

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL
CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

U.S. BANK NATIONAL
ASSOCIATION as Trustee

DIVISION: AW
CASE NO. 09 CA 019499 MB

Plaintiff,

vs.

TIEN RAYMIS, et. al.,

Defendant.

DEFENDANTS RAYMIS' AND KAULS'
NOTICE OF SERVING INTERROGATORIES ON PLAINTIFF


Defendants Tien Raymis, Todd Raymis, Ann Kaul, and Allen Kaul by and through undersigned counsel and pursuant to Rule 1.340 and other applicable rules of the Florida Rules of Civil Procedure hereby give notice that they have served herewith 26 interrogatories on Plaintiff to be answered within the time frame provided by said rules.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing was served by U.S. Mail upon Anne M. Cruz-Alvarez, Esquire, Florida Default Law Group, P.L., Attorneys for Plaintiff, P.O. Box 25018, Tampa, Florida 33622-5018

and Scott A. Stoloff, Esquire, Dicker, Krivok, & Stoloff, P.A., Attorneys for
Defendant Links, 1818 Australian Avenue South, Suite 400, West Palm Beach,
Florida 33409 on April 26, 2010.

GRAHAM & ASSOCIATES, P.A.
Counsel for Defendants Raymis/Kaul
Ponce Plaza, Suite 410
814 Ponce de Leon Boulevard
Coral Gables, Florida 33134
Telephone (305) 445-9185
Telecopier (305) 444-8015

By: 
Diana Arteaga, Esquire
Florida Bar Number 71411

DEFENDANTS RAYMIS' AND KAULS' FIRST SET OF INTERROGATORIES TO PLAINTIFF-FORECLOSURE ACTION

DEFINITIONS

1. The words "you" "yours" and/or "yourselves" means Plaintiff US Bank National Association, and any other entity similarly situated or other persons acting, or purporting to act, on behalf of Plaintiff US Bank National Association.

2. The singular shall include the plural and vice versa; the terms "and" and "or" shall be both conjunctive and disjunctive; and the term "including" means "including without limitation".

3. "Date" shall mean the exact date, month and year, if ascertainable, if not, the best approximation of the date (based upon relationship with other events).

4. The word "documents" shall mean any writing, recording, or photograph in your actual or constructive possession, custody, care and control, which pertain directly or indirectly, in whole or in part, either to any of the subjects listed, below or to any other matter relevant to the issues in this action, or which are themselves listed below as specific documents, including, but not limited to: correspondence, memoranda, notes, messages, diaries, minutes, books, reports, charts, ledgers, invoices, computer printouts, computer memory, emails, microfilms, videotapes or tape recordings.

5. "Agent" shall mean any agent, employee, officer, director, attorney, independent contractor or any other person acting at the direction of or on behalf of another.

6. "Person" shall mean any individual, corporation, proprietorship, partnership, trust, association or any other entity.

7. The words "pertain to" or "pertaining to" mean: relates to, refers to, contains, concerns, describes, embodies, mentions, constitutes, constituting,

supports, corroborates, demonstrated, proves, evidences, shows, refutes, disputes, rebuts, controverts or contradicts.

8. The term "third party" or "third parties" refers to individuals or entities that are not parties to this action.

9. The term "action" shall mean the case entitled US Bank National Association, vs. Tien Raymis, et. al., Case Number 09 CA 019499 MB pending in the Circuit Court of the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida.

10. The term "subject property" shall mean 2880 Hidden Hills Road, Unit 802, West Palm Beach, Florida.

11. The word "identify", when used in reference to a document, means and includes the name and address of the custodian of the document, the location of the document, and the general description of the document, including (a) the type of document (correspondence, memorandum, facsimile, etc.), (b) the general subject matter of the document; (c) the date of the document; (d) the author of the document; (e) the addressee of the document; and (f) the relationship of the author and addressee to each other.

12. The word "describe" where used with respect to an act, event, occurrence, or course of conduct, rule or procedure shall mean:

a. State in narrative form all facts relating to such act, event, or occurrences, course of conduct, rule or procedure;

b. State the time and place of each such act, event, occurrence or course of conduct;

c. Identify all documents relating to or referring thereto;

d. Identify all persons present or having knowledge thereto.

13. The term “mortgage” refers to the mortgage which is the subject matter of the above captioned lawsuit.

14. The term “note” refers to a Promissory Note referenced in the complaint which is the subject matter of the above captioned lawsuit.

INSTRUCTIONS

1. Your written response shall state, with respect to each interrogatory, exact information, and if you can not be exact, estimate the information and so indicate with upper and lower boundaries.

2. To the extent that you object, please state the reasons for the objection, including any claim of privilege, and the factual basis therefore to determine the sufficiency of the basis for the objection. If objection is made to part of an interrogatory, the part shall be specified with the reasons, and the remaining parts shall be answered.

3. If you are unable to answer all or part of an interrogatory, identify the person whom you believe has the knowledge or information which the interrogatory addresses.

4. These interrogatories are deemed to be continuing in nature, and in the event you become aware of or acquire in your possession, custody or control, additional information responsive to the interrogatory, you are requested to produce promptly an amendment to the previously supplied interrogatory answer or response.

