

CASE STUDY

1

Case Study 1

Borrower: Dacruz, Marcia and Policarpo, 36 Hooper Farm Road, Nantucket, MA
Land Court Case 10-MISC-423834 filed March 2, 2010

Attached Documents:

- A. Mortgage (first two pages) to MERS as “Mortgagee” dated October 14, 2005;
- B. Default/Right to Cure letter dated July 19, 2009;
- C. Mortgagee’s Affidavit dated February 26, 2010;
- D. Assignment of Mortgage dated March 4, 2010

Summary:

The July 19, 2009 default/right to cure letter filed with 10-MISC-423834 is from “Wells Fargo Home Mortgage” (“WFHM”).

On July 19, 2009, the mortgagee was MERS.

Accordingly, the c. 244, s. 35A letter is not from the “mortgagee” as required by c. 244, s. 35(g).

The Assignment of Mortgage, dated March 4, 2010, purports to be from MERS to “Bank of America National Association” (“BOA”).

Accordingly, the July 19, 2009 c. 244, s. 35A letter fails to properly identify the name and address of the mortgagee (or one holding thereunder) as required by c. 244, s. 35A(h)(4).

The letter identifies the loan originator as “N/A” despite the fact that the loan originator appears on the mortgage as “Mortgage Network, Inc.”. See p. 2 of the mortgage. Accordingly, the c. 244, s. 35A letter fails to properly identify the name of the loan originator as required by c. 244, s. 35A(h)(5).

The Mortgagee’s Affidavit was purportedly “[s]igned under the pains and penalties of perjury” by one “Xee Moua” as “Vice President of Loan Documentation” for “Plaintiff(s): Bank of America, National Association”.¹

Ms. Moua represented – under oath – that she was 1.) authorized to act “by and on behalf of either the Mortgagee or one holding under the Mortgage”, and that 2.) she, or a prior holder of the mortgage, had caused to be mailed to the borrower the required default/right to cure notice in compliance with c. 244, s. 35A. No evidence of Ms. Moua’s authority to execute documents as an officer of BOA was provided with the Mortgagee’s Affidavit.

¹ Xee Moua, a college drop-out and former customer service representative at a home décor business, is a known “robo-signer” of foreclosure documents evidenced by at least one sworn deposition that she gave on March 9, 2010 in the case of *Wells Fargo Bank v. Stipek* (Case No. 50 2009 CA 012434; 15th JCA, FL Case No. 50 2009 CA 012434) wherein she admits to signing hundreds of documents a day for various entities, that she has little or no knowledge of the content of the documents she signs or her authority to execute same and that she executes documents outside of the presence of notaries, etc. See also <http://www.bloomberg.com/news/2010-11-01/wells-fargo-foreclosure-robo-signer-draws-maryland-dismissal-motion.html>.

Ms. Moua's assertion that she was authorized to act "by and on behalf of either the Mortgagee or one holding under the Mortgage" was false. On February 26, 2011 when she signed the Mortgagee's Affidavit on behalf of BOA, there is no evidence that Moua was authorized to act on "behalf of the mortgagee or one holding under the mortgage". On February 26, 2011, MERS was the mortgagee. There is no evidence that BOA was "holding under" MERS on February 26, 2011. Ms. Moua's assertion that she "or a prior holder" caused a notice in compliance with c. 244, s. 35A to be sent to the borrower was false for the reasons stated herein.

Given the foregoing, Ms. Moua's sworn statement(s) on the Mortgagee's Affidavit was/were false and untrue when they were made, and, with the help and cooperation of the law firm that filed the pleadings with the Land Court (Harmon Law Offices, PC) represents/represented a fraud as against the borrower as well as a fraud on the Land Court.

Current Status:

This property was foreclosed on February 10, 2011. The borrowers are currently defendants in a post-foreclosure eviction case in Nantucket District Court.

CS1-A



2005 00003726

Bk: 984 Pg: 120 Page: 1 of 18
Doc: MTG 10/19/2005 08:59 AM

Return To:
MORTGAGE NETWORK, INC.
WHOLESALE DIVISION
600 ROUNDWOOD DRIVE
SCARBOROUGH, ME 04074

Prepared By:
MORTGAGE NETWORK, INC.
300 ROSEWOOD DRIVE
DANVERS, MASSACHUSETTS 01923

[Space Above This Line For Recording Data]

MORTGAGE

MIN 100060677001480094

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 **October 14, 2005**, together with all Riders to this document.

(B) "Borrower" is
POLICARPO DACRUZ AND MARCIA DACRUZ, HUSBAND AND WIFE

Borrower is the mortgagor 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 mortgagee 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.
7700148009

MASSACHUSETTS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3022 1/01

VMP-6A(MA) (0401)

Page 1 of 15

Initials: M.D. PS

VMP Mortgage Solutions (800)521-7291



(D) "Lender" is
MORTGAGE NETWORK, INC.

Lender is a **CORPORATION**

organized and existing under the laws of **THE STATE OF MASSACHUSETTS**

Lender's address is **300 ROSEWOOD DRIVE**

DANVERS, MASSACHUSETTS 01923

(E) "Note" means the promissory note signed by Borrower and dated **October 14, 2005**

The Note states that Borrower owes Lender **Six Hundred Nine Thousand and No/100 -----**

Dollars

(U.S. \$ **609,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **November 1, 2035**

(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]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input checked="" type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(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

7700148009

VMP-6A(MA) (0401)

Page 2 of 15

Initials: 

Form 3022 1/01

CS1-B

Wells Fargo Home Mortgage
P.O. Box 9039
Temecula, Ca 92589-9039

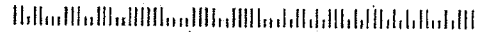


2222232114

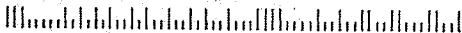
10 MAR -2 PM 3:19

July 19, 2009

246708DAY90/MA



MARCIA DACRUZ



Dear Borrower(s):

RE: Loan Number [REDACTED]

Our records indicate that your loan is in default. Unless the payment on your loan can be brought current by October 17, 2009 it will become necessary to accelerate your Mortgage and pursue the remedies provided for in your Mortgage. The total delinquency against your account as of today's date is as follows:

Past Due Payments
Late Charge Balance
Other Fees
Suspense Balance
Total delinquency as of July 19, 2009

\$
\$
\$
\$
\$
\$



To avoid the possibility of acceleration, you must pay this amount plus any additional monthly payments, late charges and other charges that may be due under applicable law after the date of this notice and on or before October 17, 2009 in CERTIFIED funds, to Wells Fargo Home Mortgage, 1 Home Campus, X2302-04A, Des Moines, IA 50328 (1-800-416-1472).

If funds are not received by the above stated time, we will proceed with acceleration. Once acceleration has occurred, we may take steps to terminate your ownership in the property by a foreclosure proceeding or other action to seize the home or pursue any other remedy permitted under the terms of your Mortgage.

If you would like to discuss the present condition of your loan or if you disagree that a default has occurred or the amount of the default, please contact our LOAN SERVICE REPRESENTATIVES at 1-800-416-1472, Monday through Friday from 8:00 A.M. to 8:00 P.M. Central Time.

Financial assistance may be available to you from programs operated by the State or Federal Government. Below is a list of Government agencies that you may wish to contact or ascertain whether you qualify for assistance.

Massachusetts Division of Banks	800-495-2265 x 1501
Neighborworks HOPE Hotline	888-995-4673
HUD Approved Housing Counseling	800-569-4287
Veterans Administration	800-827-1000

The name of the person that originated your loan is N/A. The current mortgagee is Wells Fargo Home Mortgage, Written Customer Contact P.O. Box 10335 Des Moines, IA 50306.

You have the right to reinstate your Mortgage Loan and Mortgage Deed of Trust after acceleration. However, any future negotiations attempting to reinstate your loan or any payment of less than the full amount due shall not constitute Wells

Fargo Bank, N.A.'s waiver of acceleration unless agreed to, in writing, by Wells Fargo Bank, N.A. and payments may be returned. If foreclosure is initiated, you will have the right to refute the existence of the default or offer any other defense to acceleration you may deem appropriate. You have the right to bring a court action to assert the non-existence of the default or any other defense you have to acceleration and sale.

This communication is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge of this debt in bankruptcy or are currently in a bankruptcy case, this notice is not intended as an attempt to collect a debt and, this company has a security interest in the property and will only exercise its rights as against the property.

Sincerely,

Wells Fargo Home Mortgage
Default Management Department

CSI-C

COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT

10 MAR -2 PM 3:19

MORTGAGEE'S AFFIDAVIT
Under Chapter 206 of the Acts of 2007
(as amended by Chapter 244 of the Acts of 2007)

Defendant(s)/Mortgagor(s): POLICARPO DACRUZ
MARCIA DACRUZ

C 10 MISC 423834



Bank of America, National Association

Property Address: 36 HOOPER FARM ROAD
NANTUCKET, MA 02554

1) The undersigned makes oath and says that it is (check one):

- ☐ The Mortgagee of the Mortgage which is the subject of this proceeding; or
☐ One who holds under the Mortgage; or
☒ One who is authorized to act by and on behalf of either the Mortgagee or one holding under the Mortgage;

AND

2) The undersigned further makes oath and says that (check one):

☒ The undersigned or a prior holder of the Mortgage has caused to be mailed the Notice(s) to Defendant(s)/Mortgagor(s) in compliance with Section 11 of Chapter 206 of the Acts of 2007, as amended;

OR

☐ Notice has not been sent because no notice is required under Section 11(e) of Chapter 206 of the Acts of 2007.

Signed under the pains and penalties of perjury this 26 day of February, 2010.

Plaintiff(s)

By: Bank of America, National Association

Name: _____

Xee Moua

Title: Vice President of Loan Documentation

CSI-D



2010 00000642

Bk: 1222 Pg: 190 Page: 1 of 1
Doc: A68 03/11/2010 11:21 AM

ASSIGNMENT OF MORTGAGE

Mortgage Electronic Registration Systems, Inc., P.O. Box 2026, Flint, MI 48501, holder of a mortgage from Policarpo Dacruz and Marcia Dacruz to Mortgage Electronic Registration Systems, Inc. dated October 14, 2005, recorded with the Nantucket County Registry of Deeds at Book 984, Page 120 assigns said mortgage to Bank of America, National Association, 101 South Tryon Street Charlotte, NC 28255, without recourse.

IN WITNESS WHEREOF, the said Mortgage Electronic Registration Systems, Inc. has caused its corporate seal to be hereto affixed and these presents to be signed, in its name and behalf by John Kennerty,
this 4th day of March, 2010

Mortgage Electronic Registration Systems, Inc.

By:

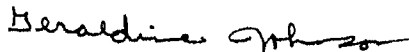

John Kennerty, Assistant Secretary

The State of South Carolina

York County, ss

March 4th, 2010

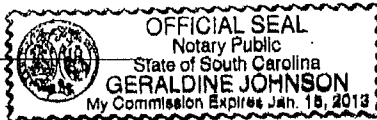
On this 4th day of March, 2010, before me, the undersigned notary public, personally appeared John Kennerty, proved to me through satisfactory evidence of identification, which were Personal Knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Capacity: (as Assistant Secretary)for Mortgage Electronic Registration Systems, Inc.)


(Affix Seal)

Notary Signature

My commission expires: _____



201002-2090

NANTUCKET COUNTY Received & Entered
Attest: Jennifer H. Ferrarini, Registrar of Deeds

Property Address: 36 Hooper Farm Road, Nantucket, MA 02554

CASE STUDY

2

Case Study 2

Borrower: Ranney, Robert F., 6 West Way, Nantucket, MA²
Land Court Case 11-MISC-448722 filed May 23, 2010

Attached Documents:

- A. Mortgage (first two pages) to MERS as “Mortgagee” dated August 19, 2005;
- B. Default/Right to Cure letter dated October 17, 2010 (redacted and clean copy);
- C. Unsigned Mortgagee’s Affidavit dated April 6, 2011;
- D. Mortgage Assignment dated April 26, 2011

Summary:

The copy of the c. 244, s. 35A default/right to cure letter filed in 11-MISC-448722 has the date redacted so it would be impossible to determine compliance with the requirements of c. 244, s. 35A based on this filing. A clean copy obtained directly from the loan servicer is attached which shows the date of the letter as October 17, 2010. The

The October 17, 2010 c. 244, s. 35A default/right to cure letter is from America’s Servicing Company (“ASC”).

Accordingly, the c. 244, s. 35A letter is not from the “mortgagee” as required by c. 244, s. 35(g).

The October 17, 2010 c. 244, s. 35A letter identifies “Deutsche Bank as Trustee for Morgan Stanley Loan **Trust 2005-11AR**” (“**the 2005-11AR Trust**”) as the “current mortgagee”.

On October 17, 2010, the mortgagee was MERS.

MERS purportedly assigned the mortgage on April 26, 2011 to “Deutsche Bank as Trustee of Morgan Stanley Loan **Trust 2005-7**” (“**the 2005-7 Trust**”). Accordingly, the name and address of the mortgagee (or one holding thereunder) is not properly identified in the c. 244, s. 35A letter as required by c. 244, s. 35A(h)(4).

11-MISC-448722 was brought in the name of the 2005-7 Trust. Why there are two (2) different trusts named in various documents is unexplained.

The default/right to cure letter also fails to identify the loan originator – at all. It identifies the loan originator as “N/A”. This is despite the fact that the mortgage itself identifies the loan originator as “Quicken Loans, Inc.” See p. 2 of mortgage. Accordingly, the c. 244, s. 35A letter fails to properly identify the name of the loan originator as required by c. 244, s. 35A(h)(5).

The Mortgagee’s Affidavit was purportedly “[s]igned under the pains and penalties of perjury” on April 6, 2011 by “Nicole Miles-Todd” as “Vice President of Loan Documentation” for the 2005-7 Trust. No physical signature however appears on the Mortgagee’s Affidavit.

² The borrower is the author’s brother.

Ms. Miles-Todd represented – under oath – that she was 1.) authorized to act “by and on behalf of either the Mortgagee or one holding under the Mortgage”, and that 2.) she, or a prior holder of the mortgage, had caused to be mailed to the borrower the required default/right to cure notice in compliance with c. 244, s. 35A. No evidence of Ms. Miles-Todd’s authority to sign documents for Deutsche Bank as Trustee for the 2005-7 Trust as “Vice President of Loan Documentation” was provided with the Mortgagee’s Affidavit.

On April 6, 2011 when she signed the Mortgagee’s Affidavit on behalf of Trust 2005-7, there is no evidence that Miles-Todd was authorized to act on “behalf of the mortgagee or one holding under the mortgage”. On April 6, 2011 MERS was the mortgagee. There is no evidence that the 2005-11AR Trust or the 2005-7 Trust was “holding under MERS on April 6, 2011. Ms. Miles-Todd’s assertion that she “or a prior holder” caused a notice in compliance with c. 244, s. 35A to be sent to the borrower was false for the reasons stated herein.

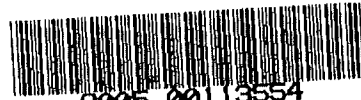
Since there was no compliance with c. 244, s. 35A, Ms. Miles-Todd’s sworn statement(s) on the Mortgagee’s Affidavit therefore was/were false and untrue when they were made, and, with the help and cooperation of the law firm that filed the pleadings with the Land Court (Harmon Law Offices, PC) represents/represented a fraud as against the borrower as well as a fraud on the Land Court.

Current Status:

The borrower has filed a Motion for Reconsideration in 11-MISC-448722 (Scheier, C.J.) relative to the application of c. 244, s. 35A to Servicemembers cases. A foreclosure auction has been advertised for February 23, 2011.

CS2-A

Return To:
Sharyn Labby
Quicken Loans Inc.
20555 Victor Parkway
Livonia, MI 48152



2005 00113554
Cert: 20175 Doc: MTG
Registered: 09/28/2005 02:56 PM

Prepared By:
Tahani Kasham

Title Source, Inc.
1450 W Long Lake
Suite 400
Troy, MI 48098

LS/A 1468419

[Space Above This Line For Recording Data]

4675572787

MORTGAGE

MIN 100039046755727878

C1938704

R# 1950/95

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 August 19, 2005, together with all Riders to this document.

(B) "Borrower" is Robert F. Ranney, an unmarried man

Borrower is the mortgagor 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 mortgagee 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.

MASSACHUSETTS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS Form 3022 1/01
676877972

VMP-6A(MA) (0401)

Page 1 of 16

Initials: *PR*

VMP Mortgage Solutions (800)521-7291



q46755727870233

(D) "Lender" is Quicken Loans Inc.

Lender is a Corporation

organized and existing under the laws of the State of Michigan
Lender's address is 20555 Victor Parkway, Livonia, MI 48152

(E) "Note" means the promissory note signed by Borrower and dated August 19, 2005
The Note states that Borrower owes Lender Seven Hundred Ten Thousand and 00/100

Dollars

(U.S. \$710,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 1, 2035

(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]:

☐ Adjustable Rate Rider
☐ Balloon Rider
☐ VA Rider

☐ Condominium Rider
☐ Planned Unit Development Rider
☐ Biweekly Payment Rider

☐ Second Home Rider
☐ 1-4 Family Rider
☒ Other(s) [specify] *Legal*

(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

CS 2 - B

LAND COURT
FILED

2011 MAY 23 PM 1:30



P.O. Box 1225
Charlotte, NC 28201-1225

Date: [REDACTED]

ROBERT F RANNEY
[REDACTED]
[REDACTED]

Certified Article Number

7160 3901 9848 3192 4401

SENDERS RECORD

"This is an important notice concerning your right to live in your home. Have it translated at once."

Dear Borrower(s)

Re: [REDACTED]

Our records indicate that your loan is in default. Unless the payment on your loan can be brought current by [REDACTED] it will become necessary to accelerate your Mortgage and pursue the remedies provided for in your Mortgage. The total delinquency against your account as of today's date is as follows:

Past Due Payments	\$	[REDACTED]
Late Charge Balance	\$	[REDACTED]
Other Fees	\$	[REDACTED]
Suspense Balance	\$	[REDACTED]
Total Delinquency as of [REDACTED]	\$	[REDACTED]

To avoid the possibility of acceleration, you must pay this amount plus any additional monthly payments, late charges and other charges that may be due under applicable law after the date of this notice and on or before [REDACTED] in CERTIFIED funds, to America's Servicing Company, 1200 W 7th Street, Suite L2-200, Los Angeles, CA 90017, (1-800-842-7654).

If funds are not received by the above stated time, we will proceed with acceleration. Once acceleration has occurred, we may take steps to terminate your ownership in the property by a foreclosure proceeding or other action to seize the home or pursue any other remedy permitted under the terms of your Mortgage.

If you would like to discuss the present condition of your loan or if you disagree that a default has occurred or the amount of the default, please contact our LOAN SERVICE REPRESENTATIVES at 1-800-842-7654, Monday through Friday from 8:00 A.M. to 8:00 P.M. Central Time.

Financial assistance may be available to you from the Homeownership Preservation Foundation or other foreclosure counseling agency. Below is a list of agencies that you may wish to contact or ascertain whether you qualify for assistance.

Homeownership Preservation Foundation	(888) 995-4673
HUD Approved Housing Counseling	(800) 569-4287
Veterans Administration	(800) 827-1000

LAND COURT
FILED
2011 MAY 23 PM 1:30

The name of the person that originated your loan is N/A.

The current mortgagee is Deutsche Bank National Trust Company, Trustee Morgan Stanley Mortgage Loan Trust
2005-11AR, 1761 East St. Andrew Place, Santa Ana, CA 92705.

You have the right to reinstate your Mortgage Loan and Mortgage or Deed of Trust after acceleration. You may redeem the property by paying the total amount due prior to the foreclosure sale. However, any future negotiations attempting to reinstate your loan or any payment of less than the full amount due shall not constitute America's Servicing Company's waiver of acceleration unless agreed to, in writing, by America's Servicing Company and payments may be returned. If foreclosure is initiated, you will have the right to refute the existence of the default or offer any other defense to acceleration you may deem appropriate. You have the right to bring a court action to assert the non-existence of the default or any other defense you have to acceleration and sale. You may be evicted from the home after a foreclosure sale.

You may sell the property prior to the foreclosure sale and use the proceeds to pay off the mortgage. Depending on the terms of the residential mortgage, you may have the following additional rights: (i) to refinance the obligation by obtaining a loan which would fully repay the residential mortgage debtor; and (ii) to voluntarily grant a deed to the residential mortgage lender in lieu of foreclosure.

Sincerely,

America's Servicing Company
Default Management Department

This communication is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge of this debt in bankruptcy or are currently in a bankruptcy case, this notice is not intended as an attempt to collect a debt and, this company has a security interest in the property and will only exercise its rights as against the property.

CS2-C

COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT

LAND COURT
FILED
2011 MAY 23 PM 1:30

MORTGAGEE'S AFFIDAVIT

Under Massachusetts General Laws, Chapter 244, Section 35A, as amended St. 2010,
Chapter 258, Section 7.

Case No.

11 MISC 448722



Deutsche Bank National Trust Company

Defendant(s)/Mortgagor(s):

Robert F. Ranney

Property Address: 6 WEST WAY, NANTUCKET

1) The undersigned makes oath and says that it is (check one):

- ☐ The Mortgagee of the Mortgage which is the subject of this proceeding; or
☐ One who holds under the Mortgage; or
☒ One who is authorized to act by and on behalf of either the Mortgagee or one
holding under the Mortgage;

AND

2) The undersigned further makes oath and says that (check one):

☒ The undersigned or a prior holder of the Mortgage has caused to be mailed the
Notice(s)* to Defendant(s)/Mortgagor(s) in compliance with Massachusetts General Laws, Chapter 244,
Section 35A, as amended;

OR

☐ No notice has been sent because no notice is required under Massachusetts General Laws,
Chapter 244, Section 35A, as amended

Signed under the pains and penalties of perjury this 6 day of April, 2011.

Plaintiff(s) Deutsche Bank National Trust Company, as Trustee for Morgan Stanley Loan Trust 2005-7

By:

Name: Nicole Miles-Todd

Title: Vice President of Loan Documentation

* COPY OF CHAPTER 244, SECTION 35A NOTICE ATTACHED

Office

File

No.

(If

Available)

201103-1806/FCL/YEL



Cert: 20175 Doc: A88
Registered: 05/12/2011 10:37 AM

CS2-D

ASSIGNMENT OF MORTGAGE

Mortgage Electronic Registration Systems, Inc., (MERS) as nominee for Quicken Loans Inc., its successors and assigns, 1901 E. Voorhees Street, Suite C, Danville, IL 61834, holder of a mortgage

from Robert F. Ranney, an unmarried man

to Mortgage Electronic Registration Systems, Inc., as nominee for Quick Loans Inc., its successors and assigns.

dated August 19, 2005, registered on September 28, 2005 with the Nantucket County Registry District of the Land Court as Document No. 00113554 as noted on Certificate of Title No. 20175

assigns said mortgage to Deutsche Bank National Trust Company, as Trustee for Morgan Stanley Loan Trust 2005-7, 300 South Grand Avenue, Los Angeles, CA 90017, without recourse.

IN WITNESS WHEREOF, the said Mortgage Electronic Registration Systems, Inc. has caused its and these presents to be signed, in its name and behalf by Shelaya Glass, Assistant Secretary,

this 26 day of April, 2011

Mortgage Electronic Registration Systems, Inc.

By:

Shelaya Glass
Shelaya Glass
Assistant Secretary

State of Minnesota
County of Dakota, ss

On this 26th day of April, 2011, before me, the undersigned notary public, personally appeared Shelaya Glass, Assistant Secretary for Mortgage Electronic Registration Systems, Inc., proved to me through satisfactory evidence of identification, which were driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Capacity: (as Assistant Secretary for Mortgage Electronic Registration Systems, Inc.)

Notary Signature Tae Hoony Chin

My commission expires: 01-31-2013

(Affix Seal)



Property Address: 6 West Way, Nantucket, MA 02554

CASE STUDY

3

Case Study 3

Borrower: Issokson, Daniel, I., 11 Tom Nevers Road, Nantucket, MA
Land Court Case 09-MISC-418340 filed December 11, 2009

Attached Documents:

- A. Mortgage (first two pages) to MERS as “Mortgagee” dated November 21, 2007;
- B. Default/Right to Cure letter dated August 12, 2009;
- C. Mortgagee’s Affidavit dated November 12, 2009;
- D. Mortgage Assignment dated November 16, 2009

Summary:

The August 12, 2009 c. 244, s. 35A default/right to cure letter is from IndyMac Mortgage Services. It is addressed to the borrower at “18 Bride Street, Nantucket, MA”. This is not a known address for the borrower.

Accordingly, the c. 244, s. 35A letter is not from the “mortgagee” as required by c. 244, s. 35(g).

The default/right to cure letter identifies “IndyMac Mortgage Services, a Division of OneWest Bank” (“IndyMac”) as the “current . . . mortgage holder”.

On August 12, 2009 the mortgagee was MERS.

MERS purportedly assigned the mortgage on November 16, 2009 to OneWest Bank, FSB.

Accordingly, the name and address of the mortgagee (or one holding thereunder) is not properly identified in the c. 244, s. 35A letter as required by c. 244, s. 35A(h)(4).

The Mortgagee’s Affidavit was purportedly “[s]igned under the pains and penalties of perjury” on November 12, 2009 by “Dennis Kirkpatrick” as “Vice President” for OneWest Bank. The Mortgagee’s Affidavit also stated that on November 12, 2009 the note and mortgage were held by OneWest Bank, FSB.

Mr. Kirkpatrick represented – under oath – that he was 1.) authorized to act “by and on behalf of either the Mortgagee or one holding under the Mortgage”, and that 2.) he, or a prior holder of the mortgage, had caused to be mailed to the borrower the required default/right to cure notice in compliance with c. 244, s. 35A.

On November 12, 2009 when he signed the Mortgagee’s Affidavit on behalf of OneWest Bank, FSB, there is no evidence that Mr. Kirkpatrick was authorized to act on “behalf of the mortgagee or one holding under the mortgage”. The mortgagee on November 12, 2009 was MERS. No evidence of Mr. Kirkpatrick’s authority to sign documents for MERS (or OneWest Bank, FSB as “Vice President”) was provided with the Mortgagee’s Affidavit. There is no evidence that OneWest Bank, FSB was “holding under” MERS on November 12, 2009. Mr. Kirkpatrick’s

assertion that he “or a prior holder” caused a notice in compliance with c. 244, s. 35A to be sent to the borrower was false for the reasons stated herein.

Given the foregoing, Mr. Kirkpatrick’s sworn statement(s) on the Mortgagee’s Affidavit was/were false and untrue when they were made, and, with the help and cooperation of the law firm that filed the pleadings with the Land Court (Ablitt Law Offices, PC) represents/represented a fraud as against the borrower as well as a fraud on the Land Court.

Current Status:

The borrower has filed a Motion for Reconsideration in 09-MISC-418340 (Long, J.) relative to the application of c. 244, s. 35A to Servicemembers cases.

CS3-A



2007 00122594
 Cert: 10811 Doc: MTG
 Registered: 12/12/2007 11:26 AM

Recording Requested by & Return To:
 US Recordings, Inc.
 c/o IntelliHub Solutions and Services
 11761 Interchange Drive, Suite B
 Louisville, KY 40229

75003412

[Space Above this Line For Recording Date]

Property Address; 11 Tom Nevers Road, Nantucket MA 02554

This is Torrens

10/8/11

MORTGAGE

TC051-131731

MIN: 100055401284942440

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 November 21, 2007, together with all Riders to this document.

(B) "Borrower" is DANIEL I ISSOKSON

Borrower is the trustor 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 mortgagee 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.

(D) "Lender" is INDYMAC BANK, F.S.B., A FEDERALLY CHARTERED SAVINGS BANK

Lender is a Federal Savings Bank organized and existing under the laws of United States of America. Lender's address is 155 NORTH LAKE AVENUE, PASADENA, CA 91101

(E) "Note" means the promissory note signed by Borrower and dated November 21, 2007. The Note states that Borrower owes Lender six hundred eighty thousand and NO/100ths Dollars (U.S. \$ 680,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than December 1, 2037.

Loan No: 128494244

Massachusetts Mortgage-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
 —THE COMPLIANCE SOURCE, INC.—
 www.compliance-source.com

Page 1 of 13

MERS Modified Form 3022 01/01
 14391MA 08/06 Rev. 01/04
 ©2003, The Compliance Source, Inc.



(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]*:

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Revocable Trust Rider | |
| <input type="checkbox"/> Other(s) <i>[specify]</i> | | |

(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. §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 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.

Loan No: 128494244

Massachusetts Mortgage-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
—THE COMPLIANCE SOURCE, INC.—
www.compliance-source.com

Page 2 of 13

MERS Modified Form 3022 01/01

14301MA 06/00 Rev. 01/04

©2003, The Compliance Source, Inc.



[Handwritten signature]

CS3-B

August 12, 2009

DANIEL ISSOKSON
18 BRIDE ST
NANTUCKET, MA 02554

Remit payment to: IndyMac Mortgage Services, a Division of OneWest Bank
P.O. Box 78826
Phoenix, AZ 85062

Toll free phone: 877-908-4357

Overnight payments to:

IndyMac Mortgage Services, a Division of OneWest Bank
6900 Beatrice Drive
Kalamazoo, MI 49009

Re: IndyMac Mortgage Services, a Division of OneWest Bank Mortgage Loan Number: 1010729794
Property Address: 11 TOM NEVRS RD
NANTUCKET, MA 02554

Dear DANIEL ISSOKSON:

This letter will serve as notice of your breach of the mortgage encumbering the above referenced property and designated by the above-referenced loan number.

You are in breach of the mortgage due to the failure to pay the monthly installments due. You have the right to cure the default through payment of the full amount that is past due. As of the date of this letter, the amount required to cure the default is \$15,443.23.

You have ninety (90) days from the date of this letter to cure the default. Because the amount past due may change over the ninety-day cure period, you must contact us to obtain the exact amount due prior to remitting payment.

If you fail to bring this account current within ninety days, the full balance of the loan will be accelerated and the current holder of the mortgage may take steps to terminate your rights to the property by foreclosure or other action to seize the property.

The current name and address of the mortgage holder is IndyMac Mortgage Services, a Division of OneWest Bank, 7700 W Parmer Lane, Austin, TX 78729. If you disagree with the the assertion that you are in default or disagree with the amount past due, you may contact Loan Resolution toll free at 877-908-4357.



Also, applicable law requires the disclosure of the following information:

If applicable, the name of current or former mortgage broker or loan originator; IndyMac Bank, FSB

You may be eligible for assistance from the Massachusetts Housing Finance Agency. The Division Of Banks has set up a hope hotline at (888) 995-4673 for assistance. If you are unable to reach a loan counselor at that number, you should call the division of banks at (800) 495-2265, extension 1501.

As of the date of this letter, the total balance secured by the mortgage is \$679,839.27.

You have the right to bring a court action to assert the non-existence of a default and any other defense you may have to acceleration and foreclosure.

Unless you notify this office within thirty (30) days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid.

Para ciertos prestamos que mantenemos somos requeridos por la Ley Federal a informar a prestatarios que procuramos coleccionar una deuda y que cualquier informacion obtenida sera utilizada para ese proposito. Si usted tiene cualquier pregunta con respecto a esta carta, por favor comuniquese con nosotros al numero 877-908-4357.

FOR CERTAIN LOANS THAT WE SERVICE, WE ARE REQUIRED BY FEDERAL LAW TO INFORM BORROWERS THAT WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION DOES NOT IMPLY THAT THIS IS AN ATTEMPT TO COLLECT MONEY FROM ANYONE WHOSE DEBT HAS BEEN DISCHARGED PURSUANT TO THE BANKRUPTCY LAWS OF THE UNITED STATES; IN SUCH INSTANCES, IT IS INTENDED SOLELY FOR INFORMATIONAL PURPOSES.

Sincerely,

IndyMac Mortgage Services, a Division of OneWest Bank
Loan Resolutions

CS3-C

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF THE TRIAL COURT

LAND COURT
FILED

2009 DEC 11 AM 10:33

MORTGAGEE'S AFFIDAVIT
Under Chapter 206 of the Acts of 2007
(as amended by Chapter 244 of the Acts of 2007)

09 MISC 418340

C



OneWest Bank, FSB

Defendant(s)/Mortgagor(s): Daniel I. Issokson

Property Address: 11 Tom Nevers Road, a/k/a 11 Tom Nevrs Road, Nantucket, MA
02554

(1) The undersigned makes oath and says that it is (check one):

- ☐ The Mortgagee of the Mortgage which is the subject of this proceeding; or
☐ One who holds under the Mortgage; or
☒ One who is authorized to act by and on behalf of either the Mortgagee or one holding under the Mortgage;

AND

(2) The undersigned further makes oath and says that (check one):

☒ The undersigned or a prior holder of the Mortgage has caused to be mailed the Notice(s) to Defendant(s)/Mortgagor(s) in compliance with Section 11 of Chapter 206 of the Acts of 2007, as amended (MGL ch. 244, section 35A);

OR

☐ No notice is required to be mailed under Section 11(e) of Chapter 206 of the Acts of 2007, as amended (MGL ch. 244, section 35A) for the reason that:

_____ The loan was accelerated prior to May 1, 2008;

_____ A notice was previously sent to the Defendant(s)/Mortgagor(s) within the past five years;

_____ The real property is not occupied in whole or in part by the Defendant(s)/Mortgagor(s);

_____ The real property is not a residential dwelling house with accommodations of 4 or less separate households, or

_____ Other explanation: _____

AND

(3) The holder of the Note and Mortgage is:

OneWest Bank, F.S.B.

Signed under the pains and penalties of perjury this 12 day of Nov, 2009.

Plaintiff(s): OneWest Bank, F.S.B.

By:

Name:

Dennis Kirkpatrick

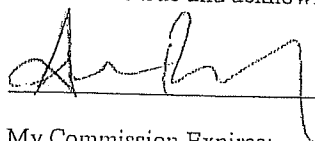
Title:

Vice President

STATE OF Texas

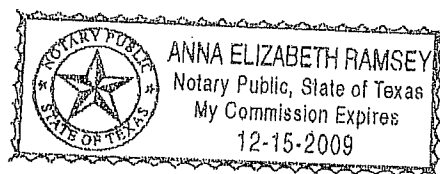
,ss.

Then personally appeared before me, on this 12 day of Nov, 2009, the above named **Dennis Kirkpatrick** and subscribed, swore and made oath that the foregoing statement is true and acknowledged the foregoing to be his/her free act and deed.



, Notary Public

My Commission Expires:



CS3-D

Return To:

DOCUMENT RESEARCH, LLC
11 CHESTNUT ST
ANDOVER, MA 01810



2009 00129188
Cert: 10811 Doc: ASS
Registered: 12/10/2009 03:08 PM

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that **Mortgage Electronic Registration Systems, Inc.**, which is organized and existing under the laws of United States of America

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, hereby grants, assigns and transfers to

OneWest Bank, FSB, located at 888 East Walnut Street, Pasadena, CA 91101

All of the right, title, and interest that Assignor has as current holder of the following Mortgage:

Mortgage Date: November 21, 2007

Original Mortgagee: Mortgage Electronic Registration Systems, Inc. as nominee for IndyMac Bank, F.S.B.

Original Mortgagors: Daniel I. Issokson

Registered: December 12, 2007 with the Nantucket County Cand Court

Document No.: 122594 Certificate of Title No.: 10811

Property Address: 11 Tom Nevrs Road, Nantucket, MA 02554;

IN WITNESS WHEREOF, Mortgage Electronic Registration Systems, Inc. has caused these presents to be signed by its duly authorized officer and its corporate seal to be hereunto affixed, this 16 day of NOV, 2009

11 Tom Nevrs Road, Nantucket, MA 02554

IN THE PRESENCE OF:

Mortgage Electronic Registration Systems, Inc.

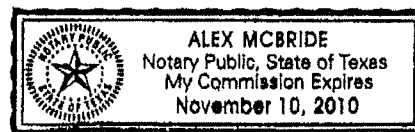
Victoria Rendon
 Witness: **Victoria Rendon**

Brian Burnett
 Name: **Brian Burnett**
 Title: **Assistant Vice President**

STATE OF Texas
 County of Travis

On 11-16-09 before me, Alex McBride personally appeared
Brian Burnett 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 signature(s) 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.



Alex McBride
 NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC SEAL

CASE STUDY

4

Case Study 4

Borrower: Carpenter, Christine, 4C Young's Way, Nantucket, MA
Land Court Case 11-MISC-453055 filed September 6, 2011

Attached Documents:

- A. Mortgage (first two pages) to Astoria Federal Mortgage Corp. as "Mortgagee" dated April 18, 2007;
- B. Default/Right to Cure letter dated November 2, 2010 from unknown parties (listed as "- client -");
- C. Mortgagee's Affidavit dated August 24, 2011;
- D. Unrecorded Mortgage Assignment dated May 2, 2007

Summary:

The November 2, 2010 c. 244, s. 35A default/right to cure letter is from an unknown party. No name or address appears anywhere thereon. It is impossible therefore to determine whether or not the c. 244, s. 35A letter is from the "mortgagee" as required by c. 244, s. 35A(g).

The default/right to cure letter identifies only "-client-" in several different locations without further explanation.³

On November 2, 2010 the mortgagee was Astoria Federal Mortgage Corp. Today the mortgagee of record is still Astoria Federal Mortgage Corp.

Astoria Federal Mortgage Corp. purportedly assigned the mortgage on May 2, 2007 to Astoria Federal Savings and Loan Association. See May 2, 2007 assignment. This is only known because the client, by and through counsel made a RESPA "QWR" (Qualified Written Request) request for any assignment(s) of the mortgage. This assignment has never been recorded on the public land records.

Accordingly, the name and address of the mortgagee (or one holding thereunder) is not properly identified (at all) in the c. 244, s. 35A letter as required by c. 244, s. 35A(h)(4).

Additional fields for required phone numbers are also blank. This is not in compliance with c. 244, s. 35A(h)(6).

The Mortgagee's Affidavit was purportedly "[s]igned under the pains and penalties of perjury" on August 24, 2011 by one Bernadette McDonnell as "Authorized Signer" for Astoria Federal Savings and Loan Association.

Ms. McDonnell represented – under oath – that she was 1.) authorized to act "by and on behalf of either the Mortgagee or one holding under the Mortgage", and that 2.) she, or a prior holder of the mortgage, had caused to be mailed to the borrower the required default/right to cure notice in

³ Apparently the software ("MSP") that was used to populate data fields in this letter was never provided with the proper information and/or the data entry employee missed this field.

compliance with c. 244, s. 35A. No evidence of Ms. McDonnell's authority to sign documents for Astoria Federal Savings and Loan Association as "Authorized Signer" was provided with the Mortgagee's Affidavit.

Ms. McDonnell's assertion that she "or a prior holder" caused a notice in compliance with c. 244, s. 35A to be sent to the borrower was false for the reasons stated herein.

Given the foregoing, Ms. McDonnell's sworn statement(s) on the Mortgagee's Affidavit was/were false and untrue when they were made, and, with the help and cooperation of the law firm that filed the pleadings with the Land Court (Bendett & McHugh, PC) represents/represented a fraud as against the borrower as well as a fraud on the Land Court.

Current Status:

The borrower has answered the Servicemembers complaint and asserted defects in the c. 244, s. 35A letter as well as a lack of standing.



2007 00001370

Bk: 1077 Pg: 220 Page: 1 of 26
Doc: MTG 04/23/2007 02:29 PM

Return To:
FIDATA SERVICE CORP.
1 Selleck Street
Norwalk, CT, 06855

CS4-A

Prepared By:
**ASTORIA FEDERAL MORTGAGE
CORP.**

[Space Above This Line For Recording Data]

MORTGAGE

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 **April 18, 2007**, together with all Riders to this document.

(B) "Borrower" is **CHRISTINE D. CARPENTER**


Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is **ASTORIA FEDERAL MORTGAGE CORP.**

Lender is a **Corporation**
organized and existing under the laws of **The State Of New York**

MASSACHUSETTS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3022 1/01

 -6(MA) (0401)

Page 1 of 16

VMP Mortgage Solutions (800)521-7291

770105872

5100139038

Lender's address is 2000 MARCUS AVENUE

LAKE SUCCESS, NEW YORK 11042

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated April 18, 2007

The Note states that Borrower owes Lender Five Hundred Twenty-Five Thousand and 00/100ths Dollars

(U.S. \$525,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than May 1, 2037

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "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.

(G) "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]:

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input checked="" type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input checked="" type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> Home Equity Rider | EXHIBIT A | |
| <input checked="" type="checkbox"/> AF Mortgage Rider | | |

(H) "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.

(I) "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.

(J) "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.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "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.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "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.

(O) "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 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.

J2 USER=KRT KEY=QL927 VERS=023 TITLE=MA 150-DAY PRE-FCL P1&2
IONS=1
,X64,002,KRT,ltr

1c FORM=MASS PRINTER=PCLW SECURITY=1

CS4-B

November 02, 2010

VIA CERTIFIED AND FIRST CLASS MAIL

Christine D Carpenter
4c Youngs Way Unit 3
Nantucket MA 02554

RE: Loan Number: [REDACTED]
Property: 4c Youngs Way
Nantucket MA 02554

Dear ~borrower~(s):

This is an important notice concerning your right to live in your home.
Have it translated at once.

The mortgage and note relating to your loan with
~client~ are presently in default for Non Payment.
The loan is due for the 08-01-10 and subsequent payments,
plus late charges and fees. As of today, the total delinquency is:

Principal & Interest:	\$	12,122.60
Late Charges:	\$	521.70
NSF Charges:	\$	20.00
Property Inspections:	\$	45.00
Other:	\$	20.00
TOTAL	\$	12,709.30

If the default is not cured by 04-01-11 ~client~
may take steps to terminate your ownership in the property by a foreclosure
proceeding or other action to seize the home. You may be evicted from the
home after a foreclosure sale.

You may sell the property prior to the foreclosure sale and use proceeds to
pay off the mortgage. Also, you may redeem the property by paying the total
amount due prior to the foreclosure sale. You may have the following
additional rights depending on the terms of your residential mortgage:
(i) to refinance the obligation by obtaining a loan which would fully repay
the residential mortgage creditor, (ii) to voluntarily grant a deed to the
residential mortgage lender in lieu of foreclosure.

IF YOU ARE UNABLE TO BRING YOUR ACCOUNT CURRENT, PLEASE CALL OUR LOSS
MITIGATION DEPARTMENT AT 1-877-609-4727 TO DISCUSS FORECLOSURE ALTERNATIVES
AS SOON AS POSSIBLE. WE ARE VERY INTERESTED IN ASSISTING YOU.

QL927/KRT

2 USER=KRT KEY=QL927 VERS=023 TITLE=MA 150-DAY PRE-FCL P1&2
-IONS-1

1c FORM-MASS PRINTER=PCLW SECURITY=1

er 02, 2010
an Number: 5100139038

The default can be cured by payment of the total delinquency shown above, plus any additional monthly payments, late charges and fees that become due by 04-01-11.

NOTE: Additional scheduled loan payments and other fees and costs may become due during the period between today's date and 04-01-11. So please call call us at 1--colphone- to obtain updated payment information.

If you wish to pay off your loan, you may also call this number to request a payoff statement. Please include the loan number on your payment.

Payment Remittance Information:
-client- toll free number: 1--phone-

Overnight Courier Address or Regular Mail to:
1 Corporate Drive, Suite 360, Lake Zurich, IL 60047

Western Union Quick Collect:
Step 1: Call 1-800-238-5772 to find the nearest Western Union Quick Collect Service.
Step 2: Bring cash to Western Union. Advise agent you are a -client- Quick Collect Customer. Use the password "Woodfield IL" to get the \$12.95 special rate.
Step 3: Include your loan number.

-01-

QL927/KRT
QL927/KRT

02 USER-KRT KEY-QL928 VERS-012 TITLE-MA 150-DAY PRE-ECL P3
IONS-1
A64,002,KRT,ltr

lc FORM=HASS PRINTER=PCLW SECURITY-1

Page 3 of 3
November 02, 2010
Loan Number: 5100139038

If you dispute that a default has occurred or the calculation of the delinquency, please contact ~client~ at 1--phone~ or 1 Corporate Drive, Suite 360, Lake Zurich, IL 60047.

If the delinquency is not cured, ~client~ intends to accelerate the loan, declaring the entire loan balance due without further notice to you. Notwithstanding anything herein to the contrary, you have the right to reinstate the loan after acceleration and to bring a court action to assert the non-existence of a default or any other defense to acceleration or sale.

Loan Origination Information:

Mortgage Broker: Astoria Federal Mortgage
Mortgage Originator (after 07/01/08): Astoria Federal Mortgage

You may be eligible for assistance from the Homeowner Preservation Foundation or other foreclosure counseling agencies. Contact information for these agencies is as follows:

Homeowner Preservation Foundation: 1-888-995-HOPE
www.995hope.org/

HUD-Approved Housing Counseling: 1-800-569-4287
www.hud.gov/offices/hsg/sfh/hcc/hccprof14.cfm

Veterans Administration: 1-800-827-1000

Sincerely,

~client~

THIS DOCUMENT IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU ARE IN BANKRUPTCY OR HAVE BEEN DISCHARGED IN BANKRUPTCY, THIS LETTER IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY. IF YOU ARE REPRESENTED BY AN ATTORNEY, PLEASE PROVIDE US WITH THE ATTORNEY'S NAME, ADDRESS, AND TELEPHONE NUMBER.

-01-

QL928/KRT
QL928/KRT

CS4-C

COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT

LAND COURT
FILED

11 SEP -6 AM 10:55

MORTGAGEE'S AFFIDAVIT
Under Chapter 206 of the Acts of 2007
(as amended by Chapter 224 of the Acts of 2007, and as amended by the Acts of 2010)

Case No. _____

Defendant(s)/Mortgagor(s): Christine D. Carpenter

11 MISC 453055



Astoria Federal Savings and Loan Association

Property Address: 4C Youngs Way, Unit 3 Nantucket

1) The undersigned makes oath and says that it is (check one):

☐ The Mortgagee of the Mortgage which is the subject of this proceeding; or

☐ One who holds under the Mortgage; or

☒ One who is authorized to act by and on behalf of either the Mortgagee or one holding under the Mortgage;

AND

2) The undersigned further makes oath and says that (check one):

☒ The undersigned or a prior holder of the Mortgage has caused to be mailed the Notice(s) to Defendant(s)/Mortgagor(s) in compliance with Section 11 of Chapter 206 of the Acts of 2007, as amended;

OR

☐ Notice has not been sent because no notice is required under Section 11(e) of Chapter 206 of the Acts of 2007, as amended.

Signed under the pains and penalties of perjury this 24 day of Aug 2011.

Astoria Federal Savings and Loan Association,
Plaintiff(s)

By: Bernadette McDonnell
Bernadette McDonnell

Title: Authorized Signer

CS4-D

Return To:
ASTORIA FEDERAL MORTGAGE CORP.
2000 MARCUS AVENUE
LAKE SUCCESS, NEW YORK 11042

Loan Number: 770105872

ASSIGNMENT OF MORTGAGE

ASTORIA FEDERAL MORTGAGE CORP.

holder of a real estate mortgage

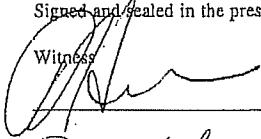
from: CHRISTINE D. CARPENTER

dated: April 18, 2007 recorded with the NANTUCKET
District/County Registry of Deeds on , Page as Instrument Number
, and in Book assigns said mortgage and
the Note and claim secured thereby to: ASTORIA FEDERAL SAVINGS AND LOAN ASSOCIATION
SEE ATTACHED SCHEDULE "A" LEGAL DESCRIPTION

In witness whereof the said
ASTORIA FEDERAL MORTGAGE CORP.
corporate seal to be hereto affixed and these presents to be signed, this 2nd day of May
2007 has caused its

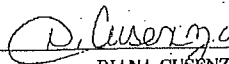
Signed and sealed in the presence of:

Witness


John Leckie

ASTORIA FEDERAL MORTGAGE CORP.

By


DIANA CUSENZA

Mortgage Representative

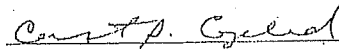
Commonwealth/State of NEW YORK
District/County/Parish of NASSAU

On this 2nd day of May, 2007, before me, a Notary, personally appeared

Diana Cusenza

to me personally known, who, being by me duly sworn (or affirmed), did say that he/she is the
Mortgage Representative of Astoria Federal Mortgage Corp
and that the seal affixed to the instrument is the corporate seal
of the corporation (or association) by authority of its board of directors (or trustees), and

acknowledged the instrument to be the free act and deed of the corporation.


Constance S. Copeland

Massachusetts Assignment of Mortgage
with Acknowledgment

UMP-995W(MA) (9711) 11/97
VMP MORTGAGE FORMS - (800) 621-7281

CONSTANCE S. COPELAND
Notary Public, State of New York
No. 3001CO4719662
Qualified in Nassau County
Commission Expires Nov. 30, 2010

CASE STUDY

5

Case Study 5

Borrower: Collette, Seth, 29 S. Cambridge Street, Nantucket, MA
Land Court Case 10-MISC-439444 filed September 10, 2010

Attached Documents:

- A. Mortgage (first two pages) to Wells Fargo Bank, N.A. as “Mortgagee” dated June 28, 2007;
- B. Default/Right to Cure letter – date is redacted and unreadable;
- C. Mortgagee’s Affidavit dated September 3, 2010;
- D. QWR response (1st page) identifying loan originator as “Globalend Mortgage” and “investor” for loan as Fannie Mae

Summary:

The c. 244, s. 35A default/right to cure letter is from Wells Fargo Home Mortgage (“WFHM”).

The c. 244, s. 35A default/right to cure letter identifies the “current mortgagee” as WFHM.

The record mortgagee from origination to present on the public land records however, is not WFHM, but rather is Wells Fargo Bank, N.A.

Accordingly, the c. 244, s. 35A letter is not from the “mortgagee” as required by c. 244, s. 35(g).

There is no assignment of this loan on the public land records to any other party and the mortgage currently stands in the name of Wells Fargo Bank, N.A.

Accordingly, the name and address of the mortgagee (or one holding thereunder) is not properly identified in the c. 244, s. 35A letter.

The default/right to cure letter lists the loan originator as “N/A”. This is despite WFHM identifying the loan originator in its QWR responses of April 21, 2011 as “Globalend Mortgage”. See QWR letter. Accordingly, the default/right to cure letter also fails to identify required information regarding the loan originator in accordance with c. 244, s. 35A(h)(5).

The Mortgagee’s Affidavit was purportedly “[s]igned under the pains and penalties of perjury” by one “Xee Moua” as “Vice President of Loan Documentation” for Wells Fargo Bank, N.A.⁴

Ms. Moua represented – under oath – that she was 1.) authorized to act “by and on behalf of either the Mortgagee or one holding under the Mortgage”, and that 2.) she, or a prior holder of the mortgage, had caused to be mailed to the borrower the required default/right to cure notice in compliance with c. 244, s. 35A. No evidence of Ms. Moua’s authority to sign documents for Wells Fargo Bank, N.A. as “Vice President of Loan Documentation” was provided with the Mortgagee’s Affidavit.

⁴ See FN # 1 in Case Study 1 for discussion of Ms. Moua.

Ms. Moua's assertion that she was authorized to act "by and on behalf of either the Mortgagee or one holding under the Mortgage was false. Fannie Mae asserts ownership of this loan. Wells Fargo's QWR response states that Fannie Mae owns the loan.⁵ Ms. Moua's assertions that she "or a prior holder" caused a notice in compliance with c. 244, s. 35A to be sent to the borrower was false for the reasons stated herein.

Given the foregoing, Moua's sworn statement(s) on the Mortgagee's Affidavit was/were false and untrue when they were made, and, with the help and cooperation of the law firm that filed the pleadings with the Land Court (Harmon Law Offices, PC) represent/represented a fraud as against the borrower as well as a fraud on the Land Court.

Current Status:

The borrower has filed a Motion for Reconsideration in 10-MISC-439444 (Cutler, J.) relative to, among other things, the application of c. 244, s. 35A to Servicemembers cases.

⁵ The QWR response also falsely states several times that Fannie Mae is a "government entity". This response appears to be designed to give the imprimatur of legitimacy to Fannie Mae's purported ownership of this loan. In reality, Fannie Mae is a "government sponsored enterprise" ("GSE") that was put into conservatorship with the federal government on September 6, 2008 (along with another GSE – Freddie Mac – when the GSE's advised they were unable to make payments to their investors. To date Fannie and Freddie have been "bailed out" with over \$150 billion of U.S. taxpayer moneys. See http://en.wikipedia.org/wiki/Federal_takeover_of_Fannie_Mae_and_Freddie_Mac.



2007 00120851

Cert: 22651 Doc: MTG
Registered: 06/29/2007 10:13 AM

Return To:

WELLS FARGO BANK, N.A.
FINAL DOCUMENTS X9999-01M
1000 BLUE GENTIAN ROAD
EAGAN, MN 55121-1663

CSS-A

Prepared By:

DEB CREEL

WELLS FARGO BANK, N.A.
9600 KOGER BLVD. #100
ST. PETERSBURG, FL 33702-

[Space Above This Line For Recording Data]

MORTGAGE

0159968387

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 JUNE 28, 2007 together with all Riders to this document.

(B) "Borrower" is
SETH COLLETTE, A SINGLE MAN

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is WELLS FARGO BANK, N.A.

Lender is a National Association
organized and existing under the laws of THE UNITED STATES OF AMERICA

MASSACHUSETTS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Page 1 of 18

Initials: _____

FORM 3022 1/01

SMA01 Rev 11/04/00

SC

Lender's address is

P. O. BOX 5137, DES MOINES, IA 50306-5137

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **JUNE 28, 2007**

The Note states that Borrower owes Lender **THREE HUNDRED EIGHTY THOUSAND AND**

NO/100 Dollars
(U.S. \$ **380,000.00**.....) plus interest. Borrower has promised to pay this debt in regular

Periodic Payments and to pay the debt in full not later than **JULY 1, 2037**

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "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.

(G) "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]:

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input checked="" type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(H) "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.

(I) "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.

(J) "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.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "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.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "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.

(O) "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

Wells Fargo Home Mortgage
P.O. Box 9039
Temecula, Ca 92589-9039



2233277702

Return Address only
Do not send payments to this address

CS5-B



SETH COLLETTE



Dear Borrower(s):

RE: Loan Number [REDACTED]

Our records indicate that your loan is in default. Unless the payment on your loan can be brought current by [REDACTED] it will become necessary to accelerate your Mortgage and pursue the remedies provided for in your Mortgage. The total delinquency against your account as of today's date is as follows:

Past Due Payments	\$	[REDACTED]
Late Charge Balance	\$	[REDACTED]
Other Fees	\$	[REDACTED]
Suspense Balance	\$	[REDACTED]
Total delinquency as of [REDACTED]	\$	[REDACTED]

To avoid the possibility of acceleration, you must pay this amount plus any additional monthly payments, late charges and other charges that may be due under applicable law after the date of this notice and on or before [REDACTED] in CERTIFIED funds, to Wells Fargo Home Mortgage, 1 Home Campus, X2302-04A, Des Moines, IA 50328 (1-800-416-1472).

If funds are not received by the above stated time, we will proceed with acceleration. Once acceleration has occurred, we may take steps to terminate your ownership in the property by a foreclosure proceeding or other action to seize the home or pursue any other remedy permitted under the terms of your Mortgage.

If you would like to discuss the present condition of your loan or if you disagree that a default has occurred or the amount of the default, please contact our LOAN SERVICE REPRESENTATIVES at 1-800-416-1472, Monday through Friday from 8:00 A.M. to 8:00 P.M. Central Time.

Financial assistance may be available to you from programs operated by the State or Federal Government. Below is a list of Government agencies that you may wish to contact or ascertain whether you qualify for assistance.

Massachusetts Division of Banks	800-495-2265 x 1501
Neighborworks HOPE Hotline	888-995-4673
HUD Approved Housing Counseling	800-569-4287
Veterans Administration	800-827-1000

The name of the person that originated your loan is N/A. The current mortgagee is Wells Fargo Home Mortgage, Written Customer Contact P.O. Box 10335 Des Moines, IA 50306.

You have the right to reinstate your Mortgage Loan and Mortgage Deed of Trust after acceleration. However, any future negotiations attempting to reinstate your loan or any payment of less than the full amount due shall not constitute Wells Fargo Bank, N.A.'s waiver of acceleration unless agreed to, in writing, by Wells Fargo Bank, N.A. and payments may be

457.708.DAY90.MA.0

returned. If foreclosure is initiated, you will have the right to refute the existence of the default or offer any other defense to acceleration you may deem appropriate. You have the right to bring a court action to assert the non-existence of the default or any other defense you have to acceleration and sale.

This communication is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge of this debt in bankruptcy or are currently in a bankruptcy case, this notice is not intended as an attempt to collect a debt and, this company has a security interest in the property and will only exercise its rights as against the property.

Sincerely,

Wells Fargo Home Mortgage
Default Management Department

CS5-C

COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT

MORTGAGEE'S AFFIDAVIT
Under Chapter 206 of the Acts of 2007
(as amended by Chapter 244 of the Acts of 2007)

Defendant(s)/Mortgagor(s): SETH COLLETTE

Property Address: 29 S Cambridge St
Nantucket, MA 02554

10 MISC 439444



Wells Fargo Bank, NA

1) The undersigned makes oath and says that it is (check one):

- ☐ () The Mortgagee of the Mortgage which is the subject of this proceeding; or
- ☐ () One who holds under the Mortgage; or
- ☒ (X) One who is authorized to act by and on behalf of either the Mortgagee or one holding under the Mortgage;

AND

2) The undersigned further makes oath and says that (check one):

☒ (X) The undersigned or a prior holder of the Mortgage has caused to be mailed the Notice(s) to Defendant(s)/Mortgagor(s) in compliance with Section 11 of Chapter 206 of the Acts of 2007, as amended;

OR

☐ () Notice has not been sent because no notice is required under Section 11(e) of Chapter 206 of the Acts of 2007.

Signed under the pains and penalties of perjury this 3rd day of September, 2010.

Plaintiff(s)
By Wells Fargo Bank, N.A.

Name: Xee Moua

Title: Vice President of Loan Documentation



Wells Fargo Home Mortgage
P.O. Box 10368
Des Moines, IA 50306-0368

CS5-D

April 21, 2011

Jamie Ranney, Esq.
Jamie Ranney P.C.
4 Thirty Acres Lane
Nantucket, MA 02554

Dear Jamie Ranney, Esq.:

RE: Seth Collette
Loan Number 708-0159968387

Wells Fargo Home Mortgage (WFHM) received correspondence regarding the above referenced account. Due to your legal representation of our borrower, I am able to respond directly to you. I have reviewed the information presented and would like to provide you with the details of my research.

A Cease Order has been placed on all telephone calls and written notices. Per the Fair Debt Collections Practice Act (FDCPA), we may notify the borrower in the event that we are invoking specified remedies, ordinarily invoked, to collect the debt.

Our records reflect that the customer's purchase money mortgage loan was originated and processed by Globelend Mortgage. Globelend Mortgage submitted the loan to WFHM for loan underwriting approval and closing.

The loan was originated to purchase the property at 29 S Cambridge St, Nantucket, MA 02554, so this loan transaction is not entitled to be rescinded. Rescission rights only apply to refinance transactions; therefore, there was no Right to Cancel/Rescission form to sign at closing.

A review of the loan file did not find any evidence to support the concerns you raised in your letter. If you have a specific concern, please provide a detailed description and WFHM will research and respond.

All inquiries and concerns should be addressed with us as the servicer of your loan. The investor for this loan is Fannie Mae, a government agency and their address is:

Fannie Mae
3900 Wisconsin Avenue, N.W.
Washington, D.C. 20016

Although we are providing this information, the government agency will more than likely refer you back to us to answer any questions about the loan, or the servicing of the loan.

Enclosed you will find the following documents. A description of each document is included for your reference.



CASE STUDY

6

Case Study 6

Borrower: Collette, Timothy, 66 Union Street, Nantucket, MA
Land Court Case 10-MISC-421327 filed January 28, 2010

Attached Documents:

- A. Mortgage (first two pages) to MERS as “Mortgagee” dated April 29, 2005;
- B. Default/Right to Cure letter – dated September 3, 2009;
- C. Mortgagee’s Affidavit dated January 9, 2010;
- D. MERS Assignment – unrecorded – dated January 26, 2010

Summary:

The September 3, 2009 c. 244, s. 35A default/right to cure letter identifies “IndyMac Mortgage Services, a Division of OneWest Bank” (“IndyMac”) as the “current . . . mortgage holder”.

On September 3, 2009 the mortgagee was MERS.

Accordingly, the c. 244, s. 35A letter is not from the “mortgagee” as required by c. 244, s. 35(g).

The name and address of the mortgagee (or one holding thereunder) is not properly identified in the September 3, 2009 c. 244, s. 35A letter.

MERS purportedly assigned the mortgage on January 26, 2010 to “Deutsche Bank National Trust Company as Trustee of the Indy Mac INDA Mortgage Loan Trust 2005-AR1 Mortgage Pass-Through Certificates Series 2005-AR1 under the Pooling and Service Agreement dated 9/5/05” (“the 2005-AR1 Trust”).

The Mortgagee’s Affidavit was purportedly “[s]igned under the pains and penalties of perjury” on January 9, 2010 by “Erica A. Johnson-Seck” for OneWest Bank FSB as “Vice President” and also as “attorney in fact” for the 2005-AR1 Trust.

Ms. Johnson-Seck represented – under oath – that she was 1.) authorized to act “by and on behalf of either the Mortgagee or one holding under the Mortgage”, and that 2.) she, or a prior holder of the mortgage, had caused to be mailed to the borrower the required default/right to cure notice in compliance with c. 244, s. 35A. No evidence of Ms. Johnson-Seck’s authority to sign documents for OneWest Bank FSB as “Vice President” nor OneWest Bank FSB’s authority to execute documents as “attorney in fact” for the 2005-AR1 Trust was provided with the Mortgagee’s Affidavit.

Ms. Johnson-Seck’s assertion that she was authorized to act “by and on behalf of either the Mortgagee or one holding under the Mortgage was false. Given the assignment to a non-existent entity, the mortgagee apparently remains MERS. There is no evidence that Ms. Johnson-Seck was authorized to execute the Mortgagee’s Affidavit for MERS. Ms. Johnson-Seck’s assertion that she “or a prior holder” caused a notice in compliance with c. 244, s. 35A to be sent to the borrower was false for the reasons stated herein.

Given the foregoing, Ms. Johnson-Seck's sworn statement(s) on the Mortgagee's Affidavit was/were false and untrue when they were made, and, with the help and cooperation of the law firm that filed the pleadings with the Land Court (Bendett & McHugh, PC) represents/represented a fraud as against the borrower as well as a fraud on the Land Court.

Current Status:

After the case was filed in Land Court, a forensic audit commissioned by the borrower showed that the loan in this matter was never deposited into the 2005-AR1 Trust. See filings in 10-MISC-421327. The ownership of the loan is unknown. IndyMac has made no effort to move forward with foreclosure.

CS6-A

Return To:
 Sharyn Labby
 Quicken Loans Inc.
 20555 Victor Parkway
 Livonia, MI 48162

Title Source Inc.
 1450 W Long Lake Rd.
 Suite 400
 Troy, MI 48098

Prepared By:
 Adam Ikewood

LSI: 1207225

[Space Above This Line For Recording Data]

MORTGAGE

4674878374
 #1840939
 MIN 100039046748783749

R848560

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 together with all Riders to this document.

April 29, 2005

(B) "Borrower" is Timothy D. Collette

Borrower is the mortgagor 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 mortgagee 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.

MASSACHUSETTS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS Form 3022 1/01

582718354

VMP-6A(MA) (0401)

Page 1 of 15

Initials

VMP Mortgage Solutions (800)521-7291



q46748783740233

(D) "Lender" is Quicken Loans Inc.

Lender is a Corporation

organized and existing under the laws of the State of Michigan
Lender's address is 20555 Victor Parkway, Livonia, MI 48152

(E) "Note" means the promissory note signed by Borrower and dated April 29, 2005
The Note states that Borrower owes Lender Eight Hundred Eighty Thousand and 00/100

Dollars
(U.S. \$880,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than May 1, 2035.

(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]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(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

Home Loan Servicing
6900 Beatrice Drive
Kalamazoo, MI 49009

CS6-B

RECORD COUNT
FILED

10 JAN 28 AM 9:47

September 03, 2009

TIMOTHY COLLETTE
C
16 TEASDALE CIR
NANTUCKET, MA 02554

Remit payment to: IndyMac Mortgage Services, a Division of OneWest Bank
P.O. Box 78826
Phoenix, AZ 85062

Toll free phone: 877-908-4357

Overnight payments to:
IndyMac Mortgage Services, a Division of OneWest Bank
6900 Beatrice Drive
Kalamazoo, MI 49009

Re: IndyMac Mortgage Services, a Division of OneWest Bank Mortgage Loan Number: 3001183007
Property Address: 66 UNION STREET
NANTUCKET, MA 02554

Dear TIMOTHY COLLETTE:

This letter will serve as notice of your breach of the mortgage encumbering the above referenced property and designated by the above-referenced loan number.

You are in breach of the mortgage due to the failure to pay the monthly installments due. You have the right to cure the default through payment of the full amount that is past due. As of the date of this letter, the amount required to cure the default is \$15,374.80.

You have ninety (90) days from the date of this letter to cure the default. Because the amount past due may change over the ninety-day cure period, you must contact us to obtain the exact amount due prior to remitting payment.

If you fail to bring this account current within ninety days, the full balance of the loan will be accelerated and the current holder of the mortgage may take steps to terminate your rights to the property by foreclosure or other action to seize the property.

The current name and address of the mortgage holder is IndyMac Mortgage Services, a Division of OneWest Bank, 7700 W Parmer Lane, Austin, TX 78729. If you disagree with the the assertion that you are in default or disagree with the amount past due, you may contact Loan Resolution toll free at 877-908-4357.



2224257269

Also, applicable law requires the disclosure of the following information:

If applicable, the name of current or former mortgage broker or loan originator; Quicken Loans

You may be eligible for assistance from the Massachusetts Housing Finance Agency. The Division Of Banks has set up a hope hotline at (888) 995-4673 for assistance. If you are unable to reach a loan counselor at that number, you should call the division of banks at (800) 495-2265, extension 1501.

As of the date of this letter, the total balance secured by the mortgage is \$879,805.55.

You have the right to bring a court action to assert the non-existence of a default and any other defense you may have to acceleration and foreclosure.

Unless you notify this office within thirty (30) days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid.

Para ciertos prestamos que mantenemos somos requeridos por la Ley Federal a informar a prestatarios que procuramos coleccionar una deuda y que cualquier informacion obtenida sera utilizada para ese proposito. Si usted tiene cualquier pregunta con respecto a esta carta, por favor comuniquese con nosotros al numero 877-908-4357.

FOR CERTAIN LOANS THAT WE SERVICE, WE ARE REQUIRED BY FEDERAL LAW TO INFORM BORROWERS THAT WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION DOES NOT IMPLY THAT THIS IS AN ATTEMPT TO COLLECT MONEY FROM ANYONE WHOSE DEBT HAS BEEN DISCHARGED PURSUANT TO THE BANKRUPTCY LAWS OF THE UNITED STATES; IN SUCH INSTANCES, IT IS INTENDED SOLELY FOR INFORMATIONAL PURPOSES.

Sincerely,

IndyMac Mortgage Services, a Division of OneWest Bank
Loan Resolutions

FILED

OCT 28 AM 9:47

COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT

LAND COURT
FILED

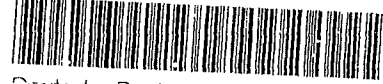
10 JAN 28 AM 9:47

MORTGAGEE'S AFFIDAVIT
Under Chapter 206 of the Acts of 2007
(as amended by Chapter 224 of the Acts of 2007)

CS6-C

Defendant(s)/Mortgagor(s): Timothy D. Collette

10 MISC 421327



Deutsche Bank National Trust Company

Property Address: 66 Union Street, Nantucket

1) The undersigned makes oath and says that it is (check one):

☐ The Mortgagee of the Mortgage which is the subject of this proceeding; or

☐ One who holds under the Mortgagee; or

☒ One who is authorized to act by and on behalf of either the Mortgagee or one holding under the Mortgagee;

AND

2) The undersigned further makes oath and says that (check one):

☒ The undersigned or a prior holder of the Mortgage has caused to be mailed the Notice(s) to Defendant(s)/Mortgagor(s) in compliance with Section 11 of Chapter 206 of the Acts of 2007, as amended;

OR

☐ Notice has not been sent because no notice is required under Section 11(e) of Chapter 206 of the Acts of 2007.

Signed under the pains and penalties of perjury this 9 day of January 2010.

OneWest Bank, FSB as attorney in fact for
Deutsche Bank National Trust Company, as Trustee
of the Indy Mac INDA Mortgage Loan Trust 2005-
AR1 Mortgage Pass-Through Certificates Series
2005-AR1 under the Pooling & Sveng Agmt dated
9/5/05, Plaintiff(s)

By:

Title: Erica A. Johnson-Seck
Vice President

CS6-D

ASSIGNMENT OF MORTGAGE

Know all men by these presents, that Mortgage Electronic Registration Systems, Inc. as nominee for Quicken Loans, Inc., with a mailing address of P.O. Box 2026, Flint, MI 48501 does hereby grant, bargain, sell, assign, transfer, and set over to Deutsche Bank National Trust Company, as Trustee of the Indy Mac INDA Mortgage Loan Trust 2005-AR1 Mortgage Pass-Through Certificates Series 2005-AR1 under the Pooling & Svcng Agmt dated 9/5/05 with a mailing address of c/o OneWest Bank, FSB, 888 E. Walnut St., Pasadena, CA 91101 and its successors and assigns, all interest under that certain mortgage to Mortgage Electronic Registration Systems, Inc. as nominee for Quicken Loans, Inc. from Timothy D. Collette, dated 4/29/2005 and recorded 5/20/2005 in Book 957 at Page 106 of the Nantucket County Registry of Deeds, together with the mortgage note secured thereby.

In Witness Whereof, the Assignor has duly executed this instrument this 26 day of Jan, 2010

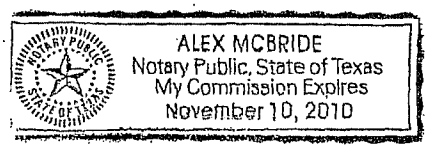
Mortgage Electronic Registration Systems, Inc. as nominee for Quicken Loans, Inc.

By Kristin Kemp
Its KRISTIN KEMP
(Title) Assistant Vice President

STATE OF Texas:

COUNTY OF Travis:

On this 26 day of Jan, 2010, personally appeared KRISTIN KEMP, who is known to me to be the person who executed the foregoing instrument as the Assistant Vice President (title), of the Corporation that executed the foregoing instrument, and acknowledged the same to be the free act and deed of said Corporation, before me.



Alex McBride
Notary Public
My Commission Expires: 11-10-10

Origination Information (if none, state "None")
Mortgage Loan Originator and/or Mortgage Broker's Name, Address and License No.

CASE STUDY

7

Case Study 7

Borrower: Conti, Paul D., 14 Still Dock, Unit 1 Still Dock Condominium, Nantucket, MA
Land Court Case 10-MISC-424980 filed March 17, 2010⁶
Land Court Case 11-MISC-450915 filed July 19, 2011

Attached Documents:

- A. Mortgage (first two pages) to Wells Fargo Bank, N.A. as “Mortgagee” dated February 23, 2006
- B. Default/Right to Cure letter – dated November 15, 2009
- C. Mortgagee’s Affidavit – there are two (s)
 - 1.) Mortgagee’s Affidavit dated March 10, 2010
 - 2.) Mortgagee’s Affidavit dated June 22, 2011
- D. Freddie Mac look-up (identifies Freddie Mac as owner of the loan)

Summary:

Land Court Case 10-MISC-424980

The November 15, 2009 c. 244, s. 35A default/right to cure letter is from Wells Fargo Home Mortgage (“WFHM”).

The default/right to cure letter identifies the “current mortgagee” as WFHM.

The mortgagee from origination to present on the public land records however, is not WFHM, but rather is Wells Fargo Bank, N.A.

Accordingly, the c. 244, s. 35A letter is not from the “mortgagee” as required by c. 244, s. 35(g).

There is no assignment of this loan on the public land records to any other party and it currently stands in the name of Wells Fargo Bank, N.A. Freddie Mac however claims to own this loan.

The name and address of the mortgagee (or one holding thereunder) is not properly identified in the November 15, 2009 c. 244, s. 35A letter.

The default/right to cure letter lists the loan originator as “N/A”. This is despite the fact that Wells Fargo Bank, N.A. itself originated the loan as stated on the mortgage. See p. 1 of the mortgage. Accordingly, the letter fails to identify required information regarding the loan originator in compliance with c. 244, s. 35A(h)(5).

The March 10, 2010 Mortgagee’s Affidavit was purportedly “[s]igned under the pains and penalties of perjury” by one “Xee Moua” as “Vice President of Loan Documentation” for Wells Fargo Bank, N.A.⁷

⁶ A second Servicemembers case was filed on July 19, 2011 in 11-MISC-450915. The same default letter of November 15, 2009 was used in this filing although a new Mortgagee’s Affidavit was used (see Appendix). The new Mortgagee’s Affidavit of June 22, 2011 falsely states that no new notice was required under c. 244, s. 35A.

Ms. Moua represented – under oath – that she was 1.) authorized to act “by and on behalf of either the Mortgagee or one holding under the Mortgage”, and that 2.) she, or a prior holder of the mortgage, had caused to be mailed to the borrower the required default/right to cure notice in compliance with c. 244, s. 35A. No evidence of Ms. Moua’s authority to sign documents for Wells Fargo Bank, N.A. as “Vice President of Loan Documentation” was provided with the Mortgagee’s Affidavit.

Ms. Moua’s assertion that she was authorized to act “by and on behalf of either the Mortgagee or one holding under the Mortgage was false. Freddie Mac asserts ownership of the loan. Ms. Moua’s assertions that she “or a prior holder” caused a notice in compliance with c. 244, s. 35A to be sent to the borrower was false for the reasons stated herein.

Given the foregoing, Moua’s sworn statement(s) on the Mortgagee’s Affidavit was/were false and untrue when they were made, and, with the help and cooperation of the law firm that filed the pleadings with the Land Court (Harmon Law Offices, PC) represents/represented a fraud as against the borrower as well as a fraud on the Land Court.

Land Court Case 11-MISC-450915

The November 15, 2009 c. 244, s. 35A default/right to cure letter – the same as used in the 10-MISC-424980 case – is from Wells Fargo Home Mortgage (“WFHM”). The same defects exist in this letter as those identified above in 10-MISC-424980.

The June 22, 2011 Mortgagee’s Affidavit was purportedly “[s]igned under the pains and penalties of perjury” by one “Camille Garcia” as “Vice President of Loan Documentation” for Wells Fargo Bank, N.A.

Ms. Garcia represented – under oath – that she was 1.) authorized to act “by and on behalf of either the Mortgagee or one holding under the Mortgage”, and that 2.) she, or a prior holder of the mortgage, had caused to be mailed to the borrower the required default/right to cure notice in compliance with c. 244, s. 35A. No evidence of Ms. Garcia’s authority to sign documents for Wells Fargo Bank, N.A. as “Vice President of Loan Documentation” was provided with the Mortgagee’s Affidavit.

Ms. Garcia’s assertion that she was authorized to act “by and on behalf of either the Mortgagee or one holding under the Mortgage was false. Freddie Mac asserts ownership of the loan. Ms. Garcia’s assertions that she “or a prior holder” caused a notice in compliance with c. 244, s. 35A to be sent to the borrower was false for the reasons stated herein.

Given the foregoing, Garcia’s sworn statement(s) on the Mortgagee’s Affidavit was/were false and untrue when they were made, and, with the help and cooperation of the law firm that filed the pleadings with the Land Court (Harmon Law Offices, PC) represents/represented a fraud as against the borrower as well as a fraud on the Land Court.

⁷ See FN #1 about Xee Moua in Case Study 1 above.

Current Status:

Judgment has issued in 11-MISC-450915. A foreclosure sale is scheduled for January 19, 2012.

Bk: 1008 Pg: 63 Page: 1 of 22
Doc: MTG 02/28/2006 01:24 PM

Return To:

WELLS FARGO BANK, N.A.
FINAL DOCUMENTS X9999-01M
1000 BLUE GENTIAN ROAD
EAGAN, MN 55121-1663

CS7-A

Prepared By:

BILLIE JO FORQUER
WELLS FARGO BANK, N.A.
7485 NEW HORIZON WAY
FREDERICK, MD 21703-

[Space Above This Line For Recording Data]

MORTGAGE

0150547593

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 23, 2006** together with all Riders to this document.

(B) "Borrower" is
PAUL D. CONTI

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is **WELLS FARGO BANK, N.A.**

Lender is a **National Association**

organized and existing under the laws of **THE UNITED STATES OF AMERICA**

MASSACHUSETTS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

FORM 3022 1/01

Page 1 of 18

Initials:

PDC

4011.019

REDA 90
Jeffrey A. Blum, Esquire
deBenedictis, Miller & Blum, P.A.
68 Commercial Wharf
Boston, Ma. 02110

SMA01 Rev 11/04/00

Lender's address is

P. O. BOX 5137, DES MOINES, IA 50306-5137

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated **FEBRUARY 23, 2006**.

The Note states that Borrower owes Lender **FOUR HUNDRED SEVENTEEN THOUSAND AND NO/100**

(U.S. \$ **417,000.00**.....) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **MARCH 1, 2036**

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "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.

(G) "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]:

<input type="checkbox"/> Adjustable Rate Rider	<input checked="" type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(H) "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.

(I) "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.

(J) "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.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "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.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "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.

(O) "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

PDC

Wells Fargo Home Mortgage
P.O. Box 9039
Temecula, Ca 92589-9039



2227465232

Return Address only
Do not send payments to this address

CS7-B

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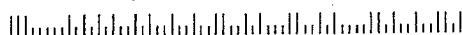
11/15/2009

4736708DAY90/MA



PAUL D CONTI

[REDACTED]
[REDACTED]



Dear Borrower(s):

RE: Loan Number [REDACTED]

Our records indicate that your loan is in default. Unless the payment on your loan can be brought current by February 13, 2010 it will become necessary to accelerate your Mortgage and pursue the remedies provided for in your Mortgage. The total delinquency against your account as of today's date is as follows:

Past Due Payments	\$ [REDACTED]
Late Charge Balance	\$ [REDACTED]
Other Fees	\$ [REDACTED]
Suspense Balance	-\$ [REDACTED]
Total delinquency as of 11/15/2009	\$ [REDACTED]

To avoid the possibility of acceleration, you must pay this amount plus any additional monthly payments, late charges and other charges that may be due under applicable law after the date of this notice and on or before 02/13/2010 in CERTIFIED funds, to Wells Fargo Home Mortgage, 1 Home Campus, X2302-04A, Des Moines, IA 50328 (1-800-416-1472).

If funds are not received by the above stated time, we will proceed with acceleration. Once acceleration has occurred, we may take steps to terminate your ownership in the property by a foreclosure proceeding or other action to seize the home or pursue any other remedy permitted under the terms of your Mortgage.

If you would like to discuss the present condition of your loan or if you disagree that a default has occurred or the amount of the default, please contact our LOAN SERVICE REPRESENTATIVES at 1-800-416-1472, Monday through Friday from 8:00 A.M. to 8:00 P.M. Central Time.

Financial assistance may be available to you from programs operated by the State or Federal Government. Below is a list of Government agencies that you may wish to contact or ascertain whether you qualify for assistance.

Massachusetts Division of Banks	800-495-2265 x 1501
Neighborworks HOPE Hotline	888-995-4673
HUD Approved Housing Counseling	800-569-4287
Veterans Administration	800-827-1000

The name of the person that originated your loan is N/A. The current mortgagee is Wells Fargo Home Mortgage, Written Customer Contact P.O. Box 10335 Des Moines, IA 50306.

You have the right to reinstate your Mortgage Loan and Mortgage Deed of Trust after acceleration. However, any future negotiations attempting to reinstate your loan or any payment of less than the full amount due shall not constitute Wells Fargo Bank, N.A.'s waiver of acceleration unless agreed to, in writing, by Wells Fargo Bank, N.A. and payments may be

returned. If foreclosure is initiated, you will have the right to refute the existence of the default or offer any other defense to acceleration you may deem appropriate. You have the right to bring a court action to assert the non-existence of the default or any other defense you have to acceleration and sale.

This communication is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge of this debt in bankruptcy or are currently in a bankruptcy case, this notice is not intended as an attempt to collect a debt and, this company has a security interest in the property and will only exercise its rights as against the property.

Sincerely,

Wells Fargo Home Mortgage
Default Management Department

CS7-C1

COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT

MORTGAGEE'S AFFIDAVIT
Under Chapter 206 of the Acts of 2007
(as amended by Chapter 244 of the Acts of 2007)

10 MISC 424980



Wells Fargo Bank, N.A.

Defendant(s)/Mortgagor(s): PAUL D. CONTI

Property Address: 14 STILL DOCK ROAD, UNIT NO. 1, STILL DOCK CONDOMINIUM
NANTUCKETT, MA 02554

1) The undersigned makes oath and says that it is (check one):

- ☐ The Mortgagee of the Mortgage which is the subject of this proceeding; or
☐ One who holds under the Mortgage; or
☒ One who is authorized to act by and on behalf of either the Mortgagee or
one holding under the Mortgage;

AND

2) The undersigned further makes oath and says that (check one):

☒ The undersigned or a prior holder of the Mortgage has caused to be mailed the
Notice(s) to Defendant(s)/Mortgagor(s) in compliance with Section 11 of Chapter 206 of
the Acts of 2007, as amended;

OR

☐ Notice has not been sent because no notice is required under Section 11(e) of
Chapter 206 of the Acts of 2007.

Signed under the pains and penalties of perjury this 10 day of March, 2010.

Plaintiff(s)

By: Wells Fargo Bank, N.A.

Name: Xee Moua

Xee Moua

Title: Vice President of Loan Documentation

CS7-C2

COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT

11 MISC 450915



Wells Fargo Bank, NA

MORTGAGEE'S AFFIDAVIT

Under Massachusetts General Laws, Chapter 244, Section 35A, as amended St. 2010,
Chapter 258, Section 7.

Case No.

Defendant(s)/Mortgagor(s):

Paul D. Conti

Property Address:

14 Still Dock Road, Unit 1, Still Dock Condominium, Nantucket, MA 02554

1) The undersigned makes oath and says that it is (check one):

- ☒ The Mortgagee of the Mortgage which is the subject of this proceeding; or
() One who holds under the Mortgage; or
() One who is authorized to act by and on behalf of either the Mortgagee or one holding
under the Mortgage;

AND

2) The undersigned further makes oath and says that (check one):

() The undersigned or a prior holder of the Mortgage has caused to be mailed the
Notice(s)* to Defendant(s)/Mortgagor(s) in compliance with Massachusetts General Laws, Chapter 244,
Section 35A, as amended;

OR

☒ No notice has been sent because no notice is required under Massachusetts General Laws,
Chapter 244, Section 35A, as amended

Signed under the pains and penalties of perjury this 22nd day of June, 2011.

Plaintiff(s) Wells Fargo Bank, NA

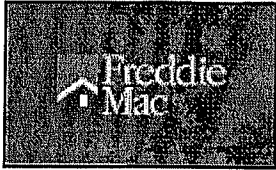
Camille Garcia
Camille Garcia
Vice President of Loan Documentation

* COPY OF CHAPTER 244, SECTION 35A NOTICE ATTACHED

[Go straight to content.](#)

- [Home](#) |
- [Terms and Conditions](#) |
- [Privacy Policy](#)

CS7-D



Freddie Mac: Avoiding Foreclosure
Steps You Can Take Today to Protect Your Home

Does Freddie Mac Own Your Mortgage?

Call your servicer -- the organization to which you make your mortgage payments -- immediately if you are having difficulty paying your mortgage on time. The telephone number and mailing address of your mortgage servicer should be listed on your monthly statement. There are also a number of organizations that may be able to help you.

Your servicer should be able to tell you if your mortgage is owned by Freddie Mac. If you wish, you may conduct a search using the secured look-up tool below. **Please enter your information carefully** -- a spelling error or other small mistake could cause an uncertain result. Abbreviations, typos, or including the "Street Type" in the "Street Name" field can lead to incorrect results.

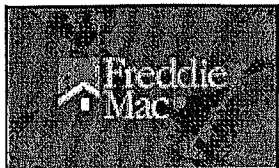
Self-Service Lookup

* Indicates required fields

First Name *	<input type="text" value="paul"/>	
Last Name *	<input type="text" value="conti"/>	
House Number *	<input type="text" value="14"/>	
Street Name *	<input type="text" value="still dock"/>	Do not include "Street", "Avenue", "Drive", etc. in this form field.
Street Suffix	<input type="text" value="Suffix"/>	
Unit Number	<input type="text" value="1"/>	
City *	<input type="text" value="nantucket"/>	
State *	<input type="text" value="MA"/>	
Zip Code *	Format: ##### <input type="text" value="02554"/>	
Last 4 Digits of Social Security Number *	Enter last 4 digits only. Format: #### <input type="text"/>	Why do we ask for Social Security?
Verification *	<input checked="" type="checkbox"/> By checking this box and clicking on the button below to submit this information, I confirm I am the owner of this property or have the consent of the owner to lookup this information.	

Go straight to content.

- [Home](#) |
- [Terms and Conditions](#) |
- [Privacy Policy](#)



Freddie Mac: Avoiding Foreclosure
Steps You Can Take Today to Protect Your Home

Our Records Indicate that Freddie Mac IS the Owner of Your Mortgage

[En Español](#)

Thank you for contacting Freddie Mac. Our records show that Freddie Mac is the owner of your mortgage.

If you are currently behind in your monthly mortgage payments or are already in the foreclosure process, help is available. Through the federal Making Home Affordable program, you may be able to take advantage of new refinance or mortgage modification options that may reduce your monthly payment and may help you save your home. Freddie Mac is working with our mortgage servicers to implement these programs.

You must contact your mortgage servicer. Because Freddie Mac does not directly originate mortgages for consumers, you will need to contact your mortgage servicer, the organization to whom you make your monthly mortgage payments, to determine the best solution based on your individual circumstances. Ask to speak with someone in your servicer's Loss Mitigation Department. The telephone number and mailing address of your mortgage servicer should be listed on your monthly statement. There are also a [number of organizations](#) that may be able to help you.

You may also visit our "[Working With Your Lender to Stop Foreclosure](#)" page to help prepare for your call. Our Website also contains general information for consumers about avoiding foreclosure and the steps borrowers currently in the foreclosure process should take immediately. You can find this information at www.FreddieMac.com/avoidforeclosure.

© Freddie Mac

CASE STUDY

8

Case Study 8

Borrower: Digianvittorio, John J., and Margaret, 69 Shelbourne Road, West Yarmouth, MA
Land Court Case 11-MISC-444745 filed June 20, 2011

Attached Documents:

- A. Mortgage (first two pages) to H&R Block Mortgage Corporation as “Mortgagee” dated August 25, 2005;
- B. Default/Right to Cure letter(s) – two (2) are provided and the dates on each are redacted and unreadable;
- C. Mortgagee’s Affidavit dated January 14, 2011;
- D. Assignment of Mortgage – there are two (2):
 - 1.) Assignment of Mortgage dated December 14, 2005
 - 2.) Assignment of Mortgage dated December 20, 2010

Summary:

The default/right to cure letter is from American Home Mortgage Servicing, Inc. (“AHMSI”). The date is redacted.

The default/right to cure letter identifies the “mortgagee” as “Oomc Loan Trust Series 2006-1”.

Accordingly, the c. 244, s. 35A letter is not from the “mortgagee” as required by c. 244, s. 35(g).

Because of the redaction(s) on the c. 244, s. 35A letter, is impossible to tell whether the name and address of the mortgagee (or one holding thereunder) is properly identified as of the date on the c. 244, s. 35 default/right to cure letter.

The first Assignment of Mortgage, dated December 14, 2005, purports to be from H&R Block to Option One Mortgage Corporation. The second Assignment of Mortgage, dated December 20, 2010, appears to be from “Sand Canyon Corporation f/k/a Option One Mortgage Corporation” to “Wells Fargo Bank, N.A. as Trustee for Option One Mortgage Loan Trust 2006-1, Asset-Backed Certificates, Series 2006-1” (“the 2006-1 Trust”).

The default/right to cure letter lists the loan originator as “Option One Mortgage Corporation”. This is clearly wrong since the loan originator appears on the mortgage as H&R Block Mortgage Corporation. See p. 1 of the mortgage. Accordingly, the c. 244, s. 35A letter fails to properly identify the name of the loan originator as required by c. 244, s. 35A(h)(5).

The January 14, 2011 Mortgagee’s Affidavit was purportedly “[s]igned under the pains and penalties of perjury” by one “Tonya Hopkins” as “Assistant Secretary” for “Plaintiff: Wells Fargo Bank, N.A., as Trustee for Option One Mortgage Loan Trust 2006-1, Asset-Backed Certificates, Series 2006-1 by American Home Mortgage Servicing, Inc., as attorney in fact”.

Ms. Hopkins represented – under oath – that she was 1.) authorized to act “by and on behalf of either the Mortgagee or one holding under the Mortgage”, and that 2.) she, or a prior holder of

the mortgage, had caused to be mailed to the borrower the required default/right to cure notice in compliance with c. 244, s. 35A. No evidence of Ms. Hopkins' authority to sign documents for Wells Fargo Bank, N.A. as Trustee of the 2006-1 Trust as "Assistant Secretary" or for AHMSI as "attorney in fact" for the 2006-1 Trust was provided with the Mortgagee's Affidavit.

Ms. Hopkins' assertion that she "or a prior holder" caused a notice in compliance with c. 244, s. 35A to be sent to the borrower was false for the reasons stated herein.

Given the foregoing, Ms. Hopkins' sworn statement(s) on the Mortgagee's Affidavit was/were false and untrue when they were made, and, with the help and cooperation of the law firm that filed the pleadings with the Land Court (Korde & Associates, PC) represent/represented a fraud as against the borrower as well as a fraud on the Land Court.

Current Status:

Judgment has issued in 11-MISC-444745. No foreclosure sale has yet been scheduled.

WHEN RECORDED MAIL TO:

OPTION ONE MORTGAGE CORPORATION
P.O. BOX 51096
IRVINE, CA 92619-7096

ATTN: RECORDS MANAGEMENT

Bk 20227 Ps138 #61762
09-02-2005 @ 12:29p

CS8-A

Prepared by & Return to:
TransContinental Title Co.
4033 Tampa Rd Suite 101
Oldsmar, FL 34677
800-225-7897

Loan Number: 401003812
Servicing Number: 001844681-5

(Space Above This Line For Recording Data)

P-330104-124
F-675371

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 25, 2005 . The mortgagor is
JOHN J. DIGIANVITTORIO AND MARGARET DIGIANVITTORIO, HUSBAND AND WIFE.

("Borrower"). This Security Instrument is given to
H&R Block Mortgage Corporation, a Massachusetts Corporation
which is organized and existing under the laws of MASSACHUSETTS , and whose address is
3 Burlington Woods, 2nd Floor, Burlington, MA 01803

("Lender"). Borrower owes Lender the principal sum of
FOUR HUNDRED SEVENTY SIX THOUSAND THREE HUNDRED FORTY
AND NO/100THS Dollars (U.S. \$476,340.00)

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly
payments, with the full debt, if not paid earlier, due and payable on September 01, 2035 . This Security
Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of
this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the
Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described
property located in Barnstable County, Massachusetts
MAP 75 PARCEL 20 - 444

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF.

which has the address of 69 SHELBORNE RD, W YARMOUTH

Massachusetts 02673 - ("Property Address");
[Zip Code]

[Street, City]

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 COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage,
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.

COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal
of and evidenced by the Note and any prepayment and late charges due under the Note.

Loan Number: 401003812

Servicing Number: 001844681-5

Date: 08/25/05

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

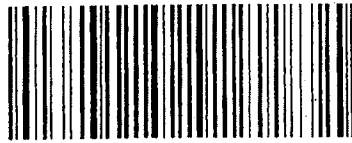
5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, or applicable Law otherwise requires, insurance proceeds shall be applied first to reimburse Lender for costs and expenses incurred in connection with obtaining any such insurance proceeds, and then, at Lender's option, in such order and proportion as Lender may determine in its sole and absolute discretion, and regardless of any impairment of security or lack thereof: (i) to the sums secured by this Security Instrument, whether or not then due, and to such components thereof as Lender may determine in its sole and absolute discretion; and/or (ii) to Borrower to pay the costs and expenses of necessary repairs or restoration of the Property to a condition satisfactory to Lender. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, Lender may collect the insurance proceeds. Lender may, in its sole and absolute discretion, and regardless of any impairment of security or lack thereof, use the proceeds to repair or restore the Property or to pay the sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

If Borrower obtains earthquake insurance, any other hazard insurance, or any other insurance on the Property and such insurance is not specifically required by Lender, then such insurance shall (i) name Lender as loss payee thereunder, and (ii) be subject to the provisions of this paragraph 5.



11 JUL 20 11 01 50

C58-B



Margaret Digianvittorio John J Digianvittorio
69 Shelburne Rd
West Yarmouth, MA 02673-1442

Re: Loan No: [REDACTED]

Property Address:

69 Shelbourne Rd
W Yarmouth, MA 02673

Dear Margaret Digianvittorio John J Digianvittorio:

You are hereby provided formal notice by the Servicer American Home Mortgage Servicing, Inc. as authorized by the Creditor of the above-referenced home loan (hereinafter referred to as "the Debt") that you are in default under the terms and conditions of the Note and Security Instrument (i.e. Deed of Trust, Mortgage, etc.) for failure to pay the required installments when due, and important data regarding that information is found in this document.

This letter serves as further notice that American Home Mortgage Servicing, Inc. intends to enforce the provisions of the Note and Security Instrument. You must pay the full amount of the default on this loan by the Ninetieth (90th) day from the date of this letter which is [REDACTED] (or if said date falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). If you do not pay the full amount of the default, American Home Mortgage Servicing, Inc. shall accelerate the entire sum of both principal and interest due and payable, and invoke any remedies provided for in the Note and Security Instrument, including but not limited to the foreclosure sale of the property. If you received a bankruptcy discharge, which included this debt, this notice is not intended and does not constitute an attempt to collect a debt against you personally. Notice provisions may be contained within your mortgage/deed of trust which notice may be required prior to foreclosure.

American Home Mortgage Servicing, Inc. is acting as the Mortgage Servicer for Oomc Loan Trust Series 2006-1, whose address is 1525 S. Beltline RD Coppell, TX 75019, who is the Mortgagee of the Note and Deed of Trust associated with your real estate loan. The originator of the Debt is Option One Mortgage Corporation.

You are hereby informed that you have the right to "cure" or reinstate the loan after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense you may have to acceleration and sale.

The loan is in default because regular monthly mortgage payments have not been maintained according to the terms of the mortgage contract. The total amount owed as of [REDACTED] is [REDACTED], which is comprised of:

Monthly Payment of Principal, Interest and Escrow
Late Charges (if applicable)
NSF and Advances (if applicable)
Less Credit Balance (Suspense)
Total Due as of [REDACTED]



**IMPORTANT INFORMATION CONCERNING YOUR RIGHTS IS
CONTAINED ON PAGE TWO**

Because of interest, late charges, or credits that may vary from day to day, or be assessed during the legal processing of this letter, the amount due on the day that you pay may be greater. Please contact Lindsey Lucas with American Home Mortgage Servicing, Inc. at 1-800-505-3706 x42522 on the day that you intend to pay for the full amount owed on your account. This letter is in no way intended as a payoff statement for your mortgage, it merely states an amount necessary to cure the current delinquency.

Please note, however, that your right to cure this default as referenced herein does not suspend your payment obligations. Pursuant to the terms of the Note, your [REDACTED] installment is still due on [REDACTED] (or if said date(s) falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). In addition, any advances made by the Servicer to protect their lien position must be added to the total amount necessary to cure the default. Please disregard this notice if a payment sufficient to cure the default has already been sent.

American Home Mortgage Servicing, Inc. is attempting to collect a debt, and any information obtained will be used for that purpose.

Federal law gives you thirty days after you receive this letter to dispute the validity of this debt or any part of it. Unless you dispute the debt within that 30-day period, we will assume that it is valid. If you notify us in writing at the address below within the thirty day period that the debt, or any portion thereof, is disputed, we will: a) Provide to you verification of the debt or a copy of any judgment entered against you. b) Provide to you the name and address of your original creditor, if the original creditor is different from the current creditor.

A "CURE" or "Reinstatement Right" similar to that described in the prior paragraph may be available in many states. If, at any time, you make a written request not to be contacted by phone at your place of employment, we will not do so. If you voluntarily surrender possession of the collateral specified herein, you could still owe additional monies after the money received from the sale of the collateral is deducted from the total amount you owe.

NOTICE OF IMPORTANT RIGHTS: YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE CREDITOR.

American Home Mortgage Servicing, Inc. would like you to be aware that if you are unable to make payments or resume payments within a reasonable period of time due to a reduction in your income resulting from a loss or reduction in your employment, you may be eligible for Homeownership Counseling. Please contact the HUD toll free number 1-800-569-4287 to obtain a list of HUD approved nonprofit organizations servicing your residential area. You may be eligible for assistance from the Massachusetts Housing Finance Agency and/or the Division of Banks. Please contact the Massachusetts Housing Finance Agency toll free number at 1-888-995-HOPE or the Division of Banks at 1-800-495-BANK (within Massachusetts only) or 617-956-1500 (outside of Massachusetts) to request this assistance.

You are notified that this default and any other legal action that may occur as a result thereof may be reported to one or more local and national credit reporting agencies. American Home Mortgage Servicing, Inc. requests that all payments be made in Certified Funds (Cashiers check, money order or quick collect). Overnight: 1525 S. Beltline Rd. Coppell, Tx 75019. Western Union: Code City-AHMSI, Code State - TX. You may contact Lindsey Lucas with American Home Mortgage Servicing, Inc. at 1-800-505-3706 x42522 or www.ahmsi3.com should you have servicing questions regarding your account.

The matters discussed herein are of extreme importance. We trust you will give them appropriate attention.

Very truly yours,
American Home Mortgage Servicing, Inc.

AHMSI
Specializing in
Mortgage Servicing

Re: 69 Shelbourne Rd
W Yarmouth, MA 02673

Dear Margaret Digianvittorio John J Digianvittorio:

You are hereby provided formal notice by the Servicer (American Home Mortgage Servicing, Inc.), as authorized by the Creditor of the above-referenced home loan (hereinafter referred to as "the Debt") that you are in default under the terms and conditions of the Note and Security Instrument (i.e. Deed of Trust, Mortgage, etc.), for failure to pay the required installments when due, and important data regarding that information is found in this document.

This letter serves as further notice that American Home Mortgage Servicing, Inc. intends to enforce the provisions of the Note and Security Instrument. You must pay the full amount of the default on this loan by the thirty-fifth (35th) day from the date of this letter which is [REDACTED] (or if said date falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). If you do not pay the full amount of the default, we shall accelerate the entire sum of both principal and interest due and payable, and invoke any remedies provided for in the Note and Security Instrument, including but not limited to the foreclosure sale of the property. If you received a bankruptcy discharge which included this debt, this notice is not intended and does not constitute an attempt to collect a debt against you personally. Notice provisions may be contained within your mortgage/deed of trust which notice may be required prior to foreclosure.

You are hereby informed that you have the right to "cure" or reinstate the loan after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense you may have to acceleration and sale.

As of [REDACTED] the amount of the debt that we are seeking to collect is [REDACTED] which includes the sum of payments that have come due on and after [REDACTED] any late charges, periodic adjustments to the payment amount (if applicable), and expenses of collection. In addition, any advances made by the Servicer to protect their lien position must be added to the total amount necessary to cure the default. Because of interest, late charges, and other charges or credits that may vary from day to day, or be assessed during the legal processing of this letter, the amount due on the day that you pay may be greater. Please contact American Home Mortgage Servicing, Inc. at 1-877-304-3100 on the day that you intend to pay for the full amount owed on your account. This letter is in no way intended as a payoff statement for your mortgage, it merely states an amount necessary to cure the current delinquency.

Please note, however, that your right to cure this default as referenced herein does not suspend your payment obligations. Pursuant to the terms of the Note, you [REDACTED] installment is still due on [REDACTED] (or if said date(s) falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). Please disregard this notice if a payment sufficient to cure the default has already been sent.

American Home Mortgage Servicing, Inc. is attempting to collect a debt, and any information obtained will be used for that purpose. Federal law gives you thirty days after you receive this letter to dispute the validity of this debt or any part of it. Unless you dispute the debt within that 30-day period, we will assume that it is valid. If you notify us in writing at the address below within the thirty day period that the debt, or any portion thereof, is disputed, we will:

- a) Provide to you verification of the debt or a copy of any judgment entered against you.
- b) Provide to you the name and address of your original creditor, if the original creditor is different from the current creditor.

A "CURE" or "Reinstatement Right" similar to that described in the prior paragraph may be available in many states. If, at any time, you make a written request not to be contacted by phone at your place of employment, we will not do so. If you voluntarily surrender possession of the collateral specified herein, you could still owe additional monies after the money received from the sale of the collateral is deducted from the total amount you owe.

NOTICE OF IMPORTANT RIGHTS: YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE CREDITOR.

American Home Mortgage Servicing, Inc. would like you to be aware that if you are unable to make payments or resume payments within a reasonable period of time due to a reduction in your income resulting from a loss or reduction in your employment, you may be eligible for Homeownership Counseling. Please contact the HUD toll free number (800-569-4287) to obtain a list of HUD approved nonprofit organizations servicing your residential area.

You are notified that this default and any other legal action that may occur as a result thereof may be reported to one or more local and national credit reporting agencies by American Home Mortgage Servicing, Inc. American Home Mortgage Servicing, Inc. requests that all payments be made in Certified Funds (Cashiers check, money order or quick collect). Overnight: 1525 S. Beltline Rd. Coppell, Tx 75019. Western Union: Code City-AHMSI Code State - TX. You may contact American Home Mortgage Servicing, Inc. at 1-877-304-3100 or www.ahmsi3.com should you have servicing questions regarding your account.

The matters discussed herein are of extreme importance. We trust you will give them appropriate attention.

Very truly yours,

American Home Mortgage Servicing, Inc.

American Home Mortgage Servicing, Inc.
PO Box 3449
Greenwood Village, CO 80155



Margaret Digianvittorio John J Digianvittorio
69 Shelbourne Rd
West Yarmouth, MA 02673-1442

COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT

11 JAN 20 11 9:55

CS8-C

MORTGAGEE'S AFFIDAVIT
Under Chapter 206 of the Acts of 2007
(as amended by Chapter 224 of the Acts of 2007)

11 MISC 444745



Wells Fargo Bank, N.A., as

Defendant(s)/Mortgagor(s): Margaret Digianvittorio and John J. Digianvittorio

Property Address: 69 Shelbourne Road, West Yarmouth (Yarmouth), MA 02673

- 1) The undersigned makes oath and says that it is (check one):
- ☐ The **Mortgagee** of the Mortgage which is the subject of this proceeding; or
 - ☐ One who holds under the **Mortgagee**; or
 - ☒ One who is authorized to act by and on behalf of either the **Mortgagee** or one holding under the **Mortgagee**;

AND

- 2) The undersigned further makes oath and says that (check one):
- ☒ The undersigned or a prior holder of the Mortgage has caused to be mailed the Notice(s) to Defendant(s)/Mortgagor(s) in compliance with Section 11 of Chapter 206 of the Acts of 2007, as amended;

OR

- ☐ Notice has not been sent because no notice is required under Section 11(e) of Chapter 206 of the Acts of 2007.

Signed under the pains and penalties of perjury this 14 day of January, 2011.

Plaintiff: Wells Fargo Bank, N.A., as Trustee for Option
One Mortgage Loan Trust 2006-1, Asset-Backed
Certificates, Series 2006-1 by American Home Mortgage
Servicing, Inc. as attorney in fact

By: [Signature]
Tonya Hopkins

Assistant Secretary

Title:

Recording Requested By:
AMERICAN DOCUMENT
SERVICES INC.

01-11-2006 @ 03:44p

And When Recorded Mail To:
American Document Services Inc
250 Commerce, 2nd Floor
Irvine, CA 92602

CS8-D1

Loan#: 401003812

Service#: 132317AS1



Space above for Recorder's use

ASSIGNMENT OF MORTGAGE

For good and valuable consideration, the sufficiency of which is hereby acknowledged, H&R BLOCK MORTGAGE CORP., A MASSACHUSETTS CORP., 20 BLANCHARD ROAD BURLINGTON MA 01803-0000. By these presents does convey, grant, bargain, sell, assign, transfer and set over to: OPTION ONE MORTGAGE CORPORATION, 3 ADA IRVINE CA 92618-0000. The described Mortgage, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon. Said Mortgage in the amount of \$476,340.00 is recorded in the State of MASSACHUSETTS, County of BARNSTABLE Official Records, dated and recorded on SEPTEMBER 02, 2005, as DOCKET# ---, in Book No. 20227, at Page No. 138.

Original Mortgagor: JOHN J. DIGIANVITTORIO AND MARGARET DIGIANVITTORIO; HUSBAND AND WIFE.. Original Mortgagee: H&R BLOCK MORTGAGE CORPORATION; A MASSACHUSETTS CORPORATION. Property Address: 69 SHELBOURNE RD, W YARMOUTH MA 02673.
Date: DECEMBER 14, 2005

H&R BLOCK MORTGAGE CORPORATION, A MASSACHUSETTS CORP.

By: [Signature]
Liz Stetson, Vice President

WITNESS:

[Signature]
Imelda Davalos

[Signature]
Mannix Ruedas

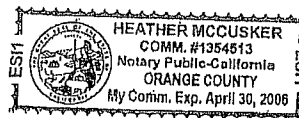
State of CALIFORNIA
County of ORANGE

}
} ss.

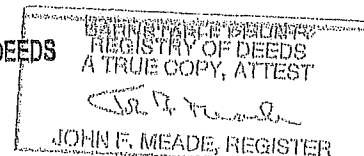
On DECEMBER 14, 2005, before me, Heather McCusker, personally appeared Liz Stetson, Vice President personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) 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.

[Signature]
(Notary Name): Heather McCusker



BARNSTABLE REGISTRY OF DEEDS



CS8-D2

Bk 25214 Pg2 #4887

01-26-2011 @ 12:53p

10-004112

CORPORATION ASSIGNMENT OF DEED OF TRUST/MORTGAGE

FOR VALUE RECEIVED, **Sand Canyon Corporation f/k/a Option One Mortgage Corporation**, THE UNDERSIGNED HEREBY GRANTS, ASSIGNS AND TRANSFERS* TO:

Wells Fargo Bank, N.A., as Trustee for Option One Mortgage Loan Trust 2006-1, Asset-Backed Certificates, Series 2006-1

Whose address is: 1761 E. St. Andrews Place, Santa Ana, CA 92705

ALL BENEFICIAL INTEREST UNDER THAT CERTAIN MORTGAGE DATED **August 25, 2005**
EXECUTED BY: **John J. Digianvittorio and Maragret Digianvittorio**

Said Mortgage Is recorded at Barnstable County Registry of Deeds in Book 20227, Page 138

LEGAL DESCRIPTION AS DESCRIBED ON MORTGAGE REFERRED TO THEREIN

Property Address: **69 Shelbourne Road, West Yarmouth (Yarmouth), MA 02673**

TOGETHER WITH THE NOTE OR NOTES THEREIN DESCRIBED OR REFERRED TO, THE MONEY DUE AND TO BECOME DUE THEREON WITH INTEREST, AND ALL RIGHTS ACCRUED OR TO ACCRUE UNDER SAID DEED OF TRUST/MORTGAGE/MORTGAGE.

DATED: DEC 20 2010

Sand Canyon Corporation f/k/a Option One Mortgage Corporation

BY: Elizabeth Boulton Elizabeth Boulton
TITLE: Vice President

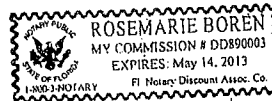
STATE OF: Florida
COUNTY OF: Duval

ON DEC 20 2010 before me, the undersigned notary public personally appeared Elizabeth Boulton of Sand Canyon Corporation f/k/a Option One Mortgage Corporation 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 in the within instrument and acknowledged to me that he/she/they executed the same in his/her their capacity(ies), and that by his/her/their signature(s) on the the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument, it being their free act and deed.

WITNESS my hand and official seal:

SIGNATURE: Rosemarie Boren

MY COMMISSION EXPIRES: MAY 14 2013



CASE STUDY

9

Case Study 9

Borrower: Foregger, Douglas, 6 Fayette Street, Nantucket, MA
Land Court Case 10-MISC-435230 filed July 27, 2010
Land Court Case 11-MISC-444745 filed June 20, 2011

Attached Documents:

- A. Mortgage (first two pages) to MERS as “Mortgagee” dated June 22, 2007;
- B. Default/Right to Cure letter(s) – two (2) are provided:
 - 1.) March 25, 2010 with the filings in 10-MISC-435230;
 - 2.) July 16, 2009 with the filings in 11-MISC-454693
- C. Mortgagee’s Affidavit(s) – two (2) are provided:
 - 1.) July 7, 2010 with the filings in 10-MISC-435230;
 - 2.) October 11, 2011 with the filings in 11-MISC-454693
- D. Assignment(s) of Mortgage – two (2) are provided:
 - 1.) Assignment of Mortgage from MERS to American Home Mortgage Servicing, Inc., dated November 25, 2009;
 - 2.) Assignment of Mortgage from American Home Mortgage Servicing, Inc., to Residential Credit Solutions, Inc. dated October 19, 2010

Summary:

Land Court Case 10-MISC-435230 filed July 27, 2010⁸

The March 25, 2010 default/right to cure letter filed with 10-MISC-435230 is from American Home Mortgage Servicing, Inc. (“AHMSI”).

The default/right to cure letter identifies the “mortgagee” on March 25, 2010 as “Calyon” – without further explanation.

Accordingly, the c. 244, s. 35A letter is not from the “mortgagee” as required by c. 244, s. 35(g).

The mortgagee on March 25, 2010 purports to have been AHMSI via the first Assignment of Mortgage purports to be from MERS dated November 25, 2009. There is no mention of any entity called “Calyon” – as referenced in the default/right to cure letter – anywhere.

Accordingly, the name and address of the mortgagee (or one holding thereunder) is not properly identified in the March 25, 2010 c. 244, s. 35A letter.

The July 7, 2010 Mortgagee’s Affidavit was purportedly “[s]igned under the pains and penalties of perjury” by one “Arthur Simmons” as “Assistant Secretary” for “Plaintiff: American Home Mortgage Servicing, Inc.”

⁸ 10-MISC-435230 was dismissed by Order of Judge Cutler of the Land Court on August 31, 2011 for AHMSI’s failure to provide proper evidence of standing – in response to an Order to Show Cause issued by the Court - to have filed the case in the first instance.

Mr. Simmons represented – under oath – that he was 1.) authorized to act “by and on behalf of either the Mortgagee or one holding under the Mortgage”, and that 2.) he, or a prior holder of the mortgage, had caused to be mailed to the borrower the required default/right to cure notice in compliance with c. 244, s. 35A. No evidence of Mr. Simmons’ authority to sign documents for AHSMI as “Assistant Secretary” was provided with the Mortgagee’s Affidavit.

Mr. Simmons’ assertion that he “or a prior holder” caused a notice in compliance with c. 244, s. 35A to be sent to the borrower was false for the reasons stated herein.

On July 7, 2010, Mr. Simmons attested under oath that AHMSI was the holder of the note and the mortgage. This directly contradicts the representations in the March 10, 2010 default/right to cure letter filed with the Mortgagee’s Affidavit. Moreover, Mr. Simmons appears to rely on the MERS assignment to AHMSI for this proposition. The MERS assignment – created and executed by DOCX, LLC in Alpharetta, GA – is alleged to be invalid.⁹

Given the foregoing, Mr. Simmons’ sworn statement(s) on the Mortgagee’s Affidavit was/were false and untrue when they were made, and, with the help and cooperation of the law firm that filed the pleadings with the Land Court (Ablitt/Scotfield) represents/represented a fraud as against the borrower as well as a fraud on the Land Court.

