D48333919

IN THE COURT OF COMMON PLEAS

CIVIL DIVISION

HAMILTON COUNTY, OHIO

ORIGINAL COPY

EMC MORTGAGE CORPORATION Plaintiff vs WILLIAM R. BRADLEY JR., ET AL. Defendant	: : : : : : : : : : : :	CASE NO. A9806228 **MOTION:** Requesting A Judicial Review Of The "Consent Judgment And Decree" Enter In The Foreclosure Proceedings; Along With The Related Terms Of The Modified Loan Agreement. And The Adjoining Plea For An Order Of Relief From The Unduly Acts Of Default, Unfairness, And Injustice Transpired In The Relations Of Our Mortgage Loan.

Now comes, William R. Bradley Jr., Et Al., the defendant in the above entitle cause; Acting in pro'se capacity, (and on behalf of the principle family members of interest in facto); I do hereby respectfully move this honorable Court to grant the request for a Judicial Review of the judgment regarding the "Consent And Decree" in the foreclosure proceedings; And the adjoining Plea for relief from the ensuing grievous action of default and unfairness associated with the terms of the "Modified Loan Agreement" and the existing relations of our mortgage loan. Based primarily on the following facts and "statement of reasons" presented here in support of said cause; As stated and clearly denoted here below:

FILED
OCT 22 12 54 PM '01
CLERK OF COURTS
HAMILTON COUNTY, OHIO

STATEMENT OF THE FACTS

I must now beseech the Court's indulgence as I elaborate on the circumstances surrounding the relations of our mortgage loan, and the ensuing foreclosure proceedings render in the pending judicial process. This is not the first; I was the principle party, who instigated, the previous foreclosure proceedings; my purpose here was to address the fact that our mortgage loan was being defrauded by the illicit lending practices of our two (prevous) mortgage companies (Lomas & Rall), both located in Texas. We enlisted HUD as a respondent in these proceedings, thus the matter here was readily resolve.

As HUD duly accepted the assignment of our mortgage loan. Unfortunately the term of their services here was short; As the commission of HUD duties and service policies was profoundly changed; HUD no longer functioned as the national authority governing operations of public housing and FHA mortgage loans. Realizing that HUD would be relinquishing the assignment of their mortgage loans and housing operations; (and thereby forsaking the assignment of the mortgage loan agreement), we immediately contacted the local office and seriously demanded the assignment of our loan is not to be transferred or sold to any mortgage company located in Texas; Contrary to our demands and vehement opposition, our mortgage loan was assigned to EMC Mortgage Corp. of Texas. Perhap, there was a more covert purpose; Considering the fact that during the short period of HUD loan assignment there was approximately $1,400., paid on the mortgage account; (Including a $1000. that was deposited in the Client Trust Account at Legal Aid), and my two monthly payments of $200. each). Undoubtedly, these funds was never applied to our account.

The fact we had been victimized by the illicit practices of the previous mortgage agencies, and the uncertianty of the principal holdings and monetary status of said account; We demanded the new mortgage co., (EMC), provide us with tangible proof and verification confirming the instrument & status of the Mortgage Loan Account; In which we requested proof of the principal balance owed on the account, and the distribution of monthly billings statements or a payment receipt booklet, to record and verify any and all transactions conducted on the mortgage loan. EMC never complied with our request, in which they virtually ignored the demand for said proof. We acted in-kind and virtually ignored their demand for any mortgage payment to be made to their company. Of course, their diversion from the proof was obvious, considering the fact that any authentic documents pertaining to the transactions of the previous mortgage companies would consist of documentation proving transgression defrauding our mortgage account With this in mind, I was persuaded to impose the ultimatum for the proceedings on foreclosure, and thereby urge EMC to resolve the matter before the Court. Thus, the related civil action proceeding became even more preferable in light of the fact our Courts here in Ohio did not have jurisdiction to adjudicate the illicit practices conducted by a company operating in Texas.

Therefore, no immediate legal remedy available to pursue justice for the misdoing of these ill-lawful lenders; However, the issue of their grievous acts become very significant and quite relevant in the proces of "Civile Jus" in a foreclosure proceeding.

The relativity of my efforts in pursuance to the civil action proceeding is clearly demonstrated and declared in the contents of my Motions & Legal Brief, presented before the Court in my rebuttal to the Plaintiff's claim. In which my pleadings consist of very same issues of fact presented here for said cause. Unfortunately, because of the prolonged trial process, and long-term continuation of the related Court procedures, (along with my absence from the case proceedings; due to my incarceration on an 18-months sentence); The issues of my pleading for said cause was virtually overlooked, un-noticed, and forgotten thereof.

Which now bring us to the unfortunate concession and signing of their "Loan Modification Agreement;" (Solely comprised via their application of "ex parte terms"). Whereupon careful consideration, we realized this was not a fair settlement but more so an unfavorable transaction that virtually added to the on-going burden and adversity transpired in our mortgage loan relations; Consisting primarily of the following "Order of Grievances" contained in the "Statement of Reasons" stated here below;

STATEMENT OF GRIEVANCES & REASONS

1. Coercion, Defects, & Unfairness Rendered In Conceded/Signing Of Loan Modification Agreement: At the time my sister,(Gwen Patterson), and I was convinced to sign the Loan Modification Agreement,(LMA), we were truly under duress; We both were exhausted with the lassitude and monotony rendered in the on-going foreclosure proceedings.And thereby anxious to promptly bring the matter of our Mortgage Loan to a close. (I was also pre-occupied with the recovery and sudden-disability resulting from the recent amputation of my right leg). So on the recommendation of our attorney, M's Livensparger,who urgently advised us that by signing the LMA, "we would avoid foreclosure, and subsequently bring the court-case to an end, saving our home/property and thereby resume the paying-obligation of our Mortgage Loan." Her comments here

appealing to our feelings and spirit at the time convinced us to sign. Whereby, the LMA document was comprised and transcribed "ex parte" contianing their partial-individual-terms, an unequalable consignment design to unfairly serve the sole interest and purpose of its producer, the plaintiff EMC Mortgage Corp. And also in defect of statements asserting facts not in evidence, nor true to claim. Therefore, the LMA should have never been presented to us to sign. (See Exhibit A, copy of Loan Modification Agreement).

