

UNITED STATES BANKRUPTCY COURT, SOUTHERN DISTRICT OF NEW YORK;

In Re: Residential Capital, LLC., et al., And, ) Case No. 12-bk-12020 (MG)  
 In Re: GMAC, Mortgage Co., et al, ) Chapter      (Ch.11, Joint Admin. )  
 Debtors ) (Related BR Case No.07-bk-57237, S.D., OHIO)  
 ) (Related BR Case No. 12-bk-12032, S.D., N.Y.)  
 ) JUDGE: GLENN, MARTIN  
 UNITED STATES of America, Ex Rel., )  
 Yvonne D. Lewis, et al., ) Adversary Case No.: 1:12-av-1731  
 Plaintiffs/ Surplus Creditors ) (Related Case Nos. 1:12-bk-12020, 1:12-bk-12032;  
 Vs. ) 05-CV-7346 (03-CV-7478); 03-CV-10836;  
 ) 05-CV-4555; 03-CV-6954);(11-AP-875,  
 GMAC, Mortgage Co., et al, ) COA10th Dist., OHIO), (10-AP-110, COA10th  
 Defendants/ Bankrupt Debtors, ) Dist., OHIO)  
 )  
 ) **I. OBJECTION/NOTICE TO MOTION [Doc. 14]**  
 ) **AND**  
 ) **II. MOTION/NOTICE FOR SHOW CAUSE [Doc. 6]**

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF OHIO;  
(at Columbus)

[18 USC §§ 245(b)(2)(B), 664, 666, 1962][29 USC §§ 1131, 1132(h), 1140]  
[26 USC §§ 101(h), 267(b)(1)][42 U.S.C. §§ 4651(2),7407(d)(1)(C)(i)]

In Re: SIDNEY T. LEWIS, pro se, ) Case No. 2:07-bk-57237  
 ) (Ch.7 )  
 Debtor ) (Related Bankr Case No. 2:05-bk-75111)  
 )  
 Social Security No.: xxx-xx-5959 ) JUDGE: HOFFMAN, JOHN, Jr.

In Re: Yvonne D. Lewis, ) Case No. 2:05-bk-75111  
 ) (Ch.7 )  
 Debtor ) (Related Case No. 2:07-bk-57237)  
 )  
 Social Security No.: xxx-xx-2390 ) JUDGE: HOFFMAN, JOHN, Jr.

IN THE UNITED STATES DISTRICT COURT, S. D. OF OHIO  
EASTERN DIVISION (at Columbus)

UNITED STATES of America, Ex Rel., )  
 Sidney T. Lewis, et al., ) Action No. 2:08-cv-1042  
 Plaintiffs ) (Related Dist. Ct. Cases 2:08-cv-16; 2:96-cv-494;  
 Vs. ) 2:09-cv-179; 2:08-cv-75, at Doc. No. 65);



Larry McClatchey, et al., )  
Defendants ) JUDGE: HOLSCHUH  
Magistrate Judge: KING  
[26 USC §§ 267(b)(1), 4975(e); 18 USC § 1962]

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

\_\_\_\_\_)  
FRIENDS OF THE EARTH, et al., )  
Plaintiff, ) Case: 1: 12-cv-00363  
) (RELATED Case: 1: 12-cv-00361)  
) [26 USC §§ 267(b)(1), 4975(e); 18 USC § 1962]  
Vs. ) Assigned To: Jackson, Amy Berman, Judge  
)  
UNITED STATES E.P.A. and )  
LISA JACKSON, Administrator, )  
Defendants. )  
\_\_\_\_\_)

IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF IOWA  
CENTRAL DIVISION

SECURITIES AND EXCHANGE COMMISSION )  
Plaintiff, )  
)  
vs. ) Case No. 4:10-cv-87  
)  
AMERICAN EQUITY INVESTMENT LIFE ) [26 USC §§ 267(b)(1), 4975(e); 18 USC § 1962]  
HOLDING COMPANY; )  
DAVID J. NOBLE; and )  
WENDY C. WAUGAMAN, )  
Defendants. )

IN THE COURT OF APPEALS, FRANKLIN COUNTY; OHIO  
TENTH DISTRICT COURT OF APPEALS

UNITED STATES OF AMERICA, EX REL.  
GMAC, Mortgage Co., et al., : Case No. 12-AP-506, COA10th Dist., Ohio  
Plaintiffs/Creditor : (Related Case Nos. 02-MS-20; 05-JG-6455;  
Vs. : 05-CV-7346 (03-CV-7478); 03-CV-10836;  
: 05-CV-4555; 03-CV-6954)(11-AP-875)  
Yvonne D. Lewis, et al., :  
Defendants/Discharged Debtors

UNITED STATES SUPREME COURT;

Charles STRUBE, et al., Living Trust Beneficiary, ) 11th Cir. No. 06-35, Certiorari denied.  
Beverly MALONE, Living Trust Beneficiary, ) No. 05-13014 / No. 05-11461

Appellant,	)	Removed USDC, M.D., FL, case # 01-cv-1236
	)	[26 USC §§ 267(b)(1), 4975(e); 18 USC § 1962]
vs.	)	)
	)	Reported below: 158 Fed. Appx. 198.
AMERICAN EQUITY ("AEL"), et al.,	)	)
Appellee.	)	)

**UNITED STATES COURT OF APPEALS FOR THE ELEVENTH CIRCUIT; AT FL.**

Charles STRUBE, et al., Living Trust Beneficiary,	)	<b>No. 05-11461 Non-Argument Calendar;</b>
Beverly MALONE, Living Trust Beneficiary,	)	<b>No. 05-13014 Non-Argument Calendar</b>
Plaintiffs/Appellants,	)	Removed from case no. 6:01-cv-1236
	)	[26 USC §§ 267(b)(1), 4975(e); 18 USC § 1962]
vs.	)	)
	)	Before ANDERSON, BLACK and PRYOR,
AMERICAN EQUITY ("AEL"), et al.,	)	Circuit Judges.
Defendants/Appellees.	)	)

**I. OBJECTION/NOTICE TO DEBTORS' MOTION FOR JUDGMENT [DOC. 14];  
GROUNDED ON DEFECTIVE WHITLINGER AFFIDAVIT [DOC.6] WHICH CONCEALS  
EQUITY SKIMMING AND RICO, 12 U.S.C. § 1715z-19; 18 U.S.C. §§ 2, 371, 1001, 1505, 1962;**

AND,

**II. MOTION/NOTICE FOR AN ORDER OF CONTEMPT/OR IN THE ALTERNATE, AN  
ORDER TO SHOW CAUSE FOR DEBTORS CONTEMPT OF FEDERAL INTERIM  
ORDERS [Docs. 87, 90 & 1420]; GROUNDED ON CONCEALMENT OF  
DEFECTIVE AFFIDAVIT OF JAMES WHITLINGER [DOC.14, PG.3, P.4];**

I. OBJECTION/ NOTICE

Yvonne D. Lewis and Sidney T. Lewis, plaintiffs, creditors and movant in the above-entitled and numbered adversary case no. 1:12-1731, U.S.D.C., S.D., NY., as surplus creditors in the above-entitled and numbered Related Bankr Case Nos. 2:05-bk-75111, and 2:07-bk-57237, U.S.D.C., S.D., OH., objects to the Motion (Doc. 14) of defendant due to fraud on the court by defective "self declaration (Doc. 6)" and "Equity Skimming" through "RICO enterprises" (Doc.14) and shows the court as follows:

1. That on May 14, 2012, Debtor GMAC Mortgage LLC., filed its voluntary ch. 11 petition (Doc. 1) supported by an affidavit of James Whitlinger (Doc. 6) in case no. 1:12-bk-12020 in the Bankruptcy Court for the Southern District of New York, whereupon interim orders

(Doc. 47 and 90) for relief were entered. That thereafter, Debtor proceeded under its second addendum to its servicing agreements on April 1, 2005 (see: Doc.793-1, at pg 79) on the fact that no statutory authority was cited in the Affidavit to authorize a “self declaration” of James Whitlinger (see: Doc. 6, at pg. 101 of 101) to sustain the defective bankruptcy action.

