Docket #0010 Date Filed: 1/22/2013

Hearing Date and Time: February 28, 2013 at 2:00 p.m. (Eastern)
Objection Deadline: February 18, 2013 at 4:00 p.m. (Eastern)

MORRISON & FOERSTER LLP
1290 Avenue of the Americas
New York, New York 10104
Telephone: (212) 468-8000
Facsimile: (212) 468-7900
Gary S. Lee
Stefan W. Engelhardt
Norman S. Rosenbaum
James A. Newton

Counsel for the Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	Case No. 12-12020 (MG)
RESIDENTIAL CAPITAL, LLC, et al.,	Chapter 11
Debtors.	Jointly Administered
MARION L. JENKINS and SHARON JENKINS,	
Plaintiffs,	Adv. Proc. 12-01935 (MG)
v.	
RESIDENTIAL FUNDING COMPANY, LLC, et. al.,	
Defendants.	

DEBTORS' MOTION PURSUANT TO FED. R. BANKR. P. 7012 AND FED. R. CIV. P. 12(e) FOR A MORE DEFINITE STATEMENT

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Exhibit 1: Proposed Order

Exhibit 2: Delehey Declaration

Exhibit 3: Georgia Adversary Complaint

Defendant Residential Funding Company, LLC ("**RFC**"), a debtor and debtor in possession in the above-captioned chapter 11 cases (collectively with all affiliated debtors and debtors in possession, the "**Debtors**"), submits this motion (the "**Motion**") seeking entry of an order, substantially in the form attached hereto as Exhibit 1, requiring a more definite statement of the Complaint (the "**Complaint**") filed by Marion L. Jenkins and Sharon Jenkins, Plaintiffs in the above-captioned adversary proceeding (the "**Adversary Proceeding**"). In support hereof, the Debtors submit the Declaration of Lauren Graham Delehey (the "**Delehey Decl.**"), attached hereto as Exhibit 2 and respectfully state as follows:

PRELIMINARY STATEMENT

1. RFC, as master servicer and prior holder of a note secured by a deed of trust on the Jenkins' property, simply does not have the information required to interpret any legal basis for the relief requested in the Jenkins' Complaint. The Complaint contains a number of deficiencies, including its failure to identify what conduct of RFC, as opposed to the other Defendants, harmed the Jenkins, how that conduct entitles the Jenkins to $10,000,000, an injunction, and an accounting, or the legal basis for those remedies. Instead, the Complaint makes general allegations of fraud against the Defendants, collectively, and asserts that some fraud by one or more of the Defendants entitles the Jenkins' to the exorbitant damages and remedies requested. Because of these deficiencies, RFC requires a more definite statement of the Complaint, as described below, before it can begin to formulate a responsive pleading.

BACKGROUND

A. General Bankruptcy Case Background

2. On May 14, 2012 (the "**Petition Date**"), each of the Debtors filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") in this Court.

3. The Debtors are a leading residential real estate finance company indirectly owned by Ally Financial Inc., which is not a Debtor. As of the Petition Date, the Debtors and their non-debtor affiliates operated the fifth largest mortgage servicing business and the tenth largest mortgage origination business in the United States.

4. The Debtors are managing and operating their businesses as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108. Their chapter 11 cases (collectively, the "**Bankruptcy Case**") are being jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"). No trustee has been appointed in the Bankruptcy Case.

5. On May 16, 2012, the United States Trustee for the Southern District of New York (the "**U.S. Trustee**") appointed a nine member official committee of unsecured creditors.

6. On July 3, 2012, the U.S. Trustee appointed the Honorable Arthur J. Gonzalez, former Chief Judge of this Court, as examiner.

B. Background Relevant to the Adversary Proceeding

7. On November 9, 2012, the Plaintiffs filed their Complaint, initiating the Adversary Proceeding. The Adversary Proceeding inadvertently appeared on the docket in the chapter 11 case of RFC, Case No. 12-12019, rather than the docket of the Debtors' jointly administered chapter 11 cases, Case No. 12-12020.

8. On December 12, 2012, the Debtors requested, by letter to the Court, an extension of the deadline by which RFC and the other Defendants were required to respond to the Complaint, citing as a basis the lack of service and the Complaint's failure to appear on the docket of the Debtors' jointly administered chapter 11 cases. Subsequently, the Debtors

obtained consent to such extension from the Jenkins, and on December 14, 2012, the Court so-ordered the consensual extension of the Defendants' deadline to respond.

