

# CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

### I. (a) PLAINTIFFS

MELVIN J. PROCTOR, JR., NADINE M. MCKENZIE-PROCTOR  
DELORES WALLACE, RONNELL WALLACE, DINA SIMON

(b) County of Residence of First Listed Plaintiff PRINCE GEORGE'S  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Scott C. Borison, Legg Law Firm, LLC, 5500 Buckeystown Pike  
Frederick, MD 21703, (301) 620-1016 (see also attachment)

### DEFENDANTS MARYLAND

METROPOLITAN MONEY STORE CORP., FORDHAM AND  
FORDHAM INVESTMENT GROUP, LTD, et al.

County of Residence of First Listed Defendant  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE  
LAND INVOLVED.

Attorneys (if Known)

**RWT 07 CV 1957**

### II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

### III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   |                                |                                |   |                                |                                |
|---|--------------------------------|--------------------------------|---|--------------------------------|--------------------------------|
| Citizen of This State                   | PTF <input type="checkbox"/> 1 | DEF <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | PTF <input type="checkbox"/> 4 | DEF <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2     | <input type="checkbox"/> 2     | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5     | <input type="checkbox"/> 5     |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3     | <input type="checkbox"/> 3     | Foreign Nation  | <input type="checkbox"/> 6     | <input type="checkbox"/> 6     |

### IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input checked="" type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

### V. ORIGIN

(Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from another district (specify)
- 6 Multidistrict Litigation
- 7 Appeal to District Judge from Magistrate Judgment

### VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
18 U.S.C. §1961, et seq., 12 U.S.C. §2601, et seq.

Brief description of cause:  
**ACTIONS ARISING FROM FORECLOSURE RESCUE SCAM OPERATION**

### VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND:  Yes  No

### VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE  
July 24, 2007

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

### Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

**I. (a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

**II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

**III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

**IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

**V. Origin.** Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

**VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553  
Brief Description: Unauthorized reception of cable service

**VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

**VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

**ATTACHMENT TO CIVIL COVER SHEET**

**Additional Attorneys for Plaintiffs as follows:**

JANET LEGG, (Bar No. 15552)  
Legg Law Firm, LLC.  
5500 Buckeystown Pike  
Frederick MD 21703  
(301) 620-1016  
FAX: (301) 620-1018  
[legg@legglaw.com](mailto:legg@legglaw.com)

PHILLIP R. ROBINSON (Bar No. 27824)  
Civil Justice, Inc.  
520 West Fayette Street, Suite 410  
Baltimore, Maryland 21201  
(410) 706-0174  
FAX: 410-706-3196  
[probinson@civiljusticenetwork.org](mailto:probinson@civiljusticenetwork.org)

PETER A. HOLLAND (Bar No. 10866)  
BENJAMIN H. CARNEY (Bar No. 27984)  
The Holland Law Firm, P.C.  
1410 Forest Drive, Suite 21  
Annapolis, Maryland 21403  
(410) 280-6133  
FAX: (410) 280-8650  
[peter@hollandlawfirm.com](mailto:peter@hollandlawfirm.com)  
[ben@hollandlawfirm.com](mailto:ben@hollandlawfirm.com)

DEPARTMENT OF MARYLAND

2007 JUL 24 P 1:27

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND  
(Southern Division)

MELVIN J. PROCTOR, JR. \*  
NADINE M. MCKENZIE-PROCTOR \*  
8604 Sapienza Drive \*  
Fort Washington, Maryland 20744 \*

And \*

DELORES WALLACE \*  
RONNELL WALLACE \*  
816 Avanti Place \*  
Hyattsville, Maryland 20785 \*

CASE NO. \_\_\_\_\_

And \*

DINA SIMON \*  
4506 Hiwassee Drive \*  
Clinton, MD 20735 \*

On behalf of themselves and a class of \*  
others similarly situated \*

**CLASS ACTION COMPLAINT  
FOR DAMAGES &  
INJUNCTIVE RELIEF &  
DEMAND FOR JURY TRIAL**

v. \*

METROPOLITAN MONEY STORE CORP. \*  
#100 \*  
9320 Annapolis Road \*  
Lanham, Maryland 20706 \*

Serve on: \*  
Jennifer McCall, Resident Agent \*  
9800 Huxley Drive \*  
Lanham, Maryland 20706 \*

And \*

FORDHAM AND FORDHAM INVESTMENT \*  
GROUP, LTD. \*  
#310 \*  
9420 Annapolis Road \*  
Lanham, Maryland 20706 \*

Serve on:  
Kurt Fordham, President \*  
7602 Alloway Lane \*  
Beltsville, Maryland 20705 \*

And \*

RTE TITLE & ESROW, LLC \*  
9701 Apollo Drive, Suite 297 \*  
Largo, Maryland 20774 \*

Serve on:  
Valeria Tomlin, Resident Agent \*  
14400 Woodmore Oaks Court \*  
Bowie, Maryland 20721 \*

And \*

SUSSEX TITLE, LLC f/k/a CAP TITLE, LLC \*  
Suite 525 \*  
401 N. Washington Street \*  
Rockville, Maryland 20850 \*

Serve on:  
Alexander J. Chaudhry, Resident Agent \*  
Suite 525 \*  
401 N. Washington Street \*  
Rockville, Maryland 20850 \*

And \*

DIANE LINDA JONES \*  
508 Balboa Avenue \*  
Capitol Heights, Maryland 20743 \*

And \*

LETICIA NICHOLLS \*  
400 Browning Ave #2 \*  
Takoma Park, Maryland 20912-7146 \*

And \*

JAMIE ARMAND CLARK \*  
1105 Devonwood Circle \*  
Bowie, MD 20721 \*

And \*

JOY JENIS JACKSON \*  
12811 Glasgow Ct \*  
Fort Washington, MD 20744-7034 \*

And \*

KURT FORDHAM \*  
7602 Alloway Ln. \*  
Beltsville, MD 20705-6321 \*

And \*

ALEXANDER JAMIL CHAUDHRY \*  
10502 Grove Ridge Pl. 49 \*  
Rockville, MD 20852-4656 \*

And \*

VALERINA TOMLIN \*  
5617 Emack Ave. \*  
Lanham, MD 20706-4003 \*

And \*

JENNIFER MCCALL \*  
7602 Alloway Ln. \*  
Beltsville, MD 20705-6321 \*

And \*

SOUTHERN TITLE INSURANCE CORP. \*  
Serve On: \*  
Peggy J. Watson - Interim Commissioner \*  
Maryland Insurance Administration \*  
525 St. Paul Place \*  
Baltimore, MD 21202-2272 \*

And \*

CHICAGO TITLE INSURANCE COMPANY \*  
Serve On: \*

Peggy J. Watson - Interim Commissioner \*  
Maryland Insurance Administration \*  
525 St. Paul Place \*  
Baltimore, MD 21202-2272 \*

And \*

JOHN DOES 1-50 \*  
Addresses and names unknown at this time. \*

\* \* \* \* \*

**CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiffs, Melvin J. Proctor, Jr., Nadine M. McKenzie-Proctor, Delores Wallace, and Ronnell Wallace (collectively, "Plaintiffs"), on their own behalf and on behalf of the Class defined herein, by and through their attorneys Scott Borison and Janet Legg of the LEGG LAW FIRM, LLC, Peter A. Holland and Benjamin H. Carney of the HOLLAND LAW FIRM, LLC, and Phillip R. Robinson of CIVIL JUSTICE, INC., sue the Defendants and state as follows:

**INTRODUCTION**

1. This matter involves the single largest mortgage scam in the Mid-Atlantic history which has bilked homeowners of millions of dollars of lost equity, threatens these families with imminent foreclosure, and involved the willful participation of so-called real estate professionals—including licensed mortgage brokers, realtors, title insurers, attorneys, and settlement agents—who orchestrated and enabled the entire scheme.

2. Hundreds of Maryland, Virginia, and District of Columbia families, who thought they had entered into contracts to save their homes from foreclosure and/or mortgage refinance transactions, did in fact enter into illegal contracts and transactions facilitated by real estate

professionals whose sole motive was to enrich their extravagant lifestyles at the expense of hard working homeowners who were cash poor but equity rich in their properties.

3. The scam having now been exposed by various criminal investigations, these families are at risk of losing their homes through no fault of their own except for trusting real estate professionals and negligent third parties who did not look out for the homeowners' best interests and instead fraudulently and deceptively tricked the homeowners.

4. So-called real estate investor wannabes, a/k/a "Straw Buyers", who were complicit in the scheme, loaned their credit to fund the scam so that the real estate professionals could reduce their personal liability and create a transaction on paper which appear legitimate but was actually an elaborate scheme to defraud homeowners and the community.

5. As a result of the scheme, many homeowners are now threatened with loss of their home in tens or hundreds of pending foreclosures that, upon information and belief, involve loans funded as a direct and proximate result of New Century Mortgage's loose if not non-existent underwriting standards.

6. At a time when the region has already been identified by the Federal Bureau of Investigation as a "hotspot" for mortgage fraud, this scam will likely move it to the highest possible ranking.

7. The negative impact for all homeowners in the region as a result of this scheme is that hundreds of neighbors will needlessly lose their homes, unless immediate steps are taken, neighborhoods will lose millions of dollars in home values as a secondary negative impact from the impending foreclosures, and the so-called professional real estate professionals have been unjustly enriched through their illegal scheme.



## **PARTIES**

### **A. The Named Plaintiffs**

8. From November 1999 until April 2007, Melvin J. Proctor, Jr. and Nadine M. McKenzie-Proctor (“the Proctors”) resided at 8604 Sapienza Drive, Fort Washington, Maryland 20744 (“the Proctor Property”). Beginning in 2004, the Proctor Family faced financial difficulties, and fell behind in their mortgage payments owed on the Proctor Property. On or about November 21, 2005, a foreclosure was docketed against the Proctors in the Circuit Court for Prince George’s County, CAE05-24499.

9. At all times pertinent to this action Mr. & Mrs. Wallace (the “Wallace Family”) resided at 816 Avanti Place, Hyattsville, Maryland (the “Wallace Property”) with their 7 children. The Wallace Family was facing financial troubles in 2005 and 2006, and foreclosure proceedings were instituted against the Wallace Property on or about November 23, 2006 in the Circuit Court of Prince George’s County, Maryland, CAE06-25405.

10. At all times pertinent to this action Ms. Simon and her children (the “Simon Family”) resided at 4506 Hiwassee Drive, Clinton, MD 20735 (the “Simon Property”). The Simon Family was facing financial troubles in 2006, and sought the services of a possible refinance with the Metropolitan Money Store Corporation.

### **B. The Defendants**

11. Metropolitan Money Store Corp. (“Metropolitan”) is a Maryland entity that advertises for distressed homeowners, acts as a foreclosure consultant and credit services business, arranges for straw purchasers to obtain title to residences during or incident to a proposed foreclosure proceeding based on representations to homeowners that it will help repair their credit, arranges

for mortgages for those straw purchasers in an amount far exceeding the defaulted mortgages on those properties, and then siphons off substantial amounts of the mortgages it arranges for itself and its co-conspirators. In other words, Defendant Metropolitan would arrange for mortgages for amounts substantially more than was owed by the homeowners, pay off the homeowner's residential mortgage, and then pocket the excess funds for itself and its co-conspirators.

Metropolitan's principal place of business is in Prince George's County, Maryland. It is closely affiliated with Defendant, Fordham & Fordham Investment Group, Ltd. ("Fordham") which also acts as its agent. Metropolitan and Fordham are used by the individual Defendants, Joy Jackson, Jennifer McCall and Kurt Fordham to carry out their fraudulent and illegal activities set forth herein.

12. Fordham & Fordham Investment Group, Ltd. ("Fordham") is a sham entity that is paid money from the transactions involved in this case in exchange for no valuable services.

Fordham is a foreclosure consultant which assists its affiliate and principal Metropolitan in its foreclosure consulting and credit servicing business. Fordham's principal place of business is in Prince George's County, Maryland.

13. Regional Title and Escrow, LLC (hereafter "RTE") is one of the title companies which acted as a regular settlement agent and title insurance agent in foreclosure rescue scam transactions orchestrated by Metropolitan and Fordham. RTE Title's principle place of business is in Prince George's County. RTE is a title agent for Southern Title Insurance Corporation ("Southern").

14. Sussex Title, LLC, f/k/a CAP Title, LLC ("Sussex") is another title company which acted as a regular settlement agent and title insurance agent in foreclosure rescue scam transactions

orchestrated by Metropolitan and Fordham and their affiliates. Sussex regularly conducts business in Prince George's County. Sussex is a title agent for Chicago Title insurance Company ("Chicago").

15. Southern provides title insurance through its authorized, partner agents, including RTE, and claims in its advertising that it insures the interests of lenders and homeowners involved in real estate transactions. Southern also advertises that it works with its partner agents to grow their business. Southern also provides "unsurpassed title searches...a large title plant...[and] attentive underwriting support" for its partner agents involved in real estate transactions for buyers and sellers. Finally, Southern claims in its advertising that it is distinguished "from other underwriters by being a business partner."

16. Chicago is the largest title insurance company in the nation. In its advertising Chicago claims that, in addition to any defect in title known from an abstract or the public records, its title policies protect homeowners from unforeseen defects not in the public records or abstracts or even attorney opinions.

17. Diane Linda Jones ("Ms. Jones") acted as the straw purchaser in the Proctor transaction, took title to the Proctor Property and obtained a mortgage in her name on the Proctor Property in a settlement conducted by Sussex, and took thousands of dollars of the Proctor Family's money, through Metropolitan and Fordham, in payment for her illegal actions. Upon information and belief, Ms. Jones is a resident of Prince George's County.

18. Leticia Nicholls ("Ms. Nicholls") acted as the straw purchaser in the Wallace Family's transaction, took title to the Wallace Property and obtained a mortgage in her name on the Wallace Property in a settlement conducted by RTE, and took thousands of dollars of the

Wallace Family's money, through Metropolitan and Fordham, in payment for her illegal actions. Leticia Nicholls also acted as straw purchaser in one or more additional transactions with member(s) of the Class. Upon information and belief Ms. Nicholls is a resident of Montgomery County, Maryland.

19. Jamie Clark ("Clark") acted as the straw purchaser in the Simon Family's transaction and currently has record title to the Simon Property and is a resident of Prince George's County, Maryland.

20. Joy Jackson ("Jackson") participated in operating the entity known as Metropolitan to commit the fraud and illegal practices complained of herein and is a resident of Prince George's County, Maryland.

21. Jennifer McCall ("McCall") participated in operating the entity known as Metropolitan to commit the fraud and illegal practices complained of herein and is a resident of Prince George's County, Maryland.

22. Kurt Fordham ("Mr. Fordham") participated in operating the entity known as Fordham to commit the fraud and illegal practices complained of herein and is a resident of Prince George's County, Maryland.

23. Valerina Tomlin ("Tomlin") actively participated in operating the entity known as RTE to commit the fraud and illegal practices complained of herein and is a resident of Prince George's County, Maryland.

24. Alexander J. Chaudhry ("Chaudhry") actively participated in operating the entity known as Sussex to commit the fraud and illegal practices complained of herein and is a resident of Montgomery County, Maryland.

25. John Does 1-50 are other participants in the schemes as well as the straw purchasers, affiliated with Metropolitan and Fordham who, like Ms. Jones and Ms. Nicholls, took title to the homes of members of the class in transactions supervised by Metropolitan and Fordham and closed by RTE or Sussex. The identities of these John Doe Defendants are not currently known but will be easily ascertainable from the records of the Defendants.

### **JURISDICTION AND VENUE**

26. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §1331 (Federal Question), and 28 U.S.C. §1367 (Supplemental Jurisdiction).

27. Venue is proper in this District because, under 28 U.S.C. §1391(b), a substantial part of the events giving rise to claims herein occurred within this District and the Defendants all systematically and continually transact business in this District.

### **FACTUAL BACKGROUND**

28. This case is about a well organized and far reaching foreclosure rescue scam designed by the Defendants Jackson, McCall, Mr. Fordham, using Metropolitan and Fordham, Tomlin, Chaudhry and the John Does which the defendants labeled a "Foreclosure Reversal Program". The scam was carried out through the use and cooperation of the remaining defendants. All of the defendants were improperly, unfairly and illegally enriched by the Defendants by willfully, systematically and uniformly taking illegal advantage of hundreds of homeowners in foreclosure or at risk of foreclosure. The Foreclosure Reversal Program was a criminal enterprise which was made up of an association in fact consisting of the individual defendants, Jackson, McCall, Mr. Fordham, using Metropolitan and Fordham, and the title company Defendants.

29. The Maryland Commissioner of Financial Regulation, and other federal agencies, have initiated a major investigation of Metropolitan and the other Defendants in connection with the foreclosure rescue fraud described herein, which has caused significant damages to the Plaintiffs and members of the Class, as defined herein. **EXHIBIT 1.**
30. Upon information and belief only after the scheme was exposed by regulatory authorities did one Defendant, Sussex, begin to admit its participation in the scam in which it had significantly profited. As of the filing of this matter Sussex has not moved to repay any of the money that it received from its participation in the foreclosure rescue fraud scheme.
31. The Defendants have engaged in willful, systemic and widespread violations of the Federal Racketeer Influenced And Corrupt Organizations Act (“RICO”), the Real Estate Settlement Procedures Act (RESPA), and as to the Plaintiffs and other class members residing in Maryland the emergency legislation known as the Protection of Homeowners in Foreclosure Act (“PHIFA”), which was unanimously passed by the Maryland legislature, and made effective immediately upon the Governor’s signature on May 26, 2005.
32. RICO provides protections against patterns of racketeering, which consist of the repeated violations of predicate acts which are criminal violations such as mail fraud, wire fraud or money laundering to evade taxes as well as the collection of unlawful debt.
33. RESPA is a consumer protection statute that regulates the settlement procedures in real estate transactions, which requires that consumers, both buyers and sellers, receive disclosures at various times in the transaction, and which outlaws kickbacks or unearned fees that increase the cost of settlement services.

34. PHIFA provides protections to homeowners facing foreclosure from unscrupulous predators who seek to prosper by taking advantage of vulnerable homeowners. The PHIFA requires that foreclosure consultants, such as Defendants Jackson, McCall, Mr. Fordham, using Metropolitan and Fordham, provide mandatory disclosures, provide a mandatory and open-ended right of rescission, and prohibits foreclosure consultants from being in any way related to foreclosure purchasers.

35. The Defendants wholly ignored the requirements of each of these laws, and conducted their “Foreclosure Reversal Program” enterprise willfully and without regard for the rights of homeowners or state or federal laws. Instead, they developed an elaborate scheme to dupe homeowners out of both their homes and the significant home equity in each property.

36. All of the Defendants in this case knew that the Plaintiffs and the Class were homeowners covered, and thus protected, by RICO, RESPA as well as the Maryland residents by PHIFA, but the Defendants made no effort to comply with the requirements of each. Instead, they willfully and knowingly violated the laws in many respects.

37. Defendants Jackson, McCall, Mr. Fordham, using Metropolitan and Fordham, Tomlin and Chaudhry developed the scheme at issue in this case – the “Foreclosure Reversal Program” - to enrich themselves at the expense of hundreds of Maryland, Virginia, and District of Columbia vulnerable homeowners who were already in dire financial straits, and who generally had few assets aside from the substantial equity in their home. The Defendants, Jackson, McCall, Mr. Fordham, using Metropolitan and Fordham, RTE and Sussex, illegally took millions of dollars of equity from Plaintiffs and the other members of the Class as part of this standardized and illegal “Foreclosure Reversal Program” scheme.

38. The scheme started with a massive advertising campaign on television, radio, print, and in the public right-of-ways using Metropolitan to find homeowners in distress—especially targeting African American homeowners. The ads encouraged the homeowners facing foreclosure or potential foreclosure to call Metropolitan for help with their financial situation.

39. Once the Plaintiffs and other members of the class were lured in through the marketing program by the defendants Jackson, McCall, Mr. Fordham, using Metropolitan and Fordham, RTE or Sussex systematically ran the homeowners through the “Foreclosure Reversal Program” if the homeowners had sufficient equity in their properties – i.e. the properties were worth in excess of the defaulted mortgages on those properties. In most cases over \$100,000 in equity was required for the homeowner to be part of the program.

40. Defendants, Jackson, McCall, Mr. Fordham, using Metropolitan and Fordham, RTE and Sussex uniformly had the homeowners sign illegal form documents representing that the homeowners would be assisted to save their homes and improve their credit and HUD 1 Settlement Statements that contained false entries. These agreements and Settlement Statements failed to include required notices and disclosures, and violated RICO, RESPA and PHIFA as to the Maryland residents. The form documents included contracts for the “Foreclosure Reversal Program,” an example of which (titled “Addendum Contract”) is attached as **EXHIBIT 2**, the “Fordham & Fordham Investment Group” form, an example of which is attached as **EXHIBIT 3**, an “Assignment of Heirs” form, an example of which is attached as **EXHIBIT 4**, among other documents.

41. Despite their representations that they were helping homeowners to save their homes from foreclosure, the Defendants sought only to convert the equity in the properties of Plaintiffs



and members of the class to themselves. In order to convert that equity, the Defendants arranged for the sale of the homeowner's property to a "straw buyer" who Metropolitan or its affiliates arranged a mortgage loan in their name on the property. The mortgage(s) taken out by the straw buyer was invariably far in excess of the total amount of the homeowner's defaulted or delinquent mortgage, which allowed the Defendants Jackson, McCall, Mr. Fordham, using Metropolitan and Fordham, Tomlin, Chaudhry, RTE and Sussex, the straw purchasers, and other affiliates, to cash out the equity in the property to enrich themselves through various kickbacks. The straw purchasers were each paid thousands of dollars as kickbacks for loaning their credit to fund the transactions using federally related mortgages acquired in their names and engaging in these illegal transactions.

42. The straw purchasers used as the "paper" purchasers of the properties were all affiliated with Jackson, McCall, Mr. Fordham, using Metropolitan and Fordham, as revealed by Metropolitan and Fordham's form documents. Among other things, each of these straw purchasers signed "Investor" forms developed by Jackson, McCall, Mr. Fordham, using Metropolitan and Fordham, an example of which is attached as **EXHIBIT 5**, and also signed powers of attorney giving Metropolitan all rights to the properties the straw purchasers were purportedly buying for themselves. Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham were taking interests in residences in foreclosure while simultaneously acting as foreclosure consultants purportedly helping to save those residences.

43. To finance the foreclosure reversal transactions, Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, Tomlin, Chaudhry, RTE and Sussex arranged and settled federally related mortgage loans on the properties in foreclosure for its straw purchasers, taking

mortgage broker fees and various other fees in the process. This included title insurance premiums paid to Southern, Chicago and their agents in the transactions. Many of these mortgage loans were obtained through New Century Mortgage Corporation and Metropolitan also arranged extensions of credit for the straw purchasers through other mortgage companies.

44. New Century Mortgage Corporation recently made headlines across the nation when it became insolvent as the result of its improvident extensions of credit in the sub-prime mortgage marketplace.

45. Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, represented to Plaintiffs and members of the class that they would be allowed to stay in the properties for a year or more, and would be able to re-purchase the properties at the end of that time period. However, by that time the Defendants, Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, had increased the mortgages on the properties at issue by extracting fees payable to themselves as well as to RTE and Sussex for fees, including insurance premiums as agents for Defendants Southern and Chicago, to such a degree that all or most of the equity in the property was gone, and so that Plaintiffs and members of the class would be forced to obtain new mortgages in much larger amounts than those on which they had already defaulted or were delinquent in order to re-purchase the properties.

46. Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, identified and selected settlement companies which they knew would overlook the illegalities inherent in their regular business practices to close these transactions, including Sussex and RTE. Metropolitan and Fordham used Sussex virtually exclusively for its transactions until August 2006, and since then has used RTE, also virtually exclusively. RTE, in addition to charging other fees, also acted

as an agent for Defendant Southern; Sussex, in addition to charging other fees, is an agent for Defendant Chicago.

47. RTE and Sussex perform real estate settlement closing services for hundreds or thousands of mortgage loan transactions each year in Maryland, Virginia, and the District of Columbia and regularly perform in the course of its business certain abstract, title search, or title examination services. Additionally they act as agents for the defendants, Southern and Chicago.

48. As part of abstract, title search, or title examination services, RTE and Sussex were made aware, before the subject property's settlement date, of the pending foreclosure(s) or defaulted mortgages docketed against the properties of the Plaintiffs and members of the class.

49. As part of other settlement services provided in the regular course of its business, RTE and Sussex were also made aware of other certain facts which demonstrated the irregularities and illegalities in the transactions of Plaintiffs and members of the class. They knew that the buyer's expenses were actually being paid by the "sellers" of the property. This included fees ordinarily paid by buyers such as premiums for title insurance in favor of the buyer and his or her lender.

50. A settlement or title company of ordinary prudence, when presented with the evidence of pending foreclosures in the transactions of Plaintiffs and members of the class, would have inquired further as to the consumer's equitable interests in the property, whether Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, and their straw purchasers had complied with laws including RESPA and PHIFA for Maryland residents and would not have filed deeds in violation of the PHIFA and/or would have simply refused to engage in the transactions fraught with illegal kickbacks and fee splits.

51. Additionally, any meaningful supervision or review by Southern or Chicago of their

agents activities would have caused Southern and Chicago to inquire further as to the legality and propriety of the activities.

52. In addition to the knowledge of RTE and Sussex that the properties of Plaintiffs and members of the class were in foreclosure or default, RTE and Sussex also had other knowledge of the scam carried out by Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham. Each of these title companies and their principals simply closed too many of the same transactions to be ignorant of the illegal scheme of Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, unless they willfully blinded themselves to the activities of Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham. Both Sussex and RTE closed multiple transactions with Jackson, McCall, and Mr. Fordham as well as multiple transactions with their straw buyers, who often were involved in more than one transaction.

53. At the settlement of the Maryland transactions, RTE and/or Sussex would identify Metropolitan as the mortgage broker on the HUD-1 forms made out for the transactions, and would pay them substantial and unearned fees. These fees were paid by Plaintiffs and the other members of the Class, though RTE and Sussex showed on the HUD-1 statements that these fees were paid by the straw purchasers.

54. Similarly, the HUD 1 forms showed fees payable to RTE and Sussex and their principals, Southern and Chicago. These fees were actually paid by Plaintiffs and the other members of the Class, though RTE and Sussex showed on the HUD-1 statements that these fees were paid by the straw purchasers.

55. In other transactions conducted in the District of Columbia and Virginia, entities other than Metropolitan may have appeared on the HUD-1 settlement statement as providing mortgage

brokerage services, but in reality those fees benefited Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham. Some of other entities were affiliated business arrangements of Sussex and RTE and appeared in the transaction as an additional avenue for kickback or fee splits among the Defendants.

56. Sussex Title and RTE also prepared false HUD-1s in each transaction in that the settlement statement was designed to show that significant proceeds, exceeding tens or even hundreds of thousands of dollars, were being paid to the homeowners as sellers in the transaction but in fact were not paid. Instead these payments were channeled by RTE and Sussex to various affiliates and affiliated business arrangements as illegal kickbacks and unearned fees. RTE and Sussex falsified the HUD-1s Settlement Statements for the continued referral of business for themselves and their principals, Southern and Chicago. Their actions facilitated and enabled these transactions which were part of the widespread scam.

57. Sussex and RTE took settlement, processing, and various and sundry other fees for closing the transactions. In addition to the settlement services, the title company would sell the lender and/or the straw buyer title insurance as the agent for the title insurers Southern and Chicago. Sussex and RTE received hefty commissions for their role as agents.

58. RTE and Sussex were aware of Metropolitan and Fordham's illegal enterprise, and yet facilitated the closing of transactions for Jackson, McCall, Mr. Fordham, using Metropolitan and Fordham, and their straw purchasers anyway. RTE and Sussex systematically misrepresented the nature of the transactions of Plaintiffs and members of the class on the HUD-1 forms for those transactions, and systematically misrepresented the distribution of funds in the transactions of Plaintiffs and members of the class on those forms. These title companies channeled unearned

fees back to the straw buyer, Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, and others, through the use of agreements outside of the settlement statements purportedly authorizing the transfer of equity in the homes of Plaintiffs and other members of the Class to Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham.

59. This equity, often a substantial amount exceeding tens or even hundreds of thousands of dollars, would have gone to the homeowner had the house actually gone to foreclosure or had been sold through a listing agent on the open market. However, due to the “help” provided by Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, and the assistance and complicity of RTE and Sussex, the homeowners were deprived of all their equity.

60. The systematic false representations on HUD-1 Settlement Statements in the transactions for Plaintiffs and members of the class were designed to conceal the illegalities of the transactions, to prevent the Plaintiffs and members of the class from actually knowing what was going on in the transactions until it was too late to back out since RTE and Sussex wrongfully filed the deeds, and to give the Plaintiffs and members of the class false assurances that RTE and Tomlin and Sussex and Chaudhry were providing necessary, legal and legitimate settlement services to save the subject property from foreclosure in order to lull the victim into a false sense of legitimacy thereby preventing victim from contesting or questioning the services of the Defendants. The HUD-1 Settlement Statement succeeded in this respect.

61. RTE and Sussex also recorded deeds from the Plaintiffs and other class members from Maryland, under the supervision of Tomlin and Chaudhry respectively, to the straw purchasers before the Plaintiffs and other class members’ legal rights to rescind the transaction and those deeds expired.

62. In doing these acts described above, RTE and Sussex breached their duties to ensure that the transactions were free from illegality and in compliance with state and federal laws, among other things.

63. Southern and Chicago are responsible for the actions of their agents.

64. In connection with the closing of the transactions by RTE and Sussex, and the receipt of the equity in the homes of Plaintiffs and other class members by Jackson, McCall and Mr. Fordham, using Metropolitan and Fordham, Metropolitan and Fordham systematically prepared disbursement sheets in the form represented by **EXHIBIT 6**. This form is invariably a direct contradiction to the respective HUD-1 forms for Plaintiffs and members of the class.

65. As shown by the disbursement sheet, Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, and other settlement service providers, shared and split the equity they stole from the Plaintiffs and other class members in the form of unearned and exorbitant fees. In addition, Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, shared and split the equity it stole with the straw buyers of the properties. The actual homeowners, who had come to Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, seeking help to save their homes and/or potential mortgage refinances, had been robbed blind instead.

66. The disbursement sheets also show that while the HUD-1 forms invariably show large amounts of closing costs being incurred by the straw purchaser/borrower, these costs are actually being paid under by the Plaintiffs and the other members of the Class at the direction of Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham. In other words the straw buyers never paid any sums for the transactions and the funds came instead to RTE or Sussex from Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, as part of the continuing

money laundering scheme used to evade taxes.

67. The acts of the Defendants have caused damage to hundreds of Maryland, Virginia, and District of Columbia consumers entitled to certain protections under by RICO, RESPA, PHIFA, and other state laws, as a result of practices prohibited by these laws through the unlawful loss of the equity in their properties, illegal fees, and other costs.

68. The Plaintiffs seek relief in the form of damages for the equity that was stolen, the illegal kickbacks and the damage to their property as a result of the racketeering activity of the Defendants, and declaratory judgment that the transfers of deeds to their homes are void, and statutory treble damages under RICO, RESPA, and PHIFA for the willful conduct of the Defendants.

#### **FACTS APPLICABLE TO NAMED PLAINTIFFS**

##### ***a. The Proctor Family***

69. The Proctor Family lived in the Proctor Property (i.e. 8604 Sapienza Drive, Ft. Washington, MD 20744) from November 2, 1999 until April 2007.

70. Beginning in 2004, the Proctor Family faced financial difficulties, and fell behind in their mortgage payments owed on the Proctor Property.

71. On or about November 21, 2005, a foreclosure was docketed against the Proctor Family in the Circuit Court for Prince George's County, CAE05-24499.

72. The Proctor Family saw and responded to a Metropolitan advertisement on a roadside advertisement that said "Stop Foreclosure" as well as an advertisement they heard on the radio. The couple was lead to believe that Metropolitan could help them save their home from foreclosure.



73. As part of the transaction the Proctor Family was provided a number of documents to sign but did not give them copies of all the documents.
74. Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham form documents signed by the Proctor Family, represented that the documents were to help save their home and improve their credit.
75. The documents signed by the Proctor Family represented, among other things, that the Proctor Family would be allowed to stay in their home, that the Proctor Property would be put into the name of Metropolitan, that Metropolitan and Fordham would obtain an interest in the Proctor Property, that the Proctor Family would be able to re-purchase the Proctor Property for the amount of the mortgage on that property after one year, and that if the Proctor Family did not re-purchase their property, it would become the property of Metropolitan.
76. Jackson, McCall, Mr. Fordham, using Metropolitan and Fordham, arranged for one of their straw purchasers, Defendant, Ms. Jones, to take title to the Proctor Property, and arranged for a federally related mortgage loans in the name of Ms. Jones for residential purposes on the Proctor Property funded by Argent Mortgage Company, LLC (“Argent”). **EXHIBIT 7.**
77. Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, arranged for Sussex to act as the settlement agent in the transaction transferring title to Ms. Jones.
78. Sussex failed to comply with Argent’s closing instructions on the loans for Ms. Jones in several material aspects in that it did not verify any of Ms. Jones’ so-called down payment funds for the transaction, it followed Metropolitan and/or Fordham’s closing instructions, and it prepared a HUD-1 settlement that did not accurately reflect the actual receipts and disbursements from the transaction. **EXHIBIT 8.**

79. As part of the transaction, Sussex used the U.S. Mail and electronic wires to transfer and receive funds and documents related to the transaction. Specifically, Argent wired funds to Sussex's account at Citibank, F.S.B. Washington named CAP Title. LLC-MD/DC Escrow.

**EXHIBIT 9.**

80. As part of the transaction, Sussex also acted as an agent of Chicago and requested a Commitment for Title Insurance from Chicago for Argent and Ms. Jones. **EXHIBIT 10.**

81. As part of the transaction Sussex, as an agent or affiliate of Argent, Metropolitan, and Chicago, requested sometime before 4:51pm on September 9, 2006 by fax a title abstract from Express Abstracts and Title. **EXHIBIT 11.**

82. As part of the transaction Sussex, Argent, and Chicago had significant indications of the true nature of the overall scheme including: (a) that the abstract report conducted as part of the transaction by Express Abstracts and Title, which was provided by fax to Sussex at 2:47pm on January 11, 2006 and showed that the Proctor Family was facing foreclosure at the time of their transaction in the Circuit Court of Prince George's County, Maryland (Case No. CAE05-24499); (b) a letter in Sussex's closing file that was received by fax on January 17, 2006 at 9:50pm from Friedman & McFadden, P.A. (a known foreclosure firm in Maryland) to the Proctor Family disclosing the foreclosure case and sums necessary to pay the Proctor's defaulted mortgage; and (c) no licensed realtor was involved in the transaction but the purported contract between the parties included form contracts intended for the Prince George's County Board of Realtors.

83. The balance of the residential mortgage on the Proctor Property at the time of settlement was \$163,382.17.

84. Jackson, McCall, Mr. Fordham, using Metropolitan and Fordham, arranged for at least one new loan totaling \$280,000.00 to be taken against the Proctor Property. After payment of the Proctor's residential mortgage balance on the property as part of the Foreclosure Reversal Program, there was more than \$164,372.59 in equity remaining.

85. The HUD-1s for the Proctor Family's January 24, 2006 transaction shows that the remaining equity of more than \$164,372.59 was all going to the Proctors, but Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham and their affiliates actually illegally took more than \$100,000 of the Proctor Family's money, as shown by the disbursement sheet attached as **EXHIBIT 6**.

86. The disbursement sheet prepared by Sussex for the transaction and loan file also shows a payment in the form of check number 28470 to the Proctor Family drawn on the account of CAP Title LLC n/k/a Sussex at CitiBank FSB. **EXHIBIT 12**. However, this check was never given to the Proctor family. **EXHIBIT 13**.

87. This transaction, which constituted a loan of money to the Proctor Family, carried an interest rate in excess of twice the enforceable rate in Maryland. The loan to the Proctor Family, in the amount of the mortgage paid off, was in the amount of \$163,382.17. In exchange for this loan, the Defendants took as compensation more than \$100,000.00 and split it among themselves in a kickback scheme. The transaction, by its terms, was to be completed within one year with the Proctor Family's re-purchase of the property in the amount of the new mortgage on the property.

88. Accordingly, the loan transaction involving the Proctor Family carried an interest rate of approximately 60% per annum, which is far in excess of twice the enforceable interest rate on such a loan, and closer to ten times the enforceable interest rate.

89. The loans obtained by Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, on the Proctor Property stripped away the equity in that Property, and raised the mortgages on the Property by close to \$117,000.

90. None of the Defendants ever provided the Proctor Family with a "Notice of Right to Cancel Transfer of Deed or Title" or required Affiliated Business Arrangement disclosures for their retention and records, as they were required to do pursuant to PHIFA and RESPA.

91. Notwithstanding that Plaintiff's right to rescind had not expired pursuant to PHIFA, Sussex recorded the deed from Plaintiff to the straw purchaser in the county land records on April 25, 2006 at 12:52PM at Liber 24924, folio 414-416.

92. The straw purchaser, Linda Jones, transferred, purported to transfer, or encumbered her interest in the Proctor Property, with the aid and assistance of Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, Sussex, and other parties, to the lender of the residential mortgage(s) obtained on the Proctor Property before the Proctors' right to rescind or cancel the transaction pursuant to PHIFA had expired.

93. The acts and representations of the Defendants described above were unfair and deceived and tended to deceive the Proctor Family. The acts and representations of Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, Ms. Jones and Sussex violated several express prohibitions of the RICO, RESPA, PHIFA, and other state laws.

94. The Defendants failed to provide the Proctors with the required statutory disclosures from

PHIFA and RESPA and copies of all agreements and contracts executed with them.

95. The Defendants represented or held themselves out as advisors or consultants acting on behalf of the Proctors, homeowners and consumers entitled to certain protections.

96. Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham as well as Ms. Jones, acquired interests in the Property while acting as foreclosure consultants to the Proctors.

*b. The Wallace Family*

97. The Wallace Family has lived in the Wallace Property since 2002.

98. During 2006, the Wallace Family faced financial difficulties, and fell behind in their mortgage payments.

99. On or about November 22, 2006, a foreclosure was docketed against the Wallace Property in the Circuit Court for Prince George's County, Case No. CAE - 06-25405.

100. Delores Wallace saw and responded to a Metropolitan advertisement on television. Metropolitan told her that it could help her save her home from foreclosure, and that she and her husband needed to come to their office.

101. Initially the Wallace Family was told they could not be helped but then received a telephone call from Metropolitan telling the Wallace Family that they could be helped but they needed to come to Metropolitan's place of business. When the Wallace family arrived, they were presented with and executed form documents as directed by employees of Metropolitan and/or Fordham.

102. Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, told the Wallace Family that the form documents they signed were to help her save their home and improve their credit. Indeed, the documents themselves stated as much.

103. The documents signed by the Wallace Family represented, among other things, that the Wallace Family would be allowed to stay in their home, that the Wallace Property would be put into the name of a straw purchaser affiliated with Metropolitan and Fordham, that Metropolitan and Fordham would obtain an interest in the Wallace Property, that the Wallace Family would be able to re-purchase the Wallace Property for the amount of the mortgage on that property after one year, and that if the Wallace Family did not re-purchase their property, it would become the property of Fordham and Metropolitan.

104. Jackson, McCall, Mr. Fordham, using Metropolitan and Fordham, arranged for one of their straw purchasers, Defendant Ms. Nicholls, to take title to the Wallace Property, and arranged for a mortgage in the name of Ms. Nicholls for residential purposes on the Property.

**EXHIBIT 14.**

105. Jackson, McCall, Mr. Fordham, using Metropolitan and Fordham, arranged for RTE to act as the settlement agent in the transaction, under the supervision of Tomlin, transferring title to Ms. Nicholls.

106. As part of the transaction RTE, New Century, and Southern had significant indications of the true nature of the overall scheme including: (a) that the abstract report conducted as part of the transaction by Aogotech Services, which was provided by fax to RTE before November 30, 2006 showed that the Wallace Family was facing foreclosure at the time of their transaction in the Circuit Court of Prince George's County, Maryland; (b) a "Notice of Foreclosure Sale" letter in RTE closing file that was from Cohn, Goldberg, and Deutsch Friedman & McFadden, P.A. (a known foreclosure firm in Maryland) to the Wallace Family disclosing the foreclosure case; and (c) the funds required for Ms. Nicholls to acquire the Wallace Property did not in fact come from

Ms. Nicholls but came from Fordham or Metropolitan's account at Chevy Chase Bank in the form of a cashier's check dated December 1, 2006 for a November 30, 2006 transaction.

107. The balance of the mortgage on the Wallace Property at the time of settlement was \$201,960.79.

108. Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, arranged for two new residential mortgage loans totaling \$271,328.55 to be taken against the Wallace Property. After payment of the mortgage on the property, there was over \$69,000.00 in equity remaining.

109. The remaining equity of more than \$69,000.00 in the Wallace Property was used to pay the straw purchaser Nicholls \$10,000 and the remainder was split by Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, and other participants in the scheme.

110. Accordingly, for a loan of \$201,960.79 for one year, the Defendants demanded and took more than \$69,000.00 in compensation, resulting in an interest rate of about 34% per annum, far in excess of twice the enforceable rate on such a loan, and closer to six times the enforceable interest rate on such a loan.

111. The loans arranged by Metropolitan on the Wallace Property stripped away the equity in that Property, and raised the mortgages on the Property by close to \$70,000.00. The loans also virtually assured that the Wallace Family would not be able to re-purchase the Property as they were originally told they could, since the residential mortgage they would have to pay off to get the property back was now significantly higher than the residential mortgage they were already having trouble paying.

112. RTE failed to comply with New Century's closing instructions, that it received by fax at 4:47pm on July 24, 2006, on the loans for Nicholls in several material aspects in that it

conducted a settlement in which the borrower was not present, it did not seek New Century's prior approval for conducting the transaction on Nicholls' behalf by a power of attorney, it made amendments to the disbursements on the HUD-1 settlement statement without seeking prior approval of New Century, and it accepted funds for the down payment from Metropolitan or Fordham and not from Nicholls. **EXHIBIT 15.**

113. As part of the transaction, RTE used the electronic wires to receive funds and documents related to the transaction. Specifically, upon information and belief RTE received funds by wire transfer representing federally related loan(s) Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, arranged for Defendant, Ms. Nicholls.

114. As part of the transaction, RTE used the electronic wires to transfer funds and documents related to the transaction. Specifically, RTE wired proceeds from the transaction from its account at M&T Bank to Metropolitan's account at Chevy Chase Bank on December 5, 2006 in the amount of \$10,880 and to Fordham's account at Chevy Chase Bank on November 30, 2006 in the amount of \$48,403. **EXHIBIT 16.**

115. As part of the transaction Naomi Wright of RTE used the wires to email Jill Hess at New Century that the final proposed HUD-1 Settlement statements for the transaction had in fact been "just faxed" to Ms. Hess' attention on November 30, 2006. **EXHIBIT 17.**

116. This transaction, which constituted a loan of money to the Wallace Family, carried an interest rate in excess of twice the enforceable interest rate in the State of Maryland. The Wallace Family's original mortgage which was paid off was \$201, 960.79. The compensation received by the Defendants in exchange for paying off this mortgage was more than \$69,000.00, which is in excess of 34% of the amount that was paid off. The transaction under its terms was



to be complete in one year, with the Wallace family re-purchasing the Wallace Property in the amount of the new mortgage.

117. None of the Defendants ever provided the Wallace Family with a “Notice of Right to Cancel Transfer of Deed or Title” for her retention and records, as they were required to do.

118. Notwithstanding that Plaintiff’s right to rescind had not expired, RTE recorded the deed from Plaintiff to the straw purchaser in the county land records on December 28, 2006 at Liber 26734 Folio 152-155.

119. The straw purchaser, Letecia Nicholls, transferred, purported to transfer, or encumbered her interest in the Property to the lender of the two residential mortgages before Wallace’s right to rescind or cancel the transaction pursuant to PHIFA had expired.

120. The acts and representations of the Defendants described above were unfair and deceived and tended to deceive the Wallace Family. The acts and representations of Metropolitan and Fordham violated several express prohibitions of the PHIFA.

121. The Defendants failed to provide the Wallace Family the required statutory disclosures and copies of all agreements and contracts executed with them.

122. The Defendants represented or held themselves out as advisor or consultant acting on behalf of Wallace Family, the homeowner.

123. The straw purchaser acquired an interest in the Property while acting as a foreclosure consultant to Wallace.

**c. The Simon Family**

124. The Simon Family lived in the Simon Property (i.e. 4506 Hiwassee Drive in Clinton, MD 20735) from 2001 until the present. The family includes children aged 17, 13 and 12 years of age.

125. Beginning in 2002, the Simon Family faced financial difficulties, and fell behind in their mortgage payments owed on the Simon Property. Several foreclosures against the property were docketed against the Simon Property as a result.

126. The Simon Family was referred to Metropolitan by another realtor. The Simon Family also heard and responded to a Metropolitan advertisement that they had seen or heard on the radio on WPGC 95.5.

127. On or about May 22, 2006 Christopher Duncan at Metropolitan represented to Ms. Simon that Metropolitan could serve as her mortgage broker and could simply refinance her to a safer loan. As part of this representation Metropolitan provided Ms. Simon certain form documents that made it appear it would work to arrange her a new mortgage including a Mortgage Broker Agreement, a Maryland Financing Agreement, and a Borrowers Certification and Authorization. **EXHIBITS 18, 19, & 20.**

128. However, in truth Metropolitan identified Ms. Simon as an easy mark for its "Foreclosure Reversal Program" because of her vulnerabilities and because the Simon property was rich in equity.

129. As part of the transaction the Simon Family was provided a number of documents to sign but Metropolitan did not provide the family copies of all the documents.

130. One such form document that Ms. Simon was required to sign by Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, but was not given a copy was a "Disclosure of

Required Settlement Service Providers” in which Metropolitan identified itself as a lender and required Ms. Simon that by using its services she was required to use State Farm Insurance, CAP Title n/k/a Sussex and Equifax for certain settlement services. **EXHIBIT 21.**

131. Metropolitan and/or Fordham form documents signed by the Simon Family represented that the documents were to help save their home and improve their credit.

132. The documents signed by the Simon Family represented, among other things, that the Simon Family would be allowed to stay in their home, that the Simon Property would be put into the name of Metropolitan, that Metropolitan and Fordham would obtain an interest in the Simon Property, that the Simon Family would be able to re-purchase the Simon Property for the amount of the mortgage on that property after one year, and that if the Simon Family did not re-purchase their property, it would become the property of Metropolitan.

133. Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, arranged for one of their straw purchasers, Mr. Clark, to take title to the Simon Property, and arranged for a federally related residential mortgage loans in the name of Mr. Clark for residential purposes on the Simon Property funded by New Century.

134. Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, arranged for Sussex to act as the settlement agent in the transaction transferring title to Mr. Clark.