2. That on Sept. 12, 2012, Debtor GMAC, filed its Motion for Judgment on the Pleadings (Doc. 14) in the Bankruptcy Court for the Southern District of New York, requesting modification of consent judgment to terminate payments to homeowners by virtue of the Defective Affidavit /“self declaration” of Whitlinger (compare: Doc. 6, at pg. 101; compare to: Doc. 14, at pg. 3 of 9, at P.4) whereby an order for relief by dismissal “with prejudice” (Id. 9 of 9) was requested contrary to the approved terms for “**Hardship Affidavit**”, etc. (See: Doc. 793-1, at pg. 10 of 111, at P.6.b.vii.) incorporated in the consent judgment dated April 5, 2012 in case no. 1:12-cv-361, U.S.D.C., D.C. (See: case no. 1:12-cv-361, Doc. 13, at pg. 6 of 92, at P.13) That thereafter, Debtors incorporated said terms in “core proceeding” by the Affidavit of Thomas Marano (See: Doc. 793) in which capacity Debtors AFI and GMAC knowingly brought the bankruptcy action on the Defective “self declaration” of James Whitlinger (See: Doc. 6) as fraud on the court.

#### A. FRAUD ON THE COURT

##### (1) ELEMENTS:

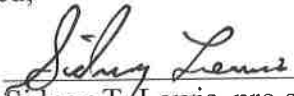
Demjanjuk defined fraud on the court as conduct: 1) on the part of an officer of the court; that 2) is directed to the judicial machinery itself; 3) is intentionally false, willfully blind to the truth, or is in reckless disregard for the truth; 4) is a positive averment or a concealment when one is under a duty to disclose; and 5) deceives the court. Demjanjuk v. Petrovsky, 10 F.3d 338, 348 (6th Cir. 1993).


##### (2) CONDUCT:

STEFAN W. ENGELHARDT and SAMANTHA MARTIN’S conduct: 1) on the part of attorneys MARTIN and ENGELHARDT as officers of the court in adv. case no. 1:12-1731 [Doc 14]; that 2) is directed to the judicial machinery itself [Doc 14]; 3) is intentionally false “self declaration” under common law [Doc 6, pg 101], willfully blind to the truth that 28 USC 1746 must be cited as mandatory [See: Doc. 793, pg.16 of 16], or is in reckless disregard for the truth by stating “there is no viable Claim” [see: Doc 14, pg. 8 of 9, at lines 3-4] and “Debtors were required to solicit and, as appropriate, to modify loans” [Doc. 793, pg.15 of 16, P.27]; 4) is a *positive averment* or a *concealment* when one is under a *duty to disclose*<sup>1</sup> 28 USC § 1746 under 18 USC § 1001 for a “self declaration [Id at pg 101]” and a “2001 Partial Mortgage Release<sup>2</sup>” by virtue of the 1992 Partial Land Acquisition by the FAA, FAR part 150 as a 1987 permanent aviation easement under 49 USC § 40103(a), 47504(a)(2)(E) [See: Doc 13-4, at pg. 5 of 8]; and 5) MARTIN and ENGELHARDT deceived the court by a *positive averment* [Id pg. 8 of 9, at lines 3-4] and a *concealment* [Id pg. 101] to grant the interim orders at Docs 47, 90 & 1420 [see Docs 47 & 90] supported by the defective “declaration [Id pg. 101]”. (See: Demjanjuk v. Petrovsky, 10 F.3d at pp. 348 (6th Cir. 1993).

(See: Carter v. Anderson, 585 F.3d 1007, pp. 1011; 2009 U.S. App. LEXIS 23904, p9, at HN2)

Respectfully Submitted,

Dated: Sept. 19, 2012   
Sidney T. Lewis, pro se  
1875 Alvason Avenue  
Columbus, OH 43219

Dated: Sept. 19, 2012   
Yvonne D. Lewis, pro se  
1875 Alvason Avenue  
Columbus, OH 43219

VERIFICATION

State of Ohio )  
 ) SS:  
Franklin County )

I, Yvonne D. Lewis, declare under the penalty of perjury that the foregoing is true and correct to the best of my knowledge as based on my understandings and belief.

FURTHER SAYETH THE AFFIANT NAUGHT.

Executed on Sept. 19, 2012 pursuant to 28 U.S.C. §§ 1715, 1746; U.S. Const., Amend., § 14<sup>th</sup>.

<sup>1</sup> 18 USC § 1001 also covers half-truths if there is a duty to speak the truth. See generally United States v. Lutwak, 195 F.2d 748 (7th Cir. 1948), aff’d, 344 U.S. 604 (1953).

<sup>2</sup> “Partial Mortgage Release: A document evidencing release of a Mortgage with respect to a portion of the Mortgaged Property.” [See: Doc. 793-1, pg.50 of 111],

*Yvonne D. Lewis*

YVONNE D. LEWIS, Affiant, In Personam

VERIFICATION

State of Ohio )  
 ) SS:  
Franklin County )

I, Sidney T. Lewis, declare under the penalty of perjury that the foregoing is true and correct to the best of my knowledge as based on my understandings and belief.

FURTHER SAYETH THE AFFIANT NAUGHT.

Executed on Sept. 19, 2012 pursuant to 28 U.S.C.§§ 1715,1746; U.S. Const., Amend., § 14th.