9. On December 31, 2012, Mr. Jenkins filed a petition for relief under chapter 13 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Georgia, Case No. 12-82018. On January 14, 2012, the Plaintiffs also filed in Mr. Jenkins' chapter 13 case an adversary complaint substantially similar to the Complaint filed in the Adversary Proceeding. The resulting adversary proceeding was assigned Case Number 13-05015. A copy of the complaint filed in Mr. Jenkins' chapter 13 case is attached hereto as Exhibit 3.

RELIEF REQUESTED

10. RFC hereby moves the Court for an order, pursuant to Rule 12(e) of the Federal Rule of Civil Procedure (the "**Civil Rules**"), made applicable to this Adversary Proceeding by Bankruptcy Rule 7012, directing the Plaintiffs to file more definite statement of the Complaint.

BASIS FOR RELIEF

11. Bankruptcy Rule 7012 makes Civil Rule 12(e) applicable to adversary proceedings. Civil Rule 12(e), in turn, provides in pertinent part as follows:

> A party may move for a more definite statement of a pleading to which a responsive pleading is allowed but which is *so vague or ambiguous that the party cannot reasonably prepare a response*. The motion must be made before filing a responsive pleading and must point out the defects complained of and the details desired . . . .

Fed. R. Civ. P. 12(e) (emphasis added).

12. While RFC recognizes that "[m]otions for a more definite statement are generally viewed with disfavor…," the Complaint is a prime example of the type of pleading for

which a motion for a more definite statement is appropriate – so "vague" and "ambiguous" that RFC cannot frame a response. *See St. Clair Intellectual Prop. Consultants v. Apple Inc.*, No. 10–00982–LPS, 2011 WL 4571812, at *2 (D. Del. Sept. 30, 2011). Not only does the Complaint fail to state any legal causes of action, but the Complaint fails to identify the capacity in which RFC is named (*i.e.*, master servicer or prior party in the chain of title) and the factual allegations contained in the Complaint fail to enlighten RFC in this regard or distinguish between the Defendants in critical respects. Because of these deficiencies, RFC is unable to formulate a response to the Complaint without a more definite statement.

A. The Complaint Does Not Specify Any Legal Causes of Action

13. Although the Complaint appears generally to allege that the Plaintiffs' mortgage note was improperly assigned, the Complaint fails to identify any legal causes of action upon which the relief requested by the Plaintiffs may be granted. RFC is, therefore, unable to determine how any conduct of RFC could entitle the Jenkins to (i) an injunction preventing RFC or the other Defendants from foreclosing upon the mortgage note or (ii) a staggering $10,000,000 in damages. Likewise, because the Complaint does not appear to suggest that RFC is the current owner or primary servicer of the note, the Complaint is vague as to why the Jenkins would be entitled to an injunction against or accounting from RFC. *See Fernanders v. Mich. Dep't of Military & Veterans Affairs*, No. 12-11752, 2012 WL 3262861, at *2 (E.D. Mich. Aug. 9, 2012) (granting motion for a more definite statement where it was impossible for the court to determine legal basis of pro se litigant's claims "without doing what the court should not, i.e., interpreting and developing legal arguments for him"); *Mills v. DDSP*, No. 11-cv-1452, 2011 WL 3501834, *2 (M.D. Pa. Aug 10, 2011) (concluding Civil Rule 12(e) motion appropriate where plaintiff had not stated any articulable claims against defendants named in lawsuit).

B. The Complaint Fails to Provide Sufficient Information to Determine why RFC has been Named as a Defendant

14. One allegation that does appear clear from the Complaint is that Plaintiffs allege that RFC was a prior assignee of a mortgage note secured by a deed of trust on the Plaintiffs' property. *See* Complaint ¶ 15. However, RFC also currently acts as master servicer in connection with the Plaintiffs' mortgage loan. The Complaint is unclear whether RFC is named in its capacity as prior assignee of the note or as master servicer of the note. While paragraphs 15 and 18 would appear to identify RFC in its role as prior assignee of the note, paragraphs 27 and 30 make factual allegations against the Defendants, collectively, that appear to attempt to implicate RFC in some fashion in its role as master servicer (although the master servicer typically has little or no involvement in the foreclosure or loan modification process). *See* Delehey Decl. ¶ 5.

