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

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

**RESCAP BORROWER CLAIMS TRUST'S OBJECTION TO CLAIM NO. 684 FILED
BY BERNARD WARD AND COLLEEN HALLORAN**



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

The ResCap Borrower Claims Trust (the “Borrower Trust”), established pursuant to the terms of the Chapter 11 plan confirmed in the above captioned bankruptcy cases (the “Chapter 11 Cases”) [Docket No. 6065], as successor in interest to the above captioned debtors (collectively, the “Debtors”) with respect to Borrower Claims (as defined below), hereby submits this objection (the “Objection”) seeking to disallow and expunge, without leave to amend, proof of claim no. 684 (the “Claim”) filed by Bernard Ward and Colleen Halloran (the “Claimants”) against Debtor GMAC Mortgage, LLC (“GMACM”) for \$1,000,000.00 pursuant to section 502(b) of title 11 of the United States Code (the “Bankruptcy Code”) and Rule 3007(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), on the grounds that the Claim fails to state a basis for liability against the Debtors.¹ The Borrower Trust seeks entry of an order substantially in the form annexed hereto as Exhibit 1 (the “Proposed Order”) granting the requested relief. In support of the Objection, the Borrower Trust submits the declaration of Sara Lathrop, Senior Claims Analyst for the Borrower Trust, attached hereto as Exhibit 2 (“Lathrop Decl.”) and the declaration of Gregory Huber, attorney at Severson & Werson, attached hereto as Exhibit 3 (the “Huber Declaration”).

PRELIMINARY STATEMENT

1. The Borrower Trust examined the Claim and the statements and exhibits submitted in support thereof. A copy of the Claim is attached hereto as Exhibit 4. The asserted basis for the Debtors’ liability is “Breach of Contract, Fraud.” Attached to the Claim is a Complaint filed by Bernard Ward and Colleen Halloran against GMACM. The Complaint asserts causes of action for breach of contract, negligence, wrongful foreclosure,

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

set aside wrongful sale, intentional misrepresentation, negligent misrepresentation, fraud, unfair business practices, declaratory relief, injunctive relief, and specific performance. All of the causes of action purportedly arise out of loan modification negotiations and a rescinded foreclosure sale in April and May 2011.

2. The Claimants' breach of contract cause of action fails as a matter of law. That claim is premised on a contract the Claimants allege was created between GMACM and the Claimants' attorney based on an oral conversation between GMACM and the attorney and two letters that were exchanged after the conversation. The Claimants assert that these interactions created a binding contract to modify their loan at a fixed interest rate, rather than the step/fixed interest rate that was approved by the investor and subsequently offered by GMACM to the Claimants. However, as described in greater detail herein, the alleged conversation and letters between GMACM and the Claimants cannot form a contract as a matter of law. California law requires the modification of a loan secured by a deed of trust to be in writing and signed by each party to the contract. Here, neither the conversation nor the letters meet these criteria, thus making any alleged agreement impermissible under the statute of frauds. Furthermore, no contract has been formed between the parties, because the letters exchanged by the parties contain insufficient and contradictory terms, and fail to demonstrate a meeting of the minds and are too uncertain to form a binding contract.

3. The Claimants' remaining causes of action also fail. The Claimants' wrongful foreclosure claim fails because the rescission of the sale made such claim moot. Similarly, the Claimants cannot sustain causes of action for negligence or misrepresentation because the Claimants cannot demonstrate how the rescinded foreclosure sale caused them

to incur damages. Additionally, the Claimants' fraud and misrepresentation claims fail because they either do not assert any misrepresentation, do not meet the pleading standards required under for a fraud claim, or they do not demonstrate GMACM's intent to deceive. The Claimants' remaining causes of action fail because they are premised on the same allegations as the other causes of action and the relief requested cannot be provided in this proceeding and therefore are not properly before this Court. Therefore, as more fully described below, the Claim should be disallowed and expunged in its entirety from the Claims Register (defined below).

JURISDICTION, VENUE, AND STATUTORY PREDICATE

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

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

BACKGROUND

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

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

8. On September 24, 2012, the Claimant filed the Claim. See Claim.

9. On March 21, 2013, this Court entered an order approving procedures for the filing of objections to proofs of claim filed in these Chapter 11 Cases [Docket No. 3294] (the “Procedures Order”). The Procedures Order includes specific protections for Borrowers² and sets forth a process for the Debtors to follow before objecting to certain categories of Borrower Claims (the “Borrower Claim Procedures”).

10. The Debtors sent Request Letters to certain Borrowers, including the Claimant, requesting additional documentation in support of their claims. See Lathrop Decl. ¶ 4. The Request Letters state that the claimant must respond within 30 days with an explanation that states the legal and factual reasons why the claimant believes he is owed money or is entitled to other relief from the Debtors, and the claimant must provide copies of any and all documentation that the claimant believes supports the basis for his claim. The Request Letters further state that if the claimant does not provide the requested explanation and supporting documentation within 30 days, the Debtors may file a formal objection to the claimant’s claim, seeking to have the claim disallowed and permanently expunged. A Request Letter was sent to the Claimant and a response was received on July 3, 2013. See Diligence Response, attached to the Lathrop Decl. as Exhibit A.

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

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

12. The Plan provides for the creation and implementation of the Borrower Trust, which is established for the benefit of Borrowers who filed claims to the extent such claims are ultimately allowed either through settlement or pursuant to an Order of the Court. See Plan, Art. IV.F. The Borrower Trust was established to, among other things, “(i) direct the processing, liquidation and payment of the Allowed Borrower Claims in accordance with the Plan, and the distribution procedures established under the Borrower Claims Trust Agreement, and (ii) preserve, hold, and manage the assets of the Borrower Claims Trust for use in satisfying the Allowed Borrower Claims.” See id.

RELIEF REQUESTED

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

OBJECTION

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

BACKGROUND FACTS

15. On October 25, 2006, GMACM originated a loan (the “Loan”) in the amount of \$905,000.00 to Bernard Ward, evidenced by a note (the “Note”) and secured by a deed of trust (the “Deed of Trust”) executed by the Claimants on property located at 3300 Kirkham Street, San Francisco, CA 94122 (the “Property”). Copies of the Note and the Deed of Trust are attached to the Lathrop Decl. as Exhibit B and Exhibit C, respectively. The Loan was transferred to Wells Fargo Bank, N.A. (“Wells Fargo”). See Lathrop Decl. at ¶ 5.

16. GMACM serviced the Loan from origination until servicing was transferred to Ocwen Loan Servicing, LLC on February 16, 2013. See Lathrop Decl. ¶ 6.

17. As a result of Bernard Ward’s incarceration beginning in 2008, the Claimants experienced financial difficulties in making timely loan payments. See Financial Analysis Form, attached to the Huber Decl. as Exhibit D. On May 26, 2010, a Notice of Default was recorded in the San Francisco County Assessor’s Office. See Notice of Default, attached to the Lathrop Declaration as Exhibit D. At that time, the account was owing for the January 1, 2010 payment. See id.

18. In August 2010, Colleen Halloran engaged the help of her brother and attorney, Timothy Halloran, to negotiate a loan modification on behalf of her and Bernard Ward. See Letter from Timothy Halloran, attached as Exhibit E to the Huber Decl. Mr. Halloran had experience in negotiating loan modifications as part of his legal practice. See Timothy Halloran Deposition, attached to the Huber Decl. as Exhibit F, at 9-11. From August 2010 through June 8, 2011, only Mr. Halloran communicated with GMACM concerning the Deed of Trust. See Timothy Halloran Deposition at 153-154; see also Deposition of Colleen Halloran, attached to the Huber Decl. as Exhibit G, at 92.

19. On January 12, 2011, after months of working with Mr. Halloran to get sufficient documents to review Mr. Ward for a loan modification, GMACM approved Mr. Ward for a traditional trial plan. See Servicing Notes, attached to the Lathrop Declaration as Exhibit E, at 71 of 126. On January 14, 2011, GMACM sent Mr. Ward a trial plan agreement (the “Trial Modification”). See Trial Modification, attached to the Lathrop Decl. as Exhibit F. The Trial Modification laid out the terms of the trial plan, the amount of each trial payment (\$3,260.26), the date each payment was due, the amount of the escrow payment, and each party’s rights under the agreement. See id. The Trial Modification is also signed by Ms. Halloran, in her capacity as power of attorney for Bernard Ward. See id.

20. The Claimants made the required payments under the Trial Modification, and as a result, the Loan was reviewed for a permanent modification. See Servicing Notes at 69. On April 7, 2011, Wells Fargo approved a permanent modification of the Loan (the “First Loan Modification”). See April 7, 2011 Email from Wells Fargo to GMACM, attached to the Lathrop Decl. as Exhibit G. Wells Fargo approved the modification under the following terms: modified principal of \$1,129,853.88, a modified interest rate that would start at 2.875% and increase at fixed intervals to 3.875% and 4.86%, a maturity date of April 1, 2047, and a first payment due date of May 1, 2011. See id. The monthly principal and interest payment would start at \$2,706.95 and increase when the interest rate increased. See id.

21. On April 22, 2011, Mr. Halloran sent GMACM a letter that memorialized an alleged conversation between a representative of GMACM and Mr. Halloran whereby GMACM informed Mr. Halloran that the Loan had been approved for a modification (the “April 22 Letter”). See April 22 Letter, attached as Exhibit 3 to the Proof

of Claim. In the letter, Mr. Halloran stated his understanding that Mr. Ward was approved for a traditional loan modification with an interest rate of 2.88%, as well as 432 modified payments of principal, interest, and PMI of \$3,253.24 per month. See id. The April 22 Letter also indicated that the paperwork to execute the Loan Modification was forthcoming.

22. On April 28, 2011, GMACM's customer care division sent a letter in response to the April 22 Letter (the "April 28 Letter"). See April 28 Letter, attached to the Lathrop Declaration as Exhibit H. In the April 28 Letter, GMACM confirmed that a traditional permanent modification was approved on April 21, 2011, and that the modification would include terms such as the modified monthly payment and interest rate. See id. The April 28 Letter did not include an actual agreement to modify the Loan.

23. In May 2011, Claimants were denied a permanent loan modification due to an internal accounting error at GMACM. See July 28, 2011 GMACM Email, attached to the Huber Declaration as Exhibit C. As a result, the Property was foreclosed upon on May 20, 2011. See Servicing Notes at 60 of 126. A representative of GMACM attempted to call the Claimants on May 13, 2011 to inform them of the foreclosure sale, and when no one answered, the representative left a voicemail. See id. at 64 of 126.

24. On June 6, 2011, GMACM received a letter from the Claimants disputing the foreclosure sale. See Servicing Notes at 53 of 126.

25. On June 8, 2011, the Claimants filed a complaint against GMACM (the "Complaint") in the Superior Court of California, San Francisco County (the "State Court"). A copy of the Complaint is attached to the Huber Declaration as Exhibit A. The Complaint asserts causes of action for: (1) Breach of Contract; (2) Negligence; (3) Wrongful Foreclosure; (4) To Set Aside the Foreclosure Sale; (5) Intentional Misrepresentation; (6)

Negligent Misrepresentation; (7) Fraud; (8) Unfair Business Practices; (9) Declaratory Relief; (10) Injunctive Relief; and (11) Specific Performance. See id.

26. On June 9, 2011, three days after receiving the letter contesting the foreclosure sale GMACM commenced the process of rescinding the foreclosure sale. See Servicing Notes at 43 of 126. The foreclosure sale was rescinded on June 13, 2011. See id. at 50 of 126. On June 21, 2011, GMACM corrected the Claimants' credit report so that it would not reflect the foreclosure sale. See id. at 43 at 126.

27. On June 23, 2011, GMACM again began reviewing the Loan for a modification. See Servicing Notes at 41 of 126. On July 7, 2011, GMACM received approval from the investor for a new loan modification (the "Second Loan Modification") under the following terms: a down payment of \$3,253.24, capitalizing the payments owed for May 2010 through August 2011 (for a first payment date of September 1, 2011), a new unpaid principal balance of \$1,143,326.94, a maturity date of November 1, 2046, an initial monthly principal and interest payment of \$2,620.15, and a step-rate interest rate that would start at 2.75% (for a monthly PITI payment of \$3,230) for the first five years, increase to 3.75% (for an estimated monthly PITI payment of \$4,182.90) for the sixth year, and then increase to 4.50% (for an estimated monthly PITI payment of \$4,897.48) for the remaining period of the Loan. See Second Loan Modification Agreement, attached to the Huber Decl. as Exhibit B. Thus, despite including an additional four months of capped unpaid monthly payments, the Second Loan Modification provided the Claimants with a lower interest rate, a lower monthly payment, and an earlier maturity date than the First Loan Modification.

28. GMACM mailed the permanent modification documents to the Claimants on July 22, 2011. See Servicing Notes at 36 of 126. However, the modification

was denied on September 28, 2011 because the Claimants did not return the signed modification documents. See Servicing Notes at 35 of 126.

29. On March 12, 2012, GMACM approved the Claimants for a third modification (the “Third Loan Modification”). The terms included capitalizing the payments owed for May 2010 through March 2012 (for an initial payment of April 1, 2012), a new unpaid principal balance of \$1,171,779.69, a maturity date of November 1, 2046, an initial monthly principal and interest payment of \$2,441.00, and a step-rate interest rate that would start at 2.5% (for a monthly PITI payment of \$3,066.77) for the first five years, increase to 3.5% (for a monthly PITI payment of \$3,417.69) for the sixth year, and then increase to 3.75% (for a monthly PITI payment of \$3,661.81) for the remaining period of the Loan. See Servicing Notes at 31 of 126. Thus, despite including an additional eleven months of capped unpaid monthly payments, the Third Loan Modification provided the Claimants with a lower interest rate, a lower monthly payment, and an earlier maturity date than the First Loan Modification.

30. GMACM mailed the permanent modification documents to the Claimants on March 12, 2012. See Servicing Notes at 30 of 126. However, the modification was denied on August 13, 2012 because the Claimants did not return the signed modification documents. See id. at 28 of 126.

31. Discovery was exchanged and depositions were taken in the State Court lawsuit. On February 17, 2012, GMACM filed a Motion for Summary Judgment. Before GMACM’s Motion for Summary Judgment was heard, the litigation was stayed on May 29, 2012 as a result of the Debtors’ bankruptcy case. The stay remains in effect. See State Court Docket, attached to the Huber Declaration as Exhibit H.

32. On information and belief, the Claimants remain in the Property.

ARGUMENT

33. The Claimants assert causes of action based on the rescinded foreclosure sale and the failure to execute a loan modification. For the following reasons, those causes of action fail as a matter of law.

1. Breach of Contract

34. The Claimants assert that either the April 22 Letter or the April 28 Letter amounted to a loan modification and that GMACM breached this alleged contract when it did not modify the Loan under only the limited terms stated in those letters. See Complaint, ¶¶ 39-47. In California, “A cause of action for breach of contract requires proof of the following elements: (1) existence of the contract; (2) plaintiff's performance or excuse for nonperformance; (3) defendant's breach; and (4) damages to plaintiff as a result of the breach.” CDF Firefighters v. Maldonado, 70 Cal. Rptr. 3d 667, 679 (Cal. Ct. App. 2008) (citation omitted). Here, since there was no enforceable loan modification, there was no contract upon which to form the basis of this cause of action.

There is No Enforceable Contract Because There Was No Meeting of the Minds

35. In the Complaint, the Claimants assert that they entered into a written loan modification agreement with GMACM when they sent the April 22 Letter and received the April 28 Letter. See Complaint, ¶ 28. In support of this claim, the Claimants assert (1) GMACM orally modified the Loan and told Mr. Halloran that the loan modification paperwork would be sent shortly, (2) on April 22, 2011, Mr. Halloran confirmed the approved terms for modification and that the oral modification would be reduced to writing at a later date, and (3) the oral modification was reduced to writing on April 28, 2011, via an unsigned letter from an unverifiable GMACM employee. See Complaint ¶¶ 25-28. The

Claimants are seeking a loan modification with a fixed interest rate of 2.875%, rather than the step/fixed rate that was approved by Wells Fargo (and offered to the Claimants with the same or better terms in the Second and Third Loan Modifications). However, none of these allegations demonstrate that there was a meeting of the minds as to all of the material terms of a loan modification. Therefore, while it appears that there was an agreement to enter into a loan modification in the future, the April 22 and April 28 Letters do not constitute a valid modification.

36. In California, “there is no contract until there has been a meeting of the minds on all material points.” Am. Emp. Grp., Inc. v. Emp’t Dev. Dep’t., 65 Cal. Rptr. 3d 233, 241 (Cal. Ct. App. 2007) (emphasis omitted) (citation omitted). “[T]he failure to reach a meeting of the minds on all material points prevents the formation of a contract even though the parties have orally agreed upon some of the terms, or have taken some action related to the contract.” Id. (citation omitted). Further, an essential element of a contract is the parties consent. Cal. Civ. Code § 1550. “Consent is not mutual, unless the parties all agree [to the] same thing in the same sense.” Cal. Civ. Code § 1580. Furthermore, where a contract does not agree on an essential element and provides no determination thereof, the contract is unenforceable until future agreement is reached. See Horsemen’s Benevolent & Protective Ass’n v. Valley Racing Ass’n, 6 Cal. Rptr. 2d 698, 709 (Cal. Ct. App. 1992).

37. Here, the April 22 Letter and the April 28 Letter do not demonstrate a meeting of the minds as to a number of points that are material to a loan modification. For example, neither letter includes terms for: (i) the amount of the modified principal balance of the Loan, (ii) the number of payments under the modified loan, (iii) the maturity date, (iv) the date the payments are due, (v) the obligations of the parties, (vi) the actions

resulting from or the parties rights upon a breach of the agreement (including ability to assess late fees or initiate foreclosure), or (vii) the total amount paid over the life of the Loan. Additionally, the April 22 Letter and the April 28 Letter contradict each other with respect to a very material point, the interest rate to be charged under a purported modification (with the former listing a rate of 2.88% and the latter listing a rate of 2.875%). A summary of the information included (and lacking) in each letter is provided below:

Material Term	April 22 Letter	April 28 Letter
Interest Rate	2.88%	2.875%
Modified Principal Balance	N/A	N/A
Monthly Principal and Interest Payment	\$2,678.12	\$2,678.12
Principal, Interest, and PMI Payment	\$3,253.24	\$3,253.24
Number of Payments Under the Modified Loan	432	N/A
Loan Maturity Date	N/A	N/A
Due Date for Monthly Payments	N/A	N/A
Initial Payment Date	May 1	N/A
Principal, Interest, and PMI Payment	\$3,253.24	\$3,253.24
Obligations of the Parties	N/A	N/A
What Constitutes a Breach of the Agreement	N/A	N/A
Rights of the Parties Upon Breach	N/A	N/A

38. In fact, even Colleen Halloran and Timothy Halloran disagree as to which set of terms make up the alleged contract, with Colleen Halloran stating she believes it to be the April 28 Letter and Timothy Halloran stating he believed it to be the April 22

Letter. See Timothy Halloran Deposition, at. 74-75; Colleen Halloran Deposition, at. 83-84. Thus, because the April 22 Letter and the April 28 Letter are either silent or ambiguous as to a number of material elements of a loan modification agreement, there is no meeting of the minds and therefore, no valid contract.

39. Moreover, neither the April 22 Letter nor the April 28 Letter demonstrate a meeting of the minds that the letters were meant to be a modification of the Loan, as it was clear that a formal loan modification agreement was to follow both letters. “A manifestation of willingness to enter into a bargain is not an offer if the person to whom it is addressed knows or has reason to know that the person making it does not intend to conclude a bargain until he has made a further manifestation of assent.” Kruse v. Bank of Am., 248 Cal. Rptr. 217, 229 (Cal Ct. App. 1988). An agreement to formalize a contract in the future amounts to nothing and cannot be the basis for a cause of action. Kerr Glass Mfg. Corp. v. Elizabeth Arden Sales Corp. 141 P.2d 938, 939 (Cal. Ct. App. 1943); see also Mason v. Woodland Sav. and Loan Ass’n, 61 Cal. Rptr. 740, 742 (Cal. Ct. App. 1967).

40. The Claimants and Mr. Halloran were aware that a loan modification would require a more formal document than the two letters because they had signed the Trial Modification, which required their signature and contained the types of material terms that were lacking in either of the letters. In his deposition, Timothy Halloran stated that he had extensive experience negotiating loan modifications, and he admitted that GMACM indicated it would send paperwork to be executed but that no paperwork was ever sent. See Timothy Halloran Deposition, at 149.

41. Here, it is clear that a formal contract to modify the Loan, including all material terms and places for signatures to memorialize assent, were to follow the April 22

Letter and the April 28 Letter and that the Claimants are trying to take advantage of confusion in the letters to receive a loan modification under terms that were not agreed to. This motivation is evidenced by the fact that the Claimants refused to accept the terms of either the Second or Third Loan Modification. As a result, neither letter can be considered a contract.

The Letters Do Not Meet the Requirements of the Statute of Frauds

42. In addition to failing to demonstrate a meeting of the minds, neither the April 22 Letter nor the April 28 Letter are executed. In accordance with the statute of frauds, an agreement for the sale of real property or an interest in real property must be in writing and **subscribed by the party to be charged or by the party's agent**. See Cal. Civ. Code § 1624(a)(3) (stating the statute of frauds); see also Cal. Civ. Code § 2922 (a “mortgage can be created, renewed, or extended, only by writing executed with the formalities required in the case of a grant of real property.”). “An agreement to modify a contract that is subject to the statute of frauds is also subject to the statute of frauds....” Secrest v. Sec. Nat’l Mortg. Loan Tr. 2002-2, 84 Cal. Rptr. 3d 275, 282 (Cal. Ct. App. 2008). Thus, “an agreement by which a lender agreed to forbear from exercising the right of foreclosure under a deed of trust securing an interest in real property comes within the statute of frauds.” Id. at 277.

43. Neither the April 22 Letter nor the April 28 Letter was signed by either the Claimants or GMACM. The April 22 Letter was signed by Mr. Halloran, not the Claimants. California law is clear that “[w]hen an attorney in fact executes an instrument transferring an estate in real property, he must subscribe the name of his principal to it, and his own name as attorney in fact.” See Cal. Civ. Code § 1095. There is no indication that

Mr. Halloran is signing on behalf of the Claimants, and therefore does not constitute a signature necessary to create a valid contract under the statute of frauds. Additionally, the April 28 Letter contains no signature whatsoever from anyone purporting to represent GMACM, and therefore also cannot satisfy the statute of frauds.

44. Finally, Claimants' allegations that there was an oral agreement between the representative of GMACM and Timothy Halloran to modify the Loan also fail under the statute of frauds. As discussed above, any modification of the Loan is covered by the statute of frauds. As a result, the alleged oral contract is not enforceable.

There is No Enforceable Contract Because the Purported Terms Were Impermissibly Uncertain

45. In addition to the reasons stated above, the letters do not create a contract because the material terms are too uncertain. Under California law, a determination of whether a contract is sufficiently certain and enforceable is a question of law for the court. See Erse Grae Corp. v. Fluor Corp., 2 Cal. Rptr. 2d 288, 294 (Cal. Ct. App. 1991). "To be enforceable, a promise must be definite enough that a court can determine the scope of the duty, and the limits of performance must be sufficiently defined to provide a rational basis for the assessment of damages." Ladas v. Cal. State Auto. Ass'n, 23 Cal. Rptr. 2d 810, 814 (Cal. Ct. App. 1993). "Where a contract is so uncertain and indefinite that the intention of the parties in material particulars cannot be ascertained, the contract is void and unenforceable." Cal. Lettuce Growers v. Union Sugar Co., 289 P.2d 785, 790 (Cal. Ct. App. 1955).

46. As noted above, the two letters that the Claimants assert form the basis of the contract are either silent or contradictory as to a number of material terms, including:

the interest rate, the modified principal, the number of payments under the modified loan, the modified maturity date, the payment due dates, the obligations of the parties, actions resulting in breach, effects of a breach, available damages, the underlying Deed of Trust to be modified, and the total amount to be paid over the life of the loan. Without a common understanding as to these material provisions, it is impossible to determine how a contract was purportedly breached and what the party's rights are in the event of a breach. As a result, even if the April 22 or the April 28 letters constituted a contract, the vagueness of these material terms renders the contract void and unenforceable as a matter of law. Therefore, the Claimants' breach of contract claim fails.

2. Negligence

47. Claimants second cause of action, for negligence, premised on two allegations: (1) GMACM failed to properly credit payments under the alleged loan modification, and (2) GMACM negligently foreclosed on the Property.

48. "To state a [claim for negligence] under California law, a plaintiff must plead: '(1) defendant's legal duty of care toward plaintiff, (2) defendant's breach of that duty, (3) damage or injury to plaintiff, and (4) a causal relationship between defendant's negligence and plaintiff's damages.'" Griffin v. Green Tree Servicing, LLC, No. 14-cv-09408 (MMM), 2015 WL 10059081, at *11 (C.D. Cal. Oct. 1, 2015) (quoting Palm v. United States, 835 F. Supp. 512, 520 (N.D. Cal. 1993)). Here, with

49. With regard to the first allegation, Claimants' negligence claim fails for two reasons. As discussed above, there was no permanent loan modification, so GMACM cannot have been negligent in failing to abide by any alleged terms.

50. Second, Claimants cannot demonstrate that GMACM owed them a duty of care with regard to servicing their Loan. "Generally, 'a financial institution owes no

duty of care to a borrower when the institution's involvement in the loan transaction does not exceed the scope of its conventional role as a mere lender.” Griffin, 2015 WL 10059801, at *11 (quoting Velazquez v. Chase Home Fin., LLC, No. C 10-01641 SI, 2010 WL 3211905, at *5 (N.D. Cal. Aug. 12, 2010). “The principle that a financial institution owes no duty to a borrower has been extended to loan servicers as well.” Id. (citation omitted); see also Cheung Yiu v. Wells Fargo Bank, N.A., 987 F. Supp. 2d 972, 980 (N.D. Cal. 2013) (holding that there was no negligence claim for negligent acceptance of payments because a loan service does not owe a borrower a duty of care). The allegations that GMACM failed to properly credit the Claimants’ account after the First Loan Modification relates solely to GMACM’s role as loan servicer, and therefore cannot form the basis of a negligence claim because the Claimants have not sufficiently alleged a duty that GMACM breached.

51. The Claimants cannot demonstrate that they were harmed by the foreclosure. As noted in ¶ 26 *supra*, the foreclosure sale was rescinded less than twenty-five days after it took place, GMACM corrected the Claimants’ credit report to remove the sale, and the Claimants were not evicted from the Property. Additionally, less than two months after the foreclosure sale, GMACM offered the Claimants a permanent modification that provided them with the same (or better) terms than they were originally offered in April 2011. See ¶ 27 *supra*. Therefore the negligence claim must fail because the Claimants cannot demonstrate any damages were incurred as a result of the foreclosure sale.

3. Wrongful Foreclosure/Set Aside the Foreclosure Sale

52. The Claimants third and fourth causes of action assert claims for wrongful foreclosure and to set aside the foreclosure sale (the “Wrongful Foreclosure

Causes of Action”). See Complaint, ¶¶ 52-64. However, both of these causes of action are moot because the foreclosure sale was rescinded.

53. Courts have noted that where a foreclosure sale has been rescinded, any claim for wrongful foreclosure is moot. See Sutcliffe v. Wells Fargo Bank, N.A., 283 F.R.D. 533, 547 (N.D. Cal. 2012) (“In the context of foreclosure, for example, claims for wrongful foreclosure are likely moot where the foreclosure is cancelled and a loan modification is offered instead.”) (citing Wooten v. Countrywide Home Loans Inc., No. 11-cv-1791 MCE, 2012 WL 346460, at *4 (E.D. Cal. Feb. 1, 2012); Medici v. JPMorgan Chase Bank, N.A., No. 11-cv-00959-HA, 2012 WL 929785, at *3-4 (D. Or. Mar. 16, 2012) (holding that where a foreclosure was rescinded, claims challenging the foreclosure sale were moot, though tort claims for damages could go forward). Thus, Claimants cause of action for wrongful foreclosure, as well as the request for the equitable relief of having the Court set aside the foreclosure sale, is moot based on the rescission of the foreclosure sale.

54. Additionally, as stated above, even if the rescission did not moot the Claimants’ Wrongful Foreclosure Causes of Action, the Claimants cannot show that they were damaged by the foreclosure sale. The sale was rescinded within 20 days of its occurrence, and the Claimants’ credit report was corrected to no longer reflect the foreclosure sale. As a result, the wrongful foreclosure causes of action fails as a matter of law.

4. Intentional Misrepresentation and Negligent Misrepresentation

55. The Claimants’ fifth and sixth causes of action assert claims for intentional and negligent misrepresentation. See Complaint ¶¶ 65-81. These causes of action are premised on five alleged misrepresentations by GMACM: (1) GMACM was working with the Claimants to secure a loan modification and cure the default on the

Property; (2) Claimants were approved for a permanent loan modification as of April 21, 2011; (3) GMACM was the Lender under the promissory note; (4) GMACM had authority to enter into a contract regarding the Loan; and (5) following the foreclosure sale on May 20, 2011, GMACM stated that the status quo on the Property would remain the same. See Complaint ¶¶ 66, 74. None of these purported misrepresentations can form the basis of a cause of action for GMACM.

56. “The elements of intentional misrepresentation, or actual fraud, are: (1) misrepresentation (false representation, concealment or nondisclosure); (2) knowledge of falsity (scienter); (3) intent to defraud (i.e., to induce reliance); (4) justifiable reliance; and (5) resulting damage.” Anderson v. Deloitte & Touche LLP, 66 Cal. Rptr. 2d 512, 515 (Cal. Ct. App. 1997) (citation omitted). “Fraud is a charge that is easily made but less often substantiated.” Conrad v. Bank of Am., 53 Cal. Rptr. 2d 336, 351 (Cal. Ct. App. 1996).

57. Fraud claims are not subject to the general liberal construction policy for pleading. Wilhelm v. Pray, Price, Williams & Russell, 231 Cal. Rptr. 355, 358 (Cal. Ct. App. 1986) (“allegations in a fraud action need not be liberally construed . . . [i]t is bad for courts to allow and lawyers to use vague but artful pleading of fraud simply to get a foot in the courtroom door.”) (citation omitted). This is because fraud allegations “involve a serious attack on character, and fairness to the defendant demands that he should receive the fullest possible details of the charge in order to prepare his defense.” Comm. on Children’s Television, Inc. v. Gen. Foods Corp., 673 P.2d 660, 672 (Cal. 1983). It is well-settled that fraud must be pled with specificity. Lazar v. Super. Ct. of L.A. Cnty., 909 P.2d 981, 989 (Cal. 1996). Under both California state law and the Federal Rules of Civil Procedure, fraud allegations must describe the misrepresentations in detail, and allege “facts [that]

show how, when, where, to whom, and by what means the representations were tendered.”

Id. (citation omitted) (emphasis omitted); see also Vess v. Ciba-Geigy Corp. USA, 317 F.3d 1097, 1106 (9th Cir. 2003) (“[Fed. R. Civ. P.] 9(b) demands that, when averments of fraud are made, the circumstances constituting the alleged fraud be specific enough to give defendants notice of the particular fraud.”) (quotation omitted).

58. With regard to the first alleged misrepresentation, that GMACM was “working with them to secure a loan modification,” it is unclear what is false about this statement. The Claimants plead that modification negotiations began as early as August 2010 and that they resulted in Claimants being approved for and entering into the Trial Modification. See Complaint ¶¶ 17-23. GMACM then continued to work with the Claimants toward a loan modification. See Complaint ¶ 25. As described in ¶¶ 18-19 *supra*, these allegations are true. In fact, GMACM worked with the Claimants to secure a loan modification even after the foreclosure sale was rescinded. Thus, because the alleged misrepresentation is true, it cannot form the basis of a cause of action against GMACM.

59. The same applies to the second alleged misrepresentation, that the Claimants were approved for a loan modification. As stated in ¶ 20 *supra*, the Claimants were approved for a loan modification on April 7, 2011, and therefore at the time of the conversation on April 21, 2011, the GMACM representative was accurately conveying that approval. Thus, because the first and second alleged misrepresentations were accurate factual statements, it is not possible for such allegations to form the basis of a “misrepresentation” cause of action.

60. The third alleged misrepresentation, that “GMACM was the lender under the promissory note,” also cannot form the basis of a misrepresentation claim. As an

initial matter, the Claimants did not assert who allegedly made this representation, how it was made, where it was made or the speaker's authority to bind GMACM. As a result, the alleged misrepresentation does not meet the pleading standards under Rule 9 of the Federal Rules of Civil Procedure. Furthermore, the Trial Modification contradicts this misrepresentation, as it defines GMACM as "Lender" under the agreement and states, "[b]orrower acknowledges that 'Lender' is the legal holder and the owner, or agent/servicer for the legal holder and owner, of the Note. . ." See Trial Modification at 1. It is true that GMACM is the agent/servicer for the legal holder and owner of the Note, and therefore a statement that GMACM acted as the Lender is not false.

61. Like the third alleged misrepresentation, the Claimants' fourth alleged misrepresentation, that "GMACM had authority to enter into contract," is not pled with the particularity required by Fed. Rule Civ. P. 9 because it neither asserts who made the alleged misrepresentation nor when, how, where, or by what means the statement was made. As a result, it cannot form the basis of a fraud or misrepresentation claim.

62. Finally, the Claimants' final alleged misrepresentation, that following the foreclosure sale the Property would remain in status quo, also fails because, as stated above, the Claimants cannot demonstrate any damages stemming from this alleged misrepresentation. While the Claimants assert that a notice was posted on their door commencing eviction, this process clearly ended as soon as the foreclosure sale was rescinded within twenty days and the Claimants' credit report was amended. Additionally, the Claimants were offered a loan modification in July 2011 that included terms substantially similar (and, in some ways, better) than the terms originally offered. As a

result, the Claimants cannot meet the final element of a fraud claim with regard to this alleged misrepresentation, and any claim based on it also fails as a matter of law.

5. Fraud

63. The Claimants assert a cause of action for fraud, premised on the same allegations as the Misrepresentation Claims, as well as allegations that GMACM concealed material facts regarding notices, payments, assignments, and transfers related to the Mortgage Loan and promissory note on the Subject Property with the intent to defraud the Claimants. To the extent the fraud claim is premised on the alleged misrepresentations discussed above, discussed in ¶¶ 55-62 *supra*, the fraud claim fails for the same reasons as the misrepresentation claims, leaving only the Claimants' allegations of concealment.

64. The elements of a cause of action for fraud based on concealment are: “(1) the defendant must have concealed or suppressed a material fact, (2) the defendant must have been under a duty to disclose the fact to the plaintiff, (3) the defendant must have intentionally concealed or suppressed the fact with the intent to defraud the plaintiff, (4) the plaintiff must have been unaware of the fact and would not have acted as he did if he had known of the concealed or suppressed fact, and (5) as a result of the concealment or suppression of the fact, the plaintiff must have sustained damage.” Kaldenbach v. Mut. of Omaha Life Ins. Co., 100 Cal. Rptr. 3d 637, 652 (Cal. Ct. App. 2009).

65. It appears that the Claimants are asserting that GMACM wrongfully failed to disclose notice of the foreclosure sale, as well as assignments and transfers of the Property. As an initial matter, GMACM did not have a duty to disclose assignments of the Deed of Trust to the Claimants. See Deed of Trust at § 20. Therefore, any concealment of assignments or transferred cannot form the basis of a fraudulent concealment claim.

66. With regard to the allegation that GMACM concealed notice of the foreclosure sale, this is contradicted by the fact that GMACM attempted to call the Claimants on May 13, 2011 to inform them of the foreclosure sale and left a message when the Claimants did not answer. See ¶ 23, *supra*. Therefore, Claimants cannot assert that GMACM intentionally failed to disclose this information to the Claimants or had an intent to deceive them, and their fraudulent concealment claim fails because it does not meet the requisite elements for the cause of action.

6. Unfair Business Practices

67. Claimants also assert a cause of action for violation of the California Business & Professional Code, referred to as the “unfair competition law” (the “UCL”). “A court may not allow plaintiff to plead around an absolute bar to relief simply by recasting the cause of action as one for unfair competition.” Chabner v. United of Omaha Life Ins. Co., 225 F.3d 1042, 1048 (9th Cir. 2000) (citation omitted) (quotation omitted). Courts have made clear that the UCL cannot be used as an end-run around the requirements of other statutes. Glenn K. Jackson Inc. v. Roe, 273 F.3d 1192, 1203 (9th Cir. 2001) (dismissing a UCL claim where underlying negligence and fraud claims were insufficient as a matter of law); see also Krantz v. BT Visual Images, L.L.C., 107 Cal. Rptr. 2d 209, 219 (Cal. Ct. App. 2001) (the viability of a UCL claim stands or falls with the antecedent substantive causes of action).

68. The Claimants predicate their UCL claim on the same theories that provide the basis for each of their other causes of action. See Complaint ¶¶ 91-92. Indeed, their UCL claim is a mere recasting of their other claims. As all of the Claimants’ causes of actions fail—as do the faulty theories upon which they are predicated—so, too, does the Claimants’ UCL claim.

69. Furthermore, even if the Claimants could demonstrate a UCL claim, they cannot obtain relief under the statute. “A UCL action is equitable in nature; damages cannot be recovered.” Korea Supply Co. v. Lockheed Martin Corp., 63 P.3d 937, 943 (Cal. 2003). (citing Bank of the West v. Superior Court, 833 P.2d 545 (Cal. 1992)). Under the UCL, “[p]revailing plaintiffs are generally limited to injunctive relief and restitution.” Id. (citing Cel-Tech Commc’ns, Inc. v. L.A. Cellular Tel. Co., 973 P.2d 527, 539 (Cal. 1999)).

70. Bankruptcy Code section 502(b) provides that in connection with allowing or disallowing proofs of claim, the Court “shall determine the amount of such claim in lawful currency of the United States as of the date of the filing of the petition, and shall allow such claim in such amount” 11 U.S.C. § 502(b). Bankruptcy Code section 502(b) makes no provision for granting of equitable relief. Instead, the Bankruptcy Code and Bankruptcy Rules require that requests for an injunction be sought through an adversary proceeding. See Fed. R. Bankr. P. 7001(7). Consequently, even if the Claimants had provided a basis for relief under the UCL, such relief is inappropriately sought through the claims allowance process.

71. Furthermore, the Claimants cannot obtain restitution because GMACM has not acquired any property from the Claimants that the Claimants were otherwise entitled to keep. For restitution to be available, the “offending party must have obtained something to which it was not entitled *and* the victim must have given up something which he or she was entitled to keep.” Day v. AT&T Corp., 74 Cal. Rptr. 2d 55, 64 (Cal. Ct. App. 1998) (emphasis in original); see also *Memorandum Opinion and Order After Trial of the Contested Matter of the ResCap Liquidating Trust and the ResCap Borrower Claims Trust’s Objection to Claims 3889, 4129, 4134, and 4139 Filed by Tia Smith* [Docket No. 9917], at

11-12. Because the foreclosure sale was rescinded, the only thing obtained by GMACM from the Claimants was the payments made to GMACM as the servicer of the Loan. The Claimants cannot assert that they were entitled to keep these payments, as they were payments the Claimants were legally obligated to make pursuant to the terms of the Note and Deed of Trust. As a result, the Claimants were not deprived of any property they were entitled to keep, and therefore, are not entitled to any restitution under the UCL.

7. Declaratory Relief, Injunctive Relief, and Specific Performance

72. The Claimants' final causes of action are for Declaratory Relief, Injunctive Relief, and Specific Performance. These claims are based on the same allegations as the previous claims, and therefore fail for the same reasons. Additionally, for the reasons stated in ¶ 70 *supra*, because of the equitable nature of the requested relief is not appropriate in the claims allowance process, especially in this context where the requested relief would be applied to an alleged contract that no debtor entity is to a party to, but rather, is an alleged contract with third party entities that are not a party to this dispute.

CONCLUSION

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

Dated: July 14, 2016
New York, New York

/s/ Norman S. Rosenbaum

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Counsel for the ResCap Borrower Claims Trust

Hearing Date: August 19, 2016 at 10:00 a.m. (Prevailing Eastern Time)
Response Deadline: August 4, 2016 at 4:00 p.m. (Prevailing Eastern Time)

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*Counsel for the ResCap Borrower
Claims Trust*

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

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

**NOTICE OF RESCAP BORROWER CLAIMS TRUST'S OBJECTION TO
CLAIM NO. 684 FILED BY BERNARD WARD AND COLLEEN HALLORAN**

PLEASE TAKE NOTICE that the undersigned has filed the attached *ResCap Borrower Claims Trust's Objection to Claim No. 684 Filed by Bernard Ward and Colleen Halloran* (the "**Objection**").

PLEASE TAKE FURTHER NOTICE that a hearing on the Objection will take place on **August 19, 2016 at 10:00 a.m. (Prevailing Eastern Time)** before the Honorable Martin Glenn, at the United States Bankruptcy Court for the Southern District of New York, Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004-1408, Room 523 (the "**Bankruptcy Court**").

PLEASE TAKE FURTHER NOTICE that responses, if any, to the Objection must be made in writing, conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Notice, Case Management, and Administrative Procedures approved by the Bankruptcy Court [Docket No. 141], be filed electronically by registered users of the Bankruptcy Court's electronic case filing system, and be served, so as to be received no later than **August 4, 2016 at 4:00 p.m. (Prevailing Eastern Time)**, upon (a) the Chambers of the Honorable Martin Glenn, United States Bankruptcy Court for the Southern District of New York, Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004-1408; (b) counsel to the ResCap Borrower Claims Trust, Morrison & Foerster LLP, 250 West 55th Street, New York, NY 10019 (Attention: Norman S. Rosenbaum, Jordan A. Wishnew and Benjamin W. Butterfield); (c) the Office of the United States Trustee for the Southern District of New York, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, NY 10014 (Attention: Linda A. Riffkin and Brian S. Masumoto); (d) The ResCap Liquidating Trust, Quest Turnaround Advisors, 800 Westchester Avenue, Suite S-520, Rye Brook, NY 10573 (Attention: Jeffrey Brodsky); (e) The ResCap Borrower Claims Trust, Polsinelli PC, 900 Third Avenue, 21st Floor, New York, NY 10022 (Attention: Daniel J. Flanigan); and (f) counsel to Bernard Ward and Colleen Halloran, Murphy Pearson Bradley and Feeney, 88 Kearny Street, 10th Floor, San Francisco, CA 94108 (Attention: Timothy J. Halloran).

PLEASE TAKE FURTHER NOTICE that if you do not timely file and serve a written response to the relief requested in the Objection, the Bankruptcy Court may deem

any opposition waived, treat the Objection as conceded, and enter an order granting the relief requested in the Objection without further notice or hearing.

Dated: July 14, 2016
New York, New York

/s/ Norman S. Rosenbaum

Norman S. Rosenbaum

Jordan A. Wishnew

Jessica J. Arett

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*Counsel for the ResCap Borrower Claims
Trust*

Exhibit 1

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

In re:

RESIDENTIAL CAPITAL, LLC, et al.,

Debtors.

)
)
)
)
)
)
)

Case No. 12-12020 (MG)

Chapter 11

Jointly Administered

**ORDER GRANTING THE RESCAP BORROWER CLAIMS TRUST’S OBJECTION
TO CLAIM NO. 684 FILED BY BERNARD WARD AND COLLEEN HALLORAN**

Upon the *ResCap Borrower Claims Trust’s Objection To Claim No. 684 filed by Bernard Ward and Colleen Halloran* (the “Objection”), of the ResCap Borrower Claims Trust (the “Borrower Trust”) as successor to Residential Capital, LLC, and its affiliated debtors and debtors in possession (collectively, the “Debtors”) with respect to Borrower Claims, seeking entry of an order, pursuant to section 502(b) of title 11 of the United States Code (the “Bankruptcy Code”), Rule 3007(d) of the Federal Rules of Bankruptcy Procedure, and this Court’s order approving procedures for the filing of omnibus objections to proofs of claim [Docket No. 3294] (the “Procedures Order”), disallowing and expunging proof of claim no. 715 (the “Claim”) on the basis that the Debtors have no liability with respect to the Claim; and it appearing that this Court has jurisdiction to consider the Objection pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Objection and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Objection having been provided, and it appearing that no other or further notice need be provided; and upon consideration of the Objection, the *Declaration of Sara Lathrop in Support of the ResCap Borrower Claims Trust’s Objection To Claim No. 684 filed by Bernard Ward and Colleen Halloran* annexed thereto as Exhibit 2; and

Declaration of Gregory L. Huber in Support of the ResCap Borrower Claims Trust's Objection To Claim No. 684 filed by Bernard Ward and Colleen Halloran annexed thereto as Exhibit 2; and the Court having found and determined that the relief sought in the Objection is in the best interests of the Borrower Trust, the Borrower Trust's beneficiaries, the Debtors, and all parties in interest and that the legal and factual bases set forth in the Objection establish just cause for the relief granted herein; and the Court having determined that the Objection complies with the Borrower Claims Procedures set forth in the Procedures Order; and after due deliberation and sufficient cause appearing therefor, it is

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

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

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

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

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

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

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

Dated: _____, 2016
New York, New York

THE HONORABLE MARTIN GLENN
UNITED STATES BANKRUPTCY JUDGE

Exhibit 2

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

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

**DECLARATION OF SARA LATHROP IN SUPPORT OF THE RESCAP BORROWER
CLAIMS TRUST’S OBJECTION TO CLAIM NO. 684 FILED BY BERNARD WARD
AND COLLEEN HALLORAN**

I, Sara Lathrop, hereby declare as follows:

1. I serve as Senior Claims Analyst for the ResCap Borrower Claims Trust (the “Borrower Trust”), established pursuant to the terms of the *Second Amended Joint Chapter 11 Plan Proposed by Residential Capital, LLC, et al. and the Official Committee of Unsecured Creditors* [Docket No. 6030] confirmed in the above-captioned Chapter 11 Cases. During the Chapter 11 Cases, I served as Regulatory Compliance Manager and Loss Mitigation Manager in the loan servicing department of Residential Capital, LLC (“ResCap”), a limited liability company organized under the laws of the state of Delaware and the parent of the other debtors in the above-captioned Chapter 11 Cases (collectively, the “Debtors”). I have been employed by affiliates of ResCap since June 2006. I began my association with ResCap in 2006 working as an associate in the Default Division of the loan servicing operation of GMAC Mortgage, LLC (“GMACM”). In 2008, I became a Default Quality Control Specialist, a position that I held until I became a Supervisor in the Default Division in 2009. In 2011, I then became a Supervisor in the Loss Mitigation Division of GMACM’s loan servicing operation, and in February 2012, I became a Manager in that division. In this role, I oversaw GMACM associates in their efforts to

provide borrowers with loss mitigation options and assisted in the development of GMACM's loss mitigation policies. In January of 2013, I became the Regulatory Compliance Manager for ResCap. I became Senior Claims Analyst for ResCap in July 2013 and continued this role with the ResCap Liquidating Trust (the "Liquidating Trust") in December 2013. In my current position as Senior Claims Analyst to the Borrower Trust, among my other duties, I continue to assist the Borrower Trust in connection with the claims reconciliation process.¹ I am authorized to submit this declaration (the "Declaration") in support of the *ResCap Borrower Claims Trust's Objection To Claim No. 684 filed by Bernard Ward and Colleen Halloran* (the "Objection").²

2. Except as otherwise indicated, all facts set forth in this Declaration are based upon my personal knowledge of the Debtors' operations, information learned from my review of relevant documents and information I have received through my discussions with other former members of the Debtors' management or other former employees of the Debtors, the Liquidating Trust, and the Borrower Trust's professionals and consultants. If I were called upon to testify, I could and would testify competently to the facts set forth in the Objection on that basis.

3. In my current and former capacities as Senior Claims Analyst and Loss Mitigation Manager to the Borrower Trust, the Liquidating Trust, and ResCap, I am intimately familiar with the Debtors' claims reconciliation process. Except as otherwise indicated, all statements in this Declaration are based upon my familiarity with the Debtors' Books and Records kept in the course of their regularly conducted business activities (the "Books and Records"), as well as the Debtors' schedules of assets and liabilities and statements of financial

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

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

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

4. The Debtors have taken steps in these Chapter 11 Cases to afford Borrowers who have filed proofs of claim additional protections, as set forth in the Borrower Claim Procedures approved by the Procedures Order. A Request Letter was sent to the Claimant and a response was received on July 3, 2013, attached hereto as Exhibit A.

5. On October 25, 2006, GMACM originated a loan (the “Loan”) in the amount of \$905,000.00 to Bernard Ward, evidenced by a note (the “Note”) and secured by a deed of trust (the “Deed of Trust”) executed by the Claimants on property located at 3300 Kirkham Street, San Francisco, CA 94122 (the “Property”). Copies of the Note and the Deed of Trust are attached hereto as Exhibit B and Exhibit C, respectively. The Loan was transferred to Wells Fargo Bank, N.A. (“Wells Fargo”).

6. GMACM serviced the Loan from origination until servicing was transferred to Ocwen Loan Servicing, LLC on February 16, 2013.

7. On May 26, 2010, a Notice of Default was recorded in the San Francisco County Assessor's Office. See Notice of Default, attached hereto as Exhibit D. At that time, the account was owing for the January 1, 2010 payment. See id.

8. On January 12, 2011, after months of working with Mr. Halloran to get sufficient documents to review Mr. Ward for a loan modification, GMACM approved Mr. Ward for a traditional trial plan. See Servicing Notes, attached hereto as Exhibit E, at 71 of 126. On January 14, 2011, GMACM sent Mr. Ward a trial plan agreement (the "Trial Modification"). See Trial Modification, attached hereto as Exhibit F. The Trial Modification laid out the terms of the trial plan, the amount of each trial payment (\$3,260.26), the date each payment was due, the amount of the escrow payment, and each party's rights under the agreement. See id. The Trial Modification is also signed by Ms. Halloran, in her capacity as power of attorney for Bernard Ward. See id.

9. The Claimants made the required payments under the Trial Modification, and as a result, the Loan was reviewed for a permanent modification. See Servicing Notes at 69 of 126. On April 7, 2011, Wells Fargo approved a permanent modification of the Loan (the "First Loan Modification"). See April 7, 2011 Email from Wells Fargo to GMACM, attached hereto as Exhibit G.

10. On April 22, 2011, Mr. Halloran sent GMACM a letter that memorialized an alleged conversation between a representative of GMACM and Mr. Halloran whereby GMACM informed Mr. Halloran that the Loan had been approved for a modification (the "April 22 Letter"). See April 22 Letter, attached as Exhibit 3 to the Proof of Claim. In the letter, Mr. Halloran stated his understanding that Mr. Ward was approved for a traditional loan modification with an interest rate of 2.88%, as well as 432 modified payments of principal, interest, and PMI

of \$3,253.24 per month. See id. The April 22 Letter also indicated that the paperwork to execute the Loan Modification was forthcoming.

11. On April 28, 2011, GMACM's customer care division sent a letter in response to the April 22 Letter (the "April 28 Letter"). See April 28 Letter, attached hereto as Exhibit H. In the April 28 Letter, GMACM confirmed that a traditional permanent modification was approved on April 21, 2011, and that the modification would include terms such as the modified monthly payment and interest rate. See id. The April 28 Letter did not include an actual agreement to modify the Loan.

12. After the permanent loan modification was denied, the Property was foreclosed upon on May 20, 2011. See Servicing Notes at 60 of 126. A representative of GMACM attempted to call the Claimants on May 13, 2011 to inform them of the foreclosure sale, and when no one answered, the representative left a voicemail. See id.

13. On June 6, 2011, GMACM received a letter from the Claimants disputing the foreclosure sale. See Servicing Notes at 53 of 126.

14. On June 9, 2011, three days after receiving the letter contesting the foreclosure sale GMACM commenced the process of rescinding the foreclosure sale. See Servicing Notes at 43 of 126. The foreclosure sale was rescinded on June 13, 2011. See id. at 50 of 126. On June 21, 2011, GMACM corrected the Claimants' credit report so that it would not reflect the foreclosure sale. See id. at 43 of 126.

15. On June 23, 2011, GMACM again began reviewing the Loan for a modification. See Servicing Notes at 41 of 126. On July 7, 2011, GMACM received approval from the investor for a new loan modification (the "Second Loan Modification"). See Servicing Notes at 40 of 126.

16. GMACM mailed the permanent modification documents to the Claimants on July 22, 2011. See Servicing Notes at 36 of 126. However, the modification was denied on September 28, 2011 because the Claimants did not return the signed modification documents. See id at p. 35.

17. On March 12, 2012, GMACM approved the Claimants for a third modification (the “Third Loan Modification”). The terms included capitalizing the payments owed for May 2010 through March 2012 (for an initial payment of April 1, 2012), a new unpaid principal balance of \$1,171,779.69, a maturity date of November 1, 2046, an initial monthly principal and interest payment of \$2,441.00, and a step-rate interest rate that would start at 2.5% (for a monthly PITI payment of \$3,066.77) for the first five years, increase to 3.5% (for a monthly PITI payment of \$3,417.69) for the sixth year, and then increase to 3.75% (for a monthly PITI payment of \$3,661.81) for the remaining period of the Loan. See Servicing Notes at 31 of 126. Thus, despite including an additional eleven months of capped unpaid monthly payments, the Third Loan Modification provided the Claimants with a lower interest rate, a lower monthly payment, and an earlier maturity date than the First Loan Modification.

18. GMACM mailed the permanent modification documents to the Claimants on March 12, 2012. See Servicing Notes at 30 of 126. However, the modification was denied on August 13, 2012 because the Claimants did not return the signed modification documents. See id. at 28 of 126.

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

Dated: July 14, 2016

/s/ Sara Lathrop
Sara Lathrop
Senior Claims Analyst for ResCap
Liquidating Trust

Exhibit A

RESCAP

MORRISON | FOERSTER

Claim Information

Claim Number	684
Basis of Claim Explanation that states the legal and factual reasons why you believe you are owed money or are entitled to other relief from one of the Debtors as of May 14, 2012 (the date the Debtors filed their bankruptcy cases) and, you must provide copies of any and all documentation that you believe supports the basis for your claim.	The basis for this claim is the same as the claim that has been asserted in claimants' lawsuit against the debtors. Claimants and GMAC Mortgage entered into a written contract for a permanent home loan modification. GMAC represented that it had the authority to contract with claimants, and claimant began making payments due under the contract, which were accepted by GMAC. Thereafter, GMAC breached the contract, wrongfully foreclosed on claimants' home, purchased the home for itself, and attempted to evict claimants from the property. (See Complaint and exhibits, attached as Exhibit A.) A recording of the phone conversation, confirming the loan modification, which GMAC has attempted to disclaim, was produced in discovery in the litigation. (See Exhibit B.) Claimants have been injured in the amount of the difference between the loan that they were promised by GMAC, and the new loan that GMAC is attempting to force them to accept, in addition to consequential damages and punitive damages for GMAC's fraudulent conduct, in an amount to be proven at trial, but which claimants estimate based on the current market loan rates will exceed \$1,000,000.00.

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

Loan Number: [REDACTED] 8940		
Address of property related to the above loan number: 3300 Kirkham Street		
City: San Francisco	State: CA	ZIP Code: 94122

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

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

Claim Number: 684
Bernard Ward and Colleen Halloran v GMAC Mortgage LLC and DOES 1 20
Type: POC

EXHIBIT A

**ENDORSED
FILED**
San Francisco County Superior Court

JUN - 8 2011

CLERK OF THE COURT
BY: PARAM NATT
Deputy Clerk

1 Timothy J. Halloran - 104498
Karen Stromeyer - 245712
2 MURPHY, PEARSON, BRADLEY & FEENEY
88 Kearny Street, 10th Floor
3 San Francisco, CA 94108-5530
Tel: (415) 788-1900
4 Fax: (415) 393-8087

5 Attorneys for Plaintiffs
BERNARD WARD and COLLEEN
6 HALLORAN

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **CITY AND COUNTY OF SAN FRANCISCO**

10
11 BERNARD WARD, and COLLEEN
HALLORAN,

12 Plaintiffs,

13
14 v.

15
16 GMAC MORTGAGE, LLC, and DOES 1-20,
17 Defendants.

Case No. **CGC-11-511574**

COMPLAINT FOR:

1. **BREACH OF CONTRACT**
2. **NEGLIGENCE**
3. **WRONGFUL FORECLOSURE [Civ. Code § 2920 *et seq.*]**
4. **TO SET ASIDE WRONGFUL SALE**
5. **INTENTIONAL MISREPRESENTATION**
6. **NEGLIGENT MISREPRESENTATION**
7. **FRAUD**
8. **UNFAIR BUSINESS PRACTICES [Bus. & Prof. § 17200 *et seq.*]**
9. **DECLARATORY RELIEF**
10. **INJUNCTIVE RELIEF**
11. **SPECIFIC PERFORMANCE**

AND DEMAND FOR JURY TRIAL

22 Plaintiffs BERNARD WARD and COLEEN HALLORAN allege against Defendants GMAC
23 MORTGAGE, LLC and DOES 1-20 as follows:

24 **GENERAL ALLEGATIONS**

25 1. The entirety of this Complaint is pled upon information and belief, and each allegation
26 contained here is likely to have evidentiary support after a reasonable opportunity for further
27 investigation or discovery.
28

1 **Parties and Jurisdiction:**

2 2. Plaintiff COLLEEN HALLORAN is a resident of San Francisco, California.
3 COLLEEN HALLORAN holds power of attorney for Plaintiff BERNARD WARD, and at all times
4 material to this complaint she resided in the City and County of San Francisco.

5 3. The real property at issue herein is situated at 3300 Kirkham Street, in the City and
6 County of San Francisco, California.

7 4. Plaintiffs are informed, believe, and thereon allege that at all times mentioned in this
8 Complaint Defendant GMAC MORTGAGE, LLC ("GMAC") was a limited liability company
9 organized under the laws of the State of Delaware, duly qualified to do business in the State of
10 California.

11 5. Plaintiffs are ignorant of the true names and capacities of Defendants sued in this
12 complaint as Does 1 through 20, and each of them, and therefore sue these Defendants by fictitious
13 names. Plaintiffs will amend this complaint to allege these Defendants' true names and capacities
14 when ascertained.

15 6. At all times mentioned in this Complaint, GMAC and Does 1 through 20, and each of
16 them, were individuals or business entities, form unknown, who resided or did business in the State of
17 California.

18 7. Plaintiffs are informed, believe, and thereon allege that each Defendant is contractually,
19 strictly, negligently, intentionally, vicariously, or otherwise legally responsible in some manner for the
20 acts, omissions and occurrences, alleged in this complaint, and thereby were the proximate cause of
21 Plaintiffs' damages as set forth herein.

22 8. Plaintiffs are informed, believe, and thereon allege that at all times mentioned in this
23 Complaint, each of the Defendants was the agent and employee of each of the other remaining
24 Defendants, and in doing the things alleged in this Complaint, was acting within the course and scope
25 of this agency and employment, and each defendant has ratified and approved the acts of its agent.

26 9. Plaintiffs are informed, believe, and allege, that each of the Defendants was the
27 successor in interest to each of the remaining Defendants, and on that basis is liable for any act or
28 omission of the Defendants alleged in this Complaint.

1 10. Plaintiffs are informed, believe, and allege that venue is proper in this county because
2 one of the Defendants resides here, the property at issue is located here, and the transactions at issue
3 herein occurred in the City and County of San Francisco.

4 **General Factual Allegations:**

5 11. On or about 2001, Plaintiffs purchased certain real property known as 3300 Kirkham
6 Street, in the City and County of San Francisco California ("Subject Property").

7 12. On or about October 25, 2006, Plaintiffs entered into a Mortgage and Deed of Trust to
8 Secure Property and promissory note dated October 25, 2006 secured by the Mortgage and Deed of
9 Trust to Secure Property for the mortgage loan on the Subject Property (collectively "Mortgage
10 Loan").

11 13. Plaintiffs made each payment due under the Mortgage Loan.

12 14. Plaintiffs are informed, believe, and thereon allege that at some time in early 2010, the
13 Mortgage Loan was transferred to GMAC. The Mortgage Loan for the subject property is
14 administered by GMAC as Loan No. [REDACTED] 8940. GMAC expressly or impliedly, was assigned all
15 the rights and liabilities under the Mortgage Loan and thereby took of the benefits of the Mortgage
16 Loan and became liable to Plaintiff for all liabilities arising under the execution of the Mortgage Loan
17 and performance of the terms of the Mortgage Loan.

18 15. In approximately May 2009, Plaintiffs began experiencing financial difficulties in
19 making their monthly payments.

20 16. In or about December 2009 GMAC began non-judicial foreclosure proceedings related
21 to the Subject Property.

22 17. In or about August 2010 Plaintiffs, through their counsel, requested a loan modification
23 pursuant to the Home Affordable Modification Program ("HAMP").

24 18. On or about August 26, 2010, GMAC sent correspondence to Plaintiffs denying a loan
25 modification under HAMP claiming that the principal balance exceed the program limits.

26 19. On or about September 9, 2010, counsel for Plaintiffs sent correspondence to GMAC
27 Loss Mitigation further attempting to cure the delinquent amounts owing and negotiate a loan
28 modification for Loan No. [REDACTED] 8940 for the Subject Property. Additional financial analysis for

1 Plaintiffs was provided to GMAC demonstrating that Plaintiffs were eligible for loan modification
2 under HAMP.

3 20. On or about January 14, 2011, Plaintiffs and GMAC entered into a written Repayment
4 Agreement ("Repayment Agreement"). A true and correct copy of the Repayment Agreement is
5 attached hereto as Exhibit 1 and incorporated herein as though fully set forth in full. The Repayment
6 Agreement expressly amended and supplemented (1) the Mortgage and Deed of Trust to Secure
7 Property for the Subject Property dated October 25, 2006; and (2) the promissory note dated October
8 25, 2006 secured by the Mortgage and Deed of Trust to Secure Property for the Subject Property dated
9 October 25, 2006. GMAC is expressly identified as the Lender in these documents. The Repayment
10 Agreement set forth a payment schedule to be made to suspend foreclosure activity on the account:
11 payments of \$3,260.26 due on February 1, 2011, March 1, 2011, and April 1, 2011.

12 21. Plaintiffs timely made all required payments under the Repayment Agreement.

13 22. In accordance with the Repayment Agreement, on or about January 23, 2011 payment
14 in the amount of \$3,260.26 was made by Plaintiffs to GMAC to meet the February obligation. This
15 payment was accepted by GMAC.

16 23. In accordance with the Repayment Agreement, on or about February 19, 2011, payment
17 in the amount of \$3,260.26 was made by Plaintiffs to GMAC to meet the March obligation. This
18 payment was accepted by GMAC.

19 24. In accordance with the Repayment Agreement, on or about March 22, 2011, payment in
20 the amount of \$3,260.26 was made by Plaintiffs to GMAC to meet the April obligation. This payment
21 was accepted by GMAC. True and correct copies of checks establishing payments made by Plaintiffs
22 and accepted by GMAC pursuant to the Repayment Agreement are attached hereto as Exhibit 2.

23 25. On or about April 21, 2011, an individual who identified himself as an agent at Loss
24 Mitigation at GMAC informed counsel for Plaintiff in a telephone conference that Plaintiffs have been
25 approved as of April 21, 2011, for a permanent modified traditional modification to the loan with an
26 APR of 2.88% ("Permanent Loan Modification"). The 432 modified payments of principal, interest,
27 and PMI were to be \$3,253.24 per month.

28 26. Counsel for Plaintiffs confirmed the approval of the Permanent Loan Modification and

1 the modified loan terms in correspondence sent via email and facsimile to GMAC Loss Mitigation on
2 April 22, 2011, noting that while he was informed that the paperwork may not arrive in time for a May
3 1 payment, Plaintiffs would proceed to make the first payment on May 1 on a timely basis. A true and
4 correct copy of this correspondence is attached hereto as Exhibit 3 and incorporated herein.

5 27. Plaintiffs performed under the Permanent Loan Modification making payment in the
6 amount of \$3,253.24 to GMAC on or about April 26, 2011, to meet the May obligation. A copy of this
7 check is attached hereto as Exhibit 4. This payment was accepted by GMAC.

8 28. On or about April 28, 2011, GMAC sent the paperwork to Plaintiffs' counsel via United
9 States mail in the form of a letter **confirming that the traditional permanent loan modification was**
10 **approved on April 21, 2011**, with an effective date of May 1, 2011. The correspondence confirms
11 that the scheduled monthly payment was \$3,253.24. A true and correct copy of this correspondence is
12 attached hereto as Exhibit 5 and incorporated herein. The parties were then in contract for the
13 Permanent Loan Modification.

14 29. Despite the fact that GMAC was aware Plaintiffs were represented by counsel, almost
15 one month after GMAC had entered into the Permanent Loan Modification with Plaintiff, GMAC sent
16 a letter sent via United States mail dated May 17, 2011 to Plaintiffs' home stating that Plaintiffs'
17 request for a loan modification was denied because "[w]e service your loan on behalf of an investor or
18 group of investors that has not given us authority to modify your loan under the program requested."
19 A true and correct copy of this correspondence is attached hereto as Exhibit 6 and incorporated herein.
20 The letter further states "[w]e will continue to work with you to explore other options that may be
21 available for your circumstances." This letter was not received by Plaintiffs until May 21, 2011.

22 30. Unbeknownst and with no notice to Plaintiffs or their counsel, and in violation of the
23 Permanent Loan Modification, on May 20, 2011, GMAC foreclosed on the Subject Property and
24 allegedly sold it at a public sale that same date.

25 31. Upon receipt of the May 17, 2011 correspondence from GMAC, Plaintiffs' counsel
26 immediately contacted GMAC on May 23, 2007, where they were informed for the first time by the
27 foreclosure company for GMAC that the property was purchased by GMAC. An individual who
28 identified himself as an agent of GMAC, "Brett Becker" (800) 850-4622 ext. 2367483 ("Brett"), also

1 stated in reference to the May 17 letter that the "investor group" was Wells Fargo Bank. This is the
2 first time Plaintiffs had heard that GMAC allegedly was not the owner of the Mortgage Loan.

3 32. At all times and in all oral and written communications with the Plaintiffs prior to this
4 communication GMAC had identified themselves as the holder of the Mortgage Loan. At all times
5 and in all dealings with Plaintiffs GMAC represented and held itself out as all times as having the final
6 authority to approve and enter into contracts related to the Mortgage Loan.

7 33. Later that day, Plaintiffs' counsel sent via facsimile and email a Notice of Dispute for
8 illegal foreclosure and breach of contract to Loss Mitigation for GMAC demanding that it
9 acknowledge and perform under the Permanent Loan Modification, and accordingly to set aside the
10 wrongful foreclosure and sale of the Subject Property.

11 34. In several conversations with the GMAC agent identified as Brett, counsel for Plaintiffs
12 was informed that the foreclosure process for the Subject Property was "under review" by GMAC and
13 "working its way up the ladder," and that while this process was underway the status quo at the
14 property would be maintained, and there would be no further sale or transfer of the property in any
15 fashion. This agreement to preserve the status quo was confirmed in writing by Plaintiffs' counsel in
16 correspondence sent to GMAC via facsimile and email on May 25, 2011.

17 35. In correspondence sent to Plaintiffs via United States mail dated May 23, 2011, GMAC
18 enclosed check no. 12184971 issued by GMAC Mortgage, in the amount of \$3,715.42 made payable to
19 BERNARD V. WARD. The accompanying unsigned cover letter did not state what the check
20 represents, or why it was issued to WARD. Instead the letter states that "these funds do not represent
21 the full amount due to reinstate your account at this time." Plaintiffs are informed and believe and
22 thereon allege that this payment by GMAC was an attempt to refund the payment made by Plaintiffs
23 pursuant to the Permanent Loan Modification, and constituted a breach of the Permanent Loan
24 Modification by refusing to accept timely tendered funds in accordance with the agreement. The letter
25 then goes on to state that the account "has been transferred to our attorney to begin foreclosure
26 proceedings." This is statement is false, as the property was foreclosed on and ***sold to GMAC*** on May
27 20, ***three days before*** GMAC claims in this correspondence that it will begin foreclosure process. A
28 true and correct copy of this correspondence is attached hereto as Exhibit 7 and incorporated herein.

1 36. On June 3, 2011, in violation of the oral representations of GMAC's agent Brett that the
2 status quo at the property would be maintained, and that there would be no further sale or transfer of
3 the Subject Property in any fashion while the foreclosure and sale were under review, agents of GMAC
4 posted a notice to quit on the Subject Property, effectively beginning eviction proceedings to disposes
5 Plaintiffs of their rightful possession of the property under the Permanent Loan Modification.

6 37. To date GMAC has refused to honor and abide by the terms of the Permanent Loan
7 Modification.

8 38. To date GMAC has also failed to produce promissory note showing the owner of the
9 Subject Property, and the holder of mortgage.

10 **FIRST CAUSE OF ACTION**

11 **(Breach of Contract Against all Defendants)**

12 39. Plaintiffs incorporate by reference paragraphs 1-38 as though fully set forth here.

13 40. On April 21, 2011, GMAC and Plaintiffs entered into a contract for a Permanent Loan
14 Modification for the mortgage on the Subject Property. This contract was confirmed in written
15 correspondence dated April 28, 2011 by GMAC to Plaintiff's counsel.

16 41. At all times GMAC represented to Plaintiffs and Plaintiffs' agents that they were the
17 lender and held the promissory note, and had the actual and final authority to enter in to contracts
18 related to the Mortgage Loan for the Subject Property.

19 42. Plaintiffs have performed all conditions, covenants, and promises required on Plaintiff's
20 part to be performed in accordance with the terms and conditions of the agreement.

21 43. GMAC breached their contract with Plaintiffs by returning the payment made by
22 Plaintiffs pursuant to the April 21, 2011 Permanent Loan Modification.

23 44. GMAC further breached their contract by foreclosing on the Subject Property in
24 violation of the April 21, 2011 Permanent Loan Modification.

25 45. GMAC further breached their contract with Plaintiffs by selling the Subject Property in
26 violation of the April 21, 2011 Permanent Loan Modification.

27 46. GMAC further breached the contract with Plaintiffs by beginning eviction procedures
28 against Plaintiffs in violation of their rightful possessory rights pursuant to the April 21, 2011

1 Permanent Loan Modification.

2 47. In addition to attorney's fees and costs incurred to enforce the contract between GMAC
3 and Plaintiffs, Plaintiffs are wrongfully in danger of losing their home, the equity in their home, have
4 suffered damage to their creditworthiness, and the title to the Subject Property has been damaged by
5 Defendants wrongful recording of documents and notices. The repeated misrepresentations and refusal
6 to honor their written and oral agreements has caused Plaintiffs to suffer constant anxiety and to suffer
7 severe emotional distress throughout the loan modification process to the present. Plaintiffs have
8 incurred money damages in an amount to be determined at trial.

9 **SECOND CAUSE OF ACTION**

10 **(Negligence Against GMAC)**

11 48. Plaintiffs incorporate by reference paragraphs 1-47 as though fully set forth here.

12 49. As all times relevant herein, GMAC, acting as lender and loan servicer, had a duty to
13 exercise reasonable care and skill to maintain proper and accurate loan records and to discharge and
14 fulfill the other incidents attendant to the maintenance, accounting, and servicing of loan records,
15 including but not limited to accurate crediting of payments made by Plaintiffs.

16 50. In the taking of the actions alleged above, and in failing to take the action alleged
17 above, GMAC breached their duty of care and skill to Plaintiffs in the servicing of Plaintiffs' loan by,
18 among other things, failing to accurately credit the payments made under the Permanent Loan
19 Modification, preparing and filing false documents, foreclosing on the Subject Property, and sale of the
20 Subject Property without having the legal authority and proper documentation to do so.

21 51. As a direct and proximate result of the negligence and carelessness of GMAC Plaintiff
22 has suffered attorney's fees and costs incurred to enforce the contract between GMAC and Plaintiffs,
23 Plaintiffs are wrongfully in danger of losing their home, the equity in their home, have suffered
24 damage to their creditworthiness, and the title to the Subject Property has been damaged by Defendants
25 wrongful recording of documents and notices. The repeated misrepresentations and refusal to honor
26 their written and oral agreements has caused Plaintiffs to suffer constant anxiety and to suffer severe
27 emotional distress throughout the loan modification process to the present. Plaintiffs have incurred
28 money damages in an amount to be determined at trial.

THIRD CAUSE OF ACTION

(Wrongful Foreclosure Against all Defendants)

52. Plaintiffs incorporate by reference paragraphs 1-51 as though fully set forth here.

53. Plaintiffs and GMAC had a valid written contract to cure any prior default on the Subject Property and to modify the loan payments.

54. Plaintiffs performed all necessary terms as required by the contract.

55. Under such circumstances Defendants and each of them had no valid basis for exercising the power of sale under the non-judicial foreclosure statutes, Civil Code § 2920 *et seq.*

56. The Mortgage Loan documents permitted foreclosure of the borrower only if in default, but Plaintiffs were not in default, as the Mortgage Loan was modified by the Permanent Loan Modification and Plaintiffs timely met all of their obligations under the Permanent Loan Modification.

57. The foreclosure was therefore invalid and void as there was no legal basis for the foreclosure exercised by GMAC.

58. Plaintiffs have been damaged by the wrongful foreclosure. Plaintiffs' credit has been impaired, and they are threatened with the eminent loss of their property despite the fact that they have made all payments in accordance with the loan agreement. Unless enjoined, Plaintiffs will suffer irreparable harm and will not have an adequate remedy at law.

59. As a proximate result of the negligent actions of both Defendants, Plaintiffs have suffered consequential damage and will continue to suffer additional damage in an amount to be fully proved at the time of trial.

FOURTH CAUSE OF ACTION

(To Set Aside Wrongful Sale Against All Defendants)

60. Plaintiffs incorporate by reference paragraphs 1-59 as though fully set forth here.

61. GMAC never had the legal authority to exercise the power of sale as an assignee of the Mortgage Loan because although the loan documents permitted the foreclosure if the borrower was in default, the loan was not in default because it was modified by the Permanent Loan Modification, and Plaintiffs has timely met all of their obligations under the Permanent Loan Modification.

62. Plaintiff is informed and believes, and thereon alleges that GMAC was the purchaser of

1 the Subject Property at the sale. GMAC had actual knowledge of the Permanent Loan Modification
2 and Plaintiffs' legitimate interests in the property pursuant to the Permanent Loan Modification.

3 63. Therefore for the reasons stated herein, the sale was at all times void due to the
4 wrongful non-judicial foreclosure.

5 64. Plaintiffs are therefore entitled to a order setting aside the sale and canceling any
6 transfer of the deed to the Subject Property.

7 **FIFTH CAUSE OF ACTION**

8 **(Intentional Misrepresentation Against All Defendants)**

9 65. Plaintiffs incorporate by reference paragraphs 1-64 as though fully set forth here.

10 66. Defendants and each of them represented to Plaintiffs that they were working with them
11 to secure a loan modification and to cure the default in the property; that Plaintiffs had been approved
12 for a permanent loan modification as of April 21, 2011 with an effective date of May 1, 2011; that
13 GMAC was the Lender under the promissory note; that GMAC had authority to enter into contract
14 regarding the Mortgage Loan on the Subject Property; and that following the wrongful foreclosure and
15 sale of the Subject Property on May 20, 2011, that while these transactions were under review by
16 GMAC the status quo at the Subject Property would remain the same and there would be no efforts by
17 GMAC to further no further sale or transfer of the property in any fashion.

18 67. These representations were false. GMAC has not acknowledged or performed under
19 the April 21, 2011 Permanent Loan Modification, and following the discovery of the wrongful
20 foreclosure and sale of the Subject Property, despite numerous oral and written representations,
21 GMAC suddenly on May 23, 2007 represented for the first time that it was in fact not lender and had
22 no authority to enter into agreements without the consent of the holder of the lender and holder of the
23 promissory note for the Subject Property. On this same date GMAC represented for the first time that
24 the lender and holder of the promissory note for the Subject Property was Wells Fargo Bank. Plaintiff
25 is informed and believes, and thereon alleges that the representation that Wells Fargo Bank was not the
26 holder of the promissory note for the Subject Property, but that explanation was used in efforts to avoid
27 performance by GMAC under the Permanent Loan Modification.

28 68. At all times alleged herein GMAC had superior knowledge to Plaintiffs as to its status

1 under the promissory note, and the identity of the holder of the promissory note for the Subject
2 Property. Despite numerous demands to GMAC by Plaintiffs, GMAC has refused to produce the
3 promissory note for the Subject Property.

4 69. GMAC by and through its agents knew that the representations were false when they
5 were made, or that the representations were made recklessly and without regard for the truth.

6 70. GMAC intended that Plaintiffs rely on his representations, and accepted Plaintiffs'
7 performance under the Permanent Loan Modification.

8 71. As a proximate cause of the fraud and deceit alleged, Plaintiffs have sustained damages,
9 including, attorney's fees and costs to enforce the terms of the written Permanent Loan Modification,
10 and diminution in the value and equity in the properties, in an amount to be determined at trial. In
11 addition, Plaintiffs have been forced to pay costs and attorneys' fees. Plaintiffs have been damaged in
12 the amount to be determined at trial.

13 72. In doing the acts alleged in this Complaint, Defendants acted with oppression, fraud,
14 and malice as defined in Civil Code § 3294, and Plaintiffs are entitled to punitive damages to make an
15 example of and to punish these Defendants in addition to actual damages.

16 **SIXTH CAUSE OF ACTION**

17 **(Negligent Misrepresentation Against All Defendants)**

18 73. Plaintiffs incorporate by reference paragraphs 1-72 as though fully set forth here.

19 74. Defendants and each of them represented to Plaintiffs that they were working with them
20 to secure a loan modification and to cure the default in the property; that Plaintiffs had been approved
21 for a permanent loan modification as of April 21, 2011 with an effective date of May 1, 2011; that
22 GMAC was the Lender under the promissory note; that GMAC had authority to enter into contract
23 regarding the Mortgage Loan on the Subject Property; and that following the wrongful foreclosure and
24 sale of the Subject Property on May 20, 2011, that while these transactions were under review by
25 GMAC the status quo at the Subject Property would remain the same and there would be no efforts by
26 GMAC to further no further sale or transfer of the property in any fashion.

27 75. GMAC has not acknowledged or performed under the April 21, 2011 Permanent Loan
28 Modification, and following the discovery of the wrongful foreclosure and sale of the Subject Property,

1 despite numerous oral and written representations, GMAC suddenly on May 23, 2007 represented for
2 the first time that it was in fact not lender and had no authority to enter into agreements without the
3 consent of the holder of the lender and holder of the promissory note for the Subject Property. On this
4 same date GMAC represented for the first time that the lender and holder of the promissory note for
5 the Subject Property was Wells Fargo Bank. Plaintiff is informed and believes, and thereon alleges
6 that the representation that Wells Fargo Bank was not the holder of the promissory note for the Subject
7 Property, but that explanation was used in efforts to avoid performance by GMAC under the
8 Permanent Loan Modification.

9 76. At all times alleged herein GMAC had superior knowledge to Plaintiffs as to its status
10 under the promissory note, and the identity of the holder of the promissory note for the Subject
11 Property. Despite numerous demands to GMAC by Plaintiffs, GMAC has refused to produce the
12 promissory note for the Subject Property.

13 77. GMAC by and through its agents had no reasonable ground for believing the
14 representations were when they were made.

15 78. GMAC intended that Plaintiffs rely on their representations, and accepted Plaintiffs'
16 performance under the Permanent Loan Modification.

17 79. Plaintiffs reasonably relied on GMAC's representations as GMAC at all times in their
18 dealing with Plaintiffs held themselves out as the lender under the promissory note for the Subject
19 Property and as having the authority to enter into contract related to the Mortgage Loan on the Subject
20 Property.

21 80. Plaintiffs' reliance on Defendant's representation was a substantial factor in causing
22 Plaintiffs' harm.

23 81. As a proximate cause of the acts alleged, Plaintiffs have sustained damages, including,
24 attorney's fees and costs to enforce the terms of the written Permanent Loan Modification, and
25 diminution in the value and equity in the properties, in an amount to be determined at trial. In addition,
26 Plaintiffs have been forced to pay late payment fees, and costs to remove liens, and attorneys' fees
27 necessary to do so. Plaintiffs have been damaged in the amount to be determined at trial.
28

SEVENTH CAUSE OF ACTION

(Fraud Against All Defendants)

82. Plaintiffs incorporate by reference paragraphs 1-81 as though fully set forth here.

83. GMAC had actual knowledge of the Permanent Loan Modification and the material terms, the actual status of Plaintiff's account, the notices, assignments, and transfers of the Promissory Note, and terms and status of the Mortgage Loan. GMAC made representations to Plaintiffs orally and in writing that they were the lender under the promissory note, that they owned the note, and that they had full and final authority to enter into and make contracts regarding the Mortgage Loan on the Subject Property which they knew to be false.

84. GMAC had actual knowledge that Plaintiff made payments pursuant to the Permanent Loan Modification, and had actual knowledge that Plaintiff had performed all obligations required under the Permanent Loan Modification, and provided proof of those payments to GMAC, yet GMAC used the material information in its possession to foreclose on the Subject Property and to subsequently purchase the Subject Property that same day.

85. Additionally GMAC concealed material facts known to them but not to Plaintiffs payments regarding notices, payments, assignments, and transfers related to the Mortgage Loan and promissory note on the Subject Property with the intent to defraud Plaintiffs.

86. The Defendants made the above-referenced false representations, concealments, and non-disclosures with knowledge of the misrepresentations intending to induce Plaintiffs' reliance, which the unsuspecting Plaintiffs' justifiably relied upon, resulting to detriment to their credit standing, costs, and loss of their property. Plaintiffs were unaware of the true facts, and if Plaintiffs had known the true facts, Plaintiffs would have among other things taken immediate legal action to save their house

87. As a result of GMAC's fraudulent conduct, Plaintiffs have suffered compensatory, general, and special damages in an amount according to proof.

88. In doing the acts alleged in this Complaint, Defendants acted with oppression, fraud, and malice as defined in Civil Code section 3294, and Plaintiffs are entitled to punitive damages to make an example of and to punish these Defendants in addition to actual damages.

EIGHTH CAUSE OF ACTION
(Unfair Business Practices Against All Defendants)

89. Plaintiffs incorporate by reference paragraphs 1-88 as though fully set forth here.

90. California Business & Professions Code section 17200 *et seq.* prohibits acts of unfair competition, which means and includes any "fraudulent business act or practice ..." and conduct which is likely to deceive and is fraudulent within the meaning of Section 17000.

91. As more fully described above, GMAC's acts and practices are likely to deceive, constituting a fraudulent business act or practice. This conduct is ongoing and continues to date.

92. Specifically, GMAC engages in deceptive business practices in the servicing of mortgage loans, loan modifications, assignments of notes, deeds of trusts, and foreclosures of residential mortgages foreclosure by, among other things (1) concealing material facts related to mortgage loans, loan modifications, assignments of notes, deeds and trusts for loans which they service; (2) failing to properly and accurately credit customer payments to loans and loan modifications; (3) improperly characterizing customers loans as being in default in order to foreclose on the managed property; (4) treating borrowers as if they are in default on their loans although they have meet all of the obligations due thereunder; (4) systematically refusing to acknowledge and perform valid oral and written agreements entered into with borrowers; (5) executing and recording false and misleading documents.

93. The forgoing business practices have caused substantial harm to California consumers.

94. As a direct and proximate cause of the unlawful, unfair, and fraudulent acts and practices of GMAC, Plaintiffs and California consumers have suffered and will continue to suffer damages in the form of unfair and unwarranted fees, costs, damage to creditworthiness and emotional distress to enforce their legal rights.

95. By reason of the foregoing, GMAC have been unjustly enriched and should be required to disgorge their illegal profits and/or make restitution to Plaintiffs and other consumers who have been harmed, and GMAC should be enjoined from continuing in such practices pursuant to Business and Professions Code sections 17203 and 17204. Plaintiffs are therefore entitled to injunctive relief and attorney's fees.

NINTH CAUSE OF ACTION

(Declaratory Relief Against All Defendants)

96. Plaintiffs incorporate by reference paragraphs 1-95 as though fully set forth here.

97. A dispute has arisen between and among Plaintiffs and Defendants and each of them as to duties and obligations of the respective parties with regard to the Subject Property, the Mortgage Loan, and the foreclosure and sale of the Subject Property.

98. Plaintiffs have right to title and possession of the Subject Property pursuant to the Permanent Loan Modification.

99. Defendants have taken actions in violation of their statutory, legal, and contractual duties. An actual dispute exists between the parties as to the ownership of the Subject Property and the enforcement of the Permanent Loan Modification.

100. These disputes also include, but are not limited, to the ownership rights and the validity of the foreclosure and sale of the Subject Property.

101. A judicial declaration of rights and duties of the parties herein are necessary and appropriate to determine the actual status and validity of the promissory note, deed of trust, nominated beneficiaries, actual beneficiaries, loan servicers, trustees, foreclosure and sale related to the Subject Property, and each party's respective rights thereto.

TENTH CAUSE OF ACTION

(Injunctive Relief Against All Defendants)

102. Plaintiffs incorporate by reference paragraphs 1-101 as though fully set forth here.

103. Defendants and each of them engaged in wrongful acts in foreclosing on the subject property in breach of the written permanent loan modification and subsequently selling the subject property to GMAC. The further alienation, transfer, sale, or encumbrance of this property by Defendants and each of them will cause Plaintiffs irreparable injury unless restrained by an order of this Court. Plaintiffs are in immediate danger of irreparable injury as the subject real property is unique, and Defendants' alienation, transfer, sale, or encumbrance of this property would interfere with Plaintiff's legitimate rights to this property, including but not limited to ownership, possession, use, and enjoyment.

1 104. Plaintiffs have no adequate remedy at law for the injuries which they will suffer if the
2 acts of GMAC are not restrained.

3 105. Unless the acts of GMAC are restrained the situation of Plaintiffs will be materially
4 worsened in that they will be dispossessed of their home, the residence will be further wrongfully
5 transferred or encumbered.

6 **ELEVENTH CAUSE OF ACTION**

7 **(Specific Performance Against GMAC)**

8 106. Plaintiffs incorporate by reference paragraphs 1-105 as though fully set forth here.

9 107. Plaintiffs and GMAC had a valid, written contract for a Permanent Loan Modification
10 for the Subject Property.

11 108. Pursuant to the terms of the contract upon the performance of Plaintiffs, Plaintiffs were
12 to hold and maintain rightful title to the Subject Property and were entitled to all rights and privileges
13 attendant thereto, including but not limited to use and possession of the Subject Property.

14 109. Plaintiffs have performed all conditions, covenants, and promises required on
15 Plaintiff's part to be performed in accordance with the terms and conditions of the agreement.

16 110. GMAC breached the contract by refusing to accept Plaintiffs payments in performance
17 on the Permanent Loan Modification, refusing to acknowledge and honor the written Permanent Loan
18 Modification, foreclosing on the Subject Property in violation of the Permanent Loan Modification,
19 and selling the property in violation of the Permanent Loan Modification.

20 111. To date despite multiple demands by Plaintiffs, GMAC has refused to honor and
21 perform under the terms of the Permanent Loan Modification.

22 112. Due the wrongful acts of GMCA, Plaintiffs have been dispossessed of their rightful
23 ownership interest in the Subject Property, and the rights to performance of GMAC under the
24 Permanent Loan Modification.

25 113. Plaintiffs have no other adequate remedy at law to reinstate their rights and the benefits
26 due to them under the Permanent Loan Modification.

27 114. Accordingly, Plaintiffs are entitled to an order from the Court requiring GMAC to
28 acknowledge and perform under the Permanent Loan Modification.

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PRAYER FOR RELIEF

WHEREFORE Plaintiffs BERNARD WARD and COLEEN HALLORAN pray for judgment against Defendants, and each of them, on all causes of action as follows:

1. Actual damages suffered according to proof at trial;
2. For a declaration of the rights and duties of the parties, specifically that the foreclosure of the Subject Property was wrongful;
3. For an order setting aside the wrongful sale of the subject property and canceling any wrongful transfer of title attendant thereto;
4. For a Temporary restraining order, preliminary injunction, and permanent injunction restraining Defendants from engaging in the following acts:
 - a. Evicting Plaintiffs from the Subject Property;
 - b. Offering or advertising the Subject Property for sale; and
 - c. Transferring or conveying title to the Subject Property to any person or entity.
5. For an order compelling Defendants to specifically perform the under the April 21, 2011 Permanent Loan Modification;
6. Prejudgment interest at the maximum legal rate;
7. Punitive damages according to proof;
8. Court costs and Attorney's fees; and
9. Any other and further relief that the Court may deem proper.

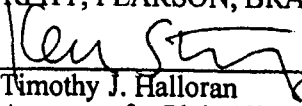
DEMAND FOR JURY TRIAL

Plaintiffs BERNARD WARD and COLEEN HALLORAN demand a jury trial on each and all of the causes of action set forth in this Complaint.

DATED: June 8, 2011

MURPHY, PEARSON, BRADLEY & FEENEY

By


Timothy J. Halloran

Attorneys for Plaintiffs

BERNARD WARD and COLLEEN HALLORAN

20262218.doc

GMAC Mortgage

P.O. Box 4622
Waterloo, IA 50704-4622

01/14/2011

6

BERNARD V WARD
3300 KIRKHAM STREET
SAN FRANCISCO CA 94122

Re: Loan Number [REDACTED] 8940

Property 3300 KIRKHAM STREET
SAN FRANCISCO CA 94122-0000

Dear BERNARD V WARD

This Repayment Agreement, ('Agreement'), Made 01/14/2011, (the 'Effective Date'), between BERNARD V WARD and GMAC Mortgage, LLC, ('Lender') and amends and supplements (1) the Mortgage, Deed of Trust to Secure Debt, (the 'Security Instrument'), dated 10/25/2006 and (2) the promissory note ('Note') bearing the same date as , and secured by, the Security Instrument which covers the real and personal property described in the Security Instrument.

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

In consideration for the mutual promises and agreements exchanged, the parties hereto agree as follows, (notwithstanding anything to the contrary in the Note or Security Instrument):

1. Payments must be received on or before the due date provided for in this Agreement or the Agreement will be null and void.

2. All payments must be mailed to:

GMAC Mortgage, LLC
Attn: Payment Processing Center
3451 Hammond Avenue
Waterloo, IA 50702

3. There presently remains an outstanding indebtedness to the "Lender" pursuant to a note (the 'Note') and mortgage (the 'Mortgage') or equivalent Security Instrument executed on 10/25/2006 in the original principal amount of \$905,000.00.

4. This Agreement, as well as any subsequent modification of your original Note and Mortgage, will require you to escrow for the payment of your real state taxes and/or the premiums for any required insurance coverage. Any prior waiver of escrows by the "Lender" is no longer in effect. "Lender" will draw on this escrowed funds to pay your real estate taxes and insurance premiums as they come due.

VALIDIT

Please note that your escrow payment amount will adjust if your taxes, insurance premiums, mortgage insurance premiums, and/or assessment amounts change, so the amount of your monthly payment will also adjust as permitted by law. This means that your monthly payment may change. Your initial monthly escrow payment will be \$575.12. This amount is included in the loan payment; you do not need to remit this amount separately.

5. "Lender" has instituted foreclosure proceedings against the property securing the indebtedness and the foreclosure will continue to be in full force and effect until the default described herein is cured except as otherwise provided for in this agreement.
6. "Lender" agrees to suspend foreclosure activity on your delinquent account provided that you execute and return this Agreement, along with the initial payment toward the delinquency in the amount of \$3,260.26, by 02/01/2011.
7. You will be required to make 3 payments according to the following schedule.

Date	Amount
02/01/2011	\$3,260.26
03/01/2011	\$3,260.26
04/01/2011	\$3,260.26

If you were previously required to remit payments by certified funds, this requirement extends through the Workout Plan.

8. Once all scheduled payments have been received, your situation will be reviewed to determine the best option for resolving the remaining delinquency.
9. If you file for bankruptcy protection, at any time during the period covered by this Agreement and the schedule of payments, this Agreement will be automatically voided.
10. We will honor this Agreement as long as all of the described conditions and requirements are met. If, at any time, you fail to comply with any of the provisions of this Agreement, this Agreement will be considered null and void and we will resume foreclosure.
11. If the Agreement is cancelled, terminated, or rescinded for any reason, all funds received will be applied to your loan and none will be refunded.
12. It is expressly understood and agreed that the default is not cured or waived by acceptance of any monies paid hereunder.

If you should have any questions, please contact us at 1-800-850-4622.

Loan Modification Department

Notice: Federal law requires that we advise you that this notice is from a debt collector attempting to collect on a debt and any information obtained will be used for that purpose only.

Loan Number [REDACTED] 8940



Please sign and return this Agreement by 02/01/2011.


Colleen M Halloran, Power of attorney for Bernard V Ward 1-23-
BERNARD V WARD Date Date

Fax to: 1-866-340-5043

Check #7108 cleared on 02/01/2011 for \$3,260.26

<https://rb.sf.fire.org/User/MainTransactions/List?Page=7&Ac...>

BERNARD V. WARD COLLEEN M. HALLORAN 3300 KIRKHAM ST SAN FRANCISCO, CA 94122		7108 11-76503210
		<u>1/23/11</u> Date
Pay to the Order of	<u>GMAC Mortgage</u>	<u>\$3260.26</u>
<u>Three Thousand Two Hundred Sixty 26/100</u>		Dollars
 SF Fire Credit Union 3221 California Street San Francisco, CA 94118-1903 1-800-452-4363 www.sffire.org		NS
For	<u>8940</u>	<u>Colleen M. Halloran</u>
		
Harland Jones		

	
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<https://rb.sfn.org/User/MainTransactions/List?Page=5&Ac...>

BERNARD V. WARD
 COLLEEN M. HALLORAN
 3300 KIRKHAM ST
 SAN FRANCISCO, CA 94122

7118
 11-7650/3210

2/19/11 Date

Pay to the Order of GMA C/Mortgage \$ 3260.22
Three thousand two hundred sixty & 22/100 Dollars


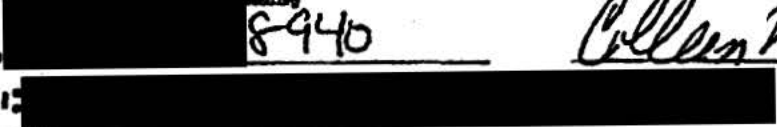
SF Fire Credit Union
 3021 California Street
 San Francisco, CA 94116-1808
 (888) 488-4402 www.sffcu.org



For 8940 Allen M Halloran

414 2 311498 0072 30110224

Check #7139 cleared on 04/01/2011 for \$3,266.26

<https://rb.sffir.org/User/MainTransactions/List?Page=3&Ac...>

BERNARD V. WARD COLLEEN M. HALLORAN 3300 KIRKHAM ST SAN FRANCISCO, CA 94122		7139 11-7650/3210
		<u>3-22-11</u> Date
Pay to the Order of	<u>GMAC</u>	<u>\$ 3266.26</u>
<u>Three thousand two hundred sixty six and 26/100</u>		Dollars
 SF Fire Credit Union 3301 California Street San Francisco, CA 94118-1805 www.sffir.org		
For	<u>8940</u>	<u>Colleen M. Halloran</u>
		
Market Check		



MURPHY PEARSON
BRADLEY & FEENEY

A Professional Corporation

WWW.MPBF.COM

88 Kearny Street, Suite 1000
San Francisco, CA 94108
Telephone 415-788-1900
Facsimile 415-393-8087
thalloran@mpbf.com

April 22, 2011

VIA FACSIMILE AND EMAIL

Loss Mitigation
233 Gibraltar Road, Suite 600
Horsham, PA 19044
Fax: 866-709-4744
Email: financialpackage@gmam.com

Re: Ward: GMAC
Account Number [REDACTED] 8940
Our File No.: ZZTM.989105.1

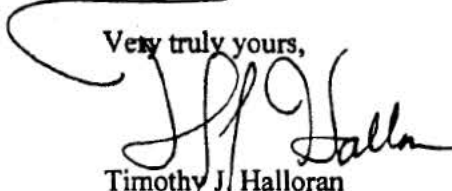
Dear Sir or Madam:

This will confirm my recent conversation with your unit confirming that the borrower has been approved, as of April 21, 2011, for a modified traditional modification with an APR rate of 2.88%. The 432 modified payments of principal, interest, and PMI amount to \$3,253.24 per month. The principal and interest payment of that sum being \$2,678.12.

I understand that while it has been approved, the paperwork may not arrive in time for a May 1 payment date and that my clients will proceed to make the first payment on May 1 in a timely basis.

If there are any questions or if this information is in any way inaccurate, please confer with me via email at the above email account or by facsimile.

Very truly yours,


Timothy J. Halloran

TJH:tlh.20156547

EXHIBIT 3

Check #7156 cleared on 05/02/2011 for \$3,253.24

<https://rb.sffire.org/User/MainTransactions/List?Page=1&Ac...>

BERNARD V. WARD
COLLEEN M. HALLORAN
3300 KIRKHAM ST
SAN FRANCISCO, CA 94122

APR 29 2011

7156

11-7050/3210

4-26-11

Date

Pay to the
Order of

GMAC Mortgage Co

\$3,253.24

Three thousand two hundred fifty three and 24/100 Dollars



SF Fire Credit Union
3201 California Street
San Francisco, CA 94118-1808
(866) 466 FIVE

For

Loan #

8940 Colleen M. Halloran

GMAC Mortgage

April 28, 2011

Timothy J Halloran
88 Kearny Street Suite 1000
San Francisco CA 94108

BY: *TH*

RE: Account Number [REDACTED] 8940
Mortgagor Bernard V Ward
Property Address 3300 Kirkham Street
San Francisco CA 94122

Dear Timothy J Halloran:

This letter is in response to your inquiry regarding loan modification on the above referenced account.

Please be advised, the traditional permanent modification was approved on April 21, 2011 with an effective date of May 1, 2011. As indicated in your correspondence, the scheduled monthly payment of \$3,253.24 includes the principal and interest payment being \$2,678.12. The modified interest rate is 2.875%.

With any questions regarding the loan modification, please contact our Loss Mitigation Department at 1-800-850-4622.

If you have any further questions, please contact Customer Care at 1-800-766-4622 between the hours of 6:00 am to 10:00 pm CT Monday through Friday and 9:00 am to 1:00 pm CT on Saturday.

Customer Care
Loan Servicing

DC

GMAC Mortgage

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

05/17/11

BERNARD V WARD

3300 KIRKHAM STREET

SAN FRANCISCO CA 94122

RE: Account Number [REDACTED] 8940
Property Address 3300 KIRKHAM STREET
SAN FRANCISCO CA 94122-0000

Dear BERNARD V WARD

In connection with your request for a loan modification, we regret to inform you that your request has been denied for the following reason(s):

- ☐ The financial information provided shows you have insufficient income to support your request. We recommend you consider selling your property. If the value of your property has declined and would not result in a full payoff of the mortgage please contact our office when an offer is received so we can review for a possible short sale.
- ☐ The financial information provided shows that your income is sufficient to cover your existing mortgage obligation; therefore, we are unable to modify your existing obligation.
- ☐ While you do not have sufficient income to support all of your monthly expenses, some of your expenses could be reduced. We recommend you contact your other creditors to lower their monthly payments before workout solutions can be considered on your mortgage.
- ☐ We previously requested additional information from you which has not been received; therefore, we are unable to continue our review for workout solutions.
- ☒ We service your loan on behalf of an investor or group of investors that has not given us authority to modify your loan under the program requested.

05/17/11

Account Number [REDACTED] 8940

Page Two

☐ The payment we received does not represent the correct amount as specified in the agreement.

☐ The required payment was not received by the payment due date as specified in the agreement.

☐ We have not received the properly signed and executed agreement.

☐ You did not meet the requirement (s) for the Home Affordable Unemployment Program.

☐ We have been unable to clear/resolve outstanding title issues in order to meet recording requirements.

☐

☐

At times like these we feel it is important for you to seek financial advice from a trusted source experienced with situations like yours. Therefore, we recommend you call 1.800.CALL.FHA to find a HUD-Certified housing counseling agency to discuss your needs. You can also call the HOPE hotline number (888-995-HOPE) to seek assistance at no charge from HUD-approved housing counselors and can request assistance in understanding this borrower notice letter by asking for MHA HELP.

We will continue to work with you to explore other options that may be available for your circumstances. If you have any questions regarding the above decision, please contact our office at 877-928-4622, between the hours of 7:00 a.m. and 9:00 p.m. Monday through Thursday Central Standard time, 7:00 a.m. to 6:00 p.m. Central Standard time Friday, and 8:00 a.m. to 12:00 p.m. Central Standard time on Saturday.

Loss Mitigation Department
Loan Servicing

05/17/11

Account Number [REDACTED] 8940

Page Three

Notice: Federal law requires that we advise you that this notice is from a debt collector attempting to collect on a debt and any information obtained will be used for that purpose.

Notice Regarding Bankruptcy: If you have filed for bankruptcy and your case is still active or if you have received an order of discharge, please be advised that this is not an attempt to collect a pre-petition or discharged debt. Any action taken by us is for the sole purpose of protecting our lien interest in your property and is not to recover any amounts from you personally.

Residents of North Carolina: If you believe the loss mitigation request has been wrongly denied, you may file a complaint with the North Carolina Office of the Commissioner of Banks, website, www.nccob.gov.

Residents of New York: If you believe the loss mitigation request has been wrongly denied, you may file a complaint with the New York State Banking Department at 1-877-226-5697 or www.banking.state.ny.us.

Disclosure of the Use of Information Obtained From an Outside Source

Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Name: Equifax Information Services LLC.

Address: P.O. Box 740241, Atlanta, GA 30374-0241

Telephone number: 800-685-1111 www.equifax.com

If you have any questions regarding this notice, you should contact:

Creditor's name: GMAC Mortgage, LLC

Creditor's address: PO Box 780 Waterloo IA 50704-0780

Creditor's telephone number: 800-766-4622

Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Federal Trade Commission, 5:90

GMAC Mortgage

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

05/23/11

BERNARD V WARD

3300 KIRKHAM STREET
SAN FRANCISCO CA 94122

RE: Account Number [REDACTED] 8940
Property Address 3300 KIRKHAM STREET
SAN FRANCISCO CA 94122-0000

Dear BERNARD V WARD

PLEASE BE ADVISED THAT THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Enclosed please find GMAC Mortgage, LLC check in the amount of \$3,715.42. These funds do
not represent the full amount due to reinstate your account at this time.

Your account has been transferred to our attorney to begin foreclosure proceedings. Additional
fees and costs have incurred. If it is your intent to reinstate your account in full, please contact
the attorney below for the reinstatement amounts. Only the correct amount in the form of
certified funds will be acceptable.

EXECUTIVE TRUSTEE SERVICES, LLC
1100 Virginia Drive (190-FTW-D40)
Fort Washington PA 19034
800-665-3932

If you cannot afford to reinstate your mortgage, there may be alternatives available to help you
avoid foreclosure. Contact the Loss Mitigation Department at GMAC Mortgage, LLC
immediately at 800-850-4622 to discuss these options.

Foreclosure Department
Loan Servicing

7:53

CHECK DATE	PAYEE	ID	ORG	CHECK NO	AMOUNT
05 23 11	BERNARD V WARD	000000000000000		12184971	3,715.42
				REQUESTED BY	

I.D.# DUE DATE	ADDRESS	DESCRIPTION/ID NUMBER	AMOUNT
-------------------	---------	-----------------------	--------

OTHER

8940

CSH/ LETTER 7:53

GC

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW.

CHECK DATE
05 23 11

GMAC Mortgage

CHECK NO.
12184971

JPMorgan Chase Bank, N.A.
Chicago, Illinois

AMOUNT
\$3,715.42

70-2322
718

****THREE THOUSAND SEVEN HUNDRED FIFTEEN DOLLARS AND 42 CENTS****

**PAY TO THE
ORDER OF**

GMAC MORTGAGE DISBURSEMENTS

BERNARD V WARD

3300 KIRKHAM STREET

SAN FRANCISCO CA 94122

Debbie Bauer

John B. Bork

VOID AFTER 60 DAYS

EXHIBIT B

[Transcription of call between Bernard Ward and Colleen Halloran's representative and GMAC representative on April 21, 2011, produced by GMAC in the course of litigation in *Ward v. GMAC Mortgage LLC*, San Francisco Superior Court Case No. CGC-11-511574]

GMAC: Loan Resolution this is Mark, account number please

HALLORAN: Uh, account number is [REDACTED] 8940

GMAC: Thank you, your full name?

HALLORAN: My full name is Timothy Halloran

GMAC: Halloran, is that how you pronounce your name?

HALLORAN: Yes it is.

GMAC: Mr. Halloran, please do verify the account holder and the last 4 digits of the social security number?

HALLORAN: Bernard V. Ward is the account holder and the last 4 digits of the social is 3158. I am the attorney for Mr. Ward.

GMAC: Thank you. The property address please?

HALLORAN: 3300 Kirkham Street is the property address.

GMAC: Thank you. Is the buyer currently occupying the property?

HALLORAN: Yes, yes, and the zip code is 94122.

GMAC: Thank you for that information Mr. Halloran. The account is in foreclosure, however it has been approved for a traditional modification last 21st of April, 2011.

HALLORAN: Okay. And what are the terms?

GMAC: Okay. It is... (Unintelligible) of that will be by the first of May 2011. The modified principal and interest would be \$2,678.12.

HALLORAN: Uh-huh.

GMAC: The modified principal, interest, taxes and insurance \$3,253.24.

HALLORAN: Okay, \$3,253.24....

GMAC: Hm?

HALLORAN: I'm sorry, I'm just writing this down, so hold just....it's three...

GMAC: Okay, I see.

HALLORAN: Huh?

GMAC: Its \$3,253...

HALLORAN: \$3,253 What?

GMAC: And 24 cents.

HALLORAN: 24 cents. That's the monthly payment, principal...?

GMAC: That's correct.

HALLORAN: Okay great.

GMAC: The modified rate...I'm sorry?

HALLORAN: And she should...go ahead.

GMAC: The modified rate would be 2.875 or 2.88.

HALLORAN: Okay.

GMAC: The modified term 432.

HALLORAN: 432 payments?

GMAC: Yes.

HALLORAN: Okay, what's the APR on the modified rate?

