United States Bankruptcy Court

SOUTHERN DISTRICT OF NEW YORK
MANHATTAN DIVISION

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In re:

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RESIDENTIAL CAPITAL, LLC et al.

DEBTORS.

Case No. <u>12-12020-MG</u>

Chapter 11

Jointly Administered

Address:

Residential Capital,LLC 1177 Avenue of the Americas New York, NY 10036 NEW YORK-NY

Tax ID / EIN: 20-1770738 aka Residential Capital Corporation

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NOTICE OF MOTION FOR LEAVE TO FILE PROOF OF CLAIM OUT OF TIME AND
MOTION TO ALLOW CLAIMANT TO CONTINUE TO LITIGATE DEBTOR IN THE

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To the Honorable United States Bankruptcy Court Judge for the Southern District of New York Manhattan Division:

DISTRICT COURT FOR NONDISCHARGEABILITY DETERMINATION

Notice is hereby given that claimant Lolina Porter, pro se, hereby respectfully and humbly appeals to and move the United States Bankruptcy Court for the Southern District of New York Manhattan Division from the Order entered February 11, 2016 (ECF Doc. #9618).

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In conformity with the Official Bankruptcy Form 420A (Notice of Motion or Objection) (12/16), claimant submits the following:

I. BACKGROUND

In October 2010, the claimant Porter's filed civil action as Pro Se Plaintiff against GMAC at the Chancery Court of Shelby County, Tennessee For the Thirtieth Judicial District at Memphis is meritorious. Please find attached copy of Porter's First Civil Complaint against GMAC, et.al. (EXHIBIT I).

Claimant filed for the following actions in her October 2010 Civil Complaint:

- a. Complaint and Emergency Motion to Set Aside Foreclosure Judgment and Sale of Real Property (Motion Granted)
- b. Motion for Permanent Injunctive Relief Barring Future Sale of Real Property by Defendants (Motion Granted, but right after Aurora managed to get out of the subject civil case while Plaintiff was not able to reply to object to any of Aurora's motions because Claimant Porter/Plaintiff's daughter got kidnapped on December 16, 2010 and she focused on being available for saving and restoring the life of her 9 year old daughter from severe PTSD and suicidal tendency, while GMAC in 2012 has filed for Chapter 11 Bankruptcy).
- c. Motion for Plaintiff's Award for Punitive Damages Including Legal and Equitable Relief (Pending due to GMAC's Chapter 11 Bankruptcy).

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Claimant's intent was to be heard and be given the due process of law after an alleged mortgage fraud by GMAC's Homecomings Financials LLC in enforcing a subprime loan on her application, declared and/or stated their desired sugar coated income other than what the Claimant provided as her paystub and income tax returns factual numbers. GMAC's Homecomings Financials enforcing to include a Private Mortgage Insurance through Genworth Insurance as part of Claimant's responsibility to pay based on the standard "sub-prime" lending rules when borrowers only paid 10% of the sale price towards down payment. Claimant alleged that lenders conspired with private mortgage insurance ("PMI") providers on a sub-prime variable rate loans, that when rates go up and borrowers struggles, that the lenders rather opt to hurry up in foreclosing the home by creating various scenarios where the borrowers are setup to get denied for a Loan Modification so that the mortgage banks can cash in from the private mortgage insurance, hold the property and sell it at a bargain for more cash to them.

GMAC Homecomings transferred only the servicing of the subject property to Aurora Loan Services LLC, an alleged concerted effort by GMAC. Wherein all the aggravation of a faulty loan workout happened during the time when **Porter's husband has suffered from ischemic stroke on July 10, 2009** and was in and out of the hospital from July 2009 through mid part of 2012.

Claimant's intent was to be heard and be given the due process of law after losing her investment property (her livelihood) to an alleged wrongful foreclosure of GMAC's new Servicer, the Aurora Loan Services. Subject property was

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27 28 foreclosed in or around February 4, 2010. According to Aurora Loan Services, Claimant's application for a Loan Modification is "dependent upon the investors" Claimant believes that this is an obvious scheme just to milk the real estate market and did not care about the Citizens of America who were trying their best to make a living in an honest way, even though the previous US President Barack Obama has declared HOPE Now to help homeowners, Claimant alleged that banks like GMAC and Aurora has continued on this concerted effort to milk the real estate industry.

After foreclosure Aurora Loan Services LLC bought the property as they claim to have the highest bid, however, after owning it, GMAC or Aurora Loan Services or GMAC Homecomings LLC is alleged to have claimed against the PMI through Genworth Insurance (a Private Mortgage Insurance company) for them to get paid for the money equivalent to the Loan Amount the Claimant has borrowed to purchase this subject property, so it is alleged that they got paid, yet they owned the property that they are itchy to sell for more money to them.

Claimant alleged that this may be accomplished through a secretive "pay-toplay scheme" that utilized carefully crafted "excess-of-loss""or purported "quotashare" that were intentionally designed to insulate the lender and when the banks intentionally abused the system for their gain, many Citizens of America including herself loses homes left and right to foreclosure even though the borrowers have tried so hard to apply for a Loan Modification.

At the expense of the borrowers Claimant alleged that these banks has earned a lot of money through wrongfully foreclosing on the homes with PMIs,

collecting from insurance, then reselling the foreclosed property at a lower price so that buyer comes quick and the money goes to the banks' pocket quicker too.

The Chancery Court has scheduled an initial hearing in early part of November 2010 which Porter planned and attended with hopes of being heard and be given due process of law. However, after spending for a plane ticket for a trip from CA to TN to be on time for the hearing, Porter was disappointed when the Judge called for the presence of any of the defendants but none of them came nor advised the court of their planned absence in advance to the initial hearing. The judge has rescheduled for the continuance of the hearing set in January 2011, however on November 29, 2010 defendants removed this case from the Chancery Ocourt to the United States District Court for the Western District of Tennessee.

In or around the week of September 22, 2017, Claimant Porter received a First Class Mail from GMAC's Legal Counsel for Civil Case named Bradley Arant Boult Cummings LLP of Nashville, Tennessee with a Stamp Post Dated September 14, 2017 (Copy Proof of Envelope is attached as **EXHIBIT II**). In this mail was the GMAC's Motion to Enforce Bankruptcy Order to the United States District Court For the Western District of Tennessee regarding the Case# 2:10-cv-2858.

In this mail enclosed another set of stapled document, it was the printed copy from PACER of the United States Bankruptcy Court Southern District of New York Judge Martin Glenn's "Order Granting ResCap Liquidating Trust's Omnibus Motion to Enforce Injunctive Provisions of Plan and Confirmation Order" (EXHIBIT III) recorded on February 11, 2016. Claimant Porter have

 noticed the Annex A – Litigation Parties wherein in the List on Row#7 is the claimant's name "Lolina Porter", in the list are several columns of which is the "Letter Sent Pursuant to Procedures Order" and on the Claimant's row#7 it states that this **Order was sent on June 30, 2015 and also on November 19, 2015**, hence on the respective column "Applicability of Plan Injunction Provisions", on Claimants row#7 it states that "The party did not file a timely proof of claim".

The Claimant is not disputing the facts stated in the Litigation Parties list, however, Claimant Porter has not received herself, nor opened an envelope containing the "Order Granting ResCap Liquidating Trust's Omnibus Motion to Enforce Injunctive Provisions of Plan and Confirmation Order" prior to in or around the week of September 22, 2017.

On October 17, 2017, Claimant Porter received a Show Cause Hearing scheduled for October 26, 2017 from the United States District Court For the Western District of Tennessee Western Division set before Chief Magistrate Judge Diane K. Vescovo for the civil case involving Porter and GMAC et al. Claimant Porter prepared her Plaintiff's Response to the Order to Show Cause Hearing and Petition for Continuance, personally attended the October 26, 2017 hearing and hand delivered this document to the Clerk of the Chief Magistrate Judge prior to the start of the Show Cause hearing. Copy of the aforementioned document is attached as (EXHIBIT 3).

II. CONCLUSION

Since the United States Bankruptcy Court for the Southern District of New York Manhattan Division has jurisdiction over GMAC's Chapter 11 Bankruptcy

 pursuant to 28 U.S.C. § 158(a)(I), and Pursuant to Bankruptcy Rule 3003(c)(3) "Time For Filing", Claimant humbly request the honorable Judge for your consideration to allow for her to File Proof of Claim Out of Time using the "excusable neglect" standard (See Pioneer Investment Services Company vs. Brunswick Associates, LP, 507 U.S. 380 (1993).

Claimant also has researched about the possibility of this debt to be one of debts to be categorized by this court as "Nondischargeable" if it is proven on trial that GMAC on behalf of Homecomings Financial entity has indeed committed Mortgage Fraud See United States v. Wells Fargo Bank, N.A., et. al., 12-cv-7527 (S.D.N.Y.), United States v Guild Mortgage Company.

Hence, it is the Claimant's hope that this honorable Bankruptcy Court grant the Claimant to continue to litigate GMAC at the United States District Court.

It is also the Claimant's hope that this honorable Bankruptcy Court bars GMAC (as the debtor) to enforce Bankruptcy Order on Claimant while litigation on this matter continues.

At present, the subject property of the civil case disputed located at 6131 Woodstock View Dr. Millington, TN 38053 is hereby reported by Claimant that the roof is broken and falling apart, it has no electricity and the current owner has not paid its Yard Maintenance HOA dues as specified in the HOA Rules given by the Townhouse Developers when all homeowners bought from them.

III. WHEREFORE, PREMISES CONSIDERED, CLAIMANT PRAYS:

 For this Honorable Bankruptcy Court to forgive the Claimant, for she has no intentions of disrespecting the bankruptcy court rules and expectations as the

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Claimant had a family emergency when her 9 year daughter who got kidnapped, was retrieved by the police but was ruined and was endangering her life, that the Claimant had to drop everything including working fulltime as a Software Engineer just to help her daughter cope with the life she now has to live after kidnapping.

- 2) For this Honorable Bankruptcy Court to acknowledge my statement that only in or around September 22, 2017 is when the Claimant first received and read the Order Granting ResCap Liquidating Trust's Omnibus Motion To Enforce Injunctive Provisions of Plan and Confirmation Order with the List of Litigation Parties. However, the Claimant is not disputing the dates GMAC claimed to have sent the same document to her mailing address.
- 3) For this Honorable Bankruptcy Court to allow the Claimant to learn if US Bankruptcy Law was created also to protect, and relieve an entity such as GMAC from being punished for "imposing unfair and abusive loan terms on borrowers" or "predatory lending", and that they can walk away without being responsible for the wrong actions made by them which caused a lot of family in distressed, felt violated, and deceived for the Defendant's greater gain.
- 4) For this Honorable Bankruptcy Court to order GMAC to pay Compensatory Damages to Claimant, which are intended to restore what Claimant has lost as a result of GMAC's wrongful conduct in foreclosing the property that is part of her livelihood.
- 5) For this Honorable Bankruptcy Court to order GMAC to pay the Loss of Rents from the time they foreclosed the subject property until the civil case in the District Court is settled.

- 6) For this Honorable Bankruptcy Court to order GMAC to pay the Plaintiff all PMI premiums that they have collected for the Private Mortgage Insurance that Plaintiff was paying per month since the Loan Origination with Homecomings

 Financials/GMAC with reasonable interest based on each year's prevailing rate since that payment started until the civil case in the District Court is settled
- 7) For this Honorable Bankruptcy Court to order GMAC to pay all monies, down payments, mortgage payments, interest and all monies received by Homecomings Financials, and Aurora Loan Services from the Claimant from the Loan Origination time until Aurora Loan Services, LLC foreclosed the subject property on behalf of Homecomings Financials/GMAC with reasonable interest until this case is settled.
- 8) For this Honorable Bankruptcy Court to order GMAC to Quiet Title the alleged Wrongfully Foreclosed Property located at 6131 Woodstock View Dr. Millington, TN 38053 back to the Claimant free and clear since Claimant was the one who paid all the premiums for the Private Mortgage Insurance where GMAC and its servicer Aurora Loan Services LLS (who no longer exist to this day as a company) is the one who benefited from the Claimant's paid premium Private Mortgage Insurance. This is so that Claimant can maintain the house and repair it back to where it will not be an empty, dilapidated structure where possible drug users may use as their hideout and to protect the surrounding community.
- For this Honorable Bankruptcy Court to grant Claimant Leave to File Proof of Claim Out of Time.

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12	12020-mg Doc 10451 Filed 12/07/17 Entered 12/12/17 17:14:08 Main Document Pg 11 of 15
1	STATE OF NEW YORK CALIFORNIA
2	/ /
3	COUNTY OF NEW YORK
4	
5	I, Lolina Porter, hereby state under oath that the facts and allegations of the
6	complaint filed herein, and the facts and matters set forth are true and correct to the best of
7	my knowledge, information, and belief, and that I am justly entitled to the relief sought.
8	
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10	LOUNA PORTER
11	LOUINA FORTER
12	Sworn and subscribed to before me this the $\frac{5}{2}$ day of December, 2017.
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14	LAUREL PAVONE
15	COMM. #2188799 TO NOTARY PUBLIC CALIFORNIA
16	My Comm. Expires Apr. 25, 2021 V Notary Public
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Certificate of Service

Notice of Motion for Leave to File Proof of Claim Out of Time and Motion to Allow Claimant to Continue to Litigate Debtor in the District Court for NonDischargeability Determination

Claimant:

Lolina Porter

832 Monterey Rd.

Glendale, CA 91206

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Email: arthinker@yahoo.com

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To be delivered to:

US Bankruptcy Court

Southern District of New York

13 || One Bowling Green

New York, NY 10004-1408

Via United Parcel Service

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Additionally, the undersigned certifies that he caused a true and correct copy of the foregoing Notice to be sent via email and/or USPS on December 5, 2017 to the following parties:

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- 12 -

Porter's Motion for Leave to File Proof of Claim Out Of Time Bankruptcy Petition #: 12-12020-mg

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1	Email: sreisman@curtis.com				
2	John W Smith T	Kayvan B. Sadeghi			
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E	Office of the United States Trustee	New York, NY 10019-9601			
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6	201 Varick Street, Room 1006	Email: ksadeghi@mofo.com			
7	New York, NY 10014 (212) 510-0500	Email. Readegin@molo.com			
8	represented byAndrew D. Velez-	Claims and Noticing Agent			
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9	Office of the U.S. Trustee	Claims Agent			
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13	Fax : (212) 668-2255	310-823-9000			
14	Creditor Committee	Robert J. Feinstein			
15	Official Committee Of Unsecured	Pachulski Stang Ziehl & Jones LLP			
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6	Creditors of Residential Capital, LLC, et al.	1177 Avenue of the Americas
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8		Fax: (212) 715-8000
9	Creditor Committee	Email: szide@kramerlevin.com Creditor Committee
10	Pachulski Stang Ziehl & Jones	Pachulski Stang Ziehl & Jones
11	LLP, Co-Counsel for the Official	LLP, Co-Counsel for the Officila
	Committee of Unsecured Creditors	Committee of Unsecured
12	represented byRobert J. Feinstein	Creditorsrepresented byRobert J. Feinstein
13	(See above for address)	(See above for address)
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· · ·	Aurora Loan Services, LLC Tobsoipaik Meadows Drive Litheron, CO 80124 ,720-945:4649			Shelby County Sheriff Coum. Of Insurances Secretary of States Out of County Sheriff* Private Process Server Other *Attach Recuired Fees
; ;	answer to this action must be	Nithiu Milith (30) gàis eil coi the Coilts and eand a màda Mithin (131) d	ays from the date this who to the blaindits	Court of Shelby County, Tennessee, Your summons is served upon you. You must afterney at the address listed below. If default can be rendered against you for
	Attorney for pleintiff or plaintiff if theme, address & jelephine number) LOLINA PORTER 832 Monterey Rd. Glandale, CA 91206 818-571-9092		ewdn R. Seiffe, Cle	rk and Master 1 198
	TO THE SHERIFF:		Came to hand day of	

** Submit one original and one copy for sach defendant to be served.

| Questions regarding this summons and the attached documents should be addressed to the Attorney listed above.

Grow ADA assistance only, call(901)379-7895

09/18/07



return on serv	ice of summons
I hereby return this summons as follows: (Name of Party Serve)
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DATE OF RETURN: This, day of	By:
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i hereby certify and return that on the day of the sum	20 L sent, postage prepaid, by registered return.
respiration continuitation receipt mail; a continuit copy of the similar continuity of the simil	mons and a copy of the complaint in case CH: to
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resolpt, which had been signed by The return receipt is attached to this original summons to be filed by the	e Chaneery Court Clerk & Master:
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	authorized by statute to serve process.
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With the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any	
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Matter 11032

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STATE OF TENNESSEE JOH: JUDICIAL DISTRICT CHANCERY COURT AT MEMPHIS	SUMMONS	DOCKET NUMBER CH- 1-0-19-29-9
Plaintiff	Defendant.	The state of the s
LOLINA PORTER		s. AURORA Losn. Genworth et. si.
TO: (NAME AND ADDRESS OF DE	Pendant)	
Aurora-Loan-Bervices, Elg 10350, Park Meadows Drivé Littiston, Eo-86124 -720-945-4649		Method of Service: Certified Mail Shelby County Sheriff County Sheriff Secretary of State* Out of County Sheriff* Enlyate Process Server Other Required Face
you fall to defend this action within the clerk of the	vithin thirty (30) days from the date this is count and send a copy to the plaintiff's in thirty (30) days of service, judgment by (attorney at the address listed below: To
Atotney for plaintin of plaintin in ning pro Name; address a telephone number) OLINA PORTER	ISSUED 313 of E	Perover Aller
opinar osten 32 Monterey Rd Lendale, CA 91206 18-571-9092	Dewin R. Seitle, Clark By: Christian Deputy Clark &	
о тне знектугі	Came to hand	200
	Sheriff	20

Sfor ADA assistance only, call (901) 379-7898

09/18/67

^{**}Submit one original and one copy for each defendant to be served.

[!] Questions regarding this symmons and the attached documents should be addressed to the Attorney listed above.

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RETURN ON SERVICE	OF SUMMONS BY MAIL
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CHANCERY COURT CLERK'S OFFICE MEMBERS, TENNESSEE

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Detendant(s)	
to Amend land Services, the	
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will be heard before the Chancery Court. Part 11 in	Thereson
the 9+5 day of November 20 to	at 10100 o'clock 13 M as prayed for in
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HERBIN FAIL NOT.	
Witness Dewon R. Settle, Clerk and Master of said Court, at o	filice, theday of
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and an analysis	KENNY W. AAMSTRONG
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CHANCERY COURT

FOUND OF APPLICATION FOR

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12-12020-mg Doc 10451-1 Filed 12/07/17 Entered 12/12/17 17:14:08 Exhibit I Pg 7 of 156 Case 2:10-cv-02858-SHM-dkv Document 1-3 Filed 11/29/10 Page 7 of 157 OCT 2 2 2010 Lolina Poner 832 Monterey Rd. Dewun B. Settle, Ca M Glendala, CA 91206 901-347-0372 818-571-9092 2. IN THE CHANCERY COURT OF SHELBY COUNTY, TENNESSEE à. FOR THE THIRTIETH JUDICIAL DISTRICT AT HEMPHIS 8 Lolina Porter. 3 PISTOR Ŕ VS. Case No. C. 11- 10- 1909-5 GHAC HOMECORINGS FINANCIALS } NETWORK and/or his successor/s/ COMPLAINT AND EMERGENCY MOTION individually, and in his official capacity as, TO SET ASIDE FORECLOSURE 3.3 Belleficiary, and/or Substitution Trustes. JUDGMENT AND SALE OF REAL Trustee, other titles unknown to Plaintiffs, PROPERTY an ens legis being used to conceal fraud. 1,3 AND AURORA LOAN SERVICES, LLC and/or 14 his successorie, individually, and in his MOTION FOR PERMANENT INJUNCTIVE official capacity as, Beneficiary, and/or RELIEF BARRING FUTURE SALE OF Substitution Trustee, Trustee, other titles: REAL PROPERTY BY DEFENDANTS: utiknown to Plaintiffs, an ens legis being 18 (Enjoin Defendants from Resals of Real used to conceal fraud. Property 1.7 GENTYORTH FINANCIAL (Private Mortgage AND ÿø. insurance Company) and/or his MOTION FOR PLAINTIFFS' AWARD FOR PUNITIVE DAMAGES INCLUDING LEGAL AND EQUITABLE RELIEF successorial, individually, and in his official capacity as, Sanaficiary, and/or Substitution Trustes, Trustes, other titles unknown to Plaintiffs, an ens legis being used to conceal fraud: 22 AND JOHN DOES (unknown parties claiming rights to said Deed of Trust and Note herein, (1-10,000); Et al, an ens legis 34 being used to echceat fraud 25 Defendants 28 To the Honotable Chancellors of Shelby County, Tennessee for the Tritisenth 27 28 Judicial District at Mambhisi

PORTER v. CIMAC. AURORA LOAN SERVICES, LLC, CIENWORTH and

I, Lolina Porter Plaintiff, pro se, do hereby respectfully submit the following Complaint and Emergency Motion to Set Aside Foreclosure Judgment and Sale of Real Property, AND, Motion for Permanent Relief Barring Future Sale (Enjoin) of Real Property, pursuant to Tenn. Civ. Rule, 65, as well as Motion for Punitive Damages Including Legal and Equitable Relief for Plaintiffs by defendants

i. Introduction "Plaintiff"

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FIRST AMENDED COMPLAINT

Come now the plaintiff, Lolina Porter acting on her own behalf by and through pro se. action. And First Amended Complaint/Motions against the defendants hereby complain and Allege as follows:

This cause is brought to action before this court-

II. CLAIM - FACTUAL ALLEGATIONS:

The real property which is the subject of this dispute is located at 8131 Woodstock
View Dr. Millington, TN 88063. Plaintiff purchased this home by obtaining a loan from
Defendants GMAC Homecomings Financials Network in or about July 2005. Plaintiff's initial
mortgage Payment was a little over \$500,00 a month plus a Private Mortgage Insurance
payment of a Little over \$100,00 per month. Plaintiff, filled for Chapter 7 Bankruptcy in 2007
after suffering from eclampsia during her first pregnancy. A copy of Bankruptcy discharged
is appended to this complaint as Exhibit 1.

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Plaintiff, loss her six (6) year old job at Washington Mulual, now JP Morgan Chase on January 29, 2009. She took over the property management of their Tennessee rental homes from their hired property management company to cut down expenses and make this livelinged her source of income to help support her family while looking for a reasonable job. A copy of plaintiff's EDD Unemployment Certification is appended to this complaint as Exhibit 2.

Plaintiff realized a big loss of rental income since early of 2008 for this real property when a tenent falled to pay rent consistently to the hired property manager of the plaintiff and has owed \$14,861.50. Plaintiff evided that tenant immediately and a copy of judgment on May 27, 2009 against plaintiff's tenant is appended to this complaint as Exhibit 3.

Plaintiffs husband, Mr. Breit Porter, eligibility worker at the Los Angeles County

Department of Children and Parilly Services, had suffered from a severe ischemic stroke on

his right brain hemisphere on July 10, 2009, was paralyzed, and he is recovering, but is still

on disability and is medically refrained from going back to work until his condition improves.

A copy of Medical MRI of plaintiff's spouse condition is appended to this complaint as

Exhibit 4.

Plaintiff's total amount in delinquency for the subject real property is 11,229.92 as of February 3, 2010 per Defendant's HOPENOW employee, it's the amount Defendant said Plaintiff needed to pay to stop the foreclosure set and happened on February 4, 2010.

ni; second of Aim; Wronoful Forectosure
"Predatory Lending"

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Defendant GMAC Homecomings Financial Network's loan officer named Greg-Scott wito processed plaintiff's loan, has entered plaintiff into a Stated Income program despite plaintiff has provided all the necessary proof of income and other documents the agent tequested in order to obtain a good loan type. Defendant's loan officer Greg Scott, made the plaintiff believe that she cannot get a good interest rate; hence; she was forced to settle on what the Defendant's Loan Officer were giving. Plaintif, realized later on after purchasing one properly through GMAC loan officer Greg Scott was after that attractive incentives or commission every time he sells an Option Arm. It is alteged by way of his email to the Plaintiff, that he is inelating to sell another predatory loan. A copy of the entail thread is appended to this complaint as Exhibit 5.

Plaintiff alleges Defendant GMAC Homecomings Financial Network, as the driving source in pushing these predatory landing strategies and loan products; hence, this is the very same reason our economy is in recession.. A copy of the small thread where Mr. Greg Scott was really forcing plaintiff with threats to use him again for plaintiff's next property purchase is appended to this complaint as Exhibit 5.

Plaintiff has phoned GWAC Homecomings Financial Network, on numerous: occasions, requesting to modify the Option Arm variable interest rate loan into fixed rate. Datendant, GMAC Customer Service staff directed plaintiff's call to their Bankruptcy department staff. The bankruptcy staff promised that if plaintiff releases the loan from bankruptcy that Defendant will modify the loan, until then the defendants cannot offer any assistance.

However, few months after bankrupicy court releases and approved their motion for relief from automatic stay of this real property from plaintiff's chapter 7 Bankruptcy,

defendant GMAC Homecomings Financial Network transferred the loan to Aurora Loan Services, LLC. Thus, Defendant did not fulfill its promise to plaintiff to restructure the loan as what Defendant GMAC Homecomings Financial Network employee had promised her.

Plaintiff phoned the detendant persistently to find out the status of the requested loan modification, but to no avail. In the latter part of 2008, plaintiff received a notice from Homecomings that this loan has been transferred to Aurora Loan Services, LLC, and is the new "sarvicer" to handle the subject reapproperty mortgage.

Plaintiff struggled to make the payments in 2008 when the tenant of the subject real property did not make consistent payments for over a year, and ended up owing:
\$14.881.50. A copy of evidion judgment is appended to this complaint as Exhibit 3.

IV. DECEPTIVE PRACTICES

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Plaintiff had no complete understanding of what Private Mortgage Insurance (PMI) really was at the time, plaintiff acknowledges that ignorant of it is no excuse. Hence, plaintiff phoned the Defendent Genworth Financial Private Mortgage Insurance to Inquire. Plaintiff has paid PMI premium every time she made a mortgage payment. Plaintiff thought PMI is her ally, since she has been paying for it; she called Genworth Financial (the Private Mortgage Insurance Company) to find out more about PMI and to seek help in making the loan modification a reality. Defendant, Genworth Financial, did not explain to plaintiff upon inquiry that the beneficiary of PMI is none other than the lender/servicer and not the borrower. Defendant, Genworth Financial staff made plaintiff believe that they can help in making the loan modified, but November 2003 has passed, plaintiff did not hear anything from them, until plaintiff called again in Dacember of 2008, a certain customer

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representative named "Ruth" told her that they cannot help about as the PMI is for the lender's benefits only and not for borrowers. Plaintiff, in desperation to save her investment real property phoned the new "servicer" Autora Loan Services, LLC, the "servicer" to seek help in modifying her Option Arm loan to fixed interest rate Principal and Interest payment.

Defendant Aurora Loan Services, LLO was the alleged "servicer" yet in all the "workout agreement" they claimed as the "lender" of a loan on the Plaintiff's rental house at \$131 Woodstock View Dr. Millington, TN 38053. Defendant is a "servicer", upon information and belief, a subsidiary of Aurora Loan Bank FSB under the ownership of Lehman Brothers. A federally chartered bank regulated by the Office of Thrift Supervision.

Defendant, Aurora Loan Services, LLC, told plaintiff that in order for them to do the loan modification; that plaintiff must enter into a "Forbearance Agreement" with the servicer for 3 months and then they will do a loan modification even though it is a rental house.

Plaintiff agreed and signed to a "Forbearance Agreement" with \$1,000 initial deposit and a payment of \$938.51 per month for 3 months, starting on February 2009 through April 2009.

Plaintiff received a letter of dental of forbearance for non-payment of forbearance amount of \$938.51 in May of 2009; that plaintiff has breached the contract. Plaintiff, cannot believe so because plaintiff's husband Brett Porter sent a cashier check amounting to \$938.51 via FedEx with tracking number on it:

Plaintiff called and fexed the proof of cashler check and the FedEx tracking number to defendant. Defendant, Aurora Loan Servicer, LLC researched the check and found out that they are returning the cashler check because the loan number was incorrect, although the check has the property address; Defendant did not honor the cashler check. A copy of

email thread showing plaintiff's intent and aution to pay the forbearance is appended to this complaint as Exhibit SA:

Plaintiff continually requested help even after numerous dentals yet persisted and finally got reinstated, but later on Aurora Loan Services, LLC has used this incident not to allow plaintiff to get approved for loan medification and accused plaintiff of breaking two more payments that were not true. The resumed paying the forbearance payment of \$938.51 in May 2009, despite income a scarce as plaintiff has to incur court costs in evicting the tenants that owed back rents on this subject property. Plaintiff phoned the Defendant Aurora Loan Servicer, LLC in June 2009 to inquire about Aurora Loan Services' promise of Loan Modification once the Forbearance Agreement is completed. Plaintiff was told by a Customer Service that they are processing her loan modification request at that time and will notify her as soon as they are done reviewing her file. Plaintiff was told not to serid any payment since her Forbearance Agreement has been completed and expired while they are reviewing her loan modification request. In the meantime, I found a tenant for the subject property and they moved in on July 1, 2009.

V. INFLICTION OF EMOTIONAL DISTRESS

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On July 10, 2009, Plaintiff's husband suffered from Ischemic stroke and plaintiff has been in the hospital from that time with the husband and has not been able to open her mails until later of July 2009. Plaintiff got call from defendant, Aurora Loan Services' staff, asking plaintiff to pay the July 2009 forbearance payment, plaintiff told the staff that back in Julie 2009, a staff has advised plaintiff not to pay until the loan modification review is completed. Plaintiff got confused on Defendant's employees conflicting advices, some staff

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had advised plaintiff not to pay while under review for loan modification, and then later on some staff is trying to collect and advising plaintiff to pay immediately. Since plaintiff was in the emergency room with the spouse who just had a stroke, she told the defendant's staff that she cannot make the payment because that day was actually the day when her husband was admitted to the hospital due to stroke and was taken by 911 to emergency room. These deceptive and derogatory business practices have caused emotional stress and distress to the plaintiff and her family. Plaintiff, after significant time in disposed due to spouses' sudden illness and Plaintiffs' undue stress form this as well as shortly received a lefter from Defendant Aurora Loan Services, LLC towards the last week of July 2009. This letter stated Defendants decision of denying plaintiff's loan modification application because defendant accused plaintiff of missing one payment during the forbearance agreement (the April 2009 incident). The letter also states that the subject property is now in foreclosure; scheduled for sale on August 4, 2009. Plaintiff did not on top fier knowledge receive any formal Poreclosure Notice sent to her at that time. Plaintiff phoned Defendant Aurora Loan Services, LLC immediately asking and begging the Defendant to review her application for Loan Modification, and informed them of the current hardships being faced at present, but Defendants; did not assist immediately. So Plaintiff stayed pensistent and therefore decided to send an evernight letter to the defendant's then President and OEO Tom-Wind, requesting to review her situation for loan modification.

