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91. Rep. [Brad Miller](#) (DEM-NC-13th)

92. Rep. [David Scott](#) (DEM-GA-13th)

93. Rep. [Artur Davis](#) (DEM-AL-7th)

94. Rep. [Al Green](#) (DEM-TX-9th)

95. Rep. [Emanuel Cleaver](#) (DEM-MO-5th)

96. Rep. [Melissa Bean](#) (DEM-IL-8th)

97. Rep. [Debbie Wasserman Schultz](#)
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98. Rep. [Gwen Moore](#) (DEM-WI-4th)

66. Rep. [Patrick McHenry](#) (REP-NC-10th)

67. Rep. [John Campbell](#) (REP-CA-48th)

Independents

99. Rep. [Bernard Sanders](#) (IND-VT-At-Large)

- 100. Massachusetts Attorney General, Tom Reilly
- 101. The Trustees (Richard King & Jonathan Goldsmith)
- 102. The 3 Credit Bureaus (Equifax, Experian, Transunion)
- 103. Members Of The Media

AND TO NOTIFYING THE ATTORNEYS REPRESENTING

- 104. Danversbank
- 105. Ameriquest Mortgage
- 106. Commonwealth Land Title Insurance Company
- 107. New Century Mortgage And
- 108. Chase Home Finance:

Of Their '**Default For Violating The Truth-In-Lending Act (TILA) By Disregarding And Not Responding Within the 20 Days Timeframe to The TILA Rescission Letter of September 21, 2006**'.

This Motion Will Serve As Proof of Notification According To The Official Staff Commentary, 226.2(A)(22)-2 as Authorizing Service on Attorney, Lenders and Agents With Supporting Authority.

Pierre R. Augustin, Pro Se

28 Cedar Street, #2
Lowell, MA 01852 USA
Tel: (617) 202-8069

November 15, 2006

Re: Default Letter to Lenders/Attorneys for violating TILA Rescission Letter

The **Congress** of the **United States** intended to make rescission remedy available in all instances where prohibited conduct occurs in the course of the credit transaction. TILA does not require Mr. Pierre R. Augustin to notify DanversBank, Ameriquest Mortgage, Commonwealth Land Title Insurance Company, New Century Mortgage and Chase Home Finance of specific violations. The proceeding statements of facts are not an exhaustive list, as other violations may be uncovered through discovery and that there are potential consequences to the above Lenders for ignoring the notice to rescind letter of September 21, 2006. **Hence, this letter is organized as follows:**

- I. Emancipation Redress
- II. Rule 6009
- III. TILA Pleading
- IV. Rule 1009
- V. Amendment of Schedules
- VI. Judge ruling on Amendment of Schedules of July 3, 2006
- VII. Rule 4003
- VIII. TILA & Res Judicata
- IX. Timely Notified Attorneys of TILA Right of Rescission
- X. Equitable Tolling
- XI. Security Interest is Void
- XII. Extended Right of Rescission
- XIII. Non-Compliance
- XIV. Sources of Law in Truth in Lending Cases
- XV. Synopsis of How Rescission Works
- XVI. Step One of Rescission
- XVII. Step Two of Rescission
- XVIII. Step Three of Rescission
- XIX. Conclusion

I. Emancipation Redress

In America, no one is considered to be above the law. The United States Constitution is considered the supreme law of the land both because of its content and because its authority is derived from the people. However, first and foremost, Mr. Pierre R. Augustin, Pro Se meditates and relies on the divine guidance of the almighty to provide him with wisdom to dissect and to comprehend the meaning of the law of the land.

Mr. Pierre R. Augustin, Pro Se strongly believes in the transparency of the judicial system in the United States of America to uphold the law in the search of Justice. For, it is the only forum whereby an average ‘Joe’ citizen like myself who never had any infraction with the law, was left with the only viable option of bankruptcy and ‘**TILA Rescission**’ as a defense to foreclosure to protect his property rights without money, status and political connection in seeking the emancipation and the redress from the violation of the law by defendants’ powerful corporations with unlimited budget represented by the most savvy lawyers on just about equal term.

Intuitively, Mr. Pierre R. Augustin, Pro Se recognizes that he is facing lawyers that are well schooled with an in-depth knowledge of the law and various courtroom strategies that he lacks. Although not a lawyer or pretending to be one, Mr. Pierre R. Augustin, Pro Se action is symmetrical to many pro se individual from the early settlers in the state of Massachusetts who could not afford expensive legal representation in the search of fairness, equal protection and justice under the law.

Unequivocally, the paramount reason for Mr. Pierre R. Augustin, Pro Se, written ‘Default Letter for disregarding the TILA rescission letter’ against DanversBank, Ameriquest Mortgage, Commonwealth Land Title Insurance Company, New Century Mortgage and Chase Home Finance rest on the principle of Emancipation and Redress which are intertwined with his property rights as "the guardian of every other right".

II. Rule 6009

Prosecution and Defense of Proceedings by Debtor. With or without court approval, the trustee or debtor

in possession may prosecute or may enter an appearance and defend any pending action or proceeding by or against the debtor, or commence and prosecute any action or proceeding in behalf of the estate before any tribunal.

III. TILA Pleading

Under the Federal Rules of Civil Procedures, it may be sufficient to plead that the TILA has been violated. (Fed.R. Civ. P. 8(a)). **Specific violations do not necessarily have to be alleged with particularity** (Brown v. Mortgagestar, 194 F. Supp. 2d 473 (S.D. W. Va. 2002) (notice pleading is all that is required in TILA case); Herrera v. North & Kimball Group, Inc., 2002 WL 253019 (N.D. Ill. Feb. 20, 2002) (notice pleading sufficient; response to motion to dismiss can supplement complaint by alleging facts re specific documents assigned); Staley v. Americorp. Credit Corp., 164 F. Supp. 2d 578 (D. Md. 2001) (Mr. Pierre R. Augustin, Pro Se need not specify specific statute or regulations that entitle him to relief; court will examine complaint for relief on any possible legal theory); Hill v. GFC Loan Co., 2000 U.S. Dist. Lexis 4345 (N.D. Ill. Feb. 15, 2000). The consumer's complaint need not plead an error exceeded the applicable tolerance, since this is an affirmative defense (Inge v. Rock Fin. Corp., 281 F.3d 613 (6th cir. 2002)). In page 2 (**See Exhibit 1**) of Mr. Pierre R. Augustin, Pro Se's civil complaint, he stated that TILA was in of the Jurisdiction of all the claims against the creditors or defendants in that civil action. At #6 of page 14 (**See Exhibit 2**) of civil complaint, Mr. Pierre R. Augustin, Pro Se explicitly stated that the New Century Mortgage Note which is now assigned to Chase is in violation of TILA and Regulation Z claims. In page 17 of the civil complaint, Mr. Pierre R. Augustin, Pro Se did mention rescission and statutory damages (**See Exhibit 3**).

IV. Rule 1009

Amendments of Voluntary Petitions, Lists, Schedules and Statements, (a) General right to amend. A voluntary petition, list, schedule, or statement may be amended by the debtor as a matter of course at any time before the case is closed. A debtor may amend schedules even after a discharge is granted so long as the case is not yet closed. (In re Michael, 163 F.3d 526, 529 (9th Cir. 1998)).

V. Amendment of Schedules

On July 3, 2006, Mr. Pierre R. Augustin, Pro Se filed a motion to amend schedule B & C which was allowed with "No Objection" by the **bankruptcy court (See Docket # 94)**. Mr. Pierre R. Augustin, Pro Se cited his civil suit, case#: 06-10368, as an asset in Schedule B and exempted it in Schedule C. In retrospect, Mr. Pierre R. Augustin, Pro Se states that there was absolutely no objection by the Trustee or Creditors/Lenders to the motion to amend schedules and the motion was allowed by the bankruptcy court uncontested. Also, neither the Trustee nor the creditors ever filed an appeal within the 10 days or time limit. **Hence, the order entered by Judge Rosenthal (See docket # 94) on July 19, 2006 was deemed final and unappealable.** However, on November 9, 2006, despite rule 1009 and on point cited case law in Memorandum (**See Exhibit 4**), the Judge sided with the Trustee and 4 other Attorneys in denying a motion for exercising a right to amend schedule [not a privilege] (once the security interest is void, the secured note is classified as unsecured), which should have been allowed based on the notion of **Res Judicata and Collateral Estoppel**.

