7**

**EXHIBIT 7**

**CERTIFIED**  
**COPY**

Reno  
Carson City

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA - RENO DIVISION

-oOo-

PAMELA D. LONGONI, individually,  
and as Guardian Ad Litem for LACEY  
LONGONI, and JEAN M. GAGNON,

Case No.  
3:10-CV-00297-LRH- (VPC)

Plaintiffs,

vs.

GMAC MORTGAGE, LLC, a Delaware  
Limited Liability Company, et al.,

Defendants.

---

DEPOSITION OF

MOST KNOWLEDGEABLE WITNESS ON  
BEHALF OF GMAC MORTGAGE, LLC

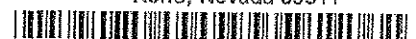
JUAN AGUIRRE

September 1, 2011

Reno, Nevada

REPORTED BY: DEBORA L. CECERE NV CCR, #324, RPR

JOB NO. 143998



Page 8

1 Number 1 for identification to this deposition.

2 (Exhibit Number 1 was marked for  
3 identification.)

4 BY MR. BEKO:

5 Q And ask you whether or not you recognize that,  
6 what's depicted in that document.

7 A I haven't seen the notice itself.

8 Q You haven't seen that before?

9 A Not the notice, no.

10 Q Okay. We'll come back to it in a little bit.

11 Is it your understanding, sir, that you are here  
12 today as a, a designated appointee under the Federal Rules  
1 as the person most knowledgeable with regard to General  
14 Motors or GMAC Mortgage, LLC?

15 A Yes.

16 Q All right. Now, my understanding from your  
17 counsel is that you also occupy that same position and  
18 title with regard to the additional defendant in this case,  
19 Residential Funding Company, LLC.

20 Is that your understanding as well?

21 A Yes.

22 Q Okay. We'll come back to that exhibit here in a  
23 little bit.

24 What's your current address, sir?

25 A My work address?

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1 Residential Funding Corporation?

2 A To my knowledge, yes.

3 Q All right. What is it?

4 A Residential Funding Corporation -- I don't know  
5 how exactly to explain it. All I know is that at one point  
6 they owned loans and were the investor of loans. That's  
7 all I know --

8 Q All right.

9 A -- regarding that.

10 Q Do you know, is it a corporation?

11 A I don't know if it's a corporation or what it  
12 is. No, I do not.

13 Q Do you know where it's located?

14 A The last time I remember seeing an address was  
15 in Minnesota.

16 Q Now, there's also a name that's frequently used  
17 that I've seen in lots of documents called Residential  
18 Funding Company, LLC.

19 A Okay.

20 Q Do you know -- what do you know about that  
21 company?

22 A I don't know about Residential Funding Company.

23 Q Do you know what the difference is between  
24 Residential Funding Corporation and Residential Funding  
25 Company, LLC?

1 A No.

2 Q Do you -- you don't even know whether they're  
3 two different companies or if they're in any way related or  
4 anything at all; is that correct?

5 A Correct. I don't know if they're related at  
6 all, no.

7 Q Okay. All you know, I guess, as I understand  
8 it, is that what you believe to be Residential Funding is  
9 located somewhere in Minnesota and that they own certain  
10 loans?

11 A Correct.

12 Q Do you know about a company -- well, let me ask  
13 you first.

14 As far as Residential Funding Corporation, do  
15 you know what its relationship to GMAC is?

16 A Yes.

17 Q What is its relationship to GMAC?

18 A Relationship -- regarding this loan, is what I'm  
19 answering to. Is that what you mean?

20 Q No. No. What is its -- is it in any way  
21 related to General Motors -- GMAC Mortgage, LLC?

22 In other words, is it owned -- does one of these  
23 companies own the other company, does one of the companies  
24 have some interest in it?

25 Do you know anything at all about the

JUAN AGUIRRE - 9/1/2011

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1 interrelationship between those two?

2 A No. I thought you meant regarding this loan and  
3 what relationship we had regarding this loan itself.

4 Q Okay. So you don't know what Residential  
5 Funding Corporation's relationship is to GMAC --

6 A No.

7 Q -- correct?

8 A Correct.

9 Q How about Residential Funding Company, LLC?  
10 Do you have any idea if it's -- of its  
11 relationship to GMAC?

12 A No.

13 Q Okay. What is your understanding of Residential  
14 Funding? And I guess you can't be more specific, when you  
15 say Residential Funding, as to whether it's Residential  
16 Funding Corporation or Residential Funding Company, LLC.  
17 You just know them as Residential Funding. Is that fair?

18 A I know them as Residential Funding Corporation,  
19 RFC. But Company, I don't know the relationship between  
20 them, no.

21 Q You don't even know that there's any real  
22 difference between those two; is that right?

23 A I do not know that.

24 Q Okay. So what I'm going to -- and the only  
25 reason I'm doing this is making sure you and I are on the

1 same page here.

2 A Okay.

3 Q When you say Residential Funding, you don't know  
4 if you're really referring to Residential Funding Company,  
5 LLC, or Residential Funding Corporation, correct?

6 A I'm referring to Residential Funding Corporation  
7 when I'm talking about RFC.

8 Q Okay. All right. And to your knowledge,  
9 Residential Funding Corporation still is in existence  
10 today?

11 A That is my understanding.

12 Q All right. You started to explain to me what  
13 you thought Residential Funding -- and I'm just going to  
14 say -- call it RFC from this point forward.

15 A Okay.

16 Q And you're always going to be talking about  
17 Residential Funding Corporation, correct?

18 A Correct.

19 Q Okay. What is RFC's relationship to GMAC as far  
20 as this loan is concerned?

21 A Regarding this loan, we are the subservicer. We  
22 service on their behalf. They are the master servicer to  
23 this loan, and we have been designated as the subservicer  
24 to service the loan for them.

25 Q Okay. Let me see if I am following you. GMAC

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1 is a subservicer for this loan, and the actual servicer was  
2 RFC?

3 MR. BASHFORD: Objection.

4 THE WITNESS: The master servicer is RFC.

5 BY MR. BEKO:

6 Q Right.

7 A And we, meaning GMAC, are the subservicers to  
8 this loan, correct.

9 Q Okay. So, you recall the testimony before about  
10 GMAC not actually owning any of the loans, instead it was  
11 simply contracting with the owner to provide servicing  
12 services for that loan.

1 Do you recall that testimony?

14 A Yes.

15 Q Okay. If I understand what you're saying to me  
16 now, is, is that GMAC did not contract directly with the  
17 owner of the loan, but instead GMAC has a contractual  
18 arrangement with RFC that it's going to perform RFC's  
19 servicing obligations on behalf of RFC, and RFC had some  
20 kind of agreement with the owner that it was supposed to be  
21 the servicer. Is that right?

22 A My understanding is, yes, we do have an  
23 agreement with -- I think it's in the exhibits -- the  
24 Servicer Guide to service the loans for RFC, who is the  
25 master servicer for the owner, or the investor, as they

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1 that's how I have to the best of my knowledge.

2 Q In your information, all the information you  
3 have as to who held and who owned this note and the  
4 mortgage came from this paralegal Rosemary?

5 A Correct.

6 Q And upon belief in the accuracy of what she told  
7 you, you then verified these answers?

8 A Correct.

9 Q Okay. So as we look here, we see something  
10 happening, apparently -- if one were to read the accuracy,  
11 read this accurately, 1/5 of '06, Residential Funding  
12 Company, LLC, as trustee, gets beneficial rights from EC on  
13 1/5/06. And then on 10/8 of '06 Residential Funding Co.,  
14 LLC, but not as trustee, gets transfer of servicing rights  
15 from EC.

16 Do you see that?

17 A I do.

18 Q Do you have any idea, sir, what the difference  
19 is between Residential Funding Company, LLC, as trustee,  
20 and Residential Funding Co. as LLC?

21 A Not right now, no.

22 Q All right. Do you have any idea what  
23 "beneficial rights" mean?

24 A My understanding at that point was that the  
25 rights to the loans were transferred from EquiFirst over to

1 RFC.

2 Q Okay. Loan, meaning the promissory note?

3 A The promissory note and the whole loan itself  
4 was transferred over to RFC.

5 Q Okay. And what, what -- would you define for me  
6 what you mean as "the whole loan itself"?

7 What does that encompass?

8 A Well, the rights to the note itself. The rights  
9 to owning the note at that point. They're the new  
10 beneficiary or the new owner of the note, yes.

11 Q Okay. Do you understand -- is there any  
12 difference in your mind, sir, between the owner of the note  
13 and the beneficiary of the note?

14 MR. BASHFORD: Objection.

15 THE WITNESS: No. To me, the beneficiary and  
16 the owner of the note, to me, it means that they own the  
17 note, that they hold the note, yes.

18 BY MR. BEKO:

19 Q Okay. Do you understand there to be any legal  
20 significance of the word "holder" of a note?

21 MR. BASHFORD: Objection.

22 BY MR. BEKO:

23 Q Do you have any knowledge of the legal  
24 significance of the word "holder" of the note?

25 A I'm not an attorney, legal language. Yeah.

1 A Correct.

2 Q Have you seen, at any time in your career with  
3 these companies, the original promissory note?

4 A No.

5 Q Do you have any idea where that original  
6 promissory note is today?

7 A Nope. Sorry. No.

8 Q That's okay. Thank you.

9 Have you ever seen a copy of that promissory  
10 note?

11 A The one that we had a copy of or what's out  
12 there today?

13 Q Let's talk about -- if there's something  
14 different, let's talk about -- it's a good answer.

15 Let's talk first about the one you say "we had."  
16 And when you say "we," who is "we"?

17 A Well, a copy of it, as you stated. I mean, we,  
18 GMAC, had a copy imaged in our system of the promissory  
19 note. That's in the Looking Glass, as I stated earlier.

20 Q Okay.

21 MR. BEKO: And I'm going to go ahead and mark as  
22 an exhibit this document.

23 (Exhibit Number 8 was marked for  
24 identification.)

25 ///

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1 A I don't know if it's the back side. . . Again, I  
2 think we discussed that earlier, that to me the images are  
3 just showing, you know, in my imaging system as one page.

4 Q Okay. But so we're clear --

5 A Okay.

6 Q -- when you see this document in your imaging  
7 system, it's the only place that you know that you can go  
8 to, to find this document, correct?

9 A Yes.

10 Q You couldn't walk down the hall, open the door  
11 and go out and pull it out and look at the actual hard  
12 copy.

1 You don't know that that document exists  
14 anywhere where you can go do that, correct?

15 A Not in my office. I think we discussed earlier  
16 that it's kept with the custodian in, in their office or  
17 wherever they keep it.

18 Q And who is the custodian?

19 A I think we discussed it was RFC.

20 Q Okay. So you think that it's possible that you  
21 could go to RFC's office -- and that's in Minnesota, right?

22 A Correct.

23 Q And you think you could go to their office and  
24 you think you could find this note, the original note, in  
25 their office?

1 A If there's more to it, I don't know.

2 Q All right. Let's take a moment, sir, and talk  
3 for a second about this apparent company, Residential Asset  
4 Mortgage Products, Inc.

5 What do you know about that company?

6 A All I know is that they purchased the loans,  
7 which happened to be also the Longoni loan along with it,  
8 and they purchased the pool of loans. That's my  
9 understanding.

10 Q Okay.

11 A They assumed the loans, I guess.

12 Q Do you know what Residential Asset Management  
13 Products, Inc. is from the standpoint of a business entity?  
14 For instance, is it a corporation, is it an LLC?

15 A Well, my understanding, per the document, it's a  
16 Delaware corporation.

17 Q Okay. And do you know when it was created?

18 A No, I do not.

19 Q Do you know where its business -- where its  
20 principal place of business is?

21 A No, I do not.

22 Q Have you ever been there, to any offices of  
23 Residential Asset Management Products, Inc.?

24 A No, I have not.

25 Q To your knowledge, does it even have a business

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1 address anywhere?

2 A I do not know.

3 Q Do you know how many employees it has?

4 A I do not.

5 Q Have you ever heard, sir, of, of a trust known  
6 as RAMPI 2005 EFC7?

7 A Yes.

8 Q What is that?

9 A My understanding is when RAMPI, or Residential  
10 Asset Mortgage Products, took the loans, they put it into a  
11 trust, and they are what we call the investor now. That's  
12 my understanding.

13 Q So it's your understanding -- let me just ask  
14 you this basic question.

15 A Sure.

16 Q Do you understand what a trust is?

17 MR. BASHFORD: Objection.

18 THE WITNESS: A trust is, to my understanding,  
19 is -- and this we learned in the mortgage. There's loans  
20 and there's investors, individuals who invest in those  
21 loans. And -- I guess I'm going back to what a trust and a  
22 trustee is with regular individuals, and U.S. Bank being  
23 the trustee that oversees that trust and what's going on  
24 with the loan.

25 ///

1 BY MR. BEKO:

2 Q In a legal sense, a trust is a separate legal  
3 entity, like a corporation or a limited liability company.  
4 It's created as a separate legal entity. And then  
5 sometimes people talk about putting money or something in a  
6 trust fund, which is just like an account. It doesn't  
7 create a separate legal entity.

8 Do you know whether or not this RAMPI that's  
9 described as a trust, or, excuse me, RAMPI 2005 EFC7, is  
10 actually a separate legal entity?

11 MR. BASHFORD: Objection.

12 THE WITNESS: My understanding is it's a  
13 separate entity from the Residential Asset -- sorry,  
14 Mortgage Products, RAMPI. It's a totally different entity.  
15 That is my understanding. Yes.

16 BY MR. BEKO:

17 Q And when was that trust formed?

18 A I don't know the exact date that I recall.

19 Q But, but that trust, to your knowledge, as the  
20 person most knowledgeable with GMAC, is the owner of the,  
21 of the note, the promissory note, the Longoni promissory  
22 note. Is that your understanding?

23 A That's my understanding.

24 Q If you look, sir, at Exhibit Number 10 --

25 A Okay.

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1 started out.

2 Q It makes good sense to me.

3 A It used to be like that in the olden days.

4 Q Seems to me if they had that in this case we  
5 wouldn't be here.

6 A Let me see. That's all I can think of.

7 Q Okay.

8 A I'm sure there's more departments out there.

9 Q What is the -- what's the mediations department?  
10 What do those people do?

11 A Those individuals are -- work with the  
12 foreclosure department, and foreclosure loans, loans that  
1 are on foreclosure that are going to be mediated prior to  
14 maybe going into foreclosure, see if they can work with  
15 them. They try to work some sort of modification or some  
16 sort of repayment plan at the mediation itself.

17 Q Are those typically court-ordered mediations or  
18 are they --

19 A My understanding, certain states are court  
20 ordered and some states are voluntary.

21 Q Okay. In this case, this never went through a  
22 mediation here in Nevada, did it?

23 A Not that I'm aware of.

24 Q Do you know why not?

25 A No, I do not.

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1 A As stated earlier, in the Servicer Guide over  
2 here, which I'm -- it's part of the production:

3 Q Okay. Let's kind of go through that.

4 A Okay.

5 Q I'm going to show you a document that's marked  
6 as Exhibit Number 15.

7 A Okay.

8 (Exhibit Number 15 was marked for  
9 identification.)

10 MR. BEKO: And just for the record, that is  
11 Bates numbers RFC 1293 through RFC 571, although I think  
12 there are some -- it's hard to tell with the Bates, but I  
1 think there are some omissions.

14 BY MR. BEKO:

15 Q Do you recognize this document?

16 A Yes.

17 Q All right. Now, your testimony is that at some  
18 point in time during this loan modification request from  
19 the Longonis, this document, Exhibit Number 15, was what  
20 was followed by loss mitigation employees of GMAC when  
21 requested to modify the Longoni loan?

22 A This is a, what, the guide, yes, to working a, a  
23 modification. We would follow the rules from here,  
24 correct.

25 Q All right. Now, this Servicer Guide says -- it

1 has on here "GMAC-RFC."

2 Do you see that?

3 A Yes, I do.

4 Q Do you know why -- I mean, who actually prepared  
5 this?

6 A The document itself?

7 Q Yeah.

8 A I don't know the person who prepared it, but  
9 just by reading the document at the bottom, it's a 2008  
10 Residential Funding Corporation, all rights reserved.

11 So --

12 Q And I certainly see that.

13 A Um-hum.

14 Q But it -- what I understand was that RFC was the  
15 master servicer; it was the one that was calling the shots  
16 as far as the servicing was concerned. Correct?

17 A They delegated the authority to us to service  
18 the loan and work the loans if modifications needed to be  
19 done.

20 Q Right.

21 A Again, like I stated earlier, if there was a  
22 certain level above the authority, then of course, you  
23 know, we had to work up.

24 Q Right. And I think I understand what you're  
25 saying.

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1 Q Gagnon?

2 A -- Mr. Gagnon maybe were qualified for a  
3 different type of modification.

4 Q All right. And that's kind of what my question  
5 is.

6 A Okay.

7 Q Was there some point -- let me ask you this.  
8 Exhibit 15 was what we started with in 2009 as  
9 far as loan modifications were concerned. That's what  
10 governed the decision-making process of GMAC employees when  
11 2009 started, correct?

12 A Right, when 2009 started. This started in 2008.  
1 Correct.

14 Q Okay. Was this Servicer Guide, these rules,  
15 guidelines, whatever, were they discontinued when HMP came  
16 into place, or were they simply supplemented by HMP, being  
17 an additional method or means by which to review loan  
18 modification?

19 A HMP was a different method, totally different  
20 modification, different guidelines that we would have to  
21 follow for a different type of modification. But these  
22 were not discontinued. They were still in effect.

23 Q Okay. So is it your understanding that the  
24 employees of GMAC who were dealing with loan modification  
25 could consider it under either the original GMAC-RFC

1 Servicer Guide, Exhibit 15, or they could do it under HMP  
2 as well?

3 A Yes. We would look at both options to see what  
4 would be best for the borrower.

5 Q Okay.

6 MR. BEKO: You know what? I'm sorry. I never  
7 gave you the copy. And part of it is on yellow because of  
8 copy machine failure.

9 BY MR. BEKO:

10 Q Do you know who -- strike that.

11 Was a decision ever made, to your knowledge,  
12 that the Longonis -- or Pam Longoni could not qualify under  
13 the GMAC guidelines?

14 A My understanding is that they were reviewing her  
15 loan for a modification when she called in and informed us  
16 of her financial difficulties. But they were reviewing.  
17 That was, that's my understanding at that point.

18 And then at a certain point then they stated  
19 that they were going to maybe look at a HMP modification.

20 Q And when does HMP come into play? When does it  
21 take effect, the new guidelines that they --

22 A I remember HMP coming in, actually, in the world  
23 back in March of 2009. And I think it was sometime in May  
24 of 2009, is when we started working with the HMP  
25 modifications, is what I recall.

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1 page.

2 MR. BASHFORD: Well, I'm going to object to  
3 asking him questions about an incorrect e-mail chain,  
4 because the first page --

5 MR. BEKO: Well, you can make whatever objection  
6 you want.

7 (Exhibit Number 16 was marked for  
8 identification.)

9 BY MR. BEKO:

10 Q Mr. Aguirre, I'm showing you what's been marked  
11 Exhibit Number 16 for identification.

12 A Okay.

13 MR. BASHFORD: All right. I continue my  
14 objection. This is an incomplete e-mail.

15 MR. BEKO: Okay.

16 (Exhibit Number 17 was marked for  
17 identification.)

18 BY MR. BEKO:

19 Q Again, directing your attention to this, this  
20 e-mail from Mr. Stephenson indicating where he saw an  
21 e-mail stating that the mod had been approved yesterday but  
22 that's all he knows, do you see that?

23 A I do see that.

24 Q Who wrote that e-mail that approved the mod on  
25 June 29th?

1 A I don't know.

2 Q Have you ever seen that e-mail?

3 A No, I have not.

4 Q Have you ever looked for it?

5 A I have not.

6 Q Do you know, has anybody ever looked for it?

7 A I don't know.

8 Q Do you know whether or not e-mail communications  
9 from your GMAC employees are kept by GMAC?

10 A They are not kept by GMAC. An e-mail, just like  
11 any e-mail from Outlook, it can be saved or it can be  
12 deleted by the individual.

13 Q Is what their e-mail system is, is Outlook?

14 A That's what we use, or GMAC uses.  
15 (Exhibit Number 18 was marked for  
16 identification.)

17 BY MR. BEKO:

18 Q Showing you what's marked as Exhibit Number 18  
19 for identification.

20 MR. BASHFORD: Are we on 18?

21 THE WITNESS: No. This should be 17.

22 MR. BEKO: I already marked a different one 17.

23 THE WITNESS: Okay.

24 BY MR. BEKO:

25 Q Do you recognize this document?

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1 BY MR. BEKO:

2 Q Okay.

3 A -- that 27 is here.

4 Q To your knowledge, has anyone ever made an  
5 attempt to locate that e-mail?

6 A To my knowledge, I don't know of anyone.

7 Q Okay. Were you ever asked to assemble records  
8 responsive to the requests for production of documents?

9 A No.

10 Q Who was responsible for assembling the documents  
11 in response to the request for production?

12 A I cannot give a specific name. The only name  
13 that might pop up would be probably Rosemary Meeker, since  
14 she's in the legal department and would assist with these  
15 kind of requests.

16 Q Was there ever, to your knowledge, any hold  
17 placed of any type of the e-mail account of Nate Stephenson  
18 or other employees who worked on the Longoni matter?

19 A Hold on e-mail accounts? Can you explain what  
20 you mean by hold?

21 Q Sure. Was there ever any attempt to capture  
22 their e-mail communications, these people that worked,  
23 especially Nate Stephenson, on this loan modification?

24 Was there ever any attempt to capture their  
25 e-mail communications --

1 MR. BASHFORD: Objection.

2 BY MR. BEKO:

3 Q -- so they wouldn't be lost?

4 A That, I don't know.

5 Q You didn't undertake any effort to try to  
6 capture those and preserve them?

7 A No. I wouldn't do that, no.

8 Q And no one ever asked you to do that?

9 A No.

10 Q Were you aware before you came here today that  
11 there was an e-mail communication from Nate Stephenson  
12 saying that their mod had been approved?

13 A I had read some e-mail communications which were  
14 in the documents regarding this e-mail, if I'm correct, in  
15 there somewhere, I think, where he stated that there was a  
16 modification approved.

17 Q So just within the last week or so, since last  
18 week, is when you first saw that e-mail noting that the  
19 modification had been approved?

20 A The first time I saw the e-mail was last week,  
21 yes.

22 Q Okay. Any idea what happened? Assuming that  
23 Mr. Stephenson is being truthful in his report on this  
24 e-mail communication to Ms. Longoni, do you have any idea  
25 what happened to that approved modification?

1 employees how to handle loan modifications, et cetera,  
2 under the Servicer Guide, Exhibit 15.

3 A Correct.

4 Q Okay. Exhibit 21 is a training tool to instruct  
5 employees how to handle home modification under the HMP  
6 program, correct?

7 A Correct.

8 Q Is there a document that describes the HMP  
9 program that is similar to Exhibit Number 15?

10 A I know there's another document regarding the  
11 HMP program, which is also with the documents in discovery,  
12 which I saw when I was reviewing. Not that thick as the  
13 servicer guidelines, but there is another document.

14 (Exhibit Number 22 was marked for  
15 identification.)

16 BY MR. BEKO:

17 Q Showing you what's marked as Exhibit Number 22  
18 for identification.

19 MR. BEKO: Counsel, again, this is GMAC 02-193  
20 through 236.

21 BY MR. BEKO:

22 Q What, what is Exhibit Number 22?

23 A Exhibit 22 is -- it's actually a, a set of  
24 checklists on how to go about doing certain modifications.  
25 Like we have a, a trial modification, permanent

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1 modification approval. It's a checklist on how to go into  
2 our system and what needs to be requested, a step-by-step  
3 checklist for the individuals working the modifications.

4 Q So this would apply to the, both the, I guess,  
5 the GMAC type refinance as reflected in Exhibit 15 as well  
6 as the HMP as well? Is that right?

7 A Not refinance, but loan modification.

8 Q Loan modification.

9 A Yes. And the HMP. Also there's a checklist  
10 here for the HMP as well included.

11 Q Right. Okay. So tell me how, how do these two  
12 interplay with one another, Exhibit 22 and 15?

13 A Well, this is the checklist. This is how we go  
14 into our system and how to go into screens and see if they  
15 qualify for certain programs. It's part of the servicing  
16 of the loan, which would fall into part of the servicing  
17 guides and how we should service loans.

18 Q Okay. That is not a description of the HMP  
19 program like Exhibit 15 is for the GMAC traditional?

20 A No, no. This is just a checklist on how to  
21 conduct certain modifications. There's several different  
22 checklists in here. There's not one checklist. There's  
23 actually several, like you have the trial permanent  
24 modification checklist, and if you keep going, special  
25 servicing checklist.

1 A Yes. That would be a non-HMP modification,  
2 which would be traditional. Irregular modification on a  
3 loan, correct.

4 Q Was there anything other than traditional  
5 modification that was being used by GMAC before HMP came  
6 along?

7 A In terms of modifications, it was a -- we had  
8 what was called a trial modification, which was kind of  
9 sort of like a repayment plan where there was maybe three  
10 payments to see if the borrower can afford something while  
11 we looked at the traditional modification. But not --  
12 until HMP came along, then we started doing HMP  
13 modifications.

14 Q Along with the traditional one, correct?

15 A We were also doing -- at the same time, yes.

16 Q Okay. And there was nothing, as far as you  
17 know, that required any of your employees to choose one  
18 plan over the other?

19 A Well, what we do is we look at the finances, the  
20 hardship, what the borrower can afford. If they don't fall  
21 within a traditional modification, of course, at that point  
22 when HMP came around it was a little bit more -- what's the  
23 word I'm trying to use -- be aggressive, or we can change  
24 more.

25 Q More liberal?

1 A More liberal. We can reduce the interest more,  
2 maybe extend the terms a little bit more.

3 Q All right.

4 A So if they couldn't afford it in the  
5 traditional, we would then, by all means, try and see if  
6 they would fit into a HMP modification.

7 Q All right. And was there some benefit to GMAC  
8 financially if they modified or agreed to a modification  
9 for a homeowner?

10 In other words, did GMAC ever receive any kind  
11 of compensation, federal or otherwise, for putting people  
12 into these programs?

13 A From reading my documents, yes, there were  
14 incentives to the servicer when they were -- when there was  
15 a successful completed modification, both in a traditional  
16 and on the HMP as well.

17 Q All right. And how about compensation from the  
18 federal government? Did, did, did GMAC or the investor, to  
19 your knowledge, ever receive any type of federal funds in  
20 response to any -- and especially with regard to the  
21 Longoni loan -- did they ever receive any kind of  
22 compensation, payment, anything?

23 A From the government?

24 Q Um-hum.

25 A I wouldn't know. Not that I'm aware of. But

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1 says, you know:

2 Understand the background of the  
3 Making Home Affordable Program, Obama  
4 Mod HMP.

5 Is it your understanding the Obama Mod and HMP  
6 is the same thing?

7 A Yes.

8 Q Okay. Now, this shows that it has a date on it  
9 of 3/8 of '10.

10 A Correct.

11 Q Is this a training material didn't come about  
12 until March of '10?

13 A Yes, because that's when the program was  
14 starting to -- well, I'm sorry. That's 2010.

15 March of 2009 is when the program started  
16 rolling out. So I don't know if this was a revised copy or  
17 not. It doesn't say revised.

18 MR. BASHFORD: I'll make a copy now.

19 (Whereupon a recess was taken.)

20 MR. BEKO: Back on the record.

21 (Exhibit Number 26 was marked for  
22 identification.)

23 BY MR. BEKO:

24 Q Showing you what's marked as Exhibit Number 26  
25 for identification.

1 60 days. No guarantees... I tried to  
2 update DTI calculator but borrower  
3 did not know her gross income. Said  
4 she would call back tomorrow because  
5 she had to go to work.

6 Q All right. Apparently something else is going  
7 on down there. I don't know if it's a further extension.  
8 We see a 1025 -- 10:25:

9 Do you know what those numbers relate to?

10 A No. I'm not going to guess. No, I don't.

11 Q All right. Do you see this? It says:

12 Pay cuts start 9/28. Ongoing.

13 Tell me what that note means to you.

14 A That's a continuation from the one above it,  
15 where it says reason for default. SPS. I don't know what  
16 the SPS means. Had to get another job and took a pay cut.  
17 Start on 9/2008 ongoing.

18 I don't know what the MI stands for, but:

19 \$1800 a month. Advised foreclosure  
20 sale date on hold. Late charges and  
21 credit reporting continues.

22 H. Casas.

23 I don't know who that is.

24 Q Let's see if we can figure that out.

25 A Okay.

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1 Q Henry Casas?

2 A Correct.

3 Q Okay. The following day you go down and it --  
4 on 7/10/09?

5 A Um-hum.

6 Q 2928. It says:

7 Repay plan cancelled automatic.

8 A Okay.

9 Q And explain to me what that is.

10 A There was four payment plans to that repayment  
11 plan, the \$1600, March 30th, April 30th, June 30th -- wait.  
12 Sorry. March, April, May, June 30th was that balloon  
13 payment that we talked about. That payment was not made so  
14 instead of manually like the last one we saw where someone  
15 manually cancelled it, the system automatically cancelled  
16 it when we don't receive that full amount.

17 Q Okay. So that would have actually been -- that  
18 would have been effective as of June 1st.

19 A Which one?

20 Q The failure to make the payment would have been  
21 on June 1st?

22 A March 30th. April, May, June 30th was when her  
23 final payment was due. So July 1st would have been  
24 considered late. So the payment plan was cancelled after  
25 that payment wasn't received, the June 30th balloon payment

1                   Obama Workout Package provided to  
2                   date. 30 days to sale. No contact  
3                   letter.

4           A       I see that it says 30 days to sale. But I don't  
5           see it in the body of the letter.

6           Q       You can see it at the bottom?

7           A       I see it at the bottom. 30 days to sale.

8           Q       Okay.

9           A       Exactly.

10          Q       Were you involved -- strike that.

11                   Did you ever know that there was an effort made  
12           to try to get this property back after the sale?

13          A       There was an understanding -- I have an  
14           understanding that they were trying to get the property  
15           back, yes.

16          Q       Why?

17          A       I don't know. All I know is that they were  
18           trying to get the property back at one point.

19          Q       Were you at involved in the negotiation process  
20           with the purchaser where GMAC was trying to get the  
21           property back?

22          A       No.

23          Q       Did anybody ever tell you that GMAC made a  
24           mistake with regard to foreclosing on this property?

25                   MR. BASHFORD: Objection to the extent it calls

1 for privileged information.

2 BY MR. ADAMS:

3 Q Did anybody ever -- other than an attorney --  
4 tell you that GMAC made a mistake in foreclosing on this  
5 property?

