

DEAR gmac

WHILE THIS IS WRITTEN IN PART FOR PURPOSES OF SETTLEMENT AND COMPROMISE IT IS ALREADY A DEMAND LETTER WHICH CAN AND WILL BE USED AS NECESSARY

YOU HAVE PREVIOUSLY BEEN PRESENTED WITH PROPER NOTICES OF DECEPTIVE LENDING PRACTICES

SECURITY VIOLATION: THE SUBJECT MORTGAGE WAS A PART OF A PURCHASE TRANSACTION. UNDER THE SECURITIES ACT OF 1933 AND OTHER APPLICABLE FEDERAL AND STATE SECURITIES LAWS. THE SALE OF THIS SECURITY WAS IMPROPER AND LACKING IN DISCLOSURE AS TO THE TRUE NATURE OF THE TRANSACTION AND THE POSITION OF THE PARTIES, INCLUDING TO THE FACT THAT THIS LENDER WAS IN ACTUALITY ACTING AS A CONDUIT REMOVING THE ESSENTIAL ASPECT OF RISK-SHARING IN THE NORMAL LENDER-BORROWER RELATIONSHIP. CONVERTING THIS LOAN INTO UNREGISTERED SECURITIES AND ILLEGALLY SOLD THE RIGHTS TO THOSE UNREGISTERED SECURITIES (WITH OUT MY PERMISSION) WHICH BY THE WAY IS ILLEGAL PURSUANT TO THE SECURITIES ACT 1933 ADDITIONALLY THE SELLING OF MY CONVERTED UNREGISTERED SECURITIES PROVIDES ME WITH AN *AUTOMATIC RIGHT TO RESCIND* THIS MORTGAGE INSTRUMENT. ADMINISTRATIVE PROCEDURES ACT OF 1946 I AM LEGALLY AUTHORIZED TO RECONVEY THE PROPERTY BACK IN MY NAME REVOKING ANY AUTHORITY OF ANY LENDER. This sale is to the underwriter, not the "trust"(svp) giving me the right to challenge the assertion that the "trustee" is a "trustee", that the "trust" is a trust and that there is anything in the trust. The practice here was the selling forward of the mortgage backed securities which means they were selling something they did not have! Mbs was sold to a trust that was never timely assigned causing the remic to fail, title fraud.

WE HEREWITH DEMAND THE NAMES AND CONDUCT INFORMATION ALONG WITH A DESCRIPTION OF THE SECURITY SOLD , THE ASSIGNMENT MADE , SELLER OF SECURITIES AND INVESTORS WHO PURCHASED THE SECURITIES & THE POOL INS POLICY and depositing the accountant of the entity that claims this asset on their balance sheet.

THERE ARE ALSO IRS CODE VIOLATIONS COMMITTED IN THE PROCESS... REAL ESTATE MORTGAGE INVESTMENT CONDUITS FAILURE (REMIC'S) failed in the timing of the mortgage assignments. What entity, if any? has this loan on the balance sheet? Who could make any claim on that asset to be a creditor! The investor bought a bond that is payable by an entity that issued the bond, that entity is not me & therefore it could be argued that I who was not party to that transaction & does not have any obligation to the entity! The servicer (you) cannot claim to hold legal & equitable interest in the mortgage held in the name of the name of an investment trust that also provides the (remic) pass through tax benefits to its investors. You can not administer a foreclosure!

MORTGAGES CANNOT BE TRANSFERRED IN AND OUT OF THE TRUST ONCE THE CLOSING DATE OCCURRED. POOLING & SERVICING AGREEMENT (PSA'S) STATE THAT ANY TRANSFER AFTER THE CLOSING DATE OF THE TRUST (90DAYS) IS INVALID ...SYSTEMATICALLY ABANDONING UNDERWRITING GUIDLINES...THE ASSIGNMENT OF MORTGAGE HAS FAILED TO MAKE IT TIMELY TO THE TRUST. PROFOUND & PERVASIVE MISCONDUCT IN MORTGAGE BEHAVIOR.

THE POOL INSURANCE POLICY(IF I DEFAULT) WILL NOT INSURE AGAINST FRAUD OR NEGLIGENCE IN THE ORIGATION OR SERVICING OF THE LOAN. FAILURE TO FORMALLY TRANSFER OWNERSHIP OF MORTGAGES TO THE TRUST THAT INVESTED IN THEM MAKING IT A FRAUDULENT ASSIGNMENT.

