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NOTICE OF RECONVEYANCE

Contract # 40011276
Payee: Dan d.b.a.
Loan Resolution Specialist,
FREEDOM MORTGAGE TEAM
ATTN: PAYOFF DEPARTMENT
2201 WEST NORTH AVENUE
CHICAGO, ILLINOIS 60647

Doc#: 0828944085 Fee: \$78.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 10/15/2008 03:06 PM Pg: 1 of 22

Payors: JULIO C VARGAS, JANINA C VARGAS
c/o 2312 NORTH NAGLE AVENUE UNIT 1
CHICAGO [60647] ILLINOIS

We, Julio C Vargas and Janina C Vargas, herein "Settlers, " state the facts contained herein are true, correct, complete, and not misleading, to the best of our personal knowledge. We are Creditors for the legal fictions JULIO C VARGAS, organization #352-64-3753 and JANINA C VARGAS organization #359-78-0093, and have PREPAID EXEMPT status as evidenced by UCC-1 Financing Statement #0825518050 and #0825518051 as the testimony of the Secretary of State Illinois.

On November 14, 2002, Settlers signed for their legal fiction JULIO C VARGAS and JANINA C VARGAS, on a Deed of Trust recorded at Docket # 0030265978, of COOK COUNTY, JULIO C VARGAS and JANINA C VARGAS, herein "BORROWERS," were named as Trustors to a trust presented by Burnet Title LLC that was named as Trustee, hereinafter "TRUSTEE." The BORROWERS as Trustors entrusted the Deed of Trust as a title to be held by the TRUSTEE until the loan #40011276 was paid to FREEDOM MORTGAGE TEAM, as the Beneficiary.

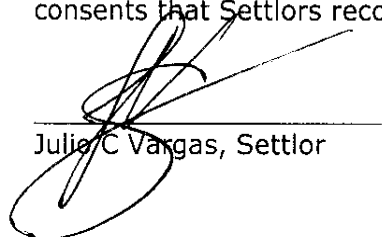
The Deed stated that the BORROWERS as Trustors granted a list of measurements of a fictitious location, entitled legal description to the Beneficiary, which became the property of the Beneficiary as the Grantee.

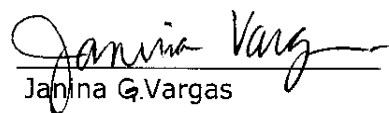
The Settlers signed a Promissory Note for the BORROWER evidencing consideration, and delivered it to the TRUSTEE who accepted the Note as payment for the loan based upon Settlers prepaid exempt status, thereby discharging the debt the BORROWERS, as Trustors, had with the Beneficiary.

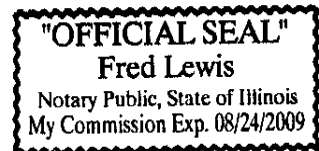
The TRUSTEE inadvertently failed to register the Promissory Note and therefore the Cook County Recorder as Public Fiduciary will register and deliver this security to Beneficiary's agent as evidence that the loan has been discharged for the public record and that the trust has been executed and hereby terminated.

The Beneficiary has ten (10) days to record a FULL RECONVEYANCE to original TRUSTORS.

In the event a FULL RECONVEYANCE is not recorded in ten (10) days, beneficiary consents that Settlers record the Reconveyance in Beneficiary's behalf.


Julio C Vargas, Settlor


Janina C Vargas



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1684055

NOTE

FHA Case No.
137-1755819-203B

Multistate
40011276

NOVEMBER 14, 2002
(Date)

2312 North Nagle Avenue, Unit 1, Chicago, ILLINOIS 60707
(Property Address)

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means FREEDOM MORTGAGE TEAM, INCORPORATED

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of ONE HUNDRED EIGHTY SEVEN THOUSAND TWO HUNDRED FIFTY FOUR AND 00/100

Dollars (U.S. \$ 187,254.00) plus interest, to the order of Lender. Interest will be charged on unpaid principal from the date of disbursement of the loan proceeds by Lender, at the rate of SIX AND ONE HALF percent (6.5000 %) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on JANUARY 1, 2003. Any principal and interest remaining on the first day of DECEMBER 2032 will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at 2201 WEST NORTH AVENUE CHICAGO, ILLINOIS 60647 or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 1,183.57. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

Graduated Payment Allonge Growing Equity Allonge Other (specify)

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

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6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **FOUR** percent (**4.0000** %) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

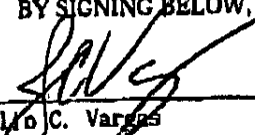
Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.


9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.



Julio C. Vargas (Seal)
-Borrower



Janina G. Vargas (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

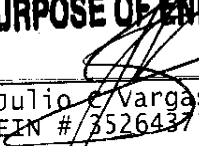
(Seal)
-Borrower

PAY TO THE ORDER OF
NIT LENDING, ITS SUCCESSORS AND/OR ASSIGNS
33 MAIDEN LANE, 6TH FLOOR
NEW YORK, NEW YORK 10038

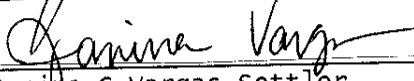
WITHOUT RECOURSE ON NOVEMBER 14, 2002

FREEDOM MORTGAGE TEAM, INCORPORATED
2201 WEST NORTH AVENUE
CHICAGO, ILLINOIS 60647

**ALLONGE ATTACHED FOR THE
PURPOSE OF ENDORSING THE NOTE**



Julio C. Vargas Settlor
EIN # 352643753 PREPAID



Janina G. Vargas Settlor
EIN # 359780093 PREPAID

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Julio C Vargas, Janina C Vargas
 c/o 2312 North Nagle
 Chicago [60647] Illinois

**FREEDOM MORTGAGE TEAM
 ATTN: PAYOFF DEPARTMENT
 2201 WEST NORTH AVENUE
 CHICAGO, ILLINOIS 60647**

Certified Mail #:

October 15, 2008

**RESPA QUALIFIED WRITTEN REQUEST,
 COMPLAINT, DISPUTE OF DEBT & VALIDATION OF
 DEBT LETTER, TILA REQUEST**

This letter is a "qualified written request" in compliance with and under the Real Estate Settlement Procedures Act, 12 U.S.C. Section 2605(e) and Regulation X at 24 C.F.R. 3500, and The Gramm Leach Bliley Act.

REF: Alleged Account #40011276 [FHA Case No. 137-1755819-203B]

Dear: PRESIDENT/ VICE PRESIDENT (FREEDOM MORTGAGE TEAM):

We are writing to you to complain about the accounting and servicing of this mortgage and our need for understanding and clarification of various sale, transfer, funding source, legal and beneficial ownership, charges, credits, debits, transactions, reversals, actions, payments, analyses and records related to the servicing of this account from its origination to the present date.

To date, the documents and information we have, that you have sent, and any conversations with your service representatives, have been unproductive and have not answered many questions. It is our understanding that your company may have been accused of engaging in one or more predatory servicing or lending and servicing schemes. As a consumer, we are extremely concerned about such practices by anyone, let alone this mortgage company or anyone who has any interest this matter. We are concerned that such abuses are targeting the uneducated and uninformed consumer and disadvantaged, poor, elderly and minority Americans.

Needless to say, we are most concerned. We are worried that potential fraudulent and deceptive practices by unscrupulous mortgage brokers; sales and transfers of mortgage servicing rights; deceptive and fraudulent servicing practices to enhance balance sheets; deceptive, abusive and fraudulent accounting tricks and practices may have also negatively affected any credit rating, mortgage account and/or the debt or payments that I am currently, or may be legally obligated to. we hereby demand absolute 1st hand evidence from you of the original uncertificated or certificated security regarding account number 40011276. In the event you do not supply me with the very security it will be a positive confirmation on your part that you never really created

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and owned one. We also hereby demand that a chain of transfer from you to wherever the security is now be promptly sent to us as well. Absent the actual evidence of the security we have no choice but to dispute the validity of your lawful ownership, funding, entitlement right, and the current debt you allege we owe. By debt we are referring to the principal balance you claim we owe; the calculated monthly payment, calculated escrow payment and any fees claimed to be owed by you or any trust or entity you may service or subservice for.

To independently validate this debt, we need to conduct a complete exam, audit, review and accounting of this mortgage account from its inception through the present date. Upon receipt of this letter, please refrain from reporting any negative credit information [if any] to any credit reporting agency until you respond to each of the requests.

We also request that you kindly conduct your own investigation and audit of this account since its inception to validate the debt you currently claim we owe. We would like you to validate this debt so that it is accurate to the penny!

Please do not rely on previous servicers or originators records, assurances or indemnity agreements and refuse to conduct a full audit and investigation of this account.

We understand that potential abuses by you or previous servicers could have deceptively, wrongfully, unlawfully, and/or illegally:

Increased the amounts of monthly payments.

Increased the principal balance I owe;

Increased escrow payments;

Increased the amounts applied and attributed toward interest on this account;

Decreased the proper amounts applied and attributed toward principal on this account; and/or

Assessed, charged and/or collected fees, expenses and misc. charges I am not legally obligated to pay under this mortgage, note and/or deed of trust.

We request you insure that we have not been the victim of such predatory servicing or lending practices.

To insure this, we have authorized a thorough review, examination, accounting and audit of account #40011276 by mortgage auditing and predatory servicing or lending experts. This exam and audit will review this mortgage account file from the date of initial contact, application and the origination of this account to the present date written above.

Again this is a Qualified Written Request under the Real Estate Settlement Procedures Act, codified as Title 12 § 2605 (e)(1)(B) (e) and Reg. X § 3500.21(f)2 of the United States Code as well as a request under Truth In Lending Act [TILA] 15 U.S.C. § 1601, et seq. RESPA provides substantial penalties and fines for non-compliance or failure to answer our questions provided in this letter within thirty [30] days of its receipt!

In order to conduct the examination and audit of this loan, we need to have full and immediate disclosure including copies of all pertinent information regarding this loan. The documents requested and answers to our questions are needed by us and others to insure that this loan:

Was originated in lawful compliance with all federal and state laws, regulations including, but not limited to Title 62 of the Revised Statutes, RESPA, TILA, Fair Debt Collection Act, HOEPA and other laws;

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That any sale or transfer of this account or monetary instrument, was conducted in accordance with proper laws and was a lawful sale with complete disclosure to all parties with an interest;

That the claimed holder in due course of the monetary instrument/deed of trust/asset is holding such note in compliance with statutes, State and Federal laws and is entitled to the benefits of payments;

That all good faith and reasonable disclosures of transfers, sales, Power of Attorney, monetary instrument ownership, entitlements, full disclosure of actual funding source, terms, costs, commissions, rebates, kickbacks, fees etc. were and still are properly disclosed to me;

That each servicers and/or sub-servicers of this mortgage has serviced this mortgage in accordance with statute, laws and the terms of mortgage, monetary instrument/deed of trust;

That each servicers and sub-servicers of this mortgage has serviced this mortgage in compliance with local, state and federal statutes, laws and regulations;

That this mortgage account has properly been credited, debited, adjusted, amortized and charged correctly;

That interest and principal have been properly calculated and applied to this loan;

That any principal balance has been properly calculated, amortized and accounted for; that no charges, fees or expenses, not obligated by me in any agreement, have been charged, assessed or collected from this account;

In order to validate this debt and audit this account, we need copies of pertinent documents to be provided to us. We also need answers, **certified**, in writing, to various servicing questions. For each record kept on computer or in any other electronic file or format, please provide a paper copy of all information in each field or record in each computer system, program or database used by you that contains any information on this account number or our name.

As such, please send to us, at the address above, copies of the documents requested below as soon as possible. Please also provide copies of:

- 1) Any certificated or uncertificated security, front and back, used for the funding of account #40011276.
- 2) Any and all "Pool Agreement(s)" including account #40011276 between FREEDOM TEAM and any government sponsored entity, hereinafter (GSE).
- 3) Any and all "Deposit Agreement(s)" regarding account #40011276 or the "Pool Agreement" including account #40011276 and any GSE.
- 4) Any and all "Servicing Agreement(s)" between FREEDOM MORTGAGE and any GSE.
- 5) Any and all "Custodial Agreement(s)" between FREEDOM MORTGAGE and any GSE.
- 6) Any and all "Master Purchasing Agreement" between FREEDOM MORTGAGE and any GSE.

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- 7) Any and all "Issuer Agreement(s)" between FREEDOM MORTGAGE and any GSE.
- 8) Any and all "Commitment to Guarantee" agreement(s) between FREEDOM MORTGAGE and any GSE.
- 9) Any and all "Release of Document agreements" between FREEDOM MORTGAGE and any GSE.
- 10) Any and all "Master Agreement for servicer's Principle and Interest Custodial Account" between FREEDOM MORTGAGE and any GSE.
- 11) Any and all "Servicers Escrow Custodial Account" between FREEDOM MORTGAGE and any GSE.
- 12) Any and all "Release of Interest" agreements between FREEDOM MORTGAGE and any GSE.
- 13) Any Trustee agreement(s) between FREEDOM MORTGAGE and FREEDOM MORTGAGE trustee regarding account #40011276 or pool accounts with any GSE.
- 14) Please send to the requester a copy of any documentation evidencing any trust relationship regarding the Mortgage/Deed of Trust **and** any Note in this matter.
- 15) Please send to the requester a copy of any and all document(s) establishing any Trustee of record for the Mortgage/Deed of Trust **and** any Note.
- 16) Please send to the requester a copy of any and all document(s) establishing the date of any appointment of Trustee Mortgage/Deed of Trust **and** any Note. Please also include any and all assignments or transfers or nominees of any substitute trustee(s).
- 17) Please send to the requester a copy of any and all document(s) establishing any Grantor for this Mortgage/Deed of Trust **and** any Note.
- 18) Please send to the requester a copy of any and all document(s) establishing any Grantee for this Mortgage/Deed of Trust **and** any Note.
- 19) Please send to the requester a copy of any and all document(s) establishing any Beneficiary for this Mortgage/Deed of Trust **and** any Note.
- 20) Please send to the requester any documentation evidencing the Mortgage or Deed of trust is **not** a constructive trust or any other form of trust.
- 21) All data, information, notations, text, figures and information contained in your mortgage servicing and accounting computer systems including, but not limited to Alltel or Fidelity CPI system, or any other similar mortgage servicing software used by you, any servicers, or sub-servicers of this mortgage account from the inception of this account to the date written above.

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- 22) All descriptions and legends of all Codes used in your mortgage servicing and accounting system so that the examiners, auditors and experts retained to audit and review this mortgage account may properly conduct their work.
- 23) All assignments, transfers, allonge, or other document evidencing a transfer, sale or assignment of this mortgage, deed of trust, monetary instrument or other document that secures payment by me to this obligation in this account from the inception of this account to the present date including any such assignments on MERS.
- 24) All records, electronic or otherwise, of assignments of this mortgage, monetary instrument or servicing rights to this mortgage including any such assignments on MERS.
- 25) All deeds in lieu, modifications to this mortgage, monetary instrument or deed of trust from the inception of this account to the present date.
- 26) The front and back of each and every canceled check, money order, draft, debit or credit notice issued to any servicers of this account for payment of any monthly payment, other payment, escrow charge, fee or expense on this account.
- 27) All escrow analyses conducted on this account from the inception of this account until the date of this letter;
- 28) The front and back of each and every canceled check, draft or debit notice issued for payment of closing costs, fees and expenses listed on any and all disclosure statement(s) including, but not limited to, appraisal fees, inspection fees, title searches, title insurance fees, credit life insurance premiums, hazard insurance premiums, commissions, attorney fees, points, etc.
- 29) Front and back copies of all payment receipts, checks, money orders, drafts, automatic debits and written evidence of payments made by others or us on this account.
- 30) All letters, statements and documents sent to us by your company;
- 31) All letters, statements and documents sent to us by agents, attorneys or representatives of your company;
- 32) All letters, statements and documents sent to us by previous servicers, sub-servicers or others in your account file or in your control or possession or in the control or possession of any affiliate, parent company, agent, sub-servicers, servicers, attorney or other representative of your company.
- 33) All letters, statements and documents contained in this account file or imaged by you, any servicers or sub-servicers of this mortgage from the inception of this account to present date.
- 34) All electronic transfers, assignments, sales of the note/asset, mortgage, deed of trust or other security instrument.
- 35) All copies of property inspection reports, appraisals, BPOs and reports done on the property.

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- 36) All invoices for each charge such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense, which has been charged to this mortgage account from the inception of this account to the present date.
- 37) All checks used to pay invoices for each charged such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense which has been charged to this mortgage account from the inception of this account to the present date.
- 38) All agreements, contracts and understandings with vendors that have been paid for any charge on this account from the inception of this account to the present date.
- 39) All account servicing records, payment payoffs, payoff calculations, ARM audits, interest rate adjustments, payment records, transaction histories, account histories, accounting records, ledgers, and documents that relate to the accounting of this account from the inception of this account until present date?
- 40) All account servicing transaction records, ledgers, registers and similar items detailing how this account has been serviced from the from the inception of this account until present date?

Further, in order to conduct the audit and review of this account, and to determine all proper amounts due, we need the following answers to questions concerning the servicing and accounting of this mortgage account from its inception to the present date. Accordingly, can you please provide us, in writing, the answers to the questions listed below.

ACCOUNT ACCOUNTING & SERVICING SYSTEMS

- 1) Please identify for us each account accounting and servicing system used by you and any sub-servicers or previous servicers from the inception of this account to the present date so that this experts can decipher the data provided.
- 2) For each account accounting and servicing system identified by you and any sub-servicers or previous servicers from the inception of this account to the present date, please provide the name and address of the company or party that designed and sold the system.
- 3) For each account accounting and servicing system used by you and any sub-servicers or previous servicers from the inception of this account to the present date, please provide the complete transaction code list for each system so that we, and others can adequately audit this account.

DEBITS & CREDITS

- 1) In a spreadsheet form or in letter form in a columnar format, please detail for us each and every credit on this account and the date such credit was posted to this account as well as the date any credit was received.
- 2) In a spreadsheet form or in letterform in a columnar format, please detail for us each and every debit on this account and the date debit was posted to this account as well as the date any debit was received.
- 3) For each debit or credit listed, please provide us with the definition for each corresponding transaction code you utilize?

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4) For each transaction code, please provide us with the master transaction code list used by you or previous servicers.

MORTGAGE & ASSIGNMENTS

1) Has each sale, transfer or assignment of this mortgage, monetary instrument, deed of trust or any other instrument we executed to secure this debt been recorded in the county property records in the county and state in which my property is located from the inception of this account to the present date? Yes or No?

2) If not, why?

3) Is your company the servicers of this mortgage account or the holder in due course and beneficial owner of this mortgage, monetary instrument and/or deed of trust?

4) Have any sales, transfers or assignments of this mortgage, monetary instrument, deed of trust or any other instrument we executed to secure this debt been recorded in any electronic fashion such as MERS or other internal or external recording system from the inception of this account to the present date? Yes or No?

5) If yes, please detail for us the names of each seller, purchaser, assignor, assignee or any holder in due course to any right or obligation of any note, mortgage, deed or security instrument we executed securing the obligation on this account that was not recorded in the county records where my property is located whether they be mortgage servicing rights or the beneficial interest in the principal and interest payments.

ATTORNEY FEES

1) For purposes of my questions below dealing with attorney fees, please consider the terms attorney fees and legal fees to be one in the same.

2) Have attorney fees ever been assessed to this account from the inception of this account to the present date?

3) If yes, please detail each separate assessment, charge and collection of attorney fees to this account from the inception of this account to the present date and the date of such assessment to this account?

4) Have attorney fees ever been charged to this account from the inception of this account to the present date?

5) If yes, please detail each separate charge of attorney fees to this account from the inception of this account to the present date and the date of such charge to this account?

6) Have attorney fees ever been collected from this account from the inception of this account to the present date?

7) If yes, please detail each separate collection of attorney fees from this account from the inception of this account to the present date and the date of such collection from this account?

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- 8) Please provide for us the name and address of each attorney or law firm that has been paid any fees or expenses related to this account from the inception of this account to the present date?
- 9) Please identify for us in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement we signed authorized the assessment, charge or collection of attorney fees?
- 10) Please detail and list for us in writing each separate attorney fee assessed to this account and for which corresponding payment period or month such fee was assessed from the inception of this account to present date.
- 11) Please detail and list for us in writing each separate attorney fee collected from this account and for which corresponding payment period or month such fee was collected from the inception of this account to present date.
- 12) Please detail and list for us in writing any adjustments in attorney fees assessed and on what date such adjustment was made and the reasons for such adjustment.
- 13) Please detail and list for us in writing any adjustments in attorney fees collected and on what date such adjustment were made and the reasons for such adjustment.
- 14) Has interest been charged on any attorney fee assessed or charged to this account? Yes or No?
- 15) Is interest allowed to be assessed or charged on attorney fees charged or assessed to this account? Yes or No?
- 16) How much in total attorney fees have been assessed to this account from the inception of this account until present date? \$ _____
- 17) How much in total attorney fees have been collected on this account from the inception of this account until present date? \$ _____
- 18) How much in total attorney fees have been charged to this account from the inception of this account until present date? \$ _____
- 19) Please send to us copies of all invoices and detailed billing statements from any law firm or attorney that has billed such fees that been assessed or collected from this account.

SUSPENSE/UNAPPLIED ACCOUNTS

For purposes of this section, please treat the term suspense account and unapplied account as one in the same.

- 1) Has there been any suspense or unapplied account transactions on this account from the inception of this account until present date?
- 2) If yes, please explain the reason for each and every suspense transaction that occurred on this account? If no, please skip the questions in this section dealing with suspense and unapplied accounts.

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3) In a spreadsheet or in letter form in a columnar format, please detail for us each and every suspense or unapplied transaction, both debits and credits that has occurred on this account from the inception of this account until present date?

LATE FEES

For purposes of my questions below dealing with late fees, please consider the terms late fees and late charges to be one in the same.

- 1) Have you reported the collection of late fees on this account as interest in any statement to us or to the IRS? Yes or No?
- 2) Has any previous servicers or sub-servicers of this mortgage reported the collection of late fees on this account as interest in any statement to us or to the IRS? Yes or No?
- 3) Do you consider the payment of late fees as liquidated damages to you for not receiving payment on time? Yes or No?
- 4) Are late fees considered interest? Yes or No?
- 5) Please detail for me in writing what expenses and damages you incurred for any payment we made that was late.
- 6) Were any of these expenses or damages charged or assessed to this account in any other way? Yes or No?
- 7) If yes, please describe what expenses or charges were charged or assessed to this account?
- 8) Please describe for us in writing what expenses you or others undertook due to any payment we made, which was late?
- 9) Please describe for us in writing what damages you or others undertook due to any payment we made, which was late?
- 10) Please identify for us in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement we signed authorized the assessment or collection of late fees?
- 11) Please detail and list for us in writing each separate late fee assessed to this account and for which corresponding payment period or month such late fee was assessed from the inception of this account to present date.
- 12) Please detail and list for us in writing each separate late fee collected from this account and for which corresponding payment period or month such late fee was collected from the inception of this account to present date.
- 13) Please detail and list for us in writing any adjustments in late fees assessed and on what date such adjustment was made and the reasons for such adjustment.

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- 14) Has interest been charged on any late fee assessed or charged to this account? Yes or No?
- 15) Is interest allowed to be assessed or charged on late fees charged or assessed to this account? Yes or No?
- 16) Have any late charges been assessed to this account? Yes or No?
- 17) If yes, how much in total late charges have been assessed to this account from the inception of this account until present date? \$ _____
- 18) Please provide me with the exact months or payment dates you or other previous servicers of this account claim we have been late with a payment from the inception of this account to the present date.
- 19) Have late charges been collected on this account from the inception of this account until present date? Yes or No?
- 20) If yes, how much in total late charges have been collected on this account from the inception of this account until present date? \$ _____

PROPERTY INSPECTIONS

- 1) For purposes of this section property inspection and inspection fee refer to any inspection of property by any source and any related fee or expense charged, assessed or collected for such inspection.
- 2) Have any property inspections been conducted on my property from the inception of this account until the present date?
- 3) If your answer is no, you can skip the rest of these questions in this section concerning property inspections?
- 4) If yes, please tell us the date of each property inspection conducted on my property that is the secured interest for this mortgage, deed or note?
- 5) Please tell us the price charged for each property inspection?
- 6) Please tell us the date of each property inspection?
- 7) Please tell us the name and address of each company and person who conducted each property inspection on my property?
- 8) Please tell us why property inspections were conducted on our property?
- 9) Please tell us how property inspections are beneficial to us.
- 10) Please tell us how property inspections are protective of our property.
- 11) Please explain to us your policy on property inspections.

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- 12) Do you consider the payment of inspection fees as a cost of collection? Yes or No?
- 13) If yes, why?
- 14) Do you use property inspections to collect debts? Yes or No?
- 15) Have you used any portion of the property inspection process on my property to collect a debt or inform us of a debt, payment or obligation we owe?
- 16) If yes, please answer when and why?
- 17) Please identify for us in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement we signed that authorized the assessment or collection of property inspection fees?
- 18) Have you labeled in any record or document sent to us a property inspection as a misc. advance? Yes or No?
- 19) If yes, why?
- 20) Have you labeled in any record or document sent to us a property inspection as a legal fee or attorney fee? Yes or No?
- 21) If yes, why?
- 22) Please detail and list for us in writing each separate inspection fee assessed to this account and for which corresponding payment period or month such fee was assessed from the inception of this account to present date.
- 23) Please detail and list for us in writing each separate inspection fee collected from this account and for which corresponding payment period or month such fee was collected from the inception of this account to present date.
- 24) Please detail and list for us in writing any adjustments in inspection fees assessed and on what date such adjustment was made and the reasons for such adjustment.
- 25) Please detail and list for us in writing any adjustments in inspection fees collected and on what date such adjustment was made and the reasons for such adjustment.
- 26) Has interest been charged on any inspection fees assessed or charged to this account? Yes or No?
- 27) If yes, when and how much was charged?
- 28) Is interest allowed to be assessed or charged on inspection fees charged or assessed to this account? Yes or No?
- 29) How much in total inspection fees have been assessed to this account from the inception of this account until present date? \$ _____

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- 30) How much in total inspection fees have been collected on this account from the inception of this account until present date? \$ _____
- 31) Please forward to us copies of all property inspections made on my property in this mortgage account file.
- 32) Has any fee charged or assessed for property inspections been placed into escrow account? Yes or no?

BPO FEES

- 1) Have any BPOs [Broker Price Opinions] been conducted on my property?
- 2) If yes, please tell us the date of each BPO conducted on my property that is the secured interest for this mortgage, deed or note?
- 3) Please tell us the price of each BPO?
- 4) Please tell us who conducted each BPO?
- 5) Please tell us why BPOs were conducted on our property
- 6) Please tell us how BPOs are beneficial to us.
- 7) Please tell us how BPOs are protective of our property.
- 8) Please explain to us your policy on BPOs.
- 9) Have any BPO fees been assessed to this account? Yes or No?
- 10) If yes, how much in total BPO fees have been assessed to this account? \$ _____
- 11) Have any BPO fees been charged to this account? Yes or No?
- 12) If yes, how much in total BPO fees have been charged to this account? \$ _____
- 13) Please tell us specifically what clause, paragraph and sentence in the note, mortgage or deed of trust or any agreement we have executed allows you to assess, charge or collect a BPO fee from us.
- 14) Please send to us copies of all BPO reports that have been done on our property.
- 15) Has any fee charged or assessed for A BPO been placed into escrow? Yes or no?

FORCED-PLACED INSURANCE

- 1) Have you placed or ordered any forced-placed insurance policies on our property?
- 2) If yes, please tell us the date of each policy ordered or placed on my property that is the secured interest for this mortgage, deed or note?
- 3) Please tell us the price of each policy?

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- 4) Please tell us the agent for each policy?
- 5) Please tell us why each policy was placed on our property.
- 6) Please tell us how the policies are beneficial to us.
- 7) Please tell us how policies are protective of our property.
- 8) Please explain to us your policy on forced-placed insurance.
- 9) Have any forced-placed insurance fees been assessed to this mortgage or escrow account?
Yes or No?
- 10) If yes, how much in total forced-placed policy fees have been assessed to this account?
\$ _____
- 11) Have any forced-placed insurance fees been charged to this mortgage or escrow account?
Yes or No?
- 12) If yes, how much in total forced-placed insurance fees have been charged to this mortgage or escrow account? \$ _____
- 13) Please tell us specifically what clause, paragraph and sentence in the note, mortgage or deed of trust or any agreement I have executed allows you to assess, charge or collect forced-placed insurance fees from us.
- 14) Do you have any relationship with the agent or agency that placed any policies on our property? If yes, please describe.
- 15) Do you have any relationship with the carrier that issued any policies on our property? If yes, please describe.
- 16) Has the agency or carrier you used to place a forced-placed insurance policy on our property provided you any service, computer system, discount on policies, commissions, rebates or any form of consideration? If yes, please describe.
- 17) Do you maintain a blanket insurance policy to protect your properties when customer policies have expired?
- 18) Please send to us copies of all forced-placed insurance policies that have been ordered on our property.

SERVICING RELATED QUESTIONS

For each of the following questions listed below, please provide me with a detailed explanation in writing that answers each question. In addition, we need the following answers to questions concerning the servicing of this mortgage account from its inception to the present date.

Accordingly, can you please provide us, in writing, the answers to the questions listed below:

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- 1) Did the originator or previous servicers of this account have any financing agreements or contracts with your company or an affiliate of your company?
- 2) Did the originator of this account or previous servicers of this account have a warehouse account agreement or contract with your company?
- 3) Did the originator of this account or previous servicers of this account receive any compensation, fee, commission, payment, rebate or other financial consideration from your company or any affiliate of your company for handling, processing, originating or administering this loan? If yes, please describe and itemize each and every form of compensation, fee, commission, payment, rebate or other financial consideration paid to the originator of this account by your company or any affiliate.
- 4) Please identify for us where the originals of this entire account file are currently located and how they are being stored, kept and protected?
- 5) Where is the original monetary instrument or mortgage we signed located? Please describe its physical location and anyone holding this note as a custodian or trustee if applicable.
- 6) Where is the original deed of trust or mortgage and note we signed located? Please describe its physical location and anyone holding this note as a custodian or trustee if applicable.
- 7) Since the inception of this loan, has there been any assignment of my monetary instrument/asset to any other party? If the answer is yes, identify **the names and addresses of each and every individual, party, bank, trust or entity that has received such assignment?**
- 8) Since the inception of this loan, has there been any assignment of the deed of trust or mortgage and note to any other party? If the answer is yes, would you kindly identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignment?
- 9) Since the inception of this loan, has there been any sale or assignment of servicing rights to this mortgage account to any other party? If the answer is yes, would you kindly identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignment or sale.
- 10) Since the inception of this loan, has any sub-servicers serviced any portion of this mortgage loan? If the answer is yes, would you kindly identify the names and addresses of each and every individual, party, bank, trust or entity that has sub-serviced this mortgage loan.
- 11) Has this mortgage account been made a part of any mortgage pool since the inception of this loan? If yes, please identify for us each and every account mortgage pool that this mortgage has been a part of from the inception of this account to the present date.
- 12) Has each and every assignment of our asset/monetary instrument been recorded in the county land records where the property associated with this mortgage account is located?
- 13) Has there been any electronic assignment of this mortgage with MERS [Mortgage Electronic Registration System] or any other computer mortgage registry service or computer program? If yes, please identify the name and address of each and every individual, entity, party,

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bank, trust or organization or servicers that has been assigned the mortgage servicing rights to this account as well as the beneficial interest to the payments of principal and interest on this loan.

- 14) Have there been any investors [as defined in your industry] who have participated in any mortgage-backed security, collateral mortgage obligation or other mortgage security instrument that this mortgage account has ever been a part of from the inception of this mortgage to the present date? If yes, please identify the name and address of each and every individual, entity, organization and/or trust.
- 15) Please identify for me the parties and their addresses to all sales contracts, servicing agreements, assignments, alonges, transfers, indemnification agreements, recourse agreements and any agreement related to this account from its inception to the current date written above.
- 16) Please provide us with copies of all sales contracts, servicing agreements, assignments, alonges, transfers, indemnification agreements, recourse agreements and any agreement related to this account from its inception to the current date written above.
- 17) How much was paid for this individual mortgage account by you?
- 18) If part of a mortgage pool, what was the principal balance used by you to determine payment for this individual mortgage loan.
- 19) If part of a mortgage pool, what was the percentage paid by you of the principal balance above used to determine purchase of this individual mortgage loan.
- 20) Who did you issue a check or payment to for this mortgage loan?
- 21) Please provide us copies with the front and back of canceled check.
- 22) Did any investor approve the foreclosure of my property?
- 23) Has HUD assigned or transferred foreclosure rights to you as required by 12 USC 3754?
- 24) Please identify all persons who approved the foreclosure of my property!

Please provide us with the documents we have requested and a detailed answer to each of my questions within the required lawful time frame. Upon receipt of the documents and answers, an exam and audit will be conducted that may lead to a further document request and answers to questions under an additional QWR letter.

Copies of this Qualified Written Request, Validation of Debt, TILA and request for accounting and legal records, Dispute of Debt letter are being sent to FTC, HUD, Thrift Supervision, all relevant state and federal regulators; and other consumer advocates; and my congressman.

It is our hope that you answer this RESPA REQUEST in accordance with law and the questions, documents and validation of debt to the penny and correct any abuse(s) or scheme(s) uncovered and documented.

UNOFFICIAL COPY**Default Provision(s) under this QUALIFIED WRITTEN RESPA REQUEST**

FREEDOM MORTGAGE's or any agents, transfers, or assigns omissions of or agreement by silence of this RESPA REQUEST via certified rebuttal of any and all points herein this RESPA REQUEST", agrees and consents to including but not limited by any violations of law and/or immediate terminate/remove any and all right, title and interests (liens) in Julio C Vargas and Janina C Vargas or any property or collateral connected to Lorraine Robinson and Andre Robinson or account #40011276 and waives any and all immunities or defenses in claims and or violations agreed to in this RESPA REQUEST including but not limited by any and all:

1. Julio C Vargas and Janina C Vargas's right, by breach of fiduciary responsibility and fraud and misrepresentation revocation and rescinding of any and all power of attorney or appointment **FREEDOM MORTGAGE** may have or may have had in connection with account #40011276 and any property and/or real estate connected with account #40011276.
2. Julio C Vargas and Janina C Vargas's right to have any certificated or uncertificated security re-registered in Julio C Vargas and Janina C Vargas's, and only Julio C Vargas and Janina C Vargas's name.
3. Julio C Vargas and Janina C Vargas's right of collection via **FREEDOM MORTGAGE's** liability insurance and/or bond.
4. Julio C Vargas and Janina C Vargas's entitlement in filing and executing any instruments, as power of attorney for and by **FREEDOM MORTGAGE**, including but not limited by a new certificated security or any security agreement perfected by filing a UCC Financing Statement with the Secretary of State in the State where the property (properties) is (are) located.
5. Julio C Vargas and Janina C Vargas's right to damages because of **FREEDOM MORTGAGE's** wrongful registration, breach of intermediary responsibility with regard to Julio C Vargas and Janina C Vargas's asset by **FREEDOM MORTGAGE** issuing to Julio C Vargas and Janina C Vargas a certified check for the original value of Julio C Vargas and Janina C Vargas's monetary instrument.
6. Julio C Vargas and Janina C Vargas's right to have account #40011276 completely set off because of **FREEDOM MORTGAGE's** wrongful registration, breach of intermediary responsibility with regard to Julio C Vargas and Janina C Vargas's monetary instrument/asset by **FREEDOM MORTGAGE** sending confirmation of set off of wrongful liability of Julio C Vargas and Janina C Vargas and issuing a certified check for the difference between the original value of Julio C Vargas and Janina C Vargas's monetary instrument/asset and what Julio C Vargas and Janina C Vargas mistakenly sent to **FREEDOM MORTGAGE** as payment for such wrongful liability.

FREEDOM MORTGAGE or any transfers, agents or assigns offering a rebuttal of this RESPA REQUEST must do so in the manner of this "RESPA REQUEST" in accordance of and in compliance with current statutes and/or laws by signing in the capacity of a fully liable man or woman being responsible and liable under the penalty of perjury while offering direct testimony with the official capacity as an appointed agent for **FREEDOM MORTGAGE** in accordance with **FREEDOM**

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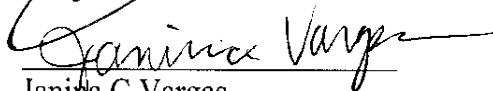
MORTGAGE's Articles of Incorporation, By Laws duly signed by a current and duly sworn under oath director(s) of such corporation/Holding Corporation/National Association. Any direct rebuttal with certified true and complete accompanying proof must be posted with the Notary address herein within 30 days. When no verified rebuttal of this "RESPA REQUEST" is made in a timely manner, a "Certificate of Non -Response" serves as FREEDOM MORTGAGE's judgment and consent/agreement by means of silence with any and all claims and/or violations herein-stated in the default provisions or any other law.

Power of Attorney: When FREEDOM MORTGAGE fails by not rebutting to any part of this "RESPA REQUEST" agrees with the granting unto Julio C Vargas and Janina C Vargas unlimited Power of Attorney and any and all full authorization in signing or endorsing Julio C Vargas and Janina C Vargas name upon any instruments in satisfaction of the obligation(s) of this RESPA REQUEST/Agreement or any agreement arising from this agreement. Pre-emption of or to any Bankruptcy proceeding shall not discharge any obligation(s) of this agreement. Consent and agreement with this Power of Attorney by FREEDOM MORTGAGE waives any and all claims of Julio C Vargas and Janina C Vargas, and/or defenses and remains in effect until satisfaction of all obligation(s) by FREEDOM MORTGAGE have been satisfied.

Sincerely,



 Julio C Vargas



 Janina G. Vargas

CC:

1. Federal Trade Commission
3300 N. Central Avenue,
600 Pennsylvania Avenue NW,
Washington, DC. 20580
2. Office of RESPA and Interstate Land Sales
Office of Housing, Room 9146
Department of Housing and Urban Development
451 Seventh Street, SW
Washington, DC 20410
3. Office of Housing Enterprise Oversight (OFHEO)
1700 G Street, NW., Fourth Floor,
Washington, DC 20552.

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Illinois)
) ss ACKNOWLEDGEMENT
 Cook County)

I, Fred Lewis a Notary Public in and for said county and state, do hereby certify that Julio C Vargas, and Janina C Vargas known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act for the uses and purposes therein set forth.

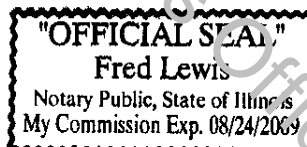
Given under my hand and official seal, this 15th day of OCTOBER 2008

My Commission Expires 08/24/2009

Fred Lewis
 Notary Public

**Julio C Vargas,
 Janina C Vargas
 c/o 2312 North Nagle Avenue
 Chicago [60647] Illinois
 Settlors**

**FREEDOM MORTGAGE TEAM
 ATTN: PAYOFF DEPARTMENT
 2201 WEST NORTH AVENUE
 CHICAGO, ILLINOIS 60647**



RE: Contract # 40011276 [FHA Case No. 137-1755819-203B]

**Please reply to: Notary Public
 c/o Evident, LLC
 c/o 4018 South Dr. Martin Luther King Drive
 Chicago [60653] Illinois**

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LEGAL DESCRIPTION 20201204

PARCEL 1:

30265078

THAT PART OF LOT 1 TOGETHER WITH LOT 2 (EXCEPT THE SOUTH 10.00 FEET OF THE EAST 102.64 FEET THEREOF) AND (EXCEPT IN THE SOUTH 2.00 FEET LYING WEST OF THE EAST 102.64 FEET THEREOF) IN BLOCK 8 IN GRAND AVENUE HEIGHTS SUBDIVISION IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF AFORESAID LOT 1, THENCE WEST ALONG THE NORTH LINE OF AFORESAID LOT 1 DISTANCE OF 30.23 FEET TO A POINT; THENCE SOUTH A DISTANCE OF 56.05 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID LOT 2 (EXCEPT THE SOUTH 10 FEET THEREOF); SAID POINT BEING 30.71 FEET WEST OF THE SOUTHEAST CORNER OF AFORESAID LOT 2 (EXCEPT THE SOUTH 10.00 FEET THEREOF); THENCE EAST ALONG THE SOUTH LINE OF AFORESAID LOT 2 (EXCEPT THE SOUTH 10.00 FEET THEREOF) A DISTANCE OF 30.71 FEET TO THE SOUTHEAST CORNER OF AFORESAID LOT 2 (EXCEPT THE SOUTH 10.00 FEET THEREOF); THENCE NORTH ALONG THE EAST LINE OF LOT 2 (EXCEPT THE SOUTH 10.00 FEET THEREOF) AND LOT 1 A DISTANCE OF 56.05 FEET TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF RESTRICTIONS, EASEMENTS, PARTY WALL RIGHTS AND MAINTENANCE FOR BELDEN AND NAGLE ROW HOUSES RECORDED JANUARY 8, 1996 AS DOCUMENT 96018335 AND AMENDMENT RECORDED APRIL 22, 1996 AS DOCUMENT 96319078, AND FURTHER AMENDED FROM TIME TO TIME, FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

PIN 13-31-207-048