6 A No.

7 Q Who did you talk with about this attempt to get  
8 the property back?

9 A I wasn't talking -- it was just in conversation.  
10 Ms. DeSilva mentioned something at one time. And --

11 MR. BASHFORD: Objection.

12 BY MR. BEKO:

13 Q Okay. She's an attorney, right?

14 A Yes.

15 Q I don't know want you to tell me about what an  
16 attorney for GMAC told you. If you had a discussion with  
17 anyone other than an attorney about the attempt to get the  
18 property back, that's what I'm looking for.

19 A Rosemary Meeker. She's not an attorney.

20 Q Okay. What did Rosemary Meeker tell you?

21 MR. BASHFORD: Objection.

22 THE WITNESS: That at one point that they were  
23 trying to get the property back. That's what I was  
24 informed.

25 ///

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1 The 2270 and the 1600 were repayment plans that were  
2 discussed.

3 Q Okay. If in fact there had been a reduction in  
4 the principal amount of the loan by the \$186,000, would  
5 that be deemed to be a modification?

6 A If we were going to modify the whole loan and  
7 reduce the amount by the 186 that was proposed, yes, we're  
8 modifying the loan. So that would be deemed a modification  
9 if it was approved.

10 Q So really, in reality, the only modification  
11 that was ever discussed was the modification that included  
12 the \$1600 payment, the write-down, and the change in the  
13 interest rate, correct?

14 A According to what we were reading, Nate had  
15 discussed that with her. That was the second modification.  
16 We had one back in 2007, but this is the second  
17 modification that was discussed with Nate, but it was  
18 submitted for, as a proposal.

19 Q And I understand -- what I'm trying to get at is  
20 you told me that the first discussion of the, of the  
21 repayment plan, that's not a modification, correct?

22 A Correct. A repayment plan is not a  
23 modification.

24 Q So the only modification that was ever discussed  
25 that you know of between GMAC and, and the borrowers, was,

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1 was the modification that Nate was referring to, \$1600,  
2 write-down 186,000, and just for reference, the -- let me  
3 just read to you --

4 A Correct.

5 Q -- his e-mail. On 4/28/09 he says:

6 Hi. It has to go to higher  
7 management due to the amount. The  
8 balance I am showing is 439177.63 If  
9 we get this mod approved your balance  
10 will drop to 269677 for five years.

11 A Okay.

12 Q He responds back later and says:

13 The 186 K includes 15,000 in  
14 interest. So the actual principal is  
15 written off as around \$169,000.  
16 After five years your interest rate  
17 will increase by no more than one  
18 percent a year. The highest it can  
19 go is 13.875. The principal will be  
20 gone forever.

21 That's the only modification that you know of  
22 that was ever being discussed between GMAC and the  
23 borrowers, correct?

24 A Nate's modification, that's the only one I know  
25 of, yes.

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1 Q Okay. So the only modification that Nate could  
2 be referring to as being approved in the e-mail that he  
3 sent had to be that one, right?

4 MR. BASHFORD: Objection.

5 THE WITNESS: I don't know what Nate was  
6 thinking when he said that.

7 BY MR. BEKO:

8 Q Can you identify for me any other modification  
9 that was being discussed between GMAC and the borrowers  
10 other than the one that I just read to you by Nate?

11 A That's the only modification that I am aware of.

12 Q Okay.

13 (Exhibit Number 31 was marked for  
14 identification.)

15 BY MR. BEKO:

16 Q Showing you what's been marked as Exhibit  
17 Number 31 for identification.

18 A Okay.

19 Q Do you recognize this document?

20 A Yes.

21 Q You've seen it before?

22 A I have seen it, yes.

23 Q All right. What do you know about GMAC Mortgage  
24 removing all reference to the loan, the entire loan and  
25 default and all that from the borrowers' credit?

1 STATE OF NEVADA )  
2 ) ss.  
3 WASHOE COUNTY )

4 I, DEBORA L. CECERE, a Certified Court Reporter, State  
5 of Nevada, do hereby certify:

6 That on Thursday, the 1st day of September, 2011, at  
7 the hour of 8:57 A.M. Of said day, at 99 West Arroyo  
8 Street, Reno, Nevada, personally appeared JUAN AGUIRRE, who  
9 was duly sworn by me to testify the truth, the whole truth,  
10 and nothing but the truth, and thereupon was deposed in the  
11 matter entitled herein;

12 That I am not a relative, employee or independent  
13 contractor of counsel to any of the parties; or a relative,  
14 employee or independent contractor of the parties involved  
15 in the proceeding, or a person financially interested in  
16 the proceeding;

17 That said deposition was taken in verbatim stenotype  
18 notes by me, a Certified Court Reporter, and thereafter  
19 transcribed into typewriting as herein appears;

20 That the foregoing transcript, consisting of pages 1  
21 through 277 is a full, true and correct transcription of my  
22 stenotype notes of said deposition.

23 DATED: At Reno, Nevada this 12th day of September,  
24 2011.

25   
DEBORA L. CECERE, NV CCR #324, CA CSR #8821

# **EXHIBIT 8**

# **EXHIBIT 8**



Las Vegas

Reno

Carson City

**CERTIFIED  
COPY**

## UNITED STATES DISTRICT COURT

## DISTRICT OF NEVADA - RENO DIVISION

-oOo-

PAMELA D. LONGONI,  
individually and as Guardian  
Ad Litem for LACEY LONGONI,  
and JEAN M. GAGNON,

Case No. 3:10-CV-00297-LRH-(VPC)

Plaintiffs,

vs.

GMAC MORTGAGE, LLC, a Delaware  
Limited Liability Company, et  
al.,

Defendants.

DEPOSITION OF

MYRON RAVELO

SEPTEMBER 8, 2011

RENO, NEVADA

REPORTED BY: CORRIE L. WOLDEN, NV CSR #194, RPR, CP

JOB NO. 144002



MYRON RAVELO - 9/8/2011

Page 21

1 Products, Inc.?

2 A Not that I'm aware of.

3 Q Do you know whether or not ETS has any contractual  
4 relationship with Residential Funding Corporation?

5 A No.

6 Q Do you know whether ETS has any contractual  
7 relationship with Residential Funding Company, LLC?

8 A No.

9 Q Do you know whether Executive Trustee Services has  
10 any contractual relationship with a company known as MERS?

11 A No.

12 Q Do you know whether or not Executive Trustee  
13 Services has any contractual relationship with a trust known  
14 as RAMP 205EFC?

15 A No.

16 Q And, I'm sorry, that was RAMP 2005, like the year  
17 2005.

18 A No.

19 Q Okay. Are you aware of any assignment of rights  
20 that Executive Trustee Services has received from this trust  
21 RAMP 2005EFC?

22 A No.

23 Q Are you aware of any assignment of rights from  
24 Residential Asset Mortgage Products, Inc. to Executive  
25 Trustee Services?

Page 22

1 A No.

2 Q Are you aware of any assignment of rights between  
3 Residential Funding Company, LLC and Executive Trustee  
4 Services?

5 A No.

6 Q Are you aware of any assignment of rights from  
7 Residential Funding Corporation to Executive Trustee  
8 Services?

9 A No.

10 Q And are you aware of any assignment of rights from  
11 GMAC Mortgage, LLC to Executive Trustee Services?

12 A No.

1 Q Are you aware of any assignment of rights between  
14 Homecomings Financial, LLC and ETS?

15 A No.

16 Q You had indicated before that there were other  
17 vendors that ETS uses, I guess, to perform its services.  
18 Before we go there, I want to just have you describe for me  
19 what you believe ETS does as a business.

20 A ETS prepares and processes the foreclosure file  
21 for our clients.

22 Q All right. And so preparing and processing the  
23 foreclosure file, does that include actually engaging in the  
24 process of foreclosing upon a piece of property?

25 A Physically, no, but the documentation, yes.

1 the right to get the collateral back if the loan is not  
2 paid, correct?

3 MR. BASHFORD: Objection.

4 THE WITNESS: Yes.

5 BY MR. BEKO:

6 Q Do you know who owned the Promissory Note when  
7 this assignment came to ETS?

8 MR. BASHFORD: Objection.

9 THE WITNESS: No.

10 BY MR. BEKO:

11 Q Do you have any idea who held -- Do you know what  
12 a holder is of a Promissory Note?

13 MR. BASHFORD: Objection.

14 THE WITNESS: Just from what I understand, it is  
15 who has the actual physical note, original.

16 BY MR. BEKO:

17 Q Okay. Good. Do you know who held the Promissory  
18 Note when this assignment came to GMAC, or to ETS?

19 MR. BASHFORD: Objection.

20 THE WITNESS: No.

21 BY MR. BEKO:

22 Q To your knowledge did anyone ever attempt to make  
23 any inquiry as to who actually held the Promissory Note at  
24 the time that the foreclosure was started?

25 MR. BASHFORD: Objection.

MYRON RAVELO - 9/8/2011

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1 THE WITNESS: No.

2 MR. BEKO: Well, can you be more specific,  
3 Counsel?

4 MR. BASHFORD: It is a legal question about the  
5 definition of what the holder of the note is.

6 MR. BEKO: Okay.

7 MR. BASHFORD: He is not a legal expert.

8 BY MR. BEKO:

9 Q Do you know, sir, at the time -- This foreclosure  
10 was started on or about the 20th of February of 2009,  
11 correct?

12 A Correct.

13 Q Does ETS have any idea who was in possession of  
14 the Promissory Note?

15 A No.

16 Q Does ETS have any idea who was in possession of  
17 the Deed of Trust?

18 A Not physical, but no.

19 Q How about anything other than physical? Who was  
20 in possession of it, if it is not physical?

21 A ETS would assume GMAC would have it.

22 Q Okay. Do you know who MERS is?

23 A I know, yes.

24 Q What is MERS?

25 A From what my understanding is, it is a company

MYRON RAVELO - 9/8/2011

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1 Deed of Trust is to whoever GMAC is notifying us to  
2 foreclose under.

3 Q I see. So because they are saying to you do it in  
4 MERS' name, you don't have to go get any assignment of the  
5 Deed of Trust?

6 A From what we know now.

7 Q From what you know now?

8 A No, from what we know, we don't have to. We did  
9 not have to at that time.

10 Q Has that changed now?

11 A Yes.

12 Q What is different about that now?

13 A Everything is assigned out.

14 Q Right. Meaning when you now do foreclosures, you  
15 get an assignment from the original lender of the Deed of  
16 Trust, correct?

17 A That's correct.

18 Q When did that change?

19 A I believe the exact date was October 19, 2009.  
20 I'm sorry, 2010.

21 Q October 19th, 2010?

22 A That's correct.

23 Q And what happened to prompt that change?

24 A I'm not exactly 100 percent sure what exactly  
25 happened.

1 Q So after 2010, whoever is listed as the lender on  
2 the Deed of Trust then has to give an assignment to ETS  
3 before you begin the foreclosure process?

4 A That's correct.

5 Q Okay. And how do you know this date of October  
6 19th?

7 A There was a communiqué, a memo, a company memo.  
8 It is either October 19th or 18th.

9 Q Okay.

10 A It is around that time frame.

11 Q All right. So now when ETS does a foreclosure,  
12 they will get an assignment of the Deed of Trust, and will  
13 they still do the Substitution of Trustee?

14 A Yes.

15 Q And then they will do the Notice of Default?

16 A Correct.

17 Q Okay. All right. And you don't remember anybody  
18 telling you why it was that they were changing this  
19 procedure by which to complete foreclosures?

20 A No, not -- no.

21 Q You don't have any idea?

22 A I personally do, just from what I read and  
23 reviewed, but not --

24 Q Okay. Tell me what your understanding is as to  
25 why this change was made.

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1 A I don't think it is a fair statement to say we  
2 never have to, but we are obtaining, we would obtain that  
3 information from the Revised Statutes of Nevada.

4 Q Okay. So you think that there is something in the  
5 Revised Statutes of Nevada that says that ETS did not have  
6 to go back and do another Notice of Default after additional  
7 monies were paid by the borrower, loss mitigation had been  
8 gone through, your understanding is that the statutes of  
9 Nevada say that you don't have to issue another Notice of  
10 Default?

11 MR. BASHFORD: Objection.

12 THE WITNESS: My understanding of that statute is  
1 that if we file our Notice of Default and our statutory  
14 mailings are completed at that portion of the foreclosure,  
15 and as long as the default amounts do not change, we do not  
16 have to send or record a new Notice of Default.

17 BY MR. BEKO:

18 Q Okay. And when you say as long as the default  
19 amounts don't change, if GMAC on behalf of the lender  
20 receives additional funds, would the default amount change?

21 A If the payment, if the monies were applied, yes,  
22 it would change.

23 Q Well, if they received them, whether they apply  
24 them or not, the amount in default would change, correct?

25 A I can't make that statement.

1 Q Why not?

2 A If they don't apply to the loan and return it to  
3 the borrower the next day, then it doesn't --

4 Q Oh, sure, I totally understand that, sure. If  
5 GMAC receives money from the borrower and keeps the money,  
6 doesn't give it back to the borrower, then the default  
7 amount would change, correct?

8 A That would be a fair assumption, yes.

9 Q All right. And in that situation, you believe  
10 that ETS would need to go back and issue a new Notice of  
11 Default, is that correct?

12 A Yes.

13 Q And was that ever done in this case?

14 A Which portion, I'm sorry?

15 Q Was there ever a new Notice of Default issued in  
16 this case?

17 A Not that I can recall, no.

18 Q And do you know why not?

19 A From my understanding, the amounts, the defaulted  
20 amounts did not change.

21 Q Okay. Do you know whether or not GMAC actually  
22 received additional funds from the borrowers, Ms. Longoni  
23 and Mr. Gagnon?

24 A No, we were not aware of that.

25 Q If that happens, if after a Notice of Default is

1 Okay. If, in fact, GMAC has received funds, but  
2 not enough to cure the default, then under that situation  
3 you then start the process over with a new Notice of Default  
4 providing those new numbers and continuing forward from  
5 there, is that right?

6 A We would have to get, we would have to get  
7 approval from GMAC, because if it changes the payment  
8 amounts, it technically isn't a valid foreclosure, period,  
9 regardless of what it is, so we would then have to refer it  
10 back to GMAC and they would have to refer it back to us.  
11 That is what I'm trying to --

12 Q Right. That makes sense to me. If you started  
13 the process and there was a certain amount owed and the  
14 lender gets some money back from the borrower, then you have  
15 got to start anew, right?

16 A From my understanding, yes.

17 Q Okay. Do you have any explanation, I will submit  
18 to you that there were payments that were received by GMAC  
19 in this case from Ms. Longoni and Mr. Gagnon and the money  
20 was kept. It was never returned to them. Do you know why  
21 the foreclosure process wasn't started anew?

22 A No.

23 Q Do you know, sir, that after this foreclosure sale  
24 went through that GMAC attempted to get the property back  
25 from Ms. Gagnon, Mr. Gagnon and Ms. Longoni?

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1 A I'm sorry, could you explain?

2 Q Sure. Did you know after the sale, the  
3 foreclosure sale went through in this case, that GMAC  
4 attempted to purchase back the property from the new buyer?

5 A I'm not sure if it is a purchase, but, yeah, I  
6 believe there was some sort of occurrence like that, yes.

7 Q Why did that happen, do you know?

8 A I could only assume.

9 Q Was it because they had received those funds and  
10 they didn't restart the foreclosure process over again?

11 MR. BASHFORD: Objection to the extent it calls  
12 for any privileged information.

1 THE WITNESS: I don't know if that is the truth, I  
14 mean, if that is the case or not, I'm sorry.

15 BY MR. BEKO:

16 Q What is your understanding, what is your belief as  
17 to why they went back and did that?

18 MR. BASHFORD: Objection; don't answer that to the  
19 extent you believe it is based on what you were told by  
20 Counsel or any legal representation for GMAC or ETS.

21 BY MR. BEKO:

22 Q Can you answer that question?

23 A Based on what he said, I can't.

24 Q So you don't have any information as to why they  
25 tried to get the property back except for what some attorney

1 told you, is that correct?

2 A That's correct.

3 Q Okay. Mr. Ravelo --

4 A Yes, sir.

5 Q I don't know why I have a hard time remembering  
6 your name, I'm sorry. If, in fact, GMAC had received monies  
7 and applied them from the borrowers, would there be some  
8 kind of notation either in Exhibit 38 or Exhibit 4 where  
9 they would be telling you that information?

10 A Possibly. It is possible.

11 Q How else would ETS get that information if it  
12 didn't come through either of these two electronic systems?

13 A We would have to review GMAC's MortgageServ  
14 system.

15 Q Okay. Let's talk about that for a second. Would  
16 you look, sir, at Exhibit 5 for identification?

17 A Yes, sir.

18 Q This is the system that you are talking about if,  
19 in fact, GMAC had received funds that they would notify ETS  
20 through this system?

21 A No. My explanation was if we don't get it on  
22 notification through our system --

23 Q Which is Exhibit 38?

24 A Exhibit 38, I'm sorry, and Exhibit 4.

25 Q Okay.

1 Default part.

2 Q What has changed since the Longoni matter?

3 A The MERS assignments.

4 Q Okay.

5 A For Nevada, the mediation requirements.

6 Q There was no attempt to mediate this case in  
7 Nevada at all, correct?

8 A No.

9 Q None of the notices that were required -- Are you  
10 familiar with the notices that now have to go out in Nevada  
11 as far as things that have to be done?

12 A I know the general definitions of them. I don't  
13 know the exact verbiage and the exact pages of them, but I  
14 do know the general definitions of them, yes.

15 Q And none of that was complied with in this case,  
16 correct?

17 A Not at that time, no.

18 Q Do you know why not?

19 A I believe it was date of effect.

20 Q Date of effect of what?

21 A Of that mediation law, statute.

22 Q Based upon the records that you have seen here to  
23 date and the records that you think that you have seen that  
24 are not here to date, it appears that all of the notices of  
25 default that were sent to Longoni-Gagnon came back

1 STATE OF NEVADA )  
2 ) Ss.  
3 WASHOE COUNTY )

4 I, CORRIE L. WOLDEN, a Certified Shorthand  
5 Reporter in and for the County of Washoe, State of Nevada,  
6 do hereby certify; That on THURSDAY, SEPTEMBER 8, 2011, at  
7 the hour of 9:02 a.m. of said day, at 99 W. Arroyo Street,  
8 Reno, Nevada, personally appeared MYRON RAVELO, who was duly  
9 sworn by me to testify the truth, the whole truth and  
10 nothing but the truth, and thereupon was deposed in the  
11 matter entitled herein;

12 That I am not a relative, employee or independent  
13 contractor of counsel to any of the parties; or a relative,  
14 employee or independent contractor of the parties involved  
15 in the proceeding, or a person financially interested in the  
16 proceeding;

17 That said deposition was taken in verbatim  
18 stenotype notes by me, and thereafter transcribed into  
19 typewriting as herein appears; That the foregoing  
20 transcript, consisting of pages 1 through 166, is a full,  
21 true and correct transcription of my stenotype notes of said  
22 deposition.

23 DATED: At Reno, Nevada, this 16th day of  
24 September, 2011.

25   
CORRIE L. WOLDEN, CSR #194, RPR, CP

## **EXHIBIT 9**

**EXHIBIT 9**

1 THOMAS P. BEKO, ESQ. (SBN 01250)  
ERICKSON, THORPE & SWAINSTON, LTD.  
2 99 W. Arroyo Street  
Post Office Box 3559  
3 Reno, NV 89505  
Ph: (775) 786-3930; Fax: (775) 786-4160  
4 *Attorneys for Claimants Pamela D. Longoni,*  
*Lacey Longoni and Jean M. Gagnon*  
5

6 **UNITED STATES BANKRUPTCY COURT**  
7 **SOUTHERN DISTRICT OF NEW YORK**  
8

9 In re: Case No. 12-12020 (MG)  
10 RESIDENTIAL CAPITAL, LLC, et al., Chapter 11  
11 Debtors. Jointly Administered  
12 \_\_\_\_\_/

13 STATE OF NEVADA )  
14 COUNTY OF WASHOE ) ss.

15 **AFFIDAVIT OF PAMELA D. LONGONI**

16 **NKA PAMELA D. SIMON**

17 1. I am over the age of eighteen years, and a resident of the County of Washoe,  
18 State of Nevada, and I am competent to testify to the matters set forth herein.

19 2. I purchased the property located at 5540 Twin Creeks Drive, Reno, Nevada,  
20 on or about April 1, 1996. I was married at the time and had just given birth to my second  
21 daughter, Lacey Ann Longoni. This home was our family home and the house that both of  
22 my children were raised in.

23 3. In the latter part of 2002, I was divorced. In mid 2003, I was in a relationship  
24 with a man named Jean (pronounced John) Gagnon. In 2005, we sought to refinance the  
25 current mortgage on the property and we pulled out approximately \$65,000 in equity.

26 4. In 2008, Mr. Gagnon was relocated back to Las Vegas, Nevada, which resulted  
27 in our finances being forced to be doubled to provide living expenses for two houses; one in  
28 Reno for myself and my children, and one in Las Vegas for Mr. Gagnon.

1           5.       At that time, we began to contact Homecomings Financial to inquire into a loan  
2 modification as the mortgage payments were too much for our finances to handle. At that  
3 time, we were current on our mortgage payments, however, finances were becoming  
4 increasingly difficult with the duplication of our financial payments.

5           6.       During my discussions with Homecomings Financial I was told that we would  
6 only qualify for a modification to our loan if we were in default. Thus, we were instructed  
7 to default on our payments. I believe the first missed payment occurred in December of 2008.  
8 Pursuant to their directives, on January 15, 2009, I sent a letter to Homecomings Financial  
9 asking for a modification of our existing loan. A true, accurate and correct copy of our letter  
10 of that date is attached as Exhibit 11 to our Response.

11           7.       In the first few months of 2009, I contacted Homecomings Financial on a  
12 regular basis so as to begin the process of a loan modification. I began working with a Loan  
13 Specialist named Jonathan "Nate" Stephenson. He began to work with me to what I  
14 understood was a loan modification package.

15           8.       I began working with my financial obligations to decrease whatever debts I  
16 had, and make different financial arrangements to decrease the current household debt. After  
17 reviewing the financial obligations, I determined that a mortgage payment of \$1,600 would  
18 be financially feasible, and I contacted Nate Stephenson and discussed the same.

19           9.       Over the course of the next several weeks, Nate and I worked together to  
20 complete all the modification documents. I provided him with all the necessary and required  
21 documents and information for him to complete the process.

22           10.      In response to the information we produced, I received a proposed Foreclosure  
23 Repayment Agreement which called for payments in the amount of \$2,270. A true, accurate  
24 and correct copy of that proposed agreement is attached to our Response as Exhibit 15. We  
25 never signed any such agreement. Nate and I discussed this and I expressed that \$2,270 a  
26 month was not affordable and that we would never be able make any type of a balloon  
27 payment. Mr. Stephenson then advised me that he was going to propose a loan modification  
28 which included a payment reduction to \$1600. He indicated he would forward me a new

1 agreement. He never did so. There was never any discussion about a balloon payment, nor  
2 did he say that the modification would be a temporary. In fact, in our subsequent  
3 discussions, he always told me that if approved, the modification would be permanent.

4 11. I never did receive new documentation regarding the proposed plan despite my  
5 numerous requests for the documents.

6 12. On or about March 19, 2009, I was informed that a trial modification was  
7 approved and to commence modification payments in the amount of \$1,600. I requested and  
8 was granted the right to make the first payment by April 3, 2009. I made that first payment,  
9 as instructed, via the electronic payment portal from Homecomings Financial. I provided Mr.  
10 Stephenson the confirmation number.

11 13. Mr. Stephenson confirmed receipt of the first payment. I was advised that he  
12 was awaiting approval from the Vice President of the bank to make the modification a  
13 permanent change to our loan.

14 14. Mr. Stephenson further advised me that while our trial modification had been  
15 approved, he was attempting to write off \$186,000 from the principal. He indicated he was  
16 "fairly confident it would get approved for a permanent modification," as per his email.

17 15. On or about April 20, 2009, I again contacted Mr. Stephenson and advised him  
18 that I was still waiting for the documentation to sign regarding the modification. He advised  
19 that things were backed up due to the current state of the housing market, and was still  
20 waiting for approval from the VP.

21 16. On or about April 28, 2009, I received an email from Mr. Stephenson and he  
22 indicated that after reviewing my file notes, one manager looked at it, and agreed that it was  
23 a win-win situation. He also indicates that the balance of the loan will drop to \$269,776.03  
24 for five years, which included the principle reduction, and the principle will be gone forever.

25 17. On May 1, 2009, I attempted to make the second modification payment on line  
26 as I did the first time. I could not do so. So I telephone Homecomings Financial and a  
27 representative would not accept the payment over the phone. I contacted Mr. Stephenson  
28 who indicated there was a "certified funds flag" put on the account, and he would have to

1 remove the flag for me to make the payment. Even though the certified funds flag was  
2 apparently removed, the system would still not accept my payment. I then traveled to my  
3 bank and withdraw cash, then traveled to Western Union and made the payment through  
4 them. Four days later, a representative from However, Homecomings called and indicated  
5 the payment had not been received. I contacted Mr. Stephenson who was able to verify the  
6 payment had been made on time.

7 18. On or about June 1, 2009, I was successful in making the third payment of  
8 \$1,600. However, as of that date, I still had not received or signed any documents relative  
9 to the request.

10 19. In the interim, Mr. Stephenson had been transferred to another department, and  
11 no longer was working on my file. However, on June 30, 2009, he emailed me and indicated  
12 that the file had been sent to management for final approval. He also indicated he received  
13 an email stating the **modification had been approved.**

14 20. On or about July 1, 2009, I attempted to make the fourth modification payment  
15 of \$1,600. The system continued to tell me the payment would not be accepted. I tried for  
16 several days to make the payment.

17 21. Finally, on July 9, 2009, I finally was able to reach financial services for  
18 Homecomings Financial and I spoke to an individual who identified himself as Henry. I  
19 asked Henry what the status was of my loan modification as I had been advised on June 30<sup>th</sup>  
20 that it had been approved. To my shock and amazement, Henry then told me that the  
21 modification was *not* approved. He advised me that I owed approximately \$19,000 and that  
22 if I didn't immediately pay it, they would sell our home. He refused my \$1,600.00 and told  
23 me that it was only set up for 3 months. No one had ever told me that before. Moreover, no  
24 one had ever told me that there would be any balloon payment. I was lead to believe that any  
25 deficiency would be written off.

26 22. Henry then advised me to submit a new workout package as per the Obama  
27 Modification plan. He told me that we had 60 days to pursue a loan modification through  
28 this new federal program. He specifically told me that the foreclosure was on hold. Worst

1 case scenario, I thought I had at least until September 9, 2009, to qualify for new federal  
2 modification program.

3 23. I immediately emailed Mr. Stephenson with this information and he confirmed  
4 what Henry had told me; that the foreclosure is on hold. He further told me that GMACM  
5 did not want to take my house. He further confirmed that GMACM was trying to put the  
6 loan into an Obama Modification and that I should download the financial information and  
7 fill out the appropriate documents and send them in immediately.

8 24. Had I been informed at any time that the modification was not going to be  
9 approved, I would have sought financial assistance from perhaps family members, or other  
10 means, to attempt to keep my home. I certainly would have done so had I known that I was  
11 going to lose my house in a foreclosure sale.

12 25. In addition, had I had been informed that the modification was not going to be  
13 approved, I would have taken the time to find an appropriate rental home for my daughter  
14 and I, instead of the frantic search for a home five days before school started. This resulted  
15 in me having to rent a home which was far beyond my financial means.

16 26. When I could get no answers from GMACM on our loan modification request,  
17 on August 3, 2009, I sent another email to Nate Stephenson. In response, Stephenson wrote  
18 back to her telling me that we still needed to send in the Obama workout package.

19 27. The following day (August 4, 2009), a package from GMACM was delivered  
20 to my house via Federal Express. A true, accurate and correct copy of the Fed Ex Express  
21 confirmation is attached to the Response as Exhibit 18. This package included a letter dated  
22 July 30, 2009 which directed me to return a Financial Analysis Form. The letter contained  
23 a notation which indicated "30 days to sale." A true and accurate copy of that letter is  
24 attached to our Response as Exhibit 17.

25 28. The July 30, 2009, letter confirmed what Henry had indicated to me that there  
26 would be no sale until September of 2009. I filled out the Financial Analysis Form on  
27 August 9, 2009, returned it to GMACM on August 10, 2009. A true and accurate copy of  
28 that modification package is attached as to our Response as Exhibit 19.

1           29. I acknowledged that on August 3, 2009, I sent an email to Stephenson  
2 indicating that I had received some notice from "ETS" that our home was going to be sold  
3 on August 18, 2009, however, that such notice had to be in error as GMACM had told me  
4 our request for modification had, in fact, been approved. Moreover, they were still working  
5 to get us approved for a HAMP modification.

6           29. On August 24, 2009, I called GMACM to inquire as to the status of the  
7 modification documents that I had returned on August 10, 2009. I advised the representative  
8 that I had received an email from Nate Stephenson on July 9, 2009, stating that the  
9 foreclosure was on hold and that we believed GMACM was trying to get us qualified under  
10 HAMP program. At that time, the representative told me that my home had been sold at  
11 foreclosure on August 14, 2009. I told her I wanted my home back. In response, I was told  
12 that I would need to speak with the representative's supervisor who was gone for the day.

13           30. On August 25, 2009, my 13 year old daughter was served with the 5-day Notice  
14 to Tenant to Terminate Tenancy at Will.

15           31. I was then contacted by Brett Nelson regarding the purchase of my home. He  
16 indicated that I had five (5) days to vacate the premises or my personal belongings would be  
17 locked up and I would not be able to retrieve them.

18           32. He also indicated that he would provide me a check for "cash for keys." He  
19 did provide us with a check, however, that check was later dishonored by the bank for "non  
20 sufficient funds." This caused further emotional and financial distress.

21           33. When in spoke with the GMACM representative, I inquired about the three  
22 months of payments previously made to GMACM, which totaled \$4,800. Those funds were  
23 never returned to me.

24           34. At this time, I had lived in the house for approximately 14 years. My children  
25 were raised in that home. School was set to start in a matter of days, and I had my daughter  
26 to think about. I frantically searched for a house to rent which was located in the same  
27 school district so that she would not be forced to entirely leave her friends, and the  
28 classmates she had known all her life. I was finally successful in locating a house and signed

1 a lease agreement.

2 35. On September 4, 2009, I received an unsolicited telephone call from attorney  
3 Michael Knapp who indicated that he was GMACM's counsel. He told me that GMACM  
4 had made a very big mistake and that I would not have to move out of my home. He advised  
5 me that GMACM was making efforts to recover the home from the buyer, and hopefully  
6 return my home to me. Mr. Knapp wanted to make sure I had his personal cell phone number  
7 so that I could contact him to discuss the matter further, as he was headed to the beach with  
8 his family for the Labor Day holiday weekend. My Verizon phone call records identify this  
9 8 minute call. A true, accurate and correct copy of this billing is attached to our Response  
10 as Exhibit 24.

11 36. The following week, I was contacted by GMACM counsel, Ms. Hancock. I  
12 informed her that we wanted all negative references in our credit history removed, including  
13 the foreclosure. She promised to do so.