Land Court Case 11-MISC-444745 filed June 20, 2011

After 10-MISC-435230 was dismissed on August 31, 2011, a new case was brought on October 14, 2011 in 11-MISC-454693 in the name of Residential Credit Solutions, Inc. (“RCS”)

Inexplicably, the c. 244, s. 35A default/right to cure letter filed with the pleadings in 11-MISC-452693 – also from AHMSI – is dated July 16, 2009. This is almost eight (8) months *prior* to

⁹ On August 23, 2011, in the District Court of Dallas County Texas, American Home Mortgage Servicing, Inc. (“AHMSI”) commenced a lawsuit against Lender Processing Services, Inc. (“LPS”) and DOCX, LLC (“DOCX”) alleging that LPS, by and through its subsidiary DOCX engaged in massive “robo-signing”, causing tens of thousands of false documents to be prepared and recorded on public land records throughout the country and causing damage and liability to AHMSI. See *American Home Mortgage Servicing, Inc., v. Lender processing Services, Inc., et al*, (8th Cir., Dallas County, TX) Cause No. 11-10440 (August 23, 2011). See <http://www.scribd.com/doc/63086709/AHMSI-v-LPS-File-Stamped-Petition>. Some cases are being exposed by the media. On April 3, 2011, an investigative report by CBS’ “60 Minutes” aired on national television. The report detailed the “robo-signing” of millions of foreclosure documents by LPS and its subsidiaries including DOCX. The story included Chris Pendley – one of the signers of the MERS assignment in this case - “robo-signing” one of his co-worker’s (“Linda Green”) signatures. See <http://www.cbsnews.com/video/watch/?id=7361572n&tag=contentBody;storyMediaBox>. Some cases are being brought by state Attorneys General. On December 15, 2011, the state of Nevada sued LPS and DOCX for consumer fraud in the wake of another “robo-signing” scandal which may invalidate thousands of foreclosures in Nevada. See <http://ag.state.nv.us/newsroom/press/2011/lpspressrelease.pdf>. On December 1, 2011, Massachusetts Attorney General Martha Coakley sued MERS and five (5) national banks for, among other things, violations of the Massachusetts Consumer Protection Act at M.G.L. c. 93A and for failing to properly record assignments of mortgage. See <http://www.mass.gov/ago/news-and-updates/press-releases/2011/five-national-banks-sued-by-ag-coakley.html>. At least one County Register of Deeds has refused to record “robo-signed” documents in his registry district. See http://www.msnbc.msn.com/id/44365184/ns/business-real_estate/t/robo-signing-scandal-may-date-back-late-s/#.TvC9QPKwU_0

the default/right to cure letter used in 10-MISC-435230 (compare March 25, 2010 letter with July 19, 2009 letter).

Nowhere in the July 19, 2009 default/right to cure letter is the “mortgagee” (or one holding thereunder) identified.

Accordingly, the name and address of the mortgagee (or one holding thereunder) is not properly identified in the July 19, 2009 c. 244, s. 35A letter.

Filed with 11-MISC-444745 was a Mortgagee’s Affidavit dated October 11, 2011. This Mortgagee’s Affidavit was purportedly “[s]igned under the pains and penalties of perjury” by one “Romeo Lasam” as “Director” for “Plaintiff: Residential Credit Solutions, Inc.”.

Mr. Lasam represented – under oath – that he was 1.) authorized to act “by and on behalf of either the Mortgagee or one holding under the Mortgage”, and that 2.) he, or a prior holder of the mortgage, had caused to be mailed to the borrower the required default/right to cure notice in compliance with c. 244, s. 35A. No evidence of Mr. Lasam’s authority to sign documents for RCS as “Director” was provided with the Mortgagee’s Affidavit.

Mr. Lasam’s assertions that he “or a prior holder” caused a notice in compliance with c. 244, s. 35A to be sent to the borrower was false for the reasons stated herein.

Given the foregoing, Mr. Lasam’s sworn statement(s) on the Mortgagee’s Affidavit was/were false and untrue when they were made, and, with the help and cooperation of the law firm that filed the pleadings with the Land Court (Doonan, Graves and Longoria) represents/represented a fraud as against the borrower as well as a fraud on the Land Court.¹⁰

Current Status:

An answer is due in 11-MISC-444745 on or before January 9, 2012.

¹⁰ RCS purports to rely on an assignment of mortgage from AHMSI to it dated October 19, 2011 (the notary acknowledgement is dated October 18, 2011 – the day *before* the assignment was executed). See Appendix. Even if this assignment were valid, this assignment cannot be relied upon to provide standing in the Servicemembers case as it was executed after the Land Court action was commenced (on October 14, 2011). In order to have standing to commence the foreclosure process, the foreclosing entity (RCS) had to hold the mortgage before starting the foreclosure process by and through the Servicemembers case. See *U.S. National Bank v. Ibanez*, 458, Mass. 637 (2011).



2007 00002278

Bk: 1090 Pg: 96 Page: 1 of 21
Doc: MTG 06/27/2007 10:53 AMReturn To:
American Home Mortgage
4650 Regent Blvd., Suite 100
Irving, TX 75063-2250

CS9-A

Prepared By:
Dawn Viliott
1601 Trapelo Road
Suite 190
Waltham, MA
02451

[Space Above This Line For Recording Data]

MORTGAGE

MIN 100024200018024907

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 June 22, 2007 together with all Riders to this document.

(B) "Borrower" is Douglas Foregger

Borrower is the mortgagor 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 mortgagee 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.

DOC #:323281

APPL #:0001802490

MASSACHUSETTS -Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3022 1/01

VMP-6A(MA) (0401)

Page 1 of 15

Initials:

VMP Mortgage Solutions (800)521-7201



(D) "Lender" is American Home Mortgage

Lender is a Corporation

organized and existing under the laws of State of New York

Lender's address is 538 Broadhollow Rd, Melville, NY 11747

(E) "Note" means the promissory note signed by Borrower and dated June 22, 2007

The Note states that Borrower owes Lender One Million Eight Hundred Thousand and No/100

Dollars

(U.S. \$1,800,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 1, 2037

(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]:

☒ Adjustable Rate Rider
☐ Balloon Rider
☐ VA Rider

☐ Condominium Rider
☐ Planned Unit Development Rider
☐ Biweekly Payment Rider

☐ Second Home Rider
☐ 1-4 Family Rider
☒ Other(s) [specify]

Prepayment Rider

(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

DOC #:323282

APPL #:0001802490

VMP-6A(MA) (0401)

Page 2 of 16

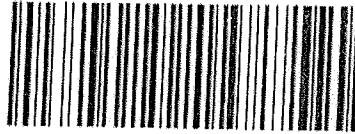
Initials:



Form 3022 1/01



March 25, 2010



7104 5400 2100 2851 0305

CS9 - B1



Douglas Foregger
12 Straight Wharf
Nantucket, MA 02554-3537

Re: Loan No: 0031829872
Property Address: 6 Fayette St
Nantucket, MA 02554

Dear Douglas Foregger:

You are hereby provided formal notice by the Servicer American Home Mortgage Servicing, Inc. as authorized by the Creditor of the above-referenced home loan (hereinafter referred to as "the Debt") that you are in default under the terms and conditions of the Note and Security Instrument (i.e. Deed of Trust, Mortgage, etc.) for failure to pay the required installments when due, **and important data regarding that information is found in this document.**

This letter serves as further notice that American Home Mortgage Servicing, Inc. intends to enforce the provisions of the Note and Security Instrument. You must pay the full amount of the default on this loan by the Ninetieth (90th) day from the date of this letter which is 06/23/2010 (or if said date falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). If you do not pay the full amount of the default, American Home Mortgage Servicing, Inc. shall accelerate the entire sum of both principal and interest due and payable, and invoke any remedies provided for in the Note and Security Instrument, including but not limited to the foreclosure sale of the property. If you received a bankruptcy discharge, which included this debt, this notice is not intended and does not constitute an attempt to collect a debt against you personally. Notice provisions may be contained within your mortgage/deed of trust which notice may be required prior to foreclosure.

American Home Mortgage Servicing, Inc. is acting as the Mortgage Servicer for Calyon, whose address is 1525 S. Beltline RD Coppell, TX 75019, who is the Mortgagee of the Note and Deed of Trust associated with your real estate loan. The originator of the Debt is AMERICAN HOME MORTGAGE.

You are hereby informed that you have the right to "cure" or reinstate the loan after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense you may have to acceleration and sale.

The loan is in default because regular monthly mortgage payments have not been maintained according to the terms of the mortgage contract. The total amount owed as of 03/24/2010 is \$83,348.04, which is comprised of:

Monthly Payment of Principal, Interest and Escrow	\$81,288.76
Late Charges (if applicable)	\$1,677.24
NSF and Advances (if applicable)	\$568.40
Less Credit Balance (Suspense)	\$186.36
Total Due as of 03/24/2010	\$83,348.04

**IMPORTANT INFORMATION CONCERNING YOUR RIGHTS IS
CONTAINED ON PAGE TWO**

Because of interest, late charges, or credits that may vary from day to day, or be assessed during the processing of this letter, the amount due on the day that you pay may be greater. Please contact Martina Gonzales with American Home Mortgage Servicing, Inc. at 1-800-505-3706 x 42523 on the day that you intend to pay for the full amount owed on your account. This letter is in no way intended as a payoff statement for your mortgage, it merely states an amount necessary to cure the current delinquency.

Please note, however, that your right to cure this default as referenced herein does not suspend your payment obligations. Pursuant to the terms of the Note, your 04/01/2010 installment is still due on 04/01/2010 (or if said date(s) falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). In addition, any advances made by the Servicer to protect their lien position must be added to the total amount necessary to cure the default. Please disregard this notice if a payment sufficient to cure the default has already been sent.

American Home Mortgage Servicing, Inc. is attempting to collect a debt, and any information obtained will be used for that purpose.

Federal law gives you thirty days after you receive this letter to dispute the validity of this debt or any part of it. Unless you dispute the debt within that 30-day period, we will assume that it is valid. If you notify us in writing at the address below within the thirty day period that the debt, or any portion thereof, is disputed, we will: a) Provide to you verification of the debt or a copy of any judgment entered against you. b) Provide to you the name and address of your original creditor, if the original creditor is different from the current creditor.

A "CURE" or "Reinstatement Right" similar to that described in the prior paragraph may be available in many states. If, at any time, you make a written request not to be contacted by phone at your place of employment, we will not do so. If you voluntarily surrender possession of the collateral specified herein, you could still owe additional monies after the money received from the sale of the collateral is deducted from the total amount you owe.

NOTICE OF IMPORTANT RIGHTS: YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE CREDITOR.

American Home Mortgage Servicing, Inc. would like you to be aware that if you are unable to make payments or resume payments within a reasonable period of time due to a reduction in your income resulting from a loss or reduction in your employment, you may be eligible for Homeownership Counseling. Please contact the HUD toll free number 1-800-569-4287 to obtain a list of HUD approved nonprofit organizations servicing your residential area. You may be eligible for assistance from the Massachusetts Housing Finance Agency and/or the Division of Banks. Please contact the Neighborworks' HOPE hotline at 1-888-995-4673 or the Division of Banks at 1-800-495-BANK ext. 1501 (within Massachusetts only) or 617-956-1500 (outside of Massachusetts) to request this assistance.

You are notified that this default and any other legal action that may occur as a result thereof may be reported to one or more local and national credit reporting agencies. American Home Mortgage Servicing, Inc. requests that all payments be made in Certified Funds (Cashiers check, money order or quick collect). Overnight: 1525 S. Beltline Rd. Coppell, Tx 75019. Western Union: Code City-AHMSI Code State - TX. You may contact Martina Gonzales with American Home Mortgage Servicing, Inc. at 1-800-505-3706 x 42523 or www.ahmsi3.com should you have servicing questions regarding your account.

The matters discussed herein are of extreme importance. We trust you will give them appropriate attention.

Very truly yours,
American Home Mortgage Servicing, Inc.

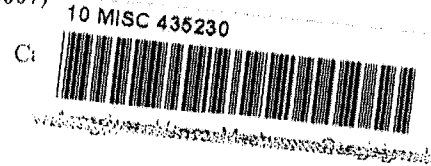
CS9-C1

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF THE TRIAL COURT

MORTGAGEE'S AFFIDAVIT
Under Chapter 206 of the Acts of 2007
(as amended by Chapter 244 of the Acts of 2007)

LAND COURT
FILED

2010 JUL 27 AM 8:40



Defendant(s)/Mortgagor(s): Douglas Foregger

Property Address: 6 Fayette Street, Nantucket, MA 02554

(1) The undersigned makes oath and says that it is (check one):

- ☐ The Mortgagee of the Mortgage which is the subject of this proceeding; or
☐ One who holds under the Mortgage; or
☒ One who is authorized to act by and on behalf of either the Mortgagee or one holding under the Mortgage;

AND

(2) The undersigned further makes oath and says that (check one):

☒ The undersigned or a prior holder of the Mortgage has caused to be mailed the Notice(s) to Defendant(s)/Mortgagor(s) in compliance with Section 11 of Chapter 206 of the Acts of 2007, as amended (MGL ch. 244, section 35A);

OR

☐ No notice is required to be mailed under Section 11(e) of Chapter 206 of the Acts of 2007, as amended (MGL ch. 244, section 35A) for the reason that:

- _____ The loan was accelerated prior to May 1, 2008;
- _____ A notice was previously sent to the Defendant(s)/Mortgagor(s) within the past five years;
- _____ The real property is not occupied in whole or in part by the Defendant(s)/Mortgagor(s);
- _____ The real property is not a residential dwelling house with accommodations of 4 or less separate households, or
- _____ Other explanation: _____

AND

(3) The holder of the Note and Mortgage is:

American Home Mortgage Servicing, Inc.

Signed under the pains and penalties of perjury this 24 day of July, 2010

Plaintiff: American Home Mortgage
Servicing, Inc.

Name: Arthur O. Simmons

Title: Assistant Secretary

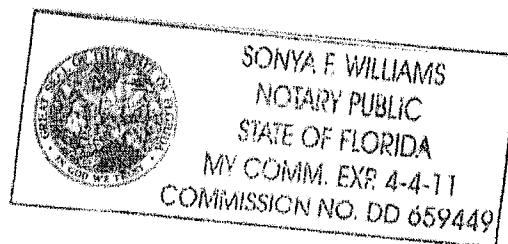
Arthur Simmons

STATE OF Florida

Duval, ss.

Then personally appeared before me, on this 24 day of July, 2010, the above named
Arthur Simmons and subscribed, swore and made oath that the foregoing
statement is true and acknowledged the foregoing to be his/her free act and deed.

Sonya F. Williams, Notary Public
My Commission Expires: 4-4-2011





P.O. Box 631730
Irving, TX 75063-1730

CS9-B2

FILED
11 OCT 16 11 29

July 16, 2009

Douglas Foregger
[REDACTED]
[REDACTED]

Re: Property Address: 6 Fayette St
Nantucket MA 02554
Borrowers : Douglas Foregger

Loan No. [REDACTED]

NOTICE OF DEFAULT

Dear Douglas Foregger :

Pursuant to Massachusetts law and the terms of the Promissory Note and/or Mortgage along with all Riders thereto, which were executed in connection with the above referenced loan, you are hereby served notice of the following:

1. The Promissory Note and/or Mortgage along with all Riders thereto, are presently in default due to the non-payment of the payment due 04-01-09 and all subsequent payments. You have the right to cure the default by paying the sum of money required to do so. You are required to cure your default by 10-16-09. ("Cure Deadline").

2. The total amount currently due on the Loan in order to cure the default is as follows:

Total Monthly Payment(s) Due: \$ [REDACTED]

Late Charges: [REDACTED]

NSF Fee due: [REDACTED]

Other Fees due: [REDACTED]

Less Suspense Amount [REDACTED]

****TOTAL DUE AS OF THE DATE OF THIS LETTER**** \$ [REDACTED]

To cure the default, in addition to the above sum, you must also remit any additional interest accruing for the time period from and after the date of this letter (but on or prior to the Cure Deadline) at the rate of \$ [REDACTED] per day, and any late charges for that same time period.



PLEASE BE ADVISED YOU REMAIN RESPONSIBLE FOR PAYMENT OF SUCH ITEMS AS PROPERTY TAXES, HAZARD INSURANCE, CONDOMINIUM ASSOCIATION FEES, AND OTHER MUNICIPAL CHARGES SUCH AS WATER, SEWER AND ELECTRIC. IF NECESSARY, AMERICAN HOME MORTGAGE SERVICING WILL TAKE STEPS TO PROTECT ITS LIEN STATUS, WHICH WOULD LEAD TO ADDITIONAL CHARGES TO YOU.

3. To cure this default, payment must be made, in the form of Certified Funds (cashier's check, certified check, or money order payable to American Home Mortgage Servicing, Inc.) in the full amount as stated above, directly to AHMSI, as follows:

American Home Mortgage Servicing, Inc. 1-877-304-3100-Toll free
1525 South Beltline Road
Coppell, TX 75019

4. If you do not cure this default by the Cure Deadline, the entire unpaid balance of the loan may be accelerated and become due and payable immediately, and we may take steps to terminate your ownership in the property by foreclosure proceedings or other action to seize the home. If a foreclosure sale occurs, all occupants will be required to vacate the property.
5. If you disagree with our assertion that a default has occurred or if you disagree with our calculation of the amount required to cure the default, please contact:

American Home Mortgage Servicing, Inc. 1-877-304-3100-Toll Free
Attention: Customer Service
P.O. Box 631730
Irvine, TX 75063-1730

6. The mortgage loan originator(s) associated with this loan are/were AMERICAN HOME MORTGAGE.
7. You may contact Neighborworks' HOPE hotline at (888) 995-4673 for assistance. You may also be eligible for assistance from the Massachusetts Housing Finance Agency: Boston Office at (617) 854-1000 or Western Massachusetts Office at (413) 733-0999 or the Massachusetts Division of Banks at (800) 495-2265, extension 1501.
8. If foreclosure proceedings are initiated, you have certain rights, including the right to reinstate after acceleration and the right to bring any defenses that may exist to the acceleration and sale, including a court action to assert the nonexistence of default.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR BUT DOES NOT IMPLY THAT AHMSI IS ATTEMPTING TO COLLECT MONEY FROM ANYONE WHOSE DEBT HAS BEEN DISCHARGED PURSUANT TO (OR WHO IS UNDER THE PROTECTION OF) THE BANKRUPTCY LAWS OF THE UNITED STATES; IN SUCH INSTANCES, IT IS INTENDED SOLELY FOR INFORMATIONAL PURPOSES AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT.

As required by law, you are hereby notified that a NEGATIVE CREDIT REPORT reflecting on the Borrower's credit record may be submitted to a credit reporting agency if the Borrower fails to fulfill the terms of the obligations under the Loan.



P.O. Box 631730
Irving, TX 75063-1730

TO OBTAIN A LIST OF COUNSELING ORGANIZATIONS OFFERING HOMEOWNERSHIP COUNSELING, YOU MAY EITHER CALL THE DEPARTMENT OF HOUSING & URBAN DEVELOPMENT ("HUD") AT 1-800-569-4287 OR VISIT THE HUD WEBSITE AT WWW.HUD.GOV.

IF YOU DID NOT SIGN THE NOTE BUT HOLD A LEGAL OR BENEFICIAL INTEREST IN THE ENCUMBERED PROPERTY, THIS NOTICE IS PROVIDED TO YOU AS A COURTESY TO WARN YOU THAT IF THE FULL AMOUNT DUE ON THE LOAN IS NOT PAID AS SET FORTH ABOVE, YOU MAY LOSE YOUR INTEREST IN THE ENCUMBERED PROPERTY.

SINCERELY,
AMERICAN HOME MORTGAGE SERVICING, INC.
OP224 004 8IP



CS9-C2

LAND COURT
FILED
11 OCT 14 PM 2:29

COMMONWEALTH OF MASSACHUSETTS

LAND COURT

DEPARTMENT OF THE TRIAL COURT

MORTGAGEE S AFFIDAVIT

11 MISC 454693



Residential Credit Solutions, Inc.

Under Massachusetts General Laws, Chapter 244, Section 35A, as amended by St. 2010.
Chapter 258, Section 7.

Case No. _____

Defendant(s)/Mortgagor(s): Douglas Foregger

Property Address: 6 Fayette Street,
Nantucket, MA 02554

- 1) The undersigned makes oath and says that it is (check one):
☐ The Mortgagee of the Mortgage which is the subject of this proceeding; or
☐ One who holds under the Mortgage; or
☒ One who is authorized to act by and on behalf of either the Mortgagee or
one holding under the Mortgage;

AND

- 2) The undersigned further makes oath and says that (check one):
☒ The undersigned or a prior holder of the Mortgage has caused to be mailed the
Notice(s)* to Defendant(s)/Mortgagor(s) in compliance with Massachusetts General Laws,
Chapter 244, Section 35A, as amended;

OR

☐ Notice has not been sent because no notice is required Massachusetts General Laws,
Chapter 244, Section 35A, as amended.

Signed under the pains and penalties of perjury this 11 day of October 2011.

Plaintiff(s): Residential Credit Solutions, Inc.

By:

Name: Romeo Lasan

Title: Director

* COPY OF CHAPTER 244, SECTION 35A NOTICE ATTACHED



Total # of pages:

2

Bk: 1210 Pg: 147 Page: 1 of 3
Doc: ASS 12/08/2009 09:45 AM

AHMA	647	133668660
------	-----	-----------

CRef#: 12/05/2009-Preff#: A030-POF
 Date: 11/23/2009-Print Batch ID: 9365
 MIN #: 100024200018024907
 MERS Telephone #: 888/679-6377
 Property Address:
 6 FAYETTE STREET
 NANTUCKET, MA 02554

This Space for Recorder's Use Only



ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., acting solely as nominee for AMERICAN HOME MORTGAGE, whose address is 6501 Irvine Center Drive, Irvine, CA 92618, does by these presents hereby grant, bargain, sell, assign, transfer, convey, set over and deliver unto American Home Mortgage Servicing Inc., whose address is 6501 Irvine Center Drive, Irvine, CA 92618, the following described mortgage, securing the payment of a certain promissory note(s) for the sum listed below, together with all rights therein and thereto, all liens created or secured thereby, all obligations therein described, the money due and to become due thereon with interest, and all rights accrued or to accrue under such mortgage.

Original Borrower(s): DOUGLAS FOREGGER

Original Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR AMERICAN HOME MORTGAGE

Date of Mortgage: 06/22/2007

Loan Amount: \$1,800,000.00

Recording Date: 06/27/2007 Book: 1090 Page: 96 Document #: N/A

Property Location: NANTUCKET

Misc. Comments: ASSIGNMENT EFFECTIVE DATE 11/11/2009

SEE ATTACHED LEGAL DESCRIPTION

and recorded in the official records of the County of Nantucket, State of Massachusetts affecting Real Property and more particularly described on said Mortgage referred to herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on this date of 11/25/2009.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., acting solely as nominee for AMERICAN HOME MORTGAGE

Witness: Veronica Mayon

Christina Huang
 Vice President

Witness: Lisa Baldwin

Chris Pendley
 Asst. Secretary

When Recorded Return To:

DOCX

1111 Alderman Dr.

Suite 350

Alpharetta, GA 30005

MAaosi-eR2.0 11/16/2009

Copyright (c) 2009 by DOCX LLC

 Property Address: 6 FAYETTE STREET
 NANTUCKET, MA 02554

CS9-D1

State of GA
County of **Fulton**

On this date of **11/25/2009**, before me, the undersigned authority, a Notary Public duly commissioned, qualified and acting within and for the aforementioned State and County, personally appeared the within named **Christina Huang** and **Chris Pendley**, known to me (or identified to me on the basis of satisfactory evidence) that they are the **Vice President** and **Asst. Secretary** respectively of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., acting solely as nominee for AMERICAN HOME MORTGAGE**, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and in behalf of said corporation and that said corporation executed the same, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

Witness my hand and official seal on the date hereinabove set forth.

Notary Public: **Brittany Snow**
My Commission Expires: **05/21/2011**



Brittany Snow
NOTARY PUBLIC
Fulton County
State of Georgia
My Commission Expires
May 21, 2011

When Recorded Return To:
DOCX
1111 Alderman Dr.
Suite 350
Alpharetta, GA 30005

LEGAL DESCRIPTION:

THE LAND WITH THE BUILDINGS AND IMPROVEMENTS THEREON, KNOWN AND
NUMBERED 6 FAYETTE STREET, TOWN AND COUNTY OF NANTUCKET,
MASSACHUSETTS, BOUNDED AND DESCRIBED AS FOLLOWS:
NORTHWESTERLY BY FAYETTE STREET, SEVENTY AND 66/100 (70.66) FEET;
NORTHEASTERLY BY LOT 4, AS SHOWN ON A PLAN HEREINAFTER MENTIONED,
NINETY-SIX AND 80.100 (96.80) FEET;
SOUTHEASTERLY BY LAND NOW OR FORMERLY OF CRISTMAN AND LEWIS, AS
SHOWN ON SAID PLAN, ON THREE (3) LINES TOGETHER MEASURING SEVENTY-
THREE AND 79/100 (73.79) FEET;
SOUTHWESTERLY BY LAND NOW OR FORMERLY OF KELLOGG, AS SHOWN ON
SAID PLAN, TWENTY-SEVEN AND 58/100 (27.58) FEET;
SOUTHEASTERLY BY LAND IF SAID KELLOGG, ONE AND 52/100 (1.52) FEET; AND
SOUTHWESTERLY BY LAND OF SAID KELLOGG, ON TWO (2) LINES TOGETHER
MEASURING SEVENTY AND 80/100 (70.80) FEET.
BEING SHOWN AS LOT 3 ON PLAN ENTITLED "PLAN OF LAND IN NANTUCKET,
MASS.", DRAWN BY J.E. MARCKLINGER & ASSOCIATES, INC. DATED NOVEMBER 5,
1981, RECORDED WITH SAID DEEDS IN PLAN BOOK 21, PAGE 84.
FOR TITLE, SEE DEED RECORDED WITH SAID DEEDS IN BOOK 01029, PAGE 179.

PROJECT A030 (AHMA) 647-133668660
COUNTY: NANTUCKET, STATE: MASSACHUSETTS

NANTUCKET COUNTY Received & Entered
Attest: Jennifer H. Ferreira, Registrar of Deeds



2011 00002758

Bk: 1298 Pg: 117 Page: 1 of 2
Doc: ASS 10/31/2011 02:36 PM

Record and Return to:
Doonan, Graves, & Longoria
Attn: Brian Linehan
100 Cummings Center
Suite 225D
Beverly, MA 01915

CS9-D2

ASSIGNMENT OF MORTGAGE

Know that, for valuable consideration, American Home Mortgage Servicing, Inc. (ASSIGNOR), hereby sells, assigns, and transfers to Residential Credit Solutions (ASSIGNEE), whose mailing address is 4282 North Freeway, Fort Worth, TX 76137 the Assignor s interest in a certain mortgage made by Douglas Foreger to Mortgage Electronic Registration Systems, Inc., as nominee for American Home Mortgage and recorded in the Nantucket County Registry of Deeds in Book 1210, Page 147, describing land therein as:

6 Fayette Street, Nantucket, MA

Dated:

Oct 19, 2011

American Home Mortgage Servicing, Inc.
Assignor

By:

Its:

David Mitchell
David Mitchell
Assistant Secretary

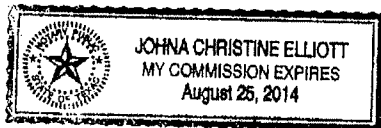
State of Texas)
County of Galveston) ss.

On OCT 18, 2011, before me, Johna Christine Elliott
Notary Public, personally appeared David Mitchell, who 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 signature(s) on
the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that
the foregoing paragraph is true and correct.

Witness my hand and official seal.

Johna Christine Elliott
Notary signature:



NOTARIAL PUBLIC
NANTUCKET COUNTY Received & Entered
Attest: Jennifer H. Ferreira, Register of Deeds

CASE STUDY

10

Case Study 10

Borrower: Glowacki, David and Ellen, 35 Pinecrest Drive, Nantucket, MA
Land Court Case 10-MISC-433578 filed July 7, 2010

Attached Documents:

- A. Mortgage (first two pages) to MERS as “Mortgagee” dated June 2, 2006;
- B. Default/Right to Cure letter(s) dated February 10, 2009;
- C. Mortgagee’s Affidavit dated May 26, 2010;
- D. Assignment of Mortgage dated May 12, 2010

Summary:

The c. 244, s. 35A default/right to cure letter, dated February 9, 2010, is from American Home Mortgage Servicing, Inc. (“AHMSI”).

On February 9, 2010 MERS was the mortgagee.

Accordingly, the c. 244, s. 35A letter is not from the “mortgagee” as required by c. 244, s. 35(g).

The name and address of the mortgagee (or one holding thereunder) is not identified – at all – in the February 9, 2010 c. 244, s. 35A letter.

Accordingly, the February 9, 2010 c. 244, s. 35A letter fails to properly identify the name and address of the mortgagee (or one holding thereunder) as required by c. 244, s. 35A(h)(4).

The Assignment of Mortgage, dated May 12, 2010, purports to be from MERS to “Citibank, N.A. as Trustee for American Home Mortgage Assets Trust 2006-3, Mortgage-Backed Pass-Through Certificates Series 2006-3” (“the 2006-3 Trust”).

The May 26, 2010 Mortgagee’s Affidavit was purportedly “[s]igned under the pains and penalties of perjury” by one “Cynthia Stevens” as “Assistant Vice-President” for “Plaintiff: “Citibank, N.A. as Trustee for American Home Mortgage Assets Trust 2006-3, Mortgage-Backed Pass-Through Certificates Series 2006-3” by AHMSI as “attorney in fact”.

Ms. Stevens represented – under oath – that she was 1.) authorized to act “by and on behalf of either the Mortgagee or one holding under the Mortgage”, and that 2.) she, or a prior holder of the mortgage, had caused to be mailed to the borrower the required default/right to cure notice in compliance with c. 244, s. 35A. No evidence of Ms. Stevens’ authority to sign documents for Citibank, N.A. as “Assistant Vice President” or for AHMSI as “attorney in fact” for the 2006-3 Trust was provided with the Mortgagee’s Affidavit.

Ms. Stevens’ assertion that she “or a prior holder” caused a notice in compliance with c. 244, s. 35A to be sent to the borrower was false for the reasons stated herein.

Given the foregoing, Ms. Stevens'' sworn statement(s) on the Mortgagee's Affidavit was/were false and untrue when they were made, and, with the help and cooperation of the law firm that filed the pleadings with the Land Court (Ablitt/Scofield, PC) represents/represented a fraud as against the borrower as well as a fraud on the Land Court.

Current status:

Judgment has issued in 10-MISC-433578. No foreclosure sale has yet been scheduled.

Return To:
American Brokers Conduit
520 Broadhollow Road
Melville, NY 11747



2006 00116529
Cert: 22259 Doc: MTG
Registered: 06/07/2006 01:50 PM

Prepared By:
Stephanie Mitchener
3000 E. Coliseum Blvd.
Fort Wayne, IN
46805

CS10-A

[Space Above This Line For Recording Data]

MORTGAGE

MIN 100024200012689440

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 June 2, 2006 together with all Riders to this document.
(B) "Borrower" is DAVID GLOWACKI, ELLEN GLOWACKI

Borrower is the mortgagor 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 mortgagee 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.

DOC #: 323281

APPL #: 0001268944

MASSACHUSETTS -Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3022 1/01

VMP-6A(MA) (0401)
Page 1 of 15

Initials:

DB emg

VMP Mortgage Solutions (800)521-7291



(D) "Lender" is American Brokers Conduit

Lender is a Corporation
organized and existing under the laws of State of New York
Lender's address is 538 Broadhollow Road, Melville, NY 11747

(E) "Note" means the promissory note signed by Borrower and dated June 2, 2006
The Note states that Borrower owes Lender One Million Five Hundred Forty Thousand Dollars
and No/100

(U.S. \$1,540,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than July 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]:

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input checked="" type="checkbox"/> Other(s) [specify]

Prepayment Rider

(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

DOC #: 323282

APPL #: 0001268944

Initials

Form 3022 1/01

VMP-6A(MA) (0401)

Page 2 of 15

CS10-B

February 10, 2009

David Glowacki
Ellen Glowacki
35 Pine Crest Dr
Nantucket, MA 02554-

Re: Property Address: 35 Pine Crest Dr
Nantucket MA 02554

Borrowers : David Glowacki
Ellen Glowacki
Loan No. 0031128265

NOTICE OF DEFAULT

Dear David Glowacki and Ellen Glowacki :

Pursuant to Massachusetts law and the terms of the Promissory Note and/or Mortgage along with all Riders thereto, which were executed in connection with the above referenced loan, you are hereby served notice of the following:

1. The Promissory Note and/or Mortgage along with all Riders thereto, are presently in default due to the non-payment of the payment due 01-01-09 and all subsequent payments. You have the right to cure the default by paying the sum of money required to do so. You are required to cure your default by 05-10-09 ("Cure Deadline").

2. The total amount currently due on the Loan in order to cure the default is as follows:

Total Monthly Payment(s) Due: \$ 12,601.56

Late Charges:	177.97
NSF Fee due:	.00
Other Fees due:	.00
Less Suspense Amount	.00

TOTAL DUE AS OF THE DATE OF THIS LETTER \$ 13,779.48

To cure the default, in addition to the above sum, you must also remit any additional interest accruing for the time period from and after the date of this letter (but on or prior to the Cure Deadline) at the rate of \$ 240.14 per day, and any late charges for that same time period.



PLEASE BE ADVISED YOU REMAIN RESPONSIBLE FOR PAYMENT OF SUCH ITEMS AS PROPERTY TAXES, HAZARD INSURANCE, CONDOMINIUM ASSOCIATION FEES, AND OTHER MUNICIPAL CHARGES SUCH AS WATER, SEWER AND ELECTRIC. IF NECESSARY, AMERICAN HOME MORTGAGE SERVICING WILL TAKE STEPS TO PROTECT ITS LIEN STATUS, WHICH WOULD LEAD TO ADDITIONAL CHARGES TO YOU.

3. To cure this default, payment must be made, in the form of Certified Funds (cashier's check, certified check, or money order payable to American Home Mortgage Servicing, Inc.) in the full amount as stated above, directly to AHMSI, as follows:

American Home Mortgage Servicing, Inc. 1-877-304-3100-Toll free
4600 Regent Blvd. Suite 200
Irving, TX 75063-1730

4. If you do not cure this default by the Cure Deadline, the entire unpaid balance of the loan may be accelerated and become due and payable immediately, and we may take steps to terminate your ownership in the property by foreclosure proceedings or other action to seize the home. If a foreclosure sale occurs, all occupants will be required to vacate the property.
5. If you disagree with our assertion that a default has occurred or if you disagree with our calculation of the amount required to cure the default, please contact:

American Home Mortgage Servicing, Inc. 1-877-304-3100-Toll Free
Attention: Customer Service
P.O. Box 631730
Irving, TX 75063-1730

6. The mortgage loan originator(s) associated with this loan are/were AMERICAN BROKERS CONDUIT.
7. You may contact Neighborworks' HOPE hotline at (888) 995-4673 for assistance. You may also be eligible for assistance from the Massachusetts Housing Finance Agency: Boston Office at (617) 854-1000 or Western Massachusetts Office at (413) 733-0999 or the Massachusetts Division of Banks at (800) 995-2265, extension 1501.
8. If foreclosure proceedings are initiated, you have certain rights, including the right to reinstate after acceleration and the right to bring any defenses that may exist to the acceleration and sale, including a court action to assert the nonexistence of default.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR BUT DOES NOT IMPLY THAT AHMSI IS ATTEMPTING TO COLLECT MONEY FROM ANYONE WHOSE DEBT HAS BEEN DISCHARGED PURSUANT TO (OR WHO IS UNDER THE PROTECTION OF) THE BANKRUPTCY LAWS OF THE UNITED STATES; IN SUCH INSTANCES, IT IS INTENDED SOLELY FOR INFORMATIONAL PURPOSES AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT.

As required by law, you are hereby notified that a NEGATIVE CREDIT REPORT reflecting on the Borrower's credit record may be submitted to a credit reporting agency if the Borrower fails to fulfill the terms of the obligations under the loan.

TO OBTAIN A LIST OF COUNSELING ORGANIZATIONS OFFERING HOMEOWNERSHIP COUNSELING, YOU MAY EITHER CALL THE DEPARTMENT OF HOUSING & URBAN DEVELOPMENT ("HUD") AT 1-800-369-4287 OR VISIT THE HUD WEBSITE AT WWW.HUD.GOV.

IF YOU DID NOT SIGN THE NOTE BUT HOLD A LEGAL OR BENEFICIAL INTEREST IN THE ENCUMBERED PROPERTY, THIS NOTICE IS PROVIDED TO YOU AS A COURTESY TO WARN YOU THAT IF THE FULL AMOUNT DUE ON THE LOAN IS NOT PAID AS SET FORTH ABOVE, YOU MAY LOSE YOUR INTEREST IN THE ENCUMBERED PROPERTY.

