UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

ALFREDIA PRUITT
Plaintiff pro se

Bankruptcy case No: 12-12020

GMACM
RESIDENTIAL CAPITAL
Defendant

Adversary Proceeding: 13-01350

JURY TRIAL DEMANDED

REQUEST FOR ADMISSION TO BE ANSERED BY THE DEFENDANT

The Plaintiff request that the Defendant admit or deny, within 20 days of the date of service of the request.

1. Defendant foreclosed on plaintiff property on September 7, 2010.
2. Defendant did not have the Original Promissory note.
3. Defendant was not the **Holder in Due Course**.
4. Defendant was aware of Plaintiff Bankruptcy filing.
5. Defendant wrongfully foreclosed on Plaintiff property.
6. Defendant was aware there are no recorded assignments from USAA Federal Savings.
7. Georgia law O.C.G.A. 44-14-162 states only a **Secured Creditor** has a right to conduct a non-judicial foreclosure sale.
8. Defendant never request payment(s) from Plaintiff.

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9. Defendant never mailed collections notices or made collection phone calls to Plaintiff.
10. 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.
11. Defendant did not verify Jeffrey Stephan signed documents in front of a notary.
12. Defendant listed plaintiff as a debtor to lift automatic stay in Plaintiff bankruptcy in In order to foreclose on Plaintiff property.
13. Defendant listed Plaintiff as their Creditor in Defendant(s) bankruptcy filing because defendant knew they wrongfully foreclosed on Plaintiff Property and owed Plaintiff money.
14. Defendant does not have the **Original** loan documents.
15. Defendant could not identify the owner of Plaintiff loan before nor during foreclosure on Plaintiff home.
16. Defendant did not have a contractual right to collect payments from Plaintiff.
17. Defendant never collected any Payments from Plaintiff.
18. UCC(Uniform Commercial Code) forbids foreclosure of the mortgage unless the Creditor(possesses the properly-negotiated Original promissory note).
    (a) If this can't be done, the foreclosure is void.
19. There are no recorded chain of title(s) from USAA Federal Savings Bank.
20. There is a genuine fact, the Original lender never assigned the note.

21. Plaintiff was in review for a loan modification with USAA Federal Savings Bank, when Defendant foreclosed on Plaintiff home..
22. Defendant was not the real-party in interest.
23. Plaintiff was counseled by Annie Williams (counselor for Consumer Credit Affairs).
24. Defendant was the highest bidder for cash at the foreclosure sell for the sum of $285,00,576.74.
25. Defendant title on Notice of Foreclosure Sale to Plaintiff is **Servicer and Creditor**.
26. Defendant must review all documents to ensure Plaintiff actually missed payments.
27. Defendant was not in accordance with notice provisions involving foreclosure proceeding as required under Georgia Law.
28. Defendant did not re-advertise Plaintiff property after the September 7, 2010 foreclosure.
29. Defendant admitted to robo signing problems.
30. Defendant employed individuals that signed as many as thousands of affidavits a month spending about 30 seconds on each affidavit, not having a clue regarding the veracity of the affidavit or the documents in question.

    (a) Number 30 is considered robo signing.
31. Plaintiff received a letter from USAA Federal Savings Bank stating the loan was paid in full.
32. It will take Discovery, Deposition(s) and a trial in the Southern District of New York Bankruptcy Court to clarify these abnormalities.

33. On July 7, 2011 Georgia District court held a foreclosure may be wrongful where the foreclosing party does not hold both the Security Deed and the note at the time of foreclosure.

34. US District judge, Amy Totenberg ruled that Georgia law means what its' word say that it is, only the **Secured Creditor** (the rightful note holder) can foreclose without going to court.

35. Plaintiff received a check from the Attorney General Office from a Settlement agreement between GMAC and four other big banks, for past mortgage loan servicing and foreclosure abuses and fraud, other violations.

36. Admit you've sold Plaintiff home.

37. Admit you settled a lawsuit with the Attorney Generals through out the state(s).

38. Admit you never contacted Plaintiff.

39. Admit you wrongfully foreclosed on Plaintiff home.

40. Admit there was no chain of title recorded.

41. Admit USAA Federal savings sold the loan in question before any foreclosure.

42. Admit you did not request a lift of stay until September 21, 2010.

43. Admit Plaintiff bankruptcy was not discharged until November 17, 2010.

44. Admit you mailed Plaintiff a letter after the foreclosure sale.

45. Admit you were aware of the bankruptcy filing.

46. Admit you had time to rescind the foreclosure.

47. Admit Plaintiff title was slandered.

48. Admit Plaintiff and family was evicted.

49. Admit Consumer credit affairs mailed and faxed information before the foreclosure sale to you stating Plaintiff was eligible for a loan modification.

50. Admit Plaintiff cried begging not to evict her and her family.

51. Admit Plaintiff filed a lot of motions, papers, etc., trying to stay in her home.

52. Admit Plaintiff home should not have been foreclosed on.

Signed and submitted this 17 day of June 2013

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