ALFREDIA PRUITT
Creditor pro se

Jury Trial Demanded

GMAC
RESIDENTIAL CAPITAL, LLC, ET AL..,
Debtor

Bankruptcy Case No. 12-12020(MG)
Adversary Case No: 13- 01350-mg

Additional Certificate of Service

Please allow this additional debtor to be added to the Adversary Proceeding Complaint and Summons issuance.

GMAC
c/o MORRISON & FOERSTER LLP
1290 Avenue of the Americas
New York, New York 10104

Submitted this 5th day of June 2013.

Alfredia Pruitt
4574 Creek Forest Ct
Lilburn GA 30047

Also mailed additional copies of Summons to everyone, making sure all pages included

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

GMAC
RESIDENTIAL CAPITAL LLC,ET AL.,

Chapter 11
Case No. 12-12020(MG)

Adversary Case No. 13-01350(MG)

CERTIFICATE OF SERVICE

I Alfredia Pruitt certify that on June 6, 2013, I mailed SUMMONS AND NOTICE OF PRETRIAL CONFERENCE IN THE ABOVE ADVERSARY PROCEEDING

TO MORRISON & FOERSTER LLP
1290 Avenue of the Americas
New York, New York 10104
Telephone: (212)468-8000
Facsimile: (212)468-7900

Gary S. Lee
Todd M. Green
Alexandra Steinberg Barrage
Jennifer L. Marines

Counsel for Debtors and
Debtors in Possessions

United States Bankruptcy Court
One Bowling Green
New York, NY 1004

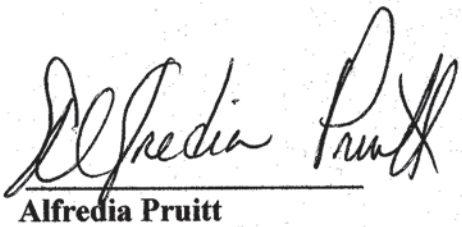
Residential Capital, LLC, et a;
2335 Alaska Ave
El Segundo, CA 90245

On June 6, 2010, I certify I mailed SUMMONS AND NOTICE OF PRETRIAL CONFERENCE TO GMAC C/O MORRISON & FOERSTER LLP at the above

address, also to GMAC c/o Residential Capital at the above address.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me willfully false, I am subject to punishment.

Submitted this 6th day of June 2013.



Alfredia Pruitt
4574 Creek Forest Ct
Lilburn GA 30047
(770)668-3915

UNITED STATES BANKRUPTCY COURT
Southern District of New York

In re: Residential Capital, LLC

Bankruptcy Case No.: 12–12020–mg

Alfredia Pruitt

Plaintiff(s),

–against–

Adversary Proceeding No. 13–01350–mg

GMAC
Residential Capital

Defendant(s)

REVISED
SUMMONS AND NOTICE OF PRETRIAL CONFERENCE IN AN ADVERSARY PROCEEDING

YOU ARE SUMMONED and required to submit a motion or answer to the complaint which is attached to this summons to the clerk of the bankruptcy court within 30 days after the date of issuance of this summons, except that the United States and its offices and agencies shall submit a motion or answer to the complaint within 35 days, to:

Address of Clerk:	**Clerk of the Court** **United States Bankruptcy Court** **Southern District of New York** **One Bowling Green** **New York, NY 10004–1408**

At the same time, you must also serve a copy of the motion or answer upon the plaintiff's attorney.

Name and Address of Plaintiff's Attorney:	**Alfredia Pruitt** **4574 Creek Forest Ct, Lilburn, GA 30047**

If you make a motion, your time to answer is governed by Fed. R. Bankr. P. 7012.

YOU ARE NOTIFIED that a pretrial conference of the proceeding commenced by the filing of the complaint will be held at the following time and place:

United States Bankruptcy Court Southern District of New York One Bowling Green New York, NY 10004–1408	Room: Courtroom 501 (MG), One Bowling Green, New York, NY 10004–1408 Date and Time: 7/10/13 at 10:00 AM

IF YOU FAIL TO RESPOND TO THIS SUMMONS, YOUR FAILURE WILL BE DEEMED TO BE YOUR CONSENT TO ENTRY OF A JUDGMENT BY THE BANKRUPTCY COURT AND JUDGMENT BY DEFAULT MAY BE TAKEN AGAINST YOU FOR THE RELIEF DEMANDED IN THE COMPLAINT.

