Docket #0001 Date Filed: 11/9/2012

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

MARION L. JENKINS,
405 GRANT PARK PLACE
ATLANTA, GA 30315
AND
SHARON JENKINS
405 GRANT PARK PLACE
ATLANTA, GA 30315

Plaintiff,

vs.

RESIDENTIAL FUNDING COMPANY LLC
8400 NORMANDALE LAKE BLVD SUITE 350
MINNEAPOLIS, MN 55437
AND
MORTGAGE LENDERS NETWORK, USA INC
MIDDLESEX CORPORATE CENTER
213 COURT STREET 11TH FLOOR
MIDDLETOWN, CT 06457
AND
SHAPIRO & SWERTFEGER, LLP
BUKE BUILDING SUITE 100
2872 WOODCOCK BOULEVARD
ATLANTA, GEORGIA 30341
AND

ADVERSARY CASE NO: _____

Case No.: 12-12019-mg

Action to Declare Security Deed, Lien, Assignments and Encumbrance Invalid; Secs. 506(a); 1322(b)(2); and America's Servicing Company, Mortgage Electronic Registration System and US Bank National Association as Trustee for RASC 2006-EMX4 Had no interest in the property at the time it initiated its foreclosure proceedings; NO VAILD

1212020130122000000000013

JACK L. SWERTFEGER JR.

AND

GERALD M. SHAPIRO

AND

AMERICA'S SERVICING COMPANY

AND

MORTGAGE ELECTRONIC REGISTRATION SYSTEM

AND

US BANK NATIONAL ASSOCIATION AS TRUSTEE

FOR RASC 2006-EMX4

And

EMAX FINANCIAL GROUP LLC

AND

MICHELE MORALES

AND

JUDY FABER, VICE PRESIDENT

U.S. BANK NATIONAL ASSOCIATION

Defendant

ADVERSARY COMPLAINT TO DECLARE SECURITY DEED, ASSIGNMENT, LIEN AND ENCUMBRANCE INVALID; SECS 506(A); 1233(B)(2); AND AMERICA'S SERVICING COMPANY, MORTGAGE ELECTRONIC REGISTRATION SYSTEM AND US BANK NATIONAL ASSOCIATION AS TRUSTEE FOR RASC 2006-EMX4 HAD NO INTEREST IN THE PROPERTY AT THE TIME IT INITIATED ITS FORECLOSURE PROCEEDINGS;

NO VALID ASSIGNMENT

Action to Declare Security Deed, Lien, Assignments and Encumbrance Invalid; Secs. 506(a); 1322(b)(2); and America's Servicing Company, Mortgage Electronic Registration System and US Bank National Association as Trustee for RASC 2006-EMX4 Had no interest in the property at the time it initiated its foreclosure proceedings; NO VAILD ASSIGNMENT. - 2

COMES NOW, Marion L. Jenkins, and Sharon Jenkins Plaintiff's in the above and foregoing matter and respectfully complains of the defendants as follows:

1. Plaintiff Marion L. Jenkins and Sharon Jenkins (hereinafter "Jenkins") is a natural person residing at 405 Grant Park Place Atlanta, GA 30315 ("the property"). They filed this Adversary Complaint under the bankruptcy code.
2. The precipitating event for filing the Adversary Complaint is a dispute with a mortgagee, as set forth herein, which he and his wife had been attempting to resolve without the assistance of an attorney.
3. Venue of the bankruptcy case is appropriate in this court pursuant to 28 USC 1408. Venue of the instant complaint is appropriate pursuant to 28 USC 1409.
4. This Court has jurisdiction of the bankruptcy case and this complaint pursuant to 28 USC 1334.
5. This is a core proceeding within the meaning of that statute, and the court has jurisdiction to enter a final judgment. In the event that any claim is determined to be non-core, the Plaintiff assents to entry of final judgment by the Bankruptcy Court.
6. Plaintiff brings this action to determine the status of the Defendant as a secured or unsecured creditor on their real estate property located at 405 Grant Park Place Atlanta, Georgia 30315.
7. Upon information and belief, Defendant Residential Funding Company LLC is part of GMAC Mortgage Group, is in the business of acquiring residential mortgages, home equity loans, and lines of credit originated by other mortgage banks and financial institutions. Their mailing address is 8400 Normandale Blvd Ste 250 Minneapolis, MN 55437.

Action to Declare Security Deed, Lien, Assignments and Encumbrance Invalid; Secs. 506(a); 1322(b)(2); and America's Servicing Company, Mortgage Electronic Registration System and US Bank National Association as Trustee for RASC 2006-EMX4 Had no interest in the property at the time it initiated its foreclosure proceedings; NO VAILD

8. Upon information and belief, Defendant Mortgage Lenders network, USA Inc., is engage in originating and servicing Alt-A/non-conforming and conforming mortgage and home equity loans for subprime mortgage brokers and bankers in the United States. The Company has strategic partnership with GMAC Residential Funding Corporation. The company was founded in 1996 and is headquartered in Middletown, Connecticut with regional wholesale offices in Alpharetta, Georgia. They can be served at 213 Court Street Middlesex Corporate Center 11th Floor Middletown, CT 06457.

9. Jack L. Swertfeger Jr., and Gerald M. Shapiro of SHAPIRO & SWERTFEGER, LLP is an Atlanta based Default Services Law Firm whose practice is Georgia Real Estate Law. SHAPIRO & SWERTFEGER, LLP filed a illegal foreclosure against Plaintiffs and know it to be fraudulent. They can be served at 2872 Woodcock Boulevard Atlanta, Georgia 30341.

10. Mortgage Electronic Registration System (MERS) is an American privately held company that operates an electronic registry designed to track servicing rights and ownership of mortgage loans. MERS is owned by Holding Company MERSCORP, Inc., and can be serviced in Reston Virginia.

11. Upon information and belief, Defendant U.S. Bank National Association is a national Bank with a mailing address at Two James Center 1021 E. Cary Street 18th Floor Richmond, VA 23219.

FACTUAL ALLEGATIONS

12. The Plaintiffs Marion L. Jenkins, and Sharon Jenkins first acquired the property, individually, in February 2006.

Action to Declare Security Deed, Lien, Assignments and Encumbrance Invalid; Secs. 506(a); 1322(b)(2); and America's Servicing Company, Mortgage Electronic Registration System and US Bank National Association as Trustee for RASC 2006-EMX4 Had no interest in the property at the time it initiated its foreclosure proceedings; NO VAILD

13. Mortgage Electronic Registration System, Inc. acting solely as a nominee for Lender and Lender's successor and assigns, was the grantee under the Security Instrument.

14. The Plaintiff signed an Adjustable Rate note with MORTGAGE LENDERS NETWORK USA INC at a rate of 6.95%.

15. Allonge to Note dated March 30, 2006, in favor of MORTGAGE LENDERS NETWORK AND pay to the order of RESIDENTIAL FUNDING CORPORATION without recourse, signed by Michele Morales Manager of Sales and Acquisitions for Emax Financial Group, LLC. Then it was Pay to the order of U.S. Bank National Association as Trustee without recourse by Judy Faber, Vice President.

16. In 2010, a CORRECTIVE ASSIGNMENT OF A CORRECTIVE ASSIGNMENT OF SECURITY DEED mortgage was assigned to US Bank, N.A. RASC 2006-EMX4 by assignment recorded in the Fulton County Registry of Deeds at book 42244 page 433 by Ricky L. Thompson, and Julia Ann Prieto both alleged ROBO Signers.

17. In October 2012 Mortgage Electronic Registration System Inc., caused a Corporate Assignment of mortgage/Security Deed to be recorded at book 42244, Page 433, and Deed Book 47377, Page 42, purported to assign the mortgage to "US Bank, N.A. NRASC 2006-EMX4.

18. In November 2008, Karen Fonda of SHAPIRO & SWERTFEGER caused another Corporate Assignment to be recorded at book 47377 page 42, to US Bank National Association as Trustee by Residential Funding Company, LLC fka Residential Funding Company. This is a fraudulent Corporate Assignment signed by Philip A. Hasty and Kathy Krueger. They are Robo signers and their signatures are fakes.

