

April 10, 2017

First American Bank
PO Box 0794
Grove Village, IL 60009-0794

RESPA Qualified Written Request, Complaint, and Dispute of Debt and Validation of Debt Letter

Borrower: Laurence Schneider
Account Number: Account # [REDACTED]
Property Address: 17685 Circle Pond Court

To Whom It May Concern:

I am writing to you to request specific itemized information about the accounting and servicing of my mortgage and of my need for understanding and clarification of various charges, credits, debits, transactions, actions, payments, analyses and records related to the servicing of my loan from its inception to the present date. You have claimed continuously since early 2015 that I have been late virtually every month on payments on my HELOC with Bank of Coral Gables despite making the exact payments your representatives have told me would bring my account current.

I am disputing the validity and extent of the current debt you claim that I owe. To independently validate this debt, I need to conduct a complete exam, audit, review and accounting of my mortgage loan from its inception until the present date. Upon receipt of this letter, please refrain from reporting any negative credit information to any credit reporting agencies until you respond to my "requests."

I am requesting that you conduct your own investigation and audit of my account since its inception to "validate" the debt you claim I owe you is accurate to the penny and to provide me with all the information/data and calculations on which you are relying to validate your claims.

Therefore, I am sending you this "Qualified Written Request" under the Real Estate Settlement Procedures Act, codified as Section 2605 (e) of Title 12 of the United States Code.

In order to conduct this examination and audit, I need to have full and immediate disclosure including copies of all pertinent information regarding my loan. The documents requested and answers to questions are needed by my counsel and the predatory lending experts retained to insure:

- That any sale or transfer of my loan from Coral Gables Bank to First American Bank was conducted in accordance with proper laws including interstate banking laws;
- That First American Bank is holding the HELOC note in compliance with State and Federal laws and has been entitled to the benefits of my payments;

- That all appropriate disclosures of terms, costs, commissions, rebates, kickbacks, fees etc. were properly disclosed to me at the inception of my loan by Bank of Coral Gables;
- That each servicer of my mortgage has serviced my mortgage in accordance with the terms of my mortgage, promissory note and in compliance with local, state and federal statutes, laws and regulations;
- That my loan has properly been credited, debited, adjusted, amortized and charged correctly;
- That interest and principal have been properly calculated and applied to my loan;
- That my principal balance has been properly calculated and accounted for;
- That no charges, fees or expenses, not obligated by me in any agreement, have been charged or assessed to or collected on my account;

For each record kept on computer or in any other electronic file or format, please provide a paper copy of "all" information in each field or record in each computer system, program or database used by you that contains any information on my account.

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

1. All contracts related to the sale or transfer of my note, mortgage and servicing rights or other similar agreement related to any assignment, purchase or sale of my mortgage loan or servicing rights by you, any broker, affiliate company, parent company, servicers, bank, government sponsored enterprise, sub-servicers, mortgage broker, mortgage banker or any holder of any right related to my mortgage and promissory note from the inception of my loan to the present date.
2. All assignments, transfers, allonges, or other documents evidencing a transfer, sale or assignment of my mortgage, deed of trust, promissory note or other document that secures payment by me to my obligation in this account from the inception of my loan to the present date.
3. The front and back of each and every canceled check, money order, draft, debit or credit notice issued from servicing of my account for payment of any monthly payment, other payment, escrow charge, fee or expense on my account.
4. All escrow analyses conducted on my account from the inception of my loan until the date of this letter;

5. The front and back of each and every canceled check, draft or debit notice issued for payment of closing costs, fees and expenses listed on my disclosure statement including, but not limited to, appraisal fees, inspection fees, title searches, title insurance fees, credit life insurance premiums, hazard insurance premiums, commissions, attorney fees, points, etc.
6. Front and back copies of all payment receipts, checks, money orders, drafts, automatic debits and written evidence of payments made by me or by others on my account.
7. All letters, statements and documents sent to me by your company;
8. All letters, statements and documents contained in my loan file or imaged by you, any servicer or sub-servicers of my mortgage from the inception of my loan to present date.
9. All electronic transfers, assignments, sales of my note, mortgage, bank merger loan transfer agreements or other security instrument.
10. All copies of property inspection reports, appraisals, BPOs and reports done on my property.
11. All invoices for each charge such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense which has been charged to my mortgage account from the inception of my loan to the present date.
12. All checks used to pay invoices for each charged such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense which has been charged to my mortgage account from the inception of my loan to the present date.
13. All agreements, contracts and understandings with vendors that have been paid for any charge on my account from the inception of my loan to the present date.
14. All loan servicing records, payment payoffs, payoff calculations, ARM audits, interest rate adjustments, payment records, transaction histories, loan histories, accounting records, ledgers, and documents that relate to the accounting of my loan from the inception of my loan until present date?
15. All loan servicing "transaction" records, ledgers, registers and similar items detailing how my loan has been serviced from the from the inception of my loan until present date?