GMAC: I'm sorry?

HALLORAN: What, what's the interest rate...the modified interest rate?

GMAC: 2.875 or 2.88.

HALLORAN: 2.88 is the modified interest rate. Okay. Uh, and should she be receiving...my client receiving the modified terms?

GMAC: That is correct. Any time from now I will go ahead and send the documentation or the statement in regards to the approval. And once the borrow have receive it, all he...all she has to do or you need...the borrower needs to have it notarized, okay?

HALLORAN: Okay, and should she...if the material doesn't arrive before May 1 should my client, nevertheless make the \$3,253 payment for May 1.

GMAC: That is correct.

HALLORAN: Gotcha. Alright. Uh, is there...can it be faxed to me as the attorney so that I can take a look at the deed, the modification or emailed to me, either way?

GMAC: Um, I would recommend for you to have that by the borrower, once she will be able to receive it. Because as of as of now will not, we have not yet generate that modification documents in regards to that...

HALLORAN: Gotcha.

GMAC: ..as well.

HALLORAN: Okay, so it sounds like it may not get there before the May 1 so I will just make sure she makes the payment May 1st, that's \$3,253.24

GMAC: That is correct.

HALLORAN: Alright, thank you very much.

GMAC: Thank you for calling Mr. Halloran and have a good one.

HALLORAN: You too. Bye-bye.

GMAC: Bye now.

Exhibit B

MIN

ADJUSTABLE RATE NOTE

(First Five Years - Fixed Rate, Reduced Initial Payments, 12MTA)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT DURING THE FIRST FIVE YEARS OF THIS NOTE, MY MONTHLY PAYMENT MAY NOT FULLY PAY THE INTEREST THAT ACCRUES AS A RESULT, THE PRINCIPAL AMOUNT I REPAY MAY BE LARGER THAN THE AMOUNT I ORIGINALLY BORROWED, BUT NOT MORE THAN 120 000% OF THE ORIGINAL AMOUNT (OR \$1,086,000 00) THIS NOTE LIMITS THE MAXIMUM INTEREST RATE I MUST PAY AND MY INTEREST RATE CAN NEVER EXCEED THE LIMIT STATED IN THIS NOTE

OCTOBER 25, 2006
[Date]

ORINDA,
[City]

CALIFORNIA
[State]

3300 KIRKHAM STREET, SAN FRANCISCO, CA 94122
[Property Address]

1 BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U S \$905,000 00 (this amount is called "Principal"), plus interest, to the order of the Lender The Lender is NL, INC , A CALIFORNIA 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 the Principal has been paid This Note carries an Initial Fixed Interest Rate of 7 250% until the last day of the Initial Period The period from the date of this Note until the last day of the 60th month following the First Payment Date is called the "Initial Period " The First Payment Date is specified in section 3(A) of this Note After the Initial Period, the interest rate I will pay may change in accordance with Section 4 of this Note

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

3 PAYMENTS

(A) Time and Place of Payments

I will make payments every month In this Note, unless otherwise specified, "payment" refers to Principal and interest payments only, although other charges such as taxes, insurance and/or late charges may also be payable with monthly payments

I will make monthly payments on the first day of each month, beginning on the first day of the second month that follows the month of the date of this Note, or DECEMBER 1, 2006, the First Payment Date "

After the Initial Period, I will make monthly payments on the first day of every month as provided in sections 4(G) and 4(H) of this Note

Each monthly payment will be applied to interest before Principal If, on NOVEMBER 1, 2046, 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

3201 DANVILLE BLVD, #195
ALAMO, CA 94507

or at a different place if required by the Note Holder

(B) Amount of My Initial Monthly Payments

Subject to section 4(F), during the Initial Period, my monthly payment will be in the amount of U S \$2,740 57 This minimum monthly payment is not based on the Initial Stated Interest Rate and will not fully pay the interest that accrues each month during the Initial Period Effective upon the first Payment Change Date, my monthly payment will be calculated as provided in section 4(G) or section 4(H) of this Note, as applicable

(C) Monthly Payment Changes

After the Initial Period, changes in my monthly payment will reflect changes in the unpaid Principal of my loan and interest rate that I must pay The Note Holder will determine my new interest rate and the changed amount of my monthly payment as provided in section 4(G) or section 4(H) of this Note as applicable

NL EZ PAY (07/06)

5 Year Fixed Rate, Payment Options, ADJUSTABLE RATE NOTE (12 Month MTA)
Online Documents Inc

Page 1 of 4

Initials

• BVW
P5593NOT 0609

LOAN # [REDACTED]

4 INTEREST RATE AND MONTHLY PAYMENT CHANGES**(A) Change Dates**

The interest rate I will pay may change on **NOVEMBER 1, 2011**, and on that day every 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 Twelve-Month Average, determined as set forth below, of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Board Statistical Release entitled "Selected Interest Rates (H 15)" (the "Monthly Yields"). The Twelve-Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12. The most recent Index figure available 15 days before the first Change Date and each Change Date thereafter is called the "Current Index."

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

(C) Calculation of and Effective Date of Rate Changes

After the Initial Period, my new interest rate will be calculated by adding **THREE AND ONE-FOURTH** percentage point(s) (**3 250%**) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-thousandth of one percentage point (0.001%). Subject to the limits stated in Section 4(D) below, 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 due date after the first Change Date until the amount of my monthly payment changes again as provided in the Note. The date on which my payment changes is called a "Payment Change Date."

(D) Limits on Interest Rate Changes

The interest rate I am required to pay upon the first Change Date and each Change Date thereafter will not be less than the Margin. My interest rate under this Note will never be greater than **9.950%**.

(E) Initial Monthly Payment Amounts, Possibility of Negative Amortization

During the Initial Period, my minimum required monthly payment will be less than the amount of interest that accrues on the Principal balance of the loan at the Initial Fixed Rate. During the Initial Period, for each month that my monthly payment is less than the amount of interest that accrues on the Principal balance of the loan at the Initial Fixed Rate, the Note Holder will subtract the amount of the monthly payment from the amount of the interest that accrues on the Principal balance of the loan for that month and add the difference to the Principal balance of my loan and interest will accrue on the amount of this difference at the Initial Fixed Rate.

(F) Limit on My Unpaid Principal Balance, Increased Monthly Payment

During the Initial Period, the unpaid Principal balance of the loan can never exceed a maximum amount equal to **120.000%** of the Principal amount originally borrowed. In the event the unpaid Principal would otherwise exceed that **120.000%** limitation, the Note Holder will determine the amount of the monthly payments based on the amount sufficient to repay the interest that accrues on the Principal balance of the loan (including previously accrued, unpaid and capitalized interest) at the Initial Fixed Interest Rate. This amount will be my new minimum monthly payment until the first Payment Change Date.

(G) Calculation of Payment Changes and Payment Amounts after Initial Period until Month 121

After the Initial Period, changes in my monthly payment will reflect changes in the unpaid Principal of my loan and the interest rate that I must pay. My monthly payment may change on the first Payment Change Date, and on the first day of every month thereafter.

Except as provided in section 4(H) of this Note, I will make monthly payments in the amounts as calculated in this section 4(G) until the next Payment Change Date.

(H) Calculation of Payment Changes and Payment Amounts from Month 121 until Maturity Date

Beginning on **DECEMBER 1, 2016**, and each month thereafter until the Maturity Date of the loan, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the projected Principal balance of the loan in full on the Maturity Date at the interest rate that becomes effective on each Change Date. Until the Maturity Date, I will make monthly payments in the amounts as calculated in this section 4(H) until the next Payment Change Date.

(I) 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 to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5 BORROWER'S RIGHT TO PREPAY

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

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates 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. **THIS SECTION IS**

SUPERSEDED BY THE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF

LOAN #

6 LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from me 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 Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of Principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

8 GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

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

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

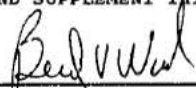
LOAN #: [REDACTED]

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 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

THE PROVISIONS CONTAINED IN THE "ADDENDUM TO NOTE", SIGNED BY ALL BORROWERS NAMED
HEREIN, ARE HEREBY INCORPORATED INTO AND SHALL AMEND AND SUPPLEMENT THIS NOTE





BERNARD V. WARD (Seal)

Pay to the order of

Without Recourse

NL Inc
A California Corporation



Erin Winburne
Closing Manager

MIN

LOAN #

**ADDENDUM TO NOTE
(PREPAYMENT)**

THIS ADDENDUM is made this **25TH** day of **OCTOBER, 2006**, and is incorporated and intended to form a part of the Note dated the same date as this Addendum

1 The Section in the Note entitled "Borrower's Right to Prepay" is modified to provide that I have the right to make payments of principal at any time before they are due. A prepayment of all of the unpaid principal is known as a "Full Prepayment." A prepayment of only part of the unpaid principal is known as a "Partial Prepayment."

Except as provided below, I may make a Full Prepayment or a Partial Prepayment at any time without paying any penalty. If within the first two (2) year(s) after the execution of the original Note, I make a Full Prepayment or Partial Prepayment(s) of more than twenty percent (20%) of the original principal amount in a twelve month period immediately preceding the date of prepayment, I will pay a prepayment charge in an amount equal to the payment of six (6) month's advance interest on the amount prepaid which is in excess of twenty percent (20%) of the original principal amount of the Note in that twelve month period. Interest will be calculated using the rate in effect at the time of prepayment.

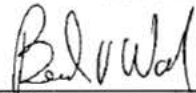
If I make a partial prepayment equal to one or more of my monthly payments, the due date of my next scheduled monthly payment may be advanced no more than one month. If I make a partial prepayment in any other amount, I must still make all subsequent monthly payments as scheduled.

2 All other provisions of the Note are unchanged by this Addendum and remain in full force and effect.

NOTICE TO THE BORROWER

DO NOT SIGN THIS NOTE ADDENDUM BEFORE YOU READ IT. THIS NOTE ADDENDUM PROVIDES FOR THE PAYMENT OF A PENALTY IF YOU WISH TO REPAY THE LOAN PRIOR TO THE DATE PROVIDED FOR REPAYMENT IN THE NOTE.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Note Addendum.



BERNARD V WARD (Seal)

Exhibit C

07/26/2011 10:28

7142476123

Decl. Exhibit C Pg 2 of 21

VAULT

PAGE 03/41



San Francisco Assessor-Recorder

Phil Ting, Assessor-Recorder

DOC- 2006-1277962-00

Acct 3-FIRST AMERICAN Title Company

Thursday, NOV 02, 2006 08:00:00

Ttl Pd \$66.00

Nbr-0003107950

REEL J259 IMAGE 0098

ced/ER/1-20

16 After Recording Return To:
NL, INC.
3201 DANVILLE BLVD, #195
ALAMO, CA 94507

LA3123241

Title Order No.: ~~36462100~~

Escrow No.: 36462100

LOAN #: [REDACTED]

[Space Above This Line For Recording Data]

20

1816-021

DEED OF TRUST

MIN

-2

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 OCTOBER 25, 2006, together with all Riders to this document.

(B) "Borrower" is BERNARD V WARD AND COLLEEN M HALLORAN, HUSBAND AND WIFE.

Borrower is the trustor under this Security Instrument.

(C) "Lender" is NL, INC.

LOAN #: [REDACTED]

Lender is a CORPORATION
CALIFORNIA.
#195, ALAMO, CA 94507.

organized and existing under the laws of
Lender's address is 3201 DANVILLE BLVD,

(D) "Trustee" is FIRST AMERICAN TITLE.

(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 **OCTOBER 25, 2006**. The Note states that Borrower owes Lender *******NINE HUNDRED FIVE THOUSAND AND NO/100** ***** Dollars (U.S. **\$905,000.00**) 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, 2046**.

(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 checked="" type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | PREPAYMENT RIDER |
| <input type="checkbox"/> V.A. Rider | | |

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

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

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

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

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

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

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

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

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

LOAN #: [REDACTED]

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 SAN FRANCISCO

[Name of Recording Jurisdiction]:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

APN #: 1816-021

which currently has the address of 3300 KIRKHAM STREET, SAN FRANCISCO,

[Street] [City]

California 94122

("Property Address"):

[Zip Code]

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

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

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

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender

DESCRIPTION

All that certain land situated in the State of California, County of **SAN FRANCISCO**, City of **SAN FRANCISCO**, described as follows:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF KIRKHAM STREET WITH THE WESTERLY LINE OF 37TH AVENUE; RUNNING THENCE NORTHERLY ALONG SAID LINE OF 37TH AVENUE 25 FEET; THENCE AT A RIGHT ANGLE WESTERLY 95 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 25 FEET TO THE NORTHERLY LINE OF KIRKHAM STREET; THENCE EASTERLY ALONG SAID LINE OF KIRKHAM STREET 95 FEET TO THE POINT OF COMMENCEMENT.

APN No: **LOT 021 BLOCK 1816**

LOAN #: [REDACTED]

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

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower

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any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. 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 and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

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In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

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

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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. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can

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agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

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

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

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

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

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

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

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

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay

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all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

• BWW
• CMA

LOAN #: [REDACTED]

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

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

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

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other 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. Lender may charge such person or persons a reasonable 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. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

24. Substitute Trustee. Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

25. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

Initials: *BW*

CAEDDL 0402

OMA

LOAN #1

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.

Bernard V Ward (Seal)
BERNARD V WARD

Colleen M Halloran (Seal)
COLLEEN M HALLORAN

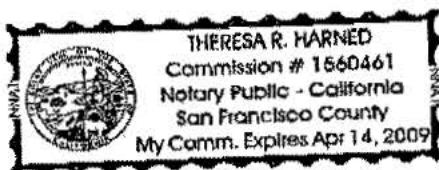
State of CALIFORNIA

County of: San Francisco

On October 27, 2006, before me, Theresa R. Harned, Notary Public
(here insert name and title of the officer), personally appeared
Bernard V. Ward and Colleen M. Halloran

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

WITNESS my hand and official seal.



Theresa R. Harned

LOAN #: [REDACTED]
MIN: [REDACTED] -2

PREPAYMENT RIDER TO SECURITY INSTRUMENT

THIS PREPAYMENT RIDER is made this 25TH day of OCTOBER, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to NL, INC., A CALIFORNIA CORPORATION

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
3300 KIRKHAM STREET
SAN FRANCISCO, CA 94122

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

I have the right to make payments of principal at any time before they are due. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

Except as provided below, I may make a Full Prepayment or a Partial Prepayment at any time without paying any penalty. If within the first TWO (2) year(s) after the execution of the Note, I make a Full Prepayment or Partial Prepayment(s) of more than twenty percent (20%) of the original principal amount in a twelve month period immediately preceding the date of prepayment, I will pay a prepayment charge in an amount equal to the payment of six (6) months' advanced interest on the amount prepaid which is in excess of twenty percent (20%) of the original principal amount of the Note in that twelve month period. Interest will be calculated using the rate in effect at the time of prepayment.

If I make a partial prepayment equal to one or more of my monthly payments, the due date of my next scheduled monthly payment may be advanced no more than one month. If I make a partial prepayment in any other amount, I must still make all subsequent monthly payments as scheduled.

NL EZ PAY (07/06)

\$ Year Fixed Rate, Payment Options, PREPAYMENT PENALTY RIDER
Online Documents, Inc.

Page 1 of 2

Initials: *BVW*
L1467RDR L1467MUL 0809

cmA

LOAN #: [REDACTED]

NOTICE TO THE BORROWER

Do not sign this Prepayment Rider before you read it. This Prepayment Rider provides for the payment of a penalty if you wish to repay the loan prior to the date provided for repayment in the Note.

BY SIGNING BELOW, the Borrower accepts and agrees to the terms and provisions contained in this Prepayment Rider.

- Bernard V Ward (Seal)
BERNARD V WARD

- Colleen M Halloran (Seal)
COLLEEN M HALLORAN

NL EZ PAY (07/06)

5 Year Fixed Rate, Payment Options, PREPAYMENT PENALTY RIDER

Online Documents, Inc.

Page 2 of 2

L1467MUL 0609

LOAN #: [REDACTED]
MIN: [REDACTED]

ADJUSTABLE RATE RIDER
(First Five Years - Fixed Rate, Reduced Initial Payments; 12MTA)

THIS ADJUSTABLE RATE RIDER is made this **25TH** day of **OCTOBER, 2006**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to **NL, INC., A CALIFORNIA CORPORATION**

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:
3300 KIRKHAM STREET
SAN FRANCISCO, CA 94122

THIS RIDER CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY MONTHLY INTEREST RATE AND MY MONTHLY PAYMENT. BECAUSE MY MONTHLY PAYMENT DURING THE INITIAL PERIOD WILL BE LESS THAN THE AMOUNT OF THE INTEREST THAT ACCRUES AT THE INITIAL FIXED RATE, THE PRINCIPAL AMOUNT I REPAY MAY BE LARGER THAN THE AMOUNT I BORROW, BUT NOT MORE THAN 120.000% OF THE ORIGINAL AMOUNT (OR \$1,086,000.00). THE NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY. MY INTEREST RATE CAN NEVER EXCEED THE LIMIT STATED IN THE NOTE.

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

NL EZ PAY (07/06)

5 Year Fixed Rate, Payment Options, ADJUSTABLE RATE RIDER (12 Month MTA)
Online Documents, Inc.

Page 1 of 5

Initials: **BVW**
P5593RDU P5593RLU 0809

OMA

LOAN #: [REDACTED]

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.250%. The Note provides for changes in the interest rate and the monthly payments as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on NOVEMBER 1, 2011, and on that day every 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 Twelve-Month Average, determined as set forth below, of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Board Statistical Release entitled "Selected Interest Rates (H. 15)" (the "Monthly Yields"). The Twelve-Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12. The most recent Index figure available 15 days before the first Change Date and each Change Date thereafter is called the "Current Index."

(C) Calculation of and Effective Date of Interest Rate Changes

After the Initial Period, my new interest rate will be calculated by adding THREE AND ONE-FOURTH percentage point(s) (3.250%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-thousandth of one percentage point (0.001%). Subject to the limits stated in Section 4(D) below, 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 due date after the first Change Date until the amount of my monthly payment changes again as provided in this Note. The date on which my payment changes is called a "Payment Change Date."

(D) Limits on Interest Rate Changes

The interest rate I am required to pay upon the first Change Date and each Change Date thereafter will not be less than the Margin. My interest rate under this Note will never be greater than 9.950%.

(E) Initial Monthly Payment Amounts; Possibility of Negative Amortization

During the Initial Period, my minimum required monthly payment will be less than the amount of interest that accrues on the Principal balance of the loan at the Initial Fixed

NL EZ PAY (07/06)

5 Year Fixed Rate, Payment Options, ADJUSTABLE RATE RIDER (12 Month MTA)
Online Documents, Inc.

Page 2 of 5

Initials: •

P5598RLU 0609

• CMH

LOAN #: [REDACTED]

Rate. During the Initial Period, for each month that my monthly payment is less than the amount of interest that accrues on the Principal balance of the loan at the Initial Fixed Rate, the Note Holder will subtract the amount of the monthly payment from the amount of interest that accrues on the Principal balance of the loan for that month and add the difference to the Principal balance of my loan and interest will accrue on the amount of this difference at the Initial Fixed Rate.

(F) Limit on My Unpaid Principal Balance; Increased Monthly Payment

During the Initial Period, the unpaid Principal balance of the loan can never exceed a maximum amount equal to 120.000% of the Principal amount originally borrowed. In the event the unpaid Principal would otherwise exceed that 120.000% limitation, the Note Holder will determine the amount of the monthly payments based on the amount sufficient to repay the interest that accrues on the Principal balance of the loan (including previously accrued, unpaid and capitalized interest) at the Initial Fixed Interest Rate. This amount will be my new minimum monthly payment until the first Payment Change Date.

(G) Calculation of Payment Changes and Payment Amounts after Initial Period until Month 121

After the Initial Period, changes in my monthly payment will reflect changes in the unpaid Principal of my loan and the interest rate that I must pay. My monthly payment may change on the first Payment Change Date, and on the first day of every month thereafter.

Except as provided in section 4(H) of this Note, beginning on the first Payment Change Date and the first day of each month thereafter my monthly payment will be based on the amount sufficient to repay the interest that accrues on the Principal balance of the loan at the interest rate that will become effective on the immediately prior Change Date. Except as provided in section 4(H) of this Note, I will make monthly payments in the amounts as calculated in this section 4(G) until the next Payment Change Date.

(H) Calculation of Payment Changes and Payment Amounts from Month 121 until Maturity Date

Beginning on DECEMBER 1, 2016, and each month thereafter until the Maturity Date of the loan, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the projected Principal balance of the loan in full on the Maturity Date at the interest rate that becomes effective on each Change Date. Until the Maturity Date, I will make monthly payments in the amounts as calculated in this section 4(H) until the next Payment Change Date.

NL EZ PAY (07/06)

5 Year Fixed Rate, Payment Options, ADJUSTABLE RATE RIDER (12 Month MTA)

Online Documents, Inc.

Page 3 of 5

Initials: •

P5593RLU 0609

BOW
cmH

LOAN #: [REDACTED]

(I) 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 to me and also the title and the telephone number of a person who will answer any question I may have regarding the notice.

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

Section 18 of the Security Instrument is amended to read as follows:

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

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

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender 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.

NL EZ PAY (07/06)

5 Year Fixed Rate, Payment Options, ADJUSTABLE RATE RIDER (12 Month MTA)

Online Documents, Inc.

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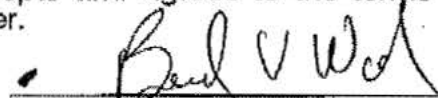
Initials:

P5593RLU 0609

• BVW
• amh

LOAN #: [REDACTED]

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


BERNARD V WARD (Seal)


COLLEEN M HALLORAN (Seal)

NL EZ PAY (07/06)

5 Year Fixed Rate, Payment Options, ADJUSTABLE RATE RIDER (12 Month MTA)

Online Documents, Inc.

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P5593RLU 0609

Exhibit D



San Francisco Assessor-Recorder

Phil Ting, Assessor-Recorder

DOC- 2010-1974195-00

Check Number 4451

Wednesday, MAY 26, 2010 09:51:28

Ttl Pd \$14.00 Rcpt # 0003910333

REEL K151 IMAGE 0206

car/AB/1-2

RECORDING REQUESTED BY:

LSI TITLE COMPANY, INC.

WHEN RECORDED MAIL TO:

ETS Services, LLC

2255 North Ontario Street, Suite 400

Burbank, California 91504-3120

APN: LOT: 021 BLOCK: 1816

TS No.: GM-248639-C

Loan No.: [REDACTED] 8940

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS IT MAY BE SOLD WITHOUT ANY COURT ACTION,

and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

This amount is **\$17,806.02** as of **5/24/2010**, and will increase until your account becomes current. While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor. To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

C/O ETS Services, LLC

2255 North Ontario Street, Suite 400

Burbank, California 91504-3120

(818) 260-1600 phone

TS NO. GM-248839-C

LOAN NO. [REDACTED] 8940

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HEREBY GIVEN: That **Executive Trustee Services, LLC dba ETS Services, LLC** is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated **10/25/2006**, executed by **BERNARD V WARD AND COLLEEN M HALLORAN, HUSBAND AND WIFE**, as Trustor, to secure certain obligations in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR NL, INC. A CORPORATION**, as beneficiary, recorded **11/2/2006**, as Instrument No. **2006-1277962-00**, in Book **J259**, Page **0098**, of Official Records in the Office of the Recorder of **San Francisco County**, California describing land therein as:

AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST

Including **ONE NOTE FOR THE ORIGINAL** sum of **\$905,000.00**; that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the undersigned; that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

Installment of Principal and Interest plus Impounds and/or advances which became due on **1/1/2010** plus late charges, and all subsequent installments of principal, interest, balloon payments, plus impounds and/or advances and late charges that become payable.

That by reason thereof, the present beneficiary under such deed of trust, has executed and delivered to said duly appointed Trustee, a written Declaration of Default and Demand for same, and has deposited with said duly appointed Trustee, such deed of trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

The undersigned declares that the beneficiary or its authorized agent has declared that they have complied with California Civil Code Section 2923.5 by making contact with the borrower or tried with due diligence to contact the borrower as required by California Civil Code Section 2923.5.

Dated: 5/24/2010

ETS Services, LLC as Agent for Beneficiary

BY: 

Irma Erickson
TRUSTEE SALE OFFICER

Exhibit E

Account Number	1
8940	

Date Data as-of: March 5, 2014

Loan History

Account Number	Trans Added Date	Date Interest Paid Current	Prin Bal after trans	Transaction Description	Transaction Reason Code	Trans Type	Teller ID	Trans Amount	To Principal	To Interest Amt	To Escrow Amt	To Fee Amt	To Unapplied Funds Amt	To Credit Insurance Amt	To Late Charge Amt
8940	01/16/2013	03/01/2010	\$0.00	FEE	011	FE	28724	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
8940	01/16/2013	03/01/2010	\$0.00	FEE	096	FP	28724	(\$11.25)	\$0.00	\$0.00	\$0.00	(\$11.25)	\$0.00	\$0.00	\$0.00
8940	01/15/2013	03/01/2010	\$0.00	FEE	011	FB	32506	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
8940	12/19/2012	03/01/2010	\$0.00	FEE	011	FE	28724	\$13.00	\$0.00	\$0.00	\$0.00	\$13.00	\$0.00	\$0.00	\$0.00
8940	12/19/2012	03/01/2010	\$0.00	FEE	096	FP	28724	(\$13.00)	\$0.00	\$0.00	\$0.00	(\$13.00)	\$0.00	\$0.00	\$0.00
8940	12/18/2012	03/01/2010	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	12/18/2012	03/01/2010	\$0.00	FEE	011	FB	32506	\$13.00	\$0.00	\$0.00	\$0.00	\$13.00	\$0.00	\$0.00	\$0.00
8940	11/17/2012	03/01/2010	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	11/16/2012	03/01/2010	\$0.00	FEE	011	FE	28724	\$13.00	\$0.00	\$0.00	\$0.00	\$13.00	\$0.00	\$0.00	\$0.00
8940	11/16/2012	03/01/2010	\$0.00	FEE	096	FP	28724	(\$13.00)	\$0.00	\$0.00	\$0.00	(\$13.00)	\$0.00	\$0.00	\$0.00
8940	11/15/2012	03/01/2010	\$0.00	FEE	011	FB	32506	\$13.00	\$0.00	\$0.00	\$0.00	\$13.00	\$0.00	\$0.00	\$0.00
8940	11/07/2012	03/01/2010	\$1,027,435.00	Escrow Disb-Tax Count		E90	32687	(\$667.38)	\$0.00	\$0.00	(\$667.38)	\$0.00	\$0.00	\$0.00	\$0.00
8940	10/22/2012	03/01/2010	\$0.00	FEE	011	FE	28724	\$16.50	\$0.00	\$0.00	\$0.00	\$16.50	\$0.00	\$0.00	\$0.00
8940	10/22/2012	03/01/2010	\$0.00	FEE	096	FP	28724	(\$16.50)	\$0.00	\$0.00	\$0.00	(\$16.50)	\$0.00	\$0.00	\$0.00
8940	10/19/2012	03/01/2010	\$0.00	FEE	011	FB	32506	\$16.50	\$0.00	\$0.00	\$0.00	\$16.50	\$0.00	\$0.00	\$0.00
8940	10/17/2012	03/01/2010	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	09/28/2012	03/01/2010	\$1,027,435.00	Escrow Disb-Fire		E20	32022	(\$6,022.10)	\$0.00	\$0.00	(\$6,022.10)	\$0.00	\$0.00	\$0.00	\$0.00
8940	09/19/2012	03/01/2010	\$0.00	FEE	011	FE	04152	\$18.25	\$0.00	\$0.00	\$0.00	\$18.25	\$0.00	\$0.00	\$0.00
8940	09/19/2012	03/01/2010	\$0.00	FEE	096	FP	04152	(\$18.25)	\$0.00	\$0.00	\$0.00	(\$18.25)	\$0.00	\$0.00	\$0.00
8940	09/18/2012	03/01/2010	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	09/18/2012	03/01/2010	\$0.00	FEE	011	FB	32506	\$18.25	\$0.00	\$0.00	\$0.00	\$18.25	\$0.00	\$0.00	\$0.00
8940	08/17/2012	03/01/2010	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	08/17/2012	03/01/2010	\$0.00	FEE	011	FE	04152	\$13.00	\$0.00	\$0.00	\$0.00	\$13.00	\$0.00	\$0.00	\$0.00
8940	08/17/2012	03/01/2010	\$0.00	FEE	096	FP	04152	(\$13.00)	\$0.00	\$0.00	\$0.00	(\$13.00)	\$0.00	\$0.00	\$0.00
8940	08/16/2012	03/01/2010	\$0.00	FEE	011	FB	32506	\$13.00	\$0.00	\$0.00	\$0.00	\$13.00	\$0.00	\$0.00	\$0.00
8940	07/20/2012	03/01/2010	\$0.00	FEE	011	FE	04152	\$13.00	\$0.00	\$0.00	\$0.00	\$13.00	\$0.00	\$0.00	\$0.00
8940	07/20/2012	03/01/2010	\$0.00	FEE	096	FP	04152	(\$13.00)	\$0.00	\$0.00	\$0.00	(\$13.00)	\$0.00	\$0.00	\$0.00
8940	07/19/2012	03/01/2010	\$0.00	FEE	011	FB	32506	\$13.00	\$0.00	\$0.00	\$0.00	\$13.00	\$0.00	\$0.00	\$0.00
8940	07/17/2012	03/01/2010	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	06/19/2012	03/01/2010	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	06/19/2012	03/01/2010	\$0.00	FEE	011	FE	04152	\$13.00	\$0.00	\$0.00	\$0.00	\$13.00	\$0.00	\$0.00	\$0.00
8940	06/19/2012	03/01/2010	\$0.00	FEE	096	FP	04152	(\$13.00)	\$0.00	\$0.00	\$0.00	(\$13.00)	\$0.00	\$0.00	\$0.00

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Account Number	Trans Added Date	Date Interest Paid Current	Prin Bal after trans	Transaction Description	Transaction Reason Code	Trans Type	Teller ID	Trans Amount	To Principal	To Interest Amt	To Escrow Amt	To Fee Amt	To Unapplied Funds Amt	To Credit Insurance Amt	To Late Charge Amt
8940	06/18/2012	03/01/2010	\$0.00	FEE	011	FB	32506	\$13.00	\$0.00	\$0.00	\$0.00	\$13.00	\$0.00	\$0.00	\$0.00
8940	05/18/2012	03/01/2010	\$0.00	FEE	011	FE	04152	\$13.00	\$0.00	\$0.00	\$0.00	\$13.00	\$0.00	\$0.00	\$0.00
8940	05/18/2012	03/01/2010	\$0.00	FEE	096	FP	04152	(\$13.00)	\$0.00	\$0.00	\$0.00	(\$13.00)	\$0.00	\$0.00	\$0.00
8940	05/17/2012	03/01/2010	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	05/17/2012	03/01/2010	\$0.00	FEE	011	FB	32506	\$13.00	\$0.00	\$0.00	\$0.00	\$13.00	\$0.00	\$0.00	\$0.00
8940	04/17/2012	03/01/2010	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	03/17/2012	03/01/2010	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	03/08/2012	03/01/2010	\$0.00	FEE	011	FE	28725	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
8940	03/07/2012	03/01/2010	\$1,027,435.00	Escrow Disb-Tax Count		E90	32687	(\$613.90)	\$0.00	\$0.00	(\$613.90)	\$0.00	\$0.00	\$0.00	\$0.00
8940	03/07/2012	03/01/2010	\$0.00	FEE	096	FP	28725	(\$11.25)	\$0.00	\$0.00	\$0.00	(\$11.25)	\$0.00	\$0.00	\$0.00
8940	02/27/2012	03/01/2010	\$0.00	FEE	011	FB	32506	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
8940	02/17/2012	03/01/2010	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	02/02/2012	03/01/2010	\$0.00	FEE	011	FB	32506	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
8940	01/18/2012	03/01/2010	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	01/09/2012	03/01/2010	\$1,027,435.00	Escrow Disb		M01	01676	\$3,715.42	\$0.00	\$0.00	\$3,715.42	\$0.00	\$0.00	\$0.00	\$0.00
8940	12/28/2011	03/01/2010	\$0.00	FEE	011	FB	32506	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
8940	12/17/2011	03/01/2010	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	11/28/2011	03/01/2010	\$0.00	FEE	011	FB	32506	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
8940	11/17/2011	03/01/2010	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	11/09/2011	03/01/2010	\$1,027,435.00	Escrow Disb-Tax Count		E90	32687	(\$613.90)	\$0.00	\$0.00	(\$613.90)	\$0.00	\$0.00	\$0.00	\$0.00
8940	10/31/2011	03/01/2010	\$0.00	FEE	011	FB	32506	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
8940	10/18/2011	03/01/2010	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	09/28/2011	03/01/2010	\$1,027,435.00	Escrow Disb-Fire		E20	32022	(\$5,613.63)	\$0.00	\$0.00	(\$5,613.63)	\$0.00	\$0.00	\$0.00	\$0.00
8940	09/27/2011	03/01/2010	\$0.00	FEE	011	FB	32506	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
8940	09/26/2011	03/01/2010	\$0.00	FEE	040	FB	32551	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	\$0.00	\$0.00	\$0.00
8940	09/19/2011	03/01/2010	\$1,027,435.00	Escrow Disb		M01	01676	(\$3,715.42)	\$0.00	\$0.00	\$0.00	\$0.00	\$3,715.42	\$0.00	\$0.00
8940	09/19/2011	03/01/2010	\$0.00	Unapplied		UFU	01676	(\$3,715.42)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	09/17/2011	03/01/2010	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	09/09/2011	03/01/2010	\$1,027,435.00	PAYMENT		SR	01676	\$3,715.42	\$0.00	\$0.00	\$0.00	\$0.00	\$3,715.42	\$0.00	\$0.00
8940	09/09/2011	03/01/2010	\$1,027,435.00	PAYMENT		SRR	01676	(\$3,715.42)	\$0.00	\$0.00	(\$3,715.42)	\$0.00	\$0.00	\$0.00	\$0.00
8940	09/09/2011	03/01/2010	\$0.00	Unapplied		UFU	01676	\$3,715.42	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	09/08/2011	03/01/2010	\$1,027,435.00	Escrow Disb		M01	01676	\$3,715.42	\$0.00	\$0.00	\$3,715.42	\$0.00	\$0.00	\$0.00	\$0.00

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Account Number	Trans Added Date	Date Interest Paid Current	Prin Bal after trans	Transaction Description	Transaction Reason Code	Trans Type	Teller ID	Trans Amount	To Principal	To Interest Amt	To Escrow Amt	To Fee Amt	To Unapplied Funds Amt	To Credit Insurance Amt	To Late Charge Amt
8940	08/22/2011	03/01/2010	\$0.00	FEE	028	FB	19330	\$30.00	\$0.00	\$0.00	\$0.00	\$30.00	\$0.00	\$0.00	\$0.00
8940	08/17/2011	03/01/2010	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	07/26/2011	03/01/2010	\$0.00	FEE	011	FB	32506	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
8940	07/19/2011	03/01/2010	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	07/04/2011	03/01/2010	\$1,027,435.00	Escrow Disb-Fire		E20	32022	(\$537.20)	\$0.00	\$0.00	(\$537.20)	\$0.00	\$0.00	\$0.00	\$0.00
8940	06/30/2011	03/01/2010	\$1,027,435.00	Escrow Refund-REO Fir		R23	28725	\$728.00	\$0.00	\$0.00	\$728.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	06/27/2011	03/01/2010	\$0.00	FEE	040	FB	32551	\$14.00	\$0.00	\$0.00	\$0.00	\$14.00	\$0.00	\$0.00	\$0.00
8940	06/23/2011	03/01/2010	\$1,027,435.00	Escrow Refund-REO Fir		R23	28725	\$346.00	\$0.00	\$0.00	\$346.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	06/23/2011	03/01/2010	\$0.00	FEE	011	FB	32506	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
8940	06/23/2011	03/01/2010	\$0.00	FEE	040	FB	32551	\$75.00	\$0.00	\$0.00	\$0.00	\$75.00	\$0.00	\$0.00	\$0.00
8940	06/21/2011	03/01/2010	\$0.00	FEE	040	FB	32551	\$690.50	\$0.00	\$0.00	\$0.00	\$690.50	\$0.00	\$0.00	\$0.00
8940	06/17/2011	03/01/2010	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	06/09/2011	03/01/2010	\$0.00	FEE	040	FB	32551	\$17.00	\$0.00	\$0.00	\$0.00	\$17.00	\$0.00	\$0.00	\$0.00
8940	05/26/2011	03/01/2010	\$1,027,435.00	Escrow Disb-REO Fire		E23	32022	(\$1,074.00)	\$0.00	\$0.00	(\$1,074.00)	\$0.00	\$0.00	\$0.00	\$0.00
8940	05/23/2011	03/01/2010	\$1,027,435.00	Escrow Disb		M01	15355	(\$3,715.42)	\$0.00	\$0.00	\$0.00	\$0.00	\$3,715.42	\$0.00	\$0.00
8940	05/23/2011	03/01/2010	\$0.00	Unapplied		UFU	15355	(\$3,715.42)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	05/17/2011	03/01/2010	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	05/16/2011	03/01/2010	\$1,027,435.00	PAYMENT		SR	11914	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	05/16/2011	03/01/2010	\$0.00	Unapplied		UFN	00000	(\$3,253.24)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	05/16/2011	03/01/2010	\$0.00	Unapplied		UFU	11914	\$3,253.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	05/09/2011	03/01/2010	\$0.00	FEE	011	FB	32506	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
8940	04/29/2011	03/01/2010	\$1,027,435.00	PAYMENT		SR	01112	\$3,253.24	\$0.00	\$0.00	\$0.00	\$0.00	\$3,253.24	\$0.00	\$0.00
8940	04/29/2011	03/01/2010	\$0.00	Unapplied		UFN	01112	\$3,253.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	04/19/2011	03/01/2010	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	04/05/2011	03/01/2010	\$0.00	FEE	011	FB	32506	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
8940	03/31/2011	03/01/2010	\$1,027,435.00	Non-Cash		AA	12302	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$822.12
8940	03/31/2011	03/01/2010	\$0.00	Unapplied		UFF	00000	(\$462.18)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	03/31/2011	03/01/2010	\$0.00	Unapplied		UFU	12302	\$462.18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	03/31/2011	03/01/2010	\$0.00	Unapplied		UI	12302	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$822.12
8940	03/30/2011	03/01/2010	\$1,027,435.00	PAYMENT		RP	19996	\$3,106.20	(\$3,446.03)	\$6,186.60	\$365.63	\$0.00	\$0.00	\$0.00	\$0.00
8940	03/30/2011	03/01/2010	\$1,027,435.00	PAYMENT		SR	19996	\$154.06	\$0.00	\$0.00	\$0.00	\$0.00	\$154.06	\$0.00	\$0.00
8940	03/30/2011	03/01/2010	\$0.00	Unapplied		UFF	19996	\$154.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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8940	03/30/2011	04/01/2011	\$0.00	Comment		RPL	19996	\$3,260.26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	02/24/2011	02/01/2010	\$1,023,988.97	PAYMENT		RP	18356	\$3,106.20	(\$3,425.34)	\$6,165.91	\$365.63	\$0.00	\$0.00	\$0.00	\$0.00
8940	02/24/2011	02/01/2010	\$1,023,988.97	PAYMENT		SR	18356	\$154.06	\$0.00	\$0.00	\$0.00	\$0.00	\$154.06	\$0.00	\$0.00
8940	02/24/2011	02/01/2010	\$0.00	Unapplied		UFF	18356	\$154.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	02/24/2011	03/01/2011	\$0.00	Comment		RPL	18356	\$3,260.26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	02/21/2011	01/01/2010	\$0.00	FEE	164	FB	02775	\$83.00	\$0.00	\$0.00	\$0.00	\$83.00	\$0.00	\$0.00	\$0.00
8940	01/31/2011	01/01/2010	\$1,020,563.63	PAYMENT		RP	31246	\$3,106.20	(\$3,404.76)	\$6,145.33	\$365.63	\$0.00	\$0.00	\$0.00	\$0.00
8940	01/31/2011	01/01/2010	\$1,020,563.63	PAYMENT		SR	31246	\$154.06	\$0.00	\$0.00	\$0.00	\$0.00	\$154.06	\$0.00	\$0.00
8940	01/31/2011	01/01/2010	\$0.00	Unapplied		UFF	31246	\$154.06	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	01/31/2011	02/01/2011	\$0.00	Comment		RPL	31246	\$3,260.26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	01/13/2011	12/01/2009	\$1,017,158.87	Non-Cash		AA	15761	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,233.18)
8940	01/13/2011	12/01/2009	\$0.00	Unapplied		UI	15761	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,233.18)
8940	12/24/2010	12/01/2009	\$0.00	FEE	011	FB	32506	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
8940	12/17/2010	12/01/2009	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	12/08/2010	12/01/2009	\$0.00	FEE	040	FB	32551	\$2,461.23	\$0.00	\$0.00	\$0.00	\$2,461.23	\$0.00	\$0.00	\$0.00
8940	11/29/2010	12/01/2009	\$0.00	FEE	011	FB	32506	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
8940	11/17/2010	12/01/2009	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	11/16/2010	12/01/2009	\$0.00	FEE	164	FB	26663	\$83.00	\$0.00	\$0.00	\$0.00	\$83.00	\$0.00	\$0.00	\$0.00
8940	11/10/2010	12/01/2009	\$1,017,158.87	Escrow Disb-Tax Count		E90	32687	(\$605.02)	\$0.00	\$0.00	(\$605.02)	\$0.00	\$0.00	\$0.00	\$0.00
8940	10/21/2010	12/01/2009	\$0.00	FEE	011	FB	32506	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
8940	10/19/2010	12/01/2009	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	09/29/2010	12/01/2009	\$1,017,158.87	Escrow Disb-Fire		E20	32022	(\$5,093.02)	\$0.00	\$0.00	(\$5,093.02)	\$0.00	\$0.00	\$0.00	\$0.00
8940	09/21/2010	12/01/2009	\$0.00	FEE	011	FB	32506	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
8940	09/17/2010	12/01/2009	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	08/20/2010	12/01/2009	\$0.00	FEE	011	FB	32506	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
8940	08/17/2010	12/01/2009	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	08/13/2010	12/01/2009	\$0.00	FEE	028	FB	07956	\$30.00	\$0.00	\$0.00	\$0.00	\$30.00	\$0.00	\$0.00	\$0.00
8940	07/30/2010	12/01/2009	\$0.00	FEE	011	FB	32506	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
8940	07/17/2010	12/01/2009	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	07/14/2010	12/01/2009	\$1,017,158.87	PAYMENT		SRR	19336	(\$3,550.16)	\$0.00	\$0.00	\$0.00	\$0.00	(\$3,550.16)	\$0.00	\$0.00
8940	07/14/2010	12/01/2009	\$0.00	Unapplied		UFU	19336	(\$3,550.16)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	07/13/2010	12/01/2009	\$1,017,158.87	PAYMENT		SRA	00603	\$3,550.16	\$0.00	\$0.00	\$0.00	\$0.00	\$3,550.16	\$0.00	\$0.00

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Account Number	Trans Added Date	Date Interest Paid Current	Prin Bal after trans	Transaction Description	Transaction Reason Code	Trans Type	Teller ID	Trans Amount	To Principal	To Interest Amt	To Escrow Amt	To Fee Amt	To Unapplied Funds Amt	To Credit Insurance Amt	To Late Charge Amt
8940	07/13/2010	12/01/2009	\$0.00	Unapplied		UFU	00603	\$3,550.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	06/22/2010	12/01/2009	\$0.00	FEE	011	FB	32506	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
8940	06/21/2010	12/01/2009	\$1,017,158.87	Escrow Disb		M01	19476	(\$865.65)	\$0.00	\$0.00	\$0.00	\$0.00	\$865.65	\$0.00	\$0.00
8940	06/21/2010	12/01/2009	\$0.00	Unapplied		UFU	19476	(\$865.65)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	06/18/2010	12/01/2009	\$1,017,158.87	PAYMENT		SRR	19336	(\$3,279.33)	\$0.00	\$0.00	\$0.00	\$0.00	(\$3,279.33)	\$0.00	\$0.00
8940	06/18/2010	12/01/2009	\$0.00	Unapplied		UFU	19336	(\$3,279.33)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	06/17/2010	12/01/2009	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	06/10/2010	12/01/2009	\$1,017,158.87	PAYMENT		SRA	00603	\$3,279.33	\$0.00	\$0.00	\$0.00	\$0.00	\$3,279.33	\$0.00	\$0.00
8940	06/10/2010	12/01/2009	\$0.00	Unapplied		UFU	00603	\$3,279.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	06/04/2010	12/01/2009	\$0.00	FEE	164	FB	26663	\$83.00	\$0.00	\$0.00	\$0.00	\$83.00	\$0.00	\$0.00	\$0.00
8940	05/25/2010	12/01/2009	\$0.00	FEE	011	FB	32506	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
8940	05/18/2010	12/01/2009	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	04/27/2010	12/01/2009	\$0.00	FEE	011	FB	32506	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
8940	04/17/2010	12/01/2009	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	03/26/2010	12/01/2009	\$1,017,158.87	PAYMENT		AP	00603	\$2,413.68	(\$3,384.32)	\$6,124.89	\$365.63	\$0.00	(\$692.52)	\$0.00	\$0.00
8940	03/26/2010	12/01/2009	\$1,017,158.87	PAYMENT		SWA	00603	\$865.65	\$0.00	\$0.00	\$0.00	\$0.00	\$865.65	\$0.00	\$0.00
8940	03/26/2010	12/01/2009	\$0.00	Unapplied		UFU	00603	\$173.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	03/26/2010	12/01/2009	\$0.00	Unapplied		UI	00603	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$137.02)
8940	03/25/2010	11/01/2009	\$0.00	FEE	011	FB	32506	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
8940	03/17/2010	11/01/2009	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	03/10/2010	11/01/2009	\$1,013,774.55	Escrow Disb-Tax Count		E90	32687	(\$603.45)	\$0.00	\$0.00	(\$603.45)	\$0.00	\$0.00	\$0.00	\$0.00
8940	02/23/2010	11/01/2009	\$0.00	FEE	011	FB	32506	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
8940	02/17/2010	11/01/2009	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	02/10/2010	11/01/2009	\$1,013,774.55	PAYMENT		AP	00603	\$2,586.81	(\$3,363.99)	\$6,104.56	\$365.63	\$0.00	(\$519.39)	\$0.00	\$0.00
8940	02/10/2010	11/01/2009	\$1,013,774.55	PAYMENT		SWA	00603	\$692.52	\$0.00	\$0.00	\$0.00	\$0.00	\$692.52	\$0.00	\$0.00
8940	02/10/2010	11/01/2009	\$0.00	Unapplied		UFU	00603	\$173.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	02/10/2010	11/01/2009	\$0.00	Unapplied		UI	00603	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$137.02)
8940	01/26/2010	10/01/2009	\$0.00	FEE	011	FB	32506	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
8940	01/25/2010	10/01/2009	\$0.00	FEE	164	FB	02726	\$83.00	\$0.00	\$0.00	\$0.00	\$83.00	\$0.00	\$0.00	\$0.00
8940	01/19/2010	10/01/2009	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	12/31/2009	10/01/2009	\$1,010,410.56	Interest On Escrow		EI	32046	\$34.77	\$0.00	\$0.00	\$34.77	\$0.00	\$0.00	\$0.00	\$0.00
8940	12/22/2009	10/01/2009	\$0.00	FEE	011	FB	32506	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00

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8940	12/17/2009	10/01/2009	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	12/10/2009	10/01/2009	\$1,010,410.56	PAYMENT		AP	00603	\$2,759.94	(\$3,343.79)	\$6,084.36	\$365.63	\$0.00	(\$346.26)	\$0.00	\$0.00
8940	12/10/2009	10/01/2009	\$1,010,410.56	PAYMENT		SWA	00603	\$519.39	\$0.00	\$0.00	\$0.00	\$0.00	\$519.39	\$0.00	\$0.00
8940	12/10/2009	10/01/2009	\$0.00	Unapplied		UFU	00603	\$173.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	12/10/2009	10/01/2009	\$0.00	Unapplied		UI	00603	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$137.02)
8940	11/24/2009	09/01/2009	\$0.00	FEE	011	FB	32506	\$13.00	\$0.00	\$0.00	\$0.00	\$13.00	\$0.00	\$0.00	\$0.00
8940	11/17/2009	09/01/2009	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	11/11/2009	09/01/2009	\$1,007,066.77	Escrow Disb-Tax Count		E90	32687	(\$603.45)	\$0.00	\$0.00	(\$603.45)	\$0.00	\$0.00	\$0.00	\$0.00
8940	10/19/2009	09/01/2009	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	10/14/2009	09/01/2009	\$1,007,066.77	Escrow Disb-Fire		E20	32022	(\$4,583.80)	\$0.00	\$0.00	(\$4,583.80)	\$0.00	\$0.00	\$0.00	\$0.00
8940	10/13/2009	09/01/2009	\$1,007,066.77	PAYMENT		AP	00603	\$2,933.07	(\$3,323.71)	\$6,064.28	\$365.63	\$0.00	(\$173.13)	\$0.00	\$0.00
8940	10/13/2009	09/01/2009	\$1,007,066.77	PAYMENT		SWA	00603	\$346.26	\$0.00	\$0.00	\$0.00	\$0.00	\$346.26	\$0.00	\$0.00
8940	10/13/2009	09/01/2009	\$0.00	Unapplied		UFU	00603	\$173.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	09/17/2009	08/01/2009	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	09/09/2009	08/01/2009	\$1,003,743.06	PAYMENT		AP	00603	\$3,106.20	(\$3,303.75)	\$6,044.32	\$365.63	\$0.00	\$0.00	\$0.00	\$0.00
8940	09/09/2009	08/01/2009	\$1,003,743.06	PAYMENT		SWA	00603	\$173.13	\$0.00	\$0.00	\$0.00	\$0.00	\$173.13	\$0.00	\$0.00
8940	09/09/2009	08/01/2009	\$0.00	Unapplied		UFU	00603	\$173.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	09/09/2009	08/01/2009	\$0.00	Unapplied		UI	00603	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$137.02)
8940	08/18/2009	07/01/2009	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	07/21/2009	07/01/2009	\$1,000,439.31	Curtailment		CWA	00603	\$369.37	\$369.37	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	07/21/2009	07/01/2009	\$0.00	FEE	011	FWA	00603	\$13.00	\$0.00	\$0.00	\$0.00	\$13.00	\$0.00	\$0.00	\$0.00
8940	07/21/2009	07/01/2009	\$1,000,808.68	PAYMENT		AP	00603	\$2,896.96	(\$3,286.13)	\$6,026.70	\$365.63	\$0.00	(\$483.28)	\$0.00	\$274.04
8940	07/21/2009	07/01/2009	\$0.00	Unapplied		UFU	00603	(\$483.28)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	07/21/2009	07/01/2009	\$0.00	Unapplied		UI	00603	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$274.04
8940	07/17/2009	06/01/2009	\$0.00	Comment		SLC	00000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	07/15/2009	06/01/2009	\$997,522.55	PAYMENT		AP	00603	\$2,796.05	(\$3,266.39)	\$6,006.96	\$365.63	\$0.00	(\$310.15)	\$0.00	\$0.00
8940	07/15/2009	06/01/2009	\$997,522.55	PAYMENT		SWA	00603	\$483.28	\$0.00	\$0.00	\$0.00	\$0.00	\$483.28	\$0.00	\$0.00
8940	07/15/2009	06/01/2009	\$0.00	Unapplied		UFU	00603	\$173.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	06/10/2009	05/01/2009	\$994,256.16	PAYMENT		AP	00603	\$2,969.18	(\$3,246.78)	\$5,987.35	\$365.63	\$0.00	(\$137.02)	\$0.00	\$0.00
8940	06/10/2009	05/01/2009	\$994,256.16	PAYMENT		SWA	00603	\$310.15	\$0.00	\$0.00	\$0.00	\$0.00	\$310.15	\$0.00	\$0.00
8940	06/10/2009	05/01/2009	\$0.00	Unapplied		UFU	00603	\$173.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	05/13/2009	03/01/2009	\$987,782.10	PAYMENT		SRA	00603	\$137.02	\$0.00	\$0.00	\$0.00	\$0.00	\$137.02	\$0.00	\$0.00

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8940	05/13/2009	03/01/2009	\$0.00	Unapplied		UFU	00603	\$137.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	05/13/2009	04/01/2009	\$991,009.38	PAYMENT		AP	00603	\$3,005.29	(\$3,227.28)	\$5,967.85	\$401.74	\$0.00	(\$137.02)	\$0.00	\$0.00
8940	05/13/2009	04/01/2009	\$991,009.38	PAYMENT		SWA	00603	\$137.02	\$0.00	\$0.00	\$0.00	\$0.00	\$137.02	\$0.00	\$0.00
8940	05/13/2009	04/01/2009	\$0.00	Unapplied		UFU	00603	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	05/13/2009	04/01/2009	\$0.00	Unapplied		UI	00603	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$137.02)
8940	04/21/2009	03/01/2009	\$987,782.10	Escrow Disb		M01	01749	(\$993.97)	\$0.00	\$0.00	(\$993.97)	\$0.00	\$0.00	\$0.00	\$0.00
8940	03/26/2009	03/01/2009	\$0.00	FEE	011	FB	32506	\$13.00	\$0.00	\$0.00	\$0.00	\$13.00	\$0.00	\$0.00	\$0.00
8940	03/25/2009	02/01/2009	\$984,574.20	PAYMENT		AP	00430	\$3,142.31	(\$3,188.63)	\$5,929.20	\$401.74	\$0.00	\$0.00	\$0.00	\$0.00
8940	03/25/2009	02/01/2009	\$0.00	Unapplied		UI	00430	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$137.02)
8940	03/25/2009	03/01/2009	\$987,782.10	PAYMENT		AP	00430	\$3,279.33	(\$3,207.90)	\$5,948.47	\$401.74	\$0.00	\$0.00	\$0.00	\$137.02
8940	03/25/2009	03/01/2009	\$0.00	Unapplied		UI	00430	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$137.02
8940	03/11/2009	01/01/2009	\$981,385.57	Escrow Disb-Tax Count		E90	32687	(\$591.70)	\$0.00	\$0.00	(\$591.70)	\$0.00	\$0.00	\$0.00	\$0.00
8940	02/13/2009	01/01/2009	\$981,385.57	PAYMENT		AP	00603	\$3,142.31	(\$3,169.49)	\$5,910.06	\$401.74	\$0.00	\$0.00	\$0.00	\$0.00
8940	02/13/2009	01/01/2009	\$0.00	Unapplied		UI	00603	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$137.02)
8940	12/31/2008	12/01/2008	\$978,216.08	Interest On Escrow		EI	32046	\$35.05	\$0.00	\$0.00	\$35.05	\$0.00	\$0.00	\$0.00	\$0.00
8940	12/30/2008	12/01/2008	\$978,216.08	Interest On Escrow		EI	25102	\$0.84	\$0.00	\$0.00	\$0.84	\$0.00	\$0.00	\$0.00	\$0.00
8940	12/18/2008	12/01/2008	\$978,216.08	PAYMENT		AP	00603	\$3,279.33	(\$3,150.45)	\$5,891.02	\$401.74	\$0.00	\$0.00	\$0.00	\$137.02
8940	11/17/2008	11/01/2008	\$975,065.63	PAYMENT		AP	00603	\$3,142.31	(\$3,131.53)	\$5,872.10	\$401.74	\$0.00	\$0.00	\$0.00	\$0.00
8940	11/11/2008	10/01/2008	\$971,934.10	Escrow Disb-Tax Count		E90	32687	(\$591.70)	\$0.00	\$0.00	(\$591.70)	\$0.00	\$0.00	\$0.00	\$0.00
8940	10/14/2008	10/01/2008	\$971,934.10	PAYMENT		AP	00603	\$3,142.31	(\$3,112.73)	\$5,853.30	\$401.74	\$0.00	\$0.00	\$0.00	\$0.00
8940	10/13/2008	09/01/2008	\$968,821.37	Escrow Disb-Fire		E20	32022	(\$3,204.24)	\$0.00	\$0.00	(\$3,204.24)	\$0.00	\$0.00	\$0.00	\$0.00
8940	09/15/2008	09/01/2008	\$968,821.37	PAYMENT		AP	00603	\$3,142.31	(\$3,094.03)	\$5,834.60	\$401.74	\$0.00	\$0.00	\$0.00	\$0.00
8940	08/14/2008	07/01/2008	\$962,651.89	PAYMENT		AP	00603	\$137.02	(\$3,056.98)	\$5,797.55	\$401.74	\$0.00	(\$3,005.29)	\$0.00	\$0.00
8940	08/14/2008	07/01/2008	\$0.00	Unapplied		UFU	00603	(\$3,005.29)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	08/14/2008	07/01/2008	\$0.00	Unapplied		UI	00603	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$137.02)
8940	08/14/2008	08/01/2008	\$965,727.34	PAYMENT		AP	00603	\$3,279.33	(\$3,075.45)	\$5,816.02	\$401.74	\$0.00	\$0.00	\$0.00	\$137.02
8940	08/14/2008	08/01/2008	\$0.00	Unapplied		UI	00603	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$137.02
8940	07/14/2008	06/01/2008	\$959,594.91	PAYMENT		SRA	00603	\$3,005.29	\$0.00	\$0.00	\$0.00	\$0.00	\$3,005.29	\$0.00	\$0.00
8940	07/14/2008	06/01/2008	\$0.00	Unapplied		UFU	00603	\$3,005.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	06/23/2008	06/01/2008	\$0.00	FEE	171	FE	25102	\$12.50	\$0.00	\$0.00	\$0.00	\$12.50	\$0.00	\$0.00	\$0.00
8940	06/23/2008	06/01/2008	\$959,594.91	PAYMENT		SR	25102	(\$12.50)	\$0.00	\$0.00	\$0.00	\$0.00	(\$12.50)	\$0.00	\$0.00
8940	06/23/2008	06/01/2008	\$0.00	Unapplied		UFU	25102	(\$12.50)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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Account Number	Trans Added Date	Date Interest Paid Current	Prin Bal after trans	Transaction Description	Transaction Reason Code	Trans Type	Teller ID	Trans Amount	To Principal	To Interest Amt	To Escrow Amt	To Fee Amt	To Unapplied Funds Amt	To Credit Insurance Amt	To Late Charge Amt
8940	06/19/2008	06/01/2008	\$959,594.91	Curtailment		CT	25101	\$0.00	\$137.02	\$0.00	\$0.00	\$0.00	(\$137.02)	\$0.00	\$0.00
8940	06/19/2008	06/01/2008	\$0.00	Unapplied		UFU	25101	(\$137.02)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	06/12/2008	05/01/2008	\$956,692.48	PAYMENT		AP	00603	\$0.00	(\$3,021.19)	\$5,761.76	\$401.74	\$0.00	(\$3,142.31)	\$0.00	\$0.00
8940	06/12/2008	05/01/2008	\$0.00	Unapplied		UFU	00603	(\$3,142.31)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	06/12/2008	05/01/2008	\$0.00	Unapplied		UI	00603	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$137.02)
8940	06/12/2008	06/01/2008	\$0.00	FEE	171	FB	00606	\$12.50	\$0.00	\$0.00	\$0.00	\$12.50	\$0.00	\$0.00	\$0.00
8940	06/12/2008	06/01/2008	\$959,731.93	PAYMENT		AP	00603	\$3,279.33	(\$3,039.45)	\$5,780.02	\$401.74	\$0.00	\$0.00	\$0.00	\$137.02
8940	06/12/2008	06/01/2008	\$959,731.93	PAYMENT		SRA	00606	\$149.52	\$0.00	\$0.00	\$0.00	\$0.00	\$149.52	\$0.00	\$0.00
8940	06/12/2008	06/01/2008	\$0.00	Unapplied		UFU	00606	\$149.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	06/12/2008	06/01/2008	\$0.00	Unapplied		UI	00603	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$137.02
8940	05/05/2008	04/01/2008	\$953,671.29	PAYMENT		SRA	00405	\$4,362.41	\$0.00	\$0.00	\$4,362.41	\$0.00	\$0.00	\$0.00	\$0.00
8940	05/01/2008	04/01/2008	\$953,671.29	PAYMENT		SRA	00603	\$3,142.31	\$0.00	\$0.00	\$0.00	\$0.00	\$3,142.31	\$0.00	\$0.00
8940	05/01/2008	04/01/2008	\$0.00	Unapplied		UFU	00603	\$3,142.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	03/26/2008	04/01/2008	\$953,671.29	PAYMENT		AP	00603	\$2,916.75	(\$3,003.05)	\$5,743.62	\$176.18	\$0.00	\$0.00	\$0.00	\$0.00
8940	03/17/2008	03/01/2008	\$950,668.24	Escrow Disb-Tax Count		E90	32687	(\$473.73)	\$0.00	\$0.00	(\$473.73)	\$0.00	\$0.00	\$0.00	\$0.00
8940	03/11/2008	03/01/2008	\$950,668.24	PAYMENT		AP	00603	\$2,916.75	(\$2,985.02)	\$5,725.59	\$176.18	\$0.00	\$0.00	\$0.00	\$0.00
8940	02/04/2008	02/01/2008	\$947,683.22	PAYMENT		AP	00603	\$2,916.75	(\$2,967.09)	\$5,707.66	\$176.18	\$0.00	\$0.00	\$0.00	\$0.00
8940	12/31/2007	01/01/2008	\$944,716.13	Interest On Escrow		EI	32046	\$15.42	\$0.00	\$0.00	\$15.42	\$0.00	\$0.00	\$0.00	\$0.00
8940	12/24/2007	01/01/2008	\$944,716.13	PAYMENT		AP	00603	\$2,916.75	(\$2,949.27)	\$5,689.84	\$176.18	\$0.00	\$0.00	\$0.00	\$0.00
8940	12/03/2007	12/01/2007	\$941,766.86	PAYMENT		AP	00603	\$2,916.75	(\$2,931.56)	\$5,672.13	\$176.18	\$0.00	\$0.00	\$0.00	\$0.00
8940	11/09/2007	11/01/2007	\$938,835.30	PAYMENT		AP	00603	\$2,916.75	(\$2,913.95)	\$5,654.52	\$176.18	\$0.00	\$0.00	\$0.00	\$0.00
8940	11/08/2007	10/01/2007	\$935,921.35	Escrow Disb-Tax Count		E90	32687	(\$473.73)	\$0.00	\$0.00	(\$473.73)	\$0.00	\$0.00	\$0.00	\$0.00
8940	10/11/2007	10/01/2007	\$935,921.35	Escrow Disb-Fire		E20	32022	(\$3,873.52)	\$0.00	\$0.00	(\$3,873.52)	\$0.00	\$0.00	\$0.00	\$0.00
8940	09/26/2007	10/01/2007	\$935,921.35	PAYMENT		AP	00603	\$2,916.75	(\$2,896.46)	\$5,637.03	\$176.18	\$0.00	\$0.00	\$0.00	\$0.00
8940	08/29/2007	09/01/2007	\$933,024.89	Escrow Disb		E01	32262	(\$176.18)	\$0.00	\$0.00	(\$176.18)	\$0.00	\$0.00	\$0.00	\$0.00
8940	08/20/2007	09/01/2007	\$933,024.89	PAYMENT		AP	00603	\$2,916.76	(\$2,879.06)	\$5,619.63	\$176.19	\$0.00	\$0.00	\$0.00	\$0.00
8940	07/25/2007	08/01/2007	\$930,145.83	PAYMENT		AP	00603	\$2,916.76	(\$2,861.77)	\$5,602.34	\$176.19	\$0.00	\$0.00	\$0.00	\$0.00
8940	07/03/2007	07/01/2007	\$927,284.06	PAYMENT		AP	00603	\$2,916.76	(\$2,844.59)	\$5,585.16	\$176.19	\$0.00	\$0.00	\$0.00	\$0.00
8940	06/08/2007	06/01/2007	\$924,439.47	PAYMENT		PA	19328	\$0.00	(\$2,827.50)	\$5,568.07	\$176.19	\$0.00	(\$2,916.76)	\$0.00	\$0.00
8940	06/08/2007	06/01/2007	\$0.00	Unapplied		UFU	19328	(\$2,916.76)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8940	05/31/2007	05/01/2007	\$921,611.97	PAYMENT		PR0	13804	(\$2,916.76)	\$2,827.50	(\$5,568.07)	(\$176.19)	\$0.00	\$0.00	\$0.00	\$0.00
8940	05/31/2007	05/01/2007	\$921,611.97	PAYMENT		PT	01788	\$3,864.63	\$0.00	\$0.00	\$947.87	\$0.00	\$2,916.76	\$0.00	\$0.00

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940		02/15/2013	ET	ARM CHANGE NOTICE SCHEDULED FOR 02/18/13	SYSTEM ID
8940	F96	02/15/2013	NT	Moved Property Inspection Fee of \$11.25 Billed	API CSRV
8940	F96	02/15/2013	NT	2/14/2013 to investor recoverable as unable to	API CSRV
8940	F96	02/15/2013	NT	collect from customer due to state statute	API CSRV
8940		02/14/2013	CBR	FORECLOSURE STARTED	SYSTEM ID
8940		02/14/2013	CBR	DELINQUENT: 180+ DAYS	SYSTEM ID
8940		02/14/2013	FSV	INSP TP F RESULTS RCVD; ORD DT=02/11/13	SYSTEM ID
8940		02/14/2013	FOR	02/14/13 - 13:32 - 24715	NEW TRAK SYSTEM ID
8940		02/14/2013	FOR	Process opened 2/14/2013 by user	NEW TRAK SYSTEM ID
8940		02/14/2013	FOR	Laura Holder.	NEW TRAK SYSTEM ID
8940	SLAFH	02/12/2013	NT	hold to remain; emailed T Pandoah to see if hold	CLAIRE LORIMER
8940	SLAFH	02/12/2013	NT	can be updated or removed	CLAIRE LORIMER
8940		02/11/2013	FSV	INSP TYPE F ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
8940	DODV	02/09/2013	NT	Per DOD website check 2013-02-03 primary borrower	API CSRV
8940	DODV	02/09/2013	NT	BERNARD WARD is not active duty. Copy of DOD	API CSRV
8940	DODV	02/09/2013	NT	website is imaged in Looking Glass.	API CSRV
8940	SLAFH	02/06/2013	NT	accouant is currently in litigation and hold is to	CLAIRE LORIMER
8940	SLAFH	02/06/2013	NT	remain at this time; no ETA for ending hold	CLAIRE LORIMER
8940		02/04/2013	DM	EARLY IND: SCORE 101 MODEL EIFRC	SYSTEM ID
8940	INQ	01/29/2013	NT	tt Dezaeae Rodriguez,medical asst of a hosp.3p	ALELIE ZUNIGA
8940	INQ	01/29/2013	NT	wants to know why a ltr has been faxed to	ALELIE ZUNIGA
8940	INQ	01/29/2013	NT	5142428904.adv cus i could not provide any info on	ALELIE ZUNIGA
8940	INQ	01/29/2013	NT	the acct.aliz 8412892	ALELIE ZUNIGA
8940		01/26/2013	DM	LATE CHARGE FREEZE UPDATE 04/01/10 11/01/46 P	MARY SAND-SCRIPT ID
8940		01/21/2013	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		01/18/2013	ET	ARM CHANGE NOTICE SCHEDULED FOR 01/21/13	SYSTEM ID
8940	F96	01/16/2013	NT	Moved Property Inspection Fee of \$11.25 Billed	API CSRV
8940	F96	01/16/2013	NT	1/15/2013 to investor recoverable as unable to	API CSRV
8940	F96	01/16/2013	NT	collect from customer due to state statute	API CSRV
8940		01/15/2013	FSV	INSP TP F RESULTS RCVD; ORD DT=01/11/13	SYSTEM ID
8940		01/11/2013	FSV	INSP TYPE F ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
8940		01/10/2013	CBR	FORECLOSURE STARTED	SYSTEM ID
8940		01/10/2013	CBR	DELINQUENT: 180+ DAYS	SYSTEM ID

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940	F96	10/22/2012	NT	Moved Property Inspection Fee of \$16.5 Billed	API CSRV
8940	F96	10/22/2012	NT	10/19/2012 to investor recoverable as unable to	API CSRV
8940	F96	10/22/2012	NT	collect from customer due to state statute	API CSRV
8940		10/19/2012	FSV	INSP TP F RESULTS RCVD; ORD DT=10/12/12	SYSTEM ID
8940		10/19/2012	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		10/12/2012	CBR	FORECLOSURE STARTED	SYSTEM ID
8940		10/12/2012	CBR	DELINQUENT: 180+ DAYS	SYSTEM ID
8940		10/12/2012	FSV	INSP TYPE F ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
8940	DODV	10/06/2012	NT	Per DOD website check 10/1/2012 borrower BERNARD	API CSRV
8940	DODV	10/06/2012	NT	WARD is not active duty. Copy of DOD website is	API CSRV
8940	DODV	10/06/2012	NT	imaged in Looking Glass.	API CSRV
8940		10/02/2012	DM	EARLY IND: SCORE 101 MODEL EIFRC	SYSTEM ID
8940	F96	09/19/2012	NT	MOVED PROPERTY PRESERVATION FEE OF \$18.25 BILLED	API CSRV
8940	F96	09/19/2012	NT	9/18/12 TO INVESTOR RECOVERABLE AS UNABLE TO	API CSRV
8940	F96	09/19/2012	NT	COLLECT FROM CUSTOMER DUE TO STATE STATUE	API CSRV
8940		09/19/2012	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		09/18/2012	FSV	INSP TP F RESULTS RCVD; ORD DT=09/12/12	SYSTEM ID
8940		09/17/2012	ET	ARM CHANGE NOTICE SCHEDULED FOR 09/18/12	SYSTEM ID
8940		09/14/2012	CBR	FORECLOSURE STARTED	SYSTEM ID
8940		09/14/2012	CBR	DELINQUENT: 180+ DAYS	SYSTEM ID
8940		09/12/2012	FSV	INSP TYPE F ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
8940		08/21/2012	D28	FORCED BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		08/17/2012	ET	ARM CHANGE NOTICE SCHEDULED FOR 08/20/12	SYSTEM ID
8940	F96	08/17/2012	NT	MOVED PROPERTY PRESERVATION FEE OF \$13 BILLED	API CSRV
8940	F96	08/17/2012	NT	8/16/12 TO INVESTOR RECOVERABLE AS UNABLE TO	API CSRV
8940	F96	08/17/2012	NT	COLLECT FROM CUSTOMER DUE TO STATE STATUE	API CSRV
8940		08/16/2012	FSV	INSP TP F RESULTS RCVD; ORD DT=08/13/12	SYSTEM ID
8940		08/13/2012	FSV	INSP TYPE F ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
8940		08/13/2012	LMT	FILE CLOSED (7) COMPLETED 08/13/12	SARA LIBERT
8940		08/13/2012	LMT	0000000000 TASK:0000-LMT-REJECTED OPTION 08/13/12	SARA LIBERT
8940		08/13/2012	LMT	REJECTED BY:BORROWER	SARA LIBERT
8940		08/13/2012	LMT	REJECT REASON: OTHER	SARA LIBERT
8940		08/13/2012	LMT	BORROWER DID NOT ACCEPT OUR NONHMP PM OFFER	SARA LIBERT
8940		08/10/2012	CBR	FORECLOSURE STARTED	SYSTEM ID
8940		08/10/2012	CBR	DELINQUENT: 180+ DAYS	SYSTEM ID

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940	DODV	08/04/2012	NT	Per DOD website check 8/1/2012 borrower BERNARD	API CSRV
8940	DODV	08/04/2012	NT	WARD is not active duty. Copy of DOD website is	API CSRV
8940	DODV	08/04/2012	NT	imaged in Looking Glass.	API CSRV
8940		08/02/2012	DM	EARLY IND: SCORE 101 MODEL EIFRC	SYSTEM ID
8940	F96	07/20/2012	NT	MOVED PROPERTY PRESERVATION FEE OF \$13 BILLED	ANDREA FISHER-SCRIPT
8940	F96	07/20/2012	NT	7/19/12 TO INVESTOR RECOVERABLE AS UNABLE TO	ANDREA FISHER-SCRIPT
8940	F96	07/20/2012	NT	COLLECT FROM CUSTOMER DUE TO STATE STATUE	ANDREA FISHER-SCRIPT
8940		07/19/2012	FSV	INSP TP F RESULTS RCVD; ORD DT=07/13/12	SYSTEM ID
8940		07/19/2012	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		07/18/2012	ET	ARM CHANGE NOTICE SCHEDULED FOR 07/19/12	SYSTEM ID
8940		07/13/2012	CBR	FORECLOSURE STARTED	SYSTEM ID
8940		07/13/2012	CBR	DELINQUENT: 180+ DAYS	SYSTEM ID
8940		07/13/2012	FSV	INSP TYPE F ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
8940	F96	06/19/2012	NT	MOVED PROPERTY PRESERVATION FEE OF \$13 BILLED	ANDREA FISHER-SCRIPT
8940	F96	06/19/2012	NT	6/18/12 TO INVESTOR RECOVERABLE AS UNABLE TO	ANDREA FISHER-SCRIPT
8940	F96	06/19/2012	NT	COLLECT FROM CUSTOMER DUE TO STATE STATUE	ANDREA FISHER-SCRIPT
8940		06/19/2012	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		06/18/2012	FSV	INSP TP F RESULTS RCVD; ORD DT=06/13/12	SYSTEM ID
8940		06/15/2012	CBR	FORECLOSURE STARTED	SYSTEM ID
8940		06/15/2012	CBR	DELINQUENT: 180+ DAYS	SYSTEM ID
8940		06/15/2012	ET	ARM CHANGE NOTICE SCHEDULED FOR 06/18/12	SYSTEM ID
8940		06/13/2012	FSV	INSP TYPE F ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
8940		06/04/2012	DM	EARLY IND: SCORE 101 MODEL EIFRC	SYSTEM ID
8940	DODV	06/02/2012	NT	Per DOD website check 5/31/2012 borrower BERNARD	API CSRV
8940	DODV	06/02/2012	NT	WARD is not active duty. Copy of DOD website is	API CSRV
8940	DODV	06/02/2012	NT	imaged in Looking Glass.	API CSRV
8940		05/21/2012	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		05/18/2012	ET	ARM CHANGE NOTICE SCHEDULED FOR 05/21/12	SYSTEM ID
8940	F96	05/18/2012	NT	MOVED PROPERTY INSPECTION FEE OF \$13 BILLED	ANDREA FISHER-SCRIPT
8940	F96	05/18/2012	NT	5/17/12 TO INVESTOR RECOVERABLE AS UNABLE TO	ANDREA FISHER-SCRIPT
8940	F96	05/18/2012	NT	COLLECT FROM CUSTOMER DUE TO STATE STATUE	ANDREA FISHER-SCRIPT
8940		05/17/2012	FSV	INSP TP F RESULTS RCVD; ORD DT=05/14/12	SYSTEM ID
8940		05/14/2012	FSV	INSP TYPE F ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
8940		05/14/2012	FSV	DELINQ INSP HOLD RELEASED	SYSTEM ID
8940		05/11/2012	CBR	FORECLOSURE STARTED	SYSTEM ID

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940		05/11/2012	CBR	DELINQUENT: 180+ DAYS	SYSTEM ID
8940		05/02/2012	DM	EARLY IND: SCORE 101 MODEL EIFRC	SYSTEM ID
8940		04/19/2012	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		04/17/2012	ET	ARM CHANGE NOTICE SCHEDULED FOR 04/18/12	SYSTEM ID
8940		04/13/2012	CBR	FORECLOSURE STARTED	SYSTEM ID
8940		04/13/2012	CBR	DELINQUENT: 180+ DAYS	SYSTEM ID
8940	DODV	04/07/2012	NT	Per DOD website check 4/2/2012 borrower BERNARD	API CSRV
8940	DODV	04/07/2012	NT	WARD is not active duty. Copy of DOD website is	API CSRV
8940	DODV	04/07/2012	NT	imaged in Looking Glass.	API CSRV
8940	LMT	04/03/2012	NT	sent fu to legal	SARA LIBERT
8940		03/20/2012	D28	FORCED BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		03/16/2012	CBR	FORECLOSURE STARTED	SYSTEM ID
8940		03/16/2012	CBR	DELINQUENT: 180+ DAYS	SYSTEM ID
8940		03/16/2012	ET	ARM CHANGE NOTICE SCHEDULED FOR 03/19/12	SYSTEM ID
8940	LMT	03/13/2012	NT	gave PM docs to legal	SARA LIBERT
8940	MERGE	03/13/2012	NT	Docs located in the BKLYT file 3-13-12	DOUGLAS PETERSON
8940		03/13/2012	LMT	MOD FOR PAPER DELVRY (1080) COMPLETED 03/13/12	EVA CARSON
8940	LMT	03/12/2012	NT	rec inv approval and uploaded	SARA LIBERT
8940	INPAP	03/12/2012	NT	uploaded inv approval: LSMIT Ward 359398940 inv	SARA LIBERT
8940	INPAP	03/12/2012	NT	approval.pdf Uploaded	SARA LIBERT
8940	LMT	03/12/2012	NT	Recording: Recording Book and Page number not	ABDUL RAFEEQ
8940	LMT	03/12/2012	NT	found in Mortgage Deed Recorded and Title Policy,	ABDUL RAFEEQ
8940	LMT	03/12/2012	NT	Hence not updated in REG DEFAULT FIELDS.	ABDUL RAFEEQ
8940	STOP	03/12/2012	NT	CIT 989 CLOSED- Loan added to the Merge	ABDUL RAFEEQ
8940	STOP	03/12/2012	NT	spreadsheet and should be forwarded once Merged.	ABDUL RAFEEQ
8940	COL07	03/12/2012	CIT	075 DONE 03/12/12 BY TLR 16076	ABDUL RAFEEQ
8940	COL07	03/12/2012	CIT	TSK TYP 989-LOSS MIT LEGAL/	ABDUL RAFEEQ
8940	RCORD	03/12/2012	NT	\$1,000.00 Collected for Title Cost.	ABDUL RAFEEQ
8940	IOSR	03/12/2012	NT	Interest Only - Step Rate.	ABDUL RAFEEQ
8940	LMT	03/12/2012	NT	Unable to update a Attorney Fees Outstanding of	ABDUL RAFEEQ
8940	LMT	03/12/2012	NT	\$95.00 in write off, because Capped is have Mod	ABDUL RAFEEQ
8940	LMT	03/12/2012	NT	Title Costs of \$1,000.00, we are unable to create	ABDUL RAFEEQ
8940	LMT	03/12/2012	NT	both dummy, hence only create dummy in Capped.	ABDUL RAFEEQ
8940		03/12/2012	LMT	DATA VALIDATION (1090) COMPLETED 03/12/12	ABDUL RAFEEQ
8940		03/12/2012	LMT	TASK:1031-LMT-CHANGD FUPDT 03/18/12	ABDUL RAFEEQ

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940		03/12/2012	LMT	SEND EXEC DOCS (1040) COMPLETED 03/12/12	ABDUL RAFEEQ
8940	STOP	03/12/2012	NT	Mod Docs Due by Date 3/18/2012, Contribution	ABDUL RAFEEQ
8940	STOP	03/12/2012	NT	Amt: \$0.00, 4N Unapplied Funds: \$0.00.	ABDUL RAFEEQ
8940		03/12/2012	FSV	DELINQ INSP HOLD PLACED; REL DT =05/12/12	ABDUL RAFEEQ
8940		03/10/2012	LMT	MODIFCATN APPRVD INV (1232) COMPLETED 03/09/12	SARA LIBERT
8940	COL16	03/10/2012	CIT	075 new cit#989-please draw pm docs and send a	SARA LIBERT
8940	COL16	03/10/2012	CIT	copy to me, slibert 26853	SARA LIBERT
8940	COL16	03/10/2012	CIT	074 DONE 03/10/12 BY TLR 26853	SARA LIBERT
8940	COL16	03/10/2012	CIT	TSK TYP 977-MOD PROCESSED I	SARA LIBERT
8940	F96	03/09/2012	NT	MOVED PROPERTY INSPECTION FEES BILLED BETWEEN 2-27	API CSRV
8940	F96	03/09/2012	NT	AND 3-4 TO INVESTOR RECOVERABLE AS NOT ABLE TO	API CSRV
8940	F96	03/09/2012	NT	COLLECT FROM THE CUSTOMER DUE TO STATE STATUE	API CSRV
8940	LMT	03/03/2012	NT	responded to Legal and gave info requested	SARA LIBERT
8940		03/02/2012	DM	EARLY IND: SCORE 101 MODEL EIFRC	SYSTEM ID
8940	LMT	03/02/2012	NT	sent updated asset plan to investor w/ updated int	SARA LIBERT
8940	LMT	03/02/2012	NT	figures	SARA LIBERT
8940	FCHLD	03/02/2012	NT	Fcl already on hold in newtrak.	SHIVANANJE GOWDA
8940		03/01/2012	LMT	MODIFCATN APPRVD INV (1232) UNCOMPLETED	MAHENDRA KUMAR
8940	COL07	03/01/2012	CIT	073 DONE 03/01/12 BY TLR 02194	MAHENDRA KUMAR
8940	COL07	03/01/2012	CIT	TSK TYP 989-LOSS MIT LEGAL/	MAHENDRA KUMAR
8940	COL07	03/01/2012	CIT	074 New CIT 977 #08- Delinquent interest not	MAHENDRA KUMAR
8940	COL07	03/01/2012	CIT	matching. Once corrected please reopen cit 989	MAHENDRA KUMAR
8940	LMT	02/29/2012	NT	MOD APPRVD: PM CNTRBTN OF \$0.00 DUE 3/15/2012; NEW	API LOSS MITIGATION
8940	LMT	02/29/2012	NT	UPB \$1,171,779.69, TTL CPPD \$144,344.69 (INT	API LOSS MITIGATION
8940	LMT	02/29/2012	NT	\$134,571.31 / ESC \$0.00), OLD PPTD 04/10, NEW	API LOSS MITIGATION
8940	LMT	02/29/2012	NT	03/12, OLD RATE 7.2500%, STEP RATE EFFECTIVE	API LOSS MITIGATION
8940	LMT	02/29/2012	NT	4/1/2012 2.5000% PI \$2,441.21 PITI \$3,066.77 STEP	API LOSS MITIGATION
8940	LMT	02/29/2012	NT	RATE EFFECTIVE 4/1/2017 3.5000% PI \$3,417.69 PITI	API LOSS MITIGATION
8940	LMT	02/29/2012	NT	\$4,043.25 FINAL STEP EFFECTIVE 4/1/2018 3.7500% PI	API LOSS MITIGATION
8940	LMT	02/29/2012	NT	\$3,661.81 PITI \$4,287.37, ORGNL TERM 480, CRRNT	API LOSS MITIGATION
8940	LMT	02/29/2012	NT	TERM 440, MOD TERM 416, MAT DATE 11/1/2046 , OLD	API LOSS MITIGATION
8940	LMT	02/29/2012	NT	PI \$2,740.57, NEW PI \$3,661.81, OLD PITI	API LOSS MITIGATION
8940	LMT	02/29/2012	NT	\$3,106.20, NEW PITI \$4,287.37 INC RATIO 0.00% WITH	API LOSS MITIGATION
8940	LMT	02/29/2012	NT	SRPLS OF \$0.00; RFD: Excessive Obligation-Account	API LOSS MITIGATION
8940	LMT	02/29/2012	NT	in Litigation, Hardship details are unknown to me	API LOSS MITIGATION

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940	LMT	02/29/2012	NT	SUBMITTED BY: Sara Libert APPROVED BY: Sara Libert	API LOSS MITIGATION
8940		02/29/2012	LMT	MODIFCATN APPRVD INV (1232) COMPLETED 02/29/12	SARA LIBERT
8940		02/29/2012	LMT	MODIFCATN APPRVD INV (1232) UNCOMPLETED	SARA LIBERT
8940	STOP	02/29/2012	NT	Lmt2-7 Permanent Mod Approved. \$0 due by	SARA LIBERT
8940	STOP	02/29/2012	NT	03/15/2012. Apply Funds to 4N and open CIT 840 to	SARA LIBERT
8940	STOP	02/29/2012	NT	Cynthia Hamilton teller #22078 upon receipt of	SARA LIBERT
8940	STOP	02/29/2012	NT	deposit. Please Forward signed docs to Waterloo	SARA LIBERT
8940	STOP	02/29/2012	NT	Loss Mit. ***NOTE TO CLOSER*** Rate Effective	SARA LIBERT
8940	STOP	02/29/2012	NT	3/01/2012, New payments will start 04/1/2012.	SARA LIBERT
8940	STOP	02/29/2012	NT	Forbearance Amount: \$30,000.00. Principal	SARA LIBERT
8940	STOP	02/29/2012	NT	Forgiveness Amt: \$0.00 Spread escrow shortage over	SARA LIBERT
8940	STOP	02/29/2012	NT	60 months. Forgive all late charges. And debt	SARA LIBERT
8940	STOP	02/29/2012	NT	forgive add'l debt of \$4171.48	SARA LIBERT
8940	STOP	02/29/2012	NT	Recording Required: YES. Doc Code: IOSR: Interest	SARA LIBERT
8940	STOP	02/29/2012	NT	only period from 3/1/12-3/1/22 Rate will be fixed	SARA LIBERT
8940	STOP	02/29/2012	NT	with step rates beginning with first step at 2.5%	SARA LIBERT
8940	STOP	02/29/2012	NT	from 4/1/12-3/1/2017, and 3.5% from	SARA LIBERT
8940	STOP	02/29/2012	NT	4/1/17-3/1/2018 and 3.75% from 4/1/18 thru	SARA LIBERT
8940	STOP	02/29/2012	NT	remainder loan to 10/1/2035	SARA LIBERT
8940	IOSR	02/29/2012	NT	I/O Step Rate	SARA LIBERT
8940	FIXED	02/29/2012	NT	Fully Am'ing NO Principal Forbearance or Principal	SARA LIBERT
8940	FIXED	02/29/2012	NT	Forgiveness (includes steps, if applicable)	SARA LIBERT
8940	FAFF	02/29/2012	NT	Fully Am'ing WITH Principal Forbearance or	SARA LIBERT
8940	FAFF	02/29/2012	NT	Principal Forgiveness (includes steps, if	SARA LIBERT
8940	FAFF	02/29/2012	NT	applicable)	SARA LIBERT
8940		02/29/2012	DM	BREACH HOLD PLACED-EXPIRATION DATE 02/29/20	SARA LIBERT
8940		02/29/2012	LMT	LMT SOLUTN PURSUED (6) COMPLETED 02/29/12	SARA LIBERT
8940		02/29/2012	LMT	BPO OBTAINED (5) COMPLETED 02/29/12	SARA LIBERT
8940		02/29/2012	LMT	BPO ORDERED (4) COMPLETED 02/29/12	SARA LIBERT
8940		02/29/2012	LMT	COMPLETE FIN PKG REC (3) COMPLETED 02/29/12	SARA LIBERT
8940		02/29/2012	LMT	ASSESS FINANCL PKG (2) COMPLETED 02/29/12	SARA LIBERT
8940		02/29/2012	LMT	MODIFCATN APPRVD INV (1232) COMPLETED 02/29/12	SARA LIBERT
8940		02/29/2012	LMT	MODIFCATN RECMMD INV (1231) COMPLETED 02/29/12	SARA LIBERT
8940		02/29/2012	LMT	LOAN MOD STARTED (1001) COMPLETED 02/29/12	SARA LIBERT
8940		02/29/2012	LMT	REFERRD TO LOSS MIT (1) COMPLETED 02/29/12	SARA LIBERT

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8940	COL16	02/29/2012	CIT	073 new cit#989-please draw docs and send a copy	SARA LIBERT
8940	COL16	02/29/2012	CIT	to me, slibert 26853	SARA LIBERT
8940		02/27/2012	FSV	INSP TP F RESULTS RCVD; ORD DT=02/22/12	SYSTEM ID
8940	LMT	02/24/2012	NT	sent approved PM to Legal and uploaded investor	SARA LIBERT
8940	LMT	02/24/2012	NT	approval as LsMit LSMIT Ward approval investor	SARA LIBERT
8940	LMT	02/24/2012	NT	359398940 lsmit.pdf Uploaded	SARA LIBERT
8940		02/22/2012	FSV	INSP TYPE F ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
8940		02/21/2012	D28	FORCED BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		02/20/2012	LIT	fwd p&p info to legal	NATHAN MARTIN
8940		02/17/2012	CBR	FORECLOSURE STARTED	SYSTEM ID
8940		02/17/2012	CBR	DELINQUENT: 180+ DAYS	SYSTEM ID
8940	LMT	02/17/2012	NT	submitted an Asset Plan to Investor for a mod	SARA LIBERT
8940		02/16/2012	ET	ARM CHANGE NOTICE SCHEDULED FOR 02/17/12	SYSTEM ID
8940	LMT	02/16/2012	NT	escrow what if from 4/12-4/1/13:	SARA LIBERT
8940	LMT	02/16/2012	NT	cap amt: 8739.63	SARA LIBERT
8940	LMT	02/16/2012	NT	shtg amt: -3371.8	SARA LIBERT
8940	LMT	02/16/2012	NT	esc pmt (1/12th): 569.37	SARA LIBERT
8940	LMT	02/16/2012	NT	1/60th amt of shtg: 56.19	SARA LIBERT
8940	LMT	02/16/2012	NT	Monthly Hazard Insurance Amt 102.32	SARA LIBERT
8940	LMT	02/16/2012	NT	Monthly Real Estate Tax Amt 467.8	SARA LIBERT
8940	OTH10	02/13/2012	NT	Fcl reset complete b/c there is not an	JENNIFER BEENKEN
8940	OTH10	02/13/2012	NT	assgn out of MERS on looking glass. Due	JENNIFER BEENKEN
8940	OTH10	02/13/2012	NT	to pending option clean up project.	JENNIFER BEENKEN
8940	LMT	02/13/2012	NT	sent fu to legal for status	SARA LIBERT
8940	DODV	02/04/2012	NT	Per DOD website search 2/1/12 borrower BERNARD	API CSRV
8940	DODV	02/04/2012	NT	WARD is not active duty. Copy of website search	API CSRV
8940	DODV	02/04/2012	NT	is imaged in looking glass.	API CSRV
8940		02/02/2012	FSV	INSP TP F RESULTS RCVD; ORD DT=01/23/12	SYSTEM ID
8940		02/02/2012	DM	EARLY IND: SCORE 101 MODEL EIFRC	SYSTEM ID
8940	LMT	01/31/2012	NT	sent f/u to legal for status	SARA LIBERT
8940		01/23/2012	FSV	INSP TYPE F ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
8940		01/19/2012	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		01/18/2012	ET	ARM CHANGE NOTICE SCHEDULED FOR 01/19/12	SYSTEM ID
8940		01/13/2012	CBR	FORECLOSURE STARTED	SYSTEM ID
8940		01/13/2012	CBR	DELINQUENT: 180+ DAYS	SYSTEM ID

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8940	CSH	01/10/2012	NT	Voided stale ck & posted fnds to esc, Ck	RUTH WESTER
8940	CSH	01/10/2012	NT	#12261157,dtd- 09/19/11 \$3715.42. REW7623	RUTH WESTER
8940		12/28/2011	FSV	INSP TP F RESULTS RCVD; ORD DT=12/23/11	SYSTEM ID
8940		12/23/2011	FSV	INSP TYPE F ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
8940		12/20/2011	D28	FORCED BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		12/16/2011	ET	ARM CHANGE NOTICE SCHEDULED FOR 12/19/11	SYSTEM ID
8940		12/09/2011	CBR	FORECLOSURE STARTED	SYSTEM ID
8940		12/09/2011	CBR	DELINQUENT: 180+ DAYS	SYSTEM ID
8940	DODV	12/07/2011	NT	Per DOD website search 12/1/11 borrower BERNARD	API CSRV
8940	DODV	12/07/2011	NT	WARD is not active duty. Copy of website is	API CSRV
8940	DODV	12/07/2011	NT	imaged in looking glass.	API CSRV
8940		12/02/2011	DM	EARLY IND: SCORE 101 MODEL EIFRC	SYSTEM ID
8940		11/28/2011	FSV	INSP TP F RESULTS RCVD; ORD DT=11/23/11	SYSTEM ID
8940		11/28/2011	LMT	PURSUE LN MODIFCATN (1000) COMPLETED 11/28/11	SARA LIBERT
8940		11/28/2011	LMT	APPROVED FOR LMT 11/28/11	SARA LIBERT
8940	LMT	11/28/2011	NT	escrow anal from 2/12-2/1/13:	SARA LIBERT
8940	LMT	11/28/2011	NT	cap amt: 12455.05	SARA LIBERT
8940	LMT	11/28/2011	NT	shtg amt: 2233.06	SARA LIBERT
8940	LMT	11/28/2011	NT	esc pmt (1/12th): 569.37	SARA LIBERT
8940	LMT	11/28/2011	NT	1/60th amt of shtg: 37.21	SARA LIBERT
8940		11/23/2011	FSV	INSP TYPE F ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
8940		11/21/2011	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		11/17/2011	ET	ARM CHANGE NOTICE SCHEDULED FOR 11/18/11	SYSTEM ID
8940		11/11/2011	CBR	FORECLOSURE STARTED	SYSTEM ID
8940		11/11/2011	CBR	DELINQUENT: 180+ DAYS	SYSTEM ID
8940		11/02/2011	DM	EARLY IND: SCORE 101 MODEL EIFRC	SYSTEM ID
8940	ALT03	11/01/2011	NT	Updated arm contract to match 2nd 5 yr	DIANE KOHRS
8940	ALT03	11/01/2011	NT	adjustment per imaged hybrid note.	DIANE KOHRS
8940		11/01/2011	ET	ARM CHANGE NOTICE SCHEDULED FOR 07/19/11	DIANE KOHRS
8940		11/01/2011	NT	CONTRACT CHANGED NO NOTES ENTERED	DIANE KOHRS
8940		10/31/2011	FSV	INSP TP F RESULTS RCVD; ORD DT=10/24/11	SYSTEM ID
8940	LMT	10/25/2011	NT	sent investor correspondence to legal	SARA LIBERT
8940	CCOMP	10/25/2011	NT	deposition appearance completed.	MARLIN KNAPP
8940	CDEPO	10/25/2011	NT	deposition appearance scheduled.	MARLIN KNAPP
8940	COL16	10/25/2011	CIT	072 DONE 10/25/11 BY TLR 20599	MARLIN KNAPP

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940	COL16	10/25/2011	CIT	TSK TYP 542-GMAC REP REQUIR	MARLIN KNAPP
8940	COL16	10/25/2011	CIT	072 New CIT 542	MARLIN KNAPP
8940	COL16	10/25/2011	CIT	Date: 10/19/2011	MARLIN KNAPP
8940	COL16	10/25/2011	CIT	Time: 10:00am	MARLIN KNAPP
8940	COL16	10/25/2011	CIT	Location: San Francisco, CA	MARLIN KNAPP
8940	COL16	10/25/2011	CIT	Attendee: Peter Knapp	MARLIN KNAPP
8940		10/24/2011	FSV	INSP TYPE F ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
8940		10/19/2011	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		10/14/2011	CBR	FORECLOSURE STARTED	SYSTEM ID
8940		10/14/2011	CBR	DELINQUENT: 180+ DAYS	SYSTEM ID
8940		10/11/2011	DM	BREACH HOLD REMOVED MANUALLY	LETYCIA LOPEZ
8940		10/06/2011	LMT	FILE CLOSED (7) COMPLETED 10/06/11	LETYCIA LOPEZ
8940	DODV	10/05/2011	NT	Per DOD website review 10-3-11 borrower(s) are not	API CSRV
8940	DODV	10/05/2011	NT	active duty.	API CSRV
8940	LMT	09/28/2011	NT	rec response from Investor that unable to approve	SARA LIBERT
8940	LMT	09/28/2011	NT	mod submitted dut to "forgiveness", uploaded	SARA LIBERT
8940	LMT	09/28/2011	NT	denial as Ismit and sent email to legal of	SARA LIBERT
8940	LMT	09/28/2011	NT	investor response	SARA LIBERT
8940		09/27/2011	FSV	INSP TP F RESULTS RCVD; ORD DT=09/22/11	SYSTEM ID
8940	CLM	09/27/2011	NT	9/26/2011 Jean Frederick-on 6/20/11 - received	NANCY NGUYEN
8940	CLM	09/27/2011	NT	cit 931 advised to close claim module - account	NANCY NGUYEN
8940	CLM	09/27/2011	NT	went through with loan modification	NANCY NGUYEN
8940	LMT	09/26/2011	NT	sent new Asset Plan to investor for mod rev for	SARA LIBERT
8940	LMT	09/26/2011	NT	legal as borrower did not accept mod approved	SARA LIBERT
8940	LMT	09/26/2011	NT	previously by investor	SARA LIBERT
8940	LMT	09/26/2011	NT	escrow anal from 12/11-12/1/12:	SARA LIBERT
8940	LMT	09/26/2011	NT	cap amt: 11857.74	SARA LIBERT
8940	LMT	09/26/2011	NT	shtg amt: -1709.68	SARA LIBERT
8940	LMT	09/26/2011	NT	esc pmt (1/12th): 569.89	SARA LIBERT
8940	LMT	09/26/2011	NT	1/60th amt of shtg: 28.49	SARA LIBERT
8940	LMT	09/23/2011	NT	uncompleted 1002, mod has not been finalized yet;	REECE SEALOCK
8940	LMT	09/23/2011	NT	still waiting on returned mod agreement	REECE SEALOCK
8940		09/23/2011	LMT	LN MODIFICATION CMP (1002) UNCOMPLETED	REECE SEALOCK
8940		09/22/2011	FSV	INSP TYPE F ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
8940		09/22/2011	FSV	DELINQ INSP HOLD RELEASED	SYSTEM ID

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8940		09/20/2011	D28	FORCED BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		09/16/2011	CBR	FORECLOSURE STARTED	SYSTEM ID
8940		09/16/2011	CBR	DELINQUENT: 180+ DAYS	SYSTEM ID
8940		09/14/2011	LIT	emailed legal manager to see how to use funds on	JENNIFER BACHMANN
8940		09/14/2011	LIT	acct at this time	JENNIFER BACHMANN
8940	CSH	09/09/2011	NT	Adj'd stale ck fnds \$3715.42, from esc to bucket	RUTH WESTER
8940	CSH	09/09/2011	NT	originated from, 1U.REW7623	RUTH WESTER
8940	CSH	09/09/2011	NT	Stale ck was voided 09/08/11 & fnds posted to	RUTH WESTER
8940	CSH	09/09/2011	NT	esc,ck#12184971 ,dtd- 05/23/11 \$3715.42. REW7623	RUTH WESTER
8940	LMT	09/06/2011	NT	sent to legal to f/u: We never received these docs	SARA LIBERT
8940	LMT	09/06/2011	NT	back. The down payment was due on 8/1/11 of	SARA LIBERT
8940	LMT	09/06/2011	NT	\$3253.24 and then first payment of \$3230.12 on	SARA LIBERT
8940	LMT	09/06/2011	NT	9/1/11. Please confirm if the borrowers are not	SARA LIBERT
8940	LMT	09/06/2011	NT	accepting and we will shut down the loss mit	SARA LIBERT
8940	LMT	09/06/2011	NT	module.	SARA LIBERT
8940		09/02/2011	DM	EARLY IND: SCORE 101 MODEL EIFRC	SYSTEM ID
8940		08/23/2011	LIT	provided fee breakdown and esc ss	LEIGH FRAME
8940	COL04	08/22/2011	CIT	068 DONE 08/22/11 BY TLR 05618	BRAD VAN GUNDY
8940	COL04	08/22/2011	CIT	TSK TYP 828-LM DO NOT REFER	BRAD VAN GUNDY
8940	PAY	08/22/2011	NT	addl f/c are \$208 g/t 09/02/11---atty \$95, pir	JOHANNA HERRARA
8940	PAY	08/22/2011	NT	\$30 and bpo \$83	JOHANNA HERRARA
8940		08/22/2011	PAY	ORIG TO: AMY HARTSHORN	JOHANNA HERRARA
8940		08/22/2011	PAY	INT TO 090211 EXP DT 090211 AMT 1151325.38	JOHANNA HERRARA
8940		08/19/2011	FOR	08/19/11 - 15:34 - 42196	NEW TRAK SYSTEM ID
8940		08/19/2011	FOR	A fees and costs request has been	NEW TRAK SYSTEM ID
8940		08/19/2011	FOR	entered for this loan by Johanna	NEW TRAK SYSTEM ID
8940		08/19/2011	FOR	Herrera Del Cid, good through	NEW TRAK SYSTEM ID
8940		08/19/2011	FOR	9/2/2011	NEW TRAK SYSTEM ID
8940		08/19/2011	FOR	08/19/11 - 16:33 - 46294	NEW TRAK SYSTEM ID
8940		08/19/2011	FOR	Fees and costs response: Good	NEW TRAK SYSTEM ID
8940		08/19/2011	FOR	Through:9/2/2011 Fees: 0 Costs:	NEW TRAK SYSTEM ID
8940		08/19/2011	FOR	95.00 Comment:	NEW TRAK SYSTEM ID
8940	PAY	08/19/2011	NT	F/c have been requested on the newtrak website for	JOHANNA HERRARA
8940	PAY	08/19/2011	NT	payoff (rush odm dcn #3474182)	JOHANNA HERRARA
8940		08/19/2011	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940		08/12/2011	CBR	FORECLOSURE STARTED	SYSTEM ID
8940		08/12/2011	CBR	DELINQUENT: 180+ DAYS	SYSTEM ID
8940		08/09/2011	LIT	added counsel names to acct	LEIGH FRAME
8940	COL81	08/04/2011	CIT	071 DONE 08/04/11 BY TLR 01348	TAMMY HAYES
8940	COL81	08/04/2011	CIT	TSK TYP 173-EXCLUDE FROM SK	TAMMY HAYES
8940	COL81	08/04/2011	CIT	071 Closing cit#173-Added to skip trace list	TAMMY HAYES
8940		08/03/2011	DM	OB ATTEMPT FOR FRANK DODD LTR, UNABLE TO LEAVE MSG	RACHAEL BRYANT
8940		08/03/2011	DM	AND 415.566.2727 IS A WRONG #	RACHAEL BRYANT
8940		08/03/2011	DM	ACTION/RESULT CD CHANGED FROM OAAI TO BRIN	RACHAEL BRYANT
8940	COL73	08/03/2011	CIT	071 new cit 173: u3p adv 4155662727 is a wrong #	RACHAEL BRYANT
8940		08/02/2011	DM	EARLY IND: SCORE 101 MODEL EIFRC	SYSTEM ID
8940		07/27/2011	DM	**OBC FOR DODD FRANK NOT COMPLETED; ACCOUNT IN	BRITTANY STEEN
8940		07/27/2011	DM	LITIGATION	BRITTANY STEEN
8940		07/27/2011	DM	ACTION/RESULT CD CHANGED FROM OASK TO OAAI	BRITTANY STEEN
8940	LSMIT	07/27/2011	NT	LSMIT Ward359398940.doc Uploaded	MARK KRUG
8940	COL27	07/27/2011	CIT	070 DONE 07/27/11 BY TLR 23443	MARK KRUG
8940	COL27	07/27/2011	CIT	TSK TYP 987-LOSS MIT COR DO	MARK KRUG
8940	COL27	07/27/2011	CIT	070 Closing CIT 987, Corrected docs emailed to	MARK KRUG
8940	COL27	07/27/2011	CIT	Sara Libert	MARK KRUG
8940	COL27	07/27/2011	CIT	070 New CIT 987, Docs were processed using FIXED	MARK KRUG
8940	COL27	07/27/2011	CIT	docs instead of IOSR docs	MARK KRUG
8940		07/26/2011	FSV	INSP TP F RESULTS RCVD; ORD DT=07/20/11	SYSTEM ID
8940	LMT	07/22/2011	NT	sent PM docs to Legal-slibert6215	SARA LIBERT
8940	LSMIT	07/22/2011	NT	LSMIT Ward359398940.doc Uploaded	MARK KRUG
8940	MERGE	07/22/2011	NT	Litigated account, manual docs emailed to Sara	MARK KRUG
8940	MERGE	07/22/2011	NT	Libert due back 8/1 w/3253.24	MARK KRUG
8940		07/22/2011	FSV	DELINQ INSP HOLD PLACED; REL DT =09/22/11	MARK KRUG
8940		07/22/2011	LMT	TASK:1031-LMT-CHANGD FUPDT 08/01/11	MARK KRUG
8940		07/22/2011	LMT	SEND EXEC DOCS (1040) COMPLETED 07/22/11	MARK KRUG
8940	ORDER	07/22/2011	NT	Title/Record order # is 6753955	MARK KRUG
8940	LSMIT	07/22/2011	NT	Requested Recorded Mortgage Deed & Title Policy in	MARK KRUG
8940	LSMIT	07/22/2011	NT	ISS, request #'s 3630481 & 3630482	MARK KRUG
8940	RCORD	07/22/2011	NT	Loan requires recording per mod approval.	MARK KRUG
8940	COL27	07/22/2011	CIT	069 DONE 07/22/11 BY TLR 23443	MARK KRUG
8940	COL27	07/22/2011	CIT	TSK TYP 989-LOSS MIT LEGAL/	MARK KRUG