19. Plaintiff never received any Notice from America's Servicing Company stating that they were the new servicing company of Plaintiff's Mortgage. Plaintiff

Action to Declare Security Deed, Lien, Assignments and Encumbrance Invalid; Secs. 506(a); 1322(b)(2); and America's Servicing Company, Mortgage Electronic Registration System and US Bank National Association as Trustee for RASC 2006-EMX4 Had no interest in the property at the time it initiated its foreclosure proceedings; NO VAILD

send server letters to America's Servicing Company requesting that they verify there authority to demand payment. They never responded back to Plaintiffs request for verification.

20. On or about March 22, 2012, Plaintiff mailed a certified qualified written request under the Real Estate Settlement Procedures Act to Americas Servicing Company again demanding that they respond to the first request. After 90 days had passed Plaintiff received the package from ACS.

21. Plaintiff and his wife contacted ACS, Wells Fargo on numerous occasions thereafter in order to try to resolve the dispute. Various representatives of ACS and Wells Fargo gave them conflicting information, stating, for example, that the payoff amount of the loan was $500,000, and that the monthly payment on the mortgage was $4,000. Plaintiff found this to be incredible, give that they had a fixed rate note.

22. During all of these discussion with representatives of Wells Fargo and America's Servicing Company SHAPIRO & SWERTFEGER, LLP was proceeding with foreclosure activities.

23. As noted above, SHAPIRO & SWERTFEGER, LLP was proceeding implacably to foreclose, notwithstanding that Plaintiff and his wife attempted to enlist SHAPIRO & SWERTFEGER'S ASSISTANCE IN RESOLVING THE PROBLEM. They refused to discuss the problem with them and told us that they we had to call America's Servicing Company or Wells Fargo Bank.

24. America's Servicing Company never provided Plaintiff with any information validating the amount claimed as due.

Action to Declare Security Deed, Lien, Assignments and Encumbrance Invalid; Secs. 506(a); 1322(b)(2); and America's Servicing Company, Mortgage Electronic Registration System and US Bank National Association as Trustee for RASC 2006-EMX4 Had no interest in the property at the time it initiated its foreclosure proceedings; NO VAILD

25. Upon information and belief, America's Servicing Company and Wells Fargo is the recipient of federal funds intended to benefit Plaintiff, and individuals like them, who need to modify their mortgages in order to remain in their home.

26. The Defendants continue their alleged securitization through a fraudulent scheme by way of presenting a prima facie appearance before the court with propertied fraudulent Assignments recorded at the Fulton County registrars office. Plaintiffs further believe through available and discerned information that the Defendants employed "Robo Signers to effectuate this by recording false and fabricated "Assignments (3 in total).

27. The ordeal in dealing with Defendants and the incident of the foreclose sale has caused Plaintiff to suffer emotional distress in the nature of loss of sleep, anxiety and fear over losing their home. This distress is outrageous and should not be tolerated in a civilized society.

28. As a law firm, SHAPIRO & SWERTFEGER, JACK SWERTFEGER JR AND GERALD M. SHAPIOR has an obligation not to conduct foreclosure sales without verifying the factual allegation of its client. They failed to do so, and in fact may have contributed to the problem by recording the Assignment notwithstanding the prior assignments.

29. The various Corrective Assignment of a Corrective Assignment of Security Deed are conflicting in that they do not disclose a clear and unambiguous title to the mortgage in Residential Funding Company to America's Servicing Company or any other entity. Absent a clear and unambiguous title, it is doubtful that SHAPIRO & SWERTFEGER, LLP could have foreclosed lawfully, as it is unlawful in Georgia for a foreclosure to be conducted by an entity with no title to the mortgage.

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30. SHAPIRO & SWERTFEGER, as the agent of the Defendants, had a legal duty to refrain from foreclosing while a HAMP Modification was in process.

31. Based on all of the foregoing Plaintiff avers that they have been damaged.

WHEREFORE Plaintiff requests relief:

(a) Enjoin the Defendants, jointly and severally, from any action foreclosing on Plaintiff's property, such as by executing a Power of Sale, a deed, or any other act of that nature;

(b) Ordering the Defendants to provide Plaintiff with an accounting;

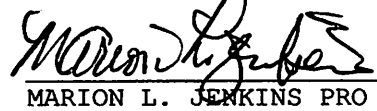
(c) If Plaintiff in fact is in default other than because of Defendants having refused to accept payments, ordering specific performance by America's Servicing Company, Wells Fargo and Shapiro & Swertfeger of its contractual obligation to enter in to a loan modification;

(d) In the event that the Defendants are unable to prove their title to the mortgage, a declaration that the mortgage is null and void;

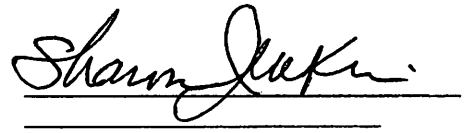
(e) Monetary damages in the amount of $10,000.000 million dollars; and

(f) Such other relief as to the court seems meet and just.

Dated this 10/12/2012



MARION L. JENKINS PRO SE
WITHOUT PREJUDICES



SHARON B. JENKINS PRO SE
WITHOUT PREJUDICES

EXHIBIT "A"

Security Deed

Dated February 26, 2006

Deed Book 42244 Pg 433
Filed and Recorded Mar-29-2006 10:24am
2006-0095865
Georgia Intangible Tax Paid $900.00
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

3030054256

Return To:
MORTGAGE LENDERS NETWORK USA, INC.
213 COURT ST. MIDDLETOWN, CT 06457
CARL W. WRIGHT
P.O. BOX 780
LOGANVILLE, GA 30052
770-613-7400

Prepared By:
MORTGAGE LENDERS NETWORK USA, INC.
213 Court St. Middletown CT 06457

[Space Above This Line For Recording Data]

06-2035Jenkins

SECURITY DEED

MIN

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 February 28, 2006, together with all Riders to this document.
(B) "Borrower" is
SHARON JENKINS
MARION L JENKINS

Borrower is the grantor under this Security Instrument.
(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the grantee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is MORTGAGE LENDERS NETWORK USA, INC.

Lender is a corporation or association
organized and existing under the laws of Delaware
Lender's address is 213 Court St. Middletown CT 06457

(E) "Note" means the promissory note signed by Borrower and dated February 28, 2006
The Note states that Borrower owes Lender Three Hundred Thousand and No/100 ------
---------- Dollars
(U.S. $ 300,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 1, 2036
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

[X] Adjustable Rate Rider	[ ] Condominium Rider	[ ] Second Home Rider
[ ] Balloon Rider	[ ] Planned Unit Development Rider	[ ] 1-4 Family Rider
[ ] VA Rider	[ ] Biweekly Payment Rider	[X] Other(s) [specify]

Waiver of Borrower's Rights/Closing Attorney's Affidavit

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used

Initials:

in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS, with power of sale, the following described property located in the

COUNTY of FULTON :

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE ATTACHED SCHEDULE A

LAND LOT 43, 14TH DISTRICT, CITY OF ATLANTA, FULTON COUNTY, GEORGIA

Parcel ID Number: 14 -0043-0006-013-7 which currently has the address of

405 GRANT PARK PLACE [Street]

ATLANTA [City], Georgia 30315 [Zip Code]

("Property Address"):

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

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

Initials:

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 signed and sealed this Security Instrument.

