

DATE

*Via Certified Mail, Return Receipt No.* \_\_\_\_\_  
*Email* ( \_\_\_\_\_ ), *Fax* ( \_\_\_\_\_ )

SERVICER  
DESIGNATED QWR ADDRESS

Re: CLIENT NAME  
PROPERTY ADDRESS  
LOAN NO.

To Whom It May Concern:

I am writing about the pending foreclosure on the above referenced loan, and the disputed balance [SERVICER NAME] and the investor, [OWNER NAME], is claiming to be due on the loan account.

This is a “qualified written request” under the Real Estate Settlement Procedures Act, 12 U.S.C. 2605(e), a Request for Information (“RFI”) under the Real Estate Settlement Procedures Act, 12 C.F.R. § 1024.35 and a Notice of Errors (“NOEs”) under the Real Estate Settlement Procedures Act, 12 C.F.R. § 1024.36.5.

Requests for Information

I, [CLIENT NAME] hereby requests the following information related to the servicing of her mortgage loan, and in verification of the amount of the debt SERVICER claims to be due:

- 1) The origination documents, including the note, the security instrument, and HUD-1 Settlement Statement;
- 2) A complete transaction history from the date of origination to the present from all prior and current servicers and owners of the loan, reflecting all payments made on the account, and any interest, fees or other charges assessed to the account;
- 3) The identities of all owners of the loan since origination and the dates of transfer/acquisition;
- 4) A copy of the complete Asset Sales and Purchase Agreement and a copy of the complete loan schedule attached to the Agreement as Exhibit A with all 34 fields of data for my loan.
- 5) A copy of the original note with the allonge.
- 6) The name and address of the current “custodian” for the collateral loan file.

- 7) Copies of all documents reflecting prior transfers of the note and security instrument, from the original lender to the current owner/assignee of the note and mortgage (include endorsements and allonges for note transfers and assignments for transfers of the security instrument;
- 8) Copies of any and all loan modifications and other loss mitigation options for my loan;
- 9) Copies of any and all notices sent to me, [CLIENT NAME] concerning any assignment or transfer of ownership of the loan, including copies of correspondence to me, [CLIENT NAME] constituting proper notice under TILA 1026.39;
- 10) Identify the entities that have serviced the loan from origination to the present and describe the dates of all transfers of servicing rights;
- 11) Copies of all documents reflecting any transfer of servicing rights of the loan;
- 12) Copies of any and all notices sent to me, [CLIENT NAME] concerning transfer of servicing of the loan;
- 9) Copies of any and all monthly or periodic account statements sent to me, [CLIENT NAME] concerning the account;
- 10) Copies of all communications transmitted to me, [CLIENT NAME] by [SERVICER] including demands for payment and information about loss mitigation;
- 11) Identify the loss mitigation options for which my loan has been considered;
- 12) Provide an itemized explanation of the amount being claimed due on the account at this time, including the amount claimed for principal, interest, and fees;
- 13) Provide all information that you received about the loan account from the entity from whom you acquired the loan;
- 14) Identify any periods of time during which the loan was treated as charged off for any purpose, including as an accounting adjustment, for tax treatment, or for credit reporting;
- 15) If the loan account was ever accelerated, indicate all dates when an acceleration occurred;
- 16) Provide copies of all notices or documents that established or memorialized an acceleration of the loan account;
- 17) If the loan is a HELOC any documents reflecting any disbursements made from the equity line at the time of origination;

18) If the loan is a HELOC, records of any disbursements made from the account, including the amount, date, payee, and copy of any checks or other records associated with such disbursement.

### Notices of Error

- 1) From [DATE] to [DATE] the loan was charged off and the owner and servicer failed to provide either a notice of suspension of payments or ongoing periodic account statements. The account must be adjusted to exclude any accrual of interest, fees, or other charges for this period of time
- 2) More than six years passed since the loan was accelerated on [DATE] without commencement of foreclosure proceedings. Foreclosure is no longer available as a remedy for collection of the debt. Therefore, you must cease and cancel all foreclosure activities. [depending on jurisdiction, entire debt and security interest may be voidable upon expiration of statute of limitations].
- 3) The statute of limitations for each installment due under the loan agreement expires six years after the installment came due. You are demanding payment for a substantial number of installments that came due before [DATE SIX YEARS AGO]. The account must be adjusted to delete any claims for installments that came due more than six years ago and purportedly remain unpaid.
- 4) From [DATE] to [DATE] no owner of the loan and no servicer communicated with [NAME OF CLIENT] about the status of the loan. No one provided information about where to send payments or amounts due. No one provided periodic statements, notices of transfers of servicing rights, or notices of transfers of ownership of the loan with relevant contact information. This conduct made it impossible for [NAME OF CLIENT] to make payments. The account must be adjusted to delete any amounts purportedly owed for installments, fees, and charges that came due during this period.
- 5) You are proceeding with a foreclosure sale based on notices to [NAME OF CLIENT] that, for the reasons described above, substantially misrepresented the amount owed, including the amount needed to cure. You must cease and cancel all pending foreclosure activities based on these defective notices and make the account adjustments described above.

You must provide written acknowledgement of your receipt of this qualified written request within five (5) business days, pursuant to 12 U.S.C. Section 2605(e)(1)(A) as amended effective July 16, 2010 by the Dodd-Frank Financial Reform Act and Reg. X Section 3500.21(e)(1).

Pursuant to Section 1024.36(d)(ii)(2)(A), not later than ten (10) days (excluding public holidays, Saturdays and Sundays) after you receive this request for information you must provide us with the identify of, and address or other relevant contact information for the owner of the mortgage loan identified herein. For all of the other information requested herein, and pursuant to Section

1024.36(d)(ii)(2)(B), you must respond not later than thirty (30) days (excluding legal public holidays, Saturdays and Sundays) after you receive this request for information.

Sincerely,

CLIENT NAME