135. Fordham and McCall had Ms. Simon sign and execute a power of attorney, purportedly notarized by Jennifer McCall, on July 24, 2006 but Ms. Simon was not given a copy of the POA.

136. Sussex failed to comply with New Century’s closing instructions, that it received by fax at 4:47pm on July 24, 2006, on the loans for Mr. Clark in several material aspects in that it conducted a settlement in which the borrower was not present, it did not seek New Century’s

prior approval for conducting the transaction on Mr. Clark's behalf by a power of attorney, it made amendments to the disbursements on the HUD-1 settlement statement without seeking prior approval of New Century, and it accepted funds for the downpayment from Metropolitan or Fordham and not from Mr. Clark. **EXHIBIT 22.**

137. As part of the transaction, Sussex used the electronic wires to receive funds and documents related to the transaction. Specifically, Sussex received funds by two separate wire transfers representing the two federally related residential loans Metropolitan arranged for Mr. Clark at 1:40:05pm and 1:40:06 pm on July 24, 2006. **EXHIBIT 23.**

138. As part of the transaction, Sussex used the electronic wires to transfer funds and documents related to the transaction. Specifically, Sussex wired proceeds from the transaction on at least two separate occasions to Metropolitan's account at SunTrust bank on June 26, 2006 in the amounts of \$17,611 and \$1,500 respectfully. **EXHIBIT 24.**

139. As part of the transaction, Sussex also acted as an agent of Chicago and requested a Commitment for Title Insurance from Chicago for New Century and Mr. Clark. **EXHIBIT 25.**

140. As part of the transaction Sussex, as an agent or affiliate of Argent, Metropolitan, and Chicago, requested sometime before 4:51pm on September 9, 2006 by fax a title abstract from Express Abstracts and Title.

141. As part of the transaction Sussex, New Century, and Chicago had significant indications of the true nature of the overall scheme including: (a) that the abstract report conducted as part of the transaction by Express Abstracts and Title, which was provided by fax to Sussex at 10:08am on July 12, 2006 and showed that the Simon Family had faced foreclosure several times and had other financial difficulties pending; (b) Sussex had actually requested from Express Abstracts

and Title the abstract report on Ms. Simon's behalf as the borrower ; and (c) no licensed realtor was involved in the transaction but the purported contract between the parties included form agreements intended for use by members of the Prince George's County Board of Realtors.

142. The balance of the mortgage on the Simon Property at the time of settlement was less than \$392,000.

143. Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, arranged for at least two new federally related residential loans totaling more than \$480,000 to be taken against the Simon Property. After payment of the Simon's mortgage balance on the property, there was more than \$100,000 in equity remaining.

144. The HUD-1s for the Simon Family's July 24, 2006 transaction shows that the remaining equity of more than \$64,232.79 was all going to the Simons, but Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, and their affiliates actually illegally took more than \$64,232.79 of the Simon's Family's money, as shown by the disbursement sheet from the settlement file. **EXHIBIT 26.**

145. The disbursement sheet prepared by Sussex for the transaction and loan file also shows a payment of \$64,232 in the form of a wire transfer to the Simon Family drawn on the account of CAP Title LLC n/k/a Sussex. However, this wire transfer was never made to the Simon family and upon information and belief was actually wired by Sussex to the account controlled by Fordham at Chevy Chase Bank.

146. This transaction, which constituted a loan of money to the Simon Family, carried an interest rate in excess of twice the enforceable rate in Maryland. The loan to the Simon Family, in the amount of the mortgage paid off, was in the amount of \$392,202. In exchange for this

loan, the Defendants took as compensation more than \$100,000.00 and split it among themselves in a kickback scheme. The transaction, by its terms, was to be completed within one year with the Simon Family's re-purchase of the property in the amount of the new mortgage on the property. Accordingly, the transaction carried an interest rate far in excess of twice the enforceable rate of interest on such a loan.

147. The loans obtained by Metropolitan on the Simon Property stripped away the equity in that Property, and raised the residential mortgages on the Property by close to \$100,000.

148. None of the Defendants ever provided the Simon Family with a required Affiliated Business Arrangement disclosures for their retention and records, as they were required to do pursuant to RESPA; the one form in which Metropolitan had Ms. Simon actually sign but was not given to her did not comply with the requirements of RESPA in several material aspects.

**EXHIBIT 21.**

149. The acts and representations of the Defendants described above were unfair and deceived and tended to deceive the Simon Family. The acts and representations of Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, Mr. Clark and Sussex violated several express prohibitions of the RICO, RESPA, and other state laws.

150. The Defendants failed to provide the Simon Family with the required statutory disclosures from RESPA and copies of all agreements and contracts executed with them.

151. The Defendants represented or held themselves out as advisors or consultants acting on behalf of the Simon Family, homeowners and consumers entitled to certain protections.

152. Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, as well as Mr. Clark, acquired interests in the Property while acting as foreclosure consultants to the Simon

Family.

153. Through counsel Ms. Simon has informed Clark's mortgage lenders of the fraudulent nature of the transaction including a statement from Clark supporting Ms. Simon's allegations. With knowledge of its defective interest in the Simon Property Clark's lender, now US Bank National Association had referred the matter to the foreclosure law firm of Buonassissi, Henning & Lash which has initiated foreclosure proceedings against the Simon Property. If this foreclosure proceeding proceeds, Ms. Simon is at risk of losing her home.

**CLASS ACTION ALLEGATIONS AND DEFINITION OF THE CLASS**

154. The Plaintiffs bring this action on behalf of themselves and all other similarly situated individuals pursuant to *F.R.C.P. 23*. The class consists of:

All homeowners who entered into an agreement with Jackson, McCall or Mr. Fordham, directly or through Metropolitan and Fordham, and the transaction resulted in a transfer of the title to their principal residence to a third person with whom Jackson, McCall or Mr. Fordham, directly or through Metropolitan and Fordham had an agreement to have an interest in the transferred property, and where the property transfer was settled by RTE or Sussex or other affiliates of Metropolitan.

There is a subclass consisting of the Plaintiffs and class members who reside in the State of Maryland which entered into a sale transaction with the Defendants during or incident to a proposed foreclosure proceeding against their principal residence.

155. The Class, as defined above, is identifiable. The Class Representatives are members of the Class.

156. The Class consists of individuals so numerous that joinder of all members is impracticable, within the meaning of *F.R.C.P. 23(a)(1)*. Upon information and belief the class consists of hundreds or thousands of persons.

157. There are questions of law and fact which are not only common to the Class but which

predominate over any questions affecting only individual class members, within the meaning of *F.R.C.P. 23(a)(2)*. The common and predominating questions include, but are not limited to:

- (a) Whether the actions of RTE, Sussex and their principals Southern and Chicago violated RESPA;
- (b) Whether the Defendants, Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, engaged in a pattern of racketeering;
- (c) Whether the Defendants, Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, engaged in the collection of unlawful debt;
- (d) Whether RTE, Sussex and their principals Southern and Chicago breached duties to Plaintiffs and members of the Class, causing them damages
- (e) Whether the acts of the Defendants caused damages to the Plaintiffs and members of the Class.
- (f) Whether the PHIFA applies to the transactions involving Plaintiffs and the members of the Class who reside in Maryland
- (g) Whether Jackson, McCall, Mr. Fordham, Metropolitan and Fordham are foreclosure consultants under the PHIFA;
- (h) Whether Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, are foreclosure purchasers and/or affiliated with foreclosure purchasers;
- (i) Whether Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, Ms. Jones, Ms. Nicholls and John Does 1-50 made the written disclosures and gave Plaintiffs and Members of the Class the written notices required under the PHIFA;



(j) Whether the deeds to the properties of Plaintiffs and members of the Class obtained by Ms. Jones, Ms. Nicholls and John Does 1-50 are void as in violation of public policy as set forth in the PHIFA;

(k) Whether RTE, Sussex and their principals Southern and Chicago knew or should have known of the scheme of Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, and their straw purchasers which was in violation of the PHIFA;

(l) Whether RTE, Sussex and their principals Southern and Chicago breached duties to Plaintiffs and members of the Class, causing them damages

(m) Whether RTE, Sussex and their principals Southern and Chicago had a duty to inquire to determine whether the transactions of Plaintiffs and members of the Class complied with the PHIFA;

158. The claims of the Plaintiffs are typical of the claims of each member of the class, within the meaning of *F.R.C.P. 23(a)(3)*, and are based on and arise out of identical facts constituting the wrongful conduct of the Defendants.

159. The Plaintiffs will fairly and adequately protect the interests of the Class, within the meaning of *F.R.C.P. 23(a)(4)*. The Plaintiffs have no interests antagonistic to the class and are committed to representing the class in this action. The Plaintiffs are represented by counsel with extensive experience in consumer law, including cases under PHIFA, as well as experience in class actions. Plaintiffs' counsel have previously been appointed as class counsel by both state and federal courts.

160. The prosecution of separate actions by individual members of the classes would create a risk of establishing incompatible standards of conduct for the Defendants, within the meaning of

*F.R.C.P. 23(b)(1)(A)*. In addition, adjudications with respect to individual members of the Class would as a practical matter be dispositive of the interests of the other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, within the meaning of *F.R.C.P. 23(b)(1)(B)*.

161. The Defendants have acted or failed to act on grounds generally applicable to the Class, thereby making injunctive or declaratory relief with respect to the Class as a whole appropriate, within the meaning of *F.R.C.P. 23(b)(2)*.

162. Common questions of law and fact enumerated above predominate over questions affecting only individual members of the class, and a class action is the superior method for fair and efficient adjudication of the controversy, within the meaning of *F.R.C.P. 23(b)(3)*.

163. A class action is superior for the fair and efficient prosecution of the litigation. Class-wide liability is essential to cause Defendants to stop illegal and improper conduct. Many class members may not be able to enforce their rights or are unaware of the remedial legislation that can provide them relief.

164. The Defendants' affirmative, active steps to cover up their true unfair and deceptive violation of RICO, RESPA, PHIFA and state law claims actually concealed the class members causes of action until Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham stopped paying the mortgages acquired for the straw buyers and managed by Fordham.

165. The Plaintiffs had no reason to know of the true illegal nature of the "Foreclosure Reversal Program" until notices concerning the defaulted mortgages were sent to the various properties or the Plaintiffs were visited by investigators from the Maryland Department of Labor, Licensing, and Regulation from November 1, 2006 through July 16, 2007.

166. This case is one of those rare instances where circumstances external to the Plaintiffs' own conduct warrant a finding that it would be unconscionable to enforce the RESPA limitations period against the Plaintiffs since such an act would create a gross injustice of allowing the Defendants to be wrongfully and unjustly enriched to the detriment of the Plaintiffs in total sum of \$60,000,000 or more.

167. This matter is an extraordinary circumstance of the single largest mortgage scam in the Mid-Atlantic region; is beyond the control of the Plaintiffs who were vulnerable homeowners who enlisted the help of so-called professionals licensed and regulated by state agencies, and because of the Defendants concealment of the true facts of their scheme many members of the Plaintiff class were prevented from filing their claims.

#### **CIVIL RICO SUMMARY**

168. In connection with the activities giving rise to this action, Defendants Jackson, McCall, Mr. Fordham, using Metropolitan and Fordham, RTE, Sussex, Mr. Chaudhry and Ms. Tomlin (the "RICO Defendants") acted with malice, intent and knowledge, and with a wanton disregard for the rights of the Plaintiffs and other members of the Class.

169. At all relevant times herein, the "enterprise" described herein operated separately and distinct from each individual RICO Defendant. The enterprise consisted of an association in fact of the RICO Defendants to implement and conduct the "Foreclosure Reversal Program", which has been operated over the course of at least a two-year period through the use of mail, wire, and tax fraud, and the collection of unlawful debts, and involving hundreds of victims.

170. The enterprise was engaged in interstate commerce in that, *inter alia*, the mortgage loans and real properties which are subject to of the scheme to defraud set forth in this Complaint,

were secured in Maryland, Virginia, and District of Columbia and were funded and serviced out-of-state by various lenders around the United States. *See* RICO, §1961(4) and §1962(a).

171. On information and belief, the initial capital contributions invested by each RICO Defendant in forming the enterprise, the Foreclosure Reversal Program, was illicit income derived from a previous pattern of racketeering activity and the collection of unlawful debts through an informal association and prior business dealings between the RICO Defendants.

172. Upon information and belief, the RICO Defendants had each previously set up, operated, invested in and conspired to create other illegal real estate related enterprises to conduct various settlement services that used a pattern of racketeering activity and the collection of unlawful debts to conduct its business including multiple instances of mail fraud, wire fraud and money laundering to evade taxes.

173. At all relevant times herein, in connection with the activities giving rise to this action, the RICO Defendants conspired with each other to engaged in the various activities set forth herein, agreed to participate in the operation of the conspiracy and scheme to defraud Plaintiffs and other mortgage loan borrowers, and aided and abetted one another in these activities, all as proscribed by federal law.

174. As set forth herein, during the relevant times, and in furtherance of and for the purpose of executing the scheme and artifice to defraud, the RICO Defendants on numerous occasions used and caused to be used, mail depositories of the United States Postal Service by both placing and causing to be placed mailable matters in said depositories and by removing and causing to be removed mailable matter from said depositories, including but not limited to HUD-1 Settlement Statements, correspondence, other closing documents, and original copies of owner's title

insurance policies that fraudulently misrepresented and concealed the true nature of the relationship between the conspirators and concealed the true nature of services provided by the Foreclosure Reversal Program.

175. Specifically, RTE and Sussex mailed disbursements from each of the Named Plaintiffs' transactions to entities which attempted to present the Foreclosure Reversal Program as a bona fide and legal real estate transaction. The efforts by RTE and Sussex were successful in deceptively hiding the fact that the Foreclosure Reversal Program was not a bona fide and legal real estate transaction. The mailings of these disbursements was successful in deceptively hiding the fact that the Foreclosure Reversal Program was a sham and not operating according to the law and was merely created to launder money back into the hands of the Defendants and their affiliates. The Named Plaintiffs did not and could not reasonably learn from their transactions' correspondence the fact that the Foreclosure Reversal Program was a sham and not operating according to the law.

176. Further, the activities of the RICO Defendants were designed to evade the payment of taxes for the equity wrongfully obtained by Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, in violation of 18 U.S.C. § 1956.

177. The RICO Defendants have engaged in a pattern of racketeering by repeatedly engaging in activities designed to evade the payment of taxes on the equity wrongfully obtained by them.

178. RTE and Sussex participated in the conduct of the enterprise by preparing false HUD 1 Settlement Statements.

179. In a letter dated December 1, 2006 that was purportedly sent through the United States mails by RTE to Nationstar Mortgage LLC (the Wallace Family's former residential mortgage

lender for whom they had defaulted and were facing foreclosure at the time they completed their deal with the enterprise), RTE sent “a check representing the net proceeds” of the Wallace Property to Ms. Nicholls. **EXHIBIT 27.**

180. In a letter dated January 30, 2006 that was purportedly sent through UPS by Sussex to Friedman and McFadden P.A. (the foreclosure firm representing the Proctor Family’s former residential mortgage lender, for whom they had defaulted and were facing foreclosure at the time they completed their deal with the enterprise), Sussex sent “a payoff check” of the Proctor Families’ defaulted mortgage. **EXHIBIT 28.** The disbursement sheet from Sussex for the Proctor Family transaction also shows a number of various payments made by check which upon information and belief were purportedly sent through the United States mails by Sussex to various entities including Capitol One Bank, Chicago, Express Abstracts, Metropolitan, Prince George’s County, Ron Bozman, and State Farm. **EXHIBIT 12.**

181. Additionally, the disbursement sheet from Sussex for the Simon Family transaction shows a number of various payments made by check which upon information and belief were purportedly sent through the United States mails by Sussex to various entities including Chicago, Express Abstracts, Metropolitan, Popular Mortgage, Prince George’s County, and State Farm. **EXHIBIT 26.**

182. These mailings were not limited to the Plaintiffs, but rather, are also present in the transactions of each member of the Class. Sussex and RTE always used the United States mails to complete the transactions in an attempt to conceal the true nature of the enterprise. The RICO Defendants repeated this pattern—that is, the fraudulent use of the United States mails—in several hundred similar real estate transactions that were part of the Foreclosure Reversal

Program. The Named Plaintiffs and each class member relied on deceptive correspondence and payments that were produced by Sussex and RTE that resulted from the false HUD-1 Settlement Statements. Each such use of the United States mails in connection with the scheme and artifice to defraud constituted the offense of mail fraud as proscribed and prohibited by 18 U.S.C. § 1341.

183. As set forth herein, during the relevant times, and in furtherance of and for the purpose of executing the scheme and artifice to defraud, the Defendants on hundreds of occasions also used and caused to be used, telephone, and other wire transactions including, but not limited to emailing loan documents such as the HUD-1 Settlement Statements and fraudulent ABA Disclosure forms to the Named Plaintiffs and the Class as well as the receipt and dissemination of funds through bank wire transfers in each and every Class member's transaction with the intent and in furtherance of the scheme to defraud. Each such use of the telephone and wire transmission in connection with the scheme and artifice to defraud constituted the offense of wire fraud as proscribed and prohibited by 18 U.S.C. § 1343.

184. The RICO Defendants' enterprise, which operated for several years and affected as many as, or more than, 400 transactions involving vulnerable homeowners who were in trouble financially but equity rich in their properties in the region of Maryland, Virginia, and the District of Columbia, used form documents that intentionally contained false information that was sent through the US Mails and Wires interstate—constituting a pattern of racketeering activity.

185. The HUD-1 Settlement Statements and disclosures (which contained fraudulent and false representations made to Plaintiffs and the other members of the Class and which concealed material facts) were intended to and did assure the Plaintiffs herein and the Class that the real

estate settlement services and credit repair services of the Defendants were proceeding legitimately and legally, and influenced the Plaintiffs and the Class to accept the process, as well as the kickbacks and fee splits built into the co-conspirators' fees, without question.

186. Plaintiffs and the other members of the Class did not learn from the HUD-1 Settlement Statements that the Foreclosure Reversal Program was a bogus program and that it was operating in violation of federal and state laws. If Plaintiffs and the class members had then suspected that the Foreclosure Reversal Program was a bogus operation and merely being used to facilitate and launder the payment of illegal referral fees and kickbacks, at their expense, they would have refused to conduct business with the Defendants, would not have paid the fees and given up their equity rich properties, and would have sought to secure their rights under the law at that time.

187. Neither the Named Plaintiffs nor any member of the Class refused to pay the fees and give up their home equity, however, because of their reasonable reliance upon the deceptive documents provided to them by the RICO Defendants, which included licensed professionals, in connection of the transaction. Plaintiffs' and the Class' reasonable reliance on the mortgage documents, disclosures, and the apparent legitimacy of the sham enterprise enabled the scheme to continue, and thus was the proximate cause of the damages suffered by Plaintiffs and the Class.

188. The injuries to the property of Plaintiffs and the Class were caused by Defendants' initial contribution from illicit income to create the enterprise that was derived from previous racketeering activity and the collection of unlawful debts, in that the enterprise would not have been in operation had it not been for the RICO Defendants' racketeering activities and collection of unlawful debts before forming the Foreclosure Reversal Program. Plaintiff and Class



members were charged fees and had their equity rich homes stolen from them for illegal services by the enterprise, which was then split between the enterprise's members according to a common scheme and plan.

189. Each of the conspirators used proceeds derived from a pattern of racketeering activity under 18 U.S.C. § 1961(1) & (5) and proceeds derived from the collection of unlawful debts to acquire an interest in, establish, or operate the enterprise consisting of an association in fact to implement the Foreclosure Reversal Program.

190. The RICO Defendants associated together for a common purpose of engaging in a course of conduct.

191. The Defendants' enterprise involved in this scheme had an ongoing organization with a decision-making framework and/or a mechanism for controlling the group enterprise.

192. As described herein, the RICO Defendants engaged in ongoing, coordinated behavior in the Foreclosure Reversal Program victimizing Named Plaintiffs and other members of the Class. Each of these Defendants was aware of each other's existence as part of the scheme to defraud.

193. Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, solicited the business of Named Plaintiffs and other members of the Class; Mr. Fordham and Ms. McCall arranged for "credit repair" for Named Plaintiffs and other members of the Class; and RTE and Ms. Tomlin or Sussex and Mr. Chaudhry closed the transactions of Named Plaintiffs and the other members of the Class, fraudulently facilitating and concealing the illegal transactions and channeling funds back to the other Defendants to launder funds and evade taxes.

194. The association of these Defendants into an enterprise served as the vehicle through which the unlawful acts described herein were conducted. Without the association of these persons, the unlawful acts described herein would not have been possible.

195. As described above, these enterprises had organizational structures or chains of command, including phases for soliciting and recruiting victim homeowners, preparing contracts including sales contracts and leases, preparing loan documents, brokering loans, obtaining title insurance, closing real estate transactions, falsifying distribution records to evade taxes and creating the appearance of a credit repair business.

196. These enterprises used organized efforts to fraudulently and illegally lure Named Plaintiffs and other members of the Class to engage their services, to systematically deceive the Named Plaintiffs and other members of the Class, to close fraudulent and illegal real estate transactions involving the Named Plaintiffs and other members of the Class, and to benefit themselves at the expense of the Named Plaintiffs and other members of the Class.

197. The RICO Defendants engaged in the enterprises described above and functioned as continuing units identifiable over a period of time. The RICO Defendants were involved in the transactions involving Named Plaintiffs and other members of the Class over a period spanning at least two years and involving hundreds of transactions.

198. Defendants Sussex and Mr. Chaudhry closed transactions for the enterprise and functioned as part of the enterprise from its inception until about August 2006, closing hundreds of transactions as part of the enterprise.

199. Beginning about July 2006, RTE and Ms. Tomlin replaced Sussex and Mr. Chaudhry and took over their functions in closing transactions involving the other RICO Defendants, closing tens if not hundreds of transactions for the enterprise.

200. On information and belief, the enterprises described above did not exist solely for the purpose of engaging in predicate acts violative of RICO, but the enterprises also engaged in legitimate real estate transactions over the same period of time for the purpose of further concealing the true intent of their enterprise.

201. The RICO Defendants each engaged in a pattern of racketeering activity, as defined under RICO, §1961(5), as each engaged in a pattern of mail and wire fraud as well as money laundering to evade taxes.

202. Defendants Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, were in charge of fraudulently soliciting homeowners including Named Plaintiffs and other members of the Class, through its website and the public airways, including radio, television and the mails. Defendants Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, were also in charge of fraudulently convincing Named Plaintiffs and other members of the Class to sign documents including contracts of sale, lease agreements, and other documents under representations that these documents were intended to save the homes of Named Plaintiffs and the other members of the Class, and transmitting these documents via telephone lines.

203. Defendants Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, were also in charge of brokering loans from various mortgage lenders, including New Century, for the “straw buyers” who would take title to the homes of the Named Plaintiffs and the other members of the Class.

204. Defendants Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, used the interstate telephone lines in the course of its activities in contacting and communicating with the Named Plaintiffs and class members and straw purchasers, and transferring loan applications for those straw purchasers, among other things.

205. In the next step of this scheme, Defendants RTE or Sussex, acting on behalf of the enterprise, prepared fraudulent settlement statements and closing documents for Named Plaintiffs and the other members of the Class which were transmitted through the U.S. Mails and/or over telephone lines, and prepared illegal documents purporting to permit RTE and/or Sussex to split proceeds of the settlement transactions that were to go to Named Plaintiffs and the other members of the Class to instead be paid to Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, which were also transmitted over telephone lines and/or the U.S. Mails.