Rule 4003 (c) - Burden of Proof – Because a claimed exemption is presumptively valid, an objecting party must prove the exemption is not proper. *However, the Attorneys and the Judge concluded (all by making the same statement) in saying "enough is enough" (see November 9, 2006 transcript at Bankruptcy court #: 05-46957) as the only valid statement to trample on a given right of Rule 1009 and 4003(c). Essentially, no substantial or valid reason was given or put forth at the hearing [this is a travesty of Justice or a one-sided ruling contrary totally and absolutely to the meaning, interpretation and spirit of the rule of law].*

On April 17, 2006, the Trustee filed a Trustee's Report of No Distribution states as follows: "...has received no property nor paid any money on account of the estate except exempt property, and diligent inquiry having been made, trustee states that there is no nonexempt property available for distribution to creditors. Pursuant to FRB 5009, trustee certifies that the estate is fully administered and requests that the report be approved and the trustee discharged from any further duties. (Entered: 04/17/2006 at the United States Bankruptcy Court, District of Massachusetts)".

Once the Trustee has filed a final report certifying that the estate has been fully administered, if no objection is filed within thirty days, there is a presumption that full administration has taken place regardless of whether the case is closed. Once the presumption is in place, all property scheduled which has not been administered is deemed abandoned. Also, the usual ground for abandonment is that the property is of no value to the estate. Once the property is abandoned, title reverts to the debtor.

Bankruptcy rules state that (a) After notice and a hearing, the trustee may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate. The exception to that rule reflects Mr. Pierre R. Augustin's situation as stated: (c) Unless the court orders otherwise, any property scheduled under section 521(1) of this title not otherwise administered at the time of the closing of a case is abandoned to the debtor and administered for purposes of section 350 of this title. Also, if the Trustee does not timely object to a claim of exemption (see docket 394, #: 05-46957), the property will be deemed exempt, even if there is no basis for the exemption. (Taylor v. Freeland & Kronz, 503 U.S. 638, 643-45 (1992)). (see docket # 94) (Fed. R. Bankr. P. 1009; In re Olson, 253 B.R. 73 (B.A.P. 9th Cir. 2000); see also In re Kaelin, 308 F. 3d 885 (8th Cir. 2002) (debtor who promptly amended to exempt cause of action after he first learned about it was permitted to claim exemption)).

VI. Judge ruling on Amendment of Schedules of July 3, 2006

07/19/2006 ALLOWED. NO OBJECTIONS
FILED.

P.R.A



VII. Rule 4003

Rule 4003 requires that Mr. Pierre R. Augustin claim his exemptions on the official Form, schedule C, property claimed as exempt. Rule 4003(a), Amended Exemptions. Debtor's amendment of schedules to claim an exemption does not reopen the objection period as to assets already claimed exempt (In re Hickman, 157 B.R. 336 (Bankr. N.D. Ohio 1993)) like the one filed by the Debtor on July 3, 2006 (See Docket # 94).

VIII. TILA & Res Judicata

(Analogous to Mr. Pierre R. Augustin, Pro Se's situation since he had never litigated fully or raised any TILA claims affirmatively or defensively) – A rescission action may not be barred by prior or subsequent TIL litigation which did not involve rescission (Smith v. Wells Fargo Credit Corp., 713 F. Supp. 354 (D. Ariz. 1989) (state court action involving, inter alia TIL disclosure violations did not bar a subsequent action based on rescission notice violations in conjunction with same transaction which were not alleged or litigated in prior action) (See also In re Laubach, 77 B.R. 483 (Bankr. E.D. Pa. 1987) (doctrine of merger bars raising state and federal law claims arising from a transaction on which a previous successful federal TILA action was based; merger does not bar, however, rescission-based on the same transaction)).

