

# UNOFFICIAL COPY



## NOTICE OF RECONVEYANCE

Doc#: 0919129088 Fee: \$88.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/10/2009 03:36 PM Pg: 1 of 27

**Contract # 02-8455792**  
**CITIBANK NA**  
**ATTN: ADMINISTRATION DEPT**  
**500 WEST MADISON ST.-5<sup>TH</sup> FL**  
**CHICAGO [60661] ILLINOIS**  
**(\$900,000) 2428-30 W. Walton St.**

**Payor: RUSLAN USTYANICH**  
**c/o 2475 W. ERIE ST. CHICAGO [60612] ILLINOIS**

I, Ruslan: Ustyanich, 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 RUSLAN USTYANICH, organization #114-78-5388, and have PREPAID EXEMPT status as evidenced by UCC-1 Financing Statement #0916003026 as the testimony of the Secretary of State Illinois.

On July 11, 2007, Settlor, signed for his legal fiction RUSLAN USTYANICH, on a Deed of Trust recorded at Document #0719433083, of COOK COUNTY, ILLINOIS, RUSLAN USTYANICH, herein "BORROWER," was named as Trustor to a trust presented by Chicago Title & Trust 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 #02-8455792 was paid to CITIBANK NA, 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.

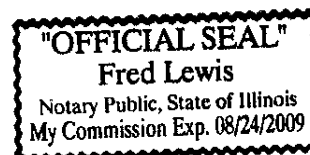
The Settlor signed a Promissory Note for the BORROWER evidencing consideration, and delivered it to the TRUSTEE who accepted the Note as payment for the loan based upon Settlor prepaid exempt status, thereby discharging the debt the BORROWER, as Trustor, had with the Beneficiary.

The TRUSTEE inadvertently failed to register the Promissory Note and therefore the Cook County, Illinois 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.

Ruslan: Ustyanich, Settlor



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**Illinois)**  
**) ss ACKNOWLEDGEMENT**  
**Cook County )**

I,  
a Notary Public in and for said county and state, do hereby certify that  
Ruslan: Ustyanich  
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.

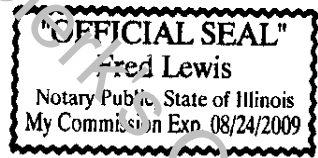
Given under my hand and official seal, this 10<sup>TH</sup> day of SOV 2009

My Commission Expires 08-24-2009

[Signature]  
Notary Public

**Ruslan: Ustyanich**  
**c/o 2435 W. Erie St.**  
**Chicago [60612] Illinois**  
**Settlor**

**CITIBANK NA**  
**ATTN: ADMINISTRATION DEPT**  
**500 WEST MADISON ST.-5<sup>TH</sup> FL**  
**CHICAGO [60661] ILLINOIS**



**RE: Contract # 02-8455792**

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



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prepayment fee (the "**Prepayment Fee**") in an amount equal to all interest that would have accrued on the Prepayment Amount after the Prepayment Date through and including the date which is thirty (30) days after the date that Lender received the Prepayment Notice if Lender, in its sole discretion, has agreed to accept less than thirty (30) days prior notice **PLUS:**

Three percent (3%) of the Prepayment Amount if the Prepayment Date occurs during the first Loan Year;

Two percent (2%) of the Prepayment Amount if the Prepayment Date occurs during the second Loan Year;

One percent (1%) of the Prepayment Amount if the Prepayment Date occurs during the third or fourth Loan Year; and

Zero percent (0%) if the Prepayment Date occurs during any succeeding Loan Year.

Without limiting any of the provisions of this Section 3.A, Lender shall not be obligated to accept any prepayment of the principal balance of this Note unless it is accompanied by all sums described in clauses (i) through (iv) of this Section 3.A.

Borrower acknowledges and agrees that this prepayment provision in its entirety shall re-apply each time Lender elects to extend the loan pursuant to its Modification Option as set forth in Section 20.

- B. Default Prepayment Fee:** Borrower agrees that any tender of payment by Borrower or any other party of all or any portion of the principal sum evidenced by this Note, other than as expressly set forth in Sections 1 or 3.A of this Note, shall constitute a prohibited prepayment hereunder. Borrower further agrees that should (i) any default be made in the payment of any amount due under this Note, or any other event of default have occurred under any of the Loan Documents, and (ii) the maturity hereof be accelerated, then a tender of payment by Borrower, or by any entity related to, or affiliated with, Borrower or anyone on behalf of Borrower, of the amount necessary to satisfy all sums due under the Loan Documents, including, without limitation, any sum due on any judgment rendered in any foreclosure action, or any amounts necessary to redeem the real property securing this Note, made at any time prior to, during, or after, a judicial foreclosure or a sale pursuant to the exercise of a power of sale of the Property, shall constitute an evasion of the payment terms hereof and shall be deemed to be a prohibited prepayment hereunder. Borrower acknowledges that a default by Borrower causing a prohibited prepayment of this Note will result in Lender incurring additional expense in servicing and enforcing this Note and loss to Lender of the use of the money due and frustration in meeting its other commitments. Borrower agrees that, in the event of any such prohibited prepayment of this Note caused by Borrower's default, Lender shall be entitled to damages for the detriment caused thereby but that it is extremely difficult and impractical to ascertain the extent of such damages. Borrower therefore acknowledges and agrees that the Prepayment Fee set forth in this Note represents a reasonable estimate of such damages to Lender. Such Prepayment Fee shall be paid in the case of any prohibited prepayment without prejudice to the right of Lender to collect any other amounts provided to be paid under the Loan Documents. Nothing herein contained shall constitute an agreement on the part of Lender to accept any prepayment, other than as expressly provided in Section 3.A of this Note.

#### 4. BORROWER'S FAILURE TO PAY AS REQUIRED

- A. Late Payment Charge:** Borrower shall pay to Lender a late charge (the "**Late Charge**") of six percent (6%) of any Monthly Payment not received by Lender within ten (10) days after the payment is due. Any unpaid Late Charge shall become part of the indebtedness due under this Note, the Security Instrument, and all other Loan Documents, and shall be added to any subsequent payments due under the Loan Documents. Lender's acceptance of any Late Charge shall not be deemed a cure of any default under the Loan Documents and such acceptance shall not constitute a waiver of any of Lender's rights under the Loan Documents, including, without limitation, the right to compel Borrower's prompt performance thereunder. The Late Charge shall be in addition to all other rights and remedies available to Lender upon the occurrence of a default under the Loan Documents. Lender's failure to collect the Late Charge shall not constitute a waiver of Lender's right to require payment of the Late Charge for past or future defaults.

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- B. Default:** If Borrower is in default in the making of any payment under this Note or is in default under or has breached any of the terms of the Security Instrument or any other Loan Documents, Lender shall have the right to declare the whole sum of principal and interest remaining unpaid, and all other sums due hereunder, immediately due and payable and, upon such declaration and acceleration of the Final Payment Date hereof, to increase the Interest Rate hereunder to a fluctuating rate per annum equal to the lesser of (a) the maximum rate of interest permitted by law at such time; or (b) the greater of (i) five percent (5%) above the Interest Rate or (ii) five percent (5%) above the Prime Rate (hereinafter defined), in effect at the time of the occurrence of the default (the "**Default Rate**"). Such Default Rate shall continue to apply until all defaults are cured to the satisfaction of Lender. Failure to exercise this option upon any one or more defaults or the acceptance by Lender of any payment hereunder which is less than payment in full shall not constitute a waiver of the right to exercise any of Lender's rights or remedies at that time or any subsequent time. As used herein, the term "**Prime Rate**" shall mean the rate of interest most recently published, as of the date on which the Prime Rate is to be determined for purposes of this Note, as the Prime Rate in the "**Money Rates**" column of the Wall Street Journal, or if such column or equivalent column is no longer published in the Wall Street Journal, then the Prime Rate shall mean the base, prime or reference rate, determined by Lender in its sole discretion, at which commercial unsecured loans are made to corporate customers by one or more U.S. domestic money center banks designated from time to time by Lender in its sole discretion. The Default Rate shall accrue on the outstanding principal balance of this Note, including, without limitation, delinquent interest and any and all costs and expenses incurred by Lender in the exercise of the rights and remedies available to Lender upon the occurrence of a default under the Loan Documents.
- C. Reasonableness of Late Charges and Default Charges:** Borrower acknowledges that nonpayment of any payment when due either monthly or at maturity (whether or not resulting from acceleration due to an event of default under this Note, the Security Instrument or any other Loan Documents) will result in damages to Lender by reason of the additional expenses incurred in servicing the indebtedness evidenced by this Note and by reason of the loss to Lender of the use of the money due and frustration to Lender in meeting its other commitments. Borrower also acknowledges and agrees that the occurrence of any other event of default under this Note, the Security Instrument or any other Loan Documents will result in damages to Lender by reason of the detriment caused thereby. Borrower further acknowledges that it is and will be extremely difficult and impracticable to ascertain the extent of such damages caused by nonpayment of any sums when due or resulting from any other event of default under this Note, the Security Instrument or any other Loan Documents. Borrower by its execution and delivery hereof and Lender by the acceptance of this Note agree that the Late Charge is a reasonable estimate of such damages, based in part upon the duration of the default, and that the Late Charge specified above with respect to delinquent payments and the Default Rate prescribed above with respect to the amount due and payable after maturity or acceleration will not unreasonably compensate Lender for such damages.

