WWR # 041082878

STATE OF MICHIGAN
IN THE 3B JUDICIAL DISTRICT COURT

National Collegiate Student Loan Trust 2005-2,

Plaintiff,

Case No. 20

v.

Cassie

Defendants.

Weltman, Weinberg & Reis Co. L.P.A.
By: Daniel E. Best (P58501)
Jennifer T. Dillow, (P69855)
Attorneys for Plaintiff
3155 West Big Beaver Road, Suite 260
Troy, MI 48084
(248) 362-6100

COMPLAINT

There is no other pending or resolved civil action arising out of the transaction or occurrence alleged in the Complaint.

NOW COMES PLAINTIFF, National Collegiate Student Loan Trust 2005-2, by its attorneys, Weltman, Weinberg & Reis Co., L.P.A. who for its Complaint states as follows:

1. Plaintiff is a Delaware Statutory Trust;

2. Defendants, residents of Sturgis, Michigan;

3. The cause of action that forms the basis of this complaint occurred in St. Joseph County, Michigan;

4. The amount in controversy does not exceed $25,000.00;

5. Venue and jurisdiction are proper in the 3B Judicial District Court;

6. Defendants, Cassie A. Bibb and Sue A. Phillips, executed a Non-Negotiable Credit Agreement in February of 2005 bearing current account number XXXXX9035-001-PHEA, a copy of which is attached hereto as **Exhibit A,** promising to repay a loan made to Defendants by Charter One Bank, N.A. which was subsequently assigned to Plaintiff, National Collegiate Student Loan Trust 2005-2 (See attached **Exhibit B**);

7. Defendants [illegible] efaulted on the terms of the Non-Negotiable Credit Agreement by failing to make payments as agreed;

8. Pursuant to the terms of the Non-Negotiable Credit Agreement, there is now due and owing to Plaintiff the principal sum of $9,763.08, plus accrued interest in the amount of $456.92;

9. Although often requested to do so, Defendants [illegible] have failed, refused or neglected to remit said sums to Plaintiff.

WHEREFORE, Plaintiff respectfully requests that this Honorable Court enter a Judgment in favor of Plaintiff and against Defendants [illegible] in the amount of $10,220.00, plus interest and costs.

Respectfully submitted,

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: Jennifer T. Dillow, (P69855)
Attorney for Plaintiff
3155 West Big Beaver Road, Suite 260
Troy, MI 48084
(248) 362-6100

Date: 2/7/2013

EXHIBIT A

* Cosigned * Loan Request/Credit Agreement – Signature Page

NON-NEGOTIABLE CREDIT AGREEMENT – THIS IS A CONSUMER CREDIT TRANSACTION

LOAN PROGRAM INFORMATION

START Undergraduate Loan — Academic Period: 09/2004-09/2005

Lender: Charter One Bank, N.A. — School: GLEN OAKS COMMUNITY COLLEGE

Loan Amount Requested: $10000.00 — Repayment Option: Deferred Principal and Interest

Deferral Period Margin: 4.65 — Repayment Period Margin: 4.65 — Loan Origination Fee Percentage: 6.50

STUDENT BORROWER INFORMATION (Must be at least 18 years of age)

Borrower Name: Cassie A Bibb — Hom [redacted] Sturgis, MI 49091

Social Security [redacted] — Date of Birth: [redacted]/1974 — Telephone: 2696518794

Student Citizenship (check one box): ☒ U.S. Citizen ☐ Eligible Non-Citizen (Attach front & back copy of INS or student visa card)

Note: Personal reference name and address cannot match that of the Cosigner.

Personal Reference Name: Howard Sproat — Reference Home Tel #: (269) 651-3532 — Work Tel #:

Reference Street Address: 67338 Deys Landing

Reference City/State/Zip: Sturgis, MI 49091

COSIGNER INFORMATION (Must be at least 18 years of age)

Cosigner Name: Sue [redacted] — Home Address: 22933 Fawn River Rd Sturgis, MI 49091

Social Se[redacted]1529 — Date of Birth: [redacted]1955 — Home Telephone: 2696517943

Have you ever defaulted on a student loan or declared bankruptcy? ☒ No ☐ Yes

Current Employer: ATTWOOD PRODUCTS

Current Position: Manager — Years There: 23 Years — Employer Telephone: 2604832115

Years at Previous Employment:

Alimony, child support, or separate maintenance incomes do not have to be revealed if you do not want them considered for repaying this obligation. If you are relying on such additional income, please provide details on a seperate sheet of paper.

Cosigner Citizenship (check one box): ☒ U.S. Citizen ☐ Eligible Non-Citizen (Attach front & back copy of INS)

Note: Personal reference name and address cannot match that of the Student.

Personal Reference Name: Madna R Grove — Reference Home Tel #: (269) 651-3834 — Work Tel #:

Reference Street Address: 1109 N Clay

Reference City/State/Zip: Sturgis, MI 49091

FEB 21 2005

By my signature, I certify that I have read, understand and agree to the terms of and undertake the obligations set forth on all five (5) pages of this Loan Request/Credit Agreement AB.04-05.CSX1.10DC.0104 ("Credit Agreement"). I understand that any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties, which may include fines or imprisonment. This Credit Agreement is signed under seal. I understand that I am not required to fax my signature on or to sign electronically this Credit Agreement and any related notices that require signature. If I choose to fax my signature on or to sign electronically this Credit Agreement and any related notices that require signature, I intend: (i) my fax or electronic signature to be an electronic signature under applicable federal and state law, (ii) any fax printout or printout of Lender's electronic record of this Credit Agreement and related notices to be an original document, (iii) to conduct business with the Lender by electronic records and electronic signatures, and (iv) that this Credit Agreement will not be governed by Article 3 of the Uniform Commercial Code, and my obligations under this Credit Agreement will not be subject to, but any transfer of my obligations will be subject to, Article 9 of the Uniform Commercial Code.

FOR ALABAMA RESIDENTS: CAUTION – IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

FOR WISCONSIN RESIDENTS - NOTICE TO CUSTOMER: (a) DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU READ THE WRITING ON THE FOLLOWING PAGES, EVEN IF OTHERWISE ADVISED.
(b) DO NOT SIGN THIS CREDIT AGREEMENT IF IT CONTAINS ANY BLANK SPACES.
(c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
(d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE UNDER THIS CREDIT AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

PLEASE SIGN BELOW – RETURN This Page With Proof of Income and Other Information (If applicable) – FAX TO: 800-704-9406.

Signature of Borrower [signature] Date 2/18/05

BY SIGNING THIS CREDIT AGREEMENT BELOW, I CERTIFY THAT I INTEND TO (I) APPLY FOR JOINT CREDIT AND (II) BE JOINTLY LIABLE WITH THE BORROWER FOR THIS LOAN.

Signature of Cosigner [signature] Date 2/18/05

In this Credit Agreement, the words "I", "me", "my", and "mine" mean the person(s) who signed this Credit Agreement as Borrower and Cosigner. The words "you", "your", "yours", and "Lender" mean Charter One Bank, N.A., its successors and assigns, and any other holder of this Credit Agreement. "School" means the school named at the top of the first page of this Credit Agreement.

A. PROMISE TO PAY: I promise to pay to you the principal sum of the Loan Amount Requested shown on the first page of this Credit Agreement, to the extent it is advanced to me or paid on my behalf, and any Loan Origination Fee added to my loan (see Paragraph F) ("Principal Sum"), interest on such Principal Sum, interest on any unpaid interest added to the Principal Sum and late fees (see Paragraph E.7).