*Sidney Lewis*

SIDNEY T. LEWIS, Affiant, In Personam

II. MOTION TO SHOW CAUSE

Yvonne D. Lewis and Sidney T. Lewis, plaintiffs and movant in the above-entitled and numbered adversary case no. 1:12-av-1731, U.S.D.C., S.D., NY., move this court for its Order requiring Debtors Counsels **STEFAN W. ENGELHARDT** and **SAMANTHA MARTIN** (Bar Assoc. No. unknown), and joint defendants AFI, ResCap, GMAC Mortgage, LLC, as indispensable defendants in the above-entitled and 1:12-av-1731 action “incorporated by reference” to mandatory **rights and obligations** and “terms” from numbered case 12-cv-361, U.S.D.C., DC, to show cause why they should not be held in civil contempt and brought before the court to answer for their violations of the April 4 & 13, 2012, DOJ/State AG Settlement and/or FRB Order a/k/a Consent Judgments in case 12-cv-361, and “incorporated by reference” in the May 15, 2012 interim orders at Doc Nos. 87, 90 & 1420, [**Doc. 87**],

<sup>3</sup> Doc. 87, pgs. 13 & 14, at P.35 & P.36: “35. Notwithstanding anything herein to the contrary, this Order shall not modify or affect the terms and provisions of, nor the **rights and obligations** under, (a) the Board of Governors of the Federal Reserve System **Consent Order, dated April 13, 2011**, by and among AFI, Ally Bank, ResCap, GMAC Mortgage, LLC, the Board of Governors of the Federal Reserve System, and the Federal Deposit Insurance Corporation, (b) the **consent judgment entered**

*Interim Order (I) Authorizing the Debtors to Continue in the Ordinary Course of Business (A) Servicing Governmental Association Loans and (B) Foreclosure Activities Related to Certain Real Estate Owned by Fannie Mae, Freddie Mac and Ginnie Mae; (II) Authorizing the Debtors to Pay Certain Prepetition Amounts Due to Critical Servicing Vendors and Foreclosure Professionals; (III) Granting Limited Stay Relief to Enable Borrowers to Assert Related Counter-Claims in Foreclosure and Eviction Proceedings; (IV) Authorizing the Debtors to Use Cash Collateral Under the Fannie Mae EAF Facility; and (V) Granting Related Relief. (related document(s)57))]* and, [**Doc. 90**<sup>4</sup>, *Interim Order Authorizing The Debtors To Continue To Perform Under The Ally Bank Servicing Agreements In The Ordinary Course Of Business (related document(s)47)]* entered in the action on 05/16/2012, (See Also: Doc. 6-4, at Pg. 2 of 3, at P.11; and at Pg. 3 of 3, at P.14, in case no. 12-CV-12020, **WHITLINGER'S AFFIDAVIT IN SUPPORT OF FIRST DAY MOTIONS**, Exhibit 4, filed 5-14-12); and, [**Doc 1420**<sup>5</sup>, "**STIPULATION AND ORDER RESERVING RIGHTS WITH RESPECT TO DEBTORS' MOTION FOR INTERIM AND**

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**April 5, 2012** by the District Court for the District of Columbia, dated February 9, 2012, (c) the Order of Assessment of a Civil Money Penalty Issued Upon Consent Pursuant to the Federal Deposit Insurance Act, as amended, dated February 10, 2012, and \*\*\* 36. Nothing in this Order shall discharge, release, or otherwise preclude any setoff or recoupment right of the United States of America, its agencies, departments, or agents." (See: Doc 87, pgs. 13 & 14, at P.35 & P.36, in case no. 12-CV-12020, a Interim Order filed 5-16-12)

<sup>4</sup> Doc. 90, pg. 5 of 7, P.11, states in pertinent parts: "Notwithstanding anything herein to the contrary, this Order shall not modify or affect the terms and provisions of, nor the rights and obligations under, (a) the Board of Governors of the Federal Reserve System **Consent Order, dated April 13, 2011**, by and among AFI, Ally Bank, ResCap, GMAC Mortgage, LLC, the Board of Governors of the Federal Reserve System, and the Federal Deposit Insurance Corporation, (b) the **consent judgment entered April 5, 2012** by the District Court for the District of Columbia, dated February 9, 2012, (c) the Order of Assessment of a Civil Money Penalty Issued Upon Consent Pursuant to the Federal Deposit Insurance Act, as amended, dated February 10, 2012, and (d) **all related agreements with AFI and Ally Bank and their respective subsidiaries and affiliates.**" (See: Doc 90, at Pg. 5 of 7, at P.11, in case no. 12-CV-12020, an Interim Order filed 5-16-12)

<sup>5</sup> Doc 1420, pg. 4 of 17, P.1, states in pertinent parts: "NOW THEREFORE, it is hereby STIPULATED and AGREED by the Parties that: 1. Subject to the terms of this Stipulation, the Debtors are authorized and directed to continue to perform under the terms of the Servicing Agreement \*\*\* in accordance with the provisions set forth herein." (See: Doc 1420, pg. 4 of 17, P.1., in case no. 12-CV-12020, an Interim Order filed 09/12/12)

*FINAL ORDERS UNDER BANKRUPTCY CODE SECTIONS 105(a) AND 363 AUTHORIZING THE DEBTORS TO CONTINUE TO PERFORM UNDER THE ALLY BANK SERVICING AGREEMENT IN THE ORDINARY COURSE OF BUSINESS*" (related document(s)47)] entered in the action on **09/12/12**.

A. As grounds for this motion, movant shows the court:

1. On **5/15/2012**, Interim Orders [Docs. 87 & 90] were entered by the Honorable **James M. Peck**, Judge of the United States Bankruptcy Court, S.D. of New York, permanently enjoining case 12-cv-361 defendants as Debtors and Debtors in possession in Bankruptcy case 1:12-bk-12020 and adversary case 1:12-av-1731 and defendants' officers, employees, and agents, and any other persons acting under defendants' authority from Altering the **consent judgment entered April 5, 2012** by attempting to erroneously discharge, deceptively release, or otherwise preclude mitigation to "mortgage loan borrowers" of "hard dollar payments" or "soft dollar credits" pursuant to obligations and terms of the DOJ/State AG Settlement or FRB Order ("Settlement Costs") set forth in the January 30, 2012 Ally Financial Inc. ("AFI") Servicing Agreement (See: Doc 793-1, at Pg.18, at P.4 & 5) and any setoff or recoupment right of the United States of America, its agencies, i.e. HUD, FAA, FHWA, U.S. DOT, U.S. EPA, S.E.C., U.S. DOJ, departments, or agents (GNMA; FNMA; FHA) as permanent subdivision Avigation Easement lienholders of uncompensated mortgagors on Lots 11 and 17 in the Argyle Park Subdivision, Columbus, Ohio.
2. On **09/12/12**, Doc 1420 was filed as an amendment of Doc 47 being a Stipulated Interim Order [Docs. 47 & 90] and entered in case 1:12-bk-12020 by the Honorable **Martin Glenn**, Judge of the United States Bankruptcy Court, S.D. of New York, permanently enjoining "AFI" defendants as Debtors in possession in United States District Court, for D.C., case 12-cv-361 and defendants' officers, employees, and agents, and any other persons acting under defendants'



authority pursuant to obligations and terms of the DOJ/State AG Settlement or FRB Order in Doc 1420 from attempting to erroneously discharge, deceptively release, or otherwise preclude timely mitigation to plaintiff/mortgagors as “mortgage loan borrowers” nor precluding any statutory setoff or recoupment for the \$7,341,707 “September 2, 1992 Equity Skimming” of Passenger Facility Charges<sup>6</sup> (PFC’s) as a result of findings of the Federal Aviation Administration “FAA” effective September 25, 1987 Permanent Subdivision Avigation Easement<sup>7</sup> Airspace Rights under 49 USC §§ 40103(a), 47504(a)(2)(E) for the United States of America, its agencies, i.e. HUD, FAA, FHWA, U.S. DOT, U.S. EPA, S.E.C., U.S. DOJ, departments, or agents, i.e. GNMA; FNMA; FHA pursuant to 12 U.S.C. §§ 1715z-19, 1709; 49 U.S.C. §§ 40103(a), 40117; 42 U.S.C. §§ 2000d, 1441, 3535, 4621(c)(4), 7573. (See: Doc 1420, pg. 4 of 17, P.1.)