15. RFC, as master servicer, maintains limited, if any, information regarding the Plaintiffs and their mortgage loan. Delehey Decl. ¶ 4. Typically, information regarding a borrower's loan, its payment history, and its contacts with the primary servicer is retained by the primary servicer of the loan, and not shared with other entities because of privacy concerns, among other reasons. *See* Delehey Decl. ¶ 5. As a result, RFC lacks sufficient information to piece together the puzzle and attribute the factual allegations in the Plaintiffs' complaint to the various Defendants. For these reasons, RFC requires a more definite statement so that it may determine how its connection with the Plaintiffs' mortgage note is implicated by the Complaint, which appears to seek $10,000,000 in damages against the Defendants collectively. *See Schwartz v. Kursman (In re Harry Levin, Inc.)*, 175 B.R. 560, 566 (Bankr. E.D. Pa. 1994) (While Rule 12(e) motions are usually denied, they are appropriate "when the pleading is wholly

uninformative as to the basis of the claim....") (quoting J. Moore, 2A *Moore's Federal Practice*, ¶ 12.18[1], at 12–173).

C. The Complaint Does Not Clearly Attribute Actions to Particular Defendants

16. As described above, multiple allegations contained in the Complaint also group together the Defendants and attribute actions to the Defendants collectively. This "shotgun approach," as well, renders a more definite statement appropriate in this situation, because without a more definite statement, RFC is unable to identify which actions are attributable to it and which are attributable to other Defendants. *See Davis v. Coca-Cola Bottling Co. Consol.*, 516 F.3d 955, 979-84 (11th Cir. 2008) (correct response to plaintiffs' "shotgun" complaint, grouping together the plaintiffs in factual allegations, was to seek a more definite statement under Civil Rule 12(e), not respond to complaint and compound the problem); *see also Eidos Commc'ns, LLC v. Skype Techs. SA*, No. 09-234-SLR, 2010 WL 4642062, at *3 (D. Del. Nov. 9, 2010) (" relief under Civil Rule 12(e) is appropriate when allegations in a complaint are so ambiguous that a defendant is unable to determine the issues [it] must meet." (citation omitted)). Without this information, RFC cannot determine what actions the Plaintiffs' attribute to it and formulate an appropriate response to the Complaint.

WHEREFORE, the Debtors respectfully request that the Court enter and Order directing the Plaintiffs to set forth, in a more definite statement, the legal causes of action which the Plaintiffs allege entitle them to the relief they have requested, the specific conduct they allege is attributable to RFC, and how that conduct entitles them to relief from RFC.

New York, New York
Dated: January 22, 2013

/s/ Stefan W. Engelhardt

Gary S. Lee
Stefan W. Engelhardt
Norman S. Rosenbaum
James A. Newton
MORRISON & FOERSTER LLP
1290 Avenue of the Americas
New York, New York 10104
Telephone: (212) 468-8000
Facsimile: (212) 468-7900

Counsel to the Debtors and Debtors in Possession

Hearing Date and Time: February 28, 2013 at 2:00 p.m. (Prevailing Eastern Time)
Objection Deadline: February 18, 2013 at 4:00 p.m. (Prevailing Eastern Time)

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1290 Avenue of the Americas
New York, New York 10104
Telephone: (212) 468-8000
Facsimile: (212) 468-7900
Gary S. Lee
Stefan W. Engelhardt
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James A. Newton

Counsel for the Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	Case No. 12-12020 (MG)
RESIDENTIAL CAPITAL, LLC, et al.,	Chapter 11
Debtors.	Jointly Administered
MARION L. JENKINS and SHARON JENKINS,	
Plaintiffs,	Adv. Proc. 12-01935 (MG)
v.	
RESIDENTIAL FUNDING COMPANY, LLC, et. al.,	
Defendants.	

NOTICE OF DEBTORS' MOTION PURSUANT TO FED. R. BANKR. P. 7012 AND FED. R. CIV. P. 12(e) FOR A MORE DEFINITE STATEMENT

PLEASE TAKE NOTICE that the undersigned have filed the attached Motion Pursuant to Fed. R. Bankr. P. 7012 and Fed. R. Civ. P. 12(**e**) for a More Definite Statement (the "**Motion**").

