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**UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

-----X	:	
Alberto Rodriguez, <i>et al.</i>	:	
	:	Adv. Proc. 19-01320 (MG)
Plaintiffs,	:	
	:	
v.	:	
	:	
Residential Capital, LLC, <i>et al.</i>	:	
	:	
Defendants.	:	
-----X	:	
In re	:	Case No. 12-12020 (MG)
Residential Capital, LLC, <i>et al.</i> ,	:	
	:	Chapter 11
	:	
Debtors	:	Jointly Administered
-----X	:	

**JOINT RESPONSE OF DEFENDANTS THE RESCAP LIQUIDATING TRUST AND
OCWEN LOAN SERVICING, LLC TO PLAINTIFFS' MOTION FOR LEAVE TO
AMEND THE ADVERSARY PROCEEDING**

Defendant the ResCap Liquidating Trust (the "Liquidating Trust"), successor in interest to the above named defendants Residential Capital, LLC and Homecomings Financial, LLC ("Homecomings"), and defendant Ocwen Loan Servicing, LLC ("Ocwen" and, together with the Liquidating Trust, the "Defendants" or the "Respondents") hereby submits this joint response



(the “Response”) in opposition to the Motion for Leave to Amend the Adversary Proceeding [AP Dkt. No. 11] (the “Motion”) filed by the above-captioned plaintiffs (the “Plaintiffs”) in the instant adversary proceeding (the “Adversary Proceeding”). In support of the Response, the Respondents submit the Affidavit of Service of Lydia Do, an employee of Kurtzman Carson Consultants LLC, the claims and noticing agent retained by the debtors (the “KCC Affidavit”), annexed hereto as Exhibit 1; the declaration of Ronald E. Casperite, a Senior Loan Analyst at Ocwen Financial Corporation; annexed hereto as Exhibit 2 (the “Ocwen Declaration”), and the declaration of Hilary Sommer, attorney with Bryan Cave Leighton Paisner LLP (the “Sommer Declaration”), annexed hereto as Exhibit 3. In further support of the Response, the Respondents respectfully represent as follows:

PRELIMINARY STATEMENT

1. The Plaintiffs are borrowers under a residential mortgage loan. Certain of the Debtors (as such term is defined below), acted as servicers of the Plaintiffs’ residential mortgage loan, but none of the Debtors have had any connection to, or involvement with, the Plaintiffs or their property since early 2013, when servicing of the mortgage loan was assigned to Ocwen. The service transfer pre-dated the effective date of the Chapter 11 plan confirmed in these Chapter 11 cases by several months. Plaintiffs did not file a proof of claim.

2. By the Motion, Plaintiffs seek to add two non-Debtor parties as defendants to the Adversary Proceeding. Each are successor servicers of the Plaintiffs’ residential mortgage loan by virtue of a servicing transfer effected by another non-Debtor party (Ocwen), that was first made in February of 2019, with a subsequent servicing transfer effected in October of 2019. The Chapter 11 plan confirmed in these cases pre-dated such assignments by over six years.

3. The adjudication of Plaintiffs' claims against these non-Debtor parties would not have any conceivable effect on the Debtors, the Liquidating Trust, the administration of the Liquidating Trust or distributions to the Debtors' creditors. Accordingly, this Court lacks subject matter jurisdiction over these parties and the Motion should be denied. However, the Plaintiffs are not without redress, and nothing precludes them from proceeding to prosecute any claims and causes of action against non-Debtor parties before courts with appropriate jurisdiction.

GENERAL BACKGROUND

4. On May 14, 2012 (the "Petition Date"), each of the above-captioned debtors (the "Debtors") filed a voluntary petition in this Court for relief under Chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The cases (the "Chapter 11 Cases") are being jointly administered pursuant to Federal Rule of Bankruptcy Procedure 1015(b).

5. On May 16, 2012, the Court entered an order [Docket No. 96] appointing Kurtzman Carson Consultants LLC ("KCC") as the notice and claims agent in these Chapter 11 Cases. Among other things, KCC is authorized to (a) receive, maintain and record and otherwise administer the proofs of claim filed in these Chapter 11 Cases and (b) maintain the official Claims Register for the Debtors (the "Claims Register").

6. On August 29, 2012, this Court entered the Bar Date Order [Docket No. 1309], which established, among other things, (i) November 9, 2012 at 5:00 p.m. (Prevailing Eastern Time) as the deadline to file proofs of claim by virtually all creditors against the Debtors (the "General Bar Date") and prescribed the form and manner for filing proofs of claim; and (ii) November 30, 2012 at 5:00 p.m. (Prevailing Eastern Time) as the deadline for governmental units to file proofs of claim (the "Governmental Bar Date" and, together with the General Bar

Date, as applicable, the “Bar Date”). (Bar Date Order ¶¶ 2, 3.) On November 7, 2012, the Court entered an order extending the General Bar Date to November 16, 2012 at 5:00 p.m. (Prevailing Eastern Time) [Docket No. 2093]. The Governmental Bar Date was not extended.

7. In accordance with the Bar Date Order, on or before September 7, 2012, KCC served a copy of the Bar Date Notice on Plaintiff Alberto Rodriguez at the following address: Alberto Rodriguez, 1232 Wissmann Drive, Ballwin, Missouri 63011 (the “Plaintiffs Address”).¹ See KCC Affidavit; see also Exhibit B to KCC Affidavit. The Plaintiffs’ Address is the address reflected in the Note (as such term is defined below), in the mortgage loan servicing records, see e.g., Ocwen Declaration at Exhibits 2-A, 2-C, 2-D and the address identified by the Plaintiffs in the complaint filed in the Adversary Proceeding. See e.g. AP Dkt. No. 1.

8. The Plaintiffs did not file a proof of claim in the Chapter 11 Cases.

9. On December 11, 2013, the Court entered the Order Confirming Second Amended Joint Chapter 11 Plan Proposed by Residential Capital, LLC, *et al.* and the Official Committee of Unsecured Creditors (the “Confirmation Order”) approving the terms of the Chapter 11 plan, as amended (the “Plan”), filed in these Chapter 11 cases [Docket No. 6065]. On December 17, 2013, the Effective Date (as defined in the Plan) of the Plan occurred [Docket No. 6137].

10. The Plan provides for the creation and implementation of the Liquidating Trust, which, among other things, is “authorized to make distributions and other payments in accordance with the Plan and the Liquidating Trust Agreement” and is responsible for the wind down of the affairs of the Debtors’ estates. See Plan, Art. VI.A-D; see also Confirmation Order ¶ 22. Pursuant to the Confirmation Order and the Plan, the Liquidating Trust was vested with

¹ The Deed of Trust identifies the property address as St. Louis. Ballwin is a municipality within St. Louis.

broad authority over the post-confirmation liquidation and distribution of the Debtors' assets. See generally, Confirmation Order ¶¶ 26, 30, 48; Plan, Art. VI.

INJUNCTIVE PROVISIONS OF PLAN AND CONFIRMATION ORDER

11. The Plan and Confirmation Order contain comprehensive release provisions (collectively, the "Plan Injunction Provisions"). Pursuant to the Plan Injunction Provisions, persons whose claims were released under the Plan are prohibited from "commencing or continuing in any manner or action or other proceeding of any kind against any Released Party² whether directly, derivatively or otherwise, on account of or in connection with or with respect to any Released Claims."³ Plan Art. IX.I; see also Confirmation Order ¶ 40.

12. Paragraph 11 of the Bar Date Order provides that any party that did not file a proof of claim "shall be forever barred, estopped and enjoined from asserting such claim against the Debtors (or filing a proof of claim with respect thereto), and the Debtors, their Chapter 11 estates, their successors and their respective property shall be forever discharged from any and all indebtedness or liability with respect to such claim."⁴

13. Further, Article VIII.B of the Plan provides that the claim of any creditor of the Debtors that failed to file a proof of claim by the applicable deadline "SHALL BE DEEMED DISALLOWED, DISCHARGED, RELEASED, AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER, OR

² Under the Plan, the term "Released Party" is defined as "the Liquidating Trust, and each Ally Released Party, Debtor Released Party, and Exculpated Party, or the property or Estate of any Entity so released, discharged or exculpated." Plan Art. I.A.243. The term "Exculpated Party" includes the Debtors and the Debtors' "Representatives." Plan Art. I.A.102. The term "Representatives" expressly includes such entity's or persons attorneys, among other parties. Plan Art. I.A.245.

³ Under the Plan, the term "Released Claims" is defined as "Claims, Equity Interests, Causes of Action or liabilities that: (i) have been discharged, terminated, or satisfied pursuant to the terms of the Plan; (ii) have been released pursuant to the Plan; or (iii) are subject to exculpation pursuant to the Plan." Plan Art. I.A.242.

⁴ Pursuant to the Plan, the deadline to file Administrative Claims was January 16, 2014. See Notice of the Deadline and Procedures for Filing Certain Administrative Claims [Docket No. 6138].

APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH CLAIMS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS, UNLESS SUCH LATE PROOF OF CLAIM IS DEEMED TIMELY FILED BY A FINAL ORDER OF THE BANKRUPTCY COURT.”

14. Pursuant to Article XII of the Plan, this Court retained “exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan . . . , including jurisdiction . . . to hear and determine any matter, case, controversy, suit, dispute, or Causes of Action: (i) regarding the existence, nature, and scope of the releases, injunctions, and exculpation provided under the Plan, and (ii) enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions” and “to issue such orders in aid of execution of the Plan, to the extent authorized by section 1142 of the Bankruptcy Code.” See also Confirmation Order ¶ NN (“The Plan Releases are, individually and collectively, integral to, and necessary for the successful implementation of, the Plan, essential to the Debtors’ orderly liquidation and supported by reasonable consideration.”).

THE ADVERSARY PROCEEDING

15. On July 12, 2019, Plaintiffs Alberto Rodriguez and Maria Rodriguez, appearing *pro se*, initiated the Adversary Proceeding by the filing of a complaint naming as defendants Debtors Residential Capital, LLC and Homecomings, and non-debtors Ocwen and does 1 through 15, inclusive (the “Complaint”) [AP Dkt. No. 1]. The Complaint avers five counts of relief against Ocwen, including claims for (i) trespass, (ii) trover, (iii) covenant, (iv) common law fraud and (v) declaratory relief. [AP Dkt. No. 1, at ¶¶ 35- 57.] As against the Defendant the Liquidating Trust, the Complaint seeks only declaratory relief in Count 5. [AP Dkt. No. 1, at ¶¶ 54-57.] In a section of the Complaint captioned as “Bill,” the Plaintiffs seek

compensation for initial and continual trespass through the release of all liens on the subject property, damages of \$268,000.00, additional compensation in an unspecified amount and legal fees. The Complaint does not specify which of the Defendants Plaintiffs seek to hold liable for such damages, costs and fees.

16. Although difficult to decipher, the Plaintiffs apparently allege that the assignment of their Note and Deed of Trust (as such term is defined below) and recording of the Deed of Trust are defective and in violation of applicable Missouri and other laws. The Complaint challenges Ocwen's standing as the holder of the Note and the Deed of Trust. The Plaintiffs further allege that any assignment of the Note and Deed of Trust by Homecomings is void because such assignment was in violation of the automatic stay imposed by section 362 of the Bankruptcy Code and was not authorized by this Court. The Plaintiffs contend that the Note has been satisfied by virtue of the private mortgage insurance policy that was held by the lender, thereby relieving them of their obligations under the Note.

17. The Adversary Proceeding is subject to the terms and conditions of the *Amended Order Approving Debtors' Motion Pursuant to 11 U.S.C. §§ 105(a) and (d), Bankruptcy Rules 1015(c), 2002(m), 7016, and 9007 and Local Bankruptcy Rule 2002-2 for Entry of an Order Approving (A) Supplement to Case Management Order Establishing Mandatory Procedures for Management of Adversary Proceedings Commenced by Borrowers and Former Borrowers and (B) Related Relief*, entered by the Court in the Chapter 11 Cases on April 22, 2013 [Docket No. 3490] (the "AP Procedures Order").

18. On July 23, 2019, in accordance with the terms of the AP Procedures Order, the Liquidating Trust filed and served upon the Plaintiffs a Notice of Applicability of the Order Approving Mandatory Supplemental AP Procedures for AP Actions (the "AP Procedures

Notice”) [AP Dkt. No. 4]. The AP Procedures Notice advised the Plaintiffs of the terms and conditions of the AP Procedures Order.

19. On August 29, 2019, in accordance with the AP Procedures Order, the Liquidating Trust, by its counsel, and the Plaintiffs conducted an initial conference (the “Initial Conference”) by telephone. The parties, in good faith, discussed the issues raised in the Complaint. The parties had not reached any resolution at that time; however, the parties mutually agreed to continue their dialogue and, if useful, exchange additional information to facilitate the contemplated discussions.

20. On September 6, 2019, Plaintiffs filed a Summary of Conference [AP Dkt. No. 7]. On September 23, 2019, the Liquidating Trust filed its own Progress Report [AP Dkt. No. 8] by which it advised the Court that the parties had conducted the Initial Conference and that Defendant intended to communicate with the Plaintiffs in an effort to discuss how the parties desire to proceed in the Adversary Proceeding.

21. The parties continued their Initial Conference pursuant to a telephone conference held on December 4, 2019. At the conclusion of the December 4, 2019 call, the parties agreed to exchange information and, since that time, have done so but did not arrive at any resolution. On February 10, 2020, the Court conducted a pre-trial status conference in the Adversary Proceeding attended by counsel to the Liquidating Trust, counsel to Ocwen and the Plaintiffs. During the status conference, the Court directed briefing on the Motion.

THE RODRIGUEZ MORTGAGE LOAN AND LITIGATION HISTORY

A. The Rodriguez Deed of Trust and Promissory Note

22. On or about September 14, 2006, Plaintiff Alberto Rodriguez, as borrower, executed an Adjustable Rate Note in favor of Debtor Homecomings (f/k/a

Homecoming Financial Network, Inc.) as lender, in the original principal amount of \$194,560 (the “Note”). On that same day, the Plaintiffs, as borrowers, executed a Deed of Trust in favor of Homecomings with Mortgage Electronic Registration Systems, Inc. (“MERs”) acting as nominee for the lender (the “Deed of Trust” and, together with the Note, the “Loan”). See Ocwen Declaration ¶ 4 and Exhibits 2-A and 2-B. Homecomings serviced the Note until January 1, 2007, at which time servicing was transferred by Homecomings to Debtor GMAC Mortgage, LLC (“GMACM”). Id. ¶ 6 and at Exhibit 2-C.

23. The Federal Home Loan Mortgage Corporation (“Freddie Mac”) is the holder of the Loan. Ocwen Declaration ¶ 12. For residential mortgage loans securitized by Freddie Mac, it had been and remains the policy of Freddie Mac to retain title of the mortgage loans assigned to Freddie Mac in the name of the servicer with the servicer conducting any foreclosure process that may be necessary. Consequently, an assignment to Freddie Mac is not made at the time a loan enters a securitized trust. In the event a foreclosure proceeding is commenced, following the completion of the foreclosure and other requirements, title is formally assigned to Freddie Mac. The process is mandated by the Freddie Mac servicing guides. Ocwen Declaration ¶¶ 12-16.

24. On February 16, 2013, servicing of the Note was transferred from GMACM to Ocwen. Ocwen Declaration ¶ 8. On March 13, 2013, MERS, as nominee for Homecomings, assigned the Deed of Trust to Ocwen. Ocwen Declaration ¶ 9. A copy of the assignment is annexed as Exhibit 2-E to the Ocwen Declaration.

25. On February 16, 2019, servicing of the Note was transferred by Ocwen to PHH Mortgage Corporation (“PHH”). Ocwen Declaration ¶ 8. Thereafter, on October 1, 2019, servicing of the Note was transferred by PHH to Bayview Loan Servicing (“Bayview”). Ocwen

Declaration ¶ 11. As of the date of the service transfer to Bayview, a foreclosure was not pending against the Loan, and foreclosure was on hold. Ocwen Declaration ¶ 23.

26. Plaintiffs defaulted on the Note in early 2017. During 2017 and continuing through late 2019, Ocwen and PHH explored various loss mitigation options with the Plaintiffs, but these were not successful. Ocwen Declaration ¶¶ 17-22.

B. The Rodriguez State Court Litigation

27. On or about December 11, 2017, the Plaintiffs, by the filing of a petition (the “Petition”), commenced a lawsuit in the Circuit Court of St. Louis County, State of Missouri styled as Case No.17 SL – CC04487 (the “State Court Action”). A copy of the docket of the State Court Action is annexed to the Sommer Declaration at Exhibit 3-A. The Petition named as defendants, Ocwen, Substitute Trustee Services and Does 1 through 15 inclusive. See Sommer Declaration ¶ 3. A copy of the Petition is annexed to the Sommer Declaration at Exhibit 3-B.

28. Ocwen filed a Motion to Dismiss the Petition for failure to state a claim on January 23, 2018. Sommer Declaration ¶ 4. A copy of the Motion to Dismiss is annexed to the Sommer Declaration at Exhibit 3-C. Thereafter, on or about February 20, 2018, Plaintiffs filed a Motion for Leave to Amend the Claim for Damages (the “Motion to Amend”). Sommer Declaration ¶ 5. A copy of the Motion to Amend is annexed to the Sommer Declaration at Exhibit 3-D. The Court granted the Motion to Amend and treated it as a First Amended Petition (the “First Amended Petition”). Sommer Declaration ¶¶ 6, 7. A copy of the order granting the Motion to Amend is annexed to the Sommer Declaration as Exhibit 3-E.

29. On or about March 16, 2018, Ocwen filed a Motion to Dismiss the First Amended Petition for failure to state a claim in the State Court Action. A copy of the Ocwen

Motion to Dismiss is annexed as Exhibit 3-F to the Sommer Declaration (the “Ocwen Motion to Dismiss”). On or about April 3, 2018, the Plaintiffs filed an Opposition to the Ocwen Motion to Dismiss. A copy of the Plaintiff’s opposition is annexed as Exhibit 3-G to the Sommer Declaration. Following oral argument, on June 4, 2018, the presiding court in the State Court Action granted the Ocwen Motion to Dismiss. Sommer Declaration at ¶ 10. A copy of the state court’s Order and Judgment dismissing the State Court Action as to Ocwen (the “Dismissal Order”) is annexed to the Sommer Declaration as Exhibit 3-H.

30. On or about June 20, 2018, Plaintiffs filed a Notice of Appeal of the Dismissal Order to the Missouri Court of Appeals for the Eastern District (the “Missouri Appeals Court”). The appeal was assigned case Number ED106849 (the “Appeal”). Sommer Declaration ¶¶ 11, 12. A copy of the Notice of Appeal is annexed to the Sommer Declaration at Exhibit 3-I. At the time the case was appealed, the State Court Action remained pending as to defendant Substitute Trustee Services. Sommer Declaration ¶ 13.

31. On or about March 25, 2019, Ocwen moved to dismiss the Appeal for lack of jurisdiction because there was not a final, appealable judgment as the State Court Action remained pending as against defendant Substitute Trustee Corporation. Sommer Declaration ¶ 14.

32. A copy of the Motion to Dismiss the Appeal is annexed to the Sommer Declaration as Exhibit 3-J. Thereafter, on or about April 3, 2019, the Missouri Appeals Court issued an order in which it held that there was not a final, appealable judgment and dismissed the Appeal. Sommer Declaration at ¶ 15. A copy of the order dismissing the Appeal is attached to the Sommer Declaration as Exhibit 3-K.

33. The Plaintiffs moved to transfer the Appeal to the Supreme Court of Missouri, which was denied on April 16, 2019. Sommer Declaration at ¶ 16. Copies of the Motion for Transfer and the Order of Denial are annexed to the Sommer Declaration as Exhibit 3-L and 3-M respectively.

34. On April 9, 2019, Plaintiffs voluntarily dismissed defendant Substitute Trustee Corporation from the State Court Action. Sommer Declaration at ¶ 17. A copy of the dismissal is annexed to the Sommer Declaration at Exhibit 3-N.

35. On June 10, 2019, the Missouri Appeals Court issued its mandate to the trial court. Sommer Declaration ¶ 18. A copy of the Mandate is annexed to the Sommer Declaration as Exhibit 3-N. There were no further filings in the State Court Action. Sommer Declaration at ¶19, see also Exhibit 3-A to the Summer Declaration.

36. Under Missouri law, a judgment becomes final 30 days after its entry, absent an authorized after-trial motion. Once a judgment becomes final, there is a 90-day period to appeal. Therefore, the disposition of the State Court Action became final, at the latest, on July 10, 2019 (30 days following the submission of the mandate), and the appeal period expired on October 8, 2019. Missouri Rules of Civil Procedure 75.01 and 81.05.

37. The Petition and the First Amended Petition are substantially similar, and in many cases identical, to the Complaint filed in instant Adversary Proceeding. Specifically, the First Amended Petition avers four causes of action against Ocwen: (i) trespass, (ii) trover, (iii) covenant and (iv) fraud that are nearly identical to the causes of action asserted against Ocwen in the Complaint. The Petition also includes a cause of action to quiet title. Sommer Declaration at ¶¶ 20-21. Likewise, the First Amended Petition includes a “Bill” alleging Plaintiffs’ damages

and request for compensation that is nearly identical to the Bill included in the Complaint. Sommer Declaration at ¶ 22.

RESPONSE

38. The Motion seeks authority to amend the Complaint to add PHH and Bayview as defendants to the Adversary Proceeding. The Motion is supported by an accompanying Affidavit and Memorandum of Law [AP Dkt. Nos. 10, 11]. The Plaintiffs seek to add PHH and Bayview as defendants as result of Ocwen's transfer of the servicing of the Loan to PHH and, subsequently, PHH's transfer of the servicing to Bayview. Due to such transfers, the Plaintiffs contend that it is appropriate that these parties be added to the Adversary Proceeding because the Plaintiffs allege PHH lacks standing, and in order to determine the alleged, competing claims to the Plaintiffs' property. See Motion at p. 2; Affidavit in Support of Motion for Leave to Amend Adversary Proceeding [AP Dkt. No. 10].

A. The Court Does Not Have Jurisdiction Over PHH or Bayview

39. Although nothing precludes Plaintiffs from pursuing causes of action against PHH and Bayview in a court of competent jurisdiction, this Court does not have such subject matter jurisdiction over either PHH or Bayview. While the issue is not before the Court, jurisdiction over Ocwen is similarly absent.

40. Third parties do not have an unfettered right to seek redress before the Bankruptcy Court. The jurisdiction of the bankruptcy court, like other federal courts, is limited. Celotex Corp. v. Edwards, 514 U.S. 300, 307 (1995). "Congress has prescribed the scope of bankruptcy jurisdiction over civil proceedings (as opposed to cases) in 28 U.S.C. § 1334(b), limiting it to proceedings that arise in a bankruptcy case or arise under the bankruptcy law (i.e., core proceedings) and proceedings that relate to a bankruptcy case (i.e., non-core proceedings)."

Masterwear Corp. v. Rubin Baum Levin Constant & Friedman (In re Masterwear Corp.), 241 B.R. 511, 515 (Bankr. S.D.N.Y. 1999).

41. The alleged controversy between the Plaintiffs on the one hand, and PHH and Bayview on the other, does not come within the Court's "arising in" or "arising under jurisdiction" under 28 U.S.C. § 1334(b).⁵ Thus, the only authority that this Court has to adjudicate the dispute is through "related to" jurisdiction. Related to jurisdiction exists "in any civil action where the outcome might have any 'conceivable effect' on a [bankruptcy case]." Sealink Funding Ltd. v. Deutsche Bank AG (In re Residential Capital, LLC), 489 B.R. 36, 44 (Bankr. S.D.N.Y. 2013) (quoting In re Cuyahoga Equip. Corp., 980 F. 2d 110, 114 (2d. Cir. 1992); Pacor, Inc. v. Higgins, 743 F.2d 984, 994 (3d Cir. 1984), overruled on other grounds by Things Remembered, Inc. v. Petrarca, 516 U.S. 124 (1995) (a proceeding is related to a bankruptcy case when "the outcome of that proceeding could conceivably have any effect on the estate ... [and] could alter the debtor's rights, liabilities, options, or freedom of action (either positively or negatively)...."; see also Celotex Corp., 514 U.S. at 308 n. 6 (1995) ("[W]hatever ['related to'] test is used, these cases make clear that bankruptcy courts have no jurisdiction over proceedings that have no effect on the estate of the debtor.")).

42. The outcome of the Adversary Proceeding as against defendants PHH and Bayview would not have any conceivable effect on the implementation Plan, the Debtors' estates, the liabilities of the Liquidating Trust nor the administration of the Liquidating Trust.

⁵ Controversies arise in Title 11 when they "are not based on any right expressly created by Title 11, but nevertheless, would have no existence outside of the bankruptcy[; i]n other words, a 'controversy arises in Title 11' when 'it would have no practical existence [but for] the bankruptcy.'" Grausz v. Englander, 321 F.3d 467, 471 (4th Cir. 2003) (citations omitted). Claims arise under Title 11 if the claims "clearly invoke substantive rights created by bankruptcy law...." Glinka v. Fed. Plastics Mfg., Ltd. (In re Housecraft Indus. USA, Inc.), 310 F.3d 64, 70 (2d Cir. 2002). Although it is not clear from the Motion the precise causes of action Plaintiffs would assert against either PHH or Bayview, like the pending claims against Ocwen, are non-core state law claims. As noted above, Plaintiffs have raised nearly identical causes of action against Ocwen in the State Court Litigation. See *supra* ¶ 37.

First, none of the Debtors either holds or services the Note, with servicing having been transferred to Ocwen by GMACM approximately seven years ago and prior the Plan Effective Date. Second, presumably, the relief Plaintiffs would seek as against PHH and Bayview would somehow implicate their rights as servicers of the Loan and the parties' respective rights and obligations under the Loan. Any relief awarded would solely implicate the respective rights of non-Debtor parties. This Court has previously ruled in the Chapter 11 Cases that it does not have jurisdiction over disputes between former borrowers and their mortgage loan servicers:

this Court does not have jurisdiction to adjudicate a dispute over loan documents between [a borrower] and Ocwen; the sale of Debtors' Platform Assets to Ocwen concluded months ago, therefore this dispute would have no conceivable effect on the Debtors' estate. See Pacor, Inc. v. Higgins, 743 F.2d 984, 994 (3d Cir. 1985) (holding that civil proceeding is related to bankruptcy case when "the outcome of that proceeding could conceivably have any effect on the estate being administered in bankruptcy.").

Order Denying Julio Pichardo's Requests for Relief, at 5 [Docket No. 3521]. Third, because the Plaintiffs have not filed a proof of claim in the Chapter 11 Cases, the Bar Date Order and Plan Injunction Provisions enjoin them from seeking any relief against the Debtors. As this Court cannot grant any relief to Plaintiffs, there is simply no scenario under which the Court's adjudication of a dispute between the Plaintiffs and their loan servicers could have an effect on the Debtors' estates.⁶ Fourth, this Adversary Proceeding was not contemplated by the Plan, and it would not result in the recovery of funds that could be distributed by the Liquidating Trust to the Debtors' creditors under the Plan nor diminish those recoveries. See In re Residential

⁶ There is nothing before the Court to even so much as suggest that either PHH or Bayview would have any right to seek indemnification against any of the Debtors or the Liquidating Trust. While the Liquidating Trust cannot envision any foundation for such a claim, the assertion of any claim to indemnity would be futile. Prior to the Plan Effective Date, in February 2013, GMACM transferred the servicing of the Loan to Ocwen (see supra ¶ 24) and, in March of 2013, Homecomings assigned the Deed of Trust to Ocwen. See supra ¶ 24. The Bar Date and Plan Injunction Provisions would enjoin any such indemnification claims. Not to mention that the Liquidating Trust has completed the reconciliation of all of the claims filed against the Debtors' estates, including administrative expense claims. See Motion for an Order Extending the Term of the ResCap Liquidating Trust [Dkt. No. 10670], at ¶ 3.

Capital, LLC, No. 14 CIV. 5453 (PGG), 2016 WL 1203756, at *4 (S.D.N.Y. Mar. 22, 2016). As a result, related to jurisdiction is simply absent here.

43. Whether the “related to” jurisdiction of the bankruptcy court is limited in the period following the effective date of a confirmed plan, as is the situation here, remains an “open question in the Second Circuit” Lehman Bros. Holdings Inc. v. 1st Advantage Mortg., LLC (In re Lehman Bros. Holdings Inc.), Adv. Proc. No. 16-01019 (SCC), 2018 Bankr. LEXIS 2406, at *13 (Bankr. S.D.N.Y. Aug. 13, 2018) (citing Allstate Ins. Co. v. Citimortgage, Inc., No. 11-cv-1927, 2012 WL 967582, at *5 (S.D.N.Y. Mar. 13, 2012)). Those courts adhering to a more restricted approach apply the “close nexus” test, that is, “the matter must have a ‘close nexus to the bankruptcy plan or proceeding’ as when the matter affects the interpretation, implementation, consummation, execution, or administration of the confirmed plan or incorporated litigation trust agreement[,]” for the court to exercise jurisdiction. Penthouse Media Grp. v. Guccione (In re Gen. Media, Inc.), 335 B.R. 66, 73 (Bankr. S.D.N.Y. 2005) (quoting Binder v. Price Waterhouse & Co. (In re Resorts Int’l, Inc.), 372 F.3d 154, 188-89 (3d Cir. 2004)). In addition, the confirmed must provide for the retention of jurisdiction over the dispute. Penthouse Media, 335 B.R. at 73-74; see also In re Residential Capital, 489 B.R. at 46 n.9. Other courts in this district have declined to adopt the close nexus test. See Allstate Ins. Co. v. Citimortgage, Inc., No. 11 Civ. 1927 (RJS), 2012 WL 967582, at *5 (S.D.N.Y. Mar. 13, 2012) (noting the divergence in decisions adopting the close nexus test in the circuit); see also ResCap Liquidating Trust v. Primary Capital Advisors, LLC (In re Residential Capital, LLC), 527 B.R. 865, 870 (S.D.N.Y. 2014) (noting some split in authority and that at least some courts hold that post-confirmation related to jurisdiction encompasses “all actions in which the outcome could have a ‘conceivable effect’ on the bankruptcy estate[]”). For the reasons discussed above,

because the Court does not have “related to” jurisdiction over the alleged dispute between the Plaintiffs, PHH and Bayview under the more stringent “conceivable effects” standard, the absence of the “close nexus” test (to the extent applicable) is satisfied.⁷

B. **Plaintiffs Causes of Action Against PHH and Bayview Would, in All Likelihood be Barred by *Res Judicata***

44. Assuming, for arguments sake, that the Court could exercise subject matter jurisdiction over the Plaintiffs’ causes of action against PHH and Bayview, such claims, in all likelihood, would be barred by *res judicata*. The Plaintiffs’ First Amended Petition filed in the State Court Action raises causes of action against Ocwen nearly identical to those raised in the Complaint. See Sommer Declaration at ¶¶ 19-21, and, as explained above, under Missouri law, the Dismissal Order should be considered a final order for *res judicata* purposes. *Supra* ¶ 29.

45. *Res judicata* provides that “a final judgment on the merits of an action precludes the parties or their privies from relitigating issues that were or could have been raised in that action.” Burgos v. Hopkins, 14 F.3d 787, 789 (2d Cir. 1994) (quoting Allen v. McCurry, 449 U.S. 90, 94 (1980)). The doctrine is applicable to state court judgements. See, e.g., Niles v. Wilshire Inv. Grp., LLC, 859 F. Supp. 2d 308, 338 (E.D.N.Y. 2011) (“In applying the doctrine of *res judicata*, [a court] must keep in mind that a state court judgment has the same preclusive effect in federal court as the judgment would have had in state court.”) (internal quotation marks and citations omitted).

⁷ The third-party dispute alleged by the Plaintiffs has absolutely no nexus to the confirmed Plan or its interpretation, the post-confirmation administration of the Chapter 11 Cases, the administration of Liquidating Trust or distributions to the Debtors’ creditors. In re Lehman Brothers Holdings, Inc., No. 18-CV-8986-VEC, 2019 WL 2023723, at *4, 5 (S.D.N.Y. May 8, 2019).

46. It is well settled that, under the doctrine of *res judicata*, litigants, such as Plaintiffs, are not permitted more than “one bite of the apple.” Sure-Snap Corp. v. State St. Bank & Trust Co., 948 F.2d 869, 870 (2d Cir. 1991). Accordingly, *res judicata* prevents a party from re-litigating a cause of action, thereby giving finality to legal proceedings. Kelley v. S. Bay Bank (In re Kelley), 199 B.R. 698, 702 (B.A.P. 9th Cir. 1996).

47. Federal courts look to state law for the preclusive effects of a state court judgment. See, e.g., Migra v. Warrant City Sch. Dist. Bd. of Educ., 465 U.S. 75, 81 (1984); DiSorbo v. Hoy, 343 F.3d 172, 182-83 (2d Cir. 1996); Omernick v. LaRocque, 406 F. Supp. 1156, 1159 (W.D. Wis. 1976), *aff’d sub nom.*, Omernick v. Wis., 539 F.2d 715 (7th Cir. 1976); see also 28 U.S.C. § 1738 (federal courts must afford state court decisions full faith and credit).

48. By the Dismissal Order entered in the State Court Litigation, the First Amended Petition was dismissed for failing to state a claim. Sommer Declaration ¶¶ 8-10. Plaintiff’s identical claims in this Adversary Proceeding, therefore, should be barred. See Bench v. Collins, 28 S.W.3d 453, 457 (Mo. Ct. App. 2000) (claims alleging identical counts and factual bases as those in prior action dismissed for failure to state a claim are barred by *res judicata*).

49. In addition, Plaintiffs’ claims have now been decided by final judgment, the Dismissal Order having become final with no action by Plaintiffs. There are four additional requirements, or “identities,” for *res judicata* to attach under Missouri law: “(1) identity of the thing sued for; (2) identity of the cause of action; (3) identity of the persons and parties to the action; and (4) identity of the quality of the person for or against whom the claim is made.” Roy v. MBW Constr., Inc., 489 S.W.3d 299, 304 (Mo. Ct. App. 2016) (citing King Gen. Contractors, Inc. v. Reorganized Church of Jesus Christ of Latter Day Saints, 821 S.W.2d 495, 501 (Mo. 1991) (en banc)).

50. For the identity of the cause of action to be the same, “[i]t is not necessary that the causes of action be identical, but the claims must have arisen out of the ‘same act, contract, or transaction.’” Xiaoyan Gu v. Da Hua Hu, 447 S.W.3d 680, 690 (Mo. Ct. App. 2014) (citation omitted). The parties also do not have to be identical because “res judicata applies to the parties and their privies, meaning that the party in the instant action need not have actually been a party in the prior action.” Id. The “quality of the person” element is met if a defendant’s status is the same in both suits. See Jordan v. Kan. City, 929 S.W.2d 882, 887 (Mo. Ct. App. 1996). Here, Plaintiffs are suing nearly identical parties, in the same capacities, concerning the same property. Therefore, the only remaining issue is whether Plaintiffs’ claims fulfill the “identity of the thing sued for.” In this case, Plaintiffs seek the same remedies they sought in the State Court Action.

51. Thus, through the application of *res judicata*, PHH and Bayview would have persuasive arguments that Complaint should be dismissed as to each. Under these circumstances, amending the Complaint to add these parties would, in all likelihood, be a futile endeavor.

52. The Respondents respectfully submit that although this Court does not have subject matter jurisdiction over PHH and Bayview and the causes of action against PHH and Bayview (and Ocwen as well) would likely fail, Plaintiffs are not foreclosed from asserting their claims against PHH or Bayview. They are free to bring their causes of action before the Missouri courts, or any other court with appropriate jurisdiction, as they have done in the past.

RESERVATION OF RIGHTS

53. Respondents expressly reserves any all rights and defenses with respect the Adversary Proceeding.

Wherefore, the Respondents respectfully request that the Court deny the Motion in its entirety and grant Respondents such other and further relief as is just and proper.

Dated: February 26, 2020
New York, New York

/s/ Norman S. Rosenbaum
Norman S. Rosenbaum
MORRISON & FOERSTER LLP
250 W 55th St.
New York, New York 10019
Telephone: (212) 468-8000
Facsimile: (212) 468-7900

Counsel for the ResCap Liquidating Trust

/s/ Chelsey Rosenbloom
Chelsey Rosenbloom
Hilary Sommer
BRYAN CAVE LEIGHTON PAISNER LLP
1290 Sixth Avenue
New York, New York 10104
Telephone: (212) 541-2000
Facsimile: (212) 541- 4630

Counsel to Ocwen Loan Servicing, LLC

Exhibit 1

KCC Affidavit

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
:
In re : **Chapter 11**
:
RESIDENTIAL CAPITAL, LLC, et al.,¹ : **Case No. 12-12020 (MG)**
:
:
:
:
Debtors. : **(Jointly Administered)**
-----X

AFFIDAVIT OF SERVICE

I, Lydia Do, depose and say that I am employed by Kurtzman Carson Consultants LLC (KCC), the claims and noticing agent for the Debtors.

A. On or before October 5, 2012 at my direction and under my supervision, employees of KCC caused the following document to be served via First Class Mail upon **Alberto Rodriguez, 1232 Wissmann Drive, Ballwin, MO 63011**. As of the date of this Affidavit, the mailing to this address has not been returned to KCC as undeliverable:

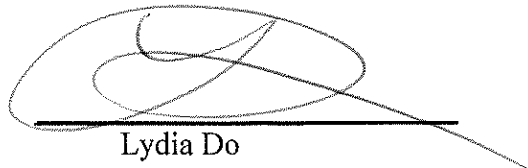
- **Notice of Deadlines for Filings Proofs of Claim**, attached hereto as **Exhibit A**

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¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Residential Capital, LLC (0738); ditech, LLC (7228); DOA Holding Properties, LLC (4257); DOA Properties IX (Lots-Other), LLC (3274); EPRE LLC (7974); Equity Investment I, LLC (2797); ETS of Virginia, Inc. (1445); ETS of Washington, Inc. (0665); Executive Trustee Services, LLC (8943); GMAC Model Home Finance I, LLC (8469); GMAC Mortgage USA Corporation (6930); GMAC Mortgage, LLC (4840); GMAC Residential Holding Company, LLC (2190); GMAC RH Settlement Services, LLC (6156); GMACM Borrower LLC (4887); GMACM REO LLC (2043); GMACR Mortgage Products, LLC (6369); GMAC-RFC Holding Company, LLC (3763); HFN REO Sub II, LLC (N/A); Home Connects Lending Services, LLC (9412); Homecomings Financial Real Estate Holdings, LLC (6869); Homecomings Financial, LLC (9458); Ladue Associates, Inc. (3048); Passive Asset Transactions, LLC (4130); PATI A, LLC (2729); PATI B, LLC (2937); PATI Real Estate Holdings, LLC (5201); RAHI A, LLC (3321); RAHI B, LLC (3553); RAHI Real Estate Holdings, LLC (5287); RCSFJV204, LLC (2722); Residential Accredit Loans, Inc. (8240); Residential Asset Mortgage Products, Inc. (5181); Residential Asset Securities Corporation (2653); Residential Consumer Services of Alabama, LLC (5449); Residential Consumer Services of Ohio, LLC (4796); Residential Consumer Services of Texas, LLC (0515); Residential Consumer Services, LLC (2167); Residential Funding Company, LLC (1336); Residential Funding Mortgage Exchange, LLC (4247); Residential Funding Mortgage Securities I, Inc. (6294); Residential Funding Mortgage Securities II, Inc. (8858); Residential Funding Real Estate Holdings, LLC (6505); Residential Mortgage Real Estate Holdings, LLC (7180); RFC Asset Holdings II, LLC (4034); RFC Asset Management, LLC (4678); RFC Borrower LLC (5558); RFC Constructing Funding, LLC (5730); RFC REO LLC (2407); RFC SFJV-2002, LLC (4670); RFC-GSAP Servicer Advance, LLC (0289)

- B. Due to the voluminous and confidential nature of the customer service lists, please find attached a screen shot detailing the affected claimant's information in the database as on file with KCC, attached hereto as **Exhibit B**.

Dated: February 19, 2020

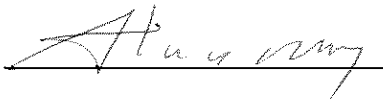


Lydia Do

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 19th of February 2020, by Lydia Do, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature: 

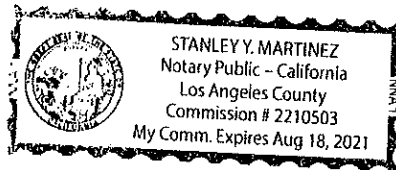


EXHIBIT A

R E S C A P

Residential Capital, LLC (ResCap), previously announced that it and its subsidiaries, including GMAC Mortgage, are restructuring under Chapter 11. Although you may not be familiar with our name, ResCap is the parent company of GMAC Mortgage. You are receiving this letter because you have been identified as a current customer, or were at one time considering completing a loan application with GMAC Mortgage.

From time to time throughout these Chapter 11 proceedings, you may receive legal notices in the mail related to ResCap's bankruptcy case. Enclosed with this letter is a legal document, which is being mailed to a wide range of parties. The legal notice enclosed with this letter relates to the process for filing "Proofs of Claim" in our Chapter 11 proceedings. This notice is being sent to potential creditors who are or may be owed payment for obligations that arose prior to May 14, 2012, the date that ResCap filed for Chapter 11.

ResCap is providing this notice to all customers and mortgage loan applicants not because ResCap believes that you have claims against ResCap, but because ResCap may be unaware of claims a customer believes he or she may have.

The enclosed notice describes the "Bar Date" – the legal deadline by which any creditor must file a Proof of Claim in these Chapter 11 proceedings for any obligations that arose prior to May 14, 2012. **The Bar Date is November 9, 2012 at 5:00 p.m. (Eastern Time).**

Please review the enclosed notice materials carefully. If you believe you have a claim against the Debtors for a matter or obligation that arose prior to May 14, 2012, you must file a Proof of Claim by November 9, 2012 at 5:00 p.m. (Eastern Time), in accordance with the procedures set forth in the notice. **A Proof of Claim form may be obtained at www.kccllc.net/rescap.**

If you are a defendant in a foreclosure action you do not need to file a Proof of Claim to protect your defense to foreclosure, unless you have asserted any affirmative defenses that request monetary relief. You do not need to file a Proof of Claim for your mortgage amount. Your obligations under your loan agreement have not changed. As such, you should continue to make your scheduled loan payments on time and in full to the address listed on your monthly account statement.

For additional information, please contact the ResCap Restructuring Hotline at 888-926-3479, or submit an inquiry at www.kccllc.net/rescap. If you require legal advice, however, you may also wish to consult a lawyer to discuss the filing of a Proof of Claim.

Thank you for your continued support.

Residential Capital, LLC

If you have any questions related to this notice, please call (888) 926-3479

MORRISON & FOERSTER LLP
1290 Avenue of the Americas
New York, New York 10104
Gary S. Lee
Lorenzo Marinuzzi

*Counsel for the Debtors and
Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

RESIDENTIAL CAPITAL, LLC, et al.,

Debtors.

)
) Case No. 12-12020 (MG)

)
) Chapter 11

)
) Jointly Administered
)

NOTICE OF DEADLINES FOR FILING PROOFS OF CLAIM

TO ALL PERSONS AND ENTITIES WITH CLAIMS AGAINST RESIDENTIAL CAPITAL, LLC OR ITS AFFILIATED ENTITIES THAT ARE ALSO DEBTORS AND DEBTORS IN POSSESSION:

On August 29, 2012, the United States Bankruptcy Court for the Southern District of New York (the "U.S. Bankruptcy Court") entered an order (the "Bar Date Order") establishing **November 9, 2012 at 5:00 p.m. (Prevailing Eastern Time)** (the "General Bar Date") as the last date and time for each person or entity (including individuals, partnerships, corporations, joint ventures, corporations, estates, trusts, and governmental units) to file a proof of claim against Residential Capital, LLC its affiliates that are also debtors and debtors in possession in those proceedings (collectively, the "Debtors"). Solely as to governmental units the Bar Date Order established **November 30, 2012 at 5:00 p.m. (Prevailing Eastern Time)** as the last date and time for each such governmental unit to file a proof of claim against the Debtors (the "Governmental Bar Date," and, together with the General Bar Date, the "Bar Dates").

The Bar Dates and the procedures set forth below for filing proofs of claim apply to all claims against the Debtors that arose before May 14, 2012, the date on which the Debtors commenced cases under Chapter 11 of the United States Bankruptcy Code (the "Petition Date"), except for those holders of the claims listed in section 4 below that are specifically excluded from the General Bar Date filing requirement.

1. WHO MUST FILE A PROOF OF CLAIM

You **MUST** file a proof of claim to vote on a Chapter 11 plan filed by the Debtors or to share in distributions from the Debtors' bankruptcy estates if you have a claim that arose before the filing of the Debtors' Chapter 11 petitions on the Petition Date and it is not one of the types of claims described in section 4 below. Claims based on acts or omissions of the Debtors that occurred before the Petition Date must be filed on or before the applicable Bar Date, even if such claims are not now fixed, liquidated or certain or did not mature or become fixed, liquidated or certain before the Petition Date.

Under section 101(5) of the Bankruptcy Code and as used in this Notice, the word "claim" means: (a) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

2. WHAT TO FILE

Each filed proof of claim must conform substantially to the Proof of Claim Form (as defined in the Bar Date Order). Copies of the Proof of Claim Form may be obtained at <http://www.kccllc.net/rescap>. Each proof of claim must be **signed** by the claimant or by an authorized agent of the claimant. Each proof of claim must be written in English and be denominated in United States currency. You should attach to each completed proof of claim any documents on which the claim is based (if voluminous, attach a summary) or an explanation as to why the documents are not available.

Any holder of a claim against more than one Debtor must file a separate proof of claim with respect to each such Debtor and all holders of claims must identify on their proof of claim the specific Debtor against which their claim is asserted. A list of the names of the Debtors and their respective case numbers is attached to the Proof of Claim Form.

Under the Bar Date Order, the filing of a Proof of Claim Form shall be deemed to satisfy the procedural requirements for the assertion of administrative priority claims under section 503(b)(9) of the Bankruptcy Code.

3. WHEN AND WHERE TO FILE

Except as provided for herein, all proofs of claim must be filed so as to be actually received **on or before November 9, 2012 at 5:00 p.m. (Prevailing Eastern Time)**, or solely as to governmental units on or before November 30, 2012 at 5:00 p.m. (Prevailing Eastern Time), at:

(i) **If by mail or overnight courier:**

**ResCap Claims Processing Center, c/o KCC
PO Box 5004
Hawthorne, CA 90250**

(ii) **if by hand delivery:**

United States Bankruptcy Court for the Southern District of New York
One Bowling Green, Room 534
New York, New York 10004

or

ResCap Claims Processing Center, c/o KCC
2335 Alaska Ave
El Segundo, CA 90245

Proofs of claim will be deemed timely filed only if **actually received** at the ResCap Claims Processing Center or hand delivered to the U.S. Bankruptcy Court on or before 5:00 p.m. (Prevailing Eastern Time) on the applicable Bar Date. Proofs of claim **may not** be delivered by facsimile, or electronic mail.

4. WHO NEED NOT FILE A PROOF OF CLAIM

You do not need to file a proof of claim on or before the General Bar Date if you are:

- (a) Any person or entity that has **already** properly filed a proof of claim against the applicable Debtor or Debtors with the Clerk of the Bankruptcy Court for the Southern District of New York in a form substantially similar to the Proof of Claim Form;
- (b) Any person or entity whose claim is listed on the Debtors' schedules of assets and liabilities and/or schedules of executory contracts and unexpired leases (collectively, the "Schedules"), **provided that**: (i) the claim is **not** scheduled as "disputed," "contingent" or "unliquidated"; **and** (ii) the claimant agrees with the amount, nature and priority of the claim as set forth in the Schedules; **and** (iii) the claimant agrees that the claim is an obligation of the specific Debtor against which the claim is listed on the Schedules;

- (c) Any person or entity that holds a claim that has been allowed by an order of the Court entered on or before the applicable Bar Date;
- (d) Any person or entity whose claim has been paid in full by any of the Debtors;
- (e) Any person or entity that holds a claim for which specific deadlines have been fixed by an order of the Court entered on or before the applicable Bar Date;
- (f) Any person or entity that holds a claim allowable under sections 503(b) and 507(a) of the Bankruptcy Code as an expense of administration (other than any claim allowable under section 503(b)(9) of the Bankruptcy Code);
- (g) Any Debtor having a claim against another Debtor or any of the non-debtor subsidiaries of Residential Capital, LLC having a claim against any of the Debtors;
- (h) Any person or entity that holds an interest in any of the Debtors, which interest is based exclusively upon the ownership of common stock, membership interests, partnership interests, or warrants or rights to purchase, sell or subscribe to such a security or interest; provided, however, that interest holders that wish to assert claims (as opposed to ownership interests) against any of the Debtors that arise out of or relate to the ownership or purchase of an interest, including claims arising out of or relating to the sale, issuance, or distribution of the interest, must file Proofs of Claim on or before the applicable Bar Date, unless another exception identified herein applies;
- (i) Any person or entity whose claim is limited exclusively to the repayment of principal, interest, and/or other applicable fees and charges (a “Debt Claim”) on or under any bond or note issued or guaranteed by the Debtors pursuant to an indenture (the “Debt Instruments”); provided, however, that (i) the foregoing exclusion in this subparagraph shall not apply to the Indenture Trustee under the applicable Debt Instruments (an “Indenture Trustee”), (ii) the Indenture Trustee shall be required to file one Proof of Claim, on or before the General Bar Date, with respect to all of the Debt Claims on or under each of the applicable Debt Instruments, and (iii) any holder of a Debt Claim wishing to assert a claim, other than a Debt Claim, arising out of or relating to a Debt Instrument shall be required to file a Proof of Claim on or before the Bar Date, unless another exception in this paragraph applies;
- (j) Any person or entity holding a claim for principal, interest and other fees and expenses under the Debtors’ secured financing facilities (the “Financing Facilities”)¹ to the extent of, and only for such claims relating to the Financing Facilities; or

¹ “Financing Facilities” as used herein shall mean the Debtors’ financing facilities that are exempt from filing a Proof of Claim Form as previously ordered by the Court [Docket Nos. 471, 490 and 491].

- (k) Any person or entity that holds a claim against a securitization trust (each a “Trust”) that is based exclusively upon the ownership of a note, bond and/or certificate backed by mortgage loans held by the Trust; provided, however, that holders of such notes, bonds and/or certificates that wish to assert claims against the Debtors (as opposed to claims against the applicable Trust) must file Proofs of Claim on or before the applicable Bar Date, unless another exception identified herein applies.

This Notice is being sent to many persons and entities that have had some relationship with or have done business with the Debtors but may not have an unpaid claim against the Debtors. Receipt of this Notice does not mean that you have a claim or that the Debtors or the Court believe that you have a claim against the Debtors.

5. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

If you have a claim arising out of the rejection of an executory contract or unexpired lease, you must file a proof of claim by the later of (a) the applicable Bar Date and (b) thirty (30) days after the date of entry of an order of rejection (unless the order of rejection provides otherwise).

6. CONSEQUENCES OF FAILURE TO FILE A PROOF OF CLAIM BY THE BAR DATE

ANY HOLDER OF A CLAIM THAT IS NOT EXCEPTED FROM THE REQUIREMENTS OF THE BAR DATE ORDER, AS DESCRIBED IN SECTION 4 ABOVE, AND THAT FAILS TO TIMELY FILE A PROOF OF CLAIM IN THE APPROPRIATE FORM WILL BE FOREVER BARRED, ESTOPPED AND ENJOINED FROM ASSERTING SUCH CLAIM AGAINST THE DEBTORS, THEIR SUCCESSORS, THEIR CHAPTER 11 ESTATES AND THEIR RESPECTIVE PROPERTY OR FILING A PROOF OF CLAIM WITH RESPECT TO SUCH CLAIM, FROM VOTING ON ANY PLAN OF REORGANIZATION FILED IN THESE CASES AND FROM PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTORS’ CASES ON ACCOUNT OF SUCH CLAIM OR RECEIVING FURTHER NOTICES REGARDING SUCH CLAIM.

7. THE DEBTORS’ SCHEDULES AND ACCESS THERETO

You may be listed as the holder of a claim against one or more of the Debtors in the Debtors’ Schedules. If you rely on the Debtors’ Schedules, it is your responsibility to determine that your claim is accurately listed on the Schedules. If you agree with the nature, amount and status of your claim as listed on the Debtors’ Schedules, and if you do not dispute that your claim is against only the specified Debtor, and if your claim is not described as “disputed,” “contingent,” or “unliquidated,” you need not file a proof of claim. Otherwise, or if you decide to file a proof of claim, you must do so before the applicable Bar Date in accordance with the procedures set forth in this Notice.

Copies of the Debtors' Schedules are available for inspection on the Court's internet website at www.nysb.uscourts.gov and on the independent website maintained by the Debtors, <http://www.kccllc.net/rescap>. A login and password to the Court's Public Access to Electronic Court Records ("PACER") are required to access www.nysb.uscourts.gov and can be obtained through the PACER Service Center at www.pacer.psc.uscourts.gov. Copies of the Schedules may also be examined between the hours of 9:00 a.m. and 4:30 p.m. (Prevailing Eastern Time), Monday through Friday, at the Office of the Clerk of the Bankruptcy Court, One Bowling Green, Room 511, New York, New York 10004-1408.

Copies of the Debtors' Schedules may also be obtained by written request to the Debtors' claims agent at the address set forth below:

**ResCap Claims Processing Center
c/o KCC
PO Box 5004
Hawthorne, CA 90250**

8. RESERVATION OF RIGHTS

The Debtors reserve their right to object to any proof of claim, whether filed or scheduled, on any grounds. The Debtors reserve their right to dispute or to assert offsets or defenses to any claim reflected on the Schedules or any amendments thereto, as to amount, liability, classification or otherwise, and to subsequently designate any claim as disputed, contingent, unliquidated or undetermined.

A holder of a possible claim against the Debtors should consult an attorney regarding matters in connection with this Notice, such as whether the holder should file a Proof of Claim.

Dated: New York, New York
August 29, 2012

BY ORDER OF THE COURT

Gary S. Lee
Lorenzo Marinuzzi
MORRISON & FOERSTER LLP
1290 Avenue of the Americas
New York, New York 10104

*Counsel for the Debtors and
Debtors in Possession*

If you have any questions related to this notice, please call (888) 926-3479

EXHIBIT B

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Exhibit 2

Declaration of Ronald Casperite

**UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

-----X	:	
Alberto Rodriguez, <i>et al.</i>	:	
	:	
Plaintiffs,	:	Adv. Proc. 19-01320 (MG)
	:	
v.	:	
	:	
Residential Capital, LLC, <i>et al.</i>	:	
	:	
Defendants.	:	
-----X	:	
In re	:	Case No. 12-12020 (MG)
	:	
Residential Capital, LLC, <i>et al.</i> ,	:	Chapter 11
	:	
Debtors	:	Jointly Administered
-----X	:	

DECLARATION OF RONALD CASPERITE

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the following statements are true and correct:

1. My name is Ronald Casperite I am over the age of 18 years, have never been convicted of a crime, and am fully competent to make this declaration. I have personal knowledge of all the facts stated herein, and all statements of fact contained herein are true and correct.

2. I hold a position as a Loan Analyst at Ocwen Financial Corporation, whose indirect subsidiary is PHH Mortgage Corporation, successor by merger to Ocwen, Loan Servicing, LLC (“PHH”). In the regular performance of my job functions, I am familiar with the

business records maintained by PHH for the purpose of servicing mortgage loans, collecting payments and pursuing any delinquencies (the "Servicing Records"). The Servicing Records typically include electronic data compilations and imaged documents pertaining to the loans it services. Based on my training and general knowledge of the processes by which they are created and maintained, the Servicing Records were made at or near the time by, or from information provided by, persons with knowledge of the activity and transactions reflected in such records, and are kept in the ordinary course of the business activity regularly conducted by PHH. It is the regular practice of PHH to make and update its Servicing Records.

3. I am familiar with the attached records and am authorized to make this declaration. The facts stated within this declaration are based on personal knowledge obtained from my review of the records and documents of PHH pertaining to the loan of Alberto Rodriguez and Maria Rodriguez, Plaintiffs in the current lawsuit, including the records attached as exhibits to this Declaration.

4. On or about September 14th, 2006, Plaintiff Alberto Rodriguez executed an Adjustable Rate Note (the "Note") in favor of Homecomings Financial Network, Inc. ("Homecomings"), as Lender, in the original principal amount of \$194,560.00. On the same day, Plaintiffs Alberto Rodriguez and Maria Rodriguez executed a Deed of Trust (the Deed of Trust and Note are collectively referred to as the "Loan") on the in favor of Homecomings with Mortgage Electronic Registration Systems, Inc. ("MERS") acting as nominee for the lender, to secure the Note. The Mortgage was filed of record on September 21, 2006, in Book 17305, Page 911 in the Office of the Recorder of Deeds for St. Louis County, Missouri. The Deed of Trust created a first lien on the real property and improvements located at 1232 Wissman Drive, St. Louis, Missouri 63011, and more particularly described as:

Lot 3 of Forest Glen Estates, according to the plat thereof recorded
in Plat Book 132 page(s) 80 of the St. Louis County Records.

(the "Property").

5. The Note contains a blank Allonge.
6. Homecomings serviced the Loan until January 1, 2007, when servicing transferred to GMAC Mortgage, LLC.
7. GMAC Mortgage, LLC serviced the loan from January 1, 2007 to February 16, 2013, at which time servicing transferred to Ocwen.
8. Ocwen serviced the Loan from February 16, 2013 to February 16, 2019, at which time servicing transferred to PHH.
9. On March 13, 2013, MERS, as nominee for Homecomings, assigned the Deed of Trust to Ocwen
10. Ocwen and PHH merged on June 1, 2019.
11. PHH serviced the Loan from February 16, 2019 to October 1, 2019, at which time servicing transferred to Bayview Loan Servicing, LLC ("Bayview").
12. The Loan is held by the Federal Home Loan Mortgage Corporation ("Freddie Mac") and Freddie Mac is the holder of the original Note.
13. For residential mortgage loans held by Freddie Mac, it has been and remains the policy of Freddie Mac to retain title of the mortgage loans assigned to Freddie Mac in the name of the servicer, with the servicer conducting any foreclosure process that may be necessary.
14. As a consequence, an assignment of the mortgage to Freddie Mac is not recorded at the time the Loan enters the securitized trust.
15. In the event a foreclosure proceeding is commenced, following the completion of the foreclosure and other requirements, title is formally assigned to Freddie Mac.

16. The process is mandated by the Freddie Mac servicing guides.

17. Plaintiffs defaulted on the Loan, having failed to make the required payments from February 1, 2017, which is reflected in the Notice of Intention to Foreclose dated July 17, 2019.

18. On several occasions, PHH attempted to assist Plaintiffs with loss mitigation to prevent foreclosure.

19. On or about April 24, 2017, Plaintiff's request for a loan modification was denied because Plaintiffs' income was too low for a viable modification plan.

20. On or about October 17, 2017, a trial loan modification plan was approved by PHH.

21. Plaintiffs failed to make the trial modification plan payments and therefore loan modification was denied on or about December 4, 2017.

22. Plaintiffs again failed to comply with an offered trial modification plan, and therefore loan modification was denied on or about October 15, 2019.

23. When servicing transferred from PHH to Bayview, a foreclosure was not pending and foreclosure was on hold.

24. Attached hereto are Exhibits 2-A through 2-M of records from PHH. These records are kept by PHH in the regular course of business, and it is the regular course of business of PHH for an employee or representative of PHH, with knowledge of the act, event, condition, opinion, or diagnosis, recorded to make the record or to transmit information thereof to be included in such record; and the record was made at or near the time or reasonably soon thereafter. The records attached hereto are the original or exact duplicates of the original. These records are also identified as exhibits to this declaration and are indicated below:

- 2-A Adjustable Rate Note;
- 2-B Deed of Trust;
- 2-C Servicing Transfer from Homecomings to GMAC;
- 2-D Servicing Transfer from GMAC to Ocwen;
- 2-E Assignment of Mortgage to Ocwen;
- 2-F Servicing Transfer from Ocwen to PHH;
- 2-G Servicing Transfer from PHH to Bayview;
- 2-H Notice of Intention to Foreclose
- 2-I Acknowledgments of Requests for Mortgage Assistance
- 2-J April 24, 2017 Denial of Loan Modification
- 2-K Approval of Trial Modification Plan
- 2-L December 4, 2017 Denial of Loan Modification
- 2-M October 15, 2019 Denial of Loan Modification

FURTHER DECLARANT SAYETH NAUGHT.

Signed this 26th day of February, 2020.

/s/ Ronald E. Casperite

Printed Name: Ronald Casperite

Exhibit 2-A

9998

InterestFirstSM ADJUSTABLE RATE NOTE

(One-Year LIBOR Index (As Published In The Wall Street Journal)-Rate Caps)

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

SEPTEMBER 14TH, 2006
[Date]

CHESTER
[City]

MISSOURI
[State]

1232 WISSMANN DRIVE, SAINT LOUIS, MO 63011
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 194,560.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is HOMECOMINGS FINANCIAL NETWORK INC.