_____ (Seal) -Borrower	SHARON JENKINS (Seal) -Borrower
_____ (Seal) -Borrower	MARION L JENKINS (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

STATE OF GEORGIA, GWINNETT **County ss:**

Signed, sealed and delivered in the presence of:

YOLANDA VELASQUEZ NOTARY PUBLIC GWINNETT COUNTY GEORGIA EXPIRES AUG. 19, 2000

_____
Unofficial Witness

_____
Notary Public, State of Georgia

_____
County

Deed Book 42244 Pg 447

FILE NUMBER	**05-2035**
NAME AND ADDRESS OF BORROWER	**SHARON JENKINS MARION L. JENKINS 405 GRANT PARK PLACE ATLANTA, GA**
NAME AND ADDRESS OF SELLER	
NAME AND ADDRESS OF LENDER	**MORTGAGE LENDERS NETWORK USA, INC. 213 COURT STREET MIDDLETOWN, CT 06457**
PROPERTY LOCATION	**405 GRANT PARK PLACE ATLANTA, GA 30315**

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 43 OF THE 14TH DISTRICT, CITY OF ATLANTA, FULTON COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY OF GRANT PARK PLACE (50 FOOT R/W) SAID POINT BEING 220.0 FEET WEST OF THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF GRANT PARK PLACE AND THE WESTERLY RIGHT OF WAY OF SOUTH AVENUE AND FROM SAID POINT OF BEGINNING RUNNING THENCE SOUTH 1 DEGREE 00 MINUTES EAST 172.76 FEET TO A POINT; RUNNING THENCE SOUTH 89 DEGREES 47 MINUTES 15 SECONDS WEST 49.6 FEET TO A POINT; RUNNING THENCE NORTH 1 DEGREE 00 MINUTES WEST 174.46 FEET TO POINT ON THE SOUTHERLY RIGHT OF WAY OF GRANT PARK PLACE; RUNNING THENCE SOUTH 89 DEGREES 16 MINUTES 07 SECONDS EAST 49.6 FEET ALONG THE SOUTHERLY RIGHT OF WAY OF GRANT PARK PLACE TO A POINT WHICH IS SAID POINT OF BEGINNING; SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED ACCORDING TO PLAT OF SURVEY PREPARED BY MILTON ROBERT LEMON, GRLS.

ADJUSTABLE RATE NOTE

(LIBOR Six-Month Index (As Published In *The Wall Street Journal*) - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

February 28, 2006 [Date] LAWRENCEVILLE [City] Georgia [State]

405 GRANT PARK PLACE , ATLANTA, GA 30315 [Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 300,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is MORTGAGE LENDERS NETWORK USA, INC.

I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 8.9500 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

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

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payments on the first day of each month beginning on May 1, 2006 . I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on April 1, 2036 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 10 RESEARCH PARKWAY, WALLINGFORD, CT 06492

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. $ 1,985.85 . This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid Principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of April 1, 2008, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs 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.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Four and Three-Quarters percentage points (4.75000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.9500 % or less than 6.9500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) (1.0000 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 12.9500 %. • My interest rate will never be less than 6.95%

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

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

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

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

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

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

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

10. WAIVERS

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

11. UNIFORM SECURED NOTE

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

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

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

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

SHARON JENKINS (Seal) -Borrower

MARION L JENKINS (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

PAY TO THE ORDER OF:
EMAX FINANCIAL GROUP, LLC
WITHOUT RECOURSE
By: MORTGAGE LENDERS NETWORK USA, INC.
LINDSAY BRENTNER-SCHEER
OPERATIONS MANAGER

(Seal) -Borrower

(Seal) -Borrower

[Sign Original Only]

EXHIBIT "B"

CORPORATE ASSIGNMENT

Dated November 21, 2008

ASGN DE Book 49414 Page 381

Deed Book 47377 Pg 42
Filed and Recorded Nov-21-2008 08:59am
2008-0310163
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

PREPARED BY AND
RETURN TO: Karen Fonda
SHAPIRO & SWERTFEGER
2872 Woodcock Boulevard
Duke Building, Ste. 100
Atlanta, Georgia 30341
(770) 220-2535

PLEASE CROSS REFERENCE TO Deed Book 42244, Page 433

STATE OF Georgia
COUNTY OF DeKalb

07-4320/Jenkins, Sharon
Loan #

CORPORATE ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby transfers, assigns, sells, conveys and delivers to **US Bank National Association as Trustee by Residential Funding Company, LLC fka Residential Funding Company Attorney in Fact**, whose address is **3476 Stateview Blvd. Fort Mill, SC 29715** (hereinafter referred to as Assignee), a certain Deed to Secure Debt (hereinafter called Deed) dated **February 28, 2006**, between **Sharon Jenkins and Marion L. Jenkins** (grantor) and **Mortgage Electronic Registration Systems, Inc.** (grantee), said Deed being recorded in Deed Book **42244**, page **433**, **FULTON** County Records; together with the Note and the debt evidenced thereby which said Deed was given to secure; and does hereby deed, grant, bargain, sell and convey to the said Assignee all of the property in the said Deed, together with all the rights, powers and privileges therein contained in as full, ample and complete manner as the undersigned is authorized to exercise the same.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized corporate officers as of **September 2, 2008.**

Mortgage Electronic Registration Systems, Inc.

Signed and delivered
in the presence of:

By: _____
Philip A. Hasty, Asst. Vice President

(1) _____
(Unofficial Witness)

Attest: _____
Kathy Krueger, Asst. Secretary

(2) _____
Notary Public

My Commission Expires: 4-30-11

NOTARY PUBLIC
AMANDA BLANKENSHIP
NOTARY PUBLIC
GWINNETT COUNTY, GEORGIA

EXHIBIT "C"

CORRECTIVE ASSIGNMENT

Dated October 01, 2010

Deed Book 49414 Pg 381
Filed and Recorded Oct-01-2010 11:47as
2010-0356139
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

PREPARED BY AND
RETURN TO:
Attn: Rebekah Smith
SHAPIRO & SWERTFEGER, LLP
2872 Woodcock Boulevard
Suite 100
Atlanta, GA 30341
(770) 220-2535

PLEASE CROSS REFERENCE TO Deed Book 42244, Page 433, and Deed Book 47377, Page 42

STATE OF Georgia
COUNTY OF DeKalb

Jenkins, Sharon and Marion
FILE #: 07-4320

CORRECTIVE ASSIGNMENT

FOR VALUE RECEIVED, **Mortgage Electronic Registration Systems, Inc.**, assignor, hereby transfers, assigns, sells, conveys and delivers to **US Bank, N.A. N RASC 2006-EMX4**, hereinafter referred to as Assignee (whose address is **3476 Stateview Boulevard, Fort Mill, SC 29715**) a certain Deed to Secure Debt dated **February 28, 2006**, between **Sharon Jenkins and Marion L. Jenkins** (grantor) and **Mortgage Electronic Registration Systems, Inc.** (grantee), said Deed being recorded in Deed Book **42244**, Page **433**, **FULTON** County, Georgia Records, together with the note and the debt evidenced thereby which the said Deed was given to secure; and does hereby deed, grant, bargain, sell and convey to the said Assignee all of the property in the said Deed described, together with all the rights, powers and privileges therein contained in as full, ample and complete manner as the undersigned is authorized to exercise the same.

This instrument is executed for the purpose of correcting a prior assignment from **Mortgage Electronic Registration Systems, Inc.** to **US Bank National Association as Trustee by Residential Funding Company, LLC fka Residential Funding Company Attorney in Fact**, dated **September 2, 2008**, wherein the name of the Assignee was incorrect and recorded in Deed Book **47377**, Page **42**, in **FULTON** County, Georgia records.

This assignment is made without warranty or recourse upon the Assignor, its successors or assigns.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized corporate officers and its corporate seal to be affixed as of **July 7, 2010**.

Mortgage Electronic Registration Systems, Inc.

Signed and delivered
in the presence of:

By: _____
Philip A. Hasty, Vice President

(1) _____
(Unofficial Witness)

Attest: _____
Kathy Krueger, Asst. Secretary

(2) _____
Notary Public

My Commission Expires: May 22, 2012
NOTARY SEAL

SHANNA JOHNSON NOTARY PUBLIC GWINNETT COUNTY GEORGIA EXPIRES MAY 22, 2012

EXHIBIT "D"

CORRECTIVE ASSIGNMENT OF A CORRECTIVE ASSIGNMENT OF SECURITY DEED

Dated October 01, 2011

Shapiro & Swertfeger
2872 Woodcock Boulevard
Suite 100
Atlanta, GA 30341

Deed Book 50497 Pg 240
Filed and Recorded Oct-19-2011 07:35am
2011-0280173
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

Document drafted and prepared by:
Rhea Kilgore
When Recorded Return to:

Wells Fargo Home Mortgage
PO Box 1629, x9999-018
Minneapolis, MN 55440-9790

MIN: 100261030300542569
MERS Phone 1-888-679-6377

PLEASE CROSS REFERENCE TO
Deed Book 42244 Page 433
and 49414 381

(Space above this line for county recorder use only)

CORRECTIVE ASSIGNMENT OF A CORRECTIVE ASSIGNMENT OF SECURITY DEED

To Amend, Correct, and Replace Corrective Assignment of Security Deed Dated July 7, 2010, Recorded on October 1, 2010 as Document Number 2010-0356139, Book 49414, Page 381. Amending, Correcting and Replacing assignee name between Mortgage Electronic Registration Systems, Inc., assignor, to US Bank, N.A. N RASC 2006-EMX4.

