

ORIGINAL

FILED

IN THE UNITED STATES COURT OF FEDERAL CLAIMS

JUN 9 2016

Receipt Number: CFC100002135

U.S. COURT OF
FEDERAL CLAIMS

Bruce J Soloway
In Pro Per
7533 Lund Rd SW
Fife Lake, MI 49633

16-682 L

Case No: _____

Plaintiff in Pro Per

V

Illegal Taking and Illegal Extraction
5th Amendment violation
14th Amendment violation

UNITED STATES
DEPARTMENT OF TREASURY
FEDERAL HOUSING FINANCE AGENCY office of the inspector general
FEDERAL HOME LOAN MORTGAGE CORPORATION

Plaintiff Bruce Soloway, (Plaintiff) in Pro Per alleges for his complaint with knowledge as to his own acts and status and events taking place in his presence, and upon information and belief as to all other matters as follows:

VERIFIED COMPLAINT

1. Plaintiff brings this action under the Tucker Act of 1887 and codified at 28 U.S.C. §1491 (a)(1).
2. The Plaintiff also brings this action under the Fifth Amendment to the United States Constitution, which provides in pertinent part that no person shall “be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation”.
3. The Fourteenth Amendment to the United States Constitution states, in pertinent part, “nor shall any state deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.”

4. Plaintiff is seeking compensation for the taking of his property, which had resulted in an unjust enrichment to the United States. Plaintiff is seeking to recover the Defendants illicit gains. Plaintiff Bruce Soloway brings this suit with the understanding that the laws of this nation are to be followed and are not mere suggestions, and seeking equal protection under the law.

JURISDICTION

5. This Court has jurisdiction over this action and venue is proper in this court, pursuant to 28 U.S.C. §1491(a)(1) because this suit asserts claims against the U.S. and is founded upon the Fifth Amendment and the Fourteenth Amendment to the United States Constitution. Plaintiff is the Fee Simple owner of the property, holder of warranty deed and land patent and Plaintiff is invoking this Court's Jurisdiction.
6. Federal Home Loan Mortgage Corporation has the power to sue and be sued, complain and defend, in any State, Federal, or other court; 12 USC §1452 (C) (7)

PARTIES

7. Plaintiff Bruce Soloway is a Citizen of the United States, who is a free person and is not indentured to the Defendant. Plaintiff resides at the premises know as 7533 Lund Rd. SW Fife Lake Michigan 49633. Plaintiff was born in Detroit Michigan in 1956.
8. The Defendant United States includes the Federal Housing Finance Agency (hereafter FHFA), and the secretary and director thereof, the respectively, and agents acting at their direction. FHFA was created through legislation; Public Law 110-289 Sec. 1101 and Codified as 12 USC§ 4511 and §4512. FHFA is a federal agency that was created by the Housing and Economic Recovery Act of 2008 ("HERA"). FHFA supervises and regulates Fannie Mae and Freddie Mac. At present and pursuant to authority granted under HERA,

FHFA also holds Fannie Mae and Freddie Mac in conservatorships. FHFA had a duty to oversee Fannie and Freddie for the betterment of the companies.

9. The Defendant United States also includes the Department of Treasury (Treasury), and the secretary thereof. HERA provided temporary authority to purchase “obligations and other securities” of the Companies 12 USC §1455 (1) (1) (A) and §1719 (g) (1) (A). who is the recipient of every dollar of profit that Fannie Mae and Freddie Mac earns, on behalf of the taxpayers, to be used as a benefit to taxpayers for their investment in those firms. Thru amendments, the third, dated August 17, 2012, which is a Full Income Sweep of All Future Fannie Mae and Freddie Mac Earnings to Benefit Taxpayers for Their Investment. This is in agreement between the Treasury and the FHFA *Exhibit A*– to send ALL the NET PROFITS from Freddie Mac and Fannie Mae to the United States Treasury to reduce the national deficit.
10. Defendant United States also includes Federal Home Loan Mortgage Corporation (Freddie Mac) is a GSA now under conservatorship by FHFA.

CONSTITUTIONAL PROVISIONS

11. Plaintiff’s takings claim is governed by the Fifth Amendment to the United States Constitution, which provides in pertinent part that no person shall “be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation”.
12. The Plaintiff also brings this action under the Fourteenth Amendment, that states “nor shall any state deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.”

COUNT I

13. This is an action that Plaintiff brings for relief due to an unlawful Governmental taking of Plaintiff's real property by way of Defendant Freddie Mac having foreclosed at Sheriff's sale on March 19, 2015 without notice as required by MCL 600.3204 *Exhibit B* and without due process, as required by MCL 600.3204.
14. On or about August 17, 2012, the Federal Housing Finance Agency (FHFA), the so-called conservator of Freddie Mac, and the Department of the Treasury, thru an amendment to the Senior Preferred Stock Purchase Agreements agreed between themselves to strip all profits from the company and to sweep those profits to the Treasury every quarter, payable in Cash, continued in perpetuity. *Therefore*, by Freddie Mac's taking of Plaintiff's property, and the resulting unjust enrichment was done on behalf of the United States. This is in direct violation of the Fifth Amendment to the United States Constitution, which prohibits the taking of private property for public use without just compensation.
15. Plaintiff's signature is the only signature appearing on his security instrument, the Note. The note is private property of Plaintiff Bruce Soloway.

COUNT II

16. The Sheriff's sale of the Plaintiffs property to Freddie Mac constituted a violation of the 14th amendment Due process of law and equal protection under the law.
17. Defendant Freddie Mac did not state a claim in Federal Bankruptcy Court Western Michigan District. Nor did Freddie Mac state a claim in Plaintiff's civil Quiet Title suit in Michigan State Court.

18. Defendant Freddie Mac would have been barred by laches and by estoppel. Defendant had no right to prosecute foreclosure against Plaintiff, specifically by being barred under res judicata.
19. On December 24, 2007 Plaintiff re-financed the real property commonly known as 7533 Lund Rd., SW Fife Lake, Michigan 49633 with Fannie Mae, through its broker Huntington National Bank for \$165,000. **Exhibit C** The Settlement statement, line #808 shows the Automated Underwriting Fee paid to Fannie Mae the amount of \$21.00 USD, paid from Borrower's funds at Settlement.
20. On or about August 2, 2011, Plaintiff received a notice that listed Freddie Mac (DC) #493206922 on the top of the page under the "RE" (regarding) section.
21. Plaintiff filed Chapter 7 Bankruptcy in August of 2011. On February 2nd, 2012, Plaintiff received a discharge from the Bankruptcy court and the Trustee, Kelly M. Hagan abandoned the assets to the Plaintiff without distribution. **Exhibit D.**
22. The Plaintiff holds title to the property in the form of Warranty Deed, **Exhibit E** and Land Patent, **Exhibit F**. Plaintiff is the owner Fee Simple. Plaintiff has remained in continual Possession of the property.
23. Under the UCC revised Title 9 section 203(g). The mortgage follows the note as an operation of law.
24. Carpenter v. Longan, 83 US 271 (1872) Supreme Court ruling that the Mortgage must follow the Note.
25. Michigan law 600.3204 **Exhibit B**

26. The Mortgage was assigned to Huntington National Bank of Columbus Ohio on September 1, 2011 ***Exhibit G***
27. All transcripts and claims in bankruptcy court and 46th Circuit Michigan State Court shows that Huntington National Bank was the owner of both the note and mortgage.
28. Federal Home Loan Mortgage Corporation did not hold the Mortgage.
29. That Federal Home Loan Mortgage corporation did not record a Security Instrument in the name of Federal Home Loan Mortgage Corporation at the Register of Deeds, Kalkaska County Michigan.
30. Without the Security Instrument being duly recorded in the county in which the premises are located, Federal Home Loan Mortgage Corporation's debt Instrument was unsecured.
31. Federal Home Loan Mortgage Corporation has never demonstrated to any court that it is a party of interest.
32. Plaintiff's closing documents including, but not limited to the settlement statement show Fannie Mae as the entity that the indebtedness was owed.
33. Plaintiff paid a sum processing fee to Fannie Mae for the refinancing of alleged loan.
34. Federal Home Loan Mortgage Corporation foreclosed upon Plaintiff on March 19, 2015.

Exhibit H.

35. Federal Home Loan Mortgage Corporation could not foreclose at sheriff sale because they did not own the mortgage, and as such has no authority to invoke any jurisdiction anywhere in the land.
36. The Plaintiff had no choice other than to redeem the property from Freddie Mac on November 9, 2015 in the amount of \$118,851.02, ***Exhibit I*** to preserve Plaintiff's rights and then bring this matter before this Honorable Court.

37. Huntington National Bank owned the note and the mortgage and was the originator.

Exhibit J spec. pg. 3, line 23 thru pg. 4, line 17.

Undisputable – entered into a Court Record of a federal court proceeding.

38. Federal Home Loan Mortgage corporation could not foreclose at Sheriffs sale because the foreclosure was not prosecuted in the name of Federal Home Loan Mortgage Corporation.

39. The Defendant had no foundation in law to pursue Plaintiff and or his property by law.

40. Plaintiff brought a Quiet Title Action against the Defendant Freddie Mac, under MCL 600.2932 (2) “No action may be maintained under subsection (1) by mortgagee, his assigns, or representative for the recovery of the mortgaged premises, until the title to the mortgaged premises has become absolute.”

41. Plaintiff alleges for his complaint with knowledge as to his own acts and status and events taking place in his presence, and upon information and belief as to all other matters, as set forth below.

42. Plaintiff claims that Defendant Freddie Mac took real property from the Plaintiff on 3/19/2015. Defendant had no foundation in law to prosecute a foreclosure.

CONCLUSION

43. Defendant Freddie Mac participated in a scheme with and through its agents to extract funds from the Plaintiff Through wrongful and improper conduct while aiding and abetting fraud by its agents, or was being used as a tool to manipulate the court system to take property from the Plaintiff. However, Plaintiff is not bringing a Tort Claim against the Defendants for what its agents have done.

44. Plaintiff has provided this Honorable Court with clear and convincing evidence that the Plaintiff's property had been taken, based on facts that are not capable of dispute

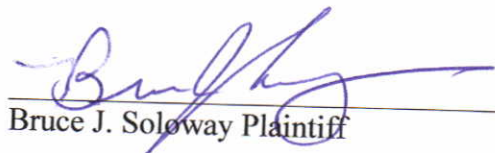
45. Defendant Freddie Mac, by and through their agents, acted against Plaintiff in a manner consistent with a shakedown. (BLACKS' LAW 10th ed. 2. An all-but-frivolous civil lawsuit or threat of litigation intended to coerce a settlement from a defendant who has done no wrong).