5. If in responding to these interrogatories you encounter any ambiguity in construing any interrogatory, instruction or definition, please set forth the matter deemed ambiguous and the construction used in responding thereto.

INTERROGATORIES

1. State the name and address of all parties answering or assisting in providing answers to these interrogatories.

2. Please state whether you claim to possess legal or beneficial interest, or both interests in the note or mortgage or both the note and mortgage, and if so, explain why you so claim, identifying any document(s) and clauses therein which gives you the interest(s) you claim and specifying whether you claim rights as an owner or holder of the note or both, and specifying any other rights claimed. If you do not claim any such interest(s) or rights please explain why you do not claim such interest(s).

3. Please state whether you claim to possess the authority or power to file and pursue foreclosure of this note or mortgage or both, and if so, explain why you so claim identifying any document(s) and clauses therein which gives you the authority or power you claim. If you do not claim any such authority of power please explain why you do not claim such authority of power.

4. Please state from what person or entity ("assignor") you took assignment of the note and or mortgage specifying the contact name, full legal name, address, and phone number, of the assignor together with the date you took assignment, and state the same information for any person or entity to which the Loan was ever assigned.

5. Please state the date, amount and nature of any consideration or value given in exchange for each and every assignment of the note and/or mortgage and identify from and to what person or entity such consideration or value was given providing the contact name, full legal name, address and phone number of each such person or entity.

6. Please state all parties that took assignment of the note and/or mortgage between the making of same and your taking assignment of same and provide the contact name, full legal name, address and phone number of each such party.

7. Please state whether between the time of making the Loan and the time of your taking possession and or assignment of the note and mortgage, whether the original lender maintained ownership of the Loan.

8. Please state whether and on what date, the Plaintiff first owned the note and/or mortgage, took assignment of the note and/or mortgage, made an assignment of the note and/or mortgage, or obtained any interest in the note and mortgage, and specify the nature of the interest had on that date.

9. Please state if the note and/or mortgage were ever subject to or included in a "mortgage loan purchase agreement" or similar agreement, and if so, please specify the name to the agreement the date of the agreement, and any amendments, and the parties to the agreement.

10. Please state whether the note and/or the mortgage was ever repurchased or reassigned from the buyer or assignee back to the original seller or assignor or to any predecessor of the buyer or assignee, and if so, state the dates of such and the parties involved.

11. Please explain and describe, for the subject mortgage loan the relationship among parties (including you, the original lender, any servicer, any custodian, any depository, any Special Purpose Vehicle or Special Purpose Entity, etc.), the structure of the securities offered (including the flow of funds or any subordination features) and any other material features of any transaction concerning the sale, transfer or assignment of the mortgage loan at any time between the making of same, through the date of your response to these interrogatories.

12. Please identify each and every document which contains an obligation or option to repurchase the subject mortgage loan and explain, fully the terms, conditions, costs to be incurred or paid by each party upon repurchase and whether and by whom and from whom, the mortgage loan was ever repurchased.

13. Please state, for the note and mortgage, whether and as of what date you secured the originals thereof and from whom, providing the contact name; full legal name, address and phone number each of such party. Please identify the date you discovered the loss of the original mortgage and or note, the name and current address of the person making the discovery, how the discovery was made, and identify all steps that you, or any other person or entity took in an attempt to find the lost mortgage and note, both before filing this suit, and after this suit was filed, stating what efforts specifically were made to locate said note and by whom those efforts were made.

14. Please identify each and every document you obtained or reviewed in connection with your taking possession and or assignment of the note and mortgage and specify for each such document whether you maintain the original or a copy thereof.

15. Identify by name, employer, job title and address the employee(s) of plaintiff with the most knowledge of when and how plaintiff became the owner and holder of the note and mortgage which is the subject matter of this lawsuit, including all sums paid for same and from whom the note and mortgage were purchased.

16. Identify by name, employer, job title and address the employee(s) of plaintiff with the most knowledge of any assignments of the mortgage to plaintiff.

17. Identify by name, employer, job title and address the employee(s) of plaintiff with the most knowledge of all documentation, electronic or otherwise, created in connection with plaintiff's purchase and ownership of the note and mortgage.

18. Identify by name, employer, job title and address the employee(s) of plaintiff with the most knowledge of plaintiff's policy and procedure relate to the purchase and ownership of the note and mortgage.

19. Please state all parties who have provided servicing of the mortgage loan and provide the contact name, full legal name, address and phone number of each such party and the dates that each began servicing the loan.

20. Please state for the history of the mortgage loan, the persons or entity who at any time collected mortgage payments specifying the applicable dates each such person or entity did so collect and specifying the full legal name, address and phone number of each such party.

21. Please state for the history of the mortgage loan, on whose behalf mortgage payments were collected, specifying the applicable date collection was made for each such person or entity and specifying the full legal name, address and phone number of each such party.

22. Please state for the history of the mortgage loan, a full description of the disposition of the collected mortgage payments specifying any person or entity to

which mortgage payments were delivered, transferred, or paid, the applicable dates each such person or entity received the payments and further specifying the full legal name, address and phone number of each such party.

23. Describe your policy and practice relating to the origination, approval, or underwriting, preparation, disbursement and acceptance of assignment of a residential mortgage loan such as the subject transaction(s), including but not limited to all agreements with brokers, lenders, title companies, assignors, etc. Identify all documents relating to or reflecting such policy, practices, and agreements including all documentation required to be in assigned account files, and all forms given or sent to borrowers, information or forms which borrowers are requested to provide in order to obtain a loan, and all instructions, policy and procedure manuals, memoranda and guidelines given to brokers, title companies, lenders and or closing agents, and any person who review account files for approval and or acceptance of assignment.

24. Please identify a representative with knowledge of the facts necessary to respond to each of the interrogatories contained herein or if more than one, identify each such representative providing their name, address and telephone number for each with a brief summary of each representative's knowledge in this matter.

25. Please state with specificity the step by step process by which the signatory to each endorsing it and or assignment on which you intend to rely to establish your right to enforce this mortgage and note, presented substantiation or otherwise identified him/herself as to person so identified in the jurat / acknowledgment, that said person had, the right and or ability and or authority to sign an endorsement and or assignment on behalf of the entity so identified in the jurat/acknowledgment, and include an identification of all documents that the signatory may have used or presented to the notary as substantiation or identification.

26. Please provide the factual and or legal basis for imposing any and all costs which plaintiff seeks against defendants including but not limited to, service of process on unknown tenants, express mail, courier expense, photocopies, title search and examination, property inspections, postage and force placed insurance.

By: _____

STATE OF _____

SS.:

COUNTY OF _____

BEFORE ME the undersigned authority personally appeared, _____ who after being duly sworn and cautioned regarding the consequences of perjury, deposes and says that he/she has read the above interrogatories and that he/she has set his/her hand and seal thereto swearing that answers to the preceding 26 interrogatories are true and correct to the best of his/her knowledge.

_____ Who is personally known to me.

_____ Who produced the following identification

Type of Identification Produced _____.

GIVEN UNDER my hand and official seal this _____ day of _____ 2010.

By: _____

Notary Public, State of

_____ at Large

GRAHAM & ASSOCIATES

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FACSIMILE TRANSMITTAL

TO : Anne M. Cruz-Alvarez, Esquire
FAX NO : 813-251-1541

TO : Scott A. Stoloff, Esquire
FAX NO : 561-615-0128

FROM : Dillon Graham, Esquire

DATE : April 27, 2010

RE : U.S. Bank National Association vs. Tien Raymis, et. al.
Palm Beach Circuit Case No.: 2009 CA 019499 MB

TOTAL PGS: 11

MESSAGE : Attached please find defendant Raymis and Kauls' first set of interrogatories to plaintiff and notice of serving same both dated April 27, 2010.

Fax Broadcast Report

Date & Time : APR-27-2010 04:36PM TUE
Fax Number : 3054448015
Fax Name : Graham & Associates, P.A.
Model Name : WorkCentre 4250

Total Pages Scanned: 11

No.	Remote Station	StartTime	Duration	Page	Mode	Job Type	Result
001	15616150128	04-27 04:31PM	01'47	011/011	EC	HS	Success
002	18132511541	04-27 04:34PM	01'36	011/011	EC	HS	Success

Abbreviations:

HS:Host Send PL:Polled Local EC:Error Correct TS:Terminated by System
HR:Host Receive PR:Polled Remote MP:Mailbox Print RP:Report
WS:Waiting Send MS:Mailbox Save TU:Terminated by User G3:Group3

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL
CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

U.S. BANK NATIONAL
ASSOCIATION as Trustee

DIVISION: AW
CASE NO. 09 CA 019499 MB

Plaintiff,

vs.

TIEN RAYMIS, et. al.,

Defendant.

DEFENDANTS RAYMIS' AND KAULS'
FIRST REQUEST FOR PRODUCTION TO PLAINTIFF

Defendants Tien Raymis, Todd Raymis, Ann Kaul, and Allen Kaul by and through undersigned counsel and pursuant to Rule 1.350 and other applicable rules of the Florida Rules of Civil Procedure, request Plaintiff US Bank National Association, (hereinafter "USB") to produce the following documents and other tangible things at the office of the undersigned within the time frame prescribed by said rules, and states:

DEFINITIONS AND INSTRUCTIONS

1. The term "you", "your" and "plaintiff" as used herein means Plaintiff US Bank National Association, its officers, directors, employees, agents and or other representatives acting on behalf of said plaintiff.

2. The term "Note" as used herein shall refer to the promissory note upon which plaintiff seeks to enforce in this action.

3. "Document(s)" or "written communication(s)" is used in this Request to Produce in the broad and liberal sense and means written, typed, printed, recorded or graphic matter, however produced or reproduced, of any kind and description,

and whether an original or copy, including, but not limited to, papers, notes, accounts, books, advertisements, catalogs, manuals, publications, correspondence, memoranda, letters, computer e-mails, intra-office and inter-office communications, contracts, charts, plans, specifications, drawings, sketches, surveys, minutes of board of directors or committee meetings, ledger books, notebooks, bills, receipts, invoices, appointment books or diary entries.