VI. SLANDER OF TITLE/ SLANDER OF CREDIT/ VIOLATIONS OF THE CONSUMER PROTECTION ACT

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Defendant, Aurora Loan Services, after receiving the correspondence assigned her request to Ms. Alicia Hodson, a customer advocate from the Executive Office of the defendant Aurora Loan Services: Ms. Hedson called the plaintiff, and told her that she will postpone the foreclosure sale for 30 days and had asked the plaintiff to speak with one of the Customer Service staff for plaintiff to give financial information over the phone. Ms. Flodson transferred the call to a certain staff named "Elizabeth". Plaintiff, suggested to Elizabeth over the phone if plaintiff can fax the financial statement document before the Interview starts so that information can be in synch accurately. Defendant's staff Elizabeth did not want the financial profit and loss statement faxed; instead she wants it taken over the phone. She said that it was better and faster to take information over the phone than mailing or faxing what the plaintiff have in paper. Plaintiff adhered to the defendance staff Elizabeth and gave information over the phone figure by figure as per plaintiff's financial statement in paper. Plaintiff has no way to check whether the staff has entered the Information accurately into the Defendant computer system, but plaintiff, trusted anyway. Defendant's staff Elizabeth, after phone interviewing plaintiff, immediately declared to plaintiff she does not qualify for loan modification because according to defendant's staff Elizabeth, the plaintiff is in deficit of \$5,500. Plaintiff, phoned Ms. Alicia Hodson, again and as the foreclosure sale date was postponed to September 4, 2009, to ask for reconsideration. However, Ms. Hodson, did not want to give plaintiff anymore opportunity to modify the loan,

Defendant's Executive Quatomer Advocate, Ms. Alicia Hodsen, effered the plaintiff har only solution is a repayment plan payment of over \$3,500 per month for 4 months, then

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after the repayment plan according to Ms. Hodson, It is not a guarantee that the plaintiff will be given a chance of loan modification or if plaintiff do not take her offer, Ms. Hodson declared that she can no longer posipone the foreclosure sale on Sept. 4, 2009. Plaintiff, insisted to Ms. Hodson, that the information taken does not seem to be accurate as in the information the plaintiff has in her file. However, Defendant's executive customer advocate, Ms. Hodson, did not bother reviewing the information entered by "Elizabeth" that the plaintiff was trying to dispute. Plaintiff sent another letter to the defendant's President and CEO Tom Wind, to ask for another foreclosure postponement. It was moved to October 1, 2009. Defendant's executive staff Alicia Hodson; called plaintiff again and offered her another option to pay \$2,800 in repayment plan for 10 months. Plaintiff, in distress fold Ms. Hodson that she could not afford that large payment. Plaintiff phoned and emailed the Defendant's ALS HOPE Now Customer Service HOPENOW@alservices.com phone nos. (866)-521-5828 to request for reconsideration. Plaintiff was hoping that they would review the information taken by the previous Customer Service referred by Defendant's Executive Customer Advocate Ms. Alicía Hodson. Plaintiff's call was taken by a Customer Service stati named Tony Henderson. Mr. Henderson took a look at the plaintiff's information in Defendant's computer system as entered in by the previous staff named "Elizabeth". Defendant's ALS Hope Now staff, Mr. Henderson, asked the plaintiff if the huge credit card payments over \$500 was true or not. Plaintiff denied as she was so surprised of that revelation, told Mr. Henderson, that she has no credit card payment expense since she filed for Chapter 7 bankruptcy in October of 2007. Defendant's staff Mr. Henderson was kind enough to delete all the entries of plaintiff's records in their system and started interviewing the plaintiff again.

After interview, Mr. Henderson, said he can setup the plaintiff on a repayment plant for nine (9) months then on the 10th month. Mr. Henderson told plaintiff that she can resume the regular monthly payment of about \$569 per month depending on the interest rate applicable at the end of 9 months. The repayment plan setup by Mr. Henderson over the phone was at \$1,876.00 for nine (9) monthly payments with an initial plan payment of \$1,392.08. Mr. Henderson specifically says it is a Repayment Plan and did not mention any workout agreement. Mr. Henderson also specifically stated over the phone that at the end of nine (9) months repayment plan, that plaintiff will resume to regular payment of about \$600 depending on the interest rate prevailing at that future time. Plaintiff was so grateful and happy that someone had finally listened. In plaintiff's gratefulness, she asked Mr. Henderson of his supervisor's small address, Mr. Henderson gave it to the plaintiff.

Plaintiff, send a commendation letter via email to Mr. Tony Henderson's boss named Ms. Renae Hinman. A copy of the email plaintiff sent to Ms. Hinman commending Mr. Henderson is appended to this complaint as Exhibit 6.

VII: PLAINTIPPS MEMORANDUM -CAUSE OF ACTION

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1. Defendant Aurora Loan Services, LLC sent plaintiff the "workout agreement" and repayment plan dated September 14, 2009. Plaintiff received the document on September 15, 2009. A copy of the "workout agreement" and repayment plan is appended to this complaint as Exhibit 7.

PORTER V. GMAC, AURORA LOAN SERVICES, LLC. GENWORTH et al.

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2. Plaintiff was confused as to why she was given two kinds of agreement. The first one was the "workout agreement", and then there is an Attachment A called "Repayment Plan", Plaintiff differented to contact Mr. Henderson, but he was not available at that time. He emailed Mr. Henderson's boss Renae Hinnian for explanation before plaintiff signs the binding workout agreement and repayment plan, but did not hear any reply from her. A copy of the email sent to Ms. Renae Hinnian dated 9/15/2009 is appended to this complaint as Exhibit 8.

- 3. Plaintiff examined the 'workout agreement' and repayment plan thoroughly and was surprised that at the end of 9 months, plaintiff will still owe \$10,585.60 as balloon payment. This dollar figure was never discussed to Plaintiff by Mr. Tony Henderson.
- 4. Plaintiff, was so clear in her understanding that Mr. Tony, Henderson was so sure that plaintiff can resume regular monthly payment at the end of 9 months:
- 5. Plaintiff also noticed that in the attached Repayment Plan, Defendant was requiring the plaintiff to remit an initial installment of \$1,892.08 on or before 09/15/2009. Plaintiff alleges that the workout agreement is faulty. The Defendant purposely made the deadline so light for the plaintiff to fall and break the agreement right on the very first day plaintiff receives the agreement. Plaintiff alleges that defendant is trying to set up plaintiff for fallure again, because the agreement was dated 9/14/2009, and was not received by plaintiff until 9/15/2009 in the afternoon.
- 6. Plaintiff alleges Defendant, Autora Loan Services, and LLC as truly a participant in this foreclosure mill by setting up plaintiff for sure failure that Defendant may

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execute foreclosure. A copy of the 'workout agreement' and repayment plan is appended to this complaint as Exhibit 7.

- Plaintiff, immediately phoned Defendant's ALS Hope Now staff, Mr. Tony Henderson, he was not available at that time, but plaintiff got hold of the staff named Tinika",
- 8. Plaintiff explained to Defendant Timika the wrongful 'workout agreement' with faulty deadline date of remitting the initial payment. Defendant's staff was even confused and advised the plaintiff not to sign it until staff "Timika" gets back to plaintiff. Defendant's staff who is compassionate and is willing to help: Timika works in the same department as Mr. Tony Henderson, according to the information she provided plaintiff.
- Plaintiff did not want to break the agreement set by Tony Henderson over the 9, phone with her, but did not want to sign a written "workout agreement" and repayment plan that is faulty or wrongfully written. Ptaintiff's concerns on the inconsistencies of the agreement against the verbal agreement set by Defendant's staff Mr. Tony Henderson and what was written is very important.
- 10. Defendant's staff Timika called back and directed plaintiff to Mr. Jason Cramer, upon information given was the manager of Mr. Henderson and Tamika's department called the Poreclosure Prevention,
- 11. Defendant's staff Mr. Jason Cramer, agreed that the document was very confusing with the deadline on 9/15/2009 same date as this document was delivered to plaintiff. Mr. Cramer, advised the plaintiff to remit via western union the initial installment of \$1,392.08 as soon as possible in exchange of extending the deadline. Defendant's staff Mr.

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Cramer, here is making guarantees and promises verbally. Defendant, Mr. Cramer advised the plaintiff to sign the agreement, so that the subject real property will not be foreclosed and then Mr. Cramer advised plaintiff to dispute the agreement later.

- 12. Plaintiff, followed the advised of Defendant's staff Mr. Jason Cramer. A copy of the Western Union remittance of \$1,392.08 dated 9-21-2009 to Defendant is appended to this complaint as Exhibit 9.
- 13. Plaintiff, sent a letter of request to Defendant's Executive staff Ms. Allcla
 Flodson in plaintiff's goal to find out the answers to all her concerns on the inconsistencies
 of the witten "workout agreement", to find out why there is even a need for a balloon
 payment after the repayment plan. Defendant's staff Ms. Hodson did not respond.
- 14. Plaintiff sent the first repayment plan payment of \$1,876 on 10-13-2009 with another letter of request asking for the detailed explanation and answers to the inconsistencies in the "workout agreement", on why the very high balloon payment. Plaintiff overhight the payment and letter of request via FedEx to Defendant's executive staff Ms. Alicia Hodson. Defendant's Ms. Hodson did not respond. A copy of cashier check amounting to \$1,876 dated 10-13-2009 is appended to this complaint as Exhibit 10.
- 16. Plaintiff received a very disappointing letter of breach of "forbearance agreement" from detendant, accusing plaintiff of non-payment of the forbearance payment. Plaintiff was really confused, the agreement plaintiff eigned with reservation is the "workout agreement" and repayment plan, and not forbearance agreement, in plaintiff's understanding a forbearance payments goes into suspense account, whereas, a repayment plan goes into the principal balance. Notice the inconsistencies of Defendants in their

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27 28 employees and in willing. A copy of the Notice of non-payment of Forbearance Agreement is appended to this complaint as Exhibit 11.

- Plaintiff, in distress phone defendant's Ms. Hodson, and complained as to why 16. the notice of letter of breach of repayment plan is necessary, given that plaintiff has sent the payment via FedEx. Defendant, Ms. Hodson added more to the distress of the plaintiff when she declared, payment has not been received and that defendant can no longer assist as foreclosure will pushed through.
- Plaintiff left her husband at the hospital, just to gather herself, wrote a 17. complaint letter in tears and sent it with proof of payments and the signature proof of who. received plaintiff's FedEx mail with cashler check as her first repayment plan payment and not "forbeatance agreement payment", address to the CEO and President Tom Wind: Plaintiff requested again for the explanation of all the charges in addition to what is olearly the delinquent amount that is written in the workout agreement. Another stressful, tensed, and anxiety day filled the plaintiff because of this wrongful accusations. A copy of plaintiff's email to Defendant's Attomey and the proof of payment is appended to this complaint as Exhibit 12.
- 18. Defendant's steff Ms. Hodson, old not reply, nor reaffirm the receipt of her payment, Plaintiff did not receive any phone call or letter from Defendant's Customet Service or Research Department that they have found her payment.
- 19. Plaintiff, initiated to call defendant to find out if the payment for October 2009 has been posted. Only then, that plaintiff found out that her payment was found. Plaintiff alleges that Defendants does not have quality screened and respectful staff of customer

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27 28 service, because none of the employees has informed or even acknowledged plaintiff's presentation of evidence or proof or payment. Not even a letter of apology. This wrongful. conduct of Defendant should not deny plaintiff's motion for emergency injunctive relief as Plaintiff alleged that Defendant falled to credit her payments in an accurate and timely manner.

- Plaintiff, did not know how to make a Qualified Written Request at that time, 20. but plaintiff sent her Movember 2009 payment and has been sending a Letter of Request to Defendant, for the concerns she has found in the faulty "workout agreement".
- Plaintiff; got tired and ran out of options on how to get Defendants to respond 21. to plaintiff's inquiry on overly high charges and unknown source of balloon payment charges and other concerns on this faulty and wrongful workout agreement". Plaintiff, sent via FedEx in December 2009, a check for a regular monthly mortgage payment of about \$569,00 instead of the \$1,875,00, in hope to catch the Defendant's attention.
- 22. Plaintiff, decided to mail a payment less than the "workout agreement" plan stated payment because defendant has not been returning all her requests of explanation of the faulty and wrongfully written "workout agreement"; plaintiff has raised these quastions: before signing the "workout agreement" and repayment plan, as well as during the 5 months of sending the plan payments, but Plaintiff receive no response from Defendants in all those times.
- 23. Defendant, Aurora Loan Services, LLC upon receipt of plaintiff's payment less than what was in the "workout agreement", immediately instructed to have its executive staff Ms. Alleta Hodson to phone the plaintiff to remind her of the consequences of breaking this

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faulty workout agreement". Defendant's Ms. Hodson never even discus or explain or acknowledged plaintiff's questions, inquiry, or request for explanation of the workout agreement, which plaintiff is entitled to. Ms. Hodson, initiated foreclosure proceedings again. Therefore, Plaintiff alleges that this non-responsiveness of Defendants to valid inquiries of plaintiff is but another strategy of Defendant to pursue foreclosure.

In Plaintiff's opinion, she did not break any agreement because there was no 24, good agreement, the "workout agreement" prepared by Defendant is faulty and cannot even explained by the Defendant, thus, it mullifles every word written in it,

VIII PLAINTIFFS MEMORADUM CAUSE OF ACTION CONTINUED "Wrongful Foreclosure"

- Plaintiff alleges that Defendant, Autora Loan Services, LLO, is a "servicer", an affiliate of Aurora Bank, Federal Savings Bank (FSB), a federally chartered institution, who operates a foreclosure mill in exchange of a big incentive per home foreclosed.
- Plaintiff alleges that Defendant, Aurora Loan Services restarted the 2. foreclosure proceedings through the Nationwide: Trustee Services, Inc. having no basis at all because their faulty workout agreement is null and vold. Hence, it is a wrongful fóreclosure.
- Plaintiff did not get any formal foreclesure Notice at all at her home address in 3. California: instead Nationwide Trustee Services, Inc. sent all the formal forcolosure notices and posted to the door of the plaintiff's tenant who was occupying the real property at 6131 Woodstock View Dr. Millington, TN 38053 in January 2010.

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- Plaintiff received no foreclosure notice that has a sale date of February 4; 4. 2010: Plaintiff's tenants however, communicated to plaintiff, that some unknown individual posted the Foreclositie Notice at teriant's door at 6131 Woodstock View Dr. Millington; TN 38053.
- Defendant's strategy to foreclose homes faster is to fraudulently set up plaintiff 5. for failure by forcing plaintiff to enter into faulty "workout agreement". It is further alleges that this "workout agreement" is misleading as it was sent to the plaintiff on the same day as defendant is expecting to receive the funds for initial repayment plan.
- In addition, when Plaintiff seek help from a legal counsel on January 28. 6. 2010, the counsel and Plaintiff phoned the Defendant's HOPENOW team to find out if foreclosure can be stopped. Defendant's employee named Tony told us on a speaker phone that Plaintiff's loan is being reviewed again for loan modification and foreclosure on February 4, 2010 will be postponed, he claimed that approval of loan mod is dependent on the investors. Plaintiff also ask Defendant's employee Tony of the total delinquency amount and how much Plaintiff needs to reinstate the loan. The Defendant Tony told plaintiff that the amount in delinquency was \$11,229.92 A copy of Plaintiff's email to HOPE Now Team is appended to this complaint as Exhibit 13.
- 7. Plaintiff, immediately reviewed her loan documents and found but that the Trustee was named as "Amold Welse". Plaintiff immediately searches for the trustee's phone number and email. Plaintiff emailed the known trustee of the subject property that was purchased in 2005. Mr. Amold Weiss's secretary replied via small that Mr. Weiss might have been the original trustee before; but has no vested interest anymore. A copy of email thread is appended to this complaint as Exhibit 17.

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- Plaintiff, alleges that Defendant's faulty 'workout agreement' and Defendant's 84. executive staff and others who were harassing and threatening her that it she does not sign the faulty "workout agreement", ithat defendant will foreclose the home; has tembly caused her harm mentally, physically, emotionally and financially. A copy of this faulty "workout agreement and repayment plan is appended in this complaint as Exhibit 7.
- Plaintiff alleges that Defendant's Executive Office played a major role in 9, implementing foreclosure despite some employees has shown plaintiff of some hope and chances, that it was whatever Mr. Allola Hodson had stated prevailed. A copy of plaintiff's email thread with Mr. Jason Cramer who advised plaintiff to sign workout agreement then dispute later, is appended to this complaint as Exhibit 16.
- Sometime in May of 2010, after the subject property has been foreclosed by 10. Aurora Loan Services, LLC. Defendant, Genworth Financial sent somebody to interview the plaintiff and to verify the validity of Defendant, Aurora Loan Services claims for Private Mortgage insurance regarding the subject real property.
- Plaintiff was told by Defendant, Genworth Financials hired agent to interview 14. Plaintiff, because Aurora Loan Services, LLC are claiming against the Private Mortgage insurance since the plaintiff, as the borrower failed to pay the mortgage. During this time is when plaining found out the forged income of plaintiff stated by GMAC Homecomings loan officer during the loanapplication.
- Plaintiff alleges Genworth Financial of invading plaintiff's privacy by having an 12 agent knocks at the plaintiff's door to solicit some confidential information without notifying plaintiff ahead of time in writing.

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Plaintiff alleges Defendant Genworth Financial of trying to collect from plaintiff 13. some or all the montes in place of what they will or have reimbursed the Defendant Autora Loan Services, LLC for their claim on this real property in dispute. A sickening cycle of these Defendants to really form plaintiff apart and yet who wine in the end is basically the Defendants themselves after stripping plaintiff off what little she has left.

ix: Plaintiffs allegations in support of complaint

- Plaintiff alleges Defendant Genworth Financial to having this effalogy in place ١, to participate in getting the homeowners or bonowers get lost in the process called "helping homeowners or having employees with lack of know-how in helping customers, in which: case Defendants action on plaintiff's inquiries has delayed furthermore the plaintiff's goal to get a loan modification. Instead of helping the customer who pays PMI premium of a good understanding of what the product is all about, Defendant's employees does not help in educating customers that are asking for this information.
- The Defendants, GMAC Homecomings Financial Network have imposed a 2: predatory lean which was calculated from the obtaine to prompt defaults and stripping the Plaintiff of her money, and any equity that she might have in the real property.
- Plaintiff alleges that Defendant GMAC Homecomings Financial Network and 3. its loan officers. Greg Scott, has fraudulently declared plaintiffs income over and beyond what was stated in plaintiff's payefub given by plaintiff and entered plaintiff in an Option ARM loan product type, which Plaintiff alleges the loan officers get paid more incentives selling subprime loans than offering a traditional loan type with Principal and Fixed Interest

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27 28 payment. Same loan officer, Greg Scott, who would like to earn another business from the plaintiff, has shown unprofessional, immeture, and unacceptable behavior, when plaintiff turned his offer down for the next purchase, as plaintiff realized that with her credit, she got a petter traditional loan type from Washington Mutual Bank. A copy of the small thread showing plaintiff got approved for a 15-year term fixed P&I from Washington Mutual is appended to this complaint as Exhibit 6.

- 4. Plaintiff alleges that Defendants: GMAC Homecomings Financial Network has made false promises to the plaintiff which Defendant Intentionally did not want to fulfill, hence, Defendant immediately transfer subject property's servicing to Aurora Loan Services.
- 5. Plaintiff alleges that the transfer to Aurora Loan Servicing of GMAC.

 Homecomings was not recorded anywhere in the public registry of records of the registry of deeds, not even a record that GMAC Homecomings has transferred the deed to Nationwide.

 Trustee whom Aurora Loan Services filled to act as the Trustee and who foreclosed the subject property. Hence, Aurora Loan Services or Nationwide Trustee is alleged to have no right to foreclose the subject real property. A copy of Deed of Trust recorded from Registry of Deed is appended to this complaint as Exhibit 20.
- 6. Plaintiff alleges that the notices were faulty in that they sought the wrong amount and balance in payment from her and that her default; if any, was grossly overstated by the Defendants.
- 7. Plaintiff alleges that the charges and fees which have been run up on the account are excessive, duplicative, and have led to further and additional defaults.

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27 28 9. Plaintiff alleges that Defendants, Aurora Loan Services feed into this foreclosure mill a thousands of foreclose homes in a non-judicial states, in exchange of

homeowners. An inventory of real estate properties they can use to file a claim against the

incentives without regard to the result of their wrongful conduct to the well being of the

not contemplated, read or negotiated by the parties, and that the process in Tennessee of

otherwise have to due process under law. It renders substantial or complete control in the

hands of the lender with few, if any rights, for the consumers, borrowers and home buyers.

foreclosure by a Trustee on the courthouse steps denies citizens of rights they would

Plaintiff alleges that the Deed of Trust in this instance is a contract of adhesion

Private Mortgage insurance, once claim has been paid, then Defendants can turn around

and det more ball out money from the government, and/or self the real state property at a very reduced price for profit again, even though their claim against Private Montgage

insurance has already been paid.

10. Defendant, Genworth Financial is hereby requested to answer with proof of any paid claims to Defendant, Aurora Loan Services, LLC and for how much in terms of dollar amount was given to Aurora Loan Services, LLC as the claim amount approved by Genworth to reimburse, pertaining to the real property disputed in this complaint:

11. Plaintiff alleges that Detendants wrongful conduct has violated the Tennessee Consumer Protection Act and they are guilty of false and misleading practices in violation of T.C.A. 47-18-101 et seq. It is specially alleged that the solicitation of funds when publishing and pursuing a foreclosure is a misleading practice, especially as in this case when it is

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coupled with suggestions of a loan repayment and/or the "workout agreement" plan in which Defendants apparently had no intention in proceeding with or completing.

- 12. Plaintiff alleges that it is misleading to debtors and consumers to have a collection department that is soliciting inquities and telling debtors and consumer's one thing, and a defendant's lewyer who is foreclosing on the property at the same time. In this case, there was no notice of anything except the payments which were due with unbelievably high amount were incorrect.
- 13. As a result of not receiving proper notices, the Defendants have left Plaintiff
 with no timetable that is manageable for the reinstatement of her loan. In fact, she has been
 told it is impossibility.
- 14. Plaintiff alleges that the Attorney hired by Defendant Aurora Loan Services to represent them is guilty of being a pupper or somewhat like a robo-signer, a robo-agree to whatever Defendant declare, thus nutlifying his education as an attorney expected to uphold the law, in just and fair manner. That just because he is being paid, he disregarded to even mediate between and advise his client of what is fair and just. The Attorney's name is Justin D. Baiser from Akerman Sententit based at 511 Sixteenth Street, Suite 420 Denver, CO 80202. A noble man of the law will look at all angles and corners and find any fault his client may have committed and advise client of what is fair and just to do, not just bombarding the plaintiff with a repetition of words the Defendant had told him, he did not even looked at the wrongful workout agreement and repayment plan his client encouraged and/or forced/plaintiff to sign. A copy of Defendant's hired lawyer's small is appended to this complaint as Exhibit 13.

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- (5. Plaintiff alleges that Atty. Balser, Defendants Attorney has falled to answer her inquity of what are those four (4) broken loan workouts that Aurora Loan Services were accusing Plaintiff about. It was 24 hours before the foreclosure date, though Plaintiff continued to small, Defendants Attorney did not even reply to answer the inquiry of Plaintiff. A copy of plaintiff's email to Atty Balser is appended to this complaint as Exhibit 14.
- 16. Plaintiff further alleges that the Defendant Aurora Loan Services, LLC had insufficient staff to work on loan modification proposals or not equip to even do a quality control on data gathered from plaintiff; that one was expressly solicited from her, and declined the same day before the alleged foreclosure sale.
- 17. The Plaintiff was deried a reasonable review of a loan modification on her tental home. This was done in part because the fees and costs which the lender paid were excessive and unnecessary, and ran the defaulted amount skyward with little or no explanation. Plaintiff went all evenues to find out answers, even spoke to a certain Elizabeth Santoro who emailed Plaintiff a spreadsheet but really not much of an explanation to answer all her questions as far as unpaid balance goes. Defendant staff, Ms. Santoro emailed a spreadsheet as her response to plaintiff's inquiry expecting plaintiff to understand all the columns, but with another twist to the effect of proceeding with foreclosure on October 1, 2009 as scheduled if funds are not received in their office in full by end of 9-25-2009. A copy of Ms. Santoro's email and spreadsheet is appended to this complaint as Exhibit 15.
- 18. Plaintiff requests permanent injunction as to the eviction of her and/or her fenants. At this time the tenants of plaintiff were relocated as the Defendant, and

defendant's agents enforced the eviction on plaintiff's tenants even though she has a one (1) year valid lease agreement. Instead of honoring the lease agreements, defendant's agents differed plaintiff's cash to move out, which plaintiff's tenants did not accept. The denial of injunctive relief will result in irreparable harm to Plaintiffs. A copy of femants lease agreement and Plaintiff's letter sent to Shelby County General Session Court Room 100 is appended to this complaint as Exhibit 19.

- 19. Plaintiff alleges that as a result of the all Defendant's concerted wrongful conduct, the Plaintiff has been damaged, has no peace of mind with respect to this property, and has lost financing opportunities and other avenues of relief.
- 20. Plaintiff has no full, complete and adequate remedy at law for the wrongs complained herein. Only this court has jurisdiction to evaluate the fallness and the appropriateness of the foreclosure, the eviction courts do not ententain issues as to the legality of the foreclosure or as issues to title.
- 21. A copy of a similar case with judgment including a list of similar cases is appended to this complaint as Exhibit 21.

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XI-CONCLUSION-

WHEREFORE, PREMISES CONSIDERED, PLAINTIFF PRAYS;

RELIEF

 Defendants and that they are required to answer this sult of suffer a Judgment by default.

2. For Defendant, GMAC Homecomings Financial Network to prove in this court that its loan officer, underwriters, and other agents did not purposely forged, stated and approved plaintiff's monthly gross income higher than what was reported by plaintiff in the payonube submitted to the loan officer, in order for the loan officer to get the loan approved even though plaintiff could have been qualified to a better conservative type of loan, for the very reason that loan officers will be receiving higher incentives or commission.

- 3. For this court to determine appropriate punishment under the law if the alleged fraudulent act of the Defendant GMAC Homecomings Financial Network in forging borrower's financial information for their ultimate financial gains and engaging in predatory fending. In addition, for Defendant GMAC Homecomings Financial Network to present Plaintiff's Loan Application, Good Faith Estimate; Loan Documents, Deed of Trust and other documents pertaining to the Plaintiff obtaining the loan from Defendant in purchasing the subject real property.
- 4. For all the Defendants to prove in court the actual owner(s) and trustees of the plaintiff's Note as recorded in the registry of deeds, securitized of not, from the time plaintiff obtained the loan from CNAO Homecomings Financial Network up to the time Aurora Loan Services, LLC and its attorneys foreclosed on this subject real property. Defendant GNAO

PORTERY, OMAC, AURORA LOAN SERVICES, LLC, GENWORTH of al.

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Homecomings sold the loan to Aurora Loan Services, but did not record any of these sale in the registry of deeds for public ascess. A copy of the only two transfer activities recorded in the Shelby County Registry of Deeds is appended in this complaint as Exhibit 18.

- 6. For GMAC Homecomings Financial to him and finance the cost of a 3rd party dualified experi(s) in the field of business and computer systems analysis, whose qualification is presented, screened, and approved by plaintiff. For Plaintiff be allowed to recommend a qualified expert in the field of business and computer systems analysis:
- 6. For these "experts" hired by GNAC Homecomings to present demonstrate in this court the federal and states legal requirements, process and proper way of selling a loan to another bank or servicer with system flowcharts and business and federal and states legal requirements of "selling a loan", process before they initiate investigation of the old and current system practice of GMAC Homecomings Financial Network's "selling a loan" process.
- For this expert to analyze GMAO Homecomings Financial's system process. Present and/or demonstrate with proof of that analysis findings of the actual action taken when GMAC Homecomings Financial had sold to Aurora Loan Services, LLC this subject real property's mortgage loan.
- 8. Plaintiff demands a conclusion from the expert that would determine if Defendant had adhere or not to the federal and state legal requirement of "selling a loan".
- 9. For Defendant Aurora Loan Services, LLC to provide in court all the investors, their names; mailing address and phone numbers that owns the subject real property's note as of February 3, 2010, the day before the foreclosure date.

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- 10. For the Defendant Aurora Lean Services, LLC to provide in court as to who among the investors has legitimate rights to foreclose on this subject real property on February 4, 2010.
- 11. For Aurora Loan Services, LLC to hire and finance the cost of a 3rd party qualified expert(s) in the field of business and computer systems analysis, whose qualification is presented, seregized, and approved by plaintiff. For Plaintiff be allowed to recommend a qualified expert in the field of business and computer systems analysis.
- 12. For these "experts" hired by Aurora Loan Services, LLC to present demonstrate in this court the federal and states legal requirements, process and proper way of "servicing a loan", "workout process" and "foreclosing a loan" with system flowicharts; business requirements and federal and states legal requirements. In addition, for the experts to present list of legal rights of servicing a loan", "foregistance agreement properly, limitations and/or constraints of "servicing a loan", "foregistance agreement system", "repayment plan system" and "foregistance system", and experts presentation and/or demonstration of the legal and proper system process in court be done before the experts infiliate investigation of the old and current system practice of Aurora Loan Services, LLC in "servicing a loan", "workout process" and "foreclosing a loan".
- 13. For the expert(s) to analyze Aurora Loan Services' "servicing system process", "workout system process", and "foreclosure system process". Present and/or demonstrate with proof of findings of experts analysis of the actual action taken when Defendant Aurora

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26 27 28 Loan Services, LLC handles its servicing process, its workout process, and foreclosure process of this subject real property's mortgage loan.

- 14. Plaintiff demands a conclusion from the expert that would determine if Defendant had adhere or not to the federal and state legal requirement of "servicing process", "workout process" and "foreolosure process".
- 15. For Defendant Aurora Loan Services, LLC to provide in court their proof that plaintiff intentionally broke four (4) workout agreements as the basis of Defendant to deny loan modification assistance to the plaintiff realitimed by their counsel Atty. Justin D. Balser.
- 16. For Defendant Genworth Financial to provide proof of Defendant Autora Loan Services! application of claim against Private Mortgage Insurance policy paid for by plaintiff for this subject real property, and proof of payment to the claim of Aurora Loan Services, LLCO with accurate figures and date claim was paid.
- 17. For a Motion to Set Aside Foreclosure Judgment so plaintiff can continue with civil as well as possible criminal filings in regards to this action.
- 18: For an emergency permanent injunction as well as permanent injunction motion be granted based on the wrongful conduct and behavior of Defendant Autora Loan. Services its agents, counsel and employees, and to protect the rights of the Plaintiff and keep her in her rental home, allow her to rent it to tenants for her livelihood after the foreclosure and until this litigation can be resolved. It is well settled that a deprivation of a person's legally protected property right will result in irreparable harm.

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- 19. In the instant case: Defendants' Wrongful conduct has severely invaded Plaintiffs' legally protected property rights. Moreover, the fram resulting from Defendants' vacagful conduct is continuing, making any assessment of monetary damages even more uncertain and difficult.
- 20, Accordingly, Plaintiffs! Complaint clearly establishes that a denial of injunctive reliaf will result in immediate and continuing irreparable harm to Plaintiffs.
- 21. For the redemption of the real property and/or permanently reverse the foreclosure of the real property in dispute as it was wrongfully foreclosed on February 4, 2010 as a result of concerted wrongful conduct of Defendants in damaging the plaintiff, leaving her with no peace mind, as plaintiff has lost source of livelihood, lost financing opportunities and other avenues of relief and plaintiffs lost of her retirement money used in purchasing this subject real property.
- 22. For the judge to order Defendant to reverse foreclosure return real property to plaintiff free and clear since Defendant is alleged to have already been paid by Genworth Phancial for their claim of the total value of the frome as insured in the policy as a result of their wrongful conduct that damages plaintiff.
- 23. For all the Defendants to prove in count that they have not backdated, nor notarized in advance or later, any documents pertaining to this subject real property from the time plaintiff purchased of obtain the loan from GMAC Homecomings Financials up to the time Aurora Loan Services, LLC and its attorneys foreclosed on this subject real property.

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the source of these incentive funds.

27. For Defendant Aurora Loan Services, LLO to provide in court an accounting of

what incentives and how much they have received for foreclosing this subject property and

- For Defendant Aurora Loan Services, LLC to provide in court an accounting of how much was received from Genworth Financials as a result of their claims for this subject property..
- For Defendant Aurora Loan-Services, LLC to provide in court any proof on 29. how they handle the foreclosure process of this subject real property from the beginning to the acquisition and transferring of title to the name of the Defendant. To show proof that

Defendant and their altoméys did not use MERS or robo-signers to expedite this foréclosure process.

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30. For Defendant Aurora Loan Services, LLC to provide reason in court why they are selling the subject real property to an imposent buyer, where in they are delinquent in their payment of Homeowners Association dues and they have not disclose HOA tees to the

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new buyer until three days before their planned escrow closing.

.9: -9: 31. For Defendant Aurora Loan Services, LLC to provide an accounting of where

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would the proceeds of selling this subject real property go once it is sold.