1)participation in rico= enterprise through a pattern of racketeering activity.wherin lender acted in cocert investment bankers to artificially create the appearance of higher market values for property& the false appearance that did not exist for free\$\$ pumped into a finn system/real estate marketing with fraud sales tactics objective to was to get my signature & disregard for the barrower&invester or consequences if we do not settle this case we demand damages of 3xprincepal note+attorney fees

2)conspiracy to commit fraud and conversion=lender illegally converting the promisyary note into a security instrument

3)fraudulent misrepresentation= to as to standing to foreclose, lender knew they had no rights to foreclose on the property and yet persisted in perpetrating fraud upon the courts!

4) common law fraud=in the inducement and fraud in the execution of the closing documents including but not limited to the settlement statement, mortgage note in the event we do not settle this case demand is herewith made for full satisfaction of the mortgage and note plus three times the value of the note in damages , plus punitive and exemplary damages plus attorney fees of 10%of value of claim x3

5) Respa=you have failed to properly respond to the claims under the act are currently in violation.hence, for the record, in the unlikely event we do not settle this, demand is herewith made for full satisfaction of the mortgage and note plus three times the value of the note in damages+attorney fees of 10% of the claim which the princepal of the note+3x the princepal of the note.

6) tila=claims have been summarized in prior correspondence. Because the transaction is not pure first mortgage residendential transaction, the tila exception for rescission does not apply &wetherefore demand rescission in adition to the above-stated claims hence,just for the record,in the unlikely event we do not settle this case demand is herewith made for full

satisfaction of the mortgage and note+3x the value of the note in damages ,+punitive. exemplary damages plus attorney fees of 10% of the principal x3=value of claim

Under federal law: you are a provider of financial services and products to a borrower to whom you, your agents intentionally deceived at the closing of the loan, conspired to misrepresent the proper appraised value of property, and now have ignored your basic responsibilities of presenting a response to the notices and correspondence already on file with you and regulatory agencies, who have been informed of your illegal and improper conduct.

your conduct, if you proceed, constitutes criminal theft and civil theft of real property subject to the note, mortgage and proceedings you have posted accordingly your position in the absence of any authority to do so is illegal and invalid. Borrower/homeowner demand is herewith made that all efforts at short-sale, foreclosure, and collections be stopped immediately,

any further attempts at collection will result in further action taken for all remedies available in law and equity in both administrative proceedings, and judicial forums possessing competent jurisdiction, which will seek damages to unfair trade practices, treble damages under applicable law rico and ftc consequential damages and refunds, attorney fees, court cost, and all other remedies in law or equity.

Fwd to department of treasury

Fwd to office of currency commission

Fwd to federal trade commission

Fwd to federal deposit insurance commission(to do a foia request)

Fwd to office of federal housing enterprise oversight

Fwd to securities exchange commission(office of whistle blower)

Fwd to office of thrift supervision

Fwd to federal reserve Fwd to irs (office of whistle blower) for widely held fixed investment trust tax reporting violations=whfit's committed to avoid paying double tax! (special pass through vehicle) spv violation!

in default & proceeds of credit default swaps & cross collateralization the lender owns the trustees & servicing company & other "foreclosure modification" companies ...lender got all the \$\$\$ coming in plus steal my home & all my payments. The totality of the transaction violates numerous state & federal laws including usury, tila, deceptive business practices & administrative standards for the practice of professions, confirm the retraction of the attempt to collect a debt which is incorrectly stated, improperly computed improperly obtained & fraudulently produced & transmitted please confirm the filing & recording of the satisfaction of mortgage. The remic require the servicer keeps track of all accounting between the maker & the servicer, additionally the servicer is also responsible for keeping track of the accounting to the master servicer or trustee (known as two sets of books) the servicers are required to keep a 3rd set of books-the pooling & servicing agreement states "the servicer will keep track of advances on a loan -by-loan basis in a separate accounting...3 sets of book's! this works out rather conveniently for the servicers because they can produce an accurate accounting based on whoever is asking I will challenge & object all presented evidence! There is questionable behavior on the part of multiple parties in connection with every phase of the loan transaction & subsequent sale to investors of pools of assets are part of a scheme to issue unregulated securities under false pretenses however dismissive you appear of my claims, the sec filings of parties involved in this transaction are readily available online. I am not guessing at the facts just confirming your role in this mortgage lending Ponzi scheme. Any I.R.S. remic violation make the vehical subject to a penalty of 100% showing tax fraud ,tax evasion, securities fraud & fraud upon the courts. I demand full cooperation! Failure to do so will result in litigation. I intend to cloud title with a preliminary injunction & quiet title action of adverse possession I require an original note under ucc 3-309 & a copy in the court of law is fraud under ucc 3-307, followed by a temporary restraining order! you the servicer acquired the obligation to meet S.E C regulation AB item 1122 servicing criteria & USAP minimum servicing standards plus additional penalties apply for you. This is a defective instrument, it was never conveyed in the first place. Servicer may have fiduciary responsibility not custodial responsibility question is not whether I made payment, it is whether a payment is due after allocation of third party insurance, credit default swap & guarantee payments!