14 37. Ms. Hancock also offered to pay for our moving expenses as well as all  
15 reimburse us for expenses we incurred for various home improvements to the property, as  
16 well as receipts for moving expenses. Later she demanded that we execute a full release in  
17 exchange for such payment. We refused and they never tendered the promised funds. A  
18 true and accurate copy of these emails and a letter from GMACM's counsel is attached to our  
19 Response as Exhibit 21.

20 38. I expressed to all GMACM representatives that losing my home was such an  
21 emotional and life changing event. My children grew up in that home. I had improved that  
22 home greatly, and I was comfortable in my neighborhood. My daughter, Lacey, who was 13  
23 at the time this foreclosure took place, suffered tremendously. She was forced out of her  
24 neighborhood and left the kids she grew up with. She was forced to ride a new school bus  
25 from our new rental house, and did not know any kids on the bus. She didn't have anyone  
26 to walk home with as there were no kids in our new neighborhood.

27 39. We relied tremendously on the neighbors across the street on Twin Creeks.  
28 She was a stay at home mom, and me, being a single mom, relied greatly on her to assist with

1 Lacey after school. Our daughters were very close friends. Their friendship involved  
2 sleepovers, holiday events, and extracurricular activities together. We often attended  
3 summertime BBQ's and holiday events together. We shared activities as families and helped  
4 each other with transportation for our kids.

5 40. It was devastating to lose my house. It caused a great deal of emotional  
6 distress. I had never planned on living anywhere else. However, since this time, I have lived  
7 in 4 other places, which has caused a lot of financial and continued emotional distress, as  
8 nothing has felt quite like "home."

9 41. After I learned of the foreclosure, I lost 13 pounds in a less than two weeks.  
10 I was forced to take prescription medications just to stop the emotional breakdowns. I was  
11 embarrassed and humiliated that this had taken place. I had a hard time concentrating at  
12 work. I cried all the time. I felt so guilty for my daughter, Lacey, who had been displaced  
13 from her childhood home. I remember, while attempting to pack all of 15 years of  
14 belongings, and I was just exhausted, and I was wrapping up the day of packing. I had left  
15 several belongings in my driveway and after sheer exhaustion from the day, I covered those  
16 items with a tarp and believed they would be safe, as I knew my neighbors and  
17 neighborhood.

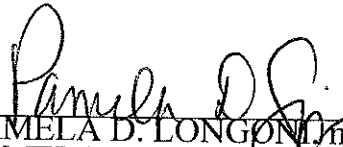
18 42. The following morning, I went out to get my things and continue packing. I  
19 realized that sometime during the night, my belongings had been picked through, and several  
20 items were missing. I ran to the side of the house, and vomited.

21 43. During this entire process, I relied upon the representations of Mr. Casas and  
22 Mr. Stephenson that the foreclosure had been placed on hold. Had I known that their  
23 representations were not truthful, I would have made efforts to prevent the foreclosure from  
24 moving forward by getting funds from family members or my retirement account. I had  
25 family and friends that I believe would have lent me the funds need to prevent the  
26 foreclosure. I would have availed myself of all my available resources.

27 44. At no time did I ever fabricate or alter any email communications. I forwarded  
28 GMACM an exact copy of my emails with Mr. Stephenson.

1 FURTHER AFFIANT SAYETH NAUGHT.

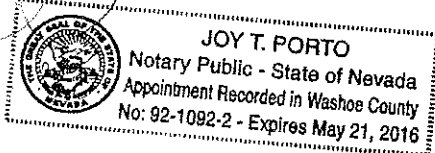
2 DATED this 15 day of April, 2015.

3  
4   
5 PAMELA D. LONGONI, aka  
6 PAMELA D. SIMON

7 SUBSCRIBED and SWORN TO before me

8 this 15<sup>th</sup> day of April, 2015.

9   
10 Notary Public



# **EXHIBIT 10**

# **EXHIBIT 10**

**NRS 107.084 Liability for removing or defacing notice of sale.** A person who willfully removes or defaces a notice posted pursuant to subsection 4 of NRS 107.080, if done before the sale or, if the default is satisfied before the sale, before the satisfaction of the default, is liable in the amount of \$500 to any person aggrieved by the removal or defacing of the notice.

(Added to NRS by 2005, 1620)

**NRS 107.085 Restrictions on trustee's power of sale concerning certain trust agreements: Applicability; service of notice upon grantor; scheduling of date of sale; form of notice; judicial foreclosure not prohibited; "unfair lending practice" defined.**

1. With regard to a transfer in trust of an estate in real property to secure the performance of an obligation or the payment of a debt, the provisions of this section apply to the exercise of a power of sale pursuant to NRS 107.080 only if:

(a) The trust agreement becomes effective on or after October 1, 2003; and

(b) On the date the trust agreement is made, the trust agreement is subject to the provisions of § 152 of the Home Ownership and Equity Protection Act of 1994, 15 U.S.C. § 1602(aa), and the regulations adopted by the Board of Governors of the Federal Reserve System pursuant thereto, including, without limitation, 12 C.F.R. § 226.32.

2. The trustee shall not exercise a power of sale pursuant to NRS 107.080 unless:

(a) In the manner required by subsection 3, not later than 60 days before the date of the sale, the trustee causes to be served upon the grantor a notice in the form described in subsection 3; and

(b) If an action is filed in a court of competent jurisdiction claiming an unfair lending practice in connection with the trust agreement, the date of the sale is not less than 30 days after the date the most recent such action is filed.

3. The notice described in subsection 2 must be:

(a) Served upon the grantor by personal service or, if personal service cannot be timely effected, in such other manner as a court determines is reasonably calculated to afford notice to the grantor; and

(b) In substantially the following form, with the applicable telephone numbers and mailing addresses provided on the notice and a copy of the promissory note attached to the notice:

NOTICE  
YOU ARE IN DANGER OF LOSING YOUR HOME!

Your home loan is being foreclosed. In 60 days your home will be sold and you will be forced to move. For help, call:

Consumer Credit Counseling \_\_\_\_\_  
The Attorney General \_\_\_\_\_  
The Division of Financial Institutions \_\_\_\_\_  
Legal Services \_\_\_\_\_  
Your Lender \_\_\_\_\_  
Nevada Fair Housing Center \_\_\_\_\_

4. This section does not prohibit a judicial foreclosure.

5. As used in this section, "unfair lending practice" means an unfair lending practice described in NRS 598D.010 to 598D.150, inclusive.

(Added to NRS by 2003, 2892)

# **EXHIBIT 11**

**EXHIBIT 11**

January 15, 2009

Homecomings Financial

Re: Jean Gagnon and Pam Longoni  
Account No: 7440353498

To Whom It May Concern:

Please accept this letter as a request for a loan modification regarding the above-referenced account. Please allow us to explain the request for this modification. We currently hold a mortgage with Homecomings Financial with a loan balance of approximately \$432,000 with a 6.8% interest rate, on a 27 year term. Our monthly payment is \$2,933.18.

Mr. Gagnon is currently working as a police officer with the State of Nevada, and required to cover all areas of the State. In August, 2008, Mr. Gagnon was relocated to Las Vegas, Nevada where he is currently working. This relocation has resulted in having Mr. Gagnon and Ms. Longoni having to facilitate the costs associated with paying for two households and living expenses. Considering the recent economic decline and the news from Nevada's Governor that all State of Nevada employees will be experiencing a 6% pay cut, our residence located at 5540 Twin Creeks Drive in Reno, Nevada is at risk of falling behind in payments. In fact, we were unable to make the mortgage payment for December, 2008.

Our current financial situation indicates a monthly combined income of approximately \$9,952. Our combined monthly payments, including the mortgage, is approximately \$11,763. As a result, we have a negative deficit of income of approximately \$1,811. At times, this negative deficit is more due to unexpected expenses for household repairs, automobiles, etc. Our financial situation is proving to be more difficult as time goes on, and it is only a matter of time before we are destitute.

We would sincerely appreciate it if you would work closely with us in an effort to obtain a more reasonable mortgage payment of approximately \$1,300, by either reducing the interest rate, or refinancing the home to the current value. Our home was purchased new in 1996, we are desperately trying not to lose our home during these difficult financial times. We have been working extremely hard in preparing for our retirement, and would greatly appreciate keeping our home.

We thank you in advance for your assistance and cooperation and any consideration you can afford us in this time of need.

Sincerely,

Mr. Jean Gagnon  
Ms. Pamela Longoni

LONG-0168

EX

67

# **EXHIBIT 12**

# **EXHIBIT 12**

HISTORY FOR ACCOUNT 7440353498

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----- MAIL ----- PROPERTY -----

JEAN M GAGNON  
PAMELA LONGONI  
5540 TWIN CREEKS DRIVE

5540 TWIN CREEKS DRIVE

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POST DATE	TRN CDE	DUE DATE	TRANSACTION AMOUNT	PRINCIPAL PAID	INTEREST PAID	ESCROW PAID
021609	DMD	000000	T:22222	50:00:00		
021609	DMD	000000	T:22222	02/16/09 10:23:08 NO ANS		
021609	FSV	110108	T:00000	50:00:00		
021809	NT	000000	T:25101	00/00/00 00:00:00		
021909	FOR	000000	T:25101	INSPECTION TYPE D ORDERED; REQ CD =SCRIPT		
021909	NT	000000	T:25101	workout package sent to borrower		
021909	FOR	000000	T:25101	APPROVED FOR FCL 02/19/09		
021909	NT	000000	T:25101	Foreclosure Referral Review Completed		
021909	FOR	000000	T:25101	and Management Approved		
021909	D28	000000		FORECLOSURE APPROVAL (1) COMPLETED 02/19/09		
022009	FOR	000000		BILLING STATEMENT FROM REPORT R628 STD FORM		
022009	FOR	000000		Fidelity AutoProc.		
022009	FOR	000000		Process opened 2/20/2009 by user		
022309	FOR	000000	T:01122	02/20/09 - 12:25 - 00007		
022309	FOR	000000	T:01122	COMPLETED 02/20/09		
022309	FOR	000000		(DIS)		
022309	FOR	000000		Attorney, completed on 2/20/2009		
022309	FOR	000000		following event: File Received By		
022309	FOR	000000		User has updated the system for the		
022309	FOR	000000	T:01122	02/23/09 - 13:11 - 30479		
022309	FOR	000000				
022309	FOR	000000		following event: File Referred To		
022309	FOR	000000		User has updated the system for the		
022309	FOR	000000	T:01122	02/20/09 - 20:41 - 00007		
022309	FOR	000000		Automated Tasks		
022309	FOR	000000		at 2/20/2009 8:21:43 PM by		
022309	FOR	000000		to Executive Trustee Services, Inc.		
022309	FOR	000000		Foreclosure (NIE Id# 10773887) sent		
022309	FOR	000000	T:01122	02/20/09 - 20:22 - 00007		
022309	FSV	000000	T:00000	INSPECTION TYPE D RESULTS RCVD; ORD DT=02/16/09		
022309	FE	110108		11.25 11 PROP INSPECTION FEE		
022509	FOR	000000		\$2,204.00 (DIS)		
022509	FOR	000000		costs good through 2/25/2009 are		
022509	FOR	000000		Estimated foreclosure fees and		
022509	FOR	000000	T:01122	02/25/09 - 11:20 - 30479		
022609	NT	000000	T:25102	HOPE NOW is a partnership between mortgage		

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----- MAIL ----- PROPERTY -----

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5540 TWIN CREEKS DRIVE

5540 TWIN CREEKS DRIVE

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POST DATE	TRN CDE	DUE DATE	TRANSACTION AMOUNT	PRINCIPAL PAID	INTEREST PAID	ESCROW PAID
022609	NT	000000	T:25102	companies and non-profit housing counselors. Our mission is simple: we reach out to and attempt to assist homeowners who may be having difficulty paying their mortgages. GMAC and HFN are members. ✓		
022809	FOR	000000	T:01122	[REDACTED] (601) COMPLETED 02/26/09		
022809	FOR	000000	T:01122	TASK:0603-FCL-CHANGD FUPDTR 05/26/09		
022809	FOR	000000		completed on 2/26/2009 (DIS)		
022809	FOR	000000		following event: NOD Filed,		
022809	FOR	000000		User has updated the system for the		
022809	FOR	000000	T:01122	02/27/09 - 15:34 - 30479		
022809	FOR	000000		(DIS)		
022809	FOR	000000		Expires, completed on 5/26/2009		
022809	FOR	000000		following event: Presale Redemption		
022809	FOR	000000		User has updated the system for the		
022809	FOR	000000	T:01122	02/27/09 - 15:34 - 30479		
030209	FOR	000000		AM by Maricela Solano		
030209	FOR	000000		Services, Inc. at 3/2/2009 11:47:51		
030209	FOR	000000		picked up by firm Executive Trustee		
030209	FOR	000000		Foreclosure (NIE Id# 10773887)		
030209	FOR	000000	T:01122	03/02/09 - 11:48 - 00007		
030309	FOR	000000		(DIS)		
030309	FOR	000000		Received, completed on 3/3/2009		
030309	FOR	000000		following event: TSG Report		
030309	FOR	000000		User has updated the system for the		
030309	FOR	000000	T:01122	03/03/09 - 15:31 - 30479		
030309	DM	000000	T:00000	50:00:00		
				EARLY IND: SCORE 132 MODEL EI90S		
030409	DM	000000	T:31826	20:04:00		
				ACTION/RESULT CD CHANGED FROM OASK TO LMDC		
030409	DM	000000	T:31826	20:04:00		
				TTB1,VI,BORR CI TO GO OVR POSSIBLE RESOLUTION TO		
				GET LOAN OUT OF FC,RVW FIN BORR IS IN NEG		
				1800.00,ADVISED COULD NOT AFFORD REIN,REPYMNT OR		
				TRIAL MOD,TLKD ABOUT SPO.JSMITH6378		
030509	LMT	000000	T:30647	APPROVED FOR LMT 03/05/09 ✓*		
030509	LMT	000000	T:30647	REFERRED TO LOSS MIT (1) COMPLETED 03/05/09		

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----- MAIL ----- PROPERTY -----

JEAN M GAGNON  
PAMELA LONGONI

5540 TWIN CREEKS DRIVE

5540 TWIN CREEKS DRIVE

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RENO

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POST DATE	TRN CDE	DUE DATE	TRANSACTION AMOUNT	PRINCIPAL PAID	INTEREST PAID	ESCROW PAID
030509	LMT	000000	T:30647	ASSESS FINANCL PKG (2)	COMPLETED	03/05/09
030509	LMT	000000	T:30647	COMPLETE FIN PKG REC (3)	COMPLETED	03/05/09
030509	LMT	000000	T:30647	LMT SOLUTN PURSUED (6)	COMPLETED	03/05/09
030509	NT	000000	T:30647	List items received from customer and Imaged? financial statement, hardship letter, bank statement, poi RFD: MULTIPLE ISSUES; Income? in loss fin; Expenses? in loss fin; Total Amount of Surplus or Shortage? in loss fin; Loss Mit Rep/Site File was Assigned to? Dallas 1st Lien LM; If account in Foreclosure, requested Foreclosure fees and costs good thru date? 04/05/09.		
030509	DM	000000	T:30647	05:52:00		
030509	DM	000000	T:30647	ACTION/RESULT CD CHANGED FROM LMDC TO NOTE 05:52:00		
030509	NT	000000	T:17172	IMAGED AS WOUT, ICT-GLEE1@2863 acdv filed by b1,disputing acct stat/pmt hstry. reported as 90 days del, fcl started ( 80-80). -in rev of 12/07-02/09, 1x30 1x60 1xH / jeanne m 8976878		
030509	NT	000000	T:17172	Ylanan, good through 4/5/2009		
030509	FOR	000000		entered for this loan by Rosan		
030509	FOR	000000		A fees and costs request has been		
030509	FOR	000000	T:01122	03/04/09 - 23:46 - 60615		
030509	FOR	000000		Costs: 1648.30 Comment:		
030509	FOR	000000		Through:4/5/2009 Fees: 600.00		
030509	FOR	000000		Fees and costs response: Good		
030509	FOR	000000	T:01122	03/05/09 - 08:59 - 40703		
030509	FOR	000000		rocesses.		
030509	FOR	000000	T:01122	03/05/09 - 08:59 - 40703		
030509	FOR	000000		submitted for all of the requested p		
030509	FOR	000000		Message: Fees and costs have been		
030509	FOR	000000		at-exet - To: Rosan Ylanan (GMAC) /		
030509	FOR	000000		Intercom From: Chris Herrera,		
030509	FOR	000000	T:01122	03/05/09 - 08:59 - 40703		
030509	FSV	000000	T:00000	INSP TP D RESULTS RCVD; ORD DT=01/15/09		
030609	NT	000000	T:25101	outbound call made to advise borrower that		

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----- MAIL ----- PROPERTY -----

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POST DATE	TRN CDE	DUE DATE	TRANSACTION AMOUNT	PRINCIPAL PAID	INTEREST PAID	ESCROW PAID
030609	NT	000000	T:25101	complete workout package received and that we will contact them.		
030609	DM	000000	T:31951	10:23:00		
030609	DM	000000	T:31951	ACTION/RESULT CD CHANGED FROM NOTE TO LMDC		
				10:23:00		
				B1 CI VI WANTED TO KNOW IF PKT WAS RECVD ADV		
				TODAY B1 WILL CALL NXT WEEK		
030909	DM	000000	T:30741	16:08:00		
030909	DM	000000	T:30741	ACTION/RESULT CD CHANGED FROM OASK TO LMDC		
				16:08:00		
				RECEIVED FINANCIAL STATEMENT, HARDSHIP LETTER,		
				BANK STATEMENT, POI, FORWARD TO LOAN RESL. DEPT. HW		
031009	FOR	000000	T:11286	LMT BORR FIN REC ADDED		
031009	LMT	000000	T:11286	FILE CLOSED (7) COMPLETED 03/10/09		
031009	LMT	000000	T:11286	APPROVED FOR LMT 03/10/09 ✓		
031009	LMT	000000	T:11286	PURSUE REPAY PLAN (4000) COMPLETED 03/10/09		
031009	LMT	000000	T:11286	REFERRD TO LOSS MIT (1) COMPLETED 03/10/09		
031009	LMT	000000	T:11286	ASSESS FINANCL PKG (2) COMPLETED 03/10/09		
031009	LMT	000000	T:11286	REPAY RECOMD TO INV (4231) COMPLETED 03/10/09		
031009	LMT	000000	T:11286	REPAY APPRV BY INV (4232) COMPLETED 03/10/09		
031009	LMT	000000	T:11286	REPAY PLAN STARTED (4001) COMPLETED 03/10/09		
031009	LMT	000000	T:11286	COMPLETE FIN PKG REC (3) COMPLETED 03/10/09		
031009	LMT	000000	T:11286	LMT SOLUTN PURSUED (6) COMPLETED 03/10/09		
031009	LMT	000000	T:11286	TEMP REPAY STARTED (4252) COMPLETED 03/10/09		
031009	RPA	000000	T:11286	11:13:00		
				REPAY PLAN SET UP		
031009	RES	110108	T:11286	ON-LINE REPAYMENT SCHEDULE		
031009	NT	000000	T:11286	MOD REFERRAL NOTES:		
				DOWN PMT: \$ 2270.00		
				DOWN PMT DUE DATE: 032309		
				TERM OF PLAN: 4		
				MONTHLY INSTALLMENTS: \$ 2270.00		
				Adv of BALLOON PMT: \$ 19421.76		
				Adv of cert funds: CSI, MONEY GRAM, WUQC,		
031009	NT	000000	T:11286	MONETARY IMPACT: \$8000		
				SOURCE OF FUNDS: wages		

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----- MAIL ----- PROPERTY -----

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5540 TWIN CREEKS DRIVE

5540 TWIN CREEKS DRIVE

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POST DATE	TRN CDE	DUE DATE	TRANSACTION AMOUNT	PRINCIPAL PAID	INTEREST PAID	ESCROW PAID
031009	NT	000000	T:11286	FUTURE CAPACITY: y ADVISED OF FCL STATUS: y ADVISED OF FCL SALE DATE: na ADV OF LC, NEG CR, NO GRACE WHILE ON THE PLAN: y ESCROWED FOR TAXES: y ESCROWED FOR INSURANCE: y EBPO ON FILE: n EBPO ORDERED ON: n WHY CAN'T H/O FULLY REINSTATE: not enough funds		
031009	NT	000000	T:11286	BREACH EXP DATE: 02/01/09 RFD HARDSHIP: 1. law enforcement job transferred from Reno to Vegas in August 08;		
031009	CIT	000000	T:11286	006 new cit 847 mod ref; 2nd referral; different hardship and ordering ibpo		
031009	NT	000000	T:11286	Order is successfully uploaded. Your Order ID is 87047 and Batch ID is 100011		
031009	LMT	000000	T:11286	FILE CLOSED (7) COMPLETED 03/10/09		
031009	DM	000000	T:11286	11:29:00 REPAY PLAN CANCELED MANUALLY		
031009	AA	110108		.00 .00 .00 .00		
031009	AA	110108		.00 .00 .00 .00		
031009	LMT	000000	T:11286	APPROVED FOR LMT 03/10/09		
031009	LMT	000000	T:11286	PURSU REPAY PLAN (4000) COMPLETED 03/10/09		
031009	LMT	000000	T:11286	REFERRD TO LOSS MIT (1) COMPLETED 03/10/09		
031009	LMT	000000	T:11286	REPAY RECOMD TO INV (4231) COMPLETED 03/10/09		
031009	LMT	000000	T:11286	REPAY APPRV BY INV (4232) COMPLETED 03/10/09		
031009	LMT	000000	T:11286	REPAY PLAN STARTED (4001) COMPLETED 03/10/09		
031009	LMT	000000	T:11286	COMPLETE FIN PKG REC (3) COMPLETED 03/10/09		
031009	LMT	000000	T:11286	LMT SOLUTN PURSUED (6) COMPLETED 03/10/09		
031009	LMT	000000	T:11286	TEMP REPAY STARTED (4252) COMPLETED 03/10/09		
031009	RPA	000000	T:11286	11:34:00 REPAY PLAN SET UP		
031009	RES	110108	T:11286	ON-LINE REPAYMENT SCHEDULE		STD FORM
031009	OL	110108	T:11286	WDOYLM - FORECLOSURE REPAYMENT AGREEMENT		TXT 5.15
031009	DM	000000	T:11286	11:38:00 ACTION/RESULT CD CHANGED FROM LMDC TO LMDC		

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----- MAIL ----- PROPERTY -----

JEAN M GAGNON

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5540 TWIN CREEKS DRIVE

5540 TWIN CREEKS DRIVE

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POST DATE	TRN CDE	DUE DATE	TRANSACTION AMOUNT	PRINCIPAL PAID	INTEREST PAID	ESCROW PAID
031009	DM	000000	T:11286	11:38:00		
				RESET PLAN TO PYMT DATE OF 033009 SAME AMOUNT		
031009	FSV	110108	T:21386	INSP TP R RESULTS RCVD; ORD DT=02/05/09		
031009	FOR	000000		have been submitted for all of the r		
031009	FOR	000000		(GMAC) / Message: Fees and costs		
031009	FOR	000000		at-exet - To: Michael Wallace		
031009	FOR	000000		Intercom From: Chris Herrera,		
031009	FOR	000000	T:01122	03/10/09 - 10:15 - 40703		
031009	FOR	000000		equested processes.		
031009	FOR	000000	T:01122	03/10/09 - 10:15 - 40703		
031009	FOR	000000		Costs: 1648.30 Comment:		
031009	FOR	000000		Through:3/28/2009 Fees: 600.00		
031009	FOR	000000		Fees and costs response: Good		
031009	FOR	000000	T:01122	03/10/09 - 10:15 - 40703		
031009	FOR	000000		Wallace, good through 3/28/2009		
031009	FOR	000000		entered for this loan by Michael		
031009	FOR	000000		A fees and costs request has been		
031009	FOR	000000	T:01122	03/10/09 - 10:13 - 71914		
031109	NT	000000	T:07038	LOAN ON PRES. NEW REPAY REPORT		
				RAN CINS SCRIPT TO XL ANY INSP. ON		
				MTGS.		
031109	NT	000000	T:07038	2ND IN 2ND LIEN POSTION, CODED TO		
				NOT INSPECT.		
031109	FSV	110108	T:21396	INSP TYPE S ORDERED; REQ CD =1150		
031309	FSV	110108	T:21396	INSP TP S RESULTS RCVD; ORD DT=03/11/09		
031309	CBR	110108	T:00000	DELINQUENT: 90 DAYS		
031309	CBR	110108	T:00000	FORECLOSURE STARTED		
031309	CBR	110108	T:00000	DISPUTED ACCOUNT FLAG: FLAG = X3		
031709	LMT	000000	T:30902	LMT BPC/APPRaisal REC ADDED		
031809	NT	000000	T:17172	acdv rcvd from b2, claiming acct is not his/hers.		
				verfd name and ssn - matched. reported as 90 days		
				del, fcl started ( 80-B0). in rev of 12/07-02/09,		
				1x30 1x50 1xH /jeanne m 8976878		
031809	NT	000000	T:17172	additional info for acdv below. verfd name and ssn		
				thru ISS - matched / jeanne m 8976878		
031809	NT	000000	T:17172	2nd acdv rcvd from b2, claiming acct is not		

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JEAN M GAGNON

PAMELA LONGONI

5540 TWIN CREEKS DRIVE

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POST DATE	TRN CDE	DUE DATE	TRANSACTION AMOUNT	PRINCIPAL PAID	INTEREST PAID	ESCROW PAID
031809	NT	000000	T:17172	his/hers. verfd name and ssn - matched. reported 90 days del, fcl started ( 80-B0). in rev of 12/07-02/09, 1x30 1x60 1xH /jeanne m 8976878		
031909	NT	000000	T:02414	Proposed Solution: GMAC Mortgage proposes a 3 month trial modification consisting of a down payment of \$2270 and a monthly contribution of \$2270. Upon successful completion of the trial the estimated mod terms will be: Mod Type: Cap; Interest Rate Type: ARM to ARM; Interest Rate: 5.5; Index Rate: 3.9; Margin: 1.6; Arm Freeze: 5 Year Freeze; NPV: \$15183.68; Additional Notes: The borrower does not have enough savings to reinstate the loan and their financials do not support a repayment plan. The credit report has been reviewed.; Additional Lien(s): N/A; Policy		
031909	NT	000000	T:02414	"Trial Modification Justification: Hardship: Distant employment transfer; Date: 8/8/2008-10/8/2008; Monetary Impact: \$8000; Income : \$9570; Current Payment: \$2933.18; Non-Mortgage Expenses: \$6550; Cushion: \$750; Pre-Mod DTI: 1.07; Target Payment: \$2270; BPO : \$245000; Pre Mod Total Debt: \$454421.47; LTV : 1.85;		
031909	DM	000000	T:02414	ACTION/RESULT CD CHANGED FROM LMDC TO LMDC		
031909	DM	000000	T:02414	LEFT MESSAGE FOR BR STTING THAT I NEED INC DOCS AND HARDSHIP LETTER. PLEASE INFORM BR IF THEY CALL BACK.		
031909	CIT	000000	T:02414	006 DONE 03/19/09 BY TLR 02414		
031909	DM	000000	T:31236	TSK TYP 847-LOAN MOD REFERR		
031909	DM	000000	T:31236	ACTION/RESULT CD CHANGED FROM LMDC TO LMDC		

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HISTORY FOR ACCOUNT 7440353498

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JEAN M GAGNON  
PAMELA LONGONI  
5540 TWIN CREEKS DRIVE

5540 TWIN CREEKS DRIVE

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POST DATE	TRN CDE	DUE DATE	TRANSACTION AMOUNT	PRINCIPAL PAID	INTEREST PAID	ESCROW PAID
031909	DM	000000	T:31236	13:32:00		
				B2 CI ADS THE MESSAGE BY REP.. WANTD TO TAL TO REP.. EMAILED REP AND XFERED CALL TO REP. NBHAISE/ANDY		
031909	NT	000000	T:02414	Proposed Solution: GMAC Mortgage proposes a 3 month trial modification consisting of a down payment of \$1600 and a monthly contribution of \$1600. Upon successful completion of the trial the estimated mod terms will be: Mod Type: Cap; Interest Rate Type: ARM to ARM; Interest Rate: 3.25; Index Rate: 3.9; Margin: -0.65; Arm Freeze: 5 Year Freeze; NPV: \$ \$10,737.80; Additional Notes: The borrower does not have enough savings to reinstate the loan and their financials do not support a repayment plan. The credit report has been reviewed.; Additional Lien(s): N/A; Policy		
031909	NT	000000	T:02414	"Trial Modification Justification: Hardship; Distant employment transfer; Date: 8/8/2008-3/19/2009; Monetary Impact: \$8000; Income : \$9570; Current Payment: \$2933; Non-Mortgage Expenses: \$7220; Cushion: \$750; Pre-Mod DTI: 1.14; Target Payment: \$1600; BPO : \$245000; Pre Mod Total Debt: \$454496.84; LTV : 1.86;		
031909	NT	000000	T:02414	ACTION/RESULT CD CHANGED FROM LMDC TO LMDC		
031909	DM	000000	T:02414	15:53:00		
031909	DM	000000	T:02414	15:53:00		
031909	DM	000000	T:02414	15:53:00		
				TT BR2. SHE SAID THAT THEY WOULD NOT BE ABLE TO AFFORD \$2270 PMT. WENT OVER FIN'S WITH HER AND ADJUSTED SOME EXPENSES TO REPORT ACCURATELY. \$1600 IS THE NEW PMT STARTING 3/30/09.		
031909	DM	000000	T:02414	15:53:00		
				REPAY PLAN CANCELED MANUALLY		
031909	AA	110108		.00	.00	.00
031909	AA	110108		.00	.00	.00
031909	FOR	000000		RESET PAYMT PLAN		

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JEAN M GAGNON  
PAMELA LONGONI  
5540 TWIN CREEKS DRIVE  
RENO NV 89523 RENO NV 89523

