

Magistrate Stabler,

I sent this to Mr. Ferguson at his law office and felt as though it was important that you have an explanation regarding the lack of my personal signature on the document that Mr. Ferguson never provided me with.

Mr. Ferguson:

September 28, 2011

As you have been made previously aware, I do not have legal representation and so I personally have gone to great lengths to reach you several times via the telephone to no avail. I started as far back as August because I realize you are a very busy man and wanted to allow you as much time as possible to draw up the paperwork that you stated in court you would furnish. I did all of this to prevent having to revisit the courthouse. I looked over the court transcript and the magistrate stated as long as you agreed to draw up the paperwork (Which you clearly did) and I sign it before 60 days have passed, that it would not be necessary for any individual involved in this matter to have to return to court. I took you for your word and though I have left several messages with your secretary promising me that you had received my messages, I have not received a single return phone call from you notifying me of a time that I may come down and sign the documents that Teresa Beretics and I agreed to in court nearly 60 days ago. I send you this certified letter only after exhausting all efforts to try and communicate with you. I am fully aware that the document needs to be signed before returning to court yet again on October 19th, 2011 at 3:00 p.m. This letter in addition to the phone records and the text message that I sent Teresa Beretics before this most recent court date is only proof that I have tried to comply with the court order from the Magistrate.

Mr. Ferguson, I do not enjoy playing games and it seems odd to me that a man of your reputation would entertain any foolishness either, so with one last effort I ask you to please act in the professional manner that I am sure you must be accustomed to and send the document to the address listed below as soon as possible. I will return it promptly with my signature attached.

Sincerely:

Robert C. Beretics

1544 East Market St. Akron, OH
44305

PON
MAUSER

Jennifer Witherspoon, Legal Assistant


David H. Ferguson, Esq.

Lynne M. Earhart, Esq.

330-762-9933

From: Robert Beretics [mailto:robberetics@gmail.com]
Sent: Wednesday, June 20, 2012 11:16 PM
To: David H. Ferguson
Subject: Deed

[Quoted text hidden]

 06-21-2012 mr beretics let.pdf
299K

Robert Beretics <robberetics@gmail.com>
To: "David H. Ferguson" <fattorneydavid@neo.rr.com>

Mon, Jun 25, 2012 at 12:20 PM

Teresa was court ordered to sign this deed 3 years ago. You have given me excuse after excuse for her not signing this deed. I was court ordered to pay off both the first and the second mortgage. Those are the facts. You and your client Teresa Beretics have prevented me from taking care of my obligation to do so. In your last letter, you state that I am responsible for the mortgages as ordered by Judge Quinn in the divorce decree. The court order is the only assurance and gaurantee that you need. Please instruct your client to sign this deed today so that I may fulfill my obligation to take care of the court order. The first mortgage company told your client Teresa Beretics that today is the last day for her to sign.

[Quoted text hidden]

Court ordered 3 years ago
you have insurance the ~~deed~~ decree



Robert Beretics <robberetics@gmail.com>

Paper from second mortgage

1 message

Robert Beretics <robberetics@gmail.com>

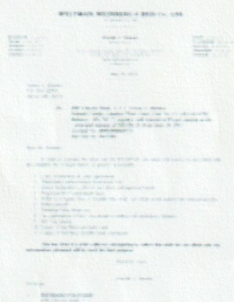
Wed, Jun 20, 2012 at 6:11 PM

To: "David H. Ferguson" <fattorneydavid@neo.rr.com>

Here the paper from the second mortgage co. I just need the deed signed. I can go down and file it my self so I can fax a copy to the first mortgage bank. Don Mausar said I do not need number 8, explanation on deficiency balance. Just put down its a payoff. I do not need number 9,10 or 11 ether. Everything else is at the title co. and ready for closing.

Any problems please me let me know..

Rob Beretics

**Beretics Encl 2 - Citizens 6-20-12.tif**

37K

Sent Dave F copy letter 35,000 letter

David H. Ferguson

From: David H. Ferguson [f attorneydavid@neo.rr.com]
Sent: Thursday, June 21, 2012 11:42 AM
To: 'Robert Beretics'
Subject: RE: Deed
Attachments: 06-21-2012 mr beretics let.pdf

Mr. Beretics,

Enclosed please find correspondence from Attorney Ferguson.

Jennifer Witherspoon, Legal Assistant
David H. Ferguson, Esq.
Lynne M. Earhart, Esq.
330-762-9933

From: Robert Beretics [mailto:robberetics@gmail.com]
Sent: Wednesday, June 20, 2012 11:16 PM
To: David H. Ferguson
Subject: Deed

To Attorney David Ferguson:

I spoke with Teresa Beretics Tuesday and Wednesday of this week. She assured me yesterday that she is going to sign the deed to the 3638 Birdland property in your office on Thursday morning. I spoke with you a few days ago on the phone, you told me that if I provided you with a guaranteed letter from the second mortgage, you would then advise your client Teresa Beretics to sign the quit claim deed for the Birdland property. It is impossible to obtain a guaranteed payoff letter, however I spoke with Attorney Donald Mauser several times in reference to the \$35,000 payoff, he told me to fill out the paperwork that he requested and get it to him as quickly as possible. In order to complete the paperwork that he has requested of me, if you will please refer to line 3, you will see that I must have an approval letter for \$35,000 from the first mortgage company. The first mortgage company will not proceed any further without a signature from Teresa Beretics on the quit claim deed for the 3638 Birdland property. Teresa informed our son Rob that she signed the deeds on Tuesday, I called your law office to confirm this information and the legal secretary told me that Teresa had just left your office and there were four deeds sitting on your desk. I made the assumption that all four deeds were signed. I then called the first mortgage company, explained to them that Teresa signed the deed, and they told me that if I provided them with a certified copy of the deed by Thursday, that they would allow me a little more time to complete the whole process. The bank is under the impression that the deed has already been signed and recorded. As you can clearly see, time is of the essence and the deed must be signed by Teresa tomorrow or this entire deal is off the table. I would appreciate your immediate attention to this matter, I have tried since the beginning of April to get this quit claim deed signed and recorded so that this entire matter can be resolved once and for all.

Thank You;

Robert Beretics



David H. Ferguson

From: Robert Beretics [robberetics@gmail.com]
Sent: Monday, July 09, 2012 9:52 AM
To: David H. Ferguson
Subject: Regarding permission slip

I texted Teresa with the information and fax number she needed to take care of this. She texted me later that day and said she got off at 6:00. I then texted her back and let her know how important the permission slip is and that I was out of time. She then texted me 2 days later and told me to have the person send over the permission slip to you. The bank is tired of waiting . They want to go to a deed and lie . I am tired also. I have been trying to work with Teresa and your office since March to settle this matter. I pleaded with Teresa and texted her over the weekend to let her know how important this is. Ferguson, I called your office last Tuesday and informed your legal assistant how important this permission slip is and how soon I needed it, and that I was out of time. I never recieved a return phone call from your office.



David H. Ferguson

From: Robert Beretics [robberetics@gmail.com]
Sent: Monday, July 23, 2012 6:07 PM
To: David H. Ferguson

Mr Feguson;

As you know I was unable to complete the process of a short sale on the 3638 Birdland property. In early March, I was approved for a short sale, I had all of the paperwork together, a buyer for the house, and everything submitted to the title company. The title company then informed me that a quit claim deed was never filed on your behalf after you were instructed to do so more than three years ago to this date by the court. Several attempts to gain nothing more than a simple signature from your client Teresa Beretics were made, and the deadline and two seperate extensions by the bank that I had to plead with them for ran out. The bank then threatened foreclosure, and it was only then after the deadline was up that Teresa signed the quit claim deed. I needed an approval from Teresa to discuss the second mortgage due to the fact that Teresa's name was the only one on the loan. In addition to contacting Teresa several times with no reply, I left messages explaining that friday was the last day for her to sign and fax her approval. I contacted your office, not once, but twice, spoke with your legal secretary and explained that I needed a permission slip with Teresa's signature to wrap up the short sale. I explained that time was of the essence and that it was absolutely imperative that Ms. Beretics sign this approval letter and fax it immediately to the appropriately given number. Jennifer told me that she would give Mr. Ferguson the message as soon as he returned to the law office. Once again I recieved no return phone call from either your law office or your client informing me of any information regarding this matter. After repeated attempts to gain any cooperation whatsoever on any level by your office or your client. I exhausted every effort on my behalf to take care of both the first and the second mortgage as I was instructed by the court to do. Your client has prevented me from being able to wrap things up regarding these matters and therefore may be solely responsible to complete the process herself from this point forward. If there is any doubt in your mind that every effort on my behalf has been made to wrap this matter up, I can send you one of several recordings between myself, your office, your legal secretary and your client to prove my intent from the start. I am sure that the court would realize the efforts that I have made and the complete lack of cooperation on your part and your clients to resolve this situation and find in my favor because I have followed every instruction that the court has ordered me to follow from the very beginning.



David H. Ferguson

From: Robert Beretics [robberetics@gmail.com]
Sent: Monday, June 25, 2012 12:20 PM
To: David H. Ferguson
Subject: RE: Deed

Teresa was court ordered to sign this deed 3 years ago. You have given me excuse after excuse for her not signing this deed. I was court ordered to pay off both the first and the second mortgage. Those are the facts. You and your client Teresa Beretics have prevented me from taking care of my obligation to do so. In your last letter, you state that I am responsible for the mortgages as ordered by Judge Quinn in the divorce decree. The court order is the only assurance and guarantee that you need. Please instruct your client to sign this deed today so that I may fulfill my obligation to take care of the court order. The first mortgage company told your client Teresa Beretics that today is the last day for her to sign.

On Jun 21, 2012 11:41 AM, "David H. Ferguson" <fattorneydavid@neo.rr.com> wrote:

Mr. Beretics,

Enclosed please find correspondence from Attorney Ferguson.

Jennifer Witherspoon, Legal Assistant

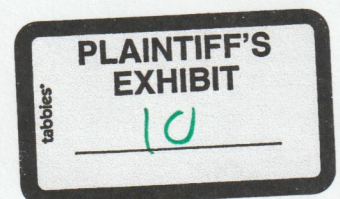
David H. Ferguson, Esq.

Lynne M. Earhart, Esq.

330-762-9933

From: Robert Beretics [mailto:robberetics@gmail.com]
Sent: Wednesday, June 20, 2012 11:16 PM
To: David H. Ferguson
Subject: Deed

To Attorney David Ferguson:



David H. Ferguson

From: Robert Beretics [robberetics@gmail.com]
Sent: Monday, June 25, 2012 12:20 PM
To: David H. Ferguson
Subject: RE: Deed

Teresa was court ordered to sign this deed 3 years ago. You have given me excuse after excuse for her not signing this deed. I was court ordered to pay off both the first and the second mortgage. Those are the facts. You and your client Teresa Beretics have prevented me from taking care of my obligation to do so. In your last letter, you state that I am responsible for the mortgages as ordered by Judge Quinn in the divorce decree. The court order is the only assurance and guarantee that you need. Please instruct your client to sign this deed today so that I may fulfill my obligation to take care of the court order. The first mortgage company told your client Teresa Beretics that today is the last day for her to sign.

On Jun 21, 2012 11:41 AM, "David H. Ferguson" <fattorneydavid@neo.rr.com> wrote:

Mr. Beretics,

Enclosed please find correspondence from Attorney Ferguson.

Jennifer Witherspoon, Legal Assistant

David H. Ferguson, Esq.

Lynne M. Earhart, Esq.

330-762-9933

From: Robert Beretics [mailto:robberetics@gmail.com]
Sent: Wednesday, June 20, 2012 11:16 PM
To: David H. Ferguson
Subject: Deed

To Attorney David Ferguson:

