

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA

Norfolk Division

UNITED STATES OF AMERICA

v.

LETITIA A. JAMES,

Defendant.

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* Case No. 2:25-cr-122-JKW-DEM
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**ATTORNEY GENERAL LETITIA A. JAMES’S MOTION TO DISMISS
THE INDICTMENT FOR OUTRAGEOUS GOVERNMENT CONDUCT**

Attorney General Letitia A. James, by and through undersigned counsel, moves this Court to dismiss the government’s indictment pursuant to Federal Rule of Criminal Procedure 12(b). As explained further below, multiple government actors engaged in outrageous conduct to obtain the indictment, in violation of the Due Process Clause of the Fifth Amendment. Because this prosecution is patently unconstitutional, this Court should dismiss the indictment with prejudice.

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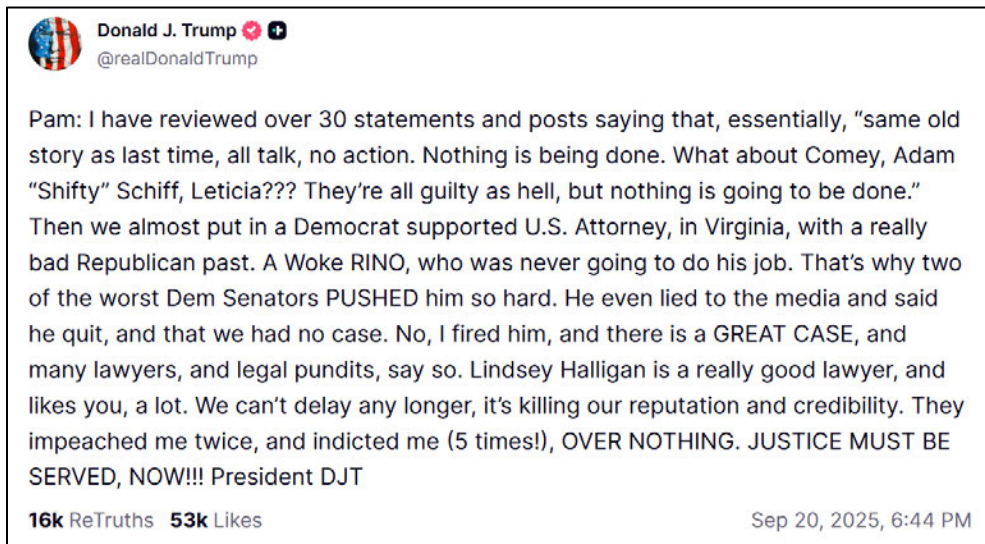
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I. INTRODUCTION

Attorney General James has already moved to dismiss this indictment in response to the improper procedures and motives that led to its return. ECF Nos. 22, 53. This motion seeks dismissal on the independent ground that this indictment is the result of outrageous government conduct, starting with that of Federal Housing Finance Agency (FHFA) Director William Pulte, in violation of AG James’s due process rights. Outrageous government conduct prohibited by the Due Process Clause is conduct that is “‘shocking,’ or ‘offensive to traditional notions of fundamental fairness.’” *United States v. Hasan*, 718 F.3d 338, 343 (4th Cir. 2013) (quoting *United States v. Osborne*, 935 F.2d 32, 37 (4th Cir. 1991)). Perhaps in no case before this Court has there been a more shocking course of government conduct. The unprecedented, extensive, and outrageous misconduct in this case reached its apex when President Donald Trump, as part of his revenge campaign, decided that AG James needed to be indicted, no matter the cost. Years of relentlessly calling AG James a crook and a criminal reached a crescendo when President Trump posted on *Truth Social*:¹



¹ Donald Trump (@realDonaldTrump), Truth Social (Sept. 20, 2025), <https://truthsocial.com/@realDonaldTrump/posts/115239044548033727>.

This indictment is the product of months of illegal and unethical behavior by government officials, only made possible by the misuse of a federal agency, the disregard of exculpatory evidence, the systematic removal of ethics officials and career prosecutors who stood in the way, and the improper attempt to install an unqualified U.S. Attorney with nothing to offer except undying loyalty. If this brazen, continuous disregard for the law and the Constitution is not outrageous government conduct, nothing is.

II. BACKGROUND

A. Transforming the FHFA Into a Political Weapon.

In March 2025, William Pulte began his tenure as FHFA Director and quickly transformed the little-known agency into a weapon to be brandished against President Trump's political enemies. As FHFA Director, Pulte is tasked with regulating the Federal National Mortgage Association (known as Fannie Mae), the Federal Home Loan Mortgage Corporation (known as Freddie Mac), and the Federal Home Loan Banking System.² Although Fannie Mae and Freddie Mac remain private corporate entities, since the 2008 financial crisis, the FHFA has served as their conservator.³ Mere days after being sworn in, on March 17, 2025, Director Pulte fired 14 members from the boards of Fannie Mae and Freddie Mac and appointed himself chairman of both entities.⁴ No justification was given for the firings. This deeply troubling consolidation of power violates federal law and the FHFA's own regulations. Federal law prohibits the FHFA Director from holding any office, position, or employment in Fannie Mae and Freddie Mac.⁵ According to

² See *FHFA at-a-Glance*, U.S. Federal Housing (Mar. 8, 2024), <https://www.fhfa.gov/about>.

³ See *Conservatorship*, U.S. Federal Housing (Feb. 6, 2024), <https://www.fhfa.gov/conservatorship>.

⁴ See Katherine Hamilton & Connor Hart, *FHFA Director To Head Fannie Mae, Freddie Mac Boards Amid Shake-Ups*, Wall Street Journal (Mar. 17, 2025), <https://www.wsj.com/finance/regulation/fhfa-director-to-head-fannie-mae-freddie-mac-boards-amid-shake-ups-0b8ef5a6>.

⁵ 12 U.S.C. § 4512(g)(2).

FHFA's regulations, the chairperson of the Fannie Mae and Freddie Mac boards must be independent of FHFA.⁶ As FHFA Director, Pulte is the furthest thing from independent.

On April 14, 2025, Director Pulte sent a criminal referral letter⁷ to U.S. Attorney General Pamela Bondi, alleging AG James "falsified bank documents and property records to acquire government backed assistance and loans and more favorable loan terms" as related to properties in Brooklyn, New York, Queens, New York, and on Sterling Street in Norfolk, Virginia. Ex. A.⁸ Just one day later, someone from inside the administration leaked Director Pulte's criminal referral letter to the *New York Post*.⁹

After the issuance of the referral letter, according to recently produced discovery, an expansive and fast-growing investigation into AG James's properties, and related mortgages, took off within FHFA and Fannie Mae. On April 17, 2025, Fannie Mae requested the "James loan file" from mortgage servicer Mr. Cooper. Ex. C. On April 18, FHFA Office of Inspector General sent a "Demand for Document Production" to the Federal National Mortgage Association director, seeking access to records, reports and documents concerning AG James's Peronne Property. Ex. D. Also on April 18, a Fannie Mae fraud investigator sent emails attaching social media posts by AG James's great-niece, Nakia Thompson. Ex. E. And on April 25, mortgage servicer Mr. Cooper received a request to investigate potential misrepresentation of occupancy concerning the Peronne

⁶ 12 CFR § 1239.20(a)(2).

⁷ The statute Director Pulte cites as his authority—the Federal Housing Enterprises Financial Safety and Soundness Act of 1992—provides no authority for the FHFA Director to make criminal referrals. *See* 12 U.S.C. §§ 4501 et seq.

⁸ Shortly after the criminal referral letter was leaked, counsel for AG James wrote to AG Bondi, refuting all of the allegations in the criminal referral letter. Ex. B. Notably, none of the crimes alleged, or even the properties referenced, in the referral letter were included in the indictment. Once those allegations were refuted, Trump administration officials had to find something else.

⁹ *See* Josh Christenson & Victor Nava, *Trump administration refers NY AG Letitia James for potential prosecution over alleged mortgage fraud*, N.Y. Post (Apr. 15, 2025), <https://nypost.com/2025/04/15/us-news/trump-administration-refers-ny-ag-tish-james-for-prosecution>.

property and AG James. Ex. F. Discovery reveals that the investigation continued unabated within FHFA and Fannie Mae throughout May, June, July and August 2025.

Despite the fact that the criminal referral purports to be based on “media reports,” no credible media reports remotely related to the allegations predate the referral. The origin of the exhibits to the referral are equally suspect. The FHFA does not house individual mortgage documents in its own system,¹⁰ but Fannie Mae does.¹¹ Many of the exhibits referenced in the referral were available from a single source (which also contains the only “reporting” on the allegations that predate the referral letter): the blog of a right-wing “investigator,” Sam Antar, who has claimed credit for providing Director Pulte with the facts necessary for the criminal referral.¹² Accordingly, in crafting the criminal referral letter and the attached exhibits, Director Pulte either (1) relied exclusively on a single fringe blogger’s “evidence” that AG James committed fraud, (2) took it upon himself to purchase these documents from various county clerk offices, or (3) unlawfully accessed AG James’s loan files from Fannie Mae’s database. Any one of these three most likely possibilities constitutes outrageous government conduct by the FHFA Director.

Fannie Mae ethics and investigations groups were so concerned that Director Pulte may have improperly and illegally accessed mortgage documents that they launched a probe into how

¹⁰ The FHFA does collect *data* on mortgages for oversight and regulatory purposes. *See, e.g., National Mortgage Database Program*, U.S. Federal Housing (Oct. 24, 2025), <https://www.fhfa.gov/programs/nmdb>.

¹¹ *See, e.g., Selling Guide*, Fannie Mae (Nov. 5, 2025), A2-4.1-02 (Ownership and Retention of Loan Files and Records); A2-4.1-01 (Establishing Loan Files), A3-3-05 (Custody of Mortgage Documents), <https://selling-guide.fanniemae.com>.

¹² *See Sam Antar, When The Wall Street Journal Tries to Make Letitia James’ Public Records Disappear*, White Collar Fraud (Nov. 11, 2025), <https://whitecollarfraud.com/2025/11/11/when-the-wall-street-journal-tries-to-make-letitia-james-public-records-disappear>. However, for the Director of FHFA to go beyond his statutory mandate and send a criminal referral *solely* on the uncorroborated findings of an internet investigator, without conducting *any* due diligence of his own, is possibly more outrageous than his misuse of Fannie Mae databases.

he obtained AG James’s mortgage documents.¹³ According to reporting, “Fannie’s ethics and investigations group had received internal complaints alleging senior officials had improperly directed staff to access the mortgage documents of James and others” and investigators had been “probing to find out who had made the orders, whether Pulte had the authority to seek the documents, and whether or not they had followed proper procedure.”¹⁴

Intent on covering his tracks, instead of allowing the internal investigation to continue, Director Pulte fired about a dozen members of the ethics and investigations units.¹⁵ According to reporting, the internal complaint alleging Director Pulte improperly obtained AG James’s mortgage records was sent to prosecutors in the U.S. Attorney’s Office in Norfolk by former FHFA acting Inspector General Joe Allen—who believed “[t]he information he turned over was constitutionally required” and/or “potentially relevant in discovery.”¹⁶ For doing so, the acting Inspector General was fired from the Agency by Director Pulte—presumably because the information could be material to AG James’s defense.¹⁷

After making the referral to DOJ, Director Pulte continued to pursue his own investigation, even when employees of Fannie Mae themselves believed there was insufficient evidence of wrongdoing. On June 13, 2025, Sean Soward (Fannie Mae Director of Mortgage Fraud

¹³ See Gina Heeb, Brian Schwartz, & C. Ryan Barber, *Fannie Mae Watchdogs Probed How Pulte Obtained Mortgage Records of Key Democrats*, Wall Street Journal (Nov. 11, 2025), https://www.wsj.com/finance/regulation/fannie-mae-watchdogs-probed-how-pulte-obtained-mortgage-records-of-key-democrats-07c5cc39?st=s1pWNM&reflink=article_copyURL_share.

¹⁴ *Id.*

¹⁵ See Gina Heeb, Josh Dawsey, & Rebecca Ballhaus, *He’s Called ‘Little Trump’ and His Tactics Are Rankling White House Top Brass*, Wall Street Journal (Nov. 15, 2025), https://www.wsj.com/politics/policy/bill-pulte-profile-d000c844?st=QuC5th&reflink=desktopwebshare_permalink.

¹⁶ Sarah N. Lynch, Chris Prentice & Marisa Taylor, *Exclusive: Trump ousts watchdog of US housing regulator involved in mortgage probes of his foes, sources say*, Reuters (Nov. 3, 2025), <https://www.reuters.com/world/us/watchdog-being-ousted-us-housing-regulator-involved-trump-crackdown-sources-say-2025-11-03/>.

¹⁷ See Heeb et al., *supra* note 13.

Investigations) told Jennifer Horne (Fannie Mae Vice President of Financial Crimes): “the LJ case is certainly not clear and convincing evidence” of fraud. Ex. G. Ms. Horne responds, “director asking how we know that the neice [*sic*] has lived there since oct 2020,” clearly demonstrating Director Pulte’s intimate and direct involvement in the investigation.

B. Outrageous Government Conduct at the Department of Justice.

1. Ed Martin’s Outrageous Conduct.

Ed Martin—who according to his letterhead, is U.S. Pardon Attorney/Special Attorney for Mortgage Fraud/Associate Deputy Attorney General/Director of the Weaponization Working Group—has engaged in a well-documented series of actions that cannot be described as anything but outrageous. On August 12, 2025, while a pending investigation was underway that Mr. Martin was supposed to be leading, he sent AG James’s counsel a letter insisting that she “resign from office” because, in his view, it “would best serve the ‘good of the state and nation’” and “give the people of New York and America more peace than proceeding.” Ex. H. Mr. Martin also stated that “[he] would take this as an act of good faith” if she were to resign from office. *Id.* at 1. The letter was not an attempt to investigate the facts, nor did it hide his plain intention to pressure the sitting Attorney General of New York to resign from office or face criminal prosecution. When he wrote that letter, Mr. Martin was acting in his official capacity as Special Attorney for Mortgage Fraud and Director of the Weaponization Working Group.

The letter, by itself, violated Justice Department rules, the Principles of Federal Prosecution, and various codes of professional responsibility and ethics. “Special Attorneys,” like other DOJ attorneys, are supposed to be objective in seeking the facts and applying the correct law. *See, e.g., Berger v. United States*, 295 U.S. 78, 88 (1935) (U.S. Attorneys’ “obligation to govern impartially is as compelling as its obligation to govern at all; and whose interest, therefore, in a criminal prosecution is not that it shall win a case, but that justice shall be done [W]hile he may

strike hard blows, he is not at liberty to strike foul ones. It is as much his duty to refrain from improper methods calculated to produce a wrongful conviction as it is to use every legitimate means to bring about a just one.”). Yet Mr. Martin’s first communication to AG James had neither a pretense of objectivity nor actual investigative goals. Instead, he twice commanded AG James to resign from office, under threat of federal prosecution. DOJ has firm policies *against* using investigations and prosecutorial power for achieving political ends such as forcing a public official to resign.¹⁸ This is ever more the case when that demand is made to seek political revenge against a public official in the opposing party.

Just two days later, on August 14, Mr. Martin orchestrated a bizarre media stunt where he and a DOJ colleague traveled to Brooklyn, New York, to visit AG James’s private home there and stage a photo opportunity in front of it for the *New York Post*.¹⁹ The *Post*, with a photographer in tow, was there to capture the moment for Mr. Martin, adorned in an Inspector Gadget-inspired beige trenchcoat, in the middle of an August summer day. And in what could only reasonably be construed as an attempt to intimidate AG James, a few days later, Mr. Martin posted a photo of himself in front of her home on his official DOJ X account.²⁰ All this occurred while a federal

¹⁸ See, e.g., Criminal Justice Standards for the Prosecution Function, Standard 3-1.6(a) (Am. Bar. Ass’n 2017) (“A prosecutor should not use other improper considerations, such as partisan or political or personal considerations, in exercising prosecutorial discretion.”); Justice Manual (JM) 1-8.600, *Communication with the White House* (“The Assistant Attorneys General, the United States Attorneys, the heads of the investigative agencies, and their subordinates have the primary responsibility to initiate and supervise law enforcement investigations and cases. In order to insulate them from inappropriate influences, initial communications between the Department and the White House concerning pending or contemplated law enforcement investigations or cases will involve only the Attorney General or Deputy Attorney General, and the Counsel or a Deputy Counsel to the President (or the President or Vice President)”).

¹⁹ Miranda Devine, *DOJ Special Attorney Ed Martin Checks Out Tish James’ ‘Mortgage Fraud’ Home After Being Tapped for Probes*, N.Y. Post (Aug. 15, 2025), <https://nypost.com/2025/08/15/us-news/special-attorney-ed-martin-checks-out-tish-james-mortgage-fraud-home/>.

²⁰ See Ed Martin (@EdMartinDOJ), X (Aug. 20, 2025), <https://perma.cc/YEC2-BRZ6>.

grand jury investigation concerning AG James was open and ongoing. It is clear Mr. Martin—a high-ranking official in the United States Department of Justice—undertook these strange antics to intimidate and prejudice AG James outside the bounds of DOJ and relevant ethics rules.