RELIEF REQUESTED

46. Wherefore, the Plaintiff request that this honorable court grant the following relief for the actions of the Defendant Federal Home Loan Mortgage Corporation AND FEDERAL HOUSING FINANCE AGENCY acting in concert with the Department of the Treasury:
47. That FREDDIE MAC failed to exercise their rights in bankruptcy court by filing a claim and also by failing to record an interest in the title with the register of deeds in accordance with the Constitution of the State of Michigan (1835), and not being a party to the original contract PER the closing statement, is barred from making any claim on the property. Freddie Mac lacked any foundation and lacked standing as stated in the above claim.
48. That the court award to the Plaintiff, reimbursement for funds extracted, \$118,851.02 plus payments of \$1033.85 per month from November, 2015 - \$8,270.80 to date, plus \$1033.85 per month thru the conclusion of this matter. The unlawful taking of the real property, including any payments made to Federal Home Loan Mortgage Corporation that have been mistakenly paid since 2007, the sum of \$57,400.00 plus court cost and attorney fees \$27,500.00 and out of pocket burden of \$56,675.00 = \$260,575.00.
49. That the Plaintiff Bruce J. Soloway, holds the value of the Constitutional violations at \$2 Million Dollars per violations, the sum of \$4 Million US. Dollars.

50. That the function of Government is not to grant rights, but to protect the unalienable, God-given Rights of Life, Liberty, Property, and the pursuit of happiness, and that the laws of this nation are not merely suggestions and must be strictly adhered to by not only flesh and blood persons but corporate persons and especially Governmental entities.

51. That the Plaintiff asks this honorable court for any other relief the court deems appropriate.


Bruce J. Soloway Plaintiff

Date 6/9/16

EXHIBIT

A

<https://www.treasury.gov/press-center/press-releases/Pages/tg1684.aspx>

Treasury Department Announces Further Steps to Expedite Wind Down of Fannie Mae and Freddie Mac

8/17/2012

Modifications to Preferred Stock Purchase Agreements Will Make Sure That Every Dollar of Earnings Fannie Mae and Freddie Mac Generate Will Benefit Taxpayers

Announcement Will Support the Continued Flow of Mortgage Credit during a Responsible Transition to a Reformed Housing Finance Market

WASHINGTON -- The U.S. Department of the Treasury today announced a set of modifications to the Preferred Stock Purchase Agreements (PSPAs) between the Treasury Department and the Federal Housing Finance Agency (FHFA) as conservator of Fannie Mae and Freddie Mac (the Government Sponsored Enterprises or GSEs) that will help expedite the wind down of Fannie Mae and Freddie Mac, make sure that every dollar of earnings each firm generates is used to benefit taxpayers, and support the continued flow of mortgage credit during a responsible transition to a reformed housing finance market.

"With today's announcement, we are taking the next step toward responsibly winding down Fannie Mae and Freddie Mac, while continuing to support the necessary process of repair and recovery in the housing market," said Michael Stegman, Counselor to the Secretary of the Treasury for Housing Finance Policy. "As we continue to work toward bi-partisan housing finance reform, we are committed to putting in place measures right now that support continued access to mortgage credit for American families, promote a responsible transition, and protect taxpayer interests."

The modifications to the PSPAs announced today are consistent with FHFA's strategic plan for the conservatorship of Fannie Mae and Freddie Mac that it released in February 2012. The modifications include the following key components:

Accelerated Wind Down of the Retained Mortgage Investment Portfolios at Fannie Mae and Freddie Mac

The agreements require an accelerated reduction of Fannie Mae and Freddie Mac's investment portfolios. Those portfolios will now be wound down at an annual rate of 15 percent -- an increase from the 10 percent annual reduction required in the previous agreements. As a result of this change, the GSEs' investment portfolios must be

reduced to the \$250 billion target set in the previous agreements four years earlier than previously scheduled.

Annual Taxpayer Protection Plan

To support a thoughtfully managed wind down, the agreements require that on an annual basis, each GSE will – under the direction of their conservator, the Federal Housing Finance Agency – submit a plan to Treasury on its actions to reduce taxpayer exposure to mortgage credit risk for both its guarantee book of business and retained investment portfolio.

Full Income Sweep of All Future Fannie Mae and Freddie Mac Earnings to Benefit Taxpayers for Their Investment

The agreements will replace the 10 percent dividend payments made to Treasury on its preferred stock investments in Fannie Mae and Freddie Mac with a quarterly sweep of every dollar of profit that each firm earns going forward.

This will help achieve several important objectives, including:

- Making sure that every dollar of earnings that Fannie Mae and Freddie Mac generate will be used to benefit taxpayers for their investment in those firms.
- Ending the circular practice of the Treasury advancing funds to the GSEs simply to pay dividends back to Treasury.
- Acting upon the commitment made in the Administration's 2011 White Paper that the GSEs will be wound down and will not be allowed to retain profits, rebuild capital, and return to the market in their prior form.
- Supporting the continued flow of mortgage credit by providing borrowers, market participants, and taxpayers with additional confidence in the ability of the GSEs to meet their commitments while operating under conservatorship.
- Providing greater market certainty regarding the financial strength of the GSEs.

For a copy of the modification agreements for the PSPAs, please visit, [link](#) and [link](#).

###

EXHIBIT

B

REVISED JUDICATURE ACT OF 1961 (EXCERPT) Act 236 of 1961

600.3204 Foreclosure by advertisement; circumstances; installments as separate and independent mortgage; redemption; chain of title. Sec. 3204. (1) A party may foreclose a mortgage by advertisement if all of the following circumstances exist: (a) A default in a condition of the mortgage has occurred, by which the power to sell became operative. (b) An action or proceeding has not been instituted, at law, to recover the debt secured by the mortgage or any part of the mortgage or, if an action or proceeding has been instituted, either the action or proceeding has been discontinued or an execution on a judgment rendered in the action or proceeding has been returned unsatisfied, in whole or in part. (c) The mortgage containing the power of sale has been properly recorded. (d) The party foreclosing the mortgage is either the owner of the indebtedness or of an interest in the indebtedness secured by the mortgage or the servicing agent of the mortgage. (2) If a mortgage is given to secure the payment of money by installments, each of the installments mentioned in the mortgage after the first shall be treated as a separate and independent mortgage. The mortgage for each of the installments may be foreclosed in the same manner and with the same effect as if a separate mortgage were given for each subsequent installment. A redemption of a sale by the mortgagor has the same effect as if the sale for the installment had been made upon an independent prior mortgage. (3) If the party foreclosing a mortgage by advertisement is not the original mortgagee, a record chain of title must exist before the date of sale under section 3216 evidencing the assignment of the mortgage to the party foreclosing the mortgage. History: 1961, Act 236, Eff. Jan. 1, 1963;—Am. 1994, Act 397, Imd. Eff. Dec. 29, 1994;—Am. 2004, Act 186, Imd. Eff. July 1, 2004;—Am. 2009, Act 29, Eff. July 5, 2009;—Am. 2011, Act 72, Imd. Eff. July 1, 2011;—Am. 2011, Act 301, Imd. Eff. Dec. 22, 2011; —Am. 2012, Act 521, Imd. Eff. Dec. 28, 2012;—Am. 2013, Act 103, Imd. Eff. July 3, 2013;—Am. 2014, Act 125, Eff. June 19, 2014.

Compiler's note: Enacting section 1 of Act 301 of 2011 provides: "Enacting section 1. Sections 3204(4), 3205, and 3212 of the revised judicature act of 1961, 1961 PA 236, MCL 600.3204, 600.3205, and 600.3212, as amended by this amendatory act, and section 3278 of the revised judicature act of 1961, 1961 PA 236, as added by this amendatory act, apply to foreclosure proceedings in which the first notice under section 3205a of the revised judicature act of 1961, 1961 PA 236, MCL 600.3205a, is mailed to the mortgagor on or after February 1, 2012."

Rendered Thursday, June 2, 2016 Page 1 Michigan Compiled Laws Complete Through PA 141 of 2016 —
Legislative Council, State of Michigan Courtesy of www.legislature.mi.gov

EXHIBIT

C

DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

SETTLEMENT STATEMENT

B. TYPE OF LOAN:

1 ☐ FHA 2 ☐ FmHA 3 ☒ CONV. UNINS. 4 ☐ VA 5 ☐ CONV. INS.

6. FILE NUMBER:

200702159

7. LOAN NUMBER:

0060166063

8. MORTGAGE INS CASE NUMBER:

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. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

1.0 3/98 (200702159 PFD/200702159/1)

D. NAME AND ADDRESS OF BORROWER:

Bruce J. Soloway
7533 Lund Road, SW
Fife Lake, MI 49633

E. NAME AND ADDRESS OF SELLER:

F. NAME AND ADDRESS OF LENDER:

Huntington National Bank
415 Munson Avenue
Traverse City, MI 49686

G. PROPERTY LOCATION:

7533 Lund Road, SW
Fife Lake, MI 49633
Kalkaska County, Michigan

H. SETTLEMENT AGENT:

HBI Title Services, Inc.

38-3281910

I. SETTLEMENT DATE:

December 24, 2007

Disburse: 12/31/07

PLACE OF SETTLEMENT

415 Munson Avenue
Traverse City, MI 49686

J. SUMMARY OF BORROWER'S TRANSACTION

100. GROSS AMOUNT DUE FROM BORROWER:

101. Contract Sales Price	
102. Personal Property	
103. Settlement Charges to Borrower (Line 1400)	3,023.47
104. Mortgage Payoff to Huntington	143,852.82
105.	

Adjustments For Items Paid By Seller in advance

106. City/Town Taxes	to	
107. County Taxes	to	
108. Assessments	to	
109.		
110.		
111.		
112.		

120. GROSS AMOUNT DUE FROM BORROWER 146,876.29

200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:

201. Deposit or earnest money	
202. Principal Amount of New Loan(s)	165,000.00
203. Existing loan(s) taken subject to	
204. Deposit to Lender	350.00
205.	
206.	
207.	
208.	
209.	