3. On 09/12/12, Doc. 14 in Adv. case 1:12-1731 was filed to conceal Debtors’ breach of DOJ/State AG Settlement and FRB Order incorporated in the April 4, 2012 “Consent Judgment” [see: Doc. 1275] and to conceal this “Transformative Transaction” without the consent of AFI under a “Notice of Default for the January 30, 2012 Servicing Agreement”; to conceal the aforesaid “Equity Skimming” on GNMA, FNMA, and FHA mortgages, including Plaintiff Yvonne Lewis’ f/k/a Yvonne Moore’s 1975 FHA Mortgage (See: Attached **EXHIBIT A**) subject to: (1) the FRB Order, dated April 13, 2011, (2) Servicing Agreement, dated January 30, 2012, Doc 793-1, at pgs. 24 to 27; (3) Addendums to Servicing Agreements, dated April 1, 2005, Doc 793-1, at pgs. 79 to 84 & 86; (4) Consent Judgment entered April 5, 2012 by Defendants, i.e. Residential Capital, LLC, Ally Financial, Inc., and GMAC Mortgage, LLC (collectively, “Defendants” in case 12-cv-361 as *Debtors and Debtors in Possession*) consented to the entry of the above-

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<sup>6</sup> (See: 57 FR 40242, PFC’s)

<sup>7</sup> (See: 53 FR 2800, FAA)

described orders subject to the terms of the Servicing Agreement, which was approved by defendant's attorney of record, Gary S. Lee, *Counsel to the Debtors and Debtors in Possession*, and Craig A. Bruens, *Counsel to Ally Financial Inc. and Ally Bank* on August 27, 2012 in BR case 1:12-bk-12020 and approved by defendant's attorneys of record, **STEFAN W. ENGELHARDT** and **SAMANTHA MARTIN**, *Counsel to the Debtors and Debtors in Possession*, on September 12, 2012 for Doc. 14 in Adv. case no. 1:12-1731.

4. Notwithstanding the final entry of the FRB Order a/k/a Consent Order dated APRIL 13, 2012; the United States District Court for the District of Columbia's "Consent Judgment" a/k/a DOJ/State AG Settlement entered APRIL 5, 2012, defendants as Debtors in Possession, contrary to, and in violation of, the terms of the Addendums to Servicing Agreements, dated August 21, 2001, and amended as of July 1, 2004, April 1, 2005, and September 1, 2007 (See: Doc 793-1, at Pg.86) has continued and is continuing to conceal the false first day motions supported by the Defective "self declaration" by James Whitlinger under State Common Law (Doc.6, case 12, 12020); continuing to engage in unfair or deceptive practices with respect to consumers<sup>8</sup> to conceal uncompensated easements under FAA part 150 regulations, to aid and abet in the FHA Equity Skimming Scheme (12 U.S.C. § 1715z-19) using FAA controlled PFC's (49 U.S.C. § 40117) as "hard dollars" derived from uncompensated private residential subdivision Avigation Easements (49 U.S.C. § 40103(a)).
- B. EQUITY SKIMMING, 12 U.S.C. § 1715z-19; 18 U.S.C. §§ 157, 371

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<sup>8</sup> (See: Case 1:12-cv-00361, Doc. 1, Filed 03/12/12, at Page 23-28 of 99, at P.52-67,)

1. Plaintiff Yvonne Lewis petition is filed on behalf of the HUD/FHA homeowner program<sup>9</sup> [42 U.S.C. §§ 1441, 3535, 4621(c)(4), 2000d], against Debtors and Defendants under the DOJ/State AG Settlement and GMAC's Amended Servicing Agreements dated August 21, 2001 and amended as of July 1, 2004, April 1, 2005, and September 1, 2007 (See: Doc 793-1, at pg.84) in delaying the FHA Loan Modification and Loss Mitigation Processes as collection efforts for September 2, 1992 PFC's (See: 57 FR 40242) from uncompensated September 25, 1987 FAA/easements while the skim occurs subject to FAA land use controls under FAR part 150 regulations (See: 53 FR 2800). Lewis' Skimming petition is filed as the alleged 2001 GMAC loan originator (HNB) used an unlawful 2001 "Living Trust Mill and Equity Index Annuity scheme"<sup>10</sup> to procure fraudulent 2005 Judgment Liens (see: 05-JG-6455) to encumber a 1963 and 1975 HUD/ FHA Mortgage Deed approved by HUD as a Federal agency for Lots 11 and 17 of the Argyle Park Subdivision which was purportedly saving the impacted HUD-insured single family residential mortgages under the State unfair or deceptive practices law.
2. From on or about September 2, 1992 (See: 57 FR 40242) to on or about April 13, 2013 (See: 69 FR 20957), in the Southern District of Ohio, GMAC as Debtor and Debtor in Possession of Lots 11 and 17 of the Argyle Park Subdivision and Defendants under the DOJ/State AG Settlement, along with defendants herein, devised a scheme and artifice to defraud the United States of America, i.e. GMAC Bank (See: Doc 793-1, at pg.84) and Yvonne Moore a/k/a/ Yvonne D. Lewis of "Equity" money from PFC's.

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<sup>9</sup> "In *United States v. Madeoy*, 912 F.2d 1486, pp.1492 (D.C. Cir. 1990), cert. denied, 498 U.S. 1105 (1991), the defendants were convicted of conspiracy to defraud the government and other offenses in connection with a scheme to fraudulently obtain loan commitments from the Federal Housing Administration (FHA) or Veterans Administration (VA).

<sup>10</sup> (See: Case Nos. 2:96-cv-494, USDC, S.D., Ohio; and, 01-cv-1236, M.D., Fl.; 10-cv-87, S.D., Iowa)

3. It was part of the prohibited scheme, 12 U.S.C. § 1715z-19; 18 U.S.C. §§ 2, 371, 1505, that on April 22, 2005 defendant GMAC (servicer) and Huntington National Bank (originator) (See: Doc 13-1, at pg.2 of 3), was in the process of foreclosing on the home of Yvonne D. Lewis, contacted Yvonne Lewis and falsely claimed that due to a June 20, 2005 foreclosure Decree the FHA could not refinance the mortgage with GMAC Bank through FHA regulations and guidance and HAMP and other MHA servicer participation agreements under the “**national housing program**” as established requirements that were available due to the 1987 FAA, FAR part 150 program’s land use controls for the 1992 permanent Aviation Easement to mitigate aircraft noise and aircraft emissions from aircraft engines encumbering the 1975 FHA Mortgage Deed<sup>11</sup> with Federal preemptions<sup>12</sup> under 49 U.S.C. § 40103(a); 42 U.S.C. § 7573.