Dated: 5/31/13

Vito Genna

Clerk of the Court

By: /s/ Jeanelle Dawes

Deputy Clerk

ALFREDIA PRUITT
Creditor pro se

JURY TRIAL DEMANDED

GMAC
RESIDENTIAL CAPITAL, LLC,ET AL.,
Debtor

Case No.12-12020(MG)

Chapter 11

MOTION FOR ADVERSARY PROCEEDING

CAUSE FOR COMPLAINT

WRONGFUL FORECLOSURE, ASSIGNMENT AND TITLE, VIOLATION OF HOLDER IN DUE COURSE LAW, FRAUD/SLANDER OF TITLE, VIOLATION OF DUTY OF GOOD FAITH AND FAIR DEALING, VIOLATION OF THE DOCTRINE OF PRIVITY, CLAIM FOR LITIGATION FEES AND COSTS AND PUNITIVE DAMAGES. VIOLATION OF BANKRUPTCY LAW, ROBO-SIGNING, INTENTIONAL EMOTIONAL DISTRESS, VIOLATION OF THE UCC(UNIFORM COMMERCIAL CODE), FORECLOSURE AGENT FILE IS DEFECTIVE.

A. Motion

COMES NOW ALFREDIA PRUITT, Plaintiff in the above-captioned matter, and respectfully files this motion against RESIDENTIAL CAPITAL and GMAC as follows:

B. JURISDICTION AND VENUE

1. Plaintiff, Alfredia Pruitt, is an individual who resides in Gwinnett County, Georgia.

2. Residential Capital(Representing GMAC) is a corporation doing business in El Segundo, CA 90245, address is 2335 Alaska Ave, El Segundo, CA 90245, Attorneys are MORRISSON & FORESTER LLP, 1290 Avenue of the Americas, New York, New York 10104.

RECEIVED
JUL 24 2012
U.S. BANKRUPTCY COURT
SO DIST OF NEW YORK

C. FACTUAL ALLEGATIONS

_____ 3. ALFREDIA PRUITT owned property located at 2360 Hickory Station Circle, Snellville, Georgia 30078.

4. Alfredia Pruitt signed a contract with USAA Federal Savings Bank on August 6, 2006 which was recorded in the office of the clerk of Superior Court of Gwinnett County. (note and warranty Deed Exhibit A), Ms. Pruitt failed to pay the debt and started negotiating the payment with USAA Federal Savings Bank, for a loan modification, all payments were made to USAA Federal Savings Bank, not one to GMAC.

5. There are no assignment recorded in Gwinnett records from USAA Federal Savings to no-one, USAA sent plaintiff a letter stating there are no assignments, the loan is registered to MERS the only recording of an assignment showing is from **MERS(MORTGAGE ELECTRONIC REGISTRATION SYSTEM, INC.(not a person)to GMAC MORTGAGE signed by JEFFREY STEPHAN A KNOWN ROBO-SIGNER,** there is no seal affixed on the assignment(Exhibit B).

6.GMAC SOLD Plaintiff property on September 7, 2010 @ 10:00 a.m.

7. Plaintiff was in the process of a loan modification, creditors and their attorney were notified and had time to rescind the foreclosure, instead the foreclosure was carried out.

(B). Plaintiff filed a chapter 13 case in the United States Bankruptcy Court for the Northern District of Georgia, Case No. 11-52442-mgd.(Exhibit C) on September 7, 2010 at 8:32 a.m. before the 10:00 a.m. sale, creditors were notified and they willfully violated the automatic stay.

(C) **Code 11 U.S.C. 362; the stay begins at the moment the bankruptcy petition is filed.**

(D)GMAC VIOLATED THE AUTOMATIC STAY, DID NOT RESTART FORECLOSURE PRECEEDING nor ADVERTISEMENT OF THE FORECLOSURE SALE.

(E) BANKRUPTCY CASE WAS DISMISSED ON 11/17/2010

(F)CREDITORS DID NOT START FORECLOSURE OVER FROM THE SEPTEMBER 7 2010 8:32A.M. BANKRUPTCY FILING, THEY CONTINUED BANKRUPTCY VIOLATION WITH FORECLOSURE AND EVICTION.