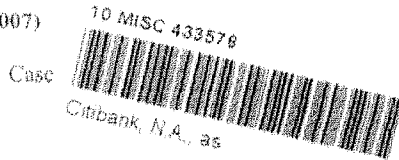
SINCERELY,
AMERICAN HOME MORTGAGE SERVICING, INC.
OP224 004 JNS



CS 10 - C

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF THE TRIAL COURT

MORTGAGEE'S AFFIDAVIT
Under Chapter 206 of the Acts of 2007
(as amended by Chapter 244 of the Acts of 2007)



Defendant(s)/Mortgagor(s): David Glowacki and Ellen Glowacki

Property Address: 35 Pine Crest Drive, Nantucket, MA 02554

(1) The undersigned makes oath and says that it is (check one):

- ☐ The Mortgagee of the Mortgage which is the subject of this proceeding; or
☐ One who holds under the Mortgagee; or
☒ One who is authorized to act by and on behalf of either the Mortgagee or one holding under the Mortgagee;

AND

(2) The undersigned further makes oath and says that (check one):

☒ The undersigned or a prior holder of the Mortgage has caused to be mailed the Notice(s) to Defendant(s)/Mortgagor(s) in compliance with Section 11 of Chapter 206 of the Acts of 2007, as amended (MGL ch. 244, section 35A);

OR

☐ No notice is required to be mailed under Section 11(c) of Chapter 206 of the Acts of 2007, as amended (MGL ch. 244, section 35A) for the reason that:

_____ The loan was accelerated prior to May 1, 2008;

_____ A notice was previously sent to the Defendant(s)/Mortgagor(s) within the past five years;

_____ The real property is not occupied in whole or in part by the Defendant(s)/Mortgagor(s);

_____ The real property is not a residential dwelling house with accommodations of 4 or less separate households, or

_____ Other explanation: _____

AND

(3) The holder of the Note and Mortgage is:

Citibank, N.A., as Trustee for American Home Mortgage Assets Trust 2006-3, Mortgage-Backed Pass-Through Certificates Series 2006-3

Signed under the pains and penalties of perjury this 26th day of May, 2010.

Plaintiff: Citibank, N.A., as Trustee for
American Home Mortgage Assets Trust
2006-3, Mortgage-Backed Pass-Through
Certificates Series 2006-3

By: American Home Mortgage Servicing,
Inc., as attorney in fact

Name:

Title:

Cynthia Stevens
Assistant Vice President

Cynthia Stevens

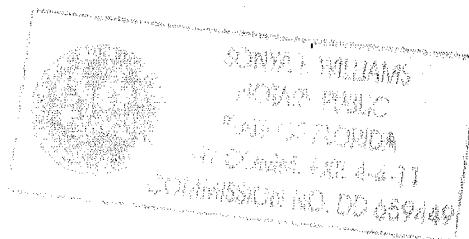
STATE OF

Florida

,ss.

Then personally appeared before me, on this 26th day of May, 2010 the above named
Cynthia Stevens and subscribed, swore and made oath that the foregoing
statement is true and acknowledged the foregoing to be his/her free act and deed.

Sonya F. Williams Notary Public
My Commission Expires: 4-4-11



CS10-D



2010 00130854

 Cert: 22259 Doc: ASS
 Registered: 07/12/2010 11:58 AM

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that **Mortgage Electronic Registration Systems, Inc.**, which is organized and existing under the laws of United States of America

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, hereby grants, assigns and transfers to

Citibank, N.A., as Trustee for American Home Mortgage Assets Trust 2006-3, Mortgage-Backed Pass-Through Certificates Series 2006-3, in c/o American Home Mortgage Servicing, Inc., located at 4600 Regent Boulevard, Suite 200, Irving, TX 75063

All of the right, title, and interest that Assignor has as current holder of the following Mortgage:

Mortgage Date: June 2, 2006

Original Mortgagee: Mortgage Electronic Registration Systems, Inc. as Nominee for American Brokers Conduit

Original Mortgagors: David Glowacki and Ellen Glowacki

Registered: with the Nantucket County Land Court District of the Registry of Deeds

Document No.: 116529 Certificate of Title No.: 22259

Property Address: 35 Pine Crest Drive, Nantucket, MA 02554;

IN WITNESS WHEREOF, Mortgage Electronic Registration Systems, Inc. has caused these presents to be signed by its duly authorized officer and its corporate seal to be hereunto affixed, this 12 day of May, 2010

IN THE PRESENCE OF:

Mortgage Electronic Registration Systems, Inc.

Witness: Michael Hunt Michael Hunt
 Name: Michael Hunt

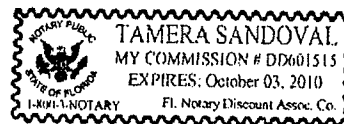
Title: Assistant Vice President

STATE OF Florida
 County of Duval

On May 12, 2010 before me, Tamera Sandoval personally appeared Michael Hunt 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 signature(s) 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.

Tamera Sandoval
 NOTARY PUBLIC SIGNATURE
Tamera Sandoval



NOTARY PUBLIC SEAL

NOTARIZED COUNTY Received & Entered
 Attest: Jennifer H. Ferreira Registrar of Deeds

CASE STUDY

11

Case Study 11

Borrower: Jepson, Robert F., 34 Hinsdale Road, Nantucket, MA
Land Court Case 09-MISC-398139 filed April 7, 2009
Land Court Case 11-MISC-454552 filed October 12, 2011

Attached Documents:

- A. Mortgage (first two pages) to MERS as “Mortgagee” dated June 22, 2007
- B. Default/Right to Cure letter(s)
 - 1.) Same December 22, 2008 letter with the filings in 09-MISC-398139 and 11-MISC-454552
- C. Mortgagee’s Affidavit(s) – two (2) are provided:
 - 1.) April 1, 2009 with the filings in 09-MISC-398139;
 - 2.) August 25, 2011 with the filings in 11-MISC-454552
- D. Two (2) Assignments of Mortgage are provided:
 - 1.) Assignment of Mortgage dated September 4, 2009;
 - 2.) “Confirmatory” Assignment of Mortgage dated August 8, 2011

Summary:

Land Court Case 09-MISC-398139 filed April 7, 2009¹¹

The December 22, 2008 default/right to cure letter filed with 09-MISC-398139 is from American Home Mortgage Servicing, Inc. (“AHMSI”).

The mortgagee on December 22, 2008 was MERS.

Accordingly, the c. 244, s. 35A letter is not from the “mortgagee” as required by c. 244, s. 35(g).

The first Assignment of Mortgage, dated September 4, 2009, purports to be from MERS to “Deutsche Bank National Trust Company as Indenture Trustee for American Home Mortgage Investment Trust 2005-2, Mortgage-Backed Notes, Series 2005-2” (“the 2005-2 Trust”).

The c. 244, s. 35A default/right to cure letter does not identify the name and address of the “mortgagee” anywhere. Accordingly, the December 22, 2008 c. 244, s. 35A letter fails to list the name and address of the mortgagee (or one holding thereunder) as required by c. 244, s. 35A(h)(4).

The April 1, 2009 Mortgagee’s Affidavit was purportedly “[s]igned under the pains and penalties of perjury” by one “Cindi Ellis” as “Assistant Vice President” for “Plaintiff: Deutsche Bank National Trust Company as Indenture Trustee for American Home Mortgage Investment Trust 2005-2, Mortgage-Backed Notes, Series 2005-2”

¹¹ Despite obtaining a judgment in 09-MISC-398139, the foreclosing entity – the 2005-2 Trust - evidently decided not to pursue a foreclosure based on a judgment that involved a so-called “Linda Green” assignment prepared by DOCX. See FN #9 to Case Study 9 above for an explanation of the issues with DOCX assignments.

Ms. Ellis represented – under oath – that she was 1.) authorized to act “by and on behalf of either the Mortgagee or one holding under the Mortgage”, and that 2.) she, or a prior holder of the mortgage, had caused to be mailed to the borrower the required default/right to cure notice in compliance with c. 244, s. 35A. No evidence of Ms. Ellis’ authority to sign documents for the 2005-2 Trust as “Assistant Vice-President” was provided with the Mortgagee’s Affidavit. Ms. Ellis is alleged to work for the loan servicer – AHMSI – and is alleged not to be an officer of Deutsche Bank.

Ms. Ellis’ assertion that she was authorized to act “by and on behalf of either the Mortgagee or one holding under the Mortgage” was false. The Mortgagee’s Affidavit executed by Ms. Ellis purports to represent authority on behalf of the 2005-2 Trust on April 1, 2009 when the Assignment of Mortgage to the 2005-2 Trust was not executed until September 9, 2009.¹² Ms. Ellis’ assertions that she “or a prior holder” caused a notice in compliance with c. 244, s. 35A to be sent to the borrower was also false for the reasons stated herein.

The MERS assignment – created and executed by DOCX, LLC¹³ – is alleged to be invalid. This was tacitly admitted by the 2005-2 Trust and their attorneys when they obtained judgment in 09-MISC-398139 but chose to file a new Assignment of Mortgage and pursue a new case.

Given the foregoing, Mr. Ellis’ sworn statement(s) on the Mortgagee’s Affidavit was/were false and untrue when they were made, and, with the help and cooperation of the law firm that filed the pleadings with the Land Court (Korde & Associates) represent/represented a fraud as against the borrower as well as a fraud on the Land Court.

Land Court Case 11-MISC-454552 filed October 12, 2011

After choosing not to pursue judgment in 09-MISC-398139, the 2005-2 Trust – by and through the law firm of Korde & Assoc. – brought a new Servicemembers case – case 11-MISC-454552.

Although the copy of the default/right to cure letter in the new case of 11-MISC-454552 is redacted, it appears to be the same December 22, 2008 default/right to cure letter filed with the pleadings in 09-MISC-398139. This letter is defective and non-compliant with c. 244, s. 35A for the reasons stated above.

In conjunction with the filings in the new case of 11-MISC-454552, a “confirmatory assignment” of mortgage appeared on the public land records. This second assignment, purports to assign the same loan (note and mortgage) from MERS to the 2005-2 Trust. No prior “effective date” was included in this assignment. The assignment stated that it was to “correct the original assignment”. It does not however, indicate what the assignment purported to correct.

¹² To the extent that the first Assignment has a prior “effective date” of December 21, 2008, such date is alleged to be invalid (as is the entire assignment). An assignment cannot purport to be effective prior to its execution. See *U.S. Bank National Association v. Ibanez*, 458 Mass. 637 (2011). In any case, the 2005-2 Trust – by and through its counsel – has attempted to “paper over” the DOCX assignment with a so-called subsequently recorded “confirmatory assignment”. A subsequent “confirmatory” assignment cannot confirm a previous, invalid assignment. *Id.*

¹³ See FN # 9 in Case Study 9 for a discussion of DOCX assignments.

Filed with 11-MISC-454552 was a Mortgagee's Affidavit dated August 25, 2011. This Mortgagee's Affidavit was purportedly "[s]igned under the pains and penalties of perjury" by one "Angela Edwards" as "Vice President" for "Plaintiff: Deutsche Bank National Trust Company, as Indenture Trustee for American Home Mortgage Investment Trust 2005-2" by AHMSI as "attorney in fact".

Ms. Edwards represented – under oath – that she was 1.) authorized to act "by and on behalf of either the Mortgagee or one holding under the Mortgage", and that 2.) she, or a prior holder of the mortgage, had caused to be mailed to the borrower the required default/right to cure notice in compliance with c. 244, s. 35A. No evidence of Ms. Edwards' authority to sign documents for Deutsche Bank as the Trustee for the 2005-2 Trust or as the "Vice President" of AHMSI was provided with the Mortgagee's Affidavit.

Ms. Edwards' assertions that she "or a prior holder" caused a notice in compliance with c. 244, s. 35A to be sent to the borrower was false for the reasons stated herein.

Given the foregoing, Ms. Edwards' sworn statement(s) on the Mortgagee's Affidavit was/were false and untrue when they were made, and, with the help and cooperation of the law firm that filed the pleadings with the Land Court (Korde & Associates) represent/represented multiple frauds as against the borrower as well as on the Land Court.

Current Status:

The complaint in 11-MISC 454552 has been answered.

Return To:
American Home Mortgage Acceptance, Inc.
520 Broadhollow Road
Melville, NY 11747

CS11-A

Prepared By:
Corey McNeil

Waltham, MA

[Space Above This Line For Recording Data]

MORTGAGE

MIN 100314000008397373

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 May 17, 2005 together with all Riders to this document.

(B) "Borrower" is Robert F. Jepson

Borrower is the mortgagor 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 mortgagee 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.

DOC #: 323281

APPL #: 0000839737

MASSACHUSETTS -Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3022 1/01

VMP-6A(MA) (0401)

Page 1 of 15

Initials: RFJ

VMP Mortgage Solutions (800)521-7291



(D) "Lender" is American Home Mortgage Acceptance, Inc.

Lender is a Corporation
organized and existing under the laws of State of New York
Lender's address is 538 Broadhollow Road, Melville, NY 11747

(E) "Note" means the promissory note signed by Borrower and dated May 17, 2005
The Note states that Borrower owes Lender Nine Hundred Ninety Nine Thousand Nine
Hundred Ninety Nine and No/100 Dollars
(U.S. \$999,999.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than June 1, 2035

(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]:

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(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

DOC #: 323282

APPL #: 0000839737

VM-6A(MA) (0401)

Page 2 of 15

Initials: *BFV*

Form 3022 1/01

CS11-B1

CLERK COURT
FILED

00 APR -7 AM 10:21

December 22, 2008

Robert F Jepson
P O Box 836
Nantucket, MA 02554-

Re: Property Address: 34 Hinsdale Rd
Nantucket MA 02554
Borrowers : Robert F Jepson

Loan No. [REDACTED]

NOTICE OF DEFAULT

Dear Robert F Jepson :

Pursuant to Massachusetts law and the terms of the Promissory Note and/or Mortgage along with all Riders thereto, which were executed in connection with the above referenced loan, you are hereby served notice of the following:

1. The Promissory Note and/or Mortgage along with all Riders thereto, are presently in default due to the non-payment of the payment due [REDACTED] and all subsequent payments. You have the right to cure the default by paying the sum of money required to do so. You are required to cure your default by [REDACTED] ("Cure Deadline").
2. The total amount currently due on the Loan in order to cure the default is as follows:
Total Monthly Payment(s) Due: \$ [REDACTED]

Late Charges: [REDACTED]
NSF Fee due: [REDACTED]
Other Fees due: [REDACTED]
Less suspense Amount [REDACTED]

TOTAL DUE AS OF THE DATE OF THIS LETTER \$ [REDACTED]

To cure the default, in addition to the above sum, you must also remit any additional interest accruing for the time period from and after the date of this letter (but on or prior to the Cure Deadline) at the rate of \$ [REDACTED] per day, and any late charges for that same time period.



LAST COURT
FILED
09 APR -7 AM 10:21

PLEASE BE ADVISED YOU REMAIN RESPONSIBLE FOR PAYMENT OF SUCH ITEMS AS PROPERTY TAXES, HAZARD INSURANCE, CONDOMINIUM ASSOCIATION FEES, AND OTHER MUNICIPAL CHARGES SUCH AS WATER, SEWER AND ELECTRIC. IF NECESSARY, AMERICAN HOME MORTGAGE SERVICING WILL TAKE STEPS TO PROTECT ITS LIEN STATUS, WHICH WOULD LEAD TO ADDITIONAL CHARGES TO YOU.

3. To cure this default, payment must be made, in the form of Certified Funds (cashier's check, certified check, or money order payable to American Home Mortgage Servicing, Inc.) in the full amount as stated above, directly to AHMSI, as follows:

American Home Mortgage Servicing, Inc. 1-877-304-3100-Toll Free
4600 Regent Blvd. Suite 200
Irving, TX 75063-1730

4. If you do not cure this default by the Cure Deadline, the entire unpaid balance of the loan may be accelerated and become due and payable immediately, and we may take steps to terminate your ownership in the property by foreclosure proceedings or other action to seize the home. If a foreclosure sale occurs, all occupants will be required to vacate the property.
5. If you disagree with our assertion that a default has occurred or if you disagree with our calculation of the amount required to cure the default, please contact:

American Home Mortgage Servicing, Inc. 1-877-304-3100-Toll Free
Attention: Customer Service
P.O. Box 631730
Irving, TX 75063-1730

6. The mortgage loan originator(s) associated with this loan are/were AMERICAN HOME MORTGAGE ACCEPTANCE.
7. You may contact Neighborworks' HOPE hotline at (888) 995-4673 for assistance. You may also be eligible for assistance from the Massachusetts Housing Finance Agency: Boston Office at (617) 854-1000 or Western Massachusetts Office at (413) 733-0999 or the Massachusetts Division of Banks at (800) 495-2265, extension 1501.
8. If foreclosure proceedings are initiated, you have certain rights, including the right to reinstate after acceleration and the right to bring any defenses that may exist to the acceleration and sale, including a court action to assert the nonexistence of default..

THIS COMMUNICATION IS FROM A DEBT COLLECTOR BUT DOES NOT IMPLY THAT AHMSI IS ATTEMPTING TO COLLECT MONEY FROM ANYONE WHOSE DEBT HAS BEEN DISCHARGED PURSUANT TO (OR WHO IS UNDER THE PROTECTION OF) THE BANKRUPTCY LAWS OF THE UNITED STATES; IN SUCH INSTANCES, IT IS INTENDED SOLELY FOR INFORMATIONAL PURPOSES AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT.

As required by law, you are hereby notified that a NEGATIVE CREDIT REPORT reflecting on the Borrower's credit record may be submitted to a credit reporting agency if the Borrower fails to fulfill the terms of the obligations under the Loan.

CLERK COURT
FILED

09 APR -7 AM 10:21

TO OBTAIN A LIST OF COUNSELING ORGANIZATIONS OFFERING HOMEOWNERSHIP COUNSELING, YOU MAY EITHER CALL THE DEPARTMENT OF HOUSING & URBAN DEVELOPMENT ("HUD") AT 1-800-569-4287 OR VISIT THE HUD WEBSITE AT WWW.HUD.GOV.

IF YOU DID NOT SIGN THE NOTE BUT HOLD A LEGAL OR BENEFICIAL INTEREST IN THE ENCUMBERED PROPERTY, THIS NOTICE IS PROVIDED TO YOU AS A COURTESY TO WARN YOU THAT IF THE FULL AMOUNT DUE ON THE LOAN IS NOT PAID AS SET FORTH ABOVE, YOU MAY LOSE YOUR INTEREST IN THE ENCUMBERED PROPERTY.

SINCERELY,
AMERICAN HOME MORTGAGE SERVICING, INC.
OP224 004 OKT



CS11-B1

[REDACTED]

Robert F Jepson

[REDACTED]

Re: Property Address: 34 Hinsdale Rd
Nantucket MA 02554
Borrowers : Robert F Jepson

Loan No. [REDACTED]

NOTICE OF DEFAULT

Dear Robert F Jepson :

Pursuant to Massachusetts law and the terms of the Promissory Note and/or Mortgage along with all Riders thereto, which were executed in connection with the above referenced loan, you are hereby served notice of the following:

1. The Promissory Note and/or Mortgage along with all Riders thereto, are presently in default due to the non-payment of the payment due [REDACTED] and all subsequent payments. You have the right to cure the default by paying the sum of money required to do so. You are required to cure your default by [REDACTED] ("Cure Deadline").

2. The total amount currently due on the Loan in order to cure the default is as follows:

Total Monthly Payment(s) Due: \$ [REDACTED]

Late Charges: [REDACTED]

NSF Fee due: [REDACTED]

Other Fees due: [REDACTED]

Less Suspense Amount [REDACTED]

TOTAL DUE AS OF THE DATE OF THIS LETTER \$ [REDACTED]

To cure the default, in addition to the above sum, you must also remit any additional interest accruing for the time period from and after the date of this letter (but on or prior to the Cure Deadline) at the rate of \$ [REDACTED] per day, and any late charges for that same time period.



PLEASE BE ADVISED YOU REMAIN RESPONSIBLE FOR PAYMENT OF SUCH ITEMS AS PROPERTY TAXES, HAZARD INSURANCE, CONDOMINIUM ASSOCIATION FEES, AND OTHER MUNICIPAL CHARGES SUCH AS WATER, SEWER AND ELECTRIC. IF NECESSARY, AMERICAN HOME MORTGAGE SERVICING WILL TAKE STEPS TO PROTECT ITS LIEN STATUS, WHICH WOULD LEAD TO ADDITIONAL CHARGES TO YOU.

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5. If you disagree with our assertion that a default has occurred or if you disagree with our calculation of the amount required to cure the default, please contact:

American Home Mortgage Servicing, Inc. 1-877-304-3100-Toll Free
Attention: Customer Service
P.O. Box 631730
Irving, TX 75063-1730

6. The mortgage loan originator(s) associated with this loan are/were AMERICAN HOME MORTGAGE ACCEPTANCE.
7. You may contact Neighborworks' HOPE hotline at (888) 995-4673 for assistance. You may also be eligible for assistance from the Massachusetts Housing Finance Agency: Boston Office at (617) 854-1000 or Western Massachusetts Office at (413) 733-0999 or the Massachusetts Division of Banks at (800) 495-2265, extension 1501.
8. If foreclosure proceedings are initiated, you have certain rights, including the right to reinstate after acceleration and the right to bring any defenses that may exist to the acceleration and sale, including a court action to assert the nonexistence of default.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR BUT DOES NOT IMPLY THAT AHMSI IS ATTEMPTING TO COLLECT MONEY FROM ANYONE WHOSE DEBT HAS BEEN DISCHARGED PURSUANT TO (OR WHO IS UNDER THE PROTECTION OF) THE BANKRUPTCY LAWS OF THE UNITED STATES; IN SUCH INSTANCES, IT IS INTENDED SOLELY FOR INFORMATIONAL PURPOSES AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT.

As required by law, you are hereby notified that a NEGATIVE CREDIT REPORT reflecting on the Borrower's credit record may be submitted to a credit reporting agency if the Borrower fails to fulfill the terms of the obligations under the Loan.

TO OBTAIN A LIST OF COUNSELING ORGANIZATIONS OFFERING HOMEOWNERSHIP COUNSELING, YOU MAY EITHER CALL THE DEPARTMENT OF HOUSING & URBAN DEVELOPMENT ("HUD") AT 1-800-569-4287 OR VISIT THE HUD WEBSITE AT WWW.HUD.GOV.

IF YOU DID NOT SIGN THE NOTE BUT HOLD A LEGAL OR BENEFICIAL INTEREST IN THE ENCUMBERED PROPERTY, THIS NOTICE IS PROVIDED TO YOU AS A COURTESY TO WARN YOU THAT IF THE FULL AMOUNT DUE ON THE LOAN IS NOT PAID AS SET FORTH ABOVE, YOU MAY LOSE YOUR INTEREST IN THE ENCUMBERED PROPERTY.

SINCERELY,
AMERICAN HOME MORTGAGE SERVICING, INC.
OP224 004 0KT



CS11-C1

COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT

LAND COURT
FILED

09 APR -7 AM 10:21

MORTGAGEE S AFFIDAVIT
Under Chapter 206 of the Acts of 2007
(as amended by Chapter 224 of the Acts of 2007)

09 MISC 388139



Defendant(s)/Mortgagor(s): Robert F. Jepson

Property Address: 34 Hinsdale Road, Nantucket, MA 02554

- 1) The undersigned makes oath and says that it is (check one):
☐ The **Mortgagee** of the Mortgage which is the subject of this proceeding; or
☐ One who holds under the **Mortgagee**; or
☒ One who is authorized to act by and on behalf of either the **Mortgagee** or one holding under the **Mortgagee**;

AND

- 2) The undersigned further makes oath and says that (check one):
☒ The undersigned or a prior holder of the Mortgage has caused to be mailed the Notice(s) to Defendant(s)/Mortgagor(s) in compliance with Section 11 of Chapter 206 of the Acts of 2007, as amended;

OR

- ☐ Notice has not been sent because no notice is required under Section 11(e) of Chapter 206 of the Acts of 2007.

Signed under the pains and penalties of perjury this 1 day of April, 2009

Plaintiff: Deutsche Bank National Trust
Company as Indenture Trustee for American
Home Mortgage Investment Trust 2005-2,
Mortgage-Backed Notes, Series 2005-2

By:

Cindi Ellis
Assistant Vice President

Title:

CS11-C2

COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT

LAND COURT
FILED

2011 OCT 12 AM 11:36

MORTGAGEE'S AFFIDAVIT
Under Chapter 206 of the Acts of 2007
(as amended by Chapter 224 of the Acts of 2007)

11 MISC 454552



Deutsche Bank National Trust Company

Defendant(s)/Mortgagor(s): Robert F. Jepson

Property Address: 34 Hinsdale Road, Nantucket, MA 02554

- 1) The undersigned makes oath and says that it is (check one):
☐ The **Mortgagee** of the Mortgage which is the subject of this proceeding; or
☐ One who holds under the **Mortgagee**; or
☒ One who is authorized to act by and on behalf of either the **Mortgagee** or one holding under the **Mortgagee**;

AND

- 2) The undersigned further makes oath and says that (check one):
☒ The undersigned or a prior holder of the Mortgage has caused to be mailed the Notice(s) to Defendant(s)/Mortgagor(s) in compliance with Section 11 of Chapter 206 of the Acts of 2007, as amended;

OR

- ☐ Notice has not been sent because no notice is required under Section 11(e) of Chapter 206 of the Acts of 2007.

Signed under the pains and penalties of perjury this 25 day of August, 2011.

Plaintiff: Deutsche Bank National Trust Company, as
Indenture Trustee for American Home Mortgage
Investment Trust 2005-2 by American Home Mortgage
Servicing, Inc. as attorney in fact


Angela Edwards

By:

Vice President

Title:

CS11-D1

Total # of pages:

2

AHMA	647	83839920
------	-----	----------

CRef#:09/15/2009-Pre#:A030-POF
 Date:09/03/2009-Print Batch ID:7404
 Property Address:
 34 HINSDALE RD
 NANTUCKET, MA 02554



2009 00002458
 Bk: 1187 Pg: 313 Page: 1 of 2
 Doc: ASS 09/09/2009 12:19 PM

This Space for Recorder's Use Only

**ASSIGNMENT OF MORTGAGE**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Mortgage Electronic Registration Systems, Inc. as nominee for American Home Mortgage Acceptance, Inc., whose address is 6501 Irvine Center Drive, Irvine, CA 92618, does by these presents hereby grant, bargain, sell, assign, transfer, convey, set over and deliver unto Deutsche Bank National Trust Company as Indenture Trustee for American Home Mortgage Investment Trust 2005-2, Mortgage-Backed Notes, Series 2005-2, whose address is 1761 East St. Andrew Place Santa Ana, CA 92705-4934, the following described mortgage, securing the payment of a certain promissory note(s) for the sum listed below, together with all rights therein and thereto, all liens created or secured thereby, all obligations therein described, the money due and to become due thereon with interest, and all rights accrued or to accrue under such mortgage.

Original Borrower(s): **ROBERT F. JEPSON**Original Mortgagee: **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR AMERICAN HOME MORTGAGE ACCEPTANCE, INC.**Date of Mortgage: **05/17/2005**Loan Amount: **\$999,999.00**Recording Date: **05/23/2005** Book: **957** Page: **249** Document #: **N/A**Property Location: **NANTUCKET**Misc. Comments: **ASSIGNMENT EFFECTIVE DATE 12/21/2008****LEGAL DESCRIPTION:**

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF MASSACHUSETTS, COUNTY OF NANTUCKET, CITY OF NANTUCKET, AND DESCRIBED AS FOLLOWS:

THE LAND IN NANTUCKET TOWN AND COUNTY, MASSACHUSETTS, BOUNDED AND DESCRIBED AS FOLLOWS:

A TRACT OF LAND ON THE SOUTHEAST SIDE OF SHARE #3 OF THE MAIN SHARES IN THAT DIVISION OF THE ISLAND OF NANTUCKET CALLED NORTH PASTURE, BEGINNING AT A POINT ON A ROAD WHICH IS EIGHT (8) RODS FROM THE SOUTHEAST CORNER OF SHARE NUMBER 3; THENCE RUNNING N64 45' W BY THE ROAD EIGHT (8) RODS; THENCE N29 15' E FORTY-SEVEN (47) RODS AND 43/100 OF A ROD; THENCE S64'E EIGHT (8) RODS; THENCE S29 15'W FORTY-SEVEN (47) RODS AND 43/100 OF A ROD BY LAND NOW OF REMICHO GOMES, TO THE LAST NAMED BOUND, CONTAINING THREE HUNDRED SEVENTY NINE AND 45/100 (379.45) RODS, BEING ONE-HALF THE LAND REPRESENTED BY THE PLAN LETTERED "B" IN BOOK 53, PAGE 460, NANTUCKET REGISTRY OF DEEDS.

Property Address: 34 HINSDALE RD
 NANTUCKET, MA 02554

Document Prepared By:
 Ron Meharg, 888-362-9638
 When Recorded Return To:
 DOCX
 1111 Alderman Dr.
 Suite 350
 Alpharetta, GA 30005

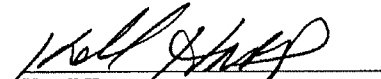
MAAosi-eR2.0 08/14/2009 Copyright (c) 2009 by DOCX LLC

and recorded in the official records of the County of Nantucket, State of Massachusetts affecting Real Property and more particularly described on said Mortgage referred to herein.

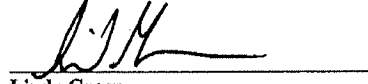
IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on this date of 09/04/2009.

Mortgage Electronic Registration Systems, Inc. as nominee for
American Home Mortgage Acceptance, Inc.


Witness: Dawn Williams


Korell Harp
Vice President

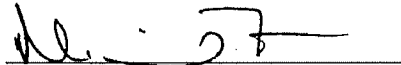

Witness: Christina Huang


Linda Green
Asst. Secretary

State of GA
County of Fulton

On this date of 09/04/2009, before me, the undersigned authority, a Notary Public duly commissioned, qualified and acting within and for the aforementioned State and County, personally appeared the within named **Korell Harp** and **Linda Green**, known to me (or identified to me on the basis of satisfactory evidence) that they are the **Vice President** and **Asst. Secretary** respectively of **Mortgage Electronic Registration Systems, Inc. as nominee for American Home Mortgage Acceptance, Inc.**, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and in behalf of said corporation and that said corporation executed the same, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

Witness my hand and official seal on the date hereinabove set forth.


Notary Public:



Michael J. Forbes
NOTARY PUBLIC
Fulton County
State of Georgia
My Commission Expires
April 9, 2013

Document Prepared By:
Ron Meharg, 888-362-9638
When Recorded Return To:
DOCX
1111 Alderman Dr.
Suite 350
Alpharetta, GA 30005

MAAosi-eR2.0 08/14/2009 Copyright (c) 2009 by DOCX LLC

NANTUCKET COUNTY Received & Entered
Attest: Jennifer H. Ferreira, Register of Deeds



Bk: 1291 Pg: 133 Page: 1 of 1
Doc: ASS 09/02/2011 02:09 PM

CS11-DZ

09-052732

CONFIRMATORY*

CORPORATION ASSIGNMENT OF DEED OF TRUST/MORTGAGE

FOR VALUE RECEIVED, Mortgage Electronic Registration Systems, Inc. as nominee for American Home Mortgage Acceptance, Inc., THE UNDERSIGNED HEREBY GRANTS, ASSIGNS AND TRANSFERS* TO:

Deutsche Bank National Trust Company as Indenture Trustee for American Home Mortgage Investment Trust 2005-2, Mortgage-Backed Notes, Series 2005-2

Whose address is: c/o American Home Mortgage Servicing, Inc., 1525 S. Belt Line Road, Coppell, Texas 75019

ALL RIGHT, TITLE AND INTEREST IN THAT CERTAIN MORTGAGE DATED May 17, 2005
EXECUTED BY: Robert F. Jepson

Said Mortgage is recorded with Nantucket County Registry of Deeds in Book 957, Page 0249

LEGAL DESCRIPTION AS DESCRIBED ON MORTGAGE REFERRED TO THEREIN

Property Address: 34 Hinsdale Road, Nantucket, MA 02554

TOGETHER WITH THE NOTE OR NOTES THEREIN DESCRIBED OR REFERRED TO, THE MONEY DUE AND TO BECOME DUE THEREON WITH INTEREST, AND ALL RIGHTS ACCRUED OR TO ACCRUE UNDER SAID DEED OF TRUST/MORTGAGE/MORTGAGE.

* This Confirmatory Assignment of Mortgage is being recorded to correct the original Assignment recorded with said Registry of Deeds in Book 1197, Page 313.

DATED: 8-8-2011

Mortgage Electronic Registration Systems,
Inc. as nominee for American Home
Mortgage Acceptance, Inc.

BY: April King
TITLE: Assistant Secretary

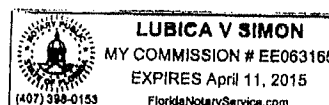
STATE OF: Florida
COUNTY OF: Duval

ON AUG 8 2011 before me, the undersigned notary public personally appeared April King of Mortgage Electronic Registration Systems, Inc. as nominee for American Home Mortgage Acceptance, 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 in the within instrument and acknowledged to me that he/she/they executed the same in his/her their capacity(ies), and that by his/her/their signature(s) on the the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument, it being their free act and deed.

WITNESS my hand and official seal:

SIGNATURE: Lubica V Simon

MY COMMISSION EXPIRES: April 11, 2015



NANTUCKET COUNTY Received & Entered
Attest: Jennifer H. Ferreira, Registrar of Deeds

CASE STUDY

12

Case Study 12

Borrower: Kerr, Donovan and Waine, David, 42 Monohansett Road, Nantucket, MA
Land Court Case 10-MISC-435551 filed July 30, 2010

Attached Documents:

- A. Mortgage (first two pages) to MERS as “Mortgagee” dated November 15, 2006;
- B. Default/Right to Cure letter dated April 5, 2010;
- C. Mortgagee’s Affidavit dated July 15, 2010;
- D. Assignment of Mortgage dated July 14, 2010

Summary:

The April 5, 2010 default/right to cure letter filed with 10-MISC-435551 is from American Home Mortgage Servicing, Inc. (“AHMSI”).

The April 5, 2010 default/right to cure letter identifies the “mortgagee” as “Tbw Mortgage-Backed Trust 2007-1”.

The mortgagee on April 5, 2010 was MERS.

Accordingly, the c. 244, s. 35A letter is not from the “mortgagee” as required by c. 244, s. 35(g).

The c. 244, s. 35A letter also fails to list the name and address of the mortgagee (or one holding thereunder) as required by c. 244, s. 35A(h)(4).

The Assignment of Mortgage, dated July 14, 2010, purports to be from MERS to “The Bank of New York Mellon Corporation, as Trustee for TBW Mortgage-Backed Trust 2007-1, Mortgage Pass-Through Certificates Series 2007-1” (“the 2007-1 Trust”).

The April 5, 2010 c. 244, s. 35A letter also identifies the “originator of the debt” as “Taylor Bean & Whitaker Mortgage corp.” This is false. The loan originator was “Union Capital Mortgage Business Trust” (“Union Capital”). See p. 2 of MERS mortgage. Accordingly, the c. 244, s. 35A letter fails to properly identify the name of the loan originator as required by c. 244, s. 35A(h)(5).

The July 15, 2010 Mortgagee’s Affidavit was purportedly “[s]igned under the pains and penalties of perjury” by an indecipherable individual as “Assistant Secretary” for “Plaintiff: Action in the Name Of The Bank of New York Mellon Corporation, as Trustee for TBW Mortgage-Backed Trust 2007-1, Mortgage Pass-Through Certificates Series 2007-1 by American Home Mortgage Servicing, Inc., as its attorney in fact”.¹⁴ Although the signature of the individual who signed

¹⁴ The fact that the words “Action in the Name of” appear in the signature block of the Mortgagee’s Affidavit – and were not corrected by the data-entry employee who filled the form out - is a further indication of the automated method by which these forms are auto-populated by loan servicing software and not properly checked by employees of the servicer before execution.

this document is indecipherable, the notary acknowledgment indicates that it was one “Joanne Gonzalez”¹⁵ so the signer will be referred to as “Ms. Gonzalez”.

Ms. Gonzalez represented – under oath – that she was 1.) authorized to act “by and on behalf of either the Mortgagee or one holding under the Mortgage”, and that 2.) she, or a prior holder of the mortgage, had caused to be mailed to the borrower the required default/right to cure notice in compliance with c. 244, s. 35A. No evidence of Ms. Gonzalez’s authority to sign documents for the 2007-1 Trust as “Assistant Secretary” was provided with the Mortgagee’s Affidavit.

Ms. Gonzalez’s assertion that she “or a prior holder” caused a notice in compliance with c. 244, s. 35A to be sent to the borrower was false for the reasons stated herein.

Given the foregoing, Ms. Gonzalez’s sworn statement(s) on the Mortgagee’s Affidavit was/were false and untrue when they were made, and, with the help and cooperation of the law firm that filed the pleadings with the Land Court (Ablitt/Scotfield, PC) represent/represented a fraud as against the borrower as well as a fraud on the Land Court.

Current Status:

The property was foreclosed on July 19, 2011. No post-foreclosure eviction process has begun and the borrower(s) remain in possession.

¹⁵ The actual signature does not appear to be “Joanne Gonzalez” – the last name in particular does not look to be the word “Gonzalez”.



2006 00003784
Bk: 1050 Pg: 141 Page: 1 of 16
Doc: MTG 11/16/2006 10:11 AM

CS12-A

Return To:
UNION CAPITAL MORTGAGE BUSINESS TRUST

45 BRAINTREE HILL PK., STE 400
BRAINTREE, MA 02184

Prepared By:
UNION CAPITAL MORTGAGE BUSINESS TRUST

45 BRAINTREE HILL PK., STE 400
BRAINTREE, MA 02184

[Space Above This Line For Recording Data]

MORTGAGE

06080176
MIN 100310800060801764

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 NOVEMBER 15TH, 2006, together with all Riders to this document.
- (B) "Borrower" is DAVID WAIN AND DONOVAN KERR

Borrower is the mortgagor 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 mortgagee 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.

