

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM OCONEE COUNTY

Court of Common Pleas

Steven C. Kirven, Master-in-Equity

Appellate Case No. 2017-000886

Volume 3 of 3

Federal National Mortgage Association, Respondent,

v.

John D. Dalen, Julie A. Dalen and Wawtockace Hills
Property Owners Association, Defendants,

Of whom John D. Dalen and Julie A. Dalen are Appellants,

And

John D. Dalen and Julie A. Dalen, Appellants,

v.

Bank of America, N.A., Successor by merger to BAC
Home Loans Servicing, L.P. f/k/a Countrywide Home
Loans Servicing, L.P., Respondent.

RECEIVED
OCT 13 2017
SC Court of Appeals

RECORD ON APPEAL

John D. Dalen and Julie A. Dalen
109 Wood Valley Drive
Westminster, SC 29693
Phone #: 864.647.4705
Appearing Pro Per / Appellant(s)

Attorneys: Brian A. Calub, Esq.
McGuire Woods LLP
Fifth Third Center
201 North Tryon St., Ste. 3000
Charlotte, NC 28202
Phone #: 704.343.2000
For Respondent Bank of America, N.A.

Charles S. Gwynne, Jr., Esq.
Rogers, Townsend & Thomas, PC
P.O. Box 100200
Columbia, SC 29202
Phone #: 803.744.1933
For Respondent FNMA

INDEX

ORDERS:

Order Denying Defendants' Motion to Dismiss, March 7, 2012.....	1
Order Denying Motion for Reconsideration entered June 20, 2012.....	4
Order Denying Plaintiff's Motion for Summary Judgment, July 9, 2014.....	6
Form 4 Order entered January 28, 2015.....	9
• These next two bulleted Orders appear to be identical but with different filing dates and were separately requested by Respondents so both are included	
• Order Denying Dalen's Motion for Summary Judgment and Granting BANA's Motion to Strike Jury Trial Demand and Refer to the Master-in-Equity entered February 25, 2015.....	11
• Order Denying Dalen's Motion for Summary Judgment and Granting BANA's Motion to Strike Jury Trial Demand and Refer to the Master-in-Equity entered May 15, 2015.....	15
Order Substituting Plaintiff entered September 23, 2015, incl. Form 4 Order.....	19
Order Removing Foreclosure Action from Active Docket entered May 11, 2016, filed May 16, 2016.....	23
Order Restoring Foreclosure Action to Active Docket entered July 28, 2016.....	26
Order Granting Counterclaim Defendant's (BANA's) Renewed Motion for Summary Judgment, July 28, 2016.....	29
Order Denying Motion to Reconsider, October 13, 2016.....	44
Order Denying Motion to Dismiss, October 13, 2016.....	48

Order Dismissing Appeal of Order Denying Motion to Dismiss entered	
November 18, 2016.....	51
Order Denying Motion for New Trial and/or Amended Judgment, Form 4,	
March 17, 2017.....	53
 JUDGMENTS:	
Judgment of Foreclosure and Sale, March 6, 2017.....	55
 PLEADINGS:	
Summons and Plaintiff's Complaint, October 31, 2011	
FDCPA attached to the Complaint.....	71
Defendant's Motion to Dismiss, including Memorandum of Law	
November 22, 2011	77
Defendant's Motion to Reconsider, Motion to Dismiss, Memorandum of Law	
February 14, 2012	81
Defendant's Answer, Affirmative Defenses, Counterclaim and Demand for Jury	
Trial, Motion, Memorandum of Law, February 21, 2012.....	87
Plaintiff's Reply to Defendant's Answer and Affirmative Defense, Counterclaim	
and Demand for Jury Trial, March 26, 2012	110
BANA's Motion for Summary Judgment filed December 4, 2013.....	117
Defendants filed a Motion to Deny Plaintiff's Motion for Summary Judgment,	
January 15, 2014.....	129
Defendants filed Cross-motion for Summary Judgment, January 15, 2014.....	143
Dalen's Motion for Summary Judgment dated November 17, 2014	185

Motion to Strike Jury Trial Demand and Refer to Master in Equity	187
filed November 17, 2014	
Dalen's Motion to Compel Discovery filed March 17, 2015	189
Dalen's Motion to Compel Mediation filed March 17, 2015	190
BANA's Motion to Substitute Plaintiff filed June 1, 2015	191
BANA's Motion to Amend Scheduling Order filed February 16, 2016	192
BANA's Renewed Motion for Summary Judgment filed March 9, 2016	195
BANA's Memorandum of Law in Support of Renewed Motion for Summary Judgment, and all attached exhibits, filed March 21, 2016	
See Exhibits 1 thru. 27	198
Dalens' Motion to Dismiss for Lack of Subject Matter Jurisdiction, and all attached exhibits, filed May 5, 2016	225
Motion for Reconsideration of Summary Judgment, and all attached exhibits filed August 8, 2016	233
Defendants filed Motion to Dismiss for Lack of Subject Matter Jurisdiction, and Denial of Due Process of Law, February 22, 2017	247
Defendants filed a Declaration of Claims for Fraud upon the Court, Lack of Subject Matter Jurisdiction, Fraud/Misrepresentation, and Denial of Due Process of Law on February 27, 2017	261
Objection and Motion for New Trial and/or Amended Judgment, including Judicial Notice of Adjudicated Facts, March 15, 2017	283

HEARING TRANSCRIPTS:

Transcript of Hearing before Judge Alexander Macaulay on Plaintiff's

Motion for Order of Reference, May 28, 2013

Pages 9-17, 19-20, 22-31, 34-35

Motions Hearing Transcript before Master in Equity Ellis B. Drew,

March 23, 2016

Transcript of Motions Hearing before Master in Equity Steven C. Kirven,

September 8, 2016, Pages 6-25

Transcript of Trial before Judge Kirven on March 2, 2017; Transcript dated

April 25, 2017

Plaintiff's direct examination of William Rankin, a witness for the plaintiff

begins on page 9 of the transcript through page 21

Defendant's cross examination begins on page 21 through 32 of the transcript

Volume 2 of 3 begins at page 414

EXHIBITS (including depositions)

Appellates /Dalen's Exhibits:

Exhibits A thru D filed with / attached to Dalen's Motion to Dismiss for Lack

of Subject Matter Jurisdiction, May 5, 2016

- Exhibit A Authority of National Banks: 12 CFR Ch. 1 § 7.4007

- Exhibit B Modern Money Mechanics: Who Creates Money?

- Exhibit C Modern Money Mechanics: Bank Deposits

- Exhibit D Dalen letter to FNMA dated February 27, 2016

Exhibits A thru. G filed with / attached to Dalen's Motion for Reconsideration
of Summary Judgment, August 8, 2016:

• Exhibit A Overview for Hearing on February 19, 2014	420
• Exhibit B Addendum for Exhibits	426
• Exhibit C Assignment of Mortgage to BAC Home Loan Services	449
• Exhibit D Plaintiff's Complaint	450
• Exhibit E Notary Bonding Company with signature of notary Jenny M. Kogak	455
• Exhibit F Law Review Article <i>Standing in the Wake of the Foreclosure Crisis</i>	456
• Exhibit G Article on Foreclosure Fraud.....	482

Exhibits A through K filed with Declaration of Claims for Fraud upon the Court,
Lack of Subject Matter Jurisdiction, Fraud/Misrepresentation, and
Denial of Due Process of Law on February 27, 2017:

◦ Exhibit A: Transcript of the Testimony of Zachary Chromiak, Direct Examination/Deposition on September 12, 2014	487
◦ Exhibit B: Plaintiff's Responses to Defendant's Interrogatories, Requests for Admissions and Production of Documents	491
◦ Exhibit C: Lis Pendens	522
◦ Exhibit D: Plaintiff's Complaint	523
◦ Exhibit E: Pooling and Servicing Agreement	528
◦ Exhibit F: Korn Law Firm letter to Judge Macaulay acknowledging Trust	535

◦ Exhibit G: Assignment of Mortgage, May 9, 2011	536
◦ Exhibit H: Copy of the note dated December 20, 2007	537
◦ Exhibit I : Copy of the Assignment of Mortgage with Notary Signature and the Notary Public's Oath and Certificate of Filing	540
◦ Exhibit J : Resume of Notary Jenny Kogak	543
◦ Exhibit K: Complaint filed by all 50 States Attorneys' General and The United States	545

Bank's Exhibits:

- Exhibit "A": Copy of the Note	560
- Exhibit "B": Copy of the Mortgage	563
- Exhibit "C": Assignment of the Mortgage, May 16, 2011	579
- Exhibit "D": Summons and Complaint	580
- Exhibit "E": Affidavit of Debt, including Account Statement	585
- Exhibit "F": Defendant's Answer, Affirmative Defenses, Counterclaim, and Demand for Jury Trial, incl. Memorandum of Law	589
- Exhibit "G": Defendant's letter to Korn Law Firm dated July 18, 2012 complying with Court Order, Answers to Plaintiff's Interrogatories, and Flow Charts regarding Securitization	605
- Exhibit "H": Letter to Countrywide Home Loans dated April 28, 2008	612
- Exhibit "I": Dalen letter Disputing Debt to Korn Law Firm, November 21, 2011, and Response letters from Bank of America dated December 6, 2011, and from Korn Law Firm, December 21, 2011	633

Exhibits 1 thru. 23 filed with Bank's Renewed Motion for Summary Judgment

(Memorandum) of March 21, 2016:

Exhibit 1. Copy of the Mortgage	637
Exhibit 2. Transcript of the Testimony of Zachary Chromiak (4 pages)	655
Exhibit 3. Plaintiff's Answers to Defendants' Third Set of Interrogatories	659
Exhibit 4. The Note	664
Exhibit 5. Quicken Loans Letter	668
Exhibit 6. Transcript of the Testimony of John Dalen, pages 1-3, 22-41, 43-86	
... Cover pages only. See full transcript at Exhibit 25	671
Exhibit 7. Servicing Letter, Bank of America, N.A.	676
Exhibit 8. Servicing Letter, Bank of America, N.A., Seterus	680
Exhibit 9. Assignment of Mortgage to FNMA	685
Exhibit 10. Dalen's Motion to Dismiss including Memorandum of Law	687
Exhibit 11. Dalen letter complying with Court Order, Dalen Answers to	
Plaintiff's Interrogatories, and Answers for Request for Production, and	
Securitization Flow Charts	692
Exhibit 12. Order Denying Defendant's Motion to Dismiss	704
Exhibit 13. Affidavit of Plaintiff	708
Exhibit 14. Order of June 20, 2012:	

(1) Denying Defendant's Motion for Reconsideration

(2) Ordering Plaintiff to Produce the Original Note for Viewing by the Defendant

(3) Ordering Defendant to Respond to Plaintiff's Interrogatories

and Request to Produce

711

Bank's Exhibits Continued:

Exhibit 15	Plaintiff's First Set of Requests for Admissions, the Note, Mortgage and Payment History	714
Exhibit 16	Defendant's Answers to Plaintiff's First Set of Interrogatories and Flow Charts	742
Exhibit 17	Answers to Plaintiff's First Set of Requests for Production of Documents including Securitization Flow Charts	751
Exhibit 18	Letter to Dean Hayes from John and Julie Dalen complying with Court's Order issued June 20, 2012	760
Exhibit 19	Loan / Payment History	763
Exhibit 20	Order Denying Plaintiff's Motion for Summary Judgment, July 9, 2014	785
Exhibit 21	Order Denying Defendant's Motion for Summary Judgment and Granting Plaintiff's Motion to Strike Jury Demand, February 25, 2015	787
Volume 3 of 3 starts at page 792		
Exhibit 22	Order Granting Plaintiff's Motion to Substitute Plaintiff	792
Exhibit 23	Consent Order Amending Scheduling Order, March 2, 2016	795
Exhibits 24 thru. 27 filed at Hearing before Honorable Ellis B. Drew, Jr., March 23, 2016:		
Exhibit 24	Dalens' Memorandum of Law	799
Exhibit 25	Deposition of John Dalen, full copy	806
Exhibit 26	Plaintiff's Response to Defendant's Request for Admissions	893
Exhibit 27	Deposition of Zachary Chromiak, full copy	896

Bank's Exhibits filed March 2, 2017 at Trial:

- Exhibit "1" Note dated December 20, 2007	916
- Exhibit "2" Copy of the Mortgage.....	919
- Exhibit "3" Assignment of Mortgage recorded May 16, 2011 and Assignment of Mortgage recorded April 22, 2015	935
- Exhibit "4" Loan History.....	937
- Exhibit "5" Notice of Intent to Accelerate	1,003
- Exhibit "6" Corporate Advance History, Account History	1,005
- Exhibit "7" Affidavit of Attorneys' Fees and Costs	1,068

OTHER:

BANA's Affidavit filed April 13, 2012	1,076
Amended Notice of Appeal filed April 20, 2017	1,078
Bank of America v. Grisel Reyes-Toledo, Sup. Ct. of Hawaii, SCWC-15-0000005, dated Feb. 28, 2017.....	1,079
Certification of Matter to be Included in the Record on Appeal.....	1,107

EXHIBIT “22”

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

Bank of America, N.A. successor by merger to
BAC Home Loans Servicing, L.P. f/k/a
Countrywide Home Loans Servicing, L.P.,

Plaintiff,

v.

John D. Dalen, Julie A. Dalen and Wawtockace
Hills Property Owners Association,

Defendant(s).

(515262.01894 CSG)

IN THE COURT OF COMMON PLEAS

DOCKET NO.: 2011-CP-37-1056

ORDER

FILED OCONEE, SC
BEVERLY H. WHITEFIELD
CLERK OF COURT
2015 SEP 23 A 11:34

This matter came before me at a hearing on August 26, 2015, on Plaintiff's Motion to Substitute Plaintiff; Defendants John D. Dalen and Julie A. Dalen's ("Defendants") Motion to Compel Discovery; and Defendants' Motion to Compel Mediation. Charles S. Gwynne Jr., Esquire, appeared on behalf of the Plaintiff; and William H. Sloan, Esquire appeared on behalf of the Defendants. The court makes the following ruling based on the evidence presented and the arguments of counsel.

Plaintiff's Motion to Substitute Plaintiff

Plaintiff's Motion is granted. On April 22, 2015, an Assignment of Mortgage into Federal National Mortgage Association was recorded in Book 3382 at Page 237 in the Office of the Register of Deeds for Oconee County. Federal National Mortgage Association is the real party in interest to enforce the Note and Mortgage and is the proper party Plaintiff. Substitution of parties is appropriate in accordance with Rule 25(c), SCRCF; and there is just cause for the entry of this order.



Defendants' counterclaims in this action are asserted against Bank of America, N.A. successor by merger to BAC Home Loans Servicing, L.P. f/k/a Countrywide Home Loans Servicing, L.P. ("BANA"). BANA shall remain a party in this action to defend the counterclaims.

The caption shall be amended to reflect the said substitution, with Federal National Mortgage Association listed as the plaintiff and BANA listed as the counterclaim defendant.

Defendants Motion to Compel Discovery and Defendants Motion to Compel Mediation

Defendants' Motions are denied.

IT IS SO ORDERED.



Ellis B. Drew, Jr.
Master-in-Equity for Oconee County

Sept 15, 2015
Halldor, South Carolina

FILED TO OCONEE, SC
DEVELOP II. WHITFIELD
CLERK OF COURT
2015 SEP 23 A 11:34

12710172

2 *W*

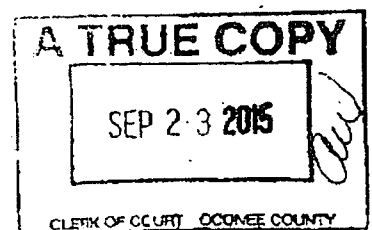


EXHIBIT "23"

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

Federal National Mortgage Association,

Plaintiff,

v.

John D. Dalen, Julie A. Dalen and Wawtackace
Hills Property Owners Association,

Defendant and Counterclaim Plaintiffs,

v.

Bank of America, N.A., successor by merger to
BAC Home Loans Servicing, L.P. f/k/a
Countrywide Home Loans Servicing, L.P.,

Counterclaim Defendant.

IN THE COURT OF COMMON PLEAS

TENTH JUDICIAL CIRCUIT

DOCKET NO.: 2011-CP-37-1056

**CONSENT ORDER AMENDING
SCHEDULING ORDER**

FILED OCONEE COUNTY, SC
BEVERLY H. WHITEFIELD
CLERK OF COURT
2016 MAR - 2 P 2:59

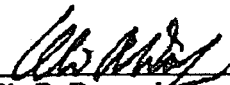
This matter is before the Court Pursuant to Counterclaim Defendant's Motion to Amend the Consent Scheduling Order. Pursuant to Rule 16 of the South Carolina Rules of Civil Procedure, the Parties offer and consent to amend the Consent Scheduling Order entered in this action on December 9, 2014, as follows:

- The deadline to file motions, except those relating to the admissibility of evidence at trial, in the Consent Scheduling Order is extended from March 16, 2015 to March 9, 2016.

This Order shall remain in full force and effect unless and until amended by further order of this Court.

IT IS SO ORDERED.

Dated: 3-1, 2016


Ellis B. Drew, Jr.
Master-in-Equity for Oconee County

[CONSENT SIGNATURES ON FOLLOWING PAGE]

74850889_3

Copies to:

Atty ☒ (P) ☐ (D)

DSS ☐ other

Mailed ☒ Boxed ☐ handed ☐



WE CONSENT:

Brian A. Calub

Brian A. Calub (S.C. Bar # 72009)
Trent M. Grissom (S.C. Bar No. 77718)
Robert A. Muckenfuss (S.C. Bar No. 13903)

McGUIREWOODS LLP

Fifth Third Center
201 N. Tryon Street (Suite 3000)
Charlotte, NC 28202
Telephone: (704) 343-2052
Facsimile: (704) 373-8935
BCalub@mcguirewoods.com
TGrissom@mcguirewoods.com

*Attorneys for Bank of America, N.A., successor by merger to
BAC Home Loans Servicing, L.P. f/k/a Countrywide Home Loans Servicing, L.P.*

William H. Sloan, Jr.

Sloan Law Firm, PA

P.O. Box 85

Summerville, SC 29484

Telephone: (843) 873-7531

Facsimile: (843) 873-7527

whs@sloanlawfirm.net

Attorney for Defendants/Counterclaim Plaintiffs

John D. Dalen and Julie A. Dalen

*Charles S. Gwynne, Jr. by Attorney Brian A. Calub
as attorney-in-writing*

Charles S. Gwynne, Jr.

Rogers Townsend & Thomas, PC

P.O. Box 100200

Columbia, SC 29202-3200

Telephone: (803) 771-7900

Facsimile: (803) 343-7017

info@rtt-law.com

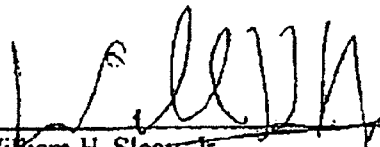
Attorneys for Federal National Mortgage Association

FILED OCONEE COUNTY, SC
BEVERLY H. WHITFIELD
CLERK OF COURT
2016 MAR -2 P 2:59

WE CONSENT:

Brian A. Calub (S.C. Bar # 72009)
Trent M. Grissom (S.C. Bar No. 77718)
Robert A. Muckenfuss (S.C. Bar No. 13903)
McGUIREWOODS LLP
Fifth Third Center
201 N. Tryon Street (Suite 3000)
Charlotte, NC 28202
Telephone: (704) 343-2052
Facsimile: (704) 373-8935
BCalub@mcguirewoods.com
TGrissom@mcguirewoods.com

*Attorneys for Bank of America, N.A., successor by merger to
BAC Home Loans Servicing, L.P. f/k/a Countrywide Home Loans Servicing, L.P.*


William H. Sloan, Jr.
Sloan Law Firm, PA
P.O. Box 85
Summerville, SC 29484
Telephone: (843) 873-7531
Facsimile: (843) 873-7527
whs@sloanlawfirm.net
*Attorney for Defendants/Counterclaim Plaintiffs
John D. Dalen and Julie A. Dalen*

Charles S. Gwynne, Jr.
Rogers Townsend & Thomas, PC
P.O. Box 100200
Columbia, SC 29202-3200
Telephone: (803) 771-7900
Facsimile: (803) 343-7017
info@rtt-law.com
Attorneys for Federal National Mortgage Association

FILED OCONEE COUNTY, SC
BEVERLY H. WHITEFIELD
CLERK OF COURT
2016 MAR -2 P 2:59

STATE OF SOUTH CAROLINA
OCONEE COUNTY

Bank of America, N.A. Successor by merger to
BAC Home Loans Servicing, L.P. f/k/a Countrywide
Home Loans Servicing, L.P.,

PLAINTIFF

Vs.

John D. Dalen, Julie A. Dalen, and Wawtockace
Hills Property Owners Association,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS
TENTH JUDICIAL CIRCUIT
CIVIL ACTION NO. 2011-CP-37-1056



2012 FEB 21 A.G. 24

MEMORANDUM OF LAW

The point at issue in this Civil Action is whether or not the Plaintiff has standing to proceed with foreclosure. The Plaintiff has the presumption of law that they do have standing yet have not offered any proof of the right of enforcement. This presumption is hereby formally rebutted. The Defendants move the Court to compel the Plaintiff to prove, verify and validate whether or not they have standing to enforce the debt. Material to the arguments of this case is the evidence contained on the original wet-ink signature Promissory Note. The original note is a critical piece of evidence that establishes the following: (1) who is the current Holder in Due Course, and (2) whether the Plaintiff is the current Holder in Due Course.

While it is true that the Defendants signed a note in 2007, that Note is likely to have been sold and assigned. Material to Defendant's argument is "Who was it sold/assigned to and is the Plaintiff the Holder in Due Course, and if not, who is?" Specifically, does the Plaintiff have the authority to enforce the negotiable instrument?

While it is not normally required of the Plaintiff to provide proof of claim in the normal conduct of a foreclosure proceeding, the Fair Debt Collections Act is enacted when the debt is in dispute and the right of enforcement is being challenged.

The authority to disclose is derived directly from the negotiable instrument's right of enforcement. As the issue at hand is the Promissory Note, which is a negotiable instrument, the matter must be governed under the UCC (Uniform Commercial Code) Article III, Sections 3101 to 3605. The Commercial Codes cited are on point and relevant to the issue at hand. The Defendants have presented crucial evidence that indicates the Plaintiff is not the rightful owner in due course. Crucial evidence consists of letters that the Court allowed to be introduced at the hearing on February 6, 2012. Copies are attached to this Motion and listed as Exhibits A, B, C, and D. The Plaintiff is attempting to collect a debt that is in dispute. We assert the following regarding **Bank of America, N.A., Successor by Merger to Countrywide Home Loan Servicing, L.P.:**

- 1) Bank of America, N.A. has no right, title or beneficial interest in the note or mortgage
- 2) Bank of America, N.A. is not the Secured Creditor, and therefore has no standing to foreclose
- 3) Bank of America, N.A. is only the Servicer
- 4) Bank of America, N.A. has falsely conveyed the Deed Assignment misrepresenting itself as the Lender/Creditor
- 5) Bank of America, N.A. has violated FDCPA 15 U.S.C. having no right, title or beneficial interest in the note or mortgage Section 1692 f(6)(A):
 - a) The FDCPA prohibits the "[t]aking or threatening to take any nonjudicial action to effect dispossession or disablement of property if . . . there is no present right to possession of the property claimed as collateral through an enforceable security interest."
 - b) The FDCPA also allows a plaintiff to recover "any actual damage sustained" as a result of a violation of the statute. 15 U.S.C. Section 1692 k(a)(1). Actual damages under the FDCPA include damages for emotional distress. Johnson v. Eaton, 880 F.3d 148, 152 (5th Cir. 1996) (noting that the FDCPA not only requires that the debt collector compensate the debtor for any monetary damages, but also for "emotional distress or other injury that the debtors can prove the debt collector caused."

Furthermore under the United States Supreme Court decision of Carpenter v. Longan, 83 U.S. 16 Wall, 271 271 (1872), the Deed of Trust follows the Promissory Note. Where the promissory note goes, the Deed of Trust must follow. Page 83 U.S. 274: The note and mortgage

are inseparable; the former as essential, the latter as an incident. **An assignment of the note carries the mortgage with it, while an assignment of the latter alone is a nullity.**

The ownership of the Deed of Trust and subsequent assignments follow the promissory note, and not an arbitrary assignment of MERS. The Massachusetts Supreme Court has ruled that before the "lender" may foreclose on a subject property, the "lender" must provide evidence of perfected chain of title in both the Deed of Trust as well as the promissory note. Blank assignments of the promissory note cannot be construed as evidence of perfected interest. Neither is possession without proper assignment. *US Bank National Association vs. Ibanez*, (SJC – 10694).

The Defendants, upon information and belief, have reason to believe the following:

- a) The mortgage note has been paid in whole or in part by one or more undisclosed party/parties who prior to or contemporaneously, with the closing of the "loan", paid the originating lender in exchange for certain unrecorded rights to the revenues arising out of the loan documents.
- b) In connection with the matters which are the subject of paragraph "a" as above, the plaintiff (foreclosing party) has no financial interest in the Note or Mortgage.
- c) The original note was destroyed or was transferred to a structured investment vehicle which may be located offshore, which also has no interest in the Note or Mortgage or revenue therefrom.
- d) The revenue stream deriving from the Note/Mortgage was eviscerated upon one or more assignments of the Note/Mortgage to third parties and parsing of obligations as part of the securitization process, some of whom are joined as co-obligators/co-obligatees, in connection with the closing.
- e) **To the extent which Plaintiff has been paid on the underlying obligation or has no legal interest therein, or in the Note or Mortgage, or does not have lawful possession of the Note or Mortgage, Plaintiff's allegations of possession and capacity to institute foreclosure constitute a fraud upon the Court. Based upon one or more of the affirmative defenses set forth above, Defendants John and Julie Dalen are entitled to a dismissal of the foreclosure claim with prejudice.**

If the lender is allowed to proceed without proof, there is a possibility another institution which may have bought our note may attempt to collect the same debt from us again. Courts across the country are becoming more sympathetic to homeowners because of the prevalence of predatory lending and servicing. They are holding the lender to the law, requiring them to produce evidence that they are the true owners of the Note.

Not only does the foreclosing party need to physically hold the note, but the note must be properly endorsed and transferred every time a mortgage is sold. A clear chain of title must be demonstrated to make the note valid. This is to protect borrowers from fraud – no one can manufacture a note, claim to be a creditor, and then take a homeowner's property. This is especially important when mortgages are securitized and bought and sold a dozen times – if there is no clear chain of title, the borrower can never be sure who is really the creditor.

Defendants move the Court to consider the following cases:

Patton v. Diemer, 35 Ohio St. 3d 68; 518 N.E.2d 941 (1988)

Lebanon Correctional Institution v. Court of Common Pleas, 35 Ohio St. 2d 176 (1973), and Wells Fargo Bank v. Byrd, 178 Ohio App. 3d 285, 2008 - Ohio - 4603, 897 N.E. 2d 722 (2008)

"A party lacks standing to invoke the jurisdiction of a court unless he has, in an individual or representative capacity, some real interest in the subject matter of the action." Furthermore the Wells Fargo case went on to hold, "If plaintiff has offered no evidence that it owned the note and mortgage when the complaint was filed, it would not be entitled to judgment as a matter of law."

Stachnik v. Winkel, 394 Mich. 375, 387; 230 N.W. 2d 529, 534 (1975) In determining whether the plaintiffs come before this Court with clean hands, the primary factor to be considered is whether the plaintiffs sought to mislead or deceive the other party, not whether that party relied upon plaintiff's misrepresentations.

LaSalle Bank v. Ahearn, 875 N.Y. S. 2d 595 (2009) Dismissed with prejudice; lack of standing.

Novastar Mortgage, Inc. v. Snyder 3:07CV480 (2008) Plaintiff has the burden of establishing its standing. It has failed to do so.

DLJ Capital, Inc. v. Parsons, Case No. 07 – MA – 17 (2008) A genuine issue of material fact existed as to whether or not appellee was the real party in interest as there was no evidence on the record of an assignment. Reversed for lack of standing.

Everhome Mortgage Company v. Rowland, No. 07AP – 615 (Ohio 2008) Mortgagee was not the real party in interest pursuant to Rule 17(a). Lack of standing.

Lambert v. Firststar Bank, 83 Ark. 259, 127 S.W. 3d 523 (2003) Complying with the Statutory Foreclosure Act does not insulate a financial institution from liability and does not prevent a party from timely asserting any claims or defenses it may have concerning a mortgage foreclosure A.C.A. § 18-50-116(d)(2) and violates honest services Title 18 Fraud. Notice to credit reporting agencies of overdue payments/foreclosure on a fraudulent debt is defamation of character and a whole separate fraud. A Court of Appeals does not consider assertions of error that are unsupported by convincing legal authority or argument, unless it is apparent without further research that the argument is well taken. FRAUD is a point well taken!

Lambert Supra.

Anheuser-Busch Brewing Company v. Emma Mason, 44 Minn. 318, 46 N.W. 558 (1890)

No lawful consideration tendered by Original Lender and/or Subsequent Mortgage and/or Servicing Company to support the alleged debt. "A lawful consideration must exist and be tendered to support the Note" and demand under TILA full disclosure of any such consideration.

National Bank Act, Sect. 28 & 56

National Bank of Commerce v. Atkinson, 8 Kan. App. 30, 54 P. 8 (1898) National Banks and/or subsidiary Mortgage companies cannot retain the note, "Among the assets of the state bank were two notes, secured by mortgage, which could not be transferred to the new bank as assets under the National Banking Laws."

WHEREFORE Defendants respectfully request an order dismissing plaintiff's complaint with prejudice as a matter of law.

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

IN THE COURT OF COMMON PLEAS

FILE NO: 2011-CP-37-1056

CERTIFICATE OF SERVICE

F11-040

FWM

01 02

Contest

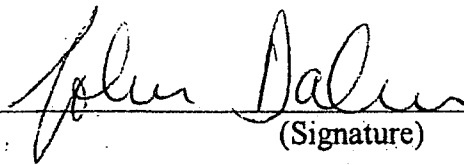
I certify that, on this date, I served a copy of the Defendants' Answers, Affirmative Defenses, Counterclaim and Demand for Jury Trial in this action, dated February 21, 2012, on Plaintiff's Attorneys, Korn Law Firm by

- ☐ delivering it to him/her personally; or,
- ☒ mailing it to him/her, at his/her last known address, by depositing it in the U.S. Mail, in an envelope with sufficient postage affixed, addressed as follows:

Korn Law Firm, 1300 Pickens Street, P.O. Box 12369, Columbia, SC 29211-2369; or

- ☐ Other:
[See Rule 5(b)(1), SCRPC]

February 21, 2012
(Date)


(Signature)

2012 FEB 21 A 9:24

STATE OF SOUTH CAROLINA
OCONEE COUNTY

Bank of America, N.A. Successor by merger to
BAC Home Loans Servicing, L.P. f/k/a Countrywide
Home Loans Servicing, L.P.,

PLAINTIFF

Vs.

John D. Dalen, Julie A. Dalen, and Wawtockace
Hills Property Owners Association,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS
TENTH JUDICIAL CIRCUIT
CIVIL ACTION NO. 2011-CP-37-1056

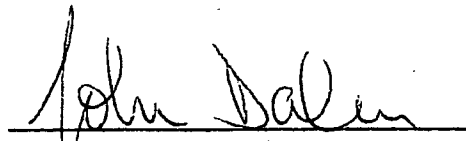
VERIFICATION

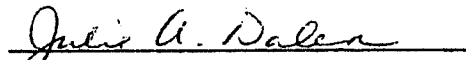
2012 FEB 21 4 09 PM
CLERK OF COURT
JUDICIAL CIRCUIT 10
COLUMBIA, SC

VERIFICATION

The foregoing statements are true and correct to the best of my knowledge and belief.

DATED this 21st day of February, 2012


John D. Dalen, Defendant


Julie A. Dalen, Defendant

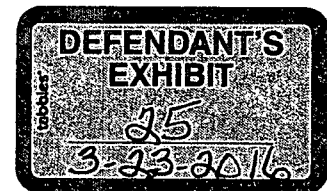
109 Wood Valley Drive,
Westminster, SC 29693

864 647 4705

REVISED EXHIBIT 16 TO
COUNTER DEFENDANT'S MEMORANDUM
SUPPORTING MOTION FOR SUMMARY
JUDGMENT -

Transcript of the Testimony of **JOHN D. DALEN**

Date: September 12, 2014



CREEL COURT REPORTING, INC.
Condensed Transcript and Word Index

1230 Richland Street
Columbia, SC 29201
Phone: (803) 252-3445 / (800) 822-0896
Fax: (803) 799-5668
Email: contact@creelreporting.com
Internet: www.creelreporting.com

Page 1

STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
)
COUNTY OF OCONEE) C/A #: 2011-CP-37-1056

Bank of America, N.A., Successor)
by merger to BAC Home Loans)
Servicing, L.P.,)

Plaintiff,)

v.)

John D. Dalen, Julie A. Dalen,)
and Wawtackace Hills Property)
Owners Association,)

Defendants.)

DEPOSITION OF

JOHN D. DALEN

Friday, September 12, 2014

1:11 p.m. - 3:01 p.m.

The deposition of JOHN D. DALEN, taken on behalf of the Plaintiff at the Korn Law Firm, P.A., 1300 Pickens Street, Columbia, South Carolina, on the 12th day of September, 2014 before M. Sean Cary, Court Reporter and Notary Public in and for the State of South Carolina, pursuant to Notice of Deposition and/or agreement of counsel.

APPEARANCES

- 1.
- 2 Dean A. Hayes, Esquire
KORN LAW FIRM, P.A.
- 3 1300 Pickens Street
Columbia, South Carolina 29201
- 4 Attorney for the Plaintiff
- 5 William H. Sloan, Esquire
SLOAN LAW FIRM, P.A.
- 6 1055 North Main Street, Suite F
Summerville, South Carolina 29483
- 7 Attorney for the Defendants
- 8 Also Present:
Bob Jackman, Law Clerk for Dean A. Hayes
- 9 Spencer Reed, Attorney with William H. Sloan
- 10 Julie A. Dalen, Defendant
- 11 Zachary Chromiak, Associate Vice-President; Mortgage
Resolution Associate with Bank of America

INDEX

	PAGE
12 MR. DALEN:	
13 MR. HAYES. EXAMINATION.	4
14 MR. SLOAN. EXAMINATION.	75
15 MR. HAYES. RE-EXAMINATION.	78
16 Signature.	87
17 Certificate	88

EXHIBITS

16 Plaintiff's Exhibit Number One	5
17 (Copy of the original Note)	
18 Plaintiff's Exhibit Number Two	5
19 (Copy of the Mortgage)	
20 Plaintiff's Exhibit Number Three	7
21 (Payment history from Bank of America)	
22 Plaintiff's Exhibit Number Four.	14
23 (Letter from Bank of America dtd 12/6/11)	
24 Plaintiff's Exhibit Number Five.	16
25 (Bank of America letter in response to FD CPA request)	
26 Plaintiff's Exhibit Number Six	18
27 (Letter from Countrywide with statement date of 3/31/08)	
28 Plaintiff's Exhibit Number Seven	19
29 (Letter from Quicken Loans transferring service)	

1	Plaintiff's Exhibit Number Eight	23
2	(Letter from Bank of America dtd 8/18/11)	
3	Plaintiff's Exhibit Number Nine.	32
4	(Letter from Bank of America dtd 2/22/11)	
5	Plaintiff's Exhibit Number Ten	38
6	(Fannie Mae loan lookup)	
7	Plaintiff's Exhibit Number Eleven.	46
8	(Defendant's Counterclaim)	
9	Plaintiff's Exhibit Number Twelve.	64
10	(Copy of Justice Swayne's opinion in the	
11	Carpenter v. Longan Supreme Court case)	

STIPULATIONS

16 It is stipulated and agreed that this
 17 deposition is being taken pursuant to the South
 18 Carolina Rules of Civil Procedure.

20 It is stipulated by and between counsel and the
 21 witness that the reading and signing of the following
 22 deposition be, and the same are, hereby not waived.
 23 Signature sheet is attached at page 87.

1 JOHN D. DALEN, having been duly sworn, deposes and
2 testifies as follows:

3 MR. DALEN - EXAMINATION BY MR. HAYES:

4 Q: Mr. Dalen, would you state your full name for
5 the record, please?

6 A: It's Dennis John Dalen ---

7 Q: Dennis John Dalen.

8 A: --- but I go by John.

9 Q: D-E-N-N-I-S?

10 A: I-S.

11 Q: Okay. Mr. Dalen, have you ever had your
12 deposition taken before?

13 A: No, I haven't.

14 Q: Okay. Are you under the influence of drugs or
15 alcohol?

16 A: I'm not.

17 Q: Okay. If I say anything that you do not
18 understand, please ask me to repeat it or
19 rephrase it in a manner so that you do
20 understand it. Don't answer it if you don't
21 understand it, okay?

22 A: Right. Yes.

23 Q: Okay. That's it. All right. Mr. Dalen, we
24 have previously shown you this document, a copy
25 of which, and I'll hand you a copy and let you

Page 5

1 compare the copy with me, the original.

2 A: Okay. Looks the same.

3 Q: I just wondered, can you identify the document,
4 Mr. Dalen?

5 A: It's the Mortgage Note.

6 Q: Okay. So you agree this is a copy of the
7 original note that you have before you right
8 now and I'm going to submit this as Plaintiff's
9 Exhibit One.

10 (Plaintiff's Exhibit Number One was marked for
11 identification purposes.)

12 A: Okay.

13 Q: If you look on the third page of that note, Mr.
14 Dalen, is that your signature on that note?

15 A: Yes, it is.

16 Q: And to the right of your signature, is the date
17 12/20/2007, correct?

18 A: Correct.

19 Q: Okay.

20 (Plaintiff's Exhibit Number Two was marked for
21 identification purposes.)

22 Q: Mr. Dalen, I'm showing you what's been marked
23 as Plaintiff's Exhibit Number Two. Can you
24 identify this document? This is a copy, not
25 the original.

1 A: Okay, well, it appears to be an accurate copy.

2 Q: Okay. An accurate copy. Is this an accurate
3 copy of a mortgage that you signed?

4 A: Yeah, as I say, it appears to be an accurate
5 copy.

6 Q: Okay. And to the best of your knowledge, did
7 your wife Julie A. Dalen also sign this
8 mortgage?

9 A: She signed the mortgage, yes.

10 Q: Okay. And you signed this mortgage on December
11 20th, 2007, correct?

12 A: Yes.

13 Q: Okay. And the mortgage secures -- we do not
14 have an exh- -- yes we do. The mortgage
15 secures your property -- what's the street
16 address? Do you live in West Lake Estates?

17 A: Yes.

18 Q: Is this mortgage a lien on the property in
19 which you reside in West Lake Estates?

20 A: I believe so, yes.

21 Q: Okay. All right.

22 MR. SLOAN: I was going to give you the ---

23 MR. HAYES: Street address?

24 MR. SLOAN: --- property address.

25 MR. HAYES: Okay. Thank you.

1 Q: It's 109 Wood Valley Drive is the street
2 address, Westminster, South Carolina 29693. Is
3 that correct?

4 A: Correct.

5 Q: So that is your residence, 109 Wood Valley
6 Drive in Westminster?

7 A: Correct.

8 Q: And the mortgage that was introduced as
9 Plaintiff's Exhibit Number Two is a lien on
10 that property at 109 Wood Valley Drive,
11 correct?

12 A: Correct.

13 Q: Okay.

14 (Plaintiff's Exhibit Number Three was marked for
15 identification purposes.)

16 Q: Mr. Dalen, I've handed to you what's been
17 marked as Plaintiff's Exhibit Number Three.

18 A: Uh-huh (affirmative response).

19 Q: This is a payment history from Bank of America.
20 I think you've -- we've previously sent a copy
21 of this payment history to you and asked you to
22 admit or deny, and I think the court required
23 you to admit or deny, that the payment history
24 was correct. And I think you admitted that the
25 payment history was correct, is that --

1 A: Yeah, it seems to be.

2 Q: Okay. So the payment history on Plaintiff's
3 Exhibit Number Three is correct?

4 A: Yeah.

5 Q: Okay. Thank you. Mr. Dalen, why did you --
6 what caused the default in this case? The
7 default on the payments in this note?

8 A: A collapse of the economy in 2008.

9 Q: Did you have a business or some- ---

10 A: I was in const- -- I still am in construction.
11 The construction business got hit particularly
12 hard in 2008. And I've been doing this for 30
13 years, never have I had -- well, I mean we've
14 always had ups and downs. Never have I had the
15 phone stop ringing completely for quite a long
16 time.

17 Q: You're not the only -- I mean ---

18 A: It was pretty bad.

19 Q: Closing attorneys, there were a lot of closing
20 that -- we've foreclosed on a lot of closing
21 attorneys since 2008. More attorneys in the
22 last six years than in the previous fifteen
23 I've been practicing. It's unfortunate.

24 A: Yeah.

25 Q: Okay. So the economy collapsed, your

1 construction business went downhill?

2 A: Went down with it, yeah.

3 Q: Okay. One other thing I forgot to say. If one
4 of us is talking, and you haven't done it ---

5 A: I'm sorry. I have a bad habit of that.

6 Q: Okay. If one of us is talking, we can't talk
7 over each other because the court reporter
8 needs to get it.

9 A: Okay.

10 Q: Did you contact Bank of America and try to work
11 something out as far as a loan modification or
12 ---

13 A: Well actually, we went to the Bank of America
14 branch in Seneca before we stopped making
15 payments on the account to see if we could get
16 something worked out, before we had a problem,
17 because I could see it was coming. We had been
18 living on savings, basically we didn't think we
19 were going to be able to continue the way we
20 were going. So we tried and they told us, the
21 loan officer at Bank of America told us, that
22 we had to be two months behind in payments
23 before they could even talk to us. We were
24 like well how does that help. You say you want
25 to help us, but you're going to wait until I

1 get behind before you help me? So that's the
2 way that went.

3 Q: Okay. Did you deliberately stop making
4 payments or did you just not have any money to
5 ---

6 A: We just ran out of money.

7 Q: Okay.

8 A: We were at the bottom of our savings. That was
9 two years after the collapse. So we struggled
10 on for two years with very little income and
11 managed to make our payments.

12 Q: You made the payment as long as you could and
13 then --

14 A: As long as we could, yeah.

15 Q: Okay. How's the construction business now? Is
16 it better?

17 A: It's picked up, but I'm not able to make the
18 same money that I was making before. So I'm
19 probably making half of what I was making at
20 the time we took out this mortgage.

21 Q: Does Ms. Dalen work?

22 A: No, she's always been stay-at-home,
23 homeschooling our son.

24 Q: Okay. My wife did that for several years with
25 my kids too. Now she's back practicing law.

1 I think she would rather practice law than
2 homeschool the kids.

3 A: Probably easier.

4 Q: What amount do you think you could afford right
5 now as far as the monthly payment on the
6 mortgage?

7 A: Well, I offered Bank of America 500 a month.
8 I said if we can refinance to that point, we
9 could be okay. That was even back then before
10 we got foreclosed on. I sent them a letter, I
11 offered them 500 a month. I even sent them a
12 payment, good faith payment, and they just
13 wouldn't accept it. They actually accepted the
14 payment but said they wouldn't accept any
15 future payments unless they were full payments.

16 Q: Right.

17 A: They wouldn't accept partial payments.

18 Q: Did you try loan modification?

19 A: We tried three times. We went two times to
20 Atlanta and once in Charlotte, and each time --
21 the first time they lost the documents. They
22 said well, whatever documents you submitted, we
23 don't have them. So we had to resubmit them
24 again. We went to a second event in Atlanta
25 and then we went to one in Charlotte. Each

1 time, there wasn't enough documents or we were
2 missing something or we had to do this or we
3 had to do that first, and we were just never
4 able to get an answer either yes or no on a
5 modification. And the next thing we knew we're
6 filed for foreclosure, so that kind of ended
7 that right there.

8 Q: Did you try to seek anything from SCHelp?

9 A: I didn't know about that at the time, but I did
10 talk to somebody on the hope line and we filled
11 out an application with them and that was
12 supposed to go to Bank of America, and that
13 didn't pan out either.

14 Q: The hope line, what is that?

15 A: I don't know who runs it. I think it was just
16 an 800 number with hope at the end, H-O-P-E.

17 Q: Hold on. I think you're attorney ---

18 MR. SLOAN: I know what he's talking about. I've
19 seen billboards for it on the interstate, but
20 I'm not sure.

21 A: I don't know if it's federal or it may be --

22 MR. SLOAN: I think it's making home affordable.

23 A: Yeah, that's it.

24 Q: Making homes affordable program.

25 A: Yes.

1 MR. SLOAN: I think that's ---

2 A: I think so.

3 MR. SLOANE: I can't speak for Mr. Dalen but ---

4 A: It was something like that.

5 Q: It's a government run program, regardless,
6 correct?

7 A: Right.

8 Q: Okay. All right. And you said the hope line,
9 you contacted the hope line. You saw a
10 billboard or something and you ---

11 A: Or internet something. We were searching for
12 a way out of this crisis.

13 Q: And you contacted them. Do you know if they
14 contacted Bank of America?

15 A: I believe that was my understanding that they
16 would forward it to Bank of America and someone
17 from Bank of America would get back to us.
18 That was my understanding.

19 Q: Do you know for sure if they forwarded it to
20 Bank of America?

21 A: I -- I'd have to go back through my files and
22 see if there's anything. I don't know offhand.

23 Q: Okay. Let's go back to what you submitted to
24 Bank of America for a loan modification. Did
25 you ever receive a response to your application

1 for a loan modification?

2 A: No, what I would have to do is I'd wait and I
3 didn't hear anything back so I'd call. And
4 sometimes they would say well, they are still
5 working on it or they would say oh well, we
6 don't have enough documents. And I would say
7 well, what do you need? They would send me
8 something that would ask for more documents.
9 And I would try and comply with that. I would
10 send them more documents.

11 Q: To the best of your knowledge, did you ever
12 receive a response from them that said you have
13 not been approved for a loan modification?

14 A: To the best of my knowledge, no.

15 Q: Okay.

16 (Plaintiff's Exhibit Number Four was marked for
17 identification purposes.)

18 Q: Mr. Dalen, you've been handed ---

19 A: Okay.

20 Q: --- what's been identified as Plaintiff's
21 Exhibit Number Four. It's a letter dated
22 December the 6th, 2011. I believe this is a
23 letter that we received from you through
24 discovery. Can you identify this letter?

25 A: It's probably one of several that I sent to

1 Bank of America. Yeah, qualified written
2 request, I sent that. A whole list of
3 questions. Qualified written request. And
4 this is one of them.

5 Q: So the letter marked as Plaintiff's Exhibit
6 Number Four is a letter provided by Bank of
7 America in response to your qualified written
8 request, correct?

9 A: Right.

10 Q: Okay. What were you trying to find out from
11 the qualified written request? Were you trying
12 to find out who owned the loan or ---

13 A: Exactly. See, what happened was went down to
14 the first loan modification and we filled out
15 stuff with Bank of America. And the second --
16 I believe the second one we went down to
17 Atlanta also and we were told we could fill out
18 one with Fannie Mae. I said well, why would we
19 fill out one with Fannie Mae if Bank of America
20 holds our Mortgage? So yeah, we were confused.

21 Q: Okay.

22 A: Real confused about it.

23 Q: Have you heard of Fannie Mae and Freddie Mac?

24 A: Yeah, I did, but I didn't know they had any
25 association with our paperwork.

1 Q: Okay.

2 A: I never heard them connected to that until that
3 time.

4 Q: Okay. All right.

5 (Plaintiff's Exhibit Number Five was marked for
6 identification purposes.)

7 Q: Mr. Dalen, I am handing you what has been
8 marked as Plaintiff's Exhibit Number Five.
9 This appears to be a letter from Bank of
10 America. Is this letter something that you
11 received in response to your qualified written
12 request as well?

