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NOTICE OF RECONVEYANCE

Contract # 206-132310
Payee: Mary d.b.a.
Loan Resolution Specialist,
AMNET MORTGAGE
ATTN: PAYOFF DEPARTMENT
P.O. BOX 85302
SAN DIEGO, CALIFORNIA 92186



Doc#: 0830231109 Fee: \$80.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/28/2008 04:26 PM Pg: 1 of 23

Payor: MILTON RODRIGUEZ
c/o 6428 S. DREXEL AVENUE
CHICAGO [60637] ILLINOIS

I, Milton Rodriguez, herein "Settlor," state the facts contained herein are true, correct, complete, and not misleading, to the best of my personal knowledge. I am Creditor for the legal fiction MILTON RODRIGUEZ, organization # XXX-XX-1234, and have PREPAID EXEMPT status as evidenced by UCC-1 Financing Statement # as the testimony of the Secretary of State Illinois.

On February 28, 2006, Settlor, signed for his legal fiction MILTON RODRIGUEZ, on a Deed of Trust recorded at Docket # 060940192, of COOK COUNTY, MILTON RODRIGUEZ, herein "BORROWER," was named as Trustor to a trust presented by Title Insurance Company that was named as Trustee, hereinafter "TRUSTEE." The BORROWER as Trustor entrusted the Deed of Trust as a title to be held by the TRUSTEE until the loan #206-132310 was paid to AMNET MORTGAGE, as the Beneficiary.

The Deed stated that the BORROWER as Trustor 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.

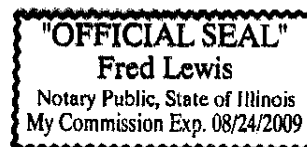
The Settlor signed a Promissory Note for the BORROWER evidencing consideration, and delivered it to the TRUSTEE who accepted the Note as payment for the loan based upon Settlor prepaid exempt status, thereby discharging the debt the BORROWER, as Trustor, had with the Beneficiary.

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 TRUSTOR.

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


Milton Rodriguez, Settlor



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Illinois)
) ss ACKNOWLEDGEMENT
Cook County)

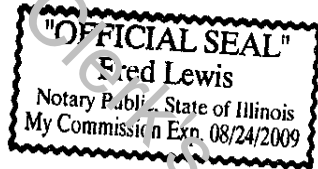
I, Fred Lewis a Notary Public in and for said county and state, do hereby certify that Milton Rodriguez known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument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

Given under my hand and official seal, this 10TH day of OCTOBER 2008

My Commission Expires 08-24-2009

Fred Lewis
Notary Public

Milton Rodriguez
c/o 6428 S. Drexel Avenue
Chicago [60637] Illinois
Settlor



AMNET MORTGAGE
ATTN: PAYOFF DEPARTMENT
P.O. BOX 85302
SAN DIEGO, CALIFORNIA 92186

RE: Contract # 206-132310

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

UNOFFICIAL COPYLOAN NO. 206-132310
MIN: 1001310-2060132310-6**NOTE****WITH BALLOON PAYMENT**FEBRUARY 28, 2006
Date

CHICAGO

, Illinois

City

6428 S. DREXEL AVE, CHICAGO, IL, 60637

Property Address

THIS LOAN IS PAYABLE IN FULL AT MATURITY. SINCE YOU HAVE SELECTED A PAYMENT SCHEDULE WHICH WILL NOT PAY THE LOAN IN FULL BY THE MATURITY DATE, YOU WILL NEED TO PAY A LUMP SUM, OR BALLOON PAYMENT, WHICH WILL PAY OFF THE ENTIRE AMOUNT OF THE PRINCIPAL BALANCE OF THE LOAN AND ANY UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 57,000.00 (this amount will be called "principal"), plus interest to the order of the Lender. The Lender is AMERICAN MORTGAGE NETWORK, INC., DBA AMNET MORTGAGE

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder."

2. INTEREST

I will pay interest at a yearly rate of 11.500%.

Interest will be charged on unpaid principal until the full amount of principal has been paid. Interest will be charged beginning on the date of this Note and continuing until the full amount of principal has been paid.

3. PAYMENTS

I will pay principal and interest by making payments each month of U.S. \$ 564.47

I will make my payments on the 1ST day of each month beginning on APRIL 01, 2006. I will make these payments every month until I have paid all of the principal and interest and any other charges, described below, that I may owe under this Note. If, on MARCH 01, 2021, I still owe amounts under this Note, I will pay all those amounts, in full, on that date.

I will make my monthly payments at P. O. BOX 85302, SAN JILGO, CA 92186
ATTN: CASHIER'S DEPT.

or at a different place if required by the Note Holder.

4. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any of my monthly payments by the end of 15 calendar days after the date it is due, I will promptly pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment, but not less than U.S. \$ 28.22 and not more than U.S. \$ 28.22. I will pay this late charge only once on any late payment.

(B) Notice From Note Holder

If I do not pay the full amount of each monthly payment on time, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date I will be in default. That date must be at least 10 days after the date on which the notice is mailed to me or, if it is not mailed, 10 days after the date on which it is delivered to me.

(C) Default

If I do not pay the overdue amount by the date stated in the notice described in (B) above, I will be in default. If I am in default, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount.

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(D) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back for all of its costs and expenses to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

5. THIS NOTE SECURED BY A MORTGAGE

In addition to the protections given to the Note Holder under this Note, a Mortgage, dated FEBRUARY 28, 2006, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note.

ILLINOIS - SECOND MORTGAGE

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6. BORROWER'S PAYMENTS BEFORE THEY ARE DUE

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in a letter that I am doing so. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

I may make a full prepayment or a partial prepayment without paying any penalty. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates or changes in the amounts of my monthly payments unless the Note Holder agrees in writing to those delays or changes. I may make a full prepayment at any time. If I choose to make a partial prepayment, the Note Holder may require me to make the prepayment on the same day that one of my monthly payments is due. The Note Holder may also require that the amount of my partial prepayment be equal to the amount of principal that would have been part of my next one or more monthly payments.

7. BORROWER'S WAIVERS

I waive my rights to require the Note Holder to do certain things. Those things are: (A) to demand payment of amounts due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as a "protest"). Anyone else who agrees to keep the promises made in this Note, or who agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or who signs this Note to transfer it to someone else also waives these rights. These persons are known as "guarantors, sureties and endorsers."

8. GIVING OF NOTICES

Any notice that must be given to me under this Note will be given by delivering it or by mailing it by certified mail addressed to me at the Property Address above. A notice will be delivered or mailed to me at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by certified mail to the Note Holder at the address stated in Section 3 above. A notice will be mailed to the Note Holder at a different address if I am given a notice of that different address.

9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note. Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to keep all of the promises made in this Note.

NOTICE TO BORROWER

Do not sign this Note if it contains blank spaces.
All spaces should be completed before you sign.

Milton Rodriguez 2-28-06 (Seal)
MILTON RODRIGUEZ -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower
(Sigr Original Only)

Milton Rodriguez

Milton Rodriguez Settlor
EIN # 349361211 PREPAID

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Legal Description

**THE SOUTH HALF OF LOT 18 IN WOODLAWN HIGHLANDS,
BEING A SUBDIVISION OF THE WEST 10 ACRES OF THE EAST
60 ACRES OF THE NORTH HALF OF THE NORTHWEST
QUARTER OF SECTIN 23, TOWNSHIP 38 NORTH, RANGE 14,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.**

**Property Address: 6828 S. Drexel Ave. Chicago, Illinois 60637
P.I.N: 20-23-103-034-0000**

Property of Cook County Clerk's Office

Milton Rodriguez
 c/o 3319 N Oak Park Ave.
 Chicago, IL 60631

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American Mortgage Network, Inc.
 Payoff Department
 P.O. Box 85302
 San Diego, 85302

Certified Mail # 7008 1140 0000 8881 7656

September 29, 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 # 206-124279 and #206-132310

Dear President/Vice President (AMERICAN MORTGAGE NETWORK, INC):

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

Needless to say, I am most concerned. I am 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

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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. I hereby demand absolute 1st hand evidence from you of the original uncertificated or certificated security regarding account numbers 206-124279 and 206-132310. 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 and owned one. I also hereby demand that a chain of transfer from you to wherever the security is now be promptly sent to me as well. Absent the actual evidence of the security I have no choice but to dispute the validity of your lawful ownership, funding, entitlement right, and the current debt you allege I owe. By debt I am referring to the principal balance you claim I 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, I 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.

I also request that you kindly conduct your own investigation and audit of this account since its inception to validate the debt you currently claim I owe. I 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.

I 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.

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

To insure this, I have authorized a thorough review, examination, accounting and audit of mortgage account #206-124279 and #206-132310 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 my questions provided in this letter within thirty [30] days of its receipt!

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

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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;

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, I need copies of pertinent documents to be provided to me. I 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 my name.

As such, please send to me, 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 #206-124279 and #206-132310.
- 2) Any and all "Pool Agreement(s)" including account #206-124279 and #206-132310 between AMNET MORTGAGE and any government sponsored entity, hereinafter (GSE).
- 3) Any and all "Deposit Agreement(s)" regarding account #206-124279 and #206-132310 or the "Pool Agreement" including account #206-124279 and #206-132310 between AMNET MORTGAGE and any GSE.

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- 4) Any and all "Servicing Agreement(s)" between AMNET MORTGAGE and any GSE.
- 5) Any and all "Custodial Agreement(s)" between AMNET MORTGAGE and any GSE.
- 6) Any and all "Master Purchasing Agreement" between AMNET MORTGAGE and any GSE.
- 7) Any and all "Issuer Agreement(s)" between AMNET MORTGAGE and any GSE.
- 8) Any and all "Commitment to Guarantee" agreement(s) between AMNET MORTGAGE and any GSE.
- 9) Any and all "Release of Document agreements" between AMNET MORTGAGE and any GSE.
- 10) Any and all "Master Agreement for servicer's Principle and Interest Custodial Account" between AMNET MORTGAGE and any GSE.
- 11) Any and all "Servicer's Escrow Custodial Account" between AMNET MORTGAGE and any GSE.
- 12) Any and all "Release of Interest" agreements between AMNET MORTGAGE and any GSE.
- 13) Any Trustee agreement(s) between AMNET MORTGAGE and AMNET MORTGAGE's trustee regarding account #206-124279 AND #206-122310 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.

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- 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.
- 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 me on this account.
- 30) All letters, statements and documents sent to me by your company;
- 31) All letters, statements and documents sent to me by agents, attorneys or representatives of your company;
- 32) All letters, statements and documents sent to me 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.

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- 35) All copies of property inspection reports, appraisals, BPOs and reports done on the property.
- 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, I 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 me, in writing, the answers to the questions listed below.

ACCOUNT ACCOUNTING & SERVICING SYSTEMS

- 1) Please identify for me 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 I, 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 me 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 me 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.

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- 3) For each debit or credit listed, please provide me with the definition for each corresponding transaction code you utilize?
- 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 I 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 I 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 me 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 I 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?

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- 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?
- 8) Please provide for me 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 me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed authorized the assessment, charge or collection of attorney fees?
- 10) Please detail and list for me 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 me 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 me 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 me 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 me 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?

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- 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.
- 3) In a spreadsheet or in letter form in a columnar format, please detail for me 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 me 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 me 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 I 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 me in writing what expenses you or others undertook due to any payment I made, which was late?
- 9) Please describe for me in writing what damages you or others undertook due to any payment I made, which was late?
- 10) Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed authorized the assessment or collection of late fees?
- 11) Please detail and list for me 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 me 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.

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13) Please detail and list for me in writing any adjustments in late fees assessed and on what date such adjustment was made and the reasons for such adjustment.

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 I 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 me the date of each property inspection conducted on my property that is the secured interest for this mortgage, deed or note?

5) Please tell me the price charged for each property inspection?

6) Please tell me the date of each property inspection?

7) Please tell me the name and address of each company and person who conducted each property inspection on my property?

8) Please tell me why property inspections were conducted on my property?

9) Please tell me how property inspections are beneficial to me.

10) Please tell me how property inspections are protective of my property.

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- 11) Please explain to me your policy on property inspections.
- 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 me of a debt, payment or obligation I owe?
- 16) If yes, please answer when and why?
- 17) Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed that authorized the assessment or collection of property inspection fees?
- 18) Have you labeled in any record or document sent to me 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 me a property inspection as a legal fee or attorney fee? Yes or No?
- 21) If yes, why?
- 22) Please detail and list for me 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 me 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 me 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 me 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?

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- 29) How much in total inspection fees have been assessed to this account from the inception of this account until present date? \$ _____
- 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 me 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 me the date of each BPO conducted on my property that is the secured interest for this mortgage, deed or note?
- 3) Please tell me the price of each BPO?
- 4) Please tell me who conducted each BPO?
- 5) Please tell me why BPOs were conducted on my property
- 6) Please tell me how BPOs are beneficial to me.
- 7) Please tell me how BPOs are protective of my property.
- 8) Please explain to me 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 me 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 a BPO fee from me.
- 14) Please send to me copies of all BPO reports that have been done on my 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 my property?

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- 2) If yes, please tell me 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 me the price of each policy?
- 4) Please tell me the agent for each policy?
- 5) Please tell me why each policy was placed on my property.
- 6) Please tell me how the policies are beneficial to me.
- 7) Please tell me how policies are protective of my property.
- 8) Please explain to me 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 me 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 me.
- 14) Do you have any relationship with the agent or agency that placed any policies on my property? If yes, please describe.
- 15) Do you have any relationship with the carrier that issued any policies on my property? If yes, please describe.
- 16) Has the agency or carrier you used to place a forced-placed insurance policy on my 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 me copies of all forced-placed insurance policies that have been ordered on my 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, I need the following answers to questions

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concerning the servicing of this mortgage account from its inception to the present date. Accordingly, can you please provide me, in writing, the answers to the questions listed below:

- 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 me 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 I 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 I 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 me 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 my asset/monetary instrument been recorded in the county land records where the property associated with this mortgage account is located?

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- 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, 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 me 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 me 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 me with the documents I 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.

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It is my 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.

Default Provision(s) under this QUALIFIED WRITTEN RESPA REQUEST

AMNET 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 Milton Rodriguez or any property or collateral connected to Milton Rodriguez or account #206-124279 and #206-132310 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. Milton Rodriguez's right, by breach of fiduciary responsibility and fraud and misrepresentation revocation and rescinding of any and all power of attorney or appointment **AMNET MORTGAGE** may have or may have had in connection with account #206-124279 and #206-132310 and any property and/or real estate connected with account #206-124279 and #206-132310.

2. Milton Rodriguez's right to have any certificated or uncertificated security re-registered in Milton Rodriguez's, and only Milton Rodriguez's name.

3. Milton Rodriguez's right of collection via **AMNET MORTGAGE's** liability insurance and/or bond.

4. Milton Rodriguez's entitlement in filing and executing any instruments, as power of attorney for and by **AMNET 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 **AMNET MORTGAGE** is located.

5. Milton Rodriguez's right to damages because of Milton Rodriguez's wrongful registration, breach of intermediary responsibility with regard to Milton Rodriguez's asset by **AMNET MORTGAGE** issuing to Milton Rodriguez a certified check for the original value of Milton Rodriguez's monetary instrument.

6. Milton Rodriguez's right to have account #206-124279 and #206-132310 completely set off because of **AMNET MORTGAGE's** wrongful registration, breach of intermediary responsibility with regard to Milton Rodriguez's monetary instrument/asset by **AMNET MORTGAGE** sending confirmation of set off of wrongful liability of Milton Rodriguez and issuing a certified check for the difference between the original value of Milton Rodriguez's monetary instrument/asset and what Milton Rodriguez mistakenly sent to **AMNET MORTGAGE** as payment for such wrongful liability.

AMNET 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

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appointed agent for AMNET MORTGAGE in accordance with AMNET 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 thirty 30 days. When no verified rebuttal of this "RESPA REQUEST" is made in a timely manner, a "Certificate of Non-Response" serves as AMNET 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 AMNET MORTGAGE fails by not rebutting to any part of this "RESPA REQUEST" AMNET MORTGAGE agrees with the granting unto Milton Rodriguez unlimited Power of Attorney and any and all full authorization in signing or endorsing AMNET MORTGAGE's 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 AMNET MORTGAGE waives any and all claims of Milton Rodriguez, and/or defenses and remains in effect until satisfaction of all obligation(s) by AMNET MORTGAGE have been satisfied.

Sincerely,

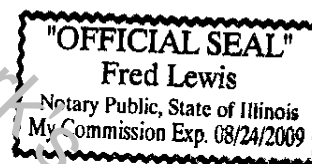

Milton Rodriguez

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

3. Office of Housing Enterprise Oversight (OFHEO)
1700 G Street, NW., Fourth Floor,
Washington, DC 20552.



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Legal Description
6828 S. Drexel Ave. Chicago, Illinois 60637

**THE SOUTH HALF OF LOT 18 IN WOODLAWN HIGHLANDS, BEING A
SUBDIVISION OF THE WEST 10 ACRES OF THE EAST 60 ACRES OF THE
NORTH HALF OF THE NORTHWEST QUARTER OF SECTIN 23, TOWNSHIP
38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS. *W-20-23-103-134-0000***

Property of Cook County Clerk's Office