B. IMPORTANT – READ THIS CAREFULLY:

1. When you receive my signed Credit Agreement, you are not agreeing to lend me money. If you decide to make a loan to me, you will electronically transfer the loan funds to the School for me, mail a loan check to the School for me, or mail a loan check directly to me. You have the right to not make a loan or to lend an amount less than the Loan Amount Requested. I agree to accept an amount less than the Loan Amount Requested and to repay that portion of the Loan Amount Requested that you actually lend to me. You have the right to disburse my loan through an agent. At your option, you may also make any loan check co-payable to me and the Cosigner or to me and the School.

2. **HOW I AGREE TO THE TERMS OF THIS LOAN.** By signing this Credit Agreement, and submitting it to the Lender, I am requesting that you make this loan to me in an amount equal to the Loan Amount Requested plus any Loan Origination Fee described in Paragraph F of this Credit Agreement. If you approve this request and agree to make this loan, you will notify me in writing and provide me with a Disclosure Statement, as required by law, at the time the loan proceeds are disbursed. The Disclosure Statement is incorporated herein by reference and made a part hereof. The Disclosure Statement will tell me the amount of the loan which you have approved, the amount of the Loan Origination Fee, and other important information. I will let you know that I agree to the terms of the loan as set forth in this Credit Agreement and in the Disclosure Statement by doing either of the following: (a) endorsing or depositing the check that disburses the loan proceeds; or (b) allowing the loan proceeds to be used by or on behalf of the Student without objection. Upon receipt of the Disclosure Statement, I will review the Disclosure Statement and notify you in writing if I have any questions. If I am not satisfied with the terms of my loan as disclosed in the Disclosure Statement, I may cancel my loan. To cancel my loan, I will give you a written cancellation notice within ten (10) days after I receive the Disclosure Statement. If loan proceeds have been disbursed, I agree that I will immediately return the loan proceeds to you, will not endorse any check which disburses the loan proceeds and will instruct the School to return any loan proceeds to you. If I give notice of cancellation but do not comply with the requirements of this Paragraph B.2, this Credit Agreement will not be canceled and I will be in default of this Credit Agreement. (See Paragraph I.)

C. DEFINITIONS:

1. "Disbursement Date" means the date or dates on which you lend money to me in consideration for my Credit Agreement and will be the date(s) shown on any loan check you prepare or the date(s) you initiate any electronic funds transfer.
2. The "Deferment Period" will begin on the Disbursement Date and end on the Deferment End Date.
3. "Deferment End Date" means the date specified below for the applicable loan program (the applicable loan program is stated on the first page of this Credit Agreement).

(a) ***Undergraduate Alternative Loan Program:*** If I have elected the "Immediate Repayment" option (the applicable repayment option is stated on the first page of this Credit Agreement), there is no Deferment Period, and my first payment will be 30-60 days after the disbursement of my loan. If I have elected the "Interest Only" repayment option (the applicable repayment option is stated on the first page of this Credit Agreement), then interest payments will begin 30-60 days after the disbursement of my loan, the "Deferment End Date" will be the date the Student graduates or ceases to be enrolled at least half-time in the School (or another school participating in this loan program), and principal and interest payments will begin 30-60 days after that date, in any event, if I have elected the "Interest Only" repayment option, the Deferment End Date will be no more than 5 years after the Disbursement Date. If I have elected the "Full Deferral" repayment option (the applicable repayment option is stated on the first page of this Credit Agreement), then the "Deferment End Date" will be 180 days after the Student graduates or ceases to be enrolled at least half-time in the School (or another school participating in this Loan Program). In any event, if I have elected the "Full Deferral" repayment option, the Deferment End Date will be no more than 5½ years after the Disbursement Date.

(b) ***Graduate Professional Education Loan Program:*** 180 days after the Student graduates or ceases for any other reason to be enrolled at least half-time in the School (or another school participating in this Loan Program), but no more than 4½ years after the Disbursement Date; provided, however, that if the Student begins a medical residency or internship during the Deferment Period, then the Deferment Period will end 180 days after the day the residency or internship ends, but no more than 8½ years after the Disbursement Date.

(c) ***Health Professions Education Loan Program:*** 270 days after the Student graduates or ceases for any other reason to be enrolled at least half-time in the School (or another school participating in this Loan Program), but no more than 6¾ years after the Disbursement Date; provided, however, that if the Student begins a medical residency or internship during the Deferment Period, then the Deferment Period will end 270 days after the day the residency or internship ends, but no more than10¾ years after the Disbursement Date.

(d) ***Residency Loan Program:*** 270 days after the Disbursement Date.

4. The "Repayment Period" begins the day after the Deferment Period ends. If there is no Deferment Period for my loan, the Repayment Period will begin when my loan is fully disbursed. The Repayment Period is 20 years unless monthly payments equal to the minimum monthly payment amount (See Paragraph E.4) will repay all amounts owed in less than 20 years, in which case the Repayment Period will be the number of months necessary to pay in full the amount I owe at the minimum payment.

D. INTEREST:

1. Accrual – Beginning on the Disbursement Date, interest will be calculated at the Variable Rate (Paragraph D.2) and charged on the Principal Sum, and on any unpaid interest later added to the Principal Sum according to Paragraph D.3. During the Repayment Period, interest will be calculated at the Variable Rate and charged on the outstanding balance of this Credit Agreement until all amounts are paid in full. Interest will be calculated on a daily simple interest basis. The daily interest rate will be equal to the annual interest rate in effect on that day, divided by the number of days in that calendar year.
2. Variable Rate – The "Variable Rate" is equal to the Current Index plus or minus a Margin. The Margins for both the Deferment Period and the Repayment Period are shown on the first page of this Credit Agreement. In no event will the Variable Rate exceed the maximum interest rate allowed by the laws of the State of Ohio. The Variable Rate will change quarterly on the first day of each January, April, July and October (the "Change Date(s)") if the Current Index changes. The "Current Index" for any calendar quarter beginning on a Change Date (or for any shorter period beginning on the Disbursement Date and ending on the last day of a calendar quarter) is based on the one-month London Interbank Offered Rate ("LIBOR") as published in the "Money Rates" section of *The Wall Street Journal*. The index for each calendar quarter (or for any shorter period beginning on a Disbursement Date and ending on the last day of a calendar quarter) will equal the average of the LIBOR rates published on the first business day of each of the three (3) immediately preceding calendar months, rounded to the nearest one-hundredth percent (0.01%). If *The Wall Street Journal* is not published or the Current Index is not given on that date, then the Current Index will be determined by using the immediately preceding published Current Index. If the Current Index is no longer available, you will choose a comparable index.
3. Capitalization – If I have elected the "Full Deferral" repayment option (the applicable repayment option is stated on the first page of this Credit Agreement), I am not obligated to make any payments until the loan enters the Repayment Period. You will add unpaid accrued interest to the principal loan balance as of the last day of each calendar quarter (the last day of December, March, June and September) during the Deferment Period and at the end of my Deferment Period. Interest that is added to principal is called "Capitalized" interest. Capitalized interest will be treated as principal. In addition, if I am in default and the loan has been sold to TERI (see Section L.12), TERI may capitalize accrued and unpaid interest as of the date it purchases my loan. I understand that you will add all accrued and unpaid interest to the principal balance of my loan on the last day of the Deferment Period and at the end of any forbearance period.