For value received, Mortgage Electronic Registration Systems, Inc., (MERS) as nominee for Mortgage Lenders Network USA, Inc., its successors and assigns, herein "Assignor", whose address is PO Box 2026, Flint, MI 48501-2026, the undersigned hereby grants, assigns, and transfers to:

U.S. Bank, National Association, as Trustee for RASC 2006-EMX4
4801 Frederica Street, Owensboro, KY 42301

herein "Assignee" its successors and/or assigns, all its right, title, and all beneficial interest under that certain Security Deed, herein "Security Instrument" executed by Sharon Jenkins Marion L Jenkins, dated February 28, 2006, in the amount of $300,000.00 and given to Mortgage Electronic Registration Systems, Inc., (MERS) as nominee for Mortgage Lenders Network USA, Inc. and recorded on March 29, 2006 as Document or Instrument Number 2006-0095865 and/or in Book 42244, Page 433, of Official Records in the County Recorder's office of Fulton County, Georgia, describing land therein as:

Property Address: 405 Grant Park Place, Atlanta, Georgia 30315
Parcel ID #: 14-0043-0006-013-7
Legal Description: See Attached

Signed this 9-1-2011

Witness: Julie Ann Prieto

Witness:

Mortgage Electronic Registration Systems, Inc.

Ricky L. Thompson
Assistant Secretary

Attested by: Kathleen Everson
Assistant Secretary

GEORGIA ALL PURPOSE NOTARY ACKNOWLEDGEMENT

STATE OF MINNESOTA }
COUNTY OF DAKOTA }

On this 9-1-2011 before me, Angela Marie Williams, personally appeared: Ricky L. Thompson, Assistant Secretary, Mortgage Electronic Registration Systems, Inc., and Kathleen Everson, Assistant Secretary, Mortgage Electronic Registration Systems, Inc., ☐ 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 signatures 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.

Notary: Angela Marie Williams
My Commission Expires: 1-31-2012

ANGELA MARIE WILLIAMS
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2012

Deed Book 50497 Pg 241
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

Legal Description

LAND LOT 43, 14TH DISTRICT, CITY OF ATLANTA, FULTON COUNTY, GEORGIA

EXHIBIT "E"

ALLONGE TO NOTE

Dated MARCH 30, 2006

BY

MORTGAGE LENDERS NETWORK

TO

RESIDENTIAL FUNDIGN CORP

ALLONGE TO NOTE

Date of Allonge: 3/30/2006

Loan #:

Note Date: 2/28/2006

Loan Amount: $300,000.00

Property Address: 405 GRANT PARK PLACE
ATLANTA, GA 30315

In favor of: Mortgage Lenders Network, USA, Inc.

And Executed by: SHARON JENKINS
MARION JENKINS

Pay to the order of
Without recourse: RESIDENTIAL FUNDING CORPORATION

By: _____

Name: Michele Morales
Manager of Sales and
Acquisitions
Emax Financial Group, LLC

PAY TO THE ORDER OF
U.S Bank National Association as Trustee
WITHOUT RECOURSE
Residential Funding Corporation
By _____
Judy Faber, Vice President

EXHIBIT "F"

STATEMENT FROM

ACS

ASC
AMERICA'S SERVICING COMPANY
PO Box 14547
Des Moines, IA 50306-4547

For informational purposes

Escrow account disclosure statement and notice of new mortgage payment

SHARON JENKINS
MARION L JENKINS
P.O. BOX 150057
ATLANTA GA 30315

Loan number:	[redacted]
Next payment due date	September 01, 2007
New payment effective date	December 01, 2011
New payment amount:	$2,436.86
Principal balance:	$295,741.24
Interest rate:	6.950%
Statement date:	November 04, 2011
Account review period:	**Jan 2011 - Nov 2011**
Customer service:	1-800-842-7654
Customer service hours:	Mon - Fri 8 a.m. - 6 p.m. CT

We accept telecommunications relay service calls.

Property address:
405 GRANT PARK PLACE
ATLANTA GA 30315-1429

Dear SHARON JENKINS and MARION L JENKINS:

Each year, we review your escrow account to make sure the escrow portion of your monthly mortgage payment covers your property taxes and/or insurance premiums. Increases or decreases in your annual taxes and/or insurance premiums may cause your monthly mortgage payment amount to change. Here are the details of your most recent escrow account review.

Note: This notice is for informational purposes only and is being provided as a courtesy should you voluntarily decide to make any escrow shortage payment, if applicable. This notice should not be construed as an attempt to collect a debt or a demand for payment contrary to any protection you may have received pursuant to your bankruptcy case.

New monthly escrow and mortgage payment amount

New payment effective date: December 01, 2011[1]

	Current monthly payment ($)	New monthly payment ($)
Principal and/or interest	1,985.85	1,988.30
Escrow payment	324.05	448.56
Escrow shortage/prepayment[2]	63.75	0.00
Total payment amount	**2,373.65**	**2,436.86**

1. If you use one of our automatic payment options, we will adjust your electronic withdrawal(s) to ensure your December 01, 2011 payment is made in full.

2. If your current monthly payment includes an amount to cover a previous escrow shortage, this amount will be added. If your current monthly payment includes an adjustment for extra funds you deposited to your escrow account, this amount will be deducted.

Your account is in balance. Our calculation has resulted in no projected shortage or overage in your escrow account.

Please refer to the enclosed insert that provides answers to frequently asked questions about escrow accounts

*** This section intentionally left blank ***

For informational purposes Loan number: [redacted]

The following information covers your projected escrow account activity from Dec 2011 to Nov 2012

Projected escrow account disbursements
Annualized items to be paid from your escrow account ($):

HAZARD INS	2,357.00
CITY TAX	1,719.32
TAXES	442.19
COUNTY TAX	864.08
Total disbursements	5,382.59
Monthly escrow payment	**448.56**[1]

1. Your monthly escrow payment is calculated by dividing the total disbursements by 12.

Projected escrow account activity for the next 12 months

	Anticipated payments ($)			Escrow balance ($)	
Date	To escrow	From escrow	Description	Projected	Required
Dec 2011			Starting balance	6,865.06-	1,827.15
Dec 2011	448.56	0.00		6,416.50-	2,275.71
Jan 2012	448.56	0.00		5,967.94-	2,724.27
Feb 2012	448.56	0.00		5,519.38-	3,172.83
Mar 2012	448.56	2,357.00	TRAVELERS AETNA	7,427.82-	1,264.39
Apr 2012	448.56	0.00		6,979.26-	1,712.95
May 2012	448.56	0.00		6,530.70-	2,161.51
Jun 2012	448.56	0.00		6,082.14-	2,610.07
Jul 2012	448.56	1,719.32	ATLANTA CITY/FULTON CO	7,352.90-	1,339.31
Jul 2012	0.00	442.19	ATLANTA CITY SANITATION	7,795.09-[2]	897.12[3]
Aug 2012	448.56	0.00		7,346.53-	1,345.68
Sep 2012	448.56	864.08	FULTON COUNTY	7,762.05-	930.16
Oct 2012	448.56	0.00		7,313.49-	1,378.72
Nov 2012	448.56	0.00		6,864.93-	1,827.28
Total	**5,382.72**	**5,382.59**			

The projected escrow account activity is based on the most recent tax and/or insurance information available as well as the assumption that your payments will be received as agreed.

2. Projected low point. The point during the 12-month period at which the projected escrow balance will reach its lowest point.

3. Required escrow balance. To cover unanticipated disbursements, including increases to tax or insurance payments, there is a 2-month minimum escrow balance allowable by state law and/or your mortgage contract. This amount does not include mortgage insurance.

- ***Your 2-month minimum escrow balance is $897.12***
- ***State law requires that this minimum escrow balance not exceed $897.12***
- ***Note: If you have an adjustable rate mortgage (ARM), you will receive a notice about your new mortgage payment when your ARM rate is scheduled to change.***

Information about your escrow account	
Your lowest projected escrow account balance (low point) ($)	7,795.09-
Plus escrow adjustment[4] ($)	8,692.21
Less your required minimum escrow account balance ($)	897.12
This means your escrow account is in balance	**0.00**

4. An Escrow Adjustment of $8,692.21, scheduled to be repaid through the bankruptcy, is included in this calculation.

For informational purposes **Loan number:** [redacted]

The following information covers your escrow account history activity from Jan 2011 to Nov 2011

	Payments to escrow ($)		Payments from escrow ($)			Escrow balance ($)	
Date	Projected	Actual	Projected	Actual	Description	Projected	Actual
Jan 2011					Starting balance	2,709.61	21,068.93-
Jan 2011	507.46	509.91[1]	0.00	0.00		3,217.07	20,559.02-
Feb 2011	507.46	0.00[1]	0.00	2,357.00[1]	TRAVELERS AETNA	3,724.53	22,916.02-
Mar 2011	507.46	0.00[1]	2,114.00	0.00[1]	TRAVELERS AETNA	2,117.99	22,916.02-
Apr 2011	507.46	0.00[1]	0.00	0.00		2,625.45	22,916.02-
May 2011	507.46	0.00[1]	0.00	0.00		3,132.91	22,916.02-
Jun 2011	507.46	0.00[1]	0.00	0.00		3,640.37	22,916.02-
Jul 2011	507.46	0.00[1]	2,690.72	0.00[1]	ATLANTA CITY/FULTON CO	1,457.11	22,916.02-
Jul 2011	0.00	0.00	442.19	442.19	ATLANTA CITY SANITATIO	1,014.92	23,358.21-
Aug 2011	507.46	0.00[1]	0.00	0.00		1,522.38	23,358.21-
Sep 2011	507.46	0.00[1]	842.48	864.08[1]	FULTON COUNTY	1,187.36	24,222.29-
Sep 2011	0.00	0.00	0.00	1,719.32[1]	ATLANTA CITY/FULTON CO	1,187.36	25,941.61-
Oct 2011	507.46	0.00[1]	0.00	0.00		1,694.82	25,941.61-
Nov 2011 est.	*507.46*	*19,777.80*[1]	0.00	0.00		*2,202.28*	*6,163.81-*
Totals	**5,582.06**	**20,287.71**	**6,089.39**	**5,382.59**			

1. Indicates where a difference exists between the projected and actual account activity.

Wells Fargo Home Mortgage, doing business as America's Servicing Company, is a division of Wells Fargo Bank, N.A.
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Your escrow statement has a new look

We did the research before the redesign! We talked to customers to understand your preferences and how you use your escrow statement.

Your new statement has all the details of the old one, but has been enhanced to provide you with more clearly defined information to make it easier for you to manage your account.

Please refer to the enclosed insert that provides answers to frequently asked questions about escrow accounts.

EXHIBIT "G"

QWR TO AMERICA'S SERVICING COMPANY DATED MARCH 22, 2012

Mr. MARION L. JENKINS AND SHARON JENKINS
For MARION L. JENKINS AND SHARON JENKINS
405 Grant Park Place SE
Atlanta, GA 30315

March 22, 2012

To: AMERICA'S SERVICING COMPANY
3476 STATEVIEW BLVD
MAC# X7801-013
FORT MILL, SOUTH CAROLINA 29715

Via: Certified Mail # 7011 2000 0000 6783 7457

SECOND QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT AND VALIDATION OF DEBT LETTER, TILA REQUEST

This letter is my SECOND "qualified written request" in compliance with and under the Real Estate Settlement Procedures Act, 12 U.S.C. Section 2605(e).

Reference: Account # 1115024823/106 (hereinafter the subject loan and is the reference for all questions and requests described below).

Dear Sir or Madam:

I am writing to you to complain about the accounting and servicing of this mortgage and my need for understanding and clarification of various sale, transfer, funding source, legal and beneficial ownership, charges, credits, debits, transactions, reversals, actions, payments, analyses and records related to the servicing of this account from its origination to the present date.

To date, the documents and information we have, that you have sent me, and the conversations with your service representatives, and Wells Fargo have been unproductive and have not answered my questions. I am returning these document back to you without dishonor and hereby make another request for the ORIGINAL NOTE, ASSIGNMENTS, SECURITY DEED AND YOUR AUTHORITY!!!!!!!!!!!!!!

Needless to say, I am very concerned. With all the news lately regarding the stories of predatory lending, you have left me feeling that there is something you are trying to hide. I worry that potential fraudulent and deceptive practices by unscrupulous mortgage brokers; sales and transfers of mortgage servicing rights; deceptive and fraudulent servicing practices to enhance balance sheets; deceptive, abusive and fraudulent accounting tricks and practices may have also negatively affected any credit rating, mortgage account and/or the debt or payments that I am currently, or may be legally obligated to.

EXHIBIT "H"

LETTER TO SHAPIRO & SWERTFEGER

DATED MARCH 20, 2012

Shapiro & Swertfeger, LLP
PO Box 9021
Temecula, CA 92589-9021

7196 9006 9295 8248 5888

PRESORT
First-Class Mail
U.S. Postage and
Fees Paid
WSO

20120228-76

Marion L. Jenkins
PO BOX 150057
ATLANTA, GA 30315-0180

7011 2000 0000 6783 7525

7011 2000 0000 6783 7464

7011 2000 0000 6783 7419

7011 2000 0000 6783 7426

7011 2000 0000 6783 7433 RESPA

7011 2000 0000 6783 7440

7011 2000 0000 6783 7532

DMD

SHAPIRO & SWERTFEGER, LLP
ATTORNEYS AND COUNSELORS AT LAW
DUKE BUILDING – SUITE 100
2872 WOODCOCK BOULEVARD
ATLANTA, GEORGIA 30341
770-220-2535
FAX: 847-954-4813

PHILIP A. HASTY
DENISE RAINWATER GRIFFIN
SEAN R. QUIRK
JAMES J. LAROTONDA, JR.
WILLIAM C. COBB
JULIE D. MEHELIC
CHRISTINA U. LEE
DAVID S. SWAN*
NANCY R. BOWMAN
HEATHER M. MALICK
PHILIP C. BARNES
DELAYCEE S. ROWLAND
JENNIFER KON
MARK THOMAS
MOLLY B. SUTTER
*GA AND FL

L. JACK SWERTFEGER, JR.
GERALD M. SHAPIRO*
DAVID S. KREISMAN**
*FL AND IL ONLY
*IL ONLY

7196 9006 9295 8248 5871

February 28, 2012

THIS LAW FIRM IS A DEBT COLLECTOR. THIS LETTER IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

RE: Loan No.: 1115024823/106
Our File No.: 07-4320
Payoff: 432,809.44
Property Address: 405 Grant Park Place SE, Atlanta, GA 30315

This law firm represents America's Servicing Company as Servicer for US Bank National Association as Trustee for RASC 2006-EMX4, with respect to the above referenced loan. The purpose of this correspondence is to inform you that our client has accelerated and does hereby accelerate the balance of your loan, making the total payoff amount as of February 28, 2012 $432,809.44.

A foreclosure sale of the above referenced property is scheduled for April 3, 2012. A copy of the Notice of Sale Under Power submitted for publication is enclosed herewith as required by O.C.G.A. Sec. 44-14-162.1 through 44-14-162.4.

If you have received a discharge in a Chapter 7 bankruptcy releasing you from personal liability on this loan, we are only seeking to recover the secured property and this notice is required for that purpose.