13 A: It may be. I don't recall. I made a lot of
14 requests to Bank of America, so I don't know if
15 that was actually included in that, but it may
16 have been.

17 Q: But if it wasn't technically a qualified
18 written request, would you agree that this
19 letter that is marked as Plaintiff's Exhibit
20 Number Five was a letter that Bank of America
21 sent in response to a request or a letter from
22 you?

23 A: Right. Yes.

24 Q: Okay.

25 MR. SLOAN: Can you get me copies of Four and Five?

1 MR. HAYES: Sure.

2 MR. SLOAN: I'm sorry, but that one too. Sorry
3 about that.

4 MR. HAYES: I should have handed you -- I didn't
5 even think about it.

6 A: Can I just add a comment to that?

7 Q: Sure.

8 A: I think it may have been their response to a
9 letter I sent to them requesting verification
10 of that, under the Fair Debt Collection
11 Practices Act.

12 Q: So FDCPA request?

13 A: Yeah, I sent them a letter and I believe that's
14 what I got back.

15 Q: Okay. That's fine. That was still a request
16 so your first answer is correct. How many
17 times do you think you've think you
18 communicated with them and how many requests do
19 you think you've sent them?

20 A: A lot, yeah. Since before the foreclosure
21 started. We were trying to keep in touch and
22 find out what was going on.

23 Q: What's the -- were these things you had looked
24 at on the internet and found ---

25 A: Well, yeah. I started studying the law on

1 foreclosures, yeah. So I wanted to know what
2 was going on. We were trying to stop it from
3 happening.

4 Q: I understand.

5 A: Okay.

6 (Plaintiff's Exhibit Number Six was marked for
7 identification purposes.)

8 Q: Mr. Dalen, you've been handed what is
9 identified -- or marked as Plaintiff's Exhibit
10 Number Six. Do you remember receiving this
11 letter?

12 A: Yeah, this was before Bank of America took over
13 Countrywide, I guess. Right? It looks like
14 it. Welcome to Countrywide. This must be one
15 of the first bills that we got when Quicken
16 turned it over to Countrywide.

17 Q: So let's start with that. The original Note
18 was given to Quicken Loans Incorporated, right?

19 A: Exactly.

20 Q: And did Quicken send you anything that said
21 servicing of this loan has been transferred to
22 Countrywide?

23 A: Yeah, they did.

24 Q: Okay. So you made -- you signed the Note and
25 Mortgage, you made your payments to Quicken.

1 Quicken assigns the Note and Mortgage to
2 Countrywide and you receive a letter from
3 Quicken saying we no longer service your loan,
4 please make your payments to Countrywide,
5 correct?

6 A: Yeah.

7 Q: And you also received a letter from Countrywide
8 saying we now -- we're the new servicer of your
9 loan, correct?

10 A: Right. So my understanding was that Quicken
11 still owned the loan. They were servicing the
12 loan. That was my understanding. I didn't
13 have a problem with that. But I thought I had
14 a loan with Quicken and I thought they were
15 just servicing Quickens loan. That's what the
16 notice said.

17 Q: So you thought that ---

18 A: I did not know the Note had been -- I'm sorry,
19 I did it again.

20 Q: It just makes it really tough on the court
21 reporter when we ---

22 A: I'm sorry.

23 Q: --- talk over each other. So you thought that
24 Quicken -- excuse me.

25 (Plaintiff's Exhibit Number Seven was marked for

1 identification purposes.)

2 Q: Mr. Dalen, I'm handing you what has been marked
3 as Plaintiff's Exhibit Number Seven. Do you
4 remember receiving this letter?

5 A: Yes.

6 Q: Okay. So this is a letter that Quicken Loans
7 sent to you when they said that they were no
8 longer going to be servicing the loan, correct?

9 A: Correct.

10 Q: Okay. All right.

11 A: So it basically says what I thought it said.
12 The transfer of servicing rights. Country Home
13 Loans is our partner who will process your
14 Mortgage payments. It doesn't say that I owe
15 Countrywide now, and it says Quicken is always
16 here for you.

17 Q: Okay.

18 A: I just assumed we were still with Quicken.

19 Q: Let's just read the top of page two. Would you
20 read that please?

21 A: Okay. "Effective January" 8th, "2008" or
22 "January 9th, you will begin making your
23 monthly Mortgage payments to Countrywide Home
24 Loans, Incorporated. This is known as the
25 transfer of servicing of your loan." That's

1 what I believed. "The last day Quicken Loans
2 will accept payments is January 8th, 2008.
3 After that date, please send your mortgage
4 payments to Countrywide."

5 Q: Okay.

6 A: Okay.

7 Q: So, this says that servicing had been
8 transferred to Countrywide, please make your
9 mortgage payments to Countrywide, correct?

10 A: Right.

11 Q: Okay.. All right. And so you made the payments
12 to Countrywide for -- let's see. How many
13 months did you make the payments to
14 Countrywide?

15 A: Off the top of my head I don't know exactly,
16 but.

17 Q: 2011, sometime in 2011?

18 A: I don't remember.

19 Q: The payment history says that the last monthly
20 payment was made on August the 12th, 2011, and
21 you agreed that the payment history was
22 correct?

23 A: I believe that payment was going to Bank of
24 America by then.

25 Q: Okay.

1 A: I believe it was servicing rights, again, we're
2 transferred.

3 Q: Okay.

4 A: Due to the bankruptcy, I guess.

5 Q: Okay. Let's start with the Countrywide Home
6 Loans. You're aware that Countrywide Home
7 Loans was bought by Bank of America and was
8 renamed to BAC Home Loan Servicing, LLC;
9 correct?

10 A: That Countrywide was renamed?

11 Q: Yes.

12 A: Okay. I didn't know that, but I knew that we
13 were now paying BAC.

14 Q: Okay. So, you know ---

15 A: I thought Countrywide was just gone.

16 Q: Okay. Would you dispute that Countrywide Home
17 Loans was bought by Bank of America, renamed to
18 BAC Home Loan Servicing, LLC?

19 A: No. I wouldn't dispute it, no.

20 Q: Okay. And then BAC Home Loan Servicing LLC
21 later merged into Bank of America?

22 A: Okay. That's what they told me.

23 Q: Okay. Do you dispute it?

24 A: No, I don't dispute it.

25 Q: Okay. So, you agree that Bank of America was

1 servicing your loan at the time, either BAC
2 Home Loan Servicing LLC or Bank of America N.A.
3 was servicing your loan at the time you went
4 into default?

5 A: At the time we stopped making payments on the
6 account.

7 Q: Right.

8 A: Yeah.

9 Q: At the time you stopped making payments -- you
10 said you couldn't make any -- you made the
11 payments until you couldn't make any more and
12 then you stopped, and at that point Bank of
13 America or BAC Home Loan Servicing ---

14 A: Was the servicer at that time, yes.

15 Q: Okay.

16 (Plaintiff's Exhibit Number Eight was marked for
17 identification purposes.)

18 Q: Mr. Dalen, I'm handing you a two page document
19 which has been marked as Plaintiff's Exhibit
20 Number Eight. Can you identify this document?

21 A: Yeah, this may have been the qualified written
22 request that -- like I said, I sent several
23 letters. So I'm not sure which one this is a
24 response to but, yeah. I was concerned about
25 who owns my loan at that point.

1 Q: What does -- does this tell you who owns the
2 loan?

3 A: Yeah, it says the owner of this loan is Fannie
4 Mae.

5 Q: Okay. And does this tell you who services the
6 loan?

7 A: I don't see that. Do you see it in there?
8 Bank of America services the loan.

9 Q: So, let's -- if you would read the first
10 sentence of the page two, please.

11 A: "The owner of this loan is Fannie Mae, whose
12 address is 13150 World Gate Drive, Herndon,
13 Virginia, 20170. Bank of America services the
14 loan on behalf of the owner."

15 Q: Okay. So the owner -- this letter was written
16 in response to one of your requests, whether it
17 was qualified or whatever, it was written in
18 response to one of your requests, correct?

19 A: Correct.

20 Q: And this letter is dated August the 18th, 2011,
21 correct?

22 A: Right. Which we were already in foreclosure
23 then, I believe. Maybe not. Maybe it started
24 in October. That's right.

25 Q: Okay. I think the last payment was made, at

1 least the last payment was applied, I think we
2 said in August of 2011 from the payment
3 history, a couple of minutes ago. In any
4 event, this letter was written in response to
5 your request?

6 A: Right.

7 Q: And this letter told you that Fannie Mae owned
8 the loan, that Bank of America serviced the
9 loan on behalf of the owner, Fannie Mae,
10 correct?

11 A: Correct.

12 Q: Okay. Did you have any questions about that at
13 the time, as to what the identity of the owner
14 or of the servicer?

15 A: I'm not ---

16 Q: Well, you said you thought Quicken owned the
17 loan.

18 A: Right.

19 Q: Okay. When Countrywide started servicing the
20 loan, did you know anything about who owned the
21 loan?

22 A: At that point, I thought Quicken still owned
23 it.

24 Q: So you thought Quicken still owned the loan?

25 A: Right.

1 Q: Do you still think Quicken owns the loan?

2 A: No, I don't.

3 Q: Okay. Who do you think owns the loan now?

4 A: I think a bunch of investors own the loan.

5 When the Mortgage was securitized and it was
6 sold to investors, those are the real owners,
7 and I know that to be true.

8 Q: Do you have evidence that this loan was
9 securitized?

10 A: Well, you admitted it in one of my discovery
11 requests. First, you denied it and the second
12 time you admitted it.

13 Q: So, which -- so you don't know who owns the
14 loan, you said?

15 A: No, I really don't know. I believe that a
16 bunch of different shareholders each own a
17 piece of the loan. That's what happens when a
18 loan is securitized, it's sold to investors.

19 Q: But isn't there one entity -- like if you're a
20 shareholder in a company, the company is the
21 owner, but you have shares in the owner.

22 A: Well, for tax purposes, Fannie Mae can't own
23 the loan or they'd have to pay taxes on it. So
24 they securitize it and they distribute it
25 among, what they call, beneficiaries. And all

1 of this can be found in the pooling and
2 servicing agreement. It explains that Fannie
3 Mae has sold shares of the Mortgage or the Note
4 to investors. So they are the real owners.
5 They're the ones that pay the taxes on it.

6 Q: So that's -- so you think that Fannie Mae does
7 not own the loan?

8 A: In my opinion, yeah.

9 Q: Okay.

10 A: They sold it.

11 Q: Do you dispute that Bank of America services
12 the loan?

13 A: No, I believe they do.

14 Q: Okay. So you admit that Bank of America
15 services this loan?

16 A: Correct.

17 Q: Okay. And that Bank of America has the
18 original Note in its possession?

19 A: They apparently do, yeah.

20 Q: Okay. Were you able to find out who you
21 believe owns the original -- owns the loan?

22 A: You mean the investors?

23 Q: Yes.

24 A: I don't know who the investors are, no, and no
25 one's going to tell me that.

1 Q: Okay.

2 A: I have tried to find that out. It's -- you
3 know, the pooling and servicing agreement is
4 missing a critical part in there in that who --
5 how many Mortgages are in that pool and who
6 they were sold to. That's not there.

7 Q: Okay. So who do you believe has the authority
8 to enforce the Note and the Mortgage?

9 A: I don't know. We're trying to find that out.
10 That's why we're in court.

11 Q: What evidence do you need to find that out?

12 A: Well, how many loans were in the pool, in the
13 pooling and servicing agreement; and who they
14 were sold to; and whether those people got
15 reimbursed for any losses.

16 Q: Why would reimbursement for any losses make any
17 difference as far as what you owe on the Note
18 and the ability of the holder of the Note to
19 enforce the Note?

20 A: Well, I don't know the answer to that. I just
21 don't know the answer to that

22 Q: I mean, you admit you signed the Note and
23 Mortgage or -- yeah. You signed the Note and
24 Mortgage and your wife signed the Mortgage
25 only.

1 A: Right.

2 Q: You admit you didn't make the payments. You
3 admit that Bank of America services the loan.
4 You admit that Bank of America has the original
5 Note, endorsed in blank.

6 A: Right.

7 Q: But yet, you say you're not sure who the
8 original -- or who the owner is at this time.

9 A: Yeah, it's kind of confusing, isn't it? How
10 come Bank of America has the Note if Fannie Mae
11 owns it? What's -- and why isn't Fannie Mae
12 trying to collect on the Note?

13 Q: You've done ---

14 A: So, I need to know who owns it.

15 Q: You've done research on the internet, correct?

16 A: Yeah.

17 Q: Okay. Do you know what a servicer does? A
18 servicer of a loan?

19 A: Yeah, collects the payments. Passes it on to
20 the owner.

21 Q: Okay.

22 A: All right.

23 Q: Collects the payments.

24 A: I mean, to the best of my knowledge.

25 Q: Remember, let's not talk over each other.

1 A: All right.

2 Q: Would you agree that the servicer is
3 responsible for, the servicer of a loan, is
4 responsible for collecting the payments,
5 contacting you if you don't make the payments,
6 collecting and distributing the escrow if it's
7 an escrowed account, and paying the hazard
8 insurance? Would you agree that servicers do
9 that?

10 A: Sure.

11 Q: Okay. All right. Was yours an escrowed loan?

12 A: Yeah.

13 Q: Okay. Have you been making the hazard
14 insurance payments or the tax payment -- the
15 county taxes payment?

16 A: Those were all in the escrow, yeah.

17 Q: But since the time of the default, have you
18 paid any county tax payments or made any
19 payments to hazard insurance carrier?

20 A: We made a payment to our homeowner's insurance
21 and it was refunded to us. They said Bank of
22 America paid it. The same thing with the
23 taxes. We went down to pay our taxes, they
24 said oh, your taxes are already paid. So, at
25 that point I don't know what I'm supposed to

1 do.

2 Q: First of all, how many times have you tried to
3 go down and pay the taxes?

4 A: I believe it's been twice.

5 Q: Twice. Do you remember what year that was?

6 A: The last two years, I think.

7 Q: 2013 and 2014?

8 A: Yeah -- no, not 2014. 2012 and '13.

9 Q: Okay. So 2012, in the latter part of 2012 and
10 the latter part of 2013 you have gone to the
11 county tax office and tried to make the tax
12 payment?

13 A: Tax payment, yes.

14 Q: Okay. And they've told you that Bank of
15 America has already paid ---

16 A: It's already been paid.

17 Q: Okay. But as far as the hazard insurance, how
18 many times have you tried to pay it?

19 A: Same thing. We call them up and they say it's
20 already been paid.

21 Q: Who's your insurance carrier?

22 A: Allstate.

23 Q: Allstate, okay. Do you know the name of your
24 representative at Allstate?

25 A: Joel Rice.

1 Q: R-I-C-E?

2 A: R-I-C-E.

3 Q: Okay.

4 (Plaintiff's Exhibit Number Nine was marked for
5 identification purposes.)

6 Q: Mr. Dalen, I'm handing you what has been marked
7 as Plaintiff's Exhibit Number Nine. Can you
8 identify this document?

9 A: Yeah. I guess it's a letter we received after
10 we started talking about modification. I don't
11 know if it came before the first time we went
12 or after the first time.

13 Q: Okay.

14 A: I believe it came before. We had called and
15 talked about loan modifications.

16 Q: Before you went into default you said?

17 A: No. Before we went to the modification thing
18 in Atlanta. Before we submitted any
19 applications or documents. This was from a
20 phone request, I think.

21 Q: Okay. So to your knowledge, you called in to
22 Bank of America and said I'm running out of
23 money, I need a loan modification, can you send
24 me anything on the home affordable modification
25 program?

1 A: Something like that, yeah.

2 Q: All right. And in response to that phone
3 request, you received this letter that tells
4 you it's not eligible for the federal
5 government's home affordable modification
6 program but it does say your loan may be
7 eligible for a loan modification offered by
8 Fannie Mae.

9 A: Right.

10 Q: Okay. Did you try any of those loan
11 modification programs that were offered by
12 Fannie Mae?

13 A: Well yeah, like I told you, we went down to one
14 of the events in Atlanta and we signed with
15 Fannie Mae instead of Bank of America. That
16 was the second time.

17 Q: Okay. I think you said one of the times it was
18 Bank of America, one of the times you said it
19 was Fannie Mae, is that correct?

20 A: Right.

21 Q: Okay. Do you have any questions about the
22 amount o money you owe? I think we've given
23 you the principal and the interest. Would you
24 agree that the -- and I think you admitted the
25 payment history. Would you agree the present

1 amount due is \$114,875.72?

2 A: No. I don't agree with that.

3 Q: Okay.

4 A: Because I don't know how much I owe on it now.

5 Q: How much do you owe?

6 A: I don't know. Don't know.

7 Q: Well, do you dispute that the principal balance
8 due is 114,875.72?

9 A: Well, I don't know. In my opinion, I think the
10 Note has been paid several times over.

11 Q: Okay. Explain that.

12 A: Well, Bank of America got money from credit
13 default swaps, which is basically kind of like
14 an insurance. If a Mortgage goes bad, they get
15 paid through companies like AIG. AIG got into
16 trouble because they wrote so many of those and
17 so many of them went bad, they couldn't pay.
18 They couldn't pay up. They had to be bailed
19 out. The banks that insured their Notes
20 through AIG got paid. That's why they had to
21 bail AIG out, so that AIG could pay all their
22 obligations on these credit default swaps. So
23 Bank of America got money that way. They also
24 got money through tax write-offs when a
25 Mortgage is not paid.

1 Q: But you admit that you have not made ---

2 A: Well ---

3 Q: You admit that -- excuse me. You admit that
4 the payments set forth on the payment history
5 show every single payment you have made on the
6 loan, correct?

7 A: Right. On the account, yes.

8 Q: Okay. So you have not paid off the amount due
9 on the loan, correct?

10 A: Right.

11 Q: And neither has your -- Julie Dalen, your wife,
12 neither has she paid off the loan, correct?

13 A: Correct.

14 Q: Okay. Explain credit default swaps.

15 A: That's a complicated thing. Most people don't
16 understand it. I don't even understand it.
17 You know, it's like derivatives. These are
18 things that financial institutions made up and
19 came up with ways to squeeze more money out of
20 every stock or option or whatever they have.
21 I don't really know how it works, but I know
22 that if I had known that this was coming, I
23 could have bought -- I could have bought these
24 credit default swaps and got paid for every
25 Mortgage that I signed one of these things for.

1 I could have got paid for the full value of
2 that Mortgage; if it failed.

3 Q: Okay. Explain that again.

4 A: Well, I think you should go online and read
5 about credit default swaps. I'm not that
6 knowledgeable about how to explain it to you.
7 All I know is it's like an insurance policy.
8 You buy a bundle of loans and you take out
9 insurance. Which is basically called a credit
10 default swap. If the loans default, you get
11 paid. You get paid for the value of those
12 Mortgages. And people have made a killing on
13 it in the 2008 collapse.

14 Q: What percentage do they have to pay to get --
15 what percentage ---

16 A: They -- it's a monthly payment. It's like ---

17 Q: Remember, let's not talk over each other.

18 Okay. I've heard the term thrown out, credit
19 default swaps, and I've been doing this for 21
20 years and frankly I don't know what it is.

21 A: Okay.

22 Q: If you could explain it to me, I would greatly
23 appreciate it.

24 A: Well, the simple explanation is it's like
25 insurance. That's the best I can give you. If

1 you really want an explanation for it, the
2 federal government set up a commission to
3 examine the 2008 collapse to find out who was
4 at fault, and they explain credit default swaps
5 in that document.

6 Q: What's different between credit default swaps
7 and PMI?

8 A: It's just another way to get money. See,
9 that's another way they got paid. I paid for
10 insurance that's supposed to protect the lender
11 from loss, that's called the PMI insurance.
12 So, if Bank of America got paid on that
13 insurance, then they didn't suffer any loss,
14 did they?

15 Q: Do you have any proof they got paid on the
16 insurance?

17 A: I've been trying to find that out. I paid for
18 it. I paid for insurance. So, why doesn't it
19 pay? If they didn't get paid, I'd like to know
20 why not.

21 Q: Are you aware of when PMI pays?

22 A: I ---

23 Q: When do you think PMI pays for a loan?

24 A: I don't know. I've been trying to find out.

25 Q: Would you be surprised to learn that it's --

1 PMI would pay after the foreclosure is
2 completed?

3 A: Okay. I didn't know that.

4 Q: Okay. Because there's always a possibility
5 that the borrower, in this case you ---

6 A: All right.

7 Q: --- could work something out, correct?

8 A: Well, we're still working that out.

9 Q: Correct?

10 A: Correct.

11 Q: Okay. So there's no reason for PMI to pay if
12 there's a chance that the borrower is going to
13 reinstate ---

14 A: Okay,

15 Q: --- correct? Would that make sense?

16 A: It seems to make sense.

17 Q: Okay. So PMI would not have paid for this loan
18 because the foreclosure is not complete. Would
19 you dispute that?

20 A: No.

21 Q: Okay.

22 (Plaintiff's Exhibit Number Ten was marked for
23 identification purposes.)

24 Q: Mr. Dalen, I've handed you what's been
25 identified as Plaintiff's Exhibit Number Ten,

1 or been marked as Plaintiff's Exhibit Number
2 Ten.

3 A: Okay.

4 Q: Can you identify this document?

5 A: Yes, this is the loan lookup. I looked this up
6 online.

7 Q: Okay. So you yourself -- this -- you provided
8 this document, Plaintiff's Exhibit Number Ten,
9 you provided us with a copy of this document
10 through discovery, correct?

11 A: I believe I did.

12 Q: Okay. All right. And what were you trying to
13 find out during this, I guess, internet search?

14 A: If Fannie Mae was claiming to own my loan.

15 Q: Okay.

16 A: And that's what I found out.

17 Q: So you were looking up Fannie Mae and you were
18 trying to find out what Fannie Mae did,
19 correct?

20 A: Yeah.

21 Q: Did you find out what Fannie Mae did?

22 A: Only what they say here, that we own your loan.

23 Q: Does it say that? Does it say they own your
24 loan or does it say ---

25 A: Oh, not on this -- yeah.

1 Q: All right. Look at it. ---

2 A: This explains it. There's a page that goes
3 with this that says we have -- based on our
4 computer records, we own your loan. There's a
5 page that says that.

6 Q: Okay. The very first paragraph, it says one,
7 who is Fannie Mae and what do they do. Would
8 you read the three lines right under that
9 question?

10 A: Okay. "Fannie Mae is a government chartered
11 company with a mission to provide a stable
12 source of funding to the U.S. Housing and
13 Mortgage markets. The company purchases and
14 securitizes Mortgage loans to ensure that money
15 is consistently available to financial
16 institutions that lend money to home buyers."

17 Q: Okay. Does that let you know what Fannie Mae
18 does?

19 A: Yeah, they securitize mortgage loans.

20 Q: Okay. They purchase and securitize mortgage
21 loans to ensure that money is available to
22 financial institutions that lend money to home
23 buyers, correct?

24 A: Correct.

25 Q: Okay. All right. So do you have any question

Page 41

1 about what Fannie Mae does with regard to the
2 market now? As far as what their role in
3 lending is at this time?

4 A: I understand the concept of what it was
5 supposed to be.

6 Q: Okay. Do you understand what Fannie Mae does
7 in the mortgage market now? As far as what
8 this says?

9 A: Well, what they said.

10 Q: Okay.

11 A: Yeah, I understand that.

12 Q: Okay. So you understand that they purchase and
13 securitize mortgage loans?

14 A: Correct.

15 Q: Okay. All right. So, your defenses in this
16 case are based on what things? I mean, you
17 admit you didn't make the payments, you admit
18 you signed the Note and Mortgage, you admit you
19 haven't made the payments. What do you believe
20 prevents Bank of America from foreclosing in
21 this case?

22 A: Fraud.

23 Q: Okay. What kind of fraud?

24 A: Bank of America has been sued for fraud
25 numerous times.

1 Q: Okay. What fraud have they committed toward
2 you?

3 A: The fraud in the loan modification process
4 where they just make you jump through the hoops
5 and they don't actually intend to ever modify
6 your loan. There's been plenty of articles on
7 that.

8 Q: Do you have any evidence that there was fraud
9 in this case?

10 MR. SLOAN: The bank representative is here, do you
11 want him to come in?

12 MR. HAYES: Sure.

13 (Off the Record Discussion)

14 Q: Okay. Back on the record. Mr. Dalen, you were
15 explaining what fraud has been committed by
16 Bank of America in this case. Would you
17 restate what you believe is fraud in this case?

18 A: Okay. Well, basically, the sale of the
19 Mortgage has not been clearly stated to me how
20 it was transferred from Quicken to where ever
21 it is now.

22 Q: Okay. Explain how that ---

23 A: The sale of the ---

24 Q: I'm sorry, go ahead.

25 A: Okay. When I asked you if the loan was

Page 43

1 securitized the first time, you said no. When
2 I asked again, you said yes, it had been
3 securitized. So when people lie to me, I don't
4 know what's going on. I want to find out
5 what's going on. And that is a lie. The first
6 time you said no, the second time you said yes.

7 Q: When was the first time?

8 A: The first set of requests for discovery. I
9 believe it was admissions.

10 Q: Okay. How is that fraud?

11 A: Well, that's not the fraud in particular, but
12 it tells me there's something going on here
13 that's not kosher; something is not right here.
14 I have a right to know who owns the Note, who
15 owns the Mortgage. When Bank of America starts
16 claiming they own the Mortgage, and then they
17 tell me they don't own the Mortgage, Fannie Mae
18 does, and Fannie Mae confirms they own the
19 Mortgage; how do I know who owns the Mortgage?
20 What if I'm paying the wrong person and later
21 on somebody comes back and says they own the
22 Mortgage?

23 Q: When did Bank of America say that they owned
24 the Mortgage?

25 A: You said it in your complaint and I'm assuming

1 that that's Bank of America saying it.

2 Q: Let's go back -- do you want to go through all
3 those documents, all those letters, and I want
4 you to go through there and find out ---

5 A: Okay.

6 Q: --- excuse me ---

7 A: Okay.

8 Q: --- and find out, show me, where Bank of
9 America says that it owns the Note and
10 Mortgage.

11 A: It's not in here.

12 Q: Okay.

13 A: But I have documents where it does say that,
14 Bank of America owns your Note. You said it.

15 Q: I may have said -- I didn't say Bank of America
16 owns the Note, but Bank of America has the
17 Note. Right now we have the original Note
18 endorsed and blank. You said that's fraud.
19 What damages have you suffered?

20 A: I lost my job due to the actions of a financial
21 industry that was out of control, corrupt --
22 and this is all in the federal report, Consumer
23 Commission Report on the bank -- on the 2008
24 collapse. There's plenty of fraud in there.
25 You know what, I don't have that document with

1 me, but it's in the record, it's in the
2 evidence, it's one of my exhibits.

3 Q: Mr. Dalen, you ---

4 A: It explains stuff that I believe.

5 Q: You admit you signed the Note and Mortgage, you
6 didn't make the payments. You admit the
7 payment history is entirely correct and you
8 admit that you made the payments as long as you
9 were financially able to do so and couldn't
10 make any more.

11 A: Okay. Yes.

12 Q: Correct? Okay. So how have you been damaged?
13 You've been living in the house for four years
14 without making any payments on it. How have
15 you been damaged by any of these actions you're
16 alleging?

17 A: Threatening to foreclose on my house, not going
18 through with the loan modification.

19 Q: Again, how have you been damaged? How is
20 saying we're going to foreclose on your house,
21 how is that damaging you if you haven't made
22 the payments and you made the payments as long
23 as you were financially able to do so?

24 A: Well, at that time I didn't know how this
25 worked and I didn't know what was going on

1 here. I've since studied it and i've learned
2 a lot. Do I know everything? No. This is
3 real complicated stuff. Most people don't
4 understand this credit default swap. You don't
5 even understand it.

6 Q: But has Bank of America -- what I'm trying to
7 get -- what particular fraud toward you has
8 Bank of America committed?

9 A: Well, I've laid out what I believe was the
10 fraud in my complaint.

11 Q: Okay. Lay it out right now.

12 A: I don't have it in front of me and I don't
13 recall it.

14 MR. SLOAN: I do have a copy of Mr. Dalen's pro say
15 Counterclaim.

16 MR. HAYES: Okay. Because if he's going to continue
17 to allege fraud, we're going to go through
18 every single step.

19 MR. SLOAN: I understand. Do you want to mark his
20 Answer Counterclaim as one of your exhibits?

21 Q: Sure.

22 (Plaintiff's Exhibit Number Eleven was marked for
23 identification purposes.)

24 Q: Mr. Dalen, we have marked your Answer and
25 Counterclaim as Plaintiff's Exhibit Number

1 Eleven. Would you go through the Answer and
2 Counterclaim and let me know or show me the
3 allegations regarding fraud?

4 A: Okay. Once you convert a loan into a stock,
5 it's no longer a secured loan.

6 Q: Is that your ---

7 A: They got paid. They got paid.

8 Q: How did they get paid?

9 A: They sold the loan as a stock. They got paid.
10 They don't just give it away. They get money
11 for it.

12 Q: So that's the fraud you're alleging?

13 A: That's one fraud.

14 Q: Okay. I want to go through every allegation of
15 fraud you have regarding this. So, just go
16 through and start listing them. So selling it,
17 securitizing it, is one fraud, correct?

18 A: Yeah, well, since the loan was sold and
19 securitized and turned into a stock, the lender
20 can no longer claim it is the real party in
21 interest. Now is Bank of America not claiming
22 they are the real party in interest? They told
23 me that.

24 Q: How were you damaged by that?

25 A: How was I damaged by that? Okay. So the

1 bank's convert all these loans into stock.

2 They even write loans they know are going to
3 fail. They caused the collapse of the economy.
4 This is all documented, I'm not making this up.

5 Q: Did they write your loan knowing it was going
6 to fail? Were you ---

7 A: I don't know if specifically my loan, but I was
8 damaged when the economy collapsed. I lost my
9 job. That's not called damages?

10 Q: Did you lose your job because you were given
11 this loan?

12 A: I lost my job because the banks were playing
13 loose with fiscal responsibility. They knew
14 what they were doing. Everybody knew what they
15 were doing. It's not something they couldn't
16 see coming.

17 Q: Were you financially able to make the payments
18 on the loan at the time you signed the Note and
19 Mortgage?

20 A: Yes, I was. I had a job.

21 Q: So you agree that you were entitled to this --
22 to this loan? You were financially able to
23 make the payments on the loan at the time you
24 signed the Note and Mortgage, correct?

25 A: Yes. That was before the collapse.

1 Q: Okay. So the collapse -- so the fraud that
2 you're alleging is not fraud toward you
3 specifically, it's toward the whole economy; is
4 that correct?

5 A: Not toward the whole economy, toward the whole
6 banking system. They've been sued by all 50
7 state's attorney generals. They've been sued
8 by the Department of Justice all for Mortgage
9 fraud. For knowingly writing Mortgages that
10 they knew the people that were signing them
11 couldn't pay. Now, whether mine was one of
12 those, whether they knew I could pay or not
13 doesn't matter. The point is, they brought the
14 whole economy down. They wiped out my
15 business. They put me in a position where I
16 could no longer pay.

17 Q: But they didn't lie to you specifically.

18 A: Well, yeah. They've not been telling me the
19 truth on who owns the Note, who owns the
20 Mortgage.

21 Q: So the only thing you can point to that they
22 told you that's not true is who owned the Note
23 and the Mortgage, correct?

24 A: Well, no. That's not the only thing. The
25 transfer of -- the assignment of the Mortgage

1 is fraud.

2 Q: Okay. How is the assignment of the Note or the
3 Mortgage, fraud?

4 A: Because MERS can't assign anything. It doesn't
5 own anything.

6 Q: Okay. But, let's try -- I'm trying to get to
7 any specific statements that were made to you
8 ---

9 A: That's specific.

10 Q: Okay. So ---

11 A: They told me through the complaint that the
12 Mortgage was assigned to Bank of America and it
13 was not. It's fraud. They can't assign
14 something they don't own. So who owns it?

15 Q: Can you be the holder of something you don't
16 own?

17 A: Yes, you can. You can hold a Note that you
18 don't own.

19 Q: Do you admit that Bank of America, that this
20 Note ---

21 MR. HAYES: Where's the original Note?

22 Q: Mr. Dalen, you admit I am holding in my hands
23 the original Note that you signed in this case?

24 A: Right.

25 Q: That a copy of which has been marked as

1 Plaintiff's Exhibit Number One, correct?

2 A: Correct.

3 Q: Okay. Am I the holder of this Note right now?

4 A: Correct.

5 Q: So if I'm holding this Note, I have the ability
6 to enforce the Note, would you agree with that
7 statement?

8 A: Not necessarily. You may not be a person
9 entitled to enforce. You may have the Note in
10 your possession, but not have the rights to
11 enforce it.

12 Q: Okay. Explain that.

13 A: You're asking me to explain the law. I'm not
14 a lawyer. Okay? I just read it. It's in the
15 Uniform Commercial Code. You have to have the
16 rights to enforce the Note. Just having the
17 Note in your possession does not give you the
18 rights to enforce, and I want to know who has
19 the rights to enforce.

20 Q: Okay. Do you have a copy of my proposed order?
21 Under your interpretation of the Uniform
22 Commercial Code, who has the right to enforce
23 the Note?

24 A: Well, there's certain qualifications that you
25 have to have in order to ---

1 Q: Okay. What are those qualifications?

2 A: Well, I would have to ask my attorney that. I
3 don't know the specifics on all that. What I
4 do know is when you turn something into a
5 stock, there's rules and regulations that
6 govern stocks. It is no longer -- as I state
7 in here, it's no longer a secured Promissory
8 Note. There's no Mortgage securing it. The
9 Mortgage was separated from the Note at that
10 point.

11 Q: So your theory is that the Mortgage is
12 separated from the Note, so you can't enforce
13 -- who owns the Note and Mortgage then? Who
14 has the ability ---

15 A: I don't know who owns the Note and Mortgage.

16 Q: Okay.

17 A: I know that you're claiming that Bank of
18 America holds the Note and apparently they do.
19 You have it in your hand.

20 Q: You agree that what I'm holding in my hands
21 right now is the original Note that was signed
22 by you, correct?

23 A: Correct.

24 Q: Okay. So, I am the holder of this Note.

25 A: Okay.

1 Q: Who has the right to enforce the Note under the
2 UCC?

3 A: You can sue on the Note, but you can't
4 foreclose on a house if you don't own the
5 security instrument. You don't own the
6 Mortgage. Where's the Mortgage? You have
7 never produced a copy of the original Mortgage.
8 Who owns the Mortgage?

9 Q: I have shown you and you have identified as
10 Plaintiff's Exhibit Number Two -- you stated
11 earlier in the deposition that the Mortgage
12 that was marked as Plaintiff's Exhibit Number
13 Two is a copy of the original Mortgage.

14 A: Yeah, it's a copy. Where's the original?

15 Q: Okay. So your theory is that you have to have
16 the original Mortgage in order to enforce it?

17 A: I want to know who owns it.

18 Q: Okay.

19 A: You're telling me it was assigned from MERS.
20 MERS doesn't own anything. MERS can't assign
21 it.

22 Q: Okay. Well, let's get back to the fraud. I
23 want to know what particular fraud that Bank of
24 America has committed against you.

25 A: Is that not fraud? To claim that you own the

1 Mortgage when you don't in fact own it?

2 Q: Okay. Let's go through every statement of
3 fraud that you are alleging, okay? That Bank
4 of America has committed toward you
5 specifically. Not toward the economy in
6 general, toward you specifically. What false
7 statements has Bank of America made to you
8 specifically?

9 A: Okay. They're attempting to foreclose on my
10 home on an unsecured Promissory Note that was
11 converted to a stock that they sold and got
12 paid for.

13 Q: Do you have proof that they got paid for it?

14 A: That's what we're suing for. That is what I'm
15 trying to find out through discovery. A lot of
16 my questions from discovery you did not answer
17 and now that I have an attorney, I'm hoping we
18 can get those answered.

19 Q: Okay. So you've been through this for three
20 years and you haven't been able to show that
21 they've been paid for it? When do you think
22 they get paid for the loan?

23 A: When they converted it to a security. They
24 sold it to investors. Who got that money?

25 Q: Okay.

1 A: The investors didn't get it for free. They
2 paid for it.

3 Q: Have you made the payments on the -- you
4 haven't made your payments on the Note though,
5 have you?

6 A: No, I haven't.

7 Q: Okay. So again, what statements are fraud has
8 Bank of America made to you specifically on
9 this case? You said ---

10 A: I've told you a couple already.

11 Q: Okay. Let's go through those. You said they
12 said they were the owner of the Note. Is that
13 one?

14 A: Right. With the rights to enfo- -- they are
15 implying they have the rights to enforce.

16 Q: So you're saying that they're implying that
17 they have the right to enforce the Note is
18 fraud on you specifically?

19 A: By filing of the foreclosure, yes. That's
20 fraud.

21 Q: Okay. That's one. What's the second one?

22 A: The second one is what we just talked about.
23 The assignment.

24 Q: Okay. Let me go -- I want to go -- let's go
25 through that one specifically. What about the

1 assignment is fraud toward you specifically?

2 A: By claiming that they got the Note transferred
3 from MERS. You gave me a whole time line of
4 it. It went from MERS to BAC to Bank of
5 America, through their acquisition of BAC or
6 Countrywide. That's fraud. That's not true.
7 It's just not true. Where is the signature on
8 the Note for Fannie Mae? How did Fannie Mae
9 get the Note if there's no endorsement on
10 there?

11 Q: But you admit I have the original Note in my
12 left hand right now, correct?

13 A: Sure. But you also showed me Fannie Mae owns
14 the Note. Where's that on the Note?

15 Q: Okay.

16 A: Where is that on the Note? Should it not be
17 there?

18 Q: Have you suffered any damages?

19 A: I certainly have, yeah. Damage to my
20 reputation. I'm in court for foreclosure. The
21 bank is trying to take my house from me.
22 That's not damage?

23 Q: You couldn't make the payments. You admitted
24 that you made the payments as long as you were
25 financially able to do so.

1 A: But who is entitled to the payments? You're
2 claiming Bank of America is entitled to the
3 payments. I'm telling you based on the
4 evidence that I see, Bank of America is not
5 entitled to the payments. I have a right to
6 know before I make any more payments.

7 Q: You made your payments to Bank of America until
8 you were financially unable to do so, correct?

9 A: Right.

10 Q: And when you failed to make the payments, Bank
11 of America then began the foreclosure action,
12 correct?

13 A: Shortly thereafter, yes.

14 Q: Do you believe if you'd continued making the
15 payments the foreclosure action would have been
16 filed?

17 A: Well, Dean, if I hadn't stopped making the
18 payments I wouldn't have learned about all this
19 stuff. I wouldn't know there was any fraud
20 going on.

21 Q: Okay.

22 A: I would never have found out that the banking
23 institution collapsed the economy because I
24 never would have read that government report.

25 Q: Let's go back to the allegations of fraud.

1 Okay. The assignment you said was fraud.

2 A: And I believe it is.

3 Q: What other specific ---

4 A: That's not enough?

5 Q: I want to see -- I mean, this is a very long

6 Answer and Counterclaim.

7 A: Yeah.

8 Q: You know, and I want to ---

9 A: It's pretty much self explanatory.

10 Q: I would like to know -- well, it's self

11 explanatory to you, maybe. To me, I don't have

12 the knowledge for it. I want you to go through

13 -- and again, I want every specific instance of

14 fraud towards you specifically, I want you to

15 tell me about it because we have to put it on

16 the record.

17 A: Okay. So according to pooling and servicing

18 agreement, the servicer can buy back the Note

19 as a non-performing, non-secured debt. Okay.

20 So now if they did that and they're trying to

21 foreclose, they don't have a right to

22 foreclose. As the holder of the Note, they can

23 sue me for the amount of the Note. But they

24 can't foreclose on the property because they do

25 not have the Mortgage securing the property.

Page 59

1 Do you understand that? Without the Mortgage,
2 the Note is simply a Note. You can sue on it,
3 you can get a judgement against me for the
4 Note, but you can't take the house. Simple.
5 Trying to take the house is the fraud.

6 Q: So your theory is that the Note and the
7 Mortgage -- the whole fraud, your --
8 everything, all this fraud boils down to the
9 Note and the Mortgage have been separated and
10 they can't foreclose on the Mortgage?

11 A: Exactly.

12 Q: Okay.

13 A: But that's not all of it. I mean, what I
14 explained already.

15 Q: Okay. Well, I want you to tell me all of it.
16 We have some time.

17 A: Okay.

18 Q: I want you to tell me all of it.

19 A: We'll go through it. Okay. We don't have a
20 chain of title on this. I have a right to know
21 where the Note went from, from the originator,
22 Quicken Loans, every step of the way that Note
23 was transferred. I have a right to know where
24 it goes. And I'm not being told the true
25 story.

- 1 Q: Mr. Dalen, would you look at Plaintiff's
- 2 Exhibit Number Seven?
- 3 A: Okay.
- 4 Q: Okay. What is that letter? I think you
- 5 identified it before.
- 6 A: It's a letter. It's not a legal document.
- 7 Q: Okay.
- 8 A: It doesn't state what you stated in your
- 9 assignment.
- 10 Q: Doesn't that letter tell you that servicing of
- 11 that loan has gone from Quicken Loans
- 12 Incorporated to Countrywide Home Loans?
- 13 A: Servicing. Exactly.
- 14 Q: Okay. And this letter, marked as Plaintiff's
- 15 Exhibit Number Six ,tells you that Countrywide
- 16 now services the loan, correct?
- 17 A: Services the loan. That doesn't mean they own
- 18 it.
- 19 Q: Okay. All right. So what steps do you believe
- 20 are missing?
- 21 A: The assignment, the sale of the loan.
- 22 Q: The sale of the loan. Who has it been sold to?
- 23 A: Okay. Are you telling me Quicken still owns
- 24 the loan? Is that it?
- 25 Q: Well, Quicken just told you that servicing has

1 gone to Countrywide.

2 A: Yeah. So Quicken is telling me servicing went
3 to Countrywide ---

4 Q: And I have the original ---

5 A: --- and Fannie Mae is telling me they own it.

6 Q: And I have the original Note. You admit that.

7 A: That doesn't mean you have the Mortgage. Where
8 is the Mortgage? Who has the Mortgage?

9 Q: We have the Mortgage.

10 A: The original. You told me that once. I came
11 down here, I came down here to see the Note; to
12 copy it. When I came, you didn't have it. I
13 had to go back home. I had to come down here
14 again a second time. You told me it was sent
15 somewhere and got lost. Then you called me --
16 it came again. We came back down here again
17 and you told me at that time that you were
18 trying to locate the Mortgage, and you were
19 going to tell me when you got the Mortgage and
20 we were going to come down and copy that. That
21 never happened.

22 Q: So you think in order to foreclose on a
23 Mortgage, you have to have the original
24 Mortgage?

25 A: You have to prove you have the Mortgage.

1 Having a copy of it doesn't mean anything.

2 Q: So if you have the original Note but you don't
3 have the original Mortgage, you don't think you
4 can foreclose on the Mortgage?

5 A: I don't believe so. Because what if someone
6 comes along with the original Mortgage and says
7 wait a minute, I own this Mortgage. Then what
8 happens? They have the security instrument.
9 If you don't have the security instrument but
10 you have the Note, you can't foreclose. You
11 can sue on the Note. That's what you can do.

12 Q: So you admit that Bank of America couldn't get
13 a judgement against you right now for the total
14 amount due on the Note?

15 A: On the Note, but they can't take the house.

16 Q: If they get a judgement against you, they can
17 foreclose on the house through the judgement,
18 can't they?

19 A: No, they can't. It's not secured. You're
20 laughing. You know, I didn't write the law.
21 That's the law. It's an unsecured debt. If I
22 owe you on a credit card, you can't take my
23 house because I don't pay on the credit card.
24 It's the same thing. It doesn't have a secured
25 document backing it up stating what it's

1 secured by.

2 Q: I've been practicing for 21 years and been
3 doing it incorrectly.

4 A: Yeah, I guess so. You know what? This is very
5 complicated stuff. It's very complicated
6 stuff.

7 Q: Okay. Let's ---

8 A: Most lawyers don't understand it.

9 Q: Let's go back --

10 A: I didn't understand it.

11 Q: Let's go back to the fraud. What other fraud?

12 The only thing I've heard, the securitization
13 is fraud, the assignment to MERS is fraud; what
14 else is fraud?

15 A: Okay. Most of what I have here is the
16 assignment. Okay. Here's our accounts.
17 Threatened to take and did take actions that it
18 could not legally take.

19 Q: Okay. What were they ---

20 A: Foreclosing on my property. The filing of the
21 complaint, the attempt to foreclose on my
22 property when they did not have the rights to
23 enforce, they did not have the Mortgage, is
24 fraud.

25 Q: So it all goes back to your theory that the

1 Note and the Mortgage are separated and they
2 can't enforce the Mortgage?

3 A: It's not a theory. The Supreme Court ruled on
4 that. It goes all the way to the Supreme
5 Court. Carpenter versus Longan. I gave you
6 that case ---

7 MR. HAYES: Would you go pull that case? Carpenter
8 versus Longan?

9 A: Longin, L-O-N-G-I-N (sic).

10 MR. HAYES: Actually, I think Bill has a cite for
11 it.

12 MR. SLOAN: I probably do. Let's see. Oh, here's
13 the cite. It was in John's brief. Down at the
14 bottom of that page.

15 (A break was taken from 2:29 p.m. until 2:37 p.m.)

16 MR. HAYES: Back on the record. Might as well mark
17 it as an exhibit. That's the first time I've
18 ever done that one.

19 MR. SLOAN: Oh, interesting.

20 Q: Mr. Dalen, I am handing you a copy of the case
21 of Carpenter versus Longan, that's L-O-N-G-A-N.
22 83 US 271 Supreme Court, United States Supreme
23 Court case. This has been marked as
24 Plaintiff's Exhibit Number Twelve. Mr. Dalen,
25 I have -- or Bob Jackman in our office has

1 highlighted some language from Carpenter versus
2 Longan. Would you read that language, please?

3 A: Sure. "The Note and the Mortgage are
4 inseparable. The former as an essential, the
5 latter as in incident. An assignment of the
6 Note carries the Mortgage with it, while an
7 assignment of the latter of the loan is a
8 nullity."

9 Q: Okay. So, when it says the Note and the
10 Mortgage are inseparable, what do you think
11 that means?

12 A: If they're to be valid, they're inseparable.
13 It doesn't mean you can't separate them. If
14 you do separate them, their a nullity.

15 Q: Okay. So your theory is that Carpenter versus
16 Longan is saying if you separate the Note and
17 the Mortgage, they're a nullity?

18 A: Exactly. That's what it says.

19 Q: Okay. But doesn't it say an assignment of the
20 Note carries with it the Mortgage?

21 A: Right. It does say that. However, if you
22 assign the Mortgage without the Note -- you've
23 already sold the Note. You've already sold the
24 Note to investors on Wall Street, now you
25 assign the Mortgage; what have you just done?

1 Q: Okay. May I see a copy of that please?

2 A: That separates it.

3 Q: Okay. It says, again, I'll read it.

4 A: Okay.

5 Q: The Note and the Mortgage are inseparable. The

6 former, which you agree means the Note, as

7 essential, correct? The Note is essential. Is

8 essential, correct?

9 A: I think he's saying the Mortgage is essential?

10 Q: Nope. Let's go through this.

11 A: Okay.

12 Q: The Note and a Mortgage are inseparable,

13 correct?

14 A: Correct.

15 Q: Okay. Which you agree would mean the Note ---

16 A: Okay.

17 Q: --- is essential.

18 A: All right.

19 Q: So the Note, you agree, is the essential thing,

20 correct?

21 A: Okay. Yeah.

22 Q: You agree?

23 A: Yeah.

24 Q: Okay. The latter as an incident. The latter,

25 you agree, means the Mortgage, correct?

Page 67

1 A: Okay.

2 Q: Okay. An assignment of the Note carries the
3 Mortgage with it.

4 A: Okay.

5 Q: Okay. While an assignment of the latter alone
6 is a nullity. So an assignment of the latter,
7 the latter you agree with me would mean the
8 Mortgage, correct?

