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NOTICE OF RECONVEYANCE

Contract # 176928125
Payee: Sladjana Rizvanovich, d.b.a.
Loan Resolution Specialist,
COUNTRYWIDE BANK
ATTN: PAYOFF DEPARTMENT
4500 PARK GRANADA
CALABASAS CALIFORNIA 91302-1613

Doc#: 0830231114 Fee: \$86.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 10/28/2008 04:40 PM Pg: 1 of 26

Payors: JOSE F SANCHEZ, NICOLE L MCCLEARN-SANCHEZ
c/o 1710 SOUTH NEWBERRY CHICAGO [60608] ILLINOIS

I, Jose F Sanchez and Nicole L McClearn-Sanchez, 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 legal fiction JOSE F SANCHEZ, organization #XYY-XX-8325, and NICOLE L MCCLEARN-SANCHEZ, organization #XYY-XX-7660, have PREPAID EXEMPT status as evidence by UCC-1 Financing Statement # _____ and # _____ as the testimony of the Secretary of State Illinois.

On July 13, 2007, Settlor, signed for his legal fiction JOSE F SANCHEZ AND NICOLE L MCCLEARN-SANCHEZ, on a Deed of Trust recorded at Docket #0720605148, of COOK COUNTY, JOSE F SANCHEZ AND NICOLE L MCCLEARN-SANCHEZ, herein "BORROWER," was named as Trustor to a trust presented by Stewart Title of Illinois 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 account #176928125 was paid to COUNTRYWIDE BANK as the Beneficiary.

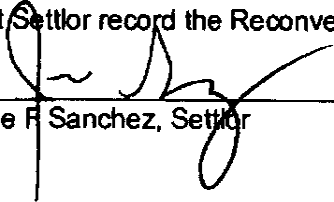
The Deed stated that the BORROWER as Trustor granted a list of measurements of a fictitious location, entitled legal description to the Beneficiary, which became the property of the Beneficiary as the Grantee.

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.

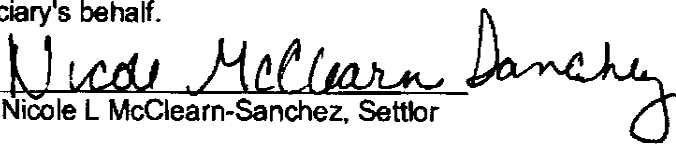
The TRUSTEE inadvertently failed to register the Promissory Note and therefore the Cook County Recorder as Public Fiduciary will register and deliver this security to Beneficiary's agent as evidence that the loan has been discharged for the public record and that the trust has been executed and hereby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



Jose F Sanchez, Settlor



Nicole L McClearn-Sanchez, Settlor

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Prepared by: SLADJANA RIZVANOVICH

LOAN #: 176928125

MONTHLY ADJUSTABLE RATE PAY OPTION NOTE
(MTA-Twelve Month Average Index - Payment Caps)

THIS NOTE CONTAINS PROVISIONS THAT WILL CHANGE THE INTEREST RATE AND THE MONTHLY PAYMENT. THERE MAY BE A LIMIT ON THE AMOUNT THAT THE MONTHLY PAYMENT CAN INCREASE OR DECREASE. THE PRINCIPAL AMOUNT TO REPAY COULD BE GREATER THAN THE AMOUNT ORIGINALLY BORROWED, BUT NOT MORE THAN THE MAXIMUM LIMIT STATED IN THIS NOTE.

THIS NOTE CONTAINS A PREPAYMENT PENALTY.

JULY 23, 2007
[Date]

CHICAGO
[City]

ILLINOIS
[State]

1710 S NEWBERRY AVENUE, CHICAGO, IL 60608
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 975,000.00 ("Principal"), plus interest, to the order of Lender. The Principal may increase as provided under the terms of this Note but will never exceed 115 percent of the Principal amount I originally borrowed. This is called the "Maximum Principal Limit." Lender is Countrywide Bank, FSB.

I will make all payments under this Note in the form of cash, check or money order.

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

2. INTEREST**(A) Interest Rate**

Interest will be charged on unpaid Principal until the full amount has been paid. I will initially pay interest at a yearly rate of 8.125 %. This is my initial interest rate and is the rate for determining the interest I owe until it changes as provided below. Interest will be charged on the basis of a twelve-month year and a thirty-day month.

The interest rate used to calculate the initial Minimum Payment described in Section 3 is 1.000 %. When I make a Minimum Payment which is based on an interest rate that is less than the rate of interest due, the unpaid interest is added to the Principal amount. This is known as "deferred interest" or "negative amortization."

(B) Interest Rate Change Dates

The interest rate I owe may change on the first day of the first scheduled monthly payment and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Rate Change Date." The new rate of interest will become effective on each Interest Rate Change Date. The interest rate may change monthly, but the monthly payment is recalculated in accordance with Section 3.

(C) Index

On each Interest Rate Change Date, my adjustable interest rate will be based on an Index. The "Index" is the "Twelve-Month Average" of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates (H.15)" (the "Monthly Yields"). The Twelve Month Average is determined by adding together the Monthly Yields for the most recently available

• PayOption MTA No Intro Period Note
1E820-XX (10/08)(d1)

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twelve months and dividing by 12. The most recent Index figure available as of the date 15 days before each Interest Rate Change Date is called the "Current Index".

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(D) Calculation of Interest Rate Changes

Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding **THREE & 15/100** percentage point(s) **3.150** (this amount is the "Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Interest Rate Change Date. My interest rate will never be greater than **9.950 %** or lower than the Margin. The interest rate required by this Section 2 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS**(A) Time and Place of Payments**

I will make a payment every month.

I will make my monthly payments on the first **SEPTEMBER 01, 2007** day of each month beginning on **SEPTEMBER 01, 2007**. I will make these payments every month until I have paid all the Principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on **AUGUST 01, 2037**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at **P.O. Box 660694, Dallas, TX 75266-0694** or at a different place if required by the Note Holder.

(B) Amount of My Initial Minimum Payment

The "Minimum Payment" is the minimum amount Note Holder will accept for my monthly payment. Each of my initial Minimum Payments until the first Payment Change Date will be in the amount of U.S. \$ **3,135.99**, unless adjusted under Section 3(F). If the Minimum Payment is not sufficient to cover the amount of the interest due, negative amortization will occur.

(C) Payment Change Dates

My monthly payment may change as required by Section 3(D) below beginning on the first **SEPTEMBER, 2008** day of **SEPTEMBER, 2008**, and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment also will change at any time Section 3(F) or 3(G) below requires me to pay a different monthly payment. The Minimum Payment is determined at the last Payment Change Date or as provided in Section 3(F) or 3(G) below. I will pay the amount of my new Minimum Payment each month beginning on each Payment Change Date or as provided in Section 3(F) or 3(G) below.

(D) Calculation of Monthly Payment Changes

At least 30 days before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Payment Change Date in full on the maturity date in substantially equal payments at the interest rate effective during the month preceding the Payment Change Date. The result of this calculation is called the "Full Payment." Unless Section 3(F) or 3(G) applies, the amount of my new monthly payment effective on a Payment Change Date, will not increase by more than **7.500%** of my prior monthly payment. This limitation is called the "Payment Cap." This Payment Cap applies only to the Principal and interest payment and does not apply to any escrow payments Lender may require under the Security Instrument. The Note Holder will apply the Payment Cap by multiplying the amount of my Minimum Payment due the month preceding the Payment Change Date by the number **1.075**. The result of this calculation is called the "Limited Payment." Unless Section 3(F) or 3(G) below requires me to pay a different amount, my new Minimum Payment will be the lesser of the Limited Payment and the Full Payment.

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LOAN #: 176928125

(E) Additions to My Unpaid Principal

Since my monthly payment amount changes less frequently than the interest rate, and since the monthly payment is subject to the Payment Cap described in Section 3(D), my Minimum Payment could be insufficient to pay the interest portion of the monthly payment that would repay the unpaid Principal I owe at the monthly payment date in full on the Maturity Date in substantially equal payments. For each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest due and will add the difference to my unpaid Principal. Interest will accrue on the amount of this difference at the interest rate required by Section 2. For each month that the monthly payment is greater than the interest due, the Note Holder will apply the payment as provided in Section 3(A).

(F) Limit on My Unpaid Principal; Increased Monthly Payment

My unpaid Principal can never exceed the Maximum Principal Limit equal to ONE HUNDRED FIFTEEN percent (115 %) of the Principal amount I originally borrowed. On the date that my paying my Minimum Payment would cause me to exceed that limit, I will instead pay a new Minimum Payment. This means that my monthly payment may change more frequently than annually and such payment changes will not be limited by the Payment Cap. The new Minimum Payment will be in an amount sufficient to repay my then unpaid Principal in full on the Maturity Date in substantially equal payments at the then-current interest rate.

(G) Required Full Payment

On the tenth Payment Change Date and on each succeeding fifth Payment Change Date thereafter, I will begin paying the Full Payment as my Minimum Payment until my monthly payment changes again. I also will begin paying the Full Payment as my Minimum Payment on the final Payment Change Date.

(H) Payment Options

After the first Interest Rate Change Date, the Note Holder may provide me with up to three (3) additional monthly payment options ("Payment Options") that are greater than the Minimum Payment. The Payment Options are calculated using the new interest rate in accordance with Section 2(D). The following Payment Options may be provided:

(i) **Interest Only Payment:** the amount that would pay only the interest portion of the monthly payment. The Principal balance will not be decreased by this Payment Option and it is only available if the interest portion exceeds the Minimum Payment.

(ii) **Amortized Payment:** the amount necessary to pay the loan off (Principal and interest) at the Maturity Date in substantially equal payments based on the then-current interest rate.

(iii) **15 Year Amortized Payment:** the amount necessary to pay the loan off (Principal and interest) within a fifteen (15) year term from the first payment due date in substantially equal payments at the then-current interest rate.

These Payment Options are only available if they are greater than the Minimum Payment. Because the interest rate may change monthly, the amounts of each of these Payment Options may also change monthly.

4. NOTICE OF CHANGES

The Note Holder will deliver or mail to me a notice of any changes in the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

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 writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments. My partial Prepayment may reduce the amount of my monthly payments after the first Payment Change Date following my partial Prepayment. However, any reduction that could result from my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be

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LOAN #: 176928125

reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

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

If the Note Holder has not received the full amount of any Minimum Payment by the end of fifteen (15) calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of the Minimum Payment. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each Minimum Payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the Minimum Payment by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe. The date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver by Note Holder

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.

(E) 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 by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. These expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am 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 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 the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all the amounts owed under this Note.

10. WAIVERS

I 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 the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. DOCUMENT CORRECTION

In the event that Note Holder at any time discovers that this Note, Security Instrument, Addenda, Rider or any other document related to this loan is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan, or otherwise contains an error, such as a clerical mistake, calculation error, computer error, printing error, electronic transmission error, or similar error, I agree, upon notice from Note Holder, to re-execute any documents that are necessary to replace or correct any such documents and return them within ten (10) days of receipt. I also agree that I will not hold Lender responsible for any damages which result from any such error.

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12. SECURED NOTE

In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of these conditions are described as follows:

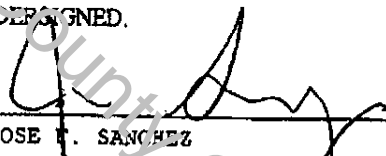
Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender. To the extent permitted by Applicable Law, Lender may charge reasonable fees as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.


If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

I agree to the Prepayment Penalty Addendum attached hereto and made a part hereof.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.



JOSE T. SANCHEZ -Borrower



NICOLE L. MCLEARN -Borrower

-Borrower

-Borrower

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LOAN #: 176928125

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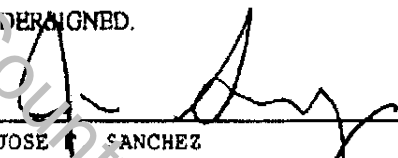
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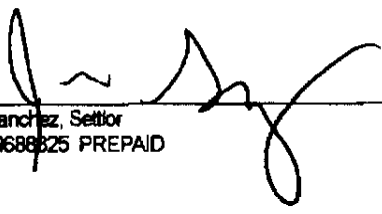
JOSE F. SANCHEZ -Borrower



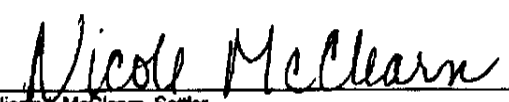
NICOLE L. MCCLEARN -Borrower

-Borrower

-Borrower



Jose F Sanchez, Settlor
EIN# 34968825 PREPAID



Nicole L. McClearn, Settlor
EIN# 339787660 PREPAID

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Jose F Sanchez and
 Nicole L McClearn-Sanchez
 1710 South Newberry Avenue
 CHICAGO[60608] Illinois

COUNTRYWIDE BANK
 ATTN: PAYOFF DEPARTMENT
 4500 PARK GRANADA
 CALABASAS CALIFORNIA 91302-1613

Certified Mail #:7007 2680 0001 8874 7571

October 3, 2008

**RESPA QUALIFIED WRITTEN REQUEST
 COMPLAINT, DISUTE 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. 3506, and The Gramm Leach Bliley Act.

REF: Alleged Account # 176928125

Dear PRESIDENT/VICE PRESIDENT

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, and 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 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 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

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uncertificated or certificate security regarding account number 176928125. 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 owned by you or any trust or entity you may service or sub-service 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 request.

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 reply 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 amount 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 requested 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#176928125 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) and Reg. X § 3500.21(f)2 of the United States Code as well as 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 myself 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/or 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 #176928125.
- 2) Any and all "Pool Agreement(s)" including account #176928125 between MORTGAGE and any government sponsored entity, hereinafter (GSE).
- 3) Any and all "Deposit Agreement(s)" regarding account #176928125 or the "Pool Agreement" including account #176928125 and any GSE.
- 4) Any all "Servicing Agreement(s)" between MORTGAGE and any GSE.

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- 5) Any and all "Custodial Agreements(s) " between MORTGAGE and any GSE.
- 6) Any and all "Master Purchasing Agreement" between MORTGAGE and any GSE.
- 7) Any and all " Issuer Agreement(s)" between MORTGAGE and any GSE.
- 8) Any and all "Commitment to Guarantee" agreement(s) between MORTGAGE and any GSE.
- 9) Any and all "Release of Document agreement" between MORTGAGE and any GSE.
- 10) Any and all "Master Agreement for servicer's Principle and Interest Custodial Account" between MORTGAGE and any GSE.
- 11) Any and all "Servicers Escrow Custodial Account" between MORTGAGE and any GSE.
- 12) Any and all "Release of Interest" agreements between MORTGAGE and any GSE.
- 13) Any Trustee agreement(s) between MORTGATE and MORTGAGE 'S trustee regarding account #176928125 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 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

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this mortgage account may properly conduct their work.

- 23) All assignment, transfer, 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 an 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 mortgages 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
- 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

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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, 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 an 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 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 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.

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

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by you 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 the 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?
- 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

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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 fee?

- 10) Please detail and list for me 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?

- 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

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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 question 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 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 late.
- 6) Were any of these expense 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.
- 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?

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- 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.
- 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?

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- 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 fee?
- 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 inspection fees assessed and on what date such adjustment was made and the reason for such adjustment.
- 25) Please detail and list for me in writing any adjustments 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? \$ _____
- 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.

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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.
- 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.

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- 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 fee 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 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?

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- 3) Did the originator of this account or previous services 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 an 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?
- 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.

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- 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 document 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.

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
COUNTRYWIDE or any agent, transfers, or assigns omissions of or agreement by silence of this RESPA REQUEST via certified rebuttal of any and all

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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 Jose F Sanchez and Nicole L McClearn-Sanchez or any property or collateral connected to Jose F Sanchez and Nicole L McClearn-Sanchez or account #176928125 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. Jose F Sanchez and Nicole L McClearn-Sanchez's right, by breach of fiduciary responsibility and fraud and misrepresentation revocation and rescinding of any and all power of attorney or appointment COUNTRYWIDE'S may have or may have had in connection with account #176928125 and any property and/or real estate connected with account #176928125.
2. Jose F Sanchez and Nicole L McClearn-Sanchez's right to have any certificated or uncertificated security re-registered Jose F Sanchez and Nicole L McClearn-Sanchez's and only Jose F Sanchez and Nicole L McClearn-Sanchez's name.
3. Jose F Sanchez and Nicole L McClearn-Sanchez's right of collection via COUNTRYWIDE'S liability insurance and/or bond.
4. Jose F Sanchez and Nicole L McClearn-Sanchez's entitlement in filing and executing any instruments, as power of attorney for and by COUNTRYWIDE, including but not limited by a new certificated security or any security agreement perfected by filing a UCC Financing Statement with the Security of State in the State where the property (properties) is (are) located.
5. Jose F Sanchez and Nicole L McClearn-Sanchez's rights to damages because of COUNTRYWIDE'S wrongful registration, breach of intermediary responsibility with regard to Jose F Sanchez and Nicole L McClearn-Sanchez's asset by COUNTRYWIDE issuing to Jose F Sanchez and Nicole L McClearn-Sanchez a certified check for the original value of Jose F Sanchez and Nicole L McClearn-Sanchez's monetary instrument.
6. Jose F Sanchez and Nicole L McClearn-Sanchez's right to have account #176928125 completely set off because of COUNTRYWIDE'S wrongful registration, breach of intermediary responsibility with regard to Jose F Sanchez and Nicole L McClearn-Sanchez's monetary instrument/asset by COUNTRYWIDE sending confirmation of set off of wrongful liability of Jose F Sanchez and Nicole L McClearn-Sanchez and issuing a certified check for the difference between the original value of Jose F Sanchez and Nicole L McClearn-Sanchez's monetary instrument/asset and what Jose F Sanchez and Nicole L McClearn-Sanchez mistakenly sent to COUNTRYWIDE as payment for such wrongful liability.

COUNTRYWIDE or any transfers, agents or assigns offering a rebuttal of this RESPA REQUEST must do so in the manner of the "RESPA REQUEST" in accordance of and in compliance with current statues 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 COUNTRYWIDE in accordance with COUNTRYWIDE'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

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"Non-Response" serves as COUNTRYWIDE'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 COUNTRYWIDE fails by not rebutting to any part of this "RESPA REQUEST" agree with the granting unto Jose F Sanchez and Nicole L McClearn-Sanchez unlimited **Power of attorney** and any and all full authorization in signing or endorsing COUNTRYWIDE'S name upon any instruments in satisfaction of the obligations(s) of this RESPA REQUEST/Agreement or any agreement arising from this agreement. Pre-emption of or to any Bankruptcy processing shall not discharge any obligation(s) of this agreement. Consent and agreement with this Power of Attorney by COUNTRYWIDE' waives any and all claims of Jose F Sanchez and Nicole L McClearn-Sanchez, and/or defenses and remains in effect until satisfaction of all obligation(s) by COUNTRYWIDE has been satisfied.

Sincerely,



Jose F Sanchez



Nicole L McClearn-Sanchez

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, _____ a Notary Public in and for said county and state,
Do hereby certify that Jose F Sanchez and Nicole L McClearn-Sanchez, 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 _____ day of _____ 2008

My Commission Expires _____

Notary Public

Jose F Sanchez
Nicole L McClearn-Sanchez
c/o 1710 South Newberry Avenue
Chicago [60608] Illinois
Settlors

COUNTRYWIDE BANK
ATTN: PAYOFF DEPARTMENT
4500 PARK GRANADA
CALABASAS CALIFORNIA 91302-1613

RE: Contract # 176928125

UNOFFICIAL COPY

LOT 31 IN GEORGE ROTH'S SUBDIVISION OF BLOCK 17 OF ASSESSOR'S DIVISION OF THE NORTH
¼ OF THE SOUTHEAST ¼ (EXCEPTING THE EAST 2 CHAINS) OF SECTION 20, TOWNSHIP 39 NORTH,
RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 17-20-405-031-0000

COMMONLY KNOWN AS: 1710 SOUTH NEWBERRY AVENUE
CHICAGO, IL 60608

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