

29

UNITED STATES DISTRICT COURT

For the
Eastern District of Michigan

Randy Neroni
Allison Neroni
13091 Picadilly
Sterling Heights MI 48312
586-801-2382
Plaintiffs
Pro Per
V

Civil Action No.2:13-cv-11823
Judge: Zatkoff, Lawrence P.
MJ: Grand, David R.

Bank of America, N.A., Successor By Merger to
BAC Home Loans Servicing, LP,
f/k/a Country Wide Home Loans Servicing, LP,

Suzanne Mali Macomb County sheriff deputy
Defendants

FILED
2013 JUN 14 P 3:42
U.S. DIST. COURT CLERK
EAST DIST. MICH.
DETROIT

AMENDED COMPLAINT

Now comes, Plaintiffs Randy Neroni and Allison Neroni with their amended complaint pursuant to FRCP 15(a)(B) against Bank of America, N.A., and Suzanne Mali and Hereby states the following:

JURISDICTION AND VENUE

1. This is a civil action seeking damages and permanent injunctive relief for violations of the Real Estate Settlement Procedure Act (RESPA) 12 USC Chapter 27 and violations of the UCC Codes of the United States and The State of Michigan.
2. This Court has jurisdiction under 28 USC 1331 (federal question) .
3. This Court has personal jurisdiction over the Defendants, and venue in this district is proper Under 28 USC 1391(b) in that the Defendants reside in this district, and the acts complained of herein occurred in this district.

PARTIES

4. Plaintiffs incorporate and restate each of the above paragraphs as if fully set forth herein.
5. Plaintiffs Randy Neroni and Allison Neroni are people of the State of Michigan.
6. Defendant, Bank of America, is a Corporation duly organized and existing under the laws of Delaware, with its principal place of business in Charlotte, North Carolina. Bank of America maintains one or more offices within this judicial district, and engages in systematic activities in this judicial district.
7. Defendant, Suzanne Mali, is a sheriff deputy employed with the Macomb County sheriff Department.

COUNT 1 INFRINGEMENT OF
THE REAL ESTATE SETTLEMENT PROCEDURES ACT (RESPA)

8. Plaintiffs incorporate and restate each of the above paragraphs as if fully set forth herein.
9. That the Plaintiffs sent a qualified written request under the Real Estate Settlement Procedures Act 12 USC 2605 for a certified copy of the original note, in order to ascertain who the true note holder was, and who had a right to collect payment. See *In re Miller*, 666 F.3d 1255 and see UCC 3-501(b)(2), by certified mail on May 8, 2011. (see attached exhibit 1)
10. Plaintiff received no reply to their qualified written request.
11. Plaintiff has probable cause to believe through media, friends and family that the mortgage industry was not following the law.
12. Plaintiffs wanted to be assured that the true holder of the note was being paid.
13. Plaintiffs assert that Defendant, Bank of America did not comply with the Real Estate Settlement Procedures Act 12 USC 2605(B)(i) that provides that
Information requested by the borrower or an explanation of why the information requested is unavailable or cannot be obtained by the servicer.
14. Plaintiffs submitted to Defendants, Bank of America, a qualified written request see *Catalan v GMAC Mortgage Corp.* 629 F.3d 676.

COUNT 2 INFRINGEMENT OF
THE REAL ESTATE SETTLEMENT PROCEDURES ACT (RESPA)

15. Plaintiffs incorporate and restate each of the above paragraphs as if fully set forth herein.
16. That the Plaintiffs sent on August 8, 2011 a qualified written request under RESPA 12 USC 2605 asking for a certified copy of the original note in order to ascertain who the true holder of the note was and who had the right to collect payment. See *In re Miller* 666 F.3d 1255 and UCC 3-502(b)(2). (see attached exhibit 2)
17. Plaintiffs received a letter from Defendants, Bank of America, stating they were working on researching Plaintiffs request (see attached exhibit 3).
18. Defendant, Bank of America, then sent Plaintiffs a copy of the note that was not a certified copy of the original, nor was it properly negotiated see UCC 3-203 (see attached exhibit 4).

19. Defendant, Bank of America, provided no explanation why a certified copy could not be obtained or where Plaintiffs could obtain one.
20. Plaintiffs have probable cause to believe through media, friends and family that the mortgage industry was not following the law.
21. Plaintiffs wanted to be assured that the true holder of the note was being paid.
22. Plaintiffs assert that Defendant, Bank of America, did not comply with RESPA 12 USC 2605(B)(i).
23. Defendant, Bank of America, letter to Plaintiffs does not explain why a certified copy of the original note was not available or where Plaintiffs could obtain one.
24. Plaintiffs submitted to Defendant, Bank of America, a qualified written request see *Catalan v GMAC Mortgage Comp.* 629 F. 3d 676

COUNT 3 INFRINGEMENT OF THE
REAL ESTATE SETTLEMENT PROCEDURES ACT (RESPA)

25. Plaintiffs incorporate and restate each of the above paragraphs as if fully set forth herein.
26. That the Plaintiffs received from Defendant, Bank of America, a notification of servicer change (see attached exhibit 5), contained in the letter is a code listed as holder of the note.
27. Plaintiffs submitted a qualified written request under RESPA 12 USC 2605 (see attached exhibit 6), to obtain the name and not a code of the holder of the note.
28. Defendant, Bank of America, did not reply to Plaintiffs' qualified written request.
29. Defendant, Bank of America, did not offer an explanation why the requested information was not provided.
30. Plaintiffs assert that the Defendant, Bank of America did not comply with RESPA 12 USC 2605(B)(2)(C)(i).
31. Plaintiffs did send a qualified written request, see *Catalan v GMAC Mortgage Comp.* 666 F. 3d 1255.

