

AUXILIARY DOCUMENTS

To Accompany MSC
Statement of Plaintiff,
Rance S. Yamagishi

YAMAGISHI v. NATIONSTAR, et al
RG-19015807

Dpt. 303
Hon. Judge Thomas Rasch
June 7, 2019

**IN THE YVANOVA COURT, CALIFORNIA SUPREME COURT JUSTICES
OPINED IN 2016 (excerpt):**

"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."

AND

"Banks are neither private attorneys general nor bounty hunters, armed with a roving commission to seek out defaulting homeowners and take away their homes in satisfaction of some other bank's deed of trust."

-- SUPREME COURT OF CALIFORNIA Justices,
YVANOVA v. NEW CENTURY MORTGAGE CORPORATION, et al.;
2 Cal.4th 919, 938; 199 Cal. Rptr. 3d 66, 365 P.3d 845 (2016)]

See analysis of California's non-judicial foreclosure cases post-Yvanova [HERE](#).

The YVANOVA decision is binding on lower California courts, however too many courts and lawyers seem to insist the principle in YVANOVA applies ONLY to "borrowers" whose homes have already completed a foreclosure sale at auction and hence does not apply to "borrowers" in which the ill-fated trustee sale has NOT YET HAPPENED...i.e. that "Yvanova is a post-foreclosure case only and can't be argued PRE-foreclosure." Oh, even if the publicly recorded assignments in the chain of title were recorded months and years prior to foreclosure, and the Yvanova court based their opinion primarily on an assignment of deed of trust document that was just as void before the auction as afterwards??? REALLY?

This erroneous idea is best illustrated in an allegory:

On the ski slopes there's a hill for sledding. Sam is on his sled at the top of the steepest run; his sled has hand controlled steering. Unbeknownst to Sam his steering controls have been rigged and someone or even an automatic robotic program disables his steering just as he takes off down the slippery slope. His hollers of happiness turn into shrieks of terror as he tries to steer and can't. His boots can't slow down the sled and he's heading straight into a pile of massive granite boulders way down at the bottom of the very long hill. He waves he shouts he cries for help but everyone on the slopes and especially the employees of the resort just smile and wave back.

Bartender in the lodge: "It's a dandy place to work! People are sledding and having a great time, yessir! Oh yeah that guy? No, we just wave and smile at them as they pass by.... Look, people head straight down without steering all the time.. it's beyond my pay grade to fathom why in the Sam Hill they do it that way .. but anyway can I get you another drink?"

Finally, quite predictably, there's a massive collision of sled crashing into boulders the size of cars and Sam is a wreck: broken bones, a major concussion and bleeding badly.

"Oh my god!" People and employees rush over. "Sam, you've been DAMAGED!"

"You think?" Sam manages to mutter after coming to from the impact .. "Where the heck was ski patrol .. why didn't anyone even try .. these boulders ... my steering broke at the top of the hill... I yelled the whole way,... this is ..."

"Well pick yourself up ... try to stop all that bleeding will you ... Look Sam, you've just been officially "damaged." You're now at the bottom of the hill after a close encounter with a pile of granite! So congratulations Sam! The damage HAS been done! Off you go now, march on over to the court and file a lawsuit -- you're now able to plead that the forces of gravity have prevailed absent any counterforce to alter its course, and your wretched condition is proof positive. Here, put you hand up like this and hold your eyeball in its socket.. there you go. The courthouse is that way. Oh here's a stick and some rags to splint your own leg -- hike on man! Sam, its your lucky day."

TSVETANA YVANOVA, Plaintiff and Appellant,

v.

NEW CENTURY MORTGAGE CORPORATION et al., Defendants and Respondents.

No. S218973.

Supreme Court of California.

February 18, 2016.

[see 927 928, p. 4]

922 *922 Tsvetana Yvanova, in pro. per.; Law Offices of Richard L. Antognini and Richard L. Antognini for Plaintiff and Appellant.

Law Office of Mark F. Didak and Mark F. Didak as Amici Curiae on behalf of Plaintiff and Appellant.

Kamala D. Harris, Attorney General, Nicklas A. Akers, Assistant Attorney General, Michele Van Gelderen and Sanna R. Singer, Deputy Attorneys General, for Attorney General of California as Amicus Curiae on behalf of Plaintiff and Appellant.

Lisa R. Jaskol; Kent Qian; and Hunter Landerholm for Public Counsel, National Housing Law Project and Neighborhood Legal Services of Los Angeles County as Amici Curiae on behalf of Plaintiff and Appellant.

The Sturdevant Law Firm and James C. Sturdevant for National Association of Consumer Advocates and National Consumer Law Center as Amici Curiae on behalf of Plaintiff and Appellant.

923 *923 The Arkin Law Firm, Sharon J. Arkin; Arbogast Law and David M. Arbogast for Consumer Attorneys of California as Amicus Curiae on behalf of Plaintiff and Appellant.

Houser & Allison, Eric D. Houser, Robert W. Norman, Jr., Patrick S. Ludeman; Bryan Cave, Kenneth Lee Marshall, Nafiz Cekirge, Andrea N. Winternitz and Sarah Samuelson for Defendants and Respondents.

Pfeifer & De La Mora and Michael R. Pfeifer for California Mortgage Bankers Association as Amicus Curiae on behalf of Defendants and Respondents.

Denton US and Sonia Martin for Structured Finance Industry Group, Inc., as Amicus Curiae on behalf of Defendants and Respondents.

Goodwin Proctor, Steven A. Ellis and Nicole S. Tate-Naghi for California Bankers Association as Amicus Curiae on behalf of Defendants and Respondents.

Wright, Finlay & Zak and Jonathan D. Fink for American Legal & Financial Network and United Trustees Association as Amici Curiae on behalf of Defendants and Respondents.

OPINION

WERDEGAR, J. —

The collapse in 2008 of the housing bubble and its accompanying system of home loan securitization led, among other consequences, to a great national wave of loan defaults and foreclosures. One key legal issue arising out of the collapse was whether and how defaulting homeowners could challenge the validity of the chain of assignments involved in securitization of their loans. We granted review in this case to decide one aspect of that question: whether the borrower on a home loan secured

73 Cal.App.4th 668, 677 [86 Cal.Rptr.2d 490].) While it is the trustee who formally initiates the nonjudicial foreclosure, by recording first a notice of default and then a notice of sale, the trustee may take these steps only at the direction of the person or entity that currently holds the note and the beneficial interest under the deed of trust—the original beneficiary or its assignee—or that entity's agent. (§ 2924, subd. (a)(1) [notice of default may be filed for record only by "[t]he trustee, mortgagee, or beneficiary"]; *Kachlon v. Markowitz* (2008) 168 Cal.App.4th 316, 334 [85 Cal.Rptr.3d 532] [when borrower defaults on the debt, "the beneficiary may declare a default and make a demand on the trustee to commence foreclosure"]; *Santens v. Los Angeles Finance Co.* (1949) 91 Cal.App.2d 197, 202 [204 P.2d 619] [only a person entitled to enforce the note can foreclose on the deed of trust].)

Defendants emphasize, correctly, that a borrower can generally raise no objection to assignment of the note and deed of trust.

→ A promissory note is a negotiable instrument the lender may sell without notice to the borrower. (*Creative Ventures, LLC v. Jim Ward & Associates* (2011) 195 Cal.App.4th 1430, 1445-1446 [126 Cal.Rptr.3d 564].) The deed of trust, moreover, is inseparable from the note it secures, and follows it even without a separate assignment. (§ 2936; *Cockerell v. Title Ins. & Trust Co.* (1954) 42 Cal.2d 284, 291 [267 P.2d 16]; *U.S. v. Thornburg* (9th Cir. 1996) 82 F.3d 886, 892.) In accordance with this general law, the note and deed of trust in this case provided for their possible assignment.

928 A deed of trust may thus be assigned one or multiple times over the life of the loan it secures. But if the borrower defaults on the loan, only the current *928 beneficiary may direct the trustee to undertake the nonjudicial foreclosure process. "[O]nly the 'true owner' or 'beneficial holder' of a Deed of Trust can bring to completion a nonjudicial foreclosure under California law." (*Barrionuevo v. Chase Bank, N.A.* (N.D. Cal. 2012) 885 F.Supp.2d 964, 972; see *Herrera v. Deutsche Bank National Trust Co.* (2011) 196 Cal.App.4th 1366, 1378 [127 Cal.Rptr.3d 362] [bank and reconveyance company failed to establish they were current beneficiary and trustee, respectively, and therefore failed to show they "had authority to conduct the foreclosure sale"]; cf. *U.S. Bank National Assn. v. Ibanez* (2011) 458 Mass. 637 [941 N.E.2d 40, 51] [under Mass. law, only the original mortgagee or its assignee may conduct nonjudicial foreclosure sale].)

In itself, the principle that only the entity currently entitled to enforce a debt may foreclose on the mortgage or deed of trust securing that debt is not, or at least should not be, controversial. It is a "straightforward application[] of well-established commercial and real-property law: a party cannot foreclose on a mortgage unless it is the mortgagee (or its agent)." (Levitin, *The Paper Chase: Securitization, Foreclosure, and the Uncertainty of Mortgage Title* (2013) 63 Duke L.J. 637, 640.) Describing the copious litigation arising out of the recent foreclosure crisis, a pair of commentators explained: "While plenty of uncertainty existed, one concept clearly emerged from litigation during the 2008-2012 period: in order to foreclose a mortgage by judicial action, one had to have the right to enforce the debt that the mortgage secured. It is hard to imagine how this notion could be controversial." (Whitman, *Foreclosing on Nothing: The Curious Problem of the Deed of Trust Foreclosure Without Entitlement to Enforce the Note* (2013) 66 Ark. L.Rev. 21, 23, fn. omitted.)

More subject to dispute is the question presented here: under what circumstances, if any, may the borrower challenge a nonjudicial foreclosure on the ground that the foreclosing party is not a valid assignee of the original lender? Put another way, does the borrower have standing to challenge the validity of an assignment to which he or she was not a party?^[3] We proceed to that issue.

929 *929 **II. Borrower Standing to Challenge an Assignment as Void**

(2) A beneficiary or trustee under a deed of trust who conducts an illegal, fraudulent or willfully oppressive sale of property may be liable to the borrower for wrongful foreclosure. (*Chavez v. Indymac Mortgage Services* (2013) 219 Cal.App.4th 1052, 1062 [162 Cal.Rptr.3d 382]; *Munger v. Moore* (1970) 11 Cal.App.3d 1, 7 [89 Cal.Rptr. 323].)^[4] A foreclosure initiated by one with no authority to do so is wrongful for purposes of such an action. (*Barrionuevo v. Chase Bank, N.A.*, *supra*, 885 F.Supp.2d at pp. 973-974; *Ohlendorf v. American Home Mortgage Servicing* (E.D. Cal. 2010) 279 F.R.D. 575, 582-583.) As explained in part I, *ante*, only the original beneficiary, its assignee or an agent of one of these has the authority to instruct the trustee to initiate and complete a nonjudicial foreclosure sale. The question is whether and when a wrongful foreclosure plaintiff may challenge the authority of one who claims it by assignment.

7. A

Wherever note goes, so does mortgage.

From Permanent Editorial Board for the Uniform Commercial Code, "Application of the Uniform Commercial Code to Selected Issues Relating to Mortgage Notes":

Recorded assignment of mortgage is not required to establish a party's right to enforcement of a note because mortgage automatically follows assignment of a note under § 9-203(g) of UCC.

Key inquiry is who can enforce the note.

See, e.g., *Bank of New York v. Raftogianis*, 418 N.J. Super. 323, 355-56 (N.J. Ch. Div. 2010).

"We conclude that when MERS is the named beneficiary and a different entity owns the promissory note, the note and the deed of trust are split, making nonjudicial foreclosure by either improper."

Edelstein v. Bank of New York Mellon, 286 P.3d 249 (Nev. 2012)

"However, any **split is cured when the promissory note and deed of trust are reunified.**" *Id.*

"[S]plitting a note from a deed of trust is not problematic as long as, at the time of foreclosure, the party attempting to foreclose holds the note or is acting on behalf of the note-holder."

Bavand v. OneWest Bank, FSB, 2013 WL 1208997 (W.D. Wash. 2013)

"Massachusetts allows a mortgage to be split from its underlying note, and where, as here, MERS possesses a legal interest in [the] mortgage, such an interest is assignable."

Butler v. Deutsche Bank Trust Co., 2014 WL 1328296 (C.A.1 (Mass.) 2014)

"[T]his **only means that the holder of the mortgage has no right to enforce the mortgage, if the holder does not also hold the promissory note.**"

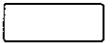
Altier v. FNMA, 2013 WL 6388521 (N.D. Fla. 2013)

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Foreclosure Law and MERS

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California Commercial Code Section 3104

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CA Com Code § 3104 (2017)

(a) Except as provided in subdivisions (c) and (d), "negotiable instrument" means an unconditional promise or order to pay a fixed amount of money, with or without interest or other charges described in the promise or order, if it is all of the following:

(1) Is payable to bearer or to order at the time it is issued or first comes into possession of a holder.

(2) Is payable on demand or at a definite time.

(3) Does not state any other undertaking or instruction by the person promising or ordering payment to do any act in addition to the payment of money, but the promise or order may contain (i) an undertaking or power to give, maintain, or protect collateral to secure payment, (ii) an authorization or power to the holder to confess judgment or realize on or dispose of collateral, or (iii) a waiver of the benefit of any law intended for the advantage or protection of an obligor.

(b) "Instrument" means a negotiable instrument.

(c) An order that meets all of the requirements of subdivision (a), except paragraph (1), and otherwise falls within the definition of "check" in subdivision (f) is a negotiable instrument and a check.

(d) A promise or order other than a check is not an instrument if, at the time it is issued or first comes into possession of a holder, it contains a conspicuous statement, however expressed, to the effect that the promise or order is not negotiable or is not an instrument governed by this division.

(e) An instrument is a "note" if it is a promise and is a "draft" if it is an order. If an instrument falls within the definition of both "note" and "draft," a person entitled to enforce the instrument may treat it as either.

(f) "Check" means (1) a draft, other than a documentary draft, payable on demand and drawn on a bank, (2) a cashier's check or teller's check, or (3) a demand draft. An instrument may be a check even though it is described on its face by another term, such as "money order."

(g) "Cashier's check" means a draft with respect to which the drawer and drawee are the same bank or branches of the same bank.

(h) "Teller's check" means a draft drawn by a bank (1) on another bank, or (2) payable at or through a bank.

(i) "Traveler's check" means an instrument that (1) is payable on demand, (2) is drawn on or payable at or through a bank, (3) is designated by the term "traveler's check" or by a substantially similar term, and (4) requires, as a condition to payment, a countersignature by a person whose specimen signature appears on the instrument.

(j) "Certificate of deposit" means an instrument containing an acknowledgment by a bank that a sum of money has been received by the bank and a promise by the bank to repay the sum of money. A certificate of deposit is a note of the bank.

(k) "Demand draft" means a writing not signed by a customer that is created by a third party under the purported authority of the customer for the purpose of charging the customer's account with a bank. A demand draft shall contain the customer's account number and may contain any or all of the following:

(1) The customer's printed or typewritten name.

(2) A notation that the customer authorized the draft.

(3) The statement "No Signature Required" or words to that effect.

California Commercial Code Section 3302



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CA Com Code § 3302 (2017)

(a) Subject to subdivision (c) and subdivision (d) of Section 3106, "holder in due course" means the holder of an instrument if both of the following apply:

(1) The instrument when issued or negotiated to the holder does not bear such apparent evidence of forgery or alteration or is not otherwise so irregular or incomplete as to call into question its authenticity.

(2) The holder took the instrument (A) for value, (B) in good faith, (C) without notice that the instrument is overdue or has been dishonored or that there is an uncured default with respect to payment of another instrument issued as part of the same series, (D) without notice that the instrument contains an unauthorized signature or has been altered, (E) without notice of any claim to the instrument described in Section 3306, and (F) without notice that any party has a defense or claim in recoupment described in subdivision (a) of Section 3305.

(b) Notice of discharge of a party, other than discharge in an insolvency proceeding, is not notice of a defense under subdivision (a), but discharge is effective against a person who became a holder in due course with notice of the discharge. Public filing or recording of a document does not of itself constitute notice of a defense, claim in recoupment, or claim to the instrument.

(c) Except to the extent a transferor or predecessor in interest has rights as a holder in due course, a person does not acquire rights of a holder in due course of an instrument taken (1) by legal process or by purchase in an execution, bankruptcy, or creditor's sale or similar proceeding, (2) by purchase as part of a bulk transaction not in ordinary course of business of the transferor, or (3) as the successor in interest to an estate or other organization.

(d) If, under paragraph (1) of subdivision (a) of Section 3303, the promise of performance that is the consideration for an instrument has been partially performed, the holder may assert rights as a holder in due course of the instrument only to the fraction of the amount payable under the instrument equal to the value of the partial performance divided by the value of the promised performance.

(e) If (1) the person entitled to enforce an instrument has only a security interest in the instrument and (2) the person obliged to pay the instrument has a defense, claim in recoupment, or claim to the instrument that may be asserted against the person who granted the security interest, the person entitled to enforce the instrument may assert rights as a holder in due course only to an amount payable under the instrument which, at the time of enforcement of the instrument, does not exceed the amount of the unpaid obligation secured.

(f) To be effective, notice shall be received at a time and in a manner that gives a reasonable opportunity to act on it.

(g) This section is subject to any law limiting status as a holder in due course in particular classes of transactions.

(Repealed and added by Stats. 1992, Ch. 914, Sec. 6. Effective January 1, 1993.)

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CA Com Code § 3501 (2017)

(a) "Presentment" means a demand made by or on behalf of a person entitled to enforce an instrument (1) to pay the instrument made to the drawee or a party obliged to pay the instrument or, in the case of a note or accepted draft payable at a bank, to the bank, or (2) to accept a draft made to the drawee.

(b) The following rules are subject to Division 4 (commencing with Section 4101), agreement of the parties, and clearinghouse rules and the like:

(1) Presentment may be made at the place of payment of the instrument and shall be made at the place of payment if the instrument is payable at a bank in the United States; may be made by any commercially reasonable means, including an oral, written, or electronic communication; is effective when the demand for payment or acceptance is received by the person to whom presentment is made; and is effective if made to any one of two or more makers, acceptors, drawees, or other payors.

(2) Upon demand of the person to whom presentment is made, the person making presentment shall (A) exhibit the instrument, (B) give reasonable identification and, if presentment is made on behalf of another person, reasonable evidence of authority to do so, and (C) sign a receipt on the instrument for any payment made or surrender the instrument if full payment is made.

(3) Without dishonoring the instrument, the party to whom presentment is made may (A) return the instrument for lack of a necessary indorsement, or (B) refuse payment or acceptance for failure of the presentment to comply with the terms of the instrument, an agreement of the parties, or other applicable law or rule.

(4) The party to whom presentment is made may treat presentment as occurring on the next business day after the day of presentment if the party to whom presentment is made has established a cutoff hour not earlier than 2 p.m. for the receipt and processing of instruments presented for payment or acceptance and presentment is made after the cutoff hour.

(Repealed and added by Stats. 1992, Ch. 914, Sec. 6. Effective January 1, 1993.)

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California Commercial Code Section 3118

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CA Com Code § 3118 (2017)

- (a) Except as provided in subdivision (e), an action to enforce the obligation of a party to pay a note payable at a definite time shall be commenced within six years after the due date or dates stated in the note or, if a due date is accelerated, within six years after the accelerated due date.
- (b) Except as provided in subdivision (d) or (e), if demand for payment is made to the maker of a note payable on demand, an action to enforce the obligation of a party to pay the note shall be commenced within six years after the demand. If no demand for payment is made to the maker, an action to enforce the note is barred if neither principal nor interest on the note has been paid for a continuous period of 10 years.
- (c) Except as provided in subdivision (d), an action to enforce the obligation of a party to an unaccepted draft to pay the draft shall be commenced within three years after dishonor of the draft or 10 years after the date of the draft, whichever period expires first.
- (d) An action to enforce the obligation of the acceptor of a certified check or the issuer of a teller's check, cashier's check, or traveler's check shall be commenced within three years after demand for payment is made to the acceptor or issuer, as the case may be.
- (e) An action to enforce the obligation of a party to a certificate of deposit to pay the instrument shall be commenced within six years after demand for payment is made to the maker, but if the instrument states a due date and the maker is not required to pay before that date, the six-year period begins when a demand for payment is in effect and the due date has passed.
- (f) An action to enforce the obligation of a party to pay an accepted draft, other than a certified check, shall be commenced (1) within six years after the due date or dates stated in the draft or acceptance if the obligation of the acceptor is payable at a definite time, or (2) within six years after the date of the acceptance if the obligation of the acceptor is payable on demand.
- (g) Unless governed by other law regarding claims for indemnity or contribution, an action (1) for conversion of an instrument, for money had and received, or like action based on conversion, (2) for breach of warranty, or (3) to enforce an obligation, duty, or right arising under this division and not governed by this section shall be commenced within three years after the cause of action accrues.

(Repealed and added by Stats. 1992, Ch. 914, Sec. 6. Effective January 1, 1993.)

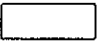
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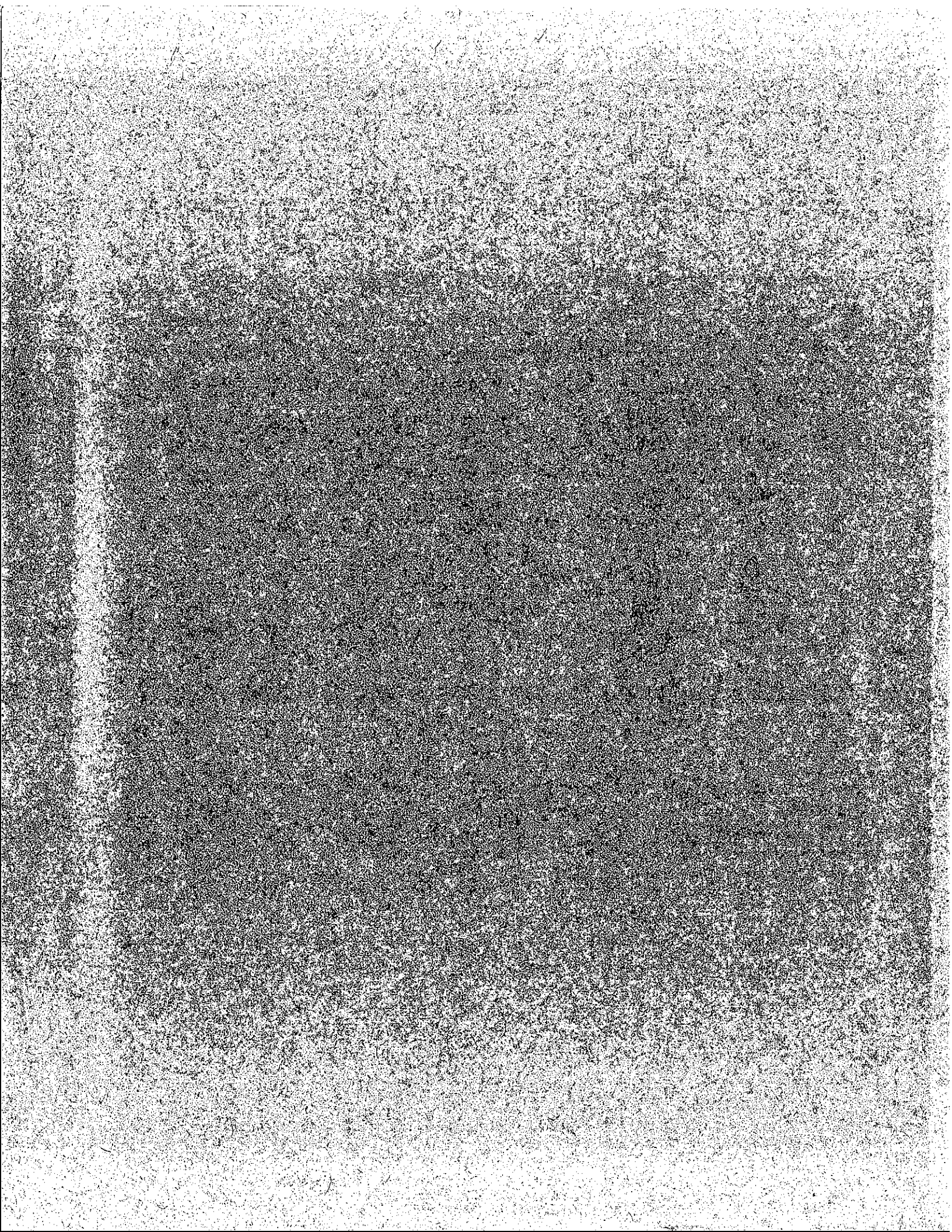
California Commercial Code Section 9203

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CA Com Code § 9203 (2017)

- (a) A security interest attaches to collateral when it becomes enforceable against the debtor with respect to the collateral, unless an agreement expressly postpones the time of attachment.
- (b) Except as otherwise provided in subdivisions (c) to (i), inclusive, a security interest is enforceable against the debtor and third parties with respect to the collateral only if each of the following conditions is satisfied:
- (1) Value has been given.
 - (2) The debtor has rights in the collateral or the power to transfer rights in the collateral to a secured party.
 - (3) One of the following conditions is met:
 - (A) The debtor has authenticated a security agreement that provides a description of the collateral and, if the security interest covers timber to be cut, a description of the land concerned.
 - (B) The collateral is not a certificated security and is in the possession of the secured party under Section 9313 pursuant to the debtor's security agreement.
 - (C) The collateral is a certificated security in registered form and the security certificate has been delivered to the secured party under Section 8301 pursuant to the debtor's security agreement.
 - (D) The collateral is deposit accounts, electronic chattel paper, investment property, letter-of-credit rights, or electronic documents and the secured party has control under Section 7106, 9104, 9105, 9106, or 9107 pursuant to the debtor's security agreement.
 - (c) Subdivision (b) is subject to Section 4210 on the security interest of a collecting bank, Section 5118 on the security interest of a letter-of-credit issuer or nominated person, Section 9110 on a security interest arising under Division 2 (commencing with Section 2101) or Division 10 (commencing with Section 10101), and Section 9206 on security interests in investment property.
 - (d) A person becomes bound as debtor by a security agreement entered into by another person if, by operation of law other than this division or by contract, either of the following conditions is satisfied:
 - (1) The security agreement becomes effective to create a security interest in the person's property.
 - (2) The person becomes generally obligated for the obligations of the other person, including the obligation secured under the security agreement, and acquires or succeeds to all or substantially all of the assets of the other person.
 - (e) If a new debtor becomes bound as debtor by a security agreement entered into by another person, both of the following apply:
 - (1) The agreement satisfies paragraph (3) of subdivision (b) with respect to existing or after-acquired property of the new debtor to the extent the property is described in the agreement.
 - (2) Another agreement is not necessary to make a security interest in the property enforceable.
 - (f) The attachment of a security interest in collateral gives the secured party the rights to proceeds provided by Section 9315 and is also attachment of a security interest in a supporting obligation for the collateral.
 - (g) The attachment of a security interest in a right to payment or performance secured by a security interest or other lien on personal or real property is also attachment of a security interest in the security interest, mortgage, or other lien.
 - (h) The attachment of a security interest in a securities account is also attachment of a security interest in the security entitlements carried in the securities account.



Renee Shizue Yamagishi AKA Renee Shizue Ramos
2703 Mathews Street, Berkeley, California 94702
ryamagishi@gmail.com

February 11, 2019

Nationstar Mortgage LLC dba Mr. Cooper
c/o Reed Smith LLP
355 So. Grand Avenue # 2900, Los Angeles, CA 90071
Attn: Attorneys Raffi Kassabian, Christopher Butler, Abraham Colman

SETTLEMENT OFFER

PARTY #1: RENEE SHIZUE YAMAGISHI aka RENEE SHIZUE RAMOS ("RAMOS-YAMAGISHI")

PARTY #2: NATIONSTAR MORTGAGE LLC dba MR. COOPER ("NATIONSTAR")

Dear Authorized Representatives of Nationstar Mortgage LLC dba Mr. Cooper ("NATIONSTAR"): Managing-level employee(s) with authority to decide the offer herein made, and attorneys of record for NATIONSTAR:

Please note the context of the below formal offer to settle is made and offered by and from Party #1 RAMOS-YAMAGISHI in her capacity as a living woman, residing in and in lawful possession of the real property commonly known as "2703 Mathews Street, Berkeley, California 94702 in the County of Alameda," which is a house and home owned and occupied continually by herself and/or her immediate family and parents since 1965; and made to and offered as a settlement for consideration by Party #2 NATIONSTAR.

To counsel and management for NATIONSTAR, please also reference your records of the case and controversy as to the most recent verbal telephonic conference engaged in by both parties in an exploratory mediation phone conference held on October 30th and again on November 2nd, 2018; with the assistance on the call from the manager for our local district federal court's mediation unit, a Mr. Howard Herman. In attendance on the call was Ms. Fay Janati of Nationstar and legal counsel for Nationstar Mr. Christopher Butler of Reed Smith LLP. *

RAMOS-YAMAGISHI, Party #1, hereby offers \$270,369.11 (Two-Hundred-Seventy-Thousand-Three-Hundred-Sixty-Nine-and-11/100 Dollars USD) payable to NATIONSTAR. Party #2, NATIONSTAR, may take this as the current "counteroffer" on the table, to the opening offer presented by Fay Janati by phone on November 2, 2018, of \$666,418.13.

The above offer expires at 2:30 pm WEDNESDAY, FEBRUARY 13, 2019.

Sincerely,



* FedExed with transcript of conferences -ry

Renee Shizue Yamagishi, the living woman for the rights and interests of RENEE SHIZUE YAMAGISHI AKA RENEE SHIZUE RAMOS

FedEx ETA 10:30 AM 2/12/19
offer Letter
2/11/19 Email
ADR #1 transcript
ADR #2 "
Aztec Papers



FedEx Office

Address: 5895 CHRISTIE AVE
EMERYVILLE
CA 94608

Location: JENKO
Device ID: -BTC02
Transaction: 930222688488

FedEx Priority Overnight 40.20
785441385007 0.7 lbs. (S)
Declared Value 0

Recipient Address:
→ C/O Reed Smith LLP
Nationstar Mortgage LLC
355 S GRAND AVE STE 2900
LOS ANGELES, CA 90071-1514
0000000000

Scheduled Delivery Date 2/12/2019

Pricing option:
ONE RATE

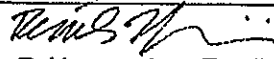
Package Information:
FedEx Envelope

Shipment subtotal: \$40.20
Total Due: \$40.20
(S) CreditCard: \$40.20
*****4788

TS-14-00158 Address: 2703 Mathews St., Berkeley CA 94702 [Ref: YAMAGISHI v NATIONSTAR MORTGAGE LLC, et al, #18-906713, Alameda County Sup. Ct.]

i message

Renee Yamagishi <ryamagishi@gmail.com>



Mon, Feb 11, 2019 at 12:19 AM

To: Angie Marth <amarth@logs.com>, "Darlene P. Hernandez, Esq." <dherandez@logs.com>, Elaine Malone <emalone@logs.com>, aconnolly@logs.com

Cc: "Butler, Christopher M." <CButler@reedsmith.com>, acolman@reedsmith.com, rkassabian@reedsmith.com

Good Day counselors,

Happy New Year, 2019 upon us already:

Assuming the Aztectrustee.com sales report page is current, our home and property referenced above is still slated for a 2/19/2019 trustee sale. By now, we are two months shy of the FIVE year mark, of active litigation against Nationstar and Aztec's foreclosure attempts, therefore counselors less familiar than Ms. Marth and Ms. Hernandez (i.e. Reed Smith LLP lawyers) may appreciate my communication here, whereas Aztec Foreclosure and Nationstar as clients should expect our consistent defense of home and dwelling; gesturing (yet again and ongoing) towards a well-reasoned and balanced, as well as ACTUAL exploration of good faith settlement.

By now all parties should be aware -- but just to update all parties: my position has not changed with regards to retaining our home and settling the adverse claims of any claims to lien interest stemming from that June 26, 2006 Note-and-Deed-of-Trust entered by my signature in favor of one Aegis Lending Corporation; such that a settlement between all current relevant parties would result in that 6/26/2006 wet-ink-signature-launched controversy to be forever-ended by such a settlement.

While "rescission" is not the correct legal term here, the concept should be clear to counselors, but forgive my layman's terms please let me make it plain: I and my entire Ramos-Yamagishi family WISH WE COULD return to a point in time when we NEVER allowed Aegis Lending Corporation into our lives and our home initially that fateful day in June (by way of Aegis' notary who brought the "loan documents" to our kitchen table to sign). Therefore, as in customary rescissions of contracts, for example, both parties effectuate a "return to the status quo" prior to ever entering the contract, and to effectively "unwind" the transaction, restoring both parties to the same status as before they ever entered a jot or tittle of a signature on any document!

Certainly we are now referring to an original "transaction" that dates back more than twelve years ago, with just shy of the last five years in litigation, preceded by the prior five years before that dotted with six loan modification applications all denied, ^{lesmie} proof of my ability to pay a very reasonable if not the same payment as pled under penalty of perjury by myself in all legal pleadings filed into the courts: (four loan mod denials with BofA Corp servicer entities and

two with the prior Wilshire Credit Corp who was actually a BofA Corp entity as well at the time). So we have a more complex array of costs and considerations on all sides in such a long drawn out timeline including almost half of such timeline "begging" to pay BofA entities but being refused. It is a double sting (or triple) for the claim against us to effectively charge us for the entire 56 months of continual excruciating anguish at the hands of BofA who refused taking our money in favor of throwing every tactic our way to take our home and shelter instead!

The anguishing fight cost me a successful healing practice of ~~almost~~^{over} 8 solid years because of the debilitating stress -- all extremely well documented with client references (who include MDs, lawyers, public officials and upstanding local entrepreneurs all sorry I got too sick and too busy learning the law, to run my business -- it died.) By the way, the 56 months are counted from December 1, 2008 to July 31, 2013 when Nationstar formally took on "servicing" from BofA by way of "service-transfer." [LMDD#1-4 "Loan Mod Debacles & Denials - page 26 <https://drive.google.com/file/d/0B75w1kK1813oZWhuS01makdMREU/view?usp=sharing>

At this time, again nearing the five-year mark of protracted litigation; current counsel for Nationstar / Wilmington / M&T Bank, i.e., Reed Smith LLP lawyers, are aware that we held a two-part telephonic "exploratory ADR" with a Mr. Howard Herman, court mediation manager at our local federal district court; on October 30 and November 2, 2018. I have long circled around that conversation and examined it from several perspectives.

At this time I wish to alert counselors that though we are technically between active litigation, we certainly have a public record and paper trail of unresolved conflict and controversy that appears to leave both sides found wanting to clear our good names and correct ourselves to convince public scrutiny and arguably any court of law, as to whether or not a trustee sale based on THAT February 2018 Notice of Default, would in fact be a lawful and legally compliant trustee sale (please see the attached preliminary injunction the court granted after consideration of the merits pled on both our sides).

Furthermore, please review California Homeowners' Bill of Rights for the demarcation line, if you will, for treble* damages (or \$50,000 whichever is greater) which kicks in upon the filing of the Trustee's Deed Upon Sale into the public records -- IF upon complaint and review post-sale, the court would find that any (or even a single) violation of CalHBOR was committed along the way leading to that specific TDUS being recorded, or in the language of Calif Civil Code: "... as a direct and proximate result" of [a violation of CalHBOR.]

* Treble Plaintiff's Equity = \$1 M: Faye Janati "999 K - 666 K = 333 K (3) = \$999 K = \$1 M.

At Law Judicial

[Attached # 3]

I am sincerely - yes VERY SINCERELY - attempting to avoid a treble damages suit (plus attorney fees awarded pursuant to the same CalHBOR, along with the grave increase in damages for willful and negligent conduct) against your clients as a result of that specific demarcation line, i.e. the filing of a TDUS in the face of or subsequent to an UNCORRECTED violation of CalHBOR that preceded it; in defiance or contravention of the court order upon consideration of the merits no less! Whether the case is currently active or not cannot cure the fact that Nationstar has NEVER come into compliance so has never earned the right to motion for its dissolution. How can this fact not form part of my discovery in a suit for damages were you to hold a trustee sale?

Please take careful note herein counselors that what choice would I have but to protect my and my family's rights? I will be forced to and would, certainly the history of this controversy should make that clear. Therefore take this email (and its subsequent printing and FedEx delivery to you all) as my formal Notice of Intent to Sue for damages to the fullest extent of the law IF YOUR CLIENTS PROCEED TO TRUSTEE SALE and especially if a TDUS is recorded subsequently for your clients' failure to abide by the injunction as ordered by the court upon its finding of fact, after your clients' failed to bring yourselves into compliance and dissolve THAT August 21, 2018 Injunction.

Please be apprised (or reminded) that the same CalHBOR calls your clients to simply "bring [yourselves] into compliance with statute by correcting [paperwork and/or due diligence requirements, for example] and thus, having come into compliance with CalHBOR, motion to dissolve the injunction." As I have pointed out in the ADR phone conference as well as in at least two emails and another informal phone conversation with counsel for Nationstar, I am and remain baffled why you would not simply "redo" the Notice of Default so that "pre-filing requirements" mandated by governing law (i.e. CalHBOR) are met, thus making all subsequent non-judicial foreclosure procedures lawful at least as per 2924 civil code protocols AND per 2923.5!

In the case of an NOD, this would mean to rescind the one found wanting (filed February 2018) and file a new compliant NOD whose Declaration page would NOT be a perjured document. If you do the math, this sets the soonest possible COMPLIANT trustee sale to about 150 days out from the first "due diligence" meeting by phone between servicer and homeowner.

Clearly, and stated another way, at the risk of annoying counselors, I have been clear and herein remain just as clear that I do and would object to ANY procedures or processes or protocols along the non-judicial foreclosure conveyor belt here, that are and have been conducted as a DIRECT and PROXIMATE RESULT of THAT specific fatally defective February 2018 Notice of Default document! Obviously my entire complaint and TRO and subsequent Injunction is based on this last statement. The case never proceeded to even hearing on demurrer, nor have counselors seen or have any clue what a FAC may comprise from me. This brings us to our current state of affairs - with the addition of the exploratory ADR phone conference while the case was active in the federal court venue.

Please expect this email as a formal Notice of Intent to Sue pursuant to CalHBOR IF A TDUS IS RECORDED; as the first half of the intent of this email and printed correspondence in Fedex.

The second half of this email is to alert counselors that a formal written "Settlement Demand" is forthcoming on the heels of this email; and will be Fedexed overnight to


counselors pronto. Given that time is of the essence with Monday February 18th being Presidents' Day and a court holiday; we have exactly this one work-week to ascertain a likelihood of parties calling 2703 Mathews Street at noon on Tuesday February 19th.

Being that time is of the essence therefore, my formal offer, in writing and Fedexed overnight, necessitates a short and very exactly delineated window of time "on the table" before I must retract it and obtain necessary legal protection from an irreparable harm slated for the 19th, next Tuesday. The full terms will be made quite plain in writing I'm sure upon your perusal.

Therefore, and by all disclosed hereinabove, please look for the expected Fedex package delivered to both law offices: Reed Smith LLP in Los Angeles, and SVESM Law in Costa Mesa.

Thank you, sincerely, 
Renee S. Yamagishi AKA Renee S. Ramos

2-11-19

-
- 1)  RN2018_INJUNCTIONgranted08212018.pdf 258K
 - 2) Dec 2014 (Proposed) SAC, YAMAGISHI v B&A Corp, et al, pp. 26- (google drive file) (mailed only)
 - 3) Transcript & Audio of telephone exploratory ADR 10/30 + 11/2/2018. (mailed separately from this email)
 - 4) Email to SVESM law Re: Aztec's only pending filed into the case. Unanswered by Defendant Aztec nor by their counsel to date
A) Claim of Non Monetary Status document



Renee <ryamagishi@gmail.com>

Revised offer to settle

8 messages

Renee Yamagishi <ryamagishi@gmail.com>
To: "Kassabian, Raffi" <rkassabian@reedsmith.com>

Thu, Feb 14, 2019 at 9:14 AM

Dear Mr. Kassabian,

I appreciate that you have a huge workload -- Mr. Butler candidly took the time to alert me that he was taken off my case and forwarding everything to you at this time. I sincerely wish you the best in juggling more balls.

PLEASE be reminded that yesterday my offer to Nationstar was rejected and you emailed me that the "short payoff" was rejected.

Again I appreciate your clients have a business model but please also appreciate I have been litigating against your client as Plaintiff in a non-judicial foreclosure dispute, since April 2014, and if I can't make any other progress towards settlement besides litigation I am forced to file suit again. So even if I object to my offer being "short" of any legitimate "payoff" I duly owe Nationstar or any entity, I get that your client and your firm rejected my offer as too low.

Therefore I would not agree to your clients calling it "short" and filing a 1099C "Cancellation of Debt" for the balance - thus subjecting me to IRS taxable income on the amount your client's "cancelled" or forgave. The settlement amount has to be agreed as the amount of a settlement to a legal dispute - not to a "short" payoff on any mortgage-debt or any type of debt. I dispute that Nationstar is the creditor or that they represent a lawful creditor of the June 26, 2006 Note to Aegis Lending Corporation.

Therefore If your client Nationstar will agree to accept monies from me without saddling me with tax charges from a 1099C or any such tax implications - such that they can receive the monies as settlement to the legal controversy; then I can raise my offer - make sense?

My family and I have decided we would sell our home on the open market this after doing some cosmetic improvements and have it ready for the market (showing empty in the main house where I now live) by no later than May 22, 2019 and most likely much sooner. Reminder: our home is in the "hot market" of Berkeley California and we will have no trouble finding a buyer at FAIR MARKET VALUE.

My former offer of \$270,369.11 with the additional terms for my tax implications described above, is hereby revised to \$369,270.31 (Three-Hundred-Sixty-Nine-Thousand-Two-Hundred-Seventy-and 31/100 dollars USD). Obviously now, by selling our home, your client can expect the cashier's check or wire transfer in the full amount.

Note: On the current Sales Report at Aztec and SVESM law online, the "opening bid amount" they published is 674,405.00. My CalHBOR complaint refrained from compelling Nationstar to provide the full breakdown for that amount. but I know that my principal loan amount was \$392,700; on an interest only loan which we planned on refinancing to a 30 year fixed upon completion of our major renovation (we almost rebuilt our house from scratch room by room - OUR blood sweat and tears on a 111 year old house, NOT Nationstar's). Nevertheless Nationstar NOW claims that (674,405.00 - 392,700.00 =) 344,705 is the arrears and other fees or escrow or ? . When you divide that by 122 months of "payment stoppage" (Dec 1, 2008 to Jan 31, 2019) that comes to \$2825/month.

I DISPUTE THAT MONTHLY AMOUNT. I NEVER CONTRACTED with Nationstar nor any entity they claim to represent - this has been IN LEGAL DISPUTE, in and out of litigation since December 2008; when the contractual amount OF THE ORIGINAL CONTRACT was still within it's 3-year term of 1955.00/month interest-only payment due. YES WE HAVE BEEN IN DISPUTE BUT THE "CONTRACT" DOESN'T GET TO ARBITRARILY HIKE UP IN FAVOR OF ONE PARTY AND TO THE DETRIMENT TO THE OTHER!

THE CONTRACT "FROZE" WHEN IT WHEN INTO DISPUTE - this is basic contract law and the rules governing dispute resolution generally. PLEASE PLEASE RECALL THAT your client has been "servicing" only since July 31, 2013 But BofA Corp entitles REFUSED my begging them to let me pay them (causing me disabling

distress and costing me my business) for the 56 months PRIOR to your client even knowing my loan existed. Yet your client's claim CHARGES ME for 4 and 1/2 years of damaging debilitating stress when I begged to pay and was refused four loan modifications EGREGIOUSLY despite proving my ability to afford the SAME payment of 1955/mo and MORE.

The subsequent 66 months of "servicing" by your client Nationstar is completely and seamless colored and proven with documentation as myself making formal QWR requests and filing lawsuits to summons appearance and proof of standing of just WHO owns my debt for whom Nationstar acts as debt-collector! NO ONE besides Nationstar EVER has appeared and Nationstar has proven EXACTLY ZERO that it is the agent and debt collector for an injured party with proof of standing. The LAW (UCC article 3 and basic contract law) rules that I do not owe a "phantom" nor do I owe a "debt-collector" --- I would owe an "injured party" who proves its standing.

THIS IS WHY I HAVE USED THE WORD "RANSOM" in offering settlement cash to your client Mr. Kassabian! Precisely because California's legislature, along with about 32 other state legislatures have WHOLLY ABANDONED the United States Constitution at least, when it enacted non-judicial foreclosure as legal and lawful. It is NOT, in my Constitutional Republic, OK? If these 33 States followed rule of law, the Constitution, UCC, and basic contract law would find that Nationstar never has proven there exists an injured party with proof of standing and proof of injury - AND that my 4 lawsuits summoning that phantom entity have proven it NEVER appears to stake its claim - rendering any former debt ABANDONED, pursuant to "Res Nullius Fit Primi Occupantis," Mr. Kassabian. Please take a moment to study this fascinating and correct legal doctrine.

Therefore please note my logical position relative to my ransom offer to settle, however: I dispute your client's claim of a "Reinstatement Amount" of \$344,705 computed for the past 122 months by your client:

Instead please implore your client to consider: (122 months) (\$1955/mo) = \$238,510

344,705 - 238,510 = \$106,195 discrepancy between parties (at minimum)

Therefore: 674,405 (currently claimed by your client for all sums due) MINUS the 106,195 (adjustment) = \$568,210 (compared to their claim of 670,405)

My offer upon sale of house is \$369,270.31, with a difference of almost exactly \$200,000.

AND please remind your client that they have been "servicing" 66 out of 122 months; and their predecessor BofA serviced the first 56 months (not 122!)

Nationstar servicing: 66 months = 54% of the 122-month duration
BofA entities servicing: 56 months = 46% " "

To repeat my offer is revised to **\$369,270.31** with your client waiving all "cancellation of debt" 1099C tax filings - or your client agrees to cover the tax of any cancelled debt on any 1099C form they would file.

This full amount would be payable upon sale of our home which MUST get cosmetic renovations and would be on the market AT THE LATEST May 22, 2019 - though if we got a large enough offer as is it may be much sooner.

Thank you,
Renee S. Yamagishi

Renee Yamagishi <ryamagishi@gmail.com>
To: "Butler, Christopher M." <CButler@reedsmith.com>

Thu, Feb 14, 2019 at 9:15 AM

Mr. Butler, this is just FYI - I have directed this revised offer to Mr. Kassabian.

thank you,
Renee Yamagishi
[Quoted text hidden]

Renee Yamagishi <ryamagishi@gmail.com>

Thu, Feb 14, 2019 at 9:21 AM

To: Dave McCrae <xstek99@gmail.com>

keeping you in the loop Dave.

Please be careful to reply only to me and not to ALL parties, thanks!

tee hee,

Renee

----- Forwarded message -----

From: **Renee Yamagishi** <ryamagishi@gmail.com>

Date: Thu, Feb 14, 2019 at 9:14 AM

Subject: Revised offer to settle

To: Kassabian, Raffi <rkassabian@reedsmith.com>

[Quoted text hidden]

Renee Yamagishi <ryamagishi@gmail.com>

Thu, Feb 14, 2019 at 9:29 AM

To: "Kassabian, Raffi" <rkassabian@reedsmith.com>

I neglected to put a deadline for my offer below, my apologies: This offer below, emailed this morning, expires at 2:30 pm today, Thursday February 14, 2019.

thank you,

Renee S. Yamagishi

----- Forwarded message -----

From: **Renee Yamagishi** <ryamagishi@gmail.com>

Date: Thu, Feb 14, 2019 at 9:14 AM

Subject: Revised offer to settle

To: Kassabian, Raffi <rkassabian@reedsmith.com>

[Quoted text hidden]

Renee Yamagishi <ryamagishi@gmail.com>

Thu, Feb 14, 2019 at 2:17 PM

To: acolman@reedsmith.com

Cc: "Kassabian, Raffi" <rkassabian@reedsmith.com>

Mr. Colman and Mr. Kassabian,

I'm copying Abraham Colman this latest revised offer.

and extending my deadline to 9:00 AM PST , Friday February 15, 2019;

which is the absolute latest I can have it on the table; since Monday is a court holiday and Tuesday Feb. 19, 2019 is the slated trustee sale of our home.

Thank you,

/s/ Renee S. Yamagishi (aka Renee S. Ramos)

----- Forwarded message -----

From: **Renee Yamagishi** <ryamagishi@gmail.com>

Date: Thu, Feb 14, 2019 at 9:14 AM

Subject: Revised offer to settle

To: Kassabian, Raffi <rkassabian@reedsmith.com>

[Quoted text hidden]

Kassabian, Raffi <RKassabian@reedsmith.com>

Thu, Feb 14, 2019 at 4:15 PM

To: Renee Yamagishi <ryamagishi@gmail.com>, "Colman, Abraham J." <AColman@reedsmith.com>

CONFIDENTIAL SETTLEMENT COMMUNICATION

Ms. Yamagishi,

My client rejects your offer below. In an effort to resolve this matter, my client has authorized me to offer you a \$5,000 cash for keys payment. In exchange, you will vacate the property within 30 days of executing the settlement. This offer is subject to our standard settlement terms and conditions and must be reduced to a written agreement. Those terms include a full release and confidentiality. This offer is valid until 5 pm PST on Monday, February 18. Please advise.

Thank you.

Raffi L. Kassabian
+1 213.457.8118
rkassabian@reedsmith.com

Reed Smith LLP
355 South Grand Avenue
Suite 2900
Los Angeles, CA 90071
+1 213.457.8000 Phone
+1 213.457.8080 Fax

[Quoted text hidden]

* * *

This E-mail, along with any attachments, is considered confidential and may well be legally privileged. If you have received it in error, you are on notice of its status. Please notify us immediately by reply e-mail and then delete this message from your system. Please do not copy it or use it for any purposes, or disclose its contents to any other person. Thank you for your cooperation.

Disclaimer Version RS.US.201.407.01

ryamagishi <ryamagishi@gmail.com>
To: "Kassabian, Raffi" <RKassabian@reedsmith.com>

Thu, Feb 14, 2019 at 4:41 PM

Tell your client sorry but there is a grave "failure to grasp the concept" on their part.

Well it's good news for litigators with billable hours! Yay congratulations.

Standby for court information in your inbox first thing tomorrow.

Duration of "Payment Stoppage" + Servicing History

Year	Month	Event / Description	Months
2008	Dec	Bank of America Servicing entities	1 -
2009	Jan	Wilshire Credit Corp. → non-Responsive to Loan Mod Appl. Sale Date after Sale Date...	12 -
	Dec		
2010	Jan	BAC HomeLoan Svc. LP - Denial #1 (Walski) Office of CEO + President BofA Corp - Denial #2 (Anthony Mastrodidi)	12 -
	Dec		
2011	Jan	Bank of America, N.A. - Denial #3 Egregious Bail and Smith (Kyle Kimbro, Underwriting) forced into ch. 13 BK	12 -
	Dec		
2012	Jan	Bank of America, N.A. - Denial #4 "Our creditor determined that it is not in the best financial interests to approve your modification." My proven income was \$600/mo.	12 -
	Dec		
2013	Jan	BofA Corp Serv. 56 mos. ←	7 -
	July 31, 2013		
	Aug 1, 2013		
	Dec, 2013	BANA transferred Servicing to Nationstar as of 7-31-2013	5 -
2014	Jan	April 2014 Quiet Title Action Yamagishi v Bank of Amer, Corp et al	12 -
	Dec		
2015	Jan	Jan 2015 - ch. 13 Bankruptcy	12 -
	Dec		
2016	Jan	July 2016 - Nationstar Motion for Relief	12 -
	Dec		
2017	Jan	March 2017 - Quiet Title Action	12 -
	Dec		
2018	Jan	May 2018 - Cease & Desist Complaint Injunction Granted	12 -
	Dec		
2019	Jan	NATIONSTAR Serv. 66 mos. ←	1

122 Months Total

BofA Corp. Serviced for 56 months

• 56 months = 46% of Timeframe (122 mos.)

Nationstar Serviced of 66 months

• 66 months = 54% of Timeframe (122 mos.)

122 Months
Total
from
Dec 2008
to
Jan 2019
(inclusive)

Original "contract" of the 2006 Aegis Note of
\$1,955.32/mo payment → \$2,000/mo

NATIONSTAR'S OPENING OFFER (Fay Janti) ⇒ \$666,418.13

$\frac{56 \text{ months}}{122} \text{ BAC} = 46\% (666,418.13) = \$306,552.34$ BAC
timeframe
Referencing \$666,418.13

$\frac{66 \text{ months}}{122} \text{ NATIONSTAR} = 54\% (666,418.13) = \$359,865.79$
NATIONSTAR
Timeframe
Referencing \$666,418.13

$\frac{\$359,865.79}{122 \text{ MONTHS}} = \dots$ (666,418.13)

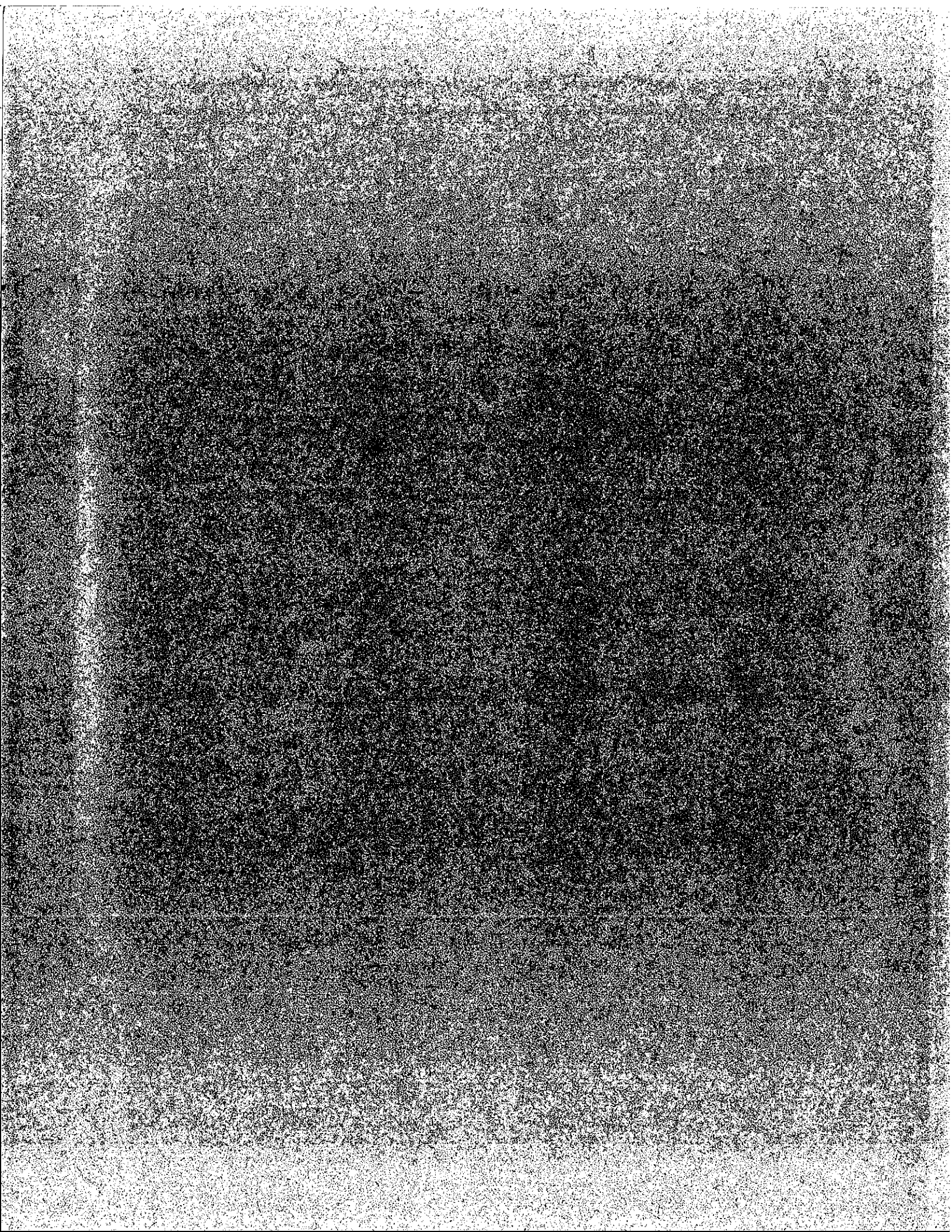
RAMOS-YAMAGUCHI COUNTEROFFER ⇒ \$270,369.11 = 75.1% of \$359,865.79

• If 122 months of "ARREARS" + misc. fees + charges + Principal of \$392,700

Nationstar's
Then 66 months (54% of 122) → = \$666,418.13
And 75% of \$359,865.79 → = \$359,865.79
= \$270,369.11

See Email 2/14/19: Offer increased to \$369,270.31: REJECTED immediately by Nationstar.

Current Offer 2/13/19
Expires Today 2:30 PM



↳ Within 60 Days of Mortgage Service
Transfer From BofA, N.A. to NATIONSTAR:
Reasonable Conclusion that Loan Mod Contract Risky +
Contraindicated.

• 11/13/13 QWR
Letter: Unanswered

• Nationstar
Contradictory +
Totally Defective
Service Response (Aug-Sept. 2013)

• Written + Phone
Exchange w/
Senior Staff Mt Bank (2016)

EXHIBIT

Submitted: Auxiliary Documents
Settlement Conference Statement
6/7/19

Renee S Yamagishi / fka Renee S. Ramos
Property and Mailing Address: 2703 Mathews Street, Berkeley, CA 94704

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.e. after the 12th 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 it's 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

EXIT



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-HE5", 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.

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/hsp/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 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; 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.



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@nationstarmail.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
Berkley, CA 94702

RE: Nationstar Reference Number – Ramos6837
Mortgagor- Renee S. Ramos
Property Address – 2703 Mathews Street, Berkley, 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, 14th 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 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.

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,

A handwritten signature in cursive script that reads "William A. Ward".

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@nationstarmail.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.



~~RECORDED~~

Recording Requested By:
Bank of America, N.A.
Prepared By: Julia Cortez
101 S. Marengo Ave.
Pasadena, CA 91101

When recorded mail to:
CoreLogic
Mail Stop: ASGN
1 CoreLogic Drive
Westlake, TX 76262-9823



DocID# 1222510257414978
Property Address:
2703 Mathews St
Berkeley, CA 94702-2215
CADAST 10001292 7/1/2011 NS0810A

A04
3
AW



2013322510 10/02/2013 02:21 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 28.00



2 PGS

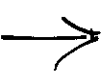
This space for Assignee's use

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 93063 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: 6/26/2006
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 10/12/2013

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

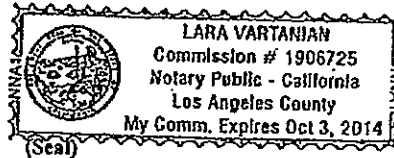
, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), 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

Paul Amador
COUNTY CLERK - RECORDER
ALAMEDA COUNTY, CALIF.

(Addendum)

EXHIBIT L

Verified Complaint to Quiet Title, Yangizhi (Ramos), Renie Shizne v. Nationstar
MORTGAGE LLC



Customer Asset Management
475 Crosspoint Parkway, Getzville, NY 14068

July 1, 2016

Renee Yamagishi
2703 Mathews Street, Derby
Berkeley, California 94702-2215

CFPB case number: 160620-002405

Dear Renee Yamagishi:

M&T Bank ("M&T"), of which Wilmington Trust, NA is a subsidiary company, received your correspondence submitted to the Consumer Financial Protection Bureau ("CFPB") on June 22, 2016. Thank you for the opportunity to respond to your concerns.

M&T confirmed Wilmington Trust, NA it became successor trustee to Citibank, NA, and subsequently trustee of the Merrill Lynch Mortgage Investor Trust, Series 2006-HE5. As trustee, Wilmington Trust, NA is not the servicer of your loan. As a result, Wilmington Trust, NA does not have access to any of the specific loan level servicing records and is unable to provide any servicing information pertaining to your loan.

The servicer of record for your loan is Nationstar Mortgage. As such, any inquiry regarding the servicing of your loan should be directed to Nationstar Mortgage via mail at 4000 Horizon Way, Irving, Texas, 75063 or via telephone at (887) 343-5602.

Sincerely,

A handwritten signature in cursive script that reads "Cindy Haley".

Cindy Haley
CAM Escalations Analyst

cc: CFPB

Renee S. Yamagishi
fka Renee S. Ramos
2703 Mathews Street
Berkeley, CA 94702
ryamagishi@gmail.com
(510) 693-6257

July 17, 2016

Cindy Haley
CAM Escalations Analyst
M&T Bank
Customer Asset Management
475 Crosspoint Parkway
Getzville, NY 14068

CFPB Case Number: 160620-002405

Dear Cindy Haley et al.:

Thank you for your letter of July 1, 2016. For your reference I have enclosed a copy. Your letter was informative and clarified some of my questions raised in my report to the CFPB; however your clarifications also raise more questions that I now submit to your company. Thank you for your kind and professional attention to this matter.

You confirmed that "Wilmington Trust, NA" is a subsidiary company of M&T Bank. You also confirmed Wilmington Trust, NA "became successor trustee to Citibank, NA, and subsequently trustee of the Merrill Lynch Mortgage Investor Trust, Series 2006-HE5 (MLMI Trust, Series 2006-HE5).

Are you aware that your subsidiary Wilmington Trust, NA is a party in litigation? Please see the enclosed Proof of Claim filed in the active case to wit: in re: YAMAGISHI, RENEE S., United States Bankruptcy Court Northern California District (Oakland), Case # 15-40194 RLE Chap.13.

The wording in your July 1, 2016 letter leaves some ambiguity as to the necessary specificity called for regarding the contractual status of certain parties who have appeared in this case and to which I am one party. The other parties named and appearing or represented in the same lawsuit include your Wilmington Trust, NA; as well as Wilmington Trust Company (also a subsidiary of M&T Bank as I understand), as well as Nationstar Mortgage, LLC.

Question #1: As our case requires greater specificity, can you produce the written verification as to the date AND terms by which Wilmington NA succeeded Citibank NA to become the current trustee of the MLMI Trust, Series 2006-HE5? PLEASE PROVIDE WRITTEN DOCUMENTS SHOWING THE SUCCESSOR STATUS OF WILMINGTON NA, SO WE KNOW THAT CITIBANK NA DOES NOT NEED TO BE SERVED WITH A SUMMONS IN THE UPCOMING ADVERSARIAL PROCEEDING OF THE CASE.

I accept and understand your statement that "As trustee, Wilmington Trust, NA is not the servicer of [my loan]." Your letter continues: "As a result, Wilmington Trust, NA does not have access to any of the specific loan level servicing records and is unable to provide any servicing information pertaining to [your loan]." Ms. Haley, as you have noted, your letter is a reply to my initial inquiry and request for assistance from the CFPB, which I submitted to them on June 20, 2016. The CFPB is the "go-to agency" for certain federal

statutes that are brought up in litigation, such as the Truth in Lending Act (TILA), RESPA, and other consumer protection statutes. Members of the judiciary such as judges and attorneys sometimes seek and defer to the CFPB's interpretation and application of those statutes in individual lawsuits. Therefore it becomes very important to cure any ambiguity that may surface as to the who the "creditor" is on a mortgage loan when the parties opposite the "debtor" are demanding either or both monies as payment or to repossess the collateral or the security, i.e. in this case to foreclose upon our family home and owner-occupied dwelling.

As the complaint and the lawsuit involves our family home, principle residence and owner-occupied dwelling (and the ONLY home I and my family have) certain Consumer Protection Laws apply under governing law and statutes. Therefore the exact entity that is named in the field for "creditor" on a Proof of Claim (POC) filed in a bankruptcy case must not remain an ambiguous entity or company or person. Unfortunately to date, the entry of your Wilmington name on the enclosed POC is causing some ambiguity.

When the consumer protection laws and statutes define a "creditor" in one set of terms, but the entity named as creditor on the POC form describes its own status differently, the result is confusion of the identity of a "creditor" opposite the consumer, and no clear status of the party appearing as creditor on the POC. I and my court are trying to clarify that so we can proceed with meaningful dialogue in the active case. Thank you for helping me as both the consumer, and please note I am also as my own attorney in this case.

I appreciate the clarity of your letter stating that Wilmington Trust, NA has no specific loan records (truncating your sentence), and is "unable to provide any" additional substantive or specific information which would fall under the category of "servicing" of the loan, because Wilmington Trust, NA is in the role as current trustee of this MLMI Trust and is unable to provide further data about [the loan.] Instead you referred me to Nationstar Mortgage as the "servicer of record for [the loan]."

The enclosed and active Proof of Claim (POC) was filed in the case by Nationstar and not by Wilmington nor by M&T Bank. It shows the appearance of Wilmington Trust, National Association. It was filed on 05/14/2015 by Nationstar Mortgage LLC, and submitted by an attorney Max Zaleski who e-filed the POC, as an employee of Weinstein & Riley, P.S. as representative for Nationstar Mortgage LLC."

Please examine the enclosed Proof of Claim (POC) carefully. You can find it as one of the exhibits attached to by Objection to Proof of Claim, sent as a PDF on my original complaint to the CFPB and sent again here in paper form. On this POC form it shows that the "debtor" is RENEE SHIZUE YAMAGISHI.

Wilmington Trust, National Association's name appears in the next field which is titled: "Name of Creditor (the person or other entity to whom the debtor owes money or property)". Entered in this field is: "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."

Question #2: Did M&T Bank as the parent company of Wilmington Trust, NA authorize and instruct Nationstar Mortgage LLC to file this Proof of Claim enclosed? Or was Wilmington Trust, NA unaware such that Nationstar filed this POC in its own authority unbeknownst to M&T Bank? Please explain.

- a) If M&T Bank and/or Wilmington Trust, NA DID in fact authorize and instruct Nationstar to file the claim as shown on this POC enclosed, by what data does M&T Bank base its authorization and instruction to Nationstar Mortgage, LLC?
- b) If neither Wilmington, NA nor M&T Bank authorized and instructed Nationstar Mortgage LLC to file the enclosed POC nor authorized and instructed Nationstar on each ANSWER AS IT APPEARS

on the POC, then explain the appearance of the name Wilmington Trust, NA on the face of the POC enclosed, in the field for "creditor?"

- i) Please copy me on any correspondence to Nationstar Mortgage LLC if your records or position differs in any way from what is indicated on the enclosed POC.

Question #2A: Please see the POC once again under the field for "creditor". Please clarify your understanding of the EXACT NAME of the ENTITY to whom the "debtor" owes "monies or property" and how does your subsidiary "Wilmington Trust, NA" relate to this ENTITY?

- a) Is Wilmington Trust, NA the actual "creditor?"
- b) If your answer to question 2a is "NO," then what is the EXACT NAME of the ENTITY that would be a correct entry in that field on the POC form?
- c) The name appearing under "creditor" here STARTS WITH THE NAME "Wilmington Trust, National Association." Therefore what is the contractual relationship between Wilmington Trust NA and the actual ENTITY who is that "creditor?"

My question to M&T Bank and Wilmington Trust NA is NOT "Who should I write my monthly checks to?" My question is directed to the parent company for Wilmington Trust, NA, i.e. M&T Bank, and I ask: WHO IS THE CREDITOR OF THE "LOAN" THAT YOUR RECORDS INDICATE IS BEING SERVICED BY NATIONSTAR MORTGAGE LLC? And what is the EXACT NAME of that "creditor?"

REASON: I wish to negotiate directly with the Creditor, not its agent.

My current lawsuit and my prior lawsuit, which I AS PLAINTIFF VOLUNTARILY DISMISSED WITHOUT PREJUDICE in 2014, attests to my claims clearly. I refuse to enter a contract with Nationstar Mortgage LLC for the next 30 years or 30 days, or 30 seconds: They have utterly failed to provide an acceptable paper trail that fulfils the very minimum requirements of any business model that tasks itself as a "servicer" of my "mortgage loan." [See my entire Objection to POC with exhibits, attached.]

Once again I have a similar "informal-discovery request letter" going out to Nationstar Mortgage LLC to help cure the ambiguity as well. Your cooperation is greatly appreciated, as the bulk of the discrepancies have lain with the written documentation generated by Nationstar Mortgage LLC and not by M&T Bank nor by Wilmington Trust NA, to date.

In fact, despite repeated requests to Nationstar as purported "servicer," I have never gotten any correspondence nor communication directly from Wilmington Trust, NA – rather only from your firm M&T Bank, and only THIS letter of July 1, 2016.

Furthermore, as the active bankruptcy case proceeds it may become necessary to subpoena employees of your company as well as of Nationstar and their attorneys, who may testify with personal first-hand knowledge of the facts behind the filing of this Proof of Claim as well as its content on its face, and to provide a meaningful response to the claims I raised on Objection to the POC. Therefore I am proceeding with the understanding that this person would be an employee of M&T Bank the parent company, and not an employee of Wilmington Trust, NA its subsidiary. Please clarify.

Question #3: Do you agree that "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" is the CREDITOR on

a debt claimed against RENEE SHIZUE YAMAGISHI, as shown in this enclosed Proof of Claim in this active bankruptcy case? On what basis do you make this claim?

- a) If neither M&T Bank nor Wilmington Trust NA is able to access or provide the "loan level servicing data" in your capacity(ies), then please explain how M&T Bank or Wilmington Trust, NA can verify and validate that the status of the named "creditor" on this Proof of Claim as accurate?
- b) On what basis do you explain your response to this last question?

Question #4: Did M&T Bank and/or Wilmington Trust NA through any of your departments or legal counsels hire and / or retain legal counsel opposite RENEE SHIZUE YAMAGISHI, in the active litigation evidenced by this POC and my Objection?

- a) If Yes, please provide written Notice of Appearance and Power of Attorney signed by an employee of M&T Bank and/or Wilmington Trust NA, and please enclose a copy of the retainer agreement (redacted as needed) showing the Name and Address of the Law firm your company has hired and currently retains to act as your legal representative opposite RENEE SHIZUE YAMAGISHI in the active case.
- b) If No, then please explain the appearance into my case of the law firm "Barrett, Daffin, Frappier, Treder & Weiss" who claim to be attorneys representing "Wilmington Trust, NA," the acting trustee of this MLMI Trust 2006-HE5.

Questions #5: Could M&T Bank and/or Wilmington Trust, NA produce a live employee with personal firsthand knowledge of the data behind the information on the face of this POC, and when appearing on subpoena could this employee provide courtroom testimony and an affidavit to validate the information on this Proof of Claim?

Question #6: Could M&T Bank and/or Wilmington Trust, NA produce a WRITTEN CONTRACT as Principle entity designating as your Agent Nationstar Mortgage, LLC?

What written proof can you provide that your company has an existing Agency Relationship between Nationstar Mortgage LLC and Wilmington Trust, NA, such that the statements made in writing by Nationstar on the POC are true and consistent with the principle Wilmington Trust, NA?

Question #7: *[This question is the same as #6 but substitutes the law firm who has made an appearance into the instant case]* Could M&T Bank and/or Wilmington Trust, NA produce a WRITTEN CONTRACT as Principle entity designating as your Agent and Attorney a company called Barrett Daffin Frappier Treder & Weiss? What written proof can you provide that your company has an existing Agency Relationship between Barrett Daffin et al. who are acting as "attorney" and self-stated "debt-collector" for Wilmington Trust, NA, such that the statements made in writing by Barrett Daffin et al on the POC and on subsequent legal pleadings in the active case, are true and consistent with the dictates of your company, the Principle Wilmington Trust, NA?

Finally, please note that your answers to the questions here will be forwarded to the CFPB as part of their files, as well as uploaded and exhibited in the instant active case in the U.S. Bankruptcy Court, evidenced in the enclosures below.

Thank you for your prompt attention to this matter: Please provide substantive and meaningful responses to these questions within ten (10) business days. My address, email, and phone number are at the head of this letter. Time is of the essence.

Cordially,

Renee S. Yamagishi (fka Ramos)
Claimant Sui Juris
Pro Se litigant
CFPB Case # 160620-002405

Enc:

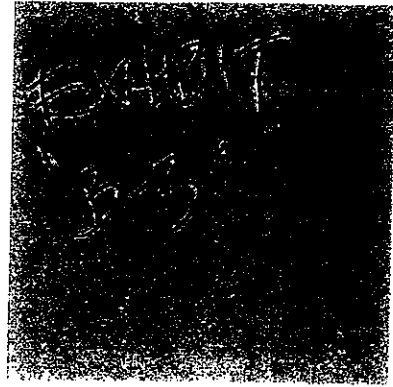
- Your July 1 2016 letter to myself for reference
- CFPB case file contents and confirmation
- Proof of Claim filed by Nationstar Mortgage LLC by its attorney on 05/14/2015.
- in re: YAMAGISHI, RENEE SHIZUE / Objection to Proof of Claim and exhibits
- "Response of Secured Creditor Wilmington Trust, NA..." Pleading filed 08/19/2015 by Barrett Daffin et al, as attorneys for Wilmington Trust NA

cc: Nationstar Mortgage LLC, P.O. Box 619098, Dallas, TX 75261-9741 ATTN: Paula Strasser
Consumer Financial Protection Bureau (CFPB), P.O. Box 4503, Iowa City, IA 52244

from the desk of Renee S. Yamagishi (Ramos)



Customer Asset Management
475 Crosspoint Parkway, Getzville, NY 14068



July 27, 2016

Renee Yamagishi
2703 Mathews Street, Derby
Berkeley, California 94702-2215

CFPB case number: 160620-002405

Dear Renee Yamagishi:

M&T Bank ("M&T"), of which Wilmington Trust, NA ("Wilmington Trust") is a subsidiary company, received your correspondence dated July 17, 2016.

As previously stated in M&T's response letter dated July 1, 2016, Wilmington Trust became successor trustee to Citibank, NA, and subsequently trustee of the Merrill Lynch Mortgage Investor Trust, Series 2006-HE5. Wilmington Trust is the Trustee of your loan. Wilmington Trust is not the servicer and does not have access to any of the specific loan-level servicing records for your loan. As such, Wilmington Trust is unable to provide any servicing information pertaining to your loan.

The servicer of record for your loan is Nationstar Mortgage. As such, any action pertaining to the servicing of your loan must be handled by Nationstar Mortgage. Any inquiry regarding the servicing of your loan should be directed to Nationstar Mortgage via mail at 4000 Horizon Way, Irving, Texas, 75063 or via telephone at (887) 343-5602.

Sincerely,

Cindy Haley
Cindy Haley
CAM Escalations Analyst

EXHIBIT J

1
2
3 UNITED STATES BANKRUPTCY COURT
4 NORTHERN DISTRICT OF CALIFORNIA, OAKLAND DIVISION

5 In re: Case No.: 15-40194 RLE
6 Chapter 13
7 YAMAGISHI, RENEE SHIZUE Court Claim #3

8 Debtor Pro Se Date:
9 Time:
10 Place: U.S. Bankruptcy Court
11 Courtroom 201
12 1300 Clay Street
13 Oakland, CA

14 AFFIDAVIT OF INFORMED BELIEF - IN SUPPORT
15 OF MOTION TO VACATE PRIOR ORDER GRANTING RELIEF OF STAY

16 Affiant: Renee Shizue Yamagishi

17 in re: YAMAGISHI, RENEE S., U.S. Bankruptcy Court,
18 Northern California District, Oakland Division – Case no. 15-40194 RLE, Claim #3

19 *I, Renee Shizue Yamagishi, of Berkeley, California, Make Oath And Say That:*

20 1 I am of sound mind and body, and reside at the commonly known address of 2703 Mathews
21 Street, Berkeley, CA 94702. I submit this Affidavit into the active case of Chapter 13
22 Bankruptcy on file in the United States Bankruptcy Court Northern California
23 Division, Oakland Court, California; in re: YAMAGISHI, RENEE S. #15-40194 RLE for
24 Court Claim #3. I am an active party of interest, Debtor Pro Se Renee S. Yamagishi (fka
25 Renee S. Ramos).

26 2 On May 14, 2015 a Proof of Claim for this claim #3 was filed by Nationstar Mortgage LLC by
27 its representative employee of law firm Weinstein & Riley, PS. Nationstar listed itself
28 thereon as the “designated recipient for ‘notices and payments.’ The name for the
“creditor” listed thereon was “Wilmington Trust National Association as Successor
Trustee to Citibank. N.A., as trustee for the Merrill Lynch Mortgage Investors Trust,
Mortgage Loan Asset-Backed Certificates, Series 2006 HE-5.”

3 On July 25, 2016 (more than one year since they filed Nationstar’s Proof of Claim), I received
a reply from an employee of Weinstein & Riley Mr. Kevin Trent who answered my

1 inquiry as to its role in the active case, who wrote: "Our firm was hired by Nationstar
2 Mortgage LLC to file their Proof of Claim (Claim No. 3). It appears they hired another
3 law firm, Barrett Daffin Frappier Treder & Weiss LLP, to handle the recent Motion for
Relief. ... We have closed our file ..." [EXHIBIT A]

4 4 It appears however that NATIONSTAR HAS NO RECORD OF EVER HAVING HIRED
5 THE BARRETT DAFFIN LAW FIRM at ANY TIME in the instant case and claim!
6 Between approximately June 30, 2016 through and including today, September 27, 2016
7 Affiant has had more than six in-depth phone inquiries with representatives of
8 Nationstar in both their Bankruptcy and Loss-Mitigation Departments; in which a
9 search of their records of the instant case and claim reveal only that Weinstein & Riley
10 PS was indeed hired to file their Proof of Claim, and that according to Nationstar's
11 representatives and even their top supervisors who have spoken with Affiant to date,
12 that the same Weinstein & Riley appears to have continued to represent Nationstar up
to and through the recent granting of their Motion for Relief from Stay, even so until
August 9, 2016 when Nationstar reports they assigned a new law firm to represent
them, one Shapiro Van Ess Sherman & Marth (SVESM), the foreclosure-trustee law
firm assigned by them to file a new Notice of Trustee Sale and preside over a non-
judicial foreclosure, "now that relief has been granted."

13 5 The Bankruptcy and Loss-Mitigation Department representatives AND their Supervisors
14 have repeatedly reported to Affiant therefore that "Weinstein & Riley handled and
15 won NATIONSTAR'S MOTION FOR RELIEF;" however the court docket clearly
16 shows it was Barrett Daffin Frappier Treder & Weiss LLP by their employee attorney
Brandye Foreman (hereinafter "BDLaw") who appeared, filed, signed, pled and
motioned for relief.

17 6 Further all of BDLaw's pleadings (three in total filed into the instant claim #3) indicate on
18 their faces their "client" is the purported "creditor / movant" named thereon as
19 "Wilmington Trust National Association as Successor Trustee to Citibank. N.A., as
20 trustee for the Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed
21 Certificates, Series 2006 HE-5." Therefore the ONLY consistent reporting between
22 BDLaw's pleadings and Nationstar's current record of legal representation is that
23 NEITHER OF THE TWO ENTITIES HAVE ANY CONTRACT WITH ONE
24 ANOTHER WHATSOEVER with regards to Affiant's case, claim, or any pleadings
filed and pled therein; and therefore to date there is no Proof of Agency Relationship
between BDLaw and Nationstar Mortgage LLC, the latter party having filed the
original Proof of Claim for the same claim #3, by way of the Weinstein & Riley law firm
who represented Nationstar on the Proof of Claim.

25 7 As early as June 20, 2016 Affiant filed a formal inquiry and CFPB Complaint directed to the
26 corporate offices of Wilmington Trust National Association (N.A.) and its parent-
company M&T Bank. Affiant received a formal letter in reply to her inquiries.

27 8 The July 1, 2016 reply letter from M&T Bank's Specialist Ms. Cindy Haley is exhibited
28 attached hereto, as well as Affiant's follow-up Informal Discovery Request letter to Ms.
Haley on July 17, 2016; followed by Ms. Haley's reply which is substantively the same
original letter she sent earlier, as repeated. All these letters comprise the CFPB

1 Complaint on file against M&T Bank and its wholly owned subsidiary Wilmington
2 Trust N.A. [EXHIBIT B].

3 9 The substantive response of M&T Bank by letter is that their subsidiary Wilmington Trust
4 N.A. "does not have access to any of the specific loan level servicing data and is unable
5 to provide servicing information pertaining to [your] loan." Both Ms. Haley's letters
6 simply refer me to their "servicer of record" Nationstar Mortgage LLC for ANY and
7 ALL data or information regarding my specific "loan," stating no meaningful answer to
8 my follow-up requests to produce a Power of Attorney document for BDLaw, and/or
9 an explanation of Wilmington N.A.'s legal position as the nominee-trustee of the trust
that is named as the actual "creditor," who nevertheless agree to the use of its name as
"successor trustee" on a significant claim against Affiant and her only real property
and principle residence. M&T Bank remained wholly silent to Affiant's Informal
Discovery Request follow up letter, repeating itself in their July 27th second response.

10 10 Therefore, after numerous phone and email inquiries Affiant made to various departments
11 of the corporate offices at Wilmington Trust NA and at M&T Bank, Affiant on August
12 5, 2016 finally received a return phone call from M&T Bank senior counsel legal staff
13 representative Mr. Tom Frederick who works at the Buffalo New York corporate
14 office of M&T Bank. Mr. Frederick had reviewed his colleague Cindy Haley's response
letters to me as well as the CFPB complaint, and verified that as a member of the senior
counsel for M&T Bank that he was authorized on behalf of their subsidiary
Wilmington Trust N.A. to answer any further inquiries I may have.

15 11 Mr. Frederick pointed out to me right away, "There's an important difference between
16 Wilmington N.A. and 'Wilmington N.A. as Trustee: Our companies (M&T Bank and
17 Wilmington Trust NA) aren't making claims into your case. I know it may be a bit
18 confusing because there are other cases in which we (Wilmington or M&T Bank) are
the servicer ... but in your case we aren't, Nationstar is the servicer ..."

19 12 I then asked Mr. Frederick, "Yes, well what's confusing is that most everything BDLaw has
20 filed so far conflicts with the Proof of Claim filed over one year ago by a different law
21 firm Weinstein & Riley. So, did "Wilmington Trust NA as successor trustee ..." hire
22 BOTH these law firms or hire just this second law firm BDLaw, who claim to represent
a "creditor" whose name begins with "Wilmington Trust NA as Successor
Trustee...?" Mr. Frederick answered, "WE didn't hire them.

23 13 Question: "If your companies didn't hire them, then who did?" "NATIONSTAR," MR.
24 FREDERICK IMMEDIATELY REPLIED.

25 14 Question: "So that means that neither Wilmington Trust N.A. nor M&T Bank as corporate
26 entities have actually made claims into my bankruptcy case, nor have your companies
27 hired any of the law firms who are appearing and filing pleadings into my bankruptcy
28 case?" ANSWER: "That's correct ... as Successor Trustee we have no loan level
data pertaining just to you ... only Nationstar has that data... They're filing claims
in your case."

1 15 Inquiring further, "And no one at either Wilmington or at M&T Bank could produce a
2 Power of Attorney document because your companies didn't hire any of these
3 attorneys, or even know anything about my specific case, is that right?" ANSWER:
"Yes, that's right."

4 16 I thanked Mr. Frederick and he cordially added that he would not be able to email or put in
5 writing anything to me confirming our conversation but that if I needed something in
6 writing that [it's] "...fine, you can sue us or whatever you need to do." He added that if
the Court ordered him to appear or answer further he of course would do so.

7 17 The second and final phone conversation Affiant had with the same senior counsel Mr.
8 Tom Frederick was on August 10, 2016 when while speaking to him by phone she held
9 in hand BDLaw's recent Motion for Relief and read to Mr. Frederick the exact wording
10 on the pleading, i.e. that the "Movant" named thereon was "Wilmington Trust
11 National Association as Successor Trustee of the ... Trust" [the exact name as shown in
12 Nationstar's original Proof of Claim for the "Creditor." MR. FREDERICK'S
13 RESPONSE: "That's who they listed (as Movant) on the Motion (for Relief)? That's
14 interesting. Affiant mentioned she may not have to subpoena him or his testimony
15 but would write a transcript of our conversations into an Affidavit, to which he replied
16 "That's fine, good luck."

17 18 Affiant has since made repeated direct phone-inquiries to NATIONSTAR MORTGAGE
18 LLC'S BANKRUPTCY AND LOSS-MITIGATION DEPARTMENTS. Affiant has
19 finally only today September 27, 2016 been told that the representative has forwarded
20 my requests to Nationstar's "Bankruptcy Research Department" to clarify
21 discrepancies and specifically my requests were and are three-fold: 1) To produce a
22 Power of Attorney / Retainer Agreement DOCUMENTS (POA / RA) between
23 Nationstar and Barrett Daffin Frappier Treder & Weiss, LLP; 2) Produce a POA / RA
24 documents for Weinstein & Riley, PS who filed a Proof of Claim against an
25 INDIVIDUAL Chapter 13 DEBTOR (Affiant) claiming rights to her PRINCIPLE
26 OWNER-OCCUPIED RESIDENCE); and 3) Produce a POA / RA documents for
27 Aldridge Pite, LLP who filed a "Notice of Mortgage Payment Change" form (4101Sr)
28 into the instant claim #3 on January 25, 2016.

19 By separate Affidavit attesting to various written communications regarding Barrett Daffin
20 Frappier Treder & Weiss LLP's employee representative Attorney Ms. Brandye
21 Foreman, Affiant attests to the best of her informed belief that the law firm BDLaw has
22 in fact refused to provide to her or into the court and claim #3 any Power of Attorney
23 or Retainer Agreement document as requested, therefore Affiant awaits the formal
24 response from Nationstar Mortgage LLC as described in the preceding paragraph.

25 20 The instant Affidavit is entered in support of Affiant/Movant's Motion to Vacate the
26 prior order granting relief, the same Motion for Relief filed on June 10, 2016 and pled
27 on July 6, 2016 by an attorney and law firm who has yet to produce any PROOF OF
28 AGENCY RELATIONSHIP AUTHORIZING IT TO APPEAR AT ALL AND FILE
ADVERSE PLEADINGS INTO THE CASE AND CLAIM #3, despite repeated requests
to do so. [EXHIBIT C]

21 Concurrently filed with the Motion to Vacate, Affiant/Movant also has entered a separate and accompanying Affidavit attesting to her repeated requests made to no avail to date, made directly to the attorney and law firm who filed and pled its recent Motion for Relief, to in fact produce and prove by documentation it's proof of agency relationship as legal representative of a true party of interest making adverse claim against Affiant and her principle residence; exhibiting the email exchanges and formal letters to the same.

I, the undersigned and the Affiant herein, AFFIRM AND DECLARE under penalty of perjury that the foregoing is true and correct to the best of my information and belief.

Signature: *Renee S. Yamagishi* 9/27/2016

Printed Name: Renee S. Yamagishi

STATE OF CALIFORNIA

COUNTY OF _____

On this _____ day of September, 2016, before me, _____, personally appeared RENEE S. YAMAGISHI, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within 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, Notary Public

Print Name: _____

Notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA COUNTY OF _____
Subscribed and sworn to (or affirmed) before me on this _____ day of _____
20____ by _____

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Signature of Notary)

See Attached California Jurat Certificate.

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Alameda

Subscribed and sworn to (or affirmed) before me on this 27th day of September,
2016 by Renee S. Yamagishi

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Simarjit Manhas

Signature

(Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Affidavit of Informed
(Title or description of attached document)

Belief
(Title or description of attached document continued)

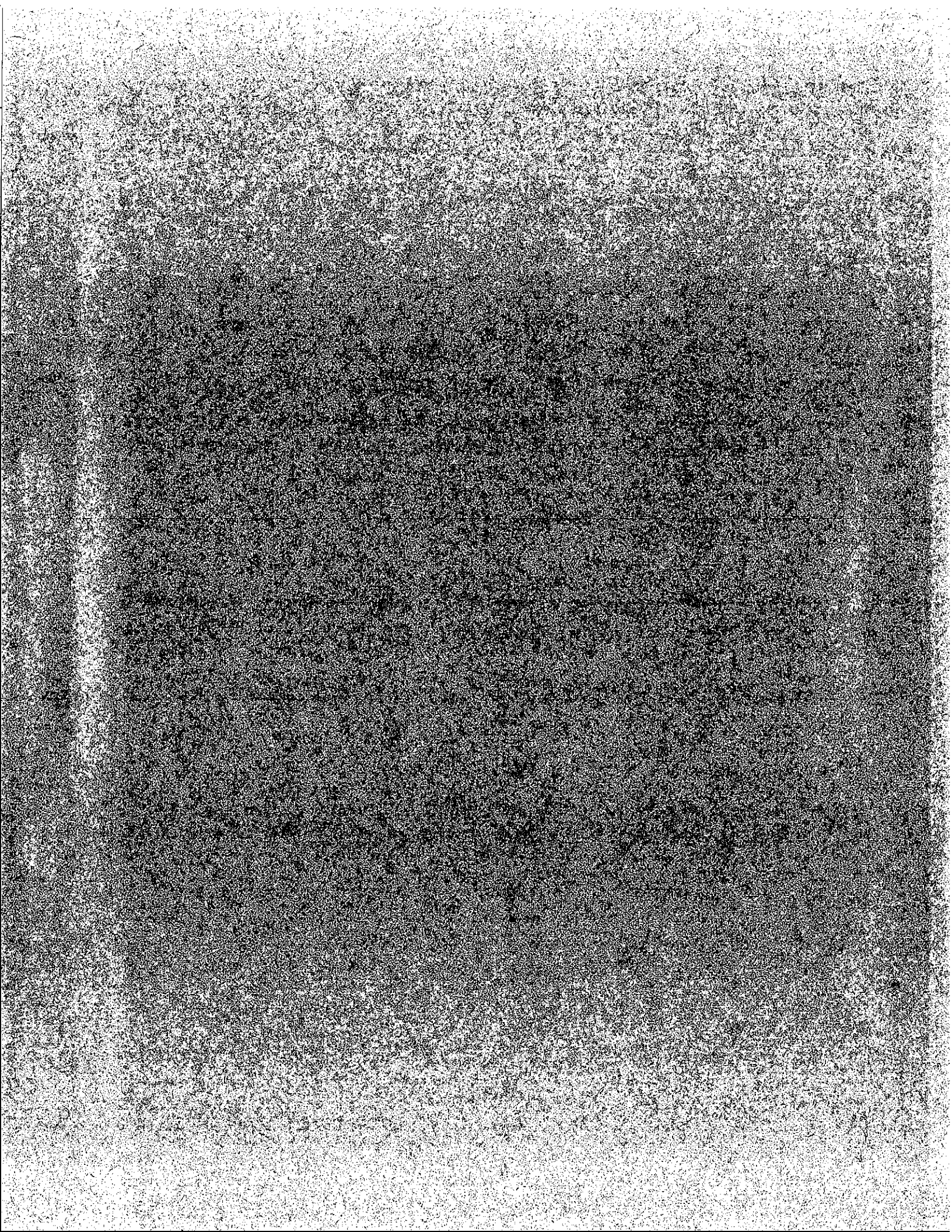
Number of Pages _____ Document Date 09/27/2016

Additional information _____

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.



ASSIGNMENTS of DEED of TRUST

EXHIBIT

w / - Auxiliary Docs
Settlement Conference
STATEMENT 6/7/19

C1 03/25/2009

C2 02/08/2012

C3 10/02/2013

C4 04/08/2015 - (NOT Recorded)

C5 02/02/2018 - Filed by Nationstar, Basis of current
2/13/19 Notice of Default

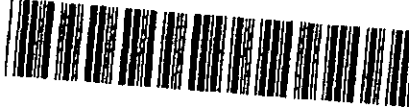
12
INSTRUMENT PREPARED BY AND
WHEN RECORDED MAIL TO:
Wilshire Credit Corporation
P.O. Box 8517
Portland, OR 97207



2009087279

03/25/2009 11:27 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 15.00



2 PGS

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

oym
This area for recording office use

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

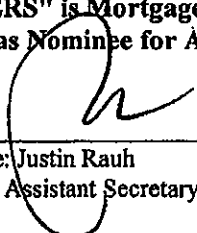
Recorded on 07/03/2006 in book at page as Instrument No. 2006253815 of Official Records in the County Recorder's office of ALAMEDA, State of California.

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


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

25

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



2012046370

02/08/2012 10:45 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 18.00

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



1 PG

090175905

1
th

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-HES 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-HES
250 WEST STREET, 8TH FLOOR, NEW YORK, NY 10013

All beneficial interest under that certain Deed of Trust dated 6/26/06, executed by: RENEE 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-HES BY WILSHIRE CREDIT CORPORATION ITS ATTORNEY IN
FACT

By 
PARKASH MANN, ASSISTANT VICE PRESIDENT

State of CALIFORNIA
County of VENTURA

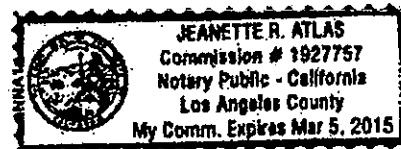
On 12-02-2011 before me, JEANETTE R. ATLAS, Notary Public, personally appeared PARKASH MANN, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her their authorized 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

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 Cortez
101 S. Marango Ave.
Pasadena, CA 91101

When recorded mail to:
CoreLogic
Mail Stop: ASGN
1 CoreLogic Drive
Westlake, TX 76762-9823



DocID# 1222310257414978

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

CALADT 2407332 7/11/2013 H30830A

A04
3
AW



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 93063 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): RENE 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 ASTENANTS IN COMMON

Original Trustee: KENNETH J. WELESKI

Date of Deed of Trust: 6/26/2006

Original Loan Amount: \$392,700.00

Recorded in Alameda County, CA on: 7/3/2006, book N/A, page N/A and instrument number 2006253815

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: _____

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.

Filed w/ MFR
BK Ch. 13 (2016)

Copy

Recording Requested By:
Nationstar Mortgage

When Recorded Return To:

DOCUMENT ADMINISTRATION
Nationstar Mortgage
8550 GYPRESS WATERS BLVD.
CORPELL, TX 75019

CORPORATE ASSIGNMENT OF DEED OF TRUST

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

Prepared By: Justin Moon, Nationstar Mortgage 8550 GYPRESS WATERS BLVD, CORPELL, 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-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 at 401 PLYMOUTH ROAD, PLYMOUTH MEETING, PA 19482 all its interest under that certain Deed of Trust dated 06/28/2008, 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: 07/03/2008 as Instrument No.: 2008253815 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 08 2015


JUSTIN MOON, Assistant Secretary

[REDACTED]

Copy

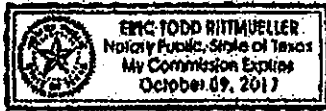
CORPORATE ASSIGNMENT OF DEED OF TRUST Page 2 of 2

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)



18



2018026968 02/02/2018 10:54 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
STEVE MANNING
RECORDING FEE: 102.00

Recording Requested By: **Title365**
NATIONSTAR MORTGAGE DBA MR. COOPER

When Recorded Return To:

DOCUMENT ADMINISTRATION
NATIONSTAR MORTGAGE DBA MR. COOPER
8950 CYPRESS WATERS BLVD
COPELL, TX 75019

A02
KH



2 PGS

Corrective

CORPORATE ASSIGNMENT OF DEED OF TRUST

Alameda, California
SELLER'S SERVICING ██████████ "RAMOS"

Prepared By: Hope Davis, NATIONSTAR MORTGAGE DBA MR. COOPER 8950 CYPRESS WATERS BLVD, COPELL, TX 75019 1-888-480-2432

For Value Received, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR CITIBANK, N.A., AS TRUSTEE FOR THE MERRILL LYNCH MORTGAGE INVESTORS TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, AND SERIES 2006-HE5, SUCCESSORS AND ASSIGNS, hereby grants, assigns and transfers to WILMINGTON TRUST, NATIONAL ASSOCIATION, AS 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.

Legal:
CORRECTIVE ASSIGNMENT - THIS ASSIGNMENT IS NEEDED TO ADD ON THE COMPLETE NAME OF THE TRUSTEE. THE ORIGINAL ASSIGNMENT WAS RECORDED ON 3/25/2009 AND INSTRUMENT# 2009087279, THE NAME SHOULD REFLECT WHAT WAS APPROVED PER THE POA.

In witness whereof this instrument is executed.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR CITIBANK, N.A., AS TRUSTEE FOR THE MERRILL LYNCH MORTGAGE INVESTORS TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, AND SERIES 2006-HE5, SUCCESSORS AND ASSIGNS,
On January 29th, 2018


MOHAMED HAMEED, Vice-President

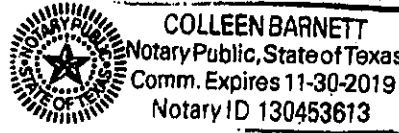
RR#7

STATE OF Texas
COUNTY OF Dallas

On January 29th, 2018, before me, COLLEEN BARNETT, a Notary Public in and for Dallas in the State of Texas, personally appeared MOHAMED HAMEED, Vice-President, personally known to me 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.

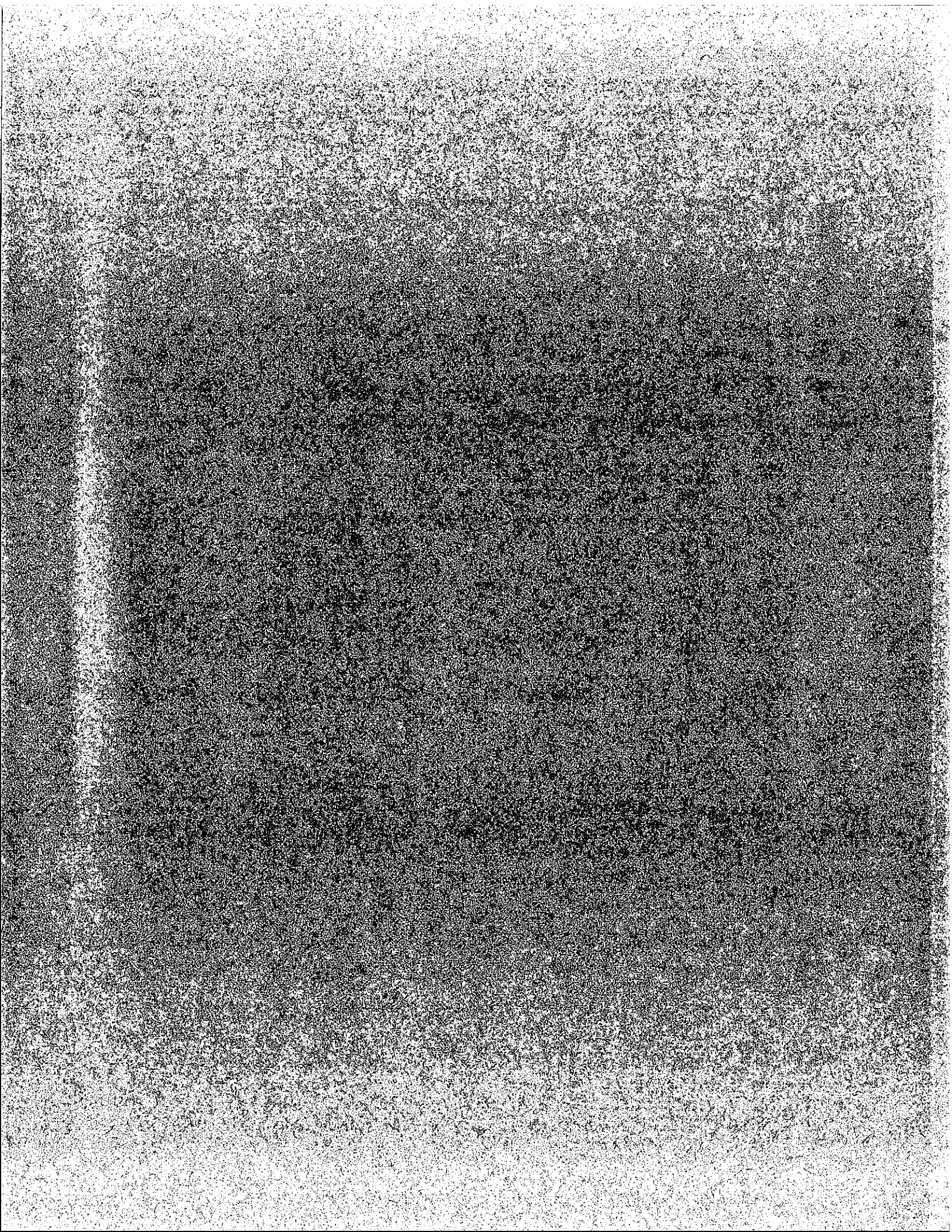
WITNESS my hand and official seal,


COLLEEN BARNETT
Notary Expires: 11/30/2019 #130453613

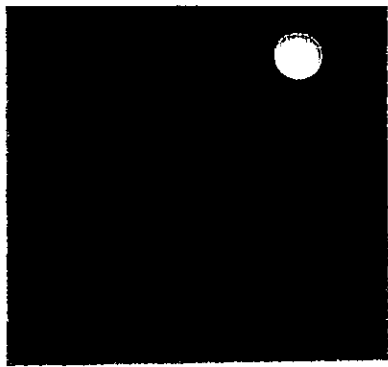


(This area for notarial seal)

RR#8



1 BRANDYE N. FOREMAN
2 CA NO. 277110
3 BARRETT DAFFIN FRAPPIER
4 TREDER & WEISS, LLP
5 20955 PATHFINDER ROAD
6 SUITE 300
7 DIAMOND BAR, CA 91765
8 Phone: (626) 915-5714, Fax: (972) 661-7726
9 E-mail: NDCAECF@BDFGROUP.COM
10 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

11 Attorney for Movant

See Affidavit: M&T/Wilmington Refutes hearing Any Affidavit!

12 WILMINGTON TRUST, NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE TO
13 CITIBANK, N.A., AS TRUSTEE FOR MERRILL LYNCH MORTGAGE
14 INVESTORS TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES
15 2006-HE5

16 UNITED STATES BANKRUPTCY COURT

17 NORTHERN DISTRICT OF CALIFORNIA-OAKLAND DIVISION

18 In re:
19 RENEE SHIZUE YAMAGISHI
20 aka Renee Shizue Ramos

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

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

21 Debtor.

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

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

*Not
Recorded -
Unvalidated*

*Filed in Support of
BK Motion for Relief -
Violates 11 USC 362
Automatic Stay in BK:
Petitioner filed Ch. 13 Jan. 2015
and engaged Stay in April 2015*

*Copy ?
date of
Assignment
of
Interest
in the
Debtor's
Estate!*

Recording Requested By:
Nationstar Mortgage

When Recorded Return To:

DOCUMENT ADMINISTRATION
Nationstar Mortgage
8990 GYPRESS WATERS BLVD.
CORPPELL, TX 75019

CORPORATE ASSIGNMENT OF DEED OF TRUST

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

Prepared By: Justin Moon, Nationstar Mortgage 8990 GYPRESS WATERS BLVD, CORPPELL, TX 75019 1-888-400-2432

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 06/28/2008, 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: 07/03/2008 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



[Signature]
JUSTIN MOON, Assistant Secretary



Copy

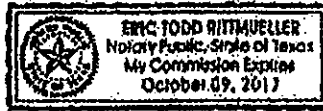
CORPORATE ASSIGNMENT OF DEED OF TRUST Page 2 of 2

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)



UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF CALIFORNIA (OAKLAND)		PROOF OF CLAIM
Name of Debtor: RENÉE SHIZUE YAMAGISHI	Case Number: 1540194	

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.

Name of Creditor (the person or other entity to whom the debtor owes money or property):
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

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(NSY206-269-3490)(WR) email: hmcmail@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: hmcmail@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 7/28/2016
By Sydia Newell Deputy Clerk

Anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

1. Amount of Claim as of Date Case Filed: \$557,365.28

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.

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: <u>XXXXXX6837</u>	3a. Debtor may have scheduled account as: Nationstar Mortgage LLC (See instruction #3a)	3b. Uniform Claim Identifier (optional): (See instruction #3b)
---	---	---

4. Secured Claim (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: Real Estate Motor Vehicle Other
Describe: 2703 MATHEWS ST. BERKELEY, CA 94702

Value of Property: \$ _____

Annual Interest Rate 5.975% Fixed or 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: \$557,365.28

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).	Amount entitled to priority: \$ _____
<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)()	

*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)

EXH. B - AP

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 document providing the information required by FRBP 3001(e)(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-HES		
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.		
<u>/s/ Michael Daniels</u> Michael Daniels - Assistant Secretary		Date: 03/28/2015



~~RECORDED~~ Filed by Nationstar on
Support of BK Proof of Claim
Contracting POC Creditor!

Recording Requested By:
Bank of America, N.A.
Prepared By: Julia Cortez
101 S. Marengo Ave.
Pasadena, CA 91101

When recorded mail to:
CoreLogic
Mail Stop: ASGN
1 CoreLogic Drive
Westlake, TX 76267-9823



DocID: 1222310257414978

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

CARADT 2407232 7/11/2013 151030A

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3
AN



2013322510 10/02/2013 02:21 PM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 28.00



2 PGS

This space for Recorder's use

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 93063 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: 6/26/2006
Original Loan Amount: \$392,700.00

Recorded in Alameda County, CA on: 7/3/2006, book N/A, page N/A and instrument number 2006253815

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: _____

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

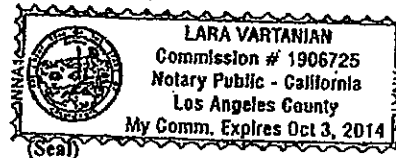
, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), 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

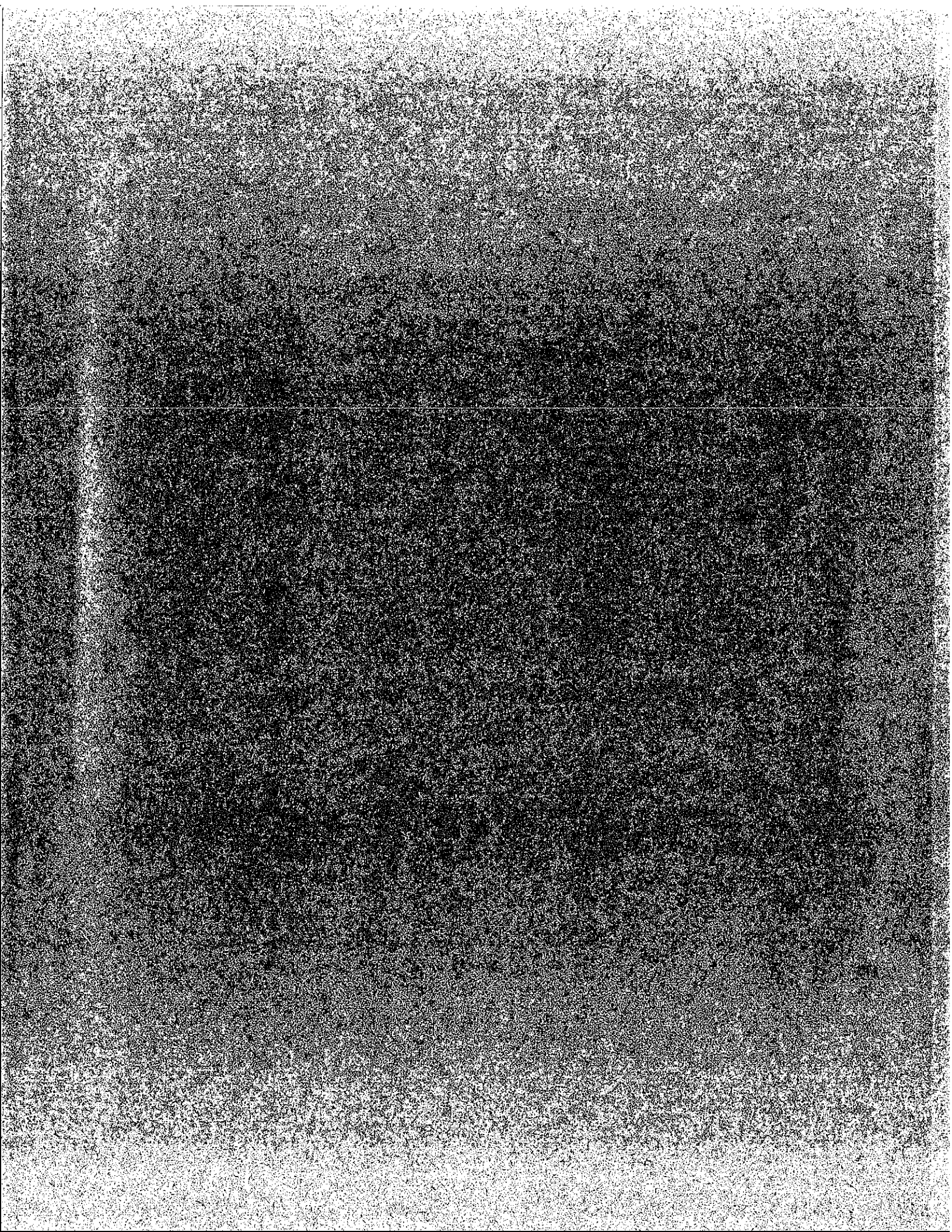


This is to certify that
this is a true copy of
the document on file
in this office.

ATTEST: **OCT 11 2013**

Joan Daniels
COUNTY CLERK - RECORDER
ALAMEDA COUNTY, CALIF.

DocID# 1222310257414978



Rescissions 2017 + Refilings 2018 (R+R)
Feb. 2, 2013 "CORRECTIVE"
Assignment to "New" Assignee

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

AM
2
PC

APN# 054 -1740-029

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

Space above this line for recorder's use only

NOTICE OF RESCISSION
Of Substitution of Trustee

NOTICE IS HEREBY GIVEN THAT: Aztec Foreclosure Corporation as Agent and/or duly appointed Trustee under the following described Deed of Trust:

TRUSTOR: 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

BENEFICIARY: WILMINGTON TRUST, NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO CITIBANK, N.A., AS TRUSTEE TO MERRILL LYNCH MORTGAGE INVESTORS TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-HE5 Recorded on 07/3/2006 as Instrument No. 2006253815 of official records in the Office of the Recorder of Alameda County, California, describing the land therein:

AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST
Aka: 2703 Mathews Street, Berkeley, CA 94702

WHEREAS: The Beneficiary under that certain Deed of Trust hereinabove described, heretofore delivered to Aztec Foreclosure Corporation thereunder written Declaration of Default and Demand for Sale; and

WHEREAS: On March 31, 2014 a Substitution of Trustee, executed by Nationstar Mortgage, LLC as attorney in fact for Wilmington Trust Company, as Trustee for the Merrill Lynch Mortgage Investors Trust, Series 2006-HE5 Recorded April 30, 2014 and recorded as Instrument No. 2014103214 of official records in the Office of the Recorder of Alameda County, California.

NOW THEREFORE: Notice is hereby given that the Beneficiary and/or Aztec Foreclosure Corporation, does hereby rescind, cancel and withdraw said Substitution of

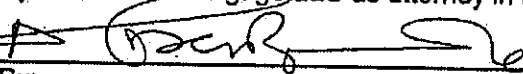
RR#1

construed as waiving or affecting any breach or default past, present or future, under said Deed of Trust, or as impairing any right or remedy thereunder, but is, and shall be deemed to be, only an election, without prejudice, not to cause a sale to be made pursuant to said Declaration and Notice, and shall in no way jeopardize or impair any right, remedy or privilege secured to the Beneficiary and/or Aztec Foreclosure Corporation, under said Deed of Trust, nor modify nor alter in any respect any of the terms, covenants, conditions or obligations thereof, and said Deed of Trust and all obligations secured thereby are hereby reinstated and shall be said and remain in force the same as if said Declaration and Notice had not been made and given.

DATE: November 22, 2017

Wilmington Trust Company, as Trustee for the Merrill Lynch Mortgage Investors Trust, Series 2006-HE5

By Nationstar Mortgage LLC as attorney in fact

 11/22/2017

By: Albert Nauende

Title: Document Execution Associate.



APN # 054 -1740-029

2
W

Trustee Sale No. 14-001158; Title Order No. 02-14011702 - OR Space above this line for recorder's use only

NOTICE OF RESCISSION

Of Notice of Default and Election to Sell Under Deed of Trust

NOTICE IS HEREBY GIVEN: That Aztec Foreclosure Corporation as Agent and/or duly appointed Trustee under the following described Deed of Trust:

TRUSTOR: 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

BENEFICIARY: Mortgage Electronic Registration Systems, Inc., solely as Nominee for Aegis Lending Corporation, a Delaware Corporation

Recorded on 07/03/06 as Instrument No. 2006253815 of official records in the Office of the Recorder of ALAMEDA County, California, describing the land therein:

AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST

Aka: 2703 MATHEWS STREET, BERKELEY, CA 94702

WHEREAS: The Beneficiary under that certain Deed of Trust hereinabove described, heretofore delivered to Aztec Foreclosure Corporation thereunder, written Declaration of Default and Demand for Sale; and

WHEREAS: Notice was heretofore given by the Beneficiary, of breach of the obligations for which said Deed of Trust is security and of election to cause to be sold the property therein described,

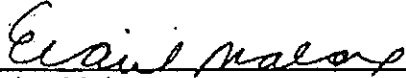
NOW THEREFORE: Notice is hereby given that the Beneficiary and/or Aztec Foreclosure Corporation, does hereby rescind, cancel and withdraw said Declaration of Default and Demand for Sale and said Notice of Breach and Election to Cause Sale; it being understood, however, that this rescission shall not in any manner be construed as waiving or affecting any breach or default past, present or future, under said Deed of Trust, or as impairing any right or remedy thereunder, but is, and shall be deemed to be, only an election, without prejudice, not to cause a sale to be made pursuant to said Declaration and Notice, and shall in no way jeopardize or impair any right, remedy or privilege secured to the Beneficiary and/or Aztec Foreclosure Corporation, under said

thereby are hereby reinstated and shall be said and remain in force the same as if said Declaration and Notice had not been made and given.

Said Notice was Recorded on 04/30/14 as Document No. 2014103215 of official records in the Office of the Recorder of ALAMEDA County, California.

DATE: May 31, 2017

Aztec Foreclosure Corporation



Elaine Malone
Assistant Secretary / Assistant Vice President

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



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2
OH

APN # 054 -1740-029

Trustee Sale No. 14-001158; Title Order No. 02-14011702 - OR

Space above this line for recorder's use only

NOTICE OF RESCISSION

of Notice of Trustee's Sale

NOTICE IS HEREBY GIVEN: That Aztec Foreclosure Corporation as Agent and/or duly appointed Trustee under the following described Deed of Trust:

TRUSTOR: 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

BENEFICIARY: Mortgage Electronic Registration Systems, Inc., solely as Nominee for Aegis Lending Corporation, a Delaware Corporation

Recorded on 07/03/06 as Instrument No. 2006253815 of official records in the Office of the Recorder of ALAMEDA County, California, describing the land therein:

AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST
Aka: 2703 MATHEWS STREET, BERKELEY, CA 94702

WHEREAS: The Beneficiary under that certain Deed of Trust hereinabove described, heretofore delivered to Aztec Foreclosure Corporation thereunder written Declaration of Default and Demand for Sale; and

WHEREAS: On 11/7/16, a Notice of Trustee's Sale, executed by Aztec Foreclosure Corporation on 11/3/16 and recorded as Instrument No. 201690781 of official records in the Office of the Recorder of ALAMEDA County, California.

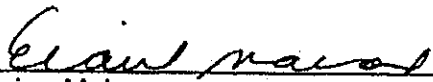
NOW THEREFORE: Notice is hereby given that the Beneficiary and/or Aztec Foreclosure Corporation, does hereby rescind, cancel and withdraw said Notice of Trustee's Sale; it being understood, however, that this rescission shall not in any manner be construed as waiving or affecting any breach or default past, present or future, under said Deed of Trust, or as impairing any right or remedy thereunder, but is, and shall be deemed to be, only an election, without prejudice, not to cause a sale to be

RR#5

corporation, under said Deed of Trust, nor modify nor alter in any respect any of the terms, covenants, conditions or obligations thereof, and said Deed of Trust and all obligations secured thereby are hereby reinstated and shall be said and remain in force the same as if said Declaration and Notice had not been made and given.

DATE: June 26, 2017

Aztec Foreclosure Corporation



Elaine Malone
Assistant Secretary / Assistant Vice President

18



2018026968 02/02/2018 10:54 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
STEVE MANNING
RECORDING FEE: 102.00

Recording Requested By: **Title365**
NATIONSTAR MORTGAGE DBA MR. COOPER

When Recorded Return To:

DOCUMENT ADMINISTRATION
NATIONSTAR MORTGAGE DBA MR. COOPER
8950 CYPRESS WATERS BLVD
COPPELL, TX 75019



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ADZ
22
KH

Corrective



CORPORATE ASSIGNMENT OF DEED OF TRUST

Alameda, California
SELLER'S SERVICING ██████████ "RAMOS"

Prepared By: Hope Davis, NATIONSTAR MORTGAGE DBA MR. COOPER 8950 CYPRESS WATERS BLVD, COPPELL, TX 75019 1-888-480-2432

For Value Received, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR CITIBANK, N.A., AS TRUSTEE FOR THE MERRILL LYNCH MORTGAGE INVESTORS TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, AND SERIES 2006-HE5, SUCCESSORS AND ASSIGNS, hereby grants, assigns and transfers to WILMINGTON TRUST, NATIONAL ASSOCIATION, AS 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.

Legal:

****CORRECTIVE ASSIGNMENT - THIS ASSIGNMENT IS NEEDED TO ADD ON THE COMPLETE NAME OF THE TRUSTEE. THE ORIGINAL ASSIGNMENT WAS RECORDED ON 3/25/2009 AND INSTRUMENT# 2009087279, THE NAME SHOULD REFLECT WHAT WAS APPROVED PER THE POA.****

In witness whereof this instrument is executed.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR CITIBANK, N.A., AS TRUSTEE FOR THE MERRILL LYNCH MORTGAGE INVESTORS TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, AND SERIES 2006-HE5, SUCCESSORS AND ASSIGNS,
On January 29th, 2018


MOHAMED HAMEED, Vice-President

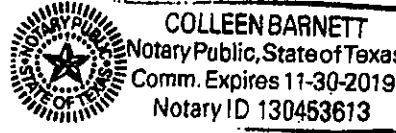
RR#7

STATE OF Texas
COUNTY OF Dallas

On January 29th, 2018, before me, COLLEEN BARNETT, a Notary Public in and for Dallas in the State of Texas, personally appeared MOHAMED HAMEED, Vice-President, personally known to me 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,


COLLEEN BARNETT
Notary Expires: 11/30/2019 #130453613



(This area for notarial seal)

RR#18

and When Recorded Return to:



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

J
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14-001158CXE

SUBSTITUTION OF TRUSTEE

<u>Deed of Trust Date:</u> June 26, 2006	<u>Grantor[s]/Mortgagor[s]:</u> 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
<u>Original Beneficiary/Mortgagee:</u> Mortgage Electronic Registration Systems, Inc., solely as Nominee for Aegis Lending Corporation, a Delaware Corporation	<u>Current Beneficiary/Mortgagee:</u> Wilmington Trust National Association, Successor Trustee to Citibank, N.A., as Trustee for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, and Series 2006-HES
<u>Recording Information:</u> July 3, 2006, in Instrument No. 2006253815	<u>County:</u> ALAMEDA, CALIFORNIA
<u>Servicing Agent:</u> Nationstar Mortgage LLC d/b/a Mr. Cooper	<u>Address of Servicing Agent</u> 8950 Cypress Waters Blvd, Coppell, Texas 75019
<u>Property Address:</u> 2703 MATHEWS STREET, BERKELEY, CA 94702	<u>Assessor's Parcel Number:</u> 054 -1740-029
<u>Original Trustee:</u> Kenneth J. Weleski	

RR#9

Wilmington Trust National Association, Successor Trustee to Citibank, N.A., as Trustee for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, and Series 2006-HE5 is the current beneficiary under said deed of trust.

The beneficiary, pursuant to the terms of and authority granted under the deed of trust, hereby substitutes Aztec Foreclosure Corporation, whose address is 3636 N. Central Ave., Suite #400, Phoenix, Arizona 85012, as successor trustee under the deed of trust with all powers of the original trustee.

Dated this 5th day of February, 2018.

Nationstar Mortgage LLC d/b/a Mr. Cooper, attorney-in-fact for Wilmington Trust National Association, Successor Trustee to Citibank, N.A., as Trustee for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, and Series 2006-HE5

By: [Signature] 02/05/2018
Printed Name: Albert Nguende
Title: Document Execution Associate
Date: February 5, 2018

STATE OF TEXAS §
COUNTY OF DENTON §

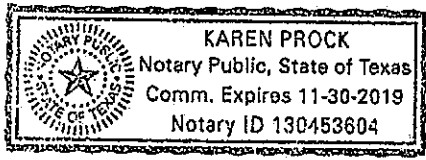
This instrument was acknowledged before me this 5 day of February, 2018 by Albert Nguende, as Document Execution Associate of Nationstar Mortgage LLC d/b/a Mr. Cooper, on behalf of said entity.

Personally known
 Produced identification: ID number and type of ID N/A

[Signature: Karen Prock]
Signature of Notary Public

Karen Prock
Printed Name of Notary Public, State of Texas

(NOTARY SEAL)



RR#10

13

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO
Title365

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



2018031835 02/13/2018 09:58 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
STEVE MANNING
RECORDING FEE: 108.00



4 PGS

All
4

cl 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. 730-1710790-70

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

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

PURSUANT TO CIVIL CODE § 2923.3(a), THE SUMMARY OF INFORMATION REFERRED TO ABOVE
IS NOT ATTACHED TO THE RECORDED COPY OF THIS DOCUMENT BUT ONLY TO THE COPIES
PROVIDED TO THE TRUSTOR

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 \$315,431.61 as of 02/01/18 and will increase until your account becomes
current.

RR#11

T.S. #: 14-001158CXE
ORDER #: 730-1710790-70
Notice of Default - Aztec

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 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 National Association,
Successor Trustee to Citibank, N.A., as Trustee
for Merrill Lynch Mortgage Investors Trust,
Mortgage Loan Asset-Backed Certificates, and
Series 2006-HE5 c/o Nationstar Mortgage LLC
d/b/a Mr. Cooper
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

RR#12

1
T.S. #: 14-001158CXE
ORDER #: 730-1710790-70
Notice of Default - Aztec

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), 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:

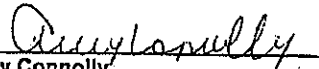
THE INSTALLMENT OF PRINCIPAL AND/OR INTEREST WHICH BECAME DUE 12/01/08 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND/OR INTEREST, TOGETHER WITH LATE CHARGES, IMPOUNDS, INSURANCE PREMIUMS AND/OR OTHER ADVANCES, TAXES, DELINQUENT PAYMENTS ON SENIOR LIENS, ASSESSMENTS, ATTORNEY'S FEES AND/OR TRUSTEE'S FEES, IF ANY, AND COURT RELATED 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: 2/01/10

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


Amy Connolly
Assistant Secretary / Assistant Vice President

RR #13

CALIFORNIA DECLARATION OF COMPLIANCE
(CAL. CIV. CODE § 2923.5)

Borrower(s): Renee Shizue Ramos
Property Address: 2703 Mathews St., Berkeley CA 94702
Trustee's Safe No.:

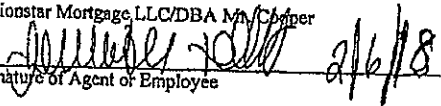
The undersigned, as an authorized agent or employee of the mortgage servicer named below, declares as follows:

1. The mortgage servicer has contacted the borrower to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure as required by California Civil Code § 2923.5(a)(2). Thirty days have passed since the initial contact was made.
2. The mortgage servicer has tried with due diligence to contact the borrower as required by California Civil Code § 2923.5(e) but has not made contact despite such due diligence. Thirty days have passed since these due diligence efforts were satisfied.
3. No contact was required because the individual did not meet the definition of "borrower" under California Civil Code § 2920.5(e).
4. The requirements of California Civil Code § 2923.5 do not apply because the loan is not secured by a first lien mortgage or deed of trust on "owner-occupied" residential real property as defined by California Civil Code § 2924.15.

I certify that this declaration is accurate, complete and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower's loan status and loan information.

Dated: 2/6/2018

Nationstar Mortgage LLC/DBA MFC Cooper


Signature of Agent or Employee

Jennifer Talbot-Document Execution Associate
Printed Name of Agent or Employee

RR#14

19
Recording Requested by
Title 365
Aztec Foreclosure Corporation
3636 N. Central Ave., Suite #400
Phoenix, AZ 85012
Return To address above



2018093361 05/10/2018 09:56 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
STEVE MANNING
RECORDING FEE: 102.00



2 PGS

11574
15

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Trustee Sale No. 14-001158 CXE
730-1710790-70
APN 054 -1740-029

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

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 06/05/18 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".

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: **\$655,229.54** (Estimated)

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

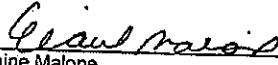
RR#15

Notice of Trustee's Sale
T.S. #: 14-001158 CXE
ORDER #: 730-1710790-70

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: 5-8-18

AZTEC FORECLOSURE CORPORATION


Elaine Malone
Assistant Secretary / Assistant Vice President
Aztec Foreclosure Corporation
3636 N. Central Ave., Suite #400
Phoenix, AZ 85012
Phone: (877) 257-0717 or (602) 638-5700
Fax: (602) 638-5748
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.

<p>www.homesearch.com 800-758-8052</p>	<p>Or</p>	<p>Aztec Foreclosure Corporation (877) 257-0717 www.aztectrustee.com</p>
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RR#16

Recordations 2009, 2009, 2010
Bank of America exhibits
+ Substantiated Trustee Quality Loan,
Filed Two Assignments
+
Six other Records (8)

All based on the Validity
and Veracity of
the ORIGINAL 3/25/2009
Assignment.

3



2009082252

03/19/2009 03:41 PM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 15.00

Recording requested by:
Quality Loan Service Corp

When recorded mail to:
Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101



2 PGS

2

TS No.: CA-09-258638-ED

Loan No.: 2608438

Space above this line for Recorder's use

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

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION.

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 (normally five business days prior to the date set for the sale of your property). No sale may be set until three months from the date this notice of default is recorded (which date of recordation appears on this notice). This amount is \$9,092.34 as of 3/18/2009 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 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 of 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 the three-month period stated above) 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 your property by paying the entire amount demanded by your creditor.

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

Wilshire Credit Corporation
C/O Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101
619-645-7711

TS No.: CA-09-258638-ED
Loan No.: 2608438

Notice of Default and Election To Sell Under Deed of Trust

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 the undersigned is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated 6/26/2006, 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, as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC, AS NOMINEE FOR AEGIS LENDING CORPORATION, as beneficiary, recorded 7/3/2006, as instrument No. 2006253815, in Book xxx, Page xxx of Official Records in the Office of the Recorder of ALAMEDA County, California describing land therein: as more fully described in said Deed of Trust.

Said obligations including 1 NOTE(S) FOR THE ORIGINAL sum of \$392,700.00, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the undersigned; that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

Installment of principal and interest plus impounds and advances which became due on 12/1/2008 plus amounts that are due or may become due for the following: late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustees fees, and any attorney fees and court costs arising from or associated with beneficiaries effort to protect and preserve its security must be cured as a condition of reinstatement.

That by reason thereof, the present beneficiary under such deed of trust, has executed and delivered to said duly appointed Trustee, a written Declaration of Default and Demand for same, and has deposited with said duly appointed Trustee, such deed of trust and all documents evidencing 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.

The Beneficiary or its designated agent declares that it has contacted the borrower, tried with due diligence to contact the borrower as required by California Civil Code § 2923.5, or the borrower has surrendered the property to the beneficiary or authorized agent; or is otherwise exempt from the requirements of § 2923.5.

Dated: 3/18/2009

Quality Loan Service Corp., AS AGENT FOR BENEFICIARY
BY: LSI Title Company

S. Gutierrez

AUTHORIZED AGENT

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property only.

THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.



2009106786

04/10/2009 04:19 PM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 15.00



2 PGS

Recording requested by:
Quality Loan Service Corp

When recorded mail to:
Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101

All
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JM

TS No.: CA-09-258638-ED

Loan No.: 2608438

Space above this line for Recorder's use

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

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION.

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 (normally five business days prior to the date set for the sale of your property). No sale may be set until three months from the date this notice of default is recorded (which date of recordation appears on this notice). This amount is \$11,432.66 as of 4/9/2009 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 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 of 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 the three-month period stated above) 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 your property by paying the entire amount demanded by your creditor.

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

Wilshire Credit Corporation
C/O Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101
619-645-7711

TS No.: CA-09-258638-ED
Loan No.: 2608438

Notice of Default and Election To Sell Under Deed of Trust

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 the undersigned is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated 6/26/2006, 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, as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR AEGIS LENDING CORPORATION, as beneficiary, recorded 7/3/2006, as Instrument No. 2006253815, in Book xxx, Page xxx of Official Records in the Office of the Recorder of ALAMEDA County, California describing land therein: as more fully described in said Deed of Trust.

Said obligations including 1 NOTE(S) FOR THE ORIGINAL sum of \$392,700.00, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the undersigned; that a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

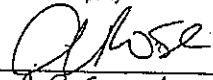
Installment of principal and interest plus impounds and advances which became due on 12/1/2008 plus amounts that are due or may become due for the following: late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustees fees, and any attorney fees and court costs arising from or associated with beneficiaries effort to protect and preserve its security must be cured as a condition of reinstatement.

That by reason thereof, the present beneficiary under such deed of trust, has executed and delivered to said duly appointed Trustee, a written Declaration of Default and Demand for same, and has deposited with said duly appointed Trustee, such deed of trust and all documents evidencing 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.

The Beneficiary or its designated agent declares that it has contacted the borrower, tried with due diligence to contact the borrower as required by California Civil Code § 2923.5, or the borrower has surrendered the property to the beneficiary or authorized agent, or is otherwise exempt from the requirements of § 2923.5.

Dated: 4/9/2009

Quality Loan Service Corp., AS AGENT FOR BENEFICIARY
BY: LSI Title Company



A. Rose, Authorized Signature/Signer

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property only.

THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.



2009110580

04/15/2009 12:17 PM

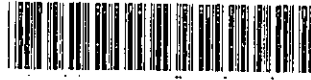
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 12.00

16

Recording requested by:

When recorded mail to:

Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101



PG

Space above this line for recorders use

TS # CA-09-258638-ED

Order # 090175905-CA-GTI

Loan # 2608438

Rescission of Notice of Default and Election to Sell Under Deed of Trust

NOTICE IS HEREBY GIVEN: That **QUALITY LOAN SERVICE CORPORATION** is duly appointed Trustee under a Deed of Trust dated 6/26/2006, 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**, as Trustor, to secure certain obligations in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR AEGIS LENDING CORPORATION**, as Beneficiary, recorded 7/3/2006, as Instrument No. 2006253815, in book xxx, page xxx, of Official Records in the Office of the Recorder of **ALAMEDA** County, California describing land therein as more fully described on the above referenced deed of trust.

Said obligations including one note for the sum of \$392,700.00.

Whereas, the present beneficiary under that certain Deed of Trust herein above described, heretofore delivered to the Trustee thereunder written Declaration of Default and Demand for Sale; and Whereas, Notice was heretofore given of breach of obligations for which said Deed of Trust is security and of election to cause to be sold the property therein described; and Whereas, a Notice of Default was recorded on the day and in the book and page set forth below:

Notice was recorded on 3/19/2009 in the office of the Recorder of **ALAMEDA** County, California, Instrument No. 09-82252, in Book , Page , of Official Records.

NOW; THEREFORE, NOTICE IS HEREBY GIVEN that the present Beneficiary and/or the Trustee, does hereby rescind, cancel and withdraw said Declaration of Default and Demand for Sale and said Notice of Breach and Election to Cause Sale; it being understood, however, that this rescission shall not in any manner be construed as waiving or affecting any breach or default past, present or future under said Deed of Trust, or as impairing any right or remedy thereunder, but is, and shall be deemed to be, only an election, without prejudice, not to cause a sale to be made pursuant to said Declaration and Notice, and shall no way jeopardize or impair any right, remedy or privilege secured to the Beneficiary and/or the Trustee, under said Deed of Trust, nor modify nor alter in any respect any of the terms, covenants, conditions or obligations thereof, and said Deed of Trust and all obligations secured thereby are hereby reinstated and shall be and remain in force and effect the same as if said Declaration of Default and Notice of Breach had not been made and given.

Dated: 4/9/2009

Quality Loan Service Corp., AS AGENT FOR
BENEFICIARY By: LSI Title Company

By:


Gary Trafford

30

Recording requested by:

and

When recorded mail to:

Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101
619-645-7711



2009136886 04/30/2009 10:56 AM
OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 18.00



3 PGS

33

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TS # CA-09-258638-ED

Order # 090175905-CA-GTI

Loan # 2608438

Substitution of Trustee

WHEREAS, 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 was the original Trustor, KENNETH J. WELESKI was the original Trustee, and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR AEGIS LENDING CORPORATION was the original Beneficiary under that certain Deed of Trust dated 6/26/2006 and recorded on 7/3/2006 as Instrument No. 2006253815, in book xxx, page xxx of Official Records of ALAMEDA County, CA; and

WHEREAS, the undersigned is the present Beneficiary under said Deed of Trust, and

WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in place and stead of said original Trustee, or Successor Trustee, thereunder, in the manner provided for in said Deed of Trust,

NOW, THEREFORE, the undersigned hereby substitutes QUALITY LOAN SERVICE CORPORATION, as Trustee under said Deed of Trust.

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

See Attached Affidavit

Dated: 3/18/2009

Citibank N.A. as Trustee for the MLMI Trust Series 2006-
HE5 by Wilshire Credit Corporation its Attorney in Fact

By:


Bethany Hood - Authorized Agent

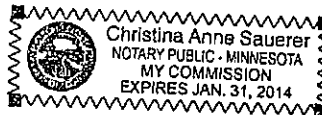
State of MIN)
County of Dakota)

On 3-23-09 Date before me, Christina Anne Sawyer a notary public, personally
appeared Bethany Hood 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  (Seal)



Affidavit of Mailing
for Substitution of Trustee By Code

TS No.: CA-09-258638-ED

Trustor: 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

I, Cynthia Tran, declare: That I am an employee of **Quality Loan Service Corp.**, an agent for beneficiary, whose business address is:

2141 5th Avenue
San Diego, CA 92101

I am over the age of eighteen years and in accordance with California Civil Code Section 2934, I caused a copy of the attached Substitution of Trustee to be mailed, in the manner provided in Section 2924(b) of the Civil Code of the State of California, to the trustee of record under the Deed of Trust described in said Substitution and to all persons to whom a copy of the Notice of Default would be required to be mailed by the provisions of said section.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at San Diego, CA on 3/31/2009.





Cynthia Tran

id

Recording requested by:
Quality Loan Service Corp.

When recorded mail to:
Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101

2010286475 10/01/2010 11:41 AM
 OFFICIAL RECORDS OF ALAMEDA COUNTY
 PATRICK O'CONNELL
 RECORDING FEE: 21.00

2 PGS

RR

TS # CA-09-258638-ED

Order # 090175905-CA-GTI

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 6/26/2006. 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.

A public auction sale to the highest bidder for cash, cashier's check drawn on a state or national bank, check drawn by state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank specified in Section 5102 to the Financial code and authorized to do business in this state, will be held by duly appointed trustee. The 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 the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

BENEFICIARY MAY ELECT TO BID LESS THAN THE TOTAL AMOUNT DUE.

Trustor(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 TENANTS AS TO AN UNDIVIDED 1% INTEREST AS TENANTS IN COMMON**
Recorded: **7/3/2006 as Instrument No. 2006253815 in book xxx, page xxx of Official Records in the office of the Recorder of ALAMEDA County, California;**

Date of Sale: **10/21/2010 at 12:30 PM**
Place of Sale: **At the Fallon Street entrance to the County Courthouse, 1225 Fallon Street, Oakland, CA 94612**
Amount of unpaid balance and other charges: **\$440,778.80**
The purported property address is: **2703 MATHEWS ST
BERKELEY, CA 94702**
Assessors Parcel No. **054-1740-029-00**

The undersigned Trustee disclaims any liability for any incorrectness of the property address or other common designation, if any, shown herein. If no street address or other common designation is shown, please refer to the referenced legal description for property location. In the event no common address or common designation of the property is provided herein directions to the location of the property may be obtained within 10 days of the date of first publication of this Notice of Sale by sending a written request to Bank of America 475 Crosspoint Parkway Getzville NY 14068.

Pursuant to California Civil Code §2923.54 the undersigned, on behalf of the beneficiary, loan servicer or authorized agent, declares as follows:

[1] The mortgage loan servicer has not obtained from the commissioner a final or temporary order of exemption pursuant to Section 2923.53 that is current and valid on the date the notice of sale is filed;

[2] The timeframe for giving notice of sale specified in subdivision (a) of Section 2923.52 does apply to this notice of sale.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney.

Date: 9/21/2010

Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101
619-645-7711 For NON SALE information only
Sale Line: 714-730-2727 or Login to: www.fidelityasap.com
Reinstatement Line: 619-645-7711

Quality Loan Service Corp. by: Ronald Alonzo, as Authorized Agent.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property only.

THIS NOTICE IS SENT FOR THE PURPOSE OF COLLECTING A DEBT. THIS FIRM IS ATTEMPTING TO COLLECT A DEBT ON BEHALF OF THE HOLDER AND OWNER OF THE NOTE. ANY INFORMATION OBTAINED BY OR PROVIDED TO THIS FIRM OR THE CREDITOR WILL BE USED FOR THAT PURPOSE.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

19

Recording requested by:
Quality Loan Service Corp.

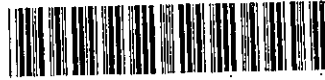
When recorded mail to:
Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101



2011301315

10/24/2011 09:40 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 21.00



2 PGS

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14

TS # CA-09-258638-ED
Order # 090175905-CA-GTI

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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A public auction sale to the highest bidder for cash, cashier's check drawn on a state or national bank, check drawn by state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank specified in Section 5102 to the Financial code and authorized to do business in this state, will be held by duly appointed trustee. The 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 the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

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Recorded: **7/3/2006 as Instrument No. 2006253815 in book xxx, page xxx of Official Records in the office of the Recorder of ALAMEDA County, California;**

Date of Sale: **11/14/2011 at 12:30 PM**

Place of Sale: **At the Fallon Street entrance to the County Courthouse, 1225 Fallon Street, Oakland, CA 94612**

Amount of unpaid balance and other charges: **\$468,030.90**

The purported property address **2703 MATHEWS ST**

is: **BERKELEY, CA 94702**

Assessor's Parcel No. **054-1740-029-00**

The undersigned Trustee disclaims any liability for any incorrectness of the property address or other common designation, if any, shown herein. If no street address or other common designation is shown, please refer to the referenced legal description for property location. In the event no common address or common designation of the property is provided herein directions to the location of the property may be obtained within 10 days of the date of first publication of this Notice of Sale by sending a written request to Bank of America, N.A. 475 Crosspoint

Parkway Getzville NY 14068.

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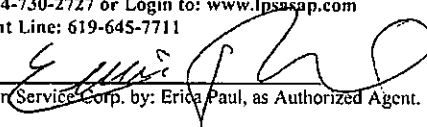
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Date: 10/20/2011

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San Diego, CA 92101
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Reinstatement Line: 619-645-7711


Quality Loan Service Corp. by: Erica Paul, as Authorized Agent.

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As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