2. The leading statement, (on page-1, 2nd paragraph, of LMA), stating in part,"In consideration of the mutual promises and agreement exchanged, the parties hereto agree as follows.....", is misleading and incorrect; In fact there was never any mutual discussion, consultation, nor interaction that my sister and I was a party to in relation to said agrement exchanged. In reading both the original Loan Modification Agreement and the subsequent "New Draft" of their Proposed LMA it is obvious the terms, comprised ex parte, is partial to unfairly serving the interest, and also benefits EMC Mortgage Corp. In which there are no consigment here to benefit or favor us.

3. The documents-"Note and Security Agreement" (referred to as debt evidenced), and "Note and Security Instrument", (mentioned in articles 1,2,4,5,and 6 of the LMA), is totally unknown to us; My sister and I have never seen, and/or have no knowledge of said documents; Therefore, we can not recognize or fully understand the obligations set forth in the terms of said Agreement, relative to the "Note and Security Agreement/Instrmt."

4. The subsequent"New Draft Of Their Proposed Loan Modification Agreement" submitted after the original Loan Modification Agreement, and thereto subscribed and presented in sequal, afterpiece; Such an aft-presentation is in default, and should be render none and void; Especially when their proposed afterpiece contain certain terms we totally oppose and disagree with; Which consist of the following proposed terms; contained in the New Draft-Proposed Loan Modification Agreement, (Exhibit B):

a) The first statement, (Article 1), the supposed additional sum of $807.00, (invoice of related fees &costs), to be added to "Unpaid

Principal Balance. Thisnoxious proposal of the assessment of said additional cost was unfounded; We totally disagreed with this unsubstantiated claim. And strongly opposed the admission of said cost to be added to the principal balance of our loan.

b) Article 4, proposes "the lender would like Mr. Bradley to secure his own insurance policy and pay his own taxes. The lender would like to be made loss payee under Mr. Bradley policy as required by the mortgage document." We deem the terms of this provision to unfair and neglectful; Requiring us to pay our property taxes is contrary to the requirements governing FHA Mortgage Loans; And as such, should be disallowed. See copy of Property Tax Bill,(Exhibit Ba).

c) Article 7, Refere to the commencing of the principal debt, which states in part, "the lender will credited the $1,600.00 (lump sum payment from our Legal Aid's trust account) and approximately $420. of the six monthly payments to principal. With the new principal expected to be $9,858.02. Payments on that figure amortized over 10 years; These terms was contrary to the related provision of same said terms described to us in 2-letters we received from attorney M's Livensparger; (Exhibit C; Letter dated April 18, 2001, addressed to Rick DeBlasis, Attorney with LS&R for EMC), Her calculations for exact same debt, effective same said time period, May 1,2001, was the amount of $8,994.02 unpaid principal balance;(less the $1,600 lump sum payment less $1,284 six monthly payments at $214.);(Exhibit D; Letter dated September 19, 2000, addressed to me and my sister Gwen). Refers to the terms of the formal repayment agreement,relates "The loan will be finaced over a five year period.An obvious diffirence in the contradiction of the two-underlined-references here.

5. In reference to the enomous figure, the preposterous alleged amount of said $11,878.02,"Unpaid Principal Balance" (stated on page 2, Article 2 of the LMA; Exhibit A; But not mention in the subsequent "New Draft-Proposed LMA, Exhibit B); Is certainly an unfair and astronomical cost assessment charged to the principal balance of our Mortgage Loan; In that it more-than-doubled the amount of the original "unpaid Principal Balance due at the time the mortgage loan assignment was tranferred to EMC; It is very close to the original cost of $13,000.00-purchasing price charged via the approval of the Mortgage Loan Agreement transacted in 1968;(Less

the $11,878.02 from $13,000.00 = $1,121.98); Figuratively, an enormous capital gain; That substantially exceed the amortized rate proviso to the instrument of said debt on our Mortgage Loan; Furthermore, the alleged principal balance is also excessive and contradictory relative to the rate of said amount of $7,094.75 necessary to reinstate our loan through April 28, 2000; (This offer was made in reference to a letter from Lerner, Sampson & Rothfuss O/C EMC Mortgage Corp. addressed to me April 9, 2000; Exhibit E); Whereas, the offer of said amount for reinstatement occurred within the same year as the Loan Modification Agreement, (approximately 4-months prior), the increase of $3,783.27, assessed to the principal in such a short period is irrational and unsuitable for the cost render thereof. Undoubtedly, the amount of said unpaid principal balance clearly presents an undue hardship hindering our ability to meet the terms of the LMA. (No assessment how said total was accumulated).

6. We also disagree with the terms defined in Article 4, which states in part, "The borrower will make all payments of taxes, insurance premiums, assessment, escrow items, impounds, and all other payments that borrower is obligated to make under said Security Instrument"; These unduly terms also present a state of adversity and hardships that can hinder our ability to comply with the requirements of the LMA.