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

I understand that Lender may transfer this Note. Lender or 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 7.6250 %. The 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 make a payment on the first day of every month, beginning on NOVEMBER 1ST, 2006. Before the First Principal and Interest Payment Due Date as described in Section 4 of this Note, my payment will consist only of the interest due on the unpaid principal balance of this Note. Thereafter, I will pay principal and interest by making a payment every month as provided below.

I will make monthly payments of principal and interest beginning on the First Principal and Interest Payment Due Date as described in Section 4 of this Note. 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. Each monthly payment will be applied as of its scheduled due date, and if the payment includes both principal and interest, it will be applied to interest before Principal. If, on OCTOBER 1ST, 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 monthly payments at 14850 QUORUM DRIVE, SUITE 500, DALLAS, TX 75254

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

(B) Amount of My Initial Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,236.27 before the First Principal and Interest Payment Due Date, and thereafter will be in an amount sufficient to repay the principal and interest at the rate determined as described in Section 4 of this Note in substantially equal installments by the Maturity Date. The Note Holder will notify me prior to the date of change in monthly payment.

(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 or 5 of this Note.

MULTISTATE InterestFirst ADJUSTABLE RATE NOTE - WSJ ONE-YEAR LIBOR INDEX
7754083 (0210).01 MFCD6244 (06/2005) / 75-1

VMP Mortgage Solutions, Inc. (800)521-7291

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of OCTOBER, 2013, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year 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 each Change Date is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE FOURTH percentage points (2.2500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). 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.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.6250 % or less than 2.6250 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 12.6250 %.

(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

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

(G) Date of First Principal and Interest Payment

The date of my first payment consisting of both principal and interest on the Note (the "First Principal and Interest Payment Due Date") shall be on that date which is the 10th anniversary date of the first payment due date, as reflected in Section 3(A) of the Note.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date of my monthly payment unless the Note Holder agrees in writing to those changes. If the partial Prepayment is made during the period when my monthly payments consist only of interest, the amount of the monthly payment will decrease for the remainder of the term when my payments consist only of interest. If the partial Prepayment is made during the period when my payments consist of principal and interest, my partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund

by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0000 % of my overdue payment of interest, during the period when my payment is interest only, and of principal and interest thereafter. 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 that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

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

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

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

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

10. WAIVERS

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

11. 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 that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

(A) Until my initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section 4 above, Uniform Covenant 18 of the Security Instrument shall read as follows:

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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.

(B) When my initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section 4 above, Uniform Covenant 18 of the Security Instrument described in Section 11(A) above shall then cease to be in effect, and Uniform Covenant 18 of the Security Instrument shall instead read as follows:

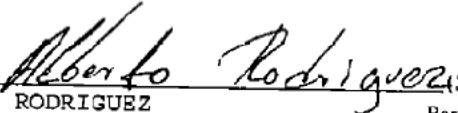
Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales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

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

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

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

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


ALBERTO RODRIGUEZ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

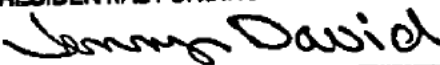
____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

[Sign Original Only]

Without Recourse
Pay to the Order of
RESIDENTIAL FUNDING COMPANY, LLC


Jenny David
Assistant Secretary
Homecomings Financial Network, Inc.
A Delaware Corporation

Witnessed by:
To John O. Smith
attorney at law
John O. Smith
John O. Smith
attorney at law
John O. Smith, Inc.
attorney at law

ALLONGE TO PROMISSORY NOTE

FOR PURPOSES OF FURTHER ENDORSEMENT OF THE FOLLOWING DESCRIBED NOTE, THIS
ALLONGE IS AFFIXED AND BECOMES A PERMANENT PART OF SAID NOTE

POOL: 0 LOAN ID: [REDACTED] 7067 

NOTE DATE: 9/14/2006 LOAN AMOUNT: \$194,560.00

BORROWER NAME: ALBERTO RODRIGUEZ

PROPERTY ADDRESS: 1232 WISSMANN DRIVE, SAINT LOUIS, MO 63011

PAY TO THE ORDER OF

WITHOUT RECOURSE

Residential Funding Company, LLC

By:



Name: John Hagebock

Title: Vice President

Residential Funding Company, LLC

EXHIBIT "A" LEGAL DESCRIPTION

Lot 1601 of Incline Village, Plat 31, a subdivision in Warren County, Missouri according to the plat thereof recorded on Slide C-107 of the Warren County Records.

THIS IS A TRUE AND CERTIFIED
COPY OF THE ORIGINAL
US TITLE GUARANTY CO., INC.

Exhibit 2-B



* 2006092101345 *

JANICE M. HAMMONDS, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT: DT
GRANTOR: RODRIGUEZ ALBERTO ETUX
TO: GRANTEE: HOMECOMINGS FIN NETWORK INC ETAL

PROPERTY DESCRIPTION: FOREST GLEN EST LOT 3 PB 132 PG 60

Lien Number	Notation	Locator
-------------	----------	---------

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

STATE OF MISSOURI)
SS.
COUNTY OF ST. LOUIS)

Document Number
1,345

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 21 pages, (this page inclusive), was filed for record in my office on the 21 day of September 2006 at 03:08 PM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

J. Ann Reber
Deputy Recorder



Janice M. Hammonds
Recorder of Deeds
St. Louis County, Missouri

Mail to:

Destination code: 1 P

___ N.P.
___ N.P.C.
___ N.N.C.
___ N.N.I.

RECORDING FEE \$81.00
(Paid at the time of Recording)

19-01320-mg Doc 19-2 Filed 02/26/20 Entered 02/26/20 18:15:34 Exhibit 2
Casperite Declaration Pg 17 of 138

Return To: HOMECOMINGS FINANCIAL NETWORK, INC.

One Meridian Crossing, Ste. 100

Minneapolis MN 55413

Loan Number: [REDACTED] 75-1

Lender address located on page 2

Trustee address located on page 2

Full Legal Description located on page *Yellow A*

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN

[REDACTED] 7512

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated SEPTEMBER 14TH, 2006, together with all Riders to this document.

(B) "Borrower" is

ALBERTO RODRIGUEZ AND MARIA RODRIGUEZ, HUSBAND AND WIFE

whose address is 1232 WISSMANN DRIVE

SAINT LOUIS, MO 63011

Borrower is the trustor under this Security Instrument.

MISSOURI-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3026 1/01

VMP-6A(MD) 101021.01 KFM07770 (06/2006) 75-1

Page 1 of 11

Initials

AR YLR

VMP Mortgage Solutions, Inc.



19-01320-mg Doc 19-2 Filed 02/26/20 Entered 02/26/20 18:15:34 Exhibit 2
Casperite Declaration Pg 18 of 138

(C) "Lender" is HOMECOMINGS FINANCIAL NETWORK INC.

Lender is a CORPORATION
organized and existing under the laws of DELAWARE
Lender's address is 14450 QUORUM DRIVE, SUITE 500
DALLAS, TX 75254

(D) "Trustee" is Milsap & Singer, P.C., a Missouri Corporation

Trustee's address is 7777 Bonhomme Avenue, Suite 2300
St. Louis, MO 63105

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated SEPTEMBER 14TH, 2006

The Note states that Borrower owes Lender ONE HUNDRED NINETY FOUR THOUSAND FIVE HUNDRED SIXTY AND NO/100 Dollars
(U.S. \$ 194,560.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than OCTOBER 1ST, 2036

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants, bargains, sells, conveys and confirms to Trustee, in trust, with power of sale, the following described property located in the COUNTY of ST LOUIS:

(Type of Recording Jurisdiction)

(Name of Recording Jurisdiction)

Legal description attached hereto and made a part hereof

Parcel ID Number: 22Q330815
1232 WISSMANN DRIVE
SAINT LOUIS
("Property Address");

which currently has the address of

[City], Missouri 63011 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interest granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and

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assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

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the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower, requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

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12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

Initials: *AR*

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Form 3026 1/01

vnns-6A(MO) 101071.01

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Exhibit 2

requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender or Trustee shall mail copies of a notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by Applicable Law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property to any later time on the same date by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is pennined under Applicable Law.

24. **Substitute Trustee.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. **Lease of the Property.** Trustee hereby leases the Property to Borrower until this Security Instrument is either satisfied and released or until there is a default under the provisions of this Security Instrument. The Property is leased upon the following terms and conditions: Borrower, and every person claiming an interest in or possessing the Property or any part thereof, shall pay rent during the term of the lease in the amount of one cent per month, payable on demand, and without notice or demand shall and will surrender peaceable possession of the Property to Trustee upon default or to the purchaser of the Property at the foreclosure sale.

26. **Homestead Exemption.** Borrower hereby waives all homestead exemptions in the Property to which Borrowers would otherwise be entitled under Applicable Law.

27. Notice. Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of debt including promises to extend or renew such debt are not enforceable. To protect you (Borrower(s)) and us (Creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

_____	<u>Alberto Rodriguez</u> (Seal) -Borrower
_____	<u>Maria Rodriguez</u> (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

STATE OF MISSOURI,

St. Louis County ss:

On this *14th* day of *September* 2005, before me personally appeared
ALBERTO RODRIGUEZ AND MARIA RODRIGUEZ, HUSBAND AND WIFE

to me known to be the person(s) described in and who executed the foregoing instrument, and
acknowledged that he/she/they executed the same as his/her/their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the
County and State aforesaid, the day and year first above written.

My Term Expires: 4/10/10



JULIA B. JENNINGS
My Commission Expires
April 10, 2010
St. Louis County
Commission #08337610

Julia B. Jennings
Notary Public Julia B. Jennings

Exhibit "A"

Lot 3 of Forest Glen Estates, according to the plat thereof recorded in Plat Book 132 page(s) 60 of the St. Louis County Records.

FIXED/ADJUSTABLE RATE RIDER
(LIBOR One-Year Index (As Published In *The Wall Street Journal*)- Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 14TH day of SEPTEMBER, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to HOMECOMINGS FINANCIAL NETWORK INC.

("Lender") of the same date and covering the property described in the Security Instrument and located at: 1232 WISSMANN DRIVE

SAINT LOUIS, MO 63011

[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY:

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 7.6250 %. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of OCTOBER, 2013, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family -
Fannie Mae Uniform Instrument
Form 3187 6/01

MFCD5133 - (02/2005) / 047-000175-1

VMP-168R (0401).01

Page 1 of 4

Initials: *AL YIK*

VMP Mortgage Solutions, Inc.

(800)521-7291



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(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year 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 each Change Date is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE FOURTH percentage points (2.2500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). 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.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.6250 % or less than 2.6250 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 12.6250 %.

(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 initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

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

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

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

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within

Initials: *A. R. YER*

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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

Alberto Rodriguez (Seal) x Yania Delma Rodriguez (Seal)
ALBERTO RODRIGUEZ -Borrower -Borrower

____ (Seal) ____ (Seal)
-Borrower -Borrower

____ (Seal) ____ (Seal)
-Borrower -Borrower

____ (Seal) ____ (Seal)
-Borrower -Borrower

Exhibit 2-C

Homecomings Financial
A GMAC Company

**NOTICE OF ASSIGNMENT,
SALE, OR TRANSFER OF
SERVICING RIGHTS**

December 19, 2006

406 1 MB 0.326 ***AUTO**MIXED AADC 750
ALBERTO RODRIGUEZ
1232 WISSMANN DRIVE

BALLWIN, MO 63011-4363

|||||

Re: Loan Number [REDACTED] 1751
Property Address 1232 Wissmann Drive
Saint Louis, MO 63011

Dear Alberto Rodriguez:

This is an attempt to collect a debt and any information obtained will be used for that purpose.

Effective January 1, 2007, the servicing of your mortgage loan, that is, the right to collect payments from you, is being assigned, sold, or transferred from Homecomings FinancialSM to GMAC Mortgage, LLC. The assignment, sale, or transfer of servicing does not affect the terms or conditions of your mortgage documents, other than the terms directly related to the servicing of your loan.

Except in limited circumstances, the law requires that your present servicer send you this notice at least 15 days before the effective date of the transfer. Your new servicer must also send you this notice no later than 15 days after the effective date of transfer.

Your present loan servicer is Homecomings Financial. Prior to January 1, 2007, any questions regarding your mortgage should be directed to our Customer Service Department at 1.800.206.2901 between the hours of 8:00am and 5:00pm CST, Monday through Friday, excluding holidays.

Your new servicer will be GMAC Mortgage, LLC. Beginning January 1, 2007, any questions you have regarding your mortgage should be directed to GMAC Mortgage, LLC. You can reach their Customer Service Department at 1-800-766-4622, between the hours of 6:00 am to 10:00 pm CT, Monday through Friday, and 9:00 am to 1:00 pm Saturday, excluding holidays. Also beginning January 1, 2007, written inquiries regarding your mortgage loan should be directed to GMAC Mortgage, LLC at their correspondence address given below.

Payment Information - Prior to January 1, 2007, all mortgage payments should be sent to Homecomings Financial. However, beginning January 1, 2007, all mortgage payments should be sent to GMAC Mortgage, LLC at the payment address below. Please write your new GMAC



Homecomings Financial

A GMAC Company

December 19, 2006

Re: Loan Number [REDACTED] 1751

Page 2

Mortgage, LLC loan number on all checks sent to GMAC Mortgage, LLC. Any payments received by Homecomings Financial after January 1, 2007, will be forwarded to GMAC Mortgage, LLC. In addition, if your account currently contains escrow for property taxes and/or insurance GMAC Mortgage, LLC will continue to escrow and pay these bills from your escrow account.

Payment Address
GMAC Mortgage, LLC
PO Box 780
Waterloo, IA 50704-0780
Attn.: Payment Processing

Correspondence Address
GMAC Mortgage, LLC
PO Box 4622
Waterloo, IA 50704-4622
Attn.: Customer Care

As of December 19, 2006, your current principal balance is \$194,560.00, your current escrow balance is \$2,734.38, your current interest rate is 7.625 %, your total monthly payment is \$1,506.30, and your next due date is January 1, 2007.

Automated Payment Information - If your monthly mortgage payment is drafted monthly from your bank account, all drafts scheduled to occur prior to January 1, 2007 will proceed normally. Drafts for your mortgage payment will continue to occur with the new servicer after January 1, 2007 unless you inform us that you did not wish your automated draft information to transfer. If you do not wish to transfer your automated draft information, please contact our customer service department prior to January 1, 2007 at 1.800.206.2901 to request cancellation.

If you are enrolled in a biweekly or semimonthly drafting program with Homecomings Financial, please know that our BiSaver Center will perform the scheduled drafts after your loan is transferred to GMAC Mortgage, LLC. It is necessary that you inform our BiSaver Center of any future changes in your payment amount (especially after escrow analyses), bank information, or loan status, because while GMAC Mortgage, LLC will service your loan, the BiSaver Center will continue to provide the biweekly or semimonthly drafting service and forward your payments to GMAC Mortgage, LLC. Soon you will receive correspondence from the BiSaver Center regarding the continuation of your scheduled drafting program.

Optional Insurance - Effective January 1, 2007, if you have any optional insurance policies that are paid with your mortgage payment, your coverage and premium billings will be discontinued. Please contact GMAC Mortgage, LLC at their customer service number given above to determine the availability of similar products or services.

Tax Information - For tax reporting purposes, Homecomings Financial and GMAC Mortgage, LLC will each mail you a year-end statement by January 31 of next year for the period of time that each company serviced your account.



You should be aware of the following information, which is set out in more detail in Section 6 of

Homecomings Financial

A GMAC Company

December 19, 2006

Re: Loan Number [REDACTED] 1751

Page 3

the Real Estate Settlement Procedures Act (RESPA) (12 USC 2605):

During the 60 day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer, before its due date, may not be treated by the new servicer as late, and a late fee may not be imposed on you.

Section 6 of RESPA (12 U.S.C. §2605) gives you certain consumer rights. If you send a "qualified written request" to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgment within 20 business days of receipt of your request. A "qualified written request" is written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name, loan number, and reason for the request.

Not later than 60 business days after receiving your request, your servicer must make appropriate corrections to your account, and must provide you with a written clarification regarding any dispute. During this 60 business day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. However, this does not prevent the servicer from initiating foreclosure if proper grounds exist under the mortgage documents.

A "business day" is a day on which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section. You should seek legal advice if you believe your rights have been violated.

Homecomings Financial appreciated the opportunity to service your loan, for customer satisfaction is our primary goal. We wish you a successful relationship with GMAC Mortgage, LLC.

Sincerely,

Homecomings Financial



Exhibit 2-D

GMAC Mortgage

Notice of Servicing Transfer and Welcome to Ocwen Loan Servicing, LLC

February 7, 2013



ALBERTO RODRIGUEZ
1232 WISSMANN DRIVE
BALLWIN MO 63011-4363

**Your Loan Account Details**
as of 02/04/2013

Account Number. [REDACTED] 9998

Property Address:
1232 WISSMANN DRIVE
SAINT LOUIS MO 63011

Transfer Date:
02/16/2013

Principal Balance:
\$193,093.41Escrow Balance:
-\$210.01

Loan Rate:
7.625%

Next Payment Due:
12/1/2012

Payment Amount:
Please refer to your
mortgage account statement.

Ocwen Loan Servicing, LLC
Customer Care
Contact Information

Phone:
800-766-4622

Personal assistance:
6:00 a.m. - 10:00 p.m. CT M-F
and 8:00 a.m. - 2:00 p.m. Sat

24-hour automated service

Email:
ocwen@mortgagebanksite.com

Web:
oewen.mortgagebanksite.com

Mail:
PO Box 780
Waterloo, IA 50704-0780

02-1/85-7520(1/73)

Mortgage Payment Coupon

Account Number:
[REDACTED] 9998

Due Date:
12/1/2012

Mortgage Payment:
See above

ALBERTO RODRIGUEZ

Please assist us
in applying your payment.

Extra Funds	Full Payments	\$.....
	ADDITIONAL Principal	\$.....
	ADDITIONAL Borrow	\$.....
	Late Charge	\$.....
	Other Fees (Specify)	\$.....
	Total Amount Enclosed	\$.....



Ocwen Loan Servicing, LLC

OCWEN
PO BOX 9001719
LOUISVILLE, KY 40290-1719



RESPA Notice: You should be aware of the following information, which is set out in more detail in Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. 2605):

During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

Section 6 of RESPA (12 U.S.C. 2605) gives you certain consumer rights. If you send a qualified written request to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgement within 20 Business Days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number and your reasons for the request.

Not later than 60 Business Days after receiving your request, your servicer must make any appropriate corrections to your account and must provide you with a written clarification regarding any dispute. During this 60-BusinessDay period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. However, this does not prevent the servicer from initiating foreclosure if proper grounds exist under the mortgage documents.

A Business Day is a day on which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that section. You should seek legal advice if you believe your rights have been violated.

Qualified Written Request: Effective with the transfer date, please send all qualified written requests to: Ocwen, ATTN: Customer Care, P.O. Box 1330, Waterloo, IA 50704-1330.

Optional Insurance: The transfer of servicing rights may affect the term or the continued availability of mortgage life or disability or any other type of optional insurance. If you have been paying premiums for optional insurance coverage such as accidental death, life or disability, your coverage will likely continue at the same or a comparable premium. If a change of provider is necessary, you will receive new policy information in a separate letter. If Ocwen is not able to continue your coverage, Ocwen or GMACM will notify you in writing.

Additional Information

Online Services: If you were previously using the GMACM website, you should continue to use your same username and password. You will be redirected to ocwen.mortgagebanksite.com to complete the login process. You do not need to re-enroll to continue using the same online payment programs. Any current online payment arrangements will continue uninterrupted through Ocwen.

Payment by Phone: If you previously scheduled a payment by phone through GMACM, this deduction will continue as scheduled.

Automatic Payment: If you were previously using GMACM's automatic payment service, this program will continue with Ocwen with no lapse in service. If you use a third party payment service, please request they update their records to have payments made to Ocwen Loan Servicing, LLC.

Payment by Check: If sending payment by check, please be aware you are authorizing Ocwen to use information on this check to make a one-time electronic debit to the account at the financial institution indicated on the check. This electronic debit will be for the amount on your check and no additional amount will be debited. Please be aware this bank account may be debited the same day Ocwen receives the check.

Homeowner's Insurance: Notice will be sent to your insurance carrier to provide the Ocwen address information following the transfer.

Year-End: GMACM will provide a 2012 year-end IRS form 1098 statement consistent with how you may have received it in prior years. Ocwen will provide a 2013 year-end IRS form 1098 that will include payments received in 2013 by GMACM and Ocwen.

Loan Modifications: Ocwen is committed to helping homeowners. If you are currently on a trial modification plan or have a modification review underway, this process will continue. You should continue making your payments as required in the modification plan. If you recently submitted financial documentation to be considered for payment options, it is not necessary to re-send the documents to Ocwen, as the information will automatically transfer.

Short Sale: Any previously approved short sale offers or pending short sale negotiations will continue. The original expiration date for a previous short sale approval still applies; if it has expired, the approval is no longer valid.

Identity Theft Notice: If you would like to obtain information regarding identity theft, you may contact the Federal Trade Commission at <http://www.ftc.gov/bcp/edu/microsites/idtheft/> OR by calling 1-877-ID-THEFT (1-877-438-4338).

Members of the Military and their Families: Ocwen is committed to supporting its customers in the military. If you or a member of your family are in the military, please contact Ocwen effective with the transfer date. You may be eligible for certain rights and protections under the Servicemembers Civil Relief Act (SCRA). Even if you are not eligible under SCRA, Ocwen encourages you to contact us if you have questions or problems relating to your mortgage. Call 1-866-961-1412 or email us at Military.Families@mortgagebanksite.com

Notice Regarding Debt Collection: This is an attempt to collect a debt, and any information obtained will be used for that purpose. provided if you have an active bankruptcy case or have received a discharge, the following Notice Regarding Bankruptcy applies.

Notice Regarding Bankruptcy: If you are a debtor in an active bankruptcy case, this letter is not an attempt to collect either a pre-petition, post-petition or discharged debt, and no action will be taken in willful violation of the Automatic Stay that may be in effect in your bankruptcy case. Furthermore, if you have received a Discharge in a Chapter 7 case, any action taken by GMACM or Ocwen is for the sole purpose of protecting the lien interest in your property and is not an attempt to recover any amounts from you personally. If you have surrendered your property during your bankruptcy case, please disregard this notice. Finally, if you are in an active Chapter 11, 12 or 13 case, and an Order for Relief from the Automatic Stay has not been issued, you should continue to make payments in accordance with your bankruptcy plan.

02-1485-7200(113)

Fee Name	Fee Description	Estimated Fee Amount
Balloon Reset/Cast	Fee required to reset balloon loans or recast a loan when loan documents allow for this function.	\$170 - \$1200 (includes hard dollar costs which range by county)
Broker Price Opinion (BPO)	Brokers or other qualified individuals provide an estimate of the market value of property.	\$83.00 - \$150.00
Inspection	Inspections are performed to ensure that the property is occupied and appropriately maintained.	\$16.50 - \$42.00
Late Charges	Penalty charged to the borrower if a payment is received past the grace days.	Fees assessed according to loan documents
Non Sufficient Funds (NSF) Fee	Fee charged for a check that was applied to the borrower's account but returned unpaid by the borrower's depository institution (bank, savings bank, etc).	\$25.00
Pay by Phone	One time charge to a borrower to make a payment using the pay by phone service. Use of this service is optional. Other payment options are available that have no additional costs.	\$7.50 via phone \$12.50 via customer service
Payoff Statement	Fee charged when a payoff statement is requested to be mailed or faxed.	NO CHARGE
Recording Fee	Fee charged by the county recorder's office to record the release / satisfaction when the loan is paid-in-full.	\$21.00 - \$24.00
Subordination	Processing/underwriting fee to review new loan details and our existing second lien loan to consider permitting the new loan to have priority, or first lien position, over our existing second lien loan.	NO CHARGE
Wire	Fee assessed for wired payments. Use of this service is optional. Other payment options are available that have no additional costs.	\$7.50

All fees and amounts are subject to change without prior notice. Additional fees and amounts may apply depending on your specific request and the status of your loan.



Exhibit 2-E

Book:20426 - Page:871



* 2 0 1 3 0 3 2 2 0 0 3 1 1 *

JANICE M. HAMMONDS, RECORDER OF DEEDS

ST. LOUIS COUNTY MISSOURI

41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT ASGMT	GRANTOR HEMCOMINGS FINANCIAL NETWORK INC ETAL	TO	GRANTEE OCWEN LOAN SERVICING LLC
PROPERTY DESCRIPTION:	FOREST GLEN ESTS. L: 3 PB: 132 PG: 60		

Lien Number

Notation

Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to **TYPE OF INSTRUMENT**, the **NAMES of the GRANTOR and GRANTEE** as well as the **DESCRIPTION of the REAL PROPERTY** affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the **ATTACHED DOCUMENT** governs. Only the **DOCUMENT NUMBER**, the **DATE** and **TIME** of filing for record, and the **BOOK** and **PAGE** of the recorded Document is taken from this **CERTIFICATION SHEET**.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

STATE OF MISSOURI)
SS.
COUNTY OF ST. LOUIS)

Document Number
00311

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 4 pages, (this page inclusive), was filed for record in my office on the 22 day of March 2013 at 10:42AM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

JM
Deputy Recorder



Janice M. Hammonds

St. Louis County, Missouri

Return to:

Indecomm Holdings, Inc dba Indecomm Global Service
200 Middlesex Turnpike, Ste 103
ISELIN, NJ 08830

Destination code: 4000

RECORDING FEE 30.00
(Paid at the time of Recording)

Book:20426 - Page:872

Assignment of Deed of Trust

When Recorded Return To
Indecomm Global Services
2925 Country Drive
St Paul, MN 55117
Dated **March 18, 2013**

Prepared By
Lisa Vang
2925 County Drive
St Paul, MN 55117

MIN [REDACTED] 7512
MERS Phone 888-679-6377

9036
For value received Mortgage Electronic Registration Systems, Inc., as nominee for Homecomings Financial Network Inc., its successors and assigns (Grantor), P.O. Box 2026, Flint, MI 48501-2026, the undersigned hereby grants, assigns and transfers to Ocwen Loan Servicing, LLC (Grantee), 1100 Virginia Drive, Fort Washington, PA 19034, all its rights and interest under a certain Deed of Trust dated **September 14, 2006** executed by **ALBERTO RODRIGUEZ AND MARIA RODRIGUEZ** and recorded in Book **17305** on Page(s) **911** as Document Number **2006092101345** on **September 21, 2006** in the office of the County Recorder of St Louis County, Missouri

MORTGAGE AMOUNT **\$194,560.00**

****See attached Exhibit A for Legal Description on Page 3**

Book:20426 - Page:873

Mortgage Electronic Registration Systems, Inc , as
nominee for Homecomings Financial Network Inc , its
successors and assigns

By



Va Thao,
Assistant Secretary

No Corporate Seal

STATE OF Minnesota)

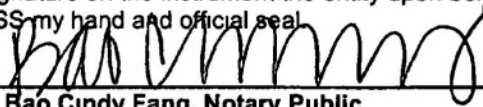
COUNTY Ramsey) SS



U03542613

On March 18, 2013 before me, Bao Cindy Fang , Notary Public in and for said State personally appeared
**Va Thao , Assistant Secretary of Mortgage Electronic Registration Systems, Inc., as nominee for
Homecomings Financial Network Inc., its successors and assigns**, personally known to me to be the
person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the
same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of
which the person acted, executed the instrument WITNESS my hand and official seal





Bao Cindy Fang, Notary Public
My Commission expires **January 31, 2017**

Exhibit A Legal Description

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF ST. LOUIS, STATE OF MISSOURI: LOT 3 OF FOREST GLEN ESTATES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 132 PAGE(S) 60 OF THE ST LOUIS COUNTY RECORDS. SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

Exhibit 2-F



19-01320-mg

Doc 192

REPRESENTATION OF PRINTED DOCUMENT

Ocwen Loan Servicing, LLC

Casperite Declaration

Pg 53 of 138

www.ocwen.com

Helping Homeowners Is What We Do!®

Exhibit 2
 Suite 100
 West Palm Beach, FL 33409
 Toll Free: 800.746.2936

1/29/2019

Loan Number: [REDACTED] 9998

6-814-AUI17-0008687-002-01-000-000-000-000



ALBERTO RODRIGUEZ
 1232 WISSMANN DR
 BALLWIN MO 63011-4363

Property Address:
 1232 Wissmann Dr
 Ballwin, MO 63011

Dear Customer(s),



Why We Are
 Sending This
 Letter

This is an important notice containing information critical to this mortgage account.

Ocwen Loan Servicing has joined forces with PHH Mortgage Services, a mortgage company with well-established mortgage origination and servicing capabilities. As a result, we will be consolidating all mortgage accounts into one company, **PHH Mortgage Services ("PHH")**.

Effective **2/16/2019**, PHH will be the new servicer for this account and will be collecting the mortgage payments going forward.

Please rest assured that Ocwen will be here through this transition. Together, Ocwen and PHH stand ready to assist in any way we can. For any questions regarding the transition, please call **855.245.3916**.



What Needs
 To Be Done

Please send all payments due **on or after 2/16/2019 to PHH** at this address:

PHH Mortgage Services
 P.O. Box 371458
 Pittsburgh, PA 15250-7458

If currently using an Online Bill Payment provider, please contact them to update the payee, remittance address and new account number (if applicable). Failure to make these updates could delay the crediting of payments. If currently mailing in a payment, please use the coupon provided or wait until the new PHH statement is mailed.



What We
 Will Do

Due to this transfer, the account number will change. The Ocwen account number is [REDACTED] 9998, and the new PHH account number will be [REDACTED] 3305.

During the first week after 2/16/2019, no transactions can be made on the account while PHH verifies the accuracy of all account information in its system. As soon as this process is completed, the account will be activated and you will receive a welcome letter from PHH.

During the 60-day period following the transfer date of **2/16/2019**, any payment received by Ocwen on or before its due date will not be treated as late by PHH and no late fee will be charged.

NMLS # 1852

GBYEPHH_ACH

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is provided purely for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.



After 2/26/2019, your Relationship Manager, Brandon Gower can be contacted by calling the PHH Customer Care Center at 877.744.2506 and requesting to speak with him/her.

MortgageQuestions.com is PHH's servicing website, which you will be able to access once the transfer process is complete, by 2/22/2019.

If you are currently a registered user on ocwencustomers.com, your current username can be entered on MortgageQuestions.com. You will need to use a temporary password which will be the last six digits of your Social Security Number. On initial login, you will be prompted to create a new password, answer a recovery question and set up security questions. By completing these actions, you agree to the terms and conditions for use of the website (<https://www.mortgagequestions.com/info/15882/landscape?jpid=GlobalTermsOfUse>) and will be registered on MortgageQuestions.com.

- **Remember, you can use your current username**
- **Your temporary password will be the last 6 digits of your Social Security Number**



NOTICE OF SERVICING TRANSFER

EFFECTIVE 2/16/2019



The servicing of your mortgage is being transferred, effective **2/16/2019**. This means that on or after this date, PHH will be collecting the mortgage payments. The transfer of servicing does not affect any term or condition of the mortgage other than terms directly related to the servicing of the account.

Ocwen Loan Servicing, LLC ("Ocwen") is now collecting the payments. Ocwen will stop accepting payments received after **2/15/2019**. **PHH Mortgage Services ("PHH")** will collect the payments going forward. PHH will start accepting payments received on **2/16/2019**.

Please send all payments due **on or after 2/16/2019 to PHH** at this address:

PHH Mortgage Services
 P.O. Box 371458
 Pittsburgh, PA 15250-7458

For any questions about the mortgage account or this transfer, please contact Ocwen or PHH using this information:

	Until 2/15/2019:	On or After 2/16/2019:
Servicer	Current Servicer Ocwen Loan Servicing, LLC	New Servicer PHH Mortgage Services
Department	Customer Service	Customer Service
Toll-Free Number	800.746.2936	877.744.2506
Website	ocwencustomers.com	MortgageQuestions.com
Address	P.O. Box 24736 West Palm Beach, FL 33416	1 Mortgage Way Mt. Laurel, NJ 08054
Account Number	██████████9998	██████████8305

Under Federal law, during the 60-day period following the effective date of the transfer of mortgage servicing, a payment received by Ocwen on or before its due date may not be treated by PHH as late, and a late fee may not be assessed to the account.

Remember, Ocwen will be here for you throughout this transfer to assist in any way we can. If you have questions regarding this transition, please call us at **855.245.3916**.

Sincerely,
 Ocwen Loan Servicing, LLC



Frequently Asked Questions about Servicing Transfers

Why is my mortgage account being transferred?

Ocwen Loan Servicing has joined forces with PHH Mortgage Services, a mortgage company with well-established mortgage origination and servicing capabilities. As a result, we will be consolidating all mortgage accounts under one company, **PHH Mortgage Services ("PHH")**.

What payment methods are available?

PHH offers several convenient options. In addition to making a payment by mail, the accountholder may enroll for recurring payments from a checking or savings account or make payments online at MortgageQuestions.com. If the monthly payment is made through an online bill payment service with a biweekly program or via a government allotment service, please be sure to change the payee to PHH and use the new payment address and account details as applicable.

How will this affect the credit reporting on my mortgage?

After **2/16/2019**, the current Ocwen account number will be reported to the credit bureaus as "Account Transferred to another Servicer/Company." Activity on the new account number will appear under the name "PHH Mortgage Services" on the credit report going forward.

What if I made a payment to Ocwen, but it does not show up on my PHH account?

If Ocwen receives a payment on or after **2/16/2019**, the payment will be forwarded automatically to PHH. It may take a few days for PHH to receive and apply the payments, but this forwarding will not negatively impact the account or credit report during the first 60 days after transfer.

Does PHH have a website?

The PHH website is MortgageQuestions.com. We encourage registration on the website to access all the account activity, including payment due dates and amounts, escrow balances and other account information. Election of paperless billing, direct debits and various alerts, including payments received, hazard disbursements, tax disbursements, paperless documents, and year-end statements are also available.

Can I use my ocwencustomers.com username and password to log in to MortgageQuestions.com?

Yes, your current username will be active after 2/22/2019 on the MortgageQuestions.com site. You will need to enter a temporary password, which will be the last six digits of your Social Security Number. On initial login you will be prompted to create a new password, answer a recovery question and set up security questions.

Will I continue to receive paperless billing notifications?

Yes. If enrolled in paperless billing, you will continue to receive emails notifying you of the availability of the billing statement at MortgageQuestions.com.

I am under the protection of the Servicemembers Civil Relief Act (SCRA). Do I need to take action regarding this?

The service transfer does not impact any service member protections. Please notify us of any change in active duty status.



Mortgage Modification Questions



A trial modification plan is currently in place, but payments remain due before the account is permanently modified.

What should be done?

Monthly payments should continue to be made as required in the modification plan. Ocwen's records will be maintained by PHH Mortgage Services, including the status of the modification. Please allow 30 days for PHH to review and process the information. It is not necessary to call for a status prior to 30 days, as the agent will not have any additional information to provide.

If the trial plan is scheduled to end within 60 days of the mortgage account transfer date, the trial plan will not expire until the later of (a) the last day of the month the modification becomes effective, as noted in the final Modification Agreement, or (b) the due date by which the final Modification Agreement must be returned, as noted in the final Modification Agreement.

A trial modification is currently in place. Is it necessary to provide any additional information for the mortgage account to be permanently modified?

No. There is no need to send any additional documentation for PHH to send a final Modification Agreement. Once the executed, final Modification Agreement is returned and all required monthly trial plan payments have been made, PHH will permanently modify the mortgage.

A modification application has just been submitted to Ocwen. Should this also be sent to PHH?

It is not necessary to resubmit the application or documents to PHH. Please allow up to 30 days from the date of the account transfer for PHH to process the application and determine eligibility. It is not necessary to call prior to 30 days, as the agent will not have any additional information to provide.

I received a notice from Ocwen that there were missing documents for a modification, but I have not sent them yet.

Should these documents be sent to PHH now?

Yes, please send the documents to PHH Mortgage Services by fax to 856.917.2848 or by email to HAT@mortgagefamily.com. Ocwen will be providing PHH with the status of the modification (trial plan or initial application), copies of the initial application and information identifying the missing documentation.



I have a Short Sale or Deed in Lieu application pending with Ocwen. Do I have to resend all the documentation to PHH now and re-apply?

If there is a pending foreclosure sale date or closing scheduled in the next 60 days, please resend the documentation to PHH by fax to 856.917.2848 or by email to HAT@mortgagefamily.com. If there is not a foreclosure sale or scheduled closing in the next 60 days, Ocwen will provide PHH the status of the pending resolution. PHH will follow up with a final approval or denial. Please allow PHH Mortgage Services 30 days to process the Short Sale or Deed in Lieu application.

I received approval from Ocwen for a Short Sale or Deed in Lieu. Will this approval be honored by PHH?

Yes. It will be honored as long as the original requirements or contingencies for approval provided by Ocwen are met. With respect to Short Sales, please note that the original expiration date of Ocwen's approval (the "good through" date) still applies; if it has expired, the approval is no longer valid. Ocwen will be providing these approval requirements to PHH.



19-01320-mg

Doc 192

Filed 02/26/20 Entered 02/26/20 18:15:34

Exhibit 2

West Palm Beach, Suite 100
West Palm Beach, FL 33409
Toll Free: 800.746.2936

Casperite Declaration Pg 59 of 138
www.ocwen.com

Helping Homeowners Is What We Do!®



Alberto Rodriguez 1232 Wissmann Dr Ballwin, MO 63011	Ocwen Account Number: [REDACTED] 9998 & PHH Account Number: [REDACTED] 8305
Payable to: PHH Mortgage Services P.O. Box 371458 Pittsburgh, PA 15250-7458	Note: Amount of Payment: \$ _____

6-814-AU117-0008687-002-04-000-000-000-000

NMLS # 1852

GBYEPHH_ACH

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is provided purely for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.

Exhibit 2-G

0-814-BAV76-0002439-001-01-000-000-000-000



ALBERTO RODRIGUEZ
1232 WISSMANN DR
BALLWIN MO 63011-4363



PHH
MORTGAGE

PHH Mortgage Services
1 Mortgage Way
Mt. Laurel, NJ 08054

Tel: 877-744-2506
Fax: 856-917-8300

9/13/2019

Account Number: [REDACTED] 8305



ALBERTO RODRIGUEZ
1232 WISSMANN DR
BALLWIN, MO 630114363

Property Address:
1232 WISSMANN DR
BALLWIN, MO 63011

NOTICE OF SERVICING TRANSFER

We want to let you know that PHH Mortgage Services is transferring the servicing of the above account to Bayview Loan Servicing, LLC on 10/01/2019. This means that Bayview Loan Servicing, LLC will manage payments and perform other services related to the account. This transfer doesn't affect any of the terms or conditions of the original agreement other than terms directly related to the servicing of the account.

The most important things that will change are the account number and how payments are made.

The payment due date will not change as a result of this servicing transfer. Bayview Loan Servicing, LLC will send a monthly billing statement indicating the payment amount and payment due date.

Please keep in mind these important dates:

Date of servicing transfer: 10/01/2019

Date PHH Mortgage Services will stop accepting payments: 09/30/2019 is the last day we will accept payments.

Date Bayview Loan Servicing, LLC begins accepting payments: 10/01/2019

Send all payments due on or after 10/01/2019 to Bayview Loan Servicing, LLC at:
Bayview Loan Servicing, LLC
PO Box 650091
Dallas, TX 75265-0091

www.MortgageQuestions.com

RB002

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is provided purely for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.

PHH
MORTGAGE

PHH Mortgage Services
1 Mortgage Way
Mt. Laurel, NJ 08054

Tel: 877-744-2506
Fax: 856-917-8300

For any questions for either the current servicer, PHH Mortgage Services or the new servicer Bayview Loan Servicing, LLC, about this account or this transfer, please contact them using the information below:



Until 09/30/2019:	On or After 10/01/2019:
PHH Mortgage Services	Bayview Loan Servicing, LLC
Customer Service Department	Customer Service Department
877-744-2506	855-813-6597
Monday through Friday 8:00AM - 9:00 PM ET and Saturday 8:00AM - 5:00 PM ET	Monday-Friday, 8:00AM-9:00PM EST
Attn: Customer Service, PO Box 5452 Mt. Laurel, NJ 08054	Attn: Customer Service Dept, 4425 Ponce de Leon Blvd, 5th Floor Mailroom Coral Gables, FL 33146

Enclosed are answers to Frequently Asked Questions along with important information regarding the transfer, payment methods and details and contact information for the new servicer. Please read them carefully.

Please look for more information from your Bayview Loan Servicing, LLC, in the coming weeks.

Important note about payment drafting: If currently using an Online Bill Payment provider, please contact them to update the payee, remittance address and new account number (if applicable). Failure to make these updates could delay the crediting of payments

Important note about insurance: The transfer of servicing rights may affect mortgage life or disability insurance or any other type of optional insurance associated with the account in the following way: Mortgage life, disability or any other type of optional insurance/product attached to this account will be canceled. The insurance carrier(s) may need to be contacted to inquire about direct billing options.

Under Federal law, during the 60-day period following the effective date of the transfer of the loan servicing, a payment received by the previous servicer on or before its due date may not be treated by the new servicer as late, and a late fee may not be imposed.

Sincerely,

PHH Mortgage Services

www.MortgageQuestions.com

RB002

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is provided purely for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.

PHH**MORTGAGE**

PHH Mortgage Services
1 Mortgage Way
Mt. Laurel, NJ 08054

Tel: 877-744-2506
Fax: 856-917-8300

ADDENDUM TO NOTICE OF SERVICING TRANSFER



As of the date of this letter, the principal balance of this account is: \$191,315.25.

As of **10/01/2019**, the escrow balance on this account is: **-\$9,314.27**. Any questions about the escrow account may be directed to our Customer Service Department at 877-744-2506. It is PHH Mortgage Services policy to maintain escrow accounts in accordance with applicable legal requirements.

As of the date of this date of this letter, the current interest in connection with this account is 3.75000%. If the account has a variable rate, please note that the interest rate provided in this notice is the current interest rate as of the transfer date and does not include future adjustments.

As of the date of this letter, the current required monthly payment in connection with the account is \$1,542.61. This amount consists of a monthly principal and interest payment of \$1,143.94 and a monthly escrow payment of \$398.67. The monthly payment amount required may change in the future if there are changes to the interest rate or escrowed items (such as taxes, homeowner's insurance, or mortgage insurance), if the account incurs late charges or other fees, or if there is a modification of the account terms.

The next monthly payment is due on 2/1/2017. Subsequent monthly payments will be due on the same date each month thereafter.

IMPORTANT MESSAGING

PHH Mortgage Services Corporation's primary regulator is the Consumer Financial Protection Bureau ("CFPB"). The CFPB's mailing address is PO Box 4503, Iowa City, IA 52244.

0-814-BAV76-0002439-001-04-000-000-000-000

www.MortgageQuestions.com

RB002

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PHH
MORTGAGE

PHH Mortgage Services
1 Mortgage Way
Mt. Laurel, NJ 08054

Tel: 877-744-2506
Fax: 856-917-8300

Frequently Asked Questions about Account Transfers**Why is my account being transferred?**

The transfer of account servicing is a common business practice in today's home finance industry and is no reflection on you personally. This transfer doesn't affect any of the terms or conditions of the original Agreement.

How can I contact my new servicer?

Beginning 10/01/2019 you can contact Bayview Loan Servicing, LLC using the following information:

Payments:

Bayview Loan Servicing, LLC
Payment Processing
PO Box 650091
Dallas, TX 75265-0091

Servicing Transfer and Other Client Inquiries:

Bayview Loan Servicing, LLC
Customer Service Department
Attn: Customer Service Dept, 4425 Ponce de Leon Blvd, 5th Floor
Mailroom
Coral Gables, FL 33146
855-813-6597
Monday-Friday, 8:00AM-9:00PM EST

When should I begin sending payments to Bayview Loan Servicing, LLC?

After 09/30/2019 PHH Mortgage Services will stop accepting payments and all future or past due payments should be sent to Bayview Loan Servicing, LLC. Any payments PHH Mortgage Services receives after this date will be forwarded to Bayview Loan Servicing, LLC.

What if I have automatic payments set up?

If currently using an Online Bill Payment provider, please contact them to update the payee, remittance address and new account number (if applicable). Failure to make these updates could delay the crediting of payments.

Will I receive separate Year-End Statements from PHH Mortgage Services?

In (Jan – 2020), you will receive two Year-End Statements (IRS Form 1098) one from PHH Mortgage Services and one from Bayview Loan Servicing, LLC to report the total amount of interest you paid in 2019.

I am covered under the protection of the Servicemembers Civil Relief Act. Do I need to do anything to ensure that continues?

All protections under the Act will automatically continue so there is nothing you need to do. Please notify the new servicer of any change in your active duty status.

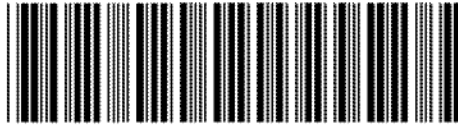
www.MortgageQuestions.com

RB002

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is provided purely for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.

Exhibit 2-H

PHH Mortgage Services
PO Box 9117
Temecula, CA 92589-9117



2345451803

PRESORT
First-Class Mail
U.S. Postage and
Fees Paid
WSO

Send Payments to:
PHH Mortgage Services
Mail Stop SV19
1 Mortgage Way
Mt Laurel, NJ 08054

20190718-206

Send Correspondence to:
PHH Mortgage Services
P.O. Box 5452
Mt Laurel, NJ 08054

ALBERTO RODRIGUEZ
1232 WISSMANN DR
BALLWIN, MO 63011-4363



PHH

MORTGAGE

PHH Mortgage Services
1 Mortgage Way
Mt. Laurel, NJ 08054

Tel 877-744-2506
Fax 856-917-8300

07/17/2019

ALBERTO RODRIGUEZ
1232 WISSMANN DR
BALLWIN, MO 63011-4363

Loan Number: [REDACTED] 8305
Property Address: 1232 WISSMANN DR
BALLWIN, MO 63011

NOTICE OF INTENTION TO FORECLOSE

Dear Customer(s):

PLEASE NOTE THE FOLLOWING IMPORTANT COMMUNICATION REGARDING YOUR ACCOUNT.

Your payments due on or after 02/01/2017 have not been received by the PHH Mortgage Services for this loan. As the payments for the loan are past due, the account is in default of the terms of the Note and Mortgage. In order to avoid foreclosure, a payment must be made for the total amount due. As of the date of this letter, the following is owed:

Next Payment Due Date:	02/01/2017
Total # of Monthly Payments Due:	30
Total Monthly Payments Due:	\$48,344.52
Late Charges:	\$114.40
Other Charges:	Other Fees: \$0.00
	Uncollected NSF Fees: \$0.00
	Unapplied Balance: <u>(\$0.00)</u>

TOTAL YOU MUST PAY TO CURE DEFAULT: \$48,458.92

It is possible that after payment of the amounts detailed above there may be other fees still due and owing, including but not limited to other fees, escrow advances or corporate advances that PHH Mortgage Services paid on your behalf or advanced to your account.

The default can be cured by paying the total amount due by bank check, money order or certified funds so that it is received at the address below by 08/21/2019. No personal checks will be accepted. Please be aware that if your next payment due date occurs on or before you submit the total amount due to cure the default, the default will not be cured unless your next payment is made in addition to the Total Amount Due.

PHH Mortgage Services



Log in to MortgageQuestions.com --- your servicing website connection.

If arrangements to cure the delinquency have been made and the agreement is kept, please disregard this notice. If the arrangements are broken, this breach will be enforced.

In the event the default is not cured in full by 08/21/2019, as provided by the terms of the mortgage, payment of the current principal balance will be accelerated and the foreclosure process will be initiated which may cause you to lose your home through a sale of the property. Accordingly, if the breach is not cured by the date specified above we may take steps to terminate your ownership in the property by requiring payment in full of the home loan and commencing the foreclosure process.

You are further informed that you have the right to reinstate this loan after acceleration pursuant to, and subject to, the provisions and limitations of your loan documents and that you have a right to bring a court action, or if applicable, to assert in the foreclosure proceeding the non-existence of a default or any other defense you may have to acceleration, foreclosure and sale.

If you disagree with the assertion that a default has occurred or with the calculation of the amount required to cure the default, please contact Collections Department at 800-330-0423.

If you are unable to bring your account current, PHH Mortgage Services offers consumer assistance programs designed to help resolve delinquencies and avoid foreclosure. These services are provided without cost to our customers. You may be eligible for a Home Assistance Plan. If you would like to learn more about these programs, you may contact Collections Department at 800-330-0423. We are very interested in assisting you.

As always, we value your business and would appreciate your attention to this matter.

Sincerely,

PHH Mortgage Services

If you have any questions, please contact us at 800-330-0423 between the hours of 8:30am-8:30pm Monday through Thursday and Friday from 8:30am-5:00pm EST.

Important Messages

This is an attempt to collect a debt. Any information obtained will be used for that purpose.

However, to the extent your original obligation has been discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and/or is notice of the creditor's intent to enforce a lien against the property and does not constitute a demand for payment or an attempt to impose personal liability for such obligation.

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

HUD Counseling: For additional assistance, the United States Department of Housing and Urban Development ("HUD"), which is a government agency, sponsors housing counseling agencies throughout the country that can provide you advice on foreclosure alternatives, budgetary issues, and even assistance with understanding this notice. There is no fee for this service. If you would like assistance, you can contact a HUD-approved housing counselor by calling 1-800-569-4287 or you can reach the HOPE Hotline number at 1-888-995-HOPE. You may also visit the HUD website at <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>.

HUD Consejería: Para obtener ayuda adicional, el Departamento de Vivienda y Desarrollo Urbano ("HUD") de Estados Unidos, que es una agencia del gobierno, patrocina agencias de asesoría de vivienda en todo el país que le puede proporcionar asesoramiento sobre las alternativas de ejecución hipotecaria, las cuestiones presupuestarias, e incluso la asistencia con la comprensión de este aviso. No hay que pagar por este servicio. Si desea ayuda, puede ponerse en contacto con un asesor de vivienda aprobado por HUD llamando al 1-800-569-4287 o puede llegar a la Línea Directa de HOPE al 1-888-995-HOPE. También puede visitar el sitio web de HUD en <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>.

Attention Servicemembers and Dependents: Servicemember on "active duty" or "active service", or a spouse or dependent of such a servicemember may be entitled to certain legal protections and debt relief pursuant to the Servicemembers Civil Relief Act (50 USC App. 501-597b) (SCRA). If you are entitled to or have questions as to whether you are entitled to legal protections under the SCRA, please go to www.militaryonesource.com/scra or call 1-800-342-9647 to find out more information. You can also contact us at 800-330-0423 if you have any questions about your rights under SCRA.

Requests for Information and Notices of Error, including Qualified Written Requests: If you wish to request information or assert an error relating to the servicing of your mortgage loan, including any Qualified Written Requests, you must use the address below and include your name, your mortgage loan account number, property address and a statement of either the information you are requesting or the error you believe has occurred:

PHH Mortgage Services
Post Office Box 66002
Lawrenceville, NJ 08648



Exhibit 2-I



04/13/2017

Loan Number: [REDACTED] 9998

Alberto Rodriguez
1232 Wissmann Dr
Ballwin, MO 63011

**YOUR REQUEST FOR MORTGAGE ASSISTANCE WAS
RECEIVED
PLEASE READ CAREFULLY FOR NEXT STEPS**

Dear Alberto Rodriguez:

Thank you for submitting your request for mortgage assistance. We have reviewed your application and documents you submitted. Your application is currently **complete** and we do not require any additional documents from you at this time to evaluate your request for help. In the event additional documentation is needed based on additional review of the file, we will contact you.

Next Steps:

- We will review your loan for all possible mortgage assistance options. This review may take up to 30 calendar days from the date we determined your package was complete.
- Next, we will send you a notice with the results of our review, which will include any options that might be available to you.
 - If you do qualify for a mortgage assistance option: We will send you an offer. It is important that you **follow the instructions** in the offer letter pertaining to any deadlines in order to accept and move forward with your loan modification or other alternative solution.
 - If you do not qualify for a mortgage assistance option: We will look for every possible option and if we are unable to approve your application for assistance, we will send you a non-approval notice explaining the details and next steps. Depending on the reason for your non-approval, you could be eligible for an appeal. Please review the notice for additional information including any deadlines to submit your appeal.

Wilder Gomez has been assigned as your relationship manager and will be your designated representative for resolution inquiries and submission of documents.

If you have any questions about this letter, please call your Relationship Manager Wilder Gomez toll-free at (800) 746-2936. We are available Monday through Friday 8:00 am to 9:00 pm, Saturday 8:00 am to 5:00 pm, or Sunday 9:00 am to 9:00 pm ET.

Sincerely,

Loan Servicing

Account Information

Loan Number: [REDACTED] 9998

Property Address:

1232 Wissmann Dr
Ballwin, MO 63011

We are here to help!

Your Relationship Manager:

Wilder Gomez

RelationshipManager@ocwen.com

Online:

www.OcwenCustomers.com

NMLS # 1852

OCWN_COMPLETE_PKG

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in an active bankruptcy case or has been discharged through bankruptcy, this communication is purely provided to you for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.



ADDITIONAL ASSISTANCE IS AVAILABLE

If you are experiencing a financial hardship, housing counseling may be a way to help you manage your finances. We urge you to contact HUD approved agencies to obtain assistance in keeping your home. This assistance is available at no charge.

HUD Approved Housing Counseling	(800) 569-4287	www.HUD.gov
Homeowner's HOPE Hotline Number	(888) 995-4673	www.hopenow.com
Fannie Mae Assistance Program		www.knowyouroptions.com

If you would like to submit a qualified written request, a notice of error or a request for information, you must use the following address:

Ocwen Research Department
PO Box 24736
West Palm Beach, FL 33416-4736



ADDITIONAL LEGAL DISCLOSURES

Notice Regarding Bankruptcy: Please be advised that if you are part of an active Bankruptcy case or if you have received an Order of Discharge from a Bankruptcy Court, this letter is in no way an attempt to collect either a pre-petition, post-petition or discharged debt. If your bankruptcy case is still active, no action will be taken in willful violation of the Automatic Stay. If you have received an Order of Discharge in a Chapter 7 case, any action taken by us is for the sole purpose of protecting our lien interest in the underlying mortgaged property and is not an attempt to recover any amounts from you personally. Finally, if you are in an active Chapter 11, 12 or 13 bankruptcy case and an Order for Relief from the Automatic Stay has not been issued, you should continue to make payments in accordance with your plan.

Notice regarding Credit Discrimination: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

Notice regarding Tax Consequences of Loss Mitigations Options: Your acceptance of a loan modification, short sale, or deed-in-lieu of foreclosure may result in federal, state, or local tax consequences to you and/or affect your eligibility for any public assistance benefits. We cannot advise you on these impacts and encourage you to contact a tax professional to discuss any questions you may have.

Notice regarding Additional Liens: If you have any other mortgage loan(s) that is/are secured by the same property, we encourage you to contact the servicer(s) of those loan(s) to discuss available loss mitigation options.

Notice regarding Appraisals: We may obtain an appraisal or other written valuation in order to determine the property's value. We will promptly provide you with a copy of any such valuation, even if you are not approved for any loss mitigation options.

Please be aware that documents may expire during the review: If financial documents are over 90 days old, we may contact you to request updated documentation. Please ensure that you have provided our office with the most current documents available.

Notice: Not all borrowers will qualify for a loan modification or other mortgage assistance option: We have not yet determined if you are eligible for a loan modification or any other mortgage assistance option. You need to submit all required documents in order for us to be able to proceed with our evaluation of your eligibility. We are not obligated to offer assistance based solely on the representations and information included in your request for assistance. We reserve the right to verify the information that you submitted, and to request additional information and/or documents to evaluate your eligibility. In our evaluation process, we will follow all the modification and other mortgage assistance program guidelines to the extent permitted under our contractual obligations with the investors who own your loan. Not all borrowers who submit a completed mortgage assistance request will qualify for a loan modification or any other loss mitigation option.

If you do qualify for a loan modification or any other loss mitigation option(s), we will send you an offer letter with additional details of the option(s) for which you qualify. In order to accept a loss mitigation option, you must follow ALL instructions included in the offer letter. You will have a minimum of 14 days to accept a loss mitigation option.

Please be advised that we might not be able to suspend the foreclosure sale if a court with jurisdiction over the foreclosure proceeding (if any), or the bankruptcy court in a bankruptcy case, or the public official charged with carrying out the activities or event, fails or refuses to halt the sale after we make reasonable efforts to move the court or request the public official to cease the sale.

**Please do not ignore any foreclosure notices:**

You may receive foreclosure/eviction notices, delivered by mail or in person, or you may see steps taken to proceed with a foreclosure sale of your home. To protect your rights under applicable foreclosure law, you may need to respond to these foreclosure notices or take other actions. If you have any questions, please call our Customer Care Center at (800) 746-2936. We are available Monday through Friday 8:00 am to 9:00 pm, Saturday 8:00 am to 5:00 pm, and Sunday 9:00 am to 9:00 pm ET. If you do not understand the legal consequences of a foreclosure, you are also encouraged to contact a lawyer or housing counselor for assistance. Please contact us if you have questions regarding the sale date and to make sure that we receive all the required documents in a timely manner.



Ocwen Loan Servicing, LLC

WWW.OCWEN.COM

Helping Homeowners is What We Do!™

We are here to help you!

Call toll-free (800) 746-2936

Mon - Fri 8:00am - 9:00pm, Sat 8:00am - 5:00pm

Sun 9:00am - 9:00pm ET

03/14/2017

Loan Number: [REDACTED] 9998

Alberto Rodriguez
1232 Wissmann Dr
Ballwin, MO 63011-4363

Property Address: 1232 Wissmann Dr
Ballwin, MO 63011

WE RECEIVED YOUR REQUEST FOR MORTGAGE ASSISTANCE – THANK YOU

Dear Customer(s),



Why We Are Contacting You

Thank you for submitting your Request for Mortgage Assistance (RMA). By this letter we are **acknowledging receipt of your application**.



What You Need To Do

In addition to this letter we may be **sending you an additional letter within 5 days** to outline supplemental documents and/or steps that may be required in order for you to complete your request for modification assistance.

We ask you to **please adhere to any due dates or timeframes that are listed in this letter** and to contact Ocwen at 800.746.2936 if you have any questions on this list or regarding any other letter you have received.



What We Will Do

We are processing your request as quickly as possible. To better serve you, we have also included answers to the most frequently asked questions about our review process in the following pages.

We may obtain an appraisal or other written valuation in order to determine the property's value. We will promptly provide you with a copy of any such valuation, even if you are not approved for any loss mitigation options.

Wilder Gomez has been assigned as your relationship manager and will be your designated representative for resolution inquiries and submission of documents.

If you have any questions, please contact us at 800.746.2936. We are available Monday through Friday 8 am to 9 pm, Saturday 8 am to 5 pm, and Sunday 9 am to 9 pm ET.

Sincerely,
Loan Servicing

NMLS # 1852

FHNHACKM

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is purely provided to you for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.



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WWW.OCWEN.COM

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Call toll-free (800) 746-2936

Mon - Fri 8:00am - 9:00pm, Sat 8:00am - 5:00pm

Sun 9:00am - 9:00pm ET

FREQUENTLY ASKED QUESTIONS

What happens after I submit my financial package?

We will evaluate the request received within 5 business days to determine if the application is complete. Pursuant to state or federal law, you will be notified of this decision and the list of any additional documents required making the application complete, if any. Any additional documents required should be returned by the date specified in the notice. Once the package or your request has been certified as complete, your application moves to underwriting, where we determine your eligibility. It can take approximately 30 days for us to complete our review.

If we determine that you do not qualify for a modification, we will attempt to qualify you for other mortgage assistance options automatically. If you qualify for mortgage assistance, we will send you an offer letter with additional details of the program for which you qualify. In order to accept the offer received on your loan, you must follow ALL given instructions on or before the date mentioned in the letter.

If you do not qualify for mortgage assistance, you will be sent a Non-Approval Notice. The application evaluation and the foreclosure process may proceed at the same time. You may receive foreclosure/eviction notices - delivered by mail or in person - or you may see steps taken to proceed with a foreclosure sale of your home. While you will not lose your home during the evaluation process, to protect your rights under applicable foreclosure law, you may need to respond to these foreclosure notices or take other actions. If you have any questions about the foreclosure process and the evaluation of your request, please contact us at 800.746.2936. If you do not understand the legal consequences of the foreclosure, you are also encouraged to contact a lawyer or housing counselor for assistance.

How can I get an update on the application process? Will it help to speak with a representative?

It is not necessary to call us to obtain an update as your request will be processed in the order in which it is received. The most important thing you can do is ensure your financial package is complete when submitting your request.

FOR ADDITIONAL ASSISTANCE

When you are experiencing a financial hardship, housing counseling may be a way to help you manage your finances. We urge you to contact HUD-approved agencies to obtain assistance in keeping your home. This assistance is available at no charge.

HUD Approved Housing Counseling
Homeowner's HOPE Hotline Number
Fannie Mae Assistance Program

1-800-569-4287
1-888-995-4673

www.HUD.gov
www.hopenow.com
www.knowyouroptions.com

Questions

If you have any questions, please contact us at 800.746.2936. We are available Monday through Friday 8 am to 9 pm, Saturday 8 am to 5 pm, and Sunday 9 am to 9 pm ET.

NMLS # 1852

FHNHACKM

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Ocwen Loan Servicing, LLC

WWW.OCWEN.COM

Helping Homeowners is What We Do!™

We are here to help you!

