Docket #0055 Date Filed: 5/29/2014

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

Jennifer L. Wilson,	:	
	:	Adv. Proc. 12-01936 (MG)
Plaintiff,	:	
	:	
v.	:	
	:	
Residential Capital, LLC, et al.	:	
	:	
Defendants.	:	
In re	:	
	:	Case No. 12-12020 (MG)
RESIDENTIAL CAPITAL, LLC, *et al.*,	:	
	:	Chapter 11
	:	
Debtors	:	Jointly Administered

DECLARATION OF LAUREN GRAHAM DELEHEY IN SUPPORT OF THE DEBTORS' MOTION FOR DISMISSAL OF ADVERSARY PROCEEDING PURSUANT TO BANKRUPTCY RULE 7012(B) AND FRCP 12(B)(1) AND 12(B)(6) OR, IN THE ALTERNATIVE, PERMISSIVE ABSTENTION PURSUANT TO 28 U.S.C. §1334(C)(1)

I, Lauren Graham Delehey, hereby declare as follows:

1. I serve as Chief Litigation Counsel for the ResCap Liquidating Trust (the "Liquidating Trust") established pursuant to the terms of the *Second Amended Joint Chapter 11 Plan Proposed by Residential Capital, LLC, et al. and the Official Committee of Unsecured Creditors* [Docket No. 6030] in the above-captioned Chapter 11 Cases.[1] During the Chapter 11 Cases, I served as Chief Litigation Counsel in the legal department at Residential Capital, LLC ("ResCap"), a limited liability company organized under the laws of the state of Delaware and

[1] Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the *ResCap Liquidating Trust's Supplemental Brief in Support of the Debtors' Motion for Dismissal of Adversary Proceeding Pursuant to Bankruptcy Rule 7012(b) and FRCP 12(b)(1) and 12(b)(6) or, in the Alternative, Permissive Abstention Pursuant to 28 U.S.C. §1334(c)(1)*, filed contemporaneously herewith.

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the parent of the other debtors in the above-captioned Chapter 11 Cases (collectively, the "Debtors"). I joined ResCap on August 1, 2011 as in-house litigation counsel.

2. In my role as Chief Litigation Counsel at ResCap, I was responsible for the management of litigation for the Debtors, including residential mortgage-related litigation. In connection with ResCap's chapter 11 filing, I also assisted the Debtors and their professional advisors in connection with the administration of the Chapter 11 Cases, including the borrower litigation matters pending before this Court. In my current position as Chief Litigation Counsel to the Liquidating Trust, among my other duties, I continue to assist the Liquidating Trust in connection with the claims reconciliation process.

3. I am authorized by the Liquidating Trust to submit this declaration (the "Declaration"), which was requested by the Court at the hearing on May 1, 2014 (the "Hearing") to consider the *Debtors' Motion for Dismissal of Adversary Proceeding Pursuant to Bankruptcy Rule 7012(b) and FRCP 12(b)(1) and 12(b)(6) or, in the Alternative, Permissive Abstention Pursuant to 28 U.S.C. §1334(c)(1)* (the "Motion to Dismiss").

4. Except as otherwise indicated, all facts set forth in this Declaration are based upon my personal knowledge of the Debtors' and the Liquidating Trust's operations, information learned from my review of relevant documents and information I have received through my discussions with other former members of the Debtors' and the Liquidating Trust's management or other former employees of the Debtors, the Debtors' and the Liquidating Trust's professionals and consultants, and/or the Consulted Parties (as defined below). If I were called upon to testify, I could and would testify competently to the facts set forth in this Declaration on that basis.

5. At the Hearing, the Court requested that the Liquidating Trust file "one or more declarations with respect to the note and when it was endorsed in blank." (*See* Trans., May 1, 2014 at 48:22-23.) Immediately following the Hearing, I, and persons acting at my direction (including employees of the Liquidating Trust and the Liquidating Trust's counsel) (collectively, the "Investigating Parties"), began investigating the facts underlying the loan documents and foreclosure action. The investigation lasted until the eve of the filing of this Declaration. In connection with these efforts, the Investigating Parties received information from representatives of Ocwen Loan Servicing, LLC, SunTrust Mortgage, Inc., and Wells Fargo Bank National Association ("Wells Fargo") (the "Consulted Parties"). While we were unable to obtain precise answers on certain issues, we were able to confirm the timeline set forth below.