206. The use of the false settlement statements which showed funds paid to the Named Plaintiffs and class members when they were not, allowed Jackson, McCall, and Mr. Fordham, using Metropolitan and Fordham, to evade paying taxes on the funds they received from the scams.

207. To this end, Defendant Mr. Fordham, through Fordham, also served as a means of fraudulently channeling the equity owned by Named Plaintiffs and other members of the Class to the other members of the enterprises involved, through the use of the U.S. Mails, telephone lines, facsimile lines, and the Internet.

208. Defendants RTE and Sussex facilitated the channeling of funds to Fordham, which in turn split these funds between Jackson, McCall, and Mr. Fordham, using Metropolitan and

Fordham, the investor/straw purchaser Defendants, and other persons or entities who did not provide bona fide settlement services in disbursements that were “under the table” and “off the HUD-1 Settlement Statements” so as to further conceal the true nature of their enterprise.

209. Further, the funds paid to the investor/straw purchasers were never reported as income allowing the investor/straw purchasers to wrongfully evade the payment of taxes.

210. The fraud in the HUD-1 Settlement Statements prepared in the transactions involving Named Plaintiffs and the other members of the Class implicates all of the Defendants who received or dispersed funds as additional kickbacks and illegal splits, oversaw the closings, and/or prepared closing documents, including the RICO Defendants.

211. Each of the transactions concerned herein also involved the collection of “unlawful debts,” as defined by RICO, §1961(6). These transactions were unenforceable under applicable State law, in whole and in part as to principal or interest because of the laws relating to usury, and these debts were incurred in connection with the business of lending money and/or things of value at a rate usurious under applicable State law, and the usurious rates involved in each of these transactions was more than twice the enforceable rate.

212. The enforceable rate of each of these loans to Plaintiffs and the other members of the Class was no more than 6% per annum, and each of the transactions of the Plaintiffs and the other members of the Class involved a loan which carried an annual percentage rate of far more than 12% per annum.

**COUNT I**  
**VIOLATION OF THE FEDERAL RACKETEER INFLUENCED AND CORRUPT**  
**ORGANIZATIONS ACT (“RICO”)**

**18 U.S.C. §1962(a)**  
**(RICO Defendants)**

213. Plaintiffs re-allege and incorporate by reference the foregoing allegations.
214. Each Plaintiff and each member of the Class is a “person” within the meaning of 18 U.S.C. §§ 1961(3) and 1964(c).
215. Each RICO Defendant is a “person” within the meaning of 18 U.S.C. §§ 1961(3) and 18 U.S.C. 1962(a).
216. Through the agreements between the RICO Defendants and through the arrangements and joint activity between the RICO Defendants, the RICO Defendants formed an association in fact with each other which constitutes an “enterprise” engaged in illegal activities affecting interstate commerce pursuant to 18 U.S.C. §§ 1961(4) and 1962(a).
217. Each of the RICO Defendants used proceeds derived from a pattern of racketeering activity under 18 U.S.C. §§ 1961(1) and (5) or from the collection of unlawful debts, to acquire an interest in, establish, or operate the enterprise.
218. These unlawful activities included multiple instances of mail and wire fraud, including but not limited to the issuance of false and deceptive HUD-1 settlement statements and other mortgage documents, fraudulent and false correspondence, and bank wired monies in violation of 18 U.S.C. §§ 1341 and 1343, which occurred uniformly.
219. Further, the false HUD 1 Settlement statements were utilized to launder the money being paid to the RICO defendants for the purpose of evading taxes in violation of 18 U.S.C. § 1956.
220. The unlawful activities also included the collection of unlawful debts as defined by RICO, which occurred uniformly and consistently.
221. The purpose of the RICO Defendants association in fact was to channel illegal fees and kickbacks to Ms. Jackson, Ms. McCall, and Mr. Fordham, using Metropolitan and Fordham, to

reward these Defendants, at the dire expense of the Plaintiffs and other members of the Class, for having duped them and for having referred settlement business to Sussex and/or RTE in which they could charge excessive fees and generating commissions from the sale of title insurance policies that benefited the Defendants, Chicago and Southern..

222. The association in fact had a common or shared purpose, to give effect to the scheme described above, and had a distinct division of labor as described above. It continued as a unit, with a core membership, over a substantial period of time exceeding two years, and was an ongoing organization established for an economic motive.

223. The RICO Defendants each played a substantial and distinct role in this scheme.

224. In this association in fact, Ms. Jackson, Ms. McCall, and Mr. Mr. Fordham, using Metropolitan and Fordham, made the initial contact with the homeowner. Metropolitan falsely and intentionally represented that the Foreclosure Reversal Program was a legitimate means of saving their homes. Metropolitan did not disclose that the Foreclosure Reversal Program was designed solely to channel illegal fees to itself and the other RICO Defendants at the expense of the homeowners.

225. Ms. Jackson, Ms. McCall, and Mr. Mr. Fordham, using Metropolitan and Fordham, then referred the title and closing work required to Sussex and Mr. Chaudhry or RTE and Ms. Tomlin, in return for which these persons and entities channeled illegal fees to Ms. Jackson, Ms. McCall, and Mr. Mr. Fordham, using Metropolitan and Fordham, and others and facilitated the illegal transactions.

226. The RICO Defendants each and all knew that the Foreclosure Reversal Program was an illegal means of stripping equity from the homes of the homeowners they engaged and that it

allowed Ms. Jackson, Ms. McCall, and Mr. Mr. Fordham, using Metropolitan and Fordham, to evade taxes.

227. Sussex and Mr. Chaudhry, and RTE and Ms. Tomlin, utilized this scheme to generate a large volume of referrals from Metropolitan to Sussex and/or RTE. To further this scheme, the RICO Defendants issued false and deceptive disclosures and HUD-1 settlement statements, which were intended to and did mislead the homeowners and the public about the true nature of this scheme to defraud and the true costs and fees resulting from the transactions. Additionally, it mislead tax authorities as to the income received by Ms. Jackson, Ms. McCall, and Mr. Fordham, using Metropolitan and Fordham.

228. Each member of the Class received a HUD-1 settlement statement, various documents, and/or correspondence through the U.S. Mails that contained false and fraudulent statements and which concealed material facts that caused Plaintiffs and the other members of the Class to act in reasonable reliance on those deceptive documents that the Foreclosure Reversal Program was legitimate and designed to help save their homes.

229. Mr. Fordham's role in this scheme was to use Fordham to launder the illegal fees charged by the RICO Defendants. These fees were paid and split between the RICO Defendants. Moreover, since the documentation showed payments actually paid to the RICO Defendants having been paid to Plaintiffs and other class members, it allowed the RICO Defendants to evade paying taxes. The Plaintiffs and the members of the Class relied upon the representations of the RICO Defendants that the Foreclosure Reversal Program was a valid and legitimate program, and that true and valid services were being provided for the payments of fees to the RICO Defendants.



230. All of these activities of the association in fact form a pattern, continuous in nature, which consists of numerous unlawful individual acts directed to the Plaintiffs and the other members of the Class. The illegal activities of the RICO Defendants persisted over an extended period of time starting in or before 2005 and ending, on information and belief, in mid-2006, once an investigation into their activities was commenced by State and/or Federal agents. Each of the false and fraudulent documents and mailed correspondence was provided to homeowners in furtherance of the conspiracy for which the RICO Defendants are liable. The reliance of Plaintiffs and the other members of the Class on the material falsehoods and omissions in the documents were reasonable and justified because such documents would and did cause persons of ordinary experience to be convinced of the legality and legitimacy of the Foreclosure Reversal Program.

231. These activities of the RICO Defendants entailed multiple instances of mail fraud consisting of intentional mail fraud intended to induce, and inducing, the Plaintiffs and other members of the Class to part with property and to surrender legal rights in violation of 18 U.S.C. § 1341.

232. These activities of the RICO Defendants also entailed multiple instances of wire fraud consisting of intentional wire fraud intended to induce, and inducing, Plaintiffs and the other members of the Class to part with property and to surrender legal rights in violation of 18 U.S.C. § 1343.

233. These activities of the RICO Defendants also entailed multiple instances of the collection of unlawful debts consisting of the intentional collection of unlawful debts intended to induce,

and inducing, Plaintiffs and the other members of the Class to part with property and to surrender legal rights in violation of RICO.

234. These activities of the RICO Defendants also entailed multiple instances of money laundering designed to evade taxes in violation of 18 U.S.C. § 1956.

235. Through the use of this illegal and fraudulent scheme, and through the efforts to operate and maintain the enterprise described herein, to maintain the conspiracy and to facilitate the payment of illegal fees and kickbacks to the RICO Defendants by laundering funds through the use of the Foreclosure Reversal Program, the RICO Defendants have been able to retain money which is rightfully payable to the Plaintiffs and the other members of the Class, to collect money not properly due from the Plaintiffs or other members of the Class and evade taxes.

236. The RICO Defendants retained these illegally gained funds and reinvested and used these funds in their operations in violation of 18 U.S.C. § 1962(a). Furthermore, as alleged above, the RICO Defendants each previously acquired illicit funds through similar fraudulent operations, using mail and wire fraud and the collection of unlawful debts and used those proceeds to continue the scheme with the Foreclosure Reversal Program.

237. Plaintiffs and the other members of the Class have been injured in their property by reason of the operation of the association in fact enterprise in this unlawful manner and investment of illicit proceeds from previous racketeering activities in the association in fact enterprise.

**COUNT II**  
**VIOLATION OF THE FEDERAL RACKETEER INFLUENCED AND CORRUPT**  
**ORGANIZATIONS ACT (“RICO”)**  
**18 U.S.C. §1962(c)**  
**(RICO Defendants)**

238. Plaintiffs re-allege and incorporate by reference the foregoing allegations.
239. Each Plaintiff and member of the Class is a “person” within the meaning of 18 U.S.C. §§ 1961(3) and 1964(c).
240. The RICO Defendants are “persons” within the meaning of 18 U.S.C. §§ 1961(3) and 1962(c).
241. The association in fact described above was an “enterprise” within the meaning of 18 U.S.C. §§ 1961(4) and 1962(c), which enterprise was engaged in, and the activities of which affect, interstate commerce.
242. The RICO Defendants were each associated with the enterprise and participated in its management and operation by directing its affairs and by conducting business with each other as assisting in the scheme to charge borrowers phony, illegal and fraudulent fees in connection with the Foreclosure Reversal Program. The RICO Defendants each participated, directly and indirectly, in the conduct of the enterprise’s affairs through a pattern of unlawful activity under 18 U.S.C. § 1961(i)(b), 1961(5) and 1962(c), to wit:
- a. Multiple acts of mail fraud, in violation of 18 U.S.C. § 1341;
  - b. Multiple instances of wire fraud, in violation of 18 U.S.C. § 1343;
  - c. Multiple instances of money laundering to evade taxes in violation of 18 U.S.C. § 1956; and,
  - d. Multiple instances of the collection of unlawful debts in violation of RICO.
243. Each Plaintiffs and each member of the Class suffered injury to their property, within the meaning of 18 U.S.C. § 1964(c), by reason of the violation of 18 U.S.C. §1962(c).

### COUNT III

**VIOLATION OF THE FEDERAL RACKETEER INFLUENCED AND CORRUPT  
ORGANIZATIONS ACT (“RICO”)**

**18 U.S.C. §1962(d)  
(RICO Defendants)**

244. Plaintiffs re-allege and incorporate by reference the foregoing allegations.
245. Each Plaintiff and member of the Class is a “person” within the meaning of 18 U.S.C. §§ 1961(3) and 1964(c).
246. The RICO Defendants are “persons” within the meaning of 18 U.S.C. §§ 1961(3) and 1962(d).
247. The association in fact described above was an “enterprise” within the meaning of 18 U.S.C. §§ 1961(4) and 1962(a), which enterprise was engaged in, and the activities of which affect, interstate commerce.
248. The RICO Defendants as co-conspirators were associated with the enterprise described herein, and conspired within the meaning of 18 U.S.C. § 1962(d) to violate §1962(a) and (c).
249. The Defendants as co-conspirators conspired to use or invest income derived from a pattern of unlawful activity and the collection of unlawful debts under 18 U.S.C. § 1961 to acquire an interest in, establish or operate the enterprise and have done so through a pattern of unlawful activity including multiple instances of mail fraud, wire fraud, money laundering to evade taxes and the collection of unlawful debts.
250. The Defendants as co-conspirators conspired to operate, maintain control of, and maintain an interest in the enterprise and have done so through a pattern of unlawful activity including multiple instances of mail fraud, wire fraud, money laundering to evade taxes and the collection of unlawful debts.

251. The Plaintiffs and the other members of the Class have suffered injury to their property within the meaning of 18 U.S.C. § 1964(c) by reason of the commission of overt acts constituting illegal activity in violation of 18 U.S.C. §§ 1961 and 1962(d).

**COUNT IV**  
**VIOLATION OF THE FEDERAL REAL ESTATE SETTLEMENT PROCEDURES ACT**  
**(“RESPA”) 12 U.S.C. §2601, et seq.**  
**(All Defendants)**

252. Plaintiffs re-allege and incorporate by reference the foregoing allegations.

253. Ms. Jackson, Ms. McCall, and Mr. Mr. Fordham, using Metropolitan and Fordham, RTE and Sussex procured and/or provided closing, title or settlement services concerning residential mortgage loans, including “federally related mortgage loans” as that phrase is defined by RESPA at 12 U.S.C. § 2602(l) and at 24 C.F.R. § 3500.2(3), involving the named Plaintiffs and other members of the Class. Upon information and belief, these Defendants procured federally related mortgage loans and/or provided closing, title or settlement services for more than 100 residential mortgage loans in each of the last three years.

254. Ms. Jackson, Ms. McCall, and Mr. Fordham, using Metropolitan and Fordham, conducted business with Named Plaintiffs and other members of the class as a “mortgage broker,” as that phrase is defined by Regulation X at 24 C.F.R. § 3500.2, and contracted with the named Plaintiffs and other class members. As such, the mortgage brokers Ms. Jackson, Ms. McCall, and Mr. Fordham, using Metropolitan and Fordham, provided to the Plaintiffs and other Class members real estate “settlement services” as that phrase is defined by RESPA at 12 U.S.C. § 2602(3) and 24 C.F.R. § 3500.2.

255. RTE and Sussex conducted business with Named Plaintiffs and other members of the Class as “title companies,” as that phrase is defined by RESPA at 12 U.S.C. §2602(4), and

provided, among other things, title searches, title examinations, the provision of title certificates, title insurance, services rendered by an attorney, the preparation of documents, the handling of the processing, and closing or settlement, in connection with real estate settlements. As such, RTE and Sussex provided to the Plaintiffs and other Class members real estate “settlement services” as that phrase is defined by RESPA at 12 U.S.C. § 2602(3) and 24 C.F.R. § 3500.2.

256. Ms. Jackson, Ms. McCall, and Mr. Fordham, using Metropolitan and Fordham, gave and accepted portions, splits, and percentages of charges made and received for the rendering of real estate settlement services in connection with the transactions of Named Plaintiffs and other members of the Class, involving federally related residential mortgage loans, other than for services actually performed, in violation of 12 U.S.C §2607(b).

257. Ms. Jackson, Ms. McCall, and Mr. Fordham, using Metropolitan and Fordham, systematically paid, and their “investors,” including Letecia Nicholls, Diane Linda Jones, and John Does 1-50, accepted, portions, splits and percentages of charges made and received by Ms. Jackson, Ms. McCall, and Mr. Fordham, using Metropolitan and Fordham, from the Named Plaintiffs and other members of the Class other than for services actually performed. Indeed, the “investors” provided no valuable services to Named Plaintiffs and other members of the class.

258. RTE and Sussex were “associates” of Metropolitan in connection with the transactions involving Named Plaintiffs and the other members of the Class, under 12 U.S.C. §2602(8)(D). Ms. Jackson, Ms. McCall, and Mr. Fordham, using Metropolitan and Fordham, as a mortgage broker and orchestrator of the foreclosure rescue scheme described herein, was a person in a position to refer settlement business to title companies. Ms. Jackson, Ms. McCall, and Mr. Fordham, using Metropolitan and Fordham, did, indeed, refer business to RTE and Sussex. RTE

and Sussex had an agreement, arrangement and understanding with Ms. Jackson, Ms. McCall, and Mr. Fordham, using Metropolitan and Fordham, the purpose and substantial effect of which was to enable Ms. Jackson, Ms. McCall, and Mr. Fordham, using Metropolitan and Fordham, to benefit financially from the referral of business to RTE and Sussex. Under this agreement, RTE and Sussex would perform settlement services and charge fees to the Named Plaintiffs and other members of the Class in illegal transactions, would systematically overlook those illegalities, would systematically allow the notarization of forged signatures and/or signatures not made in the presence of a notary, would systematically sign HUD-1 settlement statements which did not reflect the true disbursement of money in the transaction, would channel fees to Ms. Jackson, Ms. McCall, and Mr. Fordham, using Metropolitan and Fordham, for work that was not performed, and would facilitate the payment to Ms. Jackson, Ms. McCall, and Mr. Fordham, using Metropolitan and Fordham of “under the table” fees out of the equity in the homes of Named Plaintiffs and other members of the Class which Ms. Jackson, Ms. McCall, and Mr. Fordham, using Metropolitan and Fordham would not have been able to take had the title company or settlement service provider refused to participate in the illegal scheme. Additionally, it allowed Ms. Jackson, Ms. McCall, and Mr. Fordham, using Metropolitan and Fordham, to evade taxes. RTE and Sussex benefited from the referral of settlement business by Ms. Jackson, Ms. McCall, and Mr. Fordham, using Metropolitan and Fordham, and Ms. Jackson, Ms. McCall, and Mr. Fordham, using Metropolitan and Fordham, benefited by having a title company which would overlook its illegal business practices and would provide it with the ability to carry out its illegal scheme and evade taxes.

259. Ms. Jackson, Ms. McCall, and Mr. Fordham, using Metropolitan and Fordham, on the one hand and RTE or Sussex on the other hand were all “affiliated business arrangements” in connection with the transactions involving Named Plaintiffs and the other members of the Class, under 12 U.S.C. 2602(7). As discussed above, RTE and Sussex were both associates of Ms. Jackson, Ms. McCall, and Mr. Fordham, using Metropolitan and Fordham. RTE and Sussex were both providers of settlement services, and owners of providers of settlement services. Ms. Jackson, Ms. McCall, and Mr. Fordham, using Metropolitan and Fordham, directly and indirectly referred settlement service business to both RTE and Sussex.

260. Ms. Jackson, Ms. McCall, and Mr. Fordham, using Metropolitan and Fordham, RTE and Sussex all systematically failed to provide proper disclosure of their affiliated business arrangement, as required under 12 U.S.C. §2607(c).

261. Ms. Jackson, Ms. McCall, and Mr. Fordham, using Metropolitan and Fordham, required Named Plaintiffs and other members of the class to utilize the settlement services of either RTE or Sussex.

262. RTE and Sussex provided settlement services in transactions involving Ms. Jackson, Ms. McCall, and Mr. Fordham, using Metropolitan and Fordham, and the Named Plaintiffs and other members of the class, overlooked the irregularities and illegalities in the transactions as described above, gave checks or payments consisting of the equity of Named Plaintiffs and other members of the Class to Ms. Jackson, Ms. McCall, and Mr. Fordham, using Metropolitan and Fordham, and allowed them to obtain the equity belonging to Named Plaintiffs and other members of the Class in those transactions, and added some appearance of legitimacy to those



transactions, in exchange for their referral of business incident to or part of a real estate settlement service to RTE and Sussex.

263. Based upon the foregoing facts, RTE, Sussex and Ms. Jackson, Ms. McCall, and Mr. Fordham, using Metropolitan and Fordham, violated RESPA with respect to Plaintiffs and all other class members by giving, paying or receiving fees, kickbacks or other things of value to or from Ms. Jackson, Ms. McCall, and Mr. Fordham, using Metropolitan and Fordham, pursuant to an agreement or understanding that business incident to or a part of a real estate settlement or closing services involving “federally related mortgage loans” would be referred to RTE and/or Sussex by Ms. Jackson, Ms. McCall, and Mr. Fordham, using Metropolitan and Fordham. The federally related residential mortgage loans involved in the transaction included the Named Plaintiff’s defaulted mortgage loans paid off as part of the scheme by Sussex and RTE and the new loans acquired by Ms. Jackson, Ms. McCall, and Mr. Fordham, using Metropolitan and Fordham, on behalf of the straw purchasers which were purportedly intended for residential purposes.

264. The giving by RTE and Sussex of fees, kickbacks and other things of value, including the provision of settlement services in illegal and irregular transactions, to Ms. Jackson, Ms. McCall, and Mr. Fordham, using Metropolitan and Fordham and the other Defendants constituted a violation of § 8(a) of RESPA, 12 U.S.C. §2607(a).

**COUNT V**  
**VIOLATION OF THE MARYLAND PROTECTION OF HOMEOWNERS IN**  
**FORECLOSURE ACT (PHIFA)**  
**(MD. CODE ANN., REAL PROP., §§ 7-301 et seq.)**  
**(AGAINST ALL DEFENDANTS ON BEHALF OF THE MARYLAND SUB CLASS)**

265. Plaintiffs re-allege and incorporate by reference the foregoing allegations.

266. The acts and representations of the Defendants described above deceived and tended to deceive the Plaintiffs and the other members of the Maryland subclass, who were all homeowners of Maryland residences in foreclosure pursuant to the PHIFA.

267. The acts and representations of the Defendants as described herein systematically violated several express prohibitions of the PHIFA.

268. Ms. Jackson, Ms. McCall, and Mr. Fordham, using Metropolitan and Fordham, willfully, systematically, and uniformly violated the PHIFA with respect to the Plaintiffs and the Maryland subclass members in the following ways, among others:

- a. When they systematically claimed, demanded, charged, collected, and received compensation prior to fully performing each and every service they contracted to perform and represented that they would perform;
- b. When they systematically claimed, demanded, charged, collected, and received interest and compensation for their Foreclosure Reversal Program loans that exceeded 8% a year;
- c. When they systematically took security to secure the payment of compensation by the Plaintiffs and other members of the class in the form of their residences;
- d. When they systematically received consideration from third parties in connection with their foreclosure consulting services provided to Plaintiffs and the members of the Class when the consideration was not fully disclosed in writing to the homeowner;
- e. When they systematically acquired interests in the residences of Plaintiffs and the other members of the Class;

- f. When they systematically took powers of attorney from Plaintiffs and the other members of the Class for reasons other than to inspect documents; and
- g. When they systematically induced Plaintiffs and the other members of the Class to enter into foreclosure consulting contracts that did not comply in all respects with the PHIFA.

269. Additionally, Ms. Jackson, Ms. McCall, and Mr. Fordham, using Metropolitan and Fordham, violated the PHIFA by failing to provide Plaintiffs and Maryland subclass members with the disclosures and rights of rescission as required under the PHIFA, Md. Real Prop. §7-305 and 7-306.

270. Ms. Jones, Ms. Nicholls and John Does 1-50 willfully, systematically, and uniformly violated the PHIFA with respect to Plaintiffs and Maryland subclass members in the following ways, among others:

- a. When they systematically failed to give Plaintiffs and other members of the Class notices of transfer of deed or title, notices of rights to rescind, and rescission forms, in the forms prescribed under the PHIFA, Md. Real Prop. §7-310.
- b. When they systematically failed to verify that the Plaintiffs and other members of the class would be able to re-purchase their properties or perform the leases which were executed as part of the foreclosure reconveyances;
- c. When they entered into contracts with Plaintiffs and other members of the Class which were illegal, unfair, and commercially unreasonable;
- d. When they systematically induced Plaintiffs and the other members of the Class to enter into foreclosure consulting contracts which did not comply in all respects

with the PHIFA;

- e. When they recorded documents signed by Plaintiffs and other members of the Class, and encumbered the properties of Plaintiffs and other members of the Class prior to the expiration of the right to rescind of Plaintiffs and other members of the Class.