7. The lender has fail to comply with following terms of the Loan Modification Agreement as stated here below; Whereby the lender is found to be in default of said terms the modified loan agreement should be render void; or some punative adjustment made; Thus the lender will suffer the same manner of consequent or related penalty as the borrower if he fail to comply or found in default.

a) Article 2(b) & (c), (page 2 of LMA), refers to the probationary period (starting in November, 2000, ending April, 2001); Commencing May 1, 2001, a new monthly payment amount. The provision of same said terms is mention in letter addressed to us, Sept.19, 2000, (Exhibit D); Also mention in letter to Rick DeBlasis April 18, 2001, (Exhibit C); Another letter to Mr. DeBasis, dated May 9, 2001, (Exhibit F), reminding him of same said terms; All the above references has virtually been ignored and said terms remain in default

b) Article 3, (page 3 of LMA), States "Borrower will make payments required hereunder at **EMC Mortgage Corporation, 909 Hidden Ridge Drive #200, Irving, Texas 75038,** or at such other place as lender may require. We have not been notified of said terms for this payment arrangement; Which long overdue, as we are still making our monthly payments to the Legal Aid Trust Account. See letter from our attorney, M's Livensparger, addressed us October 26, 2000, confirming the terms of said payment arrangement; (Exhibit G); And reference made in letter to Mr. DeBlasis May 9, 2001, (Exhibit F), relating to said terms of of the payment arrangement. As said terms remains inactive and also in default by the lender.

c) Article 7, (page 3 of LMA), States, "If Borrower fully and timely performs under paragraph 2.a. and 2.b. hereinabove, then lender shall tender to the Court an Entry Vacating the Decree and Dismissing the Complaint in said matter." We have faithfully performed under said terms via the timely payments made to Legal Aid Trust Account; Said Entry to the Court Vacating-Dismissing the Complaint has not been tendered or transacted; As said provision remain virtually in default.

8. We have had no communication with the lender (EMC), regarding our mortgage relations and modified loan agreement; We have not been informed on such matter as the payment disbursements, relative to the funds paid on our loan account, nor have we been notified of the principal balance or any other transaction conducted on said loan agreement; Our attorney also has not had any informative communication with our lender; As indicated in her letter to Mr. DeBlasis, May 9, 2001, (Exhibit F); And the fact that our attorney has not contacted us regarding any of the above mortgage-related-information. The lack of communication and the noncomforming disposition by our present lender is the exact same manner of impropriety and unduly conduct render via the illicit behavior of our previous lender. Thus this act of non-communication and noncomformity could indicative of some misdoing or unscrupulous activity. I suggest some order demanding a report of related loan transactions be presented forth with. It seems their behavior here is similar to that which initiated my motive to act in response to the very same cause of said misconduct and ploy-defrauding our account.

9. My pleading of said cause regarding misappropriation of funds, amounting the approximate sum of $3,365.43; (Consisting of payments we made on our mortgage, that was not applied to our account). As my claim for said cause was clearly articulated and substantiated in my Brief submitted in Rebuttal to Plaintiff's claim, virtually went un-noticed and thereby unfairly render void in the foregoing foreclosure proceedings. I hereby re-submit my claim regarding same said cause; As described in following transactions relative to the 3 previous lending assignment of our mortgage loan;

a) Lending Assignment Of Lomas Mortgage Co.: Who illicit lending practices consisted of requiring excessive deposits in the escrow account; And failure to properly apply payment funds to our mortgage loan account; The total amount defrauded here was $1,497.86. The initial claim for the funds related to the "excessive escrow deposits" resulted in a Class Action Suit settlement, we decline form being a party to; (the net gross for the Class Settlement was $1.92). The following legal action for said claim was adjudicated in a "Bankrupcy proceeding", (file on behalf Lomas); I did filed a Proof Of Claim Statement" (Exhibit H), regarding the debt of said defrauded funds. again the civil action resulted Bankrupcy Settlement Agreement; My claim for said debt was judicially absolved thereof, no relief nor recovery; Also see Statement Of Defrauded Transactions Account Expenditures, addressed to our attorne, M's Livensparger May 6, 1996, (Exhibit I); & (Exhibit Ha).

b) Lending Assignment Of Rall Mortgage Corp.: Where the already defrauded account was transferred here from Lomas; During their lending assignment they fail to provide with billing statement or any form record of the related trnsaction render on our mortgage account; The amount defrauded here was $467.67, of unreported funds paid on our mortgage account. As a result of new ownership, a change of name from Rall Mortgage Corp to "Primewest", my effort to recover said claim of defrauded funds was negated thereof.

c) Lending Assignment Of HUD: Who accepted the assignment of our mortgage loan following my complaint against Lomas & Rall; HUD assignment was relatively short. They received a $1000.00 lump sum payment from our deposit of the Legal Aid's Trust Account, and 2 monthly mortgage payments from me; $200. each; None of the $1,400. paid here was applied to our mortgage account.

Note: The Misappropriations Of Funds Due To: Lomas-$1,497.86 + Rall $467.67 + HUD-$1,400.00 = $3,365.43.

10. It appears that sometime during the course of these proceedings our attorney M's Sue Livensparger my have suffer from a stroke or some other related illness resulting in rather slight case mental impairment; She was not exactly competent in her latter legal efforts as our counselor; She was not all that effective in fully representing our cause, and thereby serving our best interest in terms of the Loan Modification Agreement; It also seem as though the Plaitiff's attorney may have notice her ineffectiveness, considering the sudden escalation of the highly individualize-partial terms, and subsequent proposal of the same; Of course we truly appreciate M's Livensparger legal efforts sustained here in avoiding the order foreclosure. And do welcome her effective legal assistance in support of our foregoing cause here.

We pray this Honorable Court will duly acknowledge the foregoing "Statement of Reasons" soundly supporting our cause here in this Motion; And thereby adjudicate this matter according to the rule of merit and fairness of justice declared therein.

Enclosures:

10 Items Of Exhibits (A thru I): Submitted as evidence supporting said Cause; Listed on following Page "10" attached hereto.

Respectfully Submitted,

William R. Bradley Jr.

William R. Bradley Jr., Defendant
1853 Carll Street Cincinnati, OH 45225

CERTIFICATE OF SERVICE

I, William R. Bradley Jr., the defendant, do hereby certify that a true copy of the foregoing Motion has sent to the following persons and/or party; The office of Lerner Sampson & Rothfuss, attorney for Plaintiff, located at 120 E. Fourth Street, Suite 800, Cincinnati, OH 45202; Legal Aid attorney M's Sue Livensparger, located at 215 East Ninth Street, Suite 200, Cincinnati, OH 45202; HUD Office located at 525 Vine Street, Suite 700, Cincinnati, OH 45202-3253; Deliver to all via the postal services of U.S. Mail, on this 15 day of October, 2001.

Date October 15, 2001 Signature William R Bradley Jr.

LIST OF EXHIBITS

1. **Exhibit A;** LOAN MODIFICATION AGREEMENT
2. **Exhibit B:** Subsequent-"New Draft Of Proposed Loan Modification Agreement
3. **Exhibit Ba:** Copy of Real Estate (Property) Tax Bill
4. **Exhibit C:** Letter Dated April 18, 2001, Addressed to Rick DeBlasis, Attorney with LS&R for EMC, from our Lawyer, Sue Livensparger.
5. **Exhibit D:** Letter Dated September 19, 2000, Addressed to me and my sister (Gwen), from our Attorney, Sue Livensparger.
6. **Exhibit E:** Letter addressed to me April 29, 2000, From Lerner, Sampson, & Rothfuss, (LS&R), o/c EMC Mortgage Corp.
7. **Exhibit F:** Another Letter from M's Livensparger, Addressed to Mr. DeBlasis Dated May 9, 2001.
8. **Exhibit G:** Letter from M's Livensparger, addressed to us October 28,2000, confirming terms of said payment arrangement.
9. **Exhibit H:** Proof Of Claim Statement; Subscribed to and submitted to U.S. Bankrupcy Court, April 15, 1996.
10. **Exhibit Ha:** Proof Of Related Transactions Resulting In Funds Defrauded From Our Account.
11. **Exhibit I:** Statement Of Defrauded Transactions Account Expenditures, etc, Addressed to our Attorney, M's Livensparger May 6, 1996.

LSR No. 200005211

Exhibit A

LOAN MODIFICATION AGREEMENT
(Modification and Extension of Real Estate Note and Lien)

This Loan Modification Agreement ("Agreement"), made this ____ day of October, 2000, between William Bradley ("Borrower") and EMC Mortgage Corporation ("Lender"), amends, extends and supplements (1) a certain Mortgage (the "Security Instrument"), dated and recorded on June 30, 1969 in Mortgage Book 3699, Page 316, of the Hamilton County Recorder's Records, and (2) the Note bearing the same date as and secured by the Security Instrument, which covers the real property described in the Security Instrument ("Property") commonly located at 1853 Carll Street, Cincinnati, Ohio, and further described as follows:

> SITUATED IN THE CITY OF CINCINNATI, COUNTY OF HAMILTON AND STATE OF OHIO AND BEING LOTS NOS. 151 AND 152 OF THE SUBDIVISION OF JOHN GEIGER ESTATE, SITUATE IN SECTION 26, TOWN 3, RANGE 2, MIAMI PURCHASE AS SAME APPEARS ON THE PLAT OF SAID SUBDIVISION.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The debt evidenced by the Note and Security Agreement has fully matured by the terms of those documents. However, amounts remain due to the lender thereon as set forth herein. In order to ensure payment by the Borrower of the sums set forth herein as remaining due, the obligation and the lien created thereby are expressly renewed hereby with a new maturity date of September 30, 2010 (the "Maturity Date"). The

undersigned agree that this change shall in no manner affect or impair the indebtedness or the lien securing same. The purpose of this Agreement is to extend and/or rearrange the time and manner of payment of the remaining indebtedness and to carry forward all liens securing same, which the undersigned acknowledge to be valid and subsisting.

2. As of October 31, 2000, the amount due and payable under the Note and Security Instrument (the "Unpaid Principal Balance") is $11,878.02. Borrower promises to pay the new Unpaid Principal Balance to Lender according to the following schedule:

a. Borrower shall pay to Lender the sum of $1600.00 in certified funds, cashier's check, or attorney trust account check on or before October 31, 2000;

b. Borrower shall pay to Lender the sum of $214.00 monthly on the tenth day of each and every month commencing November, 2000, and continuing through and including April, 2001. There will be no grace period for these payments;

c. Commencing May 1, 2001, and for the remaining period ending with the New Maturity Date, Lender will reamortize the amount remaining due hereunder at a fixed interest rate of 7.5 percent per annum, and upon notice provided by Lender of the new monthly payment amount, Borrower will make the new monthly payments to Lender on the tenth day of each and every month until the New Maturity Date. A monthly late charge of $10.00 will be assessed on any payment not received by the due date.

3. Borrower will make all payments required hereunder at **EMC Mortgage Corporation, 909 Hidden Ridge Drive, #200, Irving, Texas 75038**, or at such other place as Lender may require.

4. Borrower will comply with all other covenants, agreements, and requirements of the Note and Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument, all of which terms and provisions remain in full force and effect, except as specifically modified by the terms hereof in this Agreement.

5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.

6. A default hereunder or a default under any of the terms of the Note and/or Security Instrument shall constitute a default under the Note and Security Agreement, and shall entitle Lender to all of its rights and remedies provided for therein.

7. Borrower and Lender will enter into a Consent Judgment and Decree in Foreclosure for the amounts set forth herein, which document will be placed of record in the foreclosure proceedings now pending in the Court of Common Pleas for Hamilton County, Ohio, under Case No. A9806228, styled *EMC Mortgage Corporation vs. William R. Bradley, Jr., et al.* Said decree shall provide, however, for a stay of execution during faithful performance under the terms hereof. If Borrower fully and timely performs under paragraphs 2.a. and 2.b. hereinabove, then Lender shall tender to the Court an Entry Vacating the Decree and Dismissing the Complaint pending in said matter. On the other

Exhibit B

DONALD M. LERNER
KIRK SAMPSON
RICHARD M. ROTHFUSS*
RICK D. DEBLASIS
KATHLEEN E. HAYES*
ALAN J. ULLMAN*
FRANCIS J. DICESARE
SARA M. PETERSMANN
JOHN R. CUMMINS*
ROMI T. FOX
CRAIG A. THOMAS
CARLOS S. RAMIREZ
JEFFREY M. HENDRICKS*
MELISSA J. WHALEN*
MICHAEL R. BRINKMAN*
CHRISTINA M. LIEPOLD
VANITA S. FLECKINGER*

LERNER, SAMPSON & ROTHFUSS
A LEGAL PROFESSIONAL ASSOCIATION
EIGHTH FLOOR
120 EAST FOURTH STREET
CINCINNATI, OH 45202-4007

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SHAWN R. RYAN*
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CHRISTOPHER J. SIEGEL
S. SCOTT MARTIN
CHANNING L. MATHIAS
CHARLES J. LEMBERG
PAMELA S. PETAS*
BRAD G. BRAUN+

*ALSO ADMITTED IN KENTUCKY
+ADMITTED IN KENTUCKY ONLY

RECEIVED
OCT 25 2000
LASGC

October 25, 2000

Sue Livensparger, Esq.
LEGAL AID SOCIETY OF GREATER CINTI

VIA HAND DELIVERY

IN RE: EMC Mortgage Corporation vs. William R. Bradley, Jr., et al.
Case No. A9806228
EMC Loan No. 1637495
LS&R No. 200005211

Dear Ms. Livensparger:

With this letter, I am tendering to you a new draft of our proposed Loan Modification Agreement. I believe it is in accordance with our telephone conversation of last night. Following are the changes I made to address the issues raised in your October 11 letter, as we discussed:

1. Unfortunately, the figure Shannon provided to you as the payoff for the loan was mistaken. Even as he sent the payoff to you, our invoice for attorney fees and related costs was outstanding to our client, and their check for the amount was issued to us shortly thereafter. The lender has its out-of-pocket costs to the loan in accordance with paragraph 11 of the Mortgage. The additional sums arise from the following:

Preliminary Title Service	$275.00
Lis Pendens Title Update	100.00
Court Costs expended	320.00
Deposition Costs	112.00
TOTAL	**$807.00**

2. We agree to make the payments due on the 10th of each month, but with no grace period.

3. Same response.

4. The lender would like Mr. Bradley to secure his own insurance policy and pay his own taxes. The lender would like to be made a loss payee under Mr. Bradley's policy as required by the mortgage documents. The insurance the lender purchases is much more expensive than that the homeowner can purchase, and it covers only the amount of the outstanding debt, and not the homeowner's equity in the house. However, the ongoing

payment will be significantly less than the $214.00 monthly payment described in paragraph 2.b. Remember, the $214.00 payment lasts only until April of 2001.

5. I have provided for notice to you in the event of a default during the probationary period. The Agreement also calls for a complete dismissal of the case after the probationary period, so there is no danger of a quick foreclosure sale after that.

6. We will accept Legal Aid's trust account check for the $1,600.00.

7. The payments will be applied to simple interest at the rate of 7.5 percent per annum, and then to principal. After the probationary period, the lender will have credited the $1,600.00 lump sum payment and approximately $420.00 of the six monthly payments to principal. So, I would expect that the new principal commencing May, 2001, will be about $9,858.02. Payments on that figure amortized over 10 years at the rate of 7.5% come to approximately $116.30. Any bank, and many calculators can show Mr. Bradley how each payment will be applied.

8. I think I answered the concerns raised in paragraph 8 of your letter above.

On the payment stream following the probationary period, the Lender has asked me to include a late charge of $10.00 for any payment not made by the 10th of the month. I believe this addresses all of your issues. I trust that we can move this matter to completion now. Please let me know if you have further concerns. Thank you for your help.

Very truly yours,

LERNER, SAMPSON & ROTHFUSS

Rick D. DeBlasis

RDD
Cc: Annette Anderson
(via fax: 972-444-3307)(with 5-page agreement)

Exhibit Ba

ROBERT A. GOERING
HAMILTON COUNTY TREASURER

HAMILTON COUNTY REAL ESTATE TAX BILL-- SECOND HALF 1999

BOOK PLAT PARCEL	PROPERTY OWNER	PROPERTY DESCRIPTION
201-0039-0335-00	BRADLEY WILLIAM R JR & BRENDA	1852 CARLL ST 95.50 X 157.75 IRR LOT 151 J GEIGERS EST SUB
TAXING DISTRICT/CLASS		
001 RESIDENTIAL	STUB # 192041 5	

MARKET VALUE		ASSESSED VALUE (35% OF MARKET)	FULL TAX RATE (mills)	REDUCTION FACTOR	EFFECTIVE TAX RATE (mills)
LAND	16800	5880			
BUILDING	45200	15820	83.67	0.318945	56.983894
TOTAL	62000	21700			

CALCULATIONS

GROSS REAL ESTATE TAX	1815.64
- REDUCTION FACTOR AMOUNT	579.08
- 10% ROLLBACK	123.66
- 2.5% ROLLBACK	30.92
- HOMESTEAD	
HALF YEAR REAL ESTATE TAXES	540.99
-SALES TAX CR	25.41
+ CURRENT ASSESSMENT	
+ DELINQUENT ASSESSMENT	34.40
+ DELINQUENT REAL ESTATE	567.14
AMOUNT DUE BY: 06/20/00	1117.12

TAX DISTRIBUTION-- SECOND HALF

SCHOOL DISTRICT	628.62
TOWNSHIP	
CITY/VILLAGE	211.97
JOINT VOCATIONAL SCHOOL	
COUNTY GENERAL FUND	43.95
COUNTY VOTED BOND DEBT	3.50
HLTH/HOSPITAL CARE-DRAKE	17.65
HLTH/HOSPITAL CARE-INDIGENT	33.70
MENTAL HEALTH LEVY	26.45
MENTAL RETARDATION LEVY	55.37
PARK DISTRICT	11.68
CRIME INFORMATION CENTER	8.60
CHILDREN SERVICES	42.67
SENIOR SERVICES	16.98
ZOOLOGICAL PARK	6.99

LAST DAY TO PAY WITHOUT A PENALTY
Jun 20, 2000

*YOUR CANCELLED CHECK IS YOUR RECEIPT
*OFFICE HOURS 8:00 A.M. TO 4:00 P.M. MON-FRI

(Please detach this portion and return with your payment)

ROBERT A. GOERING, HAMILTON COUNTY TREASURER
REAL ESTATE TAX BILL-- SECOND HALF 1999

001
192041-5
000001
00111712 6
192041 5 - STUB #
4

PROPERTY OWNER
BRADLEY WILLIAM R JR & BRENDA
BOOK PLAT PARCEL
201-0039-0335-00
AMOUNT DUE BY 06/20/00
1117.12

1718
BRADLEY WILLIAM R JR &
BRENDA

Make checks payable to: **Robert A. Goering,** Treasurer

☐ Pay with NOVUS card? See reverse side.

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Exhibit C

LEGAL AID SOCIETY OF GREATER CINCINNATI

LEGAL SERVICES IN BROWN, BUTLER, CLERMONT, HAMILTON AND WARREN COUNTIES

215 East Ninth St.
Suite 200
Cincinnati, Ohio
45202

Telephone
(513) 241-9400

Facsimile
(513) 241-0047

TDD
(513) 241-6061

Long Distance
1-800-582-2682

HAMILTON

10 Journal Square
Hamilton, Ohio
45011

Telephone
(513) 241-9400

Facsimile
(513) 894-7669

APPOINTMENTS AVAILABLE

Batavia
Cincinnati
Georgetown
Hamilton
Lebanon
Middletown

April 18, 2001

Rick DeBlasis
Lerner, Sampson & Rothfuss
120 E. Fourth Street, Suite 800
Cincinnati, OH 45202

Re: EMC Mortgage v. Bradley

Dear Rick:

Pursuant to our agreement, if $1,600 was delivered to your office and six monthly payments in the amount of $214 were paid to your client from November 2000 to April 2001, the Foreclosure Decree would be vacated and the court action would be dismissed. These payments have been made in a timely manner. Therefore, please prepare the necessary paperwork for this action to be terminated.

Your client also agreed to re-amortize this debt effective May 1, 2001. According to my calculations, the total amount due is now: $8,994.02 [unpaid principal balance of $11,878.02 less $1600 lump sum payment less six payments at $214, or $1,284]. Do you agree with this calculation?

Your client agreed to an interest rate of 7.5%. Would your client consider a lower interest rate now that rates have dropped? I recently checked the Internet and the interest rate quoted for a 15-year mortgage was 6.75%. The new maturity date is September 30, 2010.

Once your client gives notice of this new monthly amount, the Bradleys will be obligated to begin payment. Please provide amounts for both a payment that includes escrowing for taxes and insurance and a monthly amount of just principal and interest.

I look forward to hearing from you shortly.

Sincerely,

Sue Livensparger
Attorney at Law

SL/pas

cc: Gwen Patterson
William Bradley

SI\Bradley DeBlasis 18Apr01 ltr/pas

Exhibit D

LEGAL AID SOCIETY OF GREATER CINCINNATI

LEGAL SERVICES IN BROWN, BUTLER, CLERMONT, HAMILTON AND WARREN COUNTIES

215 East Ninth St.
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APPOINTMENTS AVAILABLE

Batavia
Cincinnati
Georgetown
Hamilton
Lebanon
Middletown

September 19, 2000

William Bradley
Gwen Patterson
1853 Carll
Cincinnati, 45225

Dear William and Gwen:

I wanted to let you know what is happening on the foreclosure case. The case should be dismissed in a few days. I will get you a copy of the paperwork once the entry is filed with the Court.

There will also be documents for you to sign. The lender's attorney is getting them prepared now. The agreement will be for you to pay $214 per month starting in November. The payment will be due on the 1st with either a 10 or 15-day grace period. These payments will need to be made monthly for 6–12 months (like a probationary period). Then the bank will enter a formal repayment agreement. The loan will be financed over a five year period at 7½ % interest (this is a very good rate now). This will give us time to explore refinancing elsewhere including through the City loan program which could include some repairs.

I hope you took care of getting the papers signed for Gwen to be a formal owner of the house. I'll let you know when I get the paperwork you will need to sign.