WCAY 5/1/12

STATE OF GEORGIA
COUNTY OF FULTON

NOTICE OF SALE UNDER POWER

Because of a default in the payment of the indebtedness secured by a Security Deed executed by Sharon Jenkins and Marion L. Jenkins to Mortgage Electronic Registration Systems, Inc. dated February 28, 2006, and recorded in Deed Book 42244, Page 433, Fulton County Records, said Security Deed having been last sold, assigned, transferred and conveyed to US Bank National Association as Trustee for RASC 2006-EMX4, by Assignment , securing a Note in the original principal amount of $300,000.00, the holder thereof pursuant to said Deed and Note thereby secured has declared the entire amount of said indebtedness due and payable and, pursuant to the power of sale contained in said Deed, will on the first Tuesday, April 3, 2012, during the legal hours of sale, before the Courthouse door in said County, sell at public outcry to the highest bidder for cash, the property described in said Deed, to-wit:

All that tract or parcel of land lying and being in Land Lot 43 of the 14th District, City of Atlanta, Fulton County, Georgia, being more particularly described as follows:

Beginning at a point on the Southerly right of way of Grant Park Place (50 foot r/w) said point being 220.00 feet West of the intersection of the Southerly right of way of Grant Park Place and the Westerly right of way of South Avenue and from said point of beginning running thence South 1 degree 00 minutes East 172.76 feet to a point; running thence South 89 degrees 47 minutes 15 seconds West 49.6 feet to a point; running thence North 1 degree 00 minutes West 174.46 feet to point on the Southerly right of way of Grant Park Place; running thence South 88 degrees 16 minutes 07 seconds East 49.8 feet along the Southerly right of way of Grant Park Place to a point which is said point of beginning; said property being more particularly described according to plat of survey prepared by Milton Robert Lemon, GRLS.

Said property is known as **405 Grant Park Place SE, Atlanta, GA 30315**, together with all fixtures and personal property attached to and constituting a part of said property, if any.

Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed.



Mr. Marion L. Jenkins & Sharon Jenkins
P.O. Box 150057
Atlanta, GA 30315

March 20, 2012

PRIVATE
COMMUNICATION

To: Gerald M. Shapiro
SHAPIRO & SWERTFEGER, LLP
2872 Woodcock Boulevard
Atlanta, Georgia 30341

Mr. Jan Estep, President
425 Walnut Street
Cincinnati, OH 45202-3923

Mike Heid, President
WELLS FARGO HOME MORTGAGE
420 Montgomery Street
San Francisco, CA 94104

Ref: Shapiro & Swertfeger, LLP's written communication hereinafter "Presentment" Dated February 28, 2012, referencing File No: 07-4320 and Loan No: 1115024823/106

Subj: NOTICE OF INTENT TO FILE UCC LIENS, REQUEST FOR VERIFICATION, PROOF OF CLAIM & NOTICE TO FILE LAW SUIT AGAINST ALL ABOVE AND THERE PROPERTY

Dear Gerald Shapiro;

We are in receipt of your communication dated February 28, 2012, referencing an alleged illegal foreclosure sale. This is our timely notice to you and your agents listed above that the above alleged account was disputed and the matter settled in full privately. In accordance with state and federal law, this is your NOTICE TO CEASE AND DESIST any further contact with me in any form, unless it is in writing, signed by a living soul, within ten days from the time of the date shown above, and you have delivered to me original, verified documents ***(NOTE / SECURITY DEED, ASSIGNMENTS, Complete Accounting Pursuant to UCC 9, and Evidence of The Loan)*** as specified below proving your claims that:

1) the Secured Party has granted you permission (Who Are You) to trespass on a private matter;

2) the matter was something other than settled in full in a private administrative process;

2) the bookkeeping entry shows a loan was made to MARION L. JENKINS AND SHARON JENKINS© from the Lender's (Mortgage Lender Network) assets thereby proving the Lender took a risk in the alleged Loan transaction;

4) the Lender is in possession of original signatures for all transactions including, but not limited to, the original loan agreement and transaction slips;

5) all statements by RESPONDENT and/or its agents are based on personal knowledge as to the status of the alleged Loan;

6) the Lender and/or the RESPONDENT has a registered claim against MARION L. JENKINS AND SHARON JENKINS©

7) the Lender and Respondent's have strictly adhered to, are and were completely correct and accurate and in compliance with, the principles expressed in the Fair Debt Collections Practices Act, hereinafter referred to as "FDCPA", in all reporting and all information they provided to Credit Reporting Agencies regarding MARION L. JENKINS AND SHARON JENKINS©

8) every contact, whether written or telephonic, to MARION L. JENKINS AND SHARON JENKINS© by RESPONDENT or its Agents, is in compliance with the principles of the FDCPA;

9) an attempt to collect upon a purported debt without providing proof of claim when demanded by the Secured Party is in compliance with the State Statutes and constitutes a valid 'claim';

10) RESPONDENT's refusal to return the Original Note that was tendered on date constitutes something other than other an exchange for closure and settlement in full of the account.

Failure to provide the above, verified documentation **within 10 days constitutes** your agreement that no such evidence exists and your agreement to cease and desist from any further collection activity on said account.

Should you fail to verify each claim on a point by point basis, your silence or failure will constitute your voluntary agreement to send, by certified mail, a cashier's check within thirty (30) days of the date of billing by MARION L. JENKINS AND SHARON JENKINS© in the following amounts:

1) One Thousand Dollars ($1,000.00) for each communication made to MARION L. JENKINS AND SHARON JENKINS© whether telephonically or in writing, which is not in affidavit form, regarding your unsubstantiated claim;

2) Three times the value of any property, the enjoyment and use of which by MARION L. JENKINS AND SHARON JENKINS© or the Secured Party is impaired as a result of RESPONDENT's actions without having first provided documentation verifying your claim;

3) Five Thousand Dollars ($5,000.00) for each transaction initiated by MARION L. JENKINS AND SHARON JENKINS where MARION L. JENKINS AND SHARON JENKINS©'s commercial ability is impeded due to you or your agents' adverse credit reporting;

4) RESPONDENT owes MARION L. JENKINS AND SHARON JENKINS © the amount of DOLLAR AMOUNT ($15167.66) of your unsubstantiated claim and triple damages;

5) One Thousand Dollars ($1,000.00) for each court appearance MARION L. JENKINS AND SHARON JENKINS or the Secured Parties make in response to Respondent's unsubstantiated claims; and
RESPONDENT also voluntarily agrees to:

6) authorize the Secured Party and MARION L. JENKINS AND SHARON JENKINS © to record a UCC-1 both on RESPONDENT and insert name individually as debtors to secure the debt owed MARION L. JENKINS AND SHARON JENKINS © and MARION L. JENKINS AND SHARON JENKINS©; and

7) prove his claim as a RESPONDENT in possession of MARION L. JENKINS AND SHARON JENKINS©'s property in an involuntary bankruptcy proceeding process.

The matter is finally and totally settled.

This is a private communication to you in your individual capacity and is intended to effect an out-of-court settlement of this matter. Conduct yourself accordingly.

Sincerely, with all rights reserved,

By:

By:

MARION L. JENKINS AND SHARON JENKINSTM®©, Secured Party

EXHIBIT "I"

AMERICA'S SERVICING COMPANY

PROOF OF CLAIMS FILED NOVEMBER 30, 2011 UNDER CASE NO. 11-81759

B10 (Official Form 10) (04/10)

UNITED STATES BANKRUPTCY COURT ATLANTA NORTHERN DISTRICT OF GEORGIA	PROOF OF CLAIM
Name of Debtor: MARION LEE JENKINS and SHARON B. JENKINS	Case Number: 11-81759-PWB

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. §503.

Name of Creditor (The person or other entity to whom the debtor owes money or property):
U.S. Bank, National Association, as Trustee for RASC 2006-EMX4

☐ Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent:
MAC # X7801-014
America's Servicing Company
3476 Stateview Blvd
Fort Mill, South Carolina 29715

☐ **Court Claim Number:** _____ (If known)

Filed On: ___

Name and address where payments should be sent (if different than above):
America's Servicing Company
One Home Campus Drive
Bankruptcy Payment Processing
MAC# X2302-04C
Des Moines, Iowa 50328
Telephone Number:

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check this box if you are the debtor or trustee in the case

1. Amount of Claim as of Date Case Filed: $421,068.85

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

☒ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. Basis for Claim: Security Deed/Note
(see instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: 4823/100 Atty File #: 07-4320

3a. Debtor may have scheduled account as: _____
(see instruction #3a on reverse side.)