Adjustments For Items Unpaid By Seller

210. City/Town Taxes	to	
211. County Taxes	to	
212. Assessments	to	
213.		
214.		
215.		
216.		
217.		
218.		
219.		

220. TOTAL PAID BY/FOR BORROWER 165,350.00

300. CASH AT SETTLEMENT FROM/TO BORROWER:

301. Gross Amount Due From Borrower (Line 120)	146,876.29
302. Less Amount Paid By/For Borrower (Line 220)	(165,350.00)
303. CASH (FROM) (X TO) BORROWER	18,473.71

K. SUMMARY OF SELLER'S TRANSACTION

400. GROSS AMOUNT DUE TO SELLER:

401. Contract Sales Price	
402. Personal Property	
403.	
404.	
405.	

Adjustments For Items Paid By Seller in advance

406. City/Town Taxes	to	
407. County Taxes	to	
408. Assessments	to	
409.		
410.		
411.		
412.		

420. GROSS AMOUNT DUE TO SELLER

500. REDUCTIONS IN AMOUNT DUE TO SELLER:

501. Excess Deposit (See Instructions)	
502. Settlement Charges to Seller (Line 1400)	
503. Existing loan(s) taken subject to	
504. Payoff of first Mortgage	
505. Payoff of second Mortgage	
506.	
507.	
508.	
509.	

Adjustments For Items Unpaid By Seller

510. City/Town Taxes	to	
511. County Taxes	to	
512. Assessments	to	
513.		
514.		
515.		
516.		
517.		
518.		
519.		

520. TOTAL REDUCTION AMOUNT DUE SELLER

600. CASH AT SETTLEMENT TO/FROM SELLER:

601. Gross Amount Due To Seller (Line 420)	
602. Less Reductions Due Seller (Line 520)	
603. CASH (TO) (FROM) SELLER	0.00

The undersigned hereby acknowledge receipt of a completed copy of pages 1&2 of this statement & any attachments referred to herein. 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 OR BY ME IN THIS TRANSACTION. I FURTHER CERTIFY THAT I HAVE RECEIVED A COPY OF THE HUD-1 SETTLEMENT STATEMENT.

Borrower

Bruce J. Soloway

Seller

EXHIBIT C

TO THE BEST OF MY KNOWLEDGE, THE HUD-1 SETTLEMENT STATEMENT WHICH I HAVE PREPARED IS A TRUE AND ACCURATE ACCOUNT OF THE FUNDS WHICH WERE RECEIVED AND HAVE BEEN OR WILL BE DISBURSED BY THE UNDERSIGNED AS PART OF THE SETTLEMENT OF THIS TRANSACTION.

HBI Title Services, Inc.
Settlement Agent

WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE AND IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 & SECTION 1010.

L. SETTLEMENT CHARGES				PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price \$ @ %					
<i>Division of Commission (line 700) as Follows:</i>					
701. \$	to				
702. \$	to				
703. Commission Paid at Settlement					
704.	to				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801. Loan Origination Fee	% to				
802. Loan Discount	% to				
803. Appraisal Fee	to	Huntington National Bank		375.00	
804. Credit Report	to	CBC		12.20	
805. Application Fee	to	Huntington National Bank		300.00	
806. Processing Fee	to	Huntington National Bank		160.00	
807. Tax Service Fee	to	First American Real Estate Tax Service		35.00	
808. Automated Underwriting Fee	to	Fannie Mae		21.00	
809. Assignment Fee	to	MERS		5.50	
810. Flood Certification Fee	to	First American Flood Data Services		8.10	
811. Insurance Service Fee	to	SWBC		26.00	
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901. Interest From 12/31/07 to 01/01/08	@ \$	28.253400/day (1 days %)		28.25	
902. Mortgage Insurance Premium for	months to				
903. Hazard Insurance Premium for	years to				
904.					
905.					
1000. RESERVES DEPOSITED WITH LENDER					
1001. Hazard Insurance	11.000 months @ \$	126.57 per month		1,392.27	
1002. Mortgage Insurance	months @ \$	per month			
1003. City/Town Taxes	8.000 months @ \$	105.79 per month		846.32	
1004. County Taxes	3.000 months @ \$	126.66 per month		379.98	
1005. Assessments	months @ \$	per month			
1006.	months @ \$	per month			
1007.	months @ \$	per month			
1008. Aggregate Adjustment	months @ \$	per month		-1,266.40	
1100. TITLE CHARGES					
1101. Settlement or Closing Fee	to	HBI Title Services, Inc.		190.00	
1102. Abstract or Title Search	to				
1103. Title Examination	to				
1104. Title Insurance Binder	to				
1105. Document Preparation	to				
1106. Notary Fees	to				
1107. Attorney's Fees	to				
<i>(includes above item numbers:)</i>					
1108. Title Insurance	to	HBI Title Insurance		431.25	
<i>(includes above item numbers: 1109)</i>					
1109. Lender's Coverage	\$	165,000.00			
1110. Owner's Coverage	\$				
1111. Courier Fees	to	HBI Title Services, Inc.		20.00	
1112.					
1113.					
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201. Recording Fees: Deed \$	Mortgage \$	59.00	Releases \$	59.00	
1202. City/County Tax/Stamp: County Transfer Tax	Mortgage				
1203. State Tax/Stamp: State Transfer Tax	Mortgage				
1204.					
1205.					
1300. ADDITIONAL SETTLEMENT CHARGES					
1301. Survey	to				
1302. Pest Inspection	to				
1303.					
1304.					
1305.					
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)				3,023.47	

By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 of this two page statement.

HBI Title Services, Inc.
Settlement Agent

2

EXHIBIT C

EXHIBIT

D

Form B18 (Official Form 18)(07/08)

United States Bankruptcy Court
Western District of Michigan
One Division Ave., N.
Room 200
Grand Rapids, MI 49503

IN RE: Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

Bruce Jonathon Soloway
7533 Lund Rd., S.W.
Fife Lake, MI 49633
SSN: xxx-xx-2771
Lori Ann Bloink
7533 Lund Rd., S.W.
Fife Lake, MI 49633
SSN: xxx-xx-0406

Debtor(s)

Case Number 11-08537-jrh

Chapter 7

Honorable Jeffrey R. Hughes

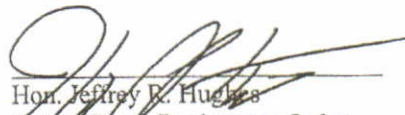
DISCHARGE OF DEBTOR

It appearing that the debtor is entitled to a discharge, **IT IS ORDERED:**

The debtor is granted a discharge under section 727 of title 11, United States Code, (the Bankruptcy Code).

Dated: February 1, 2012

BY THE COURT


Hon. Jeffrey R. Hughes
United States Bankruptcy Judge

SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION.

² Aliases for Joint Debtor Lori Ann Bloink : aka Lori Ann Soloway, dba Rolling Meadows Ranch, LLC

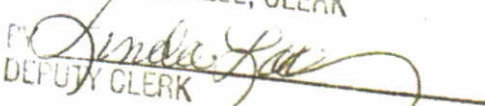
FILED
JAN 11 2012
DAVID L. LAVILLE, CLERK

DEPUTY CLERK

EXHIBIT D

B6D (Official Form 6D) (12/07)

IN RE Soloway, Bruce Jonathon & Bloink, Lori Ann

Case No. _____

Debtor(s)

(If known)

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is the creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim Without Deducting Value of Collateral" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion, if Any" on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE AND ACCOUNT NUMBER <i>(See Instructions Above.)</i>	CODEBTOR HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO. 203006016 Huntington Mortgage Group PO Box 1558 Dept. EAW25 Columbus, OH 43216	J	12/24/2007 - mortgage 7533 Lund Rd., S.W., Fife Lake, Michigan VALUE \$ 141,250.00				158,249.00	16,999.00
ACCOUNT NO. MERS 1818 Library St., Suite 300 Reston, VA 20190		Assignee or other notification for: Huntington Mortgage Group VALUE \$					
ACCOUNT NO.		 VALUE \$					
ACCOUNT NO.		 VALUE \$					
ACCOUNT NO.		 VALUE \$					
Subtotal (Total of this page)						\$ 158,249.00	\$ 16,999.00
Total (Use only on last page)						\$ 158,249.00	\$ 16,999.00

0 continuation sheets attached

(Report also on
Summary of
Schedules)

(If applicable, report
also on Statistical
Summary of Certain
Liabilities and Related
Data)

2.

EXHIBIT D

EXHIBIT

E

EXHIBIT

E

(agat)



3039816
Page: 1 of 1
6/12/2002 03:57P
LD
9.00

Equalization Dept.

012-030-007-00

WARRANTY DEED

Form 561 6-75

C.L. 1948, 565.151 M.S.A. 26.571

AFFIDAVIT FILED

KNOW ALL MEN BY THESE PRESENTS: That Kenneth H. Conklin^{*} and Carol N. Conklin, his wife, whose address is 7533 Lund Road Southwest, Fife Lake, MI 49633
* By Carol M. Conklin Attorney in fact
Convey and Warrant to Bruce J. Soloway and Lori A. Bloink, husband and wife, as tenants by the entirety, whose address is 4121 South Green Avenue, Fremont, MI 49412

the following described premises situated in the Township of Springfield, County of Kalkaska and State of Michigan, to-wit:

The North 1/4 of the East 1/4 of the Northwest 1/4 of Section 30, Town 25 North, Range 8 West.

This property may be located within the vicinity of farmland or farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

for the full consideration of

AFFIX REVENUE STAMPS AFTER RECORDING
REAL ESTATE TRANSFER TAX VALUATION AFFIDAVIT FILED

subject to restrictions, reservations, rights of way, easements and encumbrances of record, if any. Also subject to a right of way vested in Top O' Michigan Rural Electric recorded in Liber 156, Page 776. Oil, gas and mineral rights, except those rights severed by previous owners, are included in this conveyance.

Dated this 11th day of July, 2002

Office of County Treasurer, Kalkaska, MI
I hereby certify that there are no tax liens or other claims held by the State or any municipality against the above description and all taxes on same are paid for 3 years previous to the date of this instrument or reports by the records of my office. This does not include taxes in the process of collection.
[Signature]
Kalkaska County Treasurer

Signed and Sealed:

[Signature]
Kenneth H. Conklin
By Carol M. Conklin Attorney in fact
[Signature]
Carol N. Conklin
AKA Carol M Conklin

STATE OF MICHIGAN

COUNTY OF Grand Traverse

SS.

The foregoing instrument was acknowledged before me this 11th day of July, 2002 by Kenneth H. Conklin^{*} and Carol N. Conklin, his wife. AKA Carol M Conklin *By Carol M. Conklin Attorney in fact

My Commission Expires:

4-21-01

[Signature]
Notary Public, Grand Traverse County, Michigan
Holly L. MIDDAGH

Drafted by: John Michael Senger

Address: PO Box 1033, Traverse City, MI 49685-1033

Tax Parcel Number:

After recording return to:

Bruce J. Soloway
4121 South Green Avenue
Fremont, Michigan 49412

40-012 030-007-00

Send subsequent tax bills to:

Bruce J. Soloway
4121 South Green Avenue
Fremont, Michigan 49412

20206084

EXHIBIT

F

DECLARATION OF LAND PATENT

Patent or Grant No. 1273

KNOW ALL MEN BY THESE PRESENTS, that Joann DeGratt, does certify and declare the I bring up this Land Patent in my name. The following described REAL ESTATE so sought to be PATENTED or PATENTED now, is legally described and referenced under PATENT/GRANT NO. 1273, Listed as such description: Land Situated in the Township of Springfield County of Kalkaska, State of Michigan. The North 1/2 of the East 1/2 of the Northwest 1/4 of Section 30, Town 25 North, Range 8 West.

