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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. 2892 FILED
BY GERARD WIENER, FOR HIMSELF AND AS REPRESENTATIVE OF THE
ESTATE OF ROLAND WIENER**



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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. 2892 (the “Claim”) filed by Gerard Wiener, for himself and as representative of the estate of Roland Wiener (the “Claimant”) against Debtor GMAC Mortgage, LLC¹ (“GMACM”) for \$299,000.00 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.² 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 Frank DeLuca, attorney at McKelvie DeLuca, P.C., attached hereto as Exhibit 3 (the “DeLuca Decl.”).

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 “fraud, violation of statute, wrongful

¹ The Claim was originally improperly filed against Debtor Residential Capital, LLC, but was redesignated as a claim against GMACM pursuant to the *Order Granting Debtors’ Thirty-Eighth Omnibus Objection to Claims (Wrong Debtor Borrower Claims)* [Docket No. 5898].

² The Borrower Trust reserves all of its rights to object on any other basis to the Claim not set forth in this Objection, and the Borrower Trust reserves all of its rights to amend this Objection should any further bases come to light.

foreclosure, negligence.” Attached to the Claim is a Third Amended Complaint and Request for Injunctive Relief filed by the Claimant against GMACM and non-Debtor defendants (the “Third Amended Complaint”). The Third Amended Complaint asserts causes of action for (1) violation of MICH. COMP. LAWS SERV. § 600.3205a-c (LexisNexis 2016) (“MCL § 600.3205” or the “Loan Modification Statute”); (2) negligence; (3) breach of contract; (4) agency/respondent superior; (5) temporary restraining order and permanent injunction; (6) conversion; (7) declaratory judgment; (8) action to determine interest in land under MCR 3.411; and (9) slander of title. All of the causes of action purportedly arise out of the servicing of a loan in the name of the Claimant’s father and the subsequent foreclosure sale of the property securing the loan.

2. The Claimant establishes neither any wrongdoing by any debtor nor any viable cause of action arising out of his allegations. The Claimant’s statutory claims related to the foreclosure sale fail because either the statute does not provide for a remedy currently available to the Claimant or the Claimant failed to allege any violation of the statute. In addition, the Claimant’s breach of contract claim is barred by the statute of frauds, and even if a contract existed, the Claimant would have been in breach of the purported agreement.

3. Similarly, the Claimant’s negligence claim is not only barred by the statute of frauds, but the Claimant cannot establish that GMACM owed him a duty, a necessary element for any negligence claim. The Claimant also failed to sufficiently allege the elements of a slander of title claim, and because Michigan does not permit a conversion claim for real property, that claim fails as well. Finally, the Claimant’s request for

declaratory and injunctive relief is improper because, in addition to failing for the reasons described above, such relief is not available under the Bankruptcy Code.

4. Therefore, as more fully described in the objection, the Claim should be disallowed and expunged in its entirety from the Claims Register (defined below).

JURISDICTION, VENUE, AND STATUTORY PREDICATE

5. 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.

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

BACKGROUND

7. 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).

8. 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”).

9. On November 9, 2012, the Claimant filed the Claim. See Claim.

10. 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

Borrowers³ and sets forth a process for the Debtors to follow before objecting to certain categories of Borrower Claims (the “Borrower Claim Procedures”).

11. 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, however, no response was received. See Lathrop Decl. ¶ 4.

12. 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].

13. 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.

³ As used herein, the terms “Borrower” and “Borrower Claims” have the meanings ascribed to them in the Plan (defined below).

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

14. 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

15. 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

16. On February 12, 1997, Debtor Homecomings Financial Network, Inc. originated a loan (the “Loan”) in the amount of \$87,500.00 to Roland C. Wiener (“Roland Wiener”), evidenced by a note (the “Note”) and secured by a mortgage (the “Mortgage”) executed by Roland Wiener on property located at 1946 Parmenter, Apt. 305, Royal Oak,

Michigan, 48073 (the “Property”). Copies of the Note and the Mortgage are attached to the Lathrop Decl. as Exhibit A and Exhibit B, respectively. The Loan was transferred to the Federal Home Loan Mortgage Corporation (“Freddie Mac”). See Lathrop Decl. at ¶ 5. The terms of the Note require a monthly payment of \$688.36. See Note.

17. Debtor Homecomings Financial, LLC serviced the Loan from origination until servicing was transferred to GMACM on September 11, 2006. GMACM serviced the Loan until the Property was sold at REO sale on September 20, 2010. See Lathrop Decl. ¶ 6.

18. On or around April 2009, the Claimant informed GMACM that Roland Wiener had passed away. See Servicing Notes at 70 of 87, attached to the Lathrop Decl. as Exhibit C.

19. On May 1, 2009, the Loan became delinquent, as it was owing for the April 1, 2009 payment. See Servicing Notes at 2 of 87. As a result, GMACM initiated foreclosure by advertisement proceedings in August 2009, and a sheriff’s sale was scheduled for September 8, 2009. See id. at 60 of 87.

20. The Claimant’s attorney contacted GMACM on August 17, 2009 to request a meeting to discuss a possible loan modification pursuant to MCL § 600.3205. See August 17, 2009 Letter, attached to the DeLuca Decl. as Exhibit B. The Claimant was put in contact with Patricia Scully (“Ms. Scully”), a loss mitigation specialist at GMACM. See Servicing Notes at 60 of 87.

21. On October 7, 2009, Ms. Scully sent the Claimant a proposed six-month special forbearance agreement (the “October 7 Forbearance Agreement”) that would have adjourned the foreclosure sale while the Claimant determined what he wanted to do

with the property after the death of Roland Wiener. See October 7 Forbearance Agreement, attached to the DeLuca Decl. as Exhibit C. The October 7 Forbearance Agreement called for six payments of \$480.79, with payments due on the 15th of each month beginning with November 15, 2009 and ending April 15, 2010. See id. The October 7 Forbearance Agreement also stated that monthly payments under the agreement were to be made via certified funds and provided an address where funds were to be sent. See id. The October 7 Forbearance Agreement also indicated that the Claimant needed to provide GMACM with additional information showing his ability to pay the Loan if he wanted a loan modification. See id. In the email attaching the October 7 Forbearance Agreement, Ms. Scully says “Upon receipt of the first installment on the Forbearance I can cancel the [foreclosure] sale, then the Estate will have time to decide how they wish to proceed. Please advise. I have enclosed a copy of the Forbearance agreement for your review.” See October Email Chain, attached to the DeLuca Declaration as Exhibit D.

22. On October 14, 2009, counsel for the Claimant sent an email to Ms. Scully indicating that the estate is “inclined” to enter into the October 7 Forbearance Agreement, but requested that the date of payment be changed.⁴ See October Email Chain. On or around October 14, 2009, Ms. Scully adjourned the foreclosure sale to November 17, 2009. See Servicing Notes at 53 of 87.

23. Plaintiff neither returned a signed copy of the October 7 Forbearance Agreement to GMACM nor made the monthly payment required to be made on November 15, 2009. See Servicing Notes.

⁴ Counsel for the Claimant requested that the date for payments be changed from the 10th of the month to the 15th of the month. It is unclear why this is being requested, as the October 7 Forbearance Agreement already provided for a payment date of the 15th of each month. See October 7, Forbearance Agreement.

24. GMACM did not hear from the Claimant until November 16, 2009, when the Claimant contacted Ms. Scully via email indicating that he had attempted to make a payment online to his GMACM account (even though the October 7 Forbearance Agreement required payments to be made by certified funds and sent either to GMACM directly or through Western Union). See November 16, 2009 Email Chain, attached to the DeLuca Decl. as Exhibit E; see also October 7 Forbearance Agreement. Ms. Scully responded that same day, indicating that because the Claimant never confirmed he was going to execute the October 7 Forbearance Agreement, the Property was set to go to a foreclosure sale on November 17, 2009. See November 16, 2009 Email Chain.

25. Despite this, Ms. Scully further adjourned the foreclosure sale, but the previous forbearance terms were no longer available through Freddie Mac's loan modification program. See November 23, 2009 Email Chain, attached to the DeLuca Decl. as Exhibit F. As a result, on November 19, 2009, Ms. Scully offered the Claimant a forbearance agreement for six months at a 70% reduction of the payment amount at the time (the "November 19 Forbearance Offer"). See id. In addition, Ms. Scully informed the Claimant that he would need to provide a completed HAMP financial package as soon as possible pursuant to Freddie Mac's guidelines in order to further adjourn the foreclosure sale. See id.

26. The Claimant provided information indicating that his sister would assume the mortgage. See November 23, 2009 Email Chain. At no time did he indicate an acceptance of the terms of the November 19 Forbearance Offer, or make any payment consistent therewith. See Servicing Notes. Ms. Scully responded that in order to assume the Loan, the Claimant would need to submit a completed HAMP package from his sister

and the Loan would need to be brought current. See November 23, 2009 Email Chain; see also Scully Deposition Transcript, at 81-82, attached to the DeLuca Decl. as Exhibit J.

27. More than a month later, on December 23, 2009, the Claimant faxed a HAMP package; however the package did not include necessary information, including income for the Claimant's sister or any information regarding homeowners insurance. See Scully Deposition at 89. Furthermore, because the package came in so close to the Christmas holiday, Ms. Scully was not in the office and therefore did not receive the package. See Scully Deposition, at 88-89.

28. As a result, the Property was sold at a foreclosure sale on January 5, 2010 to Freddie Mac for \$65,000. See Sheriff's Deed on Mortgage Foreclosure, attached to the DeLuca Decl. as Exhibit G. Prior to the sale, notice of the date of the sale was duly posted in a conspicuous place upon the premises described in the mortgage that the premises, or some part of them, would be sold on January 5, 2010. See id.

29. After the foreclosure sale, GMACM ceased to have any interest in the Property. See Lathrop Decl. ¶ 13.

30. The Claimant filed a suit against GMACM and non-Debtors Bankers Trust Company ("Bankers Trust"), Jeffrey Baskin, Lauren Newman, and Fifth Third Mortgage-MI, LLC on June 22, 2010 in the Circuit Court for the County of Oakland, Michigan (the "State Court"), Case Number 2010-111283-CH (the "Action"). See State Court Docket, attached hereto as Exhibit 5.

31. On June 30, 2010, the Claimant and GMACM stipulated to an order stating, "the redemption period is tolled pending further order of the court" (the "Redemption Period Order"). See Order Tolling Redemption Period, attached to the

DeLuca Decl. as Exhibit A. GMACM notified Freddie Mac of the Redemption Period Order on July 7, 2010. See Freddie Mac Email, attached to the DeLuca Decl. as Exhibit H. Due to an administrative error, Freddie Mac did not properly identify the Property as being on hold, and as a result, it sold the Property to Jeffrey Baskin and Lauren Newman on September 20, 2010. See Deed of Sale, attached to the DeLuca Decl. as Exhibit I. GMACM had no involvement with the sale. See Lathrop Decl. ¶ 13.

32. On November 24, 2010, the Claimant amended the complaint to add Freddie Mac as a defendant. Freddie Mac later removed the Action to the United States District Court for the Eastern District of Michigan (the “District Court”), case number 11-10770-GCS-PJK. See District Court Docket, attached hereto as Exhibit 6.

33. The Claimant amended the Complaint two additional times, filing the Third Amended Complaint on November 8, 2011. See Third Amended Complaint, attached to the Proof of Claim. In the Third Amended Complaint, the Claimant alleged causes of action for (1) violation of MCL § 600.3205; (2) negligence; (3) breach of contract; (4) agency/ respondeat superior; (5) a request for a temporary restraining order and permanent injunction; (6) conversion/statutory conversion; (7) declaratory judgment; (8) action under Michigan Court Rule 3.411; and (9) slander of title. See id.

34. On January 30, 2012, GMACM and Bankers Trust filed a motion for summary judgment directed at the Third Amended Complaint (the “First Summary Judgment Motion”). See District Court Docket. The Claimant filed a response to the First Summary Judgment Motion on March 19, 2012 (the “First Summary Judgment Response”). See First Summary Judgment Response, attached hereto as Exhibit 7. The District Court

scheduled a hearing on the motion for June 18, 2012. See District Court Docket. The proceedings were stayed when GMACM filed a notice of bankruptcy. See id.

35. On July 18, 2012, the Claimant filed a motion for relief from the automatic stay in this Court. See Docket No. 813. The parties agreed to modify the automatic stay on a limited basis, allowing the parties to move forward with the GMACM's summary judgment motion in the District Court (the "Order Modifying the Automatic Stay"). See Order Modifying the Automatic Stay [Docket No. 2275]. Pursuant to that order, the Claimant would be permitted to depose two (2) witnesses of GMACM. See id. The Order Modifying the Automatic Stay also provided that after the conclusion of those depositions, GMACM could renew its motion for summary judgment. See id.

36. The Claimant took the depositions of the two GMACM representatives on November 29 and 30, 2012. See DeLuca Declaration, ¶ 12. Thereafter, on December 20, 2012, GMACM renewed its motion for summary judgment (the "Second Summary Judgment Motion"). See District Court Docket.

37. The Claimant filed a response to the Second Summary Judgment Motion on February 6, 2013 (the "Second Summary Judgment Response"), and GMACM filed its reply on February 20, 2013. See Second Summary Judgment Response, attached hereto as Exhibit 8. On May 14, 2013, the District Court entered an order (the "District Court Order") denying, without prejudice, the Second Summary Judgment Motion on the grounds that there were disputed issues of fact as to whether or not GMACM had complied with the Order Modifying the Automatic Stay, and determined that without such a determination it could *not rule on the merits* of summary judgment. See District Court Order, attached hereto as Exhibit 9, at 2-3 (emphasis added).

ARGUMENT

38. The Claimant asserts causes of action based on the foreclosure sale.

For the following reasons, those causes of action fail as a matter of law.

1. Because the Claimant Did Not Seek to Convert the Foreclosure Sale to A Judicial Foreclosure, MCL § 600.3205 Claim is Moot

39. MCL § 600.3205 was a statute that, at the time at issue in this Objection, “permitted a court to convert a foreclosure by advertisement into a judicial foreclosure in certain circumstances.” See Mrla v. Fannie Mae, No. 15-CV-13370, 2016 WL 3924112, at *9 n. 5 (E.D. Mich. July 21, 2016). The Claimant asserts that GMACM violated MCL § 600.3205 by (a) failing to provide the Claimant with a copy of the calculation made to determine eligibility for a loan modification; (b) failing to provide the Claimant with a copy of the program, process, or guidelines under which GMACM would make its determination; and (c) failing to proceed to foreclosure by judicial action. See Third Amended Complaint ¶ 73.

40. Through his cause of action under MCL § 600.3205, the Claimant is attempting to utilize the statute to set aside the foreclosure sale and seek damages. However, neither of these remedies is available under the statute. In fact, the only remedy that is available became moot as soon as the foreclosure sale was completed.

41. It is well-settled law in Michigan that the Michigan Loan Modification Statute does not allow a court to set aside a foreclosure sale if the statute is violated. Rather, the only remedy provided for under the statute is to seek to convert a foreclosure sale being conducted pursuant to the statute to a judicial foreclosure. See MCL § 600.3205c(8); see also Narra v. Fannie Mae, No. 2:13-cv-12282, 2014 WL 505571, at *6 (E.D. Mich. Feb. 7, 2014) (“Courts have examined [the issue of available remedies] on

multiple occasions and have concluded that a borrower's sole relief for a purported violation of the loan modification statutes is to seek to convert the foreclosure sale to a judicial foreclosure.") (citing Riley-Jackson v. Ocwen Loan Servicing, LLC, No. 13-cv-12538, 2013 WL 5676827, at *4 (E.D. Mich. Oct. 18, 2013)). Under MCL § 600.3205(c)(8), the Claimant would have "had to act before the foreclosure by advertisement was completed." Adams v. Wells Fargo Bank, N.A., No. 11-10150, 2011 WL 3500990, at *4 (E.D. Mich. Aug. 10, 2011). "The governing provision [of MCL § 600.3205] allows specified borrowers to convert a foreclosure by advertisement to a judicial foreclosure; it does not allow those borrowers to avoid foreclosure altogether or set aside a completed foreclosure." See id.

42. Here, the Claimant did not act to convert the foreclosure, and therefore, his remedy expired and his claim under MCL § 600.3205 is moot. See Narra, 2014 WL 505571, at *6. Consequently, the Claimant's cause of action under that statute fails as a matter of law.

2. The Claimant's Allegations Regarding Irregularities in the Foreclosure Sale Are Not Sufficient to Overcome the Presumptive Validity of the Sheriff's Deed

43. In the Second Summary Judgment Response, which was filed after the Bar Date and after the close of discovery in the underlying litigation, the Claimant alleged for the first time that he did not receive notice of the January 5, 2010 foreclosure sale. See Second Summary Judgment Response at 16-17. While unclear, the Claimant appears to be asserting a new cause of action for violation of MICH. COMPL. LAWS SERV. § 600.3220 (LexisNexis 2016) ("MCL § 600.3220"), which governs the procedure for adjourning a foreclosure sale in a foreclosure by advertisement proceeding. However, this new cause of action fails because it is contradicted by the law in Michigan.

44. MCL § 600.3220 states that a sheriff may adjourn a foreclosure sale by “posting a notice of such adjournment before or at the time of and at the place where said sale is to be made....” MCL § 600.3220. If the adjournment is for more than one week, the notice shall also be published in “the newspaper in which the original notice was published...” See id.

45. Here, the Claimant does not make any allegations that GMACM did not comply with the statute. In fact the Third Amended Claimant admits that he received notice that the foreclosure sale was adjourned to December 29, 2009, one week prior to the actual sale date of January 5, 2010. See Third Amended Complaint, ¶ 53. Thus, under MCL § 600.3220, GMACM was only required to post notice of the adjournment at the place of sale, which is evidenced by the Sheriff’s Deed. The “Sheriff’s Deed ... constitutes presumptive evidence of the facts contained therein and establishes compliance with the related statutory requirements. See Pauley v. Bank of America, N.A., Civ. No. 14-13069, 2016 WL 213032, at *2 (E.D. Mich. Jan. 19, 2016). The statute does not require that the borrower *receive* actual notice of the adjourned sale date, only that notice is posted at the place of sale. see McKinstry-Austin v. JPMorgan Chase Bank, N.A., Civ. No. 14-13069, 2015 WL 5591106, *6 (E.D. Mich. Sept. 22, 2015) (“The statute does not require borrowers be given actual notice...”). Therefore the Claimant’s assertion that he was not provided with notice of the sale date does not mean that GMACM did not comply with the statutory notice procedures.

46. Regarding the Claimant’s allegations that there is no evidence any notices were published after the first adjournment in October 2009, this argument fails because the Claimant has failed to demonstrate any prejudice from this alleged defect. The

Claimant admits that he received notice of the December 29, 2009 sale date, and the subsequent adjournment was conducted pursuant to M.C.L. § 600.3220. Therefore, the Claimant has not established that he was harmed by the alleged failure to publish the prior notifications. See Spadafore v. Aurora Loan Servcs, LLC, 564 Fed. Appx. 168, 172 (6th Cir. 2014) (holding that an alleged failure to republish notices of adjournment did not invalidate a foreclosure sale when the plaintiffs had notice of the foreclosure proceedings). As a result, the Claimant's cause of action for violation of MCL § 600.3220 fails as a matter of law.

3. Breach of Contract

47. Claimant also asserts a cause of action for breach of contract. See Third Amended Complaint ¶¶ 78-82. When discussing this claim, the Third Amended Complaint and the First Summary Judgment Response contain contradictory theories as to when an alleged contract was created. In the Third Amended Complaint, the Claimant asserts that a forbearance agreement was entered into on November 20, 2009 as a result of the November 19 Forbearance Offer. See Third Amended Complaint ¶ 79. In contrast, the First Summary Judgment Response asserts that the October 7 Forbearance Agreement was the valid contract. See First Summary Judgment Motion at 13-14. However, no matter which theory the Claimant asserts, the cause of action fails because: (1) the parties never actually entered into a written forbearance agreement, (2) any alleged oral agreement is barred by the statute of frauds, and (3) even if there was an agreement, the Claimant was in breach by not making the required payment.

48. "Under Michigan law, the elements of a breach of contract claim are: (1) the existence of a contract between the parties, (2) the terms of the contract require performance of certain actions, (3) a party breached the contract, and (4) the breach caused

the other party injury.” KP Bldg. Prods., Inc. v. Ciraulo Bros. Bldg. Co., No. 08-cv-11520, 2008 WL 5422693, at *3 (E.D. Mich. Dec. 30, 2008) (citation omitted). “One who first breaches a contract cannot maintain an action against the other contracting party for his subsequent breach or failure to perform.” Collins v. Wickersham, 862 F. Supp. 2d 649, 657 (E.D. Mich. 2012) (quoting Michaels v. Amway Corp., 522 N.W.2d 703, 706 (Mich. Ct. App. 1994)). The Claimant cannot satisfy any of the elements of a breach of contract cause of action.

a. There is No Written Agreement to Forbear Payment Under the Loan

49. In the First Summary Judgment Response, the Claimant asserts that the October 7 Forbearance Agreement was a binding contract because, even though the Claimant never actually signed the agreement, he expressed his intent via email to execute the agreement upon certain conditions and he attempted to make a payment. See First Summary Judgment Response at 17. However, as the Claimant admits, the email allegedly expressing his acceptance stated that “the estate was inclined to enter the forbearance agreement, with a requested change of the payment due date from the 10th to the 15th; that Plaintiff would sign the agreement; and to please advise by what means Plaintiff should submit the agreement.” See Third Amended Complaint, ¶ 48. However, this email merely demonstrates a purported intent to enter into the October 7 Forbearance Agreement in the future, it does not demonstrate that the agreement was actually agreed to or memorialized in writing.

50. In the Third Amended Complaint, the Claimant asserts that he entered into a forbearance agreement on or about November 20, 2009 when he faxed the paperwork for the assumption of the loan (presumably, asserting that he accepted the November 19 Forbearance Offer). See Third Amended Complaint ¶ 79. However, as is clear from the

emails between Scully and counsel to the Claimant, on or around November 19, 2009, the documents provided by the Claimant did not agree to the six month forbearance agreement, but instead submitted paperwork for an assumption. See November 23, 2009 Email Chain. This was made clear to the Claimant in Ms. Scully's email from November 23, 2009, where she indicated that an assumption package would need to be completed and that the loan would be brought current through that process. See November 23, 2009 Email Chain. She also indicated that the foreclosure sale would be adjourned to December 29, 2009 (less than a six-month adjournment). See id. Thus, the Claimant fails to provide any evidence of a written agreement to enter into a loan forbearance as a result of the November 19 Forbearance Offer.

b. Because There Was No Written Agreement, the Claimant Has Not Satisfied the Statute of Frauds

51. Without a written agreement, any alleged forbearance agreement fails under the statute of frauds. Michigan's statute of frauds relating to financial institutions provides as follows:

An action shall not be brought against a financial institution to enforce any of the following promises or commitments of the financial institution unless the promise or commitment is in writing and signed with an authorized signature by the financial institution:

- (a) A promise or commitment to lend money, grant or extend credit, or make any other financial accommodation.
- (b) A promise or commitment to renew, extend, modify, or permit a delay in repayment or performance of a loan, extension of credit, or other financial accommodation.
- (c) A promise or commitment to waive a provision of a loan, extension of credit, or other financial accommodation.

MICH. COMPL. LAWS SERV. § 566.132(2)(a-c) (LexisNexis 2016).⁵ Here, because the Claimant does not allege and/or produce evidence that there was a “promise or commitment in writing and signed with an authorized signature” by GMACM to “modify or permit a delay in repayment or performance of the loan” or to make “any other financial accommodation,” there is no agreement in accordance with the statute of frauds, and the Claimant’s breach of contract cause of action fails.

c. The Claimant Would Have Been In Breach of Either Purported Agreement

52. Even if the Claimant did enter into some sort of forbearance agreement either through the October 7 Forbearance Agreement or on November 19, 2009, the Claimant cannot pursue a breach of contract claim under either of these alleged agreements because the Claimant breached the alleged agreements by not making the required payments. There is no dispute that the Claimant did not make the November 15 payment as would have been required by the alleged October 7 Forbearance Agreement, nor did he make any payment under the alleged agreement from November 20, 2009. At the time of the foreclosure sale on January 5, 2010, the last payment made on the account was in March 2009, and the account was owing for the April 2009 payment.

53. There can be no breach of contract cause of action if the plaintiff was in default of the contract at the time of the alleged breach. See Michaels v. Amway Corp., 522 N.W. 2d 703 (Mich. Ct. App. 1994); see also White v. Wells Fargo, N.A., No. 2:14-cv-12506, 2015 WL 1842811, at *4 (E.D. Mich. Apr. 22, 2015) (holding that a plaintiff

⁵ MCL 566.132(3) provides as follows: “As used in subsection (2), ‘financial institution’ means a state or national chartered bank, a state or federal chartered savings bank or savings and loan association, a state or federal chartered credit union, a person licensed or registered under the mortgage brokers, lenders, and servicers licensing act, Act No. 173 of the Public Acts of 1987, being sections 445.1651 to 445.1683 of the Michigan Compiled Laws, or Act No. 125 of the Public Acts of 1981, being sections 493.51 to 493.81 of the Michigan Compiled Laws, or an affiliate or subsidiary thereof.”

borrower could not sustain a cause of action for breach of a loan modification agreement for the defendant's foreclosure where the plaintiff failed to make the required payment under the agreement). Therefore, in addition to the reasons stated above, the Claimant's breach of contract claim fails because he was in breach of the purported agreements he alleges were entered into prior to the foreclosure sale, and therefore cannot assert a claim for GMACM's subsequent breach of those fictitious agreements.

d. The Claimant Cannot Save His Claims Under a Promissory Estoppel Theory

54. The Claimant also suggests that the doctrine of promissory estoppel could apply to the breach of contract claim. See Second Summary Judgment Response at 18. However, promissory estoppel will not save the Claimant's breach of contract claim. The Michigan Court of Appeals has specifically addressed this question, holding that the legislature's intent when answering the question whether MCL § 566.132(2) bars enforcement of an oral promise or commitment. The court stated that "it would make absolutely no sense to conclude that the Legislature enacted a new section of the statute of frauds specifically addressing oral agreements with financial institutions but, nevertheless, the Legislature still intended to allow promissory estoppel to exist as a cause of action for those same oral agreements." Crown Technology Park v. Dan Bank, FSB, 619 N.W.2d 66, 72 (Mich. Ct. App. 2000) (holding that a promissory estoppel claim should be disposed because there was "no relief available.") Id. at 73. The Claimant's attempt to circumvent the clear, unambiguous language provided for in MCL § 566.132(2) is futile. As a result, the Claimant's breach of contract claim is meritless and must be dismissed as a matter of law.

4. Negligence

55. The Claimant's negligence claim is barred because there is a contract in place governing the rights and obligations of the parties. Michigan law is clear: where there is a contract at issue and a plaintiff brings causes of action for breach of contract and tort, there must be a violation of a specific legal duty that is "separate and distinct" from the contract to allow the tort claim to continue. Fultz v. Union-Commerce Assocs., 683 N.W.2d 587 (Mich. 2004); Hart v. Ludwig, 79 N.W.2d 895 (Mich. 1956). If there is no specific duty pled that is "separate and distinct" from the contract, then the non-contract cause of action – here, negligence – fails as a matter of law. Id.

56. Here, there is an express contract governing the rights and obligations of the parties: the Note and Mortgage. The Claimant has not alleged and cannot show that there is a specific legal duty that is separate and distinct from the Note and Mortgage to support a negligence claim. Therefore, the Claimant's negligence claim fails on the merits.

57. Furthermore, if a borrower's negligence claim relies on enforcement of the terms of an alleged oral promise, then MCL § 566.132(2) is a bar to adjudicating the claim on its merits. Crown v. Tech., 619 N.W.2d 66 at 74. As the Court of Appeals in Crown explained in dismissing a negligence claim that was asserted to circumvent the statute of frauds, a negligence claims in this context is "at its core, an action to enforce an oral promise and, accordingly, is barred by M.C.L. § 566.132(2)." Therefore, no relief is available for such a claim, and the Claimant's negligence claim also fails as a matter of law.

58. To the extent the Claimant's negligence claim is also premised on GMACM's alleged violation of the Loan Modification statute, the claim fails because a necessary element of a negligence claim is a duty owed to the defendant by the Plaintiff. West-Bowlsen v. U.S. Bank, N.A., No. 13-13584, 2014 WL 3124239, at *6 (E.D. Mich.

July 8, 2014) (“To establish negligence, a plaintiff must show that the defendant owed the plaintiff a duty....”). Courts in Michigan have been clear that a loan servicer does not owe a duty of care to a borrower to evaluate them for a loan modification. See Ryan v. Ocwen Loan Servicing, LLC, No. 15-11555, 2016 WL 1242433, at *3 (E.D. Mich. Mar. 30, 2016) (holding that a servicer owes no duty of care to a borrower to evaluate a request for a loan modification, under either the Home Affordable Modification Program or the borrower/lender relationship); West-Bowlsen, 2014 WL 3124239, at *5 (allegations that Defendant’s negligence resulted in violation of M.C.L. § 600.3205 were not sufficient to state a claim for negligence against a servicer because banks do not owe a duty of care to borrowers). Thus, GMACM did not owe a duty of care to the Claimant with regard to the loan modification.

59. Furthermore, to allow a claim for negligence for violation of MCL § 600.3205 would allow the Claimant to plead around the intention of the legislature. As with the statute of frauds, the legislature was very clear regarding the limited remedies available to borrowers for a violation of MCL § 600.3205. See Narra, 2014 WL 505571, at *6. A claim for negligence would open the door to remedies that were not contemplated by the statute, in violation of the intent of the legislature. See McClements v. Ford Motor Co., 702 N.W.2d 166, 171 (Mich. 2005) (“Where a statute gives new rights and prescribes new remedies, such remedies must be strictly pursued; and a party seeking a remedy under the act is confined to the remedy conferred thereby and to that only.”) (citation omitted); Coldsnow v. Farris, No. 174779, 1996 WL 33363104, at *2 (Mich. Ct. App. June 7, 1996) (plaintiff could not plead around exclusive remedy in Dramshop Act by asserting a negligence claim). Therefore, in addition to being unable to identify a legal duty of

GMACM as servicer, the Claimant's negligence claim fails for the same reasons as his MCL § 600.3205 claim.

5. Conversion/Statutory Conversion

60. The Claimant asserts that GMACM acted in concert with Freddie Mac to "willfully and wrongfully assert possession and control over the subject property as well as aided in the conversion of the property." Third Amended Complaint ¶ 102. However, this claim lacks merit because it does not involve the conversion of personal property.

61. Michigan law does not recognize a claim for statutory conversion of real property – a claim for statutory conversion will only lie where the property at issue is personal, movable property. Hurley v. Deutsche Bank Co. Americas, No 07-11924, 2008 WL 373426 (E.D. Mich. Feb. 12, 2008). Michigan defines "conversion" as "any distinct act of dominion wrongfully exerted over another's personal property in denial of or inconsistent with their rights therein." Thomas v. Mussog, No. 278060, 2008 WL 1991718, at *1 (Mich. App. May 8, 2008) (citation omitted); see also Brennan v. Edward D. Jones & Co., 626 N.W.2d 917, 919 (Mich. App. 2001) (defining conversion as "any distinct act of dominion wrongfully exerted over another's personal property."); Head v. Phillips Camper Sales & Rental, Inc., 593 N.W.2d 595, 603 (Mich. Ct. App. 1999) (defining conversion as "any distinct act of domain wrongfully exerted over another's personal property in denial of or inconsistent with the rights therein.") (citation omitted).

62. In Hurley, the Court recognized the distinction between personal and real property for purposes of a statutory conversion claim under MCL § 600.2919(a). That case involved a claim of statutory conversion by former homeowners against banks that had foreclosed on their homes. Id. The defendant argued that "conversion only applies to

personal property”, and the Court agreed, concluding that the only reason conversion could lie was because the personal property at issue was not a fixture.

63. Here it is undisputed that the Property is real, rather than personal, property. As a result, there is no question that the Claimant’s claim for conversion is unsupported by the statute and the cases thereunder. This was also recognized by the District Court, which rejected the Claimant’s conversion claim against the other defendants because it did not “involve a claim for conversion of personal, moveable property, rather than real property.” *See Opinion and Order Granting Defendant’s Motions for Summary Judgment (#41, 56, and 58) Except as to GMAC Mortgage, LLC and Denying Plaintiff’s Motion to Extend Dates and Permit Discovery (#74)*, attached hereto as Exhibit 10. As a result, the Claimant’s conversion cause of action fails as a matter of law.

6. Slander of Title

64. In Michigan, slander of title claims have both a common law and statutory basis. To establish a slander of title at common law, the Claimant must show falsity, malice and special damages, i.e., that GMACM “maliciously published false matter disparaging [the Claimant’s] title, causing [the Claimant] special damages.” Sullivan v. Thomas Org., PC, 276 N.W.2d 522 (Mich. Ct. App. 1979). The same three elements are required in slander of title actions brought under MCL 565.108. GKC Mich. Theaters, Inc. v. Grand Mall, 564 N.W.2d 117 (Mich. Ct. App. 1997) (applying the standard to a claim brought under the statute). The Claimant has failed to plead both the falsity and malice elements.

65. The Claimant’s slander of title claim is based on allegations that GMACM commenced foreclosure proceedings while there was an agreement to forbear and that it filed “false notices of foreclosure by advertisement that were patently untrue on their

face.” See Third Amended Complaint ¶¶ 114-116. As to the first allegation, as discussed above, there was no valid agreement to forbear foreclosure proceedings, and the Claimant was in default under the terms of the Note and Mortgage. Therefore, there was nothing improper about the foreclosure sale, as GMACM acted in accordance with its contractual rights, and it could not have acted with malice in continuing with a proper foreclosure. Furthermore, as with his negligence claim, the slander of title cause of action is merely an attempt to get around the statute of frauds. See Crown Tech. Park, 619 N.W.2d at 72 (the language in MCL §566.132(2) is “unambiguous” and “plainly states that a party is precluded from bringing a claim—no matter its label—against a financial institution to enforce the terms of an oral promise to waive a loan provision.”).

66. The Claimant’s allegation that the foreclosure notices were “patently untrue,” is also insufficient to plead slander of title. See Third Amended Complaint ¶ 116. Such conclusory statements neither allege what false statements were made in the foreclosure notices, nor allege that GMACM published said notices with malice, and therefore these allegations are insufficiently pled. Mefaj v. IndyMac FSB, No. 14-13486, 2015 WL 2343812, at *5 (E.D. Mich. May 14, 2015) (slander of title claim was insufficient where it failed to identify any false statements or allege malice).

67. The Claimant also asserts that GMACM facilitated the sale of the property in violation of the court order and *lis pendens* that was filed in June 2010. See Third Amended Complaint ¶ 117. However, it is undisputed that GMACM had no further interest in the Property at the time Freddie Mac sold the Property, and GMACM fulfilled its obligations under the court order by informing Freddie Mac of the order. See ¶ 31 *supra*.

Thus, GMACM did not cause the allegedly false *lis pendens* to be filed, and the Claimant's slander of title claim fails.

7. Declaratory and Injunctive Relief

68. The Claimant's final causes of action are for Declaratory Relief, Permanent Injunction, and Setting Aside the Foreclosure Sale. See Third Amended Complaint ¶¶ 88-97, 106-112. These claims are based on the same allegations as the previous claims, and therefore fail for the same reasons. Additionally, even if the Claimant could demonstrate the viability of the previous claims he cannot obtain the declaratory or injunctive relief requested. 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, such relief is inappropriately sought through the claims allowance process, especially in this context where the requested relief would be applied to an alleged contract that no Debtor entity is 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: September 9, 2016
New York, New York

/s/ Norman S. Rosenbaum

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Counsel for the ResCap Borrower Claims Trust

Hearing Date: October 13, 2016 at 2:00 p.m. (Prevailing Eastern Time)
Response Deadline: September 30, 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. 2892 FILED BY GERARD WIENER, FOR HIMSELF
AND AS REPRESENTATIVE OF THE ESTATE OF ROLAND WIENER**

PLEASE TAKE NOTICE that the undersigned has filed the attached *ResCap Borrower Claims Trust's Objection to Claim No. 2892 Filed by Gerard Wiener, for Himself and as Representative of the Estate of Roland Wiener* (the "**Objection**").

PLEASE TAKE FURTHER NOTICE that a hearing on the Objection will take place on **October 13, 2016 at 2:00 p.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 **September 30, 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 Jessica J. Arett); (c) the Office of the United States Trustee for the Southern District of New York, U.S. Federal Office Building, 201 Varick Street, Suite 1006, New York, NY 10014 (Attention: Linda A. Riffkin and Brian S. Masumoto); (d) The ResCap Liquidating Trust, Jill Horner (Jill.Horner@rescapestate.com) and Paul Grande, ResCap Liquidating Trust Chief Treasury Director (paul.grande@rescapestate.com); (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 Gerard Wiener, David J. Brown, Attorney at Law, 1135 Ulloa Street, San Francisco, CA 94127.

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: September 9, 2016
New York, New York

/s/ Norman S. Rosenbaum

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*Counsel for the ResCap Borrower Claims
Trust*

Exhibit 1

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

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

**ORDER GRANTING THE RESCAP BORROWER CLAIMS TRUST’S OBJECTION TO
CLAIM NO. 2892 FILED BY GERARD WIENER, FOR HIMSELF AND AS
REPRESENTATIVE OF THE ESTATE OF ROLAND WIENER**

Upon the objection (the “Objection”)¹ of the ResCap Borrower Claims Trust (the “Borrower Trust”) established pursuant to the terms of the confirmed Plan filed in the Chapter 11 Cases, as successor in interest to the above-captioned debtors (collectively, the “Debtors”) with respect to Borrower Claims, to Proof of Claim Number 2892 (the “Proof of Claim”) filed by Gerard Wiener, for himself and as representative of the estate of Roland Wiener, seeking entry of an order (the “Order”) 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, disallowing and expunging the Proof of Claim on the basis that the Debtors have no liability with respect to the Proof of Claim, all as more fully set forth in the Objection; and the Court having jurisdiction to consider the Objection and the relief requested therein 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 pursuant to 28 U.S.C. §§ 1408 and 1409; and due and sufficient notice of the Objection having been provided; and upon consideration of the Objection, the *Declaration of Sara Lathrop in Support of the ResCap*

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

Borrower Claims Trust's Objection To Claim No. 2892 Filed by Gerard Wiener, For Himself and As Representative of the Estate of Roland Wiener, and the Declaration of Frank M. DeLcua in Support of the ResCap Borrower Claims Trust's Objection To Claim No. 2892 Filed by Gerard Wiener, For Himself and As Representative of the Estate of Roland Wiener; and the Court having found and determined that the relief requested in the Objection is in the best interests of the Borrower Trust, the Borrower Trust's beneficiaries, and all parties in interest; and the Court having found and determined that the legal and factual bases set forth in the Objection establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefore, it is hereby

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

ORDERED that, pursuant to section 502(b) of the Bankruptcy Code, the Proof of 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 Proof of 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 Proof of 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. 2892 FILED BY
GERARD WIENER, FOR HIMSELF AND AS REPRESENTATIVE OF THE
ESTATE OF ROLAND WIENER**

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. 2892 Filed By Gerard Wiener, For Himself and as Representative of the Estate of Roland Wiener* (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

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.

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 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 Claimant. 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, however, no response was received.

5. On February 12, 1997, Debtor Homecomings Financial Network, Inc. originated a loan (the “Loan”) in the amount of \$87,500.00 to Roland C. Wiener (“Roland Wiener”), evidenced by a note (the “Note”) and secured by a mortgage (the “Mortgage”) executed by Roland Wiener on property located at 1946 Parmenter, Apt. 305, Royal Oak, Michigan, 48073 (the “Property”). Copies of the Note and the Mortgage are attached hereto as Exhibit A and Exhibit B, respectively. The Loan was transferred to the Federal Home Loan

Mortgage Corporation (“Freddie Mac”). The terms of the Note require a monthly payment of \$688.36. See Note.

6. Debtor Homecomings Financial, LLC serviced the Loan from origination until servicing was transferred to GMACM on September 11, 2006. GMACM serviced the Loan until the property was sold at REO sale on September 20, 2010. See Servicing Notes at 10 of 87.

7. On or around April 2009, the Claimant informed GMACM that Roland Wiener had passed away. See Servicing Notes at 70 of 87, attached hereto as Exhibit C.

8. On May 1, 2009, the Loan became delinquent, as it was owing for the April 1, 2009 payment. See Servicing Notes at 2 of 87. As a result, GMACM initiated foreclosure by advertisement proceedings in August 2009, and a sheriff’s sale was scheduled for September 8, 2009. See id at 60 of 87.

9. On August 25, 2009, the Claimant was put in contact with Patricia Scully (“Ms. Scully”), a loss mitigation specialist at GMACM. See Servicing Notes at 60.

10. On or around October 14, 2009, Ms. Scully adjourned the foreclosure sale to November 17, 2009. See Servicing Notes at 53 of 87.

11. Plaintiff neither returned a signed copy of the October 8 Forbearance Agreement to GMACM nor made the monthly payment required to be made on November 15, 2009. See Servicing Notes.

12. At no time did the Claimant indicate an acceptance of the terms of the November 19 Forbearance Offer, or make any payment consistent therewith. See Servicing Notes.

13. After the foreclosure sale on January 5, 2010, GMACM ceased to have any interest in the Property, and nothing in the Books and Records suggests that GMACM was involved with the sale of the Property to third parties on September 21, 2010.

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

Dated: September 9, 2016

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

Exhibit A

NOTE

FEBRUARY 12, 1997

PONTIAC

[City]

, MICHIGAN

[State]

1946 PARMENTER

ROYAL OAK, MI 48073

[Property Address]

1. BORROWER'S PROMISE TO PAY

I, the undersigned, have received, I promise to pay U.S.\$ 87,500.00 (this amount is called principal), plus interest, to the order of the Lender. The Lender is HOMECOMINGS FINANCIAL NETWORK, INC. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 12.000 %.

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

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

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on APRIL 1 1997. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on MARCH 1, 2027, 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 P.O. BOX 808024, PETALUMA, CA 94975 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S.\$ 688.36

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

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

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

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

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

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

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 this Security Instrument without further notice or demand on Borrower.

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



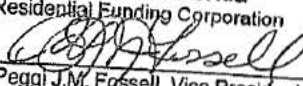
ROLAND C. WIENER (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

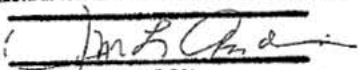
(Seal)
-Borrower

[Sign Original Only]

PAY TO THE ORDER OF
Bankers Trust Company as Trustee
WITHOUT RECOURSE
Residential Funding Corporation
BY 
Peggi J.M. Fossell, Vice President

See Attached Allonge

WITHOUT RECOURSE
PAY TO THE ORDER OF
RESIDENTIAL FUNDING CORPORATION



JULI L. ANDERSON
ASSISTANT SECRETARY
HOMECOMINGS FINANCIAL NETWORK, INC.,
A DELAWARE CORPORATION

Exhibit B

(LIBER 17008 PG 710)

(FEB 24 97 04 41 51)

LIBER 19911 PG 200

DRAFTED BY KRIS BOBBE.
When Recorded, Mail To:
HomeComings Financial Network, Inc.
P.O. Box 808024

\$ 23.00 MORTGAGE
24 FEB 97 11:06 A.M. RECEIPT #8
PAID RECORDED - OAKLAND COUNTY
LYNN D. ALLEN, CLERK/REGISTER OF DEEDS
\$ 2.00 REMUNERATION

151406

Petaluma, CA 94975-8024

OE 189164 63-677635

[Space Above This Line For Recording Data]

LIBER 19911 PAGE 200

MORTGAGE

\$23.00 MORTGAGE
\$2.00 REMUNERATION
04/29/1999 03:51:39 P.M. RECEIPT# 25874
PAID RECORDED - OAKLAND COUNTY
G. WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

THIS MORTGAGE ("Security Instrument") is given on

The mortgagor is SINGLE
ROLAND C. WIENER, A MARRIED MAN

, whose address is

1946 PARMENTER, ROYAL OAK, MI 48073

("Borrower"). This Security Instrument is given to

HOMECOMINGS FINANCIAL NETWORK, INC.

which is organized and existing under the laws of

DELAWARE

, and whose address is

P.O. BOX 808024, PETALUMA, CA 94975

("Lender"). Borrower owes Lender the principal sum of

EIGHTY SEVEN THOUSAND FIVE HUNDRED AND NO/100

Dollars (U.S. \$ 87,500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on

MARCH 1, 2027. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to Lender, with power of sale, the following described property located in

OAKLAND County, Michigan:

SEE ATTACHED LEGAL DESCRIPTION

Rerecord to include name of condominium

O.K. - ML

GRECO

which has the address of

[Street] 1946 PARMENTER, ROYAL OAK

[City]

Michigan

48073
[Zip Code]

("Property Address");

O.K. - J.S.

LIBER 19911PG201

LIBER 17008PG711

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

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

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may 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 such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may 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. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may 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, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or 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 floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and

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for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. 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 any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument 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. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

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LIBER 17008 PG 713

any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the 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 condemnor offers to make an award or 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 proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. 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 any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument 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 under the Note.

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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

LIBER 19911PG207

LIBER 17008PG714

applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) 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; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may 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 in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 17 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 paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale to Borrower in the manner provided in paragraph 14. Lender shall publish and post the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall prepare and file a discharge of this Security Instrument without charge to Borrower.

LIBER 19911PG208

LIBER 17008PG715

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

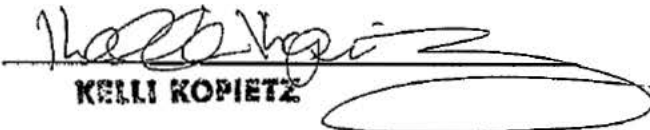
- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input checked="" type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] | | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:


KATHLEEN J. KULCHYSKI


ROLAND C. WIENER (Seal)
-Borrower


KELLI KOPIETZ

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF MICHIGAN, OAKLAND County ss:

The foregoing instrument was acknowledged before me this February 12, 1997
(date)

by ROLAND C. WIENER, A SINGLE MAN
(person acknowledging)

KATHLEEN J. KULCHYSKI
Notary Public, Livingston County, Mich.
Acting in Oakland County, MI
My Commission Expires 8-14-2009

My commission expires:

Notary Public,


Notary Public
County, Michigan.

This instrument was prepared by Kelli Kopietz.

LEGAL DESCRIPTION:

LIBER 19911PC204

(LIBER 17008PC716)

Land in the City of Royal Oak, Oakland County, Michigan, described as:

Apartment 305, Building 53, Segment 19, COVENTRY PARKHOMES CONDOMINIUM, according to the Superseding Consolidated Master Deed recorded in liber 7152, pages 305 through 497, both inclusive, and First Amendment to Superseding Consolidated Master Deed recorded in liber 7868, pages 727 through 732, both inclusive, and Second Amendment to the Superseding Consolidated Master Deed recorded in liber 8333, pages 897 through 899, both inclusive, and Second Amendment to the Superseding Consolidated Master Deed recorded in liber 14227, pages 725 through 747, both inclusive, Oakland County Records, and designated as Oakland County Condominium Subdivision Plan No. 240 together with rights in general common elements and limited common elements, as set forth in the above described Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

9000240

Commonly known as: 1946 PARMENTER
Parcel Identification No. 20-32-476-086

LIBER 1991 REC 202

LIBER 17008 PG 717

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 12TH day of FEBRUARY, 1997, 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 by the undersigned (the "Borrower") to secure Borrower's Note to HOMECOMINGS FINANCIAL NETWORK, INC.

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

1946 PARMENTER ROYAL OAK, MI 48073

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

Conventry Parkhomes Condominium

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations. Borrower shall perform all of the Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

LIBER 19911 PG 203

LIBER 17008 PG 718

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;


(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumptions of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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


ROLAND C. WIENER (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

FEB 24 37044151

LIBR 17008PC710

Deeds & 4 Vets. Assoc.
When Recorded, Mail To:
HomeComings Financial Network, Inc.
P.O. Box 808024

\$ 23.00 MORTGAGE
24 FEB 97 11:06 A.M. RECEIPT# 88
PAID RECORDED - OAKLAND COUNTY
YVON D. ALLEN, CLERK/REGISTER OF DEEDS
\$ 2.00 REMONSTRATION

Petaluma, CA 94975-8024

08/24/16 13:47:25

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

FEBRUARY 12, 1997

The mortgagor is

SINGLE

ROLAND C. WIENER, A MINOR

whose address is

1946 PARMENTER, ROYAL OAK, MI 48073

("Borrower") This Security Instrument is given to

HOMECONINGS FINANCIAL NETWORK, INC.

which is organized and existing under the laws of

DELAWARE

, and whose address is

P.O. BOX 808024, PETALUMA, CA 94975

("Lender"). Borrower owes Lender the principal sum of

EIGHTY SEVEN THOUSAND FIVE HUNDRED AND NO/100

Dollars (U.S. \$ ~~87,500.00~~). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on

MARCH 1, 2027

. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, warrant, grant and convey to Lender, with power of sale, the following described property located in

OAKLAND County, Michigan:

SEE ATTACHED LEGAL DESCRIPTION

Handwritten initials and date: 2/20/97

RECO

which has the address of

1946 PARMENTER, ROYAL OAK

[City]

Michigan

48073
[Zip Code]

("Property Address"):

MICHIGAN -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 104711 (9102)
MFMI3112 - 1/96

O.K. - J.S.

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

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

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any, and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may 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 such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may 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. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may 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, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or 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 floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and

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MFM3112 - 1/96

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17008712

for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. 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 any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property: Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty-days after the execution of this Security Instrument 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. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

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041-016771 2

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any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the 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 condemnor offers to make an award or 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 proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. 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 any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument 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 under the Note.

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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.


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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

ITEM 164714 (9/10)
MFRM12112 - 1/96

Form 3023 9/90 (page 4 of 6 pages)
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(41)-016771-2

11/13/17 0086714

applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) 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; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may 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 in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. 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 paragraph 17 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 paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale to Borrower in the manner provided in paragraph 14. Lender shall publish and post the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall prepare and file a discharge of this Security Instrument without charge to Borrower.

UPR 17008 PG 715

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

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input checked="" type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] | | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Kathleen J. Klichy
KATHLEEN J. KLICHY

Roland C. Wiener (Seal)
ROLAND C. WIENER
Borrower

Kelli Kofetz
KELLI KOPIETA

____ (Seal)
Borrower

____ (Seal)
Borrower

____ (Seal)
Borrower

STATE OF MICHIGAN,

OAKLAND

County ss:

The foregoing instrument was acknowledged before me this February 12, 1997

by ROLAND C. WIENER, A SINGLE MAN
KATHLEEN J. KLICHY (person acknowledging)

My commission expires: Notary Public, Living & Notary Public
Acting in Oakland County, MI
My Commission Expires 6-14-2000

Notary Public,

Kathleen J. Klichy
Notary Public
County, Michigan.

This instrument was prepared by Kelli Kofetz

LEGAL DESCRIPTION:

1202 17008PG716

Land in the City of Royal Oak, Oakland County, Michigan, described as:

Apartment 305, Building 53, Segment 19, COVENTRY PARKHOMES CONDOMINIUM, according to the Superseding Consolidated Master Deed recorded in liber 7152, pages 305 through 497, both inclusive, and First Amendment to Superseding Consolidated Master Deed recorded in liber 7868, pages 727 through 732, both inclusive, and Second Amendment to the Superseding Consolidated Master Deed recorded in liber 8333, pages 897 through 899, both inclusive, and Second Amendment to the Superseding Consolidated Master Deed recorded in liber 14227, pages 725 through 747, both inclusive, Oakland County Records, and designated as Oakland County Condominium Subdivision Plan No. 240 together with rights in general common elements and limited common elements, as set forth in the above described Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

9000210

Commonly known as: 1946 PARMENTER
Parcel Identification No. 20-32-476-086

LIBR 17008PC717

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 12TH day of FEBRUARY 19 97, 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 by the undersigned (the "Borrower") to secure Borrower's Note to HOMECOMINGS FINANCIAL NETWORK, INC.

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

1946 PARMENTER ROYAL OAK, MI 48073

(Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations. Borrower shall perform all of the Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

17008718

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumptions of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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


ROLAND C. WIENER (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower


Page 2 of 2

**CERTIFICATE OF COPY OF RECORD
STATE OF MICHIGAN
COUNTY OF OAKLAND**

I, G. William Caddell, Register of Deeds for Oakland County, certify that I have compared the attached copy with the original record on file, and it is a true and correct transcript of the of the original record in Liber 17008 Page(s) 710-718. In testimony whereof, I have set my hand and affixed the seal of REGISTER OF DEEDS on this 1 day of July, 1999.

By:

DEPUTY


Karen L. Livingstone

RECEIPT-0049218
DRAWER: 01DATE-07/01/1999
TIME- 15:45:05OAKLAND COUNTY CLERK
CLERK/REGISTER OF DEEDS
1200 N TELEGRAPH RD PONTIAC MI

DOC. NUMBER	TYPE	REMARKS	AMOUNT
----------------	------	---------	--------

7609869	PHOTOS-8 1/2		10.00
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TOTAL FOR 7609869			10.00
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TOTAL ALL DOCUMENTS			10.00
---------------------	--	--	-------

CHECK	030706		10.00
-------	--------	--	-------

TOTAL COLLECTED			10.00
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THANK YOU
G. WILLIAM CADDELLOAKLAND COUNTY CLERK
CLERK/REGISTER OF DEEDS
1200 N TELEGRAPH RD PONTIAC MII, _____, Clerk of Deeds for Oakland County, Michigan, do hereby certify that the foregoing is a true and correct copy of the original of the
REGISTER OF DEEDS
PONTIAC, MICHIGAN

PONTIAC

Exhibit C

Loan History

Date Data as-of:

Account Number	Trans Added Date	Date Interest Paid Current	Prin Bal after trans	Transaction Description	Transaction Reason Code	Trans Type	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
3416	07/21/2010	03/01/2009	\$60,684.22	Escrow Disb-Tax City		E91	(\$2,159.61)	\$0.00	\$0.00	(\$2,159.61)	\$0.00	\$0.00	\$0.00	\$0.00
3416	07/20/2010	03/01/2009	\$0.00	Comment		SLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3416	07/13/2010	03/01/2009	\$60,684.22	Escrow Disb-REO Fire		E23	(\$84.00)	\$0.00	\$0.00	(\$84.00)	\$0.00	\$0.00	\$0.00	\$0.00
3416	06/18/2010	03/01/2009	\$0.00	Comment		SLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3416	05/18/2010	03/01/2009	\$0.00	Comment		SLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3416	04/20/2010	03/01/2009	\$0.00	Comment		SLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3416	03/18/2010	03/01/2009	\$0.00	Comment		SLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3416	02/22/2010	03/01/2009	\$0.00	FEE	028	FB	\$20.00	\$0.00	\$0.00	\$0.00	\$20.00	\$0.00	\$0.00	\$0.00
3416	02/18/2010	03/01/2009	\$0.00	Comment		SLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3416	01/19/2010	03/01/2009	\$0.00	Comment		SLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3416	01/07/2010	03/01/2009	\$0.00	FEE	040	FB	\$1,623.26	\$0.00	\$0.00	\$0.00	\$1,623.26	\$0.00	\$0.00	\$0.00
3416	01/05/2010	03/01/2009	\$60,684.22	PAYMENT		PT	(\$802.42)	\$0.00	\$0.00	(\$802.42)	\$0.00	\$0.00	\$0.00	\$0.00
3416	01/05/2010	03/01/2009	\$60,684.22	PAYMENT		RT	\$802.42	\$0.00	\$0.00	\$802.42	\$0.00	\$0.00	\$0.00	\$0.00
3416	12/28/2009	03/01/2009	\$0.00	FEE	011	FB	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
3416	12/18/2009	03/01/2009	\$0.00	Comment		SLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3416	12/02/2009	03/01/2009	\$60,684.22	Escrow Disb-Tax City		E91	(\$73.76)	\$0.00	\$0.00	(\$73.76)	\$0.00	\$0.00	\$0.00	\$0.00
3416	11/24/2009	03/01/2009	\$0.00	FEE	011	FB	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
3416	11/18/2009	03/01/2009	\$0.00	Comment		SLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3416	10/28/2009	03/01/2009	\$0.00	FEE	011	FB	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
3416	10/20/2009	03/01/2009	\$0.00	Comment		SLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3416	09/23/2009	03/01/2009	\$0.00	FEE	011	FB	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
3416	09/18/2009	03/01/2009	\$0.00	Comment		SLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3416	08/18/2009	03/01/2009	\$0.00	Comment		SLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3416	07/27/2009	03/01/2009	\$0.00	FEE	011	FB	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
3416	07/20/2009	03/01/2009	\$0.00	Comment		SLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3416	07/09/2009	03/01/2009	\$60,684.22	Escrow Disb-Tax City		E91	(\$2,200.11)	\$0.00	\$0.00	(\$2,200.11)	\$0.00	\$0.00	\$0.00	\$0.00
3416	06/30/2009	03/01/2009	\$0.00	FEE	011	FB	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
3416	06/08/2009	03/01/2009	\$0.00	FEE	011	FB	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
3416	03/09/2009	03/01/2009	\$60,684.22	PAYMENT		AP	\$987.52	\$244.09	\$444.27	\$273.22	\$0.00	\$0.00	\$25.94	\$0.00
3416	03/09/2009	03/01/2009	\$0.00	PAYMENT		O63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.94	\$0.00
3416	02/11/2009	02/01/2009	\$60,928.31	PAYMENT		AP	\$987.52	\$242.32	\$446.04	\$273.22	\$0.00	\$0.00	\$25.94	\$0.00
3416	02/11/2009	02/01/2009	\$0.00	PAYMENT		O63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.94	\$0.00
3416	01/08/2009	01/01/2009	\$61,170.63	PAYMENT		AP	\$987.52	\$240.57	\$447.79	\$273.22	\$0.00	\$0.00	\$25.94	\$0.00
3416	01/08/2009	01/01/2009	\$0.00	PAYMENT		O63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.94	\$0.00
3416	12/09/2008	12/01/2008	\$61,411.20	PAYMENT		AP	\$987.52	\$238.83	\$449.53	\$273.22	\$0.00	\$0.00	\$25.94	\$0.00

Loan History

Date Data as-of:

Account Number	Trans Added Date	Date Interest Paid Current	Prin Bal after trans	Transaction Description	Transaction Reason Code	Trans Type	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
3416	12/09/2008	12/01/2008	\$0.00	PAYMENT		O63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.94	\$0.00
3416	11/27/2008	11/01/2008	\$61,650.03	Escrow Disb-Tax City		E91	(\$70.64)	\$0.00	\$0.00	(\$70.64)	\$0.00	\$0.00	\$0.00	\$0.00
3416	11/21/2008	11/01/2008	\$61,650.03	Non-Cash		AA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$68.82
3416	11/21/2008	11/01/2008	\$0.00	Unapplied		UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$68.82
3416	11/21/2008	11/01/2008	\$0.00	Waiver	07	LCW	\$68.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3416	11/20/2008	10/01/2008	\$61,887.13	PAYMENT		AP	\$961.58	\$235.38	\$452.98	\$273.22	\$0.00	\$0.00	\$0.00	\$0.00
3416	11/20/2008	10/01/2008	\$0.00	Unapplied		UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$34.41)
3416	11/20/2008	11/01/2008	\$61,650.03	PAYMENT		AP	\$961.58	\$237.10	\$451.26	\$273.22	\$0.00	\$0.00	\$0.00	\$0.00
3416	11/20/2008	11/01/2008	\$0.00	Unapplied		UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$34.41)
3416	11/19/2008	09/01/2008	\$62,122.51	PAYMENT		PR3	(\$961.58)	(\$235.38)	(\$452.98)	(\$273.22)	\$0.00	\$0.00	\$0.00	\$0.00
3416	11/19/2008	09/01/2008	\$0.00	Unapplied		UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.41
3416	11/19/2008	10/01/2008	\$61,887.13	PAYMENT		PR3	(\$961.58)	(\$237.10)	(\$451.26)	(\$273.22)	\$0.00	\$0.00	\$0.00	\$0.00
3416	11/19/2008	11/01/2008	\$61,650.03	Non-Cash		AA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$34.41)
3416	11/19/2008	11/01/2008	\$0.00	Unapplied		UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$34.41)
3416	11/07/2008	11/01/2008	\$61,650.03	Non-Cash		AA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.41
3416	11/07/2008	11/01/2008	\$0.00	Unapplied		UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.41
3416	11/07/2008	11/01/2008	\$0.00	Waiver	03	LCW	\$34.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3416	11/06/2008	10/01/2008	\$61,887.13	PAYMENT		AP	\$961.58	\$235.38	\$452.98	\$273.22	\$0.00	\$0.00	\$0.00	\$0.00
3416	11/06/2008	10/01/2008	\$0.00	Unapplied		UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$34.41)
3416	11/06/2008	11/01/2008	\$61,650.03	PAYMENT		AP	\$961.58	\$237.10	\$451.26	\$273.22	\$0.00	\$0.00	\$0.00	\$0.00
3416	11/05/2008	09/01/2008	\$62,122.51	PAYMENT		PR3	(\$961.58)	(\$235.38)	(\$452.98)	(\$273.22)	\$0.00	\$0.00	\$0.00	\$0.00
3416	11/05/2008	09/01/2008	\$0.00	Unapplied		UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.41
3416	11/05/2008	10/01/2008	\$61,887.13	Non-Cash		AA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$34.41)
3416	11/05/2008	10/01/2008	\$0.00	Unapplied		UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$34.41)
3416	11/04/2008	10/01/2008	\$61,887.13	Non-Cash		AA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.41
3416	11/04/2008	10/01/2008	\$0.00	Unapplied		UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.41
3416	11/04/2008	10/01/2008	\$0.00	Waiver	07	LCW	\$34.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3416	10/28/2008	10/01/2008	\$61,887.13	PAYMENT		AP	\$961.58	\$235.38	\$452.98	\$273.22	\$0.00	\$0.00	\$0.00	\$0.00
3416	10/28/2008	10/01/2008	\$0.00	Unapplied		UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$34.41)
3416	10/18/2008	09/01/2008	\$62,122.51	PAYMENT		PR3	(\$961.58)	(\$235.38)	(\$452.98)	(\$273.22)	\$0.00	\$0.00	\$0.00	\$0.00
3416	10/07/2008	10/01/2008	\$61,887.13	PAYMENT		AP	\$961.58	\$235.38	\$452.98	\$273.22	\$0.00	\$0.00	\$0.00	\$0.00
3416	09/15/2008	09/01/2008	\$62,122.51	PAYMENT		AP	\$961.58	\$233.68	\$454.68	\$273.22	\$0.00	\$0.00	\$0.00	\$0.00
3416	08/11/2008	08/01/2008	\$62,356.19	PAYMENT		AP	\$961.58	\$231.99	\$456.37	\$273.22	\$0.00	\$0.00	\$0.00	\$0.00
3416	07/14/2008	07/01/2008	\$62,588.18	Escrow Disb-Tax City		E91	(\$2,095.52)	\$0.00	\$0.00	(\$2,095.52)	\$0.00	\$0.00	\$0.00	\$0.00
3416	07/11/2008	07/01/2008	\$62,588.18	PAYMENT		AP	\$961.58	\$230.31	\$458.05	\$273.22	\$0.00	\$0.00	\$0.00	\$0.00

Loan History

Date Data as-of:

Account Number	Trans Added Date	Date Interest Paid Current	Prin Bal after trans	Transaction Description	Transaction Reason Code	Trans Type	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
3416	06/12/2008	06/01/2008	\$62,818.49	PAYMENT		AP	\$961.58	\$228.64	\$459.72	\$273.22	\$0.00	\$0.00	\$0.00	\$0.00
3416	05/07/2008	05/01/2008	\$63,047.13	PAYMENT		AP	\$847.78	\$226.99	\$461.37	\$159.42	\$0.00	\$0.00	\$0.00	\$0.00
3416	04/11/2008	04/01/2008	\$63,274.12	PAYMENT		AP	\$847.78	\$225.34	\$463.02	\$159.42	\$0.00	\$0.00	\$0.00	\$0.00
3416	03/10/2008	03/01/2008	\$63,499.46	PAYMENT		AP	\$847.78	\$223.71	\$464.65	\$159.42	\$0.00	\$0.00	\$0.00	\$0.00
3416	02/12/2008	02/01/2008	\$63,723.17	PAYMENT		AP	\$847.78	\$222.09	\$466.27	\$159.42	\$0.00	\$0.00	\$0.00	\$0.00
3416	02/08/2008	01/01/2008	\$63,945.26	Non-Cash		AA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.41
3416	02/08/2008	01/01/2008	\$0.00	Unapplied		UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.41
3416	02/08/2008	01/01/2008	\$0.00	Waiver	01	LCW	\$34.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3416	01/19/2008	01/01/2008	\$63,945.26	PAYMENT		AP	\$847.78	\$220.48	\$467.88	\$159.42	\$0.00	\$0.00	\$0.00	\$0.00
3416	12/14/2007	12/01/2007	\$64,165.74	PAYMENT		AP	\$847.78	\$218.89	\$469.47	\$159.42	\$0.00	\$0.00	\$0.00	\$0.00
3416	11/30/2007	11/01/2007	\$64,384.63	PAYMENT		PR3	(\$847.78)	(\$218.89)	(\$469.47)	(\$159.42)	\$0.00	\$0.00	\$0.00	\$0.00
3416	11/27/2007	12/01/2007	\$64,165.74	Escrow Disb-Tax City		E91	(\$63.04)	\$0.00	\$0.00	(\$63.04)	\$0.00	\$0.00	\$0.00	\$0.00
3416	11/26/2007	11/01/2007	\$64,384.63	PAYMENT		AP	\$847.78	\$217.30	\$471.06	\$159.42	\$0.00	\$0.00	\$0.00	\$0.00
3416	11/26/2007	11/01/2007	\$0.00	Unapplied		UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$34.41)
3416	11/26/2007	12/01/2007	\$64,165.74	PAYMENT		AP	\$847.78	\$218.89	\$469.47	\$159.42	\$0.00	\$0.00	\$0.00	\$0.00
3416	11/13/2007	10/01/2007	\$64,601.93	Non-Cash		AA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.41
3416	11/13/2007	10/01/2007	\$64,601.93	PAYMENT		AP	\$847.78	\$215.73	\$472.63	\$159.42	\$0.00	\$0.00	\$0.00	\$0.00
3416	11/13/2007	10/01/2007	\$0.00	Unapplied		UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3416	11/13/2007	10/01/2007	\$0.00	Waiver	07	LCW	\$34.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3416	11/06/2007	09/01/2007	\$64,817.66	PAYMENT		PR3	(\$847.78)	(\$215.73)	(\$472.63)	(\$159.42)	\$0.00	\$0.00	\$0.00	\$0.00
3416	11/06/2007	09/01/2007	\$0.00	Unapplied		UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.41
3416	10/30/2007	10/01/2007	\$64,601.93	PAYMENT		AP	\$847.78	\$215.73	\$472.63	\$159.42	\$0.00	\$0.00	\$0.00	\$0.00
3416	10/30/2007	10/01/2007	\$0.00	Unapplied		UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$34.41)
3416	10/24/2007	09/01/2007	\$64,817.66	PAYMENT		PR3	(\$847.78)	(\$215.73)	(\$472.63)	(\$159.42)	\$0.00	\$0.00	\$0.00	\$0.00
3416	10/17/2007	10/01/2007	\$64,601.93	PAYMENT		AP	\$847.78	\$215.73	\$472.63	\$159.42	\$0.00	\$0.00	\$0.00	\$0.00
3416	09/18/2007	09/01/2007	\$64,817.66	Non-Cash		AA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$68.82
3416	09/18/2007	09/01/2007	\$0.00	Unapplied		UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$68.82
3416	09/18/2007	09/01/2007	\$0.00	Waiver	07	LCW	\$68.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3416	09/10/2007	09/01/2007	\$64,817.66	PAYMENT		AP	\$847.78	\$214.17	\$474.19	\$159.42	\$0.00	\$0.00	\$0.00	\$0.00
3416	08/13/2007	08/01/2007	\$65,031.83	PAYMENT		AP	\$847.78	\$212.62	\$475.74	\$159.42	\$0.00	\$0.00	\$0.00	\$0.00
3416	07/23/2007	07/01/2007	\$65,244.45	PAYMENT		AP	\$141.30	\$211.08	\$477.28	\$159.42	\$0.00	(\$706.48)	\$0.00	\$0.00
3416	07/23/2007	07/01/2007	\$0.00	Unapplied		UFU	(\$706.48)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3416	07/23/2007	07/01/2007	\$0.00	Unapplied		UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$34.41)
3416	07/16/2007	06/01/2007	\$65,455.53	Escrow Disb-Tax City		E91	(\$2,060.53)	\$0.00	\$0.00	(\$2,060.53)	\$0.00	\$0.00	\$0.00	\$0.00
3416	07/16/2007	06/01/2007	\$65,455.53	PAYMENT		AP	\$777.13	\$209.55	\$478.81	\$159.42	\$0.00	(\$70.65)	\$0.00	\$0.00

Loan History

Date Data as-of:

Account Number	Trans Added Date	Date Interest Paid Current	Prin Bal after trans	Transaction Description	Transaction Reason Code	Trans Type	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
3416	07/16/2007	06/01/2007	\$0.00	Unapplied		UFU	(\$70.65)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3416	07/16/2007	06/01/2007	\$0.00	Unapplied		UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$34.41)
3416	06/12/2007	05/01/2007	\$65,665.08	PAYMENT		SRA	\$777.13	\$0.00	\$0.00	\$0.00	\$0.00	\$777.13	\$0.00	\$0.00
3416	06/12/2007	05/01/2007	\$0.00	Unapplied		UFU	\$777.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3416	05/11/2007	05/01/2007	\$65,665.08	PAYMENT		AP	\$777.13	\$208.04	\$480.32	\$88.77	\$0.00	\$0.00	\$0.00	\$0.00
3416	04/11/2007	04/01/2007	\$65,873.12	Escrow Disb		E01	(\$461.66)	\$0.00	\$0.00	(\$461.66)	\$0.00	\$0.00	\$0.00	\$0.00
3416	04/10/2007	04/01/2007	\$65,873.12	PAYMENT		AP	\$777.13	\$206.53	\$481.83	\$88.77	\$0.00	\$0.00	\$0.00	\$0.00
3416	03/15/2007	03/01/2007	\$66,079.65	PAYMENT		AP	\$777.13	\$205.03	\$483.33	\$88.77	\$0.00	\$0.00	\$0.00	\$0.00
3416	02/21/2007	02/01/2007	\$66,284.68	Non-Cash		AA	\$0.00	\$0.00	(\$488.76)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3416	01/30/2007	11/01/2006	\$67,029.68	PAYMENT		PR0	(\$847.78)	(\$199.60)	(\$488.76)	(\$159.42)	\$0.00	\$0.00	\$0.00	\$0.00
3416	01/30/2007	11/01/2006	\$67,029.68	PAYMENT		SR0	(\$1,236.62)	\$0.00	\$0.00	(\$1,236.62)	\$0.00	\$0.00	\$0.00	\$0.00
3416	01/30/2007	11/01/2006	\$0.00	Unapplied		UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.41
3416	01/30/2007	12/01/2006	\$66,830.08	PAYMENT		PA	\$1,236.62	\$199.60	\$488.76	\$548.26	\$0.00	\$0.00	\$0.00	\$0.00
3416	01/30/2007	12/01/2006	\$66,830.08	PAYMENT		PR0	(\$845.95)	(\$201.06)	(\$487.30)	(\$88.77)	\$0.00	\$0.00	\$0.00	(\$68.82)
3416	01/30/2007	12/01/2006	\$0.00	Unapplied		UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$34.41)
3416	01/30/2007	01/01/2007	\$66,629.02	Curtailment		CTR	(\$1.83)	(\$1.83)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3416	01/30/2007	01/01/2007	\$66,558.37	Curtailment		CWP	\$70.65	\$70.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3416	01/30/2007	01/01/2007	\$66,629.02	PAYMENT		PA	\$777.13	\$201.06	\$487.30	\$88.77	\$0.00	\$0.00	\$0.00	\$0.00
3416	01/30/2007	02/01/2007	\$66,284.68	Curtailment		CWP	\$70.65	\$70.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3416	01/30/2007	02/01/2007	\$66,355.33	PAYMENT		PA	\$777.13	\$203.04	\$485.32	\$88.77	\$0.00	\$0.00	\$0.00	\$0.00
3416	01/19/2007	01/01/2007	\$66,627.19	Curtailment		CWA	\$1.83	\$1.83	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3416	01/19/2007	01/01/2007	\$66,629.02	PAYMENT		AP	\$845.95	\$201.06	\$487.30	\$88.77	\$0.00	\$0.00	\$0.00	\$68.82
3416	01/19/2007	01/01/2007	\$0.00	Unapplied		UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.41
3416	01/17/2007	12/01/2006	\$66,830.08	PAYMENT		AP	\$847.78	\$199.60	\$488.76	\$159.42	\$0.00	\$0.00	\$0.00	\$0.00
3416	01/17/2007	12/01/2006	\$0.00	Unapplied		UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$34.41)
3416	01/16/2007	11/01/2006	\$67,029.68	PAYMENT		PT	\$1,822.11	\$0.00	\$0.00	\$1,822.11	\$0.00	\$0.00	\$0.00	\$0.00
3416	01/16/2007	11/01/2006	\$67,029.68	PAYMENT		RT	(\$1,822.11)	\$0.00	\$0.00	(\$1,822.11)	\$0.00	\$0.00	\$0.00	\$0.00
3416	12/11/2006	11/01/2006	\$67,029.68	PAYMENT		SRA	\$1,236.62	\$0.00	\$0.00	\$1,236.62	\$0.00	\$0.00	\$0.00	\$0.00
3416	11/29/2006	11/01/2006	\$67,029.68	Escrow Disb-Tax City		E91	(\$141.61)	\$0.00	\$0.00	(\$141.61)	\$0.00	\$0.00	\$0.00	\$0.00
3416	11/10/2006	11/01/2006	\$67,029.68	PAYMENT		AP	\$847.78	\$198.16	\$490.20	\$159.42	\$0.00	\$0.00	\$0.00	\$0.00
3416	10/16/2006	10/01/2006	\$67,227.84	Curtailment		CWA	\$14.95	\$14.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3416	10/16/2006	10/01/2006	\$67,242.79	PAYMENT		AP	\$847.78	\$196.61	\$491.75	\$159.42	\$0.00	\$0.00	\$0.00	\$0.00
3416	09/15/2006	09/01/2006	\$67,439.40	Curtailment		CWA	\$14.95	\$14.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3416	09/15/2006	09/01/2006	\$67,454.35	PAYMENT		AP	\$847.78	\$195.08	\$493.28	\$159.42	\$0.00	\$0.00	\$0.00	\$0.00
3416	09/11/2006	08/01/2006	\$67,649.43	PAYMENT		SR	\$248.84	\$0.00	\$0.00	\$248.84	\$0.00	\$0.00	\$0.00	\$0.00

Loan History

Comments:

Date Data as-of:

Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416	COL16	12/18/2012	CIT	037 DONE 12/18/12 BY TLR 02689	ROBERTO MONTOYA
3416	COL16	12/18/2012	CIT	TSK TYP 542-GMAC REP REQUIR	ROBERTO MONTOYA
3416	COL16	12/18/2012	CIT	037 CIT 542: GMAC Rep Required for Court	ROBERTO MONTOYA
3416	COL16	12/18/2012	CIT	Appearance	ROBERTO MONTOYA
3416	COL16	12/18/2012	CIT	Date: 11/30/2012	ROBERTO MONTOYA
3416	COL16	12/18/2012	CIT	Time: 8:30am	ROBERTO MONTOYA
3416	COL16	12/18/2012	CIT	Location: Birmingham, MI	ROBERTO MONTOYA
3416	COL16	12/18/2012	CIT	Attendee: Roberto Montoya	ROBERTO MONTOYA
3416	COL16	12/18/2012	CIT	037 CIT 542: GMAC Rep Required for Court	ROBERTO MONTOYA
3416	COL16	12/18/2012	CIT	Appearance	ROBERTO MONTOYA
3416	COL16	12/18/2012	CIT	Date: 11/30/2012	ROBERTO MONTOYA
3416	COL16	12/18/2012	CIT	Time: 8:30am	ROBERTO MONTOYA
3416	COL16	12/18/2012	CIT	Location: Birmingham, MI	ROBERTO MONTOYA
3416	COL16	12/18/2012	CIT	Attendee: Roberto Montoya	ROBERTO MONTOYA
3416	CCOMP	12/18/2012	NT	Court Appearance Completed	ROBERTO MONTOYA
3416	CDEPO	12/18/2012	NT	Deposition Scheduled	ROBERTO MONTOYA
3416	COL16	10/04/2012	CIT	036 DONE 10/04/12 BY TLR 02689	ROBERTO MONTOYA
3416	COL16	10/04/2012	CIT	TSK TYP 542-GMAC REP REQUIR	ROBERTO MONTOYA
3416	COL16	10/04/2012	CIT	036 CIT 542: GMAC Rep Required for Court	ROBERTO MONTOYA
3416	COL16	10/04/2012	CIT	Appearance	ROBERTO MONTOYA
3416	COL16	10/04/2012	CIT	Date: 09/20/2012	ROBERTO MONTOYA
3416	COL16	10/04/2012	CIT	Time: 8am	ROBERTO MONTOYA
3416	COL16	10/04/2012	CIT	Location: Birmingham, MI	ROBERTO MONTOYA
3416	COL16	10/04/2012	CIT	Attendee: Roberto Montoya	ROBERTO MONTOYA
3416	COL16	10/04/2012	CIT	036 CIT 542: GMAC Rep Required for Court	ROBERTO MONTOYA
3416	COL16	10/04/2012	CIT	Appearance	ROBERTO MONTOYA
3416	COL16	10/04/2012	CIT	Date: 09/20/2012	ROBERTO MONTOYA
3416	COL16	10/04/2012	CIT	Time: 8am	ROBERTO MONTOYA
3416	COL16	10/04/2012	CIT	Location: Birmingham, MI	ROBERTO MONTOYA
3416	COL16	10/04/2012	CIT	Attendee: Roberto Montoya	ROBERTO MONTOYA
3416	CCNCL	10/04/2012	NT	Deposition cancelled	ROBERTO MONTOYA
3416	CDEPO	10/04/2012	NT	Deposition Scheduled	ROBERTO MONTOYA

Loan History

Date Data as-of:

Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416	DODV	10/20/2011	NT	"Per DOD website review the week of August 8, 2011	API CSRV
3416	DODV	10/20/2011	NT	borrower(s) are not active duty. Copy of website	API CSRV
3416	DODV	10/20/2011	NT	will be imaged in Looking Glass."	API CSRV
3416		09/28/2011	LIT	forwarded cd instructions to legal manager	TAMMY GIBSON
3416		09/28/2011	LIT	provided requested information to legal manager	TAMMY GIBSON
3416		09/23/2011	FOR	09/23/11 - 13:43 - 58333	NEW TRAK SYSTEM ID
3416		09/23/2011	FOR	m Type: General Update / Subject:	NEW TRAK SYSTEM ID
3416		09/23/2011	FOR	Re: TRO Hearing Results /	NEW TRAK SYSTEM ID
3416		09/23/2011	FOR	09/23/11 - 13:43 - 58333	NEW TRAK SYSTEM ID
3416		09/23/2011	FOR	Intercom Message: / Read: 9/23/2011	NEW TRAK SYSTEM ID
3416		09/23/2011	FOR	1:43:15 PM / From: Keeley,	NEW TRAK SYSTEM ID
3416		09/23/2011	FOR	Jacqueline / To: Scully, Patricia;	NEW TRAK SYSTEM ID
3416		09/23/2011	FOR	Babinski, Melissa; / CC: / Interco	NEW TRAK SYSTEM ID
3416		09/23/2011	LIT	requested documentation for legal maanger	TAMMY GIBSON
3416		09/23/2011	LIT	sent fact package	JENNIFER BACHMANN
3416	INQ20	09/23/2011	NT	ENHANCED HISTORY LETTER FAXED TO:	HEIDI HONKOLA
3416	INQ20	09/23/2011	NT	FP - JB , FAX NBR:	HEIDI HONKOLA
3416	INQ20	09/23/2011	NT	8663403568	HEIDI HONKOLA
3416		09/22/2011	LIT	provided fact pkg	LEIGH FRAME
3416		09/22/2011	LIT	requested fact package	JENNIFER BACHMANN
3416		09/21/2011	LIT	requested info for legal manager	TAMMY GIBSON
3416		06/17/2011	CLM	FILE CLOSED (1300) COMPLETED 06/17/11	MARY MAGUIRE
3416		06/17/2011	FOR	FILE CLOSED (1000) COMPLETED 06/17/11	MARY MAGUIRE
3416	CLM	06/13/2011	NT	NO further claims needed. Requested w/o in lc	MARY MAGUIRE
3416	CLM	06/13/2011	NT	database.	MARY MAGUIRE
3416	REO90	06/13/2011	CIT	035 DONE 06/13/11 BY TLR 26929	MARY MAGUIRE
3416	REO90	06/13/2011	CIT	TSK TYP 975-FNDS RCVD-REVIE	MARY MAGUIRE
3416	REO85	06/09/2011	CIT	035 new cit 975 - no further claims needed	BRANDI YARBROUGH
3416	REO85	06/09/2011	CIT	remaining bals are for HOA dues iao 1059.00 pd	BRANDI YARBROUGH
3416	REO85	06/09/2011	CIT	at closing per GMAC write off for this expense	BRANDI YARBROUGH
3416	REO85	06/09/2011	CIT	has been requested as of 06/09/11	BRANDI YARBROUGH
3416	HOA	05/17/2011	NT	**Rec'd response from bward@meisner-associates.com	JOANNE MCCOLLUM
3416	HOA	05/17/2011	NT	re overpayment on acct. She sent copy of ledger	JOANNE MCCOLLUM
3416	HOA	05/17/2011	NT	showing they applied our pymt of \$1,059.00 to	JOANNE MCCOLLUM
3416	HOA	05/17/2011	NT	Interest, late charges and attorney fees. When	JOANNE MCCOLLUM

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Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416	HOA	05/17/2011	NT	they submitted the payoff for the HUD they	JOANNE MCCOLLUM
3416	HOA	05/17/2011	NT	credited the amt already paid/img under hoad/jm xt	JOANNE MCCOLLUM
3416	HOA	05/17/2011	NT	1655 hoa	JOANNE MCCOLLUM
3416	HOA	05/16/2011	NT	**Called atty office @ 248 644 4433 & s/w Betty	JOANNE MCCOLLUM
3416	HOA	05/16/2011	NT	Ward. They rec'd our pymt of \$1,059.00 for HOA	JOANNE MCCOLLUM
3416	HOA	05/16/2011	NT	Dues & applied pymt to Atty Fees. Then they	JOANNE MCCOLLUM
3416	HOA	05/16/2011	NT	rec'd pymt on the HUD & the money is applied based	JOANNE MCCOLLUM
3416	HOA	05/16/2011	NT	on their by-laws (1st interest, late fees,	JOANNE MCCOLLUM
3416	HOA	05/16/2011	NT	attorney fees & then HOA dues). According to them	JOANNE MCCOLLUM
3416	HOA	05/16/2011	NT	they do not owe us any money as acct is pif. She	JOANNE MCCOLLUM
3416	HOA	05/16/2011	NT	is sending ledger to show how pymt was applied/jm	JOANNE MCCOLLUM
3416	HOA	05/16/2011	NT	xt 1655 hoa	JOANNE MCCOLLUM
3416		03/29/2011	CLM	LIQUIDATION DATE: 09/20/10	DEBRA CHIEFFE
3416	HOA	03/25/2011	NT	**Rec'd call from Jim Haglund (atty for assoc) who	JOANNE MCCOLLUM
3416	HOA	03/25/2011	NT	needed to veri the hoa dues pd on 8/26/10 iao	JOANNE MCCOLLUM
3416	HOA	03/25/2011	NT	\$1,059.00/Rec'd copy of Hud settlement form & copy	JOANNE MCCOLLUM
3416	HOA	03/25/2011	NT	of f & b of ck #322639 iao \$3,467.72 which was for	JOANNE MCCOLLUM
3416	HOA	03/25/2011	NT	HOA Dues/He req copy of our ck & will review all	JOANNE MCCOLLUM
3416	HOA	03/25/2011	NT	info & c/b next week with response/jm xt 1655 hoa	JOANNE MCCOLLUM
3416	HOA	03/23/2011	NT	**Called Dawn @ 248 502 3069 & inq about copy of f	JOANNE MCCOLLUM
3416	HOA	03/23/2011	NT	& b of cks & if dues were paid on the HUD./YES/She	JOANNE MCCOLLUM
3416	HOA	03/23/2011	NT	veri 2 cks 322638 iao 50.00 & 322639 iao	JOANNE MCCOLLUM
3416	HOA	03/23/2011	NT	\$3,467.72. These were originally issued in Sept	JOANNE MCCOLLUM
3416	HOA	03/23/2011	NT	but they were voided as atty lost &	JOANNE MCCOLLUM
3416	HOA	03/23/2011	NT	reissued 1/25/11 & cashed 2/28/11./Called assoc @	JOANNE MCCOLLUM
3416	HOA	03/23/2011	NT	248 280 0595 & s/w Lorie. She will give the info	JOANNE MCCOLLUM
3416	HOA	03/23/2011	NT	to the atty & have them review the info on pymts	JOANNE MCCOLLUM
3416	HOA	03/23/2011	NT	made/jm xt 1655 hoa	JOANNE MCCOLLUM
3416		03/18/2011	NT	still no update from hoa group, pending result of	JAMES PORTER
3416		03/18/2011	NT	payment verification	JAMES PORTER
3416		03/09/2011	NT	loanserv is showing they are still trying to	JAMES PORTER
3416		03/09/2011	NT	verify hoa payemnts on hud, pending results for	JAMES PORTER
3416		03/09/2011	NT	next action	JAMES PORTER
3416	HOA	03/09/2011	NT	**Per c/o to RCaramagno @ 248 502 3071 was ref to	JOANNE MCCOLLUM
3416	HOA	03/09/2011	NT	JFukui @ 248 502 3069 or back up Dawn @ xt 3124.	JOANNE MCCOLLUM

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Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416	HOA	03/09/2011	NT	File # 5.6283.2/Called Jamie & Imom as need copy	JOANNE MCCOLLUM
3416	HOA	03/09/2011	NT	of f & b of cks issued on the HUD & what each pymt	JOANNE MCCOLLUM
3416	HOA	03/09/2011	NT	& date it was paid for./Gave fx & email add.	JOANNE MCCOLLUM
3416	HOA	03/09/2011	NT	Waiting on response/jm xt 1655 hoa	JOANNE MCCOLLUM
3416	HOA	01/20/2011	NT	**Rec'd c/b from Lorie who said that they never	JOANNE MCCOLLUM
3416	HOA	01/20/2011	NT	rec'd a ck at closing. She is calling her atty &	JOANNE MCCOLLUM
3416	HOA	01/20/2011	NT	questioning why pymt was never rec'd. She will	JOANNE MCCOLLUM
3416	HOA	01/20/2011	NT	c/b/jm xt 1655	JOANNE MCCOLLUM
3416	HOA	01/18/2011	NT	**Called Coventry Parkhomes Assoc @ 248 280 0595 &	JOANNE MCCOLLUM
3416	HOA	01/18/2011	NT	s/w Lorie. I advised her that hoa dues were pd	JOANNE MCCOLLUM
3416	HOA	01/18/2011	NT	twice, one by dues servicing & 1 on the HUD.	JOANNE MCCOLLUM
3416	HOA	01/18/2011	NT	Requested ref of 1.059.00 be issued on acct for	JOANNE MCCOLLUM
3416	HOA	01/18/2011	NT	dues period of 7/1/10 to 9/30/10/She said she will	JOANNE MCCOLLUM
3416	HOA	01/18/2011	NT	give the info to the auditor & someone will call	JOANNE MCCOLLUM
3416	HOA	01/18/2011	NT	back/Waiting on response/jm xt 1655 hoa	JOANNE MCCOLLUM
3416	CLM	12/27/2010	NT	104 group response to HOA dues: "Hello,	BRANDI YARBROUGH
3416	CLM	12/27/2010	NT	This was paid at closing and can not be rekeyed.	BRANDI YARBROUGH
3416	CLM	12/27/2010	NT	Thank you Candy"	BRANDI YARBROUGH
3416	CLM	12/21/2010	NT	12/20/10 - Mary sent second email request to 104	BRANDI YARBROUGH
3416	CLM	12/21/2010	NT	group " Good Afternoon, Please see request below.	BRANDI YARBROUGH
3416	CLM	12/21/2010	NT	FHLMC denied HOA dues on claim. GMAC paid HOA	BRANDI YARBROUGH
3416	CLM	12/21/2010	NT	dues on 08/26/10. Please advise if FHLMC paid HOA	BRANDI YARBROUGH
3416	CLM	12/21/2010	NT	dues on the HUD." With copy of original email	BRANDI YARBROUGH
3416	CLM	12/21/2010	NT	included	BRANDI YARBROUGH
3416	FCLRE	12/20/2010	NT	QC COMPLETE	CHARLES VINCENT
3416	REO90	11/17/2010	CIT	033 DONE 11/17/10 BY TLR 26929	MARY MAGUIRE
3416	REO90	11/17/2010	CIT	TSK TYP 970-DISPUTE INVESTO	MARY MAGUIRE
3416	REO90	11/17/2010	CIT	034 DONE 11/17/10 BY TLR 26929	MARY MAGUIRE
3416	REO90	11/17/2010	CIT	TSK TYP 972-ADDITIONAL PROC	MARY MAGUIRE
3416	CLM	11/17/2010	NT	REO refund iao \$39.60 posted to 56.	MARY MAGUIRE
3416		11/17/2010	NT	39.60 REVERSED-MISAPPLIED	MARY MAGUIRE
3416	CLM	11/17/2010	NT	Contacted 104 Expense -- 104 Expense, Please	MARY MAGUIRE
3416	CLM	11/17/2010	NT	verify FHLMC was approved to pay HOA dues on the	MARY MAGUIRE
3416	CLM	11/17/2010	NT	HUD. Thank you!	MARY MAGUIRE
3416	CLM	11/17/2010	NT	Completed w/o iao \$62.75 o/a prop inspec fees.	MARY MAGUIRE

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Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416	CSH05	11/12/2010	CIT	034 new cit 972 - funds in esc are excess claim	ANN-MARIE RIDGWAY
3416	CSH05	11/12/2010	CIT	funds. pls review.	ANN-MARIE RIDGWAY
3416	REO85	10/29/2010	CIT	033 New CIT 970: HOA Dues 07/01/10-09/30/10 (fhlmc	SHUKOOR MOHAMMED
3416	REO85	10/29/2010	CIT	denied code 21 - Paid on HUD) iao \$1059.00	SHUKOOR MOHAMMED
3416	REO85	10/29/2010	CIT	paid date 08/26/10.	SHUKOOR MOHAMMED
3416		10/05/2010	CLM	FILE FINAL INV CLM (1689) COMPLETED 10/05/10	DANIELLE VENEZIANO
3416	CLM	10/05/2010	NT	104fsf submitted 10/05/10 iao 1059 with disallowed	DANIELLE VENEZIANO
3416	CLM	10/05/2010	NT	expenses for prop inspections iao 62.75, reo ins	DANIELLE VENEZIANO
3416	CLM	10/05/2010	NT	denied code 92 iao 36.40, and reo ref iao 76	DANIELLE VENEZIANO
3416		09/24/2010	CLM	REO SALE DATE (1089) COMPLETED 09/20/10	TAMMY GARNER
3416	CLAIM	09/24/2010	NT	Property went to REO sale. One or all of the	NANCY NGUYEN
3416	CLAIM	09/24/2010	NT	following steps were completed with a script:	NANCY NGUYEN
3416	CLAIM	09/24/2010	NT	Escrow type changed to non-escrow, Tax Contract	NANCY NGUYEN
3416	CLAIM	09/24/2010	NT	canceled and/or Stop Code 3-1 added.	NANCY NGUYEN
3416		09/24/2010	TX	TAX COMMENTS: REO SOLD-CHNGD TO NON-PAY W/SCRIPT	NANCY NGUYEN
3416		09/02/2010	DM	EARLY IND: SCORE 128 MODEL EIFRC	SYSTEM ID
3416	HOA	08/26/2010	NT	**Rec'd notice of delq fees of 3,467.16 from	JOANNE MCCOLLUM
3416	HOA	08/26/2010	NT	Coventry Parkhomes Condo Assoc/Monthly	JOANNE MCCOLLUM
3416	HOA	08/26/2010	NT	assessments: 3 @ 353.00 (July thru Sept) iao	JOANNE MCCOLLUM
3416	HOA	08/26/2010	NT	1059.00/Issued ck # 34561592 iao \$1,059.00/ sent	JOANNE MCCOLLUM
3416	HOA	08/26/2010	NT	Fed Ex 2 day 798986646625 to Meisner & Associates,	JOANNE MCCOLLUM
3416	HOA	08/26/2010	NT	att: Teresa Duddles/img und claims/jm xt 1655	JOANNE MCCOLLUM
3416	HOA	08/26/2010	NT	hoa/PER FREDDIE MAC GUIDELINES	JOANNE MCCOLLUM
3416	HOA	08/11/2010	NT	**Sent email request to Freddie Mac for payment on	JOANNE MCCOLLUM
3416	HOA	08/11/2010	NT	8/11/10/Waiting on response./ Total due \$3467.17/	JOANNE MCCOLLUM
3416	HOA	08/11/2010	NT	jm xt 1655 hoa/	JOANNE MCCOLLUM
3416	COL40	08/11/2010	CIT	032 DONE 08/11/10 BY TLR 15280	NATHANIEL THORPE
3416	COL40	08/11/2010	CIT	TSK TYP 823-VENDOR SET-UP O	NATHANIEL THORPE
3416	COL40	08/11/2010	CIT	032 done payee code #51836 inv #40407	NATHANIEL THORPE
3416	HAZ60	08/11/2010	CIT	032 Type of Request:ADD Vendor type:GLOBAL Type or	JOANNE MCCOLLUM
3416	HAZ60	08/11/2010	CIT	Responsibility Code:PRP Name:Coventry	JOANNE MCCOLLUM
3416	HAZ60	08/11/2010	CIT	Parkhomes Condominium Association Address	JOANNE MCCOLLUM
3416	HAZ60	08/11/2010	CIT	1:1990 Torquay Address 2:Royal Oak MI	JOANNE MCCOLLUM
3416	HAZ60	08/11/2010	CIT	48073 . Fax #: Contact:. 1099 Req:. Tax ID:38	JOANNE MCCOLLUM
3416	HAZ60	08/11/2010	CIT	1957184 EIN:. Additional Information:RUSH**	JOANNE MCCOLLUM

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Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416	HAZ60	08/11/2010	CIT	Global Set up	JOANNE MCCOLLUM
3416	CSH	07/23/2010	NT	Funds posted via wire on 07/23/10 were	JAMI BERANEK-SCRIPT
3416	CSH	07/23/2010	NT	for an insurance refund; please contact	JAMI BERANEK-SCRIPT
3416	CSH	07/23/2010	NT	insurance dept with any questions.	JAMI BERANEK-SCRIPT
3416	CSH	07/23/2010	NT	Thanks!	JAMI BERANEK-SCRIPT
3416		07/23/2010	CLM	FILE INITIAL INV CLM (489) COMPLETED 07/23/10	GRISELDA ROSALES
3416		07/23/2010	CLM	REDEMPN PERIOD EXP (121) COMPLETED 07/05/10	GRISELDA ROSALES
3416		07/23/2010	CLM	RECEIVED IN CLAIMS (1) COMPLETED 07/07/10	GRISELDA ROSALES
3416	CLM	07/23/2010	NT	Filed 104ISF iao \$3062.03. DID NOT CLAIM prop insp	GRISELDA ROSALES
3416	CLM	07/23/2010	NT	11/20/09 iao \$62.75; Payoff Statement 02/22/10 iao	GRISELDA ROSALES
3416	CLM	07/23/2010	NT	\$20.00. Filed 104DC iao \$1623.26. Property vacant	GRISELDA ROSALES
3416	CLM	07/23/2010	NT	on 07/08/2010.	GRISELDA ROSALES
3416		07/19/2010	LIT	reviewed acct	LEIGH FRAME
3416		07/16/2010	FOR	07/16/10 - 08:53 - 12083	NEW TRAK SYSTEM ID
3416		07/16/2010	FOR	y as Trustee RECORDING DATE:: :	NEW TRAK SYSTEM ID
3416		07/16/2010	FOR	1/19/2010 BOOK:: : 41778 PAGE:: :	NEW TRAK SYSTEM ID
3416		07/16/2010	FOR	076	NEW TRAK SYSTEM ID
3416		07/16/2010	FOR	07/16/10 - 08:53 - 12083	NEW TRAK SYSTEM ID
3416		07/16/2010	FOR	User has completed the F3_Deed	NEW TRAK SYSTEM ID
3416		07/16/2010	FOR	data form with the following	NEW TRAK SYSTEM ID
3416		07/16/2010	FOR	entries: COMMENTS:: : DEED IN	NEW TRAK SYSTEM ID
3416		07/16/2010	FOR	THE NAME OF:: : Bankers Trust Compan	NEW TRAK SYSTEM ID
3416		07/16/2010	FOR	07/16/10 - 08:53 - 12083	NEW TRAK SYSTEM ID
3416		07/16/2010	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
3416		07/16/2010	FOR	following event: Sheriffs Deed	NEW TRAK SYSTEM ID
3416		07/16/2010	FOR	Recorded, completed on 1/19/2010	NEW TRAK SYSTEM ID
3416		07/16/2010	FOR	SALE DEED RECORDED (610) COMPLETED 01/19/10	NEW TRAK SYSTEM ID
3416	HAZ60	07/15/2010	CIT	031 DONE 07/15/10 BY TLR 11507	DEREK DEMITER
3416	HAZ60	07/15/2010	CIT	TSK TYP 504-CANCEL HAZ INS-	DEREK DEMITER
3416	HAZ60	07/15/2010	CIT	031 closing cit504 canceled reo foc eff 7-8-10 iao	DEREK DEMITER
3416	HAZ60	07/15/2010	CIT	76.00	DEREK DEMITER
3416	HAZ60	07/12/2010	CIT	030 DONE 07/12/10 BY TLR 16693	DAVINA WOJTOWICZ
3416	HAZ60	07/12/2010	CIT	TSK TYP 507-CANC HAZ COV (P	DAVINA WOJTOWICZ
3416	HAZ60	07/12/2010	CIT	030 Closing cit 507 no ins cov to cancl issued reo	DAVINA WOJTOWICZ
3416	HAZ60	07/12/2010	CIT	foc eff 07-05-10	DAVINA WOJTOWICZ

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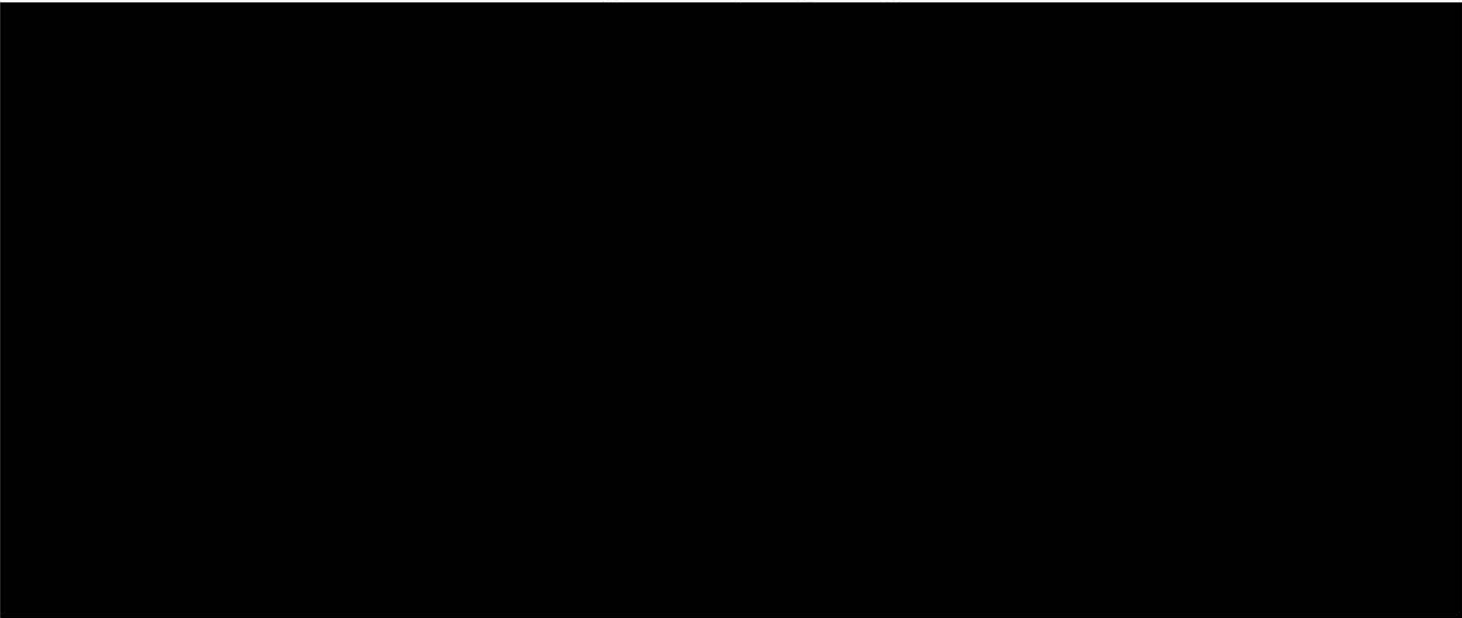
Date Data as-of:

Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416	COL30	07/12/2010	CIT	031 New CIT 504-Cancel Hazard Insurance effective	ROBIN BUSKIRK
3416	COL30	07/12/2010	CIT	7/8/10. do not place any future policies.	ROBIN BUSKIRK
3416		07/12/2010	CLM	VACANCY DATE (493) COMPLETED 07/08/10	ROBIN BUSKIRK
3416		07/07/2010	LIT	emailed investor to place REO on hold	LEIGH FRAME
3416	TAX20	07/07/2010	CIT	029 DONE 07/07/10 BY TLR 31416	DUSTIN HAWKINS
3416	TAX20	07/07/2010	CIT	TSK TYP 551-TAX REQUEST FRO	DUSTIN HAWKINS
3416	TAX20	07/07/2010	CIT	029 CLOSING CIT 551. CONVERTED ACCOUNT TO ESCROW.	DUSTIN HAWKINS
3416	TAX20	07/07/2010	CIT	NO TAXES DUE.	DUSTIN HAWKINS
3416		07/07/2010	TX	TAX COMMENTS: CIT 551 CHANGE TO YES PAY 07/07/10	DUSTIN HAWKINS
3416		07/06/2010	FOR	07/06/10 - 07:34 - 11388	NEW TRAK SYSTEM ID
3416		07/06/2010	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
3416		07/06/2010	FOR	following event: Post Redemption	NEW TRAK SYSTEM ID
3416		07/06/2010	FOR	Codes Changed in Clients System,	NEW TRAK SYSTEM ID
3416		07/06/2010	FOR	completed on 7/6/2010	NEW TRAK SYSTEM ID
3416		07/06/2010	FOR	07/06/10 - 07:34 - 11388	NEW TRAK SYSTEM ID
3416		07/06/2010	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
3416		07/06/2010	FOR	following event: Post Sale	NEW TRAK SYSTEM ID
3416		07/06/2010	FOR	Redemption Expires, completed on	NEW TRAK SYSTEM ID
3416		07/06/2010	FOR	7/5/2010	NEW TRAK SYSTEM ID
3416	FSV	07/06/2010	NT	closing cit 830 - cancel inspection and	HAZEL BAKER
3416	FSV	07/06/2010	NT	property preservation acct is in litigation	HAZEL BAKER
3416	FSV	07/06/2010	NT	and we can not have any contact with customer	HAZEL BAKER
3416	FSV	07/06/2010	NT	or the property | all insp are shut down per	HAZEL BAKER
3416	FSV	07/06/2010	NT	605 rpt	HAZEL BAKER
3416	COL40	07/06/2010	CIT	027 DONE 07/06/10 BY TLR 31317	HAZEL BAKER
3416	COL40	07/06/2010	CIT	TSK TYP 830-CANCEL PRESERVA	HAZEL BAKER
3416	COL40	07/06/2010	CIT	027 closing cit 830 - cancel inspection and	HAZEL BAKER
3416	COL40	07/06/2010	CIT	property preservation acct is in litigation	HAZEL BAKER
3416	COL40	07/06/2010	CIT	and we can not have any contact with customer	HAZEL BAKER
3416	COL40	07/06/2010	CIT	or the property | all insp are shut down per	HAZEL BAKER
3416	COL40	07/06/2010	CIT	605 rpt	HAZEL BAKER
3416	BKR20	07/06/2010	CIT	030 NEW CIT 507 - Cancel insurance, request refund	OPHELIA HATTEN
3416	BKR20	07/06/2010	CIT	and place on REO coverage effective 07/05/10	OPHELIA HATTEN
3416	BKR20	07/06/2010	CIT	029 NEW CIT 551 - Change to yes pay, and pay all	OPHELIA HATTEN
3416	BKR20	07/06/2010	CIT	available taxes.	OPHELIA HATTEN

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Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416		07/06/2010	FOR	ACQUIRED (606) COMPLETED 07/05/10	OPHELIA HATTEN
3416		07/06/2010	FOR	POST-SALE REDEMPTION (603) COMPLETED 07/05/10	OPHELIA HATTEN
3416		07/06/2010	FOR	CK FOR EARLY REDEMPT (621) COMPLETED 07/05/10	OPHELIA HATTEN
3416		07/02/2010	DM	EARLY IND: SCORE 150 MODEL EIFRC	SYSTEM ID
3416	PF2	07/02/2010	NT	Payoff Flag 2 added. Litigation account. Contact	LEIGH FRAME
3416	PF2	07/02/2010	NT	legal for any fee/costs before producing payoff	LEIGH FRAME
3416	PF2	07/02/2010	NT	quote.	LEIGH FRAME
3416	INQ60	07/02/2010	CIT	028 new cit 951 - hold BPO the account is in	LEIGH FRAME
3416	INQ60	07/02/2010	CIT	litigation	LEIGH FRAME
3416	INQ60	07/02/2010	CIT	027 new cit 830 - cancel inspection and property	LEIGH FRAME
3416	INQ60	07/02/2010	CIT	preservation acct is in litigation and we can	LEIGH FRAME
3416	INQ60	07/02/2010	CIT	not have any contact with customer or the	LEIGH FRAME
3416	INQ60	07/02/2010	CIT	property	LEIGH FRAME
3416	ALERT	07/02/2010	NT	trans perm auth notes to gn to add litigation	LEIGH FRAME
3416	ALERT	07/02/2010	NT	info, auth rec for GERARD A WEINER (PERSONAL	LEIGH FRAME
3416	ALERT	07/02/2010	NT	REPRESENTATIVE) THE LAW FIRM OF WALTER POOKRUM;	LEIGH FRAME
3416	ALERT	07/02/2010	NT	2/1/10	LEIGH FRAME
3416		07/02/2010	LIT	added litigation codes per Legal Manager	LEIGH FRAME



Loan History

Date Data as-of:

Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name

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Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name

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Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name

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Date Data as-of:

Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416		06/22/2010	D28	FORCED BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416		06/02/2010	DM	EARLY IND: SCORE 168 MODEL EIFRC	SYSTEM ID
3416		05/20/2010	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416		04/20/2010	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416	LMT	04/19/2010	NT	spke to A3p. Advised unable to honor b1 request	GORDON CLINKSCALE
3416	LMT	04/19/2010	NT	for \$10k. Advised of f/c postponments and	GORDON CLINKSCALE

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Date Data as-of:

Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416	LMT	04/19/2010	NT	forbearance tht was not accepted. Advised agent	GORDON CLINKSCALE
3416	LMT	04/19/2010	NT	never rec'd information as well as documentation	GORDON CLINKSCALE
3416	LMT	04/19/2010	NT	was received for another postponement days before	GORDON CLINKSCALE
3416	LMT	04/19/2010	NT	the sale. gclinks/hope.	GORDON CLINKSCALE
3416		04/12/2010	FOR	Per Management updating follow up	ALEJANDRA PEREZ
3416		04/12/2010	FOR	date	ALEJANDRA PEREZ
3416		04/12/2010	FOR	TASK:1000-FCL-CHANGD FUPDT 04/12/11	ALEJANDRA PEREZ
3416	LMT	04/12/2010	NT	called and left message for b1 attny to advise	GORDON CLINKSCALE
3416	LMT	04/12/2010	NT	unable to honor request to rescind sale.	GORDON CLINKSCALE
3416	LMT	04/12/2010	NT	gclinks/hope.	GORDON CLINKSCALE
3416		04/02/2010	DM	EARLY IND: SCORE 154 MODEL EIFRC	SYSTEM ID
3416		03/22/2010	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416	LMT	03/17/2010	NT	spke to A3p W.Pookrum. Sttd tht he is faxing	GORDON CLINKSCALE
3416	LMT	03/17/2010	NT	info regarding forb plan. gclinks/hope.	GORDON CLINKSCALE
3416		03/02/2010	DM	EARLY IND: SCORE 174 MODEL EIFRC	SYSTEM ID
3416	CBR	02/26/2010	NT	Suppressed Credit due to (Foreclosure).	API CSRV
3416	CBR	02/26/2010	NT	Suppression will expire (00/00/00).	API CSRV
3416	LMT	02/24/2010	NT	spoke to A3p. sttd tht custmr believe he was on	GORDON CLINKSCALE
3416	LMT	02/24/2010	NT	forb agreement. Advied 3p forb was offered but	GORDON CLINKSCALE
3416	LMT	02/24/2010	NT	according to Det HOPE rep info on forb not	GORDON CLINKSCALE
3416	LMT	02/24/2010	NT	received. advised file went to sale due to this.	GORDON CLINKSCALE
3416	LMT	02/24/2010	NT	Advised 3p sale adjorned twice. 3p sttd tht sale	GORDON CLINKSCALE
3416	LMT	02/24/2010	NT	shld have been adjorned again due to forb although	GORDON CLINKSCALE
3416	LMT	02/24/2010	NT	cust didnt make pymt and no confirm on plan recd.	GORDON CLINKSCALE
3416	LMT	02/24/2010	NT	3p sttd tht wld discuss customer intentions.	GORDON CLINKSCALE
3416	LMT	02/24/2010	NT	gclinks/hope.	GORDON CLINKSCALE
3416		02/23/2010	CBR	FCL SALE	SYSTEM ID
3416	LMT	02/22/2010	NT	spke to A3p W. Pookrum. 3p sttd tht was in court	GORDON CLINKSCALE
3416	LMT	02/22/2010	NT	and wld need to cll me back. gclinks/hope.	GORDON CLINKSCALE
3416		02/22/2010	NT	ACTUAL fcl f/c gt 2/19/2010 ONLY are \$191.34 ; red	REBECA VIELMANN
3416		02/22/2010	NT	exp 07/05/10 FEES \$150.00 COSTS \$41.34	REBECA VIELMANN
3416		02/22/2010	NT	Johnny Davis (x1599) JDavis@orlans.com	REBECA VIELMANN
3416	CSH30	02/22/2010	CIT	026 DONE 02/22/10 BY TLR 19338	REBECA VIELMANN
3416	CSH30	02/22/2010	CIT	TSK TYP 720-PO STMT SCRIPT	REBECA VIELMANN
3416	PAY	02/22/2010	NT	addl f/c \$316.34 g/t 02-22-10 atty f/c \$191.34,	REBECA VIELMANN

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Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416	PAY	02/22/2010	NT	\$95 for bpo and \$30 for pir.	REBECA VIELMANN
3416		02/22/2010	PAY	ORIG TO: ADDL F/C \$316.34 G/T 02-22	REBECA VIELMANN
3416		02/22/2010	PAY	INT TO 022210 EXP DT 022210 AMT 0069076.39	REBECA VIELMANN
3416		02/22/2010	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416	CSH30	02/19/2010	CIT	026 f/c have been requested by mail for payoff.	REBECA VIELMANN
3416		02/18/2010	DM	TT A3P GERARD A WEINER VERIF INFO CALLS LETTER	JUSTIN KLEIN
3416		02/18/2010	DM	CREDIT TAD LC ADV SLAE DATE ASKED ABOUT GETTING A	JUSTIN KLEIN
3416		02/18/2010	DM	PAY OFF ADV PASS FC SALE HAVE TO GET FOR ATT SAID	JUSTIN KLEIN
3416		02/18/2010	DM	WAS SENT HERE TO GET WHEN WENT TO PUT ON HOLD HUNG	JUSTIN KLEIN
3416		02/18/2010	DM	UP ON A3P BY MISSTAKE	JUSTIN KLEIN
3416		02/18/2010	DM	ACTION/RESULT CD CHANGED FROM BRLM TO BRUN	JUSTIN KLEIN
3416	COL04	02/18/2010	CIT	025 DONE 02/18/10 BY TLR 26519	SPENCER COOPER
3416	COL04	02/18/2010	CIT	TSK TYP 941-TEAM LEAD ELEVA	SPENCER COOPER
3416	COL04	02/18/2010	CIT	025 closing cit 941 - rcvd cll frm a3p walter	SPENCER COOPER
3416	COL04	02/18/2010	CIT	pookrum, adv was unscssfl in rchng hope rep,	SPENCER COOPER
3416	COL04	02/18/2010	CIT	a3p adv nvr rcvd wrd bck either, adv wll hve	SPENCER COOPER
3416	COL04	02/18/2010	CIT	to try diff route of cmmnctn, adv wll hve	SPENCER COOPER
3416	COL04	02/18/2010	CIT	issue pursued frthr, a3p wntd to knw wht p/o	SPENCER COOPER
3416	COL04	02/18/2010	CIT	wld be for post sale redemption, adv of unpd	SPENCER COOPER
3416	COL04	02/18/2010	CIT	prncple bal uncllctd fees and escrw, ran p/o,	SPENCER COOPER
3416	COL04	02/18/2010	CIT	adv of tat, adv of hope# and our pblic ritns #	SPENCER COOPER
3416	COL04	02/18/2010	CIT	026 Teller Id:26519	SPENCER COOPER
3416	COL04	02/18/2010	CIT	Fax Number:3139610610	SPENCER COOPER
3416	COL04	02/18/2010	CIT	Phone Number:3139637300	SPENCER COOPER
3416	COL04	02/18/2010	CIT	CITReson:warning code flag = 5	SPENCER COOPER
3416	COL04	02/18/2010	CIT	Requestor Name:Walter Pookrum	SPENCER COOPER
3416	COL04	02/18/2010	CIT	Int Thr Date:03/18/10	SPENCER COOPER
3416		02/17/2010	DM	RCVD VM FROM A3P WALTER POOKRUM, CLD 313-963-7300	SPENCER COOPER
3416		02/17/2010	DM	4:01PM CNTRL, LFT MSSGE W/# AND MY EXTNSN	SPENCER COOPER
3416		02/17/2010	DM	ACTION/RESULT CD CHANGED FROM OAAI TO BRLM	SPENCER COOPER
3416		02/17/2010	DM	U3P CLD ON ACC FROM THE TITLE CMPNY ADV NOT ABLE	AARON DRISCOLL
3416		02/17/2010	DM	TO GIVE ANY SPEC INFO 3P JUST WANTED TO KNOW WHO	AARON DRISCOLL
3416		02/17/2010	DM	CAN GET A P/O RAN ADV HAVE AUTH PARTIES CALL IN TO	AARON DRISCOLL
3416		02/17/2010	DM	GET THAT INFO	AARON DRISCOLL
3416		02/17/2010	DM	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI	AARON DRISCOLL

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Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416	COL04	02/15/2010	CIT	025 update cit 941 - rcvd vm from a3p Walter	SPENCER COOPER
3416	COL04	02/15/2010	CIT	Pookrum, cld 313-963-7300 12:51pm cntrl to fnd	SPENCER COOPER
3416	COL04	02/15/2010	CIT	out if rcvd wrd bck yet, still waiting on	SPENCER COOPER
3416	COL04	02/15/2010	CIT	response, wll mke 3rd attmpt later	SPENCER COOPER
3416	COL04	02/12/2010	CIT	025 update cit 941 - cld a3p Walter Pookrum at	SPENCER COOPER
3416	COL04	02/12/2010	CIT	313-963-7300 11:25am cntrl to fnd out	SPENCER COOPER
3416	COL04	02/12/2010	CIT	if rcvd wrd bck yet, still waiting on response,	SPENCER COOPER
3416	COL04	02/12/2010	CIT	wll mke 2nd attmpt later	SPENCER COOPER
3416		02/09/2010	FOR	BIDDING INSTRUCTIONS (609) COMPLETED 12/24/09	MICHELLE SWAIM
3416		02/09/2010	FOR	BIDDING INSTRUCTIONS (609) UNCOMPLETED	MICHELLE SWAIM
3416	COL04	02/09/2010	CIT	025 new cit 941 - waiting on response, wll cll a3p	SPENCER COOPER
3416	COL04	02/09/2010	CIT	Walter Pookrum at 313-963-7300 once rcvd	SPENCER COOPER
3416	COL04	02/09/2010	CIT	024 DONE 02/09/10 BY TLR 26519	SPENCER COOPER
3416	COL04	02/09/2010	CIT	TSK TYP 941-TEAM LEAD ELEVA	SPENCER COOPER
3416	COL04	02/09/2010	CIT	024 closing cit 941	SPENCER COOPER
3416		02/02/2010	DM	EARLY IND: SCORE 174 MODEL EIFRC	SYSTEM ID
3416	COL04	02/02/2010	CIT	024 new cit 941 - waiting on respnse, wll cll a3p	SPENCER COOPER
3416	COL04	02/02/2010	CIT	Walter Pookrum at 313-963-7300 once I get a	SPENCER COOPER
3416	COL04	02/02/2010	CIT	rspnse, best time to cll early afternoon	SPENCER COOPER
3416	COL04	02/02/2010	CIT	023 DONE 02/02/10 BY TLR 26519	SPENCER COOPER
3416	COL04	02/02/2010	CIT	TSK TYP 940-TEAM LEAD ELEVA	SPENCER COOPER
3416	COL04	02/02/2010	CIT	023 closing cit - a3p back Walter Pookrum at	SPENCER COOPER
3416	COL04	02/02/2010	CIT	313-963-7300, adv autho has bn added, a3p wntd	SPENCER COOPER
3416	COL04	02/02/2010	CIT	to knw how wnt to 4clsre if on 4brnce, adv no	SPENCER COOPER
3416	COL04	02/02/2010	CIT	4brnce ws on acct, a3p adv was wrkng	SPENCER COOPER
3416	COL04	02/02/2010	CIT	w/Scully, adv unsre of who, a3p adv has her	SPENCER COOPER
3416	COL04	02/02/2010	CIT	contact info, adv nthng we cn do since wnt to	SPENCER COOPER
3416	COL04	02/02/2010	CIT	sale, adv of rdmpn for spo and full payoff,	SPENCER COOPER
3416	COL04	02/02/2010	CIT	a3p wntd cll frm skily, emld and rqstd	SPENCER COOPER
3416	INQ30	02/02/2010	CIT	022 DONE 02/02/10 BY TLR 01250	KAREN BASS
3416	INQ30	02/02/2010	CIT	TSK TYP 255-CC COR TRACKING	KAREN BASS
3416	INQ30	02/02/2010	CIT	022 closing cit 255: sent 2:18 ltr adv auth added	KAREN BASS
3416	INQ30	02/02/2010	CIT	for the law office of walter pookrum. see	KAREN BASS
3416	INQ30	02/02/2010	CIT	auth gl nt dtd 2/1/10. sent to imaging. kb	KAREN BASS
3416	INQ30	02/02/2010	CIT	7436	KAREN BASS

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Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416		02/01/2010	OL	WDOYWDOYCUS - AUTHORIZATION CONFIRMATION	KAREN BASS
3416	AUTH	02/01/2010	NT	added auth for The Law Firm of Walter Pookrum. kb	KAREN BASS
3416	AUTH	02/01/2010	NT	7436	KAREN BASS
3416		01/28/2010	DM	U3P WALTER POOKRUM CI, ADV DOES NOT HAVE AUTH,	RACHEL DENICUS
3416		01/28/2010	DM	LOOKED AT LOOKING, NOTHING THERE, ADV NEED TO	RACHEL DENICUS
3416		01/28/2010	DM	REFAX, ADV FAX NUMBER FOR AUTH, ADV FAXES DO NOT	RACHEL DENICUS
3416		01/28/2010	DM	DIRECTLY COME INTO OUT OFFICE, U3P WANTED TO SPEAK	RACHEL DENICUS
3416		01/28/2010	DM	WITH SUPER, ADV NO ONE WAS AVAIL, CALL BACK 24-48	RACHEL DENICUS
3416		01/28/2010	DM	HOURS	RACHEL DENICUS
3416		01/28/2010	DM	ACTION/RESULT CD CHANGED FROM BRUN TO OAAI	RACHEL DENICUS
3416	COL04	01/28/2010	CIT	023 cit 940 please call u3p back Walter Pookrum at	RACHEL DENICUS
3416	COL04	01/28/2010	CIT	313-963-7300, wants to know how come not auth,	RACHEL DENICUS
3416	COL04	01/28/2010	CIT	has sent in auth form few times	RACHEL DENICUS
3416	INQ30	01/25/2010	CIT	022 new cit 255 corr rcvd	SUSAN PARKER
3416	INQ	01/21/2010	NT	u3p, atty walter tookrum/personal rep of the	AILEEN TADEO
3416	INQ	01/21/2010	NT	estate ci reg auth adv fax number for auth.	AILEEN TADEO
3416	INQ	01/21/2010	NT	aileen t 8976818	AILEEN TADEO
3416		01/20/2010	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416		01/15/2010	CBR	FORECLOSURE STARTED	SYSTEM ID
3416		01/15/2010	CBR	DELINQUENT: 180+ DAYS	SYSTEM ID
3416		01/15/2010	CBR	CHANGE IN PRIMARY BORROWERS ADDR	SYSTEM ID
3416		01/08/2010	DM	A3P CLD GERARD A WEINER(PERSONAL	TABASUM BEGUM
3416		01/08/2010	DM	REPRESENTATIVE)ADVISED PROP SOLD 01-05-10 ADVISED	TABASUM BEGUM
3416		01/08/2010	DM	OF REDEMPTION CLD HELP LINE DISCUSSED PP SAID WAS	TABASUM BEGUM
3416		01/08/2010	DM	NOT FOR 30 DAYS. ADVISED B1 GAVE ATTY'S NO#	TABASUM BEGUM
3416		01/08/2010	DM	DISCUSSED REDEMPTION AND HUNG UP ON ME.	TABASUM BEGUM
3416		01/08/2010	DM	DFLT REASON 1 CHANGED TO: DEATH OF FAMILY MEM	TABASUM BEGUM
3416		01/08/2010	DM	ACTION/RESULT CD CHANGED FROM OAAI TO BRUN	TABASUM BEGUM
3416	COL04	01/08/2010	CIT	021 DONE 01/08/10 BY TLR 01727	TABASUM BEGUM
3416	COL04	01/08/2010	CIT	TSK TYP 808-DO NOT REFER TO	TABASUM BEGUM
3416	COL04	01/08/2010	CIT	021 New CIT #808 do not refer acct until	TABASUM BEGUM
3416	LMT	01/08/2010	NT	b1 ci re loan mod.Xferred to loss mit.\tin8978215	KRISITNE SUPSUP
3416	DM	01/08/2010	NT	FHLMC EDR 12/31/09 43 07/08/09	LAILA BEGUM
3416		01/07/2010	TX	TAX COMMENTS: CIT 551 CHANGE TO NO PAY 1/7/2010	LAVANYA GUMMIREDDY
3416	TAX60	01/07/2010	CIT	020 DONE 01/07/10 BY TLR 30485	LAVANYA GUMMIREDDY

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Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416	TAX60	01/07/2010	CIT	TSK TYP 551-TAX REQUEST FRO	LAVANYA GUMMIREDDY
3416	TAX60	01/07/2010	CIT	020 CLOSING CIT 551: CHANGING ACCOUNT TO	LAVANYA GUMMIREDDY
3416	TAX60	01/07/2010	CIT	NON-ESCROW AND PLACING STOP CODES ON ACCOUNT	LAVANYA GUMMIREDDY
3416	TAX60	01/07/2010	CIT	PER REQUEST.	LAVANYA GUMMIREDDY
3416	FSV	01/06/2010	NT	received on 605, cancel/stop all placed. All	STEPHEN STANEK
3416	FSV	01/06/2010	NT	inspections stopped. JN/TX	STEPHEN STANEK
3416	BKR20	01/06/2010	CIT	019 DONE 01/06/10 BY TLR 22942	STEPHANIE ARNETT
3416	BKR20	01/06/2010	CIT	TSK TYP 908-FHLMC SALE FNL	STEPHANIE ARNETT
3416	FSV	01/06/2010	NT	On 605 report, put stop on inspections	DIETRICH HAMPTON
3416	FSV	01/06/2010	NT	shut down prop pres tracking if open,	DIETRICH HAMPTON
3416	FSV	01/06/2010	NT	XLD all pres work, activated stop all	DIETRICH HAMPTON
3416	FSV	01/06/2010	NT	flag.	DIETRICH HAMPTON
3416	FSV	01/06/2010	NT	Lpannell tx 3968	DIETRICH HAMPTON
3416		01/05/2010	FOR	01/05/10 - 11:19 - 49380	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	/2010.. Status: Active, approval	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	not required.	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	01/05/10 - 11:19 - 49380	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	: red exp 07/05/10 Due date	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	pushed forward from weekend or	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	holiday to next available business	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	day. Date moved from 7/5/2010 to 7/6	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	01/05/10 - 11:19 - 49380	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	System updated for the following	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	event: User has reprojected the	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	step Post Sale Redemption Expires	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	to 7/5/2010. Reason: Other. Comments	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	01/05/10 - 11:19 - 49380	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	y Business Number: : Sale	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	Comments: : Bankers Trust Company	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	as Trustee	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	01/05/10 - 11:19 - 49380	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	, title taken in the name of	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	clients beneficiary?: : 3rd Party	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	Name: : 3rd Party Address: :	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	3rd Party Phone Number: : 3rd Part	NEW TRAK SYSTEM ID

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Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416		01/05/2010	FOR	01/05/10 - 11:19 - 49380	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	ate: : 1/5/2010 Successful Bid	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	Amount: : 65000 Servicers Max Bid	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	Amount: : 65000 Total Debt: :	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	Sheriffs Appraisal Value: : If REO	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	01/05/10 - 11:19 - 49380	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	User has completed the	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	F29_SaleResultsMI data form with	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	the following entries: Property	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	Sold To: : Property Acquired Sale D	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	01/05/10 - 11:19 - 49380	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	following event: Sale Held,	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	completed on 1/5/2010	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	01/05/10 - 11:19 - 49380	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	following event: Client System	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	Updated, completed on 1/5/2010	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	01/05/10 - 11:19 - 49380	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	Process opened 1/5/2010 by user	NEW TRAK SYSTEM ID
3416		01/05/2010	FOR	Stephanie Arnett.	NEW TRAK SYSTEM ID
3416	FCL	01/05/2010	NT	transmitted on midanet	AIMEE BECKERICH
3416	FCL20	01/05/2010	CIT	018 DONE 01/05/10 BY TLR 05417	AIMEE BECKERICH
3416	FCL20	01/05/2010	CIT	TSK TYP 952-SALES RESULTS R	AIMEE BECKERICH
3416	INV	01/05/2010	CIT	019 CIT 908 - Transfer Completed	PRADEEP MIDATHALA
3416	BKR20	01/05/2010	CIT	020 Open CIT#551 Discontinue payment of taxes and	STEPHANIE ARNETT
3416	BKR20	01/05/2010	CIT	change to B service	STEPHANIE ARNETT
3416	BKR20	01/05/2010	CIT	019 New CIT #908 property sold back to bene for	STEPHANIE ARNETT
3416	BKR20	01/05/2010	CIT	\$65,000 at foreclosure sale 01/05/10	STEPHANIE ARNETT
3416	BKR20	01/05/2010	CIT	018 New CIT #952 property sold back to bene for	STEPHANIE ARNETT
3416	BKR20	01/05/2010	CIT	\$65,000 at foreclosure sale 01/05/10	STEPHANIE ARNETT
3416		01/05/2010	FOR	red exp 07/05/10	STEPHANIE ARNETT
3416		01/05/2010	FOR	TASK:0621-FCL-CHANGD FUPDT 07/05/10	STEPHANIE ARNETT
3416		01/05/2010	FOR	CK FOR EARLY REDEMPT (621) UNCOMPLETED	STEPHANIE ARNETT
3416		01/05/2010	FOR	FORECLOSURE SALE (605) COMPLETED 01/05/10	STEPHANIE ARNETT

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Date Data as-of:

Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416		01/05/2010	FOR	Freddie Mac file	STEPHANIE ARNETT
3416		01/04/2010	DM	EARLY IND: SCORE 101 MODEL EIFRC	SYSTEM ID
3416		12/28/2009	FSV	INSP TP F RESULTS RCVD; ORD DT=12/16/09	SYSTEM ID
3416		12/24/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		12/24/2009	DMD	12/23/09 22:10:13 NO ANS	DAVOX INCOMING FILE
3416		12/24/2009	DMD	12/23/09 15:16:43 NO ANS	DAVOX INCOMING FILE
3416		12/24/2009	FOR	12/24/09 - 15:39 - 43661	NEW TRAK SYSTEM ID
3416		12/24/2009	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
3416		12/24/2009	FOR	following event: Bidding	NEW TRAK SYSTEM ID
3416		12/24/2009	FOR	Instructions To Attorney, completed	NEW TRAK SYSTEM ID
3416		12/24/2009	FOR	on 12/24/2009	NEW TRAK SYSTEM ID
3416		12/24/2009	FOR	12/24/09 - 15:39 - 43661	NEW TRAK SYSTEM ID
3416		12/24/2009	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
3416		12/24/2009	FOR	following event: Bidding	NEW TRAK SYSTEM ID
3416		12/24/2009	FOR	Instructions Received By Attorney,	NEW TRAK SYSTEM ID
3416		12/24/2009	FOR	completed on 12/24/2009	NEW TRAK SYSTEM ID
3416		12/24/2009	FOR	12/24/09 - 15:39 - 43661	NEW TRAK SYSTEM ID
3416		12/24/2009	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
3416		12/24/2009	FOR	following event: Bid Calculation	NEW TRAK SYSTEM ID
3416		12/24/2009	FOR	Completed, completed on 12/24/2009	NEW TRAK SYSTEM ID
3416		12/24/2009	FOR	12/24/09 - 15:39 - 43661	NEW TRAK SYSTEM ID
3416		12/24/2009	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
3416		12/24/2009	FOR	following event: Bid Approved,	NEW TRAK SYSTEM ID
3416		12/24/2009	FOR	completed on 12/24/2009	NEW TRAK SYSTEM ID
3416		12/23/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		12/23/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		12/23/2009	DMD	12/22/09 22:05:11 NO ANS	DAVOX INCOMING FILE
3416		12/23/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		12/23/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		12/23/2009	DMD	12/23/09 15:16:43 NO ANS	DAVOX INCOMING FILE
3416		12/23/2009	FOR	12/23/09 - 15:18 - 31448	NEW TRAK SYSTEM ID
3416		12/23/2009	FOR	n: adj moratorium	NEW TRAK SYSTEM ID
3416		12/23/2009	FOR	12/23/09 - 15:18 - 31448	NEW TRAK SYSTEM ID
3416		12/23/2009	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
3416		12/23/2009	FOR	following event: Sale Scheduled	NEW TRAK SYSTEM ID

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Date Data as-of:

Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416		12/23/2009	FOR	For. User changed date completed	NEW TRAK SYSTEM ID
3416		12/23/2009	FOR	from 12/29/2009 to incomplete. Reaso	NEW TRAK SYSTEM ID
3416		12/23/2009	FOR	12/23/09 - 15:18 - 31448	NEW TRAK SYSTEM ID
3416		12/23/2009	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
3416		12/23/2009	FOR	following event: Sale Scheduled	NEW TRAK SYSTEM ID
3416		12/23/2009	FOR	For, completed on 1/5/2010	NEW TRAK SYSTEM ID
3416		12/23/2009	FOR	12/23/09 - 15:15 - 31448	NEW TRAK SYSTEM ID
3416		12/23/2009	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
3416		12/23/2009	FOR	following event: Confirmed Sale Has	NEW TRAK SYSTEM ID
3416		12/23/2009	FOR	Been Postponed, completed on	NEW TRAK SYSTEM ID
3416		12/23/2009	FOR	12/23/2009	NEW TRAK SYSTEM ID
3416		12/23/2009	FOR	12/23/09 - 15:17 - 31448	NEW TRAK SYSTEM ID
3416		12/23/2009	FOR	t	NEW TRAK SYSTEM ID
3416		12/23/2009	FOR	12/23/09 - 15:17 - 31448	NEW TRAK SYSTEM ID
3416		12/23/2009	FOR	User has completed the Sale	NEW TRAK SYSTEM ID
3416		12/23/2009	FOR	Scheduled For data form with the	NEW TRAK SYSTEM ID
3416		12/23/2009	FOR	following entries: Sale	NEW TRAK SYSTEM ID
3416		12/23/2009	FOR	Postponement Reason: : Client Reques	NEW TRAK SYSTEM ID
3416		12/23/2009	FOR	12/23/09 - 11:11 - 39086	NEW TRAK SYSTEM ID
3416		12/23/2009	FOR	Process opened 12/23/2009 by user	NEW TRAK SYSTEM ID
3416		12/23/2009	FOR	Helen Huesser-McDermott.	NEW TRAK SYSTEM ID
3416		12/23/2009	FOR	12/23/09 - 11:12 - 39086	NEW TRAK SYSTEM ID
3416		12/23/2009	FOR	until after 1/3/10 due to the	NEW TRAK SYSTEM ID
3416		12/23/2009	FOR	moratorium declared by Fannie and	NEW TRAK SYSTEM ID
3416		12/23/2009	FOR	Freddie Timeframe: : 01/04/10	NEW TRAK SYSTEM ID
3416		12/23/2009	FOR	12/23/09 - 11:12 - 39086	NEW TRAK SYSTEM ID
3416		12/23/2009	FOR	User has completed the	NEW TRAK SYSTEM ID
3416		12/23/2009	FOR	Postpone_Dtl data form with the	NEW TRAK SYSTEM ID
3416		12/23/2009	FOR	following entries: Instructions: :	NEW TRAK SYSTEM ID
3416		12/23/2009	FOR	Please postpone the foreclosure sale	NEW TRAK SYSTEM ID
3416		12/23/2009	FOR	12/23/09 - 11:12 - 39086	NEW TRAK SYSTEM ID
3416		12/23/2009	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
3416		12/23/2009	FOR	following event: Notify Attorney of	NEW TRAK SYSTEM ID
3416		12/23/2009	FOR	Postponement Request, completed on	NEW TRAK SYSTEM ID
3416		12/23/2009	FOR	12/23/2009	NEW TRAK SYSTEM ID

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Date Data as-of:

Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416		12/23/2009	FOR	TASK:0605-FCL-CHANGD FUPDT 01/05/10	NEW TRAK SYSTEM ID
3416	INQ20	12/22/2009	CIT	017 DONE 12/22/09 BY TLR 01340	MARCHELL HARMON
3416	INQ20	12/22/2009	CIT	TSK TYP 103-DOCUMENT REQUES	MARCHELL HARMON
3416	INQ20	12/22/2009	CIT	017 closing cit 103 note snt thnks mh 4110	MARCHELL HARMON
3416		12/22/2009	OL	WDOYCUS - GENERAL INQUIRY INFO ENCLOSED	MARCHELL HARMON
3416		12/22/2009	D28	FORCED BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416	INQ20	12/18/2009	CIT	017 fyi to cit 103 note ordered thnks mh 4110	MARCHELL HARMON
3416		12/17/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		12/17/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		12/17/2009	DMD	12/17/09 17:23:33 MSG ANS MACH	DAVOX INCOMING FILE
3416		12/16/2009	FSV	INSP TYPE F ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
3416	INQ75	12/14/2009	CIT	017 new cit 103 a3p GERARD A WEINER ci would like	SATHYANARAYANA VISW.
3416	INQ75	12/14/2009	CIT	to rcv copy of mtg note. carrel c 8978501	SATHYANARAYANA VISW.
3416	INQ75	12/14/2009	CIT	016 DONE 12/14/09 BY TLR 13194	SATHYANARAYANA VISW.
3416	INQ75	12/14/2009	CIT	TSK TYP 010-HELOC DISCREPAN	SATHYANARAYANA VISW.
3416	INQ75	12/14/2009	CIT	016 closing cit 103.. task type in error 10, will	SATHYANARAYANA VISW.
3416	INQ75	12/14/2009	CIT	open correct w/order carrel c 8978501	SATHYANARAYANA VISW.
3416	INQ75	12/14/2009	CIT	016 new cit 103 a3p GERARD A WEINER ci would like	SATHYANARAYANA VISW.
3416	INQ75	12/14/2009	CIT	to rcv copy of mtg note. carrel c 8978501	SATHYANARAYANA VISW.
3416		12/11/2009	CBR	FORECLOSURE STARTED	SYSTEM ID
3416		12/11/2009	CBR	DELINQUENT: 180+ DAYS	SYSTEM ID
3416		12/04/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		12/04/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		12/04/2009	DMD	12/04/09 16:08:50 MSG ANS MACH	DAVOX INCOMING FILE
3416	DM	12/04/2009	NT	FHLMC EDR 11/30/09- 43 7/8/2009	LAILA BEGUM
3416		12/02/2009	DM	EARLY IND: SCORE 101 MODEL EIFRC	SYSTEM ID
3416		11/30/2009	FOR	per LPS	LORETTA CARTER
3416		11/30/2009	FOR	TASK:0605-FCL-CHANGD FUPDT 12/29/09	LORETTA CARTER
3416		11/30/2009	FOR	SALE SCHEDULED (604) COMPLETED 11/25/09	LORETTA CARTER
3416		11/30/2009	FOR	SALE SCHEDULED (604) UNCOMPLETED	LORETTA CARTER
3416		11/30/2009	PPT	FILE CLOSED (2) COMPLETED 11/30/09	JAMES BRIAN SELLERS
3416		11/27/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		11/27/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		11/27/2009	DMD	11/27/09 14:32:02 MSG ANS MACH	DAVOX INCOMING FILE
3416		11/25/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE

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Date Data as-of:

Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416		11/25/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		11/25/2009	DMD	11/25/09 16:04:20 MSG ANS MACH	DAVOX INCOMING FILE
3416		11/25/2009	FOR	11/25/09 - 16:05 - 31448	NEW TRAK SYSTEM ID
3416		11/25/2009	FOR	n: FNMA/FHLMC sales suspended to	NEW TRAK SYSTEM ID
3416		11/25/2009	FOR	allow time for loss mit	NEW TRAK SYSTEM ID
3416		11/25/2009	FOR	11/25/09 - 16:05 - 31448	NEW TRAK SYSTEM ID
3416		11/25/2009	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
3416		11/25/2009	FOR	following event: Sale Scheduled	NEW TRAK SYSTEM ID
3416		11/25/2009	FOR	For. User changed date completed	NEW TRAK SYSTEM ID
3416		11/25/2009	FOR	from 11/24/2009 to incomplete. Reaso	NEW TRAK SYSTEM ID
3416		11/25/2009	FOR	11/25/09 - 16:05 - 31448	NEW TRAK SYSTEM ID
3416		11/25/2009	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
3416		11/25/2009	FOR	following event: Sale Scheduled	NEW TRAK SYSTEM ID
3416		11/25/2009	FOR	For, completed on 12/29/2009	NEW TRAK SYSTEM ID
3416		11/25/2009	FOR	11/25/09 - 16:05 - 31448	NEW TRAK SYSTEM ID
3416		11/25/2009	FOR	on	NEW TRAK SYSTEM ID
3416		11/25/2009	FOR	11/25/09 - 16:05 - 31448	NEW TRAK SYSTEM ID
3416		11/25/2009	FOR	User has completed the Sale	NEW TRAK SYSTEM ID
3416		11/25/2009	FOR	Scheduled For data form with the	NEW TRAK SYSTEM ID
3416		11/25/2009	FOR	following entries: Sale	NEW TRAK SYSTEM ID
3416		11/25/2009	FOR	Postponement Reason: : Loss Mitigati	NEW TRAK SYSTEM ID
3416		11/25/2009	FOR	TASK:0605-FCL-CHANGD FUPDT 12/29/09	NEW TRAK SYSTEM ID
3416		11/24/2009	FSV	INSP TP F RESULTS RCVD; ORD DT=11/16/09	SYSTEM ID
3416		11/24/2009	FOR	11/24/09 - 07:03 - 49380	NEW TRAK SYSTEM ID
3416		11/24/2009	FOR	bid will be uploaded when complete	NEW TRAK SYSTEM ID
3416		11/24/2009	FOR	. Status: Active, approval not	NEW TRAK SYSTEM ID
3416		11/24/2009	FOR	required.	NEW TRAK SYSTEM ID
3416		11/24/2009	FOR	11/24/09 - 07:03 - 49380	NEW TRAK SYSTEM ID
3416		11/24/2009	FOR	System updated for the following	NEW TRAK SYSTEM ID
3416		11/24/2009	FOR	event: User has reprojected the	NEW TRAK SYSTEM ID
3416		11/24/2009	FOR	step Bid Calculation Completed to	NEW TRAK SYSTEM ID
3416		11/24/2009	FOR	12/29/2009. Reason: Other. Comments:	NEW TRAK SYSTEM ID
3416		11/20/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		11/20/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		11/20/2009	DMD	11/20/09 16:54:25 MSG ANS MACH	DAVOX INCOMING FILE

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Date Data as-of:

Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416		11/20/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416		11/17/2009	FOR	TASK:0605-FCL-CHANGD FUPDT 11/24/09	NEW TRAK SYSTEM ID
3416		11/17/2009	FOR	11/17/09 - 14:52 - 49380	NEW TRAK SYSTEM ID
3416		11/17/2009	FOR	bid will be uploaded when complete	NEW TRAK SYSTEM ID
3416		11/17/2009	FOR	. Status: Active, approval not	NEW TRAK SYSTEM ID
3416		11/17/2009	FOR	required.	NEW TRAK SYSTEM ID
3416		11/17/2009	FOR	11/17/09 - 14:52 - 49380	NEW TRAK SYSTEM ID
3416		11/17/2009	FOR	System updated for the following	NEW TRAK SYSTEM ID
3416		11/17/2009	FOR	event: User has reprojected the	NEW TRAK SYSTEM ID
3416		11/17/2009	FOR	step Bid Calculation Completed to	NEW TRAK SYSTEM ID
3416		11/17/2009	FOR	11/24/2009. Reason: Other. Comments:	NEW TRAK SYSTEM ID
3416		11/17/2009	FOR	11/17/09 - 11:44 - 49380	NEW TRAK SYSTEM ID
3416		11/17/2009	FOR	on	NEW TRAK SYSTEM ID
3416		11/17/2009	FOR	11/17/09 - 11:44 - 49380	NEW TRAK SYSTEM ID
3416		11/17/2009	FOR	User has completed the Sale	NEW TRAK SYSTEM ID
3416		11/17/2009	FOR	Scheduled For data form with the	NEW TRAK SYSTEM ID
3416		11/17/2009	FOR	following entries: Sale	NEW TRAK SYSTEM ID
3416		11/17/2009	FOR	Postponement Reason: : Loss Mitigati	NEW TRAK SYSTEM ID
3416		11/17/2009	FOR	11/17/09 - 11:44 - 49380	NEW TRAK SYSTEM ID
3416		11/17/2009	FOR	4/2009. Reason: sale adjourned for	NEW TRAK SYSTEM ID
3416		11/17/2009	FOR	loss mit	NEW TRAK SYSTEM ID
3416		11/17/2009	FOR	11/17/09 - 11:44 - 49380	NEW TRAK SYSTEM ID
3416		11/17/2009	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
3416		11/17/2009	FOR	following event: Sale Scheduled	NEW TRAK SYSTEM ID
3416		11/17/2009	FOR	For. User changed date completed	NEW TRAK SYSTEM ID
3416		11/17/2009	FOR	from 11/17/2009 to completed on 11/2	NEW TRAK SYSTEM ID
3416		11/17/2009	FOR	11/17/09 - 11:44 - 49380	NEW TRAK SYSTEM ID
3416		11/17/2009	FOR	Process opened 11/17/2009 by user	NEW TRAK SYSTEM ID
3416		11/17/2009	FOR	Stephanie Arnett.	NEW TRAK SYSTEM ID
3416		11/16/2009	FSV	INSP TYPE F ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
3416		11/13/2009	CBR	FORECLOSURE STARTED	SYSTEM ID
3416		11/13/2009	CBR	DELINQUENT: 180+ DAYS	SYSTEM ID
3416		11/13/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		11/13/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		11/13/2009	DMD	11/13/09 16:42:09 NO ANS	DAVOX INCOMING FILE

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Date Data as-of:

Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416		11/11/2009	FOR	11/11/09 - 15:02 - 43661	NEW TRAK SYSTEM ID
3416		11/11/2009	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
3416		11/11/2009	FOR	following event: Bid Calculation	NEW TRAK SYSTEM ID
3416		11/11/2009	FOR	Completed, completed on 11/11/2009	NEW TRAK SYSTEM ID
3416		11/11/2009	FOR	11/11/09 - 15:02 - 43661	NEW TRAK SYSTEM ID
3416		11/11/2009	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
3416		11/11/2009	FOR	following event: Bid Approved,	NEW TRAK SYSTEM ID
3416		11/11/2009	FOR	completed on 11/11/2009	NEW TRAK SYSTEM ID
3416		11/11/2009	FOR	11/11/09 - 15:02 - 43661	NEW TRAK SYSTEM ID
3416		11/11/2009	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
3416		11/11/2009	FOR	following event: Bidding	NEW TRAK SYSTEM ID
3416		11/11/2009	FOR	Instructions To Attorney, completed	NEW TRAK SYSTEM ID
3416		11/11/2009	FOR	on 11/11/2009	NEW TRAK SYSTEM ID
3416		11/11/2009	FOR	11/11/09 - 15:02 - 43661	NEW TRAK SYSTEM ID
3416		11/11/2009	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
3416		11/11/2009	FOR	following event: Bidding	NEW TRAK SYSTEM ID
3416		11/11/2009	FOR	Instructions Received By Attorney,	NEW TRAK SYSTEM ID
3416		11/11/2009	FOR	completed on 11/11/2009	NEW TRAK SYSTEM ID
3416		11/11/2009	FOR	BIDDING INSTRUCTIONS (609) COMPLETED 11/11/09	LINDSAY FENDRICH
3416		11/11/2009	FOR	BIDDING INSTRUCTIONS (609) UNCOMPLETED	LINDSAY FENDRICH
3416		11/03/2009	DM	EARLY IND: SCORE 110 MODEL EIFRC	SYSTEM ID
3416		11/03/2009	FOR	11/03/09 - 08:43 - 49380	NEW TRAK SYSTEM ID
3416		11/03/2009	FOR	bid will be uploaded when complete	NEW TRAK SYSTEM ID
3416		11/03/2009	FOR	. Status: Active, approval not	NEW TRAK SYSTEM ID
3416		11/03/2009	FOR	required.	NEW TRAK SYSTEM ID
3416		11/03/2009	FOR	11/03/09 - 08:43 - 49380	NEW TRAK SYSTEM ID
3416		11/03/2009	FOR	System updated for the following	NEW TRAK SYSTEM ID
3416		11/03/2009	FOR	event: User has reprojected the	NEW TRAK SYSTEM ID
3416		11/03/2009	FOR	step Bid Calculation Completed to	NEW TRAK SYSTEM ID
3416		11/03/2009	FOR	11/17/2009. Reason: Other. Comments:	NEW TRAK SYSTEM ID
3416		10/30/2009	PPT	FILE CLOSED (2) COMPLETED 10/30/09	JAMES BRIAN SELLERS
3416		10/28/2009	FSV	INSP TP F RESULTS RCVD; ORD DT=10/16/09	SYSTEM ID
3416		10/20/2009	FOR	10/20/09 - 12:21 - 49380	NEW TRAK SYSTEM ID
3416		10/20/2009	FOR	7/2009. Reason: sale scheduled for	NEW TRAK SYSTEM ID
3416		10/20/2009	FOR	11/17/09	NEW TRAK SYSTEM ID

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Date Data as-of:

Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416		10/20/2009	FOR	10/20/09 - 12:21 - 49380	NEW TRAK SYSTEM ID
3416		10/20/2009	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
3416		10/20/2009	FOR	following event: Sale Scheduled	NEW TRAK SYSTEM ID
3416		10/20/2009	FOR	For. User changed date completed	NEW TRAK SYSTEM ID
3416		10/20/2009	FOR	from 10/20/2009 to completed on 11/1	NEW TRAK SYSTEM ID
3416		10/20/2009	FOR	10/20/09 - 12:21 - 49380	NEW TRAK SYSTEM ID
3416		10/20/2009	FOR	t	NEW TRAK SYSTEM ID
3416		10/20/2009	FOR	10/20/09 - 12:21 - 49380	NEW TRAK SYSTEM ID
3416		10/20/2009	FOR	User has completed the Sale	NEW TRAK SYSTEM ID
3416		10/20/2009	FOR	Scheduled For data form with the	NEW TRAK SYSTEM ID
3416		10/20/2009	FOR	following entries: Sale	NEW TRAK SYSTEM ID
3416		10/20/2009	FOR	Postponement Reason: : Client Reques	NEW TRAK SYSTEM ID
3416		10/20/2009	FOR	10/20/09 - 12:21 - 49380	NEW TRAK SYSTEM ID
3416		10/20/2009	FOR	Process opened 10/20/2009 by user	NEW TRAK SYSTEM ID
3416		10/20/2009	FOR	Stephanie Arnett.	NEW TRAK SYSTEM ID
3416		10/20/2009	FOR	TASK:0605-FCL-CHANGD FUPDT 11/17/09	NEW TRAK SYSTEM ID
3416		10/20/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416		10/16/2009	CBR	FORECLOSURE STARTED	SYSTEM ID
3416		10/16/2009	CBR	DELINQUENT: 180+ DAYS	SYSTEM ID
3416		10/16/2009	FSV	INSP TYPE F ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
3416		10/14/2009	FOR	10/14/09 - 15:14 - 58333	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	following event: Notify Attorney of	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	Postponement Request, completed on	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	10/14/2009	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	10/14/09 - 16:12 - 31448	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	following event: Confirmed Sale Has	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	Been Postponed, completed on	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	10/14/2009	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	10/14/09 - 15:36 - 43661	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	following event: Bid Approved,	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	completed on 10/14/2009	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	10/14/09 - 15:36 - 43661	NEW TRAK SYSTEM ID

Loan History

Date Data as-of:

Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416		10/14/2009	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	following event: Bidding	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	Instructions To Attorney, completed	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	on 10/14/2009	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	10/14/09 - 15:36 - 43661	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	following event: Bidding	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	Instructions Received By Attorney,	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	completed on 10/14/2009	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	10/14/09 - 15:36 - 43661	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	following event: Bid Calculation	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	Completed, completed on 10/14/2009	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	10/14/09 - 16:14 - 31448	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	adjournment, we've exhausted the	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	allowed 30 day postponement.	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	Thanks!	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	10/14/09 - 16:14 - 31448	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	Type: Response Needed / Subject:	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	Postpone Request / Message: Hi	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	Patty! This is a Freddie Mac loan,	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	we need approval from them for this	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	10/14/09 - 16:14 - 31448	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	Intercom Message: / Sent:	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	10/14/2009 4:14:10 PM / From:	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	lindsay fendrich / To:	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	Scully,Patricia; / CC: / Intercom	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	10/14/09 - 15:13 - 58333	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	nks, pscully/gmac/hope Timeframe:	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	:	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	10/14/09 - 15:13 - 58333	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	r 10/20/2009 thru 11/17/2009 to	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	allow more time for loss mitt	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	options. I approve all adjournment	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	fees and costs. Please confirm. Tha	NEW TRAK SYSTEM ID

Loan History

Date Data as-of:

Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416		10/14/2009	FOR	10/14/09 - 15:13 - 58333	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	User has completed the	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	Postpone_Dtl data form with the	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	following entries: Instructions: :	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	Please adjourn Sheriff's Sale set fo	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	10/14/09 - 15:13 - 58333	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	Process opened 10/14/2009 by user	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	Patricia Scully.	NEW TRAK SYSTEM ID
3416		10/14/2009	FOR	BIDDING INSTRUCTIONS (609) COMPLETED 10/14/09	LINDSAY FENDRICH
3416	LMT	10/13/2009	NT	tt artp. atty pookrum, advsd him I need some sort	PATRICIA SCULLY
3416	LMT	10/13/2009	NT	of loss mitt in place to adjourn this sale any	PATRICIA SCULLY
3416	LMT	10/13/2009	NT	longer. He understood, and will get back with me.	PATRICIA SCULLY
3416	LMT	10/13/2009	NT	pscully/HOPE	PATRICIA SCULLY
3416	LMT	10/08/2009	NT	Upon receipt of the first installment on the	PATRICIA SCULLY
3416	LMT	10/08/2009	NT	Forbearance I can cancel the FC sale, then the	PATRICIA SCULLY
3416	LMT	10/08/2009	NT	Estate will have time to decide how they wish to	PATRICIA SCULLY
3416	LMT	10/08/2009	NT	proceed. Please advise. I have enclosed a copy of	PATRICIA SCULLY
3416	LMT	10/08/2009	NT	the Forbearance agreement for your review. Please	PATRICIA SCULLY
3416	LMT	10/08/2009	NT	advise ASAP. email sent to ARTP Walter Pookrum.	PATRICIA SCULLY
3416	LMT	10/08/2009	NT	pscully/HOPE	PATRICIA SCULLY
3416	LMT	10/08/2009	NT	I would like to set the WIENER account up on a 6	PATRICIA SCULLY
3416	LMT	10/08/2009	NT	month forbearance. I would like the estate to	PATRICIA SCULLY
3416	LMT	10/08/2009	NT	start making payments in the amount of \$480.79,	PATRICIA SCULLY
3416	LMT	10/08/2009	NT	beginning 11/01/2009. This is a Freddie Mac	PATRICIA SCULLY
3416	LMT	10/08/2009	NT	loan...I cant just keep adjourning this without	PATRICIA SCULLY
3416	LMT	10/08/2009	NT	some sort of plan in place. I have sent a family	PATRICIA SCULLY
3416	LMT	10/08/2009	NT	transfer pkg to Gerard, but with his health issue,	PATRICIA SCULLY
3416	LMT	10/08/2009	NT	we have been unable to get anything done. Do you	PATRICIA SCULLY
3416	LMT	10/08/2009	NT	think the 6 month forbearance is reasonable? The	PATRICIA SCULLY
3416	LMT	10/08/2009	NT	FC Sale is set for 10/20/2009. pscully/HOPE	PATRICIA SCULLY
3416		10/02/2009	DM	EARLY IND: SCORE 135 MODEL EIFRC	SYSTEM ID
3416		09/24/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		09/24/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		09/24/2009	DMD	09/24/09 10:27:05 MSG ANS MACH	DAVOX INCOMING FILE
3416		09/23/2009	FSV	INSP TP F RESULTS RCVD; ORD DT=09/16/09	SYSTEM ID

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Date Data as-of:

Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416		09/22/2009	D28	FORCED BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416		09/16/2009	FSV	INSP TYPE F ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
3416	ASM01	09/16/2009	NT	RECIEVED REQUEST FOR A FAMILY TRANSFER SENDING	REBECCA WIRTZ
3416	ASM01	09/16/2009	NT	FAMILY TRANSFER PKG TO 838 GREEN ST SAN FRANSICO,	REBECCA WIRTZ
3416	ASM01	09/16/2009	NT	CA AS REQUESTED	REBECCA WIRTZ
3416		09/16/2009	OL	WDOYASSMP-FAMPKG	REBECCA WIRTZ
3416	LMT	09/15/2009	NT	Please send a Family transfer package to:	PATRICIA SCULLY
3416	LMT	09/15/2009	NT	Gerard Wiener, son of Roland Wiener	PATRICIA SCULLY
3416	LMT	09/15/2009	NT	The family transfer would go into his name	PATRICIA SCULLY
3416	LMT	09/15/2009	NT	Please mail the package to the following address:	PATRICIA SCULLY
3416	LMT	09/15/2009	NT	838 Green St.	PATRICIA SCULLY
3416	LMT	09/15/2009	NT	San Francisco, CA 94133	PATRICIA SCULLY
3416	LMT	09/15/2009	NT	If I need to provide you wit further info please	PATRICIA SCULLY
3416	LMT	09/15/2009	NT	feel free to contact me, I have enclosed the death	PATRICIA SCULLY
3416	LMT	09/15/2009	NT	certificate for Roland Wiener & the Letter of	PATRICIA SCULLY
3416	LMT	09/15/2009	NT	Authority showing Gerard A. Wiener as Personal	PATRICIA SCULLY
3416	LMT	09/15/2009	NT	Rep. request sent via email to rmcade & rwirtz.	PATRICIA SCULLY
3416	LMT	09/15/2009	NT	pscully/HOPE	PATRICIA SCULLY
3416		09/11/2009	CBR	FORECLOSURE STARTED	SYSTEM ID
3416		09/11/2009	CBR	ASSUMED LOAN: EFFECTIVE DATE =08/01/09	SYSTEM ID
3416		09/11/2009	CBR	DELINQUENT: 150 DAYS	SYSTEM ID
3416		09/11/2009	CBR	CHANGE IN PRIMARY BORROWERS ADDR	SYSTEM ID
3416		09/08/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		09/08/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		09/08/2009	DMD	09/08/09 14:30:27 NO ANS	DAVOX INCOMING FILE
3416		09/03/2009	FOR	TASK:0605-FCL-CHANGD FUPDT 10/20/09	NEW TRAK SYSTEM ID
3416		09/03/2009	FOR	09/03/09 - 09:33 - 43661	NEW TRAK SYSTEM ID
3416		09/03/2009	FOR	adjourned for loss mit	NEW TRAK SYSTEM ID
3416		09/03/2009	FOR	09/03/09 - 09:33 - 43661	NEW TRAK SYSTEM ID
3416		09/03/2009	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
3416		09/03/2009	FOR	following event: Sale Scheduled	NEW TRAK SYSTEM ID
3416		09/03/2009	FOR	For. User changed date completed	NEW TRAK SYSTEM ID
3416		09/03/2009	FOR	from 9/8/2009 to incomplete. Reason:	NEW TRAK SYSTEM ID
3416		09/03/2009	FOR	09/03/09 - 09:32 - 43661	NEW TRAK SYSTEM ID
3416		09/03/2009	FOR	User has completed the Sale	NEW TRAK SYSTEM ID

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Date Data as-of:

Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416		09/03/2009	FOR	Scheduled For data form with the	NEW TRAK SYSTEM ID
3416		09/03/2009	FOR	following entries: Sale	NEW TRAK SYSTEM ID
3416		09/03/2009	FOR	Postponement Reason: : Loss Mitigati	NEW TRAK SYSTEM ID
3416		09/03/2009	FOR	09/03/09 - 09:33 - 43661	NEW TRAK SYSTEM ID
3416		09/03/2009	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
3416		09/03/2009	FOR	following event: Sale Scheduled	NEW TRAK SYSTEM ID
3416		09/03/2009	FOR	For, completed on 10/20/2009	NEW TRAK SYSTEM ID
3416		09/03/2009	FOR	09/03/09 - 09:32 - 43661	NEW TRAK SYSTEM ID
3416		09/03/2009	FOR	on	NEW TRAK SYSTEM ID
3416	DM	09/03/2009	NT	FHLMC EDR 08/31/09- 68 8/6/2009 43 7/8/2009 AW	LAILA BEGUM
3416	DM	09/03/2009	NT	8/11/2009 AX 8/21/2009	LAILA BEGUM
3416		09/02/2009	DM	EARLY IND: SCORE 149 MODEL EIFRC	SYSTEM ID
3416		09/01/2009	FSV	INSP TP F RESULTS RCVD; ORD DT=08/17/09	SYSTEM ID
3416	LMT	08/31/2009	NT	Son ci to Detroit HOPE office, is going to meet	PATRICIA SCULLY
3416	LMT	08/31/2009	NT	with the other members of the estate to discuss	PATRICIA SCULLY
3416	LMT	08/31/2009	NT	what they want to do with the property. Options,	PATRICIA SCULLY
3416	LMT	08/31/2009	NT	son would move in, estate would pool miney and try	PATRICIA SCULLY
3416	LMT	08/31/2009	NT	and pif. advsd son would need full financial	PATRICIA SCULLY
3416	LMT	08/31/2009	NT	disclosure to submit with either request for loan	PATRICIA SCULLY
3416	LMT	08/31/2009	NT	mod or SPO. B1 understood. pscully/HOPE	PATRICIA SCULLY
3416		08/31/2009	OL	WDOYASSMP-FAM PKG	REBECCA MCDADE
3416		08/26/2009	FOR	08/26/09 - 15:56 - 49380	NEW TRAK SYSTEM ID
3416		08/26/2009	FOR	System updated for the following	NEW TRAK SYSTEM ID
3416		08/26/2009	FOR	event: User has reprojected the	NEW TRAK SYSTEM ID
3416		08/26/2009	FOR	step Bid Calculation Completed to	NEW TRAK SYSTEM ID
3416		08/26/2009	FOR	10/20/2009. Reason: Other. Comments:	NEW TRAK SYSTEM ID
3416		08/26/2009	FOR	08/26/09 - 15:56 - 49380	NEW TRAK SYSTEM ID
3416		08/26/2009	FOR	bid will be uploaded when complete	NEW TRAK SYSTEM ID
3416		08/26/2009	FOR	. Status: Active, approval not	NEW TRAK SYSTEM ID
3416		08/26/2009	FOR	required.	NEW TRAK SYSTEM ID
3416		08/26/2009	FOR	08/26/09 - 08:28 - 49380	NEW TRAK SYSTEM ID
3416		08/26/2009	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
3416		08/26/2009	FOR	following event: Confirmed Sale Has	NEW TRAK SYSTEM ID
3416		08/26/2009	FOR	Been Postponed, completed on	NEW TRAK SYSTEM ID
3416		08/26/2009	FOR	8/26/2009	NEW TRAK SYSTEM ID

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Date Data as-of:

Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416		08/25/2009	FOR	08/25/09 - 12:29 - 58333	NEW TRAK SYSTEM ID
3416		08/25/2009	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
3416		08/25/2009	FOR	following event: Notify Attorney of	NEW TRAK SYSTEM ID
3416		08/25/2009	FOR	Postponement Request, completed on	NEW TRAK SYSTEM ID
3416		08/25/2009	FOR	8/25/2009	NEW TRAK SYSTEM ID
3416		08/25/2009	FOR	08/25/09 - 12:03 - 58333	NEW TRAK SYSTEM ID
3416		08/25/2009	FOR	r 09/08/2009 thru 10/13/2009 to	NEW TRAK SYSTEM ID
3416		08/25/2009	FOR	allow more time for loss mitt. I	NEW TRAK SYSTEM ID
3416		08/25/2009	FOR	approve all attorney fees and	NEW TRAK SYSTEM ID
3416		08/25/2009	FOR	costs. Please confirm. Thanks. pscu	NEW TRAK SYSTEM ID
3416		08/25/2009	FOR	08/25/09 - 12:03 - 58333	NEW TRAK SYSTEM ID
3416		08/25/2009	FOR	User has completed the	NEW TRAK SYSTEM ID
3416		08/25/2009	FOR	Postpone_Dtl data form with the	NEW TRAK SYSTEM ID
3416		08/25/2009	FOR	following entries: Instructions: :	NEW TRAK SYSTEM ID
3416		08/25/2009	FOR	Please adjourn Sheriff's Sale set fo	NEW TRAK SYSTEM ID
3416		08/25/2009	FOR	08/25/09 - 12:03 - 58333	NEW TRAK SYSTEM ID
3416		08/25/2009	FOR	lly/gmac/hope Timeframe: :	NEW TRAK SYSTEM ID
3416		08/25/2009	FOR	08/25/09 - 12:02 - 58333	NEW TRAK SYSTEM ID
3416		08/25/2009	FOR	Process opened 8/25/2009 by user	NEW TRAK SYSTEM ID
3416		08/25/2009	FOR	Patricia Scully.	NEW TRAK SYSTEM ID
3416		08/25/2009	FOR	CK FOR EARLY REDEMPT (621) COMPLETED 08/25/09	BRYAN ZELNER
3416	LMT	08/25/2009	NT	referral from Orlans. Orlans received	PATRICIA SCULLY
3416	LMT	08/25/2009	NT	correspondence from Atty Walter Pookrum, he	PATRICIA SCULLY
3416	LMT	08/25/2009	NT	represents the estate. Atty Pookrum is stating	PATRICIA SCULLY
3416	LMT	08/25/2009	NT	that the estate was not given the proper notice in	PATRICIA SCULLY
3416	LMT	08/25/2009	NT	accordance with the new FC statute 4453 passed by	PATRICIA SCULLY
3416	LMT	08/25/2009	NT	the MI legislature effective 07/05/2009. I have	PATRICIA SCULLY
3416	LMT	08/25/2009	NT	adjourned the sale 30 days to allow time for loss	PATRICIA SCULLY
3416	LMT	08/25/2009	NT	mitt, and avoid a suit that would have been filed	PATRICIA SCULLY
3416	LMT	08/25/2009	NT	by Atty Pookrum. He is going to contact the estate	PATRICIA SCULLY
3416	LMT	08/25/2009	NT	and have them contact me so we can discuss what	PATRICIA SCULLY
3416	LMT	08/25/2009	NT	the method of remedy will be to cure this	PATRICIA SCULLY
3416	LMT	08/25/2009	NT	account.pscully/HOPE	PATRICIA SCULLY
3416	LMT	08/25/2009	NT	Please adjourn Sheriff's Sale set for 09/08/2009	PATRICIA SCULLY
3416	LMT	08/25/2009	NT	thru 10/13/2009 to allow more time for loss mitt.	PATRICIA SCULLY

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Date Data as-of:

Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416	LMT	08/25/2009	NT	I approve all attorney fees and costs. Please	PATRICIA SCULLY
3416	LMT	08/25/2009	NT	confirm.Thanks, request sent via email & Newtrak	PATRICIA SCULLY
3416	LMT	08/25/2009	NT	to Orlans office. pscully/HOPE	PATRICIA SCULLY
3416	PARPK	08/25/2009	NT	rcvd letter requesting w/out, traditional w/out	JENNA CURRAN
3416	PARPK	08/25/2009	NT	only opt, will need fin pckg from executor of	JENNA CURRAN
3416	PARPK	08/25/2009	NT	estate...imaged	JENNA CURRAN
3416	HARR	08/25/2009	NT	referral from Orlans. pscully/HOPE	PATRICIA SCULLY
3416		08/21/2009	FOR	DEED EXECT-RETRN ATT (622) COMPLETED 08/21/09	BRENDA STAEHLE
3416		08/21/2009	DM	RESTRaining ORDER AGAINST US AND MK SURE THIS IS	KRISTA ZAHNER
3416		08/21/2009	DM	TAKEN CARE OF KEPT TALKING ABOUT GOING TO COURT	KRISTA ZAHNER
3416		08/21/2009	DM	TRIED TO TKE FIN INFO TO SEE IF QUAL FOR MOD 3P	KRISTA ZAHNER
3416		08/21/2009	DM	KPT TLKNG ABT MI LAWS ADV WE WLL FOLLOW ALL STATE	KRISTA ZAHNER
3416		08/21/2009	DM	SPECIFIC LAWS ADV AT THIS POINT ND TO OCNTACT FCL	KRISTA ZAHNER
3416		08/21/2009	DM	ATTY FOR ARRANGEMENTS	KRISTA ZAHNER
3416		08/21/2009	DM	ACTION/RESULT CD CHANGED FROM BRUN TO OAAI	KRISTA ZAHNER
3416		08/21/2009	DM	A3P GERARD WIENER CI VI ADV MTH DUE APR-AUG LC	KRISTA ZAHNER
3416		08/21/2009	DM	CRDT LTTRS CLLS FCL AND SALE DATE A3P STD HE HS BN	KRISTA ZAHNER
3416		08/21/2009	DM	TRYING TO CONTACT US SINCE FEB AND HD SNT I	KRISTA ZAHNER
3416		08/21/2009	DM	NUMEROUS AUTH FORMS W/DEATH CERT FOR B1 STD PER MI	KRISTA ZAHNER
3416		08/21/2009	DM	LAW WE ARE REQUIRED TO MEET W/HIM AND TO PUT A 90	KRISTA ZAHNER
3416		08/21/2009	DM	DAY HOLD ON FCL OTHERWISE HE WILL FILE A	KRISTA ZAHNER
3416		08/21/2009	DM	ACTION/RESULT CD CHANGED FROM BRLM TO BRUN	KRISTA ZAHNER
3416		08/21/2009	DM	A3P GERARD WEINER CI WANTED TO VERIFY IF DEATH	SUNSHINE DELA CRUZ
3416		08/21/2009	DM	CERTIFICATE & AUTHO LTR,ADV TRANSFER THE CALL	SUNSHINE DELA CRUZ
3416		08/21/2009	DM	DFLT REASON 2 CHANGED TO: BLANK	SUNSHINE DELA CRUZ
3416		08/21/2009	DM	ACTION/RESULT CD CHANGED FROM NOTE TO BRLM	SUNSHINE DELA CRUZ
3416		08/21/2009	DM	U3P ATTY WALTER POKRUM CALLED AND WANTED TO KNOW	SHERRY STAMBAUGH
3416		08/21/2009	DM	IF WE RECD THE INFO TO SPK W/HIM OR PERSONAL REP	SHERRY STAMBAUGH
3416		08/21/2009	DM	GERARD WEINER, ADV WE CAN SPK W/GERARD, HE IS	SHERRY STAMBAUGH
3416		08/21/2009	DM	HAVING HIM CALL US BACK.	SHERRY STAMBAUGH
3416		08/21/2009	DM	ACTION/RESULT CD CHANGED FROM NOTE TO NOTE	SHERRY STAMBAUGH
3416	OCC	08/20/2009	NT	Updated occupancy due to address change	RACHEL KRUGER
3416		08/20/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416	ASM01	08/19/2009	NT	Received death certificate for ROLAND WEINER, DOD	REBECCA WIRTZ
3416	ASM01	08/19/2009	NT	01.23.09 and received Letters of Authority naming	REBECCA WIRTZ

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Date Data as-of:

Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416	ASM01	08/19/2009	NT	GERARD A WEINER AS PERSONAL REPRESENTATIVE.	REBECCA WIRTZ
3416	ASM	08/19/2009	NT	Ua3p-Walter, the Attnory for the excutor/cin inq	AMANDA OSBORN
3416	ASM	08/19/2009	NT	about being on the acc/advd him that tat is 21 buz	AMANDA OSBORN
3416	ASM	08/19/2009	NT	days to wait can fax to the assumpt dept a req for	AMANDA OSBORN
3416	ASM	08/19/2009	NT	cil but will need to wait/amanda m 4237	AMANDA OSBORN
3416		08/19/2009	DM	U3P WALTER POOKRUM, ESTATE ATTY, CI ASKED ABOUT	MATT YSBRAND
3416		08/19/2009	DM	FAXES THAT HE HAD SENT, ADV 30 DAY TAT FOR	MATT YSBRAND
3416		08/19/2009	DM	ASSUMPTIONS, 3P LAST SENT OVER 30 DAYS, XFER TO	MATT YSBRAND
3416		08/19/2009	DM	ASSUMPTIONS.	MATT YSBRAND
3416		08/19/2009	DM	ACTION/RESULT CD CHANGED FROM OAAI TO NOTE	MATT YSBRAND
3416		08/17/2009	FSV	INSP TYPE F ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
3416		08/14/2009	CBR	FORECLOSURE STARTED	SYSTEM ID
3416		08/14/2009	CBR	DELINQUENT: 120 DAYS	SYSTEM ID
3416	ASM	08/14/2009	NT	email- 3p, gerard weiner, son of b1, adv he	JULIET ODULIO
3416	ASM	08/14/2009	NT	already sent the death certificate and letter auth	JULIET ODULIO
3416	ASM	08/14/2009	NT	him as executor on the acct and asked where else	JULIET ODULIO
3416	ASM	08/14/2009	NT	to send the docs, adv tat approx 30d for the asm	JULIET ODULIO
3416	ASM	08/14/2009	NT	dept to update the acct../juliet o8976888	JULIET ODULIO
3416	ASM	08/11/2009	NT	email--3p Gerard Wiener emling abt the status of	SHARINA WILLIAMS
3416	ASM	08/11/2009	NT	the info sent to assumptns dept advsd taking 30	SHARINA WILLIAMS
3416	ASM	08/11/2009	NT	days to process so will need to allow more time	SHARINA WILLIAMS
3416	ASM	08/11/2009	NT	--apologized for c/s sharina w/4145	SHARINA WILLIAMS
3416		08/11/2009	FOR	JUDGMENT DATE (602) COMPLETED 08/11/09	AIMEE BECKERICH
3416		08/11/2009	DM	CONT-MR ASKD TO ADD TO NOTES HIS CNTCT INFO: PHN#	BRITTANY EALY
3416		08/11/2009	DM	415-509-1221 AND EMAIL: GERARD.WIENER@GMAIL.COM.	BRITTANY EALY
3416		08/11/2009	DM	MR ADV WLD SND THE INFO AGAIN AND CLBCK WKLY	BRITTANY EALY
3416		08/11/2009	DM	ACTION/RESULT CD CHANGED FROM NOTE TO OAAI	BRITTANY EALY
3416		08/11/2009	DM	U3P, GERARD WIENER, SON OF B1, CLD IN, ADV NO	BRITTANY EALY
3416		08/11/2009	DM	AUTH, MR ADV HS SNT IN THE DEATH CRTFCT AND	BRITTANY EALY
3416		08/11/2009	DM	EXECUTORSHIP OF B1'S ESTATE TO ASSUMPTIONS DPT	BRITTANY EALY
3416		08/11/2009	DM	SVRL TIMES AND WNTD TO KNW IF RCVD YET, ADV NO	BRITTANY EALY
3416		08/11/2009	DM	AUTH AT THS TIME. CNFRMD THE FX# AND MAILING	BRITTANY EALY
3416		08/11/2009	DM	ADDRESS, ADV TO RESEND AND TAT SHLD BE ABT 1 WK.	BRITTANY EALY
3416		08/11/2009	DM	ACTION/RESULT CD CHANGED FROM OAAI TO NOTE	BRITTANY EALY
3416		08/06/2009	FOR	FIRST LEGAL ACTION (601) COMPLETED 08/06/09	NEW TRAK SYSTEM ID

Loan History

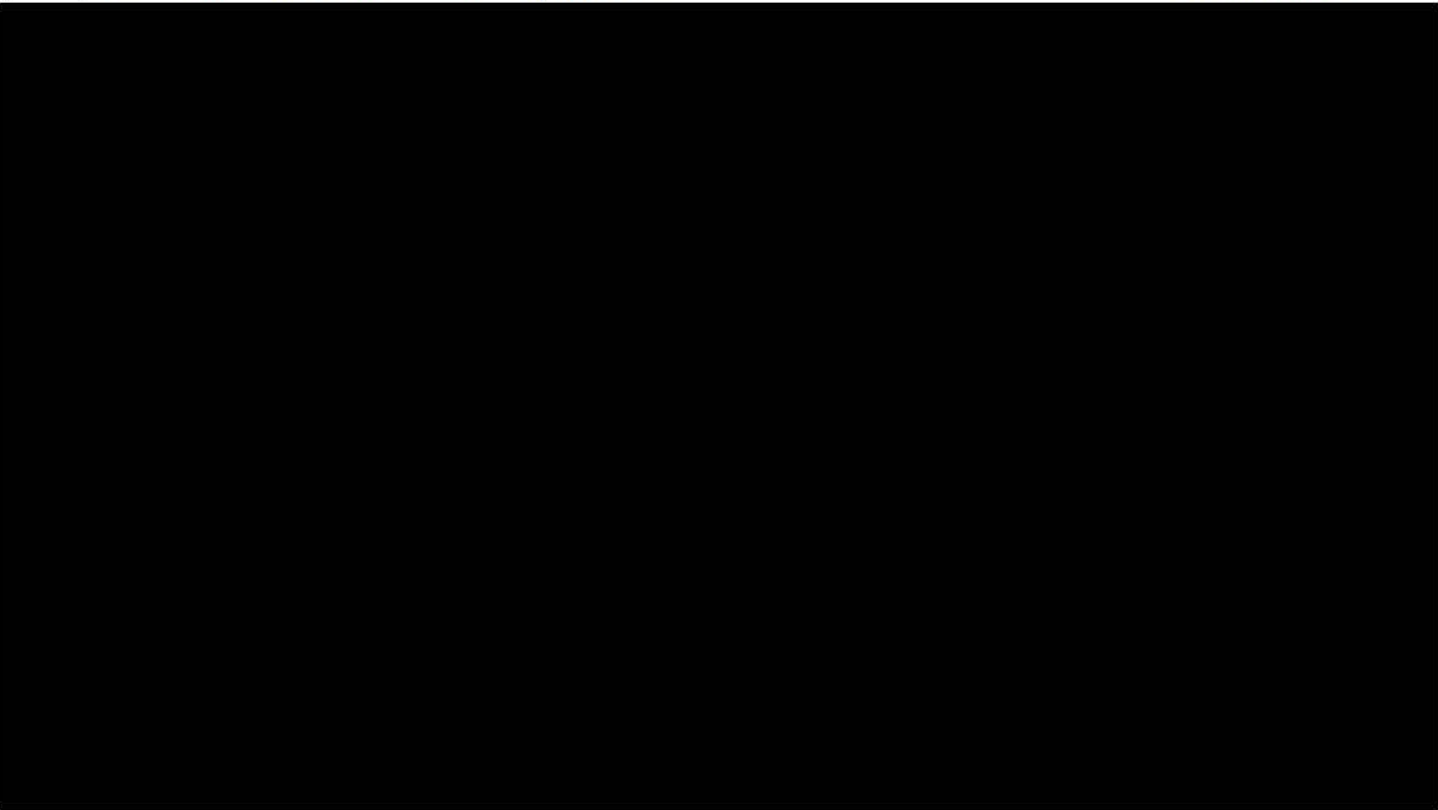
Date Data as-of:

Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416		08/06/2009	FOR	08/06/09 - 05:59 - 32615	NEW TRAK SYSTEM ID
3416		08/06/2009	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
3416		08/06/2009	FOR	following event: First Publication,	NEW TRAK SYSTEM ID
3416		08/06/2009	FOR	completed on 8/6/2009 (DIS)	NEW TRAK SYSTEM ID
3416		08/05/2009	FOR	SALE SCHEDULED (604) COMPLETED 08/05/09	NEW TRAK SYSTEM ID
3416		08/05/2009	FOR	TASK:0605-FCL-CHANGD FUPDT 09/08/09	NEW TRAK SYSTEM ID
3416		08/05/2009	FOR	08/05/09 - 15:44 - 32615	NEW TRAK SYSTEM ID
3416		08/05/2009	FOR	Process opened 8/5/2009 by user	NEW TRAK SYSTEM ID
3416		08/05/2009	FOR	Stephanie Jagenow.	NEW TRAK SYSTEM ID
3416		08/05/2009	FOR	08/05/09 - 15:44 - 32615	NEW TRAK SYSTEM ID
3416		08/05/2009	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
3416		08/05/2009	FOR	following event: Sale Scheduled	NEW TRAK SYSTEM ID
3416		08/05/2009	FOR	For, completed on 9/8/2009 (DIS)	NEW TRAK SYSTEM ID
3416		08/04/2009	DM	EARLY IND: SCORE 167 MODEL EIFRC	SYSTEM ID
3416	DM	08/04/2009	NT	FHLMC EDR 07/31/09- AW 7/7/2009 43 7/8/2009 AX	ERIC STURGIS
3416	DM	08/04/2009	NT	7/27/2009	ERIC STURGIS
3416		07/27/2009	FSV	INSP TP F RESULTS RCVD; ORD DT=07/17/09	SYSTEM ID
3416		07/27/2009	DM	LIKE TO JUST GIVE UP AND LET FC SD DOESN'T KNOW	ASHLEY MARSH
3416		07/27/2009	DM	WHAT TO DO, SD SENDS US THE INFO AND GETS LOST,	ASHLEY MARSH
3416		07/27/2009	DM	ADV MAKE SURE LOAN # ON EACH PAGE TO ENSURE GETS	ASHLEY MARSH
3416		07/27/2009	DM	TO CORRECT LOAN, INQ LOAN #, ADV CANNOT RELEASE	ASHLEY MARSH
3416		07/27/2009	DM	ANY ACCOUNT INFO, SD OKAY WILL HAVE ATTNYS RESEND	ASHLEY MARSH
3416		07/27/2009	DM	THE INFO, SD IS TRYING SINCE FEB	ASHLEY MARSH
3416		07/27/2009	DM	ACTION/RESULT CD CHANGED FROM OAAI TO OAAI	ASHLEY MARSH
3416		07/27/2009	DM	NOT SHOW THAT HAVE ANYTHING ON FILE, INQ HOW	ASHLEY MARSH
3416		07/27/2009	DM	PEOPLE SPK WITH IN LOSS MIT DON'T HAVE IT BUT REPS	ASHLEY MARSH
3416		07/27/2009	DM	IN ASM HAVE IT, ADV NOT RECD EXECUTORSHIP NOR	ASHLEY MARSH
3416		07/27/2009	DM	DEATH CERT, SD SHOCKED AS TOLD HAVE THE INFO, ADV	ASHLEY MARSH
3416		07/27/2009	DM	ASSUMPT FAX 9725380739, SD BEEN 5 MOS, SD HIRED	ASHLEY MARSH
3416		07/27/2009	DM	ATTNY AND GOT THE ESTATE UP AND NO MONEY, SD WOULD	ASHLEY MARSH
3416		07/27/2009	DM	ACTION/RESULT CD CHANGED FROM NOTE TO OAAI	ASHLEY MARSH
3416		07/27/2009	DM	TT U3P GERARD WIENER, INQ IF CAN GIVE #, ADV NO	ASHLEY MARSH
3416		07/27/2009	DM	AUTH TO CALL BACK, ADV NO AUTH ON THE ACCOUNT, SD	ASHLEY MARSH
3416		07/27/2009	DM	RECD LTR OF AUTHORITY THAT WAS RECD 7/8/09, INQ IF	ASHLEY MARSH
3416		07/27/2009	DM	RECD THE LTR OF AUTH, INQ WHAT WANT NEED, ADV NEED	ASHLEY MARSH

Loan History

Date Data as-of:

Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416		07/27/2009	DM	DEATH CERT AND EXECUTORSHIP, SD ALREADY FAXED TO	ASHLEY MARSH
3416		07/27/2009	DM	US 3 WEEKS AGO BY THE ATTN, INQ IF HAVE, ADV DO	ASHLEY MARSH
3416		07/27/2009	DM	ACTION/RESULT CD CHANGED FROM LMDC TO NOTE	ASHLEY MARSH
3416	LMT	07/27/2009	NT	3p gerard wiener son of b1 ci to send an fyi	KEVIN CREWS
3416	LMT	07/27/2009	NT	regarding the death of b1. already submitted the	KEVIN CREWS
3416	LMT	07/27/2009	NT	death cert of b1 yet the info is not yet showing	KEVIN CREWS
3416	LMT	07/27/2009	NT	on the system, u3p wanted to make a pmnt	KEVIN CREWS
3416	LMT	07/27/2009	NT	arrangement on the property xrf to lmt / eduardo	KEVIN CREWS
3416	LMT	07/27/2009	NT	8978146	KEVIN CREWS
3416	ASM	07/27/2009	NT	3p gerard wiener ci re letter of authority sent by	REY MONTILLA
3416	ASM	07/27/2009	NT	atty on 070709 and wants to know status of	REY MONTILLA
3416	ASM	07/27/2009	NT	assumption adv xfr call to assumption specialist.	REY MONTILLA
3416	ASM	07/27/2009	NT	rey m 8978504	REY MONTILLA



Loan History

Date Data as-of:

Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416		07/21/2009	D28	FORCED BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416		07/17/2009	FSV	INSP TYPE F ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
3416		07/17/2009	FOR	07/17/09 - 13:34 - 43261	NEW TRAK SYSTEM ID
3416		07/17/2009	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
3416		07/17/2009	FOR	following event: Title Report	NEW TRAK SYSTEM ID
3416		07/17/2009	FOR	Received, completed on 7/17/2009	NEW TRAK SYSTEM ID
3416		07/17/2009	FOR	07/17/09 - 13:34 - 43261	NEW TRAK SYSTEM ID
3416		07/17/2009	FOR	-086 2009 State Equalized Value:	NEW TRAK SYSTEM ID
3416		07/17/2009	FOR	\$65,330.00 no prior or irs liens	NEW TRAK SYSTEM ID
3416		07/17/2009	FOR	07/17/09 - 13:34 - 43261	NEW TRAK SYSTEM ID
3416		07/17/2009	FOR	of \$70.64 NOTE: On the above tax	NEW TRAK SYSTEM ID
3416		07/17/2009	FOR	amount(s) there may also be due an	NEW TRAK SYSTEM ID
3416		07/17/2009	FOR	amount for interest, penalty and	NEW TRAK SYSTEM ID
3416		07/17/2009	FOR	collection. Tax ID Number 20-32-476	NEW TRAK SYSTEM ID
3416		07/17/2009	FOR	07/17/09 - 13:34 - 43261	NEW TRAK SYSTEM ID
3416		07/17/2009	FOR	on: Taxes paid through and	NEW TRAK SYSTEM ID
3416		07/17/2009	FOR	including 2008 2009 Summer Taxes	NEW TRAK SYSTEM ID
3416		07/17/2009	FOR	Due in the Amount of \$2,200.11	NEW TRAK SYSTEM ID
3416		07/17/2009	FOR	2008 Winter Taxes Paid in the Amount	NEW TRAK SYSTEM ID
3416		07/17/2009	FOR	07/17/09 - 13:34 - 43261	NEW TRAK SYSTEM ID
3416		07/17/2009	FOR	Please be advised we received your	NEW TRAK SYSTEM ID

Loan History

Date Data as-of:

Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416		07/17/2009	FOR	title, you are in first lien	NEW TRAK SYSTEM ID
3416		07/17/2009	FOR	position. Title is clear.	NEW TRAK SYSTEM ID
3416		07/17/2009	FOR	Junior liens: none Tax Informati	NEW TRAK SYSTEM ID
3416		07/10/2009	CBR	DELINQUENT: 90 DAYS	SYSTEM ID
3416		07/10/2009	FOR	REFERRED TO ATTORNEY (2) COMPLETED 07/08/09	NEW TRAK SYSTEM ID
3416		07/10/2009	FOR	07/08/09 - 18:46 - 00007	NEW TRAK SYSTEM ID
3416		07/10/2009	FOR	Foreclosure (NIE Id# 13067098) sent	NEW TRAK SYSTEM ID
3416		07/10/2009	FOR	to Orlans Associates, P.C. at	NEW TRAK SYSTEM ID
3416		07/10/2009	FOR	7/8/2009 6:45:38 PM by Automated	NEW TRAK SYSTEM ID
3416		07/10/2009	FOR	Tasks	NEW TRAK SYSTEM ID
3416		07/10/2009	FOR	07/09/09 - 00:57 - 33421	NEW TRAK SYSTEM ID
3416		07/10/2009	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
3416		07/10/2009	FOR	following event: File Received By	NEW TRAK SYSTEM ID
3416		07/10/2009	FOR	Attorney, completed on 7/9/2009	NEW TRAK SYSTEM ID
3416		07/10/2009	FOR	(DIS)	NEW TRAK SYSTEM ID
3416		07/10/2009	FOR	07/10/09 - 11:20 - 00007	NEW TRAK SYSTEM ID
3416		07/10/2009	FOR	Foreclosure (NIE Id# 13067098)	NEW TRAK SYSTEM ID
3416		07/10/2009	FOR	picked up by firm Orlans	NEW TRAK SYSTEM ID
3416		07/10/2009	FOR	Associates, P.C. at 7/10/2009	NEW TRAK SYSTEM ID
3416		07/10/2009	FOR	11:20:26 AM by Cyrinda Hunt	NEW TRAK SYSTEM ID
3416		07/10/2009	FOR	07/08/09 - 19:25 - 00007	NEW TRAK SYSTEM ID
3416		07/10/2009	FOR	User has updated the system for the	NEW TRAK SYSTEM ID
3416		07/10/2009	FOR	following event: File Referred To	NEW TRAK SYSTEM ID
3416		07/10/2009	FOR	Attorney, completed on 7/8/2009	NEW TRAK SYSTEM ID
3416		07/08/2009	FOR	07/08/09 - 12:30 - 00007	NEW TRAK SYSTEM ID
3416		07/08/2009	FOR	Process opened 7/8/2009 by user	NEW TRAK SYSTEM ID
3416		07/08/2009	FOR	Fidelity AutoProc.	NEW TRAK SYSTEM ID
3416		07/07/2009	FOR	FORECLOSURE APPROVAL (1) COMPLETED 07/07/09	API CSRV
3416	FCL	07/07/2009	NT	Foreclosure Referral Review Completed	API CSRV
3416	FCL	07/07/2009	NT	and Management Approved	API CSRV
3416		07/07/2009	FOR	APPROVED FOR FCL 07/07/09	API CSRV
3416		07/07/2009	DM	TT U3P ADV NO AUTH 3P ADV HVE PPRWRK FOR	ELIZABETH MCDONALD
3416		07/07/2009	DM	EXECUTORSHIP ADV NEED TO FAX PPRWRK TO ASSUMPTION	ELIZABETH MCDONALD
3416		07/07/2009	DM	DEPT	ELIZABETH MCDONALD
3416		07/07/2009	DM	ACTION/RESULT CD CHANGED FROM NOTE TO LMDC	ELIZABETH MCDONALD

Loan History

Date Data as-of:

Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416		07/02/2009	DM	EARLY IND: SCORE 346 MODEL EI90C	SYSTEM ID
3416		07/02/2009	D19	LM - LOSS MIT FCL REFERRAL - FNMA/FHLMC	SYSTEM ID
3416		07/01/2009	D19	PIN-NOTICE OF TERMINATION OF POLICY	SYSTEM ID
3416		07/01/2009	D19	PIN-NOTICE OF TERMINATION OF POLICY	SYSTEM ID
3416		06/30/2009	FSV	INSP TP D RESULTS RCVD; ORD DT=06/17/09	SYSTEM ID
3416	HMPS	06/24/2009	NT	Home Affordable Modification program sent to	API CSRV
3416	HMPS	06/24/2009	NT	borrower	API CSRV
3416		06/22/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416		06/17/2009	FSV	INSP TYPE D ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
3416		06/15/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		06/15/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		06/15/2009	DMD	06/15/09 14:34:12 LEFT MSG	DAVOX INCOMING FILE
3416		06/12/2009	CBR	DELINQUENT: 60 DAYS	SYSTEM ID
3416		06/12/2009	DMD	06/12/09 15:08:42 LEFT MSG	DAVOX INCOMING FILE
3416		06/12/2009	DMD	06/12/09 13:31:08 LEFT MSG	DAVOX INCOMING FILE
3416		06/12/2009	DMD	06/12/09 08:31:45 LEFT MSG	DAVOX INCOMING FILE
3416		06/11/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		06/11/2009	DMD	06/11/09 18:26:18 LEFT MSG	DAVOX INCOMING FILE
3416		06/11/2009	DMD	06/11/09 09:04:03 LEFT MSG	DAVOX INCOMING FILE
3416		06/10/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		06/10/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		06/10/2009	DMD	06/10/09 16:06:54 LEFT MSG	DAVOX INCOMING FILE
3416		06/09/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		06/09/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		06/09/2009	DMD	06/09/09 15:29:17 MSG ANS MACH	DAVOX INCOMING FILE
3416		06/08/2009	FSV	INSP TP D RESULTS RCVD; ORD DT=05/18/09	SYSTEM ID
3416		06/05/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		06/05/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		06/05/2009	DMD	06/05/09 12:53:13 LEFT MSG	DAVOX INCOMING FILE
3416		06/03/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		06/03/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		06/03/2009	DMD	06/03/09 09:42:52 LEFT MSG	DAVOX INCOMING FILE
3416		06/02/2009	DM	EARLY IND: SCORE 369 MODEL EI60C	SYSTEM ID
3416	DM	06/02/2009	NT	FHLMC EDR 05/29/09-No codes reported	LAILA BEGUM
3416		06/02/2009	D19	BREACH ROLAND C WIENER	SYSTEM ID

Loan History

Date Data as-of:

Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416		05/29/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		05/29/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		05/29/2009	DMD	05/29/09 09:15:51 LEFT MSG	DAVOX INCOMING FILE
3416		05/27/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		05/27/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		05/27/2009	DMD	05/27/09 09:40:14 LEFT MSG	DAVOX INCOMING FILE
3416		05/22/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		05/22/2009	DMD	05/22/09 15:56:00 LEFT MSG	DAVOX INCOMING FILE
3416		05/22/2009	DMD	05/22/09 09:36:10 INCOMPLETE	DAVOX INCOMING FILE
3416		05/21/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		05/21/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		05/21/2009	DMD	05/21/09 16:53:11 2	DAVOX INCOMING FILE
3416		05/20/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		05/20/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		05/20/2009	DMD	05/20/09 18:18:34 2	DAVOX INCOMING FILE
3416		05/20/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416		05/18/2009	FSV	INSP TYPE D ORDERED; REQ CD =AUTO DELQ	SYSTEM ID
3416		05/18/2009	DMD	05/16/09 13:21:27 NO ANS	DAVOX INCOMING FILE
3416		05/18/2009	DMD	05/16/09 12:51:30 NO ANS	DAVOX INCOMING FILE
3416		05/18/2009	DMD	05/16/09 12:17:49 NO ANS	DAVOX INCOMING FILE
3416		05/15/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		05/15/2009	DMD	05/15/09 08:26:43 NO ANS	DAVOX INCOMING FILE
3416		05/15/2009	DMD	05/15/09 08:10:37 NO ANS	DAVOX INCOMING FILE
3416		05/14/2009	DMD	05/14/09 13:44:19 NO ANS	DAVOX INCOMING FILE
3416		05/14/2009	DMD	05/14/09 13:33:28 NO ANS	DAVOX INCOMING FILE
3416		05/14/2009	DMD	05/14/09 09:10:45 NO ANS	DAVOX INCOMING FILE
3416		05/13/2009	DMD	05/13/09 14:58:29 NO ANS	DAVOX INCOMING FILE
3416		05/13/2009	DMD	05/13/09 14:43:17 NO ANS	DAVOX INCOMING FILE
3416		05/13/2009	DMD	05/13/09 09:07:40 NO ANS	DAVOX INCOMING FILE
3416		05/13/2009	D19	DEF - OPTIONS TO AVOID FORECLOSURE	SYSTEM ID
3416		05/12/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		05/12/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		05/12/2009	DMD	05/12/09 17:12:23 NO ANS	DAVOX INCOMING FILE
3416		05/11/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		05/11/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE

Loan History

Date Data as-of:

Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416		05/11/2009	DMD	05/11/09 15:50:59 NO ANS	DAVOX INCOMING FILE
3416		05/08/2009	CBR	DELINQUENT: 30 DAYS	SYSTEM ID
3416		05/08/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		05/08/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		05/08/2009	DMD	05/08/09 13:31:14 NO ANS	DAVOX INCOMING FILE
3416		05/07/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		05/07/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		05/07/2009	DMD	05/07/09 16:13:25 NO ANS	DAVOX INCOMING FILE
3416		05/04/2009	DM	EARLY IND: SCORE 391 MODEL EI30C	SYSTEM ID
3416		05/04/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		05/04/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		05/04/2009	DMD	05/04/09 14:59:42 LEFT MSG	DAVOX INCOMING FILE
3416		05/01/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		05/01/2009	DMD	05/01/09 15:42:03 NO ANS	DAVOX INCOMING FILE
3416		05/01/2009	DMD	05/01/09 11:02:21 NO ANS	DAVOX INCOMING FILE
3416		04/30/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		04/30/2009	DMD	04/30/09 18:56:26 NO ANS	DAVOX INCOMING FILE
3416		04/30/2009	DMD	04/30/09 12:08:24 NO ANS	DAVOX INCOMING FILE
3416		04/29/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		04/29/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		04/29/2009	DMD	04/29/09 13:54:16 NO ANS	DAVOX INCOMING FILE
3416		04/28/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		04/28/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		04/28/2009	DMD	04/28/09 13:59:56 NO ANS	DAVOX INCOMING FILE
3416		04/27/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		04/27/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		04/27/2009	DMD	04/27/09 11:48:47 LEFT MSG	DAVOX INCOMING FILE
3416		04/23/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		04/23/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		04/23/2009	DMD	04/23/09 09:25:09 NO ANS	DAVOX INCOMING FILE
3416		04/21/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		04/21/2009	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		04/21/2009	DMD	04/21/09 13:19:18 NO ANS	DAVOX INCOMING FILE
3416		04/21/2009	D28	FORCED BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416	ASM	04/14/2009	NT	u3p-gerard wiener/son ind tht b1 psd awy few of	DELORES EIKLENBORG

Loan History

Date Data as-of:

Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416	ASM	04/14/2009	NT	mnths ago, u3p hs been mkg pmts for cpl of mnths.	DELORES EIKLENBORG
3416	ASM	04/14/2009	NT	unable to mk them any lng, rltvs unable to ast	DELORES EIKLENBORG
3416	ASM	04/14/2009	NT	him, no wll, cant afrd prbt attnry fees, so no crt	DELORES EIKLENBORG
3416	ASM	04/14/2009	NT	ordrd apntg exectr. adv him to send cpy of dth	DELORES EIKLENBORG
3416	ASM	04/14/2009	NT	cert to asm dept. gv fx # & ml adr. gv him 800#	DELORES EIKLENBORG
3416	ASM	04/14/2009	NT	for fncl ntwrk to see if they hv attnry in his	DELORES EIKLENBORG
3416	ASM	04/14/2009	NT	area to ast, also adv may want to lk @ doing dd in	DELORES EIKLENBORG
3416	ASM	04/14/2009	NT	lieu instd of letting prpty be fld. delorese4026	DELORES EIKLENBORG
3416		04/14/2009	NT	3P (GERARD WIENER-son of b1) ci re:	JUSTIN KALEAS
3416		04/14/2009	NT	advisd b1 is deceaced. no executor for estate at	JUSTIN KALEAS
3416		04/14/2009	NT	moment. untrained on assumption. xfrd to spec. q.	JUSTIN KALEAS
3416		04/14/2009	NT	for further assist. justink4009	JUSTIN KALEAS
3416		04/07/2009	DM	EARLY IND: SCORE 026 MODEL EI16C	SYSTEM ID
3416		03/31/2009	P63	12.99 PAYEE = 1507.00000	
3416		03/31/2009	P63	12.95 PAYEE = 1507.00000	
3416		03/10/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416		03/05/2009	DM	EARLY IND: SCORE 026 MODEL EI16C	SYSTEM ID
3416		02/27/2009	P63	12.99 PAYEE = 1507.00000	
3416		02/27/2009	P63	12.95 PAYEE = 1507.00000	
3416		02/12/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416		02/05/2009	DM	EARLY IND: SCORE 004 MODEL EI16C	SYSTEM ID
3416		01/30/2009	P63	12.99 PAYEE = 1507.00000	
3416		01/30/2009	P63	12.95 PAYEE = 1507.00000	
3416		01/09/2009	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416		01/06/2009	DM	EARLY IND: SCORE 004 MODEL EI16C	SYSTEM ID
3416		12/31/2008	P63	12.99 PAYEE = 1507.00000	
3416		12/31/2008	P63	12.95 PAYEE = 1507.00000	
3416		12/18/2008	DM	3P CI GERARD WIENER, SON OF B1, SD BEEN PAYING IT	JAYCRIS INFANTE
3416		12/18/2008	DM	FOR 5 YEARS, SD NOT WORKING FOR A YEAR NOW.ADV	JAYCRIS INFANTE
3416		12/18/2008	DM	CANT DISCLOSE ANY INFO REGARDING THE ACCT.	JAYCRIS INFANTE
3416		12/18/2008	DM	ACTION/RESULT CD CHANGED FROM BRUN TO NOTE	JAYCRIS INFANTE
3416	INQ	12/18/2008	NT	Letter mailed to customer.	JAYCRIS INFANTE
3416	INQ	12/18/2008	NT	Letter: 2:68	JAYCRIS INFANTE
3416		12/18/2008	OL	WDOYCUS - RELEASE OF INFO COVER LTR & AU	JAYCRIS INFANTE
3416		12/12/2008	CBR	PREVIOUSLY REPORTED DELINQUENT:NOW CURRENT	SYSTEM ID

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Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416		12/10/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416		12/05/2008	DM	EARLY IND: SCORE 004 MODEL EI16C	SYSTEM ID
3416	CSH	11/21/2008	NT	email-waived lc per request to due to issue having	JILL SLIFKA
3416	CSH	11/21/2008	NT	payment post to account. jills/4084	JILL SLIFKA
3416		11/20/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		11/20/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		11/20/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		11/20/2008	DMD	11/20/08 15:34:05 No Answer	DAVOX INCOMING FILE
3416		11/20/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		11/20/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		11/20/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		11/20/2008	DMD	11/20/08 10:50:38 Left Message	DAVOX INCOMING FILE
3416		11/20/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		11/19/2008	NT	CHECK NUMBER EBPP1 CHECK DATED 11/06/08 FOR	HEBER SIERRA
3416		11/19/2008	NT	1923.16 RETURNED-STOPPED PAYMENT	HEBER SIERRA
3416		11/14/2008	CBR	DELINQUENT: 30 DAYS	SYSTEM ID
3416	CSH	11/14/2008	NT	b1 ci re pmnt not drafted on the acct, adv showing	VENKAIAH MACHKURI
3416	CSH	11/14/2008	NT	in the acct nov has been pd, adv to allow time for	VENKAIAH MACHKURI
3416	CSH	11/14/2008	NT	pmnt to be debited //ruth b8978165	VENKAIAH MACHKURI
3416	COL	11/07/2008	NT	3p dianne/comerica bank w/ b1 ci re phone call adv	ABIGAIL LORILLA
3416	COL	11/07/2008	NT	that nothing about us calling borrower about acct	ABIGAIL LORILLA
3416	COL	11/07/2008	NT	status adv nov pmt already posted next due abigail	ABIGAIL LORILLA
3416	COL	11/07/2008	NT	I73798	ABIGAIL LORILLA
3416	CSH	11/07/2008	NT	email - Electronic Pmts called Comerica Bank	LISA KRUSE
3416	CSH	11/07/2008	NT	today; per Comerica's ACH Dept, customer does have	LISA KRUSE
3416	CSH	11/07/2008	NT	a stop on the account; customer must call Comerica	LISA KRUSE
3416	CSH	11/07/2008	NT	and speak to ACH Dept (not a teller) regarding	LISA KRUSE
3416	CSH	11/07/2008	NT	correcting this issue; needs to do soon or may	LISA KRUSE
3416	CSH	11/07/2008	NT	have last 2 pmts returned again. lisa d/5238	LISA KRUSE
3416	CSH	11/07/2008	NT	email - advised b1 will not know for appx 10 bus	LISA KRUSE
3416	CSH	11/07/2008	NT	days if 10/08 & 11/08 pmts are returned or remain	LISA KRUSE
3416	CSH	11/07/2008	NT	posted; waived 10/08 late fee and amended 10/08	LISA KRUSE
3416	CSH	11/07/2008	NT	credit, as customer did not place stops on pmts.	LISA KRUSE
3416	CSH	11/07/2008	NT	lisa d/5238	LISA KRUSE
3416		11/07/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID

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Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416		11/06/2008	DM	EARLY IND: SCORE 389 MODEL EI30C	SYSTEM ID
3416		11/06/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		11/06/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		11/06/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		11/06/2008	DMD	11/06/08 13:46:10 No Answer	DAVOX INCOMING FILE
3416		11/06/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		11/06/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		11/06/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		11/06/2008	DMD	11/06/08 09:16:36 No Answer	DAVOX INCOMING FILE
3416		11/06/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		11/06/2008	D19	CSH - NSF/REVERSAL LETTER (10160)	SYSTEM ID
3416	INQ30	11/06/2008	CIT	015 DONE 11/06/08 BY TLR 01439	MARIANNE REITER
3416	INQ30	11/06/2008	CIT	TSK TYP 165-LATE CHARGE/NSF	MARIANNE REITER
3416	INQ30	11/06/2008	CIT	015 clsng - orig ltr snt advsng stop pmt from bank	MARIANNE REITER
3416	INQ30	11/06/2008	CIT	originated with bank so needs to be discussed	MARIANNE REITER
3416	INQ30	11/06/2008	CIT	with them - we rcvd ltr from bank saying no	MARIANNE REITER
3416	INQ30	11/06/2008	CIT	stop pmt on acct- need ltr from bank saying	MARIANNE REITER
3416	INQ30	11/06/2008	CIT	their error and we'll amnd Oct08 and move	MARIANNE REITER
3416	INQ30	11/06/2008	CIT	\$34.xx lt chrg to a/p since alrdy pd -	MARIANNE REITER
3416	INQ30	11/06/2008	CIT	nxt due 10/08 & 11/08 now mr4606	MARIANNE REITER
3416	INQ30	11/06/2008	CIT	015 clsng - orig ltr snt advsng stop pmt from bank	MARIANNE REITER
3416	INQ30	11/06/2008	CIT	originated with bank so needs to be discussed	MARIANNE REITER
3416	INQ30	11/06/2008	CIT	with them - we rcvd ltr from bank saying no	MARIANNE REITER
3416	INQ30	11/06/2008	CIT	stop pmt on acct- need ltr from bank saying	MARIANNE REITER
3416	INQ30	11/06/2008	CIT	their error and we'll amnd Oct08 and move	MARIANNE REITER
3416	INQ30	11/06/2008	CIT	\$34.xx lt chrg to a/p since alrdy pd -	MARIANNE REITER
3416	INQ30	11/06/2008	CIT	nxt due 10/08 & 11/08 now mr4606	MARIANNE REITER
3416		11/05/2008	DM	EARLY IND: SCORE 030 MODEL EI16C	SYSTEM ID
3416		11/05/2008	NT	CHECK NUMBER EBPP2 CHECK DATED 10/28/08 FOR	HEBER SIERRA
3416		11/05/2008	NT	961.58 RETURNED-STOPPED PAYMENT	HEBER SIERRA
3416		11/05/2008	ET	10160 REVERSE REASON LETTERS 11/05	HEBER SIERRA
3416	CSH	11/05/2008	NT	email- adv b1 the most recent pmt dated 10/28/08	NELLIE MILLAN-HERNAN
3416	CSH	11/05/2008	NT	was returned again due to stop pmt, adv of other	NELLIE MILLAN-HERNAN
3416	CSH	11/05/2008	NT	pmt options as alternative, acct will be due for	NELLIE MILLAN-HERNAN
3416	CSH	11/05/2008	NT	oct and nov 2008 pmts girlier\73838	NELLIE MILLAN-HERNAN

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Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416	INQ30	11/03/2008	CIT	015 new cit 165 - corr rec	LEIGH FRAME
3416		10/29/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		10/29/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		10/29/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		10/29/2008	DMD	10/23/08 15:28:14 No Answer	DAVOX INCOMING FILE
3416		10/29/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		10/29/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		10/29/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		10/29/2008	DMD	10/23/08 08:19:13 No Answer	DAVOX INCOMING FILE
3416		10/29/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		10/29/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		10/29/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		10/29/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		10/29/2008	DMD	10/25/08 14:41:55 No Answer	DAVOX INCOMING FILE
3416		10/29/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		10/29/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		10/29/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		10/29/2008	DMD	10/25/08 09:44:32 No Answer	DAVOX INCOMING FILE
3416		10/29/2008	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416	CSH	10/29/2008	NT	email - advised b1 bank returned 10/7/08 pmt	LISA KRUSE
3416	CSH	10/29/2008	NT	w/reason code 'stop pmt.' if that is incorrect,	LISA KRUSE
3416	CSH	10/29/2008	NT	work w/bank as we do not determine that	LISA KRUSE
3416	CSH	10/29/2008	NT	information, it is submitted by bank. next due	LISA KRUSE
3416	CSH	10/29/2008	NT	11/08. lisa d/5238	LISA KRUSE
3416		10/29/2008	OL	WDOYCSH - PAY-BY-PHONE LETTER	API CSRV
3416	CSH	10/28/2008	NT	\$961.58	ARMANDO MASCOTT
3416	CSH	10/28/2008	NT	Transaction Confirmation Number: 2008102857316839	ARMANDO MASCOTT
3416	CSH	10/28/2008	NT	armando m/71621	ARMANDO MASCOTT
3416	CSH	10/28/2008	NT	email--avsd alrdy spke w/rep regrding oct pmt	SHARINA WILLIAMS
3416	CSH	10/28/2008	NT	confmed pmt retrnd due to stop pmt req sharina	SHARINA WILLIAMS
3416	CSH	10/28/2008	NT	w/4145	SHARINA WILLIAMS
3416		10/26/2008	DM	TT B1 VI ADV TAD INC LC, B1 STD THAT HE HAS HAD	TAMMIE JOHNSON
3416		10/26/2008	DM	PROPB WITH COMPANY, ADV THAT PMT WAS STOPPED FOR	TAMMIE JOHNSON
3416		10/26/2008	DM	SEPT AND RETURNED. B1 ADV THAT HE DID NOT STOP PMT	TAMMIE JOHNSON
3416		10/26/2008	DM	AND THAT HE DOES NOT UNDERSTAND WHY HIS CHKS KEEP	TAMMIE JOHNSON

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Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416		10/26/2008	DM	RETURNING ADV TO GATHER NFO TO FAX IN A SPK WITH	TAMMIE JOHNSON
3416		10/26/2008	DM	BNK AND CUS CARE TOGETHER.	TAMMIE JOHNSON
3416		10/26/2008	DM	ACTION/RESULT CD CHANGED FROM BRSS TO BRUN	TAMMIE JOHNSON
3416		10/21/2008	D19	CSH - NSF/REVERSAL LETTER (10160)	SYSTEM ID
3416		10/18/2008	NT	CHECK DATED 10/07/08 FOR 961.58	HEBER SIERRA
3416		10/18/2008	NT	RETURNED-STOPPED PAYMENT	HEBER SIERRA
3416		10/18/2008	ET	10160 REVERSE REASON LETTERS 10/18	HEBER SIERRA
3416	CSH	10/16/2008	NT	email- reinstated paper mas. kaylynh7553	KAYLYN HUNT
3416		10/08/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416		10/07/2008	DM	EARLY IND: SCORE 067 MODEL EI16C	SYSTEM ID
3416		09/16/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416		09/15/2008	DM	PROMISE KEPT 09/15/08 PROMISE DT 09/20/08	SYSTEM ID
3416	CSH	09/10/2008	NT	b1 ci re ach adv options send ach adv tat ver m/a	LIZA MUNGCAL
3416	CSH	09/10/2008	NT	asked where to mail pmt adv AZ add ,//nowilyn	LIZA MUNGCAL
3416	CSH	09/10/2008	NT	c73702	LIZA MUNGCAL
3416		09/10/2008	DM	B1 CI WILL MAIL PMT ADV GRC PERIOD ,//NOWILYNC	LIZA MUNGCAL
3416		09/10/2008	DM	73702	LIZA MUNGCAL
3416		09/10/2008	DM	DFLT REASON 1 CHANGED TO: OTHER	LIZA MUNGCAL
3416		09/10/2008	DM	ACTION/RESULT CD CHANGED FROM OAPC TO BRSS	LIZA MUNGCAL
3416	INQ	09/10/2008	NT	Letter mailed to customer.	LIZA MUNGCAL
3416	INQ	09/10/2008	NT	Letter: 2:30	LIZA MUNGCAL
3416		09/10/2008	OL	WDOYCUS - ACH REQUEST	LIZA MUNGCAL
3416	PRD	09/10/2008	NT	b1 ci re refi xfrd to DL dept edgars73871	EDGARDO SARMIENTO
3416	PRD	09/10/2008	NT	b1 ci asking if he csan refi the loan with a	MARVIN CACHO
3416	PRD	09/10/2008	NT	lower interest rate. adv to be xferd to dl dept.	MARVIN CACHO
3416	PRD	09/10/2008	NT	adv of the # to ci. xferd to dl dept /marvin c	MARVIN CACHO
3416	PRD	09/10/2008	NT	73607	MARVIN CACHO
3416		09/05/2008	DM	EARLY IND: SCORE 067 MODEL EI16C	SYSTEM ID
3416		08/12/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416		08/05/2008	DM	EARLY IND: SCORE 067 MODEL EI16C	SYSTEM ID
3416		07/14/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416		07/07/2008	DM	EARLY IND: SCORE 067 MODEL EI16C	SYSTEM ID
3416		06/13/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416	CSH	06/06/2008	NT	b1 cldd inqd about if we accept paypal for pymt	DUKE PLUMLEY
3416	CSH	06/06/2008	NT	advsd that we do not. Checking/Saving for pbp.	DUKE PLUMLEY

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Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416	CSH	06/06/2008	NT	Also advsd website, wire, and mailing pymt. Inqd	DUKE PLUMLEY
3416	CSH	06/06/2008	NT	about pymt amt. advsd 961.58. Also inqd about if	DUKE PLUMLEY
3416	CSH	06/06/2008	NT	he could still pay his shrtge advsd yes.	DUKE PLUMLEY
3416	CSH	06/06/2008	NT	dukep8350	DUKE PLUMLEY
3416		06/05/2008	DM	EARLY IND: SCORE 010 MODEL EI16C	SYSTEM ID
3416		05/08/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416		05/06/2008	DM	EARLY IND: SCORE 010 MODEL EI16C	SYSTEM ID
3416		04/14/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416		04/07/2008	DM	EARLY IND: SCORE 008 MODEL EI16C	SYSTEM ID
3416		03/11/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416		03/05/2008	DM	EARLY IND: SCORE 010 MODEL EI16C	SYSTEM ID
3416		02/13/2008	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416	REQ	02/08/2008	NT	b1 cll to ask to waive a fee of late charge cause	ALEJANDRO ESPEJO
3416	REQ	02/08/2008	NT	mail problems adv i waived fee alex e /7116	ALEJANDRO ESPEJO
3416		02/05/2008	DM	EARLY IND: SCORE 066 MODEL EI16C	SYSTEM ID
3416		01/22/2008	D28	FORCED BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416	CSH	01/10/2008	NT	b1 calling re ach set up & mailing addrs for pmnt	DUSTIN SULLIVAN
3416	CSH	01/10/2008	NT	DustinS/4096	DUSTIN SULLIVAN
3416	INQ	01/10/2008	NT	Letter mailed to customer.	DUSTIN SULLIVAN
3416	INQ	01/10/2008	NT	Letter: 2:30	DUSTIN SULLIVAN
3416		01/10/2008	OL	WDOYCUS - ACH REQUEST	DUSTIN SULLIVAN
3416		01/07/2008	DM	EARLY IND: SCORE 026 MODEL EI16C	SYSTEM ID
3416		12/17/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416		12/14/2007	CBR	PREVIOUSLY REPORTED DELINQUENT:NOW CURRENT	SYSTEM ID
3416		12/06/2007	DM	TT B1, V/I..SD THAT HAVENT RCV THE BILL FOR DEC	RAMON DIAZ
3416		12/06/2007	DM	AND WILL MKE THE DEC DUE BEFORE 12/15, ADV HOW IS	RAMON DIAZ
3416		12/06/2007	DM	HE GOING TO MKE THE PMT FOR DEC DUE FOR AMT OF	RAMON DIAZ
3416		12/06/2007	DM	874.78, REFUSE TO TELL TO REP HOW TO MKE THE PMT,	RAMON DIAZ
3416		12/06/2007	DM	RMND ABT CC,CL.	RAMON DIAZ
3416		12/06/2007	DM	ACTION/RESULT CD CHANGED FROM BRSS TO BRUN	RAMON DIAZ
3416		12/05/2007	DM	EARLY IND: SCORE 026 MODEL EI16C	SYSTEM ID
3416		12/03/2007	D19	CSH - NSF/REVERSAL LETTER (10160)	SYSTEM ID
3416		11/30/2007	NT	CHECK DATED 11/26/07 FOR 847.78	HEBER SIERRA
3416		11/30/2007	NT	RETURNED-STOPPED PAYMENT	HEBER SIERRA
3416		11/30/2007	ET	10160 REVERSE REASON LETTERS 11/30	HEBER SIERRA

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Date Data as-of:

Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416		11/26/2007	DM	PROMISE KEPT 11/26/07 PROMISE DT 11/30/07	SYSTEM ID
3416		11/26/2007	DM	PROMISE KEPT 11/26/07 PROMISE DT 11/30/07	SYSTEM ID
3416		11/21/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		11/21/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		11/21/2007	DMD	11/21/07 10:03:23 SUCCESSFUL	DAVOX INCOMING FILE
3416		11/21/2007	DM	B1 VERIFIED ALL/LIVING AT PROPERTY/HE IS MAILING	RENE WILLIAMS
3416		11/21/2007	DM	THE PAYMENT IN TODAY/HAD A STOP PAYMENT ON A CK	RENE WILLIAMS
3416		11/21/2007	DM	THAT CAME BACK/SAID HE HAS HAD NOTHING BUT TROUBLE	RENE WILLIAMS
3416		11/21/2007	DM	WITH US SINCE WE TOOK OVER HIS LOAN	RENE WILLIAMS
3416		11/21/2007	DM	ACTION/RESULT CD CHANGED FROM BRSS TO BRSS	RENE WILLIAMS
3416	CSH	11/15/2007	NT	b1 rec a letter stating that oct is still unpd,	DIANA CARPELA
3416	CSH	11/15/2007	NT	told him oct is already pd pmt posted on 11/13/07	DIANA CARPELA
3416	CSH	11/15/2007	NT	for \$847.78, nov is not yet pd, cus sd he mailed	DIANA CARPELA
3416	CSH	11/15/2007	NT	pmt for nov but informed him its still unpd,dianac	DIANA CARPELA
3416	CSH	11/15/2007	NT	73882	DIANA CARPELA
3416		11/14/2007	DM	EARLY IND: SCORE 026 MODEL EI16C	SYSTEM ID
3416		11/14/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416	INQ95	11/13/2007	CIT	014 DONE 11/13/07 BY TLR 13740	TRINIDAD CUNETA
3416	INQ95	11/13/2007	CIT	TSK TYP 251-RUSH COACHLINE	TRINIDAD CUNETA
3416	INQ95	11/13/2007	CIT	014 CLOSING CIT 251: As per agreed with b1, lc	TRINIDAD CUNETA
3416	INQ95	11/13/2007	CIT	waived for \$34.41 and oct credit	TRINIDAD CUNETA
3416	INQ95	11/13/2007	CIT	amended../trinidadc 7167044	TRINIDAD CUNETA
3416		11/13/2007	OL	WDOYCREDIT AMEND LTR FROM CR AMEND SCRIP	TRINIDAD CUNETA
3416	INQ	11/13/2007	NT	Via script, credit amend completed for GMAC ERROR	TRINIDAD CUNETA
3416	INQ	11/13/2007	NT	Year:2007 Month:10 Days:28	TRINIDAD CUNETA
3416		11/12/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		11/12/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		11/12/2007	DMD	11/12/07 13:42:16 NO ANS	DAVOX INCOMING FILE
3416		11/12/2007	D19	DEF - OPTIONS TO AVOID FORECLOSURE	SYSTEM ID
3416		11/09/2007	CBR	DELINQUENT: 30 DAYS	SYSTEM ID
3416		11/08/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		11/08/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		11/08/2007	DMD	11/08/07 13:11:50 NO ANS	DAVOX INCOMING FILE
3416	INQ95	11/08/2007	CIT	014 new cit 251: will monitor until oct pmt is	TRINIDAD CUNETA
3416	INQ95	11/08/2007	CIT	posted and will waive oct lc and amend	TRINIDAD CUNETA

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3416	INQ95	11/08/2007	CIT	credit../trinidadc 7167044	TRINIDAD CUNETA
3416	INQ95	11/08/2007	CIT	013 DONE 11/08/07 BY TLR 13740	TRINIDAD CUNETA
3416	INQ95	11/08/2007	CIT	TSK TYP 251-RUSH COACHLINE	TRINIDAD CUNETA
3416	INQ95	11/08/2007	CIT	013 closing cit 251: will re-open //trinidadc	TRINIDAD CUNETA
3416	INQ95	11/08/2007	CIT	7167044	TRINIDAD CUNETA
3416		11/07/2007	DM	EARLY IND: SCORE 393 MODEL EI30C	SYSTEM ID
3416		11/07/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		11/07/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		11/07/2007	DMD	11/07/07 12:49:40 INCOMPLETE	DAVOX INCOMING FILE
3416		11/07/2007	D19	CSH - NSF/REVERSAL LETTER (10160)	SYSTEM ID
3416		11/06/2007	DM	EARLY IND: SCORE 026 MODEL EI16C	SYSTEM ID
3416		11/06/2007	NT	CHECK DATED 10/30/07 FOR 847.78	CINTHYA QUIXTAN
3416		11/06/2007	NT	RETURNED-STOPPED PAYMENT	CINTHYA QUIXTAN
3416		11/06/2007	ET	10160 REVERSE REASON LETTERS 11/06	CINTHYA QUIXTAN
3416		10/31/2007	OL	WDOYCSH - PAY-BY-PHONE LETTER	SCRIPT-JEN ETRINGER
3416		10/30/2007	DM	PROMISE KEPT 10/30/07 PROMISE DT 10/31/07	SYSTEM ID
3416	INQ95	10/30/2007	CIT	010 DONE 10/30/07 BY TLR 08082	MYRA MUNOZ
3416	INQ95	10/30/2007	CIT	TSK TYP 253-TEAM LEAD ONLY:	MYRA MUNOZ
3416	INQ95	10/30/2007	CIT	010 closing cit 253 as already handled by prev	MYRA MUNOZ
3416	INQ95	10/30/2007	CIT	sup. myra m 73687	MYRA MUNOZ
3416	INQ95	10/30/2007	CIT	013 new cit 251: will monitor until oct pmt is	TRINIDAD CUNETA
3416	INQ95	10/30/2007	CIT	posted and will waive oct lc and amend	TRINIDAD CUNETA
3416	INQ95	10/30/2007	CIT	credit../trinidadc 7167044	TRINIDAD CUNETA
3416	INQ95	10/30/2007	CIT	012 DONE 10/30/07 BY TLR 13740	TRINIDAD CUNETA
3416	INQ95	10/30/2007	CIT	TSK TYP 251-RUSH COACHLINE	TRINIDAD CUNETA
3416	INQ95	10/30/2007	CIT	012 closing cit 251: 1:30p/cst cb mohamed/comerica	TRINIDAD CUNETA
3416	INQ95	10/30/2007	CIT	@248-280-1121 with b1. confirmed with mohamed	TRINIDAD CUNETA
3416	INQ95	10/30/2007	CIT	that chk#8791 dated oct was on a stop pmt.	TRINIDAD CUNETA
3416	INQ95	10/30/2007	CIT	advd that pbp was also not cashed bec of stop	TRINIDAD CUNETA
3416	INQ95	10/30/2007	CIT	pmt order. 3p mohamed adv that there has no	TRINIDAD CUNETA
3416	INQ95	10/30/2007	CIT	draft made on the acct..processed	TRINIDAD CUNETA
3416	INQ95	10/30/2007	CIT	pbp 2007103041614554 \$847.78 //trinidadc	TRINIDAD CUNETA
3416	INQ95	10/30/2007	CIT	7167044	TRINIDAD CUNETA
3416	INQ95	10/30/2007	CIT	011 DONE 10/30/07 BY TLR 13740	TRINIDAD CUNETA
3416	INQ95	10/30/2007	CIT	TSK TYP 250-TEAM LEAD ONLY:	TRINIDAD CUNETA

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Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416		10/29/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		10/29/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		10/29/2007	DMD	10/29/07 10:43:10 PAR3 CONNECT	DAVOX INCOMING FILE
3416		10/29/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		10/29/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		10/29/2007	DMD	10/27/07 10:50:13 MSG TO VOICE	DAVOX INCOMING FILE
3416		10/29/2007	DM	WILL CONF CALL B1 & BANK TO FIND OUT WHICH CHECK	TRINIDAD CUNETA
3416		10/29/2007	DM	WAS STOPPED AS IT LOOKS LIKE IT WAS CHK#8795 THRU	TRINIDAD CUNETA
3416		10/29/2007	DM	PBP INSTEAD OF MISSING	TRINIDAD CUNETA
3416		10/29/2007	DM	CHK#8791...//TRINIDADC7167044	TRINIDAD CUNETA
3416		10/29/2007	DM	DFLT REASON 2 CHANGED TO: PAYMENT DISPUTE	TRINIDAD CUNETA
3416		10/29/2007	DM	ACTION/RESULT CD CHANGED FROM OAAI TO BRSS	TRINIDAD CUNETA
3416	INQ95	10/29/2007	CIT	012 new cit 251: will call Mohammed/Comerica	TRINIDAD CUNETA
3416	INQ95	10/29/2007	CIT	248-280-1121 with b1 @248-280-2715 to verify	TRINIDAD CUNETA
3416	INQ95	10/29/2007	CIT	chk# that was stopped and will ask for	TRINIDAD CUNETA
3416	INQ95	10/29/2007	CIT	replacement pmt for oct. //trinidadc 7167044	TRINIDAD CUNETA
3416	INQ95	10/29/2007	CIT	011 closing cit 250: b1 advd that he made a	TRINIDAD CUNETA
3416	INQ95	10/29/2007	CIT	stopped pmt on missing chk#8791 dated oct 4	TRINIDAD CUNETA
3416	INQ95	10/29/2007	CIT	and replaced it with chk#8795 thru pbp. advd	TRINIDAD CUNETA
3416	INQ95	10/29/2007	CIT	that it looks like that chk#8795 was stopped	TRINIDAD CUNETA
3416	INQ95	10/29/2007	CIT	dated oct 17 and not the missing check. advd	TRINIDAD CUNETA
3416	INQ95	10/29/2007	CIT	will call the bank Mohammed/Comerica	TRINIDAD CUNETA
3416	INQ95	10/29/2007	CIT	248-280-1121 tomorrow with him to verify this	TRINIDAD CUNETA
3416	INQ95	10/29/2007	CIT	info. //trinidadc 7167044	TRINIDAD CUNETA
3416	INQ75	10/29/2007	CIT	011 new cit 250. b1 ci want a sup coz he called	ELENO CRUZ
3416	INQ75	10/29/2007	CIT	many times but nobody can assist him dont want	ELENO CRUZ
3416	INQ75	10/29/2007	CIT	to giv the concern anymore. eleno c 73833	ELENO CRUZ
3416	INQ75	10/29/2007	CIT	010 new cit 253 b1 ci re the check that was	ERIANNE FERRER
3416	INQ75	10/29/2007	CIT	returned cus he put a stop pmt on it as per	ERIANNE FERRER
3416	INQ75	10/29/2007	CIT	adv bythe prev rep that he talked to, and took	ERIANNE FERRER
3416	INQ75	10/29/2007	CIT	the pmt last 10/17, was advising the the check	ERIANNE FERRER
3416	INQ75	10/29/2007	CIT	that was returned was last sept and the pmt	ERIANNE FERRER
3416	INQ75	10/29/2007	CIT	that was processes was for oct as he said	ERIANNE FERRER
3416	INQ75	10/29/2007	CIT	10/17., line get disconnected, eriannef 73670	ERIANNE FERRER
3416		10/29/2007	DM	CONTINUED/HE PUT A STOP PMT ON THE CK THAT WAS	DIANA CLARK

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Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416		10/29/2007	DM	RECD ON 10/4. ADV DON'T SEE PMT RECD IN OCT BUT	DIANA CLARK
3416		10/29/2007	DM	THE PBP THAT WAS DONE ON 10/17. HE KEPT STATING	DIANA CLARK
3416		10/29/2007	DM	THIS IS OUR ERROR. SUGG HE GO BK TO THE BANK TO	DIANA CLARK
3416		10/29/2007	DM	FIND OUT WHY THEY STOPPED THE PBP. IT IS BETWEEN	DIANA CLARK
3416		10/29/2007	DM	HIM & THE BANK. ADV OWING FOR OCT PMT. WL CL BK.	DIANA CLARK
3416		10/29/2007	DM	ACTION/RESULT CD CHANGED FROM BRUN TO OAAI	DIANA CLARK
3416		10/29/2007	DM	MR/ROLAND CLD-HE V/I. LIVES IN HSE. HE ASKED WHY	DIANA CLARK
3416		10/29/2007	DM	HE RECD ANOTHER CALL FRM US. HE SHLD BE CURRENT.	DIANA CLARK
3416		10/29/2007	DM	ADV WAS CURRENT ON 10/17 WHEN OCT PMT WAS APPLIED.	DIANA CLARK
3416		10/29/2007	DM	THEN PMT CAME BACK AS A STOP PMT ON FUNDS SO WAS	DIANA CLARK
3416		10/29/2007	DM	REVERSED OFF HIS ACCT & STILL OWING FOR OCT PMT.	DIANA CLARK
3416		10/29/2007	DM	HE SD THIS IS WRONG. THAT IS NOT THE 1 HE STOPPED.	DIANA CLARK
3416		10/29/2007	DM	DFLT REASON 1 CHANGED TO: PAYMENT DISPUTE	DIANA CLARK
3416		10/29/2007	DM	ACTION/RESULT CD CHANGED FROM BRSS TO BRUN	DIANA CLARK
3416		10/26/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		10/26/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		10/26/2007	DMD	10/26/07 12:32:16 PAR3 CONNECT	DAVOX INCOMING FILE
3416		10/25/2007	D19	CSH - NSF/REVERSAL LETTER (10160)	SYSTEM ID
3416		10/24/2007	NT	CHECK DATED 10/17/07 FOR 847.78	HEBER SIERRA
3416		10/24/2007	NT	RETURNED-STOPPED PAYMENT	HEBER SIERRA
3416		10/24/2007	ET	10160 REVERSE REASON LETTERS 10/24	HEBER SIERRA
3416		10/18/2007	OL	WDOYCSH - PAY-BY-PHONE LETTER	SCRIPT-JEN ETRINGER
3416		10/18/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416	CSH	10/17/2007	NT	B1 ci to pbp, 2007101741206320. Alex g/77587	ALEJANDRO GONZALEZ
3416	INQ	10/16/2007	NT	b1 ci cant verify acct info don e 73844	DON ANTHONY EUSEBIO
3416	OPT	10/16/2007	NT	b1 ci for inqs on an opt. andrea b 77562	ANDREA BERMEJO
3416		10/05/2007	DM	EARLY IND: SCORE 004 MODEL EI16C	SYSTEM ID
3416	DM	10/04/2007	NT	FHLMC EDR 09/28/07- 20 9/10/2007	KIM FERGUSON
3416	CSH	09/18/2007	NT	b1 ci reg lc, adv for june & july, req to be	ELAINE DELA CUESTA
3416	CSH	09/18/2007	NT	waived, done for one time courtesy. elainedc73632	ELAINE DELA CUESTA
3416	DM	09/14/2007	NT	FHLMC EDR 09/13/07- 20 9/10/2007	KIM FERGUSON
3416		09/11/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416		09/05/2007	DM	EARLY IND: SCORE 004 MODEL EI16C	SYSTEM ID
3416		08/10/2007	CBR	PREVIOUSLY REPORTED DELINQUENT:NOW CURRENT	SYSTEM ID
3416		08/10/2007	CBR	CHANGE IN PRIMARY BORROWERS ADDR	SYSTEM ID