MASSACHUSETTS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS Form 3022 1/01

VMP-5A(MA) (0401)

Page 1 of 15

Initials:

DW D.L.K.

VMP Mortgage Solutions (800)521-7291

(D) "Lender" is UNION CAPITAL MORTGAGE BUSINESS TRUST

Lender is a A BUSINESS TRUST
organized and existing under the laws of MASSACHUSETTS
Lender's address is 45 BRAINTREE HILL PK., STE 400, BRAINTREE, MA 02184

(E) "Note" means the promissory note signed by Borrower and dated NOVEMBER 15TH, 2006
The Note states that Borrower owes Lender SEVEN HUNDRED SEVEN THOUSAND AND NO/100.
Dollars

(U.S. \$ 707,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than DECEMBER 1ST, 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):

- | | | |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input checked="" type="checkbox"/> Other(s) [specify] |

Exhibit A

(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.

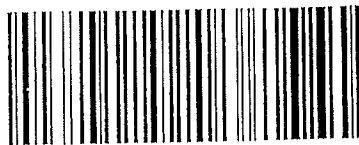
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part 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

MSI
Selling
15, 2010



7104 5400 2100 2878 3389

CS12-B



David Wain and Donovan Kerr
20 Essex Rd
Nantucket, MA 02554

FILED
2010 JUL 30 AM 8:44
LAW COURT

Re: Loan No: 5000188846
Property Address: 42 Monohansett Rd
Nantucket, MA 02554

Dear David Wain and Donovan Kerr:

You are hereby provided formal notice by the Servicer American Home Mortgage Servicing, Inc. as authorized by the Creditor of the above-referenced home loan (hereinafter referred to as "the Debt") that you are in default under the terms and conditions of the Note and Security Instrument (i.e. Deed of Trust, Mortgage, etc.) for failure to pay the required installments when due, and important data regarding that information is found in this document.

This letter serves as further notice that American Home Mortgage Servicing, Inc. intends to enforce the provisions of the Note and Security Instrument. You must pay the full amount of the default on this loan by the Ninetieth (90th) day from the date of this letter which is 07/04/2010 (or if said date falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). If you do not pay the full amount of the default, American Home Mortgage Servicing, Inc. shall accelerate the entire sum of both principal and interest due and payable, and invoke any remedies provided for in the Note and Security Instrument, including but not limited to the foreclosure sale of the property. If you received a bankruptcy discharge, which included this debt, this notice is not intended and does not constitute an attempt to collect a debt against you personally. Notice provisions may be contained within your mortgage/deed of trust which notice may be required prior to foreclosure.

American Home Mortgage Servicing, Inc. is acting as the Mortgage Servicer for Tbw Mortgage-backed Trust 2007-1, whose address is 1525 S. Beltline Rd. Coppell, TX 75019, who is the Mortgagee of the Note and Deed of Trust associated with your real estate loan. The originator of the Debt is Taylor Bean & Whitaker Mortgage corp.

You are hereby informed that you have the right to "cure" or reinstate the loan after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense you may have to acceleration and sale.

The loan is in default because regular monthly mortgage payments have not been maintained according to the terms of the mortgage contract. The total amount owed as of 04/03/2010 is \$98,229.52, which is comprised of:

Monthly Payment of Principal, Interest and Escrow	\$97,525.07
Late Charges (if applicable)	\$2,602.12
NSF and Advances (if applicable)	\$146.70
Less Credit Balance (Suspense)	\$2,044.37
Total Due as of 04/03/2010	\$98,229.52

IMPORTANT INFORMATION CONCERNING YOUR RIGHTS IS
CONTAINED ON PAGE TWO

of interest, late charges, or credits that may vary from day to day, or be assessed during the processing of this, the amount due on the day that you pay may be greater. Please contact Martina Gonzales with American Home Mortgage Servicing, Inc. at 1-800-505-3706 x 42523 on the day that you intend to pay for the full amount owed on your account. This letter is in no way intended as a payoff statement for your mortgage, it merely states an amount necessary to cure the current delinquency.

Please note, however, that your right to cure this default as referenced herein does not suspend your payment obligations. Pursuant to the terms of the Note, your 05/01/2010 installment is still due on 05/01/2010 (or if said date(s) falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). In addition, any advances made by the Servicer to protect their lien position must be added to the total amount necessary to cure the default. Please disregard this notice if a payment sufficient to cure the default has already been sent.

American Home Mortgage Servicing, Inc. is attempting to collect a debt, and any information obtained will be used for that purpose.

Federal law gives you thirty days after you receive this letter to dispute the validity of this debt or any part of it. Unless you dispute the debt within that 30-day period, we will assume that it is valid. If you notify us in writing at the address below within the thirty day period that the debt, or any portion thereof, is disputed, we will: a) Provide to you verification of the debt or a copy of any judgment entered against you. b) Provide to you the name and address of your original creditor, if the original creditor is different from the current creditor.

A "CURE" or "Reinstatement Right" similar to that described in the prior paragraph may be available in many states. If, at any time, you make a written request not to be contacted by phone at your place of employment, we will not do so. If you voluntarily surrender possession of the collateral specified herein, you could still owe additional monies after the money received from the sale of the collateral is deducted from the total amount you owe.

NOTICE OF IMPORTANT RIGHTS: YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE CREDITOR.

American Home Mortgage Servicing, Inc. would like you to be aware that if you are unable to make payments or resume payments within a reasonable period of time due to a reduction in your income resulting from a loss or reduction in your employment, you may be eligible for Homeownership Counseling. Please contact the HUD toll free number 1-800-569-4287 to obtain a list of HUD approved nonprofit organizations servicing your residential area. You may be eligible for assistance from the Massachusetts Housing Finance Agency and/or the Division of Banks. Please contact the Neighborworks' HOPE hotline at 1-888-995-4673 or the Division of Banks at 1-800-495-BANK ext. 1501 (within Massachusetts only) or 617-956-1500 (outside of Massachusetts) to request this assistance.

You are notified that this default and any other legal action that may occur as a result thereof may be reported to one or more local and national credit reporting agencies. American Home Mortgage Servicing, Inc. requests that all payments be made in Certified Funds (Cashiers check, money order or quick collect). Overnight: 1525 S. Beltline Rd. Coppell, Tx 75019. Western Union: Code City-AHMSI Code State - TX. You may contact Martina Gonzales with American Home Mortgage Servicing, Inc. at 1-800-505-3706 x 42523 or www.ahmsi3.com should you have servicing questions regarding your account.

The matters discussed herein are of extreme importance. We trust you will give them appropriate attention.

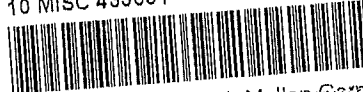
Very truly yours,
American Home Mortgage Servicing, Inc.

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF THE TRIAL COURT

CS12-C

MORTGAGEE S AFFIDAVIT
Under Chapter 206 of the Acts of 2007
(as amended by Chapter 244 of the Acts of 2007)

10 MISC 435551



The Bank of New York Mellon Corporation

2010 JUL 30 AM 8:44

LAND COURT
FILED

Defendant(s)/Mortgagor(s): David Wain and Donovan Kerr

Property Address: 42 Monohansett Road, Nantucket, MA 02554

(1) The undersigned makes oath and says that it is (check one):

- ☐ The Mortgagee of the Mortgage which is the subject of this proceeding; or
☐ One who holds under the Mortgage; or
☒ One who is authorized to act by and on behalf of either the Mortgagee or one holding under the Mortgage;

AND

(2) The undersigned further makes oath and says that (check one):

☒ The undersigned or a prior holder of the Mortgage has caused to be mailed the Notice(s) to Defendant(s)/Mortgagor(s) in compliance with Section 11 of Chapter 206 of the Acts of 2007, as amended (MGL ch. 244, section 35A);

OR

☐ No notice is required to be mailed under Section 11(e) of Chapter 206 of the Acts of 2007, as amended (MGL ch. 244, section 35A) for the reason that:

_____ The loan was accelerated prior to May 1, 2008;

_____ A notice was previously sent to the Defendant(s)/Mortgagor(s) within the past five years;

_____ The real property is not occupied in whole or in part by the Defendant(s)/Mortgagor(s);

_____ The real property is not a residential dwelling house with accommodations of 4 or less separate households, or

_____ Other explanation: _____

AND

(3) The holder of the Note and Mortgage is:

The Bank of New York Mellon Corporation, as Trustee for TBW Mortgage-Backed Trust 2007-1, Mortgage Pass-Through Certificates, Series 2007-1

signed under the pains and penalties of perjury this 15 day of July, 2010

Plaintiff: Action in the Name Of The Bank
of New York Mellon Corporation, as
Trustee for TBW Mortgage-Backed Trust
2007-1, Mortgage Pass-Through
Certificates, Series 2007-1

By: American Home Mortgage Servicing,
Inc., as its attorney in fact

Name: Joanne Gonzalez
Title: Assistant Secretary

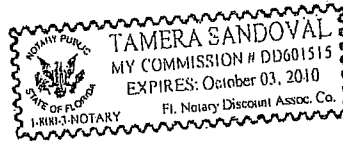
2010 JUL 30 AM 8:44
FILED
CLERK OF COURT

STATE OF Florida

Duval, ss.

Then personally appeared before me, on this 15 day of July, 2010, the above named
Joanne Gonzalez Assistant Secretary and subscribed, swore and made oath that the foregoing
statement is true and acknowledged the foregoing to be his/her free act and deed.

Tamera Sandoval
Tamera Sandoval, Notary Public
My Commission Expires: Oct 03, 2010





2010 00002010

Bk: 1240 Pg: 20 Page: 1 of 2
Doc: ASS 08/09/2010 01:24 PM

CS12-D

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that **Mortgage Electronic Registration Systems, Inc.**, which is organized and existing under the laws of United States of America

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, hereby grants, assigns and transfers to

The Bank of New York Mellon Corporation, as Trustee for TBW Mortgage-Backed Trust 2007-1, Mortgage Pass-Through Certificates, Series 2007-1, located in C/O American Home Mortgage Servicing, Inc. at 4600 Regent Boulevard, Suite 200, Irving, TX 75063

All of the right, title, and interest that Assignor has as current holder of the following Mortgage:

Mortgage Date: November 15, 2006

Original Mortgagee: Mortgage Electronic Registration Systems, Inc. as nominee for Union Capital Mortgage Business Trust

Original Mortgagors: David Wain and Donovan Kerr

Recorded: with the Nantucket County Registry of Deeds

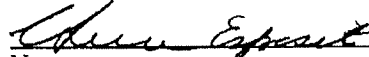
Book: 1050 Page: 141

Property Address: 42 Monohansett Road, Nantucket, MA 02554;

IN WITNESS WHEREOF, Mortgage Electronic Registration Systems, Inc. has caused these presents to be signed by its duly authorized officer and its corporate seal to be hereunto affixed, this 14th day of July, 2010

IN THE PRESENCE OF:

Mortgage Electronic Registration Systems, Inc.


Witness: Desmond Mitchell

Name: Theresa EspositoTitle: Vice President

Florida

STATE OF Duval

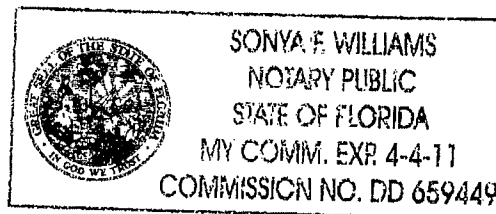
County of _____

On July 14, 2000 before me, Sonya F. Williams personally appeared Theresa Esposito 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 signature(s) 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 PUBLIC SIGNATURE



NOTARY PUBLIC SEAL

NANTUCKET COUNTY Received & Entered
 Attest: Jennifer H. Ferreira, Registrar of Deeds

CASE STUDY

13

Case Study 13

Borrower: Lemelson, Gregory M., and Anjeza, 4 Wyndemere Drive, Southborough, MA
Worcester Superior Court Case 11-0974E; 11-1449D filed May 20, 2011

Attached Documents:

- A. Mortgage (first two pages) to MERS as “Mortgagee” dated August 10, 2006;
- B. Default/Right to Cure letter dated November 19, 2010;
- C. Mortgagee’s Affidavit dated July 11, 2011;
- D. Assignment of Mortgage dated March 2, 2011

Summary:

The November 19, 2010 c. 244, s. 35A default/right to cure letter filed in 11-0974E; 11-1449D was from Select Portfolio Servicing, Inc. (“SPS”).

The November 19, 2010 c. 244, s. 35A default/right to cure letter states “SPS services this mortgage for U.S. Bank National Association, as successor trustee to Bank of America, N.A. (successor by merger to LaSalle Bank, N.A.) as Trustee, on behalf of the holders of the Thornburg Mortgage Securities Trust 2006-6 Mortgage Loan Pass-Through Certificates, Series *(note: no trust Series was listed in the c. 244, s. 35A letter)*”.

The mortgagee on November 19, 2010 was MERS.

Accordingly, the c. 244, s. 35A letter is not from the “mortgagee” as required by c. 244, s. 35(g).

The c. 244, s. 35A letter also fails to properly identify the name and address of the mortgagee as required by c. 244, s. 35A(h)(4).

The Assignment of Mortgage, dated March 2, 2011, purports to be from MERS to “U.S. Bank National Association, as successor trustee to Bank of America, N.A. (successor by merger to LaSalle Bank, N.A.), as Trustee, on behalf of the holders of the Thornburg Mortgage Securities Trust 2006-6 Mortgage Loan Pass-Through Certificates, Series 2006-6,” (“the 2006-6 Trust”).

The July 11, 2011 Mortgagee’s Affidavit was purportedly “[s]igned under the pains and penalties of perjury” by “Dustin Stephenson” as “Document Control Officer” for “Plaintiff: U.S. Bank National Association, as successor trustee to Bank of America, N.A. (successor by merger to LaSalle Bank, N.A.), as Trustee, on behalf of the holders of the Thornburg Mortgage Securities Trust 2006-6 Mortgage Loan Pass-Through Certificates, Series 2006-6, by its servicer and attorney-in-fact, Select Portfolio Servicing, Inc.”

Mr. Stephenson represented – under oath – that he was 1.) authorized to act “by and on behalf of either the Mortgagee or one holding under the Mortgage”, and that 2.) he, or a prior holder of the mortgage, had caused to be mailed to the borrower the required default/right to cure notice in compliance with c. 244, s. 35A. No evidence of Mr. Stephenson’s authority to sign documents

for U.S. Bank as Trustee of the 2006-6 Trust as “Document Control Officer” was provided with the Mortgagee’s Affidavit.

Mr. Stephenson’s assertion that he “or a prior holder” caused a notice in compliance with c. 244, s. 35A to be sent to the borrower was false for the reasons stated herein.

Given the foregoing, Mr. Stephenson’s sworn statement(s) on the Mortgagee’s Affidavit was/were false and untrue when they were made, and, with the help and cooperation of the law firm that filed the pleadings with the Worcester Superior Court (Eckhart Seamans) represents/represented a fraud as against the borrower as well as a fraud on the Worcester Superior Court.

Current Status:

Borrower filed a quiet title action in Land Court. The action was removed by U.S. Bank to federal district court. The matter is pending decision on motion(s) to remand and motion(s) to dismiss.

CS13-A

After Recording Return To:

MORTGAGE MASTER INC
102 ELM STREET 3RD FL
WALPOLE, MASSACHUSETTS 02081
Loan Number: 06035183



Property Address: 4 WYNDEMERE DRIVE
SOUTHBOROUGH, MASSACHUSETTS 01772

Bk: 39555 Pg: 23 Doc: MTG
Page: 1 of 18 08/10/2006 03:09 PM

[Space Above This Line For Recording Data]

MORTGAGE

MIN: 100230500010394798

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 AUGUST 10, 2006, together with all Riders to this document.

(B) "Borrower" is GREGORY M LEMELSON INDIVIDUAL

Borrower is the mortgagor 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 mortgagee 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.

(D) "Lender" is MORTGAGE MASTER, INC.

Lender is a MASSACHUSETTS CORPORATION organized and existing under the laws of MASSACHUSETTS
Lender's address is 102 ELM STREET, 3RD FLOOR, WALPOLE, MASSACHUSETTS 02081

(E) "Note" means the promissory note signed by Borrower and dated AUGUST 10, 2006
The Note states that Borrower owes Lender ONE MILLION SIX HUNDRED THOUSAND AND 00/100 Dollars (U.S. \$ 1,600,000.00) plus interest.

Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than SEPTEMBER 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.

[Handwritten signature]
[Handwritten initials]

(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]:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Planned Unit Development Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Other(s) [specify] |

(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. §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 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 mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the

COUNTY
[Type of Recording Jurisdiction]

of

WORCESTER
[Name of Recording Jurisdiction]

CS13-B



11/19/2010

GREGORY LEMELSON
PO BOX 403
SOUTHBOROUGH, MA 01772

THIS IS AN IMPORTANT NOTICE CONCERNING YOUR RIGHT TO LIVE IN YOUR HOME.
Have it translated at once.

NOTICE OF DEFAULT AND RIGHT TO CURE

RE: Loan Number: 0012238986 Secured by real property at:
 Property Address: 4 WYNDEMERE DRIVE SOUTHBOROUGH MA 01772

Dear Customer(s):

This letter constitutes notice that the mortgage loan on your home is in default, as a result of your failure to make payments as required by the Note and Deed of Trust or Mortgage, and that if you take no action, this matter may be referred to an attorney for foreclosure. This letter provides information about the default and what rights you have to cure such default.

As of the date of this letter, the total amount due and required to cure the default on your loan is \$91,257.77 as itemized below. This letter is a formal demand to pay. You have the right to cure the default and redeem the property if, on or before 04/18/2011 (Cure Date), you pay the Amount Required to Cure, AND any additional payments that subsequently become due. If we do not receive this amount or some loss mitigation alternative to foreclosure has not started by the Cure Date, we may require immediate payment in full and may take steps to terminate your ownership in the property by a foreclosure proceeding or other action to seize the home. If a foreclosure sale is completed, you may be evicted from your home.

Itemization of Amount Required to Cure		
Cure Date: 04/18/2011		
Monthly Payment	\$11,159.40	
Payments from 04/01/2010 to the date of this letter		\$89,275.20
Accrued late charges		\$1,865.87
Other advances		\$ 116.70
Other fees (itemization available upon request)		\$.00
<u>TOTAL AMOUNT OUTSTANDING</u>		<u>\$91,257.77</u>
	<i>Unapplied balance</i>	\$.00
AMOUNT REQUIRED AS OF 11/19/2010 TO CURE THE DEFAULT		\$91,257.77

PLEASE PROVIDE PAYMENTS TO THE FOLLOWING ADDRESS:

Select Portfolio Servicing, Inc.
PO BOX 65450
Salt Lake City, UT 84165

Please call (800) 258-8602 or visit our website at www.spservicing.com if you wish to initiate a payment through EZPay. Remember, since EZPay payments clear quickly, you must have the funds in your checking account on the day you ask us to present it for payment. Our customer service representatives or website will advise you if there is a fee for this service, which may be up to \$15.00, and will obtain your consent prior to initiating payment.

LR081

0012238986
Page 1 of 3

Select Portfolio Servicing, Inc. (SPS) may require that you pay such reinstatement sums and expenses in one or more of the following forms: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. If you reinstate, the Mortgage or Deed of Trust shall remain fully effective as if no-foreclosure action had started.

Our acceptance of one or more payments for less than the amount required to cure the default shall not be deemed to waive any rights under the mortgage.

SPS services this mortgage for U.S. Bank National Association, as successor trustee to Bank of America N.A. (successor by merger to LaSalle Bank N.A.), as Trustee, on behalf of the holders of the Thornburg Mortgage Securities Trust 2006-6 Mortgage Loan Pass-Through Certificates, Series, whose address is: c/o SPS, P.O. Box 65250, Salt Lake City, Utah 84165. SPS intends to invoke specific remedies within your Deed of Trust or Mortgage as applicable. This letter is being sent as notification of those remedies.

You may incur additional fees after the date of this letter pursuant to the terms of your mortgage documents. Payment of these additional fees may not be required to cure the default on your loan, but may be required to bring your loan account current. If foreclosure is initiated, additional amounts for attorney fees and costs may be incurred. These sums can be significant and will be added to amounts secured by the mortgage. To obtain the amount required to bring the loan current, please contact SPS at our toll free number (800) 635-9698.

SPS provides consumer assistance programs designed to help customers avoid foreclosures. SPS is a participant in the Obama Administration's Making Home Affordable Program to help you keep your home if you are eligible to participate. Even if you are not eligible for the Making Home Affordable Program, you may be eligible for a workout plan or other similar solution which could include an SPS modification. These services are provided without cost to you. If you would like to learn more about these programs, you may contact an SPS representative at (800) 635-9698 during the following hours:

Monday through Thursday, 6 a.m. to 11 p.m.
Friday, 6 a.m. to 9 p.m.
Saturday, 8 a.m. to 12 p.m.
Eastern Time

Home ownership counseling may be available to you by contacting a HUD-approved counseling agency. You may call (800) 569-4287 or TDD (800) 877-8339 for the HUD-approved housing counseling agency nearest you, or go to their website at: www.hud.gov. You may be eligible for assistance from the Homeownership Preservation Foundation or other foreclosure avoidance agency, which may be reached at (888) 995-HOPE (4673).

Assistance may be available to you from programs operated by the State or Federal Government. Below is a list of Government agencies that you may wish to contact to determine whether you qualify for assistance.

Massachusetts Division of Banks	(617) 956-1501 or (800) 495-BANK (2265)
Massachusetts Housing Finance Agency	(617) 854-1000, (413) 733-0999 or (800) 439-2370
	www.masshousing.com
Veterans Administration	(800) 827-1000

A review of the HUD1 statement for your loan indicates that MORTGAGE MASTER INC, A MASSACHUSETTS CORPORATION was listed as the mortgage broker/originator for this loan. We are supplying this information as required by the Commonwealth of Massachusetts.

If you wish to dispute your delinquency, you may do so by providing a written dispute to SPS at the following address:

Select Portfolio Servicing, Inc.
PO Box 65567
Salt Lake City, Utah 84165

You may also call SPS at our toll free number, (800) 258-8602, if you disagree that a default has occurred or with the correctness of the Amount Required to Cure. However, you will need to provide written notice to SPS if you believe that your dispute is unresolved, to protect your rights under federal law.

You also have the right to bring a court action if you claim that the loan is not in default or if you believe that you have any other defense to the foreclosure. We are also required by law to inform you that if you notify us that you do not wish us to contact you by telephone at your place of employment, then no such contact by telephone will be made.

If you meet the conditions to reinstate, as provided in the security instrument, you have the right to reinstate your loan and security instrument even after foreclosure has been initiated and prior to sale. This means that once you have met the conditions, the enforcement of the security instrument will be stopped and your note and security instrument will remain effective, as if demand for payment in full had not been made. You will have this right at any time before the earliest of: (a) five days before sale of the Property under any power of sale granted by the security instrument; (b) another period as Applicable Law might specify for the termination of your right to have enforcement of the Loan stopped; or (c) a judgment has been entered enforcing your Security Instrument. You also have the right to sell the property prior to foreclosure sale and use the proceeds to pay off the mortgage, if they are sufficient to do so.

Depending on your individual circumstances and the terms of your mortgage documents, you may have the following additional rights: (i) to refinance the obligation by obtaining a loan which would fully repay the residential mortgage debt; and (ii) to voluntarily grant a deed to the residential mortgage lender in lieu of foreclosure. Please note that SPS is not a lender and is unable to provide funds to refinance the account. To refinance the account, you will need to contact and work with a lender to obtain the necessary funds. Also, while a deed in lieu of foreclosure may be a loss mitigation option, it requires prior written approval from SPS.

It is important that you call us at (888) 818-6032 as soon as possible. While you have options to avoid foreclosure, THE TIME TO ACT IS NOW.

Sincerely,

Select Portfolio Servicing, Inc.

Esta carta contiene información importante concerniente a sus derechos. Por favor, hágala traducir. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta llamando al teléfono 1-800-831-0118 y marque la opción 2.

This communication from a debt collector is an attempt to collect a debt and any information obtained will be used for that purpose.

CS13-C

COMMONWEALTH OF MASSACHUSETTS
SUPERIOR COURT OF WORCESTER COUNTY

MORTGAGEE'S AFFIDAVIT

Under Massachusetts General Laws, Chapter 244, Section 35A
as amended by St. 2010, Chapter 258, Section 7

11-1449

Case No. _____

Defendant(s)/Mortgagor(s):

Gregory M. Lemelson
Anjeza Lemelson

Property Address:

4 Wyndemere Drive
Southborough, MA 01772

1) The undersigned makes oath and says that it is (check one):

- ☐ The Mortgagee of the Mortgage which is the subject of this proceeding; or
☐ One who holds under the Mortgage; or
☒ One who is authorized to act by and on behalf of either the Mortgagee or one holding under the Mortgage;

1

AND

2) The undersigned further makes oath and says that (check one):

- ☒ The undersigned or a prior holder of the Mortgage has caused to be mailed the Notice(s)* to Defendant(s)/Mortgagor(s) in compliance with Massachusetts General Laws, Chapter 244, Section 35A, as amended; **OR**
☐ Notice has not been sent because no notice is required under Massachusetts General Laws, Chapter 244, Section 35A, as amended.

Signed under the pains and penalties of perjury this 11 day of July, 2011.

Plaintiff

U.S. Bank National Association, as successor Trustee to Bank of America N.A. (successor by merger to LaSalle Bank N.A.), as Trustee, on behalf of the holders of Thornburg Mortgage Securities Trust 2006-6 Mortgage Loan Pass-through Certificates, Series 2006-6, by its servicer and attorney-in-fact, Select Portfolio Servicing, Inc.

By: _____

Name:

DUSTIN STEPHENSON

Title:

Document Control Officer

*COPY OF CHAPTER 244, SECTION 35A NOTICE ATTACHED



Bk: 47177 Pg: 126
Page: 1 of 2 03/11/2011 01:33 PM WD

CS13-D

CORPORATE ASSIGNMENT OF MORTGAGE

Worcester South, Massachusetts SELLER'S SERVICING #: 0012238986 "LEMELSON"
INVESTOR #:
MERS #: 100230500010394798 VRU #: 888-679-6377

Property Address:
4 WYNDEMERE DRIVE
SOUTHBOROUGH, MA 01772

Assignor: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") AS NOMINEE FOR MORTGAGE MASTER, INC. ITS SUCCESSORS AND ASSIGNS at C/O SELECT PORTFOLIO SERVICING INC, 3815 SOUTH WEST TEMPLE, SALT LAKE CITY, UT 84115.

Assignee: U.S. Bank National Association, as successor trustee to Bank of America N.A. (successor by merger to LaSalle Bank N.A.), as Trustee, on behalf of the holders of the Thornburg Mortgage Securities Trust 2006-6 Mortgage Loan Pass-Through Certificates, Series 2006-6 at C/O SELECT PORTFOLIO SERVICING, 3815 SOUTH WEST TEMPLE, SALT LAKE CITY, UT 84115.

Executed By: GREGORY M LEMELSON INDIVIDUAL To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") AS NOMINEE FOR MORTGAGE MASTER, INC. ITS SUCCESSORS AND ASSIGNS

Date of Mortgage: 08/10/2006 Recorded: 08/10/2006 in Book/Reel/Liber: 39555 Page/Folio: 23 as Instrument No.: 200600120127 In Worcester South County, State of Massachusetts.

Property Address: 4 WYNDEMERE DRIVE, SOUTHBOROUGH, MA 01772

The undersigned, affirms that to the best of his/her knowledge, that no mortgage broker or mortgage loan originator was involved in the mortgage.

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of TEN and NO/100ths DOLLARS and other good and valuable consideration, paid to the above named Assignor, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage together with other evidence of indebtedness, said Mortgage having an original principal sum of \$1,600,000.00 with interest, secured thereby, together with all moneys now owing or that may hereafter become due or owing in respect thereof, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's beneficial interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage, and also the said property unto the said Assignee forever, subject to the terms contained in said Mortgage.

[Handwritten signature]

"BKF*BKFAMRC"03/02/11 10:41:18 AM" AMRC10AMRC0000000000000000303721" MAWORC2" 0012238986 MASTATE_MORT_ASSIGN_ASSN "WEB*BKFAMRC"

Recording Requested By:

When Recorded Return To:

SELECT PORTFOLIO SERVICING, INC.
3815 SOUTHWEST TEMPLE
DOCUMENT CONTROL
SALT LAKE CITY, UT 84115

CORPORATE ASSIGNMENT OF MORTGAGE Page 2 of 2

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS")
On MAR 02 2011By: [Signature]
BILL KOCH, ASSISTANT SECRETARYSTATE OF UTAH
COUNTY OF SALT LAKE

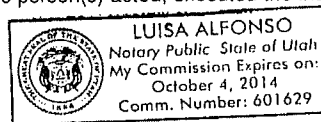
On MAR 02 2011, before me, LUISA ALFONSO, a Notary Public in and for SALT LAKE in the State of UTAH, personally appeared BILL KOCH, ASSISTANT SECRETARY, signing on behalf of Mortgage Electronic Registration Systems, Inc., ("MERS"), personally known to me (or proved to me on the basis of satisfactory 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, and that by his/her/their signature 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,

[Signature]

LUISA ALFONSO

Notary Expires: 10/04/2014 #601629



(This area for notarial seal)

*BKF*BKFAMRC*03/02/11 10:41:18 AM* AMRC10AMRC0000000000000000303721* MAWORC2* 0012238986 MASTATE_MORT_ASSGN_ASSN *WEB*BKFAMRC*

ATTEST: WORC. Anthony J. Vigliotti, Register

CASE STUDY

14

Case Study 14

Borrower: McArdle, Stephanie, 16 Peirce Road, Unit 3, Lynn, MA
Land Court Case 11-MISC-449892 filed June 29, 2011¹⁶

Attached Documents:

- A. Mortgage (first two pages) to MERS as “Mortgagee” dated June 26, 2006;
- B. Default/Right to Cure letter dated January 22, 2009;
- C. Mortgagee’s Affidavit dated June 21, 2011;
- D. Assignment of Mortgage (undated; notarized August 26, 2009)

Summary:

The January 22, 2009 c. 244, s. 35A default/right to cure letter filed with 11-MISC-449892 is from GMAC Mortgage, LLC (“GMAC”).

The January 22, 2009 c. 244, s. 35A default/right to cure letter does not specifically identify the mortgagee (or one holding thereunder). Rather, it states “GMAC Mortgage, LLC is providing this notice as servicing agent, or otherwise on behalf of, GMAC Mortgage, LLC . . . “

The mortgagee on January 22, 2009 was MERS.

Accordingly, the c. 244, s. 35A letter is not from the “mortgagee” as required by c. 244, s. 35(g).

The c. 244, s. 35A letter also fails to properly identify the name and address of the mortgagee as required by c. 244, s. 35A(h)(4).

The Assignment of Mortgage is undated but was purportedly notarized on August 26, 2009. The assignment of mortgage purports to be from MERS to GMAC.¹⁷

The June 21, 2011 Mortgagee’s Affidavit was purportedly “[s]igned under the pains and penalties of perjury” by one “Lorraine Balara” as “Limited Signing Officer” for “Plaintiff” (GMAC)

Ms. Balara represented – under oath – that she was 1.) authorized to act “by and on behalf of either the Mortgagee or one holding under the Mortgage”, and that 2.) she, or a prior holder of the mortgage, had caused to be mailed to the borrower the required default/right to cure notice in

¹⁶ On September 21, 2011 Land Court Case 11-MISC-449892 was dismissed for lack of prosecution when GMAC failed to appear for a scheduled status conference on September 16, 2011.

¹⁷ Leaving aside all the other potential issues with the Assignment of Mortgage (and there are many) the Assignment was purportedly executed by one “Jeffrey Stephan” as an officer of MERS. Mr. Stephan, a GMAC employee, admitted in a video deposition in 2010 that he “robo-signed” as many as 10,000 foreclosure documents a month – including sworn affidavits - without confirming any of the information therein. Mr. Stephan is widely recognized as having single-handedly causing GMAC to halt all foreclosures for a number of months in 2010. See <http://www.nakedcapitalism.com/2010/09/meet-gmacs-robo-signer-jeffrey-stephan.html>. GMAC was to have corrected the defects caused by Mr. Stephan’s robo-signing before it re-commenced foreclosures in October 2010. See <http://online.wsj.com/article/SB10001424052702304410504575560634267416838.html>

compliance with c. 244, s. 35A. No evidence of Ms. Balara's authority to sign documents for GMAC as "Limited Signing Officer" was provided with the Mortgagee's Affidavit.

Ms. Balara's assertion that she "or a prior holder" caused a notice in compliance with c. 244, s. 35A to be sent to the borrower was false for the reasons stated herein.

Given the foregoing, Ms. Balara's sworn statement(s) on the Mortgagee's Affidavit was/were false and untrue when they were made, and, with the help and cooperation of the law firm that filed the pleadings with the Land Court (Orlans Moran, PC) represents/represented a fraud as against the borrower as well as a fraud on the Land Court.

Current Status:

As noted, 11-MISC-449892 was dismissed by the Court. No further actions have been brought.

18
173

2006063001246 Bk:25847 Pg:567
06/30/2006 16:02:00 MTG Pg 1/18

After Recording Return To:

RELIANT MORTGAGE COMPANY, LLC
101 EDGEWATER DRIVE STE. 260
WAKEFIELD, MASSACHUSETTS 01880
Loan Number: 06-18719-01

CS14 - A

Property Address: 16 PEIRCE ROAD UNIT 3
LYNN MA, MASSACHUSETTS 01902

[Space Above This Line For Recording Data]

MORTGAGE

MIN: 100234500000067921

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 JUNE 26, 2006, together with all Riders to this document.

(B) "Borrower" is STEPHANIE J MCARDLE A SINGLE WOMAN

Borrower is the mortgagor 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 mortgagee 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.

(D) "Lender" is RELIANT MORTGAGE COMPANY, LLC

Lender is a MASSACHUSETTS LIMITED LIABILITY COMPANY organized and existing under the laws of MASSACHUSETTS
Lender's address is 101 EDGEWATER DRIVE STE. 260, WAKEFIELD, MASSACHUSETTS 01880

(E) "Note" means the promissory note signed by Borrower and dated JUNE 26, 2006
The Note states that Borrower owes Lender TWO HUNDRED TWENTY-FOUR THOUSAND AND 00/100 Dollars (U.S. \$ 224,000.00) plus interest.
Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JULY 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.

STW

(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]:

- | | |
|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Planned Unit Development Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Second Home Rider |
| <input checked="" type="checkbox"/> Condominium Rider | <input type="checkbox"/> Other(s) [specify] |

(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. §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 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 mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the

COUNTY
[Type of Recording Jurisdiction]

of

ESSEX
[Name of Recording Jurisdiction]

:

STM

GMAC Mortgage

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

CS14-B

FILED

11 JAN 29 PM 3:00

01/22/09

STEPHANIE J MCARDLE

16 PEIRCE ROAD UNIT 3
LYNN MA 01902

LAST KNOWN ADDRESS

Loan Number: [REDACTED]

Property Address: 16 PEIRCE ROAD UNIT 3
LYNN MA MA 01902

Dear Customer(s):

YOU ARE IN DEFAULT UNDER THE TERMS OF YOUR MORTGAGE AND NOTE.

You have not made the payments as required by your Mortgage and Note. Please refer to your mortgage documents for additional information. GMAC Mortgage, LLC is providing this notice as servicing agent, or otherwise on behalf of, GMAC Mortgage, LLC whose address is; 3451 Hammond Ave Waterloo, IA 50702

Pursuant to M.G.L Chapter 244, Section 35A (b) & (c) as amended, failure to bring your account current by 04/22/2009 may result in our election to exercise our right to accelerate the Mortgage and take steps to terminate your ownership in the property by a foreclosure proceeding. Upon acceleration, your total obligation will be immediately due and payable without further demand.

01/22/09

Account Number [REDACTED]

Page 2

FILED
11 JUL 29 PM 3:00

Your account is now due for the 12/01/08 payment and succeeding payments and late charges. This is a demand for payment of the total amount due and owing as of the date of this letter, which is as follows:

Payments	[REDACTED]
Late Charges	[REDACTED]
Fees, costs and other amounts accrued to date	[REDACTED]
Less: Suspense	[REDACTED]
Total Amount Due Calculation	[REDACTED]

You have the right to cure your default on or before 04/22/2009. In order to cure your default, you must bring your account current by remitting the total amount due as shown above, plus any additional monthly payments, late charges and other charges that may become due under applicable law between the date of this letter and the date that we receive, your payment. If you do not cure your default by 04/22/2009 we may take steps to terminate your ownership in the property by a foreclosure proceeding or other action to seize the property. If you are unable to bring your account current, we urge you to contact our Loss Mitigation Department at 800-850-4622 to discuss possible alternatives to foreclosure.

PAYMENT REMITTANCE INFORMATION (always include Loan # with your payment) - Please send certified funds (certified check, cashier's check, or money order) using one of the following options:

Western Union /Money Gram, or send regular or overnight mail to:

GMAC Mortgage, LLC
PO Box 780
Waterloo IA 50704-0780
800-850-4622

In the event you disagree with the alleged default, or the amount required to cure your default, please contact us at the above address or phone number.

01/22/09

Account Number [REDACTED]

Page 3

71 JUN 29 PM 3:00
FILED

The name of the person that originated your loan is Reliant Mortgage Company. Notwithstanding anything herein to the contrary, you have the right to reinstate your Mortgage even after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense to acceleration and sale.

Financial assistance may be available to you from programs operated by the State or Federal Government. Below is a list of Government agencies that you may wish to contact or ascertain whether you qualify for assistance.