(See: Online Docket at 6-20-2005, at fiche no. B2719 at frame no. F14, in CPC case no. 05-cv-4555, Fr. Cnty., Ohio, foreclosure Decree)

4. It was further part of the prohibited skimming scheme under Id.371<sup>13</sup> and the “**national housing program**” that defendants GMAC Bank, AFI, HNB, FNMA, GNMA (See: Doc 13-3, at pg.2 of 2), and others, convinced Yvonne Lewis to partially deed her property at 1875 Alvason Avenue to the City of Columbus (grantee), as alleged 1992 sponsor of the Columbus Metropolitan Airport Authority (CMAA) under a permanent 1992 aviation easement while doing business as a participant in the FAA, "FAR part 150 noise mitigation program" (See:

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<sup>11</sup> “In short, “the respective rights and obligations of a federal mortgagee and a defaulting mortgagor under a **national housing program . . . are governed by federal law which preempts state laws** in the field, such as Act 6.” Stohr, 1993 U.S. Dist. Lexis 2228, 4-5. Accordingly, Jones-Williams motion to dismiss will be denied.” (See: United States ex rel. United States Dep’t of Hous. & Urban Dev. v. Jones-Williams, 870 F. Supp. 90, 95 (M.D. Pa. 1994));

<sup>12</sup> (See: Burbank v. Lockheed Air Terminal, Inc., 411 U.S. 624, pp.633-634, citing *Northwest Airlines, Inc. v. Minnesota*, 322 U.S. 292, 303, “It is the pervasive nature of the scheme of federal regulation of aircraft noise that leads us to conclude that there is pre-emption.”);

<sup>13</sup> See: United States v. Jackson, 850 F. Supp. 1481, 1497 (D. Kan. 1994) United States v. Minarik, 875 F.2d 1186 (6th Cir. 1989),

case no. 12-01731, at Doc 13-4) and to continue making her complete mortgage payments to said GMAC Mortgage LLC (Servicer) absent a Partial Mortgage Release under FAR part 150, instead of partial mortgage payment subsidized from PFC revenues.

5. It was further part of the scheme that following the execution of the FAA 1992 quit claim aviation easement/deed (See: 63 FR 16413 at Disclosure Requirements, FAA Response) by Yvonne Lewis, defendant as Debtor in Possession, GMAC Mortgage LLC, filed bankruptcy on behalf of Yvonne Lewis as a Bankruptcy Creditor of GMAC and did not disclose the transfer by Aviation Easement/deed, thus stopping and delaying Loss mitigation collection and loan modification to prevent foreclosure efforts by GMAC Bank (Servicer).
6. It was further part of the scheme that from 2001 defendant GMAC Mortgage LLC continued to collect full mortgage payment/money from Yvonne Lewis which would not be applied to the mortgage escrow account, but would be converted to the personal use of others.
7. On or about May 14, 2012, Defendant GMAC Mortgage LLC (filing debtor) for the purpose of executing the scheme and artifice to defraud [id 371], caused a petition under title 11 to be filed on behalf of Yvonne Lewis (creditor) listing as Debtor in Possession, GMAC/Ally Bank (sub-servicer) and as an asset the residence at 1875 Alvason Avenue.
8. On or about Aug. 24, 2012, Defendant GMAC (filing debtor) for the purpose of violating the April 4, 2012 consent judgment's "Hardship Affidavit" and obtaining unlawful possession of the subject FHA/FAA controlled property (49 U.S.C. § 106(f)&(g)) under the skimming scheme [id 1715z-19], and artifice to defraud [id 371], caused a false writ of possession to be executed as issued on June 4, 2012 (See: Doc 11-7, at pg. 3 of 7, P.7, "*writ of possession*"), whereby the Franklin County Sheriff forcefully terminated the plaintiff's rights under the 1975 FHA Mortgage (See: **EXHIBIT A**) in violation of the "**national housing program**"

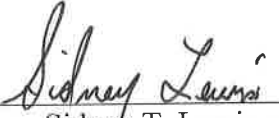
guidelines and Debtors obligations to mitigate under the DOJ/State AG Settlement and FRB Order as incorporated in the April 4, 2012 "Consent Judgment" and in violation of this courts interim orders Doc. 47 & 90 [see: Docs. 47 & 90],

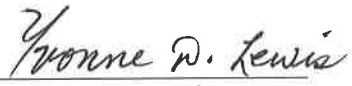
All in violation of 18 U.S.C. §§ 2, 371, 1001, 1505, 1962; 12 U.S.C. §§ 1709, 1715z-19.

#### CONCLUSION

Movants respectfully requests that an order be issued requiring defendants *as Debtors and Debtors in Possession*, GMAC/AFI (sub-servicer) and **ENGELHARDT** and **MARTIN**, *Counsel to the Debtors and Debtors in Possession*, to appear before this court and show cause why defendants should not be adjudged in contempt of this honorable court for aiding and abetting a false "self declaration" under "state common law" by Affidavit of James Whitlinger (Doc 6) and "Equity Skimming" and "RICO" by concealment of state law Judgment lien in case 05-jg-6455 and federal FAA, FAR part 150, preemptions 42 USC §§ 7573, 4621(c)(4) (See: Doc 13-4, at pg. 5, lines 1-8); And failure to mitigate loss nor modify the 1975 FHA mortgage loan (See: **EXHIBIT A**) of plaintiff Yvonne D. Moore a/k/a Yvonne Lewis as allegedly foreclosed upon on **Sept. 12, 2011** (See: Doc 11-7, at pg. 3 of 7, P.7) as within the class period beginning on January 1, 2008 and ending on December 31, 2011 for this courts interim orders, Doc. 47 & 90 [see: Docs. 47 & 90], as prematurely rejected by the state of Ohio notwithstanding the RICO enterprise in Ohio Related Bankr Case Nos. 2:05-bk-75111, and 2:07-bk-57237, USBRC, S.D., OH.; and 2:96-cv-494, and 2:08-cv-75, at Doc. No. 65 ("Dismissal Order"), USDC, S.D., OH..

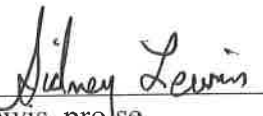
Respectfully Submitted,

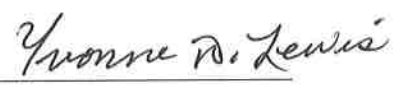
Dated: Sept. 19, 2012   
Sidney T. Lewis, pro se

Dated: Sept. 19, 2012   
Yvonne D. Lewis, pro se

#### CERTIFICATE OF SERVICE

A copy of the foregoing: I. Objection/Notice; and, II. Motion for Show Cause/Notice, were served on Debtors counsels of record, and other parties to the instant action, by hand delivery, electronic mail service, or by certified U.S. Mail Service, Postage Prepaid on Sept. 19, 2012.

Dated: Sept. 19, 2012   
Sidney T. Lewis, pro se

Dated: Sept. 19, 2012   
Yvonne D. Lewis, pro se



VOL 3553 PAGE 21

STATE OF OHIO  
FHA Form No. 3145M  
Revised November 1972

This form is used in connection with mortgages insured under the one-to-four-family provisions of the National Housing Act.