And it is the only way a perfect, paramount, and allodia (fee simple) title can be had in my name.

Dated this 30th day of June A.D. 2010


STATE OF MICHIGAN

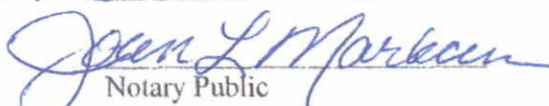
SS

COUNTY OF Kalkaska
DO HEREBY

I, Joan L. Markcum
A Notary Public, and for said county
Kalkaska and state aforesaid
CERTIFY that

Bruce J. Soloway
Personally known to me to be the
same person(s) whose name(s) has
subscribed to the foregoing
instrument.

Given under My hand and Official Seal, this 30th day of June A.D. 2010


Notary Public

Bruce J. Soloway
Prepared by:

Joan L. Markcum
Notary Public, State of Michigan
County of Kalkaska
My Commission Expires 09/20/2016
Acting in County Of: Kalkaska



By sovereign right I, Bruce J. Soloway, hereinafter referred to as Claimant(s), who being the Owner(s) of Record of the property originally described in Volume _____ Document Number, _____ Page _____ recorded with the Register of Deeds, of Kalkaska County, Republic, and who is the lawful holder of the duly recorded, declared, and published FEDERAL LAND PATENT, # 1273 recorded in Volume _____, Document _____ Page _____ with associated case law and support documentation, in order to preserve, protect, and maintain the pre-eminent and antecedent possessor, allodia, and paramount ownership in said land and property in perpetuity or until such property is voluntarily deeded to an assignee of choice, hereby and herewith declares, claims affirms, and applies this FEDERAL LAND PATENT POSSESSORY LIEN CLAIM, hereinafter referred to as FLPPLC.

"Possessor Lien": A Lien is possessor where the creditor (claimant) has the right to hold possession of the specific property until satisfaction of the debt or performance of an obligation." Black's Law Dictionary, 6th Edition.

In so applying this lawful lien to the above referenced property the Claimant(s) are assured, by recording, that this lien is duly published for the public record, and that all the attributes of the FEDERAL LAND PATENT are re-affirmed and lawfully enforceable, in addition to the protection afforded by TREATY LAW, wherein the FEDERAL LAND PATENT was originally granted and secured in perpetuity by the government of the UNITED STATES OF AMERICA.

This FLPPLC is executed in favor of the Claimant(s) for the total amount expended for the cost of said land, for the buildings and appurtenances, for the property contained therein, for the subsequent improvements, for the maintenance, for the repairs, for the routine upkeep, and for the required lawful fees/dues and amounts paid by the Claimant(s) on said land and property up to and including 7/12/62 the original date of ownership, and thereafter to the present time of recording this FLPPLC, in the total amount of \$ 175,000. This does not preclude the addition of further amounts that, hereinafter, may be added by the Claimant(s) as an addendum to this lien for any current or future expenditure.

This FLPPLC obtains its legal force and effect at Law an under the Common Law, which is dischargeable only by the above named Claimant, or, optionally, by a Common Law Jury in a court of Common Law and according to the rules of Common Law. It is not otherwise dischargeable for (100) years, and cannot be extinguished due to the death of the Claimant, of the Claimant's heirs, assigns, or the executors. This FLPPLC secures a legal and lawfully justifiable defense in litigation, in addition to those protection(s) provided by the FEDERAL LAND PATENT under TREATY LAW of the United States Constitution. Claimant(s) shall be justified in relying upon this lien in any proceeding, and in such manner deemed necessary, for any litigative cause that he/she may pursue. (At Law...pertains to or is governed by the rules of law, as opposed to the rules of equity...operation of law," Black's Law Dictionary 6th Ed.)

MEMORANDUM OF LAW

This FLPPLC is an action in which the value in controversy exceeds twenty (20) dollars (Money of Account) ref: 7th Amendment to the Bill of Rights. The controversy is not confined to the question of title of Property, but to the Claimant's Common Law Claim for the cost, improvements, repairs and maintenance of the herein described property, wherein the Claimant

demands that any controversy that may arise, be determined at Law in Common Law and according to the rules of United States Constitution Article IV Section II, should claim arise from a diversity of Citizenship:

"The Citizen's of each state shall be entitled to all Privileges and immunities of Citizens in the several states."

This claim, through FLPPPLC, is an action at Substantive Common Law, not in equity, and is for the cost, improvements, repairs and maintenance of the herein described property up to ~~\$175,000~~ Substantive common law is distinguished from mere "common law Procedure".

Lawyers and judges are misinformed to think, to plead, to rule, or to order that the substantive Common Law Rights and immunities have been voided. Only the "forms" of Common Law and equity were abolished, Kimball vs. McIntyre, 3 U 77, 1 P 167; but note, the abolition of mere form, does not affect, nor does it diminish, the Claimant's Substantive (common Law and constitutional) Rights and Immunities (UCA78 2, 4, S.2) for Substantive Law (e.g. unalienable rights and immunities) have not changed with the State's adoption of FRCP Rule 2, combining the courts form, remedial, ancillary adjective procedures, Bonding v. Nonatny, 200 Iowa, 227, 202 N.W. 588). For matter of substance are in the main the same Substantive Common Law,

The right to establish an FLPPPLC is not, and was not dependent upon a statute or chancery rule for its creation as a remedy, and where the right to establish an FLPPPLC is a part of Substantive Common Law, the right is antecedent to creation of the 'state' or its chancery procedure, which right runs to time immemorial, Western Union v. Call, 181 U.S. 765, 21 S. Ct. 56. For, "although lawyers and judges have (in their ignorance) buried the common law, the common law rules us form its grave." Koffler Common Law Pleading, intro. Chap., 1 West, 1969). The ruling of Rich v. Braxton, U.S. Sup. Ct. 158 U.S. 375 specifically forbids judges from invoking equity jurisdiction to remove common law liens and applications.

CAVEAT

Any governmental official who attempts to modify or remove this FLPPPLC is fully liable for any and all damages, as an individual acting fully outside of any lawful authority or jurisdiction, and may be sued under the Clearfield Doctrine. See also Butz v. Economou, 98 S. Ct. 2894, Bell v. Hood, 327 U.S. 678, Belknap v. Schild, 161 U.S. 10, and Bivens v. 6 Unknown Agents, 400 U.S. 862.

This notice/Caveat, is given inter alia to preclude jury trial on the certain claim and to provide for Summary Judgment of any certain Claim should any respondent admit "waiver" and refuse to call said Court under the Rules of Common Law.

This FLPPPLC claim, due at law, is \$ 175,000, as of June, 30th 2019 for the cost of said land, for the buildings and appurtenances, for personal property contained therein, for the improvements, for the maintenance, for the repairs, for the routine upkeep, and for the required lawful fees/dues and amounts paid by the Claimant on said Land and Property up through the date June, 30th 2010. Value and money is defined as true labor compensation energy, and The Coinage Act of 1792 Section IX, unrepealed to date, which is 371.25 grains of pure silver for each "dollar" (or the equivalent in Money of Account) under the Constitution of the U.S.A.

Claimant demands all of his sovereign rights and reservations as declared in the State and Federal Constitution, the Magna Carta, the Declaration of Independence and any filings he has in

the State UCC office(s). Without prejudice under Uniform Commercial Code, Law Merchant, Title I § 207, Title I § 103, being Michigan UCC Title 440.1207 and 440.1103.

All State courts lack jurisdiction over federal Land Patents issued per Treaty Law.

The foregoing instrument, with supporting documentation, is true to the best of the knowledge, understanding, and belief of the Claimant(s) and is duly executed by affixing the lawful signature below.



The above named Bruce J. Soloway, Sovereign Citizen, came before me this 30th day of June, 2016 A.D. and affixed the lawful signature above, in Kalkaska County, Michigan Republic, Northwest Territory.

My Commission Expires.

09/20/2016

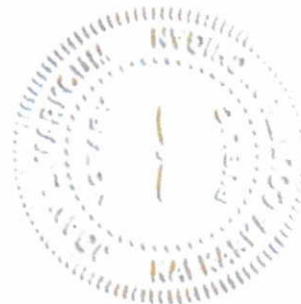


Joan L. Markcum
Notary Public, State of Michigan
County of Kalkaska

My Commission Expires 09/20/2016

This Instrument was drafted by: Bruce J. Soloway Acting in County Of: Kalkaska

Attachment(s): Land Patent (Excerpt), Michigan Compiled Law 565.301
Actual Historical Patent with number





The United States of America,

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

Homestead Certificate No. 12521
Application 3758

Whereas, there has been deposited in the GENERAL LAND OFFICE of the United States a CERTIFICATE of the Register of the Land Office at *Lawrence City* *Michigan*, whereby it appears that, pursuant to the Act of Congress approved 20th May, 1862, "To grant Homesteads to actual settlers on the public domain," and the acts supplemental thereto, the claim of *Melchisedec Cannon*

has been established and duly consummated in conformity to law, for the East half of the North West quarter of Section Twenty, in Township Twenty five, north of Range Eight, west in the District of land subject to sale at *Lawrence City, Michigan* containing *Eighty* acres

according to the Official Plat of the Survey of the said Land returned to the GENERAL LAND OFFICE by the SURVEYOR GENERAL.

Now know ye, That there is therefore granted by the UNITED STATES, unto the said *Melchisedec Cannon*

the tract of Land above described: TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said *Melchisedec Cannon* and to his heirs and assigns forever.

In Testimony whereof, *J. Sylvester Grant*, PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these letters to be made Patent, and the SEAL OF THE GENERAL LAND OFFICE to be hereunto affixed.

Given under my hand, at the CITY OF WASHINGTON, the *twelfth* day of *January*, in the year of Our Lord one thousand eight hundred and *seventy seven*, and of the Independence of the United States the *thirty seventh* year.

By the President: *U. S. Grant*

By

S. M. Clark

D. D. Crane, Sec'y.

Recorder of the General Land Office.