4. Secured Claim (see instruction #4 on reverse side.)
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right to setoff: ☒ Real Estate ☐ Motor Vehicle ☐ Other
Describe:

Value of Property: $_____ **Annual Interest Rate** 6.95 %

Amount of arrearage and other charges as of time case filed included in secured claim,

If any: $143,669.45 **Basis for perfection:** Security Deed

Amount of Secured Claim: $ 421,068.85 **Amount Unsecured:** $_____

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements.
You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. *(See definition of "redacted" on reverse side.)*

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain.:

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

☐ Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

☐ Wages, salaries, or commissions (up to $11,725 *) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507(a)(4).

☐ Contributions to an employee benefit plan - 11 U.S.C. §507(a)(5).

☐ Up to $2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).

☐ Taxes or penalties owed to governmental units - 11 U.S.C. §507(a)(8).

☐ Other - Specify applicable paragraph of 11 U.S.C. §507(a)( ).

Amount entitled to priority:

$_____

**Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

Date: November 28, 2011	**Signature:** The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. By: Julie Mehelic, Bar #550325 ***/s/Julie Mehelic*** Shapiro & Swertfeger, LLP, 2872 Woodcock Boulevard, Suite 100, Atlanta, GA 30341 (770) 220-2535 FAX: (770) 220-2922	FOR COURT USE ONLY

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
EXHIBIT 'A'

In Re:	MARION LEE JENKINS and SHARON B. JENKINS		
Principal Balance:	$295,741.24	BK Case #:	11-81759-PWB
Pre-Petition Payments Due From:	September 1, 2007	Date on POC:	November 28, 2011
Client:	America's Servicing Company		

8	payments @	$2,373.65	=	$18,989.20
6	payments @	$2,504.85	=	$15,029.10
6	payments @	$2,554.08	=	$15,324.48
31	payments @	$2,376.10	=	$73,659.10
	late charges @	$0.00	=	$0.00
	Unapplied/Suspense		=	$1,050.77
	Accrued Late Charges		=	$2,132.27
	Appraisal Fees		=	$0.00
	NSF Check Charges		=	$0.00
	Property Inspection		=	$45.00
	Property Preservation		=	$332.50

Other: BROKERS PRICE OPINION @ $375.00
Other: PRIOR BANKRUPTCY ATTORNEY'S FEES/COSTS @ $950.00
Other: PRIOR TITLE SEARCH @ $125.00
Other: ESCROW SHORTAGE @ $8,692.21

TOTAL	=	$134,603.09
Bankruptcy Fees	=	$300.00**
Bankruptcy Costs	=	$0.00
Prior Foreclosure Fees	=	$5,400.00*
Prior Foreclosure Costs	=	$3,366.36*
TOTAL PRE-PETITION ARREARAGES AND ATTORNEY FEES AND COSTS DUE FOR PROOF OF CLAIM	=	$143,669.45

****POST PETITION BANKRUPTCY FEE**
***PRIOR FORECLOSURE ATTORNEY'S FEES/COSTS ITEMIZATION ON NEXT PAGE**

Creditor:
America's Servicing Company
3476 Stateview Blvd.
MAC# X7801-013
Fort Mill, South Carolina 29715

Attorney:
Julie Mehelic, Bar #550325
Shapiro & Swertfeger, LLP
2872 Woodcock Boulevard, Suite 100, Atlanta, GA 30341
(770) 220-2535 FAX: (770) 220-2922

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
EXHIBIT 'B'

In Re:	**MARION LEE JENKINS and SHARON B. JENKINS**		
Principal Balance:	**$295,741.24**	**BK Case #:**	**11-81759-PWB**
Pre-Petition Payments Due From:	**September 1, 2007**	**Date on POC:**	**November 28, 2011**
Client:	**America's Servicing Company**		

	***PRIOR FORECLOSURE ATTORNEY'S FEES/COSTS:**
9/06/07	**PRIOR FORECLOSURE ATTORNEY'S FEES TOTAL @ $600.00 ($600.00 repaid by borrower)** **PRIOR FORECLOSURE ATTORNEY'S COSTS TOTAL @ $642.42 ($388.34 repaid by borrower)** **Publication-Notice Of Sale @ $280.00** **Court Required Mailing Costs @ $10.42** **Tax Search/Delinquent Tax Report @ $43.00** **Recording Fees @ $39.00** **Court Required Cost to Obtain Documents @ $20.00** **Title Search @ $250.00**
7/02/08	**PRIOR FORECLOSURE ATTORNEY'S FEES TOTAL @ $360.00** **PRIOR FORECLOSURE ATTORNEY'S COSTS TOTAL @ $95.64** **Court Required Cost to Obtain Documents @ $26.00** **Court Required Mailing Costs @ $10.64** **Tax Search/Delinquent Tax Report @ $9.00** **Title Search @ $50.00**
11/26/08	**PRIOR FORECLOSURE ATTORNEY'S FEES TOTAL @ $540.00** **PRIOR FORECLOSURE ATTORNEY'S COSTS TOTAL @ $525.64** **Court Required Cost to Obtain Documents @ $26.00** **Court Required Mailing Costs @ $10.64** **Publication-Notice Of Sale @ $430.00** **Tax Search/Delinquent Tax Report @ $9.00** **Title Search @ $50.00**

3/16/09	PRIOR FORECLOSURE ATTORNEY'S FEES TOTAL @ $540.00 PRIOR FORECLOSURE ATTORNEY'S COSTS TOTAL @ $234.64 Court Required Mailing Costs @ $10.64 Publication-Notice Of Sale @ $140.00 Tax Search/Delinquent Tax Report @ $34.00 Title Search @ $50.00
5/04/09	PRIOR FORECLOSURE ATTORNEY'S FEES TOTAL @ $540.00 PRIOR FORECLOSURE ATTORNEY'S COSTS TOTAL @ $294.32 Court Required Mailing Costs @ $5.32 Publication-Notice Of Sale @ $280.00 Tax Search/Delinquent Tax Report @ $9.00
9/28/09	PRIOR FORECLOSURE ATTORNEY'S FEES TOTAL @ $360.00 PRIOR FORECLOSURE ATTORNEY'S COSTS TOTAL @ $70.08 Court Required Mailing Costs @ $11.08 Tax Search/Delinquent Tax Report @ $9.00 Title Search @ $50.00
4/23/10	PRIOR FORECLOSURE ATTORNEY'S FEES TOTAL @ $360.00 PRIOR FORECLOSURE ATTORNEY'S COSTS TOTAL @ $59.00 Tax Search/Delinquent Tax Report @ $9.00 Title Search @ $50.00
8/26/10	PRIOR FORECLOSURE ATTORNEY'S FEES TOTAL @ $540.00 PRIOR FORECLOSURE ATTORNEY'S COSTS TOTAL @ $347.08 Court Required Mailing Costs @ $11.08 Publication-Notice Of Sale @ $252.00 Tax Search/Delinquent Tax Report @ $9.00 Title Search @ $75.00
9/25/10	PRIOR FORECLOSURE ATTORNEY'S FEES TOTAL @ $540.00 PRIOR FORECLOSURE ATTORNEY'S COSTS TOTAL @ $338.08 Court Required Mailing Costs @ $11.08 Publication-Notice Of Sale @ $252.00

Title Search @ $75.00

12/15/10 PRIOR FORECLOSURE ATTORNEY'S FEES TOTAL @ $540.00
PRIOR FORECLOSURE ATTORNEY'S COSTS TOTAL @ $375.08

Court Required Mailing Costs @ $11.08

Publication-Notice Of Sale @ $280.00

Tax Search/Delinquent Tax Report @ $9.00

Title Search @ $75.00

9/06/11 PRIOR FORECLOSURE ATTORNEY'S FEES TOTAL @ $540.00
PRIOR FORECLOSURE ATTORNEY'S COSTS TOTAL @ $386.36

Court Required Mailing Costs @ $22.36

Publication-Notice Of Sale @ $280.00

Tax Search/Delinquent Tax Report @ $9.00

Title Search @ $75.00

11/4/11 PRIOR FORECLOSURE ATTORNEY'S FEES TOTAL @ $540.00
PRIOR FORECLOSURE ATTORNEY'S COSTS TOTAL @ $386.36

Court Required Mailing Costs @ $22.36

Publication-Notice Of Sale @ $280.00

Tax Search/Delinquent Tax Report @ $9.00

Title Search @ $75.00

Creditor:
America's Servicing Company
3476 Stateview Blvd.
MAC# X7801-013
Fort Mill, South Carolina 29715

Attorney:
Julie Mehelic, Bar #550325
Shapiro & Swertfeger, LLP
2872 Woodcock Boulevard, Suite 100, Atlanta, GA 30341
(770) 220-2535 FAX: (770) 220-2922

DEFINITIONS

Debtor
A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor
A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101 (10).