6. On January 18, 2007, Wilson executed a note in favor of SunTrust Mortgage Inc. d/b/a Sun America Mortgage in the amount of $296,000 (as endorsed from time to time, the "Note").[2]

7. The Note was secured by real property located at 7801 Pinecroft Court, Harrisburg, North Carolina (the "Property") pursuant to a deed of trust that was executed contemporaneously with the Note and recorded in book 7295, pages 122-140 of the Cabarrus County Register of Deeds on January 25, 2007 (the "Deed of Trust").[3]

8. Under the Deed of Trust, (i) the "Lender" is identified as SunTrust Mortgage, Inc., d/b/a Sun America Mortgage, (ii) the "Trustee" is identified as State Street Title Group, LLC, and (iii) Mortgage Electronic Registration Systems, Inc. ("MERS") is appointed nominee for the Lender, and its successors and assigns.[4]

[2] A copy of the Note, without any endorsements, was annexed to the Complaint as Exhibit A.
[3] A copy of the Deed of Trust was annexed to the Complaint as Exhibit B.
[4] See Deed of Trust, ¶ C, D, E.

9. On or about March 20, 2007, SunTrust Mortgage Inc. sold the Note and Deed of Trust (together, the "Loan") to Residential Funding Company, LLC ("RFC").

10. On or about March 28, 2007, RFC, as Master Servicer and Sponsor, placed the Loan into the RALI Series 2007-QS5 trust (the "Trust"). Deutsche Bank Trust Company Americas ("Deutsche Bank") was appointed as Trustee for the benefit of the Trust, RFC was appointed as master servicer for the benefit of the Trust, and Wells Fargo was named the Custodian for the benefit of the Trust.

11. SunTrust Mortgage, Inc. acted as the sub-servicer of Plaintiff's mortgage loan. In connection with our investigation, I was furnished with a copy of a Limited Power of Attorney, dated on or about February 7, 2007, executed by SunTrust Mortgage Inc. appointing SunTrust Banks, Inc. as its attorney-in-fact for certain limited purposes. A copy of the Limited Power of Attorney is annexed hereto as Exhibit 1.

12. SunTrust Mortgage, Inc. endorsed the Note in blank, and the Note in this form was delivered to RFC on or about March 20, 2007. Subsequently, Wells Fargo, in its capacity as Custodian for the Trust, completed the endorsement of the Note (i) from SunTrust Mortgage, Inc. d/b/a Sun America Mortgage to RFC, and (ii) from RFC to Deutsche Bank Trust Company Americas. Upon information and belief, each of these endorsements took place by May 9, 2007. Copies of these Notes are annexed hereto as Exhibits 2, 3, and 4.

13. In June 2009, Wilson ceased making any payments on the loan.[5]

14. On or about November 18, 2009,[6] SunTrust Mortgage, Inc. d/b/a Sun America Mortgage executed an Assignment of Note and Deed of Trust, purporting to assign the

[5] See Affidavit Pursuant to NCGS 45-21.16(d) and 45-21.16C(a), executed by Annette Holman-Foreman, Vice President of SunTrust Mortgage, Inc., on October 27, 2009, annexed to the Complaint as Exhibit G.

Note and Deed of Trust to SunTrust Bank effective as of March 1, 2007 (the "Assignment").[7] The Assignment does not appear to have been recorded in the Cabarrus County Register of Deeds.

