

Documents

Document Title	Category	Document Date	Document Type	Action Type
1.				

January 25, 2010

Robin Simms
780 Yorkshire Place
Lilburn, GA 30047

Re: Loan Number: 1001458176
Property Address: 780 Yorkshire Place
Lilburn, GA 30047

Dear Ms. Simms:

This letter is in response to your recent written communication received in our office on January 25, 2010. Carrington Mortgage Services, LLC ("CMS") is committed to customer service, and appreciates the opportunity to respond to your inquiries.

Your letter purports to include a Qualified Written Request as the term is defined by Section 6 of the Real Estate Settlement Procedures Act ("RESPA"). We respectfully disagree that your letter constitutes a Qualified Written Request. As you know, in order to qualify as a Qualified Written Request, RESPA Section 6(e)(1)(B)(ii) requires that the writing "includes a statement of the reasons for the belief of the borrower....that the account is in error or provides sufficient detail to the servicer regarding other information sought by the borrower." Our research indicates that the letter provided from you is simply copied verbatim from sample Qualified Written Requests available on the internet. For this reason, we can only conclude that you have no legitimate "belief...that the account is in error" in the first place, nor any reasons to support that belief. If you have a sincere belief that the account is in error, we invite you to articulate the reasons for such belief and provide evidence thereof so that we can respond to such beliefs.

To validate and substantiate your debt as indicated in your request, please see the enclosed copies of the Loan Application, Federal Truth-In-Lending Statement, Good Faith Estimate (initial and final) HUD-1, Recorded Security Deed (including all addendums), Adjustable Rate Note, appraisal and other required disclosures and closing documentation. Should you require further loan documentation, you may forward your request directly to the undersigned.

Per the terms of the Adjustable Rate Note, all payments are due on the first of each month and considered late on the second. Payments received after the sixteenth of each month are assessed a late fee and payments not received within the month in which they are due will be reported to the credit bureaus accordingly. Please see the enclosed twenty-five month payment history along with our codes and definitions for your review.



Carrington Mortgage Services, LLC

P.O. Box 54285 Irvine, CA 92619-4285
(800)561-4567 Fax (949)517-5220

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January 25, 2010

While your account was in a disputed status we temporarily suppressed credit reporting during our review of your loan. Since then, we have determined the debt is valid and the information reported to the credit agencies (Equifax, Experian, TransUnion and Innovis) properly reflect your payment history; therefore, the above-referenced loan will begin reporting on March 1, 2010. CMS is obligated by federal law to provide timely and accurate credit reporting in regard to current loan status and payment history.

In response to Power of Attorney included as part of the Qualified Written Request, let it be known that you are not, nor have you ever been, authorized to act as agent, attorney-in-fact or in any other capacity for or on behalf of CMS. You have no legal basis to act on behalf of CMS and you will be held personally liable for those fraudulent acts you commit or purport to take on our behalf, as well as your related conduct.

CMS may take whatever action we may deem reasonably necessary or useful to address your fraudulent activities and invalidate any fraudulent transfer of the property. We are also authorized to aggressively seek recovery of all recoverable compensatory and punitive damages costs and expenses from you directly related to your recent conduct.

Finally, you are herewith formally advised to cease all fraudulent activities related to the loan and all other illegal activities that may involve CMS.

We trust we have fully addressed your concerns regarding this matter. Should you have additional questions, please contact our Customer Service Department at (800) 561-4567, Monday through Friday, 6:00 AM to 6:00 PM, Pacific Time.

Sincerely,

Mark Phillips
Manager, Customer Service Research
Carrington Mortgage Services, LLC

-MINI MIRANDA-

Pursuant to the Fair Debt Collection Practices Act, you are advised that Carrington Mortgage Services, LLC is deemed to be a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

-CREDIT REPORTING-

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.