ATTORNEY FEES

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

- 1) Have attorney fees ever been assessed to my account from the inception of my loan to the present date? If yes, please detail each separate assessment of attorney fees to my account from the inception of my loan to the present date and the date of such assessment to my account?
- 2) Have attorney fees ever been charged to my account from the inception of my loan to the present date? If yes, please detail each separate charge of attorney fees to my account from the inception of my loan to the present date and the date of such charge to my account?
- 3) Have attorney fees ever been collected from my account from the inception of my loan to the present date? If yes, please detail each separate collection of attorney fees from my account from the inception of my loan to the present date and the date of such collection from my account?
- 4) Please provide for me the name and address of each attorney or law firm that has been paid any fees or expenses related to my account from the inception of my loan to the present date?
- 5) Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed authorized the assessment or collection of each of the attorney fees you specify above.
- 6) Please detail and list for me in writing each separate attorney fee assessed to my account and for which corresponding payment period or month such late fee was assessed from the inception of my loan to present date.
- 7) Please detail and list for me in writing each separate attorney fee collected from my account and for which corresponding payment period or month such late fee was collected from the inception of my loan to present date.
- 8) Please detail and list for me in writing any adjustments in attorney fees assessed and on what date such adjustment was made and the reasons for such adjustment.
- 9) Please detail and list for me in writing any adjustments in attorney fees collected and on what date such adjustment were made and the reasons for such adjustment.
- 10) Has interest been charged on any attorney fee assessed or charged to my account? Yes or No?
- 11) How much in total attorney fees have been assessed to my account from the inception of my loan until present date? \$ _____
- 12) How much in total attorney fees have been collected on my account from the inception of my loan until present date? \$ _____

SUSPENSE/UNAPPLIED ACCOUNTS

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

- 1) Has there been any suspense or unapplied account transactions on my account from the inception of my loan until present date?
- 2) If yes, why? If no, please skip the questions in this section dealing with suspense and unapplied accounts.
- 3) In a spreadsheet or in letterform in a columnar format, please detail for me each and every transaction, both debits and credits that has occurred on my account from the inception of my loan until April 30, 2017 or the date in which you finish answering this QWR, whichever is later.

LATE FEES

- 1) Do you consider the payment of late fees as liquidated damages to you for not receiving my payment on time? Yes or No?
- 2) Are late fees considered interest? Yes or No?
- 3) Please detail for me in writing what expenses and damages you incurred for any payment I made that was late.
- 4) Please describe what expenses or charges were charged or assessed to my account other than late fees?
- 5) Please describe for me in writing what expenses you or others undertook due to any payment I made which was late?
- 6) Please describe for me in writing what damages you or others undertook due to any payment I made which was late?
- 7) Please detail and list for me in writing each separate late fee assessed to my account and for which corresponding payment period or month such late fee was assessed from the inception of my loan to present date.
- 8) Please detail and list for me in writing each separate late fee collected from my account and for which corresponding payment period or month such late fee was collected from the inception of my loan to present date.
- 9) Please provide me with the exact months or payment dates you or other previous servicers of my account claim I have been late with a payment from the inception of my loan to the present date.

PROPERTY INSPECTIONS

For purposes of this section “property inspection” and “inspection fee” refer to any inspection of my property by any source and any related fee or expense charged for such inspection.