4. In producing documents requested herein, please produce documents in full, without abridgment, abbreviation or expurgation of any sort. Include all documents and information within your possession, custody or control, including, but not limited to, documents and information in the possession, custody or control of any of your employees, accountants, consultants, attorneys, or other agents or representatives.

5. With respect to all documents requested, please segregate such documents in accordance with the numbered and lettered paragraphs and subparagraphs herein.

6. If a document is called for under more than one Request, it should be produced in response to the first Request and a notice appended to it stating the other Request(s) to which it is claimed that such document is responsive.

7. If copies or drafts exist of documents, the production of which has been requested herein, please produce and submit for inspection and copying each and every copy and draft which differs in any way from the original document or from any other copy or draft.

8. If a document is not produced on the basis of a claim of privilege or statutory authority, please identify the type of document and reason for not producing same by stating with respect to such document: its author(s), addressee(s), date, type of document, subject matter, number of pages, number of attachments or appendices, indicated or blind copies, all persons to whom shown or explained, the present custodian, and the factual or legal basis for the claimed privilege or specific statutory authority which provides the claimed basis for non-production.

9. If any documents requested herein have been destroyed, placed beyond your control, or otherwise disposed of, please identify such document by: author(s), addressee(s), date, type of document, subject matter, number of pages,

number of attachments or appendices, indicated or blind copies, all person(s) to whom distributed, shown or explained, date of destruction or other disposition, reason for destruction or other disposition, person(s) authorizing destruction or other disposition, person(s) destroying or otherwise disposing of document, and if not destroyed, the person(s) in possession of the document otherwise disposed of.

10. Rule 1.350 requires you to produce all requested documentation and other tangible things within the possession, custody and or control of plaintiff, its partners, officers, directors, employees, servants, agents, independent contractors, attorneys and or others acting on behalf of said plaintiff.

11. Each paragraph of this request seeks production of all responsive information recorded, stored and or existing in any format or media whatsoever including but not limited to paper, electronic, magnetic and or digital.

12. Unless otherwise specified, the time period covered by this request shall be from the inception of the subject loan/mortgage.

13. If any document or portion thereof is or will be withheld because of a claim of privilege or for any other reason, provide a list of such document(s) or portion(s) thereof showing, as to each item not produced, information adequate to identify the document and the basis of your claim of privilege adequate to describe the document with sufficient particularity to support a motion to compel or for in camera inspection. Generally, such identification should include:

- a) All reasons why such document is not being produced;
- b) The author(s), recipient(s), and addressee(s);
- c) Each person to whom the original or a copy thereof was sent or delivered, and any others who at any time possessed the document or a copy thereof;
- d) The date or approximate date of the document;
- e) The general subject matter of the document or portion thereof for which privilege is claimed; and
- f) The type of document (e.g., memorandum, report, draft, letter, etc.).

14. Making an objection to a request for production regarding document(s) or other tangible things when same do not exist is prohibited under Florida law and may result in the imposition of sanctions against you. See *First Healthcare Corporation v. Hamilton*, 740 So.2d 1189 (Fla. 4th DCA

1999) and *Greenleaf v. Amerada Hess Corp.*, 626 So.2d 263, 264 n.1 (Fla. 4th DCA 1993).

15. Before responding to this request for production, will you please make such inquiry of your agents, servants, employees, attorneys and other as will enable you to make a full and true response and production in accordance with the Florida Rules of Civil Procedure, Rule 1.350.

DOCUMENTS TO BE PRODUCED

1. Documents in Plaintiff's possession or available to Plaintiff relating to this foreclosure action, including but not limited to:

a. Documents, agreements and other disclosure forms, written communications, notes, memoranda and records concerning the note and mortgage that are the subject of this action, including attorney fee contracts.

b. Receipts for payments made by or to and/or received by the Plaintiff concerning the note and mortgage that are the subject of this foreclosure action.

c. The closing package and loan application relating to this foreclosure action.

d. Correspondence, notes, documents identifying the name, employer and address of the mortgage broker used in the refinance of the loan that is the subject of this foreclosure action.

2. Documents in Plaintiff's possession, custody, control and or available to Plaintiff that establish that the Plaintiff is the legal, beneficial or equitable owner of the promissory note that is the subject of this foreclosure action.

3. Documents in Plaintiff's possession, custody, control and or available to Plaintiff that establish the Plaintiff is the servicer of the loan that is the subject of this foreclosure action.

4. Documents in Plaintiff's possession, custody, control and or available to Plaintiff that identify what entity or entities are the beneficial owner of the subject promissory note that is the subject of this foreclosure action.

5. Communications and or documents evidencing instructions and or directions that the Plaintiff has received or issued concerning the filing of this foreclosure action.

6. Communication, notice, records, notes, internal memoranda, or other documents relating to the filing of this foreclosure action by the Plaintiff.

7. All Assignments, allonges, endorsements and transfer or delivery receipts in the chain of transfer and or title from the original lender to the Plaintiff.

8. Documents in Plaintiff's possession, custody, control and or available to Plaintiff that establish what entity, if not the Plaintiff, that is the servicer of the loan that is the subject of this foreclosure action.

9. Mortgage provisions dictating when payments are due, when payments are late, late fees, defaults, remedies available on default, and collection fees recoverable on default.

