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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF ARIZONA, TUCSON DIVISION**

IN RE:
BARRY WEISBAND, DEBTOR

Case No.: 09-5175-TUC-EWH

GMAC MORTGAGE, LLC, MOVANT

**DEBTOR'S REQUESTS FOR
ADMISSION, INTERROGATORIES
AND REQUESTS FOR
PRODUCTION TO MOVANT**

v.

BARRY WEISBAND, RESPONDENT

**CONTESTED MATTER - MOTION
FOR RELIEF FROM STAY**

Chapter 13

To: GMAC MORTGAGE, LLC, MOVANT OR OBJECTING CREDITOR, though their Attorney of Record, JOSEPHINE E. PIRANIO PITE DUNCAN, LLP 4375 Jutland Drive, Suite 200 P.O. Box 17933 San Diego, CA 92177-0933

Barry Weisband, Debtor, hereby requests that GMAC Mortgage, LLC, Movant, pursuant to and according to the requirements set forth in Bankruptcy Rules 7033, 7034, 7036 and 9014, and Federal Rules of Civil Procedure 33, 34 and 36, respond to these Requests for Admission, Interrogatories and Requests for Production.

General Instructions:

The instructions below are not meant to supercede the requirements in the above cited Rules and all instructions and requirements therein are in effect. Please within 30 days of service of these requests, please respond to the following Requests for Admission, answer the following Interrogatories, respond to the Requests for Production and provide the Requested documents, delivering any such documents to Ronald Ryan at the above

1 address. Please provide enough information to explain your responses and answers fully.
2 All answers and responses to every part hereof must be supported by an unsworn
3 declaration made under penalty of perjury by every person that answered or responded to
4 any portion hereof, and if more than one person answered or responded their must be a
5 separate such declaration that identifies the items that they responded to. Use of the
6 singular when referring to a person or entity is also the plural where there are more than
one such person or entity.

7 **Instructions for Requests for Admission:**

8 For every admission request that is denied or neither admitted nor denied, explain
9 fully and completely the reason for said responses, and all facts and information to fairly
10 support such denial or non-admission or denial. F.R.C.P. 36 applies.

11 **Instructions for Interrogatories:**

12 If any interrogatory or request is not clear enough, do not answer that the question
13 is vague or other similar response, but telephone or email the undersigned attorney for a
14 clarification. If your response is that an interrogatory is duplicative of another interrogatory
15 state which interrogatory asks the same question and state that your answer is the same
16 as that provided in response to that other interrogatory. When asked to "Name" or
17 "Identify" a person or entity, provide the name, company, job title, address and phone
18 number. And if an entity, provide the legal name of the company, and the name, address
19 and phone number of the president or CEO. When asked to "detail" a transaction, other
event, or state of affairs, provide enough factual content and relevant information as to
fairly communicate a meaningful answer. F.R.C.P. 33 applies.

20 **Instructions for Requests for Production:**

21 This request for production of documents is directed towards all information known
22 or available to You, including information contained in the records and documents in Your
23 custody or control or available to You upon reasonable inquiry. Where requested

1 documents does not exist please state the documents does not exist. Each request for
2 production of documents is to be deemed a continuing one. If after serving any requested
3 document, an authorized officer of Yours obtains any further documentation pertaining to
4 that request for production, You is requested to serve a supplemental answer setting forth
5 copies of additional documents. When asked to produce a document, refer to the scope
6 of production contained in FRCP 34, such that a document includes paper “documents or
7 electronically stored information — including writings, drawings, graphs, charts,
8 photographs, sound recordings, images, and other data or data compilations — stored in
9 any medium from which information can be obtained either directly or, if necessary, after
10 translation by the responding party into a reasonably usable form.” F.R.C.P. 34 applies.

11 Definitions:

12 “Debtor” means Barry Weisband

13 “Property” means Lot 59 Los Cerros De Kino Pima County Recorder, or as More
14 Commonly Known as 5424 E Placita Apan Tucson AZ 85718.

15 “Lender” refers to the lender in the Note and Deed of Trust, GreenPoint Mortgage Funding,
16 Inc. (“Greenpoint”)

17 “Real Lender” or similar language refers to the entity that actually provided the funding for
18 the loan which passed actually, on paper, electronically or were administered through other
19 entities including Lender Greenpoint to satisfy the preexisting mortgage.