- 1) Please tell me the date of each property inspection conducted on my property that is the secured interest for my mortgage, deed or note?
- 2) Please tell me the price charged for each property inspection?
- 3) Please tell me the date of each property inspection?
- 4) Please tell me the name and address of each company and person who conducted each property inspection on my property?
- 5) Please tell me why property inspections were conducted on my property and please tell me how property inspections are protective of my property.
- 6) Please explain to me your policy on property inspections.
- 7) Do you consider the payment of inspection fees as a cost of collection? Yes or No?
- 8) Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed authorized the assessment or collection of property inspection fees?
- 9) Have you labeled in any record or document sent to me a property inspection as a misc. advance? Yes or No? If yes, why?
- 10) Have you labeled in any record or document sent to me a property inspection as a legal fee or attorney fee? Yes or No? If yes, why?
- 11) Please detail and list for me in writing each separate inspection fee assessed to my account and for which corresponding payment period or month such fee was assessed from the inception of my loan to present date.
- 12) Please detail and list for me in writing each separate inspection fee collected from my account and for which corresponding payment period or month such fee was collected from the inception of my loan to present date.
- 13) Please detail and list for me in writing any adjustments in inspection fees assessed and on what date such adjustment was made and the reasons for such adjustment.
- 14) Please detail and list for me in writing any adjustments in inspection fees collected and on what date such adjustment was made and the reasons for such adjustment.

- 15) Has interest been charged on any inspection fees assessed or charged to my account? Yes or No?
- 16) If yes, when and how much was charged?
- 17) Is interest allowed to be assessed or charged on inspection fees charged or assessed to my account? Yes or No?
- 18) How much in total inspection fees have been assessed to my account from the inception of my loan until present date? \$ _____

BPO FEES

- 1) Have any BPOs [Broker's Price Opinions] been conducted on my property?
- 2) If yes, please tell me the date of each BPO conducted on my property that is the secured interest for my mortgage, deed or note?
- 3) Please tell me the price of each BPO?
- 4) Please tell me who conducted each BPO?
- 5) Please tell me why BPOs were conducted on my property
- 6) Please explain to me your policy on BPOs.
- 7) Have any BPO fees been assessed to my account? Yes or No?
- 8) If yes, how much in total BPO fees have been assessed to my account? \$ _____
- 9) Have any BPO fees been charged to my account? Yes or No?
- 10) If yes, how much in total BPO fees have been charged to my account? \$ _____
- 11) Please tell me specifically what clause, paragraph and sentence in my note, mortgage or deed of trust or any agreement I have executed allows you to assess, charge or collect a BPO fee from me.

SERVICING RELATED QUESTIONS

For each of the following questions listed below, please provide me with a detailed explanation in writing that answers each question:

In addition, I need the following answers to questions concerning the servicing of my mortgage account from its inception to the present date. Accordingly, can you please provide me, in writing, the answers to the questions listed below:

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

- 12) Have there been any "investors" who have participated in any mortgage backed security, collateral mortgage obligation or other mortgage security instrument that my mortgage loan has ever been a part of from the inception of my mortgage to the present date? If yes, please identify the name and address of each and every individual, entity, organization or
- 13) Please identify for me the parties and their addresses to all sales contracts, servicing agreements, assignments, allonges, transfers, indemnification agreements, recourse agreements and any agreement related to my loan from its inception to the current date written above.
- 14) Please provide me with copies of all sales contracts, servicing agreements, assignments, allonges, transfers, indemnification agreements, recourse agreements and any agreement related to my loan from its inception to the current date written above.

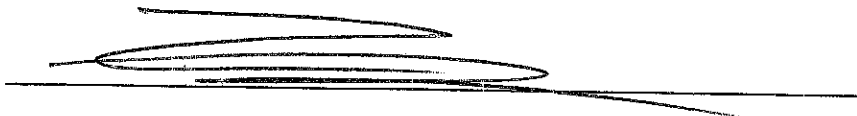
I seek verification of the amounts which you claim are due and/or delinquent and the documents supporting these claims as you are seeking to collect amounts against me in court. I should not be held responsible for any late fees, interest, or other charges relating to the above referenced confusion. I look forward to your response within 20 days from the date of this letter.

Any further written or verbal communications concerning this debt should be directed to me or my legal representatives.

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

It is my hope that you can answer my questions, document and validate my debt to the penny and correct and make right any errors uncovered.

Sincerely,



(LAURENCE SCHNEIDER)

cc: via email to Brian T. Hagan, bhagan@firstambank.com and to:

First American Bank, 80 Stratford Drive, Bloomingdale, IL 60108-2219

First American Bank, 2295 Galiano Street, Coral Gables, FL 33134

Keller & Bolz, 121 Majorca Avenue, Suite 200 Coral Gables, FL 33134