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32. For Defendant Aurera Loan Services, LLC to provide in count the incentives they receive per one home they successfully foreclose, and from whom are these funds

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33. For the Judge of this court to help plaintiff to be heard in the Jury; and to be given justice from all the harmful concerted affetegies executed by these Defendants to setup plaintiff for fallure so that they can smoothly foreclose on the subject reaf property in exchange of an incentive, and/or financial gains for themselves and the owners of the

\$4. For the Judge of this court to be informed that these Defendants, especially Aurora Loan Services (owned by Lehman Brothers) has caused severe damage to thousands of Americans by taking their homes through lies, deceil, fraud, and wrongful

foreclosures, just like they did to Plaintiff as stated in the above.

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- 35. For the Judge of this court to be informed that Plaintiff has and is in communication with all these victims who have lost their homes to wrongful foreclosure by Defendant Aurora Loan Services, yet cannot tight for their rights to file a complaint due to lack of finances or just merely lost hope in our Judicial System.
- 36. For Defendant Aurora Lean Services to present/demonstrate to the court the difference by definitions and functions of Forbearance Agreement", "Workout Agreement", and "Repayment Plan" and what these does to borrowers account once payment from borrower is received, and what happened to suspense accounts after "Forbearance Agreement" is satisfied.
- 37. For Defendant Aurora Loan Services, LLC to pay the Woodstock Hills Homeowners Association (HOA) definductions of \$0,220 including legal cost and other administrative cost, for non-payment of HOA fees from the time they acquired the subject property on February 4, 2010.
- 38. For the honorable Judge to be informed that Plaintiff happens to be the HOA administrator of the subdivision where the subject real property is located and a member or a part of the Association. However, Defendant Aurora Loan Services has been ignoring the invoices or bills sent from February 2010 to present.
- 39. Plaintiff alleges that Defendant purposely does not want to pay the dues, in the meantime, plaintiff and the homeowners association has been shouldering all the expenses incurred. HOA Administration was only notified three (3) days before they were closing the sale. It was only then that they feel obliged to find out about HOA dues.

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However, as of the filing of this lawsuit, the Defendant has not paid the HOA dues and other costs as billed to them.

- 40. For the Judge to be informed that HÖA Administrator, who happens to be the same as the Plaintiff, has already filed a lien against the property because of their wrongful conduct in ignoring their obligations to pay the HOA fees.
- 41. For the Judge to give Plaintiff permission to include this issue in the Plaintiff's complaint as part of Plaintiff's demonstration on how wrongful, abusive, unfair, and fraudulent this Defendant Aurora Loan Service, LLC in dealing with their small HOA tees obligation, yet: they keep foreclosing on humble citizen of America who has valid and reasonable excuses due to unexpected and unavoidable circumstances in their lives, jobs and their finances. A copy of small thread from the closing attorney of Defendant is appended to this complaint as Exhibit 16.
- 42. For this court that has jurisdiction to investigate further the Defendant, GMAC Homecomings Financial Network's alleged predatory lending practice and be judged if found guilty to return stolen equity to the Plaintiff, other borrowers or homeowners.
- 45. For this court that has juriediction to investigate Defendant Aurora Loan Services practice of faulty procedure in framing up homeowners who requested for loan modification but rather direct them to a trap of wrongful foreclosure and may Defendant be judged to reverse all these foreclosures including plaintiffs brought about by their wrongful conduct of framing homeowners who are just merely wanting to get their payments modified so as for the plaintiffs and homeowners to keep their homes.

27

PORTER v. GMAC, AURORA LOAN SERVICES, LLC, GENWORTH M. A.

- 44. For this court that has jurisdiction to investigate Defendant Aurora Loan
 Services practice of overcharging homeowners beyond what is the reasonable and
 appropriate such as excessive foreclosure fees over and over again due to their wrongful
 conduct, on how Defendant handles foreclosure, and be judged to return all the proven
 overcharges; foreclosure fees that is merely due to their wrongful conduct of business.
- 45: For Defendant GMAC Homecomings Financial Network to prove that when they transfer all responsibilities for this real property to Aurora Loan Services that they recorded in the registry of deeds the said transfer and/or a transfer to another trustes.
- 46. For TWO MILLION DOLLARS (\$2,000,000.00) in punitive damages from the Defendants GMAC Homecomings Financial Nelwork and Defendant Aurora Loan Services for the wrongful conduct and losses which is detailed above, so that Defendants may refrain from abusing, victimizing, threatening another innocent, striving, humble citizen of America.
- 47. For the right to amend this complaint after discovery and additional information tincovered...
 - 48. For such further and other relief as to which the Plaintiff may be entitled.
 - 49. For a Jury Trial.

So help the truth to prevail God.

RESPECTFULLY SUBMITTED: This 22nd day of October, in the year, 2010. 2. Long Porter, pro per Signed reserving all my rights at UCC 1-308 £ 7 3 Ë0 Ü 12 .13 14 15 15. <u>i</u>7 18 ib ZQ. 2.1 22 23 24 25 26 2,7 28 PORTER v. GMAC, AURORA LOAN SERVICES, LLC, GENWORTH & at.

STATE OF TENNESSEE.

COUNTY OF SHELBY

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i, Lolina Porter, hereby state under oath that fire facts and allegations of the complaint filed berein, and the facts and matters set forth are true and correct to the best of my knowledge, information, and belief, and that I am justly entitled to the relief sought.

LOLINA PORTER

Swom and subscribed to before me this the 22 day of October, 2010.



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Hily Michaes

Ny commission ambas: September 2, 2012

PORTER v. OMAC, AURORA LOAN SERVICES, LLC, GENWONTH et al.

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LIST OF EXHIBITS

	•
1. Plaintiffs Proof of Bankruptcy Discharged 4-1-2009	EXHIBIT 1
2. Plaintiff's EDD Unamployment Certification	EXHIBIT 2:
3. Plaintiff's Tenant owing \$14,861.50 Court Judgment	EXHIBIT 3
4. Plaintiff's husband's MRI Result of isohemio stroke	EXHIBIT 4
5. Defendant Loan Officer email thread when turned down	EXHIBIT S
6. Plaintiff's email thread on Cashier Check with Incorrect	
Loan Number, but with correct Property Address	EXHIBIT 6A
7. Plaintiff's commendation letter for Defendant;s	
Staff Henderson sent to his boss Hinman	EXHIBIT 6
8. The faulty "Workout Agreement" & "Repayment Plan"	exhibit 7
9. Plaintiff's inquiry to Himman after reading Exhibit 7	EXHIBIT 8
10. Plaintiff's proof of initial repayment plan payment	
Of \$1,392.08 to Defendant via Western Union.	EXHIBIT 9
17. Plaintiff's copy of cashier check of \$1,876 sent to	
Defendant Altn: Allela Hodson which Defendant	
did not post in accurate and timely manner	EXHIBIT 10
12 Notice of Breach of Non-Payment of Forcearance	
Agreement from Defendant	EXHIBIT 11
13, Plaintiff's email to Defendant's attorney and proof of	
Payment	EXHIBIT 12

:		
1.	14.Pleiniff's email to Defendant's HOPE Now team	EXHIBIT 13
2	16. Plaintiff's email to Defendant's Atty Balser	EXHIBIT 14
3.	16.Defendant's Elizabeth Santoro's email and	
*	a very difficult to understand spreadsheet	EXHIBIT (S
5	17. Defendant's closing attorneys small on HOA fees	EXHIBIT 16
ij	18. Original Trustee's taply to Plaintiff's Inquiry	EXHIBIT 17
€.	19. Plaintiff's email thread to Defendant's Jason Cramer who	
Š	Advised Plaintiff to Just sign the "workout agreement"	
TO	In September 2009 and dispute It later.	EXHIBIT 18
11. 12:	20. Plaintiff's tenant's Lease Agreement and Plaintiff's	
ī.3:	Letter to Shelby County General Session	
14'	Court Room 108 After A.C. Guilless	EXHIBIT 19
15.	21. A copy of Deed of Trust after Nationwide Trustes	
16:	Transferred the deed to Aurora Loan Services, LLC	EXHIBIT 20
17 18:	22. A copy of similar case with completed judgment	
19:	Containing the list of similar other cases	
26	as referenced in this actual example case in NY	EXHIBIT 21
21		
53		
23		
25		
26		
27	·	
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12-12020-mg Doc 10451-1 Filed 12/07/17 Entered 12/12/17 17:14:08 Exhibit I Pg 46 of 156 Case 2:10-cv-02858-SHM-dkv Document 1-3 Filed 11/29/10 Page 46 of 157 PageID 55

FIAT

To the Clerk of the Court

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Set the bond for the injunction at

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A TRUE COPY-ATTEST

Down'r H. Sellle, Clerk & Massier

By Color Con M.

PORTER v. GMAC, AURORA LOAN SERVICES, LLC, GENWORTH et al.

12-12020-mg Doc 10451-1 Filed 12/07/17 Entered 12/12/17 17:14:08 Exhibit I Pg 47 of 156 Case 2:10-cv-02858-SHM-dkv Document 1-3 Filed 11/29/10 Page 151 of 157 PageID 160

IN THE CHANCERY COURT OF SHELBY COUNTY, TENNESSEE FOR THE THIRTIETH JUDICIAL DISTRICT AT MEN

LOLINA PORTER

٧.

Plaintiff.

NOV n 9 2010
M.B.

DOCKET NO. CH-10-1929-3

GMAC HOMECOMINGS FINANCIALS ET AL

Defendant,

ORDER EXTENDING TEMPORARY RESTRAINING ORDER

This cause came to be heard on the Plaintiff's Complaint and Emergency Motion to Set Aside Foreclosure Judgment and Sale of Real Property before the Honorable Kenny Armstrong, Chancellor of Part III. It appears to the Court that since the Defendants have not responded to the service of process of the Plaintiff's request for injunctive relief, the Court has extended the Temporary Restraining Order until November 18, 2010 at 10:00 a.m.

IT IS THEREFORE ORDERED ADJUDGED AND DECREED that the Temporary Restraining Order issued on October 25, 2010 shall remain in full force and effect until November 18, 2010 at 10:00 a.m.

ancellof Kenny Armstrong

Daté

A TRUE COPY-ATTEST

Deputing Serile, Clerk & Master

The Property of the Company of the Company

D.C. &

Lolida Porter 1 832 Monterey Rd Glendale, CA 91206

Certificate of Service

I hereby certify that I have mailed a copy of this order to all parties on November 18, 2010.

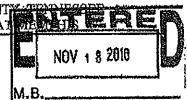
Lolina Porte

IN THE CHANCERY COURT OF SHELBY COUNT FOR THE THIRTIETH JUDICIAL DISTRICT AT

LOLINA PORTER

٧.

Plaintiff,



DOCKET NO. CH-10-1929-3

GMAC HOMECOMINGS FINANCIAL ET AL

Defendant,

ORDER GRANTING TEMPORARY INJUNCTION

This cause came to be heard on the Plaintiff's Complaint and Emergency Motion to Set Aside Foreclosure Judgment and Sale of Real Property before the Honorable Kenny Armstrong, Chancellor of Part III on Thursday, November 18, 2010 at 10 a.m. The Defendants have been served, but have not responded to the Plaintiff's request for injunctive relief. For this reason the Court is granting a temporary injunction enjoining the sale of Plaintiff's real property that is the subject matter of this dispute pending a further hearing from the Court. The bond set in this matter will continue at one hundred dollars (\$100.00).

IT IS THEREFORE ORDERED ADJUDGED AND DECREED that a temporary injunction be entered enjoining the sale of Plaintiff's real property pending further hearing from the Court.

Chancellor Kenny Armstrong

Date

Lolina Porter

832 Monterey Rd Glendale, CA 91206 A TRUE COPY-ATTEST

Gwuf F. Settle, Clerk & Master

O.C. & M.

Certificate of Service

I hereby certify that I have mailed a copy of this order to all parties on November 18, 2010.

Lolina Porter

12-12020-mg Doc 10451-1 Filed 12/07/17 Entered 12/12/17 17:14:08 Exhibit I Pg 51 of 156 Case 2:10-cv-02858-SHM-dkv Document 1-3 Filed 11/29/10 Page 47 of 157 PageID 56

ENHBIT!

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United States Bankruptcy Court Central District Of California

255 East Temple Street, Los Angeles, CA 90012.

DISCHARGE OF DESTOR

DEBTOR INFORMATION: Lolling Morent Porter skin Lolling Cabinigono Moren BANKRUPTCY NO. 2:07-08-19088-ER

CHAPTER 7

Last four digits of Books-Security or Individual Texphyor-Identification (ITIN) No(a)., (If any): (Employer Tax-Identification (BIN) No(a) (If any): (VA Obliga Olachange Date: 411/0)

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Address 632 Modercy Fid Glendsle, CA 91206

is appealing that the deblor to enlitted to a discharge, it is OROERED: The deblor is granted a discharge under section 721 of this 11. United States Code, (the Bentimptey Code).

FOR THE COURT,

Tratesti Apat 1, 2009

Jori D. Ceretto Clark of the Court

SEE THE BACK OF THIS CROEN FOR IMPORTANT INFORMATION

' Sar forth all names; including trade names, used by the debtods) willign the last 8 years. For Joint debtors, sel forth the last, rour digits of both scelal-secondy numbers or individual suspayor-identification numbers.

Heriation Harrivan-VI

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EXHIBIT 2

RIVERSIDE CALL CENTER: P O BOX 12007 RIVERSIDE CA 92502-2207



Nati Dates 0

02/26/2010

EBB Telephone Numbers:
English 1-800-300-5616
Spanish 1-800-326-8937
Cantonese 1-800-547-1506
Handarin 1-806-303-0706
Victomese 1-800-547-2058
TTY 1-880-815-9387

tidenithielliggherådenfoldsbirdlerådelt. LOLIKA IN PORTER 832: HONTEREY-RO 6LENDALE CA 91206-2139

HOTICE OF UNEMPLOWENT INSURANCE AVARO

1: Claim Beginning Date: 01/31/2010 2: Claim Ending Gate: 01/29/2011
3. Waximum Benefit Amount: \$11700 4. Weakly Benefit Amount: \$450
5. Total Wages: 66,450.91 6. Highest Quarter Earnings: 45.197.19

- 7: This I ten does not apply to your chain.
- 8. You must look for full time work each week. Please see your handbook, A Guide to Benefits and Employment Services, DE 12754, for more information about looking for work.
- 9. To qualify for this claim you must must further eligibility requirements. You will receive additional information on what you need to do to qualify. Please see your handbook, A Guide to Senetite and Employment Services. DE1275A, for more information.
- 10. Employee Name 11. Employee Wages for the Quarter Engling: 12. Employer Name 050 3008 Mar. 2009 May. 2009 SEP. 2009 JP MORDAN

13. Totals: 20,262.78 48,197.19 0.00 0.00

Important Information on the Reverse of This form

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12-12020-mg Doc 10451-1 Filed 12/07/17 Entered 12/12/17 17:14:08 Exhibit I Pg 53 of 156 Case 2:10-cv-02858-SHM-dkv Document 1-3 Filed 11/29/10 Page 49 of 157

PageID 58

RIVERSIDE CALL CENTER P 0 80X 12807 RIVERSIDE CA 92502-2207



02/36/2010 rates. Hell

EDO Telephone Numbers: English Spanish 1-800-300-5616 1-800-326-8937 1-800-547-3506 1-866-303-0706 1-800-567-2058 Cantonase Hander in Viethemese TTY 16-800-819-9387

lidisaftatellantlandaaltatlidaailiabhili Locine a egeren 832 noureney en GLENDALE CA 31206-2139

hottoe of unemployment incurance award

2. Claim Ending Caret 1. Claim Beginning Dates 01/31/2010

01/29/2011

Weekly Benefit Amount: 3. Maximum Benefit Andunt: \$11700

\$450.

Highest Quarter Eachings: 65.469.97 5. Total: Wages:

45, 197 .19

7. This train does not apply to your claim.

- 8. You much fook for full time work each week. Please see your handbook, A Guide to Benefits and Employment Services, BE1276A, for more information about looking for work.
- 9. To qualify for this claim you must meet further aligibility requirements. You will receive additional information on what you need to do to quality. Please see your bandbook. A Guide to benefits and Smaloyment Services. DE1275A, for more information.

11. Employee Hages for the Quarter Endings DEC. 2008 MAR. 2009 JUN. 2009 SEP. 2009 10. Employee Name Jun. 2009 56P. 2009 20, 262.78 16,197.19 L PORTER

12 Employer Name

JP MORGAN

13. Totals:

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Important Information on The Reverse Of This Form

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State of Tennessee-	COUNTY OF SHIELBY
I-KEININN COOFFE	deincesworn-marks dath as-rolluws:
L'HAVE PERSONALLY S	erved the docements for the recipient.
COURT & DOCKER	CITNEDAL SESSIONS 1357290
RECIPIONT:	POSTED
DATE & PLANT SERVED.	5/8/09 ⁻ 3(43-4)W
ADDRESS SERVED	6131 WOODSTOCK VIEW DR
STATISOF TENINGSSEE A THAVE FURTHER NOTE	COMENT OF COMPLIANCE WITH ALL THE LAWS OF THE MOTHER RULES OF COURT. HED THE RECIPERY WHAT THIS MAITH'S ISSIST FOR STATISTION THE DOCUMENT.
ON THE 22 DAY OF MAY	
wyog olog akaloni in	OCESS STIRVER A BAOS ATTACAS ASSISTANCE SERVERAL THEOREMS. THIS DALIR MAY ILL 2009 (ES) MAY 2.201)
PUBLIC	

NOTARY PUBLIC

I HAY! POSTED A CCHY OF SAID WARRANT IN COMPLIANCE WITH THIS LAWS OF THE STATE OF TENNISSEE AND THE BULES OF THE COURTS OF SHILLSY COUNTY TENSISSEE. PHAYE NOTHERD THE DEPENDANT THAT THIS MAITHERS SET FOR TRABING AT THE PLACE AND TIME STATED ON THE WARRANT BY U.S. MAIL.

ALTEMPTS: 1.5/6/97/02 PM/2, 5/7/89/12/08 PM/3, 5/6/09/3-43 PM

12-12020-mg Doc 10451-1 Filed 12/07/17 Entered 12/12/17 17:14:08 Exhibit I Pg 56 of 156
Case 2:10-cv-02858-SHM-dkv Document 1-3 Filed 11/29/10 Page 52 of 157 PageID 61

Dear: CALVIN HALL

Docker Numbre ______ 1357190

Russmid in T.C.A. index and House Bill Number 1674, three Chattenins line bear mide to serve a Detained Wardon of you in your address within a con (FO) day partial and we have passed the sold warrang on joine doors and malful a copy in you, senting the grant date at Lans (on Claudiays in identice

Your dourt date in WED:MAY 27:2009 AT 1:30 PM

Shwerely, KELPIN GOOPER

Process Server Bi-198

STUE CONTRACTOR



Armen Cherik, MD 1215 S. Central Ave. #350 Glendale, CA 91204

PATIENT NAME: BIRTH DATE: PATIENT ID# PORTER, BREIT 07/21/1970 073690

Deat Dr. Cherik

EXAM DATE: 07/20/2009

EXAM: MRI brain without contrast

Indication: History of stroke approximately one week ago. Left-sided weakness.

Technique: Saginal T1 and T2 FLAIR, axial T1, T2, T2* ORE, FLAIR and diffusion, and coronal T2 and FLAIR.

No prior study was submitted for comparison.

Findings:

بهندور

There is T2 and FLAIR hyperintensity which extends from the right-frontopartetal opercular region to the lateral parietal contex, associated with smaller areas of restricted diffusion at the parietal contex. Wild mass-effect with parital effacement of adjacent context suits. No midline shift: No definite signs of hemorrhage:

No area of abnormal signal intensity is seen within the left cerebrat hemisphere or throughout the posterior foesa structures.

The ventricles are normal in size.

Impression:

Acute to subacute ischemic change with contral interest involving the right frontogarietal operculum to lateral parietal cortex.

Thank you for referring this patient to us for this examination:

Very truly yours,

STEVEN WONG, M.D.

EMPIT 5 Page Lot 5

From Porter, Lolina (lolina porter@wanu.net)
To: gscott890@bellsouth.net;
Date: Fri, August 12, 2005 1:00:49 AM
Ce: austin@collins-maury.com; arthinker@yahoo.com;
Subject: Thank Yould

Greg.

Once and for all, I want you to know that I am thankful for your hardwork, but please do let me exercise my right as a customer without words of "threat", because everytime I tried to negotiate with you, you are always concernations "what is to going to cost you?" and how you indirectly want me to be locked in to you ONLY; don't you know that if you ONLY; freely; you will RECELVE it a hundredfolds even without asking for it. God knows what you need even before you ask:

I may have asked you if you would do my loan should. I thought of purchasing the 5th property without Misty, (because I am already purchasing the 4th or even 5th with Misty's on it), so what's the big deal about that.

I willingly signed compacts with Misty on the first four or five, because I chose her as my agent, but I don't think you should judge me when I decide not to go with Misty to purchase additional proporties I. wanted to buy further down the road. I reserve my right to refuse to be serviced.

Lapologize if I had hurt your feelings, I didn't mean to, I am just trying to be a regular customer trying to be as wise as I could be. You don't need to bet that something will catch up on me someday, if it is God's will for me to be in a situation so be it, be if good on bad, I am not worked. We will only live once, and life is too short to be so worked about accessories in life. It is not about money you know, it is about establishing good relationship without expecting anything in return.

I came from nothing, therefore I am not straid to loose anything and everything God allowed me to gain in this world. I worked hard to get where I am right now, but it is not because I am good, but because God allowed me to. I will survive no matter what for as long as God will allow me to unit none of these properties will come with me when I die equities may help pay for my funeral but that's about it.

So. I hope we will still cross our path and you will have a good attitude at that time fowerds husiness deals; ham sure you are a good person, but you are taking it so personal, when your office can only give me one type of loan which is of no advantage to me, but because you want to sell it; you are forgetting what your customer really needs and the relationship you are building doesn't have the foundation yet. I think you should look into selling other type of loans as well so you can propose better deals than what OMAC is allowing you to offer. Just my 2 cents!

More power to you Greg and may God bless you.

Thank you.

KHBIT 5 Page 2 of 5

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Lollin for some reason you forget everything that you say. You need to realize that overything that you
 say and do has an end result. Could be good; could be bad. You sign contracts; make commitments and
then change the rules. Lolina I am glad I do not have deal with you anymore but I am sure this is has
 been your normal way to do business your whole life. I am glad it makes you reel better and bet some
 day it will catch up with you. This is just the troth Lolina so deal with it!!!!!!!
 > From: "Porter, Lolling" < lolling porter@warmi.net>
 > Date: 2005/08/11 Tho PM 07:00:27 EDT
 > To: <uscott890@bellsouth.jim>,
      <austin@collins-maury.com>
 > Subject: RE: RE: Got your GFF
 ۶,
 >Hi Misty/Grego
 > Lam getting confused. When did Ladmit that Lam purchasing the 5th
 > property? Can you please tell me when and who did you hear it from? I
 > ain getting upset at what I am hearing from you Gree.
 > This is not a mature dealings. Misty, I never said nor express I am
 > gesting 5th property; and if in case I do that is my business not
 > anybody's, but why would that matter to you Grog?. Despite that I met
 > Ronnie first through my cousin, I still brought in Misty in the picture.
 >1 thought I would like Misty to earn something from this, but with all
 these going on....now I will just about my door on those who cannot
 > comprehend what a good customer service should be. I hope everyone is a
 ≥ good sport!!!!
 > Thank you...
>Lolina
Ş.
>----Original Message---
> From: escott890@bellsouthiner [mailto:escott890@bellsouthinet]
> Sent: Thursday, August 11, 2005 3:44 PM
> To: Porter, Lossia
> Co: austin@collins-maury.com
* Subject RE: RE: Cor your GFE
> Just like the original deal you got with EW//That has been modified
> They also pay for your appraisals/// But you had to
> You addinitize to going behind Misty to Ronnie Tickie for a 5th purchase
> That was nice!!!!
> That I guess really shows your character! [1]!
> Well Eolina it lookslike you have really got a good deal from what you
> 9ay//
> So the Wa-Mu loan person is giving you a free loan////-
> That person must not need to be componsated for there hard work!!!!
```

TXHIBIT 5

```
> They do it for free.
> Well I am sorry that you would not except my offer to finance "7031.
> Harrold"
> I will be sad that I want be dealing with you anymore!!!!!
> But I will get by some howill!
> Check your faith and any and a second second basely
> Now!!!!
* **
>> Pront: "Porter, Lolina" < lolina, porteria wamu.net>
>> Date: 2005/08/11 Thu PM 06:01/38 EDT
>> Toi-<scott890@bellsouth.itet>
>> CC. Misty Austin (austin@collins-matiry.com)
>> Subject: RE: RE: Oct your GFE
>> Hi Greg:
وجروجر
>> I got the fax, and thank you for helping me out and thanks for letting
>> me know the door has been shot. I don't know why you are upset, but I
>> guess that is just your personality. Instead of being competitive you
>> decided to give up.
>> I got looked in today for 5.875% NO ORIGINATION POINTS NO DISCOUNT
>> POINTS, 13 year teen. NO PMI.
. F. F.
>> Have a nice day!
*
22 Thank you,
**>
>> Jolina
.ٰ<*<
*>
>> ---- Original Mossage ----
>> From: escott890@bellsouth.net [mailtonescott890@bellsouth.net]
>> Sent: Thursday, August 11, 2005 2:50:PM
>> To: Porter, Lollog
>> Subject: Re: RE: Got your CFE
٠
>> check your fax!!!
>> Did you think I was bluffing you about your credit report??
>> you are just about out of time!!.
>> Player, Player // Your playing on my field//
>> If its to tough throw in the towell-
>> I have aready closed 4-other investment loans this month and only the
>>11ff
>> Maybe your just smarter than those people
>> Or maybe those people have a better game plan
>> Or maybe you like to waist my time
>> Lolina you are own worst enemy
>> Hey this has been fun![][][
>> But guess what/// you just ran out of time///
```

Page 4 of 5

exhin e

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>> Yes I mean its over!!! The clock just stopped
>> The door has been shut//
>> I am sending you your turn down letter!!!!!
 >> Sorry, but have a great life.
>> Ba-By-Now!!!!!
 >>>
 >>> From: "Porter, Letina" < lolina nortenawami.net>
 >>> Date: 2005/08/14 Thu PM 04:30:08 EDT
>>> To: <gscon390@bellsoutcnet>
>>> CC: <austin@collins-maney.com>
>>> Subject: RE: Got your CFB
جرخ حر
>>> Fley Greg:
かりか
>>> Lam a player but just wanted to used all the good deals first if 1
>>> could, you know you will do the same thing if you were in my shoes.
>>>
>>>I don't want to waste your time either, but I ran my credit report.
>>> yesterday and it doesn't look like the same as the credit score you
>>got
>>> when you pulled it recently. I was hoping you would fax me a copy of
>>> when Lasked you yesterday, but I have not received it so that I can
>>> review.
بخجنة
>>> if you are also a player you would give me a good deal since Thave
>>> you I will be buying some more. Remember, with these Old Millington
>>> properties the seller is only crediting me 3% of closing cost and.
多掛鍵
>>> something Thave to keep an eye is on the remaining funds I have.
>>> With your cost, I think I will be able to come back to you when I
> have
>>> exhausted all the good deals that is being offered to me at the
> moment
>>> with my current qualification by other lending companies.
***
>>> Thope you won't closely our door on me as well
>>:
>>> Thank you.
ベベベ
>>> Lolina
\times
>>> --- Original Message----
>>> From: gscott890/abellsouth.net [mailtorgscott890/abellsouth.net]
>>> Sent: Thursday, August 11, 2005 12:58 PM
>>> To: Porter, Lolina
>>> Cet austin@collins-maury.com
>>> Subject: Re: Got your GFB
****
```