Call toll-free (800) 746-2936

Mon - Fri 8:00am - 9:00pm, Sat 8:00am - 5:00pm

Sun 9:00am - 9:00pm ET

Research Department

If you would like to submit a qualified written request, a notice of error, or a request for information you must use the following address:

Ocwen Loan Servicing, LLC
Attention: Research Department
P.O. Box 24736
West Palm Beach, FL 33416-4736

Notice Regarding Bankruptcy: Please be advised that if you are part of an active Bankruptcy case or if you have received an Order of Discharge from a Bankruptcy Court, this letter is in no way an attempt to collect either a pre-petition, post-petition or discharged debt. If your bankruptcy case is still active, no action will be taken in willful violation of the Automatic Stay. If you have received an Order of Discharge in a Chapter 7 case, any action taken by us is for the sole purpose of protecting our lien interest in the underlying mortgaged property and is not an attempt to recover any amounts from you personally. Finally, if you are in an active Chapter 11, 12 or 13 bankruptcy case and an Order for Relief from the Automatic Stay has not been issued, you should continue to make payments in accordance with your plan.

NMLS # 1852

FHNHACKM

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is purely provided to you for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.



8/21/2015

Loan Number: [REDACTED] 9998

Alberto Rodriguez

1232 Wissmann Dr
Ballwin, MO 63011-4363**Property Address:**1232 Wissmann Dr
Ballwin, MO 63011-4363**IMPORTANT NOTICE REGARDING YOUR RECENT REQUEST FOR MORTGAGE ASSISTANCE
PLEASE READ CAREFULLY**

Dear Customer(s),

We acknowledge receipt of your verbal request for mortgage assistance. Thank you for submitting this request.

At this time, we are not able to complete the evaluation of your request because you have not submitted all the required documents. Currently, the following documents are missing from your mortgage assistance request:

- A complete and executed copy of the enclosed Request for Mortgage Assistance (RMA) application, including all the required supporting documents (as specified in the RMA).

DOCUMENT DUE DATE**You should submit all the document(s) listed in this letter by 11/18/2015.***

Please send copies and keep the originals for your records.

*It is very important that you submit the required document(s) to us as quickly as possible in order for us to evaluate you for all available loss mitigation options. Although we may evaluate complete applications submitted after the document due date, delays in submitting all required documents can result in the loss of important protections available to you under applicable laws, and may impact your eligibility for certain loss mitigation options. In addition, while your application remains incomplete we may continue to pursue any and all remedies available to us under the law, including initiating and/or advancing the foreclosure sale process on your property.

If you have any other mortgage loan(s) that is/are secured by the same property, we encourage you to contact the servicer(s) of those loan(s) to discuss available loss mitigation options.

[REDACTED] 9998

DAY3VERBAL_v3.1

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is purely provided to you for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.



We are here to help you! WILDER GOMEZ has been assigned as your relationship manager and will be your designated representative for resolution inquiries and submission of documents.

If you have any questions about this letter, please call your Relationship Manager WILDER GOMEZ toll-free at (800) 746-2936. We are available Monday through Friday 8:00 am to 9:00 pm, Saturday 8:00 am to 5:00 pm and Sunday 9:00 am to 9:00 pm ET.

Send copies of the documents by Fax, Email or Mail:

Fax or Email for fastest processing	Or	Regular Mail
Fax: (407) 737-6352 Email: mod@ocwen.com		Ocwen Loan Servicing, LLC Attn: Home Retention Dept. 1661 Worthington Road, Ste. 100 West Palm Beach, Florida 33409

Note regarding foreclosure:

If your loan has not yet been referred to foreclosure, please be advised that we may refer your loan to foreclosure if you miss four or more payments and possibly sooner under certain circumstances, notwithstanding the document due date.

If your loan is currently in foreclosure, we may schedule and conduct a foreclosure sale in accordance with applicable laws, notwithstanding the document due date.

If we receive all required documents no later than midnight of the 7th (seventh) business day prior to your scheduled foreclosure sale date, we will take actions to suspend the foreclosure sale to evaluate your request for available loss mitigation options, as long as suspension of foreclosure is permitted by state regulations, and approved by your loan's investor.

Please be advised that we might not be able to suspend the foreclosure sale if a court with jurisdiction over the foreclosure proceeding (if any) or the bankruptcy court in a bankruptcy case, or the public official charged with carrying out the activities or event, fails or refuses to halt the sale after we make reasonable efforts to move the court or request the public official to cease the sale.

It is your responsibility to know when your foreclosure sale date is scheduled and to make sure that we receive all the required documents in a timely manner.

Please do not ignore any foreclosure notices:

Please do not ignore any foreclosure notices. If you are currently in foreclosure, our evaluation and the foreclosure process may proceed at the same time. You may receive foreclosure/eviction notices, delivered by mail or in person, or you may see steps taken to proceed with a foreclosure sale of your home. To protect your rights under applicable foreclosure law, you may need to respond to these foreclosure notices or take other actions. If you have any questions, please call our Customer Care Center at (800) 746-2936. We are available Monday through Friday 8:00 am to 9:00 pm, Saturday 8:00 am to 5:00 pm and Sunday 9:00 am to 9:00 pm ET. If you do not understand the legal consequences of a foreclosure, you are also encouraged to contact a lawyer or housing counselor for assistance.

**Requirements for a complete request for mortgage assistance:**

We cannot process your request for mortgage assistance until we receive all required documents. The following documents need to be submitted and accepted by us:

1. Completed Request for Mortgage Assistance Form
2. Completed and signed IRS Form 4506-T or 4506T-EZ
3. Dodd-Frank Certification, if requested by us
4. Supporting income documentation for each declared income source
5. Any other documentation requested during our review of your loan based on investor or program guidelines

Once you have submitted all the documents required for our evaluation, we will review your loan for eligibility for a loan modification, and other available loss mitigation options. Generally, our review process takes 30 days or less.

Not all borrowers will qualify for a loan modification or a loss mitigation option:

We have not yet determined if you are eligible for a loan modification or any other loss mitigation option. You need to submit all required documents in order for us to be able to proceed with our evaluation of your eligibility. We are not obligated to offer assistance based solely on the representations and information included in your request for assistance. We reserve the right to verify the information that you submitted, and to request additional information and/or documents to evaluate your eligibility. In our evaluation process, we will follow all the modification and other loss mitigation program guidelines to the extent permitted under our contractual obligations with the investors who own your loan. Not all borrowers who submit a completed mortgage assistance request will qualify for a loan modification or any other loss mitigation option.

If you do qualify for a loan modification or any other loss mitigation option, we will send you an offer letter with additional details of the program(s) for which you qualify. In order to accept an offer, you must follow ALL given instructions included in the offer letter. You will have a minimum of 14 days to accept an offer.

Important information for borrowers who were previously denied a loan modification or did not complete a previous Trial Period Plan:

If you were previously evaluated for a loan modification and you were determined to be ineligible, or if you were offered a Trial Period Plan and you did not successfully complete it, then you may not be eligible for additional modification options unless your financial circumstances have materially changed. Please also be aware that you may no longer be eligible for certain protections from foreclosure actions. If you have any questions, please call your Relationship Manager WILDER GOMEZ at (800) 746-2936. We are available Monday through Friday 8:00 am to 9:00 pm, Saturday 8:00 am to 5:00 pm and Sunday 9:00 am to 9:00 pm ET.



HELP IS AVAILABLE

We are here to help! WILDER GOMEZ has been assigned as your relationship manager and will be your designated representative for resolution inquiries and submission of documents.

If you have any questions, please call your Relationship Manager WILDER GOMEZ toll-free at (800) 746-2936. We are available Monday through Friday 8:00 am to 9:00 pm, Saturday 8:00 am to 5:00 pm or Sunday 9:00 am to 9:00 pm ET.

If you would like to submit a qualified written request, a notice of error or a request for information, you must use the following address:

Ocwen Research Department
P.O. Box 24736
West Palm Beach, FL 33416-4736

FOR ADDITIONAL ASSISTANCE

When you are experiencing a financial hardship, housing counseling may be a way to help you manage your finances. We urge you to contact HUD approved agencies to obtain assistance in keeping your home. Help is free! This assistance is available at no charge to you. For specific guidance on this notice or information related to the Home Affordable Modification Program (HAMP), ask the counselor for MHA HELP.

HUD Approved Housing Counseling
Homeowner's HOPE Hotline Number
Making Home Affordable Program
Fannie Mae Assistance Program

(800) 569-4287
(888) 995-4673

www.HUD.gov
www.hopenow.com
www.makinghomeaffordable.gov
www.knowyouroptions.com

9998

DAY3VERBAL_v3.1

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is purely provided to you for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.



ADDITIONAL LEGAL DISCLOSURES

Notice Regarding Bankruptcy:

Please be advised that if you are part of an active Bankruptcy case or if you have received an Order of Discharge from a Bankruptcy Court, this letter is in no way an attempt to collect either a pre-petition, post-petition or discharged debt. If your bankruptcy case is still active, no action will be taken in willful violation of the Automatic Stay. If you have received an Order of Discharge in a Chapter 7 case, any action taken by us is for the sole purpose of protecting our lien interest in the underlying mortgaged property and is not an attempt to recover any amounts from you personally. Finally, if you are in an active Chapter 11, 12 or 13 bankruptcy cases and an Order for Relief from the Automatic Stay has not been issued, you should continue to make payments in accordance with your plan.

Notice:

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national original, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

Tax Consequences of Loss Mitigations Options:

Your acceptance of a Loan Modification, Short Sale, or Deed-in-Lieu of Foreclosure may result in federal, state, or local tax consequences to you and/or affect your eligibility for any public assistance benefits. We cannot advise you on these impacts and encourage you to contact a tax professional to discuss any questions you may have.

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is purely provided to you for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.

**REQUEST FOR MORTGAGE ASSISTANCE (RMA) / HARDSHIP AFFIDAVIT**

Dear Borrower,

If you are facing financial difficulties, you are not alone. We are here to help you.

No matter what your situation, you may have options. We offer multiple solutions to help you through difficult times, including, but not limited to, the Home Affordable Modification Program (HAMP) and Home Affordable Foreclosure Alternative Program (HAFA). We also offer our own modification options and foreclosure alternatives. Please note, the options available to you may vary due to the requirements of the owner of your loan.

The table below outlines the variety of solutions available. We encourage you to complete and return the enclosed Request for Mortgage Assistance (RMA) / Hardship Affidavit application.

The sooner you apply, the sooner we can help.

Solutions for Keeping the Property

Solution	How it Works	May Apply to You IF...	What To Do
Lump Sum Reinstatement	Make a lump sum payment for past due payments and fees.	You can afford your payment now, and you have funds to catch up on past due payments.	Call us toll-free 1-800-746-2936 NO application necessary
Short-term Repayment Plan (Forbearance Plan)	Repay what you owe over time by adding extra funds to your regular monthly payment.	You can afford your payment now, and you can add extra money to cover past due payments. You just need a few months to catch up.	
Modification	Make your payment more affordable by changing the terms of your loan permanently.	You can't afford your current payment, may be "upside down" on your home's value, and have a source of income.	Complete and return this application
Temporary Forbearance / Unemployment Plan	Temporarily make a lower monthly payment for a specific time period.	You are temporarily unemployed, have unemployment benefits and/or other income, but you need help while you are between jobs.	

Solutions for Giving Back or Selling the Property and avoiding the stress of foreclosure

Solution	How it Works	May Apply to You IF...	What To Do
Deed-in-Lieu of Foreclosure	Transfer ownership and the property deed to us, and cancel your debt. In many cases we can also provide you cash to assist with relocation.	(i) You can't afford your home. (ii) Modification options don't apply to you or do not match your needs. (iii) You would like a quicker way to get out of the property without the hassle of a short sale.	Complete and return this application
Short Sale	Find a buyer and sell your home to settle the debt with Ocwen. If you qualify relocation assistance may be available.	You can't afford your monthly mortgage payments and your home is worth less than the amount you owe.	



8/21/2015

Loan Number: [REDACTED] 9998

Important Application Information

To avoid delays, please make sure **all** pages are complete, accurate, and signed or initialed where indicated.

- ☐ Send all forms and documents at ONE time, and send ALL pages of requested documents.
- ☐ KEEP A COMPLETE COPY OF WHAT YOU SEND TO US.
- ☐ Be sure to INITIAL, SIGN and DATE forms as indicated.
- ☐ **The faster you apply, the faster we reply.**

Where to Send Your Application

Fax or Email - for fastest processing

or

Regular Mail

Fax: **407-737-6352**
Email: **rma@ocwen.com**

Ocwen Loan Servicing
Attn: Home Retention Department
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409

Questions? Call us toll-free at **(800) 746-2936**.

Monday-Friday 8:00 am to 9:00 pm ET, Saturday 8:00 am to 5:00 pm ET, & Sunday 9:00 am to 9:00 pm ET.

WILDER GOMEZ has been assigned as your relationship manager and will be your designated representative for resolution inquiries and submission of documents.

If Your Loan is in Foreclosure

- A Complete Application includes all required forms and ALL requested documentation.
- **NOTE TO BORROWERS WITH A FORECLOSURE SALE SCHEDULED IN THE NEXT 37 DAYS:**
If we receive your Complete Application for modification* at least 7 business days before a scheduled foreclosure sale date, we will not complete the foreclosure action until we review and decision your application.
***This ONLY applies if you wish to keep your property. Foreclosure sales scheduled in the next 37 days cannot be stopped if you wish to give back or sell your property.**
- You may be evaluated for loss mitigation option and have the property pursued for foreclosure at the same time. However, once we have determined that a complete package has been submitted, we will not refer your loan to foreclosure or proceed with a foreclosure sale, until we have completed an evaluation for all types of foreclosure alternatives. You may receive foreclosure/eviction notices—delivered by mail or in person—or you may see steps being taken to proceed with a foreclosure sale of your home. **IMPORTANT - To protect your rights under applicable foreclosure law, you may need to respond to these foreclosure notices or take other actions.**
- Upon acceptance of a modification Trial Payment Plan (TPP), and for the duration of the TPP, Ocwen will take those actions within its authority that are necessary to halt further activity and events in the foreclosure process, whether judicial or non-judicial, including but not limited to refraining from scheduling a foreclosure sale or causing a judgment to be entered. However, please be aware that there are certain circumstances which prevent Ocwen from being able to suspend further foreclosure activity.
- If you have any questions about the foreclosure process, call us toll-free at (800) 746-2936. We also encourage you to contact a lawyer or housing counselor for questions about the consequences of foreclosure.

After You Apply

Application reviews can take up to 30 days from the date the complete package is received. We will be sure to let you know when our review is complete.

For more information, please see the **Frequently Asked Questions** (Section 19) and information provided within this RMA.

Sincerely, Ocwen Loan Servicing, LLC



8/21/2015

Loan Number: [REDACTED] 9998

REQUEST FOR MORTGAGE ASSISTANCE (RMA) / HARDSHIP AFFIDAVIT

Application Checklist

ALL borrowers and applicants must complete or provide

Special Instructions

Forms that must be **signed**

SECTION	FORM NAME	REQUIREMENTS
1	<input type="checkbox"/> STATEMENT OF INTENTION	
2	<input type="checkbox"/> BORROWER INFORMATION FORM	
3	<input type="checkbox"/> PROPERTY INFORMATION FORM	
4	<input type="checkbox"/> OCCUPANCY AND RENTAL INFORMATION FORM - If rented, include Lease Agreement	
4A	<input type="checkbox"/> RENTAL PROPERTY CERTIFICATION	ONLY if property is rented or available to rent
5	<input type="checkbox"/> OTHER PROPERTIES OWNED	
6	<input type="checkbox"/> HOUSEHOLD ASSETS AND EXPENSES FORM	
7	<input type="checkbox"/> MONTHLY INCOME FORM	
8	<input type="checkbox"/> INCOME DOCUMENTATION REQUIRED - Include necessary documents	
9	<input type="checkbox"/> PROFIT AND LOSS FORM— see List of Documents required with application	ALL Self-Employed borrowers
10	<input type="checkbox"/> IRS FORM 4506T-EZ-(for each borrower)	
11	<input type="checkbox"/> HARDSHIP STATEMENT	
12	<input type="checkbox"/> DODD-FRANK CERTIFICATION FORM	
13	<input type="checkbox"/> NON BORROWER CONSENT FORM	ONLY if including income for non-borrowers
14	<input type="checkbox"/> CONSENT FOR RELEASE OF INFORMATION FORM	
15	<input type="checkbox"/> BORROWER ACKNOWLEDGEMENT AND AGREEMENT	
16	<input type="checkbox"/> INFORMATION FOR GOVERNMENT MONITORING PURPOSES (Optional)	

Please Note: Additional information about assistance options is available in sections 17-21, including FAQs and Homeowner's Hotline information

IMPORTANT NOTICE TO BORROWERS

Be advised that by signing this document you understand that any documents and information you submit to your servicer in connection with the Making Home Affordable Program are under penalty of perjury. Any misstatement of material fact made in the completion of these documents including but not limited to misstatement regarding your occupancy of your property, hardship circumstances, and/or income, expenses, or assets will subject you to potential criminal investigation and prosecution for the following crimes: perjury, false statements, mail fraud, and wire fraud. The information contained in these documents is subject to examination and verification. Any potential misrepresentation will be referred to the appropriate law enforcement authority for investigation and prosecution. By signing this document you certify, represent and agree that: "Under penalty of perjury, all documents and information I have provided to my Servicer in connection with the Making Home Affordable Program, including the documents and information regarding my eligibility for the program, are true and correct"

If you are aware of fraud, waste, abuse, mismanagement or misrepresentations affiliated with the Troubled Asset Relief Program, please contact the SIGTARP Hotline by calling 1-877-SIG-2009 (toll-free), 202-622-4559 (fax), or www.sig tarp.gov and provide them with your name, our name as your servicer, your property address, loan number and the reason for escalation. Mail can be sent to Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St NW, Washington, DC 20220



8/21/2015

Loan Number: [REDACTED] 9998

Making Home Affordable Program Request For Mortgage Assistance (RMA)



IMPORTANT. When you sign and date this form, you will make important certifications, representations and agreements, including certifying that all of the information in this RMA is accurate and truthful.

SECTION 1

STATEMENT OF INTENTION

I want to:



KEEP the property



GIVE BACK the property



SELL the property


 UNSURE/No Preference
(Review all my options)

SECTION 2

BORROWER INFORMATION FORM

Borrower(s) Name	Alberto Rodriguez		
Social Security Number	-	-	-
Home Phone Number	() -	() -	() -
Cell or Work Number	() -	() -	() -
Email Address			
Property Address: 1232 Wissmann Dr Ballwin MO 63011-4363			
Mailing Address: If same as Property Address, check here. <input type="checkbox"/>			
Contact Information What is the best number to reach you? () - What is the best time to reach you? am/pm Time Zone		<input type="checkbox"/> Check here if your primary language is Spanish. If checked, we will do our best to assign a Spanish-speaking Relationship Manager <i>Marque aquí, si su lengua principal es el Español. Esta información será utilizada para tratar de asignar un Gerente de Relaciones que hable Español cuando esté disponible, después de que su documentación haya sido recibida. Si necesita ayuda para completar esta documentación, por favor llámenos al telefono listado en su estado de cuenta mensual.</i>	
Military Service Is any borrower an active duty or recently discharged service member? <input type="checkbox"/> Yes <input type="checkbox"/> No Has any borrower been deployed away from his/her residence or recently received a Permanent Change of Station order? <input type="checkbox"/> Yes <input type="checkbox"/> No Is any borrower the surviving spouse of a deceased service member who was on active duty at the time of death? <input type="checkbox"/> Yes <input type="checkbox"/> No		Other Properties How many single family properties, other than your principal residence, do you And/or any co-borrower(s) own individually, jointly, or with others? (total count) _____ Has the mortgage on your primary residence ever had a Home Affordable Modification Program (HAMP) trial period plan or permanent modification? <input type="checkbox"/> Yes <input type="checkbox"/> No Has the mortgage on any other property that you or any co-borrowers own had a permanent Home Affordable Modification Program (HAMP) modification? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, indicate how many? _____ Are you or any co-borrower currently in or being considered for a Home Affordable Modification Program (HAMP) trial period plan - on any property other than your primary residence? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Bankruptcy Is any borrower in active bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: What chapter? <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 13 Filing Date: _____ Bankruptcy case #: _____ Has your bankruptcy been discharged? <input type="checkbox"/> Yes <input type="checkbox"/> No			



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SECTION 3**PROPERTY INFORMATION FORM**

Property Residence Status		HOA / Condo Fees	
I consider the property my principal / primary residence.	<input type="checkbox"/> Yes (Skip 4) <input type="checkbox"/> No	The property has condominium or homeowners association (HOA) fees	<input type="checkbox"/> Yes <input type="checkbox"/> No
I currently occupy / live at the property	<input type="checkbox"/> Yes (Skip 3A) <input type="checkbox"/> No	If yes, what is the total monthly amount of your HOA fees (round to the nearest dollar)?	\$ _____ .00
Do you have any <u>other liens on this property?</u>	<input type="checkbox"/> Yes (add details below) <input type="checkbox"/> No	Who are fees paid to?	
		Name	_____
		Street Address	_____
		City	State _____ Zip _____

Other lien details:	Other Lien	Other Lien	Other Lien
Other Lien Holder's Name/Service			
Balance and Interest Rate			
Loan Number			
Other Lien Holder's Phone Number			

SECTION 3A

If you do NOT occupy the property, please provide details about where you currently live:

- What is the total monthly rent or mortgage payment where you currently live (round to the nearest dollar)? \$ _____ .00
- Have you been temporarily displaced (military, job transfer, etc.)? ☐ Yes ☐ No (Complete Section 4)
 - Please describe why you are displaced _____
 - Do you intend to stay where you currently live after your displacement ends? ☐ Yes ☐ No (Complete Section 4)

SECTION 4**OCCUPANCY AND RENTAL INFORMATION FORM**

If property is NOT your principal residence

Complete ONLY if your application is for property which is NOT your principal residence

Is this property used as a second home or seasonal home?	<input type="checkbox"/> Yes (Skip Sections 4 and 4A) <input type="checkbox"/> No
Is the property occupied?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Property is Occupied (check one)	If Property is Not Occupied (check one)
<input type="checkbox"/> Rent-paying tenant (also complete Section 4A) IMPORTANT - Be sure to include a copy of the lease! Lease start date (MM/YY) _____ Monthly Rent \$ _____ .00	<input type="checkbox"/> Vacant but available for rent (also complete Section 4A on next page) Describe efforts to rent property _____
<input type="checkbox"/> Occupied rent-free by a legal dependent, parent, or guardian	<input type="checkbox"/> No intent to rent
<input type="checkbox"/> Occupied rent-free by someone else	<input type="checkbox"/> Condemned
	<input type="checkbox"/> Other (describe): _____

SECTION 4A**Rental Property Certification**

ONLY If property is rented or available to rent

By initialing below, I am requesting a mortgage modification under MHA with respect to the rental property described in this Section 3 and I hereby certify under penalty of perjury that each of the following statements is true and correct with respect to that property.

- I intend to rent the property to a tenant or tenants for at least five years following the effective date of my mortgage modification. I understand that the servicer, the U.S. Department of the Treasury, or their respective agents may ask me to provide evidence of my intention to rent the property during such time. I further understand that such evidence must show that I used reasonable efforts to rent the property to a tenant or tenants on a year-round basis, if the property is or becomes vacant during such five-year period. *Note: The term "reasonable efforts" includes, without limitation, advertising the property for rent in local newspapers, websites or other commonly used forms of written or electronic media, and/or engaging a real estate or other professional to assist in renting the property, in either case, at or below market rent.*
This certification is effective on the earlier of the date listed below or the date the RMA is received by your servicer.
- The property is not my secondary residence and I do not intend to use the property as a secondary residence for at least five years following the effective date of my mortgage modification. I understand that if I do use the property as a secondary residence during such five-year period, my use of the property may be considered to be inconsistent with the certifications I have made herein. *Note: The term "secondary residence" includes, without limitation, a second home, vacation home or other type of residence that I personally use or occupy on a part-time, seasonal or other basis.*
- I do not own more than five (5) single-family homes (i.e., one-to-four unit properties) (exclusive of my principal residence). **Notwithstanding the foregoing certifications, I may at any time sell the property, occupy it as my principal residence, or permit my legal dependent, parent or grandparent to occupy it as their principal residence with no rent charged or collected, none of which will be considered to be inconsistent with the certifications made herein.**

INITIAL HERE

Alberto Rodriguez

Date (MM|DD|YY)



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SECTION 5**OTHER PROPERTIES OWNED**

You must provide information about ALL properties that you or the co-borrower own, other than your principal residence.

If any borrowers own other properties

	Property #1	Property #2	Property #3
Property Address			
Current Property Value	\$	\$	\$
Mortgage Servicer Name			
Mortgage Balance	\$	\$	\$
Mortgage Loan Number			
2 nd Mortgage - Servicer Name			
2 nd Mortgage Balance	\$	\$	\$
2 nd Mortgage - Loan Number			
Property is:	<input type="checkbox"/> Owner Occupied <input type="checkbox"/> Renter Occupied <input type="checkbox"/> Vacant	<input type="checkbox"/> Owner Occupied <input type="checkbox"/> Renter Occupied <input type="checkbox"/> Vacant	<input type="checkbox"/> Owner Occupied <input type="checkbox"/> Renter Occupied <input type="checkbox"/> Vacant
If rented - Gross Monthly Rent	\$	\$	\$
Total Monthly Mortgage Payment if applicable, include monthly principal interest, real property taxes and insurance premiums	\$	\$	\$

NOTE - Please attach a separate sheet with details for any additional properties**SECTION 6****HOUSEHOLD ASSETS AND EXPENSES FORM**

Combined Assets Round all figures to the nearest dollar		Monthly Expenses Round all figures to the nearest dollar	
Total \$ in Checking Account(s)	\$	Credit Cards/Installment Debt (Total Minimum Payment)	\$
Total \$ in Savings Account(s)	\$	Child support/ Alimony / Dependent Care	\$
Money Market Value/Amount	\$	Car Payments	\$
Stocks Value	\$	Mortgage payments on other Properties	\$
Bonds Value	\$	Bank / Finance Loan Payments	\$
CD's Value/Amount	\$	Student Loan Payments	\$
Estimated Value of Real Estate Owned	\$	Food / Household supplies	\$
Other Cash On Hand	\$	Utilities / Water/ Sewer/ Phone(s)	\$
Other	\$	Auto Expenses (Gas, Maintenance, Insurance, etc.)	\$
		Other (For example, Medical Expenses, Out of Pocket Insurance Premiums, etc.)	\$
Assets TOTAL	\$ _____ .00	Expenses TOTAL	\$ _____ .00



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SECTION 7		MONTHLY INCOME FORM	
Round all figures to the nearest dollar			
ALL figures should represent the total amount received per month for that income category			
		Alberto Rodriguez	
BASE PAY / SALARY (Monthly Gross Amount before deductions)	\$	\$	\$
Hire Date	MM DD YY	MM DD YY	MM DD YY
How often are you paid?	<input type="checkbox"/> Weekly <input type="checkbox"/> Every 2 weeks	<input type="checkbox"/> Monthly <input type="checkbox"/> Twice a month	<input type="checkbox"/> Weekly <input type="checkbox"/> Every 2 weeks
Do you have more than one employer?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
OVERTIME PAY (Average per month)	\$	\$	\$
BONUS (Average per month)	\$	\$	\$
TIPS (Average per month)	\$	\$	\$
COMMISSIONS (Average per month)	\$	\$	\$
SELF-EMPLOYMENT INCOME (Average net per month)	\$	\$	\$
UNEMPLOYMENT BENEFITS	\$	\$	\$
PUBLIC ASSISTANCE / FOOD STAMPS	\$	\$	\$
SOCIAL SECURITY RETIREMENT BENEFITS	\$	\$	\$
SOCIAL SECURITY SURVIVOR BENEFITS	\$	\$	\$
DISABILITY BENEFITS: (check one) <input type="checkbox"/> Less than 1 Year <input type="checkbox"/> 1 Year or Greater	\$	\$	\$
SUPPLEMENTAL SECURITY INCOME (SSI)	\$	\$	\$
PENSIONS, ANNUITIES, OR RETIREMENT PLANS	\$	\$	\$
WORKERS' COMPENSATION	\$	\$	\$
ALIMONY *	\$	\$	\$
CHILD SUPPORT*	\$	\$	\$
MONTHLY GROSS RENTAL INCOME FROM ALL PROPERTIES	\$	\$	\$
OTHER INCOME - EXAMPLES: INVESTMENT, INTEREST, DIVIDENDS, ROYALTY, ETC.	\$	\$	\$
TOTAL (GROSS INCOME)	\$.00	\$.00	\$.00

*You are NOT required to disclose alimony, child support or separate maintenance income.



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SECTION 8**INCOME DOCUMENTATION REQUIRED**ANY and ALL borrowers must report and provide evidence
of ALL income sources**IMPORTANT** – Avoid processing delays by providing COMPLETE documentation as described below.
Include ALL pages of any statements.

Income Record Type	What EACH borrower should provide
<input type="checkbox"/> PROFIT AND LOSS STATEMENT <i>If Self-Employed only</i>	<ol style="list-style-type: none"> 1. Either the last three monthly profit and loss statements OR one for the most recent quarter OR complete Section 9. 2. Include only BUSINESS related gross/net income and itemized expenses. 3. Copy of the most recently filed tax return including ALL schedules and K-1, if applicable.* 4. Copy of two most recent consecutive business bank statements dated within 90 days
<input type="checkbox"/> BASE PAY – SALARY/HOURLY WAGE INCOME	Two most recent paystubs dated within 90 days. At least one must show at least 30 days of Year-to-Date income.
<input type="checkbox"/> OVERTIME PAY, BONUS, TIPS, COMMISSIONS, HOUSING ALLOWANCE	If not clearly evident on your pay stub, provide documentation from the employer that describes the income amount, frequency, and duration.
<input type="checkbox"/> UNEMPLOYMENT BENEFITS	<p>Documentation showing the amount, frequency, and duration of benefits that have begun or will begin in 60 days</p> <ul style="list-style-type: none"> ▪ Examples include letters, exhibits or benefits statement from the provider ▪ If unemployment benefits ended within the last 6 months, provide the latest unemployment statement.
<input type="checkbox"/> PUBLIC ASSISTANCE& FOOD STAMPS; SOCIAL SECURITY RETIREMENT, SURVIVORS, OR DISABILITY BENEFITS; SUPPLEMENTAL SECURITY INCOME; WORKERS' COMPENSATION; PENSIONS, ANNUITIES, OR RETIREMENT PLANS; AND/OR ADOPTION ASSISTANCE	<p>Documentation showing the amount and frequency of benefits</p> <ul style="list-style-type: none"> ▪ Examples include letters, exhibits, disability policy or benefits statement(s) from provider AND proof of payment receipt (such as two most recent bank statements or two deposit advices) ▪ For Public Assistance, include the award letter indicating the amount and frequency.
<input type="checkbox"/> ALIMONY, CHILD SUPPORT, OR SEPARATION MAINTENANCE PAYMENTS	<ol style="list-style-type: none"> 1. Copy of divorce decree, separation agreement, or other written legal agreement filed with the court documents must show the amount of payments AND the period of time that you are entitled to payment(s) AND 2. Copies of two most recent bank statements, deposit advices showing receipt of payment, cancelled checks, or court documentation demonstrating the payment history. All documentation must be dated within 90 days. <p>NOTE –Alimony, child support or separate maintenance income <u>need not be disclosed</u> if you do not choose to have it considered for repaying your mortgage debt.</p>
<input type="checkbox"/> (MONTHLY GROSS) INCOME FROM RENTAL PROPERTIES	<p>Most Recent Federal Tax Return with all schedules, including Schedule E*</p> <p>NOTE –If rental income is not reported on Tax Schedule E, include a copy of the current Lease Agreement (ALL pages) AND two bank statements showing deposit of rent checks.</p>
<input type="checkbox"/> OTHER INCOME – INVESTMENT, INTEREST, DIVIDENDS, ROYALTY, ETC.	<p>Proof of payment receipt (such as two most recent bank statements or deposit advices). Must include source, amount, and frequency.)</p>



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SECTION 9

PROFIT AND LOSS FORM (P&L)

A separate form is required for EACH self-employed borrower and EACH business

For Borrowers With
Self-Employment
Income ONLY

- A separate P&L is required for each business where the borrower has at least 25% ownership. This form is only a guide; borrowers can submit their own P&L so long as it contains the required information.
- You must also provide a copy of your most recently-filed federal tax return, including ALL schedules and K-1, if applicable.

Statement Year (YYYY): _____ Start date (MM | YY): _____ End Date (MM | YY): _____
Must cover a minimum of 3 calendar months or the most recent calendar quarter.

Business Name: _____

Business Address: Street: _____

City: _____ State: _____ Zip: _____

Other Owner(s): _____ Partnership Share: _____ %

Gross Receipts / Business Income (round all figures to the nearest dollar)

Items	Description (optional)	Amount
		\$
		\$
		\$
		\$
		\$
		\$
Total Income		\$ _____ .00

Expenses (round all figures to the nearest dollar)

Do NOT include any depreciation as an expense or any personal (non-business) expenses

Do NOT include any wages paid to owners

1. Advertising	\$	12. Rent or lease:	
2. Car and truck expenses	\$	A. Vehicles, machinery, and equipment	\$
3. Commissions and fees	\$	B. Other business property	\$
4. Contract labor	\$	13. Repairs and maintenance	\$
5. Depletion/Depreciation	\$	14. Supplies	\$
6. Employee benefit programs	\$	15. Taxes and licenses	\$
7. Insurance (other than health)	\$	16. Travel, meals, and entertainment:	
8. Interest:		A. Travel	\$
A. Mortgage	\$	B. Deductible meals and entertainment	\$
B. Other	\$	17. Utilities	\$
9. Legal and professional services	\$	18. Wages (less employment credits)	\$
10. Office expenses	\$	19. Other expenses	\$
11. Pension and profit-sharing plans	\$	Total Expenses	\$ _____ .00

Net Profit (Total Income minus Total Expenses) \$ _____ .00

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SECTION 10

IRS FORM 4506T-EZ

Form 4506T-EZ (Rev. January 2012) Department of the Treasury Internal Revenue Service	Short Form Request for Individual Tax Return Transcript ▶ Request may not be processed if the form is incomplete or illegible.	OMB No. 1545-2154
Tip. Use Form 4506T-EZ to order a 1040 series tax return transcript free of charge, or you can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Order a Transcript" or call 1-800-908-9945.		
1a Name shown on tax return. If a joint return, enter the name shown first.	1b First social security number or individual taxpayer identification number on tax return	
2a If a joint return, enter spouse's name shown on tax return.	2b Second social security number or individual taxpayer identification number if joint tax return	
3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions)		
4 Previous address shown on the last return filed if different from line 3 (see instructions)		
5 If the transcript is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. The IRS has no control over what the third party does with the tax information.		
Third party name <u>Owen Loan Servicing, LLC</u> Address (including apt., room, or suite no.), city, state, and ZIP code <u>ATTN: Home Retention Department, 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409</u>		Telephone number
6 Year(s) requested. Enter the year(s) of the return transcript you are requesting (for example, "2008"). Most requests will be processed within 10 business days.		
<div style="display: flex; justify-content: space-around;"> 2012 2013 2014 </div>		
<input type="checkbox"/> Check this box if you have notified the IRS or the IRS has notified you that one of the years for which you are requesting a transcript involved identity theft on your federal tax return.		
Note. If the IRS is unable to locate a return that matches the taxpayer identity information provided above, or if IRS records indicate that the return has not been filed, the IRS may notify you or the third party that it was unable to locate a return, or that a return was not filed, whichever is applicable.		
Caution. Do not sign this form unless all applicable lines have been completed.		
Signature of taxpayer(s). I declare that I am the taxpayer whose name is shown on either line 1a or 2a. If the request applies to a joint return, either husband or wife must sign. Note. For transcripts being sent to a third party, this form must be received within 120 days of the signature date.		
Signature (see instructions)		Date
Spouse's signature		Date
Phone number of taxpayer on line 1a or 2a		



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SECTION 11**HARDSHIP STATEMENT**

Date hardship began (MM|YY): ____|____

I/We believe my situation is ☐ Short-term (Under 6 months) ☐ Medium-term (6-12 months) ☐ Long-term or permanent Hardship (12 months+)Has the reason for your hardship reason been resolved? ☐ Yes ☐ No

I am/We are requesting review for mortgage assistance.

I am/We are having difficulty in making my monthly payments because of financial difficulties created by the following:

Reason for Hardship Check ALL that apply below and add description if needed	Documentation Needed Documents to include with your application
<input type="checkbox"/> My household income has declined	No hardship documentation required
<input type="checkbox"/> Reduction in hours with current employer <input type="checkbox"/> Current year <input type="checkbox"/> Prior Year	No hardship documentation required
<input type="checkbox"/> My expenses have increased	No hardship documentation required
<input type="checkbox"/> My cash reserves, including all liquid assets, are insufficient to maintain my current mortgage payment and cover basic living expenses at the same time.	No hardship documentation required
<input type="checkbox"/> My monthly debt payments are excessive and I am overextended with my creditors. Debt includes credit cards, home equity or other debt.	No hardship documentation required
<input type="checkbox"/> Death of primary or secondary wage earner	<input type="checkbox"/> Death Certificate (Required for any deceased borrower.); OR <input type="checkbox"/> Obituary or newspaper article reporting the death
<input type="checkbox"/> Divorce/separation	<input type="checkbox"/> Divorce Decree copy signed by the court; OR <input type="checkbox"/> Separation Agreement copy signed by the court; OR <input type="checkbox"/> Current credit report copy evidencing divorce, separation, or non-occupying borrower has a different address; OR <input type="checkbox"/> Recorded Quit Claim Deed copy evidencing that the non-occupying Borrower or Co-Borrower has relinquished all rights to the property
<input type="checkbox"/> Disability or serious injury of a borrower or family member	<input type="checkbox"/> Proof of monthly insurance benefits or government assistance (if applicable); OR <input type="checkbox"/> Written statement or other documentation verifying Disability; OR <input type="checkbox"/> Doctor's certificate of injury or Disability OR <input type="checkbox"/> Copies of Medical Bills
<input type="checkbox"/> Disaster (natural or man-made) adversely impacting my property or place of employment	<input type="checkbox"/> Insurance claim; OR <input type="checkbox"/> Federal Emergency Management Agency grant or Small Business Administration loan; OR <input type="checkbox"/> Borrower or employee property located in a Federally Declared Disaster Area
<input type="checkbox"/> Distant Employment Transfer/Relocation	<input type="checkbox"/> For active-duty Service members: Notice of Permanent Change of Station (PCS) or actual PCS orders. <input type="checkbox"/> For employment transfer/new employment: <input type="checkbox"/> signed offer letter copy or notice from employer showing transfer to a new employment location: OR <input type="checkbox"/> Paystub from new employer; OR <input type="checkbox"/> If none above apply, provide written explanation <input type="checkbox"/> In addition to the above, documentation showing the amount of any relocation assistance provided, if applicable (not required for those with PCS orders).



8/21/2015

Loan Number: [REDACTED] 9998

SECTION 11**HARDSHIP STATEMENT**☐ Business failure

- ☐ Federal Tax Return from the previous year (including all schedules) AND
- ☐ Proof of business failure supported by one of the following:
 - ☐ Bankruptcy filing for the business; OR
 - ☐ Two months recent Bank Statement for the business account evidencing cessation of business activity; OR
 - ☐ Most recent signed and dated quarterly or year-to-date Profit and Loss statement

☐ Medical expenses, surgeries, extended illness or disease

- ☐ Written statement or other documentation verifying illness; OR
 - ☐ Doctor's certificate of illness; OR
 - ☐ Copy of the Medical bills
- *None of the above shall require providing detailed medical information

☐ I am unemployed and receiving benefits☐ I am/was receiving unemployment benefits from

____/____/____ to ____/____/____

☐ Start Date (MM|DD|YY) End Date (MM|DD|YY)

No hardship documentation required

☐ I am unemployed and NOT receiving benefits

No hardship documentation required

☐ Other Hardship(s) – describe below:☐ Written explanation describing the details of the hardship and relevant documentation. Space provided below.**Hardship Explanation (continue on a separate sheet of paper if necessary)****SECTION 12****DODD-FRANK CERTIFICATION FORM (REQUIRED)**

The following information is requested by the federal government in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203) **You are required to furnish this information.** The law provides that no person shall be eligible to begin receiving assistance from the Making Home Affordable Program, authorized under the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5201 *et seq.*) or any other mortgage assistance program authorized or funded by that Act, if such person, in connection with a mortgage or real estate transaction, has been convicted, within the last 10 years, of any one of the following: (A) felony larceny, theft, fraud, or forgery, (B) money laundering or (C) tax evasion.

I/we certify under penalty of perjury that I/we have not been convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction:

(A) felony, larceny, theft, fraud, or forgery,

(B) money laundering or

(C) Tax evasion.

I/we understand that the servicer, the U.S. Department of the Treasury, or their respective agents may investigate the accuracy of my statements by performing routine background checks, including automated searches of federal, state and county databases, to confirm that I/we have not been convicted of such crimes. I/we also understand that knowingly submitting false information may violate Federal law.

This certification is effective on the earlier of the date listed below or the date this RMA is received by the servicer.



8/21/2015

Loan Number: [REDACTED] 9998

SECTION 13**NON-BORROWER CONSENT FORM**If non-borrower earnings are
used as income

Complete if including income from a non-borrower (person(s) not on loan)

IMPORTANT - Ocwen cannot consider non-borrower income UNLESS this authorization form is completed.A **non-borrower** is defined as someone who lives at the borrower's primary residence, but is not on the original mortgage loan/note (and may or may not be on the original security instrument), but whose income is used to support the mortgage payment or monthly expenses.

- Ocwen will review credit report(s) for any non-borrower whose income is included in the mortgage assistance application.
- This form authorizes Ocwen to pull a credit report and verify that the income from this non-borrower has not been used for a prior modification.

Note: Without these authorizations, non-borrower income cannot be considered, and may result in a delay in processing your application.**Non-Borrower 1****Non-Borrower 2**
 Print Name _____

 Social Security Number _____ Date of Birth (MM|DD|YY) _____

 Print Name _____

 Social Security Number _____ Date of Birth (MM|DD|YY) _____
Acknowledgements. This must be completed, but will only be used if being evaluated for the Government's Making Home Affordable Program.

- I understand that Ocwen will pull a current credit report on all non-borrowers whose income is submitted.
- I confirm that my income was not utilized in a prior modification.

**SIGN
HERE**

Non-Borrower 1 Signature _____

Date (MM|DD|YY) _____

**SIGN
HERE**

Non-Borrower 2 Signature _____

Date (MM|DD|YY) _____

SECTION 14**CONSENT FOR RELEASE OF INFORMATION FORM****Third-Party Authorization Form****Ocwen Loan Servicing, LLC**

[REDACTED] 9998

Mortgage Lender/Service Name ("Service")

Account/Loan Number

By signing below, Borrower and Co-Borrower (if any) (individually and collectively, "Borrower" or "I"), authorize the above Servicer, its partners or affiliates, and the third parties listed below (individually and collectively, "Third Party") to obtain, share, release, discuss, and otherwise provide to and with each other, public and non-public personal information contained in or related to the mortgage loan of the Borrower. This information may include (but is not limited to) the name, address, telephone number, social security number, credit score, credit report, income, government monitoring information, loss mitigation application status, account balances, program eligibility, and payment activity of the Borrower.

Counseling Agency _____

State HFA Entity _____

Other Third Party _____

Relationship to Borrower (s) _____

Agency Contact Name & Phone Number _____

State HFA Contact Name & Phone Number _____

Third Party Contact Name & Phone Number _____

Agency Email Address _____

State HFA Email Address _____

Third Party Email Address _____

☐ I/We do not wish to authorize any third parties to receive information about the mortgage

— Hardest Hit Fund Programs by Servicer or State HFA to the U.S. Department of the Treasury or their agents in connection with their responsibilities under the Emergency Economic Stabilization Act.

— Ocwen will take reasonable steps to verify the identity of a Third Party, but has no responsibility or liability to verify the identity of such Third Party. Ocwen also has no responsibility or liability for what a Third Party does with such information.

— This Third-Party Authorization is valid when signed by ALL borrowers and co-borrowers named on the mortgage. Authorization remains valid until Ocwen receives a written revocation signed by any borrower or co-borrower.

I UNDERSTAND AND AGREE WITH THE TERMS OF THIS THIRD-PARTY AUTHORIZATION.**SIGN
HERE**

Alberto Rodriguez _____

Date (MM|DD|YY) _____

**SIGN
HERE**

Date (MM|DD|YY) _____

**SIGN
HERE**

Date (MM|DD|YY) _____



8/21/2015

Loan Number: [REDACTED] 9998

SECTION 15**BORROWER ACKNOWLEDGEMENT AND AGREEMENT**

PAGE 1 OF 2

1. I certify that all of the information in this package is truthful and the hardship(s) identified above has contributed to submission of this request for mortgage relief.
2. I understand and acknowledge that the Servicer, the U.S. Department of the Treasury (if applying for a Making Homes Affordable (MHA) program*), the owner or guarantor of my mortgage loan, their respective agents, or an authorized third party** may investigate the accuracy of my statements, may request me to provide additional supporting documentation and that knowingly submitting false information may violate Federal and other applicable law.
3. I authorize and give permission to the Servicer, the U.S. Department of the Treasury (if applying for a MHA program*), their respective agents, or an authorized third party ** to assemble and use a current consumer report on all borrowers obligated on the loan, to investigate each borrower's eligibility for mortgage assistance and the accuracy of my statements and any documentation that I provide in connection with my request for assistance. I understand that these consumer reports may include, without limitation, a credit report, and be assembled and used at any point during the application process to assess each borrower's eligibility thereafter.
4. I understand that if I have intentionally defaulted on my existing mortgage, engaged in fraud or if it is determined that any of my statements or any information contained in the documentation that I provide are materially false and that I was ineligible for assistance under MHA or any other mortgage relief program, the Servicer, the U.S. Department of the Treasury (if applying for a MHA program*), or their respective agents may terminate my participation in MHA or any other mortgage relief program, including any right to future benefits and incentives that otherwise would have been available under the program, and also may seek other remedies available at law and in equity, such as recouping any benefits or incentives previously received and pursuing foreclosure.
5. I certify that any property for which I am requesting assistance is a habitable residential property that is not subject to a condemnation notice. I certify that unless I have previously notified the Servicer, and I am currently seeking an assumption of the mortgage, there has been no change in the ownership of the Property since the original mortgage documents for the property in which I am seeking relief were signed.
6. I certify that I am willing to provide all requested documents and to respond to all Servicer, their agents or authorized third party** communications in a timely manner. I understand that time is of the essence.
7. I understand that the Servicer will use the information I provide to evaluate my eligibility for available relief options and foreclosure alternatives, but the Servicer is not obligated to offer me assistance based solely on the representations in this document or other documentation submitted in connection with my request.
8. If applicable to the program for which my loan is under review, I am willing to commit to credit counseling if it is determined that my financial hardship is related to excessive debt.
9. If I am eligible for assistance under MHA or any other mortgage relief program, and I accept and agree to all terms of any notice, plan, or agreement, I also agree that:
 - a. The terms of this Acknowledgment and Agreement are incorporated into such notice, plan, or agreement by reference as if set forth therein in full.
 - b. My first timely payment, if required, following my Servicer's determination and notification of my eligibility or prequalification for assistance will serve as my acceptance of the terms set forth in the notice, plan, or agreement sent to me.
 - c. The Servicer's acceptance of any payments under the plan will not be a waiver of any acceleration of my loan or foreclosure action that has occurred and will not cure my default unless such payments are sufficient to completely cure my entire default under my loan.
 - d. Payments due under a trial period plan for a modification will contain escrow accounts. If I was not previously required to pay escrow amounts, and my trial period plan contains escrow amounts, I agree to the establishment of an escrow account and agree that any prior waiver is revoked. Payments due under a repayment plan or forbearance plan may or may not contain escrow amounts; I agree to the establishment of an escrow account and agree that any prior escrow waiver is revoked.
10. I understand that my Servicer, their agents or authorized third party** will collect and record personal information that I submit in this package and during the evaluation process, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about my account balances and activity. I understand and consent to the Servicer's, their agents or authorized third party's**, as well as any investor or guarantor's, disclosing my personal information and the terms of any mortgage assistance or foreclosure alternative to the following:
 - a. The U.S. Department of the Treasury and its agents, Fannie Mae and Freddie Mac in connection with their responsibilities under MHA, or any companies that perform support services in conjunction with MHA;
 - b. Any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services my first lien or subordinate lien (if applicable) mortgage loan(s) or any companies that perform support services to them; and
 - c. Any HUD-certified housing counselor.
11. NOTICE TO TEXAS BORROWERS: If the loan you are requesting to modify is a Texas Home Equity Loan or Line of Credit, your loan might not be eligible for a modification due to state law regulations concerning allowable modification terms. However, please proceed with submitting your package for review so we can examine your financial situation and your loan to determine the best available mortgage relief option.



8/21/2015

Loan Number: [REDACTED] 9998

SECTION 15**BORROWER ACKNOWLEDGEMENT AND AGREEMENT**

PAGE 2 OF 2

12. I understand the Servicer will not refer the loan to foreclosure or conduct the foreclosure sale if already referred while under review for mortgage assistance. However, the court having jurisdiction or the public official charged with carrying out the foreclosure may fail or refuse to halt the sale. The review for a MHA program, or any other mortgage assistance program, will not begin until all required documentation is received. I understand that any fee charged in connection with a property valuation will be assessed to my account.
13. I understand that in order to be reviewed for a foreclosure alternative, all required documentation must be received no later than seven (7) business days prior to a scheduled foreclosure sale date. **Exception for California:** As required by state law, if your property is located in the state of California and your scheduled foreclosure sale is within seven (7) business days, the review of your loan for a foreclosure alternative is subject to different timeframes. Please contact us at (800) 746-2936 to discuss.
14. I consent to being contacted concerning this request for mortgage assistance at any e-mail address or cellular or mobile telephone number I have provided to the Servicer. This includes text messages and telephone calls to my cellular or mobile telephone.

The undersigned certifies under penalty of perjury that all statements in this document are true and correct.

*Ocwen is a participating servicer in the federal government's Making Homes Affordable (MHA) program. This includes the Home Affordable Modification Program (HAMP), Home Affordable Foreclosure Alternatives (HAFA) and the Home Affordable Unemployment Program (HAUP). If allowed by your investor and other requirements are met, your loan could be reviewed for eligibility in these programs. If you are not eligible, there are other mortgage assistance programs for which your loan will be reviewed.

**An authorized third party may include, but is not limited to, a counseling agency, Housing Finance Agency (HFA), Consumer Finance Protection Bureau (CFPB), or other similar entity that is assisting in obtaining a foreclosure prevention alternative or ensuring on behalf of the borrower that all mortgage relief options were properly reviewed and offered

SIGN HERE →	_____	_____	SIGN HERE →	_____	_____
	Alberto Rodriguez	Date (MM DD YY)			Date (MM DD YY)
SIGN HERE →	_____	_____			
		Date (MM DD YY)			

SECTION 16**INFORMATION FOR GOVERNMENT MONITORING PURPOSES**

(Optional)

The following information is requested by the federal government in order to monitor compliance with federal statutes that prohibit discrimination in housing. **You are not required to furnish this information, but are encouraged to do so. The law provides that a lender or servicer may not discriminate either on the basis of this information, or based on whether you choose to furnish it.** If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, the lender or servicer is required to note the information on the basis of visual observation or surname if you have made this request for a loan modification in person. **If you do not wish to furnish the information, please check the first box below.**

BORROWER		CO-BORROWER	
	<input type="checkbox"/> I do not wish to furnish this information		<input type="checkbox"/> I do not wish to furnish this information
Ethnicity	<input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	Ethnicity	<input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino
Race	<input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White	Race	<input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White
Sex	<input type="checkbox"/> Female <input type="checkbox"/> Male	Sex	<input type="checkbox"/> Female <input type="checkbox"/> Male



8/21/2015

Loan Number: [REDACTED] 9998

SECTION 17

HOMEOWNER'S HOTLINE

If you have questions about this document or the Making Home Affordable Program, please call your servicer.

If you have questions about the program that your servicer cannot answer or need further counseling, you can call the Homeowner's HOPE™ Hotline at 1-888-995-HOPE (4673).

The Hotline can help with questions about the program and offers free HUD-certified counseling services in English and Spanish.



SECTION 18

BEWARE OF FORECLOSURE RESCUE SCAMS. HELP IS FREE!

Beware of Foreclosure Rescue Scams.

There is never a fee to get assistance or information about the Making Home Affordable Program from your lender or a HUD-approved housing counselor. Beware of any person or organization that asks you to pay a fee in exchange for housing counseling services or modification of a delinquent loan. Beware of anyone who says they can "save" your home if you sign or transfer over the deed to your house. Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt. Never make your mortgage payments to anyone other than your mortgage company without their approval.





8/21/2015

Loan Number: [REDACTED] 9998

SECTION 19**FREQUENTLY ASKED QUESTIONS**

- 1. Will I be evaluated for the Home Affordable Modification Program (HAMP) when I submit my Request for Modification Assistance (RMA)?**
Once we receive your **complete** RMA, we will evaluate your loan for the Home Affordable Modification Program (HAMP) if you are eligible. Otherwise we will evaluate you for an "in-house" loan modification.
- 2. I've seen ads offering to help me avoid foreclosure for a fee. Will it cost money to get help?**
There should never be a fee from Ocwen or any qualified counselor to obtain assistance or information about foreclosure prevention options. Unfortunately, foreclosure prevention has become a target for scam artists. Be wary of companies or individuals offering to help you for a fee. Never send a mortgage payment to any company other than the one listed on your monthly mortgage statement or one designated to receive your payments under a state assistance program. We suggest using the HUD website referenced in question 10 to locate a counselor near you. Also, please refer to the attached document called "Notice to Borrowers" for more information.
- 3. What happens to my mortgage while you are evaluating my documents?**
You remain obligated to make all mortgage payments when they come due, even when we are reviewing your loan for assistance options.
- 4. Will the foreclosure process begin if I do not respond to this letter?**
If you have missed four monthly payments or there is reason to believe the property is vacant or abandoned and you do not supply a complete package, we may refer your mortgage to foreclosure. In order for Ocwen to consider you for all types of foreclosure alternatives and not to refer your loan to foreclosure or go to foreclosure judgment or sale, we must receive a complete package.
- 5. What happens if I have waited too long and my property has been referred to an attorney for foreclosure? Should I still contact you?**
Yes, the sooner the better! We have a number of options available even if foreclosure proceedings have started. The sooner you contact us within the foreclosure process, the greater the likelihood that we can help you. Contact us and we can tell you which programs are still available.
- 6. What if my property is scheduled for a foreclosure sale in the future?**
If you submit a complete 'Request for Mortgage Assistance and Hardship Affidavit' less than 37 calendar days before a scheduled foreclosure sale, there is no guarantee we can evaluate you for a foreclosure alternative in time to stop the foreclosure sale. Even if we are able to approve you for a foreclosure alternative prior to a sale, a court with jurisdiction over the foreclosure proceeding (if any) or public official charged with carrying out the sale may not halt the scheduled sale.
- 7. Will my property be sold at a foreclosure sale if I accept a foreclosure alternative?**
No. Foreclosure proceedings will be stalled once you accept a foreclosure alternative, such as a forbearance or modification. Foreclosure will only be cancelled once you complete all necessary agreements and comply with all requirements of the program.
- 8. Will my credit score be affected by my late payments or being in default?**
The delinquency status of your loan will be reported to credit reporting agencies as well as your entry into a Repayment Plan, Forbearance Plan, or Trial Period Plan in accordance with the requirements of the Fair Credit Reporting Act and the Consumer Data Industry Association requirements.
- 9. Will my credit score be affected if I accept a foreclosure prevention option?**
While the effect on your credit will depend on your individual credit history, credit scoring companies would generally consider entering into a plan with reduced payments as increasing your credit risk. As a result, entering into a plan with reduced payments may adversely affect your credit score, particularly if you are current on your mortgage or otherwise have a good credit score.
- 10. Is foreclosure prevention counseling available?**
Yes, HUD-approved counselors are available to provide you with the information and assistance you may need to avoid foreclosure. You can use the search tool at <http://www.hud.gov/offices/hsg/sfh/hcc/fc/> to find a counselor near you.
- 11. What happens once I have sent the package to you?**
After we receive your application, we will contact you within three business days to confirm that we have received it. Next, we will review your package to determine whether or not it is complete. If your application is incomplete or missing any documentation, we will notify you within five business days. Within 30 days of receiving your complete application, we will let you know what foreclosure alternatives are available to you and what your next steps are. If you submit your complete application less than 37 days prior to a scheduled foreclosure sale date, we will strive to process your request as quickly as possible. However, you may not receive a notice of incompleteness or a decision on your request prior to sale. Please submit your application as soon as possible.



8/21/2015

Loan Number: [REDACTED] 9998

SECTION 20**INFORMATION ABOUT DEED-IN-LIEU OF FORECLOSURE****1. What is a Deed-in-Lieu of foreclosure?**

A Deed-in-Lieu of foreclosure (Deed-in-Lieu) is an option to settle your mortgage. You hand the property title over to your mortgage holder. This transfers ownership to them, so you both avoid a costly and time-consuming foreclosure process.

2. Why is a Deed-in-Lieu a good option for me?

In many cases, a Deed-in-Lieu is a great solution for both you and Ocwen. With a Deed-in-Lieu, you could walk away with no more mortgage debt, a less negative impact on your credit than foreclosure or bankruptcy and a check for relocation assistance when you move out. Unlike a short sale, a Deed-in-Lieu does not require the time and energy associated with listing and selling your house. There are no realtors involved and you don't have to worry about getting an offer. You simply transfer the title to settle the loan.

3. What if I have a second mortgage or other lien against my property? Do I still qualify?

In order to participate in the Deed-in-Lieu program, your property needs to have a clear title. This means all other mortgages, plus any liens or encumbrances on the property, must be settled or paid off. However, we can negotiate on your behalf to help settle those accounts and release other liens on your title.

4. My home is already in foreclosure. What happens if my preference is to give back the property?

If foreclosure proceedings are already underway and there is a foreclosure sale date scheduled in the next 37 days, the foreclosure proceedings will not automatically be stopped if you choose to give back the property. Be sure to discuss your options with your Relationship Manager.

5. How will a Deed-in-Lieu affect my state and federal income taxes?

There are possible income tax considerations, but they vary depending on the circumstances. Please contact the IRS or your tax preparer to discuss your specific tax situation.

6. How will you report my Deed-in-Lieu to the credit bureaus?

We will follow standard industry practice and report to the major credit reporting agencies. We have no control over, or responsibility for, the impact of this report on your credit score. For more information, visit <http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm>.

7. How will a Deed-in-Lieu affect my credit report?

A Deed-in-Lieu program will have a negative impact on your credit report. Though it is impossible to predict the exact impact for you personally, a Deed-in-Lieu may be viewed more favorably by future creditors than a foreclosure. This is just one reason why more and more people are finding that a Deed-in-Lieu of foreclosure program is a sensible option for them.

8. Where can I get more information about Deed-in-Lieu?

Call our Customer Care Center at 1-800-746-2936, Monday-Friday 8:00 am-9:00 pm, on Saturday 8:00 am-5:00 pm, or on Sunday 9:00 am-9:00 pm ET. Or, call the Homeowner's HOPE™ Hotline at 1-888-995-HOPE (4673) or 1-877-304-9709 (TTY) to speak with a HUD-certified counselor.

9. I am renting my house to tenants right now. Am I still eligible for Deed-in-Lieu?

Yes. Properties that are vacant or tenant occupied are now eligible for Deed-in-Lieu. This includes family members or dependents living in the property rent-free. However, if you are not living in the property, you won't be eligible for relocation assistance. Instead, your tenants would be eligible to receive relocation assistance.

10. When will I receive my cash incentives? Where will Ocwen send my payment?

We will ask for your new address when we send you the final agreement and deed transfer paperwork. Make sure your new address is a physical address, not a P.O. Box. Once we receive final inspection, we cut the check and mail it to your new address.



8/21/2015

Loan Number: [REDACTED] 9998

SECTION 21**INFORMATION ABOUT SHORT SALES****1. How does a short sale work?**

A "short sale" is specifically designed to help borrowers who (a) are unable to afford their first mortgage loan and (b) want to sell their home to avoid foreclosure, but the sales price may be less than what they owe on their mortgage loan. A short sale refers to selling a home "short" of, or for less than, what is owed on the mortgage loan and using the sale proceeds to settle the full debt owed on the home. A short sale requires coordination and cooperation between several parties - the Seller, the Buyer, listing and buyer's Real Estate Agent, Settlement Agent, Mortgage Lender/Servicer, and/or Mortgage Insurer.

2. What is the Home Affordable Foreclosure Alternative (HAFA) Program – Short Sale?

HAFA is a government sponsored program designed to assist struggling homeowners with selling their home(s) rather than foreclosing. Ocwen actively participates in the HAFA program, and reviews all short sale applications for HAFA program eligibility. All eligible HAFA requests must include a fully executed Hardship Affidavit and Dodd Frank Certificate. For those loans ineligible for HAFA, Ocwen also checks qualification for our own non-HAFA alternatives.

Potential HAFA benefits – If a loan is HAFA eligible, the property occupants may be able to receive \$10,000 in relocation assistance, to help with moving expenses. If applicable, those funds would be paid by the settlement agent and disclosed on the HUD-1 Settlement Statement. In some cases, sale proceeds may be higher than the amount need to pay off the full loan balance owed and approved closing costs, such that there is money left over after disbursing funds to Ocwen.

Vacant properties may qualify for the HAFA Program, but no relocation assistance will be paid.

3. What if the offer doesn't get approved?

- If your financial situation does not fit the requirements of the HAFA program, we will automatically review your account for our "in-house" short sale program. Since it is separate from the government program, we may still be able to approve you for short sale under different guidelines.
- If the "in-house" short sale is not approved due to unacceptable sale terms (low sales price, excessive commission, etc.), you may be able to submit a revised purchase contract with a new sales price for review.

4. Other important information.

Keep your house and your property in good condition and cooperate with your real-estate agent to show it to potential buyers.

Be able to provide the buyer of your home with clear title. To start, determine if you have other loans, judgments or liens secured by your home, such as a home-equity line of credit or a second mortgage. If there are such liens, these loans will need to be paid off in full or negotiated with the lien holders to release them before the closing date. Under this program, you must make sure other lien holders will agree not to pursue other legal action related to the payoff of their lien, such as a deficiency judgment. You can get help from your broker to negotiate with the other lien holders.

5. IRS and Credit Reporting information.

We are required by law to report the difference between the remaining amount of principal owed and the amount that we receive from the sale to the Internal Revenue Service (IRS) on Form 1099C as debt forgiveness. In some cases, debt forgiveness can be taxed as income. Amounts allowed for moving expenses may also be reported as income. We suggest that you contact the IRS or your tax preparer to determine if you may have any tax liability.

We will follow standard industry practice and report to the major credit reporting agencies that your mortgage was settled for less than the full balance. We have no control over, or responsibility for, the impact of this reporting on your credit score.

Exhibit 2-J



04/24/2017

Loan Number: [REDACTED] 9998

Alberto Rodriguez
1232 Wissmann Dr
Ballwin, MO 63011

**DECISION ON YOUR REQUEST FOR MORTGAGE
ASSISTANCE**
PLEASE READ CAREFULLY

Dear Alberto Rodriguez:

Thank you for your request for mortgage assistance. We completed our review of your application and the financial information you provided and we have evaluated your loan for all available mortgage assistance options. Unfortunately, we are not able to offer you any modifications at this time. Please see the enclosed "Modification Program Review" for details on the modification options that we could not approve. However, you are eligible for other alternative(s) to foreclosure as outlined in the enclosed "Other Available Options."

Account Information

Loan Number: [REDACTED] 9998

Property Address:

1232 Wissmann Dr
Ballwin, MO 63011

We are here to help!

Your Relationship Manager:

Wilder Gomez
RelationshipManager@ocwen.com
Online:
www.OcwenCustomers.com

Below, you will find important information about our decision regarding mortgage assistance, with additional details on the following pages.

If you believe our decision was incorrect, you can request an appeal in writing within 14 days from the date of this letter. Additional details on how to submit an appeal are included with this letter.

The following additional documents are enclosed for your information:

- Modification Program Review
- Opportunity for Appeal
- Legal Disclosures
- Additional Assistance Available
- Other Available Options

We are here to help! Wilder Gomez has been assigned as your relationship manager and will be your designated representative for resolution, inquiries and submission of documents.

If you have any questions or you would like information regarding other assistance options that may be available to you such as other modification programs, a short sale or deed in lieu of foreclosure, please call your Relationship Manager Wilder Gomez toll-free at (800) 746-2936. We are available Monday through Friday 8:00 am to 9:00 pm, Saturday 8:00 am to 5:00 pm and Sunday 9:00 am to 9:00 pm ET.

Sincerely,
Loan Servicing

[REDACTED] 9998

OCWN GBLB DENIAL

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**MODIFICATION PROGRAM REVIEW**

Program	Determination	Reason for Non-Approval
Standard Modification	Non-Approved	We are unable to create a post-modification monthly payment that is between 10% and 55% of your monthly gross monthly income. The monthly mortgage payment includes principal, interest, property taxes, hazard insurance premiums, and homeowners dues (if any), and your monthly gross income is provided below. If you believe the income we used is incorrect, please contact us at the number provided below.

We verified your gross income as \$780.47. Please note that if any of your household income is non-taxable (including Government Social Security Benefits or Disability Payments), the income amount quoted above may be higher than your actual income. This is because guidelines require us to increase the amount of non-taxable income by up to 25% in order to qualify for a modification.

**OPPORTUNITY FOR APPEAL****What should you do if you disagree with the reason(s) for non-approval and want to appeal?**

If you disagree with the reason(s) for non-approval of any loan modification option, you have the right to appeal. To appeal, you have 14 days from the date of this notice to send a written explanation and supporting documentation to substantiate your findings. Please send a copy of this letter, along with any supporting documents, to:

Ocwen Loan Servicing, LLC
Escalations Department
P.O. Box 785061
Orlando, FL 32878-5061
Email: escalatedcases@ocwen.com

No foreclosure sale will be conducted, and you will not lose your home during this 14-day period. However, please note that if you received a notice of a foreclosure sale date of your home, or if notice of a foreclosure sale date of your home was published prior to your submission to us of a completed loan modification application, then such foreclosure sale may not be suspended for this 14-day period if, despite our reasonable attempts to delay the sale, the court with jurisdiction over the foreclosure proceedings, or the bankruptcy court in a bankruptcy case, or the public official charged with carrying out the sale fails or refuses to halt the sale.

If you choose to appeal our decision, the mortgage assistance option(s) offered to you in this notice will remain available pending the outcome of your appeal.

If you wait to accept the mortgage assistance option(s) offered to you in this notice until after receiving our appeal decision, your loan will become more delinquent. Any unpaid interest and other unpaid amounts, such as escrows for taxes and insurance, will continue to accrue on your mortgage loan during the appeal. In that event, the payment amounts and due dates of your initial mortgage assistance option(s) may be adjusted.

**OTHER AVAILABLE OPTIONS****You are conditionally approved for these Mortgage Assistance Options**

Acceptance of any of these options will not allow you to keep your home, but will allow you to avoid foreclosure. These offers are conditional and could be subject to an appraisal or title search. We are not able to guarantee final approval until we receive all the documents required for our final evaluation of your eligibility.

	Short Sale	Deed-in-Lieu of Foreclosure (DIL)
Option Details	Listing and selling your property at market value will release you from your mortgage debt serviced by Ocwen on this property, even if the sale price is lower than your mortgage debt.	Transferring ownership of your property by signing over the deed/title to us will release you from your mortgage debt.
Benefits	<ul style="list-style-type: none">▪ Avoid the stress and potential costs of foreclosure.▪ Sell the property with less negative impact to your credit than foreclosure or bankruptcy.▪ You may be eligible for relocation assistance if you qualify.	<ul style="list-style-type: none">▪ A Deed-in-Lieu is a quicker way to get out of the property without the hassle, time and energy associated with listing and selling your house.▪ You could walk away with no mortgage debt and less negative impact to your credit than foreclosure or bankruptcy.▪ If you qualify, you may be eligible to receive up to \$10,000 in relocation assistance.
Additional Documents Required from You Send by Fax to (407) 737-5693	<p>You must send the documents listed below to us by 05/24/2017:</p> <ul style="list-style-type: none">▪ Executed Listing Agreement.▪ Executed Purchase Contract, including all addendums.▪ The buyer's proof of funds or financing pre-approval letter.▪ Preliminary Closing Disclosure/Settlement Statement.	<p>In order to complete the Deed-in-Lieu transaction you must send the applicable document listed below:</p> <ul style="list-style-type: none">• If you are married, please provide one of the documents listed below:<ul style="list-style-type: none">○ Signed letter stating you and your spouses' complete names, or○ Copy of your marriage license• If you are no longer married, please provide the following:<ul style="list-style-type: none">○ A copy of your divorce decree.• If your spouse is deceased, please provide one of the documents listed below:<ul style="list-style-type: none">○ Copy of the probate court

9998

OCWN GLBL DENIAL

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		documents, <ul style="list-style-type: none">o Death certificate, oro Obituary/newspaper article reporting the death.
Additional Documents/Information We Require from Third Parties Prior to Final Approval	<p>Please note that final approval is conditioned upon receipt of the following documents/information from third-party providers:</p> <ul style="list-style-type: none">▪ Valuation - an independent valuation of the property that verifies that the current estimated market value.▪ Closing Costs - verification that closing costs associated with the transaction are reasonable and customary.▪ If applicable, approval from the investor or mortgage insurer of your loan to proceed with the transaction.	<p>Please note that final approval is conditioned upon receipt of the following documents/information from third-party providers:</p> <ul style="list-style-type: none">▪ Valuation - an independent valuation of the property.▪ Clear Title - a title search or history demonstrating clear title and in marketable condition.▪ If applicable, approval from the investor or mortgage insurer of your loan to proceed with the transaction.
–Out Next Steps after We Receive All Required Documents from You.	<p>After we receive all required documents we will:</p> <ul style="list-style-type: none">▪ Complete a review of the loan terms, investor requirements, and mortgage insurance requirements, if applicable.▪ Work with you to complete an independent valuation review. A valuation agent will contact you or your designated agent for access to the property so that the valuation agent can set up an appointment. <p>If an offer is present, and after all documents/information have been received, we will issue a decision within 30 calendar days.</p> <p>If we send you a final approval, you will have 14 calendar days from the date of receipt to provide signed written acceptance of the short sale approval.</p> <p>Failure to perform all actions required to accept the Short Sale offer will be considered as a rejection.</p>	<p>After we receive all required documents we will:</p> <ul style="list-style-type: none">▪ Complete a review of the loan terms, investor requirements, and mortgage insurance requirements, if applicable.▪ Work with you to complete an independent valuation review. A valuation agent will contact you or your designated agent for access to the property so that the valuation agent can set up an appointment. <p>If we send you a final approval, you will have 14 calendar days from the date of receipt to provide signed written acceptance of the offer.</p> <p>Once we have received your written acceptance, our vendor will draft the deed document and schedule a notary at a convenient time and place for you to execute the DIL of foreclosure documents.</p>

**ADDITIONAL ASSISTANCE IS AVAILABLE**

If you are experiencing a financial hardship, housing counseling may be a way to help you manage your finances. We urge you to contact HUD approved agencies to obtain assistance in keeping your home. This assistance is available at no charge.

HUD Approved Housing Counseling	(800) 569-4287	www.HUD.gov
Homeowner's HOPE Hotline Number	(888) 995-4673	www.hopenow.com
Fannie Mae Assistance Program		www.knowyouroptions.com

If you would like to submit a qualified written request, a notice of error or a request for information, you must use the following address:

Ocwen Research Department
PO Box 24736
West Palm Beach, FL 33416-4736



LEGAL DISCLOSURES

Notice regarding Credit Discrimination: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

Notice regarding Tax Consequences of Mortgage Assistance Options: Your acceptance of a Loan Modification, Short Sale, or Deed-in-Lieu of Foreclosure may result in federal, state, or local tax consequences to you and/or affect your eligibility for any public assistance benefits. We cannot advise you on these impacts and encourage you to contact a tax professional to discuss any questions you may have.

Your Rights Under the Fair Credit Reporting Act:

Ocwen Loan Servicing, LLC, your mortgage servicer, and Freddie Mac, the owner of your loan, have carefully considered your request.

A consumer report was used in making the modification decision. The consumer reporting agency listed below provided information that in whole or in part influenced the decision. The reporting agency played no part in the decision and is unable to supply specific reasons why your request for a modification was denied. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you received is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency. Any questions regarding such information should be directed to the agency listed below.

Any questions regarding such information should be directed to Experian.

Experian
P.O. Box 2002
Allen, TX 75013
(888) 397-3742

Your credit score was obtained and used in making the decision. Your credit score is a number that reflects the information in your consumer report. Your credit score can change, depending on how the information in your consumer report changes.

Your credit score was furnished to us by Experian and scores may range from a low of 300 to a high of 850.

As per Experian, your credit score as of 04/12/2017 was 520. Experian reported that your credit score was adversely affected by the following key factors:

1. Level of delinquency on accounts
2. Time since delinquency is too recent or unknown
3. Time since derogatory public record or collection is too short
4. Serious delinquency, and public record or collection filed

If you have any questions regarding your credit score, you should contact Experian directly at (888) 397-3742.

NMLS # 1852

OCWN_GLBL_DENIAL

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NMLS # 1852

OCWN_GLBL_DENIAL

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Exhibit 2-K



10/11/2017

Respond to this offer no later than:

10/25/2017Alberto Rodriguez
1232 Wissmann Dr
Ballwin, MO 63011**WE CAN STILL HELP AVOID FORECLOSURE
PLEASE HURRY - OFFER EXPIRES AFTER 10/25/2017**

Dear Alberto Rodriguez:

Avoid Foreclosure: Act Now

The account is seriously delinquent. We have tried to make contact to discuss the foreclosure prevention options available, but time to act is running out. To avoid foreclosure, contact must be made with us.

Option 1: Stay in The Home

Based on our estimate of the home's value, the account is approved for a three-month Trial Period Plan. For each of the next three months a Trial Period Plan payment of \$1,258.70 must be made. If all three payments are made on-time, and the terms of the enclosed Trial Period Plan are followed, we will be able to permanently modify the account. To stay in the home and avoid foreclosure, contact must be made with us right away and all Trial Period Plan Payments must be completed. Please read the directions below carefully.

What needs to be done to stay in the home and avoid foreclosure:

- Contact us at 800.746.2936 or in writing at the address provided no later than 10/25/2017 to indicate intent to accept this offer.

Fax or Email - for fastest processing	Or	Regular Mail
Fax: 407.737.6174 Email: mod@ocwen.com		Ocwen Loan Servicing, LLC Attn: Modifications P.O. Box 24737 West Palm Beach, Florida 33416-9838

- Instead of calling or writing to accept the offer, the first trial payment may be made by 10/25/2017. If first trial payment is made ahead of the scheduled payment date, we will not advance the foreclosure process.

Account Information**Account Number:** [REDACTED] 9998**Property Address:**1232 Wissmann Dr
Ballwin, MO 63011

We are here to help!

Account Relationship Manager:Michael Gingras
RelationshipManager@ocwen.com
Online: ocwen.com

**Option 2: Leave The Home and Avoid Foreclosure**

If it is not affordable to stay in the home or there is no desire to do so, it is not necessary to go through the stress of foreclosure. The account may be eligible for options such as a short sale or deed-in-lieu of foreclosure, which may also qualify for cash relocation assistance.

Contact Us

We are here to help! Michael Gingras has been assigned as the account Relationship Manager and will be the designated representative for resolution, inquiries and submission of documents.

For any questions, we can be reached toll free Monday through Friday 8:00 am to 8:00 pm ET at 800.746.2936 enter the requested information, then select option 2, then option 4, to speak with the assigned Relationship Manager. If Michael Gingras is not available, another dedicated member of our Home Retention Department will be available to answer any questions. Our **Customer Care Center** may also be contacted at 800.746.2936, Monday through Friday 8:00 am to 9:00 pm, Saturday 8:00 am to 5:00 pm ET. Information concerning this mortgage account may also be found online at ocwen.com.

Remember, a response must be received by 10/25/2017 .

Sincerely,

Loan Servicing



Ocwen Loan Servicing, LLC

www.ocwen.com

Helping Homeowners is What we Do!®

1661 Worthington Road, Suite 100

West Palm Beach, FL 33409

Toll Free: 800.746.2936

Account Number: [REDACTED] 9998

Flex Modification TRIAL PERIOD PLAN NOTICE

Based on a careful review of the account, we are offering an opportunity for the account to enter into a Trial Period Plan for a mortgage modification. This is the first step toward qualifying for more affordable mortgage payments or more manageable terms. It is important that this information is read in its entirety so that the actions needed to be taken to successfully complete the Trial Period Plan to permanently modify the account are fully understood.

Proposed Modification Terms

If the Trial Period Plan is successfully completed by making the required payments and all terms of the plan are complied with, the account will permanently modified.

To Suspend Foreclosure

We will delay referring the account to foreclosure, or if the account has been referred to foreclosure, we will suspend any foreclosure proceedings until 10/25/2017. For assistance, contact us at the number provided above or in writing at the address provided below to indicate intent to accept this offer no later than 10/25/2017. A payment may also be made by 10/25/2017, which is **earlier than the scheduled due date** described below and we will stop the foreclosure process.

However, if a response is not received by 10/25/2017, we will continue with the foreclosure process, and a foreclosure sale may occur. This offer will be revoked if a foreclosure sale occurs, even if the sale occurs prior to the first payment due date set forth below.

To Accept This Offer

- To accept an assistance option, the following must be completed:
- Call us at **800.746.2936** to confirm the acceptance of the program. We are available Monday through Friday 8:00 am to 9:00 pm, Saturday 8:00 am to 5:00 pm ET Or Select a suitable option on the enclosed Mortgage Assistance Acceptance Form and RETURN as outlined on the form by 10/25/2017.
 - In addition, the First Trial Period Plan payment of \$1,258.70 must be received by us no later than 11/01/2017

OCWN_GSE_FLEX_TRL

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West Palm Beach, FL 33409

Toll Free: 800.746.2936

TIME IS OF THE ESSENCE.

Make Trial Period Payments

To successfully complete the trial period, all trial period payments must be made according to the schedule below.

Trial Period Payment Number	Trial Period Payment	Due Date On or Before
1	\$1,258.70	11/01/2017
2	\$1,258.70	12/01/2017
3	\$1,258.70	01/01/2018

Refer to payment remittance page for available payments options.

If there are any questions about the trial period or permanent modification requirements, please contact us at the number provided above.

Next Steps

- It is important that the *Frequently Asked Questions* and *Additional Trial Period Plan Information and Legal Notices* information attached are thoroughly reviewed.
- We reserve the right to revoke this offer or terminate the plan following acceptance if we learn of information that would make the account ineligible for the Trial Period Plan.
- Once each of the payments above have been successfully made by their due dates, the required signed copies of the modification agreement have been submitted, and we have signed the modification agreement, the account will be permanently modified in accordance with the terms of the modification agreement.
- Property title must be clear of liens, judgments, and other encumbrances.
- Upon successful completion of the Trial Period Plan and conversion to a permanent modification, the account will have the ability to prepay the mortgage without restrictions or penalties, if desired.
- **We must receive each payment in the month in which it is due. If a payment is missed or any other terms of the trial period are not fulfilled, this offer will end and the account will not be modified.**
- Failure to comply with the terms of the Trial Period Plan may also impact the ability to obtain another modification.
- If there are questions about this information, trial period payments, or our modification requirements, we can be contacted at the number above.

OCWN GSE FLEX TRL

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Toll Free: 800.746.2936

- If it is felt that the trial period payments shown above are not affordable but there is desire to remain in the home, or if a decision has been made to leave the home, we can be contacted to discuss alternatives to foreclosure.
- Please note that except for the monthly mortgage payment amount during the trial period, the terms of the mortgage documents and requirements remain in effect and unchanged during the trial period.
- If the account becomes delinquent after the account is permanently modified, the account may not be eligible to receive another mortgage modification.

OCWN GSE FLEX TRL

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FREQUENTLY ASKED QUESTIONS

Get the answers needed to some of the most common questions.

Q. What else should be known about this offer?

- If all trial period payments are made timely **we will not conduct a foreclosure sale.**
- The account will not be charged any fees for this Trial Period Plan or a permanent modification.
- If the account is modified, we will waive all unpaid late charges.
- **Credit Reporting:** We will continue to report the delinquency status of the account to credit reporting agencies as well as entry into a Trial Period Plan in accordance with the requirements of the Fair Credit Reporting Act and the Consumer Data Industry Association requirements. **CREDIT SCORING COMPANIES GENERALLY CONSIDER THE ENTRY INTO A PLAN WITH REDUCED PAYMENTS AS AN INCREASED CREDIT RISK. AS A RESULT, ENTERING INTO A TRIAL PERIOD PLAN MAY ADVERSELY AFFECT CREDIT SCORES, PARTICULARLY IF THE ACCOUNT IS CURRENT OR OTHERWISE HAS A GOOD CREDIT SCORE.** For more information about credit scores, go to ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm.

Q. Why is there a trial period?

The trial period offers immediate payment relief and allows time to ensure the estimated new monthly mortgage payment is manageable. The trial period is temporary, and the existing mortgage lien remains in effect and unchanged during the trial period.

Q. When will I know if my mortgage can be modified permanently and how will the modified account balance be determined?

If the account continues to remain eligible for the permanent modification, once all of the Trial Period Plan payments are made on time and return to us two copies of a modification agreement with appropriate signatures are returned to us, we will sign one copy and send it back so a record of the fully executed modification agreement detailing the terms of the modified mortgage can be retained. Any difference between the amount of the Trial Period Plan payments and the regular mortgage payments will be added to the balance of the account along with any other past due amounts as permitted by the account documents. While this will increase the total amount owed, it should not significantly change the amount of the modified mortgage payment.

Q. Will my interest rate and principal and interest payment be fixed after the account is permanently modified?

If the account is permanently modified as described above under the Proposed Modification Terms, the interest rate and monthly principal and interest payment will be fixed for the life of the account. Regardless of the modification offered, the new monthly payment may include an escrow for property taxes, hazard insurance and other escrowed expenses, unless its inclusion is prohibited by applicable law. If the cost of the homeowners insurance, property tax assessment or other escrowed expenses increases, the monthly payment will increase as well.

Additional Trial Period Plan Information and Legal Notices

OCWN_GSE_FLEX_TRL

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We will not refer the account to foreclosure or proceed to foreclosure sale during the Trial Period Plan, provided the account is complying with the terms of the Trial Period Plan:

- Any pending foreclosure action or proceeding that has been suspended may be resumed if there is failure to comply with the terms of the plan or the account does not qualify for a permanent modification.
- It is agreed we will hold the trial period payments in an account until sufficient funds are in the account to pay the oldest delinquent monthly payment. It is also agreed that we will not pay interest on the amounts held in the account. If any money is left in this account at the end of the Trial Period Plan and the account qualifies for a modification, those funds will be deducted from amounts that would otherwise be added to the modified principal balance.
- Our acceptance and posting of the payment during the trial period will not be deemed a waiver of the acceleration of the account (or foreclosure actions) and related activities, and shall not constitute a cure of default under the account terms unless such payments are sufficient to completely cure entire default.

If the monthly payment did not include escrows for taxes and insurance, it is now required to do so:

- It is agreed any prior waiver that allowed direct payment for taxes and insurance is revoked. It is agreed an escrow account will be established and the required escrows will be paid into that account.

The current mortgage documents remain in effect; however, the trial period payments can be made instead of the payment required under the original mortgage documents:

It is agreed all terms and provisions of the current mortgage documents remain in full force and effect and those terms shall remain in compliance. Nothing in the Trial Period Plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations, if any exist, contained in the mortgage documents.

Meaning of acceptance of this trial offer:

- It is agreed the Trial Period Plan is not a modification of the account and the account will not be modified unless or until all conditions required for modification are met. It is understood and agreed that Ocwen will not be obligated or bound to modify the account if there is failure to meet any one of the requirements under this Trial Period Plan.

Additional documentation may be required

- It may be required to submit additional documentation in order for us to process the modification request. If further documentation is needed, we will send a separate letter requesting the outstanding required documentation.

OCWN GSE FLEX TRL

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Loan Number: [REDACTED] 9998

MORTGAGE ASSISTANCE ACCEPTANCE FORM**REMEMBER TIME IS OF THE ESSENCE. PLEASE DO NOT DELAY!**

Based on the option(s) presented in this notice, you may select the option you would like to accept. Check the desired option below, then sign and return this Mortgage Assistance Acceptance Form.

You may only choose **one** option:

- ☐ I want to accept the **Flex Modification Trial Period Plan** offer.
☐ I want to reject all options in this notice.

Date_____
Alberto Rodriguez

Sign and Return by Fax, Email or Mail:

Fax or Email - for fastest processing	Or	Regular Mail
Fax: (407) 737-5693 Email: mod@ocwen.com		Ocwen Loan Servicing, LLC Attn: Home Retention Department 1661 Worthington Road, Ste 100 West Palm Beach, Florida 33409

[REDACTED] 9998

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PAYMENT REMITTANCE INFORMATION

PLEASE DON'T FORGET:

1. All checks should be payable to Ocwen Loan Servicing, LLC.
2. Always include the account number with the payment.

Regular Mail

Money Order, Personal Check, or Certified Check

Send To: Ocwen Loan Servicing, LLC
P.O. Box 660264
Dallas, TX 75266-0264
Reference: Ocwen Account # [REDACTED] 9998

Overnight Mail

Money Order, Personal Check, or Certified Check

Send To: Ocwen Loan Servicing, LLC
ATTN: Express Payments
Box # 660264
1010 W. Mockingbird Ln., Suite 100
Dallas, TX 75247
Reference: Ocwen Account # [REDACTED] 9998

Money Gram

ABA: [REDACTED] 0248
Receiver Code: 2355
Payable to: Ocwen Loan Servicing, LLC
City: Orlando
State: Florida
Reference: Ocwen Account # [REDACTED] 9998
Agent Locator: (800) 926-9400

Wire Transfer

Bank: Wells Fargo Bank, NA
San Francisco, CA
Ocwen Bank ABA Routing Number: [REDACTED] 0248
Ocwen Bank Account Number: [REDACTED] 3352
Account Name: Ocwen Loan Servicing, LLC
Reference: Customer Account # [REDACTED] 9998,
Property Address, and Borrower Name
Email: Wire details to Transferfunds@ocwen.com

Western Union

By WUQC: Western Union Quick Collect
Code City: Ocwen
State: FL
Reference: Ocwen Account # [REDACTED] 9998

[REDACTED] 9998

OCWN GSE FLEX TRL

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OTHER AVAILABLE OPTIONS

You are conditionally approved for these Mortgage Assistance Options

Acceptance of any of these options will not allow you to keep your home, but will allow you to avoid foreclosure. These offers are conditional and could be subject to an appraisal or title search. We are not able to guarantee final approval until we receive all the documents required for our final evaluation of your eligibility.

	Short Sale	Deed-in-Lieu of Foreclosure (DIL)
Option Details	Listing and selling your property at market value will release you from your mortgage debt serviced by Ocwen on this property, even if the sale price is lower than your mortgage debt.	Transferring ownership of your property by signing over the deed/title to us will release you from your mortgage debt.
Benefits	<ul style="list-style-type: none">▪ Avoid the stress and potential costs of foreclosure.▪ Sell the property with less negative impact to your credit than foreclosure or bankruptcy.▪ You may be eligible for relocation assistance if you qualify.	<ul style="list-style-type: none">▪ A Deed-in-Lieu is a quicker way to get out of the property without the hassle, time and energy associated with listing and selling your house.▪ You could walk away with no mortgage debt and less negative impact to your credit than foreclosure or bankruptcy.▪ If you qualify, you may be eligible to receive up to \$10,000 in relocation assistance.
Additional Documents Required from You Send by Fax to (407) 737-5693	<p>You must send the documents listed below to us by 11/10/2017:</p> <ul style="list-style-type: none">▪ Executed Listing Agreement.▪ Executed Purchase Contract, including all addendums.▪ The buyer's proof of funds or financing pre-approval letter.▪ Preliminary Closing Disclosure/Settlement Statement.	<p>In order to complete the Deed-in-Lieu transaction you must send the applicable document listed below:</p> <ul style="list-style-type: none">• If you are married, please provide one of the documents listed below:<ul style="list-style-type: none">○ Signed letter stating you and your spouses' complete names, or○ Copy of your marriage license• If you are no longer married, please provide the following:<ul style="list-style-type: none">○ A copy of your divorce decree.• If your spouse is deceased, please provide one of the documents listed below:

9998

OCWN GSE FLEX TRL

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is purely provided to you for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.



		<ul style="list-style-type: none">○ Copy of the probate court documents,○ Death certificate, or○ Obituary/newspaper article reporting the death.
Additional Documents/Information We Require from Third Parties Prior to Final Approval	<p>Please note that final approval is conditioned upon receipt of the following documents/information from third-party providers:</p> <ul style="list-style-type: none">▪ Valuation - an independent valuation of the property that verifies that the current estimated market value.▪ Closing Costs - verification that closing costs associated with the transaction are reasonable and customary.▪ If applicable, approval from the investor or mortgage insurer of your loan to proceed with the transaction.	<p>Please note that final approval is conditioned upon receipt of the following documents/information from third-party providers:</p> <ul style="list-style-type: none">▪ Valuation - an independent valuation of the property.▪ Clear Title - a title search or history demonstrating clear title and in marketable condition.▪ If applicable, approval from the investor or mortgage insurer of your loan to proceed with the transaction.
—Our Next Steps after We Receive All Required Documents from You.	<p>After we receive all required documents we will:</p> <ul style="list-style-type: none">▪ Complete a review of the loan terms, investor requirements, and mortgage insurance requirements, if applicable.▪ Work with you to complete an independent valuation review. A valuation agent will contact you or your designated agent for access to the property so that the valuation agent can set up an appointment. <p>If an offer is present, and after all documents/information have been received, we will issue a decision within 30 calendar days.</p> <p>If we send you a final approval, you will have 14 calendar days from the date of receipt to provide signed written acceptance of the short sale approval.</p> <p>Failure to perform all actions required to accept the Short Sale offer will be considered as a rejection.</p>	<p>After we receive all required documents we will:</p> <ul style="list-style-type: none">▪ Complete a review of the loan terms, investor requirements, and mortgage insurance requirements, if applicable.▪ Work with you to complete an independent valuation review. A valuation agent will contact you or your designated agent for access to the property so that the valuation agent can set up an appointment. <p>If we send you a final approval, you will have 14 calendar days from the date of receipt to provide signed written acceptance of the offer.</p> <p>Once we have received your written acceptance, our vendor will draft the deed document and schedule a notary at a convenient time and place for you to execute the DIL of foreclosure documents.</p>



ADDITIONAL ASSISTANCE IS AVAILABLE

If you are experiencing a financial hardship, housing counseling may be a way to help you manage your finances. We urge you to contact HUD approved agencies to obtain assistance in keeping your home. This assistance is available at no charge.

HUD Approved Housing Counseling	(800) 569-4287	www.HUD.gov
Homeowner's HOPE Hotline Number	(888) 995-4673	www.hopenow.com
Fannie Mae Assistance Program		www.knowyouroptions.com

If you would like to submit a qualified written request, a notice of error or a request for information, you must use the following address:

Ocwen Research Department
PO Box 24736
West Palm Beach, FL 33416-4736



LEGAL DISCLOSURES

Notice Regarding Bankruptcy: Please be advised that if the account is part of an active Bankruptcy case or if the account has received an Order of Discharge from a Bankruptcy Court, this letter is in no way an attempt to collect either a pre-petition, post-petition or discharged debt. If the bankruptcy case is still active, no action will be taken in willful violation of the Automatic Stay. If the account has received an Order of Discharge in a Chapter 7 case, any action taken by us is for the sole purpose of protecting our lien interest in the underlying mortgaged property and is not an attempt to recover any amounts from the accountholder(s) personally. Finally, if the account is in an active Chapter 11, 12 or 13 bankruptcy case and an Order for Relief from the Automatic Stay has not been issued, the accountholder(s) should continue to make payments in accordance with the plan.

Notice of Tax Consequences of Mortgage Assistance Options: Acceptance of a Modification, Short Sale, or Deed-in-Lieu of Foreclosure may result in federal, state, or local tax consequences and/or affect eligibility for any public assistance benefits. We cannot advise on these impacts and encourage contact with a tax professional to discuss any questions.

Notice regarding Credit Discrimination: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580

Exhibit 2-L



12/04/2017

Alberto Rodriguez
1232 Wissmann Dr
Ballwin, MO 63011

Account Information

Loan Number: [REDACTED] 9998

Property Address:

1232 Wissmann Dr
Ballwin, MO 63011

We are here to help!

Your Relationship Manager:

Michael Gingras
RelationshipManager@ocwen.com
Online:
www.OcwenCustomers.com

DECISION ON YOUR REQUEST FOR MORTGAGE ASSISTANCE PLEASE READ CAREFULLY

Dear Alberto Rodriguez:

Thank you for your request for mortgage assistance. Unfortunately, you are no longer eligible for the loan modification offer that was sent to you due to the reason listed below.

- You failed to make the initial trial payment within the required timeframe.

Below, you will find important information about our decision regarding mortgage assistance, with additional details on the following pages.

If you believe our decision was incorrect, you can request an appeal in writing within 14 days from the date of this letter. Additional details on how to submit an appeal are included with this letter.

The following additional documents are enclosed for your information:

- Additional Assistance Available
- Opportunity for Appeal
- Legal Disclosures

We are here to help! Michael Gingras has been assigned as your relationship manager and will be your designated representative for resolution, inquiries and submission of documents.

If you have any questions or would like information regarding other assistance options that may be available to you such as other modification programs, a short sale or deed in lieu of foreclosure, please call your Relationship Manager Michael Gingras toll-free at 800.746.2936. We are available Monday through Friday 8:00 am to 8:00 pm ET.

Sincerely,

Loan Servicing

[REDACTED] 9998

OCWN_STND_ALNE_DENL

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is purely provided to you for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.



OPPORTUNITY FOR APPEAL

What should you do if you disagree with the reason(s) for non-approval and want to appeal?

If you disagree with the reason(s) for non-approval of any loan modification option, you have the right to appeal. To appeal, you have 14 days from the date of this notice to send a written explanation and supporting documentation to substantiate your findings. Please send a copy of this letter, along with any supporting documents, to:

Ocwen Loan Servicing, LLC
Escalations Department
P.O. Box 785061
Orlando, FL 32878-5061
Email: escalatedcases@ocwen.com

No foreclosure sale will be conducted, and you will not lose your home during this 14-day period. However, please note that if you received a notice of a foreclosure sale date of your home, or if notice of a foreclosure sale date of your home was published prior to your submission to us of a completed loan modification application, then such foreclosure sale may not be suspended for this 14-day period if, despite our reasonable attempts to delay the sale, the court with jurisdiction over the foreclosure proceedings, or the bankruptcy court in a bankruptcy case, or the public official charged with carrying out the sale fails or refuses to halt the sale.

If you choose to appeal our decision, the mortgage assistance option(s) offered to you in this notice will remain available pending the outcome of your appeal.

If you wait to accept the mortgage assistance option(s) offered to you in this notice until after receiving our appeal decision, your loan will become more delinquent. Any unpaid interest and other unpaid amounts, such as escrows for taxes and insurance, will continue to accrue on your mortgage loan during the appeal. In that event, the payment amounts and due dates of your initial mortgage assistance option(s) may be adjusted.

**ADDITIONAL ASSISTANCE IS AVAILABLE**

If you are experiencing a financial hardship, housing counseling may be a way to help you manage your finances. We urge you to contact HUD approved agencies to obtain assistance in keeping your home. This assistance is available at no charge.

HUD Approved Housing Counseling
Homeowner's HOPE Hotline Number
Fannie Mae Assistance Program

(800) 569-4287
(888) 995-4673

www.HUD.gov
www.hopenow.com
www.knowyouroptions.com

If you would like to submit a qualified written request, a notice of error or a request for information, you must use the following address:

Ocwen Research Department
PO Box 24736
West Palm Beach, FL 33416-4736



Ocwen Loan Servicing, LLC

www.ocwen.com

Helping Homeowners is What we Do!®

1661 Worthington Road, Suite 100

West Palm Beach, FL 33409

Toll Free: 800.746.2936

ALTERNATIVES TO FORECLOSURE

- **Account Refinance option:** This is an option to apply for a new mortgage and pay off the existing lien, if favorable terms are obtained making the current payment more affordable.
- **Account Modification option:** An account modification may change one or more terms of the original mortgage agreement. This may include a change in interest rate, account balance or term, which may lower the mortgage payment and bring the account current. Contact us for more information on available modification programs, as this option may be limited based on the non-approval reason included in this notice.
- **Forbearance or Repayment Plan:** Payment forbearance temporarily gives you more time to pay your monthly payments. A forbearance may provide for temporary reduction or suspension of payments, or the ability to make regular monthly payments without contributing toward past due amounts for a period of time. If you have experienced a temporary loss of income or increase in expenses but can now afford to make higher payments, we may be able to develop a repayment plan.
- **Sale of the property:** If there is an inability to continue paying the mortgage payment, the best option may be to find more affordable housing. As an alternative to foreclosure, it may be possible to sell the property and use the proceeds to pay off the current lien.
- **Short Sale:** If the value of the property has declined, and the property cannot be sold for an amount sufficient to pay the current lien in full, it may be possible to sell it for less than the full payoff amount to satisfy the lien.
- **Deed in Lieu of Foreclosure:** If an attempt to sell the property has been unsuccessful, it may be possible to voluntarily return the deed to satisfy the lien and avoid foreclosure.

LEGAL DISCLOSURES

Notice regarding Credit Discrimination: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580.

Notice Regarding Bankruptcy: Please be advised that if the account is part of an active Bankruptcy case or if the account has received an Order of Discharge from a Bankruptcy Court, this letter is in no way an attempt to collect either a pre-petition, post-petition or discharged debt. If the bankruptcy case is still active, no action will be taken in willful violation of the Automatic Stay. If the account has received an Order of Discharge in a Chapter 7 case, any action taken by us is for the sole purpose of protecting our lien interest in the underlying mortgaged property and is not an attempt to recover any amounts from the account holder(s) personally. Finally, if the account is in an active Chapter 11, 12 or 13 bankruptcy

9998

OCWN STND ALNE DENL

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is purely provided to you for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.



Ocwen Loan Servicing, LLC

www.ocwen.com

Helping Homeowners is What we Do!®

1661 Worthington Road, Suite 100

West Palm Beach, FL 33409

Toll Free: 800.746.2936

case and an Order for Relief from the Automatic Stay has not been issued, the accountholder(s) should continue to make payments in accordance with the plan.

9998

OCWN STND ALNE DENL

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is purely provided to you for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.

Exhibit 2-M



10/15/2019

Account Number: [REDACTED] 3305

ALBERTO RODRIGUEZ
1232 WISSMANN DR
BALLWIN, MO 63011

Account Information

Loan Number: [REDACTED] 3305

Property Address:
1232 WISSMANN DR
BALLWIN, MO 63011

We are here to help!

Your Relationship Manager:
Tara Loverso
HAT@mortgagefamily.com
Online:
www.mortgagequestions.com

DECISION ON YOUR REQUEST FOR MORTGAGE ASSISTANCE PLEASE READ CAREFULLY

Dear ALBERTO RODRIGUEZ:

Thank you for your request for mortgage assistance. Unfortunately, you are no longer eligible for the loan modification offer that was sent to you due to the reason listed below.

- You failed to make the initial trial payment within the required timeframe.

Below, you will find important information about our decision regarding mortgage assistance, with additional details on the following pages.

The following additional documents are enclosed for your information:

- Legal Disclosures
- Additional Assistance Available

Although you are no longer eligible for the loan modification offer, you may be eligible for a Short Sale or Deed in Lieu of foreclosure, **with both options satisfying the mortgage debt**. A Short Sale is the process of listing and selling the home to a third party, even if you owe more than the property's current market value. A Deed in Lieu is the process of transferring ownership of the property to PHH Mortgage Services by executing a deed. These options allow you to transition out of the home while avoiding foreclosure.

Benefits of a Short Sale or Deed in Lieu include:

- You can avoid foreclosure by exiting the property, even if you owe more than the property is worth.
- You may be eligible for relocation assistance.

NOTE: To be reviewed for a Short Sale or Deed in Lieu of foreclosure, additional information and/or documents may be required.

We are here to help! Tara Loverso has been assigned as your relationship manager and will be your designated representative for resolution, inquiries and submission of documents.

[REDACTED] 3305

OCWN_STND_ALNE_DENL

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is purely provided to you for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.



MORTGAGE

If you have any questions or would like information regarding other assistance options that may be available to you such as other modification programs, a short sale or deed in lieu of foreclosure, please call your Relationship Manager Tara Loverso toll-free at 800-750-2518, extension 80302. We are available Monday through Friday 8:00 am to 8:00 pm ET.

Sincerely,

Loan Servicing

8305

OCWN_STND_ALNE_DENL

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is purely provided to you for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.



MORTGAGE

What should you do if you disagree with the reason(s) for non-approval?

If you disagree with the reason(s) for non-approval, please contact us at:

PHH Mortgage Services
Escalations Department
P.O. Box 5432
Mount Laurel, NJ 08054
Email: EscalatedCases@mortgagefamily.com

3305

OCWN STND ALNE DENL

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is purely provided to you for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.



ADDITIONAL ASSISTANCE IS AVAILABLE

If you are experiencing a financial hardship, housing counseling may be a way to help you manage your finances. We urge you to contact HUD approved agencies to obtain assistance in keeping your home. This assistance is available at no charge.

HUD Approved Housing Counseling	(800) 569-4287	www.HUD.gov
Homeowner's HOPE Hotline Number	(888) 995-4673	www.hopenow.com
Fannie Mae Assistance Program	(800) 232-6643	www.knowyouroptions.com
Consumer Financial Protection Bureau (CFPB)	(855) 411-2372	www.consumerfinance.gov/mortgagehelp/
Freddie Mac Assistance Program		http://myhome.freddie.mac.com/

If you would like to submit a qualified written request, a notice of error or a request for information, you must use the following address:

PHH Mortgage Services
PO Box 66002
Lawrenceville, NJ 08648

Exhibit 3

Declaration of Hilary H. Sommer

**UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

-----X	:	
Alberto Rodriguez, <i>et al.</i>	:	
	:	Adv. Proc. 19-01320 (MG)
Plaintiffs,	:	
	:	
v.	:	
	:	
Residential Capital, LLC, <i>et al.</i>	:	
	:	
Defendants.	:	
-----X	:	
In re	:	Case No. 12-12020 (MG)
	:	
Residential Capital, LLC, <i>et al.</i> ,	:	Chapter 11
	:	
Debtors	:	Jointly Administered
-----X	:	

**DECLARATION OF HILARY H. SOMMER IN OPPOSITION TO PLAINTIFFS'
MOTION FOR LEAVE TO AMEND THE ADVERSARY PROCEEDING**

Pursuant to 28 U.S.C. § 1746, Hilary H. Sommer states as follows:

1. I am an attorney for Ocwen Loan Servicing, LLC ("Ocwen") in this case.
2. On or about December 11, 2017, Plaintiffs filed a lawsuit in the Circuit Court of St. Louis County, Missouri as Case No. 17SL-CC04887 and entitled *Alberto Rodriguez and Maria Rodriguez v. Ocwen Loan Servicing, LLC, et al* ("State Court Action"). A true and accurate copy of the State Court Action docket is attached hereto as Exhibit 3-A.
3. The petition filed in the State Court Action named as defendants, Ocwen, Substitute Trustee Services and Does 1 through 15 inclusive. A true and accurate copy of the Petition is attached hereto as Exhibit 3-B.

4. Ocwen filed a Motion to Dismiss the State Court Action for failure to state a claim on January 23, 2018. A true and accurate copy of the Motion to Dismiss is attached hereto as Exhibit 3-C.

5. Plaintiffs, who were pro se, filed a Motion for Leave to Amend the Claim for Damages on February 20, 2018, which included both a "statement of facts" and causes of action. A true and accurate copy of the Motion for Leave to Amend the Claim for Damages is attached hereto as Exhibit 3-D.

6. Plaintiffs were granted leave to amend their claim for damages by Order dated March 9, 2018. That Order also denied Ocwen's Motion to Dismiss and granted Ocwen thirty (30) days to submit a new responsive pleading. A true and accurate copy of the Order is attached hereto as Exhibit 3-E.

7. The Court thus treated the Motion for Leave to Amend Claim for Damages as a First Amended Petition.

8. Ocwen filed Motion to Dismiss the First Amended Petition for failure to state a claim on March 16, 2018. A true and accurate copy of the Motion to Dismiss the First Amended Petition is attached hereto as Exhibit 3-F.

9. Plaintiffs submitted an Opposition to the Motion to Dismiss on April 3, 2018. A true and accurate copy of the Opposition is attached hereto as Exhibit 3-G.

10. Argument on Ocwen's Motion to Dismiss was held, and the Court granted the Motion to Dismiss on June 4, 2018. A true and accurate copy of the Order and Judgment dismissing the case as to Ocwen is attached hereto as Exhibit 3-H.

11. Plaintiffs filed a Notice of Appeal to the Missouri Court of Appeals for the Eastern District on or about June 20, 2018. A true and accurate copy of the Notice of Appeal is attached hereto as Exhibit 3-I.

12. The appeal was given Case Number ED106849.

13. At the time the case was appealed, the State Court Action remained pending as to defendant Substitute Trustee Services.

14. Ocwen moved to dismiss the appeal for lack of jurisdiction because there was not a final, appealable judgment since there were claims still pending in the trial court on March 25, 2019. A true and accurate copy of the Motion to Dismiss the appeal is attached hereto as Exhibit 3-J.

15. On or about April 3, 2019, the Court of Appeals issued its Order holding there was not a final, appealable judgment and dismissing the appeal. A true and accurate copy of the Order is attached hereto as Exhibit 3-K.

16. The Plaintiffs moved to transfer the appeal to the Supreme Court of Missouri²¹, which was denied on April 16, 2019. True and accurate copies of the Motion for Transfer and the Order of Denial are attached hereto as Exhibit 3-L and 3-M, respectively.

17. In the State Court Action, Plaintiffs voluntarily dismissed Substitute Trustee Corporation on April 9, 2019. A true and accurate copy of the Dismissal is attached hereto as Exhibit 3-N.

18. On June 10, 2019, the Court of Appeals issued its mandate to the trial court. A true and accurate copy of the Mandate is attached hereto as Exhibit 3-O.

19. There were no further filings in the State Court Action. (Ex.3-A.)

20. The allegations in the Petition and First Amended Petition for Damages are substantially simliar, and in many cases identical, to the Complaint filed in this adversary proceeding.

21. Specifically, the Petition and the First Amended Petition aver causes of action against Ocwen for trespass, trover, covenant, fraud and quiet title.

22. The Petition and First Amended Petition include a "bill" alleging Plaintiffs' damages that is identical to the "bill" included in the instant Complaint.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 24th day of February, 2020.

/s/ Hilary H. Sommer
Hilary H. Sommer

Exhibit 3-A



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17SL-CC04487 - ALBERTO RODRIGUEZ ET A V OCWEN LOAN SERVICING, LLC

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[Parties & Attorneys](#)
[Docket Entries](#)
[Charges, Judgments & Sentences](#)
[Service Information](#)
[Filings Due](#)
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[Civil Judgments](#)
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Display Options:

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☐ Ascending

06/10/2019 ☐ [Mandate from MO Ct of Appeals](#)

THE APPEAL FROM THE JUDGMENT OF THE ST. LOUIS COUNTY CIRCUIT COURT IS HEREBY DISMISSED.

04/09/2019 ☐ [Voluntary Dismissal Filed](#)

Filed By: ALBERTO RODRIGUEZ

09/04/2018 ☐ [Judge/Clerk - Note](#)

Certified copy of legal file prepared for Alberto Rodriguez.

08/31/2018 ☐ [Filing:](#)

REQUESTING TRANSCRIPT FILED.

Filed By: ALBERTO RODRIGUEZ

☐ [Filing:](#)

Request for Transcript Filed.

06/27/2018 ☐ [Ackn Notice of Appeal Filed](#)

ACKNOWLEDGMENT FILED

06/22/2018 ☐ [Judge/Clerk - Note](#)

COPY OF ALBERTO RODRIGUEZ, PLAINTIFF, NOTICE OF APPEAL EMAILED TO MISSOURI COURT OF APPEALS WITH RECEIPT #21SL4122553. COPY OF PLAINTIFF'S NOTICE OF APPEAL TRANSMITTED THROUGH THE E-FILING SYSTEM TO ATTY. ROBERT J. HURTT.

Filed By: ALBERTO RODRIGUEZ

06/20/2018 ☐ [Receipt Filed](#)

FILING FEE ON APPEAL PAID RECEIPT #21SL4122553

Filed By: ALBERTO RODRIGUEZ

☐ [Notice of Appeal Filed](#)

Filed By: ALBERTO RODRIGUEZ

06/18/2018 ☐ [Filing:](#)

06/11/2018 ☐ [Judge/Clerk - Note](#)

AMENDED PETITION NEEDS TO BE SIGNED BY JUDGE

06/08/2018 ☐ [Request Filed](#)

ALIAS REQUEST

☐ [Amended Motion/Petition Filed](#)

SECOND AMENDED PETITION

☐ [Receipt Filed](#)

06/06/2018 ☐ **Tried by Court-Civil**

☐ [Judgment Entered](#)

ORDER AND JUDGMENT FILED. THE COURT ARGUMENT ON MAY 11, 2018 ON THE MOTION TO DISMISS FIRST AMENDED PETITION FILED BY DEFENDANT OCWEN LOAN SERVICING LLC (OCWEN). PLAINTIFF APPEARED PRO SE AND DEFENDANT OCWEN APPEARED BY COUNSEL. THEREAFTER, THE COURT TOOK THE MATTER UNDER SUBMISSION. THE COURT HAS REVIEWED PLAINTIFFS FIRST AMENDED PETITION AND CONSIDERED THE ARGUMENTS OF PLAINTIFF AND OF DEFENDANTS COUNSEL. THE COURT FINDS THAT PLAINTIFF FAILS TO PLEAD SUFFICIENT FACTS TO STATE A CAUSE OF ACTION. ACCORDINGLY, IT IS THE ORDER OF THE COURT THAT DEFENDANT OCWEN'S MOTIONS TO DISMISS PLAINTIFFS FIRST AMENDED PETITION IS GRANTED. SO ORDERED: JUDGE NANCY M. WATKINS MCLAUGHLIN DIV 21

Associated Entries: 03/16/2018 - [Motion to Dismiss](#)

Associated Entries: 05/11/2018 - [Cause Taken Under Advisement](#)

05/11/2018 ☐ [Cause Taken Under Advisement](#)

CAUSE CALLED ON DEFENDANT OCWEN LOAN SERVICING LLC'S MOTION TO DISMISS FIRST AMENDED PETITION. PLAINTIFFS APPEARS PRO SE. DEFENDANT APPEARS BY COUNSEL. MOTION HEARD AND TAKEN UNDER SUBMISSION. RE PLAINTIFF DEMAND DISCOVERY OF DOCUMENTATION.

Filed By: ROBERT JACOB HURTT

Associated Entries: 06/06/2018 - [Judgment Entered](#)

Associated Entries: 03/16/2018 - [Motion to Dismiss](#)

☐ **Motion Hearing Held**

Scheduled For: 05/11/2018; 8:30 AM ; NANCY WATKINS MCLAUGHLIN; St Louis County

04/20/2018 ☐ **Hearing Held**

Scheduled For: 04/20/2018; 8:30 AM ; NANCY WATKINS MCLAUGHLIN; St Louis County

☐ [Memorandum Filed](#)

DFT'S MOTION TO DISMISS IS CURRENTLY SET FOR HEARING ON 5/11/18 @ 830AM SO ORDERED: JUDGE NANCY M. WATKINS MCLAUGHLIN

04/03/2018 ☐ [Correspondence Filed](#)

opposition to the defendant ocwen loan servicing llc motion to dismiss the first amended petition claim of the plaintiff

Filed By: ALBERTO RODRIGUEZ

☐ [Memorandum Filed](#)

memorandum of points and authorities in support of opposition to the defendant ocwen loan servicing llc motion to dismiss the first amended petition (claim) of the plaintiff

Filed By: ALBERTO RODRIGUEZ

03/24/2018 ☐ **Motion Hearing Scheduled**

Associated Entries: 05/11/2018 - **Motion Hearing Held**

Scheduled For: 05/11/2018; 8:30 AM ; NANCY WATKINS MCLAUGHLIN; St Louis County

03/20/2018 ☐ [Amended Notice of Hrng Filed](#)

Amended Notice of Hearing.

Filed By: ROBERT JACOB HURTT

On Behalf Of: OCWEN LOAN SERVICING, LLC

03/16/2018 ☐ **Motion Hearing Scheduled**

Associated Entries: 04/20/2018 - **Hearing Held**

Scheduled For: 04/20/2018; 8:30 AM ; NANCY WATKINS MCLAUGHLIN; St Louis County

☐ **[Notice of Hearing Filed](#)**

Notice of Hearing.

Filed By: ROBERT JACOB HURTT

On Behalf Of: OCWEN LOAN SERVICING, LLC

☐ **[Motion to Dismiss](#)**

Defendant Ocwen Loan Servicing, LLCs Motion to Dismiss First Amended Petition.

Filed By: ROBERT JACOB HURTT

Associated Entries: 05/11/2018 - **[Cause Taken Under Advisement](#)** 

Associated Entries: 06/06/2018 - **[Judgment Entered](#)** 

☐ **Hearing Continued/Rescheduled**

Hearing Continued From: 03/09/2018; 8:30 AM Motion Hearing

03/09/2018 ☐ **[Order](#)**

CAUSE CALLED ON DEFENDANT OCWEN LOAN SERVICING LLCs MOTION TO DISMISS PLAINTIFFS APPEAR PRO SE DEFENDANT APPEARS BY COUNSEL BY CONSENT PARTIES AGREE TO BEAR ARGUMENTION PLAINTIFFS UNNOTICED MOTION FOR LEAVE TO AMEND CLAIM FOR DAMAGES OVER DEFENDANTS OBJECTION PLAINTIFFS MOTION IS GRANTED DEFENDANT HAS 30 DAYS TO FILE A RESPONSIVE PLEADING DEFENANTS MOTION IS THUS DENIED AS MOOT AT THIS TIME SO ORDERED: JUDGE NANCY M. WATKINS MCLAUGHLIN DIV 21 Court Reporter: Constance Petzall

Filed By: ALBERTO RODRIGUEZ

Associated Entries: 01/23/2018 - **[Motion to Dismiss](#)** 

Associated Entries: 02/20/2018 - **[Memorandum Filed](#)**

03/06/2018 ☐ **Judge/Clerk - Note**

COURT WILL CONSIDER MOTION UPON NOTICE AND HEARING OR UPON CONSENT OF ALL PARTIES SO ORDERED: JUDGE NANCY M. WATKINS MCLAUGHLIN DIV 21

03/02/2018 ☐ **[Request Filed](#)**


NOTICE AND DEMAND REGARDING INSTALLATION OF A STANDARD NON-MILITARY FLAG IN THE COURTROOM

Filed By: ALBERTO RODRIGUEZ

02/20/2018 ☐ **[Motion for Leave](#)**

☐ **[Memorandum Filed](#)**

Filed By: ALBERTO RODRIGUEZ

Associated Entries: 03/09/2018 - **[Order](#)** 

02/06/2018 ☐ **[Filing:](#)**

OPPOSITION TO THE DEFENDANT, OCWEN LOAN SERVICING, LLC'S MOTION TO DISMISS THE CLAIM (COMPLAINT) OF THE PLAINTIFF

Filed By: ALBERTO RODRIGUEZ

☐ **[Memorandum Filed](#)**

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF OPPOSITION TO THE DEFENDANT, OCWEN LOAN SERVICING, LLC'S MOTION TO DISMISS THE CLAIM (COMPLAINT) OF THE PLAINTIFF

01/31/2018 ☐ **Motion Hearing Scheduled****Associated Entries:** 03/16/2018 - **Hearing Continued/Rescheduled****Scheduled For:** 03/09/2018; 8:30 AM ; NANCY WATKINS MCLAUGHLIN; St Louis County☐ **Notice of Hearing Filed**

Notice of Hearing.

Filed By: ROBERT JACOB HURTT**On Behalf Of:** OCWEN LOAN SERVICING, LLC**01/29/2018** ☐ **Motion to Quash**

Interested Party STCs Motion to Quash Suggestions in Support; Ex A; Ex B; Electronic Filing Certificate of Service.

01/23/2018 ☐ **Motion to Dismiss**

Defendant Ocwen Loan Servicing, LLCs Motion to Dismiss.

Filed By: ROBERT JACOB HURTT**On Behalf Of:** OCWEN LOAN SERVICING, LLC**Associated Entries:** 03/09/2018 - **Order** ☐ **Entry of Appearance Filed**

Entry of Appearance.

Filed By: ROBERT JACOB HURTT**On Behalf Of:** OCWEN LOAN SERVICING, LLC**01/02/2018** ☐ **Agent Served**

Document ID - 17-SMOS-1214; Served To - OCWEN LOAN SERVICING, LLC; Server - DEPOLITO, SCOTT; Served Date - 29-DEC-17; Served Time - 00:00:00; Service Type - Territory 20; Reason Description - Served; Service Text - LC

12/27/2017 ☐ **Notice**

NOTICE OF PENDANCY OF ACTION NOTIE OF LIS PENDENS

Filed By: ALBERTO RODRIGUEZ**12/12/2017** ☐ **Judge/Clerk - Note**

SERVICE PAPERS MAILED TO PLTP WITH INSTRUCTIONS FOR OBTAINING SERVICE OUTSIDE OF ST LOUIS COUNTY.

☐ **Summ Issd- Circ Pers Serv O/S**

Document ID: 17-SMOS-1214, for OCWEN LOAN SERVICING, LLC. Summons Attached in PDF Form for Attorney to Retrieve from Secure Case.Net and Process for Service.

12/11/2017 ☐ **Receipt Filed**☐ **Filing:**

PLAINTIFF'S SERVICE INSTRUCTIONS

☐ **Exhibit Filed**☐ **Confid Filing Info Sheet Filed**☐ **Pet Filed in Circuit Ct**☐ **Judge Assigned**

DIV 21

Exhibit 3-B

1 Alberto Rodriguez and
2 Maria Rodriguez
3 Plaintiffs,
4 1232 Wissmann Drive
5 Ballwin, Missouri republic
6 near [63011]

FILED

DEC 11 2017

JOAN M. GILMER
CIRCUIT CLERK, ST. LOUIS COUNTY

7 IN THE ST. LOUIS CIRCUIT COURT
8
9 IN AND FOR THE STATE OF MISSOURI

10 Alberto Rodriguez and Maria Rodriguez

Case No.: 17SL-CC04487

11 Plaintiffs, Prosecutors,
12 Aggrieved Parties

DIV. 21

13 v.

Claim Filed: For Action of Trespass on
the Case, Action of Trover, Action of
Covenant,

14
15 OCWEN LOAN SERVICING, LLC
16 SUBSTITUTE TRUSTEE
17 CORPORATION
18 DOES 1 through 15, inclusive,
19 Defendants

TRIAL BY JURY
DEMANDED

20
21 **I. STATEMENT OF FACTS OF THE CASE**

22 1. We, the Plaintiffs, hereby file this claim as a law case pursuant to Article III, Section 2 of the
23 Constitution. I, Alberto Rodriguez and one of the people of Missouri in this Court of Record, and
24 I, Maria Rodriguez, am one of the people of Missouri in this court of record. OCWEN LOAN
25 SERVICING, LLC is a Florida Corporation and is domiciled in Florida, Substitute Trustee
26 Corporation is a Missouri Corporation. The original lender, HOMECOMINGS FINANCIAL,
27 LLC was placed into receivership and the loan servicing rights for their Loan Servicing
28

1 Company, GMAC Mortgage, LLC, an affiliate was purchased by OCWEN LOAN SERVICING,
2 LLC. The subject property is located at 1232 Wissmann Drive, Ballwin, Missouri. The Plaintiff
3 purchased a home with Homecomings Financial, LLC and the subject loan was apparently
4 informally transferred into a REMIC, sometime after the initial loan documents were signed. The
5 term REMIC, which is an acronym for Real Estate Mortgage Investment Conduit.

6
7 2 . It is common place for these REMICs to neglect to obtain the proper assignments of
8 the note and deed of trust within 90 days of the start-up date of the REMIC as required under
9 Federal law, see Title 26 US Code, § 860D and 860G. This appears to be what happened here
10 The tax-exempt status of the REMIC is contingent upon the assignments occurring within the 90-
11 day time frame required under Title 26, US Code. The Pooling and Servicing Agreement and the
12 Prospectus requires the assignment of the loan within 90 days as well.

13
14 **Delayed Assignment of the Deed of Trust Makes the Assignment Ineffective under**
15 **Missouri Law.**

16
17 3. Under Federal law, a Mortgage assignment is invalid when the Deed of Trust is not
18 assigned to the REMIC within 90 days of the start-up date of the REMIC, see Title 26 US Code,
19 §§ 860D and 860G. See also Glasky v. Bank of America, 218 Cal App 4th 1079 (2013). In
20 Glasky v. Bank of America, NA, supra, the court of Appeals ruled that the Assignment of the
21 Deed of Trust to a REMIC was signed several years after the cut off date and was an ineffective
22 transfer of the Deed of Trust. Homecomings Financial, LLC, who is a Depositor and the Trustee
23 of numerous REMICS managed by them, failed to arranged to have the Deed of Trust assigned
24 to FREDDIE MAC, as required under Federal law, see Title 15 US Code, § 1641(g), Title 26 US
25 Code § 860D and 860G many years after the cut off date of the REMIC that was created by
26 them, violating the Pooling and servicing agreement and the above cited Federal laws.
27
28

1 4. When there is no Assignment of the Deed of Trust, the loan servicer and the assignee
2 lacks standing because their status as a lender is without force and effect, every subsequent
3 assignment of the Deed of Trust and other document filed at the County Recorder's Office, such
4 as a Substitution of Trustee document is void and without force and effect in law. The original
5 Trustee is Milsap & Singer, P.C., a Missouri Corporation. The alleged current Trustee is
6 Substitute Trustee Corporation, with no formal Assignment of the Deed of Trust and no written
7 Substitution of Trustee document filed in the County Recorder's Office. The assignments of the
8 Loan must be in writing according to Federal Statutes cited above, Title 15, US Code §§ 1641(f)
9 and 1641(g), Title 26 US Code §§ 860D and 860G. In addition, the Trustees that have been
10 informally substituted by the alleged Assignees are not assignees, and thereby they cannot
11 exercise the powers of a lender when appointing substituted Trustees under the Deed of Trust.
12 The informal Trustees appointment, that was, thereby void and they cannot issue a valid Notice
13 of Default, Notice of Trustee Sale, nor can they conduct a trustees sale under the powers given
14 under the Deed of Trust.
15
16
17

18 5. In Missouri, the common law of England is the rule of decision in the courts in this
19 state, see RSMO Missouri Revised Statutes in the
20

21 — 1. The common law of England and all statutes and acts of parliament made
22 prior to the fourth year of the reign of James the First, of a general nature, which are not
23 local to that kingdom and not repugnant to or inconsistent with the Constitution of the
24 United States, the constitution of this state, or the statute laws in force for the time being,
25 are the rule of action and decision in this state, any custom or usage to the contrary
26 notwithstanding, but no act of the general assembly or law of this state shall be held to be
27 invalid, or limited in its scope or effect by the courts of this state, for the reason that it is
28 in derogation of, or in conflict with, the common law, or with such statutes or acts of
parliament; but all acts of the general assembly, or laws, shall be liberally construed, so
as to effectuate the true intent and meaning thereof.

1 7. While an informal assignment may have occurred in 2006, a formal written assignment
2 was never executed until many years after the REMIC was formed by FREDDIE MAC. Title 15
3 US Code, § 1641(g) requires the loan to be assigned to the assignee and recorded within the real
4 estate records as follows:

5 **(g) Notice of new creditor**

6 **(1) In general**

7 In addition to other disclosures required by this subchapter, not later than 30 days after the
8 date on which a mortgage loan is sold or otherwise transferred or assigned to a third party, the
9 creditor that is the new owner or assignee of the debt shall notify the borrower in writing of
such transfer, including-

10 (A) the identity, address, telephone number of the new creditor;

11 (B) the date of transfer;

12 (C) how to reach an agent or party having authority to act on behalf of the new creditor;

13 (D) the location of the place where transfer of ownership of the debt is recorded; and

14 (E) any other relevant information regarding the new creditor.

15
16 8. This assignment did not occur within 90 days of the start up date of the REMIC. **IN**
17 **FACT THIS ASSIGNMENT DID NOT OCCUR AT ALL.** It appears that the Deed of Trust
18 was signed on September 14, 2006, see **Exhibit A**, attached and incorporated by reference. The
19 question still arises how can the above-named REMIC trustee, FEDERAL HOME LOAN
20 MORTGAGE CORPORATION, hereinafter FREDDIE MAC, still be the assignee when there is
21 no written assignment of Deed of Trust in the real estate records for St Louis County. The
22 written assignment to FREDDIE MAC was never made within 90 days of the start-up date of the
23 REMIC as required under Title 26 US Code, § 860D and 860G.
24

25
26 9. Banks and their agents cannot assign a Deed of Trust when they do not have an interest
27 in the mortgage loan and the original lender is currently in bankruptcy. HOMECOMINGS
28

1 FINANCIAL NETWORK, INC. was restructured by its parent company GMAC
2 ACCEPTANCE, and they changed their name to HOMECOMINGS FINANCIAL, LLC, before
3 filing bankruptcy along with affiliated companies such as GMAC MORTGAGE, LLC and their
4 parent company RESIDENTIAL CAPITAL, LLC.

5 10. The Assignment is required to be made in writing and recorded in the Real Estate
6 Records in the County where the subject property is located, see Title 15 US Code, Section
7 1641(g), Title 26 US Code, §§ 860D and 860G. The recorded Assignment of Deed of Trust was
8 never signed and recorded and many years after the REMIC was required to have the loan
9 assigned to them there is no record of an assignment. FREDDIE MAC is the Trustee of the
10 REMIC that was apparently informally assigned the Deed of Trust. **The original lender is no**
11 **longer operating as a business and cannot assign the mortgage.** As a result, any subsequent
12 Assignment of Deed of Trust and the Substitutions of Trustee are void ab initio having been
13 signed by someone who lacked standing to execute such documents. Also, all of the actions
14 taken by the substituted trustees who were informally appointed by parties who are a stranger to
15 the transaction without benefit of a written Assignment of Deed of Trust, is without any power to
16 act on behalf of a bankrupt lender, HOMECOMINGS FINANCIAL NETWORK, INC. AKA
17 HOMECOMINGS FINANCIAL, LLC.

20 11. Durable power of attorney, is required for MERS to act as the original lender's agent.
21 The Word "NOMINEE" does not empower MERS to effectuate an assignment of the mortgage.
22 MERS may not validly assign a mortgage based on its nominee status, absent some evidence of
23 specific authority to assign the deed of trust and the note and does not empower MERS to
24 effectuate an assignment of the deed of trust. This was the conclusion that was made by the
25 Missouri Court of Appeals, Eastern District in Bellistri v. Ocwen Loan Servicing, L.L.C. 284
26 S.W. 3d 619, (2009), when the court ruled that MERS was not given the power to assign the note
27
28

1 and, therefore, the assignment of the deed of trust was ineffective because the assignor cannot
2 split the assignment of Deed of Trust from the note so that there are two owners, one for the note
3 and the other for the Deed of Trust. The court in *Bellistri v. Ocwen Loan Servicing, L.L.C.*,
4 stated:

5 When it assigned the deed of trust, MERS attempted to transfer to Ocwen the
6 deed of trust "together with any and all notes and obligations therein described or referred
7 to, the debt respectively secured thereby and all sums of money due and to become due."

8 The record reflects that BNC was the holder of the promissory note. There is no
9 evidence in the record or the pleadings that MERS held the promissory note or that BNC
10 gave MERS the authority to transfer the promissory note. MERS could not transfer the
11 promissory note; therefore the language in the assignment of the deed of trust purporting
12 to transfer the promissory note is ineffective.
13

14
15
16 12. Similarly, the Alberto and Maria Rodriguez note and Deed of Trust was not assigned to
17 anyone and thus the analogy to the *Bellistri v. OCWEN LOAN SERVICING, LLC* is a good
18 example of a parallel case because the alleged creditors lacked standing for almost the same
19 reason. Today the original creditor is in Chapter 11 bankruptcy and cannot assign the Deed of
20 Trust and note because they need permission from the bankruptcy judge to do so.

21 12. Also, under Missouri law the borrower can challenge the validity of the procedures
22 followed by the lender and can challenge and enforce the faithful application of the conditions
23 precedent to foreclosure, which, of course includes the full disclosure of the payment of a claim
24 of a defaulted mortgage under a Primary mortgage insurance policy, see *Bellistri v. Ocwen Loan*
25 *Servicing, LLC, Supra; Yvanova v. New Century Mortgage, 62 Cal 4th 919 (2016).*
26

1 13. The Defendants are homeowners, whose rights have been set aside by certain
2 administrative actions taken by the Defendants.

3 14. The Defendants have acted in absolute defiance of the common law and Uniform
4 Commercial Code, and have acted as if they have powers to enforce the note even though they
5 have not proven their ownership interest in the note and have not proven their possession of the
6 original note. The Plaintiff has a common-law duty to bring forward evidence that they are in
7 possession of the note, see Missouri Commercial Code RSMO § 400.3-501(6) and either (1.)
8 acting in their capacity as an assignee of the note and Deed of Trust; or (2.) acting on behalf of
9 the assignee of the note and Deed of Trust. The original note was executed by the Plaintiffs, with
10 HOMECOMINGS FINANCIAL NETWORK, INC. The Deed of Trust was apparently
11 informally assigned to a REMIC, that is sponsored by FREDDIE MAC, see **Exhibit B**, a
12 statement from the Freddie Mac website asserting that Freddie Mac owns the Alberto and Maria
13 Rodriguez loan, attached and incorporated by reference, described above, however the
14 assignment was never assigned by a written assignment by the original lender, and is ineffective.
15 We, the Plaintiffs went onto the FREDDIE MAC website, recently and discovered that
16 FREDDIE MAC is claiming to be the lender and the assignee of the note and deed of trust,
17 which they describe as the loan, see **Exhibit B**, attached and incorporated by reference. Based
18 upon the foregoing there is more than one alleged creditor claiming to be the lender or the
19 assignee of the Alberto Rodriguez loan, Ocwen Loan Servicing, LLC and FREDDIE MAC. The
20 Note was apparently endorsed in blank, in violation of Missouri Commercial Code § 400.3-110,
21 which requires the note to be endorsed to the Trustee whenever the assignee is a trust.
22
23
24

25 15. OCWEN LOAN SERVICING, LLC as Claimant, participated in contract and
26 commercial activity in respect to a Non-Negotiable Instrument Note, which is attached to a bond,
27 which is expressly governed by Federal law and the Uniform Commercial Code which are
28

1 uniform statutory laws of all of the United States of America including the District of Columbia
2 and all fifty states. As the Plaintiffs, we make the claim that the instrument/obligation became
3 void when the Defendants participated in fraudulent and illegal activity, violating the rules and
4 the laws under which the note/instrument bond is expressly governed. According to the
5 FREDDIE MAC website discussed above, from the loan servicer this loan was securitized and
6 sold to an undisclosed REMIC [REAL ESTATE MORTGAGE INVESTMENT CONDUIT] that
7 is under the management control of FREDDIE MAC, who is the Indenture Trustee of said
8 REMIC, Given the fact that these notes are almost always endorsed in blank, the parties cannot
9 foreclose because of the lack of a written assignment of the Deed of Trust recorded in the County
10 Real Estate Records. Additionally, the note and deed of Trust cannot be irreparably split, see
11 Bellistri v. Ocwen Loan Servicing, LLC, supra.
12

13 16. If an assignee has been assigned the note and deed of trust they have to have
14 possession of both instruments and be the holder-in-due-course of these instruments, pursuant to
15 the relevant sections of the UCC and Missouri Commercial Code. They have steadfastly refused
16 to bring forward evidence that they are in possession of the note and deed of trust. This means
17 that the entire foreclosure process was void ab initio. This demonstrates that the Plaintiffs claims
18 as a mortgage creditor are inaccurate and incomplete at best or fraudulent at worst. The
19 Defendants in that case have failed to rebut, refute, challenge or deny the allegations related to
20 their fact that they lack standing, see Bellistri v. Ocwen Loan Servicing, LLC, 284 S.W. 3d 619,
21 (2009). The Defendants are lack standing because the note and Deed of Trust is split and the
22 foreclosing party is not the assignee of the note and deed of trust.
23
24

25 17. Furthermore, the Defendants never brought forward evidence that they provided the
26 proper notification regarding any alleged assignment of the note or specifically what rights were
27 assigned, which is required under Uniform Commercial Code, see Kirby v. Palos Verdes Escrow
28

1 Company, 183 Cal App. 3d 57, at 227 (Calif. Court of Appeal First, 1986). Also, there was no
2 evidence advanced that either OCWEN LOAN SERVICING, LLC or the Substitute Trustee
3 Corporation as to who the assignee is in violation of Title 15 US Code §§ 1641(f) and 1641(g),
4 requiring the assignee to give notice of the identity, address and phone number of the assignee
5 within 30 days of the assignment. In addition, Title 15, US Code, § 1641(f) mandates that the
6 loan servicer cannot function as an assignee of the loan for administrative convenience. The
7 assignee has to give notice that the alleged assignee or others were in possession of the note or
8 security instrument, as a requirement for enforcement, see Matter of Staff Mortg. & Inv., 550 F
9 2d 1228 (Ninth Circuit, 1977), also cited in Kirby, Supra. This is a requirement in all 50 states,
10 pursuant to each states version of the UCC. There is a no Substitution of Trustee document
11 substituting the Trustee, therefore the trustee has acted without standing as well.
12

13 18. There is no admissible evidence that the Defendants are the lawful assignee of the
14 note and deed of trust. The evidence that has been supplied in this regard appears to be falsified
15 and lacks the kind of genuineness and authentication that is expected in mortgage documents
16 generally. The approach has been trust us we are your assignee. FEDERAL HOME LOAN
17 MORTGAGE CORPORATION, aka FREDDIE MAC, in their capacity as the trustee of an
18 undisclosed REMIC is claiming to be the mortgage creditor without a proper chain of title to the
19 note and deed of trust, and, therefore, is a stranger to the transaction and does not have the right
20 of enforcement of the note and Deed of Trust as a stranger.
21

22 19. This court has a duty to honor and uphold the Missouri law, and various sections of
23 Missouri Commercial Code, especially Missouri Commercial Code § 400.3-301, which makes it
24 mandatory for the assignee to be in possession of the note and deed of trust. If FREDDIE MAC,
25 in their capacity as trustee, is the actual mortgage creditor there is no recorded chain of title
26 showing that FREDDIE MAC was ever the actual holder of the note and Deed of Trust as
27
28

1 required under Title 15, US Code, § 1641(g). There is also no admissible evidence from these
2 Defendants that signer of the Assignment of Deed of Trust was appointed as a MERS executive.
3 Missouri Commercial Code requires the trustee of a REMIC to be the assignee of a note, see
4 Missouri Commercial Code § 400.3-110 and UCC § 3-110. Without assignment and
5 endorsement of the note to the trustee of the REMIC, the REMIC, or their legal representative
6 the alleged assignee lacks standing. The chain of title is incomplete and does not supply the kind
7 of affirmation of creditor status that there should be when a mortgage or Deed of Trust is
8 assigned. The Defendants have collected money in the form of a payment of a mortgage
9 insurance claim from the mortgage insurance carrier, after the loan went into default and was
10 delinquent. The Defendants were paid by the mortgage insurance carrier, and now seek to be
11 paid a second time by foreclosing, which is double recovery.

12
13 20. Given that the failure to bring forward the note as requested, and required under UCC
14 3-501 and the equivalent under Missouri law, Missouri Commercial Code § 400.3-501, and the
15 defective claims by the Defendants, and the lack of a recorded Assignment of Deed of Trust,
16 signed by the original lender, in which the alleged holder of the Deed of Trust is claimed to be
17 FREDDIE MAC, we have a lawful right to enforce our rights to prevent irreparable harm,
18 discussed above.

19
20 21. In our Qualified Written Request, I asked the loan servicer to “exhibit the
21 Instrument”, which is **a lawful demand to bring forward the original note for my inspection,**
22 **in order to ascertain the genuineness of the Defendants claim.** Uniform Commercial Code
23 Section 3-501(b)(2) makes it mandatory for the creditor, making demands for payment to
24 **EXHIBIT THE INSTRUMENT**, see UCC 3-501(b)(2), and Missouri Commercial Code §
25 400.3-501(b)(2), see **Exhibit E**, attached and incorporated by reference. That Section of law
26 **makes the production of the note mandatory.** The ownership of the note and mortgage cannot
27
28

1 be split. The claims of the Defendants to be a creditor with the right to enforce the note and deed
2 of trust cannot be relied upon as authentic, because of the flaws and defects described above in
3 the recorded Assignment of the Deed of Trust, given the fact that the Defendants identified the
4 actual assignee of the Alberto Rodriguez loan as FREDDIE MAC, in their capacity as a trustee
5 and this supplies the court with an unsupported and unverified claim for the status as holder in
6 due course. The lack of a proper Assignment of the Deed of Trust to FREDDIE MAC violated
7 TITLE 15, US CODE § 1641(g) and was omitted in defiance of Title 15, US Code § 1641(g).
8

9 22. There is also a great deal of doubt as to whether or not the Defendants, have the note
10 in their possession. The question of ownership of the note is a vital part of determining who has
11 the right to foreclose and sell the property. This calls into question the validity of the foreclosure
12 and demonstrates that the title is not duly perfected. **We are told that the Defendants are the**
13 **holder of the note and Deed of Trust, with only hearsay evidence.** The loan servicer,
14 OCWEN LOAN SERVICING, LLC, claims to have powers to enforce the note and the Deed of
15 Trust based upon a flawed document, as discussed, see **Exhibit A**, attached and incorporated by
16 reference.
17

18 23. As a result of the foregoing, the title is not duly perfected, the Defendants do not have
19 good and perfected title to the note and Deed of Trust and the foreclosure is invalid and void,
20 meaning that the Courts, when asked to hear a foreclosure/eviction case, will not have
21 jurisdiction to hear this foreclosure/ eviction case.
22

23 24. The attorney acting on behalf of the alleged assignees has never sent us the contract
24 or agreement signed and executed by salaried employees of MERS and HOMECOMINGS
25 FINANCIAL NETWORK and FREDDIE MAC under the REAL PROPERTY Laws of
26 Missouri, the Missouri Statute of Frauds, authorizing MERS and subsequently OCWEN LOAN
27 SERVICING under the Laws of Agency to transfer and assign an Ownership Interests in the
28

1 Alberto Rodriguez Real Property as a Nominee for HOMECOMINGS FINANCIAL

2 NETWORK. A power of Attorney is required under Missouri law, see Missouri Revised Statutes
3 §§ 404.700 through 404.737.

4 25. There was no contract or agreement between HOMECOMINGS FINANCIAL
5 NETWORK, FREDDIE MAC, and MERS under the Missouri Statute of Frauds, granting MERS
6 and the signer of the Assignment, powers of attorney as Assignors as agents to sign the
7 Assignment of Deed of Trust. Therefore, the Foreclosure Action does not state conditions
8 precedent under Missouri law as Trustees. The Foreclosure Action fails to state a Claim upon
9 which the state and federal courts May Grant Relief as Affirmative Defenses and as a Threshold
10 Issue under Article 111 §§ 1 & 2 of the Federal Constitution. I have a right to challenge the
11 alleged status of an attorney in fact before assuming that the attorney in fact has the powers that
12 they allege.
13

14 26. The alleged assignee's attorney has never sent me a certified copy of the Durable
15 Power of Attorney as required under The Missouri Statute of Frauds Act, see Missouri Revised
16 Statutes § 432.010. Durable power of attorney, is required for MERS to act as the original
17 lender's agent, see Missouri Revised Statutes §§ 404.700-404.737. The Word "NOMINEE" does
18 not empower MERS to effectuate an assignment of the mortgage. MERS may not validly assign
19 a mortgage based on its nominee status, absent some evidence of specific authority to assign the
20 deed of trust and does not empower MERS to effectuate an assignment of the deed of trust.
21

22 27. Because MERS's members, the beneficial note holders, purported to bestow upon
23 MERS interests in real property sufficient to authorize the appointments of substitute trustees,
24 and to assign the Deed of Trust, the alleged agency relationship must be committed to writing by
25 application of the statute of frauds, see Missouri Revised Statutes § 432.010 cited above. A
26 power of attorney is necessary to show how the agent is vested with authority to assign a
27
28

1 mortgage, HSBC BANK, USA, NA v, Yeasmin, 866 NY S 2d 92(2008). In addition, the
2 Defendants have collected money for mortgage insurance, given the fact that we put down no
3 down payment when we financed the subject property triggered the requirements by FREDDIE
4 MAC to by mortgage insurance, see **Exhibit C**, attached and incorporated by reference, an
5 article about the business practices by Fannie Mae and Freddie Mac regarding mortgage
6 insurance, attached and incorporated by reference.
7
8

9 JURISDICTIONAL STATEMENT

10 28. Common law is the rule of decision in Missouri Courts, see Missouri Revised Statutes
11 § 1.010, which states:

12
13 **1.010. Common law in force — effect on statutes — failure to render**
14 **health care services, no common law cause of action. — 1.** The common law
15 of England and all statutes and acts of parliament made prior to the fourth year of
16 the reign of James the First, of a general nature, which are not local to that
17 kingdom and not repugnant to or inconsistent with the Constitution of the United
18 States, the constitution of this state, or the statute laws in force for the time being,
19 are the rule of action and decision in this state, any custom or usage to the
20 contrary notwithstanding, but no act of the general assembly or law of this state
21 shall be held to be invalid, or limited in its scope or effect by the courts of this
22 state, for the reason that it is in derogation of, or in conflict with, the common
23 law, or with such statutes or acts of parliament; but all acts of the general
24 assembly, or laws, shall be liberally construed, so as to effectuate the true intent
25 and meaning thereof.

26 29. Pursuant to Missouri Revised Statutes § 476.010, this Circuit Court is a court of
27 Record. The jurisdiction of this case is under Article III of the Constitution, which states and
28 provides for at Article III, Section 2, that the courts must hear cases filed under common law.
This is also stated in the Seventh Amendment. See Joseph Story “Commentaries on the
Constitution”, published in 1833. Judge story writes about this in Volume III at Page 506-7 of his

1 book Commentaries on the Constitution. We are invoking common law in this matter pursuant to
2 Article Three, Section Two of the US Constitution, see Callan v. Wilson, 127 U.S. 540, (1888)
3 "And as the guaranty of a trial by jury, in the third article, implied a trial in that mode, and
4 according to the settled rules of common law". Commentaries on the Constitution by Joseph
5 Story, Volume III, Pages 506-507. See also Robinson v. Campbell, 3 Wheat R. 212, 221, 223.
6 The Seventh Amendment to the US Constitution also requires that this case be adjudicated under
7 the rules of the common law in front of a jury, whenever the amount of the controversy exceeds
8 twenty dollars, see 443 Cans of Frozen Egg Product v. United States of America, 226 US 172
9 (1912).
10

11 30. For the Definition of a court of record see Black's Law Dictionary, Fourth Edition
12 pages 425 and 426 for further discussion of the court of record as follows; "Courts of record are
13 those whose acts and judicial proceedings are enrolled or recorded for a perpetual memory and
14 testimony and which have the power to fine and imprison for contempt..... A "court of record"
15 is a judicial tribunal having attributes and exercising functions independently of the Magistrate
16 designated generally to hold it, and proceeding according to the course of the common law,
17 its acts and proceedings being enrolled for a perpetual memorial. Jones v. Jones; 188 Mo.
18 App.220 175 S.W. 227, 229; Ex Parte Gladhill, 8 Metc., Mass. 171, per Shaw, C. J. See also
19 Ledwith v Rosalski; 244 N.Y. 406,155 N.E.688, 689." (emphasis mine). Common law
20 supersedes equity jurisdiction.
21

22 31. See Ex parte Watkins, 3 Pet., at 202-203. [cited by SCHNECKLOTH v.
23 BUSTAMONTE, 412 U.S. 218, 255 (1973): "The judgment of a court of record whose
24 jurisdiction is final, is as conclusive on all the world as the judgment of this court would be. It is
25 as conclusive on this court as it is on other courts. It puts an end to inquiry concerning the fact,
26 by deciding it."
27
28

32. I: a man, am Alberto Rodriguez, one of the people of Missouri in this court of record.
And I, a woman, Maria Rodriguez, am one of the people of Missouri in this court of record.

The Law of The Case

33. The law of the Case is the Common law of Missouri and the Constitution for the United States of America, and the US Constitution, especially the Fourth Amendment, **And the Rules of the Common law.**

- said wrongdoer(s) trespass upon Aggrieved party property by making unverified claims (See Exhibit A, B, C etc);
- the causal agent(s) of the trespass on the case, comes by way of unverified claims, while refusing to confirm or verify their claims on the property of the man and woman named above as the Plaintiff;
- 'Verified' in this matter is defined as: Appearing and swearing to the alleged debt or duty under oath but the party with firsthand knowledge to the facts.
- 'Property' in this matter includes: all commercial energy, rights, marriage property and offspring, land and buildings and any possessions of the Aggrieved Party.
- the continued trespass on the case did and does harm and injury to the Aggrieved Party property;
- the commencement of the wrong and harm began November 1, 2011;
- the wrong and harm continues to this day, November 28, 2017, and specifically aggravated by the signing of the Assignment of the Deed of Trust by a stranger to the transaction and they failed and refused to supply under oath or affirmation notice of their possession of the original note endorsed properly and failed to supply the 2046 balance

1 sheet, which resulted in administering my property without rights and violated Aggrieved
2 Party commercial energy; title to the property, and breach of covenant.

- 3 • wrongdoers did use US mail on many occasions to collect on a fraudulent debt and make
4 false claims exceeding their jurisdiction, see **Exhibit F**, a copy of the Mortgage
5 statement. The Defendants, received payment once already, by way of the 2046 Balance
6 Sheet, which states that the Mortgage debt is paid in full, thereby seeking to collect
7 double a recovery as follows: (1.) The Defendants were paid once from the 2046 Balance
8 Sheet and once from their planned foreclosure and subsequent sale of the subject
9 property. The Defendants additionally used threats of intimidation, double recovery, and
10 extortion using the mail, see **Exhibit D**, a mortgage statement, attached and incorporated
11 by reference.
12
- 13 • No man, woman, or inferior agency shall be authorized to remove this case or trespass
14 upon it, by attempting to change jurisdiction to other than this 'court of record' venue
15 chosen by the Plaintiff/ Prosecutor/ Aggrieved Party.
16
- 17 • Defendants/Wrongdoers are required to verify their claim under oath before this 'court of
18 record', as a party who is damaged, and who has firsthand knowledge to the facts. Any
19 party who does not have firsthand knowledge of the facts or cannot verify a contract,
20 shall not be authorized to speak. Failure to come forth by the deadline and appear shall
21 constitute default by Defendants/ Wrongdoers.
22
- 23 • Third party representation of the Defendants/ Wrongdoers is not authorized to speak for
24 them, unless that representative will also be under oath and swear to their claims, as a
25 first hand material witness.
26
27
28

- It is ordered that the Defendants/Wrongdoers and their representatives are required to submit their BAR member numbers, Badge#, surety bonds, and Oath of Office, when they respond to this claim.
- This further requires the **release of property** in the foreclosure case, until this matter is ruled upon by this court then holding said property causes further injury, and the jurisdiction of that case is now challenged. The release of property is so ordered.
- Statutes of limitations do not apply as plaintiffs/prosecutors are not proceeding according to statute. This court proceeds as a 'court of record' according to common law not inferior venue statutes, and further stated the Law of the Case.
- Defendant/Wrongdoers have 30 days from receipt of notice or summonses to appear and speak on the record.

BILL

34. We, require compensation for the initial and continual trespass upon our property;
- compensation due: release of all claims, liens, and damages two hundred sixty-eight thousand, dollars; additional compensation due should a fraudulent claim be found.
 - Plus \$1000 per day for time and legal expenses, calculated beginning 21 days after the date of notice to appear.
 - Exhibits, A, B, C, D, E, F, G attached.

First Cause of Action

Action of Trespass on the Case, Trespass Quare Clausum Fregit

1
2 35. The Plaintiffs do hereby incorporate by reference all of the previous paragraphs presented
3 in this claim as if fully incorporated herein.

4 36. The Plaintiffs do hereby aver and State the following: The Defendants are the causal
5 agents of the trespass on the case because they do not have a verified claim and do not have any
6 evidence of any ownership of the loan that is the subject of this complaint. The Defendants are
7 not assignees of the subject loan and have supplied no admissible evidence that they are
8 assignees of said loan, nor do they have any documented enforceable interest in the subject loan
9 except for hearsay, in violation of the rules of the common law. They have thereby violated the
10 laws of Missouri, see Bellistri v. Ocwen Loan Servicing, LLC.
11

12 37. The Defendants continue to trespass on the property of the Plaintiffs by demanding
13 payment of a debt for which they are strangers to the transaction and not lawfully entitled to
14 payment of money or property. They seek exclusive right, title and interest in the subject
15 property as strangers to the transaction with unverified claims. They have only a defective
16 recorded assignment of the subject loan and do not meet the REQUIREMENTS UNDER THE
17 COMMON LAW. This is a **TRESPASS QUARE CLAUSUM FREGIT**. This is a remedy, which
18 lies to recover damages when the defendant has unlawfully and wrongfully trespassed
19 upon the real estate of the plaintiff. The flawed documents make the attempted foreclosure
20 a conversion.
21

22 38. The Defendants are attempting to acquire the subject property by way of a defective
23 and unverified claim, with no written assignment from the original lender. The Plaintiff seeks
24 Declaratory relief in the nature of an order of cease and desist and an order stating that the
25 Defendants do not have any right, title or interest in the subject property, as stated above.
26 Additionally, because they have received payment in full of the mortgage from 2046 Balance
27
28

1 Sheet by the doctrine of laches and by tacit admission, as stated above, they do not have any
2 valid claim to collect any further, even if they could supply verification of their claims, assuming
3 that their unverified claims were valid. The Defendants are trespassers because of abuse of legal
4 process and are presenting themselves as mortgage creditors even though they are not mortgage
5 creditors because of the double recovery by way of the 2046 Balance Sheet described herein. The
6 Defendants are causal agents of the trespass because of the broken chain on title and the failure
7 to disclose the payment on the 2046 Balance Sheet. In addition, the Defendants have collected
8 Mortgage insurance premiums from the Plaintiffs for a mortgage insurance police that is in
9 place, given that the Plaintiffs did not put any money down on the subject property, which
10 triggered the purchase of mortgage insurance, see **Exhibit C**, attached and incorporated by
11 reference.
12

13 39. A man is a trespasser by his own direct action when he acts without any excuse; or he
14 may be a trespasser in the execution of a legal process in an illegal manner; 1 Chit. Pl. 183: 2
15 John. Cas. 27; or when the court has no jurisdiction over the subject-matter when the court has
16 jurisdiction but the proceeding is defective and void; when the process has been misapplied, as,
17 when the defendant has taken A's goods on an execution against B; when the process has been
18 abused 1 Chit. Pl. 183-187 in all these cases a man is a trespasser ab initio. And a person capable
19 of giving his assent may become a trespasser, by an act subsequent to the tort. If, for example, a
20 man takes possession of land for the use of another, the latter may afterwards recognize and
21 adopt the act; by so doing, he places himself in the situation of one who had previously
22 commanded it, and consequently is himself a trespasser, if the other had no right to enter, nor he
23 to command the entry. 4 Inst. 317; Ham. N. P. 215. Vide 1 Rawle's R. 121.
24
25

26 Bouvier's Law Dictionary, 1856.
27
28

Second Cause of Action

Action of Trover

40. The Plaintiffs do hereby incorporate by reference all of the previous paragraphs in this answer as if fully incorporated herein. The Defendants are seeking possession of the subject property by way of a forged document, which is void and unenforceable, see La Jolla Group v. Bruce, supra.

41. The Defendants seek title to the subject property even though they have been paid by way of the 2046 Balance Sheet as discussed above, which if successfully obtained will give them flawed and defective and fraudulent title to the property as a stranger to the transaction as discussed above. Consequently, the Defendants are the causal agents of the trover, having filed a 2046 Balance Sheet with the Federal Reserve, which states that the loan is paid in full.

42. The law does not allow title to be granted to someone with unverified claims. **And it has been decided that trover lies for title deeds; 2 Yeates, R. 537; and for a copy of a record. Hardr. 111. Vide 2 T. R. 788; 2 Salk. 654; 2 New Rep. 170; 3 Campb. 417; 3 Johns. R. 432; 10 Johns. R. 172; 12 Johns. R. 484; 6 Mass. R. 394; 17 Serg. & Rawle, 285; 2 Rawle, R. 241. The Fourth Amendment prohibits any claims to result in the issuance of a court order unless the claimant has verified their claim with an oath or affirmation, see Ex Parte Burford 7 US 448 (1806); Kalina v. Fletcher, 552 US 118 (1997).**

43. I seek a court order of cease and desist ordering the Defendants to stand down and cease any and all attempts to collect the mortgage debt with out an actual assignment of the note and deed of trust executed by the original lender. The Defendants do not have any right title or interest in the subject property based upon the foregoing and especially where they have recorded flawed documents that forms the foundation for their complaint for ownership of the

1 subject property. In addition, I ask that the accounting records be brought forward known as the
2 2046 Balance Sheet so that the Defendants can supply full disclosure in discovery of all
3 accounting and bookkeeping records relevant to accurately reflect the balance paid on the
4 account. The Defendants have collected money in the form of a payment of a mortgage insurance
5 claim from the mortgage insurance carrier, after the loan went into default and was delinquent.
6 The Defendants were paid by the mortgage insurance carrier, and now seek to be paid a second
7 time by foreclosing, which is double recovery.
8

10 Third Cause of Action

11 Action of Covenant

12
13
14 44. The Plaintiff does hereby incorporate by reference all of the previous paragraphs
15 presented in this claim as if fully incorporated herein.

16 45. To the extent that the Court grants any relief to the Plaintiffs we ask that the Deed of
17 Trust be enforced so that the paragraph at Section 11 at Page 9 Section 20, at Page 11 and 12 be
18 enforced and that only the original lender or a legitimate assignee of the note and Deed of Trust
19 may be allowed to foreclose on the subject property. We also ask the records of the debt having
20 been paid in full based upon the records of the 2046 Balance Sheet be brought forward and be
21 accounted for to offset the alleged debt that they claim that they have the right to collect,
22 although it is unverified and there is no assignment of the Deed of Trust and note. We also ask
23 that the records of the mortgage insurance policy and the records of all payments received by the
24 Defendants for a payment of the claims filed under the existing mortgage insurance policy be
25 brought forward.
26
27
28

1 46. If the Defendants are somehow able to confirm that they have a verified claim then
2 we ask that that claim be offset by the 2046 Balance Sheet that was collected when the
3 accounting records known as the 2046 Balance Sheet reflected the fact that the debt was paid in
4 full. We also ask that the payment of the mortgage insurance claim be applied to the account so
5 that the Plaintiffs can be properly credited with the full payment of the loan. It is well known that
6 Freddie Mac has purchased mortgage insurance for all of the loans in their loan portfolio where
7 the borrower put less than 20% down, which is the case with the Alberto Rodriguez loan.
8

11 Fourth Cause of Action

13 Action of Common Law Fraud

15 47. The Plaintiff does hereby incorporate by reference all of the previous paragraphs
16 presented in this claim as if fully incorporated herein.

17 48. The Defendants engaged in overt acts of fraud by engaging in the following conduct:
18 "The necessary elements of **fraud** are: (1) misrepresentation (false representation, concealment,
19 or nondisclosure); (2) knowledge of falsity (scienter); (3) intent to defraud (i.e., to induce
20 reliance); (4) justifiable reliance; and (5) resulting damage." (*Molko v. Holy Spirit Assn.* (1988)
21 46 Cal.3d 1092, 1108 [252 Cal. Rptr. 122, 762 P.2d 46]; see *Seeger v. Odell* (1941) 18 Cal.2d
22 409, 414 [115 P.2d 977, 136 A.L.R. 1291]; § 1709.)^[4] Only the last two elements are at issue in
23 this case.
24

25 49. **The Elements of Overt acts of misrepresentation and Fraud are present.** The
26 Defendants engaged in overt acts of fraud as follows: (1.) They misrepresented their status as an
27
28

1 assignee of the Deed of Trust and note on the subject property; (2.) They have misrepresented
2 themselves as mortgage creditors even though they are not mortgage creditors because they have
3 not assigned the Deed of Trust within 90 days of the start-up date of the Deed of Trust as
4 required by the Pooling and Servicing Agreement and as required under Title 26 US Code, §§
5 860D and 860G, therefore the assignment is ineffective and without force and effect in law; (3.)
6 They have already been paid the mortgage debt in full, since the debt was paid when they
7 prepared and executed the 2046 Balance Sheet, which documents the fact that the mortgage debt
8 is paid in full, and; (4.) They have not supplied a verified claim as that term is defined within the
9 body of this civil case and do not have a note endorsed in the name of the trustee of the trust that
10 allegedly holds the note, and therefore, they have no documented enforceable interest in the note
11 and Deed of Trust and there is no evidence that they have the note in their possession, and; (5.)
12 they have collected money from mortgage insurance claims for the subject property and not seek
13 double recovery by way of mortgage foreclosure.
14

15
16 **50. The elements of full knowledge and intent are present.** The Defendants did engage
17 in the above fraudulent actions knowingly, with full knowledge and intent, knowing that the
18 Assignment of Deed of Trust is flawed and defective forged, and knowing that they were
19 violating Missouri laws, recording a fraudulent document, Preparing a false document, record or
20 instrument in writing for any fraudulent or deceitful purpose. They failed to properly assign the
21 Deed of Trust and record said Assignment within 90 days of the start up date of the REMIC trust
22 and by the cut off date of the REMIC Trust, knowing the requirements of the relevant sections of
23 Title 26 and the requirements of the Pooling and Servicing agreement. They executed the 2046
24 Balance Sheet, knowing that the mortgage debt was paid in full. They know that the
25 requirements of a verified claim has not been met and they know that the do not have a properly
26 endorsed note as required under state law, see Pribus v. Bush, 118 Cal App. 3d 1003 (1981),
27
28

1 stating that the foreclosing party must have the note in their possession and the endorsement
2 must be in the note itself. Also, the Defendants and all of them with full knowledge and intent
3 did receive a mortgage insurance payoff from the mortgage insurance carrier without disclosure
4 of this fact that they received a mortgage insurance payoff.

5 **51. The elements of Justifiable Reliance and resulting damage are as follows:** We
6 justifiably relied upon the note and did not file a lawsuit against the lender immediately because
7 we trusted their misrepresentations that they are authorized to collect the debt and enforce the
8 note and deed of trust. We delayed filing this civil action until now because we believe their false
9 statements and misrepresentations and now we may lose the subject property as a result. This
10 will result in the loss of our property, which is the resulting damage. The Defendants are not
11 mortgage creditors, and are not authorized by law for all of the foregoing reasons to foreclose
12 and the file an unlawful detainer case against me.

14 **52. There is no Substitution of Trustee document, and no Assignment of Deed of Trust**
15 document on file at the County Records Office, see **Exhibit B**, attached and incorporated by
16 reference. The claim that MERS is a mortgage creditor and a beneficiary of the Mortgage is
17 contrary to the facts and contrary to the statements made by MERS by their own attorneys in
18 appellate court cases, where they have asserted that they are not mortgage creditors, and do not
19 hold the notes and deed of trust or mortgage because they only track mortgages. The Deed of
20 Trust document, see **Exhibit A**, states that only the original lender or an assignee can foreclose
21 on the mortgage under the terms and conditions of the Deed of Trust, where the original lender
22 failed to assign the note and deed of trust, see *Bellistri v. Ocwen Loan Servicing, LLC*, supra.
23 Evidence already presented demonstrates that (1.) The note was informally assigned to
24 FREDDIE MAC, and (2.) The Assignment of Deed of Trust does not exist, which makes all
25 subsequent documents, including but not limited any Substitution of Trustee void. The
26
27
28

1 foreclosure was conducted on behalf of Ocwen Loan Servicing, LLC who has no documented
2 enforceable interest in the note and Deed of Trust, and does not have the note in their possession,
3 as discussed above. Therefore, the alleged lender has no standing to foreclose.

4 53. If the Defendants are somehow able to confirm that they have a verified claim then I
5 ask that that claim be offset by the 2046 Balance Sheet that was collected when the accounting
6 records known as the 2046 Balance Sheet reflected the fact that the debt was paid in full,
7 attached and incorporated by reference.
8

9
10 **ORDER**
11

12 54. Upon a judgment order of this court by the tribunal, or wrongdoer failing to appear
13 and speak under oath on the record before this court by the deadline stated in the claim, it is
14 ordered to:

15 a. Return all property claimed by Plaintiff/Prosecutor,
16
17 b. Award damages in the amount of costs and fees if Defendants/ Wrongdoers are found to have
18 made false claims against a man's property without right which is fraud. Plus \$1000 per day for
19 time and legal expenses, calculated beginning 21 days after the date of notice to appear. Final
20 amount to be calculated on the day of judgment.

21 c. Lift all liens and claims by Defendants/wrongdoers against property of Plaintiffs/Prosecutors
22 within 3 business day of judgment, if by default or by trial by jury.

23 This order shall only be executed by the chosen magistrate upon approval of Plaintiff/Prosecutor.
24
25 we, say here, and will verify in an open court, that all herein is true.
26
27
28

1
2
3 **VERIFICATION**

4 We have read the **Claim Filed For Action Of Trespass on the Case, Action of Trover, Action of**
5 **Covenant** and know the contents thereof to be true; and the same is true of our own knowledge, except to
6 the matters, which are therein stated on our information and belief, and as to those matters, we believe
7 them to be true. The foregoing is true, correct, complete and not misleading to the best of our knowledge.
8 Sealed by the voluntary act of our own hand on this 12-06-2017 (date).
9

10 Alberto Rodriguez
11

Maria Rodriguez

12
13 Alberto Rodriguez

Maria Rodriguez

14
15 1232 Wissmann Drive
16 Ballwin mo 63011
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBITS LIST

Exhibit A

Deed of Trust

Exhibit B

Notice posted on the Freddie mac Website that Freddie
Mac owns the Alberto Rodriguez loan.

Exhibit C

Copy of the Article about the fact that Freddie Mac and Fannie
Mae purchase of mortgage insurance is routine when the borrower
pays less than 20 % down at closing.

Exhibit D

Copy of the Mortgage Statement

1
2 DATED: 12-06-2017

3
4 By Alberto Rodriguez

5 Alberto Rodriguez

6
7 By Maria Rodriguez

8 Maria Rodriguez

9
10 1232 Wissmann Drive
11 Ballwin MO 63011
12
13
14
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Exhibit 3-C

**IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI**

ALBERTO RODRIGUEZ AND)	
MARIA RODRIGUEZ,)	
)	
Plaintiffs,)	
)	Case No. 17SL-CC04487
v.)	
)	Division 21
OCWEN LOAN SERVICING, LLC)	
SUBSTITUTE TRUSTEE)	
CORPORATION,)	
DOES 1 through 15, inclusive,)	
)	
Defendants.)	

DEFENDANT OCWEN LOAN SERVICING, LLC'S MOTION TO DISMISS

COMES NOW Defendant Ocwen Loan Servicing, Inc. ("Ocwen") and for its Motion to Dismiss the Petition ("Petition") of plaintiffs Alberto and Maria Rodriguez ("Plaintiffs") pursuant to Rule 55.27(a) of the Missouri Rules of Civil Procedure, respectfully states as follows:

INTRODUCTION

Plaintiffs' 54-paragraph Petition comprises 25 pages of largely unintelligible allegations and random legal citations. Ocwen remains uncertain exactly what claims Plaintiffs make against it, what injury to Plaintiffs they attribute to Ocwen and the other named defendants (collectively "Defendants"), the relief that is sought, or the basis for such relief. To the extent Plaintiffs file this action as a way to undo a property foreclosure that already has occurred – something not explicitly pled but heavily suggested – Missouri law is clear they should have raised their claims prior to the foreclosure. Post-foreclosure, their rights are significantly limited, their burden is heavy, and their four-count Petition comes nowhere close to alleging a proper cause of action against Defendants.

STANDARD OF REVIEW

The Missouri Rules of Civil Procedure provide that a pleading that sets forth a claim for relief shall contain “a short and plain statement of the facts showing that the pleader is entitled to relief.” Mo. R. Civ. P. 55.05. “A pleading must state the theory of the case sufficiently to inform the adversary and the court about the questions presented for decision and establishes the jurisdiction of the trial court to enter judgment.” *Farm Bureau Town & Country Ins. of Missouri v. Hilderbrand*, 926 S.W.2d 944, 948 (Mo. Ct. App. 1996); *see also Charron v. Holden*, 111 S.W.3d 553, 555 (Mo. Ct. App. 2003) (“Under Missouri pleading rules, to state a claim, a petition must invoke substantive principles of law entitling the plaintiff to relief and allege ultimate facts informing the defendant of what the plaintiff will attempt to prove at trial.”).

Where, as here, plaintiffs allege fraud, they also must satisfy the heightened pleading standard set forth in Missouri Rule of Civil Procedure 55.15. A plaintiff asserting a fraud claim “must state the circumstances of *each element* of fraud with particularity.” *Bohac v. Walsh*, 223 S.W.3d 838, 863 (Mo. Ct. App. 2007) (emphasis added). “The fraud must clearly appear from the facts alleged and be independent of conclusions.” *Id.*; *see also Green v. Green*, 606 S.W.2d 395, 398 (Mo. Ct. App. 1980).

In ruling on a motion to dismiss, a court reviews the petition “in an almost academic manner, to determine if the facts alleged meet the elements of a recognized cause of action.” *Nazeri v. Missouri Valley College*, 860 S.W.2d 303, 306 (Mo. banc 1993). Courts do not consider the plaintiff’s conclusions, and if the petition “does not contain the ultimate facts or any allegations from which to infer those facts, the petition may be dismissed for failure to state a claim.” *Bohac*, 223 S.W.3d at 862. Therefore, a petition fails to state a cause of action when it is

missing necessary facts and elements to support the claims made. *See Sparks v. PNC Bank*, 400 S.W.3d 454, 460 (Mo. Ct. App. 2013).

ARGUMENT

I. Plaintiffs Do Not and Cannot Allege Necessary Elements to Support Their Claims.

Plaintiffs' Petition purports to state four causes of action: (1) "Trespass on the Case, Trespass Quare Clausum Fregit," (2) trover, (3) covenant, and (4) common-law fraud. Each cause suffers from an obvious and fatal defect incapable of being cured through re-pleading, and as such, the Petition should be dismissed with prejudice.

A. The Petition fails to plead the necessary elements for trespass.

In Missouri, trespass is described as a direct physical interference with the person or property of another. *Looney v. Hindman*, 649 S.W.2d 207, 212 (Mo. banc 1983). The essence of the action is wrongful entry. *Id*; see also 87 C.J.S. Trespass § 67 ("Trespass quare clausum fregit' is an action for breaking the close of another, and forcibly and unlawfully entering on another's land.... The gist of the action is the entry... In harmony with this rule, the action lies for a forcible violation of the right of possession of realty.")

The facts that the Petition alleges constitute trespass appear to be:

- "Defendants continue to trespass on the property of the Plaintiffs by *demanding payment of a debt...*" Petition at ¶ 37 (emphasis added), and
- "The Defendants are trespassers because of abuse of legal process and are *presenting themselves as mortgage creditors...*" *Id.* at ¶ 38 (emphasis added),

Plaintiffs allege no facts supporting the conclusion that anyone has *wrongfully* entered on their property. Moreover, as discussed in section II of this motion, to the extent Plaintiffs challenge a

foreclosure of their property, Plaintiffs' claims are legally baseless. Plaintiffs have not sufficiently alleged the elements of the trespass claim. This claim should be dismissed.

B. The Petition fails to plead the necessary elements for trover.

Plaintiffs' Second Cause of Action alleges an action for trover, which is known today as conversion. *See, e.g., Chemical Workers Basic Union v. Arnold Sav. Bank*, 411 S.W.2d 159 (Mo. 1966) ("The action [of conversion] was formerly called trover and is still sometimes referred to as an action in trover for conversion."). Conversion is an action for damages arising out of the unauthorized assumption of the right of ownership over the *personal* property of another to the exclusion of the owner's rights. *Emerick v. Mutual Ben. Life Ins. Co.*, 756 S.W.2d 513 (Mo. 1988). Among the facts that must be plead to support a conversion claim are the description of the property and facts showing a proper (i.e., reasonably specific) demand and refusal by the defendant to give up possession of the personal property at issue. *Perez v. Boatmen's Nat. Bank of St. Louis*, 788 S.W.2d 296 (Mo. Ct. App. 1990); *see also Brandhorst v. Carondelet Sav. and Loan Ass'n*, 625 S.W.2d 696 (Mo. Ct. App. 1981).

The four paragraphs of this Count refer four times to the "subject property," which appears to be "1232 Wissmann Drive, Ballwin, Missouri." *See* Petition at ¶¶ 40-43, 1. Assuming that Plaintiffs' conversion claim alleges that defendants wrongfully converted that *real* property, it suffers a clear fatal flaw: conversion can lie only for the taking of *personal* property. Further, as discussed in section II, Plaintiffs have failed to plead that Defendants have *wrongfully* deprived them of possession and control of any property (real or personal). Plaintiffs' trover claim must be dismissed.

C. The Petition fails to plead the necessary elements for covenant.

The action of covenant is the common-law remedy for damages for breach of a contract under seal. 1 Am. Jur. 2d Actions § 21. An action of covenant cannot be maintained except against a person who has executed a deed under seal or who has by deed agreed to do a certain thing. *State ex rel. Russell v. Leedy*, 91 S.E.2d 477 (W. Va. 1956).¹

Plaintiffs' Action of Covenant is pled in three paragraphs. The first incorporates by reference all previous paragraphs in the petition, while the other two basically set out Plaintiffs' alternate requests for relief. Nowhere in this section do Plaintiffs provide any information suggesting why an action of covenant is appropriate or suggesting how they have met the requirements to bring such an action. As discussed in section II, Plaintiffs cannot establish such a claim. This claim must fail.

D. The Petition fails to plead fraud with the specificity required by the Rules.

To prevail on a common-law fraud claim, Plaintiffs are required to allege facts sufficient to meet each element of the claim, and to allege them with the specificity required by Missouri Rule of Civil Procedure 55.15. Specifically, Plaintiffs must allege facts showing (1) a false, material representation; (2) the speaker's knowledge of the statement's falsity; (3) the speaker's intent that the statement should be acted upon by the hearer in the manner reasonably contemplated; (4) the hearer's ignorance of the falsity of the statement; (5) the hearer's reliance on the statement's truth; (6) the hearer's right to rely thereon; and (7) the hearer's consequent and proximately caused injury. *Bohac*, 223 S.W.3d at 862-63.

¹ This analysis relies upon secondary sources and decisions from other jurisdictions, because the last reported Missouri case involving an "action of covenant" occurred more than a century ago. *See McDonald v. Goddard Grocery Co.*, 171 S.W. 650 (Mo. Ct. App. 1914). Nearly all of the other Missouri opinions are from the 1800s and provide little insight into addressing the claims here. *See, e.g., Labeaume v. Hill*, 1 Mo. 42 (Mo. 1821).

Plaintiffs' Petition fails to meet Missouri's fraud-pleading requirements. A non-exhaustive list of facts that the Petition fails to allege with specificity include:

- 1) what false representations were made,
- 2) who exactly made these false representations,
- 3) when these false representations were made,
- 4) that Defendants knew the statements to be false at the time,
- 5) that Plaintiffs reasonably relied upon those statements,
- 6) that Plaintiffs had a right to rely upon those statements,
- 7) how this reliance consequently and proximately caused Plaintiffs' alleged injury, and
- 8) what exactly that injury is.

See Bohac, 223 S.W.3d at 862-63; *see also Miller v. Ford Motor Co.*, 732 S.W.2d 564, 566 (Mo. Ct. App. 1987) (affirming dismissal of petition where plaintiff alleging fraud failed to causally connect representations with the pleaded damages); *Williams v. Belgrade State Bank*, 953 S.W.2d 187, 189 (Mo. Ct. App. 1997) (affirming dismissal where petition failed to allege "a consequent and proximate causal connection between the misrepresentations alleged and the claimed injury" and "which individuals made" the alleged misrepresentations). "In the absence of compliance with [Rule 55.15], no claim is stated" for causes of action subject to that rule. *Hanrahan v. Nashua Corp.*, 752 S.W.2d 878, 883 (Mo. Ct. App. 1988). Plaintiffs have not complied with these pleading requirements. Plaintiffs' fraud claim must be dismissed.

II. Plaintiffs Cannot State a Claim Based on the Assignment or Securitization Process.

Finally, although the Petition does not specifically link any of the four Causes of Action to the assignment or securitization processes, the Petition is full of allegations directed at those processes, suggesting, for instance, that Plaintiffs have received insufficient proof of the debt on

their mortgage. For the purposes of efficiency and not wasting the Court's time with additional proceedings, Ocwen will address these issues now to show why allowing Plaintiffs to re-plead would be fruitless, as Plaintiffs could not state any claim based on these allegations. Regardless of how Plaintiffs choose to style their actions, the facts they allege fail to support a recognizable cause of action against Ocwen (or anyone else).

First, Plaintiffs argue that the assignment violates 26 U.S.C. §860 and section 1641(g) of the Truth in Lending Act ("TILA"). *See, e.g.*, Petition at ¶¶ 4, 7. But 26 U.S.C. §860 is a provision of the tax code dealing with the tax consequences of certain events. It has nothing to do with the propriety of an assignment (at least from the borrowers' perspective).

Plaintiffs' reliance on section 1641(g) is doubly misplaced. First, that provision – which deals with notice of assignment – did not become effective until 2009, and it is not retroactive. *See* 15 U.S.C. § 1641(g); *see also Zeppeiro v. GMAC Mortgage, LLC*, 662 Fed. Appx. 500, 501 (9th Cir. 2016). Plaintiffs' own allegations identify the assignment as occurring in 2006. *See* Petition at ¶7. Moreover, the provision does not apply to loan servicers like Ocwen unless they also own the loan, which Plaintiffs do not allege (and cannot allege). *See Marais v. Chase Home Finance LLC*, 736 F.3d 711, 719 (6th Cir. 2013) (affirming dismissal against loan servicer because TILA "expressly exempts servicers from liability").

Second, in attacking the assignment of the deed of trust and transfer of the loan, Plaintiffs essentially mount an attack on the securitization process. In *Reinerio v. Bank of N.Y. Mellon*, No. 15-CV-161-FJG, 2015 WL 9581854, at *1 (W.D. Mo. Dec. 30, 2015), the court – applying Missouri law – rejected such an attack. Indeed, the decision recognized that courts around the country have uniformly rejected borrowers' attacks on the securitization process. *Id.* (quoting *Schwend v. U.S. Bank, N.A.*, No. 4:10CV1590CDP, 2013 WL 686592 (E.D.Mo. Feb. 26, 2013))

(“A judicial consensus has developed holding that a borrower lacks standing to [] challenge the validity of a mortgage securitization...”). Although the Petition references a California opinion holding otherwise – *Glaski v. Bank of Am.*, 218 Cal. App. 4th 1079 (Cal. Ct. App. 2013) – that case has been widely rejected as a wrongly decided outlier. *See Proal v. J.P. Morgan Chase Bank, N.A.*, 701 Fed. Appx. 12, 15 (1st Cir. 2017) (identifying decisions in the district of Minnesota, 9th Circuit, 2nd Circuit, and state courts in New York and California that have rejected *Glaski*). Most telling may be *Mendoza v. J.P. Morgan Chase Bank, N.A.*, 6 Cal. App. 5th 802, 814 (Cal. Ct. App. 2016), a later California case that found “no state or federal cases to support the *Glaski* analysis.”

Third, in addition to attacking the assignment, Plaintiffs assert that Defendants failed to provide them original documents, and that the documents that were provided looked fraudulent. These wholly conclusory allegations are the type of “show me the note” argument that courts routinely reject. *See, e.g., Lackey v. Wells Fargo Bank, N.A.*, 747 F.3d 1033 (8th Cir. 2014).² The *Lackey* opinion is directly on point and highly instructive:

“[W]e reject Lackey’s argument that Missouri law required Wells Fargo to produce the original note at the time of the foreclosure proceeding. This argument is often referred to as the ‘show me the note theory,’ a theory consistently rejected by the United States District Courts in Missouri interpreting Missouri law and several other courts nationally, including this court, deciding foreclosure actions brought under the governing state foreclosure laws. Non judicial foreclosures are generally governed by the terms of the deed of trust, and we find nothing in Lackey’s deed of trust requiring the trustee or the successor trustee to show the original note to the borrower at any time prior to the foreclosure sale. Neither can we find any Missouri law that demands such action.

² Plaintiffs also insist that, under the Uniform Commercial Code, Defendants had to “present” the note to Plaintiffs on demand. Putting aside the fact that Defendants *actually provided* the note to Plaintiffs, standard mortgage notes (like the one for Plaintiffs’ loan) contain standard “waiver of presentment” provisions. Thus, there would be no presentment requirement. *See* Mo. An. Stat § 400.3-504 (discussing waiver of presentment and notice of dishonor).

Id. at 1038-39 (internal citation omitted). This court, if called to address the issue, would reach the same result.

Further, Missouri Rule of Civil Procedure 55.22 requires that when a claim is founded on a written instrument, it must either be recited verbatim in the pleading or attached as an exhibit. Although Plaintiffs repeatedly reference the note, they did not attach the note to their petition.³ Finally, any fraud allegations related to the documents must meet Missouri Rule 55.15's heightened pleading standards. As addressed in Section I (D), *supra*, the Petition wholly fails to provide the required particularized facts to support a fraud claim.

CONCLUSION

Plaintiffs' petition should be dismissed for two key reasons. First, Plaintiffs have not sufficiently alleged the elements of the causes of action Plaintiffs bring. Second, pursuant to a long line of authority inside Missouri and across the country, Plaintiffs' underlying assertions – which amount to an attack on the assignment and securitization of the deed and loan – cannot support a claim for relief.

WHEREFORE, Defendant Ocwen Loan Servicing LLC respectfully requests that the Court dismiss Plaintiffs' Petition in its entirety, with prejudice, and for such other and further relief as the Court deems just and proper.

³ Although Plaintiffs did not attach the note that they admit was provided to them, they did attach the deed of trust, which references the note, and Plaintiffs reference the note in their complaint. The note appears to have been endorsed in blank, so by possessing the note, Ocwen demonstrates its right to enforce the note. *See Overton v. Wells Fargo Bank, N.A.*, No. 4:11CV1957 JAR, 2012 WL 2326117, at *3 (E.D. Mo. June 19, 2012); *see also* Mo. Rev. Stat. §400.3-301. Plaintiffs' efforts to get around this fact – including claims that a blank endorsement is improper or that Ocwen failed to present them with the original note – are either contrary to the very UCC provisions that Plaintiffs cite or are the kind of “show me the note” arguments that the Eighth Circuit rejected in *Lackey*.

Respectfully submitted,

HUSCH BLACKWELL LLP

BY: /s/ Robert J. Hurtt Jr.
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190 Carondelet Plaza, Suite 600
St. Louis, Missouri 63105
Phone: (314) 480-1500
Fax: (314) 480-1551
rob.hurtt@huschblackwell.com

*Attorney for Defendant Ocwen Loan
Servicing, LLC*

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing document was electronically filed via Missouri Courts eFiling and sent via First Class Mail to plaintiffs Alberto Rodriguez and Maria Rodriguez, 1323 Wissmann Drive, Ballwin, MO 63011, on this 23rd day of January, 2018.

/s/ Robert J. Hurtt Jr.

Exhibit 3-D

1 Alberto Rodriguez and
2 Maria Rodriguez
3 Plaintiffs,
4 1232 Wissmann Drive
5 Ballwin, Missouri republic
6 near [63011]

FILED

FEB 20 2018

JOAN M. GILMER
CIRCUIT CLERK, ST LOUIS COUNTY

7 IN THE ST. LOUIS CIRCUIT COURT
8
9 IN AND FOR THE STATE OF MISSOURI

10 Alberto Rodriguez and Maria Rodriguez

Case No.: 17SL CC04487

11 Plaintiffs, Prosecutors,
12 Aggrieved Parties

13 v.

NOTICE OF MOTION AND MOTION
FOR LEAVE TO AMEND THE CLAIM
FOR DAMAGES

14
15 OCWEN LOAN SERVICING, LLC
16 SUBSTITUTE TRUSTEE
17 CORPORATION
18 DOES 1 through 15, inclusive,
19 Defendants

Time: _____

Courtroom: _____

Date: _____

20
21 **I. STATEMENT OF FACTS OF THE CASE**

22 1. We, the Plaintiffs, hereby respectfully ask the court for leave to amend the claim for damages
23 and attach the proposed Amended Claim for Damages to this motion in the interest of justice.

24 The Opposing counsel has chosen to use a legal tactic to denigrate, ridicule and demean the
25 Plaintiff by stating that the Claim for Damages is so poorly written and unintelligible that they
26 cannot understand what we are stating and the nature of the claim for damages. We believe this
27 claim is disingenuous and crafted to make the Plaintiff appear stupid, ignorant and unable to
28

1 articulate the case with enough clarity to litigate the case. We rely upon this notice of motion,
2 the Memorandum of Points and Authorities in support of our motion, which is filed concurrently
3 and such oral argument as we may make in the hearing that is set for this motion.
4

5 Date: February 20, 2018
6

7 Alberto Rodriguez Maria Rodriguez
8

9 Alberto Rodriguez

Maria Rodriguez

1
2 PROOF OF SERVICE BY MAIL

3 I David Lopez, now certify that I am
4 domiciled in the Saint Louis Missouri-county, I am over the age of eighteen
5 years and I did in fact serve as follows: On the 20th day of February, 2018
6 _____ date, I served by mail a true copy of **PLAINTIFF'S NOTICE OF**
7 **MOTION AND MOTION FOR LEAVE TO AMEND THE COMPLAINT,**
8 **by placing said document in an envelope postage prepaid and placing the**
9 **envelope in the US mail** for Case No. 17SL-CC04487 in The Circuit Court of
10 St. Louis County, upon the agent of the Defendant OCWEN LOAN
11 SERVICING, LLC, located at;

12
13 HUSCH BLACKWELL, LLP
14 190 Carondelet Plaza, Suite 600
15 St. Louis, Missouri 63105

16 My mailing location is:

17 733 Riderwood Drive, Hazelwood Missouri 63042

18 VERIFICATION

19 I hereby affirm all facts stated in this Proof of Service are true of my own
20 knowledge except for those facts, which are stated upon information and belief,
21 and as to those such matters, I believe them to be also true. On the 20th day
22 of February, 2018 (date).