20 “Note” is that Adjustable Rate Note, signed on October 6, 2006, in the original amount of
21 \$540,000.00, with a promise to pay to the Order of Greenpoint, attached as Exhibit A to
22 Movant’s Motion for Relief from Automatic Stay, found at item number 32 on the Court’s
23 Docket in this case.

“Deed of Trust” is that Deed of Trust through which Movant claims to hold the primary
mortgage on the Property that was recorded October 13, 2006 at Pima County Recorder
Docket 12909, page 3536.

1 “Debtor’s obligation” Any equitable claim to payment by any party, whether or not such
2 claim has been made, that could be made based on the fact that Debtor borrowed money
3 and signed the Note for the purchase of Debtor’s Residence.

4 “MBS” means Mortgage Backed Security

5 “SPV” means Special Purpose Vehicle

6 “REMIC” means Real Estate Mortgage Investment Conduit

7 “PSA” means Pooling and Servicing Agreement

8 “Closing” means the series of events at which Debtor executed the Note and Deed of Trust
9 and the Loan for the purchase of the Property was funded and the borrowed funds paid to
10 satisfy the preexisting mortgage.

11 “CDS” Credit Default Swap.

12 “Entity” means person, corporation, bank, investment bank, mortgage company, any other
13 financial institution, trust, including any type of investment trust, insurance company or
14 REMIC.

15 “Real party in interest” as used herein is the entity that pursuant to principles of equity is
16 the party that is entitled to payment on the note, meaning the party that provided the
17 consideration, whether or not that entity or person is or was ever the holder of the note, or
18 entity that purchased for consideration the right to enforce the Note or Debtor’s Obligation.

19 “You” is GMAC Mortgage, LLC, in your own right, or as Trustee of the Pool and includes
20 any and all persons acting in concert with you.

21 “GSE” means Government Sponsored Entity.

22 “MERS” means Mortgage Electronic Registration System.

23 “Nominal Lender” means and includes one or more Entities that participated in the loan but
was substantially using funds provided by another Entity or funds that originated from the
Real Lender or Investor.

“Bond” or “Mortgage Bond” means the Bond, MBS Trust Certificate, or un-certificated Bond

1 or MBS Trust interest that was purchased by the Investor that provided the actual funding
2 that was loaned to Debtor. This refers to the MBS proceeds that the Lender obtained
3 directly or through other entities that purchased the property for debtor and was the
4 consideration for the debtor issuing the note and executing the deed of trust. Even though
5 Lender may have obtained the funds from a Warehouse Line of Credit or other funding
6 provider, this definition pertains to the true source of the funds from which the Warehouse
7 Line of Credit or other funding provider obtained the loaned funds directly or through other
8 entities, or those funds upon which such Lender and/or Warehouse Line of Credit source,
9 or other funding provider relied upon for reimbursement, if the possession of those funds
10 by one or more such parties did not predate the closing.

11 “Funding source” means the bond trust, and/or MBS Trust, that provided the funding that
12 the Lender obtained directly or through other entities that purchased the property for debtor
13 and was the consideration for the debtor issuing the note and executing the deed of trust.

14 Even though Lender may have obtained the funds from a Warehouse Line of Credit or
15 other funding provider, this definition pertains to the true source of the funds from which the
16 Warehouse Line of Credit or other funding provider obtained the loaned funds directly or
17 through other entities, or those funds upon which such Lender and/or Warehouse Line of
18 Credit source, or other funding provider relied upon for reimbursement, if the possession
19 of those funds by one or more such parties did not predate the closing. 8. “Bond

20 Indenture” The written agreement for the Mortgage Bond or MBS, between the issuer of
21 the Bonds, MBS Trust Certificates or un-certificated security, and the purchasers or
22 investors therein, specifying interest rate, maturity date, convertibility, and other terms.

23 This sets forth the terms between the MBS Issuer and the purchaser or investor of or in
said security.

“Investor” or “Original investor” The person or persons or entity or entities that purchased
one or more Bonds, invested in the MBS, from the MBS Issuer, the purchase money or

1 investment funds that were used to fund the loan, or were relied upon as reimbursement
2 by another entity that advanced said funding.

3 “Trust” means the MBS Trust, SPV, or REMIC that included Debtor’s Note or Obligation as
4 an asset on behalf of the purchasers of the bonds or other securities that it sold or
5 otherwise managed.

6 When reference is made to “the MBS Trust” it refers one or more MBS Trust that included
7 Debtor’s Note or Obligation as an asset on behalf of the purchasers of the bonds or other
8 securities that it sold or otherwise managed.

9 “Trustee” The trustee of the MBS Trust.

10 “Pool” is the pool of the MBS Trust that is, did or could claim to be the holder of the note,
11 or right to enforce the Debtor’s Obligation, or the real party in interest.

12 “Pooling and servicing agreement” is the PSA of the MBS Trust that is did or could claim
13 to be the holder of the note, or right to enforce the Debtor’s Obligation, or the real party in
14 interest.

15 “SIV” stands for Special Investment Trust.

16 **REQUESTS FOR ADMISSIONS:**

17 Admission number 1: The that the “Lender” in the original note and deed of trust was not
18 the real source of the funds that were loaned to debtor to purchase the property but that
19 the funds came from another source.

20 Admission number 2: That the real or original source of the funds was from the sale of
21 bonds, or other collateralized debt obligation security rather than from the lender’s own
22 cash reserves. In responding to this request, if the Lender did fund the loan from its own
23 cash reserves, but knew that it would be reimbursed from funds from the sale of bonds, or
24 other collateralized debt obligation security, answer in the affirmative.

25 Admission number 3: That you cannot prove an unbroken chain of consideration in
26 exchange for the signature of Debtor on the Note and its transfer at closing to the current

holder of the note.

1 Admission number 4: That the real source of the funding, the investor that purchased a
2 mortgage backed security, or asset backed security, was never the holder of the note, nor
3 was it ever the grantee of the deed of trust, and was never assigned the deed of trust.

4 Admission number 5. That you are not the holder of the note in your own right, but that you
5 are holding it as the trustee of a securitized mortgage pool, other mortgage backed
6 security, or asset backed security.

7 Admission number 6: That you cannot swear that you, the MBS Trust, SPV or other
8 REMIC that held an interest in the note, nor any of its predecessors, or successors in
9 interest did not receive full or partial payment in the form of cash or other consideration on
10 the note from any third party or other source, such as credit default swap proceeds, other
11 credit default insurance proceeds, private mortgage insurance, other insurance or
12 guarantees, U. S. Troubled Asset Relief Program funds (TARP bailout funds), or from
income from a cross-collateralized or over-collateralized source, or otherwise.

13 Admission number 7: That you cannot swear that the real ownership of the note was never
14 held by any person or entity at the same time that a separate person or entity was the real
beneficiary of the deed of trust.

15 Admission number 8: That you cannot produce a sworn accounting or set of sworn
16 accountings that establish and clearly show every transfer of consideration in exchange for
17 the ownership of the beneficial interest in the note or the right to enforce the note.

18 Admission number 9: That when payments are made on the note and paid to the MBS
19 Trust that included Debtor's Note as an asset for its investors, that the funds do not
20 necessarily go to the specific certificate holder that is was the source of the funding for the
21 loan, nor even to the specific tranche within the pool from which such funding originated,
22 but that the funds are applied to whatever tranche the terms of the PSA dictate such
payments would be applied.

1 Admission number 10: That neither the mortgage bond issuer, mortgage bond owners,
2 mortgage bond trust, MBS Trust, or other collateralized debt obligation security trust that
3 funded the loan is not the same entity as the mortgage backed security pool or other asset
backed security pool that now claims to be the holder of the note.

4 Admission number 11: That the person or entity that claims to be the holder of the note is
5 not the same person or entity that owns the right to receive payments on the note.

6 Admission number 12: That the person or entity that claims to be the holder of the note is
7 not the same person or entity that owns the equitable interest in the note.

8 Admission number 13: That payments are in default to the owner of the mortgage bond or
9 other mortgage-backed security or other asset-backed security that was the original
investor.

10 Admission number 14: That there are one or more persons or entities, other than you, that
11 could potentially claim to be entitled to enforce the note or Debtor's Obligation on its own
12 behalf because they were the original investor or funding source.

13 Admission number 15: That you were not the funding source for Debtor's loan.

14 Admission number 16: That you did not purchase your interest in the note from the
15 funding source or original investor nor from any other person or entity that can trace their
16 purchase of the note through purchases to the funding source and/or original investor.

17 Answer separately as to funding source and/or original investor if the answer is not the
same.

18 Admission number 17: That you did purchase your interest in the note from the funding
19 source or original investor or from another person or entity that can trace their purchase of
20 the note through purchases to the funding source and/or original investor. Answer
21 separately as to funding source and/or original investor if the answer is not the same.