E. TERMS OF REPAYMENT:

1. Deferment Period – If I have elected either the "Interest Only" repayment option or the "Full Deferral" repayment option (the applicable repayment option is stated on the first page of this Credit Agreement), you will send statements during the Deferment Period (showing the total outstanding principal balance of my loan and the interest that has accrued on my loan). You reserve the right to send statements or notices to either the Borrower or the Cosigner. Statements will be sent to me at the address shown on your records. If I have elected the "Interest Only" repayment option, I agree to make payments each month during the Deferment Period equal to the accrued interest on the outstanding balance of this Credit Agreement. If I have elected the "Full Deferral" repayment option I may, but am not required to make payments during the Deferment Period. You will add any interest that I do not pay during the Deferment Period to the principal balance, as described in Paragraph D.3.
2. Repayment Period – During the Repayment Period, you will send me monthly statements that show the amounts of minimum monthly payments and the payment due dates. You reserve the right to send monthly statements or coupon books to either the Borrower or the Cosigner. I will make consecutive monthly payments in amounts at least equal to such minimum monthly payments by the applicable payment due dates until I have paid all of the principal and interest and any other charges I may owe under this Credit Agreement. If my loan is in paid-ahead status, I may, but will not be required to make monthly payments.
3. Repayment Terms – My monthly payment will be established based on the rules in this Credit Agreement when my Repayment Period begins. My monthly payment amount will be calculated as of the day the Repayment Period begins ("Repayment Date"). It will be recalculated (a) once each year prior to the anniversary of the Repayment Date, (b) if the Variable Rate changes between anniversaries of the Repayment Date to the extent that the amount of my monthly payment would not pay in full the accrued monthly interest on my loan, (c) following any subsequent deferment or forbearance period or (d) following any request by the Borrower to the servicer to change the monthly payment due date (each of which events is a new "Repayment Date"). As of any Repayment Date, my monthly payment will be recalculated. My new

monthly payment amount will be disclosed to me by the servicer. The new monthly repayment amount will equal the amount necessary to pay in full, over the number of months remaining in the Repayment Period, the amount I owe in equal monthly installments of principal and interest at the Variable Rate in effect at the time of the calculation. I understand that this may result in a reduction or increase in my monthly payment as calculated as of each Repayment Date. I understand that during the Repayment Period (and, if I have elected the "Interest Only" repayment option, during the period of interest payments) the servicer may change the monthly payment due date of future payments to a later date for the convenience of the servicer in processing payments or in order to coordinate the due dates of all of my loans processed by the servicer.

4. Minimum Repayment – Notwithstanding Paragraph E.3, I agree to pay at least $25 each month during the Repayment Period or the unpaid balance whichever is less. I understand that I may pay more than my monthly payment at any time without penalty or charge. If my loan is in paid-ahead status, I may, but will not be required to make monthly payments.

5. Amounts Owing at the End of the Repayment Period – Since interest accrues daily upon the unpaid principal balance of my loan, if I make payments after my payment due dates, I may owe additional interest. If I have not paid my late fees, I will also owe additional amounts for those late fees. In such cases you will increase the amount of my last monthly payment to the amount necessary to repay my loan in full.

6. Payments – Payments will be applied first to late fees, other fees and charges, accrued interest, and the remainder to principal.

7. Other Charges - If any part of a monthly payment remains unpaid for a period of more than 15 days after the payment due date, I will pay a late fee not exceeding $5.00 or 5% of the overdue payment amount, whichever is less. To the extent permitted by law, I agree to pay you all amounts you incur in enforcing the terms of this Credit Agreement, including reasonable collection agency and attorney's fees and court costs and other collection costs.

F. LOAN ORIGINATION FEE: If you charge me, I will pay you a Loan Origination Fee at the time my loan is disbursed. The dollar amount of any Loan Origination Fee will be determined by multiplying the sum of the Loan Origination Fee and the Loan Amount Requested, to the extent advanced to me, times the Loan Origination Fee Percentage shown on the first page of this Credit Agreement. The percentage would be higher if computed only on the amount advanced rather than the entire principal amount (Loan Origination Fee plus Loan Amount Requested). For example, a nominal Loan Origination Fee of 6.5% on the entire principal amount would equal 6.9519% of the amount advanced. The Loan Origination Fee I will pay, if any, will be shown on my Disclosure Statement and will be added to the principal amount of my loan. To the extent permitted by law, and unless I timely cancel this Credit Agreement (see Paragraph B.2), I will not be entitled to a refund of any Loan Origination Fee after my loan has been disbursed.

G. RIGHT TO PREPAY: I have the right to prepay all or any part of my loan at any time without penalty.

H. FORBEARANCE: If I am unable to repay my loan in accordance with the terms established under this Credit Agreement, I may request that you modify these terms. I understand that such modification would be at your option. I understand that I will remain responsible for all interest accruing during any period of forbearance and that you will add any interest that I do not pay during any forbearance period to the principal balance, as described in Paragraph D.3.

I. WHOLE LOAN DUE: To the extent permitted by applicable law, I will be in default and you have the right to give me notice that the whole outstanding principal balance, accrued interest, and all other amounts payable to you under the terms of this Credit Agreement, are due and payable at once (subject to any applicable law which may give me a right to cure my default) if: (1) I fail to make any monthly payment to you when due, (2) I die, (3) I break any of my other promises in this Credit Agreement, (4) Any bankruptcy proceeding is begun by or against me, or I assign any of my assets for the benefits of my creditors, or (5) I make any false written statement in applying for this loan or any other student or education loan or at any time during the Deferment or Repayment Periods. If I default, I will be required to pay interest on this loan accruing after default. The interest rate after default will be subject to adjustment in the same manner as before default. Upon default, you may also capitalize any interest and fees (i.e., add accrued and unpaid interest and fees to the principal balance), and increase the Margin used to compute the Variable Rate by two percentage points (2%).

J. NOTICES:

1. I will send written notice to you, or any subsequent holder of this Credit Agreement, within ten days after any change in my name, address, or enrollment status (for example, if I withdraw from the School or transfer to another school participating in this loan program).

2. Any notice required to be given to me by you will be effective when mailed by first class mail to the latest address you have for me. Unless required by applicable law, you need not give a separate notice to the Cosigner, if any.

K. INFORMATION:

1. I must update the information I provided to you whenever you ask me to do so.

2. I authorize you from time to time to request and receive from others credit related information about me (and about my spouse if I live in a community property state).

L. ADDITIONAL AGREEMENTS:

1. I understand that you are located in Ohio and that this Credit Agreement will be entered into in the same state. CONSEQUENTLY, THE PROVISIONS OF THIS CREDIT AGREEMENT WILL BE GOVERNED BY FEDERAL LAW AND THE LAWS OF THE STATE OF OHIO, WITHOUT REGARD TO CONFLICT OF LAW RULES.

2. The proceeds of this loan will be used only for my educational expenses at the School. The Cosigner, if any, will not receive any of the loan proceeds.

3. My responsibility for paying the loan evidenced by this Credit Agreement is unaffected by the liability of any other person to me or by your failure to notify me that a required payment has not been made. Without losing any of your rights under this Credit Agreement you may accept (a) late payments, (b) partial payments or (c) payments marked "paid in full" or with other restrictions. You may delay, fail to exercise, or waive any of your rights on any occasion without losing your entitlement to exercise the right at any future time, or on any future occasion. You will not be obligated to make any demand upon me, send me any notice, present this Credit Agreement to me for payment or make protest of non-payment to me before suing to collect on this Credit Agreement if I am in default, and to the extent permitted by applicable law, I hereby waive any right I might otherwise have to require such actions. I WILL NOT SEND YOU PAYMENTS MARKED "PAID IN FULL", "WITHOUT RECOURSE" OR WITH OTHER SIMILAR LANGUAGE UNLESS THOSE PAYMENTS ARE MARKED FOR SPECIAL HANDLING AND SENT TO THE ADDRESS IDENTIFIED FOR SUCH PAYMENTS ON MY BILLING STATEMENT, OR TO SUCH OTHER ADDRESS AS I MAY BE GIVEN IN THE FUTURE.

4. I may not assign this Credit Agreement or any of its benefits or obligations. You may assign this Credit Agreement at any time.

5. The terms and conditions set forth in this Credit Agreement and Instructions and the Disclosure Statement constitute the entire agreement between you and me.

6. If any provision of this Credit Agreement is held invalid or unenforceable, that provision shall be considered omitted from this Credit Agreement without affecting the validity or enforceability of the remainder of this Credit Agreement.

7. A provision of this Credit Agreement may only be modified if jointly agreed upon in writing by you and me. Any modification will not affect the validity or enforceability of the remainder of this Credit Agreement.

8. To the extent permitted by law, you have the right to apply money from any of my deposit account(s) with you to pay all or a portion of any amount overdue under this Credit Agreement. I hereby authorize you to obtain from the School all amounts which may be owed to me by the School, including any refund due to overpayment, early termination of enrollment, or otherwise.

9. If this Credit Agreement is executed by more than one Borrower, each Borrower agrees that any communication between you and any of the Borrowers will be binding on all of the Borrowers. I intend to be treated as a principal of this Credit Agreement and not as a surety. To the extent I may be treated as a surety, I waive all notices to which I might otherwise be entitled as such by law, and all suretyship defenses that might be available to me (including, without limitation, contribution, subrogation and exoneration). I agree that the Borrower may agree to any forbearance or other modification of the repayment schedule and that such agreement will be binding on me. It shall not be necessary for you to resort to or exhaust your remedies against the borrower before calling upon me to make repayment. For purposes of this paragraph only, "I" and "me" refer to the Cosigner only.

10. All dollar amounts stated in this Credit Agreement are in United States dollars. I will make all payments in United States Dollars with no deduction for currency exchange.

11. If the Student fails to complete the education program paid for with this loan, the Cosigner and I are not relieved of any obligation within or pursuant to this Credit Agreement.

12. **I acknowledge that the requested loan is subject to the limitations on dischargeability in bankruptcy contained in Section 523 (a) (8) of the United States Bankruptcy Code. Specifically, I understand that you have purchased a guaranty of this loan, and that this loan is guaranteed by The Education Resources Institute, Inc. ("TERI"), a non-profit institution.**

13. I authorize any school that I may attend to release to you, and any other persons designated by you, any requested information pertinent to this loan (e.g., enrollment status, prior loan history, and current address).

14. I authorize the Lender, any subsequent holder of this Credit Agreement, and their agents to: (1) advise the School of the status of my application and my loan, (2) respond to inquiries from prior or subsequent lenders or holders with respect to my Credit Agreement and related documents, (3) release information and make inquiries to the persons I have given you as references, for the purposes of learning my current address and telephone number, (4) check my credit and employment history and to answer questions about their credit experience with me, and (5) disclose to TERI, the Borrower, and/or the Cosigner either in connection with this transaction or any future transaction all information (including status information and non-public personal information) of the Borrower and/or the Cosigner provided in connection with this Credit Agreement.

15. Waiver by Lender: You waive (give up) any right to claim a security interest in any property to secure this Credit Agreement. This does not affect any right to offset as a matter of law.

16. If I fax my signature(s) on the first page of this Credit Agreement back to you and keep the copy I signed, I understand that under federal law the fax you receive will be an original of the first page of this Credit Agreement. You and I agree that all copies of this Credit Agreement (including the fax you receive and the copy I retain), taken together, shall constitute a single original agreement.

17. If any Borrower or Cosigner elects to sign electronically an electronic record of this Credit Agreement, then the following will apply as between Lender and such person: (a) Lender will keep a non-modifiable electronic record of this document and provide a copy to me upon request, (b) I can and have downloaded and/or printed a copy of this document for my records or notified the Lender to mail me a copy of this document, and (c) the Lender's electronic record of this document and any printout from that record shall be an original for all purposes, including any lawsuit to collect amounts that I owe. If I physically sign a copy of this document that has been electronically signed by any other Cosigner or Borrower, as between me and the Lender the copy I sign (and any fax of that copy I may send to Lender) will be an original. However, the electronic signature of another party to this Credit Agreement and the Lender's electronic record of this document containing that signature will be as valid against me as an original, physical document that is physically signed by all parties.

M. DISCLOSURE NOTICES

ALL APPLICANTS:
IMPORTANT FEDERAL LAW NOTICE—

Important information about procedures for opening a new account:
To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you:
When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

CALIFORNIA RESIDENTS: I have the right to prohibit the use of information contained in my credit file in connection with transactions not initiated by me. I may exercise this right by notifying the consumer credit reporting agency. A married applicant may apply for a separate account. If you take any adverse action as defined by Section 1785.3 of the California Civil Code and the adverse action is based, in whole or in part, on any information contained in a consumer credit report, I have the right to obtain within 60 days a free copy of my consumer credit report from the consumer reporting agency who furnished you my consumer credit report and from any other consumer credit reporting agency which compiles and maintains files on consumers on a nationwide basis. I have the right as described by Section 1785.16 of the California Civil Code to dispute the accuracy or completeness of any information in a consumer credit report furnished by the consumer credit reporting agency.

CALIFORNIA AND UTAH RESIDENTS: As required by California and Utah law, I am hereby notified that a negative credit report reflecting on my credit record may be submitted to a credit reporting agency if I fail to fulfill the terms of my credit obligations.

IOWA, KANSAS AND NEBRASKA RESIDENTS (For purposes of the following notice, the word "you" refers to the Borrower and the Cosigner, not the Lender): NOTICE TO CONSUMER. This is a consumer credit transaction. 1. DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU READ THIS CREDIT AGREEMENT. 2. YOU ARE ENTITLED TO A COPY OF THIS CREDIT AGREEMENT. 3. YOU MAY PREPAY THE UNPAID BALANCE AT ANY TIME WITHOUT PENALTY AND MAY BE ENTITLED TO A REFUND OF UNEARNED CHARGES IN ACCORDANCE WITH LAW.

MARYLAND RESIDENTS: You elect Subtitle 10, Credit Grantor Closed End Credit Provisions, of Title 12 of the Commercial Law Article of the Annotated Code of Maryland only to the extent not inconsistent with 12 U.S.C. § 85 and related regulations and opinions, which you expressly reserve.

MISSOURI RESIDENTS: **Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect me (borrower(s)) and you (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.**

NEVADA RESIDENTS: This is a loan for study.

NEW JERSEY RESIDENTS: The section headings of this Credit Agreement are a table of contents and not contract terms. Portions of this Credit Agreement with references to actions taken to the extent of applicable law apply to acts or practices that New Jersey law permits or requires. In this Credit Agreement, acts or practices (i) by you which are or may be permitted by "applicable law" are permitted by New Jersey law, and (ii) that may or will be taken by you unless prohibited by "applicable law" are permitted by New Jersey law.

NEW YORK, RHODE ISLAND AND VERMONT RESIDENTS: A consumer report (credit report) may be obtained from a consumer-reporting agency (credit bureau) in connection with this loan. If I request (1) I will be informed whether or not consumer reports were obtained, and (2) if reports were obtained, I will be informed of the names and addresses of the credit bureaus that furnished the reports. If you agree to make this loan to me, a consumer credit report may be requested or used in connection with renewals or extensions of any credit for which I have applied, reviewing my loan, taking collection action on my loan, or legitimate purposes associated with my loan.

OHIO RESIDENTS: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

WISCONSIN RESIDENTS: For married Wisconsin residents, my signature on this Credit Agreement confirms that this loan obligation is being incurred in the interest of my marriage or family. No provision of any marital property agreement (pre-marital agreement), unilateral statement under Section 766.59 or court decree under Section 766.70 adversely affects the interest of the Lender unless the Lender, prior to the time that the loan is approved, is furnished with a copy of the agreement, statement, or decree or has actual knowledge of the adverse provision when the obligation to the Lender is incurred. If the loan for which I am applying is granted, my spouse will also receive notification that credit has been extended to me.

N. **BORROWER'S CERTIFICATION:** I declare under penalty of perjury under the laws of the United States of America that the following is true and correct. I certify that all information I provided to you in connection with this loan, including without limitation, the information contained in this Credit Agreement, is true, complete and correct to the best of my knowledge and belief and is made in good faith. I understand that I am responsible for repaying immediately any funds that I receive which are not to be used or are not used for educational expenses related to attendance at the School for the academic period stated. I certify that I am not now in default on a Federal Perkins Loan, a Federal Stafford Loan, a Federally Insured Student Loan, a Federal Supplemental Loan for Students (SLS), a Federal PLUS Loan, an Income Contingent Loan, a Federal Consolidation Loan, a Federal Ford Direct Loan, or any other education loan received for attendance at any school.

O. **STATE-SPECIFIC COSIGNER NOTICES:** For the purposes of the following notices only, the words "you" and "your" refer to the Cosigner, where applicable, not to the lender.

FOR OBLIGORS COSIGNING IN WEST VIRGINIA:

NOTICE TO COSIGNER
You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay it if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount. The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of your credit record. This notice is not the contract that makes you liable for the debt.

FOR OBLIGORS COSIGNING IN IOWA, NEW YORK AND SOUTH CAROLINA:
NOTICE: You agree to pay the debt identified below although you may not personally receive any property, goods, services, or money. You may be sued for payment although the person who receives the property, goods, services, or money is able to pay. You should know that the Total of Payments listed below does not include finance charges resulting from delinquency, late charges, repossession or foreclosure costs, court costs or attorney's fees, or other charges that may be stated in the Credit Agreement or contract. You will also have to pay some or all of these costs and charges if the Credit Agreement or contract, the payment of which you are guaranteeing requires the borrower to pay such costs and charges. This notice is not the Credit Agreement or contract that obligates you to pay the debt. Read the Credit Agreement or contract for the exact terms of your obligation.

IDENTIFICATION OF DEBT (S) YOU MAY HAVE TO PAY
Name of Debtor: The Borrower and Cosigner identified on the first page of this Credit Agreement.

STATE OF MICHIGAN

IN THE 3B JUDICIAL DISTRICT COURT

NATIONAL COLLEGIATE STUDENT
LOAN TRUST 2005-3,

Plaintiff/Counter-Defendant

Case N
HON.

-vs-

C
Phillips,

DEFENDANTS' ANSWER AND AFFIRMATIVE DEFENSES

Defendant/Counter-Plaintiff.

Weltman Weinberg
Attorney for Plaintiff
Jennifer T. Dillow (P69855)

LAW OFFICES OF BRIAN P PARKER PC
BRIAN P. PARKER (P48617)
Attorney for Defendant
4301 Orchard Lake Road, #180-208
West Bloomfield, MI 48323
(248) 342-9583
brianparker@collectionstopper.com

PRELIMINARY STATEMENT AS TO NO STATED CLAIM

In violation of the Fair Debt Collection Practices Act ("FDCPA") and Regulation of Michigan Collection Practices Act ("RMCPA), Plaintiff NATIONAL COLLEGIATE STUDENT LOAN TRUST 2005-3 ("NCSLT") is suing Defendant
ph
after referred to as Defendant") for an ACCOUNT STATED with no agreement between NCSLT and Defendant and with no proof of assignment between the various entities in the Exhibits attached to the Complaint. **Please see Defendant's Exhibit 2**. Defendant does not owe Plaintiff as **there is no chain of title in this lawsuit of the SPECIFIC DEBT of Defendant being assigned under Michigan law and the *Brownbark*, *Bassett* and *Riley* cases**

below to Plaintiff. See also Weltman Weinberg's own analysis of Assignment Law in Michigan at Defendant's Exhibit 2.

The loan agreement attached to the lawsuit at Plaintiff's Exhibit A states that the lawsuit should be filed in the State of Pennsylvania:

L. ADDITIONAL AGREEMENTS:
1. I understand that you are located in Pennsylvania and that this Credit Agreement will be entered into in the same state. CONSEQUENTLY, THE PROVISIONS OF THIS CREDIT AGREEMENT WILL BE GOVERNED BY FEDERAL LAW AND THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT REGARD TO CONFLICT OF LAW RULES.

Please see Plaintiff's Complaint Exhibit A.

The lawsuit was filled beyond the Pennsylvania Statute of Limitations (42 Pa. C.S. 5525(a)) pursuant to the Contract at Plaintiff's Exhibit A attached to the complaint.

Further, the Non-Negotiable Credit Agreement at **Plaintiff's Exhibit A** is falsely proposed to be connected to the Terms and Conditions following the Agreement in that, the data file identifier a connection to the **Plaintiff's Exhibit A** pages 2 of 4, 3 of 4, 4 of 4 are missing key extensions. On the Agreement at **Exhibit A** there is the date file identifier:

Pt-r11 n(04-0li C:liX1 f- .. OIBO 11103001 81.pc)

Without specifying a file extension matching the Agreement, there is no way of knowing that the first data file mentioned above on page one of **Exhibit A** is connected to the same file as the terms and conditions (that are what needs to be enforced in a Breach of Contract case) on the pages identified as 2 of 4, 3 of 4 and 4 of 4, which do not specify a file extension (needed for a connection) on any of the pages that all have an incomplete file identifier not connected to the Agreement Identifier:

Iwomm.21PC 04-05.CSXL1.ODC.0204

So, the files ending without a file extension necessary to connect the Agreement and the Terms and Conditions from the same "Bibb and Phillips" file could contain multiple files or even multiple compressed files of anything or any debtor. There is a clear discrepancy between the data files mentioned on the pages above. Without the file names matching exactly on the documents (and no 1 of 4 on the Agreement on a simple non-connecting level), there's no way to prove the data files are one and the same and connected to uphold a breach of the terms and conditions of the Agreement at **Plaintiff's Exhibit A**.

The Plaintiff in this case is alleged to be National Collegiate Student Loan Trust 2005-3. However, the entity that is said to have received the debts at Plaintiff's own documents at Exhibit B is listed as a ***The*** National Collegiate Student Loan Trust 2005-3.

DEPOSIT AND SALE AGREEMENT
THE NATIONAL COLLEGIATE STUDENT LOAN TRUST 2005-3

This Deposit and Sale Agreement (the "Sale Agreement"), dated as of October 12, 2005, between The National Collegiate Funding LLC, in its capacity as seller (in such capacity, the " "), and ***The*** National Collegiate Student Loan Trust 2005-3, as purchaser (the "Purchaser"), shall be effective upon execution by the parties hereto.

On the Delaware Corporation Website, there is no National Collegiate Student Loan Trust, 2005-3. A search of the website reveals that the true name of the entity is ***The*** National Collegiate Student Loan Trust 2005-3:

General Information Name Search

Required Field

Entity Name: The National Collegiate Student

[This field is not case sensitive.]
[For exact searches use quotation marks.]

or

File Number:

Search

FILE NUMBER	ENTITY NAME
4025333	THE NATIONAL COLLEGIATE STUDENT LOAN TRUST 2005-3

https://icis.corp.delaware.gov/eCorp/EntitySearch/NameSearch.aspx

Further, there is no assignment under Michigan law between PNC, the Program Lender and whatever First Marblehead Corporation is. There is no proof or assignment showing any ownership rights in First Marblehead Corporation or that shows a "certain" Note Purchase Agreement below that the Supplement is based upon.

This Pool Supplement ("Supplement") is entered into pursuant to and forms a part of that certain Note Purchase Agreement (the "Agreement") dated as of April 22, 2004, as amended, by and between The First Marblehead Corporation ("FMC") and PNC Bank, N.A. ("Program Lender"). This Supplement is dated as of October 12, 2005. Capitalized terms used in this Supplement without definitions have the meaning set forth in the Agreement.

Article 1: Purchase and Sale.

In consideration of the Minimum Purchase Price, Program Lender hereby transfers, sells, sets over and assigns to The National Collegiate Funding LLC (the "Depositor"), upon the terms and conditions set forth in the Agreement (which are incorporated herein by reference with the same force and effect as if set forth in full herein), each PNC Bank Alternative Conforming Loan described in the attached Schedule 2 ("the Transferred PNC Bank Alternative Loans") along with all of Program Lender's rights under the Guaranty Agreement relating to the Transferred PNC Bank Alternative Loans. The Depositor in tum will sell the Transferred PNC Bank Alternative Loans to The National Collegiate Student Loan Trust 2005-3 (the "Trust"). Program Lender hereby transfers and delivers to the Depositor each PNC Bank Alternative Note evidencing such PNC Bank Alternative Conforming Loan and all Origination Records relating thereto, in accordance with the terms of the Agreement. The Depositor hereby purchases said PNC Bank Alternative Notes on said terms and conditions.

Under Michigan Assignment law there has to be an assignment in writing that is certified by both parties while providing proof that the signing entities have been granted power of attorney to sign for the Assignor and Assignee. This is the current standard to apply in Michigan as stated by NCSLT's own attorney representatives in this case, Weltman Weinberg. Weltman's

own attorney Jeffrey Bearss provides an explanation of the law that NCSLT is not following when he states:

"The Court of Appeals stated that Michigan's statute of frauds still requires that an assignment of debt be in writing and signed with an authorized signature by the party to be charged with the agreement, contract, or promise." Mr. Bearss concluded the article with some advice for Weltman's clients:

> "For our debt buyer clients, there is now an increased level of proof of the assignment. The general contract, or batch assignment agreement, is no longer enough. **A specific assignment, or affidavit supporting a specific assignment, should be supplied that refers to the specific account number. It should also be signed and notarized by the original creditor**." **Exhibit 2, Weltman Weinberg Article**.

"A specific assignment, or affidavit supporting a specific assignment, should be supplied that refers to the specific account number. It should also be signed and notarized by the original creditor." There is no specific assignment here in the Chain of Title and under the standards of ***Brownbark II, LP v. Bay Area Floorcovering & Design Inc. et al,*** Michigan Court of Appeals Case No. 296660, May 31, 2011 that Weltman, Weinberg and NCSLT's attorney believes is the law in Michigan. **Please see Exhibit 2 from Weltman Weinberg's own attorney on their website**.

Even if NCSLT somehow owned the debt, NCSLT's own Deposit and Sale Agreement at its Exhibit B of the lawsuit states that the Purchaser (NCSLT 2005-3) is required to assign the same "***right, title and interest***" that the Purchaser received "to the Indenture Trustee under the Indenture" or U.S. Bank, N.A.

ARTICLE XII
ASSIGNMENT

The Seller hereby assigns its entire right, title and interest as purchaser under this Sale Agreement and the Student Loan Purchase Agreement thereunder to the Purchaser as of the date hereof and acknowledges that the ***Purchaser will assign the same, together with the right, title and***

interest of the Purchaser hereunder, to the Indenture Trustee under the Indenture. **Plaintiff's Exhibit B at Article XII**.

There are no signature dates on any of the signings at Plaintiff's Exhibit A or B or anything notarized in keeping with Michigan law.

With the wrong entity name, failure to provide the proper chain of title that includes the required Assignments of the *specific debt* of Defendant and with the case being filed in the wrong jurisdiction and beyond the Pennsylvania Statute of Limitations, Plaintiff has no standing to sue in this case and is not a Real Party in Interest. This case should be dismissed. Thank you.

ANSWER AND AFFIRMATIVE DEFENSES

WHEREFORE [illegible] hereinafter titled as "Defendant"), by and through their attorneys, The Law Offices of Brian P. Parker, P.C., Answers Plaintiff NCSLT's Complaint against Defendant as follows:

1. Defendant denies that as Plaintiff as named is not a Delaware Statutory Trust and further, Plaintiff's right to sue as the assignment of the debt and chain of title of the Specific debt does not exist to back up the filing of this lawsuit by this Plaintiff and Defendant has no way of knowing what state Plaintiff is located in or their corporation status. **Please see Exhibit 1 and the lawsuit**.

2. Denied as to this Plaintiff and its right to sue as there is no evidence supporting ownership of the debt by NCSLT in this pleading without the proper assignments. **See Exhibit 1 and Exhibit 2**.

3. Denied as to this Plaintiff as it does not own the debt and has no proof to make this allegation and Plaintiff's own document at its Exhibit A states the lawsuit jurisdiction is in the State of Pennsylvania:

L. ADDITIONAL AGREEMENTS:
1. I understand that you are located in Pennsylvania and that this Credit Agreement will be entered into in the same state. CONSEQUENTLY, THE PROVISIONS OF THIS CREDIT AGREEMENT WILL BE GOVERNED BY FEDERAL LAW AND THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT REGARD TO CONFLICT OF LAW RULES.

Please see Plaintiff's Complaint Exhibit A.

4. Denied as Defendant does not owe this debt or amount in the lawsuit with Plaintiff and this allegation assumes facts not in evidence. **Please see Exhibit 1.**

5. Denied and further, Plaintiff does not own the debt and the paperwork will show this allegation to be false especially given how Plaintiff does not know who completed performance on a debt it claims to own and the case should have been filed in the State of Pennsylvania:

L. ADDITIONAL AGREEMENTS:
1. I understand that you are located in Pennsylvania and that this Credit Agreement will be entered into in the same state. CONSEQUENTLY, THE PROVISIONS OF THIS CREDIT AGREEMENT WILL BE GOVERNED BY FEDERAL LAW AND THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT REGARD TO CONFLICT OF LAW RULES.

Please see Plaintiff's Complaint Exhibit A.

6. Denied as Plaintiff has failed to provide any ownership or assignment proof of the debt under ***Midland Funding v Michael Bassett***, Michigan Court of Appeals, No. 338404, April 24, 2018 and ***Brownbark II, LP v. Bay Area Floorcovering & Design Inc. et al***, Michigan Court of Appeals Case No. 296660, May 31, 2011 and ***Unifund CCR Partners v. Nishawn Riley***, Michigan Court of Appeals Case No. 287599, February 18, 2010 and further, the allegations state

> 6. Defendants, Cassie [illegible] ited a Non-Negotiable Credit Agreement in June of2005 bearing current account number XXXXX9035-002-PHEA, a copy of which is attached hereto as **Exhibit A,** promising to repay a loan made to Defendants by PNC Bank, N.A. which was subsequently assigned to Plaintiff, National Collegiate Student Loan Trust 2005-3 (See attached **Exhibit B)**

and these allegations are false as the Plaintiff's own Exhibits A and B specifically show the loan was not "subsequently assigned to Plaintiff, National Collegiate Student Loan Trust, 2005-3

from PNC Bank N.A. as alleged as there were many entities with assignments in the Exhibits and none have proof of ownership of the debt especially given that the Contract and Terms and Conditions of **Plaintiff's Exhibit A** are not connected as alleged for the debt to be sued upon by Plaintiff. **Please see Exhibit 1 and the Exhibits attached to the lawsuit and Exhibit 2.**

7. Denied under *Bassett* and *Brownbark and Riley* as Defendant has no agreement with Plaintiff and there is no proof of ownership of the debt or the amount owed to Plaintiff. **Please see Exhibit 1 and Exhibit 2.**

8. Denied as the terms of the Agreement are not attached and under *Bassett* and *Brownbark and Riley,* Defendant has no agreement with Plaintiff and there is no proof of ownership of the debt or the amount owed to Plaintiff. **Please see Exhibit 1 and Exhibit 2.**

9. Denied as to this Plaintiff under *Bassett* and *Brownbark and Riley* and Defendant has no agreement with Plaintiff and there is no proof of ownership of the debt or the amount owed to Plaintiff. **Please see Exhibit 1 and Exhibit 2.**

WHEREFORE, Defendants seek a No Cause against Plaintiff and statutory and actual damages against Plaintiff under the FDCPA and RCPA including attorney fees and other relief this Court deems just and equitable.

AFFIRMATIVE DEFENSES

Defendants plead the following affirmative defenses:

1. Plaintiff fails to state a claim upon which relief can be granted against this Defendant.
2. There is no agreement or contract between Plaintiff and Defendant and therefore, no Breach of Contract or Account Stated Claim.

3. The lawsuit was filled beyond the Pennsylvania Statute of Limitations (42 Pa. C.S. 5525(a)) pursuant to the Contract at Plaintiff's Exhibit A attached to the complaint:

L. ADDITIONAL AGREEMENTS:
1. I understand that you are located in Pennsylvania and that this Credit Agreement will be entered into in the same state. CONSEQUENTLY, THE PROVISIONS OF THIS CREDIT AGREEMENT WILL BE GOVERNED BY FEDERAL LAW AND THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT REGARD TO CONFLICT OF LAW RULES.

4. Plaintiff lacks standing to sue because it does not own the alleged debt and is not a Real Party in Interest.

5. The lawsuit should have been filed under Pennsylvania law and in the State of Pennsylvania according to Plaintiff's own Exhibit A attached to the Complaint:

L. ADDITIONAL AGREEMENTS:
1. I understand that you are located in Pennsylvania and that this Credit Agreement will be entered into in the same state. CONSEQUENTLY, THE PROVISIONS OF THIS CREDIT AGREEMENT WILL BE GOVERNED BY FEDERAL LAW AND THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT REGARD TO CONFLICT OF LAW RULES.

6. Defendant is being wrongfully sued by Plaintiff on a time barred debt under Pennsylvania law:

§ 5525. Four year limitation.
(a) General rule.--Except as provided for in subsection (b), the following actions and proceedings must be commenced within four years:
(1) An action upon a contract, under seal or otherwise, for the sale, construction or furnishing of tangible personal property or fixtures.
(2) Any action subject to 13 Pa.C.S. § 2725 (relating to statute of limitations in contracts for sale).
(3) An action upon an express contract not founded upon an instrument in writing.
(4) An action upon a contract implied in law, except an action subject to another limitation specified in this subchapter.
(5) An action upon a judgment or decree of any court of the United States or of any state.
(6) An action upon any official bond of a public official, officer or employee.

(7) An action upon a negotiable or nonnegotiable bond, note or other similar instrument in writing. Where such an instrument is payable upon demand, the time within which an action on it must be commenced shall be computed from the later of either demand or any payment of principal of or interest on the instrument.
(8) An action upon a contract, obligation or liability founded upon a writing not specified in paragraph (7), under seal or otherwise, except an action subject to another limitation specified in this subchapter.
(b) Special provisions.--An action subject to section 8315 (relating to damages in actions for identity theft) must be commenced within four years of the date of the offense or four years from the date of the discovery of the identity theft by the plaintiff.
(Oct. 5, 1980, P.L.693, No.142, eff. 60 days; Dec. 20, 1982, P.L.1409, No.326, eff. 60 days; June 19, 2002, P.L.430, No.62, eff. 60 days)

Cross References. Section 5525 is referred to in section 5529 of this title.

7. Plaintiff lacks capacity to sue as it has no authority to sue upon the debt.

8. Plaintiff is suing Defendant in violation of the FDCPA/RCPA based upon false allegations and misrepresentations in suing upon a debt it has no right to sue upon.

9. There is no proof the entity National Collegiate Student Loan Trust 2005-3 having a right to sue Defendant pursuant to the Plaintiff's supporting Exhibits to the lawsuit.

10. Plaintiff's suit is barred by the statute of frauds and Michigan's and the State in the Terms and Conditions of the Agreement in Plaintiff's possession's Statute of Limitations. **See Section L. of the Agreement attached at Plaintiff's Exhibit A.**

11. Plaintiff is barred by the Fair Debt Collection Practices Act ("FDCPA") from collecting late fees, attorney fees, costs, interest, and other amounts.

12. Plaintiff's proofs are inadmissible and are hearsay under MRE 911/112.

13. Plaintiff does not possess the required assignment signed by the Original Creditor or previous debt owners with an account number and name specific to this Defendant and Defendant debt. **See Exhibit 2**.

14. Plaintiff lacks proof of a chain of title and proof of assignment of the SPECIFIC debt to NCSLT.

15. Another Entity or Creditor owns the rights to the debt.

16. Plaintiff does not exist to be able to be a Plaintiff in this case.

17. There is no proof the debt is located in the file Exhibits attached to the complaint as there is a clear discrepancy between the data file mentioned on page one and page 2 of 4, 3 of 4 and 4 of 4 because of the missing data file extensions and lack of connection to the terms and conditions and the Agreement attached to the complaint. **See Plaintiff's Exhibit A.**

18. Plaintiff has Abused the Legal Process with this Claim and caused Defendant damages.

19. This court has no jurisdiction over Defendant pursuant to the terms and conditions of the contract attached to the lawsuit at Section L. **Please see Exhibit 1**.

20. The lawsuit should not be filed against Plaintiff in Michigan and should not be brought under Michigan law as the Agreement and Terms and Conditions Plaintiff is claiming to uphold requires the case be brought in Pennsylvania and when it states under Section L. Additional Agreements:

[illegible]
L. ADDITIONAL AGREEMENTS:

I. I understand that you are located in Pennsylvania and that this Credit Agreement will be entered into in the same state. CONSEQUENTLY, THE PROVISIONS OF THIS CREDIT AGREEMENT WILL BE GOVERNED BY FEDERAL LAW AND THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT REGARD TO CONFLICT OF LAW RULES.

21. Defendant reserves the right to Amend these Affirmative Defenses throughout discovery. **Please see Exhibit 1 Affidavit of Defendant.**

WHEREFORE, Defendants [illegible] owe anything to Plaintiff and seek a No Cause against Plaintiff and statutory and actual damages against Plaintiff under the FDCPA and RCPA including attorney fees and other relief this Court deems just and equitable.

THE LAW OFFICES OF BRIAN PARKER PC
/s/Brian P. Parker
Brian P. Parker (P48617)
Attorney for Defendant
4301 Orchard Lake Road, #180-208
West Bloomfield, MI 48323

Dated: February 28, 2023

EXHIBIT #1

AFFIDAVIT OF _____

STATE OF MICHIGAN)

COUNTY OF SHIAWASSEE) *

Pursuant to 28 U.S.C § 1746

been duly Sworn and upon oath, verifies, certifies, and declares as follows:

1. *National Collegiate Student Loan Trust 2005-3 v* NCSLT) at Case # 23-182-GC and *National Collegiate Stu* *A. Bibb* (NCSLT) at Case #23-194-GC who are represented by Weltman Weinberg law firm are suing me on two debts I dispute I owe NCSLT.
2. The process server from NCSLT told me what kind of debts the lawsuits were based upon as he had reviewed the complaint. I did not grant Weltman Weinberg or NCSLT permission to provide their process server (BEFORE THE PROCESS SERVER SERVED THE DOCUMENT) with my personal debt information attached to the lawsuit and the fact that a debt collector is pursuing me for a lawsuit.
3. I have reviewed all the paperwork in the lawsuits. There is no evidence that I owe these debts specifically to NCSLT. I dispute that I owe these debts or debt amounts to NCSLT as stated in the lawsuit.
4. In sixth paragraph of both complaints, NCSLT states that they received the debt by assignment from PNC Bank yet there is no proof of PNC assigning the debt to NCSLT attached to the lawsuit.
5. A review of the paperwork attached to the lawsuits shows a number of entities receiving assignment of the debts and also that NCSLT does not own or have the right to collect these debts that I am being sued for.
6. The Exhibit paperwork NCLST uses to claim they own the debt states that NCSLT's name is ***The*** National Collegiate Student Loan Trust 2006-3 and ***The*** National Collegiate Student Loan Trust 2005-3. This is not who is suing me.
7. The following entities are all in the attached Exhibits with no proof any of them being assigned or assigning the debts on to NCSLT:

The National Collegiate Funding, LLC, The National Collegiate, The First Marblehead Corporation, and Indentured Trustee *National Collegiate Student Loan Trust 2005-3, National Collegiate Student Loan Trust 2006-3* and PNC Bank, NA.

8. The fact that I am being sued on two debts wrongfully and possibly beyond the statute of limitations and with my personal debt information exposed to third parties by NCSLT and Weltman while being sued by entities with no proof of debt ownership is causing me much stress and anxiety and loss of time and money responding to a lawsuit I do not owe to *National Collegiate Student Loan Trust 2005-3* or *National Collegiate Student Loan Trust 2006-3 v Cassie A. Bibb v Cassie A. Bibb.*

Cassie A. Bibb

DATED: 2/23/2023

AFFIDAVIT OF S

STATE OF MICHIGAN)

COUNTY OF ST. JOSEPH) *

Pursuant to 28 U.S.C § 1746, ng

been duly Sworn and upon oath, verifies, certifies, and declares with the threat of perjury as follows:

1. *National Collegiate Student Loan Trust 2005-3 v* s (NCSLT) at Case # 23-182-GC and *National Collegiate Student Loan Trust 2006-3 v* ps (NCSLT) at Case #23-194-GC who are represented by Weltman Weinberg law firm are suing me on two debts I dispute I owe NCSLT.
2. I have reviewed all the paperwork in the lawsuits. There is no evidence that I owe these debts specifically to NCSLT. I dispute that I owe these debts or debt amounts to NCSLT as stated in the lawsuit.
3. In sixth paragraph of both complaints, NCSLT states that they received the debt by assignment from PNC Bank yet there is no proof of PNC assigning the debt to NCSLT attached to the lawsuit.
4. A review of the paperwork attached to the lawsuits shows a number of entities receiving assignment of the debts and also that NCSLT does not own or have the right to collect these debts that I am being sued for.
5. The Exhibit paperwork NCLST uses to claim they own the debt states that NCSLT's name is ***The*** National Collegiate Student Loan Trust 2006-3 and ***The*** National Collegiate Student Loan Trust 2005-3. This is not who is suing me.
6. The following entities are all in the attached Exhibits with no proof any of them being assigned or assigning the debts on to NCSLT:
   The National Collegiate Funding, LLC, The National Collegiate, The First Marblehead Corporation, and Indentured Trustee *National Collegiate Student Loan Trust 2005-3, National Collegiate Student Loan Trust 2006-3* and PNC Bank, NA.
7. The fact that I am being sued on two debts wrongfully and possibly beyond the statute of limitations and with my personal debt information exposed to third parties by NCSLT and

Weltman while being sued by entities with no proof of debt ownership is causing me much stress and anxiety and loss of time and money responding to a lawsuit I do not owe to *National Collegiate Student Loan Trust 2005-3* or *National Collegiate Student Loan Trust 2006-3*.

DATED: 2/23/23

EXHIBIT #2

WELTMAN, WEINBERG & REIS Co., LPA

Jeffrey K. Bearss

- At a Glance
- Credentials
- Affiliations

Michigan Courts Increase Requirements of Proof of Assignment in Debt Buyer Cases

August 02, 2011 | Jeffrey K. Bearss, Esq.

On May 31, 2011 the Michigan Court of Appeals released a decision that will have immediate impact upon our clients, particularly our debt buyer clients. The case describes the level of proof needed to prove the assignment in debt buyer cases. The case is **Brownbark II LP v. Bay Area Floorcovering & Design Inc. et al**, Michigan Court of Appeals Case No. 296660, Decided May 31, 2011. Plaintiff debt buyer appealed the trial court's denial of judgment. The trial court determined that the debt buyer failed to establish both the existence of a valid assignment of the defaulted loan at issue and its damages with reasonable certainty. The Court of Appeals concluded that the evidence presented at trial was insufficient to establish a valid assignment of the defaulted loan, and affirmed the dismissal of the case.

This action centers around a small business loan obtained by defendant Bay Area Floorcovering & Design from a bank. In December 2007, plaintiff Brown Bark II, L.C. purchased a block of loans from the bank, including the loan at issue here.

Plaintiff commenced suit, alleging that it was entitled to recover the money owed on the loan as the assignee of the loan. To prove its assignee status, plaintiff relied on a half-page document, an allonge, which was a general assignment of a block of loans, without any specific reference to any specific account number or specific sum owed. Nor was it signed or notarized.

The Court of Appeals stated that Michigan's statute of frauds still requires that an assignment of debt be in writing and signed with an authorized signature by the party to be charged with the agreement, contract, or promise.[1]

The Michigan Court of Appeals also stated that while the allonge was presented as evidence at trial, it was not attached to the note; nor did plaintiff introduce the agreement referenced in the allonge as evidence, citing privilege as its reason for failing to do so. Because the trial court did not have an opportunity to review the referenced agreement, and consequently could not determine what limitations might exist, the trial court could not conclude that the half-page general assignment constituted documentation of the bank's intent to transfer all of its rights related to the specific defaulted loan without any power of revocation. In addition, plaintiff's representative conceded that the person who purportedly signed the allonge on behalf of the bank was actually an employee of the debt buyer's affiliate. The appellate court held that the Plaintiff presented no evidence, either of an actual signed power of attorney or testimony by a representative of the bank, to support the assertion that plaintiff's representative had been authorized to act as an attorney-in-fact on the bank's behalf. In light of the foregoing facts, the Court of Appeals affirmed the dismissal of the case due to failure to prove the existence of a valid assignment at the trial.

For our debt buyer clients, there is now an increased level of proof of the assignment. The general contract, or batch assignment agreement, is no longer sufficient. A specific assignment, or affidavit supporting a specific assignment, should be supplied that refers to the specific account number. It should also be signed and notarized by the original creditor.

[1]MCL 566.132(f).

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- Weltman, Weinberg & Reis Co., LPA Shareholder Keri P. Ebeck Elected Secretary of the Allegheny County Bar Association's Bankruptcy and Commercial Law Section
- Weltman, Weinberg & Reis Co., LPA Attorney Christopher B. Best Elected to Board of Directors for the Michigan Creditors Bar Association
- Weltman, Weinberg & Reis Co., LPA Attorney Benjamin N. Hoen Admitted to the State Bar of Michigan

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May 27, 2013
Statute of Limitations in Utility Collection Cases: Protecting Receivables

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