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8940	COL16	07/22/2011	CIT	069 new cit#989-please draw docs and send a copy	SARA LIBERT
8940	COL16	07/22/2011	CIT	to me-slibert26853	SARA LIBERT
8940	COL16	07/22/2011	CIT	066 DONE 07/22/11 BY TLR 26853	SARA LIBERT
8940	COL16	07/22/2011	CIT	TSK TYP 977-MOD PROCESSED I	SARA LIBERT
8940	COL16	07/22/2011	CIT	058 DONE 07/22/11 BY TLR 26853	SARA LIBERT
8940	COL16	07/22/2011	CIT	TSK TYP 573-BK/LIT HMP STAT	SARA LIBERT
8940	STOP	07/22/2011	NT	correction to stop note: i/o period fixed 10 years	SARA LIBERT
8940	STOP	07/22/2011	NT	to 9/1/2021, then converts to fully am.	SARA LIBERT
8940		07/20/2011	FSV	INSP TYPE F ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
8940		07/19/2011	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		07/18/2011	FOR	FORECLOSURE LA CHANGED FROM 0126655 TO 0070653	KIM CHAMBERS
8940		07/18/2011	FOR	FORECLOSURE LA CHANGED FROM 0070653 TO 0126655	KIM CHAMBERS
8940		07/15/2011	CBR	FORECLOSURE STARTED	SYSTEM ID
8940		07/15/2011	CBR	DELINQUENT: 180+ DAYS	SYSTEM ID
8940		07/15/2011	DM	3P ADV INVALID PH415-788-1900, IF B1 CI, PLS ADV	BRITTANY STEEN
8940		07/15/2011	DM	TO RETURN DODDFRANK FORM TO 866-340-5043	BRITTANY STEEN
8940		07/15/2011	DM	ACTION/RESULT CD CHANGED FROM BRUN TO BRIP	BRITTANY STEEN
8940	COL27	07/15/2011	CIT	067 DONE 07/15/11 BY TLR 22084	REECE SEALOCK
8940	COL27	07/15/2011	CIT	TSK TYP 986-LOSS MIT DOC RE	REECE SEALOCK
8940	COL27	07/15/2011	CIT	067 closing cit 986, account has not updated; 977	REECE SEALOCK
8940	COL27	07/15/2011	CIT	cit is open due to errors	REECE SEALOCK
8940	COL04	07/14/2011	CIT	068 new cit 828	BRAD VAN GUNDY
8940	COL04	07/14/2011	CIT	064 DONE 07/14/11 BY TLR 05618	BRAD VAN GUNDY
8940	COL04	07/14/2011	CIT	TSK TYP 828-LM DO NOT REFER	BRAD VAN GUNDY
8940	ALT03	07/14/2011	CIT	067 cit 986 no mod docs scanned. please open cit	JAN DRUVENGA
8940	ALT03	07/14/2011	CIT	431 when mod docs are available	JAN DRUVENGA
8940	ALT03	07/14/2011	CIT	063 DONE 07/14/11 BY TLR 02170	JAN DRUVENGA
8940	ALT03	07/14/2011	CIT	TSK TYP 431-ARM LOSS MIT	JAN DRUVENGA
8940	ALT03	07/14/2011	CIT	063 431 closing cit. no mod docs scanned	JAN DRUVENGA
8940	COL07	07/14/2011	CIT	066 New CIT 977 #02- Last IO Date not provided in	ABDUL RAFEEQ
8940	COL07	07/14/2011	CIT	stop note or Incorrect LAST IO date. And also	ABDUL RAFEEQ
8940	COL07	07/14/2011	CIT	Re-Open CIT 989 to send the Docs.	ABDUL RAFEEQ
8940	COL07	07/14/2011	CIT	065 DONE 07/14/11 BY TLR 16076	ABDUL RAFEEQ
8940	COL07	07/14/2011	CIT	TSK TYP 989-LOSS MIT LEGAL/	ABDUL RAFEEQ
8940	COL16	07/13/2011	CIT	065 new cit 989	LETYCIA LOPEZ

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8940	COL16	07/13/2011	CIT	pls draw mod docs	LETYCIA LOPEZ
8940	COL16	07/13/2011	CIT	llopez6896	LETYCIA LOPEZ
8940	COL16	07/13/2011	CIT	062 DONE 07/13/11 BY TLR 20757	LETYCIA LOPEZ
8940	COL16	07/13/2011	CIT	TSK TYP 977-MOD PROCESSED I	LETYCIA LOPEZ
8940	ALT03	07/13/2011	NT	neg am limit reached adjusted 08/2011	JILL SCHARES
8940	ALT03	07/13/2011	NT	payment per servicing terms of note	JILL SCHARES
8940	COL04	07/12/2011	CIT	064 cit 828	BRAD VAN GUNDY
8940	COL04	07/12/2011	CIT	041 DONE 07/12/11 BY TLR 05618	BRAD VAN GUNDY
8940	COL04	07/12/2011	CIT	TSK TYP 828-LM DO NOT REFER	BRAD VAN GUNDY
8940	ALT03	07/12/2011	CIT	063 Open CIT#431 please update system per modif	JAN DRUVENGA
8940	ALT03	07/12/2011	CIT	docs scanned	JAN DRUVENGA
8940	COL07	07/12/2011	CIT	061 DONE 07/12/11 BY TLR 03133	CHALUVARAJU CHIKKAN
8940	COL07	07/12/2011	CIT	TSK TYP 989-LOSS MIT LEGAL/	CHALUVARAJU CHIKKAN
8940	COL07	07/12/2011	CIT	062 New CIT 977 #05- Incorrect Doc Codes.	CHALUVARAJU CHIKKAN
8940	IOSR	07/11/2011	NT	I/O Step Rate	LETYCIA LOPEZ
8940	COL16	07/11/2011	CIT	061 new cit 989	LETYCIA LOPEZ
8940	COL16	07/11/2011	CIT	pls draw mod docs	LETYCIA LOPEZ
8940	COL16	07/11/2011	CIT	thank you	LETYCIA LOPEZ
8940	COL16	07/11/2011	CIT	llopez6896	LETYCIA LOPEZ
8940	IOFIX	07/11/2011	NT	I/O Fixed Rate	LETYCIA LOPEZ
8940	COL16	07/11/2011	CIT	060 DONE 07/11/11 BY TLR 20757	LETYCIA LOPEZ
8940	COL16	07/11/2011	CIT	TSK TYP 977-MOD PROCESSED I	LETYCIA LOPEZ
8940	COL27	07/11/2011	CIT	060 New CIT 977 #05- Incorrect Doc Codes.	MARK KRUG
8940	COL27	07/11/2011	CIT	059 DONE 07/11/11 BY TLR 23443	MARK KRUG
8940	COL27	07/11/2011	CIT	TSK TYP 989-LOSS MIT LEGAL/	MARK KRUG
8940	FIXED	07/11/2011	NT	Fully Am'ing NO Principal Forbearance or Principal	LETYCIA LOPEZ
8940	FIXED	07/11/2011	NT	Forgiveness (2.75% for 60 months, 3.75% for 12	LETYCIA LOPEZ
8940	FIXED	07/11/2011	NT	months, 4.50% for 351 months)	LETYCIA LOPEZ
8940	FIXED	07/11/2011	NT	llopez6896	LETYCIA LOPEZ
8940	FIXED	07/11/2011	NT	Fully Am'ing NO Principal Forbearance or Principal	LETYCIA LOPEZ
8940	FIXED	07/11/2011	NT	Forgiveness (includes steps, if applicable)	LETYCIA LOPEZ
8940	FIXED	07/11/2011	NT	llopez6896	LETYCIA LOPEZ
8940	COL16	07/11/2011	CIT	059 new cit 989	LETYCIA LOPEZ
8940	COL16	07/11/2011	CIT	pls draw mod docs and send a copy to me	LETYCIA LOPEZ
8940	COL16	07/11/2011	CIT	thank you	LETYCIA LOPEZ

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8940	COL16	07/11/2011	CIT	llopez6896	LETYCIA LOPEZ
8940	STOP	07/11/2011	NT	Permanent Modification approved with \$3,253.24	LETYCIA LOPEZ
8940	STOP	07/11/2011	NT	down payment due on 08/01/11. The payment	LETYCIA LOPEZ
8940	STOP	07/11/2011	NT	effective date is 09/01/11. Apply funds to 4n and	LETYCIA LOPEZ
8940	STOP	07/11/2011	NT	send cit 840 to Reece Sealock teller # 22084 upon	LETYCIA LOPEZ
8940	STOP	07/11/2011	NT	receipt of deposit. Please forward signed	LETYCIA LOPEZ
8940	STOP	07/11/2011	NT	documents to Waterloo Loss Mitigation.	LETYCIA LOPEZ
8940	STOP	07/11/2011	NT	llopez6896	LETYCIA LOPEZ
8940		07/11/2011	LMT	LMT SOLUTN PURSUED (6) COMPLETED 07/11/11	LETYCIA LOPEZ
8940		07/11/2011	LMT	BPO OBTAINED (5) COMPLETED 07/11/11	LETYCIA LOPEZ
8940		07/11/2011	LMT	BPO ORDERED (4) COMPLETED 07/11/11	LETYCIA LOPEZ
8940		07/11/2011	LMT	COMPLETE FIN PKG REC (3) COMPLETED 07/11/11	LETYCIA LOPEZ
8940		07/11/2011	LMT	ASSESS FINANCL PKG (2) COMPLETED 07/11/11	LETYCIA LOPEZ
8940		07/11/2011	LMT	LN MODIFICATION CMP (1002) COMPLETED 07/11/11	LETYCIA LOPEZ
8940		07/11/2011	LMT	MODIFCATN APPRVD INV (1232) COMPLETED 07/11/11	LETYCIA LOPEZ
8940		07/11/2011	LMT	MODIFCATN RECMMD INV (1231) COMPLETED 07/11/11	LETYCIA LOPEZ
8940		07/11/2011	LMT	LOAN MOD STARTED (1001) COMPLETED 07/11/11	LETYCIA LOPEZ
8940		07/11/2011	LMT	REFERRD TO LOSS MIT (1) COMPLETED 07/11/11	LETYCIA LOPEZ
8940		07/11/2011	LMT	PURSUE LN MODIFCATN (1000) COMPLETED 07/11/11	LETYCIA LOPEZ
8940		07/11/2011	LMT	APPROVED FOR LMT 07/11/11	LETYCIA LOPEZ
8940		07/11/2011	LMT	FILE CLOSED (7) COMPLETED 07/11/11	LETYCIA LOPEZ
8940	APRVD	07/08/2011	NT	APPROVED MANUAL. TERMS MATCH THE INVESTOR	JODY GARCIA
8940	APRVD	07/08/2011	NT	APPROVAL.	JODY GARCIA
8940	LMT	07/07/2011	NT	***NOTICE***	MICHAEL PORTER
8940	LMT	07/07/2011	NT	The approval script below does not	MICHAEL PORTER
8940	LMT	07/07/2011	NT	constitute final mod approval. Please do not	MICHAEL PORTER
8940	LMT	07/07/2011	NT	communicate any approval status to the borrower or	MICHAEL PORTER
8940	LMT	07/07/2011	NT	any third parties. mporter	MICHAEL PORTER
8940	SUBMT	07/07/2011	NT	Sent to management for PM approval. mporter	MICHAEL PORTER
8940	LMT	07/07/2011	NT	MOD APPRVD: PM CNTRBTN OF \$3,253.24 DUE 8/1/2011;	API LOSS MITIGATION
8940	LMT	07/07/2011	NT	NEW UPB \$1,143,326.94, TTL CPPD \$115,891.94 (INT	API LOSS MITIGATION
8940	LMT	07/07/2011	NT	\$108,462.63 / ESC \$0.00), OLD PPTD 04/10, NEW	API LOSS MITIGATION
8940	LMT	07/07/2011	NT	08/11, OLD RATE 7.2500%, STEP RATE EFFECTIVE	API LOSS MITIGATION
8940	LMT	07/07/2011	NT	9/1/2011 2.7500% PI \$2,620.12 PITI \$3,230.12 STEP	API LOSS MITIGATION
8940	LMT	07/07/2011	NT	RATE EFFECTIVE 9/1/2016 3.7500% PI \$3,572.90 PITI	API LOSS MITIGATION

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8940	LMT	07/07/2011	NT	\$4,182.90 FINAL STEP EFFECTIVE 9/1/2017 4.5000% PI	API LOSS MITIGATION
8940	LMT	07/07/2011	NT	\$4,287.48 PITI \$4,897.48, ORGNL TERM 480, CRRNT	API LOSS MITIGATION
8940	LMT	07/07/2011	NT	TERM 440, MOD TERM 423, MAT DATE 11/1/2046 , OLD	API LOSS MITIGATION
8940	LMT	07/07/2011	NT	PI \$2,740.57, NEW PI \$4,287.48, OLD PITI	API LOSS MITIGATION
8940	LMT	07/07/2011	NT	\$3,106.20, NEW PITI \$4,897.48 INC RATIO 0.00% WITH	API LOSS MITIGATION
8940	LMT	07/07/2011	NT	SRPLS OF \$0.00; RFD: Excessive Obligation-	API LOSS MITIGATION
8940	LMT	07/07/2011	NT	SUBMITTED BY: Michael Porter APPROVED BY: Michael	API LOSS MITIGATION
8940	LMT	07/07/2011	NT	Porter	API LOSS MITIGATION
8940	INPAP	07/07/2011	NT	Investor approval received. Imaged as LSMIT.	MICHAEL PORTER
8940	INPAP	07/07/2011	NT	mporter	MICHAEL PORTER
8940		07/06/2011	NT	CONTRACT CHANGED NO NOTES ENTERED	JILL SCHARES
8940		07/04/2011	DM	EARLY IND: SCORE 101 MODEL EIFRC	SYSTEM ID
8940	CSH	06/30/2011	NT	Funds posted via wire on 06/30/11 were	JAMI BERANEK-SCRIPT
8940	CSH	06/30/2011	NT	for an insurance refund; please contact	JAMI BERANEK-SCRIPT
8940	CSH	06/30/2011	NT	insurance dept with any questions.	JAMI BERANEK-SCRIPT
8940		06/23/2011	FSV	INSP TP F RESULTS RCVD; ORD DT=06/20/11	SYSTEM ID
8940		06/23/2011	DM	BREACH HOLD PLACED-EXPIRATION DATE 01/01/50	MICHAEL PORTER
8940	LMT	06/23/2011	NT	Sent to Investor Wells Fargo for mod approval.	MICHAEL PORTER
8940	LMT	06/23/2011	NT	mporter	MICHAEL PORTER
8940	LMT	06/23/2011	NT	Corp Private PM Justification	MICHAEL PORTER
8940	LMT	06/23/2011	NT	Non-HMP Perm Mod	MICHAEL PORTER
8940	LMT	06/23/2011	NT	The first payment due after the PM executes will	MICHAEL PORTER
8940	LMT	06/23/2011	NT	be 09/01/2011, Value is \$799,900 . Pre-Mod Front	MICHAEL PORTER
8940	LMT	06/23/2011	NT	End DTI is 18.26%. Post-Mod Front End DTI is	MICHAEL PORTER
8940	LMT	06/23/2011	NT	18.94%. Post-Mod Back-end DTI is 44.71%. Gross	MICHAEL PORTER
8940	LMT	06/23/2011	NT	Income: 17,002.29, Net Income: 13917.57,	MICHAEL PORTER
8940	LMT	06/23/2011	NT	Amortization: Interest only. RFD: "Curtailment	MICHAEL PORTER
8940	LMT	06/23/2011	NT	of Income."	MICHAEL PORTER
8940	LMT	06/23/2011	NT	The borrower does not have enough savings to	MICHAEL PORTER
8940	LMT	06/23/2011	NT	reinstate the loan and their financials do not	MICHAEL PORTER
8940	LMT	06/23/2011	NT	support a repayment plan. Proposed Solution:	MICHAEL PORTER
8940	LMT	06/23/2011	NT	Modified interest rate of 2.75%, modified maturity	MICHAEL PORTER
8940	LMT	06/23/2011	NT	term of 423, modified amortization term 423, Debt	MICHAEL PORTER
8940	LMT	06/23/2011	NT	Forbearance of \$0, Debt Forgiveness of \$0.	MICHAEL PORTER
8940	LMT	06/23/2011	NT	Post-Mod LTV is 142.47%. Servicer attests that	MICHAEL PORTER

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8940	LMT	06/23/2011	NT	these are true and accurate figures and the	MICHAEL PORTER
8940	LMT	06/23/2011	NT	modification will fully amortize per PSA	MICHAEL PORTER
8940	LMT	06/23/2011	NT	requirements. Master Servicer reserves the right	MICHAEL PORTER
8940	LMT	06/23/2011	NT	to request supporting documents for review	MICHAEL PORTER
8940		06/23/2011	LMT	I/O CONVERSION MOD (1034) COMPLETED 06/23/11	MICHAEL PORTER
8940		06/23/2011	LMT	TRIAL MOD COMPLETED (1054) COMPLETED 06/23/11	MICHAEL PORTER
8940		06/23/2011	LMT	MODIFCATN RECMMD INV (1231) COMPLETED 06/23/11	MICHAEL PORTER
8940		06/23/2011	LMT	LOAN MOD STARTED (1001) COMPLETED 06/23/11	MICHAEL PORTER
8940		06/23/2011	LMT	LMT SOLUTN PURSUED (6) COMPLETED 06/23/11	MICHAEL PORTER
8940		06/23/2011	LMT	BPO OBTAINED (5) COMPLETED 06/23/11	MICHAEL PORTER
8940		06/23/2011	LMT	BPO ORDERED (4) COMPLETED 06/23/11	MICHAEL PORTER
8940		06/23/2011	LMT	COMPLETE FIN PKG REC (3) COMPLETED 06/23/11	MICHAEL PORTER
8940		06/23/2011	LMT	ASSESS FINANCL PKG (2) COMPLETED 06/23/11	MICHAEL PORTER
8940		06/23/2011	LMT	PURSUE LN MODIFCATN (1000) COMPLETED 06/23/11	MICHAEL PORTER
8940		06/23/2011	LMT	REFERRD TO LOSS MIT (1) COMPLETED 06/23/11	MICHAEL PORTER
8940		06/23/2011	LMT	APPROVED FOR LMT 06/23/11	MICHAEL PORTER
8940		06/23/2011	FOR	FORECLOSURE TC CHANGED FROM 0099029 TO 0270001	SUNIL RANA
8940	COL16	06/23/2011	CIT	058 open CIT 573 please review for trad mod, file	AARON TEARE
8940	COL16	06/23/2011	CIT	in active litigation	AARON TEARE
8940	COL16	06/23/2011	CIT	057 DONE 06/23/11 BY TLR 18903	AARON TEARE
8940	COL16	06/23/2011	CIT	TSK TYP 519-ACTIVE LITIGATI	AARON TEARE
8940	COL16	06/23/2011	CIT	057 close CIT 519 opening CIT 573 for litigated	AARON TEARE
8940	COL16	06/23/2011	CIT	trad mod review	AARON TEARE
8940	COL04	06/23/2011	CIT	046 DONE 06/23/11 BY TLR 22879	BRETT DECKER
8940	COL04	06/23/2011	CIT	TSK TYP 941-TEAM LEAD ELEVA	BRETT DECKER
8940	COL04	06/23/2011	CIT	046 closing cit- acct in lit and handled by	BRETT DECKER
8940	COL04	06/23/2011	CIT	counsel	BRETT DECKER
8940		06/23/2011	LIT	per legal manager our counsel will contact the	LEIGH FRAME
8940		06/23/2011	LIT	borrower's counsel regarding inquires	LEIGH FRAME
8940	CSH	06/23/2011	NT	Funds posted via wire on 06/23/11 were	JAMI BERANEK-SCRIPT
8940	CSH	06/23/2011	NT	for an insurance refund; please contact	JAMI BERANEK-SCRIPT
8940	CSH	06/23/2011	NT	insurance dept with any questions.	JAMI BERANEK-SCRIPT
8940	COL09	06/23/2011	CIT	057 New CIT#519. LMT Litigation referral.	TIM WOODRUFF-SCRIPT
8940	COL09	06/23/2011	CIT	Financial package received from customer that	TIM WOODRUFF-SCRIPT
8940	COL09	06/23/2011	CIT	is in active litigation.	TIM WOODRUFF-SCRIPT

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8940	COL09	06/23/2011	CIT	056 DONE 06/23/11 BY TLR 02571	TIM WOODRUFF-SCRIPT
8940	COL09	06/23/2011	CIT	TSK TYP 854-CORE CASH FLW P	TIM WOODRUFF-SCRIPT
8940	COL09	06/23/2011	CIT	056 Closing CIT#854; Active Litigation; Open	TIM WOODRUFF-SCRIPT
8940	COL09	06/23/2011	CIT	CIT#519	TIM WOODRUFF-SCRIPT
8940		06/23/2011	LIT	Sent fact package to legal manager	TAMMY GIBSON
8940	COL16	06/22/2011	CIT	056 open CIT 854 prior CIT shut down in error	AARON TEARE
8940		06/22/2011	LIT	emailed legal manager for permission to discuss	LEIGH FRAME
8940		06/22/2011	LIT	account	LEIGH FRAME
8940	COL04	06/22/2011	CIT	046 rcv vm from a3p karen, return cll @ 230pm, adv	BRETT DECKER
8940	COL04	06/22/2011	CIT	unable to disclose info acct in lit adv will	BRETT DECKER
8940	COL04	06/22/2011	CIT	tt legal to see how acct should be handle	BRETT DECKER
8940	COL11	06/22/2011	CIT	055 DONE 06/22/11 BY TLR 02626	TIA MANCHESTER
8940	COL11	06/22/2011	CIT	TSK TYP 854-CORE CASH FLW P	TIA MANCHESTER
8940	COL11	06/22/2011	CIT	055 closing cit854...pending execution of	TIA MANCHESTER
8940	COL11	06/22/2011	CIT	traditional perm mod	TIA MANCHESTER
8940	INQ35	06/21/2011	CIT	052 DONE 06/21/11 BY TLR 01239	LORI AGUIAR
8940	INQ35	06/21/2011	CIT	TSK TYP 106-CREDIT AMEND >	LORI AGUIAR
8940	INQ35	06/21/2011	CIT	052 closing cit# 106 - snt aud to credit bureaus	LORI AGUIAR
8940	INQ35	06/21/2011	CIT	for removal of the foreclosure sale, reported	LORI AGUIAR
8940	INQ35	06/21/2011	CIT	acct 180+ days delinq & fc started(84-BO), in	LORI AGUIAR
8940	INQ35	06/21/2011	CIT	review of 5/07-5/11 10x30 2x60 3x90 1x120	LORI AGUIAR
8940	INQ35	06/21/2011	CIT	1x150 12x180+ lates. turned credit reporting	LORI AGUIAR
8940	INQ35	06/21/2011	CIT	back on....lori a/5585	LORI AGUIAR
8940	HAZ60	06/21/2011	CIT	053 DONE 06/21/11 BY TLR 01478	SAMANTHA BERG
8940	HAZ60	06/21/2011	CIT	TSK TYP 504-CANCEL HAZ INS-	SAMANTHA BERG
8940	HAZ60	06/21/2011	CIT	053 closing cit 504 tracking already reopened and	SAMANTHA BERG
8940	HAZ60	06/21/2011	CIT	canceled reo foc eff 05/23/2011	SAMANTHA BERG
8940		06/21/2011	CLM	FILE CLOSED (1300) COMPLETED 06/21/11	LUZ PEDRAZA
8940	REO90	06/21/2011	CIT	050 DONE 06/21/11 BY TLR 07274	LUZ PEDRAZA
8940	REO90	06/21/2011	CIT	TSK TYP 931-CANCEL CLAIMS M	LUZ PEDRAZA
8940	COL13	06/21/2011	CIT	055 New CIT#854. rcvd wout package see prev notes	CHRISTINE SOWBHAGYA
8940	COL13	06/21/2011	CIT	missing financials,poi, hardship affidavit	CHRISTINE SOWBHAGYA
8940	COL13	06/21/2011	CIT	4506t,frank dodd ltr,	CHRISTINE SOWBHAGYA
8940	COL13	06/21/2011	CIT	Imaged as wout on 6/20/11 mhope 5829	CHRISTINE SOWBHAGYA
8940	PARPK	06/21/2011	NT	Fax Received -Other Legal Doc of court, Exhibit	CHRISTINE SOWBHAGYA

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8940	INV	06/20/2011	CIT	051 DONE 06/20/11 BY TLR 15994	NIKO MCCRARY
8940	INV	06/20/2011	CIT	TSK TYP 915-PRI INV SLE HLD	NIKO MCCRARY
8940		06/20/2011	LIT	added litigation codes per Legal Manager	LEIGH FRAME
8940	FSV	06/20/2011	NT	Closing CIT 810. Acct in FCL, reactivated and	NALLI SURESH
8940	FSV	06/20/2011	NT	changed Inspections, No P/P, Last two Inspections	NALLI SURESH
8940	FSV	06/20/2011	NT	Occupied, Suresh 13105	NALLI SURESH
8940	COL40	06/20/2011	CIT	054 DONE 06/20/11 BY TLR 13105	NALLI SURESH
8940	COL40	06/20/2011	CIT	TSK TYP 810-RESTART PROP PR	NALLI SURESH
8940	COL40	06/20/2011	CIT	054 Closing CIT 810. Acct in FCL, reactivated and	NALLI SURESH
8940	COL40	06/20/2011	CIT	changed Inspections, No P/P, Last two	NALLI SURESH
8940	COL40	06/20/2011	CIT	Inspections Occupied, Suresh 13105	NALLI SURESH
8940	INQ20	06/20/2011	NT	ENHANCED HISTORY LETTER FAXED TO:	GREG COYNER
8940	INQ20	06/20/2011	NT	CORR - GC , FAX NBR:	GREG COYNER
8940	INQ20	06/20/2011	NT	8663932331	GREG COYNER
8940		06/20/2011	LIT	requested fact package	TAMMY GIBSON
8940	FCL20	06/20/2011	CIT	054 new cit #810: please review for possible	TIFFANY PANDOH
8940	FCL20	06/20/2011	CIT	property preservation work. The 5/20/11 sale	TIFFANY PANDOH
8940	FCL20	06/20/2011	CIT	has been rescinded to set up loan mod with	TIFFANY PANDOH
8940	FCL20	06/20/2011	CIT	borrower.	TIFFANY PANDOH
8940	FCL20	06/20/2011	CIT	053 new cit #504: please reverse previous action.	TIFFANY PANDOH
8940	FCL20	06/20/2011	CIT	The 5/20/11 sale has been rescinded to set up	TIFFANY PANDOH
8940	FCL20	06/20/2011	CIT	loan mod with borrower.	TIFFANY PANDOH
8940	FCL20	06/20/2011	CIT	052 new cit #106: The 5/20/11 sale has been	TIFFANY PANDOH
8940	FCL20	06/20/2011	CIT	rescinded to set up loan mod with borrower.	TIFFANY PANDOH
8940	FCL20	06/20/2011	CIT	Please remove foreclosure sale from the credit	TIFFANY PANDOH
8940	FCL20	06/20/2011	CIT	report. Thanks!	TIFFANY PANDOH
8940	FCL20	06/20/2011	CIT	051 new cit #915: The 5/20/11 sale has been	TIFFANY PANDOH
8940	FCL20	06/20/2011	CIT	rescinded to set up loan mod with borrower.	TIFFANY PANDOH
8940	FCL20	06/20/2011	CIT	050 new cit #931: please cancel the claims	TIFFANY PANDOH
8940	FCL20	06/20/2011	CIT	module. The 5/20/11 sale has been rescinded to	TIFFANY PANDOH
8940	FCL20	06/20/2011	CIT	set up loan mod with borrower.	TIFFANY PANDOH
8940		06/20/2011	CLM	ACQUIRED (101) UNCOMPLETED	TIFFANY PANDOH
8940		06/20/2011	FOR	ACQUIRED (606) UNCOMPLETED	TIFFANY PANDOH
8940		06/20/2011	FOR	SALE SCHEDULED (604) UNCOMPLETED	TIFFANY PANDOH
8940		06/20/2011	FOR	PRE-SALE REDEMPTION (603) UNCOMPLETED	TIFFANY PANDOH

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8940		06/20/2011	CLM	RECEIVED IN CLAIMS (1) UNCOMPLETED	TIFFANY PANDOH
8940		06/20/2011	FOR	FORECLOSURE SALE (605) UNCOMPLETED	TIFFANY PANDOH
8940		06/17/2011	ET	ARM CHANGE NOTICE SCHEDULED FOR 06/20/11	SYSTEM ID
8940	COL19	06/17/2011	CIT	049 DONE 06/17/11 BY TLR 03034	MICHAEL PORTER
8940	COL19	06/17/2011	CIT	TSK TYP 326-TRIAL ESC LN MO	MICHAEL PORTER
8940	INQ30	06/17/2011	CIT	048 DONE 06/17/11 BY TLR 03158	KAYLA MAHLER
8940	INQ30	06/17/2011	CIT	TSK TYP 255-CC COR TRACKING	KAYLA MAHLER
8940	INQ30	06/17/2011	CIT	048 closing cit 255. dup poa request. ks7462	KAYLA MAHLER
8940	ESC05	06/17/2011	CIT	049 cap amt: 6764.32	NICHOLAS LIVERMORE
8940	ESC05	06/17/2011	CIT	shtg amt: 5093.02	NICHOLAS LIVERMORE
8940	ESC05	06/17/2011	CIT	esc pmt (1/12th): 525.12	NICHOLAS LIVERMORE
8940	ESC05	06/17/2011	CIT	1/60th amt of shtg: 84.88	NICHOLAS LIVERMORE
8940	ESC05	06/17/2011	CIT	Monthly Hazard Insurance Amt 424.42	NICHOLAS LIVERMORE
8940	ESC05	06/17/2011	CIT	Monthly Real Estate Tax Amt 100.71	NICHOLAS LIVERMORE
8940	ESC05	06/17/2011	CIT	Monthly Mortgage Insurance Amt 0.00	NICHOLAS LIVERMORE
8940		06/17/2011	OL	WDOYLM - DENIAL LETTER	TIM WOODRUFF
8940	COL09	06/17/2011	CIT	047 DONE 06/17/11 BY TLR 18896	TIM WOODRUFF
8940	COL09	06/17/2011	CIT	TSK TYP 854-CORE CASH FLW P	TIM WOODRUFF
8940	COL09	06/17/2011	CIT	047 Close CIT#854. Insufficient time to review	TIM WOODRUFF
8940	COL09	06/17/2011	CIT	request prior to the foreclosure sale or the	TIM WOODRUFF
8940	COL09	06/17/2011	CIT	foreclosure sale occurred in the past.	TIM WOODRUFF
8940		06/16/2011	FOR	06/16/11 - 10:32 - 46294	NEW TRAK SYSTEM ID
8940		06/16/2011	FOR	Fees and costs response: Good	NEW TRAK SYSTEM ID
8940		06/16/2011	FOR	Through:7/15/2011 Fees: 0 Costs:	NEW TRAK SYSTEM ID
8940		06/16/2011	FOR	95.00 Comment:	NEW TRAK SYSTEM ID

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8940		06/16/2011	FOR	06/16/11 - 10:32 - 46294	NEW TRAK SYSTEM ID
8940		06/16/2011	FOR	equested processes.	NEW TRAK SYSTEM ID
8940		06/16/2011	FOR	06/16/11 - 10:32 - 46294	NEW TRAK SYSTEM ID
8940		06/16/2011	FOR	Intercom From: Germaine Joseph,	NEW TRAK SYSTEM ID
8940		06/16/2011	FOR	at-exet - To: Nishanth Kalathil	NEW TRAK SYSTEM ID
8940		06/16/2011	FOR	(GMAC) / Message: Fees and costs	NEW TRAK SYSTEM ID
8940		06/16/2011	FOR	have been submitted for all of the r	NEW TRAK SYSTEM ID
8940		06/16/2011	FOR	06/15/11 - 19:06 - 16297	NEW TRAK SYSTEM ID
8940		06/16/2011	FOR	A fees and costs request has been	NEW TRAK SYSTEM ID
8940		06/16/2011	FOR	entered for this loan by Nishanth	NEW TRAK SYSTEM ID
8940		06/16/2011	FOR	Kalathil, good through 7/15/2011	NEW TRAK SYSTEM ID
8940	COL19	06/16/2011	CIT	049 New CIT 326	MICHAEL PORTER
8940	COL19	06/16/2011	CIT	Special servicing traditional escrow loan	MICHAEL PORTER
8940	COL19	06/16/2011	CIT	modification analysis. Effective date	MICHAEL PORTER
8940	COL19	06/16/2011	CIT	permanent modification = 09/11. Assume	MICHAEL PORTER
8940	COL19	06/16/2011	CIT	receipt of zero payments.	MICHAEL PORTER
8940	COL04	06/16/2011	CIT	046 rcv vm from a3p karen, cb @ 5pm no answer left	BRETT DECKER
8940	COL04	06/16/2011	CIT	vm	BRETT DECKER
8940	CREDIT	06/16/2011	NT	Ordered Credit Report	BILLIE MOOREHEAD
8940	MODFC	06/16/2011	NT	Traditional and HAMP Mod denied. Insufficient	LORI LITTERER
8940	MODFC	06/16/2011	NT	time to review request prior to foreclosure sale	LORI LITTERER
8940	MODFC	06/16/2011	NT	or the foreclosure sale has been held.	LORI LITTERER
8940	COL09	06/16/2011	CIT	047 Retarget CIT#854 to 31283; foreclosure sale	LORI LITTERER
8940	COL09	06/16/2011	CIT	held/will be held.	LORI LITTERER
8940	DODDM	06/16/2011	NT	Dodd-Frank certification form mailed with	LORI LITTERER

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8940	COL13	06/15/2011	CIT	048 New CIT#990, Recvd POA, imaged within	NISHANTH KALATHIL
8940	COL13	06/15/2011	CIT	wout page#3 mhoppe5829	NISHANTH KALATHIL
8940	COL13	06/15/2011	CIT	047 New CIT#854. Rcvd wout package see prev note	NISHANTH KALATHIL
8940	COL13	06/15/2011	CIT	missing financials, poi, hardship affidavit	NISHANTH KALATHIL
8940	COL13	06/15/2011	CIT	4506t, frank dodd	NISHANTH KALATHIL
8940	COL13	06/15/2011	CIT	Image as WOUT. Mhoppe5829	NISHANTH KALATHIL
8940	PARPK	06/15/2011	NT	Fax Received -Copies of cancelled checks, Other	NISHANTH KALATHIL
8940	PARPK	06/15/2011	NT	ltr of colleen, POA, acknowledgment, court	NISHANTH KALATHIL
8940	PARPK	06/15/2011	NT	doc, repayment agrmt., Other gmac ltr, -mhoppe5829	NISHANTH KALATHIL
8940	CBR	06/15/2011	NT	Suppressed Credit due to (Foreclosure).	API CSR
8940	CBR	06/15/2011	NT	Suppression will expire (00/00/00).	API CSR
8940	INQ30	06/15/2011	CIT	039 fyi cit 128. still monitoring re fcl sale.	KAYLA MAHLER
8940	INQ30	06/15/2011	CIT	rcvd auth requests, updated Colleen Halloran	KAYLA MAHLER
8940	INQ30	06/15/2011	CIT	as POA for b1, POA expires on 09/01/14 or when	KAYLA MAHLER
8940	INQ30	06/15/2011	CIT	b1 is released from prison, whichever is	KAYLA MAHLER
8940	INQ30	06/15/2011	CIT	first. mailed 2:02 to adv, added Murphy,	KAYLA MAHLER
8940	INQ30	06/15/2011	CIT	Pearson, Bradley & Feeney as auth, fwded for	KAYLA MAHLER
8940	INQ30	06/15/2011	CIT	bra coding, added Karen K Stromeyer as auth,	KAYLA MAHLER
8940	INQ30	06/15/2011	CIT	mailed 2:18 to adv. ks7462	KAYLA MAHLER
8940		06/15/2011	OL	WDOYCUS - UPDATED RECORDS	KAYLA MAHLER
8940		06/15/2011	OL	WDOYWDOYCUS - AUTHORIZATION CONFIRMATION	KAYLA MAHLER
8940	LMT	06/15/2011	NT	Fax rcvd legal docs, gmac ltr, copy of	SATYA SHASHEER
8940	LMT	06/15/2011	NT	checks, ltr from Timothy, ltr from Colleen,	SATYA SHASHEER
8940	LMT	06/15/2011	NT	general power of attorney, imaged as wout,	SATYA SHASHEER
8940	LMT	06/15/2011	NT	mhoppe5829	SATYA SHASHEER
8940	FCL20	06/14/2011	CIT	045 DONE 06/14/11 BY TLR 01853	TIFFANY PANDOH
8940	FCL20	06/14/2011	CIT	TSK TYP 886-FCL SALE INVALID	TIFFANY PANDOH
8940	COL04	06/14/2011	CIT	046 new cit 941- still monitoring for fcl dispute	BRETT DECKER
8940	COL04	06/14/2011	CIT	043 DONE 06/14/11 BY TLR 22879	BRETT DECKER
8940	COL04	06/14/2011	CIT	TSK TYP 941-TEAM LEAD ELEVA	BRETT DECKER
8940	COL04	06/14/2011	CIT	043 closing	BRETT DECKER
8940	COL04	06/13/2011	CIT	043 rcv 2nd vm from u3p, cb @ 5pm adv not auth adv	BRETT DECKER
8940	COL04	06/13/2011	CIT	unable to disclose info w/o auth, 3p sd tt	BRETT DECKER
8940	COL04	06/13/2011	CIT	attny in her office adv rcv auth from indvl	BRETT DECKER
8940	COL04	06/13/2011	CIT	not whole law office, adv can send in auth or	BRETT DECKER

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8940	INQ30	06/08/2011	CIT	044 DONE 06/08/11 BY TLR 03158	KAYLA MAHLER
8940	INQ30	06/08/2011	CIT	TSK TYP 128-CC COR TRACKING	KAYLA MAHLER
8940	INQ30	06/08/2011	CIT	044 closing cit 128. rcvd addl corr re lmt/fcl	KAYLA MAHLER
8940	INQ30	06/08/2011	CIT	dispute. will be answered via cit 128 cntl 39.	KAYLA MAHLER
8940	INQ30	06/08/2011	CIT	ks7462	KAYLA MAHLER
8940	NOTE	06/06/2011	NT	returned message from A3P tim, left message on	BRAD VAN GUNDY
8940	NOTE	06/06/2011	NT	machine 2:40pm cst, gave extension for call back	BRAD VAN GUNDY
8940	COL13	06/06/2011	CIT	044 New CIT 990 - Item forwarded to	BALRAJ SANDESH
8940	COL13	06/06/2011	CIT	Correspondence for review	BALRAJ SANDESH
8940	COL13	06/06/2011	CIT	Imaged as Corr MHoppe5829	BALRAJ SANDESH
8940	LMT	06/06/2011	NT	Fax Rcvd Ltr From 3Rd Party, Dispute on Illegal	BALRAJ SANDESH
8940	LMT	06/06/2011	NT	Foreclosure, Ltr From Loan Servicing Dept, Imaged	BALRAJ SANDESH
8940	LMT	06/06/2011	NT	as Corr MHoppe5829	BALRAJ SANDESH
8940	LMT	06/06/2011	NT	Fax rcvd; letter fro a3p and gmac letter	VENKATAKRISHNA NARA:
8940	LMT	06/06/2011	NT	imaged as wout mhoppe 5829	VENKATAKRISHNA NARA:
8940	COL04	06/03/2011	CIT	043 new cit 941-still monitoring acct, acct in	BRETT DECKER
8940	COL04	06/03/2011	CIT	revw for rescind of fcl sale	BRETT DECKER
8940	COL04	06/03/2011	CIT	036 DONE 06/03/11 BY TLR 22879	BRETT DECKER
8940	COL04	06/03/2011	CIT	TSK TYP 941-TEAM LEAD ELEVA	BRETT DECKER
8940	COL04	06/03/2011	CIT	036 closing still monitoring	BRETT DECKER
8940	LMT	06/02/2011	NT	Fax recvd:ltr from a3p imaged as wout mhoppe 5829	ADELE CAMPBELL
8940	STOP	06/01/2011	NT	WARNING CODE 5; Returning personal check number	LESLIE SALGUERO
8940	STOP	06/01/2011	NT	7160 in amount of \$3253.24; not enough to	LESLIE SALGUERO
8940	STOP	06/01/2011	NT	reinstate	LESLIE SALGUERO
8940		06/01/2011	OL	WDOYCSH-PYMT PROC-RTRN PYMT TO CUSTOMER	LESLIE SALGUERO
8940	INQ30	06/01/2011	CIT	040 DONE 06/01/11 BY TLR 03158	KAYLA MAHLER
8940	INQ30	06/01/2011	CIT	TSK TYP 128-CC COR TRACKING	KAYLA MAHLER
8940	INQ30	06/01/2011	CIT	040 closing cit 128. dup request. ks7462	KAYLA MAHLER
8940	COL04	06/01/2011	CIT	036 rcv cll from u3p media inq try to adv public	BRETT DECKER
8940	COL04	06/01/2011	CIT	rel info 3p refuse, sent email to j.olecki,	BRETT DECKER
8940	COL04	06/01/2011	CIT	s.robinson, k.brustkern, b. van gundy adv of	BRETT DECKER
8940	COL04	06/01/2011	CIT	ccl	BRETT DECKER
8940	COL04	05/31/2011	CIT	036 rcv vm from a3p, cb @ 2pm no answer left vm,	BRETT DECKER
8940	COL04	05/31/2011	CIT	adv still in revw adv no update adv will	BRETT DECKER
8940	COL04	05/31/2011	CIT	contact as soon as update avl	BRETT DECKER

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8940	COL22	05/31/2011	CIT	042 New CIT 018: Under DPM escalated review.	RYAN DAVIDSON
8940		05/30/2011	FOR	05/30/11 - 07:55 - 39188	NEW TRAK SYSTEM ID
8940		05/30/2011	FOR	Process opened 5/30/2011 by user	NEW TRAK SYSTEM ID
8940		05/30/2011	FOR	Kristine Wilson.	NEW TRAK SYSTEM ID
8940		05/28/2011	LMT	LMT BPO/APPRAISAL REC ADDED	REO TRANS API ID1
8940		05/27/2011	LMT	LMT BPO/APPRAISAL REC ADDED	REO TRANS API ID1
8940	COL04	05/27/2011	CIT	041 new cit 828	BRAD VAN GUNDY
8940		05/26/2011	FOR	05/26/11 - 10:52 - 84378	NEW TRAK SYSTEM ID
8940		05/26/2011	FOR	Intercom Message: / Read: 5/26/2011	NEW TRAK SYSTEM ID
8940		05/26/2011	FOR	10:52:15 AM / From: Wilson,	NEW TRAK SYSTEM ID
8940		05/26/2011	FOR	Kristine / To: Martil, Gillian; /	NEW TRAK SYSTEM ID
8940		05/26/2011	FOR	CC: / Intercom Type: General Update	NEW TRAK SYSTEM ID
8940		05/26/2011	FOR	05/26/11 - 10:52 - 84378	NEW TRAK SYSTEM ID
8940		05/26/2011	FOR	/ Subject: Re: 5/20/11 sale date /	NEW TRAK SYSTEM ID
8940		05/26/2011	REO	REFERRED TO ATTORNEY (3601) COMPLETED 05/25/11	REO TRANS API ID1
8940		05/26/2011	REO	EVICITION STARTED (3501) COMPLETED 05/25/11	STEPHANIE OWENS
8940		05/26/2011	REO	EVICITION STARTED (3501) UNCOMPLETED	STEPHANIE OWENS
8940		05/26/2011	REO	EVICITION STARTED (3501) COMPLETED 05/26/11	BECKY BATES
8940	COL13	05/26/2011	CIT	040 New CIT 990 - Item forwarded to	RAMYA SHALINI
8940	COL13	05/26/2011	CIT	Correspondence for review	RAMYA SHALINI
8940	COL13	05/26/2011	CIT	Imaged as CORR Mhoppe5829	RAMYA SHALINI
8940		05/25/2011	REO	REO LA CHANGED FROM 0070653 TO 0070931	REO TRANS API ID1
8940	COL04	05/25/2011	CIT	036 rcv cll from a3p wanting to know status adv	BRETT DECKER
8940	COL04	05/25/2011	CIT	rcv docs forward info on for dispute adv will	BRETT DECKER
8940	COL04	05/25/2011	CIT	cont to be revw adv will contact when resch	BRETT DECKER
8940	COL04	05/25/2011	CIT	cmplt, 3p wanted to make sure reo prop not	BRETT DECKER
8940	COL04	05/25/2011	CIT	sold during this time adv wont while in revw	BRETT DECKER
8940	COL04	05/25/2011	CIT	for dispute	BRETT DECKER
8940	HAZ60	05/25/2011	CIT	038 DONE 05/25/11 BY TLR 01478	SAMANTHA BERG
8940	HAZ60	05/25/2011	CIT	TSK TYP 507-CANC HAZ COV (P	SAMANTHA BERG
8940	HAZ60	05/25/2011	CIT	038 closing cit 507 reo monthly process.	SAMANTHA BERG
8940	FSV	05/24/2011	NT	Rec'd on 606 report. No p/p to shut down. Place	GARIMELLA CHAKRAVAR
8940	FSV	05/24/2011	NT	cancel / stop all and stopped inspections. Sent to	GARIMELLA CHAKRAVAR
8940	FSV	05/24/2011	NT	SG. Kalyan	GARIMELLA CHAKRAVAR
8940		05/24/2011	REO	REVIEW ASSET ASSIGN (42) COMPLETED 05/24/11	REO TRANS API ID1

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8940		05/24/2011	REO	INITIAL MAINT ORDERE (34) COMPLETED 05/24/11	REO TRANS API ID1
8940		05/24/2011	REO	REFERRED TO BROKER (3) COMPLETED 05/24/11	REO TRANS API ID1
8940		05/24/2011	REO	NOTIFICATION OF REO (2) COMPLETED 05/24/11	REO TRANS API ID1
8940		05/24/2011	REO	ACQUIRED (1) COMPLETED 05/24/11	REO TRANS API ID1
8940	INV	05/24/2011	CIT	037 DONE 05/24/11 BY TLR 15990	HEATHER MILLION
8940	INV	05/24/2011	CIT	TSK TYP 909-PRIVINV SALE FN	HEATHER MILLION
8940	COL04	05/24/2011	CIT	036 cll a3p @10am adv rcv info in rrw adv will f/u	BRETT DECKER
8940	COL04	05/24/2011	CIT	adv exnt 2367483	BRETT DECKER
8940	FSV	05/24/2011	NT	Loan on- 606/605 report- Recv'd from IA and sent	LAKITTA PANNELL
8940	FSV	05/24/2011	NT	to distribution to be worked. Ran script- Coded	LAKITTA PANNELL
8940	FSV	05/24/2011	NT	loan to not inspect. pres work, dsusc053 Lpannell	LAKITTA PANNELL
8940	FSV	05/24/2011	NT	tx 3911	LAKITTA PANNELL
8940	CORE	05/24/2011	NT	email frm b.zimmerman ?ing why mod docs snt when	DAWN WELLS
8940	CORE	05/24/2011	NT	inv denied mod. forward to a.peine ?ing if task	DAWN WELLS
8940	CORE	05/24/2011	NT	cmpltd therefore docs were snt.	DAWN WELLS
8940	COL13	05/24/2011	CIT	039 New CIT 990 - Item forwarded to	VENKATAKRISHNA NARA
8940	COL13	05/24/2011	CIT	Correspondence for review	VENKATAKRISHNA NARA
8940	COL13	05/24/2011	CIT	Imaged as corr . Mhoppe 5829	VENKATAKRISHNA NARA
8940		05/23/2011	MFC	MERS NOTIFIED FRCLSR COMPLETE 05/20/11	
8940		05/23/2011	MFC	MERS NOTIFIED FRCLSR COMPLETE 05/20/11	
8940		05/23/2011	FOR	05/23/11 - 07:34 - 18952	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	following event: Aged Process	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	Necessary, completed on 5/23/2011	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	05/23/11 - 07:34 - 18952	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	User has completed the Aged	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	Process data form with the	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	following entries: Is aged process	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	necessary?: : No	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	05/23/11 - 11:12 - 89121	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	following event: Bidding	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	Instructions Received By Attorney,	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	completed on 5/20/2011	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	05/23/11 - 11:12 - 89121	NEW TRAK SYSTEM ID

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8940		05/23/2011	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	following event: Bid Approved,	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	completed on 5/20/2011	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	05/23/11 - 11:12 - 89121	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	following event: Bidding	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	Instructions To Attorney, completed	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	on 5/20/2011	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	05/20/11 - 18:54 - 00007	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	5/20/2011 2:00:00 PM.	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	05/20/11 - 18:54 - 00007	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	following event: Sale Held. User	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	changed date completed from	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	5/20/2011 2:00:00 PM to completed on	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	05/20/11 - 18:54 - 00007	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	5/20/2011 2:00:00 PM.	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	05/20/11 - 18:54 - 00007	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	following event: Sale Held. User	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	changed date completed from	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	5/20/2011 2:00:00 PM to completed on	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	05/20/11 - 18:46 - 00007	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	following event: Sale Held. User	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	changed date completed from	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	5/20/2011 2:00:00 PM to completed on	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	05/20/11 - 18:46 - 00007	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	Amount: \$828,000.00 Property Sold	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	To: Property Acquired :	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	SoldDate=5/20/2011 2:00:00	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	PM,SoldPrice=\$828,000.00 :	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	05/20/11 - 18:46 - 00007	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	d Party Name: 3rd Party Phone	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	Number: Sale Date: 5/20/2011	NEW TRAK SYSTEM ID

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940		05/23/2011	FOR	2:00:00 PM Servicers Max Bid	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	Amount: \$828,000.00 Successful Bid	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	05/20/11 - 18:46 - 00007	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	PM,SoldPrice=\$828,000.00 Property	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	Sold To: Property Acquired Sale	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	Comments: SoldDate=5/20/2011	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	2:00:00 PM,SoldPrice=\$828,000.00 3r	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	05/20/11 - 18:46 - 00007	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	User has completed the	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	F10_SaleResultsCA data form with	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	the following entries: Sale	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	Comments: SoldDate=5/20/2011 2:00:00	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	05/20/11 - 18:46 - 00007	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	Number:	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	05/20/11 - 18:46 - 00007	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	name of clients beneficiary?: 3rd	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	Party Street Address: 3rd Party	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	City: 3rd Party State: 3rd	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	Party Zip Code: 3rd Party Business	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	05/20/11 - 18:46 - 00007	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	5/20/2011 2:00:00 PM : \$828,000.00	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	: \$828,000.00 : Property Acquired	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	Total Debt: Sheriffs Appraisal	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	Value: If REO, title taken in the	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	05/20/11 - 18:46 - 00007	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	Fidelity AutoProc - (Cont) -	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	Property Acquired :	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	SoldDate=5/20/2011 2:00:00	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	PM,SoldPrice=\$828,000.00 : : :	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	05/20/11 - 18:46 - 00007	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	5/20/2011 2:00:00 PM.	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	05/20/11 - 18:46 - 00007	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	following event: Sale Held,	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	completed on 5/20/2011	NEW TRAK SYSTEM ID

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940		05/23/2011	FOR	05/20/11 - 18:46 - 00007	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	ice=\$828,000.00 	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	05/20/11 - 18:46 - 00007	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	User has edited the	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	F10_SaleResultsCA Data Form with	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	the following entries: -	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	SoldDate=5/20/2011 2:00:00 PM,SoldPr	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	05/20/11 - 18:46 - 00007	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	User has edited the	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	F10_SaleResultsCA Data Form with	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	the following entries: -	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	Property Acquired 	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	05/20/11 - 18:46 - 00007	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	ice=\$828,000.00 	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	05/20/11 - 18:46 - 00007	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	User has edited the	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	F10_SaleResultsCA Data Form with	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	the following entries: -	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	SoldDate=5/20/2011 2:00:00 PM,SoldPr	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	05/20/11 - 18:46 - 00007	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	User has edited the	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	F10_SaleResultsCA Data Form with	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	the following entries: - 	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	05/20/11 - 18:46 - 00007	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	User has edited the	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	F10_SaleResultsCA Data Form with	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	the following entries: - 	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	05/20/11 - 18:46 - 00007	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	User has edited the	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	F10_SaleResultsCA Data Form with	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	the following entries: -	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	5/20/2011 2:00:00 PM 	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	05/20/11 - 18:46 - 00007	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	User has edited the	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	F10_SaleResultsCA Data Form with	NEW TRAK SYSTEM ID

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940		05/23/2011	FOR	the following entries: -	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	\$828,000.00 	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	05/20/11 - 18:46 - 00007	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	User has edited the	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	F10_SaleResultsCA Data Form with	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	the following entries: -	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	\$828,000.00 	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	05/20/11 - 18:46 - 00007	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	User has edited the	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	F10_SaleResultsCA Data Form with	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	the following entries: -	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	Property Acquired 	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	05/20/11 - 19:05 - 00007	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	5/20/2011 2:00:00 PM.	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	05/20/11 - 19:05 - 00007	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	following event: Sale Held. User	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	changed date completed from	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	5/20/2011 2:00:00 PM to completed on	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	05/20/11 - 15:00 - 00007	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	a Puentes	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	05/20/11 - 15:00 - 00007	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	Foreclosure - Bidding Instructions	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	(NIE Id# 28022380) picked up by	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	firm Executive Trustee Services,	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	Inc. at 5/20/2011 3:00:08 PM by Erik	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	05/23/11 - 15:13 - 11846	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	following event: Client System	NEW TRAK SYSTEM ID
8940		05/23/2011	FOR	Updated, completed on 5/23/2011	NEW TRAK SYSTEM ID
8940	STOP	05/23/2011	NT	WARNING CODE 5; Returning GMAC Mortgage, LLC check	GABRIELA TARACENA
8940	STOP	05/23/2011	NT	in the amount of \$3,715.42; not enough to	GABRIELA TARACENA
8940	STOP	05/23/2011	NT	reinstate	GABRIELA TARACENA
8940		05/23/2011	OL	WDOYCSH-PYMT PROC-RTRN PYMT TO CUSTOMER	GABRIELA TARACENA
8940	FCL20	05/23/2011	CIT	038 New cit #507: Please cancel hazard insurance,	TIFFANY PANDOH

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940	FCL20	05/23/2011	CIT	request a refund and place on reo coverage	TIFFANY PANDOH
8940	FCL20	05/23/2011	CIT	effective 05/20/11. Thanks!	TIFFANY PANDOH
8940	FCL20	05/23/2011	CIT	037 new cit #909: sale date: 5/20/11; property	TIFFANY PANDOH
8940	FCL20	05/23/2011	CIT	acquired; sale amount: 828000.00.	TIFFANY PANDOH
8940		05/23/2011	CLM	ACQUIRED (101) COMPLETED 05/20/11	TIFFANY PANDOH
8940		05/23/2011	FOR	ACQUIRED (606) COMPLETED 05/20/11	TIFFANY PANDOH
8940		05/23/2011	CLM	RECEIVED IN CLAIMS (1) COMPLETED 05/20/11	TIFFANY PANDOH
8940		05/23/2011	FOR	FORECLOSURE SALE (605) COMPLETED 05/20/11	TIFFANY PANDOH
8940	DODV	05/23/2011	NT	Per DOD website check 5/23/11 borrower(s) are not	API CSRV
8940	DODV	05/23/2011	NT	active duty	API CSRV
8940	COL04	05/23/2011	CIT	036 new cit 941- resch f/c sale dispute	BRETT DECKER
8940	COL04	05/23/2011	CIT	035 DONE 05/23/11 BY TLR 22879	BRETT DECKER
8940	COL04	05/23/2011	CIT	TSK TYP 940-TEAM LEAD ELEVA	BRETT DECKER
8940	COL04	05/23/2011	CIT	035 disputing sell, sd was never aware of denial	BRETT DECKER
8940	COL04	05/23/2011	CIT	of mod, adv will have rsch and f/u	BRETT DECKER
8940	COL04	05/23/2011	CIT	035 closing cit- a3p is disputing mod denial, adv	BRETT DECKER
8940	COL04	05/23/2011	CIT	denied by invt adv unable to make pmts	BRETT DECKER
8940	COL04	05/23/2011	CIT	affordable, 3p wanted contact info on person	BRETT DECKER
8940	COL04	05/23/2011	CIT	from wells that denied mod adv info is unknown	BRETT DECKER
8940	COL04	05/23/2011	CIT	unable to give out adv investor does have to	BRETT DECKER
8940	COL04	05/23/2011	CIT	approve any mod to loan, 3p sd rcv ltr on	BRETT DECKER
8940	COL04	05/23/2011	CIT	04/28/11 stating mod aproved, 3p wanted to	BRETT DECKER
8940	COL04	05/23/2011	CIT	know status of FCL adv sold on 05/20/11, 3p	BRETT DECKER
8940	COL04	05/23/2011	CIT	035 new cit 940-A3p cld in disputing denial by	ELENA HANSEN
8940	COL04	05/23/2011	CIT	inv adv that all loans hv inv who approve or	ELENA HANSEN
8940	COL04	05/23/2011	CIT	deny loan even if approved by mortgager	ELENA HANSEN
8940		05/23/2011	DM	A3P TIMOTHY J HALLORAN CI ADV TAD ADV MOD WAS	ELENA HANSEN
8940		05/23/2011	DM	DENIED BY INVESTOR ON 5/13 W LTTR BEING SENT OUT	ELENA HANSEN
8940		05/23/2011	DM	ON 5/17 A3P SD HV RCVD ADV ALL LOANS HV AN	ELENA HANSEN
8940		05/23/2011	DM	INVESTOR THAT BACK THE LOAN ADV HV TO FOLLOW INV	ELENA HANSEN
8940		05/23/2011	DM	GUIDELINES AND PRESENT ALL MOD TO INVESTOR WHO CAN	ELENA HANSEN
8940		05/23/2011	DM	DENY OR APPROVE MOV AS IN	ELENA HANSEN
8940		05/23/2011	DM	ACTION/RESULT CD CHANGED FROM OAAI TO BRUN	ELENA HANSEN
8940		05/23/2011	DM	THIS CASE DENIED MOD AFTER GMAC APPROVED ADV DONT	ELENA HANSEN
8940		05/23/2011	DM	HV SPECIFICALLY WHO AT WELLS FARGO DENIED MOD A3P	ELENA HANSEN

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940		05/23/2011	DM	WANTED TO SPK W SUPER BCH V APPROVAL LETTER ADV	ELENA HANSEN
8940		05/23/2011	DM	PERM MOD WASNT SENT OUT ON ACCT ADV LETTER SHOWS	ELENA HANSEN
8940		05/23/2011	DM	WHAT P/I AND P/I/E PYMT WLD BE IF APPROVED BY	ELENA HANSEN
8940		05/23/2011	DM	INVESTOR ADV TTTS	ELENA HANSEN
8940		05/23/2011	DM	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI	ELENA HANSEN
8940		05/23/2011	DM	IN ACK AND AGREE #12 THAT MOD WLL BE SENT TO INV	ELENA HANSEN
8940		05/23/2011	DM	FOR APPROVAL	ELENA HANSEN
8940		05/23/2011	DM	ACTION/RESULT CD CHANGED FROM BRLM TO OAAI	ELENA HANSEN
8940	DODV	05/19/2011	NT	Per DOD website check 5/18/11 borrower(s) are not	API CSRV
8940	DODV	05/19/2011	NT	active duty	API CSRV
8940		05/19/2011	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		05/18/2011	ET	ARM CHANGE NOTICE SCHEDULED FOR 05/19/11	SYSTEM ID
8940		05/18/2011	FOR	05/18/11 - 07:04 - 39188	NEW TRAK SYSTEM ID
8940		05/18/2011	FOR	roved. Thanks. From: Gillian	NEW TRAK SYSTEM ID
8940		05/18/2011	FOR	Martil Subject: 5/20/11 sale date	NEW TRAK SYSTEM ID
8940		05/18/2011	FOR	Please provide aproval.. Thank	NEW TRAK SYSTEM ID
8940		05/18/2011	FOR	you!!	NEW TRAK SYSTEM ID
8940		05/18/2011	FOR	05/18/11 - 07:04 - 39188	NEW TRAK SYSTEM ID
8940		05/18/2011	FOR	Intercom From: Kristine Wilson -	NEW TRAK SYSTEM ID
8940		05/18/2011	FOR	To: Martil,Gillian; / 20/11 sale	NEW TRAK SYSTEM ID
8940		05/18/2011	FOR	date/Message: Bid dated 05/16/11	NEW TRAK SYSTEM ID
8940		05/18/2011	FOR	for 05/20/11 foreclosure sale is app	NEW TRAK SYSTEM ID
8940	FCLRE	05/18/2011	NT	QC Complete... Proceed with foreclosure... No	CENAVIA LAND
8940	FCLRE	05/18/2011	NT	reason found to pp... EAweda	CENAVIA LAND
8940		05/17/2011	FOR	05/16/11 - 18:27 - 84378	NEW TRAK SYSTEM ID
8940		05/17/2011	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		05/17/2011	FOR	following event: Bid Calculation	NEW TRAK SYSTEM ID
8940		05/17/2011	FOR	Completed, completed on 5/16/2011	NEW TRAK SYSTEM ID
8940		05/17/2011	FOR	05/16/11 - 17:43 - 84378	NEW TRAK SYSTEM ID
8940		05/17/2011	FOR	Approval . Status: Active,	NEW TRAK SYSTEM ID
8940		05/17/2011	FOR	approval not required.	NEW TRAK SYSTEM ID
8940		05/17/2011	FOR	05/16/11 - 17:43 - 84378	NEW TRAK SYSTEM ID
8940		05/17/2011	FOR	System updated for the following	NEW TRAK SYSTEM ID
8940		05/17/2011	FOR	event: User has reprojected the	NEW TRAK SYSTEM ID
8940		05/17/2011	FOR	step Bid Calculation Completed to	NEW TRAK SYSTEM ID

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940		05/17/2011	FOR	5/18/2011. Reason: Other. Comments:	NEW TRAK SYSTEM ID
8940		05/17/2011	FOR	05/16/11 - 17:44 - 00007	NEW TRAK SYSTEM ID
8940		05/17/2011	FOR	il	NEW TRAK SYSTEM ID
8940		05/17/2011	FOR	05/16/11 - 17:44 - 00007	NEW TRAK SYSTEM ID
8940		05/17/2011	FOR	Foreclosure - Bidding Instructions	NEW TRAK SYSTEM ID
8940		05/17/2011	FOR	(NIE Id# 28022380) sent to	NEW TRAK SYSTEM ID
8940		05/17/2011	FOR	Executive Trustee Services, Inc. at	NEW TRAK SYSTEM ID
8940		05/17/2011	FOR	5/16/2011 5:43:45 PM by Gillian Mart	NEW TRAK SYSTEM ID
8940		05/17/2011	FOR	05/16/11 - 17:44 - 84378	NEW TRAK SYSTEM ID
8940		05/17/2011	FOR	Intercom From: Gillian Martil - To:	NEW TRAK SYSTEM ID
8940		05/17/2011	FOR	Bidding,Approvals; / 20/11 sale	NEW TRAK SYSTEM ID
8940		05/17/2011	FOR	date/Message: Please provide	NEW TRAK SYSTEM ID
8940		05/17/2011	FOR	approval.. Thank you!!	NEW TRAK SYSTEM ID
8940	FDODN	05/17/2011	NT	Verified on DOD website that borrower(s) are not	ROSA FERNANDEZ
8940	FDODN	05/17/2011	NT	active military.	ROSA FERNANDEZ
8940		05/17/2011	OL	WDOYLM - DENIAL LETTER	TIM WOODRUFF
8940	COL09	05/17/2011	CIT	034 DONE 05/17/11 BY TLR 18896	TIM WOODRUFF
8940	COL09	05/17/2011	CIT	TSK TYP 822-LSMIT DENIAL PR	TIM WOODRUFF
8940	COL09	05/17/2011	CIT	034 Close CIT#822. Traditional Mod Denial.	TIM WOODRUFF
8940	COL09	05/17/2011	CIT	Investor denied request to modify loan.	TIM WOODRUFF
8940		05/16/2011	FOR	05/16/11 - 11:01 - 11006	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	Intercom From: Pittman, Michael -	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	To: Gafeney, LaTanya; /	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	05/16/11 - 17:04 - 84378	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	The user has re-opened the process.	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	05/26/10 - 12:00 - 00007	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	Fidelity AutoProc - NOD Filed -	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	05/26/2010	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	05/16/11 - 16:07 - 17553	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	following event: Counsel	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	acknowledged Proceed with	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	foreclosure, completed on 5/16/2011	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	05/16/11 - 17:21 - 00007	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	Fidelity Title Order Accepted.	NEW TRAK SYSTEM ID

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940		05/16/2011	FOR	Confirmation Number:	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	110258079-CA-MSI	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	05/16/11 - 10:21 - 96149	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	Process opened 5/16/2011 by user	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	Michael Pittman.	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	05/16/11 - 10:22 - 96149	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	following event: Advised Counsel to	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	Proceed with foreclosure, completed	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	on 5/16/2011	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	05/16/11 - 10:21 - 96149	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	r has ended the hold. Hold End	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	Date: 05/16/2011. Hold type: Loss	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	Mitigation Workout	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	05/16/11 - 10:21 - 96149	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	nt: User has ended the hold. Hold	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	End Date: 05/16/2011. Hold type:	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	Loss Mitigation WorkoutSystem	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	updated for the following event: Use	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	05/16/11 - 10:21 - 96149	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	Intercom From: Michael Pittman,	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	GMAC - To: LaTanya Gafaney (GMAC) /	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	Subject: Hold Request/Message:	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	System updated for the following eve	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	05/16/11 - 10:21 - 00007	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	nts: Hold Ended . Status: Active,	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	approval not required.	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	05/16/11 - 10:21 - 00007	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	System updated for the following	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	event: User has reprojected the	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	step Aged Process Necessary to	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	5/16/2011. Reason: Hold Ended. Comme	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	05/16/11 - 10:21 - 96149	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	the hold. Hold End Date:	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	05/16/2011. Hold type: Loan	NEW TRAK SYSTEM ID

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8940		05/16/2011	FOR	Modification	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	05/16/11 - 10:21 - 96149	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	nt: User has ended the hold. Hold	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	End Date: 05/16/2011. Hold type:	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	Loan ModificationSystem updated for	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	the following event: User has ended	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	05/16/11 - 10:21 - 96149	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	Intercom From: Michael Pittman,	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	GMAC - To: Julian Keys (GMAC) /	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	Subject: Hold Request/Message:	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	System updated for the following eve	NEW TRAK SYSTEM ID
8940		05/16/2011	FOR	BIDDING INSTRUCTIONS (609) COMPLETED 05/16/11	GILLIAN MARTIL
8940		05/16/2011	FOR	BIDDING INSTRUCTIONS (609) UNCOMPLETED	GILLIAN MARTIL
8940	COL11	05/16/2011	CIT	034 Retargeting cit 822	MICHAEL PITTMAN
8940		05/16/2011	LMT	FILE CLOSED (7) COMPLETED 05/16/11	MICHAEL PITTMAN
8940		05/16/2011	LMT	LOSS MIT DENIED OTHER	MICHAEL PITTMAN
8940		05/13/2011	CBR	CR BUR RPT STATUS=N;EXPIRE DT = 08/15/11	SYSTEM ID
8940	COL19	05/13/2011	CIT	034 cit 822 mod denied	JULIAN KEYS
8940	TINVD	05/13/2011	NT	Traditional Mod Denial - Investor Denied request	JULIAN KEYS
8940	TINVD	05/13/2011	NT	to modify the loan.	JULIAN KEYS
8940		05/13/2011	DM	MOD DENIAL CALL-- CALLED TO ADVISE BORROWER OF MOD	JULIAN KEYS
8940		05/13/2011	DM	DENIAL. NUMBER PROVIDED GOES TO A BUSINESS. DID	JULIAN KEYS
8940		05/13/2011	DM	NOT LEAVE ANY INFORMATION. MOD DENIED BY	JULIAN KEYS
8940		05/13/2011	DM	INVESTOR STATING BORROWER DOES NOT SHOW THE	JULIAN KEYS
8940		05/13/2011	DM	FINANCIAL ABILITY TO AFFORD MODIFICATION.	JULIAN KEYS
8940		05/13/2011	DM	ACTION/RESULT CD CHANGED FROM OAAI TO BRLM	JULIAN KEYS
8940		05/12/2011	FOR	FORECLOSURE LA CHANGED FROM 0070268 TO 0070653	KIM CHAMBERS
8940		05/12/2011	FOR	FORECLOSURE LA CHANGED FROM 0070653 TO 0070268	AMY JOHNSON
8940		05/09/2011	FSV	INSP TP F RESULTS RCVD; ORD DT=05/02/11	SYSTEM ID
8940	SUBMT	05/05/2011	NT	Submitted to Investor for Approval	JULIAN KEYS
8940	COL19	05/05/2011	CIT	033 DONE 05/05/11 BY TLR 30010	JULIAN KEYS
8940	COL19	05/05/2011	CIT	TSK TYP 589-NON-GSE TRAD MA	JULIAN KEYS
8940		05/05/2011	LMT	I/O CONVERSION MOD (1034) COMPLETED 05/05/11	JULIAN KEYS
8940		05/05/2011	LMT	TRIAL MOD COMPLETED (1054) COMPLETED 05/05/11	JULIAN KEYS
8940		05/05/2011	LMT	MODIFCATN RECMMD INV (1231) COMPLETED 05/05/11	JULIAN KEYS

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8940		05/05/2011	LMT	LOAN MOD STARTED (1001) COMPLETED 05/05/11	JULIAN KEYS
8940		05/05/2011	LMT	LMT SOLUTN PURSUED (6) COMPLETED 05/05/11	JULIAN KEYS
8940		05/05/2011	LMT	BPO OBTAINED (5) COMPLETED 05/05/11	JULIAN KEYS
8940		05/05/2011	LMT	BPO ORDERED (4) COMPLETED 05/05/11	JULIAN KEYS
8940		05/05/2011	LMT	COMPLETE FIN PKG REC (3) COMPLETED 05/05/11	JULIAN KEYS
8940		05/05/2011	LMT	ASSESS FINANCL PKG (2) COMPLETED 05/05/11	JULIAN KEYS
8940		05/05/2011	LMT	PURSUE LN MODIFCATN (1000) COMPLETED 05/05/11	JULIAN KEYS
8940		05/05/2011	LMT	REFERRD TO LOSS MIT (1) COMPLETED 05/05/11	JULIAN KEYS
8940		05/05/2011	LMT	APPROVED FOR LMT 05/05/11	JULIAN KEYS
8940		05/05/2011	LMT	FILE CLOSED (7) COMPLETED 05/05/11	JULIAN KEYS
8940		05/05/2011	LMT	LOSS MIT DENIED OTHER	JULIAN KEYS
8940		05/02/2011	FSV	INSP TYPE F ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
8940	INNAP	04/29/2011	NT	Investor Approval Required at Perm Modification	JAY FUQUAY
8940		04/28/2011	FOR	04/28/11 - 10:36 - 16155	NEW TRAK SYSTEM ID
8940		04/28/2011	FOR	: Loss mit hold	NEW TRAK SYSTEM ID
8940		04/28/2011	FOR	04/28/11 - 10:36 - 16155	NEW TRAK SYSTEM ID
8940		04/28/2011	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		04/28/2011	FOR	following event: Sale Scheduled	NEW TRAK SYSTEM ID
8940		04/28/2011	FOR	For. User changed date completed	NEW TRAK SYSTEM ID
8940		04/28/2011	FOR	from 1/24/2011 to incomplete. Reason	NEW TRAK SYSTEM ID
8940		04/28/2011	FOR	04/28/11 - 00:00 - 16155	NEW TRAK SYSTEM ID
8940		04/28/2011	FOR	User has cleared the following	NEW TRAK SYSTEM ID
8940		04/28/2011	FOR	values from the Data Form: -	NEW TRAK SYSTEM ID
8940		04/28/2011	FOR	Sale Postponement Reason: Loss	NEW TRAK SYSTEM ID
8940		04/28/2011	FOR	Mitigation 	NEW TRAK SYSTEM ID
8940		04/28/2011	FOR	04/28/11 - 10:36 - 16155	NEW TRAK SYSTEM ID
8940		04/28/2011	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		04/28/2011	FOR	following event: Sale Scheduled	NEW TRAK SYSTEM ID
8940		04/28/2011	FOR	For, completed on 5/20/2011	NEW TRAK SYSTEM ID
8940		04/28/2011	FOR	04/28/11 - 10:36 - 16155	NEW TRAK SYSTEM ID
8940		04/28/2011	FOR	Process opened 4/28/2011 by user	NEW TRAK SYSTEM ID
8940		04/28/2011	FOR	Udgeet Sampat.	NEW TRAK SYSTEM ID
8940		04/28/2011	FOR	04/28/11 - 10:35 - 16155	NEW TRAK SYSTEM ID
8940		04/28/2011	FOR	on	NEW TRAK SYSTEM ID
8940		04/28/2011	FOR	04/28/11 - 10:35 - 16155	NEW TRAK SYSTEM ID

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8940		04/28/2011	FOR	User has completed the Sale	NEW TRAK SYSTEM ID
8940		04/28/2011	FOR	Scheduled For data form with the	NEW TRAK SYSTEM ID
8940		04/28/2011	FOR	following entries: Sale	NEW TRAK SYSTEM ID
8940		04/28/2011	FOR	Postponement Reason: Loss Mitigati	NEW TRAK SYSTEM ID
8940		04/28/2011	FOR	TASK:0605-FCL-CHANGD FUPDT 05/20/11	NEW TRAK SYSTEM ID
8940	COL09	04/28/2011	CIT	033 New CIT 589 - Bulk Information is aged.	PETE HOECKER-SCRIPT
8940	COL09	04/28/2011	CIT	Please setup Manually	PETE HOECKER-SCRIPT
8940	COL09	04/28/2011	CIT	031 DONE 04/28/11 BY TLR 26934	PETE HOECKER-SCRIPT
8940	COL09	04/28/2011	CIT	TSK TYP 611-PENDING TRAD MO	PETE HOECKER-SCRIPT
8940	COL09	04/28/2011	CIT	031 Closing CIT 611 - Bu k information is aged.	PETE HOECKER-SCRIPT
8940	COL09	04/28/2011	CIT	Please setup manually	PETE HOECKER-SCRIPT
8940	INQ30	04/28/2011	CIT	032 DONE 04/28/11 BY TLR 14593	DIANE CHRISTENSEN
8940	INQ30	04/28/2011	CIT	TSK TYP 128-CC COR TRACKING	DIANE CHRISTENSEN
8940	INQ30	04/28/2011	CIT	032 closing cit 128, sent ltr to Timothy Halloran	DIANE CHRISTENSEN
8940	INQ30	04/28/2011	CIT	confirming LM approved, Monthly pymt-\$3253.24	DIANE CHRISTENSEN
8940	INQ30	04/28/2011	CIT	PI-\$2678.12, Int-2.875%. dianec5409	DIANE CHRISTENSEN
8940	DODV	04/26/2011	NT	checked DOD website on 4-20-11 and according to	API CSRV
8940	DODV	04/26/2011	NT	website borrower and co-borrower if applicable are	API CSRV
8940	DODV	04/26/2011	NT	not active duty	API CSRV
8940		04/25/2011	FOR	04/22/11 - 18:31 - 12703	NEW TRAK SYSTEM ID
8940		04/25/2011	FOR	A fees and costs request has been	NEW TRAK SYSTEM ID
8940		04/25/2011	FOR	entered for this loan by Diana	NEW TRAK SYSTEM ID
8940		04/25/2011	FOR	D'souza, good through 1/24/2011	NEW TRAK SYSTEM ID
8940		04/25/2011	FOR	04/22/11 - 18:37 - 46294	NEW TRAK SYSTEM ID
8940		04/25/2011	FOR	A fees and costs Response Comment	NEW TRAK SYSTEM ID
8940		04/25/2011	FOR	has been completed for this loan by	NEW TRAK SYSTEM ID
8940		04/25/2011	FOR	Germaine Joseph	NEW TRAK SYSTEM ID
8940		04/25/2011	FOR	04/22/11 - 18:37 - 46294	NEW TRAK SYSTEM ID
8940		04/25/2011	FOR	Fees and costs response: Good	NEW TRAK SYSTEM ID
8940		04/25/2011	FOR	Through: 1/24/2011 Fees: 0 Costs:	NEW TRAK SYSTEM ID
8940		04/25/2011	FOR	95.00 Comment: GOOD THRU 4/28/11	NEW TRAK SYSTEM ID
8940		04/25/2011	FOR	04/22/11 - 18:37 - 46294	NEW TRAK SYSTEM ID
8940		04/25/2011	FOR	rocesses.	NEW TRAK SYSTEM ID
8940		04/25/2011	FOR	04/22/11 - 18:37 - 46294	NEW TRAK SYSTEM ID
8940		04/25/2011	FOR	Intercom From: Germaine Joseph,	NEW TRAK SYSTEM ID

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8940		04/25/2011	FOR	at-exet - To: Diana D'souza (GMAC)	NEW TRAK SYSTEM ID
8940		04/25/2011	FOR	/ Message: Fees and costs have been	NEW TRAK SYSTEM ID
8940		04/25/2011	FOR	submitted for all of the requested p	NEW TRAK SYSTEM ID
8940	LMT	04/25/2011	NT	fax rcvd : letter from a3p imaged as wout	AZIL AMALRAJ
8940	LMT	04/25/2011	NT	mhoppe 5829	AZIL AMALRAJ
8940	COL13	04/22/2011	CIT	032 New CIT 990 - Item forwarded to	DIANA D'SOUZA
8940	COL13	04/22/2011	CIT	Correspondence for review	DIANA D'SOUZA
8940	COL13	04/22/2011	CIT	Imaged as corr. Mhoppe5829	DIANA D'SOUZA
8940		04/22/2011	DM	A3P TIMOTHY J HALLORAN CI ADV IN FCL ADV MOD NEW	MARK FERRARIZ
8940		04/22/2011	DM	TERMS ADV NEEDS TO NOTARIZED ALLOW TIME TO RCV IT	MARK FERRARIZ
8940		04/22/2011	DM	AGREED MARKF8931963	MARK FERRARIZ
8940		04/22/2011	DM	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI	MARK FERRARIZ
8940		04/21/2011	LMT	MODIFCATN APPRVD INV (1232) COMPLETED 04/21/11	PETE HOECKER-SCRIPT
8940		04/21/2011	LMT	MODIFCATN RECMMD INV (1231) COMPLETED 04/21/11	PETE HOECKER-SCRIPT
8940		04/21/2011	LMT	MODIFCATN RECMMD INV (1231) UNCOMPLETED	PETE HOECKER-SCRIPT
8940	MOD	04/21/2011	NT	Traditional Permanent Modification Approved.	PETE HOECKER-SCRIPT
8940	MOD	04/21/2011	NT	Modification Effective Date: 05/01/2011. Rate	PETE HOECKER-SCRIPT
8940	MOD	04/21/2011	NT	Effective Date: 04/01/2011. Modified P&I Payment:	PETE HOECKER-SCRIPT
8940	MOD	04/21/2011	NT	\$2678.12. Modified PITI Payment: \$3253.24.	PETE HOECKER-SCRIPT
8940	MOD	04/21/2011	NT	Modified Rate: 2.875%. Modified Term: 432.	PETE HOECKER-SCRIPT
8940	MOD	04/21/2011	NT	Modified UPB: \$1,117,823.33 Post Mod Front End	PETE HOECKER-SCRIPT
8940	MOD	04/21/2011	NT	DTI: 19.13%. Post-Mod LTV: 120.00%.	PETE HOECKER-SCRIPT
8940	COL09	04/21/2011	CIT	031 Retargeting CIT 611: Traditional Bulk Perm Mod	PETE HOECKER-SCRIPT
8940	COL09	04/21/2011	CIT	Approved	PETE HOECKER-SCRIPT
8940	LMT	04/20/2011	NT	Mortgage deed not found in looking glass	CHALUVARAJU CHIKKAN
8940	LMT	04/20/2011	NT	NO RECORDING DETAILS FOUND IN LOOKING GLASS	PREM KUMAR JAYARAJ
8940	RCORD	04/20/2011	NT	\$1000.00 amount due from the customer as a	PREM KUMAR JAYARAJ
8940	RCORD	04/20/2011	NT	contr bution for recording fees.	PREM KUMAR JAYARAJ
8940	COL07	04/19/2011	CIT	031 Retarget CIT 611: PI is out of tolerance.	PREM KUMAR JAYARAJ
8940		04/19/2011	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		04/15/2011	CBR	CR BUR RPT STATUS=N;EXPIRE DT = 08/15/11	SYSTEM ID
8940		04/15/2011	ET	ARM CHANGE NOTICE SCHEDULED FOR 04/18/11	SYSTEM ID
8940	COL09	04/12/2011	CIT	031 Retarget CIT 611: Loan Sent to Fulfillment to	PETE HOECKER-SCRIPT
8940	COL09	04/12/2011	CIT	Load Los Pro Mod	PETE HOECKER-SCRIPT
8940	COL09	04/12/2011	CIT	031 New CIT 611: Sending Approved Mod to	PETE HOECKER-SCRIPT

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8940	COL09	04/12/2011	CIT	Fulfillment	PETE HOECKER-SCRIPT
8940	COL09	04/12/2011	CIT	030 DONE 04/12/11 BY TLR 26934	PETE HOECKER-SCRIPT
8940	COL09	04/12/2011	CIT	TSK TYP 589-NON-GSE TRAD MA	PETE HOECKER-SCRIPT
8940	COL09	04/12/2011	CIT	030 Closing CIT 589: Mod Approved by Custom Mod	PETE HOECKER-SCRIPT
8940	COL09	04/12/2011	CIT	Team	PETE HOECKER-SCRIPT
8940		04/08/2011	DM	A3P TIMOTHY J HALLORAN CI ADV ACCOUNT IN FCL, PROJ	IRENE LAO
8940		04/08/2011	DM	SALE DATE AND ADV ITS ONHOLD.SD WANT TO KNOW WHAT	IRENE LAO
8940		04/08/2011	DM	WILL HAPPEN ON THE ACCOUNT SINCE B1 COMPLETED	IRENE LAO
8940		04/08/2011	DM	TRIAL.ADV B1 NEED TO WAIT FOR PERM MOD	IRENE LAO
8940		04/08/2011	DM	RESULT.IRENEL 8976614	IRENE LAO
8940		04/08/2011	DM	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI	IRENE LAO
8940	RTBLK	04/07/2011	NT	Retarget to 31282 for bulk approval. mporter	MICHAEL PORTER
8940	INPAP	04/07/2011	NT	Investor approval received. Imaged as LSMIT.	MICHAEL PORTER
8940	INPAP	04/07/2011	NT	mporter	MICHAEL PORTER
8940		04/06/2011	FOR	Sale scheduled	MYRON RAVELO
8940		04/06/2011	FOR	TASK:0605-FCL-CHANGD FUPDT 04/28/11	MYRON RAVELO
8940		04/05/2011	FSV	INSP TP F RESULTS RCVD; ORD DT=03/31/11	SYSTEM ID
8940	LMT	04/05/2011	NT	Sent to Investor Wells for PM approval. mporter	MICHAEL PORTER
8940		04/05/2011	LMT	MODIFCATN RECMMD INV (1231) COMPLETED 04/05/11	MICHAEL PORTER
8940	INNAP	04/05/2011	NT	Investor Approval Required at Perm Modification	CLAIRE LORIMER
8940		04/04/2011	DM	EARLY IND: SCORE 101 MODEL EIFRC	SYSTEM ID
8940	COL09	04/04/2011	CIT	030 New CIT 589:Traditional Perm Mod Manual Review	PETE HOECKER-SCRIPT
8940	COL09	04/04/2011	CIT	from Completing Plan. Loan failed bu k	PETE HOECKER-SCRIPT
8940	COL09	04/04/2011	CIT	process due to the following conditions:Loan	PETE HOECKER-SCRIPT
8940	COL09	04/04/2011	CIT	requires Special Handling for Approval, .	PETE HOECKER-SCRIPT
8940	COL09	04/04/2011	CIT	029 DONE 04/04/11 BY TLR 26934	PETE HOECKER-SCRIPT
8940	COL09	04/04/2011	CIT	TSK TYP 611-REVIEW FOR TRAD	PETE HOECKER-SCRIPT
8940	COL09	04/04/2011	CIT	029 Closing CIT 611: Unable to process Traditional	PETE HOECKER-SCRIPT
8940	COL09	04/04/2011	CIT	Perm Modification in Bulk, review for manual	PETE HOECKER-SCRIPT
8940	COL09	04/04/2011	CIT	set up of PM	PETE HOECKER-SCRIPT
8940		03/31/2011	FSV	INSP TYPE F ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
8940		03/31/2011	DM	EARLY IND: SCORE 101 MODEL EIFRC	SYSTEM ID
8940	STOP	03/31/2011	NT	Traditional Permanent Modification in Process:	MONIQUE JOHNSON
8940	STOP	03/31/2011	NT	Please place all funds in 4n	MONIQUE JOHNSON
8940	COL09	03/31/2011	CIT	028 DONE 03/31/11 BY TLR 01668	MONIQUE JOHNSON

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8940	COL09	03/31/2011	CIT	TSK TYP 636-ACTIVE TRAD TRI	MONIQUE JOHNSON
8940	COL09	03/31/2011	CIT	028 Closing CIT 636: Trial Completed, Reviewing	MONIQUE JOHNSON
8940	COL09	03/31/2011	CIT	for Permanent Modification	MONIQUE JOHNSON
8940	COL09	03/31/2011	CIT	029 New CIT 611: Traditional Bulk Perm Mod Review	MONIQUE JOHNSON-SCR
8940		03/31/2011	LMT	LOAN MOD STARTED (1001) COMPLETED 03/31/11	MONIQUE JOHNSON-SCR
8940		03/31/2011	LMT	TRIAL MOD COMPLETED (1054) COMPLETED 03/31/11	MONIQUE JOHNSON-SCR
8940		03/31/2011	FOR	0000000000 TASK:0000-LMT-REJECTED OPTION 03/31/11	MONIQUE JOHNSON-SCR
8940		03/31/2011	FOR	REJECTED BY:SERVICER	MONIQUE JOHNSON-SCR
8940		03/31/2011	FOR	REJECT REASON: OTHER	MONIQUE JOHNSON-SCR
8940		03/31/2011	FOR	REJECTED WORKOUT	MONIQUE JOHNSON-SCR
8940		03/31/2011	DM	REPAY PLAN CANCELED MANUALLY	MONIQUE JOHNSON-SCR
8940	AGRMT	03/29/2011	NT	repayment agreement imaged	EVA CARSON
8940		03/21/2011	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		03/18/2011	ET	ARM CHANGE NOTICE SCHEDULED FOR 03/21/11	SYSTEM ID
8940		03/11/2011	CBR	CR BUR RPT STATUS=N;EXPIRE DT = 08/15/11	SYSTEM ID
8940	TAX	03/10/2011	NT	Corelogic reporting taxes paid with zero due for	ARLEEN JIMENEZ
8940	TAX	03/10/2011	NT	the 04/11/11 installment. Rolling tax line to next	ARLEEN JIMENEZ
8940	TAX	03/10/2011	NT	installment date 12/10/11 Payee 040380000 parcel	ARLEEN JIMENEZ
8940	TAX	03/10/2011	NT	1816 021.	ARLEEN JIMENEZ
8940		03/03/2011	DM	EARLY IND: SCORE 101 MODEL EIFRC	SYSTEM ID
8940		03/02/2011	DM	EARLY IND: SCORE 101 MODEL EIFRC	SYSTEM ID
8940		03/02/2011	LMT	LMT BPO/APPRaisal REC ADDED	COLLEEN HILL
8940		02/25/2011	DM	EARLY IND: SCORE 101 MODEL EIFRC	SYSTEM ID
8940	AGRMT	02/23/2011	NT	repayment agreement imaged	EVA CARSON
8940		02/21/2011	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		02/17/2011	FSV	INSP TP R RESULTS RCVD; ORD DT=02/15/11	COLLEEN HILL
8940		02/16/2011	DM	SPOKE TO ARTP TIMOTHY J HALLORAN; ATTY. ARTP CI TO	RALPH BLACK
8940		02/16/2011	DM	ADV THAT B1 ON TRIAL AND B1 RECVD A NOTICE OF SALE	RALPH BLACK
8940		02/16/2011	DM	FOR FEB. NOTED SALE DATE OF 03/17/11, DATE MOVED	RALPH BLACK
8940		02/16/2011	DM	OUT 30 DAYS PENDING PYMNT ON 03/01/11. ARTP ACK.	RALPH BLACK
8940		02/16/2011	DM	RBLACK2663	RALPH BLACK
8940		02/16/2011	DM	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI	RALPH BLACK
8940		02/15/2011	FSV	INSP TYPE R ORDERED; REQ CD =1150	SYSTEM ID
8940		02/15/2011	ET	ARM CHANGE NOTICE SCHEDULED FOR 02/16/11	SYSTEM ID
8940		02/11/2011	CBR	CR BUR RPT STATUS=N;EXPIRE DT = 08/15/11	SYSTEM ID

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8940	FSV	02/07/2011	NT	Loan on XNET 506.002 insp hold removed report. Ran	VANESSA PADGETT
8940	FSV	02/07/2011	NT	script to order inspection if needed	VANESSA PADGETT
8940		02/02/2011	FOR	02/02/11 - 17:05 - 00007	NEW TRAK SYSTEM ID
8940		02/02/2011	FOR	Foreclosure (NIE Id# 18605709)	NEW TRAK SYSTEM ID
8940		02/02/2011	FOR	picked up by firm Executive Trustee	NEW TRAK SYSTEM ID
8940		02/02/2011	FOR	Services, Inc. at 2/2/2011 5:04:34	NEW TRAK SYSTEM ID
8940		02/02/2011	FOR	PM by Andy Smith	NEW TRAK SYSTEM ID
8940		02/02/2011	FOR	02/02/11 - 15:28 - 17554	NEW TRAK SYSTEM ID
8940		02/02/2011	FOR	fcl sale pp'ed to 3/17/11 due to	NEW TRAK SYSTEM ID
8940		02/02/2011	FOR	loss mit hold in LPS	NEW TRAK SYSTEM ID
8940		02/01/2011	DM	EARLY IND: SCORE 101 MODEL EIFRC	SYSTEM ID
8940		02/01/2011	FOR	02/01/11 - 14:35 - 11006	NEW TRAK SYSTEM ID
8940		02/01/2011	FOR	Process opened 2/1/2011 by user	NEW TRAK SYSTEM ID
8940		02/01/2011	FOR	LaTanya Gafeney.	NEW TRAK SYSTEM ID
8940		02/01/2011	FOR	02/01/11 - 14:35 - 11006	NEW TRAK SYSTEM ID
8940		02/01/2011	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		02/01/2011	FOR	following event: Attorney Notified	NEW TRAK SYSTEM ID
8940		02/01/2011	FOR	to Place File on Hold, completed on	NEW TRAK SYSTEM ID
8940		02/01/2011	FOR	2/1/2011	NEW TRAK SYSTEM ID
8940		02/01/2011	FOR	02/01/11 - 18:19 - 17553	NEW TRAK SYSTEM ID
8940		02/01/2011	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		02/01/2011	FOR	following event: Attorney Confirmed	NEW TRAK SYSTEM ID
8940		02/01/2011	FOR	File on Hold, completed on 2/1/2011	NEW TRAK SYSTEM ID
8940	LMT	02/01/2011	NT	A Loss Mitigation deposit has been received from	CRYSTA BERRY
8940	LMT	02/01/2011	NT	the borrower	CRYSTA BERRY
8940		02/01/2011	LMT	TRIAL MOD EXECUTED (1055) COMPLETED 02/01/11	CRYSTA BERRY
8940		02/01/2011	LMT	REC'D EXECUTED DOCS (4100) COMPLETED 02/01/11	CRYSTA BERRY
8940	HLDFC	02/01/2011	NT	FCL has been placed on hold	LATANYA GAFENEY
8940	AGRMT	01/28/2011	NT	repayment agreement imaged	EVA CARSON
8940		01/21/2011	FOR	01/21/11 - 13:00 - 38579	NEW TRAK SYSTEM ID
8940		01/21/2011	FOR	active repay. sale pp to 02/17/11	NEW TRAK SYSTEM ID
8940		01/19/2011	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		01/18/2011	ET	ARM CHANGE NOTICE SCHEDULED FOR 01/19/11	SYSTEM ID
8940		01/14/2011	CBR	CR BUR RPT STATUS=N;EXPIRE DT = 08/15/11	SYSTEM ID
8940		01/14/2011	DM	A3P TIM HALLORAN CI,ADV FCL SALE DATE,LM ALRT,SD	CHARLES JULION

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940		01/14/2011	DM	CALLED TO F/U,HE WAS JUST CALLED;ADV CLIENTS WERE	CHARLES JULION
8940		01/14/2011	DM	APPROVED FOR TRIAL MOD;ADV TERMS,ADV DOCS WERE	CHARLES JULION
8940		01/14/2011	DM	MAILED OUT TODAY,UNDERSTOOD,ENDED CALL	CHARLES JULION
8940		01/14/2011	DM	DFLT REASON 1 CHANGED TO: EXCESSIVE OBLIGATIONS	CHARLES JULION
8940		01/14/2011	DM	ACTION/RESULT CD CHANGED FROM BRLM TO OAAI	CHARLES JULION
8940		01/14/2011	DM	CLD A3P TIM HALLORAN TO ADVISE TRIAL MOD	MICHAEL PORTER
8940		01/14/2011	DM	APOPROVED. NO ANS LFT MSG. IF B1 OR A3P CALLS IN,	MICHAEL PORTER
8940		01/14/2011	DM	PLEASE ADVISE OF TRIAL MOD APPROVAL AND TERMS.	MICHAEL PORTER
8940		01/14/2011	DM	MPORTER	MICHAEL PORTER
8940		01/14/2011	DM	ACTION/RESULT CD CHANGED FROM BRLM TO BRLM	MICHAEL PORTER
8940	RTLS	01/14/2011	NT	non hmp agreement sent to customer	RENEE CARPENTER
8940	FSV	01/14/2011	NT	Loan on- Cancel inspections on loans	LAKITTA PANNELL
8940	FSV	01/14/2011	NT	with NEw Repay Started Report-	LAKITTA PANNELL
8940	FSV	01/14/2011	NT	Refreshed and sent to distribution list.	LAKITTA PANNELL
8940	FSV	01/14/2011	NT	ran script dsusc053, cins1097.	LAKITTA PANNELL
8940	FSV	01/14/2011	NT	lpannell tx 3911	LAKITTA PANNELL
8940	COL11	01/13/2011	CIT	028 Retargetting CIT 636: Trial has been set up	ARVIND TIRKEY
8940		01/13/2011	FSV	DELINQ INSP HOLD PLACED; REL DT =08/15/11	ARVIND TIRKEY
8940		01/13/2011	LMT	REPAY PLAN STARTED (4001) COMPLETED 01/13/11	ARVIND TIRKEY
8940	00	01/13/2011	RPA	REPAY PLAN SET UP	ARVIND TIRKEY
8940		01/13/2011	LMT	TRIAL MOD APPROVED (1052) COMPLETED 01/13/11	ARVIND TIRKEY
8940		01/13/2011	LMT	PURSUE REPAY PLAN (4000) COMPLETED 01/13/11	ARVIND TIRKEY
8940	COL09	01/12/2011	CIT	027 DONE 01/12/11 BY TLR 26934	PETE HOECKER-SCRIPT
8940	COL09	01/12/2011	CIT	TSK TYP 711-NON HMP MOD REV	PETE HOECKER-SCRIPT
8940	COL09	01/12/2011	CIT	027 Closing 711 - Traditional Trial Approved	PETE HOECKER-SCRIPT
8940	COL09	01/12/2011	CIT	028 Traditional Trial - NEW CIT 636: Start	PETE HOECKER-SCRIPT
8940	COL09	01/12/2011	CIT	Date:02/01/11; Pmnt Amt: 3260.26; No Trial	PETE HOECKER-SCRIPT
8940	COL09	01/12/2011	CIT	Pmnts: 3	PETE HOECKER-SCRIPT
8940	COL09	01/12/2011	CIT	028 Traditional Trial Approved; Ready to load data	PETE HOECKER-SCRIPT
8940	COL09	01/12/2011	CIT	for Doc Prep	PETE HOECKER-SCRIPT
8940	COL19	01/11/2011	CIT	027 new cit 711	MICHAEL PORTER
8940	COL19	01/11/2011	CIT	026 DONE 01/11/11 BY TLR 03034	MICHAEL PORTER
8940	COL19	01/11/2011	CIT	TSK TYP 037-DTI <31 MOD REF	MICHAEL PORTER
8940	AFPMT	01/11/2011	NT	Traditional <31% DTI Affordable Payment Review.	MICHAEL PORTER
8940	AFPMT	01/11/2011	NT	Target PITIA Payment: \$3315.69. Total Gross	MICHAEL PORTER

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8940	AFPMT	01/11/2011	NT	Income: \$17002.29. Hardship Type: Permanent	MICHAEL PORTER
8940	AFPMT	01/11/2011	NT	Qualifying. Qualifying Hardship Expense: \$140.00.	MICHAEL PORTER
8940	AFPMT	01/11/2011	NT	Post-Mod DTI: 19.5% .	MICHAEL PORTER
8940	COL19	01/07/2011	CIT	026 new cit 37	MICHAEL PORTER
8940		01/07/2011	LMT	BPO OBTAINED (5) COMPLETED 01/07/11	MICHAEL PORTER
8940		01/07/2011	LMT	BPO ORDERED (4) COMPLETED 01/07/11	MICHAEL PORTER
8940		01/07/2011	LMT	LMT SOLUTN PURSUED (6) COMPLETED 01/07/11	MICHAEL PORTER
8940		01/07/2011	LMT	PURSUE LN MODIFCATN (1000) COMPLETED 01/07/11	MICHAEL PORTER
8940		01/07/2011	LMT	REFERRD TO LOSS MIT (1) COMPLETED 01/07/11	MICHAEL PORTER
8940		01/07/2011	LMT	APPROVED FOR LMT 01/07/11	MICHAEL PORTER
8940		01/07/2011	DM	CLD A3P TIM HALLORAN TO ADVISE RECEIVED HIS FAX.	MICHAEL PORTER
8940		01/07/2011	DM	NO ANS, LFT MSG. MPORTER	MICHAEL PORTER
8940		01/07/2011	DM	ACTION/RESULT CD CHANGED FROM BRNA TO BRLM	MICHAEL PORTER
8940	HDSHP	01/07/2011	NT	perm qualifying. b1 spends \$140 per month for	MICHAEL PORTER
8940	HDSHP	01/07/2011	NT	son's medical expenses. mporter	MICHAEL PORTER
8940	LMT	01/07/2011	NT	Received fax: letter detailing amount of monthly	MICHAEL PORTER
8940	LMT	01/07/2011	NT	medical expenses for b1 son. Imaged as WOUT.	MICHAEL PORTER
8940	LMT	01/07/2011	NT	mporter	MICHAEL PORTER
8940		01/07/2011	DM	CLD A3P TIM HALLORAN TO ADVISE OF DOCS NEEDED FOR	MICHAEL PORTER
8940		01/07/2011	DM	MOD REVIEW. WAS NOT AVAILABLE. IF A3P OR B1 CALLS	MICHAEL PORTER
8940		01/07/2011	DM	IN, PLEASE REFER TO MOST RECENT DOCEX NOTE.	MICHAEL PORTER
8940		01/07/2011	DM	MPORTER	MICHAEL PORTER
8940		01/07/2011	DM	ACTION/RESULT CD CHANGED FROM BRLM TO BRNA	MICHAEL PORTER
8940		01/06/2011	DM	CLD A3P TIM HALLORAN TO ADVISE OF DOCS NEEDED FOR	MICHAEL PORTER
8940		01/06/2011	DM	MOD REVIEW. NO ANS, LFT MSG. IF A3P OR B1 CALLS	MICHAEL PORTER
8940		01/06/2011	DM	IN, PLEASE REFER TO MOST RECENT DOCEX NOTE.	MICHAEL PORTER
8940		01/06/2011	DM	MPORTER	MICHAEL PORTER
8940		01/06/2011	DM	ACTION/RESULT CD CHANGED FROM BRUN TO BRLM	MICHAEL PORTER
8940	DOCEX	01/06/2011	NT	Need letter detailing the monthly expense for	MICHAEL PORTER
8940	DOCEX	01/06/2011	NT	son's treatment. Please have the borrower fax the	MICHAEL PORTER
8940	DOCEX	01/06/2011	NT	required docs to 866-715-2975. mporter	MICHAEL PORTER
8940	COL19	01/06/2011	CIT	025 Deleting CIT 37. Need to know the monthly	MICHAEL PORTER
8940	COL19	01/06/2011	CIT	expense for son's treatment.	MICHAEL PORTER
8940		01/04/2011	DM	EARLY IND: SCORE 101 MODEL EIFRC	SYSTEM ID
8940		12/27/2010	LMT	FILE CLOSED (7) COMPLETED 12/27/10	PETE HOECKER-SCRIPT

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8940		12/27/2010	LMT	LOSS MIT DENIED BORROWER CANNOT AFFORD PROPERTY	PETE HOECKER-SCRIPT
8940	COL09	12/27/2010	CIT	024 DONE 12/27/10 BY TLR 26934	PETE HOECKER-SCRIPT
8940	COL09	12/27/2010	CIT	TSK TYP 326-TRIAL ESC LN MO	PETE HOECKER-SCRIPT
8940	COL09	12/27/2010	CIT	024 Closing CIT#326	PETE HOECKER-SCRIPT
8940	COL09	12/27/2010	CIT	023 DONE 12/27/10 BY TLR 26934	PETE HOECKER-SCRIPT
8940	COL09	12/27/2010	CIT	TSK TYP 607-TRAD TRIAGE REV	PETE HOECKER-SCRIPT
8940	COL09	12/27/2010	CIT	023 Closing 607 - Loan below 31%DTI Calculator.	PETE HOECKER-SCRIPT
8940	COL09	12/27/2010	CIT	Forwarded for manual review	PETE HOECKER-SCRIPT
8940	COL09	12/27/2010	CIT	025 New CIT#037 - Loan below 31%DTI Calculator	PETE HOECKER-SCRIPT
8940	COL09	12/27/2010	CIT	Result = PASS - 37	PETE HOECKER-SCRIPT
8940		12/24/2010	FSV	INSP TP F RESULTS RCVD; ORD DT=12/20/10	SYSTEM ID
8940	ESC05	12/23/2010	CIT	024 cap amt 6660.97	CAMILLE WEILAND
8940	ESC05	12/23/2010	CIT	shortage amt : 2992.02	CAMILLE WEILAND
8940	ESC05	12/23/2010	CIT	escrow pmt. 525.25	CAMILLE WEILAND
8940	ESC05	12/23/2010	CIT	1/60th shortage: 49.86	CAMILLE WEILAND
8940	COL09	12/21/2010	CIT	024 New CIT#326 Please run What If Escrow	PETE HOECKER-SCRIPT
8940	COL09	12/21/2010	CIT	Analysis; Roll 2 Months Effective 05/01/11	PETE HOECKER-SCRIPT
8940	COL09	12/21/2010	CIT	and retarget to Teller 5995 When Complete	PETE HOECKER-SCRIPT
8940	COL09	12/21/2010	CIT	023 Retarget CIT#607; Escrow Reviewing for full	PETE HOECKER-SCRIPT
8940	COL09	12/21/2010	CIT	Decision 1	PETE HOECKER-SCRIPT
8940		12/21/2010	D28	FORCED BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		12/20/2010	FSV	INSP TYPE F ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
8940	COL09	12/20/2010	CIT	023 Retarget CIT#607 to 24277; need to redecision	PETE HOECKER-SCRIPT
8940	COL09	12/20/2010	CIT	withh updated effective date.	PETE HOECKER-SCRIPT
8940	COL09	12/20/2010	CIT	023 NEW CIT#607. Need to redecision account with	PETE HOECKER-SCRIPT
8940	COL09	12/20/2010	CIT	updated effective date.	PETE HOECKER-SCRIPT
8940	COL09	12/20/2010	CIT	022 DONE 12/20/10 BY TLR 26934	PETE HOECKER-SCRIPT
8940	COL09	12/20/2010	CIT	TSK TYP 608-TRAD NON DELEGT	PETE HOECKER-SCRIPT
8940	COL09	12/20/2010	CIT	022 Close CIT#608; Need Updated Escrow Figures.	PETE HOECKER-SCRIPT
8940		12/17/2010	ET	ARM CHANGE NOTICE SCHEDULED FOR 12/20/10	SYSTEM ID
8940		12/13/2010	DM	A3P TIMOTHY J HALLORAN CI V/I, ADV IN F/C AND	BRIAN WERNER
8940		12/13/2010	DM	SALE DATE, ADV JAN-DEC DUE, MR CHKNG STATUS OF	BRIAN WERNER
8940		12/13/2010	DM	W/O, ADV STILL IN REVIEW AND NO UPDATE FOR	BRIAN WERNER
8940		12/13/2010	DM	DECISION, MR ASKD WHY NOT RECEIVNG F/C INFO, ADV	BRIAN WERNER
8940		12/13/2010	DM	MAY NEED TO UPDATE CONTACT INFO W ATTRNY AND GAVE	BRIAN WERNER