Print Fage 5 of 5

```
>>> Your clock is ticking // Time will corrout//
 >>> I know your still shopping! HI
 >>> rewn or eurout
>>> I do not have your updated doc's
>>> I have not ordered the appraisals:
>>> I am not playing with around this time
>>> You can see that I hope
>>> You have to pay to play in the lovestment game
>>> t-u a player
メント
5 8 3 B
>>>> From: "Porter, Loling" <lolina porter@wayne.net>
>>>> Date: 2005/08/10 Wed PM 07:01:30 EDT >>>> To: <a href="mailto:scott890@bellsouth.net">scott890@bellsouth.net</a>
>>> Subject: Got your OPE
为学兴兴
>>>> Hi Greg:
ڂڿڿڿ
>>>> I got the fax and geesez [111] 3% Loan Origination fee??????? You
> just
>>>> charged me 1% for the provious transaction. What was changed? is
>> this
>>>> due to 15 year term fixed. Is it because of the product type?
****
>>>> Hey, will you charged me 1% Loan Orlg Fee If I keep the Opt ARM?
シンンか
>>> Please reply...
ルグベル
>>>> Thank you.
***
>>>> Lolina
**>
糸パネベ
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本語学会
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Page 1 of 2

EXHIBIT SA

Prom. Lolina Porter (árdnínker@yahoo.com) To: bretimperter 721@yahoo.com; PORTEB@dcfs:lacounty.gov; Date: Wed, April 8; 2009 6:48326 AM Gc: Subject: Re: For Cashiers Check

For Aurora Loan pls send FedEx overnight— Aurora Loan Services Attn: Cashiering 10350 Park Meadows Drive Littleton: CO 80124

From: Lolina Porter <arthinker@yanos.com>; FORTEB@dcts.lacounty.gov To: Brett Porter

Porter of the county gov Sent: Wednesday, April 8, 2009 8:37:02 AM

Subject: For Cashiers Check

Hi Sweetheart.

Please go to US Bank and please get three Cashier's Check:

Payable to Countrywide Flome Loans
 Amount: \$2,816.95

Memo: 03/2009

7464 W Wilson Ave

2) Payable to Countrywide Flome Loans Amount \$2,260,42

Memo: 03/2009

- 508-510 W EIK

FedEx all Countrywide Cashier's Check to:

450 American St Strit Valley, CA 93065 A.T.N.: Zachary Harrod 505-520-5144

5) Payable to Aurora Loan Services

Amount: \$938.51

Memo: 04/2009

es Minhiffe on Lown municipal of the control of the

I will be the one to FedEx this as I don't have the address with me, at least just get the ... Cashier's Chack ready...

Your total Withdrawal from US Bank ArThinker Business Account.

Service Service

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EXHIBIT SA'

\$6,015,88

Thank you, 143,

Lolina

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EXHIBITS Page Lot 1

(pad included seamed does

From: Colini: Porter (arthinker@yahoo.com)
To: PORTEB@dcfs.lacounty.gov;
Date: The, April 28, 2009 12:19:28 Pivi
Cer
Subject: Fiv: For Coshiers Check

Not your fault, it was mine...

Forwarded Nessage —
From: Lothia Porter <arthinker@yahoo.com>
Too Brett Porter

Sent: Wednesday, April 8, 2009 6:37:02 AM
Subject: For Cashlers Check

Hi Sweetheart,

Please go to US Bank and please get three Cashler's Checks.

1) Payable to Countrywide Home Loans Amount: \$2,816,95 Mamo: 03/2009

2) Payable to Country wide Home Loans Amount: \$2:260,42: Memo: 03/2009 Loan

FedEx all Countrywide Cashier's Check to

450' American St Simil Variay, CA: 93065 ATTN: Zachary Harrod 950'-520-5144

5) Physile to Aurora Loan Services
Amount 5938.51
Memor 04/2009 Loans - 6131 Woodstock View To

I will be the one to PedEx this as I don't have the address with me, at least just get the Cashier's Check ready...

Your total Withdrawal from US Bank Afthinker Business Account to \$6,015.88

Thank you, 143,

Lolina

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EXHIBIT 5
NOT INCLUDED

From: Lolina Porter (arthinker@yahoo;com)
To: PORTEB@dcfs:lacounty.gov; porteb@dcfs:co.la.ca.us;:
Datter Tue, April 28, 2009 [2:17:50 PM:
Car
Subject: Cashier Check Issue

Hi Sweetheart,

The Cashier Check you sent to Aurora Loan Services has a different Loan Number on the memo, annou hold for almost 2 hours now With Aurora Loan Services as they try to research the check.

Girl They are foreclosing the property on me... amitrying to negotiate...

Just an FYI.

Lolina

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DAMMY

Page 1 of 2

From: Lolina Porter (arthinker@yahou.com)
To: renae himman@autorabank/sb.com;
Dater Wed, September 9, 2009 5:03:09 PM
Ce:
Subject: Commending Mr. Tony Headerson on Lean#

Dear Ms. Renae Hinman:

I would like to email you on how much I appreciated Mr. Tony Henderson for helping the out in getting all the financials accurately and getting me a Loan Workout to save my property in Tennessee with the Loan#

Thave been in contact with different Loan Workout representatives for the past 3 weeks at Aurora Loan Services, but none of them has the caring aftention, sympathy and sense of accuracy that Mr. Henderson has given me,

My husband recently had a stroke on July 10th, and I had never been late in my previous forbedrance agreement, just because I was late in getting my paperwork sent as I was in the hospital taking care of him, my property was set to foreclosure.

I did not want to foreclose on this property. I thank God that I called your office today and God put me through Mr. Tony Henderson and he was used by God to put our faith together in action.

I am emailing this to you that you may recognize him as someone who can be an asset to your office, as someone who setting a good example in saving people's homes. I hope that other Loan Workout Specialist would learn from Tony in dealing with borrowers who are in distress, stress, cannot sleep at night and are in agony of loosing their homes.

To be honest with you I have spoken to a couple of Loan Workout Specialists just yesterday who were not sympathetic, but were pressuring his and insisting that I will loose my home. That person actually had told me that there is no other solution to my problem or plans that can work out but to pay the entire delinquency. They both seem to be unhappy with the job their doing and therefore are not feeling the shoes of us "borrowers".

Today, Tony had set me up on a Loan Workout that had given me hope, peace and anticipation of seeing the gold at the end of the rainbow.

For me, Tony has made my life free from fear of loosing our property. He was very kind and compassionate. Very thorough and I strongly believe employees like him should become a leader in this field of Loan Workouts and Consumer Relations especially in this time of economic turnoil.

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Khang

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Please recognize his effort as I strongly believe him to be the right person for the job and even recommend him to become a leader someday so he can share his strategies on how to help the consumer while helping the bank as well.

He has mentioned to me in a lot of times "foreelosure is the last thing the bank wants", whereas the other representative I dealt with they are not practicing it in fact they are promoting foreelosure as they scare me that I will definitely loose my property if I don't pay the entire amount.

The representatives I spoke with has taken my financials over the phone but was so fast that they are entering the data in the wrong field of the system, the other one has taken my data from the excel sheet I send via FèdEx and yet entered the wrong information as well.

For example, I never had a credit card payment, never used credit since 2007, yet she put the value in the credit card line itehn. The accuracy when at the bottom of our conversation I tried to correct her, she does not want to correct her entries and went off and judged me using the entries she made. It was just disappointing to communicate with people that has no patience and is not happy to help.

I apologize for the long email, I am just so inspired to let you know how Mr. Henderson has helped me, because he believed in my ability to pay and accumulty entered the financial data I told over the phone which I can provide proof when asked.

Thank you for reading my email. May God bless you and your team.

Sincerely,

Lolina Moran Porter Borrower

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Auroro Loan Services

Mircountering of the social statements PHYSIC BOOSEOGIA + LANCTOSTESSES

MORTOLIF KORETSKIN

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tolina y doctes

Property Address: \$1.11 Foodstock View Dr Sillington vi 38053

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oble vorgent agreement is rede spriesbar 11, 2001, by and between abbital land SERVICES LIC ("Lender") located in 1817 College Land, Scottsbuff, NE 59181. and toling A Porter ('Customer').

historic, lander to the servicing opent and/or the coner and holder of a carrain fote faired 47-27-W, executed and delivered by Curiose, in the original principal asset of \$ 111,400 (the "lote"). The Note is secured by a mortgage, deed of truer or comparable security instrument opted W-1)-05. (the "security Instrument"), to the property located at the address specified above (the "Royarty"). The Note and Security Instrument are collectively defected to be the "Loan Collective Collectively defected to be the "Loan Collective Collect

NURSEA, Customer in in default under the line locuments; has infled to make payment of Bouldly installments of principal, interest, and estrony if any, and has incurred selfitional expanses adthériaed wider the Loin Domangte, revilling in a total direarege now due of \$ 14,899 ft. as note publicularly-speciforal-below.

departed numberly payment (s) of Prof. from 12-81-08 through and including 19-14-05 10,162,72 Accross Late Charges 116:23 ESS Cobigos .00 Legal Pees 3,201.52 Corporate Advances** 2,129,87 Char Fees 44 Wines Credit (suppose balance/partial payment) Total Asomit bye [the 'Accessage']

14,835,45

* FIFT' nears the monthly physica of principal, interest, and occasio.

- conless, for takes and injurance physical installments.

* Comporate Language Language, but are not limited to, property.

importion fees, property preservation fees, legal fees, irrectours fees and costs, appraisal fees, NFO (1.9, broker price opinion) fees, title report fees, recording fees, and subordination fees.

auxi Speed ACH Fees.

WIELD, as a result of Cictoper's default, Londer (i) has the right to accolorate, and to regard Confesse to sake impoliste inspent in fails, all at the spins exist order the line and secured by the security

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EXTRACT ?

Aurora Loon Services

मीर्डियोग के सिर्श्वताच्ये - भव्याच्ये द्वार-सेक्स्मित्राद्वाचीत स्वर्धना स्थित्याः क्लावस्थि स्वरूप

Page Fof S

Ecan No:

Instrument, (ii) has no accollerated and declaired due in full all such sums, and ([ii]) pay have directly consensed foreslowers proceedings to said the Property:

uniques, as of the date of execution of the largement, timest commenced foreclosure proceedings to sall the property or (A)10/1092 fore by legal (Alling in the county and state where the everyone) is located closure tale has been achefuled for 10/01/109:

hippes, custoner has represent lander's forbungance in exercising its rights and reachies under the descult provisions of the train projects and with regard to any foreclosure accion that way now be perding.

apprend, expressed has respected and bender has agreed to allow continues to repay the hyperistic purposed to a look work-out accomment on the terms out forth berain.

ten, ranseroso, in consideration of the propies and minel coverants herein contained, the peoples hereto agree as follows

- i, <u>destructed</u>. If the Circles was discharged in a Contest ? proceeding subsequent to the example of the took bookenes, tabler appear that the Circlese Will not have personal bisbility on the debo personal to this hardwind:
- 2. This coverence shall expire on the 'expiration Dibb.' as defined in Attachment A:
- 3. <u>Decisio Deflections</u>: Laider shall fordest from exercising any or all of its rights and receives are enleting or existing during the time of this decision under the Loan Landers, provided there is no "Default", as such tank is deliced in perspect. 5.
- 4. Customer's distinction, instinct adults and differs that any and all postponements of a foreticome sitle, made during the term of this histoment of in anticipation of this imprepart, are some by mural consent of the customer and tender and that, to the extent allowed by applicable less and months foreigned sets tally is placement from the customer has been existed from the foreigness from the foreigness and in consistent of the fall is unfor all obligation to disclose a position proposition until such that as all recess and conditions of this agreement and attachers, a have been fully performed.
 - 5. Jeres of Horkowi. Dee Stracksche A; indich is beide a gart beredf.

BAMBITT

Aurora Loan Services

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Mga-Jose 5

rom do.

6. Details. If Costinar Title to rate my of the placests operation in accomment a on the district and the drawns and the district and the drawns and conditions herein or otherwise falls to couply with any of the terms and conditions herein or therein (and such even became defined as a "Nataula"). Leader, at its sole options are terminate this appreciate strong further protoc to costinger. In coopyrate, all meanest that are then only under the Hotel the Security further made the Hotel the Security further and this arrangement shall be presidently due and payable, and tender shall be permitted to exercise any and all tights and tender provided for in the lost propents, lacinging, but not limited to insulate commensum of a forcelosure action of relapping of a prodict further notice to consider.

- I, the Educat. Northing contributed between chall completence a valver of our of the contact of results or results, including the right to delected our results between proceedings. Failure by leader to exercise any state or result upder this legender or as officialist provided by profitable less shall not be desired to be a waived their of the contact.
- if the pender previously notified the Contener achoevisages that if the pender previously notified the Contener that the account was in default, that the make and security instrusent off accelerated and the desir evidenced by the lotte is as in full, the econom recates in default; such team December recate accelerated, and such belt due in full, although Courese fay be priviled by low to cure such default by in the loan evidenced by more current rather than caying it in full. Leader a acceptance of any paperit from Contener which individually, are less than the total account due to such the Refault described herein shall in no may present honder transcended of such default, re-accelerate the loan, re-ison pay notice, or recome any present polor to bender proceeding with collection action, or require bender to re-mailty Customer of such default, re-accelerate the loan, re-ison pay notice, or recome any present polor to bender proceeding with collection action if chances before a capies that a foreelesses action if chances the leader acaties the loan proceeding with collection action if chances the leaders acaties to spicionic law. In the event customs before the foreigness of the foreign are the polar at which it has placed on bold, althout further actice.
- 3. Linked volification, succept as otherwise provided in this document, the late and socially instrudent, and any exculsion and children and shall relate in full force and effect.

I A typical example of this would be if Lendor decides the decept a partial of untimely payment from Customer listened of returning such payment for terminating this agreement provides decein, Lendor that not be precluded from rejection a subsequent partial on untimely payment, threinsting this director, or taking any other action partitled by applicable law.

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IV. ion handom of threeling. The paperts received by hender from distoric pursuant to this agreement shall be applied, at isoderic color option. First to the earliest southly believed under the falls that is due for mounts received by hender that are less that the fall payent under the due and raind under this agreement shall be, an paper's sold that due and raind under this agreement shall be, an paper's sold option. In revivous to nuclease, or (2) held by hender to purish or suspanse respect skience until sufficient sum is necessar by lender to apply a full payent. If this boroutent is reached and/or terminated for any reason, any restrict from the lift payent of suspanse payment balance shall be credited from the shall not be refunded.

11: Mathods of Articl Arcados. All paperute ands to Lindar Union tills decreased that! (1) contain the Linday's loss number shown along, [11] colors echerales agreed to be the Landay's loss number shown along, [11] colors echerales agreed to be the Landay, be paperule in exception toway order; or cartified check, and (21) he can to Author Loss bongains as agreed that he can to Author Loss bongains as agreed that the echerales of this paragraph and althought in about a small for the confidence to have been reclared by Landay. Although Linday may, in its sole alienselve, acting to account one confidence of the canados of the confidence of the confidence. Although Linday may, in its sole alienselve, acting to account one confidence of the confidence.

ii. Oregic Resorting. The begand status of Customer's loss in existence limediately prior to exclution of his Agreement will be reported country to all chadit reporting sugarded for the durablish of this Agreement and this agreement as deliminated if the loss is not paid our only under the boso Discussion, when it customer makes the loss Discussion, when it customer makes thereby payeauts to resolve under this Agreement. However, lender may discusse that the forecast is land responsible to which the loss that the forecast is land responsible to which the day reporting of the delimposmon studies of loss openings.

It. Property payls, insurance, and other language. If Costoser's light is not excrement for takes and insurance obtains asymptes, it is custoser's responsibility to pay all property takes, premiess for insurance, and all other exemits custoser agreed to pay as required under the terms of the twen boundeds. Custoser's failure to pay property takes, expends exed an any emilot lien ascurity instrucent, other andones that any citain priority over the security instrucent, of insurance premiuse, in each case before their due date, \$4311 entertions a negatity herecomen.

14. The profess accessors, this agreement was south all of the profess. South all of the profess. Southern agreement, confictions and underconflings between the profess hundre with respect to the subject water large. This agreement superceion all prior industriabilities, beforehears of conflictions, express on implied, out or written, with respect thereto except as contained or felerated to be seen this appropriate pay not be associated activation, discharged or terminated graphs only by an instrument in writing.

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a.! For purposes of repayment of the Arrestand, Conform That their of \$1305.08. on or before (09/15/2009, Jacob on their all the conformations of \$1305.08. on or before (09/15/2009, Jacob 9 monthly payments much in the amount of SLVIG. 10. (excs. a splan garagnes) in accordance with the chieffile sed forth in cargraph and below. In iddiction to the Max payments, Common which remiers likely payment in the annual of \$1335.60/1000 led from manually on the date set foith in friegraph's 2 bakes.

on di lipitoria 1971/1988 (ille "ligrepalat; debuto data"). Continue shall execute and record the Agreement, including this Acceptant to in accordance with the following instructions:

pownlobe Wail: autora tong Services 7017 College Park ecotteblect, AR 69361

INFO Walls durota coan Services attentions logs Altigation. Attention toes Attinguion \$11 ma .0.4 Schrightafe, \$2,49163-1766-

The Agreement with he of no force and effect unless lender recolves the elecuted correspond; including abtaches to an well as the flick Plan payment by the Agreement Bernen Dete: Customer shall result to bender the first Plan payment, in the except specified above, and payment to hindre team samples in confilled finds by separa of cashing a check, acres order. Restand Union loads tilty: iluff, kill, of certified crees. All Nam physicis, including the first Plan payment, shall enorgin the Lender's loan prober sign in the agreement and, volume athervise agreed to by the bender, shall be payable in certified funds as described above and are to bo sent to Lender's Payment Processing Center in accordance with the following instructions:

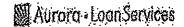
Corraighe Mail: ancora Gert Services Attention: Cashiering 10150 Park Readons Drive Marieton; OR 80124

MES. Mail autora bean Services Attention: Cashiering P.O. Box 5180 Penver, CO 80817-5180

- a. I plan paywents are to be paid on or before the litch day of every would. Leader west becelve each flan payment by the 15th day of each south. The Bellion payeout described in paragraph a. I above must be replaced on or before. 01/15/10. The Agreement shall expire on the date the salloon payment is due ("the Expiration lete").
- In the event incroier cores the Arrestage by making all flagcapeanies, and the follow payment, on or before the replication paper, and is correct with the payments that due, and no default than exists under the foun boussents and the Appreciate, languar should consider the late and separate instrument to be too content. and in affect according to their original terms and conditions. Kontaly account statements that Cistomer shall receive thereafter co like transcribing the regular modely physicis regular which will reflect a regular modely payment arount. Contract expression like it is a regular modely physicis regular across will reflect the like it is a regular modely physicis regular across and like it is a regular modely physicis and a regular modely physicis and a regular modely physicis and regular modely physicisms are regular modely physicisms.

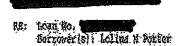
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Segiesbeio 14, 2009



Property Address: 6131 Biodetock View dr Hillington Vi. 19057

inducation or 7255, ordin and office current

Dear Customer(s);

this Adambia supplements the Attached Latter,

Beliar is a devailed idealization of the anguld fees, costs and other draiges one on the above-reperantal look.

issorionian Onusii Baleage Senkruptor Attorney Fee \$650,00 Staturky Court Fees \$150,00 Staturky Court Fees \$1,237,67 Societosure Fees \$1,237,67 Societosure Fees \$1,237,67 Societosure Fees \$132.00 Frozerty Value Fee \$150,60

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the bita. Due to adjustments that periodically occus to too and insurance presion represents, only it applicable. In interest rates on adjustments on the course of an extension and at the course of an appearance much as this one it is possible that some adjustment to the regularly scheduled monthly payments under the hore may occur which could insufe the cuiterof the hiradians. Coursely noting that the cuiterof the hiradians. Coursely noting that the cuiterof the distant may be decreased to the Bellian payment that all be distant in the experiency to the Bellian payment that all be distant in coursely the hore and fecunity her transmit and he considered further until Conference has paid any hillingal aspects required to cure the adjustments required to cure

ik allends executed as of the parties berefo fave pained this detection to be duly executed as of the date logic telegraphics.

Ontain All VIII to the date logic telegraphics forces.

Suppre both Services.

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Print ...

EXHIBET &

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From: Loime Porter (arthinker@yahoc.com)
To: renee himman@aurorabahkfib.com;
Date: Tue, September 15, 2009 2:14:28 PM
Ce:
Subject: Inquiry on Loan Workout Documents.

Dear Ms. Hinman:

I just received today the loan workout/forbearance agreement that Tony Henderson (PL6A1) had sent me, I just have a question on one of the agreement items. How do I get hold of him, or how do I go about clarifying items in this document?

Lean be reached at 818-571-9092 (cell) or landline 818-548-7586.

Please help as my deadline to fax this back is today as well, I just want to clarify one item.

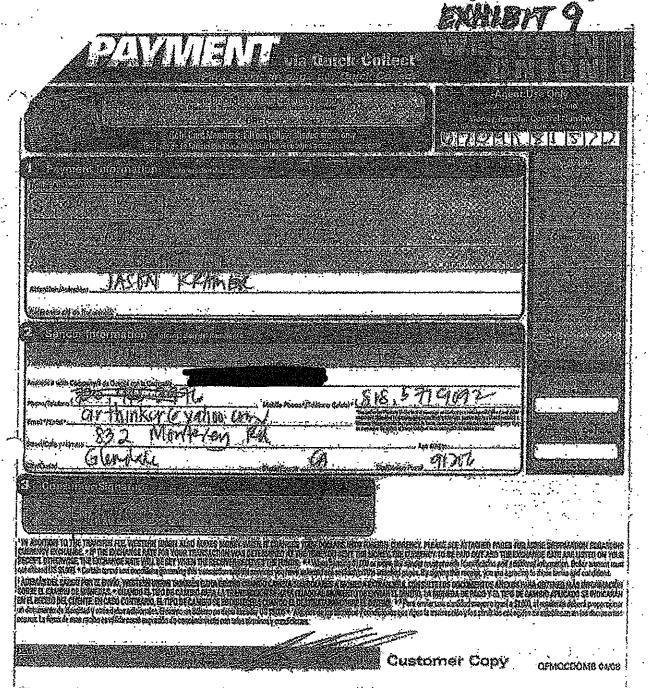
I would really appreciate your help on this matter:

Sincerely;

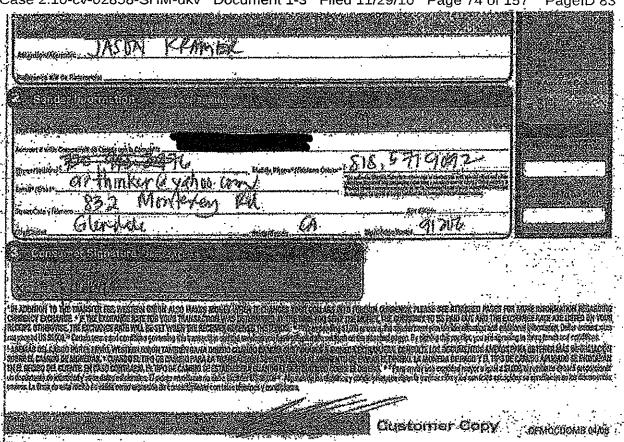
Lolina Porter

- 6131 Woodstock View Dr. Millington, TN 38053

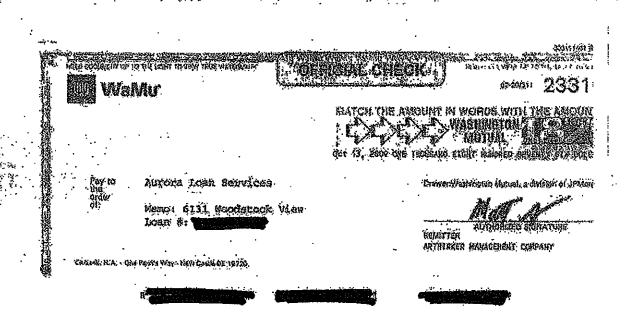
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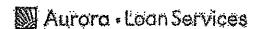
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October 28, 2009

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glendeje Ce-91106-913d 635 Menteren Rd Celbua M Porter

RE: Loan No.

Dear Customer(s):

As requested, Aurora Loan Services has reviewed your mortgage loan for account for possible loan workout options. Unfortunately, your remest has been denied for the following reasonts:

No did not receive all payments required under your forbearance agreement

if your current financial situation changes or you are able to provide additional information that you believe would affect the decision to deny your lean workbut request) please provide that information vititin If days of the date of this letter. However, if a guly noticed foreclosure sale has been scheduled documentation must be received by Aurora Loan Services to later than 5 pusiness days brief to the foreclosure sale days.

As of the date of this letter, your request for a Loan workout option is considered closed. To discuss the status of your loan and any amounts that may now be due; please call 1-800-550-0509.

You should be aware that any pending foredlosure action hav be impostately resumed from the date of this letter. No new notice of default notice of intent to accelerate newfor of acceleration, or similar notice will be necessary to continue the foreclosure action. If you do not bring your loan subject appeals to the foreclosure action will resume from the point at which it was suspended without further notice:

If you can being your loan current or if you have any questions concerning this letter, please contact Aurora toan services at the address given above or by calling 1-800-550-0508. Please are now to save your home!



ALLEGARITHMS SERVICES VILL

12-12020-mg Doc 10451-1 Filed 12/07/17 Entered 12/12/17 17:14:08 Exhibit I Pg 81 of 156 Case 2:10-cv-02858-SHM-dkv Document 1-3 Filed 11/29/10 Page 77 of 157 PageID 86

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M Aurora · Laan Services

2617 COLLEGS PARK + P.O. BOX 1706 + SCOTTSBUJFR, MB 69363-7408 PHONE: 800-560-0508 - FAX: 303-728-7646

Loan No.

Page 2 of 2

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

Office of while Supervision Consumer Response Unit 1790 G Street, My Washington, Do 20552

Sincerely.

Loss Mitigation Aurora Losn Services

Autora loan Services is a debr collector. Aurora loan services is attempting to collect a debr and any information obtained will be used for that purpose. However, if you are in bankruptcy or received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt against you personally; but is notice of a possible enforcement of the lien against the collateral property.



AUKSÍKÁ (ČADASÍKVALY) 110

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l'rint:

Page 2 of 3

Range flying

Frein: Löfina Porter <arthloker@yahoo.com> To: Justin Galser@akerman.com Sent: Tue, February 2, 2010 2:38:58 PM Subject: Re: FORECLOSURE DATE is on FEB; 4, 2010 on Logn#0021460589

Atty, Balser

Another accusations, Aurora Loan sent in the payment of \$1,876 on October 2009;

That was not true. Ms. Alicia Hodson was in a recipient of that Fedix document containing my cashler check amounting to \$1,876.00 and is letter requesting her to explain to me why there is a balloon payment in the Repayment Plan agreement that was not discussed to me verbally by Tony Henderson who approved me for this Repayment Plan. Mr. Tony Henderson even told me that after payment of \$1,876 that I should get caught up and will resume my regular payment of \$605.00 (depending on interest rate) by end of that 9 months.

Ms. Alicia Hodson failed to post that gayment, hence the Aurora Loan Services does not have a record of my payment which in truth it was reselved on time per FedEx proof of Tracking and Cashier Check copy. I called Ms. Hodson, a casked her what happened to my payment; she said she will researched and I never heard as a from her. I had to call her again, and she just told me that it is already posted. However, they mark it as ME WHO BROKE THE LOAN WORKOUT. This is not FAIR.

Please explain to me the result of the research of the cashier check that was ATTN, to Ms. Alicia Hodson. Did she just not post the payment in purpose? why? is it because she wanted me to really fall this agreement?

Please ask Aurora Loan why my payment did not get posted in October 2009 and why I am accused that I broke the loan workout during that I time. I have a letter they sent me accusing me that I broke the loan workout which a large been erased. I do not deserve to be accused of something I did not do.

Looking forward to your reply on my above a quiry because I felt fraudulently accused with projudice.

Thank you.

Sincerely,

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10/19/2010

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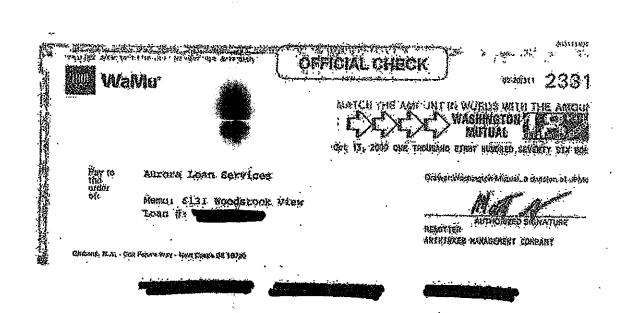
Shipper CLE US

Thank you for choosing FodEx Express.

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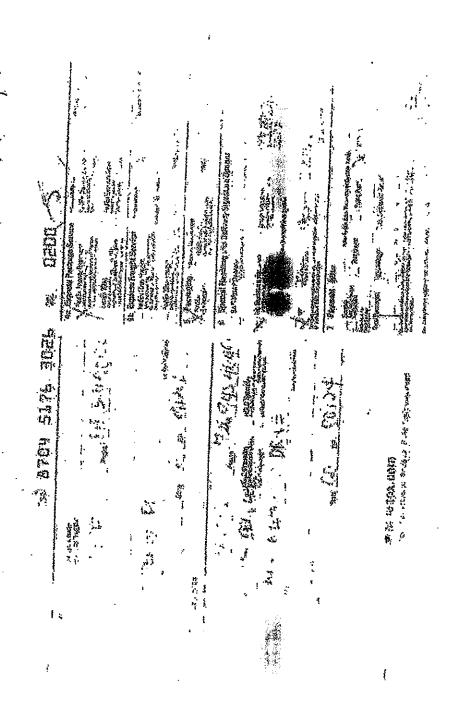
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Page 1 of 2

To whom it may concern:

T got an email from this attorney that I do not dualify for a loan workout or loan modification, whereas, last Thursday my counsel spoke to some in HOPENOW Team and according to Tony my file is currently being reviewed for most author and had asked me to call on Tuesday (which is tomorrow) to make sure they provide the foreclosure on Feb 4, 2010.

I am again confused as to what to believe weese let me know if HOPENOW Team is still reviewing my file for loan modification.

Thank you in advance:

Sincerely,

Lolina Porter

From: "Justin balser@akerman.com" < justin balser@akerman.com>
From: "Justin balser@akerman.com" < justin balser@akerman.com>
To: artifinker@yahco.com
Sant: Mon, Fabruary 1, 2010 12:51:59 PM
Subject: RE: FORECLOSURE DATE is an FEB. 4, 2010 on Loan # Comment of FORECLOSE this home, but I was accused wrongly...

Ms. Porter:

As I have mentioned to you before, Aurora Loan Services has retained me to represent it concerning your loan. However, you continue to email Aurora employees despite my instruction not to contact Aurora directly as it is represented by legal counsel. Please do not send any further emails to Aurora concerning your loan. I appreciate you understanding in this regard.

I will resterate that unfortunately you do not qualify for a loan workout or modification on this rental property in Tennessee. The reasons for this denial have been explained in prior communications. You have now presented to Aurora a financial statement (emailed today) that you prepared after, as you describe, you "let" two California properties go to foreclosure. However, this does not in qualify you for a lean workout or modification concerning this loan. Aurora is unable to confirm any of the information presented in this self-prepared financial statement.

Justin D. Balser
AKERMAN SENTERFITT us
The Kithredge Building
\$11 Stateenth Street, Suite 420
Denvey, Colorado 80202
303.260,7712 (Office)
303.260,7712 (Office)
303.260,7714 (Pacsimile)
Efficit justin belser@akerman.com

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Page 2 of 2



-www.ekeconn.com [Bio [V Card]

CONFIDENTIALITY KOTE: The information expansive to this arismittion may be appreciately an entire that the second controlled and the controlled and con

CIRCULAR 200 POTICE To comply with U.S. Treasing Deposition in of IRS regulations, we pur complied to obtain you that, onless expressly stated otherwise, any U.S. Region be admitted in the uniquity of sold located or written to be used, and critically any grosse for the purpose of (1) avoiding privative under the U.S. Internal Reverses Code, of (1) promoting instituting of featuring purposing party any any angular indicated in this c-utail or unique understand in this c-utail or unique understand in this c-utail or



From: Lolina Porter (arthinker@yahçio.com)
To: justin balser@akerman.com;
Date: Wed, February 3, 2010 9:58:46 AM
Ce: Elizabeth Santoro@aurorabaukfib.com;
Subject: Re: FORECLOSURE DATE is on FEB: 4: 2010 on Loung

Atty. Balser:

I still have not heard from you at this point, I will have my counsel Liberty Law Firm represent me effective immediately.

Sincerely,

Lolina Porter

From: Lolina Porter <arthinker@yahoo.com>
To: Lolina Porter <arthinker@yahoo.com>; justin balser@akerman.com:
Cc: Elizabeth A Santoro Aurora Loan Services <Elizabeth Santoro@aurorabankisb.com>
Sentr Wed, February 3, 2010 8(45)25 AM
Subject Re: FORECLOSURE DATE is on FEB. 4, 2010 on Loan #

Atty. Balser

I have not fleard from you until now on what were those four (4) broken loan workouts that Aurora Loan Services are according me of and in which they based their decision not to allow me to offer a cure of default on the home loan#

Please note -

Borrowers Right to Cure (THLPA, Section 4): affords borrowers the right to cure a default on a high-cost home loan up to 3 days before foreclosure; Requires that actual notice of right to cure be sent to borrower.

Also, the second mortgage lender on this property was not even formally informed by the lender of the foreclosure date.

I have not received a Notice of Right to Cure. All I got was information that there is no more cure.

Please get back to me before the foreclosure of this subject property takes place tomorrow, February 4, 2010.

I look forward to hear from you Attorney Balser.

Thank you,

Lolina Ponter

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Page I of 4

EXHIBIT/45

From: Santoro, Elizabeth A (Elizabeth Santoro@aurorabankfsb.com)
To: orthinker@yahoo.com:
Date: Mon, September 21, 2009 11:57:28 AM
Ee: Jason, Craner@aurorabankfsb.com; ANNFRIEDMAN@allstate.com;
Subject: RE: El Ame - please help ASAP

Ms. Porter.

Please see the payment spread sheet breakdown we sent to you. We have not had forced placed hazers theurence on this loan since 2000, the first payment was made on March 21, 2008, the next payment was made on June 30, 2008. Once we received proof of Insurance both the payments were refunded to your escrew. We again had to force place insurance on 08/17/09 because we do not have proof of current coverage. Please provide proof of a current hazerd insurance policy as soon as possible and we can have the forced place. Insurance removed.

I think you are confusing Hazard insurance with PMI (principle mortgage insurance); this not something that can be removed. Tax and PMI are the only debits out of your exclusive account until we had to force place the insurance in September.

We show that the eighed payment plan was received by our office today, please confirm that the centified check for the down payment has been sent. If we do not receive the down payment in full by the end of the day. Sentember 25, 2009, we will be forced to proceed with the foreologue sale as scheduled on October 1,2009.

Please contact ma with any questions you may have and provide the proof of insurance as score as possible.

thank your

Elizabeth Santoro

Bigh Risk Business Lingshon/Escalation Tagna
Autora Loan Services LLC

10150 Park Mendows Dr. 1st floor

Linleron, CO:80124
phones: 720,945,4650

Park 866,929:1785
ultrabeth santorowaniorobani-feb.com

Risess consider the autorabani-feb.com

Aurora Loan Services is a debt collector. Aurora is attempting to collect a debt and any information obtained will be used for that purpose. However, if you are in bankruptcy or received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt against you personally, but is notice of a possible enforcement of the lien against the collectaral property.

From: Lolina Poiter (malitotarblinker@yahoo.com) Sent: Friday, September 18, 2009 3:44 PM To: PRIEDMAN, ANN Subject: Re: HI Ame - please help-ASAP

Hi Ame.

http://us.mg2.mail.yahoo.com/de/launch?.gx=1&.rand=5gga95kqm5mra

10/21/2010 ----

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Print:

Page l'of I

EXHIBIT IS

From: Cramer, Jason W (Jason, Cromer@aurorabankfsb.com)

To: ARThinker@yahoo.com;

Date: Thu, September 17, 2009 4:44:24 PM;

C¢:

Subject: Documents from Aurora Bank FSB

Documents from Aurora Bank FSB.

This message is intended only for the personal and confidential use of the designated recipient(s) named. If you are not the intended recipient of this message, you are hereby notified that any review, dissemination, distribution or copying of this message is strictly prohibited. This communication is for information purposes only and should not be regarded as an offer to sell or as a solicitation of an offer to buy any financial product, an official confirmation of any transaction, or as an official statement of Aurora Bank FSB. Email transmission cannot be guaranteed to be secure or error-free. Therefore, we do not represent that this information is complete or accurate and it should not be relied upon as such. All information is subject to change without notice.