## 5. APPLICATION OF PAYMENTS

Any payment under this Note which is received by Lender at or before 2:00 p.m. Pacific Time will be credited to Borrower's account as of the date it is received. Any payment under this Note which is received by Lender after 2:00 p.m. Pacific Time will be credited to Borrower's account on the Business Day next following the date on which received. As used herein "**Business Day**" means a day, other than a Saturday or a Sunday, on which commercial banks in California are open for business for all banking functions. As long as there is no default under this Note, the Security Instrument or any other Loan Documents, Lender shall apply each Monthly Payment first to interest due on the unpaid principal balance, then to the reduction of unpaid principal, and then to the Accumulation Account described in the Security Instrument, if any; provided, however, that, if any sums have been advanced by Lender to or on behalf of Borrower or the Property, Lender shall have the right, but not the obligation, to apply the Monthly Payment first to the repayment of such sums advanced. In the event of any default in payment under this Note or any other default under this Note, the Security Instrument or any other Loan Documents, Lender, at its option, may apply Monthly Payments and all other sums received by Lender in such manner and in such order as Lender elects in its sole discretion.

## 6. WAIVERS

Each Borrower and each guarantor of this Note, and each person who may at any time assume or otherwise become liable on this Note (i) waives demand, protest, presentment for payment, valuation, appraisal, notice of intention to accelerate the maturity of this Note and to declare the entire balance of the indebtedness evidenced by this Note due and payable, notice that the entire balance of the indebtedness evidenced by this

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Note has been declared due and payable, notice of nonpayment, notice of protest and all other notices, filing of suit and diligence in collecting this Note or enforcing the Security Instrument for the payment of this Note, (ii) agrees to any substitution, exchange or release of any security or the release of any party primarily or secondarily liable on this Note, (iii) agrees that, to enforce payment of this Note, Lender will not be obligated to commence an action or exhaust the remedies of Lender against Borrower or others liable or to become liable on this Note, or enforce the rights of Lender against any security for the payment of this Note, and (iv) consents to any extensions or postponements of time of payment of this Note and to any other indulgence in connection with this Note without notice of the extensions, postponements or indulgences to any of them.

## 7. FEES AND EXPENSES

If Borrower defaults under this Note, Borrower shall be personally liable for and shall pay to Lender, in addition to all other indebtedness of Borrower to Lender under the Loan Documents, all costs and expenses incurred by Lender in collection of amounts due under this Note or any other Loan Documents or in the enforcement of this Note or any other Loan Documents, including but not limited to reasonable attorneys' fees. Without limiting the foregoing, if Lender refers this Note to an attorney for collection or seeks legal advice following default, or if any other judicial or non-judicial action is instituted, or any attorney is employed to reclaim, sequester, protect, preserve or enforce Lender's interest in any real property or other security for this Note, including but not limited to proceedings under bankruptcy or eminent domain laws, or any attorney is employed to interpret, amend, modify, restate or extend this Note or any of the other Loan Documents, or any attorney is employed resulting from a dispute between Borrower and Lender regarding this Note or any of the other Loan Documents, Borrower shall pay all of the costs and expenses incurred by Lender, including, without limitation, the costs and reasonable fees of Lender's attorneys, including attorneys' fees at trial and on subsequent appeal or review, to the extent permitted by applicable law.

## 8. GOVERNING LAW; SEVERABILITY

This Note shall be governed by and construed and enforced in accordance with the laws of the United States of America and any rules, regulations or orders issued or promulgated thereunder applicable to the affairs of, or transactions entered into, by Lender as a national banking association; and this Note shall, to the extent not covered thereby, otherwise be governed by, and construed and enforced in accordance with, the laws of the state where the Property is located without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than such state. In the event that any provision or clause of this Note, the Security Instrument or any other Loan Document is construed by a court of competent jurisdiction to be void, invalid or unenforceable, such construction shall not affect other provisions of this Note, the Security Instrument or the other Loan Documents which can be given effect without the void, invalid or unenforceable provision, and to this end the provisions of this Note, the Security Instrument and all other Loan Documents are declared to be severable.

## 9. NO ORAL WAIVER, MODIFICATION OR CANCELLATION; INVALIDITY

No provision of this Note may be waived, modified, discharged or canceled orally, but only in writing and signed by the party against whom enforcement of any waiver, modification, discharge or cancellation is sought. In case any one or more of the provisions contained in this Note shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Note shall be construed as if such invalid, illegal or unenforceable provision(s) had never been included.