IX. Timely Notified Lenders/Attorneys of TILA Right of Rescission

Mr. Pierre R. Augustin, Pro Se filed a copy of the notice of rescission letter (**See Exhibit 5**) in the bankruptcy court on September 21, 2006 notifying the attorneys representing DanversBank, Ameriquet Mortgage, Commonwealth Land Title Insurance Company, New Century Mortgage and Chase Home Finance as well as having certified receipt return of proof of delivery to the Lawyers are proof of notification according to the Official Staff Commentary, 226.2(a)(22)-2 as authorizing service on attorney. The Truth-in-Lending law empower Mr. Pierre R. Augustin, Pro Se to exercise his right in writing by notifying creditors of his cancellation by mail to rescind the mortgage loan transactions per (Reg. Z §§ 226.15(a)(2), 226.23(a)(2), Official Staff Commentary § 226.23(a)(2)-1) and 15 U.S.C. § 1635(b).

X. Equitable Tolling

The filing of Bankruptcy tolls or extends the rescission time as Mr. Pierre R. Augustin, Pro Se had filed for bankruptcy on September 26, 2005 and obtained a discharge on September 26, 2006. Also, the principle of equitable tolling does apply to TILA 3 years period of rescission since despite due diligence, Mr. Pierre R. Augustin, Pro Se could not have reasonably discovered the concealed fact of TILA violations in-depth and explicitly until September 17, 2006 at about 5 a.m. in reading the Truth-in-Lending book by the National Consumer Law Center.

The equitable tolling principles are to be read into every federal statute of limitations unless Congress expressly provides to the contrary in clear and ambiguous language, (See *Rotella v. Wood*, 528 U.S. 549, 560-61, 120 S. Ct. 1075, 145 L. Ed. 2d 1047 (2000)). Since TILA does not evidence a contrary Congressional intent, its statute of limitations must be read to be subject to equitable tolling, particularly since the act is to be construed liberally in favor of consumers.

XI. Security Interest is Void

The statute and regulation specify that the security interest, promissory note or lien arising by operation of law on the property becomes automatically void. (15 U.S.C. § 1635(b); Reg. Z §§ 226.15(d)(1), 226.23(d)(1)). As noted by the Official Staff Commentary, the creditor's interest in the property is "automatically negated regardless of its status and whether or not it was recorded or perfected." (Official Staff Commentary §§ 226.15(d)(1)-1, 226.23(d)(1)-1). Also, the security interest is void and of no legal effect irrespective *of whether the creditor makes any affirmative response to the notice*. Also, strict construction of Regulation Z would dictate that the voiding be considered absolute and not subject to judicial modification. This requires DanversBank, Ameriquet Mortgage, Commonwealth Land Title Insurance Company, New Century Mortgage and Chase Home Finance to submit canceling documents creating the security interest and filing release or termination statements in the public record. (Official Staff Commentary §§ 226.15(d)(2)-3, 226.23(d)(2)-3.)

XII. Extended Right of Rescission

The statute and Regulation Z make it clear that, if Mr. Pierre R. Augustin, Pro Se has the extended right and chooses to exercise it, the security interest and obligation to pay charges are automatically voided. (Cf. *Semar v. Platte Valley Fed. Sav. & Loan Ass'n*, 791 F.2d 699, 704-05 (9th Cir. 1986) (courts do not have equitable discretion to alter substantive provisions of TILA, so cases on equitable modification are irrelevant). The statute, section 1635(b) states: "When an obligor exercises his right to cancel..., any security interest given by the obligor... becomes void upon such rescission". Also, it is clear from the statutory language that the court's modification authority extends only to the procedures specified by section 1625(b).

The voiding of the security interest is not a procedure, in the sense of a step to be followed or an action to be taken. The statute makes no distinction between the right to rescind in three day or extended in three years for federal and four years under Mass. TILA, as neither cases nor statute give courts equitable discretion to alter TILA's substantive provisions. Since the rescission process was intended to be self-enforcing, failure to comply with the rescission obligations subjects DanversBank, Ameriquest Mortgage, Commonwealth Land Title Insurance Company, New Century Mortgage and Chase Home Finance to potential liability.

