

Name

Address

City State Zip

September 18, 2010

Certified Mail Return Receipt Requested

Quality Loan Service Corp.

2141 5th Avenue

San Diego, CA 92101

TS Number

**DEMAND TO CEASE AND DESIST COLLECTION ACTIVITIES PRIOR TO
VALIDATION OF PURPORTED DEBT**

This notice is in compliance with and under 15 USC §§1601, 1692 et seq.

Pursuant to the **Fair Debt Collection Practices Act, 15 U.S.C. §§ 1601, 1692 et seq.** this constitutes timely written notice that I decline to pay the attached erroneous purported debt which is unsigned and unattested, and which I hereby cancel in its entirety without dishonor on the grounds of breach, false representation and fraud.

15 U.S.C. §1692(e) states that a “false, deceptive, and misleading representation or means in connection with the collection of any debt” includes the false representation of the character of legal status of any debt and further makes a threat to take any action that cannot legally be taken a deceptive practice.

Such Notice omits information which should have been disclosed, such as citations, disclosing that agency’s jurisdictional and statutory authority. Said Notice further contains, false, deceptive and misleading representations, and allegations intended to intentionally pervert the truth for the purpose of inducing one, in reliance upon such, to part with property belonging to them and to surrender certain substantive legal and statutory rights. To act upon this Notice would divest one of his/her property and/or their prerogative rights, resulting in legal injury.

Pursuant to 15 U.S.C. §1692(g)(4) **Validation of Debts**, if you have evidence to validate the claim that the attached presentment does not constitute fraudulent misrepresentation and that one owes this alleged debt, this is a demand that, within 30 days, you will provide such validation and supporting evidence and competent witness to substantiate your claim. Until the requirements of the **Fair Debt Collection Practices Act** have been met and your claim is validated, you have no jurisdiction to continue any collection activities, including, but not limited to, reporting to any/all credit bureau reporting agencies.

This is a constructive notice that, absent the validation of your claim within 30 days, you must cease and desist and all collection activity and are prohibited from contacting me, through mail, by telephone, in person, at my home, or at my work. You are further prohibited from contacting my employer, my bank or any other third party associated with me, directly or indirectly. Each and every attempted contact, in violation of this Act, will constitute harassment, defamation of character, and slander of credit of reputation which will subject your agency and/or board, and any and all agents in his/her/their individual capacities, who take part in such harassment, and duration, to a liability for actual damages, as well as statutory damages of up to \$1,000.00 for each and every violation, and any further liability for legal fees to be paid to any counsel which I may retain. **Further, absent such validation of your claim, you are**

prohibited from proceeding with the foreclosure and are also barred from reporting any derogatory credit information to any Credit Reporting Agency, regarding this disputed purported debt.

In Cox v. Helenius, 103 Wn.2d 383,*,693 P.2d 683 (1985), in which the trustee knew that the right to foreclose was disputed the court held that the trustee should have delayed foreclosure. As a result of the trustee's failure to do so, the sale was held void.

California Civil Code §3517 No one can take advantage of his own wrong.

Sincerely,

Name Here

Name

Address

City State Zip

Date

Trustee

Address

City, State Zip

RE: TS Number

Property Address -

Dear Trustee:

I am in receipt of (fill in the notice you have received) dated (fill in the date). I hereby object to the Notice and request that you send a copy of this letter to your insurance carrier and all other interested parties as described herein for the following reasons:

1. There is no delinquency or default. The Lender has been paid in full plus a fee for standing in for an undisclosed third party lender that was not properly registered or regulated as a financial institution or lender at the time the transaction took place.
2. The 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 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 presence of necessary and indispensable parties to any dispute that the true holders in due course might have against me, only 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, who 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.

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.

Therefore, please confirm the filing and recording of the satisfaction of mortgage, send the original note back to me (or tell me where it is), and confirm the retraction of the attempt to collect a debt which is incorrectly stated, improperly computed, improperly obtained, and fraudulently produced and transmitted.

Sincerely,

Name Here