8. On September 21, 2010, after foreclosure Plaintiff received a letter offering assistance, Plaintiff called to try and stay in her home and asked how can they just foreclose, and evict her, ignoring the automatic stay that was filed prior to the 10:00 a.m. sale.

9. On September 23, 2010, McCurdy Candler whom represent GMAC sent Plaintiff a letter, **ACKNOWLEDGING THE BANKRUPTCY FILING,** offering assistance, the attorneys (McCurdy Candler), nor GMAC rescinded the foreclosure, knowing there was an automatic stay in affect, and they had enough time to rescind the foreclosure and start foreclosure procedure over if needed, they were aware of a workout being in process while ignoring the bankruptcy filing, the attorney nor GMAC wanted to hear nothing at all in reference to my bankruptcy filing.

10. On October 10, 2010 Plaintiff appealed the foreclosure eviction.

11. On October 01,2010(after sale date) Plaintiff received a letter from USAA federal mortgage stating they service my loan, my account is in review for another workout.

12. On December 17, 2010, Plaintiff received a letter **from USAA FEDERAL SAVINGS BANK STATING THE OWNER OF HER LOAN WAS FANNIE MAE and USAA FEDERAL SAVINGS BANK is currently servicing my account, nothing was mentioned of GMAC.**

____13. On March 28, 2011 Alfredia Pruitt received a letter from USAA FEDERAL SAVINGS BANK STATING THERE ARE NO ASSIGNMENTS, GMAC IS currently servicing the account on behalf of USAA FEDERAL SAVINGS BANK, however and all inquiries should be directed to our office.

14. On November 4, 2010, USAA Federal sent Plaintiff a letter stating they are servicing my loan.

15. On November 1, 2010 after receiving notice of bankruptcy filing and acknowledgement of the filing, McCurdy Candler(GMAC attorney continued foreclosure and eviction actions.

16. November 5, 2010, Plaintiff filed a dispossessory proceeding.

15. On December 1, 2010 the lower court ruled in favor of GMAC and Federal National Mortgage to evict Plaintiff from her home.

16. Subsequently, Plaintiff filed a lawsuit and appeal against the Defendants for unlawful foreclosure on December 6, 2010.

17. Plaintiff was required to pay $5500.00 into the court registry until case was heard, Ms Pruitt was unable to pay required amount, therefore the case wasn't heard.

D. CAUSE OF ACTION(UNLAWFUL FORECLOSURE)

18. Cause of action against Residential Capital and GMAC is because GMAC illegal foreclosed on my property while being protected under bankruptcy law **Code 11 U.S.C. 362; STATES THE STAY BEGINS AT THE MOMENT THE BANKRUPTCY PETITION IS FILED** creditors and their attorneys were aware of the filing and did absolutely nothing to rescind the foreclosure, Plaintiff and her family was put out on the streets. After the September 7, 2010 8:32a.m. bankruptcy filing, creditors and their attorney being notified, the foreclosure was not rescinded nor foreclosure proceeding started over.

19. GMAC and their attorneys filed a **SPECIAL WARRANTY DEED ,** Plaintiff was protected under bankruptcy, **case wasn't dismissed** until November 17, 2010, 2011. GMAC and Federal National Mortgage attorneys requested that the court reopen the instant proceedings, and allow them to execute the writ of possession.

20. Plaintiff requested information from GMAC, MERS Mortgage Electronic Registration to prove that the person signing all affidavits for foreclosure had personal knowledge of the information contained in the affidavit.

21. In addition, Plaintiff requested that the GMAC, MERS and their attorney provide evidence of the true legal holder of the note.

22. GMAC, MERS, or no others involved in Plaintiff eviction and foreclosure has produced ownership of the **SECURED INSTRUMENT.**

23. GMAC has not provided any evidence it owns or has the right to enforce the promissory note secured by the property, GMAC had no standing to foreclose on Plaintiff property, GMAC did not, does not hold the **Secured Instrument** even though GMAC and their attorney **Willfully** ignored the automatic stay and foreclosed on Plaintiff property.

24. GMAC were not the "**HOLDER IN DUE COURSE".**

25. GMAC nor MERS(Mortgage Electronic Registration) had standings to foreclose on property at 2360 Hickory Station Ci., Snellville, GA. 30078.