PLEASE TAKE FURTHER NOTICE that a hearing on the Motion will take place on **February 28, 2013 at 2:00 p.m. (prevailing Eastern time)** before the Honorable Martin Glenn, at the United States Bankruptcy Court for the Southern District of New York, Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004-1408, Room 501.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Motion must be made in writing, conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Notice, Case Management, and Administrative Procedures approved by the Bankruptcy Court [Docket No. 141], be filed electronically by registered users of the Bankruptcy Court's electronic case filing system, and be served, so as to be received no later than **February 18, 2013 at 4:00 p.m. (Prevailing Eastern Time)**, upon (a) counsel for the Debtors, Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, NY 10104 (Attn: Gary S. Lee, Lorenzo Marinuzzi, Norman S. Rosenbaum and James Newton); (b) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, NY 10004 (Attn: Tracy Hope Davis, Linda A. Riffkin, and Brian S. Masumoto); (c) the Office of the United States Attorney General, U.S. Department of Justice, 950 Pennsylvania Avenue NW, Washington, DC 20530-0001 (Attn: US Attorney General, Eric H. Holder, Jr.); (d) Office of the New York State Attorney General, The Capitol, Albany, NY 12224-0341 (Attn: Nancy Lord, Esq. and Enid N. Stuart, Esq.);

(e) Office of the U.S. Attorney for the Southern District of New York, One St. Andrews Plaza, New York, NY 10007 (Attn: Joseph N. Cordaro, Esq.); (f) counsel for Ally Financial Inc., Kirkland & Ellis LLP, 153 East 53rd Street, New York, NY 10022 (Attn: Richard M. Cieri); (g) counsel to Barclays Bank PLC, as administrative agent for the DIP lenders, Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, NY 10036 (Attn: Ken Ziman & Jonathan H. Hofer); (h) counsel for the committee of unsecured creditors, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036 (Attn: Kenneth Eckstein & Greg Horowitz); (i) counsel for Ocwen Loan Servicing, LLC, Clifford Chance US LLP, 31 West 52nd Street, New York, NY 10019 (Attn: Jennifer C. DeMarco and Adam Lesman); (j) counsel for Berkshire Hathaway Inc., Munger, Tolles & Olson LLP, 355 South Grand Avenue, Los Angeles, CA 90071 (Attention: Thomas Walper and Seth Goldman); (k) Internal Revenue Service, P.O. Box 7346, Philadelphia, PA 19101-7346 (if by overnight mail, to 2970 Market Street, Mail Stop 5-Q30.133, Philadelphia, PA 19104-5016); (l) Securities and Exchange Commission, New York Regional Office, 3 World Financial Center, Suite 400, New York, NY 10281-1022 (Attn: George S. Canellos, Regional Director); and (m) Marion L. and Sharon Jenkins, 409 Grant Park Place, Atlanta, GA 30315.

PLEASE TAKE FURTHER NOTICE that if you do not timely file and serve a written objection to the relief requested in the Motion, the Bankruptcy Court may deem any opposition waived, treat the Motion as conceded, and enter an order granting the relief requested in the Motion without further notice or hearing.

Dated: January 22, 2013
New York, New York

Respectfully submitted,

/s/ Stefan W. Engelhardt

Gary S. Lee
Stefan W. Engelhardt
Norman S. Rosenbaum
James A. Newton
MORRISON & FOERSTER LLP
1290 Avenue of the Americas
New York, New York 10104
Telephone: (212) 468-8000
Facsimile: (212) 468-7900

Counsel for the Debtors and Debtors in Possession

EXHIBIT 1

Proposed Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Case No. 12-12020 (MG)
RESIDENTIAL CAPITAL, LLC, et al.,	)	Chapter 11
Debtors.	)	Jointly Administered
MARION L. JENKINS and SHARON JENKINS,	)	
Plaintiffs,	)	Adv. Proc. 12-01935 (MG)
v.	)	
RESIDENTIAL FUNDING COMPANY, LLC, et. al.,	)	
Defendants.	)	

ORDER GRANTING DEBTORS' MOTION PURSUANT TO FED. R. BANKR. P. 7012 AND FED. R. CIV. P. 12(e) FOR A MORE DEFINITE STATEMENT

Upon consideration of the motion (the "**Motion**")[1] of the above-captioned debtors and debtors in possession (collectively, the "**Debtors**" and each, a "**Debtor**") for an order directing a more definite statement of the Complaint, and upon the Delehey Decl.; and sufficient notice of the Motion having been given; and it appearing that no other or further notice need be provided; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and after due deliberation and sufficient cause appearing therefore, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

[1] Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

1. The Motion is GRANTED as more fully set forth below.

2. The Plaintiffs are hereby directed to file a more definite statement (the "**Statement**") of Complaint on or before March 21, 2013.

3. The Statement shall set forth, at a minimum:

(a) The factual allegations and conduct the Plaintiffs attribute to RFC;

(b) The legal bases upon which the Plaintiffs allege they are entitled to relief against RFC; and

(c) How the factual allegations and conduct referred to in (a), above, entitles the Plaintiffs to such relief under the legal causes of action referred to in (b), above.