10. Mortgage provisions controlling the application of payments between principal, interest, fees, costs, and amounts due to satisfy insurance and property taxes.

11. The service agreement regarding guidelines on the right to assess charges or fees on late payments or defaults.

12. Computer logic business requirements if the company employs an automated system to handle payments or copies of the training materials if payments are handled manually.

13. All notices to debtor of fees, costs, or charges incurred including but not limited to late fees, inspection fees, and appraisals and/or Broker's Price Opinions ("BPOs").

14. All invoices and or internal memorandums reflecting the amount billed for BPOs.

15. Documentation reflecting all costs and expenses incurred by or on behalf of Plaintiff for which it seeks to claim against Defendants in the law suit.

16. Documentation evidencing the payment of all costs and expenses incurred by or on behalf of Plaintiff for which it seeks to claim against Defendants in the law suit.

17. The fee agreement between Plaintiff and its counsel for Plaintiff herein including evidence of payment of all attorney's fees paid by Plaintiff to date in connection with this matter.

18. All notices and other communication with Defendants related to forced-placed insurance on the property which is the subject matter of this action.

19. Loan history reflecting how payments have been applied since the inception of the loan in question.

20. Life of loan transaction history related to the promissory note and mortgage which is the subject matter of this action.

21. The original mortgage or deed of trust and promissory note and all assignments, allonges and endorsements related thereto.

22. Delivery receipts and transfer certificates for the note and mortgage.

23. The Pooling and Servicing Agreement under which the note and mortgage in question are owned and or held that governs your servicing of the loan, which is the subject of this litigation and or any document which describes,

reflects or memorializes your actual servicing relationship for the loan, which is the subject of this litigation.

24. All "master" transaction registers/ledgers of the loan in servicing files or backup files with you or any sub-servicer, including but not limited to the fidelity mortgage servicing system, FiServ or any mortgage servicing system you use. Please provide all information residing in any data field in the system or any component that supports the system that deals with any of the question listed below. (No screen or partial dumps or spreadsheets, please).

25. Provide and include all descriptions and legends of all Codes used in your mortgage serving and accounting system so that the examiners, auditor and experts I have retained to audit and review the mortgage account may properly conduct their work.

26. A certified copy of the front and back portion of mortgage or deed of trust as it exists today along with all assignments whether recorded or not.

27. The original promissory note as it exists today along with all endorsements, affixed or un-affixed allonges, and assignments whether recorded or not with ink signatures.

28. Canceled checks, wire transmittals or other evidence of payment for each assignment of the subject promissory note.

29. All executed, recordable and "non-recordable" assignments associated with the subject loan including, but not limited to assignments, transfers, allonges, or other documents evidencing a transfer, sale or assignment of the mortgage, deed of trust, promissory note or other document that secures payment by Borrower to Borrower's obligation in this account from the inception of the subject loan to the present date.

30. All records, electronic or otherwise, of assignments of my mortgage, deed of trust, promissory note, or servicing rights to the subject mortgage or deed of trust.

31. Any document which reflects the document custodian that safeguards and holds the subject "original" promissory note that Plaintiff(s) signed in ink.

32. All trusts, SPVs, QSPEs, REMICS, and other entities that the note, which is the subject of this litigation, has been assigned to from its inception to the current date.

33. The current trust, SPV, QSPE, SPE, REMIC or entity that owns the note, which is the subject of this litigation.

34. Proof of authority of persons signing such a Board of Director's minutes electing officers and any and all delegations of authority to sign.

35. Any power of attorney ("POA") filed in the mortgaged property's county or any other county that governs your relationship with the loan, which is the subject of this litigation.

36. The affidavit of indebtedness or itemization of amount due given by Plaintiff to initiate this action.

37. All notices of default and or notices of acceleration issued to Defendants in connection with the promissory note and mortgage that is the subject matter of this action.

38. Identify and produce all documents in Plaintiffs possession or available to Plaintiff that establishes that the Lost or Destroyed Note can be re-established, in accordance with Section 673, Florida Statutes and is, in fact, lost or destroyed.

39. Please provide a copy of Plaintiff's receipt, showing who signed it, identifying the date the subject Note was received by Plaintiff.

40. Please identify and provide a copy of any and all documents or records confirming that you were in possession of the original subject Note when it was lost or destroyed.

41. Please identify and provide a copy of any and all documents or records confirming that the subject Original Note was lost.

42. Please identify and provide a copy of any and all documents or records confirming that the subject Original was destroyed.

43. Please identify and provide a copy of any and all documents or records setting forth any and all policies, procedures or work instructions related to the loss or destruction of an original Note or Mortgage while in your possession,

44. The lost note report, or equivalent document or record created in your organization prepared when the original subject Note was discovered to be lost or destroyed.

45. All documents or records that reflect any and all locations where the subject original Note was stored at all times while in your possession, the dates during which the original subject Note was stored at each location, and the persons serving as custodian of the original subject Note at each such location.

46. All documents or records that the where the subject original subject Note was stored at the time it was lost or destroyed, the dates during which the original subject Note was stored at that location, and the person serving as custodian of the original subject Note at that location.

