

**Renee S. Ramos  
aka Renee S. Yamagishi  
2703 Mathews Street  
Berkeley, CA 94702**

March 12, 2017

NATIONSTAR MORTGAGE LLC  
Research and Response Department  
Attn: Dedicated Loan Specialist Shayna Hines and Supervising Manager  
8950 Cypress Waters Blvd.  
Coppell, TX 75019

Re: Error Resolution Notice under 12 C.F.R. §1024.35, Real Estate Settlement Procedures Act (RESPA) as amended.

Mortgage Loan Number: 0613886837

To Nationstar Mortgage LLC and all related parties:

I am writing to request correction of the errors described below with regards to the servicing and account statements by your company on my property at 2703 Mathews Street, Berkeley, CA 94702.

**Notice of Error and Request for Information**

**Debt-Validation:** Your company has failed to clarify several errors which are contradictions in writing for a true and correct name and address of the current "owner of the loan" for which you state you are contracted as a mortgage-servicer and debt-collector. The contradictory discrepancies are substantive and violations of material facts necessary to effectuate proper conduct of any non-judicial foreclosure proceeding against me and my property.

I am in receipt of your letter of February 17, 2017 which was a response to my complaint against your company made to the Consumer Financial Protection Bureau (CFPB, Case No. CN-02-17-04796); your letter states that "the current owner of the loan" is "**Wilmington Trust Company / Wilmington Trust, National Association,**" with an address of 1100 North Market St., Wilmington, DE 19890. [Exhibit A - your CFPB response letter].

- BUT THIS ABOVE-NAMED CREDITOR in your letter is NOT the same one named in recent and concurrent litigation in the U.S. Bankruptcy court in pleadings and claims brought by Nationstar. Please review your records and provide correction and a meaningful reply.

- Prior to this, and filed into my active Chapter 13 bankruptcy case [in re: YAMAGISHI, RENEE S., No. 15-40194 RLE, U.S. Bankr. N.D. Calif, 2015], a Proof of Claim form filed by a law firm hired by Nationstar, filed on May 14, 2015 listed the "creditor" on that court-filing as **"Wilmington Trust, National Association, Successor Trustee to Citibank, N.A., as Trustee for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-HE5."** The address your list for the creditor is the address of the law firm who filed the Proof of Claim form or alternately Nationstar's address, but does not disclose the working address for the creditor company or entity. [Exhibit B – Nationstar's official "Proof of Claim" filed into U.S. Bankruptcy Court]
- The May 14, 2015 Proof of Claim (POC) exhibited Nationstar's exhibits attached thereto and include two Assignments of Deed of Trust as required by Federal Rules of Bankruptcy Procedure, to document evidence and accuracy of the statements of claim on the face of the form. Your company exhibited Assignments which are filed in and still active in the County of Alameda Clerk Recorder's office under my name (Renee Shizue Ramos) referencing my home and property named herein: both 2009 and 2013 Assignments of Deed of Trust.
- The public record and your exhibited Assignment attempts to document that in 2009 the subsequent beneficiary / creditor entity by way of the transaction transferred from the original lender Aegis Lending Corporation" via "MERS" in 2009 to "Citibank, N.A., as Trustee for the MLMI Trust Series 2006-HE5." [Exhibit C-1: 2009 Assignment active in public records, filed by Nationstar into court, C-2 is true certified copy active in County of Alameda Clerk Recorder Office]
- The second supporting document you exhibited with your Proof of Claim filed is a 2013 Assignment, in which you (and your attorney) **SKIPS OVER AND IGNORES COMPLETELY a 2012 and immediately-consecutive Assignment** [Exhibit C-3: 2012 Assignment of Citibank N.A. assigning to itself (?), and follows the 2009 Assignment. Instead you filed the third and most recent active Assignment of Deed of Trust from 2013 with your POC form [Exhibit C-4].
- Additionally, this 2013 Assignment of Deed of Trust you filed in support of and as an exhibit to your POC is especially troubling for several additional reasons:
  - Your POC exhibits these two Assignments but constitute an unexplained break in the chain of title where the prior "Citibank N.A. as Trustee..." entity has simply disappeared from the chain of ownership as per the 2009 Assignment submission, and instead this 2013 Assignment lists as Assignor "Bank of America, N.A." with NO proof or Assignment how Bank of America, N.A. ever became the Beneficiary such that it could assign interest to any other entity; assigning to a new Beneficiary listed on the Assignment as **your company "Nationstar Mortgage LLC!"** Which makes your company the Beneficiary and not merely the servicer or debt-collector agent of one.

- In this Assignment the purported assignee, Nationstar Mortgage LLC, is listed with your address of "350 Highland Drive, Lewisville, TX 75067," which would obviously mean that the creditor could NOT BE the Wilmington Trust entity at all, and therefore the currently active Substitution of Trustee, a Notice of Default and two Notices of Trustee Sale filed by Nationstar and its agent (Aztec Foreclosure Corporation) could not be valid or accurate!
- ***It is very puzzling that this exhibit contradicts the face of the claim it purports to validate: please explain and correct this glaring error.*** The discrepancy remains uncorrected and this letter is a formal request seeking correction and final clarification.

Please clarify, explain and correct this apparent substantive material discrepancy in your court-filed and signed claim forms, being specifically a Proof of Claim B10 Official form filed against an "individual Chapter 13 debtor's principle residence," making your POC filing subject to the stricter FRBP rules effective December 2011, in which the CREDITOR itself OR the CREDITOR's attorney (with a required Power of Attorney form) must sign the POC under penalty of perjury, and provide all proofs to the claim such as Assignments and transfers of interest. To date, the court has not heard any clarification to this discrepancy and this letter is your demand to correct the error directly in writing to myself, who is Debtor Pro se (and Plaintiff Pro Per) on this matter.

If Nationstar is NOT claiming to be the current beneficiary and owner of a loan debt against me and my property, and instead insists it merely services the loan for a different creditor-entity, then Nationstar should apply for expungement and rescission of this erroneous 2013 Assignment of Deed of Trust still active in my public record clouding my title; and furthermore Nationstar is compelled by the Court presiding over my reactivated litigation to explain its true current interest over my Note and its Deed of Trust, going forward. Please be noticed that I am also naming Bank of America, N.A. in my lawsuit, as the purported "Assignor" on this Assignment; to also clarify its signatory attesting to the validity of the Assignment.

Repeated attempts by letter, email and phone call from myself to your attorneys and to Nationstar since the filing of your POC form have yielded no resolution to this apparent conflict within your own filing, i.e. your Proof of Claim fails to establish who is the true creditor, which is the entity described in writing in the blank for "Name of Creditor" on the official B10 Bankruptcy Proof of Claim form specifically as ***"the person or other entity to whom the debtor owes money or property."*** ***Is this Creditor entity the Wilmington Trust entity or is it Nationstar? Your Proof of Claim filing suggests it is neither because it can not be both!***

Please note that the actual publically recorded 2013 Assignment of Deed of Trust is the document that bears these apparently fatal defects, and this 2013 Assignment is the most recent AND PRESUMABLY CURRENT legal status of my property as to its current and true beneficiary – which totally contradicts the Notice of Trustee Sale notices, as well as the other public records mentioned above.

**Clearly Nationstar's May 2015 filing into the U.S. Bankruptcy Court leaves one asking then, "Where is the Assignment naming the Wilmington Trust entity as current Trustee of the MLMI Trust Series 2006-HE5?" to be consistent with the Proof of Claim and Nationstar's CFPB reply letter such that any current non-judicial foreclosure is conducted LEGALLY AND LAWFULLY?**

Is your answer contained in the June 10, 2016 filing by Nationstar's attorney into the same case?

- Following this troubling Proof of Claim filing, your attorney on June 10, 2016 filed a Motion for Relief from Automatic Stay which adds to this confusion. Please see the cover page one of the Motion and the two Assignments of Deed of Trust filed as exhibits with the Motion: the same afore-mentioned 2009 Assignment is exhibited first [Exhibit C-1]. HOWEVER your exhibited second Assignment this time SKIPS OVER BOTH the 2012 AND the 2013 Assignments, contradicting your Proof of Claim in the same case and claim! And instead your Motion for Relief submits an UNRECORDED fourth Assignment that appears to exist NOWHERE except here with your Motion. [Exhibit D – Assignment] [Exhibit E – page 1 of Motion for Relief pleading therewith]
  - On its face your exhibit filed into the U.S. Bankruptcy Court in support of your Motion appears to be merely a "copy" of an unrecorded Assignment which purports to transfer ownership of beneficial interest in my home, transacted on April 8, 2015. But it too evidences a break in the chain of title from any other known assignment: i.e., the Assignor on this 2015 unrecorded document is shown as an entity for whom there exists NO REQUIRED ASSIGNMENT TO ITSELF PREVIOUSLY, i.e. Where is the Assignment TO "Citibank N.A. as Trustee for the Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-HE5, by Nationstar Mortgage LLC its attorney-in-fact." This name even differs significantly from the 2012 Assignment in the public record that your Motion for Relief ignores, but is the only Assignment that could remotely show how Citibank, N.A. as Trustee became beneficiary such that it could assign to the Wilmington entity on this Unrecorded Assignment.
  - The purported Assignee, and hence purported Beneficiary and owner of the loan-debt on this rogue unrecorded 2015 Assignment is "Wilmington Trust National Association, Successor Trustee to Citibank, N.A., as Trustee for the Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-HE5," **but where is the validation that it is in fact a true and correct transfer of interest of real property from Assignor party to Assignee party? Please review and correct this error.**
  - Furthermore, this unrecorded Assignment, was filed into court records with your Motion for Relief [Exhibit E] on June 10, 2016, more than one year since it was allegedly created and transacted, and it does appear from all known public records and research that Citibank N.A. could not and would not have presided over such a transfer as Assignor in 2015 when the very MLMI Trust Series 2006-HE5 closed for



deposits into or out of it on September 26, 2006 according to the SEC Edgar database; and even then only the Depositor Merrill Lynch Mortgage Investors Trust could have presided over any deposit / transfer / assignment, according to the Trust's own Pooling & Servicing Agreement.

- Furthermore given clear evidence in the public records of Alameda County in 2014 when prior recorded documents appear in the same public records and official letters from Nationstar and Aztec Foreclosure that a **Wilmington Trust** entity was ALREADY the Trustee of the MLMI Trust, why would Citibank, N.A. suddenly reappear in 2015 for a Trust it served as Trustee over EIGHT years prior, just to assign beneficiary status to Wilmington? As of 09/29/2006 this Trust was barred from further transfers into or out of it – if you have proof documenting an exception to the Trust's Pooling & Servicing Agreement regarding my specific loan-debt, please correct yourself and provide this proof.
- This same 2015 unrecorded Assignment, though it was purportedly signed by your employee, an "Assistant Secretary of Nationstar Mortgage LLC," acting as purportedly the "Attorney in Fact for Citibank, N.A." is a **violation of 11 U.S.C. Section 362(a)** governing transfers of interest of property of the estate while the automatic stay is in place: I petitioned for Chapter 13 bankruptcy protection on January 20, 2015 and the stay was in place as of April 8, 2015 when this transaction was entered constituting your Violation of Bankruptcy's Automatic Stay; the court had not granted Relief of Stay until the following year on July 13, 2016.
- Therefore your 2015 unrecorded Assignment evidences a VOID transaction, violates Bankruptcy Code, is unlawful thereby and subject to possible sanctions in U.S. Bankruptcy Court. It certainly is not and cannot be a valid transfer of interest in my property, nor can it cited to validate a non-judicial foreclosure of my home and property in favor of the named Assignee / Beneficiary who has NO other record of having obtained that status except this Void Unrecorded document.
- ***A formal letter of clarification has not yet been sent to Citibank N.A. who is showing as the Assignor; first and by this letter I seek Nationstar's compliance and correction before being forced to add Citibank, N.A. to the same lawsuit and compel Citibank, N.A. to vouch for its "Attorney-in-Fact" Nationstar on this Assignment.***

Is this questionable document, filed into a court of law, instead an attempt to enter into the bankruptcy court but without recording publically to BACK-VALIDATE prior public records filed in 2014 in which the Wilmington Trust name acting as a "trustee" for the MLMI Trust Series 2006-HE5 appears as the purported creditor???

- Between March – August 2014 public records filed by Nationstar include a Substitution of Trustee, Notice of Default and two Notices of Trustee Sale all filed by Nationstar or your agent Aztec Foreclosure Corporation. Meanwhile there is ABSOLUTELY NO Assignment to the Wilmington Trust entity (neither Wilmington Trust Company nor Wilmington Trust National Association as acting trustee or acting successor trustee of any kind appears.)

- ***It is ONLY this 2015 unrecorded and apparently Void assignment in violation of the Bankruptcy Code governing Automatic Stay which purports to validate this specific Wilmington entity*** as the current true beneficiary and creditor of a debt charged against me and my property (i.e. attempting to validate by Assignment that "Wilmington Trust National Association, Successor Trustee to Citibank, N.A., as Trustee for the Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-HE5" has the CURRENT LEGAL AND LAWFUL RIGHT to direct Nationstar to in turn direct Aztec Foreclosure Corporation to conduct a non-judicial foreclosure against me and my home and property.
- Upon my due diligence in outreach to corporate entities, the actual "creditor" by this name apparently has as its only corroborating spokespersons, employees of the corporation Wilmington Trust N.A. and its parent company M&T Bank. I have been in direct communication with both these corporate entities, that for whom Nationstar claims it is agent and mortgage-servicer in their capacity as the actual creditor and owner of the debt acting as "Successor Trustee to Citibank N.A., as Trustee ...."] Both a senior counsel staff attorney and a manager in Customer Assets Departments at M&T Bank cannot and do not know anything about the "loan-level data" related to my specific loan, and directed me only to Nationstar to clarify any discrepancies, which means the alleged Creditor cannot prove its own injury???

Please be noticed I am in active litigation against Nationstar, self-represented, in Pro Per; therefore, it is tantamount to my formal complaint to document to the Court my best knowledge and belief as to the identity and legal status of the owner of the loan debt charged against me. At present, these unresolved errors and contradictions are documented into the current complaint and Nationstar will be summoned to answer my Second Amended Complaint as to these very questions.

In the meantime, please be noticed that Nationstar has, to date, directed its agent Aztec Foreclosure Corporation and the law firm of Shapiro, Van Ess, Sherman & Marth to conduct a non-judicial foreclosure credit bid auction on Tuesday March 14, 2017 which is upon us. This letter therefore is being sent certified mail postmarked March 13, 2017 and also emailed to my Dedicated Loan Specialist and her supervisor and to the Customer Advocate with whom I have been in contact at Nationstar, with a follow up phone calls to confirm receipt of the email; with a specific request repeated herein, for a voluntary postponement to the March 14<sup>th</sup> non-judicial foreclosure auction, in favor of negotiated settlement and/or litigation to resolve these and other errors and ambiguities on my account; BEFORE a non-judicial and by all accounts illegal and invalid foreclosure takes place on my home and property on March 14, 2017.