4. This Court shall retain jurisdiction with respect to all matters arising or related to the implementation of this Order.

Dated: February __, 2013
New York, New York

THE HONORABLE MARTIN GLENN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 2

Delehey Declaration

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	Case No. 12-12020 (MG)
RESIDENTIAL CAPITAL, LLC, et al.,	)	Chapter 11
Debtors.	)	Jointly Administered
MARION L. JENKINS and SHARON JENKINS,	)	
Plaintiffs,	)	Adv. Proc. 12-01935 (MG)
v.	)	
RESIDENTIAL FUNDING COMPANY, LLC, et. al.,	)	
Defendants.	)	

DECLARATION OF LAUREN GRAHAM DELEHEY, IN-HOUSE LITIGATION COUNSEL AT RESIDENTIAL CAPITAL, LLC, IN SUPPORT OF DEBTORS' MOTION PURSUANT TO FED. R. BANKR. P. 7012 AND FED. R. CIV. P. 12(e) FOR A MORE DEFINITE STATEMENT

I, Lauren Graham Delehey, declare as follows:

A. Background and Qualifications

1. I serve as In-House Litigation Counsel in the legal department (the "**Legal Department**") at Residential Capital, LLC ("**ResCap**"), a limited liability company organized under the laws of the state of Delaware and the parent of the other debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "**Debtors**"). I have held this position since I joined ResCap on August 1, 2011. In my role as In-House Litigation Counsel at ResCap, I am responsible for the management of residential mortgage-related litigation, including class actions, mass actions and multi-district litigation. Additionally, as a

result of ResCap's chapter 11 filing, my role has significantly expanded to include, in addition to my litigation work, assisting the Debtors and their professional advisors in connection with the administration of the chapter 11 cases. I am authorized to submit this declaration (the "**Declaration**") in support of the *Debtors' Motion Pursuant to Fed. R. Bankr. P. 7012 and Fed. R. Civ. P. 12(e) for a More Definite Statement* (the "**Motion**").[1]

2. In my capacity as In-House Litigation Counsel, I am generally familiar with the Debtors' litigation matters, including the above-captioned action. Except as otherwise indicated, all statements in this Declaration are based upon my personal knowledge; information supplied or verified by personnel in departments within the Debtors' various business units; my review of the Debtors' litigation case files, books and records as well as other relevant documents; my discussions with other members of the Legal Department; information supplied by the Debtors' consultants; or my opinion based upon experience, expertise, and knowledge of the Debtors' litigation matters, financial condition and history. In making my statements based on my review of the Debtors' litigation case files, books and records, relevant documents, and other information prepared or collected by the Debtors' employees or consultants, I have relied upon these employees and consultants accurately recording, preparing, collecting, or verifying any such documentation and other information. If I were called to testify as a witness in this matter, I would testify competently to the facts set forth herein.

B. The Debtors' Access to Information Regarding the Jenkins' Loan

3. Residential Funding Company, LLC ("**RFC**") is the master servicer for Jenkins' loan, however the Jenkins' loan is not serviced by GMAC Mortgage, LLC ("**GMAC Mortgage**") as primary servicer. The Jenkins' loan is serviced by Wells Fargo, as primary

[1] Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Objection.

servicer. Wells Fargo services the Jenkins' loan under the name "America's Servicing Company."

4. When GMAC Mortgage is the primary servicer for a loan, GMAC Mortgage typically retains detailed information regarding borrowers, their loan history, and servicing contacts and transactions with the borrowers in the course of servicing their loans. However, GMAC Mortgage and the Debtors typically retain little, if any, of this type of borrower and loan information in connection with loans for which the RFC act as master servicer, but do not also act as primary servicer.

5. Instead, for loans serviced by an outside primary servicer, such as the Jenkins' loan, the Debtors rely upon such primary servicer to maintain detailed borrower and loan level information. Likewise, the Debtors generally rely upon such primary servicers to conduct a number of other activities in the course of their servicing duties, including (i) initiating and prosecuting foreclosures of borrowers' loans, as needed; (ii) consideration and approval of loan modifications where appropriate; and (iii) defense of certain actions brought by borrowers against, among others, the primary servicer, master servicer, or the investor.