9 A: Exactly.

10 Q: Okay. So an assignment of the Note carries the
11 Mortgage with it, while an assignment of the
12 Mortgage alone is a nullity. You agree with
13 that statement?

14 A: Yes. Okay.

15 Q: Okay.

16 A: If you sold the Note and you assigned the
17 Mortgage, you've separated them, right? Does
18 that make sense to you?

19 Q: No, I'm afraid not. So your theory -- let's go
20 back to the -- your theory is that they can't
21 enforce the Mortgage because they've been
22 separated?

23 A: Does Fannie Mae own the Mortgage?

24 Q: Okay. Well, let's get -- let's go back to the
25 fraud. Again, I want you to go through all of

1 the fraud.

2 A: Okay.

3 Q: The only thing I've heard is, securitizing is
4 fraud and assignment of the Mortgage is fraud.

5 A: The assignment that you've presented in your
6 court filings is fraud, yes.

7 Q: Okay. All right.

8 A: In my opinion based on what I know about that.

9 Q: Okay. Let's go through some more fraud.

10 A: Okay. Well, under the Fair Debt Collection
11 Practices Act.

12 Q: Okay. What's the fraud under the Fair Debt
13 Collection Practices Act?

14 A: You've misrepresented the character and legal
15 status of the debt in violation of 15 USC ---

16 Q: Okay.

17 A: --- by providing false correspondence to me in
18 third persons.

19 Q: Excuse me. What's the false correspondence?

20 A: Filing a foreclosure action claiming that you
21 own the Note and the Mortgage with the rights
22 to enforce.

23 Q: So the fraud again goes back to the FDCPA, the
24 Fair Debt Collection Practices Act, allegation
25 goes to the fact that we say we own the Note

1 and the Mortgage and you think we don't,
2 correct?

3 A: Correct.

4 Q: Okay. That totally relies on whether we own
5 the Note and the Mortgage, correct?

6 A: Correct.

7 Q: Okay. Does every allegation of fraud or any
8 other counterclaim, every other counterclaim
9 rely on the, in your opinion, the untrue
10 statement that we own the Note and Mortgage and
11 have the ability to enforce it?

12 A: That's most of it, yeah.

13 Q: Okay. Now what ---

14 A: And your representations to me, different
15 people, attempting to foreclose without the
16 authority to foreclose.

17 Q: Okay. Le- ---

18 A: Based on the law, that's not correct.

19 Q: Well most of it, I want to know is that all of
20 it.

21 A: Well, I mean, read the rest of this and see
22 what I've written here. Yeah, it basically
23 comes down to that.

24 Q: Okay. So ---

25 A: And it violates all these different accounts.

1 Q: Okay. So -- all right. I mean, we can cut
2 this short then if you agree that every
3 allegation in your counterclaim and defense
4 boils down to the fact that you believe we do
5 not own both the Note and -- or we do not hold
6 the Note and the Mortgage, and have the ability
7 to enforce it. Is that correct?

8 A: Well, I'm not ruling out there's other things
9 in there.

10 Q: Well, this is ---

11 A: This is what I did without a lawyer. Now that
12 I have a lawyer, I may need to discuss this
13 with him and there may be other amended ---

14 Q: Mr. Dalen, you can't discuss it with your --
15 you've had a chance to talk to your lawyer
16 previously. This is the time for me to
17 question you specifically ---

18 A: Right.

19 Q: --- about the facts that you're alleging as a
20 defense and counterclaims that you say prevent
21 Bank of America from maintaining this
22 foreclosure action. I want to know if
23 everything boils down to your allegation that
24 Bank of America does not hold the Note and the
25 Mortgage and have the ability to enforce them.

1 A: It does, I guess, but it's also that they've
2 already been paid. I don't know if that's the
3 same thing, but...
4 Q: Okay. Been paid by whom?
5 A: We just -- we went over that. Credit default
6 swaps, other insurance, investors that paid for
7 the Mortgage Note.
8 Q: So you think that other investors have paid
9 Bank of America for the credit default ---
10 A: I don't think that. I know it.
11 Q: Okay.
12 A: They've been sued.
13 Q: Okay. So let's -- I just want to be clear.
14 All your defenses and counterclaims boil down
15 to two things: one, your allegation that Bank
16 of America does not have the ability to enforce
17 the Note and the Mortgage; and two, that you
18 think they've already been paid, not by you,
19 but by some third party?
20 A: Yeah, I believe that, yes.
21 Q: Okay.
22 A: I also believe that the transfer, the
23 assignment of the Mortgage, was fraudulent, it
24 was not true, it's a lie, and it's fraud.
25 Q: Okay. But again, the fraud would be -- again,

1 I'm trying to figure out the factual
2 allegations, okay ---

3 A: Okay. I'm going to explain ---

4 Q: Okay. Go ahead.

5 A: Okay. So if they don't own the Mortgage then
6 they can't foreclose on the house. They don't
7 have the -- they're not a person entitled to
8 enforce.

9 Q: Okay. But doesn't that boil down to they don't
10 have the -- they don't have the ability to
11 enforce the Note and Mortgage?

12 A: Exactly.

13 Q: Well, I'm trying to, again, I'm trying to -- we
14 can short circuit this.

15 A: Right.

16 Q: We can drag this out a long time, but we can
17 short circuit it if I can just find out for
18 sure ---

19 A: Okay.

20 Q: --- the factual allegations that form the basis
21 for every defense and counterclaim that you
22 have. Okay?

23 A: Okay.

24 Q: And I've heard two, okay? First, that they do
25 not have the ability to enforce the Note and

1 the Mortgage because the Note and the Mortgage
2 were separated. Second, that they've already
3 been paid, not by you, but by some third party
4 for this loan.

5 A: Yeah, the third is the false assignment.

6 Q: Okay. But doesn't the false assignment, the
7 alleged false assignment, go back to number
8 one, that they don't have the Note and the
9 Mortgage and aren't able to enforce it?

10 A: I guess it's the same thing, basically, yeah.

11 Q: Okay. So you agree with me that all of your
12 arguments, all of your defenses, all of your
13 counterclaims, boil down to one of two things;
14 that they don't -- that Bank of America does
15 not have the ability to enforce the Note and
16 the Mortgage, that's number one.

17 A: Right.

18 Q: Number two is that they have already been paid
19 on this loan, not by you, but by some third
20 party.

21 A: Yeah.

22 Q: So those form the entire basis for your
23 defenses and counterclaims, correct?

24 A: And the fact that they're fraudulently claiming
25 otherwise. They're attempting to convince me

1 and the Court that they are, in fact, the
2 person that owns the Note, in fact, when they
3 know they don't; and that they have the rights
4 to enforce and they have the rights to
5 foreclose on the property.

6 Q: But doesn't that go back to number one, that
7 they don't have the ability, that your ---

8 A: Yeah.

9 Q: --- allegation -- Okay. So that's part of
10 number one.

11 A: Okay.

12 Q: Okay. Because, if they do have the ability to
13 enforce it, the so called false assignment
14 doesn't matter, does it?

15 A: I don't believe that they would have the
16 authority to enforce it if the assignment is,
17 in fact, fraudulent.

18 Q: So everything again boils down to one of two
19 things.

20 A: Right.

21 Q: Your allegation that they do not have the
22 ability to enforce the Note because they're not
23 -- either they're not the holder of the Note or
24 the Note and the Mortgage have been separated,
25 that's number one, and number two is they've

Page 75

1 already been paid on the loan, not by you, but
2 by some third party. Is that correct?

3 A: Yeah.

4 MR. HAYES: Anything you can think of?

5 MR. JACKMAN: No.

6 Q: Okay. All right. I think we're finished.

7 MR. SLOAN: I've got just a -- I'll keep this
8 incredibly brief.

9 MR. DALEN - EXAMINATION BY MR. SLOAN:

10 Q: Mr. Dalen, where is -- I'm looking for the
11 Answer and Counterclaim.

12 A: Right here.

13 MR. HAYES: Yeah, I think we marked it as an
14 exhibit.

15 MR. SLOAN: Yeah, is it eleven?

16 MR. HAYES: Yeah, I think it's eleven. The Supreme
17 Court Case is twelve..

18 MR. SLOAN: That's right. It's somewhere on this
19 table. Oh, you've got it.

20 Q: I direct your attention to, let's see, your
21 Answer and Counterclaim is a total of 18 pages
22 and I am flipping to page 11. What was your
23 first count for a counterclaim?

24 A: The Fair Debt Collection Practices Act.

25 Q: Okay.

1 A: I was repeatedly told that Bank of America was
2 not a debt collector. I was told that by you
3 but then I get notice from Bank of America that
4 says they are a debt collector.

5 Q: Okay. Now, you had sent -- which exhibit is --
6 is this Number Four? You've got all the
7 exhibits. I'm directing your attention to a
8 letter sent to you by Janet Castillejos,
9 litigation specialist.

10 A: The second paragraph, I think. This is half
11 the letter.

12 Q: I think that's ---

13 A: This is all I have.

14 Q: Okay.

15 (Off the record discussion)

16 Q: Plaintiff's Exhibit Four, it's a one page
17 letter ---

18 A: Okay.

19 Q: --- sent to you December 6th, 2011 from Janet
20 Castillejos. Did it tell you that the owner of
21 your Note is Federal National Mortgage
22 Association, Fannie Mae?

23 A: Yeah.

24 Q: Was this the first time that Bank of America
25 had told you that they were not the owner of

1 the Note?

2 A: I believe it was the first time, yeah.

3 Q: Okay. And so in previous letters sent to you
4 by Bank of America, did they let you know, did
5 they state that Fannie Mae was the owner of
6 your Note?

7 A: On requests I made to them, on basic statements
8 and stuff that they would send, they were
9 saying they were the owner.

10 Q: Prior to December 26th, 2011?

11 A: Right.

12 Q: Okay.

13 A: Right.

14 Q: Okay. And of course, I did not write you
15 answer because at the time you were
16 representing yourself, is that correct?

17 A: Right.

18 Q: Okay. In helping me understand your count one,
19 were you stating that Bank of America was
20 violating the FDCPA by not telling you?

21 A: Yeah, by telling me that they were the owner
22 when in fact they aren't.

23 Q: Okay.

24 A: And by telling me they're not a debt collector
25 when in fact they are.

1 Q: Okay. That's all I've got for Mr. Dalen.

2 MR. DALEN - RE-EXAMINATION BY MR. HAYES:

3 Q: Mr. Dalen, would you look at the Quicken Loans

4 ---

5 A: This one here (indicating)?

6 Q: Yes. What I call the goodbye letter.

7 A: Okay.

8 Q: You're holding it in your hands. I think it's

9 Plaintiff's Exhibit Number Four or Five -- or

10 Seven, excuse me. I believe it is Seven,

11 correct?

12 A: Seven.

13 MR. SLOAN: It's number Seven.

14 Q: Okay. What does it say about Countrywide Home

15 Loans and their status?

16 A: It tells me they're the servicer.

17 Q: Okay.

18 A: And they will be collecting payments.

19 Q: Okay. Do you have any correspondence from

20 Countrywide Home Loans, from BAC Home Loan

21 Servicing LLC -- or LP, excuse me, BAC Home

22 Loan Servicing LP or Bank of America that state

23 that they own the Note and the Mortgage?

24 A: I believe I have some from Bank of America. I

25 don't believe I have anything from Countrywide

1 that says that or BAC.

2 Q: That says they own the Note and the Mortgage?

3 A: Yeah. Well, I have that from you also. You
4 stated to me in discovery that Bank of America
5 -- I sent you a, what they call a verification
6 letter, who owns the debt, and you told me that
7 Bank of America was the owner of the loan,
8 owner of the Note. You said that and I wrote
9 you back and I said that's not true. I have
10 these other letters that say Fannie Mae owns
11 it.

12 Q: Mr. Dalen, I believe there's a letter in here
13 that you stated that you had sent to Bank of
14 America specifically asking them, for purposes
15 of the FDCPA, whether their status -- and let's
16 look through here and find that letter. Okay.
17 There's a letter and it's dated December the
18 6th, 2011. I'm not sure what that's marked as.
19 Would you read from this letter please?

20 A: Yeah, this is their response.

21 Q: Okay. This is their response. And this
22 letter, which is marked as Plaintiff's Exhibit
23 Number Four, a letter dated December the 6th,
24 2011, is in response to your FDCPA, by FDCPA
25 I'm talking about Fair Debt Collection

1 Practices Act letter, asking for verification
 2 of the account. Is that correct?
 3 A: Who the current owner of the Note is.
 4 Q: Right. Okay. Would you read from this letter?
 5 A: "The current owner of the Note is Federal
 6 National Mortgage Association."
 7 Q: Okay. So, Bank of America is telling you, in
 8 response to your FDCPA letter ---
 9 A: Right.
 10 Q: --- the letter to verify the owner, that the
 11 current owner of the Note is the Federal
 12 National Mortgage Association, FNNMA, better
 13 known as Fannie Mae, is that correct?
 14 A: Right.
 15 Q: Okay. Where in this letter does Bank of
 16 America tell you that they own the Note or the
 17 Mortgage?
 18 A: They don't say that in this letter.
 19 Q: Okay. Where's a letter in which they say they
 20 own the Note and the Mortgage?
 21 A: I didn't bring documents with me, but I've
 22 filed them. They're in the record.
 23 Q: Okay.
 24 A: Your own statement to me, that you said you
 25 verified the debt and that Bank of America is

1 the owner of the Note. You said that after I
2 got this letter.

3 Q: Okay.

4 A: So now I'm thinking, okay, I've got two banks
5 claiming to be the owner of the Note. Can't be
6 two banks, only one bank can own the Note.

7 Q: Okay. Which ---

8 A: That's by law.

9 Q: Where -- so this is a verification of the debt
10 letter, correct?

11 A: Exactly.

12 Q: Okay. An FDCPA verification of the debt
13 letter?

14 A: Right.

15 Q: Okay. And this letter is written specifically
16 in response to your FDCPA request?

17 A: I believe so, yes.

18 Q: Okay. And in it -- again, this is quoting
19 directly from the letter. It says the current
20 owner of the Note is Federal National Mortgage
21 Association (FNNMA), the address 13150 World
22 Gate Drive, Herndon, Virginia, 20170; and then
23 underneath that it says Bank of America N.A.
24 has serviced the loan since January the 14th,
25 2008.

Page 82

1 A: That's what I've come to believe is true.

2 Q: Okay. So is any statement in this letter
3 false?

4 A: Well, except for the fact that the current
5 owner of the Note is Fannie Mae. If Fannie Mae
6 sold the Note to investors, then is Fannie Mae
7 still owner of the Note? You can only have one
8 owner of a Note.

9 Q: I'm trying to get the false statement ---

10 A: The false statement is that Fannie Mae is the
11 current owner of the Note if they in fact had
12 already sold the Note.

13 Q: Okay. So, the false statement -- the only
14 false statement in this letter is that Fannie
15 Mae is the owner of the Note, in your opinion?

16 A: In my opinion, yeah.

17 Q: Okay. What other -- I'd like to see any other
18 documents that Bank of America sent to you that
19 told you -- that falsely stated that they were
20 the owner of -- or allegedly falsely stated
21 that they were the holder or owner of the Note.

22 A: As their attorney are you not speaking for Bank
23 of America?

24 Q: No, I'm asking questions of you.

25 A: I'm telling you, you sent me a letter. You

1 said Bank of America is the owner of the Note.

2 Q: Okay.

3 A: I have that letter. I don't have it with me,
4 but I have a letter.

5 Q: And you have been damaged by that? How have
6 you been damaged ---

7 A: You don't think that's damages?

8 Q: Okay. I have the original -- you admit I have
9 the original Note in my possession, correct?

10 A: Yeah.

11 Q: Okay. All right.

12 A: I could hold someone's Note and not have the
13 right to enforce it. I could. Anybody could.
14 Anybody could get my Note and not have the
15 right to enforce it.

16 Q: If you had a Note endorsed in blank ---

17 A: You can sue for the amount of the Note, you
18 can't come and say I'm going to take your
19 house. You can't do that. You have no
20 security interest instrument with the Note.

21 Q: So your theory is that you can have the
22 original Note endorsed in blank nut -- and you
23 can enforce the Note, but you can't enforce the
24 Mortgage if the Mortgage has been separated ---

25 A: Or if you don't own the Mortgage, if someone

1 else owns the Mortgage. Who owns the Mortgage,
2 Dean? That's all I want to know. That's all
3 I've asked.

4 Q: Carpenter versus Longan is pretty specific in
5 my opinion.

6 A: It was pretty clear to me too. So we just have
7 a little difference of agreement and that's
8 what judges are for, right?

9 Q: I guess so, but everything boils down to,
10 again, the two things we talked about: that
11 Bank of America is saying that -- all your
12 defenses and counterclaims boil down to the
13 fact that Bank of America, in your opinion,
14 doesn't have the right or the ability to
15 enforce the Note and the Mortgage and number
16 two, in your opinion, Bank of America has
17 already been paid on the loan in full, not by
18 you, but by some third party; is that correct?

19 A: Right. And you're claiming that Bank of
20 America is going to suffer a loss if I don't
21 pay on this Mortgage, is that correct?

22 Q: Yes.

23 A: Okay. According to the pooling and servicing
24 agreement ---

25 Q: Listen, listen. I ask the questions, you

1 answer.

2 A: I can't ask a question?

3 Q: No, you can't ask any questions.

4 A: All right. Well, I've got that one in.

5 Q: Let me ask you this. If you get this -- if you

6 get -- if you don't have to pay any more on the

7 Note and the Mortgage, wouldn't that be a

8 windfall for you and you get the home?

9 A: Well, I don't know if you would call it a
10 windfall considering how much work I've lost,
11 how much money I've lost, all my savings are
12 gone. You call that a windfall?

13 Q: Did Bank of America specifically cause your
14 construction business to go downhill?

15 A: According to the government commission that
16 examined this, according to the 50 state's
17 attorney generals that sued Bank of America,
18 according to the Department of Justice, yeah.

19 Q: So some generalized -- so your theory of your
20 loss is that the damages that were caused by
21 Bank of America is the general damage to the
22 economy, correct?

23 A: Yeah, being fiscally irresponsible.

24 Q: Okay. No further questions.

25 MR. SLOAN: I have no follow up.

Page 86

1 (There being no further questions, the deposition
2 concluded at 3:01 p.m.)

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

Bank of America, N.A. Successor by merger to
BAC Home Loans Servicing, L.P. F/K/A
Countrywide Home Loans Servicing, L.P.,

PLAINTIFF,

v.

John D. Dalen, Julie A. Dalen, Wawtackace Hills
Property Owners Association,

DEFENDANTS.

F11-04694

IN THE COURT OF COMMON PLEAS

C/A No.: 2011-CP-37-1056

**PLAINTIFF'S RESPONSE TO
DEFENDANTS JOHN D. DALEN AND
JULIE A. DALEN'S REQUEST FOR
ADMISSIONS**



TO: JOHN D. DALEN AND JULIE DALEN, PRO SE DEFENDANTS:

Pursuant to Rule 36 of the South Carolina Rules of Civil Procedure, Plaintiff responds to Defendants John d. Dalen and Julie A. Dalen's Request for Admissions as follows:

REQUEST 1

Admit or deny that Bank of America, N.A. is a servicer of the promissory note of the subject loan.

RESPONSE 1

Plaintiff admits that it is a servicer of the promissory note of the subject loan.

REQUEST 2

Admit or deny that the Defendant's loan has been securitized.

RESPONSE 2

Plaintiff denies that the Defendant's loan has been securitized.

REQUEST 3

Admit or deny that Bank of America, N.A. is not the real party of interest in this controversy.

RESPONSE 3

Plaintiff denies that it is not the real party of interest in this controversy.

REQUEST 4

Admit or deny that Bank of America, N.A. is a debt collector and not the original creditor.

RESPONSE 4

Plaintiff denies that it is a debt collector, and admits that it is not the original creditor, but that it is the assignee of the original creditor's interests.

KORN LAW FIRM, P.A.


Dean A. Hayes, SC Bar No: 66066
1300 Pickens Street
Post Office Box 12369
Columbia, SC 29211-2369
Telephone: (803) 252-5817
Facsimile: (803) 231-2060
ATTORNEYS FOR PLAINTIFF

February 23, 2012
Columbia, South Carolina
N:\PDF\10-08733

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

Bank of America, N.A. Successor by merger to
BAC Home Loans Servicing, L.P. F/K/A
Countrywide Home Loans Servicing, L.P.,

PLAINTIFF,

v.

John D. Dalen, Julie A. Dalen, Wawtockace Hills
Property Owners Association,

DEFENDANTS.

IN THE COURT OF COMMON PLEAS

C/A No.: 2011-CP-37-1056

CERTIFICATE OF SERVICE

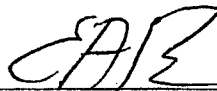
F11-04694

I, Elizabeth Perkins, an employee of the Korn Law Firm, P.A., attorneys for Plaintiff in the above-captioned action, certify that **PLAINTIFF'S RESPONSE TO DEFENDANTS JOHN D. DALEN AND JULIE A. DALEN'S REQUEST FOR ADMISSIONS** was served on Pro Se Defendants by causing a copy of the same to be deposited into the United States Mail, addressed as follows:

John D. Dalen
Julie A. Dalen
109 Wood Valley Dr.
Westminster, SC 29693
PRO SE DEFENDANTS

this 23rd day of February, 2012.

KORN LAW FIRM, P.A.



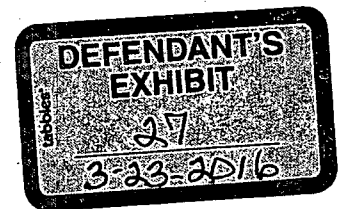
Elizabeth Perkins
Paralegal to Dean A. Hayes

Columbia, South Carolina
F10-08733

REVISED EXHIBIT 2 TO
COUNTER DEFENDANT'S
MEMORANDUM IN SUPPORT
OF MOTION FOR SUMMARY
JUDGMENT -

Transcript of the Testimony of **ZACHARY CHROMIAK**

Date: September 12, 2014



CREEL COURT REPORTING, INC.
Condensed Transcript and Word Index

1230 Richland Street
Columbia, SC 29201
Phone: (803) 252-3445 / (800) 822-0896
Fax: (803) 799-5668
Email: contact@creelreporting.com
Internet: www.creelreporting.com

Page 1		Page 3	
1	STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS	1	ZACHARY CHROMIAK, having been duly sworn, deposes and
2	COUNTY OF OCONEE) C/A #: 2011-CP-37-1056	2	testifies as follows:
3		3	MR. CHROMIAK - EXAMINATION BY MR. SLOAN:
4	Bank of America, N.A., Successor)	4	Q: Mr. Chromiak, what's your full name?
5	by merger to BAC Home Loans)	5	A: Zachary Chromiak.
6	Servicing, L.P.,)	6	Q: Okay. Can you spell your last name please?
7	Plaintiff,)	7	A: C-H-R-O-M-I-A-K.
8	v.)	8	Q: Thank you. May I call you Zach or Zachary?
9	John D. Dalen, Julie A. Dalen,)	9	A: Yes.
10	and Wawtackace Hills Property)	10	Q: Okay. Thank you. And you work for Bank of
11	Owners Association,)	11	America?
12	Defendants.)	12	A: Correct. Bank of America, N.A.
13		13	Q: Bank of America N.A. And what do you do for
14	DEPOSITION OF	14	them?
15	ZACHARY CHROMIAK	15	A: I'm an assistant vice president, mortgage
16	*****	16	resolution associate.
17	Friday, September 12, 2014	17	Q: Okay. And where are you based out of?
18	3:57 p.m. - 4:56 p.m.	18	A: I'm based out of the Pittsburgh office.
19		19	Q: Okay. All right. And have you ever given a
20	The deposition of ZACHARY CHROMIAK, taken on	20	similar type of deposition before today?
21	behalf of the Defendant at the Korn Law Firm, P.A.,	21	A: Yes.
22	1300 Pickens Street, Columbia, South Carolina, on the	22	Q: Okay. I'm not going to do the spiel. And have
23	12th day of September, 2014 before M. Sean Cary,	23	you had a chance to review records of, we'll
24	Court Reporter and Notary Public in and for the State	24	just call it the Dalen loan, prior to your
25	of South Carolina, pursuant to Notice of Deposition	25	coming to give this testimony today?
	and/or agreement of counsel.		
Page 2		Page 4	
1	APPEARANCES	1	A: Yes.
2	Dean A. Hayes, Esquire	2	Q: Okay. What documents did you review in
3	KORN LAW FIRM, P.A.	3	preparation for today?
4	1300 Pickens Street	4	A: I reviewed information contained within our
5	Columbia, South Carolina 29201	5	electronic system of record. I reviewed it,
6	Attorney for the Plaintiff	6	including copies of the Note and Mortgage, the
7	William H. Sloan, Esquire	7	Notice of Intent to Accelerate. I ordered the
8	SLOAN LAW FIRM, P.A.	8	payment history and reviewed that. And that's
9	1055 North Main Street, Suite F	9	it.
10	Summerville, South Carolina 29483	10	Q: Okay. I didn't want to --
11	Attorney for the Defendants	11	A: I was still thinking.
12	Also Present:	12	Q: I thought you were. Okay. All right.
13	Bob Jackman, Law Clerk for Dean A. Hayes	13	A: I also reviewed some pleadings.
14	Spencer Reed, Attorney with William H. Sloan	14	Q: Okay. Well we certainly reviewed the Answer
15	John D. Dalen, Defendant	15	and Counterclaim very thoroughly today. Let's
16	Julie A. Dalen, Defendant	16	see. Where is Plaintiff's One, the Note. That
17	INDEX	17	was going to be my number one. Zach, I'm
18	MR. CHROMIAK: PAGE	18	showing you Plaintiff's Exhibit One for the
19	MR. SLOAN: EXAMINATION: 3	19	Dalens. Do you recognize that as the
20	MR. HAYES: EXAMINATION: 44	20	Promissory Note?
21	Signature: 47	21	A: Yes, a copy of which.
22	Certificate: 48	22	Q: Okay. And the original of which is with this
23		23	file. Can you turn to page three please? I
24	EXHIBITS	24	direct your attention, under Mr. Dalen's
25	Defendant's Exhibit Number One 8	25	signature, on the left hand side starting,
	(Notice of Intent to Accelerate)		
	Defendant's Exhibit Number Two 14		
	(Copy of Assignment of Mortgage)		
	STIPULATIONS		
	It is stipulated and agreed that this		
	deposition is being taken pursuant to the South		
	Carolina Rules of Civil Procedure.		
	It is stipulated by and between counsel and the		
	witness that the reading and signing of the following		
	deposition be, and the same are, hereby not waived.		
	Signature sheet is attached at page 47.		

Page 5

1 "without recourse". Can you explain what that
2 is?
3 A: Sure, that is an endorsement from the original
4 lender, Quicken Loans, to Countrywide Bank,
5 FSB.
6 Q: Okay. I'll know the answer, but I'll ask
7 anyway. You have no personal knowledge that
8 this endorsement was made, do you?
9 A: No, I wasn't there.
10 Q: Okay. Did you -- in reviewing the records, did
11 you see when that endorsement was made from
12 Quicken to Countrywide?
13 A: There wouldn't be a specific date of
14 endorsement, no.
15 Q: Okay. So in your review of the business
16 records, you would have no personal knowledge,
17 no idea, as to when that endorsement was made?
18 A: Correct. There's no business record that
19 states definitively that the endorsement was
20 placed on a certain date.
21 Q: Okay. I direct your attention now to, "pay to
22 the order of without recourse". Would that be
23 fair and accurate to say that that's a second
24 endorsement of Mr. Dalen's Promissory Note?
25 A: Yes.

Page 6

1 Q: Okay. And I'll run through the brief litany of
2 questions though, just to ask you about the
3 first endorsement. Did you see any business
4 records as to when that endorsement was made?
5 A: For that particular endorsement, there wouldn't
6 be a record that's definitively stated. The
7 bank endorsement was placed on this date.
8 However, it was -- the Note was received, like,
9 I believe, on January 14th, 2008. Based on
10 policy and procedure, policy and procedure
11 states that the endorsement is to be placed
12 upon storage.
13 Q: Okay.
14 A: So it would have been around that time, but the
15 specific date would not be mentioned.
16 Q: Okay. But that's -- that's just the normal
17 policy and procedure with regards to the
18 collection and storage of Promissory Notes?
19 A: That's correct.
20 Q: Okay. But there's nothing in the business
21 records which state what happened specifically
22 with this original Promissory Note?
23 A: Well, as -- your question was nothing that
24 states what happens specifically with the Note,
25 there are itemizations that show that the Note

Page 7

1 was placed in storage on a certain date and
2 that the bank received the Note on a certain
3 date. But if you're referring to the
4 endorsement, then the endorsement of the Note
5 was not specifically dated in the system.
6 Q: Okay. I appreciate your clarification on that.
7 Plaintiff's Two. I'm done asking questions
8 about --
9 A: I just wanted to look at something.
10 Q: Oh, sure. I don't want to rush you.
11 Plaintiff's Two, do you identify that as a copy
12 of the Mortgage of this matter?
13 A: Yes.
14 Q: Okay. Can you turn to page 13 of the Mortgage,
15 please?
16 A: The 13th page of the exhibit or the one that
17 actually has page 13 on it?
18 Q: I'm sorry, you've got it.
19 A: I just wanted to make sure it's the same.
20 Q: Okay. Are you familiar with the standard form
21 Mortgage, the type that's in front of you?
22 A: I'm familiar with this form of Mortgage. I
23 wouldn't call it necessarily the standard form.
24 Q: Okay.
25 A: But I've seen this Mortgage quite often.

Page 8

1 Q: Okay. I direct your attention to the top of
2 page 13, number 22, "Acceleration Remedies".
3 Are you well familiar with that item which
4 talks about the procedures which are required
5 to accelerate and give the Dalens a right to
6 cure the -- any missed payments?
7 A: Could you read that question back?
8 Q: Let me try again. Are you familiar with the
9 requirements that item 22 in the Mortgage gives
10 to Bank of America as the servicer prior to
11 foreclosing on a Mortgage?
12 A: Yes.
13 Q: Okay. Number 22 speaks for itself, so I'm not
14 going to ask him to sit and read it. Speaks
15 for itself. Okay. Now, I've got one of my --
16 Chromiak One.
17 (Defendant's Exhibit Number One was marked for
18 identification purposes.)
19 Q: I'm sure you've got it in your file, but you've
20 got a copy of it in front of you. I've handed
21 to you what our court reporter has identified
22 as Chromiak One. Can you identify that
23 document for me, please?
24 A: This appears to be one page of the Notice of
25 Intent to Accelerate.

2 (Pages 5 to 8)

Page 9

Page 11

1 Q: Okay. Now --
 2 A: The main body of it.
 3 Q: Okay. Now, are you -- I wasn't even thinking
 4 about asking you this; but does the Notice of
 5 Intent to Accelerate, that type of letter,
 6 typically have more than one page?
 7 A: Not the information contained therein, there
 8 would just be a cover page, I believe, and it's
 9 off of -- it's also followed by -- I think one
 10 blank page is inserted as well.
 11 Q: Oh, okay.
 12 A: But the cover page has the mailing information.
 13 Q: Okay. All right. I see that this letter, at
 14 the top of the letter, is dated December 17th,
 15 2010. Would there be any reason to think that
 16 this letter was not mailed out December 27th --
 17 excuse me, December 17th, 2010?
 18 A: Not that I've seen.
 19 Q: Okay. And where would this letter typically be
 20 sent out of? Where would it be mailed from?
 21 A: Typically it's mailed to the property address;
 22 unless another address has been specified.
 23 Q: I'm sorry, I didn't -- I'm sorry. Where would
 24 the letter be mailed from, from the Bank of
 25 America? Where would it be mailed from, from

Page 10

1 the Bank of America offices?
 2 A: I believe it's -- in my experience, it's mailed
 3 by a third party vendor.
 4 Q: This was mailed by a third party vendor?
 5 A: Yes. The information is compiled from within
 6 Bank of America systems, it's merged with Bank
 7 of America templates and then it's mailed by a
 8 third party vendor.
 9 Q: Okay. What third party -- do you know --
 10 A: I don't.
 11 Q: Okay. There's nothing in the business records
 12 which state this was -- of what vendor --
 13 A: I don't know who the third party vendors are.
 14 Q: Okay. So, you don't know the vendor. And so
 15 you would have no idea where this letter was
 16 mailed out of -- from? You would have no idea
 17 --
 18 A: I have no idea what person completed the
 19 mailing process. The information in the letter
 20 is compiled from Bank of America's records and
 21 the return address is placed on it as well.
 22 Q: You've already answered a question I would have
 23 asked. You don't know the person and you don't
 24 know the location, the physical location, where
 25 this letter was allegedly mailed from, is that

1 --
 2 A: Correct.
 3 Q: Okay. If you don't know something, then I'm
 4 not going to ask you to guess. But there's no
 5 reason to think that this letter was sent any
 6 earlier than December 17th, 2010, the date of
 7 the letter? Is there any reason why it would
 8 have been mailed earlier with a different date?
 9 A: There very well could have been a similar
 10 letter sent earlier if there was a default that
 11 had to be noticed, a right to cure that had to
 12 be delivered and a time to cure that default
 13 specified.
 14 Q: Okay. And --
 15 A: And this would be the operative breach letter
 16 -- or the operative Notice of Intent to
 17 Accelerate.
 18 Q: Okay. And in your review of the business
 19 records, did you see any evidence of any
 20 letter, right to cure letter, sent prior to
 21 this letter?
 22 A: I don't recall seeing any other letter. This
 23 is the one -- I looked at the -- I look at our
 24 business records for the operative breach,
 25 which is the breach that we are foreclosing on.

Page 12

1 Q: Okay.
 2 A: And then I find the letter that corresponds
 3 with that day and that would be this particular
 4 letter.
 5 Q: Okay. Very good.
 6 A: But I don't recall seeing any other ones.
 7 Q: Okay. I'm going to ask you real quick to look
 8 at Plaintiff's Four, which appears to be a
 9 response of the -- which according to the
 10 testimony of Mr. Dalen, and possibly of Ms.
 11 Dalen as well, is a response to an FDCCA
 12 letter. Now, according to this letter Fannie
 13 Mae purports to be the owner of the Note as of
 14 this letter, December 6th, 2011. Would that be
 15 fair, accurate to say?
 16 A: Well, I believe we purported that Fannie Mae --
 17 yeah, that we're servicing on behalf of the
 18 owner, Fannie Mae.
 19 Q: Okay. And according to your review of the
 20 business records, when did Fannie Mae purchase
 21 this loan? Is that in --
 22 A: I don't want to get into the -- necessarily the
 23 purchase agreement because I'm not entirely --
 24 I don't know how that went down.
 25 Q: I understand.

3 (Pages 9 to 12)

Page 13

1 A: But they became the investor, that's how I
 2 would describe it. They became the investor in
 3 January of 2008.
 4 Q: Okay. So according to your review, they became
 5 the investor January of 2008?
 6 A: The beneficial owner of the Note, right.
 7 Q: Okay. Okay.
 8 A: It was, I want to say -- let's see. We
 9 received it January 14th, 2008, I believe,
 10 Fannie Mae became the investor -- I know it was
 11 before the first payment was due, February 1st,
 12 2008.
 13 Q: Okay.
 14 A: So it was between the date of receipt and
 15 February of 2008. That's when Fannie Mae
 16 became the owner.
 17 Q: Okay. And now you've mentioned, and it's also
 18 mentioned in the letter, the word owner, and
 19 then you also mentioned in the answer to the
 20 last question, investor. Is there any
 21 significant difference between the word owner
 22 and investor when we're talking about this Note
 23 and Mortgage?
 24 A: I'm not going to make legal conclusions, but
 25 when I say -- if you were to ask me who owns

Page 14

1 the Note, I would say Fannie Mae.
 2 Q: Okay.
 3 A: Bank of America is the servicer and holder of
 4 the Note, and has the right to enforce.
 5 Q: Okay. So tying that in, going back to the
 6 right to cure letter, December 17th. So on
 7 December 17th, 2010, when this letter went out,
 8 this letter went out from Bank of America with
 9 the help of a third party vendor for the
 10 benefit of Fannie Mae, the owner of the Note?
 11 A: Correct. That's one of the main functions of
 12 the servicer is to enforce the Note and
 13 Mortgage.
 14 Q: And Bank of America and its predecessor,
 15 Countrywide, have serviced the Dalen's loan
 16 since before the first payment?
 17 A: Since January 14th, 2008.
 18 Q: Okay. All right. Let's get into -- Okay.
 19 (Defendant's Exhibit Number Two was marked for
 20 identification purposes.)
 21 Q: Chromiak Two, the Assignment of Mortgage, I
 22 know we've got it, but do you have it handy?
 23 A: I do.
 24 Q: Okay. All right Zach, Chromiak Two. Can you
 25 identify that?

Page 15

1 A: This appears to be an Assignment of Mortgage
 2 from MERS as nominee for Quicken loans, the
 3 original lender, to BAC Home Loan Servicing,
 4 LP, formerly known as Countrywide Servicing,
 5 LP.
 6 Q: Okay. Did you review the Assignment of
 7 Mortgage when you prepared for this deposition?
 8 A: I believe I saw the Assignment of Mortgage,
 9 yes.
 10 Q: Okay. Did you have any personal knowledge or
 11 any involvement in the preparation, signing,
 12 recording of this Assignment of Mortgage?
 13 A: No, I did not.
 14 Q: Okay. Now, you had testified that Fannie Mae
 15 has been the owner of the Mortgage since before
 16 the first payment in January of 2008, right?
 17 A: I testified they were the owner of the Note.
 18 Q: Okay.
 19 A: I don't -- you can't own a Mortgage. The
 20 Mortgage follows the Note.
 21 Q: I don't want to put words into your mouth, so
 22 I appreciate that. And does this -- does this
 23 assignment purport to have signed the Note and
 24 the Mortgage? That's the way I read it. All
 25 beneficial interests under that certain

Page 16

1 Mortgage described below together with the
 2 Note.
 3 A: It states that the undersigned "does hereby
 4 grant, sell, sign, transfer and convey", then
 5 I'm paraphrasing, I'm skipping some third
 6 parties. All beneficial interests under that
 7 certain Mortgage described below, with the
 8 Notes and the obligations therein described,
 9 "and money due and to become due thereon with
 10 interest and all rights accrued or to accrue
 11 under said Mortgage".
 12 Q: Okay. But according to your records, Fannie
 13 Mae has owned the Note and the Mortgage since
 14 January 2008?
 15 A: Yes.
 16 Q: Okay. And this assignment -- the assignment
 17 was -- it looks like the assignment was dated
 18 May 9th, 2011. Is there any reason to think
 19 that date is inaccurate in any way?
 20 A: No.
 21 Q: Okay. And I see that the Mortgage was --
 22 excuse me, the Assignment of Mortgage was
 23 subsequently recorded just a week later on May
 24 16th.
 25 A: That's right.

4 (Pages 13 to 16)

Page 17

Page 19

1 Q: Okay.
 2 A: It says that.
 3 Q: Do you personally know Youda Crain, the
 4 assistant secretary who signed this Mortgage?
 5 A: No.
 6 Q: Okay. As far as you know, is she an employee
 7 of Bank of America?
 8 A: Not that I know.
 9 Q: Okay.
 10 A: Or, I don't know.
 11 Q: Okay. And did -- in your review of the
 12 business records, did Bank of America request
 13 this preparation of the assignment of Mortgage?
 14 A: I didn't review that particular aspect, no.
 15 Q: Okay. All right. I direct your attention to
 16 the upper left hand corner of the Mortgage
 17 assignment. It says recording requested by
 18 Bank of America, prepared by Debbie Nieblas,
 19 and then it has a 888 number. Now, would that
 20 -- do you know if that's a Bank of America
 21 telephone number?
 22 A: I couldn't say for sure.
 23 Q: Okay. But when Bank of America gets prepared
 24 to file a foreclosure, would they have
 25 requested such an assignment of Mortgage?

Page 18

1 A: To answer generally, in cases that I have
 2 reviewed, generally it is common practice to
 3 record an Assignment of Mortgage to a party
 4 with -- the current party with the right to
 5 enforce the provisions of the Note and Mortgage
 6 as a record keeping tool.
 7 Q: I've seen previous foreclosures and I've
 8 defended those brought in the name of Fannie
 9 Mae; why would Fannie Mae not bring this action
 10 in their own name and assign this Note and
 11 Mortgage in the name of Bank of America?
 12 A: I can't -- I can't speak as to the decisions
 13 that -- or to why Fannie Mae operates a certain
 14 way. In the cases that I have worked on, it's
 15 brought in the name of the servicer.
 16 Q: Okay. Okay. Is there any reason why the
 17 assignment of mortgage to Fannie Mae would not
 18 have been recorded back in 2008 when they
 19 became the owner?
 20 A: I don't know.
 21 Q: Okay. If you don't know, you don't know.
 22 A: I can only speak -- I can't speak specifically
 23 to that case, I can only speak generally.
 24 Q: I understand. Does Bank of America have the
 25 authority on behalf of Fannie Mae to modify

1 this loan?
 2 A: I can't -- as I sit here, I can't answer the
 3 specific delegations as to the modification of
 4 the loan.
 5 Q: Okay.
 6 A: Bank of America is fully capable of reviewing
 7 for and assisting with the modification of the
 8 loan.
 9 Q: Okay.
 10 A: As far as any final approvals, that's something
 11 I would have to review.
 12 Q: Of course. Let me direct your attention back
 13 to, I think, Number Five. This is the Dalen
 14 Exhibit Number Five. I'm going to cut to the
 15 chase because I know you've got to get going.
 16 Could you read -- after you've had a chance to
 17 look at the whole thing, could you read letter
 18 B right there for me, please? The name of the
 19 creditor.
 20 A: Sure. The name of the -- this is Section B,
 21 page two, John Dalen Five. "The name of the
 22 creditor to whom the debt is owed: FNMA AA
 23 MSTR/SUB CW BANK. Please Note that unless Bank
 24 of America, N.A. is listed in 2(b) as the
 25 creditor of your loan", Bank of America does

Page 20

1 not own your loan -- or, I'm sorry. "Bank of
 2 America N.A. does not own your loan and only
 3 services your loan on behalf of your creditor,
 4 subject to the requirements and guidelines of
 5 your creditor."
 6 Q: Okay. The name of the creditor has FNMA, which
 7 I'm certain is Fannie Mae, what do those other
 8 letters after this AA MSTR/SUB CW BANK mean?
 9 Do you have any idea?
 10 A: I don't know for sure.
 11 Q: Okay. Now this letter is not dated, but it
 12 says effective July 1st. It looks like Bank of
 13 America N.A. bought out or absorbed BAC, would
 14 that be accurate to say?
 15 A: Yeah, BAC Home Loan Servicing LP merged into
 16 with the parent company, Bank of America N.A.
 17 on that date, effective that date.
 18 Q: Okay. So, would this letter typically be sent
 19 out to the homeowner 30 days prior to that
 20 change of status?
 21 A: I can't say for certain as to the exact time
 22 that it would be sent out, but --
 23 Q: Okay.
 24 A: -- it would be sent out prior to that merger.
 25 Q: Would it have been sent out shortly prior to

5 (Pages 17 to 20)

Page 21

1 the merger? Maybe a month prior? Would that
 2 -- I'm asking you to guess. That letter would
 3 have been sent out before July 1st, 2011?
 4 A: Yes.
 5 Q: Okay. But without getting into specific dates,
 6 it wouldn't have been sent a year before?
 7 Would it have been sent a year before?
 8 A: I don't know.
 9 Q: Okay.
 10 A: If the merger had been negotiated -- it would
 11 have been sent sometime between when the merger
 12 was finalized and when the effective date
 13 occurred.
 14 Q: Okay. That's --
 15 A: I don't know when that -- those negotiations
 16 happened.
 17 Q: I understand. I appreciate you answering these
 18 questions the best you can. Now, this letter
 19 does state the owner of the Mortgage is Fannie
 20 Mae, blah blah, et cetera, et cetera. In
 21 reviewing the records of the Dalen file, was
 22 there ever any other notice sent to the Dalens
 23 prior to this letter which tell the Dalens that
 24 Fannie Mae is the owner of their Mortgage?
 25 A: I -- well, not that I've seen, but I would have

Page 22

1 to review every document that was sent, or all
 2 the correspondence, which I didn't. I didn't
 3 review all correspondence, but from what I have
 4 reviewed, I have not seen.
 5 Q: Okay. And the document speaks for itself, but
 6 Chromiak One, the acceleration letter, is there
 7 anything on this letter which I'm missing or
 8 which the Dalens would be missing, which says
 9 that Fannie Mae owns their Mortgage and that
 10 they need to pay up to Fannie Mae to get this
 11 loan current?
 12 A: I doubt it. Let me check. No, I don't believe
 13 it says anything about Fannie Mae.
 14 Q: Okay. In your review of the records, did
 15 Fannie Mae securitize this Note and Mortgage of
 16 the Dalens?
 17 A: I don't know.
 18 Q: Okay. And I don't even -- even I don't
 19 completely understand, but you understand what
 20 I'm saying, securitized, securitized the
 21 Mortgage and had investors?
 22 A: Well, they would securitize the Note. The
 23 Mortgage is a -- it follows the Note.
 24 Q: Okay. So --
 25 A: It's a security instrument that provides for

Page 23

1 repayment of the Note if in fact it is not
 2 paid.
 3 Q: Certainly.
 4 A: So they go together.
 5 Q: Absolutely. But there was nothing you saw in
 6 the file which Fannie Mae securitized this
 7 Note?
 8 A: I understand that is a practice of Fannie Mae,
 9 to me it says investor Fannie Mae, it has a
 10 investor line, which is what you pointed out in
 11 Exhibit Dalen Five. And then it says,
 12 foreclosure name Bank of America, title Fannie
 13 Mae, but as far as securitization...
 14 Q: Is there typically anything in the file which
 15 says that the loan has been securitized?
 16 A: It -- I believe there's access to -- and let's
 17 take for instance a loan that's been placed in
 18 a trust. You can find this pooling and
 19 servicing agreement for instance, that would be
 20 a record of securitization. Something that we
 21 might have.
 22 Q: But did you review the pooling and servicing
 23 agreement?
 24 A: I didn't see the pooling and servicing
 25 agreement for this loan.

Page 24

1 Q: Okay.
 2 A: If there is one.
 3 Q: Is there -- I've seen a previous deposition and
 4 some other things, there are sometimes two
 5 files. Is there a securitization file and a
 6 servicing file?
 7 A: I'm not sure what you're referring to.
 8 Q: Okay. Would there be an additional file that
 9 you may not have access to which talks about
 10 the securitization and the ownership of the
 11 Note and Mortgage?
 12 A: No.
 13 Q: Okay. Okay. Did you have access to everything
 14 that you needed to prepare for this deposition
 15 and everything in that one single file?
 16 A: Yes, I believe so.
 17 Q: Okay. Does Bank of America have any contact
 18 with the investors of the mortgage trust, if
 19 any, that's part of this, that the Dalen loan
 20 is part of?
 21 A: The only investor that I know of is Fannie Mae.
 22 Q: Okay.
 23 A: And that -- and contact with Fannie Mae would
 24 be on a case by case basis. So if it was to
 25 effect a loan mod or some other aspect of the

6 (Pages 21 to 24)

Page 25

Page 27

1 servicing that required Fannie Mae's attention,
 2 then there might be contact, but that would be
 3 the only investor I would contact in this file.
 4 Q: Okay. Does the file indicate the attempts at
 5 loss mitigation that were made between the
 6 Dalens and Bank of America prior to, I think it
 7 was June of 11, the foreclosure suit being
 8 filed?
 9 A: It would, yes.
 10 Q: Okay. Is there any mention in the notes of the
 11 file of the conversation that Mr. and Mrs.
 12 Dalen had with the loan officer whose name they
 13 can't remember in Seneca?
 14 A: No, not that I've seen.
 15 Q: Okay. Would there be any notes which refer to
 16 their two trips to Atlanta and one trip to
 17 Charlotte in attempts to mitigate the loan?
 18 A: There -- I didn't see any, but there might be.
 19 Q: Okay.
 20 A: I mean -- I haven't seen anything else to that
 21 effect.
 22 Q: Okay. Have you seen the servicing agreement
 23 between -- the serv- -- the contract between
 24 Bank of America and Fannie Mae with regards to
 25 the Dalen's loan?