POST DATE	TRN CDE	DUE DATE	TRANSACTION AMOUNT	PRINCIPAL PAID	INTEREST PAID	ESCROW PAID
031909	FOR	000000		REJECT REASON: OTHER		
031909	FOR	000000		REJECTED BY:SERVICER		
031909	FOR	000000	T:02414	0000000000 TASK:0000-LMT-REJECTED OPTION	03/19/09	
031909	LMT	000000	T:02414	PURSUER REPAY PLAN (4000) COMPLETED	03/19/09	
031909	REA	000000	T:02414	15:55:00		
				REPAY PLAN SET UP		
031909	LMT	000000	T:02414	REPAY PLAN STARTED (4001) COMPLETED	03/19/09	
031909	DM	000000	T:02414	16:07:00		
				ACTION/RESULT CD CHANGED FROM LMDC TO LMDC		
031909	DM	000000	T:02414	16:07:00		
				TT B2 ABOUT NEW PAYMENT. SHE SAYS THAT WHE WILL		
				BE SENDING IN PAY STUBS AND \$1600 BEFORE 3/30/09		
031909	D28	000000		BILLING STATEMENT FROM REPORT R628 STD FORM		
032309	NT	000000	T:07047	Loan on pres new repay report, run CINS script to		
				cncl any inspections on mtgs.		
032009	NT	000000	T:30011	REJECTING LOAN MODIFICATION IN LOSS WORK SINCE		
				MODIFICATION IS CURRENTLY PENDING MGMT APPROVAL.		
				-- R.MAGNESS 6659		
032009	LMT	000000		MOD STILL PENDING MGMT APPROVAL.		
032009	LMT	000000		REJECT REASON: OTHER		
032009	LMT	000000		REJECTED BY:SERVICER		
032009	LMT	000000	T:30011	0000000000 TASK:0000-LMT-REJECTED OPTION	03/20/09	
032109	LMT	000000	T:30902	LMT BPO/APPRaisal REC ADDED		
032509	FB	110108		110.00 164 CORP ADV 3 DRM		
032709	DM	000000	T:02414	15:28:00		
				ACTION/RESULT CD CHANGED FROM LMDC TO LMDC		
032709	DM	000000	T:02414	15:28:00		
				TT BR2 SHE SAID THAT SHE WILL NEED A COUPLE MORE		
032709	DM	000000	T:02414	15:28:00		
				DAY'S I ADVS'D HER THAT I CAN HOLD IT TILL 4/3.		
033009	NT	000000	T:29966	\$186K debt forgive for approval		
				reqst to debt forgive \$185,613.41. Cannot		
				capitalize arrearage because 2nd mod. Using tot		
				debt of \$439,177.63 and IBPO value of 245000, LTV		
				is 179%. Based upon HEAT analytics, best-case liq		
033009	DM	000000	T:00000	50:00:00		
				PROMISE BROKEN 03/30/09 PROMISE DT 03/30/09		

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----- MAIL ----- PROPERTY -----

JEAN M GAGNON  
PAMELA LONGONI

5540 TWIN CREEKS DRIVE

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POST DATE	TRN CDE	DUE DATE	TRANSACTION AMOUNT	PRINCIPAL PAID	INTEREST PAID	ESCROW PAID
040209	DM	000000	T:000000 50:00:00			
			EARLY IND: SCORE 133 MODEL EI90S			
040309	RPL	033009	PAID 1600.00 DUE 1600.00 SHORT		.00	TELLER 606
040309	RPL	033009	NO. OF PLAN PMTS=01			
040309	UFF	110108	UNAPPLIED FUNDS (2)		1600.00	BALANCE 1600.00
040309	SRA	110108	1600.00	.00	.00	.00
040309	FB	110108	7.50 171 SPEEDPAY FEE			
040309	FEA	110108	7.50 171 SPEEDPAY FEE			
040709	LMT	000000	T:21675 REPAY DEPOSIT RECEIVED.			
040709	LMT	000000	T:21675 REC'D EXECUTED DOCS (4100) COMPLETED 04/07/09			
040709	FOR	000000	File on Hold, completed on 4/7/2009			
040709	FOR	000000	following event: [REDACTED]			
040709	FOR	000000	T:01122 04/07/09 - 08:58 - 57127			
040709	FOR	000000	4/7/2009			
040709	FOR	000000	to Place File on Hold, completed on			
040709	FOR	000000	following event: [REDACTED]			
040709	FOR	000000	T:01122 04/06/09 - 21:46 - 72698			
040709	FOR	000000	Joselita Aquisay.			
040709	FOR	000000	Process opened 4/6/2009 by user			
040709	FOR	000000	T:01122 04/06/09 - 21:45 - 72698			
040709	FB	110108	39.90 40 EXPENSE ADVANCES			
040709	FB	110108	600.00 40 EXPENSE ADVANCES			
040709	FB	110108	46.00 40 EXPENSE ADVANCES			
040709	FB	110108	1520.40 40 EXPENSE ADVANCES			
041009	CBR	110108	T:000000 DELINQUENT: 120 DAYS			
041009	CBR	110108	T:000000 FORECLOSURE STARTED			
041009	CBR	110108	T:000000 DISPUTED ACCOUNT FLAG: FLAG = XB			
041309	DMD	000000	T:22222 50:00:00			
			03/12/09 08:02:34			LEFT MESSAGE
041309	DMD	000000	T:22222 50:00:00			
			03/12/09 12:48:48			PART ALERT RETRIVAL
041309	DMD	000000	T:22222 50:00:00			
			00/00/00 00:00:00			
041309	DMD	000000	T:22222 50:00:00			
			04/02/09 10:31:02			LEFT MESSAGE

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----- MAIL ----- PROPERTY -----

JEAN M GAGNON  
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5540 TWIN CREEKS DRIVE

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POST DATE	TRN CDE	DUE DATE	TRANSACTION AMOUNT	PRINCIPAL PAID	INTEREST PAID	ESCROW PAID
041309	DMD	000000	T:22222	50:00:00		
				04/02/09 10:47:50		PAR3 ALERT RETRIVAL
041309	DMD	000000	T:22222	50:00:00		
				00/00/00 00:00:00		
041309	DMD	000000	T:22222	50:00:00		
				04/03/09 10:14:06		LEFT MESSAGE
041309	DMD	000000	T:22222	50:00:00		
				04/03/09 14:00:08		PAR3 ALERT RETRIVAL
041309	DMD	000000	T:22222	50:00:00		
				00/00/00 00:00:00		
041709	FB	110108		110.00	164	CORP ADV 3 DRM
042109	D28	000000				FORCED BILLING STATEMENT FROM REPORT R628 STD FORM
043009	DM	000000	T:00000	50:00:00		
						PROMISE BROKEN 04/30/09 PROMISE DT 04/30/09
050109	DM	000000	T:30762	10:45:00		
						ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
050109	DM	000000	T:30762	10:45:00		
						TT B2 VI ADVSD LC, NEG CBR & RPP. CI TO DO PPP.
						ADVSD CERT FUNDS REQ. ADVSD ON CODES TO USE AT WU.
050109	DM	000000	T:30762	10:45:00		
						RKING2479
050109	DM	000000	T:00000	50:00:00		
						PROMISE BROKEN 05/01/09 PROMISE DT 05/01/09
050409	RPL	043009	PAID	1600.00	DUE 1600.00	SHORT .00 TELLER 410
050409	RPL	043009				NO. OF PLAN PMTS=01
050409	UI	120108		.00	.00	.00
						OPT PREMIUMS
050409	AP	120108		2933.18	.00	LATE CHARGE PYMT -124.43*
050409	UFF	120108			.00	2488.67 444.51
050409	SRA	120108		-1333.18		BALANCE 266.82
050409	DM	000000	T:00000	50:00:00	.00	.00
						EARLY IND: SCORE 128 MODEL EI90S
050509	D28	000000				BILLING STATEMENT FROM REPORT R628 STD FORM
050509	DMD	000000	T:22222	50:00:00		
				05/05/09 09:59:59		LEFT MESSAGE
050509	DMD	000000	T:22222	50:00:00		
				05/05/09 13:56:55		PAR3 ALERT RETRIVAL

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----- MAIL ----- PROPERTY -----

JEAN M GAGNON

PAMELA LONGONI

5540 TWIN CREEKS DRIVE

5540 TWIN CREEKS DRIVE

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POST DATE	TRN CDE	DUE DATE	TRANSACTION AMOUNT	PRINCIPAL PAID	INTEREST PAID	ESCROW PAID
050509	DMD	000000	T:22222	50:00:00		
				00/00/00 00:00:00		
050809	CBR	120108	T:00000	DELINQUENT: 150 DAYS		
050809	CBR	120108	T:00000	FORECLOSURE STARTED		
052209	NT	000000	T:25101	Home Affordable Modification program sent to borrower		
052609	FOR	000000	T:01122	PRE-SALE REDEMPTION (603) COMPLETED 05/26/09		
060109	DM	000000	T:00000	50:00:00		
				PROMISE BROKEN 06/01/09 PROMISE DT 05/30/09		
060209	DM	000000	T:00000	50:00:00		
				EARLY IND: SCORE 128 MODEL EI905		
060309	DMD	000000	T:22222	50:00:00		
				06/03/09 10:42:27		LEFT MESSAGE
060309	DMD	000000	T:22222	50:00:00		
				06/03/09 11:26:01		PAR3 ALERT RETRIVAL
060309	DMD	000000	T:22222	50:00:00		
				00/00/00 00:00:00		
060409	RPL	053009	PAID 1600.00 DUE 1600.00 SHORT		.00 TELLER	606
060409	RPL	053009	NO. OF PLAN PMTS=01			
060409	UPF	120108	UNAPPLIED FUNDS (2)		1600.00 BALANCE	1866.82
060409	SRA	120108	1600.00	.00	.00	.00
060409	FE	120108	7.50 171 SPEEDPAY FEE			
060409	FEA	120108	7.50 171 SPEEDPAY FEE			
060409	DMD	000000	T:22222	50:00:00		
				06/04/09 10:25:30		LEFT MESSAGE
060409	DMD	000000	T:22222	50:00:00		
				06/04/09 13:04:31		PAR3 ALERT RETRIVAL
060409	DMD	000000	T:22222	50:00:00		
				00/00/00 00:00:00		
060509	DMD	000000	T:22222	50:00:00		
				06/05/09 11:39:06		LEFT MESSAGE
060509	DMD	000000	T:22222	50:00:00		
				00/00/00 00:00:00		
060509	DMD	000000	T:22222	50:00:00		
				00/00/00 00:00:00		
061209	CBR	120108	T:00000	DELINQUENT: 150 DAYS		

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JEAN M GAGNON  
PAMELA LONGONI  
5540 TWIN CREEKS DRIVE

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POST DATE	TRN CDE	DUE DATE	TRANSACTION AMOUNT	PRINCIPAL PAID	INTEREST PAID	ESCROW PAID
061209	CBR	120108	T:00000	FORECLOSURE STARTED		
061609	E20	120108	-2015.51	PAYEE = 1600.00966	.00	-2015.51
061909	D28	000000		BILLING STATEMENT FROM REPORT R528	STD FORM	
063009	DM	000000	T:00000	50:00:00		
070209	DM	000000	T:21136	PROMISE PLAN 29 BROKEN06/30/09 PROMISE DT 06/30/09		
070209	DM	000000	T:21136	08:34:00		
070209	DM	000000	T:21136	ACTION/RESULT CD CHANGED FROM LMDC TO BRIM		
070209	DM	000000	T:21136	08:34:00		
070209	DM	000000	T:21136	08:34:00		
070209	DM	000000	T:21136	08:34:00		
070209	CIT	000000	T:21136	ORDER TO REVIEW FOR MOD. PLS HAVE BWR FAX TO		
070209	DM	000000	T:00000	866-709-4744. LHUCK 6154		
070209	DM	000000	T:00000	007 cit 155. pls send new hmp wkout to bwrs		
070209	DM	000000	T:00000	mailing address. lhuck 6154		
070309	DMD	000000	T:22222	50:00:00		
070309	DMD	000000	T:22222	07/03/09 16:02:22		Par3 Exp Msg
070309	DMD	000000	T:22222	50:00:00		
070309	DMD	000000	T:22222	00/00/00 00:00:00		
070309	DMD	000000	T:22222	50:00:00		
070309	DMD	000000	T:22222	00/00/00 00:00:00		
070609	NT	000000	T:01050	Open CIT155 - LM Package Sent.		
070609	NT	000000	T:25101	Suppressed Credit due to (Loan Modification).		
070709	NT	000000	T:25101	Suppression will expire (09/10/09).		
070709	DMD	000000	T:22222	HPN-GMAC DVN sent week of 06/08/09 - see 24Carat		
070709	DMD	000000	T:22222	50:00:00		
070709	DMD	000000	T:22222	07/07/09 10:54:19		LEFT MESSAGE
070709	DMD	000000	T:22222	50:00:00		
070709	DMD	000000	T:22222	00/00/00 00:00:00		
070709	DMD	000000	T:22222	50:00:00		
070709	DMD	000000	T:22222	00/00/00 00:00:00		
070809	DMD	000000	T:22222	50:00:00		
070809	DMD	000000	T:22222	07/08/09 10:31:26		LEFT MESSAGE
070809	DMD	000000	T:22222	50:00:00		
070809	DMD	000000	T:22222	00/00/00 00:00:00		
070809	DMD	000000	T:22222	50:00:00		
070809	DMD	000000	T:22222	00/00/00 00:00:00		

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----- MAIL ----- PROPERTY -----

JEAN M GAGNON  
PAMELA LONGONI  
5540 TWIN CREEKS DRIVE

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POST DATE	TRN CDE	DUE DATE	TRANSACTION AMOUNT	PRINCIPAL PAID	INTEREST PAID	ESCROW PAID
070909	DM	000000	T:16890	10:11:00		
				ACTION/RESULT CD CHANGED FROM ERLM TO OAAI		
070909	DM	000000	T:16890	10:11:00		
				E1 CI ADV UNDER LMIT RPP - XFRD THE CALL		
				DFLT REASON 2 CHANGED TO: BLANK		
070909	DM	000000	T:11449	10:25:00		
				ACTION/RESULT CD CHANGED FROM OAAI TO LMDC		
070909	DM	000000	T:11449	10:25:00		
				TTB1 VAL. CI BC WANTED TO INQ MOD THAT WS APPROVED		
070909	DM	000000	T:11449	10:25:00		
				RECENTLY. ADV NT TRUE. ADV PREV REPAY PLAN IS		
				COMPLETED. ADV TO RETURN WOUT PCKG ASAP, TAT IS 60		
				DAYS, NO GUARANTEED. I TRIED TO UPDATE DTI CALC		
				BT B DID NT KNOW HER GROSS INCOME, SD SHE WOULD CB		
				TOMO BC SHE HAD TO GO TO WK.		
070909	DM	000000	T:11449	10:25:00		
				ACTION/RESULT CD CHANGED FROM LMDC TO OAAI		
070909	DM	000000	T:11449	10:25:00		
				RFD; SPS HAD TO GET ANOTHER JOB AND TOOK A		
070909	DM	000000	T:11449	10:25:00		
				PAYCUT...START: 09/2008-ONGOING. M/I; 1800 A MONTH.		
				ADV F/C SALE DT ON HOLD, L/C AND C/R CONT. HCASAS		
070909	DMD	000000	T:22222	50:00:00		
				07/08/09 10:31:26		LEFT MESSAGE
070909	DMD	000000	T:22222	50:00:00		
				07/09/09 06:59:57		PAR3 ALERT RETRIVAL
070909	DMD	000000	T:22222	50:00:00		
				00/00/00 00:00:00		
070909	DMD	000000	T:22222	50:00:00		
				07/09/09 11:55:12		LEFT MESSAGE
070909	DMD	000000	T:22222	50:00:00		
				00/00/00 00:00:00		
070909	DMD	000000	T:22222	50:00:00		
				00/00/00 00:00:00		
071009	DM	000000	T:02414	29:28:00		
				REPAY PLAN CANCELED AUTOMATIC		
071009	FM		UNAP FUNDS	CCDE-2	F	TO
						T: 02414

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----- MAIL ----- PROPERTY -----

JEAN M GAGNON  
PAMELA LONGONI

5540 TWIN CREEKS DRIVE

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POST DATE	TRN CDE	DUE DATE	TRANSACTION AMOUNT	PRINCIPAL PAID	INTEREST PAID	ESCROW PAID
071009	FM		UNAP FUNDS-2		1866.82 TO	.00 T: 02414
071009	FM		UNAP FUNDS CODE-1		TO U	T: 02414
071009	FM		UNAP FUNDS-1		.00 TO	1866.82 T: 02414
071009	UFU 120108		UNAPPLIED FUNDS (1)		1866.82 BALANCE	1866.82
071009	UFF 120108		UNAPPLIED FUNDS (2)		-1866.82 BALANCE	0.00
071009	AA 120108		.00	.00	.00	.00
071009	AA 120108		.00	.00	.00	.00
071009	DMD 000000		T:22222 50:00:00			
071009	DMD 000000		T:22222 50:00:00			LEFT MESSAGE
071009	DMD 000000		T:22222 50:00:00			
071009	DMD 000000		T:22222 50:00:00			
071009	FSV 120108		T:00000 DELINQ INSP HOLD RELEASED			
071009	FSV 120108		T:00000 INSP TYPE F ORDERED; REQ CD =AUTO DELQ			
071009	CBR 120108		T:00000 CR BUR RPT STATUS=N;EXPIRE DT = 09/10/09			
071309	NT 000000		T:20136 tried to contact h/o regarding poss hmp loan mod			
071309	NT 000000		T:20136 left call back number and advised that we need a			
071309	DMD 000000		T:22222 completed hmp package back to review the acct for			
071309	DMD 000000		T:22222 a poss loan mod; b layton 6909			
071309	DMD 000000		T:22222 50:00:00			
071309	DMD 000000		T:22222 50:00:00			LEFT MESSAGE
071309	DMD 000000		T:22222 50:00:00			
071309	DMD 000000		T:22222 50:00:00			
071609	OL 120108		T:15744 WDOYLM - REPAY PLAN CANCEL			TXT 5.86
071609	LMT 000000		T:15744 Closed limit, Resumed FCL in MS & NT			
071609	LMT 000000		T:15744 Brkn repay - no pmt, sent denial ltr			
071609	LMT 000000		T:15744 FILE CLOSED (7) COMPLETED 07/16/09			
071609	FOR 000000		7/15/2009. Reason: Hold Ended. Comme			
071609	FOR 000000		step Sale Scheduled For to			
071609	FOR 000000		event: User has reprojected the			
071609	FOR 000000		System updated for the following			
071609	FOR 000000		T:01122 07/15/09 - 22:09 - 00007			
071609	FOR 000000		approval not required.			

ALL SBO11437

GMAC-01-0079



HISTORY FOR ACCOUNT 7440353498

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----- MAIL ----- PROPERTY -----

JEAN M GAGNON  
PAMELA LONGONI

5540 TWIN CREEKS DRIVE

5540 TWIN CREEKS DRIVE

RENO

NV 89523

RENO

NV 89523

POST DATE	TRN CDE	DUE DATE	TRANSACTION AMOUNT	PRINCIPAL PAID	INTEREST PAID	ESCROW PAID
072009	FOR	000000				
072009	FOR	000000				
072009	FOR	000000				
072009	FOR	000000	T:01122			
072109	D28	000000				
072709	E90	120108	-673.03	PAYEE = 0016.00000	.00	-673.03
072909	NT	000000	T:25102			
073009	DMD	000000	T:22222			
073009	DMD	000000	T:22222			
073009	DMD	000000	T:22222			
073109	DMD	000000	T:22222			
073109	DMD	000000	T:22222			
073109	DMD	000000	T:22222			
073109	DMD	000000	T:22222			
080409	DMD	000000	T:22222			
080409	DMD	000000	T:22222			
080409	DMD	000000	T:22222			
080409	DM	000000	T:00000			
080509	DMD	000000	T:22222			
080509	DMD	000000	T:22222			
080509	DMD	000000	T:22222			
080609	DMD	000000	T:22222			
080609	DMD	000000	T:22222			
080609	DMD	000000	T:22222			

ALL SBO11437

GMAC-01-0081

HISTORY FOR ACCOUNT 7440353498

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----- MAIL ----- PROPERTY -----

JEAN M GAGNON  
PAMELA LONGONI

5540 TWIN CREEKS DRIVE

5540 TWIN CREEKS DRIVE

RENO

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RENO

NV 89523

POST DATE	TRN CDE	DUE DATE	TRANSACTION AMOUNT	PRINCIPAL PAID	INTEREST PAID	ESCROW PAID
080709	DMD	000000	T:22222	50:00:00		
				08/07/09 12:07:24 VACANT		
080709	DMD	000000	T:22222	50:00:00		
				08/07/09 12:08:03 NO ANS		
080709	DMD	000000	T:22222	50:00:00		
				00/00/00 00:00:00		
081009	FSV	120108	T:00000	INSP TYPE F ORDERED;	REQ CD =AUTO DELQ	
081109	FOR	000000	T:08834	JUDGMENT DATE	(602) COMPLETED 08/11/09	
081409	FOR	000000	T:23862	BIDDING INSTRUCTIONS (609)	COMPLETED 08/14/09	
				completed on 8/14/2009		
081409	FOR	000000				
081409	FOR	000000				
081409	FOR	000000				
081409	FOR	000000	T:01122	08/14/09 - 12:41 - 84378		
				on 8/14/2009		
081409	FOR	000000				
081409	FOR	000000				
081409	FOR	000000				
081409	FOR	000000	T:01122	08/14/09 - 12:41 - 84378		
				completed on 8/14/2009		
081409	FOR	000000		following event: Bid Approved,		
081409	FOR	000000		User has updated the system for the		
081409	FOR	000000	T:01122	08/14/09 - 12:41 - 84378		
				Completed, completed on 8/14/2009		
081409	FOR	000000		following event: Bid Calculation		
081409	FOR	000000		User has updated the system for the		
081409	FOR	000000	T:01122	08/14/09 - 12:41 - 84378		
				Bid app needed		
081409	FOR	000000		Ugwuadu, Kenneth; / 14/09/Message:		
081409	FOR	000000		Intercom From: Gillian Martil - To:		
081409	FOR	000000	T:01122	08/14/09 - 12:43 - 84378		
				Comments: SoldDate=8/14/2009 11:00:0		
081409	FOR	000000		the following entries: Sale		
081409	FOR	000000		F40_SaleResultsNV data form with		
081409	FOR	000000		User has completed the		
081409	FOR	000000	T:01123	08/14/09 - 16:18 - 00007		

ALL SBO11437

GMAC-01-0082

DATE 08/26/09

MAIL

5540 TWIN CREEKS DRIVE

5540 TWIN CREEKS DRIVE

NV 89523

RENO

NV 89523

POST	TRN	DUE	TRANSACTION	PRINCIPAL	INTEREST	ESCROW
DATE	CDE	DATE	AMOUNT	PAID	PAID	PAID

REALSTATE SERVICES,Address=1692 COUN  
ive=STEVE OBRIAN,VestedTo=NATIONAL  
AM,SoldPrice=\$172,500.00,Representat  
0

T:01122 08/14/09 ~ 16:18 ~ 00007  
Property Sold To: 3rd Party Sale 3r  
ATTIONAL REALSTATE SERVICES  
89423,Phone=(775)782-9559,VestedAs=N  
TY RD SUITE B, MINDON, NV

T:01122 08/14/09 - 16:18 - 00007  
SERVICES 3rd Party Phone Number: (7  
Party Name: NATIONAL REALSTATE  
SUITE B, MINDON, NV 89423 3rd  
d Party Address: 1692 COUNTY RD

T:01122 08/14/09 - 16:18 - 00007  
45)782-9559

1:01122 08/14/09 - 16:18 - 00007  
completed on 8/14/2009  
following event: Sale Held,  
User has updated the system for the

08/14/09 - 16:18 - 00007  
\$126,127.33 Successful Bid Amount:  
Servicers Max Bid Amount:  
Date: 8/14/2009 11:00:00 AM

Fidelity AutoProc - (Cont) - Sale  
08/14/09 - 16:18 - 00007  
\$172,500.00

08/14/09 - 16:18 - 00007  
Fidelity AutoProc.

Process opened 8/14/2009 by user  
08/14/09 - 16:18 - 00007

- Thanks Status: Active  
e Comments: Please provide vesting

001122 08/14/09 - 17:01 - 84378  
loan.Issue Type: Vesting Issue. Issu  
Process-Level issue for this

GMAC-01-0083



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----- MAIL ----- PROPERTY -----

JEAN M GAGNON

PAMELA LONGONI

5540 TWIN CREEKS DRIVE

5540 TWIN CREEKS DRIVE

RENO

NV 89523

RENO

NV 89523

POST DATE	TRN CDE	DUE DATE	TRANSACTION AMOUNT	PRINCIPAL PAID	INTEREST PAID	ESCROW PAID
081709	FOR	000000				
081709	FOR	000000				
081709	FOR	000000	T:01122			
081709	FOR	000000				
081709	FOR	000000	T:01122			
081709	FOR	000000				
081709	FOR	000000	T:01122			
081709	FOR	000000				
081709	FOR	000000	T:01122			
081709	FSV	000000	T:000000			
081709	FB	120108				
081809	TX		TLR 1685			
081809	CIT	000000	T:01685			
081809	CIT	000000	T:01685			
081809	SLC	120108				
081809	FB	120108				
081809	FB	120108				
081809	FB	120108				
081809	FB	120108				
081909	FOR	000000				
081909	FOR	000000				
081909	FOR	000000				
081909	FOR	000000				
081909	FOR	000000	T:01122			
081909	FOR	000000				
081909	FOR	000000	T:01122			
081909	FOR	000000				
081909	D28	000000				
082109	FOR	000000				
082109	FOR	000000				
082109	FOR	000000				
082109	FOR	000000				
082109	FOR	000000	T:01122			

event: User has ended the Issue  
System updated for the following  
08/14/09 - 20:35 - 72913  
as Trustee for RAMP 2005EPC7  
in U.S. Bank National Association  
08/14/09 - 20:35 - 72913  
Updated, completed on 8/17/2009  
following event: Client System  
User has updated the system for the  
08/17/09 - 14:37 - 39355  
INSP TP F RESULTS RCVD; ORD DT=08/10/09  
11.25 11 PROP INSPECTION FEE  
TAX COMMENTS: CIT 551 TO NON ESCROW 8/18/09  
008 closing cit 551 changed to non escrow tax  
item, placed stop code cust stat.  
008 DONE 08/18/09 BY TLR 01685  
TSK TYP 551-TAX REQUEST PRO  
.00  
124.43  
39.90 40 EXPENSE ADVANCES  
255.00 40 EXPENSE ADVANCES  
15.00 40 EXPENSE ADVANCES  
120.00 40 EXPENSE ADVANCES  
Martil, Gillian; / CC: / Intercom  
AguirreJimenez, Catalina / To:  
5:51:50 PM / From: Catalina  
Intercom Message: / Read: 8/18/2009  
08/18/09 - 17:52 - 84378  
Issue Request /  
Type: Stop/Hold Action / Subject:  
08/18/09 - 17:52 - 84378  
BILLING STATEMENT FROM REPORT R628 STD FORM  
Third Party Proceeds sent to GMACM o  
following entries: COMMENTS:::  
F5\_FundsRcvd data form with the  
User has completed the  
08/21/09 - 14:13 - 83190

ALL SBO11437

GMAC-01-0085

HISTORY FOR ACCOUNT 7440353498

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----- MAIL ----- PROPERTY -----

JEAN M GAGNON  
PAMELA LONGONI

5540 TWIN CREEKS DRIVE

5540 TWIN CREEKS DRIVE

RENO

NV 89523

RENO

NV 89523

POST DATE	TRN CDE	DUE DATE	TRANSACTION AMOUNT	PRINCIPAL PAID	INTEREST PAID	ESCROW PAID
082109	FOR	000000				
082109	FOR	000000				
082109	FOR	000000				
082109	FOR	000000				
082109	FOR	000000	T:01122			
082109	FOR	000000				
082109	FOR	000000				
082109	FOR	000000	T:01122			
082109	FOR	000000				
082109	FOR	000000				
082109	FOR	000000	T:01122			
082109	FOR	000000				
082109	FOR	000000				
082109	FOR	000000	T:01122			
082409	UF	120108	UNAPPLIED FUNDS (4)		172500.00	BALANCE 172500.00
082409	SR	120108	172500.00	.00	.00	.00
082409	NT	000000	T:13962			
082409	NT	000000	T:13962			
082409	DM	000000	T:21293			
082409	DM	000000	T:21293			
082409	DM	000000	T:21293			
082409	DM	000000	T:21293			
082409	DM	000000	T:20793			
082409	DM	000000	T:20793			

to NIE?: : False Sheriffs Dead Obta  
or Distribution of Funds Uploaded  
CHECK AMOUNT: : 172,500.00 HUD1  
n 08/21/09 TRACKING NUMBER: : NA  
08/21/09 - 14:13 - 83190  
False  
Copy of Check Uploaded to NIE?: :  
ined and Uploaded to NIE?: : False  
08/21/09 - 14:13 - 83190  
on 8/21/2009  
Received/ Sent To Client, completed  
following event: Third Party Funds  
User has updated the system for the  
08/21/09 - 14:14 - 83190  
UNAPPLIED FUNDS (4)  
172500.00  
b2 ing about loan mod and if fcl is still in place  
trns to lmt due to loan alerts on acct ashleat  
4214  
16:08:00  
ACTION/RESULT CD CHANGED FROM OAAI TO LMDC  
16:08:00  
VAI. B2 SAID THAT SHE RCVD AN EMAIL FROM A L/M  
REP ON 7/9 STATING THAT THE FCL WAS ON HOLD AND WE  
WERE TRYING TO GET THEM MODIFIED UNDER THE HMP  
PROGRAM. HOWEVER, THE PROPERTY WENT TO FCL SALE ON  
8/14. TURNED ACCT OVER TO SUPER FTOLBERT.  
16:08:00  
ASMITH6718.  
17:31:00  
ACTION/RESULT CD CHANGED FROM LMDC TO LMDC  
17:31:00  
TT B2 VERI INFO OCC NEG CRD REP L/F FCL STASTU  
SALE DATE/TAD 01/09-08/09 NOT INCLUDING ATTY P/C  
AND FUNDS IN IU/X-REF SS# NO OTHER LOAN/CST CLD IN  
TO SPK WITH FTOLBERT ON POSS RESCIND ISSUE/ADV

ALL SBQ11437

GMAC-01-0086

HISTORY FOR ACCOUNT 7440353498

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----- MAIL ----- PROPERTY -----

JEAN M GAGNON  
PAMELA LONGONI

5540 TWIN CREEKS DRIVE

5540 TWIN CREEKS DRIVE

RENO

NV 89523

RENO

NV 89523

POST DATE	TRN CDE	DUE DATE	TRANSACTION AMOUNT	PRINCIPAL PAID	INTEREST PAID	ESCROW PAID
082409	DM	000000	T:20793	17:31:00		
				SUPER GONE FOR THE DAY/ADV WILL SEND FTOLBERT EMAIL TO CALL HER BK W/GOOD PH# SHE STD WANTS HER PROP		
082409	DM	000000	T:20793	17:32:00		
				ACTION/RESULT CD CHANGED FROM LMDC TO OAAI		
082409	DM	000000	T:20793	17:32:00		
				CONT..BK WAS WKING WITH MOD AGENT WHO WAS EMAILING HER AND CONFIRMED WE WOULD HOLD THE FCL WHILE REVIEWING FOR A POSS MOD SHE STD SNT ALL THOSE		
082409	DM	000000	T:20793	17:32:00		
				EMAILS TO SUPERVISOR/ADV OF FCL EVICTION PROCESS ADV UNLESS WE CAN RSCIND BUT WONT KNOW TILL SHE SPKS WITH SUPERVISOR KROJAS 6713		
082509	NT	000000	T:20479	recvd emails from b1; forwarded emails to bwills and lgill for research; they will f/u w/ b2; ftolbert		
082609	CIT	000000	T:23177	010 NEW CIT #502 - Please cancel all insurance and request a refund effective 08/14/09		
082609	CIT	000000	T:23177	010 NEW CIT #502 - Please cancel all insurance and request a refund effective 08/14/09		
082609	NT	000000	T:23177	entered task 505 in error, this has changed apprprty to tasks 502 accurately		

END OF HISTORY

ALL SBO11437

GMAC-01-0087

# **EXHIBIT 13**

# **EXHIBIT 13**

3/10/2009 8:14  
AM

Chris Herrera

Type: Hold  
Process: FC\_NV\_Other\_BO\_  
Borrower: GAGNON

Note:

System updated for the following event: User has placed the file on hold.  
Hold Reason: Loss Mitigation Workout. Hold Comments: This action is  
being placed on hold for loss mitigation activity. Please take no further  
action on this file until directed to do so by GMAC personnel. Customer is  
on a Loss Mit Repay. Please make sure we're billed for all fees and costs.  
Thank you.