Sincerely,

Sue Livensparger
Attorney at Law

SL/pas

SI\Bradley 19sept00 ltr/pas

Exhibit E

DONALD M. LERNER
KIRK SAMPSON
RICHARD M. ROTHFUSS*
RICK D. DEBLASIS
KATHLEEN E. HAYES*
ALAN J. ULLMAN*
FRANCIS J. DICESARE
SARA M. PETERSMANN
JOHN R. CUMMINS*
ROMI T. FOX
CRAIG A. THOMAS
MALINDA L. LANGSTON*
CARLOS S. RAMIREZ
SHANNON C. BOSTON

LERNER, SAMPSON & ROTHFUSS
A LEGAL PROFESSIONAL ASSOCIATION

EIGHTH FLOOR
120 EAST FOURTH STREET
CINCINNATI, OH 45202-4007

P. O. BOX 5480
CINCINNATI, OH 45201-5480

(513) 241-3100
FAX (513) 241-4094

JEFFREY M. HENDRICKS*
MELISSA J. WHALEN*
KEVIN V. SIMON
MICHAEL R. BRINKMAN*
CHRISTINA M. LIEPOLD
VANITA S. FLECKINGER*
BRIAN S. JACKSON
SUSAN E. MANDRYK
AMELIA C. ROBERTS
AMY BROWN THOMPSON
STEPHANIE P. UNION
CURTIS D. BRITT
SHAWN R. RYAN*

* ALSO ADMITTED IN KENTUCKY

April 9, 2000

William Bradley
1853 Carll Street
Cincinnati OH 452258

IN RE: EMC Mortgage Corporation
-vs Bradley, William
Loan No.: 1637495
LS&R No.: 98 8148

Dear Mr. Bradley:

Pursuant to your request, the amount necessary to reinstate the above-referenced loan through April 28, 2000 is $7,094.75 broken down as follows:

Total Payments Due	$3,055.50
Accrued Late Charges	44.87
Escrow Shortage	1,894.38
Foreclosure Fees/Costs	2,100.00
Total	$7,094.75

Please submit CERTIFIED FUNDS (i.e. cashier's check or money orders) made payable to LERNER, SAMPSON & ROTHFUSS. Funds must be received in our office prior to the end of the business day, April 28, 2000. If you wish to reinstate your loan after April 28, 2000, you must contact our office for updated figures.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

Very truly yours,

Lerner, Sampson & Rothfuss

Shannon C. Boston /LGH
Shannon C. Boston

SCB/lgh

LEGAL AID SOCIETY OF GREATER CINCINNATI

LEGAL SERVICES IN BROWN, BUTLER, CLERMONT, HAMILTON AND WARREN COUNTIES

Exhibit F

215 East Ninth St.
Suite 200
Cincinnati, Ohio
45202

Telephone
(513) 241-9400

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Long Distance
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HAMILTON

10 Journal Square
Hamilton, Ohio
45011

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Facsimile
(513) 894-7669

APPOINTMENTS AVAILABLE

Batavia
Cincinnati
Georgetown
Hamilton
Lebanon
Middletown

May 9, 2001

Via Hand Delivery

Rick DeBlasis
Lerner, Sampson & Rothfuss
120 E. Fourth Street, Suite 800
Cincinnati, OH 45202

Re: William Bradley

Dear Rick:

I wrote you about the Bradley foreclosure on April 18. I have not heard anything from you or EMC about the new payment amount. Enclosed is a check in the amount of $214.00 on this account. This is the payment amount during the probationary period. It should be applied toward the May payment.

I look forward to hearing from you so that we can conclude this matter.

Sincerely,

Sue Livensparger
Attorney at Law

SL/pas

cc: Gwen Patterson
William Bradley

SI\Bradley DeBlasis9May01 ltr/pas

Exhibit G

LEGAL AID SOCIETY OF GREATER CINCINNATI

LEGAL SERVICES IN BROWN, BUTLER, CLERMONT, HAMILTON AND WARREN COUNTIES

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APPOINTMENTS AVAILABLE

Batavia
Cincinnati
Georgetown
Hamilton
Lebanon
Middletown

October 26, 2000

William Bradley
Gwen Patterson
1853 Carll St.
Cincinnati, OH 45225

Dear William and Gwen:

I will send you executed copies of the settlement agreement when EMC signs them. In the meantime, here is a copy unsigned. Hold on to this copy until I send you an updated one.

You are on a probationary period. You need to make a payment of $214 over the next 6 months on or around the 3rd of each month. If you want, please mail or drop off payments to the Legal Aid Society, and I will see that the payments are made to EMC. The payments start on November 3, 2000, and end in April 2001. New paperwork will be signed and filed after you complete this period. I will help make sure the proper paperwork is prepared.

I do not have the title but I found this notice from the Treasurer's office which lists you as the owner. I hope this is sufficient. .

Sincerely,

Sue Livensparger
Attorney at Law

SL/pas
Enclosures

SI\Bradley 26Oct00 ltr/pas

Exhibit H

MR. WILLIAM R. BRADLEY JR.
1853 Carll Street
Cincinnati, Ohio 45225
PHONE:(513)921-2915

April 11, 1996

U.S. Bankruptcy Court
District Of Delaware
824 Market Street, Marine Midland Plaza, 5th Floor
Wilmington , DE 19801-3577

ATTENTION: U.S. Bankruptcy Court Officials & Lomas Mortgage Representatives.