## 10. HEADINGS

The headings of this Note are inserted for convenience of reference only and shall not be applied in construing the provisions of this Note.

## 11. TIME OF ESSENCE

Time is of the essence under this Note.

## 12. LAWFUL RATE OF INTEREST

In no event shall the amount of interest paid hereunder, together with all the amounts reserved, charged, or taken by Lender as compensation for fees, services, or expenses incidental to the making, negotiation, or collection of the Loan exceed the maximum rate of interest on the unpaid principal balance hereof allowable by applicable law. Nothing contained in this Note, nor in any instrument related hereto, or securing this Note, shall be construed or operate as to require Borrower to pay interest in an amount or at a rate greater than the maximum allowed by applicable law. Should any interest or other payments paid by Borrower or property received by Lender result in

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the computation or earning of interest in excess of the maximum rate of interest which is permitted under applicable law, then any and all such excess shall be and the same is hereby waived by Lender, and all such excess shall be automatically credited against and in reduction of the principal balance of this Note, and any portion of said excess which exceeds the principal balance of this Note shall be paid by Lender to Borrower, it being the intent of the parties hereto that under no circumstances shall Borrower be required to pay interest in excess of the maximum rate or amount allowed by applicable law.

## 13. SECURITY

This Note is secured by, among other things, the Security Instrument described above. This Note shall evidence, and the Security Instrument and any of the other Loan Documents which provide that they secure this Note shall secure, the indebtedness described herein, any further loans or advances that may be made to or on behalf of Borrower by Lender at any time or times hereafter under the Security Instrument, and any other amounts required to be paid by Borrower under any of the Loan Documents which provide that they secure this Note, and any such loans, advances or amounts shall be added to the indebtedness evidenced by this Note, and shall bear interest at the Interest Rate unless a greater rate is expressly provided for in this Note, the Security Instrument or such other Loan Documents.

## 14. DISCLOSURE OF BORROWER INFORMATION

Borrower hereby acknowledges and agrees that Lender may, at any time and from time to time, in Lender's sole discretion, and without notice to or consent of Borrower, sell, assign or participate interests in the Loan and in connection therewith may disclose to any prospective assignee or participant any and all financial and other information about Borrower, any guarantor of the Loan, or any other person or entity which may be or become liable on this Note, about the Property or the operations thereof, and about any aspect of Borrower's, any guarantor's, or any such other person's or entity's performance or non-performance of any obligations under the Loan Documents.

## 15. NOTICES

Any notice to be given hereunder by Borrower to Lender or by Lender to Borrower shall be given in the manner and to the respective addresses of the parties provided in the Security Instrument.

## 16. MULTIPLE SIGNERS

If more than one person or entity signs this Note, their liability is joint and several, and this Note shall also be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them, and their heirs, successors, receivers, personal representatives and assigns, and each of them.

## 17. BUSINESS LOAN

Borrower certifies that the Loan is obtained for business or commercial purposes and that the proceeds thereof will not be used primarily for personal, family, household, or agricultural purposes.

## 18. ASSIGNMENT; BINDING EFFECT

This Note and the Loan Documents shall inure to the benefit of and bind the successors and assigns of Lender. This Note and the Loan Documents shall inure to the benefit of and bind the heirs, legal representatives, successors and assigns of Borrower, subject to and without in any way limiting Lender's rights and remedies in connection with any transfer, assignment or disposition prohibited or restricted by the Security Instrument.

## 19. WAIVER OF JURY TRIAL

To the fullest extent permitted by law, Borrower and Lender HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY in any action, proceeding and/or hearing on any matter whatsoever arising out of, or in any way connected with, this Note, the Security Instrument or any of the Loan Documents, or the enforcement of any remedy under any law, statute, or regulation. Neither party will seek to consolidate any such action in which a jury has been waived, with any other action in which a jury trial cannot or has not been waived. Each party acknowledges that it has received the advice of counsel with respect to this waiver.

## 20. CALL OPTION

During the thirty (30) day period ("Option Period") immediately following each Option Date (as defined below), the Lender shall have the right, at its election, to:

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- a. extend the loan until the next succeeding Option Date at a rate of interest ("**Modified Interest Rate**") not to exceed the sum of Three percent ( 3.00%), plus the rate of interest ("**Base Rate**") as set forth in the most current yield in percent per annum for U.S. Government Securities ("**Treasury Constant Maturities**"), based on the maturity corresponding to the time period from the current Option Date to the next succeeding Option Date, as published in the Federal Reserve Statistical Release (H.15 Report) as released on, or most recent preceding date to, the Option Date (referred to as a "**Modification Option**"). In the event said H.15 Report ceases to be published or is otherwise not available for any other reason, Lender will select a comparable Base Rate; or
- b. require payment in full of the entire principal amount outstanding, all unpaid advances and all accrued interest hereunder ("**Obligations**") (referred to as a "**Call Option**").