P-27987

# MORTGAGE DEED WITH DOWER 1978

KNOW ALL MEN BY THESE PRESENTS, THAT Ronald L. Moore, by Yvonne D. Moore, his Attorney-in-Fact, and Yvonne D. Moore, husband and wife, both being over 18 years of age,

of The City of Columbus, County of Franklin and State of Ohio, the Grantor, for and in consideration of the sum of Twenty-four Thousand Eight Hundred and no/100's Dollars (\$24,800.00), to him paid by CENTRAL SAVINGS AND LOAN COMPANY, a corporation organized and existing under the laws of The United States of America, and having its principal place of business at 46 E. Gay Street, Columbus, Ohio 43215, Grantor, the receipt of which is hereby acknowledged, does give, grant, bargain, sell, and convey unto the Grantee the following-described premises, situated in the City of Columbus, County of Franklin, State of Ohio, and bounded and described as follows, to wit:

Being Lot Number Seventeen (17) of ARGYLE PARK SUBDIVISION, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 36, page 6, Recorder's Office, Franklin County, Ohio.

Received OCT 8 1975 at 4:05 P O'Clock P  
Recorded OCT 8 1975 in Franklin County  
JAMES A. SCHAEFER, Recorder  
Retorbid's Fee \$ 11.00

Columbus, Ohio September 30, 1975  
For value received, the undersigned hereby sells, assigns and sets over unto: CITIZENS MORTGAGE CORPORATION, a corporation organized and existing under the laws of the State of Delaware, whose address is, 24700 Northwestern Highway, Southfield, Michigan 48075, all its right, title and interest in and to the within Mortgage, without recourse.

CENTRAL SAVINGS AND LOAN COMPANY  
X James L. Bogard JAMES L. BOGARD, TREAS.  
X Jane G. Clarkson  
JANE G. CLARKSON  
ASST. SECY.

together with the privileges and appurtenances thereto belonging, and all the rents, issues, and profits which may arise or be had therefrom; and all the estate, title, and interest of the said Grantor, either in law or in equity, of, in, and to the said premises to have and to hold the above-granted and bargained premises, with all the privileges and appurtenances thereto belonging, including all heating, plumbing, and lighting fixtures and equipment now or hereafter attached to or used in connection with the said premises, and all the rents, issues, and profits which may arise or be had therefrom, unto the said Grantee, its successors or assigns, forever. And the Grantor covenants that at and until the execution and delivery of these presents, he is well seised of the above-described premises in fee simple, and has good right to bargain and sell the same in manner and form above written, and that the same are free from all encumbrances whatsoever; and that he will warrant and defend said premises, with the above-mentioned appurtenances to the said Grantee, its successors and assigns, forever, against all lawful claims or claims and demands whatsoever.

And, for a valuable consideration, the said Grantors does hereby remise, release, and forever quitclaim, unto the Grantee all right and title of dower in the above-described premises.

The conditions of this deed are such that whereas the Grantor has executed and delivered to the Grantee his certain promissory note, of even date herewith, in the principal sum of Twenty-four Thousand Eight Hundred and no/100's Dollars (\$24,800.00) with interest from date at the rate of Nine percentum ( 9 %) per annum on the unpaid balance until paid, and principal and interest being payable at the office of Citizens Mortgage Corporation, 24700 Northwestern Highway, Southfield, Michigan 48075, or at such other place as the holder may designate in writing, in monthly installments of One Hundred Ninety-nine and 64/100's Dollars (\$ 199.64 ), commencing on the first day of November, 19 75, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of October, 2005.

3221 87

EXHIBIT A

EXHIBIT 3553 PAGE 22

AND WHEREAS the Grantee further covenants and agrees that:

1. He will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole at an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to payment.

2. In order more fully to protect the security of this deed, he will pay to the Grantee, together with, and in addition to, such payments of principal and interest, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the most mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(i) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder;

(ii) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance protecting the premises covered hereby, plus taxes and assessments next due on the premises covered by this deed (all as estimated by the Grantee) less all taxes already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Grantee in trust to pay said ground rents, premiums, taxes and special assessments before the same become delinquent; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together, and the aggregate amount thereof shall be paid by the Grantor each month in a single payment to be applied by the Grantee to the following items in the order set forth:

(i) premium charges under the contract of insurance with Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;

(ii) ground rents, taxes, special assessments, fire and other hazard insurance premiums;

(iii) interest on the note secured hereby; and

(iv) amortization of the principal of said note.

Any delinquency in the amount of such aggregate monthly payments shall, unless made good by the Grantee prior to the due date of the next such payment, constitute an event of default under this deed. The Grantee may collect a "late charge" not to exceed two cents (2¢) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. If the total of the payments made by the Grantor under subsection (b) of paragraph 2 preceding shall exceed the amount of the payments actually made by the Grantee for ground rents, taxes, or assessments or insurance premiums, as the case may be, such excess, at the option of the Grantee, shall be credited by the Grantee on subsequent payments to be made by the Grantor, or refunded to the Grantor. If, however, the monthly payments made by the Grantor under such subsection shall not be sufficient to pay ground rents, taxes, or assessments or insurance premiums, when the same shall become due and payable, then the Grantor shall pay to the Grantee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments or insurance premiums shall be due. If at any time the Grantee shall tender to the Grantee, in accordance with the provisions of said note, full payment of the entire indebtedness represented hereby, the Grantee shall, in computing the amount of such indebtedness, credit to the account of the Grantor all payments made under the provisions of subsection (b) of paragraph 2, above, which the Grantee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of subsection (b) of paragraph 2. If there shall be a default under any of the provisions of this deed resulting in a public sale of the premises covered hereby or if the Grantee acquires the property otherwise after default, the Grantee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under such subsection (b) of paragraph 2 as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under subsection (b) of paragraph 2.

4. He will pay all ground rents, taxes, assessments, water rates, and other governmental or municipal charges, fees, or impositions, levied upon said premises, or upon the interest of the Grantee in and to said premises, for which provision has not been made heretofore, and in default thereof the Grantee may pay the same; and he will promptly deliver the official receipts therefor to the Grantee.

5. The Grantee, his successors or assigns, shall have the right to pay any ground rents, taxes, assessments, water rents, and other governmental or municipal charges, fees or impositions, which the Grantor has agreed to pay under paragraph 4, above, and to make any payments heretofore provided to be made by the Grantor in subsections (a) and (b) of paragraph 2 hereof, and any amount so paid by the Grantee shall then be added to the principal debt named herein and bear interest at the rate set forth in the note secured hereby, payable monthly, from the date of such payment, and be secured by this deed.