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

Dated: January 22, 2013

/s/ Lauren Graham Delehey
Lauren Graham Delehey
In-House Litigation Counsel for
Residential Capital, LLC

EXHIBIT 3

Georgia Adversary Complaint

B104 (FORM 104) (08/07)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)	**ADVERSARY PROCEEDING NUMBER** (Court Use Only)

PLAINTIFFS	**DEFENDANTS**
MARION LEE JENKINS 409 GRANT PARK PLACE ATLANTA, GA 30315 678 632 1316	AMERICA'S SERVICING COMPANY 3476 STATEVIEW BLVD FORT MILL, SC 29715
ATTORNEYS (Firm Name, Address, and Telephone No.)	**ATTORNEYS** (If Known) SHAPIRO & SWERIFEGER LLP 287 WOODCOCK BLVD S-100 ATLANTA, GA 30341
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 CO., HAD NO INTEREST IN THE PROPETY AT THE TIME IT INITIATED ITS FORECLOSURE PROEEDINGS; NO VAILD ASSIGNMENT. FRAUDULENT ALLONGE TO NOTE; AND DEMAND FOR AN ACCOUNTING; PURSUANT TO 11 U.S.C 542

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

JAN 14 2013 PM01:01
IN CLERK'S OFFICE U.S. BANKRUPTCY COURT NORTHERN DISTRICT OF GEORGIA
FILED
BY DEPUTY CLERK

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 $ 20,000,000
Other Relief Sought	

B104 (FORM 104) (08/07), Page 2

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR: Marion Jenkins	BANKRUPTCY CASE NO.: 12: BK: 42018	
DISTRICT IN WHICH CASE IS PENDING: Northern District of Georgia	DIVISION OFFICE: Atlanta	NAME OF JUDGE: Bonapfel
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF: Marion Jenkins	DEFENDANT	ADVERSARY PROCEEDING NO.: 12-01935-mg
DISTRICT IN WHICH ADVERSARY IS PENDING: Southern New York	DIVISION OFFICE	NAME OF JUDGE: Martin Glenn
SIGNATURE OF ATTORNEY (OR PLAINTIFF): Marion Jenkins		
DATE: 1/11/2013	PRINT NAME OF ATTORNEY (OR PLAINTIFF): Marion Jenkins	

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.

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA

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

Plaintiff,

vs.

AMERICA'S SERVICING COMPANY
3476 STATEVIEW BLVD
FORT MILL, SC 29715
AND
MICHELLE MORALES,
And
EMAX FINANCIAL GROUP LLC
AND
JULIE MEHELIC
AND
SHAPIRO & SWERTFEGER, LLP
2872 WOODCOCK BOULEVARD, S-100
ATLANTA, GA 30341
AND
RESIDENTIAL FUNDING COMPANY LLC
8400 NORMANDALE LAKE BLVD SUITE 350
MINNEAPOLIS, MN 55437
AND

ADVERSARY CASE NO: _____

Case: 12-BK-82018-pwb

New York Case No.: 12-12019-mg

JAN 14 2013 PM01:01

M. REGINA THOMAS,
CLERK

BY: _____
DEPUTY CLERK

FILED
IN CLERK'S OFFICE
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT
OF GEORGIA

ACTION TO DECLARE SECURITY DEED, LIEN, ASSIGNMENTS AND ENCUMBRANCE INVALID; SECS. 506(A); 1322(B)(2); AND AMERICA'S SERVICING COMPANY, AND AMERICA'S SERVICING CO., HAD NO INTEREST IN THE PROPERTY AT THE TIME IT INITIATED ITS FORECLOSURE PROCEEDINGS, NO VALID ASSIGNMENT, FRAUDULENT ALLONGE TO NOTE, AND DEMAND FOR AN ACCOUNTING, PURSUANT TO 11 U.S.C. 542

MORTGAGE LENDERS NETWORK, USA INC

MIDDLESEX CORPORATE CENTER

213 COURT STREET 11TH FLOOR

MIDDLETOWN, CT 06457

AND

JACK L. SWERTFEGER JR.