\$285k original loan amount x3 trebled damages=\$855,000.00k +10% for attorney fees=\$85 5k+remic violation penalty to i.r.s 100%=\$285k & back fees due to mortgage registration \$40K totaling \$855,000.00(shareholders payout) on a house that is worth maybe \$68k...plus additional penalties for lending institutions apply! along with suspension & revocation of license to conduct lending. pattern of misconduct & negligence represent significant & pervasive compliance failures & unsafe unsound practices in this institution

This predatory loan also has tila, respa, hmda, ecoa, udap, hoepa violations. Ins fraud, security fraud and massive tax fraud!

This is the last opportunity to resolve this matter! no phone calls, MAIL ONLY.

Take into account I paid you in down payment, closing cost, maintenance/upgrades & payments, out of pocket totaling=over \$285k so far....balance \$285k to be outright forgiven, a cancelation of debt to make amends in lieu of irreversible litigation

the servicer has significant liability due to a lost note & broken claims of title fraudulently securitized, creating counterfeit derivatives, I hereby demand

-the trustee of pooled assets created by mortgage aggregator & the investment empowering the trustee to do anything

-any agreements between aggregator & investment banker spv, cdo or seller or trustee attached as exhibits to any sec filings

-any transaction in which the investment banker, spv, trustee or other party received a loan grant or investment from federal reserve, us treasury.

-custodian of note & mortgage

-agreements regarding the assignment & transactional recording of assignments of notes mortgage obligations or security interest

-buy-back's of securities issued

-any SIV (structured investment vehicle) utilized & its location.

-buy-back's of any pooled loans

-substitutions of performing loans for non-performing loans

-the pooling agreement through date & geography parameters

-the distribution reports from "the trustee" to the investor

-the certificate of asset backed security

-mortgages & notes allegedly assigned into the spv & the instrument utilized to do it.

-rating agency on securities sold

-selling company that sold the securities (was not the spv!)

-the investment banker that orchestrated this deal

-the trustee for holder of investment relevant securities & instrument

-the cdo manager for the investment banker!

-the mortgage aggregator & any agreements attached as exhibits to sec filings

You the servicer has already received full satisfied payment when bank securitized loan & got paid in full by investors for mortgages funded by investors \$!, you kept tarp \$, and insurance money once this loan is

the investment trust ostensibly that owns the mortgage obligation is a remic, the trustee, the (qspe) qualified special pass-through entity & the other parties servicing the trust, have no legal or equitable interest in the securitized mortgage so any servicer who alleges that they have the right or that they have been assigned the right to claim that they are the agent for the holder of the note for purposes of standing to bring an action to foreclosure are stating a legal impossibility you have no authority to administer a foreclosure! In order for the entity to be able to qualify for the single taxable event as a spv (special pass through vehicle) all interest in the mortgage is supposed to be transferred forward to the certificate holders. the servicer (you) that states you have a right to foreclose on a securitized note is not being truthful amongst the courts.

The master servicing agreement shows that the entity is a remic, makes the note unenforceable because the investor receiving the pre-tax income from the entity hold the legal & equitable interest in the mortgages held..but do not have ability to foreclose! Securitization makes the mortgage & note unalienable securitization forever changes the nature of this irreversible instrument. to benefit on taxes all legal & equitable interest in the mortgages held in the name of the trust are vested to investors, nobody else at anytime! Certificate holders cannot sell the mortgages only trade them publicly by attempting to defraud me, courts, certificate holders (investors) you have violated the pass through-tax status & revoked your remic guidelines & is now subject to 100% tax penalty according to section 860 IRS code. an (spv) cannot sell an individual mortgage because this mortgage is not held alone.

