

Not an Assignment of the Debt!

**BILL OF SALE AND ASSIGNMENT  
FROM CREDIT ONE BANK, N.A. TO MHC RECEIVABLES, LLC**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Credit One Bank, N.A. ("Assignor") transferred, sold, assigned, conveyed, granted and otherwise delivered to MHC Receivables, LLC ("Assignee"), all of Credit One's right, title and interest in and to (i) the accounts identified on an account level basis in the data file named [REDACTED] (the "Computer File"), a copy of which is included in Exhibit A and incorporated herein by reference; and, (ii) certain related account level media or electronic copies thereof (including, but not limited to applications, statements, terms and condition), and (iii) all claims or rights arising out of or relating to each referenced account (collectively, the "Accounts"). The Accounts transferred under the terms of the Bill of Sale were each transferred to MHC immediately following charge off, on the charge off date for each applicable Account, as shown in the Computer File.

Remember this

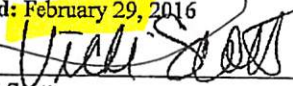
NO EXHIBIT A

With respect to information for the Accounts described in the related Computer File, Assignor represents and warrants to Assignee that the business records relating to: (i) the credit card Accounts issued by Credit One; and (ii) the sale and assignment of Accounts by Credit One (collectively, the "Business Records"), are kept by Credit One in the regular course of its business. It is in the regular course of business of Credit One for an employee or an authorized representative with personal knowledge of the act, event, condition, or opinion (collectively "Event") to be recorded, to make the appropriate memorandum or recording at or reasonably near the time of the Event.

This Bill of Sale and Assignment may be entered as evidence of ownership for any of the Accounts conveyed hereby.

CREDIT ONE BANK, N.A.

Dated: February 29, 2016



Vicki Scott

Vice President

- No Name of Debtor
- no Proof of assignment of Specific Debt
- Who is Vickie Scott and who authorized her to sign?
- Notice it is the same as the next one.

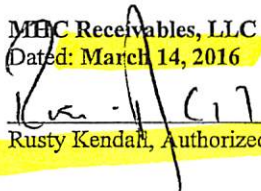
**BILL OF SALE AND ASSIGNMENT**  
**FROM MHC RECEIVABLES, LLC TO SHERMAN ORIGINATOR III LLC**

On March 14, 2016, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MHC Receivables LLC ("MHC") transferred, sold, assigned, conveyed, granted and otherwise delivered to Sherman Originator III LLC ("Assignee"), all of MHC's, title and interest in and to (i) the accounts identified on an account level basis in the data file named [REDACTED] (the "Computer File"), a copy of which is included in Exhibit A and incorporated herein by reference; and, (ii) certain related account level media or electronic copies thereof (including, but not limited to applications, statements, terms and condition), and (iii) all claims or rights arising out of or relating to each referenced account (collectively, the "Accounts").

With respect to information for the Accounts described in the related Computer File, MHC represents and warrants to Assignee that the business records relating to: (i) the the credit card Accounts owned by MHC; and (ii) the sale and assignment of Accounts by MHC (collectively, the "Business Records"), are kept by MHC in the regular course of its business. It is in the regular course of business of MHC for an employee or an authorized representative with personal knowledge of the act, event, condition, or opinion (collectively "Event") to be recorded, to make the appropriate memorandum or recording at or reasonably near the time of the Event.

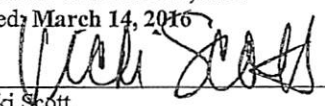
This Bill of Sale and Assignment may be entered as evidence of ownership for any of the Accounts conveyed hereby.

MHC Receivables, LLC  
Dated: March 14, 2016

  
Rusty Kendall, Authorized Representative

Credit One Bank, N.A. ("Credit One") hereby acknowledges the above referenced sale. The Accounts assigned under the terms of this Bill of Sale were originated by Credit One and have previously been assigned to MHC in the course of the regular business of Credit One and as reflected as such in the business records and written agreement between Credit One and its affiliates.

CREDIT ONE BANK, N.A.  
Dated: March 14, 2016

  
Vicki Scott  
Vice President of Collections

- Rusty Kendall for MHC does not work for MHC - see LinkedIn Bio
- No Debtor name on account number
- Who authorizes these signatures
- No Link in the chain of title

EXHIBIT A

ACCOUNT SCHEDULE

The Accounts that are specifically identified in the electronic file named [REDACTED], with such electronic file incorporated herein by reference.

What is this?

No Debt

No Proof

No Name

No Account #



AFFIDAVIT OF SALE OF ACCOUNTS

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF CLARK         )

Your Affiant, Vicki Scott, being first duly sworn, states under oath as follows:

1. My name is Vicki Scott. I am a Vice President of Credit One Bank, N.A. ("Credit One"), and an Authorized Representative of MHC Receivables, LLC ("MHC"). I am over the age of eighteen and authorized to make this Affidavit on behalf of Credit One and MHC. If called as a witness, I can testify to a court competently as to my knowledge of the facts contained herein.
2. The facts stated herein are within my personal knowledge and are based on my review of the relevant books and records available to me.
3. At all times that Credit One or MHC owns any account originated by Credit One (an "Account"), Credit One services such Account. Further, Credit One, as servicing agent for MHC, maintains the business records related to such Accounts for MHC.
4. As part of my regular job duties, I have access to and routinely review the business records of Credit One and MHC related to the Accounts originated by and serviced by Credit One. Such records include those maintained by or on behalf of Credit One and MHC in the ordinary course of its business with regard to the sale and assignment of Credit One's and MHC's Accounts.
5. On or about **March 14, 2016** MHC sold the pool of Accounts included in the electronic data file, which specifically references each Account in the data file, named [REDACTED] and attached hereto and incorporated herein by reference as "Exhibit A" (identified in this affidavit as "Sold Accounts") to Sherman pursuant to a Bill of Sale between MHC and Sherman Originator III LLC (identified in this affidavit as "Sherman") dated **March 14, 2016**.  

The Sold Accounts were originated by Credit One, serviced by Credit One, and owned by MHC immediately prior to the sale to Sherman on **March 14, 2016**.
7. Neither Credit One nor MHC has retained any rights to receive payments, or to collect any monies due on the Sold Accounts. Credit One and MHC have agreed to transfer all such rights, title and interest in and to the Sold Accounts to Sherman.
8. As part of the sale of the Sold Accounts to Sherman, information contained in the business records relating to the Sold Accounts (the "Business Records") was provided to Sherman, including certain information contained in those records shown in Exhibit A. These Business Records were made and/or recorded by or for Credit One, and by or for MHC, as part of the regular course of business of each entity at or near the time of the acts, events, or conditions recorded. These Business Records accurately reflect the status of the Sold Accounts, are truthfully reflected in Exhibit A, and are complete without errors to the best of my knowledge.
9. To the extent that these Business Records include records that were prepared by Credit One, those records were accurately incorporated into the records of MHC as MHC's own business records.
10. To the extent that these Business Records include records that were prepared by a third party other than Credit One, those records were accurately incorporated into the records of both Credit One and MHC as business records, and were relied upon thereon.

*Not Possible  
Credit One sold  
its interests  
February 29th 2016*

The above statements are true and correct to the best of my knowledge and are made for the benefit of any court that may, from time to time, consider whether Sherman Originator III LLC (or its successors or assigns) has the right to enforce any rights related to the Sold Accounts.

Signed this 18 day of July, 2016.

Vicki Scott

Vicki Scott  
Credit One Bank, N.A. – Vice President  
MHC Receivables, LLC – Authorized Representative

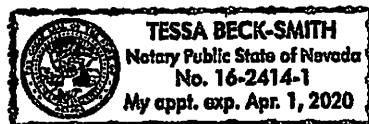
**ACKNOWLEDGMENT OF SIGNATURE BY LICENSED NOTARY**

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF CLARK        )

This instrument was acknowledged before me on the 18 day of July, 2016 by Vicki Scott, Authorized Representative of MHC Receivables, LLC, and Vice President of Collections for Credit One Bank, N.A.

Tessa Beck-Smith

Tessa Beck-Smith, Notary Public

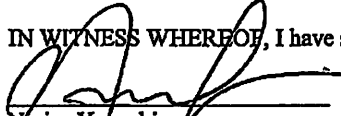


CERTIFICATE OF CONFORMITY

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF CLARK         )

I, Narine Yenovkian, an attorney-at-law admitted to practice in the State of Nevada as In House Counsel for Credit One Bank, N.A., do hereby certify that I am fully acquainted with the laws of the State of Nevada pertaining to administration and taking of oaths, affirmations and acknowledgements. I further state that I am duly qualified to make this Certificate of Conformity and that the acknowledgement upon the Affidavit of Sale of Accounts was taken by Tessa Beck-Smith, notary public in the State of Nevada, in the manner prescribed by the laws of the State of Nevada.

IN WITNESS WHEREOF, I have signed this Certificate the 27<sup>th</sup> day of July, 2010

  
\_\_\_\_\_  
Narine Yenovkian  
Nevada State Bar # 13297C  
Credit One Bank, N.A.  
585 Pilot Rd  
Las Vegas, NV 89119

**BILL OF SALE AND ASSIGNMENT**

**Closing Date: March 28, 2016**

Sherman Originator III LLC ("Seller"), for value received and in accordance with the terms of the Purchase and Sale Agreement by and between Sherman Originator III LLC and Midland Funding LLC ("Buyer"), dated as of August 19, 2015, ("Agreement"), does hereby sell, assign and transfer to Buyer, its successors and assigns, all right, title and interest in and to the accounts as described on computer file named [REDACTED] (the "Computer File") and furnished by Seller to Buyer in connection herewith (the "Purchased Accounts").

*Where is this?*

This Bill of Sale and Assignment is subject to the terms of the Agreement, and is made without representations and warranties of any kind or character except as expressly stated in the Agreement, or as expressly stated below.

With respect to information for the Purchased Accounts described in the related Computer File, Seller represents and warrants to Buyer that such information (i) is materially complete and accurate; (ii) constitutes Seller's own business records that pertain to the Purchased Accounts and accurately reflects in all material respects the information in Seller's database; (iii) was kept in the regular course of Seller's business; (iv) was made, entered or compiled in the regular course of business, (v) was recorded at or near the time the underlying activity occurred, by a person with knowledge of the data recorded, (vi) has been accurately maintained in Seller's database since it was recorded there; and (vii) it is the regular practice of Seller's business to maintain and compile such data.

This Bill of Sale and Assignment may be entered as evidence of ownership for any of the Purchased Accounts conveyed hereby.

**DATE: March 28, 2016**

**SHERMAN ORIGINATOR III LLC**

By: \_\_\_\_\_

*[Signature]*  
Jon Mazzoli, Vice President



AFFIDAVIT OF SALE OF ACCOUNTS BY  
SHERMAN ORIGINATOR III LLC

State of South Carolina  
County of Charleston

I, Jon Mazzoli, hereby affirm as follows:

1. I am over 18 and not a party to this action. I am a Vice President of Sherman Originator III LLC. In that capacity, I have access to certain books and records of Sherman Originator III LLC and certain of its subsidiaries and affiliates (as defined by common control) (hereinafter referred to collectively as "Sherman Originator III LLC"), and am aware of the process of the sale and assignment of electronically stored business records.
2. Sherman Originator III LLC owns certain accounts and maintains and records information in its business records as those records relate to such accounts. I am authorized to make the statements and representations set forth in this affidavit on behalf of Sherman Originator III LLC. The statements set forth herein are true and correct to the best of my knowledge, information, and belief, based on either personal knowledge or review of the business records of Sherman Originator III LLC.
3. As part of my regular job duties, I have knowledge of and access to business records relating to the Accounts (as defined below). These records are kept by Sherman Originator III LLC in the regular course of business. It is in the regular course of business of Sherman Originator III LLC for an employee or representative with personal knowledge of the act, event, condition, or opinion recorded to make memorandum or records, or to transmit information thereof, at or near the time of the act or event recorded, or reasonably soon thereafter.
4. On March 28, 2016 Sherman Originator III LLC sold a pool of charged-off accounts (hereinafter referred to collectively as "Accounts"), described on computer file which specifically references each account in the data file, named [REDACTED] (the "Computer File") by a Purchase and Sale Agreement and a Bill of Sale and Assignment to Midland Funding LLC (the "Buyer") (such transaction being the "Sale"). Sherman Originator III LLC had previously bought the Accounts on March 14, 2016.
5. The originating creditor and prior servicer of the Accounts was Credit One Bank, N.A. Prior to the Sale, Sherman Originator III LLC had previously bought the Accounts on March 14, 2016 from Credit One and its affiliates. On the Sale Date, Sherman Originator III LLC had clear and marketable title to the Accounts and neither Credit One, nor any affiliate of Credit One, or any other party has retained any right, title or interest in the Accounts.
6. Pursuant to the Sale, Sherman Originator III LLC sold, transferred, assigned, conveyed, granted, bargained, set over and delivered to the Buyer and its successors and assigns as of the Sale Date: (i) good and marketable title to the Accounts; (ii) the right to any future payments made arising out of the Accounts whether due on the Sale date or accruing thereafter under the terms of the applicable Account terms, (iii) any unpaid balance related to the Accounts, and (iv) all account documents in seller's possession. All of the Accounts transferred to Buyer were transferred free and clear of any encumbrance, equity, lien, pledge, charge, claim or security interest of any kind. I am not aware of any errors or defects related to the Accounts, the Computer File, the account documents, or Sherman Originator III LLC's ownership of and title to the Accounts.
7. In connection with the sale of the Accounts, various records in different formats were transferred to or otherwise made available to the Buyer (the "Business Records"). These Business Records were kept by Sherman Originator III LLC in the regular course of business. It was within Sherman Originator III LLC's regular course of business for a representative with personal knowledge of the act, event, condition, or opinion recorded to make memorandums or records or to transmit information thereof to be included in

\*  
Credit One  
Sold re  
debt of  
February 29<sup>th</sup>  
2016

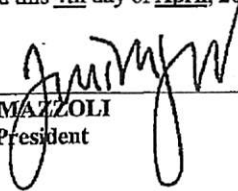
— No Mention<sup>2</sup> of MHC Receivables  
Any where



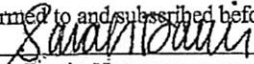
memorandums or records. Any such memorandums or records were created at or near the time of the act or event recorded or reasonably soon thereafter. To the extent that the Business Records include records that were prepared by a third party, an agent, an affiliate, or a subsidiary, those records were incorporated into the records of Sherman Originator III LLC becoming part of its own Business Records.

The above statements are true to the best of my knowledge.

Signed this 4th day of April, 2016

  
\_\_\_\_\_  
JON MAZZOLI  
Vice President

Affirmed to and subscribed before me this 4th day of April, 2016

  
\_\_\_\_\_  
Sarah Davis, Notary  
SARAH DAVIS  
Notary Public - State of South Carolina  
My Commission Expires  
September 11, 2022

↑ Whenever you see  
dots around a signature  
its a cut and paste job  
possibility

CERTIFICATE OF CONFORMITY

I, Anna Hamilton, an attorney-at-law admitted to practice in the State of South Carolina and fully acquainted with the laws of the State of South Carolina pertaining to the acknowledgement or proof of deeds of real property to be recorded therein, do hereby certify that I am duly qualified to make this certificate of conformity and that the acknowledgement or proof upon the affidavit taken by Sarah Davis, notary public in the State of South Carolina, in the manner prescribed by the laws of the State of South Carolina and conforms to the laws thereof in all respects.

IN WITNESS WHEREOF, I have hereunto set my signature, on April 4, 2016.

Anna Hamilton

Anna Hamilton  
Attorney at Law, State of South Carolina

Deeds of  
Real Property??

These are credit  
card debts



**BILL of SALE**

For value received and in further consideration of the mutual covenants and conditions set forth in the [REDACTED] Purchase Agreement (the "Agreement"), dated as of this 21st day of July, 2015 by and between Synchrony Bank formerly known as GE Capital Retail Bank ("Seller"), and Midland Funding LLC ("Buyer"), Seller hereby transfers, sells, conveys, grants, and delivers to Buyer, its successors and assigns, without recourse except as set forth in the Agreement, to the extent of its ownership, the Receivables as set forth in the Notification Files (as defined in the Agreement), delivered by Seller to Buyer on November 20, 2015, and as further described in the Agreement.

Synchrony Bank

By: Ken Wojcik

Ken Wojcik

Title: SVP Collections & Recovery

- No Name of Debtor
- No Account #
- No Assignment
- GE Does not exist

Purchase Price Reconciliation/Funding Instructions

November 20, 2015

To: Midland

This [REDACTED] T, is made this 21st day of July, and between Synchrony Bank formerly known as GE Capital Retail Bank ("Seller") and Midland Funding, LLC ("Buyer") with reference to the following facts and circumstances:

Portfolio [REDACTED]

Agcy\_Atty Code [REDACTED]

Total Number of Accounts [REDACTED]

Outstanding Balances on Transfer Date [REDACTED]

Cut-Off Date November 20, 2015

Transfer Date November 20, 2015

Purchase Price Factor [REDACTED]

Purchase Price [REDACTED]

0% Holdout [REDACTED]

Amount of Wire transfer [REDACTED]

Date of Funding: November 24, 2015

Bank: [REDACTED]

ABA No. [REDACTED]

Account No: [REDACTED]

Account Holder: [REDACTED]

Location: [REDACTED]

*Says Nothing!*



AFFIDAVIT OF SALE  
OF ACCOUNT  
BY ORIGINAL CREDITOR

State of Minnesota County of Ramsey


Nicolei Nasrabadi being duly sworn, deposes and says:

I am over 18 and not a party of this action. I am an Affidavit Documentation Specialist of Synchrony Bank formerly known as GE Capital Retail Bank. In that position I have access to creditor's books and records, and am aware of the process of the sale and assignment of electronically stored business records.

On or about 11/20/2015 Synchrony Bank formerly known as GE Capital Retail Bank sold a pool of charge-off accounts (the Accounts) by a Purchase and Sale Agreement and a Bill of Sale to Midland Funding LLC. As part of the sale of the Accounts, electronic records and other records were transferred on individual Accounts to the debt buyer. These records were kept in the ordinary course of business of Synchrony Bank formerly known as GE Capital Retail Bank.

The Creditor has a process to detect and correct errors on these accounts. The above statements are true to the best of my knowledge.

Signed this 15<sup>th</sup> day of December, 2015

  
Nicolei Nasrabadi

Signed and sworn to before me this 15<sup>th</sup> day of December, 2015 by Jennifer Cecka

(Notary Stamp)





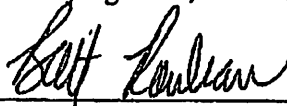
NY AOS 1.2 6/2/2014 - St. Paul

— No Name of Debtor  
— No Account Number  
— No Assignment of Debt

**BLANKET CERTIFICATE OF CONFORMITY FOR NOTARY JENNIFER CECKA**

I, Brett Rouleau, an attorney-at-law admitted to practice in the State of Minnesota and fully acquainted with the laws of the State of Minnesota do hereby certify that I am duly qualified to make this certificate of conformity and that the acknowledgement or proof upon the affidavits of merit were taken by Notary Jennifer Cecka, a notary public in the State of Minnesota, in the manner prescribed by the laws of the State of Minnesota and confirms to the laws thereof in all respects.

IN WITNESS WHEREOF, I have hereunto set my signature, on December 15, 2015.



\_\_\_\_\_  
Brett Rouleau  
Attorney at Law, State of Minnesota

Says Nothing

Field	Field Data
Account_Number	[REDACTED]
Customer_ID	*****1393
Name	[REDACTED]
Account_Address_1	PO BOX 130208
City	ANN ARBOR
State	MI
Zip_Code	4811
Home_Phone_Number	0000000000
Work_Phone_Number	0000000000
Birth_Date	[REDACTED]
Contract_Date	20100423
ChargeOff_Date	20151021
Last_Payment_Date	20151102
Last_Purchase_Date	20141020
Last_Payment_Amount	100
ChargeOff_Amount	5820
Associated_Costs	0
Accrued_Interest	2482.05
Sale Amount	8202.05

Not Created by Midland

Data printed from electronic records provided by Synchrony Bank formerly known as GE Capital Retail Bank pursuant to the Bill of Sale / Assignment of Accounts transferred on or about 11/24/2015 in connection with the sale of accounts from Synchrony Bank formerly known as GE Capital Retail Bank to Midland Funding, LLC.

- Proves Nothing  
 - No 803(6)