QUALIFIED WRITTEN REQUEST LETTER UNDER RESPA

VPW & Associates, LLC

3131 McKinney Ave., Suite #600 Dallas, Texas 75204

Office: 1 (800) 244-6811 Fax: 1 (866) 610-8997

Re: Loan # [redacted]

Borrower Name(s): [redacted]

Property Address: [redacted]

RESPA QUALIFIED Written Request, Complaint, and Dispute of Debt and Validation of Debt Lottor

Dear FCI Lender Services,

This letter constitutes a formal "Qualified Written Request" under the Real Estate Settlement Procedures Act, codified as Section 2605 (e) of Title 12 of the United States Code. As you know, RESPA provides substantial penalties and fines for non-compliance or answers to my questions provided in this letter within sixty [60] days.

I dispute the amount that is owed according to the monthly billing statement in connection with the above-referenced loan. Based on the correspondence/statements that I have received from your company, I believe that the amount of alleged arrears is erroneous, and that I have been overcharged. I request an investigation and audit of the amount claimed to be due.

In order to validate the actual amount of my debt (if any) and audit my account, I request that copies of pertinent documents and answers to the questions sent forth below be sent to my address, which appears above.

Specifically, I require the following information and/or documents relating to my account:

[redacted]

[redacted]

[redacted]

BASIC INFORMATION RELATING TO MY ACCOUNT AND AMOUNTS ALLEGEDLY OWED

1. A complete payment history, including but not limited to the dates and amounts of all payments made on the loan to date.

2. A breakdown of the amount of claimed arrears or delinquencies, including an itemization of all fees charged to the account.

3. An explanation of how the amount due on the monthly billing statement ($_____) for the past 6 months was calculated.

4. An itemized breakdown of:
   (a) current escrow charges, showing how it was calculated, and the basis for any increase during the past 36 months;
   (b) a breakdown of any and all foreclosure fees;
   (c) a breakdown of all escrow items charged to the account;
   (d) a breakdown of all late fees charged to the account; and
   (e) a breakdown of all attorneys' fees charged to the account.

5. All assignments, transfers, or other document 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.

6. 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.

7. Front and back copies of all payment receipts, checks, money orders, drafts, automatic debits and written evidence of payments.

8. All letters, statements and documents sent to me by your company and/or its agents or representatives;

9. All letters, statements and documents sent to me by previous servicers, sub-servicers or others in your loan file or in your control or possession or in the control or possession of your agents or representatives.

10. 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.

11. Agreements, contracts and correspondence with vendors that have been paid for any charge on my account from the inception of my loan to the present.

12. 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 to the present.

DEBITS & CREDITS

In a spreadsheet form or in letter form in a columnar format, please detail for me each and every credit on my account and the date such credit was posted to my account as well as the date any credit was received.

ATTORNEY FEES

1. Have attorney fees ever been assessed to my account from the inception of my loan to the present date?

2. If the answer to the prior question is affirmative, provide an itemization of attorney fees to my account from the inception of my loan to the present, including the date of each such assessment/payment, the amount and the payee, and set forth the total attorney fees have been assessed to my account from the inception of my loan until present date.

3. How much in total attorney fees have been collected on my account from the inception of my loan until present date?

LATE FEES

1. Have any late charges been assessed to my account?

2. If late fees/charges have been assessed, how much in total late charges have been assessed to my account from the inception of my loan to the present?
$_____

3. Set forth each month and/or payment date that I was allegedly late with a payment, from the inception of my loan to the present.

4. Have late charges been collected on my account from the inception of my loan until present date? If yes, set forth the total late charges that have been collected on my account from the inception of my loan until present date.

As you are undoubtedly aware, Federal law requires that you provide the information and documents requested above within strict time periods. I trust that you will be providing me with a timely response.