AND

GERALD M. SHAPIRO

AND

MORTGAGE ELECTRONIC REGISTRATION SYSTEM

AND

US BANK NATIONAL ASSOCIATION AS TRUSTEE

FOR RASC 2006-EMX4

AND

JUDY FABER, VICE PRESIDENT

U.S. BANK NATIONAL ASSOCIATION

Defendant

ACTION TO DECLARE SECURITY DEED, LIEN, ASSIGNMENTS AND ENCUMBRANCE INVALID; SECS. 506(A); 1322(B)(2); AND AMERICA'S SERVICING COMPANY, AND AMERICA'S SERVICING CO., HAD NO INTEREST IN THE PROPERTY AT THE TIME IT INITIATED ITS FORECLOSURE PROCEEDINGS, NO VALID ASSIGNMENT, FRAUDULENT ALLONGE TO NOTE, AND DEMAND FOR AN ACCOUNTING, PURSUANT TO 11 U.S.C. 542

ACTION TO DECLARE SECURITY DEED, LIEN, ASSIGNMENTS AND ENCUMBRANCE INVALID; SECS. 506(A); 1322(B)(2); AND AMERICA'S SERVICING COMPANY, AND AMERICA'S SERVICING CO., HAD NO INTEREST IN THE PROPERTY AT THE TIME IT INITIATED ITS FORECLOSURE PROCEEDINGS, NO VALID ASSIGNMENT, FRAUDULENT ALLONGE TO NOTE, AND DEMAND FOR AN ACCOUNTING, PURSUANT TO 11 U.S.C. 542

COMES NOW, Marion L. Jenkins, and Sharon Jenkins Plaintiff's in the above and foregoing matter and respectfully files this Adversary Complaint against America's Servicing Company, Julie Mehelie, Shapiro & Swertifeger, LLP, Michele Morales, Manager of Sales and Acquisitions for Emax Financial Group, LLC to avoid and to recover fraudulent Allonge to Note, for turnover of property, for an Accounting, for unjust enrichment, and for other relief pursuant to Section 542, 544, 548, and 550 of Title 11 of the United States Code (the "Bankruptcy Code").

1. Plaintiff Marion L. Jenkins and Sharon Jenkins (hereinafter "Jenkins") are 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, and the fraudulent Alllonge to Note signed by Michele Morales and pay to the order of U.S. Bank National Association as Trustee dated 3/30/2006 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.

ACTION TO DECLARE SECURITY DEED, LIEN, ASSIGNMENTS AND ENCUMBRANCE INVALID; SECS. 506(A); 1322(B)(2); AND AMERICA'S SERVICING COMPANY, AND AMERICA'S SERVICING CO., HAD NO INTEREST IN THE PROPERTY AT THE TIME IT INITIATED ITS FORECLOSURE PROCEEDINGS, NO VALID ASSIGNMENT, FRAUDULENT ALLONGE TO NOTE, AND DEMAND FOR AN ACCOUNTING, PURSUANT TO 11 U.S.C. 542

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.

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.

ACTION TO DECLARE SECURITY DEED, LIEN, ASSIGNMENTS AND ENCUMBRANCE INVALID; SECS. 506(A); 1322(B)(2); AND AMERICA'S SERVICING COMPANY, AND AMERICA'S SERVICING CO., HAD NO INTEREST IN THE PROPERTY AT THE TIME IT INITIATED ITS FORECLOSURE PROCEEDINGS, NO VALID ASSIGNMENT, FRAUDULENT ALLONGE TO NOTE, AND DEMAND FOR AN ACCOUNTING, PURSUANT TO 11 U.S.C. 542

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.

12. Upon information and belief, Defendant Michele Morales was the Manager of Sales and Acquisitions for Emax Financial Group, LLC. Committed FRAUD.

13. THE ALLONGE TO NOTE is signed by Defendant Michele Morales, for Defendant Emax Financial Group LLC, but there is no indication that such signatures were made in her capacity as the Owner, but as Manager of Sales and Acquisitions.

14. Furthermore, the purported allonge which the Defendant alleges gives it the power to enforce the Mortgage and Note in question is not dated nor is it NOTARIZED.

15. On January 24, 2007, Residential Funding Company, LLC ("RFC"), formerly known as Residential Funding Corporation, in its capacity as master servicer, delivered notices terminating the servicing rights of Emax Financial Group and subservicing rights of Mortgage Lenders Network A, Inc., property, individually, in February 2006.

16. 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.

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

18. 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,

ACTION TO DECLARE SECURITY DEED, LIEN, ASSIGNMENTS AND ENCUMBRANCE INVALID; SECS. 506(A); 1322(B)(2); AND AMERICA'S SERVICING COMPANY, AND AMERICA'S SERVICING CO., HAD NO INTEREST IN THE PROPERTY AT THE TIME IT INITIATED ITS FORECLOSURE PROCEEDINGS, NO VALID ASSIGNMENT, FRAUDULENT ALLONGE TO NOTE, AND DEMAND FOR AN ACCOUNTING, PURSUANT TO 11 U.S.C. 542

LLC. Then it was Pay to the order of U.S. Bank National Association as Trustee without recourse by Judy Faber, Vice President.

19. The Allonge to Note dated March 30, 2006 is void, based on FRAUD. MICHELE MORALES DID NOT SIGN THIS DOCUMENT. See Exhibit "A" page 19 of 22, dated 3/30/2006.

20. The allonge must be permanently attached to the note in order for ti to be effective. F.E. Booker v. Sarasota, Inc., 797 So.2d 886, 887 (Fla. 1st DCA 1998).

21. Plaintiff just discovered that Defendant's U S. Bank National Association as Trustee, Americas Servicing Company, Attorney Julie Mehelie, and Shapiro & Swertfeger, LLP had ALTERED the document.

22. Michele Morales, Manager of Sales and Acquisitions for Emax Financial Group, LLC never signed the Allonge To Note. The Document is a fraud and Attorney Julie Mehelie knew, are should have known that the document was ALTERED.

23. 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 Ju. lia Ann Prieto both alleged ROBO Signers.

24. 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.

25. 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.

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

27. 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.

28. 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.

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

30. 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

ACTION TO DECLARE SECURITY DEED, LIEN, ASSIGNMENTS AND ENCUMBRANCE INVALID; SECS. 506(A); 1322(B)(2); AND AMERICA'S SERVICING COMPANY, AND AMERICA'S SERVICING CO., HAD NO INTEREST IN THE PROPERTY AT THE TIME IT INITIATED ITS FORECLOSURE PROCEEDINGS, NO VALID ASSIGNMENT, FRAUDULENT ALLONGE TO NOTE, AND DEMAND FOR AN ACCOUNTING, PURSUANT TO 11 U.S.C. 542

discuss the problem with them and told us that they we had to call America's Servicing Company or Wells Fargo Bank.

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

32. 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.

33. 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).

34. 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.

35. 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.

36. 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.

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

38. 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 01/11/2013

MARION L. JENKINS PRO SE
WITHOUT PREJUDICES

SHARON B. JENKINS PRO SE
WITHOUT PREJUDICES

ACTION TO DECLARE SECURITY DEED, LIEN, ASSIGNMENTS AND ENCUMBRANCE INVALID; SECS. 506(A); 1322(B)(2); AND AMERICA'S SERVICING COMPANY, AND AMERICA'S SERVICING CO., HAD NO INTEREST IN THE PROPERTY AT THE TIME IT INITIATED ITS FORECLOSURE PROCEEDINGS, NO VALID ASSIGNMENT, FRAUDULENT ALLONGE TO NOTE, AND DEMAND FOR AN ACCOUNTING, PURSUANT TO 11 U.S.C. 542

EXHIBIT "A"

PROOF OF CLAIM

1 OF 22 PAGES

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: 4823/106 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 of 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.

104-NTL-V1

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

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

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

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

Return to:
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, 9999-018
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

Deed Book 49414 Pg 381
Filed and Recorded Oct-01-2010 11:47am
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:

(1) _____
(Unofficial Witness)

By: _____
Philip A. Hasty, Vice President

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

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.

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

Attest: _____
Kathy Krueger, Asst. Secretary

Signed and delivered
in the presence of:

(1) _____
(Unofficial Witness)

(2) _____
Notary Public

My Commission Expires: 4-30-11

NOTARY PUBLIC
AMANDA BLANKENSHIP
GWINNETT COUNTY, GEORGIA

Deed Book 42244 Pg 433
Filed and Recorded Mar-29-2006 10:24am
2006-0095865
Georgia Intangible Tax Paid $980.00
Juanita Hicks
Clerk of Superior Court
Fulton County, Georgia

3030054258

Return To:
MORTGAGE LENDERS NETWORK USA, INC.
213 COURT ST. MIDDLETOWN, CT 06457
CARL W. WRIGHT
P.O. BOX 760
LOGANVILLE, GA 30052
770-513-7400

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.

Deed Book 42244 Pg 434

(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:

Deed Book 42244 Pg 446

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, 2013

Unofficial Witness

Notary Public, State of Georgia

County

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 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.

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 BRANT 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 05492

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.
LEROY BREITSPECHER
OPERATIONS MANAGER

(Seal) -Borrower

(Seal) -Borrower

[Sign Original Only]

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

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:	1-800-843-7654
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

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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.

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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 "B"

ALTERED

ALLONGE TO NOTE SIGNED BY MICHELE MORALES

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