47. All documents or records that reflect the last date that the original subject Note was observed in your possession, the persons making such observation, and last location where the original subject Note was observed to be located.

48. All documents or records that reflect the location where the subject original subject Note was stored at the time it was lost or destroyed, the dates during the original subject Note was stored at that location, and the persons serving as custodian of the original subject Note at that location.

49. All internal memoranda, notes, notices, records, or communications, written, drafted, transmitted, or created identifying the name and title of the witness who discovered the original Note was lost, missing or destroyed.

50. All documents, internal memorandum, lost Notes reports, notices, records, or communication written, drafted, transmitted, or created by the witness who discovered the original Note was lost, missing or destroyed.

51. All documents, internal memorandum, lost note reports, notices, records, or communications written, drafted, or created by all parties who have searched for the original Note and who have certified to its loss or destruction.

52. All internal memoranda, policies and procedures, instructional or operational memoranda, training materials and any other materials or documents created or distributed by Plaintiff and or in Plaintiff's possession relating to the procedures, reports, and other actions that to be employed by Plaintiffs agents, employees, witnesses, or other representatives in order to document how, when and under what circumstances the Note is discovered to be lost, and who is required to follow these policies and or procedures.

53. The lost note affidavit that Plaintiff received from its predecessor, the previous owner of the note, if any.

54. All documentation, receipts, or other records that Plaintiff obtained from its predecessor(s) in order to assure Plaintiff that its predecessor actually bought, paid, and acquired the lost Note legitimately.

55. Provide copy of alt in ages, photocopies, or other copies of the Note provided to the Plaintiff by its predecessor showings indicating, documenting or recording any endorsements on the Note or any attached to the Note.

56. All policies and procedures, instructional or operational memoranda, training materials and any other materials or documents created or distributed by Plaintiff and or in the Plaintiffs possession relating to the procedures, reports, and other actions related to the Plaintiff's destruction policy; including digital images of original documents.

57. All internal memoranda policies and procedures, instructional or operational memoranda, training materials any other materials or created or distributed by Plaintiff and or in the Plaintiff's possession relating to the procedures, reports, and other actions related to Plaintiffs policy with respect to the retention and storage of original documents; the address of any disaster recovery location for the retention and storage of original documents; and the manner and method of tracking original documents.

58. All records, memorandum, or reports that Plaintiff possess showing the receipt of the Original Note at the storage facility; any and all searches conducted for the Original Note; and, reports of the failure to find, or locate the Original Note at the storage facility.

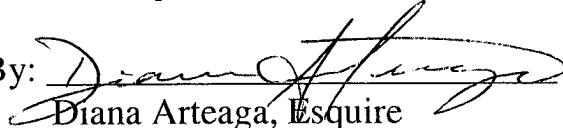
59. Any electronic image of the Note, front and back, which Plaintiff possesses, showing the date when the image was made and endorsements appearing on the Note or Allonges attached to the Note.

60. The Lost Note Affidavit relating to the Note in question that was obtained, procured, or signed by Plaintiff.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing was served by U.S. Mail upon Anne M. Cruz-Alvarez, Esquire, Florida Default Law Group, P.L., Attorneys for Plaintiff, P.O. Box 25018, Tampa, Florida 33622-5018 and Scott A. Stoloff, Esquire, Dicker, Krivok, & Stoloff, P.A., Attorneys for Defendant Links, 1818 Australian Avenue South, Suite 400, West Palm Beach, Florida 33409 on April ~~26~~^{27th}, 2010.

GRAHAM & ASSOCIATES, P.A.
Counsel for Defendants Raymis/Kaul
Ponce Plaza, Suite 410
814 Ponce de Leon Boulevard
Coral Gables, Florida 33134
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By: 
Diana Arteaga, Esquire
Florida Bar Number 71411

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FACSIMILE TRANSMITTAL

TO : Anne M. Cruz-Alvarez, Esquire
FAX NO : 813-251-1541

TO : Scott A. Stoloff, Esquire
FAX NO : 561-615-0128

FROM : Dillon Graham, Esquire

DATE : April 27, 2010

RE : U.S. Bank National Association vs. Tien Raymis, et. al.
Palm Beach Circuit Case No.: 2009 CA 019499 MB

TOTAL PGS: 13

MESSAGE : Attached please find defendant Raymis and Kauls' first request for production to plaintiff dated April 27, 2010

Fax Broadcast Report

Date & Time : APR-27-2010 04:41PM TUE
Fax Number : 3054448015
Fax Name : Graham & Associates, P.A.
Model Name : WorkCentre 4250

Total Pages Scanned: 13

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002	18132511541	04-27 04:39PM	01'55	013/013	EC	HS	Success

Abbreviations:

HS:Host Send PL:Polled Local EC:Error Correct TS:Terminated by System
HR:Host Receive PR:Polled Remote MP:Mailbox Print RP:Report
WS:Waiting Send MS:Mailbox Save TU:Terminated by User G3:Group3

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL
CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

U.S. BANK NATIONAL
ASSOCIATION as Trustee

DIVISION: AW
CASE NO. 09 CA 019499 MB

Plaintiff,

vs.