- A foreclosure credit bid auction is scheduled for March 14, 2017 on my home and property, despite my diligent efforts to enter meaningful workout options with Nationstar continually these past two solid months, according to internal Nationstar records on my account you should be able to review.

- This imminent non-judicial foreclosure credit bid auction SHOULD BE CANCELLED OR POSTPONED BY NATIONSTAR DUE TO FATAL DEFECTS which this letter documents under penalty perjury of myself, the "borrower." These and other errors and defects have resulted in my being forced to reactivate previous litigation naming Nationstar as one Defendant, with my Second Amended Complaint to Quiet Title (SAC), as Plaintiff in Pro Per: [YAMAGISHI v. Bank of America Corp, et al, No. RG-14721534, Sup.Ct.Calif.] Failing to obtain leave to reopen this case I will immediately be filing a new case with my SAC pleading against Nationstar prior to the March 14<sup>th</sup> scheduled auction.
- The recent Notice of Trustee Sale (NOTS) filed by your agent Aztec Foreclosure Corporation who is a purported 'substitute trustee over Deed of Trust' claims a NON-EXISTENT ENTITY, "Aegis Lending Corporation' as the current beneficiary! Aegis Lending Corporation was the original "lender," who ceased to exist in 2007 when it declared bankruptcy. There is NO other creditor name listed on this most recent NOTS which is the document attempting to comply with legal notice requirements for the March 14, 2017 sale date, even though your letters and court-filings detailed herein below continue to claim a "Wilmington Trust ..." entity is the current beneficiary. As per statute, a NOTS must list the current beneficiary name and address in order to be valid. Where is the required name of the CURRENT TRUE Beneficiary on your Notice of Trustee Sale? Or is Nationstar and Aztec attempting to foreclose my home in the name of a non-existent named Aegis Lending Corporation? Please review and correct this error.

If left without correction by Nationstar of the court record and of the public County Clerk record, this question is left hanging without an answer and MUST be cured before a non-judicial foreclosure auction takes place, in which the name of the CURRENT CREDITOR must be first properly-noticed to the public and certainly made known to myself as the "borrower" and owner-occupant of the "subject property," my home and principle residence; and a non-judicial foreclosure to a non-owner of the debt would be rendered Void by Law and subject to suit for damages, according to February 2016 Supreme Court of California decision in *Yvanova v. New Century Mortgage Corp., 365 P. 3d 845 - Cal: Supreme Court 2016 February*, where the Court opined:

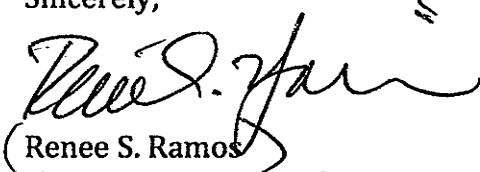
*"The borrower owes money not to the world at large but to a particular person or institution, and only the person or institution entitled to payment may enforce the debt by foreclosing on the security."*

For this and other reasons stated herein, Nationstar should immediately cancel the March 14, 2017 foreclosure auction and first correct the and explain the defects and errors detailed herein below. [Exhibit F-1 – Notice of Trustee Sale recorded on November 7, 2016; and Exhibit F-2 former NOTS recorded on 08/26/2014]

Finally, a review of my account with Nationstar will reveal a long history dating back to July 30, 2013 when Bank of America, N.A. "service-transferred" my account from itself to Nationstar. The years ensuing have revealed a prevalent paper trail of contradiction and error on the very subject of this letter, i.e., upon borrower request to validate the debt and provide the name of the owner of the debt / creditor for whom Nationstar acts as agent, I have received letters in response from Nationstar such as these three which form the basis for my November 13, 2013 QWR letter to your company. [Exhibit G: my letter in response to three letters from Nationstar dated within 30 days of one another plus the 2013 Assignment [Exhibit C-4] with a signed transaction date just before those letters, and a recordation date in my County of Alameda Clerk Recorder's Office, just weeks after those letters were written.]  
*Enjoy.*

If you need to contact me, I can be reached at the email [ryamagishi@gmail.com](mailto:ryamagishi@gmail.com). By telephone at 510-693-6257; and by mailing to the subject property address of 2703 Mathews Street, Berkeley, CA 94702.

Sincerely,



Renee S. Ramos

aka Renee S. Yamagishi

signing under Penalty of Perjury, who attests that the foregoing is true and correct to the best of my knowledge and belief, this 12<sup>th</sup> day of March 2017.



February 16, 2017

Renee S. Ramos  
2703 Mathews Street  
Berkeley, CA 94702

RE: Nationstar Reference Number- CN-02-17-04796  
Mortgagor Name- Renee S. Ramos  
Property Address- 2703 Mathews Street, Berkeley, CA 94702  
Loan Number- 0613886837

Dear Renee S. Ramos:

Nationstar Mortgage LLC (Nationstar) is in receipt of your correspondence on February 13, 2017 regarding the mortgage loan account described above. We thank you for bringing this matter to our attention. We take all matters seriously and are in the process of reviewing your concerns.

A response will be provided no later than March 14, 2017. However, responses are generally provided in less than ten days from receipt of the correspondence.

Our records indicate that Wilmington Trust Company as Trustee for MLMI 2006-HE5, is the current owner of the loan. As requested, we have provided the contact information below:

Wilmington Trust Company / Wilmington Trust, National Association  
1100 North Market Street  
Wilmington, DE 19890  
RMBSTrustee@wilmingtontrust.com

Please note that Nationstar is the servicer of the loan; and therefore, will be responsible for responding to any concerns regarding the servicing of the loan. Servicing matters include, but are not limited to the following:

- Payment assistance and modifications
- Payment posting
- Validation of the debt
- Foreclosure proceedings
- Payment adjustments

As such, please direct any communication related to these matters to Nationstar.





Should you have any questions regarding the status of the loan, you may contact Dedicated Loan Specialist, Dominique Rogers, the assigned Single Point of Contact (SPOC) using the contact information listed below.

Single Point of Contact

Name: Dominique Rogers  
Department Number: 877.343.5602  
Extension: 549.3192

If you have any questions regarding this correspondence, please contact us at the number provided below.

Sincerely,

Customer Relations  
Nationstar Mortgage LLC  
P.O. Box 619098  
Dallas, TX 75261-9741  
phone: 1.877.783.7480  
facsimile: 972.315.8637  
e-mail: [customerrelationsofficer@nationstarmail.com](mailto:customerrelationsofficer@nationstarmail.com)



<b>UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF CALIFORNIA (OAKLAND)</b>		<b>PROOF OF CLAIM</b>
Name of Debtor: <b>RENEE SHIZUE YAMAGISHI</b>		Case Number: 1540194
<p><i>NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.</i></p>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>WILMINGTON TRUST, NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO CITIBANK N.A., AS TRUSTEE FOR MERRILL LYNCH MORTGAGE INVESTORS TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-HES</b>		
Name and address where notices should be sent: Nationstar Mortgage, L.L.C. Attn: Bankruptcy Department PO Box 619096 Dallas, TX 75261-9741 With a copy to Weinstein & Riley, BK Services 2001 Western Ave #400, Seattle, WA 98121		
Telephone number: 877-343-5602(NS)/206-269-3490(WR) email: bncmail@w-legal.com		
Name and address where payment should be sent (if different from above): Nationstar Mortgage, L.L.C. Bankruptcy Department PO Box 619094 Dallas, TX 75261-9741		United States Bankruptcy Court Northern District of California
Telephone number: (877) 343-5602 email: bncmail@w-legal.com		I certify that this is a true and full copy of the original document now existing among the records of this Court. Edward Emmons, Clerk of Court Dated <u>7/28/2016</u> By <u>Jydia Moore</u> Deputy Clerk
1. Amount of Claim as of Date Case Filed: <u>5557,365.28</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5.		<input checked="" type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.
2. Basis for Claim: Money Loaned (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: XXXXXX6837	3a. Debtor may have scheduled account as: Nationstar Mortgage LLC (See instruction #3a)	3b. Uniform Claim Identifier (optional): (See instruction #3b)
4. Secured Claims (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: 2703 MATHEWS ST, BERKELEY, CA 94702 Value of Property: \$ _____ Annual Interest Rate 5.975% <input type="checkbox"/> Fixed or <input checked="" type="checkbox"/> Variable (when case was filed)		Amount of arrearage and other charges, as of the time case was filed included in secured claim, if any: \$ 188,308.62 Basis for perfection: Mortgage Note Amount of Secured Claim: 5557,365.28 Amount Unsecured:
5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier - 11 U.S.C. §507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).
<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).	<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)( ).
		Amount entitled to priority: \$ _____
*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		

-11 7 20

ents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRDP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "redacted".)

Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements in support of right to seek a lift of the automatic stay and foreclose if necessary.

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

- I am the creditor.
- I am the creditor's authorized agent.
- I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.)
- I am a guarantor, surety, indorser, or other codebtor (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Max A Zaleski

Title: Representative for Nationstar Mortgage, LLC

Company: Weinstein & Riley, P.S.

Address and telephone number (if different from notice address above):

/s/ Max A Zaleski  
(Signature)

May 14, 2015  
(Date)

Telephone number: \_\_\_\_\_ email: \_\_\_\_\_

Penalty for presenting fraudulent claim. Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.



UNITED STATES BANKRUPTCY COURT Northern District of California (Oakland)		NOTICE OF CHANGE OF ADDRESS
Name of Debtor: Renee Shizue Yamagishi	Case Number: 15-40194	COURT USE ONLY
Name of Creditor: WILMINGTON TRUST, NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO CITIBANK N.A., AS TRUSTEE FOR MERRILL LYNCH MORTGAGE INVESTORS TRUST, MORTGAGE LOAN ASSET- BACKED CERTIFICATES, SERIES 2006-HE5		
Name of Current Servicer of account: Nationstar Mortgage, LLC		
Name and Address where notices should be sent: Nationstar Mortgage, LLC PO Box 619096 Dallas, TX 75261-9741		<input checked="" type="checkbox"/> Check this box if you are changing the address that notices will go to.
Telephone Number: 877-343-5602		
Name and Address where payments should be sent (if different from above): Nationstar Mortgage, LLC PO Box 619094 Dallas, TX 75261-9741		<input checked="" type="checkbox"/> Check this box if you are changing the address that payments will go to.
1. Account Number: 6837		<input type="checkbox"/> Check this box if the account number has changed.
2. Signature		
Check the appropriate box.		
<input type="checkbox"/> I am the creditor.		
<input checked="" type="checkbox"/> I am the creditor's authorized agent (Attached copy of power of attorney, if any.)		
<input type="checkbox"/> I am the trustee, or the debtor.		
<input type="checkbox"/> I am a guarantor, surety, indorser, or other codebtor.		
/s/ Michael Daniels Michael Daniels - Assistant Secretary		Date: 03/28/2015



INSTRUMENT PREPARED BY AND  
WHEN RECORDED MAIL TO:  
Wiltshire Credit Corporation  
P.O. Box 8517  
Portland, OR 97207

THIS IS TO CERTIFY THAT THIS IS A FULL,  
TRUE AND CORRECT COPY OF THE ORIGINAL  
RECORDED IN THE OFFICE OF THE COUNTY CLERK  
RECORDED ON: March 25, 2009  
AS DOCUMENT NO: 09-87279 BK: 1 PG:  
BY: s/ Title Court Automation  
LSI TITLE COMPANY (CA)

Loan # [REDACTED]  
Min #: [REDACTED]  
APN / Tax ID:

This area for recording office use

**Corporate Assignment of Mortgage/Deed of Trust**

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to

Citibank N.A. as Trustee for the MLMI Trust Series 2006-HE5

with an address of 388 Greenwich Street, New York, NY 10013

All beneficial interest under that certain Mortgage/Deed of Trust dated 06/26/2006 and executed by RENEE  
SHZUE RAMOS AND AVELINO RAMOS, the lender being AEGIS LENDING CORPORATION, in the  
original amount of \$392,700.00 and the Trustee being KENNETH J WELSKI

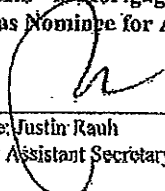
Recorded on 07/03/2006 in book at page as Instrument No. 2006253815 of Official Records in the County  
Recorder's office of ALAMEDA, State of California.

Property Address: 2703 MATHEWS ST, BERKELEY, CA 947022215

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 this Mortgage/Deed of Trust:

*Effective date: 3/9/2009*

"MERS" is Mortgage Electronic Registration Systems,  
Inc. as Nominee for AEGIS LENDING CORPORATION

  
Name: Justin Rauh  
Title: Assistant Secretary


Loan [REDACTED]  
Min #: [REDACTED]

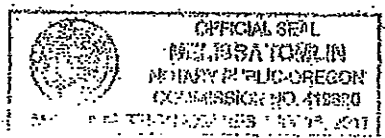
STATE OF OR  
COUNTY OF Washington

On 3/19/2009 before me, Melissa Tomlin, Notary Public; Personally appeared Justin Raab, who is the Assistant Secretary of Mortgage Electronic Registration Systems, Inc, as Nominee for AEGIS LENDING 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 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.

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

WITNESS my hand and official seal.

  
Melissa Tomlin, Notary Public



12

INSTRUMENT PREPARED BY AND  
WHEN RECORDED MAIL TO:  
Wilshire Credit Corporation  
P.O. Box 8517  
Portland, OR 97207

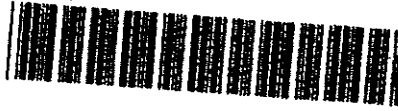


2009087279

03/25/2009 11:27 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY  
PATRICK O'CONNELL  
RECORDING FEE:

15.00



Loan: 2608438  
Min #: 100055140024733871  
APN / Tax ID:

This area for recording office

*Handwritten initials: JRM*

**090175905 Corporate Assignment of Mortgage/Deed of Trust**

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to

**Citibank N.A. as Trustee for the MLMI Trust Series 2006-HE5**

with an address of **388 Greenwich Street, New York, NY 10013**

All beneficial interest under that certain Mortgage/Deed of Trust dated **06/26/2006** and executed by **RENEE SHIZUE RAMOS AND AVELINO RAMOS**, the lender being **AEGIS LENDING CORPORATION**, in the original amount of **\$392,700.00** and the Trustee being **KENNETH J WELESKI**

Recorded on **07/03/2006** in book at page as Instrument No. **2006253815** of Official Records in the County Recorder's office of **ALAMEDA, State of California.**

Property Address: **2703 MATHEWS ST, BERKELEY, CA 947022215**

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 this Mortgage/Deed of Trust.

