

UNITED STATES DISTRICT COURT
DISTRICT OF MAINE

US BANK NATIONAL ASSOCIATION AS)
TRUSTEE FOR BAFC 2006-1 TRUST,)

DOCKET NO. 09-cv-84

Plaintiff,)

v.)

**AFFIDAVIT OF SCOTT LATHROP IN
SUPPORT OF PLAINTIFF'S MOTION
FOR SUMMARY JUDGMENT**

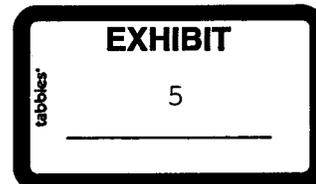
GORDON T. JAMES, et al.)

Defendant.

STATE OF IOWA

I, Scott Lathrop, depose and say as follows:

1. My name is Scott Lathrop. I am a Manager in Loan Administration with GMAC Mortgage, LLC ("GMAC"), a limited liability company organized and existing under the laws of the State of Delaware and having a principal place of business in Fort Washington, Pennsylvania, GMAC is the servicing agent for the mortgage assigned to U.S. Bank National Association as Trustee ("US Bank"). As a Manager in Loan Administration I help make sure payments are correctly credited to borrower's accounts whenever possible. I have under my custody and control the records relating to the issues referenced below. My knowledge as to the facts set forth in this Affidavit is derived from my personal knowledge of these records. These records were made at or near the time of the event, transaction by, or from information transmitted by, a person with the personal knowledge of the events recorded therein. These records are kept in the ordinary course of business of GMAC as U.S. Bank's servicer and all previous holders and servicers of the Note and Mortgage referenced below to make such records.
2. It is the usual practice of GMAC to credit paper payments, such as a personal check, bank check or money order, to a borrower's account within two days of receipt if the check contains sufficient information that allows us to identify the borrower or the account to which the payment should be credited.



3. It is the usual practice of GMAC to send a check that does not contain sufficient identifying information to the mail room within one day of receipt to determine if there is another way to securely and appropriately credit the payment to an account maintained by GMAC.
4. If the mail room department is able to determine the proper account, the payment is credited to the account as of the date of original receipt by GMAC. Thus, if a check can be traced to an account maintained by GMAC the borrower will not be prejudiced by the initial inability to identify the proper account.
5. If the mail room department is unable to find an account to credit the check to, it is the usual practice of GMAC to send the check back to the sender.
6. It is the usual practice of GMAC to send a bank check back to the originating bank if it cannot be credited to an account maintained by GMAC and the customer cannot be identified.
7. GMAC creates a record of any payments that are returned because they could not be credited to an account maintained by GMAC. This record is created in the normal course of business and is created on the date the check is returned.
8. Attached hereto as Exhibit A is a true and correct copy of a portion of this record from the month of March 2008.
9. The record indicates check number 848683 in the amount of \$5450.00 was returned to the issuing bank, Biddeford Savings Bank, on March 4, 2008.
10. This record indicates that the check returned to Biddeford Savings Bank could not be credited to an account maintained by GMAC because the check lacked information that would allow GMAC to identify the borrower or the account that the check was intended as a payment for. Specifically, when the check was initially received by GMAC it did not contain an account number or borrower name and thus it could not be credited to any one of the 20,596 of loan accounts from the State of Maine that GMAC services. The fact that the check was drawn on a bank in Maine was not sufficient information for us to match it to any specific account.
11. Biddeford Saving Bank Check number 848683 was again received by GMAC on March 21, 2008. This time the check contained the account number 0601335790 and the name "Gordon

James." Although this information allowed us to match the check to an account maintained by GMAC, the check was insufficient to pay the full amount due on that account on the date of receipt.

Dated: 4/23, 2010

[Signature]
Manager, Loan Administration

STATE/Commonwealth of Iowa, ss. _____, 2010

Personally appeared the above-named Scott Lathrop, known to me to be the person described in the foregoing Affidavit, and being duly sworn by me, made oath that the above Affidavit signed by him/her is true.



Before me,
[Signature]
Notary Public
Julie McCray
Printed Name
2-22-2012
My Commission Expires

STATE OF MAINE
CUMBERLAND,SS

MAINE DISTRICT COURT
DISTRICT NINE
DIVISION OF SOUTHERN CUMBERLAND
CIVIL ACTION
DOCKET NO. POR-RE-2008-476

GMAC MORTGAGE, LLC

Plaintiff

v.

STEVEN ARCHIBALD AND ROBYN
GOOGINS

Defendants

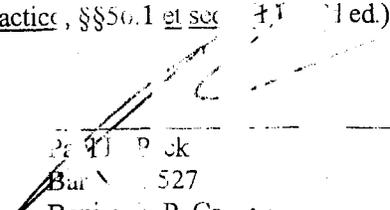
MOTION FOR
SUMMARY JUDGMENT

IN RE TO REAL ESTATE
IS INVOLVED

NOW COMES the Plaintiff, GMAC Mortgage LLC ("GMAC"), and moves this Honorable Court to enter a Judgment of Foreclosure and Sale against the Defendants for the relief demanded in the Complaint, pursuant to M.R.Civ.P. 56, since the pleadings and Affidavits on file disclose that there is no genuine issue as to any material fact, and GMAC is entitled to judgment as a matter of law.

The authority for the Court to grant this Motion is found in M.S.A. §6322; M.R.Civ.P. 56; 2 Field, McKusick and Wroth, Maine Civil Practice, §§56.1 et seq. (1st ed.).

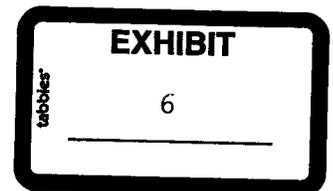
Dated: 11/19 2008


Benjamin P. Campbell
Bar No. 527
Bar No. 134
Attorney for GMAC

DRUMMOND & DRUMMOND, LLP
One Monument Way
Portland, Maine 04101
(207) 774-0317

GMAC IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION PROVIDED BY YOU OR ANY OTHER PARTY WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

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STATE OF MAINE
CUMBERLAND,SS

MAINE DISTRICT COURT
DISTRICT NINE
DIVISION OF SOUTHERN CUMBERLAND
CIVIL ACTION
DOCKET NO. POR-RE-2008-476

GMAC MORTGAGE, LLC)
)
)
 Plaintiff)
 v.)
 STEVEN ARCHIBALD AND ROBYN)
 GOOGINS)
)
 Defendants)

**STATEMENT OF MATERIAL
FACTS PURSUANT TO
M.R. CIV. PRO. 56(b)(1)**

GMAC Mortgage, LLC ("GMAC") contends that the following facts are not in dispute:

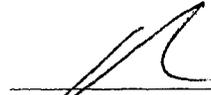
1. Defendants executed and delivered to Residential Mortgage Services, Inc. an Adjustable Rate Note ("Note"), dated March 25, 2005, Complaint ¶ 4 and ¶ 3 of the Affidavit of Jeffrey Stephan, dated November 14, 2008, and filed herewith (II's Affidavit).
2. Defendants executed and delivered to Residential Mortgage Services, Inc. a Mortgage, dated March 25, 2005 and recorded in the Cumberland County Registry of Deeds in Book 22462, Page 77. Complaint ¶ 5, II's Affidavit ¶ 4.
3. The Note was subsequently assigned to GMAC by the Note Endorsement attached to the Note. Complaint ¶ 6. II's Affidavit ¶ 5.
4. Mortgage Electronic Registration Systems, Inc., acting solely as a nominee for Residential Mortgage Services, Inc. and its successors and assigns, as the beneficiary of said Mortgage subsequently assigned said Mortgage to GMAC. Complaint ¶ 7, II's Affidavit ¶ 6.
5. Demand has been made upon Defendants for payment of all amounts due under said Note and Mortgage. Complaint ¶ 9, II's Affidavit ¶ 8.

7/21/11

6. Defendants are in default under the terms of said Note and Mortgage. Complaint ¶ 9 and 10, II's Affidavit ¶ 7 and 8.

7. Defendants owe to GMAC the principal amount of \$190,603.35, interest thereon to October 16, 2008, in the amount of \$13,265.34, together with fees and costs. II's Affidavit ¶ 9, II's counsel's Affidavit ¶ 3, dated November 18, 2008.

Dated: 11/18 2008



Paul E. Peck
Bar No. 3527
Benjamin P. Campo, Jr.
Bar No. 9334
Attorneys for GMAC

DRUMMOND & DRUMMOND, LLP
One Monument Way
Portland, Maine 04101
(207 774-0317

Loan No. 0601212198
STATE OF MAINE
CUMBERLAND,SS

MAINE DISTRICT COURT
DISTRICT NINE
DIVISION OF SOUTHERN CUMBERLAND
CIVIL ACTION
DOCKET NO. POR-RE-2008-476

GMAC MORTGAGE, LLC)

Plaintiff)

v.)

STEVEN ARCHIBALD AND ROBYN)

GOOGINS)

Defendants)

**AFFIDAVIT IN SUPPORT
OF PLAINTIFF S MOTION
FOR SUMMARY JUDGMENT**

COMMONWEALTH OF PENNSLVANIA

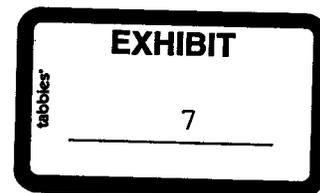
Montgomery, ss.

Jeffrey Stephan

I, **Limited Signing Officer** propose and say as follows:

1. My name is **Jeffrey Stephan**
Limited Signing Officer . I am a Limited Signing Officer with GMAC

Mortgage, LLC (GMAC), a limited liability company organized and existing under the laws of the State of Delaware with a principal place of business in Fort Washington, Pennsylvania. I have under my custody and control the records relating to the mortgage transaction referenced below. My knowledge as to the facts set forth in this Affidavit is derived from my personal knowledge of these records. These records were made at or near the time of the event, transaction, or from information transmitted by, a person with personal knowledge of the events recorded therein. These records are kept in the ordinary course of business of GMAC and all previous holders and servicers of the Note and Mortgage referenced below and it is the regular practice of GMAC and all previous holders and servicers of the Note and Mortgage referenced below to make such records



2. GMAC maintained the account of the Note and Mortgage referenced below. By virtue of GMAC's maintenance of the account, GMAC is responsible for accepting payments, notifying debtors of the account status, and calling defaults.

3. Defendants executed and delivered to Residential Mortgage Services, Inc. an Adjustable Rate Note (Note), dated March 25, 2005 in the original principal amount of \$197,439.00, a true and correct copy of which is attached hereto as Exhibit A.

4. In order to secure said Note, Defendants executed and delivered to Residential Mortgage Services, Inc. in its favor a Mortgage, dated March 25, 2005, and recorded in the Cumberland County Registry of Deeds in Book 22462, Page 77, a true and correct copy of which is attached hereto as Exhibit B.

5. The Note was subsequently assigned to GMAC by the Note Endorsement attached to the Note.

6. Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Residential Mortgage Services, Inc. and its successors and assigns, as the beneficiary of said Mortgage subsequently assigned said Mortgage to GMAC by Assignment of Mortgage, dated December 20, 2007, and recorded in said Registry of Deeds in Book 25724, Page 252, a true and correct copy of which is attached hereto as Exhibit C.

7. Defendants are presently in default on said Note in that they have failed to make the monthly payments and therefore have breached the condition of the aforesaid Mortgage. Payments of principal and interest are due for November 1, 2007 to and including November 1, 2008.

8. On or about June 13, 2008, GMAC sent Defendants a notice of the default, a true and correct copy of which is attached hereto as Exhibit D. Defendants failed to reinstate the mortgage within the time period as set forth in said notice.

9. There is presently due and owing on said Note and Mortgage the principal amount of \$190,603.35, interest thereon to October 16, 2008, in the amount of \$13,265.34 with additional interest accruing on said principal balance at the contract rate, late fees of \$820.04, escrow advances of \$2,949.53, property inspection fees of \$127.50, expense advances of \$1,649.50, Speedpay fees of \$12.50 and attorney's fees and costs related to the collection of sums due under the Note, paid by GMAC.

10. Defendants are residents of Windham, in the County of Cumberland and State of Maine. Defendants are not in the military service of the United States as defined in Article I of the "Soldiers' and Sailors' Relief Act of 1940," as amended; said Defendants are not infants or incompetent persons; and venue is proper in this Court by virtue of the fact that the premises which are described in said Mortgage in this proceeding are located in Windham in the County of Cumberland and State of Maine.

Dated: November 14, 2008


Jeffrey Stephan
Limited Signing Officer
Is Limited Signing Officer

COMMONWEALTH OF PENNSYLVANIA
Montgomery, ss..

Jeffrey Stephan
Limited Signing Officer
November 14, 2008

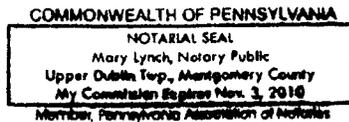
Personally appeared the above-named person described in the foregoing Affidavit, and being duly sworn by me, made oath that the above Affidavit signed by him/her is true.

Before me,


Notary Public

Printed Name

My Commission Expires



and \$732.00 in disbursements. Drummond & Drummond, LLP is on a flat fee basis with GMAC for foreclosure work. Our fee is based upon the stage of the foreclosure process we have reached. Our flat fee for all work on this file up to and including filing this motion is \$1,125.00. Our work on this file to date includes reviewing all loan documents; drafting fair debt notices; reviewing title work; drafting and recording of Assignment of Mortgage; drafting and filing of the Complaint for Foreclosure by Civil Action; recording of Clerk's Certificate; completing service of process; telephone conferences and correspondence with client; drafting and filing of the Motion for Summary Judgment, Memorandum of Law, Statement of Facts, supporting Affidavits and proposed Judgment of Foreclosure and Sale and Order. GMAC has incurred expenses totaling \$732.00 for disbursements made to Drummond & Drummond, LLP for the following: title costs of \$287.00, court costs of \$365.00, sheriff fees of \$62.00 and recording fees of \$18.00.

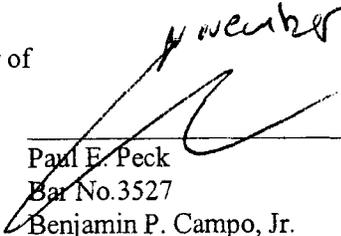
4. Additional legal services will be necessary to complete this foreclosure action, including services in preparing for, and attending the hearing in the Maine District Court Division of Southern Cumberland (if necessary), drafting redemption documents or preparing for and conducting the foreclosure sale, and filing a Report of Sale with the Court. I estimate that these additional services will require five to ten hours.

5. My normal hourly rate of \$225.00/\$160.00 per hour is fair and reasonable for an attorney of my age, experience and standing in the Portland area. Our firm's experienced legal assistants are billed at \$85.00 per hour. I have personal knowledge of attorneys and legal assistants of similar background and experience whose charges are equal to or greater than these rates.

6. In my opinion, and in the opinion of GMAC, the time spent and the charges therefore, to date and as estimated, are reasonable and necessary.

7. All of the above statements are true to the best of my knowledge and are believed by me to be true and correct.

Dated at Portland, Maine, this 18 day of November, 2008.



Paul E. Peck
Bar No. 3527
Benjamin P. Campo, Jr.
Bar No. 9334
Attorneys for GMAC

STATE OF MAINE
CUMBERLAND, ss.

11/19, 2008

Personally appeared the above-named Benjamin P. Campo, Jr./Paul E. Peck, known to me to be the person described in the foregoing Affidavit, and being duly sworn by me, made oath that the above Affidavit signed by him is true.

Before me,



Rebecca A. McGarey
Notary Public
My Commission Expires June 26

Printed Name

My Commission Expires

DRUMMOND & DRUMMOND, LLP
One Monument Way
Portland, Maine 04101
(207) 774-0317

STATE OF MAINE
CUMBERLAND, SS

MAINE DISTRICT COURT
DISTRICT NINE
DIVISION OF NORTHERN CUMBERLAND
CIVIL ACTION
DOCKET NO. BRI-RE-09-65

FEDERAL NATIONAL MORTGAGE
ASSOCIATION

Plaintiff

v.
NICOLLE M. BRADBURY

Defendant

and

GMAC MORTGAGE, LLC d/b/a
DITECH, LLC.COM and
BANK OF AMERICA, NA

Parties in Interest

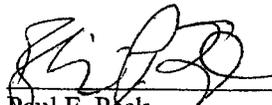
**MOTION FOR
SUMMARY JUDGMENT**

TITLE TO REAL ESTATE
IS INVOLVED

NOW COMES the Plaintiff, Federal National Mortgage Association ("FNMA"), and moves this Honorable Court to enter a Judgment of Foreclosure and Sale against the Defendant and Parties In Interest for the relief demanded in the Complaint, pursuant to M.R.Civ.P. 56, since the pleadings and Affidavits on file disclose that there is no genuine issue as to any material fact, and FNMA is entitled to judgment as a matter of law.

The authority for the Court to grant this Motion is found in 14 M.R.S.A. §6322; M.R.Civ.P. 56; 2 Field, McKusick and Wroth, Maine Civil Practice, §§56.1 et seq., (1970 2d ed.).

Dated: 8/12, 2009



Paul E. Peck
Bar No. 3527
Benjamin P. Campo, Jr.
Bar No.9334

EXHIBIT
tabbies
9

Attorneys for FNMA

DRUMMOND & DRUMMOND, LLP
One Monument Way
Portland, Maine 04101
(207) 774-0317

FNMA IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION PROVIDED BY YOU OR ANY OTHER PARTY WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

STATE OF MAINE
CUMBERLAND ,SS

MAINE DISTRICT COURT
DISTRICT NINE
DIVISION OF NORTHERN CUMBERLAND
CIVIL ACTION
DOCKET NO. BRI-RE-09-65

FEDERAL NATIONAL MORTGAGE)
ASSOCIATION)

Plaintiff)

v.)
NICOLLE M. BRADBURY)

Defendant)

and)

GMAC MORTGAGE, LLC d/b/a)
DITECH, LLC.COM and)
BANK OF AMERICA, NA)

Parties in Interest)

**STATEMENT OF MATERIAL
FACTS PURSUANT TO
M.R. CIV. PRO. 56(b)(1)**

Federal National Mortgage Association ("FNMA") contends that the following facts are not in dispute:

1. Defendant executed and delivered to GMAC Mortgage Corporation a Note, dated July 25, 2003, Complaint ¶ 4 and ¶ 3 of the Affidavit of Jeffrey Stephan, dated August 5, 2009, and filed herewith (II's Affidavit).

2. Defendant executed and delivered to GMAC Mortgage Corporation a Mortgage, dated July 25, 2003 and recorded in the Oxford County Registry of Deeds in Book 458, Page 84. Complaint ¶ 5, II's Affidavit ¶ 4.

3. The Note was subsequently assigned to FNMA by the endorsement as set forth on the Note Endorsement attached to the Note. Complaint ¶ 6, II's Affidavit ¶ 5.

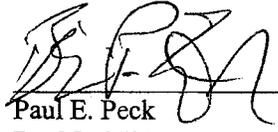
4. Mortgage Electronic Registration Systems, Inc., acting solely as a nominee for GMAC Mortgage Corporation and its successors and assigns, as the beneficiary of said Mortgage subsequently assigned said Mortgage to FNMA. Complaint ¶ 7, II's Affidavit ¶ 6.

5. Demand has been made upon Defendant for payment of all amounts due under said Note and Mortgage. Complaint ¶ 11, II's Affidavit ¶ 8.

6. Defendant is in default under the terms of said Note and Mortgage. Complaint ¶ 11 and 12, II's Affidavit ¶ 7 and 8.

7. Defendant owes to FNMA the principal amount of \$74,343.47, interest thereon to July 20, 2009, in the amount of \$3,867.06, together with fees and costs. II's Affidavit ¶ 9, II's counsel's Affidavit ¶ 3, dated August 12, 2009.

Dated: 8/12 2009


Paul E. Peck
Bar No.3527
Benjamin P. Campo, Jr.
Bar No. 9334
Attorneys for FNMA

DRUMMOND & DRUMMOND, LLP
One Monument Way
Portland, Maine 04101
(207 774-0317

My knowledge as to the facts set forth in this Affidavit is derived from my personal knowledge of these records. These records were made at or near the time of the event, transaction, or from information transmitted by, a person with personal knowledge of the events recorded therein. These records are kept in the ordinary course of business of GMAC as FNMA s servicer and all previous holders and servicers of the Note and Mortgage referenced below and it is the regular practice of GMAC as servicing agent to FNMA and all previous holders and servicers of the Note and Mortgage referenced below to make such records.

2. GMAC maintained the account of the Note and Mortgage referenced below. By virtue of GMAC s maintenance of the account, GMAC is responsible for accepting payments, notifying debtors of the account status, and calling defaults.

3. Defendant executed and delivered to GMAC Mortgage Corporation a Note, dated July 25, 2003 in the original principal amount of \$75,000.00, a true and correct copy of which is attached hereto as Exhibit A.

4. In order to secure said Note, Defendant executed and delivered to GMAC Mortgage Corporation in its favor a Mortgage, dated July 25, 2003, and recorded in the Oxford County Registry of Deeds in Book 458, Page 84, a true and correct copy of which is attached hereto as Exhibit B.

5. The Note was subsequently assigned to FNMA by the endorsement as set forth on the Note Endorsement attached to the Note.

6. Mortgage Electronic Registration Systems, Inc., acting solely as nominee for GMAC Mortgage Corporation and its successors and assigns, as the beneficiary of said Mortgage subsequently assigned said Mortgage to FNMA by Assignment of Mortgage, dated February 13,

2009, and recorded in said Registry of Deeds in Book 557, Page 40, a true and correct copy of which is attached hereto as Exhibit C.

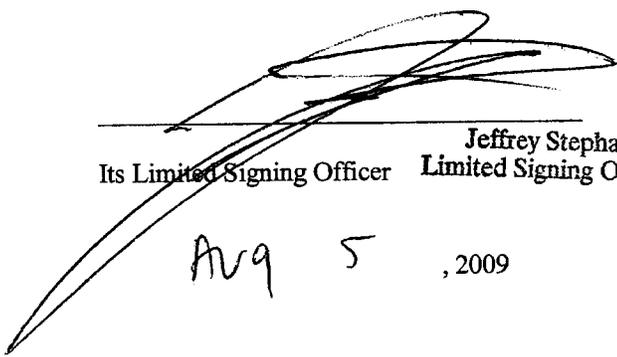
7. Defendant is presently in default on said Note in that she has failed to make the monthly payments and therefore has breached the condition of the aforesaid Mortgage. Payments of principal and interest are due for October 1, 2008 to and including July 20, 2009.

8. On or about November 7, 2008, GMAC sent Defendant a notice of the default, a true and correct copy of which is attached hereto as Exhibit D. Defendant failed to reinstate the mortgage within the time period as set forth in said notice.

9. There is presently due and owing on said Note and Mortgage the principal amount of \$74,343.47, interest thereon to July 20, 2009, in the amount of \$3,867.06 with additional interest accruing on said principal balance at the note rate of 5.875%, late fees of \$512.28, escrow advances of \$1,453.23, property inspection fees of \$101.25 and attorney's fees and costs related to the collection of sums due under the Note, paid by FNMA, less a suspense balance of \$142.20.

10. Defendant is a resident of Denmark, in the County of Oxford and State of Maine. Defendant is not in the military service of the United States as defined in Article I of the "Soldiers' and Sailors' Relief Act of 1940," as amended; said Defendant is not an infant or incompetent person; and venue is proper in this Court by virtue of the fact that the premises which are described in said Mortgage in this proceeding are located in Denmark in the County of Oxford and State of Maine.

Dated: Aug 5, 2009

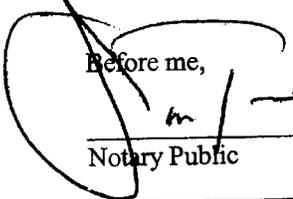

Its Limited Signing Officer Jeffrey Stephan
Limited Signing Officer

COMMONWEALTH OF PENNSLVANIA
Montgomery, ss..

Aug 5, 2009

Personally appeared the above-named, Jeffrey Stephan
Limited Signing Officer known to me to be
the person described in the foregoing Affidavit, and being duly sworn by me, made oath that the
above Affidavit signed by him/her is true.

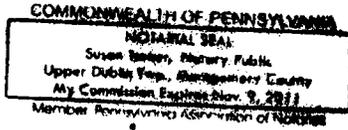
Before me,



Notary Public

Printed Name

My Commission Expires



information transmitted by, an employee of Drummond & Drummond, LLP who had knowledge of the event, act or transaction. These records are kept in the ordinary course of business of Drummond & Drummond, LLP, and it is the regular practice of Drummond & Drummond, LLP to make such records.

3. FNMA has incurred reasonable and necessary legal expenses in this foreclosure action through July 20, 2009 in the amount of \$2,128.46, consisting of \$1,431.00 in legal fees and \$697.46 in disbursements. Drummond & Drummond, LLP is on a flat fee basis with FNMA for foreclosure work. Our fee is based upon the stage of the foreclosure process we have reached. Our flat fee for all work on this file up to and including filing this motion is \$1,125.00. Our work on this file to date includes reviewing all loan documents; drafting fair debt notices; reviewing title work; drafting and recording of Assignment of Mortgage; drafting and filing of the Complaint for Foreclosure by Civil Action; recording of Clerk's Certificate; completing service of process; telephone conferences and correspondence with client; drafting and filing of the Motion for Summary Judgment, Memorandum of Law, Statement of Facts, supporting Affidavits and proposed Judgment of Foreclosure and Sale and Order. FNMA has incurred expenses totaling \$697.46 for disbursements made to Drummond & Drummond, LLP for the following: title costs of \$245.00, court costs of \$360.00, sheriff fees of \$55.46 and recording fees of \$37.00.

4. In addition, FNMA has incurred legal fees for the contested portion of this foreclosure in the amount of \$306.00 consisting of 1.70 hours at an hourly fee of \$180.00. Our work on this portion of the matter includes reviewing Defendant's Answer and Affirmative Defenses; reviewing file and documents provided by client; and Drafting, Revising and Editing Request for Production of Documents.

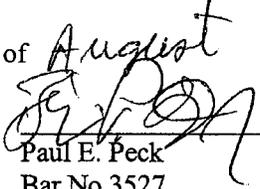
5. Additional legal services will be necessary to complete this foreclosure action, including services in preparing for, and attending the hearing in the Maine District Court Division of Northern Cumberland (if necessary), drafting redemption documents or preparing for and conducting the foreclosure sale, and filing a Report of Sale with the Court. I estimate that these additional services will require five to ten hours.

6. My normal hourly rate of ~~\$240.00~~/\$165.00 per hour is fair and reasonable for an attorney of my age, experience and standing in the Portland area. Our firm's experienced legal assistants are billed at \$90.00 per hour. I have personal knowledge of attorneys and legal assistants of similar background and experience whose charges are equal to or greater than these rates.

7. In my opinion, and in the opinion of FNMA, the time spent and the charges therefore, to date and as estimated, are reasonable and necessary.

8. All of the above statements are true to the best of my knowledge and are believed by me to be true and correct.

Dated at Portland, Maine, this 12 day of August, 2009.



Paul E. Peck
Bar No. 3527
Benjamin P. Campo, Jr.
Bar No. 9334
Attorneys for FNMA

STATE OF MAINE
CUMBERLAND, ss.

8/12, 2009

Personally appeared the above-named Benjamin P. Campo, Jr./~~Paul E. Peck~~, known to me to be the person described in the foregoing Affidavit, and being duly sworn by me, made oath that the above Affidavit signed by him is true.

Before me, 
Notary Public

REBEKAH A. MCGAREY
Notary Public, Maine
My Commission Expires June 26, 2015

Printed Name

My Commission Expires

DRUMMOND & DRUMMOND, LLP
One Monument Way
Portland, Maine 04101
(207) 774-0317

Loan No. 0554937904
STATE OF MAINE
CUMBERLAND, SS

MAINE DISTRICT COURT
DISTRICT NINE
DIVISION OF NORTHERN CUMBERLAND
CIVIL ACTION
DOCKET NO. BRI-RE-09-65

FEDERAL NATIONAL MORTGAGE)
ASSOCIATION)

Plaintiff)

v.)

NICOLLE M. BRADBURY)

Defendant)

and)

GMAC MORTGAGE, LLC d/b/a)
DITECH, LLC.COM and)
BANK OF AMERICA, NA)

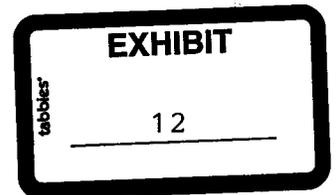
Parties in Interest)

AFFIDAVIT IN SUPPORT
OF PLAINTIFF'S MOTION
FOR SUMMARY JUDGMENT AND
OPPOSITION TO DEFENDANT'S
MOTION FOR REVISION AND
REVERSAL

COMMONWEALTH OF PENNSYLVANIA
Montgomery, ss.

I, Davida Harriott, depose and say as follows:

1. My name is Davida Harriott. I am a Senior Foreclosure Specialist with GMAC Mortgage, LLC ("GMAC"), a limited liability company organized and existing under the laws of the State of Delaware with a principal place of business in Fort Washington, Pennsylvania. GMAC, as the servicing agent for the mortgage to Federal National Mortgage Association (FNMA), has under its custody and control the records relating to the mortgage transaction referenced below, although said records are the legal property of FNMA. My knowledge as to



the facts set forth in this Affidavit is derived from my personal knowledge of these records. I have direct access to or have been provided with the business records of GMAC concerning the Note, Mortgage, and other loan documents which are the subject matter of this lawsuit, such records were made at or near the time of the event by, or from information transmitted by, a person with knowledge, such records were kept in the course of the regularly conducted business activity of GMAC, and it was the regular practice of GMAC to make such records.

2. As the servicer for FNMA, GMAC maintained the account of the Note and Mortgage referenced below. By virtue of GMAC's maintenance of the account, GMAC is responsible for accepting payments, notifying debtors of the account status, and calling defaults.

3. The records maintained by GMAC on behalf of FNMA reflect that Defendant executed and delivered to GMAC Mortgage Corporation a Note, dated July 25, 2003 in the original principal amount of \$75,000.00, a true and correct copy of which is attached hereto as Exhibit A.

4. The records maintained by GMAC on behalf of FNMA reflect that, in order to secure said Note, Defendant executed and delivered to GMAC Mortgage Corporation in its favor a Mortgage, dated July 25, 2003, and recorded in the Oxford County Registry of Deeds in Book 458, Page 84, a true and correct copy of which is attached hereto as Exhibit B.

5. The records maintained by GMAC on behalf of FNMA reflect that the Note was subsequently assigned to FNMA by the endorsement as set forth on the Note Endorsement attached to the Note.

6. The records maintained by GMAC on behalf of FNMA reflect that Mortgage Electronic Registration Systems, Inc., acting solely as nominee for GMAC Mortgage Corporation and its successors and assigns, as the beneficiary of said Mortgage subsequently

assigned said Mortgage to FNMA by Assignment of Mortgage, dated February 13, 2009, and recorded in said Registry of Deeds in Book 557, Page 40, a true and correct copy of which is attached hereto as Exhibit C.

7. The records maintained by GMAC on behalf of FNMA reflect that Defendant is presently in default on said Note in that she has failed to make the monthly payments and therefore has breached the condition of the aforesaid Mortgage. Payments of principal and interest are due for October 1, 2008 to and including July 16, 2010.

8. The records maintained by GMAC on behalf of FNMA reflect that, on or about November 7, 2008, GMAC sent Defendant a notice of the default, a true and correct copy of which is attached hereto as Exhibit D. Defendant failed to reinstate the mortgage within the time period as set forth in said notice.

9. The records maintained by GMAC on behalf of FNMA reflect that there is presently due and owing on said Note and Mortgage the principal amount of \$74,343.47, interest thereon to July 16, 2010, in the amount of \$8,186.83 with additional interest accruing on said principal balance at the note rate of 5.875%, late fees of \$772.98, escrow advances of \$3,984.53, a recording fee of \$16.00, other fees and costs of \$2,083.71 and attorney's fees and costs related to the collection of sums due under the Note, paid by FNMA, less a suspense balance of \$142.20. A true and correct copy of the payment history is attached hereto as Exhibit E. A true and correct copy of a payoff quote is attached hereto as Exhibit F.

10. The records maintained by GMAC on behalf of FNMA reflect that the premises which are described in said Mortgage in this proceeding are located in Denmark in the County of Oxford and State of Maine.

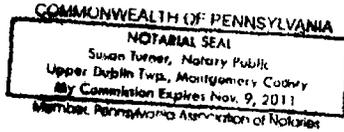
Dated: July 15, 2010

Davidia Harriott
Davidia Harriott
Senior Foreclosure Specialist

COMMONWEALTH OF PENNSYLVANIA
Montgomery, ss..

July 15, 2010

Personally appeared the above-named Davidia Harriott, Senior Foreclosure Specialist, known to me to be the person described in the foregoing Affidavit, and being duly sworn by me, made oath that the above Affidavit signed by him/her is true.



Before me,

Susan Turner
Notary Public

Susan Turner
Printed Name

11/9/11
My Commission Expires



STATE OF MAINE
YORK,SS

MAINE DISTRICT COURT
DISTRICT TEN
DIVISION OF WESTERN YORK
CIVIL ACTION
DOCKET NO.

GMAC MORTGAGE, LLC

Plaintiff

v.

SHAWN MORRISSETTE AND
NICOLE E. DUREPOS

Defendants

)
)
)
)
)
)
)
)
)
)

**CERTIFICATION OF
MORTGAGEE**

COMMONWEALTH OF PENNSYLVANIA

Montgomery ss.

Jeffrey Stephan
Limited Signing Officer

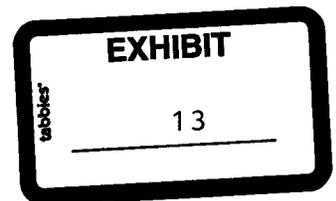
, depose and say as follows:

1. My name is **Jeffrey Stephan**. I am a Limited Signing Officer with GMAC ~~Limited Signing Officer~~ Mortgage, LLC (GMAC), a limited liability company organized and existing under the laws of the State of Delaware and having a principal place of business in Fort Washington, Pennsylvania. I have under my custody and control the records relating to the mortgage transaction referenced below.

2. GMAC maintained the account of the Note and Mortgage referenced below. By virtue of GMAC s maintenance of the account, GMAC is responsible for accepting payments, notifying debtors of the account status, and calling defaults.

3. I hereby CERTIFY, pursuant to Title 14 M.R.S.A. § 6321, to the following:

4. All steps mandated by law to provide notice to the Mortgagor pursuant to 14 M.R.S.A. § 6111 do not apply when a Mortgage contains a requirement that a



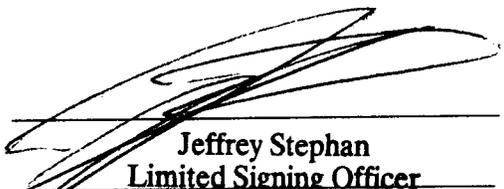
reinstatement, a Notice of Right to Cure or an equivalent notice be given to the Mortgagor at least 30 days prior to accelerating the maturity of the unpaid balance of the obligation or otherwise enforcing the Mortgage against the Mortgagor. *See 14 M.R.S.A. § 6111(5)*. The Mortgage, which is the subject of the above-referenced action, contains such a provision that exempts it from the statutory requirements of 14 M.R.S.A. §6111. Accordingly, the requirements of 14 M.R.S.A. § 6111 are inapplicable.

5. The subject Mortgage, dated September 12, 2008, and recorded in the York County Registry of Deeds in Book 15489, Page 205 was granted to SIDUS Financial, LLC, by Defendants, Shawn Morrissette and Nicole E. Durepos, to secure a Note dated September 12, 2008 given to SIDUS Financial, LLC by Defendants, Shawn Morrissette and Nicole E. Durepos. Said Mortgage was assigned to GMAC. Said Note was endorsed to GMAC. True copies of the Mortgage and Note are attached as exhibits to the Complaint in this action and are owned by GMAC.

Dated: Sept 20, 2009

By: _____

Its: _____


Jeffrey Stephan
Limited Signing Officer

STATE OF MAINE
YORK,SS

MAINE DISTRICT COURT
DISTRICT TEN
DIVISION OF WESTERN YORK
CIVIL ACTION
DOCKET NO. RE-09-328

GMAC MORTGAGE, LLC)

Plaintiff)

v.)

SHAWN MORRISSETTE AND)
NICOLE E. DUREPOS)

Defendants)

and)

LAKE ARROWHEAD COMMUNITY,)
INC.)

Party in Interest)

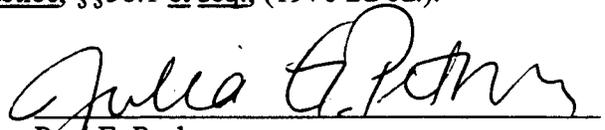
**MOTION FOR
SUMMARY JUDGMENT**

TITLE TO REAL ESTATE
IS INVOLVED

NOW COMES the Plaintiff, GMAC Mortgage, LLC ("GMAC"), and moves this Honorable Court to enter a Judgment of Foreclosure and Sale against the Defendants and Party In Interest for the relief demanded in the Complaint, pursuant to M.R.Civ.P. 56, since the pleadings and Affidavits on file disclose that there is no genuine issue as to any material fact, and GMAC is entitled to judgment as a matter of law.

The authority for the Court to grant this Motion is found in 14 M.R.S.A. §6322; M.R.Civ.P. 56; 2 Field, McKusick and Wroth, Maine Civil Practice, §§56.1 et seq., (1970 2d ed.).

Dated: 4/7/ 2010


Paul E. Peck
Bar No. 3527
Benjamin P. Campo, Jr.
Bar No. 9334
Julia G. Pitney

EXHIBIT

tabbles

14

Bar No. 10021
Attorneys for GMAC

DRUMMOND & DRUMMOND, LLP
One Monument Way
Portland, Maine 04101
(207) 774-0317

GMAC IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION PROVIDED BY YOU OR ANY OTHER PARTY WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

Loan No. 0602149560
STATE OF MAINE
YORK,SS

MAINE DISTRICT COURT
DISTRICT TEN
DIVISION OF WESTERN YORK
CIVIL ACTION
DOCKET NO. RE-09-328

GMAC MORTGAGE, LLC)

Plaintiff)

v.)

SHAWN MORRISSETTE AND)
NICOLE E. DUREPOS)

Defendants)

and)

LAKE ARROWHEAD COMMUNITY,)
INC.)

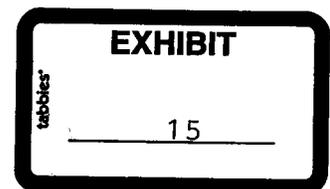
Party in Interest)

**AFFIDAVIT IN SUPPORT
OF PLAINTIFF S MOTION
FOR SUMMARY JUDGMENT**

COMMONWEALTH OF PENNSLVANIA
Montgomery, ss.

I, *Jeffrey stephan*, depose and say as follows:

1. My name is *Jeffrey Stephan* I am a Limited Signing Officer with GMAC Mortgage, LLC (GMAC), a limited liability company organized and existing under the laws of the State of Delaware with a principal place of business in Fort Washington, Pennsylvania. I have under my custody and control the records relating to the mortgage transaction referenced below. My knowledge as to the facts set forth in this Affidavit is derived



from my personal knowledge of these records. These records were made at or near the time of the event, transaction, or from information transmitted by, a person with personal knowledge of the events recorded therein. These records are kept in the ordinary course of business of GMAC and all previous holders and servicers of the Note and Mortgage referenced below and it is the regular practice of GMAC and all previous holders and servicers of the Note and Mortgage referenced below to make such records.

2. GMAC maintained the account of the Note and Mortgage referenced below. By virtue of GMAC's maintenance of the account, GMAC is responsible for accepting payments, notifying debtors of the account status, and calling defaults.

3. Defendants executed and delivered to SIDUS Financial, LLC a Note, dated September 12, 2008 in the original principal amount of \$155,942.00, a true and correct copy of which is attached hereto as Exhibit A.

4. In order to secure said Note, Defendants executed and delivered to SIDUS Financial, LLC in its favor a Mortgage, dated September 12, 2008, and recorded in the York County Registry of Deeds in Book 15489, Page 205, a true and correct copy of which is attached hereto as Exhibit B.

5. The Note was subsequently assigned to GMAC by the endorsement as set forth on the Note Endorsement attached to the Note. GMAC is in possession of the Note.

6. Mortgage Electronic Registration Systems, Inc., acting solely as nominee for SIDUS Financial, LLC and its successors and assigns, as the beneficiary of said Mortgage subsequently assigned said Mortgage to GMAC by Assignment of Mortgage, dated September 11, 2009, and recorded in said Registry of Deeds, a true and correct copy of which is attached hereto as Exhibit C. GMAC is in possession of the Mortgage.

7. GMAC certifies that it is the holder and is in possession of the Note and Mortgage.

8. The Mortgage, which is the subject of the above-referenced foreclosure action contains a provision that exempts it from the statutory requirements of 14 M.R.S.A. § 6111.

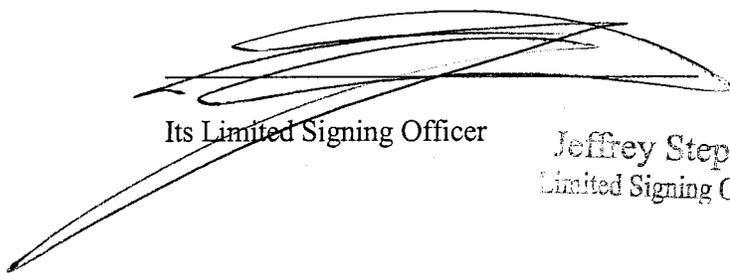
9. Defendants are presently in default on said Note in that they have failed to make the monthly payments and therefore have breached the condition of the aforesaid Mortgage. Payments of principal and interest are due for April 1, 2009 to and including March 5, 2010.

10. On or about June 2, 2009, GMAC sent Defendants a notice of the default, a true and correct copy of which is attached hereto as Exhibit D. Defendants failed to reinstate the mortgage within the time period as set forth in said notice.

11. There is presently due and owing on said Note and Mortgage the principal amount of \$155,229.45, interest thereon to March 5, 2010, in the amount of \$10,930.79 with additional interest accruing on said principal balance at the note rate of 6.50%, late fees of \$544.60, escrow advances of \$2,350.78, expense advances of \$989.00, property inspection fees of \$78.38 and attorney's fees and costs related to the collection of sums due under the Note, paid by GMAC.

12. Defendants are residents of Waterboro and Lyman, in the County of York and State of Maine. Defendants are not in the military service of the United States as defined in Article I of the "Soldiers' and Sailors' Relief Act of 1940," as amended; Copies of the Department of Defense Manpower Data Center, Military Status Report, dated March 9, 2010 are attached hereto as Exhibit E. Said Defendants are not infants or incompetent persons; and venue is proper in this Court by virtue of the fact that the premises which are described in said Mortgage in this proceeding are located in Waterboro in the County of York and State of Maine.

Dated: *March 10th*, 2010


Its Limited Signing Officer

Jeffrey Stephan
Limited Signing Officer

COMMONWEALTH OF PENNSLVANIA
Montgomery, ss..

March 10th, 2010

Personally appeared the above-named Jeffrey Stephen, known to me to be the person described in the foregoing Affidavit, and being duly sworn by me, made oath that the above Affidavit signed by him/her is true.

Before me,

Cindy A. Stewart

Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Printed Name

Cindy A. Stewart, Notary Public
Upper Dublin Twp, Montgomery County

My commission expires October 19, 2013

My Commission Expires

STATE OF MAINE
YORK,SS

MAINE DISTRICT COURT
DISTRICT TEN
DIVISION OF WESTERN YORK
CIVIL ACTION
DOCKET NO. RE-09-328

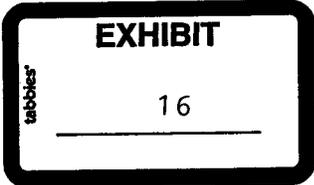
GMAC MORTGAGE, LLC)
)
Plaintiff)
v.)
SHAWN MORRISSETTE AND)
NICOLE E. DUREPOS)
Defendants)
)
and)
)
LAKE ARROWHEAD COMMUNITY,)
INC.)
)
Party in Interest)

**AFFIDAVIT IN SUPPORT
OF PLAINTIFF'S MOTION
FOR SUMMARY JUDGMENT
REQUESTING ATTORNEY'S
FEES AND DISBURSEMENTS**

I, ~~Paul E. Peck/Benjamin P. Campo, Jr.~~/Julia G. Pitney, being duly sworn, do depose and state the following:

1. I am an attorney at law duly admitted to practice in the State of Maine. I am an associate in the law firm of Drummond & Drummond, LLP located at One Monument Way, Portland, Maine. I am counsel to GMAC Mortgage, LLC ("GMAC"), in this action.

2. I have under my custody and control, the records relating to the services rendered by Drummond & Drummond, LLP to GMAC, in connection with this foreclosure action. My knowledge as to the facts set forth in this Affidavit is derived from my personal knowledge of these records. These records were made at or near the time of the event, transaction by, or from information transmitted by, an employee of Drummond & Drummond, LLP who had knowledge of



the event, act or transaction. These records are kept in the ordinary course of business of Drummond & Drummond, LLP, and it is the regular practice of Drummond & Drummond, LLP to make such records.

3. GMAC has incurred reasonable and necessary legal expenses in this foreclosure action through March 5, 2010 in the amount of \$2,836.50, consisting of \$1,845.00 in legal fees and \$991.50 in disbursements. Drummond & Drummond, LLP is on a flat fee basis with GMAC for foreclosure work. Our fee is based upon the stage of the foreclosure process we have reached. Our flat fee for all work on this file up to and including filing this motion is \$1,125.00. Our work on this file to date includes reviewing all loan documents; drafting fair debt notices; reviewing title work; drafting and recording of Assignment of Mortgage; drafting and filing of the Complaint for Foreclosure by Civil Action; recording of Clerk's Certificate; completing service of process; telephone conferences and correspondence with client; reviewing Defendants' answer; drafting and filing of the Motion for Summary Judgment, Memorandum of Law, Statement of Facts, supporting Affidavits and proposed Judgment of Foreclosure and Sale and Order. GMAC has incurred expenses totaling \$991.50 for disbursements made to Drummond & Drummond, LLP for the following: title costs of \$219.50, court costs of \$570.00, sheriff fees of \$132.35, skip trace fees of \$30.65 and recording fees of \$39.00.

4. In addition, GMAC has incurred legal fees for the contested portion of this foreclosure in the amount of \$720.00 consisting of 4.0 hours at an hourly fee of \$180.00. Our work on this portion of the matter includes reviewing Defendant's Answer and Affirmative Defenses; Drafting, Revising and Editing Motion to Vacate Mediation Order; Review of Financial Information for mediation; Attend Mediation.

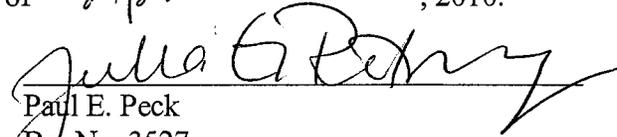
5. Additional legal services will be necessary to complete this foreclosure action, including services in preparing for, and attending the hearing in the Maine District Court Division of Western York (if necessary), drafting redemption documents or preparing for and conducting the foreclosure sale, and filing a Report of Sale with the Court. I estimate that these additional services will require five to ten hours.

6. My normal hourly rate of ~~\$240.00~~ \$165.00 per hour is fair and reasonable for an attorney of my age, experience and standing in the Portland area. Our firm's experienced legal assistants are billed at \$90.00 per hour. I have personal knowledge of attorneys and legal assistants of similar background and experience whose charges are equal to or greater than these rates.

7. In my opinion, and in the opinion of GMAC, the time spent and the charges therefore, to date and as estimated, are reasonable and necessary.

8. All of the above statements are true to the best of my knowledge and are believed by me to be true and correct.

Dated at Portland, Maine, this 7 day of April, 2010.


Paul E. Peck
Bar No. 3527
Benjamin P. Campo, Jr.
Bar No. 9334
Julia G. Pitney
Bar No. 10021
Attorneys for GMAC

STATE OF MAINE
CUMBERLAND, ss.

April 7, 2010

Personally appeared the above-named ~~Benjamin P. Campo, Jr.~~ Paul E. Peck/Julia G. Pitney, known to me to be the person described in the foregoing Affidavit, and being duly sworn by me, made oath that the above Affidavit signed by him is true.


Before me,



Notary Public

Printed Name

REBEKAH A. MCGAREY
Notary Public, Maine

My Commission Expires

~~My Commission Expires June 26, 2015~~

DRUMMOND & DRUMMOND, LLP
One Monument Way
Portland, Maine 04101
(207) 774-0317

STATE OF MAINE
YORK,SS

MAINE DISTRICT COURT
DISTRICT TEN
DIVISION OF WESTERN YORK
CIVIL ACTION
DOCKET NO. RE-09-328

GMAC MORTGAGE, LLC

Plaintiff

v.

SHAWN MORRISSETTE AND
NICOLE E. DUREPOS

Defendants

and

LAKE ARROWHEAD COMMUNITY,
INC.

Party in Interest

**JUDGMENT OF FORECLOSURE
AND SALE**

**Property Located At
13 Imperial Way
Waterboro, Maine
Book 15489, Page 205**

**TITLE TO REAL ESTATE
IS INVOLVED**

(After notice and ~~hearing~~) (Without hearing and no opposition pursuant to Rule 7(c)) and on Affidavits, the Court finds that there is cause for granting GMAC Mortgage, LLC ("GMAC")'s Motion for Summary Judgment, and the Court specifically finds that there has been a breach of conditions in GMAC's Mortgage, that there is due GMAC on said Note and Mortgage the principal amount of \$155,229.45, interest thereon to March 5, 2010, in the amount of \$10,930.79 with additional interest accruing on said principal balance at the note rate of 6.50%, late fees of \$544.60, escrow advances of \$2,350.78, expense advances of \$989.00, property inspection fees of \$78.38 and attorneys' fees and costs of \$2,836.50, plus any additional fees and costs incurred through and including the sale of the property.

The order of priority of the liens is:

- a. First to GMAC on its Mortgage, dated September 12, 2008 and recorded in the York County Registry of Deeds in Book 15489, Page 205, in the principal amount of \$155,229.45, interest thereon to March 5, 2010, in the amount of \$10,930.79, together with additional interest and costs as set forth above.
- b. Second to Lake Arrowhead Community, Inc. by virtue of a Certificate of Lien against defendants dated September 15, 2009, and recorded in said Registry of Deeds in Book 15725, Page 383.

Pursuant to 14 M.R.S.A. §1602-C the prejudgment interest rate is the note rate of 6.50% and the post-judgment interest rate is the note rate of 6.50%.

WHEREFORE, it is hereby expressly directed that an entry of Judgment of Foreclosure and Sale be made in favor of GMAC on its Complaint for Foreclosure by Civil Action, and, therefore, it is hereby ordered and decreed that if the Defendants, their heirs and assigns, do not pay to GMAC, its successors and assigns, the amount of the total claim due together with accrued interest and other charges as set forth above within ninety (90) days of the date hereof, then GMAC, its successors and assigns, shall be entitled to exclusive possession of the real estate, and GMAC may sell Defendants' real estate, and disburse the proceeds of the sale, after deducting the expenses thereof, first to GMAC, its successors and assigns, in the amount of the total claim due, plus accrued interest and other charges to the date of the sale on its mortgage as set forth in paragraph a above and second to Lake Arrowhead Community, Inc. by virtue of the Certificate of Lien as set forth in paragraph b. above. Should there be any surplus funds remaining, said surplus shall be turned over to the Maine District Court, Division of Western York, to be held in escrow for 6 months for the benefit of mortgagors, the mortgagors' successors, heirs and assigns, pursuant to 14 M.R.S.A. §6324. Should there be any surplus funds remaining, said surplus shall be turned over to the Defendants.

An execution shall issue against Defendants for any deficiency, provided that the statutory requirements are met.

Defendants and all other occupants are Ordered to vacate the real estate upon expiration of the statutory ninety (90) day redemption period if Defendants have not by that date redeemed the real estate

in accordance with statutory procedure. A Writ of Possession shall be issued to GMAC against Defendants and all other occupants for possession of said real estate if it is not redeemed as aforesaid.

Pursuant to 14 M.R.S.A. §2401(3), the Court finds that all parties have received all required notice of the proceedings and that all notice has been given in accordance with the applicable provisions of the Maine Rules of Civil Procedure and if the notice was served or given pursuant to an order of a court, including service by publication, that the notice was served or given pursuant to the order.

The names and addresses of all parties to this action and their counsel are as follows:

GMAC
c/o Paul E. Peck, Esq.
Drummond & Drummond, LLP
One Monument Way
Portland, ME 04101
Bar No. 3527

Shawn Morrissette
3 Cantara Avenue
Saco, ME 04072
Counsel: None

Nicole E. Durepos
67 Woodard Road
Augusta, ME 04330
Counsel: None

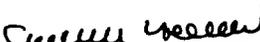
Lake Arrowhead Community, Inc.
c/o Michael D. Traister, Esq.
75 Pearl Street
P.O. Box 9785
Portland, ME 04104
Bar No. 8138

The real estate, which is the subject of this foreclosure action, is situated at 13 Imperial Way, Waterboro, Maine being more particularly described in Exhibit A attached hereto.

GMAC is Ordered, after the expiration of the appeal period, to record an attested copy of this Judgment of Foreclosure and Sale and Order in the York County Registry of Deeds and shall pay for the associated recording fees.

The Clerk is specifically directed pursuant to M.R.Civ.P. 79(a) to enter this Judgment on the civil docket by a notation incorporating it by reference.

Dated: 5/14/2010


District Court Judge

ORDER ENTERED IN COURT'S DOCKET ON: 5-18-10

I hereby certify that all applicable appeal periods have expired without action.

Dated:

, 2010

Clerk, Maine District Court

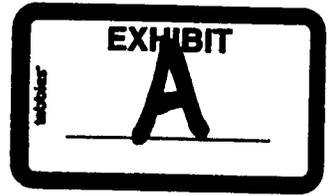


Exhibit A
13 Imperial Lane
Waterboro, Maine

A certain lot or parcel of land together with any buildings thereon situated in the Town of Waterboro, County of York and State of Maine, shown as Lot No. A-317 on Plan of Section 8, Sheet 3 of Plan entitled "Plan of Land in Waterboro, Maine owned by Lake Arrowhead Estates", prepared by Wright, Pierce, Barnes & Wyman, Engineers, Topsham, Maine and recorded in the York County Registry of Deeds in Plan Book 62, Page 29, referenced to which is hereby made for a more particular description of the property herein conveyed.

The premises are conveyed subject to and wit the benefits and burdens of the conditions, restrictions and covenants more specifically set forth in a Quitclaim Deed from Lake Arrowhead Trust, David N. Fisher, Jr., Trustee, to Paul A. Boudreau and Joan M. Boudreau, dated August 4, 1976, and recorded in the York County Registry of Deeds in Book 2124, Page 859.

For Grantors' source of title see deed of David C. Scullion, of even or recent date, to be recorded in the York County Registry of Deeds herewith.

End of Document

11 pp → NEW ENGLAND TITLE
2320 CONGRESS ST.
PORTLAND, ME 04102

DRUMMOND & DRUMMOND, LLP

COUNSELORS AT LAW
ONE MONUMENT WAY
PORTLAND, MAINE 04101

Horace W. Horton
Arthur A. Cerullo
Andrew W. Sparks
Alexandra E. Caulfield
Paul E. Peck
Philip P. Mancini
Jennifer I. Richard
Douglas F. Britton
Scott E. Herrick
Christopher E. Pazar
Stephanie N. Strouse
Benjamin P. Campo, Jr.
Peter D. Klein
Alexander W. Saksen
Nathaniel R. Huckel-Bauer
Julia G. Pitney

Wadleigh B. Drummond (1885-1979)
Josiah H. Drummond (1914-1991)

Of Counsel
Robert C. Samonemma
Paul M. Koziell

Telephone: 207-774-0317
Facsimile: 207-879-5870
E-mail: pmancini@ddlaw.com

August 3, 2010

Maine District Court
District Ten
Division of Western York
447 Main St
Springvale, ME 04083

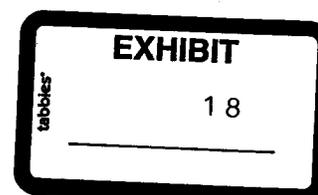
Re: GMAC Mortgage, LLC v. Shawn Morrissette and Nicole E. Durepos
Docket No. RE-09-328

Dear Clerk:

This firm filed a Motion for Summary Judgment in the above-captioned case on behalf of Plaintiff. The Affidavit of Jeffrey Stephan was offered in support of the Motion for Summary Judgment.

On June 7, 2010, Mr. Stephan's oral deposition was taken in the matter of *Federal National Mortgage Association v. Nicole M. Bradbury*, Maine District Court, District 9, Division of Northern Cumberland, Docket Number BRI-RE-09-65. As a result of this deposition, we discovered certain defects in the process by which affidavits in support of summary judgment were reviewed and executed by Mr. Stephan. An Affidavit from undersigned counsel regarding this issue is also enclosed herewith.

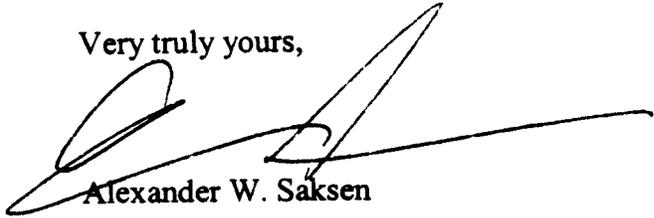
Undersigned counsel believes that the material averments of fact in the Affidavit supporting the Motion for Summary Judgment are accurate. However, out of an abundance of caution, and in order to maintain candor towards the tribunal pursuant to Rule 3.3 of the Maine Rules of Professional Conduct we are hereby filing a supplemental affidavit which confirms the substance of the previously filed Affidavit (indeed, its contents are identical). Please accept the filing of the Affidavits of Davida Harriott and undersigned counsel pursuant to Rule 56(e) of the Maine Rules of Civil Procedure.



WFO 2/11

Thank you for your assistance in this matter. Should you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,



Alexander W. Saksen

AWS/tmg

Enclosure

cc: Shawn Morrissette and Nicole E. Durepos
Michael D. Traister, Esq.

Loan No. 0602149560
STATE OF MAINE
YORK,SS

MAINE DISTRICT COURT
DISTRICT TEN
DIVISION OF WESTERN YORK
CIVIL ACTION
DOCKET NO. RE-09-328

GMAC MORTGAGE, LLC)
)
 Plaintiff)
 v.)
 SHAWN MORRISSETTE AND)
 NICOLE E. DUREPOS)
 Defendant)
 and)
 LAKE ARROWHEAD COMMUNITY,)
 INC.)
 Party in Interest)

**AFFIDAVIT OF
ALEXANDER W. SAKSEN
COUNSEL FOR PLAINTIFF**

STATE OF MAINE
CUMBERLAND, ss.

I, Alexander W. Saksen, counsel for Plaintiff in the above-captioned matter depose and state as follows:

1. I am an attorney with the law firm of Drummond & Drummond, LLP located in Portland, Maine. My firm has been retained to bring foreclosure actions by GMAC Mortgage, LLC ("GMAC"), and to represent the interests of GMAC and various lenders for whom GMAC services loans.
2. As part of the foreclosure litigation process, I am responsible for supervising the drafting and filing of summary judgment motions in GMAC matters.
3. As a matter of course, and pursuant to the requirements of Maine Rule of Civil Procedure 56, affidavits from representatives of GMAC are obtained and filed in support of summary judgment.

4. My firm filed a motion for summary judgment in this case that was supported by an affidavit from Jeffrey Stephan.

5. On June 7, 2010, Jeffrey Stephan was deposed in the course of litigation associated with a foreclosure, *Federal National Mortgage Association v. Nicole M. Bradbury*, Maine District Court, District 9, Division of Northern Cumberland, Docket Number BRI-RE-09-65. As a result of this deposition, Plaintiff's counsel discovered certain defects in the process by which affidavits in support of summary judgment were reviewed and executed by Mr. Stephan. Mr. Stephan testified that although he reviewed and confirmed certain information contained in such affidavits, he did not independently review and verify all of the information contained in the affidavits and the exhibits attached thereto, and that he did not routinely sign the affidavits in the presence of a notary.

6. The testimony of Mr. Stephan does not change the material substantive facts in this case.

7. Pursuant to the Rule 56(e) of the Maine Rules of Civil Procedure and Rule 3.3 of the Maine Rules of Professional Conduct, I am submitting the attached supplemental affidavit.

Dated:

8/3/10



Alexander W. Saksen Bar:4220

STATE OF MAINE
CUMBERLAND, ss.

8/3, 2010

Personally appeared the above-named, Alexander W. Saksen, known to me to be the person described in the foregoing Affidavit, and being duly sworn by me, made oath that the above Affidavit signed by him is true.

Before me,



Notary Public

CANDICE R. PIERCE

Notary Public, Maine

Printed Name

My Commission Expires August 14, 2015

My Commission Expires

These records are kept in the ordinary course of business of GMAC and all previous holders and servicers of the Note and Mortgage referenced below and it is the regular practice of GMAC and all previous holders and servicers of the Note and Mortgage referenced below to make such records.

2. GMAC maintained the account of the Note and Mortgage referenced below. By virtue of GMAC's maintenance of the account, GMAC is responsible for accepting payments, notifying debtors of the account status, and calling defaults.

3. Defendants executed and delivered to SIDUS Financial, LLC a Note, dated September 12, 2008 in the original principal amount of \$155,942.00, a true and correct copy of which is attached hereto as Exhibit A.

4. In order to secure said Note, Defendants executed and delivered to SIDUS Financial, LLC in its favor a Mortgage, dated September 12, 2008, and recorded in the York County Registry of Deeds in Book 15489, Page 205, a true and correct copy of which is attached hereto as Exhibit B.

5. The Note was subsequently assigned to GMAC by the endorsement as set forth on the Note Endorsement attached to the Note. GMAC is in possession of the Note.

6. Mortgage Electronic Registration Systems, Inc., acting solely as nominee for SIDUS Financial, LLC and its successors and assigns, as the beneficiary of said Mortgage subsequently assigned said Mortgage to GMAC by Assignment of Mortgage, dated September 11, 2009, and recorded in said Registry of Deeds, a true and correct copy of which is attached hereto as Exhibit C. GMAC is in possession of the Mortgage.

7. GMAC certifies that it is the holder and is in possession of the Note and Mortgage.

8. The Mortgage, which is the subject of the above-referenced foreclosure action contains a provision that exempts it from the statutory requirements of 14 M.R.S.A. § 6111.

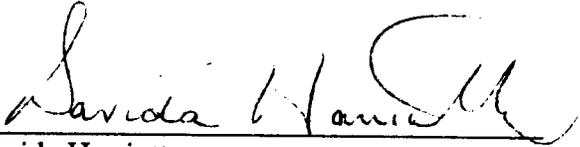
9. Defendants are presently in default on said Note in that they have failed to make the monthly payments and therefore have breached the condition of the aforesaid Mortgage. Payments of principal and interest are due for April 1, 2009 to and including March 5, 2010.

10. On or about June 2, 2009, GMAC sent Defendants a notice of the default, a true and correct copy of which is attached hereto as Exhibit D. Defendants failed to reinstate the mortgage within the time period as set forth in said notice.

11. There is presently due and owing on said Note and Mortgage the principal amount of \$155,229.45, interest thereon to March 5, 2010, in the amount of \$10,930.79 with additional interest accruing on said principal balance at the note rate of 6.50%, late fees of \$544.60, escrow advances of \$2,350.78, expense advances of \$989.00, property inspection fees of \$78.38 and attorney's fees and costs related to the collection of sums due under the Note, paid by GMAC.

12. Defendants are residents of Waterboro and Lyman, in the County of York and State of Maine. Defendants are not in the military service of the United States as defined in Article I of the "Soldiers' and Sailors' Relief Act of 1940," as amended; Copies of the Department of Defense Manpower Data Center, Military Status Report, dated March 9, 2010 are attached hereto as Exhibit E. Said Defendants are not infants or incompetent persons; and venue is proper in this Court by virtue of the fact that the premises which are described in said Mortgage in this proceeding are located in Waterboro in the County of York and State of Maine.

Dated: August 2nd, 2010



Davida Harriott

COMMONWEALTH OF PENNSYLVANIA
MONTGOMERY, ss.

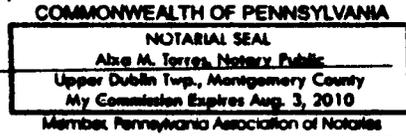
August 2nd, 2010

Personally appeared the above-named, Davida Harriott known to me to be the person described in the foregoing Affidavit, and being duly sworn by me, made oath that the above Affidavit signed by her is true.

Before me,

Aliza Torres
Notary Public

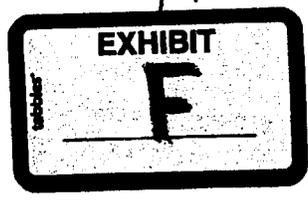
Printed Name



My Commission Expires

426152187

ME



STATE OF MAINE
ANDROSCOGGIN,SS

MAINE SUPERIOR COURT
CIVIL ACTION
DOCKET NO.

FEDERAL NATIONAL MORTGAGE)
ASSOCIATION)
))
Plaintiff)
v.)
JOSEPH E. PHILLIPS)
))
Defendant)
))
and)
MORTGAGE ELECTRONIC)
REGISTRATION SYSTEMS, INC.)
Party in Interest)

**CERTIFICATION OF
MORTGAGEEE**

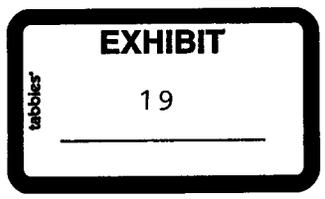
COMMONWEALTH OF PENNSYLVANIA
Montgomery, ss.

I, *Jeffrey Stephan*, depose and say as follows:

1. My name is *Jeffrey Stephan* I am a *LSO* with GMAC Mortgage, LLC (GMAC), a limited liability company organized and existing under the laws of the State of Delaware and having a principal place of business in Fort Washington, Pennsylvania. GMAC is the servicing agent for the mortgage to Federal National Mortgage Association (FNMA). I have under my custody and control the records relating to the mortgage transaction referenced below.

2. GMAC maintained the account of the Note and Mortgage referenced below. By virtue of GMAC s maintenance of the account, GMAC is responsible for accepting payments, notifying debtors of the account status, and calling defaults.

3. I hereby CERTIFY, pursuant to Title 14 M.R.S.A. § 6321, to the following:



4. All steps mandated by law to provide notice to the Mortgagor pursuant to 14 M.R.S.A. § 6111 do not apply when a Mortgage contains a requirement that a reinstatement, a Notice of Right to Cure or an equivalent notice be given to the Mortgagor at least 30 days prior to accelerating the maturity of the unpaid balance of the obligation or otherwise enforcing the Mortgage against the Mortgagor. See 14 M.R.S.A. § 6111(5). The Mortgage, which is the subject of the above-referenced action, contains such a provision that exempts it from the statutory requirements of 14 M.R.S.A. § 6111. Accordingly, the requirements of 14 M.R.S.A. § 6111 are inapplicable.

5. The subject Mortgage, dated December 8, 2005, and recorded in the Androscoggin County Registry of Deeds in Book 6610, Page 301 was granted to Homecomings Financial Network, Inc, by Joseph E. Phillips to secure a Note dated December 8, 2005 given to Homecomings Financial Network, Inc by Joseph E. Phillips. Said Mortgage was assigned to FNMA. Said Note was endorsed to FNMA. True copies of the Mortgage and Note are attached as exhibits to the Complaint in this action and are owned by FNMA.

Dated: *November 11th*, 2009

By: _____

Its: _____

Jeffrey Stephan
Limited Signing Officer

STATE OF MAINE
ANDROSCOGGIN,SS

MAINE SUPERIOR COURT
ANDROSCOGGIN COUNTY
CIVIL ACTION
DOCKET NO. RE-09-92

RECEIVED & FILED

MAR 30 2010

ANDROSCOGGIN
SUPERIOR COURT

FEDERAL NATIONAL MORTGAGE)
ASSOCIATION)
))
Plaintiff)
v.)
JOSEPH E. PHILLIPS)
))
Defendant)
))
and)
))
MORTGAGE ELECTRONIC)
REGISTRATION SYSTEMS, INC.)
))
Party in Interest)

**MOTION FOR
SUMMARY JUDGMENT**

TITLE TO REAL ESTATE
IS INVOLVED

NOW COMES the Plaintiff, Federal National Mortgage Association ("FNMA"), and moves this Honorable Court to enter a Judgment of Foreclosure and Sale against the Defendant and Party In Interest for the relief demanded in the Complaint, pursuant to M.R.Civ.P. 56, since the pleadings and Affidavits on file disclose that there is no genuine issue as to any material fact, and FNMA is entitled to judgment as a matter of law.

The authority for the Court to grant this Motion is found in 14 M.R.S.A. §6322; M.R.Civ.P. 56; 2 Field, McKusick and Wroth, Maine Civil Practice, §§56.1 et seq., (1970 2d ed.).

Dated: 3/24/2010

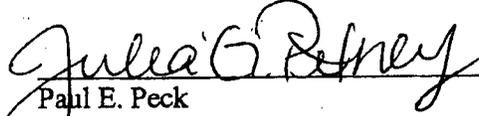

Paul E. Peck
Bar No. 3527
Benjamin P. Campo, Jr.
Bar No. 9334
Julia G. Pitney
Bar No. 10021
Attorneys for FNMA

EXHIBIT
tabbles
20

DRUMMOND & DRUMMOND, LLP
One Monument Way
Portland, Maine 04101
(207) 774-0317

FNMA IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION PROVIDED BY YOU OR ANY OTHER PARTY WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

STATE OF MAINE
ANDROSCOGGIN,SS

MAINE SUPERIOR COURT
ANDROSCOGGIN COUNTY
CIVIL ACTION
DOCKET NO. RE-09-92

FEDERAL NATIONAL MORTGAGE)
ASSOCIATION)

Plaintiff)

v.)
JOSEPH E. PHILLIPS)

Defendant)

and)

MORTGAGE ELECTRONIC)
REGISTRATION SYSTEMS, INC.)

Party in Interest)

**STATEMENT OF MATERIAL
FACTS PURSUANT TO
M.R. CIV. PRO. 56(b)(1)**

Federal National Mortgage Association ("FNMA") contends that the following facts are not in dispute:

1. Defendant executed and delivered to Homecomings Financial Network, Inc a Note, dated December 8, 2005, Complaint ¶ 4 and ¶ 3 of the Affidavit of Jeffrey Stephan, dated March 8, 2010, and filed herewith (II's Affidavit).

2. Defendant executed and delivered to Homecomings Financial Network, Inc a Mortgage, dated December 8, 2005 and recorded in the Androscoggin County Registry of Deeds in Book 6610, Page 301. Complaint ¶ 5, II's Affidavit ¶ 4.

3. The Note was subsequently assigned to FNMA by the Note Endorsement attached to the Note. FNMA is in possession of the Note. Complaint ¶ 6, II's Affidavit ¶ 5.

4. Mortgage Electronic Registration Systems, Inc., acting solely as a nominee for Homecomings Financial Network, Inc and its successors and assigns, as the beneficiary of said Mortgage subsequently assigned said Mortgage to FNMA. FNMA is in possession of the Mortgage. Complaint ¶ 7, II's Affidavit ¶ 6.

5. FNMA has certified that it is the holder and is in possession of the Note and Mortgage. Complaint ¶ 11, Exhibit F, II's Affidavit ¶ 7.

6. The Mortgage, which is the subject of the above-referenced foreclosure action contains a provision that exempts it from the statutory requirements of 14 M.R.S.A. § 6111. Complaint ¶ 11, Exhibit F, II's Affidavit ¶ 8.

7. Demand has been made upon Defendant for payment of all amounts due under said Note and Mortgage. Complaint ¶ 10, II's Affidavit ¶ 10.

8. Defendant is in default under the terms of said Note and Mortgage. Complaint ¶ 10 and 12, II's Affidavit ¶ 9 and 10.

9. Defendant is not in the military service of the United States as defined in Article I of the "Soldiers' and Sailors' Relief Act of 1940," as amended. II's Affidavit ¶ 12.

10. Defendant owes to FNMA the principal amount of \$124,863.38, interest thereon to March 4, 2010, in the amount of \$6,784.70, together with fees and costs. II's Affidavit ¶ 11, II's counsel's Affidavit ¶ 3, dated March 24, 2010.

Dated: 3/24/2010


Paul E. Peck
Bar No. 3527
Benjamin P. Campo, Jr.
Bar No. 9334
Julia G. Pitney
Bar No. 10021
Attorneys for FNMA

DRUMMOND & DRUMMOND, LLP

One Monument Way

Portland, Maine 04101

(207 774-0317

information transmitted by, a person with personal knowledge of the events recorded therein. These records are kept in the ordinary course of business of GMAC as FNMA's servicer and all previous holders and servicers of the Note and Mortgage referenced below and it is the regular practice of GMAC as servicing agent to FNMA and all previous holders and servicers of the Note and Mortgage referenced below to make such records.

2. GMAC maintained the account of the Note and Mortgage referenced below. By virtue of GMAC's maintenance of the account, GMAC is responsible for accepting payments, notifying debtors of the account status, and calling defaults.

3. Defendant executed and delivered to Homecomings Financial Network, Inc a Note, dated December 8, 2005 in the original principal amount of \$134,000.00, a true and correct copy of which is attached hereto as Exhibit A.

4. In order to secure said Note, Defendant executed and delivered to Homecomings Financial Network, Inc in its favor a Mortgage, dated December 8, 2005, and recorded in the Androscoggin County Registry of Deeds in Book 6610, Page 301, a true and correct copy of which is attached hereto as Exhibit B.

5. The Note was subsequently assigned to FNMA by the endorsement as set forth on the Note Endorsement attached to the Note. FNMA is in possession of the Note.

6. Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Homecomings Financial Network, Inc and its successors and assigns, as the beneficiary of said Mortgage subsequently assigned said Mortgage to FNMA by Assignment of Mortgage, dated November 5, 2009, and recorded in said Registry of Deeds, a true and correct copy of which is attached hereto as Exhibit C. FNMA is in possession of the Mortgage.

7. FNMA certifies that it is the holder and is in possession of the Note and Mortgage.

8. The Mortgage, which is the subject of the above-referenced foreclosure action contains a provision that exempts it from the statutory requirements of 14 M.R.S.A. § 6111.

9. Defendant is presently in default on said Note in that he has failed to make the monthly payments and therefore has breached the condition of the aforesaid Mortgage. Payments of principal and interest are due for May 1, 2009 to and including October 22, 2009.

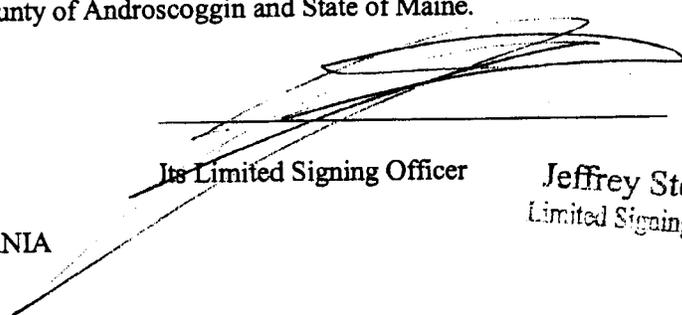
10. On or about June 30, 2009, GMAC sent Defendant a notice of the default, a true and correct copy of which is attached hereto as Exhibit D. Defendant failed to reinstate the mortgage within the time period as set forth in said notice.

11. There is presently due and owing on said Note and Mortgage the principal amount of \$124,863.38, interest thereon to March 4, 2010, in the amount of \$6,784.70 with additional interest accruing on said principal balance at the note rate of 5.875%, late fees of \$396.30, escrow advances of \$1,077.70, expense advances of \$530.00, property inspection fees of \$89.25 and attorney's fees and costs related to the collection of sums due under the Note, paid by FNMA.

12. Defendant is a resident of Inverness, in the County of Citrus and State of Florida. Defendant is not in the military service of the United States as defined in Article I of the "Soldiers' and Sailors' Relief Act of 1940," as amended; Copies of the Department of Defense Manpower Data Center, Military Status Report, dated March 3, 2010 are attached hereto as Exhibit E. Said Defendant is not an infant or incompetent person; and venue is proper in this Court by virtue of the fact that the premises which are described in said Mortgage in this proceeding are located in Mechanic Falls in the County of Androscoggin and State of Maine.

Dated: March 8th, 2010

COMMONWEALTH OF PENNSLVANIA


Its Limited Signing Officer

Jeffrey Stephan
Limited Signing Officer

Montgomery, ss..

March 8th, 2010

Personally appeared the above-named, Jeffrey Stephan known to me to be the person described in the foregoing Affidavit, and being duly sworn by me, made oath that the above Affidavit signed by him/her is true.

Before me,

Heather Reinhart
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Heather Reinhart, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Sept. 9, 2013
Member, Pennsylvania Association of Notaries

Printed Name

My Commission Expires

STATE OF MAINE
ANDROSCOGGIN,SS

MAINE SUPERIOR COURT
ANDROSCOGGIN COUNTY
CIVIL ACTION
DOCKET NO. RE-09-92

FEDERAL NATIONAL MORTGAGE)
ASSOCIATION)

Plaintiff)

v.)
JOSEPH E. PHILLIPS)

Defendant)

and)

MORTGAGE ELECTRONIC)
REGISTRATION SYSTEMS, INC.)

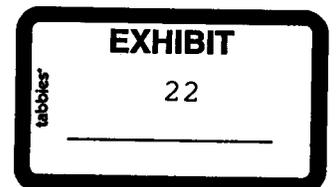
Party in Interest)

**AFFIDAVIT IN SUPPORT
OF PLAINTIFF'S MOTION
FOR SUMMARY JUDGMENT
REQUESTING ATTORNEY'S
FEES AND DISBURSEMENTS**

I, ~~Paul E. Peck/Benjamin P. Campe, Jr.~~/Julia G. Pitney, being duly sworn, do depose and state the following:

1. I am an attorney at law duly admitted to practice in the State of Maine. I am an associate in the law firm of Drummond & Drummond, LLP located at One Monument Way, Portland, Maine. I am counsel to Federal National Mortgage Association ("FNMA"), in this action.

2. I have under my custody and control, the records relating to the services rendered by Drummond & Drummond, LLP to FNMA, in connection with this foreclosure action. My knowledge as to the facts set forth in this Affidavit is derived from my personal knowledge of these records. These records were made at or near the time of the event, transaction by, or from information transmitted by, an employee of Drummond & Drummond, LLP who had knowledge of



the event, act or transaction. These records are kept in the ordinary course of business of Drummond & Drummond, LLP, and it is the regular practice of Drummond & Drummond, LLP to make such records.

3. FNMA has incurred reasonable and necessary legal expenses in this foreclosure action through March 3, 2010 in the amount of \$2,107.92, consisting of \$1,125.00 in legal fees and \$982.92 in disbursements. Drummond & Drummond, LLP is on a flat fee basis with FNMA for foreclosure work. Our fee is based upon the stage of the foreclosure process we have reached. Our flat fee for all work on this file up to and including filing this motion is \$1,125.00. Our work on this file to date includes reviewing all loan documents; drafting fair debt notices; reviewing title work; drafting and recording of Assignment of Mortgage; drafting and filing of the Complaint for Foreclosure by Civil Action; recording of Clerk's Certificate; completing service of process; telephone conferences and correspondence with client; drafting and filing of the Motion for Summary Judgment, Memorandum of Law, Statement of Facts, supporting Affidavits and proposed Judgment of Foreclosure and Sale and Order. FNMA has incurred expenses totaling \$982.92 for disbursements made to Drummond & Drummond, LLP for the following: title costs of \$238.75, court costs of \$565.00, sheriff fees of \$138.17 and recording fees of \$41.00.

4. Additional legal services will be necessary to complete this foreclosure action, including services in preparing for, and attending the hearing in the Androscoggin County Superior Court (if necessary), drafting redemption documents or preparing for and conducting the foreclosure sale, and filing a Report of Sale with the Court. I estimate that these additional services will require five to ten hours.

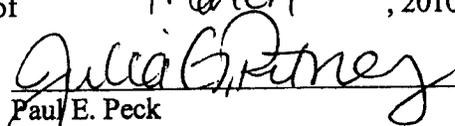
5. My normal hourly rate of ~~\$240.00~~/\$165.00 per hour is fair and reasonable for an attorney of my age, experience and standing in the Portland area. Our firm's experienced legal

assistants are billed at \$90.00 per hour. I have personal knowledge of attorneys and legal assistants of similar background and experience whose charges are equal to or greater than these rates.

6. In my opinion, and in the opinion of FNMA, the time spent and the charges therefore, to date and as estimated, are reasonable and necessary.

7. All of the above statements are true to the best of my knowledge and are believed by me to be true and correct.

Dated at Portland, Maine, this 24 day of march, 2010.


Paul E. Peck
Bar No. 3527
Benjamin P. Campo, Jr.
Bar No. 9334
Julia G. Pitney
Bar No. 10021
Attorneys for FNMA

STATE OF MAINE
CUMBERLAND, ss.

MARCH 24, 2010

Personally appeared the above-named Benjamin P. Campo, Jr./Paul E. Peck/Julia G. Pitney, known to me to be the person described in the foregoing Affidavit, and being duly sworn by me, made oath that the above Affidavit signed by him is true.

Before me,



Notary Public

Printed Name REBEKAH A. MCGAREY
Notary Public, Maine
My Commission Expires June 26, 2015

My Commission Expires

DRUMMOND & DRUMMOND, LLP
One Monument Way
Portland, Maine 04101
(207) 774-0317

DRUMMOND & DRUMMOND, LLP

COUNSELORS AT LAW
ONE MONUMENT WAY
PORTLAND, MAINE 04101

Wadleigh B. Drummond (1885-1979)
Josiah H. Drummond (1914-1991)

Of Counsel
Robert C. Santomenna
Paul M. Koziell

Telephone: 207-774-0317
Facsimile: 207-879-5870
E-mail: pmancini@ddlaw.com

Horace W. Horton
Arthur A. Cerullo
Andrew W. Sparks
Alexandra E. Caulfield
Paul E. Peck
Philip P. Mancini
Jennifer I. Richard
Douglas F. Britton
Scott E. Herrick
Christopher E. Pazar
Stephanie N. Strouse
Benjamin P. Campo, Jr.
Peter D. Klein
Alexander W. Saksen
Nathaniel R. Huckel-Bauer
Julia G. Pitney

August 4, 2010

Androscoggin County Superior Court
Linda Mason, Clerk
P. O. Box 3660
Auburn, ME 04212-3660

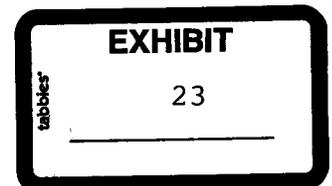
Re: GMAC Mortgage, LLC v. Joseph E. Phillips
Docket No. RE-09-92

Dear Clerk:

This firm filed a Motion for Summary Judgment in the above-captioned case on behalf of Plaintiff. The Affidavit of Jeffrey Stephan was offered in support of the Motion for Summary Judgment.

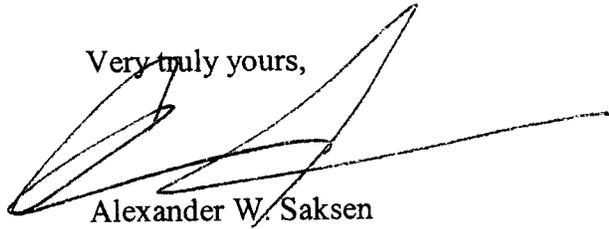
On June 7, 2010, Mr. Stephan's oral deposition was taken in the matter of *Federal National Mortgage Association v. Nicole M. Bradbury*, Maine District Court, District 9, Division of Northern Cumberland, Docket Number BRI-RE-09-65. As a result of this deposition, we discovered certain defects in the process by which affidavits in support of summary judgment were reviewed and executed by Mr. Stephan. An Affidavit from undersigned counsel regarding this issue is also enclosed herewith.

Undersigned counsel believes that the material averments of fact in the Affidavit supporting the Motion for Summary Judgment are accurate. However, out of an abundance of caution, and in order to maintain candor towards the tribunal pursuant to Rule 3.3 of the Maine Rules of Professional Conduct we are hereby filing a supplemental affidavit which confirms the substance of the previously filed Affidavit (indeed, its contents are identical). Please accept the filing of the Affidavits of Davida Harriott and undersigned counsel pursuant to Rule 56(e) of the Maine Rules of Civil Procedure.



Thank you for your assistance in this matter. Should you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Alexander W. Saksen', written over a horizontal line. The signature is stylized with a large loop at the beginning and a long, sweeping tail.

Alexander W. Saksen

AWS/tmg

Enclosure

cc: Joseph E. Phillips

MERS

Loan No. 0426152187
STATE OF MAINE
ANDROSCOGGIN COUNTY,SS

MAINE SUPERIOR COURT
CIVIL ACTION
DOCKET NO. RE-09-92

FEDERAL NATIONAL MORTGAGE)
ASSOCIATION)
)
Plaintiff)
v.)
JOSEPH E. PHILLIPS)
)
Defendant)
and)
)
MORTGAGE ELECTRONIC)
REGISTRATION SYSTEMS, INC.)
)
Party in Interest)

**AFFIDAVIT OF
ALEXANDER W. SAKSEN
COUNSEL FOR PLAINTIFF**

STATE OF MAINE
CUMBERLAND, ss.

I. Alexander W. Saksen, counsel for Plaintiff in the above-captioned matter depose and state as follows:

1. I am an attorney with the law firm of Drummond & Drummond, LLP located in Portland, Maine. My firm has been retained to bring foreclosure actions by GMAC Mortgage, LLC (“GMAC”), and to represent the interests of GMAC and various lenders for whom GMAC services loans.
2. As part of the foreclosure litigation process, I am responsible for supervising the drafting and filing of summary judgment motions in GMAC matters.
3. As a matter of course, and pursuant to the requirements of Maine Rule of Civil Procedure 56, affidavits from representatives of GMAC are obtained and filed in support of summary judgment.

4. My firm filed a motion for summary judgment in this case that was supported by an affidavit from Jeffrey Stephan.

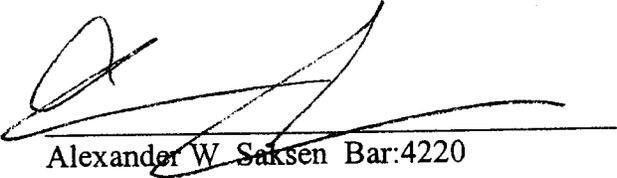
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6. The testimony of Mr. Stephan does not change the material substantive facts in this case.

7. Pursuant to the Rule 56(e) of the Maine Rules of Civil Procedure and Rule 3.3 of the Maine Rules of Professional Conduct, I am submitting the attached supplemental affidavit.

Dated:

8/4/10

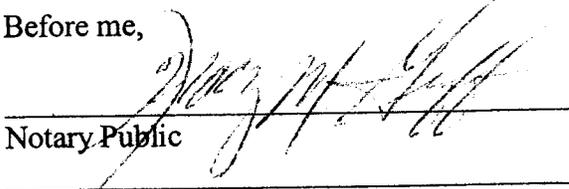

Alexander W. Saksen Bar:4220

STATE OF MAINE
CUMBERLAND, ss.

Aug 4, 2010

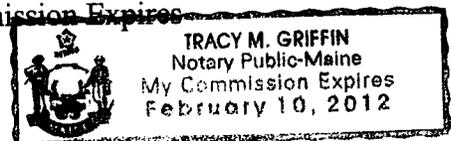
Personally appeared the above-named, Alexander W. Saksen, known to me to be the person described in the foregoing Affidavit, and being duly sworn by me, made oath that the above Affidavit signed by him is true.

Before me,


Notary Public

Printed Name

My Commission Expires



Loan No. 0426152187
STATE OF MAINE
ANDROSCOGGIN, SS

MAINE SUPERIOR COURT
CIVIL ACTION
DOCKET NO. RE-09-92

FEDERAL NATIONAL MORTGAGE)
ASSOCIATION)

Plaintiff)

v.)

JOSEPH E. PHILLIPS)

Defendant)

and)

MORTGAGE ELECTRONIC)
REGISTRATION SYSTEMS, INC.)

Party in Interest)

**SUPPLEMENTAL
AFFIDAVIT IN SUPPORT
OF PLAINTIFF'S MOTION
FOR SUMMARY JUDGMENT**

RECEIVED & FILED

**AUG 05 2010
ANDROSCOGGIN
SUPERIOR COURT**

COMMONWEALTH OF PENNSYLVANIA
MONTGOMERY, ss.

I, Davida Harriott, depose and say as follows:

1. My name is Davida Harriott, I am an employee with GMAC Mortgage, LLC ("GMAC"), a limited liability company organized and existing under the laws of the State of Delaware with a principal place of business in Fort Washington, Pennsylvania. GMAC is the servicing agent for the mortgage to Federal National Mortgage Association ("FNMA"). I have under my custody and control the records relating to the mortgage transaction referenced below. My knowledge as to the facts set forth in this Affidavit is derived from my personal knowledge of these records. These records were made at or near the time of the event, transaction, or from information transmitted by, a person with personal knowledge of the events recorded therein.

These records are kept in the ordinary course of business of GMAC as FNMA's servicer and all previous holders and servicers of the Note and Mortgage referenced below and it is the regular practice of GMAC as servicing agent to FNMA and all previous holders and servicers of the Note and Mortgage referenced below to make such records.

2. GMAC maintained the account of the Note and Mortgage referenced below. By virtue of GMAC's maintenance of the account, GMAC is responsible for accepting payments, notifying debtors of the account status, and calling defaults.

3. Defendant executed and delivered to Homecomings Financial Network, Inc a Note, dated December 8, 2005 in the original principal amount of \$134,000.00, a true and correct copy of which is attached hereto as Exhibit A.

4. In order to secure said Note, Defendant executed and delivered to Homecomings Financial Network, Inc in its favor a Mortgage, dated December 8, 2005, and recorded in the Androscoggin County Registry of Deeds in Book 6610, Page 301, a true and correct copy of which is attached hereto as Exhibit B.

5. The Note was subsequently assigned to FNMA by the endorsement as set forth on the Note Endorsement attached to the Note. FNMA is in possession of the Note.

6. Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Homecomings Financial Network, Inc and its successors and assigns, as the beneficiary of said Mortgage subsequently assigned said Mortgage to FNMA by Assignment of Mortgage, dated November 5, 2009, and recorded in said Registry of Deeds, a true and correct copy of which is attached hereto as Exhibit C. FNMA is in possession of the Mortgage.

7. FNMA certifies that it is the holder and is in possession of the Note and Mortgage.

8. The Mortgage, which is the subject of the above-referenced foreclosure action contains a provision that exempts it from the statutory requirements of 14 M.R.S.A. § 6111.

9. Defendant is presently in default on said Note in that he has failed to make the monthly payments and therefore has breached the condition of the aforesaid Mortgage. Payments of principal and interest are due for May 1, 2009 to and including October 22, 2009.

10. On or about June 30, 2009, GMAC sent Defendant a notice of the default, a true and correct copy of which is attached hereto as Exhibit D. Defendant failed to reinstate the mortgage within the time period as set forth in said notice.

11. There is presently due and owing on said Note and Mortgage the principal amount of \$124,863.38, interest thereon to March 4, 2010, in the amount of \$6,784.70 with additional interest accruing on said principal balance at the note rate of 5.875%, late fees of \$396.30, escrow advances of \$1,077.70, expense advances of \$530.00, property inspection fees of \$89.25 and attorney's fees and costs related to the collection of sums due under the Note, paid by FNMA.

12. Defendant is a resident of Inverness, in the County of Citrus and State of Florida. Defendant is not in the military service of the United States as defined in Article I of the "Soldiers' and Sailors' Relief Act of 1940," as amended; Copies of the Department of Defense Manpower Data Center, Military Status Report, dated March 3, 2010 are attached hereto as Exhibit E. Said Defendant is not an infant or incompetent person; and venue is proper in this Court by virtue of the fact that the premises which are described in said Mortgage in this proceeding are located in Mechanic Falls in the County of Androscoggin and State of Maine.

Dated: August 3, 2010


Davida Harriott

COMMONWEALTH OF PENNSYLVANIA
MONTGOMERY, ss.

August 3, 2010

Personally appeared the above-named, Davida Harriott known to me to be the person described in the foregoing Affidavit, and being duly sworn by me, made oath that the above Affidavit signed by her is true.

Before me,

Aixa M. Torres

Notary Public

Printed Name

My Commission Expires

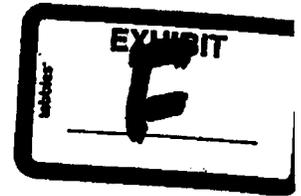
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL

Aixa M. Torres, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Aug. 3, 2010

Member, Pennsylvania Association of Notaries

STATE OF MAINE
YORK, SS

MAINE SUPERIOR COURT
CIVIL ACTION
DOCKET NO.



GMAC MORTGAGE, LLC)

Plaintiff)

v. THOMAS A. TRUE)

Defendant)

**CERTIFICATION OF
MORTGAGEE**

COMMONWEALTH OF PENNSYLVANIA
Montgomery, ss.

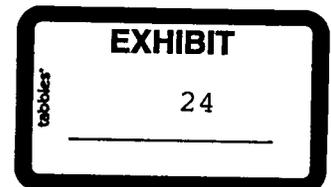
I, *Jeffrey Stephan*, depose and say as follows:

1. My name is *Jeffrey Stephan*. I am a *LSO* with GMAC Mortgage, LLC (GMAC), a limited liability company organized and existing under the laws of the State of Delaware and having a principal place of business in Fort Washington, Pennsylvania. I have under my custody and control the records relating to the mortgage transaction referenced below.

2. GMAC maintained the account of the Note and Mortgage referenced below. By virtue of GMAC s maintenance of the account, GMAC is responsible for accepting payments, notifying debtors of the account status, and calling defaults.

3. I hereby CERTIFY, pursuant to Title 14 M.R.S.A. § 6321, to the following:

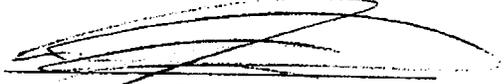
4. All steps mandated by law to provide notice to the Mortgagor pursuant to 14 M.R.S.A. § 6111 do not apply when a Mortgage contains a requirement that a reinstatement, a Notice of Right to Cure or an equivalent notice be given to the Mortgagor at least 30 days prior to accelerating the maturity of the unpaid balance of the

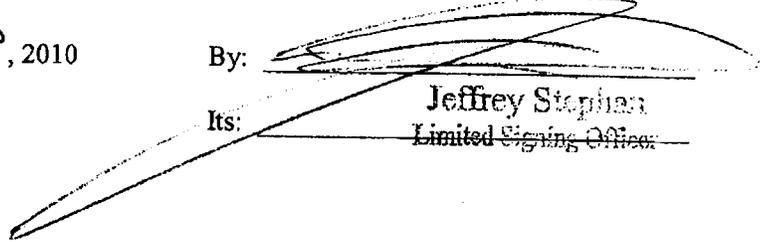


obligation or otherwise enforcing the Mortgage against the Mortgagor. See 14 M.R.S.A. § 6111(5). The Mortgage, which is the subject of the above-referenced action, contains such a provision that exempts it from the statutory requirements of 14 M.R.S.A. § 6111. Accordingly, the requirements of 14 M.R.S.A. § 6111 are inapplicable.

5. The subject Mortgage, dated March 24, 2009, and recorded in the York County Registry of Deeds in Book 15605, Page 157 was granted to Sidus Financial, LLC, by Thomas A. True to secure a Note dated March 24, 2009 given to Sidus Financial, LLC by Thomas A. True. Said Mortgage was assigned to GMAC. Said Note was endorsed to GMAC. True copies of the Mortgage and Note are attached as exhibits to the Complaint in this action and are owned by GMAC.

Dated: *April 27th*, 2010

By: 

Its: 

Jeffrey Stephan
Limited Signing Officer

Molleur Law Office

James F. Molleur
Tanya Sambatakos*
Andrea Bopp Stark*
Jennifer G. Hayden*
Nicolas T. Carter*

419 Alfred Street
Biddeford ME 04005-3747
Voice: (207) 283-3777
Fax: (207) 283-4558
Website: www.molleurlaw.com

*Admitted in Maine and Massachusetts

July 15, 2010

GMAC Mortgage, LLC
C/O Corporation Service Company
45 Memorial Circle
Augusta, Me 04330

Re: Nicolle M. Bradbury, Steven Archibald, Individually and On Behalf of All Others
Similarly Situated

Sent Via Certified Mail Return Receipt Requested No. 7007 0710 0004 3253 4434

To Whom It May Concern:

Please consider this a Request for Damages and Equitable Relief from GMAC Mortgage LLC ("GMAC") under the Maine Unfair Trade Practices Act ("UTPA"), 5 M.R.S.A. §213 on behalf of our clients Nicolle M. Bradbury, Steven Archibald and a class of persons similarly situated (the "Homeowners"). The Homeowners have suffered damages caused by GMAC's unfair and deceptive practices, which violate 5 M.R.S.A. §207, and other applicable laws. The following summary describes these violations of law and provides GMAC with an opportunity to settle this matter on a class-wide basis.

The Homeowners are consumers who entered into mortgage loan transactions which were placed into default status with GMAC acting as the creditor and/or servicer of the loan. Foreclosure proceedings were initiated against the Homeowners either by GMAC as servicer or alleged note holder or by a principal of GMAC as the alleged note holder and mortgage assignee.

Subsequently, motions for summary judgment were filed against several of the Homeowners in foreclosure proceedings where GMAC was the named plaintiff or acting as mortgage loan servicer for the named plaintiff. In support of the motions for summary judgment, GMAC filed affidavits signed by its employee, Jeffrey Stephan, who claimed to be a limited signing officer of GMAC Mortgage. In each affidavit, Stephan affirmed he has personal knowledge of the facts stated in his affidavit, that he had custody and control of the loan documents, and that "a true and accurate" copy of a note and/or a mortgage were attached. A deposition of Stephan on June 7, 2010 revealed that, as part of his regular practice in signing affidavits for summary judgment for GMAC, Stephan does not review nor verify that the exhibits referred to in his affidavits are a part of the affidavits when he signs, that he does not review the contents of his affidavits when he

EXHIBIT

25

tabbles

signs them except that he claims to have verified the "figures" in the affidavit by checking them against a computer screen and the name of the Homeowner, and that he does not appear before a notary when signing to be sworn that he read or swore to the truth of his affidavit. Stephan testified that his practices are fully in accordance with GMAC Mortgage, LLC operating policies and procedures.

GMAC has been on notice since at least 2006 that such practices occur in connection with affidavits filed in support of summary judgment motions seeking foreclosure of residential mortgages.

Judgment entered in many of the Homeowners' foreclosure actions where the Stephan affidavits were submitted in support of the motions for summary judgment, and many Homeowners' homes have been sold at auction as a result of such judgments.

The ongoing practices of GMAC in submitting false testimony to the Court in the form of Affidavits signed and subscribed to by Jeffrey Stephan: (1) after they were reprimanded by a Court of Law in Florida for engaging in exactly the same practices in 2006; (2) after Stephan testified to such practices in a previous deposition in 2009, (3) with knowledge that the Court would rely on them to enter an order taking away a family's home; and (4) charging Homeowners' accounts for bringing such Motions based on false affidavits are unfair and deceptive practices in violation of 5 M.R.S.A. §207.

Allowing motions for summary judgment where a Stephan affidavit has been submitted in support thereof to remain pending in current foreclosure proceedings in light of the sworn deposition testimony and admissions of Stephan in 2009 and 2010 constitutes unfair and deceptive acts and practices.

As a result of these unfair and deceptive practices, the Homeowners are in imminent danger of losing their homes, or have lost their homes. Additionally, the Homeowners have been charged attorneys' fees and costs by GMAC and/or their principals for bringing the motions for summary judgment and several of the Homeowners have incurred additional fees and costs in defending against the motions for summary judgment.

GMAC's conduct is part of a general business practice that is unfair and deceptive in violation of 5 M.R.S.A. § 207. GMAC's practices, as outlined above were willful and knowing. As a result of GMAC's practices, the Homeowners are in imminent danger of suffering or have suffered a loss of money or property. GMAC is liable to the Homeowners for actual damages, restitution, and equitable relief. Furthermore, GMAC is liable to the Homeowners for costs, and reasonable attorneys' fees, pursuant to 5 M.R.S.A. § 213.

Accordingly, by this correspondence, on their behalf we demand that within thirty days of the date of this demand letter, GMAC:

a. shall cease from submitting to the courts of the State of Maine on its own behalf or as mortgage loan servicer for any other entity affidavits signed by an individual who does not have personal knowledge of the facts stated in the affidavit, including the

exhibits attached thereto, nor shall it submit affidavits not signed and attested to in the presence of a notary public;

b. in any case pending in any court in this State where GMAC Mortgage, LLC is the named plaintiff or acting as mortgage loan servicer for the named plaintiff and where a motion for summary judgment is pending and an affidavit of Jeffery Stephan, GMAC Mortgage, LLC has been submitted in support of that motion, shall move to withdraw said motion on the ground that the affidavit in support thereof may not have been executed as required by law;

c. in any case pending in the courts in this State where GMAC Mortgage, LLC is the plaintiff or mortgage loan servicer for the plaintiff and where summary judgment has been entered for the plaintiff but a foreclosure sale has not yet occurred, GMAC Mortgage, LLC shall take whatever steps are necessary to ensure that no foreclosure sale is conducted and shall move to set aside said summary judgment order and any related judgment of foreclosure on the ground that the affidavit in support thereof may not have been executed as required by law;

d. shall notify every defendant whose residential property was sold at a foreclosure sale pursuant to a judgment of foreclosure, where an affidavit was submitted by Jeffrey Stephan in support of a motion for summary judgment, by personal service upon said defendant, that the affidavit in support thereof may not have been executed as required by law, and at the same time provide notice to such defendant of his or her right to seek relief from said judgment of foreclosure within one year of its entry pursuant to M.R.Civ.P. 60(b), said notice to be in a form approved by counsel for the Homeowners; and

e. shall reimburse the Homeowners for any and all attorneys' fees, and costs charged to them for the filing and prosecuting of summary judgment proceedings where an affidavit was submitted by Jeffrey Stephan and any fees and costs incurred by the Homeowners in defending against such motions for summary judgment.

Title 5 M.R.S.A. § 213 provides GMAC with the opportunity to make a reasonable written settlement offer upon receipt of this letter. If a tender of settlement is not received and accepted by us within thirty days of sending this letter, the Homeowners may bring an action in Court under 5 M.R.S.A. § 207 for actual damages, restitution, equitable relief, plus attorney's fees and costs.

I look forward to your response in hopes that we may work toward a prompt and equitable settlement of this matter.

Sincerely,



Andrea Bopp Stark
Molleur Law Office

cc: Linda Conti, Esq., Maine Department of the Attorney General

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

GMAC Mortgage, LLC
 c/o Corporation Service Co.
 45 Memorial Circle
 Augusta, ME 04330

2. Article Number

(Transfer from service label)

7007 0710 0004 3253 4434

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *S. Patenaude*

Agent

Addressee

B. Received by (Printed Name)

S. PATENAUDE

C. Date of Delivery

7-16-10

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes