

**F I L E D**  
JACKSONVILLE, FLORIDA

**JAN 23 2013**

UNITED STATES BANKRUPTCY  
COURT MIDDLE DISTRICT OF  
FLORIDA JACKSONVILLE DIVISION

CLERK, U. S. BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA

In re:

Chapter 11

TAYLOR, BEAN & WHITAKER MORTGAGE  
CORP.,  
REO SPECIALISTS, LLC, and  
HOME AMERICA MORTGAGE, INC.,

Case No. 3:09-bk-07047-JAF  
Case No. 3:09-bk-10022-JAF  
Case No. 3:09-bk-10023-JAF

Debtors.

*Jointly Administered Under*  
*Case No. 3:09-bk-07047-JAF*

Dean and Marcielle Jacobs

Creditor.

**REQUEST FOR EXTENSION OF TIME TO RESPOND TO MOTION TO STRIKE CLAIM NO. 3514 FILED BY DEAN AND MARCIELL JACOBS AS (A) UNTIMELY FILED AND (B) FILED IN VIOLATION OF THE PLAN INJUNCTION, DOCKET NO. 6853 FILED BY NEIL LURIA, PLAN TRUSTEE FOR THE TAYLOR, BEAN & WHITAKER PLAN TRUST**

COMES NOW DEAN L. JACOBS AND MARCIELLE S. JACOBS, "Creditor" or "Jacobs" pro se and respectfully request the court to allow an extension of time to file a response to the Motion to Strike Claim No. 3514 filed by Dean and Marciell ("Marcielle") Jacobs as (a) untimely filed and (b) filed in violation of the Plan Injunction, Docket No. 6853 filed by Neil Luria, Plan Trustee for the Taylor, Bean & Whitaker Plan Trust (the "Motion") and the Jacobs state in support thereof:

1. Marcielle Jacobs is totally disabled and has been since 2010 and ill since 2001. She is currently undergoing intensive therapy to remove toxic levels of gadolinium from her system and is very ill.
2. The stress associated with this bankruptcy, the negotiations with the Plan Trustee and unresponsive requests for information have exacerbated her symptoms.

Additionally the Jacobs were evicted from their home of sixteen years on December 14, 2012, eleven days before Christmas.

3. The Jacobs had a call with Alisa Paige Mason (“Mason”) of Berger Singerman, LLP (“Berger Singerman”) on January 9, 2013 wherein Mason stated she did not receive a Jacobs’ email requesting information and other critical information for the call however was able to quote some of the content of the email during the call, allegedly information she either could have read in the email or was passed on to her from Michael Canali, a Navigant employee that was copied on said email. The Jacobs felt that the Plan Trustee representatives were not acting in good faith. Indeed James Gassenheimer also of Berger Singerman stated in a letter to the Jacobs attorney Matt Roth on September 6, 2012 who was not representing the Jacobs in this matter that he would file a motion for protective order on some of the information the Jacobs requested. The information is crucial to the Jacobs’ Claim.
4. On January 17, 2013, New York state judge Shirley Werner ruled in a hearing that Credit Suisse AG affiliates can't prevent the public from seeing new "unflattering" allegations that they stuffed mortgages they knew full well were shoddy into securities insured by MBIA Inc. The Jacobs claim just because information is “unflattering” in the TBW fraud, the Plan Trustee shouldn’t be allowed to claim privilege. The Jacobs are pressing for this information because it is essential to their Claim.
5. In the aforementioned email the Jacobs’ requested primarily the same information as in their Motion for Order to Examine Taylor Bean and Whitaker, Mortgage Corp. (“TBW”) Doc. No. 6034 and this court denied the Motion, Doc No. 6253 stating we

had a right to discovery following Federal Rules of Civil Procedure. The Jacobs added a request for loan level details of the itemized Trusts on their Amended Claim No. 3514 as well loan level detail of the pools of loans mentioned in Neil Luria's presentation, Taylor Bean & Whitaker Mortgage Corp. CARIBBEAN INSOLVENCY INSTITUTE PRESENTATION FEBRUARY 2012 and other information supporting the Jacobs' claim.

6. The critical information brought up at this meeting was that upon information and belief, the Jacobs' allege that Bank of America as Indenture Trustee, Collateral Agent and Custodian for Ocala Funding, LLC ("Ocala") aided and abetted the TBW fraud. The Jacobs' believe this because they have documents showing that their property was multiple pledged and the prior note outstanding, long after they "assumed" they had refinanced with TBW. Bank of America was the servicer on the loan and the originator, CHERRY CREEK MORTGAGE CO, INC. allegedly sold the loan to Countrywide which was later bought by Bank of America. Upon information and belief the prior note was multiple pledged and one or more were left unpaid. The Jacobs allege that Bank of America should have known and had several opportunities as Indentured Trustee, Custodian and Collateral Agent for Ocala to report the multiple pledged property, the one from the Jacobs' prior refinance and had a duty to alert Fannie Mae and Freddie Mac that the Jacobs' property was multiple pledged and being counted as assets by both Government Sponsored Enterprises (GSEs). The Jacobs' TBW loan was allegedly funded through Ocala according to the MERS Milestone Report provided by the Plan Trustee. Fannie Mae was the investor on their prior loan from the prior refinance and a representative of

Fannie Mae through our attorney told the Jacobs the loan had been liquidated in 2012 however it was still showing active in 2011. Our former attorney Jeff Barnes addressed the Jacobs' Qualified Written Request ("QWR") to both Countrywide and TBW. John Lippicott, then Associate Counsel in 2008 for TBW ineffectively responded to the Jacobs' QWR stating in his written response to our attorney:

Your letter makes a number of general statements about accusations that TBW may have engaged in predatory servicing or lending or "deceptive lending practices." Our investigation of your clients' mortgage loan has not uncovered any predatory servicing or lending or any "deceptive lending practices." TBW categorically denies that it has engaged in any of those activities with respect to any borrower and specifically denies those allegations in the case of your clients' loan.

...Although you demand copies of loan sale and servicing agreements, TBW is not obligated to provide photocopies of the actual agreements pursuant to which your clients' loan was transferred or pursuant to which we currently service your clients' mortgage. There are good reasons that we cannot provide those copies, including contractual obligations of confidentiality. The terms of such agreements are competitively sensitive information that TBW would not want its competitors to have, and therefore it does not disclose that information absent a court order guaranteeing its confidentiality. See Exhibit A.

7. On the call with Mason it was also discussed that Navigant was reviewer for Ocwen Loan Servicing, LLC's ("Ocwen") consent ordered foreclosure reviews and that Ocwen had foreclosed on the Jacobs (see article on Huffington Post on 11/16/2012 entitled Goldman Sachs and Litton Loan Servicing: A Very Uncomfortable Divorce). It was mentioned to Mason that it appeared to be a conflict of interest of the Plan Trustee, Neil Luria for TBW and employee of Navigant to also be the reviewer for the Ocwen foreclosure reviews and to also sit as Plan Trustee administering objections to claims and motions to strike where Ocwen is the foreclosing entity alleging a right to foreclose. To add further to this conflict, Neil Luria has signed several consent agreements on behalf of TBW.
8. We rescheduled the call to Friday at 3:00 p.m. EST and at 11:13 EST. The Jacobs received an email from Mason stating "Unfortunately, I will need to reschedule our call today. I'm copying my assistant so we can coordinate something for later next week. Thanks in advance." Jacobs replied, "That's fine. I'm going to file a Motion to Compel Production of Documents. Five years is a long time to be in the situation we are in and I have tried to work with you and Navigant but have not had any luck." The call was never returned and Mason's assistant never communicated in any way to "coordinate something" but James D. Gassenheimer and Alisa Paige Mason, both attorneys of Berger Singerman did manage to file the Motion first thing on the following Monday.
9. The court in denying the Jacobs' Motion to Examine wrote in the ruling, Rule 26 of the Federal Rules of Civil Procedure provides that "[p]arties may obtain discovery regarding any non-privileged matter that is relevant to any party's claim or defense."

FED. R. CIV. P. 26(b) (1). This court further stated that the Rules "require that discovery be accomplished voluntarily; that is, the parties should affirmatively disclose relevant information without the necessity of court orders compelling disclosure. *Bush Ranch, Inc. v. E.I. DuPont De Nemours & Co.*, 918 F. Supp. 1524, 1542 (M.D. Ga. 1995), *rev'd on other grounds*, 99 F.3d 363 (11th Cir.1996). Discovery is intended to operate with minimal judicial supervision unless a dispute arises and one of the parties files a motion requiring judicial intervention. Although the Jacobs received documents they were not given documents that are important to their claim. The Motion to Compel Production of Documents is prepared and the Jacobs' will soon file the Motion because the Plan Trustee is unresponsive to the Jacobs' requests for information.

10. The money set aside for homeowners' (approximately \$85 million) was also discussed. The Jacobs believe the answers they received from Mason were unsatisfactory regarding the allocation of the funds and recently found a presentation by Berger Singerman's Business Reorganization Team, Paul Singerman and John Brand published on or around 2007 that appeared to be an in-depth analysis of what to do with undistributed and unclaimed funds from Chapter 11 bankruptcies. Upon information and belief the Plan Trustee may be holding off settling with homeowners in the hope of controlling the distribution of unclaimed or undistributed funds. See JOURNAL AMERICAN BANKRUPTCY INSTITUTE written by Paul Steven Singerman and Jonathan T. Brand entitled "Doing Good" in Chapter 11 Liquidating Plans. Many homeowners would settle for "Doing Good" and yet are allegedly being treated with bias by the Plan Trustee and their attorneys.

11. Ms. Jacobs is a former Federal auditor with the Office of Inspector General and has over twenty-five years of finance, accounting and auditing experience as well as experience with due diligence at many fortune 100 companies and has been researching the issues surrounding the Jacobs' note(s). She is experienced in the aforementioned fields but needs help and additional time due to her illness. In addition, Ms. Jacobs, disabled and on Social Security is battling Goliath and a gaggle of lawyers and feels that she is a mere mosquito that has lost its sting on the toe of a giant. It is overwhelming and stressful to be so handicapped in a situation where the Jacobs' have lost everything and have been seeking (for five years) to find out what happened. (See Exhibit B) Additionally the Jacobs as taxpayers are concerned that Fannie Mae and Freddie Mac are being bilked (see recent articles on the Fannie Mae settlement with Bank of America for \$10 billion) by companies like Bank of America. In addition Bank of America is suing the FDIC and has a presence in the Ocala Funding, LLC bankruptcy.
12. Ms. Jacobs is ill and needs to recover and digest the new information the Plan Trustee is raising almost four months after the claim was amended on September 24, 2012.
13. Lastly the Plan Trustee has not denied that the Jacobs' loan/note was multiple pledged or pledged an unknown number of times therefore the Jacobs' assume that their note/loan has been multiple pledged or pledged an unknown number of times and the Plan Trustee cannot deny the allegation.

Wherefore the Jacobs respectfully ask the court to grant an extension of time to file a response to Neil Luria's Motion to Strike Claim No. 3514 filed by Dean and Marcielle Jacobs as (a)

untimely filed and (b) filed in violation of the Plan Trustee for the Plan Injunction, Docket No. 6853 filed by Neil Luria, Plan Trustee For the Taylor, Bean and Whitaker Plan Trust and granting such other further relief the court deems proper.

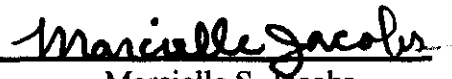
Dated this 21<sup>st</sup> day of January, 2013

Respectfully submitted;



---

Dean L. Jacobs  
PO Box 4623  
Parker, CO 80134



---

Marcielle S. Jacobs  
PO Box 4623  
Parker, CO 80134





Taylor, Bean & Whitaker Mortgage Corp.  
Office of General Counsel

Direct Dial: 678-742-4837  
Direct Facsimile: 678-742-4993  
E-mail: [jlippincott@taylorbean.com](mailto:jlippincott@taylorbean.com)

October 6, 2008

**Via Certified Mail**  
**Return Receipt Requested**

William Jeff Barnes, Esq.  
W.J. Barnes, P.A.  
1515 North Federal Highway  
Atrium Building, Suite 300  
Boca Raton, Florida 33432

Re: Dean and Marcielle Jacobs  
Property Address: 305 Rolling Hills Place, Parker, Colorado  
Loan Number: :

Dear Mr. Barnes:

Your "Qualified Written Request" dated August 8, 2008, was received by Taylor Bean & Whitaker Mortgage Corp. ("TBW") on August 11, 2008. TBW acknowledged your letter and told you that TBW would conduct an investigation and a written explanation of its findings by no later than October 10, 2008. Your letter of August 8, 2008 does not constitute a "Qualified Written Request" under the Real Estate Settlement Procedures Act ("RESPA") for reasons explained in detail below, and therefore no acknowledgment or written explanation is required by RESPA. Moreover, even if your letter of August 8, 2008 were considered a Qualified Written Request, TB&W would be under no obligation to provide you with a written explanation or clarification until 60 days after the date it received your letter *excluding legal public holidays, Saturdays and Sundays*. 12 U.S.C. § 2605(e)(2).

RESPA defines a Qualified Written Request as:

. . . a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, that --

- (i) includes, or otherwise enables the servicer to identify, the name and account of the borrower; and
- (ii) includes a statement of the reasons for the belief of the borrower, to the extent applicable, that the account is in error or provides sufficient detail to the servicer regarding other information sought by the borrower.



W. J. Barnes, Esq.

October 6, 2008

Page 2 of 4

"Servicing" is defined as "receiving any scheduled periodic payments from a borrower pursuant to the terms of any loan, including amounts for escrow accounts described in §10, and making the payments of principal and interest and such other payments with respect to the amounts received from the borrower as may be required pursuant to the terms of the loan." 12 U.S.C. § 2605(i)(3). Thus, RESPA's provisions with respect to borrower inquiries are intended to ensure that borrowers receive information pertaining to payments they have made, or the accounting for the amount they owe. RESPA is not intended to provide borrowers with the ability to conduct an inquisition into the origination of their mortgage loans, and is not intended to provide borrowers with the ability to harass their servicers by demanding a laundry list of documents and information unrelated to any belief that there is some error in the accounting for payments made in relation to a mortgage loan.

[REDACTED]

[REDACTED]

Although your letter does not constitute a Qualified Written Request and no further response to it is legally required, we have taken your request very seriously and have investigated the matters you raise in your letter. The following explanations, clarifications and responses should not be considered by you to be an acknowledgement that TBW is obligated to provide them, or a waiver of TBW's contention that your letter of August 8, 2008 does not constitute a Qualified Written Request under RESPA.

Your letter makes a number of general statements about accusations that TBW may have engaged in predatory servicing or lending or "deceptive lending practices." Our investigation of your clients' mortgage loan has not uncovered any predatory servicing or lending or any "deceptive lending practices." TBW categorically denies that it has engaged in any of those activities with respect to any borrower and specifically denies those allegations in the case of your clients' loan.

W. J. Barnes, Esq.

October 6, 2008

Page 3 of 4

You indicate that you believe the fees were excessive because of alleged improper disclosures. You specifically point to a \$475 "administration fee" and a "par premium" of \$2,701. But the disclosures were proper, and furthermore there is no causal connection between proper or improper disclosures and excessive or reasonable fees. The fees your clients paid were all disclosed to them and paid voluntarily without protest. On the Good Faith Estimate, you contend that there is no \$475 "administration fee." However, there is a \$500 "underwriting fee" on the Good Faith Estimate. On the HUD-1, there is no \$500 "underwriting fee," and there is a \$475 "administration fee." It appears that the fee amount *was reduced* from the Good Faith Estimate to the final HUD-1.

Next, you contend that your clients were charged a \$2,701 par premium. That is not true. A par premium is a fee paid by the lender to a broker as part of the broker's compensation.

[REDACTED]

[REDACTED]

[REDACTED]

Although you demand copies of loan sale and servicing agreements, TBW is not obligated to provide photocopies of the actual agreements pursuant to which your clients' loan was transferred or pursuant to which we currently service your clients' mortgage. There are good reasons that we cannot provide those copies, including contractual obligations of confidentiality. The terms of such agreements are competitively sensitive information that TBW would not want its competitors to have, and therefore it does not disclose that information absent a court order guaranteeing its confidentiality. In addition, these agreements contain information about loans other than your clients', and concerns about the financial privacy of other consumers prevent us from providing copies to you.

You further demand that TBW provide you with certain documentation in regards to your clients' loan. Neither RESPA nor any other statute requires TBW to produce documents you demand.

[REDACTED]

W. J. Barnes, Esq.  
October 6, 2008  
Page 4 of 4

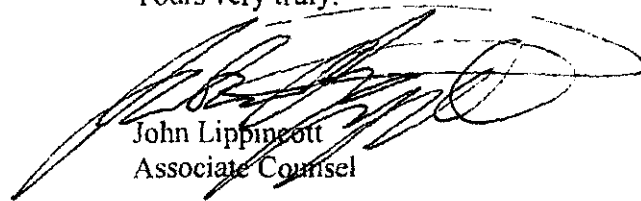
Any information you have requested that has not been provided is either unavailable since TBW is not in possession of the requested information, the requested information does not exist, or the requested information is privileged proprietary information and cannot be released by TBW.

Please be advised that many of the statements you have made in your letter are very serious, and TBW will take any action by you that is contrary to your obligations pursuant to the note and deed of trust very seriously and it is fully prepared to defend its actions and conduct in court if necessary.

Nothing in this letter should be construed as a waiver of any rights or remedies TBW may have against your client or any other person or entity at law or in equity. TBW expressly retains any and all rights and remedies and does not relinquish any of these rights or remedies.

Although your letter does not constitute a Qualified Written Request and no further response to it is legally required under RESPA, your clients' contact with TBW is Ms. Melinda Wheeler. Ms. Wheeler's direct dial telephone number is 352-236-7220. Ms. Wheeler will be able to assist you and your clients with any further requests.

Yours very truly,



John Lippincott  
Associate Counsel

Enclosures

**From:** Jeff Barnes <[wjbarnes@cox.net](mailto:wjbarnes@cox.net)>  
**To:** [marcie.jacobs@yahoo.com](mailto:marcie.jacobs@yahoo.com)  
**Sent:** Wednesday, March 25, 2009 1:25 PM  
**Subject:** Letter to TBW attorney [REDACTED]

## ***W. J. Barnes, P.A.***

*Attorneys at Law*

**William Jeff Barnes, Esq.**

*E-mail:*

*[wjbarnes@cox.net](mailto:wjbarnes@cox.net)*

*Member of Florida and Colorado Bars*

*Certified Circuit Civil Mediator*

*Telefax: (702) 804-8137*

*Certified Arbitrator ( Florida )*

***Boca Raton, Florida office***

***Las Vegas, Nevada office***

***1515 North Federal Highway***

***c/o International Mediation Associates***

***Suite 300***

***6655 West Sahara Avenue, Suite B200***

***Boca Raton , Florida 33432***

***Las Vegas , Nevada 89146***

***(561) 864-1067***

***(702) 222-3202***

***Please reply to: Nevada (via fax or e-mail)***

March 25, 2009

**VIA FAX AND E-MAIL**

**(678) 742-4993**

John Lippincott, Esq.  
Taylor, Bean & Whitaker Mortgage Corp.  
Office of General Counsel  
5150 Stilesboro Road  
Building 500, Suite 500  
Kennesaw , Georgia 30152

**[jlippincott@taylorbean.com](mailto:jlippincott@taylorbean.com)**

Re: **Dean and Marcielle Jacobs**; Loan No. [REDACTED]; property address: 305 Rolling Hills Place, Parker, Colorado

Dear Mr. Lippincott:

On January 7, 2009, I forwarded a letter to both faxed (fax receipt confirmed) and mailed [REDACTED]

[REDACTED] To date, no response has been received to that letter. We thus assume that TBW has no interest in resolving this.

As such and in view of the issues surrounding this mortgage loan, please provide copies of the following documents to the Nevada office of this Firm:

- (1) proof of custody of the original of the subject mortgage and Note;
- (2) copies of documents setting forth the present physical location of the original mortgage and the original note;

March 25, 2009 letter to John Lippincott re: Dean and Marcelle Jacobs, page 2 of 5

- (3) copies of documents setting forth the name, address, and telephone number of the physical custodian of the original note and original mortgage;
- (4) copies of all Pooling and Service Agreements, Custodial Agreements, Deposit Agreements, Master Purchasing Agreements, Issuer Agreements, Commitment to Guarantee Agreements, Release of Document Agreements, Master Agreements for Servicer's Principal and Interest Custodial Account, Servicer's Escrow Custodial Account Agreements, Release of Interest Agreements, or Trustee Agreements relating to the mortgage loan;
- (5) copies of documents setting forth the entire chain of title to the mortgage and note the subject of this action from the original lender to the present true owner and holder of the note and mortgage;
- (6) copies of documents setting forth any authority of any entity to collect monthly mortgage payments;
- (7) copies of documents which identify any transfer or assignment, by HUD, of any foreclosure rights to any party;
- (8) copies of documents setting forth any assignment of either the mortgage or note the subject of this action to any particular Specialized Investment Vehicle (SIV), CMO, CDO, MBS, CDS, or tranche(s) therein;
- (9) copies of documents setting forth the full name, current address, and telephone number of each holder of or investor in any SIV, CMO, CDO, MBS, or CDS which is collateralized in whole or in part by either the mortgage or note or any right incident thereto or thereunder;

(10) copies of documents concerning any consideration exchanged between any persons or parties in connection with the assignment or sale of any part of, or right under, or right incident to the mortgage loan (e.g. assignment or sale of mortgage, assignment or sale of note, assignment or sale of servicing rights, assignment or sale of right to income stream from borrower payments, assignment to a mortgage pool, assignment to any SIV, CMO, CDO, MBS, or CDS;

(11) copies of documents evidencing any agreement between the original lender or any other person or party and any appraisal company, appraiser, or mortgage broker relating to the mortgage loan or the real property subject to the mortgage loan;

(12) copies of documents evidencing any agreement between the original lender and any person or party relating to the servicing, in any respect, of the mortgage loan;

March 25, 2009 letter to John Lippincott re: Dean and Marcelle Jacobs, page 3 of 5

(13) copies of documents evidencing any agreement relating to the servicing, in any respect, of the mortgage loan;

(14) copies of documents comprising invoices, bills, or statements for any charges in connection with the mortgage loan, including but not limited to appraisals, inspections, BPOs (Broker Price Opinions), attorneys' fees, accounting fees, and the like whether or not identified on the HUD-1 Settlement Statement;

(15) copies of documents comprising the account servicing records in connection with the mortgage loan relating to calculation of interest, interest rate adjustments, ARM audits, and the like from the inception of the account to the present;

(16) copies of documents relating to any suspense or unapplied account transactions in connection with the mortgage loan from inception of the account to the present;

(17) copies of documents setting forth the assessment of any late fees and the treatment thereof (e.g. as liquidated damages, interest, or otherwise);

(18) copies of documents setting forth the reporting of any late fees as interest to the Internal Revenue Service;

(19) copies of all appraisals and property inspections concerning the real property subject to the mortgage loan;

(20) copies of all appraisals, evaluations, broker assessments, or other valuations as to the mortgage loan;

(21) copies of documents setting forth any forced-placed insurance on the real property subject to the mortgage loan;

(22) copies of documents setting forth any notice to the borrower that any person or party intended to force-place insurance coverage on the real property subject to the mortgage loan;

(23) copies of documents signed by the borrower authorizing the assessment, charge, or collection of any forced-placed insurance coverage;

