

UNOFFICIAL COPY

NOTICE OF RECONVEYANCE



Contract #142675602
Payee: Tony Williams
Loan Resolution Specialist,
CITIMORTGAGE
ATTN: PAYOFF DEPARTMENT
1000 TECHNOLOGY DRIVE
O'FALLON, MISSOURI 63368-2240

Doc#: 0902829032 Fee: \$80.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/28/2009 01:00 PM Pg: 1 of 23

Payor: THOMAS WILLIAMS
c/o 1955 SOUTH HARDING AVENUE
[60163] ILLINOIS

I, Thomas: Williams, 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 THOMAS WILLIAMS, organization #xxx-xx-4044, and have PREPAID EXEMPT status as evidenced by UCC-1 Financing Statement #0828829071 as the testimony of the Secretary of State Illinois.

On January, 2006, Settlor, signed for his legal fiction THOMAS WILLIAMS, on a Deed of Trust recorded at Docket #0602341084, of COOK COUNTY, THOMAS WILLIAMS, herein "BORROWER," was named as Trustor to a trust presented by THE TITLE 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 #0142675602 was paid to CITI RESIDENTIAL LENDING, 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.



Thomas: Williams, Settlor

23

UNOFFICIAL COPY

Illinois)
) ss ACKNOWLEDGEMENT
Cook County)

I, Terry Teague a Notary Public in and for said county and state, do hereby certify that Thomas Williams, 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 30th day of December, 2009

My Commission Expires 9/25/2012


Notary Public

Thomas: Williams
c/o 1955 South Hardin Avenue
Chicago [60623] Illinois
Settlor



CITI RESIDENTIAL LENDING
ATTN: PAYOFF DEPARTMENT
PO BOX 11000
SANTA, CALIFORNIA 92711-1000

RE: Contract # 0142675602

UNOFFICIAL COPY

Loan Number: 042675602 - 7305

EXHIBIT # 15**ADJUSTABLE RATE NOTE**
(LIBOR Index - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

January 6, 2006
DateOrange
CityCA
State1955 South Harding Ave, Chicago, IL 60623
Property Address**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 221,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Ameriquest Mortgage Company.

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 is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 10.850%. This interest rate I will pay may change in accordance with Section 4 of this Note. The interest rate required by this Section 2 and Section 4 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 pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on March 1, 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. My monthly payments will be applied to interest before principal. If, on, February 1, 2036, 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 payments at: 505 City Parkway West, Suite 100 Orange, CA 92868

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

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 2,079.63. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**(A) Change Dates**

The interest rate I will pay may change on the first day of, February, 2009 and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the date 45 days before the Change Date is called the "Current Index."

If at any point in time 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.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding four and one-quarter percentage point(s) (4.250%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percent (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date. The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.



000001426756029300590301

Initials: T.W.

UNOFFICIAL COPY

Loan Number: 0142675602 - 7305

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.850 % or less than 10.850%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) 1.000% from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 16.850 % or less than 10.850 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

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

5. PREPAYMENT PRIVILEGE

I may repay all or any part of the principal balance of this Note in accordance with the terms of this Section without incurring a prepayment charge. A "prepayment" is any amount that I pay in excess of my regularly scheduled payments of principal and interest that the Lender will apply to reduce the outstanding principal balance on this Note in accordance with this Section.

(A) Application of Funds

I agree that when I indicate in writing that I am making a prepayment, the Lender shall apply funds it receives in accordance with the order of application of payments set forth in Section 2 of the Security Instrument.

(B) Monthly Payments

If I make a prepayment of an amount less than the amount needed to completely repay all amounts due under this Note and Security Instrument, my regularly scheduled payments of principal and interest will not change as a result.

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: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which 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 the principal, the reduction will be treated as a partial prepayment.

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

If the Note Holder has not received the full amount of any monthly payment by the end of fifteen 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 my overdue payment of principal and interest. 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 monthly 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 overdue amount by a certain date, 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. The date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(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. Those 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.

Any notice that must be given to the Note Holder under this Note will be given 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 notice of that different address.



000001426756020306590302

Initials:

T.W.

UNOFFICIAL COPY

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. 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 which might result if I do not keep the promises which 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 those conditions are described as follows:

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.

If Lender exercises this option, 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.

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

X Thomas Williams (Seal) _____ (Seal)
Thomas Williams -Borrower -Borrower

(Seal) (Seal)
-Borrower -Borrower

(Seal) (Seal)
-Borrower -Borrower

(Seal) (Seal)
-Borrower -Borrower

[Sign Original Only]

2007128551

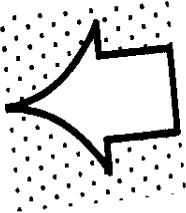
2007128551

VMP®-5N (R207) 01

Page 3 of 3

Form 3200 1/01

Thomas Williams
Thomas Williams, Settlor
EIN #XXX-XX-4044



**SIGN
HERE**

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Thomas: Williams
 c/o 2001 Arthur Avenue
 Berkeley [60163] Illinois

CITIMORTGAGE
ATTN: PAYOFF DEPARTMENT
1000 TECHNOLOGY DRIVE
O'FALLON, MISSOURI 63368-2240

Certified Mail #:7008 1300 0000 8542 8084

January 05, 2009

**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 #0771535810-2

Dear: PRESIDENT/ VICE PRESIDENT (CITIMORTGAGE):

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

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

Needless to say, we are most concerned. We are worried that potential fraudulent and deceptive practices by unscrupulous mortgage brokers; sales and transfers of mortgage servicing rights; deceptive and fraudulent servicing practices to enhance balance sheets; deceptive, abusive and fraudulent accounting tricks and practices may have also negatively affected any credit rating, mortgage account and/or the debt or payments that I am currently, or may be legally obligated to. we hereby demand absolute 1st hand evidence from you of the original uncertificated or certificated security regarding account number 0771535810-2. 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

UNOFFICIAL COPY

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

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

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

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

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

Increased the amounts of monthly payments.

Increased the principal balance I owe:

Increased escrow payments;

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

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

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

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

To insure this, we have authorized a thorough review, examination, accounting and audit of account #0771535810-2 by mortgage auditing and predatory servicing or lending experts. This exam and audit will review this mortgage account file from the date of initial contact, application and the origination of this account to the present date written above.

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

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

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

UNOFFICIAL COPY

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

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

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

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

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

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

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

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

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

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

- 1) Any certificated or uncertificated security, front and back, used for the funding of account #0771535810-2.
- 2) Any and all "Pool Agreement(s)" including account #0771535810-2 between CITIMORTGAGE and any government sponsored entity, hereinafter (GSE).
- 3) Any and all "Deposit Agreement(s)" regarding account #0771535810-2 or the "Pool Agreement" including account #0771535810-2 and any GSE.
- 4) Any and all "Servicing Agreement(s)" between CITIMORTGAGE and any GSE.
- 5) Any and all "Custodial Agreement(s)" between CITIMORTGAGE and any GSE.
- 6) Any and all "Master Purchasing Agreement" between CITIMORTGAGE and any GSE.

UNOFFICIAL COPY

- 7) Any and all "Issuer Agreement(s)" between CITIMORTGAGE and any GSE.
- 8) Any and all "Commitment to Guarantee" agreement(s) between CITIMORTGAGE and any GSE.
- 9) Any and all "Release of Document agreements" between CITIMORTGAGE and any GSE.
- 10) Any and all "Master Agreement for servicer's Principle and Interest Custodial Account" between CITIMORTGAGE and any GSE.
- 11) Any and all "Servicers Escrow Custodial Account" between CITIMORTGAGE and any GSE.
- 12) Any and all "Release of Interest" agreements between CITIMORTGAGE and any GSE.
- 13) Any Trustee agreement(s) between CITIMORTGAGE and CITIMORTGAGE trustee regarding account #0771535310-2 or pool accounts with any GSE.
- 14) Please send to the requester a copy of any documentation evidencing any trust relationship regarding the Mortgage/Deed of Trust **and** any Note in this matter.
- 15) Please send to the requester a copy of any and all document(s) establishing any Trustee of record for the Mortgage/Deed of Trust **and** any Note.
- 16) Please send to the requester a copy of any and all document(s) establishing the date of any appointment of Trustee Mortgage/Deed of Trust **and** any Note. Please also include any and all assignments or transfers or nominees of any substitute trustee(s).
- 17) Please send to the requester a copy of any and all document(s) establishing any Grantor for this Mortgage/Deed of Trust **and** any Note.
- 18) Please send to the requester a copy of any and all document(s) establishing any Grantee for this Mortgage/Deed of Trust **and** any Note.
- 19) Please send to the requester a copy of any and all document(s) establishing any Beneficiary for this Mortgage/Deed of Trust **and** any Note.
- 20) Please send to the requester any documentation evidencing the Mortgage or Deed of trust is **not** a constructive trust or any other form of trust.
- 21) All data, information, notations, text, figures and information contained in your mortgage servicing and accounting computer systems including, but not limited to Alltel or Fidelity CPI system, or any other similar mortgage servicing software used by you, any servicers, or sub-servicers of this mortgage account from the inception of this account to the date written above.
- 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.

UNOFFICIAL COPY

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

UNOFFICIAL COPY

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

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

ACCOUNT ACCOUNTING & SERVICING SYSTEMS

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

DEBITS & CREDITS

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

MORTGAGE & ASSIGNMENTS

UNOFFICIAL COPY

- 1) Has each sale, transfer or assignment of this mortgage, monetary instrument, deed of trust or any other instrument we executed to secure this debt been recorded in the county property records in the county and state in which my property is located from the inception of this account to the present date? Yes or No?
- 2) If not, why?
- 3) Is your company the servicers of this mortgage account or the holder in due course and beneficial owner of this mortgage, monetary instrument and/or deed of trust?
- 4) Have any sales, transfers or assignments of this mortgage, monetary instrument, deed of trust or any other instrument we executed to secure this debt been recorded in any electronic fashion such as MERS or other internal or external recording system from the inception of this account to the present date? Yes or No?
- 5) If yes, please detail for us the names of each seller, purchaser, assignor, assignee or any holder in due course to any right or obligation of any note, mortgage, deed or security instrument we executed securing the obligation on this account that was not recorded in the county records where my property is located whether they be mortgage servicing rights or the beneficial interest in the principal and interest payments.

ATTORNEY FEES

- 1) For purposes of my questions below dealing with attorney fees, please consider the terms attorney fees and legal fees to be one in the same.
- 2) Have attorney fees ever been assessed to this account from the inception of this account to the present date?
- 3) If yes, please detail each separate assessment, charge and collection of attorney fees to this account from the inception of this account to the present date and the date of such assessment to this account?
- 4) Have attorney fees ever been charged to this account from the inception of this account to the present date?
- 5) If yes, please detail each separate charge of attorney fees to this account from the inception of this account to the present date and the date of such charge to this account?
- 6) Have attorney fees ever been collected from this account from the inception of this account to the present date?
- 7) If yes, please detail each separate collection of attorney fees from this account from the inception of this account to the present date and the date of such collection from this account?
- 8) Please provide for us the name and address of each attorney or law firm that has been paid any fees or expenses related to this account from the inception of this account to the present date?

UNOFFICIAL COPY

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

SUSPENSE/UNAPPLIED ACCOUNTS

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

- 1) Has there been any suspense or unapplied account transactions on this account from the inception of this account until present date?
- 2) If yes, please explain the reason for each and every suspense transaction that occurred on this account? If no, please skip the questions in this section dealing with suspense and unapplied accounts.
- 3) In a spreadsheet or in letter form in a columnar format, please detail for us each and every suspense or unapplied transaction, both debits and credits that has occurred on this account from the inception of this account until present date?

UNOFFICIAL COPY

LATE FEES

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

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

UNOFFICIAL COPY

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

PROPERTY INSPECTIONS

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

UNOFFICIAL COPY

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

UNOFFICIAL COPY

- 31) Please forward to us copies of all property inspections made on my property in this mortgage account file.
- 32) Has any fee charged or assessed for property inspections been placed into escrow account? Yes or no?

BPO FEES

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

FORCED-PLACED INSURANCE

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

UNOFFICIAL COPY

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

SERVICING RELATED QUESTIONS

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

- 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?

UNOFFICIAL COPY

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

UNOFFICIAL COPY

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

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

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

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

Default Provision(s) under this QUALIFIED WRITTEN RESPA REQUEST
CITIMORTGAGE'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

UNOFFICIAL COPY

law and/or immediate terminate/remove any and all right, title and interests (liens) in Thomas: Williams or any property or collateral connected to Thomas: Williams or account #0771535810-2 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. Thomas: Williams's right, by breach of fiduciary responsibility and fraud and misrepresentation revocation and rescinding of any and all power of attorney or appointment CITIMORTGAGE may have or may have had in connection with account #0771535810-2 and any property and/or real estate connected with account #0771535810-2.
2. Thomas: Williams's right to have any certificated or uncertificated security re-registered in Thomas: Williams's, and only Thomas: Williams's name.
3. Thomas: Williams's right of collection via CITIMORTGAGE's liability insurance and/or bond.
4. Thomas: Williams's entitlement in filing and executing any instruments, as power of attorney for and by CITIMORTGAGE, including but not limited by a new certificated security or any security agreement perfected by filing a UCC Financing Statement with the Secretary of State in the State where the property (properties) is (are) located.
5. Thomas: Williams's right to damages because of CITIMORTGAGE's wrongful registration, breach of intermediary responsibility with regard to Thomas: Williams's asset by CITIMORTGAGE issuing to Thomas: Williams a certified check for the original value of Thomas: Williams's monetary instrument.
6. Thomas: Williams's right to have account #0771535810-2 completely set off because of CITIMORTGAGE's wrongful registration, breach of intermediary responsibility with regard to Thomas: Williams's monetary instrument/asset by CITIMORTGAGE sending confirmation of set off of wrongful liability of Thomas: Williams and issuing a certified check for the difference between the original value of Thomas: Williams's monetary instrument/asset and what Thomas: Williams mistakenly sent to CITIMORTGAGE as payment for such wrongful liability.

CITIMORTGAGE or any transfers, agents or assigns offering a rebuttal of this RESPA REQUEST must do so in the manner of this "RESPA REQUEST" in accordance of and in compliance with current statutes and/or laws by signing in the capacity of a fully liable man or woman being responsible and liable under the penalty of perjury while offering direct testimony with the official capacity as an appointed agent for CITIMORTGAGE in accordance with CITIMORTGAGE's Articles of Incorporation, By Laws duly signed by a current and duly sworn under oath director(s) of such corporation/Holding Corporation/National Association. Any direct rebuttal with certified true and complete accompanying proof must be posted with the Notary address herein within 30 days. When no verified rebuttal of this "RESPA REQUEST" is made in a timely manner, a "Certificate of Non -Response" serves as CITIMORTGAGE'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.

UNOFFICIAL COPY

Power of Attorney: When CITIMORTGAGE fails by not rebutting to any part of this "RESPA REQUEST" agrees with the granting unto Thomas: Williams unlimited Power of Attorney and any and all full authorization in signing or endorsing Thomas: Williams 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 CITIMORTGAGE waives any and all claims of Thomas: Williams, and/or defenses and remains in effect until satisfaction of all obligation(s) by CITIMORTGAGE have been satisfied.

Sincerely,



Thomas: Williams

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.

UNOFFICIAL COPY

LOT 2 IN MARY V. DENVER'S RESUBDIVISION OF LOTS 41 TO 48 INCLUSIVE IN NETTIE KEITH'S
SUBDIVISION OF LOT 4 IN PARTITION OF THE WEST 60 ACRES OF SOUTH PLANK ROAD OF THE
SOUTHWEST ¼ OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL.

MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN: 16-23-318-012-0000

COMMONLY KNOW AS: 1955 SOUTH HARDING AVENUE, CHICAGO, ILLINOIS 60623

Property of Cook County Clerk's Office