*Effective date: 3/9/2009*

**"MERS" is Mortgage Electronic Registration Systems, Inc. as Nominee for AEGIS LENDING CORPORATION**

*Handwritten signature of Justin Rauh*

Name: Justin Rauh  
Title: Assistant Secretary

Loan: 2608438

Min #: 100055140024733871

**STATE OF OR  
COUNTY OF Washington**

On 3/19/2009 before me, Melissa Tomlin, Notary Public, Personally appeared Justin Rauh, who is the Assistant Secretary of Mortgage Electronic Registration Systems, Inc. as Nominee for AEGIS LENDING 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 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.

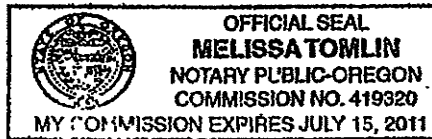
WITNESS my hand and official seal.

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

WITNESS my hand and official seal.



Melissa Tomlin, Notary Public



Melissa Tomlin  
Notary Public - Oregon  
Comm# 419320  
Comm Expires July 15, 2011

(for certification proof for the  
03/25/2009 Assignment of Deed of Trust  
active under my name Renée Ramos  
in the County public records)

This is to certify that  
this is a true copy of  
the document on file  
in this office.

ATTES: DEC 27 2016

*Steve Manning*  
COUNTY CLERK - WELLS COUNTY  
ALABAMA

23

Recording requested by:  
CITIBANK N.A. AS TRUSTEE FOR  
THE MLMI TRUST SERIES  
2006-HE5 BY WILSHIRE CREDIT  
CORPORATION ITS ATTORNEY IN  
FACT

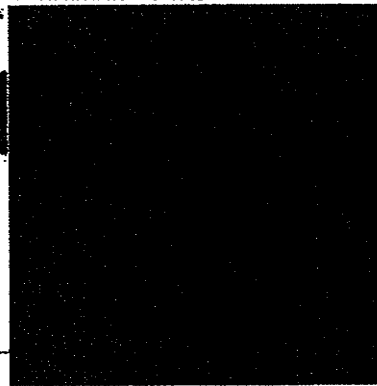


2012046370

02/08/2012 10:45 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY  
PATRICK G. CONNELL  
RECORDING FEE:

When recorded mail to:  
BANK OF AMERICA  
DOCUMENT PROCESSING MAIL  
CODE: TX2-979  
4500 AMON CARTER BLVD  
FORT WORTH, TX 76155  
Attn: ASSIGNMENT UNIT



090175905

CORPORATION ASSIGNMENT OF DEED OF TRUST  
Branch/Source Code 601 15164 Doc. ID# 88602310257406728  
Commitment# 6010001

For value received, the undersigned, CITIBANK N.A. AS TRUSTEE FOR THE MLMI TRUST SERIES 2006-HE5 BY WILSHIRE CREDIT CORPORATION ITS ATTORNEY IN FACT, 150 ALLEGHENY CENTER MALL, PITTSBURGH, PA 15212, hereby grants, assigns and transfers to:

CITIBANK N.A. AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE MLMI TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-HE5  
250 WEST STREET, 8TH FLOOR, NEW YORK, NY 10013

All beneficial interest under that certain Deed of Trust dated 6/26/06, executed by: RENSE SHIZUE RAMOS, Trustor as per TRUST DEED recorded as Instrument No. 2006253815 on 7/03/06 in Book Page of official records in the County Recorder's Office of ALAMEDA County, CALIFORNIA.

Tax Parcel = 054 174002900. ALAMEDA COUNTY TAX COLLECTOR  
Original Mortgage \$392,700.00  
2703 MATHEWS ST, BERKELEY, CA 94702

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.

Dated: 12/01/2011 CITIBANK N.A. AS TRUSTEE FOR THE MLMI TRUST SERIES  
2006-HE5 BY WILSHIRE CREDIT CORPORATION ITS ATTORNEY IN  
FACT

By *PP*  
PARKASH MANN, ASSISTANT VICE PRESIDENT

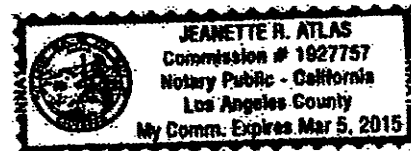
State of CALIFORNIA  
County of VENTURA

On 12-02-2011 before me, JEANETTE R. ATLAS, Notary Public, personally appeared PARKASH MANN, 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 CALIFORNIA that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature: *Jeanette R. Atlas*  
JEANETTE R. ATLAS



Prepared by: PARKASH MANN  
1800 TAPO CANYON ROAD  
SIMI VALLEY, CA 93063  
Phone#: (213) 345-0575

EXH. R

Recording Requested By:  
Bank of America, N.A.  
Prepared By: Julia Correa  
1815. Marriage Ave.  
Pasadena, CA 91101

When recorded mail to:  
CoreLogic  
Mail Stop: ASCN  
1 CoreLogic Drive  
Washak, TX 76161-9423



DocID: 122218257414978

Property Address:  
2703 Mathews St  
Berkeley, CA 94702-2215

CASADT: 200702 071201 000000

Ap-1  
2  
A



2013322510

10/02/2013 02:21 PM

OFFICIAL RECORDS OF ALAMEDA COUNTY  
PATRICK O'CONNELL  
RECORDING FEE: 28.00



2 PGS

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### ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 1800 TAPO CANYON ROAD, SIMI VALLEY, CA 91361 does hereby grant, sell, assign, transfer and convey unto NATIONSTAR MORTGAGE, LLC whose address is 350 HIGHLAND DRIVE, LEWISVILLE, TX 75067 all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR AEGIS LENDING CORPORATION

Original Borrower(s): RENEE SHIZUE RAMOS, A SINGLE WOMAN AS TO AN UNDIVIDED 99% INTEREST, AND AVELINO RAMOS, AN UNMARRIED MAN WHO ACQUIRED TITLE AS SURVIVING JOINT TENANT AS TO AN UNDIVIDED 1% INTEREST AS TENANTS IN COMMON

Original Trustee: KENNETH J. WELESKI

Date of Deed of Trust: 6/25/2006

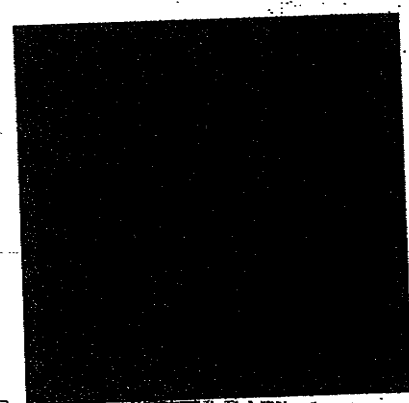
Original Loan Amount: \$392,700.00

Recorded in Alameda County, CA on: 7/3/2006, book N/A, page N/A and instrument number 1006253815.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on 10/17/2013

Bank of America, N.A.

By: [Signature]  
Glenda Chavez  
Assistant Vice President





State of California  
County of Los Angeles

On JUL 12 2013 before me, Lara Vartanian, Notary Public, personally appeared  
Glenda Chavez

, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Lara Vartanian*

Notary Public: Lara Vartanian  
My Commission Expires: Oct 3, 2014

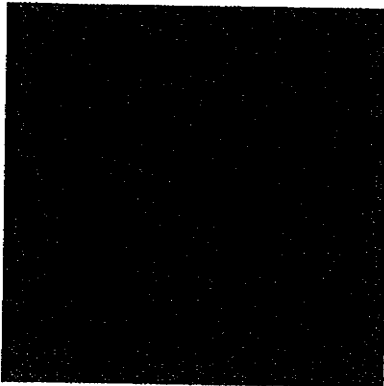


This is to certify that  
this is a true copy of  
the document on file  
in this office.

ATTEST: **OCT 11 2013**

*Donna Daniels*  
COUNTY CLERK - RECORDER  
ALAMEDA COUNTY, CALIF.

Copy



Recording Requested By:  
Nationstar Mortgage

When Recorded Return To:

DOCUMENT ADMINISTRATION  
Nationstar Mortgage  
8950 CYPRESS WATERS BLVD  
COPELL, TX 75019

**CORPORATE ASSIGNMENT OF DEED OF TRUST**

Alameda, California  
SELLER'S SERVICES [REDACTED] TRAMOS

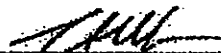
Prepared By: Justin Moon, Nationstar Mortgage 8950 CYPRESS WATERS BLVD, COPELL, TX 75019 1-800-400-2602

For Value Received, CITIBANK, N.A., AS TRUSTEE FOR MERRILL LYNCH MORTGAGE INVESTORS TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-HES, BY NATIONSTAR MORTGAGE LLC ITS ATTORNEY-IN-FACT hereby grants, assigns and transfers to WILMINGTON TRUST, NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO CITIBANK N.A., AS TRUSTEE FOR MERRILL LYNCH MORTGAGE INVESTORS TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-HES #1401 PLYMOUTH ROAD, PLYMOUTH MEETING, PA 19402 all its interest under that certain Deed of Trust dated 06/28/2006, in the amount of \$392,700.00, executed by RENEE SHIZUE RAMOS, A SINGLE WOMAN AS TO AN UNDIVIDED 99% INTEREST, AND AVELINO RAMOS, AN UNMARRIED MAN WHO ACQUIRED TITLE AS SURVIVING JOINT TENANTS AS TO AN UNDIVIDED 1% INTEREST AS TENANTS IN COMMON, to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR AEGIS LENDING CORPORATION and Recorded: 07/23/2006 as Instrument No.: 2006253815 in the County of Alameda, State of California.

In witness whereof this instrument is executed.

CITIBANK, N.A., AS TRUSTEE FOR MERRILL LYNCH MORTGAGE INVESTORS TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-HES, BY NATIONSTAR MORTGAGE LLC ITS ATTORNEY-IN-FACT

On APR 28 2015

  
JUSTIN MOON, Assistant Secretary



CORPORATE ASSIGNMENT OF DEED OF TRUST Page 2 of 2

STATE OF Texas  
COUNTY OF Dallas

On APR 01 2016 before me, ERIC TODD RITTMUELLER, a Notary Public in and for Dallas in the State of Texas, personally appeared JUSTIN MOON, Assistant Secretary, 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.

  
ERIC TODD RITTMUELLER  
Notary Expires: 10/09/2017



(This area for notarial seal)



Recording Requested By:  
Nationstar Mortgage

When Recorded Return To:

DOCUMENT ADMINISTRATION  
Nationstar Mortgage  
8950 CYPRESS WATERS BLVD  
COPPELL, TX 75019

CORPORATE ASSIGNMENT OF DEED OF TRUST

Alameda, California  
SELLER'S SERVICING: [REDACTED] RAMOS\*

Prepared By: Justin Moon, Nationstar Mortgage 8950 CYPRESS WATERS BLVD, COPPELL, TX 75019 1-888-480-2432

For Value Received, CITIBANK, N.A., AS TRUSTEE FOR MERRILL LYNCH MORTGAGE INVESTORS TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-HE5, BY NATIONSTAR MORTGAGE LLC ITS ATTORNEY-IN-FACT hereby grants, assigns and transfers to WILMINGTON TRUST, NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO CITIBANK N.A., AS TRUSTEE FOR MERRILL LYNCH MORTGAGE INVESTORS TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-HE5 at 401 PLYMOUTH ROAD, PLYMOUTH MEETING, PA 19462 all its interest under that certain Deed of Trust dated 06/26/2006, in the amount of \$392,700.00, executed by RENEE SHIZUE RAMOS, A SINGLE WOMAN AS TO AN UNDIVIDED 99% INTEREST, AND AVELINO RAMOS, AN UNMARRIED MAN WHO ACQUIRED TITLE AS SURVIVING JOINT TENANTS AS TO AN UNDIVIDED 1% INTEREST AS TENANTS IN COMMON, to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR AEGIS LENDING CORPORATION and Recorded: 07/03/2006 as Instrument No.: 2006253815 in the County of Alameda, State of California.

In witness whereof this instrument is executed.

CITIBANK, N.A., AS TRUSTEE FOR MERRILL LYNCH MORTGAGE INVESTORS TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-HE5, BY NATIONSTAR MORTGAGE LLC ITS ATTORNEY-IN-FACT

On APR 08 2015

  
JUSTIN MOON, Assistant Secretary

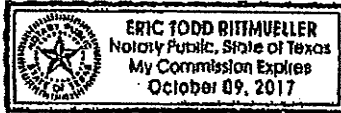
CORPORATE ASSIGNMENT OF DEED OF TRUST Page 2 of 2

STATE OF Texas  
COUNTY OF Dallas

On APR 08 2015, before me, ERIC TODD RITTMUELLER, a Notary Public in and for Dallas in the State of Texas, personally appeared JUSTIN MOON, Assistant Secretary, 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,

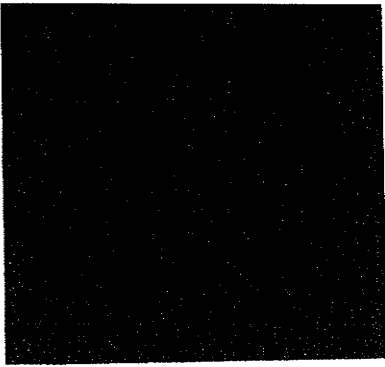
  
ERIC TODD RITTMUELLER  
Notary Expires: 10/09/2017



(This area for notarial seal)



1 BRANDYE N. FOREMAN  
CA NO. 277110  
2 BARRETT DAFFIN FRAPPIER  
3 TREDER & WEISS, LLP  
20955 PATHFINDER ROAD  
4 SUITE 300  
DIAMOND BAR, CA 91765  
5 Phone: (626) 915-5714, Fax: (972) 661-7726  
E-mail: NDCAECF@BDFGROUP.COM  
6 FILE NO 5937677



United States Bankruptcy Court  
Northern District of California

I certify that this is a true and full copy of the original document now existing among the records of this Court. Edward Emmons, Clerk of Court

Dated   
By  Deputy Clerk

7 Attorney for Movant  
8 WILMINGTON TRUST, NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO  
CITIBANK, N.A., AS TRUSTEE FOR MERRILL LYNCH MORTGAGE  
9 INVESTORS TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES  
2006-HE5

11 UNITED STATES BANKRUPTCY COURT

12 NORTHERN DISTRICT OF CALIFORNIA-OAKLAND DIVISION

13  
14 In re:  
RENEE SHIZUE YAMAGISHI  
15 aka Renee Shizue Ramos

CASE NO.: 15-40194-RLE-13  
CHAPTER: 13  
R.S. NO.: EAT- 1627

17 MOTION FOR RELIEF FROM THE  
18 AUTOMATIC STAY AND  
CO-DEBTOR STAY

19 Debtor.

20 DATE: July 06, 2016  
21 TIME: 1:30 pm  
22 PLACE: U.S. Bankruptcy Court  
Courtroom 201  
1300 Clay Street  
23 Oakland, CA

24  
25 Secured Creditor WILMINGTON TRUST, NATIONAL ASSOCIATION, SUCCESSOR  
26 TRUSTEE TO CITIBANK, N.A., AS TRUSTEE FOR MERRILL LYNCH MORTGAGE  
27 INVESTORS TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES

28

WHEN RECORDED MAIL TO:

Aztec Foreclosure Corporation  
3636 N. Central Ave., Suite #400  
Phoenix, AZ 85012



Trustee Sale No. 14-001158 CXE  
02-14011702  
APN 054 -1740-029

Space above this line for recorder's use only

### NOTICE OF TRUSTEE'S SALE

ATTENTION RECORDER: THE FOLLOWING REFERENCE TO AN ATTACHED SUMMARY IS APPLICABLE TO THE NOTICE PROVIDED TO THE TRUSTOR ONLY – PURSUANT TO CIVIL CODE SECTION 2923.3(a)

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO  
TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP  
LUPU Y: KÈM THEO ĐẦY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 06/26/06. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

→ On 11/29/16 at 12:30 pm, Aztec Foreclosure Corporation as the duly appointed Trustee under and pursuant to the power of sale contained in that certain Deed of Trust executed by Renee Shizue Ramos, a single woman as to an undivided 99% interest, and Avelino Ramos, an unmarried man who acquired title as surviving joint tenant as to an undivided 1% interest as tenants in common, as Trustor(s), in favor of Mortgage Electronic Registration Systems, Inc, solely as Nominee for Aegis Lending Corporation, a Delaware Corporation, as Beneficiary, Recorded on 07/03/06 in Instrument No. 2006253815 of official records in the Office of the county recorder of ALAMEDA County, California; **WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH** (payable at time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state), **At the Fallon Street entrance to the County Courthouse, 1225 Fallon Street, Oakland, CA 94612**, all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County, California described as:  
**2703 MATHEWS STREET, BERKELEY, CA 94702**

The property heretofore described is being sold "as is".