XIII. Non-Compliance

Non-compliance is a violation of the act which gives rise to a claim for actual and statutory damages under 15 USC 1640. TIL rescission does not only cancel a security interest in the property but it also cancels any liability for the Mr. Pierre R. Augustin, Pro Se to pay finance and other charges, including accrued interest, points, broker fees, closing costs and that the lenders must refund to Mr. Pierre R. Augustin, Pro Se all finance charges and fees paid.

In case DanversBank, Ameriquest Mortgage, Commonwealth Land Title Insurance Company, New Century Mortgage and Chase Home Finance do not respond to this default letter, Mr. Pierre R. Augustin, Pro Se has the option of enforcing the rescission right in the federal, bankruptcy or state court (See S. Rep. No. 368, 96th Cong. 2 Sess. 28 at 32 reprinted in 1980 U.S.C.A.N. 236, 268 ("The bill also makes explicit that a consumer may institute suit under section 130 [15 U.S.C., 1640] to enforce the right of rescission and recover costs and attorney fees").

TIL rescission does not only cancel a security interest in the property but it also cancels any liability for Mr. Pierre R. Augustin, Pro Se to pay finance and other charges, including accrued interest, points, broker fees, closing costs and the lenders must refund to Mr. Pierre R. Augustin, Pro Se all finance charges and fees paid. Thus, DanversBank, Ameriquest Mortgage, Commonwealth Land Title Insurance Company, New Century Mortgage and Chase Home Finance are obligated to return those charges to Mr. Pierre R. Augustin, Pro Se (Pulphus v. Sullivan, 2003 WL 1964333, at *17 (N.D. Apr. 28, 2003) (citing lender's duty to return consumer's money as reason for allowing rescission of refinanced loan); McIntosh v. Irving Union Bank & Trust Co., 215 F.R.D. 26 (D. Mass. 2003) (citing borrower's right to be reimbursed for prepayment penalty as reason for allowing rescission of paid-off loan).

XIV. Sources of Law in Truth in Lending Cases

"These include TILA itself, the Federal Reserve Board's Regulation Z which implements the Act, the Official Staff Commentary on Regulation Z, and case law. Except where Congress has explicitly relieved lenders of liability for noncompliance, it is a strict liability statute. (Truth-In-Lending, 5th Edition, National Consumer Law Center, 1.4.2.3.2, page 11)

XV. Synopsis of How Rescission Works

The process starts with the consumer's notice to the creditor that he or she is rescinding the transaction. As the bare bones nature of the FRB model notice demonstrates, it is not necessary to explain why the consumer is canceling. The FRB Model Notice simply says: "**I WISH TO CANCEL**," followed by a signature and date line (Arnold v. W.D.L. Invs., Inc., 703 F.2d 848, 850 (5th cir. 1983) (clear intention of TILA and Reg. Z is to make sure that the creditor gets notice of the consumer's intention to rescind)).

The statute and Regulation Z states that if creditor disputes the consumer's right to rescind, it should file a declaratory judgment action within the twenty days after receiving the rescission notice, before its deadline to return the consumer's money or property and record the termination of its security interest (15

USC 1625(b)). Once the lender receives the notice, the statute and Regulation Z mandate 3 steps to be followed.

XVI. Step One of Rescission

First, by operation of law, the security interest and promissory note automatically becomes void and the consumer is relieved of any obligation to pay any finance or other charges (15 USC 1635(b); Reg. Z-226.15(d)(1),226.23(d)(1), See Official Staff Commentary § 226.23(d)(2)-1). (See Willis v. Friedman, Clearinghouse No. 54,564 (Md. Ct. Spec. App. May 2, 2002) (Once the right to rescind is exercised, the security interest in the Mr. Pierre R. Augustin's property becomes void ab initio)). Thus, the security interest is void and of no legal effect irrespective of whether the creditor makes any affirmative response to the notice. (See Family Financial Services v. Spencer, 677 A.2d 479 (Conn. App. 1996) (all that is required is notification of the intent to rescind, and the agreement is automatically rescinded).