RE: Enclosed Claim Filed Against Lomas Mortgage USA; Bankruptcy Case No. 95-1235 (PJW)

PROOF OF CLAIM STATEMENT

To Whom It May Concern:

Please acknowledge the following statements denoting the payment history and loan activity rendered via the Lomas lending assignment of our mortgage loan; (Consisting primarily of the expenditures, disbursements, and payments transacted on the account from June, 1993 to October, 1994). This information represent the truth and veritable facts probative to substantiating matter of my claim submitted herewith. Which is substantially based on the authentic documentation and related factual data, (Loan Statements, payment receipts, etc.); Whereby the act of said (claim) of misappropriation and defrauding mortgage funds is clearly manifested and confirmed via the following loan transaction information listed here below:

Statement Date	Mortgage Payment	Principal/Interest Disbursement	Escrow Deposit
06/16/93	$1,153.35	$191.07	$644.10
10/19/93	$692.01	$300.89	$386.46
02/04/94	$1,210.44	$174.79	
04/18/94	$436.95*	$241.77	$233.25
06/17/94	$481.54*	$307.04	$277.84
08/16/94	$530.72	$370.56	$327.02
		Total $1,714.06	Total $1,868.57

Unreported Payment $546.60;(Mailed 10/10/94)

Total $5,051.61 Principal Balance [Beginning $6,548.95-3/93 / Ending Bal.$4,834.89-8/94]

*Denotes incorrect amount of payment posted($505.37-paid-$436.95-listing $542.00-paid-$481.54-listing).

I, William R. Bradley Jr., the undersigned, do hereby declare under the penalties of perjury and fraudulent claim, that the foregoing statements is the truth,(as documented in the Lomas Loan Statements and related instruments of proof of payment/transaction), and to the best of my knowledg

Date April 15, 1996 William R. Bradley Jr.

William R. Bradley Jr.

Exhibit H a

TO: M's. Sue Livensparger, Attorney At Law, Legal Aid Society.

FROM: William R. Bradley, Client

RE: The Apparent Errors And Default In The Amount Of The Principal Balance Of Our Mortgage Loan; And The Misappropriation Of Funds-Unaccountable Expenditures, And The Allocation Of Mortgage Payments Paid And Not Applied To Any Loan Transaction Related To Our Account.

DATE: May 6, 1996

Dear M's. Livensparger:

Enclosed is the facts and veritable information of the related loan activity rendered via the unfavorable services of the lending assignments of Lomas and Rall Mortgage Companies. The itemized assessment of the details stated below is a true analysis; based on the authentic documentation and related entries recorded in the Loan Statements; Along with other sources or instruments of proof. The following references regarding the various loan transactions and specific procedures of our mortgage account, figuratively denotes the deficiency and default in certain funds attributive to the payments, expenditure, and principal; Which clearly identifies the apparent discrepancy in the related payment-credit-debit ratio. And confirms fact of default denoted there of.

STATEMENT DATE	MORTGAGE PAYMENTS	PRINCIPAL/INTEREST PAYMENTS	ESCROW DEPOSITS
06/16/93	$1,153.35	$191.07	$644.10
10/19/93	$692.01	$300.89	$386.46
02/04/94	$1,210.44	$174.79	
04/18/94	$436.95 - ($505.37)*	$241.77	$233.25
06/17/94	$481.54 - ($542.00)*	$307.04	$277.84
08/16/94	$530.72	$370.56	$327.02
	$4,505.01	$1,714.06	$1,868.57
Unreported Payment (mailed 10/10/94)	($546.60)		
	$5,180.49	$3,582.63: Total-principal/interest &escrow deposit combined	

(*Denotes correct amount paid)

AMOUNT IN DEFAULT

Funds in default, not credited to account sum of....**$1,497.86**

Principal Balance; Beginning Bal. 3/93; $6,548.95 Lomas Assignment

Ending Bal. Recorded 8/16/94; $4,834.89

Mortgage Payments made on loan for (6) months; $1,392.16; the amount paid during 09/30/94 to 02/01/95; These funds was never applied to any loan transaction; nor credited to our account; The **Principal Balance**, (as reported 12/94) $4,834.89; The $265.36 paid for the Months of Sept. 94; Oct. 94; Nov. 94; Dec. 94; Jan. 95; Feb. 95. was not applied to the expenditure or principal resolution of lending the loan. When such sizable funds paid on the account is insufficient to the enormous sum maintained in the **principal balance** assessed in this instance. The distribution of the **mortgage payments** paid on the account during this period (9/94 to 2/95) is unknown. Only the installments of these monthly payments is listed in the transaction of the funds to the account, denotes the following: Beginning principal Bal. $4,834.89; Ending principal Balance; 02/95: $4,545.67. Total Mortgage Payments: $1,392.16:

Exhibit I

P.S. DESCRIPTION: PROOF OF RELATED TRANSACTIONS RESULTING IN FUNDS DEFRAUDED BY LOMAS MORTGAGE

Sum of listed Mortgage Payments (6/93 to 8/94)	$4,505.01	Amount applied to Principal/Interest	$1,714.06
Sum-Unreported Payments	$546.60	Amount-Escrow Deposits	$1,868.57
Sum-Remainder of incorrect amount posted	$128.88*	Total-Applied To Account	$3,582.63
Total Amount Paid	$5,180.49		

Total Amount Paid: $5,180.49
Total Amount Applied: -$3,582.63
Total Amount Defrauded: &1,497.86

*Denotes $128.88,"Remainder-Balance" From the incorrect amount of payments posted on Statement Dates; 4/18/94 & 6/17/94. Which was not included in the **$5,051.61 Total** listed in the "Proof Of Claim Statement", But the correct amount paid was listed in *Denotes section of said Claim;(Whereby the correct figures could readily be appied); Furthermore the following Monthly Mortgage Payments of, $265.36 paid Nov. 94; $265.36 paid Dec. 94;And $265.36 paid Jan. 94, to Lomas that was not applied to our account was excluded from the **Total Amount Defrauded.**