COUNT 4 INFRINGEMENT OF THE
REAL ESTATE SETTLEMENT PROCEDURE ACT (RESPA)

32. Plaintiffs incorporate and restate each of the above paragraphs as if fully set forth herein.
33. That the Plaintiffs submitted to Defendant, Bank of America, on August 8, 2012 a qualified written request under RESPA 12 USC 2605 asking again for a certified copy of the original note in order to ascertain who the true holder of the note was and who had the right to collect payment. See *In re Miller* 666 F. 3d 1255 and UCC 3-502(b)(2). (see attached exhibit 7)
34. Defendant, Bank of America, submitted to Plaintiffs a letter notifying Plaintiffs that Defendant, Bank of America, was researching Plaintiffs request. (see attached exhibit 8)
35. Defendant, Bank of America, did not notify Plaintiffs of the completed investigation per RESPA 12 USC 2605(B)(2).

36. Plaintiffs assert that Defendant, Bank of Americas, did not comply with RESPA 12 USC 2605 (B)(2).
37. Defendant, Bank of America, did not respond to a qualified written request in the time allowed under RESPA 12 USC 2605.
38. Plaintiffs did submit a qualified written request see Catalan v GMAC Mortgage Comp. 629 F. 3d 676.

COUNT 5 COMMON LAW FRAUD

39. Plaintiffs incorporate and restate each of the above paragraphs as if fully set forth herein.
40. On or about June 8, 2012 Defendant, Bank of America, placed a notice of intent to foreclose on the door of Plaintiffs' home (see attached exhibit 9). Said notice constitutes a material representation made as a positive assertion that Defendant Bank of America knows is false. Under UCC 3-301, State of Michigan UCC and Common Law precedent, only a "person entitled to enforce" the note i.e the note holder can foreclose. Defendant, Bank of America, by their own admission is not the note holder (see attached exhibit 5). Defendant, Bank of America is engaged in the banking business and has been for some time. Defendant Bank of America should be aware of the legal requirements to initiate foreclosure. Defendant, Bank of America did knowingly and willingly initiate a foreclosure in their own name and not the name they claimed as the note holder (see attached exhibit 5).
41. The goal of the Sheriff sale is to enforce the note and a reasonable person understands that there are only two outcomes to the sheriff sale process; to force eviction/ abandonment or to settle an outstanding balance on the note. Defendant, Bank of America made the false material representation with the intention and knowing that the Plaintiffs would react in one of the two preceding described ways, either with abandonment or the paying of a significant amount of money to Defendant, Bank of America to their advantage and the harm of the Plaintiff.
42. Plaintiffs reasonably believed that Defendant, Bank of America would carry through with its threat of foreclosure and subsequent forced eviction, and Plaintiffs acted to prevent the loss of their family home. Plaintiffs attempted on numerous occasions to settle this matter honorably and to discover the truth but were met with dishonor repeatedly (see attached exhibits 1,2,6 and 7).
43. Defendant, Bank of America conducted a sheriff sale on November 2, 2012 (see attached exhibit 10). Plaintiffs face eviction from their family home and do not enjoy the full rights of their property as Defendant, Bank of America has clouded the title. Plaintiffs ask for punitive damages.

COUNT 6 COMMON LAW SILENT FRAUD

44. Plaintiffs incorporate and restate each of the above paragraphs as if fully set forth herein.
45. Defendant, Bank of America claims to be the servicer of an alleged mortgage, and as such, are Plaintiff's only source of information regarding the specifics of the Mortgage and Note.

46. Therefore, Defendant Bank of America, has a duty to disclose information about the Mortgage and note to the Plaintiffs.

47. In their qualified written requests beginning as early as May 2011, Plaintiffs asked Defendant, Bank of America, for documentation that would prove that Defendant Bank of America had a legal right to foreclose (see attached exhibits 1, 2, 6 and 7).

48. The note, the existence of the note, and the ownership of the note constitutes material facts that the Defendant, Bank of America, should have knowledge of and a duty to disclose to Plaintiffs. Defendant, Bank of America, knew that failure to disclose that information to Plaintiffs would cause Plaintiffs to be misled.

49. Defendant, Bank of America, failed to disclose whether they have the note. Defendants, Bank of America, claim in their letter they are in the process of obtaining the necessary documents (see attached exhibit 8), but Plaintiffs were never served with those documents.

50. Plaintiffs were denied critical facts upon which Plaintiffs could choose the proper course of action and suffered damages as a result. Being kept in the dark by Defendant, Bank of America, Plaintiffs were forced to make decisions without critical information when Defendant, Bank of America, had several opportunities to provide Plaintiffs with information with which to make correct decisions and prevent harm.

COUNT 7 COMMON LAW BREACH OF CONTRACT

51. Plaintiffs incorporate and restate each of the above paragraphs as if fully set forth herein.

52. Plaintiffs served Defendant, Bank of America, with the contract including the terms and conditions in the letter Dated May 5, 2011 (see attached exhibit 1). When the Defendant, Bank of America, failed to serve a certified copy of the original wet inked signed note to the Plaintiffs, they accepted that Defendant, Bank of America, would agree to give up any and all interest in the property known as 13091 Picadilly Sterling Heights 48312 Legal Description Executive Heights Sub'n Lot 192. (see attached exhibit 1). Defendant, Bank of America, breached the contract when they initiated a foreclosure (see attached exhibit 9) after having been served with and accepting the contract as detailed above and Plaintiffs were harmed by the dishonor and Plaintiffs were denied the knowledge to be able to conduct their business to their benefit.

COUNT 8 COMMON LAW NEGLIGENCE

53. Plaintiffs incorporate and restate each of the above paragraphs as if fully set forth herein.

54. On November 2, 2012 Defendant ,Suzanne Mali attested to a series of facts in the form a "sheriff deed on mortgage sale affidavit "(see attached exhibit 11).

55. As a result, a sheriff sale non judicial foreclosure was held on Plaintiffs' family home on November 2, 2012.

56. Defendant, Suzanne Mali knew or should have known that her participation in the process would result in the harm suffered by the Plaintiffs i.e. the loss of their family home.

57. The Defendant ,Suzanne Mali had a duty of care in the making of statements about the Plaintiffs and Plaintiffs' property. At a minimum, the Defendant, Suzanne Mali owes the Plaintiffs the truth in attesting to the rights of the Plaintiffs and the Plaintiffs' property, and the universal imperative to "do no harm".

58. In Defendant, Suzanne Mali's affidavit, Defendant Suzanne Mali attests that, "Whereas, the party foreclosing the mortgage has represented that it is either the owner of the indebtedness or of an interest in the indebtedness secured by the mortgage or the servicing agent of the mortgage, and whereas, said mortgage contained a power of sale which has become operative by reason of default in the condition of said mortgage, and ".

59. Defendant, Suzanne Mali has a duty to ensure that the facts that she is swearing to reasonably fit the description she is attesting they are. Plaintiffs have reason to believe that Defendant, Suzanne Mali has not made a reasonable effort to ensure that was the case. Plaintiffs made several phone calls to the Macomb County sheriff's office and were told that "they (deputies) are there to facilitate the sale and are not responsible for checking any paper work".

60. On two separate occasions, Plaintiffs made Defendant, Suzanne Mali aware that there was a discrepancy in the claims Defendant Suzanne Mali attested to, made by Defendant, Bank of America (see attached exhibit 12).

61. Plaintiffs demanded to see the evidence of the facts that Defendant, Suzanne Mali attested to and received no response. A reasonable person is left to assume that Defendant, Suzanne Mali saw no facts as "that which does not appear does not exist". Plaintiffs were harmed as a result.

62. The conduct of Defendants, as set forth in counts 1 through 8, is causing and unless enjoined and restrained by this Court, will continue to cause Plaintiffs great and irreparable injury that cannot fully be compensated or measured in money. Plaintiffs have no adequate remedy at law. Pursuant to 12 USC 2605 Plaintiffs are entitled to injunctive relief prohibiting Defendants from any further action regarding Plaintiffs' property known as 13091 Picadilly Sterling Heights, Michigan 48312. Plaintiffs have also suffered great emotional distress, feel insecure in their home, have had time taken away from family and friends, and loss of faith in government officers.

REMEDY

Wherefore Plaintiffs request from this Honorable court judgment against the Defendants as follows:

1. For a permanent injunction providing:

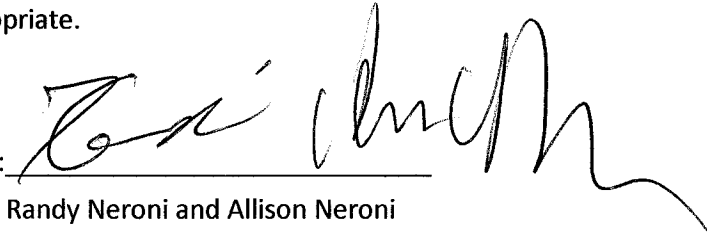
"Defendant shall be and hereby is enjoined from any an all foreclosure action against the property known as 13091 Picadilly Sterling Heights, Michigan 48312 owned, possessed and occupied by Randy Neroni and Allison Neroni."

2. For reconveyance of the deed on the property known as 13091 Picadilly Sterling Heights Michigan 48312.
3. For Statutory damages in the amount of \$1,000.00 for each RESPA violation totaling \$3,000.00.
4. For Actual damages in the amount of \$128,000.00.
5. For Punitive damages in the amount of \$384,000.00
6. For cost and fees that this court finds proper.
7. Such other and further relief the Court deems appropriate.

Dated

14 June 2013

By:


Randy Neroni and Allison Neroni

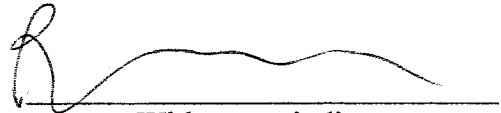
Bank of America
PO Box 5170
Simi Valley CA 93062

Randy Neroni does make claim to the property known as 13091 Picadilly Sterling Heights Michigan 48312 Legal description Executive Heights Sub'n Lot 192 and does hereby demand certified copies of any and all wet inked signed documents including but not limited to any alleged promissory notes, alleged Mortgages, alleged Notes, alleged Deed of Trust in regards to this alleged mortgage. Bank of America has Thirty (30) days after the mailing of this notice which was mailed by certified mail with proof of service by mail on _____ to Bank of America. The alleged mortgagee to make all said certified copies of all said wet inked signed documents available to all interested parties ie. Randy Neroni, the court et al. Failure to produce said certified copies of wet inked signed documents in the time given will result in Bank of America giving up any and all interest in said property known as 13091 Picadilly Sterling Heights Michigan 48312 Legal description Executive Heights Sub'n Lot 192.

Notices should be sent to the following address:

Randy Neroni
13091 Picadilly
Sterling Heights MI 48312

Dated: 5.8.11

A handwritten signature in black ink, appearing to be 'Randy Neroni', written over a horizontal line.

Without prejudice
As authorized representative

Exhibit 1

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

SIMI VALLEY CA 93062

OFFICIAL USE

Postage	\$ \$0.44	0026
Certified Fee	\$2.85	04
Return Receipt Fee (Endorsement Required)	\$0.00	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ \$3.29	08/16/2011

Sent To	Bank of America
Street, Apt. No. or P.O. Box No.	Box 5170
City, State, ZIP+4	Simi Valley CA 93062

PS Form 3800, August 2006

See Reverse for Instructions

7011 0110 0001 1339 5971

Exhibit 1

Bank of America
P.O. Box 5170
Simi Valley CA 93062

Page 1 of 2

To whom it may concern,

Please consider the following, I, Randy Neroni hereby extend the following two choices for Bank of America to consider in regards to Randy Neroni and his home at 13091 Picadilly Sterling Heights MI 48312 legal description Lot 192, Executive Heights Subdivision, as recorded in Liber 55, Pages 43 through 45 of Plats, Macomb County Records. Bank of America has been unresponsive to requests made by Randy Neroni and have still not delivered to Randy Neroni proof of any obligation to Bank of America.

The following two choices are:

1. Randy Neroni will not bring suit against Bank of America provided Bank of America it's representatives, assigns, heirs and any entity working in concert with Bank of America provides proof of an obligation of a debt by Randy Neroni concerning 13091 Picadilly Sterling Heights MI 48312 legal description Lot 192, Executive Heights Subdivision, as recorded in Liber 55, Pages 43 through 45 of Plats, Macomb County Records in the form of a certified copy of the original contract with both parties wet inked signatures and that the obligation is to Bank of America or Bank of America will deliver to Randy Neroni a pay off letter or it's equivalent acknowledging that Randy Neroni has no obligation to Bank of America it's heir, assigns, representatives and any entity working in concert with Bank of America within seven(7) days of accepting this offer.
2. Randy Neroni will bring suit against Bank of America their assigns, representatives, heirs and anyone working in concert with them and will seek but not limited to the following ; The return of all payments made to Bank of America by Randy Neroni at double the amount paid in US dollars. A judgement barring any and all legal actions to dispossess Randy Neroni of his real property known as 13091 Picadilly Sterling Heights MI 48312 legal description Lot 192, Executive Heights Subdivision, as recorded in Liber 55, Pages 43 through 45 of Plats, Macomb County Records and a determination that as Bank of America has provided no proof of an obligation Randy Neroni has no obligation to Bank of America in fact and damages as the court may deem fit in relation to several Real Estate Settlement Procedures Act violations.

Bank of America has seven(7) days from receipt of this offer to accept either of the choices above, if Randy Neroni does not receive a reply by certified mail in the time allowed seven(7) days the offer is withdrawn and choice number two(2) will become default, further, by silent acquiescence Bank of America agrees that the provision of choice number two are due and owing.


In light of the October 10, 2007 United States District Court Northern District of Ohio Eastern Division and the violations of the Real Estate Settlement Procedures Act section 6 we hope this matter may be concluded quickly and that Bank of America will accept the generous offer in choice number one(1).

Exhibit 2

Please send all correspondence to :

Randy Neroni
13091 Picadilly
Sterling Heights MI 48312

Date 16 Aug, 2011



Without prejudice

Exhibit 2

Bank of America



Home Loans

400 National Way
Simi Valley, CA 93065



3-772-19373-0005824-003-1-000-000-000-000

RANDY NERONI
13091 PICADILLY DR
STERLING HEIGHTS MI 48312

Notice Date: August 30, 2011

Account No.: 22614622

Property Address:
13091 Picadilly Dr.
Sterling Heights, MI 48312

YOUR REQUEST HAS BEEN RECEIVED

Thank you for your recent inquiry about your home loan. This letter confirms Bank of America, N.A. has received your correspondence.

WHAT YOU CAN EXPECT

We are in the process of obtaining the documentation and information necessary to address your questions. We appreciate your patience as we research your request. You can expect a complete response within twenty (20) business days.

THANK YOU FOR YOUR BUSINESS

If you have any additional questions while we research your request, please call us at 1-800-669-6607, Monday-Friday 7a.m. - 7p.m. Local Time. We appreciate the opportunity to serve your home loan needs.

Exhibit 3

This communication is from Bank of America, N.A., the servicer of your home loan.

Bank of America



Home Loans

Mail Stop, CA6-919-01-41
P.O. Box 5170
Simi Valley, CA 93062-5170

Notice Date: September 1, 2011

Account No.: 22614622

Randy A. Neroni
13091 Picadilly Dr
Sterling Heights, MI 48312

Property Address:
13091 Picadilly Dr.
Sterling Heights, MI 48312

ABOUT YOUR HOME LOAN

I apologize for the delay in responding to your inquiry and appreciate your patience in allowing me to thoroughly research your concerns. At this time we would not be able to forward the wet ink copy of your note, but for your convenience and review, I have enclosed a copy of your Note.

THANK YOU FOR YOUR BUSINESS

If you have any questions, please call us at (800) 669-6607. We appreciate the opportunity to serve your home loan needs.

Exhibit 4

This communication is from Bank of America, N.A., the servicer of your home loan.

NOTE

FHA CASE NO.

261-9600163-703

October 15, 2008

[Date]

13091 Picadilly Dr.
Sterling Heights, MI 48312
[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means Taylor, Bean & Whitaker Mortgage Corp.

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of **Ninety Eight Thousand Seven Hundred Eighteen and no/100** Dollars (U.S. \$98,718.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of **Seven and One Quarter** percent (**7.2500%**) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on **December 01, 2008**. Any principal and interest remaining on the first day of **November 2038**, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at **Taylor, Bean & Whitaker Mortgage Corp., 1417 North Magnolia Ave, Ocala, FL 34475**

or at such other place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. **\$673.43**. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

MULTISTATE FIAA FIXED RATE NOTE

ITEM 6432L1 (0609)



0232052897173

6/96

GreatDocs™
(Page 1 of 3)

T6432_20080902.100003

Exhibit 4

(D) Allonge to this Note for Payment Adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. (Check applicable box.)

☐ Growing Equity Allonge

☐ Graduated Payment Allonge

☐ Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **Four** percent (**4.0000%**) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

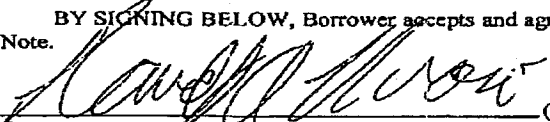
MULTISTATE FHA FIXED RATE NOTE

ITEM 8432L2 (0809)

GreatDocs™
(Page 2 of 3)

Exhibit 79

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 3 of this Note.



Randy A. Nero (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

Without recourse, pay to the order of

By: Taylor, Bean & Whitaker
Mortgage Corp.



Erla Carter-Shaw, E.V.P.

MULTISTATE FHA FIXED RATE NOTE

ITEM 0432L3 (0809)

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(Page 3 of 3)

Exhibit 4

Bank of America



Home Loans

P. O. Box 941633
Simi Valley, CA 93094-1633

Doc ID: BANACOM3A

0095032 01 AV 0.337 **AUTO 7 1 4442 48312-151191 -C01-P95127-I

RANDY A. NERONI
13091 PICADILLY DR
STERLING HEIGHTS MI 48312-1511



Account No.: 022614622



IMPORTANT MESSAGE ABOUT YOUR LOAN

Effective July 1, 2011, the servicing of home loans by our subsidiary--BAC Home Loans Servicing, LP, transfers to its parent company--Bank of America, N.A. Based upon our records as of July 2, 2011, the home loan account noted above is affected by this servicing transfer. The information contained in this communication does not change or affect any other communications you may have received or will receive regarding this servicing transfer.

IMPORTANT ADDITIONAL INFORMATION

Under the federal Fair Debt Collections Practices Act and certain state laws, Bank of America, N.A. is considered a debt collector. As a result, we are sending you the enclosed Fair Debt Collection Practices Act Notice containing important information about your loan and your rights under applicable federal and state law.

If an attorney represents you in connection with your Bank of America home loan, please provide your attorney a copy of this letter and the enclosed legal notice.

THANK YOU

We appreciate the opportunity to serve your home loan needs. If you have any questions or need assistance regarding this servicing transfer, please call us at 1.877.488.7812 between 8 a.m. and 9 p.m. Eastern, Monday through Friday.

Please Note: This letter is being sent to the address and borrower(s) listed above. If there are other borrowers on this account who receive mail at a different address than above, please share this information with them.

Bank of America, N.A. is required by law to inform you that this communication is from a debt collector attempting to collect a debt, and any information obtained will be used for that purpose. Notwithstanding the foregoing, if you are currently in a bankruptcy proceeding or have received a discharge of the debt referenced above, this notice is for informational purposes only and is not an attempt to collect a debt. If you are represented by an attorney, please provide this notice to your attorney.

Exhibit 5

Fair Debt Collections Practices Act and State Law Notice

The servicing of your home loan was transferred to Bank of America, N.A., effective July 1, 2011. Bank of America, N.A. is required by law to advise you of the following:

(1.) Under the federal Fair Debt Collections Practices Act and certain state laws, Bank of America, N.A. is considered a debt collector. Bank of America, N.A. must provide certain information to you in order to make sure you are informed when a communication is related to a debt. The purpose of this letter is therefore to provide you with information required by law, including the amount of the debt.

(2.) Debt Validation Notice:

- a) The amount of the debt: As of July 2, 2011, you owe \$100,301.48. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Therefore, if you pay the amount shown above, an adjustment may be necessary after we receive your payment, in which event we will inform you or your agent before accepting the payment for collection. For further information, write to the address provided below or call 1.877.488.7812 between 8 a.m. and 9 p.m. Eastern, Monday through Friday.
- b) The name of the creditor to whom the debt is owed: GNMA-MSS-TBW 9262 AA
Please note that unless Bank of America, N.A. is listed in 2(b) as the creditor of your loan, Bank of America, N.A. does not own your loan and only services your loan on behalf of your creditor, subject to the requirements and guidelines of your creditor.
- c) Unless you, within thirty (30) days after receipt of this letter, dispute the validity of the debt or any portion of the debt, Bank of America, N.A. will assume the debt to be valid.
- d) If you notify Bank of America, N.A. in writing, at the address provided below within the thirty (30) day period, that the debt, or any portion thereof, is disputed, Bank of America, N.A. will obtain verification of the debt and mail it to you.
- e) Upon your written request within the thirty (30) day period, Bank of America, N.A. will provide you with the name and address of the original creditor if it is different from the current creditor.

Bank of America, N.A.
Customer Service, CA6-919-01-41
Attention: DVN
P.O. Box 1140
Simi Valley, CA 93062-1140

If you have any questions regarding this notification, please call Bank of America, N.A. Customer Service at 1.877.488.7812 between 8 a.m. and 9 p.m. Eastern, Monday through Friday.

Bank of America, N.A. is required by law to inform you that this communication is from a debt collector attempting to collect a debt, and any information obtained will be used for that purpose. Notwithstanding the foregoing, if you are currently in a bankruptcy proceeding or have received a discharge of the home loan debt referenced above, this statement is being furnished for informational purposes only. It should not be construed as an attempt to collect against you personally, Bank of America, N.A. will take no steps to collect from you personally or against the property securing this loan while the bankruptcy's automatic stay remains in effect. In the future, you may receive a discharge in bankruptcy. Under those circumstances, by operation of law, Bank of America, N.A. will retain the ability to enforce its rights against the property securing this loan should there be a default under the terms of your loan documents. If you are represented by an attorney, please provide this notice to your attorney.

SEE REVERSE SIDE

Exhibit 5

Bank of America
PO Box 941633
Simi Valley CA 93094

To whom it may concern;

Please forward to me Randy Neroni the owner of my mortgage note and their contact information, per your letter dated February 8, 2011 there is a code in place of the name please include a name and not a code so that I may contact them.

Randy Neroni

Randy Neroni
13091 Picadilly
Sterling Heights MI 48312

Exhibit 6

Bank of America c/o

Trott and Trott P.C.

31440 Northwestern Highway Suite 200

Farmington Hills MI 48334

Randy Neroni

13091 Picadilly

Sterling Heights Michigan

[48312]

To whom it may concern;

I declare myself competent. I am not a Corporation or a Public Entity. If you are assuming that you are representing me, you are hereby fired and your power of attorney is hereby revoked.

A bill was posted on my private sanctuary also known as (13091 Picadilly Sterling Heights Michigan [48312]). The act of posting this bill constitutes a trespass; it was either sanctioned by or perpetrated by Trott and Trott P.C. and/or the principals/agents doing business as Bank of America (hereafter known in this Notice and Demand as Bank of America). Randy Neroni, a private man, is very unforgiving of trespass, as you should be aware the intention in the trespass does not mitigate the act of trespass, but Randy Neroni does wonder about the intention of this trespass in the placing of the bill.

As per Randy Neroni's letter to Bank of America dated August 16, 2011(copy available), Bank of America is in default. Proper notice was served upon Bank of America along with a notice of default. Randy Neroni demanded in his August 16, 2011 letter that was qualified written requests under RESPA that Bank of America deliver to me the required documents necessary for validating the debt, demanding payment and the subsequent right to foreclose. Bank of America failed to validate the debt. What does Bank of America have to show as proof of a right to foreclose that has not been provided in the last 355 days?

You should also be aware that sending unsubstantiated demands for payment through the United States Mail system might constitute mail fraud under Federal and State Law.

Trott and Trott P.C. and/or Bank of America have 21(twenty one) days from receipt of this Notice and Demand to deliver a letter apologizing for the trespass and stating that Bank of America, their affiliates, heirs and assigns have no claim against Randy Neroni or his property known as 13091 Picadilly Sterling Heights Michigan [48312] now or in the future.

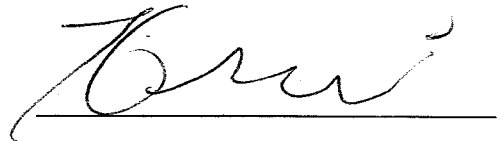
Exhibit 7

I will accept your silence as an acceptance, and your agreement that a default be entered against you (Bank of America). You will also agree to a full tacit contractual agreement being a participant in fraud and to forfeit all remedies under Administrative law, Judicial law and/or Maritime Claim rules C(6).

Your failure to satisfy this Notice and Demand within the 21(twenty one) day time period will be construed as your absolute waiver of any and all claims against me, and my property known as 13091 Picadilly Sterling Heights Michigan [48312] and your tacit agreement to compensate me for the trespass and costs.

Dated

08 Aug 2012

A handwritten signature in cursive script, appearing to read "Randy Neroni", written over a horizontal line.

Without prejudice

Randy Neroni

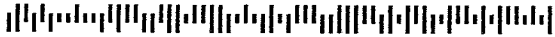
Exhibit 7

Bank of America



Home Loans

400 National Way
Simi Valley, CA 93065



AT1 9-772-55544-0002778-001-1-000-000-000-000

RANDY NERONI
13091 PICADILLY DR
STERLING HEIGHTS MI 48312

C3_2113 CSDEAY 12606/14376 12/21/2011

Date: October 15, 2012

Account No.: 22614622

Property Address:
13091 Picadilly Dr.
Sterling Heights, MI 48312

IMPORTANT MESSAGE ABOUT YOUR HOME LOAN

This letter is to acknowledge receipt of your recent inquiry about your home loan. We are in the process of obtaining the documentation and information necessary to address your questions. We appreciate your patience while we research your request.

THANK YOU

If you have any additional questions while we research your request, please call us at 1-800-669-6607, Monday-Friday 7a.m. - 7p.m. Local Time.

Exhibit 8

This communication is from Bank of America, N.A., the servicer of your home loan.

13091 Picadilly Dr, Sterling Heights, MI

TROTT & TROTT, P.C. Attorneys and Counselors 31440
Northwestern Highway, Suite 200 Farmington Hills, Michigan
48334-2525 THIS FIRM IS A DEBT COLLECTOR
ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION
WE OBTAIN WILL BE USED FOR THAT PURPOSE.
PLEASE CONTACT OUR OFFICE AT THE NUMBER
BELOW IF YOU ARE IN ACTIVE MILITARY DUTY. ATTN
PURCHASERS: This sale may be rescinded by the
foreclosing mortgagee. In that event, your damages, if any,
shall be limited solely to the return of the bid amount
tendered at sale, plus interest. MORTGAGE SALE - Default
has been made in the conditions of a mortgage made by
Randy A. Neroni and Allison Neroni, husband and wife,
original mortgagor(s), to Mortgage Electronic Registration
Systems, Inc., Mortgagee, dated October 15, 2008, and
recorded on October 21, 2008 in Liber 19533 on Page 234,
and assigned by said Mortgagee to BAC Home Loans
Servicing, L.P. fka Countrywide Home Loans Servicing, L.P.
as assignee as documented by an assignment, in Macomb
county records, Michigan, on which mortgage there is
claimed to be due at the date hereof the sum of One Hundred
Seven Thousand Four Hundred Fifty-One and 06/100 Dollars
(\$107,451.06). Under the power of sale contained in said
mortgage and the statute in such case made and provided,
notice is hereby given that said mortgage will be foreclosed
by a sale of the mortgaged premises, or some part of them,
at public vendue, at the place of holding the circuit court
within Macomb County, at 10:00 AM, on July 6, 2012. Said
premises are situated in City of Sterling Heights, Macomb
County, Michigan, and are described as: Lot 192, Executed
Heights Subdivision, as recorded in Liber 55, Pages 43
through 45 of Plats, Macomb County Records. The
redemption period shall be 6 months from the date of such
sale, unless determined abandoned in accordance with
MCLA 600.3241a, in which case the redemption period shall
be 30 days from the date of such sale. If the property is sold
at foreclosure sale under Chapter 32 of the Revised
Judicature Act of 1961, pursuant to MCL 600.3278 the
borrower will be held responsible to the person who buys the
property at the mortgage foreclosure sale or to the mortgage
holder for damaging the property during the redemption
period. Dated: June 8, 2012 For more information, please
call FC X (248) 593-1302 Trott & Trott, P.C. Attorneys For
Servicer 31440 Northwestern Highway, Suite 200 Farmington
Hills, Michigan 48334-2525 File #403718F01 (6-8)(6-29)

Exhibit 29

TROTT & TROTT

A PROFESSIONAL CORPORATION

HEADQUARTERS:

31440 Northwestern Hwy • Suite 200
Farmington Hills, MI 48334
248-642-2515 • Fax 248-642-3628

GRAND RAPIDS:

4024 Park East Ct. • Suite B
Grand Rapids, MI 49546
616-942-0893 • Fax 616-942-0921

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE.

November 20, 2012

Mr. Randy Neroni
13091 Picadilly Drive
Sterling Heights, MI 48312

Sent via US Mail

RE: 13091 Picadilly Drive
Sterling Heights, MI 48312
T&T # 403718

Dear Mr. Neroni:

Our office represents Bank of America and the Secretary of Housing and Urban Development in mortgage foreclosure of the above-referenced property. As you may know, the sheriff's sale on mortgage foreclosure was held on November 2, 2012 and the statutory redemption period expires on May 2, 2013.

Pursuant to the Fair Debt Collection Practices Act 15 USC Section 1692g, as amended, you must object to the debt within 30 days of receipt of the notice of the debt. The Fair Debt Letter was sent to you on May 3, 2012; neither the correspondence you sent to our office on or about August 8, 2012 nor your recent correspondence constitutes a timely objection to the debt.

In addressing your assertions, we do not believe such correspondence requires a response. However, to the extent that your communication is deemed to require a response to the allegations, demands and assertions of wrongdoing set forth in your letter, such statements are hereby rejected and denied.

I have also enclosed a copy of the Note for this loan for your review.

Regards,



Tomika A. Horne
Attorney
TROTT & TROTT, P.C.

Exhibit 10

SHERIFF'S DEED ON MORTGAGE SALE

This Indenture Made this 2nd day of November, A.D. 2012, between, Suzanne Mah, a Deputy Sheriff in and for Macomb County, Michigan, whose address is 43565 Elizabeth St Mount Clemens, Michigan 48043-1034, party of the first part, and Bank of America, N.A., successor by merger to BAC Home Loans Servicing, L.P. fka Countrywide Home Loans Servicing, L.P., whose address is 2375 N Glenville Dr, Richardson, TX 75082-4315, party of the second part (hereinafter called the grantee).

WITNESSETH, That Whereas a certain mortgage made by Randy A. Neroni and Allison Neroni, husband and wife, original mortgagor(s), to Mortgage Electronic Registration Systems, Inc., Mortgagee, dated October 15, 2008, and recorded on October 21, 2008 in Liber 19533 on Page 234, and assigned by said Mortgagee to BAC Home Loans Servicing, L.P. fka Countrywide Home Loans Servicing, L.P. as assignee as documented by an assignment dated September 26, 2011 recorded on September 30, 2011 in Liber 20918 on Page 967, in Macomb county records, Michigan (said mortgage secured an FHA loan insured by the US Department of Housing and Urban Development ("HUD")), and

WHEREAS, the party foreclosing the mortgage has represented that it is either the owner of the indebtedness or of an interest in the indebtedness secured by the mortgage or the servicing agent of the mortgage, and

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

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

WHEREAS, by virtue of said power of sale, and pursuant to the statute of the State of Michigan in such case made and provided, a notice was duly published and a copy thereof was duly posted in a conspicuous place upon the premises described in said mortgage, that the said premises, or some part of them, would be sold at 10:00 AM on the 6th day of July, A.D. 2012 (sale adjourned from July 6, 2012 to November 2, 2012), at public vendue, that being the place of holding the Circuit Court for Macomb County where the premises are situated and

WHEREAS, pursuant to said notice I did, at on the day last aforesaid, expose for sale at public vendue the said lands and tenements hereinafter described, and on such sale did strike off and sell the said lands and tenements to the grantee for the sum of One Hundred Thirteen Thousand Fifty-Nine and 28/100 Dollars (\$113,059.28), that being the highest bid therefore and the grantee being the highest bidder, and

WHEREAS, said lands and tenements are situated in the City of Sterling Heights, Macomb County, Michigan, more particularly described in exhibit A, attached and commonly known as:

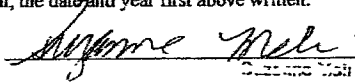
13091 Picadilly Dr

Property Tax Parcel ID 10-23-276-022-000

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

Now, this Indenture Witnesseth, That I, the Deputy Sheriff aforesaid, by virtue of and pursuant to the statute in such case made and provided, and in consideration of the sum of money so paid as aforesaid, have granted, conveyed, bargained and sold, and by this deed do grant, convey, bargain and sell unto the grantee, its successors and assigns, forever, all the estate, right, title and interest, which the said Mortgagor(s) had in said land and tenements and every part thereof, on the 15th day of October A.D. 2008, that being the date of said mortgage, or at any time thereafter, to have and to hold the said lands and tenements and every part thereof to the said grantee, its successors and assigns forever, to their sole and only use, benefit and behoof forever, as fully and absolutely as I, the Deputy Sheriff aforesaid, under the authority aforesaid, might, could or ought to sell the same.

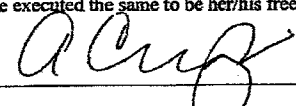
IN WITNESS WHEREOF, I have hereunto set my hand and seal, the date and year first above written.


Suzanne Mah
Deputy Sheriff in and for the County of Macomb

STATE OF MICHIGAN
COUNTY OF MACOMB

On this 2nd day of November, A.D. 2012, before me, a Notary Public in and for said County of Macomb came Suzanne Mah, a Deputy Sheriff of said County, known to me to be the individual described in and who executed the above conveyance, and who acknowledged that she/he executed the same to be her/his free act and deed as such Deputy Sheriff.

A. Carnaghi, Notary Public
State of Michigan, County of Macomb
My Commission Expires 1/1/2016
Acting in the County of _____


Notary Public, Macomb County, Michigan
My commission expires:
Acting in the county of Macomb

THIS INSTRUMENT IS EXEMPT FROM MICHIGAN TRANSFER TAX UNDER MCLA 207.505(c); MCLA 207.526(v); MCLA 207.505(h)(i).

