

December 23, 2009

[REDACTED]

[REDACTED]

[REDACTED]

Chase Home Mortgage

P. O. Box 9001871

Louisville, KY 40290

Ref Acc#

Notice of Default and Opportunity to Cure

Thank you for your timely but unsatisfactory response. This is not a refusal to pay, but a notice that your **claim is being disputed**. This is a request for Validation, not Verification, made pursuant to the Fair Debt Collection Practices Act.

Be advised that I am not requesting another "verification" that you have my mailing address, I am requesting a "Validation;" that is, competent evidence that I/we have some contractual obligation to pay **Chase Home Finance**.

You have clearly attempted to respond to the Qualified Written Request as per the Real Estate Settlement Act, 12 U.S.C Section 2605(e) by providing me with nothing more than what I could have pulled from public records within our own county. By doing so you have provided a copy of my mortgage, alleged copy of the promissory note, and a computer print out of the alleged amounts owed that in fact prove that the original creditor is **DHI MORTGAGE COMPANY LTD**. And by the way, none of what you have sent leads me to believe that I should be sending payments to **Chase Home Finance**. But you have failed intentionally or unintentionally to overlook that I have also asked for Verification and Validation of the debt allegedly owed to **Chase Home Finance**.

According to your own words you are acting as a "debt collector". Now, it is common knowledge that a Bank trying to collect its own debt is not considered a debt collector, but as you have provided all the evidence yourselves that unequivocally prove that you are not trying to collect your own debt, since you are not the original creditor or lending institution, or shown any proof that you are the owner of the

alleged mortgage and promissory note, and even less are acting as the servicer of any note, you must follow the FDCPA, State and Federal guidelines. And you have failed miserably to in fact prove to me that in fact you have the right to collect the alleged debt.

Although the Fair Debt Collection Practices Act states that a consumer is entitled to Validation of his or her collections debts, it does not clearly define what constitutes legitimate debt Validation.

The terminology has developed to commonly refer to debt verification as automated printouts containing all personal information the collection agency or credit bureau currently has on the individual (name, address, SSN, copy of statements, etc.) along with the amount owed. Unfortunately this does not legally prove anything other than the fact that the consumer's information is associated with the collection account in the debt collector's database.

Anything can be typed into a computer system, printed out, and mailed. While this may seem unethical at first glance, the situation makes perfect sense from a business standpoint or by a debt collector or loan servicer that is trying to circumvent the requirements and I perfectly understand that, but you still need to Validate the debt to me.

The problem at hand is a very simple problem that **Chase Home Finance** can solve with little or no trouble at all if you want to avoid litigation and truly resolve this matter. Since this is mortgage related there are many issues that must be addressed prior to **Chase Home Finance** seeking to initiate a foreclosure. As in my prior request, I have asked **Chase Home Finance** that you provide me with certain information that you have failed or refused to provide. Without this information I cannot make a determination if in fact **Chase Home Finance** has the right to collect or enforce any payment from me at all.

It seems by your response that you are intentionally trying to avoid or circumvent the requirements imposed by law upon **Chase Home Finance** and freely given to me for our own protection from unscrupulous debt collectors and /or servicing companies. Any further attempts by **Chase Home Finance** at stonewalling information that I are entitled by law to receive whether freely given or in litigation if you so chose, will be considered malicious intent by **Chase Home Finance** and will prove beyond a shadow of a doubt that **Chase Home Finance** has something to hide and in fact wants to damage me financially and emotionally. Of course I would rather settle this in a peaceful manner if at all possible since I seek no controversy and I are sure that **Chase Home Finance** feels the same way.

Pursuant to the Fair Debt Collection Practices Act, **Chase Home Finance** had 30 days in which to Verify and Validate the alleged debt. As **Chase Home Finance** has failed to do so, and now I am giving you an opportunity to cure and remedy the situation. Once again, for **Chase Home Finance** to "Validate" the alleged debt and for **Chase Home Finance** to prove beyond a reasonable doubt that **Chase Home Finance** is truly entitled to collect and enforce I respectfully ask the **Chase Home Finance** provide the following;

I hereby demand absolute first hand evidence from you of the original uncertificated or certificated security regarding account # . In the event you do not supply me with the very security it will be a positive confirmation on your part that you never really created and owned one.

I also hereby demand that a chain of transfer from you to wherever the security is now be promptly sent to me as well. Absent the actual evidence of the security I have no choice but to dispute the validity of your lawful ownership, funding, entitlement right, and the current debt you say I owe. By debt I am referring to the principal balance you claim I owe; the calculated monthly payment, calculated escrow payment and any fees claimed to be owed by you or any trust or entity you may service or sub-service for.

I am also requesting the following as it is needed to determine whether or not **Chase Home Finance** entitled as **Chase Home Finance** claims to be.

Any and all assignments and a chain of title to **Chase Home Finance** from **DR Horton**. This will unequivocally prove that you are the owner/servicer and have the right to collect. Please remember that a suit cannot be prosecuted to foreclose a mortgage which secures the payment of a promissory note, unless the plaintiff actually holds and owns the original note. Please keep in mind that the person seeking to enforce the note must show that It is the holder of this note original by transfer, with all necessary rounds and if the person seeking to enforce is an agent meaning, Trust, Servicer, etc, it must show its agency status and that its principal, meaning the actual owner, is the holder of the note, nothing less will suffice now or during litigation.

According to section UCC 3-302 (c) "a person does not acquire rights of a holder in due course of an instrument taken (i) by legal process or by purchase in an execution". [Doesn't this fit the description of a mortgage agreement or note, which is a purchase in an execution? It says they cannot acquire the rights of a holder in due course.] So, undeniable proof will be needed from you in order to enforce this mortgage and note if all documentation is not correctly in place.

I will also need the following to make any determinations as to whether my mortgage has been paid by a third party insurance company;

1. Any and all "Pool Agreement(s)" or "servicing agreements" between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any Government Sponsored Entity, hereinafter GSE or other party as to make sure there are no other parties who could claim in interest;
2. Any and all "Deposit Agreement(s)" between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;

3. Any and all "Servicing Agreement(s)" between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;
4. Any and all "Custodial Agreement(s)" between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;
5. Any and all "Issuer Agreement(s)" between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;
6. Any and all "Commitment to Guarantee" agreement(s) between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;
7. Any and all "Release of Document" agreement(s) between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;
8. Any and all "Master Agreement for Servicer's Principal and Interest Custodial Account" between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;
9. Any and all "Release of Interest" agreement(s) between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;
10. Any Trustee agreement(s) between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and trustee(s) regarding this account or pool accounts with any GSE or other party;
11. All data, information, notations, text, figures and information contained in your mortgage servicing and accounting computer systems including, but not limited to Alltel or Fidelity CPI system, or any other similar mortgage servicing software used by you, any servicers, or sub-servicers of this mortgage account from the inception of this account to the date written above;

12. All descriptions and legends of all Codes used in your mortgage servicing and accounting system so the examiners and auditors and experts retained to audit and review this mortgage account may properly conduct their work;
13. All assignments, transfers, allonge, or other documents evidencing a transfer, sale or assignment of this mortgage, deed of trust, monetary instrument or other document that secures payment by me to this obligation in this account from the inception of this account to the present date including any such assignment form MERS;
14. All records, electronic or otherwise, of assignments of this mortgage, monetary instrument or servicing rights to this mortgage including any such assignments on MERS;
15. All escrow analyses conducted on this account from the inception of this account until the date of this letter;
16. All electronic transfers, assignments and sales of the note/asset, mortgage, deed of trust or other security instrument;
17. In a spreadsheet form or in letter form in a columnar format, please detail for me each and every debit on this account from the date such debit was posted to this account as well as the date any debit was received;
18. For each debit and credit listed, please provide me with the definition for each corresponding transaction code you utilize;
19. For each transaction code, please provide the master transaction code list used by you or previous servicers.
20. A copy of my PMI Insurance policy with all company and contact information along with any and all information of who has benefited from any payments made.

Until the alleged debt is Validated in accord with the "Fair Debt Collection Practices Act" and said Validation is sent to Respondent, whose information is enumerated on the last page of this instrument, each and every contact received by Respondent, and any and all information which is not removed from the Credit Reporting Agency, constitutes harassment, slander of credit, defamation of character, creating a false public record by use of mails and wire communications, with intent to obstruct lawfully

communicated information, and are subject to liability for damages, as well as statutory damages, including any and all legal costs, or fees incurred for each and every violation.

Due process of law is guaranteed for Respondent at debt collected and/or Alleged Creditor's Office of Risk Management and is codified in [18 USC §§ 4, 241, 241 1963] and at [15 USC § 1692 et seq.] and elsewhere. Respondent, makes this good faith Offer of Performance with sincere intent to give debt collector and/or Alleged Creditor, fair consideration and ample opportunity to provide Respondent with absolute verification and validation of debt in accordance with the terms and conditions set forth herein and herewith, failure/refusal to comply with the terms and conditions set forth herein and herewith within 10 days, will result in debt collector and/or Alleged Creditor's waiver of any and all alleged claims by acquiescence, meaning silence is acceptance.

Advisory Note: "Fair Debt Collection Practices Act" [15 USC § 1692 et seq.] states in relevant part: "A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt," which includes "the false representation of the character, or legal status of any debt," as well as "the threat to take any legal action that cannot be legally taken," all of which constitute violations of law.

Sincerely,

With Reservation of Rights UCC 1-308

Settlor, Creditor, Grantor, A Lawful woman, Real Party, Authorized Representative

Executed Pursuant to USC Title 28 § 1746(1)

[REDACTED]