No certificate holder (investor) in no sense have no legal interest in any individual note. for the certificate holder (investor) there is no note! The purchasers of these certificates (the investors) are purchasers of a contract, a right to payments from the trust. The instrument is filed with the securities & exchange commission (the master servicing agreement)

The servicer (you) made a payment to the entity that owns the debt obligation the payment was intended to cover sums that are alleged to be in default, therefore the party who allegedly owns the purported debt obligation has by virtue of that payment not been damaged in any way therefore if any sums have thusly been paid how is it being truthfully stated that a default has occurred. By maliciously using the courts to fraud me out of hundreds of thousands (after you got paid on the market) trying to foreclose is evidence you have admitted to the I.R.S violation code section 860 and now owe 100% value of the loan in penalties. anytime a seller of securities lies to investors about the value of the investment its securities fraud! Like telling the the certificate holders (investors) that the trust owns the note when it does not if you can fraud close freely & give the \$\$ to the investors that takes the securitization-fail securities fraud risk off the table the fraud closure minimizes the securities fraud liability if you manufacture evidence (robosigning, fraudulent doc's, or presenting the courts with loan originations as last assignments) is an obstruction of justice, the servicers willingly acquired the obligation to meet s.e.c regulation ab item 1122 servicing criteria & u.s.a.p. minimum servicing standards.

The remic could not engage in any prohibited action. The "trustee" can not own the assets of the remic. A remic trustee could never claim it owned a mortgage loan. Hence, it can never be the owner of a mortgage loan! additionally, in order to keep its tax status and to fund the "trust" and legally collect money from the custodian of the remic, had to have possession of ALL the original blue ink promissory notes and the original allonges and assignments of the notes, showing a complete paper chain of title. The "trustee"/custodian MUST have the mortgages recorded in the investors name as beneficiaries of a mbs in the year of the mbs "closed" mortgage in the mbs should have been publicly recorded in the county (property location) with a mortgage that year in the name of remic trust on behalf of the beneficiaries of that remic trust for that year. the mortgages would all had to be publicly recorded in that year "trust" were never set up or registered as trust. the promissory notes were never obtained and the mortgages were never obtained or recorded the "trust" engaged in a plethora of "prohibited activities" and sold the investors certificates and bonds with phantom mortgages backed assets...even if the attorney for the servicer who is foreclosing on behalf of the trustee (who in turn acting for the securitized trust) produces an alleged original, the mortgage loan was not conveyed into the trust under the requirements of the prospectus for the trust or the remic requirements of the I.R.S the mbs asset was not legally transferred to the trust to allow the trust to ever even be considered a holder of a mortgage loan. NIETHER THE "TRUST" or THE SERVICER WOULD EVER BE ENTITLED TO BRING A FPOECLOSURE OR DECLARATORY ACTION! THE TRUST WILL NEVER HAVE STANDING OR BE A REAL PARTY IN INTEREST they will never be the proper party to appear before court! THE TRANSFER OF MORTGAGE LOANS INTO THE TRUST AFTER THE "CUT OFF DATE" DESTROYS THE TRUST'S REMIC TAX EXEMPT STATUS AND THESE "TRUST" (& financial entities who created them) owe money to the I.R.S and new jersey as income would be taxed at 100%. When the mbs trust is audited by I.R.S and violated any of the remic requirements, it would lose its remic status & all back taxes would be due and owing to the I.R.S as well as the state of new jersey & county. The mbs possessed nothing on the date the remic closed and perpetrated a fraud on the American tax payer through its fraudulent qualification as a remic with the S.E.C the note and the assignment would never be located because they never existed. The mbs trust has been operating illegally as a tax exempt remic! The federal government is owed money in income tax from these entities. The state of new jersey has causes of action on behalf of their citizens for collecting unpaid state tax. The loss of tax exemption is not only immediate, it's irrevocable! The notes were not conveyed and NOW CAN'T BE UNDER THE LAW! This alleges racketeering...without standing you can't foreclose and the originator was paid thus they can't either. Servicer misrepresented, both in communications with new jersey tax payer's and in documents they recorded and filed, that they had authority to foreclose upon my home as servicer for the trusts that held these mortgages. Servicer knew that they had never properly transferred this mortgage to those trust, failing to deliver properly endorsed or assigned mortgage note as required by the relevant legal contracts and state law. Because the trust never became holders of these mortgages, servicer lacked authority to collect or foreclose on their behalf and never should have represented they could! This is corrupt securitization enterprise.