

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

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In re:) Case No. 12-12020 (MG)
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RESIDENTIAL CAPITAL, LLC, et al.,) Chapter 11
)
Debtors.) Jointly Administered
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**STIPULATION AND ORDER PURSUANT TO 11 U.S.C. § 362(d)
MODIFYING THE AUTOMATIC STAY IMPOSED BY 11 U.S.C. § 362(a)**

WHEREAS Ocwen Loan Servicing, LLC (“**Requesting Party**”), as Servicer for U.S. Bank National Association, as Trustee under The Pooling and Servicing Agreement, dated as of August 1, 2004, 2004-CB6 Trust, C-Bass Mortgage Loan Asset-Backed Certificates, Series 2004-CB6 (“**US Bank**”), asserts that it holds an ownership interest on lands and premises of Deryl Srygley and Linda K. Wise-Srygley (the “**Owners**”) with an address of 13013 Forest Glen Drive, Burnsville, Minnesota 55337-2436 (the “**Mortgaged Property**”);

WHEREAS undersigned counsel represents the Requesting Party;

WHEREAS the relevant land records reflect that GMAC Mortgage, LLC, one of the above-captioned debtors (the “**Debtors**” and, together with Requesting Party, the “**Parties**”) also holds a mortgage and security interest on the Mortgaged Property;

WHEREAS on May 31, 2012, the United States Bankruptcy Court for the District of Minnesota entered an order in the Owners’ bankruptcy proceedings, approving a modification to their chapter 13 plan and providing for the surrender of the Mortgaged Property to the senior mortgagee on the Mortgaged Property;



WHEREAS on December 13, 2012, Owners delivered to US Bank that certain Warranty Deed (In Lieu of Foreclosure) (the “**Deed in Lieu**”), recorded as document number 2938247 by the County Recorder of Dakota County, MN;

WHEREAS the Requesting Party has requested (the “**Request**”) relief from the automatic stay, pursuant to section 362(d) of title 11 of the United States Code (the “**Bankruptcy Code**”), to commence and complete a quiet title with respect to the Mortgaged Property;

WHEREAS the Debtors, following a review of their records have determined that to the best of their knowledge they no longer hold an interest in the Mortgaged Property;

WHEREAS the Debtors have agreed to consent to the Request on the terms and conditions contained in this Stipulation and Order;

NOW, THEREFOR, it is hereby stipulated and agreed as between the Parties to this Stipulation and Order, through their undersigned counsel, as follows:

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Request is granted as set forth herein.
2. To the extent applicable, the automatic stay imposed in this case by section 362(a) of the Bankruptcy Code is modified under section 362(d) of the Bankruptcy Code to the extent necessary to allow Requesting Party to commence and complete a quiet title with respect to the Mortgaged Property.
3. Nothing in this Stipulation and Order shall be deemed to affect in any way the rights of any entity, including the Debtors or The ResCap Liquidating Trust, to contest in any proceeding the validity of the Deed in Lieu, or the validity or relative

priority of the Requesting Party's mortgage and security interest in the Mortgaged Property relative to any other any other security interest in such Mortgaged Property.

4. The Requesting Party shall provide due notice to the Debtors, The ResCap Liquidating Trust¹, and Green Tree Servicing LLC², in connection with any action to be taken with respect to the Mortgaged Property, including, but not limited to proceeding with a sale of the Mortgaged Property, in accordance with and to the extent required by applicable state law.

5. By entering into this Stipulation and Order, Requesting Party hereby represents that it is an agent for US Bank, with authority to seek relief from the automatic stay and enter into this Stipulation on US Bank's behalf.

6. This Stipulation and Order may not be modified other than by a signed writing executed by the Parties hereto or by further order of the Court.

7. This Stipulation and Order may be executed in multiple counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

8. Pursuant to Bankruptcy Rule 4001(a)(3), the 14-day stay of this Stipulation and Order imposed by such Bankruptcy Rule is waived. Requesting Party is authorized to implement the provisions of this Stipulation and Order immediately upon its entry.

¹ Notices should be served on the Debtors and The ResCap Liquidating Trust, at Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808 and 8400 Normandale Lake Boulevard, Suite 920, Bloomington, MN 55437.

² Notices should be served on Green Tree Servicing LLC via email at: Foreclosure_Team@gt-cs.com or via mail addressed to: Green Tree Servicing LLC, Mailstop: R214, 1400 Turbine Drive, Rapid City, SD 57703.

9. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and interpretation of this Stipulation and Order.

<p>GMAC MORTGAGE, LLC</p> <p>By: <u>/s/ Norman S. Rosenbaum</u> Norman S. Rosenbaum Erica J. Richards James A. Newton MORRISON & FOERSTER LLP 250 West 55th Street New York, New York 10019 Telephone: (212) 468-8000 Facsimile: (212) 468-7900</p> <p><i>Counsel for the Debtors and The ResCap Liquidating Trust</i></p>	<p>OCWEN LOAN SERVICING, LLC AS SERVICER FOR U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT, DATED AS OF AUGUST 1, 2004, 2004-CB6 TRUST, C-BASS MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2004-CB6</p> <p>By: <u>/s/ Cleo Sharaf-Green</u> Cleo Sharaf-Green RAS BORISKIN, LLP 900 Merchants Concourse Westbury, New York 11590 Telephone: (516) 280-7675 Facsimile: (516) 280-7674</p> <p><i>Counsel for Ocwen Loan Servicing, LLC as Servicer for U.S. Bank National Association, as Trustee under The Pooling and Servicing Agreement, dated as of August 1, 2004, 2004- CB6 Trust, C-Bass Mortgage Loan Asset- Backed Certificates, Series 2004-CB6</i></p>
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APPROVED AND SO ORDERED

Dated: April 3, 2019
New York, New York

/s/Martin Glenn

MARTIN GLENN
United States Bankruptcy Judge