

FILE # 2747958 RCD: 12/27/2011 @ 12:07 PM, BK: 3015 PG: 169 RECORDING:
\$19.50 RECORDING ARTICLE V: \$16.00 DEPUTY CLERK PDUNN DON W. HOWARD,
CLERK OF COURTS, OKALOOSA COUNTY FL

David A. Young
111 Mohawk Trail,
Crestview, Florida 32536

Notary Acceptor Address:
Attn: Alba Mendez, Notary Public
5994 Cobbler Lane,
Crestview, Florida 32539

6 September, 2011

National City Mortgage A Division Of National City Bank Of Indiana, now (PNC)
3232 Newmark Drive
Miamisburg, OH 45342

Re: Property Address: 111 Mohawk Trail, Crestview, Florida 32536
Loan Number: 0004333101

Default Provisions under this QUALIFIED WRITTEN REQUEST

National City Mortgage A Division Of National City Bank Of Indiana, now (PNC) or any agents, sales, transfers, or assigns omissions of or agreement by their silence of this **HUD and RESPA REQUEST** via certified rebuttal of any and all points, questions, and requests herein this **HUD and RESPA REQUEST**, denotes agreement and consent to those points, including but not limited by any violations of law and/or immediate terminate/remove any and all right, title and interest (liens) in **David A. Young and Johana M. Griggs** or any property or collateral connected to **David A. Young and Johana M. Griggs** or account # [REDACTED] and waives any and all immunities or defenses in claims and or violations agreed to in this **HUD and RESPA REQUEST** including, but not limited by any and all:

- 1. David A. Young and Johana M. Griggs's** right, by breach of fiduciary responsibility and fraud and misrepresentation, to execute a revocation and rescinding any and all power of attorney or appointment **National City Mortgage A Division Of National City Bank Of Indiana, now (PNC)** may have or may have had in connection with account # [REDACTED] and any property and/or real estate connected with account # [REDACTED]
- 2. David A. Young and Johana M. Griggs's** right to have any certificated or non-certificated security re-registered solely in **David A. Young and Johana M. Griggs's**, and only **David A. Young and Johana M. Griggs's** name.
- 3. David A. Young and Johana M. Griggs's** right of collection via **National City Mortgage A Division Of National City Bank Of Indiana, now (PNC)**'s liability insurance and/or bond.
- 4. David A. Young and Johana M. Griggs's** entitlement in filing and executing any instruments, as power of attorney for, and by, **National City Mortgage A**

Division Of National City Bank Of Indiana, now (PNC), including but not limited by a new certificated security or any security agreement perfected by filing a UCC1 Financing Statement with the Secretary of State in the State where **National City Mortgage A Division Of National City Bank Of Indiana, now (PNC)** is located.

5. **David A. Young and Johana M. Griggs's** right to damages, because of **National City Mortgage A Division Of National City Bank Of Indiana, now (PNC)**'s wrongful registration or non-registration, breach of intermediary responsibility with regard to **David A. Young and Johana M. Griggs's** asset, by **National City Mortgage A Division Of National City Bank Of Indiana, now (PNC)** issuing to **David A. Young and Johana M. Griggs** a certified check for the original value of **David A. Young and Johana M. Griggs's** monetary instrument plus interest paid.

6. **David A. Young and Johana M. Griggs's** right to have account # [REDACTED] completely set off and deleted, because of **National City Mortgage A Division Of National City Bank Of Indiana, now (PNC)**'s wrongful registration or non-registration, breach of intermediary responsibility with regard to **David A. Young and Johana M. Griggs's** monetary instrument/asset, by **National City Mortgage A Division Of National City Bank Of Indiana, now (PNC)** sending confirmation of set off of wrongful liability of **David A. Young and Johana M. Griggs** and issuing a certified check for the difference between the original value of **David A. Young and Johana M. Griggs's** monetary instrument/asset and what **David A. Young and Johana M. Griggs** has mistakenly sent to **National City Mortgage A Division Of National City Bank Of Indiana, now (PNC)** as a payment for such wrongful liability, including all fees, late charges, and interest.

The potential consequences of this are several and include, but are not limited by, an immediate termination/removal of all right, title, and interests (liens) in **David A. Young and Johana M. Griggs's** property or collateral connected to **David A. Young and Johana M. Griggs** or account # [REDACTED]. Under such conditions, **National City Mortgage A Division Of National City Bank Of Indiana, now (PNC)** waives all immunities and defenses in claims and or violations agreed to in this HUD and RESPA REQUEST, including, but not limited by, all of the following:

Any direct rebuttal with certified true and complete accompanying proof, **must be posted to the above-provided "notary acceptor" address within sixty business days**. If and when no verified rebuttal of this "HUD and RESPA REQUEST" is made in a timely manner, a "Certificate of Non-Response" serves as **National City Mortgage A Division Of National City Bank Of Indiana, now (PNC)**'s judgment, consent and agreement with all claims and/or violations herein-stated in the default provisions or any other law.