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-IMPORTANT BANKRUPTCY NOTICE-

If you have been discharged from personal liability on the mortgage because of bankruptcy proceedings and have not reaffirmed the mortgage, this letter is not an attempt to collect a debt from you, but merely provides an informational notice regarding the status of the loan. If you are represented by an attorney with respect to your mortgage, please forward this document to your attorney.

-HUD STATEMENT-

Pursuant to section 169 of the Housing and Community Development Act of 1987, you may have the opportunity to receive counseling from various local agencies regarding the retention of your home. You may obtain a list of the HUD approved housing counseling agencies by calling the HUD nationwide toll free telephone at 1-800-569-4287.

FROM:
ROBIN SIMS
780 YORKSHIRE PLACE LILBURN, GA. 30047

DATE: December 15, 2009

TO:
CARRINGTON MORTGAGE SERVICES
P.O. BOX 54285
IRVINE, CA. 92619

CARRINGTON MORTGAGE SERVICES
CORESPONDANCE RESEARCH
1610 E. ST. ANDREW PLACE Suite B-150
SANTA ANA, CA.

MERS
PO BOX 2026
FLINT, MI 48501-2026

ALL MORTGAGE(S), TRUSTEE(S), BENEFICIARY AND SUCCESSORS

**QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT & VALIDATION OF DEBT
LETTER, FOIA REQUEST, SIGNATURE REVOCATION, and AFFIDAVIT.**

Please be advised that this letter is a "qualified written request," DEMAND, AFFIDAVIT and Amendment in compliance with RESPA and under the DEED OF TRUST/SECURITY AGREEMENT/NOTE created namely the Loan #1001458176, **CARRINGTON MORTGAGE SERVICES;**

Reference: ROBIN SIMMS's Alleged Account Number: # 1001458176.

To whom it may concern,

This letter is to inquire about the accounting and servicing of this agreement and my need for understanding and clarification of various sale, transfer, funding source, legal and beneficial ownership, charges, credits, debits, transactions, reversals, actions, payments, inception of my loan to the present date.



Document 1, Image 4 of 11 (cntd. overleaf)

To this date, the information, documents I have, that you have sent, and the many conversations with your customer representatives/agents, have been unproductive and have not answered many or any questions.

It has come to my attention that your company may have been accused of engaging in one or more predatory servicing or lending and servicing schemes. As a consumer, I am extremely troubled to know about such practices by anyone; let alone **CARRINGTON MORTGAGE SERVICES**, financing company or anyone who has any interest in this matter. I am concerned that such abuses are targeting the **uneducated** and **uninformed/unaware** consumer and disadvantaged, poor, elderly and minority Americans.

Regardless, I am most concerned. This situation worries me that potential fraudulent and deceptive practices by unscrupulous brokers; sales and transfers of credit and or servicing rights; deceptive and fraudulent accounting tricks and practices may have also negatively affected any credit rating, loan account and/or the debt or payments that I am currently, or may be legally obligated to.

At this time, I hereby demand absolute first hand evidence from you of the original blue ink signature of the note to verify holder in due course of this alleged debt and or security regarding account # 1001458176.

In the case, that 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 my note. 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 of 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 allege I owe. By debt I am referring to the principle balance you claim I owe; the calculated monthly payment and any fees claimed to be owed by you or any trust or entity you may service or sub-service for.

To independently validate this debt, I need you to conduct a complete exam, audit, review and accounting of this account from its inception through the present date. Upon receipt

of this letter, please refrain from reporting any negative credit information to any credit reporting agency until you respond to each of the above mentioned requests.

I also request that you kindly conduct this investigation and audit of this account by a certified public neutral party, since its origination to validate the debt you currently claim I owe. I would like you to validate this debt so that it is accurate to the penny.

Please do not rely on previous servicers or originator records, assurances or indemnity agreements and refuse to conduct a full audit and investigation of this account. I understand that potential abuses by you or previous services could have deceptively, wrongfully, unlawfully, and/ or illegally: 1) Increased the principal balance I owe; 2) decreased the proper amount applied and attributed toward principle on this account; and/ or 3) assessed, charged and/ or collected fees, expenses and miscellaneous charges I am not legally obligated to pay under this DEED OF TRUST/ SECURITY AGREEMENT/NOTE.