TIEN RAYMIS, et. al.,

Defendant.

DEFENDANTS RAYMIS' AND KAULS' FIRST REQUEST
FOR ADMISSIONS TO PLAINTIFF

Defendants Tien Raymis, Todd Raymis, Ann Kaul, and Allen Kaul by and through undersigned counsel and pursuant to Rule 1.370 and other applicable rules of the Florida Rules of Civil Procedure, request Plaintiff US Bank National Association, (hereinafter "USB") to admit the following within the time frame prescribed by said rules, and states:

REQUESTS FOR ADMISSION

1. Referring to the original mortgage and note which are the subject of Plaintiffs Complaint, the full name of the original Lender listed on the said mortgage and note in the amount of \$228,000.00 dated September 29, 2006, and signed by Tien Raymis is First Meridian Mortgage.
2. Plaintiff is not the lender named in the original mortgage note which is the subject of this case.
3. Plaintiff is not the holder of the original mortgage note.

4. Plaintiff is not the owner of the original mortgage note.
5. The original lender has not transferred possession of the original mortgage note or any rights thereunder to Plaintiff.
6. Plaintiff is not in possession of the original mortgage note.
7. The original mortgage note has not been lost or destroyed.
8. The original lender does not have a signed Power of Attorney authorizing it to any type of affidavit attesting to the loss of the original mortgage note or its destruction.
9. Plaintiff never had possession of the original mortgage note before it was allegedly lost.
10. Plaintiff has no actual knowledge as to who lost the original mortgage note.
11. If the original mortgage note in this case included an allonge, then the said allonge was permanently affixed to the said note.
12. An allonge cannot be permanently affixed to a mortgage note by way of a paper clip, staple or scotch tape.
13. If an allonge was affixed to the original mortgage note in this case, it was because there was insufficient room at the bottom or foot of the original mortgage note for any endorsements.
14. All conditions precedent to the acceleration of the note and foreclosure have occurred, been preformed, waived or excused.
15. Plaintiff does not possess standing to bring this lawsuit.
16. No Assignment of Mortgage was recorded in the Public Records prior to the institution of this lawsuit, which would have assigned the Mortgage which is the subject of this foreclosure action to the Plaintiff.

17. Plaintiff never held physical possession of the original note which is the subject of this foreclosure action prior to the institution of this Action.

18. A direct endorsement from the original lender to the Plaintiff in this action has not been affixed to the Note which is the subject of this foreclosure action prior to the institution of this Action.

19. The Pooling and Servicing Agreement for the Trust Plaintiff does not permit the equitable assignment of mortgages.

20. MERS has never claimed any beneficial rights or any form of ownership rights in the original mortgage note.

21. MERS is not the holder of the original mortgage note in this case.

22. Any rights MERS may have had in the original mortgage note would have been transferred to the Master Document Custodian for the securitized trust when the trust was formed or shortly thereafter.

23. MERS has no business records as to the receipt of any payments on the original mortgage note.

24. MERS has no business records as to the application of payments on the original mortgage note.

25. MERS has no employees who have ever serviced the original mortgage loan in this case.

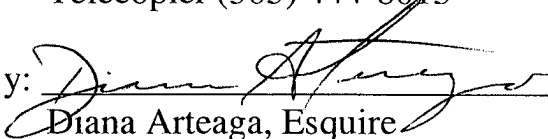
26. As between MERS and the Trustee for the securitized trust, the Trustee has all the rights of ownership and possession which respect to the original mortgage note.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing was served by U.S. Mail upon Anne M. Cruz-Alvarez, Esquire, Florida Default Law

Group, P.L., Attorneys for Plaintiff, P.O. Box 25018, Tampa, Florida 33622-5018
and Scott A. Stoloff, Esquire, Dicker, Krivok, & Stoloff, P.A., Attorneys for
Defendant Links, 1818 Australian Avenue South, Suite 400, West Palm Beach,
Florida 33409 on April 27th, 2010.

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FROM : Dillon Graham, Esquire

DATE : April 27, 2010

RE : U.S. Bank National Association vs. Tien Raymis, et. al.
Palm Beach Circuit Case No.: 2009 CA 019499 MB

TOTAL PGS: 5

MESSAGE : Attached please find defendant Raymis and Kauls' first request for admissions to plaintiff dated April 27, 2010

Fax Broadcast Report

Date & Time : APR-27-2010 04:44PM TUE
Fax Number : 3054448015
Fax Name : Graham & Associates, P.A.
Model Name : WorkCentre 4250

Total Pages Scanned: 5

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Abbreviations:

HS:Host Send PL:Polled Local EC:Error Correct TS:Terminated by System
HR:Host Receive PR:Polled Remote MP:Mailbox Print RP:Report
WS:Waiting Send MS:Mailbox Save TU:Terminated by User G3:Group3

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL
CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA

U.S. BANK NATIONAL
ASSOCIATION as Trustee

DIVISION: AW
CASE NO. 09 CA 019499 MB

Plaintiff,

vs.

TIEN RAYMIS, et. al.,

Defendant.