15. On or about October 21, 2009, SunTrust Bank executed an Appointment of Substitute Trustee, appointing Substitute Trustee Services, Inc., as successor in interest to the original trustee, State Street Title Group, LLC. The Appointment of Substitute Trustee was recorded in Cabarrus County Register of Deeds on November 18, 2009.[8]

16. On October 27, 2010, Wilson filed a complaint with the NC Commissioner of Banks, asserting that "I recently discovered that the foreclosure action brought against me was done illegally in that Suntrust bank [sic] was claiming to be the holder in due course and have standing, however, through contacting the servicer and MERS, both sources confirmed that is not the case, and the noted Investor and supposed 'holder in due course' (the party that should be bringing the foreclosure action) is actually Residential Funding Corporation." A copy of the complaint is annexed hereto as Exhibit 5.

17. On November 30, 2010, the Report of Foreclosure Sale was filed in the General Court of Justice, Cabarrus County, reflecting that SunTrust Bank, c/o SunTrust Mortgage, Inc. was the Purchaser and Highest Bidder.[9]

18. On November 30, 2010, Substitute Trustee Services, Inc., by and through its counsel Hutchens, Senter & Britton, P.A., executed an Assignment of Bid, assigning the bid

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[6] While the Assigment from SunTrust Mortgage, Inc to SunTrust Bank was executed on or about November 18, 2009, it appears that (i) SunTrust Mortgage, Inc. had previously endorsed the note to RFC, and (ii) SunTrust Bank executed certain documents before that date as the holder of the Note.

[7] A copy of the Assignment was annexed to the Complaint as Exhibit H (the bottom of the page appears to be cut off) and to the Motion to Dismiss as Exhibit 4 (this version includes the signature on the assignment). The Assignment was prepared by Hutchens, Senter & Britton, P.A.

[8] A copy of the Appointment of Substitute Trustee was annexed to the Complaint as Exhibit F. The Appointment of Substitute Trustee was prepared by Hutchens, Senter & Britton, P.A.

[9] A copy of the Report of Foreclosure Sale/Resale was annexed to the Motion to Dismiss as Exhibit 6.

from SunTrust Bank to Deutsche Bank Trust Company Americas as Trustee Residential Funding Company, LLC fka Residential Funding Corporation Attorney in Fact.[10]

19. On November 30, 2010, Substitute Trustee Services, Inc. executed a Trustee's Deed, reflecting that the Property was sold to Deutsche Bank Trust Company Americas.[11] The Trustee's Deed was recorded in the Cabarrus County Register of Deeds on February 7, 2011.

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

Dated: May 29, 2014

/s/ Lauren Graham Delehey
Lauren Graham Delehey
Chief Litigation Counsel for The ResCap Liquidating Trust

[10] A copy of the Assignment of Bid was annexed to the Motion to Dismiss as Exhibit 6.
[11] A copy of the Trustee's Deed was annexed to the Motion to Dismiss as Exhibit 6.

Exhibit 1

Limited Power of Attorney

SUNTRUST MORTGAGE, INC. ("SunTrust Mortgage") does hereby make, constitute and appoint SUNTRUST BANKS, INC. ("SunTrust Banks") to be the true and lawful attorney-in-fact for SunTrust Mortgage through its duly authorized representatives, and in the name, place, and stead of SunTrust Mortgage to indorse promissory notes and other negotiable instruments made payable to SunTrust Mortgage, or presented to or received by SunTrust Banks, in the name of SunTrust Mortgage, giving and granting to the said attorney by these presents full power and authority to have, use, and take all lawful ways and means in the name of SunTrust Mortgage for the purpose aforesaid; and, generally, all other acts necessary to be done, for SunTrust Mortgage and in the name of SunTrust Mortgage, to do, execute, and perform as fully and effectually as SunTrust Mortgage might do if personally present, hereby ratifying and confirming all that the attorney shall do by virtue of these presents.

By executing this Limited Power of Attorney, SunTrust Banks hereby agrees to and accepts the appointment as attorney-in-fact as defined and described in this Limited Power of Attorney.

This Limited Power of Attorney shall remain in full force and effect until written notice of revocation from SunTrust Mortgage shall be received by SunTrust Banks.

For SunTrust Mortgage, Inc.