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exilait/6

Front: Lolina Penter (arfalnkc/@yahoo.com):
Tor elester@LOGS.com; michelewestem@bigriver.net; jerrydavidson@earthliak.net;
Date: Thu, October 21, 2010 8:3322 PM
Cer arthinker@yahoo.com;
Subject: Re: Fedex Tracking of the Return Check to Autora Lom Services/6131 WOODSTOCK.
VIEW DRIVE:

Corea,-

Just to inform you that we have not received any payment from Aurora Loan Services as promised as of this time. CA time is 70%:

Please send me a tracking number.

Thank you,

Lollina HÖA Adrillalstrator for Woodstock Hills Association Managed by Arthinker Property Management

From: prvi=903041768=clesser@LOGS.com (melito:prvs=903041769=clester@LOGS.com) On Behalf Of Corea.
Lester
Sent: Thursday, October 21, 2010 9:49 AM
To: Lolina Poner:
Oc: Michiele Beyersdorf, jerndavidson@sethilnk.net
Oc: Michiele Beyersdorf, jerndavidson@sethilnk.net
Subject: RE: FedEx Tracking of the Return Cheek to Aurora Loan Services/6131-WOODSTOCK VIEW DRIVE

Hello Lolina,

The seller has overnight check to your office in CA, please make sure that you provide us a copy of the release of lieu or a letter with your signature stalling that you received payment in order for the buyer's alterney to proceed with closing this property before the end of the month. Thanks for your cooperation in this matter in order to expedite this closing in a limity manner.

Corea Lester

REO Closed REO Department

Shapiro & Kirsch, LLP

Member of the Famile files Refelred Attomey Network (TN)

6055 Primacy Parkway Suite 416

http://vs.mg2:mgil.yahoo.com/do/humch?.gx=1&.cand=5gga9bkqm5mm

10/22/2010

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EXHIBIT 16

Memphis, TN 38119

M-F 6:30-5pm

Work: 901-260-6963

Pag 901-273-2536

For escalated issues, please contact my manager, Scadella Muatee et smcatee@koas.com

We must receive signed does by small or fax immediately after closing or the seller will require the property to re-close. Funds also have to be wired, ASAP.

Pursuant to the Fair Debt Collection Practices Act, you are advised that this office is deemed to be a debt collector and any information obtained may be used for that purpose. Confidentially Notice. The information containing in this e-mail is intended solely for this use of the named addresses and may contain legally privileged ariding benindential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is sticily prohibited. If you have received this e-mail in error, please immediately notify the sender by replying to this e-mail or through the contact information above, then permanently delete the original and any original and any printput thereof.

From: Lolina Porter [mailto enthinker@yehoo.com] Sont: Wednesday, October 20, 2010 4:26 PM To: Corea Lester

Subject! Re: FedEx Tracking of the Return Check to Aurora Loan Services 6131 WOODSTOCK WEW DRIVE

My contact number is 901-347-0372 or 818-571-9092. Peak see you are calling but the signal here in TN is bad...

From: Corea Lester <clester@Locs.com>
To: Lolina Porter <arthlinker@yatroc.com>
Sent: Wed: October 20, 2010 2:22:12 PM
Subject: RE: FedEx Tracking of the Return Check to Aurore Loan Services/613:f WOODSTOCK VIEW DRIVE

Please provide your contact number. Thanks!

Corea Lester

REO Closer/ REO Department

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Shapiro & Kirsch, LLP

Member of the Farmle Mee Retained Attorney Network (TN).

6055 Primacy Palkway Suite 410

Memphis, TN 38119

M-F 8:30-5pm

Work: 901-269-0963

Fex: 901-273-2536

For escalated lessues, please bunded my manager, Scauella Monterat smealea@loos.com

We must receive signed does by email or for immediately after closing or the seller will require the property to re-close. Funds also have to be wired, ASAP.

Pursuant to the Feir Debt Collection Practices Ast, you are advised that this office is deemed to be a debt collector and any information chained may be used for that purpose. Confidentiality Molice. The Information contained in this e-mail is intended solely for the use of the named addresses and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail, you are hereby notified that any dissentination, distribution or copying of this e-mail, and any attemptions thereto, is sircily prohibited. If you have received this e-mail in error, please immediately notify the sender by replying to this email or through the contact information above, then paymenently delete the original end any copy of any e-mail and any printout thereof.

From: Lolina Ponter (mailtotarthinken@yahoo.com) Sant: Wadnesday, October 20, 2010 3:48 PM

To: Corea Lester

Subject: Ret FedEx Tracking of the Return Check to Autora Loan Services 6131 WOODSTOCK VIEW DRIVE

Hi Corea,

That sounds great. Please make sure they make it payable the following and overnight to the address below:

PAYABLE TO ARTHINKER PROPERTY MANAGEMENT

Please call me....

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EMBAT 16

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EXHIBIT 16

Page I of L

From: Corea Lester (clester@LOGS.com) To: arthinken@yalico.com; Date: Wed, October 20, 2010 11:1 [:03 AM

Subject: RE: FedEn Tracking of the Return Check to Aurora Loan Services/6(3): WOODSTOCK VIEW DRIVE

Hello Lolina,

Per the closing coordinator advise me that she should have an update from the saller today. I will update you as soon as I hear something back. Thanks for your sooperation in this matter.

From: Loling Porter [mailto:arthinker@yeheb.com] Sent: Wednesday: October 20, 2010 12:46 PM To: Corea Lester

Subject: Re: FedEx Tracking of the Return Check to Aurora Loan Services 6191 WOODSTOCK VIEW DRIVE

HI Corea,

Any news so fac? I gotta get back to my family in CA. I connot wait frere for a long time, they must pay the HOA

Í gót lo gét an anawer by 2pm today at least. Please let them know.

Thank you,

Lolina

From Corea Lester Kolester@LOGS.com> To: Loling Porter serthinker@yatloo.com> Sent: Trie, October 19, 2010 1,35:46 PM: Subject: RE: PadEx Tracking of the Return Check to Aurora Loan Services/6131 WOODSTOCK VIEW DRIVE:

Hello Lolina,

Per closing coordinator:

We are waiting on approval from the seller. I should have something by the end of the day.

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EXHAT 16

Page (of 4

From: Lolina Porter (arthinker@yshoo.com)
To: elester@LOGS.com;
Date: Fri, October 15, 2016 3:22:05 PM
Cel-

Subject: Re: UPS Delivery Monfication, Tracking Number, 1ZA590X30157164140

Again, Corea, had Mr. Davidson (the realtor) had returned my call and worked with riox and involved HOA from the start of this transaction, there should not be any delay, and this transaction should have been a smooth closing.

It is hard to chase someone to pay HOA dues... I am not a collection agency. I am just doing what I am suppose to do as HOA Administrator.

Triank-you;

Lolina

From: Lellria Porter <arthinker@yahoo.com>
To: Corea Lester <clester@t.0GS.com>
Sent: Fri, October 18, 2010 3:17:39 PM
Subject: Re: UPS Delivery Notification, Tracking Number 1ZA590X30197164140

The by-laws are OK now, it has been researched and the HOA is a valid HOA whether it is jecorded or not as long as we the members of the HOA are aware and has been disclosed a copy of it.

I will give the copy of HOA via mall to Aurora Loan Services:

What do you mean split the total amount in half? Who is going to split? the seller and the buyer?

Corea, as long as HOA gets paid for what was owed, then we will release the lieh. The total amount of which is now at \$3,220+.

Please let me know if they have malled the check already so I can immediately deposit it and once it dears then we will release the lien.

I am just doing my job.

Thank you,

Lollria

From: Corea Lester
To: Loline Porter
Sept: Fri, October 15, 2010 3:08:49 PM
Subject: RE: UPS Delivery Modification, Tracking Number 17A590X30197164140

The seller is requesting the by laws and also seller has agreed to split the lotal amount in half,

Corea Lester REO Closer/ REO Department Shaptro & Kirschi, LEP Member of the Familie Mac Retained Attorney Network (TN): 8053 Primacy Parkway Sulle 410 12-12020-mg Doc 10451-1 Filed 12/07/17 Entered 12/12/17 17:14:08 Exhibit I Pg 104 of 156 Case 2:10-cv-02858-SHM-dkv Document 1-3 Filed 11/29/10 Page 101 of 157 PageID 110

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EXMBIT 16

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Memphis: TN 36116 M-F 6:30-5pm Work: 901-250-0963 Fex: 901-273-2598

For escalated issues, please contact my manager, Scadella Mcalee at smosterology com.

We must receive signed does by email or tax immediately after closing or the seller will require the property to re-close. If mids also have to be wired, ASAP.

Purstant to the Fair Debt Collection Practices for, you are advised that this office is deemed to be a debt collector and any information obtained may be used for that purpose. Confidentially Notice: The information contained in this e-mell is intended solely for the use of the named addressee and may contain legally phyliciped, and or confidential this middle or driving of the intended recipient of this e-mail, you are hereby notified that any dissemination, distribution or opying of this e-mail, and any attachments thereto, is strolly prohibited. If you have received this e-mail in error, please immediately notify the sender by replying to this email or through the contact. Information above, then pernanently delete the original and any copy of any e-mail and any printout thereof:

From: Loline Porter (maillolarihinker@yahoo.com) Sent: Friday. October 15, 2010 4:58 PM To: Corea Lester Bublect: Re: UPS Delivery Notification: Tracking Number 1ZA590X30197164140

Cory,

We researched it again, and it was found on the "Return to Sender" file and it is on the way back to Aurora Loan Services, we cannot deposit this check because the payer is wrong. They were given an invoke and one Instructed to make it payable to Arthinker Property Management!

Please have them replace this check with updated amount based on the Ociober Involce sent via US Certified.

Thank you.

Lolina

From: Corea: Lester <clester@LOGS.com> To: Lofina: Porter <arthrobor@yatioo.com> Sept: Frl, October 15, 2010 12:39:26 PM Subject: FW: UPS Delivery Nolffication, Tracking Number: 12A590X30197164140

Please road message below is the tracking if showing that HOA payment was received by your office on 09/27 and there should have been no reason for your office to file a flen.

From: Siegel, Rechel B [mailto:Rechel Siegel@lpeves.com] Sent: Friday, October 15, 2010 2:26 PM To: Corea Legier Co: Trevathan, Leuren M Gublect: FW: UPS Delivery Notification, Tracking Number 12A690X90197164140

Corea: can you call me when you get this email?

Below is the confirmation that they received on 9/27-same day they filed the lien.

Fröm: Wasmer, Danielle Sent: Friday, October 15, 2010 1:23 PM To: Slegel, Rachet R Subject: FW: UPS Delivery Notification, Tracking Number 1ZABSOX30197164140 12-12020-mg Doc 10451-1 Filed 12/07/17 Entered 12/12/17 17:14:08 Exhibit I Pg 105 of 156

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From: UPS Quantum View Intelligente-notify@ups.com/ Sent: Monday: September 27, 2010:10:44 AM
To: Washer: Parielle
Subject: UPS Delivery Notification, Tracking Number 12A590X80197164140

inggo removed by sender. UPS

***Do not reply to this e-mail. UPS and LPS Asset Management. Solutions will not receive your reply.

At the request of LPS Asset Management Solutions, this notice is to confirm that the following shipment has been delivered.

Important Delivery Information

Massage from LPS Asset Management Solutions: ALS30, 380

1ZA590X30197164140 Tracking Number: Delivery Date / Time: 27-September-2010 / 8:56 AM

Delivery Location: RESIDENTIAL. Signed by ERENT

Shipment Detail

Ship To: Woodstock Hills 832 MONTEREY RD GLENDALE CA 91206 ÚS

Number of Packages 1 NEXT DAY AIR UPS Service

Shipment Type: Letter Reference Number 1: Accounting

2rr2fr2y8Bj2L9.

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Page Lot 5

ENNIBIT 17

From: Loima Porter (arthinker@yalico.com)
To: foreclosure@weiss-spicer.com; reinstatements@weiss-spicer.com;
Date: Thu, January 28, 2010 9:00:06 PM
Cc:

Please help I do not

Dear Mr. Arnold Weiss:

I am forwarding to you the small I had sent to Aurora Loan Services out of desperation, I do not want to loose this home to foreclosure Sir. Please hear me out first and hoping you would help make this home.

I finally got it rented in August 2009 after suffering from a tenant hired by the previous staff of Jack Tickle Company, which did not pay up to \$14,000 in rents. I had to take over the management and evicted the said fenant, the court decided a final judgment of said amount to be paid by the tenant, but until now did not even pay a dime. This is the start of my struggle in 2008. On January 29, 2009 I got laid off from Washington Mutual as a Software Engineer. I lost about \$4,100 in monthly job income:

Then on July 2009, my husband suffered from a Ischemic stroke. He is on long term disability at the moment, he is improving, however, our income got reduced furthermore until this coming month of February where Long Term Disability got approved and he should be receiving 60% of her current grass income.

In August, I finally was able to rent it to a preferred tenant for \$1,025 and they have been paying on time. I would like to seek your help since you are the Trustee to please allow me to keep this home because the bank does not want to give me anymore work out and has been accusing me that I broke four(4) loan work out arrangements which were not all true. As far as I know they are circumstancial, one of them was that my husband got a cashier's check and the bank mistakenly type in a wrong loan number in the check, after I was notified I was able to correct the incident. The second was when my husband had a stroke and I did not know that they had requested some documents from me by mail to update my finances, but I was at the hospital for almost 3.5 weeks in July, on top of 2 kids that I have to take care of. When I get to the mall in August, I called Aurora Loan and they had already closed the file and did not want to work with me anymore.

The only instance that I had purposely broke was this last December 2009, I been asking the bank to explain to me why they have added so much charges, but they never got back to me, nor explain in writing what are those balloon payment. I decided to pay the regular payment that month to get their attention.

Today, I had inquired from Aurora Loan Services what I am owing in delinquencies and they fold me that I owe \$11,229,92. They said that they could not work with me anymore as again due to the accusations that I had broken four (4) loan workouts.

Please let me know Sir, what do you think I should do to keep this property. My regular

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EXHIBIT /7x.

payment is \$605 per month, and I am willing to pay the entire rent I am receiving until I get caught up which most likely within this year or even earlier.

I owned 4 other homes next to this property with Bank of America as my lender, and Bank of America had allowed me to modify all of them from Option Arm loans into 6.00% interest only.

Tam begging you Sir, as we have put our retirement money into this homes as well.

I am praying that you would give me a chance and help me stop the foredosure on February 4, 2010.

i can be reached at 901-347-0372 or my cell at 818-571-9092, my email is arthinker@yalloo.com.

Once I get back on my IT job, I should at least get caught up with all my delinquencles in a speedy manner.

Please also find my Financial Statement that will show you my proposed monthly payment that I can make my account quirent in a period of time. I will make more payment as I get extra per month.

My goal is to pay the delinquency of \$11,229.92 within this year and make my monthly payment current as well, I am weeding out some properties that are not performing and I already have surrendered 3 of them as of this month, Hence, I did not include them in the list of properties that I am obligated to pay anymore effective this January 2010.

Looking forward to hear from you Sir. Riesse read below my request to Aurora Loan Services and the story behind the broken Workouts.

Thank you so much in advance:

Sincerely,

Lolina Porter 832 Monterey Rd Glendale, CA 91206

From: Loling Pérter <arthibiter@yaheb.com>
From: Loling Pérter <arthibiter@yaheb.com>
From: Loling Pérter <arthibiter@yaheb.com>
Tor Jason: W. Cramer • Aurora Loan Sendes < Jason: Cramer@aurorabankfsb.com> 1 (CPENCW AURORA LOAN Tor Jason: W. Cramer@aurorabankfsb.com> 1 (CPENCW AURORA LOAN ** Aurora Loan ** Aurora Loan ** Aurora Loan ** Sendes ** Aurora Loan ** Executive Email ** executive communications@alservices.com>
Executive Email ** executive communications@alservices.com>
Send: Tru, January 28, 2010 12:20:09 PM
Subject: FORECLOSURE DATE is on FEB. 4: 2010 on Loan#
Subject: FORECLOSURE DATE is on FEB. 4: 2010 on Loan#
FORECLOSE this heling, but I was accused who high....

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From: Paula (Paula@weiss-spider.com) To: arthinker@yahoo.com; Date: Mon, February 1, 2010-2:07:40 PM

Subject: RE: FORECLOSURE DATE is on FEB. 4, 2010 on Loans Please help I do not want to RORECLOSE this home, but I was accused wrongly...

Ms. Parter

Our firm does not handle foreclosures on behalf of Aurora Loan Servicus. It appears that Mr. Weiss may have been listed as the original trustee on your deed of trust when the loan was closed however, he has no vested interest in the property. You will need to help you with this matter.

From: Lolina Porter (mällib arthinkel@yahoo.com) Santr Monday, Fabruary 01, 2010 3:26 PM To: Mailroom206; Paula Subject: Pw. FORECLOSURE DATE is on FEB: 4, 2010 on Loanif Pleasahelp I do not want to FORECLOSE mis home, but I was accused wrongly...

Dear Mr. Weiss:

am forwarding a letter from an altorney who dalme to represent Aurora Loan Services. Please let me know Sir, as the Trustee of this property, if you may be able to help me not to foreclose this property.

I am counting on you Sir. This is my last resort.

Thank you so much in advance:

Sincerely,

Lolina Porter

- Forwarded Message -From: Justin belser@ekerman.com* <justin balser@akerman.com> To: arthinker@yahoo.com Sent: Mon, February 1, 2010 12:51:59 PM Subject: RE: FORECLOSURE DATE is on FEB. 4, 2010 on Loand FORECLOSE this home, but I was accused wrongly... Please help I do not want to

Ms. Porter:

As I have mentioned to you before, Aurora Loan Services has retained me to represent it concerning your loan. However, you continue to email Aurora employees despite my instruction not to contact Aurora directly as it is represented by legal coursel. Please do not send any further emails to Aurora concerning your loan. I appreciate you understanding in this regard.

I will reiterate that unfortunately you do not qualify for a loan workout or modification on this rental property in Tennessee. The reasons for this denial have been explained in prior communications. You have now presented to Aurora a mandral statement (emailed today) that you prepared after, as you describe, you feet two California properties go to foreclosure. However, this does not inqualify you for a loan workout or modification concerning this foan. Aurora is unable to confirm any of the information presented in this self-prepared mandral statement.

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EXHIBIT 19

Justin D. Balser
AKERMAN SENTERFITT LP
The Kithedge Building
511 Streenth Street, Suite 420
Denver, Colorado 80202
303 260.7712 (Office)
303.280.7715 (Direct)
303.250.7714 (Facsimile)
Email: Justin balser@akemian.com

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From: Lolina Porter (arthinker@yehoo.com) To: Jason Cramer @ningrabankfsb.com; Date: Tue, Pebruary 2, 2010 7:13:40 AM

Subject: FORECLOSURE DATE is on FEB. 4, 2010 on Load

Hi Jason;

It was a very exhausting new year 1st month for me. I had prayed to God and I am surrendering this property to him. I do not want to kill myself in saving this property which Aurora Loan Services does not want to modify its loan terms. I cannot bring this to my grave when I die anyway.

I skill have five(5) of them which Bank of America had "loan medified" from option arm to 6% fixed. I learned how to be contented. I have attached all the Lease Agreements that is sharing walls with this property for you to see, ALS Attorney said that I am just making up the financial statement, well God knows I am not lying:

So, I don't feel comfortable giving these to ALS attorney as I do not want to give out these information to him unless I have a lawyer on my side.

I won't hire an attorney to fight for it as it would be very expensive for me at the moment. I can only hire. God as my lawyer to represent me daily.

If God wants for me to keep it; then there will be a miracle. I won't huggle anymore. Windever Ms. Alicia Hodson hired to represent Aurora Loan Services as an attorney is not going to help in anyway: He is there to defend what was written in my file record in your system even though a lot of them was not true.

Thank you lason for reading all my emails but of frustrations. I just thought your department might still be able to help me postpone the foreclosure.

Should there he any drop of hope left, Aurora Loan is the one who knows that.

Jason, I am so sorry if I had bothered you these past week and even yesterday. I am only human who was hurt.

Again, thank you and may you have a wonderful day!

God bless,

Lolina.

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Print

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From: Lolina l'orter (arthinker@yahoo.com)
To: Jason Cramer@aurorahankish.com; HOPENOW@nisorvices.com; tom.wind@alservices.com;
executivecommunications@alservines.com;
Date: Thu, January 28, 2010 12:20:09 FM
Ci:
Subject: FORECLOSURE DATE is on FEB. 4, 2010 on Loans
to FORECLOSE this home, but I was accused wrongly...

Hi Jason and to whom this may concern:

I just dot a notice vesterday that this Loan.

2010. Please read my situation on how much I wanted to work something out but yet, I get accused wrongly. All I need was an explanation yet I did not get it from Ms. Alicla Hodson. Please DO NOT FORWARD this email to Ms. ALICIA HODSON, it seems she's got something against me because of what happened below.

Please help me. I don't want to let go to this property because I got a tenant renting \$1,025 per month and has been paying on time since Atigust of 2009. Prior to this date, I have been living in it for two weeks per month since I took over the management, before I took over. I had to exict a tenant who owed us \$14,800+ in rents with a court judgment as my previous property management inismanaged this property.

We really want to keep our investment property, we did not refinance it at all, we just wanted to ask the bank to help us get an affordable payments, I called your office last Monday but the customer representative refused, because according to them I broke four (4) agreements. These are not all true, 2 of them were circumstancial and the other 2 were not true; in fact, one of them was Ms. Hodson's mistake that she probably does not want to admit. Please do not contact Ms Alicia Hodson, because I think since she has something against me. I don't feel comfortable working with her. She wanted to get back at me I believe, this is how I feel at the moment.

Ms. Alicia Hodson is from Executive Committee who DENIED that I can get approved for a loan workout, other than the payment she was offering of \$2,465 per month (I thought this was ridiculous, bec. she made a mistake in entering my financial information. I wasn't agreeing to it, but she refused to modify it.). Therefore, I refused her offer, but she marked it as it was my fault. I could not believe that this property will be foreclosed soon, I prayed to God and I called the Loss Mitigation Department and then gave all my information, I got approved for \$1,876 per month and at the end of 9 months, that I will resume my regular monthly payment of \$689.00 (approx.), this was what Mr. Tony Henderson had told me over the phone. Without Ms. Hodson's knowledge, someone took my pleading seriously and took my information correctly.

When I got the Special Repayment Plan package, I was surprised because there was an additional balloon payment of \$10,000+ in the document which Mr. Tony Henderson did not even mention that it will be included.

When Ms, Hodson learned of this, I believe she got furious, I believe she has something to do

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with a balloon payment of \$10,000+ at the end of 9 payments of \$1,876 in the Special Repayment Plan package, which I was forced to sign in October 1, 2009 to avoid foreclosure scheduled on October 3, 2009, also before I signed I spoke to Mr. Jason Cramer to seek advise and he advised me to better sign it then dispute the figures, which I did.

I sent my downpayment via Western Union (attached), then I sent my first payment via FedEx to Ms. Allda Hodson with a letter asking her to explain to me this confusing balloon payment and to explain to me how does this repayment plan play against my total delinquencies.

Ms. Hodson, did not post my first payment. I got a Notice two weeks after that Aurora Loan Services has not received my first payment to the Repayment Plan, hence they are closing my file. I replied with proof (attached) and had called Ms. Hodson, few days came by I never heard from Ms. Hodson if she has found the check or not. I had to do the initiative to call and verify. Anyhow, it got posted, but Ms. Hodson did not erase the record in my account that this is not my fault, hence this is marked against me as another offense.

November came no reply from her, but I still paid the \$1,876 with Cashier Check this time I send it to Loss Mitigation Dept. December came, I never heard from Ms. Hodson on my request for explanation, I decided to pay my regular monthly payment of \$654.80 to really catch her attention, because I really feel like I have been fraudulently accused and not treated unfairly.

Today, I am coming to your office because I just got the notice yesterday that my property is set to be foreclosed on February 4; 2010. I called Aurora Loan Services, and they said that according to my file, I have broken four (4) workout therefore they could not help me anymore. These accuses tions were not all true:

The accussation of Ms. Hodson that I am in deficit of \$5,596.08 was a LTE. She did not want to correct the financial information entered into the system, it wasn't what I gave her. My file does not match what she entered (Please find attached my financial statement). According to Mr. Tony Henderson while I was on the phone with him, some thousands of dollars got entered into a CREDIT CARD field, which to my surprise I never use Credit Card since I filed for bankruptcy in 2007.

Please find attached all the documents that you might use to determine whether I am not qualified for a modification or not:

1. Porter Priancial Statement as of 01-28-2010 with Detailed Rental Income (with payment of \$1,876 per month to Aurora Loan Services) and another copy with my regular monthly payment (preferred) to Aurora Loan Services.

2. Pay Stubs (Lolina Only), for Brett pls. check the Bank Statement as it is Direct Deposited to his account, he wasn't able to get the paystub since July since he has not been back to his office since then. I have attached the July until September 2009 paystub that he got last from his co-worker that visited him at the hospital. Also, included Brett's Disability Check, I forgot to scan the latest one, so this copy is of 10-2009 pay. His LTD will kick in right after his sick time gets exhausted.

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- 3. 2 Months Bank Statements (pls. see Brett's recent Direct Deposited Sick Time Pay from LA County). His co-workers donated sick time for Brett that he should still be receiving January Sick Time Pay.
- 4. Brett's MRI Result, and Doctor's Note.
- ** Long Term Disability has been approved and he will start receiving a check towards the end of this month; I only have the approximate 60% of his current salary which would be the Long Term Disability pay = approx. \$2,265.22.

Thank you so much in advance. May GOD reveal the truth. I am crying right now for what I am getting in exchange of asking for help and some explanation of figures that I don't understand.

Sincerely,

Lolina Porter cell: 818-571-9092 email: <u>erthinker@vaheo.com</u>.

EXMOTTY 19

kolina Poiter 832 Monterky Rd Glendrife, CA 91206 March 4, 2010

Aun: A.C., GULLESS-Sheill' SHEEBY County, Countrouse 140, Adems Avenue Room# 166 Memphis, TN 38103

Re: Request for reconsideration to dismiss Eviction Case filed by Auron Loon Services -Devotion Warmin # 1413388 - Court Hearing Days in March 10, 2010 69 1-30mm

Bear Sh Gilless:

Light got the eviction notice today first my tenant. March 4. 2010, and an terponding with the Lease Agreement and Recolpts of my tenant. They are field up in educated up to April 30, 2010. Vississ find eachosed my tenant's Lease Agreement and their copies of Real Receipts.

They were holping me to pay in advance or that Among Long Services won't foresting the body on its. Among Long Services and these body on the Among Long Services of 1,80th permount in the fortherappe agreeming however, Auford Long water more which I could not possibly affect where giving them all what I had given. The Autora Long Services (a.k.a. Lehman Brinders) has been markless on my studention despite my inquest for form modification due to the utilizes of my husband, the government has highest this company with inspectant many, yet his according to the progetting bonowers like us; cannot allow to him a lawyer to represent my rights, so I just let God be my lawyer and let go of this property.

That is difficult with him year (when Egipt had difficult work and them of migrita effor my himband softend from habemic strike. I can currently in Califordia laking case of my himband while driving him to do not a pepalumana and distant and advine case of my two kills 8 & 2.

I am amoughing for my self kerbavel in Thi towards the last week of April so that I can help my reman to move on or before May 4, 2010. They have kids but they agreed to move

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> Aim: A.C. Gilless - Sherift March 4, 2010 Fogs 2

and I will help them mayors, well as first my responsibility. They me a very good count, and I don't want them to be involved in something that is not institute.

big justiced. Bren force is an disability and Lan currently taking care of him. All I am counting it for sometime to be given for us to bely not tenants move properly without being himself distingly existing.

I apologize that my bistonial and investif won't be able to amoud the Court libering date to March 10, 2010. We division at 130500 date to his illness. I cannot efford in hire an ellument in represent us, but point y understanding if my topain has a boundable lease expension that they abould not be pilt out for eviction. Please correct me if my understanding is into or not. All I would like to ask is somethine for me to get something to true for my humband so I can grange to have I for the size to overde the end of April

Treally would like to seek your hegalfill, undergranding on our staution Sin please sand all your mail to my mailting address to Lolina Papter in \$32 Monterey Rd. Clendale, CA 91206, my cell plante is \$18:371-9092, my entail in <u>tradukt recycloscopia</u>.

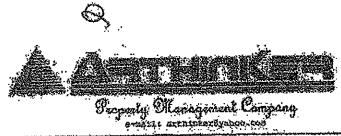
Sincresty.

Previous owner of 6131 Woodsteek View Dr. Millington, TN 38053 Cell: \$18:571-9092

Email: policiker@valud.com-

CesTengur

GXHIBIT 19



the lands - put the sales and be completed to You have the

PARTIES:

LANDLOOD Aribbler Format Maces spendlofen Forter

TYPIANT(S) <u>PORBY FINIDS and SUCONE FIELDS</u>

PROPERTY APDRESS: 6131 Toolesch Vien Dr. Weington, IN 16653

I. RESTAL AMOUNT: Conserved bit 1, 2002. TOVANT agrees to pay LANDLOND the same of the 1923 to per arouth in advance on the 12 four of each colonian mostle. Said remail payment stall be delivered by TOVANT to LANDSCHOOL on the designment agent to the following inculton and payable to:

Anthinker France viz Management Co 8-7 Micalines (Mi-Stantine, CA 91206

Rest outs be estably excited by LAVIL COD, or designated open, in order to be considered in casoliance with the boost of this experient (Corch HApple 186). A provided character and in the sum of a _____ B telegraph or cores for pasted from _____ to

2. THRM: The primities are latest on the following in section (please theck one from only)

month to month (OR) _ X_ mult \$150,000 \$ 2012 ...

A CHAPTER DEPOSITS. TENANT shill deposit with leaded the sum of S. 1984. And a country deposit to be sum TENANT'S faithful performance of the nears of this lease. The security deposit shall not excited her times his monthly rank. After all the TENANT'S have vected, knowing the prevalence present, the LAMITECHE may use the security deposit for the december of the prevalence of continuous areas, and may read or other emother over may unequal weight their to the prevalence of continuous areas, and may read or other emother over presents to the lease experiment or prevalence of continuous and any read or other emother over presents to the lease. While 21 days of the TENANT surp not use said deposit for any other deposit for any of the lease. While 21 days of the TENANT washing the prevalence of the TENANT with any not use of the TENANT washing the formula of the lease of the TENANT fails ut fundable a from the secondry deposit and manning the balance to the TENANT. It TENANT fails ut fundable a from the secondry deposit and manning the balance to the TENANT. It TENANT fails ut fundable a from the secondry deposit and manning the balance to the TENANT. It TENANT fails ut fundable deposit and manning the balance to the TENANT. It TENANT fails ut fundable deposit and manning the balance to the tenant and any structure deposit refind to the leased provides.

4. DESTRAL PAYSERY: TSUART shall pay the first municipant of \$1,000 and the sixthicy deposit to the minute of \$1,000 and the sixthicy chart and in all does provide to the first payboan shall be made to the first payboan and in all does provide to the payon.

William William Control of the Assessment Control of Assessment Co

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EXHBIT 19

6. OCCAMANTS: The posmiss are realed for residential purposes only and shall now be excepted by any possess other than those destroyled above as TENANT with the exception of the following named persons:

ILANDLORD, with written consent, allows for additional persons to occupy the premises, the paid shall be increased by Tibli for each such person. Any person strying 14 days completive or looses, without the LANDLORD'S written consent, shall be considered as occupying the premises in violation of this Agreement.

- 6. SUBLECTIVE OR ASSIGNMENTENANT spices not to assign or subtreme primises, or say paintifest without that absorbing syntem examinated from LANDA ORD.
- 7. UTILITIES: TINANT shall pay for all utilities and of services supplied to the premises with the following exception. Your Ministrance.
- 2. PARKINGS TEMART _ is not X is (check one) sprigned a parking space. It essigned a parking space it chall be designed as space if Coursel Two Car Greate with Replete Control. TEMART may only pork a vehicle that is regionally in the TEMART space is itself that not need assign, substitute allow may enter person to use this price. This space is itself that was not assign, substitute of passenger automobiles by the TEMART. No other type of vehicles of man may be stored in this space without price written consent of LANDLOED. TEMART may not work, repair, or princip this space or it any other common such on the greatest. Only related that we approximate and contently registered in the State of Temasper may park in this space. Any related that is leaking any substitute much special one to parked anywhere on the promises.
- A. CONDITION OF PRESIDERS: THINANT action leaders that he presides have been impreced. Termit administration in the president in the president in the president and approximate the incomplete verifies eater. Thinant presides to keep the president in a next and couldn't condition and to bound the president verifies and the president of the president problems building the president and the president problems are the president of any state acceptable of a problem in the president problems of the problems.
- 10. ALTERIATIONS: TRUGET shall not rooks any abstractions to the practices, including but not limited to installing secials, lighting fixtness, distancibers, weating meetings, depens on other beneficial first obtaining militar permission from LANDLORIE, TEVANT shall not discount or install looks paint, or wallpaper said permission when LANDLORIES prior values are except, TEVANT shall not played, agree, or other equivits in a window or any other place where they can be viewed by other positions or by the general public. TEVANT shall not since say object on the property outside of the cont.