Status: Active, awaiting approval. Hold Start: 4/6/2009

Fees And Costs

» History » View Request New Request

Click a process below to view or enter fee and cost detail:

Fees And Costs Detail Good Through 3/28/2009 Export  
Requested 3/10/2009 10:13:00 AM (0 days, 0 hours, 1 minutes) Referral  
Date 2/20/2009  
Reason Payment Plan  
Comment fees/costs please

Applicable Processes  
Process Status Total Fees Total Costs

Foreclosure - Executive Trust... Closed \$600.00 \$1,648.30  
Totals: \$600.00 \$1,648.30

Total Fees and Costs: \$2,248.30

3/5/2009 6:58 AM

Chris Herrera

Fees And Costs

# **EXHIBIT 14**

# **EXHIBIT 14**

# **Servicer Guide**

# **GMAC RFC**

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**Version 2-08-G01  
Effective July 1, 2008**

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Servicer Guide

Bulletin

# 2-08-B01

Effective: February 3, 2008

## Servicer Guide Bulletin

This Bulletin constitutes an amendment to the Servicer Guide. The purpose of the Servicer Guide Bulletin is to give notice that the GMAC-RFC Servicer Guide has been amended. All clarifications or changes are effective February 3, 2008 for events that occurred during January 2008.

The Servicer Guide may also be accessed online at [GMACResidentialFunding.com](http://GMACResidentialFunding.com), with an individual User ID and Password.

Currently Servicers are required to report certain default and loss mitigation events as they occur throughout the month to GMAC-RFC's Servicer Management Department in Burbank, California. In an effort to mitigate daily disruptions for the Servicer and to automate and streamline reporting, Servicers will be required to begin reporting on the third business day of the month (for prior month activity), certain default and loss mitigation events. The format for reporting is described in the GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File. The initial reporting is effective February 3, 2008 for January 2008 activity.

Default/Loss Mitigation questions can be directed to Sherri Ealey at 818.260.1459 or [sherri.ealey@gmacrfc.com](mailto:sherri.ealey@gmacrfc.com). Technical questions can be directed to Edgar Tupaz at 818.260.1613 or [edgar.tupaz@gmacrescap.com](mailto:edgar.tupaz@gmacrescap.com).

The following sections of the GMAC-RFC Servicer Guide are being changed as a result of this action. The Servicer Guide online will be updated to reflect these changes on or before January 1, 2008.

### Chapter 4

#### Section 411 Loans Paid In Full

The Servicer shall submit a Payoff/Liquidation Report GMAC-RFC 2308 and wire transfer Loan funds to GMAC-RFC within five Business Days after the event that caused the payoff/liquidation for a Loan paid in full or liquidated as a result of a third party sale in accordance with the Payoff/Liquidation File Section of this Servicer Guide.

Failure to remit the entire amount of the funds for a Loan paid in full or liquidated as a result of a third party sale within five Business Days from the event that caused the payoff liquidation will result in a cash adjustment. The cash adjustment will be equivalent to Per Diem interest calculated at the highest quoted prime rate printed on the first Business Day of each month in The Wall Street Journal in its regular column entitled "Money Rates," plus 3%. The cash adjustment will begin to accrue on the sixth Business Day from the event that caused the payoff/liquidation through and including the date that the funds are received in the appropriate GMAC-RFC account.

For delinquent loans, loans in foreclosure, bankruptcy, or subject to a loss mitigation alternative that are paid in full during the month, will be reported on the 3rd business day of the following month using the GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File.

### Section 429 Temporary Indulgence

Temporary indulgence is a relatively short period of leniency, not to exceed three months from the Due Date of the first unpaid installment, granted to a Borrower to allow time to cure a Delinquency through full reinstatement or satisfaction of the debt.

The Servicer may grant temporary indulgence under extraordinary circumstances, such as when a sale or rental of the Mortgaged Premises is pending, or when financial assistance from a social service agency is forthcoming. Temporary indulgence may also be appropriate when the Borrower needs time to trace lost payments. The Servicer need not seek GMAC-RFC approval of temporary indulgence, but must require adequate documentation from the Borrower before granting temporary indulgence, and must follow up to verify the Borrower's compliance with the terms under which the relief was granted. If it is anticipated that the total arrearage will not be cured within three months from the Due Date of the first unpaid installment, the Servicer must consider relief through a repayment plan or special forbearance relief agreement.

Delinquent loans subject to temporary indulgence must be reported on the 3rd business day of the following month using the GMAC-RFC **Form 2415** Servicer Default / Loss Mitigation Monthly Transaction and Reporting File.

Note: If the Delinquency has already exceeded three months the Servicer must use either a repayment plan or special forbearance agreement.

### Section 430 Repayment Plan

A repayment plan gives a Borrower a definite period, up to 18 months, in which to reinstate the Loan by immediately making, and continuing to make, payments in excess of the regular monthly installment.

If appropriate, the Servicer may enter into a plan to repay the total Delinquency within the shortest time possible, without GMAC-RFC's approval. The total repayment period should not exceed 18 months; however, when it is necessary for the total repayment period, as described above, to exceed 18 months, the plan must be in writing and requires financial documentation (e.g., most recent bank statements, most recent payroll check stub, and a financial statement) to support it. The Servicer and the Borrowers must both sign this repayment/forbearance agreement.

Delinquent loans subject to a repayment plan must be reported on the 3rd business day of the following month using the GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File.

### Section 431 Special Forbearance Relief Agreement

Delinquent loans subject to a special forbearance relief agreement must be reported on the 3rd business day of the following month using the GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File.

### Section 434 Loss Mitigation Workouts

Pursuing workout options reduces losses and avoids acquisition of the Mortgaged Premises. If the Servicer's evaluation of the individual circumstances of the Borrower reveals that it is unlikely that the Loan can be brought current, the Servicer must aggressively pursue a workout option as an alternative to foreclosure. If the Servicer has determined that all collection efforts have failed and all appropriate relief measures have been taken, one of the following workout options may be selected:

- Pre-foreclosure sale/short payoff
- Deed-in-lieu of foreclosure
- Loan modifications
- Write-off (applicable for mortgages with low unpaid principal balance and second mortgage liquidation)
- Note Sale and Assignment of Beneficial Interest

All loans with an open loss mitigation workout must be reported on the 3rd business day of the following month using the GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File.

All Loan modifications, short sales, write-offs, and Note sales are subject to GMAC-RFC approval.

## Section 435 Deed-In-Lieu of Foreclosure

### (B) Servicers Recommendation

The Servicer should only accept a deed in lieu of foreclosure if it believes that such action is in GMAC-RFC's best interest. Details of the Deed-In-Lieu (prior to completion / approval, if necessary) must be reported to GMAC-RFC as an open / pending loss mitigation alternative on the 3rd business day of the following month using the GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File. Cash consideration may be paid to the Borrower for voluntary conveyance of the Mortgaged Premises if such action is in GMAC-RFC's best interest.

## Section 436 Write Offs

### (B) Servicers Recommendation/Notification

The Servicer's recommendation will be submitted on the Request for Loan Service Approval GMAC-RFC Form 2400 and be supported by a current Appraisal/Broker Price Option, recent credit bureau report and a Write-Off Evaluation GMAC-RFC Form 2406 along with all supporting documentation. Note: Any Loan that has primary mortgage or pool insurance must have been submitted to the appropriate Mortgage Insurer for approval prior to being submitted to GMAC-RFC.

Details of the Write Off (prior to submission/approval) must be reported to GMAC-RFC as an open / pending loss mitigation alternative on the 3rd business day of the following month using the GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File.

## Section 437 Loan Modifications

### (C) Servicers Recommendation/Notification

The Servicer should recommend such approval to GMAC-RFC's Servicer Management Department if it believes that such action is in GMAC-RFC's best interest. Details of the Servicer analysis must be reported to GMAC-RFC on a Request for Loan Service Approval GMAC-RFC Form 2400, accompanied by a copy of the appraisal report and supporting documentation.

Details of the Loan Modification (prior to submission / approval) must be reported to GMAC-RFC as an open / pending loss mitigation alternative on the 3rd business day of the following month using the GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File.

## Section 438 Bankruptcies

### (C) Monthly/Periodic Reports

All open Bankruptcies and changes to the Bankruptcy status (dismissal, discharge, relief) must be reported to GMAC-RFC on the 3rd business day of the following month using the GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File.

If there is any change in the Mortgaged Premises occupancy status or condition (i.e. waste, vacancy, and/or abandonment, etc.), delay in court proceedings, confirmation of a plan of reorganization that provides for changes in the terms of the Loan, etc. Such information should be forwarded promptly to GMAC-RFC's Servicer Management Department in Burbank. Where appropriate, supporting documentation must be attached.

## Section 440 Institution of Foreclosure

(This will be deleted.)

### (B) Servicer Responsibilities

All open foreclosures and changes / updates to the foreclosure status / milestone events (with the exception of the actual sale date / acquisition of an REO as described in the Notification of Foreclosure Sale and Acquisition of Title section of the Guide) must be reported to GMAC-RFC on the 3rd business day of the following month using the GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File.

### (D) Attorneys and Trustees

(This will be an additional paragraph.)

The Servicer must notify their assigned GMAC-RFC asset manager in Burbank, California of the foreclosure referral date/1st legal Action date within 10 days of the event occurring.

## **Section 440 Institution of Foreclosure**

### **(F) Broker's Price Opinion**

Within 30 days following the completion of the first legal action relating to a delinquent GMAC-RFC Loan, the Servicer is required to obtain and to provide GMAC-RFC on the 3rd business day of the following month using the GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File, a valuation of the property completed as either an Automated Valuation Model (AVM) or a Broker's Price Opinion (BPO). AVMs must be provided by a GMAC-RFC AVM approved vendor as listed in GMAC-RFC Form 2414. The Servicer is expected to utilize this updated and reviewed valuation in developing appropriate loss mitigation strategies to assist the borrower and mitigate investor losses while attempting to avoid the foreclosure of the property.

## **Section 443 Foreclosure Sale Bidding Instructions**

### **(A) Foreclosure Sale Bidding Instructions**

(third paragraph)

The fair market Value must be supported by a Broker's Price Opinion (BPO) as reviewed by the Servicer obtained no more than 120 days prior to a scheduled foreclosure sale. The BPO must reflect the Value of the property in an "as is" condition. The BPO must be completed by a licensed real estate broker free from any conflict of interest or financial interest in the transactions. Any updates to the property valuation must be reported to GMAC-RFC on the 3rd business day of the following month using the GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File

## **Section 441 Action During Foreclosure**

### **(E) Inspections**

During the foreclosure process, the Servicer must inspect the Mortgaged Premises at least monthly, and more frequently if the property is vacant or as other circumstances warrant. Care and condition of the property, as well as economic variables, can affect the value of the mortgaged property as the foreclosure process continues. It is incumbent upon the Servicer to review in detail the required monthly property inspections for signs of waste and deterioration, and to be aware of regional economic trends affecting property values. If during the foreclosure process (especially in a long or delayed foreclosure) a Servicer finds that the property value has been adversely affected, the Servicer should request a current fair market valuation (BPO) to make sure that foreclosure remains a viable resolution in mitigating investor losses. If the property is found to be vacant or unsecured, the BPO obtained should include an interior inspection and the property should be secured. Current values must also be used in driving loss mitigation solutions to avoid foreclosure whenever possible. Any updates to property inspections on delinquent loans must be reported to GMAC-RFC on the 3rd business day of the following month using the GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction

## **Section 443 Foreclosure Sale Bidding Instructions**

### **(B) Notification**

The Servicer must notify GMAC-RFC of a scheduled foreclosure sale and the bidding strategy no later than ten days prior to the scheduled foreclosure sale only if notified to do so as an Investor Special Handling requirement as described in the Name in Which to Foreclose section of the Guide. The Servicer must provide the BPO value and statement of total indebtedness as of the scheduled foreclosure sale date and report same on the 3rd business day of the following month using the GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File.

Failure to submit the aforementioned information/documentation in accordance with timelines and investor requirements may require the Servicer to postpone the scheduled foreclosure sale date and subject the Servicer to a Per Diem Penalty

## **Section 422 Interview With Borrower; Property Inspection**

### **(A) Inspection Dates**

A property inspection must be made before the 60th day of Delinquency and again every month thereafter until satisfactory repayment arrangements have been made. Results noted in the most recent inspection must be reported on the 3rd business day of the following month using the GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File.

## **Section 445 Real Estate Owned (REO)**

### **(D) Evictions**

Evictions should be completed in accordance with the State timelines. The guidelines for these timelines can be found in the USFN eviction timeline matrix or from the servicer's eviction attorneys. Eviction delays should be thoroughly explained in the servicer's records and an action plan should be established. It is GMAC-RFC's expectation that eviction files are closed as soon as possible and that Loss Mitigation efforts (such as cash for keys) are being offered when they are likely to minimize GMAC-RFC's costs.

All properties in the eviction process must be reported by the entity managing and marketing the property, with the required milestone dates (start/end) on the 3rd business day of the following month using the GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File.

## **Section 447 Rehabilitation**

(This will be an additional paragraph)

The current aggregate of rehabilitation / repair expenses must be reported by the Servicer managing and marketing the property on the 3rd business day of the following month using the GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File.

## **Section 453 Reporting Requirements**

(This will be an additional paragraph)

All REO properties must be reported by the Servicer managing and marketing the property, with the required milestone data (as described within GMAC-RFC **Form 2415**), on the 3rd business day of the following month using the GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File.

## **Section 455 Multipurpose Loan Service Report**

For delinquent loans (greater than two payments delinquent), loans in foreclosure, bankruptcy or loans subject to a loss mitigation alternative must be reported to GMAC-RFC on the 3rd business day of the following month using the GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File.

Please review details of the file format and method of delivery in the attached GMAC-RFC **Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File.

The Servicer may grant temporary indulgence under extraordinary circumstances, such as when a sale or rental of the **Mortgaged Premises** is pending, or when financial assistance from a social service agency is forthcoming. Temporary indulgence may also be appropriate when the Borrower needs time to trace lost payments. The Servicer need not seek GMAC-RFC approval of temporary indulgence, but must require adequate documentation from the Borrower before granting temporary indulgence, and must follow up to verify the Borrower's compliance with the terms under which the relief was granted. If it is anticipated that the total arrearage will not be cured within three months from the Due Date of the first unpaid installment, the Servicer must consider relief through a repayment plan or special forbearance relief agreement.

Delinquent loans subject to temporary indulgence must be reported on the third **Business Day** of the following month using the **GMAC-RFC Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File.

Note: If the Delinquency has already exceeded three months the Servicer must use either a repayment plan or special forbearance agreement.

### 430 Repayment Plan

A repayment plan gives a Borrower a definite period, up to 18 months, in which to reinstate the Loan by immediately making, and continuing to make, payments in excess of the regular monthly installment.

If appropriate, the Servicer may enter into a plan to repay the total **Delinquency** within the shortest time possible, without GMAC-RFC's approval. The total repayment period should not exceed 18 months; however, when it is necessary for the total repayment period, as described above, to exceed 18 months, the plan must be in writing and requires financial documentation (e.g., most recent bank statements, most recent payroll check stub, and a financial statement) to support it. The Servicer and the Borrowers must both sign this repayment/forbearance agreement.

Delinquent Loans subject to a repayment plan must be reported on the third **Business Day** of the following month using the **GMAC-RFC Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File.

### 431 Special Forbearance Relief Agreement

A special forbearance relief agreement is a written agreement to reduce or suspend regular payments for a forbearance period of up to 18 months. At the conclusion of the special forbearance relief period, regular payments must be resumed and satisfactory arrangements made to repay the amount suspended.

The Servicer may enter into a special forbearance relief agreement, without GMAC-RFC's approval, if the following conditions are met:

- The reason for default and the circumstances of the Borrower justify the relief action contemplated
- The default is curable
- The agreement outlines specific dates for repayment and specific forbearance amounts to be paid
- The Servicer obtains credit documentation (credit report, verifications of deposit, income, and employment and an itemized statement of monthly expenses including household and debt obligations) in order to ascertain the Borrower's financial position and evaluate the prospect of the Borrower's compliance with the repayment plan
- The Servicer obtains any necessary approval where applicable from the **Mortgage Insurer**, and superior lienholders before executing the agreement
- The Servicer prepares the agreement and has it executed by all parties (a copy of the executed agreement, with supporting documentation must be retained in the Loan file)
- The Servicer inspects the **Mortgaged Premises** before execution of the agreement and reinspects it at least every 60th day in accordance with the requirements of the **Interview with Borrower; Property Inspection** Section of this Servicer Guide. If an inspection, required before the execution of the forbearance agreement, reveals that the Mortgaged Premises have been abandoned or are in poor physical condition, the Servicer may not enter into a forbearance agreement without GMAC-RFC's prior approval
- The forbearance agreement permits the institution or continuation of foreclosure proceedings in the event of any default under the terms of that agreement

If the Borrower fails to comply with the terms of the forbearance agreement, the Servicer may agree to a new plan, provided that the aggregate forbearance period does not exceed 18 months from the **Due Date** of the first unpaid installment. If there is no reasonable expectation that additional relief will bring the Loan current and maintain it in that status, the Servicer must immediately recommend one of the following:

- The Servicer is subject to the following schedule of penalties, based on the timelines of GMAC-RFC's receipt of the Statement of Foreclosure Expenses **GMAC-RFC Form 2409**.

Receipt by GMAC-RFC	Penalty Amount
31 - 35 calendar days	\$250.00
36 - 40 calendar days	\$500.00
41 - 45 calendar days	\$750.00
46 or more calendar days	no reimbursement/denial of claim

- For further clarification, refer to the **Indemnification** Section and the **Right of Set-Off** Section of this Servicer Guide.

## 437 Loan Modifications

### (A) General

Not all Loans will be eligible for modification. A Loan Modification occurs when a change is made to one or more of the original terms of a Mortgage Note. Such changes could entail a change to the interest rate, payment amount, maturity date or the principal balance of the Loan. All Loan Modifications must be reduced to writing (recordable format) and the Servicer must obtain the approval of GMAC-RFC prior to accepting/approving a Loan Modification. Servicers must submit all requests for Loan Modifications using prudent servicing judgment. If GMAC-RFC determines the submitted Loan is not eligible for modification the Servicer will at least have a financial package to analyze for another Loss Mitigation Alternative.

### (B) Modification Analysis

The Servicer must:

- Obtain a request for the Loan Modification, from the Borrowers indicating that a hardship exists, along with a narrative as to efforts previously taken to overcome the hardship and the reasons why the Borrowers believe the modification will resolve the hardship
- Obtain from all Borrowers a credit report with credit score from a national credit reporting agency
- Obtain the most recent paycheck stub, copies of the most recent **signed** tax return, and a completed **Fannie Mae/Freddie Mac** Form 1003 (Residential Loan Application). If the Borrower is self-employed, the Servicer must obtain a current financial statement in addition to the Fannie Mae/Freddie Mac Form 1003
- Obtain a current title report to determine the priority of the lien, outstanding property taxes and other encumbrances
- Obtain written confirmation from all junior lien creditors of their agreement to the Loan Modification and their willingness to subordinate to same as is necessary
- Obtain a current value of the **Mortgaged Premises** from a disinterested, qualified appraiser/broker and report the results on the applicable valuation form. If repairs to the Mortgaged Premises are necessary, the valuation must state the estimated market Value of the Mortgaged Premises after repair and the estimated costs of the repairs
- Ascertain that the full benefits of any mortgage insurance will be available to cover any losses and provide a copy of the **Mortgage Insurer's** acceptance of the Loan Modification

Costs associated with the acceptance of a Loan Modification, such as appraisal, credit report, title search, attorneys' fees, etc. should be collected from the Borrower to the maximum extent permitted by applicable law. In the event the Borrower is unable to pay such costs or applicable law does not permit the collection of such costs from the Borrower, the Servicer shall pay such costs and request reimbursement in accordance with the **Reimbursements** Section of this Servicer Guide.

### (C) Servicer's Recommendation/Notification

The Servicer should recommend such approval to GMAC-RFC's Servicer Management Department if it believes that such action is in GMAC-RFC's best interest. Details of the Servicer analysis must be reported to GMAC-RFC on a Request for Loan Service Approval **GMAC-RFC Form 2400**, accompanied by a copy of the appraisal report and supporting documentation.

Details of the Loan Modification (prior to submission/approval) must be reported to GMAC-RFC as an open/pending loss mitigation alternative on the third **Business Day** of the following month using the **GMAC-RFC Form 2415** Servicer Default/Loss Mitigation Monthly Transaction and Reporting File.

#### (D) Documentation

Upon receiving GMAC-RFC's written approval, the Servicer must prepare any documents necessary to process the Loan Modification. The Servicer must prepare all modification/subordination documents and see that they are prepared, executed and recorded in accordance with the applicable local and State law and regulations. The Servicer must make sure that GMAC-RFC's lien priority is not altered. For Loans registered with MERS, the Servicer shall be required to prepare and execute all instruments, notices and other documents in connection with the modification of the Loan in accordance with MERS' rules and procedures, as amended from time to time.

The Servicer may receive an incentive payment in the amount of \$400 for each successfully completed Loan modification. For Loan modifications that include capitalization the Servicer will request the incentive payment along with the reimbursement request for the capitalized arrearages. For Loan modifications other than capitalizations the Servicer is required to submit a spreadsheet at month end for Loan modifications completed during that month. See the **Marketing REO Assets** section. The Spreadsheet should be sent to GMAC-RFC's Claims Administration Department at [Bur-MSClaims@gmacrescap.com](mailto:Bur-MSClaims@gmacrescap.com).

Only one Loan modification incentive fee is allowed for the life of a Loan. Loan modifications where the next and/or first adjustment date is delayed into the future do not qualify for the incentive payment.

### 438 Bankruptcies

#### (A) General

The Servicer must take appropriate action to protect GMAC-RFC's interest during bankruptcy proceedings in which the Borrower is the debtor. At a minimum, the Servicer must:

- Comply with all applicable laws and regulations
- Obtain competent legal counsel
- Obtain a copy of the Borrower's (debtor's) bankruptcy petition and other bankruptcy notices
- Accurately complete and file a Proof of Claim within the time limitations set by the Bankruptcy Court
- Maintain copies of all relevant documents including the notice of first meeting of creditors, Proof of Claim, pleading, notices, etc.
- Determine whether the Borrower wishes to keep the **Mortgaged Premises** and reaffirm the debt
- Review any repayment plan proposed under Chapter 11 or 13 of the Bankruptcy Code, and respond in a manner that represents GMAC-RFC's best interest
- If appropriate, file an action with the Bankruptcy Court to obtain abandonment of the Mortgaged Premises and an order lifting the Automatic Stay
- Monitor receipt of payments under any approved repayment plan and, if the Borrower defaults on these payments while under a court-approved repayment plan, instruct its designated attorney to take immediate action to modify the stay order and institute or resume foreclosure proceedings
- Perform a monthly drive-by inspection of the Mortgaged Premises for any Loan delinquent 60 days or more unless a repayment plan is in place and being followed
- Obtain the Fair Market Value in accordance with judicial requirements, where relief is possible due to a lack of equity

The Servicer must be familiar with non-reimbursable fees and costs and allowable limits as referenced in the **Non-reimbursable Expenses** Section of this Servicer Guide and the Expense Reimbursement Guidelines **GMAC-RFC Form 2404**.

The Servicer must adhere to the appropriate timelines as follows:

Bankruptcy	Delinquency Status	Referral to Attorney	Timeline
Chapter 7	Loan is current or less than 30 days delinquent when the bankruptcy is filed	After the 30th day of delinquency	Case completion no later than the Loan's 135th day of delinquency.
For Chapter 7, case completion is defined as: Termination of Automatic Stay, case dismissed or closed, or Trustee's abandonment of interest in the secured property.			

## Modification Program Overview

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The program provides loan modifications to our homeowners to achieve its dual objectives:

- Keep homeowners in their homes by making the loan more affordable
- Reduce investor losses by reducing loan defaults

Typically, homeowners who require loan modification have experienced some type of life event that has temporarily or permanently reduced their income or increased their expenses

However, homeowners who have not experienced any financial hardship but whose loan has become unaffordable due to an interest rate increase are also eligible for loan modification.

All modification decisions are made on an asset-level and are not influenced by factors such as loan type, loan amount, or legal representation status.

Modifications take the form of changes to the terms of the mortgage loan. A modification may include reduction of the interest rate, and extension of the repayment term, or a reduction in the principal balance of the loan, or a combination of all three. All changes are made to make the payment more affordable to the homeowner.

GMAC offers four different modification programs:

- **HAMP** – HAMP stands for the Home Affordable Modification Program as is a program designed by the US Treasury Department and overseen by FNMA and FHLMC. A loan does not have to be a conforming loan (owned by FNMA or FHLMC) to be eligible for HAMP.
- **Traditional Modification** – Offered on qualified first and second lien mortgages that are not eligible for HAMP. The eligibility requirements and modification types offered vary by investor.
- **Second Lien Bulk Modification** – Offered on loans that are 62 plusdays delinquent where in the past we have been unable to establish contact with a homeowner. The eligibility requirements and modification types vary by investor.
- **Framework (Bush) Modification** – Offered to qualified homeowners to prevent payment shock from the initial ARM interest rate resets. With this modification, the interest rate is frozen for five years. No other adjustments, including term extension or capitalization of arrearages, are made. Loans that are up to 60 days delinquent may qualify for the Framework modification program.
- **GMAC ResCap Preemptive Modification** (Retired) – Offered to homeowners whose ARM loans are current in payment but did not meet the criteria for the

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GMAC-02-000193

Fx 77

Framework Modification. This modification is also offered to qualified homeowners to prevent payment shock from ARM interest rate resets. With this modification, the interest rate is frozen for five years. No other adjustments, including term extension or capitalization of arrearages, are made.

Revised Date: 02/13/2009

## Custom Modification Types

The table below describes custom Modification types and usage.

<b>Modification Types Addressing Arrearages:</b>	
<b>Type</b>	<b>Definition</b>
Capitalization	Adds delinquent amount (delinquent interest, escrow shortage, and/or unpaid default fees) to the unpaid principal balance (UPB) of the loan. • The loan is reamortized in conjunction with the capitalization.
Debt Forgiveness	Forgives <u>all</u> or <u>part</u> of the delinquent amount (delinquent interest, escrow shortage, and/or unpaid default fees). • Any forgiven amounts are essentially written off and no longer due from the borrower.
<b>Modification Types for Long-Term Affordability:</b>	
<b>Type</b>	<b>Definition</b>
Term Extension	The loan's maturity date is extended beyond the contractual maturity date from closing. • The loan is reamortized over the increased term.
Permanent Interest Rate Reduction	The loan's interest rate is permanently reduced for future payments. • The reduction in interest rate lowers the monthly P&I payment for the remaining term of the loan.
Debt Forgiveness	Forgives a <u>portion</u> of the loan balance. • Any forgiven amounts are essentially written off and no longer due from the borrower. • The monthly payment is recalculated using the reduced loan balance.

## Modification Approval Guide

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**GMAC-02-000194**

# **EXHIBIT 15**

# **EXHIBIT 15**

03/10/09

FORECLOSURE REPAYMENT AGREEMENT

JEAN M GAGNON  
PAMELA LONGONI  
5540 TWIN CREEKS DRIVE  
RENO NV 89523

RE: Account Number 7440353498  
Property Address 5540 TWIN CREEKS DRIVE  
RENO NV 89523

JEAN M GAGNON PAMELA LONGONI ("Customer") and Homecomings Financial, LLC ("Lender"), in consideration for the mutual covenants set forth in this Foreclosure Repayment Agreement (the "Agreement"), hereby agree as follows:

1. There is an outstanding debt to the Lender pursuant to a note and mortgage or deed of trust or equivalent security instrument (the "Mortgage") executed on 09/29/05, in the original principal amount of \$432000.00.
2. The account is presently in default for non-payment to Lender of the 12/01/08 installment and all subsequent monthly payments due on the Mortgage for principal, interest, escrows and charges.
3. The amount necessary to cure the default is \$16494.65 plus such additional amounts that are presently due under the terms of the loan documents as of 03/10/09, and will increase until the default in the account is brought current.
4. Lender has instituted foreclosure proceedings against the property securing the Mortgage indebtedness, which proceedings will continue until the default(s) described herein is/are brought current under the terms of the Mortgage, or otherwise cured as provided for in this Agreement.
5. Notwithstanding the foregoing, Lender agrees to suspend but not terminate foreclosure activity on the default account, provided we receive the executed Agreement and we receive the initial installment in the amount of ~~\$2270~~ no later than . This executed Agreement can be mailed or faxed to us at:

\$1600.00

per Note  
Stephenson -

Adding new  
documents

03/10/09

Account Number 7440353498

Page Two

Homecomings Financial, LLC  
Attention: Default Payment Processor  
3451 Hammond Avenue  
Waterloo, IA 50702  
Fax: 866-340-5043

6. Pursuant to your request you agree to pay the remainder of the default, \$14224.65, as indicated in the Payment Schedule enclosed and made a part hereof by reference. Customer understands that payments due under the Payment Schedule may include amounts due for real estate taxes and insurance, and the Payment Schedule amounts may, in such event, have to be increased, at the sole option of the Lender, if the items for such escrow purposes should increase during the duration of the Agreement.
7. All payments under this Agreement, including the regular monthly payments, shall be made in certified funds or cashier's check, shall include the account number on the Customer's check or on a written attachment to the check, and shall be sent to the following address:

Homecomings Financial, LLC  
Attention: Default Payment Processor  
3451 Hammond Avenue  
Waterloo, IA 50702

Additional methods of remitting payments under this agreement are:

- Money Gram using a Receive Code of 3149
- Western Union using a Code City and State of home ia

If payment is tendered in any other form, Lender may return the payment and invoke any remedies available under the loan documents and this Agreement.