23
24 David Lopez
25

26 NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL NOTICE TO THE PRINCIPAL IS
27 NOTICE TO THE AGENT
28

PROOF OF SERVICE BY MAIL

I David Lopez, now certify that I am domiciled in the Saint Louis Missouri-county, I am over the age of eighteen years and I did in fact serve as follows: On the 20th day of February, 2018 date, I served by mail a true copy of **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR LEAVE TO AMEND THE COMPLAINT**, by placing said document in an envelope postage prepaid and placing the envelope in the US mail for Case No. 17SL-CC04487 in The Circuit Court of St. Louis County, upon the SUBSTITUTE TRUSTEE CORPORATION, located at;

SUBSTITUTE TRUSTEE CORPORATION
12400 Olive Blvd, Ste 555
St. Louis, Missouri 63141

My mailing location is:

733 Riderwood Drive, Hazelwood Missouri 63052

VERIFICATION

I hereby affirm all facts stated in this Proof of Service are true of my own knowledge except for those facts, which are stated upon information and belief, and as to those such matters, I believe them to be also true. On the 20th day of February, 2018 (date).

David Lopez

**NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL NOTICE TO THE PRINCIPAL IS
NOTICE TO THE AGENT**

1 Alberto Rodriguez and
2 Maria Rodriguez
3 Plaintiffs,
4 1232 Wissmann Drive
5 Ballwin, Missouri republic
6 near [63011]

FILED
FEB 20 2018
JOAN M. GILMER
CIRCUIT CLERK, ST LOUIS COUNTY

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IN CIRCUIT COURT FOR ST. LOUIS COUNTY

IN AND FOR STATE OF MISSOURI

Alberto Rodriguez and Maria Rodriguez

Case No.: 17SL CC04487

Plaintiffs, Prosecutors,
Aggrieved Parties

v.

FIRST AMENDED
Claim Filed: For Action of Trespass on
the Case, Action of Trover, Action of
Covenant, Action For Common Law Fraud

OCWEN LOAN SERVICING, LLC
SUBSTITUTE TRUSTEE
CORPORATION
DOES 1 through 15, inclusive,
Defendants

**TRIAL BY JURY
DEMANDED**

I. STATEMENT OF FACTS OF THE CASE

1. We, the Plaintiffs, hereby file this claim as a law case pursuant to Article III, Section 2 of the
Constitution. I, Alberto Rodriguez, am one of the people of Missouri in this Court of Record, and
I, Maria Rodriguez, am one of the people of Missouri in this court of record. OCWEN LOAN
SERVICING, LLC is a Florida Corporation and is domiciled in Florida, Substitute Trustee
Corporation is a Missouri Corporation. The original lender, HOMECOMINGS FINANCIAL,
LLC was placed into receivership and the loan servicing rights for their Loan Servicing

1 Company, GMAC Mortgage, LLC, also under a Chapter 11 Bankruptcy, and an affiliate was
2 purchased by OCWEN LOAN SERVICING, LLC. The subject property is located at 1232
3 Wissmann Drive, Ballwin, Missouri. The Plaintiffs purchased a home with a loan from
4 Homecomings Financial, LLC and the subject loan was apparently informally transferred into a
5 REMIC, sometime after the initial loan documents were signed. The term REMIC is an acronym
6 for Real Estate Mortgage Investment Conduit. *The Alberto Rodriguez property is otherwise*
7 *described in this civil claim for damages as the subject property. There is only one parcel of*
8 *mortgaged property described herein and anyone claiming to not understand what the phrase*
9 *"subject property" means is being disingenuous. From time to time we use the phrase "subject*
10 *property" to describe the Alberto Rodriguez property.*

11
12
13 **Delayed Assignment of the Deed of Trust Makes the Assignment Ineffective under**
14 **Missouri Law.**

15
16 2. Under Federal law, a Mortgage assignment is invalid when the Deed of Trust is not
17 assigned to the REMIC within 90 days of the start-up date of the REMIC, see Title 26 US Code,
18 §§ 860D and 860G. See also Glasky v. Bank of America, 218 Cal App 4th 1079 (2013). In
19 Glasky v. Bank of America, NA, supra, the court of Appeals ruled that the Assignment of the
20 Deed of Trust to a REMIC was signed several years after the cut off date and was an ineffective
21 transfer of the Deed of Trust. Homecomings Financial, LLC, who is a Depositor and the Trustee
22 of numerous REMICS managed by them, failed to arranged to have the Deed of Trust assigned
23 to FREDDIE MAC, as required under State and Federal law, see Title 15 US Code, §§ 1641(g),
24 1641(f) Title 26 US Code § 860D and 860G, RSMO § 443.035.

25
26 3. It is a matter of public record that many years after the cut off date of the REMIC that
27 was created by them, they still have not assigned the note violating the Pooling and servicing
28

1 agreement and the above cited Federal laws. See Revised Statutes of Missouri 443.035 for the
2 requirements to assign the mortgage. See also UCC 3-110 and the equivalent under state law.

3 *4. The Defendant, OCWEN LOAN SERVICING, LLC has violated Title 15, US Code, §*
4 *1641(f), since they are functioning as a mortgage creditor and assignee for administrative*
5 *convenience and they are not the assignee but only a loan servicer. Title 15 US Code § 1641(f)*
6 *prohibits the loan servicer from acting as the Assignee or mortgage creditor for administrative*
7 *convenience. This Defendant has, therefore violated Title 15, US Code § 1641(f). FREDDIE*
8 *MAC has disclosed that the loan was assigned to FREDDIE MAC and they are claiming*
9 *ownership of the note and deed of trust, without a documented enforceable interest in the note*
10 *and deed of trust. When there is no Assignment of the Deed of Trust, the loan servicer and the*
11 *assignee lacks standing because their status as a lender is without force and effect, every*
12 *subsequent assignment of the Deed of Trust and other document filed at the County Recorder's*
13 *Office, such as a Substitution of Trustee document is void and without force and effect in law.*
14 **At no time have we seen the note even though we have asked the Defendants to produce the**
15 **note. If the Defendants claim falsely that we have admitted that we have seen the note they**
16 **will have to demonstrate evidence that is true or refrain from deceiving the court.** The
17 original Trustee is Milsap & Singer, P.C., a Missouri Corporation. The alleged current Trustee is
18 Substitute Trustee Corporation, with no formal Assignment of the Deed of Trust and no written
19 Substitution of Trustee document filed in the County Recorder's Office. The assignments of the
20 Loan must be in writing according to Federal Statutes cited above, Title 15, US Code §§ 1641(f)
21 and 1641(g), Title 26 US Code §§ 860D and 860G. The requirement to assign the deed of trust
22 and record said assignment is also a requirement under state law, see RSMO § 443.035. In
23 addition, the Trustees that have been informally substituted by the alleged Assignees are not
24 trustees because they were appointed by imposter assignees, and thereby the Defendants cannot
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1 exercise the powers of a lender when appointing substituted Trustees under the Deed of Trust.

2 **The informal Trustee appointment, *that was apparently made but not recorded* is thereby**
3 **void and they cannot issue a valid Notice of Default, Notice of Trustee Sale, nor can they**
4 **conduct a trustees sale under the powers given under the Deed of Trust.**

5
6 5. The law of the case in common law. In Missouri, the common law of England is the
7 rule of decision in the courts in this state, see RSMO 1.010, Missouri Revised Statutes as
8 follows:
9

10 — 1. The common law of England and all statutes and acts of parliament made
11 prior to the fourth year of the reign of James the First, of a general nature, which are not
12 local to that kingdom and not repugnant to or inconsistent with the Constitution of the
13 United States, the constitution of this state, or the statute laws in force for the time being,
14 are the rule of action and decision in this state, any custom or usage to the contrary
15 notwithstanding, but no act of the general assembly or law of this state shall be held to be
16 invalid, or limited in its scope or effect by the courts of this state, for the reason that it is
17 in derogation of, or in conflict with, the common law, or with such statutes or acts of
18 parliament; but all acts of the general assembly, or laws, shall be liberally construed, so
19 as to effectuate the true intent and meaning thereof.

20 6. While an informal assignment may have occurred in 2006, a formal written
21 assignment was never executed until many years after the REMIC was formed by
22 FREDDIE MAC. Title 15 US Code, § 1641(g) requires the loan to be assigned to the
23 assignee and recorded within the real estate records as follows:

24 (g) Notice of new creditor

25 (1) In general

26 In addition to other disclosures required by this subchapter, not later than 30 days after the
27 date on which a mortgage loan is sold or otherwise transferred or assigned to a third party, the
28 creditor that is the new owner or assignee of the debt shall notify the borrower in writing of
such transfer, including-

(A) the identity, address, telephone number of the new creditor;

1 (B) the date of transfer;

2 (C) how to reach an agent or party having authority to act on behalf of the new creditor;

3 (D) the location of the place where transfer of ownership of the debt is recorded; and

4 (E) any other relevant information regarding the new creditor.

5
6 7. This assignment did not occur within 90 days of the start up date of the REMIC. **IN**
7 **FACT THIS ASSIGNMENT DID NOT OCCUR AT ALL.** It appears that the Deed of Trust
8 was signed on September 14, 2006, see **Exhibit A**, attached and incorporated by reference. The
9 question still arises how can the above-named REMIC trustee, FEDERAL HOME LOAN
10 MORTGAGE CORPORATION, hereinafter FREDDIE MAC, still be the assignee when there is
11 no written assignment of Deed of Trust in the real estate records for St Louis County. The
12 written assignment to FREDDIE MAC was never made within 90 days of the start-up date of the
13 REMIC as required under Title 26 US Code, § 860D and 860G.

14
15 8. Banks and their agents cannot assign a Deed of Trust when they do not have an interest
16 in the mortgage loan and the original lender is currently in bankruptcy. HOMECOMINGS
17 FINANCIAL NETWORK, INC. was restructured by its parent company GMAC
18 ACCEPTANCE, and they changed their name to HOMECOMINGS FINANCIAL, LLC, before
19 filing bankruptcy along with affiliated companies such as GMAC MORTGAGE, LLC and their
20 parent company RESIDENTIAL CAPITAL, LLC.

21
22 9. The Assignment is required to be made in writing and recorded in the Real Estate
23 Records in the County where the subject property is located, see Title 15 US Code, Section
24 1641(g), Title 26 US Code, §§ 860D and 860G, RSMO § 443.035. The recorded Assignment of
25 Deed of Trust was never signed and recorded and many years after the REMIC was required to
26 have the loan assigned to them there is no record of an assignment. FREDDIE MAC is the
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28

1 Trustee of the REMIC that was apparently informally assigned the Deed of Trust. **The original**
2 **lender is no longer operating as a business and cannot assign the mortgage, especially while**
3 **they are in bankruptcy.**

4 10. As a result, any subsequent Assignment of Deed of Trust and the Substitutions of
5 Trustee *that may be signed in the future* are void ab initio having been signed by someone who
6 lacked standing to execute such documents, unless of course the Bankruptcy judge that is
7 presiding over the HOMECOMINGS FINANCIAL, LLC AND GMAC MORTGAGE, LLC case
8 grants permission to do so. **Also, all of the actions taken by the substituted trustees who were**
9 **informally appointed by parties who are a stranger to the transaction without benefit of a**
10 **written Assignment of Deed of Trust, are void ab initio. They are without any power to act**
11 **on behalf of a bankrupt lender, HOMECOMINGS FINANCIAL NETWORK, INC. AKA**
12 **HOMECOMINGS FINANCIAL, LLC and their acts are void ab initio.**

13
14 11. *In the event that the Defendants are planning to reverse engineer an assignment using*
15 *an alleged MERS surrogate document signer we need to point out that the courts nationwide,*
16 *including a court of appeals in Missouri, have ruled that MERS cannot assign a mortgage*
17 *under these circumstances.* Durable power of attorney, is required for MERS to act as the
18 original lender's agent. The Word "NOMINEE" does not empower MERS to effectuate an
19 assignment of the mortgage. MERS may not validly assign a mortgage based on its nominee
20 status, absent some evidence of specific authority to assign the deed of trust and the note and the
21 deed of trust does not empower MERS to effectuate an assignment of the deed of trust and note.
22 This was the conclusion that was made by the Missouri Court of Appeals, Eastern District in
23 Bellistri v. Ocwen Loan Servicing, L.L.C. 284 S.W. 3d 619, (2009), when the court ruled that
24 MERS was not given the power to assign the note and, therefore, the assignment of the deed of
25 trust was ineffective because the assignor cannot split the assignment of Deed of Trust from the
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1 note so that there are two owners, one for the note and the other for the Deed of Trust. The court
2 in *Bellistri v. Ocwen Loan Servicing, L.L.C.*, stated:

3 When it assigned the deed of trust, MERS attempted to transfer to Ocwen the
4 deed of trust “together with any and all notes and obligations therein described or referred
5 to, the debt respectively secured thereby and all sums of money due and to become due.”
6 The record reflects that BNC was the holder of the promissory note. There is no
7 evidence in the record or the pleadings that MERS held the promissory note or that BNC
8 gave MERS the authority to transfer the promissory note. MERS could not transfer the
9 promissory note; therefore the language in the assignment of the deed of trust purporting
10 to transfer the promissory note is ineffective.
11

12
13 12. Similarly, the Alberto and Maria Rodriguez note and Deed of Trust was not assigned to
14 anyone and thus the analogy to the *Bellistri v. OCWEN LOAN SERVICING, LLC case provides*
15 a good example of a parallel case because the alleged creditors lacked standing for almost the
16 same reason. Today, the original creditor is in Chapter 11 bankruptcy and cannot assign the Deed
17 of Trust and note because they need permission from the bankruptcy judge to do so.
18

19 13. Also, under Missouri law the borrower can challenge the validity of the procedures
20 followed by the lender and can challenge and enforce the faithful application of the conditions
21 precedent to foreclosure, which, of course includes the full disclosure of the payment of a claim
22 of a defaulted mortgage under a Primary mortgage insurance policy, see *Bellistri v. Ocwen Loan*
23 *Servicing, LLC, Supra; Yvanova v. New Century Mortgage*, 62 Cal 4th 919 (2016).
24

25 14. The Plaintiffs are homeowners, whose rights have been set aside by certain
26 administrative actions taken by the Defendants.
27
28

1 15. The Defendants have acted in absolute defiance of the common law and Uniform
2 Commercial Code, and have acted as if they have powers to enforce the note even though they
3 have not proven their ownership interest in the note and have not proven their possession of the
4 original note. The Defendants have a common-law duty to bring forward evidence that they are
5 in possession of the note, see Missouri Commercial Code RSMO § 400.3-501(6) and either (1.)
6 acting in their capacity as an assignee of the note and Deed of Trust; or (2.) acting on behalf of
7 the assignee of the note and Deed of Trust. The original note was executed by the Plaintiffs, with
8 HOMECOMINGS FINANCIAL NETWORK, INC. The Deed of Trust was apparently
9 informally assigned to a REMIC, that is sponsored by FREDDIE MAC, see **Exhibit B**, a
10 statement from the Freddie Mac website asserting that Freddie Mac owns the Alberto and Maria
11 Rodriguez loan, attached and incorporated by reference, described above, however the
12 assignment was never assigned by a written assignment by the original lender, and is ineffective.
13 **We, the Plaintiffs, went onto the FREDDIE MAC website, recently and discovered that**
14 **FREDDIE MAC is claiming to be the lender and the assignee of the note and deed of trust,**
15 **which they describe as the loan, see Exhibit B, attached and incorporated by reference. Based**
16 **upon the foregoing there is more than one alleged creditor claiming to be the lender or the**
17 **assignee of the Alberto Rodriguez loan, Ocwen Loan Servicing, LLC and FREDDIE MAC. The**
18 **Note was apparently endorsed in blank, in violation of Missouri Commercial Code § 400.3-110,**
19 **which requires the note to be endorsed to the Trustee whenever the assignee is a trust. *The claim***
20 ***by FREDDIE MAC that they are the assignee of the Alberto Rodriguez loan means that they are***
21 ***claiming to be the trustee of a REMIC, holding the note and deed of trust, since this is how***
22 ***FREDDIE MAC receives and manages a mortgage loan as an investment.***

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26 16. OCWEN LOAN SERVICING, LLC as Claimant, participated in contract and
27 commercial activity in respect to a Non-Negotiable Instrument Note, which is attached to a bond,
28

1 which is expressly governed by Federal law and the Uniform Commercial Code which are
2 uniform statutory laws of all of the United States of America including the District of Columbia
3 and all fifty states. **As the Plaintiffs, we make the claim that the instrument/obligation**
4 **became void when the Defendants participated in fraudulent and illegal activity, violating**
5 **the rules and the laws under which the note/instrument bond is expressly governed.**

6 According to the FREDDIE MAC website discussed above, this loan was securitized and sold to
7 an undisclosed REMIC [REAL ESTATE MORTGAGE INVESTMENT CONDUIT] that is
8 under the management control of FREDDIE MAC, who is the Indenture Trustee of said REMIC.
9 Given the fact that these notes are almost always endorsed in blank, the parties cannot foreclose
10 because of the lack of a written assignment of the Deed of Trust recorded in the County Real
11 Estate Records. Additionally, the note and deed of Trust cannot be irreparably split, see Bellistri
12 v. Ocwen Loan Servicing, LLC, supra.

14 17. If an assignee has been assigned the note and deed of trust they have to have possession
15 of both instruments and be the holder-in-due-course of these instruments, pursuant to the relevant
16 sections of the UCC and Missouri Commercial Code. They have steadfastly refused to bring
17 forward evidence that they are in possession of the note and deed of trust. This means that the
18 entire foreclosure process was void ab initio. *The Defendants have begun the foreclosure process*
19 *but they have not completed it. This demonstrates that the Defendants claims as a mortgage*
20 *creditor are inaccurate and incomplete at best or fraudulent at worst. The Defendants in*
21 *this case have failed to rebut, refute, challenge or deny the allegations related to their fact*
22 *that they lack standing, see Bellistri v. Ocwen Loan Servicing, LLC, 284 S.W. 3d 619, (2009).*
23 **The Defendants lack standing because the note and Deed of Trust is split and the**
24 **foreclosing party is not the assignee of the note and deed of trust.**
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1 18. Furthermore, the Defendants never brought forward evidence that they provided the
2 proper notification regarding any alleged assignment of the note or specifically what rights were
3 assigned, which is required under Uniform Commercial Code, see Kirby v. Palos Verdes Escrow
4 Company, 183 Cal App. 3d 57, at 227 (Calif. Court of Appeal First, 1986). **Also, there was no**
5 **evidence advanced that either OCWEN LOAN SERVICING, LLC or the Substitute**
6 **Trustee Corporation as to who the assignee is, in violation of Title 15 US Code §§ 1641(f)**
7 **and 1641(g), requiring the assignee to give notice of the identity, address and phone**
8 **number of the assignee within 30 days of the assignment. In addition, Title 15, US Code, §**
9 **1641(f) mandates that the loan servicer cannot function as an assignee of the loan for**
10 **administrative convenience.** The assignee has to give notice that the alleged assignee or others
11 were in possession of the note or security instrument, as a requirement for enforcement, see
12 Matter of Staff Mortg. & Inv., 550 F 2d 1228 (Ninth Circuit, 1977), also cited in Kirby, Supra.
13 This is a requirement in all 50 states, pursuant to each state's version of the UCC. **There is a no**
14 **Substitution of Trustee document substituting the Trustee, therefore the trustee has acted**
15 **without standing as well.**

16
17
18 19. There is no admissible evidence that the Defendants are the lawful assignee of the note
19 and deed of trust. The evidence that has been supplied in this regard appears to be falsified and
20 lacks the kind of genuineness and authentication that is expected in mortgage documents
21 generally. The approach has been: 'trust us we are your assignee'. FEDERAL HOME LOAN
22 MORTGAGE CORPORATION, aka FREDDIE MAC, in their capacity as the trustee of an
23 undisclosed REMIC is claiming to be the mortgage creditor without a proper chain of title to the
24 note and deed of trust, and, therefore, is a stranger to the transaction and does not have the right
25 of enforcement of the note and Deed of Trust as a stranger, see RSMO § 443.035.

26
27 20. This court has a duty to honor and uphold the Missouri law, and various sections of
28

1 Missouri Commercial Code, especially Missouri Commercial Code § 400.3-301, which makes it
2 mandatory for the assignee to be in possession of the note and deed of trust. If FREDDIE MAC,
3 in their capacity as trustee, is the actual mortgage creditor there is no recorded chain of title
4 showing that FREDDIE MAC was ever the actual holder of the note and Deed of Trust as
5 required under Title 15, US Code, § 1641(g). Missouri Commercial Code requires the trustee of
6 a REMIC to be the assignee of a note, see Missouri Commercial Code § 400.3-110 and UCC § 3-
7 110. Without assignment and endorsement of the note to the trustee of the REMIC, the REMIC,
8 or their legal representative the alleged assignee lacks standing. The chain of title is incomplete
9 and does not supply the kind of affirmation of creditor status that there should be when a
10 mortgage or Deed of Trust is assigned. The Defendants have collected money in the form of a
11 payment of a mortgage insurance claim from the mortgage insurance carrier, after the loan went
12 into default and was delinquent. The Defendants were paid by the mortgage insurance carrier,
13 and now seek to be paid a second time by foreclosing, which is double recovery.

14
15 **21. Given that the failure to bring forward the note as requested, and required under**
16 **UCC 3-501 and the equivalent under Missouri law, Missouri Commercial Code § 400.3-**
17 **501, and the defective claims by the Defendants, and the lack of a recorded Assignment of**
18 **Deed of Trust, signed by the original lender, in which the alleged holder of the Deed of**
19 **Trust is claimed to be FREDDIE MAC, we have a lawful right to enforce our rights to**
20 **prevent irreparable harm, discussed above. *We also have a right to prevent unlawful***
21 ***foreclosure and loss of our property.***
22

23
24 **22. In our Qualified Written Request, I asked the loan servicer to “exhibit the Instrument”,**
25 **which is a lawful demand to bring forward the original note for my inspection, in order to**
26 **ascertain the genuineness of the Defendants claim. Uniform Commercial Code Section 3-**
27 **501(b)(2) makes it mandatory for the creditor, making demands for payment to EXHIBIT THE**
28

1 **INSTRUMENT**, see UCC 3-501(b)(2), and Missouri Commercial Code § 400.3-501(b)(2), see
2 **Exhibit E**, attached and incorporated by reference. That Section of law **makes the production**
3 **of the note mandatory**. The ownership of the note and mortgage cannot be split. THE HOME
4 OWNER CAN MAKE A LAWFUL DEMAND TO SHOW THE NOTE UNDER MISSOURI
5 LAW AND THE ABOVE SECTION OF MISSOURI COMMERCIAL CODE IS THE
6 CONTROLLING LAW IN MISSOURI. THIS ABOVE CITED SECTION OF LAW HAS NOT
7 BEEN REPEALED. The claims of the Defendants to be a creditor with the right to enforce the
8 note and deed of trust cannot be relied upon as authentic, because of the flaws and defects
9 described above in the unrecorded and alleged Assignment of the Deed of Trust, given the fact
10 that FREDDIE MAC identified the actual assignee of the Alberto Rodriguez loan as FREDDIE
11 MAC, in their capacity as a trustee and this supplies the court with an unsupported and
12 unverified claim for the status as holder in due course. The lack of a proper Assignment of the
13 Deed of Trust to FREDDIE MAC violated TITLE 15, US CODE §§ 1641(g) *and 1641(f)* and
14 was omitted in defiance of Title 15, US Code § 1641(g) *and 1641(f)*.
15
16

17 23. There is also a great deal of doubt as to whether or not the Defendants, have the note in
18 their possession. The question of ownership of the note is a vital part of determining who has the
19 right to foreclose and sell the property. This calls into question the validity of the foreclosure and
20 demonstrates that the title is not duly perfected. **We are told that the Defendants are the**
21 **holder of the note and Deed of Trust, with only hearsay evidence**. The loan servicer,
22 OCWEN LOAN SERVICING, LLC, claims to have powers to enforce the note and the Deed of
23 Trust based upon a flawed document, as discussed, see **Exhibit A**, attached and incorporated by
24 reference.
25

26 24. As a result of the foregoing, the title is not duly perfected, the Defendants do not have
27 good and perfected title to the note and Deed of Trust and the foreclosure is invalid and void,
28

1 meaning that the Courts, when asked to hear a foreclosure/eviction case, will not have
2 jurisdiction to hear this foreclosure/ eviction case.

3 25. *In the event that the Defendants are planning to reverse engineer an assignment of the*
4 *Deed of Trust The following should be noted:* The attorney acting on behalf of the alleged
5 assignees has never sent us the contract or agreement signed and executed by salaried employees
6 of MERS and HOMECOMINGS FINANCIAL NETWORK and FREDDIE MAC under the
7 REAL PROPERTY Laws of Missouri, the Missouri Statute of Frauds, authorizing MERS and
8 subsequently OCWEN LOAN SERVICING under the Laws of Agency to transfer and assign an
9 Ownership Interests in the Alberto Rodriguez Deed of Trust as a Nominee for
10 HOMECOMINGS FINANCIAL NETWORK. A power of Attorney is required under
11 Missouri law, see Missouri Revised Statutes §§ 404.700 through 404.737.

13 26. There was no contract or agreement between HOMECOMINGS FINANCIAL
14 NETWORK, FREDDIE MAC, and MERS under the Missouri Statute of Frauds, granting MERS
15 *and any potential surrogate document signer acting as a MERS executive, to exercise the powers*
16 *of the Assignment of the loan, powers of attorney as Assignors as agents to sign the Assignment*
17 *of Deed of Trust. Therefore, the threats of Foreclosure Action do not state conditions precedent*
18 *to foreclosure under Missouri law as Trustees. The Foreclosure Action fails to state a Claim upon*
19 *which the state and federal courts May Grant Relief as Affirmative Defenses and as a Threshold*
20 *Issue under Article III §§ 1 & 2 of the Federal Constitution. I have a right to challenge the*
21 *alleged status of an attorney in fact before assuming that the attorney in fact has the powers that*
22 *they allege.*

24 27. The alleged assignee's attorney has never sent us a certified copy of the Durable Power
25 of Attorney as required under The Missouri Statute of Frauds Act, see Missouri Revised Statutes
26 § 432.010. Durable power of attorney, is required for MERS to act as the original lender's agent,
27
28

1 see Missouri Revised Statutes §§ 404.700-404.737. The Word “NOMINEE” does not empower
2 MERS to effectuate an assignment of the mortgage. MERS may not validly assign a mortgage
3 based on its nominee status, absent some evidence of specific authority to assign the deed of
4 trust and does not empower MERS to effectuate an assignment of the deed of trust.

5 28. Because MERS’s members, the beneficial note holders, purported to bestow upon MERS
6 interests in real property sufficient to authorize the appointments of substitute trustees, and to
7 assign the Deed of Trust, the alleged agency relationship must be committed to writing by
8 application of the statute of frauds, see Missouri Revised Statutes § 432.010 cited above. A
9 power of attorney is necessary to show how the agent is vested with authority to assign a
10 mortgage, HSBC BANK, USA, NA v, Yeasmin, 866 NY S 2d 92(2008). In addition, the
11 Defendants have collected money for mortgage insurance, given the fact that we put down no
12 down payment when we financed the subject property 100% this triggered the requirements by
13 FREDDIE MAC to by mortgage insurance, see **Exhibit C**, attached and incorporated by
14 reference, an article about the business practices by Fannie Mae and Freddie Mac regarding
15 mortgage insurance, attached and incorporated by reference.
16
17
18

19 JURISDICTIONAL STATEMENT

20 29. Common law is the rule of decision in Missouri Courts, see Missouri Revised Statutes §
21 1.010, which states:
22

23 **1.010. Common law in force — effect on statutes — failure to render**
24 **health care services, no common law cause of action. — 1.** The common law
25 of England and all statutes and acts of parliament made prior to the fourth year of
26 the reign of James the First, of a general nature, which are not local to that
27 kingdom and not repugnant to or inconsistent with the Constitution of the United
28 States, the constitution of this state, or the statute laws in force for the time being,
are the rule of action and decision in this state, any custom or usage to the
contrary notwithstanding, but no act of the general assembly or law of this state

1 shall be held to be invalid, or limited in its scope or effect by the courts of this
2 state, for the reason that it is in derogation of, or in conflict with, the common
3 law, or with such statutes or acts of parliament; but all acts of the general
4 assembly, or laws, shall be liberally construed, so as to effectuate the true intent
5 and meaning thereof.

6 30. Pursuant to Missouri Revised Statutes § 476.010, this Circuit Court is a court of
7 Record. The jurisdiction of this case is under Article III of the Constitution, which states and
8 provides for at Article III, Section 2, that the courts must hear cases filed under common law.
9 This is also stated in the Seventh Amendment. See Joseph Story "Commentaries on the
10 Constitution", published in 1833. Judge story writes about this in Volume III at Page 506-7 of his
11 book Commentaries on the Constitution. We are invoking common law in this matter pursuant to
12 Article Three, Section Two of the US Constitution, see Callan v. Wilson, 127 U.S. 540, (1888)
13 "And as the guaranty of a trial by jury, in the third article, implied a trial in that mode, and
14 according to the settled rules of common law". Commentaries on the Constitution by Joseph
15 Story, Volume III, Pages 506-507.

16 31. See also Robinson v. Campbell, 3 Wheat R. 212, 221, 223. The Seventh Amendment
17 to the US Constitution also requires that this case be adjudicated under the rules of the common
18 law in front of a jury, whenever the amount of the controversy exceeds twenty dollars, see 443
19 Cans of Frozen Egg Product v. United States of America, 226 US 172 (1912).

20 32. For the Definition of a court of record see Black's Law Dictionary, Fourth Edition
21 pages 425 and 426 for further discussion of the court of record as follows; "Courts of record are
22 those whose acts and judicial proceedings are enrolled or recorded for a perpetual memory and
23 testimony and which have the power to fine and imprison for contempt..... A "court of record"
24 is a judicial tribunal having attributes and exercising functions independently of the Magistrate
25 designated generally to hold it, and proceeding according to the course of the common law,
26
27
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1 **its acts and proceedings being enrolled for a perpetual memorial. Jones v. Jones; 188 Mo.**
2 App.220 175 S.W. 227, 229; Ex Parte Gladhill, 8 Metc., Mass. 171, per Shaw, C. J. See also
3 Ledwith v Rosalski; 244 N.Y. 406,155 N.E.688, 689.” (emphasis mine). Common law
4 supersedes equity jurisdiction.

5 33. See Ex parte Watkins, 3 Pet., at 202-203. [cited by SCHNECKLOTH v.
6 BUSTAMONTE, 412 U.S. 218, 255 (1973): “The judgment of a court of record whose
7 jurisdiction is final, is as conclusive on all the world as the judgment of this court would be. It is
8 as conclusive on this court as it is on other courts. It puts an end to inquiry concerning the fact,
9 by deciding it.”

10
11 34. I: a man, am Alberto Rodriguez, one of the people of Missouri in this court of record.
12 And I, a woman, Maria Rodriguez, am one of the people of Missouri in this court of record.

13 14 **The Law of The Case**

15 35. The law of the Case is the Common law of Missouri and the Constitution for the
16 United States of America, and the US Constitution, especially the Fourth Amendment, **And the**
17 **Rules of the Common law.**

- 18
- 19 • said wrongdoer(s) trespass upon Aggrieved party property by making unverified claims
20 (See Exhibit A, B, C etc);
 - 21 • the causal agent(s) of the trespass on the case, comes by way of unverified claims, while
22 refusing to confirm or verify their claims on the property of the man and woman named
23 above as the Plaintiffs;
 - 24 • ‘Verified’ in this matter is defined as: Appearing and swearing to the alleged debt or duty
25 under oath but the party with firsthand knowledge to the facts.
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- 1 • 'Property' in this matter includes: all commercial energy, rights, marriage property and
2 offspring, land and buildings and any possessions of the Aggrieved Party.
- 3 • the continued trespass on the case did and does harm and injury to the Aggrieved Party
4 property;
- 5 • the commencement of the wrong and harm began November 1, 2011;
- 6 • the wrong and harm continues to this day, and specifically aggravated by the assigning of
7 the Assignment of the Deed of Trust by a stranger to the transaction and they failed and
8 refused to supply under oath or affirmation notice of their possession of the original note
9 endorsed properly and failed to supply the 2046 balance sheet, which resulted in
10 administering my property without rights and violated Aggrieved Party commercial
11 energy; title to the property, and breach of covenant.
- 12 • wrongdoers did use US mail on many occasions to collect on a fraudulent debt and make
13 false claims exceeding their jurisdiction, see **Exhibit D**, a copy of the Mortgage
14 statement. The Defendants, received payment once already, by way of the 2046 Balance
15 Sheet, which states that the Mortgage debt is paid in full, thereby seeking to collect
16 double a recovery as follows: (1.) The Defendants were paid once from the 2046 Balance
17 Sheet and once from their planned foreclosure and subsequent sale of the subject
18 property. The Defendants, additionally, used threats of intimidation, double recovery, and
19 extortion using the mail, see **Exhibit D**, a mortgage statement, attached and incorporated
20 by reference.
- 21 • No man, woman, or inferior agency shall be authorized to remove this case or trespass
22 upon it, by attempting to change jurisdiction to other than this 'court of record' venue
23 chosen by the Plaintiffs/ Prosecutors/ Aggrieved Parties.
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- Defendants/Wrongdoers are required to verify their claim under oath before this 'court of record', as a party who is damaged, and who has firsthand knowledge to the facts. Any party who does not have firsthand knowledge of the facts or cannot verify a contract, shall not be authorized to speak. Failure to come forth by the deadline and appear shall constitute default by Defendants/ Wrongdoers.
- Third party representation of the Defendants/ Wrongdoers is not authorized to speak for them, unless that representative will also be under oath and swear to their claims, as a first hand material witness.
- It is ordered that the Defendants/Wrongdoers and their representatives are required to submit their BAR member numbers, Badge#, surety bonds, and Oath of Office, when they respond to this claim.
- This further requires the **release of property** in the foreclosure case, until this matter is ruled upon by this court then holding said property causes further injury, and the jurisdiction of that case is now challenged. The release of property is so ordered.
- Statutes of limitations do not apply as plaintiffs/prosecutors are not proceeding according to statute. This court proceeds as a 'court of record' according to common law not inferior venue statutes, and further stated the Law of the Case.
- Defendants/Wrongdoers have 30 days from receipt of notice or summonses to appear and speak on the record.

BILL

36. We, require compensation for the initial and continual trespass upon our property;

- compensation due: release of all claims, liens, and damages two hundred sixty-eight thousand, dollars; additional compensation due should a fraudulent claim be found.
- Plus \$1000 per day for time and legal expenses, calculated beginning 21 days after the date of notice to appear.
- Exhibits, A, B, C, D, E attached.

First Cause of Action

Action of Trespass on the Case, Trespass To Try Title

37. The Plaintiffs do hereby incorporate by reference all of the previous paragraphs presented in this claim as if fully incorporated herein.

38. The Plaintiffs do hereby aver and State the following: The Defendants are the causal agents of the trespass on the case because they do not have a verified claim and do not have any evidence of any ownership of the loan that is the subject of this complaint. *It should be understood that a trespass on the case in the context of this civil claim is an attempt to take the subject property by the use of a flawed and defective and fraudulent civil and administrative process by using an unlawful foreclosure process against the Plaintiffs and claimants.*

39. *It should be further understood that the Trespass on the case has been traditionally used in cases like this to protect against unlawful or wrongful foreclosure and loss of a home where the alleged mortgage creditor is not allowed to foreclose because of defects in the title to the note and deed of trust or mortgage.* The Defendants are not assignees of the subject loan and have supplied no admissible evidence that they are assignees of said loan, nor do they have any documented enforceable interest in the subject loan except for hearsay, in violation of the rules

1 of the common law. They have thereby violated the laws of Missouri, see *Bellistri v. Ocwen*
2 *Loan Servicing, LLC*.

3 40. *The Defendants continue to trespass on the property by threatening foreclosure and*
4 *threatening to conduct a foreclosure sale of the Plaintiffs land and home* by demanding payment
5 of a debt for which they are strangers to the transaction and not lawfully entitled to payment of
6 money or property. They seek exclusive right, title and interest in the subject property as
7 strangers to the transaction with unverified claims. They have only a defective *unrecorded*
8 *assignment* of the subject loan and do not meet the REQUIREMENTS UNDER THE COMMON
9 LAW. This is a **TRESPASS QUARE CLAUSUM FREGIT**. This is a remedy, which lies to
10 recover damages when the defendant has unlawfully and wrongfully trespassed upon the
11 real estate of the plaintiffs. The flawed documents make the attempted foreclosure a
12 conversion.
13

14 41. The Defendants are attempting to acquire the subject property by way of a defective
15 and unverified claim, with no written assignment from the original lender. The Plaintiffs seeks
16 Declaratory relief in the nature of an order of cease and desist and an order stating that the
17 Defendants do not have any right, title or interest in the subject property, as stated above.
18 Additionally, because they have received payment in full of the mortgage from the 2046 Balance
19 Sheet, by the doctrine of laches and by tacit admission, as stated above, they do not have any
20 valid claim to collect any further, even if they could supply verification of their claims, assuming
21 that their unverified claims were valid. **The Defendants are trespassers because of abuse of**
22 **legal process and are presenting themselves as mortgage creditors even though they are not**
23 **mortgage creditors because of the double recovery by way of the 2046 Balance Sheet**
24 **described herein. The Defendants are causal agents of the trespass because of the broken**
25 **chain on title and the failure to disclose the payment of the debt in full on the 2046 Balance**
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1 **Sheet. In addition, the Defendants have collected Mortgage insurance premiums from the**
2 **Plaintiffs for a mortgage insurance policy that is in place, given that the Plaintiffs did not**
3 **put any money down on the subject property, which triggered the purchase of mortgage**
4 **insurance, see Exhibit C, attached and incorporated by reference.**

5 42. A man is a trespasser by his own direct action when he acts without any excuse; or
6 he may be a trespasser in the execution of a legal process in an illegal manner; 1 Chit. Pl.
7 183: 2 John. Cas. 27; or when the court has no jurisdiction over the subject-matter when the
8 court has jurisdiction but the proceeding is defective and void; when the process has been
9 misapplied, as, when the defendant has taken A's goods on an execution against B; when
10 the process has been abused 1 Chit. Pl. 183-187 in all these cases a man is a trespasser ab
11 initio. And a person capable of giving his assent may become a trespasser, by an act subsequent
12 to the tort. If, for example, a man takes possession of land for the use of another, the latter
13 may afterwards recognize and adopt the act; by so doing, he places himself in the situation
14 of one who had previously commanded it, and consequently is himself a trespasser, if the
15 other had no right to enter, nor he to command the entry. 4 Inst. 317; Ham. N. P. 215. Vide 1
16 Rawle's R. 121. Bouvier's Law Dictionary, 1856. *Based upon the foregoing the Defendants and*
17 *all of them have engaged and are continuing to participate in an ongoing act of trespass.*
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22 **Second Cause of Action**

23 **Action of Trover**

24 43. The Plaintiffs do hereby incorporate by reference all of the previous paragraphs in this
25 answer as if fully incorporated herein. The Defendants are seeking possession of the subject
26 property by way of a forged document, which is void and unenforceable, see La Jolla Group v.
27 Bruce, supra. *The document is forged because they claim to be a mortgage creditor falsely and*
28

1 *have no right to make such a claim. The forgery claim is based upon a broad definition of the*
2 *term forgery in the context of making a false claim to be acting in an official and authorized*
3 *capacity through a document they have signed when the person making such false claim has no*
4 *right to claim to be a mortgage creditor.*

5 44. The Defendants seek title to the subject property even though they have been paid by way
6 of the 2046 Balance Sheet as discussed above, which if successfully obtained will give them
7 flawed and defective and fraudulent title to the property as a stranger to the transaction as
8 discussed above. Consequently, the Defendants are the causal agents of the trover, having filed a
9 2046 Balance Sheet with the Federal Reserve, which states that the loan is paid in full.

11 45. *The Defendants are claiming to have the right to foreclose and take the title to our*
12 *property away from us without lawful standing as stranger to the original mortgage loan*
13 *transaction. This is an act designed to take our title away from us without standing and capacity,*
14 *since they are not either assignees nor agents of assignees. The law does not allow title to be*
15 *granted to someone with unverified claims. There is no evidence of an assignment of the note*
16 *and deed of trust to the Defendants or principals who they represent. And it has been decided*
17 *that trover lies for title deeds; 2 Yeates, R. 537; and for a copy of a record. Hardr. 111.*
18 **Vide 2 T. R. 788; 2 Salk. 654; 2 New Rep. 170; 3 Campb. 417; 3 Johns. R. 432; 10 Johns. R.**
19 **172; 12 Johns. R. 484; 6 Mass. R. 394; 17 Serg. & Rawle, 285; 2 Rawle, R. 241. The Fourth**
20 **Amendment prohibits any claims to result in the issuance of a court order unless the**
21 **claimant has verified their claim with an oath or affirmation, see Ex Parte Burford 7 US**
22 **448 (1806); Kalina v. Fletcher, 552 US 118 (1997).**

25 46. I seek a court order of cease and desist ordering the Defendants to stand down and cease
26 any and all attempts to collect the mortgage debt without an actual assignment of the note and
27 deed of trust executed by the original lender. The Defendants do not have any right, title or
28

1 interest in the subject property based upon the foregoing and especially where they have
2 presented flawed documents that forms the foundation for their complaint for ownership of the
3 subject property. In addition, I ask that the accounting records be brought forward known as the
4 2046 Balance Sheet so that the Defendants can supply full disclosure in discovery of all
5 accounting and bookkeeping records relevant to accurately reflect the balance paid on the
6 account. The Defendants have collected money in the form of a payment of a mortgage insurance
7 claim from the mortgage insurance carrier, after the loan went into default and was delinquent.
8 The Defendants or their principal were paid by the mortgage insurance carrier, and now seek to
9 be paid a second time by foreclosing, which is double recovery.
10

11 12 Third Cause of Action

13 14 Action of Covenant

15
16 47. The Plaintiffs do hereby incorporate by reference all of the previous paragraphs presented
17 in this claim as if fully incorporated herein.

18 48. To the extent that the Court grants relief to the Plaintiffs we ask that the Deed of Trust be
19 enforced so that the paragraph at Section 11 at Page 9 Section 20, at Page 11 and 12 be enforced
20 and that only the original lender or a legitimate assignee of the note and Deed of Trust may be
21 allowed to foreclose on the subject property. *Neither of the Defendants nor any principals,*
22 *associates, agents or affiliates are assignees of the deed of trust. An action of covenant has*
23 *traditionally been used for the enforcement of contracts and agreements.* We also ask the records
24 of the debt having been paid in full based upon the records of the 2046 Balance Sheet be brought
25 forward and be accounted for to offset the alleged debt that they claim that they have the right to
26 collect, although *their claim* is unverified and there is no assignment of the Deed of Trust and
27
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1 note. We also ask that the records of the mortgage insurance policy and the records of all
2 payments received by the Defendants for a payment of the claims filed under the existing
3 mortgage insurance policy be brought forward.

4 49. If the Defendants are somehow able to confirm that they have a verified claim then we
5 ask that that claim be offset by *the payment reflected on the 2046 Balance Sheet* that was
6 collected when the accounting records known as the 2046 Balance Sheet reflected the fact that
7 the debt was paid in full. We also ask that the payment of the mortgage insurance claim be
8 applied to the account so that the Plaintiffs can be properly credited with the full payment of the
9 loan. It is well known that Freddie Mac has purchased mortgage insurance for all of the loans in
10 their loan portfolio where the borrower put less than 20% down, which is the case with the
11 Alberto Rodriguez loan. *When a mortgagor signs a set of loan documents the signer is not the*
12 *only one who can pay off the debt. Others can pay off the debt, including the insurance carrier,*
13 *which is what has happened here. We refer the court to the deed of trust, **Exhibit A**, attached*
14 *and incorporated by reference for examination of said documents in relation to the claims stated*
15 *above.*
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19 Fourth Cause of Action

20 Action of Common Law Fraud

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22
23 50. The Plaintiffs do hereby incorporate by reference all of the previous paragraphs presented
24 in this claim as if fully incorporated herein.

25 51. The Defendants engaged in overt acts of fraud by engaging in the following conduct:

26 "The necessary elements of **fraud** are: (1) misrepresentation (false representation, concealment,
27
28

1 or nondisclosure); (2) knowledge of falsity (scienter); (3) intent to defraud (i.e., to induce
2 reliance); (4) justifiable reliance; and (5) resulting damage." (*Molko v. Holy Spirit Assn.* (1988)
3 46 Cal.3d 1092, 1108 [252 Cal. Rptr. 122, 762 P.2d 46]; see *Seeger v. Odell* (1941) 18 Cal.2d
4 409, 414 [115 P.2d 977, 136 A.L.R. 1291]; § 1709.)^[4] Only the last two elements are at issue in
5 this case.

6 **52. The Elements of Overt acts of misrepresentation and Fraud are present.** The
7 Defendants engaged in overt acts of fraud as follows: (1.) They misrepresented their status as an
8 assignee of the Deed of Trust and note on the subject property; (2.) They have misrepresented
9 themselves as mortgage creditors even though they are not mortgage creditors because they have
10 not assigned the Deed of Trust within 90 days of the start-up date of the Deed of Trust as
11 required by the Pooling and Servicing Agreement and as required under Title 26 US Code, §§
12 860D and 860G, therefore the assignment is ineffective and without force and effect in law; (3.)
13 They have already been paid the mortgage debt in full, since the debt was paid when they
14 prepared and executed the 2046 Balance Sheet, which documents the fact that the mortgage debt
15 is paid in full, and; (4.) They have not supplied a verified claim as that term is defined within the
16 body of this civil case and do not have a note endorsed in the name of the trustee of the trust that
17 allegedly holds the note, and therefore, they have no documented enforceable interest in the note
18 and Deed of Trust and there is no evidence that they have the note in their possession, and; (5.)
19 they have collected money from mortgage insurance claims for the subject property and *cannot*
20 seek double recovery by way of mortgage foreclosure.
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24 **53. The elements of full knowledge and intent are present.** The Defendants did engage in
25 the above fraudulent actions knowingly, with full knowledge and intent, knowing that the
26 Assignment of Deed of Trust is *non-existent and the documents sent to us are defective and*
27 *forged*, and knowing that they were violating Missouri laws, *mailing* a fraudulent document,
28

1 Preparing a false document, record or instrument in writing for any fraudulent or deceitful
2 purpose. They failed to properly assign the Deed of Trust and record said Assignment within 90
3 days of the start up date of the REMIC trust and by the cut off date of the REMIC Trust,
4 knowing the requirements of the relevant sections of Title 26 and the requirements of the Pooling
5 and Servicing agreement.

6 54. They executed the 2046 Balance Sheet, knowing that the mortgage debt was paid in full,
7 which is reflected on the 2046 Balance Sheet. They know that the requirements of a verified
8 claim have not been met and they know that they do not have a properly endorsed note as required
9 under state law, see *Pribus v. Bush*, 118 Cal App. 3d 1003 (1981), stating that the foreclosing
10 party must have the note in their possession and the endorsement must be on the note itself.
11 Please note: the state version of the Uniform Commercial Code is virtually identical from one
12 state to the next so this doctrine is universal and applies in every state. **Also, the Defendants**
13 **and all of them with full knowledge and intent did receive a mortgage insurance payoff**
14 **from the mortgage insurance carrier without disclosure of this fact that they received a**
15 **mortgage insurance payoff.**

16 55. **The elements of Justifiable Reliance and resulting damage are as follows:** We
17 justifiably relied upon the claims of the Defendants and did not file a lawsuit against the lender
18 immediately because we trusted their misrepresentations that they are authorized to collect the
19 debt and enforce the note and deed of trust. We delayed filing this civil action until now because
20 we believed their false statements and misrepresentations and now we may lose the subject
21 property as a result. This will result in the loss of our property, which is the resulting damage.
22 The Defendants are not mortgage creditors, and are not authorized by law for all of the foregoing
23 reasons to foreclose and they are not authorized to file an unlawful detainer case against us, as
24 strangers to the transaction.

1 56. There is no Substitution of Trustee document, and no Assignment of Deed of Trust
2 document on file at the County Recorders Office, see **Exhibit B**, attached and incorporated by
3 reference. *In the event that MERS surrogate signers are used to reverse engineer the missing*
4 *assignment*, the claim that MERS is a mortgage creditor and a beneficiary of the Mortgage is
5 contrary to the facts and contrary to the statements made by MERS by their own attorneys in
6 appellate court cases, where they have asserted that they are not mortgage creditors, and do not
7 hold the notes and deed of trust or mortgage because they only track mortgages. The Deed of
8 Trust document, see **Exhibit A**, states that only the original lender or an assignee can foreclose
9 on the mortgage under the terms and conditions of the Deed of Trust. Where the original lender
10 failed to assign the note and deed of trust, see *Bellistri v. Ocwen Loan Servicing, LLC*, *supra*
11 their claim to a right to foreclose is void. Evidence already presented demonstrates that (1.) The
12 note was *probably* informally assigned to FREDDIE MAC, and (2.) The Assignment of Deed of
13 Trust does not exist, which makes all subsequent documents, including but not limited to any
14 Substitution of Trustee void. The foreclosure was conducted on behalf of Ocwen Loan Servicing,
15 LLC who has no documented enforceable interest in the note and Deed of Trust, and does not
16 have the note in their possession, as discussed above. Therefore, the alleged lender has no
17 standing to foreclose.

20 57. If the Defendants are somehow able to confirm that they have a verified claim then we
21 ask that that claim be offset by the 2046 Balance Sheet that was collected when the accounting
22 records known as the 2046 Balance Sheet reflected the fact that the debt was paid in full, see the
23 Plaintiff's Affidavit, filed concurrently with this civil Claim, see **Exhibit E**, attached and
24 incorporated by reference. The elements of fraud are as follows: (1.) The Defendants billed us
25 for a mortgage debt that they cannot collect, on the date shown on the monthly Mortgage
26 Statement see **Exhibit D**, attached and incorporated by reference; (2.) The Defendants knew that
27
28

1 they did not have a proper assignment of the Deed of Trust recorded in the County records as
2 required under Missouri State Statutes see RSMO 443.035, and the federal laws cited above; (3.)
3 The original assignee is in Chapter 11 bankruptcy and cannot assign the loan or foreclose
4 without approval from the bankruptcy judge and the Defendants know this because OCWEN
5 LOAN SERVICING, LLC acquired the servicing rights as part of the liquidation of the assets of
6 the original lender, Homecomings Financial, LLC, and the prior loan servicer, GMAC Mortgage,
7 LLC, (4.) The Defendants knew that they were intentionally deceiving us about their standing
8 and capacity to enforce the loan because they knew there was no written assignment as required
9 under state and federal law, (5.) we initially believed the Defendants when they claimed that they
10 have the right to foreclose and suffered intentional infliction of emotional distress as a result, (6.)
11 The Defendants also knew that after the loan went into default that the mortgage insurance that
12 was purchased by the original lender would pay off the entire mortgage debt in full, and; (7.) The
13 Defendants carefully concealed the fact that the original lender has been paid in full from the
14 2046 Balance Sheet.
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19 Fifth Cause of Action

20 Action to Quiet Title

21
22 58. The Plaintiffs do hereby incorporate by reference all of the previous paragraphs
23 presented in this claim as if fully incorporated herein.
24

25 59. The Defendants are claiming to have a right, title and interest in the subject property,
26 based upon their undocumented and unverified claim of a property interest in the note and deed
27
28

1 of trust to the Alberto Rodriguez property. The Defendants have no documented enforceable
2 interest in the note and deed of trust. They have no right to foreclose on the Alberto Rodriguez
3 property based upon the hearsay evidence of a property interest in the note and deed of trust for
4 the Alberto Rodriguez property. The Alberto Rodriguez property is described in the public land
5 records as follows:

6 All of that land, improvements, and fixtures placed upon the land situated in St Louis
7 County, Missouri and more particularly described as follows:

8 Lot 3 of Forest Glen Estates, a subdivision of St. Louis County, Missouri, according to
9 the Plat thereof recorded in Plat Book 132, Pages 60 and 61 of St. Louis County Records.

10 Together with all improvements thereon known as and numbered as 1232 Wissman Drive.

11 Subject to existing building lines, easements, conditions, restrictions and zoning
12 regulations of record, if any.
13

14
15 60. We ask for declaratory relief and an order of cease and desist, ordering the
16 Defendants to cease and desist any and all actions to hold a non-judicial-foreclosure-sale on the
17 subject property. We ask that the court order the title to the subject property to be quieted in our
18 favor and in our name and declaring that the Defendants do not have any right, title or interest in
19 the subject property. Consequently, they have no right to enforce the note and deed of trust and
20 all claims of power to enforce said note and deed of trust must be declared void ab initio by the
21 court.
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ORDER

61. Upon a judgment order of this court by the tribunal, a wrongdoer failing to appear and speak under oath on the record before this court by the deadline stated in the claim, it is ordered to:

- a. Return all property claimed by Plaintiffs/Prosecutors,
- b. Award damages in the amount of costs and fees if Defendants/ Wrongdoers are found to have made false claims against a man's property without right which is fraud. Plus \$1000 per day for time and legal expenses, calculated beginning 21 days after the date of notice to appear. Final amount to be calculated on the day of judgment.
- c. Lift all liens and claims by Defendants/wrongdoers against property of Plaintiffs/Prosecutors within 3 business day of judgment, if by default or by trial by jury.

This order shall only be executed by the chosen magistrate upon approval of Plaintiffs/Prosecutors.

We, say here, and will verify in an open court, that all herein is true.

DATED: February 20th, 2018

By

Alberto Rodriguez

Alberto Rodriguez

By:

Maria Rodriguez

Maria Rodriguez

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VERIFICATION

We have read the **Claim Filed For Action Of Trespass on the Case, Action of Trover, Action of Covenant, Action of Common Law Fraud, Action to Quiet Title** and know the contents thereof to be true; and the same is true of our own knowledge, except to the matters, which are therein stated on our information and belief, and as to those matters, we believe them to be true. The foregoing is true, correct, complete and not misleading to the best of our knowledge and is signed under penalty of perjury.

Sealed by the voluntary act of our own hand on this February 20th, 2018 (date).



Alberto Rodriguez



Maria Rodriguez

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EXHIBITS LIST

Exhibit A

Deed of Trust

Exhibit B

Notice posted on the Freddie mac Website that Freddie
Mac owns the Alberto Rodriguez loan.

Exhibit C

Copy of the Article about the fact that Freddie Mac and Fannie
Mae purchase of mortgage insurance is routine when the borrower
pays less than 20 % down at closing.

Exhibit D

Copy of the Mortgage Statement

Exhibit E

Qualified Written Request and Affidavit of the Plaintiff's

EXHIBIT A



* 2 0 0 6 0 9 2 1 0 1 3 4 5 *

**JANICE M. HAMMONDS, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105**

TYPE OF
INSTRUMENT
DT

GRANTOR
RODRIGUEZ ALBERTO ETUX

TO

GRANTEE
HEMCOMINGS FIN NETWORK INC ETAL

PROPERTY DESCRIPTION: **FOREST GLEN EST LOT 3 PB 132 PG 60**

Lien Number

Notation

Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the **TYPE OF INSTRUMENT**, the **NAMES** of the **GRANTOR** and **GRANTEE** as well as the **DESCRIPTION** of the **REAL PROPERTY** affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the **ATTACHED DOCUMENT** governs. Only the **DOCUMENT NUMBER**, the **DATE** and **TIME** of filing for record, and the **BOOK** and **PAGE** of the recorded Document is taken from this **CERTIFICATION SHEET**.

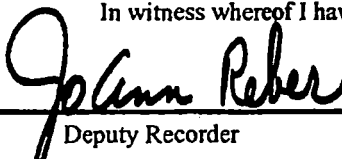
RECORDER OF DEEDS DOCUMENT CERTIFICATION

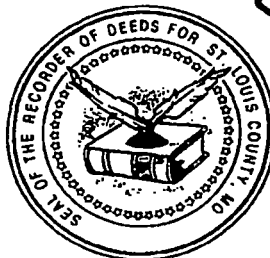
STATE OF MISSOURI)
SS.
COUNTY OF ST. LOUIS)

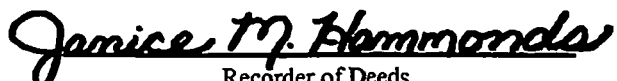
Document Number
1,345

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 21 pages, (this page inclusive), was filed for record in my office on the 21 day of September 2006 at 03:08 PM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.


Deputy Recorder




Recorder of Deeds
St. Louis County, Missouri

Mail to:

[Empty rectangular box for mailing address]

Destination code: 1 P

___ N.P.
___ N.P.C.
___ N.N.C.
___ N.N.I.

RECORDING FEE \$81.00
(Paid at the time of Recording)

20
Return To: HOMECOMINGS FINANCIAL NETWORK, INC.

One Meridian Crossing, Ste. 100
Minneapolis MN 55423
Loan Number: 047-000175-1

Lender address located on page 2

Trustee address located on page 2

Full Legal Description located on page 2 Exhibit A

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN

7512

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated SEPTEMBER 14TH, 2006 , together with all Riders to this document.

(B) "Borrower" is

ALBERTO RODRIGUEZ AND MARIA RODRIGUEZ, HUSBAND AND WIFE

whose address is 1232 WISSMANN DRIVE
SAINT LOUIS, MO 63011

Borrower is the trustor under this Security Instrument.

MISSOURI-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3026 1/01

VMP-6A(MO) (0107).01 MFMO7770 (06/2006) / 047-000175-1

Page 1 of 15

Initials: *A.R. Y.R.*

VMP Mortgage Solutions, Inc.



(C) "Lender" is HOMECOMINGS FINANCIAL NETWORK INC.

Lender is a CORPORATION

organized and existing under the laws of DELAWARE

Lender's address is 14850 QUORUM DRIVE, SUITE 500

DALLAS, TX 75254

(D) "Trustee" is Milsap & Singer, P.C., a Missouri Corporation

Trustee's address is 7777 Bonhomme Avenue, Suite 2300

, St. Louis , MO 63105

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated SEPTEMBER 14TH, 2006. The Note states that Borrower owes Lender ONE HUNDRED NINETY FOUR THOUSAND FIVE HUNDRED SIXTY AND NO/100 Dollars

(U.S. \$ 194,560.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than OCTOBER 1ST, 2036

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

VMP-6A(MO) (0107).01

Page 2 of 15

Initials: 

Form 3026 1/01

MFMO7770 (06/2006) / 047-000175-1

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants, bargains, sells, conveys and confirms to Trustee, in trust, with power of sale, the following described property located in the COUNTY of ST LOUIS :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

Legal description attached hereto and made a part hereof

Parcel ID Number: 22Q330815
1232 WISSMANN DRIVE
SAINT LOUIS
("Property Address"):

which currently has the address of

[Street]
[City] , Missouri 63011 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interest granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and

Initials: 

assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

Initials: R. P. M. I. R.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender or Trustee shall mail copies of a notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by Applicable Law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property to any later time on the same date by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Lease of the Property. Trustee hereby leases the Property to Borrower until this Security Instrument is either satisfied and released or until there is a default under the provisions of this Security Instrument. The Property is leased upon the following terms and conditions: Borrower, and every person claiming an interest in or possessing the Property or any part thereof, shall pay rent during the term of the lease in the amount of one cent per month, payable on demand, and without notice or demand shall and will surrender peaceable possession of the Property to Trustee upon default or to the purchaser of the Property at the foreclosure sale.

26. Homestead Exemption. Borrower hereby waives all homestead exemptions in the Property to which Borrowers would otherwise be entitled under Applicable Law.

27. Notice. Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of debt including promises to extend or renew such debt are not enforceable. To protect you (Borrower(s)) and us (Creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

Alberto Rodriguez (Seal)
-Borrower
ALBERTO RODRIGUEZ

Yana Rodriguez (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF MISSOURI,

St. Louis County ss:

On this *14th* day of *September* 2006, before me personally appeared
ALBERTO RODRIGUEZ AND MARIA RODRIGUEZ, HUSBAND AND WIFE

to me known to be the person(s) described in and who executed the foregoing instrument, and
acknowledged that he/she/*they* executed the same as his/her/*their* free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the
County and State aforesaid, the day and year first above written.

My Term Expires: 4/10/10



JULIA B. JENNINGS
My Commission Expires
April 10, 2010
St. Louis County
Commission #06397413

Julia B. Jennings
Notary Public Julia B. Jennings

Initials: *A.R. M.R.*

Exh. A

Lot 3 of Forest Glen Estates, according to the plat thereof recorded in Plat Book 132 page(s) 60 of the St
Louis County Records. /

FIXED/ADJUSTABLE RATE RIDER

(LIBOR One-Year Index (As Published In *The Wall Street Journal*)- Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 14TH day of SEPTEMBER, 2006
, and is incorporated into and shall be deemed to amend and supplement the
Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given
by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the
"Note") to HOMECOMINGS FINANCIAL NETWORK INC.

("Lender") of the same date and covering the property described in the Security Instrument
and located at: 1232 WISSMANN DRIVE
SAINT LOUIS, MO 63011
[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST
RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE
AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT
ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the
Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 7.6250 %. The Note also
provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the
first day of OCTOBER, 2013 , and the adjustable interest rate I will pay may change
on that day every 12th month thereafter. The date on which my initial fixed interest rate
changes to an adjustable interest rate, and each date on which my adjustable interest rate
could change, is called a "Change Date."