6. He will keep the improvements now existing or hereafter erected on the premises covered by this deed, insured as may be required from time to time by the Grantee against loss by fire and other hazards, casualties and contingencies including war damage insurance, in such amounts and for such periods as may be required by the Grantee and will pay promptly, when due, any premiums on such insurance policies for payment of which loss has not been made heretofore. All insurances shall be carried in companies approved by the Grantee and the policies and renewals thereof shall be held by the Grantee and have attached thereto loss-payable clauses in favor of and in form acceptable to the Grantee. In event of loss the Grantee will give immediate notice by mail to the Grantee, who may make proof of loss if not made promptly by Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Grantee named on the policy and the Grantee jointly, and the insurance proceeds, or any part thereof, may be applied by the Grantee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage deed, or other transfer of title in the property covered hereby in extinguishment of the indebtedness secured hereby, all right, title and interest of the Grantor in and to any insurance policies then in force shall pass to the purchaser or Grantee.

7. He will keep the mortgaged premises in as good order and condition as they are now, and will not commit or permit waste, reasonable wear and tear excepted.

8. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Grantor to the Grantee and shall be paid forthwith to the Grantee to be applied by it on account of the indebtedness secured hereby, whether due or not.

9. The Grantor further agrees that should this deed and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days from date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the date from the date of this deed, declining to insure said note and this deed, being deemed conclusive proof of such ineligibility) the Grantee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

EXHIBIT A



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10. Upon a default in any of the terms of the note secured hereby, or upon a breach of any condition or covenant of this deed, the rents of the real estate herein described shall immediately accrue to the benefit of the Grantee, and such rents shall be immediately payable to the Grantee.

11. Upon any default in the note secured hereby, or under this deed, foreclosure proceedings may be instituted, at the option of the Grantee. In any such action, the Grantee shall be entitled, without notice and without regard to the adequacy of the security of the debt, to the appointment of a receiver of the rents and profits of the mortgaged premises and in case of any other suit, or legal proceeding, wherein the Grantee shall be made a party thereto by reason of this mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Grantee, so made parties, for services in such suit or proceedings, shall be a further lien and charge upon the said premises under this mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this mortgage.

12. The Grantee is authorized and empowered to do all things provided to be done by a mortgagee under Section 1311-14 of the Revised Code, and under the Act of the Legislature passed May 27, 1915, 106 Ohio Laws, Pages 522-534, and any amendments or supplements thereto.

Now, therefore, if the Grantee shall well and truly perform all the conditions of this deed, and of the note secured hereby, then this deed shall be void otherwise, it shall remain in full force and virtue.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Grantor (s) have hereunto set their hands this 30th day of September

A.D. 19 75  
Ronald L. Moore By  
X Yvonne D. Moore Atty. In Fact

Signed, acknowledged and delivered in the presence of  
Ronald L. Moore  
by Yvonne D. Moore, his Attorney-in-Fact  
Yvonne D. Moore

STATE OF OHIO )  
COUNTY OF Franklin )

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared the above named, Ronald L. Moore, and Yvonne D. Moore, in the above mortgage deed, and severally acknowledged the signing thereof, and that such signing was freely and voluntarily made by the said parties for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto signed my name, and affixed my official seal, this 30th day of September, A.D. 19 75.

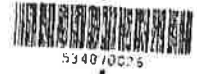


FRANK D. FARKAS  
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO  
MY COMMISSION EXPIRES AUG. 27, 1980

The conditions of this mortgage have been complied with, and the same is fully paid, satisfied, and discharged.

The form of this instrument was prepared by the Office of the General Counsel, Department of Housing and Urban Development, and the material in the blank space in the form was inserted by or under the direction of Central Savings and Loan Company.

EX 1 A



GENERAL WARRANTY DEED  
STATUTORY FORM Rev. Code, Sec. 1972.01 to .08

National Graphic Corp., Clev., O.  
Form No. 123-71

Know all Men by These Presents; That <sup>Wife</sup> Willie Joe Cook and Frances G. Cook,  
husband and wife, Franklin County, Ohio for  
One Dollar (\$1.00) and other good and  
valuable consideration paid, grant, with general warranty covenants, to Ronald L. Moore and  
Yvonne D. Moore, husband and wife, whose tax mailing address is  
1875 Alvason Avenue, Columbus, Ohio  
the following real property: Situated in the County of  
Franklin in the State of Ohio and in the City  
of Columbus and bounded and described as follows: 22508

Being Lot Number Seventeen (17) of ARGYLE PARK SUBDIVISION,  
as the same is numbered and delineated upon the recorded plat  
thereof, of record in Plat Book 36, page 6, Recorder's Office,  
Franklin County, Ohio.

This conveyance is subject to the lien of any taxes and assessments  
not now due and payable; zoning ordinances and regulations; legal  
highways; and restrictions, conditions reservations and easements of  
record.

Prior Instrument of Reference: Volume 2570, Page 475

Wife-husband of the grantor, releases all rights of  
dower therein.

Witness their hands this 30th day of September, 1975.

Signed and acknowledged in the presence of:

*[Signature]* Willie Joe Cook  
XWillie Joe Cook  
*[Signature]* Frances G. Cook  
XFrances G. Cook

THE STATE OF OHIO, Franklin COUNTY, ss.  
Be It Remembered, That on this 30th day of September, 1975,  
before me, the subscriber, a Notary Public in and for said County, personally came the  
above named, Willie Joe Cook and Frances G. Cook, husband and wife,  
the Grantors in the foregoing Deed, and acknowledged the signing of the same to be their  
voluntary act and deed, for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal, on the day  
and year last aforesaid.

This instrument was prepared by  
*[Signature]*  
KATHRYN A. ROSE  
NOTARY PUBLIC, FRANKLIN COUNTY, OHIO  
MY COMMISSION EXPIRES MARCH 17, 1979

J. C. Cizmadia, V. Attorney at Law  
163 East Livingston Avenue, Cols., Ohio 43215

1. Name of names of Grantees and marital status.  
2. Description of land or interest therein and encumbrances, reservations, said exceptions, if any.  
3. Date whichever is not applicable.

This space for Auditor's Stamp  
TRANSFERRED  
OCT 6 1975  
ARCH J. WARREN  
AUDITOR  
FRANKLIN COUNTY, OHIO

TRANSFER TAX  
PAID  
\$2.90  
By ARCH J. WARREN  
FRANKLIN COUNTY, AUDITOR

This space for Recorder's Stamp  
OCT 6 1975 4:00 P  
Received... 19... M... O'Clock... M  
Recorded... OCT. 8... 1975... 19... In Franklin County  
JAMES A. SCHAEFER, Recorder  
Recorder's Fee \$... 00

EX 17

OHIO

COUNTY OF FRANKLIN
LOAN NO 1: 4002455385
LOAN NO 2: 002455384
INVESTOR: 01637
POOL NO: X00009225
INVESTOR TYPE: GNMA

WHEN RECORDED MAIL TO:

BayView Portfolio Services, Inc.
3631 S. Harbor Blvd., Suite 200
PO BOX 25079
Santa Ana, CA 92704-6951

Prepared By Production Group

Instr: 20081000001168 01/03/2008
Pages: 1 Fee: \$16.00 7:41AM
Robert G. Montenegro T2001000420
Franklin County Recorder NEPSBYJEM

Assignment of Real Estate Mortgage

FOR VALUE RECEIVED, the undersigned as Mortgagee ("ASSIGNOR"), hereby grants, conveys, assigns and transfers to CITICORP MORTGAGE, INC., A DELAWARE CORPORATION 27555 FARMINGTON ROAD, FARMINGTON HILLS, MI 48334-3357

("Assignee") all beneficial interest under that certain mortgage dated 9/30/75 executed by RONALD L. MOORE, BY YVONNE D. MOORE, HIS ATTORNEY-IN-FACT, AND YVONNE D. MOORE, HUSBAND AND WIFE, BOTH BEING OVER 18 YEARS OF AGE.