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8940		12/13/2010	DM	ATTRNY #	BRIAN WERNER
8940		12/13/2010	DM	ACTION/RESULT CD CHANGED FROM OAAI TO BRUN	BRIAN WERNER
8940		12/10/2010	CBR	FORECLOSURE STARTED	SYSTEM ID
8940		12/10/2010	CBR	DELINQUENT: 180+ DAYS	SYSTEM ID
8940	COL11	12/09/2010	CIT	022 Targeting CIT608 to Teller 31282 for trial	SETH KOENEN
8940	COL11	12/09/2010	CIT	approval. Investor does not require approval	SETH KOENEN
8940	COL11	12/09/2010	CIT	at time of trial.	SETH KOENEN
8940		12/08/2010	FOR	12/07/10 - 19:39 - 40703	NEW TRAK SYSTEM ID
8940		12/08/2010	FOR	t	NEW TRAK SYSTEM ID
8940		12/08/2010	FOR	12/07/10 - 19:39 - 40703	NEW TRAK SYSTEM ID
8940		12/08/2010	FOR	User has completed the Sale	NEW TRAK SYSTEM ID
8940		12/08/2010	FOR	Scheduled For data form with the	NEW TRAK SYSTEM ID
8940		12/08/2010	FOR	following entries: Sale	NEW TRAK SYSTEM ID
8940		12/08/2010	FOR	Postponement Reason: : Client Reques	NEW TRAK SYSTEM ID
8940		12/08/2010	FOR	12/07/10 - 19:39 - 40703	NEW TRAK SYSTEM ID
8940		12/08/2010	FOR	event: Attorney Notified to Place	NEW TRAK SYSTEM ID
8940		12/08/2010	FOR	File on Hold, completed on 12/3/2010	NEW TRAK SYSTEM ID
8940		12/08/2010	FOR	12/07/10 - 19:39 - 40703	NEW TRAK SYSTEM ID
8940		12/08/2010	FOR	/2011. Reason: FC_Hold : Event	NEW TRAK SYSTEM ID
8940		12/08/2010	FOR	Update : Julian Keys, GMAC :	NEW TRAK SYSTEM ID
8940		12/08/2010	FOR	12/3/2010 2:12:00 PM User has	NEW TRAK SYSTEM ID
8940		12/08/2010	FOR	updated the system for the following	NEW TRAK SYSTEM ID
8940		12/08/2010	FOR	12/07/10 - 19:39 - 40703	NEW TRAK SYSTEM ID
8940		12/08/2010	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		12/08/2010	FOR	following event: Sale Scheduled	NEW TRAK SYSTEM ID
8940		12/08/2010	FOR	For. User changed date completed	NEW TRAK SYSTEM ID
8940		12/08/2010	FOR	from 12/22/2010 to completed on 1/24	NEW TRAK SYSTEM ID
8940		12/08/2010	FOR	12/07/10 - 19:39 - 40703	NEW TRAK SYSTEM ID
8940		12/08/2010	FOR	Process opened 12/7/2010 by user	NEW TRAK SYSTEM ID
8940		12/08/2010	FOR	Chris Herrera.	NEW TRAK SYSTEM ID
8940		12/08/2010	FOR	TASK:0605-FCL-CHANGD FUPDT 01/24/11	NEW TRAK SYSTEM ID
8940		12/07/2010	FOR	12/07/10 - 09:19 - 46286	NEW TRAK SYSTEM ID
8940		12/07/2010	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		12/07/2010	FOR	following event: Attorney Confirmed	NEW TRAK SYSTEM ID
8940		12/07/2010	FOR	File on Hold, completed on 12/7/2010	NEW TRAK SYSTEM ID

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8940	COL09	12/06/2010	CIT	021 DONE 12/06/10 BY TLR 31308	MICHELE BEDARD
8940	COL09	12/06/2010	CIT	TSK TYP 711-NON HMP MOD REV	MICHELE BEDARD
8940	COL09	12/06/2010	CIT	021 Closing 711 - Loan Requires Investor Approval	MICHELE BEDARD
8940	COL09	12/06/2010	CIT	022 New CIT#608 - Loan Requires Investor Approval	MICHELE BEDARD
8940		12/03/2010	FOR	12/03/10 - 14:12 - 75971	NEW TRAK SYSTEM ID
8940		12/03/2010	FOR	Process opened 12/3/2010 by user	NEW TRAK SYSTEM ID
8940		12/03/2010	FOR	Julian Keys.	NEW TRAK SYSTEM ID
8940		12/03/2010	FOR	12/03/10 - 14:12 - 75971	NEW TRAK SYSTEM ID
8940		12/03/2010	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		12/03/2010	FOR	following event: Attorney Notified	NEW TRAK SYSTEM ID
8940		12/03/2010	FOR	to Place File on Hold, completed on	NEW TRAK SYSTEM ID
8940		12/03/2010	FOR	12/3/2010	NEW TRAK SYSTEM ID
8940	COL19	12/03/2010	CIT	021 cit 711	JULIAN KEYS
8940	COL19	12/03/2010	CIT	020 DONE 12/03/10 BY TLR 30010	JULIAN KEYS
8940	COL19	12/03/2010	CIT	TSK TYP 037-DTI <31 MOD REF	JULIAN KEYS
8940	HLDFC	12/03/2010	NT	foreclosure sale placed on hold for 45 days for	JULIAN KEYS
8940	HLDFC	12/03/2010	NT	mod review	JULIAN KEYS
8940	AFPMT	12/03/2010	NT	Traditional <31% DTI Affordable Payment Review.	JULIAN KEYS
8940	AFPMT	12/03/2010	NT	Target PITIA Payment: \$3316.87. Total Gross	JULIAN KEYS
8940	AFPMT	12/03/2010	NT	Income: \$17002.29. Hardship Type: Permanent	JULIAN KEYS
8940	AFPMT	12/03/2010	NT	Qualifying. Qualifying Hardship Expense: \$500.00.	JULIAN KEYS
8940	AFPMT	12/03/2010	NT	Post-Mod DTI: 19.5% .	JULIAN KEYS
8940	HDSHP	12/03/2010	NT	Permanent Quaifying Hardship due to medical	JULIAN KEYS
8940	HDSHP	12/03/2010	NT	expenses in family as well as B1 incarceration	JULIAN KEYS
8940		12/02/2010	DM	EARLY IND: SCORE 101 MODEL EIFRC	SYSTEM ID
8940	SUBMT	12/02/2010	NT	submitted to supervisor for review for possible	JULIAN KEYS
8940	SUBMT	12/02/2010	NT	CIT 35 for HMP review	JULIAN KEYS
8940		12/02/2010	LMT	BPO OBTAINED (5) COMPLETED 12/02/10	JULIAN KEYS
8940		12/02/2010	LMT	BPO ORDERED (4) COMPLETED 12/02/10	JULIAN KEYS
8940		12/02/2010	LMT	LMT SOLUTN PURSUED (6) COMPLETED 12/02/10	JULIAN KEYS
8940		12/02/2010	LMT	REFERRD TO LOSS MIT (1) COMPLETED 12/02/10	JULIAN KEYS
8940		12/02/2010	LMT	PURSUE LN MODIFCATN (1000) COMPLETED 12/02/10	JULIAN KEYS
8940		12/02/2010	LMT	APPROVED FOR LMT 12/02/10	JULIAN KEYS
8940		12/02/2010	LMT	FILE CLOSED (7) COMPLETED 12/02/10	JULIAN KEYS
8940		12/02/2010	LMT	LOSS MIT DENIED OTHER	JULIAN KEYS

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940	HDSHP	12/02/2010	NT	Permanent Qualifying Hardship due to Family	JULIAN KEYS
8940	HDSHP	12/02/2010	NT	Medical illness with Qualifying Expenses \$500	JULIAN KEYS
8940		11/29/2010	FSV	INSP TP F RESULTS RCVD; ORD DT=11/18/10	SYSTEM ID
8940	COL09	11/23/2010	CIT	019 DONE 11/23/10 BY TLR 26934	PETE HOECKER-SCRIPT
8940	COL09	11/23/2010	CIT	TSK TYP 326-TRIAL ESC LN MO	PETE HOECKER-SCRIPT
8940	COL09	11/23/2010	CIT	019 Closing CIT#326	PETE HOECKER-SCRIPT
8940	COL09	11/23/2010	CIT	018 DONE 11/23/10 BY TLR 26934	PETE HOECKER-SCRIPT
8940	COL09	11/23/2010	CIT	TSK TYP 607-TRAD TRIAGE REV	PETE HOECKER-SCRIPT
8940	COL09	11/23/2010	CIT	018 Closing 607 - Loan below 31%DTI Calculator.	PETE HOECKER-SCRIPT
8940	COL09	11/23/2010	CIT	Forwarded for manual review	PETE HOECKER-SCRIPT
8940	COL09	11/23/2010	CIT	020 New CIT#037 - Loan below 31%DTI Calculator	PETE HOECKER-SCRIPT
8940	COL09	11/23/2010	CIT	Result = PASS - 37	PETE HOECKER-SCRIPT
8940	ESC05	11/22/2010	CIT	019 cap amt: 6055.95	PHILOMENA RODRIGUES
8940	ESC05	11/22/2010	CIT	shtg amt: 3070.87	PHILOMENA RODRIGUES
8940	ESC05	11/22/2010	CIT	esc pmt (1/12th): 525.12	PHILOMENA RODRIGUES
8940	ESC05	11/22/2010	CIT	1/60th amt of shtg: 51.18	PHILOMENA RODRIGUES
8940	COL09	11/22/2010	CIT	019 New CIT#326 Please run What If Escrow	PETE HOECKER-SCRIPT
8940	COL09	11/22/2010	CIT	Analysis; Roll 2 Months Effective 04/01/11	PETE HOECKER-SCRIPT
8940	COL09	11/22/2010	CIT	and retarget to Teller 5995 When Complete	PETE HOECKER-SCRIPT
8940	COL09	11/22/2010	CIT	018 Retarget CIT#607; Escrow Reviewing for full	PETE HOECKER-SCRIPT
8940	COL09	11/22/2010	CIT	Decision 1	PETE HOECKER-SCRIPT
8940	COL09	11/19/2010	CIT	018 Retarget CIT#607 - Ready For Calc	PETE HOECKER-SCRIPT
8940	COL09	11/19/2010	CIT	018 Open CIT#607 - Ready For Calc	PETE HOECKER-SCRIPT
8940	COL09	11/19/2010	CIT	017 DONE 11/19/10 BY TLR 26934	PETE HOECKER-SCRIPT
8940	COL09	11/19/2010	CIT	TSK TYP 610-TRAD 15 DAY FOL	PETE HOECKER-SCRIPT
8940	COL09	11/19/2010	CIT	017 Closing CIT#610 - Ready For Calc	PETE HOECKER-SCRIPT
8940		11/19/2010	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		11/18/2010	FSV	INSP TYPE F ORDERED; REQ CD =SCRIPT	SYSTEM ID

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940		11/18/2010	DM	OF LOAN MODIFI AND TO FIND OUT IF WE RECEIVE DOCS	ARNOLD RODRIQUEZ
8940		11/18/2010	DM	HE SENT IN I ADV HIM THAT WE DID RECEIVE SOME DOCS	ARNOLD RODRIQUEZ
8940		11/18/2010	DM	ON 11/17/10 BUT THEY ARE BEING UNDER REVIEW AND I	ARNOLD RODRIQUEZ
8940		11/18/2010	DM	COULDNT TELL IF ALL DOCS WERE COMPLETE RECEIVE BUT	ARNOLD RODRIQUEZ
8940		11/18/2010	DM	IF THEY ARE IT COULD TAKE FROM 15-30 FOR A FINAL	ARNOLD RODRIQUEZ
8940		11/18/2010	DM	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI	ARNOLD RODRIQUEZ
8940		11/18/2010	DM	RESPONSE AND ALSO ADV HIM OF FORECLOSURE SALE DATE	ARNOLD RODRIQUEZ
8940		11/18/2010	DM	TO BE SCHEDULE FOR 12/22/10 ARNOLD R/8932017	ARNOLD RODRIQUEZ
8940		11/18/2010	DM	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI	ARNOLD RODRIQUEZ
8940		11/17/2010	ET	ARM CHANGE NOTICE SCHEDULED FOR 11/18/10	SYSTEM ID
8940		11/17/2010	FOR	11/17/10 - 09:25 - 73223	NEW TRAK SYSTEM ID
8940		11/17/2010	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		11/17/2010	FOR	following event: Confirmed Sale Has	NEW TRAK SYSTEM ID
8940		11/17/2010	FOR	Been Postponed, completed on	NEW TRAK SYSTEM ID
8940		11/17/2010	FOR	11/17/2010	NEW TRAK SYSTEM ID
8940	SUFPK	11/17/2010	NT	Rcvd wout package see prev notes. Missing:	CHRISTINE SOWBHAGYA
8940	SUFPK	11/17/2010	NT	2 checks of contribution from non-borrower spouse	CHRISTINE SOWBHAGYA
8940	SUFPK	11/17/2010	NT	Imaged as wout . Mhoppe 5829	CHRISTINE SOWBHAGYA
8940	SUFPK	11/17/2010	NT	Fax Received -Recent Bank Strmts Borr ,Other	CHRISTINE SOWBHAGYA
8940	SUFPK	11/17/2010	NT	Letter of non-borrowing payments and contribution	CHRISTINE SOWBHAGYA
8940	SUFPK	11/17/2010	NT	letter frm non-borrower -mhoppe 5829	CHRISTINE SOWBHAGYA
8940		11/16/2010	FOR	11/16/10 - 13:51 - 16479	NEW TRAK SYSTEM ID
8940		11/16/2010	FOR	meframe: : 30 days	NEW TRAK SYSTEM ID
8940		11/16/2010	FOR	11/16/10 - 13:51 - 16479	NEW TRAK SYSTEM ID
8940		11/16/2010	FOR	User has completed the	NEW TRAK SYSTEM ID
8940		11/16/2010	FOR	Postpone_Dtl data form with the	NEW TRAK SYSTEM ID
8940		11/16/2010	FOR	following entries: Instructions: :	NEW TRAK SYSTEM ID
8940		11/16/2010	FOR	pls ppn 30 days to rww wkout pkg Ti	NEW TRAK SYSTEM ID
8940		11/16/2010	FOR	11/16/10 - 13:51 - 16479	NEW TRAK SYSTEM ID
8940		11/16/2010	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		11/16/2010	FOR	following event: Notify Attorney of	NEW TRAK SYSTEM ID
8940		11/16/2010	FOR	Postponement Request, completed on	NEW TRAK SYSTEM ID
8940		11/16/2010	FOR	11/16/2010	NEW TRAK SYSTEM ID
8940		11/16/2010	FOR	11/16/10 - 13:51 - 16479	NEW TRAK SYSTEM ID
8940		11/16/2010	FOR	Process opened 11/16/2010 by user	NEW TRAK SYSTEM ID

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8940		11/16/2010	FOR	Kathryn Kollmer.	NEW TRAK SYSTEM ID
8940	FCLRE	11/16/2010	NT	Foreclosure fully reviewed...approved for loss	LARA CLINTON
8940	FCLRE	11/16/2010	NT	mitigation...pp for 30 days...kkollmer	LARA CLINTON
8940		11/16/2010	FSV	INSP TP R RESULTS RCVD; ORD DT=11/11/10	BKY COURT ORDER RCVE
8940	COL09	11/15/2010	CIT	017 Retarget CIT#610 - Please Review New	PETE HOECKER-SCRIPT
8940	COL09	11/15/2010	CIT	Information	PETE HOECKER-SCRIPT
8940		11/15/2010	LMT	LMT BPO/APPRAISAL REC ADDED	BKY COURT ORDER RCVE
8940		11/15/2010	DM	A3P TIMOTHY J HALLORAN CI,VRFD,ADV FCL,SALE	MELANIE DIESTA
8940		11/15/2010	DM	DATE,SD CALLING IF WE RCVD THE DOCS HE SEND,ADV	MELANIE DIESTA
8940		11/15/2010	DM	DOCS RCVD,ADV CONT LETTER AND BNKSTATEMENTS FRM	MELANIE DIESTA
8940		11/15/2010	DM	PENSION DEPOSIT STILL NEEDED,SD HE WILL SEND IT	MELANIE DIESTA
8940		11/15/2010	DM	ASAP,ADV COMPLETED PKG NEEDS TO BE RCVD IN ORDER	MELANIE DIESTA
8940		11/15/2010	DM	FOR MOD REVIEW TO MOVE FORWARD,ASKING IF SOMEONE	MELANIE DIESTA
8940		11/15/2010	DM	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI	MELANIE DIESTA
8940		11/15/2010	DM	WILL TALK W/ RE NEGOTIATING THE MOD,ADV BRW WILL	MELANIE DIESTA
8940		11/15/2010	DM	BE NOTIFIED RE MOD RESULT,	MELANIE DIESTA
8940		11/15/2010	DM	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI	MELANIE DIESTA
8940		11/15/2010	DM	DFLT REASON 2 CHANGED TO: BLANK	MELANIE DIESTA
8940		11/15/2010	DM	ACTION/RESULT CD CHANGED FROM BRTR TO OAAI	MELANIE DIESTA
8940		11/15/2010	DM	A3P TIMOTHY HALLORAN CI VFD.TRANSFERRED CALL TO	CRISSEL LUGUE
8940		11/15/2010	DM	LOSS MIT	CRISSEL LUGUE
8940		11/15/2010	DM	ACTION/RESULT CD CHANGED FROM BRUN TO BRTR	CRISSEL LUGUE
8940		11/12/2010	CBR	FORECLOSURE STARTED	SYSTEM ID
8940		11/12/2010	CBR	DELINQUENT: 180+ DAYS	SYSTEM ID
8940		11/12/2010	CBR	CHANGE IN PRIMARY BORROWERS ADDR	SYSTEM ID
8940		11/11/2010	FSV	INSP TYPE R ORDERED; REQ CD =1150	SYSTEM ID
8940		11/11/2010	FOR	11/11/10 - 07:57 - 69081	NEW TRAK SYSTEM ID
8940		11/11/2010	FOR	A fees and costs Response Comment	NEW TRAK SYSTEM ID
8940		11/11/2010	FOR	has been completed for this loan by	NEW TRAK SYSTEM ID
8940		11/11/2010	FOR	Rhonda Kastli	NEW TRAK SYSTEM ID
8940		11/11/2010	FOR	11/11/10 - 08:03 - 69081	NEW TRAK SYSTEM ID
8940		11/11/2010	FOR	Fees and costs response: Good	NEW TRAK SYSTEM ID
8940		11/11/2010	FOR	Through:11/21/2010 Fees: 650.00	NEW TRAK SYSTEM ID
8940		11/11/2010	FOR	Costs: 1885.23 Comment: FEES &	NEW TRAK SYSTEM ID
8940		11/11/2010	FOR	COSTS ONLY GOOD THROUGH 11/19.	NEW TRAK SYSTEM ID

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8940		11/11/2010	FOR	11/11/10 - 08:03 - 69081	NEW TRAK SYSTEM ID
8940		11/11/2010	FOR	rocesses.	NEW TRAK SYSTEM ID
8940		11/11/2010	FOR	11/11/10 - 08:03 - 69081	NEW TRAK SYSTEM ID
8940		11/11/2010	FOR	Intercom From: Rhonda Kastli,	NEW TRAK SYSTEM ID
8940		11/11/2010	FOR	at-exet - To: Rafeeqe Ahmed (GMAC)	NEW TRAK SYSTEM ID
8940		11/11/2010	FOR	/ Message: Fees and costs have been	NEW TRAK SYSTEM ID
8940		11/11/2010	FOR	submitted for all of the requested p	NEW TRAK SYSTEM ID
8940		11/10/2010	FOR	11/10/10 - 16:25 - 00007	NEW TRAK SYSTEM ID
8940		11/10/2010	FOR	Foreclosure (NIE Id# 18605709) sent	NEW TRAK SYSTEM ID
8940		11/10/2010	FOR	to Executive Trustee Services, Inc.	NEW TRAK SYSTEM ID
8940		11/10/2010	FOR	at 11/10/2010 4:25:14 PM by	NEW TRAK SYSTEM ID
8940		11/10/2010	FOR	Automated Tasks	NEW TRAK SYSTEM ID
8940		11/10/2010	FOR	11/10/10 - 17:24 - 10539	NEW TRAK SYSTEM ID
8940		11/10/2010	FOR	A fees and costs request has been	NEW TRAK SYSTEM ID
8940		11/10/2010	FOR	entered for this loan by Rafeeqe	NEW TRAK SYSTEM ID
8940		11/10/2010	FOR	Ahmed, good through 11/21/2010	NEW TRAK SYSTEM ID
8940	SUFPK	11/10/2010	NT	Recd wout package see previous notes. Missing:	RAFEEQUE AHMED
8940	SUFPK	11/10/2010	NT	2Bank stmt or copy of check showing pen dpsts	RAFEEQUE AHMED
8940	SUFPK	11/10/2010	NT	Imaged as wout, Mhoppe5829	RAFEEQUE AHMED
8940	SUFPK	11/10/2010	NT	Fax Received -2 recent pay stubs Borr,Other 1mre	RAFEEQUE AHMED
8940	SUFPK	11/10/2010	NT	addl paystub of b1, -Mhoppe5829	RAFEEQUE AHMED
8940	SUFPK	11/10/2010	NT	Rcvd wout pkge mi: bank statement showing pension	AZIL AMALRAJ
8940	SUFPK	11/10/2010	NT	contr letter , checks Imaged as wout mhoppe 5829.	AZIL AMALRAJ
8940	SUFPK	11/10/2010	NT	Fax Received -Proof of Pension Borr,2 recent pay	AZIL AMALRAJ
8940	SUFPK	11/10/2010	NT	stubs Borr -mhoppe 5829	AZIL AMALRAJ
8940		11/09/2010	FOR	11/09/10 - 13:29 - 64713	NEW TRAK SYSTEM ID
8940		11/09/2010	FOR	Intercom Message: / Read: 11/9/2010	NEW TRAK SYSTEM ID
8940		11/09/2010	FOR	1:29:24 PM / From: Kobuley, Roman /	NEW TRAK SYSTEM ID
8940		11/09/2010	FOR	To: Medrano, Emerlita; / CC: /	NEW TRAK SYSTEM ID
8940		11/09/2010	FOR	Intercom Type: General Update / Subj	NEW TRAK SYSTEM ID
8940		11/09/2010	FOR	11/09/10 - 13:29 - 64713	NEW TRAK SYSTEM ID
8940		11/09/2010	FOR	ect: Issue Request /	NEW TRAK SYSTEM ID
8940		11/09/2010	FOR	11/09/10 - 13:28 - 11407	NEW TRAK SYSTEM ID
8940		11/09/2010	FOR	Mortgage, LLC.	NEW TRAK SYSTEM ID
8940		11/09/2010	FOR	11/09/10 - 13:28 - 11407	NEW TRAK SYSTEM ID

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940		11/09/2010	FOR	System updated for the following	NEW TRAK SYSTEM ID
8940		11/09/2010	FOR	event: User has ended the Issue	NEW TRAK SYSTEM ID
8940		11/09/2010	FOR	associated with this loan. Issue	NEW TRAK SYSTEM ID
8940		11/09/2010	FOR	Type: Vesting Issue. Comments: GMAC	NEW TRAK SYSTEM ID
8940		11/09/2010	FOR	11/08/10 - 15:36 - 00007	NEW TRAK SYSTEM ID
8940		11/09/2010	FOR	rano	NEW TRAK SYSTEM ID
8940		11/09/2010	FOR	11/08/10 - 15:36 - 00007	NEW TRAK SYSTEM ID
8940		11/09/2010	FOR	Foreclosure - Bidding Instructions	NEW TRAK SYSTEM ID
8940		11/09/2010	FOR	(NIE Id# 22326518) sent to	NEW TRAK SYSTEM ID
8940		11/09/2010	FOR	Executive Trustee Services, Inc. at	NEW TRAK SYSTEM ID
8940		11/09/2010	FOR	11/8/2010 3:35:40 PM by Emerlita Med	NEW TRAK SYSTEM ID
8940		11/08/2010	FOR	11/08/10 - 15:36 - 64713	NEW TRAK SYSTEM ID
8940		11/08/2010	FOR	e Comments: Please confirm	NEW TRAK SYSTEM ID
8940		11/08/2010	FOR	correct/complete vesting name.	NEW TRAK SYSTEM ID
8940		11/08/2010	FOR	Thanks Status: Active	NEW TRAK SYSTEM ID
8940		11/08/2010	FOR	11/08/10 - 15:36 - 64713	NEW TRAK SYSTEM ID
8940		11/08/2010	FOR	System updated for the following	NEW TRAK SYSTEM ID
8940		11/08/2010	FOR	event: User has created a	NEW TRAK SYSTEM ID
8940		11/08/2010	FOR	Process-Level issue for this	NEW TRAK SYSTEM ID
8940		11/08/2010	FOR	loan.Issue Type: Vesting Issue. Issu	NEW TRAK SYSTEM ID
8940		11/08/2010	FOR	11/08/10 - 15:33 - 64713	NEW TRAK SYSTEM ID
8940		11/08/2010	FOR	The user has re-opened the process.	NEW TRAK SYSTEM ID
8940		11/08/2010	FOR	11/08/10 - 15:33 - 64713	NEW TRAK SYSTEM ID
8940		11/08/2010	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		11/08/2010	FOR	following event: Bid Calculation	NEW TRAK SYSTEM ID
8940		11/08/2010	FOR	Completed, completed on 11/8/2010	NEW TRAK SYSTEM ID
8940		11/08/2010	FOR	11/08/10 - 15:33 - 64713	NEW TRAK SYSTEM ID
8940		11/08/2010	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		11/08/2010	FOR	following event: Bid Approved,	NEW TRAK SYSTEM ID
8940		11/08/2010	FOR	completed on 11/8/2010	NEW TRAK SYSTEM ID
8940		11/08/2010	FOR	11/08/10 - 15:33 - 64713	NEW TRAK SYSTEM ID
8940		11/08/2010	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		11/08/2010	FOR	following event: Bidding	NEW TRAK SYSTEM ID
8940		11/08/2010	FOR	Instructions To Attorney, completed	NEW TRAK SYSTEM ID
8940		11/08/2010	FOR	on 11/8/2010	NEW TRAK SYSTEM ID

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8940		11/08/2010	FOR	11/08/10 - 15:33 - 64713	NEW TRAK SYSTEM ID
8940		11/08/2010	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		11/08/2010	FOR	following event: Bidding	NEW TRAK SYSTEM ID
8940		11/08/2010	FOR	Instructions Received By Attorney,	NEW TRAK SYSTEM ID
8940		11/08/2010	FOR	completed on 11/8/2010	NEW TRAK SYSTEM ID
8940		11/08/2010	FOR	BIDDING INSTRUCTIONS (609) COMPLETED 11/08/10	EMERLITA MEDRANO
8940		11/08/2010	FOR	BIDDING INSTRUCTIONS (609) UNCOMPLETED	EMERLITA MEDRANO
8940		11/02/2010	DM	EARLY IND: SCORE 101 MODEL EIFRC	SYSTEM ID
8940	TR15D	10/28/2010	NT	15 Day Letter Sent Requesting Additional	PETE HOECKER-SCRIPT
8940	TR15D	10/28/2010	NT	Information. Offer Expires 11/12/10	PETE HOECKER-SCRIPT
8940	COL09	10/28/2010	CIT	017 New CIT 610 - 15 Day Letter Sent Requesting	PETE HOECKER-SCRIPT
8940	COL09	10/28/2010	CIT	Additional Information. Offer Expires	PETE HOECKER-SCRIPT
8940	COL09	10/28/2010	CIT	11/12/10	PETE HOECKER-SCRIPT
8940	COL09	10/28/2010	CIT	016 DONE 10/28/10 BY TLR 26934	PETE HOECKER-SCRIPT
8940	COL09	10/28/2010	CIT	TSK TYP 607-TRAD TRIAGE REV	PETE HOECKER-SCRIPT
8940	COL09	10/28/2010	CIT	016 Closing CIT 607 - 15 Day Letter Sent	PETE HOECKER-SCRIPT
8940	COL09	10/28/2010	CIT	Requesting Additional Information. Offer	PETE HOECKER-SCRIPT
8940	COL09	10/28/2010	CIT	Expires 11/12/10	PETE HOECKER-SCRIPT
8940		10/28/2010	OL	WDOYHMP Missing Items Letter	PETE HOECKER-SCRIPT
8940	COL11	10/27/2010	CIT	016 retarget cit 607 to teller 1030 incomplete pkg	RACHEL VOTROUBEK
8940	RFDNT	10/27/2010	NT	rfd: incarceration	RACHEL VOTROUBEK
8940	LMT	10/27/2010	NT	occupancy: owner occupied	RACHEL VOTROUBEK
8940	DOCEX	10/27/2010	NT	traditional review on hold for missing docs. still	RACHEL VOTROUBEK
8940	DOCEX	10/27/2010	NT	need last 2 bank stmts showing pension deposits,	RACHEL VOTROUBEK
8940	DOCEX	10/27/2010	NT	copy of contr bution letter from spouse, and copy	RACHEL VOTROUBEK
8940	DOCEX	10/27/2010	NT	of 2 checks showing contribution income is being	RACHEL VOTROUBEK
8940	DOCEX	10/27/2010	NT	recvd.	RACHEL VOTROUBEK
8940		10/27/2010	LMT	PURSUE LN MODIFCATN (1000) COMPLETED 10/27/10	RACHEL VOTROUBEK
8940		10/27/2010	LMT	HARDSHIP AFFDVT RECD (35) COMPLETED 10/27/10	RACHEL VOTROUBEK
8940		10/27/2010	LMT	IRS FORM 4506-T RECD (34) COMPLETED 10/27/10	RACHEL VOTROUBEK
8940		10/27/2010	LMT	FED TAX RETURN RECD (33) COMPLETED 10/27/10	RACHEL VOTROUBEK
8940		10/27/2010	LMT	FINANCIAL STMT RECD (31) COMPLETED 10/27/10	RACHEL VOTROUBEK
8940		10/27/2010	LMT	BPO ORDERED (4) COMPLETED 10/27/10	RACHEL VOTROUBEK
8940		10/27/2010	LMT	LMT SOLUTN PURSUED (6) COMPLETED 10/27/10	RACHEL VOTROUBEK
8940		10/27/2010	LMT	ASSESS FINANCL PKG (2) COMPLETED 10/27/10	RACHEL VOTROUBEK

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8940		10/15/2010	FSV	INSP TYPE F ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
8940		10/15/2010	FOR	10/15/10 - 15:26 - 74852	NEW TRAK SYSTEM ID
8940		10/15/2010	FOR	Process opened 10/15/2010 by user	NEW TRAK SYSTEM ID
8940		10/15/2010	FOR	Lance Ollendieck.	NEW TRAK SYSTEM ID
8940		10/15/2010	FOR	10/15/10 - 15:26 - 74852	NEW TRAK SYSTEM ID
8940		10/15/2010	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		10/15/2010	FOR	following event: Notify Attorney of	NEW TRAK SYSTEM ID
8940		10/15/2010	FOR	Postponement Request, completed on	NEW TRAK SYSTEM ID
8940		10/15/2010	FOR	10/15/2010	NEW TRAK SYSTEM ID
8940		10/15/2010	FOR	10/15/10 - 15:26 - 74852	NEW TRAK SYSTEM ID
8940		10/15/2010	FOR	p Timeframe: :	NEW TRAK SYSTEM ID
8940		10/15/2010	FOR	10/15/10 - 15:26 - 74852	NEW TRAK SYSTEM ID
8940		10/15/2010	FOR	User has completed the	NEW TRAK SYSTEM ID
8940		10/15/2010	FOR	Postpone_Dtl data form with the	NEW TRAK SYSTEM ID
8940		10/15/2010	FOR	following entries: Instructions: :	NEW TRAK SYSTEM ID
8940		10/15/2010	FOR	please pp fc sale for 30 days for hm	NEW TRAK SYSTEM ID
8940		10/15/2010	FOR	10/15/10 - 15:34 - 57127	NEW TRAK SYSTEM ID
8940		10/15/2010	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		10/15/2010	FOR	following event: Confirmed Sale Has	NEW TRAK SYSTEM ID
8940		10/15/2010	FOR	Been Postponed, completed on	NEW TRAK SYSTEM ID
8940		10/15/2010	FOR	10/15/2010	NEW TRAK SYSTEM ID
8940		10/15/2010	DM	TT A3P TIMOTHY HALLORAN, VI, ADV UC.LC.CRDT.FC, 3P	BOBBY CHANDLER
8940		10/15/2010	DM	STD B1 UNABLE TO RI, 3P CI REGARD TO MOD REF, ADV	BOBBY CHANDLER
8940		10/15/2010	DM	UNDER REVIEW/TAT, CONTINUE TO CB FOR UPDATES, VFD	BOBBY CHANDLER
8940		10/15/2010	DM	FOR 3P THAT SALE DATE HAS BEEN PP, ADV MISSING	BOBBY CHANDLER
8940		10/15/2010	DM	DOCS PER REG/DEF AND 854 NOTES	BOBBY CHANDLER
8940		10/15/2010	DM	DFLT REASON 1 CHANGED TO: UNEMPLOYMENT	BOBBY CHANDLER
8940		10/15/2010	DM	ACTION/RESULT CD CHANGED FROM NOTE TO BRUN	BOBBY CHANDLER
8940	RFDNT	10/15/2010	NT	RFD: oow, could not provide further info w/regard	BOBBY CHANDLER
8940	RFDNT	10/15/2010	NT	to RFD.	BOBBY CHANDLER

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8940	HLDFC	10/15/2010	NT	requested to pp fc sale for 30 days for hmp	LANCE OLLENDIECK
8940	HLDFC	10/15/2010	NT	FC_Postponement_Notification : DDF : Lance	LANCE OLLENDIECK
8940	HLDFC	10/15/2010	NT	Ollendieck, GMAC : 10/15/2010 3:26:00 PM User has	LANCE OLLENDIECK
8940	HLDFC	10/15/2010	NT	completed the Postpone_Dtl data form with the	LANCE OLLENDIECK
8940	HLDFC	10/15/2010	NT	following entries: Instructions: : please pp fc	LANCE OLLENDIECK
8940	HLDFC	10/15/2010	NT	sale for 30 days for hmp	LANCE OLLENDIECK
8940		10/15/2010	LMT	LMT BPO/APPRaisal REC ADDED	TIM WOODRUFF-SCRIPT
8940	COL09	10/15/2010	CIT	015 DONE 10/15/10 BY TLR 01040	LORI LITTERER
8940	COL09	10/15/2010	CIT	TSK TYP 854-CORE CASH FLOW	LORI LITTERER
8940	COL09	10/15/2010	CIT	015 Closing CIT854. HAMP Modification denied.	LORI LITTERER
8940	COL09	10/15/2010	CIT	016 New CIT607. Financial package received from	LORI LITTERER
8940	COL09	10/15/2010	CIT	customer. Customer not eligible for HAMP UNTPB	LORI LITTERER
8940	COL09	10/15/2010	CIT	referring for traditional modification review.	LORI LITTERER
8940		10/15/2010	OL	WDOYLM - DENIAL LETTER	LORI LITTERER
8940	UNTPB	10/15/2010	NT	HAMP denied due to principal balance exceeds HAMP	LORI LITTERER
8940	UNTPB	10/15/2010	NT	program limitations.	LORI LITTERER
8940		10/14/2010	FOR	10/14/10 - 11:34 - 13850	NEW TRAK SYSTEM ID
8940		10/14/2010	FOR	A fees and costs request has been	NEW TRAK SYSTEM ID
8940		10/14/2010	FOR	entered for this loan by Apoorv	NEW TRAK SYSTEM ID
8940		10/14/2010	FOR	Shastri, good through 10/20/2010	NEW TRAK SYSTEM ID
8940		10/14/2010	FOR	10/14/10 - 13:03 - 72696	NEW TRAK SYSTEM ID
8940		10/14/2010	FOR	Fees and costs response: Good	NEW TRAK SYSTEM ID
8940		10/14/2010	FOR	Through:10/20/2010 Fees: 650.00	NEW TRAK SYSTEM ID
8940		10/14/2010	FOR	Costs: 1865.23 Comment:	NEW TRAK SYSTEM ID
8940		10/14/2010	FOR	10/14/10 - 13:03 - 72696	NEW TRAK SYSTEM ID
8940		10/14/2010	FOR	rocesses.	NEW TRAK SYSTEM ID
8940		10/14/2010	FOR	10/14/10 - 13:03 - 72696	NEW TRAK SYSTEM ID
8940		10/14/2010	FOR	Intercom From: Yudy Martinez,	NEW TRAK SYSTEM ID
8940		10/14/2010	FOR	at-exet - To: Apoorv Shastri (GMAC)	NEW TRAK SYSTEM ID
8940		10/14/2010	FOR	/ Message: Fees and costs have been	NEW TRAK SYSTEM ID
8940		10/14/2010	FOR	submitted for all of the requested p	NEW TRAK SYSTEM ID
8940		10/14/2010	HMP	FINANCIAL INFORMATION COLLECTED FOR HMP	APOORV SHASTRI
8940		10/14/2010	HMP	LMT BORR FIN REC ADDED	APOORV SHASTRI
8940	COL13	10/14/2010	CIT	015 New CIT#854 Rcvd wout pkg see previous notes	APOORV SHASTRI
8940	COL13	10/14/2010	CIT	missing 2 bank stmt showing pension deposit	APOORV SHASTRI

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8940	COL13	10/14/2010	CIT	Of b1 and 2 pay stubs of b2 imaged as WOut	APOORV SHASTRI
8940	COL13	10/14/2010	CIT	Mhoppe5829	APOORV SHASTRI
8940	SUFPK	10/14/2010	NT	Fax Received -4506 T,Borrower Financial	APOORV SHASTRI
8940	SUFPK	10/14/2010	NT	Stmt,Hardship letter,Hardship affidavit,Other ltr	APOORV SHASTRI
8940	SUFPK	10/14/2010	NT	from 3p,pension projection summary for	APOORV SHASTRI
8940	SUFPK	10/14/2010	NT	b1,retirement plan payment options -mhopppe5829	APOORV SHASTRI
8940		10/14/2010	DM	DFLT REASON 1 CHANGED TO: CURTAILMENT OF INCOME	APOORV SHASTRI
8940		10/14/2010	DM	DFLT REASON 2 CHANGED TO: ILLNESS OF FAMILY MEM	APOORV SHASTRI
8940		10/14/2010	DM	ACTION/RESULT CD CHANGED FROM BRUN TO NOTE	APOORV SHASTRI
8940		10/08/2010	CBR	CR BUR RPT STATUS=N;EXPIRE DT = 11/03/10	SYSTEM ID
8940		10/07/2010	FOR	10/07/10 - 11:27 - 64713	NEW TRAK SYSTEM ID
8940		10/07/2010	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		10/07/2010	FOR	following event: Bidding	NEW TRAK SYSTEM ID
8940		10/07/2010	FOR	Instructions Received By Attorney,	NEW TRAK SYSTEM ID
8940		10/07/2010	FOR	completed on 10/7/2010	NEW TRAK SYSTEM ID
8940		10/07/2010	FOR	10/07/10 - 11:27 - 64713	NEW TRAK SYSTEM ID
8940		10/07/2010	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		10/07/2010	FOR	following event: Bid Approved,	NEW TRAK SYSTEM ID
8940		10/07/2010	FOR	completed on 10/7/2010	NEW TRAK SYSTEM ID
8940		10/07/2010	FOR	10/07/10 - 11:27 - 64713	NEW TRAK SYSTEM ID
8940		10/07/2010	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		10/07/2010	FOR	following event: Bidding	NEW TRAK SYSTEM ID
8940		10/07/2010	FOR	Instructions To Attorney, completed	NEW TRAK SYSTEM ID
8940		10/07/2010	FOR	on 10/7/2010	NEW TRAK SYSTEM ID
8940		10/07/2010	FOR	10/07/10 - 11:27 - 64713	NEW TRAK SYSTEM ID
8940		10/07/2010	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		10/07/2010	FOR	following event: Bid Calculation	NEW TRAK SYSTEM ID
8940		10/07/2010	FOR	Completed, completed on 10/7/2010	NEW TRAK SYSTEM ID
8940		10/07/2010	FOR	BIDDING INSTRUCTIONS (609) COMPLETED 10/07/10	EMERLITA MEDRANO
8940		10/07/2010	FOR	BIDDING INSTRUCTIONS (609) UNCOMPLETED	EMERLITA MEDRANO
8940	TREXP	10/07/2010	NT	Information Requested in 15 day letter Not	PETE HOECKER
8940	TREXP	10/07/2010	NT	Received - Request Expired.	PETE HOECKER
8940		10/04/2010	DM	EARLY IND: SCORE 101 MODEL EIFRC	SYSTEM ID
8940		09/28/2010	LMT	FILE CLOSED (7) COMPLETED 09/28/10	TOYOSI ATOLAGBE
8940		09/28/2010	LMT	0000000000 TASK:0000-LMT-REJECTED OPTION 09/28/10	TOYOSI ATOLAGBE

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940		09/28/2010	LMT	REJECTED BY:SERVICER	TOYOSI ATOLAGBE
8940		09/28/2010	LMT	REJECT REASON: OTHER	TOYOSI ATOLAGBE
8940		09/28/2010	LMT	MISSING DOCS	TOYOSI ATOLAGBE
8940	TR15D	09/22/2010	NT	15 Day Letter Sent Requesting Additional	PETE HOECKER-SCRIPT
8940	TR15D	09/22/2010	NT	Information. Offer Expires 10/07/10	PETE HOECKER-SCRIPT
8940	COL09	09/22/2010	CIT	011 DONE 09/22/10 BY TLR 26934	PETE HOECKER-SCRIPT
8940	COL09	09/22/2010	CIT	TSK TYP 607-TRAD TRIAGE REV	PETE HOECKER-SCRIPT
8940	COL09	09/22/2010	CIT	011 Closing CIT 607 - 15 Day Letter Sent	PETE HOECKER-SCRIPT
8940	COL09	09/22/2010	CIT	Requesting Additional Information. Offer	PETE HOECKER-SCRIPT
8940	COL09	09/22/2010	CIT	Expires 10/07/10	PETE HOECKER-SCRIPT
8940		09/22/2010	OL	WDOYHMP Missing Items Letter	PETE HOECKER-SCRIPT
8940		09/21/2010	FSV	INSP TP F RESULTS RCVD; ORD DT=09/15/10	SYSTEM ID
8940		09/21/2010	D28	FORCED BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940	FCLRE	09/20/2010	NT	pp til 10/21/10 in lps	DWAYNE SMITH
8940		09/17/2010	ET	ARM CHANGE NOTICE SCHEDULED FOR 09/20/10	SYSTEM ID
8940		09/17/2010	FOR	TASK:0605-FCL-CHANGD FUPDT 10/21/10	NEW TRAK SYSTEM ID
8940		09/17/2010	DM	TT A3P TIMOTHY J HALLORAN ADV ACCT SI UNDER FCL ,	DARREN DORDE
8940		09/17/2010	DM	FCL SALE DATE AND LOAN MOD IS ON THE PROCESSED ADV	DARREN DORDE
8940		09/17/2010	DM	OF MISSIN INFO	DARREN DORDE
8940		09/17/2010	DM	ACTION/RESULT CD CHANGED FROM BRUN TO BRUN	DARREN DORDE
8940		09/16/2010	FOR	09/16/10 - 17:44 - 11961	NEW TRAK SYSTEM ID
8940		09/16/2010	FOR	Process opened 9/16/2010 by user	NEW TRAK SYSTEM ID
8940		09/16/2010	FOR	Eliza Meza.	NEW TRAK SYSTEM ID
8940		09/16/2010	FOR	09/16/10 - 17:43 - 11961	NEW TRAK SYSTEM ID
8940		09/16/2010	FOR	on	NEW TRAK SYSTEM ID
8940		09/16/2010	FOR	09/16/10 - 17:43 - 11961	NEW TRAK SYSTEM ID
8940		09/16/2010	FOR	User has completed the Sale	NEW TRAK SYSTEM ID
8940		09/16/2010	FOR	Scheduled For data form with the	NEW TRAK SYSTEM ID
8940		09/16/2010	FOR	following entries: Sale	NEW TRAK SYSTEM ID
8940		09/16/2010	FOR	Postponement Reason: : Loss Mitigati	NEW TRAK SYSTEM ID
8940		09/16/2010	FOR	09/16/10 - 17:44 - 11961	NEW TRAK SYSTEM ID
8940		09/16/2010	FOR	/2010. Reason: nt req	NEW TRAK SYSTEM ID
8940		09/16/2010	FOR	09/16/10 - 17:44 - 11961	NEW TRAK SYSTEM ID
8940		09/16/2010	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		09/16/2010	FOR	following event: Sale Scheduled	NEW TRAK SYSTEM ID

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940		09/16/2010	FOR	For. User changed date completed	NEW TRAK SYSTEM ID
8940		09/16/2010	FOR	from 9/20/2010 to completed on 10/21	NEW TRAK SYSTEM ID
8940		09/16/2010	FOR	09/16/10 - 00:00 - 11961	NEW TRAK SYSTEM ID
8940		09/16/2010	FOR	User has edited the Sale Scheduled	NEW TRAK SYSTEM ID
8940		09/16/2010	FOR	For Data Form with the following	NEW TRAK SYSTEM ID
8940		09/16/2010	FOR	entries: - Sale Postponement	NEW TRAK SYSTEM ID
8940		09/16/2010	FOR	Reason: Loss Mitigation 	NEW TRAK SYSTEM ID
8940	FCLRE	09/16/2010	NT	req for pp	DWAYNE SMITH
8940	COL11	09/16/2010	CIT	011 Retarget 607 to teller number 1030	LISA BERINOBIS
8940		09/16/2010	LMT	HARDSHIP AFFDVT RECD (35) COMPLETED 09/16/10	LISA BERINOBIS
8940		09/16/2010	LMT	IRS FORM 4506-T RECD (34) COMPLETED 09/16/10	LISA BERINOBIS
8940		09/16/2010	LMT	FED TAX RETURN RECD (33) COMPLETED 09/16/10	LISA BERINOBIS
8940		09/16/2010	LMT	FINANCIAL STMT RECD (31) COMPLETED 09/16/10	LISA BERINOBIS
8940	DOCEX	09/16/2010	NT	Need: two current bank statments showing direct	LISA BERINOBIS
8940	DOCEX	09/16/2010	NT	deposit of retirement/pension	LISA BERINOBIS
8940	RFDNT	09/16/2010	NT	illness of family member	LISA BERINOBIS
8940	LMT	09/16/2010	NT	Package indicates the property is owner occupied	LISA BERINOBIS
8940		09/16/2010	LMT	BPO ORDERED (4) COMPLETED 09/16/10	LISA BERINOBIS
8940		09/16/2010	LMT	LMT SOLUTN PURSUED (6) COMPLETED 09/16/10	LISA BERINOBIS
8940		09/16/2010	LMT	ASSESS FINANCL PKG (2) COMPLETED 09/16/10	LISA BERINOBIS
8940		09/16/2010	LMT	PURSUE LN MODIFCATN (1000) COMPLETED 09/16/10	LISA BERINOBIS
8940		09/16/2010	LMT	REFERRD TO LOSS MIT (1) COMPLETED 09/16/10	LISA BERINOBIS
8940		09/16/2010	LMT	APPROVED FOR LMT 09/16/10	LISA BERINOBIS
8940	HLDFC	09/16/2010	NT	Confirmed fcl sale set for 9-20 has been pp.	ANNA BECK
8940	HLDFC	09/16/2010	NT	FC_Postponement_Notification : Event Update :	ANNA BECK
8940	HLDFC	09/16/2010	NT	Sandra Garcia, Executive Trustee Services :	ANNA BECK
8940	HLDFC	09/16/2010	NT	9/15/2010 11:29:00 AM User has updated the	ANNA BECK
8940	HLDFC	09/16/2010	NT	system for the following event: Confirmed Sale	ANNA BECK
8940	HLDFC	09/16/2010	NT	Has Been Postponed, completed on 9/15/2010	ANNA BECK
8940	COL11	09/16/2010	CIT	014 DONE 09/16/10 BY TLR 12190	ANNA BECK
8940	COL11	09/16/2010	CIT	TSK TYP 625-FC UPDATE LPS	ANNA BECK
8940	COL11	09/16/2010	CIT	014 Confirmed fcl sale set for 9-20 has been pp.	ANNA BECK
8940	COL11	09/16/2010	CIT	FC_Postponement_Notification : Event Update :	ANNA BECK
8940	COL11	09/16/2010	CIT	Sandra Garcia, Executive Trustee Services :	ANNA BECK
8940	COL11	09/16/2010	CIT	9/15/2010 11:29:00 AM User has updated the	ANNA BECK

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940	COL11	09/16/2010	CIT	system for the following event: Confirmed Sale	ANNA BECK
8940	COL11	09/16/2010	CIT	Has Been Postponed, completed on 9/15/2010	ANNA BECK
8940		09/15/2010	FSV	INSP TYPE F ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
8940		09/15/2010	FOR	09/15/10 - 11:29 - 46514	NEW TRAK SYSTEM ID
8940		09/15/2010	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		09/15/2010	FOR	following event: Confirmed Sale Has	NEW TRAK SYSTEM ID
8940		09/15/2010	FOR	Been Postponed, completed on	NEW TRAK SYSTEM ID
8940		09/15/2010	FOR	9/15/2010	NEW TRAK SYSTEM ID
8940		09/14/2010	FOR	09/14/10 - 15:05 - 74852	NEW TRAK SYSTEM ID
8940		09/14/2010	FOR	p Timeframe: :	NEW TRAK SYSTEM ID
8940		09/14/2010	FOR	09/14/10 - 15:05 - 74852	NEW TRAK SYSTEM ID
8940		09/14/2010	FOR	User has completed the	NEW TRAK SYSTEM ID
8940		09/14/2010	FOR	Postpone_Dtl data form with the	NEW TRAK SYSTEM ID
8940		09/14/2010	FOR	following entries: Instructions: :	NEW TRAK SYSTEM ID
8940		09/14/2010	FOR	please pp fc sale for 30 days for hm	NEW TRAK SYSTEM ID
8940		09/14/2010	FOR	09/14/10 - 00:00 - 74852	NEW TRAK SYSTEM ID
8940		09/14/2010	FOR	User has edited the Postpone_Dtl	NEW TRAK SYSTEM ID
8940		09/14/2010	FOR	Data Form with the following	NEW TRAK SYSTEM ID
8940		09/14/2010	FOR	entries: - Timeframe: 	NEW TRAK SYSTEM ID
8940		09/14/2010	FOR	09/14/10 - 15:05 - 74852	NEW TRAK SYSTEM ID
8940		09/14/2010	FOR	Process opened 9/14/2010 by user	NEW TRAK SYSTEM ID
8940		09/14/2010	FOR	Lance Ollendieck.	NEW TRAK SYSTEM ID
8940		09/14/2010	FOR	09/14/10 - 00:00 - 74852	NEW TRAK SYSTEM ID
8940		09/14/2010	FOR	User has edited the Postpone_Dtl	NEW TRAK SYSTEM ID
8940		09/14/2010	FOR	Data Form with the following	NEW TRAK SYSTEM ID
8940		09/14/2010	FOR	entries: - Instructions: please	NEW TRAK SYSTEM ID
8940		09/14/2010	FOR	pp fc sale for 30 days for hmp 	NEW TRAK SYSTEM ID
8940		09/14/2010	FOR	09/14/10 - 15:05 - 74852	NEW TRAK SYSTEM ID
8940		09/14/2010	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		09/14/2010	FOR	following event: Notify Attorney of	NEW TRAK SYSTEM ID
8940		09/14/2010	FOR	Postponement Request, completed on	NEW TRAK SYSTEM ID
8940		09/14/2010	FOR	9/14/2010	NEW TRAK SYSTEM ID
8940	COL11	09/14/2010	CIT	014 req pp	LANCE OLLENDIECK
8940	HLDFC	09/14/2010	NT	requested to pp fc sale for 30 days for hmp	LANCE OLLENDIECK
8940	HLDFC	09/14/2010	NT	FC_Postponement_Notification : DDF : Lance	LANCE OLLENDIECK

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940	HLDFC	09/14/2010	NT	Ollendieck, GMAC : 9/14/2010 3:05:00 PM User has	LANCE OLLENDIECK
8940	HLDFC	09/14/2010	NT	completed the Postpone_Dtl data form with the	LANCE OLLENDIECK
8940	HLDFC	09/14/2010	NT	following entries: Instructions: : please pp fc	LANCE OLLENDIECK
8940	HLDFC	09/14/2010	NT	sale for 30 days for hmp	LANCE OLLENDIECK
8940	COL04	09/14/2010	CIT	013 DONE 09/14/10 BY TLR 12769	HEATHER FITZPATRICK
8940	COL04	09/14/2010	CIT	TSK TYP 941-TEAM LEAD ELEVA	HEATHER FITZPATRICK
8940	COL04	09/14/2010	CIT	013 CLOSING CIT- ADV 3P THAT ALL NOTICES ARE IN	HEATHER FITZPATRICK
8940	COL04	09/14/2010	CIT	COMPLIANCE. ADV THAT STILL REVIEWING FOR	HEATHER FITZPATRICK
8940	COL04	09/14/2010	CIT	TRAD'L OPTNS, IF LMIT NEEDS MORE TIME TO	HEATHER FITZPATRICK
8940	COL04	09/14/2010	CIT	REVIEW, THEY WILL LOOK AT P/P THE SALE WHICH	HEATHER FITZPATRICK
8940	COL04	09/14/2010	CIT	IS NOT A GRNTEE. ADV THAT DENIED HMP NOT DUE	HEATHER FITZPATRICK
8940	COL04	09/14/2010	CIT	TO DTI RATIO, BUT BECUZ UPB IS HIGHER THE HMP	HEATHER FITZPATRICK
8940	COL04	09/14/2010	CIT	REQUIREMENTS.	HEATHER FITZPATRICK
8940	COL11	09/14/2010	CIT	014 New CIT#625 - FCL Sale Scheduled in next 7	KENT HURLBURT-SCRIPT
8940	COL11	09/14/2010	CIT	days	KENT HURLBURT-SCRIPT
8940	COL04	09/14/2010	CIT	013 FYI-rcvd VM from a3p. rtrnd cll and left 2nd	HEATHER FITZPATRICK
8940	COL04	09/14/2010	CIT	VM to rtrn call. thnks	HEATHER FITZPATRICK
8940	COL04	09/13/2010	CIT	013 FYI-left VM for a3p at #415-788-1900 to rtrn	HEATHER FITZPATRICK
8940	COL04	09/13/2010	CIT	cll. ltr states denied HMP due to unable to	HEATHER FITZPATRICK
8940	COL04	09/13/2010	CIT	use pension income, but denied for UPB being	HEATHER FITZPATRICK
8940	COL04	09/13/2010	CIT	\$1,017,158 which is over \$729k limit for HMP	HEATHER FITZPATRICK
8940	COL04	09/13/2010	CIT	reqmnts. also all notices are snt in cmplinc	HEATHER FITZPATRICK
8940	COL04	09/13/2010	CIT	w/CA and HAMP regulations. thnks.	HEATHER FITZPATRICK
8940	COL04	09/13/2010	CIT	013 new cit 941-trking info snt to dftl supprt	HEATHER FITZPATRICK
8940	COL04	09/13/2010	CIT	group. thnks	HEATHER FITZPATRICK
8940	COL04	09/13/2010	CIT	012 DONE 09/13/10 BY TLR 12769	HEATHER FITZPATRICK
8940	COL04	09/13/2010	CIT	TSK TYP 941-TEAM LEAD ELEVA	HEATHER FITZPATRICK
8940	COL04	09/13/2010	CIT	012 retargeting to 941-advised a3p that if LMT	HEATHER FITZPATRICK
8940	COL04	09/13/2010	CIT	needs more time to review for trad'l, can look	HEATHER FITZPATRICK
8940	COL04	09/13/2010	CIT	into p/p the sale. 3p adv snt ltr that not in	HEATHER FITZPATRICK
8940	COL04	09/13/2010	CIT	cmplanc w/FCL notice pcedrs for CA. adv will	HEATHER FITZPATRICK
8940	COL04	09/13/2010	CIT	frwr ltr to apprprt group and will follwup	HEATHER FITZPATRICK
8940	COL04	09/13/2010	CIT	whn hear rspons. adv shw info rcvd 9/9 for mod	HEATHER FITZPATRICK
8940	COL04	09/13/2010	CIT	review, need allw time to revw to mk sure	HEATHER FITZPATRICK
8940	COL04	09/13/2010	CIT	cmplt. adv review TAT.	HEATHER FITZPATRICK

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8940	COL04	09/13/2010	CIT	012 cit# 940, a3p wanted to speak to super in	TRAVIS FULLER
8940	COL04	09/13/2010	CIT	regards to extra fees and the foreclosure sale	TRAVIS FULLER
8940	COL04	09/13/2010	CIT	being scheduled for 09/20.	TRAVIS FULLER
8940		09/13/2010	DM	TIMOTHY HOLLARAN CI, VI, STATED THAT HE SENT US AN	TRAVIS FULLER
8940		09/13/2010	DM	OFFER OF SETTLEMENT, ADVISED WE ARE CURRENTLY IN	TRAVIS FULLER
8940		09/13/2010	DM	REVIEW FOR TRADITINAL IN HOUSE OP TINS AND IS	TRAVIS FULLER
8940		09/13/2010	DM	DENEID FOR HMP DUE TO PRINCIPAL BALANCE, ADVISED	TRAVIS FULLER
8940		09/13/2010	DM	SINCE REVIEWING FOR TRAD, WILL REQUEST PP OF FCL,	TRAVIS FULLER
8940		09/13/2010	DM	A3P STATED WANTED TO TALK TO SUPER, TRANSFERED OVE	TRAVIS FULLER
8940		09/13/2010	DM	ACTION/RESULT CD CHANGED FROM BRUN TO BRUN	TRAVIS FULLER
8940		09/10/2010	CBR	CR BUR RPT STATUS=N;EXPIRE DT = 11/03/10	SYSTEM ID
8940		09/10/2010	DM	TTUNAUTH3P:TONYA HILL, CI FOR EMAIL ADDRESS TO	SHERENDON JOHNSON
8940		09/10/2010	DM	SEND PKG. ADV OF EMAIL ADDRESS	SHERENDON JOHNSON
8940		09/10/2010	DM	FINANCIALPACKAGE@GMACM.COM	SHERENDON JOHNSON
8940		09/10/2010	DM	ACTION/RESULT CD CHANGED FROM NOTE TO BRUN	SHERENDON JOHNSON
8940		09/10/2010	DM	TT A3P FROM ATTY OFFICE CI TO INQ E-MAIL ADD	JOSE ZUNIGA
8940		09/10/2010	DM	FROM LMT ADV XFER TO LMT DUE TO LOAN ALERT FOR	JOSE ZUNIGA
8940		09/10/2010	DM	STATUS OF LN JOSEZ/8/977086	JOSE ZUNIGA
8940		09/10/2010	DM	ACTION/RESULT CD CHANGED FROM NOTE TO NOTE	JOSE ZUNIGA
8940		09/10/2010	OL	WDOYLM - DENIAL LETTER	TOSHA DIEHL MOWATT
8940	COL09	09/10/2010	CIT	011 New CIT#607, account is not elig ble for the	TOSHA DIEHL MOWATT
8940	COL09	09/10/2010	CIT	HMP Program due to principle balance.	TOSHA DIEHL MOWATT
8940	COL09	09/10/2010	CIT	Referring for Traditional Workout review.	TOSHA DIEHL MOWATT
8940	UNTPB	09/10/2010	NT	Account is not elig ble for HMP Program due to	TOSHA DIEHL MOWATT
8940	UNTPB	09/10/2010	NT	principle balance/unit check.	TOSHA DIEHL MOWATT
8940	COL09	09/10/2010	CIT	010 DONE 09/10/10 BY TLR 07038	TOSHA DIEHL MOWATT
8940	COL09	09/10/2010	CIT	TSK TYP 854-CORE CASH FLOW	TOSHA DIEHL MOWATT
8940	COL09	09/10/2010	CIT	010 Close CIT#854: Failed UPB Test. Referring for	TOSHA DIEHL MOWATT
8940	COL09	09/10/2010	CIT	traditional workout review.	TOSHA DIEHL MOWATT
8940		09/09/2010	HMP	FINANCIAL INFORMATION COLLECTED FOR HMP	DANIELLE HAZLETT
8940		09/09/2010	HMP	LMT BORR FIN REC ADDED	DANIELLE HAZLETT
8940	COL13	09/09/2010	CIT	010 New CIT#854, Rcvd complete wout package see	DANIELLE HAZLETT
8940	COL13	09/09/2010	CIT	prev notes, Imaged as wout, mhoppe5829	DANIELLE HAZLETT
8940	CMPPK	09/09/2010	NT	Fax Received -Borrower Financial Stmt,Hardship	DANIELLE HAZLETT
8940	CMPPK	09/09/2010	NT	letter,Hardship affidavit,4506 T,Proof of Pension	DANIELLE HAZLETT

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8940	CMPK	09/09/2010	NT	Borr -mhoppe5829	DANIELLE HAZLETT
8940		09/09/2010	DM	DFLT REASON 1 CHANGED TO: ILLNESS OF FAMILY MEM	DANIELLE HAZLETT
8940		09/09/2010	DM	ACTION/RESULT CD CHANGED FROM OAAI TO NOTE	DANIELLE HAZLETT
8940		09/08/2010	DM	CONT.....ADV OF LMT FX & ADDRESS, ADV OF FCL	MICHELLE PARDUE
8940		09/08/2010	DM	ATTY INFO	MICHELLE PARDUE
8940		09/08/2010	DM	ACTION/RESULT CD CHANGED FROM BRUN TO OAAI	MICHELLE PARDUE
8940		09/08/2010	DM	TT A3P TIMOTHY J HALLORAN CALLED IN ADV OWES FOR	MICHELLE PARDUE
8940		09/08/2010	DM	01/10-09/10 ADD FCL SALE DATE ADV TAD W/O ATTY	MICHELLE PARDUE
8940		09/08/2010	DM	FEES CAN YOU REIN TODAY A3P ADV NO CALLING ABOUT	MICHELLE PARDUE
8940		09/08/2010	DM	THE MOD AND ADV HE IS FX ADDTL INFO ON THE FINS	MICHELLE PARDUE
8940		09/08/2010	DM	ADV NO GAURANTEE ON FCL HLD ADV WE COULD TRY FOR A	MICHELLE PARDUE
8940		09/08/2010	DM	FCL HOLD 7DAY OR LESS WITHIN SALE DATE.	MICHELLE PARDUE
8940		09/08/2010	DM	ACTION/RESULT CD CHANGED FROM BRUN TO BRUN	MICHELLE PARDUE
8940		09/03/2010	FOR	09/02/10 - 18:13 - 84378	NEW TRAK SYSTEM ID
8940		09/03/2010	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		09/03/2010	FOR	following event: Bid Calculation	NEW TRAK SYSTEM ID
8940		09/03/2010	FOR	Completed, completed on 9/2/2010	NEW TRAK SYSTEM ID
8940		09/03/2010	FOR	09/02/10 - 18:13 - 84378	NEW TRAK SYSTEM ID
8940		09/03/2010	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		09/03/2010	FOR	following event: Bid Approved,	NEW TRAK SYSTEM ID
8940		09/03/2010	FOR	completed on 9/2/2010	NEW TRAK SYSTEM ID
8940		09/03/2010	FOR	09/02/10 - 18:13 - 84378	NEW TRAK SYSTEM ID
8940		09/03/2010	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		09/03/2010	FOR	following event: Bidding	NEW TRAK SYSTEM ID
8940		09/03/2010	FOR	Instructions To Attorney, completed	NEW TRAK SYSTEM ID
8940		09/03/2010	FOR	on 9/2/2010	NEW TRAK SYSTEM ID
8940		09/03/2010	FOR	09/02/10 - 18:13 - 84378	NEW TRAK SYSTEM ID
8940		09/03/2010	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		09/03/2010	FOR	following event: Bidding	NEW TRAK SYSTEM ID
8940		09/03/2010	FOR	Instructions Received By Attorney,	NEW TRAK SYSTEM ID
8940		09/03/2010	FOR	completed on 9/2/2010	NEW TRAK SYSTEM ID
8940		09/02/2010	DM	EARLY IND: SCORE 101 MODEL EIFRC	SYSTEM ID
8940		09/02/2010	FOR	BIDDING INSTRUCTIONS (609) COMPLETED 09/02/10	GILLIAN MARTIL
8940		08/30/2010	DM	A3P TIMOTHY J HALLORAN VAI:ADV FCL,FCL S/D,CC,CRD	JAMES LEWIS
8940		08/30/2010	DM	LC:A3P CI IN RESPONSE TO MISS CALL.ADV A3P THE CL	JAMES LEWIS

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8940		08/30/2010	DM	WAS TO ADV OF MISS DOCS.A3P STTD INCOME THAT IS	JAMES LEWIS
8940		08/30/2010	DM	OTHER IS FUTURE.ADV MUST PROVE ALL INC OR SEND UPD	JAMES LEWIS
8940		08/30/2010	DM	ATED FIN.CN NT REIN.ADV MUST RECD CMPPK 7DAYS PRIO	JAMES LEWIS
8940		08/30/2010	DM	R TO FCL S/D.	JAMES LEWIS
8940		08/30/2010	DM	ACTION/RESULT CD CHANGED FROM LMDC TO BRUN	JAMES LEWIS
8940		08/30/2010	FOR	Sale scheduled	ERIKA PUENTES
8940		08/30/2010	FOR	TASK:0605-FCL-CHANGD FUPDT 09/20/10	ERIKA PUENTES
8940	CREDIT	08/27/2010	NT	Ordered Credit Report	TOSHA DIEHL MOWATT
8940		08/27/2010	DM	LEFT MESSAGE FOR A3P, COLEEN HALLORAN, TO CONTACT	TOYOSI ATOLAGBE
8940		08/27/2010	DM	GMAC.....	TOYOSI ATOLAGBE
8940		08/27/2010	DM	IF/WHEN BWR OR A3P CALLS, PLEASE REFER TO POILT	TOYOSI ATOLAGBE
8940		08/27/2010	DM	NOTE BELOW AND INFORM OF MISSING DOCS. THANK YOU.	TOYOSI ATOLAGBE
8940		08/27/2010	DM	TOYOSI	TOYOSI ATOLAGBE
8940		08/27/2010	DM	ACTION/RESULT CD CHANGED FROM LMDC TO LMDC	TOYOSI ATOLAGBE
8940	POILT	08/27/2010	NT	Missing current proof of income noted unther	TOYOSI ATOLAGBE
8940	POILT	08/27/2010	NT	"Other monthly income" on Fin Analysis form.	TOYOSI ATOLAGBE
8940	POILT	08/27/2010	NT	Fin Ana form indicates that bwr is unemployed	TOYOSI ATOLAGBE
8940	POILT	08/27/2010	NT	as of 8/1/10. toyosi	TOYOSI ATOLAGBE
8940		08/27/2010	DM	ACTION/RESULT CD CHANGED FROM OAAI TO LMDC	TOYOSI ATOLAGBE
8940	COL12	08/27/2010	CIT	009 Missing current proof of income noted unther	TOYOSI ATOLAGBE
8940	COL12	08/27/2010	CIT	"Other monthly income" on Fin Analysis form.	TOYOSI ATOLAGBE
8940	COL12	08/27/2010	CIT	Fin Ana form indicates that bwr is unemployed	TOYOSI ATOLAGBE
8940	COL12	08/27/2010	CIT	as of 8/1/10. toyosi	TOYOSI ATOLAGBE
8940		08/26/2010	FOR	08/25/10 - 18:11 - 46288	NEW TRAK SYSTEM ID
8940		08/26/2010	FOR	A fees and costs Response Comment	NEW TRAK SYSTEM ID
8940		08/26/2010	FOR	has been completed for this loan by	NEW TRAK SYSTEM ID
8940		08/26/2010	FOR	Cornell Lang	NEW TRAK SYSTEM ID
8940		08/26/2010	FOR	08/25/10 - 18:11 - 46288	NEW TRAK SYSTEM ID
8940		08/26/2010	FOR	Fees and costs response: Good	NEW TRAK SYSTEM ID
8940		08/26/2010	FOR	Through:9/19/2010 Fees: 650.00	NEW TRAK SYSTEM ID
8940		08/26/2010	FOR	Costs: 1885.23 Comment:	NEW TRAK SYSTEM ID
8940		08/26/2010	FOR	08/25/10 - 18:11 - 46288	NEW TRAK SYSTEM ID
8940		08/26/2010	FOR	equested processes.	NEW TRAK SYSTEM ID
8940		08/26/2010	FOR	08/25/10 - 18:11 - 46288	NEW TRAK SYSTEM ID
8940		08/26/2010	FOR	Intercom From: Cornell Lang,	NEW TRAK SYSTEM ID

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8940		08/26/2010	FOR	at-exet - To: Celeste Soriano	NEW TRAK SYSTEM ID
8940		08/26/2010	FOR	(GMAC) / Message: Fees and costs	NEW TRAK SYSTEM ID
8940		08/26/2010	FOR	have been submitted for all of the r	NEW TRAK SYSTEM ID
8940		08/26/2010	OL	WDOYLM - DENIAL LETTER	TOSHA DIEHL-MOWATT
8940	COL09	08/26/2010	CIT	009 New CIT#835, account is not elig ble for the	TOSHA DIEHL-MOWATT
8940	COL09	08/26/2010	CIT	HMP Program due to principle balance.	TOSHA DIEHL-MOWATT
8940	COL09	08/26/2010	CIT	Referring for Traditional Workout review.	TOSHA DIEHL-MOWATT
8940	UNTPB	08/26/2010	NT	Account is not elig ble for HMP Program due to	TOSHA DIEHL-MOWATT
8940	UNTPB	08/26/2010	NT	principle balance/unit check.	TOSHA DIEHL-MOWATT
8940	COL09	08/26/2010	CIT	008 DONE 08/26/10 BY TLR 01918	TOSHA DIEHL-MOWATT
8940	COL09	08/26/2010	CIT	TSK TYP 854-CORE CASH FLOW	TOSHA DIEHL-MOWATT
8940	COL09	08/26/2010	CIT	008 Close CIT#854: Failed UPB Test. Referring for	TOSHA DIEHL-MOWATT
8940	COL09	08/26/2010	CIT	traditional workout review.	TOSHA DIEHL-MOWATT
8940	EOY50	08/26/2010	CIT	007 DONE 08/26/10 BY TLR 01504	RACHEL KRUGER
8940	EOY50	08/26/2010	CIT	TSK TYP 155-CC TRACK - LM F	RACHEL KRUGER
8940	EOY50	08/26/2010	CIT	007 CIT closed - LM pkg received.	RACHEL KRUGER
8940		08/25/2010	FOR	08/25/10 - 01:45 - 64282	NEW TRAK SYSTEM ID
8940		08/25/2010	FOR	A fees and costs request has been	NEW TRAK SYSTEM ID
8940		08/25/2010	FOR	entered for this loan by Celeste	NEW TRAK SYSTEM ID
8940		08/25/2010	FOR	Soriano, good through 9/19/2010	NEW TRAK SYSTEM ID
8940		08/25/2010	FOR	PRE-SALE REDEMPTION (603) COMPLETED 08/25/10	NEW TRAK SYSTEM ID
8940		08/25/2010	DM	CONT.. WHNE WE'RE A LITTLE CLOSER TO THE SALE	NICOLE GENGLER
8940		08/25/2010	DM	DATE, STATED IF NO PP OF SALE, WILL FILE BK, ADV	NICOLE GENGLER
8940		08/25/2010	DM	TAT, LETS TRY FOR MOD FIRST, STATED OK	NICOLE GENGLER
8940		08/25/2010	DM	ACTION/RESULT CD CHANGED FROM BRUN TO OAAI	NICOLE GENGLER
8940		08/25/2010	DM	A3P TIMOTHY J HALLORAN CI.VI.STATED CALLING B/C IN	NICOLE GENGLER
8940		08/25/2010	DM	FCL AND SALE DATE IS 09/20, SUBMITTED A PKG AND	NICOLE GENGLER
8940		08/25/2010	DM	WANTS TO TALK WITH THE NEGOTIATOR, ADV PKG JUST	NICOLE GENGLER
8940		08/25/2010	DM	REC'D TODAY, NOTHING ADDITIONAL REQUESTED AT THIS	NICOLE GENGLER
8940		08/25/2010	DM	TIME, TAT, CAN CONTINUE TO CALL FOR STATUS IF	NICOLE GENGLER
8940		08/25/2010	DM	WOULD LIKE AND WILL MAKE REQUEST TO PP SALE...	NICOLE GENGLER
8940		08/25/2010	DM	ACTION/RESULT CD CHANGED FROM NOTE TO BRUN	NICOLE GENGLER
8940	CBR	08/25/2010	NT	Suppressed Credit due to (Loan Modification).	API CSRV
8940	CBR	08/25/2010	NT	Suppression will expire (11/03/10).	API CSRV
8940	CIT	08/25/2010	NT	CIT155 - LM package sent	API CSRV

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8940		08/25/2010	HMP	FINANCIAL INFORMATION COLLECTED FOR HMP	MAHESH DODDI
8940		08/25/2010	HMP	LMT BORR FIN REC ADDED	MAHESH DODDI
8940	COL08	08/25/2010	CIT	008 New CIT 854: Rcvd wout package, see prev	MAHESH DODDI
8940	COL08	08/25/2010	CIT	notes-Missing docs: POI for B1, Imaged as	MAHESH DODDI
8940	COL08	08/25/2010	CIT	WOUT. ICT-Amccahen7605	MAHESH DODDI
8940	SUFPK	08/25/2010	NT	Fax Received -Hardship affidavit,Hardship	MAHESH DODDI
8940	SUFPK	08/25/2010	NT	letter,Borrower Financial Stmt,4506 T,Other	MAHESH DODDI
8940	SUFPK	08/25/2010	NT	utility bill, 2 paystubs for Colleen halloran, 1	MAHESH DODDI
8940	SUFPK	08/25/2010	NT	paystub w/ no name, POA, -ICT-Amccahen7605	MAHESH DODDI
8940		08/25/2010	DM	DFLT REASON 1 CHANGED TO: ILLNESS OF MORTGAGOR	MAHESH DODDI
8940		08/25/2010	DM	DFLT REASON 2 CHANGED TO: CURTAILMENT OF INCOME	MAHESH DODDI
8940		08/25/2010	DM	ACTION/RESULT CD CHANGED FROM BRTR TO NOTE	MAHESH DODDI
8940	BRA	08/24/2010	NT	ATTY CORRSP RCVD: Brwr is rep by atty. Updated	MELISSA MATTHIAS
8940	BRA	08/24/2010	NT	DCC to stop cls. No request w/i corrsp to chng	MELISSA MATTHIAS
8940	BRA	08/24/2010	NT	mailing add/ph #s. snt ltr adv of update. reply	MELISSA MATTHIAS
8940	BRA	08/24/2010	NT	ltr to be imaged.	MELISSA MATTHIAS
8940		08/24/2010	OL	WDOYCUS - UPDATED RECORDS	MELISSA MATTHIAS
8940	INQ30	08/24/2010	CIT	005 DONE 08/24/10 BY TLR 01250	KAREN BASS
8940	INQ30	08/24/2010	CIT	TSK TYP 255-CC COR TRACKING	KAREN BASS
8940	INQ30	08/24/2010	CIT	005 closing cit 255: sent 2:18 ltr adv auth added	KAREN BASS
8940	INQ30	08/24/2010	CIT	for timothy j halloran. see auth gl nt dtd	KAREN BASS
8940	INQ30	08/24/2010	CIT	8/24/10. fwd to bra def supp for updt. req	KAREN BASS
8940	INQ30	08/24/2010	CIT	loss mit pkg per atty req & cit 155 opened.	KAREN BASS
8940	INQ30	08/24/2010	CIT	kb 7436	KAREN BASS
8940	INQ30	08/24/2010	CIT	007 A3P cld, advised will mail financial package	KAREN BASS
8940	INQ30	08/24/2010	CIT	information. Provided expectations.	KAREN BASS
8940		08/24/2010	OL	WDOYWDOYCUS - AUTHORIZATION CONFIRMATION	KAREN BASS
8940	SUTH	08/24/2010	NT	added auth for atty Timothy J Halloran of Murphy	KAREN BASS
8940	SUTH	08/24/2010	NT	Pearson Bradley & Feeney. auth for Colleen	KAREN BASS
8940	SUTH	08/24/2010	NT	Halloran was prev added 8/08. kb 7436	KAREN BASS
8940	INQ	08/24/2010	NT	ua3p tonya hill, inq to auth, expld shows rec'd	TERESA BAULER
8940	INQ	08/24/2010	NT	and in process of review, advsd to allw few more	TERESA BAULER
8940	INQ	08/24/2010	NT	days fro reivew, as not clear to me on image if we	TERESA BAULER
8940	INQ	08/24/2010	NT	can allw auth, as cust didnt sign the auth the	TERESA BAULER
8940	INQ	08/24/2010	NT	person with poa did, teresa b4119	TERESA BAULER

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8940	INQ30	08/24/2010	CIT	006 DONE 08/24/10 BY TLR 01250	KAREN BASS
8940	INQ30	08/24/2010	CIT	TSK TYP 255-CC COR TRACKING	KAREN BASS
8940	INQ30	08/24/2010	CIT	006 closing cit 255: duplicate. see cit 990 005.	KAREN BASS
8940	INQ30	08/24/2010	CIT	kb 7436	KAREN BASS
8940		08/24/2010	DM	U3P TONYA HILL CI ADV NT AUTH U3P SD HS SNT PPWK	AMY PENROD
8940		08/24/2010	DM	SVRL TIMES TO DIFF FAX #S CLD NT CONF IN LKING	AMY PENROD
8940		08/24/2010	DM	GLS BC CN'T ACCESS XFER TO CC SPCLTY QUE	AMY PENROD
8940		08/24/2010	DM	WANTS TO RCV A CALL FROM GMAC TODAY,U3P GAVE HIS	AMY PENROD
8940		08/24/2010	DM	ACTION/RESULT CD CHANGED FROM NOTE TO BRTR	AMY PENROD
8940	INQ45	08/23/2010	CIT	006 new cit 990, recvd general POA. Imaged as	JULIET ODULIO
8940	INQ45	08/23/2010	CIT	ARTP, Case ID # 4398144 /julieto8976865	JULIET ODULIO
8940		08/23/2010	DM	TT U3P TIMOTHY HALLORAN,GAVE LAST 4 DIGITS OF SSN	BRANDON TOMLIN
8940		08/23/2010	DM	OF HIS CLIENT,SAID HE'S A LAWYER,ADV NO AUTH FOR	BRANDON TOMLIN
8940		08/23/2010	DM	HIM INDICATED,GAVE FAX# WHERE TO SEND AUTH,SAID	BRANDON TOMLIN
8940		08/23/2010	DM	WANTS TO RCV A CALL FROM GMAC TODAY,U3P GAVE HIS	BRANDON TOMLIN
8940		08/23/2010	DM	#,ADV CAN'T PROVIDE ANY INFO,ADV TO HAVE THE	BRANDON TOMLIN
8940		08/23/2010	DM	BORROWER CALL US	BRANDON TOMLIN
8940		08/23/2010	DM	ACTION/RESULT CD CHANGED FROM NOTE TO NOTE	BRANDON TOMLIN
8940		08/20/2010	FSV	INSP TP F RESULTS RCVD; ORD DT=08/16/10	SYSTEM ID
8940		08/20/2010	PAY	AMENDED: ADDL F/C ARE \$2083.20,BPO	
8940		08/20/2010	PAY	INT TO 083110 EXP DT 083110 AMT 1077117.46	
8940		08/19/2010	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		08/18/2010	ET	ARM CHANGE NOTICE SCHEDULED FOR 08/19/10	SYSTEM ID
8940		08/18/2010	DM	TT U3P NO AUTH ADV NO AUTH ADV TO AUTH GV FAX	NAKIA ALI
8940		08/18/2010	DM	ACTION/RESULT CD CHANGED FROM BRUN TO NOTE	NAKIA ALI
8940		08/16/2010	FSV	INSP TYPE F ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
8940		08/16/2010	DM	TT U3P/ADV OF AUTH LTR TIMELINE/ADV TO CALLBACK	SAMUEL SANDLIN
8940		08/16/2010	DM	TOMM TO SEE IF FAX RECVD/ADV OF WEBSITE TO LOOK AT	SAMUEL SANDLIN
8940		08/16/2010	DM	MOD APPLICAGION/SSANDLIN6324	SAMUEL SANDLIN
8940		08/16/2010	DM	ACTION/RESULT CD CHANGED FROM NOTE TO BRUN	SAMUEL SANDLIN
8940		08/16/2010	NT	Reinstatement QUOTE G/T 8/30/10	SHANON DE'ARMAN
8940		08/16/2010	NT	4PMTS \$12,424.80	SHANON DE'ARMAN
8940		08/16/2010	NT	4PMTS \$13,652.56	SHANON DE'ARMAN
8940		08/16/2010	NT	Late Charges \$1,096.16	SHANON DE'ARMAN
8940		08/16/2010	NT	Property Inspections \$114.25	SHANON DE'ARMAN

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8940		08/16/2010	NT	Corp Advance 3 DRM \$166.00	SHANON DE'ARMAN
8940		08/16/2010	NT	Payoff Charges \$30.00	SHANON DE'ARMAN
8940		08/16/2010	NT	Foreclosure fees and costs \$1,985.20	SHANON DE'ARMAN
8940		08/16/2010	NT	Total Reinstatement \$29,468.97	SHANON DE'ARMAN
8940	INQ45	08/14/2010	CIT	005 new CIT 990 auth POA imaged under ARTP kana	GIOVANNI HONRUBIA
8940	INQ45	08/14/2010	CIT	case ID: 4390171 giovanni h8976893	GIOVANNI HONRUBIA
8940		08/13/2010	CBR	FORECLOSURE STARTED	SYSTEM ID
8940		08/13/2010	CBR	DELINQUENT: 180+ DAYS	SYSTEM ID
8940	PAY	08/13/2010	NT	addl f/c are \$2083.20,bpo \$83,pir \$15,atty f/c	NOVELETTE ROBINSON
8940	PAY	08/13/2010	NT	\$1985.20 g/t 08-31-10.	NOVELETTE ROBINSON
8940		08/13/2010	PAY	ORIG TO: ADDL F/C ARE \$2083.20,BPO	NOVELETTE ROBINSON
8940		08/13/2010	PAY	INT TO 083110 EXP DT 083110 AMT 1077106.21	NOVELETTE ROBINSON
8940		08/13/2010	DM	U3P CLD IN..WANTED TO DISCUSS THE ACC. ADV HIM NOT	MARY ANDERSON
8940		08/13/2010	DM	AUTHORIZED..PROVIDED FAX TO SEND IN	MARY ANDERSON
8940		08/13/2010	DM	ACTION/RESULT CD CHANGED FROM NOTE TO NOTE	MARY ANDERSON
8940		08/13/2010	DM	TT UA3P,UA3P ASK IF WE DO LOAN MOD. ADV YES WE	RACQUEL DOLOT
8940		08/13/2010	DM	HAVE THAT OPTION FOR CLIENTS. ASK FOR NAME ON	RACQUEL DOLOT
8940		08/13/2010	DM	ACCOUNT. ADV I CAN ONLY GIVE HIM GEN INFO.	RACQUEL DOLOT
8940		08/13/2010	DM	TRANSFER TO LM.	RACQUEL DOLOT
8940		08/13/2010	DM	ACTION/RESULT CD CHANGED FROM OAPC TO NOTE	RACQUEL DOLOT
8940		08/11/2010	FOR	08/11/10 - 11:43 - 30479	NEW TRAK SYSTEM ID
8940		08/11/2010	FOR	Estimated foreclosure fees and	NEW TRAK SYSTEM ID
8940		08/11/2010	FOR	costs good through 9/20/2010 are	NEW TRAK SYSTEM ID
8940		08/11/2010	FOR	\$2,440.00 (DIS)	NEW TRAK SYSTEM ID
8940		08/11/2010	FOR	08/11/10 - 11:46 - 30479	NEW TRAK SYSTEM ID
8940		08/11/2010	FOR	Process opened 8/11/2010 by user	NEW TRAK SYSTEM ID
8940		08/11/2010	FOR	Connie Canada.	NEW TRAK SYSTEM ID
8940		08/11/2010	FOR	08/11/10 - 11:46 - 30479	NEW TRAK SYSTEM ID
8940		08/11/2010	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		08/11/2010	FOR	following event: Sale Scheduled	NEW TRAK SYSTEM ID
8940		08/11/2010	FOR	For, completed on 9/20/2010 (DIS)	NEW TRAK SYSTEM ID
8940		08/11/2010	FOR	SALE SCHEDULED (604) COMPLETED 08/11/10	NEW TRAK SYSTEM ID
8940		08/11/2010	FOR	TASK:0605-FCL-CHANGD FUPDT 09/20/10	NEW TRAK SYSTEM ID
8940	SKIP	08/09/2010	NT	Account sent to Penncro.	JAMIE KLATT
8940	SKIP	08/06/2010	NT	Account sent to Penncro.	JAMIE KLATT

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8940	SKIP	08/05/2010	NT	Account sent to Penncro.	JAMIE KLATT
8940	SKIP	08/04/2010	NT	415 7318936 answering machine full no message	KATRINA JORDAN
8940	SKIP	08/04/2010	NT	penncro	KATRINA JORDAN
8940	SKIP	08/04/2010	NT	Account sent to Penncro.	JAMIE KLATT
8940		08/03/2010	DM	EARLY IND: SCORE 101 MODEL EIFRC	SYSTEM ID
8940	SKIP	08/03/2010	NT	415) 731-8936 NO ANSWER	JOSE ALONZO
8940	SKIP	08/03/2010	NT	206) 417-8288 answering machine no message left	JOSE ALONZO
8940	SKIP	08/03/2010	NT	penncro	JOSE ALONZO
8940	SKIP	08/03/2010	NT	Account sent to Penncro.	JAMIE KLATT
8940	SKIP	08/03/2010	NT	Account sent to Penncro.	JUSTIN GRIFFIN
8940		07/30/2010	FSV	INSP TP F RESULTS RCVD; ORD DT=07/16/10	SYSTEM ID
8940	SKIP	07/30/2010	NT	206 4178288 NO MESSAGE LEFT PENNCRO	EDMAR GUTIERREZ
8940	SKIP	07/30/2010	NT	Account sent to Penncro.	JUSTIN GRIFFIN
8940	SKIP	07/29/2010	NT	206.417.8288 NO MESSAGE LEFT...	NOEMI VELEZ
8940	SKIP	07/29/2010	NT	PENNCRO	NOEMI VELEZ
8940	SKIP	07/29/2010	NT	415.731.8936 NO ANSWER...PENNCRO	NOEMI VELEZ
8940	SKIP	07/29/2010	NT	Account sent to Penncro.	APRIL LEE
8940	SKIP	07/29/2010	NT	Account sent to Penncro.	JUSTIN GRIFFIN
8940	SKIP	07/27/2010	NT	Account sent to Penncro.	JUSTIN GRIFFIN
8940	SKIP	07/26/2010	NT	Account sent to Penncro.	JUSTIN GRIFFIN
8940		07/20/2010	D28	FORCED BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		07/16/2010	FSV	INSP TYPE F ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
8940		07/16/2010	ET	ARM CHANGE NOTICE SCHEDULED FOR 07/19/10	SYSTEM ID
8940	STOP	07/14/2010	NT	Returned to Ecom Ebox for \$3550.16 as 1 of 7	MARIA HERNANDEZ
8940	STOP	07/14/2010	NT	paymts due	MARIA HERNANDEZ
8940		07/09/2010	CBR	FORECLOSURE STARTED	SYSTEM ID
8940		07/09/2010	CBR	DELINQUENT: 180+ DAYS	SYSTEM ID
8940		07/02/2010	DM	EARLY IND: SCORE 101 MODEL EIFRC	SYSTEM ID
8940	CSH05	06/29/2010	CIT	004 DONE 06/29/10 BY TLR 14813	KAMAE LINDO
8940	CSH05	06/29/2010	CIT	TSK TYP 827-LOSS MIT INSTRU	KAMAE LINDO
8940		06/22/2010	FSV	INSP TP F RESULTS RCVD; ORD DT=06/16/10	SYSTEM ID
8940		06/21/2010	OL	WDOYCUS-PMT PROCESSING PART OF TOTAL DUE	EVELYN GONZALEZ
8940	STOP	06/21/2010	NT	Sent check for \$865.65 to cus as 0 of 6 pymts	EVELYN GONZALEZ
8940	STOP	06/21/2010	NT	due	EVELYN GONZALEZ
8940		06/21/2010	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940		06/18/2010	CBR	FORECLOSURE STARTED	SYSTEM ID
8940		06/18/2010	CBR	DELINQUENT: 150 DAYS	SYSTEM ID
8940	STOP	06/18/2010	NT	Returned to Ecom Ebox for \$3279.33 per cit 827	MARIA HERNANDEZ
8940		06/17/2010	ET	ARM CHANGE NOTICE SCHEDULED FOR 06/18/10	SYSTEM ID
8940		06/16/2010	FSV	INSP TYPE F ORDERED; REQ CD =SCRIPT	SYSTEM ID
8940		06/16/2010	FOR	06/16/10 - 09:16 - 30479	NEW TRAK SYSTEM ID
8940		06/16/2010	FOR	on 6/16/2010. Reason: TSG Received	NEW TRAK SYSTEM ID
8940		06/16/2010	FOR	date has been updated (DIS)	NEW TRAK SYSTEM ID
8940		06/16/2010	FOR	06/16/10 - 09:16 - 30479	NEW TRAK SYSTEM ID
8940		06/16/2010	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		06/16/2010	FOR	following event: TSG Report	NEW TRAK SYSTEM ID
8940		06/16/2010	FOR	Received. User changed date	NEW TRAK SYSTEM ID
8940		06/16/2010	FOR	completed from 6/7/2010 to completed	NEW TRAK SYSTEM ID
8940	FSV	06/16/2010	NT	Loan on Resi 2501 report, Ran script to order	VANESSA PADGETT
8940	FSV	06/16/2010	NT	inspection if needed.	VANESSA PADGETT
8940	COL19	06/14/2010	CIT	004 please send funds back no active plan on this	JOHN HARMS
8940	COL19	06/14/2010	CIT	account	JOHN HARMS
8940	CSH05	06/11/2010	CIT	004 New cit 827 - Received \$4144.98 in 1u, please	KAMAE LINDO
8940	CSH05	06/11/2010	CIT	advise if fund should be posted or returned.	KAMAE LINDO
8940	PENSK	06/09/2010	NT	Account placed with Penncro for skip	SAUL SORIANO
8940	PENSK	06/09/2010	NT	tracing and contact verification	SAUL SORIANO
8940	PENSK	06/08/2010	NT	Account placed with Penncro for skip	SAUL SORIANO
8940	PENSK	06/08/2010	NT	tracing and contact verification	SAUL SORIANO
8940		06/07/2010	FOR	06/07/10 - 17:16 - 30479	NEW TRAK SYSTEM ID
8940		06/07/2010	FOR	on 6/7/2010. Reason: TSG Received	NEW TRAK SYSTEM ID
8940		06/07/2010	FOR	date has been updated (DIS)	NEW TRAK SYSTEM ID
8940		06/07/2010	FOR	06/07/10 - 17:16 - 30479	NEW TRAK SYSTEM ID
8940		06/07/2010	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		06/07/2010	FOR	following event: TSG Report	NEW TRAK SYSTEM ID
8940		06/07/2010	FOR	Received. User changed date	NEW TRAK SYSTEM ID
8940		06/07/2010	FOR	completed from 6/4/2010 to completed	NEW TRAK SYSTEM ID
8940	PENSK	06/07/2010	NT	Account placed with Penncro for skip	SAUL SORIANO
8940	PENSK	06/07/2010	NT	tracing and contact verification	SAUL SORIANO
8940	SKIP	06/04/2010	NT	415 7318936 NO ANSWER PENNCRO	RAUL MARTINEZ
8940		06/04/2010	FOR	06/04/10 - 16:47 - 30479	NEW TRAK SYSTEM ID

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940		06/04/2010	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		06/04/2010	FOR	following event: TSG Report	NEW TRAK SYSTEM ID
8940		06/04/2010	FOR	Received, completed on 6/4/2010	NEW TRAK SYSTEM ID
8940		06/04/2010	FOR	(DIS)	NEW TRAK SYSTEM ID
8940	PENSK	06/04/2010	NT	Account placed with Penncro for skip	SAUL SORIANO
8940	PENSK	06/04/2010	NT	tracing and contact verification	SAUL SORIANO
8940	PENSK	06/04/2010	NT	Account placed with Penncro for skip	SAUL SORIANO
8940	PENSK	06/04/2010	NT	tracing and contact verification	SAUL SORIANO
8940	PENSK	06/04/2010	NT	Account placed with Penncro for skip	SAUL SORIANO
8940	PENSK	06/04/2010	NT	tracing and contact verification	SAUL SORIANO
8940	SKIP	06/03/2010	NT	415 7318936 HOME NO ANSWER PENNCRO	EDMAR GUTIERREZ
8940		06/02/2010	DM	EARLY IND: SCORE 101 MODEL EIFRC	SYSTEM ID
8940		06/02/2010	LMT	LMT BPO/APPRAISAL REC ADDED	CHRISTINE PRESTON
8940	PENSK	06/02/2010	NT	Account placed with Penncro for skip	SAUL SORIANO
8940	PENSK	06/02/2010	NT	tracing and contact verification	SAUL SORIANO
8940	SKIP	06/01/2010	NT	415 731-8936 NO ANSWER PENNCRO	YASMIN TAMEZ
8940		06/01/2010	FSV	INSP TP R RESULTS RCVD; ORD DT=05/27/10	CORY STARR
8940	PENSK	06/01/2010	NT	Account placed with Penncro for skip	SAUL SORIANO
8940	PENSK	06/01/2010	NT	tracing and contact verification	SAUL SORIANO
8940	PENSK	05/28/2010	NT	Account placed with Penncro for skip	SAUL SORIANO
8940	PENSK	05/28/2010	NT	tracing and contact verification	SAUL SORIANO
8940	PENSK	05/28/2010	NT	Account placed with Penncro for skip	SAUL SORIANO
8940	PENSK	05/28/2010	NT	tracing and contact verification	SAUL SORIANO
8940		05/27/2010	FSV	INSP TYPE R ORDERED; REQ CD =1150	SYSTEM ID
8940		05/27/2010	FOR	TASK:0603-FCL-CHANGD FUPDT 08/25/10	NEW TRAK SYSTEM ID
8940		05/27/2010	FOR	FIRST LEGAL ACTION (601) COMPLETED 05/26/10	NEW TRAK SYSTEM ID
8940		05/27/2010	FOR	PUBLICATION (602) COMPLETED 05/26/10	NEW TRAK SYSTEM ID
8940		05/26/2010	FOR	05/26/10 - 12:00 - 30479	NEW TRAK SYSTEM ID
8940		05/26/2010	FOR	Connie Canada - NOD Filed -	NEW TRAK SYSTEM ID
8940		05/26/2010	FOR	05/26/2010	NEW TRAK SYSTEM ID
8940		05/26/2010	FOR	05/26/10 - 18:16 - 30479	NEW TRAK SYSTEM ID
8940		05/26/2010	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		05/26/2010	FOR	following event: Presale Redemption	NEW TRAK SYSTEM ID
8940		05/26/2010	FOR	Expires, completed on 8/25/2010	NEW TRAK SYSTEM ID
8940		05/26/2010	FOR	(DIS)	NEW TRAK SYSTEM ID

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940		05/26/2010	FOR	05/26/10 - 18:16 - 30479	NEW TRAK SYSTEM ID
8940		05/26/2010	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		05/26/2010	FOR	following event: NOD Filed,	NEW TRAK SYSTEM ID
8940		05/26/2010	FOR	completed on 5/26/2010 (DIS)	NEW TRAK SYSTEM ID
8940	PENSK	05/26/2010	NT	Account placed with Penncro for skip	SAUL SORIANO
8940	PENSK	05/26/2010	NT	tracing and contact verification	SAUL SORIANO
8940		05/25/2010	FSV	INSP TP F RESULTS RCVD; ORD DT=05/19/10	SYSTEM ID
8940		05/24/2010	FOR	05/24/10 - 17:04 - 30479	NEW TRAK SYSTEM ID
8940		05/24/2010	FOR	Estimated foreclosure fees and	NEW TRAK SYSTEM ID
8940		05/24/2010	FOR	costs good through 5/24/2010 are	NEW TRAK SYSTEM ID
8940		05/24/2010	FOR	\$1,909.00 (DIS)	NEW TRAK SYSTEM ID
8940		05/20/2010	MFI	MERS NOTIFIED FRCLSR INITIATED 05/20/10	
8940		05/20/2010	FOR	05/20/10 - 15:08 - 00007	NEW TRAK SYSTEM ID
8940		05/20/2010	FOR	Foreclosure (NIE Id# 18605709) sent	NEW TRAK SYSTEM ID
8940		05/20/2010	FOR	to Executive Trustee Services, Inc.	NEW TRAK SYSTEM ID
8940		05/20/2010	FOR	at 5/20/2010 3:07:44 PM by	NEW TRAK SYSTEM ID
8940		05/20/2010	FOR	Automated Tasks	NEW TRAK SYSTEM ID
8940		05/20/2010	FOR	05/20/10 - 15:09 - 00007	NEW TRAK SYSTEM ID
8940		05/20/2010	FOR	Foreclosure (NIE Id# 18605709)	NEW TRAK SYSTEM ID
8940		05/20/2010	FOR	picked up by firm Executive Trustee	NEW TRAK SYSTEM ID
8940		05/20/2010	FOR	Services, Inc. at 5/20/2010 3:09:21	NEW TRAK SYSTEM ID
8940		05/20/2010	FOR	PM by Kris Linscott	NEW TRAK SYSTEM ID
8940		05/20/2010	FOR	REFERRED TO ATTORNEY (2) COMPLETED 05/20/10	NEW TRAK SYSTEM ID
8940		05/20/2010	FOR	05/20/10 - 05:47 - 00007	NEW TRAK SYSTEM ID
8940		05/20/2010	FOR	Process opened 5/20/2010 by user	NEW TRAK SYSTEM ID
8940		05/20/2010	FOR	Fidelity AutoProc.	NEW TRAK SYSTEM ID
8940		05/20/2010	FOR	TASK:0602-FCL-CHANGD FUPDT 06/01/10	NEW TRAK SYSTEM ID
8940		05/20/2010	FOR	05/20/10 - 07:59 - 00007	NEW TRAK SYSTEM ID
8940		05/20/2010	FOR	Foreclosure (NIE Id# 18605709)	NEW TRAK SYSTEM ID
8940		05/20/2010	FOR	picked up by firm Executive Trustee	NEW TRAK SYSTEM ID
8940		05/20/2010	FOR	Services, Inc. at 5/20/2010 7:59:22	NEW TRAK SYSTEM ID
8940		05/20/2010	FOR	AM by Kris Linscott	NEW TRAK SYSTEM ID
8940		05/20/2010	FOR	05/20/10 - 08:08 - 00007	NEW TRAK SYSTEM ID
8940		05/20/2010	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		05/20/2010	FOR	following event: File Received By	NEW TRAK SYSTEM ID

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940		05/20/2010	FOR	Attorney, completed on 5/20/2010	NEW TRAK SYSTEM ID
8940		05/20/2010	FOR	05/20/10 - 07:59 - 00007	NEW TRAK SYSTEM ID
8940		05/20/2010	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
8940		05/20/2010	FOR	following event: File Referred To	NEW TRAK SYSTEM ID
8940		05/20/2010	FOR	Attorney, completed on 5/20/2010	NEW TRAK SYSTEM ID
8940		05/20/2010	FOR	05/20/10 - 07:55 - 00007	NEW TRAK SYSTEM ID
8940		05/20/2010	FOR	Foreclosure (NIE Id# 18605709) sent	NEW TRAK SYSTEM ID
8940		05/20/2010	FOR	to Executive Trustee Services, Inc.	NEW TRAK SYSTEM ID
8940		05/20/2010	FOR	at 5/20/2010 7:55:04 AM by	NEW TRAK SYSTEM ID
8940		05/20/2010	FOR	Automated Tasks	NEW TRAK SYSTEM ID
8940		05/19/2010	FSV	INSP TYPE F ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
8940		05/19/2010	FOR	FORECLOSURE APPROVAL (1) COMPLETED 05/19/10	API CSRV
8940	FCL	05/19/2010	NT	Foreclosure Referral Review Completed	API CSRV
8940	FCL	05/19/2010	NT	and Management Approved	API CSRV
8940		05/19/2010	FOR	APPROVED FOR FCL 05/19/10	API CSRV
8940		05/19/2010	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		05/18/2010	ET	ARM CHANGE NOTICE SCHEDULED FOR 05/19/10	SYSTEM ID
8940		05/17/2010	D19	LM - LOSS MIT FCL REFERRAL - FNMA/FHLMC	SYSTEM ID
8940		05/14/2010	CBR	DELINQUENT: 120 DAYS	SYSTEM ID
8940		05/04/2010	DM	EARLY IND: SCORE 200 MODEL EI90C	SYSTEM ID
8940		04/27/2010	FSV	INSP TP D RESULTS RCVD; ORD DT=04/19/10	SYSTEM ID
8940		04/20/2010	D28	FORCED BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		04/19/2010	FSV	INSP TYPE D ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
8940		04/16/2010	ET	ARM CHANGE NOTICE SCHEDULED FOR 04/19/10	SYSTEM ID
8940		04/15/2010	D19	BREACH BERNARD V WARD	SYSTEM ID
8940		04/09/2010	CBR	DELINQUENT: 90 DAYS	SYSTEM ID
8940		04/09/2010	CBR	CHANGE IN PRIMARY BORROWERS ADDR	SYSTEM ID
8940	PENSK	04/09/2010	NT	Account placed with Penncro for skip	SAUL SORIANO
8940	PENSK	04/09/2010	NT	tracing and contact verification	SAUL SORIANO
8940	PENSK	04/08/2010	NT	Account placed with Penncro for skip	SAUL SORIANO
8940	PENSK	04/08/2010	NT	tracing and contact verification	SAUL SORIANO
8940	PENSK	04/07/2010	NT	Account placed with Penncro for skip	SAUL SORIANO
8940	PENSK	04/07/2010	NT	tracing and contact verification	SAUL SORIANO
8940	PENSK	04/06/2010	NT	Account placed with Penncro for skip	SAUL SORIANO
8940	PENSK	04/06/2010	NT	tracing and contact verification	SAUL SORIANO

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940	PENSK	04/05/2010	NT	PENSK: Account placed with Penncro for	JUSTIN GRIFFIN
8940	PENSK	04/05/2010	NT	skip tracing and contact verification.	JUSTIN GRIFFIN
8940		04/02/2010	DM	EARLY IND: SCORE 248 MODEL EI90C	SYSTEM ID
8940	PENSK	04/02/2010	NT	Account placed with Penncro for skip	SAUL SORIANO
8940	PENSK	04/02/2010	NT	tracing and contact verification	SAUL SORIANO
8940	PENSK	04/01/2010	NT	Account placed with Penncro for skip	SAUL SORIANO
8940	PENSK	04/01/2010	NT	tracing and contact verification	SAUL SORIANO
8940	PENSK	03/31/2010	NT	Account placed with Penncro for skip	SAUL SORIANO
8940	PENSK	03/31/2010	NT	tracing and contact verification	SAUL SORIANO
8940	PENSK	03/30/2010	NT	Account placed with Penncro for skip	SAUL SORIANO
8940	PENSK	03/30/2010	NT	tracing and contact verification.	SAUL SORIANO
8940		03/29/2010	DM	EARLY IND: SCORE 345 MODEL EI60C	SYSTEM ID
8940		03/29/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		03/29/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		03/29/2010	DMD	03/24/10 17:23:18 WRONG OR DISCONNECTED	DAVOX INCOMING FILE
8940	PENSK	03/29/2010	NT	Account placed with Penncro for skip	SAUL SORIANO
8940	PENSK	03/29/2010	NT	tracing and contact verification	SAUL SORIANO
8940	PESNK	03/26/2010	NT	Account placed with Penncro for skip	SAUL SORIANO
8940	PESNK	03/26/2010	NT	tacing and contact verification	SAUL SORIANO
8940		03/25/2010	FSV	INSP TP D RESULTS RCVD; ORD DT=03/19/10	SYSTEM ID
8940		03/24/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		03/24/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		03/24/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		03/24/2010	DM	PERSON SD WRNG#	KIMBERLY STAUDT
8940		03/24/2010	DM	ACTION/RESULT CD CHANGED FROM OASK TO BRIP	KIMBERLY STAUDT
8940		03/19/2010	FSV	INSP TYPE D ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
8940		03/19/2010	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		03/18/2010	ET	ARM CHANGE NOTICE SCHEDULED FOR 03/19/10	SYSTEM ID
8940		03/17/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		03/17/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		03/17/2010	DMD	03/17/10 14:05:34 HANGUP IN Q	DAVOX INCOMING FILE
8940		03/15/2010	D19	LM - LOSS MIT FCL REFERRAL - FNMA/FHLMC	SYSTEM ID
8940		03/12/2010	CBR	DELINQUENT: 90 DAYS	SYSTEM ID
8940		03/10/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		03/10/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940		03/10/2010	DMD	03/10/10 11:34:56 HANGUP IN Q	DAVOX INCOMING FILE
8940	CACRT	03/10/2010	NT	CA STATE CERT LTTR SENT; CERT TRACKING	AMYJO TRUEG
8940	CACRT	03/10/2010	NT	CAN BE OBTAINED FROM IMAGED DOC	AMYJO TRUEG
8940	CACRT	03/10/2010	NT	AT 8104	AMYJO TRUEG
8940		03/05/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		03/05/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		03/05/2010	DMD	03/05/10 11:53:13 MSG ANS MACH	DAVOX INCOMING FILE
8940		03/02/2010	DM	EARLY IND: SCORE 248 MODEL EI90C	SYSTEM ID
8940		02/26/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		02/26/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		02/26/2010	DMD	02/26/10 10:42:23 4	DAVOX INCOMING FILE
8940		02/24/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		02/24/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		02/24/2010	DMD	02/24/10 10:43:44 HANGUP IN Q	DAVOX INCOMING FILE
8940		02/23/2010	CBR	DELINQUENT: 90 DAYS	SYSTEM ID
8940		02/23/2010	FSV	INSP TP D RESULTS RCVD; ORD DT=02/17/10	SYSTEM ID
8940		02/22/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		02/22/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		02/22/2010	DMD	02/22/10 15:00:06 MSG ANS MACH	DAVOX INCOMING FILE
8940		02/19/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		02/19/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		02/19/2010	DMD	02/19/10 10:47:24 HANGUP IN Q	DAVOX INCOMING FILE
8940		02/17/2010	FSV	INSP TYPE D ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
8940		02/17/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		02/17/2010	DMD	02/17/10 11:04:03 HANGUP IN Q	DAVOX INCOMING FILE
8940		02/17/2010	DMD	02/17/10 10:53:37 BUSY	DAVOX INCOMING FILE
8940		02/15/2010	ET	ARM CHANGE NOTICE SCHEDULED FOR 02/16/10	SYSTEM ID
8940		02/11/2010	DM	EARLY IND: SCORE 361 MODEL EI60C	SYSTEM ID
8940		02/11/2010	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		02/11/2010	D19	BREACH BERNARD V WARD	SYSTEM ID
8940		02/10/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		02/10/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		02/10/2010	DMD	02/10/10 11:18:53 HANGUP IN Q	DAVOX INCOMING FILE
8940	ST1ST	02/09/2010	NT	State 1st class letter sent 2/5/10.	AMYJO TRUEG
8940	ST1ST	02/09/2010	NT	Available on 24 Karat, then ISS.	AMYJO TRUEG