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SSIT Westerland View (Milliogian, TH ASIESS Proces MILLS T-20172 ett Norsener Na Glossow, CA Ulcide Phose (118) 671-8042 12-12020-mg Doc 10451-1 Filed 12/07/17 Entered 12/12/17 17:14:08 Exhibit I
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EXHIBIT 19

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II. LATE CHARGE HAD CHECKS. The potics agree that it would be imprecised or extremely difficult to fix the actual demogn incurred by Six LAND/CREA (the TEMART falls in very fix rest thinly. An administrative exact which is related to extreming and excounting for the less payment, will be assessed at its rate of \$1.00 per day for its mass than 20 days from the date the late has began. The interpretation will be commone the day after two rate is due. The parties further agree that the acceptance of his provision will be commone explaint agree to the provision will be considered explaints. In any least proceeding, that releasining actual damage would be imprecised and extremely difficult to fix. Furthermore, the late for assessed above, is combined evidence in two least proceeding that it is a resonable administrative ext. It can be combined evidence in two least proceeding that it is a resonable administrative ext. It can be combined when due and limited stone a "Notice To Pay Rent to Could TEMART must finded that or indicates a their fash, is TEMART shall extend to indicate a the consistence of the state of

12. NOTES AND DESCRIPTIVE ACTIVITIES. TENANT or bisher quests and invites shall not altered, aming, and engage or inconvenience other tenants of the indicing mighton, the LARDLORD or bis agent, or workered not violate any long, are common for penalt visits or indicate in or about the problem. Further, TENANT shall not so or keep mighting it of about the penalts a best will obstant the public tractes available to other residents. Lounging or management believing on the front step, public believing or the common believers that indicates with the convenience of other residents is included.

13. LADRIA CORD'S RECEIVE OF PRITEY: LARRICORD may enter and inspect the premises during mental brishops house and appropriate action in Section for TENANT.

LANNI CARD is promised to make all interpolons, regules and maintenance that in LANDI CARDS, indicated in make all indicates and maintenance that in LANDI CARDS, indicated in maintenance to the indicates are purchased to come section in the configuration of the configura

14. BEFARIS. BY LANDIORD: Where a report is the responsibility of the LANDIORD. TEVANY most coeffy LANDIORD with a wither notice stating what here needs servicing or report TEVANY must give LANDIORD a responsible oppositely to service or repair said here. TEVANY extended that there will not be withinful mines a written and to be recovered as LANDIORD giving LANDIORD a responsible time to the said time within in the meaning of Cavil Code Section 1942. Under no champeous may TEVALET withhold continues and here constitutes a substantial breach of the warrance of habitability as trained in Code of Cavil Procedure Section 11742.

15. PETER No. dog cas blist lish or other demostic pet or enline of any kind may be kept on or about the premises without LANDLOND'S variety consequ.

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6157 Photologic Venet Marcha, TN 58553 Proce (201) CO10272 Maria (ara) és teora Elemento Ca estra Est floriente Est

EXHIBIT 19

is former was built in 1973 or least TENANT may possess a waterfeet if he maximize versions was built in 1973 or least TENANT may possess a waterfeet if he maximize versions institutes version in the proof of said institutes version at 1973 or least TENANT must furnish LANDLOND with proof of said institutes. TENANT must use bedding that complicate with the load expectity of the maximization is edifficult. TENANT must also be in full complicate with the load expectity of the maximization of the complicate with the load expectity of the maximization of the proof of the pro

17. INSTRUMENT: TENANT may maintain a periodal property insurance policy to cover my losses suplained to TENANT'S personal property or vehicle. It is acknowledged that LANDLORD decay out maintain this biseasted to cover personal property demans of loss caused by first, that, thin, water maintain this biseasted to cover personal property demans of loss caused by first, that, thin, water maintain this biseasted is at COUS and/or any other caused. It is acknowledged that LANDLORD is not likely for these occurrence. It is acknowledged that TENANT'S insurance pipticy shall solely indendrify TENANT'S for any losses contributed TENANT'S follow to maintain said policy shall be a complete whiver of TENANT'S right to seek distances against LANDLORD for the above should lesses. The parties acknowledge that the premises are not to be considered a security building which would hold LANDLORD for a libelier degree of sore.

in terminature of leasemental acheromist. If the less is been one food from pursual topics from the residence of sold from the less shall be much to be not a front to be sold to be supposed of Labell ORIX. Where sold term is a month to broad to be not be much to be not be no

to. NON-CIRALELE BREACH OF HENELL ACRESINEDES Is shall be considered a concomble breach of this realst extrement, which our measure of Code of Civil Presently 1161 substition & if temperature in it is his factors when due, three times in any 12 month period. No codes of these delimination need to server on the triput.

20. POSSESSION: If premiers cannot be delivered to TENANT of the agreed date does to less total or patible desiration of the primities, or failure of previous TENANT to passes, ether party that terminates this agreement upon visited points to the other party at their less known address. It is acknowledged that either party shall have no litability to each other careful that all some paid to LANDLORD with be impediately reduced to TENANT.

21. ARAINDONIDATE II doubt be desired a resemble belief by the LANDLORD that an abandoniness of the premises has occupied effect the within the neutral of Civil Code Section 1951.2, where can his local ampaid for 14 consecutive days and the Indiana has been absent from unit for 14 consecutive days. In that event, LANDLORD may serve writing action pursuant to Civil Code Section 1951.2. If TENANT does not comply with the requirements of each neutral in 18 days, the premises shall be deemed abandoned.

22. WAIVER: LANDI ORD'S fellow in require compliance with the coefficient of this appearant, or to currence my right provided homin; shall not be decided a univer by LANDI ORD'S of undecondition or right LANDI ORD'S acceptance of rest with knowledge of tory definit, under appearant by TENANT shall not be desired a waiver of sink default, nor shall it limit LANDI ORD'S rights with respect to that or any subsequent right. It is finally supposed between the profess that the property of cast examp time shall not be a variety to any Coll. A WICL DEFAULT action unless LANDI ORD in writing specifically colorantedges that this exaction is a waiver to the UPLAWFUL DEFAULT action.

4137 Woodstock Vew Dr Million, The 2063 Stock, (201) Sept. 172 szi (koroney fid Georgio, CA 81206 Procesi (816) 671 (612) Reb 27 10 01:56p

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EXHIBIT 19

23. VALIDATY/SEVERABILITY: Hopp provision of this againment is held to be invalid; such invalidity shall not affect the validity of enforcement of any enter provision of this agreement.

24. ATTENTINEY FEES: In the event scrion is brought by any party to enforce my ferms of this application or to recover possession of the potenties; the prevailing party shall recover from the other party responsible attorney fees. It is echnomicated, between the parties, that jury trials regularing nurses the costs of any literation between the parties. It is almost department the parties in a longer length of this to suppression between the parties. It is also acknowledged that jury trials require a longer length of this to suppression the commence. On this basis, all parties waive their rights to have any matter really by jury trials.

14. NOTILESS: All actions to the primer shall be desired sorred upon stabling by their class posit, addressed to the review, at the subject premises of apon personal activery to the permises whether or not Tenant is expectly present at the fine of soil activery. All softers to the legitlest shall be covered by realing fast class mult be presented activery to the represent or the

Arthinise Property Messagement Co. 831 Memory Ed. Geografic CA 21204

26. PRESSURAL PROPERTY OF TEMANT: Chec TEMANT consist the parties, all personal property left in the unit shall be except by the LASTILORD for TE days. If which their incer period, TEMANT does not claim said property, LASTILORD may depast of said incers in any manner LASTILORD charges of said incers in any manner.

The November of the November of the Control of the

IS. APPLICATION: All comments in TENAMI'S supplication must be true or this will consider a motival locacity of this locac.

29. Lead Warning Sequences Figuring built builts (978 may consists lead-based paint. Lead from raint) print chips and dust pass health haven in it may managed property. Lead deposits in expecially burniful to polling children and program vicasist. Before reading two 1978 housing, LANDLONE'S must disclose the presence of known lead based relaterable leads program vicasist. The last based point brackets in the develope. THE LANDLONE IN THE LANDLONE IS THE LANDLONE IN THE LANDLONE IN THE LANDLONE IS THE LANDLONE IN THE LANDLONE IN THE LANDLONE IS THE LANDLONE IN THE LANDLONE IN THE LANDLONE IS THE LANDLONE IN THE LANDLONE IN THE LANDLONE IN THE LANDLONE IN THE LANDLONE IS THE LANDLONE IN THE LAND

LANDI OMIS Disclosive (Initial where appropriate)

X LANDI ORD has no impossing of lead-tests pulsaring to lead-based point behind in the graniles. LANDI ORD has no reposts or records principle to lead-based point god/or lead-based pulsaring in the desired point god/or lead-based pulsaring in the premises.

See Attached. (A separate firm is allocked disclosing LANDLORD as information.)

TENANTS Acknowledges at TENANT his isocired the pumphlet Protect Your Parally From Lead
in Your House. TENANT agrees to preceptly notify LANDLORD in writing of any deteriorated
and/or pushing point.

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6117 Vicobsoth Vicy O Milliogica, TH 58051 Phones (1911) 247-0372 12 Hope 27 1 20 Prop (018 51 302 12-12020-mg Doc 10451-1 Filed 12/07/17 Entered 12/12/17 17:14:08 Exhibit I Pg 122 of 156 Case 2:10-cv-02858-SHM-dkv Document 1-3 Filed 11/29/10 Page 119 of 157 PageID 128

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EXHIBIT 19

30. ENTERE ACREEMENT: The foregoing agreement, including any anachment incorporated by reference, constitue the cultic agreement between the parties and approaches any cital or written representations or agreements that may have been made by cluter party. Further, TENANT represents that TPNANT his reflection to the TPNANT has reflect solely on TRNANT'S judgment to entering but the agreement. TRNANT acknowledges having been publical to consult with independent logal counsel before entering bline this agreement and have been publicated according to the TENANT in greed and undependent this agreement and have been furnished a displicate original.

34. Additional image X: (See afficient attacked their stacked at much by all parties to be able to stack the stacked at the st

Per request of the regent left, and More Fields, the security densels of \$1.290.95 will be paid on an interest of the regent of \$1.200. The Landford Density resources perfect security described of at least \$775.00 prior to make in date of \$100). 2009 and that the remaining security deposit of \$1.255.00 he paid on or destroy September 1, 2009.

Notice Pursuant to Section 290-66 of the Penul Code, information about specified registered and offenders include synthetic to the public via an imprincit Web site maintained by the Department of further at movementables on gov. Department of suchers at movementables on the Department of the later at the public of the public of the offender resides on the community of residence and 200 Code in which his conference.

LANDEORDIAGENT AND DATE

Chry 1161614 Innanth

ALLINGUA TIELLA YOMANY (DIELLE) SAN

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Tom Leathprycool, Shielby County Register of Deeds: Instr. # 05126412



GXNBITIZO Contilocition

Tom Leatherwood Snejby County Register

As evidenced by the instrument number shown below, this document has been recorded as a permanent record in the archives of the Office of the Shelby County Register.

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Tem Leelherwood, Shelby County Register of Deeds: Instr. # 05126412

Date 10: 301

Loan No: Borrower: LOLINA M PORTER m-05-470

This instrument was prepared by: Middleberg, Riddle & Glodna 717 N. Harwood, Suite 2400 Dallss, TX 75201

Reium igi Homecomings financial netvork, inc. one meridian crossing, #160 minneapolis, my 5343

(Space Above This Unit For Reducing Date)

DEED OF TRUST MIN: 1009/2504242539049

DEFINITIONS

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

- (A). Security instrument means this document, which is dated July 27, 2005, together with all Riders to this document.
- (B) "Borrower" to LOLINA M PORTER, Borrower to the trustor under this Security histrament.
- (C) "Lender" is HOMECOMINGS FINANCIAL METWORK, INC. Lender ise Corporation organized and existing under the laws of the State of DBLAWARE. Lender's address is 2101 Resignal Suite 168W, CHARLOTTEL NG 28211.
- (D) "Trustee" Is ARNONED M. WEISS, E resident of 208 ADAMS AVENUE, MEMPHIS, TENNESSEE 38103; SILVING UDLAND, TAINALAGE.
- (D) "MERS" is Morigage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of PQ. Box 2026, Flim, MI 48501-2020, tel. (488) 679-MERS.
- (F) "Note" means the promissory note signed by Borrower and dated Faty 27, 2005. The Note states that Borrower over Lender OME HUNDRED TWENTY TWO THOUSAND FOUR HUNDRED and WO/100—Dollars (U.S. & 122,400,00) plus interest. Borrower lies promised to pay this debt in regular Periodic Psyments and to pay the debt in full not later than August 1, 2035. The maximum principal indebtedness for Tennessee responding tay purposes is \$ 122,400,00.
- (9). "Property" means the property that is described below under the beauting "transfer of Rights in the Property
- (11) "Logis" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (f) "Riders" means all Riders to this Scounty Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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Condominum Rider Planned Unit Development Rider Biveekly Payment Rider

[] Second Home Rider

Other(s) [specify]

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- (I) "Applicable Law" means all controlling applicable (ederal, state and local statutes; regulations; ordinances and administrative roles and orders (that have the effect of law) as well as all applicable. That, non-appealable judicial opinions.
- (K). "Community Association Dries, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominion association, homeowners association of similar organization.
- (I.) "Electronic Fonds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial distitution to techic or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transfers are included by telephone, who transfers, and automated elearinghouse transfers.
- (hi) "Exercise flomes" mosos chiese trons that are described in Section 3.
- (N) "Miscellaneous Proceeds" means any compensation; setuentent, award of damages, or proceeds paid by any third party (other than instrume proceeds paid under tile coverages described to Section 5) for (i) damage to, or destruction of, the Property; (ii) condemnation of other taking of all or any part of the Property; (iii) conveyings in lieu of madenization; or (iv) interepresentations of, or omissions as to, the value and/or condition of the Property.
- (O) "Mortgage lasurance" means insurance protecting Lender against the nonpayment of or delault on the Loan.
- (P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Nine, plus (ii) any motions under Section 3 of this Security Instrument.
- (0) "RESPA" means the Rent Estate Settlement Procedures Act (12 U.S.C. \$250) at step) and its implementing regulation, Regulation X (24 C.R. Pare 3500); as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage load" under RESPA.
- (B) "Specieur to Lucrest of Recrower" means any party that has taken this to the Froperty, whether or not less party has assumed Borrower's obligations under the Note and/or this Scounly Instrument.

TRANSFER OF BIGHTS BY THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominea for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender (1) the repayment of the Loan, and all renewals, extensions and modifications of the Notes and (11) the performance of Borrower's coverants and agreements under this Security Instrument and the Notes: For this purpose, Borrower previously grants and conveys to Inside, in trust, with power of sale, the following described property located in the County of SHELBY)

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

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which currently has the address of 6131 WOODSTOCK VIEW DRIVE,

MILLINGTON, TENNESSEE

("Property Addiess"):

TO HAVE AND TO HOLD, the aforestrained property together with all the bereitisments and apputientaices thereutio belonging to, or in anywise appartitioning unto the Trustee, its successors in trust and assigns, in less simple forever.

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

BORROWER COVENANTS that Romover is laudily selsed of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is intensembered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property sealust all claims and domains, subject to any encumbrances of record:

THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants with immed variations by presdiction to constitute a uniform security instrument covering real property.

CONFORM COVENANTS. Borrower and Leinlar covenant and agree as follows:

1. Payment of Principal, Interest, Rarrow Hears, Prepayment Charges, and Lafe Charges. Borrower shall pay when due the principal of, and Interest of, the date chileneed by the Potes and any prepayment changes and late charges due under the Note. Borrower shall also pay funds, for History Interest charges and late charges due under the Note. Borrower shall also pay funds, for History Interest of the Note and this Security Instrument shall be made in U.S. currouse. However, it any check of gother instrument received by Lender may require that any or all subsequent payments due under the Note and this Security Instrument under the Note of the Security Instrument is returned to Lender the High of the Potential of the Check that check instrument payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender (a) cash (b) moder order; (c) certified offerth, bath check interester's check or cashler's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agreety, instrumentality, or chilty, or (d) Electronic Fund in the Note of a such affect location and the Note of at such affect location and payment of partial payment of partial payment in the puriod of the payment of partial payment in the puriod of the colon, current, and the location defined and such payment are accepted. If each Periodic Fayment is applied to apply such mapplied funds until Borrower makes payment to the future and payment is applied funds until Borrower makes payment to the future and payment is applied funds until Borrower makes payment to the pure late of the Security Instrument.

Application

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3. Funds for Escrow Rems. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of annunts due fort (a) taxes and assessments and other items which can attain publicity over this Security Instrument as a lieu or encumbrance on the Property, (b) leasehold payments or ground rems on the Property, if any, (c) premiums for any and all insurance required by Londer under Section 5; and (d) Mortgage Insurance premiums it accordance with the provisions of Section 10. These items are called Escrow lieus. At originalism or at any time during the term of the Loan, Lender may require that Community Association Dues, Pees, and Assessments, if any, be expressed by Borrower, and such dues, fees and assessments shall be an Escrow lieus. Borrower shall promptly forman to be paid under this Section. Borrower shall promptly forman to be easier all analies of amounts to the paid under this Section. Borrower shall promptly forman to Escrow lieus, Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow lieus. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow lieus, Lender may waive Borrower's obligation to pay to Lender Funds for shall pay directly, when and where payable, the amounts due for any Escrow lieus for which payment of Funds has been waived by Lender and, if Lender requires, shall fundsh to Lender receipts collained in this Section? In Europe is obligated to pay Escrow lieus and required the Europe for any require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement confained in this Section? In Borrower is obligated to pay Escrow lieus directly, pursuapit to a waiver, and Borrower lails to pay the amount due for any Escrow lieus directly, pursuapit to a waiver, and Borrower lails to pay the amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amo

open short revocation. Borrower shall pay to Lender all rains, and in such amounts, that are then required under this section 3.

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

The Funds shall, he held in an institution whose deposits are insured by a federal agency, instrumentallity, or entity fincheding Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall not charge Borrower for kolding 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 requires interest to be paid on the Funds. Lender shall not be required to pay Borrower any ancrest or earnings on the Runds. Borrower and Lender can agree in writing to pay Borrower any ancrest or earnings on the Runds. Borrower and Lender shall not be required to pay Borrower any ancrest or earnings on the Runds. Borrower and Lender can agree in writing to pay Borrower any ancrest or earnings on the Runds. Borrower and Lender than the payers, that interest chall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall not be successary to make up the deficiency of Funds held in escrow, as defined under RESPA, but in no more than 12 mountly payments.

mouthly payments.

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower. (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement, (b) contests the lien in good fath by, or defends against enforcement of the lien in legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while these proceedings which in Lender's opinion operate to prevent the enforcement of the lien while these proceedings which in Lender's opinion operate to prevent the enforcement of the lien while these proceedings are petiting, but only until such proceedings are concluded; or (o) secures from the holder of the lien or agreement substactory to Londer subordinating the lien to this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given. Borrower shall satisfy the lien or take one or more of the actions set forth above in this Security.

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5. Projecty insurance. Borrower shall keep the improvements now existing or hereafter creeted on the Property insured against loss by fire; hazards including within lite term "extended coverage," and any other hazards including, but not limited to, cartiquates and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires purpose to the providing the term of the Loan. The insurance carrier providing the haupance shall be chosen by corrieves subject to Lender's right to disapprove Borrower's choics, which right shall not be exercised unreasonably. Lender may require Borrower actives and tracking sorcies; or (b) a one-time charge for flood zone determination and certification and tracking sorcies; or (b) a one-time charge for flood zone determination and extilication services and subsequent charges occur which reasonably night affect such determination or certification. Borrower shall also be responsible for the payment of any feest imposed by the Federal Emergency Majagement Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower falls to maintain any of the coverages described above. Lender may obtain insurance coverage, at Lender's option and Botrower's agency. Therefore and coverage shall cover falls in under no obligation to privates any particular type or amount of coverage. Therefore and coverage shall cover falls to the fine particular type or amount of coverage. Therefore and coverage shall cover falls, and the property against any risk, lazard or liability and might provide giessis on lesser coverage than was previously in effect. Botrower, Economical shall be provided by Lender and repayals of such policies shall be payable, with such interest, upon notice from Lender to Borrower required by the Serminy Instrument. These amounts shall not have obsorped a could have obtained. Any amounts disturbed as shall be p

In the event of loss, Bortower shall give prompty indice to the insurance carrier and Lender, Lender may make proof of loss if not made promptly by Bortower. Unless Lender and Bortower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property. If the restoration or repair is economically leasible and Lender's security is not lessence. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's substantion, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the regains and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires inverse to be paid on such insurance proceeds, Lender shall not be required to pay Bortower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Bortower shall not be paid out of the insurance proceeds and shall be the sole obligation of Rortower. If the restoration or repair is not economically feasible or Lender's security would be bessened, the law insurance proceeds shall be applied in the order provided for in Section 2.

If Bortower abandons the Property, Londer may file, negociate and settle any available insurance if Bortower abandons the Property, Londer may file, negociate and settle any available insurance.

Section 2.

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

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence vittin 50 days after the execution of this Security Instrument and shall continue to occupa the Property as Borrower's principal residence for at least one year after the dute of occupancy; unless

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

Lender or its agent may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

give Borrower sties at the time of or prior to such an interior inspection specifying such reasonable cases.

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

9. Profection of Lender's histerest in the Property and Rights Under this Security Instrument. If (4) Borrower fails to perform the covenants and agreements contended in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in this Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or fortature, for enforcement of a sien which may study priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is feasonable or appropriate to prover Lender's interest in the Property and securing and/or regaining the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a flen which has priority over this Security Instrument; (b) appleaning in contributed to, entering the Property to make repair, change locks, replace or force to protect the Security Instrument including in securing the Property includes, but is not limited to; entering the Property to make repairs, change locks, replace or possessing the decimal contributed to, entering the Property to make repairs, change locks, replace or possessing the sum is not limited to; entering the Property to make repairs, change locks, replace or beard up door and windows, drain water from

secures by this security instrument in ease amounts shall out interest at the reader to Borrower requesting payment.

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

10. Morrower shall not the merger in writing.

10. Morrower shall not the merger in writing.

11. Morrower shall pay the premiums required to maintain the Morrower has required in effect. If, for any reason, the Morrower shall pay the premiums required to maintain the Morrower was required to make separately designated payments toward the premiums for Morrower has previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Morrower for Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Morrower hall pay the premiums required to obtain reverage substantially equivalent to the Morrower hall required in mineral previously in effect, at a cost substantially equivalent to the cost to Borrower of the Morrower hall previously in effect, at a cost substantially equivalent to the cost to Borrower of the Morrower hall previously in effect, at a cost substantially equivalent to the cost to Borrower of the Morrower hall be not affect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lian of Morrower shall be non-refundable, not dissinating the fact that the Loan is ultimately paid in full, and Londer shall not be required to pay Borrower any intense of the the amount and for the period that Londer requires provided by an intense of the premiums for Morrower was required to make separately designated payments toward the premiums for Morrower was required in the make separately designated payments toward the premiums for Morrower was required in the make separately designated payments toward the premiums for Morrower

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

in may hear if Rorrower does not cepty the Loan as agreed. Borrower is not a party to the Morigage Insurance.

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

As a result of these agreements, Leader, any purchaser of the Note, another insurer, any reluxurer, any other entity, or any attliance of any of the foregoing may receive (directly or indirectly) amoines that derive from (or might be characterized at) a portion of Botrower's payments for Mortgage Insurance, in exchange for starting or modifying the mortgage insurers inserts or for educing losses. If such agreement provides that an affiliate of Leader takes a share of the insurer's risk in exchange for starting or modifying the mortgage insurance in equivalent by the foregoes in the premiums push to the humor, the arrangement is often termed captive remainance." Portfiers (a) Any such agreements will not affect the amoints that Borrower has greet to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not hierease the amount. Borrower will one for Mortgage Insurance ander the Romeowiters Protection and that Rorrower has "I may with respect to the Mortgage Insurance under the Romeowiters Protection and of the Mortgage Insurance to have t

Section 2.

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property in much taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, anders Borrower and Lender otherwise agree in writing, the Miscillaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. If the Property is attendoned by Rogrower, or it, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized the collect and apply the Miscellaneous Proceeds either to reconstitute of repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that ower Borrower Miscellaneous Proceeds of the party against whom Borrower has a right of action in desail to Miscellaneous Proceeds of the party against whom

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Portrowèr shell be in default if any action or proceeding, whether chil or criminal, is begun that, in Londer's judgment, could result in furfeitings of the Property or other material languintent of Leitler's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if seederation has noursed, related as provided it Security. In you can get a deaton or proceeding to be dismissed with a ruling than, in Londer's tedgment, produce fortioner of the Property or other material instrument. The proceeds of any superior or claims in the Property or the property instrument. The proceeds of any superior or claims for the property of the property instrument. The proceeds of any superior or claims for damages that are entitled by the Property shall be of Lander's interest in the Property of this Security Instrument, and the impairment of Lander's interest in the Property of the Property shall be a security of the superior of the superior of the superior of the superior of the property shall be provided by the Released Propheseure by Lender Rot in Walves. Extension of the time for payment in the property or any Successor in Interest of Borrower's 18th and of prizate to release the lightly of Bidgment or any Successor is a laterest of Borrower's 18th and of prizate to release the lightly of Bidgment or any Successor is in Interest of Borrower's 18th and of prizate to release the lightly of Bidgment or any successor is in Interest of Borrower's 18th and of prizate to release the lightly of Bidgment of the sums second by this Security Instrument by reason of day demand made by the original Borrower's or any Successor is in Interest of Berrower's 18th and of prayments from third pettons, entities or Successor is in Interest of Berrower's and Successor is payments from third pettons, entities or Successor is the success of Successor is an Assagn state last in the interest of the province of payments from the light of the successor is the success of the province of payments from the l

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

As used in this Security Justicable (a) words of the mesculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the slagular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion volution any obligation to take any action.

to take any action.

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

IS. Transfer of the Property or a Rensiteful Interest in Borrisser. As used in this Section 18, Universit in the Property means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bould for deed, contract for deed, installment sales contract or deed, installment sales contract or excover agreement, the inient of which is the transfer of this by Horrower at a future date to a porchisor.

contract of acrow agreement, the intent of which is the transfer of title by Borrower at a future date to a partitiser.

If all or any pairt of the Property of any linerest in the Property is sold or transferred of if Borrower is not a statural person and a boneficial interest in Borrower is sold or transferred) without louder's prior written consent, Lender may require immediate payment in full of all simils secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibiled by Applicable Law.

If Lender creates: this option, Lender shall give Berrower notice of acceleration. The notice shall provide a verted of not less than 30 days from the date the notice is given in accordance with Security Joshich which Borrower mist pay all soms secured by this Security Instrument. If Borrower foils to pay these same prior to the expiration of this period. Lender may insole any remedies permitted by this Security Instrument without forther notice or demand on Borrower.

19. Borrower's Right is Rebistante After Acceleration. If Borrower meets certain conditions, Borrower's shall have the right to have enforcement of this Security Instrument and the romaination of the Repletity plusional it any power of safe contained in this Security Instrument. (b) such other period as Applicable Law night specify for the formination of Borrower's right to remaining of the Repletity plusional it any power of safe contained in this Security Instrument and the Note as if no acceleration had occurred. (b) cruce any default of any other loss incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, and let lakes such action as Lender in a reforming this Security Instrument, and let lakes such action as Lender in reforming this Security Instrument in the Emperty and rights under this Security Instrument, and Borrower's obligation to pay the sense secured by this Security Instrument, and Borrower's obligation to pay the sense secured

acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section: 18.

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

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Tom Leatherwood, Shelby County Register of Deeds: Instr. # 05126412

