

In the Circuit Court of the Fifth Judicial Circuit
In and for Hernando County, Florida

WELLS FARGO BANK, N.A., Successor)
by merger to Wells Fargo Bank Minnesota,)
National Association, Solely in its capacity)
as Trustee, under the Pooling and Servicing)
Agreement dated September 1, 1999,)
Home Equity Loan Backed Certificates,)
Series 1999-3)
 plaintiff,)
 and defendant on counterclaim,)
vs.)
Samuel Clay Adams, et. al.,)
 defendants,)
vs.)
Anthony Edward Lipinski,)
 defendant on crossclaim)

Case No. CA-08-2364

Notice of Filing
First Request for Discovery

FILED FOR RECORD
KAREN NICOLA CLERK
HERNANDO COUNTY, FL.
2008 AUG 19 AM 12:44

Notice of Filing

Defendant Samuel Clay Adams hereby gives notice to the Court of the filing of his first request for discovery, including requests for production of documents, requests for admissions, and interrogatories.

Respectfully submitted on this 19th day of August, 2008.



Samuel Clay Adams
c/o 24478 Mae Hight Road
Brooksville, Florida [34601]
phone/fax: 352-799-6290

Certificate of Service

I, Samuel Clay Adams, certify that on the 19th day of August, 2008, a true and correct copy hereof was served upon the attorney for the plaintiff by both mail and facsimile transmission to:

Anthony Edward Lipinski
Law Office of Butler & Hosch, P.A.
3185 South Conway Road, Suite E
Orlando, Florida 32812
Fax no. (407) 381-5577



Samuel Clay Adams

In the Circuit Court of the Fifth Judicial Circuit
In and for Hernando County, Florida

WELLS FARGO BANK, N.A., Successor)
by merger to Wells Fargo Bank Minnesota,)
National Association, Solely in its capacity)
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Samuel Clay Adams' First Request for Discovery

To: Named plaintiff, WELLS FARGO BANK, N.A., Successor by merger to Wells Fargo Bank Minnesota, National Association, Solely in its capacity as Trustee, under the Pooling and Servicing Agreement dated September 1, 1999, Home Equity Loan Backed Certificates, Series 1999-3; hereinafter referred to as "WELLS FARGO BANK, N.A"

1. Request for Production of Documents

Pursuant to Florida Rule of Civil Procedure rules 1.280 and 1.351, defendant Samuel Clay Adams hereby requests that named plaintiff WELLS FARGO BANK, N.A. produce the following documents for inspection and copying at a location within the venue of the court, Hernando County Florida, within thirty days of this request. Samuel Clay Adams asks to be informed of the date, time, and place where the requested documents can be copied by his agent; or in the alternative, WELLS FARGO BANK, N.A. may furnish a legible, true and correct copy of each requested document to Samuel Clay Adams at his mailing address as given below, except for the requested promissory note which Samuel Clay Adams requests be presented in open court. The requested documents, excepting the promissory note,¹ are to be served upon Samuel Clay Adams within thirty (30) days after service of this request for production of documents.

¹ Samuel Clay Adams requests that counsel purporting to represent WELLS FARGO BANK, N.A., within 30 days of this request for production of documents, set a hearing with the Court for viewing of the note.

Instructions to Request for Production of Documents:

1. This request for production of documents is directed toward all information known or available to WELLS FARGO BANK, N.A. including information contained in the records and documents in WELLS FARGO BANK, N.A.'s custody or control or available to WELLS FARGO BANK, N.A. upon reasonable inquiry. Where requested documents do not exist, please state that the document does not exist.
2. Each request for production of documents is to be deemed a continuing one. If, after serving any requested document, an authorized officer of WELLS FARGO BANK, N.A. obtains any further documentation pertaining to that request for production, WELLS FARGO BANK, N.A. is requested to serve a supplemental answer setting forth copies of additional documents.

Definitions

1. WELLS FARGO BANK, N.A. includes any and all persons acting for or in concert with WELLS FARGO BANK, N.A..
2. "Document" includes every piece of paper held in WELLS FARGO BANK, N.A.'s possession or generated by WELLS FARGO BANK, N.A.
3. "Samuel Clay Adams" includes all nick-names, pseudonyms and/or misnomers in any papers or documents referencing the defendant or any liability or obligation attributable to him, including Sam Adams, Samuel Adams, Samuel C. Adams, SAMUEL ADAMS, SAMUEL C. ADAMS, and/or SAMUEL CLAY ADAMS.

Documents Requested

1. Subject to the foregoing conditions, produce the original promissory note signed by Samuel Clay Adams and /or alienable in this instant case. If none, state "none."
2. Produce a copy of the allonge attached to the promissory note obligating Samuel Clay Adams and /or alienable in this instant case showing an assignment of the promissory note to WELLS FARGO BANK, N.A. If none, state "none."
3. Produce the Pooling and Servicing Agreement dated September 1, 1999 referenced by the plaintiff in the caption to this action. If none, state "none."
4. Produce the account and general ledger statement of each and every contract WELLS FARGO BANK, N.A. alleges Samuel Clay Adams has with WELLS FARGO BANK, N.A., showing all receipts and disbursements. If none, state "none."

5. Produce all bills of sale, and allonges and agreements illustrating where the promissory note alienable in this instant case was sold or assigned for value. If none, state "none."
6. Produce all insurance claim information relative to the alleged loss of the promissory note alienable in this instant case. If none, state "none."
7. Produce all contracts, agreements, and/or memos illustrating that Anthony Edward Lipinski or the Law Office of Butler and Hosch has delegated authority to represent WELLS FARGO BANK, N.A. in this instant case. If none, state "none."

2. Requests for Admissions

YOU ARE REQUIRED, pursuant to Florida Rule of Civil Procedure rules 1.280 and 1.370, by and through an authorized officer of your company, to answer completely, in writing, and under oath, the following request for admissions, and to return your answers to this request for admissions to Samuel Clay Adams at his mailing address indicated below, within thirty days of the date of service of these request for admissions.

Instructions to Requests for Admissions

1. These requests for admissions are directed toward all information known or available to plaintiff WELLS FARGO BANK, N.A., including information contained in the records and documents in WELLS FARGO BANK, N.A.'s custody or control or available to WELLS FARGO BANK, N.A. upon reasonable inquiry. Your answer to each request for admission shall specifically deny the matter, or set forth in detail the reasons why you cannot truthfully admit or deny the matter. Where requests for admissions cannot be answered in full, they shall be answered as completely as possible and incomplete answers shall be accompanied by a specification of the reasons for the incompleteness of the answer and of whatever actual knowledge is possessed with respect to each unanswered or incompletely answered request for admission.
2. Each request for an admission is to be deemed a continuing one. If, after serving an answer to any request for an admission, an authorized officer for WELLS FARGO BANK, N.A. obtains or becomes aware of any further information pertaining to that request for admission, the authorized officer for WELLS FARGO BANK, N.A. is requested to serve a supplemental answer setting forth such information.

3. As to every request for an admission which an authorized officer for WELLS FARGO BANK, N.A. fails to answer in whole or in part, the subject matter of that admission will be deemed confessed and stipulated as fact to the court.²

Definitions

1. "You" and "your" include WELLS FARGO BANK, N.A. and any and all persons acting for or in concert with WELLS FARGO BANK, N.A..
2. "Document" includes every piece of paper held in your possession or generated by you.
3. "Samuel Clay Adams" includes all nick-names, pseudonyms and/or misnomers in any papers or documents referencing the defendant or any liability or obligation attributable to him, including Sam Adams, Samuel Adams, Samuel C. Adams, SAMUEL ADAMS, SAMUEL C. ADAMS, and/or SAMUEL CLAY ADAMS.

Admissions Requested

1. Admit or deny that WELLS FARGO BANK, N.A. is not domestic to the state of Florida.
Admitted _____
Denied _____

2. Admit or deny that WELLS FARGO BANK, N.A. has not registered as a business entity with Florida's Secretary of State or his agent.
Admitted _____
Denied _____

3. Admit or deny that WELLS FARGO BANK, N.A. is not chartered as a bank in Florida.
Admitted _____
Denied _____

² The same holds true if a competent fact witness is not named to corroborate compliance with discovery.

4. Admit or deny that WELLS FARGO BANK, N.A. never at any time took possession of the original promissory note obligating Samuel Clay Adams and/or alienable in this instant case.
Admitted _____
Denied _____

5. Admit or deny that the alleged copy of the promissory note submitted as plaintiff's "Exhibit A" attached to the named plaintiff's complaint is not a true and correct copy of any promissory note which WELLS FARGO BANK, N.A. lost or destroyed.
Admitted _____
Denied _____

6. Admit or deny that the alleged copy of the promissory note submitted as plaintiff's "Exhibit A" attached to the named plaintiff's complaint includes no allonge showing any assignment to named plaintiff WELLS FARGO BANK, N.A.
Admitted _____
Denied _____

7. Admit or deny that no paper showing any assignment of the promissory note alienable in this instant case to named plaintiff WELLS FARGO BANK, N.A. ever existed.
Admitted _____
Denied _____

8. Admit or deny that WELLS FARGO BANK, N.A. is not in possession of the account and general ledger statement, authenticated by a competent fact witness, proving a deficiency owed by Samuel Clay Adams.
Admitted _____
Denied _____

9. Admit or deny that absent possession of the account and general ledger statement, authenticated by a competent fact witness, proving a deficiency owed by Samuel Clay Adams, WELLS FARGO BANK, N.A. cannot prove a deficiency owed by Samuel Clay Adams.
Admitted ____
Denied ____
10. Admit or deny that it is the practice of WELLS FARGO BANK, N.A. to charge-off and sell notes in arrears after collecting insurance on the outstanding amount of indebtedness.
Admitted ____
Denied ____
11. Admit or deny that after WELLS FARGO BANK, N.A. charges off and sells evidence of indebtedness, the commercial paper illustrating the duty between the mortgagor and mortgagee or assignee becomes legally uncollectible.
Admitted ____
Denied ____
12. Admit or deny that WELLS FARGO BANK, N.A. is not the real party in interest in these proceedings.
Admitted ____
Denied ____
13. Admit or deny that WELLS FARGO BANK, N.A. has not contracted with Anthony Edward Lipinski, of the Law Office of Butler & Hosch, P.A., 3185 South Conway Road, Suite E, Orlando, Florida 32812 to represent WELLS FARGO BANK, N.A. in these proceedings.
Admitted ____
Denied ____

3. Interrogatories

YOU ARE REQUIRED, pursuant to Florida Rule of Civil Procedure rules 1.280 and 1.340, by and through an authorized officer of your company, to answer completely, in writing, and under oath, the following Interrogatories, and to return your answers to these Interrogatories to Samuel Clay Adams at his mailing address indicated below, within thirty days of the date of service of these Interrogatories.

Instructions to Interrogatories

1. These interrogatories are directed toward all information known or available to plaintiff WELLS FARGO BANK, N.A., including information contained in the records and documents in WELLS FARGO BANK, N.A.'s custody or control or available to WELLS FARGO BANK, N.A. upon reasonable inquiry. Where interrogatories cannot be answered in full, they shall be answered as completely as possible and incomplete answers shall be accompanied by a specification of the reasons for the incompleteness of the answer and of whatever actual knowledge is possessed with respect to each unanswered or incompletely answered interrogatory. If sufficient space for your answer is not provided herein, you may attach additional papers with your answers and refer to your attached answers in the space provided herein.
2. Each interrogatory is to be deemed a continuing one. If, after serving an answer to any interrogatory, an authorized officer for WELLS FARGO BANK, N.A. obtains or becomes aware of any further information pertaining to that interrogatory, the authorized officer for WELLS FARGO BANK, N.A. is requested to serve a supplemental answer setting forth such information.

Definitions

1. "You" and "your" include WELLS FARGO BANK, N.A. and any and all persons acting for or in concert with WELLS FARGO BANK, N.A.
2. "Document" includes every piece of paper held in your possession or generated by you.
3. "Samuel Clay Adams" includes all nick-names, pseudonyms and/or misnomers in any papers or documents referencing the defendant or any liability or obligation attributable to him, including Sam Adams, Samuel Adams, Samuel C. Adams, SAMUEL ADAMS, SAMUEL C. ADAMS, and/or SAMUEL CLAY ADAMS.

Interrogatories

1. State the name, job title, and business address of each person providing information in response to these discovery requests.

2. State the type of business organization WELLS FARGO BANK, N.A. is, and name every State of the union in which it is chartered or registered.

3. State the name, job title, and business address of each person who has first hand personal knowledge of the time and/or circumstances under which the promissory note obligating Samuel Clay Adams and/or alienable in this instant case was lost or destroyed as alleged in the complaint.

4. State the names of all persons or entities, in order of assignment, who at any time were constructive holders or holders in due course of the promissory note obligating Samuel Clay Adams and/or alienable in this instant case prior to its alleged assignment to WELLS FARGO BANK, N.A.

5. Explain why the alleged copy of the promissory note submitted as "Exhibit A" attached to the named plaintiff's complaint includes no allonge showing any assignment of the note to named plaintiff WELLS FARGO BANK, N.A.

6. Describe in detail when, where and how the promissory note obligating Samuel Clay Adams and/or alienable in this instant case came to be lost or destroyed as alleged in the complaint.

7. If named plaintiff WELLS FARGO BANK, N.A. did not keep or cannot produce a copy of an allonge or other paper showing assignment to WELLS FARGO BANK, N.A. of the promissory note obligating Samuel Clay Adams and/or alienable in this instant case, explain why.

Executed on this _____ day of _____, 2008.

name and title of authorized officer or agent
WELLS FARGO BANK, N.A.

State of: _____

County of: _____

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 2008, personally appeared _____, who is () personally known to me, or () proven by proper identification, to be the person who executed the within and foregoing instrument. Type of ID: _____

WITNESS my hand and official seal:

Signature _____
Notary Public

(seal)

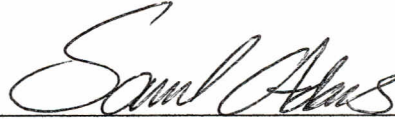
Request for Discovery prepared and submitted by: Samuel Adams

mailing address: Samuel Clay Adams
c/o 24478 Mae Hight Road
Brooksville, Florida 34601
phone/fax: 352-799-6290

Certificate of Service

I, Samuel Clay Adams, certify that on the 19th day of August, 2008, a true and correct copy hereof was served upon the attorney for the plaintiff by both certified mail and facsimile transmission to:

Anthony Edward Lipinski
Law Office of Butler & Hosch, P.A.
3185 South Conway Road, Suite E
Orlando, Florida 32812
Fax no. (407) 381-5577



Samuel Clay Adams

CERTIFIED TO BE A TRUE COPY
KAREN NICOLAI
CLERK OF THE CIRCUIT COURT



BY: Sonya Sanders D.C.

THIS 19 DAY OF Aug A.D. 2008