271. RTE, Tomlin, Sussex and Chaudhry willfully, systematically, and uniformly violated PHIFA with respect to Plaintiffs and Maryland subclass members in the following ways, among others:

- a. When they systematically failed to give Plaintiffs and other members of the Class notices of transfers of deed or title, notices of rights to rescind, and rescission forms, in the forms required and proscribed by PHIFA, Md. Real Prop. §7-310.
- b. When they recorded documents signed by Plaintiffs and other members of the Class, and encumbered the properties of the Plaintiffs and other members of the Class before the expiration of any rescission period.

272. The Defendants, Ms. Jackson, Ms. McCall, and Mr. Fordham, using Metropolitan and Fordham, Nicholls, Jones, John Does 1-50, RTE, Tomlin, Sussex and Chaudhry have willfully violated PHIFA and caused damages to the Plaintiff and Maryland subclass members that includes the unlawful loss of the equity in their homes, illegal fees and rents paid by the Plaintiff and Maryland subclass members, and other costs and damages.

273. The straw purchasers in these transactions, who were affiliated with Ms. Jackson, Ms. McCall, and Mr. Fordham, using Metropolitan and Fordham, each constituted “foreclosure purchasers” as defined by the PHIFA, Md. Real Prop. §7-301(e), as in each transaction these

straw purchasers were acquiring title or possession of a deed or other document to a residence in foreclosure as a result of a foreclosure reconveyance. Additionally, since they were entering into agreements with the Plaintiffs and Maryland subclass members to lease back the property to them and provide them an option to repurchase their homes, they were also “foreclosure consultants” as defined by the PHIFA, Md. Real Prop. §7-301(b).

274. Each of the transactions of Plaintiffs and Maryland subclass members constituted “foreclosure reconveyances,” as defined by the PHIFA, Md. Real Prop. §7-301(f), as each of the transactions involved, as set forth above:

(1) The transfer of title to real property by a homeowner during or incident to a proposed foreclosure proceeding, either by transfer of interest from the homeowner to another party or by creation of a mortgage, trust, or other lien or encumbrance during the foreclosure process that allows the acquirer to obtain legal or equitable title to all or part of the property; and

(2) The subsequent conveyance, or promise of a subsequent conveyance, of an interest back to the homeowner by the acquirer or a person acting in participation with the acquirer that allows the homeowner to possess the real property following the completion of the foreclosure proceeding, including an interest in a contract for deed, purchase agreement, land installment sale, contract for sale, option to purchase, lease, trust, or other contractual arrangement.

*Id.*

The fact that the transactions of Plaintiffs and Maryland subclass members were foreclosure reconveyances is clearly set forth in the Foreclosure Reversal Program form contracts and the other forms which were used for their transactions.

275. The straw purchasers in these transactions, as foreclosure purchasers involved in foreclosure reconveyances, were required to give certain notices and other documents to Plaintiffs and Maryland subclass members under the PHIFA, including notices of the transfer of their deeds, and notices of their rights to rescind, which they systematically failed to give to

Plaintiffs and Maryland subclass members.

**COUNT VI  
DECLARATORY AND INJUNCTIVE RELIEF  
(AGAINST ALL DEFENDANTS ON BEHALF OF  
THE MARYLAND SUBCLASS MEMBERS)**

276. Plaintiffs re-allege and incorporate by reference the foregoing allegations.

277. This claim for declaratory relief is brought under the Federal Declaratory Judgment Act, 28 U.S.C. §2201(a), to settle and obtain relief from uncertainty and insecurity with respect to the rights, status and legal relations under the deeds of the Plaintiffs and Maryland subclass members and the consumer protections embodied in Maryland's PHIFA statute.

278. Ms. Jones, Ms. Nicholls and John Does 1-50 maintain that they have valid deeds to the Properties of Plaintiffs and Maryland subclass members, despite the fact that they violated the PHIFA as described herein, despite the fact that they acted as foreclosure consultants when also acting as foreclosure purchasers, and despite the fact that Ms. Jackson, Ms. McCall, and Mr. Fordham, using Metropolitan and Fordham, took interests in the properties along with Ms. Jones, Ms. Nicholls, and John Does 1-50 while they, along with Ms. Jackson, Ms. McCall, and Mr. Fordham, using Metropolitan and Fordham, also simultaneously acted as foreclosure consultants in direct violation of the PHIFA.

279. Plaintiffs and Maryland subclass members maintain that the deeds to Ms. Nicholls and John Does 1-50 are void as in violation of the public policy set forth in the PHIFA.

280. Ms. Jones, Ms. Nicholls and Johns Does 1-50 will continue to maintain that they have title to the Properties of Plaintiffs and Maryland subclass members unless and until this Court declares and affirms that the deeds are void.

281. This presents an actual, judicable controversy between the parties relating to the construction of the deeds to the properties of Plaintiffs and Maryland subclass members and the application of the Maryland PHIFA statute to those deeds.

282. Plaintiffs and Maryland subclass members have a right to be free from the claim of Ms. Jones, Ms. Nicholls and John Does 1-50 to their properties.

283. The benefits to Plaintiffs and Maryland subclass members in obtaining an injunction preventing Ms. Jones, Ms. Nicholls and John Does 1-50 from transferring or encumbering the properties of Plaintiffs and Maryland subclass members outweigh any potential harm Ms. Jones, Ms. Nicholls or John Does 1-50 would incur as a result of an injunction, under the balance of the convenience test, as Ms. Jones, Ms. Nicholls and John Does 1-50 have no legal or contractual right to title of the properties of Plaintiffs and Maryland subclass members and illegally obtained title by recording the deeds before the expiration of the rescission period afforded to the Plaintiffs and Maryland subclass members, and as Plaintiffs and Maryland subclass members would greatly benefit from being relieved of the attempts of Ms. Jones, Ms. Nicholls and John Does 1-50 to transfer and/or encumber the properties.

284. Plaintiffs and Maryland subclass members will suffer irreparable injury unless the requested injunctions are granted, as Ms. Jones, Ms. Nicholls and John Does 1-50 will continue to attempt to transfer and/or encumber the properties of Plaintiffs and Maryland subclass members.

285. The public interest is best served by granting the requested injunctions. The public policy reflected in the PHIFA shows that the public interest is served by enforcing the statute,

and the public and the State have a compelling interest in preventing illegal foreclosure rescue scams from occurring in violation of the law.

286. Plaintiffs and Maryland subclass members are likely to succeed on the merits of this action, as the PHIFA explicitly requires that Ms. Jones, Ms. Nicholls and John Does 1-50 provide disclosures and rescission notices, and comply with the PHIFA in other respects, which these Defendants clearly did not do as established by the form documents in the transactions of Plaintiffs and Maryland subclass members.

287. In addition, the PHIFA expressly prohibits any foreclosure consultant from taking any interest in a property subject to a foreclosure reconveyance, and the form documents in this case clearly establish that Metropolitan and Fordham, as well as Ms. Jones, Ms. Nicholls and John Does 1-50 took interests in the properties of Plaintiffs and Maryland subclass members while simultaneously acting as foreclosure consultants, rendering the deeds void *ab initio*.

288. Finally, PHIFA expressly prohibits the recordation of any deed or other document, including the Deeds of Trusts in the names of Ms. Jones, Ms. Nicholls and John Does 1-50, which affect title to the Plaintiffs' and Maryland subclass members' residences until after the homeowners' right of rescission period has ended, rendering any recorded documents as void *ab initio*. Notwithstanding this express prohibition, the Defendants recorded documents from the Plaintiffs and Maryland subclass members.

**COUNT VII  
GROSS NEGLIGENCE  
(AGAINST RTE AND SUSSEX ONLY)**

289. Plaintiffs reallege and incorporate by reference the foregoing allegations.

290. RTE and Sussex had duties to exercise due diligence to determine that the transactions



being conducted by Ms. Jackson, Ms. McCall, and Mr. Fordham, using Metropolitan and Fordham, Ms. Jones, Ms. Nicholls and Johns Does 1-50 were not illegal in violation of the PHIFA, or otherwise irregular. RTE and Sussex had duties to inquire into the nature of the transactions of Plaintiffs and the other members of the Class due to the fact that the properties of Plaintiffs and the other members of the class were residences in foreclosure under the PHIFA, due to the fact that Ms. Jackson, Ms. McCall, and Mr. Fordham, using Metropolitan and Fordham, were repeatedly involved in transactions involving residences in foreclosure, due to the fact that Ms. Jackson, Ms. McCall, and Mr. Fordham, using Metropolitan and Fordham, were repeatedly using their straw purchasers to obtain interests in the properties of Plaintiffs and other members of the Class, and due to the fact that the disbursements of funds shown on the HUD-1 did not comport with reality and Sussex and RTE had knowledge of those facts, or should have known of those facts, or willfully blinded themselves to those facts.

291. RTE and Sussex further owed a duty as a result of the fees paid by the Plaintiffs and other class members.

292. RTE and Sussex breached their duties when they failed to conduct due diligence inquiries into the transactions of Plaintiffs and the other members of the Class to determine the legitimacy of the transactions, failed to determine whether the HUD-1 forms they prepared accurately reflected the disbursement of funds in the settlements they were conducting, failed to flag the transactions as in violation of the PHIFA despite knowledge that the residences of Plaintiffs and other members of the Class were in foreclosure, failed to refuse to settle the transactions when on actual and/or constructive notice of the irregularities and illegalities apparent in the transaction, and when it willfully blinded itself to the illegalities in the transactions.

293. RTE and Sussex's breaches of duty proximately caused damages to the Plaintiffs and other members of the Class, including the loss of title to their homes, the equity taken from their homes, and the other fees taken in the transactions.

294. RTE and SUSSEX acted in wanton or reckless disregard for the rights of the Plaintiffs and the other members of the Class.

**COUNT VIII**  
***RESPONDEAT SUPERIOR***  
**(AGAINST CHICAGO AND SOUTHERN ONLY)**

295. Plaintiffs reallege and incorporate by reference the foregoing allegations.

296. Mr. Chaudhry and Sussex were agents of Chicago at all times relevant to the facts alleged herein, as title insurance agents.

297. Ms. Tomlin and RTE were agents of Southern at all times relevant to the facts alleged herein, as title insurance agents.

298. Mr. Chaudhry and Sussex, and Ms. Tomlin and RTE, engaged in the acts and omissions described above, which caused injuries and damages to the Plaintiffs and the other members of the Class, as described above.

299. The acts and omissions of Mr. Chaudhry and Sussex, which caused injuries to the Plaintiffs and the other members of the Class, were committed within the scope of the agency of Mr. Chaudhry and Sussex with Southern. These acts and omissions were committed when Mr. Chaudhry and Sussex were performing title insurance agent services for which they had been engaged by Southern, and while acting in furtherance of Southern's interests.

300. The acts and omissions of Ms. Tomlin and RTE, which caused injuries to the Plaintiffs and the other members of the Class, were committed within the scope of the agency of Ms.

Tomlin and RTE with Chicago. These acts and omissions were committed when Ms. Tomlin and RTE were performing title insurance agent services for which they had been engaged by Chicago, and while acting in furtherance of Chicago's interests.

**WHEREFORE**, Plaintiffs request:

- A. Certification of a class and subclass of persons as defined herein;
- B. Appointment of Plaintiffs as the class representatives;
- C. Appointment of Plaintiffs' counsel as Class Counsel;
- D. An Award consisting of a trebling of the damages suffered by the Plaintiffs and the other members of the class against the RICO Defendants, jointly and severally, as a result of the RICO Violations as set forth herein, including amounts improperly paid to the "Foreclosure Reversal Program" with respect to their mortgage loan transactions;
- E. Pursuant to 12 U.S.C. § 2607(d)(2), an amount equal to three times the amount of any and all payments to Ms. Jackson, Ms. McCall, and Mr. Fordham, using Metropolitan and Fordham, Nicholls, Jones, John Does 1-50, RTE and/or Sussex in respect of each mortgage loan, as well as any and all other amounts or damages allowed to be recovered by RESPA including the equity stripped from the class members properties for excessive non-bona fide services and not actually made in accordance with the transaction's HUD-1 Settlement statement, to be paid by the aforesaid Defendants jointly and severally;
- F. An Award of compensatory damages in the amount of the equity taken from the residences of Plaintiffs and the other members of the Class against the Defendants, jointly and severally;
- G. Pursuant to PHIFA for the Plaintiffs and Maryland subclass members, an award

against the Defendants, jointly and severally, equal to up to three times the amount of any and all damages due to the Defendants' willful conduct;

H. An award against RTE and Sussex for their gross negligence, in an amount to be determined at trial, but in no event less than the total equity of the Plaintiffs and class members plus punitive damages in the amount of three times the Plaintiffs' and class members lost equity in their properties;

I. An Award against Southern in the amount of any and all awards made against Mr. Chaudhry and/or Sussex, pursuant to respondeat superior liability;

J. An award against Chicago in the amount of any and all awards made against Ms. Tomlin, and/or RTE, pursuant to respondeat superior liability;

K. A declaration that the deeds from Plaintiffs and Maryland subclass members to any straw buyers, obtained and filed in violation of PHIFA, are void;

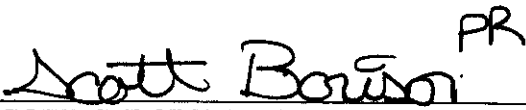
L. A declaration that any encumbrances incurred by the straw purchasers based on the illegally recorded deed are void;

M. An injunction prohibiting Ms. Jones, Ms. Nicholls and John Does 1-50 from transferring or otherwise encumbering the properties of Plaintiffs and Maryland subclass members;

N. An award of pre- and post-judgment interest, costs, and attorney's fees as permitted under PHIFA in favor of Plaintiffs and Maryland subclass members; and,

O. Such other and further relief as the nature of this case may require.

Respectfully submitted,

  
SCOTT C. BORISON (Bar No. 22576)  
JANET LEGG (Bar No. 15552)  
Legg Law Firm, LLC  
5500 Buckeystown Pike  
Frederick, MD 21703  
(301) 620-1016  
FAX: (301)620-1018  
[legg@legglaw.com](mailto:legg@legglaw.com)  
[borison@legglaw.com](mailto:borison@legglaw.com)

PETER A. HOLLAND (Bar No. 10866)  
BENJAMIN H. CARNEY (Bar No. 27984)  
The Holland Law Firm, P.C.  
1410 Forest Drive, Suite 21  
Annapolis, Maryland 21403  
(410) 280-6133  
FAX: (410) 280-8650  
[peter@hollandlawfirm.com](mailto:peter@hollandlawfirm.com)  
[ben@hollandlawfirm.com](mailto:ben@hollandlawfirm.com)

PHILLIP R. ROBINSON (Bar No. 27824)  
Civil Justice, Inc.  
520 West Fayette Street, Suite 410  
Baltimore, Maryland 21201  
(410) 706-0174  
FAX: 410-706-3196  
[probinson@civiljusticenetwork.org](mailto:probinson@civiljusticenetwork.org)

ATTORNEYS FOR PLAINTIFFS AND THE CLASS

**Request for Jury Trial**

Plaintiff demands a trial by jury on all causes of action set forth herein.

  
SCOTT C. BORISON

***Proctor et. al v. Metropolitan Money Store Corp. et al.***  
**Table of Exhibits**

<b>Exhibit Number</b>	<b>Exhibit Description</b>
1.	Letter from the Office of the Commissioner of Financial Regulation
2.	Foreclosure Reversal Program "Addendum Contract"
3.	Fordham & Fordham Investment Group Form
4.	"Assignment of Heirs"
5.	"Investor" forms
6.	Metropolitan Money Store Disbursement Sheets
7.	Deed to the Proctor Family Property
8.	HUD-1 Settlement Statement for the Proctor Family Transaction
9.	Wiring Instructions to Argent Mortgage Company
10.	Commitment for Title Insurance from Chicago for Proctor Property
11.	Request for Title Abstract from Express Abstracts and Title
12.	Sussex Trust Accounting Report for Proctor Family Transaction
13.	Check Number 28470 to the Proctor Family
14.	Deed of Trust in the Name of Ms. Nicholls
15.	Downpayment from Metropolitan or Fordham for Wallace Property
16.	Wire transfers from RTE to Metropolitan and Fordham
17.	Email from Jill Hess at New Century to RTE
18.	Metropolitan Mortgage Broker Agreement with Simon
19.	Metropolitan Maryland Financing Agreement with Simon

***Proctor et. al v. Metropolitan Money Store Corp. et al.***  
**Table of Exhibits**

<b>Exhibit Number</b>	<b>Exhibit Description</b>
20.	Metropolitan's Borrowers Certification and Authorization with Simon
21.	Metropolitan Disclosure of Required Settlement Service Providers
22.	Downpayment from Metropolitan or Fordham for Simon Property
23.	Wire Transfers to Sussex for Simon Property
24.	Sussex Wire Transfers to Metropolitan Concerning Simon Property
25.	Sussex Statutory Notice and Acknowledgement
26.	Sussex Trust Accounting Report for Simon Family Transaction
27.	Letter from RTE to Nationstar About Wallace Mortgage Payoff
28.	Sussex Payoff of the Proctor Family Deed of Trust



MARTIN J. O'MALLEY, Governor  
ANTHONY G. BROWN, Lt. Governor  
THOMAS E. PEREZ, Secretary

Division of Financial Regulation  
Charles W. Turnbaugh, Commissioner

DLR Home Page - <http://www.dflr.state.md.us>  
DLR E-mail - [florreg@dflr.state.md.us](mailto:florreg@dflr.state.md.us)



May 4, 2007

RE: Metropolitan Money Store

To Whom It May Concern:

Please allow this letter to serve notice that the Maryland Department of Labor Licensing and Regulation, Office of Financial Regulation, in conjunction with other governmental agencies, is conducting a major investigation concerning mortgage brokering activities of Metropolitan Money Store, Lanham Maryland, which may affect both Title to Maryland properties and related Deeds of Trust.

I would like to speak with you regarding your mortgage transaction so that I can further inform you of the details of this investigation. Please contact me at 410-230-6346.

Sincerely,

*David M. Schickner*  
David M. Schickner  
Investigator  
Enforcement Unit

Cc: File

Division of Financial Regulation  
500 North Calvert Street, Room 402  
Baltimore, MD 21202



Keeping Maryland Working and Safe

410-230-6100 GENERAL INFORMATION  
1-888-784-0136 TOLL FREE  
410-333-0475 FAX





**METROPOLITAN MONEY STORE**  
 5145 ANNAPOLIS RD. #202  
 LANTANA, MD 20786

EXHIBIT  
 2

**ADDENDUM CONTRACT**

I Nadine McKenzie Practer, Melvin Practer Jr agree to sell my home located at 2604 Sapienza Dr Fort Washington Metropolitan Money Store Corp and the monthly payment, principal taxes and insurance will be escrowed for one year. The sale price of the home is \$ what appraised value. During that year I Nadine Practer and Melvin Practer will not have any monthly mortgage payments. I Nadine Practer and Melvin Practer agree to resolve and payoff any negative credit that is on my credit report; so that I can purchase the above address back from the above name within one year of the purchase date. I also agree that all utilities will be paid in full such as water, gas, HOA and any other outstanding liens made during that year against the property. This is to assure that there are no liens or encumbrances; all monies will be held in escrow to pay these debts.

When repurchasing the home after the one year expiration or 11 months, I Nadine Practer and Melvin Practer agree to use Metropolitan Money Store Corporation for the purchase of the home. Nadine Practer and Melvin Practer the seller agree that I will be responsible for closing cost for selling and the purchase of the property located at 2604 Sapienza Dr Fort Washington Md 20744. Seller will repurchase the home at the same sale price given above \$ what appraised value.

In the event, I Nadine Practer and Melvin Practer Jr the seller after one year is unable to purchase the property located at 2604 Sapienza Dr Fort Washington Md 20744. Metropolitan Money Store Corporation will arrange as a courtesy, a sixty (60) day extension, and during that time the purchaser is responsible for the mortgage payments, taxes, HOA, and insurance. After this courtesy of 60 days has expired the contract will become null void and the investor will then take possession of the said property.

Seller Nadine Practer Date 1/5/06

Seller Melvin Practer Date 1/5/06

Purchaser David Jones Date 1/24/06  
 FOR Metropolitan Money Store

*[Handwritten signature]*

EXHIBIT

3

**FORDHAM & FORDHAM**  
Investment Group

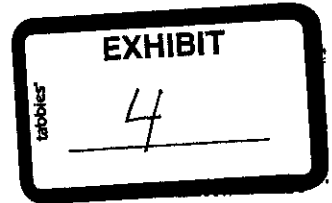
I, Dolores Wallace / [unclear] UNDERSTAND THAT THE FEES LISTED ABOVE ARE ASSOCIATED WITH THE FORECLOSURE REVERSAL PROGRAM, WHEN ALL FEES ARE PAID; I CONCUR THAT FORDHAM AND FORDHAM WILL ASSIST ME WITH RESOLVING MY CREDIT ISSUES. WHEN ALL DEBTS ARE PAID, THE REMAINING PROCEEDS WILL BE APPLIED TO SOME OF MY CREDIT BALANCES. THIS WILL ENABLE ME TO PURCHASE THE PROPERTY LISTED ON THE CONTRACT IN 1 YEAR.

PLEASE FORWARD ALL DOCUMENTATION REGARDING PROPERTY TO FORDHAM & FORDHAM IMMEDIATELY AFTER RECEIVED.

SIGN: (Dolores) Wallace DATE: 11/30/06

SIGN: [unclear] Wallace DATE: 11/30/06

January 24, 2006



### Assignment Of Heirs

If any thing should happen to us during this 12 month period and we are not coherent of my surroundings or die, my property will be transferred to our rightful heirs with out Probate. We are of sound mind and judgement at this transaction.

*H Kevin L. Miner*      *Tywan M. BROWN*  
*Shontice R. McKenzie*  
*Ebony L. BROWN*

NADINE MCKENZIE PROCTOR AND MELVIN PROCTOR JR.

*Nadine McKenzie Proctor*      *Melvin Proctor Jr*

Notary

A handwritten signature in black ink, appearing to be "D. Bell".

SENSENEBUCAL  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires February 2, 2008

**Investor's Addendum**

To purchase homes for Metropolitan Money Store Corporation:

Investors understand that the said property is to be reconvened in 13 months to the original owners stated in the Foreclosure Reversal Program.

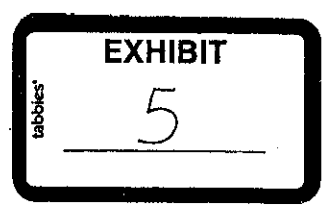
In addition all investors will sign a power of attorney giving Metropolitan Money Store Corporation all rights to the said property; to sign documents, make changes and sell the property; if necessary.