HUD #261-9600163-703

Exhibit 11

7/6
P

Suzanne Mali

43565 Elizabeth Rd.

Mt. Clemens MI 48043

Enclosed find a copy of a letter served upon Anthony Wickersham, that you should have been made aware of also, see copy enclosed of Affidavit that has come into our possession with your attesting signature note that we did not gain possession of this affidavit through your office. We now have the fact and the name to attach to our cause of action.

Dated _____

Randy Neroni all rights reserved

Exhibit 12

Anthony Wickersham
43565 Elizabeth Rd.
Mt. Clemens Michigan 48043

NOTICE AND DEMAND

Notice to principle is notice to agent. Notice to agent is notice to principle.

We hereby make this notice upon Anthony Wickersham (acting as Sheriff), and those acting in concert with him, whether in position of (deputy) or petitioner of sheriff sale.

This notice is made as an attempt to offer those; negligent, derelict or criminally intentioned, the opportunity to regain or maintain honor. This presentment is not offered as legal advice. If you feel you need legal advice regarding the actionable position you may be in, consult an attorney.

BACKGROUND

On or about June of 2012, a trespasser placed a bill on our home advertising the intent to perpetrate a non judicial foreclosure/sheriff sale concerning our home.

Listed on the bill were the names of those working in concert in the placing of the bill and the non judicial foreclosure/sheriff sale.

Anthony Wickersham (acting as sheriff) and other potential codefendants find themselves embroiled in a dispute extending back several years. The primary defendant, Bank of America (hereafter known as BOA), in the coming suit, claimed a right to demand payment in connection with an alleged mortgage. Our documentation indicates that when challenged to produce proof of the right to demand payment, BOA failed to produce ANYTHING.

BOA made no further attempt to contact us, or otherwise to satisfy the legal requirement of substantiating their initial claim. BOA was not heard from until the sheriff sale advertisement trespass was committed.

After the trespass, we contacted BOA's representatives, and informed them of the established default, along with notice of our trespass fees. BOA by and through their representative, again entered into default in not satisfying the proof of their original claim from a year prior, or satisfying any of the conditions set forth in our notice.

We were finally informed by BOA's representative that a non judicial foreclosure/sheriff sale was perpetrated, on Nov 2 2012, which brings us to Anthony Wickersham's (alleged sheriff), and those acting in concert with him, involvement in this enterprise.

We have made several attempts to obtain any and all affidavits/ documents from the sheriff's office related to Anthony Wickersham as principle and his agent's involvement and have been met with obstruction.

Exhibit 12

We can understand how an unwitting, negligent or criminal contributor to this unlawful process may wish to keep the evidence of the enterprise from us.

Still, the affidavit/document should be a public document and we should be able to obtain a copy for our purposes.

DUTY

As you are aware, Ignorance of the law is no excuse.

A legitimate sheriff holds office and is responsible for the actions of those executing the duties of that office under him. Those duties consist primarily of the protection and maintenance of individual rights, as outlined in the State and Federal constitutions. A legitimate sheriff has taken an oath to support and defend those constitutions that his "security" is guarantee for, see; The State of Michigan Constitution Article VII sec 6. Also, as people, we are all bound by universal imperatives to do no harm.

As previously stated, our legal team has been trying to work this issue out administratively for several years now. Our repeated insistence that state and federal legal requirements be met has been ignored.

The party initiating this sheriff sale has failed to produce the required documentation for initiating a sheriff sale on two separate occasions.

What documentation has the signer verified that could be used to absolve them of aiding and abetting the perpetrators of this enterprise? What required documentation has the signer of the sheriff sale affidavit verified, that has not been delivered to us as required under state, federal and international law over the last several years?

Was an attempt even made to verify the claim, or do Anthony Wickersham and his agent/s/accomplice/s routinely operate outside of the law?

Has the petitioner/s withheld the required information from Anthony Wickersham or is Anthony Wickersham willfully complicit or just criminally negligent?

What are the names and bond numbers for any and all individuals that are complicit in the sheriff sale concerning our home?

PENANCE

Your options are as follows:

Anthony Wickersham and/or his agents/accomplices have 21(twenty one) days from the receipt of this notice and demand to do one of the following:

1. Deliver to us, any and all documents concerning the sheriff sale of our home, the law society allegedly refers to as 13091 Picadilly Sterling Heights Michigan 48312. Deliver to us the names, oaths of office, bond numbers, bond company name and contact information, affidavits, and documents upon which the affidavit's signers/foreclosure enterprise facilitators relied, with no fee attached.

Or,

Exhibit 12

2. Withdraw the heretofore, secret affidavit for the sheriff sale, and deliver written verification of the revision along with a statement removing Anthony Wickersham and/or his agents/accomplices from the process, signed under penalty of perjury and witnessed.

DEFAULT

Failing to perform one of the previous options within the time allotted (21 days), will be taken as your silent acceptance and tacit procurement of our judgment and admission of wrongdoing.

Our judgment will include but not be limited to the following:

Anthony Wickersham and those working in concert with him in this secret undocumented foreclosure enterprise shall forfeit the entirety of their bonds/securities to Randy Neroni, his heirs and/ or assigns.

Anthony Wickersham and those working in concert with him shall return back a sum of money equal treble (as provided in RICO), the amount of the valuable consideration they have accepted as payment in the protection of our individual rights, as outlined in the state and federal constitutions, treble damages to be distributed equally to all victims of unsubstantiated sheriff sales prior, along with a complete explanation of their duties, and dereliction thereof.

Further, if you fail to satisfy the demand within the allotted time after having been duly served with this Notice and Demand, then Randy Neroni will take lawful action in a court of record (In personam and in rem).

1. To defend against you and persons acting in concert with you who have caused injuries to Randy Neroni.
2. To secure his substantive rights and
3. To redeem aforementioned default and penance.

Dated _____

All rights reserved Randy Neroni

As to avoid any confusion, please commit all correspondence in writing. Please deliver all correspondence to Randy Neroni 13091 Picadilly Sterling Heights Michigan [48312].

All correspondence between Randy Neroni and Anthony Wickersham and those working in concert with Anthony Wickersham will be made public.

Exhibit 12