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940		02/08/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		02/08/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		02/08/2010	DMD	02/08/10 12:28:17 HANGUP IN Q	DAVOX INCOMING FILE
8940		02/05/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		02/05/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		02/05/2010	DMD	02/05/10 14:07:54 HANGUP IN Q	DAVOX INCOMING FILE
8940		02/04/2010	D19	LM - LOSS MIT FCL REFERRAL - FNMA/FHLMC	SYSTEM ID
8940		02/03/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		02/03/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		02/03/2010	DMD	02/03/10 14:55:59 HANGUP IN Q	DAVOX INCOMING FILE
8940		02/02/2010	DM	EARLY IND: SCORE 274 MODEL EI90C	SYSTEM ID
8940		01/29/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		01/29/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		01/29/2010	DMD	01/29/10 10:39:24 HANGUP IN Q	DAVOX INCOMING FILE
8940		01/27/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		01/27/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		01/27/2010	DMD	01/27/10 10:46:19 MSG ANS MACH	DAVOX INCOMING FILE
8940		01/26/2010	FSV	INSP TP D RESULTS RCVD; ORD DT=01/18/10	SYSTEM ID
8940	CTSSF	01/26/2010	NT	"Special Flier to CA, FL, NV properties"	API CSRV
8940		01/25/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		01/25/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		01/25/2010	DMD	01/25/10 11:55:44 HANGUP IN Q	DAVOX INCOMING FILE
8940		01/22/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		01/22/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		01/22/2010	DMD	01/22/10 11:46:39 HANGUP IN Q	DAVOX INCOMING FILE
8940		01/20/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		01/20/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		01/20/2010	DMD	01/20/10 10:58:59 HANGUP IN Q	DAVOX INCOMING FILE
8940		01/19/2010	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		01/18/2010	FSV	INSP TYPE D ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
8940		01/18/2010	ET	ARM CHANGE NOTICE SCHEDULED FOR 01/19/10	SYSTEM ID
8940		01/15/2010	CBR	DELINQUENT: 60 DAYS	SYSTEM ID
8940		01/15/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		01/15/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		01/15/2010	DMD	01/15/10 11:02:11 HANGUP IN Q	DAVOX INCOMING FILE

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940		01/11/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		01/11/2010	DMD	01/11/10 12:26:40 HANGUP IN Q	DAVOX INCOMING FILE
8940		01/11/2010	DMD	01/11/10 12:16:16 BUSY	DAVOX INCOMING FILE
8940		01/08/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		01/08/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		01/08/2010	DMD	01/08/10 13:30:34 HANGUP IN Q	DAVOX INCOMING FILE
8940		01/06/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		01/06/2010	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		01/06/2010	DMD	01/06/10 14:55:52 HANGUP IN Q	DAVOX INCOMING FILE
8940		01/05/2010	D19	BREACH BERNARD V WARD	SYSTEM ID
8940		01/04/2010	DM	EARLY IND: SCORE 369 MODEL EI60C	SYSTEM ID
8940		12/28/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		12/28/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		12/28/2009	DMD	12/28/09 13:43:56 HANGUP IN Q	DAVOX INCOMING FILE
8940		12/23/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		12/23/2009	DMD	12/23/09 11:02:24 MSG ANS MACH	DAVOX INCOMING FILE
8940		12/23/2009	DMD	12/23/09 11:00:40 HANGUP IN Q	DAVOX INCOMING FILE
8940	INQ60	12/23/2009	CIT	003 DONE 12/23/09 BY TLR 01313	KARI KRULL
8940	INQ60	12/23/2009	CIT	TSK TYP 191-CC COR TRACKING	KARI KRULL
8940	INQ60	12/23/2009	CIT	003 added skip trace list	KARI KRULL
8940	INQ75	12/23/2009	CIT	003 new cit 191 pls remove this phne # 4152180392	MATTHEW TANNER
8940	INQ75	12/23/2009	CIT	on our system since this is an incorrect phne	MATTHEW TANNER
8940	INQ75	12/23/2009	CIT	3 for borr. 3p who do not hv acct with gmac	MATTHEW TANNER
8940	INQ75	12/23/2009	CIT	had called for this be removed. thank you.	MATTHEW TANNER
8940	INQ75	12/23/2009	CIT	mary m.8978186	MATTHEW TANNER
8940		12/22/2009	FSV	INSP TP D RESULTS RCVD; ORD DT=12/18/09	SYSTEM ID
8940		12/21/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		12/21/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		12/21/2009	DMD	12/21/09 15:18:12 MSG ANS MACH	DAVOX INCOMING FILE
8940		12/18/2009	FSV	INSP TYPE D ORDERED; REQ CD =SCRIPT	SYSTEM ID
8940		12/18/2009	ET	ARM CHANGE NOTICE SCHEDULED FOR 12/21/09	SYSTEM ID
8940		12/18/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		12/18/2009	DMD	12/18/09 11:48:50 MSG TO VOICE	DAVOX INCOMING FILE
8940		12/18/2009	DMD	12/18/09 11:47:57 HANGUP IN Q	DAVOX INCOMING FILE
8940	FSV	12/18/2009	NT	RAN 2501 REPORT TO SCRUB ACCTS	TOSHA DIEHL MOWATT

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8940	FSV	12/18/2009	NT	FROM 1/1/09 TO 12/8/09. ORDERING	TOSHA DIEHL MOWATT
8940	FSV	12/18/2009	NT	INSPECTIONS AS NEEDED.TDM 5181	TOSHA DIEHL MOWATT
8940		12/16/2009	DMD	12/16/09 13:21:53 MSG ANS MACH	DAVOX INCOMING FILE
8940		12/16/2009	DMD	12/16/09 13:20:09 HANGUP IN Q	DAVOX INCOMING FILE
8940		12/16/2009	DMD	12/16/09 13:09:49 BUSY	DAVOX INCOMING FILE
8940		12/14/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		12/14/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		12/14/2009	DMD	12/14/09 14:33:55 MSG ANS MACH	DAVOX INCOMING FILE
8940		12/14/2009	D19	DEF - OPTIONS TO AVOID FORECLOSURE	SYSTEM ID
8940		12/11/2009	CBR	DELINQUENT: 60 DAYS	SYSTEM ID
8940		12/11/2009	DM	EARLY IND: SCORE 377 MODEL EI30C	SYSTEM ID
8940		12/11/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		12/10/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		12/10/2009	DMD	12/10/09 13:34:27 MSG ANS MACH	DAVOX INCOMING FILE
8940		12/10/2009	DMD	12/10/09 13:32:42 HANGUP IN Q	DAVOX INCOMING FILE
8940		12/08/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		12/08/2009	DMD	12/08/09 14:21:27 MSG TO VOICE	DAVOX INCOMING FILE
8940		12/08/2009	DMD	12/08/09 14:20:38 HANGUP IN Q	DAVOX INCOMING FILE
8940		12/08/2009	LMT	LMT BPO/APPRaisal REC ADDED	CHRISTINE PRESTON
8940		12/08/2009	FSV	INSP TP R RESULTS RCVD; ORD DT=12/04/09	CORY STARR
8940		12/04/2009	FSV	INSP TYPE R ORDERED; REQ CD =1150	SYSTEM ID
8940		12/04/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		12/04/2009	DMD	12/04/09 13:53:14 MSG ANS MACH	DAVOX INCOMING FILE
8940		12/04/2009	DMD	12/04/09 13:51:31 HANGUP IN Q	DAVOX INCOMING FILE
8940		12/03/2009	D19	BREACH BERNARD V WARD	SYSTEM ID
8940		12/02/2009	DM	EARLY IND: SCORE 384 MODEL EI60C	SYSTEM ID
8940	HMPS	12/01/2009	NT	Home Affordable Modifcation program sent to	API CSRV
8940	HMPS	12/01/2009	NT	borrower on 11/21/09	API CSRV
8940		11/24/2009	FSV	INSP TP D RESULTS RCVD; ORD DT=11/16/09	SYSTEM ID
8940		11/23/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		11/23/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		11/23/2009	DMD	11/23/09 15:22:29 MSG ANS MACH	DAVOX INCOMING FILE
8940		11/20/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		11/20/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		11/20/2009	DMD	11/20/09 11:04:37 MSG ANS MACH	DAVOX INCOMING FILE

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940		11/19/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		11/18/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		11/18/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		11/18/2009	DMD	11/18/09 12:06:48 MSG ANS MACH	DAVOX INCOMING FILE
8940		11/17/2009	ET	ARM CHANGE NOTICE SCHEDULED FOR 11/18/09	SYSTEM ID
8940		11/16/2009	FSV	INSP TYPE D ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
8940		11/16/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		11/16/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		11/16/2009	DMD	11/16/09 13:05:27 MSG ANS MACH	DAVOX INCOMING FILE
8940		11/13/2009	CBR	DELINQUENT: 30 DAYS	SYSTEM ID
8940		11/13/2009	CBR	CHANGE IN PRIMARY BORROWERS ADDR	SYSTEM ID
8940		11/13/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		11/13/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		11/13/2009	DMD	11/13/09 11:58:29 MSG ANS MACH	DAVOX INCOMING FILE
8940		11/13/2009	DM	TT U3P(ED WONG) WHO HAS CELL PHONE # ATTACHED TO	JIVAUGHN HINES
8940		11/13/2009	DM	THIS ACCT. REMOVED CELL PH# FROM ACCT	JIVAUGHN HINES
8940		11/13/2009	DM	ACTION/RESULT CD CHANGED FROM OASK TO NOTE	JIVAUGHN HINES
8940		11/12/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		11/12/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		11/12/2009	DMD	11/12/09 14:46:53 MSG ANS MACH	DAVOX INCOMING FILE
8940		11/12/2009	D19	DEF - OPTIONS TO AVOID FORECLOSURE	SYSTEM ID
8940		11/09/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		11/09/2009	DMD	11/09/09 14:20:30 MSG ANS MACH	DAVOX INCOMING FILE
8940		11/09/2009	DMD	11/09/09 14:19:33 HANGUP IN Q	DAVOX INCOMING FILE
8940		11/06/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		11/06/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		11/06/2009	DMD	11/06/09 13:35:17 MSG ANS MACH	DAVOX INCOMING FILE
8940	CWCRT	11/06/2009	NT	System issue: Cert No Contact Ltr noted	AMY FLEITAS
8940	CWCRT	11/06/2009	NT	10.30.09 was not mailed.	AMY FLEITAS
8940		11/03/2009	DM	EARLY IND: SCORE 391 MODEL EI30C	SYSTEM ID
8940		11/02/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		11/02/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		11/02/2009	DMD	11/02/09 13:21:04 MSG ANS MACH	DAVOX INCOMING FILE
8940		10/30/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		10/30/2009	DMD	10/30/09 10:48:14 MSG ANS MACH	DAVOX INCOMING FILE

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940		10/30/2009	DMD	10/30/09 10:47:18 HANGUP IN Q	DAVOX INCOMING FILE
8940		10/30/2009	D19	CA & WA CERTIFIED LETTER	SYSTEM ID
8940		10/28/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		10/28/2009	DMD	10/28/09 10:58:23 MSG ANS MACH	DAVOX INCOMING FILE
8940		10/28/2009	DMD	10/28/09 10:57:26 HANGUP IN Q	DAVOX INCOMING FILE
8940		10/26/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		10/26/2009	DMD	10/26/09 15:04:58 MSG ANS MACH	DAVOX INCOMING FILE
8940		10/26/2009	DMD	10/26/09 15:04:01 HANGUP IN Q	DAVOX INCOMING FILE
8940		10/19/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		10/19/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		10/19/2009	DMD	10/19/09 15:31:16 MSG ANS MACH	DAVOX INCOMING FILE
8940		10/16/2009	CBR	DELINQUENT: 30 DAYS	SYSTEM ID
8940		10/16/2009	CBR	CHANGE IN PRIMARY BORROWERS ADDR	SYSTEM ID
8940		10/16/2009	ET	ARM CHANGE NOTICE SCHEDULED FOR 10/19/09	SYSTEM ID
8940		10/16/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		10/16/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		10/16/2009	DMD	10/16/09 11:23:37 MSG TO VOICE	DAVOX INCOMING FILE
8940		10/14/2009	DM	EARLY IND: SCORE 003 MODEL EI16C	SYSTEM ID
8940		10/14/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		10/13/2009	D19	DEF - OPTIONS TO AVOID FORECLOSURE	SYSTEM ID
8940		10/12/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		10/12/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		10/12/2009	DMD	10/12/09 14:47:01 MSG ANS MACH	DAVOX INCOMING FILE
8940		10/09/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		10/09/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		10/09/2009	DMD	10/09/09 11:01:34 MSG ANS MACH	DAVOX INCOMING FILE
8940		10/02/2009	DM	EARLY IND: SCORE 390 MODEL EI30C	SYSTEM ID
8940		10/01/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		10/01/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		10/01/2009	DMD	10/01/09 15:23:18 SIT_TONE	DAVOX INCOMING FILE
8940	ATTNC	09/23/2009	NT	ATTNC: Outbound Collections attempt by	JUSTIN GRIFFIN
8940	ATTNC	09/23/2009	NT	ISGN - 9/22/09	JUSTIN GRIFFIN
8940	ATTNC	09/23/2009	NT	Attempt - Answering Machine - No msg	JUSTIN GRIFFIN
8940	ATTNC	09/18/2009	NT	ATTNC: Outbound Collections attempt by	JUSTIN GRIFFIN
8940	ATTNC	09/18/2009	NT	ISGN - 9/17/09	JUSTIN GRIFFIN

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940	ATTNC	09/18/2009	NT	Attempt - Invalid Number	JUSTIN GRIFFIN
8940		09/17/2009	ET	ARM CHANGE NOTICE SCHEDULED FOR 09/18/09	SYSTEM ID
8940		09/17/2009	DM	NA WRONG NUMBER.	CHRIS LEBRUN
8940		09/17/2009	DM	ACTION/RESULT CD CHANGED FROM OASK TO BRIP	CHRIS LEBRUN
8940		09/11/2009	CBR	DELINQUENT: 30 DAYS	SYSTEM ID
8940		09/11/2009	CBR	CHANGE IN PRIMARY BORROWERS ADDR	SYSTEM ID
8940		09/10/2009	DM	EARLY IND: SCORE 003 MODEL EI16C	SYSTEM ID
8940		09/10/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		09/02/2009	DM	EARLY IND: SCORE 390 MODEL EI30C	SYSTEM ID
8940	CACRT	09/01/2009	NT	CA/WA CERT LTTR SENT PER STATE REQRMNT	AMYJO TRUEG
8940	CACRT	09/01/2009	NT	CERT# CAN BE OBTAINED FROM IMAGED DOC	AMYJO TRUEG
8940		09/01/2009	OL	WDOYLOSS CA NO CONTACT NOTICE CERTIFIED	AMYJO TRUEG
8940		08/31/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		08/31/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		08/31/2009	DMD	08/31/09 19:30:58 SIT_TONE	DAVOX INCOMING FILE
8940		08/31/2009	DM	BAD NUMBER 415-218-0392	RICK RUNDELL
8940		08/31/2009	DM	ACTION/RESULT CD CHANGED FROM OAPC TO BRIP	RICK RUNDELL
8940		08/28/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		08/28/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		08/28/2009	DMD	08/28/09 10:36:13 PAR3 CONNECT	DAVOX INCOMING FILE
8940		08/26/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		08/26/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		08/26/2009	DMD	08/26/09 10:55:33 PAR3 CONNECT	DAVOX INCOMING FILE
8940		08/21/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		08/21/2009	DMD	08/21/09 14:18:37 PAR3 CONNECT	DAVOX INCOMING FILE
8940		08/21/2009	DMD	08/21/09 09:50:46 Left Message	DAVOX INCOMING FILE
8940		08/20/2009	DMD	08/19/09 18:47:08 LEFT MESSAGE	DAVOX INCOMING FILE
8940		08/20/2009	DMD	08/19/09 14:57:33 Left Message	DAVOX INCOMING FILE
8940		08/20/2009	DMD	08/19/09 10:08:18 Left Message	DAVOX INCOMING FILE
8940		08/19/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		08/18/2009	ET	ARM CHANGE NOTICE SCHEDULED FOR 08/19/09	SYSTEM ID
8940		08/14/2009	CBR	PREVIOUSLY REPORTED DELINQUENT:NOW CURRENT	SYSTEM ID
8940		08/05/2009	DM	EARLY IND: SCORE 002 MODEL EI16C	SYSTEM ID
8940		07/21/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		07/21/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940		07/21/2009	DMD	07/21/09 15:59:24 MSG ANS MACH	DAVOX INCOMING FILE
8940		07/20/2009	DMD	07/17/09 17:54:23 "	DAVOX INCOMING FILE
8940		07/20/2009	DMD	07/17/09 13:43:13 No Answer	DAVOX INCOMING FILE
8940		07/20/2009	DMD	07/17/09 10:00:18 No Answer	DAVOX INCOMING FILE
8940		07/17/2009	ET	ARM CHANGE NOTICE SCHEDULED FOR 07/20/09	SYSTEM ID
8940		07/16/2009	DM	EARLY IND: SCORE 003 MODEL EI16C	SYSTEM ID
8940		07/16/2009	DMD	07/15/09 18:17:21 No Answer	DAVOX INCOMING FILE
8940		07/16/2009	DMD	07/15/09 14:53:12 No Answer	DAVOX INCOMING FILE
8940		07/16/2009	DMD	07/15/09 10:28:11 No Answer	DAVOX INCOMING FILE
8940		07/16/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		07/14/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		07/14/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		07/14/2009	DMD	07/14/09 13:06:46 MSG ANS MACH	DAVOX INCOMING FILE
8940		07/13/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		07/13/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		07/13/2009	DMD	07/13/09 16:27:26 MSG ANS MACH	DAVOX INCOMING FILE
8940		07/13/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		07/13/2009	DMD	07/10/09 18:34:03 No Answer	DAVOX INCOMING FILE
8940		07/13/2009	DMD	07/10/09 11:18:08 No Answer	DAVOX INCOMING FILE
8940		07/13/2009	D19	DEF - OPTIONS TO AVOID FORECLOSURE	SYSTEM ID
8940		07/10/2009	CBR	DELINQUENT: 30 DAYS	SYSTEM ID
8940		07/09/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		07/09/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		07/09/2009	DMD	07/08/09 11:49:44 No Answer	DAVOX INCOMING FILE
8940		07/09/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		07/09/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		07/09/2009	DMD	07/09/09 19:58:51 MSG ANS MACH	DAVOX INCOMING FILE
8940		07/02/2009	DM	EARLY IND: SCORE 395 MODEL EI30C	SYSTEM ID
8940		07/02/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		07/02/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		07/02/2009	DMD	07/01/09 10:55:10 No Answer	DAVOX INCOMING FILE
8940	CACRT	07/01/2009	NT	CA LETTER sent and imaged; cert # can be	TEAYA HAYES
8940	CACRT	07/01/2009	NT	obtained on imaged doc	TEAYA HAYES
8940		07/01/2009	OL	WDOYLOSS CA NO CONTACT NOTICE CERTIFIED	TEAYA HAYES
8940		06/29/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940		06/29/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		06/29/2009	DMD	06/26/09 10:26:25 No Answer	DAVOX INCOMING FILE
8940		06/25/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		06/25/2009	DMD	06/24/09 18:40:35 No Answer	DAVOX INCOMING FILE
8940		06/25/2009	DMD	06/24/09 10:34:19 No Answer	DAVOX INCOMING FILE
8940		06/25/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		06/25/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		06/25/2009	DMD	06/25/09 12:39:26 MSG ANS MACH	DAVOX INCOMING FILE
8940		06/23/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		06/23/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		06/23/2009	DMD	06/23/09 15:31:37 MSG ANS MACH	DAVOX INCOMING FILE
8940		06/22/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		06/22/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		06/22/2009	DMD	06/22/09 15:27:38 MSG ANS MACH	DAVOX INCOMING FILE
8940		06/22/2009	DMD	06/19/09 18:40:20 No Answer	DAVOX INCOMING FILE
8940		06/22/2009	DMD	06/19/09 11:58:14 No Answer	DAVOX INCOMING FILE
8940		06/22/2009	DMD	06/19/09 10:59:21 "	DAVOX INCOMING FILE
8940		06/18/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		06/18/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		06/18/2009	DMD	06/18/09 14:23:56 MSG ANS MACH	DAVOX INCOMING FILE
8940		06/17/2009	ET	ARM CHANGE NOTICE SCHEDULED FOR 06/18/09	SYSTEM ID
8940		06/17/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		06/17/2009	DMD	06/16/09 18:41:36 No Answer	DAVOX INCOMING FILE
8940		06/17/2009	DMD	06/16/09 10:25:04 No Answer	DAVOX INCOMING FILE
8940		06/17/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		06/17/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		06/17/2009	DMD	06/17/09 17:07:02 MSG ANS MACH	DAVOX INCOMING FILE
8940		06/16/2009	DMD	06/15/09 10:32:13 No Answer	DAVOX INCOMING FILE
8940		06/16/2009	DMD	06/14/09 18:43:15 No Answer	DAVOX INCOMING FILE
8940		06/16/2009	DMD	06/13/09 10:32:25 No Answer	DAVOX INCOMING FILE
8940		06/12/2009	CBR	DELINQUENT: 30 DAYS	SYSTEM ID
8940		06/11/2009	DM	EARLY IND: SCORE 003 MODEL EI16C	SYSTEM ID
8940		06/11/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		06/10/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		06/10/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940		06/10/2009	DMD	06/10/09 12:02:01 MSG ANS MACH	DAVOX INCOMING FILE
8940		06/09/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		06/09/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		06/09/2009	DMD	06/09/09 13:41:25 MSG ANS MACH	DAVOX INCOMING FILE
8940		06/08/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		06/08/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		06/08/2009	DMD	06/08/09 12:30:46 MSG ANS MACH	DAVOX INCOMING FILE
8940		06/05/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		06/05/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		06/05/2009	DMD	06/05/09 11:02:50 MSG ANS MACH	DAVOX INCOMING FILE
8940		06/04/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		06/04/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		06/04/2009	DMD	06/04/09 10:49:46 MSG ANS MACH	DAVOX INCOMING FILE
8940		06/03/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		06/03/2009	DMD	06/02/09 18:34:25 No Answer	DAVOX INCOMING FILE
8940		06/03/2009	DMD	06/02/09 11:20:31 No Answer	DAVOX INCOMING FILE
8940		06/02/2009	DM	EARLY IND: SCORE 393 MODEL EI30C	SYSTEM ID
8940		06/02/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		06/02/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		06/02/2009	DMD	06/02/09 12:43:58 MSG ANS MACH	DAVOX INCOMING FILE
8940		05/29/2009	DMD	05/28/09 18:59:13 No Answer	DAVOX INCOMING FILE
8940		05/29/2009	DMD	05/28/09 18:42:17 "	DAVOX INCOMING FILE
8940		05/29/2009	DMD	05/28/09 10:57:07 No Answer	DAVOX INCOMING FILE
8940		05/26/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		05/26/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		05/26/2009	DMD	05/26/09 12:35:29 MSG ANS MACH	DAVOX INCOMING FILE
8940		05/22/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		05/22/2009	DMD	05/21/09 18:17:21 No Answer	DAVOX INCOMING FILE
8940		05/22/2009	DMD	05/21/09 10:37:40 No Answer	DAVOX INCOMING FILE
8940		05/22/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		05/22/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		05/22/2009	DMD	05/22/09 10:59:50 MSG ANS MACH	DAVOX INCOMING FILE
8940		05/20/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		05/20/2009	DMD	05/19/09 18:22:44 No Answer	DAVOX INCOMING FILE
8940		05/20/2009	DMD	05/19/09 10:46:39 No Answer	DAVOX INCOMING FILE

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Date Data as-of: March 5, 2014

Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940		05/20/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		05/20/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		05/20/2009	DMD	05/20/09 13:30:16 MSG ANS MACH	DAVOX INCOMING FILE
8940		05/19/2009	DMD	05/18/09 11:03:32 No Answer	DAVOX INCOMING FILE
8940		05/19/2009	DMD	05/17/09 18:17:13 No Answer	DAVOX INCOMING FILE
8940		05/19/2009	DMD	05/16/09 10:23:13 No Answer	DAVOX INCOMING FILE
8940		05/18/2009	ET	ARM CHANGE NOTICE SCHEDULED FOR 05/19/09	SYSTEM ID
8940		05/18/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		05/18/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		05/18/2009	DMD	05/18/09 17:29:56 MSG ANS MACH	DAVOX INCOMING FILE
8940		05/15/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		05/15/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		05/15/2009	DMD	05/15/09 14:28:35 MSG ANS MACH	DAVOX INCOMING FILE
8940		05/14/2009	DM	EARLY IND: SCORE 003 MODEL EI16C	SYSTEM ID
8940		05/14/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		05/13/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		05/13/2009	DMD	05/12/09 18:42:19 No Answer	DAVOX INCOMING FILE
8940		05/13/2009	DMD	05/12/09 10:44:18 No Answer	DAVOX INCOMING FILE
8940		05/13/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		05/13/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		05/13/2009	DMD	05/13/09 14:56:48 MSG ANS MACH	DAVOX INCOMING FILE
8940		05/13/2009	D19	DEF - OPTIONS TO AVOID FORECLOSURE	SYSTEM ID
8940		05/12/2009	DMD	05/10/09 14:26:07 No Answer	DAVOX INCOMING FILE
8940		05/12/2009	DMD	05/09/09 13:58:39 No Answer	DAVOX INCOMING FILE
8940		05/12/2009	DMD	05/09/09 10:16:24 No Answer	DAVOX INCOMING FILE
8940		05/12/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		05/12/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		05/12/2009	DMD	05/11/09 20:30:32 MSG ANS MACH	DAVOX INCOMING FILE
8940		05/12/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		05/12/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		05/12/2009	DMD	05/12/09 16:00:24 MSG ANS MACH	DAVOX INCOMING FILE
8940		05/08/2009	CBR	DELINQUENT: 30 DAYS	SYSTEM ID
8940		05/08/2009	DMD	05/07/09 18:40:41 No Answer	DAVOX INCOMING FILE
8940		05/08/2009	DMD	05/07/09 14:48:41 No Answer	DAVOX INCOMING FILE
8940		05/08/2009	DMD	05/07/09 10:11:38 No Answer	DAVOX INCOMING FILE

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940		05/08/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		05/08/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		05/08/2009	DMD	05/07/09 20:43:10 MSG ANS MACH	DAVOX INCOMING FILE
8940		05/06/2009	DMD	05/05/09 18:54:29 No Answer	DAVOX INCOMING FILE
8940		05/06/2009	DMD	05/05/09 14:38:48 No Answer	DAVOX INCOMING FILE
8940		05/06/2009	DMD	05/05/09 10:51:27 No Answer	DAVOX INCOMING FILE
8940	CACRT	05/06/2009	NT	CA LETTER sent and imaged; cert # can be	TEAYA HAYES
8940	CACRT	05/06/2009	NT	obtained on imaged doc	TEAYA HAYES
8940		05/06/2009	OL	WDOYLOSS CA NO CONTACT NOTICE CERTIFIED	TEAYA HAYES
8940		05/05/2009	DMD	05/03/09 14:33:21 No Answer	DAVOX INCOMING FILE
8940		05/05/2009	DMD	05/02/09 14:02:53 SIT-TONE	DAVOX INCOMING FILE
8940		05/05/2009	DMD	05/02/09 09:58:35 No Answer	DAVOX INCOMING FILE
8940		05/05/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		05/05/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		05/05/2009	DMD	05/04/09 22:11:09 MSG ANS MACH	DAVOX INCOMING FILE
8940		05/04/2009	DM	EARLY IND: SCORE 393 MODEL EI30C	SYSTEM ID
8940		05/01/2009	DMD	04/30/09 18:36:37 No Answer	DAVOX INCOMING FILE
8940		05/01/2009	DMD	04/30/09 14:48:15 No Answer	DAVOX INCOMING FILE
8940		05/01/2009	DMD	04/30/09 09:57:26 No Answer	DAVOX INCOMING FILE
8940		04/29/2009	DMD	04/28/09 18:24:03 No Answer	DAVOX INCOMING FILE
8940		04/29/2009	DMD	04/28/09 15:01:42 SIT-TONE	DAVOX INCOMING FILE
8940		04/29/2009	DMD	04/28/09 11:13:28 No Answer	DAVOX INCOMING FILE
8940		04/29/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		04/29/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		04/29/2009	DMD	04/29/09 11:08:46 MSG ANS MACH	DAVOX INCOMING FILE
8940		04/28/2009	DMD	04/26/09 14:37:31 No Answer	DAVOX INCOMING FILE
8940		04/28/2009	DMD	04/25/09 13:47:29 No Answer	DAVOX INCOMING FILE
8940		04/28/2009	DMD	04/25/09 09:52:35 No Answer	DAVOX INCOMING FILE
8940		04/24/2009	DMD	04/23/09 18:26:11 No Answer	DAVOX INCOMING FILE
8940		04/24/2009	DMD	04/23/09 14:21:15 No Answer	DAVOX INCOMING FILE
8940		04/24/2009	DMD	04/23/09 10:38:28 No Answer	DAVOX INCOMING FILE
8940		04/24/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		04/24/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		04/24/2009	DMD	04/24/09 11:05:00 MSG ANS MACH	DAVOX INCOMING FILE
8940		04/22/2009	DMD	04/21/09 18:56:28 No Answer	DAVOX INCOMING FILE

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message		Trans User Name
8940		04/22/2009	DMD	04/21/09 14:50:53	No Answer	DAVOX INCOMING FILE
8940		04/22/2009	DMD	04/21/09 10:00:39	No Answer	DAVOX INCOMING FILE
8940		04/22/2009	DMD	00/00/00 00:00:00		DAVOX INCOMING FILE
8940		04/22/2009	DMD	00/00/00 00:00:00		DAVOX INCOMING FILE
8940		04/22/2009	DMD	04/22/09 11:37:31 MSG ANS MACH		DAVOX INCOMING FILE
8940		04/21/2009	D28	FORCED BILLING STATEMENT FROM REPORT R628		SYSTEM ID
8940		04/20/2009	DMD	00/00/00 00:00:00		DAVOX INCOMING FILE
8940		04/20/2009	DMD	00/00/00 00:00:00		DAVOX INCOMING FILE
8940		04/20/2009	DMD	04/20/09 12:21:38 MSG ANS MACH		DAVOX INCOMING FILE
8940		04/17/2009	ET	ARM CHANGE NOTICE SCHEDULED FOR 04/20/09		SYSTEM ID
8940		04/17/2009	DMD	04/16/09 18:28:20	No Answer	DAVOX INCOMING FILE
8940		04/17/2009	DMD	04/16/09 14:26:12	No Answer	DAVOX INCOMING FILE
8940		04/17/2009	DMD	04/16/09 10:19:27	No Answer	DAVOX INCOMING FILE
8940		04/17/2009	DMD	00/00/00 00:00:00		DAVOX INCOMING FILE
8940		04/17/2009	DMD	00/00/00 00:00:00		DAVOX INCOMING FILE
8940		04/17/2009	DMD	04/17/09 12:47:22 MSG ANS MACH		DAVOX INCOMING FILE
8940		04/15/2009	DMD	04/14/09 15:33:53	No Answer	DAVOX INCOMING FILE
8940		04/15/2009	DMD	04/14/09 15:07:11	"	DAVOX INCOMING FILE
8940		04/15/2009	DMD	04/14/09 11:00:25	SIT-TONE	DAVOX INCOMING FILE
8940		04/14/2009	DMD	04/12/09 14:22:28	LEFT MESSAGE	DAVOX INCOMING FILE
8940		04/14/2009	DMD	04/11/09 13:49:05	Left Message	DAVOX INCOMING FILE
8940		04/14/2009	DMD	04/11/09 09:52:15	LEFT MESSAGE	DAVOX INCOMING FILE
8940		04/14/2009	DMD	00/00/00 00:00:00		DAVOX INCOMING FILE
8940		04/14/2009	DMD	00/00/00 00:00:00		DAVOX INCOMING FILE
8940		04/14/2009	DMD	04/13/09 22:41:50 MSG ANS MACH		DAVOX INCOMING FILE
8940		04/13/2009	DMD	03/18/09 17:37:39	LEFT MESSAGE	DAVOX INCOMING FILE
8940		04/13/2009	DMD	03/18/09 13:41:32	Left Message	DAVOX INCOMING FILE
8940		04/13/2009	DMD	03/18/09 09:53:57	LEFT MESSAGE	DAVOX INCOMING FILE
8940		04/13/2009	DMD	03/11/09 18:35:42	LEFT MESSAGE	DAVOX INCOMING FILE
8940		04/13/2009	DMD	03/11/09 14:36:56	Left Message	DAVOX INCOMING FILE
8940		04/13/2009	DMD	03/11/09 10:32:20	LEFT MESSAGE	DAVOX INCOMING FILE
8940		04/13/2009	DMD	00/00/00 00:00:00		DAVOX INCOMING FILE
8940		04/13/2009	DMD	03/06/09 18:50:21	LEFT MESSAGE	DAVOX INCOMING FILE
8940		04/13/2009	DMD	03/06/09 15:03:58	LEFT MESSAGE	DAVOX INCOMING FILE
8940		04/10/2009	CBR	PREVIOUSLY REPORTED DELINQUENT:NOW CURRENT		SYSTEM ID

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940		04/10/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		04/10/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		04/10/2009	DMD	04/10/09 15:15:33 MSG ANS MACH	DAVOX INCOMING FILE
8940		04/09/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		04/09/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		04/09/2009	DMD	04/09/09 10:59:33 4	DAVOX INCOMING FILE
8940		04/07/2009	DM	EARLY IND: SCORE 002 MODEL EI16C	SYSTEM ID
8940		03/26/2009	FSV	INSP TP D RESULTS RCVD; ORD DT=03/18/09	SYSTEM ID
8940		03/25/2009	FSV	INSP TYPE D CANCELLED; REQ CD =AUTO DELQ	SYSTEM ID
8940		03/19/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		03/18/2009	FSV	INSP TYPE D ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
8940		03/18/2009	ET	ARM CHANGE NOTICE SCHEDULED FOR 03/19/09	SYSTEM ID
8940		03/18/2009	D19	DEF - OPTIONS TO AVOID FORECLOSURE	SYSTEM ID
8940		03/13/2009	CBR	DELINQUENT: 30 DAYS	SYSTEM ID
8940		03/11/2009	DM	3P CAITLIN WARD DAUGHTER ASKING ABOUT THE INF	RINA ASENTISTA
8940		03/11/2009	DM	WITH REG TO POSS RESTRUCTURING THE LOAN.ADV WILL	RINA ASENTISTA
8940		03/11/2009	DM	NEED FIN INFO.ADV TO CB IF FIN IS AVAIL SED THAT	RINA ASENTISTA
8940		03/11/2009	DM	SHE WILL LET HER MOTHER CB FOR THE INFO.ADV OF THE	RINA ASENTISTA
8940		03/11/2009	DM	COLL TOLL FREE NUM	RINA ASENTISTA
8940		03/11/2009	DM	ACTION/RESULT CD CHANGED FROM NOTE TO NOTE	RINA ASENTISTA
8940		03/05/2009	DMD	03/04/09 17:49:46 LEFT MESSAGE	DAVOX INCOMING FILE
8940		03/05/2009	DMD	03/04/09 14:30:19 Left Message	DAVOX INCOMING FILE
8940		03/05/2009	DMD	03/04/09 10:53:23 Left Message	DAVOX INCOMING FILE
8940		03/04/2009	DMD	03/03/09 18:10:19 LEFT MESSAGE	DAVOX INCOMING FILE
8940		03/04/2009	DMD	03/03/09 14:47:52 LEFT MESSAGE	DAVOX INCOMING FILE
8940		03/04/2009	DMD	03/03/09 10:46:43 Left Message	DAVOX INCOMING FILE
8940		03/03/2009	DM	EARLY IND: SCORE 396 MODEL EI30C	SYSTEM ID
8940	CACRT	03/02/2009	NT	CA LETTER sent and imaged; cert # can	TEAYA HAYES
8940	CACRT	03/02/2009	NT	be obtained on imaged doc	TEAYA HAYES
8940		03/02/2009	OL	WDOYLOSS CA NO CONTACT NOTICE CERTIFIED	TEAYA HAYES
8940		02/27/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		02/27/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		02/27/2009	DMD	02/27/09 10:52:34 MSG ANS MACH	DAVOX INCOMING FILE
8940		02/25/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		02/25/2009	DMD	02/24/09 15:08:20 Left Message	DAVOX INCOMING FILE

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940		02/25/2009	DMD	02/24/09 10:50:58 LEFT MESSAGE	DAVOX INCOMING FILE
8940		02/24/2009	DMD	02/22/09 14:53:54 Left Message	DAVOX INCOMING FILE
8940		02/24/2009	DMD	02/21/09 13:25:47 Left Message	DAVOX INCOMING FILE
8940		02/24/2009	DMD	02/21/09 09:39:52 Left Message	DAVOX INCOMING FILE
8940		02/20/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		02/20/2009	DMD	02/19/09 15:49:45 Left Message	DAVOX INCOMING FILE
8940		02/20/2009	DMD	02/19/09 10:56:42 Left Message	DAVOX INCOMING FILE
8940		02/18/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		02/18/2009	DMD	02/17/09 15:32:17 LEFT MESSAGE	DAVOX INCOMING FILE
8940		02/18/2009	DMD	02/17/09 11:54:33 LEFT MESSAGE	DAVOX INCOMING FILE
8940		02/16/2009	DM	EARLY IND: SCORE 003 MODEL EI16C	SYSTEM ID
8940		02/16/2009	DMD	02/13/09 18:37:37 LEFT MESSAGE	DAVOX INCOMING FILE
8940		02/16/2009	DMD	02/13/09 14:34:34 Left Message	DAVOX INCOMING FILE
8940		02/16/2009	DMD	02/13/09 11:01:51 LEFT MESSAGE	DAVOX INCOMING FILE
8940		02/16/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		02/13/2009	CBR	DELINQUENT: 30 DAYS	SYSTEM ID
8940		02/13/2009	ET	ARM CHANGE NOTICE SCHEDULED FOR 02/16/09	SYSTEM ID
8940		02/12/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		02/12/2009	DMD	02/11/09 15:55:46 Left Message	DAVOX INCOMING FILE
8940		02/12/2009	DMD	02/11/09 11:31:42 Left Message	DAVOX INCOMING FILE
8940		02/12/2009	D19	DEF - OPTIONS TO AVOID FORECLOSURE	SYSTEM ID
8940		02/09/2009	DMD	02/06/09 18:47:24 LEFT MESSAGE	DAVOX INCOMING FILE
8940		02/09/2009	DMD	02/06/09 15:24:55 Left Message	DAVOX INCOMING FILE
8940		02/09/2009	DMD	02/06/09 11:00:36 Left Message	DAVOX INCOMING FILE
8940		02/05/2009	DMD	02/04/09 18:24:17 LEFT MESSAGE	DAVOX INCOMING FILE
8940		02/05/2009	DMD	02/04/09 14:45:57 Left Message	DAVOX INCOMING FILE
8940		02/05/2009	DMD	02/04/09 10:05:09 Left Message	DAVOX INCOMING FILE
8940		02/03/2009	DM	EARLY IND: SCORE 396 MODEL EI30C	SYSTEM ID
8940		01/30/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		01/30/2009	DMD	01/29/09 14:49:28 Left Message	DAVOX INCOMING FILE
8940		01/30/2009	DMD	01/29/09 11:05:38 Left Message	DAVOX INCOMING FILE
8940		01/30/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		01/30/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		01/30/2009	DMD	01/30/09 11:17:04 MSG ANS MACH	DAVOX INCOMING FILE
8940		01/28/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE

Date Data as-of: March 5, 2014

Loan History

Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940		01/28/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		01/28/2009	DMD	01/27/09 11:28:56 LEFT MESSAGE	DAVOX INCOMING FILE
8940		01/27/2009	DMD	01/25/09 14:44:42 Left Message	DAVOX INCOMING FILE
8940		01/27/2009	DMD	01/24/09 14:02:26 Left Message	DAVOX INCOMING FILE
8940		01/27/2009	DMD	01/24/09 09:55:26 Left Message	DAVOX INCOMING FILE
8940		01/26/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		01/26/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		01/26/2009	DMD	01/26/09 17:19:38 MSG ANS MACH	DAVOX INCOMING FILE
8940		01/25/2009	DM	MANUAL OUTBOUND ATTEMPT LEFT MESG	TRACI ROJAS
8940		01/25/2009	DM	ACTION/RESULT CD CHANGED FROM BRSS TO NOTE	TRACI ROJAS
8940		01/23/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		01/23/2009	DMD	01/22/09 15:08:10 LEFT MESSAGE	DAVOX INCOMING FILE
8940		01/23/2009	DMD	01/22/09 11:24:12 Left Message	DAVOX INCOMING FILE
8940		01/21/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		01/21/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		01/21/2009	DMD	01/20/09 11:43:26 Left Message	DAVOX INCOMING FILE
8940		01/20/2009	DMD	01/18/09 14:45:57 Left Message	DAVOX INCOMING FILE
8940		01/20/2009	DMD	01/17/09 14:44:32 LEFT MESSAGE	DAVOX INCOMING FILE
8940		01/20/2009	DMD	01/17/09 09:54:07 Left Message	DAVOX INCOMING FILE
8940		01/20/2009	D28	FORCED BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		01/16/2009	ET	ARM CHANGE NOTICE SCHEDULED FOR 01/19/09	SYSTEM ID
8940		01/06/2009	DM	EARLY IND: SCORE 003 MODEL EI16C	SYSTEM ID
8940	CUS	01/02/2009	NT	IOE posted 12/30/08 as a result of the	DAWN STONER
8940	CUS	01/02/2009	NT	Cristler settlement.	DAWN STONER
8940		12/19/2008	DMD	12/18/08 15:57:59 Left Message	DAVOX INCOMING FILE
8940		12/19/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		12/19/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		12/19/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		12/19/2008	DMD	12/18/08 11:01:38 Left Message	DAVOX INCOMING FILE
8940		12/19/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		12/19/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		12/18/2008	ET	ARM CHANGE NOTICE SCHEDULED FOR 12/19/08	SYSTEM ID
8940		12/05/2008	DM	EARLY IND: SCORE 003 MODEL EI16C	SYSTEM ID
8940		11/18/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		11/17/2008	ET	ARM CHANGE NOTICE SCHEDULED FOR 11/18/08	SYSTEM ID

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940		11/05/2008	DM	EARLY IND: SCORE 003 MODEL EI16C	SYSTEM ID
8940		10/17/2008	ET	ARM CHANGE NOTICE SCHEDULED FOR 10/17/08	SYSTEM ID
8940		10/15/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		10/07/2008	DM	EARLY IND: SCORE 003 MODEL EI16C	SYSTEM ID
8940		09/17/2008	ET	ARM CHANGE NOTICE SCHEDULED FOR 09/18/08	SYSTEM ID
8940		09/16/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		09/12/2008	CBR	PREVIOUSLY REPORTED DELINQUENT:NOW CURRENT	SYSTEM ID
8940		09/05/2008	DM	EARLY IND: SCORE 002 MODEL EI16C	SYSTEM ID
8940	INQ30	09/03/2008	CIT	002 DONE 09/03/08 BY TLR 01439	MARIANNE REITER
8940	INQ30	09/03/2008	CIT	TSK TYP 255-CC COR TRACKING	MARIANNE REITER
8940	INQ30	09/03/2008	CIT	002 clsng - 218 ltr snt added auth mr4606	MARIANNE REITER
8940		09/03/2008	OL	WDOYCUS - AUTHORIZATION CONFIRMATION	MARIANNE REITER
8940	INQ30	08/29/2008	CIT	002 Open CIT#255 corr rec	JACOB HUTCHISON
8940		08/18/2008	ET	ARM CHANGE NOTICE SCHEDULED FOR 08/19/08	SYSTEM ID
8940		08/15/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		08/14/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		08/14/2008	DMD	08/13/08 20:32:22 NO ANS	DAVOX INCOMING FILE
8940		08/14/2008	DMD	08/13/08 15:30:17 MSG ANS MACH	DAVOX INCOMING FILE
8940		08/14/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		08/14/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		08/14/2008	DMD	08/14/08 18:56:07 ANS MACH	DAVOX INCOMING FILE
8940		08/13/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		08/13/2008	DMD	08/13/08 08:31:37 No Answer	DAVOX INCOMING FILE
8940		08/13/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		08/13/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		08/13/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		08/13/2008	DMD	08/13/08 15:30:17 MSG ANS MACH	DAVOX INCOMING FILE
8940		08/12/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		08/12/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		08/12/2008	DMD	08/12/08 15:12:54 MSG ANS MACH	DAVOX INCOMING FILE
8940		08/12/2008	D19	DEF - OPTIONS TO AVOID FORECLOSURE	SYSTEM ID
8940		08/08/2008	CBR	DELINQUENT: 30 DAYS	SYSTEM ID
8940		08/08/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		08/08/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		08/08/2008	DMD	08/07/08 22:10:43 MSG ANS MACH	DAVOX INCOMING FILE

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940		08/06/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		08/06/2008	DMD	08/05/08 22:29:07 NO ANS	DAVOX INCOMING FILE
8940		08/06/2008	DMD	08/05/08 19:35:00 MSG ANS MACH	DAVOX INCOMING FILE
8940		08/06/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		08/06/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		08/06/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		08/06/2008	DMD	08/06/08 12:13:06 Left Message	DAVOX INCOMING FILE
8940		08/06/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		08/06/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		08/06/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		08/06/2008	DMD	08/06/08 09:10:51 No Answer	DAVOX INCOMING FILE
8940		08/06/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		08/05/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		08/05/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		08/05/2008	DMD	08/05/08 19:35:00 MSG ANS MACH	DAVOX INCOMING FILE
8940		08/04/2008	DM	EARLY IND: SCORE 398 MODEL EI30C	SYSTEM ID
8940		07/31/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		07/31/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		07/31/2008	DMD	07/31/08 13:28:14 NO ANS	DAVOX INCOMING FILE
8940		07/31/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		07/31/2008	DMD	07/31/08 08:04:40 No Answer	DAVOX INCOMING FILE
8940		07/31/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		07/30/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		07/30/2008	DMD	07/30/08 17:51:07 ANS MACH	DAVOX INCOMING FILE
8940		07/30/2008	DMD	07/30/08 10:40:27 NO ANS	DAVOX INCOMING FILE
8940		07/29/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		07/29/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		07/29/2008	DMD	07/29/08 16:52:36 NO ANS	DAVOX INCOMING FILE
8940		07/29/2008	DMD	07/29/08 12:18:10 Left Message	DAVOX INCOMING FILE
8940		07/29/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		07/29/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		07/29/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		07/29/2008	DMD	07/29/08 08:23:52 No Answer	DAVOX INCOMING FILE
8940		07/29/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		07/23/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940		07/23/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		07/23/2008	DMD	07/23/08 13:56:13 BUSY	DAVOX INCOMING FILE
8940		07/22/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		07/22/2008	DMD	07/22/08 09:09:20 LEFT MESSAGE	DAVOX INCOMING FILE
8940		07/22/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		07/21/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		07/18/2008	CBR	PREVIOUSLY REPORTED DELINQUENT:NOW CURRENT	SYSTEM ID
8940		07/18/2008	ET	ARM CHANGE NOTICE SCHEDULED FOR 07/18/08	SYSTEM ID
8940		07/07/2008	DM	EARLY IND: SCORE 011 MODEL EI16C	SYSTEM ID
8940		06/17/2008	ET	ARM CHANGE NOTICE SCHEDULED FOR 06/18/08	SYSTEM ID
8940		06/13/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		06/12/2008	DM	PROMISE KEPT 06/12/08 PROMISE DT 06/12/08	SYSTEM ID
8940		06/12/2008	DM	PROMISE KEPT 06/12/08 PROMISE DT 06/12/08	SYSTEM ID
8940		06/12/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		06/12/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		06/12/2008	DMD	06/12/08 13:11:09 HANGUP IN Q	DAVOX INCOMING FILE
8940		06/12/2008	DM	B1 CI ASKNG WHY HE'S OWING FOR 2MOS.,ESCROW WAS	FANNIE YAP FAN
8940		06/12/2008	DM	EXPLND,ADVCD W/ HIS UNAP BALANCE &MADE PBP 137.02	FANNIE YAP FAN
8940		06/12/2008	DM	FOR MAYS DUE &PROMISE TO PAY AFTR 2DAYS HIS WIFE	FANNIE YAP FAN
8940		06/12/2008	DM	WD CALL BCK TO MAKE THA ACC CURRNT, HE'S IRATE BCS	FANNIE YAP FAN
8940		06/12/2008	DM	OF THE ESCROW INCRS	FANNIE YAP FAN
8940		06/12/2008	DM	DFLT REASON 1 CHANGED TO: PAYMENT ADJUSTMENT	FANNIE YAP FAN
8940		06/12/2008	DM	ACTION/RESULT CD CHANGED FROM BRSS TO BRSS	FANNIE YAP FAN
8940		06/12/2008	DM	B1 CI ASKNG WHY HE'S OWING FOR 2MOS.,ESCROW WAS	FANNIE YAP FAN
8940		06/12/2008	DM	EXPLND,ADVCD W/ HIS UNAP BALANCE &MADE PBP 137.02	FANNIE YAP FAN
8940		06/12/2008	DM	FOR MAYS DUE &PROMISE TO PAY AFTR 2DAYS HIS WIFE	FANNIE YAP FAN
8940		06/12/2008	DM	WD CALL BCK TO MAKE THA ACC CURRNT, HE'S IRATE BCS	FANNIE YAP FAN
8940		06/12/2008	DM	OF THE ESCROW INCRS	FANNIE YAP FAN
8940		06/12/2008	DM	DFLT REASON 1 CHANGED TO: PAYMENT ADJUSTMENT	FANNIE YAP FAN
8940		06/12/2008	DM	ACTION/RESULT CD CHANGED FROM OAPC TO BRSS	FANNIE YAP FAN
8940		06/12/2008	D19	DEF - OPTIONS TO AVOID FORECLOSURE	SYSTEM ID
8940		06/11/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		06/11/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		06/11/2008	DMD	06/11/08 18:55:23 NO ANS	DAVOX INCOMING FILE
8940	CSH	06/11/2008	NT	B1 ci wanted to know when was the last pmt	LAUREN DONATELL

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940	CSH	06/11/2008	NT	received adz also wanted to know how to auth his	LAUREN DONATELL
8940	CSH	06/11/2008	NT	wife on the loan gave options rqst the autho	LAUREN DONATELL
8940	CSH	06/11/2008	NT	letter Joaquin/77613	LAUREN DONATELL
8940	INQ	06/11/2008	NT	Letter mailed to customer.	LAUREN DONATELL
8940	INQ	06/11/2008	NT	Letter: 2:68	LAUREN DONATELL
8940		06/11/2008	OL	WDOYCUS - RELEASE OF INFO COVER LTR & AU	LAUREN DONATELL
8940	CSH	06/11/2008	NT	3p/halloran/wife ci re 1st pmt adv need to have a	MELVIN MARTIN
8940	CSH	06/11/2008	NT	verbal auth from the borr melvin m 83191	MELVIN MARTIN
8940		06/10/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		06/10/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		06/10/2008	DMD	06/10/08 15:59:25 ANS MACH	DAVOX INCOMING FILE
8940		06/06/2008	CBR	DELINQUENT: 30 DAYS	SYSTEM ID
8940		06/04/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		06/04/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		06/04/2008	DMD	06/04/08 17:16:49 NO ANS	DAVOX INCOMING FILE
8940		06/03/2008	DM	EARLY IND: SCORE 397 MODEL EI30C	SYSTEM ID
8940		05/30/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		05/30/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		05/30/2008	DMD	05/30/08 12:35:28 HANGUP IN Q	DAVOX INCOMING FILE
8940		05/29/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		05/29/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		05/29/2008	DMD	05/29/08 16:56:54 NO ANS	DAVOX INCOMING FILE
8940		05/27/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		05/27/2008	DMD	05/27/08 11:48:27 PAR3 CONNECT	DAVOX INCOMING FILE
8940		05/27/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		05/20/2008	D28	FORCED BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		05/16/2008	ET	ARM CHANGE NOTICE SCHEDULED FOR 05/19/08	SYSTEM ID
8940		05/06/2008	DM	EARLY IND: SCORE 099 MODEL EI16C	SYSTEM ID
8940	ESC	05/02/2008	NT	b1 asking to have escrow waived adv of bring	PENNI BEAUPRE
8940	ESC	05/02/2008	NT	escrow to 0 it is at -2095.85 and needs 24	PENNI BEAUPRE
8940	ESC	05/02/2008	NT	month pymt history which would be dec. then adv of	PENNI BEAUPRE
8940	ESC	05/02/2008	NT	address and fax# to send request peni2b364204	PENNI BEAUPRE
8940		04/17/2008	ET	ARM CHANGE NOTICE SCHEDULED FOR 04/18/08	SYSTEM ID
8940	ESC	04/16/2008	NT	A3P ci to inq on escrow, adv. all info. alex	ALEJANDRA ROSAS
8940	ESC	04/16/2008	NT	r/77621	ALEJANDRA ROSAS

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940	INQ	04/16/2008	NT	cont..adv xfr to splcst./nrlync73662	NERLYN CAMA
8940	INQ	04/16/2008	NT	Auth3p cynthia- ins. broker,informed that b1 rcvd	NERLYN CAMA
8940	INQ	04/16/2008	NT	a letter that he needs to make a ballon pmnt of	NERLYN CAMA
8940	INQ	04/16/2008	NT	\$4362.00 but b1 doesnt understand that & she was	NERLYN CAMA
8940	INQ	04/16/2008	NT	told to cal gmac to verify the letter	NERLYN CAMA
8940	INQ	04/16/2008	NT	/nerlync73662	NERLYN CAMA
8940		04/02/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		03/18/2008	ET	ARM CHANGE NOTICE SCHEDULED FOR 03/19/08	SYSTEM ID
8940		03/12/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		03/05/2008	DM	EARLY IND: SCORE 097 MODEL EI16C	SYSTEM ID
8940		02/15/2008	ET	ARM CHANGE NOTICE SCHEDULED FOR 02/15/08	SYSTEM ID
8940		02/05/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		01/18/2008	ET	ARM CHANGE NOTICE SCHEDULED FOR 01/18/08	SYSTEM ID
8940		01/02/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		12/18/2007	ET	ARM CHANGE NOTICE SCHEDULED FOR 12/19/07	SYSTEM ID
8940		12/04/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		11/16/2007	ET	ARM CHANGE NOTICE SCHEDULED FOR 11/16/07	SYSTEM ID
8940		11/12/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		11/06/2007	DM	EARLY IND: SCORE 097 MODEL EI16C	SYSTEM ID
8940		10/18/2007	ET	ARM CHANGE NOTICE SCHEDULED FOR 10/19/07	SYSTEM ID
8940		10/02/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		09/17/2007	ET	ARM CHANGE NOTICE SCHEDULED FOR 09/18/07	SYSTEM ID
8940		09/04/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		08/17/2007	ET	ARM CHANGE NOTICE SCHEDULED FOR 08/17/07	SYSTEM ID
8940		08/02/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		07/18/2007	ET	ARM CHANGE NOTICE SCHEDULED FOR 07/19/07	SYSTEM ID
8940		07/04/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		06/22/2007	CBR	PURCHASED LOAN: SERVICING DATE =02/02/07	SYSTEM ID
8940		06/22/2007	CBR	CHANGE IN PRIMARY BORROWERS NAME, SSN	SYSTEM ID
8940		06/15/2007	ET	ARM CHANGE NOTICE SCHEDULED FOR 06/18/07	SYSTEM ID
8940		06/11/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		06/05/2007	DM	EARLY IND: SCORE 098 MODEL EI16C	SYSTEM ID
8940		05/31/2007	NT	0.00 REVERSED-MISAPPLIED	ROBERT GREEN
8940		05/25/2007	CBR	PURCHASED<60 DAYS:SERVICE DT = 02/02/07	SYSTEM ID
8940		05/18/2007	ET	ARM CHANGE NOTICE SCHEDULED FOR 05/18/07	SYSTEM ID

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940		05/03/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		04/17/2007	ET	ARM CHANGE NOTICE SCHEDULED FOR 04/18/07	SYSTEM ID
8940		04/13/2007	CBR	PURCHASED<60 DAYS:SERVICE DT = 02/02/07	SYSTEM ID
8940		04/06/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		04/05/2007	DM	EARLY IND: SCORE 068 MODEL EI16C	SYSTEM ID
8940	ALT	04/04/2007	NT	ran script to update pmt change dates	CHRISTA LEACH
8940	ALT	04/04/2007	NT	for hybrid option arms.	CHRISTA LEACH
8940	MLC	04/02/2007	NT	Removed from Manual lc processing	JESSICA MEIER
8940	MLC	04/02/2007	NT	Removed from Manual lc processing	JESSICA MEIER
8940	EOY50	03/30/2007	CIT	001 DONE 03/30/07 BY TLR 01492	HEIDI VANDERWERF
8940	EOY50	03/30/2007	CIT	TSK TYP 196-EOY-SSN CHANGE	HEIDI VANDERWERF
8940	EOY50	03/30/2007	CIT	001 new cit 196-- updated the ssn per loan ap.	HEIDI VANDERWERF
8940	EOY50	03/30/2007	CIT	closing cit. heidi v 4055	HEIDI VANDERWERF
8940		03/16/2007	ET	ARM CHANGE NOTICE SCHEDULED FOR 03/19/07	SYSTEM ID
8940	SKIP	03/16/2007	NT	No phone number returned from Innovis skip file	TRENT LITTLETON
8940		03/15/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		03/09/2007	CBR	PURCHASED<60 DAYS:SERVICE DT = 02/02/07	SYSTEM ID
8940		03/06/2007	DM	EARLY IND: SCORE 068 MODEL EI16C	SYSTEM ID
8940		03/01/2007	ET	ARM CHANGE NOTICE SCHEDULED FOR 02/16/07	SYSTEM ID
8940		03/01/2007	D28	MANUAL BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		02/28/2007	ET	ARM CHANGE NOTICE SCHEDULED FOR 01/19/07	SYSTEM ID
8940		02/27/2007	NT	ARM DATA PER NOTE	JILL SCHARES
8940		02/13/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		02/13/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		02/13/2007	DMD	02/13/07 14:27:50 UN-SUCCESSFUL	DAVOX INCOMING FILE
8940		02/13/2007	DM	TT B1 VERIFIED ACCNT, B1 WAS DRIVING AND COULD NOT	STEPHANY HOF
8940		02/13/2007	DM	VERIFY ALL INFO, ADVISED OF 60 DAY GRACE PERIOD,	STEPHANY HOF
8940		02/13/2007	DM	B1 STATED HE WOULD LIKE ALL INFO MAILED TO HIM,	STEPHANY HOF
8940		02/13/2007	DM	ACTION/RESULT CD CHANGED FROM BRIN TO BRUN	STEPHANY HOF
8940		02/12/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		02/12/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
8940		02/12/2007	DMD	02/10/07 11:47:06 INCOMPLETE	DAVOX INCOMING FILE
8940		02/10/2007	DM	ACQ CALL, NO CONTACT	ANN-MARIE RIDGWAY
8940		02/10/2007	DM	DFLT REASON 1 CHANGED TO: UNABLE TO CONTACT BORR	ANN-MARIE RIDGWAY
8940		02/10/2007	DM	ACTION/RESULT CD CHANGED FROM OASK TO BRIN	ANN-MARIE RIDGWAY

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Transaction s Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
8940		02/09/2007	CBR	PURCHASED<60 DAYS:SERVICE DT = 02/02/07	SYSTEM ID
8940		02/09/2007	DM	ACTION/RESULT CD CHANGED FROM TO OASK	JASON BUTLER
8940	SKIP	02/09/2007	NT	Phone number update from Innovis skip file	JASON BUTLER
8940		02/06/2007	DM	EARLY IND: SCORE 069 MODEL EI16N	SYSTEM ID
8940		02/05/2007	DM	EARLY IND: SCORE 394 MODEL EI30N	SYSTEM ID
8940	PF2	02/05/2007	NT	In is currently in arm contract O100	CHRISTA LEACH
8940	ALT	02/05/2007	NT	mail code 5 arm loan contract 0100.	ANN MCCAHERN
8940		02/05/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
8940		02/05/2007	D19	WELCOME LETTER ELIGIBLE	SYSTEM ID
8940		02/02/2007	CLS	0000O/B 000905000.00 P/B 000907727.14 12/01/06	APRILLE NATIOLA
8940		02/02/2007	DM	BREACH HOLD PLACED-EXPIRATION DATE 03/07/07	SUJITH SOMANATHAN

Exhibit F

GMAC Mortgage

P.O. Box 4622
Waterloo, IA 50704-4622

01/14/2011

6

BERNARD V WARD
3300 KIRKHAM STREET
SAN FRANCISCO CA 94122

Re: Loan Number [REDACTED] 8940

Property - 3300 KIRKHAM STREET
SAN FRANCISCO CA 94122-0000

Dear BERNARD V WARD

This Repayment Agreement, ('Agreement'), Made 01/14/2011, (the 'Effective Date'), between BERNARD V WARD and GMAC Mortgage, LLC, ('Lender') and amends and supplements (1) the Mortgage, Deed of Trust to Secure Debt, (the 'Security Instrument'), dated 10/25/2006 and (2) the promissory note ('Note') bearing the same date as , and secured by, the Security Instrument which covers the real and personal property described in the Security Instrument.

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

In consideration for the mutual promises and agreements exchanged, the parties hereto agree as follows, (notwithstanding anything to the contrary in the Note or Security Instrument):

1. Payments must be received on or before the due date provided for in this Agreement or the Agreement will be null and void.
2. All payments must be mailed to:

GMAC Mortgage, LLC
Attn: Payment Processing Center
3451 Hammond Avenue
Waterloo, IA 50702
3. There presently remains an outstanding indebtedness to the "Lender" pursuant to a note (the 'Note') and mortgage (the 'Mortgage') or equivalent Security Instrument executed on 10/25/2006 in the original principal amount of \$905,000.00.
4. This Agreement, as well as any subsequent modification of your original Note and Mortgage, will require you to escrow for the payment of your real state taxes and/or the premiums for any required insurance coverage. Any prior waiver of escrows by the "Lender" is no longer in effect. "Lender" will draw on this escrowed funds to pay your real estate taxes and insurance premiums as they come due.

Please note that your escrow payment amount will adjust if your taxes, insurance premiums, mortgage insurance premiums, and/or assessment amounts change, so the amount of your monthly payment will also adjust as permitted by law. This means that your monthly payment may change. Your initial monthly escrow payment will be \$575.12. This amount is included in the loan payment; you do not need to remit this amount separately.

5. "Lender" has instituted foreclosure proceedings against the property securing the indebtedness and the foreclosure will continue to be in full force and effect until the default described herein is cured except as otherwise provided for in this agreement.
6. "Lender" agrees to suspend foreclosure activity on your delinquent account provided that you execute and return this Agreement, along with the initial payment toward the delinquency in the amount of \$3,260.26, by 02/01/2011.
7. You will be required to make 3 payments according to the following schedule.

Date	Amount
02/01/2011	\$3,260.26
03/01/2011	\$3,260.26
04/01/2011	\$3,260.26

If you were previously required to remit payments by certified funds, this requirement extends through the Workout Plan.

8. Once all scheduled payments have been received, your situation will be reviewed to determine the best option for resolving the remaining delinquency.
9. If you file for bankruptcy protection, at any time during the period covered by this Agreement and the schedule of payments, this Agreement will be automatically voided.
10. We will honor this Agreement as long as all of the described conditions and requirements are met. If, at any time, you fail to comply with any of the provisions of this Agreement, this Agreement will be considered null and void and we will resume foreclosure.
11. If the Agreement is cancelled, terminated, or rescinded for any reason, all funds received will be applied to your loan and none will be refunded.
12. It is expressly understood and agreed that the default is not cured or waived by acceptance of any monies paid hereunder.

If you should have any questions, please contact us at 1-800-850-4622.

Loan Modification Department

Notice: Federal law requires that we advise you that this notice is from a debt collector attempting to collect on a debt and any information obtained will be used for that purpose only.

Loan Number: [REDACTED] 8940

Please sign and return this Agreement by 02/01/2011.

Colleen M. Bullock Power of attorney for Bernard V Ward 1-23-11

BERNARD V WARD

Date

Date

Fax to: 1-866-340-5043

Exhibit G

Porter, Michael - TX

From: Deborah.Curry@wellsfargo.com
Sent: Thursday, April 07, 2011 8:43 AM
To: Porter, Michael - TX
Subject: 8940 Ward

Hello Michael,

Office is pleased to advise you that your Loan Modification request is approved as follows:

Terms	Modified/New
	\$1,129,853.88
Interest Rate	2.875%, 3.875%, 4.86%
P&I	\$2,706.95, \$3,648.48, \$4,575.91
Maturity Date	04/01/2047
Due Date	05/01/2011
Product Type	Step/fixed
Principal Forgiveness	
Balloon Payment	
Balloon Date	
Modification Effective Date	04/01/2011

attests that these are true and accurate figures and modification will fully amortize per PSA requirements. Master Servicer reserves the right to request supporting documents for review. This approval is subject to the Mortgage Insurance Company's approval, if applicable.

The approval provided by Default Servicing Management at Wells Fargo Bank, N.A. is (1) specific to the allowance of modifications under the terms of the governing security documents and (2) based on the documentation provided by your office that indicates that modification is the most appropriate means to mitigate the delinquency of the subject loan.

Further evaluation of the actual terms of the modification occurs at the time monthly remittance reporting is provided to the Collateral Administration Department at Wells Fargo Bank, N.A. If, at that time, it is determined that the modified terms do not amortize properly, subsequent denial of the modification will occur.

Thank you,

Deborah Curry
Default Servicing Management
Securities Administration Services Analyst II
Wells Fargo Bank
750 Bering
Houston, Texas 77057

4/7/2011

deborah.curry@wellsfargo.com

713-243-4161 Telephone

866-644-2182 Fax

For escalated issues please contact: david.e.caudill@wellsfargo.com

"Yesterday is History, Tomorrow is a Mystery, Today is a Gift....That's why it's called the "Present".

From: Porter, Michael - TX [mailto:Michael.Porter@gmacrescap.com]

Sent: Tuesday, April 05, 2011 11:00 AM

To: CTS Default Modification Request

Subject: NON-HMP Perm Mod Proposal for loan# [REDACTED] 8940

Attached is the Asset Plan for Non – HMP proposal on loan # [REDACTED] 8940 for your review.

Thank you in advance for your consideration.

Regards,

Michael Porter

Senior Modification Underwriter

GMAC Rescap

Phone: 214.874.2541

Fax: 866.715.2975

michael.porter@gmacrescap.com

Exhibit H

Ref: Correspondence Imaged

Corr 4/22/11
Type Date**GMAC Mortgage**

April 28, 2011

Timothy J Halloran
88 Kearny Street Suite 1000
San Francisco CA 94108RE: Account Number [REDACTED] 8940
Mortgagor Bernard V Ward
Property Address 3300 Kirkham Street
San Francisco CA 94122

Dear Timothy J Halloran:

This letter is in response to your inquiry regarding loan modification on the above referenced account.

Please be advised, the traditional permanent modification was approved on April 21, 2011 with an effective date of May 1, 2011. As indicated in your correspondence, the scheduled monthly payment of \$3,253.24 includes the principal and interest payment being \$2,678.12. The modified interest rate is 2.875%.

With any questions regarding the loan modification, please contact our Loss Mitigation Department at 1-800-850-4622.

If you have any further questions, please contact Customer Care at 1-800-766-4622 between the hours of 6:00 am to 10:00 pm CT Monday through Friday and 9:00 am to 1:00 pm CT on Saturday.

Customer Care
Loan Servicing

DC

Exhibit 3

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

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

**DECLARATION OF GREGORY L. HUBER IN SUPPORT OF THE RESCAP
BORROWER CLAIMS TRUST’S OBJECTION TO CLAIM NO. 684 FILED BY
BERNARD WARD AND COLLEEN HALLORAN**

I, Gregory L. Huber, hereby declare as follows:

1. I am over the age of 21 and competent to testify in this matter. I have personal knowledge of the matters stated herein unless otherwise indicated.

2. I am an attorney licensed to practice in the State of California. I am a lawyer at the law firm Severson & Werson (the “Firm”), and my office address is One Embarcadero Center, 26th Floor, San Francisco, CA 94111.

3. I am counsel of record for GMAC Mortgage, LLC (“GMACM”) in the matter styled *Bernard Ward and Colleen Halloran v. GMAC Mortgage, LLC and Does 1-20*, Case No. CGC-11-511574, filed in the Superior Court of the State of California, City and County of San Francisco (“State Court Action”).

4. I submit this declaration (the “Declaration”) in support of the *ResCap Borrower Claims Trust’s Objection To Claim No. 684 Filed By Bernard Ward and Colleen Halloran* (the “Objection”).

5. Except as otherwise indicated, all facts set forth in this Declaration are based upon my personal knowledge of Ward and Halloran’s litigation against GMACM and the Firm’s role in that litigation, and all statements made in this Declaration are based on my

familiarity with the Firm's book and records kept in the course of its regularly conducted business activities. If I were called upon to testify, I could and would testify competently to the facts set forth herein on that basis.

6. On June 8, 2011, the Claimants filed a complaint against GMACM (the "Complaint"), commencing the State Court Action. A copy of the Complaint is attached hereto as Exhibit A.

7. GMACM filed an answer to the Complaint on July 15, 2011. The parties subsequently engaged in written discovery, including responding to document production requests. In response to the document production requests, GMACM provided the Claimants with a number of documents from its books and records. The documents provided included, among others, the following:

- a. Second Loan Modification, dated July 22, 2011, a copy of which is attached hereto as Exhibit B;
- b. July 28, 2011 Email Between Employee of GMACM, a copy of which is attached hereto as Exhibit C.

8. In response to the document production requests, the Claimants provided GMACM with a number of documents that they sent or received from GMACM. The documents received included, among others, the following:

- a. Financial Analysis Form, a copy of which is attached hereto as Exhibit D;
- b. Letter from Timothy Halloran, a copy of which is attached hereto as Exhibit E.

9. GMACM also deposed Timothy Halloran, the Claimant's attorney, and Colleen Halloran. Copies of those deposition transcripts are attached hereto as Exhibit F and Exhibit G, respectively.

10. On February 17, 2012, GMACM filed a Motion for Summary Judgment in the State Court Action. Before GMACM's Motion for Summary Judgment was heard, the litigation was stayed on May 29, 2012 as a result of the Debtor's bankruptcy case. The stay remains in effect. See State Court Docket, attached hereto as Exhibit H.

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

Dated: July 14, 2016

/s/ Gregory L. Huber
Gregory L. Huber
Severson & Werson, LLP

Exhibit A

1 Timothy J. Halloran - 104498
Karen Stromeyer - 245712
2 MURPHY, PEARSON, BRADLEY & FEENEY
88 Kearny Street, 10th Floor
3 San Francisco, CA 94108-5530
Tel: (415) 788-1900
4 Fax: (415) 393-8087

5 Attorneys for Plaintiffs
BERNARD WARD and COLLEEN
6 HALLORAN

ENDORSED
FILED
San Francisco County Superior Court

JUN - 8 2011

CLERK OF THE COURT
BY: PARAM NATT
Deputy Clerk

7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 CITY AND COUNTY OF SAN FRANCISCO

10
11 BERNARD WARD, and COLLEEN
HALLORAN,

12 Plaintiffs,

13
14 v.

15
16 GMAC MORTGAGE, LLC, and DOES 1-20,
17 Defendants.

Case No. CGC-11-511574

COMPLAINT FOR:

1. BREACH OF CONTRACT
2. NEGLIGENCE
3. WRONGFUL FORECLOSURE [Civ.
Code § 2920 *et seq.*]
4. TO SET ASIDE WRONGFUL SALE
5. INTENTIONAL
MISREPRESENTATION
6. NEGLIGENT
MISREPRESENTATION
7. FRAUD
8. UNFAIR BUSINESS PRACTICES
[Bus. & Prof. § 17200 *et seq.*]
9. DECLARATORY RELIEF
10. INJUNCTIVE RELIEF
11. SPECIFIC PERFORMANCE

AND DEMAND FOR JURY TRIAL

18
19
20
21
22 Plaintiffs BERNARD WARD and COLEEN HALLORAN allege against Defendants GMAC
23 MORTGAGE, LLC and DOES 1-20 as follows:

24 GENERAL ALLEGATIONS

25 1. The entirety of this Complaint is pled upon information and belief, and each allegation
26 contained here is likely to have evidentiary support after a reasonable opportunity for further
27 investigation or discovery.
28

1 **Parties and Jurisdiction:**

2 2. Plaintiff COLLEEN HALLORAN is a resident of San Francisco, California.

3 COLLEEN HALLORAN holds power of attorney for Plaintiff BERNARD WARD, and at all times
4 material to this complaint she resided in the City and County of San Francisco.

5 3. The real property at issue herein is situated at 3300 Kirkham Street, in the City and
6 County of San Francisco, California.

7 4. Plaintiffs are informed, believe, and thereon allege that at all times mentioned in this
8 Complaint Defendant GMAC MORTGAGE, LLC ("GMAC") was a limited liability company
9 organized under the laws of the State of Delaware, duly qualified to do business in the State of
10 California.

11 5. Plaintiffs are ignorant of the true names and capacities of Defendants sued in this
12 complaint as Does 1 through 20, and each of them, and therefore sue these Defendants by fictitious
13 names. Plaintiffs will amend this complaint to allege these Defendants' true names and capacities
14 when ascertained.

15 6. At all times mentioned in this Complaint, GMAC and Does 1 through 20, and each of
16 them, were individuals or business entities, form unknown, who resided or did business in the State of
17 California.

18 7. Plaintiffs are informed, believe, and thereon allege that each Defendant is contractually,
19 strictly, negligently, intentionally, vicariously, or otherwise legally responsible in some manner for the
20 acts, omissions and occurrences, alleged in this complaint, and thereby were the proximate cause of
21 Plaintiffs' damages as set forth herein.

22 8. Plaintiffs are informed, believe, and thereon allege that at all times mentioned in this
23 Complaint, each of the Defendants was the agent and employee of each of the other remaining
24 Defendants, and in doing the things alleged in this Complaint, was acting within the course and scope
25 of this agency and employment, and each defendant has ratified and approved the acts of its agent.

26 9. Plaintiffs are informed, believe, and allege, that each of the Defendants was the
27 successor in interest to each of the remaining Defendants, and on that basis is liable for any act or
28 omission of the Defendants alleged in this Complaint.

1 10. Plaintiffs are informed, believe, and allege that venue is proper in this county because
2 one of the Defendants resides here, the property at issue is located here, and the transactions at issue
3 herein occurred in the City and County of San Francisco.

4 **General Factual Allegations:**

5 11. On or about 2001, Plaintiffs purchased certain real property known as 3300 Kirkham
6 Street, in the City and County of San Francisco California ("Subject Property").

7 12. On or about October 25, 2006, Plaintiffs entered into a Mortgage and Deed of Trust to
8 Secure Property and promissory note dated October 25, 2006 secured by the Mortgage and Deed of
9 Trust to Secure Property for the mortgage loan on the Subject Property (collectively "Mortgage
10 Loan").

11 13. Plaintiffs made each payment due under the Mortgage Loan.

12 14. Plaintiffs are informed, believe, and thereon allege that at some time in early 2010, the
13 Mortgage Loan was transferred to GMAC. The Mortgage Loan for the subject property is
14 administered by GMAC as Loan No. [REDACTED] 8940. GMAC expressly or impliedly, was assigned all
15 the rights and liabilities under the Mortgage Loan and thereby took of the benefits of the Mortgage
16 Loan and became liable to Plaintiff for all liabilities arising under the execution of the Mortgage Loan
17 and performance of the terms of the Mortgage Loan.

18 15. In approximately May 2009, Plaintiffs began experiencing financial difficulties in
19 making their monthly payments.

20 16. In or about December 2009 GMAC began non-judicial foreclosure proceedings related
21 to the Subject Property.

22 17. In or about August 2010 Plaintiffs, through their counsel, requested a loan modification
23 pursuant to the Home Affordable Modification Program ("HAMP").

24 18. On or about August 26, 2010, GMAC sent correspondence to Plaintiffs denying a loan
25 modification under HAMP claiming that the principal balance exceed the program limits.

26 19. On or about September 9, 2010, counsel for Plaintiffs sent correspondence to GMAC
27 Loss Mitigation further attempting to cure the delinquent amounts owing and negotiate a loan
28 modification for Loan No. [REDACTED] 8940 for the Subject Property. Additional financial analysis for

1 Plaintiffs was provided to GMAC demonstrating that Plaintiffs were eligible for loan modification
2 under HAMP.

3 20. On or about January 14, 2011, Plaintiffs and GMAC entered into a written Repayment
4 Agreement ("Repayment Agreement"). A true and correct copy of the Repayment Agreement is
5 attached hereto as Exhibit 1 and incorporated herein as though fully set forth in full. The Repayment
6 Agreement expressly amended and supplemented (1) the Mortgage and Deed of Trust to Secure
7 Property for the Subject Property dated October 25, 2006; and (2) the promissory note dated October
8 25, 2006 secured by the Mortgage and Deed of Trust to Secure Property for the Subject Property dated
9 October 25, 2006. GMAC is expressly identified as the Lender in these documents. The Repayment
10 Agreement set forth a payment schedule to be made to suspend foreclosure activity on the account:
11 payments of \$3,260.26 due on February 1, 2011, March 1, 2011, and April 1, 2011.

12 21. Plaintiffs timely made all required payments under the Repayment Agreement.

13 22. In accordance with the Repayment Agreement, on or about January 23, 2011 payment
14 in the amount of \$3,260.26 was made by Plaintiffs to GMAC to meet the February obligation. This
15 payment was accepted by GMAC.

16 23. In accordance with the Repayment Agreement, on or about February 19, 2011, payment
17 in the amount of \$3,260.26 was made by Plaintiffs to GMAC to meet the March obligation. This
18 payment was accepted by GMAC.

19 24. In accordance with the Repayment Agreement, on or about March 22, 2011, payment in
20 the amount of \$3,260.26 was made by Plaintiffs to GMAC to meet the April obligation. This payment
21 was accepted by GMAC. True and correct copies of checks establishing payments made by Plaintiffs
22 and accepted by GMAC pursuant to the Repayment Agreement are attached hereto as Exhibit 2.

23 25. On or about April 21, 2011, an individual who identified himself as an agent at Loss
24 Mitigation at GMAC informed counsel for Plaintiff in a telephone conference that Plaintiffs have been
25 approved as of April 21, 2011, for a permanent modified traditional modification to the loan with an
26 APR of 2.88% ("Permanent Loan Modification"). The 432 modified payments of principal, interest,
27 and PMI were to be \$3,253.24 per month.

28 26. Counsel for Plaintiffs confirmed the approval of the Permanent Loan Modification and

1 the modified loan terms in correspondence sent via email and facsimile to GMAC Loss Mitigation on
2 April 22, 2011, noting that while he was informed that the paperwork may not arrive in time for a May
3 1 payment, Plaintiffs would proceed to make the first payment on May 1 on a timely basis. A true and
4 correct copy of this correspondence is attached hereto as Exhibit 3 and incorporated herein.

5 27. Plaintiffs performed under the Permanent Loan Modification making payment in the
6 amount of \$3,253.24 to GMAC on or about April 26, 2011, to meet the May obligation. A copy of this
7 check is attached hereto as Exhibit 4. This payment was accepted by GMAC.

8 28. On or about April 28, 2011, GMAC sent the paperwork to Plaintiffs' counsel via United
9 States mail in the form of a letter **confirming that the traditional permanent loan modification was**
10 **approved on April 21, 2011**, with an effective date of May 1, 2011. The correspondence confirms
11 that the scheduled monthly payment was \$3,253.24. A true and correct copy of this correspondence is
12 attached hereto as Exhibit 5 and incorporated herein. The parties were then in contract for the
13 Permanent Loan Modification.

14 29. Despite the fact that GMAC was aware Plaintiffs were represented by counsel, almost
15 one month after GMAC had entered into the Permanent Loan Modification with Plaintiff, GMAC sent
16 a letter sent via United States mail dated May 17, 2011 to Plaintiffs' home stating that Plaintiffs'
17 request for a loan modification was denied because "[w]e service your loan on behalf of an investor or
18 group of investors that has not given us authority to modify your loan under the program requested."
19 A true and correct copy of this correspondence is attached hereto as Exhibit 6 and incorporated herein.
20 The letter further states "[w]e will continue to work with you to explore other options that may be
21 available for your circumstances." This letter was not received by Plaintiffs until May 21, 2011.

22 30. Unbeknownst and with no notice to Plaintiffs or their counsel, and in violation of the
23 Permanent Loan Modification, on May 20, 2011, GMAC foreclosed on the Subject Property and
24 allegedly sold it at a public sale that same date.

25 31. Upon receipt of the May 17, 2011 correspondence from GMAC, Plaintiffs' counsel
26 immediately contacted GMAC on May 23, 2007, where they were informed for the first time by the
27 foreclosure company for GMAC that the property was purchased by GMAC. An individual who
28 identified himself as an agent of GMAC, "Brett Becker" (800) 850-4622 ext. 2367483 ("Brett"), also

1 stated in reference to the May 17 letter that the "investor group" was Wells Fargo Bank. This is the
2 first time Plaintiffs had heard that GMAC allegedly was not the owner of the Mortgage Loan.

3 32. At all times and in all oral and written communications with the Plaintiffs prior to this
4 communication GMAC had identified themselves as the holder of the Mortgage Loan. At all times
5 and in all dealings with Plaintiffs GMAC represented and held itself out as all times as having the final
6 authority to approve and enter into contracts related to the Mortgage Loan.

7 33. Later that day, Plaintiffs' counsel sent via facsimile and email a Notice of Dispute for
8 illegal foreclosure and breach of contract to Loss Mitigation for GMAC demanding that it
9 acknowledge and perform under the Permanent Loan Modification, and accordingly to set aside the
10 wrongful foreclosure and sale of the Subject Property.

11 34. In several conversations with the GMAC agent identified as Brett, counsel for Plaintiffs
12 was informed that the foreclosure process for the Subject Property was "under review" by GMAC and
13 "working its way up the ladder," and that while this process was underway the status quo at the
14 property would be maintained, and there would be no further sale or transfer of the property in any
15 fashion. This agreement to preserve the status quo was confirmed in writing by Plaintiffs' counsel in
16 correspondence sent to GMAC via facsimile and email on May 25, 2011.

17 35. In correspondence sent to Plaintiffs via United States mail dated May 23, 2011, GMAC
18 enclosed check no. 12184971 issued by GMAC Mortgage, in the amount of \$3,715.42 made payable to
19 BERNARD V. WARD. The accompanying unsigned cover letter did not state what the check
20 represents, or why it was issued to WARD. Instead the letter states that "these funds do not represent
21 the full amount due to reinstate your account at this time." Plaintiffs are informed and believe and
22 thereon allege that this payment by GMAC was an attempt to refund the payment made by Plaintiffs
23 pursuant to the Permanent Loan Modification, and constituted a breach of the Permanent Loan
24 Modification by refusing to accept timely tendered funds in accordance with the agreement. The letter
25 then goes on to state that the account "has been transferred to our attorney to begin foreclosure
26 proceedings." This statement is false, as the property was foreclosed on and *sold to GMAC* on May
27 20, *three days before* GMAC claims in this correspondence that it will begin foreclosure process. A
28 true and correct copy of this correspondence is attached hereto as Exhibit 7 and incorporated herein.

1 36. On June 3, 2011, in violation of the oral representations of GMAC's agent Brett that the
2 status quo at the property would be maintained, and that there would be no further sale or transfer of
3 the Subject Property in any fashion while the foreclosure and sale were under review, agents of GMAC
4 posted a notice to quit on the Subject Property, effectively beginning eviction proceedings to disposes
5 Plaintiffs of their rightful possession of the property under the Permanent Loan Modification.

6 37. To date GMAC has refused to honor and abide by the terms of the Permanent Loan
7 Modification.

8 38. To date GMAC has also failed to produce promissory note showing the owner of the
9 Subject Property, and the holder of mortgage.

10 **FIRST CAUSE OF ACTION**

11 **(Breach of Contract Against all Defendants)**

12 39. Plaintiffs incorporate by reference paragraphs 1-38 as though fully set forth here.

13 40. On April 21, 2011, GMAC and Plaintiffs entered into a contract for a Permanent Loan
14 Modification for the mortgage on the Subject Property. This contract was confirmed in written
15 correspondence dated April 28, 2011 by GMAC to Plaintiff's counsel.

16 41. At all times GMAC represented to Plaintiffs and Plaintiffs' agents that they were the
17 lender and held the promissory note, and had the actual and final authority to enter in to contracts
18 related to the Mortgage Loan for the Subject Property.

19 42. Plaintiffs have performed all conditions, covenants, and promises required on Plaintiff's
20 part to be performed in accordance with the terms and conditions of the agreement.

21 43. GMAC breached their contract with Plaintiffs by returning the payment made by
22 Plaintiffs pursuant to the April 21, 2011 Permanent Loan Modification.

23 44. GMAC further breached their contract by foreclosing on the Subject Property in
24 violation of the April 21, 2011 Permanent Loan Modification.

25 45. GMAC further breached their contract with Plaintiffs by selling the Subject Property in
26 violation of the April 21, 2011 Permanent Loan Modification.

27 46. GMAC further breached the contract with Plaintiffs by beginning eviction procedures
28 against Plaintiffs in violation of their rightful possessory rights pursuant to the April 21, 2011

1 Permanent Loan Modification.

2 47. In addition to attorney's fees and costs incurred to enforce the contract between GMAC
3 and Plaintiffs, Plaintiffs are wrongfully in danger of losing their home, the equity in their home, have
4 suffered damage to their creditworthiness, and the title to the Subject Property has been damaged by
5 Defendants wrongful recording of documents and notices. The repeated misrepresentations and refusal
6 to honor their written and oral agreements has caused Plaintiffs to suffer constant anxiety and to suffer
7 severe emotional distress throughout the loan modification process to the present. Plaintiffs have
8 incurred money damages in an amount to be determined at trial.

9 **SECOND CAUSE OF ACTION**

10 **(Negligence Against GMAC)**

11 48. Plaintiffs incorporate by reference paragraphs 1-47 as though fully set forth here.

12 49. As all times relevant herein, GMAC, acting as lender and loan servicer, had a duty to
13 exercise reasonable care and skill to maintain proper and accurate loan records and to discharge and
14 fulfill the other incidents attendant to the maintenance, accounting, and servicing of loan records,
15 including but not limited to accurate crediting of payments made by Plaintiffs.

16 50. In the taking of the actions alleged above, and in failing to take the action alleged
17 above, GMAC breached their duty of care and skill to Plaintiffs in the servicing of Plaintiffs' loan by,
18 among other things, failing to accurately credit the payments made under the Permanent Loan
19 Modification, preparing and filing false documents, foreclosing on the Subject Property, and sale of the
20 Subject Property without having the legal authority and proper documentation to do so.

21 51. As a direct and proximate result of the negligence and carelessness of GMAC Plaintiff
22 has suffered attorney's fees and costs incurred to enforce the contract between GMAC and Plaintiffs,
23 Plaintiffs are wrongfully in danger of losing their home, the equity in their home, have suffered
24 damage to their creditworthiness, and the title to the Subject Property has been damaged by Defendants
25 wrongful recording of documents and notices. The repeated misrepresentations and refusal to honor
26 their written and oral agreements has caused Plaintiffs to suffer constant anxiety and to suffer severe
27 emotional distress throughout the loan modification process to the present. Plaintiffs have incurred
28 money damages in an amount to be determined at trial.

1 **THIRD CAUSE OF ACTION**

2 **(Wrongful Foreclosure Against all Defendants)**

3 52. Plaintiffs incorporate by reference paragraphs 1-51 as though fully set forth here.

4 53. Plaintiffs and GMAC had a valid written contract to cure any prior default on the
5 Subject Property and to modify the loan payments.

6 54. Plaintiffs performed all necessary terms as required by the contract.

7 55. Under such circumstances Defendants and each of them had no valid basis for
8 exercising the power of sale under the non-judicial foreclosure statutes, Civil Code § 2920 *et seq.*

9 56. The Mortgage Loan documents permitted foreclosure of the borrower only if in default,
10 but Plaintiffs were not in default, as the Mortgage Loan was modified by the Permanent Loan
11 Modification and Plaintiffs timely met all of their obligations under the Permanent Loan Modification.

12 57. The foreclosure was therefore invalid and void as there was no legal basis for the
13 foreclosure exercised by GMAC.

14 58. Plaintiffs have been damaged by the wrongful foreclosure. Plaintiffs' credit has been
15 impaired, and they are threatened with the eminent loss of their property despite the fact that they have
16 made all payments in accordance with the loan agreement. Unless enjoined, Plaintiffs will suffer
17 irreparable harm and will not have an adequate remedy at law.

18 59. As a proximate result of the negligent actions of both Defendants, Plaintiffs have
19 suffered consequential damage and will continue to suffer additional damage in an amount to be fully
20 proved at the time of trial.

21 **FOURTH CAUSE OF ACTION**

22 **(To Set Aside Wrongful Sale Against All Defendants)**

23 60. Plaintiffs incorporate by reference paragraphs 1-59 as though fully set forth here.

24 61. GMAC never had the legal authority to exercise the power of sale as an assignee of the
25 Mortgage Loan because although the loan documents permitted the foreclosure if the borrower was in
26 default, the loan was not in default because it was modified by the Permanent Loan Modification, and
27 Plaintiffs has timely met all of their obligations under the Permanent Loan Modification.

28 62. Plaintiff is informed and believes, and thereon alleges that GMAC was the purchaser of

1 the Subject Property at the sale. GMAC had actual knowledge of the Permanent Loan Modification
2 and Plaintiffs' legitimate interests in the property pursuant to the Permanent Loan Modification.

3 63. Therefore for the reasons stated herein, the sale was at all times void due to the
4 wrongful non-judicial foreclosure.

5 64. Plaintiffs are therefore entitled to a order setting aside the sale and canceling any
6 transfer of the deed to the Subject Property.

7 **FIFTH CAUSE OF ACTION**

8 **(Intentional Misrepresentation Against All Defendants)**

9 65. Plaintiffs incorporate by reference paragraphs 1-64 as though fully set forth here.

10 66. Defendants and each of them represented to Plaintiffs that they were working with them
11 to secure a loan modification and to cure the default in the property; that Plaintiffs had been approved
12 for a permanent loan modification as of April 21, 2011 with an effective date of May 1, 2011; that
13 GMAC was the Lender under the promissory note; that GMAC had authority to enter into contract
14 regarding the Mortgage Loan on the Subject Property; and that following the wrongful foreclosure and
15 sale of the Subject Property on May 20, 2011, that while these transactions were under review by
16 GMAC the status quo at the Subject Property would remain the same and there would be no efforts by
17 GMAC to further no further sale or transfer of the property in any fashion.

18 67. These representations were false. GMAC has not acknowledged or performed under
19 the April 21, 2011 Permanent Loan Modification, and following the discovery of the wrongful
20 foreclosure and sale of the Subject Property, despite numerous oral and written representations,
21 GMAC suddenly on May 23, 2007 represented for the first time that it was in fact not lender and had
22 no authority to enter into agreements without the consent of the holder of the lender and holder of the
23 promissory note for the Subject Property. On this same date GMAC represented for the first time that
24 the lender and holder of the promissory note for the Subject Property was Wells Fargo Bank. Plaintiff
25 is informed and believes, and thereon alleges that the representation that Wells Fargo Bank was not the
26 holder of the promissory note for the Subject Property, but that explanation was used in efforts to avoid
27 performance by GMAC under the Permanent Loan Modification.

28 68. At all times alleged herein GMAC had superior knowledge to Plaintiffs as to its status

1 under the promissory note, and the identity of the holder of the promissory note for the Subject
2 Property. Despite numerous demands to GMAC by Plaintiffs, GMAC has refused to produce the
3 promissory note for the Subject Property.

4 69. GMAC by and through its agents knew that the representations were false when they
5 were made, or that the representations were made recklessly and without regard for the truth.

6 70. GMAC intended that Plaintiffs rely on his representations, and accepted Plaintiffs'
7 performance under the Permanent Loan Modification.

8 71. As a proximate cause of the fraud and deceit alleged, Plaintiffs have sustained damages,
9 including, attorney's fees and costs to enforce the terms of the written Permanent Loan Modification,
10 and diminution in the value and equity in the properties, in an amount to be determined at trial. In
11 addition, Plaintiffs have been forced to pay costs and attorneys' fees. Plaintiffs have been damaged in
12 the amount to be determined at trial.

13 72. In doing the acts alleged in this Complaint, Defendants acted with oppression, fraud,
14 and malice as defined in Civil Code § 3294, and Plaintiffs are entitled to punitive damages to make an
15 example of and to punish these Defendants in addition to actual damages.

16 **SIXTH CAUSE OF ACTION**

17 **(Negligent Misrepresentation Against All Defendants)**

18 73. Plaintiffs incorporate by reference paragraphs 1-72 as though fully set forth here.

19 74. Defendants and each of them represented to Plaintiffs that they were working with them
20 to secure a loan modification and to cure the default in the property; that Plaintiffs had been approved
21 for a permanent loan modification as of April 21, 2011 with an effective date of May 1, 2011; that
22 GMAC was the Lender under the promissory note; that GMAC had authority to enter into contract
23 regarding the Mortgage Loan on the Subject Property; and that following the wrongful foreclosure and
24 sale of the Subject Property on May 20, 2011, that while these transactions were under review by
25 GMAC the status quo at the Subject Property would remain the same and there would be no efforts by
26 GMAC to further no further sale or transfer of the property in any fashion.

27 75. GMAC has not acknowledged or performed under the April 21, 2011 Permanent Loan
28 Modification, and following the discovery of the wrongful foreclosure and sale of the Subject Property,

1 despite numerous oral and written representations, GMAC suddenly on May 23, 2007 represented for
2 the first time that it was in fact not lender and had no authority to enter into agreements without the
3 consent of the holder of the lender and holder of the promissory note for the Subject Property. On this
4 same date GMAC represented for the first time that the lender and holder of the promissory note for
5 the Subject Property was Wells Fargo Bank. Plaintiff is informed and believes, and thereon alleges
6 that the representation that Wells Fargo Bank was not the holder of the promissory note for the Subject
7 Property, but that explanation was used in efforts to avoid performance by GMAC under the
8 Permanent Loan Modification.

9 76. At all times alleged herein GMAC had superior knowledge to Plaintiffs as to its status
10 under the promissory note, and the identity of the holder of the promissory note for the Subject
11 Property. Despite numerous demands to GMAC by Plaintiffs, GMAC has refused to produce the
12 promissory note for the Subject Property.

13 77. GMAC by and through its agents had no reasonable ground for believing the
14 representations were when they were made.

15 78. GMAC intended that Plaintiffs rely on their representations, and accepted Plaintiffs'
16 performance under the Permanent Loan Modification.

17 79. Plaintiffs reasonably relied on GMAC's representations as GMAC at all times in their
18 dealing with Plaintiffs held themselves out as the lender under the promissory note for the Subject
19 Property and as having the authority to enter into contract related to the Mortgage Loan on the Subject
20 Property.

21 80. Plaintiffs' reliance on Defendant's representation was a substantial factor in causing
22 Plaintiffs' harm.

23 81. As a proximate cause of the acts alleged, Plaintiffs have sustained damages, including,
24 attorney's fees and costs to enforce the terms of the written Permanent Loan Modification, and
25 diminution in the value and equity in the properties, in an amount to be determined at trial. In addition,
26 Plaintiffs have been forced to pay late payment fees, and costs to remove liens, and attorneys' fees
27 necessary to do so. Plaintiffs have been damaged in the amount to be determined at trial.

28

SEVENTH CAUSE OF ACTION

(Fraud Against All Defendants)

82. Plaintiffs incorporate by reference paragraphs 1-81 as though fully set forth here.

83. GMAC had actual knowledge of the Permanent Loan Modification and the material terms, the actual status of Plaintiff's account, the notices, assignments, and transfers of the Promissory Note, and terms and status of the Mortgage Loan. GMAC made representations to Plaintiffs orally and in writing that they were the lender under the promissory note, that they owned the note, and that they had full and final authority to enter into and make contracts regarding the Mortgage Loan on the Subject Property which they knew to be false.

84. GMAC had actual knowledge that Plaintiff made payments pursuant to the Permanent Loan Modification, and had actual knowledge that Plaintiff had performed all obligations required under the Permanent Loan Modification, and provided proof of those payments to GMAC, yet GMAC used the material information in its possession to foreclose on the Subject Property and to subsequently purchase the Subject Property that same day.

85. Additionally GMAC concealed material facts known to them but not to Plaintiffs payments regarding notices, payments, assignments, and transfers related to the Mortgage Loan and promissory note on the Subject Property with the intent to defraud Plaintiffs.

86. The Defendants made the above-referenced false representations, concealments, and non-disclosures with knowledge of the misrepresentations intending to induce Plaintiffs' reliance, which the unsuspecting Plaintiffs' justifiably relied upon, resulting to detriment to their credit standing, costs, and loss of their property. Plaintiffs were unaware of the true facts, and if Plaintiffs had known the true facts, Plaintiffs would have among other things taken immediate legal action to save their house

87. As a result of GMAC's fraudulent conduct, Plaintiffs have suffered compensatory, general, and special damages in an amount according to proof.

88. In doing the acts alleged in this Complaint, Defendants acted with oppression, fraud, and malice as defined in Civil Code section 3294, and Plaintiffs are entitled to punitive damages to make an example of and to punish these Defendants in addition to actual damages.

EIGHTH CAUSE OF ACTION
(Unfair Business Practices Against All Defendants)

89. Plaintiffs incorporate by reference paragraphs 1-88 as though fully set forth here.

90. California Business & Professions Code section 17200 *et seq.* prohibits acts of unfair competition, which means and includes any "fraudulent business act or practice ..." and conduct which is likely to deceive and is fraudulent within the meaning of Section 17000.

91. As more fully described above, GMAC's acts and practices are likely to deceive, constituting a fraudulent business act or practice. This conduct is ongoing and continues to date.

92. Specifically, GMAC engages in deceptive business practices in the servicing of mortgage loans, loan modifications, assignments of notes, deeds of trusts, and foreclosures of residential mortgages foreclosure by, among other things (1) concealing material facts related to mortgage loans, loan modifications, assignments of notes, deeds and trusts for loans which they service; (2) failing to properly and accurately credit customer payments to loans and loan modifications; (3) improperly characterizing customers loans as being in default in order to foreclose on the managed property; (4) treating borrowers as if they are in default on their loans although they have meet all of the obligations due thereunder; (4) systematically refusing to acknowledge and perform valid oral and written agreements entered into with borrowers; (5) executing and recording false and misleading documents.

93. The forgoing business practices have caused substantial harm to California consumers.

94. As a direct and proximate cause of the unlawful, unfair, and fraudulent acts and practices of GMAC, Plaintiffs and California consumers have suffered and will continue to suffer damages in the form of unfair and unwarranted fees, costs, damage to creditworthiness and emotional distress to enforce their legal rights.

95. By reason of the foregoing, GMAC have been unjustly enriched and should be required to disgorge their illegal profits and/or make restitution to Plaintiffs and other consumers who have been harmed, and GMAC should be enjoined from continuing in such practices pursuant to Business and Professions Code sections 17203 and 17204. Plaintiffs are therefore entitled to injunctive relief and attorney's fees.

NINTH CAUSE OF ACTION

(Declaratory Relief Against All Defendants)

96. Plaintiffs incorporate by reference paragraphs 1-95 as though fully set forth here.

97. A dispute has arisen between and among Plaintiffs and Defendants and each of them as to duties and obligations of the respective parties with regard to the Subject Property, the Mortgage Loan, and the foreclosure and sale of the Subject Property.

98. Plaintiffs have right to title and possession of the Subject Property pursuant to the Permanent Loan Modification.

99. Defendants have taken actions in violation of their statutory, legal, and contractual duties. An actual dispute exists between the parties as to the ownership of the Subject Property and the enforcement of the Permanent Loan Modification.

100. These disputes also include, but are not limited, to the ownership rights and the validity of the foreclosure and sale of the Subject Property.

101. A judicial declaration of rights and duties of the parties herein are necessary and appropriate to determine the actual status and validity of the promissory note, deed of trust, nominated beneficiaries, actual beneficiaries, loan servicers, trustees, foreclosure and sale related to the Subject Property, and each party's respective rights thereto.

TENTH CAUSE OF ACTION

(Injunctive Relief Against All Defendants)

102. Plaintiffs incorporate by reference paragraphs 1-101 as though fully set forth here.

103. Defendants and each of them engaged in wrongful acts in foreclosing on the subject property in breach of the written permanent loan modification and subsequently selling the subject property to GMAC. The further alienation, transfer, sale, or encumbrance of this property by Defendants and each of them will cause Plaintiffs irreparable injury unless restrained by an order of this Court. Plaintiffs are in immediate danger of irreparable injury as the subject real property is unique, and Defendants' alienation, transfer, sale, or encumbrance of this property would interfere with Plaintiff's legitimate rights to this property, including but not limited to ownership, possession, use, and enjoyment.

1 104. Plaintiffs have no adequate remedy at law for the injuries which they will suffer if the
2 acts of GMAC are not restrained.

3 105. Unless the acts of GMAC are restrained the situation of Plaintiffs will be materially
4 worsened in that they will be dispossessed of their home, the residence will be further wrongfully
5 transferred or encumbered.

6 **ELEVENTH CAUSE OF ACTION**

7 **(Specific Performance Against GMAC)**

8 106. Plaintiffs incorporate by reference paragraphs 1-105 as though fully set forth here.

9 107. Plaintiffs and GMAC had a valid, written contract for a Permanent Loan Modification
10 for the Subject Property.

11 108. Pursuant to the terms of the contract upon the performance of Plaintiffs, Plaintiffs were
12 to hold and maintain rightful title to the Subject Property and were entitled to all rights and privileges
13 attendant thereto, including but not limited to use and possession of the Subject Property.

14 109. Plaintiffs have performed all conditions, covenants, and promises required on
15 Plaintiff's part to be performed in accordance with the terms and conditions of the agreement.

16 110. GMAC breached the contract by refusing to accept Plaintiffs payments in performance
17 on the Permanent Loan Modification, refusing to acknowledge and honor the written Permanent Loan
18 Modification, foreclosing on the Subject Property in violation of the Permanent Loan Modification,
19 and selling the property in violation of the Permanent Loan Modification.

20 111. To date despite multiple demands by Plaintiffs, GMAC has refused to honor and
21 perform under the terms of the Permanent Loan Modification.

22 112. Due the wrongful acts of GMCA, Plaintiffs have been dispossessed of their rightful
23 ownership interest in the Subject Property, and the rights to performance of GMAC under the
24 Permanent Loan Modification.

25 113. Plaintiffs have no other adequate remedy at law to reinstate their rights and the benefits
26 due to them under the Permanent Loan Modification.

27 114. Accordingly, Plaintiffs are entitled to an order from the Court requiring GMAC to
28 acknowledge and perform under the Permanent Loan Modification.

PRAYER FOR RELIEF

WHEREFORE Plaintiffs BERNARD WARD and COLEEN HALLORAN pray for judgment against Defendants, and each of them, on all causes of action as follows:

1. Actual damages suffered according to proof at trial;
2. For a declaration of the rights and duties of the parties, specifically that the foreclosure of the Subject Property was wrongful;
3. For an order setting aside the wrongful sale of the subject property and canceling any wrongful transfer of title attendant thereto;
4. For a Temporary restraining order, preliminary injunction, and permanent injunction restraining Defendants from engaging in the following acts:
 - a. Evicting Plaintiffs from the Subject Property;
 - b. Offering or advertising the Subject Property for sale; and
 - c. Transferring or conveying title to the Subject Property to any person or entity.
5. For an order compelling Defendants to specifically perform the under the April 21, 2011 Permanent Loan Modification;
6. Prejudgment interest at the maximum legal rate;
7. Punitive damages according to proof;
8. Court costs and Attorney's fees; and
9. Any other and further relief that the Court may deem proper.

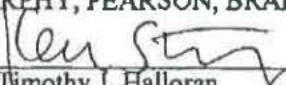
DEMAND FOR JURY TRIAL

Plaintiffs BERNARD WARD and COLEEN HALLORAN demand a jury trial on each and all of the causes of action set forth in this Complaint.

DATED: June 8, 2011

MURPHY, PEARSON, BRADLEY & FEENEY

By


Timothy J. Halloran
Attorneys for Plaintiffs

BERNARD WARD and COLLEEN HALLORAN

20262218.doc

Exhibit B

GMAC Mortgage

July 22, 2011

BERNARD V WARD
3300 KIRKHAM STREET
SAN FRANCISCO, CA 94122Re: Account Number [REDACTED] 8940
3300 KIRKHAM STREET
SAN FRANCISCO, CA 94122

Dear BERNARD V WARD

Congratulations! Your request for a loan modification has been approved subject to the following:

- Receipt of your contribution in the form of certified funds
- Receipt of the signed and notarized loan modification agreement and any attachments
- Receipt of clear title, if applicable

Highlights of the enclosed Loan Modification Agreement and instructions for completing and returning it are as follows:

- The contribution amount of \$3,253.24 in the form of certified funds, is due in our office by August 1, 2011.
- The interest rate is 2.75000%.
- The first modified payment begins September 1, 2011.

Principal and Interest	\$2,620.12
Escrow	\$610.00
Total Payment	\$3,230.12

Do NOT sign the enclosed Loan Modification Agreement unless you are in the presence of a notary. This document must be signed in the presence of a notary and (if applicable) other witnesses. All of the documents must be executed and the signatures must be exactly as the names are typed.