22 Admission number 18: That the certificates or un-certificated interests in the pool have
23 been pledged as security for a separate structured finance collateralized debt obligation.

1 Admission number 19: That the pool has been pledged as security for a separate
structured finance collateralized debt obligation.

2 Admission number 20: That the pool was created to satisfy the obligation of a structured
3 finance collateralized debt obligation, that existed prior to the formation of the pool, to
4 provide additional assets or security in the event of default or other triggering event,
5 pursuant to the terms of that structured finance collateralized debt obligation.

6 Admission number 21: That the pool has been created by pooling of multiple collateralized
7 debt obligations, including that CDO from which debtor's loan was a part and that these
8 separate CDOs came from multiple financial institutions.

9 Admission number 22: That the real owner of the note or the owner of the right to
10 payments made on the note have received one or more payments on behalf of the note
11 from one or more third party, such as credit default swap funding, other credit default
insurance, private mortgage insurance, other insurance or guarantee.

12 Admission number 23: That the real owner of the note or the owner of the right to
13 payments made on the note have received one or more payments on behalf of the note
14 from a cross-collateralized or over-collateralized source, or otherwise.

15 Admission number 24: That the real owner of the note or the owner of the right to
16 payments made on the note have received one or more payments on behalf of the note
17 from U. S. Troubled Asset Relief Program funds (TARP bailout funds), or other similar
program.

18 Admission number 25: That debtor's signature on the note and deed of trust, was
19 intended, prior to closing, to provide a vehicle, consisting of notes secured by residential
20 real estate, for the issuance of an unregulated security.

21 Admission number 26: That the original funding source MBS Trust was incorporated in the
Cayman Islands, or other offshore location.

22 Admission number 27: That one or more entities that issued the certificates of the MBS
23

1 Trust and/or established the bonds and/or prepared bond indenture was incorporated or
2 otherwise established in the Cayman Islands, or other offshore location.

3 Admission number 28: That the MBS Trust or pool is a Real Estate Mortgage Investment
4 Conduit (REMIC).

5 Admission number 29: That you cannot prove a chain of consideration, nor a chain of
6 transfer of funds from the MBS Trust to the Lender and the funding of the loan at closing.

7 Admission number 30: That are not the holder of the note in your own right, but that you
8 are holding it as the trustee of a securitized mortgage pool, other mortgage backed
9 security, or asset backed security.

10 Admission number 31: That you purchased the note from or through an MBS Trust.

11 Admission number 32: That you cannot produce an accounting or set of accountings that
12 set forth each and every time consideration was paid or transferred and the exact amounts,
13 in the case of monetary consideration, or exact identity of other consideration, in the case
14 of other consideration, of each such consideration paid to the investor in the MBS Trust,
15 or through the SPV or REMIC, whose investment funds were the original source that was
16 loaned to Debtor.

17 Admission number 33: That the holder of the note is not the real party in interest.

18 Admission number 34: That the holder of the note is not the original source of the funding
19 for the loan.

20 Admission number 35: That Debtor's loan was pre-sold, pledged or otherwise promised
21 to the MBS or SPV Trust or other REMIC prior to Closing?

22 **INTERROGATORIES:**

23 Interrogatory number 1: Is the note, deed of trust or right to payment by Debtor now, or
has it ever been included in a pool of mortgage assets in a MBS Trust, REMIC or other
SPV Trust?

1 Interrogatory number 2: If the note, deed of trust or right to payment by Debtor was
2 included in a pool of mortgage assets in a MBS Trust, REMIC or other Special Purpose
3 Vehicle, identify every entity that participated in any way, both prior and subsequent to
4 closing, in the funding transactions that resulted in money being loaned to Debtor, and
5 participated in any way in the note and/or deed of trust transactions, meaning every bank,
6 investment bank, originator, mortgage company, other financial institution, master servicer,
7 servicer, subservicer, underwriter, holding company, investor, asset manager, collateral
8 administrator, law firm, accounting firm, trustee, MBS Trust, REMIC or other Special
9 Purpose Vehicle.