(24) copies of documents setting forth all information contained within any mortgage servicing or accounting computer systems, including but not limited to Alltel or Fidelity CPI systems or any other software, concerning the servicing or sub-servicing of the mortgage loan from inception of the account to the present;

March 25, 2009 letter to John Lippincott re: Dean and Marcelle Jacobs, page 4 of 5

(25) copies of documents identifying any descriptions or legends of all codes utilized within any mortgage servicing or accounting system identified within your response to category number "24" above;

(26) copies of documents evidencing all payments made by the borrower or any third party on or toward the loan obligation the subject of this action at any time;

(27) copies of documents setting forth any credits applied against any balance due on the mortgage loan at any time, including amount of credit, date credit applied, source of credit, and obligation to which credit was applied (e.g. principal, interest, late fees, etc.);

(28) copies of documents setting forth the disposition of all payments made by the borrower or any third party in connection with the mortgage loan, including but not limited to documentation setting forth amounts assigned to or credited against principal, interest, insurance escrows or payments, tax escrows or payments, late fees, or any other charges;

(29) copies of documents setting forth the treatment of all taxes relating to the mortgage loan, including but not limited to establishment and maintenance of tax escrows, payment of taxes, refund of excess escrows, source of funds for tax escrows and payments, and the like.

(30) copies of all escrow analyses in reference to the mortgage loan from inception of the account to the present;

(31) copies of policies of insurance, including but not limited to private mortgage insurance, insurance in favor of any trustee or loan trust, or any other insurance which provides benefits to any party in privity with the original lender or successor thereto in connection with the mortgage loan;

(32) copies of documents setting forth any claims made against any policy of insurance the subject of category number "31" above;



(33) copies of documents setting forth any payments made or received in connection with any claim the subject of category number "32" above;

(34) copies of documents setting forth any denial or reservation of rights as to any claim made in connection with any policy of insurance the subject of category number "32" above; and

(35) copies of documents demonstrating any funding of the mortgage loan by any certificated or uncertificated security.

March 25, 2009 letter to John Lippincott re: Dean and Marcelle Jacobs, page 5 of 5

None of the requested documents are in any way "privileged" or subject to any claims of "privacy", and are fully discoverable in any litigation. In fact, at least one judicial district has issued a standing order commanding parties who seek to foreclose to produce many of these documents in connection with mandatory pre-suit Mediation and as a precondition of filing any foreclosure action. Other judicial districts have ordered parties seeking to foreclose to produce many of the requested documents, and have dismissed foreclosure actions with prejudice and in favor of the borrower upon noncompliance with discovery orders commanding the production of the subject information.

Please advise when the documents will be forwarded.

Sincerely,

Jeff Barnes, Esq.

**WJB/bhs**

*copy to: clients (via e-mail)*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been served Chief Judge Karen S. Jennemann 401 W. Central Blvd. Suite 1200 Orlando FL 32801-0180 mail to: Elena Escamilla, Trial Attorney, Office of the United States Trustee. U.S. Department of Justice Florida Bar No: 898414, 135 W. Central Blvd., Suite 620 Orlando FL. 32801 and served to via mail to: Edward J. Peterson, III (FBN 014612) **STRICHTER, RIEDEL, BLAIN & PROSSER, P.A., (Attorneys for the Debtor)** 110 East Madison Street, Suite 200 Tampa, FL 33602, and to Jeffrey W. Kelley (GABN 412296) **TROUTMAN AND SANDERS LLP, (Special Counsel to Defendants)** 600 Peachtree Street, Suite 5200, Atlanta, Georgia 30308

*Marcielle Jacobs*

**AFFIDAVIT**

STATE OF COLORAD §

COUNTY OF ~~ELBERT~~ *DOUGLAS* §

This instrument was acknowledged before me on the 22 day of January 2013 by *GH/mg* in the capacity stated therein.

*Christie Lee Harrison*  
Notary Public, State of Colorado

**CHRISTIE LEE HARRISON  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20124081400  
MY COMMISSION EXPIRES 12/18/2016**