Sincerely,

[redacted]

Borrower Date [redacted] Co-Borrower Date

[redacted]

[redacted]

THE LAW

The above legal form is based on the provisions of Federal law, which sets forth strict time limits for responses by loan servicers to inquiries by borrowers. The relevant statutory provisions are reprinted below:

12 U.S.C § 2605(e)

(e) Duty of loan servicer to respond to borrower inquiries

(1) Notice of receipt of inquiry

(A) In general

If any servicer of a federally related mortgage loan receives a qualified written request from the borrower (or an agent of the borrower) for information relating to the servicing of such loan, the servicer shall provide a written response acknowledging receipt of the correspondence within 20 days (excluding legal public holidays, Saturdays, and Sundays) unless the action requested is taken within such period.

(B) Qualified written request

For purposes of this subsection, a qualified written request shall be a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, that –

(i) includes, or otherwise enables the servicer to identify, the name and account of the borrower; and

(ii) includes a statement of the reasons for the belief of the borrower, to the extent applicable, that the account is in error or provides sufficient detail to the servicer regarding other information sought by the borrower.

(2) Action with respect to inquiry

Not later than 60 days (excluding legal public holidays, Saturdays, and Sundays) after the receipt from any borrower of any qualified written request under paragraph (1) and, if applicable, before taking any action with respect to the inquiry of the borrower, the servicer shall –

(A) make appropriate corrections in the account of the borrower, including the crediting of any late charges or penalties, and transmit to the borrower a written notification of such correction (which shall include the name and telephone number of a representative of the servicer who can provide assistance to the borrower);

(B) after conducting an investigation, provide the borrower with a written explanation or clarification that includes –

(i) to the extent applicable, a statement of the reasons for which the servicer believes the account of the borrower is correct as determined by the servicer; and

(ii) the name and telephone number of an individual employed by, or the office or department of, the servicer who can provide assistance to the borrower; or

(C) after conducting an investigation, provide the borrower with a written explanation or clarification that includes –

(i) information requested by the borrower or an explanation of why the information requested is unavailable or cannot be obtained by the servicer; and

(ii) the name and telephone number of an individual employed by, or the office or department of, the servicer who can provide assistance to the borrower.

(3) Protection of credit rating

During the 60-day period beginning on the date of the servicer's receipt from any borrower of a qualified written request relating to a dispute regarding the borrower's payments, a servicer may not provide information regarding any overdue payment, owed by such borrower and relating to such period or qualified written request, to any consumer reporting agency (as such term is defined under section **1681a** of title 15).

12 U.S.C § 2605(f)

(f) Damages and costs

Whoever fails to comply with any provision of this section shall be liable to the borrower for each such failure in the following amounts:

(1) Individuals

In the case of any action by an individual, an amount equal to the sum of –

(A) any actual damages to the borrower as a result of the failure; and

(B) any additional damages, as the court may allow, in the case of a pattern or practice of noncompliance with the requirements of this section, in an amount not to exceed $1,000.

(2) Class actions

In the case of a class action, an amount equal to the sum of –

(A) any actual damages to each of the borrowers in the class as a result of the failure; and

(B) any additional damages, as the court may allow, in the case of a pattern or practice of noncompliance with the requirements of this section, in an amount not greater than $1,000 for each member of the class, except that the total amount of damages under this subparagraph in any class action may not exceed the lesser of –

(i) $500,000; or

(ii) 1 percent of the net worth of the servicer.

(3) Costs

In addition to the amounts under paragraph (1) or (2), in the case of any successful action under this section, the costs of the action, together with any attorneys fees incurred in connection with such action as the court may determine to be reasonable under the circumstances.

(4) Nonliability

A transferor or transferee servicer shall not be liable under this subsection for any failure to comply with any requirement under this section if, within 60 days after discovering an error (whether pursuant to a final written examination report or the servicer's own procedures) and before the commencement of an action under this subsection and the receipt of written notice of the error from the borrower, the servicer notifies the person concerned of the error and makes whatever adjustments are necessary in the appropriate account to ensure that the person will not be required to pay an amount in excess of any amount that the person otherwise would have paid.