EXHIBIT

G



Document # 3104470
STATE OF MICHIGAN
KALKASKA COUNTY
RECORDED: 09/01/2011 4:04 PM
PAGES: 1
RECORDING FEE: \$ 14.00
JOANN DEGRAAF REGISTER OF DEEDS

ASSIGNMENT OF MORTGAGE

Soloway, Bruce J.

T&T # 380508F01
 MIN: 1001156-0060166063-9

Mortgage Electronic Registration Systems, Inc., 1901 E Voorhees St, Suite C, Danville, IL 61834, for value received, assigns and transfers to: The Huntington National Bank, 2361 Morse Rd NC2W24, Columbus, OH 43229-5856, all its right, title and interest in and to a certain real estate mortgage made by Bruce J. Soloway and Lori A. Bloink, husband and wife, original mortgagor(s), to Mortgage Electronic Registration Systems, Inc., Mortgagee, dated December 24, 2007, and recorded on January 2, 2008 in instrument 3083017, in Kalkaska County records, Michigan.

Dated: 18 August 2011

In the presence of:

Matthew Mayle

Jennifer Organiscak

Signed:

Mortgage Electronic Registration Systems, Inc.

By:
 Donna J Wilson, Assistant Secretary

STATE OF OHIO

) SS.

COUNTY OF Franklin

This instrument was acknowledged before me in Franklin County, State of Ohio, on this 18 August 2011, by Donna J Wilson, Assistant Secretary of Mortgage Electronic Registration Systems, Inc., for the corporation.



JENNIFER R. ORGANISCAK
 Notary Public, State of Ohio
 My Commission Expires April 5, 2016
 Recorded in Franklin County

Notary public

When Recorded Return To:
 Trott & Trott, P.C.
 31440 Northwestern Highway, Suite
 200
 Farmington Hills, MI 48334-2525

Drafted by: Marcy J. Ford
 Trott & Trott, P.C.
 31440 Northwestern Highway, Suite
 200
 Farmington Hills, MI 48334-2525

Township of Springfield:

Legal Description:

The Northeast 1/4 of the Northwest 1/4, and part of the Northwest 1/4 of the Northwest 1/4 of Section 30, Town 25 North, Range 08 West, more fully described as: Beginning at the North 1/4 corner of said Section 30; thence South 89 degrees 38 minutes 05 seconds West, along the North line of said Section 30, 1323.99 feet to a point which is the intersection of said North line and an existing fenceline to the South; thence South 00 degrees 40 minutes 31 seconds West, along said fenceline 1309.80 feet to a point on the North 1/8 line of said section which is the intersection of said fenceline and said North 1/8 line; thence North 89 degrees 50 minutes 15 seconds East, along said North 1/8 line 1327.01 feet to the North and South 1/4 line of said section; thence North 00 degrees 32 minutes 24 seconds East, along said North and South 1/4 line 1314.44 feet to said North section line and the point of beginning. Said parcel contains 39.92 acres of land, more or less. Subject to the right-of-way for Lund Road over the Northerly 33 feet thereof. Subject to the right-of-way for Haskins Road over the Easterly 33 feet thereof.

Tax Parcel No. 40-012-030-007-00

Property Address
 7533 Lund Rd SW
 Fife Lake, MI 49633-9113

EXHIBIT G

EXHIBIT

H



380508F05 Soloway - FC H

Document # 3123703
 STATE OF MICHIGAN
 KALKASKA COUNTY
 RECORDED: 03/25/2015 3:16 PM
 PAGES: 6
 RECORDING FEE: \$ 29.00
 JOANN DEGRAAF REGISTER OF DEEDS

SHERIFF'S DEED ON MORTGAGE SALE

This Indenture Made this 19th day of March, A.D. 2015, between, Richard Gilliss, a Deputy Sheriff in and for Kalkaska County, Michigan, whose address is PO Box 1119 Kalkaska, Michigan 49646-1119, party of the first part, and Federal Home Loan Mortgage Corporation, whose address is c/o Trott Law, P.C. 31440 Northwestern Highway, Suite 200, Farmington Hills, Michigan 48334-5422, party of the second part (hereinafter called the grantee).

WITNESSETH, That Whereas a certain mortgage made by Bruce J. Soloway and Lori A. Bloink, husband and wife, original mortgagor(s), to Mortgage Electronic Registration Systems, Inc., as nominee for The Huntington National Bank its successors and assigns, Mortgage, dated December 24, 2007, and recorded on January 2, 2008 in instrument 3083017, and assigned by said Mortgagee to The Huntington National Bank as assignee as documented by an assignment dated August 18, 2011 recorded on September 1, 2011 in instrument 3104470, in Kalkaska county records, Michigan and

WHEREAS, said mortgage contained a power of sale which has become operative by reason of a default in the condition of said mortgage, and

WHEREAS, no suit or proceedings at law or in equity have been instituted to recover the debt secured by said mortgage or any part thereof, and

WHEREAS, by virtue of said power of sale, and pursuant to the statute of the State of Michigan in such case made and provided, a notice was duly published and a copy thereof was duly posted in a conspicuous place upon the premises described in said mortgage, that the said premises, or some part of them, would be sold at 11:00 AM on the 17th day of April, A.D. 2014 (sale adjourned from April 17, 2014 to March 19, 2015), at public vendue, that being the place of holding the Circuit Court for Kalkaska County where the premises are situated and

WHEREAS, pursuant to said notice I did, at on the day last aforesaid, expose for sale at public vendue the said lands and tenements hereinafter described, and on such sale did strike off and sell the said lands and tenements to the grantee for the sum of One Hundred Fourteen Thousand Three Hundred Forty-Seven and 60/100 Dollars (\$114,347.60), that being the highest bid therefore and the grantee being the highest bidder, and

WHEREAS, said lands and tenements are situated in the Township of Springfield, Kalkaska County, Michigan, more particularly described in exhibit A, attached and commonly known as:

7533 Lund Rd SW
 Property Tax Parcel ID 40012-030-007-00

This property may be located within the vicinity of farmland or a farm operation. Generally, accepted agricultural and management practices, which may generate noise, dust, odors, and other associated conditions, may be used and are protected by the Michigan right to farm act.

Now, this Indenture Witnesseth, That I, the Deputy Sheriff aforesaid, by virtue of and pursuant to the statute in such case made and provided, and in consideration of the sum of money so paid as aforesaid, have granted, conveyed, bargained and sold, and by this deed do grant, convey, bargain and sell unto the grantee, its successors and assigns, forever, all the estate, right, title and interest, which the said Mortgagor(s) had in said land and tenements and every part thereof, on the 24th day of December A.D. 2007, that being the date of said mortgage, or at any time thereafter, to have and to hold the said lands and tenements and every part thereof to the said grantee, its successors and assigns forever, to their sole and only use, benefit and behoof forever, as fully and absolutely as I, the Deputy Sheriff aforesaid, under the authority aforesaid, might, could or ought to sell the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, the date and year first above written.

Sgt. R. Gilliss
 Deputy Sheriff in and for the County of Kalkaska

STATE OF MICHIGAN
 COUNTY OF KALKASKA

On March 19, 2015, before me, a Notary Public in and for said County of Kalkaska came Richard Gilliss Sgt. R. Gilliss, a Deputy Sheriff of said County, known to me to be the individual described in and who executed the above conveyance, and who acknowledged that she/he executed the same to be her/his free act and deed as such Deputy Sheriff.

MARY L. JORDAN
 NOTARY PUBLIC - STATE OF MICHIGAN
 COUNTY OF KALKASKA
 MY COMM. EXPIRES 9-17-2016
 ACTING IN THE COUNTY OF KALKASKA

Mary L. Jordan
 Notary Public, Kalkaska County, Michigan
 My commission expires:
 Acting in the county of Kalkaska

THIS INSTRUMENT IS EXEMPT FROM COUNTY TRANSFER TAX PURSUANT TO 12U.S.C. 1452(e) and MCL 207.505(c).
 THIS INSTRUMENT IS EXEMPT FROM STATE TRANSFER TAX PURSUANT TO 12U.S.C. 1452(e); MCL 207.505(c); and MCL 207.526(v).

Freddie Mac (DC) #493206922

Exhibit H

Team c - Bruce J. Soloway

Notice Of Mortgage Foreclosure Sale
 THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE. PLEASE CONTACT OUR OFFICE AT THE NUMBER BELOW IF YOU ARE IN ACTIVE MILITARY DUTY.

ATTN PURCHASERS: This sale may be rescinded by the foreclosing mortgagee. In that event, your damages, if any, shall be limited solely to the return of the bid amount tendered at sale, plus interest.

MORTGAGE SALE: Default has been made in the conditions of a mortgage made by Bruce J. Soloway and Lori A. Blouin, husband and wife, original mortgagor(s) to Mortgage Electronic Registration Systems, Inc., as nominee for The Huntington National Bank its successors and assigns, Mortgage, dated December 24, 2007, and recorded on January 2, 2008 in instrument 3083017, and assigned by said Mortgagee to The Huntington National Bank as assignee as documented by an assignment, in Kalkaska County records, Michigan, on which mortgage there is claimed to be due at the date hereof the sum of One Hundred Ninety-Nine Thousand Six Hundred Forty-Six and 04/100 Dollars (\$199,646.04).

Under the power of sale contained in said mortgage and the statute in such case made and provided, notice is hereby given that said mortgage will be foreclosed by a sale of the mortgaged premises, or some part of them, at public vendue, at the place of holding the circuit court within Kalkaska County, at 11:00 AM, on April 17, 2014.

Said premises are situated in Township of Springfield, Kalkaska County, Michigan, and are described as: The Northeast 1/4 of the Northwest 1/4 and part of the Northwest 1/4 of the Northwest 1/4 of Section 30, Town 25 North, Range 08 West, more fully described as: Beginning at the North 1/4 corner of said Section 30, thence South 88 degrees 38 minutes 05 seconds West, along the North line of said Section 30, 1323.99 feet to a point which is the intersection of said North line and an existing fence line to the South, thence South 00 degrees 40 minutes 31 seconds West, along said fence line 1309.80 feet to a point on the North 1/8 line of said Section which is the intersection of said fence line and said North 1/8 line, thence North 89 degrees 50 minutes 15 seconds East, along said North 1/8 line 1327.01 feet to the North and South 1/4 line of said Section, thence North 00 degrees 32 minutes 24 seconds East, along said North and South 1/4 line 1314.44 feet to said North Section line and the point of beginning.

Subject to the right-of-way for Lund Road over the Northernly 33 feet thereof.

Also subject to the right-of-way for Haskins Road over the Easterly 33 feet thereof.

The redemption period shall be 12 months from the date of such sale, unless determined abandoned in accordance with MCLA 600.3241a, in which case the redemption period shall be 30 days from the date of such sale.