If Lender elects to exercise a Call Option, notice of such election shall be provided to the undersigned during the Option Period and the undersigned shall pay the Obligations in full to the Lender on or before the payment date specified in that notice ("**Payment Date**"), which shall not be less than ninety (90) days from the date such notice is mailed.

If Lender elects to exercise a Modification Option, notice of such election shall be provided to the undersigned during the Option Period; however, the Modified Interest Rate shall apply to the outstanding balance of the loan from the Option Date until the loan is repaid or the interest rate is further modified hereunder.

If Lender elects to exercise either a Call Option or a Modification Option hereunder, payment in full of the Obligations within ninety (90) days of the mailing of Lender's notice shall not be considered a prepayment hereunder.

Lender's decision not to exercise its Call Option or a Modification Option does not constitute either a waiver of its rights to exercise a Call Option or a Modification Option during any subsequent Option Period or a waiver or modification of any other terms and conditions of this Note, all of which shall continue to apply.

As used herein, the initial "**Option Date**" shall mean August 1, 2012, and each succeeding Option Date shall be one year from the prior Option Date (except in the case where the holder of this Note actually exercises a Modification Option, in which case the next succeeding Option Date shall be five (5) years from the preceding Option Date) until maturity or acceleration of this loan, whichever shall first occur.

### NOTICE

THIS LOAN IS PAYABLE IN FULL ON DEMAND AS STATED IN THE ABOVE CALL OPTION PROVISION. IF THE LENDER DEMANDS PAYMENT, THE UNDERSIGNED ACKNOWLEDGES THAT IT MUST REPAY ANY UNPAID ADVANCES, THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID AND ACCRUED INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME.

BORROWER

U&U ENTERPRISE INC.,  
an Illinois corporation

By: \_\_\_\_\_

*R. Ustyanih*  
Ruslan Ustyanih, President

**NOT TO BE EXECUTED UNDER A POWER OF ATTORNEY**

*R. Ustyanih*  
Ruslan: Ustyanih Settlor  
EIN # 114785388 PREPAID



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Ruslan: Ustyanich (without prejudice)  
 c/o 2435 W. Erie St. (non-domestic)  
 Chicago [60612] Illinois

CITIBANK NA  
 ATTN: ADMINISTRATION DEPT  
 500 W. MADISON ST.-5<sup>TH</sup> FLOOR  
 CHICAGO [60661] ILLINOIS  
 (\$900,000) 2428-30 W. Walton St.

Certified Mail #:

June 18, 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 #02-8455792

Dear: PRESIDENT/ VICE PRESIDENT (CITIBANK NA):

I am (we are) writing to you to complain about the accounting and servicing of this mortgage and my (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 I (we) have, that you have sent, and any conversations with your service representatives, have been unproductive and have not answered many questions. I dispute this alleged debt.

It is my (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, I am (we are) extremely concerned about such practices by anyone, let alone this mortgage company or anyone who has any interest this matter. I am (we are) concerned that such abuses are targeting the uneducated and uninformed consumer and disadvantaged, poor, elderly and minority Americans.

**Needless to say, I am (we are) most concerned. I am (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**

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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 (we are) currently, or may be legally obligated to. I (we) hereby demand absolute 1<sup>st</sup> hand evidence from you of the original un-certificated or certificated security regarding account number 02-8455792. In the event you do not supply me (us) with the very security it will be a positive confirmation on your part that you never really created and owned one. I (we) also hereby demand that a chain of transfer from you to wherever the security is now be promptly sent to me (us) as well. Absent the actual evidence of the security I (we) have no choice but to dispute the validity of your lawful ownership, funding, entitlement right, and the current debt you allege I (we) owe. By debt I am (we are) referring to the principal balance you claim I (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 sub service for.

**To independently validate this debt, I (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.**

I (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 I (we) owe. I (we) would like you to validate this debt so that it is accurate to the penny!

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

I/we understand that potential abuses by you or previous servicer's could have deceptively, wrongfully, unlawfully, and/or illegally:

Increased the amounts of monthly payments.

Increased the principal balance I/we 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/we request you insure that I (we) have not been the victim of such predatory servicing or lending practices.

To insure this, I (we) have authorized a thorough review, examination, accounting and audit of account # **02-8455792** 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 Ill as a request under Truth In Lending Act [TILA] 15 U.S.C. § 1601, et seq. RESPA provides substantial penalties and fines for non-compliance or failure to answer my (our) questions provided in this letter within thirty [30] days of its receipt!