It is extremely urgent that you insure that I have not been victim of such predatory servicing or lending practices.

To insure this, I am authorizing a thorough review, examination, accounting and audit of account # 1001458176 by a neutral auditing, CPA, and predatory servicing or lending expert. This exam and audit will review this account file from the date of initial contact, application and the origination of this account to the present date written above.

Again this is a Qualified Written Request under the DEED OF TRUST/SECURITY AGREEMENT/ NOTE and my fiduciary will provide for me the substantial penalties and fines for non-compliance or failure to answer my questions provided in this letter within ten (10) days of its receipt.

In order to conduct the examination and audit of this loan, I need to have **full** and **immediate disclosure** including copies of all pertinent information regarding this loan. The

documents, requests and answers to my questions are needed by me and others to unsure that this loan:

1. Was originated in lawful compliance with all federal and state laws, regulation including, but not limited to Title 62 of the Revised Statutes of the Fair Debt Collection Act, and other laws such as Real Estate Settlement Procedure Act 12 U.S.C. § 2601 et. seq.; that any and all sales or transfers of this account or monetary instrument, was conducted in accordance with proper laws and was a lawful sale with **COMPLETE** disclosure to all parties with an interest. This request requires signatures of both parties that constitute a loan. As you know, it takes two or more parties signature, meeting of the minds, and exchange of valuable consideration to create a valid contract.

That, the claimed holder in due course of the monetary instrument/title/asset/note is holding such note in compliance with statutes, State and Federal laws and is entitled to the benefits of payments.

That, all good faith and reasonable disclosures of transfers, sales, Power of Attorney, monetary instrument ownership, entitlements, full disclosure of actual funding source, terms, costs, commissions, rebates, kickbacks, fees, etc. where and still are properly disclosed to me.

That, each servicers and/or sub servicers of this loan and or agreement has serviced this loan and or agreement in accordance with statute, law, and the terms of agreement, monetary instrument and or title.

That this agreement and or loan account has properly been credited, debited, adjusted, amortized and charged correctly; that the principal and fees have been properly calculated and applied to this loan.

That any principal balance has been properly calculated, amortized and accounted for; that no charges, fees or expenses, not obligated by me in any agreement, have been charged, assessed or collected from this account.

- 13) Any and all "Release of Interest" agreement(s) between CARRINGTON MORTGAGE SERVICES LOAN # 1001458176 and MERS, and any GSE.
- 14) Please send to the Purchaser a copy of any and all document(s) establishing any Grantor for this Title and any NOTE.
- 15) All assignments, transfers, allonge, or other document evidencing a transfer, sale or assignment of this loan, 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.
- 16) The front and back of each and every canceled check, money order, draft, debit or credit notice issued to any Servicers of this account for payment of any monthly payment, other payment, late charge, fee or expense on this account.
- 17) 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 any and all disclosure statements(s) including, but not limited to, appraisal fees, etc.
- 18) Front and back copies of all payment receipts, checks, money, orders, drafts, automatic debits and written evidence of payments made by other or me on this account.
- 19) All letters, statements and documents sent to me by your company.
- 20) All letters, statement and documents sent to me by your agents, attorneys or representatives of your company.
- 21) All agreements, contracts and understandings with vendors that have been paid for any charge on this account from the inception of this account to the present date.
- 22) All account servicing records, payment payoffs, payoff calculations, payment records, transaction histories, account histories, accounting records, ledgers, and documents that relate to the accounting of this account from the inception of this account until present date.
- 23) All account servicing transaction records, ledgers, registers and similar items detailing how this account has been serviced from the date of inception of this account until present date.
- 24) Who loaned the money for this loan, or was it funded by MY OWN, ROBIN SIMMS pass-through account known as MY Social Security Number.