10 Interrogatory number 3: If the note, deed of trust or right to payment by Debtor was never
11 included in a pool of mortgage assets in a MBS Trust, REMIC or other Special Purpose
12 Vehicle, identify all sources that participated in Greenpoint obtaining the funds that were
13 loaned to Debtor at closing, regardless of whether the funds were from contracts, promises,
14 agreements or sales of any tangible or intangible asset, that took place prior to closing or
15 subsequent thereto. In answering this question without being misleading you must name
16 every entity that participated in the funds that were loaned to Debtor, meaning every bank,
17 investment bank, originator, mortgage company, other financial institution, master servicer,
18 servicer, subservicer, underwriter, holding company, investor, asset manager, collateral
19 administrator, law firm, accounting firm, trustee, MBS Trust, REMIC or other Special
20 Purpose Vehicle.

21 Interrogatory number 4: Name the actual Lender, not the lender listed on the Note and
22 Deed of Trust (Greenpoint). This interrogatory asks for the name of the real investor, i.e.,
23 the names of the owners or holders of mortgage-backed bonds. If names are not available
then identify them as John Does 1-1000 and Jane Does 1-1000 being the owners and
holders of mortgage backed bonds issued by the Remic or other Special Purpose Vehicle.

Interrogatory number 5: Identify the Investment Banker or Underwriter of the MBS or SPV

Trust or other REMIC, and the CDO manager for said Investment Banker or Underwriter.

1 Interrogatory number 6: Identify the Secondary markets in which any Mortgage backed
2 Securities (bonds), that were part of the same MBS or SPV Trust or other REMIC in which
3 Debtor's Note or Obligation was included, were traded, sold, encumbered, bought or
4 secured with risk pooling securities or agreements, derivative or otherwise.

5 Interrogatory number 7: Identify every other person or entity that ever owned the note,
6 held the note, owned the right to enforce the note, or claimed any of the same from the
7 note's inception to the present, providing all relevant dates, and providing in what capacity
8 they held, owned or claimed to hold or own, such as whether they did so in their own right
9 or on behalf of another person or entity.

10 Interrogatory number 8: Supply all pertinent details, such as dates, parties to the
11 transaction, price and similar details for all transaction in which this Note or a servicing pool
12 containing the Note was sold or otherwise transferred to any MBS or SPV Trust or other
13 REMIC, and if it was pre-sold thereto include all pertinent details in your answer.

14 Interrogatory number 9: Supply all pertinent details, such as dates, parties to the
15 transaction, price and similar details for all transactions in which this Note or a servicing
16 pool containing this Note was sold or otherwise transferred by any MBS or SPV Trust or
17 other REMIC.

18 Interrogatory number 10: Supply all pertinent details, such as dates, parties to the
19 transaction, price and similar details for all transactions in which the Note was purchased
20 by you.

21 Interrogatory number 11: Identify all MBS or SPV Trust or other REMICs in which you are
22 a participant, including as a bank, investment bank, originator, mortgage company, other
23 financial institution, master servicer, servicer, subservicer, underwriter, holding company,
investor, asset manager, collateral administrator, or trustee.

Interrogatory number 12: Provide the exact legal names of all MBS or SPV Trust or other

1 REMICs that included this Note or the pool containing the Note, identify the pooling and
2 service agreements in which the Note was included, identify the tranches in which the Note
3 was included, and the precise location in all such documents, and exhibits thereto, in which
4 the Note or Debtor's loan is listed, including any loan numbers or other identifying numbers
5 listed therein.

6 Interrogatory number 13: Fully identify all credit enhancement used in the establishment
7 or otherwise connected with the MBS Trust or other securitization that at any time included
8 the Note, such as Credit Default Swaps, insurance, pooling and service agreement terms,
9 cross collateralization provisions, bond indenture terms, over-collateralization provisions,
10 description of tranches, buy-back provisions, call provisions and reserves.

11 Interrogatory number 14: Provide a detailed account of all funds paid to the MBS or SPV
12 Trust or other REMIC from any source in the above interrogatory, as well as from any
13 government fund source, including but not limited to TARP funds, payments on notes made
14 by Debtor, and on guarantees made by any other entity, and how each such payment was
15 applied.

16 Interrogatory number 15: If a loan was removed from a MBS or SPV Trust or other
17 REMIC, such as being returned to the originator, or any other entity, including you, in
18 connection with such a transaction, identify any and all payments to any party pertaining
19 to any insurance, guarantees, and CDS payments.

20 Interrogatory number 16: Identify any and all other payments to any party pertaining to
21 any insurance and CDS payments, in any way pertaining to the Note or Debtor's obligation.

22 Interrogatory number 17: Was there any subrogation provision included in any CDS,
23 insurance policy, or other agreement with any entity or source that provided funding on
account of notes in any MBS Trust or other SPV?