Massachusetts Division of Banks
(617) 956-1501 or (800) 495-BANK, ext.501
Massachusetts Housing Finance Agency
(617) 854-1000, (413) 733-0999 or (888) 995 HOPE
HUD approved Housing Counseling:
1-800-569-4287
<http://www.hud.gov/offices/hsg/sfh/hcc/hccprof14.cfm>
Veterans Administration:
1-800-827-1000

If you are represented by an attorney, please consult with that attorney and provide us with the attorney's name, address and telephone number. To the extent your obligation has been discharged, or is subject to the automatic stay in a bankruptcy proceeding under Title 11 of the United States Code, this notice is for informational purposes only and does not constitute a demand for payment or an attempt to collect an indebtedness as your personal obligation.

Sincerely,

Collections Department

This is an attempt to collect on a debt and any information obtained will be used for that purpose.

5:64

CS14-C

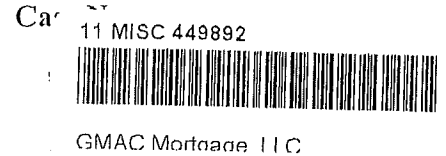
COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT

FILED
11 JUL 29 PM 3:00

MORTGAGEE'S AFFIDAVIT
Under Chapter 206 of the Acts of 2007
(as amended by Chapter 244 of the Acts of 2007)

Defendant(s)/Mortgagor(s): STEPHANIE J MCARDLE

Property Address: 16 PEIRCE ROAD UNIT 3
LYNN MA MA 01902



1) The undersigned makes oath and says that it is (check one):

- ☐ () The Mortgagee of the Mortgage which is the subject of this proceeding; or
☐ () One who holds under the Mortgage; or
☒ (X) One who is authorized to act by and on behalf of either the Mortgagee or one holding under the Mortgage;

AND

2) The undersigned further makes oath and says that (check one):

☒ (X) The undersigned or a prior holder of the Mortgage has caused to be mailed the Notice(s) to Defendant(s)/Mortgagor(s) in compliance with Section 11 of Chapter 206 of the Acts of 2007, as amended;

OR

☐ () Notice has not been sent because no notice is required under Section 11(e) of Chapter 206 of the Acts of 2007.

Signed under the pains and penalties of perjury this day, 6-21-11.

Plaintiff(s)

By:

Name:

Lorraine Balara

Title: Limited Signing Officer

2/16
e

DU-8

CS14-D

ASSIGNMENT

Mortgage Electronic Registration Systems, Inc.

holder of mortgage from

Stephanie J. McArdle

to Mortgage Electronic Registration Systems, Inc.

dated June 26, 2006

recorded with Essex County (Southern District) Registry of Deeds
Book 25847, Page 567. assigns said mortgage and the note and claim

Secured thereby to GMAC Mortgage, LLC, 1100 Virginia Drive, Fort Washington, PA 19034

In witness whereof the said Mortgage Electronic Registration Systems, Inc.

Has caused its corporate seal to be hereto affixed and these presents to be signed, in its name and
behalf by

Jeffrey Stephan
Vice President

its

Jeffrey Stephan
Vice President

Orlans Moran, PLLC
P.O. Box 962169
Boston, MA 02196

Mortgage Electronic Registration Systems,
Inc.

BY:

Jeffrey Stephan
Vice President

STATE OF

MD

COUNTY OF

montgomery

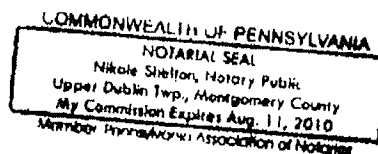
August 26, 2009

UNIT 3, 16 PIERCE BUILDING

On this 20 day of August, 2009, before me, the undersigned notary public, personally appeared Jeffrey as VP, of Mortgage Electronic Registration Systems, Inc., who I have personal knowledge of identity, to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Nicole Shelton
Official Signature and Seal of Notary
My Commission Expires: _____

File No. 618.0237



CASE STUDY

15

Case Study 15

Borrower: Moore, Gregory M., 7 Square Rigger Road, Nantucket, MA
Land Court Case 10-MISC-429624 filed May 13, 2010

Attached Documents:

- A. Mortgage (first two pages) to MERS as “Mortgagee” dated June 25, 2007;
- B. Default/Right to Cure letter dated March 12, 2008;
- C. Mortgagee’s Affidavit dated January 14, 2010;
- D. Assignment of Mortgage dated May 7, 2010

Summary:

The March 12, 2008 default/right to cure letter filed with 10-MISC-429624 is from Countrywide Home Loans Servicing, LP (“Countrywide”).¹⁸

The March 12, 2008 default/right to cure letter does not specifically identify the mortgagee (or one holding thereunder).

The mortgagee on March 12, 2008 was MERS.

Accordingly, the c. 244, s. 35A letter is not from the “mortgagee” as required by c. 244, s. 35(g).

The c. 244, s. 35A letter also fails to properly identify the name and address of the mortgagee as required by c. 244, s. 35A(h)(4).

The Assignment of Mortgage, dated May 7, 2010, purports to be from MERS to The Bank of New York Mellon f/k/a The Bank of New York, as Trustee for CWABS, Inc., Asset-Backed Certificates, Series 2007-13” (“the 2007-13 Trust”).¹⁹

The March 12, 2008 c. 244, s. 35A letter also fails to identify the loan originator or broker as required by c. 244, s. 35A(h)(5).

The January 14, 2010 Mortgagee’s Affidavit was purportedly “[s]igned under the pains and penalties of perjury” by one “Sandra Williams” as “Assist. Vice President” for “Plaintiff(s): The Bank of New York Mellon f/k/a The Bank of New York, as Trustee for CWABS, Inc., Asset-Backed Certificates, Series 2007-13 by BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP”.

¹⁸ Although the date of the default/right to cure letter in this matter precedes the enacting date of c. 244, s. 35A (May 1, 2008), the March 12, 2008 default/right to cure letter must be viewed under c. 244, s. 35A since the Mortgagee’s Affidavit attests that a letter was sent in compliance with the statute. Moreover, the default/right to cure letter gives the borrower the required ninety (90) day cure time contemplated by c. 244, s. 35A and contains information (help line phone numbers, etc.) that are also required under c. 244, s. 35A.

¹⁹ The notary acknowledgment on the Assignment of Mortgage is undated. This makes the document fatally defective as a “material defect” in the notary acknowledgment. See *Agin v. Mortg. Elec. Registration Sys., Inc.* (In re Giroux), 2009 Bankr. LEXIS 3429 (Bankr. D. Mass. May 21, 2009) aff’d, *Agin v. Mortg. Elec. Registration Sys., Inc.* (In re Giroux) (D. Mass. November 17, 2009). See also *In re Dessources*, 430 BR 330 (2010).

Ms. Williams represented – under oath – that she was 1.) authorized to act “by and on behalf of either the Mortgagee or one holding under the Mortgage”, and that 2.) she, or a prior holder of the mortgage, had caused to be mailed to the borrower the required default/right to cure notice in compliance with c. 244, s. 35A. No evidence of Ms. Williams’ authority to execute documents for either BAC or The Bank of New York Mellon as Trustee for the 2007-13 Trust was provided with the Mortgagee’s Affidavit.

Ms. Williams’ assertion that she “or a prior holder” caused a notice in compliance with c. 244, s. 35A to be sent to the borrower was false for the reasons stated herein.

Given the foregoing, Ms. Williams’ sworn statement(s) on the Mortgagee’s Affidavit was/were false and untrue when they were made, and, with the help and cooperation of the law firm that filed the pleadings with the Land Court (Stanton & Davis) represent/represented a fraud as against the borrower as well as a fraud on the Land Court.

Current Status:

The property was foreclosed on October 11, 2011. No post foreclosure eviction process has begun yet. The borrower remains in possession of the property.



2007 00120858
 Cert: 20802 Doc: MTG
 Registered: 06/29/2007 11:00 AM

After Recording Return To:
 COUNTRYWIDE HOME LOANS, INC.
 MS SV-79 DOCUMENT PROCESSING
 P.O.Box 10423
 Van Nuys, CA 91410-0423

Prepared By:
 MICHAEL LEWIS

CS15-A

[Space Above This Line For Recording Data]

MOORE
 [Escrow/Closing #]

00017071176906007
 [Doc ID #]

MORTGAGE

MIN 1000157-0008258648-4

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 JUNE 25, 2007, together with all Riders to this document.

(B) "Borrower" is
 GREGORY M MOORE

Borrower is the mortgagor 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 mortgagee 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.

(D) "Lender" is
 Countrywide Home Loans, Inc. dba America's Wholesale Lender
 Lender is a CORPORATION
 organized and existing under the laws of NEW YORK
 Lender's address is

4500 Park Granada MSN# SVB-314, Calabasas, CA 91302-1613

(E) "Note" means the promissory note signed by Borrower and dated JUNE 25, 2007. The Note states that Borrower owes Lender
 FOUR HUNDRED TWENTY ONE THOUSAND and 00/100

Dollars (U.S. \$ 421,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JULY 01, 2037.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

MASSACHUSETTS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Page 1 of 11

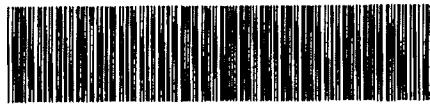
VMP -6A(MA) (0401) CHL (08/05)(d)

VMP Mortgage Solutions, Inc. (800)521-7291

gm
 Form 3022 1/01



* 2 3 9 9 1 *



* 1 7 0 7 1 1 7 6 9 0 0 0 0 2 0 0 6 A *

DOC ID #: 00017071176906007

(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]:

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(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 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 mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the

COUNTY of NANTUCKET :
 [Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number:

which currently has the address of

7 SQUARE RIGGER RD, NANTUCKET
 [Street/City]

Massachusetts 02554-3104 ("Property Address"):
 [Zip Code]



P.O. Box 660694
Dallas, TX 75266-0694

Gregory M Moore
7 SQUARE RIGGER RD
NANTUCKET, MA 02554-3104
|||||

CS 15-B

Send Correspondence to:
P.O. Box 5170, MS SV314B
Simi Valley, CA 93065

Send Payments to:
P.O. Box 660694
Dallas, TX 75266-0694

03/12/2008

Business Address:
450 Arroyo Street
Simi Valley, CA 93065-6205

10 MAY 13 AM 10:25

RE: Premises:
7 Square Rigger Rd
Nantucket, MA 02554-3104
Account No.: [REDACTED]

NOTICE OF INTENTION TO FORECLOSE

Dear Gregory M Moore:

Countrywide Home Loans Servicing LP (hereinafter "Countrywide") services the loan described above on behalf of the holder of the promissory note (the "Noteholder"). The loan is in serious default because the required payments have not been made. The total amount now required to reinstate the loan as of the date of this notice is as follows:

<u>Monthly Charges:</u>	02/01/2008
<u>Late Charges:</u>	02/01/2008
<u>Other Charges:</u>	Total Late Charges: Uncollected Costs: Partial Payment Balance:

TOTAL DUE:

You have the right to cure the default. To cure the default, on or before June 10, 2008, Countrywide must receive the amount of [REDACTED] plus any additional regular monthly payment or payments and late charges which become due on or before June 10, 2008.

The default will not be considered cured unless Countrywide receives "good funds" in the amount of [REDACTED] on or before June 10, 2008. If any check (or other payment) is returned to us for insufficient funds or for any other reason, "good funds" will not have been received and the default will not have been cured. No extension of time to cure will be granted due to a returned payment. Countrywide reserves the right to accept or reject a partial payment of the total amount due without waiving any of its rights herein or otherwise. For example, if less than the full amount that is due is sent to us, we can keep the payment and apply it to the debt but still proceed to foreclosure since the default would not have been cured.

If the default is not cured on or before June 10, 2008, the mortgage payments will be **accelerated** with the full amount remaining accelerated and becoming due and payable in full, and foreclosure proceedings will be initiated at that time. As such, the failure to cure the default may result in the foreclosure and sale of your property. If your property is foreclosed upon, the Noteholder may pursue a deficiency judgment against you to collect the balance of your loan, if permitted by law, and all occupants will be required to vacate the property.

You may, if required by law or your loan documents, have the right to cure the default after the acceleration of the mortgage payments and prior to the foreclosure sale of your property if all amounts past due are paid within the time permitted by law. However, Countrywide and the Noteholder shall be entitled to collect all fees and costs incurred by Countrywide and the Noteholder in pursuing any of their remedies, including but not limited to reasonable attorney's fees, to the full extent permitted by law. Further, you may have the right to bring a court action to assert the non-existence of a default or any other defense you may have to acceleration and foreclosure.

Your loan is in default. Pursuant to your loan documents, Countrywide may, enter upon and conduct an inspection of your property. The purposes of such an inspection are to (i) observe the physical condition of your property, (ii) verify that the property is occupied and/or (iii) determine the identity of the occupant. If you do not cure the default prior to the inspection, other actions to protect the mortgagee's interest in the property (including, but not limited to, winterization, securing the property, and valuation services) may be taken. **The costs of the above-described inspections and property preservation efforts will be charged to your account as provided in your security instrument.**

Please write your account number on all checks and correspondence.
We may charge you a fee for a check not deposited by your financial institution, subject to applicable law.

Account Number: [REDACTED]
Gregory M Moore
7 Square Rigger Rd

- Make your check payable to Countrywide Home Loans
- Write your account number on your check or money order
- Write in any additional amounts you are including (if total is more than \$5000, please send certified check)
- Don't attach your check to the payment coupon
- Don't include correspondence
- Don't send cash

Countrywide
PO BOX 660694
Dallas, TX 75266-0694
|||||

Please update e-mail information on the reverse side of this coupon

Additional
Principal

Additional
Interest

Other

Check
Total

170711769100000787986000787986

If you are unable to cure the default on or before June 10, 2008, Countrywide wants you to be aware of various options that may be available to you through Countrywide to prevent a foreclosure sale of your property. For example:

- **Repayment Plan:** It is possible that you may be eligible for some form of payment assistance through Countrywide. Our basic plan requires that Countrywide receive, up front, at least 1/4 of the amount necessary to bring the account current, and that the balance of the overdue amount be paid, along with the regular monthly payment, over a defined period of time. Other repayment plans also are available.
- **Loan Modification:** Or, it is possible that the regular monthly payments can be lowered through a modification of the loan by reducing the interest rate and then adding the delinquent payments to the current loan balance. This foreclosure alternative, however, is limited to certain loan types.
- **Sale of Your Property:** Or, if you are willing to sell your home in order to avoid foreclosure, it is possible that the sale of your home can be approved through Countrywide even if your home is worth less than what is owed on it.
- **Deed-in-Lieu:** Or, if your property is free from other liens or encumbrances, and if the default is due to a serious financial hardship which is beyond your control, you may be eligible to deed your property directly to the Noteholder and avoid the foreclosure sale.

If you are interested in discussing any of these foreclosure alternatives with Countrywide, you must contact us immediately. If you request assistance, Countrywide will need to evaluate whether that assistance will be extended to you. In the meantime, Countrywide will pursue all of its rights and remedies under the loan documents and as permitted by law, unless it agrees otherwise in writing. Failure to bring your loan current or to enter into a written agreement by June 10, 2008 as outlined above will result in the acceleration of your debt.

Also, applicable law requires the disclosure of the following information:

- The mortgage broker(s) associated with this loan are/were [we were unable to ascertain this information].
- The mortgage loan originator(s) associated with this loan are/were [we were unable to ascertain this information].
- You may be eligible for assistance from the Massachusetts Housing Finance Agency by calling 1-888-995-HOPE (www.masshousing.com), and the Massachusetts Division of Banks at 1-617-956-1501, ext. 501., or at 1-800-495-2265, ext. 501.
- You are hereby notified that a **NEGATIVE CREDIT REPORT** reflecting on the Borrower's credit record may be submitted to a credit reporting agency if the Borrower fails to fulfill the terms of the obligations under the loan.
- If you did not sign the note but hold a legal or beneficial interest in the encumbered property, this notice is provided to you as a courtesy to warn you that if the full amount due on the loan is not paid as set forth above, you may lose your interest in the encumbered property.

Time is of the essence. If you have any questions concerning this notice, or if you disagree with our calculation of the amount required to cure the default, please contact Loan Counseling Center immediately at 1-800-869-0102. Our office hours are between 8:00 A.M. and 5:00 P.M. Pacific Time.

Sincerely,

Loan Counseling Center

E-mail us: Providing your e-mail address below will allow us to send you information on your account.
Account Number: **170711789**
Gregory M Moore E-mail address

How we post your payments: All accepted payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest, (ii) escrow deficiencies, (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan. Please specify if you want an additional amount applied to future payments, rather than principal reduction.

Postdated checks: Countrywide's policy is to not accept postdated checks, unless specifically agreed to by a loan counselor or technician.

CS15-C

COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT

10 MAY 13 AM 10:25

MORTGAGEE'S AFFIDAVIT
Under Chapter 206 of the Acts of 2007
(as amended by Chapter 244 of the Acts of 2007)

CASE NO.

10 MISC 429624



Defendant(s)/Mortgagor(s): Gregory M. Moore

Property Address: 7 Square Rigger Road

Nantucket, MA 02554

- 1) The undersigned makes oath and says that it is (check one):
- ☐ The Mortgagee of the Mortgage which is the subject of this proceeding; or
 - ☐ One who holds under the Mortgage; or
 - ☒ One who is authorized to act by and on behalf of either of the Mortgagee or one holding under the Mortgage;

AND

- 2) The undersigned further makes oath and says that (check one):
- ☒ The undersigned or a prior holder of the Mortgage has caused to be mailed the Notice(s) to Defendant(s)/Mortgagor(s) in compliance with Section 11 of Chapter 206 of the Acts of 2007, as amended;

OR

- ☐ Notice has not been sent because no notice is required under Section 11(e) of Chapter 206 of the Acts of 2007.

Signed under the pains and penalties of perjury this day of JAN 14 2010, 2009

Plaintiff(s): The Bank of New York Mellon f/k/a The
Bank of New York, as Trustee for CWABS, Inc. Asset-
Backed Certificates, Series 2007-13

By: BAC Home Loans Servicing, LP f/k/a
Countrywide Home Loans Servicing, LP

Name: Sandra Williams

Title: Sandra Williams-Assist. Vice President



Cert: 20802 Doc: ASS
Registered: 05/14/2010 10:12 AM

CS15-D

ASSIGNMENT OF MORTGAGE

Mortgage Electronic Registration Systems, Inc. ("MERS") acting solely as nominee for Lender (Countrywide Home Loans, Inc. d/b/a America's Wholesale Lender) and Lender's successors and assigns, holder of a real estate mortgage

from Gregory M. Moore
to Mortgage Electronic Registration Systems, Inc. ("MERS") acting solely as nominee for Lender (Countrywide Home Loans, Inc. d/b/a America's Wholesale Lender) and Lender's successors and assigns
dated June 25, 2007

recorded in the Nantucket County Registry of Deeds in Book, Page document 120858

assigns without recourse in any event said mortgage and the note and claim secured thereby to The Bank of New York Mellon f/k/a The Bank of New York, as Trustee for CWABS, Inc. Asset-Backed Certificates, Series 2007-13 c/o Bank of America, 7105 Corporate Drive PTX-C-35, Plano, TX 75024.

IN WITNESS WHEREOF, the said Mortgage Electronic Registration Systems, Inc. ("MERS") acting solely as nominee for Lender (Countrywide Home Loans, Inc. d/b/a America's Wholesale Lender) and Lender's successors and assigns has caused its corporate seal to be affixed and these presents to be signed in its name and behalf by Rhonda Weston its

Vice President this 7 day of May, 2010, A.D. 2009.

Signed and sealed in the presence

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") ACTING SOLELY AS NOMINEE FOR LENDER (COUNTRYWIDE HOME LOANS, INC. D/B/A AMERICA'S WHOLESALE LENDER) AND LENDER'S SUCCESSORS AND ASSIGNS

By Rhonda Weston
Name: Rhonda Weston - Vice President
Title: _____

STATE OF New York

Erie, S.S. _____, 2009

Then personally appeared the above named Rhonda Weston, Vice President, and acknowledged the foregoing instrument to be the free act and deed of Mortgage Electronic Registration Systems, Inc. ("MERS") acting solely as nominee for Lender (Countrywide Home Loans, Inc. d/b/a America's Wholesale Lender) and Lender's successors and assigns, before me,

ELLEN S. WEPPNER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01WE484309
Qualified in Erie County
My Commission Expires: _____
Commission Expires June 30, 2011

File No.: 1253-4309-1209F
Stanton & Davis
1000 Plain Street
Marshfield, MA 02050

Property Address: 7 Square Rigger Road, Nantucket, Massachusetts

CASE STUDY

16

Case Study 16

Borrower: Partida, Gloria, 6 Sparks Ave., Nantucket, MA
Land Court Case 11-MISC-449314 filed June 16, 2011

Attached Documents:

- A. Mortgage (first two pages) to Sovereign Bank as “Mortgagee” dated May 23, 2007;
- B. Default/Right to Cure letter dated July 19, 2009;
- C. Mortgagee’s Affidavit dated April 9, 2011;
- D. Assignment of Mortgage: there are two (2):
 - 1.) Assignment of Mortgage from Sovereign to Wells Fargo Bank, N.A. dated June 8, 2007;
 - 2.) Assignment of Mortgage from Wells Fargo Bank, N.A. to HSBC Bank USA, National Association as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2007-11 dated April 22, 2011

Summary:

The July 19, 2009 default/right to cure letter filed with 11-MISC-449314 is from Wells Fargo Home Mortgage (“WFHM”).

Assuming the validity of the two (2) Assignments of Mortgage, the record “mortgagee” from origination on May 23, 2007 to the first Assignment of Mortgage on June 8, 2007 was Sovereign Bank. Thereafter, from June 8, 2007 to April 22, 2011, the record mortgagee was Wells Fargo Bank, N.A. On April 22, 2011 the loan was purportedly assigned to “HSBC Bank USA, National Association as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2007-11” (“the 2007-11 Trust”).

The July 19, 2009 default/right to cure letter identifies the “current mortgagee” as WFHM.

On July 19, 2009 the mortgagee was Wells Fargo Bank, N.A.

Accordingly, the c. 244, s. 35A letter is not from the “mortgagee” as required by c. 244, s. 35(g).

The c. 244, s. 35A letter also fails to properly identify the name and address of the mortgagee (or one holding thereunder) as required by the statute.

The July 19, 2009 c. 244, s. 35A letter also fails to identify the loan originator or broker. The mortgage originator was shown on the default/right to cure letter as “N/A” when it was clearly Sovereign Bank. See p. 2 of mortgage. Accordingly, the c. 244, s. 35A letter fails to properly identify the name of the loan originator as required by c. 244, s. 35A(h)(5).

The April 9, 2011 Mortgagee’s Affidavit was purportedly “[s]igned under the pains and penalties of perjury” by one “Nicole Miles-Todd” as “Vice President of Loan Documentation” for

“Plaintiff(s): HSBC Bank USA, National Association as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2007-11”.²⁰

Ms. Miles-Todd represented – under oath – that she was 1.) authorized to act “by and on behalf of either the Mortgagee or one holding under the Mortgage”, and that 2.) no notice was required to be mailed to the borrower under c. 244, s. 35A. No evidence of Ms. Miles-Todd’s authority to execute documents as an officer of HSBC as Trustee for the 2007-11 Trust was provided with the Mortgagee’s Affidavit.

Ms. Miles-Todd’s assertion that she was authorized to act “by and on behalf of either the Mortgagee or one holding under the Mortgage” was false. On April 9, 2011, the mortgagee was purportedly Wells Fargo Bank, N.A. There is no evidence that Ms. Miles-Todd was acting on behalf of HSBC on April 9, 2011. There is no evidence that on April 9, 2011, HSBC – the party whom Ms. Miles-Todd purported to sign for – was “holding under” Wells Fargo Bank, N.A. Ms. Miles-Todd’s assertion that no notice in compliance with c. 244, s. 35A was required to be sent to the borrower was false since this residence is the borrower’s primary residence and there is no evidence of any other compliant default/right to cure notice having ever been sent.

Given the foregoing, Ms. Miles-Todd’s sworn statement(s) on the Mortgagee’s Affidavit was/were false and untrue when they were made, and, with the help and cooperation of the law firm that filed the pleadings with the Land Court (Harmon Law Offices, PC) represent/represented a fraud as against the borrower as well as a fraud on the Land Court.

Current Status:

Judgment has entered in 11-MISC-449314 based on the Court’s finding (Long, J.) that c. 244, s. 35A does not apply to Servicemembers cases. The borrower is planning to appeal.

²⁰ Ms. Miles-Todd also executed the Mortgagee’s Affidavit - as an officer of Deutsche Bank - in Case Study 2 above.

CS16-A

Return To:

Sovereign Bank, MCS-10-6438-CA5
601 Penn Street
Reading, PA 19601

Prepared By:

Michelle Pike
One Sovereign Place
MA1-NBF-01-08
New Bedford, MA 02740



2007 00001806
Bk: 1083 Pg: 268 Page: 1 of 19
Doc: MTG 05/29/2007 09:54 AM

[Space Above This Line For Recording Data]

MORTGAGE

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 **May 23, 2007**, together with all Riders to this document.

(B) "Borrower" is **Gloria Maravilla Partida**

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is **Sovereign Bank**

Lender is a **Federal Savings Bank** organized and existing under the laws of **The United States of America**

0866200736

0703202633

MASSACHUSETTS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3022 1/01

VMP-6(MA) (0401).02

Page 1 of 15

Initials: G.M.P.

VMP Mortgage Solutions, Inc.

Lender's address is 1130 Berkshire Blvd., Wyomissing, PA 19610

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated May 23, 2007

The Note states that Borrower owes Lender Seven Hundred Sixty Eight Thousand And Zero/100 Dollars

(U.S. \$ 768,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 01, 2037

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "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.

(G) "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]:

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input checked="" type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input checked="" type="checkbox"/> Other(s) [specify] Exhibit A

(H) "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.

(I) "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.

(J) "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.

(K) "Escrow Items" means those items that are described in Section 3.

(L) "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.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "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.

(O) "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 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.

0866200736

VMIP-6(MA) (04011.02)

Page 2 of 15

Initials G.M.P.

0703202633

Form 3022 1/01

CS16-B

Wells Fargo Home Mortgage
P.O. Box 9039
Temecula, Ca 92589-9039

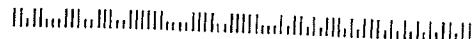


2222232115

LAND COURT
FILED
11 JUN 16 PM 1:34

July 19, 2009

247708DAY90/MA



GLORIA M PARTIDA



Dear Borrower(s):

RE: [REDACTED]

Our records indicate that your loan is in default. Unless the payment on your loan can be brought current by October 17, 2009 it will become necessary to accelerate your Mortgage and pursue the remedies provided for in your Mortgage. The total delinquency against your account as of today's date is as follows:

Past Due Payments

Late Charge Balance

Other Fees

Suspense Balance

Total delinquency as of July 19, 2009

\$ [REDACTED]
\$ [REDACTED]
\$ [REDACTED]
-\$ [REDACTED]
\$ [REDACTED]

To avoid the possibility of acceleration, you must pay this amount plus any additional monthly payments, late charges and other charges that may be due under applicable law after the date of this notice and on or before October 17, 2009 in CERTIFIED funds, to Wells Fargo Home Mortgage, 1 Home Campus, X2302-04A, Des Moines, IA 50328 (1-800-416-1472).

If funds are not received by the above stated time, we will proceed with acceleration. Once acceleration has occurred, we may take steps to terminate your ownership in the property by a foreclosure proceeding or other action to seize the home or pursue any other remedy permitted under the terms of your Mortgage.

If you would like to discuss the present condition of your loan or if you disagree that a default has occurred or the amount of the default, please contact our LOAN SERVICE REPRESENTATIVES at 1-800-416-1472, Monday through Friday from 8:00 A.M. to 8:00 P.M. Central Time.

Financial assistance may be available to you from programs operated by the State or Federal Government. Below is a list of Government agencies that you may wish to contact or ascertain whether you qualify for assistance.

Massachusetts Division of Banks

Neighborworks HOPE Hotline

HUD Approved Housing Counseling

Veterans Administration

800-495-2265 x 1501

888-995-4673

800-569-4287

800-827-1000

The name of the person that originated your loan is N/A. The current mortgagee is Wells Fargo Home Mortgage, Written Customer Contact P.O. Box 10335 Des Moines, IA 50306.

You have the right to reinstate your Mortgage Loan and Mortgage Deed of Trust after acceleration. However, any future negotiations attempting to reinstate your loan or any payment of less than the full amount due shall not constitute Wells

Wells Fargo Bank, N.A.'s waiver of acceleration unless agreed to, in writing, by Wells Fargo Bank, N.A. and payments may be returned. If foreclosure is initiated, you will have the right to refute the existence of the default or offer any other defense to acceleration you may deem appropriate. You have the right to bring a court action to assert the non-existence of the default or any other defense you have to acceleration and sale.

This communication is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge of this debt in bankruptcy or are currently in a bankruptcy case, this notice is not intended as an attempt to collect a debt and, this company has a security interest in the property and will only exercise its rights as against the property.

Sincerely,

Wells Fargo Home Mortgage
Default Management Department

CS16-C

COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT

LAND COURT
FILED
11 JUN 16 PM 1:34

MORTGAGEE'S AFFIDAVIT

Under Massachusetts General Laws, Chapter 244, Section 35A, as amended St. 2010,
Chapter 258, Section 7.

Case No.

Defendant(s)/Mortgagor(s): Gloria Maravilla Partida and Jose Partida

11 MISC 449314



HSBC Bank USA National Association

Gloria Maravilla Partida

Property Address: 6 Sparks Avenue, Nantucket

1) The undersigned makes oath and says that it is (check one):

- ☐ The Mortgagee of the Mortgage which is the subject of this proceeding; or
☐ One who holds under the Mortgage; or
☒ One who is authorized to act by and on behalf of either the Mortgagee or one
holding under the Mortgage;

AND

2) The undersigned further makes oath and says that (check one):

☐ The undersigned or a prior holder of the Mortgage has caused to be mailed the
Notice(s)* to Defendant(s)/Mortgagor(s) in compliance with Massachusetts General Laws, Chapter 244,
Section 35A, as amended;

OR

☒ No notice has been sent because no notice is required under Massachusetts General Laws,
Chapter 244, Section 35A, as amended

Signed under the pains and penalties of perjury this 9 day of April, 2011.

Plaintiff(s) HSBC Bank USA, National Association as Trustee for Wells Fargo Asset Securities
Corporation, Mortgage Pass-Through Certificates, Series 2007-11

By:

Name: Nicole Miles-Todd

Title: Vice President of Loan Documentation

* COPY OF CHAPTER 244, SECTION 35A NOTICE ATTACHED

CS16-D1



2011 00001140

Bk: 1277 Pg: 311 Page: 1 of 2
Doc: ASS 04/27/2011 02:22 PM

Space Above this Line for County Record

Assignment of Mortgage

FOR VALUE RECEIVED, the undersigned, hereby grants, assigns and transfers to:

HSBC Bank USA, National Association as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass-Through
Certificates, Series 2007-11

1 Home Campus, Des Moines, IA 50328

all beneficial interest under that certain Mortgage dated:

May 23, 2007

executed by: GLORIA MARAVILLA PARTIDA

Beneficiary: Sovereign Bank

and recorded as Instrument No. 200700001806

on May 29, 2007 in Book: 1083

Page: 268, of Official Records in the County Recorders office of Nantucket County, MA, describing land therein as:

See Attached Exhibit A

Pin or Tax ID # 55-192

Certificate #:

Loan Amount \$768,000.00

Property Address: 6 SPARKS AVENUE, NANTUCKET, MA 02554

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with
interest, and all rights accrued or to accrue under said Mortgage.

Wells Fargo Bank, N.A.

Dated: ~~March 11, 2011~~ 4-22-2011

State of MINNESOTA

County of DAKOTA

personally appeared STACEY PETTUS, Vice President of Wells Fargo Bank, N.A., 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).
entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

 (Seal)
Tammie Roach
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Wells Fargo- San Antonio Image Capture
4101 Wiseman Blvd Bldg 108
San Antonio, TX 78251-4200
Attn: MAC T7408-01FLoan #:
Prepared By: DANIEL JANSEN
MIN #: 100011399993641670
Broker Name: .
Broker Address: .,
Broker Lic: # .

Exhibit A - Property Description

Property 6 Sparks Avenue, Nantucket, Massachusetts 02554
Address:

A certain parcel of land and all improvements thereon, situated at 6 Sparks Avenue in Nantucket, Nantucket County, MA said land is shown as LOT 1 on a plan recorded with the Nantucket Registry of Deeds in Plan Book 15 Page 46.

Being the same premises conveyed to Gloria Maravilla Partida by deed of Dated December 19, 2005 and Recorded with the Nantucket Registry of Deeds on December 19, 2005 at 2:39 at Book 996 Page 286.

**NANTUCKET COUNTY Received & Entered
Attest: Jennifer H. Ferreira, Register of Deeds**



2008 00000058

Bk: 1120 Pg: 268 Page: 1 of 3
Doc: ASS 01/07/2008 03:16 PMSOV# 0866200736
Investor # 0170471791
6/18/07
Tax Parcel # 55-192Return to: Sovereign Bank
601 Penn Street
Reading, PA 19601
Attn: 10-6438-CA5

CS 16-D2

Assignment of Mortgage

KNOWN ALL MEN BY THESE PRESENTS that Sovereign Bank, organized and existing under the laws of the United States of America with its principal office at 1130 Berkshire Blvd., Wyomissing, PA 19610, for and in consideration of the sum of One Dollar, lawful money of the United States of America, and other good and valuable consideration, to it in hand paid by

Wells Fargo Bank, N.A.

a corporation organized and existing under the laws of the State of MN
with its principal offices at

800 LaSalle Avenue, Suite 1000, Minneapolis, MN 55402

hereinafter referred to as ASSIGNEE, at or before ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over, and by these present does grant, bargain, sell, assign, transfer and set over unto the said ASSIGNEE and its successors and assigns; all that certain Indenture of Mortgage covering premises situate in the City of

Town of Nantucket

County of **Nantucket**

MA

, State of

BEING known as:

6 Sparks Avenue, Nantucket, MA 02554

dated **05/23/07**, and to be recorded immediately prior to the recording of

this Assignment in the Office of the Register, Clerk or Recorder of **Nantucket**

County, made and executed by,

Gloria Maravilla Partida

hereinafter referred to as MORTGAGOR, to said Sovereign Bank, in the principal sum of

\$ 768,000.00 payable with interest on the unpaid balance of at the rate of

6.250 % per annum in monthly installments as therein noted.

BOOK **1083** PAGE **268 #2007 00001806 recorded 5/29/07**

TOGETHER with hereditaments and premises in by said Indenture of Mortgage particular described and granted or mentioned and intended so to be, with the appurtenances, and the bond or obligation in said Indenture of Mortgage mentioned and thereby intended to be secured and all incidental or supplemental documents, or instruments, if any, secured or intended to be secured thereby, and all monies due and to grow due thereon, and all its estate, right, title, interest, k property, claim and demand in and to the same.

TO HAVE and to hold the same unto the said ASSIGNEE and its successors and assigns, to its and their proper use, benefit and behoof forever, subject nevertheless, to the equity of redemption of said MORTGAGOR in said Indenture of Mortgage named, and the heirs, executors, administrators, successors and assigns of said MORTGAGOR therein.

AND IT, the said Sovereign Bank, does hereby covenant, promise and agree to an with the said ASSIGNEE that there is now due and owing upon the said bond or obligation and Mortgage, the sum of money hereinabove specified as the principal sum due thereon, with interest at the rate specified thereinabove.

IN WITNESS WHEREOF, the said Sovereign Bank has caused corporate seal to be hereto affixed and these presents to be duly executed by its proper officers this **8th** day of

June

A.D. 2007

BY: *Michelle Trump*
 Michelle Trump
 Asst. Secretary of Sovereign Bank

ATTEST:

STATE OF PENNSYLVANIA)
)
 COUNTY OF BERKS)

SS:

Lori J. Lint
 Lori J. Lint

BE IT REMEMBERED, that on this 8th day of June, in the Year of Our Lord, 2007, before me, Carol A. Shaffer, the subscriber, a Notary Public of the State of Pennsylvania personally appeared Michelle Trump, Asst. Secretary of Sovereign Bank, known to me personally to be such, and acknowledged this Instrument of Writing, to be his act and deed and the act and deed of said Corporation; that the signature of the Office aforesaid is in his own proper handwriting; that the seal above pre-printed is the common or corporate seal of said corporation and that his act of signing, sealing, executing, acknowledging and delivering said Instrument of Writing was duly authorized by a resolution of the Board of Directors of the said Sovereign Bank.



Carol A. Shaffer
 Notary Public of Pennsylvania

Prepared by:

Julie M. Rentschler
 Julie M. Rentschler

COMMONWEALTH OF PENNSYLVANIA
 Notarial Seal
 Carol A. Shaffer, Notary Public
 City Of Reading, Berks County
 My Commission Expires Nov. 13, 2010
 Member, Pennsylvania Association of Notaries

Exhibit A - Property Description

Closing date: May 23, 2007
Borrower(s): Gloria Maravilla Partida
Property Address: 6 Sparks Avenue, Nantucket, Massachusetts 02554

A certain parcel of land and all improvements thereon, situated at 6 Sparks Avenue in Nantucket, Nantucket County, MA said land is shown as LOT 1 on a plan recorded with the Nantucket Registry of Deeds in Plan Book 15 Page 46.