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In order to conduct the examination and audit of this loan, I (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 me (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;

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/us;

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 (us) in any agreement, have been charged, assessed or collected from this account;

In order to validate this debt and audit this account, I (we) need copies of pertinent documents to be provided to me (us). I (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 my/our name.

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

- 1) Any certificated or un-certificated security, front and back, used for the funding of account # **02-8455792**
- 2) Any and all "Pool Agreement(s)" including account # **02-8455792** between **CITIBANK NA** and any government sponsored entity, hereinafter (GSE).

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- 3) Any and all "Deposit Agreement(s)" regarding account # **02-8455792** or the "Pool Agreement" including account # **02-8455792** and any GSE.
- 4) Any and all "Servicing Agreement(s)" between **CITIBANK NA** and any GSE.
- 5) Any and all "Custodial Agreement(s)" between **CITIBANK NA** and any GSE.
- 6) Any and all "Master Purchasing Agreement" between **CITIBANK NA** and any GSE.
- 7) Any and all "Issuer Agreement(s)" between **CITIBANK NA** and any GSE.
- 8) Any and all "Commitment to Guarantee" agreement(s) between **CITIBANK NA** and any GSE.
- 9) Any and all "Release of Document agreements" between **CITIBANK NA** and any GSE.
- 10) Any and all "Master Agreement for servicer's Principle and Interest Custodial Account" between **CITIBANK NA** and any GSE.
- 11) Any and all "Servicers Escrow Custodial Account" between **CITIBANK NA** and any GSE.
- 12) Any and all "Release of Interest" agreements between **CITIBANK NA** and any GSE.
- 13) Any Trustee agreement(s) between **CITIBANK NA** and **CITIBANK NA** trustee regarding account # **02-8455792** or pool accounts with any GSE.
- 14) Please send to the requester a copy of any documentation evidencing any trust relationship regarding the Mortgage/Deed of Trust **and** any Note in this matter.
- 15) Please send to the requester a copy of any and all document(s) establishing any Trustee of record for the Mortgage/Deed of Trust **and** any Note.
- 16) Please send to the requester a copy of any and all document(s) establishing the date of any appointment of Trustee Mortgage/Deed of Trust **and** any Note. Please also include any and all assignments or transfers or nominees of any substitute trustee(s).
- 17) Please send to the requester a copy of any and all document(s) establishing any Grantor for this Mortgage/Deed of Trust **and** any Note.
- 18) Please send to the requester a copy of any and all document(s) establishing any Grantee for this Mortgage/Deed of Trust **and** any Note.
- 19) Please send to the requester a copy of any and all document(s) establishing any Beneficiary for this Mortgage/Deed of Trust **and** any Note.
- 20) Please send to the requester any documentation evidencing the Mortgage or Deed of trust is **not** a constructive trust or any other form of trust.

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- 21) All data, information, notations, text, figures and information contained in your mortgage servicing and accounting computer systems including, but not limited to Alltel or Fidelity CPI system, or any other similar mortgage servicing software used by you, any servicers, or sub-servicers of this mortgage account from the inception of this account to the date written above.
- 22) All descriptions and legends of all Codes used in your mortgage servicing and accounting system so that the examiners, auditors and experts retained to audit and review this mortgage account may properly conduct their work.
- 23) All assignments, transfers, allonge, or other document evidencing a transfer, sale or assignment of this mortgage, deed of trust, monetary instrument or other document that secures payment by me to this obligation in this account from the inception of this account to the present date including any such assignments on MERS.
- 24) All records, electronic or otherwise, of assignments of this mortgage, monetary instrument or servicing rights to this mortgage including any such assignments on MERS.
- 25) All deeds in lieu, modifications to this mortgage, monetary instrument or deed of trust from the inception of this account to the present date.
- 26) The front and back of each and every canceled check, money order, draft, debit or credit notice issued to any servicers of this account for payment of any monthly payment, other payment, escrow charge, fee or expense on this account.
- 27) All escrow analyses conducted on this account from the inception of this account until the date of this letter;
- 28) The front and back of each and every canceled check, draft or debit notice issued for payment of closing costs, fees and expenses listed on any and all disclosure statement(s) including, but not limited to, appraisal fees, inspection fees, title searches, title insurance fees, credit life insurance premiums, hazard insurance premiums, commissions, attorney fees, points, etc.
- 29) Front and back copies of all payment receipts, checks, money orders, drafts, automatic debits and written evidence of payments made by others or me/us on this account.
- 30) All letters, statements and documents sent to me (us) by your company;
- 31) All letters, statements and documents sent to me (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.