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Neither Borrower for Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the momber of a class) that arises from the other party; actions purquent to this Security Instrument, until such Borrower of Lender has notified the other party (with such and in the other party (with such notites given in compliance with the requirements of Section 1.9) of such alleged breach and afforded the other party hereto a reasonable period after the group of such notice to these corrective action. If Applicable Law provides a time period which must elense before certain action can be taken, that fines period will be deemed to be reasonable for partyces of this paragraph. The notice of acceleration and opportunity to ever given to Borrower pulsatum to Section 2.2 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deeined to satisfy the notice and opportunity to take corrective action provisions of the Section 20.

21. Hazardous Substances. As used in this Section 21. (a) "Hezardous Substances" are those substances defined as foste or hazardous substances, oplications, or vastes by Environmental Law and the following substances: gosoline, kertisene, other Hamanable or toole perroleum products, toole justified and herbicides; colatile solvents, materials commining states or formalizelyte, and radioactive materials by "Environmental Law and the following substances gosoline, kertisene, other Hamanable or toole perroleum products, toole justified and herbicides; colatile solvents, materials commining states or formalizelyte, and radioactive materials by "Environmental Law and the following substances gosoline in the tester to health, safety or giving mental protection, (c) "Environmental Ceanup" Includes any response action, remedial action, or removal action, as defined in Environmental Law, and the property in the property of the property. The proving state is involved to the protective, one of the section of the protective, or permit the presence, use of

incon-uniform covenants. Borrower and Lender further covenant and agree as follows:

12. Acceleration Remedies: Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (last not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The motice shall specify (a) the default (b) its viction required to early the default, (c) a date, not less than 30 days from the date the motice is given to Borrower, by which the default must be quest; and (d) that inhure to care the default of or before the date specified in the notice pays result in acceleration of the same secured by this Security Instrument and sale of the Property. The notice shall further informs secured by this Security Instrument and sale of the Property. The notice shall further informs secured by this Security Instrument and sale of the Property. The notice shall further informs the remember of the right to refust a other after acceleration and sale; if the default is not cared on or helican life acceleration and the right to bring a court action to assert the inor-existence of indicate the date specified in the notice, Lender at its option may require humediate payment; in full of all sums secured by this Security Instrument without facilies; depard and case invoke the power of sale and successive in the power of sale into the property is provided in this Section 22 including, but not limited to, reasonable shortness; less and costs of title addence.

If Lender invokes the power of sole, Trustee shall give notice of sale by public advertisement in the county in which the Property is located for the time and in the manner provided by Applicable Law, and Lender or Trustee, shall mall a copy of the police of sale to Borrower in the name provided in the county in which the Property is located for the time and to the Property at any sale.

Tenders shall deliver to the purchaser Trustee's deed counting the Property without any coverns for manife

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EX4181+20

Losa No:

Data ID: 301

23. Release. Upon payment of all sums secured by this Societly Instrument, Leader shall release this Security Instrument, Leader may tharge Borrower's lee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted linder Applicable Law.

24. Substitute Trustee. Leader, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Waivers. Borrower valves all right of homestead, equity of redemption, statutory right of redemptions and relinquishes all other rights and exemptions of every kind, including but not limited to, a statutory right to an elective share in the Property.

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

IN WITNESS WHEREOF, Borrower has executed that Security testingmont.

LICENTAL GOOD (SCO))
BRISTY M FORTER—Sonorior

LOUNT IN PORTER —BONGWAY

mi (Scall)

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EXHIBIT 20

Loan No.

Data 10: 301

[Special Below This Livin For Action west, moral]

Some of TERMINISCENICALITIES COMING OF LATE ANY SEAS

On this Z7 day of TMY 2005, before the personalty appeared LOUNA M PORTER AND BRETT M PORTER, I THIS PORTE WILL THE THE PRINCIPAL OF WILL THE THE PRINCIPAL AND BRETT M PORTER, I THIS PORTER WILL THE THE PRINCIPAL AND BRETT M PORTER, I THIS PORTER AND THE THE PRINCIPAL AND THE THE THIS PRINCIPAL AND THE PORTER AND THE THIS PRINCIPAL AND THE PORTER AN

(Scal)

The Market

Notary Public

ANDAEBaha Whanion
(Pcinted Name)

My commission expires: Tuliz E8 - 6006

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CARrifesion 9 1267 321
Rotary Publis - California 9
Los Angeles County
1/4 Carama Exploss Jul 28, 2000

Tom Leatherwood, Shelby County Register of Deeds: Instr. # 05126412

EXHIBIT 20

Loan No.

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D. BORROWER'S RIGHT TO REINSTATE DELETED. Section 19 is deleted.

E. BORROWER'S OCCUPANCY. Unless Lander and Borrower otherwise agree in willing. Section 6 concerning Borrower's occupancy of the Property is deleted,

P. ASSIGNMENT OF LEASES. Upon Lander's request after default, Borrower shall assign to Lender all: leases of the Property and all security deposits made to connection with Jesses of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's role discretion. As used in this paragraph G, the word lease's shall mean 'sublesse' if the Security Instrument is on a leasehold.

G. ASSIGNMENT OF RESTING APPOINTMENT OF RECEIVER: LINDER IN POSSESSION. Borrower absolutely and onconditionally assigns and transfers to Lender all the rema and revenues (Rems') of the Property regardless of to whom the Rems of the Property are possible. Borrower authorizes Lander of Lender's agents to collect the Rems, and agrees that each tenant of the Property shall pay the Rems to Lender or Lender's agents. However, Borrower shall receive the Rems until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rems are to be paid to Lender or Lender's agent. This assignment of Rems constitutes an absolute assignment and not an assignment for additional constitutionals.

This assignment of Rems constitutes an absolute assignment and not an assignment for additional security only.

If Lepton gives notice of default to Borrover (f) all Rems resolved by Borrover shall be held by Borrover as trusted for the benefit of Lender only, to be applied to the sums secured by the Scoulity Instrument; (ff) Londer shall be entitled to collect and receive all of the Renks of the Property; (fill) Borrover agrees that each tenant of the Property shall pay all Reits due and unpaid to Lander or Lender's agents upon Lenders written demand to the tenant; (v) unless applicable law provides often all Renks collected by Lender's agents agents shall be applied first to the crass of taking control of additionalizing the Property and collecting the Renks, including, but not limited to, attorney's less, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance promitions, takes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender's agents or any judicially appointed receiver shall be liable to account; for only those Renks actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Renks and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Renks of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Renks, any lands expended by Lender for such purposes shall become indebtedness of Borrower in Lender secured by the Security Instrument pursuant to Security 2.

Section 9.

Burrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not reformed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender to Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of detault to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not give or valve any default or invalidate any other right or remely of Lender. This assignment of Roms of the Property shall terminate when all the some secured by the Security Instrument are paid in full.

H. CROSS-DEFAULT PROVISION. Bornower's default or breach under any note or agreement in which Leader has an interest shall be a breach under the Security Instrument and Leader may invoke any of the remedies permitted by the Security Instrument.

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FORM STATE ng) (Page 2 of 3 Pages)



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Data 10: 301

BY SIGNING BELOW, Borrower accepts and agrees to the terms and coverants contained in this 14 Family Rider.

AMA (AMA) (Sea))

CHINA M PORTER—Borrower

MULTISTATE I/A FAMILY ECUEN- Favor Manhadia Man UNIFORM DESIRODIENT

Form 3170 1/01 (Page 2 of 3 Pages) Tom Leatherwood, Shelby County Register of Deeds: Instr. # 05126412:

EXHIBIT 27)

Loun No: Bonower LOLINA M FORTER Data 1D: 301

ADJUSTABLE RATE RIDER

THIS ADVISTABLE RATE RIVER is made this 27th day of July, 2005, and is incorporated land and shall be deemed to smend and supplement the Mortgage. Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Bornower") to secure Bornower's Adjustable Rate Note (the "Note") to HOMECOMINGS FINANCIAL NETWORK, INC. ("Lender") of the same date and covering the property described in the Security Instrument and located at:

6131 WOODSTOCK VIEW DRIVE MILLINGTON, TENNESSEE 38053 [Property Address]

THE NOTE CONTAINS PROVISIONS THAT WILL, CHANGE THE INTEREST RATE AND THE MONTHLY PAYMENT. THERE MAY BE A LIMIT ON THE AMOUNT THAT THE MONTHLY PAYMENT CAN INCREASE. THE PRINCIPAL AMOUNT TO BEPAY COULD BE GREATER THAN THE AMOUNT ORIGINALLY BORROWED; BUT NOT MORE THAN THE LIMET STATED IN THE NOTE.

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

a interest rate and monthly payment changes:

The Note provides for changes in the interest rate and the monthly payments, as follows:

INTEREST

(A) Interest Rate Interest will be charged on unustid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 2375 %. The interest rate I will pay may change.

The interest-rate required by this Section 2 is the rate I will pay both before and after any default described in Section 7(8) of this Note.

usuances in Section 7(8) of this Note.

(B) Interest Rate Change Dates
The Interest rate I will pay may change on the first day of September, 2005, and on that day every month thereafter. Each date on which my interest rate could change is called an Interest Rate Change Date.

(C) Interest Rate I will never will become effective on each Interest Rate Change Date.

(C) Interest Rate I limit interest rate will never be greater than 9.9301 %.

(D) Index.

Beginning with the first Interest Rate Change Date, my adjustable interest rate will be based on an Index. The 'Index' is the Twelve-Month Average of monthly yields on actively traded United States Tressory Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitles "Selected Interest Rates (h.15)" (the "Monthly Yields). The Twelve Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12. The most recent Index figure available as of the date 15 days before each Interest Rate Change Date is called the "Current Index."

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

MULTISTATE ABJUSTABLE RATE FIDER - 12-Month Average of Monthly Average Treasury Tields Index Modified by Middleberg, Riddle & Blands



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(E) Calculation of Interest Rafe Changes.

Edoré éach Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding THREE and ONE FOLK THE percentage points (3.250 %) to the Current Index. The Mote Holder will then round the result of the addition to the nearest one cights of the percentage point (0.125%). Subject to the limit stated in 2(O) above this rounded amount will be my new interest rate until the next Interest Rate Change Date.

3. PAYMENTS

3. PAYMENTS

(A) Time and Place of Payments

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

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

I will make my monthly payments on the first day of each month heginning on September 1, 2005. I will make these payments every month until I have paid all the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If on August 1, 2005, I still owe amonths under this Note, I will pay those amonths in full on that date, which is called the Mannity

Date:
Lively make my monthly payments at 2101 Rections; Suite 169W, CHARLOTTE; NC 28211, or at a different place it required by the Note Holder.

(B) Amount of My Initial Monthly Payments
Each month of my initial monthly payments will be in the amount of U.S. S. 475.71. This amount may

change.

(C) Proyment Change Dates

My monthly payment may change as required by Section I(D) below beginning on the first day of Schlemics, 2006, and on that day every 12th month thereaftor. Each of these dates is called a Payment Change Date. My monthly payment also will change at any time Section 3(P) or 3(C) below requires me. to pay a different monthly payment.

I will pay the amount of my new monthly payment each month beginning on each Payment Change Date or as provided in Section 3(P) or 3(C) below.

(D) Calculation of Monthly Payment Change's

Reforce each Payment Change Date. He Note Holder will calculate the smount of the monthly payment that would be sufficient to repay the unpaid principal that I not expected to over at the Payment Change Date in full on the Majurity Date in substantially qual installments at the interest rate effective during the month preceding the Payment Change Date. The result of this Calculation is called the Poil Payment will be in the amount of the Poil Payment, except that my new monthly payment will be in the amount of the Poil Payment, except that my new monthly payment will be finited to an amount that will not be more than 7.30% greater than the amount of my last monthly payment due before the Payment Change Date.

(E) Additions to My Unpaid Principal

My monthly payment could be less than the amount of my monthly payment that would be sufficient to repay the unpaid principal I owe at the monthly payment due in the manual payments. If 36, each month that monthly payment the interest portion, the Note Holder will subtract the amount of my monthly payment the amount of the amount of the Adameter portion and will add the difference to my unpaid principal. The flote Holder also will add interest coded to Principal will be the rate required by Section 2 above.

Form 3184.1/01. (Page 2 of 4 Pages)

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(b) Limit on his Unpaid Principul Increased Monthly Parment

My impaid principal can never exceed a maximum amount equal to 145% of the Principal amount I originally bornowed. Because of my paying only limited monthly payments, the addition of unpaid interest to my unpaid principal under Section A(B) above could cause my unpaid principal to exceed the maximum anicipal when interest rates increase. In that event, on the date that my paying my groupilly payment would cause me to exceed that limit, I will instead pay a new monthly payment. The new monthly payment will be in an amount that would be collicient to repay my then unpaid principal in full on the Maximity Date in substantially equal bestalments in the interest rate effective during the preceding month.

(6) Required Fall Payment

(G) Required Full Payment On the 10th Payment Change Date and on each succeeding 10th Payment Change Date thereafter, I will begin paying the Pull Payment as my monthly payment until my monthly payment changes again. I also will begin paying the Pull Payment as my monthly payment ou the final Payment Change Date.

NOTICE OF CHANGES The Mote Holder will deliver or mail to use a notice of any changes in the amount of my mountly payment before the effective date of any change. The notice will include information required by law to us given to six and also the fille and telephone number of a person who will answer any question I may have regarding the notice.

TRANSPER OF THE PROPERTY OR A BENTFICIAL INTEREST IN BORROWER Uniform Covenant 18 of the Security Instrument is unlended to read as follows:

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

purchases.

If all or any part of the Propany or any interest in he is sold or transferred (or if Borrower is not a natural period and a beneatical interest in Gerrower is sold or transferred) without Lender's prior written consent Lender may at its option, require immediate payment in full of all sums secured by this Scourity Instrument. However, this option shall not be exercised by Lender if exercise its prohibited by federal law as of the date of this Scourity Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by Applicable Law. Lender also shall not exercise this option if (a) Borrower causes to be submitted by Applicable Law. Lender also shall not exercise the intended transferce as it a new loan were being made to the transferce; and (b) Lender reasonably distributes that Lender's security will not be impalited by the loan assumption and that the risk of a breach of any commant of agreement in this Security Instrument is accomplained to Lender.

To the extent parmitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferce to sign an

to Lender's consent to the lean assumption. Lender may also require the transferes to sign an assumption agreement that is acceptable to Lender may also require the transferes to keep all the promises and agreements made in the Note and in this Security instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in

If Lender exercises the option to require immediate payment in full, Lender shall give Bornower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or maked within which Bornower must pay all soms secured by this Security Instrument. If Bornower fails to pay these same prior to the expiration of this period, Lender may myoke any remedies permitted by this Security instrument: without further notice or demand on Bottower.

Form \$184 1/01 (Page 3 of 4 Pages)



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By Signing Bolow, Borrower accepts and agrees to the terms and covafinite contained in this Adjustable.

SEET M PORTER - Borrower

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File Number m-05-1470

: \$7 1

FULL LEGAL

Exhibit "A"

Lots 51-B. Woodstock Hills Subdivision, Section A. Re-Subdivision, of Lots 50 and 51, as shown on plat of record in Plat Book 202, page 46, in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Property Address: 6131 Woodstock View Drive, Millington, TN 38053

Being the same property conveyed to Tapp Enterprises, Inc., by Quit Claim Deed, from Woodstock Hills Partnership, a Partnership composed of Jack R. Tickle, Charles T. Tickle and Louis N. Tickle, a Tennessee General Partnership, dated 4/25/2001, filed in Book KZ, Page 9730, sald Register's Office.

Being the same property conveyed to Lolina Moran Porter, married from Tapp Enterprises, inc. a TN Corp. by Warranty Dead being recorded alimpitaneously herewith in Instrument No.

Lolina Moran Proter is one and the same person as Lolina M. Porter.

Investment Property

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Indymac Bank FS.B. v. Yand-Holoski (2009 NY Slip Op. 52333(U))

http://www.nycountigov/cepurce/i3deanles/2009/2009_52333.htm



[*1]

	Indymac Bank F.S.B. v Yand-Hordsti
	2009 NY Silp Op 52333(Ü)
	Decided on November 19, 2009
	Supreme Court, Suffelk County:
	Spinieri, I.
A. January	Published by New York Siste Caw Reporting Bureau pursuent to Indiciary Law § 431.
1	Tids opinion is unconsisted and will not be published in the princed Official Reports.

Decided on November 19, 2009

Supreme Court, Suffolk County

Indymac Bank F.S.B., Plaintiff

against

Diana Yano-Horoski, Wells Farge Bank Minnesofa National Association as Trustee for Soundview Home Equity Loan Trust 2001-1 and Kimberly Horoski, Defendants.

2005-17926

Steven J. Baum P.C.

Attendey for Plaintiff

11/24/09 5:26 PM

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Indymac Bank F.S.B., v Youo-Horoski (2009 NY Slip Op 52333(VI)

huip://www.nycouris.gov/reporter/3dseries/2000/2009_52333.htm

EXHIBIT 21

P.O. Box 1291

Buffalo, New York 14240.

Diana Yang-Horoski

Defendant Pro Se

8. Oakland Street

East Patchogue, New York 11772-5767

Jeffrey Arlen Spinner, I.

This is an action wherein the Plaintiff claims foreclosure of a morigage dated August 4. 2004 in the original principal amount of \$292,500.00 recorded with the Clerk of Suffolk County, New York in Liber 20826 of Mortgages at Page 285. The mortgage secures an adjustable rate note of the same amount with an initial interest rate of 10.375%. The mortgage encumbers real property commonly known as 8 Oakland Street, East Patchague, Town of Brookhaven, New York and described as District 0200 Section 979.50 Block 05.00 Lot 001.000 on the Tax Map of Suffolk County. Plaintiff commenced this action by filing a Summons, Verified Complaint and Notice of Pendency on July 27, 2005. The Notice of Pendency was extended by Order dated April 28, 2008 and a Judgment of Foreclosure & Sale was granted on January 12, 2009.

Thereafter and in accordance with the Laws of 2008, Ch. 472, Sec. 3-a and in view of the fact that the loan at issue was deemed to be "sub-prime" or "high cost" in nature, Defendant seasonably requested that the Court convene a settlement conference. That request was granted and a conference was continued on February 24, 2009 which was continued five times in a series of unsuccessful attempts by the Court to obtain meaningful cooperation from Plaintiff. In view of Plaintiff's intransigence in its continuing failure and refusal to cooperate, both with the Court and with Defendant's multiple and reasonable requests, the Court directed that Plaintiff produce an officer of the bank at the adjourned

Indymec Bank F.S.B. v Yono-Horoski (2009 MY Slip Op 52333(U)).

http://vivivinyeinuds.gov/reporter/3dseries/2009/2009_52332.htm

EXHIBIT 2:/

conference scheduled for September 22, 2009.

At the conference held on September 22, 2009, Karen Dickinson, Regional Manager of [12] Loss Mitigation for IndyMac Mortgage Services, division of OneWest Bank F.S.B. ("IndyMac") appeared on behalf of Plaintiff. IndyMac purports to be the servicer of the loan for the benefit of Deutsche Bank who, it is claimed, is the owner and holder of the note and mortgage (though the record holder is IndyMac Bank F.S.B., an entity which no longer is in existence). At that conference, it was coloritously made clear to the Court that Plaintiff had no good faith intention whatsoever of resolving this matter in any manner other than a complete and forcible devolution of title from Defendant. Although indyMac had prepared a two page document entitled "Mediation Yono-Horoski" which contained what purported to be a financial analysis, Ms. Dickinson's affirmative statements made it abundantly clear that no form of mediation, resolution or settlement would be acceptable to Plaintiff. IndyMac asserts the total amount due it to be in excess of \$ 525,000.00 and freely concedes that the property securing the loan is worth no more than \$ 275,000.00. Although Ms. Dickinson insisted that Ms. Yang-Horoski had been offered a "Forbearance Agreement in the recent past upon which she quickly defaulted, it was only after substantial prodding by the Court that Ma, Dickinson conceded, with great reluctance, that it had not been sent to Defendant until after its stated first payment due date and hence, Defendant could not have consummated it under any circumstances (Defendant, through Plaintiff's displicity, found herself to be in the unique and uncomfortable position of being placed in default of the "agreement" even before she had received it). Plaintiff flatly rejected an offer by Plaintiff's daughter to purchase the house for its fair market value (a so-called "short sale") with third party financing. Plaintiff refused to consider a loan modification utilizing any more than 25% of the income of Plaintiff's husband and daughter (both of whom reside in the premises with her), the excuse being that "We can't control what non-obligors do with their money" (the togical follow up to this statement is how does the bank control what the obligor does with her money?). The Court found IndyMac's position to be deeply troubling, especially since a plettiora of sub-prime loans in this County's Foreclosure Conference Part have been successfully modified with the lender's reliance upon the income of non-obligors who reside in the premises under forcelosure. The Plaintiff also summarily rejected an offer by both Plaintiff's husband and daughter to voluntarily obligate themselves for payment upon the full indebtedness, thus

Indigniac Bank P.S.B. v Yano-Horoski (2009 NY Slip Op 52533(UI))

http://www.nycourts.ggv/rsporter/Bdseries/2009/2009_53333.htm

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committing their individual incomes expressly to the purpose of a loan modification. It should be noted here that Defendant did not even request any waiver or "forgiveness" of the indebtedness aside from some tinkering with the interest rate, just a modification of terms so as to enable her to repay the same. It was evident from Ms. Dickinson's opprobrious demeanor and condescending attitude that no proffer by Defendant (short of consent to foreclosure and ejectment of Defendant and her family) would be acceptable to Plaintiff. Even a final and despende offer of a deed in lieu of foreclosure was met with bland equivocation. In short, each and every proposal by Defendant, no matter how reasonable, was soundly rebuffed by Plaintiff. Viewed objectively, it is apparent that Plaintiff's conduct in this matter falls within the definitions set forth in 22 NYCRR \$ 130-1.1(c)(2), which might well warrant the imposition of monetary sanctions.

On the Courts own motion, a hearing was held on November 18, 2009 in order to explore the issues herein. At the hearing, Ms. Dickinson appeared as well as Mr. Horoski. IndyMac claimed a balance due, as of September 22, 2009 of \$ 527,437.73 which included an escrew overdraft of \$ 46,627.88 for taxes advanced since the date of default but did not include attorney's fees and costs. Plaintiff was unable to tell the Court the amount of the principal [*3]balance owed. Mr. Horoski advised the Court that according to two letters received from Plaintiff, the principal balance was said to be \$ 285,381.70 as of February 9, 2009 and \$ 283,992.48 as of August 10, 2009. Plaintiff stated was that Defendant must have made payments though it was conceded that in fact no payment had been made Plaintiff insisted that it had remained in regular contact with Defendant in an effort to reach an amicable resolution, that it had extended two modification offers to Defendant which she did not accept and further, that due to her financial status she was not qualified for any modification, even under the Federal HAMP guidelines. Plaintiff denied that it had "singled out" Defendants, simply stating that her status was such that she fell outside applicable guidelines. All of these assertions were disputed by Defendant.

That having been said, the Court is greatly disturbed by Plaintiff's assertions of the amount claimed to be due from Defendant. The Referee's Report dated June 30, 2003, which has its genesis in a sworn affidavit by a representative of Plaintiff (presumably one with knowledge of the account), reflects a total amount due and owing of \$ 392,983.42. The principal balance is reported to be \$ 290,687.85 with interest computed at the rates of

Indymic Bunk F.S.B. v Yano-Horoski (2009 NY Silp Op 32333(U))

http://www.nycointe.gov/repointer/3dsartes/2009/2009_52333.html

EXHBIT 21

10.375% from November 1, 2005 through August 31, 2006 (\$ 25,118.62), 12:50% from September 1, 2006 to February 28, 2007 (\$ 18,018.66), 12.375% from March 1, 2007 to March 31, 2008 (\$ 39,126,39) and T1,375% from April 1, 2008 to June 24, 2008 (\$ 7,700.24) totalling \$ 89,963.91. Plaintiff also claims \$ 20.00 in non-sufficient funds ... charges, \$ 295.00 in property inspection fees and \$ 12,016.66 for fax and insurance advances. The Judgment of Foreologue & Sala dated January 12, 2009 was granted in the amount of \$ 392,983.42 with interest at the contract rate from June 24, 2008 through January 12, 2009 and at the statutory rate thereafter plus attorney's fees of \$ 2,300.00 and a bill different in the amount of \$ 1,705.00. Even computing the accrual of pre-judgment interest of \$ 18,299.18 (using Plaintiff's per diem rate in the Referee's Report) together with post-judgment interest at a statutory 9% through November 19, 2009 (an additional \$ 31,740,90), the application of simple addition yields a total amount due of \$ 447,028.50. This figure is \$ 80,409.23 less than the \$ 527,437.73 asserted by Plaintiff to be due and owing from Defendant. The Court is assounded that Plaintiff now claims to be owed an escrow advance amount of \$ 46,627.38 when, under oath, its officer swore that as of June 24, 2008 that amount was actually \$ 34,611.22 less. Moreover, it now appears that the elusive principal balance is either \$ 290,687.85; \$ 285,381.70 or \$ 283,992.48.

If is the province and indeed the obligation of the trial court to assess and to determine issues regarding credibility, Morgan v McCaffrey 14 AD34 (70 (2nd Dept. 2005). In the matter before the Court, the pendulum of credibility swings heavily in favor of Defendant. When the conduct of Plaintiff in this proceeding is viewed in its entirely, it compels the Court to invoke the ancient and venerable principle of "Falsus in uno, falsus in omair" (Latin; "falsu in one, falsu in all") upon Defendant which, after review, is wholly appropriate in the context presented, Deering v Metcalf 74 NY 501 (1878). Regrettably, the Court has been unable to find even so much as a scintilla of good faith on the part of Plaintiff. Plaintiff comes before this Court with unclean hands yet has the insufferable temerity to demand equitable relief against Defendant.

The Court, over the course of some six substantive appearances in seven months, has been afforded more than ample opportunity to assess the demeanor, credibility and general state [*4]of relevant affairs of Defendant and Plaintiff. Although not actually relevant to the disposition of this matter, the Court is constrained to note that Defendant is afflicted

Indymac Bank F.S.B. v Yano: Horoski (2009 NY Slip: Op 52383(U))

http://www.nycourts.gov/reporter/3dsedes/260012001_32335.htm

with multiple health problems which outwardly manifest in her experiencing great difficulty in ambritation, necessitating the use of mechanical supports. Moreover, Defendant's husband, Mr. Gregory Horoski, suffers from a myriad of serious medical conditions which greatly impede most aspects of his daily existence. Nonetheless, both of these persons, together with their adult daughter who resides with them and who is substantially and gainfully employed, receive income which they are more than willing to commit, in good faith, toward repayment of the debt to Plaintiff and indeed, despite their physical challenges, they have appeared at each and every scheduled conference before this Court. At each appearance, they have assiduously attempted to resolve this consreversy in an amicable fashion, only to be callously and arbitrarily turned away by Plaintiff. This has been so even in spite of the Court's continuing albeit futile endeavors at brokering a settlement.

As a relevant axide, the seenario presented here raises the specter of a much greater social problem, that of housing those persons whose homes are foreclosed and who are thereafter dispossessed. It is certainly no secret that Suffolk County is in the yawning abyss of a deep mortgage and housing crisis with foreclosure filings at a record high rate and a corresponding paneity of emergency housing. While foreclosure and its attendant eviction are clearly the inevitable (and in some pases, proper) result in a number of these situations, the Court is persuaded that this need not be the case here. In this matter, Defendant is plainly willing to make arrangements for repayment and both her husband and daughter are likewise willing to allocate their respective incomes in order to reach the same end. Were Plaintiff amenable, she would presumably continue to maintain the property's physical plant, pay taxes thereon and the property would retain or perhaps increase its market value. Plaintiff would receive a regular income stream, albeit with a reduced rate of interest and without sustaining a loss of several hundred thousand dollars. In addition, no neighborhood blight would occur from the boarding of the property after foreclosure which would, in turn, avert problems of litter, dumping, vagrancy and vandalism as well as a corresponding decline in the property values in the immediate area. hi short, a loon modification would result in a proverbial "win-win" for all parties involved. To do otherwise would result in virtually certain undomicated status for two physically unhealthy persons and their daughter, leading to an additional level of problems, both for them and for society.

Indymae Bank F.S.B. v Yano-Horoski (2009 NY Skip Op 52333(U))

http://www.nyconits.gov/reporter/adiarit/s/2009/2009_52333.htm

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Since an action claiming foreclosure of a mortgage is one sounding in equity. Jamaica Savings Bank v. M.S. Investing Co. 274 NY 213 (1937), the very commencement of the action by Plainfiff invokes the Court's equity jurisdiction. While it must be noted that the formal distinctions between an action at law and a suit in equity have long since been abolished in New York (see CPLR 103, Pield Code Of 1848 §§ 2, 3, 4, 69), the Supreme Court nevertheless has equity jurisdiction and distinct rules regarding equity are still extant, Carroll v. Bullock 207 NY 567, 101 NE 438 (1913). Speaking generally and broadly, it is settled law that "Stability of contract obligations must not be undermined by judicial sympathy..." Graf v. Hope Building Corporation 254 NY 1 (1930). However, it is true with equal force and effect that equity must not and cannot slavishly and blindly follow the law, Hedges v. Dixon County 150 US 182, 192 (1893). Moreover, as succinctly decreed by our Court of Appeals in the matter of Noyes v. [*5] Anderson 124 NK 175. (1890): "A party having a legal right shall not be permitted to avail himself of it for the purposes of injustice or oppression..." 124 NY at 179.

In the matter of Eastman Kodak Co. v. Schwartz 133 NYS2d 908 (Sup. Ct., New York County, 1954), Special Tetm stated that "The maxim of "elejan hands" fundamentally was conceived in equity jurisprudence to refuse to lend its aid in any mainter to one seeking its active interposition who has been guilty of unlawful, unconscionable or inequitable conduct in the matter with relation to which he seeks relief." 133 NYS2d at 925, citing Pirst Trust & Sayings Bank v. Iowa-Wisconsin Bridge Co. 98 F 2d 416 (8th Cir. 1938), cert. denied 305 US 650, 59 S. Cr. 243, 83 L. Ed. 240 (1938), reh. denied 305 US 676, 39 S Ct. 356 83 L. Ed. 437 (1939); General Excavator Co. v. Keystone Driller Co. 65 F 2d 39 (6th Cir. 1933), cert. granted 289 US 721, 53 S. Ct. 191, 77 L. Ed. 1472 (1935), affit 290 US 240, 54 S. Ct. 146, 78 L. Ed. 793 (1934).

In attempting to arrive at a determination as to whether or not equity should properly intervene in this matter so as to permit foreclosure of the mortgage, the Court is required to look at the situation in total giving due and careful consideration as to whether the remedy sought by Plaintiff would be repugnant to the public interest when seen from the point of view of public morality, see, for example, 55 NY Jun Equity § 113, Mollings v. Podlaff 133 NYS2d 743 (Sup. Ct., New York County, 1954). Equitable relief will not lie in favor of one who sets in a median which is shocking to the conselence, Duggan v. Platz.

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Indynuc Bank FS.B. v Yano-Horocki (2009 NY Slip Op 52233(U))

http://www.trycourts.gov/reporter/Adsortes/2009/2009_53553.htm

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238 AD 197, 264 NYS 403 (3rd Dept. 1933), mod. on other grounds 263 NY 505, 189 NE 566 (1934), neither will equity be available to one who acts in a manner that is appressive or unlist or whose conduct is sufficiently egregious so as to prohibit the party from asserting its legal rights against a defaulting adversary, In Re Foreclasure Of Tax Liens 117 NYS24725 (Sup. Ct. Kings County, 1952), aff d on other grounds 286 AD 1027, 145 NYS2d 97 (2nd Dept. 1955), mod on other grounds on reargument I AD2d 95, 148 NYS2d 173 (2nd Dept. 1955), appeal granted 7.4D2d 784, 149 NYS2d 227 (2nd Dept. 1956). The compass by which the questioned conduct must be measured is a moral one and the acts complained of (those that are sufficient so as to prevent equity's intervention) need not be criminal nor actionable at law but most inerely be willful and unconscionable or be of such. a pature that honest and fair minded folk would roundly denounce such actions as being morally and othically wrong, Pecorella v. Greater Buffalo Press Inc. 107 AD2d 1064, 468 NYS2d 362 (4th Dept. 1985). Thus, where a party acts in a manner that is offensive to good conscience and justice, he will be completely without recourse in a court of equity, regardless of what his legal rights may be, Eastman Kodak Co. v. Schwartz 133 NYS2d 908 (Sup. Ct., New York County, 1954), York v. Searles 97 AD 331. 90 NYS 37 (2nd Dept. 1904), affa 189 NY 573, 82 NE 1134 (1907).