Page 26

1 A: I have seen a contract between -- I've seen the
 2 Fannie Mae servicing agreement before. I don't
 3 have any idea whether it was specific to this
 4 loan.
 5 Q: Okay. So there was nothing in the file with
 6 regards to the specific protocols, procedures
 7 with regards to the Dalen loan?
 8 A: There wouldn't -- I haven't reviewed a specific
 9 agreement to this specific loan, but there --
 10 I've seen Fannie Mae agreements, servicing
 11 agreements, with Bank of America and previously
 12 Countrywide that would govern the servicing of
 13 their loans. Loans where they are the
 14 investor.
 15 Q: Okay. When you -- in your file, do you have
 16 the -- do you know what I mean when I'm
 17 referring to the loan underwriting file?
 18 A: No.
 19 Q: Okay. When I speak about the loan underwriting
 20 file, I'm talking about the procedure that
 21 Quicken's ---
 22 A: The origination file?
 23 Q: Yes. Do you have that in your file? Did you
 24 review those records prior to today?
 25 A: I only briefly looked at the origination

1 documents and that was -- I believe I limited
 2 it to the Note and Mortgage.
 3 Q: Okay.
 4 A: I didn't review the loan application or any
 5 sort of underwriting documents that may have
 6 been there from Quicken. But generally, we
 7 wouldn't see procedures from the origination
 8 file --
 9 Q: Okay.
 10 A: -- unless we originated it.
 11 Q: Oh, sure, sure. So, with your file with the
 12 Bank of America records, there's only a single
 13 file. There's no collateral file or any sort
 14 of additional file with any other information?
 15 A: Well, there would be a collateral file. It
 16 would contain the original Note and Mortgage
 17 and title policy.
 18 Q: Okay. But it wouldn't have any additional
 19 documents. Would it have any additional
 20 documents that are not in the file that you had
 21 a chance to review prior to today?
 22 A: I don't think so.
 23 Q: Okay. Prior to Bank of America agreeing to
 24 take over the servicing of the loan, was that
 25 already in place on December 20th, 2007, the

Page 28

1 date that the closing took place?
 2 A: Was what in place?
 3 Q: On the date the closing took place, December
 4 20th, 2007, two or three weeks before Bank of
 5 America took over the servicing ---
 6 A: Well, Countrywide. It would have been
 7 Countrywide at the time. Sorry.
 8 Q: Excuse me, Countrywide. Had Countrywide
 9 already agreed with Bank of America to service
 10 this loan?
 11 A: Countrywide and Bank of America didn't begin
 12 merging until July of 2008.
 13 Q: Okay. I'm sorry. Did Countrywide already
 14 agree to service this loan, was this agreement
 15 already in place with Fannie Mae on the date of
 16 the closing?
 17 A: I don't know.
 18 Q: Okay. So there's nothing in the file prior to
 19 that date -- did you say January 14th, January
 20 7th, 2008?
 21 A: January 14th is when the Countrywide --
 22 Countrywide Home Loan Servicing and Countrywide
 23 Bank would have received the Note and entered
 24 it into the Countrywide electronic system,
 25 which is now the Bank of America electronic

7 (Pages 25 to 28)

Page 29

Page 31

1 system of record.
 2 Q: Okay. Would the Dalens have already been
 3 instructed at closing to go ahead and make
 4 their first payment to, at the time,
 5 Countrywide?
 6 A: I don't know.
 7 Q: Okay. That wasn't in the file?
 8 A: Not that I've reviewed.
 9 Q: I understand.
 10 A: I didn't see that.
 11 Q: Do you know what a securitization prospectus
 12 is?
 13 A: No.
 14 Q: Okay. Do you know what a credit default swap
 15 is?
 16 A: I've heard of it, I don't know what it is.
 17 Q: Okay. Do you know what an LPMI policy is?
 18 A: I believes that's a lender placement mortgage
 19 insurance policy.
 20 Q: Yes, are you familiar with that?
 21 A: I believe it's a certain amount -- a certain
 22 amount of money needs to be put down, if it's
 23 not put down then mortgage insurance is applied
 24 that has to be paid for some amount of time and
 25 then those premiums are no longer required.

Page 30

1 Q: Was Mortgage insurance part of this loan?
 2 A: I'd have to review the payment history.
 3 Q: Okay.
 4 A: I can't say for sure. Yes.
 5 Q: Oh, okay. And what was -- and that's in
 6 Plaintiff's Three?
 7 A: Yes.
 8 Q: Okay.
 9 A: It looks like there were monthly payments of
 10 \$77.19 for PMI.
 11 Q: Okay. Would Fannie Mae have bought any other
 12 type of insurance to protect themselves from
 13 the default of the -- of the potential default
 14 of the Dalens at the time the loan was
 15 originated?
 16 A: I don't know.
 17 Q: That wouldn't be in the file you have access
 18 to?
 19 A: No, I didn't see it.
 20 Q: Okay. Do you know about mortgage electronic
 21 registration system? MERS?
 22 A: Yes.
 23 Q: Okay. Can you briefly describe it for me?
 24 A: Sure. MERS is a -- mortgage electronic
 25 registration systems, referred to as MERS, is

1 a corporation that acts as a nominee for the
 2 lender, it's future successors and assigns.
 3 Basically, what that means is they are the
 4 mortgagee of record. When it becomes necessary
 5 to enforce, generally they, it is assigned out
 6 to the party who's able to enforce the Note and
 7 the Mortgage. It's a way -- it doesn't record
 8 every -- the Note can be moved -- the Note will
 9 be moved by endorsement, by equitable transfer,
 10 and the Mortgage will follow it; and then at
 11 some point in the public record it will be
 12 placed when it needs to be.
 13 Q: Okay.
 14 A: It's a way to not memorialize every movement of
 15 the Note.
 16 Q: Okay. So it's a way to allow, for example, and
 17 aid to see transfer of a Note and Mortgage.
 18 Let's say Quicken originated it, originated the
 19 loan, based on looking at the Note and then it
 20 was Countrywide took over the servicing; so,
 21 having MERS would allow the persons who can
 22 enforce the Note and Mortgage to skip a
 23 previous enforcer of the Note and Mortgage, in
 24 this case Countrywide?
 25 MR. JACKMAN: Object to the form.

Page 32

1 A: I wouldn't ever say it was skipping a previous
 2 enforcer. This one went from Quicken to
 3 Countrywide and it's been serviced by
 4 Countrywide ever since.
 5 Q: Okay.
 6 A: Through Bank of America -- Countrywide to Bank
 7 of America by merger.
 8 Q: Sure, sure. I think you've answered this
 9 previously but I want to flesh it out a little
 10 bit. Bank of America got the assignment out of
 11 the MERS system into their name and not into
 12 Fannie Mae because they wanted to bring the
 13 foreclosure in the name of Bank of America?
 14 A: I can't say for certain the impetus for the
 15 Assignment of Mortgage, what it means, what it
 16 says, only that it's public record that Bank of
 17 America has the right to enforce the Note and
 18 Mortgage.
 19 Q: Okay. You mentioned the word nominee, which is
 20 listed on page one of the Mortgage, where MERS
 21 is the nominee for, at the time, Quicken loans.
 22 Can you define nominee for me as Bank of
 23 America would understand that on that Mortgage,
 24 tied in with the MERS?
 25 A: Just the mortgagee of record.

8 (Pages 29 to 32)

Page 33

Page 35

1 Q: Okay. What exactly does the term nominee mean
2 when we're talking about MERS and the Quicken
3 Loans, Bank of America?
4 A: It's in name only.
5 Q: It's a name only?
6 A: In name only. Right.
7 Q: Okay.
8 A: The Mortgagee of record for the original
9 lender, who owns the Note and Mortgage.
10 Q: Okay. And you have said that the Mortgage
11 follows the Note? I think you've said that a
12 couple of times.
13 A: Unequivocally.
14 Q: Okay. Then why is it necessary -- if that's
15 true, then why is it necessary to also have a
16 Mortgage assignment prior to bringing the
17 foreclosure?
18 A: Well, I never actually said that was necessary,
19 but the Mortgage is -- it's public record.
20 It's recorded in the public records. The Note
21 is not, necessarily.
22 Q: Okay. That's a fair answer. Let me rephrase
23 the question. Why, if it's -- if the Mortgage
24 assignment is not necessary, why have one
25 recorded?

Page 34

1 A: Again, it is a way of showing the public record
2 who is enforcing that Mortgage.
3 Q: Okay.
4 A: I don't want to get into the legal of whether
5 it's necessary or not, because I'm...
6 Q: I understand.
7 A: I don't know, so.
8 Q: I respect that. Do you still have that
9 mortgage assignment in front of you?
10 A: Probably.
11 Q: Okay. Oh, there it is. Super. Great. I
12 would direct your attention to -- it says a
13 MERS -- a Mortgage Electronic Registration
14 System Inc. is executing the Mortgage.
15 A: That's not a Mortgage.
16 Q: Excuse me. Thank you. Assignment of Mortgage.
17 It doesn't say who they're acting on behalf.
18 Who are they acting on behalf of when they
19 executed this Assignment of Mortgage?
20 A: Well, that would -- this Assignment of Mortgage
21 is referring to the Mortgage which states that
22 they were nominee for Quicken Loans Inc., their
23 successors and assigns. And on this document
24 it says original lender, Quicken Loans Inc.
25 Q: Okay. But you told me Quicken Loans was not

1 servicing the loan in 2011, correct?
2 A: No.
3 Q: And neither were they the owner of the Mortgage
4 in 2011?
5 A: You can't own a Mortgage. They weren't the
6 owner of the Note.
7 Q: Excuse me. They were not the servicer of the
8 Note and Mortgage?
9 A: Correct.
10 Q: And neither were they the owner of the Note and
11 Mortgage at the time of this mortgage
12 assignment?
13 A: That's right.
14 Q: Do you know the basis that MERS would have to
15 execute an assignment of mortgage for a company
16 that no longer owned or serviced the Note and
17 Mortgage?
18 A: All right. Well, they -- the documents of
19 origination provide for MERS to be the nominee
20 for the original lender, its successors and
21 assigns. That means the successors and assigns
22 of that original Note. The original Note was
23 transferred via endorsement to Countrywide and
24 then to blank which gives the bearer the right
25 to enforce it and, you know, underneath that

Page 36

1 there was the investor changed to Fannie Mae.
2 At a point it becomes imperative to file a
3 foreclosure if certain circumstances occur, and
4 in order to effect the public record, MERS as
5 nominee for the successor -- or for the lender,
6 Quicken Loans, its successors and assigns,
7 which would then be BAC Home Loan Servicing,
8 formerly known as Countrywide Home Loan
9 Servicing, LP, would record an Assignment of
10 Mortgage into the public record of who the
11 current party and interest to enforce the Note
12 and Mortgage would be.
13 Q: Okay. Do you know what I'm referring to when
14 I talk about the MERS milestone?
15 A: Yes, I've seen MERS milestone reports before.
16 Q: Okay. Have you seen the MERS milestone for
17 this one?
18 A: No.
19 Q: Okay. Okay. Sorry to ask this because you
20 probably don't have it, are you aware that --
21 was Quicken Loans aware of the assignment of
22 mortgage in this matter in 2011, three years
23 after they no longer owned or serviced the Note
24 in this case?
25 A: I don't know.

9 (Pages 33 to 36)

Page 37

Page 39

1 Q: Okay. That's how I expected you to answer
2 that.
3 A: It never hurts to ask.
4 Q: Exactly. That's why we're here. Are you aware
5 of, I'm certain Dean is, the Administrative
6 Order regarding foreclosure actions from South
7 Carolina Chief Justice Toal, May 2, 2011?
8 A: No.
9 Q: Okay. A very brief education for you. It's a
10 requirement -- well, let me ask you this first.
11 Is there any dispute that this is the primary
12 residence of the Dalens?
13 A: I don't believe that -- I believe that this is
14 the primary residence.
15 Q: Okay. The Administrative Order requires
16 lenders and servicers to try to engage
17 foreclosure intervention so homeowners can keep
18 their houses. I already know the answer since
19 you're not even aware of the Order. Does your
20 file indicate the attempts, once the
21 foreclosure suit was filed, to offer the Dalens
22 a chance to intervene and keep their house?
23 A: I didn't review the foreclosure option letter
24 that's usually sent out.
25 Q: Okay.

Page 38

1 A: I didn't review the file for that particular
2 aspect.
3 Q: I understand. I direct your attention briefly
4 back to the acceleration letter, what I call
5 the Right to Cure letter. And this came --
6 okay. This came from Bank of America Home
7 Loans, is that correct?
8 A: Yes, it would have been BAC Home Loan Servicing
9 LP at the date this letter was sent.
10 Q: Okay. Why would it have Bank of America up on
11 top and not BAC?
12 A: Bank of America -- or BAC Home Servicing stood
13 for Bank of America Corporation Home Servicing
14 LP.
15 Q: Okay. But the merger wasn't complete until
16 June 1st, 2011.
17 A: It was an entity merger, it was all the same
18 company.
19 Q: Okay. But you had told me that on December
20 17th, 2010, Fannie Mae was the owner of this
21 Note of the Dalens, correct?
22 A: They were the investor. They were the owner.
23 Bank of America held and serviced it.
24 Q: Okay. Okay. And I already asked you, there's
25 nothing on this letter that says Fannie Mae, so

1 I'm not going to ask that again. With regards
2 to your personal knowledge and review of the
3 file, I asked you a pointed question, now I'm
4 just asking in general; did you see in the file
5 any attempts at loss mitigation, foreclosure
6 intervention prior to the foreclosure suit
7 being filed in June of 2011?
8 A: I can't recall.
9 Q: Okay. And I think you had mentioned this
10 briefly, but I want to pin this down. Fannie
11 Mae has to decide ultimately if the Dalens
12 participate in foreclosure intervention and
13 loss mitigation, et cetera. If they decide to
14 participate in that, Fannie Mae makes the
15 ultimate decision on whether to modify the
16 loan, forebear it or anything like that; is
17 that correct?
18 A: I would have to make sure as to if there were
19 any specific delegations on this loan.
20 Q: Okay.
21 A: But my understanding is final approval for a
22 final permanent modification would be with
23 Fannie Mae.
24 Q: Okay.
25 MR. SLOAN: Can we get that clarified subsequent to

Page 40

1 today as to whether Fannie Mae has to approve
2 any sort of loss mitigation or anything like
3 that?
4 MR. HAYES: I think it depends on what type of loss
5 mitigation you're talking about. If you're
6 talking about a loss mitigation through Fannie
7 Mae, I think it would have to be. If it's non-
8 Fannie Mae, I mean if it's a traditional mod or
9 something like that, then I don't think Fannie
10 Mae would have to approve it. It just depends,
11 I believe.
12 MR. SLOAN: Okay.
13 MR. HAYES: And again, this is, I'm not testifying.
14 MR. SLOAN: And I'm not asking you to.
15 MR. HAYES: And what I say --
16 MR. SLOAN: You're not under oath.
17 MR. HAYES: I'm not positive about this loan, but
18 based on my experience, that's my experience.
19 Some loans you have to go to Fannie Mae for
20 approval and some loans you do not. It depends
21 on what modification, what specific program
22 you're talking about.
23 MR. SLOAN: Okay. You know what, I'll just send
24 you some --
25 MR. HAYES: That's fine.

10 (Pages 37 to 40)

Page 41

Page 43

1 MR. SLOAN: -- additional interrogatories on it.
 2 MR. HAYES: And if you think I misspoke there,
 3 you're welcome to ask.
 4 MR. SLOAN: Yes.
 5 MR. HAYES: But that's my experience.
 6 MR. SLOAN: I appreciate that.
 7 A: Yeah, I mean I did state that I would have to
 8 research the specific delegations, but my
 9 understanding is that --
 10 MR. HAYES: There's so many different programs and
 11 things out there now. This is not 2007. This
 12 is 2014, where you have a number of different
 13 programs and everything. So whether -- I'm
 14 sure it's changed from 2011 when they defaulted
 15 through now.
 16 MR. SLOAN: Right.
 17 MR. HAYES: So, I just think that's a difficult
 18 question for him to answer at this point.
 19 Q: And if you can't answer that -- you said you
 20 didn't know. And if you don't know, you don't
 21 know. Flesh this out a little bit, but I just
 22 want to clarify. You would not have any
 23 knowledge about any sort of sources to protect
 24 Fannie Mae in the event of default, default in
 25 quotes, of the Dalens on non-payment? You

1 way I did.
 2 Q: Okay. If this case ultimately goes to a jury
 3 or a Master-In-Equity, would you be the witness
 4 to testify?
 5 A: I would do everything in my power to make that
 6 the case.
 7 Q: Okay.
 8 A: That makes things very easy.
 9 Q: Yes, on both ends. Yours and mine. And I'm
 10 sorry if I've asked you this earlier, Youda
 11 Crain, the woman who signed the Assignment of
 12 Mortgage, you don't know her personally?
 13 A: I don't.
 14 Q: You don't know if she's an employee of Bank of
 15 America?
 16 A: I do not.
 17 Q: And you have no idea what her status was with
 18 MERS on May 9th, 2011?
 19 A: All I know is she signed in the capacity of
 20 assistant secretary of MERS.
 21 Q: What you're saying is the document, the
 22 Assignment of Mortgage, speaks for itself?
 23 A: Correct.
 24 Q: I'm done.
 25 MR. HAYES: I have a few. Just a couple.

Page 42

Page 44

1 wouldn't know about that?
 2 A: Correct.
 3 Q: Okay.
 4 A: I would not.
 5 Q: Are you familiar with the Troubled Asset Relief
 6 Program?
 7 A: TARP.
 8 Q: Yes.
 9 A: Yes.
 10 Q: How would that apply towards any loss
 11 mitigation that would have to be offered to the
 12 Dalens on this property as their primary
 13 residence?
 14 A: I'm not sure the Note applies.
 15 Q: Okay. And why do you think it wouldn't apply?
 16 A: Well, my understanding of TARP is that certain
 17 servicers and organiz- -- or corporations
 18 received funds to implement certain programs.
 19 Those funds, as far as I know, have been repaid
 20 and the programs exist and --
 21 Q: Okay.
 22 A: Yeah,
 23 Q: Got you.
 24 A: I'm not sure as to the Fannie Mae invested
 25 loans and the TARP. That's why I answered the

1 MR. CHROMIAK - EXAMINATION BY MR. HAYES:
 2 Q: Any modification -- is Bank of America free to
 3 modify this loan any way it pleases?
 4 A: No.
 5 Q: Okay. Any modification would have to follow
 6 certain guidelines or regulations set forth by
 7 regulators with Fannie Mae, correct?
 8 A: Correct.
 9 Q: Okay. Is it your experience that Fannie Mae
 10 normally brings foreclosure actions in their
 11 own name? Normally?
 12 A: I have not -- as an employee of Bank of America
 13 I have not been a part of a case with Bank of
 14 America where Fannie Mae has brought a case in
 15 their own name.
 16 Q: Okay.
 17 A: It's always been in BAC, Countrywide or Bank of
 18 America N.A.
 19 Q: Okay. So they let -- Fannie Mae, in your
 20 experience, Fannie Mae let's the servicer,
 21 which collects the payments, bring the
 22 foreclosure action?
 23 A: I would agree, except for the word let's.
 24 Q: Oh, excuse me.
 25 A: My understanding is that it's explicit with the

11 (Pages 41 to 44)

Page 45

- 1 servicers agreement.
- 2 Q: It's a requirement?
- 3 A: It's a requirement of the single family
- 4 servicing guidelines.
- 5 Q: Okay. And this Notice of Intent to Accelerate,
- 6 that's marked as Chromiak One, doesn't this
- 7 specifically set forth in the letter that BAC
- 8 Home Loan Servicing, which later merged into --
- 9 well, doesn't it state that BAC Home Loan
- 10 Servicing is the servicer of the loan?
- 11 A: Yeah. Well --
- 12 Q: Up at the top?
- 13 A: Yeah, the very first line of the --
- 14 MR. SLOAN: I object to the form.
- 15 Q: Okay. Doesn't it state on the very first line
- 16 that BAC Home Loan Servicing is servicing the
- 17 loan?
- 18 A: It states BAC Home Loan Servicing LP services
- 19 the home loan.
- 20 Q: Okay. Does it state anywhere in Chromiak One
- 21 that BAC Home Loans owns the loan?
- 22 A: No.
- 23 Q: Okay. What is the role of the servicer?
- 24 A: The servicer handles all day to day operations
- 25 on the loan, on a given home loan, including

Page 46

- 1 but not limited to payment processing, receipt
- 2 and disbursement of payments on behalf of the
- 3 investor. The effectuation of loss mit,
- 4 correspondence, customer service. The entry
- 5 and maintenance of data as well as in some
- 6 cases, the storage and maintenance of the
- 7 original documents. This case would be one of
- 8 those.
- 9 Q: Okay. Are they also generally -- is the
- 10 servicer also generally responsible for
- 11 bringing the foreclosure action in the case of
- 12 default?
- 13 A: In the event that there's a default and the
- 14 foreclosure action is necessary, the servicer
- 15 would bring that action.
- 16 Q: And is Bank of America the servicer of the Note
- 17 and Mortgage at issue in this case?
- 18 A: Yes.
- 19 Q: No further questions.
- 20 (There being no further questions, the deposition
- 21 concluded at 4:56 p.m.)

12 (Pages 45 to 46)

transferred 35:23	want 4:10 7:10	3:1,5,8	3
trip 25:16	12:22 13:8 15:21		3 2:12
trips 25:16	32:9 34:4 39:10	\$	3:57 1:16
Troubled 42:5	41:22	\$77.19 30:10	30 20:19
true 33:15	wanted 7:9,19	1	4
trust 23:18 24:18	32:12	1st 13:11 20:12	4:56 1:16 46:21
try 8:8 37:16	wasn't 5:9 9:3 29:7	21:3 38:16	44 2:12
turn 4:23 7:14	38:15	1055 2:6	47 2:13,25
two 2:16 7:7,11	Wawtockace 1:8	11 25:7	48 2:13
14:19,21,24 19:21	way 15:24 16:19	12 1:15	
24:4 25:16 28:4	18:14 31:7,14,16	12th 1:22	
tying 14:5	34:1 43:1 44:3	13 7:14,17 8:2	6
type 3:20 7:21 9:5	week 16:23	13th 7:16	6th 12:14
30:12 40:4	weeks 28:4	1300 1:21 2:3	7
typically 9:6,19,21	welcome 41:3	14 2:16	7th 28:20
20:18 23:14	went 12:24 14:7,8	14th 6:9 13:9 14:17	8
U	32:2	28:19,21	8 2:15
ultimate 39:15	weren't 35:5	16th 16:24	888 17:19
ultimately 39:11	we'll 3:23	17th 9:14,17 11:6	9
43:2	we're 12:17 13:22	14:6,7 38:20	9th 16:18 43:18
underneath 35:25	33:2 37:4	2	
undersigned 16:3	we've 14:22	2 37:7	
understand 12:25	William 2:5,9	2(b) 19:24	
18:24 21:17 22:19	witness 2:23 43:3	20th 27:25 28:4	
22:19 23:8 29:9	woman 43:11	2007 27:25 28:4	
32:23 34:6 38:3	word 13:18,21	41:11	
understanding	32:19 44:23	2008 6:9 13:3,5,9	
39:21 41:9 42:16	words 15:21	13:12,15 14:17	
44:25	work 3:10	15:16 16:14 18:18	
underwriting 26:17	worked 18:14	28:12,20	
26:19 27:5	wouldn't 5:13 6:5	2010 9:15,17 11:6	
Unequivocally	7:23 21:6 26:8	14:7 38:20	
33:13	27:7,18 30:17	2011 12:14 16:18	
upper 17:16	32:1 42:1,15	21:3 35:1,4 36:22	
usually 37:24	Y	37:7 38:16 39:7	
V	yeah 12:17 20:15	41:14 43:18	
v 1:6	41:7 42:22 45:11	2011-CP-37-1056	
vendor 10:3,4,8,12	45:13	1:2	
10:14 14:9	year 21:6,7	2014 1:15,22 41:12	
vendors 10:13	years 36:22	22 8:2,9,13	
vice 3:15	Youda 17:3 43:10	27th 9:16	
W	Z	29201 2:3	
waived 2:24	Zach 3:8 4:17 14:24	29483 2:6	
	Zachary 1:12,19		

A AA 19:22 20:8 able 31:6 Absolutely 23:5 absorbed 20:13 accelerate 2:16 4:7 8:5,25 9:5 11:17 45:5 acceleration 8:2 22:6 38:4 access 23:16 24:9 24:13 30:17 accrue 16:10 accrued 16:10 accurate 5:23 12:15 20:14 acting 34:17,18 action 18:9 44:22 46:11,14,15 actions 37:6 44:10 acts 31:1 additional 24:8 27:14,18,19 41:1 address 9:21,22 10:21 Administrative 37:5,15 agree 28:14 44:23 agreed 2:19 28:9 agreeing 27:23 agreement 1:25 12:23 23:19,23,25 25:22 26:2,9 28:14 45:1 agreements 26:10 26:11 ahead 29:3 aid 31:17 allegedly 10:25 allow 31:16,21 America 1:3 3:11 3:12,13 8:10 9:25 10:1,6,7 14:3,8,14 17:7,12,18,20,23 18:11,24 19:6,24	19:25 20:2,13,16 23:12 24:17 25:6 25:24 26:11 27:12 27:23 28:5,9,11 28:25 32:6,7,10 32:13,17,23 33:3 38:6,10,12,13,23 43:15 44:2,12,14 44:18 46:16 America's 10:20 amount 29:21,22 29:24 and/or 1:25 answer 4:14 5:6 13:19 18:1 19:2 33:22 37:1,18 41:18,19 answered 10:22 32:8 42:25 answering 21:17 anyway 5:7 APPEARANCES 2:1 appears 8:24 12:8 15:1 application 27:4 applied 29:23 applies 42:14 apply 42:10,15 appreciate 7:6 15:22 21:17 41:6 approval 39:21 40:20 approvals 19:10 approve 40:1,10 asked 10:23 38:24 39:3 43:10 asking 7:7 9:4 21:2 39:4 40:14 aspect 17:14 24:25 38:2 Asset 42:5 assign 18:10 assigned 31:5 assignment 2:17	14:21 15:1,6,8,12 15:23 16:16,16,17 16:22 17:13,17,25 18:3,17 32:10,15 33:16,24 34:9,16 34:19,20 35:12,15 36:9,21 43:11,22 assigns 31:2 34:23 35:21,21 36:6 assistant 3:15 17:4 43:20 assisting 19:7 associate 3:16 Association 1:8 Atlanta 25:16 attached 2:25 attempts 25:4,17 37:20 39:5 attention 4:24 5:21 8:1 17:15 19:12 25:1 34:12 38:3 Attorney 2:4,7,9 authority 18:25 aware 36:20,21 37:4,19 B B 19:18,20 BAC 1:4 15:3 20:13 20:15 36:7 38:8 38:11,12 44:17 45:7,9,16,18,21 back 8:7 14:5 18:18 19:12 38:4 bank 1:3 3:10,12,13 5:4 6:7 7:2 8:10 9:24 10:1,6,6,20 14:3,8,14 17:7,12 17:18,20,23 18:11 18:24 19:6,23,23 19:25 20:1,8,12 20:16 23:12 24:17 25:6,24 26:11 27:12,23 28:4,9 28:11,23,25 32:6 32:6,10,13,16,22	33:3 38:6,10,12 38:13,23 43:14 44:2,12,13,17 46:16 based 3:17,18 6:9 31:19 40:18 Basically 31:3 basis 24:24 35:14 bearer 35:24 behalf 1:20 12:17 18:25 20:3 34:17 34:18 46:2 believe 6:9 9:8 10:2 12:16 13:9 15:8 22:12 23:16 24:16 27:1 29:21 37:13 37:13 40:11 believes 29:18 beneficial 13:6 15:25 16:6 benefit 14:10 best 21:18 bit 32:10 41:21 blah 21:20,20 blank 9:10 35:24 Bob 2:8 body 9:2 bought 20:13 30:11 breach 11:15,24,25 brief 6:1 37:9 briefly 26:25 30:23 38:3 39:10 bring 18:9 32:12 44:21 46:15 bringing 33:16 46:11 brings 44:10 brought 18:8,15 44:14 business 5:15,18 6:3,20 10:11 11:18,24 12:20 17:12 C call 3:8,24 7:23	38:4 capable 19:6 capacity 43:19 Carolina 1:1,21,24 2:3,6,20 37:7 Cary 1:22 case 18:23 24:24,24 31:24 36:24 43:2 43:6 44:13,14 46:7,11,17 cases 18:1,14 46:6 certain 5:20 7:1,2 15:25 16:7 18:13 20:7,21 29:21,21 32:14 36:3 37:5 42:16,18 44:6 certainly 4:14 23:3 Certificate 2:13 cetera 21:20,20 39:13 chance 3:23 19:16 27:21 37:22 change 20:20 changed 36:1 41:14 Charlotte 25:17 chase 19:15 check 22:12 Chief 37:7 Chromiak 1:12,19 2:11 3:1,3,4,5 8:16,22 14:21,24 22:6 44:1 45:6,20 circumstances 36:3 Civil 2:20 clarification 7:6 clarified 39:25 clarify 41:22 Clerk 2:8 closing 28:1,3,16 29:3 collateral 27:13,15 collection 6:18 collects 44:21 Columbia 1:21 2:3 coming 3:25

common 1:1 18:2	Crain 17:3 43:11	14:6,7 27:25 28:3	due 13:11 16:9,9	execute 35:15
company 20:16	credit 29:14	38:19	duly 3:1	executed 34:19
35:15 38:18	creditor 19:19,22	decide 39:11,13	E	executing 34:14
compiled 10:5,20	19:25 20:3,5,6	decision 39:15	earlier 11:6,8,10	exhibit 2:15,16
complete 38:15	cure 8:6 11:11,12	decisions 18:12	43:10	4:18 7:16 8:17
completed 10:18	11:20 14:6 38:5	default 11:10,12	easy 43:8	14:19 19:14 23:11
completely 22:19	current 18:4 22:11	29:14 30:13,13	education 37:9	EXHIBITS 2:14
concluded 46:21	36:11	41:24,24 46:12,13	effect 24:25 25:21	exist 42:20
conclusions 13:24	customer 46:4	defaulted 41:14	36:4	expected 37:1
contact 24:17,23	cut 19:14	Defendant 1:20 2:9	effective 20:12,17	experience 10:2
25:2,3	CW 19:23 20:8	2:10	21:12	40:18,18 41:5
contain 27:16	C-H-R-O-M-I-A...	Defendants 1:9 2:7	effectuation 46:3	44:9,20
contained 4:4 9:7	3:7	Defendant's 2:15	electronic 4:5 28:24	explain 5:1
contract 25:23 26:1	C/A 1:2	2:16 8:17 14:19	28:25 30:20,24	explicit 44:25
conversation 25:11	D	defended 18:8	34:13	F
convey 16:4	D 1:7 2:9	define 32:22	employee 17:6	F 2:6
copies 4:6	Dalen 1:7,7 2:9,10	definitively 5:19	43:14 44:12	fact 23:1
copy 2:17 4:21 7:11	3:24 12:10,11	6:6	endorsement 5:3,8	fair 5:23 12:15
8:20	19:13,21 21:21	delegations 19:3	5:11,14,17,19,24	33:22
corner 17:16	23:11 24:19 25:12	39:19 41:8	6:3,4,5,7,11 7:4,4	familiar 7:20,22 8:3
corporation 31:1	26:7	delivered 11:12	31:9 35:23	8:8 29:20 42:5
38:13	Dalens 4:19 8:5	depends 40:4,10,20	ends 43:9	family 45:3
corporations 42:17	21:22,23 22:8,16	deposes 3:1	enforce 14:4,12	Fannie 12:12,16,18
correct 3:12 5:18	25:6 29:2 30:14	deposition 1:11,19	18:5 31:5,6,22	12:20 13:10,15
6:19 11:2 14:11	37:12,21 38:21	1:24 2:20,24 3:20	32:17 35:25 36:11	14:1,10 15:14
35:1,9 38:7,21	39:11 41:25 42:12	15:7 24:3,14	enforcer 31:23 32:2	16:12 18:8,9,13
39:17 42:2 43:23	Dalen's 4:24 5:24	46:20	enforcing 34:2	18:17,25 20:7
44:7,8	14:15 25:25	describe 13:2 30:23	engage 37:16	21:19,24 22:9,10
correspondence	data 46:5	described 16:1,7,8	entered 28:23	22:13,15 23:6,8,9
22:2,3 46:4	date 5:13,20 6:7,15	difference 13:21	entirely 12:23	23:12 24:21,23
corresponds 12:2	7:1,3 11:6,8 13:14	different 11:8 41:10	entity 38:17	25:1,24 26:2,10
counsel 1:25 2:22	16:19 20:17,17	41:12	entry 46:4	28:15 30:11 32:12
Counterclaim 4:15	21:12 28:1,3,15	difficult 41:17	equitable 31:9	36:1 38:20,25
Countrywide 5:4	28:19 38:9	direct 4:24 5:21 8:1	Esquire 2:2,5	39:10,14,23 40:1
5:12 14:15 15:4	dated 7:5 9:14	17:15 19:12 34:12	et 21:20,20 39:13	40:6,8,9,19 41:24
26:12 28:6,7,8,8	16:17 20:11	38:3	event 41:24 46:13	42:24 44:7,9,14
28:11,13,21,22,22	dates 21:5	disbursement 46:2	evidence 11:19	44:19,20
28:24 29:5 31:20	day 1:22 12:3 45:24	dispute 37:11	exact 20:21	far 17:6 19:10
31:24 32:3,4,6	45:24	document 8:23	exactly 33:1 37:4	23:13 42:19
35:23 36:8 44:17	days 20:19	22:1,5 34:23	EXAMINATION	FDCPA 12:11
COUNTY 1:2	Dean 2:2,8 37:5	43:21	2:12,12 3:3 44:1	February 13:11,15
couple 33:12 43:25	Debbie 17:18	documents 4:2 27:1	example 31:16	file 4:23 8:19 17:24
course 19:12	debt 19:22	27:5,19,20 35:18	excuse 9:17 16:22	21:21 23:6,14
court 1:1,23 8:21	December 9:14,16	46:7	28:8 34:16 35:7	24:5,6,8,15 25:3,4
cover 9:8,12	9:17 11:6 12:14	doubt 22:12	44:24	25:11 26:5,15,17

26:20,22,23 27:8 27:11,13,13,14,15 27:20 28:18 29:7 30:17 36:2 37:20 38:1 39:3,4 filed 25:8 37:21 39:7 files 24:5 final 19:10 39:21,22 finalized 21:12 find 12:2 23:18 fine 40:25 Firm 1:20 2:2,5 first 6:3 13:11 14:16 15:16 29:4 37:10 45:13,15 Five 19:13,14,21 23:11 flesh 32:9 41:21 FNMA 19:22 20:6 follow 31:10 44:5 followed 9:9 following 2:23 follows 3:2 15:20 22:23 33:11 forebear 39:16 foreclosing 8:11 11:25 foreclosure 17:24 23:12 25:7 32:13 33:17 36:3 37:6 37:17,21,23 39:5 39:6,12 44:10,22 46:11,14 foreclosures 18:7 form 7:20,22,23 31:25 45:14 formerly 15:4 36:8 forth 44:6 45:7 Four 12:8 free 44:2 Friday 1:15 front 7:21 8:20 34:9 FSB 5:5 full 3:4	fully 19:6 functions 14:11 funds 42:18,19 further 46:19,20 future 31:2 G general 39:4 generally 18:1,2,23 27:6 31:5 46:9,10 getting 21:5 give 3:25 8:5 given 3:19 45:25 gives 8:9 35:24 go 23:4 29:3 40:19 goes 43:2 going 3:22 4:17 8:14 11:4 12:7 13:24 14:5 19:14 19:15 39:1 good 12:5 govern 26:12 grant 16:4 Great 34:11 guess 11:4 21:2 guidelines 20:4 44:6 45:4 H H 2:5,9 hand 4:25 17:16 handed 8:20 handles 45:24 handy 14:22 happened 6:21 21:16 happens 6:24 Hayes 2:2,8,12 40:4 40:13,15,17,25 41:2,5,10,17 43:25 44:1 heard 29:16 held 38:23 help 14:9 Hills 1:8 history 4:8 30:2	holder 14:3 home 1:4 15:3 20:15 28:22 36:7 36:8 38:6,8,12,13 45:8,9,16,18,19 45:21,25 homeowner 20:19 homeowners 37:17 house 37:22 houses 37:18 hurts 37:3 I idea 5:17 10:15,16 10:18 20:9 26:3 43:17 identification 8:18 14:20 identified 8:21 identify 7:11 8:22 14:25 imperative 36:2 impetus 32:14 implement 42:18 inaccurate 16:19 including 4:6 45:25 INDEX 2:11 indicate 25:4 37:20 information 4:4 9:7 9:12 10:5,19 27:14 inserted 9:10 instance 23:17,19 instructed 29:3 instrument 22:25 insurance 29:19,23 30:1,12 Intent 2:16 4:7 8:25 9:5 11:16 45:5 interest 16:10 36:11 interests 15:25 16:6 interrogatories 41:1 intervene 37:22 intervention 37:17	39:6,12 invested 42:24 investor 13:1,2,5,10 13:20,22 23:9,10 24:21 25:3 26:14 36:1 38:22 46:3 investors 22:21 24:18 involvement 15:11 issue 46:17 item 8:3,9 itemizations 6:25 J Jackman 2:8 31:25 January 6:9 13:3,5 13:9 14:17 15:16 16:14 28:19,19,21 John 1:7 2:9 19:21 Julie 1:7 2:10 July 20:12 21:3 28:12 June 25:7 38:16 39:7 jury 43:2 Justice 37:7 K keep 37:17,22 keeping 18:6 know 5:6 10:9,13 10:14,23,24 11:3 12:24 13:10 14:22 17:3,6,8,10,20 18:20,21,21 19:15 20:10 21:8,15 22:17 24:21 26:16 28:17 29:6,11,14 29:16,17 30:16,20 34:7 35:14,25 36:13,25 37:18 40:23 41:20,20,21 42:1,19 43:12,14 43:19 knowledge 5:7,16 15:10 39:2 41:23	known 15:4 36:8 Korn 1:20 2:2 L Law 1:20 2:2,5,8 left 4:25 17:16 legal 13:24 34:4 lender 5:4 15:3 29:18 31:2 33:9 34:24 35:20 36:5 lenders 37:16 letter 9:5,13,14,16 9:19,24 10:15,19 10:25 11:5,7,10 11:15,20,20,21,22 12:2,4,12,12,14 13:18 14:6,7,8 19:17 20:11,18 21:2,18,23 22:6,7 37:23 38:4,5,9,25 45:7 letters 20:8 let's 4:15 13:8 14:18 23:16 31:18 44:20,23 limited 27:1 46:1 line 23:10 45:13,15 listed 19:24 32:20 litany 6:1 little 32:9 41:21 loan 3:24 12:21 14:15 15:3 19:1,4 19:8,25 20:1,2,3 20:15 22:11 23:15 23:17,25 24:19,25 25:12,17,25 26:4 26:7,9,17,19 27:4 27:24 28:10,14,22 30:1,14 31:19 35:1 36:7,8 38:8 39:16,19 40:17 44:3 45:8,9,10,16 45:17,18,19,21,25 45:25 loans 1:4 5:4 15:2 26:13,13 32:21

33:3 34:22,24,25 36:6,21 38:7 40:19,20 42:25 45:21 location 10:24,24 longer 29:25 35:16 36:23 look 7:9 11:23 12:7 19:17 looked 11:23 26:25 looking 31:19 looks 16:17 20:12 30:9 loss 25:5 39:5,13 40:2,4,6 42:10 46:3 LP 15:4,5 20:15 36:9 38:9,14 45:18 LPMI 29:17 L.P 1:4	45:6 Master-In-Equity 43:3 matter 7:12 36:22 mean 20:8 25:20 26:16 33:1 40:8 41:7 means 31:3 32:15 35:21 memorialize 31:14 mention 25:10 mentioned 6:15 13:17,18,19 32:19 39:9 merged 10:6 20:15 45:8 merger 1:4 20:24 21:1,10,11 32:7 38:15,17 merging 28:12 MERS 15:2 30:21 30:24,25 31:21 32:11,20,24 33:2 34:13 35:14,19 36:4,14,15,16 43:18,20 milestone 36:14,15 36:16 mine 43:9 missed 8:6 missing 22:7,8 misspoke 41:2 mit 46:3 mitigate 25:17 mitigation 25:5 39:5,13 40:2,5,6 42:11 mod 24:25 40:8 modification 19:3,7 39:22 40:21 44:2 44:5 modify 18:25 39:15 44:3 money 16:9 29:22 month 21:1	monthly 30:9 mortgage 2:17 3:15 4:6 7:12,14,21,22 7:25 8:9,11 13:23 14:13,21 15:1,7,8 15:12,15,19,20,24 16:1,7,11,13,21 16:22 17:4,13,16 17:25 18:3,5,11 18:17 21:19,24 22:9,15,21,23 24:11,18 27:2,16 29:18,23 30:1,20 30:24 31:7,10,17 31:22,23 32:15,18 32:20,23 33:9,10 33:16,19,23 34:2 34:9,13,14,15,16 34:19,20,21 35:3 35:5,8,11,11,15 35:17 36:10,12,22 43:12,22 46:17 mortgagee 31:4 32:25 33:8 mouth 15:21 moved 31:8,9 movement 31:14 MSTR/SUB 19:23 20:8	neither 35:3,10 never 33:18 37:3 Nieblas 17:18 nominee 15:2 31:1 32:19,21,22 33:1 34:22 35:19 36:5 non 40:7 non-payment 41:25 normal 6:16 normally 44:10,11 North 2:6 Notary 1:23 Note 4:6,16,20 5:24 6:8,22,24,25 7:2,4 12:13 13:6,22 14:1,4,10,12 15:17,20,23 16:2 16:13 18:5,10 19:23 22:15,22,23 23:1,7 24:11 27:2 27:16 28:23 31:6 31:8,8,15,17,19 31:22,23 32:17 33:9,11,20 35:6,8 35:10,16,22,22 36:11,23 38:21 42:14 46:16 notes 6:18 16:8 25:10,15 notice 1:24 2:16 4:7 8:24 9:4 11:16 21:22 45:5 noticed 11:11 number 2:15,16 4:17 8:2,13,17 14:19 17:19,21 19:13,14 41:12 N.A 1:3 3:12,13 19:24 20:2,13,16 44:18	occurred 21:13 OCONEE 1:2 offer 37:21 offered 42:11 office 3:18 officer 25:12 offices 10:1 Oh 7:10 9:11 27:11 30:5 34:11 44:24 okay 3:6,10,17,19 3:22 4:2,10,12,14 4:22 5:6,10,15,21 6:1,13,16,20 7:6 7:14,20,24 8:1,13 8:15 9:1,3,11,13 9:19 10:9,11,14 11:3,14,18 12:1,5 12:7,19 13:4,7,7 13:13,17 14:2,5 14:18,18,24 15:6 15:10,14,18 16:12 16:16,21 17:1,6,9 17:11,15,23 18:16 18:16,21 19:5,9 20:6,11,18,23 21:5,9,14 22:5,14 22:18,24 24:1,8 24:13,13,17,22 25:4,10,15,19,22 26:5,15,19 27:3,9 27:18,23 28:13,18 29:2,7,14,17 30:3 30:5,8,11,20,23 31:13,16 32:5,19 33:1,7,10,14,22 34:3,11,25 36:13 36:16,19,19 37:1 37:9,15,25 38:6 38:10,15,19,24,24 39:9,20,24 40:12 40:23 42:3,15,21 43:2,7 44:5,9,16 44:19 45:5,15,20 45:23 46:9 once 37:20
M		N		O
M 1:22 Mae 12:13,16,18,20 13:10,15 14:1,10 15:14 16:13 18:9 18:9,13,17,25 20:7 21:20,24 22:9,10,13,15 23:6,8,9,13 24:21 24:23 25:24 26:2 26:10 28:15 30:11 32:12 36:1 38:20 38:25 39:11,14,23 40:1,7,8,10,19 41:24 42:24 44:7 44:9,14,19,20 Mae's 25:1 mailed 9:16,20,21 9:24,25 10:2,4,7 10:16,25 11:8 mailing 9:12 10:19 main 2:6 9:2 14:11 maintenance 46:5,6 marked 8:17 14:19		name 3:4,6 18:8,10 18:11,15 19:18,20 19:21 20:6 23:12 25:12 32:11,13 33:4,5,6 44:11,15 necessarily 7:23 12:22 33:21 necessary 31:4 33:14,15,18,24 34:5 46:14 need 22:10 needed 24:14 needs 29:22 31:12 negotiated 21:10 negotiations 21:15		oath 40:16 object 31:25 45:14 obligations 16:8 occur 36:3

ones 12:6 operates 18:13 operations 45:24 operative 11:15,16 11:24 option 37:23 order 5:22 36:4 37:6,15,19 ordered 4:7 organiz 42:17 original 4:22 5:3 6:22 15:3 27:16 33:8 34:24 35:20 35:22,22 46:7 originated 27:10 30:15 31:18,18 origination 26:22 26:25 27:7 35:19 owed 19:22 owned 16:13 35:16 36:23 owner 12:13,18 13:6,16,18,21 14:10 15:15,17 18:19 21:19,24 35:3,6,10 38:20 38:22 Owners 1:8 ownership 24:10 owns 13:25 22:9 33:9 45:21 P page 2:11,25 4:23 7:14,16,17 8:2,24 9:6,8,10,12 19:21 32:20 paid 23:2 29:24 paraphrasing 16:5 parent 20:16 part 24:19,20 30:1 44:13 participate 39:12 39:14 particular 6:5 12:3 17:14 38:1	parties 16:6 party 10:3,4,8,9,13 14:9 18:3,4 31:6 36:11 pay 5:21 22:10 payment 4:8 13:11 14:16 15:16 29:4 30:2 46:1 payments 8:6 30:9 44:21 46:2 permanent 39:22 person 10:18,23 personal 5:7,16 15:10 39:2 personally 17:3 43:12 persons 31:21 physical 10:24 Pickens 1:21 2:3 pin 39:10 Pittsburgh 3:18 place 27:25 28:1,2 28:3,15 placed 5:20 6:7,11 7:1 10:21 23:17 31:12 placement 29:18 Plaintiff 1:5 2:4 Plaintiff's 4:16,18 7:7,11 12:8 30:6 pleadings 4:13 PLEAS 1:1 please 3:6 4:23 7:15 8:23 19:18,23 pleases 44:3 PMI 30:10 point 31:11 36:2 41:18 pointed 23:10 39:3 policy 6:10,10,17 27:17 29:17,19 pooling 23:18,22,24 positive 40:17 possibly 12:10 potential 30:13	power 43:5 practice 18:2 23:8 predecessor 14:14 premiums 29:25 preparation 4:3 15:11 17:13 prepare 24:14 prepared 15:7 17:18,23 Present 2:8 president 3:15 previous 18:7 24:3 31:23 32:1 previously 26:11 32:9 primary 37:11,14 42:12 prior 3:24 8:10 11:20 20:19,24,25 21:1,23 25:6 26:24 27:21,23 28:18 33:16 39:6 probably 34:10 36:20 procedure 2:20 6:10,10,17 26:20 procedures 8:4 26:6 27:7 process 10:19 processing 46:1 program 40:21 42:6 programs 41:10,13 42:18,20 Promissory 4:20 5:24 6:18,22 property 1:8 9:21 42:12 prospectus 29:11 protect 30:12 41:23 protocols 26:6 provide 35:19 provides 22:25 provisions 18:5 public 1:23 31:11	32:16 33:19,20 34:1 36:4,10 purchase 12:20,23 purport 15:23 purported 12:16 purports 12:13 purposes 8:18 14:20 pursuant 1:24 2:20 put 15:21 29:22,23 P.A 1:20 2:2,5 p.m 1:16,16 46:21 Q question 6:23 8:7 10:22 13:20 33:23 39:3 41:18 questions 6:2 7:7 21:18 46:19,20 quick 12:7 Quicken 5:4,12 15:2 27:6 31:18 32:2,21 33:2 34:22,24,25 36:6 36:21 Quicken's 26:21 quite 7:25 quotes 41:25 R read 8:7,14 15:24 19:16,17 reading 2:23 real 12:7 reason 9:15 11:5,7 16:18 18:16 recall 11:22 12:6 39:8 receipt 13:14 46:1 received 6:8 7:2 13:9 28:23 42:18 recognize 4:19 record 4:5 5:18 6:6 18:3,6 23:20 29:1 31:4,7,11 32:16 32:25 33:8,19	34:1 36:4,9,10 recorded 16:23 18:18 33:20,25 recording 15:12 17:17 records 3:23 5:10 5:16 6:4,21 10:11 10:20 11:19,24 12:20 16:12 17:12 21:21 22:14 26:24 27:12 33:20 recourse 5:1,22 Reed 2:9 refer 25:15 referred 30:25 referring 7:3 24:7 26:17 34:21 36:13 regarding 37:6 regards 6:17 25:24 26:6,7 39:1 registration 30:21 30:25 34:13 regulations 44:6 regulators 44:7 Relief 42:5 Remedies 8:2 remember 25:13 repaid 42:19 repayment 23:1 rephrase 33:22 reporter 1:23 8:21 reports 36:15 request 17:12 requested 17:17,25 required 8:4 25:1 29:25 requirement 37:10 45:2,3 requirements 8:9 20:4 requires 37:15 research 41:8 residence 37:12,14 42:13 resolution 3:16

respect 34:8
 response 12:9,11
 responsible 46:10
 return 10:21
 review 3:23 4:2
 5:15 11:18 12:19
 13:4 15:6 17:11
 17:14 19:11 22:1
 22:3,14 23:22
 26:24 27:4,21
 30:2 37:23 38:1
 39:2
 reviewed 4:4,5,8,13
 4:14 18:2 22:4
 26:8 29:8
 reviewing 5:10 19:6
 21:21
 right 3:19 4:12 8:5
 9:13 11:11,20
 13:6 14:4,6,18,24
 15:16 16:25 17:15
 18:4 19:18 32:17
 33:6 35:13,18,24
 38:5 41:16
 rights 16:10
 role 45:23
 Rules 2:20
 run 6:1
 rush 7:10