It is clear from the statutory language that the court's modification authority extends only to the procedures specified by section 1635(b). The voiding of the security interest is not a procedure, in the sense of a step to be followed or an action to be taken. The statute makes no distinction between the right to rescind in 3-day or extended as neither cases nor statute give courts equitable discretion to alter TILA's substantive provisions. Also, after the security interest is voided, secured creditor/note becomes unsecured. (See Exhibit #6)

XVII. Step Two of Rescission

Second, since Mr. Pierre R. Augustin has legally rescinded the loans transaction, the mortgage holders (DanversBank, Ameriquet Mortgage, Commonwealth Land Title Insurance Company, New Century Mortgage and Chase Home Finance) must return any money, including that which may have been passed on to a third party, such as a broker or an appraiser and to take any action necessary to reflect the termination of the security interest within 20 calendar days of receiving the rescission notice which has expired. The creditor's other task is to take any necessary or appropriate action to reflect the fact that the security interest was automatically terminated by the rescission within 20 days of the creditor's receipt of the rescission notice (15 USC 1635(b); Reg. Z-226.15(d)(2),226.23(d)(2)).

XIII. Step Three of Rescission

Mr. Pierre R. Augustin is prepared to discuss a tender obligation, should it arise, and satisfactory ways in which to meet this obligation. The termination of the security interest is required before tendering and step 1 and 2 have to be respected by DanversBank, Ameriquet Mortgage, Commonwealth Land Title Insurance Company, New Century Mortgage and Chase Home Finance.

XIV. Conclusion

I am requesting an itemized statement of my payment record to DanversBank, Ameriquet Mortgage, Commonwealth Land Title Insurance Company, New Century Mortgage and Chase Home Finance. When Mr. Pierre R. Augustin rescinds within the context of a bankruptcy, courts have held that the rescission effectively voids the security interest, rendering the debt, if any, unsecured (**See Exhibit #6**). (See in re Perkins, 106 B.R. 863, 874 (Bankr. E.D.Pa. 1989); In re Brown, 134 B.R. 134 (Bankr. E.D.Pa. 1991); In re Moore, 117 B.R. 135 (Bankr.E.D. Pa. 1990)).

Once the court finds a violation such as not responding to the TILA rescission letter, no matter how technical, it has no discretion with respect to liability (in re Wright, supra. At 708; In re Porter v. Mid-

Penn Consumer Discount Co., 961 F.2d 1066, 1078 (3d. Cir. 1992); Smith v. Fidelity Consumer Discount Co., Supra. At 898. Any misgivings creditors may have about the technical nature of the requirements should be addressed to Congress or the Federal Reserve Board, not the courts.

Since DanversBank, Ameriquest Mortgage, Commonwealth Land Title Insurance Company, New Century Mortgage and Chase Home Finance have not cancelled the security interest and return all monies paid by Mr. Pierre R. Augustin within the 20 days of receipt of the letter of rescission of September 21, 2006, the lenders named above are responsible for actual and statutory damages pursuant to 15 U.S.C. § 1640(a).

Once again, please send me a copy of my payment history and other document showing the loan disbursements, loan charges and payment made. Also, DanversBank, Ameriquest Mortgage, Commonwealth Land Title Insurance Company, New Century Mortgage and Chase Home Finance are to take any necessary or appropriate action to reflect the fact that the security interest was automatically terminated by the rescission (15 USC 1635(b); Reg. Z-226.15(d)(2),226.23(d)(2). This requires canceling documents creating the security interest and filing release or termination statements in the public record of **FREE and CLEAR TITLE** to Mr. Pierre R. Augustin. Thank you (TTTLMG).

~~May GOD Bless America.~~



Pierre Richard Augustin, Pro Se, MPA, MBA
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Tel: 617-202-8069

CERTIFICATE OF SERVICE

I, Pierre R. Augustin, hereby certify that a true copy of the above document was delivered in person November 15, 2006 to US District Court, Boston, MA and the US Bankruptcy Court, Worcester, MA, District of Massachusetts and served by United States Postal Mail, postage upon Attorneys for DanversBank, Ameriquest Mortgage, Commonwealth Land Title Insurance Company, New Century Mortgage, Chase Home Finance and other Attorneys mailed on November 15, 2006.