**MULTISTATE FIXED/ADJUSTABLE RATE RIDER - WSJ One-Year LIBOR - Single Family -
Fannie Mae Uniform Instrument
Form 3187 6/01**

MPCD6133 - (02/2005) / 047-000175-1

VMP-168R (0401).01

Page 1 of 4

Initials: *A.R. YIR*

VMP Mortgage Solutions, Inc.

(800)521-7291



(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year 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 each Change Date is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE FOURTH percentage points (2.2500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). 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.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.6250 % or less than 2.6250 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 12.6250 %.

(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 initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

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

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

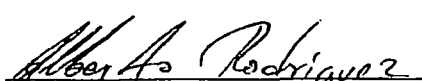
To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

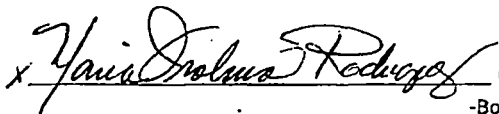
If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within

Initials: A. R. YER

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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

 (Seal)
ALBERTO RODRIGUEZ -Borrower

x  (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

EXHIBIT B

Yes. Our records show that Freddie Mac owns your mortgage. and your note date (the date you closed your loan) – is September 14, 2006.

What to Do Next

Please reach out to your lender (also referred to as your mortgage servicer) to discuss options that may be available to you, including the federal Home Affordable Refinance Program® (HARP).

<http://myhome.freddie.mac.com/refinance/understand-harp.html>) Their telephone number and mailing address should be listed on your monthly statement.

Steps to Get Started with HARP

You may be eligible for HARP if your note date is on or before May 31, 2009.

1. See if Freddie Mac Owns Your Loan
2. Learn More About HARP (<http://myhome.freddie.mac.com/refinance/understand-harp.html>)
3. Check Your Eligibility for HARP (<http://myhome.freddie.mac.com/mortgage-help/harp-eligibility.html>)
4. Get Prepared and Call Your Lender (<http://myhome.freddie.mac.com/mortgage-help/work-with-lender.html>)
5. Find a HARP Lender (<http://myhome.freddie.mac.com/refinance/new-lender.html>)

Visit My Home by Freddie Mac® (<http://myhome.freddie.mac.com/>) for information and guidance on options to stay in your home, options to leave your home, working with a housing counselor or your lender, avoiding fraud and more.

EXHIBIT C



News Release

Fannie Mae and Freddie Mac Issue Revised Private Mortgage Insurer Eligibility Requirements

FOR IMMEDIATE RELEASE

4/17/2015

Washington, D.C. – The Federal Housing Finance Agency (FHFA) today announced that Fannie Mae and Freddie Mac (the Enterprises) are issuing revised requirements for private mortgage insurance companies that insure mortgage loans either owned or guaranteed by the Enterprises. The revised eligibility requirements set financial and operational standards that private mortgage insurers must meet to receive approved insurer status with Fannie Mae or Freddie Mac and are designed to reduce risk to the Enterprises. The requirements are effective December 31, 2015.

As Conservator of the Enterprises, FHFA directed Fannie Mae and Freddie Mac to align and strengthen their risk management requirements for mortgage insurance counterparties. In July 2014, FHFA sought broad input on draft private mortgage insurer eligibility requirements. The finalized requirements reflect a multi-year effort to produce a clear and comprehensive set of standards that incorporate a new, risk-based framework to ensure that approved insurers have sufficient financial and operational strength to weather an economic downturn. Fannie Mae and Freddie Mac are issuing these requirements after the Enterprises and FHFA consulted with a range of stakeholders, including state insurance commissioners, private mortgage insurers, consumer advocates and seller/servicers.

"The requirements announced today are prudent steps to align and strengthen Fannie Mae and Freddie Mac's operational and financial requirements for private mortgage insurance companies, which will reduce the Enterprises' overall risk and protect taxpayers," said FHFA Director Melvin L. Watt. "Completion of this requirement fulfills a key Scorecard item for the Enterprises."

Links:

[Fannie Mae Statement](#)

[Freddie Mac Statement](#)

###

The Federal Housing Finance Agency regulates Fannie Mae, Freddie Mac and the 12 Federal Home Loan Banks. These government-sponsored enterprises provide more than \$5.6 trillion in funding for the U.S. mortgage markets and financial institutions. Additional information is available at www.FHFA.gov, on

Twitter [@FHFA](#), YouTube and LinkedIn.

Contacts:

Media: Stefanie Johnson (202) 649-3030 / Corinne Russell (202) 649-3032

Consumers: Consumer Communications or (202) 649-3811

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Search



Rent

Deciding Whether to Rent
Understanding What You Can Afford
Planning to Rent
Finding the Right Home
Understanding Your Rights

Buy

Deciding Whether to Buy
Understanding What You Can Afford
Planning to Buy
Finding the Right Home
Finding Your Team
Financing Your Purchase
Making an Offer
Inspecting & Appraising the Home
Closing the Loan

Own

Understanding Your Financial Obligations
Understanding Your Home's Value
Maintaining, Repairing, and Upgrading
Getting Involved in Your Community
Selling Your Home
Filing Your Paperwork

Refinance

Determining Whether to Refinance
Planning to Refinance
Understanding Refinance Options
Finding and Working with a Lender

Foreclosure & Alternatives

Assessing Your Situation
Who to Contact for Help
Options to Stay in Your Home
Options to Leave Your Home
Working With Your Lender
Knowing What to Expect After Foreclosure
My Home Has Been Foreclosed Upon

Resources

Calculators
Education & Assistance
Homeownership Blog [↗](#)
Loan Lookup Tool [↗](#)
Reference Center
What Home Means to Me

OWN

Paying PMI, Property Taxes & Homeowners Insurance

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UNDERSTANDING YOUR FINANCIAL OBLIGATIONS

- 1 **Paying Your Mortgage on Time**
- 2 **Paying Your Homeowners Association Fees**
- 3 **Paying PMI, Property Taxes & Homeowners Insurance**
- 4 **Budgeting & Planning Ahead**
- 5 **Understanding Foreclosure Warning Signs**

WHAT YOU'LL LEARN

- Your monthly escrow payment covers property taxes and homeowners insurance that your lender will pay on your behalf.
- Escrow payments are estimates so at the end of the year you may get a refund or have to pay extra for a shortfall.
- Once you've built up enough equity in your home, you can cancel your PMI.

In addition to principal and interest, your monthly mortgage payment may also include an escrow payment (property taxes and homeowners insurance) and private mortgage insurance (PMI) payment.

Escrow Payments

If your lender set up an escrow account for your mortgage, each month you'll also make an escrow payment to cover your property taxes and homeowners insurance. Your lender will deposit this amount into your escrow account and will pay for both of these items on your behalf when they are due.

- Lenders will estimate your homeowners insurance premium and real-estate property taxes yearly. It's important to remember that it's an estimate so at the end of the year you may get a refund or have to pay extra for a shortfall.
- Your taxes and insurance premiums will change over time and your escrow payment estimate will be adjusted yearly to reflect any changes.
- Check your year-end escrow statement carefully to make sure your bills are being paid and there are no mistakes. If you have questions or find a problem, contact your lender immediately as these

payments are ultimately your responsibility.

You may have the option to cancel your escrow payments to your lender once you have built up at least 20% equity in your home and are current on your payments. If you decide to go this route it is important to remember that you'll now be responsible for paying your taxes and insurance in full and on time.

TIP

Regularly scheduled monthly escrow payments are a good option for many homeowners because they eliminate the surprise of large annual or semi-annual payments when property taxes or insurance premiums are due.

Private Mortgage Insurance

If you made a down payment of less than 20% to buy your home, private mortgage insurance or PMI will be part of your monthly mortgage payment.

- The cost of PMI varies based on your loan-to-value ratio – the amount you owe on your mortgage compared to its value – and credit score. You can expect to pay between \$30 and \$70 per month for every \$100,000 borrowed.
- You'll have to pay PMI until you've built up more than 20% equity in your home. Borrowers with FHA loans are responsible for paying FHA mortgage insurance premiums for the life of the loan.
- If you are current on your mortgage payments, PMI will automatically terminate on the date when your principal balance is scheduled to reach 78% of the original value of your home. That date will be given to you in writing on a PMI disclosure form when you get your mortgage. [Learn More](#)

You can also request that your lender cancel your PMI if you have made additional payments or if rising home values have increased your home equity to more than 20%. Your request must be in writing and meet additional criteria that your lender specifies.

TIP

It's no doubt that PMI is an added cost, but it enabled you to buy your home and begin building equity versus waiting 5 to 10 years to build enough savings for a 20% down payment.

KEY TAKEAWAYS

1. PMI will automatically terminate on the date when your principal balance is scheduled to reach 78% of the

original value of your home.

- 2. Borrowers with FHA loans are responsible for paying FHA mortgage insurance premiums for the life of the loan.
- 3. Your taxes and insurance premiums will change over time and your escrow payment estimate will be adjusted yearly to reflect any changes.

OWNING RESOURCES

 **Blog**

PMI: Your Top Questions Answered 

 **What Home Means to Me**

Paul - Abington, MA

Calculator

Extra Payments 

Learn how advantageous extra monthly mortgage payments might be.

 **Worksheet**

Budget Worksheet

Use this worksheet to help you track your expenses and build a monthly budget.

Follow Us    

These webpages are for general informational purposes only. Contact your lender, your financial advisor, and/or a housing counselor for advice or information related to your specific situation.

[About Us](#) [Contact Us](#) [Terms of Use](#)  [Privacy](#)  [Loan Lookup](#) 

EXHIBIT D



OCWEN

www.ocwencustomers.com

1/14/17 11:22 AM 3 000360 20171119 M564Y9 OCWENRPP 1 oz DOM M564Y90000 146951 MS



ALBERTO RODRIGUEZ
 1232 WISSMANN DR
 BALLWIN MO 63011-4363



Property Address 1232 Wissmann Dr Ballwin, MO 63011	
Statement Date	11/17/17
Account Number	9998
Due Date	Due Now
Reinstatement Amount \$16,983.62 If payment is received after 12/16/17, a \$58.41 late fee may be charged.	
Customer Care	800-746-2936
Insurance	866-317-7661

Account Information		Explanation of Amount Due***	
Principal Balance*	\$191,315.25	Principal	\$191,315.25
Escrow Balance	-\$2,175.97	Interest	\$6,379.83
Maturity Date	October 1, 2036	Escrow Advance	\$2,175.97
Interest Rate (until October 1, 2018)	3.75000%	Fees/Other Charges (Since Last Statement)	\$931.75
Prepayment Penalty	No	Past Due Fees/Other Charges	\$905.90
		Total Amount Due	\$201,708.70
		<i>Alternative Payment – Reinstatement</i>	
		Principal	\$5,523.59
		Interest	\$5,939.97
		Escrow Payment	\$3,682.41
		Late Charge	\$114.40

* This is the Principal Balance only, not the amount required to pay the loan in full. ***This balance may increase over time.

Activity Since Last Statement (10/17/17 to 11/17/17)											
				How Payments & Charges were Applied							
Date Applied	Date Received	Description	Transaction Total	Principal	Interest	Escrow	Optional Products	Late Charges	Fees/Other	Unapplied Funds	
11/15/17		Charge - Title Commitment	-\$75.00						-\$75.00		
11/15/17		Charge - Appt. of Substitute Trustee	-\$31.00						-\$31.00		
11/15/17		Charge - Property Inspection Fee	-\$14.50						-\$14.50		
11/16/17	11/16/17	Tax Disbursement ST LOUIS COUNTY - COLLECTOR	-\$2904.77			-\$2904.77					
11/16/17		Charge - FC Thru Notice of Intentio	-\$811.25						-\$811.25		

Past Payments Breakdown				Special Notices	
	Paid Since Last Statement		Paid Year to Date		
Principal	\$0.00		\$544.38		
Interest	\$0.00		\$599.56		
Escrow (Taxes & Insurance)	\$0.00		\$398.67		
Fees/Other Charges	\$0.00		\$0.00		
Unapplied Funds**	\$0.00		\$0.00		
Total	\$0.00		\$1,542.61		

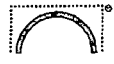
Important News

Our records indicate the mortgage is in foreclosure. Accordingly, this statement may be for informational purposes only. Payments received are to be applied in accordance with the mortgage documents. Payments will be first applied to bring the account contractually current. Any additional funds received will be applied to outstanding fees and advances, as applicable, prior to being applied to principal.

Tax season is right around the corner. Please visit OCWEN's website at www.ocwencustomers.com to verify the social security number on file for this account.

The mortgage has been accelerated (the past due balance, all fees, and the remaining principal balance is now due in full). This statement is not considered a payoff quote — any additional fees and expenses that post to the account after the statement date, must still be paid. Any funds in the escrow account remain in the account, and have not been applied to the total amount due. Once the accelerated amount due is received, any escrow account overages will be returned within 20 days. This account can still be reinstated (bringing the account to a current

See reverse side for important information and state specific disclosures.



Important Phone Numbers and Hours

Our automated telephone service will help you get fast and confidential answers to your questions. Be sure to have the Ocwen account number and social security number available for identification. You can call 24 hours a day, 7 days a week. Representatives are available to assist you during the following hours:

Customer Care Center: 800-746-2936 Monday-Friday: 8:00 am to 9:00 pm and Saturday: 8:00 am to 5:00 pm ET
Bankruptcy Customer Care Center: 888-554-6599 Monday-Friday: 8:00 am to 9:00 pm ET
Homeowners Insurance: 866-317-7661 Monday-Friday: 8:00 am to 9:00 pm and Saturday: 8:00 am to 5:00 pm ET

Special Number for the Hearing Impaired: 800-735-2943

Payment and Correspondence Addresses

Inquiries — General inquiries/correspondence should be mailed separately from any account payments:

Research Department**	Regular Payments*	HELOC Closure Requests	Express Payments
PO Box 24736	PO Box 660264	PO Box 24642	Ocwen Loan Servicing, LLC - Box #660264
West Palm Beach, FL 33416-4736	Dallas, TX 75266-0264	West Palm Beach, FL 33416-4642	1010 W. Mockingbird Ln., Suite 100
			Dallas, TX 75247

Insurance Department

PO Box 6723
Springfield, OH 45501-6723

Insurance Claims

PO Box 6501
Springfield, OH 45501-6501

Tax Bills

PO Box 24665
West Palm Beach, FL 33416-4665

Please address all correspondence to Ocwen Loan Servicing, LLC to the attention of the appropriate department. Be sure to include the Ocwen account number, name and property address.

*** All checks should be made payable to Ocwen Loan Servicing, LLC. Do not send correspondence with any payment and ensure that the Ocwen account number, name and property address are written on the front of the check or money order.**

**** This address must be used for all qualified written requests, notices of error, and/or requests for information.**

Ocwen Fee Structure***Loan Documents**

Collateral (Mortgage, Note and Riders) **FREE**
Individual documents **FREE**

Payment History (free on www.ocwencustomers.com) up to \$5.00

Verification of Mortgage (free on www.ocwencustomers.com) up to \$10.00

Amortization Schedule **FREE**

Payments

Website (pay before or within 10 business days of due date) **FREE**

Website (pay 10 business days or more after due date) up to \$10.00

Automated Phone System up to \$12.00

Agent Assistance up to \$19.50

Returned Check Fee up to \$40.00

**These fees are subject to change and may not apply in all instances, depending upon applicable state laws.*

Convenient Payment Options

Online Payment Services — Pay mortgage bills and view mortgage account statements online! To get started simply register for Account Access at www.ocwencustomers.com, log-in, and follow the enrollment instructions.

ACH (Automated Payments) — Automatic monthly payment withdrawals can now be easily setup and managed right from our website at www.ocwencustomers.com. Payments can be automatically drafted from a designated bank account on a monthly basis saving time and money, or as a one-time draft, that is free if drafted within ten days of the due date.

Pay by Phone — For information to use this quick and convenient service call the Customer Care number listed above. Please have the bank routing number and bank account number available. Fees may apply.

Pay via Western Union® Quick Collect® — To use this payment option, find the nearest location by calling 1-800-238-5772 or visiting www.westernunion.com and clicking on "Find A Location". The city code is "Ocwen" and the state is "FL". All payments should be made to "OCWEN" and provide the loan number.

Pay via MoneyGram® and Express Payments® — To find the nearest location, call 1-800-Moneygram or visit www.moneygram.com and click on "Locate MoneyGram Agent". At the agent location, please provide the clerk with the loan number, Receive Code 2355, the Company Name "OCWEN", the City Code "ORLANDO", and the State Code "FLORIDA". MoneyGram® and Express Payment® are registered marks of MoneyGram Payment Systems, Inc.

Important Information

Important Notice — This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is purely provided to you for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.

Payment Processing — Payments received after 5:00 p.m. CST are considered received as of the next business day.

Electronic Debit — When a check is provided as payment, we are authorized by the payor of the check either to use information from the check to make a one-time electronic funds transfer from the designated account or to process the payment as a check transaction. When we use information from the check to make an electronic funds transfer, funds may be withdrawn from the designated account as soon as the same day the payment is received, and you will not receive the check back from the designated financial institution.

Important Credit Reporting Notification — We may report information about the account to credit bureaus. Late payments, missed payments, or other defaults on the account may be reflected in your credit report.

Optional Product Information — Failure to pay a monthly charge for an Optional Product billed under "Optional Products" will not cause the mortgage account to be in default. Please call the Customer Care number listed above if you have any questions or to cancel the Optional Product enrollment.

Housing Counselor Information — If you are experiencing financial difficulties and would like counseling or assistance, you can contact the U.S. Department of Housing and Urban Development (HUD). For a list of homeownership counselors or counseling organization in your area, go to <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm> or call 800-569-4287.

Important Bankruptcy Information

If you have any questions regarding this statement, or do not want Ocwen to send you monthly statements in the future, please contact us at 1-888-554-6599. Bankruptcy payments from the Trustee should be mailed to Ocwen Loan Servicing, LLC, PO Box 24781, West Palm Beach, FL 33416-4781.

State Disclosures

NMLS #: 1852

NC Permit #: 3946



O C W E N

Ocwen Loan Servicing, LLC

19-01329-mg Doc 19-3 Filed 02/26/20
West Palm Beach, FL 33416-4739

Mortgage Account Statement

Pg 123 of 206

www.ocwencustomers.com

Property Address 1232 Wissmann Dr Ballwin, MO 63011	
Statement Date	11/17/17
Account Number	9998
Due Date	Due Now
Reinstatement Amount \$16,983.62 <i>If payment is received after 12/16/17, a \$58.41 late fee may be charged.</i>	
Customer Care	800-746-2936
Insurance	866-317-7661

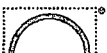
Account Information		Explanation of Amount Due***	
Principal Balance*	\$191,315.25	Miscellaneous Exp	\$1,723.25
Escrow Balance	-\$2,175.97	Reinstatement amount (as of 11/17/17)	\$16,983.62
Maturity Date	October 1, 2036		
Interest Rate (until October 1, 2018)	3.75000%		
Prepayment Penalty	No		
* This is the Principal Balance only, not the amount required to pay the loan in full. ***This balance may increase over time.		Activity Since Last Statement (10/17/17 to 11/17/17)	

Past Payments Breakdown			Special Notices
	Paid Since Last Statement	Paid Year to Date	
Principal	\$0.00	\$544.38	
Interest	\$0.00	\$599.56	
Escrow (Taxes & Insurance)	\$0.00	\$398.67	
Fees/Other Charges	\$0.00	\$0.00	
Unapplied Funds**	\$0.00	\$0.00	
Total	\$0.00	\$1,542.61	

Important News

status) and avoid foreclosure. The amount required to reinstate the mortgage account as of the date of this statement is listed above. To reinstate the mortgage, a CERTIFIED payment (cashier's check, bank check, title check, attorney's escrow check or wire transfer) should be sent. Any other methods of payment will be returned. Before sending any payment, we should be contacted to verify the amount needed to pay off or reinstate the mortgage. If you have an attorney, please provide a copy of this statement to your attorney. For any questions about the mortgage, please call 1-800-746-2936 and ask to set up an appointment with Michael Gingras, the account relationship manager, or schedule an appointment at www.ocwencustomers.com.

See reverse side for important information and state specific disclosures.





ate: 11/18/17

Loan Number: [REDACTED] 9998

LBERTO RODRIGUEZ
232 WISSMANN DR
ALLWIN MO 63011

Property Address

1232 Wissmann Dr
Ballwin, MO 63011

**** DELINQUENCY NOTICE ****

You are late on your mortgage payments. As 11/17/17 you are 289 days delinquent on your mortgage loan. Your account first became delinquent on 02/02/17. Failure to bring your loan current may result in fees and foreclosure* - the loss of your home.

Recent Account History

- Payment due 11/01/17 UNPAID AMOUNT OF \$1,532.96
- Payment due 10/01/17 UNPAID AMOUNT OF \$1,508.80
- Payment due 09/01/17 UNPAID AMOUNT OF \$1,508.80
- Payment due 08/01/17 UNPAID AMOUNT OF \$1,508.80
- Payment due 07/01/17 UNPAID AMOUNT OF \$1,508.80
- Payment due 06/01/17 UNPAID AMOUNT OF \$1,508.80

Total: \$16,983.62. You must pay this amount to bring your loan current. Please note that the Total Amount Due includes our next regular monthly payment.

This amount may not include all fees and charges, as all fees and charges may not have been billed or posted to your account as of the letter date. Please contact us for your current reinstatement amount or payoff amount.

Our account has been referred to an attorney to foreclose. The first step in this process, the first legal filing, has been completed.

Our records indicate that you have agreed to participate in the Trial Approved

If the loan has foreclosure protection provided under the Servicemembers Civil Relief Act (SCRA) or similar state law, Ocwen will not conduct foreclosure activity during the foreclosure protection period.

You Are Experiencing Financial Difficulty: See the back of the billing statement for information about mortgage counseling assistance.

EXHIBIT E

Notice of Debt Validation and Demand for Production of Documents
(Requiring for all documents in discovery, under Civil rule 36)

Date: 6-07-2017

From: as man, Alberto Rodriguez
Private Property/Home Owner, Grantor/Authorized Representative
All Rights Reserved: U.C.C.1-207/1-308; U.C.C.1-103
c/o 1232 Wissmann Drive
Ballwin, Missouri
Zip Exempt [63011]
via United States Republic, Continental, North America
Non-Domestic, Non Resident, via united States Mail
without the United States corp. ®

To: Ronald M Faris, President and Chief Executive Officer, Operating in a Corporate commercial
capacity
Ocwen Loan Servicing, LLC
1661 Worthington Road
West Palm Beach, FL 33409
Registered Mail: RF 114 365 485 US

Re: Notice of Debt Validation and Demand for Production of Documents according to the law
regarding property fictitiously described as 1232 Wissmann Drive, Ballwin, Missouri 63011
for the Alleged Ocwen Loan Servicing, LLC Account Number [REDACTED] 9998

Dear Ronald M Faris, and all other known and unknown Alleged Lenders (All are operating in a Corporate
Commercial Capacity):

I am in receipt of your May 22, 2017 statement (see Exhibit 1). This letter is to notify you, your firm, your
servicing company and the mortgage company claiming ownership of this alleged loan and note, that I am
exercising my rights under the "Fair Debt Collections Practices Act" as codified at 15 USC § 1692, which
stipulates that a debt collector must, if requested, provide validation of the alleged debt, i.e. validate the
debt, per the "Fair Debt Collections Practices Act", "FDCPA". The debt collector (Foreclosure Attorney,
Bank, Alleged Lender) is mandated under "FDCPA" to cease and desist ALL collection activity until
validation of the original note is provided. This letter requests VALIDATION of the alleged debt
accompanied by an Affidavit from the alleged lender.

This is your Loan No [REDACTED] 9998, that the man, Alberto Rodriguez lent to the following corporation,
Ocwen Loan Servicing, LLC, the man, ALBERTO RODRIGUEZ is the Authorized Representative of the
Corporate Artificial Person's Account of ALBERTO RODRIGUEZ who is identified as the sole Lender of
the Loan "Original issuer" of the credit, and the Mortgage company(s) as "Borrowers" of said loan and All
"Pool" Investors. (If said Facts are not true, please come forth and 'verify' by way of "oath or affirmation"
in open court).

I hereby object to the Notice/Statement and request that you send a copy of this letter to your insurance
carrier and all other interested parties as described herein. Please provide the following:

1. Copy of the original alleged note accompanied by an AFFIDAVIT from the alleged lender
2. Identify to what the alleged debt pertains
3. Provide details on how the alleged debt was calculated
4. Provide Regulation Z, and Notice of Right to Cancel (Truth in Lending Act)
5. Provide copies of any papers which show that I, the man, Alberto Rodriguez agreed to pay the alleged
debt

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Notice of Debt Validation and Demand for Production of Documents
(Requiring for all documents in discovery, under Civil rule 36)

6. Identify the original creditor
7. Provide the agreement between the creditor and your firm, which authorizes you to collect funds (without a contract, your firm has no right to foreclose)
8. Provide evidence that the Statute of Limitations has not expired on this account
9. Provide evidence that you are licensed to collect in our state
10. Provide your license numbers and the name and license numbers of the alleged lender's Registered Agent

In order to address the alleged debt and these foreclosure issues you are being required to provide me with the following, under first hand knowledge and under verified "oath or affirmation" of what you submit to us is a "true & correct:

1. a "certified" copy of the **2046 balance sheet** as it relates to the original "loan". [Sworn under Oath or Affirmation]
2. a "certified" copy of the **1099 OID report**. [Sworn under Oath or Affirmation]
3. a "certified" copy of the **S3 registration statement**. [Sworn under Oath or Affirmation]
4. a "certified" copy of the **424 B-5 prospectus** (security filing). [Sworn under Oath or Affirmation]
5. a "certified" copy of the **RC S & RC B call schedules**. [Sworn under Oath or Affirmation]
6. a "certified" copy of the **FASB** (Financial Accounting Standards Board) part of **GAAP** (Generally Accepted Accounting Standards). [Sworn under Oath or Affirmation]
7. a "certified" copy of the **FAS 125, 133, 140, 5, 95**. [Sworn under Oath or Affirmation]

In addition, if there is a dispute of the facts of any alleged debt due and owing, please rebut my Affidavit attached via Sworn Affidavit. For the record, I understand that:

1. There is no lawful delinquency or default. The Alleged Lender has been paid in full plus a fee for standing in for an undisclosed third party Alleged Lender that was not properly registered or regulated as a financial institution or Alleged Lender at the time the transaction took place.
2. The Alleged Lender has failed to state the name or address of the holder in due course, John Does 1-1000, being the holders of certificates of asset backed securities, which are backed by the security instrument (mortgage) on the subject residential property.
3. The Alleged Lender does not own, possess or control the note or the mortgage, which has been satisfied in full. Demand is herewith made for satisfaction of mortgage to be filed in the appropriate county records.
4. Your authority as Trustee has also been transferred to the Trustee of the pooled mortgages and/or notes on various properties, real and personal, that were included in an asset pooled that was eventually securitized and sold to investors, who along with others in the chain of securitization acquired rights and obligations to the note, mortgage, and stream of revenue eventually due to the investor.
5. Because of the known dispute herein and via Affidavit attached, that the presence of necessary and indispensable parties to any dispute that the true holders in due course might have against me, only

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Notice of Debt Validation and Demand for Production of Documents

(Requiring for all documents in discovery, under Civil rule 36)

a judicial proceeding in which all parties are included will provide a fair determination of the rights, obligation and title to the property, mortgage and note.

6. The "loan closing" was in fact a scheme to trick me into issuing a negotiable instrument that was pre-sold to investors as an unregulated security. The parties and their fees were not revealed nor was the true APR disclosed, as it was inflated considerably by the intentional overstatement of the appraisal on the property.
7. The title agent, which might well be the same as the Trustee also has insurance for errors and omissions and the title insurance company that issued the policy will have total liability for this fraudulent transaction to the extent it had knowledge through its agents of the fraudulent scheme.
8. The totality of the transaction violates numerous state and federal laws including usury, Truth in Lending, deceptive business practices, and administrative standards for the practice of professions.

The respondents, if any, must have all signatures that are signed in WET-INK by a man/woman from Ocwen Loan Servicing, LLC, not limited to C.E.O./C.F.O., and all other known and unknown Alleged Lenders verifying its authenticity of the signer having direct first hand knowledge of the fact that they state in question, and verified under sworn oath or affirmation!!!

A failure to respond in-whole and not in-part will be considered an admission that all of the required documentation is not available and or you just don't have them, And I will see you in a court of Law for damages.

NOTICE

FOR THE RECORD, IF ANY PAPERWORK SENT TO US IS NOT SWORN UNDER FIRST HAND KNOWLEDGE UNDER OATH OR AFFIRMATION "PENALTY OF PERJURY" HEREIN, AS BEING DEMANDED BY US MANY TIMES BEFORE, IT WILL BE CONSIDERED YOUR LACK OF GOOD FAITH / TRUST AND FAIR DEALINGS (BREACH OF COVENANT) UCC § 205, AND THAT YOU ARE MORE THAN JUST SUSPECT, BUT YOU AGREE FOR YOUR WHOLE ORGANIZATION'S GUILT, THAT THEY ARE GUILTY FOR OPERATING IN "FRAUD", AND THAT YOU CONFIRM, ASSENT, CONCUR AND AGREE, TO THIS BEING OUR LAST COMMUNICATION RESPONDING BACK TO EACH OTHER AGAIN, AS WE SEE YOUR CORPORATION ORGANIZATION OPERATE IN PURE FRAUD AND NOT OPERATING IN GOOD FAITH AND FAIR DEALINGS, AND WE WILL DEAL WITH YOU IN A COMPETENT COURT OF LAW, TRIAL BY JURY...

Please provide the above "verified" documents within 21 (twenty one) calendar days, of your receipt of what we require. If the documents are not "verified", under sworn oath or affirmation, penalty of perjury, they will be considered along with your guilt a fraud upon the Court that you have no standing in law to foreclose on my Home and your non-proof is "dead in the eyes of the Law".

UCC § 2-103(1)(b): provides that good faith means "honesty" in fact and the observance of reasonable commercial standards of fair dealing in the trade." The phrase "good faith is used in a variety of context, and its meaning varies somewhat with the context. Good faith performance or enforcement of a contract emphasizes faithfulness to an agreed common purpose and consistency with the justified expectations of the other party.

Notice of Debt Validation and Demand for Production of Documents
(Requiring for all documents in discovery, under Civil rule 36)
According to UCC § 2-207, Rules and Regulations: (Your Performance, Is Your Acceptance)

For The Public Record In Good Faith

Kindest, "Without Prejudice" UCC 1-308 Date: 6-07-17 A.D.

a man, Alberto Rodriguez

Alberto Rodriguez, Grantor/Authorized Representative
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U.C.C.1-207/1-308/2-2-7/1-103.6/2-103(1)(b)

Enclosures:

- (1) Exhibit 1 – Statement dated May 22, 2017
- (2) Exhibit 2 – Affidavit of Fact/Truth in the Nature of Require/Demand Discovery for Alberto Rodriguez

JURAT / ACKNOWLEDGMENT

STATE OF Missouri)

) ss:

COUNTY OF St. Louis)

On the 07 day of June, 2017 before me, a Notary Public in and for the above state and county, personally appeared the above person(s), Alberto Rodriguez, presented lawful personal identification and who executed the foregoing instrument, and being first duly sworn, such person(s) acknowledged that they executed said instrument for the purposes therein contained as their free and voluntary act and deed, were identified on the basis of identification documents and shown to be the same person(s).

WITNESS my hand and official seal.

(Seal)

K. Adele Kubers Quale Notary Public

My commission expires: 03/13/19



K. ADELE KUBES QUALE
My Commission Expires
March 13, 2019
Franklin County
Commission #15024516

Cc: United States Department of Justice
ATTN: Service Members DOT GOV
1155 Defense Pentagon
Washington, DC 20301-1155
Certified Mail:

Cc: Sheriff Jim Buckles
St. Louis County Sheriff
105 South Central Avenue, 5th Floor
Clayton, MO, 63105
Certified Mail:

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Notice of Debt Validation and Demand for Production of Documents
(Requiring for all documents in discovery, under Civil rule 36)

Cc: U.S. marshal William C. Sibert
Thomas Eagleton Courthouse
111 S. 10th Street, Room 2.319
St. Louis, MO 63102-1116
Certified Mail: 7016 3560 0000 6406 6132

Cc: Steven Terner Mnuchin, Secretary of the US Treasury
UNITED STATES DEPARTMENT OF THE TREASURY
1500 Pennsylvania Ave., N.W.
Washington, D.C. 20220
Certified Mail: 7016 3560 0000 6406 6118

Cc: Josh Hawley, Attorney General
Missouri Attorney General's Office
Supreme Court Building
207 W. High Street, PO Box 899
Jefferson City, MO 65102
Certified Mail: 7016 3560 0000 6406 6156

Cc: Eric Greitens, Governor
PO Box 720
Jefferson City, MO 65102
Certified Mail: 7016 3560 0000 6406 6163

Cc: Eric Schmitt, Treasurer
Missouri State Treasurer
PO Box 210
Jefferson City, MO 65102
Certified Mail: 7016 3560 0000 6406 5739

Cc: Jeff Sessions, Attorney General of the United States
U.S. Department of Justice
950 Pennsylvania Avenue
Washington, D.C. 20530-0001
Certified Mail: 7016 3560 0000 6406 6187

Cc: Archbishop Robert J. Carlson
Archdiocese of St. Louis
20 Archbishop May Drive
St. Louis, MO 63119
Certified Mail: 7016 3560 0000 6406 5685

Cc: Acting Director
Federal Bureau of Investigation (FBI)
935 Pennsylvania Avenue, NW
Washington, DC 20535-0001
Certified Mail: 7016 3560 0000 6406 5692

Notice of Debt Validation and Demand for Production of Documents
(Requiring for all documents in discovery, under Civil rule 36)

Cc: Honorable Roy Blunt, Senator
260 Russell Senate Office Building
Washington, DC 20510
Certified Mail: 7016 3560 0000 6406 5708

Cc: Honorable Claire McCaskill, Senator
503 Hart Senate Office Building
Washington, DC 20510
Certified Mail: 7016 3560 0000 6406 5715

Cc: Honorable Ann Wagner, Congresswoman
435 Cannon House Office Building
Washington, DC 20515
Certified Mail: 7016 3560 0000 6406 5722

Cc: Honorable James C. Duff, Director
Administrative Office of the United States Courts
One Columbus Circle, NE
Washington, DC 20544
Certified Mail: 7016 3560 0000 6406 6095

Cc: Chief
District Court Administration Division
One Columbus Circle, NE
Washington, DC 20544
Certified Mail: 7016 3560 0000 6406 6101

Cc: Honorable Chuck Grassley, Chairman
United States Senate Committee on the Judiciary
224 Dirksen Senate Office Building
Washington, DC 20510-6050
Certified Mail: 7016 3560 0000 6406 5746

Cc: Honorable Robert Goodlatte, Chairman
United States House Committee on the Judiciary
2138 Rayburn Office Building
Washington, DC 20515
Certified Mail: 7016 3560 0000 6406 5760

Notice of Debt Validation and Demand for Production of Documents
(Requiring for all documents in discovery, under Civil rule 36)
CERTIFICATE OF SERVICE

I reside within the County of St. Louis, State of Missouri and am over the age of 18 years, and I am not a party to the within action. My address is: 3830 S. Compton Ave.
Saint Louis MO 63118

On this date June 8, 2017, I served the foregoing pleading entitled,

Certificate of Service

Notice of Debt Validation and Demand for Production of Documents

(1) Exhibit 1 – Statement dated May 22, 2017

(2) Exhibit 2 – Affidavit of Fact/Truth in the Nature of Require/Demand Discovery for Alberto Rodriguez

by placing a true copy of the above-described documents in a sealed envelope addressed to each interested party as set forth below, with postage thereon fully prepaid, for collection and mailing at a post office in the city of St. Louis and the state of Missouri, and such envelopes were sent to be mailed via the United States Post Office First Class Certified Mail, to all interested parties to this action, and as follows:

To: Ronald M Faris, President and Chief Executive Officer, Operating in a Corporate commercial capacity
Ocwen Loan Servicing, LLC
1661 Worthington Road
West Palm Beach, FL 33409
Registered Mail: RF 114365 485 US

Cc: United States Department of Justice
ATTN: Service Members DOT GOV
1155 Defense Pentagon
Washington, DC 20301-1155
Certified Mail: 7016 3560 0000 6406 6149

Cc: Sheriff Jim Buckles
St. Louis County Sheriff
105 South Central Avenue, 5th Floor
Clayton, MO, 63105
Certified Mail: 7016 3560 0000 6406 6170

Cc: U.S. marshal William C. Sibert
Thomas Eagleton Courthouse
111 S. 10th Street, Room 2.319
St. Louis, MO 63102-1116
Certified Mail: 7016 3560 0000 6406 6132

Cc: Steven Terner Mnuchin, Secretary of the US Treasury
UNITED STATES DEPARTMENT OF THE TREASURY
1500 Pennsylvania Ave., N.W.
Washington, D.C. 20220
Certified Mail: 7016 3560 0000 6406 6118

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Notice of Debt Validation and Demand for Production of Documents
(Requiring for all documents in discovery, under Civil rule 36)

- Cc: Josh Hawley, Attorney General
Missouri Attorney General's Office
Supreme Court Building
207 W. High Street, PO Box 899
Jefferson City, MO 65102
Certified Mail: 7016 3560 0000 6406 6156
- Cc: Eric Greitens, Governor
PO Box 720
Jefferson City, MO 65102
Certified Mail: 7016 3560 0000 6406 6163
- Cc: Eric Schmitt, Treasurer
Missouri State Treasurer
PO Box 210
Jefferson City, MO 65102
Certified Mail: 7016 3560 0000 6406 5739
- Cc: Jeff Sessions, Attorney General of the United States
U.S. Department of Justice
950 Pennsylvania Avenue
Washington, D.C. 20530-0001
Certified Mail: 7016 3560 0000 6406 6187
- Cc: Archbishop Robert J. Carlson
Archdiocese of St. Louis
20 Archbishop May Drive
St. Louis, MO 63119
Certified Mail: 7016 3560 0000 6406 5685
- Cc: Acting Director
Federal Bureau of Investigation (FBI)
935 Pennsylvania Avenue, NW
Washington, DC 20535-0001
Certified Mail: 7016 3560 0000 6406 5692
- Cc: Honorable Roy Blunt, Senator
260 Russell Senate Office Building
Washington, DC 20510
Certified Mail: 7016 3560 0000 6406 5708
- Cc: Honorable Claire McCaskill, Senator
503 Hart Senate Office Building
Washington, DC 20510
Certified Mail: 7016 3560 0000 6406 5715
- Cc: Honorable Ann Wagner, Congresswoman
435 Cannon House Office Building
Washington, DC 20515
Certified Mail: 7016 3560 0000 6406 5722

Notice of Debt Validation and Demand for Production of Documents
(Requiring for all documents in discovery, under Civil rule 36)

Cc: Honorable James C. Duff, Director
Administrative Office of the United States Courts
One Columbus Circle, NE
Washington, DC 20544
Certified Mail: 7016 3560 0000 6406 6095

Cc: Chief
District Court Administration Division
One Columbus Circle, NE
Washington, DC 20544
Certified Mail: 7016 3560 0000 6406 6101

Cc: Honorable Chuck Grassley, Chairman
United States Senate Committee on the Judiciary
224 Dirksen Senate Office Building
Washington, DC 20510-6050
Certified Mail: 7016 3560 0000 6406 5746

Cc: Honorable Robert Goodlatte, Chairman
United States House Committee on the Judiciary
2138 Rayburn Office Building
Washington, DC 20515
Certified Mail: 7016 3560 0000 6406 5760

I declare under penalty of perjury under the laws of the State of Missouri that the foregoing is true and correct.

Executed on this date June 8, 2017, at a post office in the city of St Louis and the state of Missouri.

Maria Martinez
Signature of Declarant

MARIA MARTINEZ
Name of Declarant

Exhibit 1



Ocwen Loan Servicing, LLC
WWW.OCWEN.COM
Helping Homeowners is What We Do!™

1661 Worthington Road, Suite 100
West Palm Beach, FL 33409
Toll Free: (800) 746-2936

05/22/2017

Loan Number: [REDACTED] 9998



Alberto Rodriguez
1232 Wissmann Dr
Ballwin, MO 63011-4363

Property Address: 1232 Wissmann Dr
Ballwin, MO 63011

Re: Delinquency Information

Dear Alberto Rodriguez

We are providing the information in this notice because, as of the date of this letter, the above account is delinquent.

****DELINQUENCY NOTICE****

You are late on your mortgage payments. As of 05/20/17, you are 110 days delinquent on your mortgage loan. Your account first became delinquent on 02/02/17. Failure to bring your loan current may result in fees and foreclosure* - the loss of your home.

Recent Account History

- Payment due 05/01/17: UNPAID AMOUNT OF \$1508.8
- Payment due 04/01/17: UNPAID AMOUNT OF \$1508.8
- Payment due 03/01/17: UNPAID AMOUNT OF \$1508.8
- Payment due 02/01/17: UNPAID AMOUNT OF \$1542.61
- Payment due 01/01/17: FULL PAYMENT PAID on 01/16/17
- Payment due 12/01/16: FULL PAYMENT PAID on 12/14/16
- **Total: \$7718.71. You must pay this amount to bring your loan current. Please note that the Total Amount Due includes your next regular monthly payment.**

This amount may not include all fees and charges, as all fees and charges may not have been billed or posted to your account as of the letter date. Please contact us for your current reinstatement amount or payoff amount.

*If the loan has foreclosure protection provided under the Servicemembers Civil Relief Act (SCRA) or similar state law, Ocwen will not conduct foreclosure activity during the foreclosure protection period.

If You Are Experiencing Financial Difficulty: If you are experiencing financial difficulties and would like counseling or assistance, you can contact the U.S. Department of Housing and Urban Development (HUD). For a list of homeownership counselors or counseling organizations in your area, go to www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm or call 800.569.4287.

NMLS # 1852

MADNREM

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is purely provided to you for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.

Exhibit 2

Affidavit of Fact/Truth in the Nature of Require/Demand Discovery

AFFIDAVIT OF ALBERTO RODRIGUEZ

This document complies with the Administrative Procedure Act, and is tendered for remedy and is a Notice of Debt Validation and Demand for Production of Documents made by Affiant. Only a proper and timely rebuttal, under the terms and conditions contained herein, is sufficient to cure and justify Affiant's Notice of Debt Validation and Demand for Production of Documents in commerce.

Introductory Certification

The Undersigned Affiant, Alberto Rodriguez (Principals, hereinafter Affiant), authorized representative for ALBERTO RODRIGUEZ and do herewith solemnly declare, affirm and state on his own unlimited commercial liability as follows:

1. Affiant is a man, dwelling on the land within the boundaries of the United States of America.
2. Affiant is mentally competent and of legal age to state the matters set forth herein.
3. Affiant has personal firsthand knowledge of the facts stated herein.
4. Affiant states all of the facts herein to be true, correct, complete, admissible in evidence, not intended to mislead, and is the truth, the whole truth, and nothing but the truth, in accordance with Affiant's beliefs and personal firsthand knowledge and understanding.

Plain Statement of Facts

5. Affiant is the Principal and Authorized Representative speaking by necessity for the ens legis, (legal fiction), Alberto Rodriguez authorized representative for ALBERTO RODRIGUEZ, alleged borrower/debtor, hereinafter 'Alberto'.
6. All parties to the NOTE, hereinafter 'Note' for the above referenced and OCWEN LOAN SERVICING, LLC for an alleged loan, are collectively hereinafter responsible as 'Alleged Lenders' to this notice and affidavit, whether all Alleged Lenders are identified herein or unknown at this time.
7. Affiant states that OCWEN LOAN SERVICING, LLC is intentionally concealing and withholding material facts regarding any documentation showing a "true & correct certified" copy of the 2046 balance sheet as it relates to the original "loan". [Sworn under Oath or Affirmation]
8. Affiant states that OCWEN LOAN SERVICING, LLC is intentionally concealing and withholding material facts regarding any documentation showing a "true & correct certified" copy of the 1099 OID report. [Sworn under Oath or Affirmation]
9. Affiant states that OCWEN LOAN SERVICING, LLC is intentionally concealing and withholding material facts regarding any documentation showing a "true & correct certified" copy of the S3 registration statement. [Sworn under Oath or Affirmation]
10. Affiant states that OCWEN LOAN SERVICING, LLC is intentionally concealing and withholding material facts regarding any documentation showing a "true & correct certified" copy of the 424 B-5 prospectus (security filing). [Sworn under Oath or Affirmation]
11. Affiant states that OCWEN LOAN SERVICING, LLC is intentionally concealing and withholding material facts regarding any documentation showing a "true & correct certified" copy of the RC S & RC B call

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Affidavit of Fact/Truth in the Nature of Require/Demand Discovery

schedules. [Sworn under Oath or Affirmation]

12. Affiant states that OCWEN LOAN SERVICING, LLC is intentionally concealing and withholding material facts regarding any documentation showing a "true & correct certified" copy of the FASB (Financial Accounting Standards Board) part of GAAP (Generally Accepted Accounting Standards). [Sworn under Oath or Affirmation]

13. Affiant states that OCWEN LOAN SERVICING, LLC is intentionally concealing and withholding material facts regarding any documentation showing a "true & correct certified" copy of the FAS 125, 133, 140, 5, 95. [Sworn under Oath or Affirmation]

14. Affiant understands that there does not exist satisfactory evidence demonstrating that Alleged Lenders are in possession of the Original Wet-Ink Promissory 'Note' and have legal standing as "Note Holder" of said Note regarding the ALLEGED OCWEN LOAN SERVICING, LLC ACCOUNT # [REDACTED] 9998, and believes none exists.

15. Affiant understands that there does not exist lawful evidence demonstrating that Alleged Lenders can produce a valid sworn proof of claim, (Form B10), and believes none exists.

16. Affiant understands that there does not exist satisfactory evidence demonstrating that Alleged Lenders did not endorse and sell the original Note security, and believes none exists.

17. Affiant understands that there does not exist evidence demonstrating that any Alleged Lenders made a "loan" of money for the original Note transaction, confirmed by the original IRS 1099-A, the accounting ledger and certified GAAP records, and the Title Company Transaction Log dated within seventy-two (72) hours of the date of the Note, and believes none exists.

18. Affiant understands that there does not exist lawful evidence demonstrating that Alleged Lenders can produce a valid sworn proof of loss, (Form W10), and any claim of "risk" from a "loan" of money for the ALLEGED OCWEN LOAN SERVICING, LLC ACCOUNT # [REDACTED] 9998, and believes none exists.

19. Affiant understands that there does not exist evidence demonstrating that Alleged Lenders have verified and validated the alleged debt regarding the ALLEGED OCWEN LOAN SERVICING, LLC ACCOUNT # [REDACTED] 9998, pursuant to the State and Federal FDCPA, GAAP, and Banking Commission Laws and Procedures, and believes none exists.

20. Affiant understands that the promissory note was bifurcated from the mortgage making the alleged debt obligation void.

21. Affiant understands that there does not exist TILA and RESPA disclosures were which was suppose to be given at the time of settlement. Or why missing the disclosure statements were missing from the disclosures.

22. Affiant understands that there that Alleged Lenders did not in fact operate with clean hands or in good faith nor did Alleged Lenders provide full, complete, and truthful disclosure of its underlying, undisclosed, secret intents in such Alleged Lenders must exhibit of Notice of Cancellation to was missing from the settlement document disclosures.

23. Affiant understands that a close perusal and audit of Alleged Lender's internal accounting records provide sufficient evidence to support that Alleged Lenders used acts of, but not limited to fraudulent inducement fraudulent misrepresentation, and no tolling begins until notice is given, thus Affiant can cancel at any time due to fraud discovered.

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Affidavit of Fact/Truth in the Nature of Require/Demand Discovery

24. Affiants understand that at time of issuing audits will expose that there is no evidence verifying: a) source of money; b) owned by bank; c) at time, or later, of issuing check, all of which is available as proof via public records of corporation.

25. Affiant understands that the Alleged records, audited statement, shows conclusively that Bank/lender, loaned credit, buyer's credit, which took place at escrow closing.

26. Affiant understands that a balance sheet relating to the original 'loan', shows ledgering of the account as required to be reported and open knowledge under 12 USC§ 242, § 347 and proved by 1099 reports available from IRS.

27. Affiant understands that FASB (Financial Accounting Standards Board) forms 125, 133, 140, 5, 95 guides an auditor to the liability side of the bank's books, exposing exactly where the 'money' came from and shows where it went and under what procedure and instrument.

28. Affiant understands that 12 USC§ 1813 (L) (I) discloses that deposit of a promissory note is cash to the bank. The Bank's cash is my/our cash, not the Bank's/Lender's; the proof is the bogus loan paper.

29. Affiant understands that the notes transferred at a transaction account create an asset on the payable side of the ledger; while on the liability side of the ledger, the NOTE issued by the presumed buyer/borrower is sold after monetizing by the alleged Bank/lender.

30. Affiant understands that 1099 OID identifies the principal issuer.

31. Affiant understands that Affiants discovered that the whole alleged mortgage was a fraud from the beginning. Affiants have discovered the core issue is that there is no contract with the alleged bank, there is no standing or capacity for the Alleged Bank, its agents and its servicers because:

32. Affiant understands that no officer identified with corporate authority attached or corporate authority to engage a contract with Affiant.

33. Affiant understands that the corporate charter for the Alleged Lender does not authorize its taking of Affiant's note to fund an Alleged Bank's liability, escrow check, exchanged for issuers, Affiant's note, or obligation to pay at close of escrow on specific time line.

34. Affiant understands that the Alleged Lender charter, state law and federal law do not authorize Alleged Lender to lend credit, no matter the source of the credit.

35. Affiant understands that the Alleged Lender as outlined herein has no entitlement, no legal protections without production of the contract exhibiting all the necessary requirements of a contract by operation of law, and is stopped completely from all acts related to my/our home for failing to act in accord with all the laws.

Maxims and Principles of Commercial Law

36. Equality is paramount and mandatory, and no party is above the law in any matter.

37. Any party in a matter of dispute must first exhaust their commercial remedy completely before proceeding to a court venue for remedy to that matter.

38. When a debtor is entitled to the performance of a condition precedent to or concurrent with performance on

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Affidavit of Fact/Truth in the Nature of Require/Demand Discovery

his part, his offer may depend upon the due performance of such condition.

39. An offer in writing to "pay" a particular sum of money, or to deliver a written instrument or specific personal property, is, if not accepted, equivalent to the actual production and tender of the money, instrument, or property.

40. If tender of "payment" of an obligation to "pay" an instrument is made to a person legally entitled to enforce the instrument, and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an endorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates.

41. Pursuant to HJR 192, June 5, 1933, "payment of debt" is now against Congressional and "public policy" and henceforth, "Every obligation . . . shall be discharged." ... Further, a demand cannot be made for a certain form of currency in order to discharge a debt.

42. Pursuant to the Federal Reserve declaration in their publication of "Modern Money Mechanics", all currency is credit, and will be referred to as "monetized debt".

43. Truth is sovereign and is expressed in the facts of a matter.

44. Facts are expressed and witnessed in the form of an Affidavit, and an Affidavit can only be expressed by a party with personal firsthand knowledge of a matter, i.e., Attorneys, as third party agents, have no personal firsthand knowledge and cannot testify for a witness.

45. An Affidavit can only be satisfied by rebuttal in similar Affidavit form with evidence, notarized and sworn to be true, correct, complete and not misleading under penalty of perjury by a living soul with personal firsthand knowledge of the matter.

46. An Affidavit not rebutted properly, i.e., cross-examined, point for point by similar Affidavit, stands as truth in commerce, and after thirty (30) days becomes the Judgment in Commerce.

47. "An Affidavit left un-rebutted after thirty (30) days stands as fact and a matter of Law". Morris v. National Cash Register 44 SW 2nd 433.

48. "Silence can only be equated with fraud where there is a legal or moral duty to speak, or where an inquiry left unanswered would be intentionally misleading". U.S. v. Tweel, 550 F.2d 297, 299.

Default Agreement/Counterclaim

49. Affiant hereby extends a grace period of twenty-one (21) days to Respondent, from the date of receipt of this Affidavit, prior to this Default Agreement, as an opportunity to cure their Dishonor and Default in the event that there was an oversight or mistake that prevented a timely response to the "Request for Documents" and a rebuttal to the herein Affidavit.

50. Respondents' failure to timely, properly and completely rebut the herein Affidavit to cure their Dishonor/Default, will be their acquiescence to this Default Agreement/Counterclaim, aka Default Agreement, whereby they admit, agree, affirm and confirm that:

A. They are not the creditor or party in interest and "Note Holder" of the original wet-ink promissory Note regarding the ALLEGED OCWEN LOAN SERVICING, LLC ACCOUNT # [REDACTED] 2076.

B. They have no Assignment contract filed with the St. Louis County Recorder's office regarding the Deed of

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Affidavit of Fact/Truth in the Nature of Require/Demand Discovery

Trust for the ALLEGED OCWEN LOAN SERVICING, LLC ACCOUNT # [REDACTED] 9998.

C. They have no valid 'Note', having separated it from the Deed of Trust in violation of CJS 59, and therefore have no valid Proof of Claim (Form B10).

D. They have no valid, verified, lawfully collectable debt regarding the ALLEGED OCWEN LOAN SERVICING, LLC ACCOUNT # [REDACTED] 9998 in compliance with the Federal and State FDCPA and pursuant to GAAP and banking act.

E. They have no evidence of risk, losses or damages regarding the ALLEGED OCWEN LOAN SERVICING, LLC ACCOUNT # [REDACTED] 9998, and therefore no valid Proof of Loss (Form W10).

F. They have breeched the Deed of Trust agreement for the ALLEGED OCWEN LOAN SERVICING, LLC ACCOUNT # [REDACTED] 9998.

G. They have violated 28 USC 17(a).

H. They have violated 2924 of the Judicial Procedure and Cannon 3 of Judicial ethics.

I. They have no legal standing to further collect on the ALLEGED OCWEN LOAN SERVICING, LLC ACCOUNT # [REDACTED] 9998, and all collection activity will cease with no further payments collectable or due on the ALLEGED OCWEN LOAN SERVICING, LLC ACCOUNT # [REDACTED] 9998.

J. They have no dispute and abandon their claim for the alleged debt regarding the ALLEGED OCWEN LOAN SERVICING, LLC ACCOUNT # [REDACTED] 9998, and forever waive any right to collect, sell or transfer the alleged debt regarding the ALLEGED OCWEN LOAN SERVICING, LLC ACCOUNT # [REDACTED] 9998 through or by any judicial or non-judicial means.

K. They will terminate and void the 'Note' and Deed of Trust regarding the ALLEGED OCWEN LOAN SERVICING, LLC ACCOUNT # [REDACTED] 9998 and record a release of lien and a reconveyance of title to the subject property with the County Recorder's office within twenty-one (21) days notice of this Default Agreement.

L. They will cease reporting and remove any derogatory information to any credit bureau agency regarding the Account/Loan for the Note and Deed of Trust, in compliance with the Fair Credit Reporting Act.

M. They are liable for certain USC Title 18 crimes, including, but not limited to, conspiracy, extortion, theft, mail fraud and wire fraud, collusion, embezzlement and racketeering, and any non-judicial title recording or court judgment awarded to Respondents subsequent to breech of this Default Agreement regarding the Account/Loan for the Note and Deed of Trust could only be obtained by fraud upon the court, and such judgment is void ab initio.

Affidavit of Fact/Truth in the Nature of Require/Demand Discovery

According to UCC § 2-207, Rules and Regulations: (Your Performance, Is Your Acceptance)

For The Public Record In Good Faith

Kindest, "Without Prejudice" UCC 1-308 Date: 6-07-17 A.D.

a man, Alberto Rodriguez

Alberto Rodriguez, Grantor/Authorized Representative

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U.C.C.1-207/1-308/2-2-7/1-103.6/2-103(1)(b)

JURAT / ACKNOWLEDGMENT

STATE OF

Missouri

)

ss:

COUNTY OF

St. Louis

)

On the 07 day of June, 2017 before me, a Notary Public in and for the above state and county, personally appeared the above person(s), Alberto Rodriguez, presented lawful personal identification and who executed the foregoing instrument, and being first duly sworn, such person(s) acknowledged that they executed said instrument for the purposes therein contained as their free and voluntary act and deed, were identified on the basis of identification documents and shown to be the same person(s).

WITNESS my hand and official seal.

(Seal)

K. Adele Kubers Quale

Notary Public



K. ADELE KUBES QUALE
My Commission Expires
March 13, 2019
Franklin County
Commission #15024516

My commission expires: 03/13/19

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Exhibit 3-E

In the

CIRCUIT COURT
of St. Louis County, Missouri



For File Stamp Only

Alberto Rodriguez, et al
Plaintiff(s)

vs.

Ocwen Loan Servicing, LLC, et al
Defendant(s)

3-9-18
Date
17SL-CC04487
Case Number
21
Division

FILED

MAR - 9 2018

JOAN M. GILMER
CIRCUIT CLERK ST LOUIS COUNTY

Cause called on Defendant Ocwen Loan Servicing, LLC's Motion to Dismiss.
Plaintiff's appear pro se. Defendant appears by counsel.

By consent, Parties agree to hear argument on Plaintiff's
unnoticed Motion for Leave to Amend Claim for Damages.

Over Defendant's objection, Plaintiff's Motion is Granted.
Defendant has 30 days to file a responsive pleading.

Defendant's Motion is thus denied as moot at this time.

SO ORDERED

Nancy Watkins McLaughlin

Judge

ENTERED:

3/9/18
(Date)

Attorney

Bar No.

Address

Phone No.

Fax No.

Attorney

Bar No.

Address

Phone No.

Fax No.

Reporter: Constance Petzel

Exhibit 3-F

**IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI**

ALBERTO RODRIGUEZ AND)	
MARIA RODRIGUEZ,)	
)	
Plaintiffs,)	
)	Case No. 17SL-CC04487
v.)	
)	Division 21
OCWEN LOAN SERVICING, LLC)	
SUBSTITUTE TRUSTEE)	
CORPORATION,)	
DOES 1 through 15, inclusive,)	
)	
Defendants.)	

**DEFENDANT OCWEN LOAN SERVICING, LLC'S
MOTION TO DISMISS FIRST AMENDED PETITION**

COMES NOW Defendant Ocwen Loan Servicing, Inc. ("Ocwen") and for its Motion to Dismiss the First Amended Petition ("Petition") of plaintiffs Alberto and Maria Rodriguez ("Plaintiffs") pursuant to Rule 55.27(a) of the Missouri Rules of Civil Procedure, respectfully states as follows:

INTRODUCTION

Plaintiffs' current Petition does not cure the faults Ocwen raised in its earlier Motion to Dismiss. Granted, in some aspects, Plaintiffs do provide more clarity – for instance, they now openly address the foreclosure process directed at their house rather than hiding the cause of this lawsuit. Unfortunately, where it counts, the Petition continues to fail to explain how Plaintiffs can establish a claim against Ocwen under Missouri law. Instead, Plaintiffs allege the same four counts with the same defects. The only notable change is the addition of a fifth count, requesting the court to quiet title in Plaintiffs' favor, without any showing that such an action is in any way appropriate or justified under Missouri law. The entire Petition should be dismissed.

STANDARD OF REVIEW

The Missouri Rules of Civil Procedure provide that a pleading that sets forth a claim for relief shall contain “a short and plain statement of the facts showing that the pleader is entitled to relief.” Mo. R. Civ. P. 55.05. “A pleading must state the theory of the case sufficiently to inform the adversary and the court about the questions presented for decision and establishes the jurisdiction of the trial court to enter judgment.” *Farm Bureau Town & Country Ins. of Missouri v. Hilderbrand*, 926 S.W.2d 944, 948 (Mo. Ct. App. 1996); *see also Charron v. Holden*, 111 S.W.3d 553, 555 (Mo. Ct. App. 2003) (“Under Missouri pleading rules, to state a claim, a petition must invoke substantive principles of law entitling the plaintiff to relief and allege ultimate facts informing the defendant of what the plaintiff will attempt to prove at trial.”).

Where, as here, plaintiffs allege fraud, they also must satisfy the heightened pleading standard set forth in Missouri Rule of Civil Procedure 55.15. A plaintiff asserting a fraud claim “must state the circumstances of *each element* of fraud with particularity.” *Bohac v. Walsh*, 223 S.W.3d 838, 863 (Mo. Ct. App. 2007) (emphasis added). “The fraud must clearly appear from the facts alleged and be independent of conclusions.” *Id.*

In ruling on a motion to dismiss, a court reviews the petition “in an almost academic manner, to determine if the facts alleged meet the elements of a recognized cause of action.” *Nazeri v. Missouri Valley College*, 860 S.W.2d 303, 306 (Mo. banc 1993). Courts do not consider the plaintiff’s conclusions, and if the petition “does not contain the ultimate facts or any allegations from which to infer those facts, the petition may be dismissed for failure to state a claim.” *Bohac*, 223 S.W.3d at 862. Therefore, a petition fails to state a cause of action when it is missing necessary facts and elements to support the claims made. *See Sparks v. PNC Bank*, 400 S.W.3d 454, 460 (Mo. Ct. App. 2013).