- The signed and notarized Loan Modification Agreement should be returned using the enclosed pre-paid overnight envelope.
- If any modification closing costs are more than projected, the difference will be assessed to the account.
- All miscellaneous fees and costs -- excluding late charges -- may not have been included in the loan modification and will remain outstanding.

The contribution and executed loan modification documents are due back by August 1, 2011. Please return to:

GMAC Mortgage, LLC
3700 J Street SW
Suite 222
Cedar Rapids, IA 52404

IMPORTANT! The loan modification will not be complete until we receive all properly executed documents and the contribution amount. If the modification is not completed we will continue to enforce our lien. If the conditions outlined above are not satisfied the modification will be withdrawn.

If you have any questions regarding this modification offer, please contact a modification specialist directly at 800-766-4622 Monday - Thursday 8:00 AM to 7:00 PM, Friday 8:00 AM to 5:00 PM, Central Time.

Loan Modification Specialist
Enclosures

WARD 000113

Notice: Federal law requires that we advise you that this notice is from a debt collector attempting to collect on a debt and any information obtained will be used for that purpose only.

If you are currently involved in a bankruptcy proceeding or have been discharged of your personal liability for the repayment of this debt, this notice is being provided for informational purposes only, it is not an attempt to hold you personally responsible for the debt and any rights we may chose to pursue will be exercised against the property only.

Record & Return To:
GMAC Mortgage, LLC
Attention: Loss Mitigation
3451 Hammond Avenue
Waterloo, IA 50702
Investor Number: 84102
Custodian ID: RD1

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

NON-HAMP LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") made this 1st day of August 2011 ("Effective Date") between BERNARD V WARD ("Borrower") and GMAC Mortgage, LLC, Lender/Servicer or Agent for Lender/Servicer ("Lender"), Mortgage Electronic Registration Systems, Inc. (Mortgagee) amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated October 25, 2006 and granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for Lender/Servicer or Agent for Lender/Servicer), P.O. Box 2026, Flint, Michigan 48501-2026, (888) 679-MERS, and if applicable recorded in the real property records of SAN FRANCISCO County, California and (2) that certain promissory note ("Note") dated October 25, 2006 in the original principal sum of Nine Hundred Five Thousand Dollars and No Cents (\$905,000.00) executed by Borrower. Said Security Instrument covers the real and personal property described in such Security Instrument (the "Property") located at 3300 KIRKHAM STREET, SAN FRANCISCO CA, 94122, which real property is more particularly described as follows:

(Legal Description if Applicable for Recording Only)

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

WARD 000115

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 Security Instrument (New Principal Balance) is \$1,143,326.94.
2. The Maturity Date is November 1, 2046.
3. 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 as applicable, along with any other amounts that may come due under the terms of the original Note and Security Instrument
4. Interest will be charged on the unpaid, non-deferred, "New Principal Balance" until the non-deferred principal has been paid in full. Borrower promises to pay interest at the rate of 2.75000% from August 1, 2011 until I payoff my loan at the time when I sell or transfer any interest in my home, refinance the loan, or when the last scheduled payment is due. The rate of interest I pay will change based upon Payment Schedule below.
5. Borrower promises to make monthly principal and interest payments of \$2,620.12, beginning on September 1, 2011, and continuing thereafter on the same day of each succeeding month, according to the Payment Schedule below until all principal and interest is paid in full. Borrower will make such payments at 3451 Hammond Avenue, Waterloo, Iowa, 50702 or at such other place as Lender may require. The amounts indicated in this paragraph do not include any required escrow payments for items such as hazard insurance or property taxes; if such escrow payments are required the monthly payments will be higher and may change as the amounts required for escrow items change.

If Step Rate:

PAYMENT SCHEDULE

Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Payment Ends on
2.75000%	August 1, 2011	\$2,620.12	\$610.00, adjusts periodically	\$3,230.12, adjusts periodically	September 1, 2011	August 1, 2016
3.75000%	August 1, 2016	\$3,572.90	Adjusts Periodically	Adjusts Periodically	September 1, 2016	August 1, 2017
4.50000%	August 1, 2017	\$4,287.48	Adjusts Periodically	Adjusts Periodically	September 1, 2017	November 1, 2046

6. If on November 1, 2046 (the "Maturity Date"), Borrower still owes any amounts under the Note and Security Instrument, including any "Deferred Principal Balance" as provided for in this Agreement, Borrower will pay these amounts in full on that date.
7. If "Lender" has not received the full amount of any monthly payment within the grace period provided for in the original Note or as otherwise provided for by law, Borrower will pay a late payment fee to "Lender" in an amount calculated based on the late charge percentage provided for in the original Note, or as otherwise provided for by law, and the monthly payment required under this Agreement, with a maximum as provided for in the Note, or otherwise provided by law. 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.
8. 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.
9. 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.
10. 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.

11. 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.

Date	BERNARD V WARD	Witness Signature
		Print
Date		
Date		
Date		

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGEMENT**

State of California

County of _____

On _____ before me, _____
(Here insert name and title of the officer)

Personally appeared _____

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 this 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 of Notary Public

(Notary Seal)

Mortgage Electronic Registration Systems, Inc nominee for Lender

By: _____
Authorized Officer

Date: _____

LENDER ACKNOWLEDGMENT

State of IOWA
County of

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____, personally known to me or identified to my satisfaction to be the person who executed the within instrument as Authorized Officer of Mortgage Electronic Registration Systems, Inc nominee for Lender and they duly acknowledged that said instrument is the act and deed of said entity, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

Exhibit C

Hartshorn, Amy - PA

From: Libert, Sara - TX
Sent: Thursday, July 28, 2011 4:11 PM
To: Hartshorn, Amy - PA
Cc: NMediation Team
Subject: RE Ward/GIVIAC #19000.0962 Modifications Analysis -Work Product

The only reason the Custom Mod team gave me was the submissions were different. Below I have pasted the 2 write-ups from these submissions. I can see why they are different. On the one that was denied the rep said was at 75% LTV (and it really is at 142%, he did the division backwards) and also on the denied one he put dti is 55.35% and the approved one is only 44.71%. The investor typically is more willing to mod if upside-down and affordable for the long term. The denied mod wasn't presented that way. You can call me if you want further explanation.

Write-up from mod that was denied:

Non HMP modification

RFD: The reason for default or imminent default is due to Hardship: Curtailment of Income due to brief unemployment and payment adjustment on pay option arm.

We have applied the uniform guidelines and the borrower(s) is eligible for the program with approval from the investor. Curtailment of income date: Not disclosed - ended 5/1/11 Wages: on time with plan not disclosed
Income: \$17,002.29 (post mod) expenses \$7,793.14. Residual: 6,209.15. Access To Savings/401k: \$0; Based on the financial review, property assessment and the Access To Savings/401k: \$0; OAV: \$120,000 BPO: \$92,000
Change In Market: 0-280,000 UPB: 01,125,849.11 LTV: 75% DTI IS 68.35%

Proposed Solution: Based on the financial review, property assessment and the payment history, GMAC Mortgage recommends a modification for the subject property

In addition, borrower has completed a 3 months trial, which made me conclude that the borrower's financial situation will accommodate the loan payments if modified. The borrower does not have enough savings to reinstate the loan and their financials do not support a repayment plan. Proposed Solution: This is a step modification, Changing interest rate of 7.25% to 6.75% for 5 years, then increases 1% each year until it reaches 4.625% fixed for remaining term of loan to borrower to self refinance or improve their income, in addition the homeowner cannot afford reinstatement, repay and does not want to sell. BPO not required
Permanent modification to start on 7/1/2011 No Amortization extended from 424 months to 424. *Maturity extended from 11/1/2046 to new maturity 11/1/2046, Debt Forgiveness of \$0 Debt Forgiven of 0.000
Servicer attests that these are true and accurate figures and the modification will fully amortize per PSA requirements.

Master Servicer reserves the right to request supporting documents for review

Write-up from the mod that was approved:

Corp Private PM Justification

Non-HMP Perm MOD

The first payment due after the PM executes will be 09/01/2011, Value is \$799,900. Pre-Mod Front End DTI is 18.26%, Post-Mod Front End DTI is 16.14%. Post Mod Back End DTI is 44.71%. Gross Income: 17,002.29, Net Income: 13,917.57, Amortization: Interest only.

RFD: "Curtailment of income."

The borrower does not have enough savings to reinstate the loan and their financials do not support a repayment plan. Proposed Solution: Modified interest rate of 2.75%, modified maturity term of 423, modified amortization term 423, Debt Forgiveness of \$0, Debt Forgiven of \$0. Post-Mod LTV is 142.47%.

Servicer attests that these are true and accurate figures and the modification will fully amortize per PSA requirements.

10/12/2011

WARD000461

Master Servicer reserves the right to request supporting documents for review

Sara Libert
Legal Loss Mitigation Specialist
GMAC ResCap
T: 214.874.6215
F: 866.502.5440
ATTITUDE IS EVERYTHING!

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From: Hartshorn, Amy - PA
Sent: Thursday, July 28, 2011 2:50 PM
To: Libert, Sara - TX
Subject: RE: Ward/GMAC #19000.0962 Modifications Analysis - Work Product

Sara -

Forgive me for bugging you again and again. I just went back through the FIServ notes trying to understand why we got investor approval on April 7, 2011 and then a denial on May 13? (See attached). Even if there was a screw up with not getting the documents out, why would Wells have denied the same loan a month later?

Thanks.

Amy Hartshorn
Ally Financial Inc.
Litigation Case Manager
Tel. 215.734.5566 • Fax 866.592.3379
Mail Code 190-FTW-L95 • 1100 Virginia Drive • Ft. Washington, PA 19074
Amy.Hartshorn@ally.com

Internet E-mail Confidentiality Footer

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10/12/2011

WARD000462

From: Libert, Sara - TX
Sent: Thursday, July 28, 2011 2:07 PM
To: Hartshorn, Amy - PA
Cc: Mediation Team
Subject: RE: Ward/GMAC #19000.0962 Modifications Analysis - Work Product

What is the question on this? Are you calling me?

Sara Libert
Legal Loss Mitigation Specialist
GMAC ResCap
T: 214.874.6215
F: 866.502.5440
ATTITUDE IS EVERYTHING!

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From: Hartshorn, Amy - PA
Sent: Thursday, July 28, 2011 1:04 PM
To: Libert, Sara - TX
Subject: RE: Ward/GMAC #19000.0962 Modifications Analysis - Work Product

Hi Sara -

One more question on this.

Amy Hartshorn
Ally Financial Inc.
Litigation Case Manager
Tel. 215.734.5566 • Fax 866.502.3379
Mail Code 190-FTW-L95 • 1100 Virginia Drive • Ft. Washington, PA 19034
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10/12/2011

WARD000463

Exhibit D

FINANCIAL ANALYSIS FORM (Continued)

Account Number **GAMAC**

8940

INCOME/EXPENSES FOR HOUSEHOLD

Borrower 1		Borrower 2		Estimated Value of this property		First Mortgage Payment	
<input type="checkbox"/> Employed <input checked="" type="checkbox"/> Unemployed		<input checked="" type="checkbox"/> Employed <input type="checkbox"/> Unemployed		82,000 70,000		\$350.16	
Income Frequency: <input type="checkbox"/> Annually <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Monthly <input type="checkbox"/> Bi-weekly <input type="checkbox"/> 1 st & 15 th / 15 th & 30 th <input type="checkbox"/> Per Job		Income Frequency: <input type="checkbox"/> Annually <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Monthly <input type="checkbox"/> Bi-weekly <input type="checkbox"/> 1 st & 15 th / 15 th & 30 th <input type="checkbox"/> Per Job		Estimated Value of Other Real Estate Owned		Alimony Payment	
Employment Start Date: <u>8/1/10</u>		Employment Start Date: <u>8/1/08</u>		Checking Account(s) Balance		\$5,000.00	
Gross Salary/Wages		Gross salary/wages = total monthly income before any tax withholding or employer deductions.		Savings Account(s)/Money Market Balance		\$500.00	
Self employed <u>none</u>		Self employed <u>none</u>		Life Insurance Cash Value		\$0	
Overtime <u>none</u>		Overtime <u>none</u>		IRA/Keogh Account(s) Balance		\$2,000	
Child Support Income/Alimony Income*		Child Support Income/Alimony Income*		401K/ESOP Account(s) Balance		\$0	
Social Security/SSDI		Social Security/SSDI		Stocks/Bonds/CDs Balance		\$12.00	
Other monthly income from pensions, annuities or retirement plans		Other monthly income from pensions, annuities or retirement plans		Other Investments		\$0	
Tips, commissions, and/or bonus income		Tips, commissions, and/or bonus income		Auto Loans		\$0	
Rental income from investment property		Rental income from investment property		Auto Expenses		\$302	
Rental income from room rent of primary residence		Rental income from room rent of primary residence		Auto Insurance		\$450	
Unemployment Income		Unemployment Income		Medical Expenses		\$500	
Food Stamps/Welfare		Food Stamps/Welfare		Medical Insurance		\$0	
Other (investment, income, royalties, interest, dividends, etc.)		Other (investment, income, royalties, interest, dividends, etc.)		HOA/Condo Fees		\$0	
Total Income (Gross)		Total Income (Gross)		Credit Card(s) / Installment Loans		\$1200	
48,000		99,100.00		Food/Household Supplies		\$600	
				Spending Money		\$300	
				Utilities/Water/Sewer/Phone(s)/Cable		\$200	
				Donations		\$40	
				Property Taxes (If not escrowed and included in your current mortgage payment)		\$0	
				Insurance - Hazard, wind, flood etc (If not escrowed and included in your current mortgage payment)		\$0	
				Other		\$0	
				Total Assets		\$0	
				Total Debt/Expenses		\$11,740.16	

HARDSHIP AFFIDAVIT

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

☒ Other
Explanation (Required):
① illness
② my husband was sent to prison 8/24/08 & we have lost our primary income because of military pay not available for 11

① my son is under therapy for cancer diagnosed this year
② my daughter just finished therapy for blood clots in her lungs

Exhibit E



MURPHY PEARSON
BRADLEY & FEENEY

A Professional Corporation

WWW.MPBF.COM

88 Kearny Street, Suite 1000
San Francisco, CA 94108
Telephone 415-798-1900
Facsimile 415-393-8087

August 11, 2010

Via Facsimile

GMAC Mortgage
Attn: Cornell ETS Debt Collection
818-260-1850

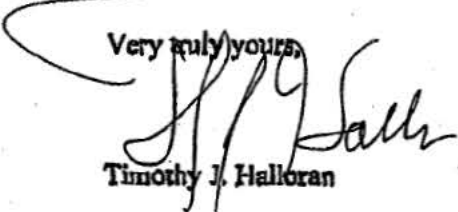
Re: **Property Address: 3300 Kirkham Street, San Francisco, CA 94122**
Account Number: [REDACTED] 8940

Dear Sir or Madam:

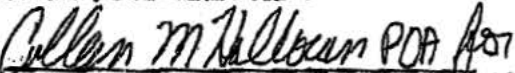
I am the attorney authorized by Bernard V. Ward and his spouse to transact any and all business with respect to the outstanding loan, [REDACTED] 8940.

Please contact me immediately to discuss the reinstatement amounts in this matter.

Very truly yours,


Timothy J. Halloran

I authorize Timothy J. Halloran as my attorney to transact any and all business with respect to the outstanding loan on 3300 Kirkham Street, San Francisco, California 94122.


Bernard V. Ward/
Colleen Halloran as Attorney in Fact

TLH.20149543.doc

SAN FRANCISCO

LOS ANGELES

SACRAMENTO

200 (2)

PEDIATRIC MEDICAL GROUP

08/11/2010 04:24 FAX 4152428904

PLF 00003

Exhibit F

January 25, 2012 Transcript of Deposition of Timothy Halloran

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

BERNARD WARD and COLLEEN
HALLORAN,

Plaintiffs,

vs.

CASE NO. CGC-11-511574

GMAC MORTGAGE, LLC and DOES
1-20,

Defendants.

DEPOSITION OF TIMOTHY HALLORAN
San Francisco, California
Wednesday, January 25, 2012
Volume I

Reported by:

LORI STOKES

CSR No. 12732

Job No. 131752

PAGES 1 - 105

Page 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

BERNARD WARD and COLLEEN
HALLORAN,

Plaintiffs,

vs.

CASE NO. CGC-11-511574

GMAC MORTGAGE, LLC and DOES
1-20,

Defendants.

Deposition of TIMOTHY HALLORAN, Volume I, taken on
behalf of Defendant, at One Embarcadero Center, Suite
2500, San Francisco, California, beginning at 10:34
a.m. and ending at 2:40 p.m. on January 25, 2012,
before LORI STOKES, Certified Shorthand Reporter No.
12732.

1 APPEARANCES:

2
3 For the Plaintiffs

4 MURPHY, PEARSON, BRADLEY & FEENEY

5 BY: KAREN STROMEYER

6 Attorney at Law

7 88 Kearney Street

8 10th Floor

9 San Francisco, California 94108

10 E-mail: Kstromeyer@mpbf.com

11 Phone: 415-788-1900

12
13 For the Defendant

14 SEVERSON & WERSON

15 BY: EDWARD R. BUELL III

16 Attorney at Law

17 One Embarcadero Center

18 Suite 2600

19 San Francisco, California 94111

20 E-mail: Erb@severson.com

21 Phone: 415-398-3344

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EXHIBITS (continued)		
EXHIBIT	DESCRIPTION	PAGE
EXHIBIT 22	November 16, 2010 letter to Loss Mitigation from Timothy J. Halloran re Ward v GMAC, GMAC Account No. [REDACTED] 8940, our File No. ZZTM.989105.1 Bates stamped 00017 through 00021	40
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EXHIBIT 26	Copy of Check #7156 written to GMAC Mortgage from Collen Halloran re Loan # [REDACTED] 8940	91

1 San Francisco, California, Wednesday, January 25, 2012

2 10:34 a.m.

3
4 TIMOTHY HALLORAN,
5 having been administered an oath, was examined and
6 testified as follows:

7
8 EXAMINATION

9
10 BY MR. BUELL:

11 Q Good morning. Could you state your name for
12 the record.

13 A Timothy Halloran.

14 MR. BUELL: Let's just go ahead and start off
15 the easy way and mark for Exhibit 17 the depo notice.

16 (Deposition Exhibit 17 was marked for
17 identification by the court reporter.)

18 BY MR. BUELL:

19 Q Mr. Halloran, could you state for the record
20 what your occupation is.

21 A Licensed attorney practicing in California.

22 Q And as a result, have you participated in
23 depositions before?

24 A Yes.

25 Q Have you ever had your deposition taken

1 before?

2 A I may have.

3 Q Recently, in the last five years?

4 A Probably not.

5 Q I assume you're comfortable with the process
6 of a deposition seeing how you've taken some yourself?

7 A Yes.

8 Q So if you're comfortable with it, we can skip
9 the opening admonitions, as you know how the process
10 works.

11 A Yes.

12 Q Only thing I will ask you is, is there any
13 reason today that you can't give accurate and true
14 testimony?

15 A No.

16 Q Moving forward, you've been presented with
17 what's been marked as Exhibit 17.

18 Have you seen this document before?

19 A Yes.

20 Q Could you tell us what it is, please.

21 A It's an Amended Notice of Deposition Subpoena
22 and Amended Request for Production of Documents and
23 Things of Timothy J. Halloran.

24 Q Have you reviewed this document before?

25 A Yes.

1 Q And if you wouldn't mind turning to Page 2.

2 Have you produced or brought with you today
3 any of the documents listed on Pages 2 and 3?

4 MS. STROMEYER: Yes. We're producing
5 documents that are marked 1 to...

6 MR. BUELL: 85.

7 MS. STROMEYER: Thank you.

8 MR. BUELL: All right, thank you.

9 Q All right. You stated for the record that
10 your occupation is an attorney.

11 Does your practice currently entail any work
12 in the mortgage area?

13 A It's sort of a vague question, but I do
14 litigation involving mortgage work, yes.

15 Q Have you ever worked on -- let's clarify.

16 In the last five years, have you worked on a
17 case involving a loan or loan modification?

18 A Yes.

19 Q Would you say a majority of your practice
20 involves disputes involving loans?

21 A As opposed to mortgages?

22 Q Let's clarify for the record, just for
23 purposes of my question going forward, I will try to
24 use the term loans just to make it more broad in
25 general.

1 As California is a Deed of Trust state,
2 mortgage can be somewhat confusing, so I'll refer to
3 the term loan, and if I use the term mortgage, I do
4 mean a loan. I apologize for that.

5 A Yeah.

6 Q I'll rephrase the question and just make the
7 record more clear.

8 In the last five years, would you say a
9 majority of your practice has been in litigation
10 involving loans or loan modifications?

11 A No.

12 Q Would you say just 5 percent of your
13 practice?

14 A I don't know. I can't give you an estimate.

15 Q Okay. Have you, as part of your practice,
16 done any loan modification negotiations on behalf of a
17 client where there was no litigation?

18 A Yes.

19 Q Other than this case?

20 A Yes.

21 Q Would you say you've done that more than five
22 times in the last five years? I'm looking for an
23 estimate.

24 A I don't think so.

25 Q And these are estimate questions, I'm not

1 going to pin you on specifics.

2 A Yeah.

3 Q And those instances where you have had
4 negotiations on loan modifications, you've been
5 directly negotiating with the lender with regards to
6 obtaining a modification for your client?

7 A That would typically be the case, or the
8 attorney representing the lender, yes.

9 Q So through that practice, are you somewhat
10 familiar with loans and how they work?

11 A Sure.

12 Q And do you generally understand the terms of
13 loans, rate, maturity date, unpaid principle balance,
14 et cetera?

15 A I don't know what you mean by that question.

16 MS. STROMEYER: Objection. Vague and
17 ambiguous as to the terms of loans.

18 BY MR. BUELL:

19 Q Sure. Let me be more specific, and then I'll
20 go down each one.

21 Do you generally understand what an unpaid
22 principle balance is?

23 A I understand that term.

24 Q And what would you define that term to mean?

25 A I don't know that I would define the term. I

1 know what it means.

2 Q Okay. What do you understand that to mean?

3 A It's the money still owned on the principle
4 loan.

5 Q And as part of your negotiation practice,
6 have you taken part in negotiating the unpaid principle
7 balance on a loan?

8 A Sometimes.

9 Q In an attempt to reduce or modify the
10 principle balance?

11 A Sometimes.

12 Q And are you familiar with the term interest
13 rate?

14 A Yes.

15 Q And as part of your modification negotiation
16 practice, have you had discussions relating to lowering
17 or modifying the interest rate on a loan?

18 A Sometimes.

19 Q Are you familiar with the term stepped rate?

20 A Not as you state it, no.

21 Q That's fine. Fixed rate?

22 A Sure.

23 Q And adjustable rate?

24 A Sure.

25 Q What would you define adjustable rate to

1 mean?

2 A It adjusts.

3 Q Periodically, depends on the terms?

4 A Yeah, I guess that's a pretty fair statement
5 about what an adjustable rate is?

6 Q Have you personally had any involvement in a
7 modification of a loan for yourself?

8 A -- have I personally ever --

9 Q For yourself. Have you ever obtained a loan?

10 A Sure.

11 Q Have you ever personally -- for the loan that
12 you obtained, have you ever attempted to obtain a
13 modification?

14 MS. STROMEYER: Objection. Relevance.

15 THE WITNESS: I don't know if I've obtained a
16 modification.

17 BY MR. BUELL:

18 Q Have you ever had need to negotiate for a
19 modification?

20 MS. STROMEYER: For himself?

21 MR. BUELL: Yes.

22 THE WITNESS: I don't know. I don't think
23 so.

24 BY MR. BUELL:

25 Q Okay. The next sort of line of questioning I

1 want to hit is it appears from your complaint that --
2 and some of the documents that have been produced in
3 the case -- that you began representing Ms. Halloran
4 sometime around August of 2010.

5 Is that a fair statement?

6 MS. STROMEYER: I'm going to object to the
7 characterization of your complaint. It's Ms. Halloran
8 and Mr. Ward's complaint. They are parties to this
9 action.

10 MR. BUELL: Sure. I'll be more specific.

11 Q Pursuant to the complaints made filed in this
12 action, there's a statement made in there -- or it
13 appears from that complaint, along with some of the
14 documents that have been produced in this action, that
15 your representation of Ms. Halloran and Mr. Ward began
16 sometime in August of 2010.

17 Would you say that's accurate?

18 A If that's what the documents demonstrate.

19 Q When did you begin your -- when do you
20 believe you began representing Ms. Halloran?

21 A I don't have a specific recollection.

22 Q What about Mr. Ward?

23 A I don't have a specific recollection. But
24 the representation would have been contemporaneous
25 since they're husband and wife.

1 Q Do you have a retainer agreement with
2 Mr. Ward?

3 A I have the retainer agreement with the Ward
4 Halloran group, yes.

5 Q Do you have -- have you produced a copy of
6 that retainer agreement?

7 A No. As a lawyer, you have the responsibility
8 to maintain your client confidence to some degree under
9 the Business and Professions Code and the Rules of
10 Professional Conduct.

11 Q Do you know the date that you entered into
12 that retainer agreement?

13 A I don't off the top of my head, no.

14 MR. BUELL: I'm going to state for the record
15 that there is a chance that we may be seeking to move
16 to compel production of that agreement as it may
17 pertain to issues specific to the case.

18 THE WITNESS: Good luck.

19 MS. STROMEYER: I would also, for the record,
20 state that I don't believe it's been requested in any
21 facet so far in this litigation. So we honestly
22 have --

23 MR. BUELL: That's fair.

24 Q Turning to -- so, currently, just so I'm
25 clear, you currently are attorney of record for both

1 Ms. Halloran and Mr. Ward; is that correct?

2 A The record speaks for itself.

3 Q I will assume that the answer to that then is
4 in affirmative then?

5 A If I filed a lawsuit on behalf of two
6 parties, and I'm the attorney of record, then the
7 activity of filing a lawsuit speaks for itself.

8 Q Okay.

9 A I have not substituted out of the case.

10 Q And you do not know, as you sit here today,
11 what day you were retained by them?

12 MS. STROMEYER: That's been asked and
13 answered.

14 THE WITNESS: I don't have the specific
15 recollection of a specific date, no.

16 BY MR. BUELL:

17 Q Would you state that -- does August of 2010
18 sounds like a reasonable date that your representation
19 began?

20 A I couldn't tell you off the top of my head.

21 Q August 2011? Just trying to get a general
22 range of when you began --

23 A I think that, fairly early on in my
24 representation, I made phone calls to GMAC. And that
25 would be certainly within the time frame. And I don't

1 know if that was August of 2010, July of 2010 or
2 September of 2010. But obviously, suffice it to say
3 I'm here, and I'm representing these people.

4 Q Was the first action that you recall taking
5 with regards to representation of Ms. Halloran and
6 Mr. Ward to contact GMAC with regards to a loan
7 modification?

8 MS. STROMEYER: I'm going to object to the
9 extent that they may call for attorney-client
10 communications or work product communications.

11 If you're talking only about his external
12 communications with GMAC, I'll allow him to answer.

13 THE WITNESS: I'm sure that very early on, I
14 made contact with GMAC.

15 MR. BUELL: And with regards to your
16 objection, as I believe was stated in Monday's
17 deposition, but we'll state it again here.

18 We believe there's a chance that we will
19 likely challenge the attorney-client privilege with
20 regards to that and seek further information with
21 regards to those communications between you and your
22 client.

23 If you don't mind, I would like to sort of
24 raise that with you now. I think we can probably
25 circumvent a lot of time going forward if we address

1 that now if you're comfortable.

2 For the record, I would like to state that I
3 do believe that the basis for our request is that the
4 attorney-client privilege can be waived -- there is
5 case law supporting it -- on grounds that the party
6 claiming the privilege has placed the privileged
7 communications directly at issue and disclosures
8 essential for fair adjudication of the matter. We do
9 believe there's case law supporting this, and we will
10 likely bring a motion to compel.

11 I assume your objection will maintain?

12 MS. STROMEYER: For now, yes, the objection
13 is maintaining. I would also state that that's an
14 incredibly broad statement of case law. And I think,
15 applicable to specific communications at issue here,
16 some may or may not be covered arguably by what you're
17 presenting.

18 But, generally, that's not going to waive
19 every single privileged communication. And certainly
20 asking what the first thing that he did with
21 representation to his clients, that's not at issue in
22 this case. So the objections are going to stand for
23 now.

24 MR. BUELL: Can we go off record for one
25 second.

1 (Short Break Taken.)

2 MR. BUELL: Counsel had a conversation off
3 the record regarding the objection raised with regards
4 to the attorney-client privilege.

5 The parties have agreed that they will
6 maintain a general objection to any communications
7 between attorney and client under the premise of the
8 attorney-client privilege.

9 As a result, we will forego questioning today
10 with regards to communications between attorney and
11 client and reserve our right to continue questioning
12 should the Court compel further testimony on that
13 grounds.

14 Is that accurate?

15 MS. STROMEYER: Yes.

16 (Deposition Exhibit 18 was marked for
17 identification by the court reporter.)

18 BY MR. BUELL:

19 Q So let's move forward into the sort of direct
20 line of questioning here I had for you.

21 I've handed you what's been marked as
22 Exhibit 18.

23 Have you seen this document before?

24 A Yes.

25 Q Could you explain for the record what it is,

1 please.

2 A The document speaks for itself. But it's a
3 letter that was -- a requirement of GMAC before they
4 would let me speak to them about the transaction and
5 the loan.

6 Q Does this refresh your recollection in any
7 way about when your representation of Mr. Ward and
8 Ms. Halloran began?

9 A No.

10 Q Is it your understanding that this letter was
11 the requirement of GMAC to allow you to have any
12 discussions with them in regards to the loan?

13 A Correct.

14 Q And are you aware if there were any
15 additional pages to this document?

16 A I do not know.

17 Q Last question on that document, actually.

18 Do you recall as you sit here today if there
19 were any prior communications with GMAC prior to that
20 letter being drafted and sent.

21 MS. STROMEYER: Related to this property and
22 loan?

23 MR. BUELL: Correct.

24 THE WITNESS: Yes. I know that there were
25 earlier communications.

1 BY MR. BUELL:

2 Q Do you recall what any of those were?

3 A That they would not speak to me as attorney
4 until such time as I identified that I was authorized
5 to do so.

6 Q Do you have any idea as you sit here today
7 when those communications took place?

8 A No.

9 Q Was the purpose for your communication to
10 GMAC -- prior to this letter when they instructed you
11 that they couldn't discuss the loan with you since you
12 lacked authorization, was the purpose of those calls to
13 discuss the loan of Bernie Ward?

14 A I'm sorry, the purpose of my communicating
15 with them?

16 Q Correct.

17 A Yeah. I was their attorney, and I was
18 representing them. And GMAC told me that they would be
19 happy to speak with me, but they needed verification of
20 that fact.

21 Q But the purpose of your contact with GMAC was
22 to discuss the account -- the loan of Bernie Ward?

23 A That is correct, yes.

24 Q Do you recall when your next communication
25 with GMAC was following this letter that's been marked

1 as Exhibit 18?

2 A No.

3 Q Do you recall if you had further phone
4 conversations with them regarding that authorization?

5 A Don't know.

6 Q And do you recall if you ever got either
7 written or verbal communication that this was
8 sufficient for you to work on the account?

9 MS. STROMEYER: Objection. Calls for
10 speculation. They started communicating with him, so
11 presumably, they accepted it.

12 MR. BUELL: Just if you don't mind, if we
13 could have testimony from the witness.

14 THE WITNESS: I had multiple conversations
15 with them.

16 BY MR. BUELL:

17 Q Following this letter?

18 A On the substance of the communications
19 concerning the loan, yes.

20 MR. BUELL: Let's have this marked.

21 (Deposition Exhibit 19 was marked for
22 identification by the court reporter.)

23 BY MR. BUELL:

24 Q I've handed you a document that's been marked
25 Exhibit 19.

1 Could you please tell us what this document
2 is.

3 A The document speaks for itself. But the
4 cover page of this document with a Bates stamp WARD
5 00020 through 000035 is a August 24th, 2010 cover
6 letter to the Loss Mitigation Department of GMAC in
7 Horsham, Pennsylvania.

8 Q Is the letter from you?

9 A Yes.

10 Q Do you recall drafting or preparing this
11 letter?

12 A No.

13 Q Do you recall the purpose of this
14 communication?

15 A Not independent of what the document says.

16 Q Do you recall any prior conversations -- so
17 by prior, I mean before August 24th, 2010, the date on
18 this document Exhibit 19.

19 Do you recall any prior communications with
20 GMAC regarding the subject of this?

21 A Specifically, no.

22 Q Do you have any notes in your possession or
23 in your file regarding communications with GMAC?

24 A You mean handwritten notes that I took?

25 Q Correct.

1 A I don't know.

2 Q And just to clarify, if you did, you have not
3 produced those today; is that correct?

4 A If I had handwritten notes of my work
5 product, I would not produce it today, that's correct.

6 If I had any written communications from
7 GMAC, I would have produced that because it would have
8 been responsive and not privileged.

9 But whatever I -- whatever I produced here,
10 which is this exhibit, was as a result of discussions
11 with GMAC concerning what needed to be done in order to
12 begin the process of negotiations of the loan
13 modification.

14 Q Did you review anything in preparation for
15 today's deposition?

16 A The Examiner sports section this morning.

17 Q So you did not review your files or anything
18 else in preparation for today's deposition?

19 A I answered completely in the previous
20 question what I reviewed before today's deposition.

21 Q And that's not just today.

22 So in every day since the deposition was
23 noticed, the only thing you've -- you've reviewed in
24 preparation of today's deposition is the sports section
25 of the Examiner?

1 A The deposition notice that I received was
2 January 12th and mailed January 12th. And since
3 January 12th, I have not reviewed anything for the
4 preparation for this deposition, no.

5 Q Okay. If you would turn, please, in
6 Exhibit 19, to what's Bates marked WARD 00034, the last
7 two pages of the exhibit.

8 Have you seen this document before?

9 A Yes.

10 Q For the record, could you read what the title
11 of the document is, please.

12 A General Power of Attorney.

13 Q What is your understanding as to what this
14 General Power of Attorney provides?

15 MS. STROMEYER: Objection. The document
16 speaks --

17 THE WITNESS: I don't have a general
18 understanding of what it provides. I just stated what
19 it was for.

20 BY MR. BUELL:

21 Q Could you please state what it's for, then?

22 A To confirm that Bernard Ward's wife, Colleen
23 Halloran, had the Power of Attorney to negotiate for
24 the family on the loan modification.

25 Q Do you know why this was provided as an

1 attachment to your cover letter of August 24th, 2010?

2 A I know it was asked for by somebody. Some
3 first name at GMAC because the GMAC people don't give
4 you their last names. They refuse to do that. I don't
5 know if you're aware of that or not.

6 Q So that document was produced at the request
7 of GMAC?

8 A As I just answered.

9 Q Do you recall a phone conversation on
10 August 25th that you placed to GMAC with regards to
11 following up this letter marked as Exhibit 19?

12 A I don't have a specific recollection.

13 Q Do you think that you would have any notes in
14 your file with regards to such a phone call?

15 A I don't know.

16 Q Do you -- as a normal course of your
17 practice, do you keep logs of each phone call that you
18 make?

19 A No.

20 Q Do you keep notes as to each phone call that
21 you make?

22 A No.

23 Q Informal or formal?

24 A I may keep notes. But if it's an important
25 discussion I've had, I often follow up with a letter

1 confirming it.

2 Q And do you have a computer system or any
3 other form that tracks or monitors phone calls that you
4 have made out --

5 A No.

6 Q -- as part of your practice?

7 A No. No, we do not have that kind of a
8 computer system.

9 Q Similarly with messages that were left for
10 you from an outside third party, would you have any
11 system of tracking or maintaining records of those
12 messages being left for you?

13 A If somebody leaves me a voice mail message, I
14 don't routinely keep a voice mail message.

15 Q Is there a practice at your firm of leaving a
16 paper notation message if somebody else receives a
17 message?

18 A There is such a practice. It is extremely
19 rare in the field today to have a written message from
20 a receptionist.

21 Q I don't disagree. Just trying to cover the
22 bases here.

23 So what I'm getting at here, the purpose of
24 this line of questioning, if there was a phone call
25 made to you or a message was left in August of 2010, I

1 don't anticipate that you would specifically recall
2 somebody leaving you a message then.

3 And all I'm trying to get at is, is there any
4 documentation, electronic record, et cetera, that's
5 kept in the normal course of your practice that might
6 reflect that message being left to you?

7 A I wouldn't -- I don't have -- we don't have a
8 system that would normally retain that. And I don't
9 recall that I saved any voice messages, if any, from
10 any GMAC agent.

11 Q Okay.

12 A Yeah.

13 Q Thank you. That clarifies what I was looking
14 for.

15 A Yeah.

16 Q Do you recall placing a call to GMAC on
17 August 30th of 2010 with regards to missing documents
18 or the foreclosure proceedings that had been started
19 against your client?

20 A Not specifically, no.

21 Q Do you recall receiving a call from GMAC with
22 regards to the status of the foreclosure sale on or
23 around August 30th of 2010?

24 A Not specifically, no.

25 Q Do you recall a phone call you placed to GMAC

1 on September 8th regarding additional information that
2 was requested for the financial package that you
3 submitted?

4 To clarify, financial package you submitted,
5 I mean Exhibit 19.

6 A I have a general recollection of submitting
7 some additional documents as was requested by the
8 lender.

9 Q So you have a general recollection of sort of
10 back and forth phone calls with GMAC about, hey, we
11 need some additional documentation? We received your
12 package, but we need some more stuff, and there was
13 some back and forth on that grounds?

14 A I don't know if I would describe it as back
15 and forth. The general practice with GMAC was, absent
16 you phoning them, you received no information back.

17 And absent you reminding them on several
18 occasions that the borrower, their client, was
19 represented by counsel, they would attempt to
20 oftentimes communicate with a represented party.

21 But I do know that there were some
22 discussions about some additional documents that needed
23 to be given to me them. And we did that, I believe.

24 Q In regards to this case, do you specifically
25 recall informing GMAC that -- let me back up.

1 In regards to this action, do you -- or this
2 file, Bernard Ward's loan, do you recall ever
3 specifically having a conversation with GMAC about them
4 directly contacting your clients?

5 A Yes. And I told them to please provide me
6 with every document or bit of information that they
7 felt was necessary.

8 Q Do you recall offhand when that occurred?

9 A In the very beginning. And it was reiterated
10 probably every time I found out that they weren't
11 complying with it.

12 Q So based on your response, I'm understanding
13 that there were multiple instances where they
14 communicated directly with your clients and not with
15 you after your representation?

16 A There were certainly circumstances in which
17 they did not communicate with me but did with my
18 clients. Those communications exclusively would have
19 been in writing. Not via -- in other words, the only
20 communication that GMAC did which I believe to be
21 contrary to what my request was was they would continue
22 to write letters to my client rather than send them to
23 me.

24 Q Okay. And just to close the loop on that,
25 are you aware of any -- after your representation

1 began -- so let's just call your representation
2 beginning for clarification purposes, what was that --
3 was it August 11th --

4 A Why don't we just say after my representation
5 began, and that makes it easier.

6 Q And we understand collectively, by that I
7 mean the date that you mailed this authorization
8 letter, we'll call it August 11th, 2010.

9 Are you aware of any instances after your
10 representation began of GMAC calling -- phone
11 calling -- your clients directly as opposed to calling
12 you?

13 A Might be. But I don't -- I'm not sure who
14 the entity was that was calling.

15 Q Okay. But your recollection is more -- and
16 not a hundred percent -- but more that their practice,
17 if they did not communicate directly with you, was to
18 communicate by way of written communication rather than
19 verbal on the phone directly to your clients?

20 A That would be correct.

21 Q Okay. So I think we were at -- are we on
22 September 8th phone call, I believe.

23 Yeah, I believe we were on the September 8th
24 phone call?

25 MR. BUELL: So the next document I would like

1 to mark is going to be 20.

2 (Deposition Exhibit 20 was marked for
3 identification by the court reporter.)

4 BY MR. BUELL:

5 Q So I've presented you with what's been marked
6 as Exhibit 20.

7 A Sure.

8 Q Could you state for the record what your
9 understanding of this document is.

10 A It's a two-page letter Bates stamped WARD
11 000087 and 000088. And it's a September 9th, 2010
12 letter to Loss Mitigation from me on the Ward loan.

13 Q Does this letter convey a settlement offer --

14 A Yes.

15 Q -- from your clients?

16 A Yes, it does.

17 Q Could you please state for the record what
18 that settlement offer was.

19 MS. STROMEYER: The document speaks for
20 itself.

21 BY MR. BUELL:

22 Q If you wouldn't mind reading it into the
23 record, please.

24 A In order to avoid any further issues or
25 potential litigation, my client is prepared to offer

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1 the following terms for resolution of this matter:

2 The total outstanding reinstatement balance
3 of 31,033.93 as of September 1st, 2010, according to
4 your company. My client will immediately pay \$6,800 of
5 that sum, leaving a balance of \$24,233.93.

6 My client will continue to make monthly
7 payments of \$3,400, which includes an impound for taxes
8 and insurance.

9 My client will make an additional payment of
10 \$403 per month over five years to pay off the current
11 arrearages of the sum. The totally -- sic -- totally
12 monthly payments beginning in October will be
13 \$3,808.90.

14 Q Do you recall ever getting a response to that
15 offer?

16 MS. STROMEYER: Hold on. Could you please
17 clarify --

18 BY MR. BUELL:

19 Q From GMAC.

20 A I did not get a response to this offer.

21 Q Do you ever recall having a conversation with
22 GMAC with regards to this offer?

23 A Sure.

24 Q Do you remember the contents of that
25 discussion?

1 A The minion who I spoke to said that that was
2 in the special Loss Mitigation Department loan review
3 process, and they would determine what the terms of the
4 proposal would be.

5 Q But you don't remember any further
6 communications with regards to that settlement offer,
7 no counteroffer, no further discussions to the terms
8 or --

9 A No. What I understood was there was a
10 department -- apparently in Horsham, Pennsylvania --
11 which was going to be my contact on that.

12 Q The letter also reflects or states that
13 there's some additional documents which demonstrate
14 that Mr. Ward will be eligible for a pension.

15 Do you recall if those were provided pursuant
16 to request from GMAC?

17 A I know the documents were provided.

18 Q Do you know if you provided that information
19 based on a request from GMAC?

20 A I don't know if it was they needed
21 verification; I was prepared to give them verification.
22 But in any event, whatever I gave them satisfied their
23 inquiry as to the likelihood of that money coming in
24 for purposes of the modification.

25 Q Just to clarify, you said they were satisfied

1 based on what was produced along with this letter?

2 MS. STROMEYER: Objection --

3 THE WITNESS: No. I think what I said --
4 just to clarify the record, whatever it was that was
5 produced eventually satisfied their requirements
6 because they modified the loan.

7 Q Do you recall what your next communication
8 was --

9 A No.

10 Q -- with GMAC following this letter?

11 Do you recall at the time that you sent this
12 letter what the status of the foreclosure sale was?

13 A No.

14 Q Do you recall if GMAC -- whoever you were
15 having communications with at GMAC during this time,
16 September of 2010 -- discussed with you the correlation
17 between the modification process and the sale date?

18 Let me rephrase that question. Do you recall
19 any communications with GMAC during this time,
20 September of 2010, around the time of this letter,
21 regarding the modification review and its impact on the
22 pending foreclosure sale?

23 MS. STROMEYER: Objection. Assumes facts not
24 in evidence. Calls for speculation. Lacks foundation.

25 THE WITNESS: I believe that the system that

1 they had in place was that the computer screen, which
2 was telling this person who was talking to me what to
3 do, would describe when the foreclosure date was going
4 to be continued to pending their discussion.

5 BY MR. BUELL:

6 Q In the course of your communications with
7 GMAC, did you frequently discuss the sale date.

8 A I don't know if I frequently discussed it.
9 Generally speaking, the custom and practice of your
10 client was that you would have to call them to
11 ascertain what the status of the sale date was.

12 They would never call me back to let me know
13 if it was being changed or it was staying. That was
14 their business practice.

15 Q Do you recall any conversations with GMAC
16 regarding your concerns with the foreclosure process?

17 A No one with any authority to discuss any such
18 activity -- even though I suggested that they send it
19 to corporate counsel -- would discuss that matter with
20 me.

21 You basically had an individual that was
22 reading a computer screen. That was my impression of
23 what was going on.

24 Q So you had communications beyond these last
25 four, five paragraphs that are contained in your letter

1 dated September 9th, 2010?

2 MS. STROMEYER: Vague and ambiguous. At some
3 point in time, he had communications.

4 MR. BUELL: Let me tailor that question down
5 a little bit.

6 Q Did you have communications with GMAC
7 regarding the foreclosure process and your concerns
8 about the foreclosure process in September of 2010
9 beyond this letter?

10 A You mean did I --

11 MS. STROMEYER: I'm also going to say vague
12 and ambiguous as to concerns and what that means.

13 But go ahead.

14 THE WITNESS: The letter I wrote was my
15 putting in writing what my concerns were. Subsequent
16 to that, I don't know if I had an oral discussion with
17 somebody on the violation.

18 But based on my discussions with the
19 individual who you call on the 1-800, you know, got
20 foreclosure line from GMAC, they weren't authorized to
21 disclose anything of that nature.

22 Which is why I asked them to please send it
23 up to their litigation department. Because everybody
24 was aware of what was going on with the Federal Reserve
25 and the practices in question.

1 Q Do you recall any conversations with GMAC
2 between September 1st of 2010 and November 1st of 2010
3 specifically?

4 A Specifically --

5 Q With regards to the Bernard Ward loan.

6 A You know what, if you focus your questions,
7 I'm sure I might be able to help you out, but that's
8 overbroad.

9 Q Do you recall speaking with GMAC on
10 September 13th, 2010 with regards to foreclosure fees
11 and request -- do you recall requesting to speak with
12 the supervisor with regards to foreclosure fees?

13 A I may well have.

14 Q And just to clarify the record, the prior
15 question, you shook your head. I assume that was a --
16 no was your answer?

17 MS. STROMEYER: Will you read the question
18 back so he can be sure what he said.

19 (Record Read.)

20 BY MR. BUELL:

21 Q Do you recall speaking with GMAC in
22 mid-September of 2010 regarding missing financial
23 information that was required to complete the
24 modification review?

25 MS. STROMEYER: And can we just have like a

1 standing agreement that all these pertain to the Ward
2 loan, just to --

3 MR. BUELL: Yes.

4 MS. STROMEYER: Because otherwise I'm going
5 to keep --

6 MR. BUELL: Fair enough.

7 THE WITNESS: I don't have a specific
8 recollection right now on that.

9 BY MR. BUELL:

10 Q Do you recall as you sit here today if you
11 had any written communications with GMAC between your
12 September 9th letter, which was marked as Exhibit 20,
13 and November 1st of 2010?

14 A I don't know off the top of my head.

15 Q If they were, would you have produced them as
16 part of your production today?

17 A If they were to GMAC, I would have produced
18 them, sure.

19 Q To clarify, my question is if there were
20 communications to GMAC.

21 A If there were communications to GMAC and I
22 wrote them, we would have produced them.

23 MR. BUELL: Let's go ahead and mark 21.

24 (Deposition Exhibit 21 was marked for
25 identification by the court reporter.)

1 BY MR. BUELL:

2 Q Please state for the record what Exhibit 21
3 is.

4 A This is WARD 000070 through 000073.
5 November 10th, 2010 letter to Loss Mitigation, Horsham,
6 Pennsylvania enclosing payroll and pension benefit
7 deposits.

8 Q And was this letter sent by you?

9 A Yes.

10 Q Do you recall sending or drafting this
11 letter?

12 A I don't have a specific recollection of it,
13 but I did send it.

14 Q Do you recall if this letter was prepared and
15 sent pursuant to a conversation you had with GMAC
16 requesting information contained herein?

17 A I don't have a specific recollection of the
18 conversation. But I only would have sent this if GMAC
19 had requested further documentation for purposes of the
20 negotiations.

21 Q Is the reason for your statement now sort of
22 what you said earlier at the beginning of today's
23 deposition, that it's your practice, your customary
24 practice, to follow up a phone conversation with a
25 letter? An important -- I think as you put it -- an

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1 important conversation with a letter?

2 A Well, I don't know -- I would think generally
3 speaking, my practice is if I'm going to confirm
4 something that I believe is material, that I would
5 follow up.

6 And, in this instance, if someone has --
7 that's why I prefaced my last answer with I probably
8 only would have sent this as the result of a request
9 from somebody to provide it.

10 And since the preamble to this letter is
11 pursuant to our negotiations, that infers that we were
12 discussing the subject matter, and therefore, that's
13 why I sent this on November 10th, 2010.

14 Q Thank you for clarifying that.

15 MR. BUELL: Let's go ahead and mark 22.

16 (Deposition Exhibit 22 was marked for
17 identification by the court reporter.)

18 BY MR. BUELL:

19 Q You've been handed what's been marked
20 Exhibit 22.

21 Could you please state for the record what
22 you understand this document to be.

23 A Well, the first page of this document is
24 Bates stamped 00017, and it's a November 16th, 2010
25 letter from me to sir or madam because they wouldn't

1 give me their name.

2 Per your request, enclosed please find the
3 letter from the non-borrowing spouse, who will be
4 making payments on the mortgage and bank depositions of
5 the pension for Mr. Ward. That's the first page of
6 Exhibit 22.

7 MR. BUELL: Can we go off the record for one
8 second.

9 (Short discussion off the record.)

10 MR. BUELL: To clarify, we have amended
11 Exhibit 22 to be the production that was produced by
12 Mr. Halloran today pursuant to the Notice of Amended
13 Deposition, as the copy that I brought with me today
14 did not have the cover letter on it.

15 Therefore, Exhibit 22 will be Bates stamps
16 00017 through 00021. This is the document that he has
17 been looking at, except for the attachments, which are
18 pages 00018 through 00021. And we will refer to this
19 as Exhibit 22 from here forward.

20 Q Do you recall sending or preparing this
21 letter?

22 A No.

23 Q Based on the signature, is this a letter that
24 you believe you sent?

25 MS. STROMEYER: Just for the record, by sent,

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1 you mean prepared? He probably caused it to be sent --
2 BY MR. BUELL:

3 Q Prepared, caused it to be sent.

4 A Yeah. I'm relatively sure I produced it to
5 GMAC. It was in documents they produced to me.

6 Q Was this letter prepared in response to a
7 conversation that you had with GMAC?

8 A I have no independent recollection of that.

9 Q Was the information -- well, let's backtrack.
10 The document states that, enclosed is a
11 letter from the non-borrowing spouse who will be making
12 payments on the mortgage and bank deposits of the
13 pension for Mr. Ward.

14 Do you recall being requested by GMAC to
15 provide this information?

16 A I have no independent recollection.

17 Q But you do recall providing it? Excuse me, I
18 take it back. You did not testify that you recall
19 providing it.

20 You do believe that this is a letter that you
21 prepared and had sent to GMAC?

22 A Sure.

23 Q Okay. Do you recall any conversations with
24 GMAC in November of 2010 regarding the status of the
25 modification and postponement or request to postpone

1 the foreclosure sale date?

2 A Not specifically, no.

3 Q Do you recall any conversations in December
4 of 2010 with regards to postponing the sale date?

5 A I have no specific recollection of
6 discussions on that subject matter right now.

7 Q Do you recall any discussions with GMAC in --
8 let's broaden it a little bit -- from November through
9 December of 2010 -- regarding a trial payment plan for
10 Mr. Ward or Ms. Halloran?

11 A I know that there were discussions on the
12 subject matter, and the proposal was submitted by GMAC,
13 which my client complied with.

14 Q Do you recall what those terms were?

15 A Not off the top of my head, no.

16 Q Do you recall having any negotiation with
17 them?

18 And I'll define what I mean by negotiation.
19 Any back and forth discussions with regards to the
20 terms of that payment plan.

21 A It was a take-it-or-leave-it proposal.

22 Q Do you recall if you requested a trial
23 payment plan at any time? We'll say prior to
24 January 1st of 2011.

25 A No. My recollection of the circumstances was

1 that GMAC's Loss Mitigation special unit from Horsham,
2 Pennsylvania were suggesting this trial payment plan as
3 part of what their criteria is, which was an actual
4 business model that GMAC and some other major banks
5 had, as well, to get some monthly mortgage payments
6 from people who were nonperforming assets to boost
7 revenue and then were actually -- subsequently charged
8 by the Federal Reserve Bank with violating the honor
9 and spirit of the loan that the national government
10 gave them by not following through and honoring the
11 modification programs. That's what I remember.

12 Q Do you remember those specific conversations
13 with them?

14 A That's not conversation with them --

15 MS. STROMEYER: That misstates his testimony.
16 That's not what he said.

17 BY MR. BUELL:

18 Q Do you remember having a specific
19 conversation with GMAC about those issues?

20 A Not from the low-level person who was
21 providing me information about what GMAC's program was,
22 no.

23 Q Do you recall having those conversations with
24 anyone who was not, as you put it, a low-level
25 employee?

1 MS. STROMEYER: Objection. He said he was
2 aware of certain things going on; he didn't say that he
3 had conversations with anyone regarding specifically
4 those issues.

5 BY MR. BUELL:

6 Q You can go ahead and answer my question.

7 A No.

8 Q No, you do not recall any discussions?

9 A Why don't you read the question back and my
10 answer.

11 Q That's fair enough. I'll move forward with
12 that.

13 Do you recall how many different employees at
14 GMAC you believe you spoke with?

15 MS. STROMEYER: At any point in time?

16 MR. BUELL: Yes.

17 THE WITNESS: Well, having been in your seat
18 a couple of times, I cannot give you a precise number,
19 but I will try and estimate.

20 More than five and less than 50.

21 BY MR. BUELL:

22 Q Are there particular names that stand out to
23 you as people you communicated with more than others?

24 A Not really. And, you know, I know there was
25 a telephone log that GMAC had which identified, by

1 number, the people.

2 But I don't have a recollection -- they would
3 not give their last names. And sometimes they didn't
4 identify their name at all, in fact.

5 Q And the telephone log you mentioned, I assume
6 that's something that you've reviewed as your role as
7 attorney in this action?

8 A Yes, absolutely. And your PMK, your person
9 most knowledgeable, couldn't identify by number the
10 people, even though that was part of his requested
11 knowledge of that subject matter. So we'll get it -- I
12 mean, we know who they are. Eventually, we'll get it.

13 Q But your testimony today -- as witness not as
14 attorney representing the case -- is you do not
15 specifically recall the names of any individuals that
16 you spoke with at GMAC?

17 A Not the names right now, no.

18 Q All right. Let's --

19 A But, to aid you, it may well have been that,
20 at some point, when I did establish some kind of
21 rapport with one individual, I may have actually put
22 their first name on a letter at some point in time. I
23 don't know when.

24 Q And sitting here right now, without looking
25 at the letter, that name doesn't jump out at you?

1 A No, it doesn't.

2 Q Fair enough.

3 Do you -- did you have any communications --
4 let me ask it a different way.

5 Were your communications with GMAC in
6 writing? Just walk through each of them.

7 Did you communicate with GMAC in writing at
8 any time during the scope of this, August of 2010
9 through, let's say, today?

10 A Sure, we've established that.

11 Q Did you have communications orally on the
12 telephone?

13 A Yes, we've established that.

14 Q Did you have any face-to-face or
15 person-to-person meetings with GMAC?

16 A No. Didn't have a chance to get to Horsham,
17 Pennsylvania, sorry.

18 Q Was there any other form of communication you
19 had with GMAC?

20 A They would not communicate in any other
21 fashion.

22 Q Did you send -- and I'm sorry, I used the
23 term written communication, that's somewhat broad.
24 Obviously, we've established that you sent letters.

25 Did you also have a course to send faxes to

1 GMAC?

2 A I'm sure I sent faxes to get the documents
3 appropriately. They gave me a fax number.

4 Q E-mail, as well?

5 A Never.

6 Q Never e-mailed?

7 A Never. Wouldn't give me an e-mail for that
8 purpose. Only fax.

9 Q So, just so I'm hearing you correctly, had
10 you been given the opportunity to send e-mail, you
11 probably would have sent e-mails, you just were never
12 given an e-mail address to send to?

13 A That's correct.

14 Q Which makes it kind of hard to send an e-mail
15 if you don't have an address.

16 A Yes, it does.

17 Q All right. When you provided documentation
18 that was required or requested by GMAC for the purposes
19 of reviewing your clients for modification, were those
20 then provided by mail letter, or did you provide them
21 by way of fax?

22 A The mode of transportation of the information
23 was both.

24 Q And when you -- when you provided those by
25 mail, was it sent to an address that you were provided

1 by whoever you had been speaking with at GMAC that
2 requested that information?

3 A That's correct.

4 Q Same thing with regards to fax.

5 Would you fax to a number that the person you
6 had been communicating with at GMAC specifically
7 provided to you?

8 A Correct.

9 Q Was there any -- ever an instance that you
10 recall during your communications with GMAC where they
11 said they had not received something that you had sent
12 to them?

13 A That may well have happened.

14 Q But nothing -- you don't recall a specific
15 instance of that?

16 A It may well have happened, and then we resent
17 it, yeah.

18 Q Okay, fair enough.

19 Let's move forward to January of 2011. Do
20 you recall a conversation with GMAC on January 6 with
21 regards to additional documents required for
22 modification specifically regarding this trial payment
23 plan?

24 A I may well have, I don't know.

25 Q Do you recall specifically any conversations

1 you had with GMAC in January of 2011?

2 A Not particularly.

3 Although, I would like to correct the record.

4 At one point, I was given the

5 FinancialPackage@GMACmortgage.com e-mail to send some
6 documents.

7 So maybe, at some point, someone did give me
8 that information. But that's not an individual.

9 Q What document are you looking at?

10 A Exhibit 21.

11 Q Okay. And I see on the top it says by fax
12 and e-mail; is that correct?

13 A Yes. So I correct that. I must have
14 communicated with the company, at least, with this
15 general financial package; although, I don't think that
16 that's an individual's name, which would be
17 customary --

18 Q And it looks, too, as though you also sent
19 that letter by fax.

20 A Yeah.

21 So anyway, yeah, trial modification plan
22 January, yeah. I mean, I know we had discussions about
23 them. I don't know what they were.

24 Q And you don't recall specifics about any of
25 those communications --

1 A No.

2 Q -- as you sit here today?

3 A No. I do remember the gentleman who gave me
4 the information when I spoke to him about it was
5 pleased to announce that, that there was a trial
6 modification.

7 Q In January --

8 A Whenever it was.

9 Q -- 2011?

10 As you sit here today, do you know if you
11 have any specific notes that you have taken with
12 regards to conversations on the trial plan with GMAC?

13 A I don't.

14 MR. BUELL: Let's go ahead and mark next 23.

15 (Deposition Exhibit 23 was marked for
16 identification by the court reporter.)

17 BY MR. BUELL:

18 Q You've been handed what's been marked
19 Exhibit 23.

20 Would you please state for the record what
21 you believe this document to be.

22 A This was a WARD 000085 letter of January 7th,
23 2011 sent by facsimile to GMAC mortgage.

24 Q Is the letter from you?

25 A It is.

1 Q Do you recall preparing or sending this
2 letter to GMAC?

3 A I -- I know I prepared the letter and sent it
4 to Mike.

5 Q Do you recall any conversations with Mike
6 with regards to the substance of this letter?

7 A I believe that Mike wanted to get
8 confirmation that the -- what the status was of the
9 cancer expense treatments for the Wards' son who had
10 the Hodgkin's lymphoma.

11 Q Do you recall speaking with a Mike now that
12 you see the name?

13 A I know I spoke to a gentleman. That must
14 have been his name. That's why I sent him this
15 information.

16 Q As you sit here, now that you see the name
17 Mike, do you recall speaking with Mike on more than one
18 occasion?

19 A I may well have. I know at one point in
20 time -- and I think this was probably consistent with
21 impressions from the Federal Reserve -- GMAC was trying
22 to get one person sort of on these documents.

23 So I don't know. But I think I had more than
24 one conversation with Mike.

25 Q And the substance of this letter is

1 additional information regarding the treatment of
2 Ms. Ward's son, as you mentioned for lymphoma; is that
3 correct.

4 A Right, yeah. As you may recall, that was --
5 unfortunately, for this family, some very bad things
6 happened, and one of their children had cancer.

7 And so what GMAC wanted to know is, well, if
8 it's really expensive, they won't be able to make our
9 mortgage payments.

10 So we were trying to tell them that the
11 lymphoma was in remission, and that the expenses
12 weren't going to be such that GMAC wouldn't get its
13 money.

14 MR. BUELL: Let's move on to the next
15 document.

16 (Deposition Exhibit 24 was marked for
17 identification by the court reporter.)

18 BY MR. BUELL:

19 Q You've been handed what's been marked
20 Exhibit 24. As you can see from the bottom right-hand
21 corner, it has a marking of Exhibit 1. The Exhibit 1
22 reference is the exhibit to the complaint that was
23 filed in this action.

24 Do you recall this document -- seeing this
25 document prior to today?

1 A I have. Although, I'm not sure the stamp
2 that says Exhibit 1 is something that I saw on the
3 document when I saw it.

4 I also note that there isn't any Bates stamp
5 number demonstrating that this was a GMAC document that
6 was produced by GMAC in response to request for
7 production of documents.

8 Q Have you reviewed this document -- have you
9 seen this document before?

10 A Well, I have received and reviewed in the
11 past a GMAC Mortgage document, which described itself
12 as a Trial Modification Agreement, yes.

13 Q Since this specific document does not have
14 the Bates stamp or the production from GMAC, would you
15 like to take a moment to review it to make sure it was
16 the document you reviewed in the past?

17 A I couldn't do it without comparing it to the
18 document I did review in the past or we produced
19 previously.

20 (Short discussion off the record.)

21 THE WITNESS: Exhibit 24, we've established,
22 now appears to be an accurate, representative copy of a
23 document, which was attached as an exhibit to my
24 complaint on behalf of my clients.

25

1 BY MR. BUELL:

2 Q Have you reviewed this document prior to
3 today?

4 A I did review it prior to today.

5 Q As you sit here right now, do you understand
6 the purpose of this document as it was presented to
7 your clients?

8 A I believe I understood what GMAC was
9 purporting to do with this, yes.

10 Q And what's your understanding as to what GMAC
11 was purporting to do with this?

12 A The representation of what they were
13 purporting to do is to demonstrate that the borrower
14 could make mortgage payments for three months sort of
15 as a trial to whether or not the permanent modification
16 would be made.

17 And that, upon the completion of the trial
18 period, that then the modification would become a
19 permanent modification.

20 Q Do you recall having a conversation with your
21 clients regarding this document? I'm not asking
22 about --

23 A Well, of course I would have discussed with
24 my clients any proposal that was provided by GMAC.

25 Q Do you specifically recall discussing this

1 trial payment plan with them?

2 A Well, in the course of my representation of
3 my clients, any material aspect of the case, my custom
4 and practice would be to discuss it with them, of
5 course.

6 Q I'll just ask it one more time. Maybe I'm
7 phrasing it not correctly.

8 But my question to you is, specifically this
9 document, do you specifically recall having a
10 communication or a discussion with your clients about
11 this document?

12 A Here is the difficulty with what -- I've run
13 across this a few times in my life.

14 When you ask an attorney whether or not he
15 had a discussion on the subject matter of a document,
16 right, by the question itself, it's asking for a
17 subjective communication with the client.

18 So I cannot answer that question without
19 divulging attorney-client privileged communication,
20 because the subject matter, which is the premise of
21 your question is included in the question.

22 So the easiest way for me to answer that
23 without invading that attorney-client privilege is to
24 state to you that it would have been my custom and
25 practice -- and I always communicate with my clients,

1 every material aspect of a transaction in which another
2 party has communicated to me for my client's benefit
3 terms of a proposed agreement, okay.

4 Q So just to clarify for my side of the record,
5 I understand that your direct response to my question
6 about a specific communication with your client --
7 whether you recall a specific conversation with your
8 client about this document is you're objecting on
9 grounds of attorney-client privilege. And, instead of
10 directly answering the question, you're providing a
11 more general response?

12 A I am generally answering a question, which is
13 responsive to your question's subject matter without
14 specifically affirming what communications I had with
15 respect to the subject matter, which itself is
16 attorney-client privileged.

17 Q Do you understand this document to be a
18 written contract? This document, to clarify, I mean
19 Exhibit 24.

20 A I don't have a present opinion about what
21 this is or isn't. Since I'm not here as an expert, I'm
22 not going to give you answers to that unless you start
23 paying me, which you can't because we're in conflict of
24 interest.

25 Q That would be a conflict, wouldn't it?

1 A It would.

2 Q If I turn to Page 3 of Exhibit 24, it's the
3 signature page for this document.

4 Could you please read for the record how it's
5 signed.

6 A Well, the document speaks for itself. And
7 how it's signed is, please sign and return this
8 agreement. And it says, Colleen M. Halloran, Power of
9 Attorney for Bernard Ward, 1/23.

10 Q Is it your understanding that the Power of
11 Attorney that she's referring to is the Power of
12 Attorney that is an attachment to an exhibit that we
13 discussed earlier, Exhibit 19?

14 A I don't know.

15 Q If you wouldn't mind pulling out Exhibit 19.

16 A In other words, you asked me whether or not I
17 understood --

18 MS. STROMEYER: Objection. The document
19 speaks for itself.

20 MR. BUELL: I understand.

21 THE WITNESS: I don't know.

22 BY MR. BUELL:

23 Q Do you recall reviewing the general Power of
24 Attorney in regards to the authority or ability of
25 Ms. Halloran to sign on behalf of Bernard Ward?

1 MS. STROMEYER: Attorney. May call for
2 attorney-client work product --

3 THE WITNESS: I don't know. I don't know if
4 I looked at it one way or the other. Certainly
5 estoppel in pais would make it irrelevant.

6 Q What is -- do you believe Exhibit 24 --

7 THE WITNESS: That's P-A-I-S, by the way,
8 estoppel in pais is P-A-I-S.

9 THE REPORTER: Thank you.

10 BY MR. BUELL:

11 Q Let me stop and rephrase this question. I'm
12 trying to phrase it without getting to the purpose of
13 your prior objection regarding communications with your
14 client.

15 If you take a look at Exhibit 24, does it
16 list out the original principle balance of the -- of
17 the loan?

18 A Don't know.

19 Q If you look at Paragraph 3 on Page 1 of
20 Exhibit 24, could you please review that paragraph.

21 A I'm sorry, which paragraph?

22 Q I'm sorry, it's not paragraph. It's itemized
23 Number 3.

24 A Okay, I see that.

25 Q It's actually the sixth paragraph.

1 A Okay.

2 Q Now that you read that, do you -- what do you
3 believe the original principle balance of the loan was
4 according to this document?

5 MS. STROMEYER: Objection. The document
6 speaks for itself. Mr. Halloran's understanding of the
7 principle balance is irrelevant.

8 THE WITNESS: I don't know. This is what the
9 document says.

10 BY MR. BUELL:

11 Q What is your understanding today as to what
12 the principle balance of the loan is?

13 A I don't have one.

14 Q Do you recall what your understanding as to
15 the principle balance of the loan at the time of this
16 letter in January of 2011 was?

17 A I don't have recollection of that.

18 Q Do you recall looking at the principle
19 balance as a term in your negotiations with GMAC?

20 A At what point in time?

21 Q Let's say January 2011.

22 A No. I think that that discussion was about
23 the trial loan modification.

24 Q Do you recall discussing -- as part of your
25 negotiations with GMAC, do you recall discussing the

1 principle balance at any point in time?

2 A I know I talked with them early on about what
3 the principle balance was, yeah. But I don't know off
4 the top of my head what that was.

5 Q Do you recall any discussions with regards to
6 reducing the principle balance?

7 A Discussions, no.

8 Q Do you recall any other communications
9 regarding or requests -- let's say that.

10 Do you recall making a request to GMAC for a
11 principle reduction?

12 MS. STROMEYER: At any point in time?

13 MR. BUELL: At any point in time.

14 THE WITNESS: Yes.

15 BY MR. BUELL:

16 Q Do you recall when that request was made?

17 A I don't.

18 Q If the request was made in writing -- was the
19 request made in writing?

20 A Yes.

21 Q So, conceivably then, the request would be in
22 one of these documents that we have in front of us that
23 was produced today?

24 A I'm sorry?

25 Q If you made the request for principle

1 reduction in writing, then we should find it in one of
2 the documents that was produced today.

3 Is that accurate?

4 A No.

5 Q Where else would that communication be then?

6 MR. GADDIS: Can we go off the record.

7 (Short discussion off the record.)

8 BY MR. BUELL:

9 Q Do you recall having any direct
10 communications with GMAC with regards to a request in
11 reduction principle loan balance?

12 A Define direct with GMAC.

13 Q With a representative, an employee with GMAC?

14 A Other than Severson & Werson?

15 Q Is it your understanding that Severson &
16 Werson is a direct employee with GMAC?

17 A I don't have an understanding of what their
18 relationship is with GMAC, except to the extent that
19 the scuttlebutt is you're doing these cases on a flat
20 rate. But other than that, I don't know.

21 Q Any of the conversations that you had with
22 employees of GMAC, where you called someone in Horsham,
23 Pennsylvania -- since you've used that location
24 before -- do you recall having any written
25 communications with an individual from GMAC Mortgage

1 out of their Horsham, Pennsylvania office with regards
2 to a reduction of principle balance?

3 A I don't have any recollection of that.

4 Q Do you have any recollection of having a --
5 making a request for principle balance reduction to an
6 attorney at Severson & Werson?

7 A I know there were settlement negotiations in
8 that manner, yes.

9 Q But you're not able to differentiate between
10 Severson & Werson employees and GMAC employees in the
11 context of making a request for principle reduction?

12 A I wouldn't.

13 Q Okay. If you turn to Page 2 of Exhibit 24,
14 please.

15 Itemized Numbers 5, 6, and 7 contain terms of
16 the repayment plan.

17 Would you agree with that statement?

18 Take your time to review it, please.

19 MS. STROMEYER: I'm going to object that the
20 document speaks for itself. And it may call for an
21 expert opinion or legal conclusion, which is not
22 Mr. Halloran's capacity here today.

23 THE WITNESS: You asked me to read it, and
24 then while I was reading it, you asked me a question.

25 What was your question?

1 BY MR. BUELL:

2 Q Go ahead and review Items 5, 6 and 7, and
3 please let me know when you're completed.

4 A Okay. Okay.

5 Q Do you understand -- is it your understanding
6 that 5, 6 and 7 are terms to this payment plan?

7 A What my understanding is currently?

8 Q Yes.

9 A I don't know if I have an understanding
10 currently.

11 Q Based on your review of the document, is it
12 your belief that, say, for example, Item 7 is a
13 schedule of the payments required to be made pursuant
14 to this agreement?

15 MS. STROMEYER: I'm going to --

16 THE WITNESS: Well, the document appears to
17 state what is required under the terms of the
18 agreement.

19 BY MR. BUELL:

20 Q And I believe I may have asked you this
21 before, so I apologize if I did.

22 But on Page 3 of this document, is there a
23 specific place for Bernard V. Ward to sign and date
24 this document?

25 A Not on the document that you're showing me.

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1 MS. STROMEYER: On the last page.

2 BY MR. BUELL:

3 Q Page 3 of the document.

4 MS. STROMEYER: The document speaks for
5 itself.

6 THE WITNESS: There is a signature line for
7 Bernard Ward, yes.

8 BY MR. BUELL:

9 Q And in your review of this document, this
10 document has been signed -- for the purposes of this
11 question, I understand that it is not signed by Bernard
12 Ward.

13 But do you agree that this document has been
14 signed with what appears to be someone with the
15 authority to sign on his behalf.

16 A Clearly. And, clearly, GMAC accepted each
17 one of these three payments in conformity with this
18 modified agreement.

19 Q And what's the basis for that testimony?

20 A Canceled checks.

21 Q Have you produced copies of those canceled
22 checks?

23 A Oh, and in addition, the documentary evidence
24 from GMAC evidencing receipt of that. And yes, we have
25 produced canceled checks.

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1 MS. STROMEYER: I don't believe that they
2 were produced as part of the production today.

3 MR. BUELL: That's fine.

4 Q Do you recall your next communication with
5 GMAC following the trial payment plan being -- excuse
6 me.

7 Do you recall the next communication you had
8 with GMAC following this January 14th, 2011
9 communication that we've previously marked as
10 Exhibit 24?

11 MS. STROMEYER: I'm going to object that that
12 misstates his testimony that indicates Mr. Halloran was
13 in direct communication to Mr. Bernard Ward. He did
14 not testify that it was a communication through him.

15 MR. BUELL: Fair enough.

16 Q Do you recall the next communication that you
17 had with GMAC Mortgage after January 14th, 2011?

18 A No.

19 Q Do you recall the basis of your next
20 communication you had with GMAC following the trial
21 payment plan being entered into?

22 A Not independent of what you might show me to
23 refresh my recollection, no.

24 Q Do you recall any conversations with GMAC in
25 February of 2011 regarding the pending sale date,

1 foreclosure sale date?

2 A After the execution of this modified program?

3 Q Correct.

4 A I can only say generally that I had to
5 continue to follow up to make sure that they were
6 continuing to delay the foreclosure consistent with
7 their obligations under this agreement.

8 Q As you said, you continued to follow up to
9 make sure.

10 Do you recall any reason for being concerned
11 the sale date had not been continued? For example,
12 receiving a notice of sale, receiving a communication
13 from GMAC that said the sale will be going forward on X
14 date, et cetera?

15 A Well, GMAC never sent a communication in
16 writing that they were going to sell anything. So that
17 didn't happen.

18 And I don't know what would have prompted me
19 to check, except that my recollection with what their
20 business practice was is that they wouldn't call to let
21 you know that it was being continued; you had to call
22 them.

23 Q So is it a fair -- I understand this is an
24 assumption -- is it a fair assumption that what you're
25 testifying to today is that you were calling GMAC -- if

1 you called -- because you don't recall specific
2 communications after this -- but if you made a
3 communication to them, it was out of an abundance of
4 caution to make sure the sale wasn't going to occur?

5 A Yes. And I know, as an example -- and this
6 is just an example -- that the kind of people that sit
7 on the courthouse steps and buy people's property, I
8 know that, after the Loan Modification Agreement that I
9 believe was entered into was entered into with a
10 payment received and accepted by GMAC, that someone in
11 my client's family received a phone call from somebody
12 about trying to get -- you know, the sale or buy the
13 property or something like that.

14 And that was at a time when GMAC didn't even
15 notify me or the borrowers that the property had
16 already gone into sale.

17 Q And just to be clear, that's exactly what I'm
18 getting at. Other than that example that you provided,
19 do you recall any other situations during the course of
20 this negotiation -- meaning August 13th, 2010 through
21 the present time -- when you were given any
22 communication -- notice from third party, GMAC,
23 anyone -- that a sale was going to take place, which
24 required you to take some affirmative action to make
25 sure that sale date had been postponed?

1 I know that's a compound question, but that's
2 what I'm getting at.

3 A Yeah. My general recollection, generally
4 speaking, is that, as an example, I have a series of
5 phone calls about a loan modification and then call to
6 find out where the modification like this pilot program
7 is, and I find out that -- in lieu of sending it to me,
8 as I requested -- they send it to this house.

9 I'm sure there are instances where there were
10 some communications about foreclosure issues and sale
11 dates, but I have no specific recollection right now.
12 I just know that their modus operandi was that, if you
13 want to find out about it, you had to call us, we
14 weren't going to let you know.

15 Q And just to clarify for my own understanding,
16 the example you just gave was not specific to this
17 case, that's your general dealings with GMAC.

18 Is that accurate?

19 A Well, that was consistent with what my
20 dealings with GMAC were in this case. It apparently is
21 consistent with their modus operandi business practice
22 because what happened with the Federal Reserve
23 demonstrated that it must have been going on
24 countrywide, which is why they wanted to enter into the
25 stipulation that they did.

1 Q And is that -- your testimony there based on
2 your experience from working on other cases regarding
3 loan modifications that may have involved GMAC?

4 A And looking at the 60 or 70 cases in
5 California filed against GMAC for exactly the same kind
6 of conduct which we're dealing with here today.

7 As well as looking at the stipulated order
8 and judgment with the Federal Reserve Bank that GMAC
9 entered into. So it's pretty clear what was going on
10 there.

11 Q Have you, in the course of your
12 representation, had any conversations with other
13 counsel -- since you've referenced I think you said 60
14 or 70 other cases in California against GMAC, have you,
15 in the course of your representation here, had
16 conversations with any other attorneys who have filed
17 actions against GMAC?

18 A I probably have had some conversations with
19 them, yeah. And I may have -- no, I probably haven't
20 had that yet.

21 Q Was your review of those 60 to 70 cases a
22 result of this case?

23 A Well, I was appalled by what GMAC did in this
24 case. And then I was further surprised that -- to find
25 out that this was happening so prevalently. And

1 obviously, Kamala Harris, our Attorney General, is
2 seeking their own cases against them, as well as other
3 Attorney Generals in the U.S. And, obviously, the
4 Federal Reserve has been concerned enough about it.

5 Q Have you had any conversations --
6 communications of any sort -- with Kamala Harris or any
7 AG office regarding this?

8 A Not her directly, I don't believe so.

9 Q And, obviously, I'm not getting to the basis
10 of the communications, just whether or not there were.

11 A But the Federal Reserve is keeping an eye on
12 you guys.

13 Q And have you had any conversations or
14 communications with the Federal Reserve regarding this
15 case or --

16 A Oh, yeah.

17 Q You have?

18 A Oh, yeah.

19 Q When did you have those communications with
20 the Federal Reserve?

21 A When I thought it was appropriate.

22 Q Do you have a date? An estimated date range?

23 A Not off the top of my head.

24 Q Last week? Last month?

25 A Are you going to ask me for an estimate when

1 these conversations occurred? Within the last year.

2 Q Have you had multiple conversations with the
3 Federal Reserve?

4 A My office has had multiple conversations with
5 the Federal Reserve, yes.

6 Q You personally or your office collectively?

7 A My office collectively.

8 Q Have you personally had multiple calls with
9 the Federal Reserve?

10 A Not me personally, no.

11 Q And the purpose of your call, was it directly
12 related to this case, or was it related to your general
13 handling of the matters regarding GMAC as a defendant?

14 A Both.

15 Q Have you had any written communications with
16 the Federal Reserve regarding these issues?

17 A Don't know.

18 Q Only phone calls is your recollection right
19 now?

20 A Currently.

21 Q How about your office? Do you know if anyone
22 from your office has had written communications with
23 the Federal Reserve regarding this?

24 A Don't know off the top of my head.

25 Q All right.

1 MR. BUELL: Let's mark this.

2 (Deposition Exhibit 25 was marked for
3 identification by the court reporter.)

4 BY MR. BUELL:

5 Q Marked as Exhibit 25, could you please tell
6 us what this document is.

7 A WARD 00017. April 22nd, 2011 letter sent via
8 facsimile and e-mail to Loss Mitigation, Horsham,
9 Pennsylvania.

10 Q And was this letter sent and prepared by you?

11 A Yes.

12 Q Could you tell me what your understanding of
13 the purpose of this communication is?

14 A I'd received an offer from GMAC for a
15 permanent loan modification in a telephone conversation
16 with a person who was a supervisor, whose name I don't
17 have off the top of my head.

18 And I went -- I'm pretty sure it was a
19 male -- told me what the modification terms were going
20 to be and was pleased to let me know that I could
21 convey this to my client.

22 And so I wanted to confirm in writing the
23 terms of the offer and that, you know, it would be
24 accepted.

25 Q Do you recall taking handwritten notes during

1 your conversation with the supervisor at GMAC?

2 A Yeah. I'm almost positive I would have taken
3 notes of this, because I then translated it into this
4 letter.

5 Q And again, this goes back to your general
6 practice. You don't know sitting here now if you did
7 that or not.

8 So your general practice would be -- am I
9 accurate in saying that you would take notes during the
10 course of a phone call and use those notes to prepare a
11 letter such as this?

12 A Yeah, that would be consistent. Now whether
13 or not I kept that note in this file, I don't know.
14 And then, parenthetically, one issue that we will have
15 to deal with is there is a representation by GMAC on
16 every phone call that they are recording these
17 conversations.

18 And, to date, we have not received any
19 recorded conversation of any conversation I had. I
20 don't know if those recorded conversations have been
21 looked for or exist, but we will be asking for those.

22 Q Last question before we take a brief break
23 here is, so as you sit here right now is the basis of
24 my question here.

25 As you sit here right now, does this

1 April 22nd, 2011 letter form the basis for the
2 modification that is -- that this action is based on?

3 Let me rephrase that. Does this letter
4 contain all of the terms of the modification?

5 MS. STROMEYER: Objection. May call for
6 legal conclusion. May call for expert testimony.

7 MR. BUELL: That's fine.

8 THE WITNESS: This conveys what the offer was
9 from GMAC for a permanent loan modification. This was
10 their offer. And this was our acceptance of their
11 offer. Offer, acceptance -- first year contracts.
12 Offer, acceptance, consideration, paid, estoppel in
13 pais. That's what this was.

14 MR. BUELL: Okay. Let's take a break.

15 (Short Break Taken.)

16 BY MR. BUELL:

17 Q We were talking about, before a short break
18 here, Exhibit 25. Just to recap so we're all back on
19 the same page, correct me if I'm misspeaking here.
20 This is a letter drafted and sent to GMAC from you on
21 April 22nd, 2011.

22 I believe your testimony was -- and correct
23 me if I'm wrong -- that this letter was confirmation of
24 a conversation you had with a supervisor at GMAC with
25 regards to an offer to modify the loan for Bernard

1 Ward.

2 Is that correct?

3 A Yeah. For a traditional loan modification.

4 Q And just for purposes of keeping the record
5 clean, would you mind -- you don't have to read the
6 letter, but would you mind just reading the terms that
7 are stated in your letter for the agreement?

8 A Yeah. Dear sir or madam, this will confirm
9 my recent conversation with your unit confirming that
10 the borrower has been approved as of April 21st, 2011
11 for a modified traditional modification with an APR
12 rate of 2.88 percent. The 432 modified payments of
13 principle, interest and PMI amount to \$3,253.24 per
14 month, the principle and interest payment of that sum
15 being \$2,678.12.

16 That was what was told to me, and that's what
17 I confirmed.

18 Q And do you recall this conversation took
19 place on the 22nd? On the 21st?

20 MS. STROMEYER: It's compound.

21 THE WITNESS: Well, I don't know if it was
22 the 21st or the 22nd. But you know, it was either the
23 21st or the 22nd.

24 BY MR. BUELL:

25 Q It was recent, right? Is what your letter

1 says?

2 A Yeah.

3 Q Do you -- as you sit here right now, without
4 taking a look at the handwritten notes that you may or
5 may not have taken on this phone call, do you recall
6 any specifics about the conversation that you had with
7 the supervisor prior to this letter being drafted?

8 MS. STROMEYER: That may be vague and
9 ambiguous.

10 Is your question does he recall anything
11 additional to what he's already testified to?

12 MR. BUELL: Correct.

13 THE WITNESS: No.

14 BY MR. BUELL:

15 Q Do you recall the name of the supervisor that
16 you spoke with?

17 A You know what, I don't.

18 Q Do you recall --

19 A I think he was 107. I don't know.

20 Q Do you recall if -- prior to speaking with
21 the supervisor for the purpose of this phone call
22 that's referenced in this letter, do you recall if you
23 spoke with another individual who then passed you on to
24 a supervisor or if you communicated directly with the
25 supervisor?

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1 A No. At one point in time, the communications
2 on this part of the loan modification came -- I had at
3 least two conversations with this individual.

4 Q Okay. But you don't recall what that
5 individual's name was?

6 A No. But if you look at those records from
7 the internal records of GMAC, you'll probably know.
8 And he was -- whoever that person was. But in any
9 event, he was pleased to provide the information and
10 happy that it happened. He was enthusiastic about
11 helping the Ward family.

12 MS. STROMEYER: You don't have to speculate
13 to the person, but you don't remember the person?

14 THE WITNESS: I do not.

15 BY MR. BUELL:

16 Q Am I correct that you specifically remember
17 him saying something to the effect -- or I may be
18 paraphrasing -- but I'm pleased to inform you that
19 you've been applied for a loan modification?

20 MS. STROMEYER: You've been approved.

21 THE WITNESS: Congratulations, something
22 along those lines, sure.

23 BY MR. BUELL:

24 Q Do you recall any conversations with GMAC
25 between the trial payment plan -- so we'll call that,

1 from the exhibit we looked at earlier January 14th just
2 for ease of giving it a time frame.

3 Between January 14th, 2011 and your
4 conversation that forms the basis of this letter, so
5 we'll call it April 21st, 2011.

6 Between that time span, do you recall any
7 specific conversations with GMAC regarding the loan
8 modification?

9 A No. I know that there were some inquiries as
10 to what the status was of the evaluation of the
11 permanent loan modification.

12 Q Did you -- you don't recall any specifics of
13 those?

14 A I don't believe there were any specifics
15 beyond what's going on. And it was sort of like, I'm
16 trying to get some information from the Wizard of Oz.
17 It was, we'll tell you in good time. That was kind of
18 my --

19 Q As a more general broad question, so this
20 question will span the scope again of August 2010 to
21 present.

22 As a general matter, were most of your
23 conversations -- phone conversations with GMAC -- five
24 minutes? Two hours? Totally varied?

25 A I never had a two-hour conversation with

1 anybody at GMAC.

2 Q Did most of them tend to be very brief, on
3 the order of, say, less than ten minutes?

4 A I probably -- the longest conversation I had
5 was probably on the order of a half-hour. And the
6 shortest may have been on the order of two or three
7 minutes.

8 Q And I understand I'm asking you to generalize
9 here. Generally speaking, were they on the shorter end
10 of the spectrum?

11 In other words, the 30-minute call was more
12 the exception rather than the norm?

13 A Yeah. I don't know if I can tell you what
14 the normal was.

15 Q That's fine.

16 A But there was a range, obviously.

17 Q Do you have a recollection of GMAC calling
18 you directly during the full span of this August 2010
19 through present?

20 MS. STROMEYER: And just -- you're speaking
21 about GMAC; you're not talking about Severson & Werson?

22 MR. BUELL: Correct.

23 MS. STROMEYER: Okay.

24 THE WITNESS: Yes. GMAC was capable of
25 calling me and capable of leaving a voice message,

1 which they did, including a phone number to call the
2 individual back.

3 Which is why it's extraordinary that, when it
4 came time for GMAC to foreclose on the property
5 after -- in my belief they reneged on the deal -- they
6 didn't leave a message on my answering machine at the
7 office to let me know that.

8 BY MR. BUELL:

9 Q When you say reneged on the deal, just to
10 clarify the record, what's the deal you're referring
11 to?

12 A Well, there was a permanent loan modification
13 offer made by GMAC, the terms of which I read into the
14 record.

15 There was an agreement that the payments
16 should begin effective May 1st. Those payments -- that
17 first payment was made. That first payment was
18 accepted by GMAC and paid by GMAC.

19 And then, without announcing -- without
20 announcing that that was no longer a deal, GMAC went
21 forward and foreclosed on the property without
22 notifying anyone of it and then wrote a letter not to
23 me, the attorney of record in this negotiation, but
24 sent a form letter to my client saying that the loan
25 modification had been disapproved.

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1 Not because they couldn't get the documents
2 on time, which was the unofficial GMAC statement as to
3 why this deal didn't go through based on the PMK's
4 deposition testimony that I took. But rather that
5 Wells Fargo, which was never involved in any
6 discussions about this modification, had not approved
7 it, which was untrue. Because they had approved it.

8 So that's the reneging I'm talking about.

9 Q You just testified that Wells Fargo had
10 approved the Loan Mod.

11 Is that accurate?

12 A That's an accurate statement of your PMK
13 telling me what had happened, yes.

14 Q So is the basis for that testimony the
15 testimony provided by the PMK in the deposition that
16 you took?

17 A Well, it has to be. Because prior to that
18 time, GMAC had represented that it was negotiating the
19 loan modification, and that it had approved the loan
20 modification.

21 And never in writing or orally said as a
22 precondition that there was any other entity that
23 needed to approve it.

24 And, in fact, in not going forward with the
25 deal, didn't so state, but wrote a letter after the

1 property had been foreclosed upon.

2 Q Other than this letter, were there any other
3 written communications we'll say confirming what you
4 are -- what you are considering the offer?

5 MS. STROMEYER: And by this letter, you're
6 referring to Exhibit 25?

7 MR. BUELL: Exhibit 25.

8 THE WITNESS: Well, there was a payment that
9 was made timely by my client that was cashed by GMAC.
10 I don't know if there's any other letters that I sent
11 to GMAC after that point.

12 You know I certainly did send a letter after
13 the house had been foreclosed upon without notice.

14 BY MR. BUELL:

15 Q Did you ever receive a letter in response to
16 this April 22nd letter, which is marked as Exhibit 25?

17 A I don't remember off the top of my head.

18 Q Do you recall ever receiving a written
19 contract laying out the terms of the loan modification
20 for your clients?

21 A You mean in a proposed contract? I don't
22 know if I ever saw a proposed contract until I was
23 doing discovery in this case and was told that by the
24 PMK for GMAC, that they unilaterally made the decision
25 not to send any agreement to my client or to me because

1 they have an unwritten, unstated policy, that if it
2 can't get returned within the same month that they
3 don't send it out.

4 Q Just to clarify for the record, could you
5 just define for me, when you say proposed contract as
6 opposed to contract?

7 A Well, by definition, a contract -- if you say
8 something is a contract, it presupposes that it's been
9 executed by both parties.

10 So my viewpoint is that there was a contract
11 at the time that an offer was made by GMAC and accepted
12 by my client, communicated by me what the acceptance
13 was and payment made. So that's the contract I'm
14 talking about.

15 If there were any other proposed contracts, I
16 didn't see them.

17 Q Did you have a communication with your
18 clients following your phone call with GMAC? And by
19 phone call I mean the phone call that forms the basis
20 for your April 22nd letter.

21 A Well, I certainly would have always
22 communicated with my clients an important situation
23 such as this where GMAC was offering -- asking for an
24 agreement for a modified loan term for a permanent loan
25 modification.

1 And the inference or deduction, I guess, to
2 be drawn by the fact that my client paid the first
3 month of the agreement would infer that that probably
4 did happen.

5 Q Did you have a communication with Bernard
6 Ward about accepting the terms of the offer presented
7 by GMAC?

8 A I would consistently always provide material
9 information to my clients on important matters.

10 And, obviously, there would be no doubt in my
11 mind that I, as counsel, would make sure that my
12 clients were aware of offers, proposals, and one can
13 draw inferences when people have made payments under
14 the agreement that those kinds of things happened. But
15 I can't specifically testify about what my
16 communications were with my client.

17 Q And is that because you don't recall the
18 specific communication?

19 A No. That's because if I asked you, did you
20 talk to GMAC about the bad acts of GMAC in relation to
21 your defense, you would probably say, I can't do that,
22 Mr. Halloran, that's attorney-client privilege.

23 Q So just to make the record clear, are you
24 stating an objection that you will not respond to the
25 question on the grounds of attorney-client privilege?

1 MS. STROMEYER: You're asking about
2 communications that Mr. Halloran had with his client.
3 And, as we previously stipulated at the beginning,
4 there's a standing objection on the grounds of
5 attorney-client privilege.

6 Go ahead.

7 MR. BUELL: That's fair. Just to be clear, I
8 want to put this -- because obviously this
9 communication, we feel, is germane to this case.

10 I would just like to make clear that --

11 THE WITNESS: Can you explain to me why its
12 germane.

13 BY MR. BUELL:

14 Q Sure. The communications with your client
15 are essential to establishing that an acceptance of the
16 contract was, in fact, made. That there was, in fact,
17 a meeting of the minds.

18 A Do you know what the authority of disclosed
19 principal -- agent principal relationship is under the
20 law?

21 Q What do you mean by authority?

22 A Well, GMAC represented that they had the
23 authority to enter into a contract. They did. I am an
24 attorney for somebody negotiating a contract. End of
25 story.

1 Q Do you have --

2 A Attorney-client privilege for every
3 discussion I had with my clients under the subject
4 matter, the negotiations of which I had been retained.
5 So that's my subject matter on that.

6 Q Are you aware of any writings that contain
7 significance of either Bernard Ward or Colleen Halloran
8 accepting the terms of this proposed modification
9 offer?

10 MS. STROMEYER: I'm sorry, can you repeat the
11 question.

12 MR. BUELL: I'll rephrase it. I'll rephrase
13 it.

14 Q For ease of this question, I'm going to
15 define the proposed offer as the offer that you have
16 stated in your letter, which is marked as Exhibit 25.

17 Is that fair? So the offer will be --
18 proposed offer for the purposes of this question will
19 be the terms that you have laid out in your April 22nd
20 letter.

21 Is that fair?

22 A Yeah. I understand what you're saying.

23 Q Okay. So with that foundation -- sorry, I
24 lost my train of thought there in explaining the term.

25 Is it -- are you aware of any writings signed

1 by either of your clients that reflect the terms -- the
2 proposed offer, as we just be defined?

3 A Yes.

4 Q And what are those writings?

5 A A signed check payable to GMAC cashed by GMAC
6 consistent with the terms of the agreement that GMAC
7 had proffered to us, which was you have to start making
8 new monthly mortgage payments beginning in May
9 consistent with the offer that GMAC made to my clients,
10 which I communicated had been accepted.

11 Q Does that check reference the specific terms
12 of the modification as agreed between the parties?

13 A The check speaks for itself, Counsel. I
14 don't know what the check says. You asked me about a
15 handwriting.

16 Q Are you aware of any other written -- written
17 communications or written documents -- signed by either
18 of your clients, other than the check, that reflect the
19 terms of the proposed offer as defined earlier?

20 MS. STROMEYER: And by his client, you mean
21 apart from him as the authorized agent, an attorney?

22 MR. BUELL: Correct. And if you'd like, we
23 can split it out separately.

24 THE WITNESS: I'm not aware of any signatures
25 on any documents that I received from GMAC that my

1 clients had that altered or changed or did anything to
2 the terms that were agreed upon in the letter, which I
3 sent to GMAC.

4 BY MR. BUELL:

5 Q That wasn't my question, though. I'm going
6 to rephrase my question to you.

7 Are you aware of any documents, written
8 documents, that contain the proposed offer as we
9 described that have been signed by Bernard Ward?

10 A I'm not aware of any proposed offer that
11 you're describing.

12 I'm only aware of the fact that I, acting on
13 my client's behalf, okay, confirmed and accepted an
14 offer made by your clients.

15 And that there was never any contract
16 purportedly -- confirming those terms in the letter
17 that I sent from GMAC for my clients to sign.

18 So, therefore, there couldn't have been any
19 document that my client signed because your client
20 never sent one.

21 Q So I'm just going to ask it in a different
22 way, because I'd like to make this a clear question.
23 And I'm not going to use --

24 A I'm not going to answer it again.

25 Q Okay, that's fine. I'm going to state the

1 question anyway.

2 Are you aware by any writings signed by
3 Colleen Halloran -- either individually or as Power of
4 Attorney for Bernard Ward -- that reflect an acceptance
5 of an offer to modify the loan to an interest rate of
6 2.88 percent, with PMI as you have stated in your
7 letter amounts to be paid of \$3,253.24 per month for
8 432 modified payments?

9 A Yes.

10 Q You are? What are those documents?

11 A My client signed a check, which your client
12 cashed, for the first monthly mortgage payment, which
13 was consistent with the letter that you just read into
14 the record, which was that she was to pay \$3,252.24 per
15 month. And then I know of a second monthly payment
16 that was made. And I don't know if it was sent or not.

17 Q Other than the check that you've referenced,
18 are you aware of any other writings --

19 A Yes.

20 Q -- signed by Colleen Halloran that reflect
21 these terms?

22 A Other than what I've testified to, no.

23 MR. BUELL: Can we have this marked as the
24 next exhibit in line. I believe it's 26.

25

1 (Deposition Exhibit 26 was marked for
2 identification by the court reporter.)

3 BY MR. BUELL:

4 Q What's been marked as Exhibit 26 is a
5 document that was provided as part of the production of
6 the documents that you brought with you here today.

7 Is that correct?

8 A I don't know. But if the Bates stamp number
9 00077 is consistent with what we produced, then yes.

10 MS. STROMEYER: Yes.

11 MR. BUELL: Thank you, Counsel.

12 Q Please tell me what has been marked as
13 Exhibit 26.

14 A It looks like it's a photocopy of a check
15 4/26/11, pay to the order of GMAC Mortgage company,
16 \$3,253.24. Loan [REDACTED] 8940.

17 Q Is this -- meaning Exhibit 26 -- the check
18 that you've been referencing as the payment made by
19 your client in regards to a writing or written
20 communication accepting the terms of the offer proposed
21 by GMAC?

22 A Could be.

23 Q Are you aware of any other checks that your
24 client sent after April 22nd, 2011?

25 A There may have been.

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1 Q Could you please take a look at and review
2 what's been marked as Exhibit 26 and let me know when
3 you're done.

4 A I've looked at it.

5 Q Does this check reference a loan number?

6 A I just read it off.

7 Q Does this check reference any of the proposed
8 terms that are contained in your April 22nd letter,
9 which has been marked as Exhibit 25?

10 A Yes.

11 Q What?

12 A \$3,253.24.

13 Q Does it contain any other terms?

14 A I don't know if it contains any other terms.
15 It references the amount that is to be paid under the
16 offer made by GMAC beginning May 1st.

17 Q To complete my question, does it contain any
18 of the other terms that you list in your April 22nd
19 letter.

20 A I don't know if it contains any other terms.
21 That's one term it contains.

22 Q Does it contain any of the other terms that
23 are listed in your April 22nd letter?

24 A I can't see whether the document contains it
25 or not. The document speaks for itself.

1 Q As you review Exhibit 26, do you see any
2 reference to an APR rate of 2.88 percent?

3 A I don't see that the document has any
4 reference to an APR rate.

5 Q Do you see that Exhibit 26 has any reference
6 to the term or -- any reference to 432 modified
7 payments?

8 A I do not see any reference to 432 modified
9 payments.

10 Q Do you see any reference on Exhibit 26 to a
11 principle and interest payment of that sum being
12 \$2,678.12?

13 A No. I only see that the principle of
14 \$2,678.12 plus the PMI is \$3,253.24, which is what my
15 client paid to GMAC. And because of the stamp there,
16 it was cashed by GMAC. Looks like on April 29th.

17 Q And, for clarification purposes, going back
18 to Exhibit 25 in your letter, you reference what you
19 just mentioned, PMI amount of.

20 What does PMI stand for?

21 A It's an impound account that was required of
22 GMAC for this particular loan, that that impound
23 account be paid to GMAC so they could assure that the
24 taxes and insurance were paid on the property.

25 Q So am I understanding correctly then that the

1 two numbers referenced in your April 22nd letter, the
2 PMI amount and the principle and interest payment, the
3 difference between those two numbers would be the
4 impound amount?

5 MS. STROMEYER: Objection. Calls for
6 speculation. May call for a legal conclusion.

7 THE WITNESS: I think I specified in the
8 letter what the principle and interest payment was and
9 what the PMI and impound account was because that was
10 the number they gave me.

11 BY MR. BUELL:

12 Q So this -- then I'm hearing you correctly
13 that this letter -- since you drafted it, I think it's
14 a fair question to ask you -- was simply just a
15 recitation of what was told to you and not necessarily
16 a computation of your own?

17 A Not at all, no. This was an offer to me for
18 my clients to review and accept or reject. They
19 accepted it. They paid the money.

20 Q And your understanding of PMI is that it's
21 the principle and interest amount plus the amount
22 required to make this monthly impound account?

23 A Yes. That's what the number was that was
24 proffered, yeah.

25 Q In the conversation you had prior to writing

1 this letter, were there any questions that you had and
2 posed to the individual you were speaking with with
3 regards to these terms?

4 A Did I pose any questions to him on that
5 subject matter? I don't believe I -- I don't know if I
6 did or didn't.

7 Q Do you recall how long that conversation was?

8 A I do not.

9 Q Do you recall asking for clarification on any
10 terms that were proposed to you?

11 A I have no recollection one way or the other
12 on that.

13 Q Do you recall discussing what the principle
14 balance of the loan would be?

15 A I don't believe that was part of the offer.

16 Q Do you recall any conversations regarding
17 whether or not the interest rate would adjust at any
18 point?

19 A It was not an adjustable interest rate.

20 Q Do you recall the individual specifically
21 using the words fixed rate?

22 A I recall the individual saying that it was a
23 rate of a certain amount for a certain period of time
24 with certain number of payments.

25 Q Were you -- do you recall -- as you sit here

1 today, do you recall if you were aware on April 22nd
2 when you prepared this letter what the principle
3 balance of the loan was?

4 A I don't have a state of mind now as to what
5 my state of mind was then.

6 Q Would you have been able to determine that?

7 A No, I couldn't have determined that.

8 Q What the principle balance was?

9 A No.

10 Q Did you ever -- do you recall if you ever
11 posed the question -- if you ever inquired to GMAC
12 about what the principle balance was during this time
13 frame, say April 1st through April 30th of 2011?

14 A I don't know if that -- I don't believe that
15 issue came up because it was a modified program -- a
16 permanent modified program, in which they were telling
17 me how many monthly payments were going to be made and
18 how much they were for. That was their offer.

19 Q So based on that statement, is it currently
20 your understanding that if you were to simply multiply
21 this PMI amount by 432 payments, you would get the
22 principle balance of the loan or the amount required to
23 pay off the loan?

24 MS. STROMEYER: Objection. Irrelevant as
25 to -- what his personal understanding is is completely

1 irrelevant.

2 THE WITNESS: I don't have an understanding
3 of that one way or the other.

4 BY MR. BUELL:

5 Q Have you ever run an amortization schedule on
6 a loan?

7 A If I have on this case, it would be work
8 product.

9 Q But do you have any experience in preparing
10 an amortization schedule?

11 A Well, in other words, can I get somebody to
12 make the calculations for me, yes. Do I personally get
13 on the computer and do it? No.

14 Q Have you ever?

15 A Have I ever what?

16 Q Done an amortization schedule yourself?

17 A No. I just told you, I wouldn't get on the
18 computer and do an amortization schedule myself; I
19 would have somebody else do it.

20 Q Do you know if an amortization schedule was
21 run following this proposed offer being made to you?

22 MS. STROMEYER: Objection. Vague and
23 ambiguous. By Mr. Halloran or by anybody --

24 MR. BUELL: By Mr. Halloran.

25 THE WITNESS: An amortization schedule by me?

1 BY MR. BUELL:

2 Q Yes. By anyone in your office.

3 A No. The only entity which would have run an
4 amortization schedule would have been the lender, who
5 was offering these terms to me.

6 So my belief was that, since the lender was
7 offering these terms, that they ran whatever schedule
8 they were going to make because they were offering
9 these terms. And my client accepted them and made her
10 first payment on them.

11 Q And so you didn't go any deeper with an
12 analysis as to whether or not these terms were
13 reasonable?

14 A They are reasonable.

15 Q And what do you base that statement on?

16 A Because, obviously, my client accepted them
17 and was willing to abide and honor the obligations that
18 were contained in this agreement.

19 And the only entity that didn't honor the
20 obligations is GMAC.

21 Q Now, this question, I'm not asking you what
22 your communication to your client was, I'm prefacing it
23 with that. That's not the purpose of my question.

24 Prior to having any communication with your
25 client following your conversation with GMAC regarding

1 this proposed offer, did you run -- did you conduct any
2 analysis, review the terms that were proposed to you or
3 consider if they were terms that were reasonable, good
4 terms and you should -- and determine whether or not
5 you should recommend it to your client?

6 MS. STROMEYER: I'm going to object that that
7 is going to be work product.

8 THE WITNESS: Before I got the offer, did
9 I --

10 BY MR. BUELL:

11 Q No. Between the offer being presented to you
12 by GMAC and you conveying the offer to your client for
13 review, did you conduct any analysis on the terms that
14 were provided to you?

15 A I don't know what you mean by analysis, but
16 if you did, it would be work product. But remember,
17 to give you some context of where you think you guys
18 are going in this case, the loan modification program
19 that GMAC had created was premised upon them looking
20 at income and expense and what the borrower could
21 afford.

22 And because GMAC wouldn't exist except for
23 the fact that you and you and you, me and her and all
24 the other taxpayers in this country bailed out GMAC to
25 the point that, at this time, 72 percent of the

1 ownership of GMAC was the United States Government, at
2 this time, okay, it wouldn't exist unless we bailed
3 them out.

4 And as the quid pro quo for them to do that
5 was that they were supposed to help the little guy who
6 had fallen on hard times, just as GMAC had done.

7 And so GMAC had represented to President
8 Obama's administration that they were going to help
9 people who couldn't afford their loans by modifying
10 them.

11 Therefore, they set up a system in which they
12 had three monthly payments. And if they could make
13 those three monthly payments, and if the income and
14 expense under their own criteria -- their own
15 criteria -- was okay, they would offer a permanent loan
16 modification.

17 They offered a permanent loan modification,
18 which was consistent with the prior temporary
19 modification program -- consistent with it -- and
20 said, this is good for the rest of this period of
21 time.

22 So that's where my client and I were coming
23 from. And that's where we're at. And it was GMAC that
24 reneged on this, not my client.

25 Q I apologize if I've asked this before. I

1 don't think I have. But do you recall any specific
2 conversations with GMAC regarding the interest rate
3 contained in your letter confirming a 2.88 percent APR
4 as ever adjusting under this modified loan?

5 A You asked me that question already.

6 MS. STROMEYER: Asked and answered.

7 BY MR. BUELL:

8 Q Do you recall having any conversation after
9 April 22nd with GMAC about the rate adjusting?

10 MS. STROMEYER: I'm going to object that
11 that is vague and ambiguous. There's been
12 settlement communications, everyone has been
13 talking about --

14 MR. BUELL: Between GMAC. So let's ignore
15 litigation. Not with Severson & Werson, not with
16 attorneys for GMAC, but with GMAC directly.

17 THE WITNESS: Here is the fraudulent aspect
18 of where GMAC is coming from, okay. If GMAC believed
19 that there was a misunderstanding about the terms after
20 they got this letter, nothing stopped GMAC from writing
21 a confirming letter saying, oh, no, no, no, that isn't
22 what we meant. It doesn't exist, okay.