**DEFENDANTS RAYMIS' AND KAULS' SECOND REQUEST
FOR ADMISSIONS TO PLAINTIFF**

Defendants Tien Raymis, Todd Raymis, Ann Kaul, and Allen Kaul by and through undersigned counsel and pursuant to Rule 1.370 and other applicable rules of the Florida Rules of Civil Procedure, request Plaintiff US Bank National Association, (hereinafter "USB") to admit the following within the time frame prescribed by said rules, and states:

REQUESTS FOR ADMISSION

1. The original mortgage note in this case is part of a Securitized Trust composed of more than one mortgage loan.
2. The Securitized Trust was created by a Pooling and Servicing Agreement.
3. The Pooling and Servicing Agreement includes mandatory rules as to the time for transfer of all original mortgage notes and security instruments (mortgages and deeds of trust) to the Master Document Custodian for the Trust.

4. The original mortgage note was in fact transferred and delivered to the Master Document Custodian for the Trust.

5. The original mortgage note was received by the Master Document Custodian for the Trust prior to the final date for the delivery of the same as set forth in the conveyancing rules of the Pooling and Servicing Agreement.

6. The Master Document Custodian filed a written report with the Trustee for the Securitized Trust in which it attested to the actual possession and custody of the original mortgage note in this case.

7. The named Depositor for the Securitized Trust in this case actually transferred the original mortgage note to the Master Document Custodian for the Trust.

8. The Sponsor for the Securitized Trust in this case actually transferred the original mortgage note to the Depositor for the Trust.

9. The Master Document Custodian for the Securitized Trust in this case verified in writing to the Trustee for the Trust that it had confirmed an unbroken chain of transfers and deliveries of the original mortgage note from the Originator to the Sponsor, from the Sponsor to the Depositor, from the Depositor to the Trustee for the Trust, and from the Trustee to the Master Document Custodian for the Trust.

10. The Trustee for the Securitized Trust in this case is the lawful owner and possessor of the original mortgage note.

11. No party, other than the Trustee for the Securitized Trust in this case, has any legal claims or rights in the original mortgage note.

12. Any and all documents that purport to transfer the original mortgage note from the Originator to you would not be consistent with the mandatory

conveyancing rules in the Pooling and Servicing Agreement for the Trust that actually owns the original mortgage note.

13. The Securitized Trust that owns the original mortgage note in this case issued bonds to various parties who thereby acquired an ownership interest in the corpus of the Trust.

14. The corpus of the Trust consisted and does consist of original mortgage notes such as the note in this case.

15. The bonds issued by the Trust could not have been sold without such ratings by Fitch, Moody's or Standard & Poor's.

16. The investment-grade bonds issued by the Trust could not have been sold without such ratings by Fitch, Moody's or Standard & Poor's.

17. In rating the bonds, Fitch, Moody's or Standard & Poor's represented and confirmed to the potential bond buyers that the Master Document Custodian actually had physical possession of all original mortgage notes to be delivered to the Trust, including the note in this case.

18. In rating the bonds, Fitch, Moody's or Standard & Poor's represented and confirmed to the potential bond buyers that all of the original mortgage notes had been properly transferred and delivered to the Master Document Custodian in an unbroken chain of transfers and deliveries from the originator to the intermediate parties and from such parties to the said Master Document Custodian for the Trust.

19. In rating the bonds, Fitch, Moody's or Standard & Poor's represented and confirmed to the potential investment-grade bond buyers that all or the original mortgage notes had been transferred to the Trust in true sales from each party in the chain of transfers and deliveries.

20. The Prospectus for the Trust in this case represents that the mortgage loans are owned by the Trust and are bankruptcy remote from any claims against the originators of the said loan.

21. The Prospectus for the Trust in this case represents that each transfer and delivery original mortgage notes from the originator to the sponsor, from the sponsor to the depositor and from the depositor to the Master Document Custodian for the Trust was a true and arms-length sale.

22. The Prospectus for the Trust in this case represents that the Trust is the lawful owner and the possessor of all original mortgage notes included in the Trust, including the original mortgage loan in this case.

23. Each transfer of the Note from the originator through the chain of ownership to the Plaintiff was accomplished for value and consideration was paid for same.

24. Each time the Note was transferred a written record of its transfer was kept, evidencing how said note had been purchased and paid for.

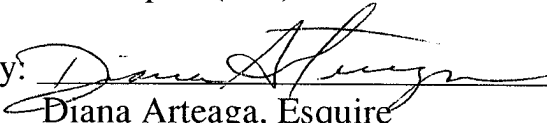
25. Each time the physical possession of the Note was transferred a written record of it's transfer was kept, showing from whose possession it was transferred out of and into whose possession it was transferred into.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing was served by U.S. Mail upon Anne M. Cruz-Alvarez, Esquire, Florida Default Law Group, P.L., Attorneys for Plaintiff, P.O. Box 25018, Tampa, Florida 33622-5018

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TOTAL PGS: 5

MESSAGE : Attached please find defendant Raymis and Kauls' second request for admissions to plaintiff dated April 27, 2010

Fax Broadcast Report

Date & Time : APR-27-2010 04:47PM TUE
Fax Number : 3054448015
Fax Name : Graham & Associates, P.A.
Model Name : WorkCentre 4250

Total Pages Scanned: 6

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