If the property is sold at foreclosure sale under Chapter 32 of the Revised Judicature Act of 1961, pursuant to MCL 600.3278 the borrower will be held responsible to the person who buys the property at the mortgage foreclosure sale or to the mortgage holder for damaging the property during the redemption period.

Dated: March 19, 2014.

For more information, please call:
 FC C (248) 593-1301

Trott & Trott, P.C.

Attorneys For Servicer

31440 Northwestern Hwy Ste 200

Farmington Hills, Michigan 48334-5422

File #380508F05

(03-19)(04-09)

EVIDENCE OF SALE

(Affidavit of Posting)

STATE OF MICHIGAN,

ss.

COUNTY OF KALKASKA

AARON J. POPE being duly sworn, deposes that on the 27 day of MARCH 2014 A.D.

he/she posted a notice, a true copy of which is annexed hereto, in a conspicuous place upon the premises described in said notice by attaching the same in a secure manner to

GARAGE DOOR

Aaron J. Pope Aaron J. Pope

Subscribed and sworn before me on this

27 day of MARCH 2014 A.D.

Sylvia Rios

SYLVIA RIOS
 NOTARY PUBLIC - STATE OF MICHIGAN
 COUNTY OF KALKASKA
 MY COMMISSION EXPIRES APRIL 9, 2018
 ACTING IN THE COUNTY OF KALKASKA

Notary Public _____ County, Michigan.

My commission expires: _____

Acting in _____ County, Michigan.

CIRCLE IF

- | | | | |
|--|---|--------------------------------------|---|
| <input type="checkbox"/> Multi-Unit | <input type="checkbox"/> Vacant | <input type="checkbox"/> Upper Unit | <input type="checkbox"/> Lower Unit |
| <input type="checkbox"/> Multi-Address | <input type="checkbox"/> Unit 1 | <input type="checkbox"/> Unit 2 | <input type="checkbox"/> Unit A <input type="checkbox"/> Unit B |
| <input type="checkbox"/> Condo | <input type="checkbox"/> Mobile/Manufactured Home | <input type="checkbox"/> No Dwelling | |

Attorney Office: Trott & Trott P.C. - Trott & Trott P.C. (team c)

AttorneyFile#: 380508F05

Notice#: 1181780

2.

380508F05

Exhibit H

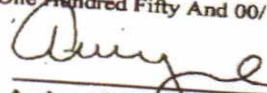
Exhibit H

AFFIDAVIT OF PURCHASER

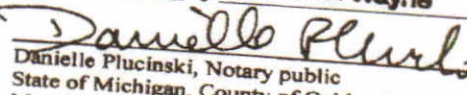
The Undersigned, being duly sworn, states as follows:

1. I am an employee of Trott Law, P.C. and am authorized as counsel to submit this Affidavit Of Purchaser. I have knowledge of the facts stated herein and am competent to testify concerning such facts regarding a foreclosure sale scheduled for March 19, 2015 with respect to certain real property (the "Property") commonly known as 7533 Lund Rd SW.
2. This affidavit may only be recorded and used by Federal Home Loan Mortgage Corporation in the event it is the successful purchaser of the property on March 19, 2015. No other purchaser may utilize this affidavit.
3. The last date the Property may be redeemed is March 19, 2016. ANY REDEEMING PARTY SHOULD NOTE THAT THIS DATE MAY CHANGE AS SET FORTH IN SUBSEQUENT AFFIDAVITS OR AS PROVIDED BY APPLICABLE LAW.
4. The amount necessary to redeem the Property is \$114,347.60 (One Hundred Fourteen Thousand Three Hundred Forty-Seven and 60/100 Dollars), plus interest at a per diem rate of \$19.58 (Nineteen and 58/100 Dollars) from the date of sale to the date of redemption, plus any additional amounts that may be added pursuant to MCL 600.3240(4). ANY REDEEMING PARTY SHOULD NOTE THAT THIS AMOUNT MAY INCREASE to include amounts paid by Federal Home Loan Mortgage Corporation for taxes, assessments necessary to redeem senior liens, condominium assessments, homeowner association assessments, community association assessments, insurance premiums, or any other amounts as provided by MCL 600.3240(4), as well as interest thereon at the interest rate specified in the mortgage from the date of payment to the date of redemption.
5. Federal Home Loan Mortgage Corporation has designated Trott Law, P.C. as its designee responsible to assist an appropriate person redeeming the Property in computing the exact amount required to redeem the Property and to receive redemption funds. If you choose to utilize this assistance, contact Trott Law, P.C. at RedemptionFigures@trottlaw.com or by phone at (248) 593-1308. Pursuant to statute, Trott Law, P.C. will charge a fee of \$150.00 (One Hundred Fifty And 00/100 Dollars) if you opt to use this assistance.

FURTHER DEPONENT SAYETH NOT.



Andrew C. Wayne
Attorney For Federal Home Loan Mortgage Corporation
Trott Law, P.C.
31440 Northwestern Hwy Ste 200
Farmington Hills, MI 48334-5422
Signed and sworn to before me in Oakland County, Michigan, on 3/17/2015 by Andrew C. Wayne, Attorney



Danielle Plucinski, Notary public
State of Michigan, County of Oakland
My commission expires January 2, 2022
Acting in the County of Oakland

T&T #380508F05 Bruce J. Soloway, Mortgagor(s).

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Exhibit H

Soloway, Bruce
NON-MILITARY AFFIDAVIT
STATE OF MICHIGAN

Trott #380508P05

SS.
COUNTY OF OAKLAND

The undersigned, being first duly sworn, deposes and says that upon investigation she/he is informed and believes that no borrower(s) are currently in active military service of the United States.

Andrew C. Wayne

Andrew C. Wayne

Signed and sworn to before me in Oakland County, Michigan, on this 17th day of March 2015 by
Andrew C. Wayne

Danielle Pluciński

Danielle Pluciński, Notary public
State of Michigan, County of Oakland
My commission expires January 2, 2022
Acting in the County of Oakland

EVIDENCE OF SALE (Affidavit of Auctioneer)
STATE OF MICHIGAN

SS.
COUNTY OF KALKASKA

RICHARD GILLISE

, being duly sworn, deposes and says that she/he is a Deputy Sheriff of said Kalkaska; that she/he acted as Auctioneer, and made the sale as described in the annexed Deed pursuant to the annexed printed notice: that said sale was opened at 11:00 AM on the 19th day of March, A.D. 2015, at the Front door of the Courthouse, Kalkaska County, Michigan, that being the place of holding the Circuit Court in said Kalkaska County, that the highest bid for the lands and tenements therein described was One Hundred Fourteen Thousand Three Hundred Forty-Seven and 00/100 Dollars dollars \$14,347.60 made by Federal Home Loan Mortgage Corporation; that said sale was in all respects open and fair; and that she/he did strike off and sell lands and tenements to said bidders, which purchased the said lands and tenements fairly, and in good faith, as deponent verily believes.

I DO HEREBY CERTIFY that the last day to redeem is March 19, 2016, after which the within Sheriff's Deed will become operative, unless an affidavit of occupancy or intent to occupy is recorded in accordance with MCLA 600.3241(d) and given to the mortgagee, or unless redeemed according to the law, in such case made and provided.

Sgt R. Gillise

Sgt R. Gillise
Deputy Sheriff in and for Kalkaska County, Michigan

Signed and sworn to before me in Kalkaska County, Michigan, on March 19, 2015

Mary L. Jordan

Mary L. Jordan
Notary Public, Kalkaska County, Michigan
My Commission Expires:
Acting in the county of Kalkaska

MARY L. JORDAN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF KALKASKA
MY COMM. EXPIRES 9-17-2018
ACTING IN THE COUNTY OF KALKASKA

Prepared By:
Andrew C. Wayne (P59398)
Trott Law, P.C.
31440 Northwestern Hwy Ste 200
Farmington Hills, MI 48334-5422
Trott # 380508P05

ATTN REGISTER OF DEEDS: Please send all Redemption notifications and funds collected in your office to Federal Home Loan Mortgage Corporation c/o Trott Law, P.C., Post-Sale Unit, 31440 Northwestern Hwy Ste 200, Farmington Hills, MI 48334-5422.

ATTN PURCHASERS: This sale may be rescinded by the foreclosing mortgagee. In that event, your damages, if any, shall be limited solely to the return of the bid amount tendered at sale, plus interest. Please be advised that all 3rd party bidders are responsible for preparing and recording the Sheriff's Deed. TROTT LAW, P.C. Hereby expressly disclaims all liability relating to the foreclosure, preparation and recording of the Sheriff Deed.

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Exhibit H

Team c - Bruce J. Soloway

Notice of Mortgage Foreclosure Sale
THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE. PLEASE CONTACT OUR OFFICE AT THE NUMBER BELOW IF YOU ARE IN ACTIVE MILITARY DUTY.

ATTN PURCHASERS: This sale may be rescinded by the foreclosing mortgagee. In that event, your damages, if any, shall be limited solely to the return of the bid amount tendered at sale, plus interest.

MORTGAGE SALE: Default has been made in the conditions of a mortgage made by Bruce J. Soloway and Lori A. Soloway, husband and wife, original mortgagor(s), to Mortgage Electronic Registration Systems, Inc., as nominee for The Huntington National Bank as successors and assigns, mortgagee, dated December 24, 2007, and recorded on January 2, 2008 in instrument 3083017, and assigned by said mortgagee to The Huntington National Bank as assignee as documented by an assignment, in Kalkaska county records, Michigan, on which mortgage there is claimed to be due at the date hereof the sum of One Hundred Ninety-Nine Thousand Six Hundred Forty-Six and 04/100 Dollars (\$199,046.04).

Under the power of sale contained in said mortgage and the statute in such case made and provided, notice is hereby given that said mortgage will be foreclosed by a sale of the mortgaged premises, or some part of them, at public vendue, at the place of holding the circuit court within Kalkaska County, at 11:00 AM, on April 17, 2014.

Said premises are situated in Township of Springfield, Kalkaska County, Michigan, and are described as: The Northeast 1/4 of the Northwest 1/4 and part of the Northwest 1/4 of the Northwest 1/4 of Section 30, Town 25 North, Range 08 West, more fully described as: Beginning at the North 1/4 corner of said Section 30; thence South 89 degrees 38 minutes 05 seconds West, along the North line of said Section 30, 1323.99 feet to a point which is the intersection of said North line and an existing fence line to the South; thence South 00 degrees 40 minutes 31 seconds West, along said fence line 1309.80 feet to a point on the North 1/8 line of said Section which is the intersection of said fence line and said North 1/8 line; thence North 89 degrees 50 minutes 15 seconds East, along said North 1/8 line 1327.01 feet to the North and South 1/4 line of said Section; thence North 00 degrees 32 minutes 24 seconds East, along said North and South 1/4 line 1314.44 feet to said North Section line and the point of beginning.

