

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

Deutsche Bank National Trust Company, : Case No. _____
as trustee of Argent Mortgage Securities, :
Inc. Asset Backed Pass Through : Judge _____
Certificates, Series 2006-W3 under the :
Pooling and Servicing Agreement Dated as : FORECLOSURE COMPLIANCE
of March 1, 2006, Without Recourse : AFFIDAVIT
: :
Plaintiff, : :
:

vs.

Clayborne Moore Jr., et al.

Defendants.

STATE OF California)
) SS
COUNTY OF Orange)

Mark Thomas ("Affiant"), being first duly sworn according to law,

deposes and says on the basis of personal knowledge:

1. Affiant is an employee of AMC Mortgage Services, the loan servicing agent for Deutsche Bank National Trust Company, as trustee of Argent Mortgage Securities, Inc. Asset Backed Pass Through Certificates, Series 2006-W3 under the Pooling and Servicing Agreement Dated as of March 1, 2006, Without Recourse (the "Plaintiff") and is competent to testify to the matters stated in this Affidavit. AMC Mortgage Services, as loan servicing agent for Plaintiff, has custody of, and maintains records related to, the promissory note and mortgage that are the subject of this foreclosure action.
2. Plaintiff is the owner and holder of the promissory note and mortgage referenced in the Complaint and has standing to enforce its rights under the note and mortgage and is therefore the real party in interest.

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3. Clayborne Moore Jr. signed the promissory note and thus promised, among other things, to make monthly payments on or before the date such payments were due. A copy of the note is attached to Plaintiff's complaint.
4. To secure payment of amounts due under the promissory note, Clayborne Moore Jr. executed and delivered the mortgage attached to Plaintiff's Complaint ("Mortgage") in favor of Mortgagee.
5. The Mortgage conveys to the Plaintiff property commonly known as 3478 West 45th Street, Cleveland, OH 44102, parcel no. 016-23-095. The legal description of the Property is referenced in the Complaint.
6. The note and mortgage are in default because monthly payments have not been made.
7. A written notice of default was given in accordance with the terms of the note and mortgage. The default was not cured, and thus the sums due under the note were accelerated. As a result, the full amount of principal and interest due under the note are now required to be paid. Also required to be paid are all costs and expenses incurred in enforcing the note to the extent that the payment of such amounts is not prohibited by Ohio law.
8. There is due and payable on the Note principal in the amount of \$76,284.08, exclusive of interest, costs and attorney's fees.
9. There is further due and payable on the Note interest on the unpaid principal at the rate of 11.2% from October 1, 2006. Late charges, advances made for the payment of taxes, assessments, and insurance premiums, and expenses incurred for the enforcement of the note and mortgage may also be due, to the extent that the payment of such amounts is not prohibited by Ohio law. If necessary, the final amount of some or all of these items will

be established at a later date.

10. A true and accurate copy of the history of payments made by Defendant Clayborne Moore Jr., as due under the Note which is the subject of this action, is attached hereto as an exhibit.
11. Affiant further says that the Note has an adjustable interest rate. The original interest rate was 11.2%. The Promissory Note provided that the interest rate would change beginning on January 1, 2009 and every six months thereafter.
12. To the best of Affiant's knowledge, Clayborne Moore Jr. is not a minor, incompetent or in the Military Service, as such term is defined in Section 101 (2) of the Servicemembers Civil Relief Act, as amended, which amended the Soldiers' and Sailors' Civil Relief Act of 1940, 50 U.S.C. App. § 501.
13. Further Affiant sayeth naught.


-- Affiant

Subscribed and sworn to before me, a Notary Public, this 7th day of Feb, 2007.



Notary Public