Property Address:

\_\_\_\_\_  
\_\_\_\_\_

Investor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

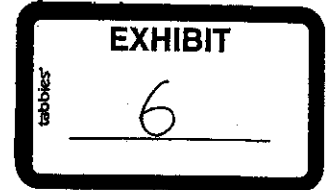




# METROPOLITAN MONEY STORE

9420 Annapolls Road #203 Lanham, Md. 20706  
301-918-1730 301-918-0213 fax

DISBURSEMENT FROM SALE	\$164,372.59		
LANDLORD	\$833.00 X 12 MOS		\$9,996.00
		1ST	2ED
ESCROW OF RENT 12MOS	\$722.73	\$2,182.56	\$34,003.48
CREDIT REPAIR	\$16,311.00	(603)	
CLOSING COST	\$13,800.84		
APPRAISAL FEE	\$300.00		
FORDHAM AND FORDHAM	\$10,000.00		
INSURANCE	\$1,252.00		
LOAN OFFICER	\$10,000		
DOCUMENT HANDLING	\$0.00		
MISCELLANEOUS FEES	\$1,646.11		
COMPANY	20,000.00		
BACK TO YOU	\$80,000.00	MARCH 1ST 2008	



SIGN  
NADINE PROCTOR  
AND  
MELVIN PROCTOR

*Nadine G. Proctor (McKenzie)*  
*Melvin Proctor*

*J. J. McCall*

J. J. McCall  
MONEY PUBLIC BANK OF MARYLAND  
My Commission Expires February 6, 2008

Get what you need from the MONEY STORE!



Purchase Money Deed  
CAP Title, LLC  
File No. 200601-60

Clerk of the  
Circuit Court

2006 APR 25 PM 12:49

This Deed, MADE THIS 24th day of January, 2006, by and between Melvin J. Proctor, Jr. and Nadine M. McKenzie-Proctor, party(ies) of the first part, Grantor(s); and Diane Linda Jones, Sole Owner, party(ies) of the second part, Grantee(s).

Witnesseth

That for and in consideration of the sum of Three Hundred Fifty Thousand and 00/100 (\$350,000.00), which includes the amount of any outstanding Mortgage or Deed of Trust, if any, the receipt whereof is hereby acknowledged, the said Grantor does grant and convey to the said Diane Linda Jones, Sole Owner, their assigns, the survivor of them and the survivor's personal representatives and assigns in fee simple, all that lot of ground situate in Prince George's, Maryland and described as follows, that is to say:

Lot numbered fourteen (14) in block lettered "F" in the subdivision known as "Section Two, Oaklawn Manor," as per plat thereof recorded among the land records of Prince George's County, Maryland in plat book www 63 at plat 22. Being in the 9th election district.

Tax ID: 09-0923078

Address: 8604 Sapienza Drive, Ft. Washington, MD 20744.  
Being the same property described in Liber 13513, folio 538.  
Title Insurance: Chicago Title Insurance Co.

PRINCE GEORGE'S COUNTY, MD

APPROVED BY [Signature]  
#04

APR - 4 2006

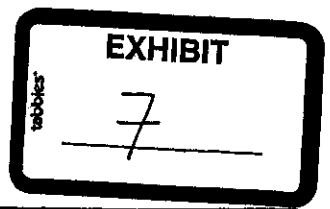
1,540.00 RECORDATION TAX PAID  
4,900.00 TRANSFER TAX PAID

Together with the buildings and improvements thereon erected, made or being; and all and every, the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

To Have and To Hold the said tract of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Diane Linda Jones, Sole Owner, their assigns, the survivor of them and the survivor's personal representatives and assigns of the survivor, in fee simple.

TOP END SURF \$ 20.00  
RECORDING FEE 20.00  
TRIM STATE 1,750.00  
1,790.00  
\$ 33991  
REP BXN BIK \$ 2745  
APR 25, 2006 12:52 PM

And the said party of the first part hereby covenants that he/she/they have/have not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that he/she/they will warrant specially the property hereby granted; and that he/she/they will execute such further assurances of the same as may be requisite.



24924 415

As Witness the hand and seal of said Grantors, the day and year first above written.

WITNESS:

\_\_\_\_\_

Melvin J. Proctor, Jr. {Seal}  
Melvin J. Proctor, Jr.

\_\_\_\_\_

Nadine M. McKenzie-Proctor {Seal}  
Nadine M. McKenzie-Proctor

\_\_\_\_\_

\_\_\_\_\_ {Seal}

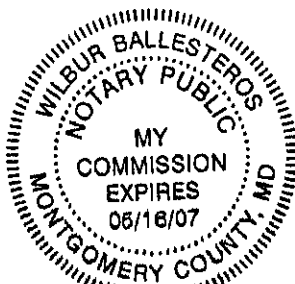
\_\_\_\_\_

\_\_\_\_\_ {Seal}

STATE OF Maryland, ~~Prince George's~~ <sup>Montgomery</sup> to wit:

I HEREBY CERTIFY, That on this 24th day of January, 2006, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Melvin J. Proctor, Jr. and Nadine M. McKenzie-Proctor, the Grantor herein, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged the same for the purposes therein contained, and further acknowledged the foregoing Deed to be his/her/their act, and in my presence signed and sealed the same, giving oath under penalties of perjury that the consideration recited herein is correct.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



[Signature]  
Notary Public,

My commission expires:

THIS IS TO CERTIFY that the within Deed was prepared by, or under the supervision of the undersigned, an Attorney duly admitted to practice before the Court of Appeals of Maryland.

[Signature]  
Attorney Alexander S. Christy

AFTER RECORDING, PLEASE RETURN TO:  
CAP Title, LLC  
401 N. Washington Street Suite:525  
Rockville, Maryland 20850  
Order Number: 200601-60

24924 416

RESIDENCE STATUS AFFIDAVIT

Name of transferor: Melvin J. Proctor, Jr. and Nadine M. McKenzie-Proctor
Property address: 8604 Sapienza Drive
Fort Washington, Maryland 20744
Tax I.D. No.

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. This "Code" does not apply to the transferor because:

Reason for Exemption:

- I/we, Transferor(s), am/are a resident of the State of Maryland.
Transferor is a resident entity under § 10-912(A)(4) of the Tax-General Article of the Annotated Code of Maryland, I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf
Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC §121.

Under penalty of perjury, I/we certified that I/we have examined this declaration and that, to the best of my/our knowledge, it is true, correct and complete.

Witness
Witness

Melvin J. Proctor, Jr.
Nadine M. McKenzie-Proctor

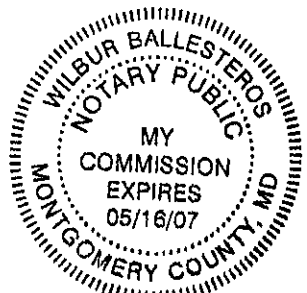
STATE OF MARYLAND
COUNTY OF Prince George's
ss: to Wit

On this 24th day of January, 2006., before me, a Notary Public of the State of Maryland and for the County of Montgomery aforesaid, personally appeared:

Melvin J. Proctor, Jr. and Nadine M. McKenzie-Proctor

Known to me to be, or satisfactorily proven to be the persons whose names are subscribers to the within Affidavit, and who acknowledge that they executed the same for the purposes therein Contained.

Notary Public,



My Commission Expires:



24924 417

**State of Maryland Land Instrument Intake Sheet**

| | Baltimore City | X | County: Prince George's  
 Information provided is for the use of the Clerk's Office and State Department of Assessments and Taxation, and the County Finance Office only.  
 (Type or Print in Black Ink Only All Copies Must Be Legible)

1 Type(s) of Instruments ( ) Check Box if Addendum Intake Form is Attached.)  
 Deed  Mortgage  Other  
 Deed of Trust  Lease  Other  
 2 Conveyance Check Box  
 Improved Sale  Unimproved Sale  Multiple  Not an Arms-Length Sale [9]  
 Arms-Length [1]  Arms-Length [2]  Arms Length [3]  
 3 Tax Exemptions (if Applicable)  
 Recordation \_\_\_\_\_  
 State Transfer \_\_\_\_\_  
 County Transfer \_\_\_\_\_  
 Site or Explain Authority \_\_\_\_\_

4 Consideration and Tax Calculations	Consideration	Amount	Finance Office Use Only	
	Purchase Price/Consideration	\$	350,000.00	Transfer and Recordation Tax Consideration
Any New Mortgage	\$	350,000.00	Transfer Tax Consideration	\$
Balance of Existing Mortgage	\$		x ( ) % =	\$
Other:	\$		Less Exemption Amount	- \$
			Total Transfer Tax	= \$
Other:	\$		Recordation Tax Consideration	\$
			x ( ) per \$500 =	\$
Full Cash Value	\$		TOTAL DUE	\$

5 Fees	Amount of Fees	Doc. 1	Doc. 2	Agent:
	Recording Charge	\$	20.00	\$
Surcharge	\$	20.00	\$	40.00
State Recordation Tax	\$	1540.00	\$	
State Transfer Tax	\$	1750.00	\$	
County Transfer Tax	\$	4900.00	\$	
Other	\$		\$	
Other	\$		\$	

Tax Bill: \_\_\_\_\_  
 C.B. Credit: \_\_\_\_\_  
 Ag. Tax/Other: \_\_\_\_\_

6 Description of Property  
 SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No.(1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
09	0923078				(5)
Subdivision Name		Lot (3a)	Block(3b)	Sect/AR(3c)	Plat Ref.
Oaklawn Manor		14	F		
Location/Address of Property Being Conveyed (2)					
8604 Sapienza Drive Fort Washington Maryland 20744					
Other Property Identifiers (if applicable)			Water Meter Account No.		
			/		
Residential [ X ] or Non-Residential [ ]		Fee Simple [ ] or Ground Rent [ X ]		Amount: \$PropertyLeaseholdAmt	
Partial Conveyance? [ ] Yes [ ] No		Description/Amt. of SqFt/Acreage Transferred:			
If Partial Conveyance, List Improvements Conveyed:					

7 Transferred From

Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
Melvin J. Proctor, Jr. and Nadine M. McKenzie-Proctor	Diane Linda Jones, Sole Owner
Doc. 1 - Owner(s) of Record, if Different from Grantor(s)	Doc. 2 - Owner(s) of Record, if Different from Grantor(s)

8 Transferred To

Doc. 1 - Grantee(s) Name(s)	Doc. 2 - Grantee(s) Name(s)
Diane Linda Jones, Sole Owner	Argent Mortgage Company, LLC
New Owner's (Grantee) Mailing Address	
8604 Sapienza Drive Fort Washington Maryland 20744	

9 Other Names to Be Indexed

Doc. 1 - Additional Names to be Indexed (Optional)	Doc. 2 - Additional Names to be Indexed (Optional)

10 Contact/Mail Information

Instrument Submitted By or Contact Person		<input checked="" type="checkbox"/> Return to Contact Person
Name: Annette Donovan		<input type="checkbox"/> Hold for Pickup
Firm: CAP Title LLC		<input type="checkbox"/> Return Address Provided
Address: 401 N. Washington Street, Suite 525 Rockville, MD 20850		
Phone: 301-838-0500		

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Information	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Will the property being conveyed be the grantee's principal residence?
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Does transfer include personal property? If yes, identify: _____

# A. Settlement Statement

U.S. Department of Housing  
and Urban Development

Form Approved OMB No. 2502-0265

<b>B. Type of Loan</b>			
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.	6. File Number
4. <input type="checkbox"/> VA	5. <input checked="" type="checkbox"/> Conv. Ins.	6. <input type="checkbox"/> None (Cash)	200601-60
7. Loan Number		8. Mortgage Insurance Case Number	
0093135432-9607			
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Item marked "(p.o.c)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.			
D. Name and Address of Borrower		E. Name and Address of Seller	F. Name and Address of Lender
Diane Linda Jones 508 Balboa Avenue Capitol Heights, Maryland 20743		Melvin J. Proctor, Jr. and Nadine M. McKenzie-Proctor 8604 Sapienza Drive Fort Washington, Maryland 20744	Argent Mortgage Company, LLC 44 South Broadway, 16th Flr White Plains, New York 10604
G. Property Location		H. Settlement Agent	
8604 Sapienza Drive Fort Washington, Maryland 20744		CAP Title, LLC	
		Place of Settlement	I. Settlement Date
		401 North Washington Street, #525 Rockville, Maryland 20850	January 24, 2006
			Disbursement Date
			January 24, 2006
<b>J. SUMMARY OF BORROWER'S TRANSACTION:</b>		<b>K. SUMMARY OF SELLER'S TRANSACTION:</b>	
<b>100. GROSS AMOUNT DUE FROM BORROWER</b>		<b>400. GROSS AMOUNT DUE TO SELLER</b>	
101. Contract sales price	350,000.00	401. Contract sales price	350,000.00
102. Personal Property		402. Personal Property	
103. Settlement charges to borrower (line 1400)	10,780.10	403.	
104.		404.	
105.		405.	
Adjustment for items paid by seller in advance		Adjustment for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes 01-24-2006 to 06-30-2006	1,280.76	407. County taxes 01-24-2006 to 06-30-2006	1,280.76
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
<b>120. GROSS AMOUNT DUE FROM BORROWER</b>	<b>362,060.86</b>	<b>420. GROSS AMOUNT DUE TO SELLER</b>	<b>351,280.76</b>
<b>200. AMOUNT PAID BY OR IN BEHALF OF BORROWER</b>		<b>500. REDUCTION IN AMOUNT DUE TO SELLER</b>	
201. Deposit or earnest money		501. Excess deposit (see instruction)	
202. Principal amount of new loan(s)	280,000.00	502. Settlement charges to seller (line 1400)	7,920.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
		Chase Home Finance, LLC	163,382.17
205. Funds from 2nd MTG.		505. Payoff of second mortgage loan	
Argent MTG. Company	69,740.12	Capital One Bank	6,106.00
206.		506.	
207.		507.	
208. Seller Concessions	9,500.00	508. Seller Concessions	9,500.00
209.		509.	
Adjustment for items unpaid by seller		Adjustment for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
<b>220. TOTAL PAID BY/FOR BORROWER</b>	<b>359,240.12</b>	<b>520. TOTAL REDUCTION AMOUNT DUE SELLER</b>	<b>186,908.17</b>
<b>300. CASH AT SETTLEMENT FOR OR TO BORROWER</b>		<b>600. CASH AT SETTLEMENT TO OR FROM SELLER</b>	
301. Gross amount due from borrower (line 120)	362,060.86	601. Gross amount due to seller (line 420)	351,280.76
302. Less amount paid by/for borrower (line 220)	359,240.12	602. Less reduction amount due seller (line 520)	186,908.17
<b>303. CASH DUE FROM BORROWER</b>	<b>2,820.74</b>	<b>603. CASH DUE TO SELLER</b>	<b>164,372.59</b>



12345678901234567890  
 CAP FORM 1234  
 200601-60

L. SETTLEMENT CHARGES:				PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700.	TOTAL SALES/BROKER'S COMMISSION based on price \$	@	% =		
Division of commission (line 700) as follows:					
701.		to			
702.		to			
703.	Commission paid at settlement				
704.		to			
800.	ITEMS PAYABLE IN CONNECTION WITH LOAN				
801.	Loan Origination Fee	1.0000 % of 280,000.00	to Metropolitan Money Store	2,800.00	
802.	Loan Discount	% of	to		
803.	Appraisal Fee	300.00	to Ron Bozeman	300.00	
804.	Credit Report	11.00	to Argent Mortgage Company, LLC	P.O.C.	
805.	Underwriting Fee	799.00	to Argent Mortgage Company, LLC	799.00	
806.	Finder's Fee	1,000.00	to Metropolitan Money Store	1,000.00	
807.	Tax Related Service Fee	70.00	to Fidelity National Tax Service	70.00	
808.	Flood Search Fee	9.00	to First American Flood Data Services	9.00	
809.		to			
810.		to			
811.		to			
812.		to			
813.		to			
900.	ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901.	Interest from	January 24, 2006 to February 01, 2006	8Days @ \$ 60.2200 /day	481.76	
902.	Mortgage insurance premium for		to		
903.	Hazard insurance premium for	1,252.00	to STATE FARM	1,252.00	
904.		to			
905.		to			
1000.	RESERVES DEPOSITED WITH LENDER FOR				
1001.	Hazard Insurance	2 mo.@ \$ 104.3300	/mo.		208.66
1002.	Mortgage Insurance	mo.@ \$	/mo.		
1003.	City property taxes	mo.@ \$	/mo.		
1004.	County property taxes	3 mo.@ \$ 246.5600	/mo.		739.68
1005.	Annual assessments	mo.@ \$	/mo.		
1006.		mo.@ \$	/mo.		
1007.		mo.@ \$	/mo.		
1008.					
1100.	TITLE CHARGES				
1101.	Settlement or closing fee	690.00	to CAP Title, LLC	495.00	195.00
1102.	Abstract or title search	210.00	to CAP Title, LLC	210.00	
1103.	Title examination		to		
1104.	Title insurance binder	200.00	to CAP Title, LLC	200.00	
1105.	Document preparation		to		
1106.	Notary fees		to		
1107.	Attorney's fees		to		
(includes above items No: )					
1108.	Title insurance	1,210.00	to CAP Title, LLC	1,210.00	
(includes above items No: )					
1109.	Lender's coverage \$	280,000.00			
1110.	Owner's coverage \$	350,000.00			
1111.	Courier Wire Fee			50.00	50.00
1112.	Release Trust (per/trust)				110.00
1113.	Lien Release				250.00
1200.	GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201.	Recording fees	Deed \$ 40.00 ; Mortgage \$ 40.00 ; Release \$		80.00	
1202.	City/County tax/stamps:	Deed \$ 4,900.00 ; Mortgage \$			4,900.00
1203.	Recordation Tax	Deed \$ 1,540.00 ; Mortgage \$			1,540.00
1204.	State Transfer Tax	1,750.00	Clerk of the Court	875.00	875.00
1205.		to			
1300.	ADDITIONAL SETTLEMENT CHARGES				
1301.	Survey		to		
1302.	Pest inspection		to		
1303.			to		
1304.			to		
1305.			to		
1306.			to		
1307.			to		
1308.			to		
1400.	TOTAL SETTLEMENT CHARGES (enter on lines 103 and 502, Sections j and k)			10,780.10	7,920.00

CERTIFICATION I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

*Linda Jones*  
 Diane Linda Jones

*Melvin J. Proctor, Jr.*  
 Melvin J. Proctor, Jr.  
*Nadine M. McKenzie-Proctor*  
 Nadine M. McKenzie-Proctor

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.  
 Borrowers: \_\_\_\_\_ Settlement Agent: \_\_\_\_\_ Date: January 24, 2006



CAP Title, LLC  
401 North Washington Street, Suite 525  
Rockville, MD 20850  
301-838-0500  
301-838-9186 (fax)

Wiring Instructions-Maryland & DC

Argent Mortgage Company, LLC  
44 South Broadway, 16th Flr  
White Plains, New York 10604

Borrower: Diane Linda Jones

Bank: Citibank, F.S.B. Washington  
Washington, DC

Branch Address: 822A Rockville Pike  
Rockville, MD 20852  
Phone #: 301-217-0283

Branch#: 734

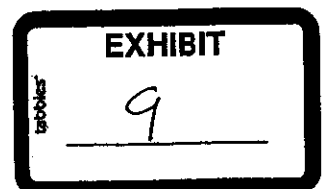
Account Name: CAP Title, LLC-MD/DC Escrow

ABA#: 254070116

Account#: REDACTED

CAP Title Contact info: 301-838-0500  
301-838-9186 (fax)

Please let us know if you require any further information.



COMMITMENT FOR TITLE INSURANCE

Commitment No. 200601-141

1. Effective Date: October 30, 2005
2. Policy or Policies to be issued:
  - A.  ALTA Owner's Policy (10-17-92) Amount \$360,000.00  
Proposed Insured: Dizne Linda Jones
  - B.  ALTA Loan Policy (10-17-92) Amount \$72,000.00  
Proposed Insured: Argent Mortgage Company, LLC, its successors and/or assigns as their interest may appear
  - C.  Other: LIST TYPE Amount \$

3. The estate or interest in the described or referred to in this Commitment and covered herein is:  
FEE SIMPLE
4. Title to the FEE SIMPLE estate or interest in said land is at the effective date hereof vested in:  
Melvin J. Proctor, Jr. and Nadine M. McKenzie-Proctor from deed dated 11/2/99 and recorded 12/7/99 in Liber 13513 at folio 538
5. The land referred to in this Commitment is described as follows:

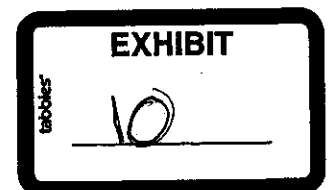
See Attached EXHIBIT A-Legal Description

Lot numbered fourteen (14) in block lettered "F" in the subdivision known as "Section Two, Oaklawn Manor," as per plat thereof recorded among the land records of Prince George's County, Maryland in plat book www 63 at plat 22. Being in the 9th election district.

Tax ID: 09-0923078

Address: 8604 Sapienza Drive, Ft. Washington, MD 20744.

Taxes are paid through 2005 in the amount of \$2,958.72.



Issued By:

Chicago Title Insurance Company  
(Requirements) Continued

Schedule B - Section 1

## COMMITMENT FOR TITLE INSURANCE

Commitment No. 200601-141

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Rights or claims of parties other than the Insured in actual possession of any or all of the property.
3. Easements, or claims of easements, not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the property.
5. Any lien, or right to a lien, for services, labor or material heretofore or after furnished, imposed bylaw and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. Taxes and other public charges (including assessments by any County, Municipality, Metropolitan District or Commission) payable on an annual basis have been paid through the fiscal year ending June 30, 2000. (a) This policy does not insure against the balance of any public charges (including assessments by any County, Municipality, Metropolitan District or Commission) payable on an annual basis subsequent to the fiscal year ending June 30, . not yet due and payable. Nor does this Policy insure against possible future tax levies nor against possible public charges as defined above that have not been levied or assessed. (b) If taxes are payable on a semi-annual basis, taxes have been paid through June 30<sup>th</sup> or December 31, first following the effective date of this policy, whichever of said dates is the first to occur.

Rights of Way: 2589/18, 2589/61, 2855/1

Covenants: 2741/601, 3119/427

NOTE: Any exception stated in the Commitment for covenants, conditions or restrictions which indicate a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin is omitted as provided in 42 U.S.C. 3604, unless and only to the extent that the restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. 3607, and (c) relates to a handicap, but does not discriminate against handicapped people.

SCHEDULE B - SECTION 2  
ALTA Commitment  
(Rev. 3-88)

*Issued By:*

Chicago Title Insurance Company

Schedule A – Description Continued

COMMITMENT FOR TITLE INSURANCE

Commitment No. 200601-141

Taxes are due for first half 2006 in the estimated amount of \$1479.36 by 9/30/06.

## COMMITMENT FOR TITLE INSURANCE

Commitment No. 200601-141

The following are the requirements to be complied with:

1. Instruments in insurable form which must be executed, delivered and duly filed for record:
  - a. Warranty Deed from Melvin J. Proctor, Jr. and Nadine M. McKenzie-Proctor to Diane Linda Jones, Sole Owner vesting fee simple title to the subject property.
  - b. Deed of Trust from Diane Linda Jones, securing Argent Mortgage Company, LLC, its successors and/or assigns as their interest may appear in the amount of \$288,000.00. (1<sup>st</sup> Position)
  - c. Deed of Trust from Diane Linda Jones, securing Argent Mortgage Company, LLC, its successors and/or assigns as their interest may appear in the amount of \$72,000.00. (2<sup>nd</sup> Position)
2. Pay the agreed amounts for the interest in the land and/or mortgage to be insured.
3. Pay us the premiums, fees and charges for the Policy.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
5. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
6. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid.
7. You must pay and/or release of record the following items:
  1. Satisfaction and Release of a Deed of Trust Dated 11/2/99 and recorded 12/7/99 in Liber 13513 at Folio 541 securing American Skycorp, Inc. in the principal sum of \$136,900.00. Modified @ 15577/409.
  2. Satisfaction and Release of a Judgment Recorded 6/4/03 under case number NL965/086 in the estimated amount of \$1106.77 plus fees and costs.
  3. Satisfaction and Release of a Judgment Recorded 9/12/90 under case number CAL90-20887 in the estimated amount of \$90.87 plus fees and costs.