8. In the event we do not receive timely payment called for under this Agreement, Lender may, without further notice to Customer, undertake or continue collection or foreclosure activities. In such event, any payments tendered under this Agreement shall be applied to the account in the manner specified in the Mortgage, and there will be no right to a refund of the tendered funds. In the event Lender chooses to accept any payment not in the full amount called for under this Agreement, such acceptance shall not be deemed a waiver of Lender's right to declare a default under this Agreement. Upon any default in meeting the terms of this Agreement, any such payments received under the terms of this Agreement shall be applied first against the default in the account, with the excess, if any, then applied according to the terms of the Mortgage. The parties expressly understand and agree time shall be of the essence as to the obligation under this Agreement.

03/10/09

Account Number 7440353498

Page Three

9. Customer understands and agrees that all other provisions, covenants and agreements set forth in the Mortgage shall remain in force and effect during the duration of this Agreement and thereafter, and this Agreement shall not constitute a modification or extension of the Mortgage.
10. If a notice of a new or subsequent bankruptcy is received during the duration of this Agreement, the Agreement will automatically be voided.
11. Acceptance of any payment hereunder shall not constitute a cure nor be deemed a waiver of the existing default, and in no manner shall such acceptance prejudice any rights of Lender to proceed with the Trustee Sale Action noticed in the Notice of Default, and shall not constitute a violation of California Code of Civil Procedure Section 726.580(a), 580(d) (the One Form of Action Rule), and shall not invalidate the Notice of Default. Customer expressly relinquishes and waives any rights, claims and defenses Customer may have under any of the Code of Civil Procedure Sections or under the Loan with regard to any whole or partial payments, whether current, past or future.
12. If any additional amounts are added to the loan to be collected that have not been addressed in this agreement, those amounts will need to be paid at the conclusion of this agreement.

**Notice:** This is an attempt to collect a debt, and any information obtained will be used for that purpose. If your debt has been discharged in bankruptcy, our rights are being exercised against the collateral for the above-referenced account, not as a personal liability.

If you have any additional questions, please contact us at 800-799-9250, extension .

Loss Mitigation Department  
Loan Servicing

Enclosure

03/10/09  
Account Number 7440353498  
Page Four

\*\*\*\*\*CERTIFIED FUNDS ONLY\*\*\*\*\*

NOTE: There is no grace period during this Agreement. Pursuant to your request and in order to cure the default on this account, all payments must be received on or before the due date.

RECEIVED AND AGREED:

\_\_\_\_\_  
JEAN M GAGNON (Seal)  
Customer Date

\_\_\_\_\_  
PAMELA LONGONI  
Customer Date

Upon receipt of the signed agreement, we as the Servicer will also execute to indicate our concurrence with this agreement.

\_\_\_\_\_  
Servicer

5:15

*Did Not  
Send -  
Wrong amount  
indicated*

**SIGN AND RETURN THIS PAGE ONLY**

\*\*\*\*\* FAX TO 866-340-5043 \*\*\*\*\*

Homecomings Financial, LLC  
O. Box 205

PAGE 1  
DATE 03/10/09

waterloo IA 50704

REPAYMENT AGREEMENT-7440353498

----- MAIL ----- PROPERTY -----

JEAN M GAGNON  
PAMELA LONGONI  
5540 TWIN CREEKS DRIVE

5540 TWIN CREEKS DRIVE

RENO NV 89523 RENO NV 89523

----- DATES -----		----- CURRENT BALANCES -----		----- UNCOLLECTED -----	
PAID TO	11/01/08	PRINCIPAL	439177.63	LATE CHARGES	2917.40
NEXT DUE	12/01/08	ESCROW	-1592.27	OPTIONAL INS	0.00
LAST PMT	11/27/08	UNAPPLIED FUNDS	0.00	INTEREST	0.00
AUDIT DT	11/29/05	UNAPPLIED CODES		FEES	94.25
LAST ACTIVITY	03/10/09	BUYDOWN FUNDS	0.00	DFLT EXP PD	0.00
		BUYDOWN CODE		DFLT EXP UNPD	2687.85

PMT NUM	PLAN DUE DATE	PMT AMOUNT	PLAN AMOUNT	AMOUNT TO REG PMT	AMT TO LC/UNCOL	UNAPPLIED BALANCE	FIRST/LAST PMT APPLIED
01	03/30/09	2270.00		0.00	0.00	2270.00	
02	04/30/09	2270.00		2933.18	0.00	1606.82	12/08
	05/30/09	2270.00		2933.18	0.00	943.64	01/09
	06/30/09	19421.76		14665.90	5699.50	0.00	02/09 06/09

PLAN TOTAL 26231.76

E - ESCROW CHANGE A - ALTERNATIVE LOAN P&I CHANGE B - BUYDOWN SUBSIDY CHANGE

I (WE) AGREE TO THE REPAYMENT SCHEDULE AS SET FORTH ABOVE. THE AMOUNT OF EACH PAYMENT IS SUBJECT TO CHANGE BASED ON SCHEDULED ALTERNATIVE MORTGAGE P&I, ESCROW OR OTHER PAYMENT CHANGES. ALL PROVISIONS OF THE NOTE AND MORTGAGE/DEED OF TRUST REMAIN IN FULL FORCE AND EFFECT.

\_\_\_\_\_  
JEAN M GAGNON

\_\_\_\_\_  
PA A LONGONI

000 COL11286

LONG-0164

# **EXHIBIT 16**

# **EXHIBIT 16**

**TIMELINE OF EVENTS/E-MAILS**

DATE	TO/FROM	CONTENT
2/25/09		<b>Notice of Breach and Default executed and notarized</b>
2/26/09		<b>Notice of Breach and Default filed with Recorder's Office</b>
4/2/09	Pam to Nate	E-mail: Hi Nate, So I got this weird call this a.m. at the house from Homecomings leading me through all these prompts to make the \$1600 payment. So I followed the steps and made the payment accordingly. My confirmation number is 684165546. The payment was \$1600 plus a \$7.50 transaction fee. Whew! I'm glad that's over. And now I don't have to go hassle with Western Union. So when is my next payment due? Thanks for everything! You rock!
4/2/09	Nate to Pam	E-mail: That's great!!! Your next payment is due 4/30/09 for \$1600. All that I am awaiting on in order to make this a permanent change (next 5 yrs) is approval from the Vice President of the Bank. I should know the outcome in the next month (ish) :). Thanks, Nate.
4/2/09	Pam to Nate	E-mail: Oh?? I thought this was a "for sure" thing. There's a chance it will not go through?
4/2/09	Nate to Pam	E-mail: Your trail modification is approved, but since I am trying to write off \$176K from your loan, I need to get approval from our Vice President. There is a chance that she may come back and say no. I have done the analysis already and it seems to be a win win situation, so I am fairly confident that it will get approved for a permanent modification.
4/20/09	Pam to Nate	E-mail: Hello Nate, how are you? I'm just following up. I will make another payment of \$1600 next Thursday the 30 <sup>th</sup> . I still have not received any documentation regarding the modification. I know you told me not to worry, but I'm just weird that way! Do you still feel confident that this will go through? I am absolutely certain that anything higher than \$1600 a month will just make it a matter of time before we would have to mail you the keys – yuck. Have a great week. Pam
4/21/09	Nate to Pam	E-mail: Hi Pam, sorry to take so long to get back to you. I have been out sick. I am still waiting on approval from our VP. Things are a little backed up here due to the current state of the housing market. I'll let you know as soon as I hear anything. Hope all is well. Thanks, Nate

4/21/09	Pam to Nate	E-mail: Nate, sorry to hear you aren't feeling well. I will wait to hear back from you. Tell that VP not to let me lose my house! Ha. Take care, Pam
4/21/09	Nate to Pam	E-mail: I'll let her know. Thanks, Nate
4/28/09	Pam to Nate	E-mail: Hi Nate, I was just looking at my mortgage information on line, and it indicates that the last payment of \$1600 was received, as well as the \$7.50 fee for processing. Then on April 7 <sup>th</sup> it indicates that the fees in the amount of \$2316.30 have been charged to the account. What does this mean, and am I responsible to pay that? I will be making another payment of \$1600 on Thursday. Thanks! Pam
4/28/09	Nate to Pam	E-mail: Hi Pam, the \$2316.30 is actually the escrow shortage. I have added that back into the loan already. I just took a look at the notes on your loan and it looks as if <b>one manager looked at it and agreed that it was a win win situation</b> , but because it is \$186K that we are trying to write off, it has to go a little higher. Thanks, Nate.
4/29/09	Pam to Nate	E-mail: Hi Nate, what has to go a little higher? Can you tell me the balance of the loan?
4/28/09	Nate to Pam	E-mail: Hi, it has to go to higher management, due to the amount. The balance that I am showing is \$439177.63. <b>If we get this MOD approved your balance will drop to \$269,677.03 for five years.</b>
4/28/09	Pam to Nate	E-mail: Hi again, Ok, I get it – sort of. So \$439,000 minus \$186,000 is \$253,000 (and change) not \$269,000, right? And so what happens after five years? The interest rate goes up, and the principal goes back? I know, I'm such a pest. I owe you. Pam
4/28/09	Nate to Pam	E-mail: <b>The \$186K includes \$15K in interest. So the actual principal that is being written off is around \$169K. After 5 yrs your rate will increase by no more than 1% per year. The highest it can go is 13.875%. The principle will be gone forever.</b> Don't worry about being a pest, that's what I'm here for!!! Let me know if you can think of anything else.
5/1/09	Pam to Nate	E-mail: Nate, it's the pest again. I'm working from home today, and tried first thing to make my payment via online and I also called. <b>The rep on the phone wouldn't take the payment.</b> Please help. Last month it worked on the phone...what should I do? I have to leave the house in 45 mins... maybe you could call me on my cell phone at 775-530-5251. Thank you! Pam

5/1/09	Nate to Pam	E-mail: Hi Pam, it looks like someone put a <b>"Certified Funds Flag"</b> on your acct. Basically that means that the only pymt that we can take has to be certified. I have removed that flag. Could you please try one more time and see if that solved the problem. Please let me know what happens and we'll go from there. Hope all is good. Thanks, Nate
5/5/09	Pam to Nate	E-mail: Hi Nate, <b>so I made my payment of \$1600 on Friday, May 1<sup>st</sup> via Western Union. I just got a call from Homecomings stating that my payment has not been received. Can you please check for me? Thanks, Pam</b>
5/5/09	Nate to Pam	E-mail: <b>According to what I see we rcv'd \$1600 yesterday.</b> You're good to go!!! It doesn't look like our VP has had a chance to look at this yet. (We are swamped!!!!!!!!!!) <b>The notes that I saw are good though (indicating that it makes sense to do the Modification).</b> We still have 2 months before I would have to set up a plan. So everything is still sort of on hold. Hope all is well. Let me know if you have any other questions. Thanks, Nate
5/26/09	Pam to Nate	E-mail: Hi Nate, I hope all is well. I will be making my third payment of \$1600 on Friday. However, I still have not received any paperwork re: the modification. Do you have an update for me? And do I still continue the \$1600 next month? I hope so. I would never be able to afford more. I also have a friend who has a loan with Homecomings/GMAC. His situation is very similar to mine. Can I refer im to you and see if you can help him? Thanks, Pam
5/26/09	Nate to Pam	E-mail: Hi Pam, hope that you are doing well. I don't have an update for you yet. <b>You should continue to make the \$1600 pmt.</b> We should be getting an update fairly soon. Once the decision has been made then paperwork will be sent out with the new terms. I am actually moving to a different team next week so I will not be able to help your friend, but if he just calls in someone will be able to help him with his situation. Let me know if you can think of any other questions. Have a good one!! Thanks, Nate
5/27/09	Pam to Nate	E-mail: Hi Nate, I feel comfortable corresponding with you re: my loan. Since you are moving to another team, should I contact someone else? I am so fearful this won't be approved, and I will lose my house. Thank you for all you've done. Pam
5/27/09	Nate to Pam	E-mail: Hi Pam, I am not sure who your loan is going to be assigned to, but as soon as I find out I will let you know who you can contact. Thanks, Nate

6/29/09	Pam to Nate	E-mail: Nate, I can't seem to get a hold of anyone who knows anything about the modification you were working on. Homecomings sent me information indicating that my payment was as it was before, and the balance was the same. Please help!!!!
6/30/09	Nate to Pam	E-mail: Hi Pam, I e-mailed my old dept yesterday and they responded that the file has been sent for final management approval. The person handling the file is Landon Huck. I hope that this helps you. Good luck.
6/30/09	Pam to Nate	E-mail: Hi Nate, do you have any contact information for Landon? Thank you for still helping us. Hope you are having a nice summer. Pam
6/30/09	Nate to Pam	E-mail: Hi Pam, I am sorry I am not able to give you the contact info. <b>I did, however, rcv an e-mail stating that the MOD had been approved yesterday, but that is all I know.</b> You may want to call in and see if you can get some more details. Thanks, Nate
6/30/09	Pam to Nate	E-mail: Nate, when I call the regular Homecomings 800 number, no one knows any information. Do you have a suggestion as to what department I could start with? So it was approved? Does that mean the \$1600 payment and the principal reduction? Wow!
6/30/09	Nate to Pam	E-mail: You might be able to try 1 800 799 9250
6/30/09	Pam to Nate	E-mail: So "approved" means \$1600 a month and the principal reduction?
6/30/09	Nate to Pam	E-mail: That is the way that I had it set up, however, I am not sure if that was how it was approved or not. Thanks, Nate
7/9/09	Pam to Nate	<b>E-mail: Nate, I have been trying to make the \$1600 payment for SIX days, and to no avail. I finally reached financial services this morning and was told by some guy named Henry that our modification was NOT APPROVED and we owe \$19,000 some odd dollars or they will sell our house!! He would not accept the \$1600 payment and said that was only set up for three months. Nate, you assured me that this was approved and everything would be okay. Please help. I can't get anyone at GMAC/Homecomings to understand our situation. Now what do we do? I can't lose my house. If I do, my ex will take my kids away from me. Please e-mail or call me.</b>

7/9/09	Pam to Nate	E-mail: Pam, It looks like they are trying to put you onto an Obama Modification. <b>Your Foreclosure is on Hold. GMAC does not want to take your house.</b> When we last talked I said that from the information that I could gather from my old dept. this was waiting to be approved by management. I am not sure what happened with that, but when I had originally set you up it was a traditional GMAC Mod. We are now trying to put everyone into the Obama plan. Per the notes that I saw Landon Huck gave you a call on 7/02. There is an Obama pckg that you can download from <a href="http://www.gmacmortgage.com">www.gmacmortgage.com</a> . Go to Resource Center, then go to Homeowner Help, Download the financial analysis PDF. You can fax it to 866-709-4744. There will be a check list for the items that we need. I am sure that we have most of it, but please try to send it all to be sure. I want you to know that we will try to do everything we can before we proceed with a foreclosure. Unfortunately, I can't do anything with the file myself because I am no longer with this group. I hope this helps you a little bit. Sorry for all of the confusion. Thanks, Nate.
7/9/09	Pam to Nate	E-mail: Nate, I know you are no longer with this group, but you are the only contact I have. I have NEVER received a call from Landon Huck. How can I reach him? Can you e-mail him and have him contact me? I was out of town on 7/2... but never had a message or anything. What is an Obama Modification? Thx, P
7/9/09	Nate to Pam	E-mail: Hi Pam, I will e-mail Landon and have him give you a call. The Obama Modification is a program that the govt came out with in mid April, and we started doing them in mid May. It is basically a subsidized program that allows us to drop payments down to 31% of the borrowers gross income. It allows us to be a little more aggressive with our rates and debt forgiveness. Thanks, Nate
7/23/09		<b>Notice of Trustee's Sale filed with Recorder's Office Set sale date of 8/14/09 11:00 a.m.</b>
8/3/09	Pam to Nate	E-mail: Nate, I hate to bother you but I have no alternative. I am absolutely unable to get any assistance from GMAC at all and now I am getting notices in my mail from some place called ETS saying my house is being sold at auction on the 18 <sup>th</sup> . Why is this happening? I thought everything was going smoothly. I have NEVER received anything from GMAC. Please Nate, please help. Thanks, Pam

8/3/09	Nate to Pam	E-mail: Hi Pam, apparently, you need to send in the workout package that you can download from our website. Once we get that then they can work on it. The instructions are below. Hope that this helps. Also please include your acct number on everything that you send. Thanks, Nate
8/4/09		Longoni received Fed Ex deliver from GMAC with Obama (HAMP) modification documents.
8/10/09		Returned Obama Modification documents to GMAC
8/14/09		<b>Trustees Sale</b>

11 N. Haskell Ste 1200

Dallas, TX 75204

PH: 214-874-2478

Fax: 866-267-9693

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**From:** Pam Longoni [mailto:plongoni@etsreno.com]  
**Sent:** Monday, August 03, 2009 10:55 AM  
**To:** Stephenson, Jonathan - TX  
**Subject:** RE: OMG!! URGENT!! PLEASE!!! LONGONI

Nate,

I hate to bother you, but I have no alternative. I am absolutely unable to get any assistance from GMAC at all and now I am getting notices in my mail from some place called ETS saying my house is being sold at auction on the 18<sup>th</sup>. Why is this happening? I thought everything was going smoothly. I have NEVER received anything from GMAC. Please Nate, please help.

Thanks,

Pam

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**From:** Stephenson, Jonathan - TX [mailto:Jonathan.Stephenson@gmacreescap.com]  
**Sent:** Thursday, July 09, 2009 9:26 AM  
**To:** Pam Longoni  
**Subject:** RE: OMG!! URGENT!! PLEASE!!! LONGONI

Hi Pam,

I will e-mail Landon and have him give you a call. The Obama Modification is a program that the govt came out with in Mid April, and we started doing them in mid May. It is basically a subsidized program that allows us to drop payments down to 31% of the borrowers gross income. It allows us to be a little more aggressive with our rates and Debt forgiveness.

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

---

**From:** Pam Longoni [mailto:plongoni@etsreno.com]  
**Sent:** Thursday, July 09, 2009 11:21 AM  
**To:** Stephenson, Jonathan - TX  
**Subject:** RE: OMG!! URGENT!! PLEASE!!! LONGONI

Nate,

I know you are no longer with this group, but you are the only contact I have. I have NEVER received a call from Landon Huck. How can I reach him? Can you e-mail him and have him contact me? I was out of town on 7/2 ... but never had any message or anything.

What is an Obama Modification?

Thx,

P

---

**From:** Stephenson, Jonathan - TX [mailto:Jonathan.Stephenson@gmacreescap.com]  
**Sent:** Thursday, July 09, 2009 9:10 AM

**Pam Longoni**

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**From:** Stephenson, Jonathan - TX [Jonathan.Stephenson@gmacescap.com]  
**Sent:** Thursday, July 09, 2009 9:10 AM  
**To:** Pam Longoni  
**Subject:** RE: OMG!! URGENT!! PLEASE!!! LONGONI

Pam,

It looks like they are trying to put you onto an Obama Modification. Your Foreclosure is on Hold. GMAC does not want to take your house. When we last talked I said that, from the information that I could gather from my old dept, this was waiting to be approved by management. I am not sure what happened with that, but when I had originally set you up it was a traditional GMAC Mod. We are now trying to put everyone into the Obama plan. Per the notes that I saw Landon Huck gave you a call on 7/02. There is an Obama pkg that you can download from [www.gmacmortgage.com](http://www.gmacmortgage.com)

Go to Resource Center

Then Go to Homeowner Help

Download the Financial Analysis PDF.

You can fax it to 866 709 4744.

There will be a check list for the items that we need. I am sure that we have most of it, but please try to send it all to be sure.

I want you to know that we will try to do everything we can before we proceed with a foreclosure. Unfortunately I can't do anything with this file myself because I am no longer with this group. I hope this helps you a little bit. Sorry for all of the confusion.

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

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**From:** Pam Longoni [mailto:plongoni@etsreno.com]  
**Sent:** Thursday, July 09, 2009 10:31 AM  
**To:** Stephenson, Jonathan - TX  
**Subject:** OMG!! URGENT!! PLEASE!!! LONGONI

Nate,

I have been trying to make the \$1600 payment for SIX days, and to no avail. I finally reached financial services this morning and was told by some guy named Henry that our modification was NOT APPROVED and we owe \$19,000 some odd dollars or they will sell our house!!! He would not accept the \$1600 payment and said that was only set up for three months. Nate, you assured me that this was approved and everything would be okay. Please help. I can't get anyone at GMAC/Homecomings to understand our situation. Now what do we do? I can't lose my house. If I do, my ex will take my kids away from me.

Please e-mail or call me.

**Pam Longoni, Legal Assistant to:**  
**JOHN C. BOYDEN, ESQ.**  
**Trickson, Thorpe & Swainston, Ltd.**  
**9 West Arroyo Street**  
**P.O. Box 3559**  
**Reno, Nevada 89505**

**Pam Longoni**

Exhibit 16 Pg 10 of 21

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**From:** Stephenson, Jonathan - TX [Jonathan.Stephenson@gmacescap.com]  
**Sent:** Tuesday, June 30, 2009 9:41 AM  
**To:** Pam Longoni  
**Subject:** RE: Longoni

That is the way that I had it set up, however, I am not sure if that was how it was approved or not.

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

---

**From:** Pam Longoni [mailto:plongoni@etsreno.com]  
**Sent:** Tuesday, June 30, 2009 11:39 AM  
**To:** Stephenson, Jonathan - TX  
**Subject:** RE: Longoni

So "approved" means \$1600 a month and the principal reduction?

---

**From:** Stephenson, Jonathan - TX [mailto:Jonathan.Stephenson@gmacescap.com]  
**Sent:** Tuesday, June 30, 2009 9:30 AM  
**To:** Pam Longoni  
**Subject:** RE: Longoni

You might be able to try 1 800 799 9250.

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

---

**From:** Pam Longoni [mailto:plongoni@etsreno.com]  
**Sent:** Tuesday, June 30, 2009 11:19 AM  
**To:** Stephenson, Jonathan - TX  
**Subject:** RE: Longoni

Nate,  
When I call the regular Homecomings 800 number, no one knows any information. Do you have any suggestion as to what department I could start with? So it was approved? Does that mean the \$1600 payment and the principal reduction?

WOW!

**From:** Stephenson, Jonathan - TX [mailto:Jonathan.Stephenson@gmacreap.com]  
**Sent:** Tuesday, June 30, 2009 9:12 AM

**To:** Pam Longoni

**Subject:** RE: Longoni

Hi Pam,

I am sorry I am not able to give you the contact info. I did, however, rcv an e-mail stating that the Mod had been approved yesterday, but that is all that I know. You may want to call in and see if you can get some more details.

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

---

**From:** Pam Longoni [mailto:plongoni@etsreno.com]

**Sent:** Tuesday, June 30, 2009 11:00 AM

**To:** Stephenson, Jonathan - TX

**Subject:** RE: Longoni

Hi Nate,

Do you have any contact information for Landon? Thank you for still helping us ☺

Hope you are having a nice summer.

Pam

---

**From:** Stephenson, Jonathan - TX [mailto:Jonathan.Stephenson@gmacreap.com]

**Sent:** Tuesday, June 30, 2009 7:08 AM

**To:** Pam Longoni

**Subject:** RE: Longoni

Hi Pam,

I e-mailed my old dept yesterday and they responded that the file has been sent for final management approval. The person handling the file is Landon Huck. I hope that this helps you. Good luck.

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

---

**From:** Pam Longoni [mailto:plongoni@etsreno.com]

**Sent:** Monday, June 29, 2009 5:15 PM

**To:** Stephenson, Jonathan - TX

**Subject:** Longoni

Nate,  
I can't seem to get a hold of anyone who knows anything about the modification you were working on. Homecomings sent me information indicating that my payment was as it was before, and the balance was the same. Please help!!!!

---

**From:** Stephenson, Jonathan - TX [Jonathan.Stephenson@gmacrescap.com]  
**Sent:** Wednesday, May 27, 2009 8:37 AM  
**To:** Pam Longoni  
**Subject:** RE: Longoni Loan

Hi Pam,

I am not sure who your loan is going to be assigned to, but as soon as I find out I will let you know who you can contact.

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

---

**From:** Pam Longoni [mailto:plongoni@etsreno.com]  
**Sent:** Wednesday, May 27, 2009 10:31 AM  
**To:** Stephenson, Jonathan - TX  
**Subject:** RE: Longoni Loan

Hi Nate,

I feel comfortable corresponding with you re: my loan. Since you are moving to another team, should I contact someone else? I am so fearful that this won't be approved, and I will lose my house.  
Thank you for all you've done.

Pam

---

**From:** Stephenson, Jonathan - TX [mailto:Jonathan.Stephenson@gmacrescap.com]  
**Sent:** Tuesday, May 26, 2009 11:43 AM  
**To:** Pam Longoni  
**Subject:** RE: Longoni Loan

Hi Pam,

Hope that you are doing well. I don't have an update for you yet. You should continue to make the \$1600 pymt. We should be getting an update fairly soon. Once the decision has been made then paperwork will be sent out with the new terms. I am actually moving to a different team next week so I will not be able to help your friend, but if he just calls in someone will be able to help him with his situation. Let me know if you can think of any other questions. Have a good one!!

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

---

**From:** Pam Longoni [mailto:plongoni@etsreno.com]  
**Sent:** Tuesday, May 26, 2009 12:36 PM

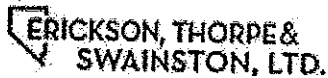
Hi Nate,

Hope all is well. I will be making my third payment of \$1600 on Friday. However, I still have not received any paperwork re: the modification. Do you have any update for me? And do I still continue the \$1600 next month? I hope so. I would never be able to afford more.

I also have a friend who has a loan with Homecomings/GMAC. His situation is very similar to mine. Can I refer him to you and see if you can help him?

Thanks,

**Pam Longoni, Legal Assistant to:**  
**JOHN C. BOYDEN, ESQ.**  
**Erickson, Thorpe & Swainston, Ltd.**  
**99 West Arroyo Street**  
**P.O. Box 3559**  
**Reno, Nevada 89505**  
**Phone: (775) 786-3930, ext. 222**  
**Fax: (775) 786-4160**  
[plongoni@etsreno.com](mailto:plongoni@etsreno.com)



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**Pam Longoni**

Exhibit 16 Pg 14 of 21

**From:** Stephenson, Jonathan - TX [Jonathan.Stephenson@gmacrescap.com]  
**Sent:** Tuesday, May 05, 2009 2:10 PM  
**To:** Pam Longoni  
**Subject:** RE: More Longoni Drama

According to what I see we rcv'd \$1600 yesterday. You're good to go!! It doesn't look like our VP has had a chance to look at this yet, (We are swamped!!!!!!) The notes that I saw are good though (indicating that it makes sense to do the Modification). We still have 2 months before I would have to set up plan. So everything is still sort of on hold. Hope all is well. Let me know if you have any other questions.

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

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**From:** Pam Longoni [mailto:plongoni@etsreno.com]  
**Sent:** Tuesday, May 05, 2009 3:58 PM  
**To:** Stephenson, Jonathan - TX  
**Subject:** More Longoni Drama

Hi Nate,

So I made my payment of \$1600 on Friday, May 1<sup>st</sup> via Western Union. I just got a call from Homecomings stating that my payment has not been received. Can you please check for me?

Thanks,

**Pam Longoni, Legal Assistant to:**  
**JOHN C. BOYDEN, ESQ.**  
**Erickson, Thorpe & Swainston, Ltd.**  
**99 West Arroyo Street**  
**P.O. Box 3559**  
**Reno, Nevada 89505**  
**Phone: (775) 786-3930, ext. 222**  
**Fax: (775) 786-4160**  
[plongoni@etsreno.com](mailto:plongoni@etsreno.com)



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---

**From:** Stephenson, Jonathan - TX [Jonathan.Stephenson@gmacescap.com]  
**Sent:** Friday, May 01, 2009 8:30 AM  
**To:** Pam Longoni  
**Subject:** RE: LONGONI

Hi Pam,

It looks like someone put a "Certified Funds Flag" on your acct. Basically that means that the only pymt that we can take has to be certified. I have removed that flag, could you please try one more time and see if that solved the problem. Please let me know what happens, and we'll go from there. Hope all is good.

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

---

**From:** Pam Longoni [mailto:plongoni@etsreno.com]  
**Sent:** Friday, May 01, 2009 9:44 AM  
**To:** Stephenson, Jonathan - TX  
**Subject:** Re: LONGONI

Nate,

), it's the pest again. I'm working from home today, and tried first thing to make my payment via online and I also called. The rep on the phone wouldn't take the payment. Please help. Last month it worked on the phone... what should I do? I have to leave the house in about 45 mins... maybe you could call me on my cell phone at 775-530-5251.

Thank you!

Pam Longoni

----- Original Message -----

**From:** Stephenson, Jonathan - TX  
**To:** Pam Longoni  
**Sent:** Tuesday, April 28, 2009 12:18 PM  
**Subject:** RE: LONGONI

The \$186K includes \$15k in interest. So the actual principal that is being written off is around \$169K. After 5 yrs your rate will increase by no more than 1% per year. The highest that it can go is 13.875%. The principle will be gone forever. Don't worry about being a pest, that's what I'm here for!!! Let me know if you can think of anything else.

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

---

**From:** Pam Longoni [mailto:plongoni@etsreno.com]  
**Sent:** Tuesday, April 28, 2009 1:31 PM  
**To:** Stephenson, Jonathan - TX  
**Subject:** RE: LONGONI

Hi again,

Ok, I get it – sort of. So \$439,000 minus \$186,000 is \$253,000 (and change), not \$269,000, right? And so what happens after five years? The interest rate goes up, the principal goes back?

I know, I'm such a pest. I owe you.

Pam

---

**From:** Stephenson, Jonathan - TX [mailto:Jonathan.Stephenson@gmacescap.com]

**Sent:** Tuesday, April 28, 2009 11:20 AM

**To:** Pam Longoni

**Subject:** RE: LONGONI

Hi,

It has to go to higher management, due to the amount. The balance that I am showing is 439177.63. If we get this MOD approved your balance will drop to \$269,677.03 at 3% for five years.

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

---

**From:** Pam Longoni [mailto:plongoni@etsreno.com]

**Sent:** Tuesday, April 28, 2009 1:15 PM

**To:** Stephenson, Jonathan - TX

**Subject:** RE: LONGONI

Hi Nate,

What has to go a little higher? Can you tell me the balance of the loan?

---

**From:** Stephenson, Jonathan - TX [mailto:Jonathan.Stephenson@gmacescap.com]

**Sent:** Tuesday, April 28, 2009 11:14 AM

**To:** Pam Longoni

**Subject:** RE: LONGONI

Hi Pam.

The 2316.30 is actually the escrow shortage. I have added that back into the loan already. I just took a look at the notes on your loan and it looks as if one manager looked at it and agreed that the it was a win win situation, but because it is \$186K that we are trying to write off, it has to go a little higher.

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

---

**From:** Pam Longoni [mailto:plongoni@etsreno.com]


**Sent:** Tuesday, April 28, 2009 12:22 PM

Hi Nate,

I was just looking at my mortgage information on line, and it indicates the last payment of \$1600 was received, as well as the \$7.50 fee for processing. Then on April 7<sup>th</sup>, it indicates that fees in the amount of \$2,316.30 have been charged to the account. What does this mean, and am I responsible to pay that? I will be making another payment of \$1600 on Thursday.