An objective and painstaking examination of the totality of the facts and circumstances herein leads this Court to the inescapable conclusion that the affirmative conduct exhibited by Plaintiff at least since since February 24, 2009 (and perhaps carlier) has been and is inequitable, unconscionable, verations and opprobations. The Court is constrained, solely as a result of Plaintiff's affirmative acts, to conclude that Plaintiff's conduct is wholly unsupportable at law or in equity, greatly egregious and so completely devoid of good faith that equity cannot be permitted to intervene on its behalf. Indeed, Plaintiff's actions toward Defendant in this matter have been harsh, repugnant, shocking and repulsive to the extent that it must be appropriately [*6] sanctioned so as to deter it from imposing further mortifying abuse against Defendant. The Court cannot be assured that Plaintiff will not repeat this course of conduct if this action is merely dismissed and hence, dismissal standing alone is not a reasonable option. Likewise, the imposition of monetary sanctions under 22 NYCRR § 130-1.1.et, seq. is not likely to have a salubrious of remedial offect on these proceedings and certainly would not inute to Defendant's benefit. This Court is of the opinion that cancellation of the indebtedness and discharge of

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. . .

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Budyinsa Buda F.S.B. v Yano-Horoski (2009 NY Stip Op 52333(U))

http://www.nycouris.gov/reponen3ds=nes/2009/2009_52333.html

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the mortgage, when taken together, constitute the appropriate equitable disposition under the unique facts and direconstances presented herein.

After careful consideration, it is the determination of this Court that the indebtedness evidenced by the Adjustable Rate Note dated August 4, 2004 in the original principal amount of \$292,500.00 made by Diana I. Yang-Horoski in favor of IndyMac Bank F.S.B. should be cancelled, voided and set aside. In addition, the Mortgage which secures the Adjustable Rate Note, given to Mortgage Electronic Registration Systems Inc. As Nominea For IndyMac Bank F.S.B. dated August 4, 2004 and recorded with the Clerk of Suffolk County on August 16, 2004 in Liber 20826 of Mortgages at Page 285, as assigned by Assignment recorded with the Clerk of Suffolk County in Liber 21273 of Mortgages at Page 808 should be cancelled and discharged of record. Further, Plaintiff, its successors and assigns should be forever barred and prohibited from any action to collect upon the Adjustable Rate Note. In addition, the Judgment of Forcelosure & Sale granted on January 12, 2009 and entered on January 23, 2009 should be varieted and set aside and the Notice of Pendency should be cancelled and discharged of record. For this Court to decree anything less than the foregoing would be for the Court to be wholly decelled in the performance of its obligations.

Upon the Court's own motion, it is

ORDERED that the Adjustable Rate Note in the amount of \$292,500.00 dated August 4, 2004 made by Diana T. Yang-Horoski in favor of IndyMac Bank F.S.B. shall be and the same is hereby cancelled, voided, avoided, nullified, set aside and is of no further force and effect; and it is further

ORDERED that the Mortgage in the amount of \$ 292,500:00 which secures said
Adjustable Rate Note given by Diana J. Yano-Horoski to Mortgage Electronic Registration
Systems Inc. As Nominee For IndyMac Bank F.S.B. dated August 4, 2004 and recorded
with the Clerk of Suffolk County on August 16, 2004 in Liber 20826 of Mortgages as
Page 285, as assigned to IndyMac Bank F.S.B. by Assignment recorded with the Clerk of
Suffolk County in Liber 21273 of Mortgages at Page 808 shall be and the same is hereby
vacated, cancelled, released and discharged of record; and it is further

Hidymac Bank FS:B. v Your-Horoski (2009 NY Slip Op 52333](U))

http://www.nycourts.gov/reportur/34scrics/2009/2009_52333.htm

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ORDERED that the Plaintiff, its successors and assigns are hereby baired, prohibited and foreclosed from attempting, in any manner, directly or indirectly, to enforce any provision of the [*7]aforesaid Adjustable Rate Note and Mortgage or any portion thereof as against Defendant, her heirs or successors; and it is further

ORDERED that the Judgment of Forcelosure & Sale granted under this index number on January 12, 2009 and entered in the Office of the Clerk of Suffolk County on January 23, 2009 shall be and the same is hereby vacated and set aside; and it is further

ORDERED that the Notice of Pendency filed with the Clerk of Suffulk County on July 27, 2005 under sequence no. 172456, which was extended by Order dated September 2, 2008 shall be and the same is hereby cancelled, vacated and set aside; and it is further.

ORDERED that the Notice of Pendency filed with the Clerk of Suffolk County on August 29, 2008 under sequence no. 199616, shall be and the same is hereby cancelled, vacated and set aside; and it is further

ORDERED that the Clerk of Suffolk County shall cause a copy of this Order & Judgment to be filed in the Land Records so as to effectuate of record each and every one of the provisions hereinabove set forth with respect to cancellation of the instruments and items of record; and it is further

ORDERED that Plaintiff shall pay to the Clerk of Suffolk County, within fen (10) days from the date of entry hereof, any and all fees and costs required to effect cancellation of record of the Mortgage, Notices of Pendency and any other fees so levied; and it is further

ORDERED that within ten (10) days of the date of entry hereof, Plaintiff's counsel shall serve a copy of this Order upon the Clerk of Suffolk County and the Defendant.

This shall constitute the Decision, Judgment and Order of this Court.

Dated: November 19, 2009

Riverhead, New York

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Indivines Bank F.S.B., v. Yano-Horoski (2009:NY Stip Op 52353(U)).

http://www.iycourla.gov/reporter/3dseries/2009/2009_52333.htm.

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ENTER:

JEFFREY ARLEN SPINNER, LS.C.

Return to Decision List

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IN THE CHANCERY COURT OF SHELBY COUNTY, TENNESSEE FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS

LOLINA PORTER,	SHELBY COUNTY CHANCERY COURT
Plaintiff,	NOV 2 3 2010
· v.	DEWUN R. SETTLE, ROW TIME: LSS BY: NOW
GMAC HOMECOMINGS FINANCIALS NETWORK, AURORA LOAN SERIVCES, LLC, GENWORTH FINANCIAL INC., AND JOHN DOES,	No. CH-10-1929-3
Defendants.	

DEFENDANT GENWORTH FINANCIAL INC.'S MOTION FOR EXTENSION OF TIME TO RESPOND TO PLAINTIFF'S COMPLAINT

TO THE HONORABLE CHANCELLORS OF THE CHANCERY COURT FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS:

Defendant, Genworth Financial Inc. ("Genworth"), respectfully moves this Court under Tennessee Rule of Civil Procedure 6.02 for an extension of time in which Genworth may respond to the Plaintiff's Complaint and Emergency Motion to Set Aside Foreclosure Judgment and Sale of Real Property and Motion for Permanent Injunctive Relief Barring Future Sale of Real Property by Defendants; (Enjoin Defendants from Real Property) and Motion for Plaintiffs'[sie] Award for Punitive Damages Including Legal and Equitable Relief (the "Complaint"), up to and including January 15, 2011. In support of the motion, Genworth states as follows:

Plaintiff commenced this action by filing the Complaint on or about
 October 22, 2010.

- This Court granted Plaintiff's Temporary Restraining Order on or about
 October 25, 2010, enjoing the sale of certain real property as identified in the Complaint.
- This Court subsequently granted Plaintiff's Temporary Injunction on or about November 18, 2010.
- 4. Genworth was served with the Summons and Complaint on or about November 2, 2010.
- 5. Plaintiff's allegations against Genworth and the other defendants as set forth in the Complaint are extensive and lengthy, consisting of 36 pages and 21 exhibits.
- 6. In order to fully and properly respond to the Complaint, and because the undersigned counsel has only recently been retained by Genworth in this matter,

 Genworth respectfully requests additional time in which to investigate the allegations and up to and including January 15, 2011, to file a responsive pleading.
- 7. Undersigned counsel had consulted with Plaintiff, who is proceeding pro se, regarding the extension requested herein. Plaintiff advised that she would not file an opposition to the instant motion or appear to contest the extension sought.

Wherefore, premises considered, Defendant Genworth respectfully requests an extension of time through and including January 15, 2011, in which to file a responsive pleading to the Complaint.

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Respectfully Submitted,

Kristen C. Wright (021771)
Gabrielle A. Lewis (028271)
BASS, BERRY & SIMS PLC
100 Peabody Place, Suite 900
Memphis, Tennessee 38103
Telephone – (901) 543-5900
Facsimile – (901) 543-5999

Attorneys for Genworth Financial Inc.

CERTIFICATE OF SERVICE

I hereby certify that on November 23, 2010, a true and correct copy of the foregoing was served by regular U.S. Mail with sufficient postage affixed, upon the following:

Lolina Porter. 832 Monterey Road Glendale, California 91206

GMAC Homecomings Financials Network 1100 Virginia Drive Fort Washington, Pennsylvania 19034

Aurora Loan Services, LLC c/o Corporation Services Company 2908 Poston Avenue Nashville, Tennessee 37203

Gabrielle A. Lewis

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Lirant Boult Cummings LLP Hout Plaza bision Street, Suite 700 EX TN 37203-2754

Lolina Porter 832 Montezey Road Glendale, California 912(

ZIP 37203

IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TENNESSEE WESTERN DIVISION

LOLINA PORTER,)
)
Plaintiff,)
)
v.) Case No. 2:10-cv-2858-SHM-dkv
)
GMAC MORTGAGE, LLC;)
AURORA LOAN SERVICES, LLC;)
GENWORTH FINANCIAL; AND)
DOES,)
)
Defendants.)

MOTION TO ENFORCE BANKRUPTCY ORDER

Defendant GMAC Mortgage, LLC ("GMACM"), by and through its undersigned counsel, hereby moves the Court to dismiss GMACM as a party with prejudice pursuant to a Bankruptcy Court Order entered on February 11, 2016 (the "Order") in *In re: Residential Capital, LLC, et al.*, in the United States Bankruptcy Court for the Southern District of New York, Case Number 12-12020 (MG). In further support of its Motion, GMACM states as follows:

- 1. On May 14, 2012 (the "Petition Date"), Residential Capital, LLC and certain of its direct and indirect subsidiaries, including GMACM (collectively, the "Debtors"), filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). The Debtors' Chapter 11 cases (the "Bankruptcy Cases") were jointly administered, indexed at case number 12-12020 (MG).
- 2. On December 11, 2013, the Bankruptcy Court entered its 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") [Bankruptcy Docket 6065]¹ approving the terms of the Chapter 11 plan, as amended (the "Plan"). The effective date under the Plan occurred on December 17, 2013 (the "Effective Date").

- 3. On February 11, 2016, the Bankruptcy Court entered an Order Granting ResCap Liquidating Trust's Omnibus Motion to Enforce Injunctive Provisions of Plan and Confirmation Order, attached hereto as **Exhibit A**, which (i) bars Plaintiff, Lolina Porter from continuing to prosecute monetary claims against GMAC under the injunction provisions of the Plan and Confirmation Order, and (ii) permits the Liquidating Trust to seek sanctions in the event Plaintiff continues in her refusal to dismiss monetary claims with respect to the Debtors.
- 4. GMACM has since transferred servicing of Ms. Porter's loan to Aurora Loan Services, LLC and has no interest in the real property located at 6131 Woodstock View Drive, Millington, TN 38053 that is the subject of this lawsuit. (Compl. at 4-5.)
- 5. Thus, Plaintiff's only claims against GMACM are monetary claims related to GMACM's servicing of the Loan.
- 6. Pursuant to the Order, Plaintiff was required to dismiss her claims against GMACM within fourteen days of entry of the Order.
 - 7. To date, Plaintiff has not dismissed GMACM as a party.

WHEREFORE, based upon the Bankruptcy Court's Order, GMACM respectfully requests that the Court grant this motion and dismiss Ms. Porter's claims against GMACM with prejudice and in their entirety, award GMACM its attorneys' fees in pursuing this Motion, and grant GMACM such other and further relief as is just and appropriate.

¹ Due to its voluminous nature, the Confirmation Order, to which the Plan is an exhibit, is not included as an attachment, but a copy of the Confirmation Order and the Plan may be obtained at no charge at http://www.kccllc.net/rescap.

Respectfully submitted,

/s/ Benjamin W. Perry

Benjamin W. Perry (BPR No. 34387)
Heather H. Wright (BPR No. 30649)
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Nashville, Tennessee 37203
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F: (615) 252-6364
bperry@bradley.com
hwright@bradley.com
torneys for GMAC Mortgage, LLC

CERTIFICATE OF SERVICE

I hereby certify that on September 14, 2017, I electronically filed the foregoing with the Clerk of Court by using the CM/ECF system, which will send a notice of electronic filing to all parties registered to receive electronic notice. Copies of the foregoing were also served upon the following parties via U.S. Mail:

Lolina Porter 832 Monterey Road Glendale, California 91206

/s/ Benjamin W. Perry

Benjamin W. Perry

្មី12-12020-mg Doc 10451-2 Filed 12/07/17 Entered 12/12/17 17:14:08 Exhibit II ប្រាស់ ខ្លួន ប្រាស់ ប្រាស់ ខ្លួន ប្រសេច ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្តី ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រស់ ខ្លួន ប្រស់ ខ្លួន ប្រាស់ ខ្លួន ប្រសាស់ ខ្លួន ប្រសាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លាន ប្រាស់ ខ្លាន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រាស់ ខ្លាន ប្រសាស់ ខ្លួន ប្រាស់ ខ្លួន ប្រសាស ខ្លាន ប្រាស់ ខ្លាន ប្រសាស ខ្លាន ប្រសាស ខ្លា

UNITED STATES BANKRUPTCY OF SOUTHERN DISTRICT OF NEW Y		
In re:)	Case No. 12-12020 (MG)

RESIDENTIAL CAPITAL, LLC, et al.,) Chapter 11

Debtors.) Jointly Administered

ORDER GRANTING RESCAP LIQUIDATING TRUST'S OMNIBUS MOTION TO ENFORCE INJUNCTIVE PROVISIONS OF PLAN AND CONFIRMATION ORDER

Upon the motion (the "Motion")¹ of the ResCap Liquidating Trust (the "Liquidating Trust") established pursuant to the terms of the confirmed Plan filed in the above-referenced Chapter 11 Cases and as successor in interest to the Debtors, pursuant to sections 105(d), 524, and 1141 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 1015(c), 3020(d), and 9007 of the Federal Rules of Bankruptcy Procedure, and Article XII of the Plan, seeking entry of an enforcing the release and injunctive provisions of the Plan and Confirmation Order; and it appearing that this Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided, and it appearing that no other or further notice need be provided; and upon consideration of the Motion and the Declaration of Kathy Priore in Support of the ResCap Liquidating Trust's Omnibus Motion to Enforce Injunctive Provisions of Plan and Confirmation Order annexed to the Motion as Exhibit 2; and the Court having found and determined that the relief sought in the Motion is in the best interests of the Liquidating Trust, the Liquidating

Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.



Trust's beneficiaries, the Debtors, and all parties in interest and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

- 1. The relief requested in the Motion is granted as provided herein.
- 2. No later than fourteen days after entry of this Order, the Litigation Parties listed on Annex A shall take all appropriate actions to dismiss their monetary claims against the Debtors with prejudice within such time frame.
- 3. If a Litigation Party fails to dismiss its monetary claims against the Debtors within such fourteen-day period, this Court, upon further motion of the Liquidating Trust, may issue an order holding such Litigation Party in contempt of the Court for violating the terms of this Order and the Plan Injunction Provisions by virtue of such Litigation Party's actions against the Debtors in violation of the Plan and Confirmation Order.
- 4. Further, in connection with any contempt proceeding against a Litigation Party, the Liquidating Trust shall be permitted to seek sanctions against such Litigation Party in this Court for reasonable fees and costs incurred by the Liquidating Trust after the date of this Order in connection with this matter.
- 5. The Liquidating Trust is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order, including authorization to file a notice in a form substantially similar to that attached hereto as **Annex B** (the "**Enforcement Order Notice**") in each court before which a Litigation subject to this Order is pending, including a description of this Order and the Liquidating Trust's ability to seek sanctions in the event of noncompliance with this Order.

12-12020-mg Doc 10451-2 Filed 12/07/17 Entered 12/12/17 17:14:08 Exhibit II Cast20210 1070-021356-583113-dirile 0002/114/21 907-106-12-d 0002/12/3/6/07 143(293 dWain Dagel De564 Pg 3 of 7

Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 6.

7062, 9014 or otherwise, the terms and conditions of this Order shall be immediately effective

and enforceable upon its entry.

All objections to the Motion or the relief requested therein that have not 7.

been withdrawn, waived, or settled, and all reservations of rights included therein, are overruled

on the merits.

Notice of the Motion as provided therein shall be deemed good and 8.

sufficient notice of such motion, and the requirements of 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.

This Court shall retain jurisdiction to hear and determine all matters 9.

arising from or related to this Order.

IT IS SO ORDERED.

Dated: February 11, 2016

New York, New York

/s/Martin Glenn

MARTIN GLENN

United States Bankruptcy Judge

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Annex A

Litigation Parties

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_	Kile Obevira en 400 atek	

	ire of Monetary Letters Sent Applicability in ms Proceedings Of Plan Procedures Injunction Order Order	ois 6/2/2015 The party did	n Consumer Fraud Act 11/19/2015 not file a timely responded to the letters	-	Procedures Order.	Violations of RESPA, 6/2/2015 The party's	TILA, FCRA, FDCPA, 11/19/2015 proofs of claim	ud, were expunded	11	Billing Act, FICA [Docket Nos. Frocedures Order. 6155 and 7096]	Common Law Fraud, 6/2/2015 The party did	Violation of 11/19/2015 not file a timely	Massachusetts General proof of claim.	Law Chapter 93A Itust pursuant to the Procedures Order.	Neoligence. Rehabilitation 6/2/2015 The party did Despite an exchange of	11/19/2015 not file a timely	Disability Act, Federal	Pismo Beach, CA 93449 Fair Housing Act, Unruh		Abuse and Dependent Adult Civil Protection Act		Defamation, Tortious 6/2/2015 The party's The party has not Interference with Credit 11/19/2015 proofs of claim responded to the letters	were expunged	t e	[Docket No. 5873].	Law Offices of Marc T. Negligence, Breach of 6/30/2015 The party did The party has not	iction proof of claim.	of Emotional Distress,	1 Fraud, Violation of State/Federal Lendino	Laws. Unfair Business	Practices, Violation of	Racketeer Influenced and Corrunt Organizations		Predatory Lending 6/30/2015 The party did The party has not	6 proof of claim.	I rust pursuant to the
	Doctor Opposing Party Number Conact	12-1270 Olatunji Alabi	2001 South Michigan	Avenue Amt 15-M	Chicago, IL 60616	11-15722 Leland Anthony Neyer	and June E. Neyer	P.O. Box 970	Alturas, CA 96101		11-2381 Law Offices of Neil	Kreuzer	268 Newbury Street	4th Floor Roston MA 02116	13.55305 Mr and Mrs Adele		580 Dolliver Street	-	57 B		-	G045198 Robert Sweeting 7071 Warner Ave.	Unit F81	H	92	_	2003-KJM Terbeek -CRD 7648 Int		Oakland, CA 94601					2:10-cv- Lolina Porter		
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	Litigation Party	Olatunii Alabi				Leland	<u> </u>		yer	<u> </u>	Derrick D.				37-1		idereit					Robert				<u> </u>	Christopher	Dena and	<u> </u>	Carino				Lolina Porter		
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nex B

Enforcement Order Notice

12-12020-mg Doc 10451-2 Filed 12/07/17 Entered 12/12/17 17:14:08 Exhibit II C251202100-mag-021056-9961103-dKiledDocument 3 65-herida 00/02/12/3/6-607/43/02-97 dKiledDocument 3 65-herida 00/02/3/3/6-607/43/02-97 dKiledDocument 3 7 of 7

[CAPTION]

NOTICE OF BANKRUPTCY COURT ORDER

[Debtor Entity], by and through its undersigned counsel, respectfully submits this Notice of Bankruptcy Court Order, and states as follows:

- 1. On May 14, 2012 (the "Petition Date"), Residential Capital, LLC and certain of its direct and indirect subsidiaries, including [Debtor Entity] (collectively, the "Debtors"), filed voluntary petitions for resounder Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Sathern District of New York (the "Bankruptcy Court"). The Debtors' Chapter 11 cases (the "Bankruptcy Cases") are being jointly administered, indexed at case number 12-12020 (MG).
- 2. On December 11, 2013, the Bankruptcy Court entered its 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") [Bankruptcy Docket 6065] approving the terms of the Chapter 11 plan, as amended (the "Plan"). The effective date under the Plan occurred on December 17, 2013 (the "Effective Date").
- 3. On [Date], the Bankruptcy Court entered the attached [Order Granting ResCap Liquidating Trust's Omnibus Motion to Enforce Injunctive Provisions of Plan and Confirmation Order] which (i) bars [Litigation Party] from continuing to prosecute monetary claims against [Debtor Entity] under the injunction provisions of the Plan and Confirmation Order, and (ii) permits the Liquidating Trust to seek sanctions in the event [Litigation Party] continues in its refusal to dismiss monetary claims with respect to the Debtors.

Respectfully submitted this _	day of	, 2016
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¹ Due to its voluminous nature, the Confirmation Order, to which the Plan is an exhibit, is not included as an attachment, but a copy of the Confirmation Order and the Plan may be obtained at no charge at http://www.kccllc.net/rescap

IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TENNESSEE WESTERN DIVISION

LOLINA PORTER,)
Plaintiff,)
v.) Case No. 2:10-cv-2858-SHM-dkv
GMAC MORTGAGE, LLC GENWORTH FINANCIAL, AND DOES,))))
Defendants.)

ORDER GRANTING MOTION TO ENFORCE BANKRUPTCY ORDER AND DISMISSING GMAC MORTGAGE, LLC WITH PREJUDICE

Before the Court is GMAC Mortgage, LLC's ("GMACM") Motion to Enforce Bankruptcy Order (Docket Entry "D.E." #59). The Court hereby finds that, pursuant to a Bankruptcy Court Order entered on February 11, 2016 (the "Order") in *In re: Residential Capital, LLC, et al.*, in the United States Bankruptcy Court for the Southern District of New York, Case Number 12-12020, Plaintiff Lolina Porter was ordered to dismiss GMACM as a party in this action within 14 days of entry of the Order and has failed to do so.

Accordingly, it is ORDERED that GMACM's Motion to Enforce Bankruptcy Order is GRANTED and Defendant GMACM is DISMISSED WITH PREJUDICE.

It is so ORDERED.

Enter this	day	of September,	2017.
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/s/ Samuel H. Mays, Jr.
Samuel H. Mays, Jr.
UNITED STATES DISTRICT JUDGE

12-12020-mg Doc 10451-3 Filed 12/07/17 Entered 12/12/17 17:14:08 Exhibit III Pg 1 of 10
Case 2:10-cv-02858-SHM-dkv Document 66 Filed 10/26/17 Page 1 of 10 PageID 688

Lolina Porter 832 Monterey Rd. Glendale, CA 91206 901-347-0372 818-571-9092

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IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TENNESSEE WESTERN DIVISION

LOLINA PORTER,	
Plaintiff, vs.	
75.	Case No2:10cv02858
GMAC MORTGAGE LLC, AURORA LOAN SERVICES LLC, GENWORTH MORTGAGE INSURANCE,	
AND JOHN DOES (unknown parties claiming rights to said Deed of Trust and Note herein, (1-10,000), Et al, an ensegis being used to conceal fraud	
Defendants.	
PLAINTIFF'S RESPONSE TO THE ORI	DER TO SHOW CAUSE HEARING AND
PETITION FOR	CONTINUANCE
To the Honorable Chief United States Mag	istrate Judge:
, Lolina Porter Plaintiff, pro se, do hereby re	espectfully submit the following Response t
the Order To Show Cause Hearing and Peti	tion for Continuance. The complaint I filed
October 2010 at the Chancery Court of S	helby County, Tennessee For the Thirtiet
Judicial District at Memphis is meritorious. M	
process of law. The Chancery Court has s	
] - N SERVICES C GENWORTH et al

November 2010 which I planned and attended with hopes of being heard and be given due process of law. However, after spending for a plane ticket for a trip from CA to TN to be on time for the hearing, I was disappointed when the Judge called for the presence of any of the defendants but none of them came nor advised the court of their planned absence in advance to the initial hearing. The judge has rescheduled for the continuance of the hearing set in January 2011, however on November 29, 2010 defendants removed this case from the Chancery court to the United States District Court for the Western District of Tennessee.

I. PLAINTIFF'S DECLARATION OF FAMILY EMERGENCY AS THE REASON FOR NOT BEING ABLE TO RESPOND TO THE DEFENDENTS PAST MOTIONS

Come now the plaintiff, Lolina Porter acting on her own behalf by and through pro se action hereby declare that the Plaintiff and Plaintiff's family after the initial hearing at the Chancery court in November 2010, while her husband was recovering from the ischemic stroke, her then 9-year old daughter got kidnapped for 7 days from December 16, 2010 through December 24, 2010. The Plaintiff's 9- year old daughter was retrieved by the US Embassy and International Police Officer with Post Traumatic Stress Disorder. Plaintiff had to be strong for her family especially when her daughter has attempted to end her life several times between 2011 through 2015. The Plaintiff was advised by her daughter's Psychologist to not accept any office work to support the emotionally, mentally and physically disturbed daughter to protect her daughter from harming herself. In the midst of all these years from late 2010 through 2014, the Plaintiff also had called 911 multiple times whenever her husband had a semi-stroke episode, or she has to call 911 when her daughter has attempted to harm herself. On top of all these incurred added responsibilities

due to the unfortunate events, the Plaintiff has to remotely manage all townhouses in Tennessee as the HOA Administrator responsible mainly for the accounting of all HOA fees and expenses. The goal of this declaration is for the court to imagine the environment, and factors that caused Plaintiff to have a very difficult life situation, as Plaintiff is hoping that the court will give her the understanding of her premise and to reconsider that her non-responsiveness to most of the motion filed by the defendants is not intentional, that the failure of Plaintiff to respond is due to the family's unfortunate events which require her full focus and support.

On March 19, 2012, the Plaintiff received the Defendant GMAC's First Set of Interrogatories, Request for Admission, and Request for Production of Documents to Plaintiff. The Plaintiff has given her best to respond the best she could given her severe family emergency situation for the very reason that the Plaintiff was and is still seeking to be heard, to be given that due process of law and to seek justice from the court for the unfortunate events that is caused by the Defendants to the Plaintiff. Yet, after Plaintiff has submitted her answers to the interrogatories, defendant GMAC has filed for Bankruptcy, and when they sent Plaintiff some motions after motions to respond and claim, the Plaintiff just did not have any chance to even sit down and work on the needed response, because the Plaintiff's daughter has had the most difficult years from 2012 through 2014. Plaintiff has to prioritize where to spend her time in between saving her daughter's life and helping her husband to slowly recover from the stroke, that responding to all these motions by defendant GMAC is just impossible for her to do during those times.

II. BEFORE AND AFTER FACTS ABOUT THE AURORA LOAN SERVICES' SINCERE INTEREST IN THE MANAGEMENT OF THE SUBJECT PROPERTY

At the time that the Plaintiff was asking for a Loan Modification from Aurora Loan Services

Engineering work with Washington Mutual, the recorded bank owner of the subject property

located at 6131 Woodstock View Drive Millington, TN 38053 was Homecomings Financial,

in 2009 after the Plaintiff got laid off from her over 7 years full time Computer Software

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LLC, under GMAC.

The defendant Aurora Loan Services' Customer Services employees that had spoken to Plaintiff over and over again were make aware by the Plaintiff's July 10, 2009 situation at the hospital on that day when my husband was stricken by ischemic stroke and who has been confined for over 2 months.

Mercilessly, defendant Aurora Loan Services foreclosed on the subject property sometime in the first quarter of 2010 and failed to even give me a chance to be reviewed for a loan modification. The threat calls to foreclose on the subject property that the Plaintiff receives was overwhelming. A day after the foreclosure bid, the Plaintiff checked who finally bought the subject property and she found out that Aurora Loan Services is the new owner.

The subject property is a townhouse, mortgaged by the Plaintiff for the purchase amount of \$136,000 where Plaintiff paid 10% down to Homecomings Financial, LLC. While the Plaintiff was the recorded owner/borrower, she never failed to pay the HOA fees required every month.

However, when Aurora Loan Services becomes the new owner, they failed to communicate to the Home Owners Association their position, failed and refused to pay the HOA fees from February 2010 to September 2010 even though they were aware of the responsibility.

After about 8 months, the Plaintiff learned from other sources that Aurora Loan Services

 was selling the subject property to a new buyer for the price tag of \$75,000. A proper turn over would have been a smooth communication between the new owner and the Home Owners Association Administration.

Plaintiff, immediately filed a lien for nonpayment of HOA fees against the subject property's title. Aurora Loan Services at first did not want to pay the HOA fees and would like to go on with the sale, the Plaintiff finally received the HOA fees in October 2010 and right before cashing the check, the Plaintiff filed the complaint which is now the subject matter with the Case No. 2:10cv02858.

While the case was filed, Aurora Loan Services started paying the HOA fees from November 2010 up until June 2012 and then they stopped paying the HOA fees since July 2012 to present. As an HOA Administrator, I kept sending the invoice to the subject property and to the last known address the Plaintiff knows but the mail is returned undelivered.

The defendant Aurora Loan Services abandoned the subject property since July 2012, the garage door is broken (see attached Exhibit B of this document for the image of the garage door taken in May 2016), there has been no power/electricity. The Plaintiff being the HOA Administrator has received numerous complaints from the neighborhood that burglary and theft has increased due to the unpleasant sight caused by the negligence and abandonment of Aurora Loan Services to manage and maintain the subject property. The Plaintiff acting as the HOA Administrator has filed a Notice of Default against the subject property to Aurora Loan Services for non-payment of HOA fees at the Tom Leatherwood Registry of Deed.

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The defendant Aurora Loan Services has hired some agency to sell the subject property again for the price of \$65,000 and yet when they found out the amount of unpaid HOA fees,, they have asked for a reduction of the amount, which the Plaintiff acting as the HOA Administrator considered their request and reduced the delinquencies. However, they did not push through with the sale because their delinquent HOA fees has come close to the amount of the price they were trying to sell the subject property.

On October 18, 2017, the Plaintiff received this Order To Show Cause Hearing from the Honorable Magistrate Judge Diane K. Vescovo. The Plaintiff read through the attached documents and was surprised to learn that on page 2 of the Report and Recommendation on the Defendant's Motion for Judgment on the Pleadings, it is declared that that the court dismissed all Plaintiff's claim against Defendant Aurora Loan Services, LLC on September 9, 2011 and June 7, 2017. It also states that the only remaining defendants are Genworth and GMAC Mortgage, LLC ("GMAC").

The Plaintiff is not aware of this order from the court because in her initial complaints filed, Aurora Loan Services, LLC is liable for the distress of the Plaintiff while they were servicing the mortgage loan and even up to the time the subject property was foreclosed, defendant Aurora Loan Services, LLC bought it from Homecomings Financial/"GMAC", filing a claim from Genworth Financial's Private Mortgage Insurance whose premium is paid for by the Plaintiff, reselling the subject property to a third party, which the Plaintiff was able to stop due to Aurora Loan Services, LLC's neglect of the subject property and neglect of its obligation to pay the HOA dues for over 5 years now.

III. CONCLUSION

WHEREFORE, PREMISES CONSIDERED, PLAINTIFF PRAYS:

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2) To be heard on a Jury Trial.

For the Plaintiff to be given due process of law.

- 3) For the Court to forgive the Plaintiff for she has no intentions of disrespecting the court rules and expectations, that she has not received nor read any mails sent in June 2017 for the Plaintiff has to accompany her 80 year old father to the Philippines because his oldest sister has passed away.
- 4) For the Plaintiff to learn if US Bankruptcy Law was created also to protect, and relieve an entity such as GMAC from being punished for "imposing unfair and abusive loan terms on borrowers" or "predatory lending", and that they can walk away without being responsible for the wrong actions made by them which caused a lot of family in distressed, felt violated, and deceived for the Defendant's greater gain?
- 5) For the Court to deny the Defendant GMAC's Motion for Dismissal from this case because they participated in predatory lending which led to the foreclosure of Plaintiff's real property.
- 6) For the Court to order from the Defendants the correct information as to who is the current owner of the subject property located at 6131 Woodstock View Dr. Millington, TN 38053.
- 7) Plaintiff is praying and hereby requesting the honorable Chief United States Magistrate Judge to Order the Defendants to Quiet Title the subject property back to the Plaintiff and all cost and expenses paid for by the Defendants.

8) For Aurora Loan Services, LLC & its successors to be added back in this case as one of the Defendants as I originally filed.

9) For the Plaintiff's request for Continuance be granted.

- 10)The Plaintiff is also requesting the honorable Chief United States Magistrate Judge to order defendant Aurora Loan Services, LLC to pay their delinquent HOA fees which the Plaintiff was forced to shoulder all the HOA fees for the subject property since defendant Aurora Loan Services' has not been responding, so that all expenses will not be neglected at the Home Owners Association level. This amount is now what the Plaintiff would like the court's help to be collected so that the funds will be paid back to her and be used for the repair of the subject property, in the Plaintiff's goal to help restore the beauty and safety of the Woodstock Hills neighborhood.
- 11) For GMAC to pay Compensatory Damages to Plaintiff, which are intended to restore what a plaintiff has lost as a result of GMAC's wrongful conduct.
- 12) For Aurora Loan Services, LLC to pay Compensatory Damages to Plaintiff, which are intended to restore what a plaintiff has lost as a result of Aurora Loan Services, LLC's wrongful conduct.
- 13) For Genworth Financial to show proof on when and of how much money the claim has paid Aurora Loan Services, LLC for the latter's claim on the subject property
- 14) For Genworth Financial to admit that they have sent an agent on their behalf without sending me proper notification, agent knocked on my door and the agent managed to talk me into letting her in my house, while I felt threatened not to allow the agent to

LOLINA PORTER, pro per

Signed reserving all my rights at UCC 1-308

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