Being the same premises conveyed to Gloria Maravilla Partida by deed of Dated December 19, 2005 and Recorded with the Nantucket Registry of Deeds on December 19, 2005 at 2:39 at Book 996 Page 286.

NANTUCKET COUNTY Received & Entered
Attest: Jennifer H. Ferreira Register of Deeds

CASE STUDY

17

Case Study 17

Borrower: Place, David, 17 Correia Lane, Nantucket, MA
Land Court Case 10-MISC-441994 filed October 22, 2010

Attached Documents:

- A. Mortgage (first two pages) to MERS as “Mortgagee” dated October 8, 2003;
- B. Default/Right to Cure letter dated February 4, 2009;
- C. Mortgagee’s Affidavit dated September 23, 2010;
- D. Assignment of Mortgage dated September 29, 2010

Summary:

The February 4, 2009 default/right to cure letter filed with 10-MISC-441994 has no letterhead. It makes reference to “CitiMortgage”, but is signed only “Collections Department”. The letter states that on February 4, 2009 the “mortgagee or the holder thereunder” is “CitiMortgage, Inc.”

The mortgagee on February 4, 2009 was MERS.

Since there is no letterhead it is impossible to determine whether the c. 244, s. 35A letter is from the “mortgagee” as required by c. 244, s. 35(g).

The c. 244, s. 35A letter does not properly identify the name and address of the mortgagee (or one holding thereunder) as required by c. 244, s. 35A(h)(4).

The Assignment of Mortgage, dated September 29, 2010, purports to be from MERS to CitiMortgage, Inc.

The February 4, 2009 c. 244, s. 35A letter also fails to identify the loan originator or broker. This information is shown as “Not Applicable” despite the fact that loan originator appears on the face of the mortgage as “Flagstar Bank, FSB”. See p. 1 of mortgage. Accordingly, the c. 244, s. 35A letter fails to properly identify the name of the loan originator as required by c. 244, s. 35A(h)(5).

The September 23, 2010 Mortgagee’s Affidavit was purportedly “[s]igned under the pains and penalties of perjury” by one “Stephanie Young” as “Default Processor” for “Plaintiff(s)” (CitiMortgage, Inc.)

Ms. Young represented – under oath – that she was 1.) authorized to act “by and on behalf of either the Mortgagee or one holding under the Mortgage”, and that 2.) she, or a prior holder of the mortgage, had caused to be mailed to the borrower the required default/right to cure notice in compliance with c. 244, s. 35A. No evidence of Ms. Young’s authority to execute documents as an officer of CitiMortgage was provided with the Mortgagee’s Affidavit.

Ms. Young's assertion that she was authorized to act "by and on behalf of either the Mortgagee or one holding under the Mortgage" was false. On September 23, 2010, the mortgagee was MERS. There is no evidence that Ms. Young was acting on behalf of MERS. There is no evidence that CitiMortgage – the party whom Ms. Young purported to sign for – was "holding under" MERS. Ms. Young's assertion that she "or a prior holder" caused a notice in compliance with c. 244, s. 35A to be sent to the borrower was false for the reasons stated herein.

Given the foregoing, Ms. Young's sworn statement(s) on the Mortgagee's Affidavit was/were false and untrue when they were made, and, with the help and cooperation of the law firm that filed the pleadings with the Land Court (Harmon Law Offices, PC) represent/represented a fraud as against the borrower as well as a fraud on the Land Court.

Current Status:

The borrower has filed an Answer in 10-MISC-441994.

After Recording Return To:
FLAGSTAR BANK
5151 CORPORATE DRIVE
TROY, MI 48098
FINAL DOCUMENTS, MAIL STOP W-530-3

BOOK 853 PAGE 0250

CS17-A

V1 WBCD LOAN # 999661887

[Space Above This Line For Recording Data]

MORTGAGE

MIN 100052599966188738

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 OCTOBER 8, 2003, together with all Riders to this document.

(B) "Borrower" is DAVID L. PLACE.

Borrower is the mortgagor 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 mortgagee 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.

(D) "Lender" is FLAGSTAR BANK, FSB.

Lender is a FEDERALLY CHARTERED SAVINGS BANK
UNITED STATES OF AMERICA.
TROY, MI 48098-2639.

organized and existing under the laws of
Lender's address is 5151 CORPORATE DR,

(E) "Note" means the promissory note signed by Borrower and dated OCTOBER 8, 2003. The Note states that Borrower owes Lender *****TWO HUNDRED EIGHTY THREE THOUSAND AND NO/100 ***** Dollars (U.S. \$283,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than NOVEMBER 1, 2023.

(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]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |

(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. §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 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 mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the COUNTY [Type of Recording Jurisdiction] of NANTUCKET

[Name of Recording Jurisdiction]:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which currently has the address of 17 Correia Lane, NANTUCKET,

[Street] [City]

Massachusetts 02554

[Zip Code]

("Property Address"):

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 mortgage, 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.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

CS17-B

FILED
10 OCT 22 PM 11:39

02/04/09

DAVID L PLACE
[REDACTED]
[REDACTED]

RE: CitiMortgage Loan #: [REDACTED]
Security Instrument Dated: [REDACTED]
Property Address: 17 Correia Lane
Nantucket, MA 02554

Dear CitiMortgage Customer(s):

THE ABOVE REFERENCED LOAN IS IN DEFAULT. Payments have not been made as required by the note and mortgage or deed of trust (the "Security Instrument"). Refer to the note and Security Instrument for additional information. CitiMortgage, Inc. is providing this notice as lender or servicing agent for the lender.

To cure the default you must pay the past due amount of [REDACTED] including [REDACTED] in late charges and [REDACTED] in delinquency related expenses. We must receive your payment by 05/05/09 (or the next business day thereafter if 05/05/09 is a Saturday, Sunday, or Federal holiday). Any additional monthly payments and late charges that fall due by 05/05/09 must also be paid to bring your account current.

You must send certified funds (certified check, cashier's check, or money order) to:

CitiMortgage, Inc.
Susan L. Kinsey
P.O. Box 689196
Des Moines, IA 50368-9196
1-800-723-7906*

Should you have any questions regarding where to send your payment, please contact CitiMortgage at 1-800-723-7906*.

Failure to cure the default by 05/05/09 may result in the acceleration of all sums due under the Security Instrument. This means the entire unpaid balance will become due. Also, upon acceleration we may then take steps to terminate your ownership in the property by a foreclosure proceeding or other action to seize your home in accordance with the terms of the Security Instrument and applicable law. The Security Instrument entitles us to collect all expenses incurred in pursuing our remedies.

You have the right to reinstate your loan after acceleration in accordance with the terms of the Security Instrument. You have the right to bring a court action or to assert in any foreclosure proceeding, the non-existence of a default or any other defense you have to acceleration and the sale of the property.
32716

Page Two
02/04/09
[REDACTED]

In the event you disagree with the alleged default, the amount of the indebtedness or the amount required to cure your default, please contact Susan L. Kinsey or one of our Loan Counselors at 1-800-723-7906*.

The name and address of the mortgagee or the holder thereunder is CitiMortgage, Inc. P O Box 790005, St Louis, MO 63179-0005.

The name of the person that originated your loan is Not Applicable and their license number is Not Applicable.

Notwithstanding anything stated to the contrary in this notice, you have the right to reinstate your loan after acceleration in accordance with the terms of the Security Instrument. You have the right to bring a court action or to assert in any foreclosure proceeding, the non-existence of a default or any other defense you have to acceleration and the sale of the property.

Under IRS regulations, we may be required to report any foreclosure to the IRS. The foreclosure may result in income tax consequences. Consult the IRS or your tax advisor for further information.

You may be eligible for homeownership counseling from one of the Department of Housing and Urban Development ("HUD") approved homeownership counseling agencies. Additionally you may be eligible for financial assistance from the MA Division of Banks at 617-956-1501 or 800-495-BANK, the MA Housing Finance Agency at 617-854-1000, 413-733-0999 or 800-439-2370, the Veterans Administration at 800-827-1000 or HOPE Hotline at 888-995-HOPE. Please call us at 1-800-723-7906* for information regarding the HUD-approved counseling agency nearest you or to discuss the circumstances of the default with one of our loan counselors. When you call or write to us, please refer to your loan number: [REDACTED]

Sincerely,

Collection Manager
Collection Department

*Calls are randomly monitored and recorded to ensure quality service.

This is an attempt to collect a debt, and any information obtained
will be used for that purpose.

In the event you are subject to an Automatic Stay issued by a United
States Bankruptcy Court or the referenced debt has been discharged in
Bankruptcy, this communication is for informational purposes only and
does not constitute an attempt to collect a debt as your personal
obligation.

090204D0010848

CS 17-C

COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT

FILED
10 OCT 22 PM 1:39

MORTGAGEE'S AFFIDAVIT
Under Chapter 206 of the Acts of 2007
(as amended by Chapter 244 of the Acts of 2007)

10 MISC 441994



CitiMortgage, Inc.

Defendant(s)/Mortgagor(s): DAVID L PLACE

Account #: ~~771X50784~~

Property Address: 17 CORREIA LANE, NANTUCKET, MA 02554

1) The undersigned makes oath and says that it is (check one):

- ☐ () The Mortgagee of the Mortgage which is the subject of this proceeding; or
☒ (x) One who holds under the Mortgage; or
☐ () One who is authorized to act by and on behalf of either the Mortgagee or one holding under the Mortgage;

AND

2) The undersigned further makes oath and says that (check one):

☒ (x) The undersigned or a prior holder of the Mortgage has caused to be mailed the Notice(s) to Defendant(s)/Mortgagor(s) in compliance with Section 11 of Chapter 206 of the Acts of 2007, as amended;

OR

☐ () Notice has not been sent because no notice is required under Section 11(e) of Chapter 206 of the Acts of 2007.

Signed under the pains and penalties of perjury this 23rd day of September,
2010. Plaintiff(s)

By:

Name:

Stephanie Young
Stephanie Young

Title: Default Processor



Bk: 1249 Pg: 250 Page: 1 of 1
Doc: ASS 10/14/2010 10:32 AM

Harmon Law Office, P.C.
150 California St.
Newton, MA 02158

CS17-D

ASSIGNMENT OF MORTGAGE

Mortgage Electronic Registration Systems, Inc. holder of a mortgage, whose address is c/o CitiMortgage, Inc., 1000 Technology Dr., O'Fallon, MO 63368

From: DAVID L. PLACE

To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FLAGSTAR BANK, FSB

dated OCTOBER 8, 2003 recorded with the NANTUCKET County Registry of Deeds at BK 853 PG 250

assigns said mortgage and the note and claim secured thereby to CitiMortgage, Inc., whose address is 1000 Technology Dr., O'Fallon, MO 63368

without recourse

IN WITNESS WHEREOF, the said Mortgage Electronic Registration Systems, Inc. has caused its corporate seal to be hereto affixed and these presents to be signed, in its name and behalf by Kim Krakoviak this SEP 29 2010.

Mortgage Electronic Registration Systems, Inc.

By:

Kim Krakoviak
Kim Krakoviak, Assistant Secretary

State of Missouri, ss, St. Charles County

On this SEP 29 2010, before me, the undersigned notary public, personally appeared Kim Krakoviak, who proved to me through satisfactory evidence of identification, which was personally known, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

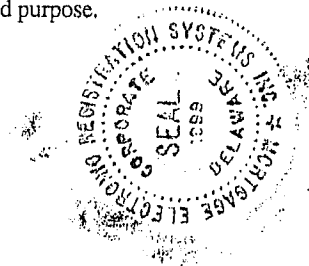
Gina Weinand

Notary Signature

(Affix Seal)

My commission expires: _____

GINA WEINAND
Notary Public-Notary Seal
State of Missouri, St Charles County
Commission # 07434724
My Commission Expires Dec 6, 2011



NANTUCKET COUNTY Received & Entered
Attest: Jennifer H. Carpenter Registrar of Deeds

Property Address: 17 CORREIA LANE, NANTUCKET, MA 02554

CASE STUDY

18

Case Study 18

Borrower: Ray, Michael and Teresa, 78 Skyline Drive, Nantucket, MA
Land Court Case 10-MISC-434048 filed July 13, 2010²¹

Attached Documents:

- A. Mortgage (first two pages) to MERS as “Mortgagee” dated March 18, 2008;
- B. Default/Right to Cure letter dated August 17, 2009;
- C. Undated Mortgagee’s Affidavit;
- D. Assignment of Mortgage dated May 26, 2010

Summary:

The August 17, 2009 c. 244, s. 35A default/right to cure letter filed with 10-MISC-434048 is from BAC Home Loans Servicing, LP (“BAC”).

The mortgagee on August 17, 2009 was MERS.

Accordingly, the c. 244, s. 35A letter is not from the “mortgagee” as required by c. 244, s. 35(g).

The c. 244, s. 35A letter also does not properly identify the name and address of the mortgagee (or one holding thereunder) as required by c. 244, s. 35A(h)(4). It does not identify a mortgagee at all.

The Assignment of Mortgage, dated May 26, 2010, purports to be from MERS to BAC.

The August 17, 2009 c. 244, s. 35A letter also fails to identify the loan originator or broker. This information is shown as “we were unable to ascertain this information” despite the fact that loan originator appears on the mortgage as “Capital One Home Loans, LLC”. See p. 2 of mortgage. Accordingly, the c. 244, s. 35A letter fails to properly identify the name of the loan originator as required by c. 244, s. 35A(h)(5).

The undated Mortgagee’s Affidavit was purportedly “[s]igned under the pains and penalties of perjury” by one “Julia Norton” as “Assistant Secretary” for “Plaintiff(s)”. The Plaintiff was BAC. The fact that it is undated makes the Mortgagee’s Affidavit defective.

Ms. Norton represented – under oath – that she was 1.) authorized to act “by and on behalf of either the Mortgagee or one holding under the Mortgage”, and that 2.) she, or a prior holder of the mortgage, had caused to be mailed to the borrower the required default/right to cure notice in compliance with c. 244, s. 35A. No evidence of Ms. Norton’s authority to execute documents as an officer of BAC was provided with the Mortgagee’s Affidavit.

Ms. Norton’s assertion that she was authorized to act “by and on behalf of either the Mortgagee or one holding under the Mortgage” was false. Since the Mortgagee’s Affidavit is undated it is

²¹ This case was dismissed pursuant to an Order of the Court dated March 15, 2011 (Cutler, J.) due to BAC’s failure to timely respond to an Order to Show Cause issued by the Court to BAC to provide evidence of its standing.

impossible to determine whether, at the time Ms. Norton signed the Mortgagee's Affidavit, she was signing on behalf of the mortgagee or one holding under the Mortgage. Ms. Norton's assertion that she "or a prior holder" caused a notice in compliance with c. 244, s. 35A to be sent to the borrower was false for the reasons stated herein.

Given the foregoing, Ms. Norton's sworn statement(s) on the Mortgagee's Affidavit was/were false and untrue when they were made, and, with the help and cooperation of the law firm that filed the pleadings with the Land Court (Harmon Law Offices, PC) represents/represented a fraud as against the borrower as well as a fraud on the Land Court.

Current Status:

As noted, 10-MISC-434048 was dismissed. No new action has been filed.

CS18-A

Recording Requested by & Return To:
 US Recordings, Inc.
 c/o IntelliHub Solutions and Services
 11751 Interchange Drive, Suite B
 Louisville, KY 40229

Prepared By:

Tony Williams
 12800 Foster Street
 Overland Park, KS 66213



Bk: 1133 Pg: 69 Page: 1 of 19
 Doc: MTG 04/04/2008 12:44 PM

44462611

[Space Above This Line For Recording Data]

MORTGAGE

MIN 1003932-2008048531-8

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 March 18, 2008, together with all Riders to this document.

(B) "Borrower" is Michael E. Ray and Teresa M. Ray, Husband And Wife, As Tenants By The Entirety

Borrower is the mortgagor 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 mortgagee 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.

2008048531

2008048531

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MASSACHUSETTS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS Form 3022 1/01

VPMU-5A(MA) (0401)

Page 1 of 15

MW 05/00

Initials:

ms jmk

VMP Mortgage Solutions (800)521-7291



(D) "Lender" is Capital One Home Loans, LLC

Lender is a operating subsidiary of a National Bank
organized and existing under the laws of the United States of America
Lender's address is 12800 Foster Street, Overland Park, KS 66213

(E) "Note" means the promissory note signed by Borrower and dated March 18, 2008
The Note states that Borrower owes Lender Three Hundred Twenty One Thousand and
no/100 Dollars

(U.S. \$ 321,000.00) 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, 2038

(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]:

<input type="checkbox"/> Adjustable Rate Rider	<input checked="" type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(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

2008048531

2008048531

0

VMP-6A(MA) (0401)

Page 2 of 15

Initials: *MB*

Form 3022 1/01

Stark

1: 586 9900 581: 483 1388 2711

our actions to protect the mortgagee's interest in the property (including, but not limited to, winterization, securing, and valuation services) may be taken. **The costs of the above-described inspections and property protection efforts will be charged to your account as provided in your security instrument.**

If you are unable to cure the default on or before November 15, 2009, BAC Home Loans Servicing, LP wants you to be aware of other options that may be available to you through BAC Home Loans Servicing, LP to prevent a foreclosure sale of your property. For example:

- **Repayment Plan:** It is possible that you may be eligible for some form of payment assistance through BAC Home Loans Servicing, LP. Our basic plan requires that BAC Home Loans Servicing, LP receive, up front, at least 1/4 of the amount necessary to bring the account current, and that the balance of the overdue amount be paid, along with the regular monthly payment, over a defined period of time. Other repayment plans also are available.
- **Loan Modification:** Or, it is possible that the regular monthly payments can be lowered through a modification of the loan by reducing the interest rate and then adding the delinquent payments to the current loan balance. This foreclosure alternative, however, is limited to certain loan types.
- **Sale of Your Property:** Or, if you are willing to sell your home in order to avoid foreclosure, it is possible that the sale of your home can be approved through BAC Home Loans Servicing, LP even if your home is worth less than what is owed on it.
- **Deed-in-Lieu:** Or, if your property is free from other liens or encumbrances, and if the default is due to a serious financial hardship which is beyond your control, you may be eligible to deed your property directly to the Noteholder and avoid the foreclosure sale.

If you are interested in discussing any of these foreclosure alternatives with BAC Home Loans Servicing, LP, you must contact us immediately. If you request assistance, BAC Home Loans Servicing, LP will need to evaluate whether that assistance will be extended to you. In the meantime, BAC Home Loans Servicing, LP will pursue all of its rights and remedies under the loan documents and as permitted by law, unless it agrees otherwise in writing. Failure to bring your loan current or to enter into a written agreement by November 15, 2009 as outlined above will result in the acceleration of your debt.

Also, applicable law requires the disclosure of the following information:

- The mortgage broker(s) associated with this loan are/were [we were unable to ascertain this information].
- The mortgage loan originator(s) associated with this loan are/were [we were unable to ascertain this information].
- You may be eligible for assistance from the Massachusetts Housing Finance Agency by calling 1-888-995-HOPE (www.masshousing.com), and the Massachusetts Division of Banks at 1-617-956-1501, ext. 501, or at 1-800-495-2265, ext. 501.
- You are hereby notified that a **NEGATIVE CREDIT REPORT** reflecting on the Borrower's credit record may be submitted to a credit reporting agency if the Borrower fails to fulfill the terms of the obligations under the loan.
- If you did not sign the note but hold a legal or beneficial interest in the encumbered property, this notice is provided to you as a courtesy to warn you that if the full amount due on the loan is not paid as set forth above, you may lose your interest in the encumbered property.

Time is of the essence. If you have any questions concerning this notice, or if you disagree with our calculation of the amount required to cure the default, please contact Loan Counseling Center immediately at 1-888-872-6514. Our office hours are between 8am to 9pm Eastern Time.

Sincerely,

Loan Counseling Center

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.

How we post your payments: All accepted payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest, (ii) escrow deficiencies, (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan. Please specify if you want an additional amount applied to future payments, rather than principal reduction.

Postdated checks: Postdated checks will be processed on the date received unless a loan customer agrees to honor the date written on the check as a condition of a repayment plan.

CS18-C

COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT

LAND COURT
FILED

10 JUL 13 PM 1:50

MORTGAGEE'S AFFIDAVIT
Under Chapter 206 of the Acts of 2007
(as amended by Chapter 224 of the Acts of 2007)

10 MISC 434048



BAC Home Loans Servicing, LP

Defendant(s)/Mortgagor(s): Michael E. Ray

Property Address: 78 Skyline Drive Unit #1

Nantucket, MA 02554

1) The undersigned makes oath and says that it is (check one):

- ☒ (x) The Mortgagee of the Mortgage which is the subject of this proceeding; or
☐ () One who holds under the Mortgagee; or
☐ () One who is authorized to act by and on behalf of either the Mortgagee or one holding under the Mortgagee;

AND

2) The undersigned further makes oath and says that (check one):

☒ (x) The undersigned or a prior holder of the Mortgage has caused to be mailed the Notice(s) to Defendant(s)/Mortgagor(s) in compliance with Section 11 of Chapter 206 of the Acts of 2007, as amended;

OR

☐ () Notice has not been sent because no notice is required under Section 11(e) of Chapter 206 of the Acts of 2007.

Signed under the pains and penalties of perjury this ____ day of _____, 2010.

By: BAC Home Loans Servicing, LP

Plaintiff(s)

Name: Julia Norton

Title: Julia Norton - Assistant Secretary

File Number: 617.4831

Return to:
Orlans Moran PLLC
P. O. Box 5041
Troy, MI 48007-5041



Bk: 1234 Pg: 298 Page: 1 of 1
Doc: ABS 08/17/2010 01:36 PM

CS18-D

ASSIGNMENT

Mortgage Electronic Registration Systems, Inc.

holder of a mortgage from

Michael E. Ray and Teresa M. Ray

to Mortgage Electronic Registration Systems, Inc.

dated March 18, 2008

recorded with Nantucket County Registry of Deeds in Book 1133, Page 69 assigns said mortgage secured thereby to BAC Home Loans Servicing, LP, 400 Countrywide Way, Simi Valley, CA 93065

☒ No Mortgage Broker is involved; ☒ No Mortgage Originator is involved;

____ Mortgage Broker:

Name:
Address:
License #:

____ Mortgage Originator:

Name:
Address:
License #:

IN WITNESS WHEREOF the said Mortgage Electronic Registration Systems, Inc. has caused these presents to be signed in its name and behalf by John Precobb, its Assistant Secretary and Vice President Pursuant to Corporate Resolution and its corporate seal to be hereunto affixed this 26th day of May, 2010.

Mortgage Electronic Registration Systems, Inc.

BY: _____
John Precobb, Assistant Secretary and Vice
President, Pursuant to Corporate Resolution

COMMONWEALTH OF MASSACHUSETTS

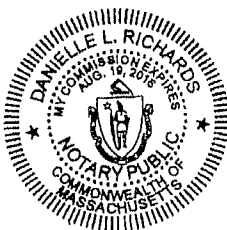
COUNTY OF SUFFOLK

On this 26th day of May, 2010, before me the undersigned notary public, personally appeared John Precobb, Assistant Secretary and Vice President Pursuant to Corporate Resolution of **Mortgage Electronic Registration Systems, Inc.** who I have personal knowledge of identity, to be the person whose name is signed on the proceeding or attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Danielle Richards
Danielle Richards, Notary Public

My Commission Expires: 08/19/2016

File No. 617.4831



RECEIVED
NANTUCKET COUNTY
Attest: Jennifer R. Ferreira, Registrar of Deeds

RE: 78 Skyline Drive Unit #1, Nantucket, MA 02554

CASE STUDY

19

Case Study 19

Borrower: Scharwenka, Mark, and Brooks, Ashley, 103B Orange Street, Nantucket, MA
Land Court Case 11-MISC-449010 filed June 2, 2011

Attached Documents:

- A. Mortgage (first two pages) to MERS as “Mortgagee” dated September 22, 2006;
- B. Default/Right to Cure letter dated November 23, 2010;
- C. Mortgagee’s Affidavit dated May 23, 2011;
- D. Assignment of Mortgage dated May 16, 2011

Summary:

The November 23, 2010 default/right to cure letter filed with 11-MISC-449010 is from American Home Mortgage Servicing, Inc. (“AHMSI”).

The mortgagee on November 23, 2010 was MERS.

Accordingly, the c. 244, s. 35A letter is not from the “mortgagee” as required by c. 244, s. 35(g).

The c. 244, s. 35A letter also does not properly identify the name and address of the mortgagee (or one holding thereunder) as required by c. 244, s. 35A(h)(4).

The Assignment of Mortgage, dated May 16, 2011, purports to be from MERS to “Deutsche Bank National Trust Company as Trustee for American Home Mortgage Assets Trust 2007-1, Mortgage-Backed Pass-Through Certificates Series 2007-1” (“the 2007-1 Trust”).

The Mortgagee’s Affidavit was purportedly “[s]igned under the pains and penalties of perjury” on May 23, 2011 by one “Tonya Hopkins” as “Assistant Secretary” for “Plaintiff(s): Deutsche Bank National Trust Company as Trustee for American Home Mortgage Assets Trust 2007-1, Mortgage-Backed Pass-Through Certificates Series 2007-1 by American Home Mortgage Servicing, Inc. as attorney in fact”.²²

Ms. Hopkins represented – under oath – that she was 1.) authorized to act “by and on behalf of either the Mortgagee or one holding under the Mortgage”, and that 2.) she, or a prior holder of the mortgage, had caused to be mailed to the borrower the required default/right to cure notice in compliance with c. 244, s. 35A. No evidence of Ms. Hopkins’ authority to execute documents as an officer of Deutsche Bank as Trustee of the 2007-1 Trust, nor as an officer of AHMSI, was provided with the Mortgagee’s Affidavit.

Ms. Hopkins’ assertion that she “or a prior holder” caused a notice in compliance with c. 244, s. 35A to be sent to the borrower was false for the reasons stated herein.

²² Ms. Hopkins also executed the Mortgagee’s Affidavit in Study 8 above.

Given the foregoing, Ms. Hopkins' sworn statement(s) on the Mortgagee's Affidavit was/were false and untrue when they were made, and, with the help and cooperation of the law firm that filed the pleadings with the Land Court (Ablitt/Scofield, PC) represents/represented a fraud as against the borrower as well as a fraud on the Land Court.

Current Status:

An answer has been filed in 11-MISC-449010. A status conference has been held. No further matters have yet been scheduled.

CS19-A

Return To:
 American Home Mortgage
 520 Broadhollow Road
 Melville, NY 11747



2006 00003812

Bk: 1052 Pg: 126 Page: 1 of 19
 Doc: MTG 11/28/2006 01:57 PM

Prepared By:
 Peter Martin
 1601 Trapelo Road
 Suite 190
 Waltham, MA
 02451

[Space Above This Line For Recording Data]

MORTGAGE

MIN 100024200014631671

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 **November 22, 2006**, together with all Riders to this document.

(B) "Borrower" is **Mark Scharwenka, Ashley Brooks**

Borrower is the mortgagor 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 mortgagee 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.

DOC #: 323281

APPL #: 0001463167

MASSACHUSETTS -Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3022 1/01

VMP -6A(MA) (0401)

Page 1 of 15

VMP Mortgage Solutions (800)521-7291

Initials:

Initial



(D) "Lender" is American Home Mortgage

Lender is a Corporation
organized and existing under the laws of State of New York
Lender's address is 538 Broadhollow Rd, Melville, NY 11747

(E) "Note" means the promissory note signed by Borrower and dated November 22, 2006
The Note states that Borrower owes Lender Seven Hundred Fifty Thousand and No/100
Dollars

(U.S. \$750,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than December 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]:

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input checked="" type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input checked="" type="checkbox"/> Other(s) [specify]

Prepayment Rider

(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

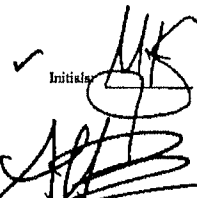

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VMP-6A(MA) (0401)

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Form 3022 1/01

Initials 
Initial 



11/23/2010

CS19-B



Mark Scharwenka and Ashley Brooks
103b Orange St
Nantucket, MA 02554

Re: Loan No: [REDACTED]
Property Address: 103 B Orange St
Nantucket, MA 02554

*This is an important notice concerning your right to live in your home. Have it translated at once.
Este es un aviso importante sobre su derecho a vivir en su casa. Debe ser traducido inmediatamente.*

Dear Mark Scharwenka and Ashley Brooks:

You are hereby provided formal notice by American Home Mortgage Servicing, Inc., the Servicer of the above-referenced loan, on behalf of Deutsche Bank National Trust Company, as Trustee for American Home Mortgage Assets Trust 2007-1, Mortgage-Backed Pass-Through Certificates Series 2007-1, the Creditor to whom the debt is owed, that you are in default under the terms and conditions of the Note and Security Instrument (i.e. Deed of Trust, Mortgage, etc.), for failure to pay the required installments when due.

This letter serves as further notice that American Home Mortgage Servicing, Inc. intends to enforce the provisions of the Note and Security Instrument. You must pay the full amount of the default on this loan by the One Hundred and Fiftieth (150th) day from the date of this letter which is 04/22/2011 (or if said date falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). If you do not pay the full amount of the default by this date, American Home Mortgage Servicing, Inc. shall accelerate the entire sum of both principal and interest due and payable, and may take steps to terminate your ownership in the property by a foreclosure proceeding or other action to seize the home. If you received a bankruptcy discharge, which included this debt, this notice is not intended and does not constitute an attempt to collect a debt against you personally; notice provisions may be contained within your mortgage/deed of trust which notice may be required prior to foreclosure.

American Home Mortgage Servicing, Inc. is acting as the Mortgage Servicer for Deutsche Bank National Trust Company, as Trustee for American Home Mortgage Assets Trust 2007-1, Mortgage-Backed Pass-Through Certificates Series 2007-1, whose address is 1525 S. Beltline RD Coppell, TX 75019, who is the Mortgagee of the Note and Deed of Trust associated with your real estate loan. The originator of the loan is AMERICAN HOME MORTGAGE.

You are hereby informed that you have the right to "cure" or reinstate the loan after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense you may have to acceleration and sale.

The loan is in default because regular monthly mortgage payments have not been maintained according to the terms of the Note and Security Instrument. The total amount owed as of 11/23/2010 is \$ [REDACTED] which is comprised of:

Monthly Payment of Principal, Interest and Escrow
Late Charges (if applicable)
NSF and Advances (if applicable)
Less Credit Balance (Suspense)
Total Due as of [REDACTED]

\$ [REDACTED]
\$ [REDACTED]
\$ [REDACTED]
\$ [REDACTED]
\$ [REDACTED]

**IMPORTANT INFORMATION CONCERNING YOUR RIGHTS IS
CONTAINED ON PAGE TWO**

Because of interest, late charges, or credits that may vary from day to day, or be assessed during the processing of this letter, the amount due on the day that you pay may be greater. Please contact Martina Gonzales with American Home Mortgage Servicing, Inc. at 1-800-505-3706 x 42523 on the day that you intend to pay for the full amount owed on your account. This letter is in no way intended as a payoff statement for your mortgage, it merely states an amount necessary to cure the current delinquency.

Please note, however, that your right to cure this default as referenced herein does not suspend your payment obligations. Pursuant to the terms of the Note, your 12/01/2010 installment is still due on 12/01/2010 (or if said date(s) falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter). In addition, any subsequent advances made by the Servicer to protect their lien position must be added to the total amount necessary to cure the default. Please disregard this notice if a payment sufficient to cure the default has already been sent.

American Home Mortgage Servicing, Inc. is attempting to collect a debt, and any information obtained will be used for that purpose.

Unless you notify us within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, we will assume this debt is valid. If you notify us in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, we will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. Upon your written request within thirty days after the receipt of this notice, we will provide you with the name and address of the original creditor, if the original creditor is different from the current creditor.

A "CURE" or "Reinstatement Right" similar to that described in the prior paragraph may be available in many states. If, at any time, you make a written request to us not to contact you, we will not do so, except to send statutorily and/or contractually required legal notice. If, at any time, you make a written request not to be contacted by phone at your place of employment, we will not do so.

Please be advised that you may sell the property prior to the foreclosure sale and use the proceeds to pay off the mortgage. Additionally, you may redeem the property by paying the total amount due, prior to the foreclosure sale. Furthermore, you may be evicted from the home after a foreclosure sale. Finally, you may have the following additional rights, depending on the terms of the residential mortgage: (i) to refinance the obligation by obtaining a loan which would fully repay the residential mortgage debtor; and (ii) to voluntarily grant a deed to the residential mortgage lender in lieu of foreclosure.

NOTICE OF IMPORTANT RIGHTS: YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE CREDITOR.

American Home Mortgage Servicing, Inc. would like you to be aware that if you are unable to make payments or resume payments within a reasonable period of time due to a reduction in your income resulting from a loss or reduction in your employment, you may be eligible for Homeownership Counseling. Please contact the HUD toll free number 1-800-569-4287 to obtain a list of HUD approved nonprofit organizations servicing your residential area. You may be eligible for assistance from the Homeownership Preservation Foundation or other foreclosure counseling agency; please contact the Homeownership Preservation Foundation at 1-888-995-HOPE to request this assistance.

You are notified that this default and any other legal action that may occur as a result thereof may be reported to one or more local and national credit reporting agencies. American Home Mortgage Servicing, Inc. requests that all payments be made in Certified Funds (Cashiers check, money order or quick collect). Overnight: 1525 S. Beltline Rd. Coppell, Tx 75019. Western Union: Code City-AHMSI Code State - TX. You may contact Martina Gonzales with American Home Mortgage Servicing, Inc. (1525 S. Beltline Rd. Coppell, TX 75019) at 1-800-505-3706 x 42523 or www.ahmsi3.com if you disagree with the assertion that a default has occurred or the correctness of the calculation of the amount required to cure the default.

The matters discussed herein are of extreme importance. We trust you will give them appropriate attention.

Very truly yours,
American Home Mortgage Servicing, Inc.

C519-C

COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT
MORTGAGEE'S AFFIDAVIT



Under Massachusetts General Laws, Chapter 244, Section 35 A, as amended by St. 2010, Chapter 258, Section 7.

Case No. _____

Defendant(s)/Mortgagor(s): Ashley Brooks and Mark Scharwenka

Property Address: 103B Orange Street
Nantucket, MA 02554

- 1) The undersigned make oath and says that it is (check one):
- ☐ The Mortgagee of the Mortgage which is the subject of this proceeding; or
 - ☐ One who holds under the Mortgage; or
 - ☒ One who is authorized to act by and on behalf of either the Mortgagee or one holding under the Mortgage;

AND

- 2) The undersigned makes oath and says that (check one):
- ☒ The undersigned or a prior holder of the Mortgage has caused to be mailed the Notice(s)* to Defendant(s)/Mortgagor(s) in compliance with Massachusetts General Laws, Chapter 244, Section 35A, as amended

OR

☐ No notice has been sent because no notice is required under Massachusetts General Laws, Chapter 244, Section 35A, as amended.

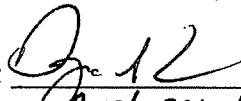
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166465

Signed under the pains and penalties of perjury this 23 day of May 2011.

Plaintiff(s) Deutsche Bank National Trust
Company, as Trustee for
American Home Mortgage
Assets Trust 2007-1, Mortgage-
Backed Pass-Through
Certificates Series 2007-1

By: American Home Mortgage
Servicing Inc. as Attorney-in-fact

Name:  Tonya Hopkins
Title: Asst. Secretary

***COPY OF CHAPTER 244, SECTION 35A NOTICE ATTACHED**

C96.1540

166465

CS19-D

RETURN To:

DOCUMENT RESEARCH, LLC
11 CHESTNUT ST
ANDOVER, MA 01810



Bk: 1281 Pg: 317 Page: 1 of 2
Doc: ASS 06/03/2011 12:01 PM

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that Mortgage Electronic Registration Systems, Inc., which is organized and existing under the laws of United States of America

FOR GOOD AND VALUABLE CONSIDERATION RECIEVED, hereby grants, assigns and transfers to:

Deutsche Bank National Trust Company, as Trustee for American Home Mortgage Assets Trust 2007-1, Mortgage-Backed Pass-Through Certificates Series 2007-1, in care of American Home Mortgage Servicing, Inc., located at 1525 S. Belt Line Road, Coppell, TX 75019.

All the right, title, interest in the following Mortgage:

Mortgage Date: 11/22/2006

Original Mortgagee: Mortgage Electronic Registration Systems, Inc. as nominee for American Home Mortgage

Original Mortgagors: Ashley Brooks and Mark Scharwenka

Recorded: with Nantucket County Registry of Deeds at Book: 1052, Page: 126

Property Address: 103B Orange Street, Nantucket, MA 02554

IN WITNESS WHEREOF, Mortgage Electronic Registration Systems, Inc. has caused these presents to be signed by its duly authorized officer and its corporate seal to be hereunto affixed, this 16th day of May, 2011.

IN THE PRESENCE OF:

Mortgage Electronic Registration Systems, Inc.

Mary Brown
Witness: Tiffany Brown

Elizabeth Boulton
Name: Elizabeth Boulton
Title: Assistant Secretary

STATE OF Florida
COUNTY OF Duval

On MAY 16 2011 before me, Brenda L. Frazier personally appeared Elizabeth Boulton 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 signature(s) in the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument, as its free act and deed and for its intended purpose.

Witness my hand and official seal.

Brenda L. Frazier
NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC-STATE OF FLORIDA
Brenda L. Frazier
Commission #DD885641
Expires: APR. 30, 2013
BONDED THRU ATLANTIC BONDING CO., INC.
NOTARY PUBLIC SEAL

Attest: Jennifer H. Ferreira, Registrar of Deeds
NANTUCKET COUNTY Received & Entered