

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TENNESSEE
NORTHEASTERN DIVISION**

In re:

JEFFREY LYNN FIELDS AND
KIMBERLY BLAIR FIELDS,

Debtors.

Chapter 13

Case No. 2:05-bk-52855

**AFFIDAVIT OF BANK OF AMERICA (FIA CARD SERVICES)/FORMERLY MBNA
AMERICA BANK, N.A. IN SUPPORT OF CLAIM NUMBER 9**

I, Joseph Plummer, of legal age, certify as follows:

1. I am employed by Bank of America (FIA Card Services)/formerly MBNA America Bank, N.A. ("Bank of America") as an Assistant Vice President. I have knowledge of the record keeping policies and procedures of Bank of America as they relate to bankrupt accounts and have knowledge of the card products issued by Bank of America. If called, I could competently testify to the following.
2. On or about January 1995, Jeffrey Fields applied for a credit card account with AmSouth Bank. AmSouth Bank designated the account as number 5299092322491610. Due to the age of the account, the account application is no longer available.
3. On or about July 2005, Debtor's AmSouth Bank credit card account number was converted to a Bank of America (formerly MBNA America Bank, N.A.) credit card account number 74980761148190.

4. An account statement dated August 4, 2005 was provided by Bank of America to the Debtor. The account statement is attached hereto as Exhibit "A". The account statement indicates a balance of \$751.35. No further payments have been received on the account.

5. The account statements are generated monthly, at the close of the month in which the account activity recorded therein occurred.

6. The account statements are kept in the course of Bank of America's regularly conducted lending activity.

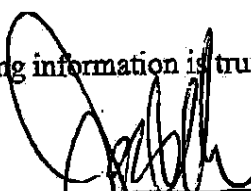
7. The account statements were made by Bank of America's regularly conducted lending activity as a regular record-keeping practice.

8. Bank of America sold the Debtor's Account to eCAST Settlement Corporation. A true and correct copy of the Bill of Sale from Bank of America to eCAST Settlement Corporation is attached hereto and made a part hereof as Exhibit "B".

9. Bank of America has no further interest in said debt for any purpose.

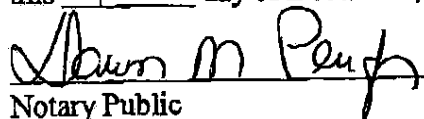
I certify under penalty of perjury the foregoing information is true and correct.

12/11/06
Dated


Joseph Plummer
Bank of America (FIA Card Services)/
formerly MBNA America Bank, N.A.
P.O. Box 15168
Wilmington, DE 19885-9305

Sworn to and subscribed before me

this 11 day of December, 2006


Notary Public

DAWN M. PEUGH
Notary Public - State of Delaware
My Commission Expires 12/12/06

AmSouth Bank

CUSTOMER SINCE
1995

Make check
payable to:

MBNA AMERICA
P.O. BOX 15102
WILMINGTON, DE 19886-5102

06

JEFFREY L FIELDS
1379 BIG SPRINGS RD
BLUFF CITY TN 37618-212379

B

18190
18190

ACCOUNT NUMBER		CREDIT LINE	CASH OR CREDIT AVAILABLE	DAYS IN CYCLE	CLOSING DATE	TOTAL MINIMUM PAYMENT DUE	PAYMENT DUE DATE
8 190		\$7,000		30	08/04/05	\$137.00	09/05/05
POSTING DATE	TRANS DATE	REFERENCE NUMBER	DEBIT	CREDIT	TRANSACTIONS	CHARGES	CREDITS (CR)
					AUGUST 2005 STATEMENT		

IMPORTANT NEWS

YOUR ACCOUNT IS SCHEDULED TO BE WRITTEN OFF AS A BAD DEBT IN YOUR NEXT BILLING CYCLE. CALL 1-866-601-7208 FOR PAYMENT PLANS.

SUMMARY OF TRANSACTIONS

Previous Balance	Payments and Credits	+ Advances	+ Other Charges	+ Periodic Rate Finance Charges	+ Transaction Fee Finance Charges	New Balance Total	TOTAL MINIMUM PAYMENT DUE	
\$751.35	\$0.00	\$0.00	\$0.00	\$6.17	\$0.00	\$757.52	Next Due Amount	\$120.00
							Current Payment	\$17.00
							Do Not Pay More Than Due	\$137.00

FINANCE CHARGE SCHEDULE		Periodic Rate	Corresponding Annual Percentage Rate	Balance Subject to Finance Charges
Category				
Cash Advances				
A. ADVANCES.....	.027389% DLY	99.99%	\$0.00	
B. ADVANCES.....	.027389% DLY	99.99%	\$0.00	
C. OTHER CHARGES.....	.027389% DLY	99.99%	\$751.35	
D. OTHER BALANCES.....	.000000% DLY	00.00%	\$0.00	

FOR THIS BILLING PERIOD
ANNUAL PERCENTAGE RATE... 9.99%
(Includes Periodic Rate And Transaction Fee Finance Charges)

THIS DOCUMENT IS A COPY OF YOUR STATEMENT. IT IS FOR YOUR RECORDS ONLY. THIS COPY IS NOT AN EXACT DUPLICATE AND MAY NOT INCLUDE MESSAGES WHICH APPEAR IN THE IMPORTANT NEWS BLOCK ON YOUR ORIGINAL PERIODIC STATEMENT.

PAGE 1 OF 1

FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY

- For our automated Direct Connect service, call 1-800-892-6349
- To speak to one of our Customer Satisfaction representatives, call 1-800-892-6349
- For TDD (Telecommunications Device for the Deaf) assistance, call 1-877-850-6831
- Billing rights are preserved only by written inquiry. Mail billing inquiries and all other account inquiries to: MBNA AMERICA P.O. BOX 15027 WILMINGTON, DE 19860-5027

EXHIBIT A



MBNA America Bank, N.A.
Wilmington, Delaware 19884

(302) 453-9930
www.mbna.com

October 1, 2005

Bill of Sale

**eCast
383 Madison Avenue
New York, NY 10179
ATTN: Thomas Choi**

**RE: Sale of Charged off Receivables-Forward Flow Settlement (MBN51610)
Sale from October 2005.**

MBNA America Bank, N.A. (the "Seller"), pursuant to the terms, exclusions and provisions of the Purchase Agreement for Forward Flow Accounts dated as of January 31, 2005, as amended from time to time, between eCast Settlement Corp. (the "Buyer") and the Seller (the "Agreement"), for value received, without recourse, transfers, sells and assigns, to the Buyer, all right, title and interest in and to (i.) each of the Seller's charged-off, unsecured consumer credit card and line of credit accounts, identified in a computer file delivered herewith, with respect to which (x) the debtor of each account filed under Chapter 13 of the United States Bankruptcy Code and (y) the Eligibility Requirements as defined in the Purchase Agreement referred to below are met; and (ii.) all proceeds of such accounts (the "Accounts") after the Cut-off Date for this sale.

Pursuant to this Assignment of Accounts, the Seller stipulates that the Buyer may file a proof of claim in the Chapter 13 proceeding with respect to each Account in the name of the Buyer on behalf of the Seller and its assigns.

Each of the obligations of the Seller required to be performed by the Seller on or prior to the date hereof pursuant to the terms of the Purchase Agreement for Forward Flow Accounts dated January 31, 2005 between the Seller and eCast Settlement Corp. has been duly performed; and all representations and warranties of the Seller made under such Purchase Agreement are true and correct as of the date hereof.

Dated: October 1, 2005 MBNA AMERICA BANK, N.A.

**By: 
Name: Thomas J Feely Jr
Title: Vice President**

EXHIBIT B