23 Before they foreclosed on my client's
24 property and hired a San Diego law firm to begin
25 evicting my clients after GMAC had promised that they

1 wouldn't proceed with evictions pending our discussion
2 about this, nothing would have stopped GMAC from
3 saying, you know, we actually had a different proposal
4 that wasn't properly communicated. Didn't happen.

5 Does that answer your question?

6 BY MR. BUELL:

7 Q I'll say indirectly.

8 A Yeah.

9 MS. STROMEYER: That's generous.

10 BY MR. BUELL:

11 Q We'll go for about ten more minutes, then
12 we'll let you get out of here.

13 A Thank you.

14 (Short discussion off the record.)

15 MR. BUELL: Off the record we've had a
16 discussion that we're going to conclude the deposition
17 for today but the deposition will remain open.

18 The parties will meet and confer following
19 this deposition about continuing the deposition likely
20 at a time next week. I think that's it.

21 THE REPORTER: Do you want a copy?

22 MS. STROMEYER: Yeah, but no rush.

23 THE REPORTER: Is there a rush on your end?

24 MR. BUELL: Yeah. Why don't you get it to us
25 when you can, please.

1 THE REPORTER: So Friday then, is that good?

2 MR. BUELL: That would be great.

3
4 (TIME NOTED: 12:55 p.m.)
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7 I, TIMOTHY HALLORAN, do hereby declare under
8 penalty of perjury that I have read the foregoing
9 transcript; that I have made any corrections as appear
10 noted, in ink, initialed by me, or attached hereto; that
11 my testimony as contained herein, as corrected, is true
12 and correct.

13 EXECUTED this _____ day of _____,
14 20____, at _____, _____.
(City) (State)

15
16
17 _____
TIMOTHY HALLORAN
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1 I, the undersigned, a Certified Shorthand Reporter
2 of the State of California, do hereby certify:

3 That the foregoing proceedings were taken before me
4 at the time and place herein set forth; that any
5 witnesses in the foregoing proceedings, prior to
6 testifying, were duly sworn; that a record of the
7 proceedings was made by me using machine shorthand which
8 was thereafter transcribed under my direction; further,
9 that the foregoing is a true record of the testimony
10 given.

11 I further certify I am neither financially
12 interested in the action nor a relative or employee of
13 any attorney of party to this action.

14 IN WITNESS WHEREOF, I have this date subscribed my
15 name.

16
17 Dated: January 27, 2012
18
19
20

LORI STOKES

CSR No. 12732

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February 1, 2012 Transcript of Deposition of Timothy Halloran

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

BERNARD WARD and COLLEEN
HALLORAN,

Plaintiffs,

vs.

GMAC MORTGAGE, LLC, and
DOES 1-20,

Defendants.

) Case No. CGC-11-511574

DEPOSITION OF TIMOTHY HALLORAN
San Francisco, California
Wednesday, February 1, 2012
Volume II

Reported by:
JENNIFER L. FURIA
CSR No. 8394

Job No. 133872

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

BERNARD WARD and COLLEEN
HALLORAN,

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) Case No. CGC-11-511574

Deposition of TIMOTHY HALLORAN, Volume II,
taken on behalf of Defendant, at One Embarcadero Center,
Suite 2600, San Francisco, California, beginning at
10:34 a.m. and ending at 11:42 a.m. on Wednesday, February
1, 2012, before JENNIFER L. FURIA, Certified Shorthand
Reporter No. 8394.

1 APPEARANCES:

2
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13 SEVERSON & WERSON

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REQUEST FOR INFORMATION

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INSTRUCTION NOT TO ANSWER

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1 San Francisco, California, Wednesday, February 1, 2012

2 10:34 a.m.

4 TIMOTHY HALLORAN,

5 having been administered an oath, was examined and 09:49:29

6 testified as follows:

8 EXAMINATION

9 BY MR. BUELL:

10 Q Welcome back, Mr. Halloran -- 10:34:54

11 A Thank you.

12 Q -- for round two. Just to jump off, the only
13 opening admonition we'll do, is there any reason you can't
14 provide accurate testimony today?

15 A No. 10:35:03

16 Q Did you review anything in preparation for
17 today's testimony?

18 A No.

19 Q No files, no anything else?

20 A No. 10:35:13

21 Q Let's start then. Jump off where we sort of
22 left off last time. I'm going to start with what's been
23 previously marked as Exhibit 25. We'll use the exhibit
24 that was marked from last time.

25 /// 10:35:32

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1 (Exhibit 25 was previously marked for
2 identification by the court reporter and
3 attached hereto.)

4 BY MR. BUELL:

5 Q Just so we're all on the same page, could you 10:35:35
6 please tell us what Exhibit 25 is?

7 A This is a April 22nd, 2011 letter from my office
8 to the GMAC Loss Mitigation confirming an agreement with
9 GMAC on modification for a loan for loan number
10 [REDACTED] 8940. 10:35:52

11 Q And, again, just to catch us all up to speed.
12 Did you send this letter as a follow-up to a conversation
13 that you had with somebody at GMAC?

14 A That's correct.

15 Q Do you recall any of the specifics about the 10:36:12
16 conversation you had with the individual at GMAC? That's
17 a broad question, I can specify if you like.

18 A You know, I got the phone call. He, I believe
19 it was a gentleman, informed me that the modification had
20 been approved and that these were the terms of the 10:36:28
21 modification. And I said fine. And I confirmed the terms
22 that were provided to me in this letter, once it was
23 determined they were acceptable.

24 Q Do you recall if you took any notes during that
25 conversation? 10:36:48

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1 A I believe you asked me last time that. I don't
2 have a specific recollection of taking notes, but
3 considering that there were specifics terms here, I would
4 suggest that I did take some notes, yes.

5 Q Are you aware if you have any -- as you sit here 10:36:57
6 right now -- if you have any personal notes of your own in
7 your file regarding this matter?

8 A I don't off the top of my head, no.

9 Q If you do, that is something that we would be
10 interested in obtaining, so we'll follow up with that 10:37:13
11 after this.

12 Going forward. Do you recall, in the process of
13 this loan modification negotiation, what occurred after
14 you sent this April 22nd letter?

15 A My client paid the first monthly payment, which 10:37:32
16 was accepted, you know, cashed by GMAC. What happened
17 after that?

18 MS. STROMEYER: Well, that's the next thing in
19 time that happened. That was your question; so do you
20 have another question? 10:37:54

21 THE WITNESS: Right.

22 BY MR. BUELL:

23 Q Do you recall what happened after she sent in
24 the check and it was cashed?

25 A I don't know of anything that happened per se. 10:38:00

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1 My first notification that GMAC may have done something
2 awry, was my niece called me and said that a -- some kind
3 of a mortgage bailout had called her on a Friday afternoon
4 to say that the house was about to be sold and would they
5 be interested in working out some kind of a deal. 10:38:20

6 Q You mentioned your niece. Did she reside at the
7 property?

8 A Yes, she did. So she was obviously concerned
9 about that. Of course, I assured her that GMAC was an
10 honorable company, wouldn't have dare done that under the 10:38:33
11 circumstances.

12 Q And, again, just to clarify. When you refer to
13 your niece, is that the daughter of your client Ms.
14 Halloran?

15 A That's correct. 10:38:44

16 Q Makes sense why she would reside in the property
17 then.

18 So your next recollection after this is that
19 phone call. Do you recall -- do you know what happened
20 after that phone call was received? 10:38:57

21 A I believe, I think the phone call was after
22 business hours. I don't recall, but anyway the next
23 business day, I believe, I called GMAC.

24 Q Do you have any idea, date-range, what we are
25 talking about with this phone call from your niece and 10:39:13

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1 then your subsequent phone call?

2 A You know, there may be some letters that would
3 be more accurately reflective of the conversation and the
4 days, but I think that the property was sold, I believe,
5 on a Friday. And that was the day I got the phone call. 10:39:25
6 It might have been that Monday that I called GMAC to find
7 out what had happened, what was going on.

8 Q If I tell you the sale occurred on May 20th, I
9 believe -- May 23rd, I believe it was, does that refresh
10 your recollection about dates for those phone calls at 10:39:47
11 all?

12 A You know what, I don't know if it specifically
13 would refresh my recollection. I know that the phone call
14 came before I had a conversation with GMAC, which was --
15 at that point they notified me that they had decided that 10:40:01
16 there was no modification.

17 Q And I'm sorry if you made this clear. I may
18 have missed it. Just so I'm clear on the exact time line,
19 because you mentioned the phone call to your niece may
20 have been after hours. And you also mentioned that it may 10:40:14
21 have been a Friday with your communication following up to
22 GMAC on Monday.

23 A You know, if I had a calendar, it might help. I
24 mean, if you refresh my recollection with -- I believe I
25 wrote a letter the same day that I had a communication 10:40:27

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1 with GMAC, so whatever date that was, that would help me
2 go backwards in time as to the communications.

3 Q Without a calendar in front of us, does that
4 sound -- seem about right that the phone call may have
5 come in after hours on a Friday and that's why you didn't 10:40:41
6 reach out to GMAC until the following Monday?

7 A I don't know, but let me look. I have a
8 calendar here.

9 Q Sure. Back to 2011.

10 A We'll see, won't we. 10:40:52

11 Did you say it was March?

12 Q May. And, I believe, 23rd is the date I gave
13 you for the foreclosure occurring.

14 A Yes. So looking at -- taking judicial notice of
15 my Blackberry's calendar. I believe the phone call was on 10:41:26
16 the 20th and I believe that the conversation that I had
17 with somebody from GMAC was the 23rd or the 24th.

18 Q And just because you're looking at your
19 Blackberry, not me, is the 20th a Friday?

20 A Yes. 10:41:41

21 Q Okay. Thank you.

22 Following that phone call -- well, let me back
23 up and say, do you recall what your conversation was on
24 Monday the 23rd with GMAC?

25 A Whatever day it was, whether it was the 23rd or 10:41:57

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1 not, my conversation was I have heard that the property
2 was in foreclosure or was sold and I want to confirm that
3 we still have a loan modification which was approved and
4 was paid. And a woman informed me that I was incorrect.
5 That the loan had been not modified, that the 10:42:14
6 quote/unquote "investor group" had not approved it.

7 Q Was that the first time you recall hearing that
8 the loan mod had not been approved?

9 A Yes.

10 Q And just for clarification on the record, when I 10:42:32
11 refer to "mod" I mean loan modification.

12 A Understood.

13 Q And, I'm sorry, your answer's yes, that was the
14 first time that you heard?

15 A Correct. 10:42:44

16 Q Do you recall what transpired after that? So
17 what was your next communication with GMAC?

18 A The individual, whose number I don't know, but
19 we will depose her obviously, told me that I obviously
20 didn't know what I was doing, because everyone has to have 10:43:06
21 their investor group approve loan modifications and that
22 it simply wasn't approved. I mentioned to her that in
23 fact there had been a loan modification approved and that
24 a payment had been made. She said that that was not true.

25 What she didn't tell me was that GMAC had any 10:43:22

1 kind of program that they had to get the documents in the
2 same month, which is why they didn't apparently send
3 documents. She didn't tell me that there had been a
4 resubmission. She didn't tell me anything about that at
5 all. She refused to tell me whether or not the house had 10:43:39
6 been sold, refused to look the information up. Informed
7 me that I now had to contact counsel, who was in Southern
8 California, that was involved in the foreclosure
9 proceedings. And when I asked, I think to talk to her
10 superior, she was unavailable for that purpose. So I 10:43:56
11 wrote a letter to confirm what I considered to be the
12 tortious breach of contract conduct of GMAC. I think
13 that's what I did.

14 Q And just to be clear, that conversation that you
15 just explained in detail, was that all one conversation 10:44:12
16 that occurred, your first communication with GMAC after
17 learning of the potential sale?

18 A Exactly. Yeah.

19 Q That was a phone call, not a written
20 communication? 10:44:26

21 A No. That was a phone call. There was a written
22 communication that I drafted, I think shortly
23 thereafter.

24 Q Do you remember if you had a direct person to
25 call at GMAC for that phone call or did you just call a 10:44:35

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1 general number that you'd been using?

2 A I don't remember off the top of my head, but I
3 know that there had not been anyone specifically assigned
4 to this modification, even though that was part of the
5 consent decree. 10:44:49

6 Q We may have the letter that you're talking about
7 for the follow-up.

8 So we are on 27.

9 (Exhibit 27 was marked for identification by the
10 court reporter and attached hereto.) 10:45:20

11 BY MR. BUELL:

12 Q You've been handed what's been marked as Exhibit
13 27. Are you familiar with this document?

14 A Yes.

15 Q Could you tell me what this document is, 10:45:34
16 please?

17 A Well, this is my letter of May 23rd to the Loss
18 Mitigation department concerning their conduct in
19 foreclosing on the property and violating the agreement
20 that we had with them on the loan modification. 10:45:47

21 Q Based on the testimony you just provided
22 regarding the conversation you had with GMAC, do you
23 believe this is the letter that you sent to GMAC following
24 up that conversation?

25 A I believe so. 10:46:03

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1 Q Is that accurate?

2 If you wouldn't mind just taking a brief moment
3 to review it and confirm that sort of comports with the
4 testimony you just gave.

5 A Yeah. This is the letter I wrote in response. 10:46:15
6 I do note that it was attention to Brett. I do know that
7 at least one person I spoke to that day was a woman, whose
8 name escapes me. Brett may have also had a conversation
9 with me. It may be that Brett was the first tier and the
10 woman was the second tier. But yeah, it confirms 10:46:30
11 basically what transpired.

12 Q Do you recall if you made multiple phone calls
13 to GMAC or if there was only one phone call?

14 A I can't tell you at this time.

15 Q And, again, I'm just getting to what you were 10:46:49
16 alluding to. You know, you don't know if Brett was the
17 first person you talked to and passed you on or vice
18 versa?

19 A Yeah, I don't know exactly.

20 Q Okay. All right. So following this, we'll call 10:46:59
21 it the May 23rd letter, which has been marked as Exhibit
22 27; do you recall what happened next?

23 A Not specifically, no.

24 Q What do you recall, as you sit here today as
25 being the next event that transpired following this 10:47:14

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1 letter?

2 A Let me see. GMAC stuck their head in the sand,
3 didn't do anything. I think I had to, you know, threaten
4 a lawsuit and nothing happened. They proceeded to -- let
5 me see, proceeded to try to evict my client from the 10:47:37
6 premises. They notified my client's insurance carrier
7 that her home was unoccupied and, therefore, they canceled
8 her insurance. I got a standstill agreement from GMAC
9 that we wouldn't proceed with any further activity in the
10 matter and the activity that I just described, I think, 10:48:01
11 all occurred after that standstill agreement. And I
12 believe I had to file a lawsuit.

13 Q And I assume -- or let me state it a different
14 way.

15 Do you recall sending any confirming letters 10:48:26
16 following any of those conversations?

17 A I presume I must have sent some kind of paper
18 trail on that.

19 Q Are you aware of any notes or any other
20 documentation besides written letters you have to GMAC 10:48:37
21 that might refresh your recollection as to those events or
22 any more specifics as to those events?

23 A I don't think I have any contemporaneous notes
24 that I took with regard to my internal thinking on the
25 subject matter, no. I know that I probably did send 10:48:54

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1 letters to GMAC every time they did, yet, what I
2 considered to be another offending activity, but beyond
3 that, no.

4 Q And to clarify. I'm not necessarily seeking
5 your contemporaneous thoughts on the subject, but rather, 10:49:07
6 you know, any notes regarding specifics of conversations,
7 individuals you spoke to, et cetera.

8 A I don't know if there are any notes on that
9 subject matter.

10 Q Is there any way to determine if there are any 10:49:26
11 notes? Review of your file or anything of that sort?

12 A Well, I certainly have a file and my file
13 contains my notes and my work product, but I'm pretty sure
14 there's probably correspondence with regard to the
15 standstill issues relative to the eviction of my client 10:49:41
16 from her premises, because I believe there was a law firm
17 in Southern California that was involved in that
18 activity.

19 Q Did you have direct interaction -- let me use a
20 different word. 10:49:56

21 Did you have direct communication with this law
22 firm this San Diego?

23 A If by you, you mean my office, yes. If by you,
24 you mean me individually, I don't know if I had any direct
25 communications. 10:50:07

1 Q Just to clarify for the record. Were there any
2 other individuals at your office that had been working on
3 this file?

4 A Yes.

5 Q And who are those other individuals? 10:50:16

6 A Well, there's a staff of people in my office
7 that would be working on this file, but my associate that
8 has been working on this file is Karen Stromeyer.

9 Q So Ms. Stromeyer may have had some conversations
10 or direct communications with this firm down in San 10:50:28
11 Diego?

12 A Ms. Stromeyer did have direct communications
13 with this law firm, which is how I know that they agreed
14 to a standstill to not proceed any further in the eviction
15 of my clients. 10:50:40

16 Q But you personally didn't have any direct
17 communications with them?

18 A I think I mentioned --

19 MS. STROMEYER: He's already testified. Asked
20 and answered. 10:50:45

21 THE WITNESS: -- I may have, but I'm not sure.

22 BY MR. BUELL:

23 Q I think when you were providing your time line
24 you ended with "And I believe I filed a lawsuit." Does
25 that sound accurate? 10:51:03

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1 A I believe I did file a lawsuit.

2 Q Do you recall any communications after filing
3 the lawsuit with GMAC? To clarify, I don't mean an
4 attorney representing GMAC, I mean GMAC directly.

5 A I may have. I just don't know off the top of my 10:51:17
6 head.

7 Q Is there anything, any documents, notes, et
8 cetera, that might refresh your recollection on that
9 topic?

10 A There might be, I don't know. 10:51:27

11 Q If there were, what would they be?

12 A I don't know. It would be speculative for me to
13 tell you what to refresh my recollection.

14 MR. BUELL: Let's go ahead and have that marked
15 as 28. 10:51:47

16 (Exhibit 28 was marked for identification by the
17 court reporter and attached hereto.)

18 BY MR. BUELL:

19 Q You've been handed what's been marked as Exhibit
20 28. Can you please tell us what this document is? 10:52:03

21 A May 25th, 2011 letter that I wrote to Brett at
22 GMAC concerning loan [REDACTED] 8940.

23 Q Do you recall the conversation that led to this
24 letter being sent to Brett?

25 MS. STROMEYER: Lacks foundation. 10:52:33

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1 THE WITNESS: I don't have a specific
2 recollection of each item of the discussion. I believe
3 that I presented what had happened. And I believe that
4 Brett confirmed, through his computer system, things that
5 I was describing to him. And I asked whether or not he 10:52:51
6 was capable, in his capacity, of agreeing to a standstill
7 so that the property wouldn't then be sold to some other
8 third party or anything. We'd just have kind of a status
9 quo standstill agreement until he could look into it
10 further. 10:53:12

11 BY MR. BUELL:

12 Q And that was the follow-up question. You
13 mentioned a standstill agreement earlier. Is this your --
14 is this what you were referring to as the standstill
15 agreement? 10:53:23

16 A I believe this confirmed what I understood to be
17 the stand still agreement on the 25th of May, yeah.

18 Q Are you aware of any other written
19 communication, written document, regarding that standstill
20 agreement or just this is confirmation of your, sort of, 10:53:33
21 call regarding that issue?

22 A Well, clearly I had a conversation with somebody
23 who represented themselves to be authorized on behalf of
24 GMAC to enter into this. And then, I believe subsequent
25 to that, there was some other activity which came to mind 10:53:45

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1 which required us to have further intervention in that
2 regard.

3 Q Could you just expand on what you mean by
4 activity?

5 A I think they tried to evict my client from the 10:53:56
6 property. And there was at least one other thing that
7 came up.

8 Q Do you recall what that other thing is?

9 A Let me see now. One of them that came up was
10 they tried to give back the money that they had cashed, 10:54:11
11 presumably in an effort to do an accord and satisfaction
12 issue, to stop the modification enforceability provisions.

13 They notified -- without any authority
14 whatsoever, notified the insurance company that insured,
15 my clients' home, that it was an unoccupied premises, 10:54:36
16 therefore, no longer habitable for insurability. That was
17 another one that came up.

18 MR. BUELL: Lets move on to 29.

19 (Exhibit 29 was marked for identification by the
20 court reporter and attached hereto.) 10:54:53

21 BY MR. BUELL:

22 Q You've been handed what's been marked Exhibit
23 29. Once you've had a chance to review it, could you
24 please let us know what this document is?

25 A This was a letter which I wrote to Brett, again, 10:55:16

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1 GMAC on June 1st, 2011 in -- I guess, in relation to that
2 check that was sent by GMAC to my clients in relation to
3 their loan.

4 Q And is this the check being returned that you
5 just referenced a few minutes ago? 10:55:41

6 A This was one of them.

7 Q When you say one of them, was there another
8 check that was returned?

9 A Oh, I believe that there was more than one.

10 Q Would you say there's more than two checks that 10:55:49
11 were returned?

12 A I don't know, but I know that while your law
13 firm was representing GMAC I had to contact your law firm
14 on the fact that GMAC was continuing to do this
15 activity. 10:55:59

16 Q Just to clarify, what do you mean by activity?

17 A Trying to send back checks in an effort to
18 unwind the agreement.

19 Q And just to make the record clear. When you use
20 the term agreement, what are you referring to? 10:56:13

21 A The agreement that forms the basis for the
22 lawsuit against GMAC for breach of contract.

23 Q Again, to clarify for the record, would it be
24 accurate to say that that agreement is the agreement that
25 you describe in your April 22nd letter, which is Exhibit 10:56:27

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1 25?

2 A It's the agreement that I've described in the
3 Complaint which I filed against GMAC.

4 Q I'm not sure that's directly responsive to my
5 question. 10:56:45

6 A I don't know if that's the agreement that you're
7 describing. I'm talking to you about the agreement which
8 forms the basis for my Complaint for breach of contract,
9 which that was specified in the Complaint.

10 Q Would you mind taking a look at Exhibit 25? 10:56:54

11 A Yes, I see this.

12 Q Does this letter, Exhibit 25, refer to the terms
13 of the agreement that you're discussing right now?

14 A I'm not discussing the terms of the agreement.

15 Q Does this letter refer to the terms of the 10:57:09
16 agreement that, as you put it in your testimony, forms the
17 basis of the Complaint?

18 A It certainly has those aspects, yes.

19 Q Maybe there's something I'm missing then that
20 I'm not understanding from you. What additional terms are 10:57:25
21 there in the agreement that forms the basis of your
22 Complaint that are not referenced in this confirming
23 letter?

24 A I don't know what you mean by your question.
25 I'm sorry. 10:57:38

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1 Q Perhaps you could explain to me then. What I'm
2 missing is the difference between what this letter lays
3 out and the agreement that forms the basis of your
4 Complaint; what's the difference in the two?

5 MS. STROMEYER: Objection. Vague and ambiguous, 10:57:53
6 lacks foundation. May call for attorney work product.

7 THE WITNESS: Yeah, I'm not getting where you're
8 going with this. I think we've gone over what Exhibit 25
9 was. Your questions on Exhibit 29 were the relation
10 between the fact that checks were being sent back. And 10:58:10
11 that this was activity which was not in compliance with
12 the standstill agreement that we had with GMAC. And, I
13 believe, an attempt to refund money that had been paid by
14 my clients in conformity with a modification, which GMAC
15 had proposed to us, which we accepted, in which my client 10:58:28
16 sent money which GMAC cashed. That's it.

17 BY MR. BUELL:

18 Q And just to clarify, so we're -- I don't think
19 we're all on the same page right now. The word agreement
20 is being used and, frankly, there's at least three 10:58:41
21 agreements that I see that are floating out there that the
22 term could attach to. You've used the term standstill
23 agreement. There's the alleged modification that forms
24 the basis of the Complaint. And then there's the
25 agreement which is the actual note and deed of trust. So 10:58:58

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1 I'm just trying to specifically relate your testimony,
2 when you use the term agreement, to which agreement are
3 you referring to?

4 A I don't know what you mean by your question.

5 I'm sorry. 10:59:12

6 Q Okay. Looking at Exhibit 29. It seems to be a
7 time line from January 14th, 2000 -- it looks like it's
8 been corrected to 2011 -- through May 23rd of 2011; is
9 that correct?

10 MS. STROMEYER: Objection. The document speaks 10:59:47
11 for itself.

12 THE WITNESS: Well, other than the fact that the
13 document speaks for itself, I think the letter lays out
14 what our position is in trying to get GMAC to appreciate
15 what it is they're doing and why they're doing it. 10:59:58

16 BY MR. BUELL:

17 Q Each of these entries when -- and just to
18 clarify, again, for the record. When I use the term entry
19 I'm referring to each of the 13 dates that you list in
20 this letter, which are each followed by a explanation of 11:00:23
21 what occurred, okay? Each of these entries seem to be
22 fairly specific as to what occurred on those dates.

23 Do you recall, when drafting this letter, if you
24 referred to any notes in order to prepare this letter?

25 A I couldn't tell you. 11:00:44

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1 Q Do you recall the specifics of these
2 conversations as you sit here today without reading this
3 letter first?

4 MS. STROMEYER: I'm going to object that this
5 goes over much of the testimony. He's already been asked 11:00:57
6 about several of these conversations before.

7 THE WITNESS: I'm not quite sure what you mean
8 by your question, Counsel.

9 BY MR. BUELL:

10 Q Before reading this letter, which has been 11:01:07
11 marked as Exhibit 29, could you tell me what occurred on
12 April 26th, for example, or is that something that you
13 would need to refer to either this letter or some notes
14 that you have in order to recreate?

15 A I don't know. I can't answer that question. I 11:01:22
16 mean, I know I wrote a letter April 22nd confirming what
17 the offer was for the loan modification. I don't need to
18 review anything to know that. I know it happened. You
19 have the letter. We just went over it. It's Exhibit 25.

20 Now, on May 20th, for instance, I couldn't have 11:01:38
21 known about the fact that GMAC foreclosed on the property
22 and then bought the property itself for \$150,000 less than
23 it was probably valued at. I couldn't have known that,
24 because GMAC didn't tell anybody about that, so that
25 obviously must have happened after the fact. 11:01:54

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1 So, I hope I answered your question.

2 Q Do you recall -- I believe where we were in sort
3 of the time line here is you mentioned several activities,
4 as you put it, occurring leading up to this June 1st
5 letter and then all the way through to your filing of the 11:02:41
6 Complaint. After reviewing this June 1st letter, do you
7 recall what happened next specifically?

8 MS. STROMEYER: Objection. Misstates the
9 witness's testimony, compound.

10 THE WITNESS: What happened after this. I can't 11:02:59
11 give you a specific statement about what happened next,
12 so.

13 MR. BUELL: Okay. Let's go with 30.

14 (Exhibit 30 was marked for identification by the
15 court reporter and attached hereto.) 11:03:30

16 BY MR. BUELL:

17 Q You've been handed what's been marked as Exhibit
18 3. Please take a look at it and let me know what it is,
19 once you've had a chance to review.

20 A This is a letter of June 3rd, 2011 addressed to 11:03:39
21 Jean Short at Pite Duncan, which is the law firm in San
22 Diego, and addressed to Brett Becker, B-e-c-k-e-r, Loss
23 Mitigation concerning the loan [REDACTED] 8940.

24 Q Just to, again, clarify for the record. If you
25 turn to page 2. Was this letter prepared and sent by you 11:04:03

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1 or someone else from your office?

2 A Well, it was signed by Karen Stromeier of my
3 office, my associate, obviously was authorized by our law
4 firm in relation to -- this was -- June 3rd was when GMAC
5 posted a notice to quit the residence of my clients'. 11:04:20

6 Obviously this is problematic since Brett Becker
7 had agreed to a standstill while it was -- they were
8 investigating the modification.

9 Q Did you review this letter before it went out?
10 Or better question. Were you aware of the contents of 11:04:44
11 this letter at the time that it went out?

12 A Yeah. Sure.

13 Q You spoke earlier today about the eviction piece
14 and this law firm in San Diego. Is it accurate to say
15 that this letter is confirmation of those discussions, 11:04:58
16 conversations you may have had with the San Diego
17 attorney?

18 MS. STROMEYER: Objection. Calls for
19 speculation, lacks foundation.

20 THE WITNESS: I'm sorry, could you rephrase that 11:05:09
21 question?

22 BY MR. BUELL:

23 Q Sure. Let me rephrase it, sure. And I'll go
24 step-by-step.

25 Is it accurate, first of all, that earlier you 11:05:14

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1 testified about an eviction notice being received by your
2 client?

3 A Correct. Yes.

4 Q Would you say that this June 3rd letter is a
5 confirmation of any conversations, communications you had 11:05:26
6 regarding that eviction notice that was received with GMAC
7 and the San Diego firm, those representing them?

8 A I don't know. I wouldn't say it's a
9 confirmation of anything. I think what it was was it was
10 clearly a notification to Jason Short, Michael Kraheneuhl, 11:05:44
11 K-r-a-h-e-n-e-u-h-l, and Renée Belcastro,
12 B-e-l-c-a-s-t-r-o, that they were violating the terms of a
13 status quo agreement, which GMAC had agreed with me,
14 pending their investigation of their own conduct. And it
15 was my attempt to get them to, you know, honor that 11:06:10
16 agreement.

17 Q Do you recall how you were first notified of the
18 notice to quit that was posted on the residence?

19 A Yes.

20 Q How was that? 11:06:47

21 A I believe I received a tearful phone call from
22 somebody who said I can't believe that they've nailed a
23 notice to quit on the front door of our house.

24 Q I'm sorry if I did ask you this one before. Do
25 you recall any specific conversations with GMAC after the 11:07:21

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1 lawsuit was filed?

2 A After the lawsuit was filed.

3 Q If it provides any context for you, your

4 Complaint was filed -- the Complaint was filed on

5 June 8th, 2011.

11:07:41

6 A You know, I think I may have had a conversation

7 with somebody at GMAC that said -- and I'm not entirely

8 sure, but I may have actually said, look, here's a draft

9 of the Complaint. Can you please get somebody from your

10 litigation department, the legal, to give me a call,

11:07:57

11 because the people I've been dealing with, obviously,

12 aren't the people that are really going to be able to make

13 decisions here. Can I get somebody. I don't think it

14 ever happened, so.

15 Q So just to follow up and close that loop. Did

11:08:09

16 you ever talk with somebody from the litigation --

17 A I don't think I ever had a conversation with

18 anyone who represented themselves to be the legal

19 representative of GMAC. I mean, usually you have a legal

20 department. Everybody has a legal department. Nothing.

11:08:21

21 So --

22 Q And with the next several questions I'm not

23 interested in conversations you had with attorneys from

24 outside firms representing GMAC, so if that's the answer,

25 so be it. I'm just trying to figure out where this time

11:08:33

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1 line ends.

2 A I think the time line may have ended when your
3 office stepped into the foray and -- and that was it. So
4 maybe that was the response, was to refer to you guys. I
5 don't know. 11:08:46

6 Q Do you recall any conversations with GMAC about
7 rescinding the foreclosure sale?

8 A There was never a notification from us that they
9 were rescinding the foreclosure sale. They simply did it.
10 And I don't know how I learned about it off the top of my 11:09:16
11 head, but I know I did learn about it.

12 Q And then -- sorry I'm jumping around a little
13 bit here, but back to the unlawful detainer, the eviction
14 piece.

15 Following the June 3rd communication to Pite 11:09:29
16 Duncan and Brett Becker of Loss Mitigation at GMAC, do you
17 recall if you ever received a response to this
18 communication?

19 MS. STROMEYER: Mr. Halloran personally?

20 BY MR. BUELL: 11:09:48

21 Q When I say "this communication" I'm referring to
22 Exhibit 30.

23 A I don't know off the top of my head. I know
24 that somewhere along the line, the lines of communication
25 between this law firm and GMAC must have connected, 11:09:55

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1 because they ceased and desisted in that regard, trying to
2 evict my clients, so.

3 Q Do you know if an actual Unlawful Detainer
4 Complaint was ever filed?

5 A I do not know off the top of my head. 11:10:12

6 Q And just to phrase it in a different way. Do
7 you know of any action, beyond the three-day notice to
8 quit being posted on the door of the residence? Was
9 anything else ever done regarding the eviction process?

10 A If it was, I don't know about it. 11:10:29

11 Q Are you aware of any current status of eviction
12 proceedings?

13 A I'm not aware of any status right now.

14 Q Back to our conversation regarding rescinding
15 the foreclosure sale. I believe -- and I just want to 11:10:53
16 clarify your testimony before I go with the next question.
17 I believe you said you never received any communication,
18 phone call, writing, et cetera, that the foreclosure had
19 been rescinded, you just -- I think you said learned of
20 it? 11:11:12

21 A I don't know how I learned of it.

22 Q But you did learn of it in some fashion?

23 A Yes, at some point in time I had learned that
24 they had done that.

25 Q But you don't recall how? 11:11:19

1 A Exactly.

2 Q And you don't know what document then that you
3 saw that confirmed for you that the sale had been
4 rescinded?

5 A Here is what I do recollect. I think I had one 11:11:28
6 of my assistants actually go on line and check to see what
7 the status was, because I was a bit concerned, having seen
8 GMAC do a few things without notifying me, like sell the
9 property. I wanted to see if they were adhering to the
10 honor of the status quo thing. And at that point, I 11:11:44
11 believe somebody in my office looked it up and said, oh,
12 it looks like they rescinded the foreclosure and deeded it
13 back to your clients. And that was how I learned about
14 it.

15 Q Are you aware of any other foreclosure 11:11:54
16 proceedings taking place after the rescission of the
17 foreclosure sale?

18 MS. STROMEYER: Regarding this property?

19 MR. BUELL: Correct.

20 THE WITNESS: I'm not sure I understand your 11:12:04
21 question.

22 BY MR. BUELL:

23 Q I assume, based on your testimony so far, you
24 don't recall, as you sit here right now, the date that the
25 foreclosure was rescinded. 11:12:14

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1 A No, I don't.

2 Q So just hypothetically speaking, let's say the
3 foreclosure was rescinded, to give us a date, of June 20,
4 2011, okay? Do you know if anything has happened post
5 June 20th regarding foreclosure of the subject property? 11:12:29

6 A Well, I mean there's ongoing litigation
7 concerning it that relates to the foreclosure. I know
8 that on at least one, and maybe two occasions, Clayton
9 received a letter from us that said why does your client
10 keep trying to send us money back to undo the terms of the 11:12:47
11 loan modification. I know that that happened.

12 Q But as far as a recorded document, for example,
13 a notice of default, notice of trustee sale, are you aware
14 of any further documents being recorded regarding a
15 sale? 11:13:06

16 A Neither you, your law firm, nor GMAC has sent
17 any such documents to me.

18 MR. GADDIS: For the record, Clayton is Clayton
19 Gaddis, counsel for GMAC.

20 BY MR. BUELL: 11:13:18

21 Q Just to put you guys at ease, I don't believe
22 anything has happened, so I'm not getting at that. I want
23 to make sure we weren't unaware of something.

24 I think that brings us to the end of the time
25 line piece. Is there anything else you recall from 11:13:34

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1 dealing with the Pite Duncan Law Firm or the eviction
2 piece? I can ask a more specific question, if you like.

3 A I'm not sure I understand what your question
4 is.

5 Q Sure. It was a poorly-worded question, that's 11:13:51
6 why.

7 I believe your testimony regarding the eviction
8 concluded with sort of nothing ever happened after the
9 notice to quit was posted; is that an accurate statement?
10 That you were aware of. 11:14:08

11 A Yeah. I think the way to deposit it is that
12 what appeared to be eviction proceedings were halted.

13 Q Are you aware of any further communications
14 after they were halted, as you put it, with the Pite
15 Duncan law firm? 11:14:24

16 MS. STROMEYER: Objection. Calls for
17 speculation. Between Pite Duncan and who?

18 MR. BUELL: Your firm.

19 MS. STROMEYER: Mr. Halloran?

20 MR. BUELL: Mr. Halloran. 11:14:33

21 THE WITNESS: Yeah, our law firm may have had
22 some further communications with them, but I don't believe
23 I did.

24 MR. BUELL:

25 Q And just so I understand, you may have had some 11:14:39

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1 role in it, but generally it sounds as though you weren't
2 the primary point for dealing with the eviction piece at
3 your firm; is that accurate?

4 A I think it would be accurate to state that
5 Ms. Belcastro, who is the first, second, third person down 11:14:56
6 at the Pite Duncan Law Firm, was the person that was
7 directly involved in handling the eviction. And I believe
8 that Ms. Stromeier was directly involved in discussing
9 with Ms. Belcastro the conduct, which I believe was
10 unwarranted. 11:15:17

11 Q Okay. Thank you.

12 Off the record.

13 (Discussion off the record.)

14 (Recess.)

15 BY MR. BUELL: 11:22:01

16 Q All right. I wanted to revisit the sort of
17 circumstances and events that occurred, we'll call it
18 April 20th to April 23rd, sort of time frame, of 2011.
19 For purposes of context, I want to just sort of refer back
20 to what's been marked as Exhibit 25, which is your letter. 11:22:19
21 Actually, why don't you just -- which is your letter
22 confirming a conversation you had with GMAC; is that
23 correct?

24 A Okay.

25 Q You've testified today, and I believe last week 11:22:51

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1 as well in part one, that this letter confirmed -- was a
2 confirmation letter following up on your conversation with
3 somebody at GMAC. I wanted to just walk through that
4 conversation in as much detail as we possibly can.

5 Do you recall if you placed the phone call to 11:23:10
6 GMAC that started this event or did they contact you?

7 MS. STROMEYER: Vague and ambiguous as to
8 event.

9 MR. BUELL: Sure.

10 Q By event -- I'm trying to think of a good way to 11:23:23
11 term this, so we're all on the same page.

12 The conversation that you had that lead to you
13 drafting this letter, this letter meaning Exhibit 25, was
14 that initiated by a phone call from you to GMAC or from
15 GMAC to you? 11:23:40

16 A I don't recall.

17 Q You've also testified you don't recall who you
18 spoke with during that conversation; is that accurate?

19 A I don't recall the name of the person, no.

20 Q And, again, just to clarify for the record. 11:23:54
21 When I refer to the conversation, for this line of
22 questioning, I mean the conversation that led to you
23 drafting Exhibit 25; is that fair?

24 A Sure. I understand.

25 Q Do you recall if that conversation -- if you 11:24:06

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1 spoke with more than one person?

2 A No. The conversation that I had with the
3 individual, who I believe was a man, was one conversation
4 in which that person said "Congratulations. Here's the
5 terms of the loan modification. Tell your client." I, 11:24:23
6 said, "Great. Let me confirm in a letter to you. We'll
7 make sure we comply and pay the first payment by May."
8 They said "Okay." So I wrote the letter to confirm it.

9 Q Based off of that statement, do you remember
10 this being somewhat of a brief conversation? 11:24:39

11 A It was certainly less than a half hour.

12 Q Would you say on the order of five minutes?

13 A I couldn't give you an opinion about that one
14 way or the other.

15 Q Closer to five than 30? 11:24:51

16 A It was closer to 15 than 30 and somewhere
17 between, you know, five minutes and 15 minutes.

18 Q Do you remember if you went through each of the
19 terms? And I can define what I mean by terms, if you
20 like. If you went through each of the terms individually 11:25:06
21 that you've laid out in your letter with the person you
22 were having the conversation with.

23 A I'm not quite sure what you mean by that.

24 Q Sure.

25 A But let me explain what I think I can best do. 11:25:17

1 I didn't select the terms. The terms were proposed to my
2 client. I didn't add or delete any of the proposed terms.
3 This was what was presented to my client as a modified
4 permanent loan modification. So, once I got these terms
5 and they were acceptable, I confirmed them with this 11:25:37
6 gentleman in this letter and instructed my client that
7 this was what was going to -- you know, this was what you
8 have to do. You have to pay the first month, if you want
9 to abide by. That's what she did.

10 Q You said when you determined that they were 11:25:52
11 acceptable; is that accurate of what you testified to?

12 A Clearly, yeah.

13 Q What was that process of you determining that
14 those terms were acceptable?

15 MS. STROMEYER: Objection. Calls for 11:26:04
16 attorney-client communications.

17 BY MR. BUELL:

18 Q Did you review the terms and see if it was a
19 modification that would fit with your understanding of
20 your clients' financial abilities to repay the loan? 11:26:14

21 A Well, I did a lot of lawyerly things, probably
22 including talking to my client about it, right. But
23 obviously there had been some history of this, because as
24 you well know, there had been a trial loan modification
25 as well, as you may recall, so. 11:26:31

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1 Q And, again, we need to do it one more time, just
2 for the record. What conversations did you have with your
3 clients' regarding the proposed terms that were made to
4 you in this phone call?

5 A Well, whatever conversation -- 11:26:48

6 MS. STROMEYER: Objection. May call for
7 attorney-client communications and attorney work
8 product.

9 THE WITNESS: Yeah. Clearly, my communications
10 with my client about that would be privileged. 11:26:54

11 MR. BUELL: So are you instructing your witness
12 not to answer?

13 MS. STROMEYER: I'm instructing him not to
14 answer this question to the extent it calls for
15 attorney-client communications, yes. 11:27:04

16 BY MR. BUELL:

17 Q Is there -- just to wrap that up. Is there any
18 portion of that that may not call for attorney-client
19 privilege? You just put a condition on the objection.

20 THE WITNESS: Any communications with my client 11:27:15
21 concerning the subject matter of this negotiation would be
22 privileged.

23 MS. STROMEYER: Would be privileged. If he
24 spoke with her about some other thing, that's some other
25 thing, but -- 11:27:25

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1 MR. BUELL: Okay. Then I won't press that issue
2 anymore. You've made your objection clear on the record.

3 Q Did you have, at the time, time being April
4 22nd, 2011, did you have written authority from your
5 clients to bind them to a contract? 11:27:50

6 MS. STROMEYER: Objection. May call for
7 attorney-client communication. May call for
8 attorney-client work product.

9 THE WITNESS: I don't know what you mean by
10 written authority. I was their attorney. I was acting in 11:28:05
11 my capacity as their attorney.

12 BY MR. BUELL:

13 Q And I believe you testified last time that you
14 did have a written retainer with the Halloran/Ward group;
15 is that accurate? 11:28:17

16 A I think I did, but if I don't, I had an oral
17 agreement. I haven't looked, but whatever there is, there
18 is an attorney relationship with my clients. And the
19 authority that I have as a disclosed principal would be
20 the same authority that GMAC would have as the undisclosed 11:28:27
21 agent of a principal with the ability to bind, because
22 GMAC, of course, bound -- as an undisclosed agent of a
23 principal, bound themselves to an agreement which they now
24 contend, of course, they didn't have the responsibility,
25 because apparently Wells Fargo didn't approve it. 11:28:44

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1 Of course, we know that's not true as well
2 because Wells Fargo did approve a loan. So in any event,
3 go ahead. What's your next question, Counsel?

4 BY MR. BUELL:

5 Q If you did have a written retainer agreement, 11:28:55
6 would it be maintained in the files located at your law
7 firm?

8 A We do maintain fee agreements in our offices, of
9 course.

10 Q Was it your understanding at that time that you 11:29:03
11 had the authority to bind your clients to an agreement?

12 A Whatever --

13 MS. STROMEYER: He's already testified.

14 THE WITNESS: -- authority I have with my
15 clients to bind them to any agreements, that's my 11:29:15
16 authority.

17 Let me just put it this way. Generally I don't
18 write letters confirming agreements unless I believe I
19 have the authority to do so.

20 BY MR. BUELL: 11:29:28

21 Q Back to the conversation you had with the
22 individual at GMAC. Again, conversation refers to the
23 conversation that forms the basis for this confirming
24 letter, Exhibit 25. Do you recall any discussion about
25 further paperwork being sent to you or your clients 11:29:45

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1 regarding the modification?

2 A Well, I know in the letter I refer to the fact
3 that he said it might take a few days for some paperwork
4 to get through. I do remember that. Of course, they
5 never sent the paperwork. 11:30:04

6 Q That was the next question. Did you ever
7 receive any paperwork?

8 A No, of course not. And we now know why.

9 Q Which is?

10 A There is an unwritten rule at GMAC, which Wells 11:30:12
11 Fargo doesn't know about, apparently, that if they can't
12 get the documents to the borrower before the end of the
13 month, they unilaterally cancel the loan modification and
14 file a new application to the lender for that purpose.
15 And to date I have received no written policy from GMAC 11:30:34
16 that that's an accurate statement, but that's the
17 testimony under oath of your PMK.

18 Q For the record, your understanding to form the
19 basis for the statement you just made; is that your own
20 understanding or does that come from the deposition 11:30:52
21 testimony of the PMK from GMAC?

22 A That is my recollection of the deposition
23 testimony under oath of the PMK designated by GMAC to
24 testify on that basis.

25 Q Do you recall in the conversation that forms the 11:31:09

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1 basis for Exhibit 25, any discussion regarding the need
2 for a modification agreement to be notarized?

3 A No such discussion on that at all.

4 Q Do you recall any conversation with GMAC to put
5 a time frame, January 1st, 2011 through the present about 11:31:27
6 needing a notarized signature of your client?

7 A No, not whatsoever. It was not a condition
8 precedent to the agreement. That means before.

9 Q And just to clarify, you don't recall any
10 discussion of notarization being required? 11:31:45

11 A No. No, that's not correct.

12 Q Okay.

13 A There was no conversation about a notarization.
14 It did not happen.

15 Q Okay. 11:31:55

16 Based on your prior objection, Ms. Stromeier,
17 I'm not going to go into any potential communications your
18 witness had with his clients after this letter either.
19 We'll reserve that, as we discussed in our stipulation on
20 record in the previous portion of this deposition, should 11:32:21
21 we bring a motion to compel; is that fair?

22 MS. STROMEYER: Yes.

23 MR. BUELL: Again, that is based on your
24 instruction of him not to answer the questions based on
25 your objections; is that accurate? 11:32:38

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1 MS. STROMEYER: Based on the fact that it
2 contains communications covered by the attorney-client
3 privilege, correct.

4 MR. BUELL: Thank you for clarifying that.

5 THE WITNESS: There is a letter, obviously GMAC 11:32:52
6 wrote back, which I haven't seen, but that might shed some
7 light on this notarization issue.

8 BY MR. BUELL:

9 Q Sure. Let's do this. 31?

10 (Exhibit 31 was marked for identification by the 11:33:13
11 court reporter and attached hereto.)

12 BY MR. BUELL:

13 Q You've been handed what's been marked Exhibit
14 31. Have you seen this letter before?

15 A Yes. 11:33:35

16 Q Please tell us what it is.

17 A It's an April 28th, 2011 letter that GMAC
18 Mortgage sent to my attention concerning the loan
19 modification.

20 Q If you see at the very bottom of the letter at 11:33:46
21 the signature line. It says "Customer Care, Loan
22 Servicing" and then there's two initials. Do you see
23 that?

24 A I do.

25 Q What are those two initials? 11:33:55

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1 A What do they represent?

2 MS. STROMEYER: You're asking him to read the
3 document?

4 BY MR. BUELL:

5 Q Read the document, to start. 11:34:02

6 A Oh, it says "Customer Care, Loan Servicing D.C."

7 Q Do you have any idea as you sit here today, who
8 D.C. might refer to?

9 MS. STROMEYER: Objection. Calls for
10 speculation, lacks foundation that D.C. is a person. 11:34:14

11 THE WITNESS: As I sit here today, I do not know
12 who D.C. is, no.

13 BY MR. BUELL:

14 Q It doesn't refresh your memory in any way about
15 who you may have spoken with? 11:34:25

16 A No.

17 Q For example, D.C. might reference -- I have no
18 idea -- but if the individual's name you spoke with was
19 David, maybe that would refresh your recollection or
20 something to that effect; it doesn't do that? 11:34:37

21 A No.

22 Q Okay. You mentioned just a few minutes ago a
23 letter that was received from GMAC Mortgage following up
24 on Exhibit 25. Is it your understanding that Exhibit 31
25 is that letter that you -- 11:34:59

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1 A Yeah. This is a letter they sent me following
2 my letter to them.

3 Q Do you recall receiving any other documents from
4 GMAC after you received this letter regarding the loan?

5 A No. 11:35:16

6 Q You testified in your prior session that there
7 were occurrences when GMAC would contact your clients
8 directly, despite knowing that you're representing them;
9 is that accurate?

10 A It is accurate, yes. 11:35:34

11 Q Do you know if this letter, Exhibit 31, was sent
12 directly to them by any chance?

13 A Well, they weren't cc'd on the document, so I
14 don't know if they received it directly. Obviously it was
15 addressed to me. 11:35:49

16 Q Do you know if they, they being your clients,
17 either Mr. Ward or Ms. Halloran, ever received a document
18 from GMAC that confirmed they'd been approved for a loan
19 mod other than this Exhibit 31 that was sent to you?

20 A I don't know. 11:36:09

21 Q Is it an accurate statement that you primarily
22 negotiated with GMAC for a loan modification on behalf of
23 your clients?

24 A Primarily as opposed to whom, I guess?

25 Q Your clients. 11:36:38

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1 A Clearly I was the person negotiating the loan
2 modification on their behalf. I was their attorney.

3 Q Just wanted to clarify that before the next line
4 of questioning here.

5 A Yeah. 11:36:49

6 Q And feel free, for the purposes of responding to
7 this question, feel free to refer to any of the exhibits
8 that are before you now.

9 What is your understanding of the permanent
10 modification offer that was presented by GMAC? 11:37:03

11 MS. STROMEYER: Objection. Mr. Halloran is not
12 here to interpret documents or the terms. May call for
13 attorney-client work product or a legal conclusion.

14 THE WITNESS: Well, I think I set forth from our
15 Complaint what I believe the terms were. The terms arose 11:37:20
16 out of a conversation in a presentation by a GMAC employee
17 on or about April 22nd, 2011.

18 BY MR. BUELL:

19 Q Let's walk through each of the terms then.

20 What is your understanding as to what the 11:37:33
21 interest rate on the modification would be?

22 A Well, my understanding now isn't relevant. I
23 mean, in other words, are you asking me what I understood
24 the interest rate was at the time that GMAC offered an
25 interest rate, which my client and I accepted? 11:37:52

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1 Q Let's go through that line. So, yes, at the
2 time it was offered, what was your understanding as to
3 what the interest rate was?

4 A As specified in the Exhibit 25, it was an APR of
5 2.88 percent. 11:38:05

6 Q And what about the term?

7 A 432 payments.

8 Q What about the remaining balance on the loan to
9 be paid in full -- to be paid?

10 A Don't know if there was going to be a remaining 11:38:21
11 balance, but if there was, that wasn't what my
12 modification involved. It was a modification of loan
13 payments.

14 Q So your understanding was the modification offer
15 was based solely on the monthly payment versus the payment 11:38:33
16 schedule over the 432 payments that would be required to
17 pay off the loan?

18 A You're making assumptions that may or may not be
19 true, Counsel.

20 Q Did you -- sorry. I'm stopping myself because 11:38:48
21 you've already testified to the question as to whether or
22 not you ran an amortization schedule on the loan.

23 A That's true. I did testify about that.

24 Q So I won't ask you again.

25 A That's good. 11:39:05

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1 Q Did you review your clients' financials after
2 receiving this proposed modification from GMAC?

3 A Well, if I did, it would be a work product.

4 Q Do you recall if you did review their
5 financials?

11:39:28

6 MS. STROMEYER: Objection.

7 THE WITNESS: Specifically in response to this
8 offer?

9 BY MR. BUELL:

10 Q Yes.

11:39:33

11 A I don't know if I did or not.

12 Q Do you recall if you made any determination as
13 to whether or not your clients could afford the
14 modification as presented to you?

15 MS. STROMEYER: Objection. Irrelevant, calls
16 for attorney work product. May call for attorney-client
17 communication.

11:39:53

18 THE WITNESS: Yeah, I don't know off the top of
19 my head.

20 BY MR. BUELL:

11:40:01

21 Q Just to clarify. I'm not asking what those
22 determinations were or what that process was, but simply;
23 did you do it?

24 A Yeah, I know. I don't -- off the top of my head
25 I don't recall. Remember, the history of this was that

11:40:10

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1 there was a trial period in which the whole issue of
2 affordability of loan modifications existed, so if you
3 look at what this amount is, it's consistent with what the
4 prior discussions were with regard to affordability, so.

5 Q So am I hearing you correct that the trial plan, 11:40:28
6 which I believe was from January of 2011, was when the
7 determination of affordability was made; is that
8 accurate?

9 MS. STROMEYER: Objection. Vague and ambiguous,
10 lacks foundation. 11:40:49

11 THE WITNESS: I'm not quite sure what you mean
12 by the determination of affordability.

13 BY MR. BUELL:

14 Q Sure.

15 A I believe the way I would interpret this was 11:40:56
16 that, rather than negotiate a specific amount or
17 arms-length negotiations, what GMAC said was we have a
18 program and we're going to fit them into the program and
19 see if it works. And that was the proposal that was done.
20 And then that January through March is when my client 11:41:16
21 complied with that program. And then the next step was,
22 and here's what we are going to do for a traditional loan
23 modification given your clients' track record of payments.
24 So that's how the proposal was made.

25 Q Thank you. And that's exactly what I was 11:41:33

1 looking for. And I was banking off your use of the term,
2 you know, determination of affordability.

3 I think we're good with regards to everything,
4 other than the piece we've left open following a motion to
5 compel. 11:41:55

6 THE REPORTER: Ms. Stromeyer, would you like a
7 copy of the transcript?

8 MS. STROMEYER: Yes.

9 (TIME NOTED: 11:42 a.m.)

1
2
3 I, TIMOTHY HALLORAN, do hereby declare under
4 penalty of perjury that I have read the foregoing
5 transcript; that I have made any corrections as appear
6 noted, in ink, initialed by me, or attached hereto; that
7 my testimony as contained herein, as corrected, is true
8 and correct.

9 EXECUTED this _____ day of _____,
10 20____, at _____, _____.
(City) (State)

11
12
13 _____
TIMOTHY HALLORAN

14 Volume II
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3
4 I, Jennifer L. Furia, holding CSR License No.
5 8394, a Certified Shorthand Reporter, licensed by the
6 State of California, hereby certify:

7 That the foregoing proceedings were taken before
8 me at the time and place herein set forth; that any
9 witnesses in the foregoing proceedings, prior to
10 testifying, were placed under oath; that a verbatim record
11 of the proceedings was made by me using machine shorthand
12 which was thereafter transcribed by me or under my
13 direction; further, that the foregoing is an accurate
14 transcription thereof.

15 I further certify I am neither financially
16 interested in the action, nor a relative or an employee of
17 any attorney or party to this action.

18 IN WITNESS WHEREOF, I have this date subscribed
19 my name.

20
21 Dated: February 4, 2012
22
23

JENNIFER L. FURIA

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

BERNARD WARD and COLLEEN
HALLORAN,

Plaintiffs,

vs.

CASE NO. CGC-11-511574

GMAC MORTGAGE, LLC and DOES
1-20,

Defendants.

DEPOSITION OF COLLEEN HALLORAN
San Francisco, California
Monday, January 23, 2012
Volume I

Reported by:

LORI STOKES

CSR No. 12732

Job No. 131749

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

BERNARD WARD and COLLEEN
HALLORAN,

Plaintiffs,

vs.

CASE NO. CGC-11-511574

GMAC MORTGAGE, LLC and DOES
1-20,

Defendants.

Deposition of COLLEEN HALLORAN, Volume I, taken on
behalf of Defendant, at One Embarcadero Center, Suite
2500, San Francisco, California, beginning at
10:04 a.m. and ending at 2:40 p.m. on January 23, 2012,
before LORI STOKES, Certified Shorthand Reporter No.
12732.

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2
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1 San Francisco, California, Monday, January 23, 2012

2 10:04 a.m.

3
4 COLLEEN HALLORAN,
5 having been administered an oath, was examined and
6 testified as follows:

7
8 EXAMINATION

9
10 BY MR. GADDIS:

11 Q Good morning. This is Clayton Gaddis. I
12 represent GMAC Mortgage, case Bernard Ward and Colleen
13 Halloran versus GMAC Mortgage LLC, Case Number
14 CGC-11-511574.

15 Good morning, Dr. Halloran.

16 A Good morning.

17 Q How are you today?

18 A I've had better days.

19 Q I understand. This is not exactly fun, but
20 it won't be terrible, either.

21 Have you ever given a deposition before?

22 A I don't think so.

23 Q Okay. Have you ever gone by another name
24 besides Halloran?

25 A My husband calls me Ward, but I've never

Page 6

1 taken his name.

2 Q Okay. Some just rules of the road for a
3 deposition. This is being recorded via transcript.
4 I'll do my best to ask clear and concise questions. If
5 you don't understand my question, please don't attempt
6 to answer it. Just ask me to clarify, and I'll do my
7 best to make it a clear question for you.

8 Kind of the same vein, if I'm asking a
9 question, please allow me to finish asking the question
10 before you begin your answer, and I'll do my best to
11 try and keep from answering a subsequent question when
12 you're asking. It will just make for a better record.

13 And because this is being recorded, let's do
14 verbal answers whenever we can. I know in normal
15 conversation, head nods tend to give yes or no
16 responses, but let's try to do our best to give verbal
17 responses and try to refrain from uh-huhs, huh-uh, and
18 such.

19 If you ever need a break, please ask for a
20 break. I'm sure I'll need a number of breaks myself
21 today. The only caveat to that is, if I have a
22 question on the table, please respond to the question
23 before we take a break.

24 Are you familiar with the term perjury?

25 A Yes.

1 Q So this is just like if we were before a
2 court of law giving live testimony, so the rules of
3 perjury will apply to this deposition, as well. I'm
4 just required to inform you of that, okay.

5 Prior to November of 2006, had you ever taken
6 out a mortgage loan before?

7 A Personally, no.

8 Q No. Had you ever been a signatory on a Deed
9 of Trust or a note prior to November 2006?

10 A Yes.

11 Q Do you recall when that was?

12 A No.

13 Q No. Was that a -- a mortgage loan, though?

14 A Yes.

15 Q Yes. Did it cover the property at issue
16 here?

17 And let me clarify that. When I say property
18 at issue, I mean the property located at 3300
19 Kirkham -- I believe it's Kirkham Avenue, or is it
20 Kirkham Street?

21 A Street.

22 Q Kirkham Street.

23 A Don't recall.

24 Q But you are somewhat familiar with the
25 mortgage loan process?

1 A Somewhat.

2 Q Okay. Did you cosign for a 2006 Deed of
3 Trust covering the subject property?

4 A I don't recall.

5 Q You don't recall.

6 Are you familiar with the note or Deed of
7 Trust covering the subject property at all?

8 A I don't understand your question.

9 Q Are you familiar with the original terms of
10 the November 2006 note?

11 A No.

12 Q Are you familiar with the original terms of
13 the November 2006 Deed of Trust?

14 A I just answered no.

15 Q Those were -- they were two separate things.
16 One is a note and the other is a Deed of Trust.

17 A And the answer is still no.

18 Q The answer is still no, that is fine.

19 Would it refresh your memory if I produced
20 the note and Deed of Trust to you at this point?

21 A What relevance would that have?

22 Q This concerns a mortgage note and a Deed of
23 Trust.

24 A Do I remember the legal wording of a document
25 from six years ago? I do not.

1 Q Okay, that's fine. Let's just pull them out,
2 and we can review them right now.

3 A I have a medical degree, not a law degree, so
4 I'm not sure I can understand the verbiage.

5 Q That's fine. I'm not asking you to interpret
6 any of the legal terms. When I say terms, principal
7 amount, what you would be obligated to pay every month,
8 things like that.

9 A Again, what relevance does that have to
10 anything?

11 Q Ma'am, that is a yes or no question.

12 A What question?

13 Q Do you remember any of the terms, like the
14 principle amount or what you were obligated to pay on a
15 monthly basis under the Deed of Trust?

16 A No. And I'm not ma'am.

17 Q Should I address you as Doctor --

18 A Yes.

19 Q I don't mean to be offensive, if that is.

20 A In medicine, it is offensive to be called
21 ma'am.

22 Q Okay, I will do my best to call you Doctor.

23 A Thank you.

24 MR. GADDIS: So I would like to offer in
25 evidence Defendant's Exhibit 1, and that is the

1 Adjustable Rate Note from October 25th, 2006.

2 (Deposition Exhibit 1 was marked for
3 identification by the court reporter.)

4 MR. GADDIS: Let's go ahead and introduce as
5 Defendant's 2 a a copy of the Deed of Trust as executed
6 on October 25th, 2006 covering Loan Number 84102.

7 (Deposition Exhibit 2 was marked for
8 identification by the court reporter.)

9 MR. GADDIS: Let me back up a second. I
10 would like to offer as Defendant's 3 the Amended Notice
11 of Deposition of Colleen Halloran with Amended Request
12 for Document Production.

13 (Deposition Exhibit 3 was marked for
14 identification by the court reporter.)

15 BY MR. GADDIS:

16 Q And, Doctor, what documents have you brought
17 today?

18 MS. STROMEYER: We are producing these
19 documents.

20 MR. GADDIS: Okay. It looks like Plaintiffs
21 have produced documents with the Bates stamp numbers
22 PLF00001 through PLF00125.

23 Q Doctor, have you had a chance to look over
24 the note or Deed of Trust?

25 A You want me to go through all of these

1 things?

2 Q You probably don't need to go over the Notice
3 of Deposition. Feel free to, of course. But take a
4 second, if you would, to look over the Adjustable Rate
5 Note and review it, please.

6 MS. STROMEYER: You just want her to review
7 it, she's not looking for anything in particular?

8 MR. GADDIS: No.

9 THE WITNESS: You might note that nowhere on
10 here is my signature or my initial. I haven't seen it
11 before.

12 MS. STROMEYER: Wait until he asks the
13 question. He just asked to you review it.

14 BY MR. GADDIS:

15 Q All right, Dr. Halloran. Now that you've had
16 a chance to review some of the terms, provisions of the
17 Adjustable Rate Note and the Deed of Trust, I'd like to
18 turn to Defendant's 1, the Adjustable Rate Note.

19 Right under Section 1, do you see where it
20 says Borrower's Promise to Pay?

21 A No. Oh, right. Yeah.

22 Q Okay. Now, correct me if I read this wrong.
23 "In return for a loan that I have received, I promise
24 to pay U.S. \$905,000, plus interest, to the order of
25 the Lender."

1 Did I read that correctly?

2 A Yes.

3 Q So this is a \$905,000 note; is that correct?

4 MS. STROMEYER: The document speaks for
5 itself.

6 MR. GADDIS: Okay.

7 Q Now, this is an adjustable rate note.

8 Are you familiar with that term?

9 A I'm familiar with the term.

10 Q Okay. So you understand that the interest
11 actually adjusts on this note?

12 A I did not know that before I read this.

13 Q Okay. If we can turn to the second page,
14 Page 2 of 4.

15 On the very top, it states, "Interest Rate
16 and Monthly Payments Changes."

17 Do you see that?

18 A Yes.

19 Q Do you see where it states when the interest
20 rate will actually adjust on this note?

21 A December 1st, 2016.

22 Q Right here at the top, under 4, 4A, "Change
23 Dates."

24 Does it read that it will change
25 November 1st, 2011?

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1 MS. STROMEYER: That's what the document
2 says.

3 THE WITNESS: Yeah.

4 BY MR. GADDIS:

5 Q So now after reviewing this document, is it
6 your understanding that, under the terms of the
7 original note, the interest rate would have adjusted
8 November 1st, 2011?

9 MS. STROMEYER: Objection. The document
10 speaks for itself.

11 BY MR. GADDIS:

12 Q Are you a signatory on this adjustable rate
13 note?

14 A On this note here?

15 Q Yes, Doctor.

16 A My name is nowhere on it.

17 Q Okay. Who has signed this?

18 A Bernard V. Ward.

19 Q Okay. Now, if we could turn to the Deed of
20 Trust, it's Defendant's Exhibit 2.

21 Without going through the terms, I'm just
22 going to ask, are you a signatory on the Deed of Trust?

23 A As you can read, my name is right there.

24 Q So is that a yes, you are a signatory on this
25 Deed of Trust?

1 A The document speaks for itself.

2 Q Is that your signature, ma'am?

3 A Yes, it is. And please don't call me ma'am.

4 Q I apologize. It's more of a habit. I really
5 don't mean any offense by it.

6 Are you aware that, in May 2007, there was a
7 HELOC -- when I say HELOC, I mean Home Equity Line of
8 Credit -- taken out on the subject property?

9 A Say that again.

10 Q In May of 2007, there was a Home Equity Line
11 of Credit taken out covering the subject property.

12 Were you aware of that?

13 A I don't think so.

14 Q Are you aware that, in December 2007, a
15 subsequent Deed of Trust was taken out covering the
16 subject property for \$125,000?

17 A No.

18 Q Did you handle any of the finances for the
19 house?

20 MS. STROMEYER: Objection. Vague and
21 ambiguous as to finances.

22 BY MR. GADDIS:

23 Q Do you understand my question?

24 A No.

25 Q Did you pay -- were you in charge -- excuse

1 me.

2 Were you in charge of paying bills?

3 A Some.

4 Q Some. Do you recall which bills you were in
5 charge of paying?

6 MS. STROMEYER: Can you please specify a time
7 frame.

8 BY MR. GADDIS:

9 Q In 2006.

10 A Can I -- can I remember every bill I paid in
11 2006? No.

12 Q Okay. Did you pay electricity bills in 2006?

13 A Sometimes.

14 Q Did you pay gas bills in 2006?

15 A Sometimes.

16 Q Did you pay car payments in 2006?

17 A Sometimes.

18 Q Did you make payments on the mortgage at any
19 time in 2006?

20 A Sometimes.

21 Q How about in 2007 with regards to the
22 mortgage?

23 A Sometimes.

24 Q How about 2008 with regards to the mortgage?

25 A Sometimes.

1 Q How about 2009 with regards to the mortgage?

2 A Yes.

3 Q How about 2010 with regards to the mortgage?

4 A Yes.

5 Q When did you start having difficulties making
6 your timely mortgage payments on the Deed of Trust?

7 A On the Deed of Trust or the mortgage?

8 Q Let's go with the mortgage.

9 A Actually, I don't understand the difference
10 between Deed of Trust and mortgage.

11 MS. STROMEYER: That's fine. If you don't
12 understand, ask him to clarify what he's talking about.

13 THE WITNESS: What are you talking about?

14 BY MR. GADDIS:

15 Q When did you start having trouble making your
16 mortgage payments?

17 MS. STROMEYER: Lacks foundation.

18 Do you recall?

19 THE WITNESS: It was spring -- late spring,
20 early summer, I think, of 2010.

21 BY MR. GADDIS:

22 Q Do you recall what issues in your life in the
23 spring or summer of 2010 made it difficult for you to
24 make your timely mortgage payments?

25 A I'm a single mother of a youngster who was

1 diagnosed with cancer.

2 Q Is it my understanding that you're saying
3 that you had hospital bills that made it difficult to
4 make your timely mortgage payments?

5 A Partially.

6 Q Partially.

7 Are there other issues besides the partial
8 hospital bills that made it difficult for you to make
9 your timely mortgage payments in the spring or summer
10 of 2010?

11 A Have you ever been the sole supporter of a
12 child with cancer?

13 Q No. And that was not my question, ma'am.

14 Excuse me, Doctor. I apologize. Doctor.

15 A There's quite a lot of stuff to do when your
16 child has cancer. I'm the sole emotional support of
17 the whole family. I'm dealing with not only medical
18 costs financially but emotionally.

19 Things that would be routine are no longer
20 routine. Things that are easy to do when you are just
21 being a mother and a doctor are no longer easy to do.

22 Q I understand. Were there other financial
23 considerations, such as loss of income that the
24 household experienced?

25 A Yes.

1 Q Can you describe some of those financial
2 issues.

3 Do you understand my question, ma'am? Excuse
4 me, Doctor.

5 MS. STROMEYER: Do you mind if we -- I know a
6 question is pending, but do you mind?

7 MR. GADDIS: That's fine, that's fine.

8 (Short Break Taken.)

9 THE WITNESS: My husband lost his job.
10 BY MR. GADDIS:

11 Q Do you recall when your husband lost his
12 employment?

13 A No. Not the precise date.

14 Q Do you remember the time of year?

15 A No.

16 Q Do you remember the year?

17 A No. Not precisely.

18 Q That's fine.

19 MR. GADDIS: I'd like to introduce as
20 Defendant's Number 4 a copy of the complaint in Case
21 Number CGC-11-511574.

22 (Deposition Exhibit 4 was marked for
23 identification by the court reporter.)

24 BY MR. GADDIS:

25 Q Doctor, have you seen this document before?

1 A Yeah.

2 Q Would you like a minute to just kind of
3 review it?

4 A Am I getting quizzed on it?

5 Q Would you like a minute to review it?

6 A No.

7 Q Okay. Let's look at Paragraph Number 13.
8 It's Page 3.

9 Paragraph 13 states, "Plaintiffs make each
10 payment due under the mortgage loan."

11 Did I read that correct?

12 A Correctly, yes.

13 Q Is that still your contention, that you have
14 made all payments due under the mortgage loan?

15 MS. STROMEYER: Objection.

16 BY MR. GADDIS:

17 Q As of the filing of this complaint?

18 MS. STROMEYER: I'm going to object that, A,
19 that asks for all Plaintiffs' contentions, which are in
20 the proper venue for a contention interrogatory.

21 I'm also going to object that that statement
22 is read in the entire -- complete as a whole, and taken
23 out of context. Plaintiff may not be able to respond
24 to that.

25 You can respond to that if you can.

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1 It may also call for attorney-client work
2 product information.

3 BY MR. GADDIS:

4 Q Do you understand the question?

5 THE WITNESS: Am I supposed to answer?

6 MS. STROMEYER: I'm going to say no to that
7 one, actually.

8 MR. GADDIS: On what grounds, Counselor?

9 MS. STROMEYER: That you're asking whether or
10 not that's a statement -- whether or not she's
11 supporting that contention.

12 Can you repeat that question, please.

13 BY MR. GADDIS:

14 Q Sure. In Paragraph 13 in your complaint
15 against GMAC, you state that you have made payments due
16 under the mortgage loan.

17 Is that correct? This complaint was filed
18 June 8th, 2011.

19 MS. STROMEYER: And the question is did she
20 make payments due under the loan?

21 THE WITNESS: I made payments due under the
22 loan but not until this date. GMAC started sending my
23 checks back.

24 BY MR. GADDIS:

25 Q As of June 8, 2011?

1 A I don't know the specific date.

2 Q Okay. I ask you this because it says,
3 "Plaintiffs made each payment due under the mortgage
4 loan."

5 And I'm asking if you made each payment due
6 under the mortgage loan up until June 8th, 2011.

7 A I don't recall.

8 Q Let's look at Paragraph 15.

9 "In approximately May, 2009, Plaintiffs began
10 experiencing financial difficulties in making their
11 monthly payments."

12 Did I read that correctly?

13 A Yes, you did.

14 Q Does this refresh your memory as to when
15 either your husband lost his job or you had difficulty
16 making payments?

17 A No.

18 Q Let's look at Paragraph 16.

19 "In or about December 2009, GMAC began
20 non-judicial foreclosure procedures related to the
21 subject property."

22 Did I read that correctly?

23 A Yes.

24 Q Do you recall any of those nonjudicial
25 foreclosure procedures --

1 A No.

2 Q -- in December of 2009?

3 A I just said no.

4 Q Thank you.

5 MS. STROMEYER: Try and wait for him to
6 finish his question. It will make for a clearer
7 transcript.

8 THE WITNESS: Well, he said it twice.

9 BY MR. GADDIS:

10 Q Do you recall what your phone number was --
11 let me restate.

12 Did you have a landline in 2009 at the
13 subject property?

14 A Yes.

15 Q Do you recall what that phone number was?

16 A I'm not getting why you're asking that.

17 Q That's not for you to decide.

18 Do you recall what the phone number was?

19 A Yes.

20 Q Can you state what your landline phone number
21 was in 2009?

22 A 731-8936.

23 Q And what's the area code for that one?

24 A San Francisco.

25 Q Is that a 415 area code?

1 A Correct.

2 Q Is that the same number as of today?

3 A Yes.

4 Q Was it the -- so it's been the continuous
5 phone number from 2009 up until this point; is that
6 correct?

7 A Actually, since 1960.

8 Q 1960. Do you recall if Mr. Ward had a cell
9 phone number in 2009?

10 MS. STROMEYER: Objection. Irrelevant.

11 MR. GADDIS: Can we go off the record real
12 quick.

13 (Short discussion off the record.)

14 THE WITNESS: I don't recall what his phone
15 number was.

16 BY MR. GADDIS:

17 Q Okay. I won't ask you what your cell phone
18 was, though. That would probably be unnecessary.

19 Did you ever have communications with GMAC --

20 A Not to my knowledge.

21 Q I'm sorry. I tend to ask half a question --
22 I'll try to formulate the whole question without a
23 pause.

24 Prior to April of 2011, did you have
25 communications with GMAC?

1 MS. STROMEYER: Objection. That's vague and
2 ambiguous to the extent that you were probably making
3 payments to GMAC.

4 Does that constitute communications?

5 MR. GADDIS: I'll clarify. That's fine.

6 Q Outside of making mortgage payments, prior to
7 April of 2011, did you have communications with GMAC?

8 A Not to my knowledge.

9 Q Not to your knowledge.

10 Is it your understanding that, prior to April
11 of 2011, outside of mortgage payments, any
12 communication that would have gone or have been made to
13 GMAC would have been made by your husband, Mr. Ward?

14 A I don't understand that question.

15 Q Sure, that's fine.

16 If there was an issue with mortgage payments,
17 would you have been the one to contact GMAC, or would
18 that have been something your husband normally would
19 have done?

20 A I've never talked to GMAC, so I can't tell
21 you what my husband would have done.

22 Q That's fine.

23 Just to clarify, when you say you've never
24 talked to GMAC, are you including --

25 MS. STROMEYER: No, she's not --

1 BY MR. GADDIS:

2 Q -- any communication post 2011 up to this
3 point?

4 MS. STROMEYER: No. Objection. Because that
5 includes attorney-client communications and
6 communications by your authorized agents to GMAC.

7 THE WITNESS: No.

8 BY MR. GADDIS:

9 Q No, okay. In order -- let me clarify.

10 I'm not asking you -- even if my question is
11 ambiguous -- to ever tell me anything that you and your
12 attorneys have talked about. That is attorney-client
13 privilege. And I'm sure your counsel will object.

14 In this case, I'm asking if you had any
15 communication yourself with GMAC after April of 2011.

16 A No.

17 Q No.

18 MS. STROMEYER: Can I back up with that.

19 By communications with GMAC, are you
20 including communications from GMAC, or just
21 communications that she initiated?

22 THE WITNESS: I have never spoke to GMAC.

23 MR. GADDIS: Okay.

24 MS. STROMEYER: Okay.

25 MR. GADDIS: That's fine.

1 THE WITNESS: At least I don't recall.

2 MR. GADDIS: I'd like to introduce
3 Defendant's 5. It is Bates stamped Number WARD 000167.
4 (Deposition Exhibit 5 was marked for
5 identification by the court reporter.)

6 BY MR. GADDIS:

7 Q I apologize. These columns aren't numbered,
8 so I'll do my best to point out.

9 If you would look at Line 8, the eighth line
10 from the top. It should be dated 9/11/2009.

11 Do you see that, Doctor?

12 A Yes.

13 Q And to the far right, there's a statement
14 saying, "Delinquent 30 days."

15 Do you see that, Doctor?

16 A Yes.

17 Q Is it your understanding that, as of
18 9/11/2009, your mortgage loan was delinquent 30 days?

19 MS. STROMEYER: Objection. This document was
20 not prepared by Plaintiffs. It lacks foundation.

21 If it refreshes your recollection, please let
22 him know.

23 THE WITNESS: No.

24 BY MR. GADDIS:

25 Q Do you recall at all in 2009 having trouble

1 making your mortgage payments?

2 A No.

3 Q Do you recall in 2009 making any mortgage
4 payments?

5 A Yes.

6 Q If you recall, can you tell me what months
7 you made mortgage payments --

8 A No.

9 Q -- in the calendar year of 2009?

10 A No.

11 MR. GADDIS: I'd like to offer into evidence
12 Defendant's 6.

13 (Deposition Exhibit 6 was marked for
14 identification by the court reporter.)

15 MR. GADDIS: This is Bates stamped WARD
16 000172.

17 BY MR. GADDIS:

18 Q If you could look at Line 12 from the bottom.
19 This should be dated January 15th, 2010.

20 Do you see that, Doctor?

21 A Yes.

22 Q Do you see where the statement reads,
23 "Delinquent 60 days"?

24 A Yes.

25 Q Do you recall in January of 2010 having

1 failed to make mortgage payments --

2 A No.

3 Q -- on the subject property?

4 A No.

5 (Telephonic Interruption.)

6 MR. GADDIS: And, Doctor, I understand your
7 profession. If you need to step out and take a phone
8 call, please do so.

9 I would like to introduce as Defendant's No.
10 7 a document Bates stamped WARD 000174.

11 (Deposition Exhibit 7 was marked for
12 identification by the court reporter.)

13 (Telephonic Interruption.)

14 MR. GADDIS: Let's go off the record.

15 (Short Break Taken.)

16 BY MR. GADDIS:

17 Q Going from the top now, let's look at Line 12
18 from the top.

19 This is dated February 23rd, 2010.

20 Do you see that, Doctor?

21 A Yes.

22 Q And the statement on the right-hand side
23 reads, "Delinquent 90 days;" is that correct?

24 A Correct.

25 Q Do you recall in February of 2010 having

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1 failed to make three months' of mortgage loan payments
2 on the subject property?

3 A No.

4 Q Maybe I can make this easier with just one
5 question. Do you ever recall being delinquent on the
6 mortgage loan covering the subject property?

7 A Were you listening when we talked about my
8 son?

9 Q Ma'am, do you ever recall being delinquent on
10 the mortgage payments covering the subject property?

11 A I answered the question already.

12 Q Do you recall what that answer was?

13 THE WITNESS: Do you want to read it back to
14 him?

15 THE REPORTER: I don't know which answer you
16 would like me to read back.

17 THE WITNESS: My son had cancer. I was
18 rather overwhelmed as a single mother.

19 BY MR. GADDIS:

20 Q Ma'am, I understand that. I'm asking if you
21 recall being delinquent on the subject loan covering
22 the subject property.

23 A I don't recall precisely how many days it
24 was. I can tell you precisely when I diagnosed him. I
25 can recall precisely many things.

1 Do I precisely remember how many days I was
2 late with the mortgage? No.

3 MR. GADDIS: We're going to go off the
4 record.

5 (Short Break Taken.)

6 MR. GADDIS: I'd like to introduce as
7 Defendant's Number 8 a recorded document entitled,
8 Notice of Default -- off the record for a minute.
9 Excuse me.

10 (Short Break Taken.)

11 MR. GADDIS: I'd like to introduce
12 Defendant's 8, recorded document entitled Notice of
13 Default and Election to Sell Under Deed of Trust.

14 (Deposition Exhibit 8 was marked for
15 identification by the court reporter.)

16 BY MR. GADDIS:

17 Q Doctor, please take a second to review that
18 document, if you would.

19 MS. STROMEYER: Are you okay? Ready?

20 BY MR. GADDIS:

21 Q Doctor, after reviewing this document,
22 Defendant's 8, Notice of Default and Election to Sell
23 Under Deed of Trust, does it refresh your recollection
24 as to when you were actually in default concerning the
25 mortgage loan?

1 A No.

2 Q Would it help if I directed your attention to
3 the second full paragraph that starts "This amount is
4 \$17,806.02"?

5 A No.

6 Q It does not help refresh your recollection?

7 A I just answered.

8 MR. GADDIS: Okay. We'll just go ahead and
9 point out that the Notice of Default identifies that,
10 as of May 24th, 2010, the borrower was \$17,806.02 in
11 arrears.

12 MS. STROMEYER: Objection. The document
13 speaks for itself.

14 MR. GADDIS: Okay.

15 Q Doctor, is Tim Halloran your brother?

16 A Relevance?

17 Q Is Tim Halloran your brother, Doctor?

18 A Is -- is that relevant to this case?

19 Yes, he's my brother.

20 Q Okay. Is he your older brother or younger
21 brother?

22 Do you understand my question?

23 A I do. You're asking me to reveal my age?

24 Q No, I'm asking you if Tim Halloran is your
25 older brother. How about that?

1 A No.

2 Q Is Tim Halloran your younger brother?

3 A Obviously.

4 Q Okay, Tim Halloran is your younger brother,
5 great.

6 Did you -- let me restate.

7 Do you recall when you contacted Tim Halloran
8 to contact GMAC on your behalf?

9 A No.

10 Q Are you aware that, in your complaint,
11 Paragraph Numbers 17, 18 and 19 -- if you could, just
12 for a second, review Paragraphs 17, 18 and 19.

13 Do these paragraphs refresh your recollection
14 as to when you contacted Tim Halloran to contact GMAC
15 on your behalf?

16 A Not precisely.

17 Q Do you recall that, in August 2010,
18 Mr. Halloran contacted GMAC on your behalf?

19 A I can't tell you when he did that. You would
20 have to ask him.

21 Q Did you ask Tim Halloran to contact GMAC on
22 your behalf?

23 MS. STROMEYER: Objection. Attorney-client
24 privilege.

25 You can answer if it doesn't include any

1 conversations between you and Mr. Halloran regarding
2 this litigation.

3 THE WITNESS: Ask that again.

4 BY MR. GADDIS:

5 Q Did you contact Mr. Halloran -- excuse me,
6 Tim Halloran -- let me restate.

7 Did you request that Tim Halloran contact
8 GMAC mortgage on your behalf?

9 MS. STROMEYER: Objection. May call for
10 attorney-client privilege and work product information.

11 You can answer if you do not disclose any of
12 the communications between you and Mr. Halloran related
13 to this litigation.

14 THE WITNESS: I wouldn't know how to answer
15 without revealing something.

16 BY MR. GADDIS:

17 Q I'm not asking the substance of any
18 conversation; I'm asking if you made a request to
19 Mr. Halloran to contact GMAC on your behalf.

20 A I think that would be revealing what I
21 shouldn't reveal.

22 MR. GADDIS: Counselor, are you contending
23 that all communications, even those preceding the
24 filing of this complaint in the lawsuit are covered by
25 attorney-client privilege with regards to

1 communications between Dr. Halloran and Tim Halloran?

2 MS. STROMEYER: Related to the -- yes,
3 related to the subject matter.

4 BY MR. GADDIS:

5 Q Doctor, did all loan modification
6 conversations concerning modification of the 2006 Deed
7 of Trust take place between Tim Halloran and GMAC
8 and/or its employees?

9 MS. STROMEYER: Objection. Vague and
10 ambiguous as to time.

11 BY MR. GADDIS:

12 Q Do you understand my question, Doctor?

13 A No.

14 Q In 2010, is it your understanding that any
15 negotiation concerning modification of the 2006 Deed of
16 Trust took place between Tim Halloran and GMAC?

17 A I have no way of knowing that.

18 Q At any time in 2010, did you have a
19 communication with GMAC regarding modification of the
20 2006 Deed of Trust?

21 MS. STROMEYER: And by communication, you
22 mean verbal communication?

23 MR. GADDIS: At this point, any type of
24 communication.

25 THE WITNESS: Not to my knowledge.

1 BY MR. GADDIS:

2 Q In 2011, did you have any communication with
3 GMAC concerning modification of the 2006 Deed of Trust?

4 A They sent me a note at some point in that
5 year that if I made three payments in February, March
6 and April, I think, that they would reconsider the
7 loan. And I sent those checks, and I had no verbal
8 communication with anybody.

9 Q Were those three checks and receipt of the
10 note, as you're referencing it, the only communications
11 you had with GMAC?

12 A To my knowledge.

13 Q Doctor, do you have Power of Attorney over
14 one Bernard Ward?

15 A Bernard Ward.

16 Q Bernard, excuse me.

17 MS. STROMEYER: Objection. May call for a
18 legal conclusion. But to the best of your knowledge,
19 you can answer that.

20 THE WITNESS: Yeah.

21 BY MR. GADDIS:

22 Q Do you recall when Mr. Ward executed that
23 Power of Attorney in your name?

24 A I don't recall.

25 Q Let's turn to your complaint again, and

1 that's Defendant's 4. It's still in front of you. And
2 review Paragraphs 20 through 24. I believe these
3 reference the note from GMAC that you mentioned a
4 second ago.

5 Paragraph 20 identifies that, "On or about
6 January 14th, 2011, Plaintiffs and GMAC entered into a
7 written Repayment Agreement." And that Repayment
8 Agreement is attached as Exhibit 1 to the complaint.

9 Let's review Exhibit 1, if you would. Please
10 take a second and review Exhibit 1, if you'd like. Or
11 not.

12 Let's look at the second full paragraph,
13 please. And it states, "Borrower acknowledges that
14 Lender is the legal holder and the owner, or
15 agent/servicer for the legal holder and owner, of the
16 Note and Security Instrument and further acknowledges
17 that if Lender transfers the Note, as amended by this
18 Agreement, the transferee shall be the Lender as
19 defined in this Agreement."

20 Did I read that correctly?

21 A Yes.

22 Q Do you see where the very first line of that
23 paragraph states that, "Lender is identified as the
24 legal holder and the owner or the agent/servicer for
25 the legal holder and owner"?

1 MS. STROMEYER: You're asking her if that's
2 what that document says?

3 MR. GADDIS: I'm asking her if she sees that,
4 yes.

5 THE WITNESS: Yeah, I can read.

6 BY MR. GADDIS:

7 Q Okay, thank you.

8 Let's jump over to Paragraph 41 of your
9 complaint, please.

10 Paragraph 41 reads, "At all times, GMAC
11 represented to Plaintiffs and Plaintiffs' agents that
12 they were the lender and held the promissory note and
13 had the actual and final authority to enter into
14 contracts related to the mortgage loan for the subject
15 property."

16 Did I read that correctly, Doctor?

17 A Yes.

18 Q Let's go back to Paragraph 25 of the
19 complaint, please.

20 Paragraph 25 reads, "On or about April 21,
21 2011, an individual who identified himself as an agent
22 at Loss Mitigation at GMAC informed counsel for
23 Plaintiff in a telephone conference that Plaintiffs
24 have been approved as of April 21, 2011 for a permanent
25 modified transitional modification to the loan with an

1 APR of 2.88 percent."

2 In this telephone conference, were you
3 present, Doctor?

4 A No.

5 Q How did you first learn that you were
6 approved for a modified mortgage?

7 A My attorney called me.

8 Q He called you.

9 Did he call you on April 21st, 2011 --

10 A I don't --

11 Q -- do you recall?

12 A I don't recall the date.

13 Q Did Mr. Halloran tell you over the phone the
14 proposed terms of the modification?

15 A Yes.

16 Q Do you recall what the proposed terms of that
17 modification were?

18 A Not precisely.

19 Q Let's please turn to Exhibit 3 of the
20 complaint. It should be a letter dated April 22nd,
21 2011.

22 If you could read out loud that second full
23 paragraph for the record, please.

24 A Who are you addressing?

25 Q You, Doctor.

1 A "I understand that, while it has been
2 approved, the paperwork may not arrive in time for a
3 May 1 payment date, and that my clients will proceed to
4 make the first payment on May 1 in a timely basis."

5 Q Did Mr. Halloran ever explain to you what he
6 believed the paperwork as identified in that paragraph
7 to be?

8 MS. STROMEYER: Objection. May call for
9 attorney-client communication.

10 MR. GADDIS: Counsel, are you instructing her
11 not to answer on that?

12 MS. STROMEYER: If you can answer without --

13 THE WITNESS: I can't answer the question.

14 BY MR. GADDIS:

15 Q For clarification sake, are you saying you
16 can't answer the question because you do not recall or
17 because you're nervous or anxious of divulging
18 privileged information?

19 A Both.

20 Q Did Mr. Halloran have conversations with you
21 about the alleged proposed modification of your
22 mortgage loan?

23 A I can't answer the question.

24 Q Why can't you answer that question, Doctor?

25 A Because I would be divulging something

1 between myself and my attorney.

2 MS. STROMEYER: You can tell him whether or
3 not you had the conversations; don't tell him the
4 content of the conversations.

5 BY MR. GADDIS:

6 Q Would you like me to restate the question?

7 A We had a conversation about it.

8 Q Okay. What did you guys talk about in that
9 conversation?

10 A That I'm not telling you. It's
11 attorney-client privilege.

12 Q Okay. What were your expectations with
13 regards to the proposed modification of your 2006 Deed
14 of Trust?

15 A Can you state that more specifically?

16 Q I will attempt.

17 What were your expectations as to agreeable
18 terms concerning any proposed modification of your 2006
19 Deed of Trust?

20 A What were my expectations?

21 Q Uh-huh.

22 A Define that.

23 Q You don't understand my question?

24 A Expectations?

25 Q Of the terms of any proposed modification to

1 the 2006 Deed of Trust.

2 A My expectations were for the contract to be
3 modified, as they stated to my attorney. My
4 expectation was for GMAC to live up to the contract
5 they made. My expectation was to keep my home.

6 Is there any other expectation that you would
7 like me to delineate?

8 Q Yes, there are.

9 A What?

10 Q Prior to the communications that you claim
11 were privileged of April 21st and 22nd, there had been
12 no proposed modification, correct?

13 A I don't know.

14 Q My question has to do with what terms were
15 you expecting to be able to pay on a modified mortgage
16 loan?

17 A I don't know.

18 Q You don't know because you are
19 unknowledgeable of the terms of the Deed of Trust?

20 A I don't know what you're asking.
21 Expectations. It's such a broad term.

22 What are you getting at?

23 Q Of the terms.

24 A What are you getting at? You're not --
25 you're not understandable.

1 Q Okay. The -- let's look at Defendant's
2 Exhibit No. 2. I believe that's the Deed of Trust.
3 And let's also pull Defendant's Exhibit No. 1, which is
4 the Adjustable Rate Note.

5 Let's look at the Adjustable Rate Note first.
6 Let's look at Paragraph 1, "Borrower's Promise to Pay."
7 The document states that you promise to pay \$905,000
8 back to the lender; is that correct?

9 MS. STROMEYER: Objection. The document
10 speaks for itself.

11 BY MR. GADDIS:

12 Q My question is, you have a \$905,000 note and
13 Deed of Trust.

14 Did you have any expectations as to the
15 amount, the principle amount, on a modified mortgage?

16 A No.

17 Q Let's look at Paragraph No. 2 under
18 "Interest."

19 The document states that there's an initial
20 fixed interest rate of 7.250 percent.

21 My question is, did you have any expectations
22 as to an interest rate --

23 A No.

24 Q -- for a modified mortgage?

25 A No.

1 Q Let's look at Paragraph -- excuse me,
2 Section 3B.

3 It states that the initial monthly payment
4 under your 2006 adjustable rate note would be
5 \$2,740.57.

6 My question is, did you have any expectations
7 as to an estimated monthly mortgage payment for any
8 modified mortgage?

9 A No.

10 Q Let's stay under Section 3, go to 3A.

11 It states that the maturity date under your
12 Adjustable Rate Note is November 1, 2046.

13 My question is, did you have any expectation
14 as to a maturity date under a modified mortgage note?

15 A No.

16 Q Do you recall in May of 2010 what your
17 obligated monthly mortgage payments were under the 2006
18 Deed of Trust?

19 A No.

20 Q Doctor, if you had no expectations of what
21 terms would be agreeable under the modified Deed of
22 Trust, how would you be able to judge what you could
23 could afford under a modified Deed of Trust?

24 A What are you asking me?

25 Q Do you not understand that question?

1 A I do not understand your question.

2 Q You had no expectations --

3 A Can you not use expectations.

4 Q What about that term do you find confusing?

5 A It's such a broad term, I don't know what
6 you're asking me.

7 Q I believe you do, Doctor.

8 A No, I don't.

9 Q Okay. I'll try and come up with a better
10 term.

11 A Use a synonym.

12 Q Well, I'm probably not as bright as you, so
13 it takes me a moment to come up with something, so hold
14 on please.

15 A That's rather hostile.

16 MS. STROMEYER: Is now a good time for a
17 break because I can use a restroom --

18 MR. GADDIS: Yes.

19 (Short Break Taken.)

20 BY MR. GADDIS:

21 Q Doctor, my question is, how could you know if
22 an offered modified loan would be agreeable in terms of
23 your ability to repay that loan if you were unaware of
24 the original terms of the Deed of Trust?

25 MS. STROMEYER: Objection. Compound. Lacks

1 foundation.

2 BY MR. GADDIS:

3 Q Do you understand my question?

4 A No.

5 Q When Tim told you -- excuse me.

6 When Mr. Tim Halloran told you the terms as
7 offered under the proposed modified mortgage, how did
8 you know if you were going to be able to abide by those
9 new terms and make timely monthly payments?

10 MS. STROMEYER: Objection. Assumes facts not
11 in evidence. Lacks foundation.

12 BY MR. GADDIS:

13 Q Do you understand my question?

14 A Are you asking me what my salary is?

15 Q No. We'll get to that.

16 I'm asking if you had any ability to
17 understand the proposed modified terms.

18 A The -- if somebody handed me a piece of paper
19 that's saying this is the loan amount you have to pay,
20 I know what my salary is, and I know what I can pay.

21 Q Okay. Did you make that determination when
22 Tim told you the terms -- the proposed terms under the
23 alleged modification?

24 A Do I know what my salary is and what I can
25 cover? Yeah.

1 Q That's not what my question was.

2 A Then you're going to have to restate the
3 question.

4 Q Okay.

5 A Because I don't understand it.

6 Q When Tim told you those terms, did you --

7 A Are you talking about this -- these terms?

8 Q No, that's fine. Let me be more precise.

9 Let's look at the letter dated April 22nd,
10 2011. I believe it's Exhibit 3 -- no, excuse me. Yes,
11 Exhibit 3 to the complaint.

12 Do you see where it lists terms?

13 A Yes.

14 Q Knowing your salary as you did in April 2011,
15 did you make the determination that, under these terms,
16 this was going to be a modified mortgage loan that you
17 could afford to make payments on?

18 A Yes.

19 Q Thank you.

20 That was based -- excuse me.

21 Was that based purely off your salary?

22 A The family income.

23 Q The family income.

24 What would be included in the title family
25 income?

1 A The two jobs I have to work to keep things
2 going and my husband's retirement.

3 Q Your husband's retirement.

4 Do you recall what the salary of the first
5 job would be?

6 A No, not off the top of my head.

7 Q Can you ballpark it for me?

8 A About a hundred thousand.

9 Q Would that be your position with -- I'm
10 sorry, I forget the hospital you're with.

11 A No, I'm not with a hospital; I'm with a
12 private office.

13 Q With a private office, okay.

14 What's the name of that office, Doctor?

15 A Pediatric Medical Group of San Francisco.

16 Q That's what I thought. I apologize for not
17 remembering.

18 So the hundred thousand --

19 A Approximately.

20 Q Approximately would be your salary with
21 Pediatric Medical Group of San Francisco.

22 What's the title of your second position?

23 A I'm still an M.D. It's Pediatric Referral
24 Group.

25 Q Can you describe some of your

1 responsibilities with the Pediatric -- I'm sorry, is it
2 Association of San Francisco?

3 A No. Pediatric Medical Group of
4 San Francisco.

5 Q Excuse me.

6 A I'm a doctor.

7 Q You're a doctor.

8 Does that mean you receive patients, treat
9 patients?

10 A Yes.

11 Q How does that differ from -- or it may not.

12 Can you describe some of your duties with the
13 Pediatric Referral Group.

14 A I see patients.

15 Q You see patients.

16 Is it a similar practice as to your practice
17 with Pediatric Medical Group of San Francisco?

18 A No, it's an after-hours group.

19 Q Okay. And do you recall ballpark about what
20 your salary was with that medical group?

21 A There is no salary; it's hourly.

22 Q Okay. What do you make an hour?

23 A Seventy-five dollars.

24 Q Approximately how many hours a week do you
25 work at the Pediatric Referral?

1 A It varies depending on shifts. I can't
2 estimate.

3 Q You can't estimate, okay. Is it 5 to 30
4 hours?

5 A No. It depends on when they need
6 pediatricians. We call it a moonlighting job.

7 Q Moonlighting job.

8 Do you recall -- and if you don't recall,
9 that's fine -- can you say approximately how many days
10 a week you do that?

11 A I -- it isn't days per week.

12 Q What would that be? Sorry.

13 A It's -- it's nights, it's evenings. And
14 sometimes it's once a month; sometimes it's once every
15 two months; sometimes it's twice a week. So it varies
16 depending on the need.

17 Q Okay. So those are the two positions of
18 employment that you currently hold.

19 Did you hold these positions of employment in
20 April of 2011, as well?

21 A Yes.

22 Q And there was another consideration of the
23 family income, correct?

24 A Yes.

25 Q What was that third consideration?

1 A My husband's retirement.

2 Q This would be his pension --

3 A Yes.

4 Q -- is that correct?

5 And do you recall what his pension amount is?

6 A I don't know what the yearly amount is. I
7 don't have it in here. It's about -- I want to say
8 about 3200 a month. And I could be wrong on specifics.

9 Q That's fine.

10 MR. GADDIS: I'm going to offer as
11 Defendant's 9 a letter from Mr. Timothy J. Halloran to
12 the Loss Mitigation Department dated August 24th, 2010.
13 This letter is Bates stamped WARD 000020 through WARD
14 000035.

15 (Deposition Exhibit 9 was marked for
16 identification by the court reporter.)

17 THE WITNESS: I can't read what it says
18 except for, "Please be aware." I have no idea what it
19 says.

20 MR. GADDIS: I understand. It's hard for me
21 to read, as well.

22 Q So the title page, the first full paragraph
23 reads, "Enclosed please find the request for loan
24 modification of Bernard Ward and Colleen Halloran. I
25 have also attached a copy of the legal authorization

1 for negotiation on behalf of my clients in this regard.
2 Please respond as soon as possible so that we may
3 discuss the potential loan modification.

4 Very truly yours, Timothy J. Halloran."

5 Do I read that correctly, Doctor?

6 A Yes.

7 Q Do you recall Mr. Halloran sending this
8 packet to the Loss Mitigation Department on your
9 behalf?

10 A No.

11 Q If you could turn to WARD 000022.

12 I know it's difficult to read, but if we can
13 look at the first block, and the very last section of
14 that block.

15 Do you see where it's handwritten with some
16 additional type?

17 A I can't read it.

18 Q Yeah, I'm sorry. It's terrible.

19 It states, "If there are additional
20 liens/mortgages or judgments on this property, please
21 name persons, company or firm and their telephone
22 numbers."

23 And it looks like someone has handwritten in
24 number one, "Chase Second Mortgage, \$58,000."

25 Do you see that?

1 A It could be.

2 Q Do you see right below that, where it's
3 number two, and it states, "Lien, \$100,000 from U.S.
4 District Court as bail for Bernard Ward"?

5 Do you see that, Doctor?

6 A Yes.

7 Q So these are the additional liens as of
8 filing -- I should say as of the submission of this
9 letter encumbering the subject property?

10 MS. STROMEYER: Objection. Lacks foundation.

11 Did you fill this out?

12 THE WITNESS: It looks like it could be my
13 handwriting, but I really can't read it.

14 BY MR. GADDIS:

15 Q Do you recall filling a modification packet
16 out?

17 A I do recall.

18 Q Okay. There's some more handwriting on 23,
19 if you could review that.

20 Is that your handwriting?

21 A I -- I do -- I can identify the bottom part
22 here. I can recall writing this. This is cut off. So
23 I don't know what that says.

24 Q After because of, that becomes illegible?

25 A And I can't read any of this stuff.

1 Q Are you able to discern if this is your
2 handwriting, Doctor?

3 A This is my handwriting. I don't know about
4 this.

5 MS. STROMEYER: By this, you mean the top
6 portion?

7 THE WITNESS: The top portion.

8 MS. STROMEYER: Just for the record.

9 MR. GADDIS: Fine, thank you.

10 Q And if you could turn to Ward 27.
11 Do you see the signature line, Doctor?

12 A That I can read.

13 Q Okay. Can you please read that into the
14 record.

15 A Colleen M. Halloran, Power of Attorney for
16 Bernard V. Ward. Colleen M Halloran, 8 something 10.

17 Q Okay. So that is your signature as Power of
18 Attorney for Mr. Ward under Borrower's signature block.
19 And then again, is that your signature under
20 Co-Borrower signature block?

21 A Yes.

22 Q If you could turn to Ward Number 31, please.
23 Can you identify that for the record?

24 A It looks like a pay stub.

25 Q Is that a pay stub from the Pediatric Medical

1 Group?

2 A Yeah. I think so. Yeah, it says it right
3 here.

4 Q There we go, thank you.

5 And does it give a basic -- excuse me -- a
6 pay rate? Does it identify pay rate?

7 A It identifies gross.

8 Q Does it identify a net pay?

9 A 3189 net pay.

10 Q \$3,189.94; is that correct, Doctor?

11 A Correct.

12 Q So as of August 2010, that's your net pay,
13 looks to be a bi-monthly pay schedule; is that correct?

14 A That's correct. There's been a pay raise
15 since then, but yeah.

16 Q Do you recall what that raise is?

17 A No.

18 Q Is it a couple hundred dollars raise or a
19 substantial thousand dollars raise?

20 A I don't recall.

21 Q Don't recall, that's fine.

22 MR. GADDIS: I'd like to offer Defendant's
23 10, a letter dated September 9th, 2010 from Timothy
24 Halloran to the Loss Mitigation Department identified
25 as WARD 000087 through WARD 000088.

1 (Deposition Exhibit 10 was marked for
2 identification by the court reporter.)

3 BY MR. GADDIS:

4 Q Once again, it's in small print, but, Doctor,
5 are you able to read this document?

6 A All right. What's your question?

7 MS. STROMEYER: Are you able to read the
8 document?

9 THE WITNESS: Yes.

10 BY MR. GADDIS:

11 Q Let's look at the first page, the last
12 paragraph, where it begins "Accordingly."

13 Do you see that, Doctor?

14 A Yes.

15 Q It says, "Accordingly, in order to avoid any
16 further issues or potential litigation, my client is
17 prepared to offer the following terms for resolution of
18 this issue."

19 Term Number 1, "The total outstanding
20 reinstatement balance is \$31,033.93 as of September 1,
21 2010, according to your company. My client will
22 immediately pay \$6,800 of that sum, leaving a balance
23 of \$24,233.93."

24 Did I read that correctly, Doctor?

25 A Yes.

1 Q Were you aware that, in September of 2010,
2 you were \$31,033.93 in arrears on your subject mortgage
3 loan?

4 A No.

5 Q Were you aware in September 2010 that you
6 were in arrears on your mortgage loan?

7 A Yes.

8 Q Let's look at Item Number 2 on the next page,
9 please.

10 "My client will continue to make monthly
11 payments of \$3,400, which includes an impound for taxes
12 and insurance."

13 Did I read that correctly, Doctor?

14 A Yes.

15 Q Had you begun making monthly payments of
16 \$3,400 prior to September 2010?

17 MS. STROMEYER: That's a little vague.
18 Immediately prior or at some point prior?

19 MR. GADDIS: I was going to get to that.

20 THE WITNESS: I don't recall.

21 BY MR. GADDIS:

22 Q You don't recall.

23 In August of 2010, do you recall making a
24 monthly mortgage payment of \$3,400?

25 A No.

1 Q At any time in the calendar year of 2010, do
2 you recall making a monthly mortgage payment of \$3,400?

3 A No.

4 Q Item Number 3, please. "My client will make
5 an additional payment of \$403 per month over five years
6 to pay off the arrearages on the sum. Totally monthly
7 payments beginning in October will be \$3,808.90."

8 Did I read that correctly?

9 A Yes.

10 Q So at that time -- let me restate.

11 Did you believe in September of 2010 that you
12 could make monthly mortgage payments of \$3,808.90 on
13 your monthly mortgage payments?

14 A I don't remember ever seeing this. But I
15 probably could have.

16 Q When you say you don't remember seeing this,
17 do you mean this document, Doctor?

18 A Yes.

19 Q Do you recall having conversations with Tim
20 Halloran about negotiating payments so as to pay off
21 your arrears due on your monthly mortgage?

22 A I don't recall specifically this number.

23 Q Do you recall taking part in drafting this
24 document?

25 A No.

1 MR. GADDIS: I'm going to offer as
2 Defendant's 11 a letter from Tim Halloran to the Loss
3 Mitigation Department dated November 10th, 2010
4 identified as WARD 000070 through WARD 000073.

5 (Deposition Exhibit 11 was marked for
6 identification by the court reporter.)

7 BY MR. GADDIS:

8 Q Feel free to review if you'd like.

9 MS. STROMEYER: Are you ready?

10 THE WITNESS: What's the question?

11 MS. STROMEYER: He just wants to give you
12 enough time. So when you're ready.

13 THE WITNESS: Yeah.

14 BY MR. GADDIS:

15 Q First paragraph, first page reads, "Pursuant
16 to our negotiations, enclosed please find a copy of
17 payroll and pension benefit deposits."

18 Did I read that correctly, Doctor?

19 A Yes, you did.

20 Q Do you know what negotiations Mr. Halloran is
21 referring to here?

22 A No.

23 Q Had you taken part in any negotiations with
24 GMAC concerning modification of your mortgage loan?

25 A No.

1 Q Had Mr. Halloran spoken to you about any
2 previous negotiations? When I say previous, I mean
3 prior to November 10th, 2010.

4 A I don't recall.

5 Q Let's turn to the third page. It should be
6 Bates stamped Ward 000072, but apparently that is cut
7 off. There is a page with no Bates stamp number.

8 Does this appear to be another pay stub from
9 the Pediatric Medical Group, Doctor?

10 A Appears to be.

11 Q And do you see where it identifies net pay?

12 A Yeah.

13 Q What's the amount under net pay, Doctor?

14 A 3357.87

15 Q Is that your current rate of pay, or have you
16 had another increase?

17 A I don't recall. I don't recall exactly.

18 Q That's fine. And the pension benefit there
19 we've been alluding to concerning your husband,
20 Mr. Ward, is that amount identified on the second page
21 of this document under Bates stamped number WARD 71?