X Pierre R. Augustin

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New Century Mortgage Corporation
17701 Cowan St.,
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(Interested Party)

Motion 14 - Truth-in-Lending and Regulation Z Default Letter to Lenders/Attorneys
All Motions are posted on http://www.rcxloan.com/Civil_Action_Motion_1.htm Tel: 617-202-8069

Motion 14 - Truth-in-Lending and Regulation Z Default Letter to Lenders/Attorneys
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Samuel P. Reef
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ATTORNEY TO BE NOTICED

representing

Allied Home Mortgage Capital Corp.
(Defendant)

LEAD ATTORNEY
ATTORNEY TO BE NOTICED

VERIFICATION

I, Pierre R. Augustin, Pro Se, hereby depose and state as follows:

1. I am Pierre R. Augustin, Pro Se, represented by self.

2. I have read the foregoing Default Letter to DanversBank, Ameritrust Mortgage, Commonwealth Land Title Insurance Company, New Century Mortgage and Chase Home Finance and their Attorneys filed herein and knowing the contents thereof have found that the allegations of fact set forth therein are true of my own personal knowledge, except as to those allegations based on information and belief which I believe to be true.

Signed under the penalties of perjury this 16 day of November 2006.

X Pierre R. Augustin

STATE OF Massachusetts COUNTY OF Middlesex

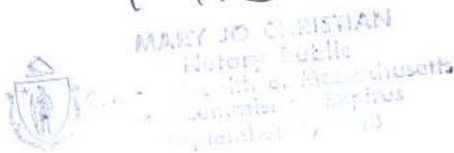
On this 16 day of Nov, 2006, before me, the undersigned notary public, personally appeared

Pierre R. Augustin, proved to me through satisfactory evidence of identification, which was
ma. Drivers License, to be the person whose name is signed on

the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

Mary Jo Christian
Notary Public

My Commission Expires: 9/6/13
(SEAL)



United States District Court - District of Massachusetts
United States Bankruptcy Court – District of Massachusetts

Pierre Richard Augustin, Pro Se)
)
)
v.)
)
DANVERSBANK, ET AL.,)
Defendants.)

C.A. No. 06-10368 (NMG) – Civil
C.A. No. 05-46957 (JBR) – Bankruptcy

CERTIFICATION

Mr. Pierre R. Augustin, Pro Se hereby certifies that on November 15, 2006 he hand delivered to the U.S. District Court of Massachusetts, Boston, MA and to the U.S. Bankruptcy Court, Worcester, MA District of Massachusetts, this Affirmation & Affidavit form as proof that Mr. Pierre R. Augustin, Pro Se, had submitted to Lenders/Attorneys his letter of 'Rescission' and the aforementioned 'Notice of Default Letter'.

I, Pierre R. Augustin, Pro Se, affirm the following under penalty of perjury, being duly sworn, deposes and says:

- 1) I am the Mr. Pierre R. Augustin, Pro Se in this action, and I respectfully submit this affidavit/affirmation with 'Supporting Authority'.
- 2) I have personal knowledge of facts, which bear on this motion. In view of the foregoing, it is respectfully submitted to notify primarily the Attorneys.

I declare under penalty of perjury that the foregoing is true and correct, except as to those allegations based on information and belief, which I believe to be true.

Dated: 11-16-06

Pierre R. Augustin
Mr. Pierre R. Augustin, Pro Se
28 Cedar Street, Lowell, MA 01852, (617) 202-8069

STATE OF Massachusetts COUNTY OF Middlesex

On this 16 day of Nov, 2006, before me, the undersigned notary public, personally appeared

Pierre R. Augustin, proved to me through satisfactory evidence of identification, which was Ma. Drivers License, to be the person whose name is signed on

the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purpose.

Mary Jo Christian
Notary Public
My Commission Expires: 9/6/13
(SEAL)



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