S

saw 15:8 23:5
 saying 22:20 43:21
 says 17:2,17 20:12
 22:8,13 23:9,11
 23:15 32:16 34:12
 34:24 38:25
 Sean 1:22
 second 5:23
 secretary 17:4
 43:20
 Section 19:20
 securitization
 23:13,20 24:5,10
 29:11
 securitize 22:15,22

securitized 22:20
 22:20 23:6,15
 security 22:25
 see 4:16 5:11 6:3
 9:13 11:19 13:8
 16:21 23:24 25:18
 27:7 29:10 30:19
 31:17 39:4
 seeing 11:22 12:6
 seen 7:25 9:18 18:7
 21:25 22:4 24:3
 25:14,20,22 26:1
 26:1,10 36:15,16
 sell 16:4
 send 40:23
 Seneca 25:13
 sent 9:20 11:5,10
 11:20 20:18,22,24
 20:25 21:3,6,7,11
 21:22 22:1 37:24
 38:9
 September 1:15,22
 serv 25:23
 service 28:9,14 46:4
 serviced 14:15 32:3
 35:16 36:23 38:23
 servicer 8:10 14:3
 14:12 18:15 35:7
 44:20 45:10,23,24
 46:10,14,16
 servicers 37:16
 42:17 45:1
 services 20:3 45:18
 servicing 1:4 12:17
 15:3,4 20:15
 23:19,22,24 24:6
 25:1,22 26:2,10
 26:12 27:24 28:5
 28:22 31:20 35:1
 36:7,9 38:8,12,13
 45:4,8,10,16,16
 45:18
 set 44:6 45:7
 sheet 2:25
 shortly 20:25

show 6:25
 showing 4:18 34:1
 side 4:25
 sign 16:4
 signature 2:13,25
 4:25
 signed 15:23 17:4
 43:11,19
 significant 13:21
 signing 2:23 15:11
 similar 3:20 11:9
 single 24:15 27:12
 45:3
 sit 8:14 19:2
 skip 31:22
 skipping 16:5 32:1
 Sloan 2:5,5,9,12 3:3
 39:25 40:12,14,16
 41:1,4,6,16 45:14
 SLOANE 40:23
 sorry 7:18 9:23,23
 20:1 28:7,13
 36:19 43:10
 sort 27:5,13 40:2
 41:23
 sources 41:23
 South 1:1,21,24 2:3
 2:6,20 37:6
 speak 18:12,22,22
 18:23 26:19
 speaks 8:13,14 22:5
 43:22
 specific 5:13 6:15
 19:3 21:5 26:3,6,8
 26:9 39:19 40:21
 41:8
 specifically 6:21,24
 7:5 18:22 45:7
 specified 9:22
 11:13
 spell 3:6
 Spencer 2:9
 spiel 3:22
 standard 7:20,23
 starting 4:25

state 1:1,23 6:21
 10:12 21:19 41:7
 45:9,15,20
 stated 6:6
 states 5:19 6:11,24
 16:3 34:21 45:18
 status 20:20 43:17
 stipulated 2:19,22
 STIPULATIONS
 2:18
 stood 38:12
 storage 6:12,18 7:1
 46:6
 Street 1:21 2:3,6
 subject 20:4
 subsequent 39:25
 subsequently 16:23
 successor 1:3 36:5
 successors 31:2
 34:23 35:20,21
 36:6
 suit 25:7 37:21 39:6
 Suite 2:6
 Summerville 2:6
 Super 34:11
 sure 5:3 7:10,19
 8:19 17:22 19:20
 20:10 24:7 27:11
 27:11 30:4,24
 32:8,8 39:18
 41:14,42,14,24
 swap 29:14
 sworn 3:1
 system 4:5 7:5
 28:24 29:1 30:21
 32:11 34:14
 systems 10:6 30:25

T

take 23:17 27:24
 taken 1:19 2:20
 talk 36:14
 talking 13:22 26:20
 33:2 40:5,6,22
 talks 8:4 24:9
 TARP 42:7,16,25

telephone 17:21
 tell 21:23
 templates 10:7
 term 33:1
 testified 15:14,17
 testifies 3:2
 testify 43:4
 testifying 40:13
 testimony 3:25
 12:10
 Thank 3:8,10 34:16
 thereon 16:9
 thing 19:17
 things 24:4 41:11
 43:8
 think 9:9,15 11:5
 16:18 19:13 25:6
 27:22 32:8 33:11
 39:9 40:4,7,9 41:2
 41:17 42:15
 thinking 4:11 9:3
 third 10:3,4,8,9,13
 14:9 16:5
 thought 4:12
 three 4:23 28:4
 30:6 36:22
 thoroughly 4:15
 tied 32:24
 time 6:14 11:12
 20:21 28:7 29:4
 29:24 30:14 32:21
 35:11
 times 33:12
 title 23:12 27:17
 Toal 37:7
 today 3:20,25 4:3
 4:15 26:24 27:21
 40:1
 told 34:25 38:19
 tool 18:6
 top 8:1 9:14 38:11
 45:12
 traditional 40:8
 transfer 16:4 31:9
 31:17

MERS MIN: 100039032138692476

95262-1894

Dalen, John

NOTE

December 20, 2007
[Date]

Westminster
[City]

SC
[State]

109 Wood Valley Dr
Westminster, SC 29693-5003
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$118,750.00 (this amount is called "Principal") plus interest, to the order of the Lender. The Lender is Quicken Loans Inc.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.750%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on February 1, 2008. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on January 1, 2038, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P. O. Box 553154, Detroit, MI 48255-3154 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 770.22

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

MINI STATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM

SN (0005) 01

Form 3200 1/01

VMP MORTGAGE FORMS - (000521-729)

Page 1 of 3

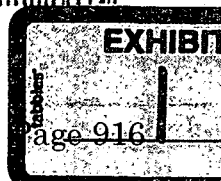
Initials: JD



610 N 001 001



40 208 0103



5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of **Fifteen** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.000 %** of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.



1240 208 0203

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


John Dalen 12/20/2007 (Seal)
-Borrower

(Seal)
-Borrower

WITHOUT RECOURSE
Pay To the Order of (Seal)

Countrywide Bank, FSB
-Borrower

QUICKEN LOANS, INC.

By
THERESA ROODBEEN
CAPTURE MANAGER (Seal)
-Borrower

PAY TO THE ORDER OF (Seal)
-Borrower

WITHOUT RECOURSE
COUNTRYWIDE BANK, FSB

By 
LAURIE MEDER (Seal)
SENIOR VICE PRESIDENT -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]



0140 208 0303

CERTIFIED TRUE COPY

Register of Deeds

Oconee County, SC

By: Julia D. My
Date: 2-27-13

Doc ID: 001382580016 Type: MTO
BK 2551 PO 206-221

Return To:
Christie Holloway
Quicken Loans Inc.
27555 Victor Parkway
Livonia, MI 48152

Prepared By:
Taniel Smith

2007 DEC 21 P 1:57

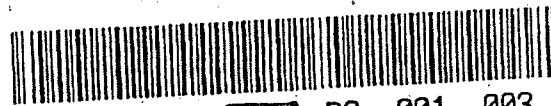
FILED FOR RECORD
OCONEE COUNTY, S.C.
REGISTER OF DEEDS

D2#

[Space Above This Line For Recording Data]

MORTGAGE

MIN 10003903213869247



610

D2 001 003

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated December 20, 2007 together with all Riders to this document.
- (B) "Borrower" is John Dalen and Julie A. Dalen, husband and wife.

RECALL S.C.A. FILE



F0140004530399

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS Form 3041 1/01

6AISC

Page 1 of 13

VMP MORTGAGE FORMS - 800521-721



Book: 2551 Page: 206 Seq: 1

Page 919

(D) "Lender" is Quicken Loans Inc.

Lender is a Corporation
organized and existing under the laws of the State of Michigan
Lender's address is 20555 Victor Parkway, Livonia, MI 48152

(E) "Note" means the promissory note signed by Borrower and dated December 20, 2007
The Note states that Borrower owes Lender One Hundred Eighteen Thousand Seven
Hundred Fifty and 00/100 Dollars
(U.S. \$118,750.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than January 1, 2038

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the
Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges,
due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following
Riders are to be executed by Borrower (check box as applicable):

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment Rider	☒ Other(s) [specify] Legal Attached

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations,
ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final,
non-appellable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other
charges that are imposed on Borrower or the Property by a condominium association, homeowners
association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by
check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic
instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit
or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller
machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse
transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid
by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i)
damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the
Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the
value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on,
the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the
Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its
implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to
time, or any additional or successor legislation or regulation that governs the same subject matter. As used

1001-6A(8C) notes

Page 2 of 16

Form 3041 1/01



in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the County of Oconee

(Type of Recording Jurisdiction)

(Name of Recording Jurisdiction)

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.
SUBJECT TO COVENANTS OF RECORD.

Parcel ID Number: 295-01-02-007 which currently has the address of
109 Wood Valley Dr [Street]
Westminster (City), South Carolina 29693-5003 (Zip Code)
("Property Address"):

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns,) and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

000000-BAISC) 000000

Page 2 of 18

Form 3041 1/01



THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payment is insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be

64111-6A(ISC) 100011

Page 4 of 16

Form 3041 1/01

0233 307 6413

in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

-9A(ISC) ROOM

Page 5 of 16

INDEX

Form 3041 1/01



0233 208 0513

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower. Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

228-8A(SC) 00001

Page 6 of 16

FORM 1041 1/01



0233 206 0615

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

BA(SC) 00001

Page 7 of 18

Form 3041 1/01



133 308 0715

attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

2000-BA(SIC) 0000

Page 8 of 16

DATE: 10/10/90

Form 3041 1/01



(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

6A(SCT) 00001

Page 9 of 16

Form 3041 1/01

0333 309 0115

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

END -BA(BCT) 0000

Page 10 of 16

10/10/01

Form 3041 1/01



0223 303 3034

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if on acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

44(SG) 10000

Page 11 of 15

Form 3041 1/01



0233 509 1115

requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined in any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

1541 6A(5C) 00041

Page 12 of 15

10 9

Form 3041 7/01



0533 389 1315

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

23. Release. Upon Payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Homestead Waiver. Borrower waives all rights of homestead exemption in the Property to the extent allowed by Applicable Law.

25. Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the Property is used as a dwelling place as defined in Section 12-37-250 of the South Carolina Code of Laws.

26. Future Advances. The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to 150% of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

SA(ISC) 00001

Page 13 of 15

Form 3041 1/01



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Paul H. Bolick

John Dalen 12/28/2007 (Seal)
John Dalen -Borrower

Julie A. Dalen

Julie A. Dalen 12/28/2007 (Seal)
Julie A. Dalen -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

BA(SC) (0000)

Page 14 of 18

Form 3041 1/01



STATE OF SOUTH CAROLINA,
County of Oconee

Personally appeared before me Tara M. Bolick
and made oath that he/she saw the within named Borrower sign, seal, and as his/her/their act and deed,
deliver the within written Mortgage; and that he/she with Rene F. Limer
witnessed the execution thereof.

Tara M. Bolick

Sworn to before me this 20th day of December, 2007
My Commission Expires: 10-13-15

Rene F. Limer
Notary Public for South Carolina



Initials: TD JS Form 3041 1/01

EXHIBIT "A"
PROPERTY DESCRIPTION
FOR
JOHN D. DALEN and JULIE A. DALEN

All that certain piece, parcel or lot of land situate, lying and being in Oconee County, State of South Carolina, being shown and designated as **LOT NUMBER TWENTY EIGHT (28), BLOCK "A", WAWTOCKACE HILLS n/a WESTLAKE ESTATES**, as shown and more fully described on a plat thereof prepared by Stephen R. Edwards, PLS #19881, dated July 31, 2006 and recorded in Plat Book B172, at Page 10, records of Oconee County, South Carolina.

This being the identical property conveyed unto John D. Dalen and Julie A. Dalen by deed of Karl G. Lowrey and Kathleen F. Lowrey, recorded December 31, 2007, in Deed Book 1635, at Page 185, records of Oconee County, South Carolina.

10
90

FILED FOR RECORD
OCONEE COUNTY, S.C.
REGISTER OF DEEDS
2007 DEC 21 P 1:57

Recording Requested By:
Bank of America
Prepared By: Debbie Nieblas
888-603-9011

When recorded mail to:
CoreLogic
450 E. Boundary St.
Attn: Release Dept.
Chapin, SC 29036

DocID# 13817533570651340
Tax ID: 295-01-02-007

Property Address:
109 WOOD VALLEY DR
Westminster, SC 29693
SCD-AM 1281494 3/6/2011

FILED & RECORDED
OCONEE COUNTY, S.C.
REGISTER OF DEEDS

2011 MAY 16 P 4: 28



Doc ID: 003870210001 Type: RTG

BK 2975 Pg 40

MIN #: 100039032138692476

MERS Phone #: 888-679-6377

ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is 3300 S.W. 34TH AVENUE, SUITE 101 OCALA, FL 34474 does hereby grant, sell, assign, transfer and convey unto BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP whose address is 13150 WORLD GATE, HERNDON, VA 20170 all beneficial interest under that certain Mortgage described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

Original Lender: QUICKEN LOANS INC.
Original Borrower(s): JOHN DALEN AND JULIE A. DALEN, HUSBAND AND WIFE
Date of Mortgage: 12/20/2007
Original Loan Amount: \$118,750.00

Recorded in Oconee County, SC on: 12/21/2007, book 2551, page 206 and instrument number 010516

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on
Dated: 5-9-2011

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC.

By: Youda Crain
Youda Crain, Assistant Secretary

Witness: Malik Basurto

State of California
County of Ventura

Witness: Tina LeRaybaud

On May 9, 2011 before me, Jennie M. Kogak, Notary Public, personally appeared Youda Crain, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public, Jennie M. Kogak
My Commission Expires 10/3/2013

(Seal)

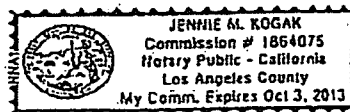


EXHIBIT C PAGE 1 OF 1

Pg 376



011066
600
23

Recording Requested By:
Bank of America
When recorded mail to:
CoreLogic
Mail Stop: ASGN
1 CoreLogic Drive
Westlake, TX 76262-9823



DocID# 10517533570616150

Tax ID: 295-01-02-007

Property Address:

109 Wood Valley Dr

Westminster, SC 29693-5003

SC0-AM 324M338 4/13/2015 FNN331A

FILED FOR RECORD
OCONEE COUNTY, SC
REGISTER OF DEEDS

2015 APR 22 A 11:48



Doc ID: 004556510001 Type: Mfg

BK 3382 Pg 237

This space for Recorder's use

ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is 4909 SAVARESE CIRCLE, TAMPA, FL 33634 does hereby grant, sell, assign, transfer and convey unto FEDERAL NATIONAL MORTGAGE ASSOCIATION whose address is 14221 DALLAS PARKWAY SUITE 1000, DALLAS, TX 75254 all beneficial interest under that certain Mortgage described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR QUICKEN LOANS INC., ITS SUCCESSORS AND ASSIGNS

Original Borrower(s): JOHN DALEN AND JULIE A. DALEN, HUSBAND AND WIFE

Date of Mortgage: 12/20/2007

Original Loan Amount: \$118,750.00

Recorded in Oconee County, SC on: 12/21/2007, book 2551, page 206 and instrument number 010516

Contact Federal National Mortgage Association for this instrument c/o Seterus, Inc, 14523 SW Millikan Way #200, Beaverton, OR 97005, telephone # 1-866-570-5277, which is responsible for receiving payments.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on
Dated: 04-13-2015

BANK OF AMERICA, N.A., SUCCESSOR BY MERGER
TO BAC HOME LOANS SERVICING, LP, FKA
COUNTRYWIDE HOME LOANS SERVICING LP

By: [Signature]
Giang Vu
Assistant Vice President

[Signature]
Audrey Lucas
Witness:

[Signature]
Tempti Jami
Witness:

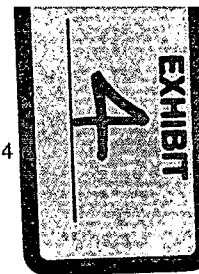
State of FL, County of Hillsborough

The foregoing instrument was acknowledged before me this APR 13 2015 by Giang Vu Assistant Vice President of BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP, FKA COUNTRYWIDE HOME LOANS SERVICING LP, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

[Signature]
Martha Lucia Correa
Notary Public: Martha Lucia Correa
My Commission Expires: 1/26/19



Martha Lucia Correa
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF192044
Expires 1/26/2019



Loan Number: [REDACTED]
 Statement Period: 01/1986 - 11/2014
 Date Prepared: 11/06/2014

Property Address:
 109 WOOD VALLEY DR
 WESTMINSTER, SC 29693

Transaction Date	Description	Total Payment	PMT/Mo	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
Beginning Balance				118,750.00		.00				.00
01/15/2008	INITIAL TAX DEP	626.32	01/2008	.00	.00	626.32	.00	.00	.00	.00
				118,750.00		626.32			.00	.00
02/01/2008	INITIAL TAX DEP	626.32	01/2008	.00	.00	626.32	.00	.00	.00	.00
				118,750.00		1,252.64			.00	.00
02/01/2008	INITIAL TAX DEP	-626.32	01/2008	.00	.00	-626.32	.00	.00	.00	.00
				118,750.00		626.32			.00	.00
02/04/2008	REGULAR PAYMENT	1,056.20	02/2008	102.25	667.97	285.98	.00	.00	.00	.00
				118,647.75		912.30			.00	.00
02/14/2008	PMI PMT MONTHLY	-77.19	02/2008	.00	.00	-77.19	.00	.00	.00	.00
				118,647.75		835.11			.00	.00
02/25/2008	REGULAR PAYMENT	1,056.20	03/2008	102.83	667.39	285.98	.00	.00	.00	.00
				118,544.92		1,121.09			.00	.00
03/12/2008	PMI PMT MONTHLY	-77.19	03/2008	.00	.00	-77.19	.00	.00	.00	.00
				118,544.92		1,043.90			.00	.00
03/14/2008	REGULAR PAYMENT	1,056.20	04/2008	103.40	666.82	285.98	.00	.00	.00	.00
				118,441.52		1,329.88			.00	.00
03/31/2008	REGULAR PAYMENT	1,056.20	05/2008	103.99	666.23	285.98	.00	.00	.00	.00
				118,337.53		1,615.86			.00	.00
03/31/2008	MISC. POSTING	43.80	05/2008	43.80	.00	.00	.00	.00	.00	.00
				118,293.73		1,615.86			.00	.00
04/11/2008	PMI PMT MONTHLY	-77.19	05/2008	.00	.00	-77.19	.00	.00	.00	.00
				118,293.73		1,538.67			.00	.00
05/12/2008	PMI PMT MONTHLY	-77.19	05/2008	.00	.00	-77.19	.00	.00	.00	.00
				118,293.73		1,461.48			.00	.00
05/12/2008	OVERAGE REFUND	-651.00	05/2008	.00	.00	-651.00	.00	.00	.00	.00
				118,293.73		810.48			.00	.00
05/23/2008	REGULAR PAYMENT	952.29	06/2008	104.82	665.40	182.07	.00	.00	.00	.00
				118,188.91		992.55			.00	.00
06/11/2008	PMI PMT MONTHLY	-77.19	06/2008	.00	.00	-77.19	.00	.00	.00	.00
				118,188.91		915.36			.00	.00
06/12/2008	REGULAR PAYMENT	952.29	07/2008	105.41	664.81	182.07	.00	.00	.00	.00
				118,083.50		1,097.43			.00	.00



Transaction Date	Description	Total Payment	PMT/Mo	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
07/14/2008	REGULAR PAYMENT	952.29	08/2008	106.00 117,977.50	664.22	182.07 1,279.50	.00	.00	.00 .00	.00 .00
07/14/2008	PMI PMT MONTHLY	-77.19	08/2008	.00 117,977.50	.00	-77.19 1,202.31	.00	.00	.00 .00	.00 .00
08/11/2008	PMI PMT MONTHLY	-77.19	08/2008	.00 117,977.50	.00	-77.19 1,125.12	.00	.00	.00 .00	.00 .00
08/22/2008	REGULAR PAYMENT	952.29	09/2008	106.60 117,870.90	663.62	182.07 1,307.19	.00	.00	.00 .00	.00 .00
09/12/2008	PMI PMT MONTHLY	-77.19	09/2008	.00 117,870.90	.00	-77.19 1,230.00	.00	.00	.00 .00	.00 .00
09/22/2008	REGULAR PAYMENT	952.29	10/2008	107.20 117,763.70	663.02	182.07 1,412.07	.00	.00	.00 .00	.00 .00
10/15/2008	PMI PMT MONTHLY	-77.19	10/2008	.00 117,763.70	.00	-77.19 1,334.88	.00	.00	.00 .00	.00 .00
10/22/2008	REGULAR PAYMENT	952.29	11/2008	107.80 117,655.90	662.42	182.07 1,516.95	.00	.00	.00 .00	.00 .00
11/13/2008	PMI PMT MONTHLY	-77.19	11/2008	.00 117,655.90	.00	-77.19 1,439.76	.00	.00	.00 .00	.00 .00
11/18/2008	ADDL INS PMT	-586.37	11/2008	.00 117,655.90	.00	-586.37 853.39	.00	.00	.00 .00	.00 .00
11/28/2008	REGULAR PAYMENT	952.29	12/2008	108.41 117,547.49	661.81	182.07 1,035.46	.00	.00	.00 .00	.00 .00
12/01/2008	COUNTY TAX PMT	-608.52	12/2008	.00 117,547.49	.00	-608.52 426.94	.00	.00	.00 .00	.00 .00
12/11/2008	PMI PMT MONTHLY	-77.19	12/2008	.00 117,547.49	.00	-77.19 349.75	.00	.00	.00 .00	.00 .00
12/26/2008	REGULAR PAYMENT	952.29	01/2009	109.02 117,438.47	661.20	182.07 531.82	.00	.00	.00 .00	.00 .00
01/14/2009	PMI PMT MONTHLY	-77.19	01/2009	.00 117,438.47	.00	-77.19 454.63	.00	.00	.00 .00	.00 .00
01/27/2009	REGULAR PAYMENT	952.29	02/2009	109.63 117,328.84	660.59	182.07 636.70	.00	.00	.00 .00	.00 .00
02/13/2009	PMI PMT MONTHLY	-77.19	02/2009	.00 117,328.84	.00	-77.19 559.51	.00	.00	.00 .00	.00 .00
02/27/2009	REGULAR PAYMENT	952.29	03/2009	110.25 117,218.59	659.97	182.07 741.58	.00	.00	.00 .00	.00 .00



Transaction Date	Description	Total Payment	PMT/Mo	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
03/11/2009	PMI PMT MONTHLY	-77.19	03/2009	.00 117,218.59	.00	-77.19 664.39	.00	.00	.00 .00	.00 .00
03/24/2009	REGULAR PAYMENT	952.29	04/2009	110.87 117,107.72	659.35	182.07 846.46	.00	.00	.00 .00	.00 .00
04/09/2009	REGULAR PAYMENT	952.29	05/2009	111.49 116,996.23	658.73	182.07 1,028.53	.00	.00	.00 .00	.00 .00
04/15/2009	PMI PMT MONTHLY	-77.19	05/2009	.00 116,996.23	.00	-77.19 951.34	.00	.00	.00 .00	.00 .00
05/01/2009	OVERAGE REFUND	160.14	05/2009	.00 116,996.23	.00	-160.14 791.20	.00	.00	.00 .00	.00 .00
05/15/2009	PMI PMT MONTHLY	-77.19	05/2009	.00 116,996.23	.00	-77.19 714.01	.00	.00	.00 .00	.00 .00
05/27/2009	REGULAR PAYMENT	949.53	06/2009	112.12 116,884.11	658.10	179.31 893.32	.00	.00	.00 .00	.00 .00
06/15/2009	PMI PMT MONTHLY	-77.19	06/2009	.00 116,884.11	.00	-77.19 816.13	.00	.00	.00 .00	.00 .00
06/15/2009	REGULAR PAYMENT	949.53	07/2009	112.75 116,771.36	657.47	179.31 995.44	.00	.00	.00 .00	.00 .00
06/24/2009	REGULAR PAYMENT	949.53	08/2009	113.38 116,657.98	656.84	179.31 1,174.75	.00	.00	.00 .00	.00 .00
07/13/2009	PMI PMT MONTHLY	-77.19	08/2009	.00 116,657.98	.00	-77.19 1,097.56	.00	.00	.00 .00	.00 .00
07/22/2009	REGULAR PAYMENT	949.53	09/2009	114.02 116,543.96	656.20	179.31 1,276.87	.00	.00	.00 .00	.00 .00
08/13/2009	PMI PMT MONTHLY	-77.19	09/2009	.00 116,543.96	.00	-77.19 1,199.68	.00	.00	.00 .00	.00 .00
09/17/2009	PMI PMT MONTHLY	-77.19	09/2009	.00 116,543.96	.00	-77.19 1,122.49	.00	.00	.00 .00	.00 .00
09/28/2009	REGULAR PAYMENT	949.53	10/2009	114.66 116,429.30	655.56	179.31 1,301.80	.00	.00	.00 .00	.00 .00
09/28/2009	MISC. POSTING	2.76	10/2009	2.76 116,426.54	.00	.00 1,301.80	.00	.00	.00 .00	.00 .00
10/19/2009	PMI PMT MONTHLY	-77.19	10/2009	.00 116,426.54	.00	-77.19 1,224.61	.00	.00	.00 .00	.00 .00
10/29/2009	REGULAR PAYMENT	949.53	11/2009	115.32 116,311.22	654.90	179.31 1,403.82	.00	.00	.00 .00	.00 .00

Bank of America



Page 7

Transaction Date	Description	Total Payment	PMT/Mo	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
11/10/2009	PMI PMT MONTHLY	-77.19	11/2009	.00	.00	-77.19	.00	.00	.00	.00
				116,311.22		1,326.73			.00	.00
11/18/2009	ADDL INS PMT	-657.04	11/2009	.00	.00	-657.04	.00	.00	.00	.00
				116,311.22		669.69			.00	.00
11/27/2009	REGULAR PAYMENT	949.53	12/2009	115.07	654.25	179.31	.00	.00	.00	.00
				116,185.25		849.00			.00	.00
12/18/2009	PMI PMT MONTHLY	-77.19	12/2009	.00	.00	-77.19	.00	.00	.00	.00
				116,185.25		771.81			.00	.00
12/29/2009	REGULAR PAYMENT	949.53	01/2010	116.62	653.60	179.31	.00	.00	.00	.00
				116,078.63		951.12			.00	.00
12/29/2009	COUNTY TAX PMT	-595.35	01/2010	.00	.00	-595.35	.00	.00	.00	.00
				116,078.63		355.77			.00	.00
01/20/2010	PMI PMT MONTHLY	-77.19	01/2010	.00	.00	-77.19	.00	.00	.00	.00
				116,078.63		278.58			.00	.00
01/29/2010	REGULAR PAYMENT	949.53	02/2010	117.28	652.94	179.31	.00	.00	.00	.00
				115,961.35		457.89			.00	.00
02/16/2010	PMI PMT MONTHLY	-77.19	02/2010	.00	.00	-77.19	.00	.00	.00	.00
				115,961.35		380.70			.00	.00
03/05/2010	REGULAR PAYMENT	949.53	03/2010	117.94	652.28	179.31	.00	.00	.00	.00
				115,843.41		560.01			.00	.00
03/16/2010	PMI PMT MONTHLY	-77.19	03/2010	.00	.00	-77.19	.00	.00	.00	.00
				115,843.41		482.82			.00	.00
03/18/2010	REGULAR PAYMENT	949.53	04/2010	118.60	651.62	179.31	.00	.00	.00	.00
				115,724.81		662.13			.00	.00
04/14/2010	PMI PMT MONTHLY	-77.19	04/2010	.00	.00	-77.19	.00	.00	.00	.00
				115,724.81		584.84			.00	.00
05/03/2010	REGULAR PAYMENT	949.53	05/2010	119.27	650.95	179.31	.00	.00	.00	.00
				115,605.54		764.25			.00	.00
05/14/2010	PMI PMT MONTHLY	-77.19	05/2010	.00	.00	-77.19	.00	.00	.00	.00
				115,605.54		687.06			.00	.00
05/28/2010	REGULAR PAYMENT	958.94	06/2010	119.94	650.28	188.72	.00	.00	.00	.00
				115,485.60		875.78			.00	.00
06/15/2010	PMI PMT MONTHLY	-77.19	06/2010	.00	.00	-77.19	.00	.00	.00	.00
				115,485.60		798.59			.00	.00
07/15/2010	PMI PMT MONTHLY	-77.19	06/2010	.00	.00	-77.19	.00	.00	.00	.00
				115,485.60		721.40			.00	.00



Transaction Date	Description	Total Payment	PMT/Mo	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
07/16/2010	REGULAR PAYMENT	958.94	07/2010	120.61 115,364.99	649.61	188.72 910.12	.00	.00	.00 .00	.00 .00
08/16/2010	REGULAR PAYMENT	958.94	08/2010	121.29 115,243.70	648.93	188.72 1,098.84	.00	.00	.00 .00	.00 .00
08/16/2010	PMI PMT MONTHLY	-77.19	08/2010	.00 115,243.70	.00	-77.19 1,021.65	.00	.00	.00 .00	.00 .00
08/30/2010	REGULAR PAYMENT	958.94	09/2010	121.97 115,121.73	648.25	188.72 1,210.37	.00	.00	.00 .00	.00 .00
09/15/2010	PMI PMT MONTHLY	-77.19	09/2010	.00 115,121.73	.00	-77.19 1,133.18	.00	.00	.00 .00	.00 .00
10/14/2010	PMI PMT MONTHLY	-77.19	09/2010	.00 115,121.73	.00	-77.19 1,055.99	.00	.00	.00 .00	.00 .00
11/12/2010	PMI PMT MONTHLY	-77.19	09/2010	.00 115,121.73	.00	-77.19 978.80	.00	.00	.00 .00	.00 .00
11/15/2010	REGULAR PAYMENT	958.94	10/2010	122.66 114,999.07	647.56	188.72 1,167.52	.00	.00	.00 -38.51	.00 .00
11/15/2010	HAZARD INS PMT	-878.28	10/2010	.00 114,999.07	.00	-878.28 289.24	.00	.00	.00 -38.51	.00 .00
12/14/2010	PMI PMT MONTHLY	-77.19	10/2010	.00 114,999.07	.00	-77.19 212.05	.00	.00	.00 -38.51	.00 .00
12/20/2010	COUNTY TAX PMT	-578.73	10/2010	.00 114,999.07	.00	-578.73 -366.68	.00	.00	.00 -38.51	.00 .00
01/14/2011	PMI PMT MONTHLY	-77.19	10/2010	.00 114,999.07	.00	-77.19 -443.87	.00	.00	.00 -38.51	.00 .00
02/14/2011	PMI PMT MONTHLY	-77.19	10/2010	.00 114,999.07	.00	-77.19 -521.06	.00	.00	.00 -38.51	.00 .00
03/15/2011	PMI PMT MONTHLY	-77.19	10/2010	.00 114,999.07	.00	-77.19 -598.25	.00	.00	.00 -38.51	.00 .00
04/14/2011	PMI PMT MONTHLY	-77.19	10/2010	.00 114,999.07	.00	-77.19 -675.44	.00	.00	.00 -38.51	.00 .00
05/12/2011	PMI PMT MONTHLY	-77.19	10/2010	.00 114,999.07	.00	-77.19 -752.63	.00	.00	.00 -38.51	.00 .00
06/14/2011	PMI PMT MONTHLY	-77.19	10/2010	.00 114,999.07	.00	-77.19 -829.82	.00	.00	.00 -38.51	.00 .00
07/14/2011	PMI PMT MONTHLY	-77.19	10/2010	.00 114,999.07	.00	-77.19 -907.01	.00	.00	.00 -38.51	.00 .00

Bank of America



Page 9

Transaction Date	Description	Total Payment	PMT/Mo	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
07/18/2011	MISC. POSTING	500.00	10/2010	.00	.00	.00	.00	.00	.00	500.00
				114,999.07		-907.01			-38.51	500.00
08/11/2011	PMI PMT MONTHLY	-77.19	10/2010	.00	.00	-77.19	.00	.00	.00	.00
				114,999.07		-984.20			-38.51	500.00
08/11/2011	MISC. POSTING	500.00	10/2010	.00	.00	.00	.00	.00	.00	500.00
				114,999.07		-984.20			-38.51	1,000.00
08/12/2011	MISC. POSTING	-958.94	10/2010	.00	.00	.00	.00	.00	.00	-958.94
				114,999.07		-984.20			-38.51	41.06
08/12/2011	REGULAR PAYMENT	958.94	11/2010	123.35	646.87	188.72	.00	.00	.00	.00
				114,875.72		-795.48			-77.02	41.06
08/24/2011	MISC. POSTING	.00	11/2010	.00	.00	.00	.00	.00	41.06	-41.06
				114,875.72		-795.48			-35.96	.00
09/14/2011	PMI PMT MONTHLY	-77.19	11/2010	.00	.00	-77.19	.00	.00	.00	.00
				114,875.72		-872.67			-35.96	.00
10/14/2011	PMI PMT MONTHLY	-77.19	11/2010	.00	.00	-77.19	.00	.00	.00	.00
				114,875.72		-949.86			-35.96	.00
11/08/2011	PMI PMT MONTHLY	-77.19	11/2010	.00	.00	-77.19	.00	.00	.00	.00
				114,875.72		-1,027.05			-35.96	.00
11/14/2011	HAZARD INS PMT	-891.50	11/2010	.00	.00	-891.50	.00	.00	.00	.00
				114,875.72		-1,818.55			-35.96	.00
12/09/2011	PMI PMT MONTHLY	-77.19	11/2010	.00	.00	-77.19	.00	.00	.00	.00
				114,875.72		-1,995.74			-35.96	.00
12/14/2011	COUNTY TAX PMT	-443.50	11/2010	.00	.00	-443.50	.00	.00	.00	.00
				114,875.72		-2,439.24			-35.96	.00
01/10/2012	PMI PMT MONTHLY	-77.19	11/2010	.00	.00	-77.19	.00	.00	.00	.00
				114,875.72		-2,516.43			-35.96	.00
02/17/2012	PMI PMT MONTHLY	-77.19	11/2010	.00	.00	-77.19	.00	.00	.00	.00
				114,875.72		-2,593.62			-35.96	.00
03/16/2012	PMI PMT MONTHLY	-77.19	11/2010	.00	.00	-77.19	.00	.00	.00	.00
				114,875.72		-2,670.81			-35.96	.00
04/16/2012	PMI PMT MONTHLY	-77.19	11/2010	.00	.00	-77.19	.00	.00	.00	.00
				114,875.72		-2,748.00			-35.96	.00
05/10/2012	PMI PMT MONTHLY	-77.19	11/2010	.00	.00	-77.19	.00	.00	.00	.00
				114,875.72		-2,825.19			-35.96	.00
06/10/2012	PMI PMT MONTHLY	-77.19	11/2010	.00	.00	-77.19	.00	.00	.00	.00
				114,875.72		-2,902.38			-35.96	.00



Transaction Date	Description	Total Payment	PMT/Mo	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
07/18/2012	PMI PMT MONTHLY	-77.19	11/2010	.00	.00	-77.19	.00	.00	.00	.00
				114,875.72		-2,978.57			-35.96	.00
08/17/2012	PMI PMT MONTHLY	-77.19	11/2010	.00	.00	-77.19	.00	.00	.00	.00
				114,875.72		-3,056.76			-35.96	.00
09/18/2012	PMI PMT MONTHLY	-77.19	11/2010	.00	.00	-77.19	.00	.00	.00	.00
				114,875.72		-3,133.95			-35.96	.00
10/18/2012	PMI PMT MONTHLY	-77.19	11/2010	.00	.00	-77.19	.00	.00	.00	.00
				114,875.72		-3,211.14			-35.96	.00
11/13/2012	HAZARD INS PMT	-1,070.59	11/2010	.00	.00	-1,070.59	.00	.00	.00	.00
				114,875.72		-4,281.73			-35.96	.00
11/16/2012	PMI PMT MONTHLY	-77.19	11/2010	.00	.00	-77.19	.00	.00	.00	.00
				114,875.72		-4,358.92			-35.96	.00
12/03/2012	COUNTY TAX PMT	-443.50	11/2010	.00	.00	-443.50	.00	.00	.00	.00
				114,875.72		-4,802.42			-35.96	.00
12/12/2012	ADDL INS PMT	-43.19	11/2010	.00	.00	-43.19	.00	.00	.00	.00
				114,875.72		-4,845.61			-35.96	.00
12/14/2012	PMI PMT MONTHLY	-77.19	11/2010	.00	.00	-77.19	.00	.00	.00	.00
				114,875.72		-4,922.80			-35.96	.00
01/15/2013	PMI PMT MONTHLY	-77.19	11/2010	.00	.00	-77.19	.00	.00	.00	.00
				114,875.72		-4,999.99			-35.96	.00
02/15/2013	PMI PMT MONTHLY	-77.19	11/2010	.00	.00	-77.19	.00	.00	.00	.00
				114,875.72		-5,077.18			-35.96	.00
03/14/2013	PMI PMT MONTHLY	-77.19	11/2010	.00	.00	-77.19	.00	.00	.00	.00
				114,875.72		-5,154.37			-35.96	.00
04/11/2013	PMI PMT MONTHLY	-77.19	11/2010	.00	.00	-77.19	.00	.00	.00	.00
				114,875.72		-5,231.56			-35.96	.00
05/14/2013	PMI PMT MONTHLY	-77.19	11/2010	.00	.00	-77.19	.00	.00	.00	.00
				114,875.72		-5,308.75			-35.96	.00
06/13/2013	PMI PMT MONTHLY	-77.19	11/2010	.00	.00	-77.19	.00	.00	.00	.00
				114,875.72		-5,385.94			-35.96	.00
07/15/2013	PMI PMT MONTHLY	-77.19	11/2010	.00	.00	-77.19	.00	.00	.00	.00
				114,875.72		-5,463.13			-35.96	.00
08/15/2013	PMI PMT MONTHLY	-77.19	11/2010	.00	.00	-77.19	.00	.00	.00	.00
				114,875.72		-5,540.32			-35.96	.00
09/13/2013	PMI PMT MONTHLY	-77.19	11/2010	.00	.00	-77.19	.00	.00	.00	.00
				114,875.72		-5,617.51			-35.96	.00



Transaction Date	Description	Total Payment	PMT/Mo	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
10/11/2013	PMI PMT MONTHLY	-77.19	11/2010	.00	.00	-77.19	.00	.00	.00	.00
				114,875.72		-5,694.70			-35.96	.00
11/12/2013	HAZARD INS PMT	-1,161.42	11/2010	.00	.00	-1,161.42	.00	.00	.00	.00
				114,875.72		-6,856.12			-35.96	.00
11/15/2013	PMI PMT MONTHLY	-77.19	11/2010	.00	.00	-77.19	.00	.00	.00	.00
				114,875.72		-6,933.31			-35.96	.00
11/26/2013	COUNTY TAX PMT	-452.12	11/2010	.00	.00	-452.12	.00	.00	.00	.00
				114,875.72		-7,385.43			-35.96	.00
12/12/2013	PMI PMT MONTHLY	-77.19	11/2010	.00	.00	-77.19	.00	.00	.00	.00
				114,875.72		-7,462.62			-35.96	.00
01/13/2014	PMI PMT MONTHLY	-77.19	11/2010	.00	.00	-77.19	.00	.00	.00	.00
				114,875.72		-7,539.81			-35.96	.00
02/14/2014	PMI PMT MONTHLY	-77.19	11/2010	.00	.00	-77.19	.00	.00	.00	.00
				114,875.72		-7,617.00			-35.96	.00
03/14/2014	PMI PMT MONTHLY	-77.19	11/2010	.00	.00	-77.19	.00	.00	.00	.00
				114,875.72		-7,694.19			-35.96	.00
04/14/2014	PMI PMT MONTHLY	-77.19	11/2010	.00	.00	-77.19	.00	.00	.00	.00
				114,875.72		-7,771.38			-35.96	.00
05/13/2014	PMI PMT MONTHLY	-77.19	11/2010	.00	.00	-77.19	.00	.00	.00	.00
				114,875.72		-7,848.57			-35.96	.00
06/03/2014	PMI PMT MONTHLY	-77.19	11/2010	.00	.00	-77.19	.00	.00	.00	.00
				114,875.72		-7,925.76			-35.96	.00
07/15/2014	PMI PMT MONTHLY	-77.19	11/2010	.00	.00	-77.19	.00	.00	.00	.00
				114,875.72		-8,002.95			-35.96	.00
08/15/2014	PMI PMT MONTHLY	-77.19	11/2010	.00	.00	-77.19	.00	.00	.00	.00
				114,875.72		-8,080.14			-35.96	.00
09/15/2014	PMI PMT MONTHLY	-77.19	11/2010	.00	.00	-77.19	.00	.00	.00	.00
				114,875.72		-8,157.33			-35.96	.00
10/15/2014	PMI PMT MONTHLY	-77.19	11/2010	.00	.00	-77.19	.00	.00	.00	.00
				114,875.72		-8,234.52			-35.96	.00



Fee Transaction Activity (01/1986 - 11/2014)

Transaction Date	Fee Description	Charges	Payments
12/29/2010	Property Inspection	15.00	.00
02/03/2011	Property Inspection	15.00	.00
03/14/2011	Property Inspection	15.00	.00
04/07/2011	Property Inspection	15.00	.00
05/08/2011	Property Inspection	15.00	.00
06/22/2011	Property Inspection	15.00	.00
06/28/2011	Property Inspection	15.00	.00
08/02/2011	Property Inspection - Adjustment	-15.00	.00
08/15/2011	Property Inspection	15.00	.00
09/09/2011	Property Inspection	15.00	.00
10/05/2011	Title Fee	225.00	.00
10/05/2011	Attorney/Trustee Fee	550.00	.00
10/10/2011	Property Inspection	15.00	.00
11/10/2011	Property Inspection	15.00	.00
12/14/2011	Property Inspection	15.00	.00
01/05/2012	Property Inspection	15.00	.00
01/26/2012	Process Server	405.00	.00
01/26/2012	Attorney/Trustee Fee	185.00	.00
01/26/2012	Court Filing Fee	150.00	.00
01/26/2012	Property Inspection	14.00	.00
03/06/2012	Property Inspection	14.00	.00
03/27/2012	Property Inspection	14.00	.00
05/10/2012	Property Inspection	14.00	.00
06/27/2012	Property Inspection - Adjustment	-15.00	.00
06/27/2012	Property Inspection - Adjustment	-14.00	.00



Transaction Date	Fee Description	Charges	Payments
06/27/2012	Property Inspection - Adjustment	-7.00	.00
11/27/2012	Property Inspection - Adjustment	-15.00	.00
12/07/2012	Property Inspection	15.00	.00
02/16/2013	Property Inspection	15.00	.00
03/15/2013	Property Inspection	15.00	.00
05/19/2013	Property Inspection	15.00	.00
06/24/2013	Property Inspection	15.00	.00
07/24/2013	Property Inspection	15.00	.00
08/26/2013	Property Inspection	15.00	.00
08/28/2013	Property Inspection - Adjustment	-15.00	.00
09/25/2013	Property Inspection	15.00	.00
10/25/2013	Property Inspection	15.00	.00
11/25/2013	Property Inspection	15.00	.00
12/17/2013	Property Inspection	15.00	.00
01/20/2014	Property Inspection	15.00	.00
02/17/2014	Property Inspection	15.00	.00
03/19/2014	Property Inspection	15.00	.00
03/21/2014	Property Inspection - Adjustment	-15.00	.00
04/17/2014	Property Inspection	15.00	.00
05/19/2014	Property Inspection	15.00	.00
06/16/2014	Property Inspection	15.00	.00
07/17/2014	Property Inspection-Vacant	15.00	.00
08/15/2014	Property Inspection-Vacant	15.00	.00
09/16/2014	Property Inspection	15.00	.00

P309 LN XXXXXXXXXX MORTGAGE LOAN HISTORY 05-03-16
NAME J DALEN INV-LN XXXXXXXXXX 12-01-10 TYPE 16
BR 00 MAN F P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00
HUD .00 NEI 958.94 SF .00250000 SUSP .00 STOP D B P F N A D L
REP .00 RES .00 F 0 0 2 X 0 0 4

	04-27	04-19	04-19	04-11	03-17
APP	00-00	12-10	04-16	00-00	12-10
DUE	6 31	1 61	3 10	6 30	1 61
TYPE/TRAN	.00	77.19	77.19-	.00	77.19
AMOUNT	.00	.00	.00	.00	.00
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	114,875.72	114,875.72	114,875.72	114,875.72	114,875.72
INT-PD	.00	.00	.00	.00	.00
ESC-PD	.00	77.19	77.19-	.00	77.19
ESC-BAL	.00	.00	77.19-	.00	.00
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES	.00	.00	.00	.00	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	12,611.97	12,611.97	12,534.78	12,534.78	12,534.78
SUSP	.00	.00	.00	.00	.00
SC/PAYEE	EB56411		013	AT15623	