22 A It doesn't give monthly. It's year to date.

23 Q But it's your understanding that the monthly
24 amount is approximately \$3200 a month?

25 A Approximately after they take taxes out.

1 Q Okay.

2 A Or -- 32 to 34, something like that.

3 Q Okay. I apologize, I spoke over you.

4 Did you say 32 to 34?

5 A Yeah. I don't know the precise amount

6 because I changed the register in my -- in my

7 checkbook. So I don't have the last deposit.

8 Q That's just fine.

9 Five more minutes, and we'll break.

10 MR. GADDIS: I'd like to offer Defendant's
11 12, a document dated November 16th, 2010. It's a
12 letter from Timothy J. Halloran to the Loss Mitigation
13 Department. It's identified as Ward 000080 through
14 WARD 000084.

15 (Deposition Exhibit 12 was marked for
16 identification by the court reporter.)

17 BY MR. GADDIS:

18 Q Once again, I apologize for the small print.
19 But, Doctor, if you'd like to review this document for
20 a moment.

21 A I can't read it.

22 Q Do you recall submitting financial documents
23 to your brother, Tim Halloran, so that he could submit
24 a modification package to the Loss Mitigation
25 Department at GMAC?

1 A I recall, but I don't know whether these are
2 they because I can't read them.

3 Q I understand.

4 Did you take any part in the drafting of the
5 November 16th, 2010 letter in front of you?

6 A No.

7 Q To back up, did you take any part in the
8 drafting of the November 10th, 2010 letter previously
9 identified as Defendant's Exhibit 11?

10 A No.

11 Q Once again, I apologize if you already
12 answered, but did you take part in the drafting of the
13 September 9th, 2010 letter identified as Defendant's
14 Exhibit 10?

15 A No.

16 MR. GADDIS: That's a fine place to stop
17 right there. Let's say come back at 1:15.

18 MS. STROMEYER: Okay.

19 (Lunch Break Taken.)

20 BY MR. GADDIS:

21 Q Let's turn to the complaint. I believe that
22 is Defendant's Number 4.

23 And let's look at Exhibit No. 3, please.
24 It's the April 22nd, 2011 letter.

25 Now, you may have already answered this

1 question. If you have, I apologize. But for
2 clarification sake, the conversation that is mentioned
3 in this letter was not a conversation that you were a
4 party to is that correct, Doctor?

5 A Correct.

6 Q And the information that was divulged in that
7 conversation concerning your mortgage -- excuse me,
8 concerning the modification of your mortgage was a
9 conversation between loss mitigation and Timothy
10 Halloran; is that correct?

11 MS. STROMEYER: If you know.

12 THE WITNESS: Well, it wasn't with me. I
13 don't know if it was with Tim.

14 BY MR. GADDIS:

15 Q And what information did Tim convey to you
16 about that conversation?

17 MS. STROMEYER: Objection. May call for
18 attorney-client communications.

19 However, to the extent it involves the terms
20 of the loan, if you relied on that as a communication
21 from your mortgage holder, GMAC, you can answer the
22 question.

23 THE WITNESS: I don't recall any specifics.
24 I -- I don't recall any specifics of the conversation.
25 I was between patients, and he called me and just said

1 they approved the modification. So it wasn't a long
2 conversation.

3 BY MR. GADDIS:

4 Q Okay. Did he express any terms in that
5 conversation that you recall?

6 A Not that I recall.

7 Q And do you remember -- let me restate, excuse
8 me. Did you discuss the terms of the proposed
9 modification with Mr. Halloran after he phoned you to
10 inform you that the modification had been approved?

11 A We probably did. I just don't remember when.

12 Q You don't remember a conversation like that
13 at all, Doctor?

14 A I -- I -- you know, he probably told me. I
15 just don't remember when or what the specifics were.

16 Q Okay. Did Mr. Halloran -- when I say
17 Mr. Halloran, I'm referring to Tim -- did he tell you
18 what paperwork you should be expecting concerning the
19 proposed modification of your mortgage loan?

20 A No. Not that I recall.

21 Q Do you have any understanding of what the
22 term the paperwork in the April 22nd, 2011 letter
23 references?

24 A No.

25 Q Did Tim ever tell you what they told him the

1 paperwork would be?

2 A I -- I really don't know. I don't recall.

3 Q Okay.

4 MS. STROMEYER: Can I talk to you for a
5 second?

6 THE WITNESS: Uh-huh.

7 (Short Break Taken.)

8 MR. GADDIS: Can you read the last question
9 and answer back, please.

10 (Record Read.)

11 MR. GADDIS: Thank you.

12 THE WITNESS: Can I go back for just a
13 second?

14 MR. GADDIS: Of course.

15 THE WITNESS: Although I don't remember a
16 specific conversation, he said there would be paperwork
17 coming, which I would assume to be something from the
18 company saying how much the mortgage was going to be,
19 what the terms were.

20 MR. GADDIS: Okay.

21 THE WITNESS: I don't remember specifically
22 when he told me that. And I can't tell you exactly
23 what he told me. But I was expecting papers confirming
24 the new contract.

25 Q Okay. I understand. And feel free, if you

1 feel like you need to amend an answer, give a fuller
2 answer to any question I ask, just let me know, and we
3 can always go back on the record and correct it. Don't
4 feel like you're stuck with your first answer.

5 Let's look at Paragraph 28 of the complaint,
6 please. That's Page 5. It reads, "On or about
7 April 28th, 2011, GMAC sent the paperwork --

8 A Where are you?

9 Q I'm sorry. Paragraph 28 --

10 A Okay.

11 Q -- start over.

12 "On or about April 28th, 2011, GMAC sent the
13 paperwork to Plaintiffs' counsel via United States mail
14 in the form of a letter confirming that the traditional
15 permanent loan modification was approved on April 21,
16 2011, with an effective date of May 1, 2011."

17 Did I read that first sentence correctly,
18 Doctor?

19 A Yeah.

20 Q So from your allegation, you believed the
21 letter dated April 28th, 2011 from GMAC and attached as
22 Exhibit 5 to your complaint to be the paperwork that
23 was referenced in Mr. Halloran's April 22nd letter?

24 MS. STROMEYER: Objection. Assumes facts not
25 in evidence. Lacks foundation. She wasn't the author

1 of Mr. Halloran's letter and doesn't know what
2 Mr. Halloran meant by the paperwork, and she's already
3 testified to that effect.

4 BY MR. GADDIS:

5 Q Doctor, to the extent you're alleging in
6 Paragraph 28 that that is, in fact, the paperwork?

7 MS. STROMEYER: Again, just because the word
8 paperwork is used in two different places, that doesn't
9 necessarily mean it means the same thing. She doesn't
10 know what Mr. Halloran meant, and she's already
11 testified to that effect.

12 Have you reviewed that?

13 THE WITNESS: Yes, I've read that.

14 MS. STROMEYER: Okay.

15 BY MR. GADDIS:

16 Q And my question, Doctor, is it your
17 understanding that this letter is, in fact, the
18 paperwork as referenced in April 22nd, 2011 letter from
19 Mr. Halloran?

20 A I'm not really sure what paperwork GMAC was
21 talking about, but that's the only paperwork that I
22 saw.

23 Q Okay. And it's also your allegation that
24 this, in fact, is the loan modification agreement, this
25 April 28th, 2011 letter; is that true?

1 A It sure looks like it to me.

2 Q So this, in your mind, was the paperwork that
3 you were expecting from GMAC regarding the modification
4 agreement concerning your mortgage loan?

5 MS. STROMEYER: Objection. Misstates her
6 testimony.

7 THE WITNESS: I don't know what paperwork was
8 alluded to here. The only paperwork I saw was that
9 letter.

10 BY MR. GADDIS:

11 Q Is there a signature on the April 22nd, 2011
12 letter?

13 MS. STROMEYER: That's Exhibit 5?

14 MR. GADDIS: Yes, ma'am.

15 THE WITNESS: Where is that? Is there a
16 signature on it?

17 BY MR. GADDIS:

18 Q Uh-huh.

19 A There are two initials.

20 Q What do those initials read, please?

21 A DC.

22 Q Do you have any idea who DC is?

23 A I didn't write the letter. I don't know who
24 DC is.

25 Q Okay. Is your signature on this letter

1 anywhere?

2 A No.

3 Q Is Mr. Ward's signature on this letter
4 anywhere?

5 A No.

6 Q Is Mr. Halloran -- Mr. Timothy J. Halloran's
7 signature on this letter anywhere?

8 A No.

9 Q Let's go back to Exhibit 3 quickly, please.

10 A Does that --

11 Q Is your signature on this document?

12 A No.

13 Q Is Mr. Ward's signature on this document?

14 A No.

15 Q Who is the only signature that you see on
16 this document?

17 A Timothy Halloran.

18 Q And this April 22nd, 2011 letter, did you
19 take any part in drafting this letter?

20 A No.

21 Q Did you know that Mr. Halloran was sending
22 this letter off on your behalf?

23 A I knew he was going to send a letter off. I
24 did not type it. I did not preapprove it. I did not
25 proofread it. I knew he was going to send a letter.

1 Q I understand.

2 Sorry to keep flipping back and forth on you,
3 but if we could go back to Exhibit 5.

4 Do you see any term referenced in this
5 document as to the maturity date of your mortgage loan?

6 A No.

7 Q Do you see any term in this document
8 referencing the modified principle under a modified
9 mortgage loan?

10 A It says it includes the principle and
11 interest.

12 Q Now, correct me if I read this wrong, but as
13 indicated -- let me start over. This is the second
14 full sentence of the second full paragraph, which
15 reads, "As indicated in your correspondence, the
16 scheduled monthly payment of \$3,253.24 includes the
17 principle and interest payment being \$2,678.12."

18 Is that correct?

19 A That's correct.

20 Q Is that what you're alluding to when you say
21 includes the principle and interest?

22 A That's what the sentence reads.

23 Q My question was, do you see anything that
24 references a modified principle in this document?

25 A It doesn't modify -- it says, it includes the

1 principle and interest payment being \$2,678.12.

2 Q Do you understand what I'm asking when I
3 reference to a modified principle amount? I'm
4 referring to the principle amount of the entire loan.

5 A No.

6 Q You don't understand that, or you don't see
7 it in here?

8 A Why would it be in here? It's telling me
9 what my payment is supposed to be with interest and
10 principle.

11 Q Are you --

12 A The loan amount hasn't changed.

13 Q How do you know that?

14 A Because you --

15 Q It modifies your mortgage loan, correct?

16 A Because you alluded to, in one of your other
17 documents, what the principle was.

18 Q This is the modified agreement per your
19 allegations, correct?

20 A Correct.

21 Q I'm asking, is there a principle amount
22 identified in this modified agreement?

23 A There is a principle. The principle --
24 \$3,253.24 includes the principle and interest payment.
25 It says right here principle.

1 Q Okay. So it's your understanding from this
2 document that the principle amount on your modified
3 mortgage loan is \$3,253.24?

4 A Correct.

5 Q Is that correct?

6 MR. GADDIS: Counselor?

7 MS. STROMEYER: I'm going to object because I
8 feel like you're using these terms in different ways.
9 And that misstates the testimony.

10 He's using a term of art -- not a term of
11 art, but the total principle amount for the loan.

12 MR. GADDIS: If you have an objection, please
13 make it. Please don't instruct.

14 MS. STROMEYER: Can you read back the
15 question again.

16 BY MR. GADDIS:

17 "Q Do you understand what I'm asking
18 when I reference to the modified principle
19 amount? I'm referring to the principle amount
20 of the entire loan.

21 "A No.

22 "Q You don't understand that or you
23 don't see it in here?

24 "A Why would it be in here? It's
25 telling me what my payment is supposed to be

1 with interest and principle.

2 We talk over each other here for a second.

3 "Q This is the modified agreement per
4 your allegations, correct?

5 "A Correct.

6 "Q I'm asking, is there a principle
7 amount identified in this modified agreement?

8 "A There is a principle. The principle
9 of \$3,253.24 includes the principle and
10 interest payment. It says right here
11 principle.

12 After having read that, I'll ask one more
13 time and try to be as clear as possible, do you see the
14 total amount of the modified principle identified in
15 the April 28th, 2011 letter?

16 A It's not a very well-written letter, but I
17 imagine if that question was in my mind, I could have
18 called 1-800-850-4622. But it looked to me that this
19 was the new agreement.

20 Q I understand that.

21 And so is it your testimony that the
22 principle as identified is \$3,253.24?

23 A This was all the information I needed to
24 believe that this was a valid contract.

25 Q Okay. My question was, is it your testimony

1 that you believe the principle of your modified
2 mortgage loan to be \$3,254.24?

3 A That would be a monthly.

4 Q Okay. Do you see a modified principle amount
5 in this document?

6 A I didn't write the document.

7 Q Ma'am, I'm asking if you see it. Is it
8 identified in this document?

9 A I didn't think it was important. I don't --
10 I don't believe it's important. I believe that this
11 told me that this was what my new payment was going to
12 be.

13 Q Uh-huh.

14 A I believe that they wrote this in good faith
15 and that I was going to be acting in good faith making
16 the payments until my home was paid for.

17 Q But how would you be able to tell when your
18 home was paid for if you had no idea what the total
19 amount of the principle was on the modified mortgage?

20 A Are you calling me stupid?

21 Q No, I'm asking you a question, ma'am.

22 A I don't know.

23 Q Okay. Outside of the statement, an effective
24 due date of May 1, 2011, do you see -- excuse me, let
25 me restate.

1 Outside of the identified effective date of
2 the alleged modification, do you see any payment due
3 dates as identified in this April 28th, 2011 letter?

4 A This --

5 MS. STROMEYER: Objection as to payment due
6 dates. Vague and ambiguous.

7 BY MR. GADDIS:

8 Q Do you understand my question, Doctor?

9 A I would assume that it's due the 1st of every
10 month. Because the first one is due May 1st, 2011.

11 Q That's your assumption based off of this
12 letter, correct?

13 A That's my understanding from this verbiage.

14 Q Okay.

15 Q But you would not know for sure based off the
16 verbiage from this letter; is that correct?

17 A Oh, I've never had a -- a lender that changed
18 due dates month to month. So I would assume that this
19 was the permanent date, the 1st of every month.

20 Q And you've had mortgage loans before,
21 correct?

22 A Correct.

23 Q Correct. This is not your first mortgage
24 loan, correct?

25 A No, it's not our first mortgage loan.

1 Q Is this your first attempt to modify a
2 mortgage loan?

3 A It's my first attempt, yeah.

4 Q Are you alleging that this was not Mr. Ward's
5 first attempt?

6 A I don't know if he's ever done it before.

7 Q Being experienced -- or having previous
8 experience with mortgage loans, do you believe that
9 this April 28th, 2011 letter identifies all the
10 necessary terms for you to understand exactly what the
11 modification agreement would be between you and GMAC?

12 A Gosh. As a doctor, I trust that -- and
13 perhaps it's not realistic -- I trust that people are
14 being honest with me. I'm not a banker, I'm not a
15 lawyer.

16 This, to me, honestly says these are the
17 terms of your negotiation to redo the payments. If I'm
18 lied to, I don't know. If they lied, I don't know.
19 But this to me says, the deal is done.

20 Q Okay. This to you says the deal is done even
21 though you never signed a modification agreement; is
22 that correct?

23 A This to me says --

24 Q That was not my question, ma'am. Ma'am,
25 there's -- okay. I thought you were walking out.

1 Do you want me to have the question read
2 back?

3 A You didn't finish it.

4 Q My question is --

5 MR. GADDIS: Actually, I need to have the
6 question read back. Can you read back what my question
7 was.

8 (Record Read.)

9 THE WITNESS: This says the deal is done.
10 BY MR. GADDIS:

11 Q And my question was, have you ever had a
12 contract that you did not sign?

13 A Have I ever had a contract that I haven't
14 signed?

15 Q Let me restate. Have you had a mortgage loan
16 contract that you have not put your signature to?

17 Are you referring to Defendant's 2, the Deed
18 of Trust.

19 A (Witness nods head.)

20 Q Let's go ahead and look at that one.

21 Dr. Halloran, is that your signature --

22 A Oh, that's not the right one. It's the other
23 one. Where's the other one?

24 Q You're referring to the Adjustable Rate Note
25 with Mr. Ward's signature; is that correct?

1 And this is Defendant's 1, Adjustable Rate
2 Note.

3 Do you have Power of Attorney over Mr. Ward?

4 A I didn't then.

5 Q I'm asking, do you have Power of Attorney
6 over Mr. Ward concerning modification of the 2006 Deed
7 of Trust?

8 A Yes.

9 Q As such, all negotiations were made on your
10 behalf through Mr. Ward; is that correct?

11 A Through Mr. Ward?

12 MS. STROMEYER: Objection. Doesn't make
13 sense.

14 MR. GADDIS: Sure.

15 Q All negotiations between Mr. Halloran and
16 GMAC to modify the 2006 Deed of Trust were made to
17 Mr. Halloran based off of your Power of Attorney over
18 Mr. Ward; is that correct?

19 MS. STROMEYER: Read it back. I think he
20 swapped a name.

21 (Record Read.)

22 MS. STROMEYER: I feel like that -- I don't
23 know. That question to me is --

24 BY MR. GADDIS:

25 Q Do you understand my question, Doctor?

1 A I mean, I understand English, I just don't
2 understand your question.

3 Q My question is -- you're right. I should
4 say, the statement is you're right, you were not a
5 signatory on the Adjustable Rate Note, Mr. Ward is.

6 You were attempting to modify the 2006 note
7 and Deed of Trust. The only way that GMAC could
8 possibly have communications with you about modifying
9 the 2006 adjustable rate note is if you had Power of
10 Attorney over Mr. Ward.

11 You submitted that Power of Attorney through
12 your attorney, Tim Halloran, so that he could negotiate
13 modification of the 2006 Deed of Trust and note on your
14 behalf. Otherwise, you cannot talk to --

15 A Where is your question?

16 BY MR. GADDIS:

17 Q -- GMAC.

18 A Where is your question?

19 Q My question is, you have Power of Attorney
20 over Mr. Ward?

21 A Yes.

22 Q You have a third authority through that Power
23 of Attorney to modify the mortgage; is that correct?

24 A Yes.

25 Q My question is, why is your signature not on

1 a single document concerning modification of the
2 \$900,000 Deed of Trust at issue?

3 A The -- you're bringing up the principle. I
4 never saw that. You're telling me that it's not here.
5 I don't know that that's still the price.

6 Q No, we've made that clear. You have no idea
7 what the principle under the modified mortgage is,
8 that's correct.

9 Under the original 2006 Deed of Trust, the
10 principle amount --

11 A At that point in time, I had no Power of
12 Attorney over my husband.

13 MS. STROMEYER: Let him finish his question.
14 There's no question pending, so why don't you let him
15 finish his question.

16 BY MR. GADDIS:

17 Q You were asking how I know what the principle
18 amount is, it's because it's identified in the 2006
19 Deed of Trust, which you did sign.

20 A But that's not what you were asking. You
21 were asking about the modification sheet.

22 Q Yes. And there's no principle identified
23 there, is there?

24 A You answered your own question.

25 Q I asked you a question.

1 Is there a principle identified in the
2 April 28th --

3 A There is a word called principle right there.

4 Q Okay. Okay.

5 Did you and Mr. Halloran have any
6 conversation about these terms as identified in the
7 April 28th, 2011 letter?

8 MS. STROMEYER: Objection. May call for
9 attorney-client conversation. It's incredibly broad
10 saying any conversation about the terms. I mean, we're
11 in litigation about the terms; we've been having
12 conversations for months.

13 BY MR. GADDIS:

14 Q Do you understand my question, Doctor?

15 A I understand. But I don't think it's
16 something I should answer.

17 MR. GADDIS: And I want this actually to be
18 on the record. We believe that communications between
19 Mr. Halloran and Dr. Ward are significant --

20 THE WITNESS: I'm Dr. Halloran.

21 MR. GADDIS: Oh, excuse me. You're right. I
22 apologize.

23 Between Tim Halloran and Dr. Halloran are of
24 significance because, as she stated earlier, she has
25 never communicated with GMAC regarding modification of

1 this GMAC loan. All communications were made from Tim
2 Halloran to GMAC and from GMAC to Tim Halloran.

3 We need to know what those conversations
4 contained in order to determine what she thought she
5 was signing -- actually, not signing, she didn't sign
6 anything.

7 What Dr. Ward believed --

8 THE WITNESS: Dr. Halloran.

9 MR. GADDIS: I apologize, excuse me.

10 Dr. Halloran believed the modified terms to
11 be --

12 THE WITNESS: This is what I believed.

13 MR. GADDIS: I understand.

14 That's why we want to know exactly what was
15 communicated from Tim Halloran to Dr. Halloran.

16 Are you claiming that those communications
17 are privileged, as well?

18 MS. STROMEYER: I mean, it depends -- you're
19 asking me whether or not attorney-client privilege is
20 going to be asserted for every communication between
21 Dr. Halloran and Tim Halloran regarding the terms of
22 the loan contract?

23 MR. GADDIS: Not just the terms but just also
24 what was going on here. The negotiations back and
25 forth. Tim Halloran uses the term negotiation several

1 times in the letters that we've already put into
2 evidence.

3 MS. STROMEYER: Uh-huh.

4 MR. GADDIS: And she was not party to those
5 negotiations nor a drafter of those letters or privy to
6 conversations between GMAC and Mr. Halloran.

7 MS. STROMEYER: You're not entitled to the
8 reasons behind an attorney's negotiations, why they put
9 forth certain provisions. She provided information to
10 him in confidence as part of this loan modification.
11 And those are attorney-client communications.

12 MR. GADDIS: Okay. I state this because --
13 no. I understand your statement. Okay. We'll just
14 leave it as that.

15 Q Dr. Halloran, is it your testimony that your
16 entire understanding of the alleged modification of
17 your permanent mortgage loan is contained in the
18 April 28th, 2011 letter?

19 A It was the 22nd, wasn't it? 22nd.

20 Q The 22nd is the letter where Tim Halloran is
21 allegedly confirming conversation that he had with a
22 GMAC employee, which you were not privy to.

23 A So what is your question?

24 Q Is it your testimony that the entire -- that
25 your entire understanding of the alleged modification

1 of your mortgage loan is contained in the April 28th,
2 2011 letter?

3 A Yeah, that's my understanding.

4 Q Okay.

5 MR. GADDIS: Off the record real quick.

6 (Short Break Taken.)

7 BY MR. GADDIS:

8 Q Dr. Halloran, it is your understanding that
9 you were approved in April of 2011 for a loan
10 modification; is that correct?

11 A Correct.

12 MR. GADDIS: I'm going to present Defendant's
13 13. It is a document with Porter, Michael - TX at the
14 very top. It is WARD 000041 through 000042.

15 (Deposition Exhibit 13 was marked for
16 identification by the court reporter.)

17 BY MR. GADDIS:

18 Q Dr. Halloran, have you seen this document
19 before?

20 A No.

21 Q Under -- I should say at the very top, where
22 it says sent.

23 Do you see that section?

24 A Uh-huh.

25 Q What is that date?

1 A April 7, 2011.

2 Q And I'm going to read the very top of this
3 document. It says "Hello, Michael."

4 It looks like it should say office.

5 "Is pleased to advise you that your loan
6 modification request is approved as follows."

7 Did I read that correctly?

8 A Yes.

9 Q Is there a section for terms in this
10 document?

11 A Yes.

12 Q And under the column Modified/New, what is
13 that figure under the Modified/New column?

14 A \$1,129,853.88.

15 Q And is there a row identified as Interest
16 Rate?

17 A Yes.

18 Q And under the Modified/New column, what are
19 the identified interest rates?

20 A 2.875, 3.875, 4.86.

21 Q Is there a -- the very last row reads,
22 "Modification Effective Date"; is that correct?

23 A That's correct.

24 Q And what is the identified date?

25 A 4/1/2011.

1 Q If we could turn to Exhibit 3 again, please.

2 Let me change that. Let's turn to Exhibit 5,
3 sorry. Of the complaint. Excuse me. I believe it's
4 Defendant's 4, Exhibit 5.

5 What's the identified effective date in this
6 document, Dr. Halloran?

7 A Once again, May 1st, 2011.

8 Q Is that the same effective date as identified
9 in Defendant's Exhibit 13?

10 A What is this?

11 MS. STROMEYER: I'm going to object in that
12 it lacks foundation. I don't know that there's --
13 BY MR. GADDIS:

14 Q Do you understand my question?

15 A I don't understand why I'm looking at this.
16 It's not mine.

17 Q No, you did not draft this document.

18 Is the identified modification effective date
19 the same as the identified modification date in the
20 April 28th, 2011 letter?

21 A Well, this says April 1st, and this says
22 April 28th, so they can't be the same.

23 Q Let me clarify. The modification effective
24 date on Defendant's Exhibit 13 is identified as
25 April 1st, 2011, correct?

1 A Correct.

2 Q Okay. And you have never seen this document
3 before?

4 A It's to somebody named Michael Porter, who I
5 don't know.

6 Q Okay. Your counsel has not shown you this
7 document?

8 A I don't believe I've ever seen it.

9 Q Okay. Were you aware that those were the
10 terms that you were approved for concerning your
11 modification?

12 MS. STROMEYER: Objection. Lacks foundation.
13 Assumes facts not in evidence.

14 You can answer.

15 THE WITNESS: Well, it's written by Deborah
16 Curry, and it went to Michael Porter. Nowhere here is
17 it sent to Colleen Halloran.

18 BY MR. GADDIS:

19 Q So your answer would be?

20 A Nowhere on here is it written to Tim
21 Halloran.

22 So how can my counsel have shown it to me?

23 Q This was actually produced to your counsel at
24 a date post filing of your complaint.

25 Your counsel has not shown you that document,

1 correct?

2 A I've not seen -- I've never seen this.

3 Q Okay.

4 A I don't know who Deborah Curry is. I don't
5 know who Michael Porter is.

6 Q Okay. So you're not aware of those approved
7 loan modification terms.

8 Are you aware of the approved modification
9 terms presented to your counsel in August -- excuse me,
10 on August 15, 2011?

11 MS. STROMEYER: I'm going to object that it
12 misstates her testimony. Her testimony was not that
13 she was aware that she was approved for this. Her
14 testimony was that she was not aware of this document,
15 and she doesn't know what this document is. I believe
16 that was her testimony. And I'm also going to object
17 that that lacks foundation.

18 Go ahead. You can answer.

19 THE WITNESS: I've never seen this before.

20 MS. STROMEYER: That wasn't his question.

21 BY MR. GADDIS:

22 Q My question is, are you aware that you were
23 approved under certain terms in August 2011 to modify
24 your mortgage?

25 A Under certain terms?

1 Q Yes.

2 A Verify.

3 Q Were you aware that another offer -- a
4 modification offer -- had been presented to you on
5 August 15, 2011, to modify your mortgage?

6 A Is there a document of that?

7 Q Yes, there is a document of that.

8 MR. GADDIS: As Defendant's 14, this is an
9 e-mail from Clayton Gaddis to Karen Stromeyer dated
10 Monday, August 15th, 2011. It is not Bates stamped.

11 (Deposition Exhibit 14 was marked for
12 identification by the court reporter.)

13 THE WITNESS: I don't remember.

14 BY MR. GADDIS:

15 Q Do you recall having these terms presented to
16 you --

17 A I don't remember.

18 Q -- by your counsel?

19 MS. STROMEYER: I'm going to object that this
20 may get into attorney-client communications.

21 THE WITNESS: I don't remember.

22 BY MR. GADDIS:

23 Q You don't remember.

24 You don't recall being offered these terms to
25 modify your mortgage loan; is that correct?

1 A I just answered that. I don't remember.

2 Q Okay. Do you recall having conversations --
3 not the content of conversations, but having
4 conversations with your counsel about this August 2011
5 modification offer?

6 A I don't remember.

7 Q What do you recall concerning the
8 modification efforts of your 2006 Deed of Trust,
9 Doctor?

10 A What specifically are you asking?

11 Q I'm asking because you don't recall an August
12 communication concerning modification efforts of your
13 mortgage loan --

14 MS. STROMEYER: I'm going to object to your
15 characterization of these as modifications. This was
16 presented to Counsel as a settlement offer.

17 MR. GADDIS: Yes.

18 MS. STROMEYER: And that's how it was
19 communicated to the plaintiff. So to that extent, your
20 characterization, I think, mischaracterizes this
21 document and what it was.

22 So to the extent --

23 MR. GADDIS: This document is identifying the
24 terms that Dr. Halloran's mortgage loan was approved on
25 the modified in August 2011. And she is unaware of

1 these approved modification terms.

2 Q Is that correct?

3 A Are you asking me or Karen?

4 Q No, that was directed at you, Doctor.

5 A You're throwing things at me. I don't -- I
6 don't have -- I don't have a memory of it. It doesn't
7 mean it didn't happen; I just don't remember it.

8 Q Okay. Did you have the final say of the
9 terms you were willing to accept, or was this
10 Mr. Halloran -- Tim Halloran's final say?

11 MS. STROMEYER: Objection. Argumentative.

12 BY MR. GADDIS:

13 Q Do you understand my question?

14 A Do I let me little brother control my home?

15 Q In effect, yes.

16 A That is rather argumentative.

17 Q Do you understand my question?

18 A No, I don't understand why you would ask that
19 question.

20 Q Not why I would ask it.

21 Do you understand my question?

22 A No.

23 Q My question is --

24 A Would my lawyer act in my best interest?

25 Yes. Do I trust my brother? Without question.

1 Q Okay. And I have no doubt about that.
2 That's not in question.

3 A Is he a good person? Absolutely. Would he
4 try to screw me out of a mortgage? No.

5 Q Okay, Doctor. Those aren't -- that's not my
6 line of questioning.

7 A It sounds like it to me.

8 Q My question is, you've had no communications
9 with GMAC concerning the modification of your mortgage
10 loan; is that correct?

11 A To my knowledge, no. He is my agent.

12 Q Tim Halloran has had all communications with
13 GMAG regarding the modification of your mortgage loan,
14 correct?

15 A Correct. He's my lawyer; he's my agent.

16 Q You've not been privy to a phone conversation
17 between Mr. Halloran and GMAC; is that correct?

18 A Correct.

19 Q You have not drafted a single document from
20 Mr. Halloran's office or on your behalf to GMAC; is
21 that correct?

22 A I don't work at his office.

23 Q Have you drafted a single document on your
24 behalf to GMAC?

25 A No.

1 Q So I ask these questions because you've had
2 no role in negotiating this modification.

3 And so I'm asking who has final say in
4 accepting terms or rejecting terms?

5 A I can't interpret GMAC's hostility towards me
6 and my family, and my brother has helped me do that.

7 Q When you say hostility, do you mean three
8 separate --

9 A Trying to take my home.

10 Q -- modification approvals?

11 Do you see that as hostility?

12 A I think they are absolutely hostile.

13 Q Did you default on this 2006 Deed of Trust,
14 Doctor?

15 A Did you ever listen to why I was late?

16 Q Ma'am, that was not my question.

17 MS. STROMEYER: Well, it's asked and answered
18 anyway. She's already answered the question.

19 BY MR. GADDIS:

20 Q Okay. Did you default on the 2006 Deed of
21 Trust?

22 MS. STROMEYER: She's already answered that
23 question on several occasions.

24 BY MR. GADDIS:

25 Q That answer is yes, correct?

1 MS. STROMEYER: She's already answered that
2 question.

3 BY MR. GADDIS:

4 Q Per the 2006 Deed of Trust, is GMAC entitled
5 to foreclose upon your breach? Is that correct?

6 MS. STROMEYER: Objection. Calls for a legal
7 conclusion. She's not probably aware of every single
8 term in the loan document.

9 BY MR. GADDIS:

10 Q Did you have any --

11 MS. STROMEYER: To the extent you know, you
12 can answer.

13 BY MR. GADDIS:

14 Q Can you answer that question, Doctor?

15 A No.

16 Q Did you know that if you didn't pay your
17 mortgage, there was a risk of foreclose upon your
18 house?

19 A Yes.

20 Q Yes, okay.

21 Doctor, what do you want out of this lawsuit?

22 A I want my home.

23 Q Are you currently in your home?

24 A I think you know that.

25 Q Ma'am -- excuse me.

1 Doctor, are you currently residing in your
2 home?

3 A I am.

4 Q Has there been a point since November of 2006
5 until the present date to where you have not resided in
6 your home?

7 A No.

8 Q Honestly, what are you specifically wanting
9 from GMAC from this lawsuit?

10 A I want a loan modification. I want them to
11 get off my back. I want them to live up to the
12 contract they gave me.

13 Q And by contract, you're referring to the
14 April 28th, 2011 letter; is that correct?

15 A Yes.

16 MR. GADDIS: Counselor, I'm looking through,
17 but you know may off the top of your head, is
18 Dr. Halloran making claims for emotional distress?

19 MS. STROMEYER: Not over and above associated
20 with...

21 MS. STROMEYER: We'll look at Paragraph 51 of
22 the complaint.

23 Q Paragraph 51 alleges, "Plaintiffs have
24 suffered constant anxiety and severe emotional
25 distress."

1 Do you see that, Dr. Halloran?

2 A I do.

3 Q What -- what proof of this severe emotional
4 distress do you have?

5 A What do you want?

6 Q Exactly. You've made an allegation. I want
7 to know what proof you have that you suffered severe
8 emotional distress.

9 A Well, I don't have any doctor bills, if
10 that's what you're asking.

11 Q Well, that would be included, yes. But
12 that's not the extent of what I'm asking.

13 A I don't understand. I haven't committed
14 suicide. I haven't done myself bodily harm except for
15 the fact that I'm not using the gym as often as I
16 should, I guess.

17 What -- what do you want? A receipt for
18 documentation of my blood pressure? What is it you're
19 looking for?

20 Q Well, I just want to know --

21 A I don't have any psychiatric bills.

22 Q Should this go to trial, Doctor, you've made
23 a claim that you've constant anxiety and severe
24 emotional distress --

25 A I'm afraid to answer the phone. I'm afraid

1 to look at my mail. I'm afraid, afraid, afraid, of the
2 big bad banker. That's constant emotional distress.

3 Q Okay. What documentation have you received
4 from GMAC --

5 A I have not --

6 MS. STROMEYER: Wait, let him finish his
7 question.

8 BY MR. GADDIS:

9 Q After the filing of this lawsuit, what
10 documentation have you received?

11 A I don't know.

12 Q Have you received letters in the mail?

13 A I am afraid of my own shadow economically
14 because of what they've done to my credit report,
15 credit cards that have been canceled. My children are
16 stressed out because they don't know if their home is
17 going to be foreclosed upon.

18 They tacked up a sign to my house that was --
19 that it was going to be up for auction for all the
20 neighbors to see. It's stressful.

21 Q My question was, what letters have you
22 received from GMAC --

23 A I haven't received any letters currently.
24 What is it your looking for?

25 Q Have you received any telephone calls from

1 GMAC --

2 A I don't answer the phone.

3 MS. STROMEYER: Colleen, let him finish his
4 question.

5 THE WITNESS: Okay. Finish your question.

6 BY MR. GADDIS:

7 Q That was it. If you don't answer the phone,
8 then you would not be aware of any efforts --

9 A I'm afraid to answer the phone.

10 Q Communications between GMAC and yourself have
11 been going through Mr. Halloran since August of 2010;
12 is that correct?

13 A That's correct.

14 Q And you've received no -- let me restate.

15 Since that time, have you received any
16 letters from GMAC?

17 A Not that I'm aware of.

18 Q Have you received any phone calls from GMAC?

19 A I don't answer the phone.

20 Q Okay. Then, ma'am, how would you know that
21 GMAC has been --

22 A I'm afraid. Do you get it? Afraid.
23 Somebody is trying to take my house away from me. I'm
24 afraid.

25 Q And why are they trying --

1 A It's stressful.

2 Q Why are they trying to --

3 A It's stressful.

4 Q -- take your house away --

5 A It's really stressful.

6 MS. STROMEYER: Okay. Do you want to --

7 let's step outside for a moment.

8 MR. GADDIS: No, there's a question pending.

9 Q Why were they trying to take your house away,
10 Dr. Halloran?

11 A Because they're mean and evil people.

12 Q Is it because --

13 MS. STROMEYER: No, no, no. The question is
14 done. We're going to step outside.

15 (Short Break Taken.)

16 BY MR. GADDIS:

17 Q Dr. Halloran, do you recall when you made
18 your last mortgage payment?

19 A No. However, there are returned checks -- or
20 there are -- which one is that? There are these checks
21 that I made, and the first mortgage payment on the
22 renegotiated loan was 4/26/11.

23 Q And that's a check you wrote and identified
24 as renegotiated loan; is that correct?

25 A Correct.

1 Q Okay. Let me couch it this way then: Do you
2 recall the last time you made a mortgage payment
3 pre-April 28th, 2011?

4 A We have documentation of that someplace. But
5 I'm not sure where. I can't recall a specific date.

6 Q Would you be surprised to learn that it was
7 late 2009, early 2010?

8 A I don't know. Would I be surprised? I don't
9 know.

10 Q Now, I'm not asking for an account number or
11 a dollar value. Since you've not made payments on your
12 2006 mortgage loan in the calendar year of 2010 up
13 until the point of April 2011, I'm asking if you have
14 taken that money that you would have paid and placed
15 into some sort of account.

16 Have you done that, Doctor?

17 A No.

18 Q Have you put money aside that otherwise you
19 would have paid or used to pay your mortgage loan since
20 I'll say January of 2010 up until April of 2011?

21 A No.

22 Q Right now, what amount could you afford under
23 a monthly mortgage payment?

24 A Including taxes and insurance?

25 Q Let's do principle and interest first.

1 A 32 -- no.

2 Q Probably Exhibit 5 is what you're looking
3 for. To the complaint.

4 A \$2,678.12.

5 Q That's the amount you could afford to make a
6 monthly mortgage payment at this point; is that
7 correct, Doctor?

8 A That's what I just said.

9 Q Could you afford to make a \$3,000 a month
10 principle and interest payment?

11 A I think I would rather have this one.

12 Q I understand what you'd rather have. That
13 makes sense.

14 Could you afford to make a \$3,000 a month
15 mortgage payment?

16 A Probably.

17 Q Could you afford to make a \$3200 a month
18 mortgage point?

19 A Principle and interest, yes.

20 Q How about a \$3500 a month --

21 A No.

22 Q -- principle and interest?

23 A No.

24 Q 32 is your cut off?

25 A No, I would say 2678 is my cut off.

1 Q 2678. You just stated that you could afford
2 to make a \$3200 principle and interest mortgage
3 payment, correct?

4 A Maybe.

5 Q Now it's a maybe?

6 A Maybe.

7 Q Maybe. Are you making this determination off
8 of your two places of employment as well as your
9 husband's pension account?

10 A Correct.

11 Q Okay. And that is your ceiling, 2700
12 principle and interest; is that correct?

13 A I don't know that it's my ceiling. I'm not
14 very trusting of GMAC right now. I -- I don't know
15 what my ceiling would be because I wouldn't want them
16 to go above the ceiling. Or suppose another kid gets
17 sick. Or suppose I die.

18 Q It would be hard to make those payments if
19 that happened.

20 A It would be.

21 Q It would be difficult.

22 A GMAC sure would have its way with me, though.

23 MR. GADDIS: We can go off the record. I'm
24 just going to think for a minute.

25 (Short Break Taken.)

1 BY MR. GADDIS:

2 Q We stated earlier in the day -- I should
3 restate that.

4 Earlier in the day, I identified that in
5 December of 2007, there was a Deed of Trust placed on
6 the property from the judicial -- excuse me -- from the
7 clerk of the U.S. District Court, and you did not
8 recall that.

9 A No. I know that.

10 Q Oh, you remember that?

11 A I didn't ever deny I didn't know that. I
12 just said I couldn't read it.

13 Q Well, that's fine.

14 A Because it's a very tiny, very blurry copy.

15 Q You may be referring back to another exhibit.
16 I probably know which ones those were, very scrunched
17 up.

18 MR. GADDIS: I'll go ahead and offer as
19 Defendant's -- this is a Recorded Deed of Trust and
20 Assignment of Rents with the San Francisco Assessor
21 Recorder's Office dated December 5th, 2007.

22 It's a Deed of Trust encumbering the
23 property, the subject property, for \$125,000.

24 (Deposition Exhibit 15 was marked for
25 identification by the court reporter.)

1 BY MR. GADDIS:

2 Q Doctor, do you recall this Deed of Trust?

3 A I do. Do you have a question about it?

4 Q That was it.

5 A Oh.

6 Q Doctor, when did your husband lose his
7 position of employment?

8 A I'm not exactly sure what his termination
9 date was.

10 Q Do you recall the year?

11 A It was maybe 2008. I don't know.

12 Q Do you remember the period which -- excuse
13 me. Let me restate.

14 Do you remember when he was incarcerated?

15 A I think it was August 29th, 2008.

16 Q Is it your recollection that he lost his
17 position of employment sometime around that
18 incarceration date, or was it months prior to?

19 A It was prior to.

20 Q Do you recall how many months prior to?

21 A I don't know. Maybe seven or eight,
22 something like that.

23 Q Okay.

24 MR. GADDIS: I'll go ahead and offer as
25 Defendant's 16 Uniform Residential Loan Application

1 signed by one Bernard Ward.

2 (Deposition Exhibit 16 was marked for
3 identification by the court reporter.)

4 If you can turn to the second page, which is
5 identified as WARD 000325.

6 Do you see at the bottom where it lists out
7 borrower's gross monthly income? Do you see those
8 columns?

9 A No. Am I on the right page?

10 Q Yes, you are. It's right here.

11 A Oh, okay.

12 Q And there's a row that states, Base Empl.
13 Income.

14 Do you see that, Doctor?

15 A Yeah.

16 Q And this tiny print looks to read \$18,642; is
17 that correct?

18 MS. STROMEYER: Is that correct that's what
19 the document says?

20 MR. GADDIS: Yes.

21 THE WITNESS: I can't really read the -- if
22 that's a 6 or a 5. 18,542 or 18,642.

23 BY MR. GADDIS:

24 Q Sure. One of those. This print is
25 atrocious.

1 From this loan application, is it your
2 understanding that the 2006 Deed of Trust was based
3 primarily off of -- excuse me -- primarily or solely
4 off of your husband's income at that time?

5 A I don't know. I didn't review it.

6 Q You didn't review the loan application?

7 A I didn't review the loan.

8 Q You didn't review the loan.

9 A So I don't know whose --

10 MS. STROMEYER: It lacks foundation.

11 Objection. Lacks foundation. She doesn't
12 know what the loan was based off of. She's already
13 testified that she didn't take part in drafting the
14 loan application. You've not laid the foundation that
15 she's seen this document before or had any part in
16 drafting it.

17 BY MR. GADDIS:

18 Q But you did state that you had no part in the
19 actual process of obtaining the 2006 mortgage loan; is
20 that correct?

21 A Right.

22 Q Okay.

23 MR. GADDIS: Okay. I can't think of anything
24 else.

25 THE REPORTER: Would you like a copy of the

1 transcript?

2 MS. STROMEYER: Yes, I would, please. I will
3 take an electronic and a condensed.

4 MR. GADDIS: I would like the same, please.

5 THE REPORTER: Are there any time
6 constraints?

7 MS. STROMEYER: No, not for me.

8 MR. GADDIS: Yes.

9 THE REPORTER: When do you need it?

10 MR. GADDIS: If I can get it tomorrow, that
11 would be great. Or a draft. Yeah, if I can get the
12 rough and then the final as soon as possible after
13 that.

14 THE REPORTER: Okay. And you don't need a
15 rough or a rush?

16 MS. STROMEYER: No.

17 THE REPORTER: Okay, thank you.

18

19 (TIME NOTED: 2:40 p.m.)

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7
8 I, COLLEEN HALLORAN, do hereby declare under
9 penalty of perjury that I have read the foregoing
10 transcript; that I have made any corrections as appear
11 noted, in ink, initialed by me, or attached hereto; that
12 my testimony as contained herein, as corrected, is true
13 and correct.

14 EXECUTED this _____ day of _____,
15 20____, at _____, _____.
(City) (State)

16
17
18 _____
COLLEEN HALLORAN
19
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24
25

1 I, the undersigned, a Certified Shorthand Reporter
2 of the State of California, do hereby certify:

3 That the foregoing proceedings were taken before me
4 at the time and place herein set forth; that any
5 witnesses in the foregoing proceedings, prior to
6 testifying, were duly sworn; that a record of the
7 proceedings was made by me using machine shorthand which
8 was thereafter transcribed under my direction; further,
9 that the foregoing is a true record of the testimony
10 given.

11 I further certify I am neither financially
12 interested in the action nor a relative or employee of
13 any attorney of party to this action.

14 IN WITNESS WHEREOF, I have this date subscribed my
15 name.

16
17 Dated: January 25, 2012
18
19
20

LORI STOKES

CSR No. 12732

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[brother - correct]

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Exhibit H

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Superior Court of California, County of San Francisco

Case Number: CGC 11 511574

Title: BERNARD WARD et al VS. GMAC MORTGAGE, LLC et al

Cause of Action: CONTRACT/WARRANTY

Generated: Jul-11-2016 10:21 am

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Register of Actions

Date Range: First Date **JUN-08-2011** Last Date **MAY-27-2016** (Dates must be entered as MMM-DD-YYYY)

Submit

Descending Date Sequence

Date	Proceedings	Document	Fee
MAY-27-2016	CASE MANAGEMENT CONFERENCE OF JUN-15-2016 CONTINUED TO JUN-14-2017 AT 10:30 AM IN DEPARTMENT 610 FOR STATUS REPORT RE BANKRUPTCY. NOTICE SENT BY COURT.	View	
JUN-10-2015	CASE MANAGEMENT STATEMENT (TRANSACTION ID # 57379708) FILED BY PLAINTIFF WARD, BERNARD HALLORAN, COLLEEN JURY DEMANDED, ESTIMATED TIME FOR TRIAL: 7.0 DAYS	View	
MAY-21-2015	CASE MANAGEMENT CONFERENCE OF JUN-10-2015 CONTINUED TO JUN-15-2016 AT 10:30 AM IN DEPARTMENT 610 FOR STATUS REPORT RE BANKRUPTCY. NOTICE SENT BY COURT.	View	
MAY-22-2014	CASE MANAGEMENT CONFERENCE OF JUN-11-2014 CONTINUED TO JUN-10-2015 AT 10:30 AM IN DEPARTMENT 610 FOR STATUS REPORT RE BANKRUPTCY. NOTICE SENT BY COURT.	View	
NOV-22-2013	CASE MANAGEMENT CONFERENCE OF DEC-11-2013 CONTINUED TO JUN-11-2014 AT 10:30 AM IN DEPARTMENT 610 FOR STATUS REPORT RE BANKRUPTCY. NOTICE SENT BY COURT.	View	
MAR-27-2013	CASE MANAGEMENT STATEMENT FILED BY DEFENDANT GMAC MORTGAGE, LLC ESTIMATED TIME FOR TRIAL: 5.0 DAYS	View	
MAR-27-2013	CASE MANAGEMENT CONFERENCE OF APR-10-2013 CONTINUED TO DEC-11-2013 AT 10:30 AM IN DEPARTMENT 610 FOR STATUS REPORT RE BANKRUPTCY. NOTICE SENT BY COURT.	View	
MAR-26-2013	CASE MANAGEMENT STATEMENT FILED BY PLAINTIFF WARD, BERNARD HALLORAN, COLLEEN JURY DEMANDED, ESTIMATED TIME FOR TRIAL: 7.0 DAYS		
NOV-07-2012	REVISED NOTICE OF BANKRUPTCY FILING AND SUPPLEMENTAL SERVICING ORDER FILED BY DEFENDANT GMAC MORTGAGE, LLC		
SEP-14-2012	REMOVED FROM MASTER JURY CALENDAR ON OCT-15-2012. ASSIGNED TO CASE MANAGEMENT DEPARTMENT. 610 ON APR-10-2013 AT 10:30 AM FOR CASE MANAGEMENT CONFERENCE FOR STATUS OF BANKRUPTCY STAY. NOTICE SENT BY COURT. (206)	View	
AUG-01-2012	MINI MINUTES FOR AUG-01-2012 09:30 AM FOR DEPT 302		
AUG-01-2012	LAW AND MOTION, 302, NO APPEARANCE ON THIS MATTER. THE COURT ADOPTED ITS TENTATIVE RULING. DEFENDANT GMAC MORTGAGE, LLC'S MOTION FOR SUMMARY JUDGMENT IS OFF CALENDAR PER THE NOTICE OF BANKRUPTCY STAY FILED ON MAY 29, 2012. JUDGE: CURTIS KARNOW, CLERK: CYNTHIA HERBERT; COURT REPORTER: SHERRY SAWYER CSR # 5976		
MAY-29-2012	NOTICE OF STAY OF PROCEEDINGS REGARDING BANKRUPTCY FILED BY DEFENDANT GMAC MORTGAGE, LLC	View	

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APR-16-2012	LAW AND MOTION 302, DEFENDANT GMAC MORTGAGE, LLC'S MOTION FOR SUMMARY JUDGMENT CONTINUED FROM MAY-02-2012 TO AUG-01-2012 PER MOVING PARTY		
APR-13-2012	MINI MINUTES FOR APR-13-2012 09:30 AM FOR DEPT 302		
APR-13-2012	LAW AND MOTION 302, THE COURT ADOPTED ITS TENTATIVE RULING. PLAINTIFFS BERNARD WARD AND COLLEEN HALLORAN'S AMENDED NOTICE OF MOTION TO COMPEL WELLS FARGO TO COMPELL COMPLIANCE WITH PRIODUCTION OF DOCUMENTS, IS OFF CALENDAR PER REQUEST OF MOVING PARTY. JUDGE: JAMES J. MCBRIDE; COURT REPORTER: LAVENA WARD CSR #7077		
APR-11-2012	NOTICE OF ENTRY OF ORDER/NOTICE OF RULING FILED CONTINUING TRIAL DATE FILED BY PLAINTIFF WARD, BERNARD HALLORAN, COLLEEN	View	
APR-10-2012	MASTER JURY CALENDAR SET FOR JUN-04-2012 CONTINUED TO MASTER CALENDAR JURY ON OCT-15-2012 AT 9:30 AM IN DEPT. 206 PER EX PARTE ORDER DATED 4/10/11. (206)		
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APR-10-2012	MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF EX PARTE APPLICATION FOR ORDER FILED BY PLAINTIFF WARD, BERNARD HALLORAN, COLLEEN		
APR-10-2012	EX PARTE APPLICATION FOR ORDER FOR A STIPULATED TRIAL CONTINUANCE FILED BY PLAINTIFF WARD, BERNARD HALLORAN, COLLEEN	View	40.00
MAR-28-2012	ORDER RE: STIPULATION AND ORDER FOR MOTION TO BE HEARD BY A MEMBER OF THE CALIFORNIA BAR SERVING AS TEMPORARY JUDGE	View	
MAR-27-2012	DISCOVERY, 302, PLAINTIFFS BERNARD WARD AND COLLEEN HALLORAN'S MOTION TO COMPEL COMPLIANCE WITH PRODUCTION OF DOCUMENTS, SET FOR 4/13/12, IS TAKEN OFF CALENDAR PER REQUEST OF MOVING PARTY, E-MAIL RECEIVED 3/27		
MAR-27-2012	NOTICE OF ENTRY OF ORDER/NOTICE OF RULING FILED FILED BY PLAINTIFF WARD, BERNARD HALLORAN, COLLEEN	View	
MAR-27-2012	DISCOVERY 302, ARGUED AND DEFENDANT GMAC MORTGAGE, LLC'S NOTICE OF MOTION AND MOTION TO COMPEL PRODUCTION OF DOCUMENTS AND FURTHER DEPOSITION TESTIMONY IS DENIED. ORDER SIGNED IN OPEN COURT. PRO TEM JUDGE: TRENT THORNLEY, NOT REPORTED.		
MAR-27-2012	MINI MINUTES FOR MAR-27-2012 09:00 AM FOR DEPT 302		
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MAR-20-2012	REPLY IN SUPP O FMTN TO COMPEL PRODUCTION OF DOCS AND FURTHER DEPO TESTIMONY FILED BY DEFENDANT GMAC MORTGAGE, LLC	View	
MAR-14-2012	DECLARATION OF TIMOTHY J. HALLORAN FILED BY PLAINTIFF WARD, BERNARD HALLORAN, COLLEEN	View	
MAR-14-2012	MEMORANDUM OF POINTS AND AUTHORITIES IN OPPOS TO MOTION TO COMPEL PRODUCTION OF DOCUMENTS FILED BY PLAINTIFF WARD, BERNARD HALLORAN, COLLEEN	View	
FEB-29-2012	DECLARATION IN SUPPORT OF MOTION FILED BY DEFENDANT GMAC MORTGAGE, LLC	View	
FEB-29-2012	PROOF OF SERVICE OF MOTION FILED BY DEFENDANT GMAC MORTGAGE, LLC	View	
FEB-29-2012	NTC OF MTN AND MTN TO COMPEL PRODUCTION OF DOCUMENTS AND FURTHER DEPOSITION TESTIMONY; MEMO OF P & A FILED BY DEFENDANT GMAC MORTGAGE, LLC HEARING SET FOR MAR-27-2012 AT 09:00 AM IN DEPT 302	View	40.00
FEB-27-2012	DECLARATION IN SUPPORT OF MOTION FILED BY PLAINTIFF WARD, BERNARD HALLORAN, COLLEEN		
FEB-27-2012	MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FILED BY PLAINTIFF WARD, BERNARD HALLORAN, COLLEEN		

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FEB-27-2012	PROOF OF SERVICE OF MOTION FILED BY PLAINTIFF WARD, BERNARD HALLORAN, COLLEEN		
FEB-27-2012	AMENDED NTC OF MOTION TO COMPEL WELLS FARGO FILED BY PLAINTIFF WARD, BERNARD HALLORAN, COLLEEN HEARING SET FOR APR-13-2012 AT 09:30 AM IN DEPT 302	View	NO FEE
FEB-24-2012	DISCOVERY 302, NOTICE OF MOTION AND MOTION TO COMPEL COMPLIANCE WITH PRODUCTION OF DOCUMENTS PUSRUANT TO DOCUMENTS CONTINUED FROM MAR-13-2012 TO DISCOVERY AT APR-13-2012, 9:00 AM IN DEPT. 302, PER PARTIES AGREEMENT AN E-MAIL TO THE COURT		
FEB-17-2012	SEPARATE STATEMENT OF FACTS IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT FILED BY DEFENDANT GMAC MORTGAGE, LLC	View	
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FEB-17-2012	DECLARATION IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT FILED BY DEFENDANT GMAC MORTGAGE, LLC	View	
FEB-17-2012	MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT FILED BY DEFENDANT GMAC MORTGAGE, LLC	View	
FEB-17-2012	PROOF OF SERVICE OF MOTION FOR SUMMARY JUDGMENT FILED BY DEFENDANT GMAC MORTGAGE, LLC	View	
FEB-17-2012	MOTION FOR SUMMARY JUDGMENT /ADJUDICATION FILED BY DEFENDANT GMAC MORTGAGE, LLC HEARING SET FOR MAY-02-2012 AT 09:30 AM IN DEPT 302	View	500.00
FEB-10-2012	DECLARATION IN SUPPORT OF MOTION FILED BY PLAINTIFF WARD, BERNARD HALLORAN, COLLEEN	View	
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FEB-10-2012	PROOF OF SERVICE OF MOTION FILED BY PLAINTIFF WARD, BERNARD HALLORAN, COLLEEN		
FEB-10-2012	NOTICE OF MOTION AND MOTION TO COMPEL COMPLIANCE WITH PRODUCTION OF DOCUMENTS PUSRUANT TO DOCUMENTS FILED BY PLAINTIFF WARD, BERNARD HALLORAN, COLLEEN HEARING SET FOR MAR-13-2012 AT 09:00 AM IN DEPT 302	View	40.00
DEC-02-2011	NOTICE OF EARLY SETTLEMENT CONFERENCE - EARLY SETTLEMENT PROGRAM	View	
OCT-27-2011	NOTICE OF TIME AND PLACE OF TRIAL, JURY TRIAL SET FOR JUN-04-2012 AT 9:30 AM IN DEPT. 206. CASE MANAGEMENT CONFERENCE ON NOV-10-2011 IS OFF CALENDAR. NOTICE SENT BY COURT.	View	
OCT-26-2011	CASE MANAGEMENT STATEMENT FILED BY DEFENDANT GMAC MORTGAGE, LLC JURY DEMANDED, ESTIMATED TIME FOR TRIAL: 5.0 DAYS		
OCT-20-2011	CASE MANAGEMENT STATEMENT FILED BY PLAINTIFF WARD, BERNARD HALLORAN, COLLEEN JURY DEMANDED, ESTIMATED TIME FOR TRIAL: 7.0 DAYS		
JUL-15-2011	ANSWER TO COMPLAINT FILED BY DEFENDANT GMAC MORTGAGE, LLC	View	410.00
JUN-15-2011	NOTICE OF PENDING ACTION FILED BY PLAINTIFF WARD, BERNARD HALLORAN, COLLEEN AS TO DEFENDANT GMAC MORTGAGE, LLC		
JUN-14-2011	SUMMONS ON COMPLAINT FILED BY PLAINTIFF WARD, BERNARD HALLORAN, COLLEEN SERVED JUN-13-2011, PERSONAL SERVICE ON DEFENDANT GMAC MORTGAGE, LLC	View	
JUN-14-2011	POS OF NOTICE OF PENDENCY OF ACTION FILED BY PLAINTIFF WARD, BERNARD HALLORAN, COLLEEN		
JUN-08-2011	NOTICE TO PLAINTIFF	View	

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JUN-08-2011	CONTRACT/WARRANTY, COMPLAINT FILED BY PLAINTIFF WARD, BERNARD HALLORAN, COLLEEN AS TO DEFENDANT GMAC MORTGAGE, LLC DOES 1 TO 20 SUMMONS ISSUED, JUDICIAL COUNCIL CIVIL CASE COVER SHEET FILED CASE MANAGEMENT CONFERENCE SCHEDULED FOR NOV-10-2011 PROOF OF SERVICE DUE ON AUG-08-2011 CASE MANAGEMENT STATEMENT DUE ON OCT-26-2011	View	410.00
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Exhibit 4

001KC0002 51765 5 domestic 21/024550/150350

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MURPHY PEARSON
BRADLEY & FEENEY

WWW.MPBF.COM

A Professional Corporation

88 Kearny Street, Suite 1000
San Francisco, CA 94108
Telephone 415-788-1900
Facsimile 415-393-8087

September 19, 2012

VIA U.S. MAIL

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

Re: Ward v. GMAC
Our File No.: XCHL.115017.1

Dear Sir/Madam:

Enclosed please find an original and one copy of a Proof of Claim, submitted on behalf of Bernard Ward and Colleen Halloran.

Please confirm the copy as having been filed and/or received and return it to us in the enclosed self-addressed, stamped envelope.

Thank you for your assistance in this regard.

Very truly yours,

Gena G. James
Legal Assistant

GGJ.20479953.doc
Enclosures

1 Timothy J. Halloran - 104498
Karen Stromeyer - 245712
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5 Attorneys for Plaintiffs
6 BERNARD WARD and COLLEEN
HALLORAN

**ENDORSED
FILED**
San Francisco County Superior Court

JUN - 8 2011

CLERK OF THE COURT
BY: PARAM NATT
Deputy Clerk

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **CITY AND COUNTY OF SAN FRANCISCO**

11 BERNARD WARD, and COLLEEN
HALLORAN,

12 Plaintiffs,

14 v.

16 GMAC MORTGAGE, LLC, and DOES 1-20,
17 Defendants.

Case No. **CGC-11-511574**

COMPLAINT FOR:

1. **BREACH OF CONTRACT**
2. **NEGLIGENCE**
3. **WRONGFUL FORECLOSURE [Civ.
Code § 2920 *et seq.*]**
4. **TO SET ASIDE WRONGFUL SALE**
5. **INTENTIONAL
MISREPRESENTATION**
6. **NEGLIGENT
MISREPRESENTATION**
7. **FRAUD**
8. **UNFAIR BUSINESS PRACTICES
[Bus. & Prof. § 17200 *et seq.*]**
9. **DECLARATORY RELIEF**
10. **INJUNCTIVE RELIEF**
11. **SPECIFIC PERFORMANCE**

AND DEMAND FOR JURY TRIAL

22 Plaintiffs BERNARD WARD and COLEEN HALLORAN allege against Defendants GMAC
23 MORTGAGE, LLC and DOES 1-20 as follows:

24 **GENERAL ALLEGATIONS**

25 1. The entirety of this Complaint is pled upon information and belief, and each allegation
26 contained here is likely to have evidentiary support after a reasonable opportunity for further
27 investigation or discovery.
28

1 **Parties and Jurisdiction:**

2 2. Plaintiff COLLEEN HALLORAN is a resident of San Francisco, California.
3 COLLEEN HALLORAN holds power of attorney for Plaintiff BERNARD WARD, and at all times
4 material to this complaint she resided in the City and County of San Francisco.

5 3. The real property at issue herein is situated at 3300 Kirkham Street, in the City and
6 County of San Francisco, California.

7 4. Plaintiffs are informed, believe, and thereon allege that at all times mentioned in this
8 Complaint Defendant GMAC MORTGAGE, LLC ("GMAC") was a limited liability company
9 organized under the laws of the State of Delaware, duly qualified to do business in the State of
10 California.

11 5. Plaintiffs are ignorant of the true names and capacities of Defendants sued in this
12 complaint as Does 1 through 20, and each of them, and therefore sue these Defendants by fictitious
13 names. Plaintiffs will amend this complaint to allege these Defendants' true names and capacities
14 when ascertained.

15 6. At all times mentioned in this Complaint, GMAC and Does 1 through 20, and each of
16 them, were individuals or business entities, form unknown, who resided or did business in the State of
17 California.

18 7. Plaintiffs are informed, believe, and thereon allege that each Defendant is contractually,
19 strictly, negligently, intentionally, vicariously, or otherwise legally responsible in some manner for the
20 acts, omissions and occurrences, alleged in this complaint, and thereby were the proximate cause of
21 Plaintiffs' damages as set forth herein.

22 8. Plaintiffs are informed, believe, and thereon allege that at all times mentioned in this
23 Complaint, each of the Defendants was the agent and employee of each of the other remaining
24 Defendants, and in doing the things alleged in this Complaint, was acting within the course and scope
25 of this agency and employment, and each defendant has ratified and approved the acts of its agent.

26 9. Plaintiffs are informed, believe, and allege, that each of the Defendants was the
27 successor in interest to each of the remaining Defendants, and on that basis is liable for any act or
28 omission of the Defendants alleged in this Complaint.

10. Plaintiffs are informed, believe, and allege that venue is proper in this county because one of the Defendants resides here, the property at issue is located here, and the transactions at issue herein occurred in the City and County of San Francisco.

General Factual Allegations:

11. On or about 2001, Plaintiffs purchased certain real property known as 3300 Kirkham Street, in the City and County of San Francisco California ("Subject Property").

12. On or about October 25, 2006, Plaintiffs entered into a Mortgage and Deed of Trust to Secure Property and promissory note dated October 25, 2006 secured by the Mortgage and Deed of Trust to Secure Property for the mortgage loan on the Subject Property (collectively "Mortgage Loan").

13. Plaintiffs made each payment due under the Mortgage Loan.

14. Plaintiffs are informed, believe, and thereon allege that at some time in early 2010, the Mortgage Loan was transferred to GMAC. The Mortgage Loan for the subject property is administered by GMAC as Loan No. [REDACTED] 8940. GMAC expressly or impliedly, was assigned all the rights and liabilities under the Mortgage Loan and thereby took of the benefits of the Mortgage Loan and became liable to Plaintiff for all liabilities arising under the execution of the Mortgage Loan and performance of the terms of the Mortgage Loan.

15. In approximately May 2009, Plaintiffs began experiencing financial difficulties in making their monthly payments.

16. In or about December 2009 GMAC began non-judicial foreclosure proceedings related to the Subject Property.

17. In or about August 2010 Plaintiffs, through their counsel, requested a loan modification pursuant to the Home Affordable Modification Program ("HAMP").

18. On or about August 26, 2010, GMAC sent correspondence to Plaintiffs denying a loan modification under HAMP claiming that the principal balance exceed the program limits.

19. On or about September 9, 2010, counsel for Plaintiffs sent correspondence to GMAC Loss Mitigation further attempting to cure the delinquent amounts owing and negotiate a loan modification for Loan No. [REDACTED] 8940 for the Subject Property. Additional financial analysis for

1 Plaintiffs was provided to GMAC demonstrating that Plaintiffs were eligible for loan modification
2 under HAMP.

3 20. On or about January 14, 2011, Plaintiffs and GMAC entered into a written Repayment
4 Agreement ("Repayment Agreement"). A true and correct copy of the Repayment Agreement is
5 attached hereto as Exhibit 1 and incorporated herein as though fully set forth in full. The Repayment
6 Agreement expressly amended and supplemented (1) the Mortgage and Deed of Trust to Secure
7 Property for the Subject Property dated October 25, 2006; and (2) the promissory note dated October
8 25, 2006 secured by the Mortgage and Deed of Trust to Secure Property for the Subject Property dated
9 October 25, 2006. GMAC is expressly identified as the Lender in these documents. The Repayment
10 Agreement set forth a payment schedule to be made to suspend foreclosure activity on the account:
11 payments of \$3,260.26 due on February 1, 2011, March 1, 2011, and April 1, 2011.

12 21. Plaintiffs timely made all required payments under the Repayment Agreement.

13 22. In accordance with the Repayment Agreement, on or about January 23, 2011 payment
14 in the amount of \$3,260.26 was made by Plaintiffs to GMAC to meet the February obligation. This
15 payment was accepted by GMAC.

16 23. In accordance with the Repayment Agreement, on or about February 19, 2011, payment
17 in the amount of \$3,260.26 was made by Plaintiffs to GMAC to meet the March obligation. This
18 payment was accepted by GMAC.

19 24. In accordance with the Repayment Agreement, on or about March 22, 2011, payment in
20 the amount of \$3,260.26 was made by Plaintiffs to GMAC to meet the April obligation. This payment
21 was accepted by GMAC. True and correct copies of checks establishing payments made by Plaintiffs
22 and accepted by GMAC pursuant to the Repayment Agreement are attached hereto as Exhibit 2.

23 25. On or about April 21, 2011, an individual who identified himself as an agent at Loss
24 Mitigation at GMAC informed counsel for Plaintiff in a telephone conference that Plaintiffs have been
25 approved as of April 21, 2011, for a permanent modified traditional modification to the loan with an
26 APR of 2.88% ("Permanent Loan Modification"). The 432 modified payments of principal, interest,
27 and PMI were to be \$3,253.24 per month.

28 26. Counsel for Plaintiffs confirmed the approval of the Permanent Loan Modification and

1 the modified loan terms in correspondence sent via email and facsimile to GMAC Loss Mitigation on
2 April 22, 2011, noting that while he was informed that the paperwork may not arrive in time for a May
3 1 payment, Plaintiffs would proceed to make the first payment on May 1 on a timely basis. A true and
4 correct copy of this correspondence is attached hereto as Exhibit 3 and incorporated herein.

5 27. Plaintiffs performed under the Permanent Loan Modification making payment in the
6 amount of \$3,253.24 to GMAC on or about April 26, 2011, to meet the May obligation. A copy of this
7 check is attached hereto as Exhibit 4. This payment was accepted by GMAC.

8 28. On or about April 28, 2011, GMAC sent the paperwork to Plaintiffs' counsel via United
9 States mail in the form of a letter **confirming that the traditional permanent loan modification was**
10 **approved on April 21, 2011**, with an effective date of May 1, 2011. The correspondence confirms
11 that the scheduled monthly payment was \$3,253.24. A true and correct copy of this correspondence is
12 attached hereto as Exhibit 5 and incorporated herein. The parties were then in contract for the
13 Permanent Loan Modification.

14 29. Despite the fact that GMAC was aware Plaintiffs were represented by counsel, almost
15 one month after GMAC had entered into the Permanent Loan Modification with Plaintiff, GMAC sent
16 a letter sent via United States mail dated May 17, 2011 to Plaintiffs' home stating that Plaintiffs'
17 request for a loan modification was denied because "[w]e service your loan on behalf of an investor or
18 group of investors that has not given us authority to modify your loan under the program requested."
19 A true and correct copy of this correspondence is attached hereto as Exhibit 6 and incorporated herein.
20 The letter further states "[w]e will continue to work with you to explore other options that may be
21 available for your circumstances." This letter was not received by Plaintiffs until May 21, 2011.

22 30. Unbeknownst and with no notice to Plaintiffs or their counsel, and in violation of the
23 Permanent Loan Modification, on May 20, 2011, GMAC foreclosed on the Subject Property and
24 allegedly sold it at a public sale that same date.

25 31. Upon receipt of the May 17, 2011 correspondence from GMAC, Plaintiffs' counsel
26 immediately contacted GMAC on May 23, 2007, where they were informed for the first time by the
27 foreclosure company for GMAC that the property was purchased by GMAC. An individual who
28 identified himself as an agent of GMAC, "Brett Becker" (800) 850-4622 ext. 2367483 ("Brett"), also

1 stated in reference to the May 17 letter that the "investor group" was Wells Fargo Bank. This is the
2 first time Plaintiffs had heard that GMAC allegedly was not the owner of the Mortgage Loan.

3 32. At all times and in all oral and written communications with the Plaintiffs prior to this
4 communication GMAC had identified themselves as the holder of the Mortgage Loan. At all times
5 and in all dealings with Plaintiffs GMAC represented and held itself out as all times as having the final
6 authority to approve and enter into contracts related to the Mortgage Loan.

7 33. Later that day, Plaintiffs' counsel sent via facsimile and email a Notice of Dispute for
8 illegal foreclosure and breach of contract to Loss Mitigation for GMAC demanding that it
9 acknowledge and perform under the Permanent Loan Modification, and accordingly to set aside the
10 wrongful foreclosure and sale of the Subject Property.

11 34. In several conversations with the GMAC agent identified as Brett, counsel for Plaintiffs
12 was informed that the foreclosure process for the Subject Property was "under review" by GMAC and
13 "working its way up the ladder," and that while this process was underway the status quo at the
14 property would be maintained, and there would be no further sale or transfer of the property in any
15 fashion. This agreement to preserve the status quo was confirmed in writing by Plaintiffs' counsel in
16 correspondence sent to GMAC via facsimile and email on May 25, 2011.

17 35. In correspondence sent to Plaintiffs via United States mail dated May 23, 2011, GMAC
18 enclosed check no. 12184971 issued by GMAC Mortgage, in the amount of \$3,715.42 made payable to
19 BERNARD V. WARD. The accompanying unsigned cover letter did not state what the check
20 represents, or why it was issued to WARD. Instead the letter states that "these funds do not represent
21 the full amount due to reinstate your account at this time." Plaintiffs are informed and believe and
22 thereon allege that this payment by GMAC was an attempt to refund the payment made by Plaintiffs
23 pursuant to the Permanent Loan Modification, and constituted a breach of the Permanent Loan
24 Modification by refusing to accept timely tendered funds in accordance with the agreement. The letter
25 then goes on to state that the account "has been transferred to our attorney to begin foreclosure
26 proceedings." This is statement is false, as the property was foreclosed on and ***sold to GMAC*** on May
27 20, ***three days before*** GMAC claims in this correspondence that it will begin foreclosure process. A
28 true and correct copy of this correspondence is attached hereto as Exhibit 7 and incorporated herein.

1 36. On June 3, 2011, in violation of the oral representations of GMAC's agent Brett that the
2 status quo at the property would be maintained, and that there would be no further sale or transfer of
3 the Subject Property in any fashion while the foreclosure and sale were under review, agents of GMAC
4 posted a notice to quit on the Subject Property, effectively beginning eviction proceedings to disposes
5 Plaintiffs of their rightful possession of the property under the Permanent Loan Modification.

6 37. To date GMAC has refused to honor and abide by the terms of the Permanent Loan
7 Modification.

8 38. To date GMAC has also failed to produce promissory note showing the owner of the
9 Subject Property, and the holder of mortgage.

10 **FIRST CAUSE OF ACTION**

11 **(Breach of Contract Against all Defendants)**

12 39. Plaintiffs incorporate by reference paragraphs 1-38 as though fully set forth here.

13 40. On April 21, 2011, GMAC and Plaintiffs entered into a contract for a Permanent Loan
14 Modification for the mortgage on the Subject Property. This contract was confirmed in written
15 correspondence dated April 28, 2011 by GMAC to Plaintiff's counsel.

16 41. At all times GMAC represented to Plaintiffs and Plaintiffs' agents that they were the
17 lender and held the promissory note, and had the actual and final authority to enter in to contracts
18 related to the Mortgage Loan for the Subject Property.

19 42. Plaintiffs have performed all conditions, covenants, and promises required on Plaintiff's
20 part to be performed in accordance with the terms and conditions of the agreement.

21 43. GMAC breached their contract with Plaintiffs by returning the payment made by
22 Plaintiffs pursuant to the April 21, 2011 Permanent Loan Modification.

23 44. GMAC further breached their contract by foreclosing on the Subject Property in
24 violation of the April 21, 2011 Permanent Loan Modification.

25 45. GMAC further breached their contract with Plaintiffs by selling the Subject Property in
26 violation of the April 21, 2011 Permanent Loan Modification.

27 46. GMAC further breached the contract with Plaintiffs by beginning eviction procedures
28 against Plaintiffs in violation of their rightful possessory rights pursuant to the April 21, 2011

1 Permanent Loan Modification.

2 47. In addition to attorney's fees and costs incurred to enforce the contract between GMAC
3 and Plaintiffs, Plaintiffs are wrongfully in danger of losing their home, the equity in their home, have
4 suffered damage to their creditworthiness, and the title to the Subject Property has been damaged by
5 Defendants wrongful recording of documents and notices. The repeated misrepresentations and refusal
6 to honor their written and oral agreements has caused Plaintiffs to suffer constant anxiety and to suffer
7 severe emotional distress throughout the loan modification process to the present. Plaintiffs have
8 incurred money damages in an amount to be determined at trial.

9 **SECOND CAUSE OF ACTION**

10 **(Negligence Against GMAC)**

11 48. Plaintiffs incorporate by reference paragraphs 1-47 as though fully set forth here.

12 49. As all times relevant herein, GMAC, acting as lender and loan servicer, had a duty to
13 exercise reasonable care and skill to maintain proper and accurate loan records and to discharge and
14 fulfill the other incidents attendant to the maintenance, accounting, and servicing of loan records,
15 including but not limited to accurate crediting of payments made by Plaintiffs.

16 50. In the taking of the actions alleged above, and in failing to take the action alleged
17 above, GMAC breached their duty of care and skill to Plaintiffs in the servicing of Plaintiffs' loan by,
18 among other things, failing to accurately credit the payments made under the Permanent Loan
19 Modification, preparing and filing false documents, foreclosing on the Subject Property, and sale of the
20 Subject Property without having the legal authority and proper documentation to do so.

21 51. As a direct and proximate result of the negligence and carelessness of GMAC Plaintiff
22 has suffered attorney's fees and costs incurred to enforce the contract between GMAC and Plaintiffs,
23 Plaintiffs are wrongfully in danger of losing their home, the equity in their home, have suffered
24 damage to their creditworthiness, and the title to the Subject Property has been damaged by Defendants
25 wrongful recording of documents and notices. The repeated misrepresentations and refusal to honor
26 their written and oral agreements has caused Plaintiffs to suffer constant anxiety and to suffer severe
27 emotional distress throughout the loan modification process to the present. Plaintiffs have incurred
28 money damages in an amount to be determined at trial.

THIRD CAUSE OF ACTION

(Wrongful Foreclosure Against all Defendants)

52. Plaintiffs incorporate by reference paragraphs 1-51 as though fully set forth here.

53. Plaintiffs and GMAC had a valid written contract to cure any prior default on the Subject Property and to modify the loan payments.

54. Plaintiffs performed all necessary terms as required by the contract.

55. Under such circumstances Defendants and each of them had no valid basis for exercising the power of sale under the non-judicial foreclosure statutes, Civil Code § 2920 *et seq.*

56. The Mortgage Loan documents permitted foreclosure of the borrower only if in default, but Plaintiffs were not in default, as the Mortgage Loan was modified by the Permanent Loan Modification and Plaintiffs timely met all of their obligations under the Permanent Loan Modification.

57. The foreclosure was therefore invalid and void as there was no legal basis for the foreclosure exercised by GMAC.

58. Plaintiffs have been damaged by the wrongful foreclosure. Plaintiffs' credit has been impaired, and they are threatened with the eminent loss of their property despite the fact that they have made all payments in accordance with the loan agreement. Unless enjoined, Plaintiffs will suffer irreparable harm and will not have an adequate remedy at law.

59. As a proximate result of the negligent actions of both Defendants, Plaintiffs have suffered consequential damage and will continue to suffer additional damage in an amount to be fully proved at the time of trial.

FOURTH CAUSE OF ACTION

(To Set Aside Wrongful Sale Against All Defendants)

60. Plaintiffs incorporate by reference paragraphs 1-59 as though fully set forth here.

61. GMAC never had the legal authority to exercise the power of sale as an assignee of the Mortgage Loan because although the loan documents permitted the foreclosure if the borrower was in default, the loan was not in default because it was modified by the Permanent Loan Modification, and Plaintiffs has timely met all of their obligations under the Permanent Loan Modification.

62. Plaintiff is informed and believes, and thereon alleges that GMAC was the purchaser of

1 the Subject Property at the sale. GMAC had actual knowledge of the Permanent Loan Modification
2 and Plaintiffs' legitimate interests in the property pursuant to the Permanent Loan Modification.

3 63. Therefore for the reasons stated herein, the sale was at all times void due to the
4 wrongful non-judicial foreclosure.

5 64. Plaintiffs are therefore entitled to a order setting aside the sale and canceling any
6 transfer of the deed to the Subject Property.

7 **FIFTH CAUSE OF ACTION**

8 **(Intentional Misrepresentation Against All Defendants)**

9 65. Plaintiffs incorporate by reference paragraphs 1-64 as though fully set forth here.

10 66. Defendants and each of them represented to Plaintiffs that they were working with them
11 to secure a loan modification and to cure the default in the property; that Plaintiffs had been approved
12 for a permanent loan modification as of April 21, 2011 with an effective date of May 1, 2011; that
13 GMAC was the Lender under the promissory note; that GMAC had authority to enter into contract
14 regarding the Mortgage Loan on the Subject Property; and that following the wrongful foreclosure and
15 sale of the Subject Property on May 20, 2011, that while these transactions were under review by
16 GMAC the status quo at the Subject Property would remain the same and there would be no efforts by
17 GMAC to further no further sale or transfer of the property in any fashion.

18 67. These representations were false. GMAC has not acknowledged or performed under
19 the April 21, 2011 Permanent Loan Modification, and following the discovery of the wrongful
20 foreclosure and sale of the Subject Property, despite numerous oral and written representations,
21 GMAC suddenly on May 23, 2007 represented for the first time that it was in fact not lender and had
22 no authority to enter into agreements without the consent of the holder of the lender and holder of the
23 promissory note for the Subject Property. On this same date GMAC represented for the first time that
24 the lender and holder of the promissory note for the Subject Property was Wells Fargo Bank. Plaintiff
25 is informed and believes, and thereon alleges that the representation that Wells Fargo Bank was not the
26 holder of the promissory note for the Subject Property, but that explanation was used in efforts to avoid
27 performance by GMAC under the Permanent Loan Modification.

28 68. At all times alleged herein GMAC had superior knowledge to Plaintiffs as to its status

1 under the promissory note, and the identity of the holder of the promissory note for the Subject
2 Property. Despite numerous demands to GMAC by Plaintiffs, GMAC has refused to produce the
3 promissory note for the Subject Property.

4 69. GMAC by and through its agents knew that the representations were false when they
5 were made, or that the representations were made recklessly and without regard for the truth.

6 70. GMAC intended that Plaintiffs rely on his representations, and accepted Plaintiffs'
7 performance under the Permanent Loan Modification.

8 71. As a proximate cause of the fraud and deceit alleged, Plaintiffs have sustained damages,
9 including, attorney's fees and costs to enforce the terms of the written Permanent Loan Modification,
10 and diminution in the value and equity in the properties, in an amount to be determined at trial. In
11 addition, Plaintiffs have been forced to pay costs and attorneys' fees. Plaintiffs have been damaged in
12 the amount to be determined at trial.

13 72. In doing the acts alleged in this Complaint, Defendants acted with oppression, fraud,
14 and malice as defined in Civil Code § 3294, and Plaintiffs are entitled to punitive damages to make an
15 example of and to punish these Defendants in addition to actual damages.

16 **SIXTH CAUSE OF ACTION**

17 **(Negligent Misrepresentation Against All Defendants)**

18 73. Plaintiffs incorporate by reference paragraphs 1-72 as though fully set forth here.

19 74. Defendants and each of them represented to Plaintiffs that they were working with them
20 to secure a loan modification and to cure the default in the property; that Plaintiffs had been approved
21 for a permanent loan modification as of April 21, 2011 with an effective date of May 1, 2011; that
22 GMAC was the Lender under the promissory note; that GMAC had authority to enter into contract
23 regarding the Mortgage Loan on the Subject Property; and that following the wrongful foreclosure and
24 sale of the Subject Property on May 20, 2011, that while these transactions were under review by
25 GMAC the status quo at the Subject Property would remain the same and there would be no efforts by
26 GMAC to further no further sale or transfer of the property in any fashion.

27 75. GMAC has not acknowledged or performed under the April 21, 2011 Permanent Loan
28 Modification, and following the discovery of the wrongful foreclosure and sale of the Subject Property,

1 despite numerous oral and written representations, GMAC suddenly on May 23, 2007 represented for
2 the first time that it was in fact not lender and had no authority to enter into agreements without the
3 consent of the holder of the lender and holder of the promissory note for the Subject Property. On this
4 same date GMAC represented for the first time that the lender and holder of the promissory note for
5 the Subject Property was Wells Fargo Bank. Plaintiff is informed and believes, and thereon alleges
6 that the representation that Wells Fargo Bank was not the holder of the promissory note for the Subject
7 Property, but that explanation was used in efforts to avoid performance by GMAC under the
8 Permanent Loan Modification.

9 76. At all times alleged herein GMAC had superior knowledge to Plaintiffs as to its status
10 under the promissory note, and the identity of the holder of the promissory note for the Subject
11 Property. Despite numerous demands to GMAC by Plaintiffs, GMAC has refused to produce the
12 promissory note for the Subject Property.

13 77. GMAC by and through its agents had no reasonable ground for believing the
14 representations were when they were made.

15 78. GMAC intended that Plaintiffs rely on their representations, and accepted Plaintiffs'
16 performance under the Permanent Loan Modification.

17 79. Plaintiffs reasonably relied on GMAC's representations as GMAC at all times in their
18 dealing with Plaintiffs held themselves out as the lender under the promissory note for the Subject
19 Property and as having the authority to enter into contract related to the Mortgage Loan on the Subject
20 Property.

21 80. Plaintiffs' reliance on Defendant's representation was a substantial factor in causing
22 Plaintiffs' harm.

23 81. As a proximate cause of the acts alleged, Plaintiffs have sustained damages, including,
24 attorney's fees and costs to enforce the terms of the written Permanent Loan Modification, and
25 diminution in the value and equity in the properties, in an amount to be determined at trial. In addition,
26 Plaintiffs have been forced to pay late payment fees, and costs to remove liens, and attorneys' fees
27 necessary to do so. Plaintiffs have been damaged in the amount to be determined at trial.

28

SEVENTH CAUSE OF ACTION

(Fraud Against All Defendants)

82. Plaintiffs incorporate by reference paragraphs 1-81 as though fully set forth here.

83. GMAC had actual knowledge of the Permanent Loan Modification and the material terms, the actual status of Plaintiff's account, the notices, assignments, and transfers of the Promissory Note, and terms and status of the Mortgage Loan. GMAC made representations to Plaintiffs orally and in writing that they were the lender under the promissory note, that they owned the note, and that they had full and final authority to enter into and make contracts regarding the Mortgage Loan on the Subject Property which they knew to be false.

84. GMAC had actual knowledge that Plaintiff made payments pursuant to the Permanent Loan Modification, and had actual knowledge that Plaintiff had performed all obligations required under the Permanent Loan Modification, and provided proof of those payments to GMAC, yet GMAC used the material information in its possession to foreclose on the Subject Property and to subsequently purchase the Subject Property that same day.

85. Additionally GMAC concealed material facts known to them but not to Plaintiffs payments regarding notices, payments, assignments, and transfers related to the Mortgage Loan and promissory note on the Subject Property with the intent to defraud Plaintiffs.

86. The Defendants made the above-referenced false representations, concealments, and non-disclosures with knowledge of the misrepresentations intending to induce Plaintiffs' reliance, which the unsuspecting Plaintiffs' justifiably relied upon, resulting to detriment to their credit standing, costs, and loss of their property. Plaintiffs were unaware of the true facts, and if Plaintiffs had known the true facts, Plaintiffs would have among other things taken immediate legal action to save their house

87. As a result of GMAC's fraudulent conduct, Plaintiffs have suffered compensatory, general, and special damages in an amount according to proof.

88. In doing the acts alleged in this Complaint, Defendants acted with oppression, fraud, and malice as defined in Civil Code section 3294, and Plaintiffs are entitled to punitive damages to make an example of and to punish these Defendants in addition to actual damages.

EIGHTH CAUSE OF ACTION
(Unfair Business Practices Against All Defendants)

89. Plaintiffs incorporate by reference paragraphs 1-88 as though fully set forth here.

90. California Business & Professions Code section 17200 *et seq.* prohibits acts of unfair competition, which means and includes any "fraudulent business act or practice ..." and conduct which is likely to deceive and is fraudulent within the meaning of Section 17000.

91. As more fully described above, GMAC's acts and practices are likely to deceive, constituting a fraudulent business act or practice. This conduct is ongoing and continues to date.

92. Specifically, GMAC engages in deceptive business practices in the servicing of mortgage loans, loan modifications, assignments of notes, deeds of trusts, and foreclosures of residential mortgages foreclosure by, among other things (1) concealing material facts related to mortgage loans, loan modifications, assignments of notes, deeds and trusts for loans which they service; (2) failing to properly and accurately credit customer payments to loans and loan modifications; (3) improperly characterizing customers loans as being in default in order to foreclose on the managed property; (4) treating borrowers as if they are in default on their loans although they have meet all of the obligations due thereunder; (4) systematically refusing to acknowledge and perform valid oral and written agreements entered into with borrowers; (5) executing and recording false and misleading documents.

93. The forgoing business practices have caused substantial harm to California consumers.

94. As a direct and proximate cause of the unlawful, unfair, and fraudulent acts and practices of GMAC, Plaintiffs and California consumers have suffered and will continue to suffer damages in the form of unfair and unwarranted fees, costs, damage to creditworthiness and emotional distress to enforce their legal rights.

95. By reason of the foregoing, GMAC have been unjustly enriched and should be required to disgorge their illegal profits and/or make restitution to Plaintiffs and other consumers who have been harmed, and GMAC should be enjoined from continuing in such practices pursuant to Business and Professions Code sections 17203 and 17204. Plaintiffs are therefore entitled to injunctive relief and attorney's fees.

NINTH CAUSE OF ACTION

(Declaratory Relief Against All Defendants)

96. Plaintiffs incorporate by reference paragraphs 1-95 as though fully set forth here.

97. A dispute has arisen between and among Plaintiffs and Defendants and each of them as to duties and obligations of the respective parties with regard to the Subject Property, the Mortgage Loan, and the foreclosure and sale of the Subject Property.

98. Plaintiffs have right to title and possession of the Subject Property pursuant to the Permanent Loan Modification.

99. Defendants have taken actions in violation of their statutory, legal, and contractual duties. An actual dispute exists between the parties as to the ownership of the Subject Property and the enforcement of the Permanent Loan Modification.

100. These disputes also include, but are not limited, to the ownership rights and the validity of the foreclosure and sale of the Subject Property.

101. A judicial declaration of rights and duties of the parties herein are necessary and appropriate to determine the actual status and validity of the promissory note, deed of trust, nominated beneficiaries, actual beneficiaries, loan servicers, trustees, foreclosure and sale related to the Subject Property, and each party's respective rights thereto.

TENTH CAUSE OF ACTION

(Injunctive Relief Against All Defendants)

102. Plaintiffs incorporate by reference paragraphs 1-101 as though fully set forth here.

103. Defendants and each of them engaged in wrongful acts in foreclosing on the subject property in breach of the written permanent loan modification and subsequently selling the subject property to GMAC. The further alienation, transfer, sale, or encumbrance of this property by Defendants and each of them will cause Plaintiffs irreparable injury unless restrained by an order of this Court. Plaintiffs are in immediate danger of irreparable injury as the subject real property is unique, and Defendants' alienation, transfer, sale, or encumbrance of this property would interfere with Plaintiff's legitimate rights to this property, including but not limited to ownership, possession, use, and enjoyment.

1 104. Plaintiffs have no adequate remedy at law for the injuries which they will suffer if the
2 acts of GMAC are not restrained.

3 105. Unless the acts of GMAC are restrained the situation of Plaintiffs will be materially
4 worsened in that they will be dispossessed of their home, the residence will be further wrongfully
5 transferred or encumbered.

6 **ELEVENTH CAUSE OF ACTION**

7 **(Specific Performance Against GMAC)**

8 106. Plaintiffs incorporate by reference paragraphs 1-105 as though fully set forth here.

9 107. Plaintiffs and GMAC had a valid, written contract for a Permanent Loan Modification
10 for the Subject Property.

11 108. Pursuant to the terms of the contract upon the performance of Plaintiffs, Plaintiffs were
12 to hold and maintain rightful title to the Subject Property and were entitled to all rights and privileges
13 attendant thereto, including but not limited to use and possession of the Subject Property.

14 109. Plaintiffs have performed all conditions, covenants, and promises required on
15 Plaintiff's part to be performed in accordance with the terms and conditions of the agreement.

16 110. GMAC breached the contract by refusing to accept Plaintiffs payments in performance
17 on the Permanent Loan Modification, refusing to acknowledge and honor the written Permanent Loan
18 Modification, foreclosing on the Subject Property in violation of the Permanent Loan Modification,
19 and selling the property in violation of the Permanent Loan Modification.

20 111. To date despite multiple demands by Plaintiffs, GMAC has refused to honor and
21 perform under the terms of the Permanent Loan Modification.

22 112. Due the wrongful acts of GMCA, Plaintiffs have been dispossessed of their rightful
23 ownership interest in the Subject Property, and the rights to performance of GMAC under the
24 Permanent Loan Modification.

25 113. Plaintiffs have no other adequate remedy at law to reinstate their rights and the benefits
26 due to them under the Permanent Loan Modification.

27 114. Accordingly, Plaintiffs are entitled to an order from the Court requiring GMAC to
28 acknowledge and perform under the Permanent Loan Modification.

1
2
3 **PRAYER FOR RELIEF**

4 WHEREFORE Plaintiffs BERNARD WARD and COLEEN HALLORAN pray for judgment
5 against Defendants, and each of them, on all causes of action as follows:

- 6 1. Actual damages suffered according to proof at trial;
7 2. For a declaration of the rights and duties of the parties, specifically that the
8 foreclosure of the Subject Property was wrongful;
9 3. For an order setting aside the wrongful sale of the subject property and
10 canceling any wrongful transfer of title attendant thereto;
11 4. For a Temporary restraining order, preliminary injunction, and permanent
12 injunction restraining Defendants from engaging in the following acts:
13 a. Evicting Plaintiffs from the Subject Property;
14 b. Offering or advertising the Subject Property for sale; and
15 c. Transferring or conveying title to the Subject Property to any person or
16 entity.
17 5. For an order compelling Defendants to specifically perform the under the April
18 21, 2011 Permanent Loan Modification;
19 6. Prejudgment interest at the maximum legal rate;
20 7. Punitive damages according to proof;
21 8. Court costs and Attorney's fees; and
22 9. Any other and further relief that the Court may deem proper.

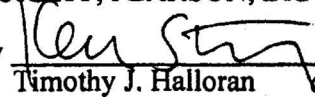
23 **DEMAND FOR JURY TRIAL**

24 Plaintiffs BERNARD WARD and COLEEN HALLORAN demand a jury trial on each and all
25 of the causes of action set forth in this Complaint.

26 DATED: June 8, 2011

MURPHY, PEARSON, BRADLEY & FEENEY

27 By


Timothy J. Halloran

Attorneys for Plaintiffs

BERNARD WARD and COLLEEN HALLORAN

28 20262218.doc

GMAC Mortgage

P.O. Box 4622
Waterloo, IA 50704-4622

01/14/2011

6

BERNARD V WARD
3300 KIRKHAM STREET
SAN FRANCISCO CA 94122

Re: Loan Number [REDACTED] 8940

Property 3300 KIRKHAM STREET
SAN FRANCISCO CA 94122-0000

Dear BERNARD V WARD

This Repayment Agreement, ('Agreement'), Made 01/14/2011, (the 'Effective Date'), between BERNARD V WARD and GMAC Mortgage, LLC, ('Lender') and amends and supplements (1) the Mortgage, Deed of Trust to Secure Debt, (the 'Security Instrument'), dated 10/25/2006 and (2) the promissory note ('Note') bearing the same date as , and secured by, the Security Instrument which covers the real and personal property described in the Security Instrument.

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

In consideration for the mutual promises and agreements exchanged, the parties hereto agree as follows, (notwithstanding anything to the contrary in the Note or Security Instrument):

1. Payments must be received on or before the due date provided for in this Agreement or the Agreement will be null and void.
2. All payments must be mailed to:

GMAC Mortgage, LLC
Attn: Payment Processing Center
3451 Hammond Avenue
Waterloo, IA 50702

3. There presently remains an outstanding indebtedness to the "Lender" pursuant to a note (the 'Note') and mortgage (the 'Mortgage') or equivalent Security Instrument executed on 10/25/2006 in the original principal amount of \$905,000.00.
4. This Agreement, as well as any subsequent modification of your original Note and Mortgage, will require you to escrow for the payment of your real state taxes and/or the premiums for any required insurance coverage. Any prior waiver of escrows by the "Lender" is no longer in effect. "Lender" will draw on this escrowed funds to pay your real estate taxes and insurance premiums as they come due.

EXHIBIT 1

Please note that your escrow payment amount will adjust if your taxes, insurance premiums, mortgage insurance premiums, and/or assessment amounts change, so the amount of your monthly payment will also adjust as permitted by law. This means that your monthly payment may change. Your initial monthly escrow payment will be \$575.12. This amount is included in the loan payment; you do not need to remit this amount separately.

5. "Lender" has instituted foreclosure proceedings against the property securing the indebtedness and the foreclosure will continue to be in full force and effect until the default described herein is cured except as otherwise provided for in this agreement.
6. "Lender" agrees to suspend foreclosure activity on your delinquent account provided that you execute and return this Agreement, along with the initial payment toward the delinquency in the amount of \$3,260.26, by 02/01/2011.
7. You will be required to make 3 payments according to the following schedule.

Date	Amount
02/01/2011	\$3,260.26
03/01/2011	\$3,260.26
04/01/2011	\$3,260.26

If you were previously required to remit payments by certified funds, this requirement extends through the Workout Plan.

8. Once all scheduled payments have been received, your situation will be reviewed to determine the best option for resolving the remaining delinquency.
9. If you file for bankruptcy protection, at any time during the period covered by this Agreement and the schedule of payments, this Agreement will be automatically voided.
10. We will honor this Agreement as long as all of the described conditions and requirements are met. If, at any time, you fail to comply with any of the provisions of this Agreement, this Agreement will be considered null and void and we will resume foreclosure.
11. If the Agreement is cancelled, terminated, or rescinded for any reason, all funds received will be applied to your loan and none will be refunded.
12. It is expressly understood and agreed that the default is not cured or waived by acceptance of any monies paid hereunder.

If you should have any questions, please contact us at 1-800-850-4622.

Loan Modification Department

Notice: Federal law requires that we advise you that this notice is from a debt collector attempting to collect on a debt and any information obtained will be used for that purpose only.

Loan Number [REDACTED] 8940

Please sign and return this Agreement by 02/01/2011.

Colleen M. Sullivan, Power of attorney for Bernard V Ward 1-23-

BERNARD V WARD


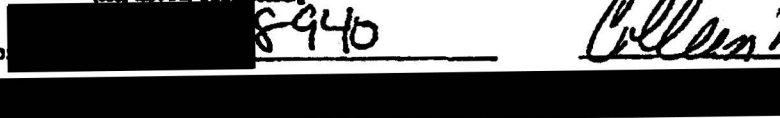
Date

Date

Fax to: 1-866-340-5043

Check #7139 cleared on 04/01/2011 for \$3,266.26

<https://rb.sffir.org/User/MainTransactions/List?Page=3&Ac...>

BERNARD V. WARD COLLEEN M. HALLORAN 3300 KIRKHAM ST SAN FRANCISCO, CA 94122		7139 11-7650/3210
		<u>3-22-11</u> Date
Pay to the Order of	<u>GMAC</u>	<u>\$ 3266.26</u>
<u>Three thousand two hundred sixty six and 26/100</u>		Dollars
 SF Fire Credit Union 3301 California Street San Francisco, CA 94118-1805 (800) 400 FIRE www.sffire.org		
For	<u>8940</u>	<u>Colleen M Halloran</u>
		
MasterCard Charge		

02601102 0600 421112 2 414

00



MURPHY PEARSON
BRADLEY & FEENEY

A Professional Corporation

WWW.MPBF.COM

88 Kearny Street, Suite 1000
San Francisco, CA 94108
Telephone 415-788-1900
Facsimile 415-393-8087
thalloran@mpbf.com

April 22, 2011

VIA FACSIMILE AND EMAIL

Loss Mitigation
233 Gibraltar Road, Suite 600
Horsham, PA 19044
Fax: 866-709-4744
Email: financialpackage@gmam.com

Re: Ward: GMAC
Account Number [REDACTED] 3940
Our File No.: ZZTM.989105.1

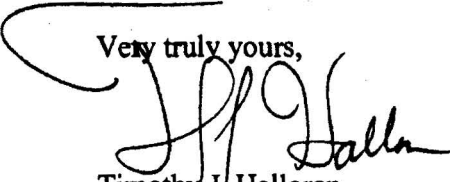
Dear Sir or Madam:

This will confirm my recent conversation with your unit confirming that the borrower has been approved, as of April 21, 2011, for a modified traditional modification with an APR rate of 2.88%. The 432 modified payments of principal, interest, and PMI amount to \$3,253.24 per month. The principal and interest payment of that sum being \$2,678.12.

I understand that while it has been approved, the paperwork may not arrive in time for a May 1 payment date and that my clients will proceed to make the first payment on May 1 in a timely basis.

If there are any questions or if this information is in any way inaccurate, please confer with me via email at the above email account or by facsimile.

Very truly yours,


Timothy J. Halloran

TJH:tlh.20156547

EXHIBIT 3

Check #7156 cleared on 05/02/2011 for \$3,253.24

The Claim Pg 28 of 34

<https://rb.sffire.org/User/MainTransactions/List?Page=1&Ac...>

BERNARD V. WARD
COLLEEN M. HALLORAN
3300 KIRKHAM ST
SAN FRANCISCO, CA 94122

APR 29 2011

7156

11-7850/3210

4-26-11

Date

Pay to the
Order of

GMAC Mortgage Co

Three thousand two hundred fifty three ³⁴/₁₀₀ \$ 3,253.24
Dollars



SF Fire Credit Union
3201 California Street
San Francisco, CA 94118-1908
(415) 499-5100 www.sffire.org

For

Loan # [REDACTED] 8940 Colleen M. Halloran



History

GMAC Mortgage

April 28, 2011

Timothy J Halloran
88 Kearny Street Suite 1000
San Francisco CA 94108

BY: TH

RE: Account Number [REDACTED] 8940
Mortgagor Bernard V Ward
Property Address 3300 Kirkham Street
San Francisco CA 94122

Dear Timothy J Halloran:

This letter is in response to your inquiry regarding loan modification on the above referenced account.

Please be advised, the traditional permanent modification was approved on April 21, 2011 with an effective date of May 1, 2011. As indicated in your correspondence, the scheduled monthly payment of \$3,253.24 includes the principal and interest payment being \$2,678.12. The modified interest rate is 2.875%.

With any questions regarding the loan modification, please contact our Loss Mitigation Department at 1-800-850-4622.

If you have any further questions, please contact Customer Care at 1-800-766-4622 between the hours of 6:00 am to 10:00 pm CT Monday through Friday and 9:00 am to 1:00 pm CT on Saturday.

Customer Care
Loan Servicing

DC

GMAC Mortgage

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

05/17/11

BERNARD V WARD

3300 KIRKHAM STREET

SAN FRANCISCO CA 94122

RE: Account Number [REDACTED] 8940
Property Address 3300 KIRKHAM STREET

SAN FRANCISCO CA 94122-0000

Dear BERNARD V WARD

In connection with your request for a loan modification, we regret to inform you that your request has been denied for the following reason(s):

- ☐ The financial information provided shows you have insufficient income to support your request. We recommend you consider selling your property. If the value of your property has declined and would not result in a full payoff of the mortgage please contact our office when an offer is received so we can review for a possible short sale.
- ☐ The financial information provided shows that your income is sufficient to cover your existing mortgage obligation; therefore, we are unable to modify your existing obligation.
- ☐ While you do not have sufficient income to support all of your monthly expenses, some of your expenses could be reduced. We recommend you contact your other creditors to lower their monthly payments before workout solutions can be considered on your mortgage.
- ☐ We previously requested additional information from you which has not been received; therefore, we are unable to continue our review for workout solutions.
- ☒ We service your loan on behalf of an investor or group of investors that has not given us authority to modify your loan under the program requested.

EXHIBIT

6

05/17/11

Account Number [REDACTED] 8940

Page Two

☐ The payment we received does not represent the correct amount as specified in the agreement.

☐ The required payment was not received by the payment due date as specified in the agreement.

☐ We have not received the properly signed and executed agreement.

☐ You did not meet the requirement (s) for the Home Affordable Unemployment Program.

☐ We have been unable to clear/resolve outstanding title issues in order to meet recording requirements.

☐

☐

At times like these we feel it is important for you to seek financial advice from a trusted source experienced with situations like yours. Therefore, we recommend you call 1.800.CALL.FHA to find a HUD-Certified housing counseling agency to discuss your needs. You can also call the HOPE hotline number (888-995-HOPE) to seek assistance at no charge from HUD-approved housing counselors and can request assistance in understanding this borrower notice letter by asking for MHA HELP.

We will continue to work with you to explore other options that may be available for your circumstances. If you have any questions regarding the above decision, please contact our office at 877-928-4622, between the hours of 7:00 a.m. and 9:00 p.m. Monday through Thursday Central Standard time, 7:00 a.m. to 6:00 p.m. Central Standard time Friday, and 8:00 a.m. to 12:00 p.m. Central Standard time on Saturday.

Loss Mitigation Department

Loan Servicing

05/17/11

Account Number [REDACTED] 8940

Page Three

Notice: Federal law requires that we advise you that this notice is from a debt collector attempting to collect on a debt and any information obtained will be used for that purpose.

Notice Regarding Bankruptcy: If you have filed for bankruptcy and your case is still active or if you have received an order of discharge, please be advised that this is not an attempt to collect a pre-petition or discharged debt. Any action taken by us is for the sole purpose of protecting our lien interest in your property and is not to recover any amounts from you personally.

Residents of North Carolina: If you believe the loss mitigation request has been wrongly denied, you may file a complaint with the North Carolina Office of the Commissioner of Banks, website, www.nccob.gov.

Residents of New York: If you believe the loss mitigation request has been wrongly denied, you may file a complaint with the New York State Banking Department at 1-877-226-5697 or www.banking.state.ny.us.

Disclosure of the Use of Information Obtained From an Outside Source

Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Name: Equifax Information Services LLC,

Address: P.O. Box 740241, Atlanta, GA 30374-0241

Telephone number: 800-685-1111 www.equifax.com

If you have any questions regarding this notice, you should contact:

Creditor's name: GMAC Mortgage, LLC

Creditor's address: PO Box 780 Waterloo IA 50704-0780

Creditor's telephone number: 800-766-4622

Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Federal Trade Commission, 5:90

GMAC Mortgage

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

05/23/11

BERNARD V WARD

3300 KIRKHAM STREET
SAN FRANCISCO CA 94122

RE: Account Number [REDACTED] 8940
Property Address 3300 KIRKHAM STREET
SAN FRANCISCO CA 94122-0000

Dear BERNARD V WARD

PLEASE BE ADVISED THAT THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Enclosed please find GMAC Mortgage, LLC check in the amount of \$3,715.42. These funds do
not represent the full amount due to reinstate your account at this time.

Your account has been transferred to our attorney to begin foreclosure proceedings. Additional
fees and costs have incurred. If it is your intent to reinstate your account in full, please contact
the attorney below for the reinstatement amounts. Only the correct amount in the form of
certified funds will be acceptable.

EXECUTIVE TRUSTEE SERVICES, LLC
1100 Virginia Drive (190-FTW-D40)
Fort Washington PA 19034
800-665-3932

If you cannot afford to reinstate your mortgage, there may be alternatives available to help you
avoid foreclosure. Contact the Loss Mitigation Department at GMAC Mortgage, LLC
immediately at 800-850-4622 to discuss these options.

Foreclosure Department
Loan Servicing

7:53

EXHIBIT 7

CHECK DATE	PAYEE	ID	ORG	CHECK NO	AMOUNT
05 23 11	BERNARD V WARD	000000000000000		12184971	3,715.42
I.D.# DUE DATE	ADDRESS	DESCRIPTION/ID NUMBER			AMOUNT

OTHER

8940

CSH/ LETTER 7:53

GC

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW.

CHECK DATE
05 23 11

GMAC Mortgage

CHECK NO.
12184971

JPMorgan Chase Bank, N.A.
Chicago, Illinois

AMOUNT
\$3,715.42

70-2322
719

THREE THOUSAND SEVEN HUNDRED FIFTEEN DOLLARS AND 42 CENTS

PAY TO THE
ORDER OF

GMAC MORTGAGE DISBURSEMENTS

BERNARD V WARD

3300 KIRKHAM STREET

SAN FRANCISCO CA 94122

Debbie Bauer

Al Bork

VOID AFTER 60 DAYS