Thanks!

**Pam Longoni, Legal Assistant to:**  
**JOHN C. BOYDEN, ESQ.**  
**Erickson, Thorpe & Swainston, Ltd.**  
**99 West Arroyo Street**  
**P.O. Box 3559**  
**Reno, Nevada 89505**  
**Phone: (775) 786-3930, ext. 222**  
**Fax: (775) 786-4160**  
[plongoni@etsreno.com](mailto:plongoni@etsreno.com)

 **ERICKSON, THORPE &  
SWAINSTON, LTD.**

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**Pam Longoni**

Exhibit 16 Pg 18 of 21

---

**From:** Stephenson, Jonathan - TX [Jonathan.Stephenson@gmacescap.com]  
**Sent:** Tuesday, April 21, 2009 2:51 PM  
**To:** Pam Longoni  
**Subject:** RE: Longoni

I'll let her know ☺

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

---

**From:** Pam Longoni [mailto:plongoni@etsreno.com]  
**Sent:** Tuesday, April 21, 2009 4:39 PM  
**To:** Stephenson, Jonathan - TX  
**Subject:** RE: Longoni

Nate,  
Sorry to hear you aren't feeling well. I will wait to hear back from you. Tell that VP not to let me lose my house! Ha.  
Take care,  
Pam

---

**From:** Stephenson, Jonathan - TX [mailto:Jonathan.Stephenson@gmacescap.com]  
**Sent:** Tuesday, April 21, 2009 2:36 PM  
**To:** Pam Longoni  
**Subject:** RE: Longoni

Hi Pam,

Sorry to take so long to get back to you, I have been out sick. I am still waiting on approval from our VP. Things are a little backed up here due to the current state of the housing market. I'll let you know as soon as I hear anything. Hope all is well.

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

---

**From:** Pam Longoni [mailto:plongoni@etsreno.com]  
**Sent:** Tuesday, April 21, 2009 4:17 PM  
**To:** Stephenson, Jonathan - TX  
**Subject:** FW: Longoni

**From:** Pam Longoni [mailto:plongoni@etsreno.com] **Exhibit 16** Pg 19 of 21

**Sent:** Monday, April 20, 2009 2:22 PM

**To:** 'Stephenson, Jonathan - TX'

**Subject:** RE: Longoni

Hello Nate,

How are you? I'm just following up. I will make another payment of \$1600 next Thursday the 30<sup>th</sup>. I still have not received any documentation regarding the modification. I know you told me not to worry, but I'm just weird that way! Do you still feel confident that this will go through? I am absolutely certain that anything higher than \$1600 a month will just make it a matter of time before we would have to mail you the keys – yuck.

Have a great week.

Pam Longoni

---

**From:** Stephenson, Jonathan - TX [mailto:Jonathan.Stephenson@gmacrescap.com]

**Sent:** Thursday, April 02, 2009 11:23 AM

**To:** Pam Longoni

**Subject:** RE: Longoni

Your trail modification is approved, but since I am trying to write off \$176K from your loan, I need to get approval from our Vice President. There is a chance that she may come back and say no. I have done the analysis already and it seems to be a win win situation, so I am fairly confident that it will get approved for a permanent modification.

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

---

**From:** Pam Longoni [mailto:plongoni@etsreno.com]

**Sent:** Thursday, April 02, 2009 1:16 PM

**To:** Stephenson, Jonathan - TX

**Subject:** RE: Longoni

Oh?? I thought this was a "for sure" thing. There's a chance it will not go through?

---

**From:** Stephenson, Jonathan - TX [mailto:Jonathan.Stephenson@gmacrescap.com]

**Sent:** Thursday, April 02, 2009 11:09 AM

**To:** Pam Longoni

**Subject:** RE: Longoni

That's great!! Your next payment is due 4/30/09 for \$1600. All that I am waiting on in order to make this a permanent change (next 5yrs) is approval from the Vice President of the Bank. I should know the outcome in the next month (ish) ☺

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

**Pam Longoni**

Exhibit 16 Pg 20 of 21

---

**From:** Stephenson, Jonathan - TX [Jonathan.Stephenson@gmacrescap.com]  
**Sent:** Thursday, April 02, 2009 11:23 AM  
**To:** Pam Longoni  
**Subject:** RE: Longoni

Your trail modification is approved, but since I am trying to write off \$176K from your loan, I need to get approval from our Vice President. There is a chance that she may come back and say no. I have done the analysis already and it seems to be a win win situation, so I am fairly confident that it will get approved for a permanent modification.

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

---

**From:** Pam Longoni [mailto:plongoni@etsreno.com]  
**Sent:** Thursday, April 02, 2009 1:16 PM  
**To:** Stephenson, Jonathan - TX  
**Subject:** RE: Longoni

Oh?? I thought this was a "for sure" thing. There's a chance it will not go through?

---

**From:** Stephenson, Jonathan - TX [mailto:Jonathan.Stephenson@gmacrescap.com]  
**Sent:** Thursday, April 02, 2009 11:09 AM  
**To:** Pam Longoni  
**Subject:** RE: Longoni

That's great!! Your next payment is due 4/30/09 for \$1600. All that I am waiting on in order to make this a permanent change (next 5yrs) is approval from the Vice President of the Bank. I should know the outcome in the next month (ish) ☺

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

---

**From:** Pam Longoni [mailto:plongoni@etsreno.com]  
**Sent:** Thursday, April 02, 2009 1:01 PM  
**To:** Stephenson, Jonathan - TX  
**Subject:** Longoni

Hi Nate,

So I got this weird call this a.m. at the house from Homecomings leading me through all these prompts to make the \$1600 payment. So I followed the steps and made the payment accordingly. My confirmation number is 684165546. The payment was \$1600 plus a \$7.50 transaction fee. Whew!  
I'm glad that's over. And now I don't have to go hassle with Western Union.

**Pam Longoni**

Exhibit 16 Pg 21 of 21

**From:** Stephenson, Jonathan - TX [Jonathan.Stephenson@gmacescap.com]  
**Sent:** Thursday, April 02, 2009 11:09 AM  
**To:** Pam Longoni  
**Subject:** RE: Longoni

That's great!! Your next payment is due 4/30/09 for \$1600. All that I am waiting on in order to make this a permanent change (next 5yrs) is approval from the Vice President of the Bank. I should know the outcome in the next month (ish) ☺

Thanks,

Nate Stephenson  
GMAC Modification Specialist  
2711 N. Haskell Ste 1200  
Dallas, Tx 75204  
PH: 214-874-2478  
Fax: 866 267 9693

**From:** Pam Longoni [mailto:plongoni@etsreno.com]  
**Sent:** Thursday, April 02, 2009 1:01 PM  
**To:** Stephenson, Jonathan - TX  
**Subject:** Longoni


Hi Nate,

So I got this weird call this a.m. at the house from Homecomings leading me through all these prompts to make the \$1600 payment. So I followed the steps and made the payment accordingly. My confirmation number is 684165546. The payment was \$1600 plus a \$7.50 transaction fee. Whew! I'm glad that's over. And now I don't have to go hassle with Western Union.

So when is my next payment due?

Thanks for everything! You rock!

**Pam Longoni, Legal Assistant to:**  
**JOHN C. BOYDEN, ESQ.**  
**Erickson, Thorpe & Swainston, Ltd.**  
**99 West Arroyo Street**  
**P.O. Box 3559**  
**Reno, Nevada 89505**  
**Phone: (775) 786-3930, ext. 222**  
**Fax: (775) 786-4160**  
[plongoni@etsreno.com](mailto:plongoni@etsreno.com)

 **ERICKSON, THORPE &  
SWAINSTON, LTD.**

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# **EXHIBIT 17**

# **EXHIBIT 17**

Identifier: 7440353498

Doc Type: BREL

**GMAC Mortgage**

00301

July 30, 2009

Jean M Gagnon and Pamela Longoni  
5540 Twin Creeks Dr  
Reno, NV 89523-2214

|||||

Re: Loan Number

7440353498

Property Address

5540 TWIN CREEKS DRIVE  
RENO, NV 89523

Dear Jean M Gagnon and Pamela Longoni:

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

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

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

Sincerely,

Asset Resolution Specialist

Enclosure

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

30 days to sale

**GMAC-01-0284**

# **EXHIBIT 18**

**EXHIBIT 18**

FedEx Express  
Customer Support  
Domestic Trace  
3875 Airways Boulevard  
Module H, 4th Floor  
Memphis, TN 38116

U.S. Mail, PO Box 727  
Memphis, TN 38194-4643

Telephone 901-356-3900



December 16, 2009

PAM LONGONI  
(775) 786-0452

Dear PAM LONGONI:

Our records reflect the following delivery information for the shipment with the tracking number 420732800179. The package was released as authorized by the shipper/recipient.

Delivery Information:

Released By: 99999999999999

Delivered to: 5540 TWIN CREEKS

Delivery Date: August 04, 2009

Delivery Time: 02:00 PM

Shipping Information:

Shipment Reference Information: 00301-DESTROY IF UNDELIVERABLE

Tracking No: 420732800179

Ship Date: July 30, 2009

Shipper: GMAC SHIPPING  
GMAC/A. M. S.  
12811 16TH AVE N  
PLYMOUTH, MN 55441  
US

Recipient: JEAN M GAGNON  
PAMELA LONGONI  
5540 TWIN CREEKS DR  
RENO, NV 89523  
US

Thank you for choosing FedEx Express. We look forward to working with you in the future.

FedEx Worldwide Customer Service  
1-800-Go-FedEx (1-800-463-3339)  
Reference No: R2009121600869903063

This Information is provided subject to the FedEx Service Guide.

Notice of  
Trustee Sale  
7/23/09



[Español](#) | [Customer Support](#) | [FedEx Locations](#)

[Package/Envelope](#)

[Freight](#)

[Expedited](#)

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## Detailed Results

[Printable Version](#)

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[Notifications](#)

Tracking no.: 420732800179



**Delivered**

Initiated Picked up In transit Delivered

Delivered

Signed for by: Signature not required

Shipment Dates

Destination

Ship date Jul 30, 2009

RENO, NV

Delivery date Aug 4, 2009 2:00 PM

[Proof of Delivery](#)

### Shipment Facts

Service type

Express Saver

Reference

00301-DESTROY IF  
UNDELIVERABLE

### Shipment Travel History

Select time zone:

Select time form

All shipment travel activity is displayed in local time for the location

Date/Time	Activity	Location	Details
Aug 4, 2009 2:00 PM	Delivered	RENO, NV	Package delivered - address - release

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FedEx Express Corporation  
Delivery Information  
Domestic Trace  
1000 FedEx Drive

U.S. Mail 1000 FedEx Drive  
Coraopolis, PA 15108-0022

Telephone 901-463-3339

Coraopolis, PA 15108-0022



FAX HEADER SHEET

FROM: F e d E x E x p r e s s  
PHONE: 1-800-GO-FEDEX

TO: PAM LONGONI  
PHONE: 7757860452

PAGES: 2 (including header)

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Reference Number: R2009121600869903063

# **EXHIBIT 19**

# **EXHIBIT 19**

FINANCIAL ANALYSIS FORM

Account Number 7440353498

<b>I want to:</b> <input checked="" type="checkbox"/> Keep the Property <input type="checkbox"/> Sell the Property <b>The property is my:</b> <input checked="" type="checkbox"/> Primary Residence <input type="checkbox"/> Second Home <input type="checkbox"/> Investment <b>The property is:</b> <input checked="" type="checkbox"/> Owner Occupied <input type="checkbox"/> Renter occupied <input type="checkbox"/> Vacant			
<b>BORROWER</b>		<b>CO-BORROWER</b>	
BORROWER'S NAME <u>Pamela Longoni</u>		CO-BORROWER'S NAME <u>Jean Gagnon</u>	
SOCIAL SECURITY NUMBER <u>530 84 6173</u>	DATE OF BIRTH <u>02/05/64</u>	SOCIAL SECURITY NUMBER <u>530 79 2165</u>	DATE OF BIRTH <u>04/12/62</u>
HOME PHONE NUMBER WITH AREA CODE <u>775 746 4365</u>		HOME PHONE NUMBER WITH AREA CODE <u>775 746 4365</u>	
CELL OR WORK NUMBER WITH AREA CODE <u>775 530 5251</u>		CELL OR WORK NUMBER WITH AREA CODE <u>775 291 0666</u>	
MAILING ADDRESS <u>5540 Twin Creeks Drive</u>		<u>Reno NV 89523</u>	
PROPERTY ADDRESS (IF SAME AS MAILING ADDRESS, JUST WRITE SAME) <u>Same</u>		EMAIL ADDRESS <u>plongoni@etsreno.com</u>	
Is the property listed for sale? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Have you received an offer on the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Date of offer _____ Amount of Offer \$ _____ Agent's Name: _____ Agent's Phone Number: _____ For Sale by Owner? <input type="checkbox"/> Yes <input type="checkbox"/> No		Have you contacted a credit-counseling agency for help? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please complete counselor contact information below. Counselor's Name: _____ Counselor's Phone Number: _____ Counselor's Email: _____	
Who pays the Real Estate Tax bill on your property? <input type="checkbox"/> I do <input checked="" type="checkbox"/> Lender does Are the taxes current? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Condominium or HOA Fee <input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____ Paid to: _____		Who pays the hazard insurance policy for your property? <input type="checkbox"/> I do <input checked="" type="checkbox"/> Lender Does <input type="checkbox"/> Paid by Condo or HOA Is the policy current? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Name of Insurance Co. <u>Farmers</u> Insurance Co. Tel #: <u>775 359 2256</u>	
Have you filed for bankruptcy? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes: <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 13 Filing Date: _____ Has your bankruptcy been discharged? <input type="checkbox"/> Yes <input type="checkbox"/> No Bankruptcy case number _____			
If there are additional Liens/Mortgages or Judgments on this property, please name the person(s), company or firm and their telephone numbers. Lien Holder's Name/Service Balance Contact Number Loan Number <u>None</u>			
<b>HARDSHIP ACTIVITY</b>			
I am having difficulty making my monthly payment because of financial difficulties created by (Please check all that apply):			
<input checked="" type="checkbox"/> My household income has been reduced or lost. For example unemployment, underemployment, reduced pay or hours, decline in business earnings, death in family, serious or chronic illness, permanent or short-term disability, incarceration, increased family responsibilities (adoption or birth of a child, taking care of elderly relatives or other family members) or divorce of a borrower or co-borrower.		<input checked="" type="checkbox"/> My monthly debt payments are excessive and I am overextended with my creditors. Debt includes credit cards, home equity or other debt.	
<input checked="" type="checkbox"/> My expenses have increased. For example: monthly mortgage payment has increased or will increase, high medical or health care costs, uninsured losses (such as those due to fires or natural disasters), increased property taxes, or unexpectedly high utilities.		<input type="checkbox"/> My cash reserves, including all liquid assets, are insufficient to maintain my current mortgage payment and cover basic living expenses at the same time. Cash reserves include assets such as cash, savings, money market funds, marketable stocks or bonds (excluding retirement accounts). Cash reserves do not include assets that serve as an emergency fund (generally equal to three times my monthly debt payments).	
<input type="checkbox"/> Other _____			
Explanation (Required): _____ _____ _____ _____ _____			

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

LONG0171

# FINANCIAL ANALYSIS FORM

(Continued)

Account Number 7440353498

1. Monthly Household Income		2. Monthly Household Expenses/Debt		3. Household Assets	
Gross Salary/Wages Gross salary/wages = total monthly income before any tax withholding or employer deductions.	\$ <u>9500</u>	First Mortgage Payment	\$ <u>2933.18</u>	Checking Account(s) Balance	\$
Overtime	\$ <u>—</u>	Second Mortgage Payment/Liens/Rents <u>Vegas Mortgage</u>	\$ <u>1500.00</u>	Checking Account(s) Balance	\$
Child Support/Alimony*	\$ <u>—</u>	Insurance - hazard, wind, flood, etc (If not escrowed and included in your current mortgage payment)	\$	Savings/Money Market	\$ <u>0</u>
Social Security/SSDI	\$ <u>—</u>	Property Taxes (If not escrowed and included in your current mortgage payment)	\$	CDs	\$ <u>0</u>
Other monthly income from pensions, annuities or retirement plans	\$ <u>—</u>	Credit Cards/Installment Loan(s) (total minimum payment per month)	\$ <u>600+</u>	Stocks/Bonds	\$ <u>0</u>
Tips, commissions, bonus and self-employed income	\$ <u>—</u>	Alimony, child support payments	\$ <u>—</u>	Other Cash on Hand	\$ <u>0</u>
Rents Received	\$ <u>—</u>	Health Insurance	\$ <u>600</u>	Other Real Estate (estimated value)	\$ <u>0</u>
Unemployment Income	\$ <u>—</u>	HOA/Condo Fees/Property Maintenance	\$ <u>—</u>	Other	\$
Food Stamps/Welfare	\$ <u>—</u>	Car Payments	\$ <u>510</u>		
Other (investment income, royalties, interest, dividends etc)	\$ <u>—</u>	Medical Expenses	\$ <u>100</u>		
		Child Care	\$ <u>—</u>		
		Student Loans/Personal Loans	\$ <u>1200</u>		
		Auto Expenses /Gasoline/Insurance	\$ <u>800</u>		
		Food/Household Supplies	\$ <u>800</u>		
		Water/Sewer/Utilities/Phone(s)/Cable	\$ <u>400</u>		
		Other	\$		
Total (Gross income)	\$ <u>9500</u>	Total Debt/Expenses	\$ <u>9903</u>	Total Assets	\$ <u>0</u>

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

\*Include combination income and expenses from the borrower and co-borrower(s) if any. If you include income and expenses from a household member who is not a borrower, please explain in a separate section. You are not required to disclose child support, alimony or separation/maintenance income unless you choose to have it considered by your lender.

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

INFORMATION FOR GOVERNMENT MONITORING PURPOSES			
<p>The following information is requested by the federal government in order to monitor compliance with federal statutes that prohibit discrimination in housing. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender or servicer may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, the lender or servicer is required to note the information on the basis of visual observation or surname if you have made this request for a loan modification in person. If you do not wish to furnish the information, please check the box below.</p>			
<p><b>BORROWER</b> <input checked="" type="checkbox"/> I do not wish to furnish this information</p>		<p><b>CO-BORROWER</b> <input checked="" type="checkbox"/> I do not wish to furnish this information</p>	
<p>Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino</p>		<p>Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino</p>	
<p>Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White</p>		<p>Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White</p>	
<p>Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male</p>		<p>Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male</p>	
<p>To be Completed by Interviewer</p>			
<p>This application was taken by:</p>		<p>Interviewer's Name (print or type) &amp; ID Number</p>	
<p><input type="checkbox"/> Face-to-face interview <input type="checkbox"/> Mail <input type="checkbox"/> Telephone <input type="checkbox"/> Internet</p>		<p>Interviewer's Signature Date Interviewer's Phone Number (include area code)</p>	
<p>Name/Address of Interviewer's Employer</p>			

LONG0172

ACKNOWLEDGEMENT AND AGREEMENT

Account Number 144035498

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

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

Borrower Signature

Date

Co-Borrower Signature

Date

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

**888-995-HOPE<sup>TM</sup>**  
Homeowner's HOPE Hotline

NOTICE TO BORROWERS

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

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

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

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



LONG0173

<b>Form 4506T-EZ</b> (October 2009) Department of the Treasury Internal Revenue Service	<b>Short Form Request for Individual Tax Return Transcript</b>  Request may not be processed if the form is incomplete or illegible.	OMB No. 1545-2154
--	--	-------------------

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

1a Name shown on tax return. If a joint return, enter the name shown first. <i>Pamela D. Longoni</i>	1b First social security number on tax return <i>530 846173</i>
2a If a joint return, enter spouse's name shown on tax return. <i>Jean M. Gagnon</i>	2b Second social security number if joint tax return <i>530 792165</i>
3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code <i>5540 Twin Creeks Dr. Reno NV 89523</i>	
4 Previous address shown on the last return filed if different from line 3	

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

Third party name

Telephone number

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

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

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

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

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

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

Sign Here	<i>Pamela D. Longoni</i> Signature (see instructions)	<i>8/1/09</i> Date	Telephone number of taxpayer on line 1a or 2a
	<i>Jean M. Gagnon</i> Spouse's signature	<i>8/9/09</i> Date	

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

Cat. No. 54185S

Form 4506T-EZ (10-2009)

LONG0174

# **EXHIBIT 20**

**EXHIBIT 20**

**SETTLEMENT AGREEMENT**

This Settlement Agreement ("Agreement") is made and entered into between the Parties on the Date of Agreement, both as defined herein, and subject to the terms as follows:

**Definitions**

**Date of Agreement:** September \_\_, 2009  
**Parties:**       **GMACM:**   GMAC Mortgage, LLC fka GMAC Mortgage Corporation  
                  **ETS:**       Executive Trustee Services, Inc.  
                  **Claimant:**   National Real Estate Services

Unless otherwise expressly provided, the Claimant listed above shall be referred to as "Claimant." Unless otherwise expressly provided, GMACM, ETS and Claimant shall be collectively referred to as the "Party" or "Parties."

**Releasors and Releasees:** Wherever used herein the term Releasors shall mean the Party, whether singular or plural, giving a release to another Party. The term Releasees shall mean the Party, whether singular or plural, being released by another Party. Releasors and Releasees, if an individual(s), shall include his/her/their present and future spouses (and common law spouses), children, parents, relations, successors, beneficiaries, heirs, next of kin, assigns, executors, administrators, and/or estate, or any and all other persons who could claim through him/her/them; and if it is a business entity, each of its past, present and future directors, officers (whether acting in such capacity or individually), shareholders, owners, partners, joint venturers, principals, trustees, creditors, attorneys, representatives, employees, managers, parents, subsidiaries, divisions, subdivisions, departments, affiliates, predecessors, successors, assigns and assignees, or any agent acting or purporting to act for it or on its behalf.

**Recitals**

A. Jean M. Gagnon and Pamela Longoni (collectively "Borrower"), has a mortgage loan being serviced by GMACM under Account No. 7440353498 on real property located at 5540 Twin Creeks Drive, Reno, Nevada (the "Property").

B. Claimant, National Real Estate Services, purchased the Property at a foreclosure sale, conducted by ETS, on August 14, 2009 ("the Foreclosure Sale"). The

Trustees Deed Upon Sale was delivered to Claimant on or about August 20, 2009 and was subsequently recorded at Book \_\_\_\_\_, Page \_\_\_\_\_ in the County Records. Subsequently, Claimant and GMACM have agreed to cancel and/or rescind the foreclosure sale and deem it null and void.

C. The Parties desire to compromise and settle their dispute, each without admitting any liability, and to adjust and settle their rights and obligations in connection with the Property.

D. In consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed to among the Parties as follows:

**TERMS**

1. Recitals. The Recitals set forth above are incorporated herein by reference and are made a part of this Agreement.

2. Settlement Consideration.

a. GMACM shall:

- i. Reimburse Claimant the Foreclosure Sale purchase price of \$172,500.00; and
- ii. Rescind the above-mentioned foreclosure sale of the Property in order to deem it null and void.
- iii. Pay the sum of \$4,000.00 in the form of a check made payable to National Real Estate Services.

b. Claimant shall:

- i. Execute the Affidavit the form of which is attached hereto as Exhibit A
- ii. Make no claim on the Property, including, but not limited to, take no action to evict Borrower, or any other person(s), from the Property,
- iii. Take no action to sell or transfer the Property;
- iv. Agree to and cooperate with GMACM in rescinding the above-mentioned foreclosure sale of the Property in order to deem it null and void; and

v. Release GMACM, ETS and Borrower as provided for in Paragraph 3.

3. Releases. Releasors, hereby unconditionally and irrevocably remise, release and forever discharge Releasees from any and all claims, counterclaims, actions, causes of action, suits, set-offs, costs, losses, expenses, sums of money, accounts, reckonings, debts, charges, complaints, controversies, disputes, damages, judgments, executions, promises, omissions, duties, agreements, rights, demands, obligations and liabilities, of whatever kind or character, direct or indirect, express or implied, whether known or unknown or capable of being known from the beginning of time up to and including the date of this Agreement that are relating to, concerning, or underlying the Foreclosure Sale.

4. NOTWITHSTANDING THE ABOVE, CLAIMANT AGREES TO THE FOLLOWING RESERVATIONS AND EXCLUSIONS TO THE RELEASE. Nothing in this Agreement shall be interpreted to apply to (a) claims arising out of the failure of a Party to perform in conformity with the terms of this Agreement; (b) any future disputes between the Parties which arise out of any business transactions between the Parties; or (c) operate to extend the releases and discharges derivative from this Agreement to any business transaction or any such relationship of any kind whatsoever other than the Foreclosure Sale as defined herein whether involving any of the businesses or individuals defined as Releasors and Releasees or any one of such defined classes of persons or business entities.

5. Covenant Not to Sue. The Parties covenant not to sue, institute, cause to be instituted, permit to be instituted on his/her/their/its behalf, or assist in instituting or prosecuting any proceeding, or otherwise assert any claim against the respective Releasors and Releasees that is covered by this Agreement.

6. Attorney Lien Release. Any attorney signatory to this Agreement releases any and all attorney liens and claims for any fees and costs against the Releasees regarding the Foreclosure Sale or Action as applicable and by signing this Agreement so releases such lien right and claim.

7. Transactional Release. To the extent any claims arise in connection with entering into this Agreement, Releasors agree to waive and release those claims,

including, but not limited to, claims arising under Real Estate Settlement Procedures Act (RESPA), Truth in Lending Act (TILA), Equal Credit Opportunity Act (ECOA), Fair Credit Reporting Act (FCRA), Fair Debt Collection Practices Act (FDCPA), or Home Ownership and Equity Protection Act (HOEPA), and/or any state lending laws and regulations in consideration for the execution of this Agreement.

8. Tax Indemnity. The Agreement is enforceable regardless of the taxability of the Settlement Consideration as set forth above at Paragraph 2 or any portion thereof. The Party or Parties receiving the taxable benefit of the Settlement Consideration agree(s) to be solely responsible for the taxes, interest, and penalties due and owing, if any, should the Settlement Consideration, or any portion thereof, be determined as taxable and the Party or Parties receiving the taxable benefit of the Settlement Consideration fails or GMACM is alleged to have failed to pay any such taxes. The Party or Parties receiving the taxable benefit of the Settlement Consideration agree(s) to indemnify GMACM if GMACM is required to pay any taxes, interest, or penalties owed by the Party or Parties receiving the taxable benefit of the Settlement Consideration, or if GMACM is required to pay any taxes, interest or penalties owed as a result of any payment made by GMACM to or on behalf of the Party or Parties receiving the taxable benefit of the Settlement Consideration, and/or if GMACM incurs any costs or fees, including attorneys' fees, as a result of any taxes, interest, or penalties owed by or with regard to payments to the Party or Parties receiving the taxable benefit of the Settlement Consideration.

9. Confidentiality. Claimant agrees that neither Claimant nor anyone acting on Claimant's behalf, including Claimant's counsel, will disclose to anyone the terms of this Agreement, either specifically or in general, in qualitative or descriptive terms or in terms that state or suggest that the settlement was favorable to either Party and agree that the only comment with respect to this settlement shall be that the matter was settled and/or the Action dismissed; provided, however, that Claimant may reveal the terms of this Agreement to any accountant Claimant may retain with respect to tax advice or reporting or any attorney hired to represent Claimant, to any federal or state taxing authority, or as otherwise required by law; and Claimant shall instruct such accountants or attorneys that the terms of this Agreement are confidential and are to be maintained as such. If Claimant or Claimant's attorneys are required by an appropriate order of a

competent court to disclose the terms of this Agreement to individuals other than those set forth above, Claimant shall notify GMACM, in writing, at least fifteen (15) days prior to such disclosure. Notice to GMACM shall be sent addressed to General Counsel, GMAC Mortgage, LLC, Attn: Legal Staff/190-FTW-L95, 1100 Virginia Drive, Fort Washington, PA 19034.

10. Failure of Purpose. This Agreement is entered into only for purposes of settlement. In the event that this Agreement is not fully executed within one hundred and eighty (180) days of the Date of Agreement for any reason, this Agreement shall become null and void at the option of any Party. Notice of such nullification option shall be given only in writing to the address(es) below by the nullifying Party to the other Parties and shall be effective when received. In that event, the Parties shall be absolved from all obligations under this Agreement, and this Agreement, any draft thereof, and any discussion, negotiation, documentation, or other part or aspect of the Parties' settlement discussions leading to the execution of this Agreement shall have no effect and shall not be admissible evidence for any purpose. Any Settlement Consideration shall be returned and the Parties shall have all rights, claims and defenses that they had or were asserting prior to this Agreement. **[Notwithstanding anything in this Agreement to the contrary, if Claimant fails to comply with Paragraph 2b, then Claimant agrees: (a) to release GMACM from any and all obligations under this Agreement]**

11. No Admission of Liability. This Agreement is not in any way an admission or concession of the truth of any allegation by any Party, the validity of any claim asserted in the Action, or any fault on the part of any Party, nor should this Agreement be construed otherwise. Any and all such allegations are expressly denied.

12. Final and Binding Agreement. The Parties for and on behalf of their respective Releasors and Releasees represent that they have fully read and understood this Agreement and acknowledge that this Agreement is final and binding on them and on their respective Releasors and Releasees.

13. Knowing and Voluntary Agreement. The Parties represent that they are represented by counsel of their choosing or that they have independently made their own analysis and decision to enter into this Agreement, and that they consider this Agreement to be fair and reasonable.

14. Waivers including that of California Civil Code §1542. The Parties acknowledge and agree that the released claims include all claims of any nature and kind whatsoever, whether known or unknown, suspected or unsuspected, which might or could have been asserted in the Action and that the Parties may hereafter discover facts different from or in addition to, those which they now know, or believe to be true with respect to the released claims identified herein. Nevertheless, the Parties agree that the Agreement shall be and remain effective in all respects, notwithstanding such different or additional facts, or discovery thereof, and, only to the extent that the Foreclosure Sale and/or Action occurred in the State of California, hereby expressly waive any and all rights provided in California Civil Code §1542 which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Notwithstanding anything else in this Agreement to the contrary, nothing herein shall in any way change or affect the Foreclosure Sale or any of the terms or provisions of any documentation related thereto unless expressly otherwise provided for herein.

15. Construction of Agreement. Should any of the provisions or terms of this Agreement require judicial interpretation, it is agreed that the Court interpreting or construing this Agreement shall not apply a presumption that such provision(s) or term(s) shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who prepared it, it being agreed that all Parties and their counsel have participated in the preparation and review of this Agreement.

16. Complete Agreement. The Parties further agree, declare and represent that no promise, inducement, representation or agreement not herein expressed has been made to any Party or caused them to enter this Agreement. The Agreement contains the entire agreement between the Parties and the terms of the Agreement are contractual and not a mere recital. This is a fully integrated agreement. It may not be altered or modified by

oral agreement or representation or otherwise except by a writing of subsequent date hereto signed by all parties in interest at the time of the alteration or modification.