There is no conceivable legitimate reason for Mr. Martin to stalk AG James’s home. After telling neighbors that day he was “just happy to be on a block looking at houses . . . just looking at houses, interesting houses,”²¹ he told *Fox News* just the opposite two days later: “I’m a prosecutor . . . I wanted to lay eyes on it. . . . I wanted to see the property.”²² DOJ rules and policies, as well as rules of professional conduct, squarely address prosecutors seeking to harass or even speak with a represented person such as AG James, or use media to announce investigations.²³ Likewise, the Local Criminal Rules of this District dictate that, with respect to grand jury proceedings or pending criminal investigations, “a lawyer participating in or associated with the investigation shall refrain from making any extrajudicial statement which a reasonable person would expect to be disseminated, by any means of public communication, that *goes beyond the public record or that is not necessary to inform the public* that the investigation is underway, to describe the general scope of the investigation . . . or otherwise to aid in the investigation.” Loc. Crim. R. 57.1(B) (emphasis added). Local Criminal Rule 57.1(D) also prohibits prosecutors from releasing “any extrajudicial statement or interview relating to the trial or the parties or issues in the trial” if such a statement “will interfere with a fair trial.” Loc. Crim. R. 57.1(D). Additionally, the District of Columbia Bar—of which Mr. Martin is a member—has clear rules of professional

²¹ *Id.*

²² *DOJ weaponization group outlines criminal referral targeting Letitia James, others*, Fox News (Aug. 17, 2025), <https://www.foxnews.com/video/6377014112112>.

²³ See DOJ Justice Manual (JM) 1-7.400 (prohibiting public disclosure of information concerning ongoing criminal investigations); JM 1-7.310 (requiring prosecutors to coordinate news media contacts with DOJ’s Office of Public Affairs); JM 9-13.200 (rule governing communications with represented persons); 28 U.S.C § 530B (Ethical Standards for Attorneys for the Government); ABA Model R. Prof’l Conduct 4.2 (Communication with Person Represented by Counsel).

conduct, including Rule 3.8, which outlines the special responsibilities of a prosecutor, prohibiting the kinds of improper and prejudicial actions in which he deliberately engaged with respect to AG James.²⁴ Mr. Martin deliberately flouted those rules to create unfavorable pre-indictment publicity.

2. Lindsey Halligan, Whose Only Credential is Loyalty, is Installed as U.S. Attorney.

The government engaged in a series of illegal and extraordinary maneuvers to install Lindsey Halligan as the purported U.S. Attorney for the Eastern District of Virginia when no one else would bring the indictment against AG James. After the Senate-confirmed U.S. Attorney for the Eastern District of Virginia resigned in January 2025, AG Bondi appointed Erik Siebert as interim U.S. Attorney pursuant to 28 U.S.C. § 546. On May 6, 2025, President Trump submitted Mr. Siebert's nomination to the Senate. When Mr. Siebert's interim appointment expired on May 21, 2025, the district court judges of the Eastern District of Virginia exercised their appointment authority under Subsection 546(d) and unanimously selected Mr. Siebert as interim U.S. Attorney.²⁵

Reports indicate that Mr. Siebert and other prosecutors within the U.S. Attorney's Office were "unable to find incriminating evidence of mortgage fraud against [AG James.]"²⁶ But

²⁴ See, e.g., D.C. R. of Prof'l Conduct 8.4(c) ("Engag[ing] in conduct involving dishonesty, fraud, deceit, or misrepresentation"); Rule 8.4(d) ("Engag[ing] in conduct that seriously interferes with the administration of justice"); Rule 8.4(g) ("threaten[ing] to seek criminal charges or disciplinary charges solely to obtain an advantage in a civil matter"); Rule 3.8(a) (Special Responsibilities of a Prosecutor, prohibiting a prosecutor from improperly favoring or invidiously discriminating against a person).

²⁵ *In re Appointment of Erik S. Siebert as United States Attorney*, Order of Appointment, United States District Court for the Eastern District of Virginia (May 9, 2025), <https://perma.cc/2UM3-LX2X>.

²⁶ Katherine Faulders, Peter Charalambous, & Alexander Mallin, *Trump poised to fire US attorney for resisting effort to charge NY AG Letitia James: Sources*, ABC News (Sept. 19, 2025), <https://abcnews.go.com/US/trump-poised-fire-us-attorney-resisting-effort-charge/story?id=125700904>.

Director Pulte was not willing to let the lack of evidence—or the judgment of career prosecutors—stand in the way of his ambitions to please President Trump. In September 2025, Director Pulte reportedly lobbied the President to fire Mr. Siebert in order to resurrect the failed case against AG James.²⁷ Reports indicate that in the Oval Office dining room, Director Pulte told the President that Mr. Siebert had been picked for the U.S. Attorney position by Democrats and was “blocking charges against James.”²⁸ President Trump was persuaded by Director Pulte and ordered aides to remove Mr. Siebert.²⁹ On September 19, 2025, President Trump told reporters in the Oval Office that he wanted Siebert “out.”³⁰ President Trump stated that he believed AG James was “very guilty of something,” an assessment that reportedly contradicted the views of both Mr. Siebert and Deputy Attorney General Todd Blanche.³¹ Mr. Siebert resigned hours after President Trump called for his ouster.

On September 20, 2025, President Trump posted a statement on social media urging AG Bondi to appoint Lindsey Halligan and prosecute AG James, as well as former FBI Director James Comey and Senator Adam Schiff. The post read:

Pam: I have reviewed over 30 statements and posts saying that, essentially, “same old story as last time, all talk, no action. Nothing is being done. What about Comey, Adam “Shifty” Schiff, Leticia??? They’re all guilty as hell, but nothing is going to be done.” Then we almost put in a Democrat supported U.S. Attorney, in Virginia, with a really bad Republican past. A Woke RINO, who was never going to do his job. That’s why two of the worst Dem Senators PUSHED him so hard. He even lied to the media and said he quit, and that we had no case. No, I fired him, and there is a GREAT CASE, and many lawyers, and legal pundits, say so. Lindsey Halligan is a really good lawyer, and likes you, a lot. We can’t delay any longer,

²⁷ Heeb et al., *supra* note 13.

²⁸ *Id.*

²⁹ *Id.*

³⁰ Salvador Rizzo et al., *Top Virginia prosecutor resigns amid criticism over Letitia James investigation*, Wash. Post (Sept. 20, 2025), <https://www.washingtonpost.com/national-security/2025/09/19/trump-letitia-james-erik-siebert-virginia>.

³¹ Glenn Thrush et al., *U.S. Attorney Investigating Two Trump Foes Departs Amid Pressure From President*, N.Y. Times (Sept. 19, 2025), <https://www.nytimes.com/2025/09/19/us/politics/erik-siebert-comey-letitia-james.html>.

it's killing our reputation and credibility. They impeached me twice, and indicted me (5 times!), OVER NOTHING. JUSTICE MUST BE SERVED, NOW!!!
President DJT.³²

At the White House that same evening, President Trump spoke to reporters about the social media post and stated, "I just want people to act. They have to act," adding, "We have to act fast."³³

Less than 48 hours after President Trump's post, AG Bondi purported to appoint Ms. Halligan as interim U.S. Attorney pursuant to 28 U.S.C. § 546. In early October 2025, Elizabeth Yusi, a high-ranking career prosecutor in Norfolk's U.S. Attorney's Office who had been part of the team leading the investigation into AG James, reportedly informed colleagues she would decline to seek charges against AG James and authored a non-prosecution memo.³⁴ Ms. Yusi, who had been with DOJ since 2007 and was serving as the Norfolk Division's Criminal Chief, "confided to co-workers that she [saw] no probable cause to believe James engaged in mortgage fraud" and intended to present her conclusion to Ms. Halligan, the District's new interim U.S. attorney. *Id.* Ms. Yusi then suffered the same fate as Mr. Siebert a few weeks later: she was fired, along with another supervisory Norfolk prosecutor, Kristin Bird, for declining to bring charges. *Id.* Ms. Halligan also fired First Assistant U.S. Attorney Maggie Cleary, who briefly led the Norfolk Office after Mr. Siebert resigned. *Id.*

³² See Trump, *supra* note 1.

³³ Jeremy Roebuck, *Trump's new demands on Justice Department raise alarm among prosecutors*, Wash. Post (Sept. 22, 2025), <https://www.washingtonpost.com/national-security/2025/09/22/trump-justice-department-prosecutions/>.

³⁴ Carol Leonnig & Ken Dilanian, *Top prosecutor is rejecting Trump pressure to charge New York AG*, MSNBC (Oct. 6, 2025), <https://www.ms.now/news/top-prosecutor-trump-pressure-charge-new-york-ag-rcna235922>; Katherine Faulders et al., *Evidence appears to undercut claims against Letitia James, prosecutors found: Sources*, ABC News (Oct. 23, 2025), <https://abcnews.go.com/US/evidence-appears-undercut-claims-letitia-james-prosecutors-found/story?id=126723989>.

C. After Ignoring the Evidence and Removing Resistance, an Indictment is Returned.

Despite the overwhelming lack of evidence or support from career prosecutors, the Trump-directed quartet of Director Pulte, Mr. Martin, AG Bondi, and Ms. Halligan set out to do what they had been ordered to do: indict AG James. Director Pulte offered information and aid to Mr. Martin and Ms. Halligan, including on October 6, 2025, when he sent a private letter to Ms. Halligan providing a summary of information and financial calculations on the Peronne Property, including “additional information from Fannie Mae’s Financial Crimes Investigation Team regarding the prior Criminal Referral” of AG James. *See* Ex. I. On X, Mr. Martin posted photos of himself at FHFA,³⁵ and, on October 8, with Ms. Halligan reviewing papers.³⁶ The morning of October 9, Mr. Martin posted a photo of an eagle flying over the Brooklyn Bridge—an obvious reference to the New York Attorney General, who lives in Brooklyn.³⁷ Just a few hours later, Ms. Halligan alone went before a grand jury in Alexandria, Virginia—not in Norfolk, where grand jurors had heard evidence and witnesses for months—and left with a two-count indictment against AG James bearing the exact calculations Director Pulte had sent to Ms. Halligan just a few days prior. “Minutes after James was indicted, Pulte came into the Oval Office to boast that he and Halligan had pulled it off on their own,” according to the *Wall Street Journal*.³⁸ That evening, Mr. Martin posted on X, “Promises made, Promises kept.”³⁹

³⁵ *See* Ed Martin (@EdMartinDOJ), X (Aug. 19, 2025), <https://perma.cc/N4BD-DA5G>.

³⁶ *See* Ed Martin (@EdMartinDOJ), X (Oct. 8, 2025), <https://perma.cc/HC6G-DL7B>; Ed Martin (@EdMartinDOJ), X (Oct. 8, 2025), <https://perma.cc/X3GT-K6JX>.

³⁷ *See* Ed Martin (@EdMartinDOJ), X (Oct. 9, 2025), <https://perma.cc/Q4GF-UHUM>.

³⁸ Heeb et al., *supra* note 13.

³⁹ Ed Martin (@EagleEdMartin), X (Oct. 9, 2025), <https://perma.cc/KK2Q-RXSB>.

III. ARGUMENT

A. The Indictment Against AG James Should Be Dismissed Because This Prosecution Arises from Outrageous Government Conduct.

“Decency, security, and liberty alike demand that government officials shall be subjected to the same rules of conduct that are commands to the citizen,” and where “the Government becomes a lawbreaker, it breeds contempt for law.” *Olmstead v. United States*, 277 U.S. 438, 471–85 (1928) (Brandeis, J. dissenting). For this reason, the Due Process Clause of the Fifth Amendment prohibits prosecutions arising from government conduct that is “‘shocking,’ or ‘offensive to traditional notions of fundamental fairness.’” *Hasan*, 718 F.3d at 343 (quoting *Osborne*, 935 F.2d at 37).⁴⁰ This type of conduct “do[es] more than offend some fastidious squeamishness or private sentimentalism about combatting crime too energetically,” *Rochin v. California*, 342 U.S. 165, 172 (1952), but rather violates the very foundations of justice and fairness. Thus, where the government’s actions are “so outrageous that due process principles would absolutely bar the government from invoking judicial processes to obtain a conviction,” *United States v. Russell*, 411 U.S. 423, 431–32 (1973), an indictment must be dismissed.

Dismissal of indictments for outrageous government conduct typically occur where the government has participated in or caused the criminal act underlying an indictment or resorted to pure brutality to gain access to information. *See, e.g., Hampton v. United States*, 425 U.S. 484 (1976) (plurality opinion); *United States v. Twigg*, 588 F.2d 373 (3d Cir. 1978). No doubt, the government will point to these cases to claim, erroneously, that only crimes and torture meet the

⁴⁰ The outrageous government conduct defense is distinct from an entrapment defense. As the Fourth Circuit has explained, “[u]nlike the constitutional defense of outrageous government conduct, where the focus is on the action taken by the government, the statutory defense of entrapment centers inquiry on the issue of the defendant’s predisposition to commit the crime in question.” *Osborne*, 935 F.2d at 37. While the entrapment defense is raised at trial for the jury, a due process challenge is made before trial, focusing on the government’s actions.

“shocks the conscious” threshold. But it is axiomatic that due process is not subject to rigid rules, particularly in unprecedented circumstances. *See Cnty. of Sacramento v. Lewis*, 523 U.S. 833, 850 (1998) (“Rules of due process are not . . . subject to mechanical application in unfamiliar territory.”). Whether the government’s willingness to abuse its power and break its own rules and systems to obtain this indictment can sufficiently “shock the conscience” to require dismissal of an indictment is an issue of first impression.

“[T]he measure of what is conscience shocking is no calibrated yard stick,” *Lewis*, 523 U.S. at 847, but “conduct intended to injure in some way unjustifiable by any government interest is the sort of official action most likely to rise to the conscience-shocking level.” *Id.* at 849. And “the higher the official and the more that the official is charged with the responsibility of furthering justice, the more shocking certain conduct becomes and the greater are its risks to the rudimentary demands of justice and any concept of ordered liberty.” *Herndon v. Johnson*, 1992 WL 152713, at *21 (E.D. Mich. Apr. 7, 1992).

As the facts illustrate, Director Pulte, Mr. Martin, AG Bondi, and Ms. Halligan do not believe themselves bound by the Constitution, federal statutes, or fundamental ethical norms. They intend to punish AG James for daring to take a stand against the President—both in this Court and by making the investigation of her so public and intrusive that the pre-trial process itself serves as punishment. Director Pulte abused his position as FHFA Director to direct an investigation of AG James, outside of the normal processes and rules governing the agency, despite being told repeatedly that there was no evidence of wrongdoing. Mr. Martin, fearing that the investigation would not result in an indictment, went on a campaign to “name and shame” AG James, and threatened her with prosecution in a last-ditch attempt to force her resignation. And AG Bondi and Ms. Halligan usurped an office that Ms. Halligan was statutorily prohibited from claiming and

fired career prosecutors in order to secure this indictment. Each of these actors worked in concert to morph a threadbare theory into a federal prosecution. Their actions have demonstrated a “complete lack of respect for the constitutional rights of the defendant [] and an utter disregard for the government’s ethical obligations,” *United States v. Marshank*, 777 F. Supp. 1507, 1524 (N.D. Cal. 1991), and are therefore sufficiently “outrageous” as to require dismissal of the indictment for violation of AG James’s Fifth Amendment rights.

B. This Court Should Exercise Its Supervisory Powers to Dismiss the Indictment.

Federal courts’ supervisory powers exist “to implement a remedy for violation of recognized rights, to preserve judicial integrity by ensuring that a conviction rests on appropriate considerations validly before the jury, and finally, as a remedy designed to deter illegal conduct.” *United States v. Hasting*, 461 U.S. 499, 505 (1983) (internal citations omitted). They “can be utilized whenever the administration of justice is tainted.” *United States v. Banks*, 383 F. Supp. 389, 392 (D.S.D. 1974). Courts use their supervisory powers to dismiss indictments with prejudice where “there is ‘(1) flagrant misbehavior and (2) substantial prejudice,’” and where there is “‘no lesser remedial action’ available.” *United States v. Bundy*, 968 F.3d 1019, 1031 (9th Cir. 2020). “A court may exercise its supervisory powers to dismiss an indictment in response to outrageous government conduct that falls short of a due process violation.” *United States v. Ross*, 372 F.3d 1097, 1109 (9th Cir. 2004).

Here, the government’s conduct has offended the very core of due process principles by completely reshaping a government agency (without any legal authority) to investigate AG James, flouting ethical rules and norms of investigation, threatening AG James with indictment to force her resignation, and violating federal statutes and Constitutional separation of powers principles. The charges she now faces are inextricably linked to the government’s illegal and unethical

investigatory techniques. It is true that these violations do not fit neatly within pre-existing “outrageous government conduct” jurisprudence, or within other clear categories of due process violations. But the administration of justice in this case has been irreparably tainted. The only remedy sufficient to vindicate AG James’s rights is dismissal with prejudice, as “egregious government conduct may violate due process and prevent the reprosecution of a defendant.” *United States v. Dyess*, 478 F.3d 224, 234 (4th Cir. 2007).

C. In the Alternative, Attorney General James is Entitled to Discovery to Further Demonstrate the Illegal Basis for the Charges Against Her.

The current record of “outrageous conduct” is more than sufficient to dismiss this indictment. But even if this Court finds that AG James should be required to point to more to meet her burden to prove outrageous government conduct, the basis for discovery and an evidentiary hearing has been well established. The facts outlined above merit, at the very least, fulsome discovery into the government’s conduct in bringing this case, including all communications among and between President Trump, AG Bondi, Ms. Halligan, Mr. Martin, Director Pulte, and their staffs regarding AG James.

Additionally, the government is likely already in possession of discovery relating to Director Pulte’s conduct that has not been produced to AG James. Specifically, there is reason to believe that documents reportedly turned over by former FHFA Acting Inspector General, including the internal complaint about Director Pulte’s access to AG James’s loan file, have not been produced. Based on metadata (including filename/file path) and the presence of an additional Bates stamp (FM_EDVA_122_), over 100 pages of discovery likely turned over by the former FHFA Acting Inspector General has not been produced.