Mortgagor, to

CENTRAL SAVINGS AND LOAN COMPANY

Mortgagee, and

recorded as Instrument No. on 10/8/75 in Book 3883
Page 21, Micro Film, of Official Records in the office of the County Recorder of FRANKLIN County, Ohio as described in said mortgage.

PIN: 10-136633

Together with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage.

Dated: 11/1/00

CHASE MORTGAGE COMPANY, AN OHIO CORPORATION, F/K/A CHEMICAL MORTGAGE COMPANY 3415 VISION DRIVE, COLUMBUS, OH 43219

By ROBERT ZIERTEN VICE PRESIDENT



STATE OF CALIFORNIA
COUNTY OF ORANGE

On 11/1/00 before me, MONICA LADZINSKI personally appeared ROBERT ZIERTEN, VICE PRESIDENT,

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

WITNESS my hand and official seal

MONICA LADZINSKI
COMM. # 1103625
NOTARY PUBLIC CALIFORNIA
ORANGE COUNTY

NOTARY PUBLIC
My Commission Expires 8/18/02
This instrument was prepared by: Production Group, BayView PS
3631 S. Harbor Blvd., Suite 200, Santa Ana, CA 92704

EXHIBIT A-1

10208103219



**Mike DeWine**  
Ohio Attorney General

**Consumer Protection**  
Office (614) 466-8831  
Fax (614) 466-8898

30 East Broad Street, 14th Floor  
Columbus, Ohio 43215  
[www.ohioattorneygeneral.gov](http://www.ohioattorneygeneral.gov)

January 13, 2011

Sidney T. Lewis  
Yvonne D. Webb-Lewis  
1875 Alvason Avenue  
Columbus, Ohio 43219

Dear Mr. and Mrs. Lewis:

I am in receipt of your constituent inquiry received by our office on December 9, 2010. Your request was forwarded to the Consumer Protection Section for review. I am writing to follow up on your request for our office to review the documents that you submitted with respect to your difficulties with American Investment Life Insurance Company (AILIC), regarding equity indexed annuities. I am sorry to know of the difficulties you are facing.

First, you asked us to confirm whether the notice of defective living trust was given to the State of Ohio. In reviewing your documents, I am assuming you are asking whether or not we received notice of the class actions that are referenced in the documents. Unfortunately, I cannot answer this question for you as the Consumer Protection Section does not generally receive notices related to insurance and annuities class actions.

Second, in reviewing the documents attached, it appears that you wanted us to review and take action with respect to the court's decision on AILIC's class action settlement related to annuities and living trusts that were sold, apparently, between 1997 and 2007. First, the matter relates to a court decision and we do not have the authority to overturn the court's decision. Second, this also appears to be a matter concerning a transaction that is at least three years old and the statute that we enforce, the Ohio Consumer Sales Practices Act has a time limitation of two years.

I did confer with Greg Mobley with the Ohio Department of Insurance concerning your inquiry with us, since matters related to insurance and annuities are usually referred to them as we do not have jurisdiction over these matters. Mr. Mobley has informed me that you have filed a separate complaint with them and that they will be providing a response soon.

EXHIBIT B

Ohio Attorney General Mike DeWine  
January 13, 2011  
Page 2

I apologize that I cannot be of further assistance to you at this time. You may want to speak with your attorney, concerning what other options may be available to you. If you are not currently represented by an attorney, you may want to call the Columbus Bar Association Lawyer Referral Service at 614/221.0754 or toll-free at 877/560.1014.

Very truly yours,

MIKE DEWINE  
Ohio Attorney General



Susan Choe  
Section Chief  
Consumer Protection  
(614) 466-1306  
FAX (614) 466-8898  
[Susan.choe@ohioattorneygeneral.gov](mailto:Susan.choe@ohioattorneygeneral.gov)

EX. B

UNITED STATES BANKRUPTCY COURT, SOUTHERN DISTRICT OF NEW YORK;

In Re: Residential Capital, LLC., et al., And,) Case No. 12-bk-12020 (MG)  
In Re: GMAC, Mortgage Co., et al, ) Chapter      (Ch.11, Joint Admin. )  
Debtors ) (Related BR Case No.07-bk-57237, S.D., OHIO)  
) (Related BR Case No. 12-bk-12032, S.D., N.Y.)  
) JUDGE: GLENN, MARTIN  
UNITED STATES of America, Ex Rel., )  
Yvonne D. Lewis, et al., ) Adversary Case No.: 1:12-av-1731  
Plaintiffs/ Surplus Creditors ) (Related Case Nos. 1:12-bk-12020, 1:12-bk-12032;  
Vs. ) 05-CV-7346 (03-CV-7478); 03-CV-10836;  
) 05-CV-4555; 03-CV-6954);(11-AP-875,  
GMAC, Mortgage Co., et al, ) COA10th Dist., OHIO), (10-AP-110, COA10th  
Defendants/ Bankrupt Debtors, ) Dist., OHIO)  
)

IN THE UNITED STATES DISTRICT COURT, S. D. OF OHIO  
EASTERN DIVISION (at Columbus)

UNITED STATES of America, Ex Rel.,  
Sidney T. Lewis, et al., ) Action No. 2:08-cv-1042  
Plaintiffs, ) (Related Dist. Ct. Cases 2:08-cv-16; 2:96-cv-494;  
Vs. ) 2:08-cv-75 at Doc. 65 "Dismissal", 2:09-cv-179);  
) JUDGE: HOLSCHUH  
Larry McClatchey, et al., ) Magistrate Judge: KING  
Emens, Hurd, Kegler & Ritter nka  
Emens, Kegler, Brown, Hill & Ritter, LPC. )  
Defendants.

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**PRAECIPE**

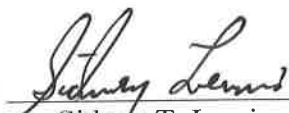
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To the Clerks of the Bankruptcy Court:

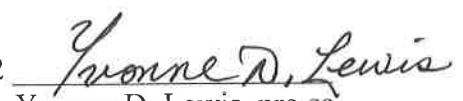
1. Please find enclose one (1) copy of the following *Motion/Notice for Leave to File First Amended Complaint* to be filed in case no. **1:12-adv-1731** with your court instanter.
2. Please find enclose one (1) copy of the following *Objection/Notice (doc.14)* and *Motion/Notice for Show Cause (doc.6)* to be filed in case no. **1:12-adv-1731** with your court instanter.

Respectfully Submitted,

Dated: Sept. 19, 2012

  
Sidney T. Lewis, pro se

Dated: Sept. 19, 2012

  
Yvonne D. Lewis, pro se