Claim
A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Proof of Claim
A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. § 506 (a)
A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien.

A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim
An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507 (a)
Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted
A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

Evidence of Perfection
Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION

Acknowledgment of Filing of Claim
To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim
Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

B 10 (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT Southern District of New York		PROOF OF CLAIM
Name of Debtor: RESIDENTIAL FUNDING COMPANY LLC	Case Number: 12-12010-MG	
NOTE: *Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.*		
Name of Creditor (the person or other entity to whom the debtor owes money or property): MARION L. JENKINS AND SHARON B. JENKINS		COURT USE ONLY
Name and address where notices should be sent: LARREN M. NASHELSKY 1290 AVENUE OF THE AMERICAS NEW YORK, NY 10104 Telephone number: (212) 468-8000 email: lnashelsky@mofo.com		☐ Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (*If known*) Filed on: _____
Name and address where payment should be sent (if different from above): 405 GRANT PARK PLACE ATLANTA, GA 30315 Telephone number: email:		☐ Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

1. Amount of Claim as of Date Case Filed: $ 2,000,000.00

If all or part of the claim is secured, complete item 4.

If all or part of the claim is entitled to priority, complete item 5.

☐ Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.

2. Basis for Claim: FRAUD / NO VAILD ASSIGNMENT
(See instruction #2)

3. Last four digits of any number by which creditor identifies debtor:	3a. Debtor may have scheduled account as:	3b. Uniform Claim Identifier (optional):
1 3 3 6	_____ (See instruction #3a)	_____ (See instruction #3b)

4. Secured Claim (See instruction #4)
Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff: ☑ Real Estate ☐ Motor Vehicle ☐ Other
Describe: 405 GRANT PARK PLACE ATLANTA GEORGIA

Value of Property: $ 200,000.00

Annual Interest Rate 0.000% ☐ Fixed or ☐ Variable
(when case was filed)

Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any:
$ 0.00

Basis for perfection: _____

Amount of Secured Claim: $ 2,000,000.00

Amount Unsecured: $ _____

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.

☐ Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).

☐ Wages, salaries, or commissions (up to $11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).

☐ Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).

Amount entitled to priority:

☐ Up to $2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).

☐ Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).

☐ Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(__).

$ _____

**Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)

7. Documents: Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. *(See instruction #7, and the definition of "**redacted**".)*

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

☑ I am the creditor. ☐ I am the creditor's authorized agent. (Attach copy of power of attorney, if any.) ☐ I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: MARION L. JENKINS & SHARON JENKINS
Title:
Company:
Address and telephone number (if different from notice address above):
~~405 GRAND PARK PL~~ PO BOX 150057
ATLANTA, GA 30315
Telephone number: 404-397-2228 email:

Sharon Jenkins 10/18/12
(Signature) (Date)

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:
Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:
Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:
State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:
State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:
State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:
Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:
If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:
Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).
If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:
An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:
Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:
The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

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NOV - 9 2012
U.S. BANKRUPTCY COURT
SO DIST OF NEW YORK

B104 (FORM 104) (08/07)

ADVERSARY PROCEEDING COVER SHEET
(Instructions on Reverse)

ADVERSARY PROCEEDING NUMBER
(Court Use Only)

PLAINTIFFS	**DEFENDANTS**
MARION L. JENKINS SHARON B. JENKINS 405 GRANT PARK PL ATLANTA, GA 30315	RESIDENTIAL FUNDING COMPANY LLC 8400 NORMANDALE LAKE BLVD S-350 MINNEAPOLIS, MN 55437
ATTORNEYS (Firm Name, Address, and Telephone No.)	**ATTORNEYS** (If Known) LARREN M. NASBELSKY MORRISON & FOERSTER LLP 1290 AVENUE OF THE AMERICAS NEW YORK, NY 10104
PARTY (Check One Box Only) □ Debtor □ U.S. Trustee/Bankruptcy Admin □ Creditor □ Other □ Trustee	**PARTY** (Check One Box Only) □ Debtor □ U.S. Trustee/Bankruptcy Admin □ Creditor □ Other □ Trustee

CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED)

ACTION TO DECLARE LIEN AND ENCUMBRANCE INVALID; Secs. 506(a); 1322(b)(2); AND AMERICA'S SERVICING COMPANY , MORTGAGE ELECTRONIC REGISTRATION SYSTEM AND US BANK NATIONAL ASSOCIATION AS TRUSTEE FOR RASC 2006-EMX4 HAD NO INTEREST IN THE PROPETY AT THE TIME IT INITIATED ITS FORECLOSURE PROEEDINGS; NO VAILD ASSIGNMENT.

NATURE OF SUIT

(Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)

FRBP 7001(1) – Recovery of Money/Property
- ☐ 11-Recovery of money/property - §542 turnover of property
- ☐ 12-Recovery of money/property - §547 preference
- ☐ 13-Recovery of money/property - §548 fraudulent transfer
- ☐ 14-Recovery of money/property - other

FRBP 7001(2) – Validity, Priority or Extent of Lien
- ☐ 21-Validity, priority or extent of lien or other interest in property

FRBP 7001(3) – Approval of Sale of Property
- ☐ 31-Approval of sale of property of estate and of a co-owner - §363(h)

FRBP 7001(4) – Objection/Revocation of Discharge
- ☐ 41-Objection / revocation of discharge - §727(c),(d),(e)

FRBP 7001(5) – Revocation of Confirmation
- ☐ 51-Revocation of confirmation

FRBP 7001(6) – Dischargeability
- ☐ 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims
- ☐ 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud
- ☐ 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny

(continued next column)

FRBP 7001(6) – Dischargeability (continued)
- ☐ 61-Dischargeability - §523(a)(5), domestic support
- ☐ 68-Dischargeability - §523(a)(6), willful and malicious injury
- ☐ 63-Dischargeability - §523(a)(8), student loan
- ☐ 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support)
- ☐ 65-Dischargeability - other

FRBP 7001(7) – Injunctive Relief
- ☐ 71-Injunctive relief – imposition of stay
- ☐ 72-Injunctive relief – other

FRBP 7001(8) Subordination of Claim or Interest
- ☐ 81-Subordination of claim or interest

FRBP 7001(9) Declaratory Judgment
- ☐ 91-Declaratory judgment

FRBP 7001(10) Determination of Removed Action
- ☐ 01-Determination of removed claim or cause

Other
- ☐ SS-SIPA Case – 15 U.S.C. §§78aaa *et.seq.*
- ☐ 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)

□ Check if this case involves a substantive issue of state law	□ Check if this is asserted to be a class action under FRCP 23
□ Check if a jury trial is demanded in complaint	Demand $

Other Relief Sought

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR **RESIDENTIAL FUNDING COMPANY LLC**	BANKRUPTCY CASE NO. **12-12019-mg**	
DISTRICT IN WHICH CASE IS PENDING **SOUTHERN DISTRICT OF NEW YORK**	DIVISION OFFICE **MANHATTAN**	NAME OF JUDGE **MARTIN GLENN**
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) Sharon Jenkins Marion Jenkins		
DATE **October 12, 2012**	PRINT NAME OF ATTORNEY (OR PLAINTIFF) **MARION & SHARON JENKINS, PRO SE WITHOUT PREJUDICES UCC-1-207**	

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 104, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 104 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and **Defendants.** Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.