Notice of Trustee's Sale  
T.S. #: 14-001158 CXE  
ORDER #: 02-14011702

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust, to-wit: \$607,494.04 (Estimated good through 10/31/16)

Accrued interest and additional advances, if any, will increase this figure prior to sale.

The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located and more than three months have elapsed since such recordation.

DATE: November 3, 2016  
AZTEC FORECLOSURE CORPORATION

  
Elaine Malone  
Assistant Secretary / Assistant Vice President  
Aztec Foreclosure Corporation  
949 South Coast Drive, Suite 475  
Costa Mesa, CA 92626  
Phone: (877) 257-0717 or (602) 638-5700  
Fax: (602) 638-5748  
[www.aztectrustee.com](http://www.aztectrustee.com)

**NOTICE TO POTENTIAL BIDDERS:** If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property.

**NOTICE TO PROPERTY OWNER:** The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call or visit the Internet Web site, using the file number assigned to this case 14-001158. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale.

<a href="http://www.homesearch.com">www.homesearch.com</a> 800-758-8052	Or	Aztec Foreclosure Corporation (877) 257-0717 <a href="http://www.aztectrustee.com">www.aztectrustee.com</a>
--	----	---



Recording Requested by  
and

WHEN RECORDED MAIL TO:

Aztec Foreclosure Corporation  
3636 N. Central Ave., Suite #400  
Phoenix, AZ 85012



2014209473

08/26/2014 10:18 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY  
PATRICK O'CONNELL  
RECORDING FEE:



2  
KI

Space above this line for

Trustee Sale No. 14-001158 CXE  
Title Order No. 02-14011702  
APN 054 -1740-029

### NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 06/26/06. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO

TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP

LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY.

→ On **10/02/14** at **9:00 A.M.**, Aztec Foreclosure Corporation as the duly appointed Trustee under and pursuant to the power of sale contained in that certain Deed of Trust executed by Renee Shizue Ramos, a single woman, as to an undivided 99% interest, and Avelino Ramos, an unmarried man who acquired title as surviving joint tenant as to an undivided 1% interest as tenants in common, as Trustor(s), in favor of Mortgage Electronic Registration Systems, Inc., solely as Nominee for Aegls Lending Corporation, a Delaware Corporation, as Beneficiary, **Recorded on 07/03/06** in Instrument No. 2006253815 of official records in the Office of the county recorder of **ALAMEDA** County, California;

→ **Wilmington Trust Company, as Trustee for the Merrill Lynch Mortgage Investors Trust, Series 2006-HE5, as the current Beneficiary, WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH** (payable at time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state), **Scottish Rite Center, 1547 Lakeside Dr., 3rd Floor Lodge/Banquet Room, Oakland, CA 94612**, all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County, California described as:

**2703 MATHEWS STREET, BERKELEY, CA 94702**

The property heretofore described is being sold "as is".

T.S. #: 14-001158 CXE  
ORDER #: 02-14011702

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust, to-wit: \$550,021.88 (Estimated good through 9/4/14)

Accrued interest and additional advances, if any, will increase this figure prior to sale.

The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located and more than three months have elapsed since such recordation.

DATE: August 22, 2014



Elaine Malone  
Assistant Secretary & Assistant Vice President  
Aztec Foreclosure Corporation  
20 Pacifica, Suite 1460  
Irvine, CA 92618  
Phone: (877) 257-0717 or (602) 638-5700  
Fax: (602) 638-5748  
[www.aztectrustee.com](http://www.aztectrustee.com)

**NOTICE TO POTENTIAL BIDDERS:** If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property.

**NOTICE TO PROPERTY OWNER:** The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call or visit the Internet Web site, using the file number assigned to this case 14-001158. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale.

<a href="http://www.Auction.com">www.Auction.com</a> or call (800) 280-2832	Or	Aztec Foreclosure Corporation (877) 257-0717 <a href="http://www.aztectrustee.com">www.aztectrustee.com</a>
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Renee S Yamagishi / fka Ren  
Property and Mailing Address: 2703 Mathews Street, Berkeley

Nationstar Mortgage LLC  
350 Highland Drive  
Lewisville, TX 75067-4177  
Ref# 613886837

November 13, 2013

RE: Correspondence received dated: on 08/09/2013 sent Certified Mail through United States Postal Service, on 08/12/2013 postmarked late on 08/29/2013, and on 09/09/2013; along with an Assignment of Deed of Trust [Doc #2013322510], filed in the public record of County of Alameda on 10/02/2013, Statement of Legal Position. . [Copies of above documents enclosed]

Representative, Sir or Madam:

Your office sent me the three documents referenced above, and the public record noted above does appear under my name in the land registry of the County of Alameda where my family Home is located. See copies enclosed.

Three successive letters generated by your office (dated 08/09/2013, 08/12/2013, and 09/09/2013); name three successive contradictions of who in fact is the actual person or party claimed by Nationstar Mortgage LLC as the one holding lawful standing and, on behalf of whom your office claims to be duly vested as mortgage-servicing agent and debt collector against me and my property.

Your office documented the parties as respectively: "Wilmington Trust Company, as trustee for the Merrill Lynch Mortgage Investors Trust, Series 2006-HE5", the Creditor to whom the debt is owed" as of 08/09/2013; followed by "U.S. BANK(MLMI 2006-HE5)POOL676 [as] the current owner of the loan" as of 08/12/2013; followed by "Citibank [as] the current owner of the Note" in your letter dated 09/09/2013.

The content of all three documents generated by your office are contradictory and fail to establish standing at the very least, and at worst point to violations of law and due diligence by any party making claim against me and my property. Furthermore there is no evidence of any assignments transferring beneficial interest to and from these parties filed in my public record with reference to my recorded Deed of Trust by which you make claim and pursue debt-collections actions against me and my property. By this and other evidence I deem your notices when taken together as fatally defective on their faces.

My claim is based on the premise that a lawful contract should exist between your office and any true beneficiary holding standing and proof of claim. Such a contract, presumably made in writing, would lie to rest any ambiguity as we are seeing here. Therefore this letter's purpose is primarily to insist on lawful conduct

in this informal discovery, and to notice your office that I hold this as your duty at a minimum, if you are to continue collection efforts against me or my property.

I maintain your office's correspondence call to question the validity by which you claim to act on behalf of parties who you cast as a succession of fast-moving targets, with any hoped-for certainty woefully missing its mark. Quite disturbing further is my public record in the County of Alameda showing now a recent "Assignment of Deed of Trust" [Doc #2013322510] recorded on 10/02/2013, and prepared and requested by Bank of America, N.A. which purports that Bank of America N.A. as "Assignor" does assign "all beneficial interest ... under [my] Deed of Trust together with any note(s)" to "Nationstar Mortgage LLC." That would actually make your office moving target #4.

This constitutes a break in the chain of title for several reasons, one being that an a priori recorded Assignment of Deed of Trust dated 02/08/2012 was assigned from the same address (1800 Tapo Canyon Road, Simi Valley, CA), but in that instance attributed not to Bank of America N.A. but rather as Wilshire Credit Corporation's address. Furthermore the Assignment of 02/08/2012, still appearing in the public record (and still clouding my title) states that "Citibank N.A. as Trustee for the MLMI Trust Series 2006-HE5 by Wilshire Credit Corporation its Attorney in Fact, purported to transfer all beneficial interest to itself, i.e. Citibank N.A. In July 2012 I and my forensic auditor pointed out this assignment is fatally defective constituting a cloud on my title. My request for its rescission on these grounds is still unheeded, and in fact recently Bank of America N.A. enclosed a copy of this same Assignment in their letter to me, as a substantive and active record of parties with standing according to Bank of America N.A. [See your acknowledged copy in the file of my July 30, 2013 letter to Blank Rome LLP and Bank of America, N.A. with attachments that include two letters from July of 2012 from myself and my auditor.]

Again, as recently as 08/12/2013 Bank of America N.A. dated and sent me a letter from their Simi Valley office enclosing a copy of this same 02/08/2012 Assignment as appears in my public record, apparently to substantiate that they purported beneficial interest remained with Citibank N.A. even while the instant Assignment was purportedly entered and signed by Bank of America N.A. one month prior on 07/12/2013 though not yet recorded publically. (Copy enclosed). Here it is your supposed predecessor Bank of America N.A. at odds with itself yet making claim against me and my property. Ironically **on that exact same date of 08/12/2013** your office wrote me purporting to claim the true beneficiary in fact to be "US BANK(MLMI 2006-HE5)POOL676" and that your office was acting as agent or servant of said party. We are thus swimming in more, not less ambiguity to date.

Now, please carefully examine the enclosed Assignment filed in my public record on 10/02/2013 which names Nationstar Mortgage LLC as the new Assignee purporting to hold all beneficial interest against me and my property and naming Bank of America N.A. as purported Assignor: The chronology of events revealed by the four referenced documents (your three letters plus this Assignment) show that your office **named three successive contradicting parties between August and September, in writing to myself, precisely in the same intervening timeframe**

in which the Assignment purports to be in active conveyance of interest to you, **the same Nationstar Mortgage LLC (I)**, i.e. after the 12<sup>th</sup> of July, the date of execution of the Assignment (noted as a rubber-stamped date entered twice in the Assignment: once for the agent for Bank of America N.A. and again for the Notary's signature) and prior to the filing date of same, which did not occur until October 2nd of 2013, according to the known record.

My question to your office then is to what do you attribute your office's own ignorance and failure to perform, by which Bank of America N.A. purportedly had already assigned to Nationstar Mortgage LLC as far back as the middle of July 2013, the standing of true beneficiary in fact and not as an agent or servant of one? And further, by way of what written contract(s) and documented evidence (if any) do you attribute your ensuing three letters of contradictory interest sent to me in your purported claim of legitimate debt collection action against me revealing dire internal discrepancies within Nationstar itself, the results of which bar any further meaningful dialogue, other than my rights to demand that you formally cease & desist all adverse actions of any nature against me or my property. Rather than make that demand to you at this time however, the latter half of this letter outlines pertinent questions for your office for helping all parties to reach needed conclusions devoid of ambiguity under the law, and hopefully to proceed with productive negotiations.

This letter then seeks your formal response to these conditions which are as of yet unacceptable and unworkable, and to correct the public record and the paper trail to reflect your true interest and the true interest of any party who has proof of standing for and by whom you may act as agent or servant. Hopefully these questions and your answers will help ALL parties find a compass in governing law.

Anything less than invoking governing law is unacceptable from my position, and to date your demonstrated attempts to establish Nationstar as duly fulfilling this role is heretofore duly refuted on its defects. I do invite correction and insist it be timely, or else must assert your role as frivolous and any debt-collection actions against me or my property to be unlawful, triggering a formal cease and desist demand and other consequences all within my rights. Further this correction should include revisions and/or rescissions of unlawful or defective documents appearing in my public record which cloud my title.

I declare these actions by your office to be fatally defective and should bar your debt-collections actions against me until and unless rectified under scrutiny of governing law. I also note your office has thus proven a performance aptly deemed "debt-collection failure" perpetrated against me and my property. Nationstar Mortgage LLC has committed serious failures which are substantive and compelling when tasked in any role as "debt-collector" or "true beneficiary in fact" and taken together with actions of Bank of America N.A. prevent our dispute from proceeding towards hoped for settlement.

This letter seeks to demand clarification and proof from your office of who in fact holds the proof of standing as true beneficiary making lawful claim against me, and who thereby has granted you a legal role as agent or servant of this party; or if your office itself claims to hold such standing to invite your office to show such

proof under the same tests of law. Surely your office would want to cure your own discrepancies and establish that the standing by which you take actions against me and my property are in fact proper and lawful. You may construe this letter in its entirety as a statement of my legal position and an attempt to rectify negotiation protocols through informal discovery under the scrutiny of governing law.

You will see I am copying this letter to Bank of America N.A. and their attorneys as their interest is documented in both Assignments of record. Furthermore I enclose a copy of the 08/12/2013 letter from Bank of America where they too appear to be ignorant that their own office purported to assign all beneficial interest to Nationstar Mortgage LLC on 07/12/2013. I surmise their ignorance and discrepancy by similar deduction as I surmise Nationstar's – by examining the paper trail of documents generated wholly by the parties making claim against me – both Nationstar and Bank of America, which contradict with one another and even (or especially) contradicting themselves, evidenced by both private and public documents.

Nationstar Mortgage LLC's 09/09/2013 letter is especially dubious on several counts (please see copy enclosed). Your office indicates therein on page 2 of your letter that "Citibank is the current owner of the Note" and that "Nationstar is the servicer of the loan ... [and that] "servicing matters include but are not limited to: "Validation of the debt. ..." Validation under governing law is the over-arching goal of my letter to your office, so on this we have written concurrence. The same letter goes on to state that "the above-mentioned loan and related documents were reviewed and found to comply with all state and federal guidelines that regulate them, and we respectfully refute all allegations mentioned in your letter." Please indicate in your answer to this correspondence if you stand by this statement or if you would elaborate and clarify it according to my distinct questions to your office found in the latter half herein.

Please explain the following statement found on page 2 of same letter: **"The owner of the mortgage Note is the noteholder of the loan Note."** On its face this statement appears to be mortgage-servicing-babble and conveys no substance or meaning. Gravely missing too is reference to a Deed of Trust which must accompany any Note under its own terms, and of which any bonafide owner of an obligation for which I am liable, must be able to prove both possession of and rights of claim and enforcement thereof.

Immediately following this sentence is: "However, there are some circumstances where the owner has given temporary possession of the loan note to the servicer. The owner does this in order to ensure that the servicer is able to perform the services and duties incident to the servicing of the mortgage loan." Please explain the legal status of "temporary possession of the loan note" and provide reference to the governing laws or statutes by which you deem your statement correct and compliant.

Continuing with examination of your office's 09/09/2013 letter on page 3 is stated "You have asked for information or documents regarding the origination of your mortgage loan, the transfer of ownership of your loan and the transfer of servicing

rights to your loan. **These requests are not related to the servicing of the loan and do not identify any specific error regarding the servicing of the loan. Accordingly, your request does not fall within the scope of information that must be provided.** (Emphasis added.) . Does your office retain or retract this three-part statement in your forthcoming response to my formal inquiry found in the latter half of this letter? Please explain.

Please note that Nationstar Mortgage LLC, as self-stated "mortgage-servicer" working as agent for the true "owner of the Note" and for which you deem yourselves lawful debt-collection agents against me and my property, you state in writing here three distinct issues for which you refute the need to document or substantiate: these are 1) the origination of mortgage loan, 2) the transfer of ownership of same loan, and 3) the transfer of servicing rights to the loan. Does your office retain or retract this three-part statement in your forthcoming response to my formal inquiry found in the latter half of this letter? Please explain.

Finally still referencing your office's 09/09/2013 letter on page 3 you state: **"You asked us to provide the Promissory Note and Deed of Trust. After conducting an investigation, Nationstar is unable to locate the information you requested. This information is unavailable. ..."** [Emphasis added.] Again, the formal inquiry questions in this letter reiterate my initial request in greater detail with reference to governing law, so again we await your formal reply to same.

Conclusively I dispute all your claims of indebtedness made against me and maintain I would be well within my legal rights to make a formal demand against your office to cease and desist all debt collection activities against me and my property, and with this formal demand make claim of wrongful i.e. unlawful collection actions inflicted upon me and my property by your office.

However, in an effort of my own due diligence and good faith attempts at lawful settlement with any and all parties coming to make claim against me and my property, I choose to proceed under governing law and formally invite your office to prove your standing. Take this to be an informal discovery process allowing you to make such proof thereby complying with the first requirement for further lawful negotiations towards hoped for settlement. If or until such a conclusion is substantiated with regards to all of Nationstar Mortgage LLC's claims against me and my property, I continue to refute your claims in their entirety and challenge that your purported standing is devoid of merit under governing law, hence is both erroneous, defective and a violation of my rights under the law. As such the actions of your office would appear to be subject to penalties under Federal and State law.

Please note I do not know you and do not know if you have the legal rights alleged in any of these documents. I need to determine whether the documents have any legal validity and to clarify your current position regarding the same. I make inquiry as to your office explaining these documents and their presentation as evidenced and described herein.

Any potential settlement if forthcoming as a possibility, requires zero ambiguity as to the parties in fact, because I do not want to make any settlement or payment

arrangements or workout solutions of any kind with the wrong person or party or to let the wrong person or party take from me and my family, our only Home.

Please, therefore, provide within fifteen (15) calendar days from the date of this letter the below-requested information and any additional information or documents you think establishes your right to make the demands or to carry out the threats of your correspondence. Your compliance with this request should not require too much time or effort, if in fact you have clarified and corrected yourselves such that you verify same before sending me your response.

Respond only to the parts of the request that apply to you. Please let me know which parts you claim don't apply to you. Failure to eliminate any particular level of involvement will be viewed as your admission of claiming more than one hat regarding my Note and Deed of Trust, and not having provided a complete and meaningful response.

If you have a document that is responsive to this request, please provide a copy of the entire document, including exhibits. A summary, abstract, or comment about a document is not acceptable, and will not be treated as genuine evidence supporting whatever position you claim regarding my Note and Deed of Trust, and our Home.

Silence or an incomplete response will be understood as your admission your claims by writing thus far were improperly issued and that your office has no right to enforce my Note and Deed of Trust pursuant to the Uniform Commercial Code (UCC) as adopted by the State of California (as the California Commercial Code, CCC) where our Home is located, and therefore, no right to debt collection actions nor foreclosure against me or upon our Home.

1. Do you claim that you are entitled to enforce my Note+Deed of Trust according to the Uniform Commercial Code (UCC) of California, the state where my Home is located, and not in the capacity as a servant for whoever might be that person? If so, please explain and identify the circumstances by which you obtained that right and when. In addition, please provide the explanation and documents requested below:
  - a. If you claim to have physical possession of the Note I executed please let me know when you will make the Note available for inspection and copying. The place you select must be close to my Home, unless we all agree otherwise.
  - b. Please provide a complete accounting of the amount alleged due under my Note from its inception to the current time, including every credit and debit. Please account for each and any insurance proceeds, claim settlement, or warranty payments made regarding my Note+Deed of Trust and Home. If you maintain that no insurance, claim settlement, or warranty payments have been sought or received that involve, directly or indirectly, my Note+Deed of Trust and Home, please state so in an affidavit under oath executed by one of your officers who is also your employee.
  - c. Please provide a complete history of each transfer of the physical Note and each sale, transfer, exchange or assignment of the



mortgage loan, in full or in part, from its creation to the current time, including but not limited to the name, address, and phone number of each transferor and each transferee in that chain. Further, for each transfer or transaction please provide, in addition to any resulting assignment or conveyance instrument, the contract(s) or agreement(s) involved with the respective transfer or transaction, as made by the parties to each respective transfer or transaction. Also, please identify the source or sources of your information regarding that chain of activity regarding my Note+Deed of Trust.

- d. Please provide a copy of each email, fax, letter, or other communication you sent to or received from any person or company regarding my Note and Deed of Trust since its inception.
- 
2. Do you work for a company that claims the right to enforce my Note+Deed of Trust pursuant to the Uniform Commercial Code of the state where my Home is located, which is California? If so, please identify that company with its name, address, and phone number, and identify the person or persons at that company to whom you report.
    - a. If you are an agent or servant, I deem that your receipt of this letter constitutes receipt by a company for which you are working, and we require that company to respond as if it received this letter directly rather than through you.
    - b. Please provide the contract, agreement, or document by which you were engaged to provide services for that company respecting my Home. If more than one contract or agreement is involved, please provide complete copies of each.
    - c. Please admit that you hold no economic interest in my Note+Deed of Trust or Home. If you maintain otherwise, please explain and provide each and all documents that you assert create an economic interest in my Note+Deed of Trust or Home.
    - d. Please have the company you claim hired you respecting my family Home to provide by the hand of one of its employees, directly to myself, its affirmation in writing of your engagement and authority to represent it respecting my family Home and on any documents you've sent to me claiming to be such a representative and on any documents found in my public record in which your engagement and authority to represent may be referenced.
    - e. Please provide a copy of the document or documents by which that company declared a default under my Note+Deed of Trust and instructed you or some other person or party to commence collection actions regarding it. If you claim that instruction was verbal, please identify the person who gave it to you and include the date of that instruction and that person's name, address, employer, and phone number.
  
  3. If you are an attorney representing a company that is involved with the demands and foreclosure threats and collection actions against me, please identify your client or clients with name, address, phone number, and a description of client's relationship to my Note+Deed of Trust and my family

Home. Further identify your contact person for each such identified client, including his or her name, address, employer, and phone number. I deem your receipt of this letter to be receipt by your client(s) and I require response by you and your client(s) accordingly.

4. If you claim to be the trustee appointed to conduct a nonjudicial foreclosure of my family Home, please state the same in your reply and provide the name, address, and phone number of the company and the person(s) at that company who instructed you to commence any foreclosure process. I deem your receipt of this letter to be receipt by your customer, also, and I require response by you and your customer accordingly.

Sincerely,



Renee S. Yamagishi

formerly known as (fka) Renee S. Ramos

Name on Title, Homeowner, Signatory on the Deed of Trust and Note entered on or about June 26, 2006, Lawful Party of Interest

Principle Residence in the subject property, our one and only Family Home, whose address appears above

Cc:

Bank of America N.A.  
Customer Relations  
P.O. Box 5170  
Simi Valley, CA 93062

Wilshire Credit Corporation  
1800 Tapo Canyon Road  
Simi Valley, CA 93063

CoreLogic  
Mailstop ASGN  
1 Corelogic Drive  
Westlake, TX 76262-9823

EXH. U



08/09/2013

RENEE SHIZUE RAMOS  
2703 MATHEWS ST  
BERKELEY, CA 94702-2215

Loan Number: 613886837  
Property Address: 2703 MATHEWS ST  
BERKELEY, CA 94702

Dear RENEE SHIZUE RAMOS:

You are hereby provided formal notice by Nationstar Mortgage, LLC, the Servicer of the above-referenced loan, on behalf of "Wilmington Trust Company, as trustee for the Merrill Lynch Mortgage Investors Trust, Series 2006-HES", 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 Nationstar Mortgage, LLC 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 09/13/2013 (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 may 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 08/09/2013 the amount of the debt that we are seeking to collect is \$140,432.68, which includes the sum of payments that have come due on and after the date of default 12/01/2008, any late charges, periodic adjustments to the payment amount (if applicable), attorney fees and expenses of collection. Because of interest, late charges, and other 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 Nationstar Mortgage, LLC at 1-888-480-2432 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 09/01/2013 installment is still due on 09/01/2013 (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 its 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.



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 Nationstar Mortgage, LLC not to be contacted by phone at your place of employment, we will not do so.

The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8:00 am or after 9:00 pm. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt.

Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or [www.ftc.gov](http://www.ftc.gov).

Nationstar Mortgage, LLC 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. To obtain a list of HUD approved counseling agencies, please call 1-800-569-4287 or visit <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>. You may also contact the Homeownership Preservation Foundation's Hope hotline at 1-888-995-HOPE (4673).

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. Nationstar Mortgage, LLC requests that all payments be made in **certified funds, cashier's check or money order(s)** payable to and mailed to Nationstar Mortgage, LLC at 350 Highland Drive, Lewisville, TX 75067-4177. You may contact Nationstar Mortgage, LLC at 1-888-480-2432 should you have servicing questions regarding your account or by mail at 350 Highland Drive, Lewisville, TX 75067-4177. You may have options available to you to help you avoid foreclosure. Please contact Nationstar Mortgage, LLC's Loss Mitigation Department at 1-888-480-2432 or by visiting [www.nationstarmtg.com](http://www.nationstarmtg.com) for additional information and to see what options are available to you.

Pursuant to California Civil Code Section 2923.55 as amended by the California Foreclosure Reduction Act, Nationstar Mortgage, LLC is required to provide you with the following information:

You may request a copy the following:

- 1) Promissory note or other evidence of indebtedness
- 2) Deed of trust or mortgage
- 3) Any assignment, if applicable, of the mortgage or deed of trust to demonstrate the right to foreclose
- 4) Payment history since you were last less than 60 days past due

**Attention Servicemembers and Dependents:** Servicemembers on active duty, or a spouse or dependent of such a servicemember, may be entitled to certain protections under the Servicemembers Civil Relief Act ("SCRA"). SCRA and certain state laws provide important protections for you, including prohibiting foreclosure without a court order. If you are currently in the military service, or have been within the last 12 months, please notify Nationstar Mortgage, LLC immediately. When contacting Nationstar Mortgage, LLC as to your military service, you may be required to provide positive proof as to your military status. Servicemembers and dependents with questions about the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. Homeowner counseling is also available at agencies such as Military OneSource ([www.militaryonesource.mil](http://www.militaryonesource.mil); 1-800-342-9647) and Armed Forces Legal Assistance (<http://legalassistance.law.af.mil>), and through HUD-certified housing counselors (<http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>). You can also contact us toll-free at 1-888-480-2432 if you have questions about your rights under SCRA.

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

Sincerely,

John Lacy  
Dedicated Loan Specialist  
Nationstar Mortgage, LLC  
1-888-850-9398 ext. 1015920  
350 Highland Drive  
Lewisville, TX 75067-4177

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.



CA\_NOI

✓ Certified 1196-9006-9296-573

EXH. Q 3



August 12, 2013

Renee S. Ramos  
2703 Mathews Street  
Berkeley, CA 94702

RE: Nationstar Reference Number – Ramos6837  
Mortgagor – Renee S. Ramos  
Property Address – 2703 Mathews Street, Berkeley, CA 94702

Dear Renee S. Ramos:

Nationstar Mortgage LLC (Nationstar) is in receipt of your correspondence dated July 30, 2013, in which concerns regarding the above referenced account were brought to our attention.

We thank you for bringing this matter to our attention. We take all matters seriously and are in the process of reviewing your concerns.

In accordance with the Real Estate Settlement Procedures Act (RESPA), a response will be provided within 30 business days, except when otherwise required by state law. However, responses are generally provided in less than ten days from receipt of the correspondence.

Our records indicate that US BANK(MLMI 2006-HE5)POOL676 is the current owner of the loan. As requested, we have provided the address and phone number below:

US BANK(MLMI 2006-HE5)POOL676

U. S. Bancorp, 800 Nicollet Mall  
Minneapolis, MN 55402  
651.466.3000

Please note that Nationstar is the servicer of the loan; and therefore, will be responsible for responding to any concerns regarding the servicing of the loan. Servicing matters include, but are not limited to the following:

- Payment assistance and modifications
- Payment posting
- Validation of the debt
- Foreclosure proceedings
- Payment adjustments

As such, please direct any communication related to these matters to Nationstar.

This is an attempt to collect a debt and any information obtained will be used for that purpose. If this debt is in or has been discharged in a bankruptcy proceeding, be advised this communication is not an attempt to collect the debt against you. Please note, however, we reserve the right to exercise the legal rights only against the property securing the original obligation.





At Nationstar, customer concerns are important to us. Should you have any general questions other than those referenced in the correspondence, please contact:

Loss Mitigation Department

Monday through Thursday, 8 a.m. to 8 p.m. CDT

Friday, 8 a.m. to 6 p.m. CDT

Toll-free number: 1.888.850.9398

Single Point of Contact (SPOC)

John Lacy

Phone: 480.467.0562

Sincerely,

Customer Relations Department

Nationstar Mortgage LLC

350 Highland Drive

Lewisville, TX 75067

Toll-free number: 1.877.783.7480

e-mail: [customerrelationsofficer@nationstarml.com](mailto:customerrelationsofficer@nationstarml.com)

By Standard Mail

This is an attempt to collect a debt and any information obtained will be used for that purpose. If this debt is in or has been discharged in a bankruptcy proceeding, be advised this communication is not an attempt to collect the debt against you. Please note, however, we reserve the right to exercise the legal rights only against the property securing the original obligation.





September 9, 2013

Renee S. Ramos  
2703 Mathews Street  
Berkeley, CA 94702

RE: Nationstar Reference Number – Ramos6837  
Mortgagor- Renee S. Ramos  
Property Address – 2703 Mathews Street, Berkeley, CA 94702

Dear Renee S. Ramos:

Nationstar Mortgage LLC (Nationstar) is in receipt of your correspondence, dated July 30, 2013 regarding the mortgage loan account described above. We appreciate you bringing this to our attention, as we take all matters such as this seriously.

In this correspondence, you appear to seek certain information pursuant to the Fair Debt Collection Practices Act (FDCPA). Enclosed are copies of the following documents that you requested:

- Payment History
  - The payment history reflects a complete payment history for the period of July 5, 2013 , through the date of this letter. This payment history reflects:
    - When payments were received
    - How the payments were applied to the loan
    - Any disbursements made from the loan
    - A description for each transaction, with running balances of the unpaid principal and escrow accounts
    - The date fees and charges were assessed, if any
    - Any amounts paid towards fees
    - Any waivers/reversals of fees

Late fees are reported on the annual mortgage statement. If a payment was applied to the suspense account, it will be indicated in the code description column. Payments can be applied to the suspense account if the funds received do not represent the full monthly mortgage payment due, or if Nationstar is not informed of where the payment is to be applied.

- Prior Servicer Payment History
- Billing Statement dated August 20, 2013
  - The billing statement will reflect the current amount due on the loan; and, will also provide a breakdown of any fees assessed, including any lender paid expenses or corporate advance fees

This is an attempt to collect a debt and any information obtained will be used for that purpose. If this debt is in or has been discharged in a bankruptcy proceeding, be advised this communication is not an attempt to collect the debt against you. Please note, however, we reserve the right to exercise the legal rights only against the property securing the original obligation.





- Servicing Transfer Notice dated July 12, 2013
- A Payoff Statement, good through September 30, 2013
- Any available Brokers Price Opinions (BPOs)

Our records indicate Citibank is the current owner of the Note. As requested, we have provided the address and phone number below:

Citibank  
388 Greenwich Street, 14<sup>th</sup> Floor  
New York, NY 10013  
212.816.1675

Please note that Nationstar is the servicer of the loan; and therefore, will be responsible for responding to any concerns regarding the servicing of the loan. Servicing matters include but are not limited to the following:

- Payment assistance and modifications
- Payment posting
- Validation of the debt
- Foreclosure proceedings
- Payment adjustments

As such, please direct any correspondence related to these matters to Nationstar.

The owner of the mortgage Note is the noteholder of the loan Note. However, there are some circumstances where the owner has given temporary possession of the loan note to the servicer. The owner does this in order to ensure that the servicer is able to perform the services and duties incident to the servicing of the mortgage loan, such as:

- Foreclosure actions
- Bankruptcy cases
- Other legal proceedings

Upon receipt of your correspondence, the above mentioned loan and related documents were reviewed and found to comply with all state and federal guidelines that regulate them, and we respectfully refute all allegations mentioned in your letter. As such, the above-mentioned loan account will continue to be serviced appropriate to its status.

As of the date of this correspondence, the account is approximately 58 payments delinquent and contractually next due for the December 1, 2010 monthly installment. Should you have any questions or concerns regarding the account, or if you would like to discuss available payment assistance options, you may work directly with:

**Single Point of Contact (SPOC) Information:**

Name: Chad Cooper  
Phone Number: 469.549.2134  
Extension: 5492134

This is an attempt to collect a debt and any information obtained will be used for that purpose. If this debt is in or has been discharged in a bankruptcy proceeding, be advised this communication is not an attempt to collect the debt against you. Please note, however, we reserve the right to exercise the legal rights only against the property securing the original obligation.



You have asked for information or documents regarding the origination of your mortgage loan, the transfer of ownership of your loan and the transfer of servicing rights to your loan. These request are not related to the servicing of the loan and do not identify any specific error regarding the servicing of the loan. Accordingly, your request does not fall within the scope of information that must be provided.

You asked us to provide the Promissory Note and Deed of Trust. After conducting an investigation, Nationstar is unable to locate the information you requested. This information is unavailable. However, we did review the account, and all transactions appear to be correct from our records review. If you think there is an error in the servicing of the account, please let us know so that we can investigate and resolve any potential servicing error.

Furthermore, the payment history appears to be reported accurately to the main credit repositories. If you have documentation that substantiates that any of the information reported by Nationstar on the credit report is incorrect, please provide the detailed information for review.

At Nationstar, customer concerns are important to us. Should you have any questions, please contact me directly; or, if you have general questions regarding the account, please contact:

Loss Mitigation Department

Monday through Thursday, 8 a.m. to 9 p.m. CDT

Friday, 8 a.m. to 8 p.m. CDT

Saturday, 8 a.m. to 12 p.m. CDT

Toll-free number: 1.888.850.9398

Sincerely,

William Ward  
Customer Relations Specialist  
Nationstar Mortgage LLC  
350 Highland Drive  
Lewisville, TX 75067  
phone: 972.894.9091  
facsimile: 972.375.7777  
e-mail: william.ward@nationstarml.com

Enclosure 4  
By Standard Mail

This is an attempt to collect a debt and any information obtained will be used for that purpose. If this debt is in or has been discharged in a bankruptcy proceeding, be advised this communication is not an attempt to collect the debt against you. Please note, however, we reserve the right to exercise the legal rights only against the property securing the original obligation.



EXH. M

12/8/06



PETITIONER OR ATTORNEY (Name, state bar number, and address): <b>RENEE SHIZUE RAMOS</b> <b>2703 MATHEWS STREET</b> <b>BERKELEY, CA 94702</b> TELEPHONE NO.: 510-841-9304 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): <b>IN PRO PER</b>		<div style="text-align: center;"> <b>FILED</b>  <b>ALAMEDA COUNTY</b>  <b>FEB 09 2007</b>          CLERK OF THE SUPERIOR COURT          By <u>Carolina O. del Rosario</u>          Deputy       </div>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <del>ALAMEDA</del> <b>ALAMEDA</b> STREET ADDRESS: <b>600 WASHINGTON STREET</b> MAILING ADDRESS: <b>600 WASHINGTON STREET</b> CITY AND ZIP CODE: <b>OAKLAND, CA 94607</b> BRANCH NAME:		
PETITION OF (Names of each petitioner): <b>RENEE SHIZUE RAMOS</b> FOR CHANGE OF NAME <div style="text-align: center;"><b>DECREE CHANGING NAME</b></div>		
		CASE NUMBER: <b>RG 06 200822</b>

1. The petition came regularly for hearing on (date): FEB 9 2007 in Courtroom: 134 of the above-entitled court.

**THE COURT FINDS**

2. a. All notices required by law have been given.
- b. Each person whose name is to be changed identified in Item 3 below
  - (1)  is not  is under the jurisdiction of the Department of Corrections, and
  - (2)  is not  is required to register as a sex offender under section 290 of the Penal Code.
 These determinations were made  by using CLETS/CJIS  based on information provided to the clerk of the court by a local law enforcement agency.
- c.  No objections to the proposed change of name were made.
- d.  Objections to the proposed change of name were made by (name):
- e. It appears to the satisfaction of the court that all the allegations in the petition are true and sufficient and that the petition should be granted.
- f.  Other findings (if any):


**THE COURT ORDERS**

3. The name of

<u>Present name</u>	<u>New name</u>
a. <u>RENEE SHIZUE RAMOS</u>	is changed to <u>RENEE SHIZUE YAMAGISHI</u>
b. _____	is changed to _____
c. _____	is changed to _____
d. _____	is changed to _____
e. _____	is changed to _____

Additional name changes are listed on Attachment 3.

Date: FEB 09 2007

  
 \_\_\_\_\_  
 JUDGE OF THE SUPERIOR COURT  
 SIGNATURE OF JUDGE FOLLOWS LAST ATTACHMENT

# Nationstar Mortgage LLC's 1st Response to NOE/RFI Letter per RESPA

April 12, 2017

---

"Names "Wilmington Trust Company solely as  
Trustee for MLMT 2006 HEB"

as Creditor / Current Beneficiary /  
"current owner of the Note", and

party to whom money or property is due  
deriving from a 2006 Residential "Loan"  
entered by myself Renée S. Ramos  
now-known-as Renée S. Yamagishi  
in favor of one Aegis ~~Mort~~<sup>my</sup> Lending  
Corporation, who declared bankruptcy  
in 2007 by the known public Record.

\* There Exists No Recorded Assignment of  
the Debt or Loan or Note or Deed of Trust  
transferring this interest to the above-  
named entity in Alameda County Clerk  
Recorder's office, nor ANY public Record.

April 12, 2017

Renee S. Ramos  
2703 Mathews Street  
Berkeley, CA 94702

RE: Nationstar Reference Number – CN-03-17-07805  
Mortgagor – Renee S. Ramos  
Property Address – 2703 Mathews Street, Berkeley, CA 94702  
Loan Number – 0613886837

Dear Renee S. Ramos,

Thank you for reaching out to us. We are looking forward to helping you.

**Why am I receiving this letter?**

We received your letter on March 14, 2017, and have put together this reply with information that we hope will alleviate your concerns. Below are the concerns mentioned in your letter.

**1. Debt Validation**

We looked into the concerns you expressed and after an investigation, we are sharing with you what we found.

**1. Debt Validation**

Some information your client has requested does not pertain directly to the servicing of the loan, does not identify any specific servicing errors, and/or is considered proprietary and confidential. Therefore, this information is considered outside the scope of information that must be provided. However, the information below and enclosed documents should address any of your relevant questions and requests. Enclosed, you will find the following documents:

- Note and Security Instrument
  - The Note and Security Instrument will validate the above mentioned loan. These documents will explain our rights to:
    - Collect any remaining debt owed under the Note and Security Instrument
    - Assess fees and costs to the loan as necessary

**PLEASE BE ADVISED THIS COMMUNICATION IS SENT FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT, ASSESS, OR RECOVER A CLAIM AGAINST, OR DEMAND PAYMENT FROM, ANY INDIVIDUAL PROTECTED BY THE U. S. BANKRUPTCY CODE. IF THIS ACCOUNT HAS BEEN DISCHARGED IN A BANKRUPTCY PROCEEDING, BE ADVISED THIS COMMUNICATION IS FOR INFORMATIONAL PURPOSES ONLY AND NOT AN ATTEMPT TO COLLECT A DEBT AGAINST YOU; HOWEVER, THE SERVICER/LENDER RESERVES THE RIGHT TO EXERCISE THE LEGAL RIGHTS ONLY AGAINST THE PROPERTY SECURING THE LOAN OBLIGATION, INCLUDING THE RIGHT TO FORECLOSE ITS LIEN UNDER APPROPRIATE CIRCUMSTANCES. NOTHING IN THIS CORRESPONDENCE SHALL BE CONSTRUED AS AN ATTEMPT TO COLLECT AGAINST THE BORROWER PERSONALLY OR AN ATTEMPT TO REVIVE PERSONAL LIABILITY.**



- Inspect the property and charge applicable fees
- Purchase lender placed insurance
- Pay taxes on the mortgagor's behalf
- Transaction History
  - The Transaction History reflects a complete history for the period Nationstar has serviced the loan. Late fees are assessed any time the contractual installment is received after the grace period, as indicated in the Note. However, during active bankruptcy, late fees are waived. Please note, late fees are not considered interest and are not reported to the IRS on IRS form 1098. If an installment was applied to the suspense account, it will be indicated in the code description column. Installments can be applied to the suspense account if the funds received do not represent the full monthly mortgage installment due or if Nationstar is not informed of where the installment is to be applied. Furthermore, this Transaction History reflects:
    - When installments were received
    - How the installments were applied to the loan
    - Any disbursements made from the loan, including, but not limited to, disbursements for taxes, insurance, property inspections, brokers price opinions (BPOs), and legal fees
    - A description for each transaction, with running balances of the unpaid principal and escrow accounts
    - The date fees and charges were assessed, if any
    - Any amounts paid towards fees
    - Any waivers/reversals of fees
- Notice of Servicing Transfer, also known as Welcome Letter
  - The Servicing Transfer Notice will detail the date and terms of the service transfer from the prior servicer to Nationstar. This document evidences Nationstar's right to service the loan.
- Most Recent Escrow Analysis Statement
  - The Escrow Analysis will provide a detailed description of all disbursements made from the escrow account as well as any payments towards the escrow account for the prior year. It will also provide a breakdown of how the current escrow payment has been calculated, including any shortages that may exist.
- Payoff Quote

- The Payoff Quote will include the full amount necessary to pay the loan in full. You may have received a copy of the Payoff Quote under separate cover. This document is sent for informational purposes only and is no way a demand to pay the loan in full and will not result in any additional fees being assessed to the loan.

Furthermore, our records indicate Wilmington Trust Company solely as Trustee for MLMI 2006-HE5 is the current owner of the Note. We have provided the address below:

Wilmington Trust Company solely as Trustee for MLMI 2006-HE5  
1100 North Market Street  
Wilmington, DE 19890  
Email: RMBSTrustee@wilmingtontrust.com

Please note that Nationstar is the servicer of the loan and will be responsible for responding to any concerns regarding the servicing of the loan. Servicing matters include but are not limited to the following:

- Mortgage assistance and modifications
- Installment posting
- Validation of the debt
- Foreclosure proceedings
- Installment adjustments

Please direct any communication related to these matters to Nationstar using the contact information below. Please note Wilmington Trust Company solely as Trustee for MLMI 2006-HE5 will not be able to assist with any of these matters.

Upon receipt of this correspondence, the above mentioned loan and related documents were reviewed and found to comply with all state and federal guidelines that regulate them. As such, the above mentioned loan account will continue to be serviced appropriate to its status.

Furthermore, the payment history appears to be reported accurately to the main credit repositories. If you have documentation that substantiates that any of the information reported by Nationstar on the credit report is incorrect, please provide the detailed information for review.

As of the date of this correspondence, the account is contractually due for the December 1, 2008 monthly installment. Should there be any questions or concerns regarding the account, or if you would like to discuss available payment assistance options including modification, liquidation, or reinstatement, you may work directly with our counsel:

Severson & Werson  
One Embarcadero Center, Suite 2600  
San Francisco, CA 94111  
Telephone Number: 1.415.398.3344


Overall, we could not find any errors on our part in regards to your concerns. However, you have the right to access the documents we used in this investigation, and we have included those documents in this letter for your records.

### **Your Loan Summary**

<u>UPB</u>	<u>Monthly Payment</u>	<u>Due Date</u>	<u>Escrow Balance</u>	<u>Last Payment Received</u>
\$392,700.00	\$1,955.33	December 1, 2008	-\$20,768.31	November 1, 2008

I hope this information is helpful and addresses your concerns. If you have any questions about the information I have provided, please contact me directly.

Sincerely,



Kimberly Brinkley  
Customer Relations Specialist  
Nationstar Mortgage LLC  
P.O. Box 619098  
Dallas, TX 75261-9741  
phone: 972.894.1598  
facsimile: 214.488.1993  
e-mail: kimberly.brinkley@nationstarmail.com

Enclosures 6  
By Email ryamagishi@gmail.com

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Are you experiencing a financial hardship? Our local non-profit partners can help with financial counseling and other services. Please visit these websites for assistance:

- [Hud.gov](http://Hud.gov)
- [Neighborworks.org](http://Neighborworks.org)



**Hawaii Residents:** If you believe a loss mitigation option request has been wrongly denied, you may file a complaint with the state division of financial institutions at 808-586-2820 or <http://cca.hawaii.gov/dfi/>.

**New York Residents:** Nationstar Mortgage LLC is licensed by the New York City Department of Consumer Affairs License Number: 1392003. **If you believe a Loss Mitigation request has been wrongly denied, you may file a complaint with the New York State Department of Financial Services at 1-800-342-3736 or [www.dfs.ny.gov](http://www.dfs.ny.gov).**

**New York Residents Income Disclosure:** If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt: supplemental security income (SSI); social security; public assistance (welfare); spousal support, maintenance (alimony) or child support; unemployment benefits; disability benefits; workers' compensation benefits; public or private pensions; veterans' benefits; federal student loans, federal student grants, and federal work study funds; and ninety percent of your wages or salary earned in the last sixty days.

**Oregon Residents:** There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and telephone number of an organization near you, please call 211 or visit [www.oregonhomeownersupport.gov](http://www.oregonhomeownersupport.gov). If you need help finding a lawyer, consult the Oregon State Bar's Lawyer Referral Service online at [www.oregonstatebar.org](http://www.oregonstatebar.org) or by calling 503-684-3763 (in the Portland metropolitan area) or toll-free elsewhere in Oregon at 800-452-7636. Free legal assistance may be available if you are very low income. For more information and a directory of legal aid programs, go to [www.oregonlawhelp.org](http://www.oregonlawhelp.org).

**North Carolina Residents:** Nationstar Mortgage LLC is licensed by the North Carolina Commissioner of Banks, Mortgage Lender License L-103450. Nationstar Mortgage LLC is also licensed by the North Carolina Department of Insurance, Permit Number 105369, 112715, 105368, 111828, 112953, and 112954. **If you believe a Loss Mitigation request has been wrongly denied, you may file a complaint with the North Carolina Office of the Commissioner of Banks website [www.nccob.gov](http://www.nccob.gov).**

**Texas Residents:** COMPLAINTS REGARDING THE SERVICING OF A MORTGAGE SHOULD BE SENT TO THE DEPARTMENT OF SAVINGS AND MORTGAGE LENDING, 2601 NORTH LAMAR, SUITE 201, AUSTIN TX 78705. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT 877-276-5550. A complaint form and instructions may be downloaded and printed from the Department's website located at [www.sml.texas.gov](http://www.sml.texas.gov) or obtained from the department upon request by mail at the address above, by telephone at its toll-free consumer hotline listed above, or by email at [smlinfo@sml.texas.gov](mailto:smlinfo@sml.texas.gov).

Date: May 08, 2017, 6:10 PM.

To: Diane P. Craig  
Attorney, Swenson & Wesson  
dpc@swenson.com (415) 677-5530

From: Renee S. Yamagishi aka Renee S. Ramos

Re: This PDF of:


- Your email Reply of April 27, 2017.
- Exhibits to the active Complaint\*
  - 04/30/2014 Notice of Default; active, recorded
  - 10/02/2014 Notice of Trustee's Sale, active, recorded
  - 11/29/2016 Notice of Trustee's Sale, active, recorded

Referencing \* Case No. RG-17852775  
Yamagishi v. Nationstar Mortgage LLC  
Verified Complaint for Quiet Title

Hello Ms. Craig,

In your 04/27/2017 email you refer to "the Recorded Notice of Trustee's Sale - [Wilmington Trust, N.A. is the Successor Trustee to Citibank, N.A.]." However, there exists no such "Notice of Trustee's Sale" which is active and recorded against my property, the subject property; nor referencing either my former or current legal name, in any recorded document in the County of Alameda Clerk Recorder's office, which names the entity your firm represents, i.e. "Wilmington Trust, N.A." nor the entity "Wilmington Trust, N.A. as Successor Trustee... MLI Trust Series 2006-HE5".  
PLEASE CLARIFY THE EXACT NAME OF ALL YOUR CLIENTS, whom you and/or your firm represents in the active above referenced case.

Thank you,

  
Renee S. Yamagishi  
Plaintiff in Pro Per



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**Yamagishi v. Nationstar Mortgage LLC, et al. - Alameda County Superior Court, Case No. RG17852775**

1 message

---

**Diane P. Cragg** <dpc@severson.com>  
To: Renee Yamagishi <ryamagishi@gmail.com>

Thu, Apr 27, 2017 at 5:01 PM

Ms. Yamagishi,

You are suing Wilmington Trust, N.A. in its capacity as trustee for the Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificate, Series 2006-HE5, which is sometimes referred to in shortened form as MLMI 2006-HE5, or Merrill Lynch Mortgage Investors Trust, Series 2006-HE5. Wilmington Trust, N.A., as Trustee for the Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificate, Series 2006-HE5 is the beneficiary under the DOT. This is the same beneficiary stated on the recorded Notice of Trustee's Sale. [Wilmington Trust, N.A. is the successor trustee to Citibank, N.A.]

The shortened form of the trust name was provided in response to your RFI letter.

I will go ahead and move forward with our Demurer. Our clients may be amenable to participating in some form of ADR in the future.

Thank you,

Diane P. Cragg  
Severson & Werson  
(415) 677-5530

**From:** Renee Yamagishi [mailto:ryamagishi@gmail.com]  
**Sent:** Thursday, April 27, 2017 1:19 PM  
**To:** Diane P. Cragg  
**Subject:** Re: Yamagishi v. Nationstar Mortgage LLC, et al. - Alameda County Superior Court, Case No. RG17852775

(copy)

WHEN RECORDED MAIL TO:

Aztec Foreclosure Corporation  
3636 N. Central Ave., Suite #400  
Phoenix, AZ 85012

Trustee Sale No. 14-001158 CXE  
02-14011702  
APN 054 -1740-029

Space above this line for recorder's use only

### NOTICE OF TRUSTEE'S SALE

ATTENTION RECORDER: THE FOLLOWING REFERENCE TO AN ATTACHED SUMMARY IS APPLICABLE TO THE NOTICE PROVIDED TO THE TRUSTOR ONLY - PURSUANT TO CIVIL CODE SECTION 2923.3(a)

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACION DE ESTE DOCUMENTO  
TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP  
LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 06/26/06. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

→ On 11/29/16 at 12:30 pm, Aztec Foreclosure Corporation as the duly appointed Trustee under and pursuant to the power of sale contained in that certain Deed of Trust executed by Renee Shizue Ramos, a single woman as to an undivided 99% interest, and Avelino Ramos, an unmarried man who acquired title as surviving joint tenant as to an undivided 1% interest as tenants in common, as Trustor(s), in favor of Mortgage Electronic Registration Systems, Inc., solely as Nominee for Regis Lending Corporation, a Delaware Corporation, as Beneficiary, Recorded on 07/03/06 in Instrument No. 2006253815 of official records in the Office of the county recorder of ALAMEDA County, California, WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (payable at time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state), At the Fallon Street entrance to the County Courthouse, 1225 Fallon Street, Oakland, CA 94612, all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County, California described as:  
2703 MATHEWS STREET, BERKELEY, CA 94702

The property heretofore described is being sold "as is".

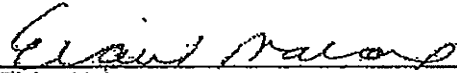
Notice of Trustee's Sale  
T.S. #: 14-001158 CXE  
ORDER #: 02-14011702

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s), advances, if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust, to-wit: \$607,494.04 (Estimated good through 10/31/16)

Accrued interest and additional advances, if any, will increase this figure prior to sale.

The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located and more than three months have elapsed since such recordation.

DATE: November 3, 2016  
AZTEC FORECLOSURE CORPORATION

  
Elaine Malone  
Assistant Secretary / Assistant Vice President  
Aztec Foreclosure Corporation  
949 South Coast Drive, Suite 475  
Costa Mesa, CA 92626  
Phone: (877) 257-0717 or (602) 638-5700  
Fax: (602) 638-5748  
[www.aztectrustee.com](http://www.aztectrustee.com)

**NOTICE TO POTENTIAL BIDDERS:** If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property.

**NOTICE TO PROPERTY OWNER:** The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call or visit the Internet Web site, using the file number assigned to this case 14-001158. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale.

<a href="http://www.homesearch.com">www.homesearch.com</a> 800-758-8052	Or	Aztec Foreclosure Corporation (877) 257-0717 <a href="http://www.aztectrustee.com">www.aztectrustee.com</a>
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Recording Requested by  
and  
WHEN RECORDED MAIL TO:

Aztec Foreclosure Corporation  
3636 N. Central Ave., Suite #400  
Phoenix, AZ 85012



2014209473 08/26/2014 10:18 AM  
OFFICIAL RECORDS OF ALAMEDA COUNTY  
PATRICK O'CONNELL  
RECORDING FEE: 28.00



2 PGS

Space above this line for recorder's use only

Trustee Sale No: 14-001158 CXE  
Title Order No: 02-14011702  
APN 054-1740-029

**NOTICE OF TRUSTEE'S SALE**

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 06/26/06. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED

注: 本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACION DE ESTE DOCUMENTO

TALA: MAYROONG BUODNG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP

LILUY: KEM THEO DAY LA BAN TRINH BAY TOM LUOC VE THONG TIN TRONG TAI LIEU NAY

On 10/02/14 at 9:00 A.M., Aztec Foreclosure Corporation as the duly appointed Trustee under and pursuant to the power of sale contained in that certain Deed of Trust executed by Renee Shizue Ramos, a single woman, as to an undivided 99% interest, and Avelito Ramos, an unmarried man who acquired title as surviving joint tenant as to an undivided 1% interest as tenants in common, as Trustor(s), in favor of Mortgage Electronic Registration Systems, Inc., solely as Nominee for Aegis Lending Corporation, a Delaware Corporation, as Beneficiary. Recorded on 07/03/06 in Instrument No. 2006253815 of official records in the Office of the county recorder of ALAMEDA County, California; Wilmington Trust Company, as Trustee for the Merill Lynch Mortgage Investors Trust Series 2006 HE5, as the current Beneficiary, **WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH** (payable at time of sale in full money of the United States, by cash, a cashier's check drawn by a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code, and authorized to do business in this state) Scottish Rite Center, 1547 Lakeside Dr., 3rd Floor, Lodge/Banquet Room, Oakland, CA 94612, all right, title and interest conveyed to and now held by it, under said Deed of Trust in the property situated in said County, California described as:  
**2703 MATHEWS STREET, BERKELEY, CA 94702**

The property heretofore described is being sold "as is."

T.S. # 14-001158 CXE  
ORDER # 02-14011702

The undersigned, Trustee, disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by said Deed of Trust, with interest thereon, as provided in said note(s) advances, if any, under the terms of the Deed of Trust, estimated fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust, to wit: **\$550,021.88**. (Estimated good through 9/4/14)

Accrued interest and additional advances, if any, will increase this figure prior to sale.

The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located and more than three months have elapsed since such recordation.

DATE August 22, 2014

  
Elaine Maione  
Assistant Secretary & Assistant Vice President  
Aztec Foreclosure Corporation  
20 Pacifica, Suite 1460  
Irvine, CA 92618  
Phone: (877) 257-0717 or (602) 638-5700  
Fax: (602) 638-5748  
[www.aztectrustee.com](http://www.aztectrustee.com)

**NOTICE TO POTENTIAL BIDDERS:** If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property.

**NOTICE TO PROPERTY OWNER:** The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call or visit the Internet Web site, using the file number assigned to this case, 14-001158. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale.

<a href="http://www.Auction.com">www.Auction.com</a> or call (800) 280-2832	Or	Aztec Foreclosure Corporation (877) 257-0717 <a href="http://www.aztectrustee.com">www.aztectrustee.com</a>
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NOTICE OF SALE  
SUMMARY OF KEY INFORMATION

The attached notice of sale was sent to Renee Shizue Ramos, a single woman as to an undivided 99% interest, and Avelino Ramos, an unmarried man who acquired title as surviving joint tenant as to an undivided 1% interest as tenants in common,

(trustor)

in relation to 2703 MATHEWS STREET, BERKELEY, CA 94702.

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 06/26/06. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE.

IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

The total amount due in the notice of sale is \$607,494.04.  
(total amount due)

Your property is scheduled to be sold on 11/29/16 at 12:30 pm At the Fallon Street entrance to the County Courthouse, 1225 Fallon Street, Oakland, CA 94612.

However, the sale date shown on the attached notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call or visit this Internet Web site address

[www.aztectrustee.com](http://www.aztectrustee.com)

(877) 257-0717

OR

[www.homesearch.com](http://www.homesearch.com)

800-758-8052

using the file number assigned to this case 14-001158.

(case file number)

Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale.

If you would like additional copies of this summary, you may obtain them by calling (877) 257-0717.  
(telephone number)



RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO

AZTEC FORECLOSURE CORPORATION  
3636 N. Central Ave., Suite #400  
Phoenix, AZ 85012



2014103215

04/30/2014 10:55 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY  
PATRICK O'CONNELL  
RECORDING FEE: 34.00



4 PGS

Space above this line for recorder's use only.

APN # 054 -1740-029

Property Address: 2703 Mathews Street, Berkeley, CA 94702

Trustee Sale No. 14-001158CXE Title Order No. 02-14011702

NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED

注：本文件包含一个信息摘要

참고사항: 본 첨부 문서에 정보 요약서가 있습니다

NOTA: SE ADJUNTA UN RESUMEN DE LA INFORMACIÓN DE ESTE DOCUMENTO

TALA: MAYROONG BUOD NG IMPORMASYON SA DOKUMENTONG ITO NA NAKALAKIP

LƯU Ý: KÈM THEO ĐÂY LÀ BẢN TRÌNH BÀY TÓM LƯỢC VỀ THÔNG TIN TRONG TÀI LIỆU NÀY

## NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

### IMPORTANT NOTICE

**IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION**, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until approximately 90 days from the date this notice of default may be recorded (which date of recordation appears on this notice).

The amount is \$173,248.73 as of April 4, 2014 and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to

T.S. #: 14-001158CXE  
ORDER #: 02-14011702  
Notice of Default - Aztec

make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than three months after this notice of default is recorded) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon, or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of the property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

Wilmington Trust Company, as Trustee for the  
Merill Lynch Mortgage Investors Trust, Series  
2006-HE5 c/o Nationstar Mortgage LLC  
C/O Aztec Foreclosure Corporation, 3636 N.  
Central Ave., Suite #400, Phoenix, AZ 85012,  
(602) 638-5700 or (877) 257-0717.

If you have any questions, you should contact a lawyer or the governmental agency, which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

**REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU  
DO NOT TAKE PROMPT ACTION**

NOTICE IS HEREBY GIVEN THAT: Aztec Foreclosure Corporation is the duly appointed Substituted Trustee, or acting as agent for the beneficiary or trustee under a Deed of Trust dated 06/26/06, executed by Renee Shizue Ramos, a single woman as to an undivided 99% interest, and Avelino Ramos, an unmarried man who acquired title as surviving joint tenant as to an undivided 1% interest as tenants

T.S. #: 14-001158CXE  
ORDER #: 02-14011702  
Notice of Default - Aztec

in common, as trustor(s), to secure obligations in favor of Mortgage Electronic Registration Systems, Inc., solely as Nominee for Aegis Lending Corporation, a Delaware Corporation, as Beneficiary recorded on July 3, 2006 in Instrument No. 2006253815 of official records in the Office of the Recorder of ALAMEDA County, California, as more fully described on said Deed of Trust.

Including the Note(s) for the sum of \$392,700.00 that the beneficial interest under said Deed of Trust and the obligations secured thereby are presently held by the beneficiary; that a breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the payment has not been made of:

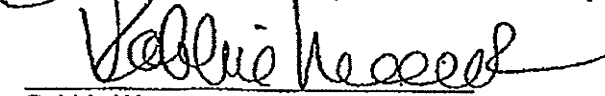
THE INSTALLMENT OF PRINCIPAL AND/OR INTEREST WHICH BECAME DUE 12/01/08 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND/OR INTEREST, TOGETHER WITH LATE CHARGES, IMPOUNDS, INSURANCE PREMIUMS AND/OR OTHER ADVANCES, TAXES, DELINQUENT PAYMENTS ON SENIOR LIENS, ASSESSMENTS, ATTORNEY'S FEES AND COURT COSTS ARISING FROM THE BENEFICIARY'S PROTECTION OF ITS SECURITY, AND ANY OTHER FEES AND COSTS PERMITTED UNDER THE DEED OF TRUST, PROMISSORY NOTE, AND RELATED DOCUMENTS AND ALL OF WHICH MUST BE CURED AS A CONDITION OF REINSTATEMENT.

That by reason thereof, the present Beneficiary under such Deed of Trust has deposited with Aztec Foreclosure Corporation, a true and correct copy of such Deed of Trust and all documents evidencing the obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Where required by law, a declaration pursuant to California Civil Code Section 2923.5 or 2923.55 is attached to this notice.

DATE: 04/28/14

AZTEC FORECLOSURE CORPORATION  
As Trustee or acting as Agent for the beneficiary

  
Robbie Weaver  
Assistant Secretary & Assistant Vice President

Date: May 08, 2017 6:10 PM.

To: Diane P. Craig  
Attorney, Swenson & Wesson  
dpc@swenson.com (415) 677-5530

From: Renee S. Yamagishi aka Renee S. Ramos

Re: This PDF of:

- Your email Reply of April 27, 2017.
- Exhibits to the active Complaint\*
  - 04/30/2014 Notice of Default; active, Recorded
  - 10/02/2014 Notice of Trustee's Sale, active, Recorded
  - 11/29/2016 Notice of Trustee's Sale, active, Recorded

Referencing \* Case No. RG-17852775  
Yamagishi v. Nationalstar Mortgage LLC  
Verified Complaint for Quiet Title

Hello Ms. Craig,

In your 04/27/2017 email you refer to "the Recorded Notice of Trustee's Sale... [Wilmington Trust, N.A. is the Successor Trustee to Citibank, N.A.]." However, there exists no such "Notice of Trustee's Sale" which is active and recorded against my property, the subject property; nor referencing either my former or current legal name, in any recorded document in the County of Alameda Clerk Recorder's office, which names the entity your firm represents, i.e. "Wilmington Trust, N.A." nor the entity "Wilmington Trust N.A. as Successor Trustee... MLI Trust Series 2006-HE5".  
PLEASE CLARIFY THE EXACT NAME OF ALL YOUR CLIENTS,

# Nationstar Mortgage LLC's 2nd Response to NOE/RFI Letter per RESPA

May 17, 2017

Names "Wilmington Trust, National Association as Trustee for  
Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed  
Certificates, Series 2006-HE5"

as Creditor / Current Beneficiary /  
"current owner of the Note", and

party to whom money or property is due  
deriving from a 2006 Residential "Loan"  
entered by myself Renée S. Ramos  
now-known-as Renée S. Yamagishi  
in favor of one Aegis ~~Mort~~ Lending  
Corporation, who declared bankruptcy  
in 2007 by the known public Record.

\* There Exists No Recorded Assignment of  
the Debt or Loan or Note or Deed of Trust  
transferring this interest to the above-  
named entity in Alameda County Clerk  
Recorder's Office, nor ANY public Record.

May 17, 2017

Renee S. Ramos  
2703 Mathews Street  
Berkeley, CA 94702

RE: Nationstar Reference Number – CN-03-17-07805  
Mortgagor – Renee S. Ramos  
Property Address – 2703 Mathews Street, Berkeley, CA 94702  
Loan Number – 0613886837

Dear Renee S. Ramos,

Thank you for reaching out to us. We are looking forward to helping you.

**Why am I receiving this letter?**

We received your letter on March 14, 2017, and have put together this reply with information that we hope will alleviate your concerns. Below are the concerns mentioned in your letter.

**1. Debt Validation**

We looked into the concerns you expressed and after an investigation, we are sharing with you what we found.

**1. Debt Validation**

Some information your client has requested does not pertain directly to the servicing of the loan, does not identify any specific servicing errors, and/or is considered proprietary and confidential. Therefore, this information is considered outside the scope of information that must be provided. However, the information below and enclosed documents should address any of your relevant questions and requests. Enclosed, you will find the following documents:

- Note and Security Instrument
  - The Note and Security Instrument will validate the above mentioned loan. These documents will explain our rights to:
    - Collect any remaining debt owed under the Note and Security Instrument
    - Assess fees and costs to the loan as necessary

**PLEASE BE ADVISED THIS COMMUNICATION IS SENT FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT, ASSESS, OR RECOVER A CLAIM AGAINST, OR DEMAND PAYMENT FROM, ANY INDIVIDUAL PROTECTED BY THE U. S. BANKRUPTCY CODE. IF THIS ACCOUNT HAS BEEN DISCHARGED IN A BANKRUPTCY PROCEEDING, BE ADVISED THIS COMMUNICATION IS FOR INFORMATIONAL PURPOSES ONLY AND NOT AN ATTEMPT TO COLLECT A DEBT AGAINST YOU; HOWEVER, THE SERVICER/LENDER RESERVES THE RIGHT TO EXERCISE THE LEGAL RIGHTS ONLY AGAINST THE PROPERTY SECURING THE LOAN OBLIGATION, INCLUDING THE RIGHT TO FORECLOSE ITS LIEN UNDER APPROPRIATE CIRCUMSTANCES. NOTHING IN THIS CORRESPONDENCE SHALL BE CONSTRUED AS AN ATTEMPT TO COLLECT AGAINST THE BORROWER PERSONALLY OR AN ATTEMPT TO REVIVE PERSONAL LIABILITY.**

- Inspect the property and charge applicable fees
  - Purchase lender placed insurance
  - Pay taxes on the mortgagor's behalf
- Transaction History
    - The Transaction History reflects a complete history for the period Nationstar has serviced the loan. Late fees are assessed any time the contractual installment is received after the grace period, as indicated in the Note. However, during active bankruptcy, late fees are waived. Please note, late fees are not considered interest and are not reported to the IRS on IRS form 1098. If an installment was applied to the suspense account, it will be indicated in the code description column. Installments can be applied to the suspense account if the funds received do not represent the full monthly mortgage installment due or if Nationstar is not informed of where the installment is to be applied. Furthermore, this Transaction History reflects:
      - When installments were received
      - How the installments were applied to the loan
      - Any disbursements made from the loan, including, but not limited to, disbursements for taxes, insurance, property inspections, brokers price opinions (BPOs), and legal fees
      - A description for each transaction, with running balances of the unpaid principal and escrow accounts
      - The date fees and charges were assessed, if any
      - Any amounts paid towards fees
      - Any waivers/reversals of fees
  - Notice of Servicing Transfer, also known as Welcome Letter
    - The Servicing Transfer Notice will detail the date and terms of the service transfer from the prior servicer to Nationstar. This document evidences Nationstar's right to service the loan.
  - Most Recent Escrow Analysis Statement
    - The Escrow Analysis will provide a detailed description of all disbursements made from the escrow account as well as any payments towards the escrow account for the prior year. It will also provide a breakdown of how the current escrow payment has been calculated, including any shortages that may exist.
  - Payoff Quote

- o The Payoff Quote will include the full amount necessary to pay the loan in full. You may have received a copy of the Payoff Quote under separate cover. This document is sent for informational purposes only and is no way a demand to pay the loan in full and will not result in any additional fees being assessed to the loan.

Furthermore, our records indicate Wilmington Trust, National Association as Trustee for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-HE5 is the current owner of the Note. We have provided the address below:

Wilmington Trust, National Association  
1100 North Market Street  
Wilmington, DE 19890  
Email: RMBSTrustee@wilmingtontrust.com

Please note that Nationstar is the servicer of the loan and will be responsible for responding to any concerns regarding the servicing of the loan. Servicing matters include but are not limited to the following:

- Mortgage assistance and modifications
- Installment posting
- Validation of the debt
- Foreclosure proceedings
- Installment adjustments

Please direct any communication related to these matters to Nationstar using the contact information below. Please note Wilmington Trust, National Association as Trustee for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-HE5 will not be able to assist with any of these matters.

Upon receipt of this correspondence, the above mentioned loan and related documents were reviewed and found to comply with all state and federal guidelines that regulate them. As such, the above mentioned loan account will continue to be serviced appropriate to its status.

Furthermore, the payment history appears to be reported accurately to the main credit repositories. If you have documentation that substantiates that any of the information reported by Nationstar on the credit report is incorrect, please provide the detailed information for review.

As of the date of this correspondence, the account is contractually due for the December 1, 2008 monthly installment. Should there be any questions or concerns regarding the account, or if you would like to discuss available payment assistance options including modification, liquidation, or reinstatement, you may work directly with our counsel:

Severson & Werson  
One Embarcadero Center, Suite 2600  
San Francisco, CA 94111  
Telephone Number: 1.415.398.3344

Overall, we could not find any errors on our part in regards to your concerns. However, you have the right to access the documents we used in this investigation, and we have included those documents in this letter for your records.

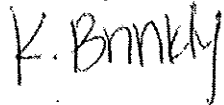


### Your Loan Summary

<u>UPB</u>	<u>Monthly Payment</u>	<u>Due Date</u>	<u>Escrow Balance</u>	<u>Last Payment Received</u>
\$392,700.00	\$1,955.33	December 1, 2008	-\$20,768.31	November 1, 2008

I hope this information is helpful and addresses your concerns. If you have any questions about the information I have provided, please contact me directly.

Sincerely,



Kimberly Brinkley  
Customer Relations Specialist  
Nationstar Mortgage LLC  
P.O. Box 619098  
Dallas, TX 75261-9741  
phone: 972.894.1598  
facsimile: 214.488.1993  
e-mail: kimberly.brinkley@nationstarmail.com

Enclosures 6  
By Email ryamagishi@gmail.com

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Are you experiencing a financial hardship? Our local non-profit partners can help with financial counseling and other services. Please visit these websites for assistance:

- [Hud.gov](http://Hud.gov)
- [Neighborworks.org](http://Neighborworks.org)

**Hawaii Residents:** If you believe a loss mitigation option request has been wrongly denied, you may file a complaint with the state division of financial institutions at 808-586-2820 or <http://cca.hawaii.gov/dfi/>.

**New York Residents:** Nationstar Mortgage LLC is licensed by the New York City Department of Consumer Affairs License Number: 1392003. If you believe a Loss Mitigation request has been wrongly denied, you may file a complaint with the New York State Department of Financial Services at 1-800-342-3736 or [www.dfs.ny.gov](http://www.dfs.ny.gov).

**New York Residents Income Disclosure:** If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt: supplemental security income (SSI); social security; public assistance (welfare); spousal support, maintenance (alimony) or child support; unemployment benefits; disability benefits; workers' compensation benefits; public or private pensions; veterans' benefits; federal student loans, federal student grants, and federal work study funds; and ninety percent of your wages or salary earned in the last sixty days.

**Oregon Residents:** There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and telephone number of an organization near you, please call 211 or visit [www.oregonhomeownersupport.gov](http://www.oregonhomeownersupport.gov). If you need help finding a lawyer, consult the Oregon State Bar's Lawyer Referral Service online at [www.oregonstatebar.org](http://www.oregonstatebar.org) or by calling 503-684-3763 (in the Portland metropolitan area) or toll-free elsewhere in Oregon at 800-452-7636. Free legal assistance may be available if you are very low income. For more information and a directory of legal aid programs, go to [www.oregonlawhelp.org](http://www.oregonlawhelp.org).

**North Carolina Residents:** Nationstar Mortgage LLC is licensed by the North Carolina Commissioner of Banks, Mortgage Lender License L-103450. Nationstar Mortgage LLC is also licensed by the North Carolina Department of Insurance, Permit Number 105369, 112715, 105368, 111828, 112953, and 112954. If you believe a Loss Mitigation request has been wrongly denied, you may file a complaint with the North Carolina Office of the Commissioner of Banks website [www.nccob.gov](http://www.nccob.gov).

**Texas Residents:** COMPLAINTS REGARDING THE SERVICING OF A MORTGAGE SHOULD BE SENT TO THE DEPARTMENT OF SAVINGS AND MORTGAGE LENDING, 2601 NORTH LAMAR, SUITE 201, AUSTIN TX 78705. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT 877-276-5550. A complaint form and instructions may be downloaded and printed from the Department's website located at [www.sml.texas.gov](http://www.sml.texas.gov) or obtained from the department upon request by mail at the address above, by telephone at its toll-free consumer hotline listed above, or by email at [smlinfo@sml.texas.gov](mailto:smlinfo@sml.texas.gov).