Accordingly, in addition to the communications listed above, AG James specifically requests that the government be ordered to produce:

- Any internal complaints filed against Director Pulte related to AG James.
- All documents bearing a “FM_EDVA_122_” Bates stamp, including:
 - FM_EDVA_122_0000015–FM_EDVA_122_0000023
 - FM_EDVA_122_0000042–FM_EDVA_122_0000055
 - FM_EDVA_122_0000099–FM_EDVA_122_0000107
 - FM_EDVA_122_0000113–FM_EDVA_122_0000125
 - FM_EDVA_122_0000144–FM_EDVA_122_0000155
 - FM_EDVA_122_0000574–FM_EDVA_122_0000579

IV. CONCLUSION

AG James respectfully requests that the Court issue an order dismissing the indictment with prejudice for outrageous government conduct, or, in the alternative, issue an order granting discovery concerning the government’s outrageous government conduct, and an evidentiary hearing regarding the same.

Dated: November 17, 2025

Respectfully submitted,

/s/ Abbe David Lowell
Abbe David Lowell (*admitted pro hac vice*)
David A. Kolansky (*admitted pro hac vice*)
Isabella M. Oishi (*admitted pro hac vice*)
Schuyler J. Standley (*admitted pro hac vice*)
John P. Bolen (*admitted pro hac vice*)
LOWELL & ASSOCIATES, PLLC
1250 H Street NW, Suite 250
Washington, DC 20005
Tel: 202-964-6110
Fax: 202-964-6116
ALowellpublicoutreach@lowellandassociates.com

/s/ Andrew Bosse
Andrew Bosse (VSB No. 98616)
BAUGHMAN KROUP BOSSE PLLC
500 E. Main Street, Suite 1400
Norfolk, VA 23510
Tel: (757) 916-5771
ABosse@bkbfirm.com

DKolansky@lowellandassociates.com
IOishi@lowellandassociates.com

Attorneys for Letitia A. James

Exhibit A



U.S. FEDERAL HOUSING FHFA

Constitution Center
400 7th Street, S.W.
Washington, D.C. 20219
Telephone: (202) 649-3800
Facsimile: (202) 649-1071
www.fhfa.gov

April 14, 2025

The Honorable Pamela J. Bondi
The Honorable Todd Blanche
Department of Justice
950 Pennsylvania Avenue, NW
Washington, D.C. 20530

RE: CRIMINAL REFERRAL

Dear Attorney General Bondi and Deputy Attorney General Todd Blanche:

Pursuant to my authority as Director of the U.S. Federal Housing Finance Agency (“U.S. Federal Housing” or “FHFA”), I am referring the matter below. As regulator of Fannie Mae, Freddie Mac, and the Federal Home Loan Banks, we take very seriously allegations of mortgage fraud or other criminal activity. Such misconduct jeopardizes the safety and soundness of FHFA’s regulated entities and the security and stability of the U.S. mortgage market.

In the course of exercising U.S. Federal Housing’s authorities under the Federal Housing Enterprises Financial Safety and Soundness Act of 1992, U.S. Federal Housing has identified matters that are appropriate for referral to the U.S. Department of Justice for consideration of criminal prosecution.

Based on media reports, Ms. Letitia James has, in multiple instances, falsified bank documents and property records to acquire government backed assistance and loans and more favorable loan terms. This has potentially included 1) falsifying residence status for a Norfolk, Virginia-based home in order to secure a lower mortgage rate and 2) misrepresenting property descriptions to meet stringent requirements for government backed loans and government assistance.

Background:

■ *Sterling Street, Norfolk, VA 23505*

On August 17, 2023, Ms. James granted Ms. Shamice Thompson-Hairston power of attorney to make a Virginia property her “principal residence.” **See Exhibit A.** And on August 30 and 31, 2023, through her attorney, Ms. James purchased this property in Norfolk, VA. In a Fannie Mae/Freddie Mac Form 3047 and in mortgage documents, she reaffirmed this would be her primary residence, despite being a statewide public office holder in the state of New York at that same time and primarily residing in the state of New York. **See Exhibit B.**

In fact, a building permit issued on her New York property on July 15, 2024 lists her New York property as the “JAMES RESIDENCE” and states “Remain Occupied”:

26 Owner's Information

Name: LETITIA JAMES
 Relationship to Owner: SELF
 Business Name: JAMES RESIDENCE
 Business Address:
 E-Mail:
 Non Profit: Yes No

Business Phone:
 Business Fax:
 Owner Type: INDIVIDUAL

Yes	No	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Owner's Certification Regarding Occupied Housing (Remain Occupied)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Owner's Certification Regarding Occupied Housing (Rent Control / Stabilization)
<input type="checkbox"/>	<input type="checkbox"/>	Owner DHCR Notification
<input type="checkbox"/>	<input type="checkbox"/>	Owner's Certification for Adult Establishment
<input type="checkbox"/>	<input type="checkbox"/>	Owner's Certification for Directive 14 (if applicable)

Primary residence mortgages receive more favorable loan terms, including lower interest rates, than secondary residence mortgages. Lenders view secondary residence mortgages as significantly riskier, as a borrower is more likely to continue paying off a primary residence mortgage during any financial hardship. Interest rates on secondary residence mortgages are typically between 0.25-0.50% higher than their primary residence counterparts; however, this gap can widen depending on the lender. At the time of the 2023 Norfolk, VA property purchase and mortgage, Ms. James was the sitting Attorney General of New York and is required by law to have her primary residence in the state of New York—even though her mortgage applications list her intent to have the Norfolk, VA property as her primary home. It appears Ms. James’ property and mortgage-related misrepresentations may have continued to her recent 2023 Norfolk, VA property purchase in order to secure a lower interest rate and more favorable loan terms.

█ Lafayette Avenue, Brooklyn, NY 11238

A January 26, 2001 certificate of occupancy lists this property as having five units. **See Exhibit C.** On February 14, 2001, Ms. Letitia James purchased this five-family dwelling. Ms. James secured a conforming loan through the Fannie Mae/Freddie Mac Form 3033. Conforming loans are only available on 4 unit or less structures. Spanning the last two decades, Ms. James has consistently misrepresented the same property as only having four units in both building permit applications and numerous mortgage documents and applications. This even includes a 2011 application for the Home Affordable Modification Program (“HAMP”). **See Exhibit D.** And most recently a 2019 mortgage refinancing through a Fannie Mae and Freddie Mac lender. **See Exhibit E.**

Conforming loans, or Fannie Mae and Freddie Mac-backed mortgages, have favorable rates and terms to traditional private market mortgages for the explicit purpose of availability to lower and middle-income borrowers. Conforming single-family loans are subject to a cap of four dwellings per property. A building that exceeds four units must be treated as a multifamily property, and typically has larger down payment requirements and higher interest rates terms—with interest rates being between 0.75-1 percent higher—due to lenders viewing multifamily loans as significantly riskier. Additionally, the government’s Home Assistance Modification Program (“HAMP”) was started in 2008 to provide homeowners at risk of foreclosure with reduced monthly mortgage payments, and recipients had to have properties with four dwellings or less. It appears

that Ms. James may have listed the Brooklyn, NY property as four units instead of five units in order to meet the conforming loan requirements, and thus receive better interest rates. Ms. James also appears to have used this same falsification in order to receive mortgage assistance through HAMP.

Analysis:

Ms. James, for both properties listed above, appears to have falsified records in order to meet certain lending requirements and receive favorable loan terms.

U.S. Federal Housing FHFA believes this and other alleged misconduct could be violations of the criminal code under 18 U.S.C. § 1343 (wire fraud), 18 U.S.C. § 1341 (mail fraud), 18 U.S.C. § 1344 (bank fraud), 18 U.S.C. § 1014 (false statements to a financial institution), and/or other relevant state and federal laws.

For your reference, I have also attached documentation which shows in 1983 that Ms. James and her father signed mortgage documents that stated that they were husband and wife in order to secure a home mortgage. **See Exhibit F.** Then, on May 4, 2000, Ms. James was listed again as “husband and wife” in documents. **See Exhibit G.** While this was a long time ago, it raises serious concerns about the validity of Ms. James representations on mortgage applications.

There are unfortunately too many examples of individuals who commit fraud or mortgage fraud. Just last year, a federal jury convicted Marilyn J. Mosby of Baltimore, Maryland, on the federal charge of making a false mortgage application when she was Baltimore City State’s Attorney, relating to the purchase of her property in Florida. Just last week, after the hard work of our agency’s IG and the DOJ, a St. Louis man plead guilty to fraudulently obtaining home mortgages.

As always, we look forward to cooperating with the Department of Justice to support any actions that the Department of Justice finds appropriate. U.S. Federal Housing FHFA appreciates the Department of Justice’s support in ensuring the protection of American homebuyers and taxpayers from mortgage fraud and other financial misconduct.

Respectfully submitted,

William J. Pulte
Director, U.S. Federal Housing FHFA

EXHIBIT A

SPECIFIC POWER OF ATTORNEY
(Purchase of Real Estate)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **LETTITIA A. JAMES**, does hereby constitute and appoint **SHAMICE THOMPSON-HAIRSTON** of the City of NORFOLK, State of VA, as her Attorney-in-Fact for her in her name, place, and stead, to undertake and to do all acts necessary to complete the purchase of the Property known as Sterling Street, Norfolk, Virginia 23505.

- (1) Execution of the Deed of Trust in a loan amount not to exceed \$225,000.00
- (2) Execution of Real Estate Settlement Procedures Act Forms;
- (3) Execution of Note, miscellaneous loan closing documents in a loan amount not to exceed \$225,000.00; and
- (4) Execution of Purchase Agreements and Addendums with a sales price not to exceed 250,000.00

I HEREBY DECLARE that I intend to occupy this property as my principal residence.

I HEREBY DECLARE that any act or thing done hereunder, by my said Attorney-in-Fact shall be binding on myself, my heirs, my legal and personal representatives, and assigns only insofar as they are consistent with the powers granted herein.

I HEREBY RATIFY all that my said Attorney-in-Fact shall lawfully do or cause to be done by virtue of these powers.

THIS POWER OF ATTORNEY shall not be affected by the subsequent disability or incompetence of said principal.

THIS POWER OF ATTORNEY CAN BE REVOKED OR TERMINATED ONLY BY A WRITING COMMUNICATED TO AND RECEIVED BY MY ATTORNEY-IN-FACT PRIOR TO MY ATTORNEY-IN-FACT EXERCISING SUCH POWER.

THIS POWER OF ATTORNEY SHALL EXPIRE: August 7, 2024

TAX ID#: [REDACTED]

Prepared by: John M. McCormick (VSB#80676) Return to: TitleQuest of Hampton Roads, LLC
 McCormick Law & Consulting 828 Greenbrier Pkwy, Suite 100
 101 Granby Street, Suite 200 Chesapeake, VA 23320
 Norfolk, VA 23510

IN WITNESS WHEREOF, the said **Letitia A. James** has affixed her signature and seal on this 17th day of August, 2023.

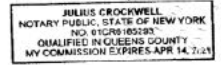
Letitia A. James
Letitia A. James

STATE OF: New York

CITY/COUNTY OF: New York to wit:

The foregoing instrument was acknowledged, subscribed to, and executed before me this 17th day of August, 2023, by Letitia A. James. In addition, Letitia A. James is personally known to me or has produced appropriate identification.

Notary Public: *Julius Crocwell*
My Commission Expires: April 14, 2024
My Registration No.: 0168495293



On the date last above written, declared to us, the undersigned, that the foregoing instrument was her Specific Power of Attorney and requested us to act as witnesses to it. That to the best of our knowledge, Letitia A. James was of eighteen years of age or over, of sound mind, and under no constraint or undue influence. Letitia A. James thereupon signed this Specific Power of Attorney in our presence, all of us being present at the same time. We now, at her request, in her presence and in the presence of each other, subscribe our names as witnesses.

Executed on August 17, 2023 in New York County, NY

We declare under penalty of perjury that the foregoing is true and correct.

[Signature]
[signature] - please print name under this line
SHAMICE LEWIS

[Signature]
[signature] - please print name under this line
SHARONA PARHAMEN

Parkside Ave
Brooklyn NY 11226
[address]

Pine Street
Statens Island NY 10391
[address]

EXHIBIT B

When recorded, return to: First American Mortgage Solutions On Behalf of AnnieMac Home Mortgage...

APN #: [REDACTED]

Title Order No.: [REDACTED] AMOUNT OF CONSIDERATION: \$219,780.00 LOAN #: [REDACTED]

DEED OF TRUST

MERS PHONE #: 337 [REDACTED]

The following information, as further defined below, is provided in accordance with Virginia law: This Deed of Trust is given by SHAMICE THOMPSON-HAIRSTON AND LETITIA A. JAMES,

as Borrower (trustor), to Alexander Title Agency, Incorporated,

as Trustee, for the benefit of Mortgage Electronic Registration Systems, Inc. as beneficiary.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 17.

(A) "Security Instrument" means this document, which is dated August 31, 2023, together with all Riders to this document.

(B) "Borrower" is SHAMICE THOMPSON-HAIRSTON AND LETITIA A. JAMES.

Borrower is the trustor under this Security Instrument.

VIRGINIA - Single Family - Remote Notarizable Max UNIFORM INSTRUMENT Form 3047 1017 Modified by FSA 9/20/14 (HUD Handbook 4000.1) ICR Mortgage Technology, Inc. Page 1 of 11



VAE#FSA1026 1150 08/31/2023 08:20 AM PST

(C) "Lender" is American Neighborhood Mortgage Acceptance Company LLC.

Lender is a Limited Liability Company, organized and existing under the laws of Delaware. Lender's address is: 700 East Gate Drive, Suite 400, Mt. Laurel, NJ 08054.

(D) "Trustee" is Alexander Title Agency, Incorporated.

Trustee (whether one or more persons) is a Virginia resident and/or a United States-of-Virginia-chartered corporation whose principal office is located in Virginia. Trustee's address is: 5875 Trinity Parkway, Suite 210, Centerville, VA 20120.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, First, NJ 08020-2026, tel. (888) 679-MEIRS.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property." (G) "Loan" means the debt evidenced by the Note, plus interest, late charges due under the Note, and all taxes due under this Security Instrument, plus escrow.

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as any applicable trust, non-applicable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic transfer, telephone instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term is not limited to point-to-point transfers, same-day wire transfers, machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party in connection with the insured proceeds, as defined in Section 6, for (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omission as to, the value and/or condition of the Property.

(L) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(M) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any escrow or postpaid taxes due, or charges for the coverage described in Section 3.

(N) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation promulgated by the Federal Reserve Board (12 CFR Part 1024) and any additional or successor regulation or rule that governs the same subject matter. As used in this Security Instrument, "RESPA" includes all requirements and conditions that are imposed in regard to a federally related mortgage loan, even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

VIRGINIA - Single Family - Remote Notarizable Max UNIFORM INSTRUMENT Form 3047 1017 Modified by FSA 9/20/14 (HUD Handbook 4000.1) ICR Mortgage Technology, Inc. Page 2 of 11



VAE#FSA1026 1150 08/31/2023 11:56 AM PST

(R) "Secretary" means the Secretary of the United States Department of Housing and Urban Development or his designee.

(S) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the City [REDACTED], [State] [City/County]

of Norfolk, [Name of Recording Jurisdiction]. See Attached Legal Description APN #: [REDACTED]

which currently has the address of [REDACTED] STERLING STREET, NORFOLK, Virginia 23505 [Property Address?]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to enclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, and Late Charges. Borrower shall pay when due the principal and interest on the debt evidenced by the Note and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentally, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in

Section 14. Lender may retain any payment or partial payment if the payment or partial payment is insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unpaid amounts. Lender may hold such unpaid amounts until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note in the following order: (a) to late charges; (b) to interest; (c) to escrow items; and (d) to the balance against Lender's loan. Lender shall release Borrower from making payments due under the Note and this Security Instrument as performing the covenants and agreements secured by the Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: First, to the payment of the Note to be paid by Lender to the Secretary of the monthly charge by the Secretary instead of the monthly mortgage insurance premium; Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required; Third, to interest due under the Note; Fourth, to the payment of the principal of the Note; and Fifth, to late charges due under the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not be applied or postpaid taxes due, or charges for the coverage described in Section 3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attach to liens over this Security Instrument as a lien or encumbrance on the Property; (b) assessed payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage insurance premiums to be paid by Lender to the Secretary of the monthly charge by the Secretary instead of the monthly mortgage insurance premium. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender at notice of amounts to be paid under this Section, Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender; and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 8. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 8 and pay such amount and Borrower shall then be obligated under Section 8 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and such revocation, if any, shall be effective immediately. Borrower shall pay to Lender any such amount that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data, and reasonable estimates of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity (including Lender, if Lender is a trust institution whose deposits are so insured) or in any Federal Home Loan Bank, under all applicable laws, until the Funds are no longer than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually, to the escrow account, or sending the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless otherwise agreed in a written or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of the Note secured by this Security Instrument, Lender shall promptly return to Borrower any Funds held by Lender.

VIRGINIA - Single Family - Remote Notarizable Max UNIFORM INSTRUMENT Form 3047 1017 Modified by FSA 9/20/14 (HUD Handbook 4000.1) ICR Mortgage Technology, Inc. Page 3 of 11



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LOAN #

4. Charges: Lender, Borrower shall pay all taxes, assessments, charges, fees, and impositions attributable to the Property which are not the responsibility of the Borrower, including but not limited to...

5. Property Insurance: Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included under the term "extended coverage" and any other hazards including, but not limited to, earthquakes and floods...

6. If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage.

7. If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage.

8. In the event of a loss, Lender may elect to repair or replace the damaged property with new materials and workmanship of like kind and quality as the original property.

9. In the event of a loss, Lender may elect to repair or replace the damaged property with new materials and workmanship of like kind and quality as the original property.

10. In the event of a loss, Lender may elect to repair or replace the damaged property with new materials and workmanship of like kind and quality as the original property.