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Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416	OCC	08/08/2007	NT	Updated occupancy due to address change	NANCY PENCA-SCRIPT I
3416		08/08/2007	D28	MANUAL BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416		08/07/2007	DM	EARLY IND: SCORE 004 MODEL EI16C	SYSTEM ID
3416	INQ	08/07/2007	NT	adv b1 nommas mailing add. vincenta73787	VINCENT AZARCON
3416	INQ	08/07/2007	NT	b1 ci ask to receive mas evry month adv account is	VINCENT AZARCON
3416	INQ	08/07/2007	NT	enrolled on monthly billing. vincent a73787	VINCENT AZARCON
3416	INQ20	07/27/2007	CIT	009 DONE 07/27/07 BY TLR 01443	LATONYA ROBERTSON
3416	INQ20	07/27/2007	CIT	TSK TYP 103-DOCUMENT REQUES	LATONYA ROBERTSON
3416	INQ20	07/27/2007	CIT	009 mailed anlys	LATONYA ROBERTSON
3416	INQ20	07/27/2007	CIT	thnxs lr 4073	LATONYA ROBERTSON
3416		07/27/2007	OL	WDOYCUS - GENERAL INQUIRY INFO ENCLOSED	LATONYA ROBERTSON
3416		07/20/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		07/20/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		07/20/2007	DMD	07/20/07 09:24:23 MSG TO VOICE	DAVOX INCOMING FILE
3416	INQ	07/19/2007	NT	b1 ci inq about acct being del adv	MYDELE MAGBITANG
3416	INQ	07/19/2007	NT	pmt changed effective 06/01 as of esan and pmt	MYDELE MAGBITANG
3416	INQ	07/19/2007	NT	for june was not posted as a full pmt until	MYDELE MAGBITANG
3416	INQ	07/19/2007	NT	july pmt was rcvd and correspondence every	MYDELE MAGBITANG
3416	INQ	07/19/2007	NT	time i've explained to him every info but	MYDELE MAGBITANG
3416	INQ	07/19/2007	NT	still looked for a sup bec he claims that it	MYDELE MAGBITANG
3416	INQ	07/19/2007	NT	is harsh to send in fcl letrs \\mydele m73724	MYDELE MAGBITANG
3416	INQ75	07/19/2007	CIT	009 new cit 103 pls send latest esan to his	MYDELE MAGBITANG
3416	INQ75	07/19/2007	CIT	mailing add.trn\\mydele m73724	MYDELE MAGBITANG
3416		07/17/2007	DM	EARLY IND: SCORE 006 MODEL EI16C	SYSTEM ID
3416		07/17/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416		07/13/2007	CBR	DELINQUENT: 30 DAYS	SYSTEM ID
3416		07/12/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		07/12/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		07/12/2007	DMD	07/12/07 14:12:44 HANGUP IN Q	DAVOX INCOMING FILE
3416		07/12/2007	D19	DEF - OPTIONS TO AVOID FORECLOSURE	SYSTEM ID
3416	DM	07/05/2007	NT	FHLMC EDR 06/29/07-No codes reported	KIM FERGUSON
3416		07/03/2007	DM	EARLY IND: SCORE 393 MODEL EI30C	SYSTEM ID
3416		07/03/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		07/03/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		07/03/2007	DMD	07/03/07 08:28:14 NO ANS	DAVOX INCOMING FILE

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Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416		06/27/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		06/27/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		06/27/2007	DMD	06/27/07 09:44:29 MSG TO VOICE	DAVOX INCOMING FILE
3416		06/25/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		06/25/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		06/25/2007	DMD	06/25/07 14:43:47 NO ANS	DAVOX INCOMING FILE
3416		06/20/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416		06/05/2007	DM	EARLY IND: SCORE 067 MODEL EI16C	SYSTEM ID
3416		05/14/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416		05/07/2007	DM	EARLY IND: SCORE 067 MODEL EI16C	SYSTEM ID
3416	DM	05/01/2007	NT	FHLMC EDR 04/30/07- 20 3/15/2007	KIM FERGUSON
3416		04/11/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416		04/10/2007	DM	PROMISE KEPT 04/10/07 PROMISE DT 04/15/07	SYSTEM ID
3416	CSH	04/06/2007	NT	jendrie/mtg accel prog dept with b1 ci to ver acct	BERNADETTE OLAVE
3416	CSH	04/06/2007	NT	info to setup paymap. adv accordingly./	BERNADETTE OLAVE
3416	CSH	04/06/2007	NT	BeRnAdEtTe O 73611	BERNADETTE OLAVE
3416	CSH	04/06/2007	NT	b1 ci wants to set up biweekly pmts.xfer to	KAREN MATEO
3416	CSH	04/06/2007	NT	paymap.karenm83222	KAREN MATEO
3416		04/06/2007	DM	B1 CI TO INFORM US THAT HE DIDN'T RCVD THE	KAREN MATEO
3416		04/06/2007	DM	STMT.WILL USE OLD STATEMENT.GIVE THE	KAREN MATEO
3416		04/06/2007	DM	PMT AMT.KARENM83222	KAREN MATEO
3416		04/06/2007	DM	ACTION/RESULT CD CHANGED FROM BRSS TO BRSS	KAREN MATEO
3416		04/05/2007	DM	EARLY IND: SCORE 067 MODEL EI16C	SYSTEM ID
3416	DM	04/04/2007	NT	FHLMC EDR 03/30/07- 20 3/15/2007	KIM FERGUSON
3416	DM	03/21/2007	NT	FHLMC EDR 03/14/07- 20 1/30/2007	KIM FERGUSON
3416		03/16/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416		03/06/2007	DM	EARLY IND: SCORE 008 MODEL EI16C	SYSTEM ID
3416	EOY50	02/21/2007	CIT	005 DONE 02/21/07 BY TLR 01371	SHEILA JESSEN
3416	EOY50	02/21/2007	CIT	TSK TYP 193-CORRECTED YEAR	SHEILA JESSEN
3416	EOY50	02/21/2007	CIT	005 closing cti 193-corr 1098 to include 12/1 pmt,	SHEILA JESSEN
3416	EOY50	02/21/2007	CIT	adj 2007 int -488.76. sheila j 4154	SHEILA JESSEN
3416	INQ90	02/12/2007	CIT	008 DONE 02/12/07 BY TLR 08289	CARRIE TARPY
3416	INQ90	02/12/2007	CIT	TSK TYP 250-TEAM LEAD ONLY:	CARRIE TARPY
3416	INQ90	02/12/2007	CIT	008 closing cit 250- lft 2nd msg for b1 @ home #	CARRIE TARPY
3416	INQ90	02/12/2007	CIT	on system @9:36am cst to call me bk at	CARRIE TARPY

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Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416	INQ90	02/12/2007	CIT	800-766-4622 opt 5 ext 54534. carrie t54534	CARRIE TARPY
3416		02/09/2007	CBR	CR BUR RPT STATUS=N;EXPIRE DT = 02/26/07	SYSTEM ID
3416	INQ90	02/09/2007	CIT	008 fyi cit 250 c/b cust at home # 6:30pm cst,	DARRYL DORSEY
3416	INQ90	02/09/2007	CIT	left message with 800-766-4622 ext 54534,	DARRYL DORSEY
3416	INQ90	02/09/2007	CIT	scottw 4244	DARRYL DORSEY
3416	INQ20	02/09/2007	CIT	001 DONE 02/09/07 BY TLR 01291	GEORGE CORSON
3416	INQ20	02/09/2007	CIT	TSK TYP 110-HISTORY REQUEST	GEORGE CORSON
3416	INQ20	02/09/2007	CIT	001 closing cit 110 mailed gmac and prev serv hsty	GEORGE CORSON
3416	INQ20	02/09/2007	CIT	george c 4139	GEORGE CORSON
3416		02/09/2007	OL	WDOYCUS - COPY OF HISTORY ENCLOSED	GEORGE CORSON
3416	INQ95	02/09/2007	CIT	008 cont'd...since acct is curr. adv next pmt due.	MARVIN ALCANTARA
3416	INQ95	02/09/2007	CIT	pls do call b1 @ hm ph #. thanks! marvin	MARVIN ALCANTARA
3416	INQ95	02/09/2007	CIT	a./83165	MARVIN ALCANTARA
3416	INQ95	02/09/2007	CIT	008 new cit 250-for manager call back. cust upset	MARVIN ALCANTARA
3416	INQ95	02/09/2007	CIT	abt the fact that a prev sup promised a pmt to	MARVIN ALCANTARA
3416	INQ95	02/09/2007	CIT	be skipped for feb and chcks will be appld for	MARVIN ALCANTARA
3416	INQ95	02/09/2007	CIT	01/07 and 03/07 due. apologized to b1 abt	MARVIN ALCANTARA
3416	INQ95	02/09/2007	CIT	misinformation and adv that pmt will be	MARVIN ALCANTARA
3416	INQ95	02/09/2007	CIT	automatically appld to what month is due. b1	MARVIN ALCANTARA
3416	INQ95	02/09/2007	CIT	also upset abt recvng fcl ltr when his ln is	MARVIN ALCANTARA
3416	INQ95	02/09/2007	CIT	curr. apologized and adv to disregard ltr...	MARVIN ALCANTARA
3416	INQ95	02/09/2007	CIT	007 DONE 02/09/07 BY TLR 14861	MARVIN ALCANTARA
3416	INQ95	02/09/2007	CIT	TSK TYP 250-TEAM LEAD ONLY:	MARVIN ALCANTARA
3416	INQ95	02/09/2007	CIT	007 closing cit 250-adv b1 that his 2 chcks for	MARVIN ALCANTARA
3416	INQ95	02/09/2007	CIT	his pmt was appld to 01/07 and 02/07 pmt due.	MARVIN ALCANTARA
3416	INQ95	02/09/2007	CIT	skipping pmt for a month would not be possible	MARVIN ALCANTARA
3416	INQ95	02/09/2007	CIT	since chcks will automatically be appld to	MARVIN ALCANTARA
3416	INQ95	02/09/2007	CIT	what month was due. cust said a sup promised	MARVIN ALCANTARA
3416	INQ95	02/09/2007	CIT	that feb pmt will be skipped and the other	MARVIN ALCANTARA
3416	INQ95	02/09/2007	CIT	chck will be appld to march. cust req'd for	MARVIN ALCANTARA
3416	INQ95	02/09/2007	CIT	manager call back. marvin a./83165	MARVIN ALCANTARA
3416	INQ75	02/09/2007	CIT	007 new cit 250 b1 ci re pmt sd the pmt that has	JAMES WILLIAMS
3416	INQ75	02/09/2007	CIT	been taken from his acct and misapplied	JAMES WILLIAMS
3416	INQ75	02/09/2007	CIT	incorrect should be corrected adv that it has	JAMES WILLIAMS
3416	INQ75	02/09/2007	CIT	been corrected,also wants pmt for feb should	JAMES WILLIAMS

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Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416	INQ75	02/09/2007	CIT	be applied as march,req for sup//maryjane	JAMES WILLIAMS
3416	INQ75	02/09/2007	CIT	f73721/	JAMES WILLIAMS
3416	CSH	02/05/2007	NT	b1 ci re pmt should not be taken automatically	JAMES WILLIAMS
3416	CSH	02/05/2007	NT	from his acct,adv that he is not enrolled to any	JAMES WILLIAMS
3416	CSH	02/05/2007	NT	pmt prog with us,and we will not withdraw money to	JAMES WILLIAMS
3416	CSH	02/05/2007	NT	his acct without his consent,also wants to rcvd	JAMES WILLIAMS
3416	CSH	02/05/2007	NT	monthly bill,adv we are sending it//maryjane	JAMES WILLIAMS
3416	CSH	02/05/2007	NT	f73721/	JAMES WILLIAMS
3416		02/02/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416	INQ	02/01/2007	NT	Letter mailed to customer.	ELIZABETH KARSTEN
3416	INQ	02/01/2007	NT	Letter: 2:31	ELIZABETH KARSTEN
3416		02/01/2007	OL	WDOYCUS - PRINCIPAL BALANCE	ELIZABETH KARSTEN
3416	INQ10	02/01/2007	CIT	006 DONE 02/01/07 BY TLR 01379	ELIZABETH KARSTEN
3416	INQ10	02/01/2007	CIT	TSK TYP 187-ORIGINAL LETTER	ELIZABETH KARSTEN
3416	INQ10	02/01/2007	CIT	006 close cit 187, mld prin bal ltr to cust vfyd	ELIZABETH KARSTEN
3416	INQ10	02/01/2007	CIT	prin bal, int rate & nxt due 3/1/07.	ELIZABETH KARSTEN
3416	INQ10	02/01/2007	CIT	elizabethk x5349	ELIZABETH KARSTEN
3416		02/01/2007	OL	WDOYCUS - PRINCIPAL BALANCE	ELIZABETH KARSTEN
3416	INQ90	01/31/2007	CIT	006 Open CIT 187 to request an original letter	DORINE SCHIBNER
3416	INQ90	01/31/2007	CIT	please send acct is current ltr but include	DORINE SCHIBNER
3416	INQ90	01/31/2007	CIT	the words "through February" thanks	DORINE SCHIBNER
3416	INQ10	01/31/2007	CIT	003 DONE 01/31/07 BY TLR 01230	TAMMY GIBSON
3416	INQ10	01/31/2007	CIT	TSK TYP 187-ORIGINAL LETTER	TAMMY GIBSON
3416	INQ10	01/31/2007	CIT	003 closing cit #187--sent apology letter for	TAMMY GIBSON
3416	INQ10	01/31/2007	CIT	misapplication of 12/1/06 pmt. tg 4661	TAMMY GIBSON
3416	INQ95	01/30/2007	CIT	004 DONE 01/30/07 BY TLR 04804	ROBERT JOHNSON
3416	INQ95	01/30/2007	CIT	TSK TYP 250-TEAM LEAD ONLY:	ROBERT JOHNSON
3416	INQ95	01/30/2007	CIT	004 closing cit 250..4:20pm/ct call handled by	ROBERT JOHNSON
3416	INQ95	01/30/2007	CIT	previous rep../janeese t 73563	ROBERT JOHNSON
3416	CSH15	01/30/2007	CIT	005 open new cit 193, pls send corrected 1098	SHELDON SALMON
3416	CSH15	01/30/2007	CIT	002 DONE 01/30/07 BY TLR 15448	SHELDON SALMON
3416	CSH15	01/30/2007	CIT	TSK TYP 649-PMT URGENT CORR	SHELDON SALMON
3416		01/30/2007	NT	1236.62 REVERSED-MISAPPLIED	SHELDON SALMON
3416		01/30/2007	NT	1695.56 REVERSED-MISAPPLIED	SHELDON SALMON
3416	CSH	01/30/2007	NT	b1 ci re pmt with 3p mohammed of comerica bank ci	MARISSA SUAREZ

Loan History

Date Data as-of:

Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416	CSH	01/30/2007	NT	re express refund adv allow more time since work	MARISSA SUAREZ
3416	CSH	01/30/2007	NT	order already open/ marissas 73653	MARISSA SUAREZ
3416	INQ75	01/30/2007	CIT	004 new cit 250 3p mohammad/ comerica bank w/	ALMA BOTOR
3416	INQ75	01/30/2007	CIT	verbal auth frm b1 ci ff up for the refund	ALMA BOTOR
3416	INQ75	01/30/2007	CIT	chk. b1 acct is overdrawn due to the mistake.	ALMA BOTOR
3416	INQ75	01/30/2007	CIT	advs that there was an open rqst re: refund &	ALMA BOTOR
3416	INQ75	01/30/2007	CIT	express mailing. b1 wants the specific date &	ALMA BOTOR
3416	INQ75	01/30/2007	CIT	asap to get the chk & ask for a sup. on trf to	ALMA BOTOR
3416	INQ75	01/30/2007	CIT	a sup, they hungs up. alma b/73754	ALMA BOTOR
3416	INQ20	01/30/2007	CIT	001 fyi cit 110 ordered prev serv hsty george c	GEORGE CORSON
3416	INQ20	01/30/2007	CIT	4139	GEORGE CORSON
3416	INQ90	01/29/2007	CIT	002 b1 also req. any lc be retuned for rev. with	SHIRLEY DOOLEY
3416	INQ90	01/29/2007	CIT	ck amt. of 748.78. lc will drop off once rev.	SHIRLEY DOOLEY
3416	INQ90	01/29/2007	CIT	completed. shirley d4127	SHIRLEY DOOLEY
3416	INQ90	01/29/2007	CIT	003 Open CIT 187 to request an original letter	SHIRLEY DOOLEY
3416	INQ90	01/29/2007	CIT	b1 req. letter of aplogy for misapplied py. in	SHIRLEY DOOLEY
3416	INQ90	01/29/2007	CIT	Dec. to esc. act instead of pymt. shirley	SHIRLEY DOOLEY
3416	INQ90	01/29/2007	CIT	d4127	SHIRLEY DOOLEY
3416	INQ90	01/29/2007	CIT	002 fyi to cit. please also rev. and send b1 back	SHIRLEY DOOLEY
3416	INQ90	01/29/2007	CIT	addit. pymt. amt of 847.78. asap. bank ad. of	SHIRLEY DOOLEY
3416	INQ90	01/29/2007	CIT	overdraft to b1 act. thank you	SHIRLEY DOOLEY
3416	INQ75	01/27/2007	CIT	002 New CIT # 649	MICHELLE BOLA
3416	INQ75	01/27/2007	CIT	Escrow Reversal	MICHELLE BOLA
3416	INQ75	01/27/2007	CIT	Posted 12/11/2006 Amount Posted: 1236.62	MICHELLE BOLA
3416	INQ75	01/27/2007	CIT	Reapply funds pls credit \$847.78 as a monthly	MICHELLE BOLA
3416	INQ75	01/27/2007	CIT	pmt and \$388.84 as additional escrow pmt	MICHELLE BOLA
3416	INQ75	01/27/2007	CIT	Effective Date: 12/11/2006	MICHELLE BOLA
3416	INQ75	01/27/2007	CIT	001 new cit 110 b1 ci requested a copy of pmt	MEGAN NEWBERRY
3416	INQ75	01/27/2007	CIT	history since the beginning of the loan to be	MEGAN NEWBERRY
3416	INQ75	01/27/2007	CIT	mailed at the same mailing address. thanks.	MEGAN NEWBERRY
3416	INQ75	01/27/2007	CIT	anthony a. 73559	MEGAN NEWBERRY
3416	CSH	01/26/2007	NT	b1 ci inq about pmts because he said he already	JEANNIE ROSARIO
3416	CSH	01/26/2007	NT	paid for dec. but it was still due. saying that we	JEANNIE ROSARIO
3416	CSH	01/26/2007	NT	billed him twice for 1 month. then hung up.said	JEANNIE ROSARIO
3416	CSH	01/26/2007	NT	already contacted his lawyer /marion a 73698	JEANNIE ROSARIO

Loan History

Date Data as-of:

Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416		01/19/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		01/19/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		01/19/2007	DMD	01/19/07 16:39:27 DISCON	DAVOX INCOMING FILE
3416		01/18/2007	DM	EARLY IND: SCORE 006 MODEL EI16N	SYSTEM ID
3416		01/18/2007	OL	WDOYCSH - PAY-BY-PHONE LETTER	JAMI BERANEK-SCRIPT
3416		01/18/2007	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416	CSH	01/17/2007	NT	b1 ci to make pbp for dec pmt Total Debit: \$847.78	RUSSELL PATERSON
3416	CSH	01/17/2007	NT	Transaction Confirmation Number: 2007011731837727	RUSSELL PATERSON
3416	CSH	01/17/2007	NT	rachelv73764	RUSSELL PATERSON
3416		01/12/2007	CBR	PURCHASED LOAN: SERVICING DATE =09/11/06	SYSTEM ID
3416		01/12/2007	CBR	DELINQUENT: 30 DAYS	SYSTEM ID
3416		01/11/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		01/11/2007	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		01/11/2007	DMD	01/11/07 18:54:44 MSG ANS MACH	DAVOX INCOMING FILE
3416		01/11/2007	D19	DEF - OPTIONS TO AVOID FORECLOSURE	SYSTEM ID
3416		01/10/2007	DM	PROMISE BROKEN 01/10/07 PROMISE DT 01/10/07	SYSTEM ID
3416		01/02/2007	DM	EARLY IND: SCORE 397 MODEL EI30N	SYSTEM ID
3416	DM	01/02/2007	NT	FHLMC EDR 12/29/06-No codes reported	API CSRV
3416		12/29/2006	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		12/29/2006	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		12/29/2006	DMD	12/29/06 11:54:39 MSG ANS MACH	DAVOX INCOMING FILE
3416		12/29/2006	DM		ZARAH JANE SUMAGUE
3416		12/29/2006	DM	DFLT REASON 1 CHANGED TO: OTHER	ZARAH JANE SUMAGUE
3416		12/29/2006	DM	ACTION/RESULT CD CHANGED FROM BRSS TO BRSS	ZARAH JANE SUMAGUE
3416	COL	12/29/2006	NT	3gp ci re inq abt pyment adv add w/o coupon but	ZARAH JANE SUMAGUE
3416	COL	12/29/2006	NT	doesn't know the acct # and amt to pay due to b1	ZARAH JANE SUMAGUE
3416	COL	12/29/2006	NT	is in hades.~ZarahS//73802~	ZARAH JANE SUMAGUE
3416		12/27/2006	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		12/27/2006	DMD	00/00/00 00:00:00	DAVOX INCOMING FILE
3416		12/27/2006	DMD	12/27/06 10:49:40 MSG ANS MACH	DAVOX INCOMING FILE
3416		12/20/2006	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416		12/08/2006	CBR	PURCHASED<60 DAYS:SERVICE DT = 09/11/06	SYSTEM ID
3416	INQ	12/08/2006	NT	b1 ci to ask abt refinancing. xferd call to direct	PETER HASSELMO
3416	INQ	12/08/2006	NT	lending.reymaliza s73684	PETER HASSELMO
3416	OPT	12/08/2006	NT	b1 ci re opt ins he was enrolled in w/ homecomings.	TEMP TELLER FOR QS

Loan History

Date Data as-of:

Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416	OPT	12/08/2006	NT	adv it was not forwrded to us & taht he has no opt	TEMP TELLER FOR QS
3416	OPT	12/08/2006	NT	ins w/ gmac. also inq re refi. gave direct #. also	TEMP TELLER FOR QS
3416	OPT	12/08/2006	NT	gave # for total protect. xfered to refi. vivian	TEMP TELLER FOR QS
3416	OPT	12/08/2006	NT	m/73629	TEMP TELLER FOR QS
3416		12/05/2006	DM	EARLY IND: SCORE 098 MODEL EI16N	SYSTEM ID
3416		11/17/2006	CBR	PURCHASED<60 DAYS:SERVICE DT = 09/11/06	SYSTEM ID
3416		11/13/2006	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416		11/07/2006	DM	EARLY IND: SCORE 068 MODEL EI16N	SYSTEM ID
3416	INQ	11/07/2006	NT	b1 ci ot inform us that he didn't rcvd the	KAREN MATEO
3416	INQ	11/07/2006	NT	stmt.adv we already sent out the stmt on 10/06	KAREN MATEO
3416	INQ	11/07/2006	NT	however thestmt is past due.will use that to send	KAREN MATEO
3416	INQ	11/07/2006	NT	the pmt.wants to enroll in home warranty.give # of	KAREN MATEO
3416	INQ	11/07/2006	NT	the vendors.karenm83222	KAREN MATEO
3416		10/16/2006	DM	PROMISE KEPT 10/13/06 PROMISE DT 10/20/06	SYSTEM ID
3416		10/13/2006	CBR	PURCHASED<60 DAYS:SERVICE DT = 09/11/06	SYSTEM ID
3416	OPT	10/10/2006	NT	b1 ci for appliance ins. gave # also asked about	KATHERINE PETERS
3416	OPT	10/10/2006	NT	refi opts gave verbal p/o and dir lend #	KATHERINE PETERS
3416	OPT	10/10/2006	NT	brianaj4043	KATHERINE PETERS
3416		10/10/2006	NT	TellerID:16671	KATHERINE PETERS
3416		10/10/2006	NT	Fax Number:	KATHERINE PETERS
3416		10/10/2006	NT	Phone Number:1	KATHERINE PETERS
3416		10/10/2006	NT	68143.98: Final Payoff Amount	KATHERINE PETERS
3416		10/10/2006	NT	Requestor Name:	KATHERINE PETERS
3416		10/10/2006	PAY	ORIG TO: ROLAND C WIENER	KATHERINE PETERS
3416		10/10/2006	PAY	INT TO 110906 EXP DT 110906 AMT 0068143.98	KATHERINE PETERS
3416	INQ	10/10/2006	NT	b1 ci inq on refi..xfred to direct	KRISTINE NICOLAS
3416	INQ	10/10/2006	NT	lending\kristine n 83235	KRISTINE NICOLAS
3416	OPT	10/10/2006	NT	fyi gave complete home #...liezle d83010	ALDO REYES
3416	OPT	10/10/2006	NT	fyi remailed wel pack to mai address, inq reg	ALDO REYES
3416	OPT	10/10/2006	NT	membership fr appliance, liezle d83010	ALDO REYES
3416		10/10/2006	DM	B1 ADV WE MAILED WEL PACK LAST 09/12/06, HE DID	ALDO REYES
3416		10/10/2006	DM	NOT REC ANYTHING YET FROM US, HE SENT OCT PMT TO	ALDO REYES
3416		10/10/2006	DM	HOME COMINGS FINANCIAL..LIEZLE D83010	ALDO REYES
3416		10/10/2006	DM	DFLT REASON 1 CHANGED TO: SERVICING PROBLEMS	ALDO REYES
3416		10/10/2006	DM	ACTION/RESULT CD CHANGED FROM TO BRSS	ALDO REYES

Loan History

Date Data as-of:

Account Number	Area ID	Trans Added Date	Trans Type	Transaction Message	Trans User Name
3416		10/09/2006	D28	MANUAL BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416	OPT	10/06/2006	NT	b1 ci re membership for appliances if it was xfer	LISA MACIAS
3416	OPT	10/06/2006	NT	as well adv cust it was not gave vendor # to	LISA MACIAS
3416	OPT	10/06/2006	NT	call../benedict y 83241	LISA MACIAS
3416		10/05/2006	DM	EARLY IND: SCORE 068 MODEL EI16N	SYSTEM ID
3416		09/22/2006	CBR	PURCHASED<60 DAYS:SERVICE DT = 09/11/06	SYSTEM ID
3416		09/18/2006	D28	BILLING STATEMENT FROM REPORT R628	SYSTEM ID
3416		09/12/2006	DM	EARLY IND: SCORE 000 MODEL EI16N	SYSTEM ID
3416		09/12/2006	D19	WELCOME LETTER ELIGIBLE	SYSTEM ID
3416		09/12/2006	D19	TAX - ACCELERATED DUE DATE - MI & TN	SYSTEM ID
3416		09/11/2006	CLS	0000O/B 000087500.00 P/B 000067649.43 08/01/06	LOI

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 FRANK M. DELUCA IN SUPPORT OF THE RESCAP
BORROWER CLAIMS TRUST’S OBJECTION TO CLAIM NO. 2892
FILED BY GERARD WIENER, FOR HIMSELF AND AS REPRESENTATIVE
OF THE ESTATE OF ROLAND WIENER**

I, Frank M. DeLuca, 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 Michigan. I am a partner at the law firm McKelvie DeLuca, P.C. (the “Firm”), and my office address is 280 W. Maple Road, Suite 200, Birmingham, MI 48009.

3. I am counsel of record for GMAC Mortgage, LLC (“GMACM”) in the matter styled *Gerard Wiener v. Bankers Trust Co. et. al.*, Case No. 11-10770, filed in the United States District Court for the Eastern District of Michigan (the “District Court Action”).

4. I submit this declaration (the “Declaration”) in support of the *ResCap Borrower Claims Trust’s Objection To Claim No. 2892 Filed by Gerard Wiener, For Himself and As Representative of the Estate of Roland Wiener* (the “Objection”).

5. Except as otherwise indicated, all facts set forth in this Declaration are based upon my personal knowledge of Wiener’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 22, 2010, the Claimant filed a complaint against GMACM (the "Complaint"), in the Circuit Court for the County of Oakland, Michigan (the "State Court").

7. On June 30, 2010, the Claimant and GMACM stipulated to an order stating, "the redemption period is tolled pending further order of the court" (the "Redemption Period Order"). See Order Tolling Redemption Period, attached hereto as Exhibit A.

8. On November 24, 2010, the Claimant amended the complaint to add Freddie Mac as a defendant. Freddie Mac removed the Action to the United States District Court for the Eastern District of Michigan (the "District Court"), case number 11-10770-GCS-PJK.

9. The Claimant amended the Complaint two additional times, filing the Third Amended Complaint on November 8, 2011.

10. GMACM filed an answer to the Third Amended Complaint on November 22, 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. August 17, 2009 letter from the Claimant's counsel, a copy of which is attached hereto as Exhibit B;
- b. An unsigned October 7, 2009 Forbearance Agreement, a copy of which is attached hereto as Exhibit C;

c. A chain of emails between Patricia Scully, the Claimant, and the Claimant's counsel from October 2009, a copy of which is attached hereto as Exhibit D;

d. A chain of emails between Patricia Scully and the Claimant from November 2009, a copy of which is attached hereto as Exhibit E;

e. A chain of emails between Patricia Scully, the Claimant, and the Claimant's counsel from November 2009, a copy of which is attached hereto as Exhibit F;

f. The Sheriff's Deed on Mortgage Foreclosure, dated January 5, 2010, a copy of which is attached hereto as Exhibit G;

g. An email dated July 7, 2010 from a representative of GMACM to Freddie Mac informing Freddie Mac of the Redemption Period Order, a copy of which is attached hereto as Exhibit H;

h. A deed of sale from the sale of the property by Freddie Mac on September 20, 2010, a copy of which is attached hereto as Exhibit I.

11. The Claimant also deposed Patricia Scully. A copy of that deposition transcript is attached hereto as Exhibit J.

12. On November 29 and 30, 2012, the Claimant took depositions of two GMACM representatives, pursuant to this Court's Order Modifying the Automatic Stay.

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

Dated: September 9, 2016

/s/ Frank M. DeLuca
Frank M. DeLuca
McKelvie DeLuca, P.C.

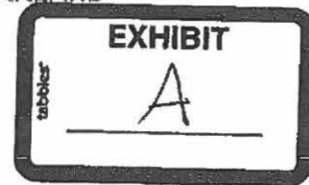
Exhibit A

STATE OF MICHIGAN IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

WIENER, GERARD,,
V
BANKERS TRUST CO

Plaintiff,
Defendant,

NO: 2010-111283-CH
HON. WENDY POTTS



In the matter of:

ORDER REGARDING MOTION

Motion Title: Plaintiff's Motion for Temporary Restraining Order

The above named motion is:

- ☐ granted.
- ☐ granted in part, denied in part.
- ☐ denied.
- ☐ for the reasons stated on the record.

In addition: Pursuant to the parties' stipulation, the redemption period is tolled pending further order of the Court.

DATED: 06/30/2010

JH /s/ Judge Wendy Potts
HON. WENDY POTTS
Circuit Court Judge

Received for Filing Oakland County Clerk 2010 SEP 22 PM 03:21

Exhibit B

THE LAW FIRM OF WALTER POOKRUM
1862 Penobscot Bldg.
645 Griswold St.
Detroit, MI 48226
313 963-7300
961-0610 Fax

Facsimile Transmittal

To: ORLAND ASSOCIATES, PC
LOAN RESOLUTION AND/OR
HOMEOWNER SUPPORT DEPT.

From: N. POOKRUM, ESQ.

Date: 8-17-09

Re: 1946 PATZMENTER, ROYAL OAK, MI 48073

Fax No: (248) 502.1601
() _____
() _____

No. of Pages: 2 (including transmittal sheet)

COMMENTS:

EMAC ACCOUNT NO. [REDACTED] 3416

THE LAW FIRM OF WALTER POOKRUM

1862 PENOBSCOT BUILDING
645 GRISWOLD STREET
DETROIT, MICHIGAN 48226

313 963-7300
TELEFAX 961-0610

August 17, 2009

By telefax to 248 502-1601 and overnight mail

Orlans Associates, PC
Loan Resolution Department and/or
Homeowner Support Department
1650 W. Big Beaver Road
Troy, MI 48084

Re: 1946 Parmenter, Royal Oak, MI 48073

To Whom It May Concern:

I represent the Estate of Roland Wiener, Deceased, and Gerard Wiener, son of the late Mr. Wiener and personal representative of his estate (see letter of authority and death certificate, provided under cover of letter dated August 14, 2009, faxed to the number above). A mortgage foreclosure sale of the above-referenced real estate is scheduled for September 8, 2009. The notice bears the date of August 6, 2009.

My August 14 letter requested that the foreclosure sale be postponed. I renew that request here, and advise you that my clients hereby request a meeting under MCL 600.3205b, which was recently amended/enacted, effective July 5, 2009. Please be advised, also, on information and belief, that notice has not been mailed to the mortgagor as required by section 3205a of this statute.

I look forward to hearing from you soon.

Very sincerely yours,



Walter Pookrum, Esq.

Exhibit C

October 7, 2009

SPECIAL FORBERANCE AGREEMENT

Roland C Wiener Estate
1946 Parmenter
Royal Oak, MI 48073

RE: Account Number
Property Address 1946 Parmenter
 Royal Oak, MI 48073

Thank you for meeting with us today to discuss your mortgage, and a mutual resolution to your account that will help you to continue to make monthly payments on your home.

Regarding today's meeting, we have reviewed the income information you provided and have set the following terms of forbearance on a temporary basis.

	<u>Payment Date</u>	<u>Amount</u>
1.	11/15/09	\$480.79
2.	12/15/09	\$480.79
3.	01/15/10	\$480.79
4.	02/15/10	\$480.79
5.	03/15/10	\$480.79
6.	04/15/10	\$480.79

In order for us to have a more complete understanding of your financial situation, and to consider you for a more long term solution; we will need the following information to begin the review, and to seek a possible long term solution regarding your ability to pay your monthly mortgage payments.

Next Steps:

1. It is absolutely critical that you continue to make your monthly payments as we have outlined above. Keep in mind that we will continue to report your loan to the credit bureaus as past due until your loan is brought current. And don't forget: please send your payments by certified funds to the following address:

**Default Payment Processor,
3451 Hammond Ave,
Waterloo, IA 50702**

Or Send Via Western Union to HOME, IA

2. We will review your request for a more long term solution.
3. If your financial documents indicate that there is a need for a more long term change to be made to your mortgage payment, then you will receive documents to begin a trial period to insure you can perform at a new payment amount.
4. After the trial period, we will send you a complete set of documents to sign before we make the more permanent adjustments to your loan. Just know that you will have everything in writing concerning these updates to your loan.
5. Unfortunately, not every loan qualifies for a reduced mortgage payment, or a loan modification. If, after we make a final review and find that a final approval cannot be obtained for you and your family, all of the original terms of your contract will remain in place.

Homeowner signature/Date

GMAC Mortgage/Date

Exhibit D

0682

GMAC

From: walter pookrum [wpookrum@gmail.com]
Sent: Wednesday, October 14, 2009 2:17 PM
To: Scully, Patricia
Subject: Re: GMAC # [REDACTED] 3486/Gerard Wiener, Pers. Rep., Estate of Roland Wiener/1946 Parmenter, Royal Oak MI

Ms. Scully: Thank you for our telephone conversation yesterday (October 13). Assuming the monthly payments will be applied to the loan balance, the estate is inclined to enter the forbearance arrangement you propose.

I request, however, that we change the date in the agreement from the 10th of each month to the 15th (which would be more comfortable for the estate, given the ongoing condominium fees and other expenses associated with preserving the property).

With the answers to these questions in hand, I will have the forbearance document signed and sent to you. Please advise as to where/how it should be sent.

Also, please copy me when you adjourn (and, eventually, cancel) the foreclosure sale.

Cordially, Walter Pookrum

On Thu, Oct 8, 2009 at 11:16 AM, Scully, Patricia <Patricia.Scully@gmacrescap.com> wrote:
Walter,

I would like to set the WIENER account up on a 6 month forbearance. I would like the estate to start making payments in the amount of \$480.79, beginning 11/01/2009. This is a Freddie Mac loan...I cant just keep adjourning this without some sort of plan in place. I have sent a family transfer pkg to Gerard, but with his health issue, we have been unable to get anything done. Do you think the 6 month forbearance is reasonable? The FC Sale is set for 10/20/2009. Upon receipt of the first installment on the Forbearance I can cancel the FC sale, then the Estate will have time to decide how they wish to proceed. Please advise. I have enclosed a copy of the Forbearance agreement for your review.

Regards,

Patty L. Scully
Community Relations Manager
GMAC ResCap
HOPE/Keychain Alliance
Detroit HOPE Partnership
(586) 443.4450
(866) 690-5244 Fax
(586) 557-0550 Cell
patricia.scully@gmacrescap.com
DO BETTER EVERY DAY!

"This submission contains confidential business information. Any public disclosure of this information could harm the commercial or financial interest of GMAC and its affiliates (collectively, "GMAC"). If disclosed, this information would permit GMAC's competitors to learn details of GMAC's business plans. Accordingly, we request, pursuant to 5 U.S.C. Section 552(b)(4), confidential treatment of this document. Also, we request notification if anyone submits a Freedom of Information Act request for a copy of this document

From: walter pookrum [mailto:wpookrum@gmail.com]

0690

(866) 690-5244 Fax
(586) 557-0550 Cell
patricia.scully@gmacrescap.com
DO BETTER EVERY DAY!

"This submission contains confidential business information. Any public disclosure of this information could harm the commercial or financial interest of GMAC and its affiliates (collectively, "GMAC"). If disclosed, this information would permit GMAC's competitors to learn details of GMAC's business plans. Accordingly, we request, pursuant to 5 U.S.C. Section 552(b)(4), confidential treatment of this document. Also, we request notification if anyone submits a Freedom of Information Act request for a copy of this document

-----Original Message-----

From: Gerard Wiener [<mailto:gerard.wiener@gmail.com>]
Sent: Monday, November 16, 2009 4:44 PM
To: Scully, Patricia
Cc: walter pookrum
Subject: Re: 11/15 payment

Sigh.

Hi Patricia,

Thanks for the fast response. I just got off the phone with Walter and it seems he and I were not on the same page as to what had to happen - I thought I just needed to reinitiate payment and he thought I was handling the execution of the agreement and all the rest from there on in. I understand that you are in a tight spot and probably don't have room to maneuver. If it is possible for me to get the payment to you somehow that would be great to avoid the foreclosure hassle.

Just fyi I appreciate that you made the settlement offer last month which I agreed to and I did try in good faith to make the payment on Friday and again today and DO have the money (ask Walter - I am paying his bills too). I am sorry about the mix up and was very surprised to hear that the foreclosure was scheduled for tomorrow.

Just to further complicate matters - I am not in the US - I am in Hungary and have just wrapped up a week of meeting some of the best stroke experts in the world and am leaving to go home to the US tomorrow. What that means in practice is that I am going to be on a plane all day tomorrow and not reachable.

Walter - you have my permission to make the payment any which way if Ms. Scully says it is possible and you can of course add the \$480.69 to my/the estate's bill.

Best regards,

GErard

On Nov 16, 2009, at 1:27 PM, Scully, Patricia wrote:

0691

> Probably because no one ever confirmed back with me that the estate
> was going to do the special forbearance....this file is set to go to
> FC sale tomorrow. I needed to refer this over to Freddie Mac for
> approval. I am not sure if I can pull this one out of the fire
> now....I am going to need all the financials/HAMP pkg. Also Freddie
> Mac does not offer the deal of the 50 % mortgage payment any more.
> They will only allow 70% of the P&I. I have adjourned this sale
> twice already. I cant do it again. I sent a copy of the FCB to
> Walter, but never heard back.

>

>

> Patty L. Scully
> Community Relations Manager
> GMAC ResCap
> HOPE/Keychain Alliance
> Detroit HOPE Partnership
> (586) 443.4450
> (866) 690-5244 Fax
> (586) 557-0550 Cell
> patricia.scully@gmacrescap.com
> DO BETTER EVERY DAY!

>

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> submits a Freedom of Information Act request for a copy of this
> document

>

>

> -----Original Message-----

> From: Gerard Wiener [<mailto:gerard.wiener@gmail.com>]
> Sent: Monday, November 16, 2009 4:14 PM
> To: Scully, Patricia
> Cc: walter pookrum
> Subject: 11/15 payment

>

> Hi Ms. Scully, Walter,

>

> I tried to make a payment on my father's mortgage in the amount we
> agreed to on Friday and again today but could not access his GMAC
> account on behalf of the estate any longer. Can one of you suggest
> any alternate method to wire/transfer the money?

>

> Walter - I left a message for you on your office phone re:same.

>

> br,

>

> Gerard

> <HMP Package updates 4 28 09.pdf>

Exhibit E

0717

GErard

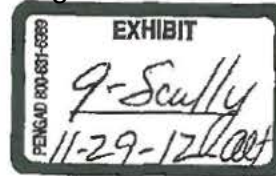
On Nov 16, 2009, at 1:27
PM, Scully, Patricia
wrote:

> Probably because no
one ever confirmed back
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> was going to do the
special forbearance....this
file is set to go to
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to Freddie Mac for
> approval. I am not sure
if I can pull this one out
of the fire
> now....I am going to
need all the
financials/HAMP pkg.
Also Freddie
> Mac does not offer the
deal of the 50 %
mortgage payment any
more.
> They will only allow
70% of the P&I. I have
adjourned this sale
> twice already. I cant do
it again. I sent a copy of
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> Walter, but never heard
back.
>
>
> Patty L. Scully
> Community Relations
Manager
> GMAC ResCap
> HOPE/Keychain
Alliance
> Detroit HOPE
Partnership
> (586) 443.4450
> (866) 690-5244 Fax
> (586) 557-0550 Cell
>
patricia.scully@gmacresc
ap.com
> DO BETTER EVERY
DAY!
>
> "This submission

0718

contains confidential
business
information. Any
> public disclosure of this
information could harm
the commercial or
> financial interest of
GMAC and its affiliates
(collectively,
> "GMAC"). If
disclosed, this
information would permit
GMAC's
> competitors to learn
details of GMAC's
business
plans. Accordingly,
> we request, pursuant to
5 U.S.C. Section 552(b)
(4), confidential
> treatment of this
document. Also, we
request notification if
anyone
> submits a Freedom of
Information Act request
for a copy of this
> document
>
>
> -----Original Message-----
--
> From: Gerard Wiener
[mailto:gerard.wiener@gmail.com]
> Sent: Monday,
November 16, 2009 4:14
PM
> To: Scully, Patricia
> Cc: walter pookrum
> Subject: 11/15 payment
>
> Hi Ms. Scully, Walter,
>
> I tried to make a
payment on my father's
mortgage in the amount
we
> agreed to on Friday and
again today but could not
access his GMAC
> account on behalf of
the estate any
longer. Can one of you

Exhibit F



0720

GMAC

From: Scully, Patricia
Sent: Monday, November 23, 2009 12:05 PM
To: walter pookrum
Cc: Gerard Wiener
Subject: RE: 11/15 payment

Please be advised the FC sale has been adjourned to 12/29/2009. Gerard I did receive the fax you sent over last week. It appears one of your sisters is going to take over the property. I am going to have to have her complete the assumption pkg that was sent out to your CA mailing address back in Sept. The loan will have to be brought current for the assumption to go thru.

Walter,
You are going to have to call our customer service dept and request the mortgage docs you need. I do not have access to them on the system..trust me I looked, I really don't know why either. Customer Service Number is 214.874.2500. Here is the acct # [REDACTED] 3416.

Patty L. Scully
Community Relations Manager
GMAC ResCap
HOPE/Keychain Alliance
Detroit HOPE Partnership
(586) 443.4450
(866) 690-5244 Fax
(586) 557-0550 Cell
patricia.scully@gmacreacap.com
DO BETTER EVERY DAY!

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From: walter pookrum [mailto:wpookrum@gmail.com]
Sent: Friday, November 20, 2009 1:11 PM
To: Scully, Patricia
Subject: Re: 11/15 payment

Hi, Ms Scully: Thanks for the info, but I need something more formal for the court to establish the outstanding balance, and I need the mortgage and note as part of my "due diligence." So, as soon as you can get those to me, I'd appreciate it. I need the balance documentation by next Fri, the 27th. Thanks,
Walter Pookrum

On Thu, Nov 19, 2009 at 4:49 PM, Scully, Patricia <Patricia.Scully@gmacreacap.com> wrote:
Here is the bottom line ...I can get the payment reduced for 6 months to \$755.07 to give the estate time to figure out what they want to do,
The Unpaid Principal Balance at this time is \$80,684.22, the current I/R is 8.75, the loan is currently due for the 04/01/2009 payment. I need the paper work I sent over Tuesday back to me by tomorrow...I am off tomorrow, but I will send it off to our loss Mgt dept in Waterloo IA to request the Special Forbearance. I HAVE to have that paperwork, otherwise under the Freddie Mac guidelines I cannot adjourn the sale any longer. These are formal arrangements, and our set up on our servicing system. If I do not receive the paper work as requested, I will assume the Estate has decided to let the property go to FC sale on 11/24, and proceed with the 6 month

0721

redemption period.

Regards,

Patty L. Scully
Community Relations Manager
GMAC ResCap
HOPE/Keychain Alliance
Detroit HOPE Partnership
(586) 443.4450
(866) 690-5244 Fax
(586) 557-0550 Cell
patricia.scully@gmacrescap.com
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From: walter pookrum [mailto:wpookrum@gmail.com]
Sent: Thursday, November 19, 2009 4:12 PM

To: Scully, Patricia
Subject: Re: 11/15 payment

Hi, Ms. Scully: I will need some information from GMAC, also: Please send documentation of the loan (mortgage, note, and balance due) ASAP to me or Mr. Wiener by e-mail if possible and regular mail (Walter Pookrum, 645 Griswold St., Suite 1862, Detroit, MI 48226 or to Gerard (not Gerald) Wiener, 838 Green Street, San Francisco, CA 94133. Thank you. Regards, Walter Pookrum

On Tue, Nov 17, 2009 at 10:31 AM, Scully, Patricia <Patricia.Scully@gmacrescap.com> wrote:
Hi Walter...I was able to adjourn the sale for a week, and have escalated it to Freddie Mac...I am sorry if we had a communication problem, but I was really waiting to hear back, I figured with Gerald's medical condition, he just decided not to deal with it. I am going to need the HAMP pkg completed so I can submit it for loss mitigation options. I sent it over in an email yesterday...also Gerald had it right from the beginning, He went online and was able to retrieve it: I will need the following along with the completed financial forms.

HMP requirements:

The following documentation must be included to determine eligibility:

Financial Analysis Form

The enclosed Financial Hardship Affidavit completed and signed by all borrowers, along with a written hardship letter.

Signed a dated copy of IRS Form 4506T (request for Transcript of Tax Return) along with the 2008 signed Federal Tax return.

Proof of Income (copy of two most recent pay stubs) For self employed Copy of the most recent quarterly or year to date profit and loss

Regards,

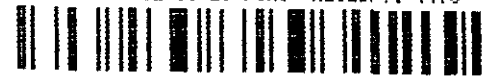
Patty L. Scully

Exhibit G

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2010 JAN 12 AM 9:34

9201
LIBER 41778 PAGE 76
\$34.00 DEED - COMBINED
\$4.00 REMONUMENTATION
01/19/2010 02:05:20 P.M. RECEIPT# 4475



PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

SHERIFF'S DEED ON MORTGAGE FORECLOSURE

THIS INDENTURE made the 5th day of January, 2010* between John M. Roehrig a deputy sheriff in and for Oakland County, Michigan, party of the first part, and The Federal Home Loan Mortgage Corporation, c/o Orlans Associates, P.C., 1650 West Big Beaver Road, Troy, MI 48084, party of the second part (hereinafter called the grantee).

Witnesseth, that whereas, Roland C. Wiener, a single man, whose address is 1946 Parmenter Apt 305, Building 53, Segment 19, Royal Oak, MI 48073, made a certain mortgage to Homecomings Financial Network, Inc. (hereinafter called "Mortgagee"), which was duly recorded in the office of the Register of Deeds of Oakland County in Liber 17008, Page 710, Oakland County Records, re-recorded 4/29/1999 in Liber 19941, Page 209, Oakland County Records. Said mortgage is now held by Bankers Trust Company as Trustee by assignment.

WHEREAS, said mortgage contained a power of sale which has become operative by reason of default in the terms and conditions of the mortgage; and

WHEREAS, no suit or proceeding at law or in equity has been instituted to recover the debt secured by the mortgage or any part thereof; and

WHEREAS, by virtue of the power of sale, and pursuant to the statutes of the State of Michigan in such case made and provided, a notice was duly published and a copy thereof was duly posted in a conspicuous place upon the premises described in the mortgage that the premises, or some part of them, would be sold on the 5th day of January, 2010*, at the public vendue, on the 1st floor Main entrance to the Courthouse in Pontiac, that being the place of holding the Circuit Court for Oakland County wherein the premises are located; and

WHEREAS, pursuant to said notice I did, at 10:00 a.m., local time, on the date stated above, expose for sale at public vendue the said lands and tenements described below, and on such sale did strike off and sell the said lands and tenements to the grantee for the sum of Sixty-Five Thousand & 0/100 Dollars (\$65,000.00), that being the highest bid therefore and the grantee being the highest bidder; and

WHEREAS, said lands and tenements are situated in the City of Royal Oak, Oakland County, Michigan, and are more particularly described as:

Apartment 305, Building 53, of Coventry Parkhomes-Segment 19 Condominium, according to the Master Deed recorded in Liber 5753, page(s) 52, last amended by amendment recorded in Liber 14227, page 725, Oakland County Records and designated as Oakland County Condominium Subdivision Plan No. 240, and any amendments thereto, together with an undivided interest in the general common elements and limited common elements as set forth in the above described Master Deed in Act 59 of the Public Acts of 1978, as amended

Tax# 20-32-476-086

More commonly known as 1946 Parmenter Apt 305, Building 53, Segment 19

9000240 13 ✓

Now, this indenture Witnesseth, that I, the Deputy Sheriff aforesaid, by virtue of and pursuant to the statute in such case made and provided, and in consideration of the sum of money so paid as aforesaid, have granted, conveyed, bargained and sold, and by this deed do grant, convey, bargain, and sell unto the grantee, its successors and assigns, FOREVER, all the estate, right, title, and interest which the said Mortgagor(s) had in said land and tenements and every part thereof, on 12th day of February, 1997, that being the date of said mortgage, or any time thereafter, to have and to hold the said lands and tenements and every part thereof to the said grantee, its successors and assigns forever, to their sole and only use, benefit and behoove forever, as fully and absolutely as I, the Deputy Sheriff aforesaid, under the authority aforesaid, might, could, or ought to sell the same.

In witness whereof I have set my hand and seal.

John M. Roehrig

Deputy Sheriff in and for the County of Oakland, Michigan

State of Michigan
County of Oakland

This Sheriff's Deed on Mortgage Sale was acknowledged before me this 5th day of January, 2010*, by John M. Roehrig, Deputy Sheriff for Oakland County, Michigan.

J. Engasser, Notary Public
Name

Oakland County, Michigan

My Commission Expires: _____

Acting in _____ County

Exempt from County Real Estate Transfer Tax pursuant to
MCLA 207.505(h)(ii)

Exempt from State Real Estate Transfer Tax
pursuant to MCLA 207.526(v)

Adjourned from September 8, 2009 to January 5, 2010 by posting a notice of adjournment at the place of sale for Oakland County, Michigan.

File Number: 280.9457 Loan Type: FREDDIE MAC

Anita Engasser

Notary Public, State of Michigan
County of Oakland

My Commission Expires 7-29-2015

Acting in the county of Oakland

O.K. - GK

9P
R
E
FILE

NON-MILITARY AFFIDAVIT

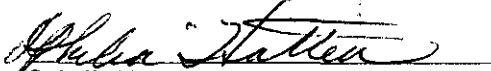
State of Michigan

ss.

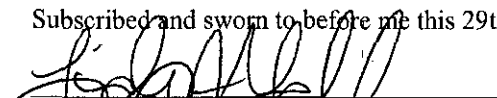
County of Oakland

The undersigned, being first duly sworn, states that upon investigation she/he is informed and believes that none of the persons named in the notice attached to the sheriff's deed of mortgage foreclosure, nor any person upon whom they or any of them were dependent, were in the military service of the United States at the time of sale or, for six months prior thereto; nor the present grantee(s).

The undersigned further states that this affidavit is made for the purpose of preserving a record and clearing title by virtue of The Servicemembers Civil Relief Act of 2003, as amended.


Ophelia Hatten

Subscribed and sworn to before me this 29th day of December, 2009


Lindsay M. Hendrich, Notary Public
Oakland County Acting in Oakland County, Michigan
My Commission Expires: 07/16/2012

AFFIDAVIT OF AUCTIONEER and CERTIFICATE OF REDEMPTION PERIOD

State of Michigan

ss.

County of Oakland

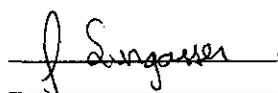
John M. Roehrig

being first duly sworn, deposes and says that he is a Deputy Sheriff of said Oakland County; that he/she acted as Auctioneer, and made the sale as described in the annexed Deed pursuant to the annexed printed notice; that said sale was opened at 10:00 a.m., local time, on the 5th day of January, 2010, public vendue, on the 1st floor Main entrance to the Courthouse in Pontiac, that being the place of holding the Circuit Court for Oakland County, and said sale was kept open for the space of one hour; that the highest bid for the lands and tenements therein described was **Sixty-Five Thousand & 0/100 Dollars (\$65,000.00)**; made by The Federal Home Loan Mortgage Corporation, that said sale was in all respects open and fair; and that he/she did strike off and sell said lands and tenements to said bidders, which purchased the said lands and tenements fairly, and in good faith, as deponent verily believes.

I DO HEREBY CERTIFY that the within Sheriff's Deed will become operative at the expiration of the redemption period, July 5, 2010, unless said date falls on a weekend, at which point the redeeming party or anyone claiming under him, will have until 5:00pm the following Monday to perfect their redemption; OR the property is determined abandoned pursuant to MCLA 600.3241a, in which case the redemption period will be 30 days from the date of sale, OR should the Sheriff's Deed not be recorded within 20 days from the date of the foreclosure sale, in which case the redemption period will be 6 months from the date of recording. The foreclosing mortgagee can rescind the sale, in the event a 3rd party buys the property and there is a simultaneous resolution with the borrower.

John M. Roehrig
Deputy Sheriff
Oakland County, Michigan

Subscribed and sworn to before me this 5th day of January, 2010.


Name
Oakland County, Michigan
My commission expires: _____

Anita Engasser
Notary Public, State of Michigan
County of Oakland
My Commission Expires 7-29-2015
Acting in the county of Oakland

Drafted by and when recorded return to:
Christene M. Richter
Orlans Associates, P.C.
P.O. Box 5041
Troy, MI 48007-5041
(248) 502-1400 File No: 280.9457

ATTN REGISTER OF DEEDS: Please send all Redemption notifications and funds collected in your office to Orlans Associates, P.C., P.O. Box 5041, Troy, MI 48007-5041.

ATTN PURCHASERS: This sale may be rescinded by the foreclosing mortgagee. In that event, your damages, if any, shall be limited solely to the return of the bid amount tendered at sale, plus interest. Please be advised that all 3rd party bidders are responsible for preparing and recording the Sheriff's Deed. ORLANS ASSOCIATES, P.C. Hereby expressly disclaims all liability relating to the foreclosure, preparation and recording of the Sheriff's Deed.

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE. PLEASE CONTACT OUR OFFICE AT THE NUMBER BELOW IF YOU ARE IN ACTIVE MILITARY DUTY. MORTGAGE SALE - Default has been made in the conditions of a mortgage made by Roland C. Wiener, a single man, to Homecomings Financial Network, Inc., Mortgagee, dated February 12, 1997 and recorded February 24, 1997 in Liber 17008, Page 710, and re-recorded 4/29/1999 in Liber 19941, Page 209, Oakland County Records, Michigan. Said mortgage is now held by Bankers Trust Company as Trustee by assignment. There is claimed to be due at the date hereof the sum of Sixty-Four Thousand Twenty and 90/100 Dollars (\$64,020.90) including interest at 8.75% per annum. Under the power of sale contained in said mortgage and the statute in such case made and provided, notice is hereby given that said mortgage will be foreclosed by a sale of the mortgaged premises, or some part of them, at public vendue at the 1st floor Main entrance to the Court House in Pontiac in Oakland County, Michigan at 10:00 a.m. on SEPTEMBER 8, 2009. Said premises are located in the City of Royal Oak, Oakland County, Michigan, and are described as: Apartment 305, Building 53, of Coventry Parkhomes-Segment 19 Condominium, according to the Master Deed recorded in Liber 5753, page(s) 52, last amended by amendment recorded in Liber 14227, page 725, Oakland County Records and designated as Oakland County Condominium Subdivision Plan No. 240, and any amendments thereto, together with an undivided interest in the general common elements and limited common elements as set forth in the above described Master Deed in Act 59 of the Public Acts of 1978, as amended. The redemption period shall be 6 months from the date of such sale, unless determined abandoned in accordance with MCLA 600.3241a, in which case the redemption period shall be 30 days from the date of such sale. TO ALL PURCHASERS: The foreclosing mortgagee can rescind the sale. In that event, your damages, if any, are limited solely to the return of the bid amount tendered at sale, plus interest. If you are a tenant in the property, please contact our office as you may have certain rights. Dated: August 6, 2009 Orlans Associates, P.C. Attorneys for Servicer P.O. Box 5041 Troy, MI 48007-5041 2485021499 File No. 280.9457 ASAP# 3215524 08/06/2009, 08/13/2009, 08/20/2009, 08/27/2009

AFFIDAVIT OF POSTING

STATE OF MICHIGAN

COUNTY OF Oakland

David J. Allan, being duly sworn, deposes and says that on the 11 day of Aug A.D., 2009, he posted a Notice, a true copy of which is annexed hereto, in a conspicuous place upon the premises described in said notice by attaching the same in a secure manner to:

1946 Parmenter Apt 305, Building 53, Segment 19
ROYAL OAK MI 48073

David J. Allan
Signature

DAVID J. ALLAN
Printed Name (Please Print Neatly)

Agent, please mark the below, when applicable:

- ☐ Multi Unit
- ☐ Mobile/Manufactured Home
- ☐ Vacant/Abandonment
- ☐ No Dwelling
- ☐ Other (i.e. visual damage) _____

Subscribed and sworn to before me this 11 day of Aug A.D. 2009

Detaw McLeese
Signature of Notary Public

Detaw McLeese
Printed Name of Notary Public
(Please Print Neatly)

Macomb County, Michigan

My Commission Expires: 11 Sep 11

Acting in Macomb County, Michigan

DRAFTED By and when recorded

Return to: **Orlans & Associates, P.C.**

**P.O. Box 5041
Troy, MI 48007
(248)502-1400**

File No. 2809457

ASAP No. 3215524

County of Oakland }
STATE OF MICHIGAN, } ss.

Crystall Hill being duly sworn,

deposes and says that I am the legal rep of
THE OAKLAND PRESS, a newspaper printed and circulated
daily in Oakland County, Michigan and that I held such
position during the publication of the notice hereto annexed;
that a notice of

public notice of
which the annexed notice is a true copy, was published in the
said THE OAKLAND PRESS.

4 times immediately preceding the
28 of Aug that the annexed printed copy of said notice
was taken from the said newspaper. That the dates of

publication of said notice were

Aug 6, 13, 20, 27, 2009
and further deponent sayeth not.

Crystall Hill
Crystall Hill

Subscribed and sworn to before me this 28 day of

August A.D. 2009

Tina M. Crown

NOTARY PUBLIC, OAKLAND COUNTY, MICHIGAN

TINA M. CROWN
NOTARY PUBLIC, STATE OF MI
COUNTY OF LAPEER
MY COMMISSION EXPIRES Mar 30, 2014
ACTING IN COUNTY OF Oakland

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE. PLEASE CONTACT OUR OFFICE AT THE NUMBER BELOW IF YOU ARE IN ACTIVE MILITARY DUTY. MORTGAGE SALE - Default has been made in the conditions of a mortgage made by Roland C. Wiener, a single man, to Homecomings Financial Network, Inc., Mortgagee, dated February 12, 1997 and recorded February 24, 1997 in Liber 17008, Page 710, and re-recorded 4/29/1999 in Liber 19941, Page 209, Oakland County Records, Michigan. Said mortgage is now held by Bankers Trust Company as Trustee by assignment. There is claimed to be due at the date hereof the sum of Sixty-Four Thousand Twenty and 90/100 Dollars (\$64,020.90) including interest at 8.75% per annum. Under the power of sale contained in said mortgage and the statute in such case made and provided, notice is hereby given that said mortgage will be foreclosed by a sale of the mortgaged premises, or some part of them, at public vendue at the 1st floor Main entrance to the Court House in Pontiac in Oakland County, Michigan at 10:00 a.m. on SEPTEMBER 8, 2009. Said premises are located in the City of Royal Oak, Oakland County, Michigan, and are described as: Apartment 305, Building 53, of Coventry Parkhomes-Segment 19 Condominium, according to the Master Deed recorded in Liber 5753, page(s) 52, last amended by amendment recorded in Liber 14227, page 725, Oakland County Records and designated as Oakland County Condominium Subdivision Plan No. 240, and any amendments thereto, together with an undivided interest in the general common elements and limited common elements as set forth in the above described Master Deed in Act 59 of the Public Acts of 1978, as amended. The redemption period shall be 6 months from the date of such sale, unless determined abandoned in accordance with MCLA 600.3241a, in which case the redemption period shall be 30 days from the date of such sale. TO ALL PURCHASERS: The foreclosing mortgagee can rescind the sale. In that event, your damages, if any, are limited solely to the return of the bid amount tendered at sale, plus interest. If you are a tenant in the property, please contact our office as you may have certain rights. Dated: August 6, 2009 Orleans Associates, P.C. Attorneys for Servicer P.O. Box 5041 Troy, MI 48007-5041 2485021499 File No. 280.9457 ASAP# 3215524 08/06/2009 08/13/2009, 08/20/2009, 08/27/2009

LIBER 4 1778 PG 079

County of Oakland }
STATE OF MICHIGAN, } ss.

Crystall Hill

being duly sworn,

deposes and says that I am the *Legal Rep* of
THE OAKLAND PRESS, a newspaper printed and circulated
daily in Oakland County, Michigan and that I held such
position during the publication of the notice hereto annexed;
that a notice of

public notice

of
which the annexed notice is a true copy, was published in the
said THE OAKLAND PRESS.

once

immediately preceding the
13 of *July* that the annexed printed copy of said notice
was taken from the said newspaper. That the dates of

publication of said notice were

July 12, 2009

and further deponent sayeth not.

Crystall Hill
Crystall Hill

Subscribed and sworn to before me this *16* day of

July A.D. 20 *09*
Tina M. Crown

NOTARY PUBLIC, OAKLAND COUNTY, MICHIGAN

TINA M. CROWN
NOTARY PUBLIC, STATE OF MI
COUNTY OF LAPEER
MY COMMISSION EXPIRES Mar 30, 2014
ACTING IN COUNTY OF *Oakland*

FEDERAL LAW REQUIRES US TO ADVISE
YOU THAT COMMUNICATION WITH OUR
OFFICE COULD BE INTERPRETED AS AN
ATTEMPT TO COLLECT A DEBT AND
THAT ANY INFORMATION OBTAINED
WILL BE USED FOR THAT PURPOSE. IF
YOU ARE IN ACTIVE MILITARY SERVICE,
PLEASE CONTACT OUR OFFICE, AS YOU
ARE ENTITLED TO SPECIAL PROTEC-
TIONS. To: Roland C. Wiener 1946 Par-
menter Royal Oak, MI 48073 State law re-
quires that you receive the following notice:
You have the right to request a meeting with
your mortgage holder or mortgage servicer.
The person to contact and that has the au-
thority to make agreements for a loan modifi-
cation with you is: Orlans Associates, P.C
Loss Mitigation Department, P.O. Box 5041,
Troy, MI 48007-5041, (248) 502-1331. You
may contact a housing counselor by visiting
the Michigan State Housing Development
Authority ("MSHDA") website or by calling
MSHDA. The website address and telephone
number of MSHDA is: (www.mshda.in-
fo/counseling_search/), telephone (517) 373-
8370, TTY# 1-800-382-4568. If you request a
meeting with the servicer's designate, fore-
closure will not start until 90 days after the
date the Notice was mailed to you. If you and
the servicer's Designate reach an agreement
to modify the mortgage loan, the mortgage
will not be foreclosed if you abide by the
terms of the agreement. You have the right
to contact an attorney. You may contact at-
torney of your choice. If you do not have an
attorney, the telephone number for the Michi-
gan State Bar Association's Lawyer Referral
Service is 1-800-968-0738. Dated: July 12,
2009 Orlans Associates P.C Attorneys for
Servicer P.O. Box 5041 Troy, MI 48007-5041
File Number: 280.9457 ASAP# 3180827
07/12/2009

LIBR4 1778 PC080

280.9457

AFFIDAVIT OF COMPLIANCE

STATE OF MICHIGAN)

ss)

COUNTY OF OAKLAND)

Christene M. Richter, states as follows:

1. That Christene M. Richter is the duly authorized attorney for Bankers Trust Company as Trustee ("the Mortgagee"), and The Federal Home Loan Mortgage Corporation, and is familiar with the facts set forth herein
2. This affidavit is being filed to show compliance with MCL 600.3204 and 600.3205 with regard to the foreclosure by advertisement of the loan herein described, for the property located in the City of Royal Oak, County of Oakland and State of Michigan, and further described as:

Apartment 305, Building 53, of Coventry Parkhomes-Segment 19 Condominium, according to the Master Deed recorded in Liber 5753, page(s) 52, last amended by amendment recorded in Liber 14227, page 725, Oakland County Records and designated as Oakland County Condominium Subdivision Plan No. 240, and any amendments thereto, together with an undivided interest in the general common elements and limited common elements as set forth in the above described Master Deed in Act 59 of the Public Acts of 1978, as amended

Commonly Known as: 1946 Parmenter Apt 305, Building 53, Segment 19 Tax ID #: 20-32-476-086

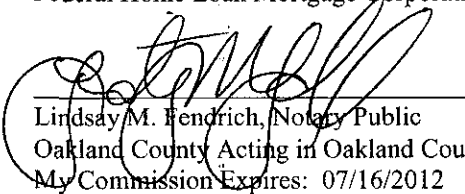
3. On or about February 12, 1997 a mortgage was executed between Roland C. Wiener, a single man to Homecomings Financial Network, Inc. for \$87,500.00 on February 12, 1997, recorded February 24, 1997 in Liber 17008, Page 710, Oakland County Records.
4. Said mortgage is currently held by Bankers Trust Company as Trustee.
5. That the law firm of Orlans Associates, P.C. was retained to foreclose the above mortgage by advertisement.
6. That in processing the foreclosure for the above mortgage, Orlans Associates, P.C. mailed a written Notice to the borrower(s) pursuant to MCL 600.3205a(1) and (2).
7. That a form of the above Notice was also published in a qualified newspaper in the manner provided in MCL 600.3205a(4).
8. That neither the borrower(s) nor a housing counselor requested the authorized Designee to set up a meeting to modify the mortgage, within the required time period as set forth in MCL 600.3205a(1)(d).
9. That more than 24 days passed since the written Notice was sent to the borrower(s), pursuant to MCL 600.3205a(1) and (2).
10. That the Notice of Foreclosure was not published until Orlans Associates, P.C. complied with MCL 600.3204(4).



Christene M. Richter

Attorney for Bankers Trust Company as Trustee ("the Mortgagee"), and The Federal Home Loan Mortgage Corporation, and is familiar with the facts set forth herein.

Subscribed and sworn to before me this 29th day of December, 2009, by Christene M. Richter, attorney for The Federal Home Loan Mortgage Corporation and is familiar with the facts set forth herein.



Lindsay M. Fendrich, Notary Public
Oakland County Acting in Oakland County, Michigan
My Commission Expires: 07/16/2012
Date Dated: 12/29/09

Drafted by and when recorded return to:

Christene M. Richter
Orlans Associates, P.C.
P.O. Box 5041
Troy, Michigan 48007-5401
(248) 502-1400 File Number: 280.9457

Dated: December 29, 2009


**DECLARATION REGARDING RIGHTS OF PARTY WITH AN INTEREST IN THE INDEBTEDNESS TO
BID AT SHERIFF'S SALE PURSUANT TO MCLA 600.3204 AND 600.3228**

Christene M. Richter, states as follows:

1. That I am an adult individual that is fully competent to testify to the facts as stated herein
2. That I am an attorney employed by Orlans Associates, P.C., attorneys for Bankers Trust Company as Trustee ("the Mortgagee"), and The Federal Home Loan Mortgage Corporation, their successors or assigns and am fully authorized to execute this affidavit on behalf of said parties.
3. That a certain mortgage made by Roland C. Wiener, a single man, original mortgagor(s), to Homecomings Financial Network, Inc., Mortgagee, dated February 12, 1997, recorded February 24, 1997 in Liber 17008, Page 710, re-recorded 4/29/1999 in Liber 19941, Page 209, ("the Mortgage"), Oakland County Records. Said mortgage is now held by Bankers Trust Company as Trustee by assignment dated February 24, 1997 and recorded on February 24, 2000 in Liber 21130, Page 507, Oakland County Records., encumbering a certain parcel of real property located in the City of Royal Oak, County of Oakland, and being further described as:

Apartment 305, Building 53, of Coventry Parkhomes-Segment 19 Condominium, according to the Master Deed recorded in Liber 5753, page(s) 52, last amended by amendment recorded in Liber 14227, page 725, Oakland County Records and designated as Oakland County Condominium Subdivision Plan No. 240, and any amendments thereto, together with an undivided interest in the general common elements and limited common elements as set forth in the above described Master Deed in Act 59 of the Public Acts of 1978, as amended
Commonly Known as: 1946 Parmenter Apt 305, Building 53, Segment 19 Tax ID #: 20-32-476-086

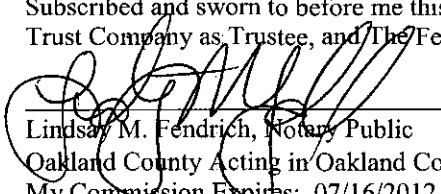
4. That as the Mortgagee under the mortgage described above, Bankers Trust Company as Trustee has initiated a foreclosure sale of the Mortgage scheduled for 01/05/10, pursuant to the Michigan foreclosure by advertisement statute, being MCLA 600.3201 et. seq.
5. That The Federal Home Loan Mortgage Corporation, their successors or assigns is the owner of the indebtedness, or currently holds an interest in the indebtedness, secured by the Mortgage.
6. That pursuant to MCL 600.3204 and MCL 600.3228, respectively, The Federal Home Loan Mortgage Corporation, their successors or assigns holds the right to foreclose the Mortgage or otherwise bid in the place of the Mortgagee at the above-referenced mortgage foreclosure sale.
7. That The Federal Home Loan Mortgage Corporation, their successors or assigns did, in fact, submit a bid in place and stead of the Mortgagee for the 01/05/10 mortgage foreclosure sale.
8. That upon completion of the foreclosure sale on 01/05/10, The Federal Home Loan Mortgage Corporation, their successors or assigns will hold the same rights, title, and/or interest in the Subject Property as that of a mortgagee purchasing at sale.
9. That The Federal Home Loan Mortgage Corporation's, their successors or assigns rights as described herein are limited solely to the right to bid and purchase at foreclosure sale in place of the Mortgagee, and does not constitute an assignment of mortgage or any other assignment of the security interest in the property, which was held by the Mortgagee at the time of foreclosure.



Christene M. Richter

Attorney for Bankers Trust Company as Trustee, and The Federal Home Loan Mortgage Corporation, their successors or assigns

Subscribed and sworn to before me this 29th day of December, 2009, by Christene M. Richter, attorney for Bankers Trust Company as Trustee, and The Federal Home Loan Mortgage Corporation, their successors or assigns



Lindsay M. Fendrich, Notary Public

Oakland County Acting in Oakland County, Michigan

My Commission Expires: 07/16/2012

Date Dated: 12/29/09

Drafted by and when recorded return to:

Christene M. Richter

Orlans Associates, P.C.

P.O. Box 5041

Troy, Michigan 48007-5401

(248) 502-1400 File Number: 280.9457

F

AFFIDAVIT DECLARING REDEMPTION DESIGNEE

STATE OF MICHIGAN)

ss)

COUNTY OF OAKLAND)

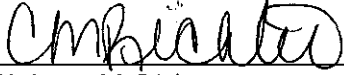
Christene M. Richter, states as follows:

1. That Christene M. Richter is the duly authorized attorney The Federal Home Loan Mortgage Corporation and is familiar with the facts set forth herein.
2. This affidavit is being filed to declare the redemption amount in relation to the property located in the City of Royal Oak, County of Oakland further described as:
Apartment 305, Building 53, of Coventry Parkhomes-Segment 19 Condominium, according to the Master Deed recorded in Liber 5753, page(s) 52, last amended by amendment recorded in Liber 14227, page 725, Oakland County Records and designated as Oakland County Condominium Subdivision Plan No. 240, and any amendments thereto, together with an undivided interest in the general common elements and limited common elements as set forth in the above described Master Deed in Act 59 of the Public Acts of 1978, as amended Commonly Known as: 1946 Parmenter Apt 305, Building 53, Segment 19 Tax ID #: 20-32-476-086
3. On or about February 12, 1997 a mortgage was executed between Roland C. Wiener, a single man to Homecomings Financial Network, Inc. for \$87,500.00 on February 12, 1997, recorded February 24, 1997 in Liber 17008, Page 710, Oakland County Records.
4. Said mortgage is currently held by Bankers Trust Company as Trustee.
5. Said mortgage is scheduled for foreclosure on the 5th day of January, 2010 for, \$65,000.00.
6. Redemption must include \$65,000.00, plus interest at the rate of 8.75% from January 5, 2010; at a per diem amount of \$15.58; plus additional expenses for Taxes; Redemption of Senior Liens; Condominium Assessments; Homeowner Assessments; Community Association Assessments; or Premiums for Insurance Policies and Redemption Servicing Fee. **An authorized computation of the above can be received only from the designee listed below.**
7. The Redemption Servicing Fee, as allowed by Michigan Statue is \$200.00, plus recording costs. The servicing fee is payable to Orlans Associates, P.C. and will be added to the redemption amount.

TO ORDER A REDEMPTION COMPUTATION CALL:
ORLANS ASSOCIATES, P.C., REDEMPTION DEPARTMENT
P.O. Box 5041
Troy, MI 48007-5401
248-502-1400

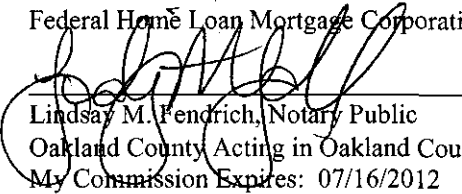
8. The Federal Home Loan Mortgage Corporation hereby appoints Orlans Associates, P.C. as its designee and pursuant to MCLA 600.3240 declares that a computation of the amount to redeem done by any other than Orlans Associates, P.C. is subject to the designee's audit of said computation and such redemption funds are subject to rejection.
9. A written, official computation of the redemption amount will be prepared by Orlans Associates, P.C., within a reasonable period of time for any and all who request such a computation.
10. Any redemption made without a written, current, computation provided by Orlans Associates, P.C. will be subject to audit and potential subsequent rejection of said funds.
11. Attention: REGISTER OF DEEDS; DO NOT accept redemption funds without a written, current redemption computation from Orlans Associates, P.C. Acceptance of funds without an Orlans Associates, P.C. computation will subject that redemption to an audit and potential subsequent rejection of the redemption funds.