Issued By:

Chicago Title Insurance Company  
(Requirements) Continued

Schedule B -- Section 1

## COMMITMENT FOR TITLE INSURANCE

Commitment No. 200601-141

8. This Policy specifically guarantees that any past, present or future violations of restrictions, covenants, building setback, easement areas widening strips, partition walls or other limitations and restrictions will not work a forfeiture or reversion of the title or result in a lien or charge superior to the interest of the mortgagee insured herein and that the same have not been violated as of the date of this policy.

SCHEDULE B - SECTION 2  
ALTA Commitment  
(Rev. 3-88)



401 North Washington Street, Suite 525 • Rockville, MD 20850  
Phone: (301) 838-0500 Fax: (301) 838-9186

TITLE REQUEST

TO: Express Abstracts  
FAX: 301 695 9242  
FROM: Kimmie DePaolo  
DATE: January 9, 2006  
FILE NO.: n/a  
Borrower: Diane Linda Jones  
Seller (if applicable): Nadine Proctor  
Property Address: 8604 Sapienza Drive  
Fort Washington, MD  
County: Prince George's  
Due Date: January 11, 2006 by 12:00 p.m.  
FULL TITLE  CURRENT OWNER  UPDATE   
PROPERTY INSIGHT REPORT [Acct #: 4361] Yes  No   
Order Lien  YES  NO Check Taxes  YES  NO Attach Lien  YES  NO

\*\* Please fax report to Kimmie DePaolo at 301-838-9186 or e-mail report to [kdepaolo@captitle.com](mailto:kdepaolo@captitle.com) \*\*

COMMENTS:

PLEASE NOTE THIS IS A RUSH ORDER DUE BACK BY NOON ON JANUARY 11<sup>TH</sup>.

Thank you,

Kimmie



**Kimberley DePaolo**

---

**From:** IC Administrator  
**Sent:** Monday, January 09, 2006 04:51 PM  
**To:** Kimberley DePaolo  
**Subject:** Fax Successfully Sent to Express Abstracts

Fax was successfully sent.  
Remote Name: Express Abstracts  
Remote TN: (301) 695-9242  
Fax Device: FaxStation06  
Transmission Rate: 14400n  
Sender: Kimberley DePaolo

[ID: 1301743317]

**Trust Accounting Report**  
 File Number 200601-60  
 JONES - PROCTOR 8604 SAPIENZA DRIV

UnderWriter: Chicago Title Insurance Company

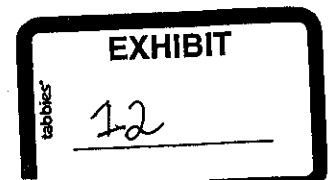
Buyer Name: Diane Linda Jones

Seller Name: Melvin J. Proctor, Jr.

Receipts	Required	Debit	Credit	Balance
<b>Argent Mortgage Company, LLC</b>				
280,000.00	202	Principal amount of new loans		
Net (799.00)	805	Underwriting Fee		
NetFrom (70.00)	807	Tax Related Service Fee		
NetFrom (9.00)	808	Flood Search Fee		
Net (481.76)	901	Interest		
Net (208.66)	1001	Hazard insurance deposited with lender		
Net (739.68)	1004	County property taxes deposited with lender		
			277,691.90	277,691.90
<b>Argent MTG. Company</b>				
69,740.12	205	Funds from 2nd MTG.		
			69,740.12	347,432.02
<b>Diane Linda Jones</b>				
2,820.74	303	Buyer		
			2,820.74	350,252.76

**Disbursements - 17897627**

<b>CAP Title, LLC</b>				
690.00	1101	Settlement or closing fee		
65.00	1102	Abstract or title search		
200.00	1104	Title insurance binder		
1,210.00	1108	Underwriting Premium		
100.00	1111	Courier Wire Fee		
110.00	1112	Release Trust (per/trust)		
100.00	1113	Lien Release		
-181.50	1108	Underwriting Premium		
PRINT	CHECK-0		2,293.50	347,959.26
<b>Capital One Bank</b>				
603.61	506	Capital One Bank		
28467 / 01-24-2006	CHECK-0		603.61	347,355.65
<b>Capital One Bank'</b>				
1,161.77	505	Payoff second mortgage loan		
28468 / 01-24-2006	CHECK-0		1,161.77	346,193.88
<b>Chase Home Finance, LLC</b>				
163,382.17	504	Payoff first mortgage loan		
PRINT	CHECK-0		163,382.17	182,811.71
<b>Chicago Title Insurance Company</b>				
181.50	1108	Underwriting Premium		
PRINT	CHECK-0		181.50	182,630.21
<b>Clerk of the Court</b>				
80.00	1201	Recording fees		
1,750.00	1204	State Transfer Tax		
PRINT	CHECK-0		1,830.00	180,800.21
<b>Express Abstracts</b>				
145.00	1102	Abstract or title search		
PRINT	CHECK-0		145.00	180,655.21
<b>Melvin J. Proctor, Jr. &amp; Nadine M. McKenzie-Proctor</b>				
4,490.62	507			
28469 / 01-24-2006	CHECK-0		4,490.62	176,164.59
<b>Melvin J. Proctor, Jr. and Nadine M. McKenzie-Proctor</b>				



17.0 PC WITELAP-23  
 7A. 104. UIC  
 February 14, 2006  
 12:09:08

**Trust Accounting Report**  
 File Number 200601-60  
 JONES - PROCTOR 8604 SAPIENZA DRIV

UnderWriter: Chicago Title Insurance Company

Buyer Name: Diane Linda Jones

Seller Name: Melvin J. Proctor, Jr.

	Required	Debit	Credit	Balance
<b>Disbursements - 17897627</b>				
28470 / 01-24-2006	164,372.59	603 Seller CHECK-0	164,372.59	11,792.00
Metropolitan Money Store				
	2,800.00	801 Loan origination fee		
	1,000.00	806 Finder's Fee	3,800.00	7,992.00
28471 / 01-24-2006		CHECK-0		
Prince George's County				
	4,900.00	1202 City/County tax/stamps		
	1,540.00	1203 State tax/stamps	6,440.00	1,552.00
PRINT		CHECK-0		
Ron Bozeman				
	300.00	803 Appraisal fee	300.00	1,252.00
PRINT		CHECK-0		
STATE FARM				
	1,252.00	903 Hazard insurance premium	1,252.00	0.00
PRINT		CHECK-1		

**Trust Accounting Report**  
File Number 200601-141  
JONES-PROCTOR 8604 SAPIENZA

UnderWriter: Chicago Title Insurance Company

Buyer Name: Diane Linda Jones

Seller Name:

Receipts	Required	Debit	Credit	Balance
Argent Mortgage Company, LLC				
70,000.00	202	Principal amount of new loans		
Net (184.88)	901	Interest		
			69,815.12	69,815.12

**Disbursements - 17897627**

CAP TITLE - MD				
69,740.12	104	Funds to 1st MTG.		
28463 / 01-24-2006		CHECK-0	69,740.12	75.00
CAP Title, LLC				
35.00	1108	Underwriting Premium		
-5.25	1108	Underwriting Premium		
28464 / 01-24-2006		CHECK-0	29.75	45.25
Chicago Title Insurance Company				
5.25	1108	Underwriting Premium		
28465 / 01-24-2006		CHECK-0	5.25	40.00
Clerk of the Court				
40.00	1201	Recording fees		
28466 / 01-24-2006		CHECK-0	40.00	0.00

CAP TITLE LLC  
MD/DC ESCROW ACCOUNT  
401 N. WASHINGTON ST., STE. 500  
ROCKVILLE, MD 20850  
301-838-0500

CITIBANK F.S.B.  
7-216520

January 24, 2006

PAY TO THE ORDER OF Melvin J. Proctor, Jr. and Nadine M. McKenzie-Proctor

\$ 164,372.59

One Hundred Sixty Four Thousand Three Hundred Seventy Two and 59/100

DOLLARS

Melvin J. Proctor, Jr. and Nadine M. McKenzie-Proctor  
8604 Sapienza Drive

MEMO: Fort Washington, Maryland 20744  
File 200601-60 - 28470

⑈028470⑈ ⑆052002888⑆

REDACTED

CAP TITLE LLC

Seller: Melvin J. Proctor, Jr. and Nadine M. McKenzie-Proctor

Buyer: Diane Linda Jones

8604 Sapienza Drive, Fort Washington, Maryland 20744

Parcel ID:

603 Seller \$164372.59

28470

CAP TITLE LLC

28470

January 24, 2006

One Hundred Sixty Four Thousand Three Hundred Seventy Two and 59/100

164,372.59

Melvin J. Proctor, Jr. and Nadine M. McKenzie-Proctor

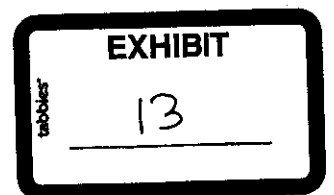
File 200601-60 - 28470

McBEE TO RECORDS 1 800 682-2331

MULTICOM

0201652010201

020723119218



Parcel ID No.: 2120954  
Title Insurer: REGIONAL TITLE & ESCROW  
9701 APOLLO DRIVE # 297, Upper Marlboro, MD 20774

*Copy of True Copy*

Purchase Money  
**DEED OF TRUST**

MIN 100488910108707380  
THIS DEED OF TRUST is made this 30th day of November, 2006  
among the Grantor LETECIA NICHOLLS

(herein "Borrower"),  
**Patrick J. Flanagan**  
(herein "Trustee"), and the Beneficiary,  
Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. New Century Mortgage Corporation

("Lender") is organized and existing under the laws of California  
and has an address of 18400 Von Karman, Suite 1000, Irvine, CA 92612

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Prince Georges, State of Maryland:  
See Legal Description Attached Hereto and Made a Part Hereof  
This Deed of Trust is Second and Subordinate to an Existing First Trust Deed Loan Now of Record.

which has the address of 816 AVANTI PLACE [Street]  
LANDOVER [City], Maryland 20785- [Zip Code]  
(herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Deed of Trust; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and take any action required of Lender including, but not limited to, releasing or canceling this Deed of Trust.

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated November 30, 2006 and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. \$ 54,400.00 with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 12/01/2036; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

1010870738

MARYLAND - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT WITH MERS

78N(MD) (0802)01

VMP Mortgage Solutions, Inc.

Form 3821  
Amended 2/99

**EXHIBIT**  
14



2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust encumbrance if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

1010870738

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

17. **Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceedings the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall mail or cause Trustee to mail a written notice of sale to Borrower in the manner prescribed by applicable law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender, or Lender's designee, may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, Trustee's fees of Five percent ( 5.00 %) of the gross sale price, reasonable attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in

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Initials: 

paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Deed of Trust, Lender or Trustee shall release this Deed of Trust without charge to Borrower and mark the Note "paid" and return the Note to Borrower. Borrower shall pay all costs of recordation, if any.

21. Substitute Trustee. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the city or county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

**REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

*Leticia Nicholls* (Seal) \_\_\_\_\_ (Seal)  
LETECIA NICHOLLS -Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

[Sign Original Only]

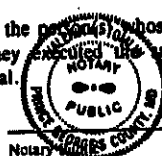
STATE OF MARYLAND,

I Hereby Certify, That on this 30 day of Nov. 2009, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Prince George's, personally appeared Leticia Nicholls before Prince George's County of Prince George's.

known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge that he/she/they executed the same for the purposes and contents contained therein.

AS WITNESS: my hand and notarial seal.

My Commission Expires:



[Signature]  
Notary Public  
Prince George's County  
State of Maryland  
My Commission Expires  
May 12, 2010

1010870738

STATE OF

County ss: *Prince George*

I Hereby Certify, That on this *30* day of *NOV.* *2006* before me, the subscriber, a Notary Public of the State of *MD* and for the County of *Prince George*, personally appeared *Lekeia Nicholls*

the agent of the party secured by the foregoing Deed of Trust, and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth and that the actual sum of money advanced at the closing transaction by the secured party was paid over and disbursed by the party or parties secured by the Deed of Trust to the Borrower or to the person responsible for disbursement of funds in the closing transaction or their respective agent at a time not later than the execution and delivery by the Borrower of this Deed of Trust; and also made oath that he is the agent of the party or parties secured and is duly authorized to make this affidavit.

AS WITNESS: my hand and notarial seal.

My Commission Expires:



Valeria N. Tomlin  
NOTARY PUBLIC  
Prince George's County  
State of Maryland  
My Commission Expires

*Valeria N. Tomlin*  
Notary Public

This is to certify that the within instrument was prepared

**New Century Mortgage Corporation**

*[Signature]*

Being known and designated as Lot numbered twenty-three (23) in Block A-A in the subdivision known as "Plat Two (2), Section Four (4), Willow Hills", as per plat thereof recorded among the Land Records of Prince George's County, Maryland in Plat Book NLP 98 at Plat 83.

24 Month Chain of Title: Geneva Fullard to Delores Johnson and Ronnell Wallace dated November 5, 2002 recorded December 2, 2002 in Liber 16557 and Folio 588; From Delores Johnson and Ronnell Wallace to Delores Wallace and Ronnell Wallace dated February 28, 2006 recorded March 13, 2006 in Liber 24576 and Folio 241

MIN: 100488910108707380

# PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 30th day of November, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to New Century Mortgage Corporation

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

816 AVANTI PLACE, LANDOVER, MD 20785-

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

(the "Declaration"). The Property is a part of a planned unit development known as **WILLOW HILLS**

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

MULTISTATE PUD RIDER - Single Family/Second Mortgage  
Page 1 of 3

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3/88

Initials *AS*

207R (041 1)

VMP Mortgage Solutions, Inc. (800)5 21-72 91

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.

Letecia Nicholls (Seal) \_\_\_\_\_ (Seal)  
LETECIA NICHOLLS -Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

1010070730



VERIFY COMPLETE LIST OF SECURITY FEATURES LISTED ON BACK OF CHECK

Patent #5,606,874

**CHEVY CHASE BANK**

CHEVY CHASE BANK  
BETHESDA, MARYLAND

7501 WISCONSIN AVENUE  
BETHESDA, MARYLAND 20814

778-08A

No. 100043668

65-7129  
250

TouchSafe®

**CASHIER'S CHECK**

DECEMBER 1, 2006

Pay

Dollars \$ 2,847.07

TWO THOUSAND SIX HUNDRED FORTY-SEVEN AND 77/100

Non Negotiable for amounts over \$3,000

To The  
Order Of:

REGIONAL TITLE & ESCROW

RE: LETECIA NICHOLS

AUTHORIZED SIGNATURE

Void After 90 Days

⑈ 100043668 ⑆ ⑆ 25507198 ⑆

• REDACTED

THE ORIGINAL DOCUMENT HAS A REFLECTIVE CHEVY CHASE BANK WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW.

66-1811

EXHIBIT

15

tabbles



# Wire Transfer Confirmation

Other Information | Help

Template ID: REGIFED1	Template Type: US Dollar Non-Repetitive
Payment Method: FEDO	Beneficiary Type: Customer
Credit Amount: 10,880.00	Credit Currency: USD
Release Date: 12/01/2006	Effective Date: 12/01/2006

## Wire Party Information

Sender	
Acct Number:	<i>Redacted</i> Currency: United States dollar
Acct Name:	REGIONAL TITLE AND ESCROW LLC
Bank Short Name:	MNTBANK
Beneficiary	
Name:	Metropolitan Money Store Corp. Address:
Acct Number:	<i>Redacted</i> Currency: United States dollar
Beneficiary Bank	
ID:	255071981 ID Type: Fed ABA
Name:	CHEVY CHASE SAVINGS BANK, FSB Address: LAUREL, MD
Correspondent Bank	
ID:	ID Type:
Name:	Address:
Acct Number:	
Intermediary Bank	
ID:	ID Type:
Name:	Address:
Acct Number:	

Other Information
By Order Of Information:
Additional Information File 06-1811
Bank to Bank Information:

**Confirm**

**Modify**

**Cancel**

EXHIBIT  
16



# Wire Transfer Confirmation

Other Information | Help

Template ID: REGIFED1	Template Type: US Dollar Non-Repetitive
Payment Method: FEDO	Beneficiary Type: Customer
Credit Amount: 48,403.23	Credit Currency: USD
Release Date: 11/30/2006	Effective Date: 11/30/2006

## Wire Party Information

Sender			
Acct Number:	<i>Redacted</i>	Currency:	United States dollar
Acct Name:	REGIONAL TITLE AND ESCROW LLC		
Bank Short Name:	MNTBANK		
Beneficiary			
Name:	Fordham & Fordham Investment Group	Address:	
Acct Number:	1064308503	Currency:	United States dollar
Beneficiary Bank			
ID:	<i>Redacted</i>	ID Type:	Fed ABA
Name:	CHEVY CHASE SAVINGS BANK, FSB	Address:	LAUREL, MD
Correspondent Bank			
ID:		ID Type:	
Name:		Address:	
Acct Number:			
Intermediary Bank			
ID:		ID Type:	
Name:		Address:	
Acct Number:			

Other Information	
By Order Of Information:	
Additional Information	
File 06-1811 Nicholls	
Bank to Bank Information:	

**Confirm**

**Modify**

**Cancel**

Small Business Home

Search the Web  Search

# YAHOO! SMALL BUSINESS

Email

Welcome,  
nwright@rtetitle.com  
[Sign Out, My Account]

Mail Home - Help

Mail | Addresses | Calendar | Notepad | Mail Options - Manage My Services

Check Mail | Compose | Search Mail | Search the Web

### Mail Accounts

rtetitle.com  
yahoo.com

### Folders [Add - Edit]

Inbox  
Draft  
Sent  
Bulk [Empty]  
Trash [Empty]

### Search Shortcuts

My Photos  
My Attachments

Previous | Next | Back to Messages

Delete | Reply | Forward | Spam | Move...

This message is not flagged. [ Flag Message - Mark as Unread ] Printable View

**Subject:** RE: Nicholls

**Date:** Thu, 30 Nov 2006 11:16:31 -0800

**From:** "Jill Hess" <JHess@ncen.com>  Add to Address Book  Add Mobile Alert

**To:** "naomi wright" <nwright@rtetitle.com>

Huds look good. Please make sure the pkg's are back in my office by Monday 12/4. I have a 1/2 day tomorrow, and I'm off on Monday, so that's why I'm giving you the heads up now :)

Thanks!

-----Original Message-----

**From:** naomi wright [mailto:nwright@rtetitle.com]  
**Sent:** Thursday, November 30, 2006 2:07 PM  
**To:** Jill Hess  
**Subject:** Nicholls

I just faxed the HUD's over for approval

Delete | Reply | Forward | Spam | Move...

Previous | Next | Back to Messages

Save Message Text | Full Headers

Check Mail | Compose | Search Mail | Search the Web

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NOTICE: We collect personal information on this site.  
To learn more about how we use your information, see our Privacy Policy



MORTGAGE BROKER AGREEMENT

We are pleased that you applied to Money Tree Funding (Herein referred to as "We" and "Us" to assist you in obtaining a mortgage loan on your property. This agreement sets forth the terms and explains the conditions under which we will be processing your loan application.

BORROWER(S): x Dina Simon

PROPERTY ADDRESS: x 4500 Hiwassee Dr

ESTIMATED DESCRIPTION AMOUNT: \$ \_\_\_\_\_ TERM: \_\_\_\_\_  
OF MORTGAGE DESIRED:

TYPE: ( ) REFINANCE ( ) PURCHASE ( ) CONSTRUCTION ( ) OTHER  
The initial interest rate of \_\_\_\_\_ % shall be: ( ) Fixed for the term of the loan ( ) Variable rate:

THIS MORTGAGE BROKER AGREEMENT IS NOT TO BE CONSIDERED AS A LOAN APPROVAL, COMMITMENT, OR LOCK OF INTEREST RATE. THIS AGREEMENT MAY NOT BE ASSIGNED OR TRANSFERRED.

FEE: We will act as a broker in obtaining your loan. A fee of 1-6% of the gross amount of the loan, \$850 processing fee, and \$350 admin fee will be due and payable to us. The aforesaid mortgage broker fee does not include any sum to be paid directly to the mortgage broker by any investor funding your loan. Any such fees will not exceed 8.0% of the gross amount of the loan obtained. All fees will be paid at the closing of the mortgage loan. If during the term of this agreement we procure for your mortgage loan fulfilling the above description or under other terms acceptable to you and you closing such a mortgage loan with a lender we identify to you, you then agree to pay us the fee when you close that loan. In the event you subsequently rescind your loan pursuant to any applicable law, you will be entitled to a refund of any fees paid by you to us. Any investor making the mortgage loan and/or its settlement agent or attorney is hereby irrevocable authorized to deduct the aforementioned fee for the mortgage loan proceeds at closing and disbursed the same directly to us without further instruction or set-off of any type. In the event we are required to utilize the services on any attorney to enforce the provisions of this agreement, whether or not suit is actually filed, we shall be entitled to reimbursement of reasonable attorney fees and cost incurred in connection therewith.

All of the aforesaid mortgage loan terms concerning interest rates, points and fees are subject to change prior to settlement. Unless otherwise agreed in writing, said mortgage loan terms will be locked-in at the time of settlement.  
Initials: Borrower(s): \_\_\_\_\_ Lender: \_\_\_\_\_

LOAN APPROVAL: This agreement is expressly contingent upon you being approved in accordance with the underwriting guidelines of the investor funding the loan.

PROCESSING FEE: \$ \_\_\_\_\_. The time from receipt of the initial loan application package to closing normally requires three to six weeks. However, many of the necessary elements (i.e. appraisal, credit report, verifications, title examination, etc.) are not within our control. In addition, problems may arise from the information obtained (i.e. negative credit, low appraisal value or property defects, unreleased liens on the property, etc.) that required unexpected effort and time to resolve. Therefore, we cannot guarantee that your credit application will be processed, approved and closed within the term of the agreement. Closing of the loan will be subject to receipt of certain items at least 5 days prior to settlement, to include, but not limited to, (a) an acceptable title insurance binder and survey; (b) original hazard insurance policy acceptable to the investor funding your loan plus a one year paid receipt; (c) an acceptable wood infestation report no more than 60 days old, (d) original well and septic report, and survey. This agreement is valid for 180 days from the date of execution.

EXPENSES: With the execution of the Agreement, you agree to pay us a non-refundable fee of \$ \_\_\_\_\_ for expenses associated with an appraisal and mortgage credit report. These fees are separate and distinct from any and all fees due in the event a mortgage loan is procured.

AUTHORIZATION: permission is hereby granted to obtain a credit report and other credit information and to supply the information contained therein to any potential investor.

DISCLOSURE: You hereby acknowledge receipt of a copy of the HUD Guide to Settlement Costs booklet.