By: _____

John R. Purcell, Jr. (SEAL)

Its: *Senior Vice President*

City/County of Richmond
Commonwealth of Virginia
The foregoing instrument was acknowledged before me this 12th day of Feb., 2001, by John R. Purcell, JR..

_____
Notary Public
My commission expires: 9-31-2010

For SunTrust Banks, Inc.

By: _____

Brenda C. Morgan (SEAL)

Its: *Senior Vice President*

Exhibit 2

EXHIBIT A

AP# WILS00039041983
LN# 0039041983
MIN: 1000104-0039041983-4

NOTE

January 18, 2007 (Date) | Atlanta (City) | Georgia (State)

7801 PINECROFT COURT ,HARRISBURG,NC 28075
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 296,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is

SunTrust Mortgage, Inc. d/b/a Sun America Mortgage,
a Virginia Corporation

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

I understand that the Lender may transfer this Note. The 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 6.7500 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(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 payment on the 1st day of each month beginning on March 1, 2007 . 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 February 1, 2037 , 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 SunTrust Mortgage, Inc., P.O. Box 79041, Baltimore, MD 21279-0041 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. $ 1,919.85

4. 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 the Note.

I may make a full Prepayment or partial Prepayments without paying a 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 the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

EXHIBIT A

AP# WILS00039041983
LN# 0039041983

5. 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 which 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.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 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 4.00 % 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 which 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.

7. 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.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or 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.

8. 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.

9. 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.

EXHIBIT A

AP# WILS00039041983
LN# 0039041983

10. 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 which might result if I do not keep the promises which 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 are described as follows:

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.

If Lender exercises this option, 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.

_____ (Seal) -Borrower	Jennifer L Wilson (Seal) JENNIFER L WILSON -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

[Sign Original Only]

Exhibit 3

WILSON

AP#
LN#
MIN: [redacted]

NOTE

January 18, 2007 [Date] | Atlanta [City] | Georgia [State]

7801 PINECROFT COURT ,HARRISBURG,NC 28075
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 296,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is

SunTrust Mortgage, Inc. d/b/a Sun America Mortgage,
a Virginia Corporation

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

I understand that the Lender may transfer this Note. The 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 6.7500 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(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 payment on the 1st day of each month beginning on March 1, 2007 . 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 February 1, 2037 , 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 SunTrust Mortgage, Inc., P.O. Box 79041, Baltimore, MD 21279-0041 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. $ 1,919.85

4. 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 the Note.

I may make a full Prepayment or partial Prepayments without paying a 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 the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

AP# [redacted]
LN#

5. 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 which 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.

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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 which 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.

7. 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.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or 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.

8. 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.

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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.

Initials:

AP# [redacted]
LN#

10. 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 which might result if I do not keep the promises which 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 are described as follows:

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.

If Lender exercises this option, 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.

_____ (Seal) -Borrower

Jennifer L Wilson (Seal) -Borrower
JENNIFER L WILSON

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

Without Recourse
PAY TO THE ORDER OF

SunTrust Mortgage, Inc.
d/b/a SunAmerica Mortgage

BY: Brenda Bernard
Brenda Bernard
Asst. Vice President

[Sign Original Only]

Exhibit 4

WILSON

AP# WILS00039041983
LN# 0039041983
MIN: 1000104-0039041983-4

NOTE

January 18, 2007 [Date] | Atlanta [City] | Georgia [State]

7801 PINECROFT COURT ,HARRISBURG,NC 28075
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 296,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is

SunTrust Mortgage, Inc. d/b/a Sun America Mortgage,
a Virginia Corporation

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

I understand that the Lender may transfer this Note. The 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 6.7500 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(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 payment on the 1st day of each month beginning on March 1, 2007 . 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 February 1, 2037 , 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 SunTrust Mortgage, Inc., P.O. Box 79041, Baltimore, MD 21279-0041 or at a different place if required by the Note Holder.

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4. BORROWER'S RIGHT TO PREPAY

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I may make a full Prepayment or partial Prepayments without paying a 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 the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

AP# WILS00039041983
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5. 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 which 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.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 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 4.00 % 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 which 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.