26. The note was sold and left the Deed of Trust behind(bifurcated), Carpenter v. Longan, 83 U.S.271, 274, 21 L.ED. 313 (1872) states: The note and mortgage are inseparable; the former as essential, the latter as an incident. An assignment of the note carries the mortgage with it, while an assignment of the latter alone is a **Nullity. There was no Assignment.**

27. On August 6, 2010 plaintiff received notice of foreclosure sale.

28. Only a Secured Creditor has a right to conduct a non-judicial foreclosure sale in the state of Georgia OCGA 44-14-162. GMAC was not the Secured Creditor.

29. Plaintiff filed a **REQUEST TO WITHDRAW PROOF OF CLAIM** on October 2, 2012, Proof of claim was withdrawn, in a lift of stay hearing in the Southern District of New York Bankruptcy Court, the judge allowed Plaintiff Proof of Claim to be filed after the Bar Date.

30. **Georgia is a non-judicial state, the required documents to show who has**

standing to foreclose in Georgia is not needed, the courts base their granting of a foreclosure on the attorneys Oath(honesty), GMAC not only ignored the bankruptcy filings, they does not hold the "Secured Instrument",(Mortgage Note).

31. **All** mortgage **payments were made to USAA Federal** Savings not one payment made to GMAC, GMAC never mailed one collection notice, nor made a collection call, **NEVER.**

32.. **Under the Contract of the deed of trust and Civil Code Statue, only the lender**

or the Holder may initiate a foreclosing proceeding, who is entitled to the payment, GMAC was not the lender nor Holder of the note, nor entitled to the payments.

33.. MERS had no authority to assign Plaintiff home to GMAC because the owner is unknown. Even if GMAC was collecting payments it cannot show USAA Federal Savings is still the Holder of the Secured Instrument.

Only the Servicing agent may have standing if acting as an agent for the Holder assuming that the agent can both show agency status and the principle is the holder, e.g.re

Vargas 396 B.R. (Banker, C.D.Cal.2008)at 520. If the owner is unknown MERS cannot

show that it is an authorized agent of the owner. The servicing agent must show that the last entity to communicate instructions to the debtor is still holder of the note HSBC

Bank, N.A. v Valetin, 21 N.Y.Mis.3d1123(A), 2008 WL4764816(Table)(n.Y.Sup.), Nov.3, 2008. USAA Federasl Savings states they sold the mortgage in question

before any foreclosure.

34. USAA Federal Savings bank never assigned the note.

35. USAA Federal Savings bank sent a letter to Plaintiff stating they were the servicer.

Cause of action

36. **GMAC operated in bad faith** by not verifying the assignment and submitting into the Gwinnett County Real Estate Record a document signed by Jeffrey Stephan a known robo-signer, and has admitted in a sworn deposition he did not sign documents in front of a notary, he would later sign.

37. Irregularity in the conduct of an auction: ON September 7, 2010 chapter 13 was filed, wasn't dismissed until November 17, 2010, 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 and in the usual manner of the sheriffs sales in the county which such real estate or part there of is located and unless notice of the sale shall have been given as required by code section 44-14-162.2. McCurdy and Candler(GMAC attorneys) foreclosure sale notice was not in accordance with notice provisions involving foreclosure proceedings as required under Georgia Law specifically. O.C.G.A. 44-14-162.2(the property was never readvertisied after the bankruptcy filing nor any notices sent out). in order for Plaintiff to have her wrongful foreclosure case heard in a lower court and jurisdiction.

(B) GMAC violated the law in reference to the Doctrine of Privity of contract that requires only parties to a contract may bring suit to enforce it (A) a party may assign to another a contractual right to collect payment, including the right to sue to enforce the right, but the assignment must be in writing in order for the contractual right to be enforceable by the assignee, further the writing must identify the assignor and assignee. [Cit] Scott v. Cushman & Wakefield of Ga., Inc. App. 264, 265 (547 SE 2d 794) (2001); OCGA 9-2-10.

38. GMAC listed Plaintiff as the Debtor when they filed a lift of stay in

plaintiff bankruptcy filing.

39. GMAC listed Plaintiff as Creditor in GMAC chapter 11 bankruptcy filing.

40. At the time of foreclosure it was unknown who held and owned the actual "wet ink", original promissory note.

41. There are no assignments recorded in the Gwinnett County Records.

42.GMAC is not the Holder in Due Course, GMAC was not assigned the right to receive debt payments.