Interrogatory number 18: Has the Federal Reserve received documentation granting it
care, custody or control over the SPV or MBS Trust or the underlying notes and mortgages,

1 or do you have any reason to believe that it has been granted such care, custody or
control?

2 Interrogatory number 19: Has the U.S. Department of Treasury received documentation
3 granting it care, custody or control over the SPV or MBS Trust or the underlying notes and
4 mortgages, or do you have any reason to believe that it has been granted such care,
5 custody or control?

6 Interrogatory number 20: State the date that the note was endorsed or delivered to you or
7 to you on behalf of the trust, or to the trust and state the amount and/or identity of each and
8 every consideration that was paid or transferred in consideration of such endorsements or
9 deliveries, including the date of each such payment or transfer, and the identity of the
payee or transferee, and identify each and every document that can verify these facts.

10 Interrogatory number 21: Detail all full or partial payments in the form of cash or other
11 consideration paid by or on behalf of any and all parties obliged to pay on or because of
12 the note to any and all parties entitled to enforce it, or arguably entitled to enforce it,
13 including Greenpoint, MERS, you, as well as any MBS or SPV Trust or other REMIC,
14 including but not limited to any third party trust, credit default swap party, other credit
15 default insurance party, private mortgage insurance party, other insurance or guarantee
16 party, U. S. Troubled Asset Relief Program (TARP bailout funds), payments from a cross-
collateralized or over-collateralized source, and otherwise.

17 Interrogatory number 22: Identify every credit default swap, other credit default insurance,
18 private mortgage insurance, other insurance or guarantee that insures now or insured in
19 the past the pool or its certificate holders against loss in the event of default, or
20 downgrading of the rating of the security, or loss of market value of the security.

21 Interrogatory number 23: List every payment received by you from the U. S. Troubled
22 Asset Relief Program (TARP bailout funds), regardless of whether any such payment
pertained to the Note.

1 Interrogatory number 24: List every payment received by you from another third-party,
2 such as credit default swap, other credit default insurance, private mortgage insurance,
3 other insurance or guarantee, and any cross-collateralized or over-collateralized source,
and otherwise.

4 Interrogatory number 25: As to each and every collateralized debt obligation, structured
5 debt collateralized debt obligation, including the pool, that ever owned the note, held the
6 note, owned the right to enforce the note, or claimed any of the same from the note's
7 inception to the present, identify the CDO's underwriter, the asset manager, the trustee, the
8 collateral administrator, the accounting firm and the law firm or law firms that set up the
CDO.

9 **REQUESTS FOR PRODUCTION:**

10 Request for production 1: A copy of all agreements between the bond, mortgage
11 bond, or mortgage bond trust and the "Lender" and/or any "Beneficiary" of the Note.

12 Request for production 2: A copy of the mortgage bond indenture from the bonding
13 source that provided the funds that were directly or through other entities loaned to Debtor.

14 Request for production 3: A copy of all mortgage pool servicing agreement, or other
15 document that serves the same purpose, in which Debtor's Note or Obligation was ever
16 included as an asset in any mortgage backed security or asset backed security, .

17 Request for production 4: A copy of all documents that set forth the powers and
18 authorities of the trustee, or you, to act on behalf of the pool or certificate holders, and
19 include any resolutions or other special authorizations that provided powers or authority to
the trustee that are pertinent to the note and/or deed of trust.

20 Request for production 5: Produce a sworn accounting or set of sworn accountings
21 that establish that there has been an unbroken chain of consideration for the transfer of the
22 real ownership of the note from the real source of the funding of the loan to the current
purported real holder of the note and that set forth each and every time consideration was

1 paid or transferred and the exact amounts, in the case of monetary consideration, or exact
2 identity of other consideration, in the case of other consideration, of each such
3 consideration.

4 Request for production 6: Produce the original note in Court at the upcoming
5 evidentiary hearing on the motion for relief from stay. Be advised that you must produce
6 the original note in Court. A copy will not be accepted. Only the original note is an
7 instrument.

8 Request for production 7: Provide an accounting of all consideration paid to the
9 purported real holder of the note nor any of its real predecessors in interest that detail all
10 full or partial payments in the form of cash or other consideration on the note from any third
11 party trust, such as credit default swap funding, other credit default insurance, private
12 mortgage insurance, other insurance or guarantee, U. S. Troubled Asset Relief Program
13 (TARP bailout funds), payments from a cross-collateralized or over-collateralized source,
14 or otherwise.