PAGE 00001 OF 00010 TRANS AVAILABLE

49 OLDEST TRAN 05-27-15 /P

P309 LN XXXXXXXXXX MORTGAGE LOAN HISTORY 05-03-16
NAME J DALEN INV-LN XXXXXXXXXX DUE 12-01-10 TYPE 16
BR 00 MAN F P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00
HUD .00 NET 958.94 SF .00250000 SUSP .00 STOP D B P F N A D L
REP .00 RES .00 F 0 0 2 X 0 0 4

APP	03-17	03-07	02-12	02-12	02-05
DUE	03-16	00-00	12-10	02-16	00-00
TYPE/TRAN	3 10	6 30	1 61	3 10	6 30
AMOUNT	77.19-	.00	77.19	77.19-	.00
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	114,875.72	114,875.72	114,875.72	114,875.72	114,875.72
INT-PD	.00	.00	.00	.00	.00
ESC-PD	77.19-	.00	77.19	77.19-	.00
ESC-BAL	77.19-	.00	.00	77.19-	.00
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES	.00	.00	.00	.00	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	12,457.59	12,457.59	12,457.59	12,380.40	12,380.40
SUSP	.00	.00	.00	.00	.00
SC/PAYEE	013	AT15623		013	AT15623

PAGE 00002 OF 00010 TRANS AVAILABLE

49 OLDEST TRAN 05-27-15 /P

P309 LN XXXXXXXXXX MORTGAGE LOAN HISTORY 05-03-16
NAME J DALEN INV-LN XXXXXXXXXX DUE 12-01-10 TYPE 16
BR 00 MAN F P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00
HUD .00 NET 958.94 SF .00250000 SUSP .00 STOP D B P F N A D L
REP .00 RES .00 F 0 0 2 X 0 0 4
APP 02-03 02-03 01-27 01-14 01-14
DUE 00-00 00-00 00-00 12-10 01-16
TYPE/TRAN 6 30 6 30 6 31 1 61 3 10
AMOUNT .00 .00 .00 77.19 77.19-
PRIN-PD .00 .00 .00 .00 .00
PRIN-BAL 114,875.72 114,875.72 114,875.72 114,875.72 114,875.72
INT-PD .00 .00 .00 .00 .00
ESC-PD .00 .00 .00 77.19 77.19-
ESC-BAL .00 .00 .00 .00 77.19-
A&H-INS .00 .00 .00 .00 .00
LIFE-INS .00 .00 .00 .00 .00
LC/FEES .00 .00 .00 .00 .00
MISC-PD .00 .00 .00 .00 .00
ADV-BAL 12,380.40 12,380.40 12,380.40 12,380.40 12,303.21
SUSP .00 .00 .00 .00 .00
SC/PAYEE AT15623 AT15623 EB56411 013

PAGE 00003 OF 00010 TRANS AVAILABLE

49 OLDEST TRAN 05-27-15 /P

P309 LN ~~XXXXXXXXXX~~ MORTGAGE LOAN HISTORY 05-03-16
NAME J DALEN INV-LN ~~XXXXXXXXXX~~ DUE 12-01-10 TYPE 16
BR 00 MAN F P-TYPE 1 INT .0675000 FIRST FB 114,875.72 2ND FB .00
HUD .00 NET 958.94 SF .00250000 SUSP .00 STOP D B P F N A D L
REP .00 RES .00 F 0 0 2 X 0 0 4
APP 12-23 12-14 12-14 11-30 11-30
DUE 00-00 12-10 12-15 12-10 12-15
TYPE/TRAN 6 31 1 61 3 10 1 61 3 51
AMOUNT .00 77.19 77.19- 1,049.32 1,049.32-
PRIN-PD .00 .00 .00 .00 .00
PRIN-BAL 114,875.72 114,875.72 114,875.72 114,875.72 114,875.72
INT-PD .00 .00 .00 .00 .00
ESC-PD .00 77.19 77.19- 1,049.32 1,049.32-
ESC-BAL .00 .00 77.19- .00 1,049.32-
A&H-INS .00 .00 .00 .00 .00
LIFE-INS .00 .00 .00 .00 .00
LC/FEES .00 .00 .00 .00 .00
MISC-PD .00 .00 .00 .00 .00
ADV-BAL 12,303.21 12,303.21 12,226.02 12,226.02 11,176.70
SUSP .00 .00 .00 .00 .00
SC/PAYEE EB11937 013 ALL00

PAGE 00004 OF 00010 TRANS AVAILABLE 49 OLDEST TRAN 05-27-15 /P

P309 LN XXXXXXXXXX MORTGAGE LOAN HISTORY 05-03-16
NAME J DALEN INV-LN XXXXXXXXXX DUE 12-01-10 TYPE 16
BR 00 MAN F P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00
HUD .00 NET 958.94 SF .00250000 SUSP .00 STOP D B P F N A D L
REP .00 RES .00 F 0 0 2 X 0 0 4

APP	11-24	11-19	11-19	11-16	11-13
DUE	00-00	12-10	12-15	12-10	12-10
TYPE/TRAN	6 31	1 61	3 12	1 52	1 61
AMOUNT	.00	452.12	452.12-	.00	77.19
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	114,875.72	114,875.72	114,875.72	114,875.72	114,875.72
INT-PD	.00	.00	.00	.00	.00
ESC-PD	.00	452.12	452.12-	.00	77.19
ESC-BAL	.00	.00	452.12-	.00	.00
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES	.00	.00	.00 1	12.25-	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	11,176.70	11,176.70	10,724.58	10,724.58	10,724.58
SUSP	.00	.00	.00	.00	.00
SC/PAYEE	EB11937		39073		

PAGE 00005 OF 00010 TRANS AVAILABLE

49 OLDEST TRAN 05-27-15 /P

P309 LN XXXXXXXXXX MORTGAGE LOAN HISTORY 05-03-16
NAME J DALEN INV-LN XXXXXXXXXX TE 12-01-10 TYPE 16
BR 00 MAN F P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00
HUD .00 NET 958.94 SF .00250000 SUSP .00 STOP DB P F N A D L
REP .00 RES .00 F 0 0 2 X 0 0 4

APP	11-13	10-29	10-15	10-15	09-22
DUE	11-15	00-00	12-10	10-15	00-00
TYPE/TRAN	3 10	6 30	1 61	3 10	6 30
AMOUNT	77.19-	.00	77.19	77.19-	.00
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	114,875.72	114,875.72	114,875.72	114,875.72	114,875.72
INT-PD	.00	.00	.00	.00	.00
ESC-PD	77.19-	.00	77.19	77.19-	.00
ESC-BAL	77.19-	.00	.00	77.19-	.00
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES	.00	.00	.00	.00	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	10,647.39	10,647.39	10,647.39	10,570.20	10,570.20
SUSP	.00	.00	.00	.00	.00
SC/PAYEE	013	AT15623		013	AT15623

PAGE 00006 OF 00010 TRANS AVAILABLE

49 OLDEST TRAN 05-27-15 /P

P309 LN XXXXXXXXXX MORTGAGE LOAN HISTORY 05-03-16
NAME J DALEN INV-LN XXXXXXXXXX DUE 12-01-10 TYPE 16
BR 00 MAN F P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00
HUD .00 NET 958.94 SF .00250000 SUSP .00 STOP D B P F N A D L
REP .00 RES .00 F 0 0 2 X 0 0 4

	09-16	09-16	09-15	08-27	08-26
APP	12-10	09-15	00-00	00-00	12-10
DUE	1 61	3 10	6 30	6 31	1 61
TYPE/TRAN	77.19	77.19-	.00	.00	77.19
AMOUNT	.00	.00	.00	.00	.00
PRIN-PD	114,875.72	114,875.72	114,875.72	114,875.72	114,875.72
PRIN-BAL	.00	.00	.00	.00	.00
INT-PD	77.19	77.19-	.00	.00	77.19
ESC-PD	.00	77.19-	.00	.00	.00
ESC-BAL	.00	.00	.00	.00	.00
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES	.00	.00	.00	.00	.00
MISC-PD	10,570.20	10,493.01	10,493.01	10,493.01	10,493.01
ADV-BAL	.00	.00	.00	.00	.00
SUSP		013	AT15623	EB11937	
SC/PAYEE					

PAGE 00007 OF 00010 TRANS AVAILABLE

49 OLDEST TRAN 05-27-15 /P

P309 LN	MORTGAGE LOAN HISTORY				05-03-16	
NAME J DALEN	INV-LN	DUE 12-01-10 TYPE 16				
BR 00 MAN F P-TYPE 1 INT .0675000 FIRST PB	114,875.72	2ND PB .00				
HUD .00 NET 958.94 SF .00250000 SUSP	.00 STOP D B P F N A D L					
REP .00 RES .00	F 0 0 2 X 0 0 4					
APP	08-26	08-17	08-17	08-05	07-30	
DUE	08-15	00-00	00-00	00-00	00-00	
TYPE/TRAN	3 10	6 30	6 30	6 33	6 31	
AMOUNT	77.19-	.00	.00	.00	.00	
PRIN-PD	.00	.00	.00	.00	.00	
PRIN-BAL	114,875.72	114,875.72	114,875.72	114,875.72	114,875.72	
INT-PD	.00	.00	.00	.00	.00	
ESC-PD	77.19-	.00	.00	.00	.00	
ESC-BAL	77.19-	.00	.00	.00	.00	
A&H-INS	.00	.00	.00	.00	.00	
LIFE-INS	.00	.00	.00	.00	.00	
LC/FEES	.00	.00	.00	.00	.00	
MISC-PD	.00	.00	.00	.00	.00	
ADV-BAL	10,415.82	10,415.82	10,415.82	10,415.82	10,415.82	
SUSP	.00	.00	.00	.00	.00	
SC/PAYEE 013	AT15623	AT15623	EA50051	EB11937		

PAGE 00008 OF 00010 TRANS AVAILABLE

49 OLDEST TRAN 05-27-15 /P

P309 LN XXXXXXXXXX MORTGAGE LOAN HISTORY 05-03-16
NAME J DALEN INV-LN XXXXXXXXXX SUE 12-01-10 TYPE 16
BR 00 MAN F P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00
HUD .00 NET 958.94 SF .00250000 SUSP .00 STOP D B P F N A D L
REP .00 RES .00 F 0 0 2 X 0 0 4

APP	07-28	07-28	07-24	06-24	06-24
DUE	12-10	07-15	00-00	12-10	06-15
TYPE/TRAN	1 61	3 10	6 30	1 61	3 10
AMOUNT	77.19	77.19-	.00	77.19	77.19-
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	114,875.72	114,875.72	114,875.72	114,875.72	114,875.72
INT-PD	.00	.00	.00	.00	.00
ESC-PD	77.19	77.19-	.00	77.19	77.19-
ESC-BAL	.00	77.19-	.00	.00	77.19-
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES	.00	.00	.00	.00	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	10,415.82	10,338.63	10,338.63	10,338.63	10,261.44
SUSP	.00	.00	.00	.00	.00
SC/PAYEE		013	AT15623		013

PAGE 00009 OF 00010 TRANS AVAILABLE

49 OLDEST TRAN 05-27-15 /P

P309 LN XXXXXXXXXX MORTGAGE LOAN HISTORY 05-03-16
NAME J DALEN INV-LN XXXXXXXXXX E 12-01-10 TYPE 16
BR 00 MAN F P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00
HUD .00 NET 958.94 SF .00250000 SUSP .00 STOP D B P F N A D L
REP .00 RES .00 F 0 0 2 X 0 0 4

APP	06-24	05-29	05-29	05-27	04-28
DUE	00-00	12-10	05-15	00-00	12-10
TYPE/TRAN	6 31	1 61	3 10	6 31	1 61
AMOUNT	.00	77.19	77.19-	.00	154.38
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	114,875.72	114,875.72	114,875.72	114,875.72	114,875.72
INT-PD	.00	.00	.00	.00	.00
ESC-PD	.00	77.19	77.19-	.00	154.38
ESC-BAL	.00	.00	77.19-	.00	.00
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES	.00	.00	.00	.00	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	10,261.44	10,261.44	10,184.25	10,184.25	10,184.25
SUSP	.00	.00	.00	.00	.00
SC/PAYEE	EB11937		013	EB11937	

PAGE 00010 OF 00024 TRANS AVAILABLE

118 OLDEST TRAN 04-08-15 /P

P309 LN XXXXXXXXXX MORTGAGE LOAN HISTORY 05-03-16
NAME J DALEN INV-LN XXXXXXXXXX DUE 12-01-10 TYPE 16
BR 00 MAN F P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00
HUD .00 NET 958.94 SF .00250000 SUSP .00 STOP D.B P F N A D L
REP .00 RES .00 F 0 0 2 X 0 0 4

	04-28	04-23	04-15	04-10	04-10
APP					
DUE	04-15	00-00	12-10	12-10	12-10
TYPE/TRAN	3 10	6 31	1 32	1 61	1 70
AMOUNT	154.38-	.00	.00	10,029.87	29.88-
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	114,875.72	114,875.72	114,875.72	114,875.72	114,875.72
INT-PD	.00	.00	.00	.00	.00
ESC-PD	154.38-	.00	.00	10,029.87	29.88-
ESC-BAL	154.38-	.00	.00	.00	10,029.87-
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES	.00	.00 L	12.25-	.00	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	10,029.87	10,029.87	10,029.87	10,029.87	.00
SUSP	.00	.00	.00	.00	.00
SC/PAYEE	013	EB11937			

PAGE 00011 OF 00024 TRANS AVAILABLE 118 OLDEST TRAN 04-08-15 /P

P309 LN XXXXXXXXXX MORTGAGE LOAN HISTORY 05-03-16
NAME J DALEN INV-LN XXXXXXXXXX DUE 12-01-10 TYPE 16
BR 00 MAN F P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00
HUD .00 NET 958.94 SF .00250000 SUSP .00 STOP D B P F N A D L
REP .00 RES .00 F 0 0 2 X 0 0 4

APP	04-10	04-09	04-09	04-09	04-09
DUE	12-10	00-00	00-00	00-00	00-00
TYPE/TRAN	1 70	7 45	7 45	7 45	7 45
AMOUNT	9,999.99-	15.00	15.00	15.00	15.00
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	114,875.72	114,875.72	114,875.72	114,875.72	114,875.72
INT-PD	.00	.00	.00	.00	.00
ESC-PD	9,999.99-	.00	.00	.00	.00
ESC-BAL	9,999.99-	.00	.00	.00	.00
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES	.00	.00	.00	.00	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	.00	.00	.00	.00	.00
SUSP	.00	.00	.00	.00	.00
SC/PAYEE					

PAGE 00012 OF 00024 TRANS AVAILABLE

118 OLDEST TRAN 04-08-15 /P

P309 LN XXXXXXXXXX MORTGAGE LOAN HISTORY. 05-03-16
NAME J DALEN INV-LN XXXXXXXXXX DUE 12-01-10 TYPE 16
BR 00 MAN F P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00
HUD .00 NET 958.94 SF .00250000 SUSP .00 STOP D B P F N A D L
REP .00 RES .00 F 0 0 2 X 0 0 4

APP	04-09	04-09	04-09	04-09	04-09
DUE	00-00	00-00	00-00	00-00	00-00
TYPE/TRAN	7 45	7 45	7 45	7 45	7 45
AMOUNT	15.00	14.00	14.00	7.00	14.00
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	114,875.72	114,875.72	114,875.72	114,875.72	114,875.72
INT-PD	.00	.00	.00	.00	.00
ESC-PD	.00	.00	.00	.00	.00
ESC-BAL	.00	.00	.00	.00	.00
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES	.00	.00	.00	.00	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	.00	.00	.00	.00	.00
SUSP	.00	.00	.00	.00	.00
SC/PAYEE					

PAGE 00013 OF 00024 TRANS AVAILABLE 118 OLDEST TRAN 04-08-15 /P

P309 LN ██████████ MORTGAGE LOAN HISTORY 05-03-16

NAME J DALEN INV-LN ██████████ DUE 12-01-10 TYPE 16

BR 00 MAN F P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00

HUD .00 NET 958.94 SF .00250000 SUSP .00 STOP D B P F N A D L

REP .00 RES .00 F 0 0 2 X 0 0 4

APP	04-09	04-09	04-09	04-09	04-09
DUE	00-00	00-00	00-00	00-00	00-00
TYPE/TRAN	7 45	7 45	7 45	7 45	7 45
AMOUNT	15.00	225.00	20.00	225.00	405.00
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	114,875.72	114,875.72	114,875.72	114,875.72	114,875.72
INT-PD	.00	.00	.00	.00	.00
ESC-PD	.00	.00	.00	.00	.00
ESC-BAL	.00	.00	.00	.00	.00
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES	.00	.00	.00	.00	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	.00	.00	.00	.00	.00
SUSP	.00	.00	.00	.00	.00
SC/PAYEE					

PAGE 00014 OF 00024 TRANS AVAILABLE

118 OLDEST TRAN 04-08-15 /P

P309 LN XXXXXXXXXX MORTGAGE LOAN HISTORY 05-03-16
NAME J DALEN INV-LN XXXXXXXXXX DUE 12-01-10 TYPE 16
BR 00 MAN F P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00
HUD .00 NET 958.94 SF .00250000 SUSP .00 STOP D B P F N A D L
REP .00 RES .00 F 0 0 2 X 0 0 4

APP	04-09	04-09	04-09	04-09	04-09
DUE	00-00	00-00	00-00	00-00	00-00
TYPE/TRAN	7 45	7 45	7 45	7 45	7 45
AMOUNT	5.25	795.00	426.25	1,183.75	247.50
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	114,875.72	114,875.72	114,875.72	114,875.72	114,875.72
INT-PD	.00	.00	.00	.00	.00
ESC-PD	.00	.00	.00	.00	.00
ESC-BAL	.00	.00	.00	.00	.00
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES	.00	.00	.00	.00	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	.00	.00	.00	.00	.00
SUSP	.00	.00	.00	.00	.00
SC/PAYEE					

PAGE 00015 OF 00024 TRANS AVAILABLE 118 OLDEST TRAN 04-08-15 /P

P309 LN XXXXXXXXXX MORTGAGE LOAN HISTORY 05-03-16
NAME J DALEN INV-LN XXXXXXXXXX DUE 12-01-10 TYPE 16
BR 00 MAN F P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00
HUD .00 NET 958.94 SF .00250000 SUSP .00 STOP D B P F N A D L
REP .00 RES .00 F 0 0 2 X 0 0 4

APP	04-09	04-09	04-09	04-09	04-09
DUE	00-00	00-00	00-00	00-00	00-00
TYPE/TRAN	7 45	7 45	7 45	7 45	7 45
AMOUNT	897.50	15.00	15.00	15.00	15.00
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	114,875.72	114,875.72	114,875.72	114,875.72	114,875.72
INT-PD	.00	.00	.00	.00	.00
ESC-PD	.00	.00	.00	.00	.00
ESC-BAL	.00	.00	.00	.00	.00
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES	.00	.00	.00	.00	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	.00	.00	.00	.00	.00
SUSP	.00	.00	.00	.00	.00
SC/PAYEE					

PAGZ 00016 OF 00024 TRANS AVAILABLE 118 OLDEST TRAN 04-08-15 /P

P309 LN XXXXXXXXXX MORTGAGE LOAN HISTORY 05-03-16
NAME J DALEN INV-LN XXXXXXXXXX DUE 12-01-10 TYPE 16
BR 00 MAN F P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00
HUD .00 NET 958.94 SF .00250000 SUSP .00 STOP D B P F N A D L
REP .00 RES .00 F 0 0 2 X 0 0 4

APP	04-09	04-09	04-09	04-09	04-09
DUE	00-00	00-00	00-00	00-00	00-00
TYPE/TRAN	7 45	7 45	7 45	7 45	7 45
AMOUNT	15.00	15.00	15.00	15.00	15.00
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	114,875.72	114,875.72	114,875.72	114,875.72	114,875.72
INT-PD	.00	.00	.00	.00	.00
ESC-PD	.00	.00	.00	.00	.00
ESC-BAL	.00	.00	.00	.00	.00
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES	.00	.00	.00	.00	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	.00	.00	.00	.00	.00
SUSP	.00	.00	.00	.00	.00
SC/PAYEE					

PAGE 00017 OF 00024 TRANS AVAILABLE

118 OLDEST TRAN 04-08-15 /P

P309 LN XXXXXXXXXX MORTGAGE LOAN HISTORY 05-03-16
NAME J DALEN INV-LN XXXXXXXXXX DUE 12-01-10 TYPE 16
BR 00 MAN F P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00
HUD .00 NET 958.94 SF .00250000 SUSP .00 STOP D R P F N A D L
REP .00 RES .00 F 0 0 2 X 0 0 4
APP 04-09 04-09 04-09 04-09 04-09
DUE 00-00 00-00 00-00 00-00 00-00
TYPE/TRAN 7 45 7 45 7 45 7 45 7 45
AMOUNT 15.00 15.00 15.00 15.00 15.00
PRIN-PD .00 .00 .00 .00 .00
PRIN-BAL 114,875.72 114,875.72 114,875.72 114,875.72 114,875.72
INT-PD .00 .00 .00 .00 .00
ESC-PD .00 .00 .00 .00 .00
ESC-BAL .00 .00 .00 .00 .00
A&H-INS .00 .00 .00 .00 .00
LIFE-INS .00 .00 .00 .00 .00
LC/FEES .00 .00 .00 .00 .00
MISC-PD .00 .00 .00 .00 .00
ADV-BAL .00 .00 .00 .00 .00
SUSP .00 .00 .00 .00 .00
SC/PAYEE

PAGE 00018 OF 00024 TRANS AVAILABLE 118 OLDEST TRAN 04-08-15 /P

P309 LN XXXXXXXXXX MORTGAGE LOAN HISTORY 05-03-16
NAME J DALEN INV-LN XXXXXXXXXX DUE 12-01-10 TYPE 16
SR 00 MAN F P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00
HUD .00 NET 958.94 SF .00250000 SUSP .00 STOP D B P F N A D L
REP .00 RES .00 F 0 0 2 X 0 0 4
APP 04-09 04-09 04-09 04-09 04-09
DUE 00-00 00-00 00-00 00-00 00-00
TYPE/TRAN 7 45 7 45 7 45 7 45 7 45
AMOUNT 15.00 15.00 15.00 15.00 15.00
PRIN-PD .00 .00 .00 .00 .00
PRIN-BAL 114,875.72 114,875.72 114,875.72 114,875.72 114,875.72
INT-PD .00 .00 .00 .00 .00
ESC-PD .00 .00 .00 .00 .00
ESC-BAL .00 .00 .00 .00 .00
A&H-INS .00 .00 .00 .00 .00
LIFE-INS .00 .00 .00 .00 .00
LC/FEES .00 .00 .00 .00 .00
MISC-PD .00 .00 .00 .00 .00
ADV-BAL .00 .00 .00 .00 .00
SUSP .00 .00 .00 .00 .00
SC/PAYEE

PAGE 00019 OF 00024 TRANS AVAILABLE

118 OLDEST TRAN 04-02-15 /P

F309 LN XXXXXXXXXX MORTGAGE LOAN HISTORY 05-03-16
 NAME J DALIN INV-LN XXXXXXXXXX DUE 12-01-10 TYPE 16
 BR 00 MGN F P-TYPE 1 INT .0675000 FIRST FB 114,875.72 2ND FB .00
 HUD .00 NET 958.94 SF .00250000 SUSP .00 STOP D S P F N A D L
 REP .00 RES .00 F 0 0 2 X 0 0 4

	04-09	04-09	04-09	04-09	04-09
DUE	00-00	00-00	00-00	00-00	00-00
TYPE/TRAN	7 45	7 45	7 45	7 45	7 45
AMOUNT	15.00	15.00	15.00	15.00	14.00
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	114,875.72	114,875.72	114,875.72	114,875.72	114,875.72
INT-PD	.00	.00	.00	.00	.00
ESC-PD	.00	.00	.00	.00	.00
ESC-BAL	.00	.00	.00	.00	.00
RAH-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES	.00	.00	.00	.00	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	.00	.00	.00	.00	.00
SUSP	.00	.00	.00	.00	.00
SC/PAYEE					

PAGE 00020 OF 00024 TRANS AVAILABLE 119 OLDEST TRAN 04-08-15 /2

P309 LN XXXXXXXXXX MORTGAGE LOAN HISTORY 05-03-16
 NAME J DALEN INV-LN XXXXXXXXXX DUE 12-01-10 TYPE 16
 SR 00 MRN F P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00
 HUD .00 NET 952.94 SF .00230000 SUSP .00 STOP D S P F N A D L
 REP .00 RES .00 F 0 0 2 X 0 0 4
 APP 04-09 04-09 04-09 04-09 04-09
 DUE 00-00 00-00 00-00 00-00 00-00
 TYPE/TRAN 7 45 7 45 7 45 7 45 7 45
 AMOUNT 14.00 14.00 15.00 15.00 15.00
 PRIN-PD .00 .00 .00 .00 .00
 PRIN-BAL 114,875.72 114,875.72 114,875.72 114,875.72 114,875.72
 INT-PD .00 .00 .00 .00 .00
 ESC-PD .00 .00 .00 .00 .00
 ESC-BAL .00 .00 .00 .00 .00
 A&E-INS .00 .00 .00 .00 .00
 LIFE-INS .00 .00 .00 .00 .00
 LC/FEES .00 .00 .00 .00 .00
 MISC-PD .00 .00 .00 .00 .00
 ADV-BAL .00 .00 .00 .00 .00
 SUSP .00 .00 .00 .00 .00
 SC/PAYEE

PAGE 00021 OF 00024 TRANS AVAILABLE

119 OLDEST TRAN 04-02-15 /P

P309 LN XXXXXXXXXX MORTGAGE LOAN HISTORY 05-03-16
NAME J DALEN INV-LN XXXXXXXXXX 102 12-01-10 TYPE 16
BR 00 MAN F P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00
HUD .00 NET 958.94 SF .00250000 SUSP .00 STOP D B P F N A D L
REP .00 RES .00 F 0 0 2 X 0 0 4
APP 04-09 04-09 04-09 04-09 04-09
DUE 00-00 00-00 00-00 00-00 00-00
TYPE/TRAN 7 45 7 45 7 45 7 45 7 45
AMOUNT 15.00 15.00 15.00 15.00 15.00
PRIN-PD .00 .00 .00 .00 .00
PRIN-BAL 114,875.72 114,875.72 114,875.72 114,875.72 114,875.72
INT-PD .00 .00 .00 .00 .00
ESC-PD .00 .00 .00 .00 .00
ESC-BAL .00 .00 .00 .00 .00
A&H-INS .00 .00 .00 .00 .00
LIFE-INS .00 .00 .00 .00 .00
LC/FEES .00 .00 .00 .00 .00
MISC-PD .00 .00 .00 .00 .00
ADV-BAL .00 .00 .00 .00 .00
SUSP .00 .00 .00 .00 .00
SC/PAYEE

PAGE 00022 OF 00024 TRANS AVAILABLE

118 OLDEST TRAN 04-08-15 /P

F309 LN MORTGAGE LOAN HISTORY 05-03-16
 NAME J DALEN INV-LN DUE 12-01-10 TYPE 16
 BR 00 MRN F P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00
 HUD .00 NET 952.94 SF .00250000 SUSP .00 STOP D B P F N A D L
 REP .00 RES .00 F 0 0 2 X 0 0 4
 APP 04-09 04-09 04-09 04-09 04-09
 DUE 00-00 00-00 00-00 00-00 00-00
 TYPE/TRAN 7 45 7 45 7 45 7 45 7 45
 AMOUNT 15.00 8.00 30.00 150.00 100.00
 PRIN-PD .00 .00 .00 .00 .00
 PRIN-BAL 114,875.72 114,875.72 114,875.72 114,875.72 114,875.72
 INT-PD .00 .00 .00 .00 .00
 ESC-PD .00 .00 .00 .00 .00
 ESC-BAL .00 .00 .00 .00 .00
 A:H-INS .00 .00 .00 .00 .00
 LIFE-INS .00 .00 .00 .00 .00
 LC/FEES .00 .00 .00 .00 .00
 MISC-PD .00 .00 .00 .00 .00
 ADV-BAL .00 .00 .00 .00 .00
 SUSP .00 .00 .00 .00 .00
 SC/FAVER

PAGE 00023 OF 00024 TRANS AVAILABLE 113 OLDEST TRAN 04-02-13 /P

P309 LN ~~XXXXXXXXXX~~ MORTGAGE LOAN HISTORY 05-03-16
NAME J DALEN INV-LN ~~XXXXXXXXXX~~ DUE 12-01-10 TYPE 16
BR 00 MAN 3 P-TYPE 1 INT .0675000 FIRST PS 114,875.72 2ND PS .00
HUD .00 NET 552.94 ST .00250000 SUSP .00 STOP D B P F N A D L
REP .00 RES .00 F 0 0 2 X 0 0 4

APP	04-09	04-09	04-08
DUE	00-00	09-00	12-10
TYPE/TRAN	7 45	7 45	1 42
AMOUNT	135.00	550.00	.00
PRIN-PD	.00	.00	114,875.72-
PRIN-BAL	114,875.72	114,875.72	114,875.72
INT-PD	.00	.00	.00
ESC-PD	.00	.00	.00
ESC-BAL	.00	.00	.00
A&H-INS	.00	.00	.00
LIFE-INS	.00	.00	.00
LC/FEE	.00	.00	.00
MISC-PD	.00	.00	.00
ADV-BAL	.00	.00	.00
SUSP	.00	.00	.00
SC/PAYEE			

PAGE 00024 OF 00024 TRANS AVAILABLE

119 OLDEST TRAN 04-02-15 /P

P309 LN

MORTGAGE LOAN HISTORY

02-01-17

NAME J DALEN

INV-LN

DUE 12-01-10 TYPE 16

SR 00 MAN X P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00

HUD .00 NET 958.94 SF .00250000 SUSP .00 STOP'D B P F N A D L

REP .00 RES .00 F 0 0 1 0 0 0 4

APP	01-30	01-19	01-12	01-12	12-22
DUE	00-00	00-00	12-10	01-17	00-00
TYPE/TRAN	6 30	6 31	1 61	3 10	6 31
AMOUNT	.00	.00	77.19	77.19-	.00
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	114,875.72	114,875.72	114,875.72	114,875.72	114,875.72
INT-PD	.00	.00	.00	.00	.00
ESC-PD	.00	.00	77.19	77.19-	.00
ESC-BAL	.00	.00	.00	77.19-	.00
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES	.00	.00	.00	.00	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	14,359.49	14,359.49	14,359.49	14,282.30	14,282.30
SUSP	.00	.00	.00	.00	.00
SC/PAYEE	AT15623	EB56411	013	EB56411	

P309 LN XXXXXXXXXX MORTGAGE LOAN HISTORY 02-01-17
NAME J DALEN INV-LN XXXXXXXXXX DUE 12-01-10 TYPE 16
BR 00 MAN X P-TYPE 1 INT .0675000 FIRST FB 114,875.72 2ND FB .00
HUD .00 NET 958.94 SF .00250000 SUSP .00 STOP D B P F N A D L
REP .00 RES .00 F 0 0 1 0 0 0 4

APP	12-15	12-15	12-07	12-06	12-06
DUE	12-10	12-16	00-00	12-10	12-16
TYPE/TRAN	1 61	3 10	6 30	1 61	3 12
AMOUNT	77.19	77.19-	.00	452.12	452.12-
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	114,875.72	114,875.72	114,875.72	114,875.72	114,875.72
INT-PD	.00	.00	.00	.00	.00
ESC-PD	77.19	77.19-	.00	452.12	452.12-
ESC-BAL	.00	77.19-	.00	.00	452.12-
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEEs	.00	.00	.00	.00	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	14,282.30	14,205.11	14,205.11	14,205.11	13,752.99
SUSP	.00	.00	.00	.00	.00
SC/PAYEE		013	AT15623		39073

PAGE 00002 OF 00011 TRANS AVAILABLE

54 OLDEST TRAN 02-03-16 /P

P309 LN [REDACTED] MORTGAGE LOAN HISTORY 02-01-17
NAME J DALEN INV-LN [REDACTED] DUE 12-01-10 TYPE 16
3R 00 MAN X P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00
AUD .00 NET 953.94 SF .00250000 SUSP .00 STOP D B P F N A D L
REP .00 RES .00 F 0 0 .1 0 0 0 4

APP	11-29	11-29	11-22	11-11	11-11
DUE	12-10	12-16	00-00	12-10	11-16
TYPE/TRAN	1 61	3 51	6 31	1 61	3 10
AMOUNT	600.69	600.69-	.00	77.19	77.19-
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	114,875.72	114,875.72	114,875.72	114,875.72	114,875.72
INT-PD	.00	.00	.00	.00	.00
ESC-PD	600.69	600.69-	.00	77.19	77.19-
ESC-BAL	.00	600.69-	.00	.00	77.19-
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES	.00	.00	.00	.00	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	13,752.99	13,152.30	13,152.30	13,152.30	13,075.11
SUSP	.00	.00	.00	.00	.00
SC/PAYEE		ALLOO	EB56411		013

PAGE 00003 OF 00011 TRANS AVAILABLE 54 OLDEST TRAN 02-03-16 /P

P309 LN XXXXXXXXXX MORTGAGE LOAN HISTORY 02-01-17
NAME J DALEN INV-LN XXXXXXXXXX DUE 12-01-10 TYPE 16
BR 00 MAN X P-TYPE 1 INT .0675000 FLRST FB 114,875.72 2ND FB .00
HUD .00 NET 958.94 SF .00250000 SUSP .00 STOP D B P F N A D L
REP .00 RES .00 F 0 0 1 0 0 0 4
APP 11-01 11-01 10-26 10-13 10-13
DUE 00-00 00-00 00-00 12-10 10-16
TYPE/TRAN 6 30 6 30 6 31 1 61 3 10
AMOUNT .00 .00 .00 77.19 77.19-
PRIN-PD .00 .00 .00 .00 .00
PRIN-BAL 114,875.72 114,875.72 114,875.72 114,875.72 114,875.72
INT-PD .00 .00 .00 .00 .00
ESC-PD .00 .00 .00 77.19 77.19-
ESC-BAL .00 .00 .00 .00 77.19-
A&H-INS .00 .00 .00 .00 .00
LIFE-INS .00 .00 .00 .00 .00
LC/FEES .00 .00 .00 .00 .00
MISC-PD .00 .00 .00 .00 .00
ADV-BAL 13,075.11 13,075.11 13,075.11 13,075.11 12,997.92
SUSP .00 .00 .00 .00 .00
SC/PAYEE AT15623 AT15623 EB56411 013

PAGE 00004 OF 00011 TRANS AVAILABLE 54 OLDEST TRAN 02-03-16 /P

P309 LN XXXXXXXXXX MORTGAGE LOAN HISTORY 02-01-17
 NAME J DALEN INV-LN XXXXXXXXXX DUE 12-01-10 TYPE 16
 3R 00 MAN X P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00
 HUD .00 NET 953.94 SF .00250000 SUSP .00 STOP D B P F N A D L
 REP .00 RES .00 F 0 0 1 0 0 0 4

	10-07	09-26	09-14	09-14	08-30
APP	00-00	00-00	12-10	09-16	00-00
DUE	6 30	6 31	1 61	3 10	6 30
TYPE/TRAN	.00	.00	77.19	77.19-	.00
AMOUNT	.00	.00	.00	.00	.00
PRIN-PD	114,875.72	114,875.72	114,875.72	114,875.72	114,875.72
PRIN-BAL	.00	.00	.00	.00	.00
INT-PD	.00	.00	77.19	77.19-	.00
ESC-PD	.00	.00	.00	77.19-	.00
ESC-BAL	.00	.00	.00	.00	.00
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES	.00	.00	.00	.00	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	12,997.92	12,997.92	12,997.92	12,920.73	12,920.73
SUSP	.00	.00	.00	.00	.00
SC/PAYEE	AT15623	EB56411	013	AT15623	

PAGE 00005 OF 00011 TRANS AVAILABLE 54 OLDEST TRAN 02-03-16 /P

P309 LN [REDACTED] MORTGAGE LOAN [REDACTED] 02-01-17
NAME J DALEN INV-LN [REDACTED] DUE 12-01-10 TYPE 16
BR 00 MAN X P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00
HUD .00 NET 958.94 SF .00250000 SUSP .00 STOP D B P F N A D L
REP .00 RES .00 F 0 0 1 0 0 0 4
APP 08-24 08-11 08-11 08-03 07-27
DUE 00-00 12-10 08-16 00-00 00-00
TYPE/TRAN 6 31 1 61 3 10 6 30 6 31
AMOUNT .00 77.19 77.19- .00 .00
PRIN-PD .00 .00 .00 .00 .00
PRIN-BAL 114,875.72 114,875.72 114,875.72 114,875.72 114,875.72
INT-PD .00 .00 .00 .00 .00
ESC-PD .00 77.19 77.19- .00 .00
ESC-BAL .00 .00 77.19- .00 .00
ASH-INS .00 .00 .00 .00 .00
LIFE-INS .00 .00 .00 .00 .00
LC/FEES .00 .00 .00 .00 .00
MISC-PD .00 .00 .00 .00 .00
ADV-BAL 12,920.73 12,920.73 12,843.54 12,843.54 12,843.54
SUSP .00 .00 .00 .00 .00
SC/PAYEE EBS6411 013 AT15623 EBS6411

PAGE 00006 OF 00011 TRANS AVAILABLE

54 OLDEST TRAN 02-03-16 /P

P309 LN XXXXXXXXXX MORTGAGE LOAN HISTORY 02-01-17
NAME J DALEN INV-LN XXXXXXXXXX DUE 12-01-10 TYPE 16
BR 00 MAN X P-TYPE 1 INT .0675000 FIRST FB 114,875.72 2ND FB .00
HUD .00 NET 953.94 SF .00250000 SUSP .00 STOP D B P F N A D L
REP .00 RES .00 F 0 0 1 0 0 0 4

APP	06-15	06-03	05-25	05-25	05-16
DUE	06-16	00-00	00-00	00-00	12-10
TYPE/TRAN	3 10	6 30	6 33	6 31	1 61
AMOUNT	77.19-	.00	.00	.00	77.19
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	114,875.72	114,875.72	114,875.72	114,875.72	114,875.72
INT-PD	.00	.00	.00	.00	.00
ESC-PD	77.19-	.00	.00	.00	77.19
ESC-BAL	77.19-	.00	.00	.00	.00
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES	.00	.00	.00	.00	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	12,689.16	12,689.16	12,689.16	12,689.16	12,689.16
SUSP	.00	.00	.00	.00	.00
SC/PAYEE	013	AT15623	EA50051	EB56411	

PAGE 00002 OF 00011 TRANS AVAILABLE

54 OLDEST TRAN 02-03-16 /P

P309 LN 02-01-17
NAME J DALEN INV-LN DUE 12-01-10 TYPE 16
SR 00 MAN X P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00
HDD .00 NET 959.94 SF .00250000 SUSP .00 STOP D B P F N A D L
REP .00 RES .00 F 0 0 1 0 0 0 4

	05-16	05-04	04-27	04-19	04-19
APP					
DUE	05-16	00-00	00-00	12-10	04-16
TYPE/TRAN	3 10	6 30	6 31	1 61	3 10
AMOUNT	77.19-	.00	.00	77.19	77.19-
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	114,875.72	114,875.72	114,875.72	114,875.72	114,875.72
INT-PD	.00	.00	.00	.00	.00
ESC-PD	77.19-	.00	.00	77.19	77.19-
ESC-BAL	77.19-	.00	.00	.00	77.19-
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES	.00	.00	.00	.00	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	12,611.97	12,611.97	12,611.97	12,611.97	12,534.78
SUSP	.00	.00	.00	.00	.00
SC/PAYEE	013	AT15623	EB56411	013	

PAGE 00009 OF 00011 TRANS AVAILABLE 54 OLDEST TRAN 02-03-16 /P

P309 LN [REDACTED] MORTGAGE LOAN HISTORY 02-01-17
NAME J DALEN INV-LN [REDACTED] DUE 12-01-10 TYPE 16
BR 00 MAN X P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00
HUD .00 NET 958.94 SF .00250000 SUSP .00 STOP D B P F N A D L
REP .00 RES .00 F 0 0 1 0 0 0 4

APP	04-11	03-17	03-17	03-07	02-12
DUE	00-00	12-10	03-16	00-00	12-10
TYPE/TRAN	6 30	1 61	3 10	6 30	1 61
AMOUNT	.00	77.19	77.19-	.00	77.19
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	114,875.72	114,875.72	114,875.72	114,875.72	114,875.72
INT-PD	.00	.00	.00	.00	.00
ESC-PD	.00	77.19	77.19-	.00	77.19
ESC-BAL	.00	.00	77.19-	.00	.00
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES	.00	.00	.00	.00	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	12,534.78	12,534.78	12,457.59	12,457.59	12,457.59
SUSP	.00	.00	.00	.00	.00
SC/PAYEE	AT15623		013	AT15623	

PAGE 00010 OF 00011 TRANS AVAILABLE 54 OLDEST TRAN 02-03-16 /P

P309 LN [REDACTED] MORTGAGE LOAN HISTORY 02-01-17
 NAME J DALEN INV-LN [REDACTED] DUE 12-01-10 TYPE 16
 3R 00 MAN X P-TYPE 1 INT .0675000 FIRST FB 114,875.72 2ND FB .00
 AUD .00 NET 958.94 SF .00250000 SUSP .00 STOP D B P F N A D L
 REP .00 RES .00 F 0 0 1 0 0 0 4

	02-12	02-03	02-03	02-03	01-27
APP					
DUE	02-16	00-00	00-00	00-00	00-00
TYPE/TRAN	3 10	6 30	6 30	6 30	6 31
AMOUNT	77.19-	.00	.00	.00	.00
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	114,875.72	114,875.72	114,875.72	114,875.72	114,875.72
INT-PD	.00	.00	.00	.00	.00
ESC-PD	77.19-	.00	.00	.00	.00
ESC-BAL	77.19-	.00	.00	.00	.00
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES	.00	.00	.00	.00	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	12,380.40	12,380.40	12,380.40	12,380.40	12,380.40
SUSP	.00	.00	.00	.00	.00
SC/PAYEE	013	AT15623	AT15623	AT15623	EB56411

PAGE 00011 OF 00032 TRANS AVAILABLE 160 OLDEST TRAN 04-03-15 /P

P309 LN XXXXXXXXXX MORTGAGE LOAN HISTORY 02-01-17
NAME J DALEN INV-LN XXXXXXXXXX DUE 12-01-10 TYPE 16
BR 00 MAN X P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00
HUD .00 NET 953.94 SF .00250000 SUSP .00 STOP D B P F N A D L
REP .00 RES .00 F 0 0 1 0 0 0 4
APP 01-14 01-14 12-23 12-14 12-14
DUE 12-10 01-16 00-00 12-10 12-15
TYPE/TRAN 1 61 3 10 6 31 1 61 3 10
AMOUNT 77.19 77.19- .00 77.19 77.19-
PRIN-PD .00 .00 .00 .00 .00
PRIN-BAL 114,875.72 114,875.72 114,875.72 114,875.72 114,875.72
INT-PD .00 .00 .00 .00 .00
ESC-PD 77.19 77.19- .00 77.19 77.19-
ESC-BAL .00 77.19- .00 .00 77.19-
ASH-INS .00 .00 .00 .00 .00
LIFE-INS .00 .00 .00 .00 .00
LC/FEES .00 .00 .00 .00 .00
MISC-PD .00 .00 .00 .00 .00
ADV-BAL 12,330.40 12,303.21 12,303.21 12,303.21 12,226.02
SUSP .00 .00 .00 .00 .00
SC/PAYEE 013 EB11937 013

PAGE 00012 OF 00032 TRANS AVAILABLE 160 OLDEST TRAN 04-08-15 /P

P309 LN XXXXXXXXXX MORTGAGE LOAN HISTORY 02-01-17
NAME J DALEN INV-LN XXXXXXXXXX DUE 12-01-10 TYPE 16
3R 00 MAN X P-TYPE 1 INT .0675000 FIRST FB 114,875.72 2ND FB .00
HUD .00 NET 958.94 SF .00250000 SUSP .00 STOP D B P F N A D L
REP .00 RES .00 F 0 0 1 0 0 0 4
APP 11-30 11-30 11-24 11-19 11-19
DUE 12-10 12-15 00-00 12-10 12-15
TYPE/TRAN 1 61 3 51 6 31 1 61 3 12
AMOUNT 1,049.32 1,049.32- .00 452.12 452.12-
PRIN-PD .00 .00 .00 .00 .00
PRIN-BAL 114,875.72 114,875.72 114,875.72 114,875.72 114,875.72
INT-PD .00 .00 .00 .00 .00
ESC-PD 1,049.32 1,049.32- .00 452.12 452.12-
ESC-BAL .00 1,049.32- .00 .00 452.12-
A&H-INS .00 .00 .00 .00 .00
LIFE-INS .00 .00 .00 .00 .00
LC/FEEs .00 .00 .00 .00 .00
MISC-PD .00 .00 .00 .00 .00
ADV-BAL 12,226.02 11,176.70 11,176.70 11,176.70 10,724.58
SUSP .00 .00 .00 .00 .00
SC/PAYEE ALL00 EB11937 39073

PAGE 00013 OF 00032 TRANS AVAILABLE 160 OLDEST TRAN 04-08-15 /P

P309 LN [REDACTED] MORTGAGE LOAN HISTORY 02-01-17
NAME J DALEN INV-LN [REDACTED] DUE 12-01-10 TYPE 16
BR 00 MAN X P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00
HUD .00 NET 958.94 SF .00250000 SUSP .00 STOP D B P F N A D L
REP .00 RES .00 F 0 0 1 0 0 0 4
APP 11-16 11-13 11-13 10-29 10-13
DUE 12-10 12-10 11-15 00-00 12-10
TYPE/TRAN 1 52 1 61 3 10 6 30 1 61
AMOUNT .00 77.19 77.19- .00 77.19
PRIN-PD .00 .00 .00 .00 .00
PRIN-BAL 114,875.72 114,875.72 114,875.72 114,875.72 114,875.72
INT-PD .00 .00 .00 .00 .00
ESC-PD .00 77.19 77.19- .00 77.19
ESC-BAL .00 .00 77.19- .00 .00
A&H-INS .00 .00 .00 .00 .00
LIFE-INS .00 .00 .00 .00 .00
LC/FEES 1 12.25- .00 .00 .00 .00
MISC-PD .00 .00 .00 .00 .00
ADV-BAL 10,724.58 10,724.58 10,647.39 10,647.39 10,647.39
SUSP .00 .00 .00 .00 .00
SC/PAYEE 013 AT15623

PAGE 00014 OF 00032 TRANS AVAILABLE 160 OLDEST TRAN 04-08-15 /P

P309 LN XXXXXXXXXX MORIGAGE LOAN HISTORY 02-01-17
 NAME J DALEN INV-LN XXXXXXXXXX DUE 12-01-10 TYPE 16
 BR 00 MAN X P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00
 HUD .00 NET 958.94 SF .00250000 SUSP .00 STOP D B P F N A D L
 REP .00 RES .00 F 0 0 1 0 0 0 4

APP	10-15	09-22	09-16	09-16	09-15
DUE	10-15	00-00	12-10	09-15	00-00
TYPE/TRAN	3 10	6 30	1 61	3 10	6 30
AMOUNT	77.19-	.00	77.19	77.19-	.00
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	114,875.72	114,875.72	114,875.72	114,875.72	114,875.72
INT-PD	.00	.00	.00	.00	.00
ESC-PD	77.19-	.00	77.19	77.19-	.00
ESC-BAL	77.19-	.00	.00	77.19-	.00
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES	.00	.00	.00	.00	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	10,570.20	10,570.20	10,570.20	10,493.01	10,493.01
SUSP	.00	.00	.00	.00	.00
SC/PAYEE	013	AT15623	013	AT15623	

P309 LN [REDACTED] MORTGAGE LEND SGTADV 02-01-17
 NAME J DALEN INV-LN [REDACTED] DUE 12-01-10 TYPE 16
 BR 00 MAN X P-TYPE 1 INT .0675000 FIRST FB 114,875.72 2ND FB .00
 HUD .00 NET 958.94 SF .00250000 SUSP .00 STOP D E P F N A D L
 REP .00 RES .00 F 0 0 1 0 0 0 4

	08-27	08-26	08-26	08-17	08-17
APP	08-27	08-26	08-26	08-17	08-17
DUE	00-00	12-10	08-15	00-00	00-00
TYPE/TRAN	6 31	1 61	3 10	6 30	6 30
AMOUNT	.00	77.19	77.19-	.00	.00
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	114,875.72	114,875.72	114,275.72	114,875.72	114,875.72
INT-PD	.00	.00	.00	.00	.00
ESC-PD	.00	77.19	77.19-	.00	.00
ESC-BAL	.00	.00	77.19-	.00	.00
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES	.00	.00	.00	.00	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	10,493.01	10,493.01	10,415.82	10,415.82	10,415.82
SUSP	.00	.00	.00	.00	.00
SC/PAYEE	EB11937		013	AT15623	AT15623

PAGE 00016 OF 00032 TRANS AVAILABLE 160 OLDEST TRAN 04-08-15 /P

P309 LN XXXXXXXXXX MORTGAGE LOAN HISTORY 02-01-17
 NAME J DALEN INV-LN XXXXXXXXXX DUE 12-01-10 TYPE 16
 3R 00 MAN X P-TYPE 1 INT .0675000 FIRST FB 114,875.72 2ND FB .00
 HUD .00 NET 958.94 SF .00250000 SUSP .00 STOP D B P F N A D L
 REP .00 RES .00 F 0 0 1 0 0 0 4
 APP 08-05 07-30 07-28 07-28 07-24
 DUE 00-00 00-00 12-10 07-15 00-00
 TYPE/TRAN 6 33 6 31 1 61 3 10 6 30
 AMOUNT .00 .00 77.19 77.19- .00
 PRIN-PD .00 .00 .00 .00 .00
 PRIN-BAL 114,875.72 114,875.72 114,875.72 114,875.72 114,875.72
 INT-PD .00 .00 .00 .00 .00
 ESC-PD .00 .00 77.19 77.19- .00
 ESC-BAL .00 .00 .00 77.19- .00
 A&H-INS .00 .00 .00 .00 .00
 LIFE-INS .00 .00 .00 .00 .00
 LC/FEEs .00 .00 .00 .00 .00
 MISC-PD .00 .00 .00 .00 .00
 ADV-BAL 10,415.82 10,415.82 10,415.82 10,338.63 10,338.63
 SUSP .00 .00 .00 .00 .00
 SC/PAYEE EAS0051 EB11937 013 AT15623

PAGE 00017 OF 00032 TRANS AVAILABLE 160 OLDEST TRAN 04-08-15 /P

P309 LN [REDACTED] MORTGAGE LOAN HISTORY 02-01-17
NAME J DALEN INV-LN [REDACTED] DUE 12-01-10 TYPE 16
BR 00 MAN X P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00
HUD .00 NET 953.94 SF .00250000 SUSP .00 STOP D B P F N A D L
REP .00 RES .00 F 0 0 1 0 0 0 4

APP	06-24	06-24	06-24	05-29	05-29
DUE	12-10	06-15	00-00	12-10	05-15
TYPE/TRAN	1 61	3 10	6 31	1 61	3 10
AMOUNT	77.19	77.19-	.00	77.19	77.19-
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	114,875.72	114,875.72	114,875.72	114,875.72	114,875.72
INT-PD	.00	.00	.00	.00	.00
ESC-PD	77.19	77.19-	.00	77.19	77.19-
ESC-BAL	.00	77.19-	.00	.00	77.19-
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES	.00	.00	.00	.00	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	10,338.63	10,261.44	10,261.44	10,261.44	10,184.25
SUSP	.00	.00	.00	.00	.00
SC/PAYEE		013	EB11937		013

PAGE 00018 OF 00032 TRANS AVAILABLE 160 OLDEST TRAN 04-08-15 /P

P309 LN [REDACTED] MORIGAGE LOAN HISTORY 02-01-17
NAME J DALEN INV-LN [REDACTED] DUE 12-01-10 TYPE 16
BR 00 MAN X P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00
HUD .00 NET 953.94 SF .00250000 SUSP .00 STOP D B P F N A D L
REP .00 RES .00 F 0 0 1 0 0 0 4

APP	05-27	04-28	04-28	04-23	04-15
DUE	00-00	12-10	04-15	00-00	12-10
TYPE/TRAN	6 31	1 61	3 10	6 31	1 32
AMOUNT	.00	154.38	154.38-	.00	.00
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	114,875.72	114,875.72	114,875.72	114,875.72	114,875.72
INT-PD	.00	.00	.00	.00	.00
ESC-PD	.00	154.38	154.38-	.00	.00
ESC-BAL	.00	.00	154.38-	.00	.00
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEEs	.00	.00	.00	.00 L	12.25-
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	10,184.25	10,184.25	10,029.87	10,029.87	10,029.87
SUSP	.00	.00	.00	.00	.00
SC/PAYEE	EB11937		013	EB11937	

PAGE 00019 OF 00032 TRANS AVAILABLE 160 OLDEST TRAN 04-08-15 /P

P309 LN [REDACTED] MORTGAGE LOAN HISTORY 02-01-17
NAME J DALEN INV-LN [REDACTED] DUE 12-01-10 TYPE 16
BR 00 MAN X P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00
HUD .00 NET 958.94 SF .00250000 SUSP .00 STOP D B P F N A D L
REP .00 RES .00 F 0 0 1 0 0 0 4

APP	04-10	04-10	04-10	04-09	04-09
DUE	12-10	12-10	12-10	00-00	00-00
TYPE/TRAN	1 61	1 70	1 70	7 45	7 45
AMOUNT	10,029.87	29.88-	9,999.99-	15.00	15.00
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	114,875.72	114,875.72	114,875.72	114,875.72	114,875.72
INT-PD	.00	.00	.00	.00	.00
ESC-PD	10,029.87	29.88-	9,999.99-	.00	.00
ESC-BAL	.00	10,029.87-	9,999.99-	.00	.00
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEE	.00	.00	.00	.00	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	10,029.87	.00	.00	.00	.00
SUSP	.00	.00	.00	.00	.00
SC/PAYEE					

PAGE 00020 OF 00032 TRANS AVAILABLE 160 OLDEST TRAN 04-08-15 /P

P309 LN XXXXXXXXXX MORTGAGE LOAN HISTORY 02-01-17
NAME J DALEN INV-LN XXXXXXXXXX DUE 12-01-10 TYPE 16
BR 00 MAN X P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00
HUD .00 NET 958.94 SF .00250000 SUSP .00 STOP D B P F N A D L
REP .00 RES .00 F 0 0 1 0 0 0 4
APP 04-09 04-09 04-09 04-09 04-09
DUE 00-00 00-00 00-00 00-00 00-00
TYPE/TRAN 7 45 7 45 7 45 7 45 7 45
AMOUNT 15.00 15.00 15.00 14.00 14.00
PRIN-PD .00 .00 .00 .00 .00
PRIN-BAL 114,875.72 114,875.72 114,875.72 114,875.72 114,875.72
INT-PD .00 .00 .00 .00 .00
ESC-PD .00 .00 .00 .00 .00
ESC-BAL .00 .00 .00 .00 .00
A&H-INS .00 .00 .00 .00 .00
LIFE-INS .00 .00 .00 .00 .00
LC/FEEES .00 .00 .00 .00 .00
MISC-PD .00 .00 .00 .00 .00
ADV-BAL .00 .00 .00 .00 .00
SUSP .00 .00 .00 .00 .00
SC/PAYEE

PAGE 00021 OF 00032 TRANS AVAILABLE 160 OLDEST TRAN 04-08-15 /P

P309 LN [REDACTED] MORTGAGE LOAN HISTORY 02-01-17
NAME J DALEN INV-LN [REDACTED] DUE 12-01-10 TYPE 16
BR 00 MAN X P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00
HUD .00 NET 958.94 SF .00250000 SUSP .00 STOP D B P F N A D L
REP .00 RES .00 F 0 0 1 0 0 0 4

APP	04-09	04-09	04-09	04-09	04-09
DUE	00-00	00-00	00-00	00-00	00-00
TYPE/TRAN	7 45	7 45	7 45	7 45	7 45
AMOUNT	7.00	14.00	15.00	225.00	20.00
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	114,875.72	114,875.72	114,875.72	114,875.72	114,875.72
INT-PD	.00	.00	.00	.00	.00
ESC-PD	.00	.00	.00	.00	.00
ESC-BAL	.00	.00	.00	.00	.00
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES	.00	.00	.00	.00	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	.00	.00	.00	.00	.00
SUSP	.00	.00	.00	.00	.00
SC/PAYEE					

PAGE 00022 OF 00032 TRANS AVAILABLE 160 OLDEST TRAN 04-08-15 /P

P309 LN XXXXXXXXXX MORTGAGE LOAN HISTORY 02-01-17
 NAME J DALEN INV-LN XXXXXXXXXX DUE 12-01-10 TYPE 16
 SR 00 MAN X P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00
 AUD .00 NET 953.94 SF .00250000 SUSP .00 STOP D B P F N A D L
 REP .00 RES .00 F 0 0 1 0 0 0 4

APP	04-09	04-09	04-09	04-09	04-09
DUE	00-00	00-00	00-00	00-00	00-00
TYPE/TRAN	7 45	7 45	7 45	7 45	7 45
AMOUNT	225.00	405.00	5.25	795.00	426.25
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	114,875.72	114,875.72	114,875.72	114,875.72	114,875.72
INT-PD	.00	.00	.00	.00	.00
ESC-PD	.00	.00	.00	.00	.00
ESC-BAL	.00	.00	.00	.00	.00
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES	.00	.00	.00	.00	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	.00	.00	.00	.00	.00
SUSP	.00	.00	.00	.00	.00
SC/PAYEE					

PAGE 00023 OF 00032 TRANS AVAILABLE 160 OLDEST TRAN 04-08-15 /P

P309 LN [REDACTED] MORTGAGE LOAN HISTORY 02-01-17

NAME J DALEN INV-LN [REDACTED] DUE 12-01-10 TYPE 16

BR 00 MAN X P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00

HUD .00 NET 958.94 SF .00250000 SUSP .00 STOP D B P F N A D L

REP .00 RES .00 F 0 0 1 0 0 0 4

APP	04-09	04-09	04-09	04-09	04-09
DUE	00-00	00-00	00-00	00-00	00-00
TYPE/TRAN	7 45	7 45	7 45	7 45	7 45
AMOUNT	1,193.75	247.50	897.50	15.00	15.00
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	114,875.72	114,875.72	114,875.72	114,875.72	114,875.72
INT-PD	.00	.00	.00	.00	.00
ESC-PD	.00	.00	.00	.00	.00
ESC-BAL	.00	.00	.00	.00	.00
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEE	.00	.00	.00	.00	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	.00	.00	.00	.00	.00
SUSP	.00	.00	.00	.00	.00
SC/PAYEE					

PAGE 00024 OF 00032 TRANS AVAILABLE 160 OLDEST TRAN 04-02-15 /P

P309 LN XXXXXXXXXX MORTGAGE LOAN HISTORY 02-01-17
NAME J DALEN INV-LN XXXXXXXXXX DUE 12-01-10 TYPE 16
BR 00 MAN X P-TYPE 1 INT .0675000 FIRST FB 114,875.72 2ND FB .00
HUD .00 NET 958.94 SF .00250000 SUSP .00 STOP D B P F N A D L
REP .00 RES .00 F 0 0 1 0 0 0 4

APP	04-09	04-09	04-09	04-09	04-09
DUE	00-00	00-00	00-00	00-00	00-00
TYPE/TRAN	7 45	7 45	7 45	7 45	7 45
AMOUNT	15.00	15.00	15.00	15.00	15.00
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	114,875.72	114,875.72	114,875.72	114,875.72	114,875.72
INT-PD	.00	.00	.00	.00	.00
ESC-PD	.00	.00	.00	.00	.00
ESC-BAL	.00	.00	.00	.00	.00
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES	.00	.00	.00	.00	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	.00	.00	.00	.00	.00
SUSP	.00	.00	.00	.00	.00
SC/PAYEE					

PAGE 00025 OF 00032 TRANS AVAILABLE 160 OLDEST TRAN 04-08-15 /P

P309 LN [REDACTED] MORTGAGE LOAN HISTORY 02-01-17
NAME J DALEN INV-LN [REDACTED] DUE 12-01-10 TYPE 16
BR 00 MAN X P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00
HUD .00 NET 958.94 SF .00250000 SUSP .00 STOP D B P F N A D L
REP .00 RES .00 F 0 0 1 0 0 0 4
APP 04-09 04-09 04-09 04-09 04-09
DUE 00-00 00-00 00-00 00-00 00-00
TYPE/TRAN 7 45 7 45 7 45 7 45 7 45
AMOUNT 15.00 15.00 15.00 15.00 15.00
PRIN-PD .00 .00 .00 .00 .00
PRIN-BAL 114,875.72 114,875.72 114,875.72 114,875.72 114,875.72
INT-PD .00 .00 .00 .00 .00
ESC-PD .00 .00 .00 .00 .00
ESC-BAL .00 .00 .00 .00 .00
A&H-INS .00 .00 .00 .00 .00
LIFE-INS .00 .00 .00 .00 .00
LC/FEES .00 .00 .00 .00 .00
MISC-PD .00 .00 .00 .00 .00
ADV-BAL .00 .00 .00 .00 .00
SUSP .00 .00 .00 .00 .00
SC/PAYEE

PAGE 00026 OF 00032 TRANS AVAILABLE 160 OLDEST TRAN 04-08-15 /P

P309 LN [REDACTED] MORTGAGE LOAN HISTORY 02-01-17
NAME J DALEN INV-LN [REDACTED] DUE 12-01-10 TYPE 16
3R 00 MAN X P-TYPE 1 INT .0675000 FIRST FB 114,875.72 2ND FB .00
HUD .00 NET 958.94 SF .00250000 SUSP .00 STOP D B P F N A D L
REP .00 RES .00 F 0 0 1 0 0 0 4

APP	04-09	04-09	04-09	04-09	04-09
DUE	00-00	00-00	00-00	00-00	00-00
TYPE/TRAN	7 45	7 45	7 45	7 45	7 45
AMOUNT	15.00	15.00	15.00	15.00	15.00
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	114,875.72	114,875.72	114,875.72	114,875.72	114,875.72
INT-PD	.00	.00	.00	.00	.00
ESC-PD	.00	.00	.00	.00	.00
ESC-BAL	.00	.00	.00	.00	.00
ASH-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES	.00	.00	.00	.00	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	.00	.00	.00	.00	.00
SUSP	.00	.00	.00	.00	.00
SC/PAYEE					

P309 LN [REDACTED] MORIGAGE LOAN HISTORY / 02-01-17
NAME J DALEN INV-LN [REDACTED] DUE 12-01-10 TYPE 16
BR 00 MAN X P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00
HUD .00 NET 959.94 SF .00250000 SUSP .00 STOP D B P F N A D L
REP .00 RES .00 F O O 1 0 0 0 4
APP 04-09 04-09 04-09 04-09 04-09
DUE 00-00 00-00 00-00 00-00 00-00
TYPE/TRAN 7 45 7 45 7 45 7 45 7 45
AMOUNT 15.00 15.00 15.00 15.00 15.00
PRIN-PD .00 .00 .00 .00 .00
PRIN-BAL 114,875.72 114,875.72 114,875.72 114,875.72 114,875.72
INT-PD .00 .00 .00 .00 .00
ESC-PD .00 .00 .00 .00 .00
ESC-BAL .00 .00 .00 .00 .00
A&H-INS .00 .00 .00 .00 .00
LIFE-INS .00 .00 .00 .00 .00
LC/FEES .00 .00 .00 .00 .00
MISC-PD .00 .00 .00 .00 .00
ADV-BAL .00 .00 .00 .00 .00
SUSP .00 .00 .00 .00 .00
SC/PAYEE

PAGE 00028 OF 00032 TRANS AVAILABLE 160 OLDEST TRAN 04-08-15 /P

P309 LN [REDACTED] MORTGAGE LOAN HISTORY 02-01-17
NAME J DALEN INV-LN [REDACTED] DUE 12-01-10 TYPE 16
3R 00 MAN X P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00
HUD .00 NET 958.94 SF .00250000 SUSP .00 STOP D B P F N A D L
REP .00 RES .00 F 0 0 1 0 0 0 4

APP	04-09	04-09	04-09	04-09	04-09
DUE	00-00	00-00	00-00	00-00	00-00
TYPE/TRAN	7 45	7 45	7 45	7 45	7 45
AMOUNT	15.00	14.00	14.00	14.00	15.00
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	114,875.72	114,875.72	114,875.72	114,875.72	114,875.72
INT-PD	.00	.00	.00	.00	.00
ESC-PD	.00	.00	.00	.00	.00
ESC-BAL	.00	.00	.00	.00	.00
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES	.00	.00	.00	.00	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	.00	.00	.00	.00	.00
SUSP	.00	.00	.00	.00	.00
SC/PAYEE					

PAGE 00029 OF 00032 TRANS AVAILABLE 160 OLDEST TRAN 04-08-15 /P

P309 LN [REDACTED] MORTGAGE LOAN HISTORY 02-01-17
NAME J DALEN INV-LN [REDACTED] DUE 12-01-10 TYPE 16
BR 00 MAN X P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00
HUD .00 NET 953.94 SF .00250000 SUSP .00 STOP D B P F N A D L
REP .00 RES .00 F 0 0 1 0 0 0 4

APP	04-09	04-09	04-09	04-09	04-09
DUE	00-00	00-00	00-00	00-00	00-00
TYPE/TRAN	7 45	7 45	7 45	7 45	7 45
AMOUNT	15.00	15.00	15.00	15.00	15.00
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	114,875.72	114,875.72	114,875.72	114,875.72	114,875.72
INT-PD	.00	.00	.00	.00	.00
ESC-PD	.00	.00	.00	.00	.00
ESC-BAL	.00	.00	.00	.00	.00
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES	.00	.00	.00	.00	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	.00	.00	.00	.00	.00
SUSP	.00	.00	.00	.00	.00
SC/PAYEE					

PAGE 00030 OF 00032 TRANS AVAILABLE 160 OLDEST TRAN 04-08-15 /P

P309 LN [REDACTED] MORTGAGE LOAN HISTORY 02-01-17
NAME J DALEN INV-LN [REDACTED] DUE 12-01-10 TYPE 16
BR 00 MAN X P-TYPE 1 INT .06750000 FIRST PB 114,875.72 2ND PB .00
HUD .00 NET 958.94 SF .00250000 SUSP .00 STOP D B P F N A D L
REP .00 RES .00 F 0 0 1 0 0 0 4
APP 04-09 04-09 04-09 04-09 04-09
DUE 00-00 00-00 00-00 00-00 00-00
TYPE/TRAN 7 45 7 45 7 45 7 45 7 45
AMOUNT 15.00 15.00 15.00 8.00 50.00
PRIN-PD .00 .00 .00 .00 .00
PRIN-BAL 114,875.72 114,875.72 114,875.72 114,875.72 114,875.72
INT-PD .00 .00 .00 .00 .00
ESC-PD .00 .00 .00 .00 .00
ESC-BAL .00 .00 .00 .00 .00
A&H-INS .00 .00 .00 .00 .00
LIFE-INS .00 .00 .00 .00 .00
LC/FEEs .00 .00 .00 .00 .00
MISC-PD .00 .00 .00 .00 .00
ADV-BAL .00 .00 .00 .00 .00
SUSP .00 .00 .00 .00 .00
SC/PAYEE

PAGE 00031 OF 00032 TRANS AVAILABLE 160 OLDEST TRAN 04-08-15 /P

P309 LN [REDACTED] MORTGAGE LOAN HISTORY 02-01-17
NAME J DALEN INV-LN [REDACTED] DUE 12-01-10 TYPE 16
BR 00 MAN X P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00
HUD .00 NET 958.94 SF .00250000 SUSP .00 STOP D B P F N A D L
REP .00 RES .00 F 0 0 1 0 0 0 4

APP	04-09	04-09	04-09	04-09	04-08
DUE	00-00	00-00	00-00	00-00	12-10
TYPE/TRAN	7 45	7 45	7 45	7 45	1 42
AMOUNT	150.00	100.00	125.00	550.00	.00
PRIN-PD	.00	.00	.00	.00	114,875.72-
PRIN-BAL	114,875.72	114,875.72	114,875.72	114,875.72	114,875.72
INT-PD	.00	.00	.00	.00	.00
ESC-PD	.00	.00	.00	.00	.00
ESC-BAL	.00	.00	.00	.00	.00
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES	.00	.00	.00	.00	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	.00	.00	.00	.00	.00
SUSP	.00	.00	.00	.00	.00
SC/PAYEE					

PAGE 00032 OF 00032 TRANS AVAILABLE 160 OLDEST TRAN 04-08-15 /P

Bank of America
Home Loans
P.O. Box 660694
Dallas, TX 75266-0694

Business Address:
7105 Corporate Drive
Plano TX 75024

Send Payments to:
P.O. Box 15222
Wilmington, DE 19886-5222

December 17, 2010

John Dalen
9 Wood Valley Dr
Westminster, SC 29693-5003

Account No.: [REDACTED]
Property Address:
109 Wood Valley Dr
Westminster, SC 29693-5003

NOTICE OF INTENT TO ACCELERATE

Dear John Dalen:

BAC Home Loans Servicing, LP (hereinafter "BAC Home Loans Servicing, LP") services the home loan described above on behalf of the holder of the promissory note (the "Noteholder"). The loan is in serious default because the required payments have not been made. The total amount now required to reinstate the loan as of the date of this notice is as follows:

Monthly Charges:	11/01/2010	\$1,917.88
Late Charges:	11/01/2010	\$38.51
Other Charges:	Total Late Charges:	\$38.51
	Uncollected Costs:	\$0.00
	Partial Payment Balance:	(\$0.00)
TOTAL DUE:		\$1,994.90

You have the right to cure the default. To cure the default, on or before January 16, 2011, BAC Home Loans Servicing, LP must receive the amount of \$1,994.90 plus any additional regular monthly payment or payments, late charges, fees and charges which come due on or before January 16, 2011.

If the default will not be considered cured unless BAC Home Loans Servicing, LP receives "good funds" in the amount of \$1,994.90 on or before January 16, 2011. If any check (or other payment) is returned to us for insufficient funds or for any other reason, "good funds" will not have been received and the default will not have been cured. No extension of time to cure will be granted due to a returned payment. BAC Home Loans Servicing, LP reserves the right to accept or reject a partial payment of the total amount due without waiving any of its rights herein or otherwise. For example, if less than the full amount that is due is sent to us, we can keep the payment and apply it to the debt but still proceed to foreclosure since the default would not have been cured.

If the default is not cured on or before January 16, 2011, the mortgage payments will be accelerated with the full amount remaining accelerated and becoming due and payable in full, and foreclosure proceedings will be initiated at that time. As such, the failure to cure the default may result in the foreclosure and sale of your property. If your property is foreclosed upon, the Noteholder may pursue a deficiency judgment against you to collect the balance of your loan, if permitted by law.

You may, if required by law or your loan documents, have the right to cure the default after the acceleration of the mortgage payments and prior to the foreclosure sale of your property if all amounts past due are paid within the time permitted by law. However, BAC Home Loans Servicing, LP and the Noteholder shall be entitled to collect all fees and costs incurred by BAC Home Loans Servicing, LP and the Noteholder in pursuing any of their remedies, including but not limited to reasonable attorney's fees, to the full extent permitted by law. Further, you may have the right to bring a court action to assert the non-existence of a default or any other defense you may have to acceleration and foreclosure.

Your loan is in default. Pursuant to your loan documents, BAC Home Loans Servicing, LP may, enter upon and conduct an inspection of your property. The purposes of such an inspection are to (i) observe the physical condition of your property, (ii) verify that the property is occupied and/or (iii) determine the identity of the occupant. If you do not cure the default prior to the inspection, other actions to protect the mortgagee's interest in the property (including, but not limited to, winterization, securing the property, and valuation services) may be taken. The costs of the above-described inspections and property preservation efforts will be charged to your account as provided in your security instrument and as permitted by law.

If you are unable to cure the default on or before January 16, 2011, BAC Home Loans Servicing, LP wants you to be aware of various options that may be available to you through BAC Home Loans Servicing, LP to prevent a foreclosure sale of your property. For example:

This communication is from BAC Home Loans Servicing, LP, the Bank of America company that services your home loan.

Please write your account number on all checks and correspondence.
We may charge you a fee (of up to \$40.00) for any payment returned or rejected by your financial institution, subject to applicable law. BAC HOME LOANS 12221 09012010

Payment Instructions:

- Make your check payable to BAC Home Loans Servicing, LP
- Don't send cash
- Please include coupon with your payment

Account Number: [REDACTED]
John Dalen
109 Wood Valley Dr
Westminster, SC 29693-5003

Balance Due for charges listed above: \$1,994.90 as of December 17, 2010.

For all full month payment periods, interest is calculated on a monthly basis. Accordingly, interest for all months, including February, is calculated as 30/360 of annual interest, irrespective of the actual number of days in the month. For partial months, interest is calculated daily on the basis of a 365 day year.

|||||
BAC Home Loans Servicing, LP
PO BOX 15222
Wilmington, DE 19886-5222
1-888-872-6514

Additional
Principal
Additional
Interest
Check
Total

800000199490000199490

586990058



- **Repayment Plan:** It is possible that you may be eligible for some form of payment assistance through BAC Home Loans Servicing, LP. Our basic plan requires that BAC Home Loans Servicing, LP receive, up front, at least 1/2 of the amount necessary to bring the account current, and that the balance of the overdue amount be paid, along with the regular monthly payment, over a defined period of time. Other repayment plans also are available.
- **Loan Modification:** Or, it is possible that the regular monthly payments can be lowered through a modification of the loan by reducing the interest rate and then adding the delinquent payments to the current loan balance. This foreclosure alternative, however, is limited to certain loan types.
- **Sale of Your Property:** Or, if you are willing to sell your home in order to avoid foreclosure, it is possible that the sale of your home can be approved through BAC Home Loans Servicing, LP even if your home is worth less than what is owed on it.
- **Deed-In-Lieu:** Or, if your property is free from other liens or encumbrances, and if the default is due to a serious financial hardship which is beyond your control, you may be eligible to deed your property directly to the Noteholder and avoid the foreclosure sale.

If you are interested in discussing any of these foreclosure alternatives with BAC Home Loans Servicing, LP, you must contact us immediately. If you request assistance, BAC Home Loans Servicing, LP will need to evaluate whether that assistance will be extended to you. In the meantime, BAC Home Loans Servicing, LP will pursue all of its rights and remedies under the loan documents and as permitted by law, unless it agrees otherwise in writing. Failure to bring your loan current or to enter into a written agreement by January 16, 2011 as outlined above will result in the acceleration of your debt.

Additionally, the U.S. Department of Housing and Urban Development (HUD) funds free or very low cost housing counseling across the nation. Housing counselors can help you understand the law and your options. They can also help you to organize your finances and represent you in negotiations with your lender if you need this assistance. You may find a HUD-approved housing counselor near you by calling 1-800-569-4287. For the hearing impaired, HUD Counseling Agency (TDD) numbers are available at 1-800-877-8339.

Time is of the essence. Should you have any questions concerning this notice, please contact Loan Counseling Center immediately at 1-888-872-6514. Our office hours are between Mon - Fri, 8am to 9pm Eastern Time.

Sincerely,

Loan Counseling Center

This communication is from BAC Home Loans Servicing, LP, the Bank of America company that services your home loan.

How we post your payments: All accepted payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest, (ii) escrow deficiencies, (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan. Please specify if you want an additional amount applied to future payments, rather than principal reduction.

Postdated checks: Postdated checks will be processed on the date received unless a loan counselor agrees to honor the date written on the check as a condition of a repayment plan.

Dalen
109 Wood Valley Drive
Westminster, SC 29693

Principal	\$114,875.72
Interest from 11/01/2010 to 03/02/2017 @ 6.750%	\$49,130.92
Escrow	
Credit	
08/12/2011 (\$188.72)	
Total: (\$188.72)	
Taxes	
12/20/2010 \$366.68	
12/14/2011 \$443.50	
12/03/2012 \$443.50	
11/26/2013 \$452.12	
12/05/2014 \$452.12	
11/19/2015 \$452.12	
12/06/2016 \$452.12	
Total: \$3,062.16	
Hazard Insurance	\$14,359.49
11/14/2011 \$891.50	
11/13/2012 \$1,070.59	
12/12/2012 \$43.19	
11/12/2013 \$1,161.42	
11/12/2014 \$957.28	
11/30/2015 \$1,049.32	
11/29/2016 \$600.69	
Total: \$5,773.99	
Mortgage Insurance	
01/14/2011 \$77.19	
02/14/2011 \$77.19	
03/15/2011 \$77.19	
04/14/2011 \$77.19	
05/12/2011 \$77.19	
06/14/2011 \$77.19	
07/14/2011 \$77.19	
08/11/2011 \$77.19	



09/14/2011	\$77.19
10/14/2011	\$77.19
11/08/2011	\$77.19
12/09/2011	\$77.19
01/18/2012	\$77.19
02/17/2012	\$77.19
03/16/2012	\$77.19
04/16/2012	\$77.19
05/18/2012	\$77.19
06/19/2012	\$77.19
07/18/2012	\$77.19
08/17/2012	\$77.19
09/18/2012	\$77.19
10/18/2012	\$77.19
11/16/2012	\$77.19
12/14/2012	\$77.19
01/15/2013	\$77.19
02/15/2013	\$77.19
03/14/2013	\$77.19
04/11/2013	\$77.19
05/14/2013	\$77.19
06/13/2013	\$77.19
07/15/2013	\$77.19
08/15/2013	\$77.19
09/13/2013	\$77.19
10/11/2013	\$77.19
11/15/2013	\$77.19
12/12/2013	\$77.19
01/13/2014	\$77.19
02/14/2014	\$77.19
03/14/2014	\$77.19
04/14/2014	\$77.19
05/13/2014	\$77.19
06/09/2014	\$77.19
07/15/2014	\$77.19
08/15/2014	\$77.19
09/15/2014	\$77.19
10/15/2014	\$77.19
11/12/2014	\$77.19
12/15/2014	\$77.19
01/15/2015	\$77.19
02/11/2015	\$77.19
03/13/2015	\$77.19
04/28/2015	\$154.38
05/29/2015	\$77.19
06/24/2015	\$77.19

07/28/2015	\$77.19	
08/26/2015	\$77.19	
09/16/2015	\$77.19	
10/15/2015	\$77.19	
11/13/2015	\$77.19	
12/14/2015	\$77.19	
01/14/2016	\$77.19	
02/12/2016	\$77.19	
03/17/2016	\$77.19	
04/19/2016	\$77.19	
05/16/2016	\$77.19	
06/15/2016	\$77.19	
07/14/2016	\$77.19	
08/11/2016	\$77.19	
09/14/2016	\$77.19	
10/13/2016	\$77.19	
11/11/2016	\$77.19	
12/15/2016	\$77.19	
01/12/2017	\$77.19	
Total:	\$5,712.06	
Pro Rata MIP/PMI		\$154.38
Corporate Advances		
Property Inspections		
12/29/2010	\$8.00	
02/03/2011	\$15.00	
03/14/2011	\$15.00	
05/08/2011	\$15.00	
06/28/2011	\$15.00	
08/15/2011	\$15.00	
09/09/2011	\$15.00	
10/10/2011	\$15.00	
11/10/2011	\$15.00	
12/14/2011	\$15.00	
01/26/2012	\$14.00	
03/06/2012	\$14.00	
05/10/2012	\$14.00	
12/07/2012	\$15.00	
02/16/2013	\$15.00	
05/19/2013	\$15.00	
06/24/2013	\$15.00	
07/24/2013	\$15.00	
08/26/2013	\$15.00	
10/25/2013	\$15.00	
		\$805.25

11/25/2013	\$15.00	
12/17/2013	\$15.00	
01/20/2014	\$15.00	
02/17/2014	\$15.00	
03/19/2014	\$15.00	
04/17/2014	\$15.00	
05/19/2014	\$15.00	
06/16/2014	\$15.00	
07/17/2014	\$15.00	
08/15/2014	\$15.00	
09/16/2014	\$15.00	
11/13/2014	\$15.00	
12/12/2014	\$15.00	
01/12/2015	\$15.00	
02/11/2015	\$15.00	
03/04/2015	\$5.25	
03/16/2015	\$15.00	
04/23/2015	\$15.00	
05/27/2015	\$15.00	
06/24/2015	\$15.00	
07/30/2015	\$15.00	
08/27/2015	\$15.00	
11/24/2015	\$15.00	
12/23/2015	\$15.00	
01/27/2016	\$15.00	
04/27/2016	\$15.00	
05/25/2016	\$15.00	
06/21/2016	\$15.00	
07/27/2016	\$15.00	
08/24/2016	\$15.00	
09/26/2016	\$15.00	
10/26/2016	\$15.00	
11/22/2016	\$15.00	
12/22/2016	\$15.00	
01/19/2017	\$15.00	
Total:	\$805.25	
Prior Servicer Attorney's Fees and Costs:		
10/05/2011	\$550.00	
10/05/2011	\$225.00	
01/26/2012	\$185.00	
01/26/2012	\$150.00	
01/26/2012	\$405.00	
Total:	\$1,515.00	\$1,515.00
TOTAL PRINCIPAL, INTEREST AND EXPENSES:		\$180,840.76

PAY4 AS-OF 03/02/17 PAYOFF CALCULATION TOTALS 02/01/17 22:36:13
 NAME J DALEN CONTACT NAME JOHN DALEN

				RATE CHANGES	
			INT FROM	RATE	AMOUNT
PRINCIPAL BALANCE	114,875.72				
INTEREST 03/02/17	49,130.92	CALC	11/01/10	6.75000	49,130.92
PRO RATA MIP/PMI	154.38		03/02/17		
ESCROW ADVANCE	14,359.49				
ESCROW BALANCE	.00				
SUSPENSE BALANCE	.00				
HUD BALANCE	.00				
REPLACEMENT RESERVE	.00				
RESTRICTED ESCROW	.00				
TOTAL-FEES	5.00				
ACCUM LATE CHARGES	24.50				
ACCUM NSF CHARGES	.00				
OTHER FEES DUE	.00				
PENALTY INTEREST	.00				
FLAT/OTHER PENALTY FEE	.00				
CR LIFE/ORIG FEE RBATE	.00				
RECOVERABLE BALANCE	21,930.95				
			TOTAL INTEREST		49,130.92
			TOTAL TO PAYOFF		200,480.96
		NUMBER OF COPIES: 1		PRESS PF1 TO PRINT	

	Prior Servicer	Seterus	TOTALS
Start	\$0.00		
Credit	(\$188.72)	\$0.00	(\$188.72)
Mortgage Insurance	\$3,936.69	\$1,775.37	\$5,712.06
Tax	\$2,157.92	\$904.24	\$3,062.16
Hazard Insurance	\$4,123.98	\$1,650.01	\$5,773.99
Flood Insurance	\$0.00	\$0.00	\$0.00
Wind Insurance	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
End	\$10,029.87	\$4,329.62	\$14,359.49

Seterus	Starting Balance	Transaction Amount	Type	Year	Ending Balance	Notes
		\$77.19	mt		\$77.19	1/12/2017
	\$77.19	\$77.19	mt		\$154.38	12/15/2016
	\$154.38	\$452.12	t		\$606.50	12/6/2016
	\$606.50	\$600.69	h		\$1,207.19	11/29/2016
	\$1,207.19	\$77.19	mt		\$1,284.38	11/11/2016
	\$1,284.38	\$77.19	mt		\$1,361.57	10/13/2016
	\$1,361.57	\$77.19	mt		\$1,438.76	9/14/2016
	\$1,438.76	\$77.19	mt		\$1,515.95	8/11/2016
	\$1,515.95	\$77.19	mt		\$1,593.14	7/14/2016
	\$1,593.14	\$77.19	mt		\$1,670.33	6/15/2016
	\$1,670.33	\$77.19	mt		\$1,747.52	5/16/2016
	\$1,747.52	\$77.19	mt		\$1,824.71	4/19/2016
	\$1,824.71	\$77.19	mt		\$1,901.90	3/17/2016
	\$1,901.90	\$77.19	mt		\$1,979.09	2/12/2016
	\$1,979.09	\$77.19	mt		\$2,056.28	1/14/2016
	\$2,056.28	\$77.19	mt		\$2,133.47	12/14/2015
	\$2,133.47	\$1,049.32	h		\$3,182.79	11/30/2015
	\$3,182.79	\$452.12	t		\$3,634.91	11/19/2015
	\$3,634.91	\$77.19	mt		\$3,712.10	11/13/2015
	\$3,712.10	\$77.19	mt		\$3,789.29	10/15/2015
	\$3,789.29	\$77.19	mt		\$3,866.48	9/16/2015
	\$3,866.48	\$77.19	mt		\$3,943.67	8/26/2015
	\$3,943.67	\$77.19	mt		\$4,020.86	7/28/2015
	\$4,020.86	\$77.19	mt		\$4,098.05	6/24/2015
	\$4,098.05	\$77.19	mt		\$4,175.24	5/29/2015
	\$4,175.24	\$154.38	mt		\$4,329.62	4/28/2015

Type Codes
C = Credit/Payment
M = Mortgage Insurance
T = Tax
H = Hazard Insurance
F = Flood Insurance
W = Wind Insurance
O = Other

Prior Servicer	Starting Balance	Transaction Amount	Type	Year	Ending Balance	Notes
Type Codes C = Credit/Payment M = Mortgage Insurance T = Tax H = Hazard Insurance F = Flood Insurance W = Wind Insurance O = Other	\$10,029.87	\$77.19	m		(\$9,952.68)	3/13/2015
	(\$9,952.68)	\$77.19	m		(\$9,875.49)	2/11/2015
	(\$9,875.49)	\$77.19	m		(\$9,798.30)	1/15/2015
	(\$9,798.30)	\$77.19	m		(\$9,721.11)	12/15/2014
	(\$9,721.11)	\$452.12	t		(\$9,268.99)	12/5/2014
	(\$9,268.99)	\$957.28	h		(\$8,311.71)	11/12/2014
	(\$8,311.71)	\$77.19	m		(\$8,234.52)	11/12/2014
	(\$8,234.52)	\$77.19	m		(\$8,157.33)	10/15/2014
	(\$8,157.33)	\$77.19	m		(\$8,080.14)	9/15/2014
	(\$8,080.14)	\$77.19	m		(\$8,002.95)	8/15/2014
	(\$8,002.95)	\$77.19	m		(\$7,925.76)	7/15/2014
	(\$7,925.76)	\$77.19	m		(\$7,848.57)	6/9/2014
	(\$7,848.57)	\$77.19	m		(\$7,771.38)	5/13/2014
	(\$7,771.38)	\$77.19	m		(\$7,694.19)	4/14/2014
	(\$7,694.19)	\$77.19	m		(\$7,617.00)	3/14/2014
	(\$7,617.00)	\$77.19	m		(\$7,539.81)	2/14/2014
	(\$7,539.81)	\$77.19	m		(\$7,462.62)	1/13/2014
	(\$7,462.62)	\$77.19	m		(\$7,385.43)	12/12/2013
	(\$7,385.43)	\$452.12	t		(\$6,933.31)	11/26/2013
	(\$6,933.31)	\$77.19	m		(\$6,856.12)	11/15/2013
	(\$6,856.12)	\$1,161.42	h		(\$5,694.70)	11/12/2013
	(\$5,694.70)	\$77.19	m		(\$5,617.51)	10/11/2013
	(\$5,617.51)	\$77.19	m		(\$5,540.32)	9/13/2013
	(\$5,540.32)	\$77.19	m		(\$5,463.13)	8/15/2013
	(\$5,463.13)	\$77.19	m		(\$5,385.94)	7/15/2013
	(\$5,385.94)	\$77.19	m		(\$5,308.75)	6/13/2013
	(\$5,308.75)	\$77.19	m		(\$5,231.56)	5/14/2013
	(\$5,231.56)	\$77.19	m		(\$5,154.37)	4/11/2013
	(\$5,154.37)	\$77.19	m		(\$5,077.18)	3/14/2013
	(\$5,077.18)	\$77.19	m		(\$4,999.99)	2/15/2013
	(\$4,999.99)	\$77.19	m		(\$4,922.80)	1/15/2013
	(\$4,922.80)	\$77.19	m		(\$4,845.61)	12/14/2012
	(\$4,845.61)	\$43.19	h		(\$4,802.42)	12/12/2012
	(\$4,802.42)	\$443.50	t		(\$4,358.92)	12/3/2012
	(\$4,358.92)	\$77.19	m		(\$4,281.73)	11/16/2012
	(\$4,281.73)	\$1,070.59	h		(\$3,211.14)	11/13/2012
	(\$3,211.14)	\$77.19	m		(\$3,133.95)	10/18/2012
	(\$3,133.95)	\$77.19	m		(\$3,056.76)	9/18/2012
	(\$3,056.76)	\$77.19	m		(\$2,979.57)	8/17/2012
	(\$2,979.57)	\$77.19	m		(\$2,902.38)	7/18/2012
	(\$2,902.38)	\$77.19	m		(\$2,825.19)	6/19/2012
	(\$2,825.19)	\$77.19	m		(\$2,748.00)	5/18/2012
	(\$2,748.00)	\$77.19	m		(\$2,670.81)	4/16/2012
	(\$2,670.81)	\$77.19	m		(\$2,593.62)	3/16/2012
	(\$2,593.62)	\$77.19	m		(\$2,516.43)	2/17/2012
	(\$2,516.43)	\$77.19	m		(\$2,439.24)	1/18/2012
	(\$2,439.24)	\$443.50	t		(\$1,995.74)	12/14/2011
	(\$1,995.74)	\$77.19	m		(\$1,918.55)	12/9/2011
	(\$1,918.55)	\$891.50	h		(\$1,027.05)	11/14/2011
	(\$1,027.05)	\$77.19	m		(\$949.86)	11/8/2011
Transfer Balance						
	\$10,029.87					

Starting Balance	Transaction Amount	Type	Year	Ending Balance	Notes
\$949.86	\$77.19	Am		(\$872.67)	10/14/2011
(\$872.67)	\$77.19	Am		(\$795.48)	9/14/2011
(\$795.48)	\$188.72	Co		(\$984.20)	8/12/2011
(\$984.20)	\$77.19	Am		(\$907.01)	8/11/2011
(\$907.01)	\$77.19	Am		(\$829.82)	7/14/2011
(\$829.82)	\$77.19	Am		(\$752.63)	6/14/2011
(\$752.63)	\$77.19	Am		(\$675.44)	5/12/2011
(\$675.44)	\$77.19	Am		(\$598.25)	4/14/2011
(\$598.25)	\$77.19	Am		(\$521.06)	3/15/2011
(\$521.06)	\$77.19	Am		(\$443.87)	2/14/2011
(\$443.87)	\$77.19	Am		(\$366.68)	1/14/2011
(\$366.68)	\$366.68	Adj		\$0.00	12/20/2010

inspection

date	amt	R/NR	DESC.
1/19/2017	\$ 15.00	39R57	PROP INSPECTION
12/22/2016	\$ 15.00	39R57	PROP INSPECTION
11/22/2016	\$ 15.00	39R57	PROP INSPECTION
10/26/2016	\$ 15.00	39R57	PROP INSPECTION
9/26/2016	\$ 15.00	39R57	PROP INSPECTION
8/24/2016	\$ 15.00	39R57	PROP INSPECTION
7/27/2016	\$ 15.00	39R57	PROP INSPECTION
6/21/2016	\$ 15.00	39R57	PROP INSPECTION
5/25/2016	\$ 15.00	39R57	PROP INSPECTION
4/27/2016	\$ 15.00	39R57	PROP INSPECTION
1/27/2016	\$ 15.00	39R57	PROP INSPECTION
12/23/2015	\$ 15.00	39R57	PROP INSPECTION
11/24/2015	\$ 15.00	39R57	PROP INSPECTION
8/27/2015	\$ 15.00	39R57	PROP INSPECTION
7/30/2015	\$ 15.00	39R57	PROP INSPECTION
6/24/2015	\$ 15.00	39R57	PROP INSPECTION
5/27/2015	\$ 15.00	39R57	PROP INSPECTION
4/23/2015	\$ 15.00	39R57	PROP INSPECTION
3/16/2015	\$ 15.00	39R57	PSPropInspection
3/4/2015	\$ 5.25	39R57	PSPropInspection
2/11/2015	\$ 15.00	39R57	PSPropInspection
1/12/2015	\$ 15.00	39R57	PSPropInspection
12/12/2014	\$ 15.00	39R57	PSPropInspection
11/13/2014	\$ 15.00	39R57	PSPropInspection
9/16/2014	\$ 15.00	39R57	PSPropInspection
8/15/2014	\$ 15.00	39R57	PSPropInspection
7/17/2014	\$ 15.00	39R57	PSPropInspection
6/16/2014	\$ 15.00	39R57	PSPropInspection
5/19/2014	\$ 15.00	39R57	PSPropInspection
4/17/2014	\$ 15.00	39R57	PSPropInspection
3/19/2014	\$ 15.00	39R57	PSPropInspection
2/17/2014	\$ 15.00	39R57	PSPropInspection
1/20/2014	\$ 15.00	39R57	PSPropInspection
12/17/2013	\$ 15.00	39R57	PSPropInspection
11/25/2013	\$ 15.00	39R57	PSPropInspection
10/25/2013	\$ 15.00	39R57	PSPropInspection
8/26/2013	\$ 15.00	39R57	PSPropInspection
7/24/2013	\$ 15.00	39R57	PSPropInspection
6/24/2013	\$ 15.00	39R57	PSPropInspection
5/19/2013	\$ 15.00	39R57	PSPropInspection
2/16/2013	\$ 15.00	39R57	PSPropInspection
12/7/2012	\$ 15.00	39R57	PSPropInspection
5/10/2012	\$ 14.00	39R57	PSPropInspection