Improper Mortgage Securitization, A Special Rule of UCC(Uniform Commercial Code) implies that a Holder of a mortgage note must be a Holder in Due Course,.

43. Plaintiff made all payments to USAA Federal Savings Bank.

44. GMAC does not have the original loan documents.

45. USAA Federal Savings bank sold the mortgage in question before any foreclosure action took place(not to GMAC, nor did USAA Federal Savings assign the mortgage to GMAC.

46. It will take Discovery, Depositions and a Trial to clarify these abnormalities.

47. It is unknown who USAA Federal sold the loan to.

48. Plaintiff is included in GMAC chapter 11 bankruptcy referenced their creditor

49. Plaintiff is informed and believes that GMAC cannot produce an original note(USAA Federal Savings states there are no assignments.

50. GMAC does not own the loan and cannot identify the owner of the loan.

52. Accorning to Plaintiff Deed of Trust the lender is USAA Federal Savings bank.

Cause of Action

53. Violation of the Doctrine of Privity, GMAC did not have a contractual right to collect payments, nor the right to sue to enforce the right.

Doctrine of Privity staes: an assignment must be in writing in Order for the contractual right to be enforceable by the assignee, Further the writing must identify the assignor and assignee. [Cit]Scott v. Cushman & Wakefield of Ga.Inc. App.264, 265 9547 SE 2d 794) (2001);)OCGA 9-2-10

55. There is no documentation GMAC had a right to foreclose.

56. GMAC violated the UCC(uniform Commercial Code) because GMAC did not possess the properly-negotiated original promissory note.

(a) UCC(Uniform Commercial Code) forbids foreclosure of the mortgage unless the creditor(posesses the properly-negotiated original promissory note. If this can't be done the foreclosure is void.

(b) GMAC cannot produce the original promissory note, the note has been securitized and sold to unknown entities.

57. GMAC listed plaintiff as their creditor because they knew they wrongfully foreclosed on plaintiff property and owed her money for wrongfully foreclosing.

~~(12)~~

58. Plaintiff file is defective, there is no Recorded assignments, or contracts from USAA Federal Savings Bank, giving GMAC the right to foreclose on Plaintiff property.

(10)

Prayer

My Prayer is the court includes relief for the plaintiff that takes into account the financial burden caused by the Defendants' action, punitive damages, litigation as well as negative infliction of emotional distress, unfair business practices, predatory lending, a jury trial and the amount of 20 million dollars, and the court include relief as it may deem necessary and just.

Debtor has 30 days from receipt of this complaint to respond.

Submitted this 23rd **day of** May **2013**

Alfredia Pruitt
4574 Creek Forest Ct
Lilburn, GA 30047
Phone(770)-668-3915

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of the within and foregoing pleading upon all parties to this matter by depositing true and correct copy of same in FED-Ex mail, with proper postage prepaid, addressed to counsel of record as follows:

MORRISON & FOERSTER LLP
1290 Avenue of the Americas
New York, New York 10104
Telephone: (212) 468-8000
Facsimile: (212)468-7900

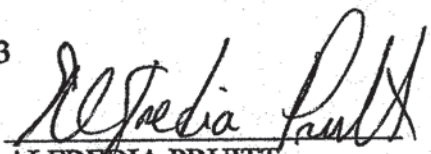
Gary S. Lee
Todd M. Goren
Alexandra Steinberg Barrage
Jennifer L. Marines

Counsel for the Debtors and Debtors in Possessions

United States Bankruptcy Court
One Bowling Green
New York, NY 10004

RESIDENTIAL CAPITAL,LLC, et al
2335 Alaska Ave.
El Segundo, CA 90245

This twenty- third day of May 2013



ALFREDIA PRUITT
4574 Creek Forest Ct
Lilburn, GA 30047
Phone(770)-668-3915

12
(~~14~~)

ALFREDIA PRUITT
Creditor pro se

JURY TRIAL DEMANDED

GMAC
RESIDENTIAL CAPITAL, LLC, ET AL.,
Debtor

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

(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..

(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.

Alfredia Pruitt
4574 Creek Forest Ct
Lilburn GA 30047
Phone No.(770)-668-3915