7. 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.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or 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.

8. 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.

9. 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.

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10. 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 which might result if I do not keep the promises which 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 are described as follows:

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.

If Lender exercises this option, 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.

_____ (Seal) -Borrower	_____ (Seal) JENNIFER L WILSON -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

Without Recourse
PAY TO THE ORDER OF
RESIDENTIAL FUNDING COMPANY, LLC
SunTrust Mortgage, Inc.
d/b/a SunAmerica Mortgage
BY: Brenda Bernard
Brenda Bernard
Asst. Vice President

PAY TO THE ORDER OF
Deutsche Bank Trust Company Americas as Trustee
WITHOUT RECOURSE
Residential Funding Company, LLC
BY Judy Faber
Judy Faber, Vice President

[Sign Original Only]

Exhibit 5

NC Commissioner of Banks
Online Consumer Complaint Form

Your complaint has been electronically submitted, please make a note of the 'File Number' for future correspondence.

Instructions: You may print this page for your records and mail it with relevant documents (copies only, no originals please) to:

NC Commissioner of Banks
4309 Mail Service Center
Raleigh, NC 27699-4309

OR

fax to: ***(919) 733-6918***

If you need further assistance, please contact the NC Commissioner of Banks Toll Free Recorded Information Line at (888) 384-3811.

Information submitted on this complaint form may be treated as public information under the North Carolina Public Information Act.

File Number: **2010-3229**
Date of Complaint: 10/27/2010

Type of Complaint:

Have you ever filed a complaint with us before? No
Is this complaint related to your mortgage?: Yes
Are you behind on your mortgage or are you concerned that you will be soon?: Yes
Do you have a foreclosure hearing scheduled?: No
Have you made a loss mitigation request to your mortgage company?: Yes
What date did you send in the loss mitigation request?: 12/12/2009

Complainant: Ms. Jennifer Wilson
7801 Pinecroft Court
Harrisburg, NC 28075
Cabarrus
H. 704-773-1712
jlw_rivera@yahoo.com

Respondent: Suntrust Bank/Mortgage & Hutchens Senter & Britton as Trustee

Address/Location: 7801 Pinecroft Court — 0039041983 FIC 11/15/10
Harrisburg, NC 28075
Cabarrus

Phone: 910-864-3068

Tried To Resolve: Yes
Contact: Customer Service/Trustee
Method: Fax
Date: 11/15/2010

What type of product is this complaint regarding?: Mortgage Loan

Complaint Narrative: I have a Foreclosure sale scheduled for Monday November 1, 2010 at 12:30. I recently discovered that the foreclosure action brought against me was done illegally in that Suntrust bank was claiming to be the holder in due course and have standing, however, through contacting the servicer and MERS, both sources confirmed that is not the case, and the noted Investor and supposed "holder in due course" (the party that should be bringing the foreclosure action)is actually Residential Funding Corportion. I have noticed both the bank, mortgage company and trustee, however, it appears as though they will continue to move forward with the sale (Same situation on my rental property that they took to sale yesterday despite being notified of the illegality via FAX and Certified Mail, however the supposed owner and holder in due course on this mortgage loan is FANNIE MAE).

Proposed Resolution: I would like assistance in stopping the sale, which based on the NEWS, relevant North Carolina General Statutes and recent Court cases being ruled on in Florida, New York, California, Tennessee, Kansas, and Ohio indicates is illegal. I would like for the real party in interest (proven through proper assignment and requirements for holder in due course) to bring the action against me, as the law requires, which will hopefully buy me some time to either get back on my feet to modify the loan, or find a buyer and complete a short sale.

Are you working with a consumer counseling agency on this issue? No

I certify that all information supplied by me is true to the best of my knowledge and I accept all responsibility for the content of the complaint.

I also certify that the Commissioner of Banks staff members are authorized to speak on my behalf regarding my loan or account with your company and to receive any documents relating to my loan or account upon request.