Further, In order to conduct the audit and review of this account, and to determine all proper amounts due, I need the following answers to questions concerning the servicing and accounting of this account from its inception to the present date. Accordingly, can you please provide me, in writing, the answers to the questions listed below.

ACCOUNT ACCOUNTING & SERVICING SYSTEMS

- 1) Please identify for me each account accounting and servicing system used by you and any sub-servicers or previous servicers from the inception of this account to the present date, so that these experts can decipher the data provided.
- 2) For each account accounting and servicing system identified by you and any sub-servicers or previous servicers from the inception of this account to the present date;

please provide the name and address of the company or party that designed and sold the system.

- 3) For each account accounting and servicing system used by you and any sub-servicers or previous servicers from the inception of this account to the present date, please provide the complete transaction code list for each systems so that I and others can adequately audit this account.

DEBITS & CREDITS

- 1) In a spreadsheet form or in letter form in columnar format, please detail for me each and every credit on this account and the date such credit was posted tot his account, as well as the date any credit was received.
- 2) In a spreadsheet form or in letter form in a columnar format, please detail for me each and every debit on this account and the date debit was posted to this account as well as the date any debit was received.
- 3) For each debit or credit listed, please provide me with the definition for each corresponding transaction code you utilize?
- 4) For each transaction code, please provide me with the master transaction code lost used by you or previous servicers.

LATE FEES

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

- 1) Have you reported the collection of late fees on this account as interest in any statement to me or to the IRS? Yes or No?
- 2) Has any previous servicers or sub-servicers of this loan reported the collection of late fees on this account as interest in any statement to me or to the IRS? Yes or No?
- 3) Do you consider the payment of late fees as liquidated damages to you for not receiving payment on time? Yes or No?
- 4) Are late fees considered interest? Yes or No?
- 5) Please detail for me in writing what expenses and damages you incurred for any payment I made that was late.
- 6) Were any of these expenses or damages charged or assessed to this account in any other way? Yes or No?
- 7) If yes, please describe what expenses or charges were charged or assessed to this account?
- 8) Please describe for me in writing what expenses you or other undertook due to any payment I made, which was late?
- 9) Please describe for me in writing what damages you or others undertook due to any payment I made, which was late?

- 10) Please identify for me in writing the provision, paragraph, section or sentence of any note, or any agreement I signed authorized the assessment or collection of late fees?
 - 11) Please detail and list for me in writing each separate late fee assessed to this account and for which corresponding payment period or month such late fee was assessed from the inception of this account to present date.
 - 12) Please detail and list for me in writing each separate late fee collected from this account and for which corresponding payment period or month such late fee was collected from the inception of this account to the present date.
 - 13) Please detail and list for me in writing any adjustments in late fees assessed and on what date such adjustments were made and the reason for such adjustments.
 - 14) Has interest been charged on any late fee assessed or charged to this account? Yes or No?
 - 15) Is interest allowed to be assessed or charged on late fees to this account? Yes or No?
 - 16) Have any late charges been assessed to this account? Yes or No?
 - 17) If yes, how much in total late charges have been assessed to this account from the inception of this account until present date? **PLEASE PROVIDE THE AMOUNT.**
 - 18) Please provide me with the exact months or payment dates you or other previous servicers of this account claim I have been late with a payment from the inception of this account to the present date.
 - 19) Have late charges been collected on this account from the inception of this account until present date? Yes or No?
 - 20) If yes, how much in total late charges have been collected on this account from the inception of this account until present date?
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Power of Attorney: When CARRINGTON MORTGAGE SERVICES, NATIONAL ALLIANCE TITLE and MERS or any other entities notice here fails by not rebutting to any part of this "Request" CARRINGTON MORTGAGE SERVICES, NATIONAL ALLIANCE TITLE, and MERS or any other entities noticed here, agrees with the granting unto ROBIN SIMS unlimited **Power of Attorney** and any and all full authorization in signing or endorsing **CARRINGTON MORTGAGE SERVICES, NATIONAL ALLIANCE TITLE, MERS or any other entities noticed here including any/all named SUCCESSOR, ASSIGNS, TRANSFEREE**, name upon any instrument in satisfaction of the obligation(s) of this **REQUEST/Agreement** or any agreement arising from this agreement. Pre-emption of or to any Bankruptcy proceedings shall not discharge any obligation(s) of this agreement. Consent and agreement with this Power of Attorney by **CARRINGTON MORTGAGE SERVICES, NATIONAL ALLIANCE TITLE COMPANY, MERS or any other entities noticed here** waives any and all claims of, and or defenses and remains in effect until satisfaction of all obligation(s) by **CARRINGTON MORTGAGE SERVICES, NATIONAL ALLIANCE TITLE COMPANY, MERS or any other entities noticed here** has been satisfied.