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

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

**ACCOUNT ACCOUNTING & SERVICING SYSTEMS**

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

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- 2) In a spreadsheet form or in letterform in a columnar format, please detail for me (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 me (us) with the definition for each corresponding transaction code you utilize?
- 4) For each transaction code, please provide me (us) with the master transaction code list used by you or previous servicers.

**MORTGAGE & ASSIGNMENTS**

- 1) Has each sale, transfer or assignment of this mortgage, monetary instrument, deed of trust or any other instrument I/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 I (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 me (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 I (we) executed securing the obligation on this account that was not recorded in the county records where my/our 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?

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- 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 me (us) the name and address of each attorney or law firm that has been paid any fees or expenses related to this account from the inception of this account to the present date?
- 9) Please identify for me (us) in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I/we signed authorized the assessment, charge or collection of attorney fees?
- 10) Please detail and list for me (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 me (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 me (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 me (us) in writing any adjustments in attorney fees collected and on what date such adjustment I re 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/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.



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- 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 (us) each and every suspense or unapplied transaction, both debits and credits that has occurred on this account from the inception of this account until present date?

**LATE FEES**

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

- 1) Have you reported the collection of late fees on this account as interest in any statement to me (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 (us) in writing what expenses and damages you incurred for any payment I (we) made that was late.
- 6) Are 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 are charged or assessed to this account?
- 8) Please describe for me (us) in writing what expenses you or others undertook due to any payment I (we) made, which was late?
- 9) Please describe for me/us in writing what damages you or others undertook due to any payment I (we) made, which was late?
- 10) Please identify for me (us) in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I (we) signed authorized the assessment or collection of late fees?
- 11) Please detail and list for me (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.

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- 12) Please detail and list for me (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 me (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?
- 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/us with the exact months or payment dates you or other previous servicers of this account claim I (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 me (us) the price charged for each property inspection?
- 6) Please tell me (us) the date of each property inspection?
- 7) Please tell me (us) the name and address of each company and person who conducted each property inspection on my (our) property?

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- 8) Please tell me (us) why property inspections were conducted on my (our) property?
- 9) Please tell me (us) how property inspections are beneficial to me (us).
- 10) Please tell me (us) how property inspections are protective of my (our) property.
- 11) Please explain to me (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?
- 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 (us) of a debt, payment or obligation I (we) owe?
- 16) If yes, please answer when and why?
- 17) Please identify for me (us) in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I (we) signed that authorized the assessment or collection of property inspection fees?
- 18) Have you labeled in any record or document sent to me (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 me/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 me (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 me (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 me (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?

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

## **BPO FEES**

- 1) Have any BPOs [Broker Price Opinions] been conducted on my property?
- 2) If yes, please tell me/us the date of each BPO conducted on my (our) property that is the secured interest for this mortgage, deed or note?
- 3) Please tell me (us) the price of each BPO?
- 4) Please tell me (us) who conducted each BPO?
- 5) Please tell me (us) why BPOs were conducted on my (our) property
- 6) Please tell me (us) how BPOs are beneficial to me (us).
- 7) Please tell me (us) how BPOs are protective of my (our) property.
- 8) Please explain to me (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 me (us) specifically what clause, paragraph and sentence in the note, mortgage or deed of trust or any agreement I (we) have executed allows you to assess, charge or collect a BPO fee from me (us).
- 14) Please send to me (us) copies of all BPO reports that have been done on my (our) property.

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15) Has any fee charged or assessed for A BFO been placed into escrow? Yes or no?

**FORCED-PLACED INSURANCE**

- 1) Have you placed or ordered any forced-placed insurance policies on my (our) property?
- 2) If yes, please tell me (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 me (us) the price of each policy?
- 4) Please tell me (us) the agent for each policy?
- 5) Please tell me (us) why each policy was placed on my (our) property.
- 6) Please tell me (us) how the policies are beneficial to me (us).
- 7) Please tell me (us) how policies are protective of my (our) property.
- 8) Please explain to me (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 me (us) specifically what clause, paragraph and sentence in the note, mortgage or deed of trust or any agreement I (we) have executed allows you to assess, charge or collect forced-placed insurance fees from me (us).
- 14) Do you have any relationship with the agent or agency that placed any policies on my (our) property? If yes, please describe.
- 15) Do you have any relationship with the carrier that issued any policies on my (our) property? If yes, please describe.
- 16) Has the agency or carrier you used to place a forced-placed insurance policy on my (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?

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18) Please send to me (us) copies of all forced-placed insurance policies that have been ordered on my (our) property.

**SERVICING RELATED QUESTIONS**

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

- 1) Did the originator or previous servicers of this account have any financing agreements or contracts with your company or an affiliate of your company?
- 2) Did the originator of this account or previous servicers of this account have a warehouse account agreement or contract with your company?
- 3) Did the originator of this account or previous servicers of this account receive any compensation, fee, commission, payment, rebate or other financial consideration from your company or any affiliate of your company for handling, processing, originating or administering this loan? If yes, please describe and itemize each and every form of compensation, fee, commission, payment, rebate or other financial consideration paid to the originator of this account by your company or any affiliate.
- 4) Please identify for me (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 I (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 I (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 (our) 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.

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- 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.
- 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 (us) 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 (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 me (us) copies with the front and back of canceled check.
- 22) Did any investor approve the foreclosure of my (our) 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 (us) with the documents I (we) have requested and a detailed answer to each of my questions within the required lawful time frame. Upon receipt of the documents and

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answer, an exam and audit will be conducted that may lead to a further document request and answer 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 letters are being sent to FTC, HUD, Thrift Supervision, all relevant state and federal regulators; and other consumer advocates; and my congressman.**

It is my (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**

**CITIBANK NA's** or any agents, transfers, or assigns omissions of or agreement by silence of this RESPA REQUEST via certified rebuttal of any and all points herein this "RESPA REQUEST." agrees and consents to including but not limited by any violations of law and/or immediate terminate/remove any and all right, title and interests (liens) in **Ruslan: Ustyanich** or any property or collateral connected to **Ruslan: Ustyanich** or account # **02-8455792** 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. **Ruslan: Ustyanich's** right, by breach of fiduciary responsibility and fraud and misrepresentation revocation and rescinding of any and all power of attorney or appointment **CITIBANK NA** may have or may have had in connection with account # **02-8455792** and any property and/or real estate connected with account # **02-8455792**.
2. **Ruslan: Ustyanich's** right to have any certificated or uncertificated security re-registered in **Ruslan: Ustyanich's**, and only **Ruslan: Ustyanich's** name.
3. **Ruslan: Ustyanich's** right of collection via **CITIBANK NA's** liability insurance and/or bond.
4. **Ruslan: Ustyanich's** entitlement in filing and executing any instruments, as power of attorney for and by **CITIBANK NA**, 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 is (properties are) located.
5. **Ruslan: Ustyanich's** right to damages because of **CITIBANK NA's** wrongful registration, breach of intermediary responsibility with regard to **Ruslan: Ustyanich's** asset by **CITIBANK NA** issuing to **Ruslan: Ustyanich** a certified check for the original value of **Ruslan: Ustyanich's** monetary instrument.
6. **Ruslan: Ustyanich's** right to have account # **02-8455792** completely set off because of **CITIBANK NA's** wrongful registration, breach of intermediary responsibility with regard to **Ruslan: Ustyanich's** monetary instrument/asset by **CITIBANK NA** sending confirmation of set off of wrongful liability of **Ruslan: Ustyanich** and issuing a certified check for the difference between the original value of **Ruslan: Ustyanich's** monetary



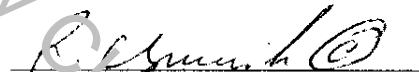
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instrument/asset and what Ruslan: Ustyanich mistakenly sent to CITIBANK NA as payment for such wrongful liability.

**CITIBANK NA 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/commercial liability while offering direct testimony with the official capacity as an appointed agent for CITIBANK NA in accordance with CITIBANK NA'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 CITIBANK NA'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 CITIBANK NA fails by not rebutting to any part of this "RESPA REQUEST" agree with the granting unto Ruslan: Ustyanich's unlimited Power of Attorney and any and all full authorization in signing or endorsing Ruslan: Ustyanich's name upon any instrument(s) 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 CITIBANK NA waives any and all claims of Ruslan: Ustyanich, and/or defenses and remains in effect until satisfaction of all obligation(s) by CITIBANK NA have been satisfied.**

Sincerely,

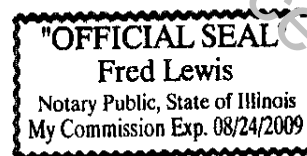


**Ruslan Ustyanich  
(without prejudice)  
All Rights Reserved**

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



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

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## LEGAL DESCRIPTION OF PROPERTY

The Property is located in the City of Chicago, County of Cook, State of Illinois and is described as follows:

LOT 37 AND 38 (EXCEPT THE WEST 5 FEET THEREOF) IN BLOCK 1 IN THE SUBDIVISION OF THE NORTH 3/4 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 2428-30 West Walton Street, Chicago, Illinois

Tax Parcel Number: 16-01-420-028-0000

Property of Cook County Clerk's Office