Subject to the right-of-way for Lund Road over the Northerly 33 feet thereof.

Also subject to the right-of-way for Haskins Road over the Easterly 33 feet thereof.

The redemption period shall be 12 months from the date of such sale, unless determined abandoned in accordance with MCLA 600.3241a, in which case the redemption period shall be 30 days from the date of such sale.

If the property is sold at foreclosure sale under Chapter 32 of the Revised Judicature Act of 1961, pursuant to MCL 600.3278 the borrower will be held responsible to the person who buys the property at the mortgage foreclosure sale or to the mortgage holder for damaging the property during the redemption period.

Dated: March 19, 2014

For more information, please call:

FC C (248) 593-1301

Trott & Trott, P.C.

Attorneys For Servicer

31440 Northwestern Hwy Ste 200

Farmington Hills, Michigan 48334-5422

File #380508F05

(03-19)(04-09)

EVIDENCE OF SALE

(Affidavit of Posting)

STATE OF MICHIGAN,

ss.

COUNTY OF KALKASKA

AARON J. POPE being duly sworn, deposes that on the 27 day of MARCH 2014 A.D.,

he/she posted a notice, a true copy of which is annexed hereto, in a conspicuous place upon the premises described in said notice by attaching the same in a secure manner to

GARAGE DOOR

am q tpm Aaron J. Pope

Subscribed and sworn before me on this

27 day of MARCH 2014 A.D.

SYLVIA RIOS

NOTARY PUBLIC - STATE OF MICHIGAN

COUNTY OF KALKASKA

MY COMMISSION EXPIRES APRIL 9, 2018

ACTING IN THE COUNTY OF KALKASKA

Sylvia Rios

Notary Public _____ County, Michigan.

My commission expires: _____

Acting in _____ County, Michigan.

CIRCLE IF

☐ Multi-Unit

☐ Multi-Address

☐ Condo

☐ Vacant

☐ Upper Unit

☐ Unit 1

☐ Mobile/Manufactured Home

☐ Lower Unit

☐ Unit 2

☐ Unit A

☐ Unit B

☐ No Dwelling

Attorney Office: Trott & Trott P.C. - Trott & Trott P.C. (team c)

AttorneyFile#: 380508F05

Notice#: 1181780

380508F05

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Exhibit H

EXHIBIT

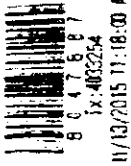
I

Jo Ann DeGraaf
Kalkaska County
Register of Deeds Office
605 N. Birch Street
Kalkaska, MI 49646
(231) 258-3315

I, JoAnn DeGraaf, Register of Deeds for the County of Kalkaska, do hereby certify that I have compared the foregoing original document recorded in the office of the Register of Deeds with the attached copy of the Redemption Certificate, Document #3127431, one (1) page. Said enclosed document is a correct transcript in whole and original, witnessed by my hand and seal affixed hereto at the County of Kalkaska, this day, November 16, 2015 A.D.


Jo Ann DeGraaf
Register of Deeds





Document # 3127431
 STATE OF MICHIGAN
 KALKASKA COUNTY
 RECORDED: 11/13/2015 3:34 PM
 PAGES: 1
 RECORDING FEE: \$ 14.00
 JOANN DEGRAAF REGISTER OF DEEDS

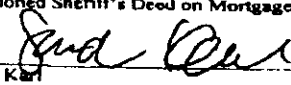
REDEMPTION CERTIFICATE

Received from Bruce J. Soloway on November 4, 2015 the sum of \$118851.02 being payment in full for the redemption from sheriff's sale on the mortgage foreclosure of the following described real property commonly known as 7533 Lund Rd SW, Fife Lake, MI 49633-9113, and more particularly described as:

The Northeast 1/4 of the Northwest 1/4 and part of the Northwest 1/4 of the Northwest 1/4 of Section 30, Town 25 North, Range 03 West, more fully described as: Beginning at the North 1/4 corner of said Section 30; thence South 89 degrees 38 minutes 05 seconds West, along the North line of said Section 30, 1323.99 feet to a point which is the intersection of said North line and an existing fence line to the South; thence South 00 degrees 40 minutes 31 seconds West, along said fence line 1309.80 feet to a point on the North 1/8 line of said Section which is the intersection of said fence line and said North 1/8 line; thence North 89 degrees 50 minutes 15 seconds East, along said North 1/8 line 1327.01 feet to the North and South 1/4 line of said Section; thence North 00 degrees 32 minutes 24 seconds East, along said North and South 1/4 line 1314.44 feet to said North Section line and the point of beginning. Subject to the right-of-way for Lund Road over the Northerly 33 feet thereof. Also subject to the right-of-way for Haskins Road over the Easterly 33 feet thereof.

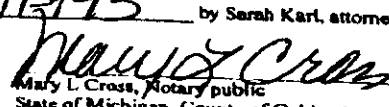
A Sheriff's Deed on Mortgage Sale in favor of Federal Home Loan Mortgage Corporation foreclosing a mortgage given by Bruce J. Soloway and Lori A. Bloink, husband and wife to Mortgage Electronic Registration Systems, Inc., as nominee for The Huntington National Bank its successors and assigns was recorded on March 25, 2015 in instrument 3123703, Kalkaska County Records. The undersigned hereby certifies that the interest acquired in the aforementioned Sheriff's Deed on Mortgage Sale has not been assigned, transferred or encumbered.

Dated: 11-9-15


 Sarah Karl
 Trott Law, P.C.
 Attorney For Federal Home Loan Mortgage Corporation
 31440 Northwestern Hwy Ste 200
 Farmington Hills, MI 48334-5422
 248.642.2515

STATE OF MICHIGAN)
 COUNTY OF OAKLAND) SS.

Acknowledged before me in Oakland County, Michigan, on 11-9-15 by Sarah Karl, attorney for Federal Home Loan Mortgage Corporation.


 Mary L. Cross, Notary public
 State of Michigan, County of Oakland
 My commission expires June 18, 2019
 Acting in the County of Oakland

Drafted by and when recorded return to:
 Sarah Karl (P75420)
 Trott Law, P.C.
 31440 Northwestern Hwy Ste 200
 Farmington Hills, MI 48334-5422
 T&T # 380508905

Bruce J. Soloway

EXHIBIT

J

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MICHIGAN

In re

BRUCE JONATHON SOLOWAY & LORI : Case No. 11-08537-jrh
ANN BLOINK, Chapter 7
Debtors. Honorable Scott W. Dales

Traverse City, Michigan - Wednesday, December 14, 2011
Motion for Relief from Stay

APPEARANCES:

FOR HUNTINGTON NATIONAL BANK:

JAMES W. BATCHELOR (P25500)
Trott & Trott PC
4024 Park East Ct. SE
Grand Rapids, MI 49546
(616) 942-0893

FOR THE DEBTORS:

CRISTOPHER A. HOGAN (P41490)
Hogan & Associates PC
2156 Plainfield Avenue
Grand Rapids, MI 49505-4204
(616) 361-0355

Court Reporter:

Gail L. Beach, CSR-2574, RPR
837 Aleda Ct. SE
Grand Rapids, MI 49508-7416

EXHIBIT J

TABLE OF CONTENTS

WITNESSES:

None.

EXHIBITS:

None.

* * * *

THE COURT: Next matter.

THE CLERK: Number 71, Bruce Soloway and Lori Ann Bloink.

THE COURT: Appearances, please.

MR. BATCHELOR: James Batchelor for Huntington National Bank.

MR. HOGAN: Cristopher A. Hogan on behalf of the debtors.

THE COURT: Okay. It's your motion. Go ahead, Jim.

MR. BATCHELOR: Your Honor, this is an adjourned hearing on our motion for relief from stay. As the Court may recall, the Court adjourned it and requested a brief on standing. During the interim, however, I'm sure the Court is aware that the Michigan Supreme Court summarily reversed the Saurman case regarding the status of MERS.

When I spoke with Mr. Hogan after that decision, he informed me that he would be withdrawing his response. I was surprised last night to find he had filed a new brief basically rehashing the same arguments, which is fine. He has a right to

EXHIBIT J

1 change his mind, but I think the courtesy of a phone call or
2 e-mail would have been nice.

11:25 3 But, in reading the brief, I find a provision that I take
4 serious exception to. Mr. Hogan is accusing our firm of
5 unethical conduct, specifically that we have been involved in
6 robo-signings. That is an absolute falsehood, your Honor. If
7 Mr. Hogan has any evidence to that effect, I would invite him to
8 bring it forward. Otherwise, I think he owes our firm and the
9 Court an apology for his reckless disregard of the truth.

11:25 10 Your Honor, we would stand on our brief. However, since
11 the brief has been filed, I would point out to the Court the
12 Sixth Circuit BAP last week issued an opinion which they went
13 into a great deal of detail with regard to the cases on
14 standing. It's the case of *In re Megan Lynn Rice*. And I think
15 it would be--I would ask that the Court, you know, review that.
16 I think it substantiates our position. The court overruled a
17 bankruptcy court with regard to standing, holding that the
18 secured creditor went--

11:26 19 THE COURT: Was that the automobile case?

11:26 20 MR. BATCHELOR: It is an automobile case. But the
21 court held that a properly perfected security interest does have
22 standing.

11:26 23 In this case, the initial loan was made by Huntington
24 National Bank. They held the note. They still hold the note.
25 The mortgage went to MERS. The Michigan Supreme Court has held

EXHIBIT J

1 that's perfectly legitimate. That MERS has an interest in the
2 debt, which is all that is required for foreclosure under the
3 Michigan foreclosure by advertisement statute. That mortgage
4 was duly assigned--and the mortgage provides for assignment by
5 MERS--to Huntington. So Huntington now holds the note; holds
6 the mortgage. And Huntington is also the servicer of the loan,
7 according to the documents Mr. Hogan provided, attached to his
8 brief. It shows Huntington as the servicer. The Michigan
9 Foreclosure by Advertisement Act, to allow foreclosure, provides
10 that the foreclosing party must either be the owner of the
11 debt--which Huntington is; they hold the note--have an interest
12 in the debt--which MERS did, according to the Michigan Supreme
13 Court, and which they assigned back to Huntington--or be the
14 servicer of the loan. Huntington was also the servicer.

11:27 15 If Huntington doesn't have standing in this matter, your
16 Honor, I don't know who would. They are the only party involved
17 at this point.