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Carrington Mortgage Services, LLC

Customer Service
Loan Counseling
Refinance Inquiries800-561-4567
888-788-7306
888-267-2451

017316 BS RE

ROBIN SIMMS
780 YORKSHIRE PLACE
LILBURN GA 30047-5362**Mortgage Statement**Statement Date 09/17/10
Loan Number 1001458176
Payment Due Date 07/01/09
Current Payment \$2,286.21
Past Due Amount(s) \$35,694.63
Unpaid Late Charges \$1,128.48
Other Charges \$273.00
Total Amount Due \$37,980.84
After 10/16/10 Add \$82.46
Property Address:780 YORKSHIRE PLACE
LILBURN GA 30047-0000**Account Information**

Balances		Payment Factors		Year To Date Figures	
Principal Balance	\$274,491.93	Interest Rate	6.500%	Interest	\$.00
Escrow Balance	\$6,127.83	Principal & Interest	\$1,649.32	Taxes	\$5,125.64
Unpaid Late Charges	\$1,128.48	Escrow Payment	\$636.89		
Other Charges	\$273.00	Optional Products	\$.00		
Suspense Balance	\$.00	Other	\$.00		
		Total Payment	\$2,286.21		

Important Messages

At MyLoan.carringtonms.com, you can get 24/7 access to review your account balance and activity, verify your loan details, contact us with questions, and request your loan payoff amount. Customer Service Representatives are also available at 800-561-4567 Monday through Friday, 6:00 a.m. to 6:00 p.m. Pacific Time.

Activity Since Your Last Statement

Date	Description	Amount	Principal	Interest	Escrow	Late Charge	Miscellaneous
09/16	Fee Billed	\$11.00					
08/04	Fee Billed	\$11.00					
07/29	Escrow Receipt	\$208.48			\$208.48		
06/16	Fee Billed	\$11.00					
06/03	Fee Billed	\$11.00					

Special Messages**Announcing CMS Direct Pay Service!**

We are now able to draft your payments from your checking or savings account automatically every month. The program can save you time and give you peace of mind knowing your monthly mortgage payments are taken care of. Please call our Customer Service department at 800-561-4567 to see if you qualify.

DETACH AND RETURN BOTTOM PORTION

Payment Coupon☐ If your address, phone number or social security

Loan Number Payment Due Date Amount Due

☐ number has changed, check this box and complete the reverse side of this form.

ROBIN SIMMS
780 YORKSHIRE PLACE
LILBURN GA 30047-5362

CARRINGTON MORTGAGE SERVICES LLC
PO BOX 79001
PHOENIX AZ 85062-9001



10014581760037980840038063308

1001458176	07/01/09	\$37,980.84
Late Charge	If Received After	Late Payment Amount
\$82.46	10/16/10	\$38,063.30

Additional Amounts Remitted

Principal	\$ _____
Escrow	\$ _____
Late Charge	\$ _____
Other	\$ _____
Total Remitted	\$ _____