12. The within Sheriff's Deed will become operative at the expiration of the redemption period, July 5, 2010, unless said date falls on a weekend, at which point the redeeming party or anyone claiming under him, will have until 5:00pm the following Monday to perfect their redemption; OR the property is determined abandoned pursuant to MCLA 600.3241a, in which case the redemption period will be 30 days from the date of sale, OR should the Sheriff's Deed not be recorded within 20 days from the date of the foreclosure sale, in which case the redemption period will be 6 months from the date of recording.



Christene M. Richter
Attorney for The Federal Home Loan Mortgage Corporation

Subscribed and sworn to before me this 29th day of December, 2009, by Christene M. Richter Attorney for The Federal Home Loan Mortgage Corporation



Lindsay M. Fendrich, Notary Public
Oakland County Acting in Oakland County, Michigan
My Commission Expires: 07/16/2012

Drafted by and when recorded return to:
Christene M. Richter
Orlans Associates, P.C.
P.O. Box 5041
Troy, Michigan 48007-5401
(248) 502-1400 File Number: 280.9457

Date Dated: 12/29/09

F

Oakland County

Exhibit H

Frank Deluca

From: Frame, Leigh - IA <Leigh.Frame@gmam.com>
Sent: Wednesday, July 07, 2010 3:43 PM
To: 'Foreclosuresales@freddiemac.com'
Subject: # [REDACTED] 7972 Roland C Wiener Estate 1946 PARMENTER ROYAL OAK MI 48073 GMAC
Acct # [REDACTED] 3416

Please place the REO on hold. The account is in litigation. The Plaintiff alleges that GMAC abandoned the mortgage workout effort underway with the estate and caused the property to be sold at sheriff's sale. Plaintiff currently seeking to extend redemption period (expires July 5). Claims are: Violation of MCL; Negligence; Breach of Contract; Agency/Respondent Superior; TRO and Permanent Injunction

Thank you,

Leigh A. Frame
Servicing Risk Team
Phone: 319-236-5378
Fax: 866-765-5976
email: leigh.frame@gmam.com

Exhibit I

OAKLAND COUNTY TREASURERS CERTIFICATE
 I HEREBY CERTIFY that there are no TAX LIENS or TITLES
 held by the state or any individual against the within description
 and all TAXES on same are paid for five years previous to the
 date of this instrument as appears by the records in the office
 except as stated.

SEP 23 2010

0139 455

1.00

ANDREW E. MEISNER, County Treasurer
 Sen. 138, Act 208, 1893 as amended

175621
 LIBER 42421 PAGE 725
 \$13.00 DEED - COMBINED
 \$4.00 REHABILITATION
 10/04/2010 09:35:49 A.M. RECEIPT# 75216

PAID RECORDED - OAKLAND COUNTY
 RUTH JOHNSON, CLERK/REGISTER OF DEEDS

COVENANT DEED

The Grantor Federal Home Loan Mortgage Corporation

Whose address is: 8200 Jones Branch Drive, McLean, VA 22102

Conveys to: Jeffrey Baskin, a single man and Lauren H Newman, a single woman, *as joint tenants with*Whose address is: 19898 Columbia, Berkley, MI 48072 *full rights of survivorship*

The following described premises situated in the City of Royal Oak, County of Oakland, and State of Michigan to wit:

Unit 305, Building 53, of Coventry Parkhomes-Segment 19 Condominium, according to the Consolidating Master Deed
 recorded in Liber 7152, page(s) 305, last amended by amendment recorded in Liber 14227, page 725, Oakland County
 Records and designated as Oakland County Condominium Subdivision Plan No. 240, and any amendments thereto,
 together with an undivided interest in the general common elements and limited common elements as set forth in the
 above described Consolidating Master Deed in Act 59 of the Public Acts of 1978, as amended.

More Commonly known as: 1946 Parmenter, Royal Oak, Michigan, 48073

Tax Item No.: 20 32 476 086

and

For the consideration of SIXTY SIX THOUSAND AND 00/100 DOLLARS (\$66,000.00)

MCL 207.526, section (h) (i) and MCL 207.505, section (h) (i)

Easements and restrictive covenants of record. Covenants, terms and provisions of the aforesaid master deed and to
 easements, restrictions and other limitations of record and all applicable laws and governmental regulations.

Subject to building and use restrictions of record.

AND GRANTOR, FOR ITSELF AND ITS SUCCESSORS DOES COVENANT, PROMISE AND AGREE, TO AND
 WITH GRANTEE, GRANTEE'S HEIRS AND ASSIGNS, THAT GRANTOR HAS NOT DONE OR SUFFERED TO BE
 DONE ANYTHING WHEREBY THE PREMISES HEREBY GRANTED ARE, OR MAY BE, IN ANY MANNER
 ENCUMBERED OR CHARGED, EXCEPT AS HEREIN RECITED; AND THAT GRANTOR WILL FOREVER
 DEFEND TITLE TO THE PREMISES, AGAINST ALL PERSONS LAWFULLY CLAIMING OR WHO MAY CLAIM
 THE SAME, BY, THROUGH OR UNDER GRANTOR BUT NOT OTHERWISE.

Dated this 20th day of September, 2010

(See Attached for Signatures)

Drafted by:

Jeffrey Baskin

Assisted By:

e Title Agency, Inc.

1650 W. Big Beaver

Troy, MI 48064

Record and Return to:

Jeffrey Baskin

1946 Parmenter

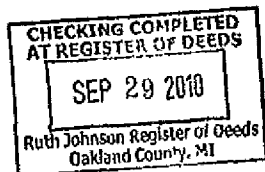
Royal Oak, MI 48073

File Number: 5.6283.2

Recording Fee: 18.00

County Transfer Tax:

State Transfer Tax:



RECEIVED
 OAKLAND COUNTY
 REGISTER OF DEEDS
 2010 SEP 29 PM 2:24

O.K. - L.G.

EXHIBIT

A

tabbles

Attached to and becoming a part of Covenant Deed for Property commonly known as 1946 Parmenter,
Royal Oak, Michigan 48073; File No. 5.6283.2

Witnessed:

Witness

Witness

Federal Home Loan Mortgage Corporation

By: Jennifer Butcher

Its: Attorney-in-fact

State of: Michigan
County of: Oakland

The foregoing instrument was acknowledged before me this this 20th day of September, 2010 by
Jennifer Butcher, Attorney-in-fact for seller of Federal Home Loan Mortgage Corporation

Milika K. Jones
Notary Public, Wayne County, MI
Acting in Official Capacity
My Commission Expires 10/10/2015

[Signature]
Notary Public
My Commission Expires 10/10/2015

END OF DOCUMENT

Exhibit J

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

GERARD WIENER, individually,
and as Personal Representative
of the Estate of Roland C. Wiener,
Plaintiff,

vs.

Case No. 11-10770

Hon. George Caram Steeh

BANKERS TRUST COMPANY, ET AL.,
Defendants.

AND RELATED CROSS-ACTIONS

The Deposition of PATRICIA L. SCULLY,
Taken at 280 West Maple Road, Suite 300,
Birmingham, Michigan,
Commencing at 8:36 a.m.,
Thursday, November 29, 2012,
Before Amy Tobias Lenga, CSR-4625.

1 APPEARANCES:

2

3 DAVID J. BROWN

4 David J. Brown

5 1135 Ulloa Street

6 San Francisco, California 94127

7 415.716.7786

8 Appearing on behalf of the Plaintiff.

9

10 FRANK M. DeLUCA

11 McKelvie DeLuca, PC

12 280 West Maple Road, Suite 300

13 Birmingham, Michigan 48009

14 248.952.5100

15 Appearing on behalf of the Defendants Bankers Trust

16 and GMAC.

17

18 JASON MILSTONE

19 Lefkofsky & Gorosh, PC

20 31500 Northwestern Highway, Suite 105

21 Farmington Hills, Michigan 48334

22 248.855.5508

23 Appearing on behalf of Jeffrey Baskin and Lauren

24 Newman.

25 ALSO PRESENT: Christine Buen - via telephone

1 TABLE OF CONTENTS

2 WITNESS PAGE

3 PATRICIA L. SCULLY

4 EXAMINATION

5 BY MR. BROWN: 4

6

7 EXHIBITS

8 EXHIBIT PAGE

9 (Exhibits attached to transcript.)

10 DEPOSITION EXHIBIT 1 21

11 DEPOSITION EXHIBIT 2 56

12 DEPOSITION EXHIBIT 3 62

13 DEPOSITION EXHIBIT 4 65

14 DEPOSITION EXHIBIT 5 67

15 DEPOSITION EXHIBIT 6 74

16 DEPOSITION EXHIBIT 7 77

17 DEPOSITION EXHIBIT 8 79

18 DEPOSITION EXHIBIT 9 79

19 DEPOSITION EXHIBIT 10 84

20 DEPOSITION EXHIBIT 11 90

21 DEPOSITION EXHIBIT 12 91

22 DEPOSITION EXHIBIT 13 93

23 DEPOSITION EXHIBIT 14 94

24 DEPOSITION EXHIBIT 15 99

25 DEPOSITION EXHIBIT 16 100

Birmingham, Michigan

Thursday, November 29, 2012

8:36 a.m.

PATRICIA L. SCULLY,

was thereupon called as a witness herein, and after
having first been duly sworn to testify to the truth,
the whole truth and nothing but the truth, was
examined and testified as follows:

EXAMINATION

BY MR. BROWN:

Q. Could you state your full name for the record, please?

A. Patricia Scully.

Q. Do you have a middle name?

A. Louise

Q. And have you ever used any other names?

A. No, I haven't. Well, Patricia Harvey when I was a
little girl. So I've been married -- I've been
Patricia Scully for 37 years, so.

Q. Okay. And for purposes of just things we might look
at on the record do you have any nicknames that are
used in business?

A. No.

Q. Are you represented by an attorney here today?

A. No, I'm not.

1 MR. DeLUCA: Well, I would let the record
2 reflect that I'm here on behalf of General Motors
3 Acceptance Corporation and Bankers Trust, and as a
4 witness I am representing her in this deposition.

5 MR. BROWN: Okay.

6 BY MR. BROWN:

7 Q. Do you agree with that, Ms. Scully?

8 A. Yes.

9 Q. Have you ever had your deposition taken before?

10 A. Yes. On this case?

11 Q. No. Any case?

12 A. Yes.

13 Q. How many times would you say?

14 A. Once.

15 Q. And how long ago was that?

16 A. Two or three years.

17 Q. Was it in connection with business?

18 A. Yes.

19 Q. And how long did it last?

20 A. A day.

21 Q. And do you remember the name of the case involved?

22 A. No, I don't.

23 Q. Do you remember the name of -- you don't need to tell
24 us, but do you remember the name of the customer of
25 GMAC if, in fact, the customer from GMAC was involved?

1 A. No, I don't.

2 Q. Was a customer from GMAC involved?

3 A. Yes.

4 Q. As you may recall, you're under oath and you need to
5 tell the truth, which I'm sure is what you intend to
6 do, correct?

7 A. Yes.

8 Q. Okay. And what you need to give me is your best
9 recollection in response to the questions I ask. If
10 you have some recollection but it's not as complete as
11 if it happened earlier this morning or something, give
12 me the recollection you have and if you want to label
13 it as vague or not complete or you think there's more
14 but you don't remember, just tell me that so I have a
15 sense of what your level of recollection is. On the
16 other hand, I don't want you just guessing or
17 speculating. I want what you, in fact, recall. Okay?

18 A. Yes.

19 Q. At some point in time you will have an opportunity to
20 review the transcript which comes out as a booklet
21 looking like a play script, your name, my name and
22 whoever else speaks, and what this court reporter's
23 recording as to what you say; and you'll have a chance
24 to correct or change any mistakes you think you made.
25 But at the same time I may later then have an

1 opportunity to ask you about your corrections and/or
2 point them out to somebody during a court proceeding
3 that here's what you originally said and here's what
4 you did to correct. Do you understand that?

5 A. Yes.

6 Q. One of the things that we both have to do is be
7 audible, and you're doing well in that regard so far.
8 So I don't see it as a problem. But shaking your head
9 or nodding or making more conversational kind of
10 gestures with your arms or head or something doesn't
11 get easily recorded by the court reporter. So
12 speaking is a key to all this. Okay?

13 A. Yes.

14 Q. And I'll try and ask that you let me finish my
15 questions before you answer them so you hear the full
16 question, and I'll try and make sure you've completed
17 your answer before I ask my next question. If for
18 some reason I interrupt your answer because you, one,
19 interrupted or, two, you paused so I thought you were
20 done, just tell me and we'll let you get the complete
21 answer to the question that's pending before we go to
22 the next question. But I need your help in that if I
23 don't know that you hadn't finished. Okay?

24 A. Yes.

25 Q. If you don't understand a question tell me and I'll

1 try to help clarify the question. Okay?

2 A. Yes.

3 Q. During the course of the deposition from time to time
4 attorneys may make objections to a question, often as
5 to the form of the question, occasionally for some
6 other reason. But unless your attorney, for purposes
7 of being a witness at the deposition, tells you not to
8 answer or instructs you not to answer you have to go
9 ahead and answer even after he's objected. Okay?

10 A. Yes.

11 Q. Are you under the influence of any substance, and that
12 could range from prescription medication to drugs to
13 alcohol, to whatever, that you believe would affect
14 your ability to recall or testify today?

15 A. No.

16 Q. Okay. Let me ask you another routine question that I
17 ask everybody, so please don't be offended. Have you
18 ever been convicted of a felony?

19 A. No.

20 Q. Have you ever in your life seen or talked with Roland
21 Wiener?

22 A. Yes.

23 Q. Not Gerard, Roland.

24 A. Oh, Roland's the father?

25 MR. DeLUCA: Yes.

1 BY MR. BROWN:

2 Q. Roland's the father.

3 A. No.

4 Q. And have you ever -- I know you talked with Gerard
5 Wiener and corresponded with him by e-mail and
6 otherwise in writing, have you ever actually met him
7 face-to-face?

8 A. No.

9 Q. How about Walter Pookrum?

10 MR. DeLUCA: How about what?

11 BY MR. BROWN:

12 Q. Have you ever met or seen him?

13 A. No.

14 Q. You have corresponded with him, correct?

15 A. Yes.

16 Q. And you've talked with him on the telephone?

17 A. Yes.

18 Q. What, if anything, did you do to prepare for this
19 deposition today?

20 A. I went over some notes and e-mails that were provided
21 to me.

22 Q. Who provided them to you?

23 A. Our counsel from GMAC.

24 Q. Which counsel was that?

25 A. Christine Buen, B-u-e-n.

1 Q. Anything else?

2 A. No.

3 Q. And what were the nature of the notes you looked at
4 that you just referred to?

5 A. E-mails that went back and forth from Pookrum and
6 myself and Wiener and myself.

7 Q. Okay. In that regard, can you and I agree that if we
8 refer to Wiener or Mr. Wiener we mean Gerard; and if
9 for some reason we're referring to the father we'll
10 use his full name, Roland Wiener, so we can tell the
11 difference with having two Wiener names in the case;
12 is that agreeable?

13 A. That's agreeable.

14 Q. And other than what you've told me did you do anything
15 else in preparation for the deposition?

16 A. I prepped with Frank and Christine.

17 Q. When you prepped with Christine was there anyone else
18 present in addition to Christine and yourself?

19 A. I don't recall.

20 Q. And when you prepped with Frank was there anyone in
21 addition to yourself and Mr. DeLuca present?

22 A. By phone Christine was.

23 Q. Okay. When did you first learn that there was a
24 lawsuit that Mr. Wiener had brought against GMAC and
25 others with respect -- that has evolved in the lawsuit

1 that you're here for the deposition for?

2 A. I don't recall that date.

3 Q. Do you recall the general timeframe even if you don't
4 recall the specific date?

5 A. 2011 sometime. I'm not sure.

6 Q. If it helps you at all the case was filed in mid 2010.
7 Do you think you first heard about it shortly after it
8 was filed or do you know if it was sometime well after
9 it was filed?

10 A. I don't recall.

11 Q. If you could give me a very brief synopsis of what
12 your education after high school has been?

13 A. I have a Michigan real estate license.

14 Q. Anything else?

15 A. No.

16 Q. Have you had any training or educational courses
17 offered by your employers as part of your employment?

18 A. Yes.

19 Q. And what are the nature of those educational courses?

20 A. Through Allied Bank we have to take courses, money
21 laundering, office etiquette. They're just courses
22 that we take online that are mandatory learning
23 assignments through Allied Bank.

24 Q. Any other kinds of courses you've taken --

25 A. No.

1 Q. -- in your employment? If you could give me a brief
2 employment history starting with your first job after
3 you were 18 and proceeding thereafter?

4 A. My first job was at Budd Wheel in Detroit. Then in
5 1978 I worked for -- I got into the mortgage business
6 for James T. Barnes. Then I drove a bus for East
7 Detroit Public Schools. Went back into the mortgage
8 business around 1985 for Community Central Savings
9 Bank. From '85 to -- let's see. '85 to probably in
10 the early nineties I worked for Community Central
11 Savings Bank. Then I went to Mortgage Corporation of
12 America. Mortgage Corporation of America to Financial
13 Enterprises. I worked for Shore Bank. I was a
14 bartender at the same time for Am Vet's Post 57 in
15 Harper Woods, Michigan. Then in 1986 I was hired by
16 GMAC.

17 Q. Does that complete your answer?

18 A. That would conclude my answer.

19 Q. Okay. I think you said '85 to early nineties Mortgage
20 Corp. of America, is that correct?

21 A. That's correct.

22 Q. And then you went to Financial Enterprises?

23 A. Correct.

24 Q. How long were you there?

25 A. About a year. The company went defunct.

1 Q. Okay. And then Shore Bank, how long were you at Shore
2 Bank?

3 A. I worked as a freelance collections inspector for two
4 years for Shore Bank.

5 Q. And then from '86 you went to work for GMAC and remain
6 employed in various capacities by them since then?

7 A. That's correct.

8 Q. And you're employed by them today, correct?

9 A. Correct.

10 Q. If you could give me a listing of your various jobs at
11 GMAC over time, please.

12 A. Loss mitigation, community relations specialist is the
13 only job I've had since I've been there in 1986.

14 Q. And sorry, can you tell me again, loss --

15 A. Loss mitigation and community relations specialist.

16 Q. And over the time from '86 to present has the nature
17 of that job changed as time has passed?

18 A. It's remained pretty consistent since I became
19 employed. More travel was involved than I ever
20 thought, but the logistics of the job are the same.

21 Q. And what are the logistics of the job?

22 A. Working with borrowers to help mitigate any kind of
23 loss, if they're having a financial hardship, working
24 with nonprofits in the community and doing community
25 outreach.

1 Q. What sort of work do you do with nonprofits?

2 A. Put on educational functions for borrowers, explain to
3 them about their mortgage, work with a lot of
4 nonprofits that borrowers go to see. They refer the
5 client to me so I can be the liaison between the
6 nonprofit and GMAC, loss mit.

7 Q. And for your loss mitigation activities directly with
8 borrowers what is it you do?

9 A. Meet face-to-face, collect information, their
10 financial information, their hardship information and
11 submit it to GMAC loss mit.

12 Q. And when you submit it to GMAC loss mit, and loss mit
13 means loss mitigation, correct?

14 A. Correct.

15 Q. When you submit it to GMAC loss mit who are you
16 submitting it to and what are they to do with it?

17 A. We have a platform and we have several locations. We
18 have a Dallas location, a Waterloo, Iowa location, and
19 that goes through depending on who the investor is or
20 the type of loan it is, it filters through to the Loss
21 Mitigation Department that would handle that specific
22 investor loan type, et cetera.

23 Q. And what does loss mit do with it after you've
24 submitted whatever it is?

25 A. They evaluate the financials in accordance with the

1 guidelines.

2 Q. And what is their purpose -- for what purpose are they
3 evaluating the financials?

4 A. To see if we can mitigate any loss and get the
5 borrower back on track in some form.

6 Q. So work out a plan where the borrower can financially
7 find a way to get back on track without failing in
8 that and leaving the owner of the loan with a problem
9 of what to do with it or whether to foreclose, is that
10 correct?

11 A. Correct.

12 Q. And you say meet guidelines, whose guidelines are you
13 trying to meet?

14 A. It depends on the loan type it is. If it's a
15 government subsidized entity, if it's GMAC's own loan.
16 There's several. We service loans for investors.

17 Q. Okay. When Roland Wiener's loan became being
18 administered by Gerard Wiener after Roland had died,
19 and the loss mitigation efforts in that regard, were
20 you looking at any specific guidelines in that regard?

21 A. I don't --

22 MR. DeLUCA: Do you understand the question?

23 THE WITNESS: Not really.

24 BY MR. BROWN:

25 Q. Let me try this. Let me make it more direct. That

1 will help. With respect to the Wiener loan were the
2 guidelines involved those of Freddie Mac because
3 Freddie Mac was the owner of the loan?

4 A. We, as GMAC, on part of the Freddie Mac portfolio had
5 delegated authority so we could make our own
6 decisions.

7 MR. DeLUCA: But listen -- Pat, listen to
8 the question. Do you understand the question that he
9 was asking?

10 A. Can you repeat it?

11 BY MR. BROWN:

12 Q. Well, the question is that if in doing loss
13 mitigation, you or the loss mitigation group with whom
14 you worked, were looking at what had been submitted
15 and what the guidelines were for doing some kind of
16 loss mitigation plan, whose guidelines were you
17 looking at with respect to the Wiener loan?

18 A. It would have been Freddie Mac.

19 Q. Am I correct that those guidelines periodically change
20 from time to time?

21 A. I can't answer that question. I'm not sure of it.

22 Q. Okay. When did you first become involved in the
23 Wiener loan?

24 A. If I recall correctly, August of 2010. Or maybe it
25 was 2009. Yeah.

1 Q. 2009?

2 A. Yeah.

3 Q. Okay. And how did you become involved?

4 A. Received a phone call, but I don't recall if it was
5 from Gerald or Pookrum.

6 Q. By Gerald do you mean Gerard?

7 A. Correct.

8 Q. Do you have any understanding as to how the phone call
9 went to you, without regard to whether it was Gerard
10 or Mr. Pookrum, as opposed to going to somebody else
11 in loss mitigation?

12 A. Orlans, the attorney of record for GMAC that handles
13 our foreclosures, gave my name and number to Gerard or
14 Pookrum.

15 Q. Do you have any understanding as to why Orlans gave
16 your name as opposed to somebody else's name?

17 A. Because I am the local presence for GMAC.

18 Q. At the time Orlans gave you that did they give you any
19 background as to what had been going on with the
20 Wiener loan and Mr. Pookrum and Mr. Wiener that
21 appeared to have Mr. Wiener and Mr. Pookrum somewhat
22 frustrated at trying to deal with GMAC?

23 A. No.

24 Q. Is it correct that at the time Orlans referred them to
25 you that Orlans was somewhere in a foreclosure process

1 mode on the loan?

2 A. Correct.

3 Q. To your knowledge, and setting aside Orlans for the
4 moment, who else, if anyone, had been involved in
5 trying to deal with the Wiener loan prior to you?

6 A. To my knowledge of today?

7 Q. To your knowledge today, yeah.

8 MR. DeLUCA: Do you understand the question,
9 Patty?

10 A. I would have never known anybody was involved until I
11 would have started looking at this, you know, knowing
12 the facts of the case.

13 BY MR. BROWN:

14 Q. Let me rephrase the question.

15 A. Okay.

16 Q. With the knowledge you have today who prior to you,
17 and setting aside Orlans for the moment, had been
18 dealing with Mr. Wiener and Mr. Pookrum with respect
19 to the Wiener loan?

20 A. I don't know of any individuals by name that were
21 dealing with them.

22 Q. Do you know of any of GMAC's units or groups,
23 divisions, or whatever they choose to call them, who
24 were dealing with them, obviously when you became
25 involved and loss mitigation became involved, any

1 other groups that might have been involved?

2 A. With the knowledge that I know of today it's my
3 understanding he was in contact with the Assumption
4 Department.

5 Q. What's your understanding back in the 2009 timeframe
6 did the Assumptions Department do when it was dealing
7 with customers?

8 MR. DeLUCA: If you know, Patty.

9 A. Yeah, I don't have any knowledge of that.

10 BY MR. BROWN:

11 Q. Well, do you have any general knowledge as to what,
12 how the Assumption Department differs from the Loss
13 Mitigation Department?

14 A. You want me to explain to you what the difference is
15 with an assumption as to loss mit?

16 Q. Well, in terms of how GMAC then chose to do business
17 they had apparently an Assumption Department and a
18 Loss Mitigation Department. You've given me a brief
19 description of what loss mitigation did and does.
20 What did assumption do or now do?

21 MR. DeLUCA: You mean as to this part --

22 MR. BROWN: As a group.

23 A. Of the Assumption Department?

24 BY MR. BROWN:

25 Q. Yes.

1 A. People that want to assume a loan have to send in
2 particular documentation. The requirements that are
3 needed to assume a particular loan, and the Assumption
4 Department guides them along with that.

5 Q. In that general timeframe of 2009 did GMAC have a
6 department that was called collections or some word
7 that would be a substitute for the word Collections
8 Department where they were just trying to collect as
9 to a loan?

10 MR. DeLUCA: I am going to object to the
11 form of the question. It lacks foundation. Go ahead.
12 If you understand you can answer.

13 A. As a bank or as a mortgage company we have a
14 Collections Department.

15 BY MR. BROWN:

16 Q. Would it have dealt with customers on delinquent loans
17 to your knowledge?

18 A. Yes.

19 Q. Do you know if the Wiener loan had been dealt with at
20 all by the GMAC Collections Department?

21 A. No, I don't.

22 Q. Did GMAC have a Foreclosure Department?

23 A. Yes.

24 Q. And to your knowledge, did the Wiener loan get handled
25 at all by the Foreclosure Department?

1 A. Yes.

2 Q. What's your understanding of what the handling of the
3 Wiener loan by the Foreclosure Department was?

4 MR. DeLUCA: Objection. Lack of foundation.
5 Go ahead and answer if you can.

6 A. It was sent to attorney Orlans' office to commence
7 with foreclosure proceedings.

8 BY MR. BROWN:

9 Q. And was it, to your understanding, the Foreclosure
10 Department that would decide when and under what
11 circumstances it would pass a loan to the Orlans Law
12 Firm for foreclosure?

13 MR. DeLUCA: Objection. Lack of foundation.

14 A. I can't answer that question.

15 BY MR. BROWN:

16 Q. Why can't you answer that question?

17 A. I don't know the procedures that go on with the
18 Foreclosure Department before they make a decision to
19 send it to the attorney.

20 MR. BROWN: Okay. Why don't we take a very
21 brief break just so I can get a document out.

22 (Off the record at 9:07 a.m.)

23 (Back on the record at 9:12 a.m.)

24 MARKED BY THE REPORTER:

25 DEPOSITION EXHIBIT 1

1 9:12 a.m.

2 MR. BROWN: Let's go back on. We have
3 started with now Exhibit 1 to the Scully deposition.
4 Let me describe briefly what it is. It's a document
5 or a group of pages produced by GMAC in this case with
6 Bates numbers 0545 through 0600. It is one of the few
7 documents that I have multiple copies of so I can
8 actually give you one.

9 MR. DeLUCA: Oh, okay.

10 BY MR. BROWN:

11 Q. It has the -- we'll all take our time because it has
12 the disadvantage that it's not exactly what you call
13 in bold print. It's in rather small print. It is
14 what it is. Here's the original exhibit, Ms. Scully,
15 if you want to look at this.

16 A. You know, I have to get my other glasses. I have to
17 bring them out.

18 Q. Ms. Scully, do you now have Exhibit 1 before you?

19 A. Yes.

20 Q. If you could just sort of briefly glance through and
21 tell me if you believe you've seen this before or not?

22 A. I've never seen this before.

23 Q. Okay. If you notice on the first page, and, in fact,
24 I think it's on every page. At the top it says
25 display/history. Do you know what a display/history

1 is?

2 A. Yes.

3 Q. What is it?

4 A. It's a history of transactions on the loan from the
5 inception of the loan to the present.

6 Q. And how is the history collected, if you know, in
7 general terms?

8 MR. DeLUCA: I am going to place an
9 objection on the record. At this point this witness
10 is a fact witness, is not called to testify as to
11 policies and procedures of GMAC, and to the extent it
12 goes beyond her knowledge I think that there's a lack
13 of foundation. And I think that this witness is not
14 capable of testifying as to those specifics. You can
15 answer.

16 BY MR. BROWN:

17 Q. Do you have any knowledge as to how the information is
18 collected that ends up being, in this instance, placed
19 on a display/history if someone chooses to print it
20 up?

21 A. Well, it's not my department. No.

22 Q. Do you ever make entries, to your knowledge, that
23 would end up on a display/history if one were drawn up
24 after you made entries?

25 MR. DeLUCA: Objection. Lack of foundation.

1 Do you understand the question?

2 A. Can you repeat it again?

3 MR. BROWN: Would you read it back.

4 (The requested portion of the record was
5 read by the reporter at 9:16 a.m..

6 "Question: Do you ever make entries, to
7 your knowledge, that would end up on a
8 display/history if one were drawn up after
9 you made entries?")

10 A. Yes.

11 BY MR. BROWN:

12 Q. What kinds of entries in your loss mitigation work
13 would you do that would end up on the display/history
14 in the usual course of business?

15 A. It would be my conversation with the borrower that I
16 would enter to reflect.

17 Q. That would be a brief synopsis of your conversation
18 with the borrower?

19 A. Correct.

20 Q. And do you do that with all conversations with all
21 borrowers or just certain conversations?

22 A. Try to do it with most. It just depends.

23 Q. What does it depend on?

24 A. If I record -- if I put it on or not.

25 Q. Okay. And do you have any criteria you use in

1 deciding whether to put it on or not?

2 A. No.

3 Q. If you look at the part that's in reverse type where
4 it's black background and white type at the top, do
5 you see that? It reads like transaction, add a date
6 or trans add a date, trans type, et cetera. Do you
7 see that?

8 A. Yes.

9 Q. Under trans type when you make entries what trans type
10 would appear there?

11 A. It just depends on how I enter it. If it's an -- most
12 of mine would be NT's, notes.

13 Q. That stands for note?

14 A. Correct.

15 Q. Are some of these entries made mechanically from a
16 computer program that exists in GMAC's computer
17 system, do you know?

18 A. I can't answer that. I don't know.

19 Q. If I could direct your attention to page 0566. It's
20 close to halfway through. Do you have that page
21 before you?

22 A. I do.

23 Q. If you look at the set of entries for 4/14/2009, that
24 would be the date of the activity, correct?

25 A. Correct.

1 Q. And the NT would be -- transaction type would be a
2 note, correct?

3 A. Correct.

4 Q. And under the area ID that originated the message,
5 here it's ASM. Is that the Assumption Department?

6 A. Yes.

7 Q. If you look over to the transaction it appears to be
8 somebody's synopsis of an interaction with Gerard
9 Wiener, correct?

10 A. Correct.

11 Q. When these kinds of notes were made -- let me narrow
12 the question. When you make notes similar to what we
13 see here where it's an NT and then you put in some
14 interaction with borrower, do you make that entry
15 usually at or near the time that the conversation
16 occurred?

17 A. Yes.

18 Q. And you are attempting to make it as accurate as you
19 can, correct?

20 A. Yes.

21 Q. If you look on the line that's -- if you go down two
22 rows below where the last ASM is you'll see the note
23 about interacting with Mr. Wiener. It goes on and
24 says "advised B1 is deceased." Do you see that?

25 A. Yes.

1 Q. In the normal course of things at GMAC would B1 be the
2 borrower one, prime borrower?

3 A. Yes.

4 Q. If you look at the next to last row under NT, in that
5 row of NT entries, it says, "For further
6 assist.justlink." Do you know what that means?

7 A. No.

8 Q. If you look at the fourth row from the bottom the
9 transaction type is a D28. Any idea what a D28 is?

10 A. No.

11 Q. And you'll see that the transaction is a forced
12 billing statement from report R628. Do you know what
13 a forced billing statement is?

14 A. No.

15 Q. Do you have any idea -- strike that. Do you know what
16 a transaction -- if you turn to the next page, which
17 is 567, do you know what a DMD is for transaction
18 type?

19 A. No.

20 Q. If you'll see for the third one down on page 567
21 there's in all caps "left MSG," presumably meaning
22 left message. Do you know if that's someone from GMAC
23 calling the borrower or his representative or is that
24 the borrower representative calling GMAC?

25 MR. DeLUCA: Are you finished?

1 MR. BROWN: Yes.

2 MR. DeLUCA: Again, I am going to object.

3 This witness is not here to testify about this
4 particular computer entry or documentation of notes
5 that she did not make. I don't think there's any
6 foundation laid that she can testify as to what these
7 various acronyms mean, these various different notes
8 mean that she did not make into the system. So to the
9 extent that she doesn't have that knowledge I think
10 there's no foundation here for her to answer these
11 questions.

12 MR. BROWN: Well, asking her if she knows
13 what it means is asking her if she has that knowledge.
14 She says she doesn't know, she doesn't know. In the
15 past in asking about this document I've moved on. So
16 I'm not quite sure why you're making an objection.

17 MR. DeLUCA: Well, again, to the extent that
18 you continue to ask these questions I am going to have
19 a continuing objection on the record that there's a
20 lack of foundation.

21 BY MR. BROWN:

22 Q. On the entry that I was just discussing, the third one
23 down on 567, do you know what left message means in
24 terms of who left the --

25 A. No.

1 Q. -- message to whom?

2 A. No.

3 Q. If you turn to page 570, do you have that in front of
4 you?

5 A. Yes.

6 Q. If you look at the first entry where the transaction
7 type is NT for 6/24/09. Do you see that?

8 A. Yes.

9 Q. And there the area ID that originated the message is
10 HMPS. Do you know what HMPS is?

11 A. No.

12 Q. You'll see that several places in this page,
13 essentially all but one of the transaction types on
14 the next page, are FOR. Is that having to do with
15 foreclosure, to your knowledge?

16 A. I can't answer that question.

17 Q. And why can't you answer that question?

18 A. I'm not sure.

19 Q. All right. If you go to page 573, please. At the
20 bottom of the page there are a number of entries for
21 7/27/2009, transaction type DM. Do you know what DM
22 is?

23 A. No, I don't.

24 Q. If you'd read the entries that's associated with those
25 rows where the transaction type is DM, looking at it

1 do you know if that's an entry you made?

2 A. I did not make those entries because it's not my
3 teller number.

4 Q. Am I correct that you don't know whose teller number
5 it is?

6 A. Correct.

7 Q. And would a teller number be a number that identifies
8 specific individuals within the bank?

9 A. Yes.

10 Q. On the next page, which is 574, if you go down to
11 where there's a series of NT transaction types notes,
12 on 7/27/09 there are a number that were made by LMT.
13 Do you know who LMT is?

14 A. No.

15 Q. Has your teller number remained the same since you've
16 been at GMAC?

17 A. Yes.

18 Q. And what is it?

19 A. 20798.

20 Q. 20798, correct?

21 A. Correct.

22 Q. And so for any entry made that would show up in a
23 display/history that you made it should have your
24 teller number, which is the number you just gave me,
25 correct?

1 A. Correct.

2 Q. If you'd turn to page 578. About halfway down there
3 begins a series of entries, all of which are on
4 8/25/2009, with the area that originated the message
5 is LMT and the teller number is 20798. Do you see
6 that?

7 A. Correct. Yep.

8 Q. And that's you, correct?

9 A. Yes.

10 Q. And LMT is loss mitigation?

11 A. I'm not sure. I don't know what that code -- I don't
12 see that code.

13 Q. Do you have any idea as to how that code got placed
14 and linked to your teller number?

15 A. No.

16 Q. Looking at the entries for those notes do you recall
17 making them?

18 A. Yes.

19 Q. If you look at the fourth entry up from the bottom in
20 the transaction there's a word account and then "P.
21 Scully/HOPE." P. Scully is you, correct?

22 A. Correct.

23 Q. What's HOPE?

24 A. That's the department I work in, HOPE. Homeownership
25 Preservation Enterprise, all caps.

1 Q. And the notes says, "Help the borrower find a way to
2 retain ownership of their home in some kind of workout
3 scenario"?

4 A. Yes.

5 Q. If you look at entries on page 0579 you'll see about
6 the sixth one down there's a entry with your teller
7 number, correct?

8 A. Yes.

9 Q. I see that there the ID that originated the message is
10 HARR. Do you have any idea what that is?

11 A. That's a code that I entered.

12 Q. What's that code mean?

13 A. It was referred to me by an attorney.

14 Q. Who was that?

15 A. Orlans.

16 Q. Do you recall who at Orlans?

17 A. No.

18 Q. Without telling me specifically what the communication
19 was between you and Orlans, do you know how you came
20 to be discussing anything with Orlans with respect to
21 the Wiener loan such that the attorney told you that
22 code to use?

23 A. No. This code is the code that I put in so we know --
24 how do I. We have a code -- a code that gets entered
25 so we know where it came from. It either came from a

1 nonprofit, an attorney's office, some -- you know, we
2 have a couple of codes that we enter ourself (sic).

3 MR. DeLUCA: Does this mean a referral?

4 THE WITNESS: Yeah. Like HCRP would mean
5 it came from a nonprofit.

6 BY MR. BROWN:

7 Q. So HARR means it came from an attorney's office?

8 A. Yes.

9 Q. And if you look at the entry under transaction you say
10 referral from Orlans, correct?

11 A. Yes.

12 Q. And what did you record the referral from Orlans on --
13 what did you have to do to get it into the system or
14 to put it into the system, if you know?

15 A. Enter the code, type my message, hit enter updates
16 the system.

17 Q. Okay. And then later on if you wanted to refer back
18 as to what had happened with the loan you could pull
19 this, what's now a hard copy display you can pull up
20 on your computer screen and look at it, correct?

21 A. Enter my teller number and see all -- everything that
22 I did on this loan.

23 Q. Could you see everything anybody did?

24 A. If I know their teller number.

25 Q. But you have to have a teller number to see more than

1 your own entries?

2 A. No. You can look at the history. You can go back and
3 look at the history. You can scroll forward or scroll
4 backwards.

5 Q. So that if you chose to look at the entry you made
6 that we've just been discussing and you wanted to look
7 back to see what had happened the week before you
8 could physically do that on the computer?

9 A. Correct.

10 Q. Okay. Looking at the bottom of this page you'll see
11 towards the bottom there's some more entries you made.
12 You see where the teller is 20798?

13 A. Correct.

14 Q. And on the first line you entered it says "send CI to
15 Detroit HOPE office, is going to meet." Correct?

16 A. Correct.

17 Q. What's the CI mean?

18 A. Called in.

19 Q. A couple lines down, I assume where it says poo mini
20 you meant pool money, correct, and that's just a typo?

21 A. Yes.

22 Q. Then the next line it says "and PIF." Who or what is
23 PIF?

24 A. Pay in full.

25 Q. A couple lines down you say -- well, one line you say,

1 "disclosure submitted with either requests for loan
2 MOD." That's modification, correct?

3 A. Correct.

4 Q. Or SPO. What's SPO?

5 A. Short payoff.

6 Q. And what's a short payoff?

7 A. When it's agreed upon that the bank will accept less
8 than what's due on the loan.

9 Q. You then say "B1 understood." B1's referring to whom?

10 A. Must have been Gerard.

11 Q. And would he become B1 since he was the estate
12 representative?

13 A. No. That's an error. I shouldn't have referred to
14 him as B1.

15 Q. What would you call him?

16 A. A3P, authorized third party.

17 Q. And it's your conclusion that he understood what you
18 were telling him, correct?

19 A. Correct.

20 Q. That's what B1 understood?

21 A. Correct.

22 Q. So certainly at that point one of the options when you
23 made this entry, one of the options Mr. Wiener
24 considered was paying the loan off, correct?

25 A. Again?

1 Q. Let me say it again. At or around the time you made
2 this entry in late August of 2009 Mr. Wiener told you
3 that one of the options he and his family were
4 considering would be just to do a payoff of the loan,
5 correct?

6 A. That's correct.

7 Q. Do you recall what other options he was considering?

8 A. No, I don't.

9 Q. Do you recall if he was considering other options?

10 A. No, I don't.

11 Q. If you look at the last entry on the page just tell me
12 if you have any understanding as to how that entry was
13 made?

14 A. I'm sorry, what entry are you talking about?

15 Q. The last one, the one where the transaction type is OL
16 and there's no teller number.

17 A. I don't know.

18 Q. Okay. Turn to page 581. Then about the next ten plus
19 entries are made by you, correct?

20 A. Correct.

21 Q. I know that and you know that because of your teller
22 number being there?

23 A. Correct.

24 Q. It starts with, "Please send a family transfer package
25 to." Is that -- what did you intend by that? Are you

1 telling somebody to send a package or is that Mr.

2 Wiener telling you -- asking you to send a package?

3 A. I am typing a message there.

4 Q. Were you directing somebody to send something I guess
5 is my question?

6 A. Yes.

7 Q. Who were you directing?

8 A. It should have been the Assumption Department.

9 Q. What you were intending is to get them to send the
10 collection of papers they would want for Gerard and
11 his sisters to assume the loan, correct?

12 A. Correct.

13 Q. And you, in fact, then provided an address, correct?

14 A. Correct.

15 Q. If you look at the next to last row where you were
16 making your entries on September 15th, "rep requests
17 sent via e-mail to R. Modade," is that correct?

18 A. Correct.

19 Q. And R. Wirz. Are those people?

20 A. Yes.

21 Q. And are they people that you understood to be in the
22 Assumption Department?

23 A. Yes.

24 Q. Do you know if they ever did send an assumption group
25 of papers to Mr. Wiener?

1 A. Yes.

2 Q. And how do you know that?

3 A. Through my knowledge of this loan.

4 Q. Okay. Do you have any more specific recollection as
5 to how you know that particular piece of information?

6 A. No.

7 Q. Okay. The next entry for you appears to be on
8 10/8/2009 starting at the bottom of page 581 and going
9 on for a fair amount, to 582. Do you see that?

10 A. Yes.

11 Q. And those your entries, again, because of your teller
12 number, correct?

13 A. Yes.

14 Q. Starting back at the beginning of that entry it says,
15 "Upon receipt of the first installment on the
16 forbearance I can cancel the FCC." That means
17 foreclosure sale?

18 A. Correct.

19 Q. How would you go about canceling a foreclosure sale?
20 What would you do?

21 A. Contacting Orlans' office.

22 Q. And the Orlans' office would take your direction in
23 that regard?

24 A. Yes.

25 Q. Did you have to contact anyone at Freddie Mac in that

1 regard?

2 A. No.

3 Q. So you had the authority on behalf of the owner of the
4 loan at that point, to your understanding, to cancel
5 the foreclosure?

6 A. Yes.

7 Q. How did you know you had that authority?

8 A. We had delegated authority at that time.

9 Q. And you'd done it times before?

10 A. Yes.

11 Q. And nobody had ever complained about you doing it,
12 correct?

13 A. Yes.

14 Q. And in what written document, if any, to your
15 knowledge, was that delegated authority written?

16 A. I have no knowledge of that.

17 Q. How do you know you had delegated authority?

18 A. Through supervision, talks with management.

19 Q. And this would be supervision by -- from people at
20 GMAC?

21 A. Correct.

22 Q. And talks with management from people at GMAC?

23 A. Correct.

24 Q. And in that regard with respect to your delegated
25 authority to, if you wanted to or felt it appropriate,

1 cancel a foreclosure, do you recall who in management
2 authority told you that?

3 A. My immediate supervisor at the time.

4 Q. And who was that?

5 A. Gary Neauman.

6 Q. Can you spell his last name?

7 A. N-e-a-u-m-a-n.

8 Q. Do you know where Mr. Neauman is these days?

9 A. He's working with another company.

10 Q. Which one?

11 A. Fannie Mae.

12 Q. Do you know where geographically?

13 A. In Dallas, Texas.

14 Q. Do you know in what department or function?

15 A. No.

16 Q. Was his background in loss mitigation?

17 A. I can't answer that question.

18 Q. You don't know?

19 A. I don't know. No.

20 Q. Have you stayed in contact at all with Mr. Neauman?

21 A. Occasionally.

22 Q. Continuing on with looking at this entry. You seem to
23 be saying that if you received the first installment
24 on the proposed forbearance you can cancel the
25 foreclosure sale, then the estate will have time to

1 decide how they wish to proceed. Do you see that?

2 A. Yes.

3 Q. And what is your understanding as to what options the
4 estate was considering in trying to decide how it
5 would wish to proceed? In other words, they wanted
6 more time, you were going to give more time if they
7 did certain things. What did they want more time to
8 do? What were the alternatives, if you know, they
9 were considering?

10 A. I don't know what they were considering.

11 Q. You don't recall whether Mr. Wiener ever told you what
12 options they were considering?

13 A. No.

14 Q. He may have, is that correct?

15 MR. DeLUCA: The witness testified she
16 doesn't recall.

17 A. Yeah, I don't recall.

18 MR. BROWN: Well, she may feel positive he
19 never told her. I'm trying to find out whether she
20 doesn't recall or whether --

21 MR. DeLUCA: I think she answered the
22 question.

23 BY MR. BROWN:

24 Q. And later in these entries, which are now on 582, you
25 describe your six month proposal, correct?

1 A. Correct.

2 Q. A ways down in your entry you refer to Mr. Wiener's
3 health issue. That was his stroke, correct?

4 MR. DeLUCA: I'll object. Lack of
5 foundation.

6 BY MR. BROWN:

7 Q. It says, "I have sent a family transfer back to
8 Gerard, but with his health issue we've been unable to
9 get anything done." Do you see where you wrote that?

10 A. On page 582?

11 Q. Yes. It's probably about 12 or so entries down from
12 the top.

13 A. Oh, I see. All right. Your question to me again,
14 please?

15 Q. You refer to a health issue. I'm asking if you knew
16 what the health issue was?

17 A. I don't recall.

18 Q. Do you recall that he had a stroke?

19 A. I can't remember what Pookrum told me.

20 Q. Do you have a recollection that it was, whatever it
21 was it was a relatively serious health issue?

22 A. Yes.

23 Q. After what we've just been reading it goes on, and
24 you'll see towards the bottom of your entry starting
25 with, I guess, the fourth line from the end of your

1 entry. It starts, and I can't quite tell whether it's
2 TT or --

3 A. Talked to.

4 Q. Talked to?

5 A. Authorized third party, attorney Pookrum.

6 Q. Pookrum. "Advised him I need some sort of loss mit in
7 place to adjourn this sale any longer. He understood
8 and will get back to me." Correct?

9 A. Correct.

10 Q. Why did you need some sort of loss mit in place to
11 adjourn the foreclosure?

12 A. Because of the delinquency of this loan was going on
13 and on.

14 Q. Was the decision yours or was there some guideline
15 that mandated you'd have to go forward with the
16 foreclosure if you didn't get a loss mitigation plan
17 in place?

18 A. In being a prudent employee of GMAC I knew I had to
19 have some kind of plan in place.

20 Q. Okay. What I'm asking is, without questioning whether
21 it was a good decision, a bad decision or whatever
22 kind of decision it was, was it your decision or was
23 there something in guidelines or some other mandate
24 that required you to do that without regard to what
25 the decision was?

1 A. It was my decision. At that time there could be
2 guidelines in place. I have to answer to the GMAC
3 platform. I had to get loss mit in place.

4 Q. Okay. When you say you had to answer to the GMAC
5 platform, what are you referring to when you say GMAC
6 platform?

7 A. The Loss Mit Department.

8 Q. Okay. So you had to be prepared to explain why you
9 made whatever decision you made, correct?

10 A. Yes.

11 Q. And the group to whom you had to make that explanation
12 was your management above you in the Loss Mit
13 Department --

14 A. Yes.

15 Q. -- correct?

16 MR. DeLUCA: Let him finish the question.

17 BY MR. BROWN:

18 Q. If you look at the entry we've just been looking at
19 you'll see in about the fifth line up from the bottom
20 it says "FC sale is set for 10/20/2009." Do you see
21 that?

22 A. Yes.

23 Q. And that foreclosure sale set on that date was set
24 aside, correct?

25 A. I don't remember if we had set it aside or I adjourned

1 it.

2 Q. It didn't happen?

3 A. Right.

4 Q. The foreclosure didn't happen?

5 A. It didn't happen that day.

6 Q. And it didn't happen that day to your understanding at
7 your direction, correct?

8 A. Yes.

9 Q. Okay. But at the time you did not have a signed
10 forbearance agreement, correct?

11 A. Yes.

12 Q. And you hadn't received a payment, correct?

13 A. Yes.

14 Q. Why did you adjourn, set aside, postpone, or whatever
15 you did, to cause foreclosure not to happen on October
16 20th, 2009? Why did you make a decision to have it
17 not happen even though no payment had come in and no
18 signed agreement had come in?

19 A. To allow time for that first payment to come in I gave
20 him the payment date of 11/1.

21 Q. Okay. If you'd turn to page 583 you'll see towards
22 the bottom, starting at the third line from the bottom
23 if you look in the transaction column. Something that
24 says, "Patty, this is a Freddie Mac loan. We need
25 approval from them for this 10/14/09." Do you recall

1 receiving that message from somebody?

2 A. No.

3 Q. Do you have any belief that the Patty being referred
4 to there is somebody other than you?

5 A. I believe it's me.

6 Q. Do you have any understanding what the "this" is in
7 the sentence "We need approval from them for this"?

8 A. This would be the loan, the Wiener loan.

9 Q. It would be the postponement of the foreclosure,
10 correct?

11 A. Yes.

12 Q. And do you know, it's not clear to me here because
13 there's no teller numbers even, who sent you that
14 message?

15 A. The attorney's office.

16 Q. Is it the Orlans?

17 A. Orlans.

18 Q. If you look at the next page, and recognizing you may
19 not know because of the way entries are made in this
20 system, was it Lindsey Fendrich that sent you the
21 message?

22 A. Yes.

23 Q. Does that refresh your recollection as to who it was?

24 A. Yes.

25 Q. Who is Lindsey Fendrich, F-e-n-d-r-i-c-h?

1 A. She's an employee at that time of Orlans.

2 Q. Do you know what her capacity at Orlans was, what she
3 did?

4 A. No.

5 Q. Going further down in that entry there's something
6 that appears to be an explanation to allow more time
7 for loss mit options I approve all adjournment fees
8 and costs. Please confirm. Is that something you
9 said or something Orlans was saying you said or
10 something that Orlans was saying?

11 MR. DeLUCA: Can you tell?

12 A. I'm trying to read this. I would put something like
13 this sometimes, but they would do the same. That
14 would have been my entry, "To allow more time for loss
15 mit options I approve all adjournment fees and costs.
16 Please confirm."

17 BY MR. BROWN:

18 Q. So it's your understanding you had the authority to
19 approve that Orlans got paid for what it did even
20 though it didn't lead to completion of the
21 foreclosure, correct?

22 A. Yes.

23 MR. BROWN: Can we take about a five or
24 seven minute break.

25 MR. DeLUCA: Sure.

1 (Off the record at 10:02 a.m.)

2 (Back on the record at 10:11 a.m.)

3 BY MR. BROWN:

4 Q. If you turn to page 588. If you look towards the
5 lower half there's a bunch of transaction types that
6 are FOO, FOR. And if you look over starting at the
7 second one of those it says, "FNMA/FHLMC sale
8 suspended to allow time for loss mit." It appears to
9 be referring to a sale at or near November 25th, 2009.
10 Do you see the entry?

11 A. Yes.

12 Q. And you were still handling this matter for loss mit
13 in late November of 2009, correct, the Wiener matter?

14 A. Yes.

15 Q. And when, if ever, say inside the lawsuit now, but
16 when if ever did your involvement with the Wiener loan
17 end?

18 A. The day it went to sale.

19 Q. So January 5th, 2010 or thereabouts?

20 A. Yes.

21 Q. I will represent it sold on January 5th, 2010.

22 A. I'm sorry?

23 Q. I'll represent that it sold on January 5th, 2010,
24 because that's the date on the sheriff's deed.

25 A. Yes.

1 Q. Okay. If you look on page 589 you'll see entries at
2 the bottom, 12/14/2009, where the area is INQ75.

3 MR. DeLUCA: What's the date?

4 MR. BROWN: December 14th, 2009 at the
5 bottom. 589 is the page. I'm looking at the last six
6 entries on the page.

7 BY MR. BROWN:

8 Q. Do you see those?

9 A. Yes.

10 Q. Do you know who INQ75 is, was or might have been?

11 A. No.

12 Q. Okay. If you look at the entry that says, "Gerard A.
13 Wiener called in. Would like to receive copy of MTG."
14 Is that mortgage note?

15 A. Yes.

16 Q. Was it you he called or do you know?

17 A. No.

18 Q. No meaning it wasn't you?

19 A. It was not me.

20 MR. DeLUCA: Let the record reflect that
21 that's not her teller number next to the entry.

22 MR. BROWN: I understand that.

23 BY MR. BROWN:

24 Q. If you look on page 591 at about the middle, maybe a
25 little bit below the middle of the entries on that

1 page you'll see that in the transaction area there's a
2 reference to a person Helen Houser McDermott. Do you
3 see that?

4 A. Yes.

5 Q. Do you know who Helen Houser McDermott is?

6 A. No.

7 Q. Following her name there's a note that, Until after
8 1/3/10 due to the moratorium declared by Fannie and
9 Freddie." Do you know what moratorium is being
10 referenced there?

11 A. The moratorium would be between Christmas and New
12 Year's no sales would be held, to the best of my
13 knowledge.

14 Q. So your memory is that they were having a moratorium
15 so they weren't foreclosing right around Christmas?

16 A. Yes.

17 Q. If you look at page 597, and tell me when you're
18 there.

19 A. I have reached. I'm here.

20 Q. Towards the bottom you'll see there are a bunch of
21 entries by somebody with teller number 2, I think it's
22 6519. It might be 285. I think it's 26519. Do you
23 know who that is?

24 A. No.

25 Q. Do you know somebody named Gordon Clinkscales,

1 C-l-i-n-k-s-c-a-l-e-s?

2 A. Yes.

3 Q. Who is Gordon Clinkscales?

4 A. He was my manager at one time.

5 Q. Do you recall the timeframe he was your manager?

6 A. Let me think. During 2011. I can't give specific
7 months.

8 Q. Do you have any recollection that he was involved in
9 loss mitigation any time in 2010?

10 A. No.

11 Q. You don't know one way or the other?

12 A. He was a team -- he was on the -- on the HOPE team
13 with me.

14 Q. In 2010?

15 A. Yes.

16 Q. Was he doing similar kinds of things as to what you
17 were doing?

18 A. Yes.

19 Q. When was the last time you communicated with Mr.
20 Pookrum, to your recollection?

21 A. I don't recall.

22 Q. Do you have any recollection even as to month or year?

23 A. 2009.

24 Q. How about when was the last time you ever communicated
25 with Gerard Wiener?

1 A. 2009.

2 MR. BROWN: Counsel, I'm through with
3 Exhibit 1.

4 MR. DeLUCA: Okay.

5 BY MR. BROWN:

6 Q. Ms. Scully, what I am going to do is give you a blank
7 piece of paper that has lines on it. What I would
8 like to do would be to try in a very big picture, if
9 you will, basic terms, sketch out where loss
10 mitigation fit within the GMAC hierarchy in the latter
11 half of 2009 and the first part of 2010. So if you
12 were drawing some sort of a chart that would have a
13 circle for loss mitigation, kind of what was under it
14 and what was above it.

15 MR. DeLUCA: I am going to object to that.
16 I mean this witness is a fact witness. She's not a
17 corporate witness. There's no foundation that she has
18 the remote ability to answer that question, let alone
19 sketch out a chart for you. So I'm going to object to
20 that. I'm not going to let her do it without proper
21 foundation being laid.

22 BY MR. BROWN:

23 Q. Ms. Scully, in 2009 and -- well, for 2009 and 2010 do
24 you have any understanding of who the Loss Mitigation
25 Department reported to?

1 A. No.

2 Q. Do you have any understanding of what units, if any,
3 reported to loss mitigation?

4 A. No.

5 Q. Do you know if any units at all reported to loss
6 mitigation?

7 A. No.

8 Q. What relationship, if any, in that timeframe did loss
9 mitigation have with the Assumptions Department?

10 MR. DeLUCA: Object to that. Can you be
11 more specific? What do you mean by relationship?
12 It's vague and ambiguous.

13 BY MR. BROWN:

14 Q. Did they interact with each other?

15 A. Your question again, please.

16 Q. Did the Loss Mitigation Group and the Assumptions
17 Department interact with each other as a part of their
18 normal course of business from time to time in 2009
19 and 2010?

20 A. In a general term you want me to answer that?

21 Q. Yes.

22 A. I can't answer that question.

23 Q. Can you think of any specific instances in which they
24 interacted with each other, types of instances?

25 A. No.

1 Q. Would one be what you talked about earlier where you
2 would ask them to send a borrower an assumption
3 package if the borrower wanted it or you thought that
4 was an appropriate alternative for the borrower to
5 consider?

6 A. Yes.

7 Q. Can you think of any other kinds of examples where you
8 would interact with the Assumptions Department?

9 A. No.

10 Q. In your work with the Loss Mitigation Department as a
11 part of your business did you interact with GMAC's
12 Legal Department?

13 A. No.

14 Q. In your work for the Loss Mitigation Department at
15 GMAC did you from time to time interact with the
16 people handling foreclosures for GMAC?

17 A. Yes.

18 Q. And were your interactions with people at GMAC or with
19 Orlans, the outside attorneys, or both?

20 A. Orlans.

21 Q. Is there -- back in 2009 were there a group of people
22 at GMAC who handled, as a matter of their occupation,
23 calls coming in from customers at 800 numbers that
24 were given out as customer service numbers?

25 A. As a Call Center?

1 Q. Yes.

2 A. We have a Call Center.

3 Q. When you say we do you mean --

4 A. GMAC has a Call Center.

5 Q. And would you interact with the Call Center from time
6 to time?

7 A. No.

8 Q. Would the Call Center, to your recollection, ever
9 refer matters to loss mitigation because of whatever
10 the nature of the call was they thought loss
11 mitigation was the appropriate area to which to direct
12 the person?

13 MR. DeLUCA: I'm going to object to lack of
14 foundation. She's already testified she didn't
15 interact with those departments.

16 MR. BROWN: Well, I'm asking -- she may not
17 have considered any interaction. So I am asking her
18 specific. You can go ahead and answer.

19 A. The question again, please?

20 MR. BROWN: Would you read it, please.

21 (The requested portion of the record was
22 read by the reporter at 10:28 a.m..

23 "Question: Would the Call Center, to your
24 recollection, ever refer matters to loss
25 mitigation because of whatever the nature

1 of the call was they thought loss
2 mitigation was the appropriate area to
3 which to direct the person?")

4 A. I can't answer that question.

5 BY MR. BROWN:

6 Q. And you can't answer it because you don't know?

7 A. Correct.

8 Q. Any other reason?

9 A. That's the only reason.

10 MR. BROWN: I am going to mark as Scully 2 a
11 set of documents. I'll describe them and then I'll
12 give them to the reporter to actually mark. These
13 were all Freddie Mac bulletins. I am going to refer
14 to them by their numbers because each one of them has
15 a number.

16 The first is number 2008-1, eight pages;
17 the second is 2009-23, ten pages; the third is
18 2009-24, seven pages; next is 2009-26, six pages; next
19 is 2010-1, six pages, followed by Attachment A to
20 Bulletin 2010-1, eight pages. Those will all be
21 Scully 2.

22 MARKED BY THE REPORTER:

23 DEPOSITION EXHIBIT 2

24 10:31 a.m.

25 MR. BROWN: If you want to take about a five

1 minute break if you want look through these real
2 quick. I don't know if you've seen them before this.

3 MR. DeLUCA: No. Is there another set
4 you're going to --

5 MR. BROWN: Just one set. I have mine.
6 It's got my notes on it.

7 MR. DeLUCA: All right. I am going to make
8 a copy for everybody.

9 (Off the record at 10:32 a.m.)

10 (Back on the record at 10:37 a.m.)

11 BY MR. BROWN:

12 Q. Ms. Scully, have you had a chance to look through
13 Exhibit 2 at all?

14 A. No.

15 Q. Again, I'm not going to immediately ask any questions
16 about the details of these, but have you seen these or
17 similar Freddie Mac bulletins before today?

18 A. No.

19 Q. Do you have any understanding as to what they are?

20 A. No.

21 Q. The initial loss mitigation plan that you attempted to
22 complete with Mr. Wiener that was around October 8th
23 and thereafter ultimately didn't happen, correct?

24 A. Correct.

25 Q. And then there was a new proposal that was being

1 considered for which you asked for some documentation
2 from both Mr. Wiener and one of his sisters, correct?

3 A. Correct.

4 Q. And that plan was sort of formulated to pull together
5 in November of 2009, correct?

6 A. Correct.

7 Q. And in pulling that plan together and trying to see if
8 you could come up with something that would work for
9 loss mitigation for the Roland Wiener estate with
10 Gerard Wiener and his sisters, did you directly
11 consult ever with anyone at Freddie Mac?

12 A. No.

13 Q. To your knowledge did anyone in loss mitigation
14 directly consult with Freddie Mac?

15 A. No.

16 Q. As a matter of normal operating practices for loss
17 mitigation would it have consulted with an owner of a
18 loan with regard to a loss mitigation plan under any
19 circumstances?

20 A. I have no -- I can't answer that question. I don't
21 know.

22 Q. Do you have --

23 A. No.

24 Q. My question was meant to be broad. With respect to
25 any loss mitigation activity you did?

1 A. I'm sorry?

2 Q. Well, I wanted to make sure you understood my
3 question. So let me ask it slightly differently.
4 With respect to any loss mitigation activity you were
5 working with respect to a customer did you ever
6 consult with Freddie Mac as to the appropriateness of
7 the loss mitigation program you were proposing?

8 A. No.

9 Q. Did you consult with other folks in loss mitigation at
10 some point about a specific plan you were proposing?

11 MR. DeLUCA: Are we talking about this?

12 MR. BROWN: No, I'm talking about generally.

13 A. No.

14 BY MR. BROWN:

15 Q. Ms. Scully, even though you've never seen any of these
16 Freddie Mac bulletins before were you aware there were
17 such things?

18 A. Yes.

19 Q. How did you become aware that there were such things?

20 A. Because I have 30 years of mortgage banking. In my
21 capacity I know that there's Freddie Mac bulletins and
22 FHA bulletins.

23 Q. To your knowledge, did anybody within the Loss
24 Mitigation Department look at or consult or evaluate
25 or attempt to understand what was in the Freddie Mac

1 bulletins?

2 MR. DeLUCA: Again, this is
3 post-transaction?

4 MR. BROWN: Generally.

5 A. I'm sorry, can you -- I don't understand your
6 question.

7 BY MR. BROWN:

8 Q. What I'm asking is to your knowledge, if you don't
9 know you don't know, did anybody in loss mitigation
10 when you've been working in loss mitigation ever look
11 at, evaluate, even read Freddie Mac bulletins?

12 A. I don't know.

13 Q. What you do know is you didn't, correct?

14 A. Correct.

15 Q. And you don't know of anybody who did; they may have
16 but you don't know that, correct?

17 A. That's correct.

18 Q. Ms. Scully, is it correct that from time to time in
19 the course of your work with customers for the Loss
20 Mitigation Department of GMAC customers will be faxing
21 you documents?

22 A. Yes.

23 Q. And you give them a fax number to send them to,
24 correct?

25 A. Correct.

1 Q. And is that a fax number unique to the Loss Mitigation
2 Department or not?

3 A. It's unique to me.

4 Q. It's unique to you?

5 A. Correct.

6 Q. And where is the fax machine located with respect to
7 where your office is?

8 A. It's in my office.

9 Q. If a customer for whatever reason had a more general
10 GMAC fax number to send a fax addressed to you but to
11 a GMAC fax number other than the one in your office,
12 to your understanding was there any system of
13 ultimately getting the fax to you?

14 A. I wouldn't come to me. If it was faxed to the --
15 another fax number it would just go through the system
16 that way.

17 Q. But was the system setup so ultimately it would be
18 sent to you internally within GMAC?

19 A. No.

20 Q. Is it okay with you if we call the second effort to do
21 a loss mitigation plan with Mr. Wiener and his sisters
22 that started in November of 2009 the second attempt,
23 just so we can distinguish it from the earlier one?

24 A. Yes.

25 Q. And with respect to the second attempt did you ever

1 have any direct discussions with either of Mr.
2 Wiener's sisters?

3 A. No.

4 Q. And for that second attempt was there a requirement
5 that one of the Wieners be occupying the house?

6 A. I don't recall that.

7 Q. Could be, but you don't remember one way or the other?

8 A. Correct.

9 MR. BROWN: I am now going to go through
10 some of the documents in the document number 0677
11 group.

12 MR. DeLUCA: Okay.

13 MR. BROWN: But I am not going to put them
14 all in. I'll put them in a bit piecemeal, and I
15 apologize for that. But it seems to make sense unless
16 you made copies. The first group will be 0677 through
17 0681.

18 MR. DeLUCA: Is that Exhibit 3?

19 MR. BROWN: That will be Exhibit 3.

20 MARKED BY THE REPORTER:

21 DEPOSITION EXHIBIT 3

22 10:48 a.m.

23 BY MR. BROWN:

24 Q. Ms. Scully, let me hand you Exhibit 3.

25 MR. BROWN: Let's go off the record just

1 very briefly.

2 MR. DeLUCA: Okay.

3 (Off the record at 10:48 a.m.)

4 (Back on the record at 10:48 a.m.)

5 BY MR. BROWN:

6 Q. Ms. Scully, you have Exhibit 3 in front of you?

7 A. Yes.

8 Q. Again, because of the copying process when e-mails get
9 copied they were copied for purposes of production
10 with the entire chain that had been in the e-mail,
11 somebody corresponded by sending the chain back and
12 forth into a reprise, for example. So you will see a
13 lot of these e-mails kind of repeating themselves as
14 we go. The ones that I produced -- that we produced,
15 I apologize. I'll even apologize for GMAC for the
16 ones they produced, which is the group we're dealing
17 with right now. You're going to see a lot of
18 repetition. Hopefully we'll avoid having to repeat
19 questions about those things.

20 The other fact of this is that sometimes in
21 these groups because we're trying to, or at least I'm
22 trying to be a little chronological sometimes we start
23 at the back of the group instead of the front group
24 because they're in reverse chronology to some degree.

25 If you look at page 680 towards the middle

1 of the page you'll see there's a e-mail that says "On
2 Mon, October 5, 2009 at 7:40 p.m., Scully, Patricia."
3 Do you see where I'm reading?

4 A. Yes.

5 Q. Okay. And if you'll look on a little bit it says, "I
6 have been in contact with Gerard's sister. I'll take
7 care of the upcoming sale. I will copy you on it."
8 And this was an e-mail to Mr. Pookrum, correct?

9 A. Correct.

10 Q. And how were you in contact with Gerard's sister, as
11 recited in this e-mail?

12 A. I don't recall.

13 Q. Do you recall anything about the contact if it
14 happened at all?

15 A. I don't recall any of it.

16 Q. Okay. As you sit here today do you recall that the
17 proposal being discussed for a loss mitigation plan
18 included having one of Gerard's sisters involved in
19 the property in some fashion?

20 A. Yes.

21 Q. What do you recall about that?

22 A. Just that, he wanted to move his sister in it.

23 Q. Do you have any reason to believe that what you said
24 in this e-mail is inaccurate?

25 A. No.

1 Q. If you go to page 0679, which is the page before,
2 you'll see at the top a e-mail from you to Walter
3 Pookrum dated October 8th, 2009 at 10:16 a.m.. Do you
4 see that?

5 A. Yes.

6 Q. And if you look at the body you say, "Walter." And
7 then it goes on for about a paragraph. If you would
8 review it, read it and tell me if that was the
9 proposal you had in mind for the second attempt at
10 doing a loss mitigation?

11 A. I believe this is the first --

12 Q. Oh, I'm sorry.

13 A. -- attempt.

14 Q. You're right, the first attempt, the October 8th one.
15 My mistake. In the body of the e-mail, about the
16 third sentence, you say, "This is a Freddie Mac loan."
17 How would you have known that?

18 A. By the investor code on the loan.

19 Q. So Freddie Mac had its own investor code number?

20 A. Correct.

21 MR. BROWN: Okay. That's it, that's what I
22 had for Exhibit 3. We next would have pages 0685
23 through 0688.

24 MARKED BY THE REPORTER:

25 DEPOSITION EXHIBIT 4

1 10:55 a.m.

2 BY MR. BROWN:

3 Q. If you look at 0686, the second page, you'll see at
4 the top is that e-mail we just looked at in Exhibit 3,
5 the October 8th one, correct?

6 A. Correct.

7 Q. And then you'll see on the first page, 0685, an
8 October 14th e-mail from Mr. Pookrum to you. And it
9 says, "Ms. Scully, thank you for our telephone
10 conversation yesterday, October 13th." Do you have
11 any recollection as to what you discussed on October
12 13th with Mr. Pookrum?

13 A. No.

14 Q. Do you have any reason to doubt that you had a
15 telephone conversation with him on October 13th?

16 A. No.

17 Q. You'll see that he also asks the question, "Assuming
18 the monthly payments will be applied to the loan
19 balance, the estate is inclined to enter the
20 forbearance arrangement you propose." And then he
21 asked for a change in the payment date. And you
22 respond, if you look at the top of page 685, "Received
23 payments will be applied to the mortgage balance." Do
24 you see that?

25 A. Yes.

1 Q. And does that mean it would be applied to principal or
2 principal and interest, or what was your understanding
3 what mortgage balance meant as opposed to applying it
4 to something else?

5 A. If the full payment is received it's applied to
6 principal then interest.

7 Q. Principal first and then interest?

8 A. Yes.

9 Q. It doesn't appear, at least in this e-mail that you
10 wrote on the 14th, that you responded to the change in
11 payment date. Did you have any problem with the
12 change in payment date?

13 A. I don't recall.

14 Q. If you had a problem with it would it have been your
15 practice to respond to him in writing?

16 A. Yes.

17 MR. BROWN: Okay. Next exhibit will be 689
18 through 691.

19 MARKED BY THE REPORTER:

20 DEPOSITION EXHIBIT 5

21 10:59 p.m.

22 BY MR. BROWN:

23 Q. First, if you look at the top of 689 you say, "Hi,
24 Walter, I was able to adjourn the sale for a week and
25 have escalated it to Freddie Mac." And feel free to

1 look at the e-mails behind this one if you need it to
2 help you put it into context. But my question is:
3 What was it you were escalating to Freddie Mac?

4 MR. DeLUCA: Give her a second to start with
5 the beginning of the chain. Work your way back and it
6 tells you.

7 MR. BROWN: Sure.

8 MR. DeLUCA: 691 back is where it started.
9 Work your way up.

10 A. And the question again, please?

11 BY MR. BROWN:

12 Q. The question is: You say, "I've escalated it to
13 Freddie Mac" in the top e-mail on this page. And my
14 question was what is the "it" that you escalated?

15 A. The adjournment of a sale, of the sale again.

16 Q. And how did you escalate it to Freddie Mac?

17 A. I had to go through Orlans' office, the attorney of
18 record for GMAC on the foreclosure.

19 Q. So you called Orlans' office and asked them if it was
20 okay to adjourn it?

21 A. They would have to send -- Orlans would have had to
22 send a request into Freddie Mac.

23 Q. And Freddie Mac would give a thumbs up or a thumbs
24 down on it?

25 A. To my understanding.

1 Q. Why in this instance did you have to escalate it to
2 Freddie Mac?

3 A. Because of the delinquency of the loan.

4 Q. Later in that same e-mail you say, "I am going to need
5 a HAMP PKG completed." And what is a HAMP package?

6 A. Home Affordable Modification Package.

7 Q. And that would consist of the financial documentation
8 necessary to evaluate whether what was being proposed
9 was appropriate and whether the proposed borrowers at
10 this point met the requirements to do a modification?

11 A. A forbearance.

12 Q. A forbearance. This was going to be another six month
13 forbearance, is that correct?

14 A. I was proposing a forbearance. It would be up to loss
15 mit to put the plan -- I no longer had, you know, the
16 delegated authority to put anything in place.

17 Q. And what had changed that you no longer had the
18 delegated authority to put anything into place?

19 A. Because of the delinquency of the loan.

20 Q. So at some point when the loan became greatly
21 delinquent, and we'll get to what that means in a
22 second, you lost your delegated authority and had to
23 go to the owner of the loan to get authority to do
24 loss mit rather than have a foreclosure?

25 A. I had to go through our attorney's office.

1 Q. Orlans?

2 A. Correct.

3 Q. But you knew that Orlans was then going to go to
4 Freddie Mac, correct?

5 A. Correct.

6 Q. So although you were using as the conduit Orlans the
7 decider as to what to do was Freddie Mac, is that
8 correct?

9 A. That's my understanding.

10 Q. How did you gain that understanding?

11 A. Just through years of being in the mortgage business.

12 Q. Anything in those years of being in the mortgage
13 business that in this instance told you at what point
14 in time of delinquency you had to do that rather than
15 make the decision on your own?

16 A. No.

17 Q. Had you received any written direction from either
18 Orlans or Freddie Mac that you no longer had the
19 authority on this loan to delay foreclosures to try
20 and work a loss mit plan?

21 A. No.

22 Q. Had you received anything verbally either from Orlans
23 or Freddie Mac that you no longer had the authority to
24 delay foreclosures to work a loss mitigation plan?

25 A. No.

1 Q. You say that you need the hand package completed so I
2 can submit "it" for loss mitigation options. The "it"
3 being the completed package, correct?

4 A. Completed package.

5 Q. And when you refer to "for loss mitigation options"
6 what are you talking about?

7 A. The forbearance.

8 Q. And to whom would you submit it?

9 A. To GMAC loss mit.

10 Q. And who at GMAC loss mit would you submit it?

11 A. It went to a core platform.

12 Q. What's a core platform?

13 A. That would handle this investor.

14 Q. Does it end up being a person ultimately who acting as
15 the core platform does something?

16 A. Several people analyze the packet.

17 Q. And then make a decision, is that correct?

18 A. I'm not sure how the decisions were made. They use a
19 calculator or whatever was used. I'm not sure.

20 Q. Was it your attempt in submitting the HAMP
21 documentation in this instance that, from what you
22 knew about the Wiener family that you would be
23 submitting a plan that would be accepted by loss mit?

24 MR. DeLUCA: Do you understand the question?

25 THE WITNESS: No.

1 BY MR. BROWN:

2 Q. Well, was it your desire to see a loss mit plan come
3 to fruition with respect to the Wiener loan?

4 A. It's always my desire to see a loss mit plan come into
5 play on any loan that I work on.

6 Q. Would you submit a loss mit plan that you had low
7 expectation would ever be approved?

8 A. If a borrower submits the packet I have to submit it.
9 I can't -- I don't make that decision. Any package
10 that comes in, crosses my desk gets submitted.

11 Q. Do you ever give the borrower comments or advice as to
12 what elements of a package need to be in place so that
13 its chance of success is higher rather than lower?

14 MR. DeLUCA: Are you talking about in
15 generalities?

16 MR. BROWN: Yeah.

17 A. I tell a borrower -- everything that needs to be
18 adhered to is right on the package; all the documents,
19 what needs to be completed, what is needed for me to
20 submit.

21 BY MR. BROWN:

22 Q. With respect to the substance of what's in the package
23 as opposed to just physically having it completed, do
24 you ever look at a package and suggest to the borrower
25 that they make some adjustment in what's being

1 submitted within the bounds of, obviously being honest
2 about what they're doing, that might improve the
3 chances of it being approved?

4 A. It's not to have the chances of it being approved.
5 It's what I need to submit so that it's looked at. We
6 need the proof of income, we need, you know -- there's
7 things that need -- we need several items that need to
8 be provided.

9 Q. In this instance in the HAMP package that was being,
10 and plan that was being suggested, was there an owner
11 occupancy requirement?

12 A. Yes, I believe so. Well, let me take that back. We
13 weren't trying to do a loan modification on this. We
14 were trying to just put it on a forbearance.

15 Q. But even to do a forbearance was there an owner
16 occupancy requirement?

17 A. No.

18 Q. Did you ever tell Gerard Wiener that somebody from the
19 family had to occupy the home to get the forbearance?

20 A. I don't recall that I did.

21 Q. Do you recall that you didn't?

22 A. I don't recall that either. I don't recall that,
23 having that conversation.

24 MR. BROWN: Now going to the next page we're
25 going to do, the next exhibit is 701 to -- I'm sorry,

700 to 702.

MARKED BY THE REPORTER:

DEPOSITION EXHIBIT 6

11:12 a.m.

BY MR. BROWN:

Q. Do you have Exhibit 6 in front of you, Ms. Scully?

A. Yes.

Q. If you can direct your attention to page 702 you'll see a November 19th entry that says on November 19, 2009 at 1:49 p.m., Scully, Patricia wrote. And then there's presumably the e-mail you wrote. Do you see that?

A. Yes.

Q. Is that an e-mail you wrote?

A. Yes.

Q. You say, "Here's the bottom line. I can get the payment reduced for six months to \$755.07 to give the estate time to figure out what they want to do." Do you see that?

A. Yes.

Q. How did you come up with the 755.07?

A. Because it was a new payment, a forbearance that was told to me by GMAC management that we could no longer do the 50 percent payment but we could do 70 percent payment.

1 Q. And who at GMAC management told you that?

2 A. My direct supervisor at the time, Gary Neauman.

3 Q. When you say the current IR, that's interest rate?

4 A. Yes.

5 Q. You say, "I need the paperwork I sent over Tuesday
6 back to me by tomorrow." Do you see that?

7 A. Yes.

8 Q. That's the HAMP package and related documents?

9 A. Yes.

10 Q. You were going to be off, but you would cause it to be
11 sent to loss mit in Waterloo, correct?

12 A. Correct.

13 Q. And am I correct that loss mit in Waterloo is the
14 appropriate loss mit group for this loan?

15 A. Yes.

16 Q. You say, "I have to have that paperwork otherwise
17 under the Freddie Mac guidelines I cannot adjourn this
18 sale any longer." Do you see that?

19 A. Yes.

20 Q. What guidelines are you referring to?

21 A. The Freddie Mac guidelines.

22 Q. Had you seen them?

23 A. No.

24 Q. Well, how did you know the Freddie Mac guidelines said
25 you couldn't adjourn the sale any longer?

1 A. Because of the delinquency, the length of the
2 delinquency I knew.

3 Q. How did you learn that because of the length of the
4 delinquency that the Freddie Mac guidelines wouldn't
5 allow further adjournment of the sale?

6 A. It was over six months delinquent at the time, at
7 least.

8 Q. That's the amount of the delinquency, but it doesn't
9 tell how you knew that if it was over six months it
10 wouldn't be -- the foreclosure wouldn't be adjourned?
11 How did you know that?

12 A. From my previous experience in banking I knew I had
13 to -- that it was over the limit of allowable
14 delinquency with nothing in place and no paperwork.

15 Q. At that point in time, if you can recall on November
16 19th, 2009, did you have an expectation that you would
17 get completed paperwork from Gerard Wiener's sister in
18 the next day or two after that?

19 A. I asked for it.

20 Q. Did you have any expectation that you would get it
21 that fast from her?

22 A. I can't answer that question. I asked for the
23 paperwork. If they sent it they sent it.

24 Q. So you had no expectation one way or the other?

25 A. I asked for the paperwork to be sent.

1 Q. Are you telling me that you don't think what your
2 expectations were were relevant or you didn't have any
3 or you don't remember whether you had any?

4 A. I asked for the paperwork to be sent so I could submit
5 it. So I don't recall what my expectations were.

6 Q. If you look at page 701 do you see the e-mail to you
7 from Mr. Wiener dated November 19th, 2009 at 5:57
8 p.m.?

9 A. Yes.

10 Q. And you see he says, "I filled out the forms as best I
11 could and will go to Kinko's tomorrow and fax them to
12 you." He then goes on that his sister wants to live
13 at the house and he and his stepmother would subsidize
14 her until she could get a proper job in Michigan, and
15 he's willing to talk to anyone to walk them through
16 and gives exceptions as to when he can't do that. How
17 did you, if you did, respond to that e-mail?

18 A. How did I respond?

19 Q. Yes.

20 A. It looks like I gave him my fax number, 866.690.5244.

21 Q. Now look at page 703 which will be the next exhibit.

22 MARKED BY THE REPORTER:

23 DEPOSITION EXHIBIT 7

24 11:20 a.m.

25 BY MR. BROWN:

1 Q. Do you have 703 in front of you?

2 A. Yes.

3 Q. Can you look in the middle of the page. There's a
4 listing of HAMP requirements. Do you see that?

5 A. Yes.

6 Q. And to your knowledge as you look at it now is that,
7 in fact, what you were looking for to be sent to you?

8 A. Yes.

9 Q. Were all those documents, other than the IRS form,
10 documents that to your knowledge were Freddie
11 Mac-created documents?

12 MR. DeLUCA: If you know.

13 BY MR. BROWN:

14 Q. If you know.

15 A. I'm sorry, the question?

16 Q. The question is: Setting aside the IRS tax form, were
17 the other documents, the financial hardship affidavit,
18 for example, financial analyst -- financial analysis
19 form documents that were created and provided to GMAC
20 by Freddie Mac?

21 A. No.

22 Q. What's your understanding as to who created them?

23 A. The Treasury Department.

24 Q. Okay. This was an e-mail you sent to Walter Pookrum,
25 correct?

1 A. Correct.

2 MR. BROWN: Next page, 710. This will be
3 710 through 719.

4 MARKED BY THE REPORTER:

5 DEPOSITION EXHIBIT 8

6 11:23 p.m.

7 BY MR. BROWN:

8 Q. Have you seen this grouping at page 712 that Mr.
9 Pookrum's also asking for some information from GMAC;
10 is it correct that you directed him where to contact
11 GMAC to get the paperwork?

12 A. Yes.

13 Q. Was it your understanding that was in connection with
14 his estate work for Roland Wiener's estate, the reason
15 he wanted the paperwork?

16 MR. DeLUCA: If you know.

17 A. I don't know.

18 MR. BROWN: Next we're doing 720 through
19 724.

20 MARKED BY THE REPORTER:

21 DEPOSITION EXHIBIT 9

22 11:26 a.m.

23 BY MR. BROWN:

24 Q. You have Exhibit 9 before you, correct?

25 A. Yes.

1 Q. Let me ask you a preliminary question. Is it correct
2 that within a day or so when you wrote Gerard Wiener
3 and said you had to have the package in quickly, that
4 he sent you a package that had information as to
5 himself?

6 A. I'd have to see the date that that -- his information
7 came through.

8 Q. Now directing your attention to Exhibit 9 on page 720.
9 Do you see an e-mail from you to Mr. Pookrum?

10 A. Yes.

11 Q. Dated November 23rd, 2009?

12 A. Yes.

13 Q. "Please be advised that the FC sale has been adjourned
14 to 12/29/2009. Do you see that?

15 A. Yes.

16 Q. FC is foreclosure sale, right?

17 A. Correct.

18 Q. And how did you -- I assume you then had authority
19 from -- well, let me ask you this. Did you have
20 authority through Orlans from Freddie Mac to adjourn
21 to the 29th?

22 A. Authority was given to adjourn the sale. By what
23 means I can't.

24 Q. How did you learn that the authority had been given?

25 A. It was communicated to me through Orlans.

1 Q. Do you recall that or you're just assuming that?

2 A. I'm assuming it.

3 Q. But you obviously got the information, correct,
4 because you're sending it out in an e-mail?

5 A. The information --

6 Q. That it had been adjourned?

7 A. Yes.

8 Q. You tell Gerard in the next sentence that you received
9 the fax he sent over and state it appears that one of
10 his sisters is going to take over the property,
11 correct?

12 A. Correct.

13 Q. And then you say, "I am going do have her complete the
14 assumption package that was sent out to you at your
15 California mailing address back in September. The
16 loan will have to be brought current for the
17 assumption to go through." Correct?

18 A. Correct.

19 Q. What do you mean when you say that the loan will have
20 to be brought current for the assumption to be brought
21 through? Are we now no longer talking forbearance but
22 an assumption?

23 A. That's correct.

24 Q. And when did that change?

25 A. It must -- in conversations with somebody. That's

1 what they were -- they were going to do. He wanted
2 his sister to take over the property, it's my
3 understanding. And the loan was going to be have to
4 be brought current, all back due payments in order to
5 do the assumption.

6 Q. If he was going to do an assumption shouldn't you have
7 passed the -- under the GMAC practices shouldn't you
8 have passed the matter over to the Assumption
9 Department?

10 A. The paperwork would have went to the Assumption
11 Department. That's exactly where it would have to go.

12 Q. Did you have any discussion that you recall verbally
13 telephonically, or otherwise, with Mr. Wiener that it
14 was no longer going to be a forbearance but it was
15 going to be an assumption?

16 A. No, I don't.

17 Q. You don't recall one way or the other?

18 A. Exactly, I don't recall.

19 MR. DeLUCA: While we're at a good point I
20 need to use the restroom.

21 MR. BROWN: Let's stop now.

22 (Off the record at 11:30 a.m.)

23 (Back on the record at 11:35 a.m.)

24 BY MR. BROWN:

25 Q. Let me ask you this. Ms. Scully, are you aware that

1 ultimately Freddie Mac purchased the Wiener home at a
2 foreclosure sale on January 5th, 2010?

3 A. Yes.

4 Q. And you're aware that subsequent to that Freddie Mac
5 sold it to two individuals?

6 A. No.

7 Q. Is it then correct that you never met or talked to
8 those two individuals in connection with anything to
9 do with the Wiener house?

10 A. Correct.

11 Q. Or this lawsuit?

12 A. Correct.

13 Q. Again looking at page 720 of Exhibit 9 you'll see that
14 you say to Walter in the second paragraph, presumably
15 in reference to the requests to get some documents,
16 that he's to call the Customer Service Department and
17 request the mortgage docs he needs. You don't
18 have access to them on the system. "Trust me, I
19 looked." You sent that, correct?

20 A. Yes.

21 Q. Why don't you have access to mortgage documents on the
22 system in your job?

23 A. At that time I didn't. I don't know. It's just -- I
24 didn't have the code to get into it.

25 Q. What would you do if there was -- if you felt you had,

1 and maybe you never did, but if you felt you had a
2 need to see a mortgage document like the note, how
3 would you get a copy of it to see it if you didn't
4 have access to it directly?

5 A. I would have had to request somebody to get it for me,
6 give me the code or whatever.

7 Q. Do you ever recall doing that?

8 A. Not really.

9 Q. Do you recall ultimately getting a set of
10 documentation from Mr. Wiener's sister with respect to
11 the second attempt?

12 A. No.

13 Q. Are you familiar with the fax number 1-866-690-5244?

14 A. That's my fax.

15 MR. BROWN: I don't -- let's go off the
16 record for a second.

17 (Off the record at 11:40 a.m.)

18 (Back on the record at 11:47 a.m.)

19 MR. BROWN: Let's mark this as 10.

20 MARKED BY THE REPORTER:

21 DEPOSITION EXHIBIT 10

22 11:47 a.m.

23 BY MR. BROWN:

24 Q. Ms. Scully, you have Exhibit 10 before you?

25 A. Yes.

1 Q. You'll see that the first page has a fax transmission
2 report, and it's addressed to you from Charlotte
3 Wiener. It was sent to the 866.690.5244 number and it
4 shows a result okay, which I believe means that it
5 went through. Do you recall receiving this?

6 A. No.

7 Q. This was sent on December 23rd, and I'll represent,
8 although it doesn't show, it was 2009. Actually if
9 you look up at the top it says 12/23/2009.

10 A. Yep.

11 Q. December 23rd, 2009 was a Wednesday?

12 MR. DeLUCA: 2009?

13 MR. BROWN: 2009.

14 BY MR. BROWN:

15 Q. Do you recall in 2009 if you were working on December
16 23rd?

17 A. I don't -- I probably was out of the office already by
18 that time. It's late in the day, the day before Xmas
19 Eve.

20 Q. Would you have worked Xmas Eve or not typically?

21 A. No.

22 Q. When would you have been back to the office?

23 A. January.

24 Q. January when, do you recall?

25 A. January 2nd or 3rd.

1 Q. January 1st was a Friday, the 4th was Monday, the 5th
2 was a Tuesday. So as far as you know you never saw
3 this document before the foreclosure happened?

4 A. Correct.

5 Q. Would you have any records in your office at this
6 point that would show you received it?

7 A. Just the transmittal pages, I suppose. Nothing -- no.

8 Q. And at some point have you looked in -- well, let me
9 ask a more general question. What did you do with
10 your Wiener files after the foreclosure happened that
11 you had hard copy stuff?

12 A. I kept them for two or three months and shredded
13 everything. I have a shredder and I shred everything.
14 I can't keep that stuff. You know, I lock it in my
15 desk. I mean a cabinet. And then I would go through
16 periodically and shred stuff. After it's gone to sale
17 there's no reason for me to keep people's physical
18 stuff in my office.

19 Q. Back then did you have any system where you made
20 electronic copies of anything before you shredded it?

21 MR. DeLUCA: You're talking about the
22 witness personally?

23 MR. BROWN: Or in her office. Not the whole
24 company.

25 MR. DeLUCA: Can you clarify what you're

1 asking?

2 A. Yeah.

3 BY MR. BROWN:

4 Q. Sure. Did you have any system by which as a matter of
5 routine before you shredded any of the Wiener
6 documents you would have made electronic copies of
7 them for storage electronically?

8 A. No, because -- to the best of my knowledge everything
9 that I had in the file on him had already been
10 submitted to GMAC and had been already imaged.

11 Q. So you don't know what happened to -- if we make the
12 assumption that you received this fax you don't know
13 what happened to it, correct?

14 A. Correct.

15 Q. Now, do you know you didn't -- do you know you didn't
16 see it or you don't recall seeing it?

17 A. I don't recall.

18 Q. So you may have, you may not have, is that --

19 A. I don't recall.

20 Q. As you sit here today do you recall not ever seeing
21 it? Like I can sit here today and recall I never
22 danced with the Queen of England.

23 MR. DeLUCA: I'm going to object. The
24 question has been asked and answered.

25 MR. BROWN: Well, I'm trying to understand

1 what don't recall means in this instance, Counsel.

2 MR. DeLUCA: I think she's made it pretty
3 clear.

4 A. Yeah, I don't recall receiving this.

5 BY MR. BROWN:

6 Q. Okay. Having seen Exhibit 10 today do you have any
7 doubts about whether you did receive it or not?

8 A. No.

9 Q. So you believe you probably did receive it even though
10 you personally didn't see the document, correct?

11 A. Correct.

12 Q. And as a matter of your business practice and routine
13 back in late December of 2009, if a fax came in on
14 your machine and you weren't there what happened to
15 it?

16 A. It stayed there.

17 Q. You didn't have anybody that assisted you with
18 period --

19 A. I'm in an office that --

20 MR. DeLUCA: Let him finish.

21 BY MR. BROWN:

22 Q. You didn't have anybody to periodically look and see
23 if you got faxes and try to do something with them?

24 A. No.

25 Q. As you look at this document you received, Exhibit 10,

1 or maybe received, is that an assumption package or is
2 that a forbearance package or a HAMP package?

3 A. It's not an assumption package because there's other
4 things that are missing. I know part of the
5 assumption is they have to provide who the
6 insured's has, homeowner's insurances. So this is a
7 very incomplete package.

8 Q. As an assumption package, correct?

9 A. And as a forbearance. I have no proof of income for
10 anybody. Nobody's showing me who's got the capacity
11 or the willingness to make these payments.

12 Q. Did you see this document as one of the documents you
13 looked at in preparation for your deposition?

14 A. Last week I got it.

15 Q. Under your normal business practices back in late
16 December of 2009 if you had received and looked at
17 Exhibit 10 what in the normal course of business would
18 you have typically done?

19 A. I would have faxed it to GMAC loss mit so it would get
20 imaged.

21 Q. Would you have looked at it and tried to evaluate it
22 in any respect or tell them they needed to send more
23 or anything?

24 A. Yes.

25 Q. And what would you have done, if anything, about the

1 impending foreclosure bid?

2 A. I can't answer that question. I don't know.

3 Q. As you look at Exhibit 10 do you agree that however
4 complete or incomplete it may be it's an attempt to
5 send a HAMP package, not an assumption package?

6 A. A HAMP package on an assumption package?

7 Q. No. And not an assumption package. If you look at
8 the documents in that is that --

9 A. This is -- yeah, the financial analysis that's
10 completed here is the same as for the HAMP.

11 Q. Where there would be, perhaps, that documentation but
12 some different documentation for an assumption
13 package?

14 A. Yeah, other required documentation would be needed for
15 an assumption, especially with this being an estate.

16 MR. BROWN: Okay. Our next exhibit which
17 is 11, page 725.

18 MARKED BY THE REPORTER:

19 DEPOSITION EXHIBIT 11

20 12:00 p.m.

21 MR. DeLUCA: Is it just one page?

22 MR. BROWN: Yes.

23 BY MR. BROWN:

24 Q. Do you see Mr. Wiener's e-mail to you at the top of
25 the page?

1 A. Yes.

2 Q. Do you know if you ever responded to that?

3 A. Well, yes, right below it.

4 Q. No. Below it is earlier dated.

5 A. Is it? Okay.

6 Q. 10:00 a.m. as opposed to 7:29 p.m..

7 A. Right. Right.

8 Q. I'm sorry, did you answer my question?

9 A. Oh, I'm sorry. Did I respond to this e-mail?

10 Q. Yes.

11 A. It doesn't appear so.

12 Q. And you don't recall responding to it?

13 A. No.

14 MR. BROWN: I am going to mark as No. 12
15 0739.

16 MARKED BY THE REPORTER:

17 DEPOSITION EXHIBIT 12

18 12:04 p.m.

19 BY MR. BROWN:

20 Q. Do you have Exhibit 12 before you, Ms. Scully?

21 A. Yes.

22 MR. DeLUCA: Okay. I don't have that in my
23 package. Can we just take a two minute break and I'll
24 make copies of this?

25 MR. BROWN: Yes. It's just that one page.

1 Do you want to do it later or do you want to do it
2 now? Either way.

3 MR. DeLUCA: That's fine. We can go ahead.

4 BY MR. BROWN:

5 Q. Okay. Ms. Scully, have you ever seen Exhibit 12
6 before?

7 A. No.

8 Q. Do you know who Leigh Frame is?

9 A. No.

10 Q. Have you ever -- do you know what the Servicing Risk
11 Team is?

12 A. No.

13 Q. Have you ever heard of it before today?

14 A. No.

15 Q. Do you have any understanding as to what GMAC does
16 with respect to loans if it gets sued about them in
17 terms of dealing with the loan while they're being
18 sued? Does it take it out of whatever unit's dealing
19 with it has and do something else?

20 A. No, I don't know what they do.

21 MR. BROWN: Okay. Off the record.

22 (Off the record at 12:06 p.m.)

23 (Back on the record at 12:06 p.m.)

24 MR. BROWN: Let's mark the next, 737.

25 MARKED BY THE REPORTER:

DEPOSITION EXHIBIT 13

12:07 p.m.

BY MR. BROWN:

Q. Ms. Scully, do you recall receiving this e-mail from
Mr. Wiener?

A. No.

Q. Have you ever seen it before today?

A. No.

Q. Did you see it in preparation for the deposition?

A. No.

Q. When you're away from your office do you -- back in
December of 2009 did you have an ability to look at
your e-mails if you cared to while you were away?

A. I don't recall at that time if I had the capability.

Q. When you first gained that capability by what
methodology did you have it? Did you have a
Blackberry or did you have something else?

A. I don't know. Whatever they did with our computers
and gave me the ability to VP in, get access to our
servicing system away from the main, you know.

Q. You just don't recall when that started happening?

A. No.

Q. When it did start happening did you use it routinely
when you were away?

A. Yes.

1 Q. In your normal business practice if you had received
2 and seen this e-mail, Exhibit 13, would you have
3 contacted Mr. Wiener?

4 A. Looking at this I had no need to contact him.

5 Q. Okay.

6 A. He's not asking me -- you know, asking me about
7 anything. He's just telling me that his sister's
8 going to be faxing me the documents. I don't need to
9 respond to this.

10 MR. BROWN: Let's mark as the next in
11 order. This will be 738.

12 MARKED BY THE REPORTER:

13 DEPOSITION EXHIBIT 14

14 12:09 p.m.

15 BY MR. BROWN:

16 Q. Ms. Scully, do you have Exhibit 14 before you?

17 A. Yes.

18 Q. Do you recall receiving this e-mail from Mr. Pookrum
19 on or about December 28th?

20 A. No.

21 Q. Is it correct that, as you testified already with
22 respect to the Exhibit 13, you don't know whether at
23 the time you had the capability of getting e-mails
24 away from your office or not?

25 A. Correct.

1 Q. Under your normal business practice if you had looked
2 at this e-mail what, if anything, would you have done?

3 MR. DeLUCA: Object to the form of the
4 question as a hypothetical and it calls for
5 speculation on the part of the witness.

6 MR. BROWN: I'm just asking her what her
7 business practice was.

8 A. What my business practice would be if I was to respond
9 to this?

10 BY MR. BROWN:

11 Q. If you received it. I mean your business practice
12 might have been not to respond to it. I don't know.

13 A. I can't answer that. I can't speculate on how I would
14 have responded.

15 Q. Okay. At any time did anyone within GMAC tell you to
16 stop -- tell you at any time before the foreclosure
17 sale tell you to stop working or trying to accomplish
18 a loss mitigation plan with respect to the Wiener
19 loan?

20 A. No.

21 Q. At any time did anybody outside GMAC, such as Orlans
22 or whoever, tell you to stop working in trying to
23 accomplish it, workout of some sort with the Wiener
24 loan prior to the foreclosure?

25 A. No.

1 Q. Give me a second. What's your recollection as to how
2 much in late November and December of 2009 you talked
3 with Gerard Wiener telephonically?

4 A. I have no recollection.

5 Q. One way or the other?

6 A. Exactly.

7 Q. So is it correct then that you don't recall now
8 whether you talked to him, or if you did how much you
9 talked to him, correct?

10 A. I would have to say I don't remember ever talking to
11 him later on in November and December.

12 Q. And by later on you mean when?

13 A. The months of November and December. I don't recall
14 having any phone conversations with him.

15 Q. Do you recall getting any phone messages from him in
16 November or December?

17 A. No, I don't.

18 Q. With respect to the second attempt at a loss
19 mitigation program that you discussed with -- and by
20 discuss I mean both verbally and through e-mail with
21 Mr. Pookrum and Gerard Wiener, do you ever recall
22 telling them exactly how much money to send and where
23 to send it to under that program?

24 A. No.

25 Q. That was waiting to get a program in place?

1 A. The second forbearance --

2 Q. Yes.

3 A. We never -- I don't think I ever got a response that
4 they were going to accept that. The 70 percent one,
5 the second one --

6 Q. Yeah.

7 A. -- that was put in place? I don't recall ever --
8 they'd have to sign the agreement to get it back so I
9 could get it setup on the system. They never --
10 nobody ever signed any agreements and got it back to
11 me so I could submit it to get it setup.

12 Q. Did you ever send them a second agreement?

13 A. I don't recall if I did. I don't know if it was ever
14 really discussed, because at that point in time Gerard
15 talked about on his hardship, on the packet about his
16 sister taking over the property and the assumption was
17 back on the table.

18 Q. I think I have an answer to this. I may have asked it
19 already in which case I apologize. Did you ever have
20 a face-to-face meeting with Gerard Wiener?

21 A. No.

22 Q. Is it also correct that you never told Mr. Wiener that
23 he and his sister didn't qualify for the forbearance
24 package you were discussing with him, the second deal?

25 A. Did I tell them they didn't qualify?

1 Q. Yes.

2 A. I don't make those decisions.

3 Q. No, but you might have communicated them. Did you
4 ever tell them they didn't qualify?

5 A. No. No.

6 Q. Do you know if anybody else from GMAC ever told them
7 they didn't qualify?

8 A. No.

9 Q. You don't know one way or the other?

10 A. Correct.

11 Q. Do you recall when you learned that the property had
12 been sold by foreclosure?

13 A. I believe it's when we went back to work after the
14 Christmas break. It must have showed up on a report
15 or something. I can't remember.

16 Q. But as best you can recall it was sometime close to
17 the foreclosure itself?

18 A. It was after, you know, we went back to -- in January,
19 when I went back to work in January.

20 Q. Do you know if Mr. Clinkscales had any discussions
21 with Mr. Pookrum after the foreclosure?

22 A. No, I don't.

23 Q. Have you ever met with or talked with a woman named
24 Linda Mallory at Freddie Mac?

25 A. No.

1 Q. Do you know if GMAC, through you or anyone else, ever
2 refused to permit Mr. Wiener to payoff the loan if
3 that's what he chose to do?

4 A. No.

5 Q. You never told him he couldn't pay it off, correct?

6 A. I'd never tell anybody they couldn't payoff their
7 loan. Show me the money.

8 MR. BROWN: Off the record.

9 (Off the record at 12:21 p.m.)

10 (Back on the record at 12:22 p.m.)

11 MR. BROWN: I am going to enter the next
12 documents that were produced by GMAC, I believe, and
13 it's 0519 and 520.

14 MARKED BY THE REPORTER:

15 DEPOSITION EXHIBIT 15

16 12:22 p.m.

17 BY MR. BROWN:

18 Q. Are you familiar at all with the kind of document that
19 is Exhibit 15?

20 A. No.

21 Q. Do you ever have anything to do with claims that are
22 being paid by an owner of Freddie Mac back to the GMAC
23 servicing?

24 A. No.

25 MARKED BY THE REPORTER:

DEPOSITION EXHIBIT 16

12:25 p.m.

BY MR. BROWN:

Q. Exhibit 16 is a collection of documents that were in connection with a presentation called Making Home Affordable, Working Together to Help Homeowners, September 2012. Let me state my question so while she's looking at it she can have it in mind. Simply, is this a program you participated in as a presenter?

A. No.

MR. DeLUCA: The document itself doesn't state the author of it. Is there somewhere on the document where it indicates who the author is?

MR. BROWN: I think the author is this group. It's somewhere in the document where it says presents and her name.

THE WITNESS: It says my name?

BY MR. BROWN:

Q. Yes. Something that's marked page 39.

A. Okay. Can I explain this?

Q. Please.

A. This was probably presented by, at that time the National Outreach manager at a HOPE Now event that we work with the Treasury Department. It was probably held in Michigan. So that's why they were giving my

1 information on this, so that the folks on the local
2 presence, they would be able to contact me. As we
3 travel through the country the HOPE team gives these
4 presentations on a slide to all the markets that we go
5 into. This just happened to be presented at the time
6 they were in Michigan, wherever we were doing this.

7 Q. So you were identified as the contact for GMAC?

8 A. Correct, in 2012.

9 Q. Had similar such identification been made of you in
10 other presentations prior to this, do you know?

11 A. Not to my knowledge. I didn't even know about this
12 one. I'm usually talking to the borrower when this is
13 going on in another room.

14 MR. BROWN: No further questions.

15 MR. DeLUCA: Are you done?

16 MR. BROWN: Yep.

17 MR. DeLUCA: Do you have any?

18 MR. MILSTONE: I have no questions.

19 MR. DeLUCA: Can we just take a five minute
20 break.

21 MR. BROWN: For whether you want to ask
22 something or not?

23 MR. DeLUCA: Yes.

24 MR. BROWN: Yes.

25 (Off the record at 12:30 p.m.)

(Back on the record at 12:42 p.m.)

MR. BROWN: Let's put on the record that Mr. DeLuca's graciously agreed to hang on to the original exhibits from the Scully deposition for use tomorrow at the person most knowledgeable deposition. We will then give them to the court reporter who comes from that, which may or may not be today's court reporter.

MR. DeLUCA: I will hold onto them for tomorrow. Thank you. All set.

(The deposition was concluded at 12:43 p.m. Signature of the witness was not requested by counsel for the respective parties hereto.)

Exhibit 4

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

UNITED STATES BANKRUPTCY COURT Southern District of New York		PROOF OF CLAIM
Name of Debtor: Residential Capital, LLC, et al., Claim v. GMAC Mortgage LLC		Case Number: Case No. 12-12020
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Gerard Wiener, for himself and as representative of the Estate of roland Wiener		COURT USE ONLY
Name and address where notices should be sent: Gerard Wiener c/o David J. Brown, Attorney at Law 1135 Ulloa Street, San Francisco CA 94127 Telephone number: (415) 716-7786 email: djbrown2008@gmail.com		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where payment should be sent (if different from above): Telephone number: _____ email: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
1. Amount of Claim as of Date Case Filed: \$ <u>299,000.00</u>		
If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input checked="" type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: <u>Fraud, violation of statute, wrongful foreclosure, negligence</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: <u>0 7 0 0</u>	3a. Debtor may have scheduled account as: <u>Disputed claim</u> (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).
<input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).
Amount entitled to priority: \$ _____		
*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this pr		



1212020121109000000000006

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

2

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

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

If the documents are not available, please explain: Attached is copy of Third Amended Complaint against GMAC Mortgage LLC, & Statement

8. Signature: (See instruction #8)

Check the appropriate box.

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

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

Print Name: David J. Brown

Title: Attorney at Law

Company: _____

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

1135 Ulloa Street, San Francisco, CA 94127

/s/ David J. Brown

11/09/2012

(Signature)

(Date)

Telephone number: (415) 716-7786 email: dibrown2008@gmail.com

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

INSTRUCTIONS FOR PROOF OF CLAIM FORM

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

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

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

Creditor's Name and Address:

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

1. Amount of Claim as of Date Case Filed:

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

2. Basis for Claim:

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

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

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

3a. Debtor May Have Scheduled Account As:

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

3b. Uniform Claim Identifier:

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

4. Secured Claim:

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

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

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

6. Credits:

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

7. Documents:

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

8. Date and Signature:

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

DAVID J. BROWN
1135 Ulloa Street
San Francisco, CA 94127
Telephone: (415) 716-7786
E-Mail: djbrown2008@gmail.com

Attorney for Gerard Wiener

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

-----X	
In re:	:
	: Chapter 11
Residential Capital, LLC, <i>et al.</i> ,	:
	: Case No. 12-12020
Debtors,	:
	: Jointly Administered
-----X	

STATEMENT FOR PROOF OF CLAIM OF GERARD WIENER

Gerard Wiener, for himself and as the representative of the Estate of Roland Wiener, bases his claim against debtor GMAC Mortgage, LLC, on his pending claims against GMAC Mortgage pending in the United States District Court, Eastern District of Michigan. He reserves all rights that exist or may come into existence to request a jury trial and have the claim lawsuit resolved in the District Court in Michigan or the United States District Court in the southern District of New York. What is attached to his Proof of Claim is the now operative Third Amended Complaint in the case. Hundreds of pages of documents support his claim and are on

file in that case.

Dated: November 9, 2012
San Francisco, California

Respectfully Submitted

DAVID J. BROWN

/s/ David J. Brown
David J. Brown, CA Bar No. 56628
1123 Ulloa Street
San Francisco, CA 94127
Telephone: (415) 716-7786
E-Mail: djbrown2008@gmail.com

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

GERARD WIENER, individually, and as
Personal Representative of the Estate of
Roland C. Wiener,

Plaintiff,

Case No. 11-10770
Hon. George Caram Steeh

v

BANKERS TRUST COMPANY, a foreign
Company, and GMAC MORTGAGE, LLC, a
Delaware corporation, and FEDERAL HOME LOAN
MORTGAGE CORPORATION, a foreign corporation,
and JEFFREY BASKIN, an individual and LAUREN
NEWMAN, an individual, and FIFTH THIRD MORTGAGE -
MI, LLC, a foreign limited liability company.

Defendants

and

JEFFREY BASKIN, an individual, and LAUREN
NEWMAN, an individual,

Defendants/Counter-Plaintiffs/Cross-
Plaintiffs,

v.

GERARD WIENER, individually, and as Personal
Representative of the Estate of Roland C. Wiener,

and

FEDERAL HOME LOAN MORTGAGE CORPORATION, a
Foreign corporation,

Defendant/Cross-Defendant.

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269-226-2958

THIRD AMENDED COMPLAINT AND REQUEST FOR INJUNCTIVE RELIEF

NOW COME Plaintiffs, by and through their attorneys, Beals Hubbard, PLC, and for
their Third Amended Complaint, state as follows:

1. Plaintiff Gerard Wiener is an individual person, the son of the late Roland C. Wiener, and the Personal Representative of the Estate of Roland C. Wiener (the "Estate").
2. The real property which is the subject matter of this litigation and as asset of the estate is located at 1946 Parmenter Boulevard, Building 53, Apartment 305, Royal Oak, Oakland County, Michigan 48073 (the "Property").
3. On information and belief, Defendant Bankers Trust Company (Bankers Trust) is a foreign corporation that engages in, among other things, purchasing mortgages from other

entities, which mortgages secured loans on real properties in Michigan, including the subject property, and is therefore amenable to the court's general personal jurisdiction pursuant to MCL 600.711.

4. Defendant GMAC Mortgage, LLC ("GMAC"), is a Delaware corporation that engages in continuous, systematic business in Michigan, and is therefore amenable to the court's general personal jurisdiction under MCL 600.711.

5. Defendant, Federal Home Loan Mortgage Corporation ("Freddie Mac"), is a foreign corporation, doing business in the State of Michigan, County of Oakland and therefore has sufficient minimum contacts with the State of Michigan to be amenable to this court's general jurisdiction.

6. Defendants, Jeffrey Baskin and Lauren Newman are, upon information and belief, residents of the State of Michigan and presently claim to have an ownership interest in the Property. Ex. A.

7. Defendant, Fifth Third Bank, is a federally chartered Bank claiming a mortgage interest in the Property.

8. Venue is appropriate in this court because the property that is subject matter of this lawsuit is located in Royal Oak, Oakland County, Michigan; thus the Estate was opened in Oakland County Probate Court; and because some of the acts giving rise to this lawsuit occurred in Oakland County, Michigan.

COMMON ALLEGATIONS

9. Plaintiff realleges and incorporates by reference the allegations in paragraph 1 through 7.

10. In May, 1972, the deceased Roland Wiener purchased the subject real property located at 1946 Parmenter Boulevard, Apartment 305, Building 53, Segment 19, Royal Oak, Michigan 48073, more particularly described as:

Apartment 305, Building 53, of Coventry Parkhomes-Segment 19 Condominium, according to the Master Deed recorded in Liber 5753, page 52, last amended by amendment recorded in Liber 14227, Page 725, Oakland County Records and designated as Oakland County Condominium Subdivision Plan No. 240, and any amendments thereto, together with an undivided interest in the general common elements and limited common elements as set forth in the above-described Master Deed in Act 59 or the Public Acts of 1978, as amended. Parcel Identification No. 63-72-20-32-476-086.

11. On February 12, 1997, to refinance his purchase of the property, Roland Wiener borrowed money from Homecomings Financial Network. The loan was secured by a mortgage, now held by defendant Bankers Trust as Trustee by assignment.

12. On information and belief, as of February 2010, the amount due and owing on the mortgage was approximately \$69,000.00.

13. On information and belief, defendant GMAC does not own or hold the mortgage, but is the servicer of the mortgage who collects amounts due on behalf of the owner or holder of the mortgage.

14. On January 23, 2009, Roland Wiener died intestate. On June 30, 2009, Gerard Wiener opened Roland Wiener's estate and became its personal representative. (Oakland County Probate Court case number 2009-324047-DE).

15. In addition to Gerard Wiener, there are two other heirs of Roland Wiener's estate: Alice Wiener and Charlotte Wiener, the daughters of Roland Wiener and sisters of Plaintiff Gerard Wiener.

16. In November 2008, some two months prior to his father's death, Plaintiff contacted GMAC as attorney-in-fact for Roland Wiener, seeking to refinance the mortgage.

17. Subsequent to Roland Wiener's death in January 2009, Plaintiff had dealings/contacts with GMAC as follows:

18. On or about February 4, 2009, Plaintiff called GMAC to discuss the mortgage. He was kept on hold for 46 minutes, then transferred to the Assumptions Department, which told him they could not speak with him unless they had a probate court letter of authority. He advised them that an estate had not been opened, but that he would send the death certificate. He also provided all of his contact information and requested that they add it to the file. He continued to make the mortgage payments.

19. On February 20 and 27 and March 6 and 13, 2009, Plaintiff called GMAC to discuss the mortgage and whether there was mortgage life insurance. He was either disconnected, improperly routed, or informed that they had not received the death certificate and, therefore, could not speak with him. Plaintiff offered them his attorney's name and contact information.

20. On March 3, 2009, Plaintiff sent a letter to Defendant GMAC's Waterloo, Iowa, Assumptions Department explaining the status of matters.

21. On March 27, 2009, Plaintiff called GMAC and informed that, because the Estate could not reach the appropriate representative to discuss the status of the mortgage, including the removal of improper and unnecessary fees and charges, Plaintiff indicated that the Estate would deem GMAC in breach of its obligations under the Mortgage and Note. He was advised that they still had not received the death certificate.

22. On April 15, 2009, Plaintiff called GMAC again. He was on hold for 42-plus minutes and disconnected before the Assumptions Department refused to deal with him, except for recommending that the estate quit-claim the property to them. They advised him that they would speak with him when they received his letters of authority. He requested to speak with a supervisor or someone else in authority. They refused.

23. On April 29 and May 6, 2009, Plaintiff called GMAC again. He again provided his contact information.

24. On June 30, 2009, Plaintiff called GMAC again to inform them that the estate had been opened. They instructed him to send his letters of authority and the death certificate to the Assumptions Department. He was told that it would take about a week. He gave them the probate case number.

25. On July 6, 2009, he called GMAC to say he would send the documents by mail, and that GMAC could verify the information online. They said they did not confirm online and advised that the best course was to fax them the documents.

26. On July 7, 2009, Plaintiff called GMAC again. They would not speak with him without having his letters of authority. Plaintiff's attorney immediately faxed plaintiff's letters of authority to the GMAC Assumptions Department.

27. On July 9, 2009, Plaintiff called GMAC to confirm receipt with the Assumptions Department. They had not received them. They transferred him to the Collections Department, who said it looked like they had something from him, but that they needed to "access the file." He was then transferred back to Assumptions, which assured him they had received nothing. He was told that it could take "up to a couple weeks" for them to receive the fax.

28. On July 16, 2009, Plaintiff again called GMAC. He was told that they still had not received the documents. They advised him to wait two more weeks to "give it time to get into their system" and, in response to his inquiry, said it would not do any good to speak with anyone else there (such as a supervisor). Plaintiff again provided his contact information.

29. On July 28, 2009, Plaintiff called GMAC again, informing them that he was able to personally hand-deliver the documents in the Detroit area if they still had not received them. They had not received the documents and requested that he re-fax them.

30. On July 30, 2009, Plaintiff's attorney re-faxed Plaintiff's letters of authority and the death certificate to GMAC.

31. From February 4 through August 7, 2009, as documented by Paypal transactions, Skype and AT&T telephone records, email records and his personal notes, Gerard Wiener attempted to communicate with GMAC some 53 times to discuss the mortgage and possible payoff or loan modification options, and the cessation of monthly payments for costly "add-ons" which plaintiff deemed to be worthless.

32. On August 7, 2009, Plaintiff called GMAC again. He was informed that GMAC had not received anything, and to wait 30-45 days. On the same date, Plaintiff's attorney again re-faxed the documents to GMAC. On the same date, Plaintiff emailed GMAC detailing his frustration in dealing with them, and requesting assistance.

33. On August 11, 2009, Plaintiff received an email response from GMAC, apologizing for his "phone experience" and advising him that his information had not been updated in their system. They wrote that it was "taking about 30 days for the Assumptions Department to process incoming mail and/or faxes." Plaintiff called them, saying it had been

much more than 30 days since he first sent the documents. He was advised to continue to wait. He then sent another email to GMAC and was sent the same response (to wait 30 days).

34. On August 13, 2009, Plaintiff learned that Defendant GMAC had foreclosed on the mortgage, and that the property was scheduled for a September 8, 2009 sheriff's sale. He called Orlans Associates, PC ("Orlans"), GMAC's foreclosure attorneys, objecting to the foreclosure and sale. Orlans said they would let GMAC know, and for Plaintiff to have his attorney send the letters of authority and death certificate to Orlans. On August 14, 2009, Plaintiff's attorney faxed both documents to Orlans.

35. On August 17, 2009, Plaintiff's attorney sent an overnight letter to Orlans requesting a meeting under the July 5, 2009 Michigan foreclosure statute (MCL 600.3205a-c). His attorney was informed that the request was too late because Orlans had sent a notice to Roland Wiener on July 10, 2009 (three days after plaintiff's attorney first faxed plaintiff's letters of authority to GMAC), and that the 14 days provided for by the statute for such a request had passed.

36. In an August 18, 2009 telephone conference with Orlans, plaintiff's attorney learned that the first-class letter/notice to Roland Wiener regarding foreclosure had been returned to Orlans on July 30, 2009 marked, "Deceased-Unable To Forward," and that the same letter, sent by certified mail, had been returned, unsigned for on August 7, 2009.

37. On August 21, 2009, Plaintiff's attorney spoke with GMAC Assumptions Department. They confirmed receipt of plaintiff's letters of authority and Roland Wiener's death certificate. On the same date, Plaintiff himself spoke with GMAC. He requested a meeting with GMAC as provided for by the new statute. GMAC said it was up to Orlans at that point. On the

same date, Plaintiff's attorney called Orlans and left two voice mail messages requesting a meeting with GMAC.

38. On August 24, 2009, Plaintiff's attorney sent Orlans Associates a letter by overnight mail and telefax, requesting adjournment of the foreclosure sale while plaintiff explored a loan modification with GMAC. The letter detailed Plaintiff's six months of contacts and attempted contacts with GMAC since approximately February 4, 2009, and contended that GMAC knew or had reason to know that Roland Wiener had died, and that neither the deceased Mr. Wiener (obviously) nor his estate had been provided with the required statutory notice of GMAC's intent to foreclose.

39. On information and belief, HOPE/KEYCHAIN ALLIANCE, Detroit Hope Partnership (HOPE), is a program created and operated by Defendant GMAC to assist mortgagors in saving their homes from foreclosure.

40. Patricia Scully ("Scully") was at all times pertinent to this lawsuit the Community Relations Manager for HOPE, acting for, on behalf, and as the agent of Defendant GMAC.

41. On August 25, 2009, Plaintiff's attorney received a voice mail message from "Patricia Scully from GMAC. I am the community relations person in loss mitigation right here in St. Clair Shores, Michigan, and I'm the person you need to speak with." She apologized for "all this brouhaha" over the last several months. During a phone conversation with Plaintiff's attorney the same day, she said that she had authority to act on behalf of GMAC regarding "loss mitigation." She said she would adjourn the sheriff's sale for 30 days. She emailed Plaintiff's attorney a copy of her email to Orlans requesting that the September 8, 2009 sheriff's sale be adjourned to October 13, 2009 "to allow more time for loss mitt." (The sale was actually adjourned to October 20).

42. Patricia Scully's email information identified her as the Community Relations Manager, GMAC ResCap, Homecomings Financial/Keychain Alliance, Detroit HOPE Partnership.

43. Also on August 25, Plaintiff's attorney received a call from "Ms. Ross" of GMAC. She reported that GMAC had received the death certificate but needed a loss mitigation plan in order to adjourn the sheriff's sale. I informed her that I had spoken with Scully, who had already adjourned the sale. She said she would defer to Scully, then, and would call her. She said that she, Ross, was merely calling because GMAC Waterloo (Iowa) had requested that she do so.

44. On September 10, 2009, following telephone conversations with her, Plaintiff emailed Scully requesting to meet with her. On September 15, Scully replied regarding when within the next two weeks would be a good time for plaintiff to meet.

45. On or about September 28, 2009, Plaintiff's attorney learned that Plaintiff had suffered a stroke. On September 30, Plaintiff's attorney therefore called Scully and left voice mail messages on her office and mobile phones requesting the full 90 days provided for by the statute to work out a modification of the mortgage loan. Plaintiff's attorney called Scully again on October 5 and left messages. He also sent Scully an email message indicating, among other things, that a successor personal representative might have to be appointed, requiring additional time to continue the mortgage modification discussions with her.

46. On October 5, 2009, plaintiff's attorney received an email from Scully, saying she had spoken with Plaintiff's sister regarding Plaintiff's condition, and that she, Scully, would adjourn the sale.

47. On October 8, 2009, Scully sent a proposed six-month "forbearance agreement" to forestall the sheriff's sale while Plaintiff and GMAC came to an agreement regarding a modification. The agreement provided for a monthly payment of one-half the usual amount, beginning November 10, 2009.

48. On October 14, 2009, Plaintiff's attorney emailed Scully that the estate was inclined to enter the forbearance agreement, with a requested change of the payment due date from the 10th to the 15th; that Plaintiff would sign the agreement; and to please advise by what means Plaintiff should submit the agreement. On the same date, Scully adjourned the sheriff's sale from October 20 to November 17, 2009 "to allow more time for loss mitt options."

49. On November 13 and November 16, 2009, though Scully had not yet responded to his requested due-date change in the forbearance agreement or to say how the agreement should be submitted, plaintiff attempted to pay GMAC the agreed-upon revised amount by the same method he had used to make the regular mortgage payments. He could no longer access the account. He emailed Scully to that effect.

50. On November 16, 2009, Scully emailed plaintiff in response that he probably could not access the account because she had not received confirmation that plaintiff would sign the special forbearance agreement, and that the 50 percent payment amount was no longer an option. She wrote that she needed "all the financials/HAMP pkg." She questioned her ability to adjourn the November 17 sale on such short notice, but she emailed the application forms Plaintiff needed to submit.

51. On November 17, 2009, Scully emailed plaintiff's attorney that she had adjourned the sale for one week, or until November 24. She wrote that she "needed HAMP pkg completed so I can submit it for loss mitigations options."

52. On November 19, 2009, Scully emailed plaintiff offering a plan she described as "the bottom line." The payment would reduce for six months to 70 percent of the regular amount, "give the estate time to figure out what they want to do." She needed the paperwork submitted by the next day to request the "Special Forbearance." Otherwise, she would assume that Plaintiff had decided to let the property "go to FC sale on 11/24."

53. On November 20, 2009, Plaintiff faxed the paperwork to Scully. On November 23, 2009, Scully emailed Plaintiff and his attorney that she had "received the fax you sent over last week," and that she would have Plaintiff's sister "complete the assumption pkg" that had been sent to Plaintiff in September 2009. She also advised that *the FC [foreclosure] sale has been adjourned to 12/29/2009.*

54. On December 23, 2009, Plaintiff emailed Scully that his sister had completed the forms, which were faxed to Scully that date. Plaintiff reminded Scully that the sheriff's sale was scheduled for December 29.

55. On December 28, 2009, Plaintiff's attorney emailed Scully, reminding her to adjourn the sheriff's sale while the loan workout was underway. His attorney also called Scully on her mobile phone and left a voicemail message. Plaintiff also called and emailed her.

56. On December 29, 2009, Plaintiff's attorney called Scully again and left a message. Scully never responded in any way to the application/documents which were submitted, or to the telephone and email messages which Plaintiff and his attorney left for her.

57. With Scully still having not responded, on January 8, 2010, plaintiff contacted defendant GMAC. He learned that the property had been sold at sheriff's sale on January 5, 2010. The property was purchased by the Federal Home Loan Mortgage Corporation for \$65,000.00.

58. The redemption period under the sheriff's sale expired on July 5, 2010.

59. Neither Defendant GMAC nor Scully have ever said, in writing or otherwise, why they abandoned the mortgage workout effort which was underway with the estate and caused the property to be sold at the sheriff's sale.

60. On June 20, 2010, this Court entered an Order tolling the Statutory Redemption Period until further order of the Court.

61. The parties Stipulated to the Entry of the Order.

62. On October 5, 2010, counsel for Defendants, GMAC and Bankers Trust sent a letter to this Court indicating that, notwithstanding the June 20, 2010 Order, GMAC/Bankers Trust/Federal Home Loan Mortgage Corporation sold the Property to Jeffrey Baskin and Lauren Newman in August, 2010. Ex. A.

63. GMAC claims it notified Federal Home Loan Mortgage Corporation in writing to place a hold on the Property and not to sell it; yet, to date, this "writing" has not been produced.

COUNT 1: VIOLATION OF MCL 600.3205a-c

64. Plaintiff realleges and incorporates by reference the allegations in paragraphs 1 through 62.

65. Pursuant to MCL 300-3205a(1), Defendants were required to serve a written notice on Plaintiff that contained the following information, in part:

d. ...[T]he borrower may request a meeting with the designated agent to attempt to work out a modification of the mortgage loan to avoid foreclosure;

e. That if the borrower requests the meeting, foreclosure proceedings will not be commenced until 90 days after the notice is sent; ...

g. If the borrower meets the criteria for a modification under 600.3205c(1), but borrower is not offered a modification, the foreclosure must proceed before a judge instead of by advertisement.

66. On or about August 18, 2009, Plaintiff's attorney obtained from the Orleans law firm the notice which had been sent to Roland Wiener on July 10.

67. Thereafter, as set forth above, Defendant offered and Plaintiff accepted the offer to submit an application to forestall further foreclosure of the mortgage and the sheriff's sale of the property "to give the estate time to figure out what it wanted to do."

68. While the forbearance arrangement and Plaintiff's sister's assumption application were pending, Defendant GMAC abandoned consideration and review of Plaintiff's application, and despite its representations to the contrary, continued with the foreclosure proceedings, including the sheriff's sale.

69. By abandoning the workout process mid-stream, Defendant GMAC thwarted Plaintiff estate's right to have Defendant GMAC determine whether the estate met the criteria for a modification under MCL 600.3250c(1)(a).

70. MCL 600.3205c(1)(b) required Defendant GMAC to modify the terms of the mortgage using one or more of the features provided for therein. Plaintiff submits that, applying the features, it likely would have been eligible for a loan modification.

71. If Plaintiff met the criteria but was not offered a modification, the foreclosure would have to proceed before a judge, pursuant to MCL 600.3103 *et seq.*, rather than by advertisement.

72. Although Plaintiff may be eligible for a loan modification, Defendant GMAC is foreclosing on the subject mortgage by advertisement.

73. Defendants GMAC and Bankers Trust are in violation of MCL 600.3205a-c in ways including, but not necessarily limited to, the following:

- a. By failing to provide Plaintiff with a copy of the calculations made to determine its eligibility for a loan modification, in violation of MCL 600.3205c(5)(a);
- b. By failing to provide Plaintiff with a copy of the program, process, or guidelines under which Defendant GMAC would make its determination, in violation of MCL 600.3205c(5)(b); and
- c. By failing to proceed to foreclosure by judicial action, and, instead, by proceeding by advertisement, in violation of MCL 600.3405c(6).

WHEREFORE, Plaintiff Gerard Wiener, individually and as Personal Representative of the Estate of Roland C. Wiener, respectfully requests that this Court enter and order:

- A) Staying and holding in abeyance the redemption period on the sheriff's sale of the subject property;
- B) Rescinding, cancelling, voiding and/or setting aside the sheriff's sale of the subject property;
- C) Restraining Defendants GMAC and Bankers Trust, and permanently enjoining Defendants from conveying, selling, or otherwise encumbering the property, and from commencing any eviction or summary proceedings against Plaintiff;
- D) Enjoining Defendants GMAC and Bankers Trust, and its agents or attorneys, from foreclosing by advertisement on the subject mortgage; and ordering that Defendants foreclose, if at all, by judicial action under MCL 600.3103 *et seq.*;
- E) That Defendants GMAC and Bankers Trust and their agents provide Plaintiff with a copy of the calculations they made to determine Plaintiff's eligibility for a loan modification;

F) That Defendants GMAC and Bankers and their agents provide Plaintiff with a copy of the program, process, or guidelines under which they make their loan modification calculations;

G) Any other relief this Court deems just and necessary in the interests of justice.

COUNT II: NEGLIGENCE

74. Plaintiff realleges and incorporates by reference the allegations in paragraphs 1 through 72.

75. Defendants GMAC and Bankers Trust owed Plaintiff a duty to exercise the appropriate standard of care, to follow through with the special forbearance and other proceedings it initiated with Plaintiff regarding modification of the mortgage at issue, to determine whether Plaintiff was eligible for a loan modification using the process and calculations set forth in MCL 600.3205c(1)(a) and (b), and otherwise to follow the law as set forth in MCL 600.3205a-c.

76. Defendants GMAC and Bankers Trust breached their duty in several ways including, but not limited to:

- a. By abandoning the loan modification process in which Plaintiff was engaged without justification and without notification to Plaintiff;
- b. By failing to adjourn the December 29, 2009 sheriff's sale to a date which would accommodate the forbearance agreed to and relied upon by Plaintiff;
- c. By failing to determine Plaintiff's eligibility for a loan modification;
- d. By failing to provide Plaintiff with a a copy of the calculations Defendants GMAC and Bankers Trust made to determine Plaintiff's eligibility for a loan modification; and/or

- e. By failing to provide Plaintiff with a copy of the program, process, or guidelines under which Defendants GMAC and Bankers Trust make their loan modification calculations.

77. As an actual, direct and proximate result of Defendant GMAC's and Bankers Trust's breach of their duties, Plaintiff was injured by, among other things, having suffered significant mental and emotional injuries and substantial economic loss, having expended substantial resources for maintenance, improvement and other expenses relative to the subject property, and economic losses due to the incidental and consequential costs, including legal fees, of Defendants' negligence and outrageous, unjustifiable conduct. Plaintiff is therefore entitled to damages.

WHEREFORE, Plaintiff Gerard Wiener, individually and as Personal Representative of the Estate of Roland Wiener, respectfully requests this honorable court to enter an award of actual damages in excess of \$25,000, as well as exemplary damages in Plaintiff's favor and against Defendants, and award such other relief as this court deems necessary in the interests of justice.

COUNT III: BREACH OF CONTRACT

78. Plaintiff realleges and incorporates by reference the allegations in paragraphs 1 – 76.

79. On or about November 20, 2009, Plaintiff entered a forbearance agreement with Defendants GMAC and Bankers Trust, whereby the mortgage loan payment would be reduced for a period of six months to allow Plaintiff time to do a loan modification agreement or otherwise save the property from foreclosure and sheriff's sale.

80. On or about November 20, 2009, Plaintiff submitted the paperwork necessary for the agreement and for having his sister, an heir of Roland Wiener and an interested party of the estate, considered to assume the mortgage.

81. Defendants GMAC and Bankers Trust breached the agreement by not reducing the mortgage loan payment as agreed, by not providing Plaintiff time to be considered for a loan modification agreement or for Plaintiff's sister to assume the mortgage, as agreed, and by not holding the foreclosure and sheriff's sale in abeyance, as agreed.

82. As a direct and proximate result of Defendants GMAC and Bankers Trust's breach of the agreement, Plaintiff has suffered and continues to suffer economic losses in excess of \$25,000.00 due to the incidental and consequential costs, including the accruing costs of this lawsuit, of Defendants' breach of the agreement.

WHEREFORE, Plaintiff Gerard Wiener, individually and as Personal Representative of the Estate of Roland Wiener, respectfully requests this honorable court to enter an award of actual damages in excess of \$25,000, as well as exemplary damages in Plaintiff's favor and against Defendants, and award such other relief as this court deems necessary in the interests of justice.

COUNT IV: AGENCY/RESPONDEAT SUPERIOR

83. Plaintiff realleges and incorporates by references the allegations in paragraphs 1-81.

84. At all relevant times, Patricia Scully held herself out as an employee of Defendant GMAC, and identified herself as the person Plaintiff needed to speak with regarding mortgage loan loss mitigation.

85. At all relevant times, Scully was acting with actual, implied or apparent authority and within the scope of her employment with Defendant GMAC.

86. At all relevant times, Defendant GMAC was acting with actual, implied or apparent authority and within the scope of its responsibilities as the agent and services of the mortgage loan owned by Defendant Bankers Trust.

87. Accordingly, Defendant GMAC and Bankers Trust are liable for Scully's tortious acts as set forth in this Complaint, pursuant to doctrines of agency and respondeat superior.

WHEREFORE, Plaintiff Gerard Wiener, individually and as Personal Representative of the Estate of Roland Wiener, respectfully requests this honorable court enter an award of actual damages against Defendants in excess of \$25,000, and award such other relief as this court deems necessary in the interests of justice.

COUNT V: TEMPORARY RESTRAINING ORDER AND PERMANENT INJUNCTION

88. Plaintiff realleges and incorporates by references the allegations in paragraphs 1-86.

89. Plaintiff was eligible for a loan modification using the process and calculations set forth in MCL 600.3205c(1)(a) and (b) and/or was in the process of being considered by Defendants GMAC and Bankers Trust for such loan modification or other relief, and/or had not been ruled ineligible by Defendants.

90. Despite that Plaintiff was eligible for a loan modification, was in the process of being considered for same, or had not been ruled ineligible for such modification, Defendants GMAC and Bankers Trust are foreclosing by advertisement rather than by judicial action, in violation of MCL 600.3101, *et seq.*

91. Defendants GMAC and Bankers Trust have violated MCL 600.3205c(5)(a) by failing to make calculations and/or to provide Plaintiff with a copy of the calculations they made to determine Plaintiff's eligibility for a loan modification.

92. Defendants GMAC and Bankers Trust have violated MCL 600.3205c(5)(b) by failing to make a determination and/or provide Plaintiff with a copy of the program, process or guidelines under which they made their loan modification determination regarding Plaintiff's application and eligibility for a loan modification.

93. Based upon the foregoing facts, Plaintiff is entitled to injunctive relief that, among other things, enjoins Defendants from continuing to foreclose on the mortgage by advertisement, that sets aside the sheriff's sale, and that stays the running of the redemption period that expires on July 5, 2010.

94. In addition to the statutory violations set forth above, Plaintiff has stated valid causes of action against Defendants. Unless the Court stays the running of the redemption period, Plaintiff will suffer an irreparable injury in that he will be wrongfully dispossessed of his father's home and the property of the estate, and of his rights under MCL 600.3205a-c.

95. Defendants will not be unfairly prejudiced by the issuance of a temporary restraining order because their right to foreclosure, if any, is still preserved.

96. Plaintiff is likely to prevail on the merits of the underlying causes of action.

97. In the absence of injunctive relief, Plaintiff has no adequate remedy at law.

WHEREFORE, Plaintiff Gerard Wiener respectfully requests this Court to enter and order as follows:

A) Staying and holding in abeyance the redemption period on the sheriff's sale of the subject property;

- B) Rescinding, cancelling, voiding and/or setting aside the sheriff's sale of the subject property;
- C) Restraining Defendants GMAC and Bankers Trust, and permanently enjoining Defendants from conveying, selling, or otherwise encumbering the property, and from commencing any eviction or summary proceedings against Plaintiff;
- D) Enjoining Defendants GMAC and Bankers Trust, and its agents or attorneys, from foreclosing by advertisement on the subject mortgage; and ordering that Defendants foreclose; if at all, by judicial action under MCL 600.3101 *et seq.*;
- E) That Defendants GMAC and Bankers Trust and their agents provide Plaintiff with a copy of the calculations they made to determine Plaintiff's eligibility for a loan modification;
- F) The Defendants GMAC and BANKERS and their agents provide Plaintiff with a copy of the program, process, or guidelines under which they make their loan modification calculations;
- G) Any other relief this Court deems just and necessary in the interests of justice.

COUNT VI—CONVERSION/STATUTORY CONVERSION

98. Plaintiffs restate and reallege the allegations contained in Paragraphs 1 – 96 of the Complaint as if the same were fully set forth herein.

99. Statutory conversion is converting property or knowingly buying, receiving, or aiding in the concealment of any converted property.

100. The Property is an asset of the Estate of Roland C. Weiner.

101. Federal Home Loan Mortgage Corporation, GMAC, and/or Bankers Trust knew or should have known that the Property was not to be disposed of.

102. With the exception of Jeffrey Baskin and Lauren Newman, Defendants in concert willfully and wrongfully asserted possession and control over the Property as well as aided in the conversion of the Property.

103. Defendant has an obligation to return the Property, but Defendants has failed to do so.

104. As a result of Defendants' common law and statutory conversion, Plaintiffs have suffered actual damages, including but not limited to compensatory damages, consequential damages and/or exemplary damages.

105. As a result of Defendant's statutory conversion, Plaintiff is entitled to treble damages pursuant to MCL 600.2919a.

WHEREFORE, Plaintiff Gerard Wiener respectfully requests this Court to enter an order requesting that the Property be returned, awarding actual damages, including but not limited to compensatory damages, consequential damages, exemplary damages, and treble damages, costs and attorney fees, and any further relief the Court deems equitable and just.

COUNT VII—DECLARATORY JUDGMENT

106. Plaintiffs restate and reallege the allegations contained in Paragraphs 1 – 104 of the Complaint as if the same were fully set forth herein.

107. Because Defendants have sold the Property in violation of this Court's June 20, 2010 Order, Plaintiffs require this Court to declare the legal rights and duties of all parties to this case.

108. This Court has jurisdiction over the parties' disputes because it would have jurisdiction over the same claims in which the Plaintiffs seek relief.

109. Under MCR 2.605, therefore, declaratory relief is appropriate.

COUNT VIII—ACTION TO DETERMINE INTEREST IN LAND UNDER MCR 3.411

115. GMAC/Banker's Trust's conduct was therefore malicious.

116. GMAC/Banker's Trust filed false notices of foreclosure by advertisement that were patently untrue on their face.

117. GMAC/Banker's Trust also facilitated the sale of the property in derogation of Court order and a lis pendens, causing a false deed to be filed in the chain of title.

118. As a direct and proximate result of Banker's Trust/GMAC's conduct, Plaintiffs have suffered special damages, including, but not limited to, legal fees and costs.

119. As noted above in detail, Freddie Mac caused the property to be sold and a deed to be recorded in derogation of a Court order and properly filed lis pendens.

120. Freddie Mac knew of the existence of the Court Order either directly or through its agent, GMAC/Banker's Trust.

121. Freddie Mac further knew that it did not have title to the property.

122. Freddie Mac filed a false deed in the chain of title.

123. As a direct and proximate result of Freddie Mac's conduct Plaintiffs have suffered special damages, including, but not limited to, legal fees and costs.

WHEREFORE, Plaintiffs respectfully request that Court enter an order:

- A. Setting aside the August, 2010 sale;
- B. Discharging any liens, mortgages currently encumbering the Property;
- C. Awarding Plaintiffs all of the legal fees and costs they have incurred in removing the deed from Freddie Mac to Newman and Baskin from the chain of title;
- D. Awarding any further relief the Court deems equitable and just.

Respectfully Submitted,

Beals Hubbard, PLC

/s/Gavin J. Fleming

Gavin J. Fleming (P68366)

Chanelle Kizy-White (P69678)

Attorneys for Plaintiffs

Beals Hubbard, PLC

30665 Northwestern Highway, Ste. 100

Farmington Hills, MI 48334

248-932-1101

Dated: November 8, 2011

Exhibit 5



Back Print

Case Number 2010-111283-CH
Entitlement WIENER GERARD vs. BANKERS TRUST CO
Judge Name WENDY L. POTTS
Case Filed 06/22/2010
Case Disposed 02/25/2011
Case E-Filed YES

Date	Code	Description
01/17/2014	OTH	NTC ENT CNFRMATN ORD CNFRM 2ND AMD JT PLN FILED
10/17/2012	OTH	NTC OF ESTABLISHMENT OF INFORMAL WEBSITE FILED
09/19/2012	OTH	PROOF OF CLM NTC OF DEADLINE FILED
06/29/2012	ORD	ORDER FILED BNKRPTCY STAY AS TO GMAC MORTGAGE ONLY
06/28/2012	CVB	BANKRUPTCY AS TO GMAC MORTGAGE ONLY/BJ
09/26/2011	MSR	MEDIATION STATUS REPORT FILED
05/24/2011	OMA	CASE EVALUATION OUTCOME 02102011 DISMISSED
05/03/2011	ORD	ORDER FILED DISMISS CASE EVAL SH/C
04/22/2011	OSC	ORDER SHOW CAUSE FILED RE CASE EVAL FEES
03/10/2011	POS	AFFIDAVIT/PROOF OF SERVICE FILED
02/25/2011	FD	FINAL DISPOSITION
02/25/2011	RVL	REMOVAL TO FEDERAL COURT/SES
02/25/2011	NTC	NOTICE FILED REMOVAL TO FEDERAL COURT
02/25/2011	ORD	ORDER FILED ADMIN CLOSING/REMOVAL
02/23/2011	SUM	P/S ON SUMMONS FILED 12/21/10
02/22/2011	JD	JURY DEMAND FILED
02/22/2011	ANS	ANSWER FILED TO COUNTER CMPLNT/AFM/PLF
01/26/2011	SUM	P/S ON SUMMONS FILED 01/04/11
01/25/2011	ANS	ANSWER FILED TO 1ST AMC/AFM/POS/DFTS BASKIN & NEWMAN
01/25/2011	CMC	COUNTER FILED /POS

Date	Code	Description
01/25/2011	CRC	CROSS FILED COMPLAINT/POS
01/19/2011	APP	APPEARANCE FILED /POS/BASKIN/NEWMAN
01/06/2011	SUM	P/S ON SUMMONS FILED 12/21/10
12/14/2010	WLT	WITNESS LIST FILED & EXH/PREL/POS/BANKERS TRUST & GMAC
12/14/2010	WLT	WITNESS LIST FILED PLFS/PRELIM/EXH
12/10/2010	WLT	WITNESS LIST FILED PRELIM EXPERT/PLF
12/10/2010	WLT	WITNESS LIST FILED PRELIM/EXPERT/POS/DFT
12/03/2010	APR	DATE SET FOR CASE EVAL ON 02102011 8:40 AM
12/02/2010	SI	SUMMONS ISSUED (3)
11/24/2010	AMC	AMENDED COMPLAINT FILED
11/17/2010	STO	STIP/ORD FILED AMD CMPLT
11/16/2010	RES	RESPONSE FILED TO MTN LVE FILE AMC/POS/DFTS
11/16/2010	TRN	TRANSCRIPT FILED 11/03/10 MTN FOR SANCTIONS
11/15/2010	STO	STIP/ORD FILED SUB OF ATTY FOR DFTS/POS
11/10/2010	MPR	MOTION PRAECIPE FILED FOR 11172010 JUDGE 05
11/10/2010	MTN	MOTION FILED FILE AMD CMPLT/NOH/BRF/POS/PLF
11/03/2010	M	MOTION FOR CONTEMPT TUA
11/03/2010	ORD	ORDER FILED RE MTN FOR CONTEMPT/SANCTIONS
11/02/2010	BRF	BRIEF FILED SUPPT MTN CONTEMPT & SANCTIONS
11/02/2010	OTH	EXHIBIT 1 TO PLF REP BRF FILED
11/01/2010	BRF	BRIEF FILED IN RES TO MTN COMTEMPT/SANCTIONS/POS
10/27/2010	MPR	MOTION PRAECIPE FILED FOR 11032010 JUDGE 05
10/27/2010	MTN	MOTION FILED CONTEMPT/BRF/NOH/PLF
10/01/2010	ORD	ORDER FILED MEDIATION
09/30/2010	ORD	ORDER FILED RE MTN SUM DISP
09/29/2010	DM	DEFENSE MOTION SUMMARY DISPOSITION -TUA-
09/22/2010	ORD	ORDER FILED SUB OF ATTYS/PLF
09/22/2010	RES	RESPONSE FILED PLF/IN OPP TO BANKERS SUM DISP/BRF
09/09/2010	OTH	DISMISS 9/22/10 SHOW CAUSE
09/09/2010	OSC	ORDER SHOW CAUSE FILED

Date	Code	Description
09/09/2010	SO	SCHEDULING ORDER FILED
09/04/2010	SC2	09/22/2010 SHOW CAUSE: FAILURE TO REQUEST ENTRY OF DEFAULT.
09/04/2010	SOP	SCHEDULING ORDER WRITTEN
09/04/2010		12/10/2010 EXPERT DATE.
09/04/2010		02/10/2011 CASE EVALUATION DATE.
09/04/2010		12/14/2010 WITNESS DATE.
09/04/2010		03/14/2011 MOTION DATE.
09/04/2010		01/13/2011 DISCOVERY DATE.
09/04/2010		05/27/2011 TRIAL DATE.
09/04/2010	APR	DATE SET FOR TRIAL ON 05272011 08 30 AM
08/11/2010	MPR	MOTION PRAECIPE FILED FOR 09292010 JUDGE 05
08/09/2010	MTN	MOTION FILED DFT/SUM DISP/BRF/NOH/POS
07/19/2010	NTC	NOTICE FILED APP/POS/BANKERS TRUST CO
07/19/2010	BRF	BRIEF FILED IN OPPT MTN FOR TEMP RO/PRELIM INJ/POS/DFT
07/07/2010	STO	STIP/ORD FILED SUB COUNSEL FOR DFT/POS
06/30/2010	M	MOTION FOR ORDER TO SHOW CAUSE HEARD
06/30/2010	ORD	ORDER FILED RE MTN TEMP RO
06/22/2010	MPR	MOTION PRAECIPE FILED FOR 06302010 JUDGE 05
06/22/2010	MPR	MOTION PRAECIPE FILED FOR 06302010 JUDGE 05
06/22/2010	C	COMPLAINT FILED
06/22/2010	SI	SUMMONS ISSUED
06/22/2010	SUM	P/S ON SUMMONS FILED 06/22/10
06/22/2010	OSC	ORDER SHOW CAUSE FILED

Exhibit 6

CLOSED

**U.S. District Court
Eastern District of Michigan (Detroit)
CIVIL DOCKET FOR CASE #: 2:11-cv-10770-GCS-PJK**

Wiener v. Bankers Trust Company, et al
Assigned to: District Judge George Caram Steeh
Referred to: Magistrate Judge Paul J. Komives
Case in other court: Oakland County Circuit Court, 10-
111283-CH
U.S. Court of Appeals - Sixth Circuit,
12-02362

Date Filed: 02/24/2011
Date Terminated: 02/10/2014
Jury Demand: None
Nature of Suit: 220 Real Property:
Foreclosure
Jurisdiction: Federal Question

Cause: 28:1331(a) Fed. Question: Real Property

Plaintiff

Gerard Wiener

*individually, and as Personal
Representative of the Estate of Roland
C. Wiener*

represented by **David J. Brown - NOT SWORN**

1135 Ulloa Street
San Francisco, CA 94127
415-716-7786
Email: djbrown2008@gmail.com
ATTORNEY TO BE NOTICED

Gavin J. Fleming

Fleming Yatooma & Borowicz PLC
1615 S. Telegraph Road
Suite 300
Bloomfield Hills, MI 48302
248-231-9594
Email: fleming@fyblaw.com
ATTORNEY TO BE NOTICED

V.

Defendant

Bankers Trust Company

*a foreign company
TERMINATED: 09/17/2012*

represented by **Frank M. DeLuca**

McKelvie Deluca
280 W. Maple Road
Suite 300
Birmingham, MI 48009-3344
248-952-5100
Fax: 248-952-5138
Email: fdeluca@mckelviedelUCA.com
ATTORNEY TO BE NOTICED

Defendant

GMAC Mortgage, LLC
a Delaware Corporation

represented by **Frank M. DeLuca**
(See above for address)
ATTORNEY TO BE NOTICED

Defendant

Federal Home Loan Mortgage Corporation
a foreign corporation
TERMINATED: 09/17/2012

represented by **Daniel P. Perk**
Miller Johnson
Rose Street Market Building
303 North Rose Street
Suite 600
Kalamazoo, MI 49007-3850
269-226-2961
Fax: 269-978-2961
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Craig H. Lubben
Miller, Johnson,
100 West Michigan Avenue
Suite 200
Kalamazoo, MI 49007-3960
269-226-2950
Fax: 269-226-2951
Email: lubbenc@millerjohnson.com
ATTORNEY TO BE NOTICED

Justin F. Carter
Morris, Laing, Evans, Brock &
Kennedy, Chtd.
1 East Wacker Drive
Suite 2500
Chicago, IL 60601
United Sta
316-383-6492
Fax: 316-383-6592
Email: jcarter@morrislaing.com
TERMINATED: 04/26/2011
ATTORNEY TO BE NOTICED

Defendant

Jeffrey Baskin
an Individual
TERMINATED: 09/17/2012

represented by **Bruce M. Gorosh**
Lefkofsky & Gorosh
31500 Northwestern Hwy
Suite 105
Farmington Hills, MI 48334
248-855-5508
Email: bgorosh@lgpclaw.com
(Inactive)
ATTORNEY TO BE NOTICED

Defendant**Lauren Newman***an Individual**TERMINATED: 09/17/2012*represented by **Bruce M. Gorosh**

(See above for address)

*ATTORNEY TO BE NOTICED***Defendant****Fifth Third Mortgage - MI, LLC***TERMINATED: 09/17/2012*represented by **Bruce M. Gorosh**

(See above for address)

*ATTORNEY TO BE NOTICED***Cross Claimant****Lauren Newman**represented by **Bruce M. Gorosh**

(See above for address)

*ATTORNEY TO BE NOTICED***Cross Claimant****Jeffrey Baskin**represented by **Bruce M. Gorosh**

(See above for address)

ATTORNEY TO BE NOTICED

V.

Cross Defendant**Federal Home Loan Mortgage
Corporation**represented by **Daniel P. Perk**

(See above for address)

*LEAD ATTORNEY**ATTORNEY TO BE NOTICED***Craig H. Lubben**

(See above for address)

*ATTORNEY TO BE NOTICED***Justin F. Carter**

(See above for address)

*TERMINATED: 04/26/2011**ATTORNEY TO BE NOTICED*

Date Filed	#	Docket Text
02/24/2011	<u>1</u>	NOTICE OF REMOVAL by Federal Home Loan Mortgage Corporation, a foreign corporation from Oakland County Circuit Court, case number 10-111283. Receipt No: 0645-2857793 - Fee: \$ 350 [Previously dismissed case: No] [Possible companion case(s): None] (Attachments: # <u>1</u> Exhibit Amended Complaint) (Carter, Justin) (Entered: 02/24/2011)
02/25/2011		A United States Magistrate Judge of this Court is available to conduct all proceedings in this civil action in accordance with 28 U.S.C. 636c and FRCP

		73. The Notice, Consent, and Reference of a Civil Action to a Magistrate Judge form is available for download at http://www.mied.uscourts.gov (DWor) (Entered: 02/25/2011)
03/01/2011	2	NOTICE of Appearance by Frank M. DeLuca on behalf of Bankers Trust Company, GMAC Mortgage, LLC. (DeLuca, Frank) (Entered: 03/01/2011)
03/08/2011	3	ANSWER to Complaint with Affirmative Defenses by Federal Home Loan Mortgage Corporation. (Carter, Justin) (Entered: 03/08/2011)
03/08/2011	4	STATEMENT of DISCLOSURE of CORPORATE AFFILIATIONS and FINANCIAL INTEREST by Federal Home Loan Mortgage Corporation (Carter, Justin) (Entered: 03/08/2011)
03/17/2011	5	CERTIFICATE OF SERVICE by Jeffrey Baskin, Lauren Newman (Gorosh, Bruce) (Entered: 03/17/2011)
03/24/2011	6	EXHIBIT <i>Cross-Plaintiff's/Defendants, Jeffrey Baskin and Lauren Newman's Cross-Complaint Against Cross-Defendant/Defendant, Federal Home Loan Mortgage Corporation</i> re 1 Notice of Removal, by Federal Home Loan Mortgage Corporation (Carter, Justin) (Entered: 03/24/2011)
03/24/2011	7	CERTIFICATE OF SERVICE by Federal Home Loan Mortgage Corporation re 6 Exhibit, (Carter, Justin) (Entered: 03/24/2011)
03/24/2011	8	ANSWER to 6 Exhibit, <i>Cross-Plaintiff's Cross-Complaint</i> by Federal Home Loan Mortgage Corporation. (Carter, Justin) (Entered: 03/24/2011)
03/24/2011	9	NOTICE of Error re 1 Notice of Removal,. (PMil) (Entered: 03/24/2011)
03/25/2011		Addition of Parties to CM/ECF: Cross Defendant Federal Home Loan Mortgage Corporation, Cross Claimants Lauren Newman, Jeffrey Baskin. Reason: Cross-Complaint Filed in Lower Court After Removal Filed.. (Carter, Justin) (Entered: 03/25/2011)
04/12/2011	10	NOTICE TO APPEAR: Scheduling Conference set for 5/18/2011 10:00 AM before District Judge George Caram Steeh (MBea) (Entered: 04/12/2011)
04/26/2011	11	ORDER AND STIPULATION for Substitution of Counsel. Signed by District Judge George Caram Steeh. (CGre) (Entered: 04/26/2011)
05/18/2011		Minute Entry - Scheduling Conference held on 5/18/2011 before District Judge George Caram Steeh. (MBea) (Entered: 05/18/2011)
05/18/2011	12	SCHEDULING ORDER: Discovery deadline 9/30/2011 Dispositive Motion Cut-off set for 10/31/2011 Final Pretrial Conference set for 2/13/2012 10:00 AM before District Judge George Caram Steeh Bench Trial set for 2/21/2012 09:00 AM before District Judge George Caram Steeh Signed by District Judge George Caram Steeh. (Refer to image for additional dates) (MBea) (Entered: 05/20/2011)
05/23/2011	13	ORDER REFERRING OTHER MATTERS to *Magistrate Judge Komives* : *Settlement Conference*. Signed by District Judge George Caram Steeh. (MBea) (Entered: 05/23/2011)

06/13/2011	<u>14</u>	NOTICE TO APPEAR: Settlement Conference set for 6/16/2011 10:00 AM before Magistrate Judge Paul J. Komives (EBut) (Entered: 06/13/2011)
06/13/2011	<u>15</u>	RENOTICE TO APPEAR: Settlement Conference set for 7/11/2011 10:00 AM before Magistrate Judge Paul J. Komives (EBut) (Entered: 06/13/2011)
06/29/2011	<u>16</u>	AMENDED NOTICE TO APPEAR: Settlement Conference set for 7/11/2011 10:00 AM before Magistrate Judge Paul J. Komives (EBut) (Entered: 06/29/2011)
07/11/2011		Minute Entry - Settlement Conference held on 7/11/2011 before Magistrate Judge Paul J. Komives. Case did not settle. (EBut) (Entered: 07/11/2011)
07/15/2011	<u>17</u>	<i>Preliminary</i> WITNESS LIST by Bankers Trust Company, GMAC Mortgage, LLC (DeLuca, Frank) (Entered: 07/15/2011)
07/15/2011	<u>18</u>	<i>Lay and Expert</i> WITNESS LIST by Jeffrey Baskin, Jeffrey Baskin, Lauren Newman, Lauren Newman (Gorosh, Bruce) (Entered: 07/15/2011)
07/15/2011	<u>19</u>	<i>Plaintiff's Preliminary</i> WITNESS LIST by Gerard Wiener (Fleming, Gavin) (Entered: 07/15/2011)
07/15/2011	<u>20</u>	WITNESS LIST by Federal Home Loan Mortgage Corporation, Federal Home Loan Mortgage Corporation (Lubben, Craig) (Entered: 07/15/2011)
08/04/2011	<u>21</u>	MOTION to Amend/Correct <i>Complaint</i> by All Plaintiffs. (Attachments: # <u>1</u> Exhibit A - Second Amended Complaint) (Fleming, Gavin) (Entered: 08/04/2011)
08/30/2011	<u>22</u>	MOTION for Summary Judgment by Bankers Trust Company, GMAC Mortgage, LLC. (Attachments: # <u>1</u> Index of Exhibits, # <u>2</u> Exhibit A - Note, # <u>3</u> Exhibit B - Mortgage, # <u>4</u> Exhibit C - Complaint, # <u>5</u> Exhibit D - Forbearance Agmt) (DeLuca, Frank) (Entered: 08/30/2011)
09/07/2011	<u>23</u>	ATTORNEY APPEARANCE: Craig H. Lubben appearing on behalf of Federal Home Loan Mortgage Corporation <i>Appearance of Daniel P. Perk</i> (Lubben, Craig) (Entered: 09/07/2011)
09/07/2011	<u>24</u>	[STRICKEN] CERTIFICATE OF SERVICE by Federal Home Loan Mortgage Corporation <i>Defendant Federal Home Loan's 1st Interrogatories and Requests for Production to Plaintiff</i> (Lubben, Craig) Modified on 9/8/2011 (PMil). (Entered: 09/07/2011)
09/08/2011	<u>25</u>	NOTICE of Error re <u>24</u> Certificate of Service. (PMil) Modified on 9/8/2011 (PMil). (Entered: 09/08/2011)
09/20/2011	<u>26</u>	RESPONSE to <u>22</u> MOTION for Summary Judgment filed by All Plaintiffs. (Attachments: # <u>1</u> Exhibit A - Order and Lis Pendens, # <u>2</u> Exhibit B - Affidavit of Wiener, # <u>3</u> Exhibit C - 10-14-09 Email, # <u>4</u> Exhibit D - Special Forbearance Agreement, # <u>5</u> Exhibit E - 11-15-2009 Email, # <u>6</u> Exhibit F - 11-16-2009 Email, # <u>7</u> Exhibit G - 11-23-2009 Email) (Fleming, Gavin) (Entered: 09/20/2011)
09/21/2011	<u>27</u>	STIPULATED ORDER EXTENDING SCHEDULING ORDER: Discovery due by 12/30/2011, Dispositive Motion Cut-off set for 1/30/2012, Final

		Pretrial Conference set for 5/14/2012 10:00 AM , Jury Trial set for 5/22/2012 09:00 AM before District Judge George Caram Steeh Signed by District Judge George Caram Steeh. (Refer to image for additional dates) (MBea) (Entered: 09/21/2011)
10/13/2011	28	ORDER granting plaintiffs' Motion to Amend Complaint 21 (due 10/19/11). Signed by District Judge George Caram Steeh (MBea) (Entered: 10/13/2011)
10/18/2011	29	AMENDED COMPLAINT (<i>SECOND</i>) filed by Gerard Wiener against All Defendants. NO NEW PARTIES ADDED. (Fleming, Gavin) (Entered: 10/18/2011)
10/26/2011	30	ANSWER to Amended Complaint with Affirmative Defenses by Jeffrey Baskin, Lauren Newman. (Gorosh, Bruce) (Entered: 10/26/2011)
11/01/2011	31	ANSWER to Amended Complaint with Affirmative Defenses (<i>Plaintiffs' Second Amended Complaint</i>) by Federal Home Loan Mortgage Corporation, Federal Home Loan Mortgage Corporation. (Lubben, Craig) (Entered: 11/01/2011)
11/07/2011	32	STIPULATED ORDER granting plaintiffs leave to file third amended complaint to add Fifth Third Bank as a necessary party. Signed by District Judge George Caram Steeh (MBea) (Entered: 11/07/2011)
11/08/2011	33	AMENDED COMPLAINT (<i>THIRD</i>) filed by Fifth Third Mortgage - MI, LLC against All Defendants. NEW PARTIES ADDED. (Fleming, Gavin) (Entered: 11/08/2011)
11/08/2011		REQUEST for SUMMONS for Fifth Third Mortgage - MI, LLC. (Fleming, Gavin) (Entered: 11/08/2011)
11/08/2011	34	SUMMONS Issued for *Fifth Third Mortgage - MI, LLC* (KCas) (Entered: 11/08/2011)
11/21/2011	35	ANSWER to Amended Complaint with Affirmative Defenses (<i>Plaintiffs' Third Amended Complaint</i>) by Federal Home Loan Mortgage Corporation, Federal Home Loan Mortgage Corporation. (Lubben, Craig) (Entered: 11/21/2011)
11/22/2011	36	ANSWER to Amended Complaint with Affirmative Defenses (<i>Third Amended</i>) by Bankers Trust Company, GMAC Mortgage, LLC. (DeLuca, Frank) (Entered: 11/22/2011)
11/22/2011	37	ANSWER to Amended Complaint with Affirmative Defenses by Jeffrey Baskin, Jeffrey Baskin, Fifth Third Mortgage - MI, LLC, Lauren Newman, Lauren Newman. (Gorosh, Bruce) (Entered: 11/22/2011)
11/30/2011	38	CERTIFICATE of Service/Summons Returned Executed. Fifth Third Mortgage - MI, LLC served on 11/16/2011, answer due 12/7/2011. (Fleming, Gavin) (Entered: 11/30/2011)
01/05/2012	39	STIPULATED ORDER extending deadline: Dispositive Motion Cut-off re-set for 3/15/2012 Signed by District Judge George Caram Steeh. (MBea) (Entered: 01/05/2012)
01/09/2012	40	

		ORDER denying 22 Motion for Summary Judgment as moot. Signed by District Judge George Caram Steeh (MBea) (Entered: 01/09/2012)
01/30/2012	41	MOTION for Summary Judgment <i>Directed at Plaintiff's Third Amended Complaint</i> by Bankers Trust Company, GMAC Mortgage, LLC. (Attachments: # 1 Index of Exhibits, # 2 Exhibit A - Note, # 3 Exhibit B - Mortgage, # 4 Exhibit C - Complaint, # 5 Exhibit D - Forbearance Agreement) (DeLuca, Frank) (Entered: 01/30/2012)
02/17/2012	42	ATTORNEY APPEARANCE: Gavin J. Fleming appearing on behalf of All Plaintiffs (Fleming, Gavin) (Entered: 02/17/2012)
02/17/2012	43	CERTIFICATE OF SERVICE re 42 Attorney Appearance by All Plaintiffs (Fleming, Gavin) (Entered: 02/17/2012)
02/20/2012	44	STIPULATION re 41 MOTION for Summary Judgment <i>Directed at Plaintiff's Third Amended Complaint Stipulated Order for Extension of Time to File Their Answer to GMAC's Motion for Summary Judgment</i> by Gerard Wiener (Fleming, Gavin) (Entered: 02/20/2012)
02/20/2012	45	NOTICE of Appearance by David J. Brown - NOT SWORN on behalf of All Plaintiffs. (Brown - NOT SWORN, David) (Entered: 02/20/2012)
02/23/2012		TEXT-ONLY ORDER granting 44 Stipulation to extend response to Motion for Summary Judgment 41 to 3/5/12 filed by Gerard Wiener. Entered by District Judge George Caram Steeh. (MBea) (Entered: 02/23/2012)
03/09/2012	46	RESPONSE to 41 MOTION for Summary Judgment <i>Directed at Plaintiff's Third Amended Complaint In Opposition to Defendants' Motion for Summary Judgment</i> filed by Gerard Wiener. (Attachments: # 1 Exhibit Exhibit A, # 2 Exhibit Exhibit B, # 3 Exhibit Exhibit C, # 4 Exhibit Exhibit D, # 5 Exhibit Exhibit E, # 6 Exhibit Exhibit F, # 7 Exhibit Exhibit G, # 8 Exhibit Exhibit H, # 9 Exhibit Exhibit I, # 10 Exhibit Exhibit J) (Fleming, Gavin) (Entered: 03/09/2012)
03/12/2012	47	NOTICE of hearing on 41 MOTION for Summary Judgment <i>Directed at Plaintiff's Third Amended Complaint</i> . Replies due by 3/28/2012 Motion Hearing set for 4/12/2012 02:00 PM before District Judge George Caram Steeh (MBea) (Entered: 03/12/2012)
03/12/2012	48	RESPONSE to 41 MOTION for Summary Judgment <i>Directed at Plaintiff's Third Amended Complaint Corrected Copy of Response in Opposition to Motion for Summary Judgment</i> filed by Gerard Wiener. (Attachments: # 1 Exhibit Exhibit A, # 2 Exhibit Exhibit B, # 3 Exhibit Exhibit C, # 4 Exhibit Exhibit D, # 5 Exhibit Exhibit E, # 6 Exhibit Exhibit F, # 7 Exhibit Exhibit G, # 8 Exhibit Exhibit H, # 9 Exhibit Exhibit I, # 10 Exhibit Exhibit J) (Fleming, Gavin) (Entered: 03/12/2012)
03/12/2012	49	CERTIFICATE OF SERVICE re 48 Response to Motion, by Gerard Wiener (Fleming, Gavin) (Entered: 03/12/2012)
03/12/2012	50	CERTIFICATE OF SERVICE re 46 Response to Motion, by Gerard Wiener (Fleming, Gavin) (Entered: 03/12/2012)

03/14/2012	<u>51</u>	STIPULATION AND ORDER extending scheduling order deadlines : Dispositive Motion Cut-off set for 3/29/2012, Joint Final Pretrial Order due 7/16/12, Final Pretrial Conference re-set for 7/23/2012 10:00 AM, Jury Trial re-set for 7/31/2012 09:00 AM before District Judge George Caram Steeh Signed by District Judge George Caram Steeh. (MBea) (Entered: 03/14/2012)
03/15/2012	<u>52</u>	[STRICKEN - DISCOVERY] CERTIFICATE OF SERVICE by All Defendants (Attachments: # <u>1</u> Document Continuation Deposition Notice) (Gorosh, Bruce) Modified on 3/16/2012 (DPer). (Entered: 03/15/2012)
03/16/2012		NOTICE of Error directed to: Bruce M. Gorosh re <u>52</u> Certificate of Service. Document is prohibited discovery, disclosure or a certificate of service thereof. Document was stricken. [No Image Associated with this docket entry] (DPer) (Entered: 03/16/2012)
03/26/2012	<u>53</u>	MOTION to Compel <i>Discovery Deposition of Plaintiff</i> by Bankers Trust Company, GMAC Mortgage, LLC. (Attachments: # <u>1</u> Exhibit A - Dep Notice for 12/21/11, # <u>2</u> Exhibit B - Dep Notices of 4/10/12) (DeLuca, Frank) (Entered: 03/26/2012)
03/28/2012		Set/RESET Deadlines as to <u>41</u> MOTION for Summary Judgment <i>Directed at Plaintiff's Third Amended Complaint</i> . Motion Hearing re-set from 4/12/12 2:00 PM to 5/10/2012 02:00 PM before District Judge George Caram Steeh (MBea) (Entered: 03/28/2012)
03/28/2012	<u>54</u>	ORDER REFERRING MOTION to Magistrate Judge Paul J. Komives: <u>53</u> MOTION to Compel <i>Discovery Deposition of Plaintiff</i> filed by GMAC Mortgage, LLC, Bankers Trust Company. Signed by District Judge George Caram Steeh. (MBea) (Entered: 03/28/2012)
03/28/2012	<u>55</u>	STIPULATION AND ORDER extending deadline for reply re <u>41</u> MOTION for Summary Judgment <i>Directed at Plaintiff's Third Amended Complaint</i> : Replies due by 3/30/2012 Signed by District Judge George Caram Steeh. (MBea) (Entered: 03/28/2012)
03/29/2012	<u>56</u>	MOTION for Summary Judgment by Jeffrey Baskin, Fifth Third Mortgage - MI, LLC, Lauren Newman. (Attachments: # <u>1</u> Index of Exhibits Index of Exhibits, # <u>2</u> Exhibit 1: Homecomings Note, # <u>3</u> Exhibit 2: Bankers Trust Mortgage, # <u>4</u> Exhibit 3: Unexecuted Forbearance Agreement, # <u>5</u> Exhibit 4: Sheriff's Deed, # <u>6</u> Exhibit 5: Wiener's Complaint, # <u>7</u> Exhibit 6: Notice of Lis Pendens, # <u>8</u> Exhibit 7: 06-30-10 Order, # <u>9</u> Exhibit 8: Covenant Deed, # <u>10</u> Exhibit 9: Affidavit of Newman, # <u>11</u> Exhibit 10: Title Commitment, # <u>12</u> Exhibit 11: Fifth Third Mortgage) (Gorosh, Bruce) (Entered: 03/29/2012)
03/29/2012	<u>57</u>	NOTICE of hearing on <u>53</u> MOTION to Compel <i>Discovery Deposition of Plaintiff</i> . Motion Hearing set for 4/26/2012 10:00 AM before Magistrate Judge Paul J. Komives (MWil) (Entered: 03/29/2012)
03/29/2012	<u>58</u>	MOTION for Summary Judgment <i>Defendant Federal Homes' Motion and Brief in Support of Summary Judgment and Motion to Dismiss</i> by Federal Home Loan Mortgage Corporation. (Attachments: # <u>1</u> Index of Exhibits, # <u>2</u> Exhibit Exhibit 1, # <u>3</u> Exhibit Exhibit 2, # <u>4</u> Exhibit Exhibit 3, # <u>5</u> Exhibit

		Exhibit 4, # 6 Exhibit Exhibit 5, # 7 Exhibit Exhibit 6, # 8 Exhibit Exhibit 7, # 9 Exhibit Exhibit 8, # 10 Exhibit Exhibit 9, # 11 Exhibit Exhibit 10, # 12 Exhibit Exhibit 11, # 13 Exhibit Exhibit 12) (Lubben, Craig) (Entered: 03/29/2012)
03/30/2012	59	REPLY to Response re 41 MOTION for Summary Judgment <i>Directed at Plaintiff's Third Amended Complaint</i> filed by Bankers Trust Company, GMAC Mortgage, LLC. (DeLuca, Frank) (Entered: 03/30/2012)
04/02/2012	60	NOTICE of Joinder/Concurrence in 53 MOTION to Compel <i>Discovery Deposition of Plaintiff</i> filed by GMAC Mortgage, LLC, Bankers Trust Company, 57 Notice of Hearing on Motion by Jeffrey Baskin, Fifth Third Mortgage - MI, LLC, Lauren Newman (Attachments: # 1 Document Continuation Proof of Service) (Gorosh, Bruce) (Entered: 04/02/2012)
04/09/2012	61	NOTICE of hearing on MOTIONS for Summary Judgment 56 58 and rescheduled hearing on 41 MOTION for Summary Judgment <i>Directed at Plaintiff's Third Amended Complaint</i> . Responses due by 4/30/2012 Replies due by 5/21/2012 as to 56 58 Motion Hearing set for 6/18/2012 02:00 PM before District Judge George Caram Steeh (MBea) (Entered: 04/09/2012)
04/12/2012	62	MOTION to Withdraw 53 MOTION to Compel <i>Discovery Deposition of Plaintiff</i> by Bankers Trust Company, GMAC Mortgage, LLC. (DeLuca, Frank) (Entered: 04/12/2012)
04/18/2012		TEXT-ONLY NOTICE: Hearing on 4/26/2012 is CANCELLED. (MWil) (Entered: 04/18/2012)
04/23/2012	63	<i>Amended</i> WITNESS LIST by Federal Home Loan Mortgage Corporation, Federal Home Loan Mortgage Corporation (Lubben, Craig) (Entered: 04/23/2012)
04/30/2012	64	RESPONSE to 56 MOTION for Summary Judgment filed by All Plaintiffs. (Brown - NOT SWORN, David) (Entered: 04/30/2012)
05/07/2012	65	STIPULATED ORDER re 58 MOTION for Summary Judgment : Responses due by 5/7/2012, Replies due by 5/28/2012 Signed by District Judge George Caram Steeh. (MBea) (Entered: 05/07/2012)
05/08/2012	66	RESPONSE to 58 MOTION for Summary Judgment <i>Defendant Federal Homes' Motion and Brief in Support of Summary Judgment and Motion to Dismiss</i> filed by Gerard Wiener. (Attachments: # 1 Index of Exhibits, # 2 Exhibit Wiener Declaration, # 3 Exhibit Pookrum Declaration, # 4 Exhibit Compilation of emails) (Brown - NOT SWORN, David) (Entered: 05/08/2012)
05/18/2012	67	REPLY to Response re 56 MOTION for Summary Judgment filed by Jeffrey Baskin, Fifth Third Mortgage - MI, LLC, Lauren Newman. (Attachments: # 1 Exhibit Exhibit 1, # 2 Document Continuation Certificate of Service) (Gorosh, Bruce) (Entered: 05/18/2012)
05/21/2012	68	NOTICE by GMAC Mortgage, LLC <i>of Bankruptcy and Effect of Automatic Stay</i> (DeLuca, Frank) (Entered: 05/21/2012)
05/24/2012	69	

		AFFIDAVIT of Lauren Newman re 56 MOTION for Summary Judgment by Jeffrey Baskin, Fifth Third Mortgage - MI, LLC, Lauren Newman (Attachments: # 1 Document Continuation Proof of Service) (Gorosh, Bruce) (Entered: 05/24/2012)
05/24/2012	70	WITNESS LIST by Fifth Third Mortgage - MI, LLC (Attachments: # 1 Document Continuation Proof of Service) (Gorosh, Bruce) (Entered: 05/24/2012)
05/25/2012	71	REPLY to Response re 58 MOTION for Summary Judgment <i>Defendant Federal Homes' Motion and Brief in Support of Summary Judgment and Motion to Dismiss</i> filed by Federal Home Loan Mortgage Corporation. (Attachments: # 1 Index of Exhibits, # 2 Exhibit 1, # 3 Exhibit 2) (Lubben, Craig) (Entered: 05/25/2012)
05/29/2012	72	ORDER recognizing Bankruptcy Stay as to debtor-defendant GMAC Mortgage, LLC ONLY re 68 Notice filed by GMAC Mortgage, LLC. Signed by District Judge George Caram Steeh (MBea) (Entered: 05/29/2012)
06/07/2012	73	SUPPLEMENTAL BRIEF re 41 MOTION for Summary Judgment <i>Directed at Plaintiff's Third Amended Complaint</i> filed by Bankers Trust Company. (Attachments: # 1 Exhibit 1 - Note) (DeLuca, Frank) (Entered: 06/07/2012)
06/13/2012	74	MOTION TO EXTEND discovery, pre-trial and trial dates <i>and summary judgment hearing date</i> by Gerard Wiener. (Attachments: # 1 Index of Exhibits Index of Exhibits, # 2 Exhibit Exhibit 1, # 3 Exhibit Exhibit 2 part 1, # 4 Exhibit Exhibit 2 part 2) (Brown - NOT SWORN, David) (Entered: 06/13/2012)
06/14/2012	75	RESPONSE to 74 MOTION TO EXTEND discovery, pre-trial and trial dates <i>and summary judgment hearing date</i> filed by Federal Home Loan Mortgage Corporation. (Attachments: # 1 Index of Exhibits, # 2 Exhibit 1, # 3 Exhibit 2, # 4 Exhibit 3) (Lubben, Craig) (Entered: 06/14/2012)
06/14/2012	76	RESPONSE to 74 MOTION TO EXTEND discovery, pre-trial and trial dates <i>and summary judgment hearing date</i> filed by Jeffrey Baskin, Fifth Third Mortgage - MI, LLC, Lauren Newman. (Attachments: # 1 Document Continuation Proof of Service) (Gorosh, Bruce) (Entered: 06/14/2012)
06/14/2012	77	ERRATA Sheet by Gerard Wiener <i>to Docket Number 74</i> (Brown - NOT SWORN, David) (Entered: 06/14/2012)
06/15/2012	78	RESPONSE to 74 MOTION TO EXTEND discovery, pre-trial and trial dates <i>and summary judgment hearing date</i> filed by Bankers Trust Company. (DeLuca, Frank) (Entered: 06/15/2012)
06/18/2012		Minute Entry - Motion Hearing held on 6/18/2012 re 56 MOTION for Summary Judgment filed by Jeffrey Baskin, Lauren Newman, Fifth Third Mortgage - MI, LLC, 41 MOTION for Summary Judgment <i>Directed at Plaintiff's Third Amended Complaint</i> filed by GMAC Mortgage, LLC, Bankers Trust Company, 58 MOTION for Summary Judgment <i>Defendant Federal Homes' Motion and Brief in Support of Summary Judgment and Motion to Dismiss</i> filed by Federal Home Loan Mortgage Corporation before District

		Judge George Caram Steeh. Disposition: taken under advisement(Court Reporter Ron DiBartolomeo) (MBea) (Entered: 06/18/2012)
07/12/2012	79	SUPPLEMENTAL BRIEF re 77 Errata Sheet, 74 MOTION TO EXTEND discovery, pre-trial and trial dates <i>and summary judgment hearing date</i> filed by Gerard Wiener. (Attachments: # 1 Exhibit table of exhibits and exhibits A and B) (Brown - NOT SWORN, David) (Entered: 07/12/2012)
07/16/2012	80	TRANSCRIPT of Motion Hearing held on June 18, 2012. (Court Reporter: Ronald A. DiBartolomeo) (Number of Pages: 44) The parties have 21 days to file with the court and Court Reporter a Redaction Request of this transcript. If no request is filed, the transcript may be made remotely electronically available to the public without redaction after 90 days. Redaction Request due 8/6/2012. Redacted Transcript Deadline set for 8/16/2012. Release of Transcript Restriction set for 10/15/2012. Transcript may be viewed at the court public terminal or purchased through the Court Reporter Ronald A. DiBartolomeo, 313-962-1234, before the deadline for Release of Transcript Restriction. After that date, the transcript is publicly available. (DiBartolomeo, R.) (Entered: 07/16/2012)
07/16/2012		SCHEDULING ORDER DATES SUSPENDED (final pretrial and trial dates) pending the ruling on dispositive motions per Local Rule 16.1(f). (BRad) (Entered: 07/16/2012)
07/18/2012	81	Notice of filing in NY Bankruptcy part 1 REPORT by Gerard Wiener (Attachments: # 1 motion for relief from stay in NY Bankruptcy Court, # 2 Table of Exhibits, # 3 Declaration, # 4 Oakland County Complaiint) (Brown - NOT SWORN, David) (Entered: 07/18/2012)
07/18/2012	82	Continuation of Motion to lift stay in NY Bankruptcy Court part 2 REPORT by Gerard Wiener (Attachments: # 1 Table of Exhibits continued, # 2 Lis Pendens, # 3 3rd Amended Complaint, # 4 Tolling Order) (Brown - NOT SWORN, David) (Entered: 07/18/2012)
07/18/2012	83	continuation of documents filed with motion for relief from stay in NY REPORT by Gerard Wiener (Attachments: # 1 Notice of motion, # 2 Proposed Order) (Brown - NOT SWORN, David) (Entered: 07/18/2012)
09/17/2012	84	OPINION and ORDER granting defendants' MOTIONS for Summary Judgment 41 56 58 except as to GMAC Mortgage, LLC and denying plaintiff's MOTION TO EXTEND dates and permit discovery 74 Signed by District Judge George Caram Steeh. (MBea) (Entered: 09/17/2012)
09/17/2012	85	JUDGMENT in favor of defendants Bankers Trust Company, Freddie Mac (Federal Home Loan Mortgage Corp.), Jeffrey Baskin, Lauren Newman and Fifth Third Mortgage ONLY. Signed by District Judge George Caram Steeh. (MBea) (Entered: 09/17/2012)
10/17/2012	86	NOTICE OF APPEAL by Gerard Wiener re 84 Memorandum Opinion & Order, 85 Judgment, Add and Terminate Parties. Receipt No: 0645-3767915 - Fee: \$ 455 - Fee Status: Fee Paid. (Fleming, Gavin) (Entered: 10/17/2012)
10/17/2012	87	Certificate of Service re 86 Notice of Appeal. (TMcg) (Entered: 10/17/2012)

12/05/2012	88	NOTICE by GMAC Mortgage, LLC of <i>Stipulated Order Modifying the Automatic Stay in the Bankruptcy of GMAC Mortgage, LLC</i> (Attachments: # 1 Exhibit 1 - Stipulated Order) (DeLuca, Frank) (Entered: 12/05/2012)
12/20/2012	89	Renewed MOTION for Summary Judgment <i>Directed at Plaintiff's 3rd Amended Complaint</i> by GMAC Mortgage, LLC. (Attachments: # 1 Index of Exhibits, # 2 Exhibit A - Order Modifying Automatic Stay, # 3 Exhibit B - Note, # 4 Exhibit C - Mortgage, # 5 Exhibit D - Complaint, # 6 Exhibit E - Forbearance Agmt, # 7 Exhibit F - Scully Email, # 8 Exhibit G - Scully/Pookrum Emails, # 9 Exhibit H - Wiener Email, # 10 Exhibit I - Scully Dep Trans pgs. 81-82, # 11 Exhibit J - Westlaw Opinion) (DeLuca, Frank) (Entered: 12/20/2012)
01/10/2013	90	NOTICE of hearing on 89 Renewed MOTION for Summary Judgment <i>Directed at Plaintiff's 3rd Amended Complaint</i> . Responses due by 1/22/2013 Replies due by 2/12/2013 Motion Hearing set for 3/4/2013 03:00 PM before District Judge George Caram Steeh (MBea) (Entered: 01/10/2013)
01/23/2013		TEXT-ONLY ORDER STRIKING as improvidently filed 91 Proposed Stipulated Order (Request) filed by Gerard Wiener. Counsel should re-submit via "Utilities" and "Proposed Orders", see CM/ECF Policies & Procedures R11 (a)(1) Signed by District Judge George Caram Steeh. (MBea) (Entered: 01/23/2013)
01/23/2013	92	STIPULATED ORDER for extension of time re 89 Renewed MOTION for Summary Judgment : Responses due by 1/29/2013, Replies due by 2/19/2013. Hearing remains set for 3/4/13 3:00 PM Signed by District Judge George Caram Steeh. (MBea) (Entered: 01/23/2013)
01/31/2013	93	ORDER from U.S. Court of Appeals - Sixth Circuit re 86 Notice of Appeal filed by Gerard Wiener - Disposition: GRANTING APPELLEE'S motion to dismiss [Appeal Case Number 12-2362] (KKra) (Entered: 02/05/2013)
02/06/2013	94	RESPONSE to 89 Renewed MOTION for Summary Judgment <i>Directed at Plaintiff's 3rd Amended Complaint</i> <i>Additional Exhibits will be filed as other documents</i> filed by Gerard Wiener. (Attachments: # 1 Index of Exhibits, # 2 Exhibit, # 3 Exhibit, # 4 Exhibit, # 5 Exhibit) (Brown - NOT SWORN, David) (Entered: 02/06/2013)
02/06/2013	95	EXHIBIT <i>Additional exhibits to Response--more additional exhibits will be filed</i> re 94 Response to Motion, by Gerard Wiener (Attachments: # 1 Exhibit, # 2 Exhibit, # 3 Exhibit) (Brown - NOT SWORN, David) (Entered: 02/06/2013)
02/06/2013	96	EXHIBIT <i>More exhibits will be filed</i> re 95 Exhibit, 94 Response to Motion, by Gerard Wiener (Attachments: # 1 Exhibit) (Brown - NOT SWORN, David) (Entered: 02/06/2013)
02/06/2013	97	EXHIBIT <i>Last group of exhibits</i> re 96 Exhibit, 95 Exhibit, 94 Response to Motion, by Gerard Wiener (Attachments: # 1 Exhibit) (Brown - NOT SWORN, David) (Entered: 02/06/2013)
02/20/2013	98	REPLY to Response re 89 Renewed MOTION for Summary Judgment <i>Directed at Plaintiff's 3rd Amended Complaint</i> filed by GMAC Mortgage,

		LLC. (Attachments: # 1 Index of Exhibits, # 2 Exhibit) (DeLuca, Frank) (Entered: 02/20/2013)
03/04/2013	99	NOTICE of hearing on 89 Renewed MOTION for Summary Judgment <i>Directed at Plaintiff's 3rd Amended Complaint</i> . Motion Hearing reset for 3/18/2013 02:00 PM before District Judge George Caram Steeh (MBea) (Entered: 03/04/2013)
03/18/2013		Minute Entry - Motion Hearing held on 3/18/2013 re 89 Renewed MOTION for Summary Judgment <i>Directed at Plaintiff's 3rd Amended Complaint</i> filed by GMAC Mortgage, LLC before District Judge George Caram Steeh. Disposition: taken under advisement(Court Reporter Ron DiBartolomeo) (MBea) (Entered: 03/18/2013)
05/14/2013	100	ORDER denying without prejudice defendant GMAC Mortgage's Renewed Motion for Summary Judgment 89 pending Bankruptcy Court determination. Signed by District Judge George Caram Steeh (MBea) (Entered: 05/14/2013)
11/20/2013	101	NOTICE TO APPEAR BY TELEPHONE: Status Conference set for 11/26/2013 11:30 AM before District Judge George Caram Steeh (MBea) (Entered: 11/20/2013)
11/26/2013		Minute Entry for proceedings held before District Judge George Caram Steeh: Telephonic Status Conference held on 11/26/2013, TELEPHONIC Status Conference set for 12/16/2013 03:00 PM E.S.T. before District Judge George Caram Steeh (Court to place call) (MBea) (Entered: 11/26/2013)
12/16/2013		Minute Entry for proceedings held before District Judge George Caram Steeh: Telephonic Status Conference held on 12/16/2013 Disposition: parties are advised to call the court re: status of case (MBea) (Entered: 12/16/2013)
01/10/2014	102	MOTION for Order <i>for Discharge of Notice of Lis Pendens</i> by Jeffrey Baskin, Fifth Third Mortgage - MI, LLC, Lauren Newman. (Attachments: # 1 Index of Exhibits Index, # 2 Exhibit Exhibit A to Motion) (Gorosh, Bruce) (Entered: 01/10/2014)
02/10/2014	103	ORDER granting 102 defendants' Motion for Discharge of Lis Pendens. Signed by District Judge George Caram Steeh (MBea) (Entered: 02/10/2014)
02/10/2014	104	ORDER for administrative closing due to bankruptcy stay. Signed by District Judge George Caram Steeh (MBea) (Entered: 02/10/2014)
02/18/2014	105	STATEMENT of Itemization of Costs and Expenses Incurred per 2-10-14 Court Order by Jeffrey Baskin, Fifth Third Mortgage - MI, LLC, Lauren Newman (Attachments: # 1 Exhibit A-Affidavit and Billing Summary) (Gorosh, Bruce) (Entered: 02/18/2014)
04/01/2014	106	ORDER Awarding Costs to be paid by plaintiff. Signed by District Judge George Caram Steeh (MBea) (Entered: 04/01/2014)

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Exhibit 7

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

GERARD WIENER, individually, and as
Personal Representative of the Estate of
Roland C. Wiener

U.S. Dist. Ct. Case No. 11-10770-GCS-PJK

Plaintiff,

v.

Oakland County Case No. 10-111283-CH

BANKERS TRUST COMPANY, a foreign company,
GMAC MORTGAGE, LLC, a Delaware corporation,
and FEDERAL HOME LOAN MORTGAGE CORPORATION,
a foreign corporation, and JEFFREY BASKIN, an individual,
and LAUREN NEWMAN, an individual,

Defendants,

and

JEFFREY BASKIN, an individual, and LAUREN NEWMAN,
an individual,

Defendants/Counter-Plaintiffs/Cross-Plaintiffs,

v.

GERARD WIENER, individually, and as Personal Representative
of the Estate of Roland C. Wiener,

Plaintiff/Counter-Defendant,

and

FEDERAL HOME LOAN MORTGAGE CORPORATION, a foreign corporation,

Defendant/Cross-Defendant.

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PLAINTIFFS, THE ESTATE OF ROLAND C. WIENER AND GERARD WIENER'S
RESPONSE IN OPPOSITION TO DEFENDANTS' MOTION FOR SUMMARY
JUDGMENT

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Brown v. Village Green Management Co., 342 F.3d 620, 628, 2003 Fed.App. 0315P (6th Cir. 2003)

Conley v. Gibson, 355 U.S. 41, 45-46, 78 S.Ct. 99 (1957)

Detroit Trust Co. v. Agozzino, 280 Mich 402, 406, 273 N.W. 747 (1937)

Durant v. State, 456 Mich. 175, 208-09, 566 N.W.2d 272 (1997)

Fultz v. Union-Commerce Assoc., 470 Mich. 460, 467, 683 N.W.2d 587 (2004)

Johnson v. Karnes, 398 F.3d 868, 873 (6th Cir. 2005)

Kent v. Bell, 374 Mich 646, 654, 132 N.W.2d 601 (1965)

McDonald v. Scheifler, 323 Mich 117, 126, 34 N.W.2d 573 (1948)

Menken v. 31st Dist. Court, 179 Mich. App. 379, 380, 445 N.W.2d 527 (1989)

Michigan Bank, Nat'l Asso. V. William J. Kahlich, Inc., 23 Mich.App 483, 179 N.W.2d 29 (1970)

Provenz v. Miller, 102 F. 3d 1478, 1483 (9 Cir. 1996)

Scheuer v. Rhodes, 416 U.S. 232, 237, 94 S.Ct. 1683 (1974)

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Fed. R. Civ. P. 12(b)(6)

Fed. R. Civ. P. 56(c)

MCR 2.605

STATUTES

MCLA 600.3205

MCLA 600.3103

I. INTRODUCTION

Defendants Bankers Trust Company ("Bankers Trust") and GMAC Mortgage, LLC's ("GMAC") have moved for Summary Judgment under Federal Rules of Civil Procedure ("FRCP") 12(b)(6) and 56(c). Numerous issues of contested material fact together with seemingly uncontested facts that cut in plaintiffs' favor require denial of the requested summary judgment. Furthermore, to the extent the motion asserts a failure to adequately state claims, the defendants are mistaken. As a result, this court should deny the motion in its entirety.

The moving defendants ("MoDe") make numerous factual assertions and some legal without showing any support for their facts or law. On the fact side, the MD must present admissible evidence of material facts. FRCP Rule 56(c)(1) & (2). Few of MD's facts show any support whatsoever. Some that have purported evidence in support suffer from gross mischaracterization of the claimed evidence.

Generally speaking, the MD cannot correct their evidentiary problems in a reply with new material; but if they do and the court chooses to permit it, the new material in the reply cannot be considered by the court unless a reasonable chance is given to the opposing party to consider, comment on it, and otherwise respond to it. *Seay v. Tennessee Valley Authority*, 339 F. 3d 454, 481-482 (6 Cir. 2002); *Provenz v. Miller*, 102 F. 3d 1478, 1483 (9 Cir. 1996).

MD's evidentiary problems alone scuttle their motion. However, even if there were some admissible evidence to support their facts, major triable issues of fact exist. The major contested issues of material fact requiring trial include, without limitation:

* Whether or not GMAC through its agents changed at the last minute the forbearance it was offering as a forbearance agreement to the plaintiffs and then without adequate warning foreclosed.

* Whether or not the plaintiffs effectively accepted the original forbearance program offered by GMAC and its agents by certain actions in a manner not vitiated by the statute of frauds.

* Whether or not the plaintiffs attempts to make payment under the originally offered forbearance program was thwarted by GMAC and its agents.

* Whether or not GMAC and its agents "end game" of changing the forbearance program at the last minute after the plaintiffs had accepted the originally offered program, was part of a continuing pattern and practice of interfering with borrowers and their successor's rights and remedies regarding avoiding foreclosure on mortgaged property.

Uncontested material facts cutting in favor of the plaintiffs include:

* By stipulation of the parties, the Oakland County Circuit Court on June 20, 2010 ordered a toll of the statutory redemption applicable to the subject property period until further court action.

* After foreclosing on the family home on January 5, 2010, Defendant Federal Home Loan Mortgage Corporation ("Freddie Mac") sold the property to third parties in direct violation of the Oakland County Circuit Court's June 30, 2010 Order which tolled the statutory redemption period until further court action. Exhibit A hereto.

* A *Lis Pendens* giving notice of the state court tolling order was recorded on the property on June 22, 2010. Exhibit B hereto.

II. ARGUMENT

A. STANDARD FOR MOTION FOR SUMMARY JUDGMENT

For a defendant to prevail on a motion to dismiss under Federal Rule of Civil Procedure 12(b)(6), it must appear beyond a doubt that that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief. *Conley v. Gibson*, 355 U.S. 41, 45-46, 78 S.Ct. 99

(1957). The complaint should be construed in the light most favorable to the plaintiff, and its allegations are taken as true. *Scheuer v. Rhodes*, 416 U.S. 232, 237, 94 S.Ct. 1683 (1974).

Summary judgment is appropriate when the Court, having viewed the evidence in the *light most favorable to the non-moving party*, finds that "... the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law" Fed. R. Civ. P. 56(c); *see also Johnson v. Karnes*, 398 F.3d 868, 873 (6th Cir. 2005). Importantly, "[c]redibility determinations, the weighing of the evidence, and the drawing of legitimate inferences from the facts are jury functions, not those of a judge." *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 255, 106 S. Ct. 2505 (1986).

If the moving party makes a *proper* motion, the burden shifts to the non-moving party to demonstrate the existence of a genuine issue. *Id.* The non-moving party "may not rest upon the mere allegations or denials of the adverse party's pleading, but the adverse party's response, by affidavits or as otherwise provided in this rule, must set forth specific facts showing that there is a genuine issue for trial." Fed. R. Civ. P. 56(c).

For the reasons set forth below, Defendants' Motion for Summary Judgment should be denied in its entirety.

B. THE BIG DIFFERENCE:

THE MDs IMPROPERLY CHARACTERIZE THEMSELVES AS OVERLY TOLERANT LENDERS WHO TRIED THEIR BEST TO ASSIST THE PLAINTIFFS BUT AS TIME PASSED, THEY FELT IT NECESSARY TO FORECLOSE.

THE PLAINTIFFS SHOW THAT THEY WERE CONTINUOUSLY BADLY TREATED BY THE LENDER AND ITS AGENTS BY NOT BEING CLEAR, HONEST, FORTHRIGHT OR FAIR WITH RESPECT TO THEM.

THESE CONFLICTING POSITIONS ARISE FROM FACTUAL CONFLICTS ABOUT WHAT HAPPENED AND WHY

Here is what happened.

1. From shortly after Gerard Wiener's father's death until the end of the first week in August of 2009, a period of 5+ months, the MDs would not deal with Gerard Wiener in any substantive respect and treated him poorly regarding his efforts to initiate a dialogue with them. See Affidavit of Gerard Wiener ("Wiener Affd."), Exhibit __, hereto, at Paragraphs 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20. Also See Affidavit of Walter Pookrum, Esq (Pookrum Affd.), Exhibit __, hereto, at Paragraphs 3, 4, 6, 7, 8, and 9.¹

2. In mid-August, 2009 until the end of the first week of October, 2009, the plaintiffs and their attorney were at first still being ignored and flimflammed by the MDs but finally were able to get some dialogue initiated after they noted to the MDs that their purported upcoming attempts at foreclosure would violate their rights. See Affidavit of Gerard Wiener ("Wiener Affd."), Exhibit __, hereto, at Paragraphs 20-44. Also See Affidavit of Walter Pookrum, Esq (Pookrum Affd.), Exhibit __, hereto, at Paragraphs 9-20.

3. In mid-October, 2009 to the end of the year, two attempts at a deal occurred. From the plaintiffs perspective a deal was made based on a slightly modified version of an October 8th proposal, but was prevented from being implemented after agreement was

¹ The plaintiffs feel it necessary to point the court to a fair amount of evidence they believe the court needs to review in considering their opposition to the motion. Hopefully our pointers will reduce that burden to some degree but it is what it is.

adequately reached because the MDs at the last minute prevented Gerard Wiener from making payment under the plan, and then the MDs purported to "withdraw" that deal and undertake to see if another deal with different terms could be reached. After Gerard Wiener and his sister fulfilled the MDs requirements, the MD's representative went silent, disappeared, and the MDs foreclosed on the property with no warning or communication. See Affidavit of Gerard Wiener ("Wiener Affd."), Exhibit __, hereto, at Paragraphs 45-53. Also See Affidavit of Walter Pookrum, Esq (Pookrum Affd."), Exhibit __, hereto, at Paragraphs 18-29.

Even in this third phase of the MDs activity, it still hard-timed the estate's attorney about his authority even though they had been dealing with him for some time. Specifically, the Orlans firm required Mr. Pookrum to submit a letter of authorization before it would talk with him after the foreclosure. See Affidavit of Walter Pookrum, Esq (Pookrum Affd.), Exhibit __, hereto, at Paragraph 29. GMAC also claimed not to know who their purported representative, Ms. Scully was. See Affidavit of Walter Pookrum, Esq (Pookrum Affd.), Exhibit __, hereto, at Paragraphs 30-31.

C. THE MDs DO NOT PROVIDE EVIDENCE FOR MANY OF THE "FACTS" UPON WHICH THEY RELY

In a summary judgment motion to successfully assert a fact as being uncontested, the moving parties must prove their claimed "uncontested facts" with appropriate evidence. FRCP Rule 56 (b). Here they do not prove many:

1. *The MDs assert GMAC negotiated with the plaintiffs for five months.*

No meaningful proof of that statement is offered. What really occurred is the litany of bad faith shown by the MDs via GMAC. The situation was far more complex

than that portrayed by the MDs. See citations to the Wiener Affd. And Pookrum Affd. In Paragraph B above.

Indeed, Defendants allege that GMAC *negotiated* with Plaintiff for five months in an attempt to workout a loan modification. Although Plaintiff did engage in communications with GMAC over a five month period, that time can hardly be characterized as a “negotiation.” Instead, representatives of GMAC, including Scully in her capacity as a “loss mitigator,” consistently failed to respond to Plaintiff’s attempt to obtain a loan modification. While Plaintiff complied with every request for documentation that GMAC or Scully demanded, Plaintiff was not afforded that same courtesy. Indeed, Plaintiff often had to leave numerous voicemail messages and emails before getting a single response in return.

The situation is made more complex by the claims by the MDs that there was no deal because of the statute of frauds, but the plaintiffs breached it by not making a payment (when the MDs prevented the plaintiffs from doing so, and did not respond to Gerard Wiener's request for further instructions as how to make the payment. See Wiener Affd. at Paragraphs 45-46.).

2. ***Plaintiff failed to redeem the property within the 6-month statutory period.***

What is wrong with this is that because of the court order tolling the redemption period until further court order, Exhibit __, hereto, the 6-month statutory period is neither material nor relevant. Nothing required redemption within a 6-month period. This is particularly galling since the MD's attorney stipulated to the order.

3. ***Plaintiff concedes in the Complaint that the Mortgage Loan was in default.***

Plaintiff cites to Paragraph 18 of the Original Complaint as the "proof" of this statement. That is not what Paragraph 18 says. It reads: "On March 27, 2009, Plaintiff called GMAC and informed them that the estate had difficulty making the mortgage payments." What Gerard Wiener says on the the subject of why the mortgage loan was not being paid is: "I have had the financial wherewithal to pay the mortgage in full at any time and withheld payment because of the outrageous manner in which GMAC treated me and the Estate; and also because it had inappropriately loaded up the Loan on my 80+-year old father with additional payments for things he did not really need such as credit protection and other purported services he did not require." Wiener Affd. at Paragraph 10. Furthermore the way the MDs acted resulted in a breach of the loan and mortgage documents that excused payment.

4. *The MDs say that "[i]n order to ensure adequate time to discuss a loan modification, GMAC adjourned the sheriff's sale multiple times over the following five months far more than the 90 day statutory period referenced in Plaintiff's Complaint.*

The offer no proof that their motivation was "to ensure adequate time to discuss a loan modification." The Plaintiffs in the Pookrum Affd. at Paragraphs 10, 11 and 12, and Exhibit [x4]__, show that the motivation to postpone the foreclosure sale was to solve the problems raised by their improper notices to a dead man, their failure to deal promptly with the Wiener Estate, and at the end, their sneakiness in wanting to foreclose without following-up on their revised offer to forbear. Their behavior started as ignoring the problem, perhaps hoping that it would go away, to in essence a pump-fake that consisted of proposing a new temporary forbearance plan while the foreclosure process silently moved along.

5. *The MDs claim that it is undisputed that after January 5, 2010, GMAC and Bankers Trust had no interest in or control over the property.*

They offer no proof of this. Also if GMAC had no interest in or control over the property, why did its attorney agree to the stipulated court order tolling the redemption period, and on February 2, 22, and 24, 2010 did GMAC representative continue to deal with Mr. Pookrum.

6. *The MDs say to avoid liability for what later happened that GMAC notified Defendant Freddie Mac of the Order tolling the redemption period. Un fortunately, due to an administrative error, the property was not property identified in Freddie Mac's records as one to be held until after the statutory six-month redemption period expired.*

They offer no proof at all of these facts.

D. FURTHER ARGUMENT

In their attempt to characterize the improper sale of the property as a simple "administrative error," the MDs present a story that is replete with inaccuracies. Accordingly, several genuine issues of material fact exist, rendering summary judgment inappropriate at this time.

In addition, the MDs repeatedly assert that Plaintiff failed to sign the forbearance agreement that Scully sent on October 8, 2009. What Defendants fail to mention is that Scully completely ignored Plaintiff's attorney's request to agree to a change to the payment due date. Instead, Scully responded on November 16, 2009, *over one month after Plaintiff's attorney's request*, and indicated that the offer was no longer valid. Thus, a genuine issue of material fact exists with regard to Plaintiff's failure to sign the forbearance agreement. If one looks at the relevant statute of fraud as recited in the moving papers, it does not require a signature of the borrower, only one of the appropriate lender representative.

Moreover, Defendants allege that Plaintiff failed to continue making reduced payments pursuant to the forbearance agreement. However, Defendants conveniently ignore the fact that Plaintiff attempted to make payment but was denied access to his account. Importantly, Plaintiff notified Scully immediately of the problem.

1. THERE ARE GENUINE ISSUES OF MATERIAL FACT AS TO PLAINTIFFS' MCLA 600.3205 CLAIMS.

a. Because Defendants' Failed to Substantially Comply with the Statute, the Foreclosure Sale Should be Set Aside.

Defendants' violation of the Michigan foreclosure statute is clear. In their Motion for Summary Judgment, Defendants correctly assert that the statute only requires "substantial compliance" by the mortgagee. However, in denying Plaintiff's attempt to work out a loan modification, Defendants' fell woefully short of meeting that standard.

b. Defendants' Violation of this Court's Order to Toll the Statutory Redemption Period Created Good Cause Sufficient to Set Aside the Foreclosure Sale.

Despite Plaintiff's diligent attempts to meet all of GMAC and Scully's demands, and both parties exasperating failure to respond, GMAC sold the property at a sheriff's sale on January 5, 2010. Accordingly, the redemption period under the sheriff's sale was set to expire on July 5, 2010.

Under Michigan law, "[s]tatutory foreclosures should not be set aside without some very good reasons therefor." *Detroit Trust Co. v. Agozzino*, 280 Mich 402, 406, 273 N.W. 747 (1937) (quoting *Markoff v. Tournier*, 229 Mich. 571 (1925)). "A strong case of fraud, irregularity, and some peculiar exigency, [is required] to warrant a court in setting [a foreclosure sale] aside." *Id.* (quoting *Page v. Kress*, 80 Mich. 85, 89 (1890)).

Here, such an exigency exists because of Defendants' failure to obey the Court Order. On June 20, 2010, *before the statutory redemption period expired*, the state Court entered an Order to toll the statutory redemption period until further notice of the Court. Importantly, all parties stipulated to that Order. In addition, Plaintiff served a Notice of Lis Pendens on Defendants, which secured Plaintiff's claim to the property so that the subsequent sale would not diminish Plaintiff's right to the property.

However, on October 5, 2010, counsel for GMAC and Bankers Trust sent a letter to the Court indicating that, despite this Court's Order to toll the statutory redemption period, Freddie Mac sold the property to Defendants' Baskin and Newman. Allegedly, GMAC notified Freddie Mac in writing to place a hold on the property, but due to an "administrative error," the property was not properly identified in Freddie Mac's records as one to be held until after the statutory redemption period. Interestingly, the purported "writing" has not been produced to this date.

2. DEFENDANTS' FAILURE TO PROVIDE CRITICAL CALCULATIONS AND INFORMATION REGARDING THE DENIAL OF PLAINTIFF'S ATTEMPT TO OBTAIN A LOAN MODIFICATION RESULTS IN DEFENDANTS' FAILURE TO "SUBSTANTIALLY COMPLY" WITH MICHIGAN'S FORECLOSURE STATUTE.

MCL 300-3205a(1) expressly provides that the Defendants were required to serve a written notice on Plaintiff that contained the following information, in part:

d. ...[T]he borrower may request a meeting with the designated agent to attempt to work out a modification of the mortgage loan to avoid a foreclosure;

e. That if the borrower requests the meeting, foreclosure proceedings will not be commenced until 90 days after the notice is sent;

g. If the borrower meets the criteria for a modification under 600,3205c(1), but borrower is not offered a modification, the foreclosure must proceed before a judge instead of by advertisement.

Indeed, Orlans sent a notice of the pending foreclosure, but instead of sending it to Plaintiff, Orlans sent the notice to Plaintiff's deceased father, Mr. Wiener. Thereafter, Plaintiff received the notice and accepted Defendants' offer to submit an application to delay foreclosure of the mortgage. However, while the application was pending, GMAC abandoned consideration and continued with foreclosure proceedings. Additionally, GMAC failed to inform Plaintiff of the criteria that it used to deny Plaintiff's request to modify. Accordingly, Defendants were required to proceed by judicial foreclosure, pursuant to MCL 600.3103, rather than proceeding by advertisement.

3. THE FORBEARANCE AGREEMENT ENTERED INTO BY PLAINTIFF AND DEFENDANTS ON NOVEMBER 20, 2009, CREATED A CONTRACTUAL OBLIGATION ON DEFENDANTS' PART WHICH DEFENDANT SUBSEQUENTLY BREACHED.

On or about November 20, 2009, Plaintiff entered into a forbearance agreement with GMAC and Bankers Trust. *See* Forbearance Agreement, attached as Ex D. The purpose of the forbearance agreement was to reduce the monthly mortgage payment for six months and to give Plaintiff the time to modify the loan and prevent the foreclosure sale.

To state a breach of contract claim under Michigan law, a plaintiff must first establish the elements of a valid contract. *Brown v. Village Green Management Co.*, 342 F.3d 620, 628, 2003 Fed.App. 0315P (6th Cir. 2003). The elements of a valid contract in Michigan are: (1) parties competent to contract; (2) a proper subject matter; (3) a legal consideration; (4) mutuality of agreement; and (5) mutuality of obligation. *Id.* Once a valid contract has been established, a plaintiff seeking to recover on a breach of contract theory must then prove by a preponderance of the evidence the terms of the contract, that the defendant breached the terms of the contract, and the breach caused the plaintiff's injury. *Id.*

Clearly, all of the elements of a valid contract exist in this case. The bargained for exchange of mutuality between Plaintiff and GMAC provided valuable consideration to satisfy Michigan's requirements for a valid contract. Although Defendants repeatedly point out that Plaintiff did not sign the forbearance agreement, Plaintiff clearly expressed its intention to enter the forbearance agreement in an email to Scully on October 14, 2009. In the email, Plaintiff's attorney merely requested a change of the payment due date from the 10th to the 15th of every month, but in typical fashion, Scully failed to respond. However, that same day, Scully adjourned the sheriff's sale from October 17 to November 17, 2009 to allow for more loss mitigation options. Finally, Plaintiff attempted to pay the agreed upon amount on November 15, 2009 as required under the Forbearance Agreement. Thus, GMAC and Bankers Trust breached the agreement by not reducing the mortgage payment, not providing Plaintiff time to be considered for a loan modification, and by not holding the foreclosure and sheriff's sale in abeyance, as agreed.

The emails the parties exchanged clearly form a valid contract, *which Plaintiff attempted to perform on November 15, 2009*. Thus, GMAC's claims to the contrary are disingenuous at best.

Furthermore, there are genuine issues of material fact as to whether the modification passes muster under the Statute of Frauds. At the outset, it is settled law that the Statute of Frauds cannot be utilized to commit fraud. *Thurn v. McAra*, 374 Mich. 22, 24; 130 N.W.2d 887 (1964)(emphasis added). In *Thurn*, the Michigan Supreme Court made clear that: "[w]hile such statutes are designed to thwart false claims against another's property, particularly a decedent's, in most jurisdictions they are not permitted to be used as a weapon in the arsenal of those who otherwise would be unjustly enriched by their own wrongdoing." *Thurn v. McAra*,

374 Mich. at 24 (1964)(emphasis added). Put another way, “the statute of frauds exists in the law for the purpose of preventing fraud or the opportunity for fraud, not as an instrumentality to be used in aid of fraud or as a stumbling block in the path of justice.” *Kent v. Bell*, 374 Mich 646, 654, 132 N.W.2d 601 (1965) (emphasis added). It has also been long established that “if one party to an oral contract, in reliance upon the contract, has performed his obligation thereunder so that it would be a fraud upon him to allow the other party to repudiate the contract, by interposing the statute, equity will regard the contract as removed from the operation of the statute.” *McDonald v. Scheifler*, 323 Mich 117, 126, 34 N.W.2d 573 (1948) (quoting *Guzorek v Williams*, 300 Mich 633, 638 (1942). This is especially true where, as here, the parties had an agreement.

The Michigan Court of Appeals has also allowed oral modifications of loan documents to proceed to trial. *See, eg, Michigan Bank, Nat'l Asso. V. William J. Kahlich, Inc.*, 23 Mich.App 483, 179 N.W.2d 29 (1970) (In bank's action against guarantor on note, testimony that *bank orally agreed* that it would not honor any check drawn on borrower's account unless it was countersigned by guarantor was admissible without violating parol evidence rule for purpose of determining whether written guaranty was adopted by parties as complete integration of their agreement or whether it included separate consistent oral agreement, thereby warranting trial court's denial of bank's summary judgment motion.)

In summary, Defendants' reliance on the Statute of Frauds is wholly misplaced.

4.. PLAINTIFF'S NEGLIGENCE CLAIM SURVIVES SUMMARY JUDGMENT BECAUSE DEFENDANTS VIOLATED A SPECIFIC LEGAL DUTY THAT IS SEPARATE AND DISTINCT FROM THE CONTRACT GOVERNING THE RELATIONSHIP BETWEEN THE PARTIES.

Where there is a contract at issue and the plaintiff brings claims for both breach of contract and tort, a violation of a specific legal duty that is “separate and distinct” from the

contract must exist to allow the tort claim. *Fultz v. Union-Commerce Assoc.*, 470 Mich. 460, 467, 683 N.W.2d 587 (2004). A separate and distinct duty can arise by statute or by a number of preexisting tort principles. *Wulff v. Otis Elevator Co.*, 2011 WL 3903213 at *3 (Mich. Ct. App. September 6, 2011).

Here, a contract governing the rights and obligations is the Note and Mortgage. However, the Michigan foreclosure statute created a separate and distinct obligation for Defendants to determine Plaintiff's eligibility for a loan modification using the process and calculations set forth in MCL 600.3205c(1)(a) and (b), and to otherwise follow the law as set forth in MCL 600.3205a-c. There has been a recent settlement on a nationwide basis regarding mortgage servicing behavior which seems to define a standard of care owed by a servicer to a borrower. Discussion of that settlement can be found at URL <http://www.nationalforeclosuresettlement.com/>. From that web-site the materials in Exhibit ____x5 can be found at http://www.atg.wa.gov/uploadedFiles/Home/About_the_Office/Cases/National_Mortgage_Settlement/Servicing%20Standards%20Highlights.pdf. Note that many of these standards were not followed by the MDs here.

GMAC and Bankers Trust breached their duty in several ways. Specifically, Defendants abandoned the loan modification in which Plaintiff was engaged without any justification. In addition, Defendants failed to adjourn the December 29, 2009 sheriff's sale to a date that would accommodate the forbearance agreement reasonably relied on by Plaintiff. Moreover, Defendants' failed to provide Plaintiff with a copy of the calculations used to determine Plaintiff's eligibility for a loan modification or provide any insight into the process or guidelines under which Defendants made loan modification calculations.

As a direct result of Defendants' breach, Plaintiff suffered significant injury in the form of emotional injury and economic loss. Prior to the foreclosure sale, Plaintiff had expended substantial resources for the maintenance, improvement, and other expenses relating to the subject property. Accordingly, Plaintiff suffered economic losses due to the incidental and consequential costs, including legal fees, because of Defendants' outrageous sale of the property. Plaintiff is therefore entitled to damages.

5. DECLARATORY JUDGMENT IS APPROPRIATE AND SHOULD BE GRANTED IN FAVOR OF PLAINTIFF.

Declaratory action is available to a party when necessary to guide his or her conduct in order to preserve his or her future rights. *Menken v. 31st Dist. Court*, 179 Mich. App. 379, 380, 445 N.W.2d 527 (1989). In addition, declaratory judgment is designed to give litigants access to courts to preliminarily determine their rights and minimize avoidable losses and unnecessary accrual of damages. *Durant v. State*, 456 Mich. 175, 208-09, 566 N.W.2d 272 (1997).

Because Defendants sold the property in violation of this Court's Order, Plaintiff is entitled to have this Court declare the legal rights and duties of the parties. This Court has jurisdiction over the parties' dispute because it would have jurisdiction over the same claims in which Plaintiff seeks relief. Accordingly, declaratory relief is appropriate under MCR 2.605.

III. CONCLUSION

For the foregoing reasons, Plaintiff requests that this Court deny Defendants' Motion for Summary Judgment.

Respectfully submitted,

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Exhibit 8

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

GERARD WIENER, individually, and as
Personal Representative of the Estate of
Roland C. Wiener,

Plaintiff,

v.

BANKERS TRUST COMPANY, et al.

Defendants.

CASE NO. 11-10770

Hon. George Caram Steeh

**PLAINTIFFS' OPPOSITION TO
GMAC'S RENEWED MOTION
FOR SUMMARY JUDGMENT**

AND RELATED CROSS-ACTIONS

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PLAINTIFFS' OPPOSITION TO GMAC'S RENEWED MOTION FOR
SUMMARY JUDGMENT

**I. NOTE REGARDING AN INDEPENDENT REASON FOR NOT
GRANTING GMAC'S RENEWED MOTION—GMAC DID NOT FULFILL
ALL THE PREREQUISITES TO BRINGING THE RENEWED MOTION**

GMAC brought the renewed summary judgment motion prematurely because GMAC never provided a qualified PMK (person most knowledgeable) for the agreed upon PMK deposition. Providing such a person was an absolute prerequisite to GMAC being permitted to seek determination of its summary judgment motion in this Court. The PMK deposition agreement described as: "One deposition of GMAC Mortgage's person most knowledgeable ("PMK"), conducted in accordance with the Federal Rules of Civil Procedure, to take place in Detroit, Michigan, about the following agreed upon subjects (the "PMK Topics") with appropriate follow-up on any questions not answer because of assertion of a privilege by means of Movant's motion to compel: [followed by the list of PMK topics noted below].¹

At the purported PMK deposition, GMAC produced as its PMK witness, Roberto Montoya. Mr. Montoya while presented as and purporting to be a PMK was virtually useless because he did not prepare sufficiently to bring himself up to speed on the facts known by GMAC with respect to the PMK Topics. While the PMK Topics were broad in scope by their nature, they were topics to which GMAC had agreed by stipulation. GMAC hence had a duty to have its PMK witness up to speed on those topics.

The PMK Topics were:

a. Administration of the loan after made

¹ Exhibit A to this Opposition comprising the Stipulation and Order with Respect to Motion of Gerard Wiener for Relief from Automatic Stay as to GMAC Mortgage, LLC.

- b. All aspects of any foreclosure actions regarding the loan
 - c. Communications with owner of loan, Freddie Mac, once payments on the loan ceased, including up to GMAC's bankruptcy filing
 - d. Who, in terms of persons and entities made decisions regarding the Wiener loan after payments ceased, specifically including how the decisions were communicated to GMAC if they were not GMAC decisions
 - e. How the GMAC relationship with Freddie Mac worked with respect to the Wiener loan and the foreclosure sale, the attempts to modify the loan, who made decisions regarding the handling of the loan, and how, if at all, the Freddie Mac Single Family Seller/Servicer Guide played any role in these activities
 - f. How and why GMAC, directly and indirectly was communicating with Gerard Wiener and his attorney after the foreclosure sale occurred
 - g. What authority GMAC had from time-to-time with respect to the Wiener loan to modify the loan, to negotiate possible modification of the loan, and from whom or what in terms of communications that authority came
 - h. GMAC's reference to and following of Freddie Mac's loan modification policies and procedures
 - i. GMAC's policies and procedures as used in connection with the foreclosure on the Wiener loan
 - j. GMAC's policies and procedures regarding post foreclosure activities on the Wiener loan
 - k. GMAC's policies and procedures regarding the Federal Home Loan Modification program as it was applied or considered to be applied to the Wiener loan.
- Other than spending at most an aggregate of three hours with attorneys for GMAC (one inside attorney and one outside attorney), Mr. Montoya talked with absolutely no one at GMAC, GMAC's outside foreclosure attorneys or anyone else about any of the topics he was designated to be most knowledgeable of and

1 address. He did not talk with the outside foreclosure attorneys' personnel who
2 handled the GMAC's foreclosure efforts on the Wiener loan. He talked with no one
3 at GMAC who were persons who were involved regarding the Wiener loan, despite
4 the fact that in its discovery response to the plaintiffs, GMAC had in October of
5 2011 asserted when asked then to identify a PMK most knowledgeable about the
6 Wiener loan: "GMAC submits that there is no one person that is most
7 knowledgeable regarding the loan made to Roland Wiener. GMAC submits that
8 numerous individuals/departments within GMAC may possess information
9 regarding the applicable loan file."² Taking this interrogatory response at face
10 value, for Mr. Montoya to become knowledgeable about what GMAC knew about
11 each of the PMK Topics obviously would reasonably require that he consult with a
12 number of GMAC's and its agents' people to learn about the PMK Topics
13 sufficiently to qualify as a PMK as to each of those topics.

14 Mr. Montoya's failure to obtain sufficient knowledge to be a PMK was
15 confirmed by the following facts:

- 16 • Prior to being designated as the PMK deponent in this case, Mr.
17 Montoya knew nothing about the Wiener loan. We was designated to
18 be the PMK witness about a couple of months prior to the deposition.
19 Exhibit C, hereto, at the Montoya deposition page 7, lines 16-21.
- 20 • He has never ever met Patricia Scully and does not know her. Exhibit
21 C, hereto, at Montoya deposition page 11, lines 2-5.
- 22 • Mr. Montoya never talked with anyone at GMAC about the Wiener
23 loan (setting aside the attorneys earlier mentioned). Exhibit C,
24 hereto, at Montoya deposition page 14, lines 5-8.
- 25 • When Mr. Montoya reviewed the computer stored GMAC "service
26 notes" on the Wiener loan, he did not seek to identify who made any

27
28 ² GMAC's response to Plaintiffs' Interrogatory No. 1 – a true copy of which is Exhibit B
hereto together with the signature page of the GMAC discovery responses which included
the response to Interrogatory No. 1.

1 service noted entries nor make any attempt to contact any of the
2 persons who made the service note entries to learn more about the
3 substance of the service notes and what was occurring at the time.
4 Exhibit C, hereto, at Montoya deposition page 29, line 17 to deposition
5 page 30, line 15.

- 6 • Mr. Montoya did not talk with anyone at Freddie Mac about the
7 Wiener loan. Exhibit C, hereto, at Montoya deposition page 14, lines
8 9-11.
- 9 • Mr. Montoya did not talk with anyone else outside of GMAC about the
10 Wiener loan. Exhibit C, hereto, at Montoya deposition page 14, lines
11 12-14.
- 12 • Mr. Montoya did not talk with anyone at the Orleans' firm in preparing
13 for his deposition. Exhibit C, hereto, at Montoya deposition page 14,
14 line 25 to deposition page 15, line 3.

15 All Mr. Montoya did was look at some documents he was provided by Mr.
16 DeLuca and a few that he could see on portions of GMAC's system he had the
17 ability to view, and talk with Mr. DeLuca for about 1.5 hours and Ms. Buen of
18 GMAC's legal department for about the same amount of time. Exhibit C, hereto, at
19 Montoya deposition page 15, lines 11-15.

20 His failure to seek to learn or be presented with materials or people who
21 knew facts relevant to the agreed upon PMK Topics for which GMAC designated
22 him as the person most knowledgeable is staggering and proves that once again
23 that GMAC is not really trying to deal fairly with its customers or former
24 customers.

25 Mr. Montoya's lack of knowledge regarding the PMK Topics for which he
26 was designated abounds. One example is

27 Mr. Montoya was asked: "Is it correct that you don't know who, if anyone,
28 dealing on the Wiener loan made reference to the Freddie Mac Seller Servicer

1 Guide, correct? He responded: "I don't know, that's correct". Exhibit C, hereto, at
2 Montoya deposition page 94, lines 6-9.

3 Another example occurred when Mr. Montoya was being asked about entries
4 in the GMAC service notes. One note said "DEF-options to avoid foreclosure." "Q.
5 Do you know what that entry means?" "A. I don't, sir." Exhibit C, hereto, at
6 Montoya deposition page 35, lines 13-20.

7 A further example is whether Mr. Montoya as the PMK knew if GMAC or its
8 foreclosure folks ever notified Gerard Wiener, Gerard Wiener's attorney or his
9 sisters that the foreclosure sale would occur on January 5 , 2010: "Q. Okay. In
10 your review of materials preparing for this deposition did you see or hear anything
11 that indicated that Mr. Wiener or his attorney Mr. Pookrum or either of his sisters,
12 were ever informed that the foreclosure sale date was going to be January 5th,
13 2010?"

14 "A. I don't know if there was, sir. I don't know if there was any letters that were
15 sent out to Mr. Wiener notifying him of the sale on January the 5th, 2010." "Q.
16 Okay. You don't know and you don't recall seeing any, correct?" "A. Correct."
17 "Q. And would that same answer be true if the question were broad enough to
18 communications, be it by letter, by e-mail, by fax or verbally, if a verbal – if a
19 record was made of the verbal conversation in the notes?" "A. That's correct."
20 Exhibit C, hereto, at Montoya deposition page 75, lines 7-24.

21 Importantly, the stipulation and order that allows GMAC to bring this
22 renewed includes a requirement that a PMK deposition on the PMK Topics occur.
23 The PMK was to have knowledge about what GMAC knew concerning the PMK
24 Topics. This purported PMK did not have any real knowledge and made no
25 meaningful effort to learn.

26 Mr. DeLuca inadvertently summed up Mr. Montoya's problem as a PMK
27 witness when at Mr. Montoya's deposition he said: "Well, he's not a fact witness,
28 Counselor. He's here as a corporate designated witness 30(b)(6) witness. He does

1 not have intimate knowledge of what actually transpired in this case." Exhibit C,
2 hereto, at Montoya deposition page 71, lines 6-9.

3 Mr. Montoya was not prepared. He was not a PMK. He was not prepared to
4 "testify about information known or reasonably available to the organization"
5 as required by Federal Rule of Civil Procedure 30(b)(6).

6 The Rule facilitates the securing of a corporation's testimony, to limit
7 "bandying" and to reduce the overall number of depositions needed. See Fed. R.
8 Civ. P. 30(b)(6) advisory committee's note; *Alexander v. FBI*, 186 F.R.D. 148, 152
9 (D.D.C. 1999). Thus, **the Rule requires a corporation when necessary to**
10 **prepare a witness with pertinent information reasonably available to**
11 **it.** [Emphasis added] See, *Triple Crown America, Inc. v. Biosynth AG*, 1999 WL
12 492661, (E.D.Pa. July 12, 1999); *Rainey v. American Forest & Paper Ass'n*, 26 F.
13 Supp. 2d 82, 94 (D.D.C. 1998). The burden is on a corporation seeking to avoid
14 compliance on the basis that the information sought is not known or reasonably
15 knowable to move for and justify a protective order.

16
17 Here, not only did GMAC not seek a protective order. To the contrary by
18 stipulation it fully agreed to the topics, made no objections, and sought no
19 limitation on the topics. However, having made the agreement, GMAC did not live
20 up to it. Instead it did not have Mr. Montoya adequately prepared. Since a Rule
21 30(b)(6) witness must testify to the entity's knowledge, he must learn that
22 knowledge to fulfill the entity's obligation under the Rule.
23

24 **II. INTRODUCTION TO SUMMARY JUDGMENT OPPOSITION**

25
26 GMAC Mortgage ("GMAC") was the servicer of a loan owned by Freddie
27 Mac. Roland Wiener had purchased a condominium home for his family in May,
28 1972. In 1997 he refinanced the loan to obtain cash, while keeping the home for

1 his three children, Gerard Wiener, Alice Wiener and Charlotte Wiener.³ This
2 refinancing loan is the subject matter of this case.

3 Roland Wiener passed away on January 23, 2009.⁴ Shortly after Roland
4 Wiener's death, his son, Gerard Wiener, undertook to learn the status of the loan
5 from GMAC, inform GMAC of Roland Wiener's death, provide GMAC his contact
6 information and initiate a discussion with GMAC about what the Roland Wiener
7 Estate could do with the loan and home going forward.⁵

9 What followed was over a year of frustration experienced, mis-information
10 given, and stalling, all done by GMAC. It had the result of totally thwarting Gerard
11 Wiener's attempts to learn about and deal with the loan and property on behalf of
12 his father's Estate.⁶

14 The situation must be evaluated with the understanding that GMAC was and
15 is a giant company which brazenly asserts its wishes in a manner which makes life
16 difficult for borrowers and their successors. GMAC as a matter of course,
17 forcefully asserted itself in a bombastic and pretentious manner, rather than
18 rationally dealing with Gerard Wiener as the successors' representative. GMAC's
19 actions directly resulted in a significant cost to the Estate and Gerard Wiener, and
20 GMAC ignored the concepts of fairness, evenhandedness and truthfulness.
21
22
23
24

25 ³. See Note and Mortgage, Exhibits B and C to GMAC's Renewed Summary Judgment.

26 ⁴ Declaration of Gerard Wiener in Opposition to GMAC's Renewed Motion for Summary
27 Judgment ("Renewed Wiener Declaration"), Exhibit D hereto, at ¶ 3.

28 ⁵ Renewed Wiener Declaration, Exhibit D hereto, at ¶ 4.

⁶ Renewed Wiener Declaration Exhibit D hereto, at ¶ 5.

1 GMAC in asserting its summary judgment position relies on (1) a first
2 forbearance attempt's purported failure in October and early November of 2009,
3 and then (2) its incorrect characterization of a 2nd forbearance plan it offered,
4 which never came to fruition.

5
6 The second forbearance plan offered by GMAC failed not because of the
7 Wieners, but because GMAC's spokesperson to the Wieners, Ms. Scully,
8 abandoned the proposed forbearance plan and then, apparently to take her
9 Christmas break. She left without (1) making any arrangements for coverage of
10 her desk or personal office fax machine while she was gone, or (2) reviewing the
11 file to see if she needed to do something to make sure some other element of
12 GMAC did not take any foreclosure sale action until she returned and looked at
13 communications from the Wieners relevant to the forbearance offer.
14

15 Gerard Wiener and his sister Charlotte Wiener fulfilled their obligation to
16 provide certain information to GMAC's representative, but she abandoned her
17 effort and through gross negligence stopped functioning as GMAC's representative
18 dealing with the Wiener Estate and family. That abandonment occurred just
19 when the Wieners had sent her the final papers (Charlotte Wiener's credit and
20 income information) Ms. Scully had requested and which Ms. Scully wanted before
21 a forbearance agreement was to be offered and tendered to the Wieners for
22 signature and payment. *See*, Exhibit I hereto, Excerpts from the November 29,
23 2012, Deposition of Ms. Scully, at page 60, line 18-page 61, line 8; page 77, line 20;
24 page 84, lines 13-14; page 85, line 1-page 86, line 7; page 88, lines 6-11 [Exhibit 10
25 referenced in the Scully Deposition is The Charlotte Wiener Materials axed on
26
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1 December 23, 2009]; page 88, lines 12-24; page 89, line 15-page 90, line 2. It is
2 interesting that Ms. Scully said that if she had seen Charlotte Wieners' submission
3 on December 23rd, she would have looked at it and would have tried to evaluate it
4 or tell Charlotte Wiener if she needed to send more information or anything else
5 in. *Id.*
6

7 Way after the fact, Ms. Scully now claims that the attempt to put together a
8 forbearance agreement had morphed into an assumption plan, but that
9 characterization is contrary to what GMAC noted in its "service notes" concerning
10 the loan, when after the foreclosure sale had occurred, a GMAC senior
11 representative told Gerard Wiener's attorney that the foreclosure sale took place
12 because the Wieners had not made a payment or confirmed acceptance of a
13 forbearance plan then on the table (the second attempt) and that he learned that
14 fact from the loss mitigation person involved.⁷ Specifically, the service note said:
15 "spoke to A3p [authorized third party]. Sttd [stated] tht[that] custmr believe he
16 was on forb [forbearance] agreement. Advised 3p forb [forbearance] was offered
17 but accoirng [according] to Det HOPE rep info on forb not received. Advised file
18 went to sale due to this. Advised 3p sale adjourned twice. 3p sttd tht sale shld
19 have been adjourned again due to forb although cust didn't make pymt and no
20 confirm on plan recd."
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26 ⁷ Exhibit G is a copy of some excerpts of GMAC's Service Notes which were kept on
27 a computer system as a contemporaneous record of many of GMAC's activities
28 concerning the Wiener Loan. Both Ms. Scully and GMAC's PMK, Mr. Montoya,
testified to facts that qualify these notes as business records of GMAC. See,
Exhibit H, hereto, comprising deposition excerpts of Ms. Scully and Mr. Montoya
to those facts.

1 Although Gerard Wiener and his sister sent the materials requested y Ms.
2 Scully in, they did not sign an agreement or make a payment because Ms. Scully
3 never gave them a payment amount or sent them an agreement to sign. See,
4 Exhibit I hereto at page 96, line 18-page 97, line 17. Also see, Exhibit D, hereto, at
5 ¶ 15, in which Mr. Wiener notes: " With respect to the second forbearance attempt
6 Ms. Scully never sent me a forbearance agreement to sign, and never provided me
7 with the final exact payment to be made as the initial payment or for any other
8 subsequent payments. I believed one would come after she and her group had
9 reviewed my sister's and my submissions."

12 Additionally, Mr. Wiener was never informed of the January 5, 2010,
13 foreclosure sale date. See, Exhibit D at ¶ 17. As noted above, Mr. Montoya never
14 saw in what he looked at any record of such a communication.

16 The net result of all of GMAC's conduct was a series of foreclosure misdeeds
17 and actions bringing great harm to the Wieners. The attitude of not fairly dealing
18 with or caring about the Wiener family after Roland Wiener's death was repeated
19 often and justifies holding GMAC liable in tort for its wrongful actions. Even if the
20 Court continues to accept the notion that the sale of the property to its current
21 owners cannot be undone, the harm to the Wieners is recompensable.

24 No matter how else things are cut, there is at a minimum a triable issue of
25 material fact as to whether the foreclosure was premature because from all that
26 Ms. Scully did, the Wiener family was reasonably waiting for a response to its
27 submissions, the Wieners were never given an agreement to sign or an amount to
28 pay, and they were never informed of the upcoming revised foreclosure date.