LOAN #

coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

11. If insurance or condemnation proceeds are paid in connection with damage to the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has elected proceeds for such purpose.

12. If condemnation proceeds are paid in connection with the taking of the property, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument.

13. Lender or its agent may make reasonable entries upon and inspections of the Property if it has reasonable cause. Lender may inspect the interior of the improvements on the Property.

14. Borrower shall be deemed to have authorized Lender to take any action necessary to protect Lender's interest in the Property, including but not limited to, paying any sums secured by a lien which has priority over this Security Instrument.

15. Miscellaneous Provisions: Forfeiture. All Miscellaneous Provisions shall be applied to restoration or repair of the Property if the restoration or repair is economically feasible and Lender's security is not restored.

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LOAN #

by this Security Instrument, whether or not then due, with the access, if any, paid to Borrower. Such Miscellaneous Provisions shall be applied in the order provided for in Section 2.

17. In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Provisions shall be applied to the sums secured by this Security Instrument, whether or not then due, with the access, if any, paid to Borrower.

18. In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, the fair market value of the Property immediately after the partial taking, destruction, or loss in value shall be reduced by the amount of the Miscellaneous Provisions multiplied by the following fraction:

(a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value, divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

19. In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender agree in writing, the Miscellaneous Provisions shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

20. If the Property is abandoned by Borrower, or, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Provisions either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

21. All Miscellaneous Provisions that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

22. Borrower Not Released: Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not constitute a release of the liability of Borrower or any Successors in Interest of Borrower.

23. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note ("co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument as the Note without the co-signer's consent.

24. Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under the Security Instrument. Borrower shall not be released from Borrower's obligations under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

25. Loan Charges: Borrower shall pay all charges for services performed in connection with the Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees.

26. The Loan is subject to the terms and conditions of the promissory note and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (b) any sums already collected from Borrower which exceed the permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the

LOAN #

principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment with no changes in the due date or in the monthly payment amount unless the Note holder agrees in writing to those changes.

27. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17 "interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

28. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.

29. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay those sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

30. Borrower's Right to Reinstatement After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to reinstatement of a mortgage. These conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) obtains Lender's consent to the reinstatement of the mortgage.

31. Interest in the Property means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

32. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.

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35. Sale of Note: Change of Loan Servicer: Notice of Cancellation. The Note or a partial interest in the Note may be sold or assigned to a third party. The sale or assignment of the Note shall not release Borrower. A sale might result in a change in the entity known as the "Loan Servicer" that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, the Security Instrument, and Applicable Law. There also might be

LOAN #:

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one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information necessary in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

20. Borrower Not Third-Party Beneficiary to Contract of Insurance. Mortgage insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower acknowledges and agrees that the Borrower is not a third party beneficiary to the contract of insurance between the Secretary and Lender, nor is Borrower entitled to enforce any agreement between Lender and the Secretary, unless explicitly authorized to do so by Applicable Law.

21. Hazardous Substances. As used in this Section 21 ("Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, lead, polychlorinated biphenyls, volatile solvents, materials containing asbestos or ferruginous, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

22. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if: (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment; or (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(c) of the Garn-St. Germain Depository Institutions Act of 1992, 12 U.S.C. 1701-342) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property or a beneficial interest in a trust in all or part of the Property, is sold or otherwise transferred (other than by devise or descent); and (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclosure if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the HUD Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

23. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower, (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Section 23. Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

24. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 24, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender or trustee shall give to Borrower, the owner of the Property, and all other persons, notice of sale as required by Applicable Law. Trustee shall give public notice of sale by advertising, in accordance with Applicable Law, once a week for two successive weeks in a newspaper having general circulation in the county or city in which any part of the Property is located, and by such additional or any different form of advertisement the Trustee deems advisable. Trustee may sell the Property on the eighth day after the first advertisement or any day thereafter, but not later than 30 days following the last advertisement. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any other Trustee determines. Trustee may postpone sale of all or any parcel of the Property by advertising in accordance with Applicable Law. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property with special warranty of title. The receipts in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to discharge the expenses of executing the trust, including a reasonable commission to Trustee; (b) to discharge all taxes, levies, and assessments, with costs and interest if these costs have priority over the lien of this Security Instrument, including the due pro rata thereof for the current year; (c) to discharge in the order of their priority, if any, the remaining debts and obligations secured by this Security Instrument, and any liens of record inferior to this Security Instrument under which sale is made, with lawful interest; and (d) the residue of the proceeds shall be paid to Borrower or Borrower's assigns. Trustee shall not be required to take possession of the Property prior to the sale thereof or to deliver possession of the Property to the purchaser at the sale.

If Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Section 22, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 375f et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Section 24 or applicable law.

25. Release. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to release this Security Instrument and shall surrender all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall release this Security Instrument. Borrower shall pay any recording costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only

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LOAN #:

If the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

26. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

NOTICE: THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL ON THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF SALE OR CONVEYANCE OF THE PROPERTY CONVEYED.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signature of Shamice Thompson-Hairston (Date)
SHAMICE THOMPSON-HAIRSTON
Signature of Shamice Thompson-Hairston as Attorney in Fact for Letitia A. James (Date)
SHAMICE THOMPSON-HAIRSTON, AS ATTORNEY-IN-FACT FOR LETITIA A. JAMES

Commonwealth of VIRGINIA
City/County of NORFOLK

The foregoing instrument was acknowledged before me this AUGUST 31, 2023 (date) by SHAMICE THOMPSON-HAIRSTON AND SHAMICE THOMPSON-HAIRSTON, AS ATTORNEY-IN-FACT FOR LETITIA A. JAMES.

Notary Seal
Michelle R. Norfleet
Notary Public's signature
Notary registration number: 301931
My commission expires: 4/20/2025

Lender: American Neighborhood Mortgage Acceptance Company LLC.
NMLS ID: 238923
Loan Originator: Mike Voci
NMLS ID: 1380990

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EXHIBIT C

© Form 14 (Rev. 6/83)

THE CITY OF NEW YORK



**DEPARTMENT OF BUILDINGS
CERTIFICATE OF OCCUPANCY**

BOROUGH BROOKLYN

DATE: MAY 26 2001 **NO.:** [REDACTED]

This certificate supersedes C.O. NO [REDACTED]

ZONING DISTRICT R-6

THIS CERTIFIES that the new—altered—existing—building—premises located at

[REDACTED] LAFAYETTE AVENUE

Block 1947 Lot 21

CONFORMS SUBSTANTIALLY TO THE APPROVED PLANS AND SPECIFICATIONS AND TO THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS FOR THE USES AND OCCUPANCIES SPECIFIED HEREIN.

PERMISSIBLE USE AND OCCUPANCY

STORY	LIVE LOAD LBS. PER SQ. FT.	MAXIMUM NO. OF PERSONS PERMITTED	ZONING DWELLING OR PROPOSED LIMITS	BUILDING CODE HABITABLE ROOMS	ZONING USE GROUP	BUILDING CODE OCCUPANCY GROUP	DESCRIPTION OF USE
CELLAR	OG						ORDINARY USE, BOILER ROOM
BASEMENT	40		1	3	2	RES.	ONE FAMILY
FIRST	40		1	2	2	RES.	ONE FAMILY
SECOND	40		1	2	2	RES.	ONE FAMILY
THIRD	40		2	2	2	RES.	TWO FAMILY
							TOTAL: FIVE (5) FAMILY DWELLING

OPEN SPACE USES

(SPECIFY—PARKING SPACES, LOADING BERTHS, OTHER USES, NONE)

**NO CHANGES OF USE OR OCCUPANCY SHALL BE MADE UNLESS
A NEW ASSIGNED CERTIFICATE OF OCCUPANCY IS OBTAINED**
THIS CERTIFICATE OF OCCUPANCY IS ISSUED SUBJECT TO FURTHER LIMITATIONS, CONDITIONS AND
SPECIFICATIONS NOTED ON THE REVERSE SIDE.

[Signature]
BOROUGH SUPERINTENDENT

[Signature]
Acting Commissioner
COMMISSIONER

BKLN-2

ORIGINAL OFFICE COPY - DEPARTMENT OF BUILDINGS COPY

EXHIBIT D

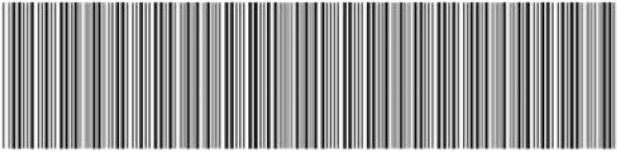

<p>NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER</p> <p>This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.</p>																													
<p>RECORDING AND ENDORSEMENT COVER PAGE PAGE 1 OF 11</p>																													
<p>Document ID: [REDACTED] Document Date: 08-23-2011 Preparation Date: 10-19-2011</p> <p>Document Type: MORTGAGE AND CONSOLIDATION</p> <p>Document Page Count: 9</p>																													
<p>PRESENTER: INTRACOASTAL ABSTRACT CO., INC. 31 STEWART STREET CO -PICK UP USTA FLORAL PARK, NY 11001 516-358-0505 1273</p>	<p>RETURN TO: OCWEN LOAN SERVICING, LLC 1661 WORTHINGTON ROAD - SUITE 100 ATTN: LINDA KAY ESTEP WEST PALM BEACH, FL 33409 561-682-8835</p>																												
<p>PROPERTY DATA</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;">Borough</td> <td style="width:15%;">Block Lot</td> <td style="width:15%;">Unit</td> <td style="width:15%;">Address</td> </tr> <tr> <td>BROOKLYN</td> <td>1947 21</td> <td>Entire Lot</td> <td>[REDACTED] LAFAYETTE AVENUE</td> </tr> </table> <p style="text-align: center;">Property Type: DWELLING ONLY - 4 FAMILY</p>		Borough	Block Lot	Unit	Address	BROOKLYN	1947 21	Entire Lot	[REDACTED] LAFAYETTE AVENUE																				
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<p>RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK</p> <p>Recorded/Filed 12-07-2011 15:31 City Register File No.(CRFN): 2011000427870</p>  <p><i>Annette McMill</i> City Register Official Signature</p>																													

EXHIBIT E

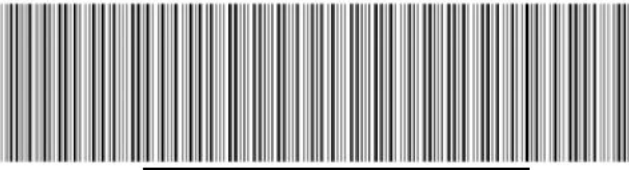
NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.			
RECORDING AND ENDORSEMENT COVER PAGE		PAGE 1 OF 8	
Document ID: [REDACTED] Document Date: 08-23-2019 Preparation Date: 08-29-2019 Document Type: MORTGAGE Document Page Count: 7			
PRESENTER: SERVICELINK HOME EQUITY 1355 CHERRINGTON PKWY MOON TOWNSHIP, PA 15108 SUPPORT@SIMPLIFILE.COM		RETURN TO: SERVICELINK 1355 CHERRINGTON PARKWAY MOON TOWNSHIP, PA 15108 SUPPORT@SIMPLIFILE.COM	
Borough Block Lot PROPERTY DATA BROOKLYN 1947 21 Entire Lot Unit Address [REDACTED] LAFAYETTE AVENUE Property Type: DWELLING ONLY - 4 FAMILY			
CROSS REFERENCE DATA			
CRFN _____ or DocumentID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____			
MORTGAGOR/BORROWER: LETITIA JAMES [REDACTED] LAFAYETTE AVE BROOKLYN, NY 11238		PARTIES MORTGAGEE/LENDER: CITIBANK NA 1000 TECHNOLOGY DRIVE O'FALLON, MO 63368	
FEES AND TAXES			
Mortgage : Mortgage Amount: \$ 100,000.00 Taxable Mortgage Amount: \$ 100,000.00 Exemption: \$ TAXES: County (Basic): \$ 500.00 City (Additional): \$ 1,000.00 Spec (Additional): \$ 0.00 TASF: \$ 250.00 MTA: \$ 300.00 NYCTA: \$ 0.00 Additional MRT: \$ 0.00 TOTAL: \$ 2,050.00 Recording Fee: \$ 72.00 Affidavit Fee: \$ 0.00		Filing Fee: \$ 0.00 NYC Real Property Transfer Tax: \$ 0.00 NYS Real Estate Transfer Tax: \$ 0.00	
		RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK Recorded/Filed 08-30-2019 15:23 City Register File No. (CRFN): [REDACTED]	
		 <i>Annette McMill</i> City Register Official Signature	

EXHIBIT F

STATE OF NEW YORK

MORTGAGE

This form is used in connection with mortgages insured under the one to four-family provisions of the National Housing Act.

THIS MORTGAGE, made the 20TH day of MAY, 19 83
between ROBERT JAMES AND LETITIA JAMES, HIS WIFE

who reside(s) at [REDACTED] 132ND ST., RICHMOND HILL, NEW YORK REEL 1529 PAGE 1110

the MORTGAGOR

and KADILAC FUNDING LTD.
a corporation organized and existing under the laws of the State of New York
and having its principal place of business at 1 OLD COUNTRY ROAD, BOX 34, CARLE PLACE, NEW YORK

The MORTGAGEE

WITNESSETH that to secure the payment of an indebtedness in the principal sum of THIRTY THOUSAND THREE HUNDRED AND NO/100 Dollars (\$ 30,300.00 which sum is to be paid, with interest thereon, according to a certain bond or obligation bearing even date herewith, the Mortgagor hereby mortgages to the Mortgagee:

All that certain lot, piece, or parcel of land with the building and improvements thereon erected, situate, lying, and being in the BOROUGH AND COUNTY OF QUEENS, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

TOGETHER WITH THE BENEFITS AND SUBJECT TO THE BURDENS OF A CERTAIN RIGHT OF WAY IN LIBER 3034 PAGE 120.

Fixtures and personalty include, without being limited to:

✓ Said premises being known as: [REDACTED] WOOD STREET, JAMAICA, NEW YORK 11420

The real property is improved by a ONE family residence only.

Together with all the right, title and interest of the mortgagors of in and to any land lying in the bed of the street in front of and adjoining above premises to the center lines thereof.

FS 92159M(1/79)

IN WITNESS WHEREOF, this mortgage has been duly executed by the Mortgagor.

Robert James (L.S.)
 ROBERT JAMES
Letitia James (L.S.)
 LETITIA JAMES
 _____ (L.S.)
 _____ (L.S.)

In presence of *Jack Bleiser*

STATE OF NEW YORK. }
COUNTY OF NASSAU } SS

On the 20TH day of MAY, nineteen hundred and EIGHTY-THREE before me personally came ROBERT JAMES AND LETITIA JAMES, HIS WIFE to me personally known and known to me to be the individual described in and who executed the foregoing instrument and acknowledged that _____ executed the same

Exhibit B

LOWELL & ASSOCIATES, PLLC

1701 RHODE ISLAND AVENUE
WASHINGTON, DC 20036

Abbe David Lowell, Esq.

April 24, 2025

The Honorable Pamela J. Bondi
Attorney General of the United States
Department of Justice
950 Pennsylvania Avenue, NW
Washington, DC 20530

Dear Attorney General Bondi:

I represent New York State Attorney General Letitia James and have reviewed U.S. Federal Housing Director William Pulte’s April 14, 2025 letter titled (in bold and italics), “Criminal Referral.” I write to address the latest act of improper political retribution—this time directed at Ms. James—publicly instigated and endorsed by President Trump. The stunning hypocrisy of President Trump’s complaint that the Justice Department had been “politicized” and “weaponized” against him is laid bare as he and others in his Administration are now asking you to undertake the very same practice. This so-called “Criminal Referral,” which recycles long-disproven allegations and is “[b]ased on media reports” lacks any credible foundation. Having one of the President’s aides shout to reporters that “[s]he is guilty of multiple, significant, serial criminal violations”¹ is no substitute for the facts.

Political Retribution

During the 2024 campaign for president and since taking office, President Trump has made clear that he will use the power of the Executive Branch to seek revenge on those he deems to have done him wrong or been his perceived enemies. Here are just some of his past remarks:

“I am your warrior. I am your justice. . . . I am your retribution.”²

“IF YOU GO AFTER ME, I’M COMING AFTER YOU!”³

¹ Statement of Stephen Miller, White House Homeland Security Adviser and Deputy Chief of Staff for Policy, to Reporters outside the White House (April 18, 2025), *available on* youtube.com.

² Donald Trump Remarks at CPAC (March 4, 2023), *available at* <https://www.c-span.org/clip/campaign-2024/former-pres-trump-i-am-your-justice-i-am-your-retribution/5060238>.

³ @realDonaldTrump, Truth Social (Aug. 4, 2023, 4:16 PM), *available at* truthsocial.com.

April 24, 2025

Page 2

In fact, Mr. Trump has singled out Attorney General James dating back to her campaign in 2018, and ever more so during and after the trial and verdict in New York in which Mr. Trump and the Trump Organization were found liable for financial fraud and assessed a \$454 million judgment. For instance:

“How do I get a fair trial with a monster like ‘Attorney General’ Peekaboo James, who is willing to break every law in the book? This is not a legitimate trial . . .”⁴

“. . . A bond of the size set by the Democrat Club-controlled Judge, in Corrupt, Racist Letitia James’ unlawful Witch Hunt, is unConstitutional, un-American, unprecedented, and practically impossible for ANY Company, including one as successful as mine.”⁵

Calling for Attorney General James to be “placed under citizens arrest” for “blatant election interference and harassment.”⁶

As President, he even directed the heads of Executive Departments and Agencies to revoke the security clearance and any access to classified information from Attorney General James and others of Mr. Trump’s perceived political opponents.⁷

U.S. Federal Housing Director William Pulte is the latest administration officer to carry out the all-too-familiar playbook of the President: praise the judicial system and those who serve it when he wins; criticize it when he loses, and attack those—attorneys and judges, alike—who are doing their jobs to protect and uphold the rule of law.

To your great credit, during your confirmation process, you addressed this issue and assured the Senate and all Americans when you said:

“Yes, I believe that the Justice Department must be independent and must act independently. . . . Politics will not play a part. I’ve demonstrated that my entire career as a prosecutor, as attorney general, and I will continue to do that if you confirm me[.]”

“I wouldn’t work at a law firm, I wouldn’t be a prosecutor, I wouldn’t be Attorney General if anyone asked me to do something improper and I felt I had to carry that out. Of course I would not do that.”⁸

Your assurances give us confidence that you will not allow anyone to politicize your Department.

⁴ @realDonaldTrump, Truth Social (Oct. 14, 2023, 7:48 PM), *available at* truthsocial.com.

⁵ @realDonaldTrump, Truth Social (Mar. 18, 2024 7:05 PM), *available at* truthsocial.com.

⁶ Alex Woodward, *Trump Shares Call For ‘Citizen’s Arrest’ Of Letitia James And His Fraud Trial Judge*, The Independent (Nov. 14, 2023), *available at* the-independent.com.

⁷ The White House, Presidential Memoranda, *Rescinding Security Clearances and Access to Classified Information from Specified Individuals* (Mar. 22, 2025), *available at* whitehouse.gov.

⁸ Transcript, The Nomination of the Honorable Pamela Jo Bondi to be Attorney General of the United States, U.S. Senate Comm. on the Judiciary (Jan. 15, 2025), *available at* judiciary.senate.gov.

Weaponization

Another of candidate Trump's frequent rebukes was against the Justice Department and the FBI, during the previous administration, for having been "weaponized" against him and his businesses and associates.

"The Biden regime's weaponization of our system of justice is straight out of the Stalinist Russia horror show."⁹

In fact, one of his first Executive Orders on January 20, 2025 was actually titled, "Ending The Weaponization Of The Federal Government."¹⁰ President Trump reiterated that commitment when he spoke at the Justice Department on March 14, 2025, and said: "We're turning the page on four years of corruption, weaponization . . . and we're restoring fair, equal and impartial justice under the constitutional rule of law."¹¹ We had hoped he meant that, but Director Pulte's letter seeking to revive baseless allegations raised by Attorney General James' online critics or those in the media amplifying them with the stunning admission that his "referral" is "[b]ased on media reports" is the definition of "hypocrisy."¹²

The issue of weaponizing law enforcement and the Justice Department in particular was raised during your confirmation hearings and again you appropriately responded:

"If confirmed, I will fight every day to restore confidence and integrity to the Department of Justice and each of its components. The partisanship, the weaponization will be gone."

"I will not politicize that office, I will not target people simply because of their political affiliation. Justice will be administered even-handedly throughout this country."¹³

What Director Pulte is attempting now is the opposite.

Baseless Allegations

Director Pulte's letter, itself "[b]ased on media reports," raises three issues: one reference out of an entire file of documents to a property in Virginia being Ms. James' "principal residence"; one 24-year-old document among a pile of others defining a Brooklyn property as having five dwellings when a loan in question called for only four; and two decades-old references (one 42

⁹ Michael Schmidt et al., *Trump Says the Justice System Has Been Weaponized. He Would Know.*, N.Y. Times (Mar. 29, 2023), *available at* nytimes.com.

¹⁰ <https://www.whitehouse.gov/presidential-actions/2025/01/ending-the-weaponization-of-the-federal-government/>.

¹¹ Remarks by President Trump, Address to the Staff at the Department of Justice (Mar. 14, 2025).

¹² *Hypocrisy* ("behavior that contradicts what one claims to believe or feel"), Merriam-Webster's Online Dictionary, *available at* merriam-webster.com. A snapshot of Director Pulte's letter should be inserted as an example.

¹³ Transcript, The Nomination of the Honorable Pamela Jo Bondi to be Attorney General of the United States, U.S. Senate Comm. on the Judiciary (Jan. 15, 2025), *available at* judiciary.senate.gov.

April 24, 2025

Page 4

years old and the other 24 years old) to documents filled out by Ms. James' deceased father where he either checked a wrong box or misstated his relationship with Ms. James to be spousal rather than parental. I will address each one in turn.

i. *Norfolk, Virginia Property*

In 2023, Ms. James assisted her niece, Shamice Thompson-Hairston, who needed financial support, with the down payment to purchase a home in Norfolk, Virginia. The mortgage application required only one individual to live at the property. Director Pulte cherry-picked an August 17, 2023 power of attorney that mistakenly stated the property to be Ms. James' principal residence and at the same time absolutely ignored her very clear and all caps statement *two weeks* earlier to the mortgage loan broker that “[t]his property WILL NOT be my primary residence[.] It will be Shamice’s primary residence.” **Exhibit A.** The broker understood this, and that Ms. James was not a Virginia resident, and replied, “Section 4 indicates that the property will be occupied as a primary residence for Shamice. . . . Your declaration is marked as a non-occupying co-borrower.” *Id.*

Furthermore, after the erroneous power of attorney (given to the person who would be the principal resident), Ms. James filled out a Uniform Residential Loan Application, including property “occupancy” information for the loan, in which she again made clear that the Norfolk property was not her “primary residence.” Section 5 of the Loan Application, titled ‘Declarations,’ asks, “Will you occupy the property as your primary residence?” and Ms. James marked “NO.” *Id.* And yet, in the hundreds of pages that comprise the Norfolk loan application and other mortgage documents, Director Pulte points to a two-page power of attorney that was clearly mistaken and failed to reference Ms. James' clear and repeated accurate statements.

If Ms. James' declaration in her loan application from the time of the purchase was not enough, I hope this letter (and its exhibits) put this stale claim to rest.

ii. *Brooklyn, New York Property*

In 2001, Ms. James purchased her Brooklyn, New York home with her savings to facilitate supporting her mother (sick at the time) and give other family members a place to live. Ms. James and her family members have lived there since 2001. The co-occupancy dwelling has four floors and, for as long as Ms. James has lived there, the property has always functioned as a four-person residence. Initially, Ms. James' mother lived on the first floor; Ms. James occupied the second floor; a close family friend occupied the third floor; and her brother occupied the fourth floor. The basement did not have any unit. After Ms. James' mother died, and to this day, Ms. James has occupied the first and second floor units for herself, while her close family friend and brother occupy units on the top two floors.

Director Pulte points to a 24-year-old certificate of occupancy listing the property as having five units, despite that the property has functioned as a four-unit residence for the past 24 years since Ms. James bought it. In fact, a document he is well aware of, the August 23, 2011 Home Affordable Modification Program application, confirms it as being a four-unit property. Worse yet, Director Pulte *ignores* altogether the other New York City records that list the Brooklyn

April 24, 2025

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property as a four-unit property, including the NYC Department of Finance property record listing the Brooklyn property’s Building Class as “C3 – Four Families” for tax purposes (e.g., 4 residential units).¹⁴ **Exhibit B.** In addition, the NYC Department of Housing Preservation and Development (HPD) lists the Brooklyn property as having “4” “A Units” and “0” “B Units”—demonstrating, again, that Ms. James’ Brooklyn residence has been used as a four-unit residence since 2001.¹⁵ **Exhibit C.** Simply put, cherry-picking a 24-year-old certificate of occupancy and ignoring the many times the City’s records say the opposite is what happens when a so-called “criminal referral” is “[b]ased on media reports.”

iii. *Queens, New York Property*

In 1983, Ms. James’ father, Robert James sought to buy a home for his family in the Jamaica neighborhood of Queens, New York. He asked his daughter (then a few years out of school) to help by allowing him to add her name to the mortgage application. Mr. James filled out the mortgage material (wherein he described their relationship as being “spouses”) and purchased the home without his daughter’s involvement. Yet, in a predictable pattern here, Director Pulte cites a mistaken May 20, 1983 document Mr. James filled out to cast his baseless allegation while again *ignoring* the other supporting documentation, one on the same exact date that correctly describes Ms. James as being his daughter. The actual May 20, 1983 property deed for the Jamaica, Queens residence lists Robert James “and Letitia James, *his daughter.*” **Exhibit D** (emphasis added).

* * *

As I have set forth, the exhibits Director Pulte included with his letter are notable for the fact that he omitted numerous other records (some of which we have included) which refute the allegations of impropriety or make clear that a mistake on one line had no significance. Look at the entire file of each event, the haste in which one document has one line filled out in error, and the clear fact that, with the exception of attending school, Attorney General James has only lived in Brooklyn, and the “criminal referral” becomes three pages of stale, threadbare allegations with no reason to proceed other than they are “[b]ased on media reports” and are the next salvo in President Trump’s revenge tour against Attorney General James.

In your position as Florida’s 37th Attorney General and now the nation’s top prosecutor, you brought or will bring cases as part of your oath to support and defend the Constitution of the United States and faithfully discharge the duties of the office. When you do so based on probable cause in a criminal case or an initial finding of civil liability, you are not “weaponizing,” you are carrying out your sworn duty. No one is better than you to recognize that Attorney General James is being targeted for having done the same things in her work, including the case against Mr. Trump and his companies.

¹⁴ NYC Department of Finance property records available at <https://propertyinformationportal.nyc.gov/parcels>.

¹⁵ NYC Department of HPD building information available at <https://hpdonline.nyc.gov/hpdonline/>.

April 24, 2025

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If there is anything that you believe I have not addressed in the real facts and documents provided, please let me know. Otherwise, we would expect a quick response confirming that this referral matter has been closed by the Department.

Sincerely,

A handwritten signature in blue ink, appearing to read "Abbe David Lowell".

Abbe David Lowell

Counsel for Attorney General Letitia James

ATTACHMENTS

Exhibit A

Fwd: Thank you from Michael Voci

From LETITIA JAMES [REDACTED]
Date [REDACTED]
To [REDACTED]

[EXTERNAL]

Begin forwarded message:

From: Mike Voci [REDACTED]
Date: August 3, 2023
To: LETITIA JAMES <[REDACTED]>
Subject: RE: Thank you from Michael Voci

Good morning Letitia!

1.
Section 4 indicates that the property will be occupied as a primary residence for Shamice. The loan is originated as a primary residence. Your declaration is marked as a non-occupying co-borrower. The file is set up correctly and rate is locked as a primary residence.

Section 5: Declarations.

This section asks you specific questions about the property, your funding, and your past financial history.

5a. About this Property and Your Money for this Loan

A. Will you occupy the property as your primary residence?

If YES, have you had an ownership interest in another property in the last three years?

If YES, complete (1) and (2) below:

(1) What type of property did you own: primary residence (PR), FHA secondary residence (SR), second home (SH), or investment property (IP)?

(2) How did you hold title to the property: by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?

NO YES

NO YES

PR _____

S _____

2.
[REDACTED]

Employee ID:	[REDACTED]
Department:	03009
Location:	Office of the Attorney General
Job Title:	ATTORNEY GENERAL
Pay Rate:	[REDACTED]

3.

I will get with Jason how and if it is included in the contract as a credit, PICRA repair, or on an addendum outside of the purchase agreement sent to lender.



Mike Voci

Mortgage Loan Originator - NMLS# 1380990

OVM with AnnieMac Home Mortgage

5040 Corporate Woods Drive, Suite 101, Virginia Beach, VA, 23462

Email: [REDACTED]

Cell: [REDACTED]

Fax: [REDACTED]

Web: <https://MichaelVoci.annie-mac.com>



NMLS# 338923

SCHEDULE A MEETING

APPLY NOW

LEAVE A REVIEW

Warning – please read!

WIRE FRAUD IS ON THE RISE.

Please note, AnnieMac Home Mortgage will NEVER send money, wire, transfer or disbursement instructions as part of your loan application process. You should receive such instructions from your Closing Agent. Contact the Closing Agent directly for confirmation.

If you receive such instructions from what appears to be an AnnieMac email account, please contact incident@annie-mac.com.

At American Neighborhood Mortgage Acceptance Company LLC (DBA AnnieMac Home Mortgage), our goal is exceeding your expectations by delivering world-class customer service. We would appreciate any feedback regarding your experience with American Neighborhood Mortgage Acceptance Company LLC by contacting us at info@annie-mac.com

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Company NMLS# 338923
Complete license information disclosed at: <https://www.annie-mac.com/licensing>
www.nmlsconsumeraccess.org

From: LETITIA JAMES [REDACTED]
Sent: Wednesday, August 2, 2023 7:59 PM
To: Mike Voci [REDACTED]
Subject: Re: Thank you from Michael Voci

Section 4 - indicate primary occupancy. Please correct. 2) [REDACTED] 3) I need to know the credit that owner is paying for roof. Roof will not pass FHA approval.

Sent from my iPhone

On Aug 2, 2023, at 1:22 PM, Mike Voci [REDACTED] wrote:

It's on form 1003 (universal residential loan application). I attached it for your records. Your part starts on page 9 and the declaration for occupancy status is on page 12 section 5. If you see anything that needs to be edited please let me know and we can change it before it is submitted to be processed.





NMLS# 338923

Mike Voci

Mortgage Loan Originator - NMLS# 1380990

OVM with AnnieMac Home Mortgage

5040 Corporate Woods Drive, Suite 101, Virginia Beach, VA, 23462

Email: [REDACTED]

Cell: [REDACTED]
Fax: [REDACTED]

Web: <https://MichaelVoci.annie-mac.com>

SCHEDULE A MEETING

APPLY NOW

LEAVE A REVIEW

Warning – please read!

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Please note, AnnieMac Home Mortgage will NEVER send money, wire, transfer or disbursement instructions as part of your loan application process. You should receive such instructions from your Closing Agent. Contact the Closing Agent directly for confirmation.

If you receive such instructions from what appears to be an AnnieMac email account, please contact incident@annie-mac.com.

At American Neighborhood Mortgage Acceptance Company LLC (DBA AnnieMac Home Mortgage), our goal is exceeding your expectations by delivering world-class customer service. We would appreciate any feedback regarding your experience with American Neighborhood Mortgage Acceptance Company LLC by contacting us at info@annie-mac.com

=====
This e-mail may contain confidential and/or privileged information. If you are not the intended recipient or a person responsible for delivering it to the intended recipient, (or have received this e-mail in error) do not read, copy or distribute the email or any attachments. Instead, please notify the sender and delete or destroy the email and any attachments without saving in any manner. Any unauthorized use, copying, disclosure or distribution of the material in this e-mail is strictly forbidden.

From: LETITIA JAMES [REDACTED]
Sent: Wednesday, August 2, 2023 1:16 PM
To: Mike Voci <[REDACTED]>
Subject: Re: Thank you from Michael Voci

Where is form that indicates that propert is not my prime residence? I cannot find it

Sent from my iPhone

On Aug 2, 2023, at 1:13 PM, LETITIA JAMES [REDACTED] wrote:

Ok

Sent from my iPhone

On Aug 2, 2023, at 1:10 PM, Mike Voci [REDACTED] wrote:

Yes you will receive a copy but to be safe it is a good idea to waive your right to the 3 day seasoning period to close after receipt.

<image002.png>

<image003.png>

NMLS# 338923

Mike Voci

Mortgage Loan Originator - NMLS# 1380990

OVM with AnnieMac Home Mortgage

5040 Corporate Woods Drive, Suite 101, Virginia Beach, VA, 23462

Email: [REDACTED]

Cell: [REDACTED]

Fax: [REDACTED]

Web: <https://MichaelVoci.annie-mac.com>

Warning – please read!

WIRE FRAUD IS ON THE RISE.

Please note, AnnieMac Home Mortgage will NEVER send money, wire, transfer or disbursement instructions as part of your loan application process. You should receive such instructions from your Closing Agent. Contact the Closing Agent directly for confirmation.

If you receive such instructions from what appears to be an AnnieMac email account, please contact incident@annie-mac.com.

At American Neighborhood Mortgage Acceptance Company LLC (DBA AnnieMac Home Mortgage), our goal is exceeding your expectations by delivering world-class customer service. We would appreciate any feedback regarding your experience with American Neighborhood Mortgage Acceptance Company LLC by contacting us at info@annie-mac.com

=====
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Company NMLS# 338923

Complete license information disclosed at: <https://www.annie-mac.com/licensing>
www.nmlsconsumeraccess.org

From: LETITIA JAMES [REDACTED]
Sent: Wednesday, August 2, 2023 1:09 PM
To: Mike Voci [REDACTED]
Subject: Re: Thank you from Michael Voci

And we need copy of appraisal report

Sent from my iPhone

On Aug 2, 2023, at 1:06 PM, LETITIA JAMES [REDACTED] wrote:

This property WILL NOT be my primary residence It will be Shamice’s primary residence.

Sent from my iPhone

On Aug 2, 2023, at 12:24 PM, LETITIA JAMES [REDACTED] wrote:

On Aug 2, 2023, at 12:19 PM, Mike Voci [REDACTED] wrote:

Were you able to create your account?

<image002.png>

<image003.png>

NMLS# 338923

Mike Voci

Mortgage Loan Originator - NMLS# 1380990

OVM with AnnieMac Home Mortgage

5040 Corporate Woods Drive, Suite 101, Virginia Beach, VA, 23462

Email: [REDACTED]

Cell: [REDACTED]

Fax: [REDACTED]

Web: <https://MichaelVoci.annie-mac.com>

<image004.png>

<image005.png>

<image006.png>

Warning – please read!

WIRE FRAUD IS ON THE RISE.

Please note, AnnieMac Home Mortgage will NEVER send money, wire, transfer or disbursement instructions as part of your loan application process. You should receive such instructions from your Closing Agent. Contact the Closing Agent directly for confirmation.

At American Neighborhood Mortgage Acceptance Company LLC (DBA AnnieMac Home Mortgage), our goal is exceeding your expectations by delivering world-class customer service. We would appreciate any feedback regarding your experience with American Neighborhood Mortgage Acceptance Company LLC by contacting us at info@annie-mac.com

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Company NMLS# 338923
Complete license information disclosed at: <https://www.annie-mac.com/licensing>
www.nmlsconsumeraccess.org

From: LETITIA JAMES [REDACTED]
Sent: Wednesday, August 2, 2023 12:05 PM
To: Mike Voci [REDACTED]
Subject: Re: Thank you from Michael voci

I could not open
Sent from my iPhone

On Aug 2, 2023, at 11:38 AM, Michael Voci <[REDACTED]> wrote:

 logo

 company logo

Letitia James,

Thanks for downloading the mortgages by OVM. Now you have the mortgage

process in your hands!

Speaking of modern loan tools, don't miss out on our mobile app. You take action on the go and make your part even easier. Use the detailed mortgage calculator to check loan options and see what you can afford. Easily and securely scan and share documents using your phone, and much more.

Download the app and use the email address and password you set up for your web portal.

And remember you can always contact me with questions.

Sincerely,

Michael Voci 1380990

[REDACTED]

OVM Financial Powered by AnnieMac Home Mortgage NMLS ID #338923

ACCOUNT LOGIN

If you need help please contact notifications@simplenexus.com

This email was sent to you because you have an account with Michael's mobile app. 5040 Corporate Woods Drive Suite 101, Virginia Beach, VA 23462

Exhibit B

Printable page

Borough: BROOKLYN
Block: 1947 Lot: 21

Property Owner(s)

JAMES, LETITIA

Property Data

Tax Year 2024/25
Lot Grouping
Property Address [REDACTED], 11238
Tax Class 2A
Building Class C3 - FOUR FAMILIES
Condo Development
Condo Suffix

Notes

This account history is for informational purposes only. The amounts below do not include interest due through today. Visit our [NYCePay](#) or [CityPay](#) payment sites for today's balance. Payments made today will be visible the next business day.

Profile

Building Class C3 - FOUR FAMILIES
Tax Class 2A
Unused SCRIE Credit
Unused DRIE Credit
Refund Available
Overpayment amount

Account History Summary

Year	Period	Charge Type	Original Due Date	Interest Begin/Process Date	Charge	Paid	Balance
2025	4	TAX	04/01/2025		4,813.02	-4,813.02	0.00
2025	3	TAX	01/01/2025		4,813.02	-4,813.02	0.00
2025	2	TAX	10/01/2024		4,814.56	-4,814.56	0.00
2025	1	TAX	07/01/2024		4,814.56	-4,814.56	0.00
2025	1	CHARGES	07/01/2024		13.00	-13.00	0.00
2024	4	TAX	04/01/2024		4,543.41	-4,543.41	0.00
2024	3	TAX	01/01/2024		4,543.41	-4,543.41	0.00
2024	2	TAX	10/01/2023		4,375.77	-4,375.77	0.00
2024	1	TAX	07/01/2023		4,375.77	-4,375.77	0.00
2024	1	CHARGES	07/01/2023		13.00	-13.00	0.00
2023	4	TAX	04/01/2023		4,063.10	-4,063.10	0.00
2023	3	TAX	01/01/2023		4,063.10	-4,063.10	0.00
2023	2	TAX	10/01/2022		4,041.96	-4,041.96	0.00
2023	1	TAX	07/01/2022		4,041.96	-4,041.96	0.00
2023	1	CHARGES	07/01/2022		13.00	-13.00	0.00
2022	4	TAX	04/01/2022		3,732.78	-3,732.78	0.00
2022	3	TAX	01/01/2022		3,732.78	-3,732.78	0.00
2022	2	TAX	10/01/2021		3,752.36	-3,752.36	0.00
2022	1	TAX	07/01/2021		3,752.36	-3,752.36	0.00
2022	1	CHARGES	07/01/2021		13.00	-13.00	0.00
2021	4	TAX	04/01/2021		3,602.04	-3,602.04	0.00
2021	3	TAX	01/01/2021		3,602.04	-3,602.04	0.00
2021	2	TAX	10/01/2020		3,725.10	-3,725.10	0.00
2021	1	TAX	07/01/2020		3,725.10	-3,725.10	0.00
2021	1	CHARGES	07/01/2020		13.00	-13.00	0.00
2020	4	TAX	04/01/2020		3,653.73	-3,653.73	0.00
2020	3	TAX	01/01/2020		3,653.73	-3,653.73	0.00
2020	2	TAX	10/01/2019		3,736.09	-3,736.09	0.00
2020	1	TAX	07/01/2019		3,736.09	-3,736.09	0.00
2020	1	CHARGES	07/01/2019		13.00	-13.00	0.00

Account History Details

[Click here for the Account History Details](#)

Notes

This account history is for informational purposes only. The amounts below do not include interest due through today. Visit our [NYCePay](#) or [CityPay](#) payment sites for today's balance. Payments made today will be visible the next business day.

Profile

Building Class C3 - FOUR FAMILIES
 Tax Class 2A
 Unused SCRIE Credit
 Unused DRIE Credit
 Refund Available
 Overpayment amount

Account History Details

Year Period	Charge Type	Account ID	Original Due Date	Interest Begin/Process Date	Trans. Type	Action Type	Reason	Payment #	Credited/Process Date	Amount Due
Total Due										0.00
2025	4	TAX	04/01/2025	04/01/2025						
					<u>TAX</u>	ORG			06/01/2024	4,814.56
					<u>TAX</u>	ADJ	MID YEAR RATE CHANGE		01/01/2025	-1.54
					<u>CHG</u>	PAY		159231308	04/01/2025	-4,813.02
							Balance			0.00
2025	3	TAX	01/01/2025	01/01/2025						
					<u>TAX</u>	ORG			06/01/2024	4,814.56
					<u>TAX</u>	ADJ	MID YEAR RATE CHANGE		01/01/2025	-1.54
					<u>CHG</u>	PAY		158227621	01/01/2025	-4,813.02
							Balance			0.00
2025	2	TAX	10/01/2024	10/01/2024						
					<u>TAX</u>	ORG			06/01/2024	4,814.56
					<u>CHG</u>	PAY		157017145	10/01/2024	4,814.56
					<u>CHG</u>	PAY		157017145	10/01/2024	-4,814.56
					<u>CHG</u>	PAY		157017145	10/01/2024	-4,814.56
							Balance			0.00
2025	1	TAX	07/01/2024	07/01/2024						
					<u>TAX</u>	ORG			06/01/2024	4,814.56
					<u>CHG</u>	PAY		155691901	07/01/2024	-4,814.56
					<u>CHG</u>	PAY		155691901	07/01/2024	4,814.56
					<u>CHG</u>	PAY		155691901	07/01/2024	-4,814.56
							Balance			0.00
2025	1	REG FEE	349610 07/01/2024	07/01/2024						
					<u>SAF</u>	ADJ	SA NEW/ADJ		05/11/2024	13.00
					<u>SAF</u>	PAY		156337288	10/01/2024	13.00
					<u>SAF</u>	PAY		156337288	10/01/2024	-13.00
					<u>SAF</u>	PAY		156337288	10/01/2024	-13.00
							Balance			0.00
							Balance for year	2025		0.00
2024	4	TAX	04/01/2024	04/01/2024						
					<u>TAX</u>	ORG			06/03/2023	4,375.77
					<u>TAX</u>	ADJ	MID YEAR RATE CHANGE		01/01/2024	167.64
					<u>CHG</u>	PAY		153751187	04/01/2024	-4,543.41
							Balance			0.00
2024	3	TAX	01/01/2024	01/01/2024						

Year	Seq	Type	Amount	Start Date	End Date	Code	Desc	Rate	Balance	Effective Date	Amount
										06/03/2023	4,375.77
										01/01/2024	167.64
										01/01/2024	-4,543.41
							Balance				0.00
2024	2	TAX		10/01/2023	10/01/2023						
										06/03/2023	4,375.77
										10/01/2023	-4,375.77
							Balance				0.00
2024	1	TAX		07/01/2023	07/01/2023						
										06/03/2023	4,375.77
										07/01/2023	-4,375.77
							Balance				0.00
2024	1	REG FEE	349610	07/01/2023	07/01/2023						
										05/12/2023	13.00
										07/24/2023	-13.00
							Balance				0.00
							Balance for year	2024			0.00
2023	4	TAX		04/01/2023	04/01/2023						
										06/04/2022	4,041.96
										01/01/2023	21.14
										04/01/2023	-4,063.10
							Balance				0.00
2023	3	TAX		01/01/2023	01/01/2023						
										06/04/2022	4,041.96
										01/01/2023	21.14
										01/01/2023	-4,063.10
							Balance				0.00
2023	2	TAX		10/01/2022	10/01/2022						
										06/04/2022	4,041.96
										10/01/2022	-4,041.96
							Balance				0.00
2023	1	TAX		07/01/2022	07/01/2022						
										06/04/2022	4,041.96
										07/01/2022	-4,041.96
							Balance				0.00
2023	1	REG FEE	349610	07/01/2022	07/01/2022						
										06/04/2022	13.00
										07/01/2022	-13.00
							Balance				0.00
							Balance for year	2023			0.00
2022	4	TAX		04/01/2022	04/01/2022						
										06/05/2021	3,752.36
										01/01/2022	-19.58
										04/01/2022	-3,732.78
							Balance				0.00
2022	3	TAX		01/01/2022	01/01/2022						
										06/05/2021	3,752.36
										01/01/2022	-19.58
										01/01/2022	-3,732.78
							Balance				0.00

2022	2	TAX		10/01/2021	10/01/2021					
						<u>TAX</u>	ORG		06/05/2021	3,752.36
						<u>CHG</u>	PAY	142593266	10/01/2021	3,752.36
						<u>CHG</u>	PAY	142593266	10/01/2021	-3,752.36
						<u>CHG</u>	PAY	142593266	10/01/2021	-3,752.36
										Balance
										0.00
2022	1	TAX		07/01/2021	07/01/2021					
						<u>TAX</u>	ORG		06/05/2021	3,752.36
						<u>CHG</u>	PAY	140943151	07/01/2021	-3,752.36
						<u>CHG</u>	PAY	140943151	07/01/2021	-3,752.36
						<u>CHG</u>	PAY	140943151	07/01/2021	3,752.36
										Balance
										0.00
2022	1	REG FEE	349610	07/01/2021	07/01/2021					
						<u>SAF</u>	ORG		06/05/2021	13.00
						<u>SAF</u>	PAY	144985610	07/01/2022	-13.00
										Balance
										0.00
										Balance for year
										2022
										0.00
2021	4	TAX		04/01/2021	04/01/2021					
						<u>TAX</u>	ORG		06/06/2020	3,725.10
						<u>TAX</u>	ADJ	MID YEAR RATE CHANGE	01/01/2021	-123.06
						<u>CHG</u>	PAY	139711858	04/01/2021	-3,602.04
										Balance
										0.00
2021	3	TAX		01/01/2021	01/01/2021					
						<u>TAX</u>	ORG		06/06/2020	3,725.10
						<u>TAX</u>	ADJ	MID YEAR RATE CHANGE	01/01/2021	-123.06
						<u>CHG</u>	PAY	138799352	01/01/2021	-3,602.04
										Balance
										0.00
2021	2	TAX		10/01/2020	10/01/2020					
						<u>TAX</u>	ORG		06/06/2020	3,725.10
						<u>CHG</u>	PAY	137822905	10/01/2020	-3,725.10
						<u>CHG</u>	PAY	137822905	10/01/2020	-3,725.10
						<u>CHG</u>	PAY	137822905	10/01/2020	3,725.10
										Balance
										0.00
2021	1	TAX		07/01/2020	07/01/2020					
						<u>TAX</u>	ORG		06/06/2020	3,725.10
						<u>CHG</u>	PAY	136790279	07/01/2020	-3,712.10
						<u>CHG</u>	PAY	136336353	07/01/2020	-13.00
						<u>CHG</u>	PAY	136790279	07/01/2020	3,712.10
						<u>CHG</u>	PAY	136336353	07/01/2020	13.00
						<u>CHG</u>	PAY	136336353	07/01/2020	-13.00
						<u>CHG</u>	PAY	136790279	07/01/2020	-3,712.10
										Balance
										0.00
2021	1	REG FEE	349610	07/01/2020	07/01/2020					
						<u>SAF</u>	ORG		06/06/2020	13.00
						<u>SAF</u>	PAY	137598389	10/01/2020	13.00
						<u>SAF</u>	PAY	137598389	10/01/2020	-13.00
						<u>SAF</u>	PAY	137598389	10/01/2020	-13.00
										Balance
										0.00
										Balance for year
										2021
										0.00
2020	4	TAX		04/01/2020	04/01/2020					
						<u>TAX</u>	ORG		06/01/2019	3,736.09

TAX	ADJ	MID YEAR TAX CHG							
								01/01/2020	-82.36
<u>CHG</u>	PAY					135220907		04/01/2020	-3,653.73
Balance									0.00
2020	3	TAX		01/01/2020	01/01/2020				
<u>TAX</u>	ORG							06/01/2019	3,736.09
<u>TAX</u>	ADJ	MID YEAR TAX CHG						01/01/2020	-82.36
<u>CHG</u>	PAY					134609039		01/01/2020	-3,653.73
Balance									0.00
2020	2	TAX		10/01/2019	10/01/2019				
<u>TAX</u>	ORG							06/01/2019	3,736.09
<u>CHG</u>	PAY					133266765		10/01/2019	-3,723.09
<u>CHG</u>	PAY					132840325		07/26/2019	-13.00
<u>CHG</u>	PAY					132840325		07/26/2019	-13.00
<u>CHG</u>	PAY					133266765		10/01/2019	-3,723.09
<u>CHG</u>	PAY					132840325		07/26/2019	13.00
<u>CHG</u>	PAY					133266765		10/01/2019	3,723.09
Balance									0.00
2020	1	TAX		07/01/2019	07/01/2019				
<u>TAX</u>	ORG							06/01/2019	3,736.09
<u>CHG</u>	PAY					131835903		07/01/2019	3,736.09
<u>CHG</u>	PAY					131835903		07/01/2019	-3,736.09
<u>CHG</u>	PAY					131835903		07/01/2019	-3,736.09
Balance									0.00
2020	1	REG FEE	349610	07/01/2019	07/01/2019				
<u>SAF</u>	ORG							06/01/2019	13.00
<u>SAF</u>	PAY					131979831		07/01/2019	-13.00
<u>SAF</u>	PAY					131979831		07/01/2019	13.00
<u>SAF</u>	PAY					131979831		07/01/2019	-13.00
Balance									0.00
Balance for year									2020
									0.00

Account History Summary

[Click here to return to the Account History Summary.](#)

Notes

Mailed to you each January, the Notice of Property Value (NOPV) will tell you our determination of your property's market and assessed values. It will also list the tax exemptions you currently receive and will provide you with a formula to estimate your property tax amount for the coming year.

The NOPV is not a bill and does not require payment.

For help reading and understanding your NOPV, refer to the property tax guides available at <http://nyc.gov/assessments>.

For information about challenging the amount of your assessed value, visit the New York City Tax Commission <https://www.nyc.gov/site/taxcommission/>.

Notices of Property Value

2025 - 2026	January 15, 2025
2024 - 2025	January 15, 2024
2023 - 2024	January 15, 2023
2022 - 2023	January 15, 2022
2021 - 2022	January 15, 2021
2020 - 2021	January 15, 2020
2019 - 2020	January 15, 2019
2018 - 2019	January 15, 2018
2017 - 2018	January 15, 2017
2016 - 2017	January 15, 2016

2015 - 2016	<u>January 15, 2015</u>
2014 - 2015	<u>January 15, 2014</u>
2013 - 2014	<u>January 15, 2013</u>
2012 - 2013	<u>January 15, 2012</u>
2011 - 2012	<u>January 15, 2011</u>
2010 - 2011	<u>January 15, 2010</u>

Property Tax Bills

2024-2025	<u>Q4: February 15, 2025</u>
2024-2025	<u>Q3: November 16, 2024</u>
2024-2025	<u>Q2: August 24, 2024</u>
2024-2025	<u>Q1: June 01, 2024</u>
2023-2024	<u>Q4: February 17, 2024</u>
2023-2024	<u>Q3: November 18, 2023</u>
2023-2024	<u>Q2: August 19, 2023</u>
2023-2024	<u>Q1: June 03, 2023</u>
2022-2023	<u>Q4: February 18, 2023</u>
2022-2023	<u>Q3: November 19, 2022</u>
2022-2023	<u>Q2: August 20, 2022</u>
2022-2023	<u>Q1: June 04, 2022</u>
2021-2022	<u>Q4: February 19, 2022</u>
2021-2022	<u>Q3: November 20, 2021</u>
2021-2022	<u>Q2: August 28, 2021</u>
2021-2022	<u>Q1: June 05, 2021</u>
2020-2021	<u>Q4: February 27, 2021</u>
2020-2021	<u>Q3: November 21, 2020</u>
2020-2021	<u>Q2: August 29, 2020</u>
2020-2021	<u>Q1: June 06, 2020</u>
2019-2020	<u>Q4: February 22, 2020</u>
2019-2020	<u>Q3: November 19, 2019</u>
2019-2020	<u>Q2: August 29, 2019</u>
2019-2020	<u>Q1: June 05, 2019</u>
2018-2019	<u>Q4: February 01, 2019</u>
2018-2019	<u>Q3: November 16, 2018</u>
2018-2019	<u>Q2: August 24, 2018</u>
2018-2019	<u>Q1: June 01, 2018</u>
2017-2018	<u>Q4: February 23, 2018</u>
2017-2018	<u>Q3: November 17, 2017</u>
2017-2018	<u>Q2: August 25, 2017</u>
2017-2018	<u>Q1: June 02, 2017</u>
2016-2017	<u>Q4: February 24, 2017</u>
2016-2017	<u>Q3: November 18, 2016</u>
2016-2017	<u>Q2: August 26, 2016</u>
2016-2017	<u>Q1: June 03, 2016</u>
2015-2016	<u>Q4: February 19, 2016</u>
2015-2016	<u>Q3: November 20, 2015</u>
2015-2016	<u>Q2: August 21, 2015</u>
2015-2016	<u>Q1: June 05, 2015</u>
2014-2015	<u>Q4: February 20, 2015</u>
2014-2015	<u>Q3: November 21, 2014</u>
2014-2015	<u>Q2: August 22, 2014</u>
2014-2015	<u>Q1: June 06, 2014</u>

2013-2014	Q4: February 21, 2014
2013-2014	Q3: November 22, 2013
2013-2014	Q2: August 23, 2013
2013-2014	Q1: June 07, 2013
2012-2013	Q4: February 22, 2013
2012-2013	Q3: November 30, 2012
2012-2013	Q2: August 17, 2012
2012-2013	Q1: June 08, 2012
2011-2012	Q4: February 24, 2012
2011-2012	Q3: November 18, 2011
2011-2012	Q2: August 26, 2011
2011-2012	Q1: June 10, 2011
2010-2011	Q4: February 18, 2011
2010-2011	Q3: November 19, 2010
2010-2011	Q2: August 27, 2010
2010-2011	Q1: June 11, 2010
2009-2010	Q4: February 26, 2010
2009-2010	Q3: November 20, 2009
2009-2010	Q2: August 28, 2009
2009-2010	Q1: June 06, 2009

Notes

Exemptions lower the amount of tax you owe by reducing your property's assessed value. Abatements reduce your taxes by applying credits to the amount of taxes you owe.

Notes

Exemptions lower the amount of tax you owe by reducing your property's assessed value. Abatements reduce your taxes by applying credits to the amount of taxes you owe.

Notes

Exemptions lower the amount of tax you owe by reducing your property's assessed value. Abatements reduce your taxes by applying credits to the amount of taxes you owe.

2024 - 2025 Final Assessment

Final Assessment Roll for Taxable Status Date	2024-2025 City of New York January 5, 2024 EXPLANATION OF ASSESSMENT ROLL
Owner Name	JAMES, LETITIA
Property Address	[REDACTED]
Billing Name and Address	WELLS FARGO BANK 936 3001 HACKBERRY RD IRVING TX 75063-0001
Tax Class	2A
Building Class	C3 - FOUR FAMILIES

Property Owner(s)

JAMES, LETITIA

Land Information

Lot Size	
Frontage (feet)	19.42
Depth (feet)	100.00
Land Area (sqft)	1,942
Regular / Irregular	Regular
Corner	
Number of Buildings	1

Building Size	
Frontage (feet)	19.42
Depth (feet)	45.00
Stories	3
Extension	N

Assessment Information

Description	Land	Total
ESTIMATED MARKET VALUE	271,000	1,219,200
MARKET AV	121,950	548,640
MARKET EX		0
8-30% limitation - AV	34,240	154,041
EXEMPT VALUE		0

Taxable/Billable Assessed Value

Subject To Adjustments, Your 2024/25 Taxes Will Be Based On	Assessed Value
	154,041

Market Value History

Tax Year	Market Value
2024 - 2025	1,219,200
2023 - 2024	1,016,000
2022 - 2023	1,014,000
2021 - 2022	975,000
2020 - 2021	1,055,000

Note

For more information about how your property taxes are calculated, visit <http://nyc.gov/assessments>.

Exhibit C



Generated on [REDACTED] 2025

Overview

ALSO KNOWN AS	STATUS	REG #	RANGE	BIN
No other PHN's retrieved for this building.	Active	349610	296-296	3055539

BLOCK	LOT	CENSUS TRACT	STORIES	A UNITS	B UNITS	CD
1947	21	197	3	4	0	2

CLASS	OWNERSHIP	BUILDING ID
G	PVT	322099

Building Statistics

COMPLAINTS	VIOLATIONS	BUILDING CHARGES/FEES	LITIGATION
2	0 (A:0, B:0, C:0, I:0)	12	0
HISTORICALLY RENT REGULATED	ACTIVE LEAD EXEMPTIONS	BED BUGS REPORT FILED	HISTORICAL IMAGE CARDS
No	No	Yes	Yes
FIREPROOF	ACTIVE VACATE ORDER	TENANT HARASSMENT FINDINGS	CERTIFICATION OF NO HARASSMENT PILOT PROGRAM
No	No	No	No
ALTERNATE ENFORCEMENT PROGRAM (AEP)	UNDERLYING CONDITIONS PROGRAM (UC)	HEAT SENSOR PROGRAM	
No	No	No	





Generated on [REDACTED] 2025

Property Owner Registration Information

Last Registration Date - 10/18/2024

Registration Expiration Date - 09/01/2025

S.No.	OWNER	ORGANIZATION	NAME	ADDRESS
1	Premisys Individual Owner		LETITIA JAMES	[REDACTED], Brooklyn, 11238



Exhibit D

PF 55-A (6-67) Standard N.Y.B.T.U. Form 8005 - Executor's Deed - Individual or Corporation (Single Sheet)

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

8
34-65
Contract returned
Purch May 1942

THIS INDENTURE, made the 20 day of May, nineteen hundred and eighty-three

BETWEEN THOMAS M. ROSE, as Administrator of the Estate of MARIE E. ROSE, late of Queens County,

[Redacted] Richmond Hill, N.Y.

~~XXXXXXXXXX~~

11420
~~XXXXXXXXXX~~
deceased,

party of the first part, and ROBERT JAMES and LETITIA JAMES, his daughter

REEL 1536 PAGE 1344

[Redacted] Richmond Hill, N.Y. 11420

party of the second part,

WITNESSETH, that the party of the first part, by virtue of the power and authority given in and by said last will and testament, and in consideration of Thirty-One Thousand Four Hundred and 00/100 (\$31,400.00) dollars,

paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough and County of Queens, City and State of New York, bounded and described as follows:

BEGINNING at a point on the westerly side of Inwood Street, distant eighteen (18) feet southerly from the corner formed by the intersection of the westerly side of Inwood Street with the southerly side of 114th Avenue;

RUNNING THENCE westerly parallel with 114th Avenue and part of the distance through a party wall one hundred (100) feet;

THENCE southerly parallel with Inwood Street sixteen (16) feet;

THENCE easterly again parallel with 114th Avenue and part of the distance through another party wall one hundred (100) feet to the westerly side of Inwood Street; and

THENCE northerly along the westerly side of Inwood Street sixteen (16) feet to the point or place of BEGINNING.

TOGETHER with the benefits and subject to the burdens of a Certain Right of Way in liber 3034 page 120. TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances, and also all the estate which the said decedent had at the time of decedent's death in said premises, and also the estate therein, which the party of the first part has or has power to convey or dispose of, whether individually, or by virtue of said will or otherwise; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Thomas Robinson

Thomas M. Rose
THOMAS M. ROSE

STATE OF NEW YORK, COUNTY OF ^{Queens} QUEENS ss.:
On the 30 day of May 19 83 before me personally came THOMAS M. ROSE

to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

[Signature]

Notary Public

BRUCE A. PAYNE
Notary Public, State of New York
No. 30-3041275
Qualified in Nassau County
Commission Expires March 30, 1988

STATE OF NEW YORK, COUNTY OF ss.:

On the day of 19 , before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF ss.:
On the day of 19 before me personally came

REEL 1536 PAGE 1345

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

STATE OF NEW YORK, COUNTY OF ss.:

On the day of 19 , before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who being by me duly sworn, did depose and say that he resides at No.

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Executor's Heed

Title No. 10-1012-R *Autism covered*
[Signature] Rose
TO
[Signature] James

SECTION 52
BLOCK 11975
LOT 7
COUNTY OR TOWN Queens

Recorded At Request of
INTER-COUNTY Title Guaranty and Mortgage Company
RETURN BY MAIL TO



J. BLAET ER
Jamaica, NY Zip No.

12 20353
3465

LOC. VER. *[Signature]*

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

83 MAY 27 PM 2 45

OFFICE OF CITY REGISTER
Queens County
RECORDED
Witness my hand
and official seal

[Signature]
CITY REGISTER

REC. FEE
SPT #
EPT #

34.65
34.65
8131

REC-34.65
REAL ESTATE
MAY 27 1983
TRANSFER TAX
QUEENS COUNTY

412

Exhibit C

From: SERG Borrower <cpm_inquiry_management@fanniemae.com>
To: "hamp.solutions@mrcooper.com" <hamp.solutions@mrcooper.com>
Cc: [REDACTED]

Subject: Second Attempt: RE: URGENT- Servicing Records Request - [REDACTED] [thread::MFTU9We6faGN4p6WPpV7bhI::]
Date: Wed, 23 Apr 2025 10:07:34 -0400

This Email Originated From Outside of the Organization

Do not click links or open attachments unless you recognize the sender and know the content is safe.

[Report Suspicious](#)

Good morning,

Can you please provide a status of this request?

Thank you,

Jeremy
Consumer and Servicer Resource Center (CSRC)
Case #: 02864485
Phone: 1-800-2FANNIE, [REDACTED]

----- Original Message -----

From: HAMP Solutions [hamp.solutions@mrcooper.com]
Sent: 4/17/2025, 5:44 PM
To: cpm_inquiry_management@fanniemae.com
Cc: [REDACTED]
Subject: RE: URGENT- Servicing Records Request - [REDACTED] [thread::MFTU9We6faGN4p6WPpV7bhI::]

Hello Good afternoon,

Thank you for contacting Mr. Cooper Customer Relations. Your request has been assigned to a team member for research and response.

For any escalations, please contact:

- 1. Marschell hall (Manager): [REDACTED].3011 - [REDACTED] 1135
- 2. Roddrey Gegory (Vice President): [REDACTED] 4963 - [REDACTED]
- 3. Casey Chennankara (Vice President): [REDACTED] 6601 - [REDACTED]
- 4. Brittne Goodman (Manager): [REDACTED] 5352 - [REDACTED]
- 5. Eric Lacy (Manager): [REDACTED] 6704 - [REDACTED]

Expected date of resolution is 04-23-2025.

Thank you,
Mr. Cooper Customer Relations Team
HAMP.Solutions@mrcooper.com

----- Original Message -----

From: Tami <cpm_inquiry_management@fanniemae.com>;
Received: Thu Apr 17 2025 11:50:05 GMT-0500 (Central Daylight Time)
To: HAMP Solutions <hamp.solutions@mrcooper.com>; CR Hamp Solutions <hamp.solutions@mrcooper.com>;
Subject: URGENT- Servicing Records Request - [REDACTED] [thread::MFTU9We6faGN4p6WPPv7bhI::]

Hello,

Fannie Mae is in receipt of a FHFA Criminal Referral involving the borrower for for ([REDACTED]) and seek your assistance. Please respond with the following information to quickly resolve this issue by 4/23/25.

Nature of Inquiry: Servicing records request

Information Needed to Resolve Case:

- Please provide all servicing and payment records associated with this loan since origination, including all comments and payment details
- Please provide any details about the home insurance coverage as well

Our goal is to connect you, the servicer, with the borrower to address their concerns.

Feel free to reach out to me if additional clarification is needed on this case.

Thank you,

Jeremy Denney
Consumer and Servicer Resource Center (CSRC)
Case #: 02864485
Phone: 1-800-2FANNIE, [REDACTED]



thread::MFTU9We6faGN4p6WppV7bhI::

This e-mail communication and any attachments may contain confidential, copyrighted, and legally privileged information for use solely by the designated recipients to which this e-mail is addressed. If you are not the intended recipient, you are hereby notified that you have received this communication in error, and that any review, disclosure, dissemination, distribution, or copying of this message or its contents is prohibited and may be subject to governing laws protecting its disclosure. If you have received this communication in error, please notify Mr. Cooper immediately by e-mail at postmaster@mrcooper.com and destroy all copies of this communication and any attachments.

Exhibit C





OFFICE OF INSPECTOR GENERAL


Federal Housing Finance Agency


400 7th Street SW, Washington, DC 20219

DATE: 4/18/2025

 **TO:** FNMA, Melinda Connor, Director, Regulatory Affairs

 **CASE NO.:** P-25-0108

 **CASE CATEGORY:** Origination

 **FROM:** SA Paul Conlon

SUBJECT: Demand for Document Production

To Whom It May Concern:

The Federal Housing Finance Agency Office of Inspector General (FHFA-OIG) is conducting an investigation pertaining to the subject referenced above. This letter constitutes a demand for materials relevant to this inquiry, under section 6(a)(1) of the Inspector General Act of 1978, 5 U.S.C. App. 3 § 6(a)(1), which authorizes FHFA-OIG to “access all records, reports, audits, reviews, documents, papers, recommendations, or other material available to” FHFA. Since FHFA’s duties as Fannie Mae’s/Freddie Mac’s regulator and conservator require complete access to all materials which may bear upon Fannie Mae’s/Freddie Mac’s safety and soundness, FHFA-OIG’s right to access these materials is equally comprehensive.

FHFA-OIG requires access at this time to any and all materials in Fannie Mae’s/Freddie Mac’s possession, custody, or control that relate to the following.

 **Synopsis**

Loan file and status of loan for [REDACTED] Peronne Ave, Norfolk, VA 23509

 **Production**

Subject/Property 1: [REDACTED] Peronne Ave, Norfolk, VA 23509

Subject/Property 2:

If more than two subjects/properties, an Excel spreadsheet is attached.

OIG Doc Demand (April 2025)

Save

Print

Reset Form

1. Provide any/all documents pertaining to:
 - a. subject name, SSN, DOB
 - b. company name, address
 - c. address

2. Provide a working Excel spreadsheet that identifies the loan level details to include, but not limited to:
 - a. Fannie Mae/Freddie Mac loan number
 - b. Address
 - c. Borrower information, i.e., name, SSN, DOB
 - d. Current UPB
 - e. Acquisition UPB
 - f. Origination date
 - g. Disposition date, if applicable
 - h. Loan status, i.e., liquidated – default, Active Current, repurchase, etc.
 - i. Current servicer
 - j. Selling institution
 - k. Any industry professional(s), i.e., broker, appraiser, title agent/company, if the information is captured in Fannie Mae/Freddie Mac system

3. Loss figures, if applicable.

4. Please identify any and all loan files that Fannie Mae/Freddie Mac has in its possession that may be requested at a later date after review of the spreadsheet. NOTE: the files do not need to be immediately produced at this time if it will delay the production of the spreadsheet.

The materials sought include any and all official records, copies of official records, memoranda, correspondence, correspondence logs, communications, electronic mail messages, telephone messages, telephone message logs, calendars, drafts, and any other data, documentation, and information, whether in paper form or stored on audiotape, videotape, floppy discs, or on computer, electronic, magnetic, or other media. If the material is stored electronically, please provide the material in the same electronic form in which it is stored. This demand applies to all such materials in Fannie Mae's/Freddie Mac's possession, custody or control, regardless of where they are currently stored. This demand includes all responsive documents and records maintained for Fannie Mae's/Freddie Mac's benefit by any agent.

FHFA-OIG will accept certified U.S. mail, UPS, FedEx or electronic delivery of all materials indicated above on or before TBD. If sent via mail, please mail to:

Agent Name: Paul Conlon

Phone: [REDACTED]-4752

Address:

Email: [REDACTED]



Digital Signature of FHFA-OIG Agent/Analyst:

**PAUL
CONLON**

Digitally signed by
PAUL CONLON
Date: 2025.04.18
14:55:00 -04'00'

Exhibit E

Merchant, Grant

From: Hoelscher, Michelle
Sent: Friday, April 18, 2025 11:27 AM
To: Merchant, Grant
Subject: FW: [EXTERNAL] Social Media Post

dummymailid: 00000000163B96CB531EDA4192EFC255CD3623D007000543E0A006674349A9B1970FC
31F83C20002444E902500009A198E84615FA148B434CC8A68125A75000699E4BC86000
0

Please add this to case which shows the relationship

Michelle Hoelscher
Sr. Manager | Financial Crimes Investigations
Fannie Mae
[REDACTED] 6276 (direct)

This e-mail and its attachments are confidential and solely for the intended addressee(s). Do not share or use them without Fannie Mae's approval. If received in error, delete the message and contact the sender.

Help Prevent Fraud: If you are aware of or suspect inappropriate activity in connection with a Fannie Mae property, please immediately report it to our Mortgage Fraud Program by clicking [here](#) or call our Fraud Tips Hotline, 1-800-2FANNIE (1-800-232-6643).

Fannie Mae Confidential

From: Michelle Hoelscher [REDACTED]
Sent: Friday, April 18, 2025 11:26 AM
To: Hoelscher, Michelle [REDACTED]
Subject: [EXTERNAL] Social Media Post

CAUTION: External Email. Only click or open attachments if you trust the sender. Report suspicious emails using the Report Phish button. If the button doesn't work, forward them to [REDACTED].

6:40



< aunt in Nakia's posts, phot...

Filters Posts You've Seen Most Recent

Nakia Thompson is with **Robin N Jay Robinson** and **2 others.**
Oct 18, 2017 · 🌐

Goodmornin FB!! I would like to give a special birthday shout out to a Special Strong Successful hardworking (cause she work her fingers to the bone literally) Beautiful Black Woman my AUNT TISH !! I could go on and on butt i just wanna say...💖💚💜 Happy Birthday 🌟🍷🥳🥰🥹💙💖💜... See more



Sent from my iPhone

Exhibit F

Lender Self Report

Report Type	Self-Report of Lender QC Findings
Reported By	Kamaraj Velayutham [REDACTED]
Seller/Servicer	Nationstar Mortgage LLC - [REDACTED]
Reason Reported to Fannie Mae	MisrepresentationOrFraudulentActivity
Fannie Mae Loan Number	[REDACTED]
Seller/Servicer Loan Number	[REDACTED]
Borrower Last Name	James
Note Date	08/17/2020
Description	<p>On April 25, 2025, Nationstar Mortgage LLC, dba Mr.Cooper ("MRC"), a mortgage loan servicer, received a request to investigate potential misrepresentation of occupancy in relation to MRC customer, Letitia James ("James"). The subject loan was a purchase money transaction originated on 08/17/2020 ("Subject Loan"). The Subject Loan was originated as a secondary residence for \$109,600, securing the property address located at [REDACTED] Peronne Ave, Norfolk, VA 23509 ("Subject Property").</p> <p>MRC was not the mortgage loan originator. The Subject Loan was originated by OVM Financial Inc, who sold the loan to Fannie Mae (FNMA). Servicing was transferred to MRC on or around 12/07/2023.</p> <p>As noted, the Subject Loan was originated as a secondary residence. According to the FNMA Seller Guide in effect at the time of origination, secondary residences are allowed under the following circumstances:</p> <ul style="list-style-type: none"> • Must be occupied by the borrower for some portion of the year • Must be one-unit dwellings • Must be suitable for year-round occupancy • The borrower must have exclusive control over the property • Must not be a rental property or timeshare • Cannot be subject to any agreements that give a management firm control over the occupancy of the property <p>To determine whether the subject loan contained evidence of misrepresentation of occupancy, the following loan attributes were considered:</p> <ul style="list-style-type: none"> • Property characteristics of a secondary residence • Current and past occupants • Evidence suggesting intent to circumvent seller guidelines for favorable loan terms, pricing, LTV or Mortgage Insurance • Source of mortgage payments • Homeowners insurance <p>Upon review of the characteristics of the subject property, it was confirmed, the Subject Property was a single-family dwelling, and contained characteristics of a secondary residence, specifically its location to Lafayette River (i.e. vacation home or resort area) which is four minutes from the Subject Property. However, a review of the past and present occupants revealed only one occupant since October of 2020, Nakia Moni Thompson ("Thompson"). Additionally, from October 2015 to May 2017, research shows Thompson resided at [REDACTED] Lafayette [REDACTED], Brooklyn, NY 11238. This is the same residence in the original loan application for the Subject Loan, where James purportedly lived for 16 years. Regarding rental history, there was no evidence to suggest the subject property was publicly listed for rent. At the time of origination, the Homeowner's Insurance Policy was with Universal Property, Policy number [REDACTED], established as an owner-occupied residence. However, a review of the Homeowner's Insurance Declaration page from Allstate Insurance, policy number [REDACTED], shows that it maintained a Landlord's Policy. According to Allstate Insurance, the Landlord's Policy was established on 01/30/2024 however, Allstate would not provide any further information since MRC was not the loan servicer in early 2023.</p>

MRC reviewed FNMA's Seller guide dating back to 2019, prior to loan execution date, and there was no evidence to suggest James received favorable pricing or Loan To Value (LTV) for a second home compared to an investment property since the subject loan LTV was 80%.

MRC reviewed the mortgage payment history to determine whether mortgage payments were submitted by Thompson or another third party. The payments appeared to be from the same checking account utilized by James at time loan origination for asset verification; Citibank account number [REDACTED]. Thus, James appeared to be the only person making payments to MRC.

As a result, MRC is reporting James for suspicion of misrepresentation of occupancy in connection with the subject loan. However, given the date of loan origination from 2020 and limited access to utilities associated with the subject property, this cannot be unconfirmed.

Individual believed to be involved,

Letitia James

[REDACTED] Lafayette Avenue, Brooklyn, NY 11238

[REDACTED] 8227

DOB [REDACTED]

Social Security number [REDACTED]

Drivers License number [REDACTED]

Employer NY State [REDACTED] Liberty Street, NY 10005

800-771-7755

Deficiency Issue	Category	Sub Category	Defect
	Fraud	Origination Fraud	Occupancy Fraud - Second Home

Documents Uploaded	Type	Name	Date Uploaded
--------------------	------	------	---------------

The lender must notify Fannie Mae within 30 days of confirmation that one or more defects identified through the QC file review process results in the loan being ineligible as delivered to Fannie Mae.

When making the self-report to Fannie Mae, the lender must provide Fannie Mae with a written report of its findings and copies of any relevant documentation that support the reason for the finding. For example, if tax return transcripts reveal that qualifying income was inaccurate such that the borrower was not qualified for the loan on the terms and pricing offered, the lender should provide copies of the original income documentation and the tax return transcripts with its notification to Fannie Mae.

Exhibit G

"Horne, Jennifer" [REDACTED] 6/13/2025 12:28 PM

GM - Malloy asked me if it is our normal process to place a defect on the loan once we finish our work. I said yes, that is normal process. that is correct, right?

"Sowards, Sean" [REDACTED] 6/13/2025 12:28 PM

Correct

"Sowards, Sean" [REDACTED] 6/13/2025 12:28 PM

We put a fraud defect on the loan

"Horne, Jennifer" [REDACTED] 6/13/2025 12:32 PM

do we coordinate at all w/ LQC if they need to do a full file review for rep and warrant purposes

"Sowards, Sean" [REDACTED] 6/13/2025 12:33 PM

LQC consumes our findings in LQC to review for credit risk and remediation

Horne, Jennifer [REDACTED] +like 6/13/2025 12:33 PM

"Sowards, Sean" [REDACTED] 6/13/2025 12:33 PM

In LQCS

Horne, Jennifer [REDACTED] +like 6/13/2025 12:34 PM

"Horne, Jennifer" [REDACTED] 6/13/2025 1:19 PM

for the clear and convincing carve out for fraud - do occupancy cases ever get deemed clear and convincing evidence?

"Sowards, Sean" [REDACTED] 6/13/2025 1:19 PM

checking

"Sowards, Sean" [REDACTED] 6/13/2025 1:47 PM

no. occupancy fraud does not ever get deemed clear and convincing evidence as a stand alone finding.

"Horne, Jennifer" [REDACTED] 6/13/2025 1:47 PM

is the landlord policy in the file

"Sowards, Sean" [REDACTED] 6/13/2025 1:48 PM

yes

"Sowards, Sean" [REDACTED] 6/13/2025 1:48 PM

can provide separately if you want

"Sowards, Sean" [REDACTED] 6/13/2025 1:48 PM

but it's for Jan 2024 and later

"Sowards, Sean" [REDACTED] 6/13/2025 1:48 PM

could not get prior policies

"Sowards, Sean" [REDACTED] 6/13/2025 1:48 PM

LE would need to get that

Horne, Jennifer [REDACTED] +like 6/13/2025 1:50 PM

"Horne, Jennifer" [REDACTED] 6/13/2025 1:50 PM

yes - pls send me separately and make sure it has the confidential restricted footer

Sowards, Sean [REDACTED] +like 6/13/2025 1:50 PM

"Sowards, Sean" [REDACTED] 6/13/2025 1:52 PM

just sent. with footer.

"Sowards, Sean" [REDACTED] 6/13/2025 2:17 PM

met with Privacy

"Sowards, Sean" [REDACTED] 6/13/2025 2:18 PM

we either need to redact or get an acceptable business reason not to redact.

"Sowards, Sean" [REDACTED] 6/13/2025 2:18 PM

getting counsel opinion was recommended.

"Sowards, Sean" [REDACTED] 6/13/2025 2:19 PM

they will research redaction tools, but it appears as though it would be a laborious, manual process. can outsource, but that would take a lot of time.

"Horne, Jennifer" [REDACTED] 6/13/2025 2:51 PM

from malloy - does the case file include the entire loan file from the servicer?

"Sowards, Sean" [REDACTED] 6/13/2025 2:53 PM

negative. that's in LQCS.

"Horne, Jennifer" [REDACTED] 6/13/2025 2:53 PM

oh - ok

"Horne, Jennifer" [REDACTED] 6/13/2025 2:54 PM

wow - so why is the file so big?

"Sowards, Sean" [REDACTED] 6/13/2025 2:54 PM

it's probably the UoL

"Sowards, Sean" [REDACTED] 6/13/2025 2:54 PM

if i pull that out it may shrink it down

"Horne, Jennifer" [REDACTED] 6/13/2025 3:00 PM

no - that is ok - looks like the smart linx reports are pretty voluminous

"Sowards, Sean" [REDACTED] 6/13/2025 3:00 PM

yes, those are as well.

"Sowards, Sean" [REDACTED] 6/13/2025 3:02 PM

I also want to clarify occupancy and clear and convincing evidence. We used to deem stand alone occupancy as clear and convincing in certain circumstances, but Marcus gave us updated guidance that it wasn't appropriate so we ceased doing that.

"Sowards, Sean" [REDACTED] 6/13/2025 3:02 PM

a couple years ago

"Horne, Jennifer" [REDACTED] 6/13/2025 3:03 PM

that makes sense - occupancy is really tricky

"Sowards, Sean" [REDACTED] 6/13/2025 3:06 PM

yes. and the LJ case is certainly not clear and convincing evidence

Horne, Jennifer [REDACTED] +like 6/13/2025 3:06 PM

"Horne, Jennifer" [REDACTED] 6/13/2025 8:33 PM

director asking how we know that the niece has lived there since oct 2020

"Horne, Jennifer" [REDACTED] 6/13/2025 8:33 PM

looks like that was in the lender self report - but did we independently verify?

"Sowards, Sean" [REDACTED] 6/13/2025 8:37 PM

Stand by. I think it's from our research of public records.

"Sowards, Sean" [REDACTED] 6/13/2025 8:39 PM

Yes. From Lexis and lender self report.

"Horne, Jennifer" [REDACTED] 6/13/2025 8:40 PM

ok - so the lexis report will show her occupancy over the whole time period?

"Horne, Jennifer" [REDACTED] 6/13/2025 8:41 PM

can you show me a screen shot or something that shows that?

"Sowards, Sean" [REDACTED] 6/13/2025 8:41 PM

Checking

"Sowards, Sean" [REDACTED] 6/13/2025 8:43 PM

Name Variations	SSN Summary	Reported DOBS
<ul style="list-style-type: none"> Thompson, Nakia Moni Thompson, Nikia M 	<ul style="list-style-type: none"> ██████████ Issued in New York, 1990 - 1992 	<ul style="list-style-type: none"> ██████████ ██████████

Physical Description

Hair Color	BLACK	Date last seen: 03/15/2025
Eye Color	BROWN	Date last seen: 03/15/2025
Height	5'8"	Date last seen: 03/31/2022
Weight (lb)	175	Date last seen: 03/15/2025
Scars/Marks	N/A	

Phones

No.	Phone	To-From	Line Type	Listing Name	Carrier
1.	██████████-2251	04/2022 - Current	Possible Wireless	G ANDREW	CELLCO PARTNERSHIP DBA VERIZON WIRELESS - CA
2.	██████████-8065 P (Premium Phone)	11/2020	Possible Wireless	S HAIRSTON	T-MOBILE USA, INC.
3.	██████████-4829	01/2022 - 03/2025	Possible Wireless	NAKIA M THOMPSON	T-MOBILE USA, INC.

Address Summary (1 current, 16 prior)

No.	Address	Status	To-From	Phone
1.	██████████ Peronne Ave Norfolk, VA 23509 Norfolk County (Residential)	Current	10/2020 - 03/2025 (Current Residence)	

"Sowards, Sean" ██████████ **6/13/2025 8:43 PM**

Address summary at bottom.

"Horne, Jennifer" ██████████ **6/13/2025 8:44 PM**

perfect

Sowards, Sean ██████████ +like 6/13/2025 8:44 PM

Exhibit H



United States Department of Justice

Edward R. Martin, Jr.

United States Pardon Attorney
Special Attorney for Mortgage Fraud
Associate Deputy Attorney General
Director of the Weaponization Working Group

Robert F. Kennedy Federal Building
950 Pennsylvania Avenue NW
Washington, DC 20530

August 12, 2025

Mr. Abbe David Lowell, Esq.
Lowell & Associates, PLLC 1
701 Rhode Island Avenue
Washington, DC 20036
VIA EMAIL: inquiries@lowellandassociates.com

Dear Sir,

I imagine you were mortified to read – online and publicly - your recent letter to U.S. Attorney General Pam Bondi (April 24, 2025). On page 4, you make admissions about your client Letitia James' conduct that are stunning to me.

I am Special Attorney investigating many matters including the criminal referral to which you refer in the Bondi letter.

I believe that your admission regarding Letitita James' conduct indicates that she is serious about addressing the problems presented in the referral. After all, her approval of your letter includes the admission although she likely did not expect it to be published.

At this time, Letitia James would best serve the "good of the state and nation" by resigning from office to address the issues in the referral. Her resignation from office would give the people of New York and America more peace than proceeding. I would take this as an act of good faith.

Because of your reputation for using the media to argue your points, I prefer that we communicate by letter. I find leaks like your Bondi letter professionally unacceptable and personally insulting. To that end, I specifically ask that you redouble your efforts to not leak this confidential letter. I prefer not to have to move in court to stop you or your client from leaking.

Thank you for considering this and alerting your client to this letter.

All the best.

A handwritten signature in blue ink that reads "Edward R. Martin, Jr." with a stylized flourish at the end.

Edward R. Martin, Jr.

████████████████████

██████████6623

Exhibit I



U.S. FEDERAL HOUSING FHFA

Constitution Center
400 7th Street, S.W.
Washington, D.C. 20219
Telephone: (202) 649-3800
Facsimile: (202) 649-1071
www.fhfa.gov

October 6, 2025

Lindsey Halligan
U.S. Attorney EDVA
Department of Justice
2100 Jamieson Ave
Alexandria, VA 22314

RE: Summary of Information Regarding Criminal Referral

Dear U.S. Attorney Halligan:

Pursuant to my authority as the Director of the U.S. Federal Housing Finance Agency (“U.S. Federal Housing”), I am providing additional information from Fannie Mae’s Financial Crimes Investigation Team regarding the prior Criminal Referral in the matter of Ms. Letitia James.

Please see below:

<u>Secondary Home</u>		<u>Investment Property</u>	
Monthly Interest Payment:	\$274.00	Monthly Interest Payment:	\$348.44
Interest Rate:	3%	Interest Rate:	3.815%
Interest Expense:	\$56,748.09	Interest Expense:	\$74,585.21
Seller Credits:	\$3,288.00	Seller Credits:	\$2,192.00

Total Fraudulent Savings =
\$18,933.12

Additionally, please see Exhibit A for full calculations and details.

Respectfully submitted,

William J. Pulte
Director, U.S. Federal Housing FHFA



U.S. FEDERAL HOUSING FHFA

Constitution Center

400 7th Street, S.W.

Washington, D.C. 20219

Telephone: (202) 649-3800

Facsimile: (202) 649-1071

www.fhfa.gov

Exhibit A

Mortgage Fraud Report: [REDACTED] Peronne Avenue Norfolk, VA

Letitia James

Property Address:	[REDACTED] Peronne Avenue Norfolk, VA 23509
Purchase Date:	August 17, 2020
Purchase Price:	\$137,000
Borrowed Amount:	\$109,600
Lender:	Old Virginia Mortgage / AnnieMac
Guarantor:	Fannie Mae
Claimed Occupancy Type:	Second Home (fraudulent misrepresentation)
Actual Occupancy Type:	Investment Property
Note Rate:	3.00%
Average Secondary Residence Rate:	3.059% ¹
Average Investment Property Interest Rate:	3.89% ²
Comparable Investment Property Rate:	3.815% ³
Interest Rate Gain:	Avoided a 0.815% higher interest rate = \$17,837
Seller Credit for Secondary Residences:	\$3,288
Seller Credit for Investment Properties:	\$2,192
Seller Credit Excess:	\$1,096

Estimated Ill-gotten Gains Over Life of Loan:

Rate:	\$17,837
Excess Seller Credit:	\$1,096
Total:	\$18,933

¹ 63 loans meet the same criteria as the referenced secondary residence mortgage. The average interest rate of these loans was 3.059%.

² 60 loans meet the same criteria as the referenced investment property mortgage. The average interest rate of these loans was 3.890%.

³ Comparable Interest Rate determined by a calculation comparing the note rate with the average interest rate for second home mortgages meeting the same criteria as the note rate and the average interest rate for investment mortgages meeting the same criteria as the note rate. (Calculation: $3.89/3.059 = 1.2717 * 3.00\% = 3.815\%$)

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA

Norfolk Division

UNITED STATES OF AMERICA

v.

LETITIA A. JAMES,

Defendant.

* * * * *

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*
* Case No. 2:25-cr-122-JKW-DEM
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*
*
*
*

**[PROPOSED] ORDER GRANTING DEFENDANT’S MOTION TO DISMISS
THE INDICTMENT FOR OUTRAGEOUS GOVERNMENT CONDUCT**

THIS MATTER having been brought before this Court by Defendant Letitia A. James for an Order dismissing the indictment for outrageous government conduct in violation of the Fifth Amendment, pursuant to Federal Rule of Criminal Procedure 12(b), and the Court having reviewed and considered the submissions of the parties and finding good cause for the entry of the within Order;

IT IS on this ____ day of _____, 2025;

ORDERED that the Defendant’s Motion be and hereby is GRANTED, and it is further;

ORDERED that the indictment be and hereby is dismissed with prejudice.

Date:
Norfolk, Virginia

Hon. Jamar K. Walker
United States District Court Judge