15 Request for Production 8: If true, produce an unsworn declaration under penalty
16 of perjury that there has been no consideration from any third party trust, such as credit
17 default swap funding, other credit default insurance, private mortgage insurance, other
18 insurance or guarantee, U. S. Troubled Asset Relief Program (TARP bailout funds),
19 payments from a cross-collateralized or over-collateralized source, or otherwise to the
20 purported real holder of the note nor any of its real predecessors in interest.

21 Request for Production 9: Produce all documentation that can verify the details of each and
22 every consideration that was paid or transferred in consideration of all endorsements and/or
23 deliveries of the Note, including the date of each such payment or transfer, and the identity
of the payee or transferee.

Request for production 10: If the MBS or SPV issuer defaulted in whole or in part, or is it
about to default, produce documentation that provides information pertaining to said

1 default.

2 Request for production 11: Provide any documentation that provides any information
3 concerning the write-down of value of MBS or SPV securities that was declared by CDO
4 manager/Trustee of the MBS or SPV Trust.

5 Request for production 12: Provide all of your records and other information in your
6 possession and those of your parent companies, affiliates, subsidiaries and any other entity
7 from whom you have a right to obtain document and records delivery, pertaining to the
8 loaned funds, the note, payments or other transactions for purchasing the note or rights in
9 the note, servicing rights, transfer of servicing rights, and payments made on the note.

10 Request for production 13: Provide a complete copy of all records and other information
11 in the possession of MERS pertaining to the loaned funds, the note, payments or other
12 transactions for purchasing the note or rights in the note, servicing rights, transfer of
13 servicing rights, and payments made on the note. As a member of MERS you are entitled
14 to this information on request. Debtor knows you are a member of MERS because you are
15 listed as such on its website.

16 Request for production 14: Provide all SEC filings, pooling and servicing agreements, Trust
17 Agreements, all prospectus, any sales agreement, master service agreements,
18 assignments, assumptions, copies of indorsed notes, allonges, reports and exhibits
19 showing contents of MBS or SPV Trust, including the contents of the total pool, as well as
20 the contents of each tranche. Include and pinpoint for Debtor where in these documents
21 his specific note can be found in the "roll," "exhibits," or otherwise in said documents.

22 These generally provide the actual mortgage amount, origination date, type of mortgage,
23 balloon date and state of origination, which one can use to located this particular mortgage.

Request for production 15: Provide a copy of the bond indenture provided to the holders
of mortgage-backed bonds in which Debtor's Note or Obligation was pooled as an asset
in favor in said bond holders.

1 Request for production 16: Provide a complete history of secondary market activity for the
2 MBS, SPV, or other REMIC, pertinent to Debtor's Note, with dates and printout or copies
3 if available.

4 Request for production 17: Provide documents containing the history of each Trust or other
5 SPV that the Note was included or otherwise involved in, including its current status, and
6 that whether each MBS Trust SPV or other SIV was ever reported to the SEC.

7 Request for production 18: Provide copies of whatever instrument created the Trust.

8 Request for production 19: Provide all copies of the Distribution Reports for all MBS Trusts
9 and SPV that ever included or involved the Note that were provided to the mortgage
10 bondholders, MBS certificate owners, other investors, SEC, or other person or entity.

11 Request for production 20: Produce all documentary evidence that you purchased the note
12 from Greenpoint and/or whoever else you purchased it from.

13 Request for production 21: Provide copies of all insurance policies, and other guarantee
14 or CDS documentation.

15 Request for production 22: Provide a copy of the documentation that contained any
16 subrogation provision included in any CDS, insurance policy, or other agreement with any
17 entity or source that provided funding on account of notes in any MBS Trust or other SPV

18 Request for production 23: If the MBS or SPV issuer defaulted in whole or in part, or is it
19 about to default, provide all available documentation that details said default or impending
20 default.

21 August 15, 2009.

22 LAW OFFICE OF RONALD RYAN

23 /s/ Ronald Ryan
Ronald Ryan

The foregoing was emailed and faxed to: Josephine E. Piranio Pite Duncan, LLP 4375
Jutland Drive, Suite 200 P.O. Box 17933 San Diego, CA 92177-0933, fax (619) 590-1385;
emailed to: Chapter 13 Trustee and Debtor; and emailed and mailed to Foreclosure Defense
Group.