11:27 18 As I stated, we would stand on our brief, and ask the Court
19 to hold that Huntington does have standing. The debtors have
20 already admitted on the record at the last hearing that there is
21 no equity. It's not necessary for reorganization, as this is a
22 Chapter 7.

11:28 23 MR. HOGAN: Your Honor, I would apologize right up
24 front in regard to the robo-signing, but I do think that I got
25 that from some documentation. I didn't make that up and put it

EXHIBIT J

1 in the brief. And I will apologize to Jim.

11:28 2 THE COURT: You're apologizing, but you're saying
3 you're still standing by it, right?

11:28 4 MR. HOGAN: I am pretty sure we got--and there was
5 some other stuff we actually had about the robo-signing, and I
6 deleted it because I don't like the whole theory of the
7 robo-signing anyway.

11:28 8 THE COURT: How did it make it into your brief, then?

11:28 9 MR. HOGAN: Because I think I have some document--
10 documentation. I honestly do. I didn't just make it up and put
11 it on there.

11:28 12 Your Honor, in Exhibit A of our brief, though, it does say
13 that Huntington National Bank at this time is still just a
14 server. Okay. And my problem is, is that, as of December 9th,
15 you know, MERS still holds the mortgage. Okay. Not the
16 service--the servicer doesn't have standing here. MERS is the
17 one that holds the mortgage as of December 9th, 2011, which was
18 just last week. And, you know, MERS is in the business of--
19 basically, it's a system of electronic registry. That's all it
20 does. As soon as something happens, it records it.

11:29 21 In October, we had the same conversation that--

11:29 22 THE COURT: Who do you think your clients owe the
23 money to? Nobody?

11:29 24 MR. HOGAN: Yes, I do.

11:29 25 THE COURT: Who do they owe?

EXHIBIT J

11:29 1 MR. HOGAN: Freddie Mac.

11:29 2 THE COURT: Freddie Mac?

11:29 3 MR. HOGAN: Yes, I do.

11:29 4 THE COURT: So, what are you worried about, double
5 recovery?

11:29 6 MR. HOGAN: Yes, I am. I mean, you've got Freddie--
7 you actually have the note by Huntington that was actually
8 assigned to Freddie Mac. We actually even--we've even tracked
9 it--on page 2 of my brief--we've actually tracked it to when it
10 was--when the note was actually bundled by Freddie Mac, and they
11 call it a Freddie note now. And it's got all these CUSIP
12 numbers. I mean, Huntington National Bank doesn't have the
13 note; and we know that they don't have the note, okay? So--

11:30 14 THE COURT: Let me ask you this. Huntington is trying
15 to foreclose; is that correct? You want relief from stay so you
16 can foreclose?

11:30 17 MR. BATCHELOR: That's correct. We're asking for
18 permission to foreclose, as we have a right to do under the
19 statute.

11:30 20 THE COURT: And do you--you say that Huntington
21 doesn't have the note? But what about the mortgage; is
22 Huntington the holder of the mortgage? Or are you saying,
23 "Well, they're separated, so you lose"?

11:30 24 MR. HOGAN: I don't think they--I thought that's what
25 we were going to determine from October, that Huntington has the

EXHIBIT J

1 mortgage. So I waited until December 9th to go back in to MERS.
2 And MERS says, "We're the mortgage holder; Huntington is just a
3 servicer." And I don't think--as a servicer, I don't think they
4 have standing to ask for the lift of stay. And I don't think
5 that Huntington--

11:30 6 THE COURT: Well, the servicer has standing under the
7 foreclosure statute by advertisement anyway to commence
8 foreclosure by advertisement; don't they?

11:30 9 MR. HOGAN: I thought that the--I'm pretty sure that
10 the servicer has to have the mortgage, and that's the difference
11 here today. And I do think, your Honor--I do think that--

11:31 12 THE COURT: So--

11:31 13 MR. HOGAN: --Freddie Mac--

11:31 14 THE COURT: You think Huntington is the servicer?

11:31 15 MR. HOGAN: I do.

11:31 16 THE COURT: And you say Huntington doesn't hold the
17 note--

11:31 18 MR. HOGAN: I do.

11:31 19 THE COURT: --you say Freddie does?

11:31 20 MR. HOGAN: Right.

11:31 21 THE COURT: And you think that Huntington is the
22 mortgagee, in other words, has the mortgage?

11:31 23 MR. HOGAN: I do not. I think MERS has the mortgage.

11:31 24 THE COURT: Okay.

11:31 25 MR. HOGAN: All right. And based on, you know, even

EXHIBIT J

1 our last printout from MERS, MERS says in Exhibit A--MERS still
2 says that, "We hold the mortgage and the servicer is Huntington
11:31 3 National Bank."

11:31 4 THE COURT: Okay. Anything else?

11:31 5 MR. BATCHELOR: Your Honor, the holder of the mortgage
6 is determined under Michigan law--which this Court is bound to
7 follow--by the recorded document and recorded assignments.
8 There is a recorded mortgage to MERS as nominee for Huntington,
9 the lender. There is an assignment from MERS to Huntington
10 National Bank, which has been recorded. The mortgage provides
11 for assignment. The fact that MERS may have a Web site that has
12 not been updated is not a legal document. Perfection and the
13 holder of the mortgage is determined under Michigan law, and
14 there is a proper chain of title which is required for
15 foreclosure.

11:32 16 THE COURT: Okay. Point me, Jim, to your
17 presentation--your docket where I would find the assigned
18 mortgage.

11:32 19 MR. BATCHELOR: It is attached to our brief, your
20 Honor. I attached all of the recorded documents. There is a
21 copy of the mortgage. There is a copy of the recorded
22 assignment of mortgage.

11:32 23 MR. HOGAN: And I will admit that, your Honor. That
24 assignment is attached to that--to the brief. I actually had
25 used it in my initial--

EXHIBIT J

11:32 1 THE COURT: Right. And that's what why I was a little
2 confused when you're saying they're not the holder of the
3 mortgage.

11:32 4 MR. HOGAN: Well--

11:32 5 THE COURT: There's an assignment from--

11:32 6 MR. HOGAN: --I hate to say it, but that's really
7 what--that's what goes into the robo-signing, is that this is
8 just--you know, if MERS--I mean, this is what MERS does.
9 They're the electronic registry. The moment--when these folks
10 refinanced in 2002, the moment they refinanced, they said their
11 old mortgage was inactive. I mean, the moment that these actual
12 assignments take place, MERS records them. That's what they do.

11:33 13 Now, if we're saying today that we can't, you know--even
14 though MERS has a printout here as of 12/9 that they own the
15 mortgage and Huntington is just the servicer, I know there's an
16 assignment. I know that it's out there, but it's contrary to
17 what basically is in MERS' registry.

11:33 18 THE COURT: All right. I'm not satisfied that your
19 opposition is well-taken. I know there is a whole lot of
20 confusion--

11:33 21 MR. HOGAN: I know.

11:33 22 THE COURT: --about the mortgage servicing, and
23 mortgage securitization--I should be talking to you guys because
24 you're going to be where the rubber hits the road. It's awfully
25 confusing. And the way Congress set things up is to promote

EXHIBIT J

1 home ownership. They fostered, developed, and probably super-
2 charged the--what's called the--secondary mortgage market where
3 mortgage-related promissory notes are sold to people so they can
4 bundle them together and sell them as securities. And then the
5 stream of payments from these various mortgages come in, and
6 they pay the investors and securities. But at the end of the
7 day, you still own the house subject to somebody's mortgage.
8 And, to accommodate the collection of payments, and to deal with
9 delinquencies, and ultimately foreclosures, we have a system of
10 servicers, and we have also developed--I don't know exactly when
11 it came about--but MERS is a relatively small--in terms of
12 employees--organization that the job is to basically be a
13 placeholder in the various county recorders of deeds. So MERS
14 is the one who is identified as the holder of the mortgage. But
15 as the Supreme Court--Michigan Supreme Court--said a couple
16 weeks ago, they really hold it in trust for whoever holds the
17 note. That's the gist of the *Saurman* decision is that, given
18 this relationship, MERS has an interest in the indebtedness.
19 Now, I wouldn't have thought that, but it's not up to me to say
20 as a matter of state law, but the Michigan Supreme Court says
21 MERS has an interest in the indebtedness.

11:35 22 We also have on this record no controversy really that the
23 assignment that's attached to the brief in support of the motion
24 for summary judgment, that MERS assigned the mortgage to
25 Huntington. So really what we're left with is this something of

EXHIBIT J

1 a disconnect between who holds the paper, and who holds the
2 note, and who holds the mortgage.

11:35 3 But all I'm doing on a motion for relief from stay is
4 trying to decide whether there is cause for--to permit somebody
11:35 5 who has a colorable interest in this transaction to go back to
6 state court. And I think there is cause to lift the automatic
7 stay. And then if you have arguments that you want to make in
8 defense of the foreclosure because you're concerned about paying
9 the wrong person or whatever, you can raise those with the state
10 court. But I don't see any reason to put the brakes on the
11 automatic stay. I'm satisfied that Huntington has standing to
12 get the relief it's requesting, and that, as I understood, was
13 your only objection to the motion was the standing objection,
11:36 14 based on this unfortunate or perhaps overly complicated system
15 of delivering financing to the home mortgage market.

11:36 16 Motion is granted. Mr. Batchelor, give me an order, and
17 the stay will remain in effect. In other words, the order--I'm
18 not waiving the--

11:36 19 MR. BATCHELOR: I understand.

11:36 20 THE COURT: --stay of the order. So now you get an
21 opportunity, Cris, to do whatever you need to do. Also put the
22 brakes on the effectiveness of the order for approximately 14
23 days from entry, okay?

11:36 24 MR. BATCHELOR: Thank you, your Honor.

11:36 25 MR. HOGAN: Thank you, your Honor.

EXHIBIT J

11:36 1 THE COURT: Motion granted, based on the *Saurman*
2 decision primarily.

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11:36 4 **REPORTER'S CERTIFICATE**

11:36 5
11:36 6 I, Gail L. Beach, Court Reporter for the United States
7 Bankruptcy Court for the Western District of Michigan, do hereby
8 certify that the foregoing is a full, true, and correct
11:36 9 transcript of the proceedings had in the within entitled and
10 numbered cause on Wednesday, December 14, 2011, at Traverse
11:36 11 City, Michigan, before the HONORABLE SCOTT W. DALES, U.S.
12 Bankruptcy Judge, consisting of 12 pages.

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/s/
Gail L. Beach, CSR-2574, RPR
837 Aleda Ct., SE
Grand Rapids, MI 49508-7416
(616) 813-5510

EXHIBIT J