National City Mortgage A Division Of National City Bank Of Indiana, now (PNC) or any sales, transfers, agents, or assigns offering a rebuttal of this HUD, RESPA REQUEST, TILA REQUEST, COMPLAINT, DISPUTE OF DEBT & VALIDATION OF DEBT LETTER must do so in the manner of this HUD and RESPA REQUEST in accordance of and in compliance with current statutes and/or laws by signing in the capacity of a fully liable man or woman being

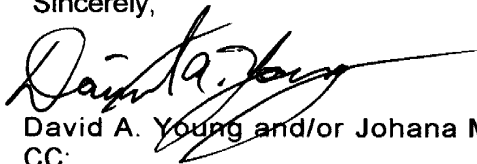
responsible and liable under the penalty of perjury while offering direct testimony with the official capacity as appointed agent for in accordance with **National City Mortgage A Division Of National City Bank Of Indiana, now (PNC)**'s Articles of Incorporation, By Laws duly signed by a current and duly sworn under oath director(s) of such Corporation/ Holding Corporation/ National Association. Any direct rebuttal with certified true and complete accompanying proof must be posted with the **independent 3rd party, Notary address** herein within the required sixty days.

When no verified rebuttal of this **HUD and RESPA REQUEST** is made in a timely manner, a "**Certificate of Non-Response**" serves, and will serve, as **National City Mortgage A Division Of National City Bank Of Indiana, now (PNC)**'s judgment, consent, and agreement by means of silence under law with any and all claims and/or violations herein-stated in the default provisions or any other law.

Power of Attorney:

If and when **National City Mortgage A Division Of National City Bank Of Indiana, now (PNC)** fails by not rebutting to any part of this **HUD and RESPA REQUEST**, **National City Mortgage A Division Of National City Bank Of Indiana, now (PNC)** agrees with the granting unto **David A. Young and Johana M. Griggs** unlimited Power of Attorney and any and all full authorization in signing and endorsing **National City Mortgage A Division Of National City Bank Of Indiana, now (PNC)** or any agent, officer, or assign's name upon any instruments in satisfaction of the obligations of this **HUD and RESPA REQUEST** Agreement or any agreement arising from this agreement. Pre-emption of or to any Bankruptcy proceeding shall not discharge any obligation(s) of this agreement. Non Replying Consent and with total agreement with this Power of Attorney by **National City Mortgage A Division Of National City Bank Of Indiana, now (PNC)** waives any and all claims on **David A. Young and Johana M. Griggs**, and/or defenses and remains in effect until the satisfaction of all obligations by **National City Mortgage A Division Of National City Bank Of Indiana, now (PNC)** have been satisfied.

Sincerely,



David A. Young and/or Johana M. Griggs
CC:

6 Sept 11

Bank Servicer and Lender:

National City Mortgage A Division Of National City Bank Of Indiana, now (PNC)

Attention: Customer Service Requests

3232 Newmark Drive
Miamisburg, OH 45342

Federal Trade Commission
600 Pennsylvania Avenue NW,
Washington, DC. 20580

Florida Office of Financial Regulation
200 East Gains Street
Tallahassee, FL 32399-0375

Fannie Mae
1000 Brickell Avenue
Suite 600
Miami, Florida 33131

Freddie Mac
Government & Industry Relations
325 7th Street, NW
Suite 500
Washington, DC 20004

New RESPA Enforcer:
Consumer Financial Protection Bureau (CFPB)
PO Box 4503
Iowa City, IOWA 52244-4503

HUD,
US Department of Housing and Urban Development
451 Seventh Street, SW
Washington, DC 20410

Office of Attorney General
State of Florida
The Capitol PL-01
Tallahassee, FL 32399-1050

NOTARY

STATE OF FLORIDA **COUNTY OF OKALOOSA**

The foregoing instrument was acknowledged before me this 6th day of SEP, 2011, by DAVID A. YOUNG, who is personally known to me or has produced FLORIDA DRIVER LICENSE as identification and who did did not take an oath.

Alba D Mendez
Signature of Notary

August 18, 2015
My Commission Expires

