ALFREDIA PRUITT
Creditor pro se

JURY TRIAL DEMANDED

GMAC
RESIDENTIAL CAPITAL, LLC, ET AL.,
Debtor

Adv.# 13-1350
Case No. 12-12020(MG)

Chapter 11

AMENDED ADVERSARY COMPLAINT

After carefully reviewing my original Adversary Complaint, I realized there was a correction(s) I needed to make, additional information I needed to add. I'm asking the court to please accept this amended Adversary Complaint.

Page 4 no. 16 correction: GMAC sold Plaintiff home to Federal National Mortgage, which caused a dispossessory to be filed, and eviction.

Page 8 no. 37 correction: Irregularity in the conduct of an auction: On September 7, 2010, Plaintiff filed a chapter 13, it wasn't dismissed until November 17,2010.

(a) Title 44 Chapter 14 Section 162(44-14-162) states, no sale of real estate under powers contained in mortgages, Deeds, or other lien contracts shall be valid unless the sale shall be advertised and conducted at the time and place in the usual manner of the sheriffs sales in the county in which such real estate or part there of is located and unless notice of the sale have been given as required by code section 44-14-162.2

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(b) GMAC/McCurdy Candler(attorneys for GMAC in the foreclosure) foreclosure sale notice was not in accordance with notice provisions involving foreclosure proceedings as required under Georgia Law specifically, O.C.G.A..

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(c) Plaintiff property was never re-advertised after the bankruptcy filing nor any notices sent out.

Add Additional Cause of Action To Original Complaint

59. GMAC admitted to robo-signing problems.

60. Plaintiff loan has been securitized

61. Plaintiff received a letter from the **National Mortgage Settlement** stating possible foreclosure harm.

62. Plaintiff received information from the Attorney General office stating a payment of $840.00 will be mailed to harm Victims from wrong foreclosure, information stated Plaintiff will receive a payment.

63.. Plaintiff received a letter from the **Independent Foreclosure Review** Team, Because of possible foreclosure harm.

64. GMAC was not the **Secured Creditor** to foreclose on Plaintiff home.

(A). Pursuant to O.C.G.A 44-14-162.2 provides that notice of the initiation of proceedings to exercise a power of sale in a Security Deed is to be given to the debtor by the Secured Creditor no later than 30 days before the date of the proposed foreclosure.

(B). According to O.C.G.A. 44-14-64(a-c) only the documented Secured Creditor / Holder In Due Course can foreclose on subject property.

65. Employees for GMAC have all testified that they signed many thousands of

affidavit's a month, spending about 30 seconds on each affidavit, and that they didn't have a clue regarding the veracity of the affidavit or the documents in question(robo-signing).

66. Plaintiff received a letter from USAA Federal Savings Bank stating the note was paid in full.

67. The defendants have acted in bad faith by foreclosing on Plaintiff home with the full knowledge that the purported assignment was signed by Jeffrey Stephan, who admitted in a Florida deposition that he signed thousands of affidavit's a month without personal knowledge, and has made false statements to courts under oath in hundred of cases.

68. The Defendants acted in bad faith by not verifying and instead submitting into the Gwinnett County Real Estate Record a document signed by Jeffrey Stephan(robo-signer), in order to foreclose on Plaintiff Property.

69. The promissory note and the Deed of Trust was not together, there is no Chain of Title.

> *Federal rule of evidence 1002 and 1003: The law is very specific, the* ***promissory note****, as well as the* ***Deed of Trust****, must be together at all times and there must always be clear and unambiguous chain of title that is traceable in public records for all parties of interest in real estate both the* ***Deed of Trust/Mortgage and promissory note*** *must always point to the same party at all times to have perfection of chain of title.*

70. There is a genuine fact plaintiff note was never assigned, (USAA Federal Savings the original lender), stated there are no assignment(s).

71. In addition to seeking compensatory, consequential, punitive and other damages,

Plaintiff seeks declaratory relief as to what(if any) party, or entity or individual or group thereof is the owner of the promissory note executed at the time of the loan closing by Plaintiff.

72. While purporting to have standing, GMAC initiated multiple foreclosing proceedings, actually slandered the Plaintiff's title, and in violation of O.C.G.A. 44-14-162.2(A-C), the defendant routinely refused and failed to proffer evidence to show they had the capacity, standing, and authority to:

A. accelerate Plaintiff note;

B. Exercise a valid Power of Attorney to conduct a non-judicial Foreclosure sale of the property.

C. Advertise and notice a non-judicial foreclosure action;

D. Collect any fees owed to the note's defined "Note Holder";

E. Foreclose on Subject property;

73. *Uniform Commercial Code 3-309 states a person seeking to enforce a missing instrument must be a person entitled to enforce the instrument, and that person must prove the instrument's terms and that person's right to enforce the instrument 3-309(a)(1)&9b).*

74. ***Defendant was not the real party in interest.***

Federal Rule of Civil Procedure 17(a)(1) *requires that "[a] n action must be pursued in the name of the real party in interest.*

75.. Plaintiff was counseled by an employee (Annie Williams), of Consumer Affairs.

76. Annie Williams(Counselor at Consumer Credit Affairs) sent a workout Plan to

USAA Federal Savings Bank/GMAC on behalf of Plaintiff, stating plaintiff was eligible for a loan modification in June 2010.

77. Defendant cannot claim Plaintiff was in default unless defendant can produce the **Original note and Deed of Trust.**

78. Foreclosure Deed dated February 14, 2011 state GMAC was the highest bidder for Cash and for the sum of 285,000,576.74.

(b)Letter dated November 4, 2010, Fannie Mae own the loan.

79. Plaintiff have collection notices from USAA Federal Savings 4/01/08, (after foreclosure sale date).

80. USAA Federal Savings Bank mailed Plaintiff a letter to complete documents by 10/11/2010(this was done after GMAC foreclosed on Plaintiff home).

81. Even if GMAC can prove they had servicing right, Pursuant to 12 C.F.R. 226.39 (a)(1) a servicer has no right to foreclose on property.

O.C.G.A. 7-6A-Z(6) prescribes that a creditor shall not including a servicer,

An assignee any state or local housing finance agency or any other state or local government or quasi government entity.

82. Plaintiff should have been notified of the investor(s) identity, their address, and telephone number of the covered person who owns the note.

83. Investors must inform Plaintiff they have acquired(bought) an interest in Plaintiff note and mortgage, if not they violated.

84. Bank employees are required to review all documents and ensure homeowners have actually missed payments, the amount of the default and the outstanding balance

before the affidavit is submitted to the court as truth.

(b) Robo-signing involves a practice in which GMAC employees blindly signed off on documents without actually reviewing whether they are accurate and truthful.

85. Plaintiff has compared Jeffrey Stephan signature on her documents to others across the country and many are different, plaintiff assume they were signed by different individuals.

86. Defendants cannot certify Jeffrey Stephan signed plaintiff documents.

87. It will take Discovery, Deposition and a Trial in this court to clarify these abnormalities.

88. O.C.G.A. 44-14-162.2 : In Reese v. Provident Funding Associates, No. A 12Ao619, 2012 GA. App. Lexis 666(GA Ct. App. July 12, 2012 the court held that every foreclosure notice accurately identify the secured creditor.

89. On July 7, 2011 Georgia District Court holds a foreclosure may be wrongful where the foreclosing party does not hold both the security deed and the note at the time of foreclosure.

90. U.S. District Judge, Amy Totenberg ruled that Georgia Law means what its words say, that is , only the Secured Creditor 9the rightful note holder) can foreclose without going to court.

Submitted this twenty-eight day of May, 2013.

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