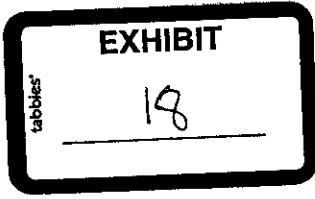
THIS AGREEMENT represents the entire agreement between the parties hereto and no waiver or modifications, or any other additions to the hereto shall be deemed effective unless evidenced by a written instrument signed by all parties hereto. It is further agreed that this agreement shall be construed as creating no more than a contractual agreement between the parties hereto and not any type of agency relationship, fiduciary responsibility or other trust relationship or responsibility. We do not represent all of the lenders in the market and the lenders that we do represent may not offer the lowest interest rates or best terms available to you. You are free to seek a member of a credit union you should compare our interest rates and terms with the mortgage loans available through your credit union.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

LOAN OFFICER: \_\_\_\_\_ BORROWER: x Dina Simon

DATE: x 5-22-06 CO-BORROWER: \_\_\_\_\_

RECEIVED: \$ \_\_\_\_\_ CHECK NUMBER: \_\_\_\_\_



METROPOLITAN MONEY STORE, CORP.  
9320 Annapolis Road, Suite #100 1<sup>st</sup> floor  
Lanham, Maryland 20706  
Phone: 301-918-1730  
Fax: 301-918-4044

MARYLAND FINANCING AGREEMENT  
(First Lien Loans)

Applicant(s): x Dena Simon  
Property Address: x 4500 Hwassee Dr Clustm, MD 20735  
Loan Amount: \$ \_\_\_\_\_ Loan Program: \_\_\_\_\_

Metropolitan Money Store, Corp. appreciates your selection of our company to assist you with your home financing needs. We ask that you review and acknowledge receipt of this agreement which contain important information relating to the interest rate and discount points which will be associated with your mortgage loan. Market conditions allowing the processing of your loan should not exceed 60 days. Indicated below are two options for determining your interest rate and other lock-in-terms. Please initial the option selected.

Today market rated for a \_\_\_\_\_ month fixed/adjustable rate loan (with a \_\_\_\_\_ year balloons) is

Interest Rate: \_\_\_\_\_ %  
Discount Points: \_\_\_\_\_ % Buyer \_\_\_\_\_ 0 % seller  
Origination Points: \_\_\_\_\_ % Buyer \_\_\_\_\_ 0 % seller

\*If your loan has an adjustable rate, please refer to your Adjustable Rate Disclosure for information about your Index, Margin, and Caps.

Lock-in-Terms

\_\_\_\_\_ Option 1 Market Rate Float: If checked the above rate terms are not guaranteed. The actual Rate and points what will be charges and your loan will be based upon market conditions. At this time you "lock-in" your loan. Information about points and rates which changes maybe obtained by contacting your loan office. "Locking" your loan is your responsibility and Metropolitan Money Store is not responsible for changes in the interest rate and points on loan that has not been "locked in". UNDER THIS OPTION THE INTEREST RATE AND POINTS ON YOUR LOAN ARE SUBJECT TO CHANGE AT ANYTIME DUE TO TIME SUE TO MARKET CONDITIONS.

\_\_\_\_\_ Option 2 Lock-In: If checked, the above interest rate, and points are guaranteed until \_\_\_\_\_, subject only to your qualification for the application-for-loan. In the event your loan does not find by this expiration date, this interest rate and points will no longer be in effect and your loan will FLOAT until it is "re-locked" at the current latest rate and points. At no time, however your loan may be "re-locked" at an interest rate and points less than those stated above.

APPLICANT'S INITIAL FOR OPTION 1: \_\_\_\_\_  
APPLICANT'S INITIAL FOR OPTION 2: \_\_\_\_\_

Except as expressly noted above with respect to a "lock-in" interest rate and points, all of the terms of this financing agreement are subject to change. THIS IS NOT A COMMITMENT TO MAKE A LOAN NOR IS IT A FINAL BINDING AGREEMENT YOU WILL BE NOTIFIED AT A LATER DATE WHENEVER YOUR LOAN IS APPROVED, AND IN ACCODANCE WITH MARYLAND LAW YOU WILL BE PROVIDED WITH A FINANCING COMMITMENT DISCLOSING THE FINAL TERMS OF YOUR LOAN AT LEST 72 HOURS PRIOR TO THE FUNDING OF YOUR LOAN. The financing agreement will terminate upon Issuance of a Financing Commitment or sixty days from the date of this agreement, whichever occurs first.

METROPOLITAN MONEY STORE, CORP.

By: \_\_\_\_\_

Title: \_\_\_\_\_

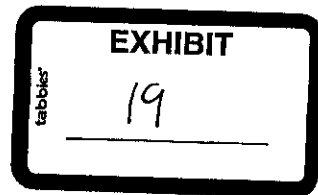
Date: \_\_\_\_\_

BORROWER(S)

Borrower: Dena Simon

Co-Borrower: \_\_\_\_\_

Date: x



LENDER: METROPOLITAN MONEY STORE, CORP.

PROPERTY ADDRESS: \* 4506 Hwassee Dr

BORROWER(S): \* Clinton, MD 20735  
\* Dina Simon

LOAN AMOUNT: \$

DATE: \* 8/22/07

### BORROWER'S CERTIFICATION AND AUTHORIZATION

#### CERTIFICATION

The undersigned certify the following:

1. I/ We have applied for a mortgage loan from METROPOLITAN MONEY STORE, CORP. In applying for the loan, I/we complete a loan application containing various information on the purpose of the loan. The amount and source of the down payment, employment and income information, and assets and liabilities. I/We certify that all of the information is true and complete. I/We made no misrepresentation in the loan application or other documents, nor did I/we omit any pertinent information.
2. I/We understand and agree that METROPOLITAN MONEY STORE, CORP. reserves the right to change the mortgage loan review process to a full documentation program. This may include verifying the information provided on the application with the employer and/or financial institution.
3. I/We fully understand that it is a federal crime punishable by fine or imprisonment, or both to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, and Section 1014.

#### AUTHORIZATION TO RELEASE INFORMATION

1. I/We have applied for a mortgage from METROPOLITAN MONEY STORE, CORP. As part of the application process, METROPOLITAN MONEY STORE, CORP. may verify information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.
2. I/We authorize you to provide METROPOLITAN MONEY STORE, COPR. and to any investor to whom METROPOLITAN MONEY STORE, CORP., may sell my mortgage, any and all information and documentation that they request. Such information includes, but is not limited to, employment history and income; bank, money market, and similar account balance; credit history; and copies of income tax returns.
3. METROPOLITAN MONEY STORE, CORP. or any other investor that purchases that mortgage may address this authorization to any party named in the loan application.
4. A copy of this authorization may be accepted as an original.
5. Your prompt reply to METROPOLITAN MONEY STORE, CORP. or the investor that purchased the mortgage is appreciated.

Redacted

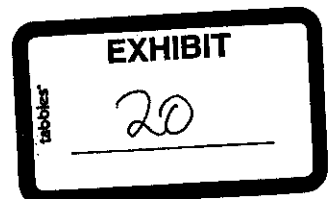
Social Security Number

Borrower

\* Dina Simon

Social Security Number

Borrower



# METROPOLITAN MONEY STORE CORP

## DISCLOSURE OF REQUIRED SETTLEMENT SERVICES PROVIDERS

As a lender, we will require you as borrower to use the following providers of settlement services.

We have relationship with each of these providers of settlement services. Unless we specify otherwise our primary relationship with each provider is based on our regular provider's services during the past several months. The estimate of fees shown as the Good Faith Estimate of closing costs based on the charges of these designated providers.

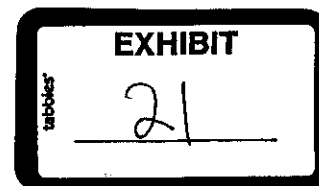
Identify (1) Service Provided and (2) Name, Address and Telephone Number of Provider

- 1.) Appraiser (803): We will require a particular appraiser for a list that we (our investor) have prepared. You will be notified of the specific appraiser chosen.
- 2.) **Credit Reporting Company (104):** Equifax 12301 Prosperity Drive #300  
Silver Springs, Maryland 20904  
301-680-2214
- 3.) **Tax Services Provider (809):** N/A
- 4.) **Private Mortgage Insurance (904):** N/A
- 5.) **Flood Insurance Certifications:** State Farm Insurance Company  
9418 Annapolis Road #204  
Lanham, Maryland 20706  
1-800-845-9940
- 6.) **Lender's Attorney (1107):** N/A
- 7.) **Title Insurance (1108):** Cap Title LLC  
401 North Washington Street  
Rockville, Maryland 20850  
301-838-0500
- 8.) **Other:**
- 9.) **Other:**

The undersigned mortgage loan applicant (s) hereby acknowledge (s) receipt of the Disclosure of Required Settlement Services Providers, which is part of the Good Faith Estimate of Closing Costs.

Dated 5-22, 2006

Applicant x Dea Simon  
Applicant \_\_\_\_\_





⑈ 51355004⑈ ⑈ 25507198 ⑈ 251000508 ⑈

THE ORIGINAL ENDORSEMENT MUST BE REPRODUCED EXACTLY AS SHOWN ON THE BACK. HOLD AT AN ANGLE TO VIEW.

CHIEV CHASE BANK  
1000 PERSONNEL AVENUE  
MORRISTOWN, NJ 07960  
TEL: 973-881-1000  
WWW.CHIEVCHASE.COM

LAHART BRANCH  
1000 PERSONNEL AVENUE  
MORRISTOWN, NJ 07960  
TEL: 973-881-1000  
WWW.CHIEVCHASE.COM

NO. 51355004  
25507198  
251000508

CASHIER'S CHECK

*William J. Blawie*  
1007188

CHIEV CHASE BANK  
1000 PERSONNEL AVENUE  
MORRISTOWN, NJ 07960  
TEL: 973-881-1000  
WWW.CHIEVCHASE.COM

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[Main Menu](#) > [Balance and Information Reporting](#) >[Help](#)**INCOMING WIRE TRANSFERS***Cash Manager*

Here is the information on your Incoming Wire:	
<b>Date Received</b>	07/24/06
<b>Date Posted</b>	07/24/06
<b>Time (ET)</b>	13:40:06
<b>Account</b>	
<b>Beneficiary</b>	CAP TITLE, LLC
<b>Amount</b>	391,811.36
<b>Sending Bank</b>	NYLTD FUNDS CONTROL - NY
<b>Originator</b>	DB TRUST COMPANY AMERICAS - TSS
<b>Global Reference #</b>	F336205000EC01
<b>Other Reference Number #</b>	20060724B1Q8383C00475220060724B1B7STFC000236
<b>Additional Information</b>	1008761262, ORDER :200806-356, CL ARK, JAMIE A

Note: Time is in 24-hour format.

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### INCOMING WIRE TRANSFERS

*Cash Manager*

Here is the information on your Incoming Wire:	
Date Received	07/24/06
Date Posted	07/24/06
Time (ET)	13:40:06
Account	
Beneficiary	CAP TITLE, LLC
Amount	97,306.00
Sending Bank	NYLTD FUNDS CONTROL - NY
Originator	DB TRUST COMPANY AMERICAS - TSS
Global Reference #	F338206000ED01
Other Reference Number #	20060724B1Q8383C00475420060724B1B7STFC000237
Additional Information	1008773936, ORDER :200605-356D, C LARK, JAMIE A

Note: Time is in 24-hour format.

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### DOMESTIC WIRE (USA DESTINATION)

[Help](#)

*Cash Manager*

**WIRE:** From Account: **New MD-DC** Currency: **US Dollars**  
**Status:** **Processed** - Confirmation Number is **2070001562**.  
Wire Fee: **\$12.50**

<b>Beneficiary</b> Metropolitan Money Store Corp.	<b>Bank</b> Name: <b>Suntrust Bank</b> ABA: <b>056002707</b> Address: <b>Lenham</b> <b>Lenham</b> <b>Maryland</b>
Beneficiary's Account number:	<b>REDACTED</b>
Amount: <b>\$17,811.00</b> Date of transfer(s): <b>July 28, 2008</b>	<b>Special Instructions:</b> Metropolitan Money Store Corp. Cap Title Simon 200805-358

Model Name: Metropolitan Money Store Corp.



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### DOMESTIC WIRE (USA DESTINATION)

[Help](#)

*Cash Manager*

**WIRE:** From Account: New MD-DC Currency: US Dollars  
**Status:** Processed - Confirmation Number is 2070001682.  
Wire Fee: \$12.50

<b>Beneficiary</b> Metropolitan Money Store	<b>Bank</b> Name: Suntrust Bank ABA: 056002707 Address: Lanham Lanham Maryland
Beneficiary's Account number: Amount: \$1,600.00 Date of transfer(s): July 26, 2006	<b>REDACTED</b> <b>Special Instructions:</b> Metropolitan Money Store Cap Title Clerk 200606-366d

Model Name: Metropolitan Money Store



STATUTORY NOTICE AND ACKNOWLEDGEMENT

Property: 4506 Hiwassee Drive  
Clinton, Maryland 20735

Mortgagee Policy: \$380,400.00  
Premium: \$907.00

Owners Policy: \$488,000.00  
Premium: \$1,034.80

Lender to be insured: New Century Mortgage Corporation

Name of Title Insurance Company: Chicago Title Insurance Company

TO THE BUYER (MORTGAGOR):

Notice is hereby given that in connection with a loan to be secured by a mortgage on the above property, your mortgage lender (mortgagee) is requiring issuance by Chicago Title Insurance Company of a mortgagee title insurance policy as described above, which policy will provide protection ONLY to the mortgagee.

In accordance with Section 486-1 of Article 48(A) of the Annotated Code of Maryland as amended, you are hereby notified of your right and opportunity to obtain simultaneously with said mortgagee title insurance policy an owner's title insurance policy designed to insure you as to the status of your title.

Such owner's policy will be issued in the amount of the total purchase price for the additional premium, as shown above. The owner's policy will be subject only to the contingencies and conditions contained in the binder, title report and policy.

You have the right to review a sample of the form of policy in which said exceptions and exclusions will appear. The owner's policy will not be effective until its issuance after the requirements contained in the commitment issued to the mortgagee have been met and payment made of the additional premium set forth above.

The above statute requires you to acknowledge that this Notice was given to you and to state whether you desire or do not desire owner's title insurance.

Please sign the statement below and return this form to Chicago Title Insurance Company

I/we hereby acknowledge receipt of the Notice, prior to the disbursement of any funds, and I/we do hereby make the following election with regard to an owner's title insurance policy, namely:

- (  ) I/we do desire to purchase an owner's policy.
- (  ) I/we do not desire to purchase an owner's policy.

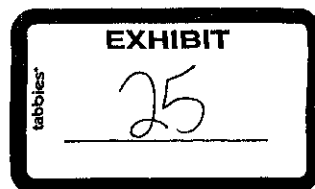
Date: Settlement Payment Date

Jamie Clark  
Jaime A. Clark Borrower

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower



**Trust Accounting Report**  
 File Number 200605-356  
 CLARK- SIMON 4506 HIWASSEE DRIVE

UnderWriter: Chicago Title Insurance Company

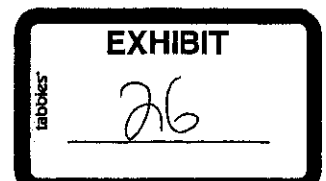
Buyer Name: Jaime A. Clark

Seller Name: Dina A. Simon

Receipts	Required	Debit	Credit	Balance
Jaime A. Clark				
5,777.11 303 Buyer	5,777.11	6,024.28		6,024.28
<hr/>				
NCEN				
95,232.80 205 Funds from 2nd Mortgage		95,232.80		101,256.86
<hr/>				
New Century Mortgage Corporation				
390,400.00 202 Principal amount of new loans				
Net (300.00) 805 Document Preparation Fee				
Net (11.20) 806 Flood Certification Fee				
Net (150.00) 807 Processing Fee				
Net (78.00) 808 Tax Service Fee				
Net (300.00) 809 Underwriting Fee				
NetPlus 3,904.00 813 Yield Premium paid by Lender				
Net (725.20) 901 Interest				
Net (445.28) 1001 Hazard Insurance deposited with lender				
Net (631.82) 1004 County property taxes deposited with lender				
Net (-148.84) 1008 Aggregate Adjustment				
		391,811.36		493,068.22

**Disbursements - 17897627**

CAP Title, LLC				
395.00 1101 Settlement or closing fee				
50.00 1102 Abstract or title search				
295.00 1103 Title examination				
295.00 1104 Title insurance binder				
100.00 1107 Attorney's fee				
1,941.80 1108 Underwriting Premium				
100.00 1111 Courier/Wire Fee				
125.00 1112 Release Trust (per/trust)				
-291.27 1108 Underwriting Premium				
37591 / 07-24-2006 CHECK-0			3,010.53	490,057.89
<hr/>				
Chicago Title Insurance Company				
291.27 1108 Underwriting Premium				
37592 / 07-24-2006 CHECK-0			291.27	489,766.42
<hr/>				
Clerk of the Court				
80.00 1201 Recording fees				
2,440.00 1204 State Transfer Tax				
37593 / 07-24-2006 CHECK-0			2,520.00	487,246.42
<hr/>				
Dina A. Simon				
60,418.96 603 Seller				
WIRE CHECK-0			60,418.96	426,827.46
<hr/>				
Express Abstracts				
145.00 1102 Abstract or title search				
37594 / 07-24-2006 CHECK-0			145.00	426,682.46
<hr/>				
hold				
3,566.68 507 hold				
Hold CHECK-0			3,566.68	423,115.78
<hr/>				
Jaime A. Clark				



# Trust Accounting Report

File Number 200805-356  
CLARK- SIMON 4508 HIWASSEE DRIVE

UnderWriter: Chicago Title Insurance Company

Buyer Name: Jalme A. Clark

Seller Name: Dina A. Simon

Disbursements - 17897627		Required	Debit	Credit	Balance
	247.15				
37595 / 07-24-2008					
Metropolitan Money Store					
	1,895.00		810 Broker Processing Fee		
	100.00		811 Appraisal Fee		
	11,712.00		812 Brokers Fee		
	3,904.00		813 Yield Premium paid by Lender		
Wire					
				17,811.00	405,257.63
Popular Mortgage					
	392,602.61		504 Payoff first mortgage loan		
37596 / 07-24-2008				392,602.61	12,655.02
Prince George's County					
	6,832.00		1202 City/County tax/stamps		
	2,147.20		1203 State tax/stamps		
37597 / 07-24-2008				8,979.20	3,676.82
Prince George's County					
	1,894.82		904 1st half Property Taxes		
37598 / 07-24-2008				1,894.82	1,781.00
STATE FARM					
	1,781.00		903 Hazard insurance premium		
37599 / 07-24-2008				1,781.00	0.00

Alex-7/31



**REGIONAL TITLE AND ESCROW**  
**9701 Apollo Drive**  
**Largo, MD 20774**  
**Telephone: 301-341-0135 Fax: 301-341-0139**

December 1, 2006

Nationstar Mortgage LLC  
350 Highland Drive  
Lewisville TX 75067

Re: Buyer: Letecia Nicholls  
Sellers: Delores Wallace and Ronnell Wallace  
Property: 816 Avanti Place, Hyattsville, MD 20785  
Our File #: 06-1811VT

To Whom It May Concern:

Enclosed is a check representing the net proceeds from the sale of the referenced property.

Please feel free to contact us with any questions you may have or if we can be of any further assistance to you.

Sincerely,

REGIONAL TITLE AND ESCROW

  
nwright

EXHIBIT

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**CAP Title, LLC**

TELEPHONE 301-838-8500  
FACSIMILE 301-838-9186

401 N. Washington Street Suite  
Rockville, Maryland 20850

January 31, 2006

ATTN: PAYOFF DEPT.

Account Number: 527391  
Borrowers Names: Melvin J. Proctor, Jr. and Nadine M. McKenzie-Proctor  
Property Address: 8604 Sapienza Drive  
Fort Washington, Maryland 20744  
Forwarding Address: 8604 Sapienza Drive, Fort Washington, Maryland, 20744  
Our Case Number: 200601-60

Enclosed please find our payoff check that should be credited to the above referenced account.

In accordance with Maryland State statute a borrower is to be provided with proof of release of their existing mortgage within thirty days of the payoff. We therefore request that you forward the original note, marked paid in full, and/or other release documents immediately to this office in order that compliance with the statute may be met.

Please cancel Homeowners insurance policy and refund all excess escrow funds directly to the borrower at the forwarding address above.

Please refer to our case number with any and all correspondence. Thank you for your assistance in this matter.

Sincerely,

Will Ballesteros



## LAW OFFICES

*Friedman & MacFadyen, P.A.*

ALVIN E. FRIEDMAN  
 KENNETH J. MACFADYEN  
 MARK H. FRIEDMAN  
 MICHAEL T. CAMPBELL  
 DANIEL D. MENCHILL  
 JAMES J. LOFTUS  
 STEPHEN B. WOOD  
 NICOLE ROSE  
 KATHRYN D. CLAYCOOK  
 DAVID B. KENTZ  
 \*ADMITTED TO PRACTICE IN MD & D.C.  
 \*\*ADMITTED TO PRACTICE IN VA

TOTMAN BUILDING—SUITE 600  
 710 EAST REDWOOD STREET  
 BALTIMORE, MARYLAND 21202-3399  
 (410) 685-1725  
 FAX (410) 727-1799

PLEASE REPLY TO BALTIMORE \_\_\_\_\_  
 PLEASE REPLY TO VIRGINIA \_\_\_\_\_

SAMUEL S. LEVIN  
 (1977-1979)

D. C. OFFICE  
 3501 WISCONSIN AVENUE N.W.  
 SUITE 750  
 WASHINGTON, D. C. 20015

VIRGINIA OFFICE  
 1601 ROLLING HILLS DRIVE  
 SUEBY BUILDING, SUITE 125  
 RICHMOND, VIRGINIA 23229  
 (804) 286-0081  
 FAX (804) 286-0012

January 12, 2006

Mr. Melvin J. Proctor Jr.  
 Ms. Nadube MaJebzue-Proctor  
 8604 Sapianza Drive  
 Foxt Washington MD 20744

RE: Our File No.: S27391  
 Loan No.: 1947357230

Dear Mr. and Ms. Proctor:

Pursuant to your request, the amount needed to payoff the above referenced loan good through March 1, 2006 is as follows:

Payments	\$142,841.21
Escrow Advances	\$4,415.72
Interest	\$14,730.50
Mrtg Insurance Premium	\$82.16
Unapplied Balance Credit	-\$1,741.67
Current BKR/FCL fees collected	-\$1,197.95
Facsimile Fee	\$5.00
Pd FCL Attny Bills	\$2,712.20
Pd Bkr Attny Bills	\$1,565.00
<b>Total Amount Due</b>	<b>\$163,382.17</b>

ALL FUNDS MUST BE IN THE FORM OF CASH, MONEY ORDERS OR CERTIFIED FUNDS. WE CANNOT ACCEPT PERSONAL CHECKS, CREDIT UNION, ATTORNEY CHECKS OR ESCROW CHECKS. PLEASE MAKE YOUR CHECK PAYABLE TO CHASE HOME FINANCE, LLC AND FORWARD THE CHECK TO FRIEDMAN & MACFADYEN, P.A. FUNDS MUST BE RECEIVED IN OUR OFFICE PRIOR TO 12:00 P.M. ON FEBRUARY 28, 2006. WE RECOMMEND, TO INSURE THAT YOUR PAYOFF ARRIVES BEFORE 12:00 ON FEBRUARY 28, 2006, THAT YOU CONSIDER SUBMISSION OF YOUR PAYOFF FUNDS BY EITHER FEDERAL EXPRESS, EXPRESS MAIL OR A METHOD THAT INSURES DELIVERY OF YOUR FUNDS ON TIME.

The Payoff figures quoted above are subject to final verification by the Noteholder. The Noteholder reserves the right to demand additional funds, before or subsequent to the release of the Noteholder's security interest in the property securing the loan, to correct any error or omission in these figures made in good faith, whether mathematical, clerical, typographical or otherwise. The Payoff figure is also subject to change to reflect any transactions that may occur on or subsequent to the date of this payoff statement.

If you should have any questions, please do not hesitate to contact the office.

Very truly yours

FRIEDMAN & MacFADYEN, P.A.

Alvin E. Friedman

AF:zrh

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE