

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 its own terms, and of which any bonafide owner of an obligation for which I am liable, must be able to prove both possession of and rights of claim and enforcement thereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- d. Please provide a copy of each email, fax, letter, or other communication you sent to or received from any person or company regarding my Note and Deed of Trust since its inception.
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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 U



08/09/2013

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

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

Dear RENEE SHIZUE RAMOS:

You are hereby provided formal notice by Nationstar Mortgage, LLC, the Servicer of the above-referenced loan, on behalf of "Wilmington Trust Company, as trustee for the Merrill Lynch Mortgage Investors Trust, Series 2006-HB5", 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/hsg/sfh/hcc/hcs.cfm>. You may also contact the Homeownership Preservation Foundation's Hope hotline at 1-888-995-HOPE (4673).

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



CA_NOI

✓ Cert. Rec'd 1196-9006-2296-8732

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.

www.NationstarMtg.com





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.

www.NationstarMtg.com





September 9, 2013

Renee S. Ramos
2703 Mathews Street
Berkeley, CA 94702

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

Dear Renee S. Ramos:

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

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

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

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

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

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





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

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

Citibank
388 Greenwich Street, 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.

www.NationstarMtg.com



EXH. R.

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# 1222310257414978

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

CAP-ADT: 26007292 7/11/2013 NS0630A



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 1006253815

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on 10/02/2013

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

David Ramirez
COUNTY CLERK - RECORDER
ALAMEDA COUNTY, CALIF.