ARGUMENT

I. Plaintiffs Do Not and Cannot Allege Necessary Elements to Support Their Claims.

Plaintiffs' Petition purports to state five causes of action: (1) "Trespass on the Case," (2) trover, (3) covenant, (4) common-law fraud, and (5) action to quiet title. Each cause suffers from an obvious and fatal defect incapable of being cured through re-pleading, as evidenced by Plaintiffs' failure to cure these defects upon amending. As such, the Petition should be dismissed with prejudice.

A. The Petition fails to plead the necessary elements for trespass.¹

In Missouri, trespass is described as a direct physical interference with the person or property of another. *Looney v. Hindman*, 649 S.W.2d 207, 212 (Mo. banc 1983). The essence of the action is wrongful entry. *Id.*; *see also* 87 C.J.S. Trespass § 67 ("Trespass quare clausum fregit' is an action for breaking the close of another, and forcibly and unlawfully entering on another's land.... The gist of the action is the entry... In harmony with this rule, the action lies for a forcible violation of the right of possession of realty.").

Trespass on the case is regarded as the ancestor to the modern tort of negligence. 1 Am. Jur. 2d Actions § 18. The difference between trespass and trespass on the case is that the former involves direct application of force, while the latter involves an indirect tort. *Id.* However, courts have recognized the "distinction [between trespass and trespass on the case] is of no importance in Missouri." *Motchan v. STL Cablevision, Inc.*, 796 S.W.2d 896, 898 (Mo. Ct. App. 1990).

The facts that the Petition alleges constitute "trespass" appear to be:

- "Defendants continue to trespass on the property by threatening foreclosure..." Petition at ¶ 40, and

¹ Plaintiffs have referred to this count interchangeably as Trespass, Trespass Quare Clausum Fregit, and Trespass on the Case. It is unclear which of these causes Plaintiffs attempt to bring, so, in turn, Defendant sets out why none could be established under the facts.

- “The Defendants are trespassers because of abuse of legal process and are *presenting themselves as mortgage creditors...*” *Id.* at ¶ 41.

Plaintiffs allege no facts supporting the conclusion that anyone has *wrongfully* entered on their property. Moreover, as discussed in section II of this motion, to the extent Plaintiffs challenge a foreclosure of their property, Plaintiffs’ claims are legally baseless. Plaintiffs have not sufficiently alleged the elements of the trespass claim. This claim should be dismissed.

B. The Petition fails to plead the necessary elements for trover.

Plaintiffs’ Second Cause of Action alleges an action for trover, which is known today as conversion. *See, e.g., Chemical Workers Basic Union v. Arnold Sav. Bank*, 411 S.W.2d 159 (Mo. 1966) (“The action [of conversion] was formerly called trover and is still sometimes referred to as an action in trover for conversion.”). Conversion is an action for damages arising out of the unauthorized assumption of the right of ownership over the *personal* property of another to the exclusion of the owner's rights. *Bell v. Lafont Auto Sales*, 85 S.W.3d 50, 54 (Mo. Ct. App. 2002). Among the facts that must be plead to support a conversion claim are the description of the property and facts showing a proper (i.e., reasonably specific) demand and refusal by the defendant to give up possession of the personal property at issue. *Perez v. Boatmen's Nat. Bank of St. Louis*, 788 S.W.2d 296 (Mo. Ct. App. 1990); *see also Brandhorst v. Carondelet Sav. and Loan Ass'n*, 625 S.W.2d 696 (Mo. Ct. App. 1981). Although Plaintiffs allege in their Petition that “trover lies for title deeds,”² they provide no Missouri law to support such an assertion, and Defendant likewise has found none.

Plaintiffs’ conversion claim alleges that defendants wrongfully are attempting to convert *real* property – a house at 1232 Wissmann Drive in Ballwin. The claim suffers a clear fatal flaw:

² This excerpt of the Petition appears to have been pulled in full from lawguru.com/dictionary/term.php?id=4884. Notably, Plaintiffs left out the beginning of that excerpt: “The property affected must be some *personal* chattel.”

under Missouri law, conversion can lie only for the taking of *personal* property. *See Bell*, 85 S.W.3d at 54. Regardless, as discussed in Section II, *infra*, Plaintiffs have failed to plead that Defendants have *wrongfully* deprived them of possession and control of any property (real or personal). Plaintiffs' trover claim must be dismissed.

C. The Petition fails to plead the necessary elements for covenant.

The action of covenant is the common-law remedy for damages for breach of a contract under seal. 1 Am. Jur. 2d Actions § 21. An action of covenant cannot be maintained except against a person who has executed a deed under seal or who has by deed agreed to do a certain thing. *State ex rel. Russell v. Leedy*, 91 S.E.2d 477 (W. Va. 1956).³

Plaintiffs' Action of Covenant is pled in three paragraphs. The first incorporates by reference all previous paragraphs in the petition, while the other two basically set out Plaintiffs' alternate requests for relief. Nowhere in this section do Plaintiffs provide any information suggesting why an action of covenant is appropriate or suggesting how they have met the requirements to bring such an action. As discussed in Section II, *infra*, Plaintiffs cannot establish such a claim. This claim must fail.

D. The Petition fails to plead fraud with the specificity required by the Rules.

To prevail on a common-law fraud claim, Plaintiffs are required to allege facts sufficient to meet each element of the claim, and to allege them with the specificity required by Missouri Rule of Civil Procedure 55.15. Specifically, Plaintiffs must allege facts showing (1) a false, material representation; (2) the speaker's knowledge of the statement's falsity; (3) the speaker's intent that the statement should be acted upon by the hearer in the manner reasonably

³ This analysis relies upon secondary sources and decisions from other jurisdictions, because the last reported Missouri case involving an "action of covenant" occurred more than a century ago. *See McDonald v. Goddard Grocery Co.*, 171 S.W. 650 (Mo. Ct. App. 1914). Nearly all of the other Missouri opinions are from the 1800s and provide little insight into addressing the claims here. *See, e.g., Labeaume v. Hill*, 1 Mo. 42 (Mo. 1821).

contemplated; (4) the hearer's ignorance of the falsity of the statement; (5) the hearer's reliance on the statement's truth; (6) the hearer's right to rely thereon; and (7) the hearer's consequent and proximately caused injury. *Bohac*, 223 S.W.3d at 862-63.

Plaintiffs' Petition fails to meet Missouri's fraud-pleading requirements. While the latest Petition adds facts missing from the prior version, a non-exhaustive list of facts that Plaintiffs still fail to allege with specificity include:

- 1) what specific false representations were made, and how,
- 2) who exactly made these false representations,
- 3) when these false representations were made,
- 4) that Plaintiffs had a right to rely upon those statements,
- 5) how this reliance consequently and proximately *caused* Plaintiffs' alleged injury, and
- 6) what exactly that injury is.

See Bohac, 223 S.W.3d at 862-63; *see also Miller v. Ford Motor Co.*, 732 S.W.2d 564, 566 (Mo. Ct. App. 1987) (affirming dismissal of petition where plaintiff alleging fraud failed to causally connect representations with the pleaded damages); *Williams v. Belgrade State Bank*, 953 S.W.2d 187, 189 (Mo. Ct. App. 1997) (affirming dismissal where petition failed to allege "a consequent and proximate causal connection between the misrepresentations alleged and the claimed injury" and "which individuals made" the alleged misrepresentations). "In the absence of compliance with [Rule 55.15], no claim is stated" for causes of action subject to that rule. *Hanrahan v. Nashua Corp.*, 752 S.W.2d 878, 883 (Mo. Ct. App. 1988). Plaintiffs have not complied with these pleading requirements. Plaintiffs' fraud claim must be dismissed.

E. The Petition fails to plead a valid basis to proceed with a quiet title action.

Plaintiffs' Petition adds a quiet-title claim. But this new claim relies on Plaintiffs' attack on the assignment-and-securitization process. As discussed below, in attacking this process, Plaintiffs assert that the assignment-and-securitization of the note and deed were insufficient to assign the right to enforce the deed or transfer the right to enforce the note. Thus, in their quiet-title claim, Plaintiffs assert that "Defendants have no documented enforceable interest in the note and deed of trust." Petition at ¶ 59. Plaintiffs conclude that, "[c]onsequently, [Defendants] have no right to enforce the note and deed of trust..." *Id.* at ¶ 59. As discussed in Section II, *infra*, courts across the country have rejected similar attacks on the assignment-and-securitization process. This Court should do likewise. Thus, Plaintiffs' quiet-title claim should fail.

II. Plaintiffs Cannot State a Claim Based on the Assignment or Securitization Process.

Although the Petition does not specifically link any of the Causes of Action to the assignment or securitization processes, the Petition is full of allegations directed at those processes, suggesting, for instance, that Plaintiffs have received insufficient proof of the debt on their mortgage. For the purposes of efficiency and not wasting the Court's time with additional proceedings, Ocwen will address these issues now to show why allowing Plaintiffs to re-plead *again* would be fruitless, as Plaintiffs could not state any claim based on these allegations. Regardless of how Plaintiffs choose to style their actions, the facts they allege fail to support a recognizable cause of action against Ocwen (or anyone else).

First, Plaintiffs argue that the assignment violates 26 U.S.C. §860 and section 1641(g) of the Truth in Lending Act ("TILA"). *See, e.g.*, Petition at ¶¶ 4, 7. But 26 U.S.C. §860 is a provision of the tax code dealing with the tax consequences of certain events. It has nothing to do with the propriety of an assignment (at least from the borrowers' perspective).

Plaintiffs' reliance on section 1641(g) is doubly misplaced. First, that provision – which deals with notice of assignment – did not become effective until 2009, and it is not retroactive. *See* 15 U.S.C. § 1641(g); *see also Zeppeiro v. GMAC Mortgage, LLC*, 662 Fed. Appx. 500, 501 (9th Cir. 2016). Plaintiffs' own allegations identify the assignment as occurring in 2006. *See* Petition at ¶7. Moreover, the provision does not apply to loan servicers like Ocwen unless they also own the loan, which Plaintiffs do not allege (and cannot allege). *See Marais v. Chase Home Finance LLC*, 736 F.3d 711, 719 (6th Cir. 2013) (affirming dismissal against loan servicer because TILA “expressly exempts servicers from liability”).

Second, in attacking the assignment of the deed of trust and transfer of the loan, Plaintiffs essentially mount an attack on the securitization process. In *Reinerio v. Bank of N.Y. Mellon*, No. 15-CV-161-FJG, 2015 WL 9581854, at *1 (W.D. Mo. Dec. 30, 2015), the court – applying Missouri law – rejected such an attack. Indeed, the decision recognized that courts around the country have uniformly rejected borrowers' attacks on the securitization process. *Id.* (quoting *Schwend v. U.S. Bank, N.A.*, No. 4:10CV1590CDP, 2013 WL 686592 (E.D.Mo. Feb. 26, 2013) (“A judicial consensus has developed holding that a borrower lacks standing to [] challenge the validity of a mortgage securitization...”). Although the Petition references a California opinion holding otherwise – *Glaski v. Bank of Am.*, 218 Cal. App. 4th 1079 (Cal. Ct. App. 2013) – that case has been widely rejected as a wrongly decided outlier. *See Proal v. J.P. Morgan Chase Bank, N.A.*, 701 Fed. Appx. 12, 15 (1st Cir. 2017) (identifying decisions in the district of Minnesota, 9th Circuit, 2nd Circuit, and state courts in New York and California that have rejected *Glaski*). Most telling may be *Mendoza v. J.P. Morgan Chase Bank, N.A.*, 6 Cal. App. 5th 802, 814 (Cal. Ct. App. 2016), a later California case that found “no state or federal cases to support the *Glaski* analysis.”

Third, in addition to attacking the assignment, Plaintiffs assert that Defendants failed to provide them original documents, and that the documents that were provided looked fraudulent. These wholly conclusory allegations are the type of “show me the note” argument that courts routinely reject. *See, e.g., Lackey v. Wells Fargo Bank, N.A.*, 747 F.3d 1033 (8th Cir. 2014).⁴ The *Lackey* opinion is directly on point and highly instructive:

“[W]e reject Lackey’s argument that Missouri law required Wells Fargo to produce the original note at the time of the foreclosure proceeding. This argument is often referred to as the ‘show me the note theory,’ a theory consistently rejected by the United States District Courts in Missouri interpreting Missouri law and several other courts nationally, including this court, deciding foreclosure actions brought under the governing state foreclosure laws. Non judicial foreclosures are generally governed by the terms of the deed of trust, and we find nothing in Lackey’s deed of trust requiring the trustee or the successor trustee to show the original note to the borrower at any time prior to the foreclosure sale. Neither can we find any Missouri law that demands such action.

Id. at 1038-39 (internal citation omitted). This court, if called to address the issue, would reach the same result.

Further, Missouri Rule of Civil Procedure 55.22 requires that when a claim is founded on a written instrument, it must either be recited verbatim in the pleading or attached as an exhibit. Although Plaintiffs repeatedly reference the note, they did not attach the note to their petition.⁵ As the Eastern District recently recognized in a similar action brought by a homeowner:

⁴ Plaintiffs also insist that, under the Uniform Commercial Code, Defendants had to “present” the note to Plaintiffs on demand. Standard mortgage notes (like the one for Plaintiffs’ loan) contain standard “waiver of presentment” provisions. Thus, there would be no presentment requirement. *See* Mo. An. Stat § 400.3-504 (discussing waiver of presentment and notice of dishonor).

⁵ When notes are endorsed in blank, merely by possessing the note, the holder demonstrates its right to enforce the note. *See Overton v. Wells Fargo Bank, N.A.*, No. 4:11CV1957 JAR, 2012 WL 2326117, at *3 (E.D. Mo. June 19, 2012); *see also* Mo. Rev. Stat. §400.3-301. Plaintiffs’ efforts to get around this fact – including claims that a blank endorsement is improper or that Ocwen failed to present them with the original note – are either contrary to the very UCC provisions that Plaintiffs cite or are the kind of “show me the note” arguments that the Eighth Circuit rejected in *Lackey*.

“[U]nder Rule 55.22, Homeowners had the option, in stating any averments within the dismissed Count III (negligence) and Count IV (unjust enrichment) arising from the mortgage documents or modification agreement, to either (1) state the legal effect of such agreements in relation to Homeowners and Respondents, (2) recite the agreements in their entirety within the counts, or (3) attach a copy of the agreements to the Amended Petition. Homeowners did not do any of these.”

Sparks v. PNC Bank, 400 S.W.3d 454, 459–60 (Mo. Ct. App. 2013) (affirming dismissal of wrongful foreclosure claims). Finally, any fraud allegations related to the documents must meet Missouri Rule 55.15’s heightened pleading standards. As addressed in Section I (D), *supra*, the Petition wholly fails to provide the required particularized facts to support a fraud claim.

CONCLUSION

Plaintiffs’ petition should be dismissed for two key reasons. First, Plaintiffs have not sufficiently alleged the elements of the causes of action Plaintiffs bring. Second, pursuant to a long line of authority inside Missouri and across the country, Plaintiffs’ underlying assertions – which amount to an attack on the assignment and securitization of the deed and loan – cannot support a claim for relief.

WHEREFORE, Defendant Ocwen Loan Servicing LLC respectfully requests that the Court dismiss Plaintiffs’ Petition in its entirety, with prejudice, and for such other and further relief as the Court deems just and proper.

Respectfully submitted,

HUSCH BLACKWELL LLP

BY: /s/ Robert J. Hurtt Jr.
Robert J. Hurtt Jr. #65981
190 Carondelet Plaza, Suite 600
St. Louis, Missouri 63105
Phone: (314) 480-1500
Fax: (314) 480-1551

rob.hurtt@huschblackwell.com

*Attorney for Defendant Ocwen Loan
Servicing, LLC*

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing document was electronically filed via Missouri Courts eFiling and sent via First Class Mail to plaintiffs Alberto Rodriguez and Maria Rodriguez, 1323 Wissmann Drive, Ballwin, MO 63011, on this 16th day of March, 2018.

/s/ Robert J. Hurtt Jr.

Exhibit 3-G

JOAN M. GILNER
CIRCUIT CLERK

1 for some reason they could not identify the property they could have checked with their client,
2 OCWEN LOAN SERVICING, LLC and make a determination that way. The notion that we did
3 not identify the location of the subject property in the original lawsuit is simply not credible and
4 reveals the combative and empty legal arguments used by the Defendants counsel, devoid of any
5 sort of foundation in law or fact. Most importantly they never explain what their connection to
6 this loan is and how they became mortgage creditors without any written assignment of deed of
7 trust and without an original note with an endorsement as required pursuant to UCC § 3-
8 501(b)(2) and the Missouri Commercial Code RSMO § 400.3-501(b)(2). They have never
9 supplied a chain of title to the note and deed of trust. They have not supplied a factual basis for
10 their assertion that they are lawfully entitled to enforce the note and deed of trust other than
11 hearsay evidence. We have stated legal theory, that the alleged creditor has presented no
12 evidence of any right to enforce this real estate loan and the ultimate facts, which we have made
13 the Defendants aware of and we will be supporting these facts at trial. We have based our legal
14 theory, in part, on the decision handed down by the Missouri Court of Appeals, Eastern District
15 in Bellistri v. Ocwen Loan Servicing, L.L.C. 284 S.W. 3d 619, (2009), when the court ruled that
16 MERS was not given the power to assign the note and, therefore, the assignment of the deed of
17 trust was ineffective because the assignor cannot split the assignment of Deed of Trust from the
18 note so that there are two owners, one for the note and the other for the Deed of Trust.

21 The Bellistri decision is analogous to the case at bar, since the Defendants in this case,
22 OCWEN LOAN SERVICING, LLC and Substitute Trustee Corporation are both presenting
23 themselves as mortgage creditors without the proper chain of title. In Bellistri, the Missouri Court
24 of Appeals ruled that MERS had no authority to assign the note, making their assignment of the
25 deed of trust void. The Court in Bellistri v Ocwen Loan Servicing, LLC stated as follows:
26
27
28

1 When it assigned the deed of trust, MERS attempted to transfer to Ocwen
2 the deed of trust "together with any and all notes and obligations therein described or
3 referred to, the debt respectively secured thereby and all sums of money due and to
4 become due." The record reflects that BNC was the holder of the promissory note.
5 There is no evidence in the record or the pleadings that MERS held the promissory note
6 or that BNC gave MERS the authority to transfer the promissory note. MERS could not
7 transfer the promissory note; therefore the language in the assignment of the deed of trust
8 purporting to transfer the promissory note is ineffective.
9

10
11 As a result, based upon the real estate records at the County Recorder's Office ownership
12 of the note and deed of trust remain with the original lender, Homecomings Financial, LLC,
13 which is currently in Chapter 11 Bankruptcy, and, without permission of the bankruptcy judge
14 they cannot sell or assign the note and deed of trust. The Defendants are bound by the Missouri
15 statutes that require them to record a written assignment of the Deed of Trust, as a part of the
16 procedural prerequisites for foreclosure, see RSMO 443.035, which states as follows:
17

18 **443.035. Recording of instrument required — failure to record, effect on**
19 **persons subsequently obtaining interest or lien. —** 1. *Security instruments may be*
20 *assigned by instrument in writing, acknowledged by the assignor in the manner provided for the*
21 *acknowledgment of other instruments affecting the title to real property, and may be recorded in*
22 *the office of the recorder of deeds in the county or counties in which the security instrument*
being assigned was recorded.

23 2. *Any person who acquires an interest in or a lien upon real property for value and without*
24 *notice of an unrecorded assignment of a security instrument recorded on or after January 1,*
25 *1986, and who has relied upon a release of such security instrument executed by the*
26 *party last shown of record to be the owner thereof, shall acquire the interest in or lien*
27 *upon such real property free from the lien of the security instrument to the same extent*
28 *as if the release upon which reliance was placed had been executed by the lawful holder*
of the debt or other obligation secured by such security instrument.

1 3. No recorder of deeds in this state shall accept for record any security instrument
2 or* assignment thereof in which the mortgagee, cestui que trust or assignee is named
3 *as bearer or the actual identity of the mortgagee, cestui que trust or assignee is*
4 *otherwise not ascertainable from the face of the security instrument or assignment.* All
5 security instruments and assignments thereof presented for record shall contain the
6 mailing address of the mortgagee, cestui que trust or assignee except, that the
7 omission thereof shall not affect the validity of any security instrument or
8 assignment, or the constructive notice imparted by the record thereof.

9 As discussed in our claim for damages, the Defendants have not met the
10 requirements under Missouri law for properly demonstrating an assignment of the note
11 and deed of trust as described above.

12 The Defendant misrepresents the facts by stating that the foreclosure has already
13 occurred, even though the non-foreclosure sale date was recently cancelled and pushed back by
14 the alleged trustee. In Missouri the foreclosure is a multistep process as it is in most states and
15 the Defendants legal counsel knows this fact. They also know that the public-auction was
16 cancelled by the so-called-trustee.

17 The Defendants also claim that Title 15, US Code, § 1641(g) does not apply to them
18 because it was enacted into law and cannot be retroactively applied. They claim


19 The subject property is located at 1232 Wissman Drive, Ballwin, Missouri. The Plaintiff
20 purchased a home with HOMECOMINGS FINANCIAL, LLC and the subject loan was
21 apparently informally transferred into a REMIC, that was managed by FEDERAL NATIONAL
22 MORTGAGE ASSOCIATION AKA FANNIE MAE, sometime after the initial loan documents
23 were signed. The term REMIC, is an acronym for Real Estate Mortgage Investment Conduit.
24 The term REMIC, is an acronym for Real Estate Mortgage Investment Conduit.

25 2. It is common place for these REMICs to neglect to obtain the proper assignments of
26 the note and deed of trust within 90 days of the start-up date of the REMIC as required under
27 the note and deed of trust within 90 days of the start-up date of the REMIC as required under
28

1 Federal law, see Title 26 US Code, § 860D and 860G. The tax-exempt status of the REMIC is
2 contingent upon the assignments occurring within the 90-day time frame required under Title 26,
3 US Code. The Pooling and Servicing Agreement and the Prospectus requires the assignment of
4 the loan within 90 days as well.

5 3. We rely upon this opposition, and a Memorandum of Points and Authorities in Support
6 of this Opposition filed concurrently and such oral argument as we may present to the court at
7 the hearing for this motion.

8 Date: 4-03-2018
9

10 
11

12 Alberto Rodriguez

13 Maria Rodriguez
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PROOF OF SERVICE BY MAIL

I David Lopez, now certify that I am domiciled in the Saint Louis Missouri county, I am over the age of eighteen years and I did in fact serve as follows: On the 3rd day of April, 2018 date, I served by mail a true copy of **PLAINTIFF'S OPPOSITION TO THE DEFENDANT OCWEN LOAN SERVICING, LLC'S MOTION TO DISMISS THE FIRST AMENDED PETITION [CLAIM] OF THE PLAINTIFF, by placing the answer in an envelope postage prepaid and placing the envelope in the US mail for Case No. 17SL CC04487 in The Circuit Court of St Louis County, upon the agent of the Defendant OCWEN LOAN SERVICING, LLC, located at;**

Attorney of Record
HUSCH BLACKWELL, LLP
190 Carondelet Plaza, Suite 600
St. Louis, Missouri 63105

My mailing location is: RE: 7017 2400 0000 5417 7627

733 Riderwood Drive, Hazelwood Missouri 63042

VERIFICATION

I hereby affirm all facts stated in this Proof of Service are true of my own knowledge except for those facts, which are stated upon information and belief, and as to those such matters, I believe them to be also true. On the 3rd day of April, 2018 (date).

David Lopez

NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT

Exhibit 3-H

IN THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS
STATE OF MISSOURI

FILED

JUN - 4 2018

JOAN M. GILMER
CIRCUIT CLERK, ST LOUIS COUNTY

ALBERTO RODRIGUEZ AND
MARIA RODRIGUEZ,

Plaintiffs,

v.

OCWEN LOAN LERVICING, LLC,
et al.,

Defendants.

Cause No: 17SL-CC04487

Division 21

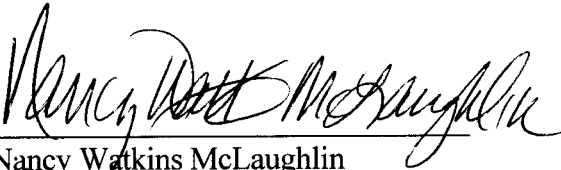
ORDER AND JUDGMENT

The Court heard argument on May 11, 2018 on the Motion to Dismiss First Amended Petition filed by Defendant Ocwen Loan Servicing, LLC (Ocwen). Plaintiff appeared pro se and Defendant Ocwen appeared by counsel. Thereafter, the Court took the matter under submission.

The Court has reviewed Plaintiff's First Amended Petition and considered the arguments of Plaintiff and of Defendant's counsel. A pleading that sets forth a claim for relief "shall contain (1) a short and plain statement of the facts showing that the pleader is entitled to relief and (2) a demand for judgment for the relief to which the pleader claims to be entitled." *Mo. R. Civ. P. 55.05*. "A pleading must state the theory of the case sufficiently to inform the adversary and the court about the questions presented for decision and establishes the jurisdiction of the trial court to enter judgment." *Farm Bureau Town & Country Ins. of Missouri v. Hilderbrand*, 926 S.W.2d 944, 948 (Mo. App. 1996).

The Court finds that Plaintiff fails to plead sufficient facts to state a cause of action.
Accordingly, it is the Order of the Court that Defendant Ocwen's Motions to Dismiss Plaintiff's
First Amended Petition is GRANTED.

SO ORDERED:



Nancy Watkins McLaughlin
Judge

June 4, 2018
Date

Exhibit 3-I



IN THE 21st JUDICIAL CIRCUIT, Court, St. Louis COUNTY, MISSOURI

Judge or Division: Nancy McGlaughlin, Div 21	Circuit Court Case Number: 17 SL -04487	
Plaintiff/Petitioner: Alberto Rodriguez, Et al	Appellate Number:	<input type="checkbox"/> Filing as an Indigent
	Date of Judgment/Decree/Order: (ATTACH A COPY)	Court Reporter:
vs.	Date Post Trial Motion Filed:	<input type="checkbox"/> Sound Recording Equipment
Defendant/Respondent: OCWEN LOAN SERVICING, LLC, Et al	Date Ruled Upon: June 4, 2018	The Record on Appeal will consist of: ____ Legal File only or <input checked="" type="checkbox"/> Legal File and Transcript

RECEIVED
2018 JUN 20 PM 2:33
COURT OF APPEALS
MISSOURI

Notice of Appeal to Missouri Court of Appeals - Civil

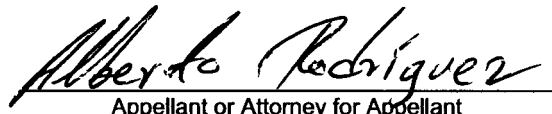
District: ☐ Western ☒ Eastern ☐ Southern

Notice is given that <u>Alberto Rodriguez, Et Ux</u> appeals from the judgment/decree/order entered in this action on <u>June 20, 2018</u> (date).	
Appellant's Name (If multiple, list all or attach additional pages) Alberto Rodriguez, Maria Rodriguez	Respondent's Name (If multiple, list all or attach additional pages) Ocwen Loan Servicing, LLC, Substitute Trustee Corporation
Address 1232 Wissman Drive, Ballwin, Missouri [63011]	Address
Appellant's Attorney/Bar Number (If multiple, list all or attach additional pages)	Respondent's Attorney/Bar Number (If multiple, list all or attach additional pages) Husch Blackwell, LLC
Address	Address 190 Carondelet Plaza, Suite 600 St Louis, Missouri 63105
E-mail Address	E-mail Address
Telephone 314 494 4896	Telephone
Brief Description of Case (May be completed on a separate page) Complaint for Trespass on the Case Action of Trover, Action of Covenant, Action of Common Law Fraud, Lack of Standing and capacity to Foreclose and enforce the note and deed of trust.	
Issues Expected To Be Raised On Appeal (May be completed on a separate page. Appellant is not bound by this list.) Violation of Federal Bankruptcy Law, violation of Missouri Statute: 443.035 and multiple Sections of Missouri Commercial Code, The Defendant has no documented enforceable interest in the note and deed of trust, the Original lender filed for bankruptcy without assigning the note and deed of trust, therefore the note and deed of trust cannot be assigned at this late date since the bankruptcy judge did not grant permission to the trustee or the Bankrupt entity to sell assets of the bankruptcy estate.	
Signature of Attorney or Appellant <i>Alberto Rodriguez</i>	Date <i>6-20-2018</i>

I certify that on 6-20-2018 (date), a copy of the foregoing was sent to the following by facsimile, hand-delivery, electronic mail or U.S. mail postage prepaid to their last known addresses.

Husch Blackwell, LLP, 190 Carondelet Plaza, St. Louis, Missouri 63105,

Substitute Trustee Corporation, 12400 Olive Blvd. Suite 555, St. Louis, Missouri, 63141


Appellant or Attorney for Appellant

Directions to Clerk

Transmit a copy of the notice of appeal and all attached documents to the clerk of the Court of Appeals and to any person other than registered users of the eFiling system in a manner prescribed by Rule 43.01. Clerk shall then fill in the memorandum below. See Rule 81.08(i). Forward the docket fee to the Department of Revenue as required by statute.

Memorandum of the Clerk

I have this day served a copy of this notice by ☐ regular mail ☒ registered mail ☐ certified mail ☐ facsimile transmission to each of the following persons at the address stated below. If served by facsimile, include the time and date of transmission and the telephone number to which the document was transmitted.

Husch Blackwell, LLP, 190 Carondelet Plaza, St. Louis, Missouri 63105,

Substitute Trustee Corporation, 12400 Olive Blvd. Suite 555, St. Louis, Missouri, 63141

I have transmitted a copy of the notice of appeal to the clerk of the Court of Appeals, Eastern District.

☒ Docket fee in the amount of \$70.00 was received by this clerk on _____ (date) which will be disbursed as required by statute.

☐ No docket fee was received because:

☐ a docket fee is not required by law under _____ (cite specific statute or other authority).

☐ a motion to prosecute the appeal in forma pauperis was received on _____ (date) and was granted on _____ (date).

Date

Clerk

List every party involved in the case not listed on page 1, indicate the position of the party in the circuit court (e.g. plaintiff, defendant, intervenor) and in the Court of Appeals (e.g. appellant or respondent) and the name of the attorney of record, if any, for each party. Attach additional pages to identify all parties and attorneys if necessary.

Party Name	Attorney Name
Address	Address
City, State, Zip Code	City, State, Zip Code
	E-mail Address
	Telephone
Party Name	Attorney Name
Address	Address
City, State, Zip Code	City, State, Zip Code
	E-mail Address
	Telephone
Party Name	Attorney Name
Address	Address
City, State, Zip Code	City, State, Zip Code
	E-mail Address
	Telephone
Party Name	Attorney Name
Address	Address
City, State, Zip Code	City, State, Zip Code
	E-mail Address
	Telephone

IN THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS
STATE OF MISSOURI

FILED

JUN - 4 2018

JOAN M. GILMER
CIRCUIT CLERK, ST. LOUIS COUNTY

ALBERTO RODRIGUEZ AND
MARIA RODRIGUEZ,

Plaintiffs,

v.

OCWEN LOAN LERVICING, LLC,
et al.,

Defendants.

Cause No: 17SL-CC04487

Division 21

ORDER AND JUDGMENT

The Court heard argument on May 11, 2018 on the Motion to Dismiss First Amended Petition filed by Defendant Ocwen Loan Servicing, LLC (Ocwen). Plaintiff appeared pro se and Defendant Ocwen appeared by counsel. Thereafter, the Court took the matter under submission.

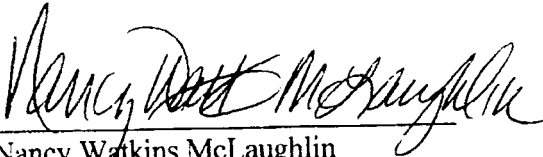
The Court has reviewed Plaintiff's First Amended Petition and considered the arguments of Plaintiff and of Defendant's counsel. A pleading that sets forth a claim for relief "shall contain (1) a short and plain statement of the facts showing that the pleader is entitled to relief and (2) a demand for judgment for the relief to which the pleader claims to be entitled." *Mo. R. Civ. P. 55.05*. "A pleading must state the theory of the case sufficiently to inform the adversary and the court about the questions presented for decision and establishes the jurisdiction of the trial court to enter judgment." *Farm Bureau Town & Country Ins. of Missouri v. Hilderbrand*, 926 S.W.2d 944, 948 (Mo. App. 1996).

The Court finds that Plaintiff fails to plead sufficient facts to state a cause of action.

Accordingly, it is the Order of the Court that Defendant Ocwen's Motions to Dismiss Plaintiff's

First Amended Petition is GRANTED.

SO ORDERED:


Nancy Watkins McLaughlin
Judge

June 4, 2018
Date

Exhibit 3-J

**MISSOURI COURT OF APPEALS
EASTERN DISTRICT**

**ALBERTO RODRIGUEZ, MARIA
RODRIGUEZ,**

Plaintiffs/Appellants,

v.

OCWEN LOAN SERVICING, LLC, et al.,

Defendant/Appellee.

No. ED106849

**DEFENDANT-APPELLEE’S MOTION TO DISMISS FOR LACK OF
APPELLATE JURISDICTION OR IN THE ALTERNATIVE FOR
ADDITIONAL TIME TO FILE DEFENDANT-APPELLEE’S BRIEF**

Defendant-Appellee, Ocwen Loan Servicing, LLC, (“Ocwen”), by its attorneys, moves to dismiss for lack of appellate jurisdiction. Alternatively, if this Court determines that there is appellate jurisdiction, Ocwen requests additional time to file its appellee’s brief (which currently is due March 29). In support of this motion, Ocwen states:

Introduction

1. The Missouri Court of Appeals has jurisdiction to hear appeals from final judgments. *See Beery v. Chandler*, 563 S.W.3d 847, 850 (Mo. Ct. App. 2018). And, as this Court recently reiterated, a final judgment generally “is one that disposes of all parties and claims in a case.” *Id.*

2. Here, *pro se* Plaintiffs-Appellants, Alberto Rodriguez and Maria Rodriguez (“Rodriguezes”), brought suit against Ocwen and another defendant—namely, Substitute Trustee Corporation. *See* LF 138. The Rodriguezes sought recovery for, among other things, “Trespass Quare Clausum Fregit,” trover, fraud, and covenant. *See* LF 156-67. In

addition, at one point, the Rodriguezes also filed a motion, complaining that—because of the design of the American flag hanging in the courtroom—the Rodriguezes were being improperly subjected to a military tribunal. *See* LF 226-31. The Rodriguezes also apparently sent various missives relating to their assertions to, among others, the Federal Bureau of Investigation, the Governor of Missouri, and the Archbishop of St. Louis. *See* LF 212.

3. Ocwen obtained dismissal of the claims against it. *See* LF 319-20. But the trial court did not address the Rodriguezes' claims against Substitute Trustee Corporation. *See id.* Thus, this appeal should be dismissed for lack of jurisdiction. *See Beery*, 563 S.W.3d at 850

4. Because Ocwen believes that jurisdiction is lacking, Ocwen wants to avoid burdening the Court with a brief on the merits at this time. But Ocwen would welcome the opportunity to brief the Rodriguezes' claims on the merits. Therefore, Ocwen requests that, if the Court determines that there is appellate jurisdiction, the Court give Ocwen additional time to file its appellee's brief (which currently is due March 29).¹

¹ After filing this appeal, the Rodriguezes filed an original appellant's brief that failed to comply with the Missouri Supreme Court Rules regarding appellate briefs. *See* 12-12-2018 Order. This Court struck that brief. *See id.* The Rodriguezes then filed an amended appellant's brief, which again failed to comply with the Missouri Supreme Court Rules regarding appellate briefs. *See* 1-28-19 Order. This Court struck that brief, too. *See id.* The Rodriguezes then sought transfer of this case to the Missouri Supreme Court. *See id.* This Court granted the Rodriguezes leave to file a second amended appellate brief, and denied as moot the motion for transfer. *See id.* The Rodriguezes filed their second amended appellant's brief on February 27.

Argument

5. As noted, this Court generally has jurisdiction only over trial court decisions disposing of all claims against all parties. *See Beery*, 563 S.W.3d at 850.

6. Here, after Respondents filed a petition against Ocwen and Substitute Trustee Corporation, Ocwen moved to dismiss. *See* LF 233-39. The Rodriguezes, in turn, sought leave to file an amended petition. *See id.* The trial court granted the Rodriguezes that leave. *See id.* In their amended petition, the Rodriguezes again named as defendants Ocwen and Substitute Trustee Corporation. *See* LF 138. Ocwen again moved to dismiss. *See* LF 240-50. Substitute Trustee Corporation, meanwhile, moved as an “interested party” to quash service. *See* LF 91.

7. The trial court granted Ocwen’s motion, dismissing the claims against Ocwen with prejudice. *See* LF 319-20. In so doing, however, the trial court did not address Substitute Trustee Corporation’s motion to quash or the substance of any claims against Substitute Trustee Corporation. *See id.*; *see also* LF 289-91. That is, the trial court’s order granting Ocwen’s motion to dismiss did not dispose of all claims against all parties. Thus, the trial court’s decision is not a final judgment. *See Beery*, 563 S.W.3d at 850. Appellate jurisdiction is lacking. *See id.*

8. This case is similar to *Garrett v. Finnell*, 999 S.W.2d 304 (Mo. Ct. App. 1999). There, as here, the plaintiff named multiple parties as defendants. *See Garrett*, 999 S.W.2d at 305. As in this case, though, the plaintiff in *Garett* did not obtain service against all defendants. *See id.* Like Ocwen here, the served defendants in *Garett* moved

to dismiss. *See id.* And, like the trial court in this case, the trial court in *Garett* granted the motion to dismiss. *See id.*

9. The Court of Appeals dismissed the appeal for lack of appellate jurisdiction. In so doing, the Court of Appeals observed that “[f]ailure to have served process on [certain defendants] by any given time, without any action or disposition as to such defendants by the trial court, would not eliminate them as parties to this action at this time.” *Id.* (alteration in original) (internal quotation marks omitted). This is because a “party to an action is a person whose name is designated on the record as plaintiff or defendant.” *Id.* The trial court’s dismissal of the served defendants did not address any claims against the unserved defendant. Therefore, appellate jurisdiction was lacking. *See id.*

10. The same thing is true here. So this appeal should be dismissed. *See id.*

11. As an aside, the Court of Appeals noted in *Garrett*, there is an exception to the rule that a judgment as to fewer than all claims against all parties is not appealable. Specifically, the judgment may be appealable if the court “determine[s] that there is no just reason for delay.” *See id.* But here, as in *Garrett*, the trial court made no such determination. Thus, the trial court’s judgment is not appealable.

12. That said, Substitute Trustee Corporation does not appear as a defendant in the caption of this case on the trial court’s docket. *See* LF I-IV. Moreover, Substitute Trustee Corporation apparently did not properly notice its motion to quash before the trial court. *See* LF I. This could well explain why the trial court did not address that motion.

But this does not change the lack of finality in the trial court's judgment. *See Garrett*, 999 S.W.2d at 305.

13. Although Ocwen feels an obligation to raise the jurisdictional issue, if this Court determines that appellate jurisdiction is proper, Ocwen would welcome the opportunity to brief this appeal on the merits. Therefore, as an alternative to dismissal of the appeal, Ocwen requests additional time to file a brief on the merits.

Conclusion

For the reasons stated, Ocwen respectfully requests dismissal of this appeal for lack of jurisdiction, or, in the alternative, for additional time to file Ocwen's appellee's brief.

Respectfully submitted,

HUSCH BLACKWELL LLP

BY: /s/ Robert J. Hurtt Jr.
Robert J. Hurtt Jr., MO65981
190 Carondelet Plaza, Suite 600
St. Louis, Missouri 63105
Phone: (314) 480-1500
Fax: (314) 480-1551
rob.hurtt@huschblackwell.com

*Attorney for Defendant Ocwen Loan
Servicing, LLC*

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing document was electronically filed via Missouri Courts eFiling and sent via First Class Mail to plaintiffs Alberto Rodriguez and Maria Rodriguez, 1323 Wissmann Drive, Ballwin, MO 63011, on this 25th day of March, 2019.

/s/ Robert J. Hurtt Jr.

Exhibit 3-K



SCAILED

In the Missouri Court of Appeals Eastern District

ALBERTO RODRIQUEZ, et. al,)	No. ED106849
)	
Plaintiffs/Appellants,)	
)	
vs.)	
)	
OCWEN LOAN SERVICING, INC., et. al,)	
)	
Defendants/Respondents.)	

ORDER

Respondent Ocwen Loan Servicing, Inc., has filed a motion to dismiss this appeal for lack of a final, appealable judgment, contending that there are claims still pending in the trial court. Appellants have not filed a response.

Appellants filed a multi-count petition against two defendants, Ocwen Loan Servicing, Inc., and Substitute Trustee Corporation (Substitute). Substitute moved to quash service upon it. Ocwen moved to dismiss the claims against it. On June 4, 2018, the trial court granted Ocwen's motion to dismiss, thereby dismissing Ocwen. Appellants filed the instant appeal.

An appellate court has jurisdiction only over final judgments that dispose of all parties and claims in the case and leave nothing for future determination. O'Neill v. O'Neill, 864 S.W.2d 7, 8 (Mo. App. E.D. 1993). If the trial court does not either resolve all the issues as to all parties or expressly designate "there is no just reason for delay," the appeal must be dismissed. Rule 74.01(b); Fleahman v. Fleahman, 25 S.W.3d 162, 164 (Mo. App. E.D. 1999). Here, there is not a final, appealable judgment, because the claims against Substitute remain pending in the trial court. Indeed, it appears the court has not yet ruled upon their motion to quash service. Without the resolution of all claims or a designation under Rule 74.01(b), this Court is without jurisdiction.

The motion to dismiss the appeal is granted. Appellants' appeal is dismissed for lack of a final, appealable judgment.

SO ORDERED.

DATED: April 3, 2019

cc: Alberto Rodriquez
Maria Rodriquez
ecc: Robert Hurtt



Lisa Page, Chief Judge



Exhibit 3-L

FILED
APR 11 2019



SCANNED

LAURA ROY
CLERK, MISSOURI COURT OF APPEALS
EASTERN DISTRICT

SCANNED



FILED APR 11 2019

1 Alberto Rodriguez and
2 Maria Rodriguez
3 Plaintiffs,
4 1232 Wissmann Drive
5 Ballwin, Missouri republic
6 near [63011]

7
8 IN THE MISSOURI COURT OF APPEALS
9 EASTERN DIVISION

10
11
12 Alberto Rodriguez and Maria Rodriguez

13 **RE: Case Number: ED 106849**
14 **(EASTERN DISTRICT)**
15 **Lower Court Case No.: 17SL**
16 **CC04487**

17 Plaintiffs and Appellants,

18 v.

19 APPLICATION FOR A TRANSFER
20 OF THIS CASE TO THE MISSOURI
21 SUPREME COURT PURSUANT TO
22 RULE 83.02 OF THE RULES OF
23 CIVIL PROCEDURE

24 OCWEN LOAN SERVICING, LLC,
25 SUBSTITUTE TRUSTEE
26 CORPORATION
27 DOES 1 through 15, inclusive,
28 Defendants

I. STATEMENT OF FACTS OF THE CASE

1
2 1. We, the Plaintiffs, hereby respectfully ask this court for an order transferring this
3 case to the Missouri Supreme Court in the interest of justice. We, the Plaintiffs,
4 received notice by mail of the dismissal of the above captioned case and we asked
5 the court clerk for a summons for SUBSTITUTE TRUSTEE CORPORATION, so
6 that we could serve them with the amended complaint. The lower court clerk
7 refused to give us a new summons because they stated that the case was dismissed.
8
9 As a result of the Court Clerk's intransigence, we were denied access to the
10 judicial process and we were denied access to the appellate process. This is a
11 denial of due process of law. In addition, we never received a copy of the motion
12 filed by OCWEN LOAN SERVICING, LLC'S counsel petitioning this court for a
13 dismissal of our case in the Missouri Court of Appeals. It should be further noted
14 that we obtained a copy of the Motion to dismiss filed by OCWEN LOAN
15 SERVICING, LLC from the court clerk's office and **we discovered that,**
16
17 **according to the Certificate of Service, the attorneys sent our copy**
18 **of their motion to an incorrect address. They mailed our copy to**
19
20 **1323 Wissman Drive, Ballwin Missouri, a wrong address, which is**
21
22 **why we never received this document in the mail. We have since**
23
24 **dismissed SUBSTITUTE TRUSTEE CORPORATION as a Defendant. We**
25
26 **filed a request for Judicial notice in the Missouri Court of Appeals recently to**
27
28

1 **supply the court with the Notice of Dismissal of the Defendant, SUBSTITUTE**
2 **TRUSTEE CORPORATION.**

3
4
5 **II. MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF**
6 **MOTION**

7
8
9 **A. DUE PROCESS OF LAW WAS DENIED FOR LACK OF ACCESS**
10 **TO THE JUDICIAL PROCESS.**

11 The lower court clerk refused to issue a summons because they stated that
12 the case was dismissed, which denied access to the judicial process in the lower
13 court. Since we were told the case was dismissed and the court clerk would not
14 issue a new summons for SUBSTITUTE TRUSTEE CORPORATION, this was
15 erroneous notice by the lower court clerk of a dismissal of the entire case, which
16 constitutes erroneous legal advice and the court clerk must be held accountable.
17 Thus we were shut out of the judicial process completely. Now this court is
18 attempting to shut us out of the appellate process completely. We suspect that there
19 was undue influence by opposing counsel at the lower court level.
20
21
22
23
24

25 **B. DUE PROCESS WAS DENIED BECAUSE OF A LACK OF**
26 **NOTICE AND OPPORTUNITY TO RESPOND.**
27
28

1 Additionally, we were denied due process of law because of the intentional
2 failure by the opposing counsel to serve us with a copy of their motion to dismiss
3 filed at the court of appeals. The opposing counsel mailed our copy of their Motion
4 to dismiss to the wrong address, which guaranteed that we would not receive a
5 copy of their motion in time to respond to their motion. We went to the court
6 clerk's office so that we could examine the motion and we discovered that the
7 wrong address was identified in the Certificate of service. This ensured that we
8 would not receive their motion. This is a typical attorney gamesmanship tactic that
9 is used because they know they cannot show that they have complied with the
10 Federal Rules Of Bankruptcy and they know that they have not complied with the
11 Missouri law with reference to the Missouri Foreclosure laws that requires them to
12 record a document in the County Recorder's Office. Notice and Opportunity is an
13 essential element of due process of law, see *Fuentes v. Shevin*, 407 U.S. 67 (1972),
14 which states:

15
16 For more than a century the central meaning of procedural
17 due process has been clear: "**Parties whose rights are to be**
18 **affected are entitled to be heard; and in order that they**
19 **may enjoy that right they must first be notified.**" *Baldwin*
20 *v. Hale*, 1 Wall. 223, 233. See *Windsor v. McVeigh*, 93 U. S. 274;
21 *Hovey v. Elliott*, 167 U. S. 409; *Grannis v. Ordean*, 234 U. S.
22 385. It is equally fundamental that the right to notice and an
23 opportunity to be heard "must be granted at a meaningful time
24 and in a meaningful manner." *Armstrong v. Manzo*, 380 U. S.

1 545, 552.

2 If the right to notice and a hearing is to serve its full
3 purpose, then, it is clear that it must be granted at a time when the
4 deprivation can still be prevented. At a later hearing, an
5 individual's possessions can be returned to him if they were
6 unfairly or mistakenly taken in the first place. Damages may even
7 be awarded to him for the wrongful deprivation. But no later
8 hearing and no damage award can undo the fact that the arbitrary
9 taking that was subject to the right of procedural due process has
10 already occurred. "This Court has not . . . embraced the general
11 proposition that a wrong may be done if it can be undone."
12 Stanley v. Illinois, 405 U. S. 645, 647.

13 The issue is whether procedural due process in the context
14 of these cases requires an opportunity for a hearing *before* the
15 State authorizes its agents to seize property in the possession of a
16 person upon the application of another.

17 **The constitutional right to be heard is a basic aspect of**
18 **the duty of government to follow a fair process of decision**
19 **making when it acts to deprive a person of his possessions.**
20 The purpose of this requirement is not only to ensure abstract fair
21 play to the individual. Its purpose, more particularly, is to protect
22 his use and possession of property from arbitrary
23 encroachment—to minimize substantively unfair or mistaken
24 deprivations of property, a danger that is especially great when
25 the State seizes goods simply upon the application of and for the
26 benefit of a private party. [Emphasis added.]

1 "The essential elements of due process of law are ... Notice and The Opportunity to
2 defend." Simon vs. Craft, 182 US 427

3
4
5 **C. AN ALLEGED ASSIGNEE OF A DEBT THAT CANNOT**
6 **ESTABLISH STANDING CANNOT ENFORCE A DEBT.**

7 The public has a reasonable expectation that the Courts in Missouri are
8
9 going to obey the mandates of the Missouri Appeals Courts and enforce previous
10 appellate court decisions that have established standards of review. This is obvious
11 given how careful state legislatures are to avoid writing laws relating to abortion in
12 light of Roe v. Wade and restrictions or racial segregation in light of Brown v.
13 Board of Education. The court has dismissed the appeal because they said we
14 appealed a decision, which was not final, even though we were misled by the court
15 clerk when the steadfastly refused to issue a new summons for SUBSTITUTE
16 TRUSTEE CORPORATION when we amended the complaint in this case. We are
17 familiar with several decisions by the US Supreme Court that states that the pro se
18 litigant cannot be held to the standards of an attorney, see Haines v. Kerner, 404
19 US 519, (1972) and Estelle v. Gamble, 429 US 97 (1976). This is especially true
20 when the court clerk gives erroneous information that misled us into believing that
21 the entire case has been dismissed, although it appears that this was not true. We
22 believe that all Missouri Courts must be bound by Missouri Appellate Court
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1 precedent and US Supreme Court precedent. We were astonished that some of the
2 Missouri Court of Appeals judges believe they are not bound by US Supreme
3 Court precedent. It is furthermore important to understand that the litigants are
4 attempting to reverse the lower court ruling so that they can save their home from
5 mortgage foreclosure by an **alleged lender that cannot supply any evidence**
6 **whatsoever that they have a property interest in either the note or deed of**
7 **trust. Thus, this case is an exceptionally important case to restrain the banks**
8 **from extreme and outrageous violations of the law.**

11 We ask if the Missouri Courts really want a stranger to the transaction to be
12 able to steal a house. In and Citibank (South Dakota), NA v. Mincks, 135 S.W. 3d
13 545 (2004), the Missouri Court of Appeals stated that the bank could not collect a
14 debt for a mail order product that was not delivered to the customer. Similarly,
15 Bellistreri v. Ocwen Loan Servicing, LLC 284 S.W. 619 (2009), the Missouri
16 Court of Appeals stated that Ocwen Loan Servicing, LLC could not enforce a
17 mortgage debt, when the note was not assigned to the alleged creditor. The Court
18 stated that: "Both parties filed motions for summary judgment, and the circuit court
19 held that **Ocwen** lacked standing to contest **Bellistri's** deed. For the following
20 reasons, we affirm." It is important to have decisions that are uniform in Missouri,
21 which is why this case must be transferred.

26 It is clear to almost anyone that if the Defendants could not produce any
27

1 evidence whatsoever of an assignment of the note and deed of trust to themselves
2 they should not be able to move forward with a mortgage foreclosure. They
3 avoided discussing how they came to acquire the note and deed of trust by way of
4 an assignment, while the original lender was in bankruptcy. Also, the never
5 explained why they do not have a written assignment in their possession, and filed
6 in the county Real Estate Records. They failed to identify the lender or assignee in
7 the court hearings held. They failed to supply a chain of title. It is important for
8 people to be able to pursue justice when there is such an extreme violation of our
9 rights such as is true in our case.

12
13 Also, one of the Appellants suffered from severe back pain from an injury
14 that made it difficult to pay a mortgage. Additionally, this appeal seeks review of
15 the lower courts flagrant setting aside of bankruptcy laws as they apply to this case.
16 It is important In the interest of fairness and justice we ask the court to reinstate the
17 case and grant leave to amend.

19
20 In addition, we notice the particularly harsh language of the Chief Judge
21 who issued the first order dismissing our appeal. This seemed to reveal an animus
22 and anger and bias that was behind the order and went beyond what was necessary
23 to communicate the court's order and explain the rationale for the order. For this
24 reason we suspect that there may be a certain bias and prejudice against the home
25 owner and in favor of banks on the part of the Chief Judge. Consequently, we

1 respectfully ask that the Chief Judge in this court refrain from participating in the
2 review of this case. We are willing to rewrite the brief again, if necessary.

3 There are several extremely important issues involved in this case, which
4 needs to be addressed by this court or the Missouri Supreme Court to ensure that
5 justice is served and that the homeowners in Missouri do not conclude that they
6 cannot get justice here in Missouri. This will also ensure that the Court decisions in
7 Missouri are uniform. Friends in California tell us that the Courts in California rule
8 in favor of the courts almost every time except where there is an extreme and
9 outrageous violation of our rights by the financial services industry, as is the case
10 here. First: Can a home owner in Missouri get any justice against the banks given
11 the political and economic power the banks can wield? The second issue is this:
12 can a lower court deny a trial by jury as guaranteed by the American Constitution,
13 where a creditor cannot establish a documented enforceable interest in the note and
14 deed of trust. This is especially in the light of Cummings v. Missouri, 71 US 277
15 (1867), which states as follows:
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21 "Let us not forget that the Constitution **declares that trial by jury, in**
22 **all cases in which it has been formerly used, should remain inviolate**
23 **forever, and that the legislature should at no time erect any new**
24 **jurisdiction which should not proceed according to the course of the**
25 **common law."** Cummings v. Missouri 71 US 277 (1867) [Emphasis added]

26 The principal issue is this: can a non-creditor enforce a mortgage debt that
27 was never assigned to them, especially when the original lender never assigned the
28

1 debt to anyone before they filed a Chapter 11 Bankruptcy? We rely upon this
2 application, and such oral argument as we may make if there is a hearing that is set
3 for this motion.

4 Date: 4-11-2019
5

6
7 Alberto Rodriguez Maria Rodriguez
8

9 Alberto Rodriguez

Maria Rodriguez

PROOF OF SERVICE BY MAIL

I David Lopez, now certify that I am
domiciled in the Saint Louis -county, I am over the age of eighteen
years and I did in fact serve as follows: On the 11th of April, 2019
____ date, I served by mail a true copy of **APPLICATION FOR A**
TRANSFER OF THIS CASE TO THE MISSOURI SUPREME COURT
PURSUANT TO RULE 83.02 OF THE RULES OF CIVIL PROCEDURE,
by placing said document in an envelope postage prepaid and placing the
envelope in the US mail for Case No. ED 106849 Filed in The Missouri
Supreme Court, upon the FOLLOWING SERVICE LIST

ATTORNEYS OF RECORD,
FOR OCWEN LOAN SERVICING, LLC,
HUSCH BLACKWELL, LLP
190 Carondelet Plaza, Suite 600
St. Louis, Missouri 63105

Substitute Trustee Corporation
12400 Olive Blvd, Ste 555
St Louis, MO 63141

My mailing location is:

733 Rederwood Drive, Hazelwood Missouri 63042

VERIFICATION

I hereby affirm all facts stated in this Proof of Service are true of my own
knowledge except for those facts, which are stated upon information and belief,
and as to those such matters, I believe them to be also true. On the 11th of
April, 2019 (date).

David Lopez

**NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL NOTICE TO
THE PRINCIPAL IS NOTICE TO THE AGENT**

Exhibit 3-M



In the Missouri Court Of Appeals
Eastern District

ED106849

ALBERTO RODRIGUEZ AND MARIA RODRIGUEZ, APPELLANTS

vs.

OCWEN LOAN SERVICING, LLC AND SUBSTITUTE TRUSTEE CORPORATION,
RESPONDENTS AND DOES 1 THROUGH 15, INCLUSIVE, DEFENDANTS

ORDER

EMTR1 Application for Transfer to SC

_____ Sustained

_____ Granted

 / Denied

_____ Taken with Case _____

_____ Granted Until _____

_____ Other _____

By: _____

Colleen Dolan
COLLEEN DOLAN

4-16-19

Date

Exhibit 3-N

RECEIVED AND FILED
CIRCUIT COURT OF
ST. LOUIS COUNTY

2019 APR -9 PM 1:50

JOAN M. GILMER
CIRCUIT CLERK

1 Alberto Rodriguez and
2 Maria Rodriguez
3 Plaintiffs,
4 1232 Wissmann Drive
5 Ballwin, Missouri republic
6 near [63011]

7 IN CIRCUIT COURT FOR ST. LOUIS COUNTY

8 IN AND FOR STATE OF MISSOURI

9 Alberto Rodriguez and Maria Rodriguez

Case No.: 17SL CC04487

10
11 Plaintiffs, Prosecutors,
12 Aggrieved Parties

NOTICE OF VOLUNTARY DISMISSAL
OF SUBSTITUTE TRUSTEE
CORPORATION WITHOUT PREJUDICE

13
14 v.

15 OCWEN LOAN SERVICING, LLC
16 SUBSTITUTE TRUSTEE
17 CORPORATION
18 DOES 1 through 15, inclusive,
19 Defendants

20
21 **I. STATEMENT OF FACTS OF THE CASE**

22 1. We, the Plaintiffs, hereby voluntarily dismiss SUBSTITUTE TRUSTEE CORPORATION as
23 a defendant in the above captioned matter **WITHOUT PREJUDICE**.

24
25 Date: 4-09-2019

4-09-2019

Summer Declaration Pg 201 of 206

4-09-2019

1 *Alberto Rodriguez*

Maria Rodriguez

2 Alberto Rodriguez

Maria Rodriguez

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PROOF OF SERVICE BY MAIL

I David Lopez, now certify that I am domiciled in the Saint Louis -county, I am over the age of eighteen years and I did in fact serve as follows: On the 09th of April, 2019 date, I served by mail a true copy of **PLAINTIFF'S VOLUNTARY DISMISSAL OF SUBSTITUTE TRUSTEE CORPORATION, by placing said document in an envelope postage prepaid and placing the envelope in the US mail for Case No. 17SL-CC04487 in The Circuit Court of St. Louis County, upon the agent of the Defendant OCWEN LOAN SERVICING, LLC, located at;**

HUSCH BLACKWELL, LLP
190 Carondelet Plaza, Suite 600
St. Louis, Missouri 63105

My mailing location is:

733 Ridewood Drive, Hazelwood Missouri 63042

VERIFICATION

I hereby affirm all facts stated in this Proof of Service are true of my own knowledge except for those facts, which are stated upon information and belief, and as to those such matters, I believe them to be also true. On the 09th of April, 2019 (date).

David Lopez

NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL NOTICE TO THE PRINCIPAL IS
NOTICE TO THE AGENT

PROOF OF SERVICE BY MAIL

I David Lopez, now certify that I am domiciled in the Saint Louis county, I am over the age of eighteen years and I did in fact serve as follows: On the 09th of April, 2019 date, I served by mail a true copy of **PLAINTIFF'S MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION FOR LEAVE TO AMEND THE COMPLAINT**, by placing said document in an envelope postage prepaid and placing the envelope in the US mail for Case No. 17SL-CC04487 in The Circuit Court of St. Louis County, upon the **SUBSTITUTE TRUSTEE CORPORATION**, located at;

SUBSTITUTE TRUSTEE CORPORATION
12400 Olive Blvd, Ste 555
St. Louis, Missouri 63141

My mailing location is:

733 Riderwood Drive, Hazelwood Missouri 63042

VERIFICATION

I hereby affirm all facts stated in this Proof of Service are true of my own knowledge except for those facts, which are stated upon information and belief, and as to those such matters, I believe them to be also true. On the 09th of April, 2019 (date).

David Lopez

NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL NOTICE TO THE PRINCIPAL IS
NOTICE TO THE AGENT

Exhibit 3-O

FILED

JUN 10 2019

JOAN M. GILMER
CIRCUIT CLERK, ST. LOUIS COUNTY

STATE OF MISSOURI,
City of St. Louis } ss



In the Missouri Court of Appeals Eastern District

MANDATE

ALBERTO RODRIGUEZ AND MARIA)	No. ED106849
RODRIGUEZ,)	
)	
APPELLANTS,)	ST. LOUIS COUNTY CIRCUIT COURT
)	No. 17SL-CC04487
vs.)	
)	
OCWEN LOAN SERVICING, LLC)	
AND SUBSTITUTE TRUSTEE)	
CORPORATION,)	
)	
RESPONDENTS,)	
)	
AND)	
)	
DOES 1 THROUGH 15,)	
INCLUSIVE,)	
)	
DEFENDANTS.)	

Being duly advised in the premises, the appeal from the judgment of the ST. LOUIS COUNTY CIRCUIT COURT in Cause No. 17SL-CC04487 is hereby dismissed on the Respondents' motion and in accordance with the order of this Court dated April 3, 2019.

STATE OF MISSOURI, SS.

I, LAURA THIELMEIER ROY, Clerk of the Missouri Court of Appeals, Eastern District, certify that the above and foregoing is a full, true and complete transcript of the judgment rendered in the above entitled cause, as fully as the same remains of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, at my office in the City of St. Louis this 4th day of June, 2019.



Laura Thielmeier Roy
Clerk, Missouri Court of Appeals,
Eastern District