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III. BACKGROUND

A. GMAC's Initial Dealings with Gerard Wiener

On February 4, 2009, Gerard Wiener called GMAC to tell it of his father's death, supply his contact information, and inquire into a loan payoff figure for his childhood home. Unbelievably, this phone call was the first of no less than 53 unsuccessful attempts by Gerard Wiener to obtain critical information to which he was entitled and to provide GMAC information which logically one would think it wanted, to wit: The name and contact information of an alive person with whom it could deal.⁸

The first call, however, was a vivid foreshadowing of future events. GMAC put Gerard Wiener on hold for 46 minutes, then transferred him to GMAC's Assumptions Department. The Assumptions Department told him that no one could speak with him unless GMAC received a probate court letter of authority for Gerard Wiener or, since in this case an estate had not yet been opened, a filed death certificate regarding Roland Wiener. Gerard Wiener agreed to send his father's death certificate immediately. He also provided all of his contact information and requested that GMAC add it to the loan file.⁹

Gerard Wiener promptly sent his father's death certificate to GMAC's Assumptions Department by mail, along with all of the Estate's contact information. On behalf of the Estate he continued to make timely mortgage

⁸ Exhibit D, at ¶ 19.

1 payments on the loan. GMAC without question or comment accepted those
2 payments but would do and did nothing in response to Gerard Wiener's request to
3 discuss the loan with GMAC.¹⁰

4 When Gerard Wiener called to discuss the mortgage shortly after sending in
5 the death certificate and contact information, GMAC said that it's system did not
6 reflect receipt of the death certificate and thus it could not speak to him. GMAC
7 advised Gerard Wiener that it could take some time for the death certificate he had
8 sent to be reflected in GMAC's system even though it had physically been received.
9 GMAC pretended it did not exist because even though it had received it, GMAC's
10 people had not caused it to be entered into GMAC computer system. It then asked
11 him to wait and call back later.¹¹ GMAC's runaround had begun.

14 This scenario repeated itself dozens of times. It took over six months before
15 GMAC finally "discovered" and acknowledged its receipt of Roland Wiener's death
16 certificate. In the meantime, Plaintiff called GMAC at least once, sometimes
17 several times a week, in the weeks and months following his initial contact, to
18 discuss the mortgage. He also on March 3, 2009, sent a letter to GMAC's
19 Waterloo, Iowa, Assumptions Department, explaining the status of matters and
20 asking for assistance. He received no response. Exhibit D at ¶ ____

23 From Gerard Wiener's point of view, the Estate urgently needed answers to
24 certain questions, including: (1) whether there was life insurance in place on the

26 ⁹ Exhibit D at ¶ 20.

27 ¹⁰ Exhibit D at ¶ 21.

28 ¹¹ Exhibit D at ¶ 22.

1 mortgage; (2) an exact payoff figure; and (3) how to remove certain unnecessary
2 (and improper, as Gerard Wiener believed) recurring charges from the mortgage
3 payment (to which Roland Wiener may not even have consented but which in any
4 event were no longer needed, including so-called “credit protection” coverage).
5 Gerard Wiener was asking about these subjects because in one of his early phone
6 calls to GMAC, a GMAC person told him that the loan had a credit protection plan
7 and other possible features, e.g., a legal advice provision.¹²

9 Each time Gerard Wiener asked about these things, he was either told that
10 GMAC had still not received the death certificate and, therefore, could not speak
11 with him, was disconnected, or was improperly routed to some unit that could not
12 provide any help.¹³

14 He was told to fax the death certificate again. He did so, and also mailed it
15 to the Assumptions Department. During one of Gerard Wiener's follow-up phone
16 calls, the GMAC Assumptions agent advised him that it could take up to three
17 weeks for a fax to “hit the system” and advised him to “relax and wait a few weeks”
18 and then call back.¹⁴

20 In each instance when Gerard Wiener called GMAC, he was advised that
21 without the death certificate being in GMAC's file, he could not be given any
22 information or response either on the phone or in writing.¹⁵ GMAC refused to
23

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26 ¹² Exhibit D at ¶¶ 23 & 24.

27 ¹³ Id.

28 ¹⁴ Id.

¹⁵ Id.

1 address his monetary offer to pay-off the loan.¹⁶ Not only was this communication
2 incredible, it was stupid not to consider, discuss or otherwise take the offer.

3
4 Finally, in April 2009, out of sheer frustration, Gerard Wiener had the Estate
5 suspend mortgage payments in an attempt to get GMAC's attention and cause it
6 once and for all to deal with him. That effort too failed. When, on April 15, 2009,
7 Gerard Wiener called GMAC's Assumptions Department and explained that the
8 Estate was having difficulty justifying making mortgage payments without knowing,
9 for one thing, whether there was mortgage insurance. The GMAC representative
10 advised him that it had no proof in its system that Gerard Wiener was authorized to
11 discuss the loan, but that nonetheless the best solution would be for him to
12 quitclaim the house directly over to GMAC without any compensation, in order to
13 protect his dead father's credit. "Don't you want to protect his memory?" taunted
14 the GMAC agent. Appalled, Gerard Wiener asked to speak to a supervisor or
15 someone else in authority. His request was denied, then he was put on hold for 42
16 minutes, and then disconnected.¹⁷

17 The events that occurred up to mid-November, 2009, including the initial
18 foreclosure attempt based on letters sent to Roland Wiener after he had died are
19 articulated in Plaintiffs' earlier Summary Judgment responses, incorporated by
20 this reference, and will not be repeated here.¹⁸

21 Factually, what is important to say is that while GMAC was advising Gerard
22 Wiener to give GMAC more time to process and enter into its system, his father's
23 death certificate, Gerard Wiener's Court letters of authority making him the
24 representative of the Estate of Roland Wiener, and additional attempts to find
25 someone who would discuss the loan with him, GMAC without notice of any sort to

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27 ¹⁶ Id.

28 ¹⁷ Exhibit D at ¶ 25.

¹⁸ See Docket Items Nos. 48, 64, 66, 74 and their Exhibits.

Gerard Wiener, via its foreclosure attorneys at the Orlans law firm, had initiated proceedings to foreclose on the property. That wrongful conduct was further proof of GMAC callus and pompous attitude about its customers. Even though GMAC had been given verbal and written notice of Roland Wiener's death numerous times and had been sent Roland Wiener's death certificate a number of times, GMAC chose to give notice of its foreclosure activities to the deceased Roland Wiener and not to Gerard Wiener or his sisters.

IV. ARGUMENT

A. Much Is Already Briefed

As this Court may recall, many of GMAC's current arguments were made before and have been briefed by both sides already. Rather than repeat the plaintiffs' arguments, we asks the Court to look at the following pleadings and their exhibits that address much of what GMAC now argues. Those pleadings are Docket Numbers 48, 64, 66, 74and their Exhibits.

B. GMAC's Makes a False Claim on Page 10 of Its Brief

GMAC argues that "Scully, agreed to adjourn the November foreclosure sale and sent Plaintiff a **second foreclosure agreement** for Plaintiff to execute. Per the proposed agreement, Plaintiff was to submit the necessary paperwork and documentation. Again, Plaintiff failed to submit the required documentation." [Emphasis added] This is pure garbage and GMAC offers no evidence whatsoever to support its assertion that it sent a second foreclosure agreement for Plaintiff to execute.

Ms. Scully did adjourn the November foreclosure sale upon receipt of certain factual information forms that were filled out and returned by Gerard Wiener a day after she asked for them. None of those documents were a foreclosure agreement, a forbearance agreement or anything close to that. Ms. Scully wanted

1 similar documents from Charlotte Wiener who at Ms. Scully's insistence was going
2 to live at the house to fulfill what Ms. Scully had told Gerard Wiener was a
3 requirement that needed to be fulfilled for a forbearance to occur.¹⁹ After taking
4 the time necessary to gather and prepare the documents, those were sent to Ms.
5 Scully. No "foreclosure agreement" or "forbearance agreement" was a part of the
6 documentation Ms. Scully sent to the Wieners or otherwise asked for.²⁰

7 What was to occur was upon receipt and review of that documentation,
8 GMAC was going to send an agreement and payment table to the Wieners.
9 Instead, GMAC via Ms. Scully, went silent and foreclosed on the property without
10 bothering to tell the Wiener's of the new foreclosure sale date.

11 The offensive and wrongful game played here by GMAC was to ask for
12 factual information documentation to be completed and returned to it for review,
13 and then silently have a foreclosure sale (without notice to the Wieners) while the
14 Wieners were waited for the documentation review to be completed. GMAC's
15 *three card monte* should not be allowed to be successful here.

16
17 Among other things, GMAC's combination of purportedly considering a
18 forbearance agreement silently foreclosing is an unfair business practice. M.C.L. §
19 445.901, *et seq.*

20 C. Additional Relevant Law and Argument

21 Beyond what is in the prior briefs, we note:

22 * The statute of frauds upon which GMAC relies does not require a
23 signature of the borrower, only the lender. And, as noted before, that "signature"
24 can be via e-mail.

25 * The Sheriff's Deed as recorded has a significant irregularity that
26

27 ¹⁹ Exhibit D at ¶ 12.

28 ²⁰ Exhibit J hereto contains the packages of documentation Scully asked for, which were
sent to her private office fax machine.

1 caused the title to the property to be slandered by GMAC with the Sheriff being the
2 inadvertent tool of GMAC through its foreclosure attorneys who prepare the
3 documentation. The Sheriff's Deed notes that notice was published that a private
4 foreclosure sale would be made on January 5, 2010 at the Courthouse in Pontiac,
5 Michigan.²¹ That Deed's attachments purporting to prove that a notice of sale for
6 that January 5, 2010, was published, the attached notices only prove that such a
7 notice was published for a sale on September 8, 2009. That issue plus the fact
8 that Gerard Wiener also was not provided with the January 5, 2010 foreclosure
9 sale date makes the sale suspect and an issue of fact exists as to whether or not
10 GMAC's foreclosure attorneys properly conducted the sale with appropriate
11 notices. A reasonable inference from the Sheriff's Deed is that the notice was not
12 proper and Gerard Wiener's testimony by his Declaration under penalty of perjury,
13 coupled with the Montoya testimony at his deposition that he say nothing that
14 indicated any notice of the January 5, 2010 sale was given to Mr. Wiener all lead to
15 the conclusion that the foreclosure sale was not proper.

16 * Judicial foreclosure was necessary because there was not sufficient
17 compliance with MCL 6003.3163.

18 * If considered, the Mallory affidavit fails to show a basis for how she
19 knows that she says. That is necessary.

20 * Unlike what happened in the Hartop v. Deutsche Bank case Oct 13.
21 2010, after foreclosure sale was postponed, and the 'new" date was changed to
22 December 5, 2010, no notice given of new date to Wieners.

23 * The statute of frauds does not eliminate the wrongful foreclosure
24 issue. The statements upon which we rely are written and the e-mail signature of
25 Ms. Scully satisfies the signature requirement of the statute of frauds. See MCL
26 §450.832(h). It can include e-mails. *Int'l Casings*, 358 F.Supp.2d 863, 875 (W.D.

27
28 ²¹ Exhibit K, copy of the recorded Sheriff's Deed with attachments purporting to prove
notice publication.

MI, 2005). Whether considered a contract or promissory estoppel²², there is a signed writing. The Michigan Supreme Court notes the factual complexity of application of the statute of frauds and that it is not as rigid as the defendants suggest. Rather than apply fixed rules for compliance with the statute of frauds, the Court adopted a case-by-case approach. In *Opdyke Investment Co. v. Norris Grain Co.* 413 Mich. 354, 367-368, 320 N.W.2d 836 (1982) it stated: We decline to accept the defendants' invitation to adopt narrow and rigid rules for compliance with the statute of frauds. Instead, we affirm the standard espoused by Professor Corbin and adopted by this Court in]: "Let us proceed, therefore, with a general consideration of what constitutes a sufficient note or memorandum. We may well start with this one general doctrine: There are few, if any, specific and uniform requirements. The statute itself prescribes none; and a study of the existing thousands of cases does not justify us in asserting their existence. Some note or memorandum having substantial probative value in establishing the contract must exist; but its sufficiency in attaining the purpose of the statute depends in each case upon the setting in which it is found.... That is the rule of law to be applied with intelligence and discrimination and not like a pedant playing a game of

²² Promissory estoppel consists of four elements: 1) a promise; 2) that the promisor should reasonably expect to induce the promisee into action of a definite and substantial character; 3) which in fact produced reliance or forbearance of that nature; 4) in circumstances such that the promise must be enforced if injustice is to be avoided. *McMath v. Ford Motor Co.*, 259 N.W.2d 140, 142 (Mich. Ct. App. 1977). "A promise is a manifestation of intention to act or refrain from acting in a specified manner, made in a way that would justify a promisee in understanding that a commitment had been made." *Schmidt v Bretzlaff*, 528 N.W.2d 760, 762 (Mich. Ct. App. 1995). Moreover, "reliance is reasonable only if it is induced by an actual promise." *State Bank of Standish v Curry*, 500 N.W.2d 104, 107 (Mich. 1993)). The Michigan Supreme Court states: Variables such as the nature of the relationship between the parties, the clarity of the representation, as well as the circumstances surrounding the making of the representation, are important to the determination of whether the manifestation rises to the level of a promise. Both traditional contract and promissory estoppel theories of obligation use an objective standard to ascertain whether a voluntary commitment has been made. To determine the existence and scope of a promise, we look to the words and actions of the transaction as well as the nature of the relationship between the parties and the circumstances surrounding their actions.

1 logomachy."

2 Ms. Scully's e-mail of November 19, 2009 satisfies the statute of frauds when
3 it states: "Here is the bottom line . . . I can get the payment reduced for 6 months
4 to \$755.07 to give the estate time to figure out what they want to do.

5 "The Unpaid Principal Balance at this time is \$60,684.22, the current I/R is
6 8.75. The loan is currently due for the 04/01/2009 payment. I need the paper
7 work I sent over Tuesday back to me by tomorrow . . . I am off tomorrow, but I will
8 sent it off to our loss Mitt dept in Waterloo, IA to request the Special Forbearance.
9 I HAVE to have that paperwork, otherwise under the Freddie Mac guidelines I
10 cannot adjourn the sale any longer. These are formal arrangements, and our set
11 up on our servicing system. If I do not receive the paper work as requested, I will
12 assume the Estate has decided to let the property go to FC sale on 11/24, and
13 proceed with the 6 month redemption period.

14
15 "Regards,

16
17 "**Patty L. Scully**"

18 Gerard Wiener sent in his paperwork, the foreclosure sale was adjourned,
19 and that it would take Charlotte Wiener longer to get her paperwork in did not
20 bother Ms. Scully at all.

21
22 **V. CONCLUSION**

23 GMAC's foreclosure sale was flawed and did not comport with Ms. Scully's
24 2nd forbearance proposal, the initial terms of which were filled by the Wieners.
25 Certainly triable issues of fact exist as to what occurred.

26 Without regard to the substance of GMAC's motion, the motion is premature
27 because the prerequisite to having the motion heard was not satisfied because a
28 PMK was not provided for deposition.

1 GMAC's actions were done with ill-will, and reckless disregard of the
2 Wiener's rights, justifying treatment of GMAC's actions as being actions in tort.
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9 Dated: February 5, 2012
10

11 By: s/David J. Brown

12 David J. Brown (CA 56628)
13 Attorney for Plaintiffs
14 1135 Ulloa Street
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TABLE OF EXHIBITS

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A	Stipulation and Order with Respect to Motion for Relief From Automatic Stay
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C	Excerpt's from the November 30, 2012, Deposition of Roberto Montoya
D	Declaration of Gerard Wiener in Opposition to GMAC's Renewed Motion for Summary Judgment
E	Roland Wiener's Death Certificate
F	Lis Pendens Recorded with Respect to This Lawsuit
G	Excerpts of GMAC's Service Notes Relating to the Wiener Loan
H	Excerpts from the Scully and Montoya Depositions
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EXHIBIT A

TO PLAINTIFFS' OPPOSITION TO GMAC'S RENEWED MOTION FOR SUMMARY JUDGMENT

Stipulation and Order with Respect to Motion of Gerard Wiener for Relief from Automatic Stay
as to GMAC Mortgage, LLC.

and GMAC Mortgage, the “Defendants”), pending in the United States District Court for the Eastern District of Michigan (the “Michigan Federal Court”), Case No. 11-10770-GCS-PJK.

C. In May 1972, Movant’s father, Roland Wiener purchased the real property located at 1946 Parmenter Boulevard, Apartment 305, Building 53, Segment 19 Royal Oak, Michigan (the “Property”). In 1997, to refinance the purchase of the Property, Roland Wiener obtained a loan secured by a mortgage (the “Mortgage”) on the Property. In 2003, Freddie Mac purchased the Mortgage from Bankers Trust and was the owner of the Mortgage until foreclosure in early 2010. GMAC Mortgage was the servicer of the Mortgage at all relevant times to the allegations raised in the Action.

D. The Property was sold at a Sheriff’s sale to Freddie Mac on January 5, 2010.

E. Subsequently, on June 22, 2010, Movant, as personal representative of his father’s estate, filed the Action against GMAC Mortgage and Bankers Trust in Michigan state court seeking damages and equitable relief for wrongful foreclosure on the Property.

F. On September 21, 2012, the Property was sold by Freddie Mac to Baskin and Newman.

G. Thereafter Movant added Freddie Mac, Baskin, Newman and Fifth Third, the current holder of a Mortgage from Baskin and Newman, as defendants to the Action and Freddie Mac removed the case to the Michigan Federal Court.

H. Pursuant to section 362 of the Bankruptcy Code, the commencement of the Debtors’ Chapter 11 cases automatically stayed the Action against GMAC Mortgage.

I. Each of the Defendants has filed and fully briefed a motion for summary judgment (the “Summary Judgment Motions”) against Movant. Movant has not filed a cross-

motion for summary judgment against any of the Defendants. Movant has opposed each of the Summary Judgment motions.

J. Except as to GMAC Mortgage, by virtue of the automatic stay, the Summary Judgment Motions were argued before and taken under advisement by the Michigan Federal Court on June 18, 2010. On September 17, 2012, the Michigan Federal Court issued a written opinion and order granting the Summary Judgment Motions as to each of the non-debtor Defendants and on October 17, 2012, Movant filed a notice of Appeal of such order. GMAC Mortgage's Summary Judgment Motion (the "GMAC SJ Motion") is fully briefed, but not yet argued, and is currently pending before the Michigan Federal Court.

K. On July 18, 2012, Movants filed a motion pursuant to section 362 of the Bankruptcy Code for relief from the automatic stay seeking relief from the automatic stay to continue prosecuting the Action against GMAC Mortgage, including the taking of certain discovery from the Debtors [Docket No. 813] (the "Motion").

L. In order to resolve the risk and expense of litigating the Motion, the Debtors have reached agreement with Movant under which the Debtors shall consent to a limited modification of the automatic stay pursuant to section 362(a) of the Bankruptcy Code subject to the conditions set forth herein and to this Court's approval of this Stipulation and Order.

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the Parties, as follows:

AGREEMENT:

1. Upon entry of this Stipulation and Order by the Court, the automatic stay imposed by section 362(a) of Bankruptcy Code shall be modified solely for the limited purpose to permit (i) GMAC Mortgage and Movant to argue the GMAC SJ Motion before the Michigan Federal

Court and any appeals taken in connection therewith, (ii) the Michigan Federal Court to render a ruling on the GMAC SJ Motion, and (iii) the Debtors to produce certain agreed-upon documents and witnesses pursuant to the terms and subject to the terms and conditions set forth herein; provided, however, that GMAC Mortgage may seek no sooner than ten days after the completion of the Agreed Discovery (as defined below), on appropriate notice to schedule argument on the GMAC SJ Motion before the Michigan Federal Court.

2. The Debtors agree to produce only the discovery set forth on Exhibit A annexed hereto (the “Agreed Discovery”). The Debtors shall not be required to provide any other documents, items or witnesses to Movant under this Stipulation and Order.

3. Except as provided herein, the provisions of the automatic stay, including, without limitation, those provisions prohibiting execution, enforcement or collection of any judgment that may be obtained against the Debtors and/or assets or property of the Debtors’ estates (as defined in section 541 of the Bankruptcy Code) shall remain in full force and effect, and Movants, together with their respective agents, attorneys, or representatives, shall not take any action to execute, enforce or collect all of or any portion of any such judgment from the Debtors or its estates or properties.

4. Upon entry of this Stipulation and Order, the Motion shall be deemed withdrawn without prejudice to renew.

5. This Stipulation and Order shall not become effective unless and until it is entered by the Bankruptcy Court.

6. This Stipulation and Order may not be modified other than by a signed writing executed by the Parties hereto or by further order of the Bankruptcy Court.

7. This Stipulation and Order is the entire agreement between the Parties in respect of the subject matter hereof.

8. Each person who executes this Stipulation and Order on behalf of a Party hereto represents that he is duly authorized to execute this Stipulation and Order on behalf of such Party.

9. This Stipulation and Order may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

10. The 14-day stay period under Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure is hereby waived and this Stipulation and Order shall be immediately effective upon its entry.

[The remainder of this page is left intentionally blank]

Exhibit A

Agreed Upon Discovery

1. One deposition of Patricia L. Scully, a GMAC Mortgage employee, conducted in accordance with the Federal Rules of Civil Procedure, with appropriate follow-up on any questions not answered because of assertion of a privilege by means of Movant's motion to compel.

2. One deposition of GMAC Mortgage's person most knowledgeable ("PMK"), conducted in accordance with the Federal Rules of Civil Procedure, to take place in Detroit, Michigan, about the following subjects (the "PMK Topics") with appropriate follow-up on any questions not answer because of assertion of a privilege by means of Movant's motion to compel:

Loan made to Roland Wiener, including without limitation,

- a. Administration of loan after made
- b. All aspects of any foreclosure actions regarding the loan
- c. Communications with owner of loan, Freddie Mac, once payments on the loan ceased, including up to the Debtors' bankruptcy filing
- d. Who, in terms of persons and entities made decisions regarding the Wiener loan after payments ceased, specifically including how the decisions were communicated to GMAC Mortgage if they were not GMAC decisions.
- e. How the GMAC Mortgage relationship with Freddie Mac worked with respect to the Wiener loan and the foreclosure sale, the attempts to modify the loan, who made decisions regarding the handling of the loan, and how, if at all, the Freddie Mac Single Family Seller/Service Guide played any role in these activities
- f. How and why GMAC Mortgage, directly and indirectly was communicating with Gerard Wiener and his attorney after the foreclosure sale occurred
- g. What authority GMAC Mortgage had from time-to-time with respect to the Wiener loan to modify the loan, to negotiate possible modification of the loan, and from whom or what in terms of communications that authority came
- h. GMAC Mortgage's reference to and following of Freddie Mac's loan modification policies and procedures
- i. GMAC Mortgage's policies and procedures as used in connection with the foreclosure on the Wiener loan

j. GMAC Mortgage's policies and procedures regarding post foreclosure activities on the Wiener loan

k. GMAC Mortgage's policies and procedures regarding the Federal Home Loan Modification program as it was applied or considered to be applied to the Wiener loan

3. No later than five calendar days prior to the PMK deposition, GMAC Mortgage will produce to Movant's counsel, in hard copies or electronically, any documents not yet produced that are relevant to each of the subjects matter of the PMK Topics.

EXHIBIT B

TO PLAINTIFFS' OPPOSITION TO GMAC'S RENEWED MOTION FOR SUMMARY JUDGMENT

GMAC's Response to Plaintiffs' Interrogatory No. 1

810013416

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

GERARD WIENER, individually, and as
Personal Representative of the Estate of
Roland C. Wiener,

Plaintiff,

U.S. Dist. Ct. Case No. 11-10770-GCS-PJK

v.

Oakland County Case No. 10-111283-CH

BANKERS TRUST COMPANY, a foreign company,
GMAC MORTGAGE, LLC, a Delaware corporation,
and FEDERAL HOME LOAN MORTGAGE CORPORATION,
a foreign corporation, and JEFFREY BASKIN, an individual,
and LAUREN NEWMAN, an individual,

Defendants,

and

JEFFREY BASKIN, an individual, and LAUREN NEWMAN,
an individual,

Defendants/Counter-Plaintiffs/Cross-Plaintiffs,

v.

GERARD WIENER, individually, and as Personal Representative
of the Estate of Roland C. Wiener,

Plaintiff/Counter-Defendant,

and

FEDERAL HOME LOAN MORTGAGE CORPORATION, a foreign corporation,

Defendant/Cross-Defendant.

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**GMAC MORTGAGE, LLC'S OBJECTIONS AND ANSWERS TO PLAINTIFFS'
GERARD WIENER'S AND THE ESTATE OF ROLAND WIENER'S, FIRST SET OF
INTERROGATORIES, REQUESTS FOR PRODUCTION AND REQUESTS FOR
ADMISSION DIRECTED AT DEFENDANT GMAC**

Defendant, GMAC Mortgage, LLC ("GMAC"), by and through its attorneys, McKelvie DeLuca, P.C., states the following as its Objections and Answers to Plaintiff's First Set of Interrogatories, Requests for Production and Requests for Admission Directed to Defendant GMAC:

PRELIMINARY STATEMENT

Defendant GMAC's investigation and discovery in this matter is ongoing. As such, these objections and answers are provided without prejudice to GMAC's right to provide or object to the production of further documents, evidence and/or information not yet discovered.

Defendant GMAC reserves the right to amend and/or supplement these objections and answers to Plaintiff's first discovery requests as additional responsive information is found by way of discovery and/or otherwise.

GENERAL OBJECTIONS

A. Defendant GMAC's objections to "Plaintiff's First Set of Interrogatories, Request for Production and Requests for Admission Directed to Defendant GMAC" have been prepared

in accordance with the Federal Court Rules and pursuant to a reasonably diligent search for the information and/or documents requested. GMAC submits that the scope of its investigation conducted to locate responsive information and documents has been limited to making inquiries to those activities and employees most likely to be knowledgeable about the specific matters at issue, and reviewing GMAC files in which information related to such matters ordinarily would be expected to be found. To the extent that this discovery purports to acquire or define an investigation that exceeds the foregoing scope, GMAC objects thereto on the grounds that such requirement or definition (i) exceeds the scope of permissible discovery, and (ii) improperly attempts to impose upon GMAC an unreasonable burden and expense and/or duties beyond those required under the Federal Court Rules.

B. GMAC reserves the right to amend these objections and answers and to offer related evidence, as additional facts are ascertained, research is completed and contentions become apparent.

C. To the extent that the discovery contained herein appears to acquire information that is protected from disclosure by the attorney/client privilege and/or the attorney work product doctrine, GMAC objects to the same.

D. By submitting these responses, GMAC does not in any way adopt Plaintiff's purported definition of words and phrases contained in this discovery. GMAC objects to those definitions to the extent that they are inconsistent with (a) the ordinary customary meaning of such words and phrases or (b) the rules governing the permissible scope of discovery.

E. GMAC does not concede that any of the information or documents that were produced are or will be admissible evidence at trial or any evidentiary hearing. Furthermore,

GMAC does not waive any objection, whether or not asserted herein, to use any such documents at trial.

F. GMAC objects to the discovery to the extent it purports to require GMAC to respond on behalf of other persons, or to provide information that is not in the possession, custody or control of GMAC.

G. GMAC objects to providing discovery on any such documents without prior arrangements being made to reimburse GMAC for the cost of locating, extracting and copying which may be incurred.

H. GMAC objects to these interrogatories to the extent they seek answers that call for a legal conclusion.

I. GMAC objects to these interrogatories to the extent that they are oppressive, overly broad and unduly burdensome.


Subject to and without waiving its objections, GMAC responds to Plaintiff's First of Interrogatories, Request for Production and Requests for Admission to Defendant GMAC as follows:

INTERROGATORY NO. 1

Please provide the name, address, and telephone number of the person most knowledgeable about the loan made to Roland Wiener; this person should be knowledgeable regarding: how such loans were marketed or sold to seniors such as Roland Wiener and how the loans were administered after sale.

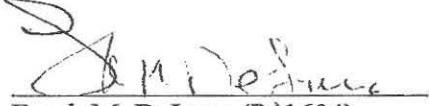
ANSWER: Without waiving its General Objections as fully set forth herein, GMAC submits that there is no one person that is most knowledgeable regarding the loan made to Roland Wiener. GMAC submits that numerous individuals/departments within GMAC may possess information regarding the applicable loan file.

Dated: 10/27, 2011


Scott Zeitz
GMAC Mortgage, LLC and
Bankers Trust Company

Respectfully submitted,

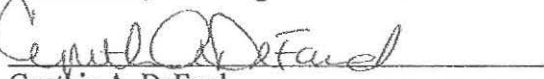
McKELVIE DeLUCA, P.C.


Frank M. DeLuca (P41604)
Attorneys for Defendants GMAC
and Bankers Trust
280 W. Maple Road, Suite 300
Birmingham, MI 48009
(248) 952-5100

Dated: October 27, 2011

PROOF OF SERVICE

The undersigned certifies that a copy of the foregoing instrument was served upon the attorneys of record of all parties to the above cause by mailing the same to them at their respective business addresses as disclosed by the pleadings of record herein, with postage fully prepaid thereon on the 31st day of October, 2011. I declare under the penalty of perjury that the statement above is true to the best of my information, knowledge and belief.


Cynthia A. DeFord

K:\GMAC - Ally Financial\Wiener, Gerard\Federal Court\Answers - 1st Discovery Requests.doc

EXHIBIT C

TO PLAINTIFFS' OPPOSITION TO GMAC'S RENEWED MOTION FOR SUMMARY JUDGMENT

Excerpt's From the November 30, 2012, Deposition of Roberto Montoya

ROBERTO MONTOYA
November 30, 2012

Page 1

1 UNITED STATES DISTRICT COURT
2 EASTERN DISTRICT OF MICHIGAN
3 SOUTHERN DIVISION
4

5 GERARD WIENER, individually,
6 and as Personal Representative
7 of the Estate of Roland C. Wiener,
8 Plaintiff,

ORIGINAL

9 vs. Case No. 11-10770
10 Hon. George Caram Steeh
11 BANKERS TRUST COMPANY, ET AL.,
12 Defendants.

13
14 AND RELATED CROSS-ACTIONS
15
16

17 The Deposition of ROBERTO MONTOYA,
18 Taken at 280 West Maple Road, Suite 300,
19 Birmingham, Michigan,
20 Commencing at 8:51 a.m.,
21 Friday, November 30, 2012,
22 Before Amy Tobias Lenga, CSR-4625.
23
24
25

ROBERTO MONTOYA
November 30, 2012

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1 me that and ask for clarification, and if you need
2 clarification as to only part of it tell me what needs
3 clarifying and I will attempt to do that. All right?

4 A. Okay.

5 Q. Unless your attorney instructs you not to answer even
6 if he makes objections for the record you should then
7 go ahead and answer the question. All right?

8 A. Okay.

9 Q. Are you under the influence of any medication, drug,
10 alcohol, whatever, today that might affect your
11 ability to recall or testify?

12 A. No.

13 Q. The question I ask everybody, so don't be offended by
14 it, have you ever been convicted of a felony?

15 A. No.

16 Q. When did you first learn that you were going to be a
17 witness in this case as a person most knowledgeable?

18 A. A couple months ago, approximately.

19 Q. Prior to being so designated did you know anything at
20 all about the Wiener loan?

21 A. No.

22 Q. For purposes of the depo I'll refer to the plaintiff,
23 Gerard Wiener, as either Gerard Wiener or Mr. Wiener.
24 His father, who is the original borrower was Roland
25 Wiener and when I'm referring to him I'll call him

ROBERTO MONTOYA
November 30, 2012

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1 A. These are all residential mortgage borrowers.

2 Q. Do you know a Patricia Scully?

3 A. No.

4 Q. Have you ever met her?

5 A. No.

6 MR. BROWN: Let's mark as Exhibit 1 a copy
7 of the deposition notice.

8 MR. DeLUCA: Can we go off the record for a
9 second?

10 MR. BROWN: Sure.

11 (Off the record at 9:02 a.m.)

12 (Back on the record at 9:04 a.m.)

13 MARKED BY THE REPORTER:

14 DEPOSITION EXHIBIT 1

15 9:04 a.m.

16 MR. BROWN: It's my understanding that to
17 the extent I use in this deposition exhibits that were
18 in Ms. Scully's deposition yesterday I will refer to
19 them as Scully exhibit number whatever, say I am using
20 it in this deposition. The court reporter has
21 graciously agreed that she will cause to be attached
22 to the Montoya deposition copies of the Scully
23 exhibits that I use. Is that agreeable?

24 MR. DeLUCA: That's fine.

25 MR. BROWN: Is that agreeable with you, Miss

ROBERTO MONTOYA
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1 foreclosure section.

2 Q. Anything else that you reviewed that was Freddie
3 Mac's?

4 A. No.

5 Q. In preparing for the deposition, and setting aside
6 attorneys for the moment, did you talk with anybody at
7 GMAC about the Wiener loan?

8 A. No.

9 Q. Did you talk with anybody at Freddie Mac about the
10 Wiener loan?

11 A. No, sir.

12 Q. Did you talk with anybody outside of GMAC about the
13 Wiener loan?

14 A. No.

15 Q. Are you familiar with the Orlans Law Firm?

16 A. Excuse me?

17 Q. Are you familiar with the Orlans Law Firm,
18 O-r-l-a-n-s?

19 A. I'm familiar in the sense where I've seen letters and
20 I've seen communications between our Foreclosure
21 Department with Orlans & Associates.

22 Q. Have you ever yourself in your normal course of
23 business dealt with the Orlans' firm?

24 A. No, sir.

25 Q. Is it correct that -- well, let me ask you this. In

ROBERTO MONTTOYA
November 30, 2012

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1 preparing for this deposition did you talk with
2 anybody at the Orlans' firm?

3 A. No.

4 Q. And don't tell me what was said at this point, but
5 what attorneys, if any, did you communicate with
6 either at GMAC or working for GMAC with respect to
7 preparing for this deposition?

8 A. The only people I spoke to was my attorney sitting
9 next to me, Frank DeLuca, and Christine Buen from our
10 Legal Department.

11 Q. How much time did you spend conversing with Mr.
12 DeLuca, be it telephonically, in person or whatever?

13 A. Approximately an hour and a half.

14 Q. How much time did you spend with your in-house lawyer?

15 A. Around that same time.

16 Q. And in the course of those discussions with your
17 attorneys did they tell you what you should say
18 substantively in response to any questions in the
19 deposition?

20 A. What I should say?

21 Q. Yes.

22 MR. DeLUCA: Well, I am going to caution the
23 witness not to disclose any discussions that you had
24 with your attorneys, be it outside attorneys or inside
25 attorneys, as those conversations are privileged.

ROBERTO MONTTOYA
November 30, 2012

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1 know --

2 A. It just depends on the person entering that note.

3 Some people might have been put -- been more specific
4 as to what department it was transferred to. Some
5 people -- in this case it wasn't specific enough.

6 Q. Okay. And then after it says "further assistance."
7 There's something that says "distinct 4009." Do you
8 see that?

9 A. Yes, sir, I do.

10 Q. Do you know what that is?

11 A. A lot of the times after the note the individual who's
12 fielding that call will put their initials or their
13 name at the end of the note. So one person is Justin
14 K. who entered this note.

15 Q. Do you know what the number means, the 4009?

16 A. I don't.

17 Q. When you have a note like this and these calls and it
18 doesn't indicate otherwise, presumably this is a call
19 that came into ASM, whatever ASM is, correct?

20 A. Yes. To add to that, there is a teller ID that
21 appears before the note in the special column.

22 Q. Okay.

23 A. So everybody has a unique teller ID.

24 Q. Okay. So the first -- essentially, there are two
25 notes there that are all NT's. One came from teller

ROBERTO MONTOYA
November 30, 2012

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1 08899, correct?

2 A. Correct.

3 Q. Another came from teller 26436. And I assume
4 somewhere in the embodiment on the computer of GMAC if
5 you have the right authority you can identify who
6 those tellers are by name, correct?

7 A. Anybody who has access to the system is able to put a
8 search into the system to find out who it is.

9 Q. When you were preparing for this deposition did you
10 ever look up any of the teller numbers to figure out
11 who it was?

12 A. No.

13 Q. Did you ever try and contact any of the tellers who
14 made entries to talk with them about the Wiener loan?

15 A. No, sir.

16 Q. Below the last note you'll see there's a transaction
17 type DMD. Do you see that?

18 A. I do.

19 Q. What's a DMD, do you know?

20 A. I don't know exactly what that code means. But that
21 code, every time a call is made to the borrower and
22 there is no answer that code is logged on there.

23 Q. So that would be an attempt?

24 A. An attempt to call.

25 Q. To call the borrower or anyone connected with the

ROBERTO MONTOYA
November 30, 2012

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1 document notice ID. What's document notice ID?

2 A. I don't know the meaning of those numbers.

3 Q. Okay. Would that be true of the document text ID as
4 well?

5 A. Yes, sir.

6 Q. So where it has a 05 under document ID text in that
7 row you don't know what a 05 is, correct?

8 A. I don't.

9 Q. Same with the document text type code?

10 A. That's correct.

11 Q. You don't know in this instance what eight means?

12 A. I don't.

13 Q. And then the transaction entry is what? Can you read
14 it?

15 A. It says "DEF-options to avoid foreclosure."

16 Q. Do you know what that entry means?

17 A. I don't, sir.

18 Q. When you were preparing for the deposition did you
19 look it up?

20 A. No, sir.

21 Q. If you look at an entry that's about a third from the
22 bottom under 5/18/2009, it's the last 5/18/2009 row,
23 you'll see the transaction type is FSV. Do you see
24 that?

25 A. I do.

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1 contained in the exhibit is accurate.

2 MR. BROWN: Well, since he's supposed to be
3 a person most knowledgeable about all aspects of any
4 foreclosure actions regarding the loan I would
5 disagree with you.

6 MR. DeLUCA: Well, he's not a fact witness,
7 Counselor. He's here as a corporate designated
8 witness 30(b)(6) witness. He does not have intimate
9 knowledge of what actually transpired in this case.

10 MR. BROWN: But he, in theory, is supposed
11 to find a way to become informed of facts as the
12 person most knowledgeable.

13 MR. DeLUCA: I think we complied with the
14 court rule.

15 MR. BROWN: All that being said, are you
16 instructing him not to answer?

17 MR. DeLUCA: No. I am placing an objection
18 on the record.

19 BY MR. BROWN:

20 Q. So going back to paragraph eight. Do you recall the
21 question?

22 A. I do recall the question.

23 Q. And what's your answer?

24 A. I've been instructed not to answer.

25 MR. DeLUCA: No. Excuse me. If you have

ROBERTO MONTOYA
November 30, 2012

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1 A. I can't recall if I have or not. I don't think I
2 have.

3 Q. So your best recollection, albeit you're not
4 absolutely positive, it wasn't in the packet of
5 materials provided to you by Mr. DeLuca, correct?

6 A. I don't remember it being in there.

7 Q. Okay. In your review of materials preparing for this
8 deposition did you see or hear anything that indicated
9 that Mr. Wiener or his attorney, Mr. Pookrum or either
10 of his sisters, were ever informed that the
11 foreclosure sale date was going to be January 5th,
12 2010?

13 A. I don't know if there was, sir. I don't know if there
14 was any letters that were sent out to Mr. Wiener
15 notifying him of the sale on January the 5th, 2010.

16 Q. Okay. You don't know and you don't recall seeing any,
17 correct?

18 A. Correct.

19 Q. And would that same answer be true if the question
20 were broad enough to communications, be it by letter,
21 by e-mail, by fax or verbally, if a verbal -- if a
22 record was made of the verbal conversation in the
23 notes?

24 A. That's correct.

25 Q. Okay. So you don't know whether it happened or not

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1 GMAC made reference to the Freddie Mac Seller Servicer
2 Guide in dealing with the Wiener loan, right?

3 A. I'm sorry, repeat the question one more time.

4 Q. Let me try it again.

5 A. Yeah.

6 Q. Is it correct that you don't know who, if anyone,
7 dealing on the Wiener loan made reference to the
8 Freddie Mac Seller Servicer Guide, correct?

9 A. I don't know, that's correct.

10 Q. What you have done is you made an assumption that
11 somebody did and was trying to follow it, is that
12 correct?

13 A. That is correct, sir.

14 Q. Why don't you skip a topic and then read the topic
15 after the policies and procedures regarding
16 post-foreclosure.

17 MR. DeLUCA: J.

18 A. Oh, J?

19 BY MR. BROWN:

20 Q. Yeah.

21 A. "GMAC's policies and procedures regarding
22 post-foreclosure activities on the Wiener loan."

23 Q. And what did you discover, if anything, about GMAC's
24 policies and procedures were regarding
25 post-foreclosure activities on the Wiener loan?

EXHIBIT D

TO PLAINTIFFS' OPPOSITION TO GMAC'S RENEWED MOTION FOR SUMMARY JUDGMENT

Declaration of Gerard Wiener in Opposition to GMAC's Renewed Motion for Summary
Judgment

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

GERARD WIENER, individually, and as
Personal Representative of the Estate of
Roland C. Wiener,

Plaintiff,

v.

BANKERS TRUST COMPANY, et al.

Defendants.

CASE NO. 11-10770

Hon. George Caram Steeh

AND RELATED CROSS-ACTIONS

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1
2
3 I, the undersigned, declare:

4 1. I am the plaintiff in this matter for myself and as representative of the
5 Estate of Roland Wiener.

6
7 2. I could and would, if called upon, testify from my own personal
8 knowledge of the following facts because I was and/or am involved in each
9 of the activities described in this Declaration and I am competent to testify
10 to these facts.

11 3. My father, Roland Wiener passed away on January 23, 2009. Exhibit
12 E to the Plaintiffs' Opposition to GMAC's Renewed Motion for Summary
13 Judgment is a true duplicate of Roland Wiener's Death Certificate.

14 4. Shortly after Roland Wiener's death, I undertook to learn the status of
15 the loan being administered by GMAC Mortgage ("GMAC"), inform GMAC
16 of Roland Wiener's death, provide GMAC my contact information and
17 initiate a discussion with GMAC about what the Roland Wiener Estate
18 could do with the loan and home going forward.
19

20
21 5. What followed was over a year of frustration, mis-information, and
22 stalling by GMAC that totally thwarted my attempts to learn about and deal
23 with the loan and property on behalf of my Father's Estate.
24

25 6. GMAC brazenly attempted to make life difficult for a borrower's
26 successors, rather than rationally deal with me as the successors'
27 representative. GMAC's actions directly resulted in a significant cost to the
28

1 Estate and me, with the concepts of fairness and truthfulness being
2 abandoned by GMAC.

3
4 7. GMAC and its minions made no effort for consistency of position and
5 throughout the process failed to communicate fairly with me about
6 GMAC's position on matters much less give me information important and
7 necessary to protect the Roland Wiener's Estate's rights.
8

9 8. While I was dealing with GMAC representatives who portrayed
10 sympathy to me for the delays in GMAC's ability to talk with me and
11 advised me just to sit tight, I later learned that other sections of GMAC had
12 started foreclosure without telling me even though I had numerously
13 identified myself and given GMAC my contact information.
14
15

16 9. From my point of view, I was looking for the lender's servicer to
17 explain the details of the loan, what each of the charges were, and perhaps
18 make adjustments to the note obligations, first as a forbearance
19 arrangement to give the Estate time to determine what course of action it
20 wanted to follow, and then either as a loan modification or payoff as the
21 Estate determined what it wanted to do.
22
23

24
25 10. After 3 months of no substantive response from GMAC in response to
26 my attempts to communicate with it, the Estate ceased making loan
27 payments to try to get GMAC's attention and response.
28

1 11. In late August/early September of 2009, GMAC tendered Patricia
2 Scully to work with me regarding the loan. Ms. Scully represented herself
3 in my initial discussions with her, and from time-to-time thereafter, as the
4 person being provided to me by GMAC to work with me and my attorney in
5 dealing with GMAC regarding the loan. She emphasized that she was the
6 person within whom I should deal. Based on her statements to me that she
7 was the person with whom I was to interact, and she was the person who
8 offered possible forbearance plans, and who caused adjournment or
9 continuance of purportedly established foreclosure sales dates, I relied on
10 her statements that she was the person with whom I should deal regarding
11 the Roland Wiener loan. She never communicated anything else to me.
12
13
14

15 12. After one attempt to reach a forbearance agreement, that Ms. Scully
16 said was no longer available, a second attempt to reach a forbearance
17 agreement was made. That attempt was suggested in detail by Ms. Scully
18 to me in part in exchanged e-mails and in part in telephonic conversations
19 with her. The attempt was started when there was an impending
20 foreclosure sale scheduled to occur. Ms. Scully said she was not sure she
21 could prevent the sale from happening but she needed certain specific
22 submissions from myself and my sister, Charlotte. The reason she included
23 Charlotte in the request is that Ms. Scully said that to obtain the
24 forbearance, one of the three children had to live on the premises as a
25
26
27
28

1 condition of the forbearance. Ms. Scully said that she needed the
2 submissions within the next day.

3
4 13. In her timeframe, I sent my submission pertaining to myself to her. I
5 then explained that since my sister lived in Paris, France, and had to
6 prepare certain materials to be able to complete the specific materials Ms.
7 Scully was requesting, it would take her longer to prepare the information
8 being sought. Ms. Scully made no protest then or later that the fact it
9 would take my Sister some time to prepare her materials was any problem,
10 or that such additional time would thwart in any way, the effort to reach a
11 forbearance arrangement. Furthermore, once she received my materials,
12 and without yet receiving my sister's materials, Ms. Scully rescheduled the
13 then pending foreclosure sale to December 29, 2009. She in no way
14 presented herself as a mere conduit with respect to GMAC's loss mitigation
15 department. She never said that she had no obligation or intention of
16 talking with other aspects of GMAC regarding the loan or that I would still
17 have to deal with them independent of her. Rather, she consistently
18 presented herself as being the GMAC contact for me. She never claimed
19 that she had no interaction with or responsibilities toward the loan with
20 respect to other GMAC departments who from time-to-time took actions
21 regarding the loan, including the foreclosure unit and its outside
22
23
24
25
26
27
28

1 foreclosure attorneys, the assumption department, the customer service
2 department, or any other department.

3
4 14. Ms. Scully never told me that since my sister was becoming involved a
5 forbearance was no longer being considered. She never explained to me
6 that an assumption, rather than a forbearance was on the table instead of a
7 and that I would have to deal directly with the assumptions department,
8 rather than her.
9

10
11 15. With respect to the second forbearance attempt Ms. Scully never sent
12 me a forbearance agreement to sign, and never provided me with the final
13 exact payment to be made as the initial payment or for any other
14 subsequent payments. I believed one would come after she and her group
15 had reviewed my sister's and my submissions.
16

17
18 16. In the latter part of December, 2009, Ms. Scully stopped
19 communicating with me Wiener and my attorney, and grossly failed to
20 keep us informed of the situation, including her notion that trying to do a
21 forbearance was off the table and an assumption was going to be
22 attempted.
23

24
25 17. I was never informed by anyone that a foreclosure sale date of
26 January 5, 2010, was set for a sale by advertisement.
27
28

1 18. When I brought suit against GMAC and others, my attorney filed and
2 recorded in Oakland County, Michigan on June 22, 2010, a lis pendens. A
3 true copy of that lis pendens is Exhibit F to the Opposition to the Renewed
4 Motion.
5

6 19. On February 4, 2009, I called GMAC to tell it of my father's death, supply
7 my contact information, and inquire into a loan payoff figure for my childhood
8 home. Unbelievably, this phone call was the first of no less than 53 unsuccessful
9 attempts by me to obtain critical information to which I was entitled and to
10 provide GMAC information which logically one would think it wanted, to wit:
11 The name and contact information of an alive person with whom it could deal.
12
13

14 20. The first call, however, was a vivid foreshadowing of future events. GMAC
15 put me on hold for 46 minutes, then transferred me to GMAC's Assumptions
16 Department. The Assumptions Department told me that no one could speak
17 with me unless GMAC received a probate court letter of authority for Gerard
18 Wiener or, since in this case an estate had not yet been opened, a filed death
19 certificate regarding Roland Wiener. I agreed to send my father's death
20 certificate immediately. I also provided all of my contact information and
21 requested that GMAC add it to the loan file.
22
23

24 21. I promptly sent my father's death certificate to GMAC's Assumptions
25 Department by mail, along with all of the Estate's contact information. On
26 behalf of the Estate I continued to make timely mortgage payments on the loan.
27
28

1 GMAC without question or comment accepted those payments but would do and
2 did nothing in response to my request to discuss the loan with GMAC.

3 22. When I called to discuss the mortgage shortly after sending in the death
4 certificate and contact information, GMAC said that it's system did not reflect
5 receipt of the death certificate and thus it could not speak to me. GMAC advised
6 me that it could take some time for the death certificate I had sent to be reflected
7 in GMAC's system even though it had physically been received, It then asked me
8 to wait and call back later.
9
10

11 23. I made additional calls but each time I asked about these things, I was
12 either told that GMAC had still not received the death certificate and, therefore,
13 could not speak with me, was disconnected, or was improperly routed to some
14 unit that could not provide any help.
15
16

17 24. I was told to fax the death certificate again. I did so, and also mailed it to
18 the Assumptions Department. During one of my follow-up phone calls, the
19 GMAC Assumptions agent advised me that it could take up to three weeks for a
20 fax to "hit the system" and advised him to "relax and wait a few weeks" and then
21 call back. An improbable three months after my father's death, after sending my
22 death certificate by various methods multiple times to GMAC, I continued to be
23 unable to get anyone at GMAC to recognize me as a legitimate representative of
24 the Estate or to discuss the loan. I persistently continued to call GMAC and pose
25 the questions the Estate needed answered, albeit without success. I even offered
26 GMAC \$55,000 in cash to pay off the loan. In each instance I called GMAC, I
27
28

1 was advised that without the death certificate on file, he could not be given any
2 information or response either on the phone or in writing. GMAC refused to
3 address my offer to pay-off the loan.

4
5 25. Finally, in April 2009, out of sheer frustration, I had the Estate suspend
6 mortgage payments in an attempt to get GMAC's attention and cause it once and
7 for all to deal with him. That effort too failed. When, on April 15, 2009, I called
8 GMAC's Assumptions Department and explained that the Estate was having
9 difficulty justifying making mortgage payments without knowing, for one thing,
10 whether there was mortgage insurance. The GMAC representative advised me
11 that it had no proof in its system that I was authorized to discuss the loan, but
12 that nonetheless the best solution would be for me to quitclaim the house
13 directly over to GMAC without any compensation, in order to protect my dead
14 father's credit. "Don't you want to protect his memory?" taunted the GMAC
15 agent. Appalled, I asked to speak to a supervisor or someone else in authority.
16 My request was denied, then I was put on hold for 42 minutes, and then
17 disconnected.
18
19
20

21 I declare under penalty of perjury under the laws of the United States
22 of America and the State of California that the foregoing is true and correct
23 and that I have executed this Declaration as of the 4th day of February,
24 2013 at San Francisco, California.

25 By: _____/s/_____
26

27 Gerard Wiener
28

Exhibit 9

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

GERARD WIENER, individually,
and as personal representative
of the estate of ROLAND WIENER,

Plaintiff,

v.

Case No. 11-CV-10770
HON. GEORGE CARAM STEEH

GMAC MORTGAGE, LLC, a Delaware
corporation,

Defendant,

AND

JEFFREY BASKIN, an individual,
and LAUREN NEWMAN, an individual,

Counter-Plaintiffs,

v.

FEDERAL HOME LOAN
MORTGAGE CORPORATION,
a foreign corporation,

Defendant/Cross-Defendant.

ORDER DENYING WITHOUT PREJUDICE DEFENDANT
GMAC MORTGAGE'S RENEWED MOTION FOR SUMMARY
JUDGMENT (#89) PENDING BANKRUPTCY COURT DETERMINATION

On June 22, 2010, plaintiffs filed a complaint in Oakland County Circuit Court asserting various claims relating to the foreclosure of Roland Weiner's property and seeking to have the foreclosure sale set aside. On February 24, 2011, the case was

removed to this court. On November 8, 2011, plaintiff filed a third amended complaint. Following motions for dismissal or summary judgment, the court granted judgment in favor of defendants Bankers Trust Company, Freddie Mac, Jeffrey Baskin, Lauren Newman, and Fifth Third Mortgage. At the time of the ruling, the case was stayed as to defendant GMAC Mortgage, LLC (GMAC) as a result of GMAC's bankruptcy filing. Thus, the court was unable to rule on GMAC's motion for summary judgment.

On July 18, 2012, plaintiff filed a motion for relief from the automatic stay as to GMAC in the pending bankruptcy action. The parties agreed to a stipulation modifying the automatic stay. Pursuant to the stipulation, plaintiff could depose two witnesses of GMAC and then the parties could move forward with GMAC's motion for summary judgment in this case. The depositions were taken on November 29 and 30, 2012.

On December 20, 2012, GMAC filed a renewed motion for summary judgment. In response, plaintiff asserts that GMAC's renewed motion for summary judgment should not be granted because GMAC did not fulfill the prerequisites for bringing the motion according to the stipulation entered into between the parties in the bankruptcy proceeding. Plaintiff claims the requirement of two depositions of GMAC's witnesses was not adequately met. Plaintiff claims Robert Montoya, GMAC's Rule 30(b)(6) witness, was "virtually worthless" and not prepared to address the designated topics. Plaintiff argues that GMAC therefore never provided a qualified person most knowledgeable, "an absolute pre-requisite to GMAC being permitted to seek determination of its summary judgment motion in this Court."

GMAC argues that it fulfilled the stipulation requirements. GMAC argues plaintiff's counsel questioned Montoya for three and a half hours and did not reserve further questioning at the end of the deposition. In the stipulation in dispute, the bankruptcy court

“retain[ed] jurisdiction to resolve all matters relating to the implementation of this Stipulation and Order.” The issue of whether GMAC complied with the stipulation and order certainly falls within that scope. This court therefore declines determination of GMAC’s renewed motion for summary judgment until the bankruptcy court decides the issue of whether GMAC satisfied the necessary prerequisites for renewing its summary judgment motion. This court will defer consideration of the motion for summary judgment until the bankruptcy court makes this determination. Accordingly, defendant GMAC’s renewed motion for summary judgment (Doc. 89) hereby is DENIED WITHOUT PREJUDICE and may be renewed upon the bankruptcy court’s determination as discussed above.

IT IS SO ORDERED.

Dated: May 14, 2013

s/George Caram Steeh
GEORGE CARAM STEEH
UNITED STATES DISTRICT JUDGE

CERTIFICATE OF SERVICE

Copies of this Order were served upon attorneys of record on
May 14, 2013, by electronic and/or ordinary mail.

s/Marcia Beauchemin
Deputy Clerk

Exhibit 10

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

GERARD WIENER, individually,
and as personal representative
of the estate of ROLAND WIENER,

Plaintiff,

v.

Case No. 11-CV-10770
HON. GEORGE CARAM STEEH

BANKERS TRUST COMPANY,
a foreign company, GMAC
MORTGAGE, LLC, a Delaware
corporation, FEDERAL HOME LOAN
MORTGAGE CORPORATION, a foreign
corporation, JEFFREY BASKIN,
an individual, LAUREN NEWMAN,
an individual, and FIFTH THIRD
MORTGAGE - MI, LLC,

Defendants,

AND

JEFFREY BASKIN, an individual,
and LAUREN NEWMAN, an individual,

Defendants/Counter-Plaintiffs,

v.

GERARD WIENER, individually,
and as personal representative
of the estate of ROLAND WIENER,

Plaintiff/Counter-Defendant,

and

FEDERAL HOME LOAN MORTGAGE
CORPORATION, a foreign corporation,

Defendant/Cross-Defendant.

OPINION AND ORDER GRANTING DEFENDANTS' MOTIONS
FOR SUMMARY JUDGMENT (#41, 56, AND 58) EXCEPT AS TO
GMAC MORTGAGE, LLC AND DENYING PLAINTIFF'S MOTION
TO EXTEND DATES AND PERMIT DISCOVERY (#74)

On June 22, 2010, plaintiff filed a complaint in Oakland County Circuit Court asserting various claims relating to the foreclosure of Roland Weiner's property and seeking to have the foreclosure sale set aside. On February 24, 2011, the case was removed to this court. On November 8, 2011, plaintiff filed the third amended complaint asserting the following claims: (1) violation of Michigan's foreclosure statute; (2) negligence; (3) breach of contract; (4) agency/respondeat superior with regard to Patricia Scully's employment relationship with defendant GMAC; (5) temporary restraining order and permanent injunction; (6) conversion; (7) declaratory judgment; (8) action to determine interest in land under MCR 3.411; and (9) slander of title. Defendants filed three motions for dismissal or summary judgment. The motions are fully briefed. Since the filing of the motions, the proceedings against defendant GMAC Mortgage, LLC have been automatically stayed as a result of GMAC's bankruptcy filing. On June 13, 2012, plaintiff filed a motion to extend the dates and permit discovery. Defendants filed responses. On June 18, 2012, the court held oral argument on the motion to extend and the motions for dismissal or summary judgment.

At the hearing, plaintiff agreed to dismiss defendant Bankers Trust Company with prejudice. The motion for dismissal or summary judgment filed by Bankers Trust Company and GMAC (#41) is therefore GRANTED as to Bankers Trust Company. As set forth above, the proceedings against defendant GMAC are stayed and therefore the court will not address GMAC's request for dismissal or summary judgment.

For the reasons set forth below, the remaining motions for dismissal or summary judgment (#56 and #58) are GRANTED and plaintiff's motion to extend the dates and permit discovery (#74) is DENIED.

BACKGROUND

In February 1997, Ronald Weiner, plaintiff's father, obtained a loan in the amount of \$87,500. To secure repayment of the loan, Weiner granted a mortgage against the house at 1946 Parmenter Blvd., Apt. 305, Royal Oak, Michigan. The loan and mortgage were subsequently assigned to Bankers Trust. At some point, the loan went into default for nonpayment. Weiner passed away on January 23, 2009, and plaintiff became the personal representative for his estate on June 30, 2009.

In November 2008, plaintiff alleges he began contacting GMAC Mortgage, the servicer, to discuss the possible refinance of the mortgage. GMAC moved forward with foreclosure by advertisement and a sheriff's sale was scheduled for September 8, 2009. Plaintiff alleges that he requested a meeting to discuss a potential loan modification in August 2009. Consequently, GMAC adjourned the scheduled foreclosure sale multiple times over a four month period.

On October 8, 2009, GMAC sent plaintiff a six month special forbearance agreement that, if executed, would have adjourned the scheduled foreclosure sale while plaintiff and GMAC continued to try to work out a loan modification. The forbearance agreement called for specific payment obligations. The forbearance agreement called for six payments of \$480.79 each, beginning on November 15, 2009 and ending on April 15, 2010. The agreement provides that "[i]t is absolutely critical that you continue to make your monthly payments as we have outlined above...And don't forget: please send your payments by

certified funds to the following address: Default Payment Processor, 3451 Hammond Ave, Waterloo, IA 50702.” Plaintiff never returned a signed copy of the agreement nor made the monthly payments pursuant to the agreement. Plaintiff also asserts that he attempted to make a payment but was denied access to his account.

On January 5, 2010, the foreclosure sale took place. Freddie Mac was the high bidder at the foreclosure sale with a bid of \$65,000. The redemption period was six months, meaning July 5, 2010 was the expiration date for plaintiff to pay Freddie Mac back for its high bid plus interest and other costs or Freddie Mac would become the fee owner of the property.

On June 22, 2010, plaintiff filed suit in Oakland County Circuit Court against Bankers Trust and GMAC seeking to, among other things, set aside the foreclosure sale. Plaintiff did not name Freddie Mac as a party. Freddie Mac had been identified as the high bidder at the foreclosure sale in the Sheriff’s Deed recorded five months earlier with the Oakland County Register of Deeds. Plaintiff recorded a notice of lis pendens against the property, but again, did not identify Freddie Mac as a party.

On June 30, 2010, plaintiff, Bankers Trust, and GMAC stipulated to an order purporting to toll the redemption period applicable to the foreclosure sale. The agreement is memorialized in a circuit court order which states that pursuant to the parties’ stipulation, the redemption period is tolled pending further order of the court.

On July 7, 2010, an individual at GMAC sent an email to Foreclosuresales@freddiemac.com stating the account was in litigation and that plaintiff was “currently seeking to extend redemption period (expires July 5).”

On September 20, 2010, Freddie Mac sold the property to Newman and Baskin in exchange for \$66,000. The title commitment prepared in connection with the purchase of the property did not identify plaintiff's lis pendens. Newman and Baskin purchased the property using a loan obtained from Fifth Third Bank. Repayment of the loan is secured by a mortgage granted to Fifth Third against the property.

On November 24, 2010, plaintiff filed an amended complaint adding Freddie Mac, Baskin, and Newman as defendants. Fifth Third was added as a party when plaintiff filed his third amended complaint.

On January 30, 2012, defendants Bankers Trust Company and GMAC Mortgage, LLC filed a motion for dismissal or summary judgment. As noted above, the proceedings against defendant GMAC are stayed as a result of GMAC's bankruptcy filing and plaintiff agreed to dismiss Bankers Trust. The motion is therefore granted as to Bankers Trust.

On March 29, 2012, defendant Freddie Mac filed a motion for dismissal or summary judgment. Freddie Mac argues it is entitled to summary judgment on all of plaintiff's claims against it and that plaintiff has failed to state a claim upon which relief may be granted as to the conversion claim.

On March 29, 2012, defendants Jeffrey Baskin, Lauren Newman, and Fifth Third Mortgage filed a motion for summary judgment. In their motion, these defendants argue plaintiff's claim fails because Freddie Mac, the high bidder at the foreclosure sale, was not subject to the action in which the Oakland County Circuit Court tolled the expiration of the redemption period and thus the order did not toll the expiration of the redemption period. Thus, the redemption period expired and Freddie Mac sold the property to Newman and Baskin. These defendants argue plaintiff's quiet title claim is therefore factually and legally

devoid of merit and should be dismissed. As plaintiff's declaratory relief claim is based on the quiet title claim, defendants argue it should be dismissed as well.

On June 13, 2012, plaintiff filed an ex parte motion to extend dates and permit discovery. Defendants filed responses prior to the June 18, 2012 hearing on the dispositive motions. Following the hearing, plaintiff filed a supplemental brief.

STANDARD

In deciding a motion to dismiss under Rule 12(b)(6), the court must construe the complaint in favor of the plaintiff, accept the factual allegations as true, and determine whether the allegations present plausible claims. Bell Atlantic Corp. v. Twombly, 127 S. Ct. 1955, 1964-65 (2007). The pleading must provide "more than labels and conclusions, and a formulaic recitation of the elements of a cause of action will not do." Id. Although the complaint need not contain detailed factual allegations, its "factual allegations must be enough to raise a right to relief above the speculative level[.]" Ass'n of Cleveland Fire Fighters v. City of Cleveland, 502 F.3d 545, 548 (6th Cir. 2007) (citing Twombly, 127 S. Ct. at 1965). The court should first identify any conclusory allegations and bare assertions that are not entitled to an assumption of truth, then consider the factual allegations that are entitled to a presumption of truth and determine if they plausibly suggest entitlement to relief. Ashcroft v. Iqbal, 129 S.Ct. 1937, 1951 (2009). The well-pleaded facts must permit an inference of more than a mere possibility of misconduct. Id. at 1950.

Federal Rule of Civil Procedure 56(c) empowers the court to render summary judgment forthwith if the "pleadings, depositions, answers to interrogatories and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." See

Redding v. St. Edward, 241 F.3d 530, 532 (6th Cir. 2001). The Supreme Court has affirmed the court's use of summary judgment as an integral part of the fair and efficient administration of justice. The procedure is not a disfavored procedural shortcut. Celotex Corp. v. Catrett, 477 U.S. 317, 327 (1986).

The standard for determining whether summary judgment is appropriate is "whether the evidence presents a sufficient disagreement to require submission to a jury or whether it is so one-sided that one party must prevail as a matter of law." Amway Distributors Benefits Ass'n v. Northfield Ins. Co., 323 F.3d 386, 390 (6th Cir. 2003) (quoting Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 251-52 (1986)). The evidence and all reasonable inferences must be construed in the light most favorable to the non-moving party. Matsushita Elec. Indus. Co., Ltd. v. Zenith Radio Corp., 475 U.S. 574, 587 (1986). "[T]he mere existence of *some* alleged factual dispute between the parties will not defeat an otherwise properly supported motion for summary judgment; the requirement is that there be no *genuine* issue of *material* fact." Anderson, 477 U.S. at 247-48 (emphasis in original).

If the movant establishes by use of the material specified in Rule 56(c) that there is no genuine issue of material fact and that it is entitled to judgment as a matter of law, the opposing party must come forward with "specific facts showing that there is a genuine issue for trial." First Nat'l Bank v. Cities Serv. Co., 391 U.S. 253, 270 (1968); see also McLean v. 988011 Ontario, Ltd., 224 F.3d 797, 800 (6th Cir. 2000). Mere allegations or denials in the non-movant's pleadings will not meet this burden, nor will a mere scintilla of evidence supporting the non-moving party. Anderson, 477 U.S. at 248, 252. Rather, there must be evidence on which a jury could reasonably find for the non-movant. Id.

ANALYSIS

Dispositive Motions

Conversion

In Count VI, plaintiff asserts defendants GMAC, Freddie Mac, Bankers Trust, and Fifth Third willfully and wrongfully asserted possession and control over the property and aided in the conversion of the property. Michigan law does not recognize a claim for statutory conversion of real property. See Hurley v. Deutsche Bank Co. Americas, No. 07-11924, 2008 WL 373426 (E.D. Mich. Feb. 12, 2008), citing Head v. Phillips Camper Sales & Rental, Inc., 234 Mich. App. 94, 111 (1999). Plaintiff fails to even address its conversion claim in its response. Plaintiff's statutory conversion claim fails because it does not involve a claim for conversion of personal, moveable property, rather than real property. Plaintiff's conversion claim is therefore dismissed as to defendants Freddie Mac, Bankers Trust, and Fifth Third.

Declaratory Judgment and Action to Determine Interest in Land

In Count VII, plaintiff asserts a claim for declaratory judgment, asking the court to declare the legal rights and duties of the parties with respect to the property. In Count VIII, plaintiff asserts a claim for an action to determine interest in land under MCR 3.411, seeking to set aside the September 2010 sale.¹ Both claims are based on Freddie Mac's

¹The third amended complaint refers to an "August, 2010" sale but the covenant deed is dated September 2010.

sale of the property in alleged violation of the June 30, 2010 order tolling the redemption period.²

Defendants argue Freddie Mac was not bound by the June 30, 2010 order. The June 30, 2010 order is a stipulated order and reflects an agreement between plaintiff, GMAC, and Bankers Trust. Bankers Trust and GMAC did not have an interest in the property. As set forth in Dunitz v. Woodford Apartments, 236 Mich. 45, 49 (1926) (emphasis added):

A foreclosure of a mortgage extinguishes it. When the amount due under the mortgage is paid to the mortgagee by the purchaser at the sheriffs' sale, the lien is destroyed, and the purchaser becomes the owner of an equitable interest in the mortgaged premises which ripens into a legal title if not defeated by redemption as provided by law. It is not a 'lien, encumbrance or mortgage' which the purchaser at a foreclosure sale acquires, but it is an interest or title, equitable in character, and with nothing to be done on his part to make it absolute, if it is not redeemed within the period of time prescribed by law.

In other words, when a foreclosure sale takes place, the mortgage ceases to exist. It is replaced by the sheriff's deed. Here, only Freddie Mac as the purchaser at the foreclosure sale had an interest in the property at the time the circuit court entered the order. Therefore, only Freddie Mac had the right to agree to an extension of the redemption period. Freddie Mac was not a party to the circuit court case when the stipulated order was entered and therefore the order does not extend the redemption period.

²While plaintiff asserts arguments related to the proposed forbearance agreement, the agreement does not appear to be a basis of a claim against Freddie Mac in the third amended complaint. The claims relating to the forbearance agreement were asserted against Bankers Trust and GMAC and therefore those arguments will not be addressed here.

Because Freddie Mac was not a party to the litigation in state court when the court entered the stipulated order, plaintiff must establish that GMAC was acting as Freddie Mac's agent and that Freddie Mac had actual notice of the order. "In order for a person to become the agent of a principal under Michigan law, the principal must have acted in such a way as to confer authority, whether actual or apparent, on the prospective agent." West Bay Exploration Co. v. AIG Specialty Agencies of Texas, Inc., 915 F.2d 1030, 1035 (6th Cir. 1990).

With regard to actual authority, Freddie Mac argues it did not consent to the order. Freddie Mac employee Lynda Mallery submitted an affidavit in which she attests that Freddie Mac never agreed to toll the statutory redemption period or authorized GMAC or counsel for GMAC to do so on its behalf. Indeed, plaintiff does not allege Freddie Mac expressly authorized GMAC to toll the redemption period.

As to apparent authority, "apparent authority may arise when acts and appearances lead a third person reasonably to believe that an agency relationship exists[,...][b]ut apparent authority must be traceable to the principal and cannot be established by acts and conduct of the agent." Echelon Homes, L.L.C. v. Carter Lumbar Co., 261 Mich. App. 424, 430 (2004) (internal citations and quotations omitted), reversed in part on other grounds by Echelon Homes, L.L.C. v. Carter Lumbar Co., 472 Mich. 192 (2005). Plaintiff argues GMAC was Freddie Mac's agent because GMAC acted as Freddie Mac's mortgage servicer, the two entities shared attorneys, and GMAC representative Patricia Scully mentioned "having to go back to Freddie Mac to check this thing or that thing" from time to time. However, the mere fact that one has authority to service a loan does not confer authority to toll the period for redemption. Such extension relates to the rights of the

purchaser at the foreclosure sale, not to the loan itself. GMAC's role as servicer of the mortgage ended with the foreclosure sale. Moreover, Freddie Mac's servicer guide defines loan servicers as independent contractors, "not Freddie Mac's agent or assignee." In addition, statements by GMAC representative Patricia Scully are not actions taken by the principal that would give rise to a reasonable belief that the principal conferred authority on GMAC to toll the redemption period because Scully is a representative of the supposed agent, not principal.

Plaintiff also fails to present evidence that Freddie Mac had actual notice of the order. Plaintiff relies on the July 7, 2010 email indicating the account was in litigation. However, the email, which was sent after the redemption period expired, only notified Freddie Mac that a lawsuit had been filed and that plaintiff was seeking an extension of the redemption period. It does not mention the order. Freddie Mac employee Lynda Mallery attests that Freddie Mac never received notice of the order tolling the redemption period between the time Freddie Mac purchased the property and the time Freddie Mac sold the property to Jeffrey Baskin and Lauren Newman. Mallery also attests that title searches were performed on July 13, 2010 and August 10, 2010 and that neither search revealed the order or the lis pendens.

Because plaintiff fails to present sufficient evidence suggesting GMAC was acting as Freddie Mac's agent when it entered into the stipulated order extending the redemption period, plaintiff's claims for quiet title and declaratory relief fail.³ The court therefore grants

³Because the court finds insufficient evidence to create a genuine issue of material fact regarding the alleged agency relationship, the court need not address Freddie Mac's argument that it is protected from servicers' unauthorized conduct under the Merrill doctrine as well. The court also need not address Freddie Mac's argument that even if the order

summary judgment to defendants Freddie Mac, Jeffrey Baskin, Lauren Newman, and Fifth Third Mortgage on counts VII and VIII of the third amended complaint.

Slander of Title

In Count IX, plaintiff alleges Freddie Mac knew of the court order tolling the redemption period, caused the property to be sold, and filed a false deed in the chain of title. In Michigan, to establish a slander of title, a plaintiff must show falsity, malice, and special damages; a plaintiff must show that the defendant maliciously published false statements that disparaged a plaintiff's right in property, causing special damages. Sullivan v. Thomas Organization, PC, 88 Mich. App. 77, 82 (1979) (common law slander of title claim); GKC Michigan Theaters, Inc. v. Grand Mall, 222 Mich. App. 294, 301 (1997) (statutory slander of title claim pursuant to MCL 565.108). Freddie Mac argues plaintiff cannot establish the falsity or malice elements of his claim. Freddie Mac argues plaintiff cannot satisfy the falsity requirement because Freddie Mac was not bound by the stipulated order tolling the redemption period; therefore, Freddie Mac owned the property and was free to sell it. As to the malice requirement, Freddie Mac argues plaintiff cannot establish that Freddie Mac was even aware that an order had been entered when it sold the property. As such, Freddie Mac argues, plaintiff cannot show that Freddie Mac knew that it did not have title at the time it sold the property and sold the property with the intention of injuring plaintiff. For the reasons discussed above with respect to the quiet title and declaratory judgment claims, the court finds plaintiff has not come forward with sufficient evidence to show that Freddie Mac was even aware of the order. Plaintiff has also not

had effectively tolled the redemption period, nothing prohibited Freddie Mac from selling its equitable interest in the property to defendants Baskin and Newman.

come forward with sufficient evidence of agency to bind Freddie Mac to the order. Because plaintiff cannot satisfy the falsity and malice requirements of its slander of title claim, the grants summary judgment to defendants with respect to this claim.

Plaintiff's Motion to Extend Dates and Permit Discovery

In his motion to extend dates and permit discovery, plaintiff argues that certain defendants included new material in their summary judgment replies or supplemental materials, that the automatic stay as to GMAC requires plaintiff to change his litigation strategy, and that plaintiff needs discovery regarding the relationship between GMAC and Freddie Mac. Plaintiff requests that all deadlines be extended two months so that additional discovery can be conducted and so that plaintiff may file rebuttal responses to new material raised by defendants in their replies. Plaintiff also indicates he will seek relief from the Bankruptcy Court and may seek to transfer this case.

While plaintiff argues defendants' replies contained new material, the "new" material referenced consists of a publicly available document referred to in discovery and the plaintiff's deposition transcript. Freddie Mac's servicer guide, referred to in Freddie Mac's reply, was disclosed to plaintiff in discovery and is publicly available on Freddie Mac's website. Indeed, plaintiff's counsel acknowledged that the guide is available on the website and he had perused the guide before the June 18, 2012 hearing. Plaintiff clearly knows his own deposition testimony. The court fails to see why additional discovery or briefing is necessitated by these references to the guide or the deposition testimony. And, even if additional briefing was appropriate, plaintiff could have requested permission to file a supplemental brief addressing the "new" evidence within a short time period or could have simply filed one (as he filed a supplemental memorandum regarding this motion on July 12,

2012). Instead, plaintiff's request is directed at further discovery regarding the relationship between GMAC and Freddie Mac.

However, the discovery deadline in this case was December 30, 2011 and has not been extended. This case has been pending for more than two years and plaintiff has not taken a single deposition. Plaintiff's recent request for discovery relating to the relationship between Freddie Mac and GMAC focuses on a requested deposition of GMAC employee Scully. At the hearing, plaintiff argued that there are references in Freddie Mac's servicer guide providing direction to the servicers on a broad range of topics and that "there is a lot of control being exercised by Freddie Mac over the servicer even though they've chosen to try and universally define the relationship [as] something other than agency." These arguments focus on GMAC's role as servicer. However, the crux of the claim against all defendants except GMAC is that Freddie Mac sold the property in violation of the circuit court order. At the time the circuit court order was entered, GMAC no longer played a role as servicer. GMAC's role as servicer was extinguished through the foreclosure sale. It is the post-sale relationship between GMAC and Freddie Mac that is key to disposition of the claims at issue in this case (except against GMAC) and plaintiff has not provided sufficient evidence to survive the summary judgment motions.

In addition, as it relates to the agency argument, it appears discovery should be focused on Freddie Mac. As discussed above, it is the actions of Freddie Mac, the supposed principal, that are key to a determination of apparent authority. Plaintiff has not taken depositions of Freddie Mac individuals. Apparently, Freddie Mac had agreed to produce witnesses on January 23 and 25, 2012 for depositions to take place in Virginia and Texas. After defendant's counsel made hotel and flight arrangements, on January 18,

2012, plaintiff's counsel cancelled the depositions. He stated that the client wanted to substitute counsel. Plaintiff's new counsel asked that the Freddie Mac witnesses be made available on June 12 and 14, 2012. When no deposition notice was received, defense counsel emailed plaintiff's new counsel on May 18, 2012 in an attempt to confirm the depositions. No response was received. On June 5, 2012, defense counsel again wrote to plaintiff's new counsel stating that he had advised his clients the depositions would not take place since he had not heard back from plaintiff's counsel or received any deposition notice. On June 8, 2012, plaintiff's counsel indicated he intended to file this ex parte motion.

The discovery deadline passed long before plaintiff filed this motion seeking to extend deadlines and take discovery and plaintiff had not taken a single deposition. At this point, the court does not see a valid reason to extend the dates and allow for additional discovery. Plaintiff's motion is denied.

CONCLUSION

For the reasons set forth above, the motion for dismissal or summary judgment filed by Bankers Trust Company and GMAC (#41) is GRANTED as to Bankers Trust Company, the proceedings involving defendant GMAC remain stayed, the remaining motions for dismissal or summary judgment (#56 and #58) are GRANTED, and plaintiff's motion to extend the dates and permit discovery (#74) is DENIED.

Dated: September 17, 2012

s/George Caram Steeh
GEORGE CARAM STEEH
UNITED STATES DISTRICT JUDGE

CERTIFICATE OF SERVICE

Copies of this Order were served upon attorneys of record on
September 17, 2012, by electronic and/or ordinary mail.

s/Marcia Beauchemin
Deputy Clerk