17. Severability. Except for Paragraphs 2 and 3, the paragraphs of this Agreement are severable. A finding that any particular paragraph of this Agreement is invalid and/or unenforceable shall not affect the validity or enforceability of the remaining provisions of the Agreement.

18. Counterparts and Facsimile Signatures. This Agreement may be executed in any number of counterparts, and with facsimile signatures, with the same effect as if all of the Parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one agreement. If a facsimile signature is provided, the original copy of that signature will be sent via mail to the other Party. Absent an original signature, it is hereby understood and agreed that a facsimile signature shall be binding upon the Parties and otherwise admissible under the Best Evidence Rule.

19. Governing Law and Jurisdiction. This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas and the Parties consent to venue as well as personal and subject matter jurisdiction in the Courts of the State of Texas for purposes of resolving any disputes which may hereinafter arise under this Agreement.

20. Use of Headings and Captions in Agreement. The headings and captions inserted in this Agreement are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

20. Singular/Plural Interpretation. References to Party or Parties herein shall be interpreted as singular and/or plural as the context of the reference dictates.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed  
under seal in several counterparts, each of which is an original as of the date first written  
above.

**NATIONAL REAL ESTATE SERVICES**

Dated: \_\_\_\_\_

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

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

STATE OF NEVADA )

COUNTY OF \_\_\_\_\_ )

I, the undersigned, a notary public in and for said county in said state, hereby  
certify that \_\_\_\_\_, whose name is signed to the foregoing instrument, and who is  
known to me, acknowledged before me on this day that, being informed of the contents  
of said instrument, he, as such officer and with full authority, executed the same  
voluntarily for and as the act of said company.

Given under my hand and official seal this the \_\_\_\_\_ day of September, 2009.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

Dated: \_\_\_\_\_

**GMAC MORTGAGE, LLC**

By: \_\_\_\_\_  
Elizabeth DeSilva, Esq.  
Legal Counsel

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**AFFIDAVIT OF \_\_\_\_\_**

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**STATE OF \_\_\_\_\_ )**

**COUNTY OF \_\_\_\_\_ )**

COMES NOW affiant \_\_\_\_\_ who, after first being duly sworn under oath, deposes and states that the following facts are within this affiant's personal knowledge, and if called as a witness, this affiant would testify competently thereto:

1. My name is \_\_\_\_\_. I am over the age of nineteen (19) years and am competent to testify to the matters contained in this affidavit. I am a resident of \_\_\_\_\_, Nevada. I am the \_\_\_\_\_ of National Real Estate Services and am authorized to sign this Affidavit on behalf of National Real Estate Services.

2. On or about August 14, 2009, a representative of National Real Estate Services attended a foreclosure auction and purchased property located at 5540 Twin Creeks Drive, Reno, Nevada.

3. The Trustee's Deed Upon Sale was delivered to National Real Estate Services on or about August 26, 2009 and was subsequently recorded at Book \_\_\_\_\_, Page \_\_\_\_\_ in the County Records.

4. All of the funds that National Real Estate Services paid at the foreclosure sale were returned me.

5. National Real Estate Services agrees that the foreclosure sale was invalid and that the purchase of the property should be deemed null and void.

6. National Real Estate Services agrees that it have no present or future claim on the property located at 5540 Twin Creeks Drive, Reno, Nevada.

7. I declare under penalty of perjury of the laws of the State of **NEVADA**  
that the foregoing and true and correct.

\_\_\_\_\_

**STATE OF NEVADA**       )  
**COUNTY OF** \_\_\_\_\_)

On September \_\_, 2009, before me, \_\_\_\_\_, a  
notary public, personally appeared \_\_\_\_\_, who proved to me on the basis  
of satisfactory evidence to be the person(s) whose name is subscribed to the within  
instrument and acknowledged to me that he executed the same in his authorized capacity,  
and that by his signature on the instrument the person, or the entity upon behalf of which  
the person acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_  
[SEAL]

# **EXHIBIT 21**

# **EXHIBIT 21**

## **GMAC Mortgage**

September 23, 2009

Jean M Gagnon  
5540 Twin Creeks Drive  
Reno NV 89523

RE: Account Number: 7440353498  
Property Address: 5540 Twin Creeks Drive  
Reno NV 89523

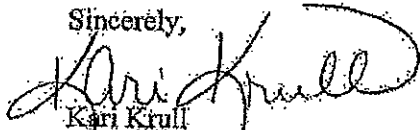
Dear Jean M Gagnon:

This letter will confirm that pursuant to our agreement, GMAC Mortgage has contacted the credit bureaus and requested the removal of any reference to the above-referenced account from your credit file.

Notification was sent to the bureaus on September 23, 2009 via electronic transmission.

Should you have any further questions, please contact me directly at 1-800-766-4622, extension 2367510, or direct at 319-236-7510.

Sincerely,

  
Kari Krull  
GMAC Mortgage, LLC  
Servicing Risk Team

**Pam Longoni**

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**From:** Hancock, Christian W. [chancock@babco.com]  
**Sent:** Wednesday, September 23, 2009 1:48 PM  
**To:** Pam Longoni  
**Cc:** Team\_GMAC  
**Subject:** RE: Information

Hello Mrs. Longoni. Please excuse my delay in responding to you. We are correcting the credit for you and your spouse and I'll be happy to send you the evidence of that. However, I still need information from you about the amount in moving expenses and improvements you are claiming. If you cannot find all your receipts, will you please just estimate it for me and send what you have?

Please provide your figures by Friday so we can try to resolve this quickly for you.

- Christy



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**Christian W. Hancock**  
*Attorney*

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Phone 704-338-6005  
Fax 704-338-6089  
Email [chancock@babco.com](mailto:chancock@babco.com)

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**Bank of America Corporate Center**  
100 N. Tryon Street, Suite 2690  
Charlotte, NC 28202

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**From:** Pam Longoni [mailto:plongoni@etsreno.com]  
**Sent:** Wednesday, September 23, 2009 4:44 PM  
**To:** Hancock, Christian W.  
**Subject:** Information

Hi,

I've e-mailed you several times requesting information, and have not heard back.... Please respond to my e-mail at your earliest convenience. thank you.

**Pam Longoni, Legal Assistant to:**  
**JOHN C. BOYDEN, ESQ.**  
**Erickson, Thorpe & Swainston, Ltd.**  
9 West Arroyo Street  
P.O. Box 3559  
Reno, Nevada 89505  
Phone: (775) 786-3930, ext. 222

**Pam Longoni**

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**From:** Hancock, Christian W. [chancock@babco.com]  
**Sent:** Sunday, September 20, 2009 12:59 PM  
**To:** Pam Longoni  
**Cc:** Knapp, Michael W.; Team\_GMAC  
**Subject:** RE: Longoni Information

Mrs. Longoni, we will also repair the credit for your spouse since both your names are on the mortgage. We have to have a signed agreement before we can request the check for you but, once we have that, it normally takes 2 weeks to get a check. I'm back in the office next week so please send me the information you have on moving expenses and home improvement expenses.

- Christy



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**Christian W. Hancock**  
*Attorney*

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**Phone** 704-338-6005  
**Fax** 704-338-6089  
**Email** [chancock@babco.com](mailto:chancock@babco.com)

---

**Bank of America Corporate Center**  
100 N. Tryon Street, Suite 2690  
Charlotte, NC 28202

---

**From:** Pam Longoni [mailto:plongoni@etsreno.com]  
**Sent:** Tuesday, September 15, 2009 1:23 PM  
**To:** Hancock, Christian W.  
**Cc:** Knapp, Michael W.; Team\_GMAC  
**Subject:** RE: Longoni Information

Christy,

Thank you for your response. I am in the process of gathering all moving expenses and will provide those to you by the end of the week. When could I expect reimbursement?

I am also gathering the information on the home improvement expenses.

I appreciate your efforts in repairing the credit report – please confirm that it is for me, as well as my husband, Jean Gagnon.

Thank you for your time,  
Pam Longoni

---

**From:** Hancock, Christian W. [mailto:chancock@babco.com]  
**Sent:** Friday, September 11, 2009 11:52 AM  
**To:** Pam Longoni

Cc: Knapp, Michael W.; Team\_GMAC

Exhibit 21 Pg 5 of 5

Subject: RE: Longoni Information

Ms. Longoni, it's good to hear from you.

When we first talked, I confirmed we would pay your *moving expenses*, which is still correct. When you mentioned home improvement expenses, I asked to see them so we can consider those as well. But, I can't give a blanket agreement without even knowing the sum or what the expenses were for. We will work with you all that we can and are going to go ahead and amend your credit immediately.

As I mentioned, I'll be out of the office next week but will return Sept. 14<sup>th</sup> and you can reach Michael via email in the meantime.

- Christy



**Christian W. Hancock**

*Attorney*

Phone 704-338-6005

Fax 704-338-6089

Email [chancock@babco.com](mailto:chancock@babco.com)

**Bank of America Corporate Center**

100 N. Tryon Street, Suite 2690  
Charlotte, NC 28202

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**From:** Pam Longoni [mailto:[plongoni@etsreno.com](mailto:plongoni@etsreno.com)]

**Sent:** Friday, September 11, 2009 2:21 PM

**To:** Hancock, Christian W.

**Cc:** Knapp, Michael W.

**Subject:** Longoni Information

Per your request, I am compiling a list of expenses regarding having to leave my home for moving, etc. Please be aware, they are somewhat significant.

I am also in the process of gathering the 12 months of receipts of home improvements. Again, if I had any inclination that I would be losing my home, I would have not spent and/or borrowed additional monies to perform necessary repairs and upkeep to keep the home looking nice.

I wish we could put a price on the emotional stress this has caused us, especially my daughter who was born and raised at that house, and has many, many of her best friends in the neighborhood.

You confirmed that these expenses would be reimbursed, and that our credit report would be repaired so as not to indicate a foreclosure.

# **EXHIBIT 22**

# **EXHIBIT 22**

RECORDING REQUESTED BY:  
Executive Trustee Services, LLC

AND WHEN RECORDED MAIL TO:  
Executive Trustee Services, LLC  
2255 North Ontario Street, Suite 400  
Burbank, California 91504-3120

APN: 284-081-05  
T.S. No. GM-157984-C  
Loan No. 7440353498

SPACE ABOVE THIS LINE FOR RECORDING'S USE ONLY

## NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 9/29/2005. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

A public auction sale to the highest bidder for cash, cashier's check drawn on a state or national bank, check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank specified in Section 6102 of the Financial Code and authorized to do business in this state, will be held by the duly appointed trustee. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to satisfy the obligation secured by said Deed of Trust. This property is sold as-is, lender is unable to validate the condition, defects or disclosure issues of said property and Buyer waives the disclosure requirements under NRS 113.130 by purchasing at this sale and signing said receipt. The undersigned Trustee disclaims any liability for any incorrectness of the property address or other common designation, if any, shown herein.

TRUSTOR JEAN M. GAGNON and PAMELA LONGONI AN UNMARRIED WOMAN AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

Recorded 10/7/2005 as Instrument No. 3288814 in Book , page of Official Records in the office of the Recorder of Washoe County, Nevada.

Date of Sale: 8/14/2009 at 11:00 AM

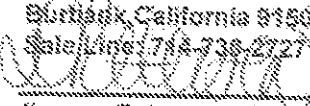
Place of Sale: At the Virginia Street entrance to the County Courthouse, Virginia Street at Court Street, Reno, Nevada

Property Address is purported to be 5540 TWIN CREEKS DRIVE  
RENO, Nevada 89522

The total amount secured by said instrument as of the time of initial publication of this notice is \$468,730.86, which includes the total amount of the unpaid balance (including accrued and unpaid interest) and reasonable estimated costs, expenses, and advances at the time of initial publication of this notice.

Date: 7/20/2009

Executive Trustee Services, LLC,  
2255 North Ontario Street, Suite 400,  
Burbank, California 91504-3120  
Sales Line: 714-738-2727

  
Heanna Petersen, Limited Signing Officer



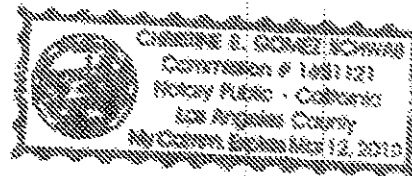
State of California } SS.  
County of Los Angeles }

On 7/20/2008 before me, Christine E. Gomez-Schwab Notary Public, personally appeared ILEANNA PETERSEN 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 *Christine E. Gomez-Schwab* (Seal)  
Christine E. Gomez-Schwab





Walz Affidavit #: 874457

## AFFIDAVIT OF MAILING

### *Executive Trustee Services*

Date: 07/22/2009

Ref. No.: 7440353498

MailbatchID: 252381

STATE OF CALIFORNIA )  
COUNTY OF ORANGE )

The declarant, whose signature appears below, states that she is over the age of eighteen (18) years; is employed in Orange County, California; acting on behalf of Executive Trustee Services; is not a party to the within action; and that on July 22, 2009, she personally served the Notice, of which the annexed is a true copy, by depositing in the United States Mail a copy of such Notice in a sealed envelope, sent Certified Mail, with postage prepaid, such envelope being addressed to the person(s) named at the addresses below.

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

x   
Affiant Emily Salgado

✓ 7113 8257 1473 4847 1872  
TSN #: GM-157884-C  
PAMELA LONGONI  
5540 TWIN CREEKS DR  
RENO, NV 89523-2214

✓ 7113 8257 1473 4847 1889  
TSN #: GM-157884-C  
JEAN M GAGNON  
5540 TWIN CREEKS DR  
RENO, NV 89523-2214

✓ 7113 8257 1473 4847 1896  
TSN #: GM-157884-C  
JEAN M. GAGNON  
5540 TWIN CREEKS DR  
RENO, NV 89523-2214

✓ 7113 8257 1473 4847 1902  
TSN #: GM-157884-C  
PAMELA LONGONI  
5540 TWIN CREEKS DR  
RENO, NV 89523-2214

7113 8257 1473 4847 1919  
TSN #: GM-157884-C  
SILVERADO RANCH ESTATES  
HOMEOWNERS ASSOCIATIONS  
5775 TAPPAN DR  
RENO, NV 89523-2293

ETS  
PO Box 9032  
Temecula, CA 92589-9032

LETTER  
1st Class Mail  
2nd Class  
Return 8/10/14

DELIVERED BY MAIL



7113 8257 1473 4847 1902

PRESORT  
First-Class Mail  
U.S. Postage and  
Fees Paid  
WSO

Return Service Requested

|||||  
PAMELA LONGONI  
5540 TWIN CREEKS DR  
RENO NV 89523-2214

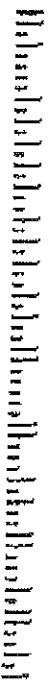
20090722-56  
NVNITS\_CertifiedReturnReceipt

NEXLE 09S DE 1 00 09/23/09

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

BC: 9290900000 \*0041-03190-20-25

EJONGP19250300000



CELEBRATING 100 YEARS

ETS  
PO Box 9032  
Temecula, CA 92589-9032

2nd Notice 7/3/19  
Return 8/10/19



7113 8257 1473 4847 1872

PRESORT  
First-Class Mail  
U.S. Postage and  
Fees Paid  
WSO

Return Service Requested

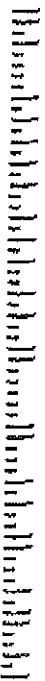
PAAMELA LONGONI  
5540 TWIN CREEKS DR  
RENO NV 89523-2214

20090722-56  
NVNTS\_CertifiedReturnReceipt

NIXIE 995 DE 1 00 08/28/08  
RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

BC: 92309303232 \*0041-03197-20-25

EJCNCP1 0255555555



# **EXHIBIT 23**

# **EXHIBIT 23**

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA - RENO DIVISION

-o0o-

PAMELA D. LONGONI, individually  
and as Guardian Ad Litem for  
LACEY LONGONI and JEAN M. GAGNON,

Plaintiffs,

Case No. 3:10-cv-00297-LRH(VPC)

vs.

GMAC MORTGAGE, LLC, a Delaware limited  
liability company, EXECUTIVE TRUSTEE  
SERVICES, LLC, a Delaware limited liability  
company, RESIDENTIAL FUNDING COMPANY, LLC, a  
Delaware limited liability company, f/k/a  
RESIDENTIAL FUNDING CORPORATION, a Delaware  
Corporation, RESIDENTIAL ASSET MORTGAGE  
PRODUCTS, INC., a Delaware Corporation,  
ILLEANNA PETERSON, KATHLEEN GOWEN,  
individuals, et al.,

Defendants.

---

DEPOSITION OF

PAMELA LONGONI

Thursday, November 10, 2011

Reno, Nevada

Reported by: Lesley A. Clarkson, CCR #182

Job No. 147415

PAMELA LONGONI - 11/10/2011

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1 BY MR. BASHFORD:

2 Q Why would you not have mentioned the conversation  
3 about being told you had to go into default when asking for  
4 a loan modification?

5 A I don't know.

6 Q Your statement in here in the second paragraph  
7 says -- well, let's go through the whole letter.

8 "Please accept this letter as a request for a loan  
9 modification regarding the above-referenced account."

10 Now, you had already had one loan modification; is  
11 that correct?

12 A Yes.

13 Q Did you go into default before that one?

14 A I don't think so.

15 Q You didn't miss any payments?

16 A I don't think so. I can't recall.

17 Q In the second paragraph, "Mr. Gagnon is currently  
18 working as a police officer with the state of Nevada  
19 required to cover all areas the state. In August 2008  
20 Mr. Gagnon was relocated to Las Vegas, Nevada, where he is  
21 currently working. This relocation has resulted in having  
22 Mr. Gagnon and Miss Longoni having to facilitate the costs  
23 associated with paying for two households and living  
24 expenses. Considering the recent economic decline and the  
25 news from Nevada's governor that all state of Nevada

PAMELA LONGONI - 11/10/2011

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1 employees will be experiencing a six percent pay cut, our  
2 residence located at 5540 Twin Creeks Drive in Reno, Nevada,  
3 is at risk of falling behind in payments."

4 Was that the reason that you understood why you  
5 were at risk of falling behind in payments?

6 A Well, that our income wasn't going to be what it  
7 was, so yeah, that we would be at risk of falling behind. I  
8 don't believe that we had fallen behind at that time until  
9 we were instructed to do so.

10 Q Following that it says, "In fact we were unable to  
11 make the mortgage payment for December 2008."

12 A Yes.

13 Q You didn't mention there that you were told not to  
14 make it?

15 A No.

16 Q Why would you not have mentioned that?

17 MR. BEKO: Objection, asked and answered. Don't  
18 answer it again.

19 THE WITNESS: Okay.

20 BY MR. BASHFORD:

21 Q What do you mean by you were unable to make the  
22 mortgage payment for December 2008?

23 A I don't know what I was, what was in my head at  
24 the time of writing this letter, but I'm just assuming that  
25 we did not make that payment of December of 2008 as an

PAMELA LONGONI - 11/10/2011

Page 54

1 attempt to try to get into the modification program.

2 Q Could you not afford to make the mortgage payment  
3 in December 2008?

4 A I don't think that was the case at that time.  
5 Things were becoming difficult with two households.

6 Q But am I correct here that you -- you said you  
7 were not able to make the mortgage payment. Was that true?

8 A I thought I explained that. I can't recall our  
9 situation at that time. I just know that I made a huge  
10 effort with Homecomings to try to work out something.

11 Q I understand all that. But I'm asking about the  
12 specific language where you said you were not able to make  
13 the mortgage payment.

14 MR. BEKO: Well, I'll object to your question as a  
15 description of the word she used. But nevertheless, the  
16 content is the same.

17 BY MR. BASHFORD:

18 Q That you were unable to make the mortgage payment.  
19 Is that -- did you have the money to make the mortgage  
20 payment?

21 A I would assume yes, we did. But it was three  
22 years ago. I don't know what the circumstances were.

23 Q I'm curious. If you had the money to make the  
24 mortgage payment, why would you tell Homecomings that you  
25 were unable to make the mortgage payment?

1 (Exhibit 69 marked.)

2 BY MR. BASHFORD:

3 Q I'm going to hand you what I'm marking as Exhibit  
4 69.

5 MR. BASHFORD: And for the record, there is an  
6 Exhibit 40, there's a copy of this with no Bates number.  
7 I'm entering this one because it has the Longoni Bates  
8 number on it.

9 BY MR. BASHFORD:

10 Q Are you familiar with this document?

11 A (Reviewing document.)

12 I have a copy of this.

13 Q Do you know when you first saw a copy of this?

14 A When I lost my home.

15 Q Okay. And how did you obtain a copy of this?

16 A I believe that in August of 2009, I can't recall  
17 how I got the copy, but it was in August of 2009 that I saw  
18 a copy of it.

19 MR. BEKO: I'm sorry. You re-marked this with a  
20 new number, not as 40, right?

21 MR. BASHFORD: No, it's 69.

22 MR. BEKO: Okay. Thanks.

23 BY MR. BASHFORD:

24 Q I'm going to hand you what has previously been  
25 marked as Exhibit 47. And is that the correct address in

1 the center?

2 A Yes.

3 Q Okay. Can you read that on the bottom right hand  
4 where it says return to sender, unclaimed?

5 A Uh-huh. Yes. Sorry.

6 Q Did you at any time refuse to accept a certified  
7 mail in March of 2009?

8 A No.

9 Q Did you leave unclaimed a certified mail?

10 A No.

11 Q So do you dispute that this letter was unclaimed?

12 A I never received this, so I don't know how it  
13 could have been claimed.

14 MR. BEKO: Well -- could you read the question  
15 back?

16 (Record read.)

17 MR. BEKO: I think, I don't think we dispute that.  
18 Yeah, we are not saying that that was claimed. Is that what  
19 you are asking? Do we dispute if it was unclaimed?

20 MR. BASHFORD: I asked her if she disputed that it  
21 was unclaimed, and you are now defining what you two are  
22 saying.

23 MR. BEKO: Well, I'm just -- our position is that  
24 it was not claimed. So I'm not quite sure, your question is  
25 kind of like a triple negative. Do you dispute that.

1 MR. BASHFORD: Do you dispute that this was  
2 unclaimed? The post office marked it unclaimed.

3 MR. BEKO: No.

4 THE WITNESS: Yeah, I'm not saying that --

5 MR. BASHFORD: And I'd appreciate it if you  
6 wouldn't instruct your client how to answer.

7 MR. BEKO: Well, I understand that, but I'm not so  
8 sure she's answering question that you are presenting.

9 THE WITNESS: I'm confused.

10 MR. BEKO: We don't dispute it's unclaimed.

11 MR. BASHFORD: Again, I'm looking for her  
12 testimony.

13 MR. BEKO: Understood.

14 BY MR. BASHFORD:

15 Q Do you dispute that this letter was unclaimed?

16 A No.

17 Q I'm going to hand you what I've marked as 45.

18 MR. BEKO: Could I get a copy of 47? Oh, you used  
19 the old one. Okay, gotcha.

20 BY MR. BASHFORD:

21 Q Same thing, is that the correct address?

22 A Yes. It's the same.

23 Same one, right?

24 MR. BEKO: No, it's not, it's different.

25 //

PAMELA LONGONI - 11/10/2011

CERTIFICATE OF REPORTER

STATE OF NEVADA, )  
 ) ss.  
COUNTY OF WASHOE. )

I, LESLEY A. CLARKSON, Certified Court Reporter  
for the State of Nevada, do hereby certify:

That on Thursday, November 10, 2011, at the  
offices of Erickson, Thorpe & Swainston, 99 West Arroyo  
Street, Reno, Nevada, I was present and took stenotype notes  
of the deposition of PAMELA LONGONI, who personally appeared  
and was duly sworn by me, and thereafter transcribed the  
same into typewriting as herein appears;

That the foregoing transcript is a full, true and  
correct transcript of my stenotype notes of said deposition.

I further certify that I am not a relative or  
employee of an attorney or counsel of any of the parties,  
nor a relative or employee of an attorney or counsel  
involved in said action, nor a person financially  
interested in the action.

Dated at Reno, Nevada, this 18th day of November,  
2011.

*Lesley A. Clarkson*

Lesley A. Clarkson, CCR #182

# **EXHIBIT 24**

**EXHIBIT 24**

## **GMAC Mortgage**

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

07/16/09

JEAN M GAGNON  
PAMELA LONGONI  
5540 TWIN CREEKS DRIVE  
RENO NV 89523

RE: Account Number 7440353498  
Property Address 5540 TWIN CREEKS DRIVE  
RENO NV 89523

Dear JEAN M GAGNON  
PAMELA LONGONI

The repayment plan we previously established at your request has been canceled for one or more of the following reasons:

☐ The payment received does not represent the correct amount as specified in the signed repayment agreement.

☒ The payment was not received by the payment due date as specified in the signed repayment agreement.

☐ The signed repayment agreement has not been received.

☐ The required contribution has not been received.

Notice -- This is an attempt to collect a debt and any information obtained will be used for that purpose. If your debt has been discharged in bankruptcy, our rights are being exercised against the collateral for the above-referenced loan, not as a personal liability.

At this time, the default proceedings will resume. If you wish to discuss the status of your account or the canceled payment plan, please contact the Loss Mitigation Department at 800-850-4622, extension .

Loss Mitigation Department  
Loan Servicing

5:86

GMAC-01-0282

# **EXHIBIT 25**

# **EXHIBIT 25**

Invoice Number Account Number Date Due Page  
0802409519 307058274-00001 Past Due 7 of 38

**Detail for Pam Longoni: 775-530-5251**

**Voice, continued**

Date	Time	Number	Rate	Usage Type	Origination	Destination	Min.	Airtime Charges	Long Dist/ Other Chgs	Total
9/04	12:35P	000-000-0086	Peak	PlanAllow,CallVM	Sparks NV	Voice Mail CL	1	---	---	---
9/04	12:42P	775-291-0666	Peak	M2MAIlow	Reno NV	Carsoncity NV	3	---	---	---
9/04	12:45P	775-328-0800	Peak	PlanAllow	Reno NV	Reno NV	1	---	---	---
9/04	12:59P	775-291-0666	Peak	M2MAIlow	Reno NV	Carsoncity NV	1	---	---	---
9/04	1:30P	775-250-9528	Peak	PlanAllow	Reno NV	Incoming CL	2	---	---	---
9/04	2:01P	877-616-6683	Peak	PlanAllow	Reno NV	Toll-Free CL	8	---	---	---
9/04	2:07P	775-813-2929	Peak	PlanAllow,CallWait	Reno NV	Incoming CL	1	---	---	---
9/04	2:08P	877-616-6683	Peak	PlanAllow	Reno NV	Toll-Free CL	2	---	---	---
9/04	2:10P	775-691-3363	Peak	PlanAllow	Reno NV	Carsoncity NV	1	---	---	---
9/04	2:11P	775-813-2929	Peak	PlanAllow	Reno NV	Reno NV	2	---	---	---
9/04	2:12P	775-762-2519	Peak	PlanAllow	Reno NV	Reno NV	2	---	---	---
9/04	2:13P	775-813-2929	Peak	PlanAllow	Reno NV	Reno NV	3	---	---	---
9/04	2:16P	775-786-3983	Peak	PlanAllow	Reno NV	Incoming CL	2	---	---	---
9/04	2:21P	775-786-3983	Peak	PlanAllow	Reno NV	Reno NV	1	---	---	---
9/04	2:22P	704-609-7920	Peak	M2MAIlow	Reno NV	Charlotte NC	8	---	---	---
9/04	2:33P	775-786-3930	Peak	PlanAllow	Reno NV	Reno NV	1	---	---	---
9/04	2:33P	775-848-0614	Peak	PlanAllow	Reno NV	Reno NV	2	---	---	---
9/04	2:35P	775-291-0666	Peak	M2MAIlow	Reno NV	Carsoncity NV	1	---	---	---
9/04	2:49P	775-789-3930	Peak	PlanAllow	Reno NV	Reno NV	1	---	---	---
9/04	2:49P	775-530-3018	Peak	M2MAIlow,CallWait	Reno NV	Incoming CL	2	---	---	---
9/04	2:50P	775-745-9953	Peak	PlanAllow	Reno NV	Reno NV	1	---	---	---
9/04	2:54P	775-786-3930	Peak	PlanAllow	Reno NV	Reno NV	4	---	---	---
9/04	2:57P	775-745-9953	Peak	PlanAllow	Reno NV	Reno NV	8	---	---	---
9/04	3:15P	775-427-5988	Peak	M2MAIlow	Reno NV	Incoming CL	4	---	---	---
9/04	3:24P	775-291-0666	Peak	M2MAIlow	Reno NV	Carsoncity NV	1	---	---	---
9/04	3:25P	775-691-4083	Peak	M2MAIlow	Reno NV	Carsoncity NV	9	---	---	---
9/04	3:44P	775-291-0666	Peak	M2MAIlow	Reno NV	Carsoncity NV	1	---	---	---
9/04	4:03P	775-427-5988	Peak	M2MAIlow	Reno NV	Incoming CL	2	---	---	---
9/04	4:14P	775-291-0666	Peak	M2MAIlow	Reno NV	Carsoncity NV	1	---	---	---
9/04	4:14P	775-291-0666	Peak	M2MAIlow	Reno NV	Carsoncity NV	3	---	---	---
9/04	5:42P	000-000-0086	Peak	PlanAllow,CallVM	Reno NV	Voice Mail CL	2	---	---	---
9/04	6:06P	775-291-0666	Peak	M2MAIlow	Reno NV	Carsoncity NV	1	---	---	---
9/04	6:08P	775-741-5546	Peak	M2MAIlow	Reno NV	Reno NV	1	---	---	---
9/04	6:07P	702-742-2418	Peak	M2MAIlow	Reno NV	Las Vegas NV	1	---	---	---
9/04	7:15P	775-741-5546	Peak	M2MAIlow	Reno NV	Reno NV	3	---	---	---
9/04	7:18P	775-772-7229	Peak	M2MAIlow	Reno NV	Reno NV	2	---	---	---
9/04	7:21P	775-815-9450	Peak	PlanAllow	Reno NV	Reno NV	1	---	---	---
9/04	8:27P	775-761-6495	Peak	PlanAllow	Reno NV	Ely NV	2	---	---	---
9/04	8:37P	925-487-3218	Peak	PlanAllow	Reno NV	Incoming CL	6	---	---	---
9/04	8:47P	775-772-7229	Peak	M2MAIlow	Reno NV	Reno NV	1	---	---	---
9/04	8:51P	000-000-0086	Peak	PlanAllow,CallVM	Reno NV	Voice Mail CL	1	---	---	---
9/04	10:03P	925-487-3218	Off-Peak	N&W	Reno NV	Incoming CL	2	---	---	---
9/04	11:59P	775-530-3018	Off-Peak	M2MAIlow	Reno NV	Reno NV	1	---	---	---
9/04	11:59P	775-530-3018	Off-Peak	M2MAIlow	Reno NV	Reno NV	2	---	---	---
9/05	9:24A	775-329-1050	Off-Peak	N&W	Reno NV	Reno NV	2	---	---	---

Arleen  
Pam Cfb-