3/6/2012	\$	14.00	39R57	PSPropInspection
1/26/2012	\$	14.00	39R57	PSPropInspection
12/14/2011	\$	15.00	39R57	PSPropInspection
11/10/2011	\$	15.00	39R57	PSPropInspection
10/10/2011	\$	15.00	39R57	PSPropInspection
9/9/2011	\$	15.00	39R57	PSPropInspection
8/15/2011	\$	15.00	39R57	PSPropInspection
6/28/2011	\$	15.00	39R57	PSPropInspection
5/8/2011	\$	15.00	39R57	PSPropInspection
3/14/2011	\$	15.00	39R57	PSPropInspection
2/3/2011	\$	15.00	39R57	PSPropInspection
12/29/2010	\$	8.00	39R57	PSPropInspection
	\$	805.25		

other

date	amt	R/NR	CODE	DESC.
1/30/2017	\$ 747.50	35R50	CCLF	CONTESTEDLITFEE
12/7/2016	\$ 550.00	35R50	CCLF	CONTESTEDLITFEE
11/1/2016	\$ 1,927.50	35R50	CCLF	CONTESTEDLITFEE
11/1/2016	\$ 53.20	39R57	LFPC	LEGALPOSTINGCOST
10/7/2016	\$ 690.00	35R50	CCLF	CONTESTEDLITFEE
8/30/2016	\$ 260.00	35R50	CCLF	CONTESTEDLITFEE
8/3/2016	\$ 467.50	35R50	CCLF	CONTESTEDLITFEE
7/8/2016	\$ 2,320.00	35R50	CCLF	CONTESTEDLITFEE
5/4/2016	\$ 1,962.50	35R50	CCLF	CONTESTEDLITFEE
4/11/2016	\$ 787.50	35R50	CCLF	CONTESTEDLITFEE
3/7/2016	\$ 170.00	35R50	CCLF	CONTESTEDLITFEE
3/3/2016	\$ 800.00	35R50	CCLF	CONTESTEDLITFEE
2/5/2016	\$ 300.00	35R50	CCLF	CONTESTEDLITFEE
2/3/2016	\$ 1,430.00	35R50	CCLF	CONTESTEDLITFEE
2/3/2016	\$ 25.00	39R57	LFPC	LEGALPOSTINGCOST
10/29/2015	\$ 1,827.50	35R50	CCLF	CONTESTEDLITFEE
9/22/2015	\$ 727.50	35R50	CCLF	CONTESTEDLITFEE
9/15/2015	\$ 142.50	35R50	CCLF	CONTESTEDLITFEE
8/17/2015	\$ 657.50	35R50	CCLF	CONTESTEDLITFEE
8/17/2015	\$ 25.00	39R57	LFPC	LEGALPOSTINGCOST
7/24/2015	\$ 40.00	35R50	CCLF	CONTESTEDLITFEE
3/27/2015	\$ 795.00	39R57	PLFF	PS Legal Fee-FCL
3/27/2015	\$ 100.00	39R57	PLPC	PSLglPostingCost
3/18/2015	\$ 1,183.75	39R57	PLFF	PS Legal Fee-FCL
3/18/2015	\$ 426.25	39R57	PLFF	PS Legal Fee-FCL
2/18/2015	\$ 247.50	39R57	PLFF	PS Legal Fee-FCL
2/17/2015	\$ 897.50	39R57	PLFF	PS Legal Fee-FCL
2/17/2015	\$ 50.00	39R57	PLPC	PSLglPostingCost
1/26/2012	\$ 150.00	39R57	PLPC	PSLglPostingCost
1/26/2012	\$ 405.00	39R57	PPNC	PSPublictnNotice
1/26/2012	\$ 185.00	39R57	PRST	PSRecSubsTrustee
10/5/2011	\$ 550.00	39R57	PRST	PSRecSubsTrustee
10/5/2011	\$ 225.00	39R57	PTSW	PSTitleServcWork
	\$ 21,125.70			

DDCH [REDACTED] CORPORATE ADVANCE HISTORY SCREEN 265/001 02/01/17 22:34:26
 J DALEN L:C F:A B:C R: 12/01/10 TYPE CONV: FMI MAN X
 109 WOOD VALLEY DR WESTMINSTER SC 29693-5003

* MORE *

C/A PAYEE	TRAN	RSN	USR	ESC PAYEE
__ SORT	__ SORT	__ SORT	__ SORT	__ SORT
DATE RANGE: _____				THRU _____

TRN	USR	ID	DATE	TRAN AMT	ESC PAYEE	C/A	PAYEE RSN	DESCRIPTION	ORIG
									DISBDT
630	NIV	0102	013017	747.50	AT15623	35R50	CCLF	CONTESTEDLITFEE	
631	NIV	0101	011917	15.00	EB56411	39R57	FPIF	PROP INSPECTION	
631	NIV	0100	122216	15.00	EB56411	39R57	FPIF	PROP INSPECTION	
630	NIV	0099	120716	550.00	AT15623	35R50	CCLF	CONTESTEDLITFEE	
631	NIV	0098	112216	15.00	EB56411	39R57	FPIF	PROP INSPECTION	
630	NIV	0097	110116	1,927.50	AT15623	35R50	CCLF	CONTESTEDLITFEE	
630	NIV	0096	110116	53.20	AT15623	39R57	LFPC	LEGALPOSTINGCOST	
631	NIV	0095	102616	15.00	EB56411	39R57	FPIF	PROP INSPECTION	
630	NIV	0094	100716	690.00	AT15623	35R50	CCLF	CONTESTEDLITFEE	
631	NIV	0093	092616	15.00	EB56411	39R57	FPIF	PROP INSPECTION	

DDCH XXXXXXXXXX CORPORATE ADVANCE HISTORY SCREEN 265/001 02/01/17 22:34:28
 J DALEN L:C F:A B:C R: 12/01/10 TYPE CONV. FMT MAN X
 109 WOOD VALLEY DR WESTMINSTER SC 29693-5003

* MORE *

C/A PAYEE	TRAN	RSN	USR	ESC PAYEE
__ SORT	__ SORT	__ SORT	__ SORT	__ SORT
DATE RANGE: _____	THRU _____			

TRN	USR	ID	DATE	TRAN AMT	ESC PAYEE	C/A PAYEE RSN	DESCRIPTION	ORIG DISBDT
630	NIV	0092	083016	260.00	AT15623	35R50	CCLF CONTESTEDLITFEE	
631	NIV	0091	082416	15.00	EB56411	39R57	FPIF PROP INSPECTION	
630	NIV	0090	080316	467.50	AT15623	35R50	CCLF CONTESTEDLITFEE	
631	NIV	0089	072716	15.00	EB56411	39R57	FPIF PROP INSPECTION	
630	NIV	0088	070816	2,320.00	AT15623	35R50	CCLF CONTESTEDLITFEE	
631	NIV	0087	062116	15.00	EB56411	39R57	FPIF PROP INSPECTION	
630	NIV	0086	060316	800.00	AT15623	35R50	CCLF CONTESTEDLITFEE	
633	NIV	0085	052516	25.00	EA50051	39T57	FTSF TECH SUBMISSION	
631	NIV	0084	052516	15.00	EB56411	39R57	FPIF PROP INSPECTION	
630	NIV	0083	050416	1,962.50	AT15623	35R50	CCLF CONTESTEDLITFEE	

DDCH XXXXXXXXXX CORPORATE ADVANCE HISTORY SCREEN 265/001 02/01/17 22:34:32
 J DALEN L:C F:A B:C R: 12/01/10 TYPE CONV. PMI MAN X
 109 WOOD VALLEY DR WESTMINSTER SC 29693-5003

* MORE *

C/A PAYEE	TRAN	RSN	USR	ESC PAYEE
__ SORT	__ SORT	__ SORT	__ SORT	__ SORT
DATE RANGE: _____	THRU _____			

TRN	USR	ID	DATE	TRAN AMT	ESC PAYEE	C/A PAYEE RSN	DESCRIPTION	ORIG DISBDT
631	NIV	0082	042716	15.00	EB56411	39R57	FPIF PROP INSPECTION	
630	NIV	0081	041116	787.50	AT15623	35R50	CCLF CONTESTEDLITFEE	
630	NIV	0080	030716	170.00	AT15623	35R50	CCLF CONTESTEDLITFEE	
630	NIV	0079	020516	300.00	AT15623	35R50	CCLF CONTESTEDLITFEE	
630	NIV	0078	020316	25.00	AT15623	39R57	LFPC LEGALPOSTINGCOST	
630	NIV	0077	020316	1,430.00	AT15623	35R50	CCLF CONTESTEDLITFEE	
631	NIV	0076	012716	15.00	EB56411	39R57	FPIF PROP INSPECTION	
631	NIV	0075	122315	15.00	EB11937	39R57	FPIF PROP INSPECTION	
631	NIV	0074	112415	15.00	EB11937	39R57	FPIF PROP INSPECTION	
630	NIV	0073	102915	1,827.50	AT15623	35R50	CCLF CONTESTEDLITFEE	

DDCH ██████████ CORPORATE ADVANCE HISTORY SCREEN 265/001 02/01/17 22:34:33
 J DALEN L:C F:A B:C R: 12/01/10 TYPE CONV. PMI MAN X
 109 WOOD VALLEY DR WESTMINSTER SC 29693-5003

----- * MORE * -----
 C/A PAYEE TRAN RSN USR ESC PAYEE
 _ SORT _ SORT _ SORT _ SORT _ SORT
 DATE RANGE: THRU

TRN	USR	ID	DATE	TRAN	AMT	ESC	PAYEE	C/A	PAYEE	RSN	DESCRIPTION	ORIG
												DISBDT
630	NIV	0072	092215	727.50	AT15623	35R50	CCLF	CONTESTEDLITFEE				
630	NIV	0071	091515	142.50	AT15623	35R50	CCLF	CONTESTEDLITFEE				
631	NIV	0070	082715	15.00	EB11937	39R57	FPIF	PROP INSPECTION				
630	NIV	0069	081715	25.00	AT15623	39R57	LFPC	LEGALPOSTINGCOST				
630	NIV	0068	081715	657.50	AT15623	35R50	CCLF	CONTESTEDLITFEE				
633	NIV	0067	080515	5.00	EA50051	39T57	FSFF	SUBMISSIONFEE-FC				
631	NIV	0066	073015	15.00	EB11937	39R57	FPIF	PROP INSPECTION				
630	NIV	0065	072415	40.00	AT15623	35R50	CCLF	CONTESTEDLITFEE				
631	NIV	0064	062415	15.00	EB11937	39R57	FPIF	PROP INSPECTION				
631	NIV	0063	052715	15.00	EB11937	39R57	FPIF	PROP INSPECTION				

DDCH [REDACTED] CORPORATE ADVANCE HISTORY SCREEN 265/001 02/01/17 22:34:35
 J DALEN L:C F:A B:C R: 12/01/10 TYPE CONV. PMI MAN X
 109 WOOD VALLEY DR WESTMINSTER SC 29693-5003

----- * MORE * -----
 C/A PAYEE TRAN RSN USR ESC PAYEE
 SORT SORT SORT SORT SORT
 DATE RANGE: THRU -----

TRN	USR	ID	DATE	TRAN AMT	ESC PAYEE	C/A	PAYEE RSN	DESCRIPTION	ORIG	DISBDT
631	NIV	0062	042315	15.00	EB11937	39R57	FPIF	PROP INSPECTION		
745	SO1	0061	040915	15.00		39T57	PPIF	PSPROPINSPECTION		
745	SO1	0060	040915	15.00		39T57	PPIF	PSPROPINSPECTION		
745	SO1	0059	040915	15.00		39T57	PPIF	PSPROPINSPECTION		
745	SO1	0058	040915	15.00		39T57	PPIF	PSPROPINSPECTION		
745	SO1	0057	040915	15.00		39T57	PPIF	PSPROPINSPECTION		
745	SO1	0056	040915	14.00		39T57	PPIF	PSPROPINSPECTION		
745	SO1	0055	040915	14.00		39T57	PPIF	PSPROPINSPECTION		
745	SO1	0054	040915	7.00		39T57	PPIF	PSPROPINSPECTION		
745	SO1	0053	040915	14.00		39T57	PPIF	PSPROPINSPECTION		

DDCH ██████████ CORPORATE ADVANCE HISTORY SCREEN 265/001 02/01/17 22:34:37
 J DALEN L:C F:A B:C R: 12/01/10 TYPE CONV. PMI MAN X
 109 WOOD VALLEY DR WESTMINSTER SC 29693-5003

-----+ MORE +-----
 C/A PAYEE TRAN RSN USR ESC PAYEE
 _ SORT _ SORT _ SORT _ SORT _ SORT
 DATE RANGE: THRU

TRN	USR	ID	DATE	TRAN AMT	ESC PAYEE	C/A	PAYEE RSN	DESCRIPTION	ORIG	DISBDT
745	SO1	0052	040915	15.00		39T57	PPIF	PSPROPINSPECTION		
745	SO1	0051	040915	225.00		39T57	PTSW	PSTITLESERVCWORK		
745	SO1	0050	040915	20.00		39T57	PLPC	PSLGLPOSTINGCOST		
745	SO1	0049	040915	225.00		39R57	PTSW	PSTITLESERVCWORK		
745	SO1	0048	040915	405.00		39R57	PPNC	PSPUBLICITNNOTICE		
745	SO1	0047	040915	5.25		39R57	PPIF	PSPROPINSPECTION		
745	SO1	0046	040915	795.00		39R57	PLFF	PS LEGAL FEE-FCL		
745	SO1	0045	040915	426.25		39R57	PLFF	PS LEGAL FEE-FCL		
745	SO1	0044	040915	1,183.75		39R57	PLFF	PS LEGAL FEE-FCL		
745	SO1	0043	040915	247.50		39R57	PLFF	PS LEGAL FEE-FCL		

DDCH ██████████ CORPORATE ADVANCE HISTORY SCREEN 265/001 02/01/17 22:34:39
 J DALEN L:C F:A B:C R: 12/01/10 TYPE CONV. PMI MAN X
 109 WOOD VALLEY DR WESTMINSTER SC 29693-5003

* MORE *

C/A PAYEE	TRAN	RSN	USR	ESC PAYEE
__ SORT	__ SORT	__ SORT	__ SORT	__ SORT
DATE RANGE: ____ THRU ____				

TRN	USR	ID	DATE	TRAN AMT	ESC PAYEE	C/A	PAYEE RSN	DESCRIPTION	ORIG
									DISBDT
745	501	0042	040915	897.50			39R57	PLFF PS LEGAL FEE-FCL	
745	501	0041	040915	15.00			39R57	PPIF PSPROPINSPECTION	
745	501	0040	040915	15.00			39R57	PPIF PSPROPINSPECTION	
745	501	0039	040915	15.00			39R57	PPIF PSPROPINSPECTION	
745	501	0038	040915	15.00			39R57	PPIF PSPROPINSPECTION	
745	501	0037	040915	15.00			39R57	PPIF PSPROPINSPECTION	
745	501	0036	040915	15.00			39R57	PPIF PSPROPINSPECTION	
745	501	0035	040915	15.00			39R57	PPIF PSPROPINSPECTION	
745	501	0034	040915	15.00			39R57	PPIF PSPROPINSPECTION	
745	501	0033	040915	15.00			39R57	PPIF PSPROPINSPECTION	

DDCH ██████████ CORPORATE ADVANCE HISTORY SCREEN 265/001 02/01/17 22:34:41
 J DALEN L:C F:A B:C R: 12/01/10 TYPE CONV. PMI MAN X
 109 WOOD VALLEY DR WESTMINSTER SC 29693-5003

* MORE *

C/A PAYEE	TRAN	RSN	USR	ESC PAYEE
__ SORT	__ SORT	__ SORT	__ SORT	__ SORT
DATE RANGE: _____ THRU _____				

TRN	USR	ID	DATE	TRAN AMT	ESC PAYEE	C/A PAYEE RSN	DESCRIPTION	ORIG DISBDT
745	501	0032	040915	15.00		39R57 PPIF	PSPROPINSPECTION	
745	501	0031	040915	15.00		39R57 PPIF	PSPROPINSPECTION	
745	501	0030	040915	15.00		39R57 PPIF	PSPROPINSPECTION	
745	501	0029	040915	15.00		39R57 PPIF	PSPROPINSPECTION	
745	501	0028	040915	15.00		39R57 PPIF	PSPROPINSPECTION	
745	501	0027	040915	15.00		39R57 PPIF	PSPROPINSPECTION	
745	501	0026	040915	15.00		39R57 PPIF	PSPROPINSPECTION	
745	501	0025	040915	15.00		39R57 PPIF	PSPROPINSPECTION	
745	501	0024	040915	15.00		39R57 PPIF	PSPROPINSPECTION	
745	501	0023	040915	15.00		39R57 PPIF	PSPROPINSPECTION	

DDCH XXXXXXXXXX CORPORATE ADVANCE HISTORY SCREEN 265/001 02/01/17 22:34:43
 J DALEN L:C F:A B:C R: 12/01/10 TYPE CONV. EMI MAN X
 109 WOOD VALLEY DR WESTMINSTER SC 29693-5003

* MORE *

C/A PAYEE	TRAN	RSN	USR	ESC PAYEE
____	____	____	____	____
____	____	____	____	____
____	____	____	____	____
DATE RANGE:	TERU			

TRN	USR	ID	DATE	TRAN AMT	ESC PAYEE	C/A PAYEE RSN	DESCRIPTION	ORIG DISBNT
745	501	0022	040915	15.00		39R57	PPIF PSROPINSPECTION	
745	501	0021	040915	15.00		39R57	PPIF PSROPINSPECTION	
745	501	0020	040915	15.00		39R57	PPIF PSROPINSPECTION	
745	501	0019	040915	15.00		39R57	PPIF PSROPINSPECTION	
745	501	0018	040915	14.00		39R57	PPIF PSROPINSPECTION	
745	501	0017	040915	14.00		39R57	PPIF PSROPINSPECTION	
745	501	0016	040915	14.00		39R57	PPIF PSROPINSPECTION	
745	501	0015	040915	15.00		39R57	PPIF PSROPINSPECTION	
745	501	0014	040915	15.00		39R57	PPIF PSROPINSPECTION	
745	501	0013	040915	15.00		39R57	PPIF PSROPINSPECTION	

DDCH ██████████ CORPORATE ADVANCE HISTORY SCREEN 265/001 02/01/17 22:34:45
 J DALEN L:C F:A B:C R: 12/01/10 TYPE CONV. PMI MAN X
 109 WOOD VALLEY DR WESTMINSTER SC 29693-5003

----- * MORE * -----
 C/A PAYEE TRAN RSN USR ESC PAYEE
 _ SORT _ SORT _ SORT _ SORT _ SORT
 DATE RANGE: TERU

TRN	USR	ID	DATE	TRAN AMT	ESC PAYEE	C/A	DESCRIPTION	ORIG
745	501	0012	040915	15.00		39R57	PPIF PSPROPINSPECTION	DISBOT
745	501	0011	040915	15.00		39R57	PPIF PSPROPINSPECTION	
745	501	0010	040915	15.00		39R57	PPIF PSPROPINSPECTION	
745	501	0009	040915	15.00		39R57	PPIF PSPROPINSPECTION	
745	501	0008	040915	15.00		39R57	PPIF PSPROPINSPECTION	
745	501	0007	040915	15.00		39R57	PPIF PSPROPINSPECTION	
745	501	0006	040915	8.00		39R57	PPIF PSPROPINSPECTION	
745	501	0005	040915	50.00		39R57	PLPC PSLGLPOSTINGCOST	
745	501	0004	040915	150.00		39R57	PLPC PSLGLPOSTINGCOST	
745	501	0003	040915	100.00		39R57	PLPC PSLGLPOSTINGCOST	

DDCH XXXXXXXXXX CORPORATE ADVANCE HISTORY SCREEN 265/001 02/01/17 22:34:46
 J DALEN L:C F:A B:C R: 12/01/10 TYPE CONV. FMT MAN X
 109 WOOD VALLEY DR WESTMINSTER SC 29693-5003

* END *

C/A PAYEE	TRAN	RSN	USR	ESC PAYEE
__ SORT	__ SORT	__ SORT	__ SORT	__ SORT

DATE RANGE: _____ THRU _____

TRAN	USR	ID	DATE	TRAN AMT	ESC PAYEE	C/A	PAYEE RSN	DESCRIPTION	ORIG
									DISBDT

745	501	0002	040915	185.00		39R57	PRST	PSRECSUBTRUSTEE	
745	501	0001	040915	550.00		39R57	PRST	PSRECSUBTRUSTEE	

** BEGINNING CORP ADV BALANCE:	0.00
** TOTAL OF TRANS DISPLAYED ON DDCH:	22,344.95
** OUTSTANDING CORP ADV BALANCE:	22,344.95

FEE1

FEE ACTIVITY LEDGER

02/01/17 22:34:48

SELECTED CODES

FROM MMDDYY

PAGE 1 OF 1

JOHN DALEN

109 WOOD VALLEY DR
WESTMINSTER

SC 29693-

FEE CODE	DESCRIPTION	DATE ASSESSED	AMOUNT	DATE PAID	AMOUNT	DATE WAIVED	AMOUNT
1	LATE CHARGE	04-15-15	12.25				
1	LATE CHARGE	11-16-15	12.25				

NET	24.50	TOTALS	24.50		0.00		0.00

HAZ1 **HAZARD : FLOOD INSURANCE** 02/01/17 22:34:52
351 NAME J DALEN TYPE CONV. PMI UNIT ID
PROP 109 WOOD VALLEY DR WESTMINSTER SC 29693 MAN X GROUP

-----MAIN-----
TYP AGENT INSCO DUE EXPIRES PREMIUM TRM COVERAGE P C POLICY NUMBER 523 N
351 33333 ALL00 12/17 12/10/17 600.69 12 163502 6 H 955531942
ACT C DISB CD ADD. PREM MTG CL N 00/00/00 VP Y OV ZGD N N

-----SPOC----- ACTIVE FORECLOSURE
LOSS MIT IND = 1 LOSS MIT RETENTION COMPLETED CH 13 BANKRUPTCY
COMPLETED LOSS MITIGATION 134 DAYS PAST PROJECTED LEGAL DATE
PROCESSING NOTES ARE PRESENT FORECLOSURE STOP = 1

-----HDED TO UPDATE DEDUCTIBLE AMOUNT-----
AGENT AGENT DEFAULT ----- DISBURSEMENT AND REFUND HISTORY -----
TYP PAYEE DUE PAID AMOUNT
351 ALL00 12-16 11-29-16 600.69-

9800 MUIRLANDS BLVD
IRVINE CA 92618

INSCO ALLSTATE INS

PAY

PO BOX 660649
DALLAS TX 75266

HAZ1	HAZARD : FLOOD INSURANCE		02/01/17 22:34:53
351	NAME J DALEN	TYPE CONV. PMI	UNIT ID
PROP 109 WOOD VALLEY DR	WESTMINSTER SC 29693		MAN X GROUP

-----MAIN-----

TYP AGENT INSCO	DUE	EXPIRES	PREMIUM	TRM	COVERAGE	P C	POLICY NUMBER	523 N
351 33333 ALL00	12/17	12/10/17	600.69	12	163502	6 H	955531942	
ACT C DISB CD	ADD. PREM	MTG CL N 00/00/00		VP Y OV	ZGD	N N		

--SPOC--	ACTIVE FORECLOSURE
LOSS MIT IND = 1 LOSS MIT RETENTION	COMPLETED CH 13 BANKRUPTCY
COMPLETED LOSS MITIGATION	134 DAYS PAST PROJECTED LEGAL DATE
PROCESSING NOTES ARE PRESENT	FORECLOSURE STOP = 1

-----DED TO UPDATE DEDUCTIBLE AMOUNT-----

AGENT AGENT DEFAULT	INVESTOR NAME FANNIE MAE
	INVESTOR LOAN
9800 MUIRLANDS BLVD	INVESTOR PHONE 503-372-8142
IRVINE CA 92618	CLS 12-20-07 ASM 00-00-00 MAT 01-38
INSCO ALLSTATE INS	DUE 12-01-10 PRIN BAL 114,875.72
PAY	ESC BAL 14,359.49- R ESC .00
PO BOX 660649	HAZ MONTH .01 HAZ YTD .00
DALLAS TX 75266	OCCUPANT UNKNOWN

HAZA XXXXXXXXXX HAZARD & FLOOD INSURANCE 02/01/17 22:34:57
NAME J DALEN TYPE CONV. PMI
PROP 109 WOOD VALLEY DR WESTMINSTER SC 29693 MAN X

TYP	AGENT	INSCO	DUE	EXPIRES	PREMIUM	TRM	COVERAGE	P	C	POLICY	NUMBER
					DEDUCTIBLE	AMOUNT	PERCENT				
351	33333	ALL00	12/17	12/10/17	600.69	12	163502	6	H	955531942	

P194 COLLECTION INFORMATION 02/01/17
 LN [REDACTED]
 NAME J DALEN INV-LN [REDACTED] DUE 12-01-10 TYPE 16
 BR 00 MAN X P-TYPE 1 INT .0675000 FIRST PB 114,875.72 2ND PB .00
 ORIG MTG 118750 LN DATE 12-20-07 TERM 360 MO P&I 770.22 PAY PER 12

 BILL JOHN DALEN TEL 0 978-297-9801 000-000-0000
 NAME TAX NAME JOHN DALEN
 & 109 WOOD VALLEY DR PROPERTY 109 WOOD VALLEY DR
 ADDR WESTMINSTER SC 29693 ADDRESS WESTMINSTER SC 29693
 AMOUNTS DUE ASM 00-00-00 MAT 01-38 XFER DEED - -
 DUE DATE 12-01-10 BALANCES STOPS
 REG PAYMENT 958.94 SUSPENSE .00 PROCESS F
 MONTHS 75 RES ESC .00 CASHIER 5 TIMES 1
 TOT REG PAY 71353.04 HUD BAL .00 DISB 0
 ACCRUED LC 24.50 ESC ADV 14359.49 BD CK 0
 REP RES .00 PIF 0
 NSF BAL .00 REG ESC .00 FC 1 TRACK A
 OTHER FEE .00 NOTICE 0
 TOTAL DUE 71377.54 ANALYZE 0
 LC FACTR .05000 MAX LC AMT 12.25 MAX LC RATE .00000 L/C 4
 LC CODE A MIN LC AMT .00 GRACE DAYS 015 PMT/BD CK TAB 000000000000
 REMINDER DAYS FINAL NOTICE DAYS DELQ TAB THRU 11-15 000000000001
 PLEASE ENTER NEXT TRANSACTION FROM [REDACTED] ASSUMABLE

PAY3 AS-OF 03/02/17 PAYOFF FEES AND PERDIEM 02/01/17 22:36:14

1ST MORT PERDIEM INTEREST - ASSESS WAIVE			ADDITIONAL FEES	
FROM	RATE	AMOUNT	N	N
03/02/17	06.75000	21.24	N	N 1
			N	N 2
			N	N 3
			N	N 4
			N	N 5
			Y	N 6

N	24.50	ACCUM LATE CHARGES
N	.00	ACCUM NSF CHARGES
N	.00	OTHER FEES DUE

MEMO ITEMS

PAYMENT L/C	12.25	TYP 16 ST 39 CNTY 073	INV 265 001
			PF4: FEE COMMENTS

==SPOC==	ACTIVE FORECLOSURE
LOSS MIT IND = 1 LOSS MIT RETENTION	COMPLETED CH 13 BANKRUPTCY
COMPLETED LOSS MITIGATION	
LOAN IS IN FORECLOSURE, F/C STOP = 1	PROC STOP = F FORECLOSURE
LOAN PAST DUE 75 MONTHS	134 DAYS PAST PROJECTED LEGAL DATE

PAY2 [REDACTED] PAYOFF CALCULATION 02/01/17 22:36:18
NAME J DALEN CONTACT NAME JOHN DALEN

AS OF VERBAL REVI REFI PAYT CSH-ADV SF-OPT
03/02/17 Y Y N N 1
CALC MTHD P/DM LETTER MSG DAYS
C D XP 00 1 30

CALC INT: 2 (1)THROUGH (2)TO AS OF

-----* ADDITIONAL MESSAGES *

WARNING: AS-OF DATE IS SIX MONTHS OR MORE BEYOND LOAN DUE DATE
--SPOC-- ACTIVE FORECLOSURE
LOSS MIT IND = 1 LOSS MIT RETENTION COMPLETED CH 13 BANKRUPTCY
COMPLETED LOSS MITIGATION
LOAN IS IN FORECLOSURE, F/C STOP = 1 PROC STOP = F FORECLOSURE

INT INDICATOR 2, INT IN ARREARS
LOAN TYPE 16 CONV-FMI
DISTRIBUTION TYPE 1 CONSTANT P&I
INTEREST RATE 6.75000 DUE 12/01/10
INV NAME FANNIE MAE
INV LOAN [REDACTED]
INV PHONE 503/372-8142

PAY1 LOAN [REDACTED] PAYOFF INFORMATION 02/01/17 22:36:20
BILLING NAME AND ADDRESS MORTGAGOR & CO-MIGR SSN MAN CODE X
JOHN DALEN [REDACTED] PROPERTY ADDRESS MONTHLY
109 WOOD VALLEY DR 109 WOOD VALLEY DR PAY METHOD 7
WESTMINSTER SC 29693 WESTMINSTER SC 29693 SPECIAL
TOTAL PRIN BALANCE DUE DATE LOAN DATE LOAN TYPE 16
114,875.72 12/01/10 12/20/07 CONV-PMI

-----PF6:TO FAX

CONTACT NAME CONTACT PHONE NO. ____/____-____
MAIL-TO NAME AND ADDRESS IF OTHER THAN BILLING NAME AND ADDRESS

1 _____ 2 _____
3 _____ 4 _____ STATE _____ ZIP _____

CONTACT2 NAME CONTACT2 PHONE NO. ____/____-____

1 _____ 2 _____
3 _____ 4 _____ STATE _____ ZIP _____

--SPOC--

LOSS MIT IND = 1 LOSS MIT RETENTION

COMPLETED LOSS MITIGATION

LOAN IS IN FORECLOSURE, F/C STOP = 1

LOAN PAST DUE 75 MONTHS

ACTIVE FORECLOSURE

COMPLETED CH 13 BANKRUPTCY

PROC STOP = F FORECLOSURE

134 DAYS PAST PROJECTED LEGAL DATE

PIR1 [REDACTED] PROPERTY INSPECTION RESULTS 02/01/17 22:36:23
 J DALEN DUE 12/01/10 TYPE CONV-FBI INV-LN [REDACTED]
 109 WOOD VALLEY DR WESTMINSTER SC 29693-5003 GROUP [REDACTED]

HISTORY OF REQUESTS

REQUEST DATE	INSPECTION TYPE	P/ REQUEST M MEDIA	PI CO.	REQUESTOR	COMPLETE DATE	V/ DATE FEE O ADDED
01/30/17	DELINQUENT	P MASS REQ	SVLINK LILH1			
	ACTION: _ DISPOSITION:					
12/30/16	DELINQUENT	P MASS REQ	SVLINK LILH1		01/12/17	15.00 O 01/13/17
	ACTION: _ DISPOSITION:					
11/30/16	DELINQUENT	P MASS REQ	SVLINK LILH1		12/12/16	15.00 O 12/14/16
	ACTION: _ DISPOSITION:					
10/31/16	DELINQUENT	P MASS REQ	SVLINK LILH1		11/11/16	15.00 O 11/14/16
	ACTION: _ DISPOSITION:					
09/29/16	DELINQUENT	P MASS REQ	SVLINK LILH1		10/13/16	15.00 O 10/14/16
	ACTION: _ DISPOSITION:					
08/30/16	DELINQUENT	P MASS REQ	SVLINK LILH1		09/16/16	15.00 O 09/19/16
	ACTION: _ DISPOSITION:					

* ADDITIONAL MESSAGES *

--SPOC-- ACTIVE FORECLOSURE
 LOSS MIT IND = 1 LOSS MIT RETENTION COMPLETED CH 13 BANKRUPTCY
 COMPLETED LOSS MITIGATION

PIRI XXXXXXXXXX PROPERTY INSPECTION RESULTS 02/01/17 22:36:25
 J DALEN DUE 12/01/10 TYPE CONV-FMI INV-IN XXXXXXXXXX
 109 WOOD VALLEY DR WESTMINSTER SC 29693-5003 GROUP XXXXXXXXXX

HISTORY OF REQUESTS							
REQUEST DATE	INSPECTION TYPE	P/ REQUEST M MEDIA	PI CO.	REQUESTOR	COMPLETE DATE	FEE	V/ DATE O ADDED
07/31/16	DELINQUENT	P MASS REQ	SVLINK LILH1		08/14/16	15.00	0 08/17/16
	ACTION: _ DISPOSITION:						
07/01/16	DELINQUENT	P MASS REQ	SVLINK LILH1		07/14/16	15.00	0 07/15/16
	ACTION: _ DISPOSITION:						
06/01/16	BANKRUPTCY	P MASS REQ	SVLINK LILH1		06/13/16	15.00	0 06/15/16
	ACTION: _ DISPOSITION:						
05/02/16	DELINQUENT	P MASS REQ	SVLINK LILH1		05/13/16	15.00	0 05/16/16
	ACTION: _ DISPOSITION:						
04/01/16	DELINQUENT	P MASS REQ	SVLINK LILH1		04/13/16	15.00	0 04/14/16
	ACTION: _ DISPOSITION:						
01/08/16	FORECLOSE	P MASS REQ	SVLINK LILH1		01/18/16	15.00	0 01/19/16
	ACTION: _ DISPOSITION:						

-----* ADDITIONAL MESSAGES *-----
 --SPOC-- ACTIVE FORECLOSURE
 LOSS MIT IND = 1 LOSS MIT RETENTION COMPLETED CH 13 BANKRUPTCY
 COMPLETED LOSS MITIGATION

PIR1 [REDACTED] PROPERTY INSPECTION RESULTS 02/01/17 22:36:27
 J DALEN DUE 12/01/10 TYPE CONV-FMI INV-LN [REDACTED]
 109 WOOD VALLEY DR WESTMINSTER SC 29693-5003 GROUP [REDACTED]

HISTORY OF REQUESTS

REQUEST DATE	INSPECTION TYPE	P/ REQUEST M MEDIA	PI CO.	REQUESTOR	COMPLETE DATE	FEE	V/ DATE O ADDED	
12/09/15	FORECLOSE	P MASS REQ	SAFEGD LILH1		12/15/15	15.00	O 12/16/15	
		DISPOSITION:						
11/09/15	FORECLOSE	P MASS REQ	SAFEGD LILH1		11/13/15	15.00	O 11/16/15	
		DISPOSITION:						
10/08/15	FORECLOSE	P MASS REQ	SAFEGD LILH1					
		DISPOSITION:						
09/08/15	FORECLOSE	P MASS REQ	SAFEGD LILH1					
		DISPOSITION:						
08/07/15	FORECLOSE	P MASS REQ	SAFEGD LILH1		08/14/15	15.00	O 08/17/15	
		DISPOSITION:						
07/08/15	FORECLOSE	P MASS REQ	SAFEGD LILH1		07/15/15	15.00	O 07/17/15	
		DISPOSITION:						

***** ADDITIONAL MESSAGES *****

--SPOC-- ACTIVE FORECLOSURE
 LOSS MIT IND = 1 LOSS MIT RETENTION COMPLETED CH 13 BANKRUPTCY
 COMPLETED LOSS MITIGATION

PIR1 [REDACTED] PROPERTY INSPECTION RESULTS 02/01/17 22:36:29

J DALEN DUE 12/01/10 TYPE CONV-FMI

INV-LN [REDACTED]

109 WOOD VALLEY DR WESTMINSTER SC 29693-5003

GROUP

HISTORY OF REQUESTS

REQUEST DATE	INSPECTION TYPE	P/ M	REQUEST MEDIA	PI CO.	REQUESTOR	COMPLETE DATE	V/ FEE	DATE O ADDED
06/08/15	FORECLOSE	P	MASS REQ	SAFEGD	LILH1	06/10/15	15.00 O	06/11/15
			DISPOSITION:					
05/08/15	FORECLOSE	P	MASS REQ	SAFEGD	LILH1	05/16/15	15.00 O	05/18/15
			DISPOSITION:					
04/08/15	DELINQUENT	P	MASS REQ	SAFEGD	LH1	04/14/15	15.00 O	04/15/15
			DISPOSITION:					

***** ADDITIONAL MESSAGES *****

--SPOC--

ACTIVE FORECLOSURE

LOSS MIT IND = 1 LOSS MIT RETENTION

COMPLETED CH 13 BANKRUPTCY

COMPLETED LOSS MITIGATION

SER1 [REDACTED] CUSTOMER SERVICE INV 265/001 02/01/17 22:36:32
 JOHN DALEN [REDACTED] 1 TYPE CONV. FMI MAN X
 000-00-0000 IR 6.75000 BR 00 978-297-9801
 109 WOOD VALLEY DR WESTMINSTER SC 29693-5003 0 000-000-0000
 < GLEN GUERINGER - USER HAS CLOSED THE FILE. CLOSE >: 06/06/16

-----* LOAN INFORMATION *-----
 12/01/10 FMT --- LAST PAID DATE DUE AMOUNT (13 MONTHS)
 1ST P&I 770.22 PAYMENT WU: ---
 *COUNTY 111.52 HAZARD 11/29/16 12/16 600.69- ALLSTATE INS
 *HAZ .01 MIP/FMI 01/12/17 01/17 77.19-
 *MI 77.19 COUNTY 12/06/16 12/16 452.12-
 *TOT FMT 958.94

ANALYZED COUP MO
 06/28/16 11

LC DUE	24.50	----- BALANCES -----	BILL PROD
OTH FEES	.00	PRINCIPAL 114,875.72	01/12/17
TOT DUE	71377.54	ESCROW 14,359.49-	2016 PRN .00
-- PENDING PAYMENT --		SUSPENSE .00	2016 TAX 452.12
07/15	888.91	RES ESC .00	2016 INT .00

---* PF2 FOR ADDL MESSAGES *---

--SPOC-- ACTIVE FORECLOSURE
 COMPLETED CH 13 BANKRUPTCY COMPLETED LOSS MITIGATION
 LOSS MIT IND = 1 LOSS MIT RETENTION

SER1 0000000000 CUSTOMER SERVICE INV 265/001 02/01/17 22:36:37
JOHN DALEN TYPE CONV. PMI MAN X

000-00-0000 IR 6.75000 BR 00 978-297-9801
109 WOOD VALLEY DR WESTMINSTER SC 29693-5003 0 000-000-0000

< GLEN GUERINGER - USER HAS CLOSED THE FILE. CLOSE >: 06/06/16

HIST * LOAN HISTORY * (MORE)

PROC-DT	DUE-DT	TRAN	TRAN-DESCRIPTION	TRAN-EFFECTIVE-DATE
TRAN-AMT	PRINCIPAL	INTEREST	ESCROW	AMOUNT/CD/DESCRIPTION
01-30-17	00-00	630	ATTORNEY ADVANCES	
747.50	0.00	0.00	0.00	747.50 MTGR REC CORP ADV BA
01-19-17	00-00	631	PROPERTY PRESERVATION	
15.00	0.00	0.00	0.00	15.00 MTGR REC CORP ADV BA
01-12-17	12-10	161	ESCROW ADVANCE	
77.19	0.00	0.00	77.19	
01-12-17	01-17	310	MORTGAGE INSURANCE DISBURSEMENT	
77.19-	0.00	0.00	77.19-	PAYEE = 013
			14,359.49-	
12-22-16	00-00	631	PROPERTY PRESERVATION	
15.00	0.00	0.00	0.00	15.00 MTGR REC CORP ADV BA

---* PF2 FOR ADDL MESSAGES *

--SPOC--

ACTIVE FORECLOSURE

COMPLETED CH 13 BANKRUPTCY

COMPLETED LOSS MITIGATION

LOSS MIT IND = 1 LOSS MIT RETENTION

SZ21 [REDACTED] CUSTOMER SERVICE INV 265/001 02/01/17 22:36:37
 JOHN DALEN [REDACTED] 1 TYPE CONV. FMI MAN X
 000-00-0000 IR 6.75000 BR 00 978-297-9801
 109 WOOD VALLEY DR WESTMINSTER SC 29693-5003 0 000-000-0000
 < GLEN GUERINGER - USER HAS CLOSED THE FILE. CLOSE >: 06/06/16
 -----* LOAN HISTORY *----- (MORE)
 -----HIST-----

PROC-DT	DUE-DT	TRAN	TRAN-DESCRIPTION	TRAN-EFFECTIVE-DATE
TRAN-AMT	PRINCIPAL	INTEREST	ESCROW	AMOUNT/CD/DESCRIPTION
12-15-16	12-10	161	ESCROW ADVANCE	
77.19	0.00	0.00	77.19	
12-15-16	12-16	310	MORTGAGE INSURANCE DISBURSEMENT	
77.19-	0.00	0.00	77.19-	PAYEE = 013
			14,282.30-	
12-07-16	00-00	630	ATTORNEY ADVANCES	
550.00	0.00	0.00	0.00	550.00 MIGR REC CORP ADV BA
12-06-16	12-10	161	ESCROW ADVANCE	
452.12	0.00	0.00	452.12	
12-06-16	12-16	312	COUNTY TAX	
452.12-	0.00	0.00	452.12-	PAYEE = 39073
			14,205.11-	

 -----* PF2 FOR ADDL MESSAGES *-----
 --SPOC-- ACTIVE FORECLOSURE
 COMPLETED CH 13 BANKRUPTCY COMPLETED LOSS MITIGATION
 LOSS MIT IND = 1 LOSS MIT RETENTION

SER1 [REDACTED] CUSTOMER SERVICE INV 265/001 02/01/17 22:36:37
JOHN DALEN [REDACTED] 1 TYPE CONV. FMI MAN X

000-00-0000 IR 6.75000 BR 00 978-297-9801
109 WOOD VALLEY DR WESTMINSTER SC 29693-5003 0 000-000-0000

< GLEN GUERINGER - USER HAS CLOSED THE FILE. CLOSE >: 06/06/16

-----HIST----- * LOAN HISTORY * (MORE)

PROC-DT	DUE-DT	TRAN	TRAN-DESCRIPTION	TRAN-EFFECTIVE-DATE
TRAN-AMT	PRINCIPAL	INTEREST	ESCROW	AMOUNT/CD/DESCRIPTION

11-29-16	12-10	161	ESCROW ADVANCE	
600.69	0.00	0.00	600.69	

11-29-16	12-16	351	HOMEOWNERS INSURANCE PREMIUM	
600.69-	0.00	0.00	600.69-	PAYEE = ALL00

13,752.99-

11-22-16	00-00	631	PROPERTY PRESERVATION	
15.00	0.00	0.00	0.00	15.00 MTGR REC CORP ADV BA

11-11-16	12-10	161	ESCROW ADVANCE	
77.19	0.00	0.00	77.19	

11-11-16	11-16	310	MORTGAGE INSURANCE DISBURSEMENT	
77.19-	0.00	0.00	77.19-	PAYEE = 013

13,152.30-

--- * PF2 FOR ADDL MESSAGES * ---

--SPOC-- ACTIVE FORECLOSURE
COMPLETED CH 13 BANKRUPTCY COMPLETED LOSS MITIGATION
LOSS MIT IND = 1 LOSS MIT RETENTION

SER1 [REDACTED] CUSTOMER SERVICE INV 265/001 02/01/17 22:36:37
JOHN DALEN [REDACTED] 1 TYPE CONV. FMI MAN X

000-00-0000 IR 6.75000 BR 00 978-297-9801
109 WOOD VALLEY DR WESTMINSTER SC 29693-5003 0 000-000-0000

< GLEN GUERINGER - USER HAS CLOSED THE FILE. CLOSE >: 06/06/16

-----HIST-----* LOAN HISTORY *----- (MORE)

PROC-DT	DUE-DT	TRAN	TRAN-DESCRIPTION	TRAN-EFFECTIVE-DATE
TRAN-AMT	PRINCIPAL	INTEREST	ESCROW	AMOUNT/CD/DESCRIPTION
11-01-16	00-00	630	ATTORNEY ADVANCES	
1,927.50	0.00	0.00	0.00	1,927.50 MIGR REC CORP ADV BA
11-01-16	00-00	630	ATTORNEY ADVANCES	
53.20	0.00	0.00	0.00	53.20 MIGR REC CORP ADV BA
10-26-16	00-00	631	PROPERTY PRESERVATION	
15.00	0.00	0.00	0.00	15.00 MIGR REC CORP ADV BA
10-13-16	12-10	161	ESCROW ADVANCE	
77.19	0.00	0.00	77.19	
10-13-16	10-16	310	MORTGAGE INSURANCE DISBURSEMENT	
77.19-	0.00	0.00	77.19-	PAYEE = 013
			13,075.11-	

----* PF2 FOR ADDL MESSAGES *

--SPOC--

ACTIVE FORECLOSURE

COMPLETED CH 13 BANKRUPTCY

COMPLETED LOSS MITIGATION

LOSS MIT IND = 1 LOSS MIT RETENTION

SERIAL [REDACTED] CUSTOMER SERVICE INV 265/001 02/01/17 22:36:37
JOHN DALEN [REDACTED] TYPE CONV. FMI MAN X

000-00-0000 IR 6.75000 BR 00 978-297-9801
109 WOOD VALLEY DR WESTMINSTER SC 29693-5003 0 000-000-0000
< GLEN GUERINGER - USER HAS CLOSED THE FILE. CLOSE >: 06/06/16

-----HIST-----* LOAN HISTORY *----- (MORE)

PROC-DT	DUE-DT	TRAN	TRAN-DESCRIPTION	TRAN-EFFECTIVE-DATE
TRAN-AMT	PRINCIPAL	INTEREST	ESCROW	AMOUNT/CD/DESCRIPTION
10-07-16	00-00	630	ATTORNEY ADVANCES	
690.00	0.00	0.00	0.00	690.00 MIGR REC CORP ADV BA
09-26-16	00-00	631	PROPERTY PRESERVATION	
15.00	0.00	0.00	0.00	15.00 MIGR REC CORP ADV BA
09-14-16	12-10	161	ESCROW ADVANCE	
77.19	0.00	0.00	77.19	
09-14-16	09-16	310	MORTGAGE INSURANCE DISBURSEMENT	
77.19-	0.00	0.00	77.19-	PAYEE = 013
			12,997.92-	
08-30-16	00-00	630	ATTORNEY ADVANCES	
260.00	0.00	0.00	0.00	260.00 MIGR REC CORP ADV BA

---* PF2 FOR ADDL MESSAGES *

--SPOC-- ACTIVE FORECLOSURE
COMPLETED CH 13 BANKRUPTCY COMPLETED LOSS MITIGATION
LOSS MIT IND = 1 LOSS MIT RETENTION

S221 [REDACTED] CUSTOMER SERVICE INV 265/001 02/01/17 22:36:37
JOHN DALEN [REDACTED] TYPE CONV. PMI MAN X

000-00-0000 IR 6.75000 BR 00 978-297-9801
109 WOOD VALLEY DR WESTMINSTER SC 29693-5003 0 000-000-0000

< GLEN GUERINGER - USER HAS CLOSED THE FILE. CLOSE >: 06/06/16

-----HIST----- * LOAN HISTORY *----- (MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

08-24-16 00-00 631 PROPERTY PRESERVATION

15.00 0.00 0.00 0.00 15.00 MTGR REC CORP ADV BA

08-11-16 12-10 161 ESCROW ADVANCE

77.19 0.00 0.00 77.19

08-11-16 08-16 310 MORTGAGE INSURANCE DISBURSEMENT

77.19- 0.00 0.00 77.19- PAYEE = 013

12,920.73-

08-03-16 00-00 630 ATTORNEY ADVANCES

467.50 0.00 0.00 0.00 467.50 MTGR REC CORP ADV BA

07-27-16 00-00 631 PROPERTY PRESERVATION

15.00 0.00 0.00 0.00 15.00 MTGR REC CORP ADV BA

--- * PF2 FOR ADDL MESSAGES * ---

--SPOC--

ACTIVE FORECLOSURE

COMPLETED CH 13 BANKRUPTCY

COMPLETED LOSS MITIGATION

LOSS MIT IND = 1 LOSS MIT RETENTION

SER1 (REDACTED) CUSTOMER SERVICE INV 265/001 02/01/17 22:36:37
JOHN DALEN (REDACTED) TYPE CONV. FMI MAN X

000-00-0000 IR 6.75000 BR 00 978-297-9801
109 WOOD VALLEY DR WESTMINSTER SC 29693-5003 0 000-000-0000

< GLEN GUERINGER - USER HAS CLOSED THE FILE. CLOSE >: 06/06/16

-----HIST-----* LOAN HISTORY *----- (MORE)

PROC-DT	DUE-DT	TRAN	TRAN-DESCRIPTION	TRAN-EFFECTIVE-DATE
TRAN-AMT	PRINCIPAL	INTEREST	ESCROW	AMOUNT/CD/DESCRIPTION
07-14-16	12-10	161	ESCROW ADVANCE	
77.19	0.00	0.00	77.19	
07-14-16	07-16	310	MORTGAGE INSURANCE DISBURSEMENT	
77.19-	0.00	0.00	77.19-	PAYEE = 013
			12,843.54-	
07-08-16	00-00	630	ATTORNEY ADVANCES	
2,320.00	0.00	0.00	0.00	2,320.00 MIGR REC CORP ADV BA
06-21-16	00-00	631	PROPERTY PRESERVATION	
15.00	0.00	0.00	0.00	15.00 MIGR REC CORP ADV BA
06-15-16	12-10	161	ESCROW ADVANCE	
77.19	0.00	0.00	77.19	

----* PF2 FOR ADDL MESSAGES *-----

--SPOC--

COMPLETED CH 13 BANKRUPTCY

LOSS-MIT IND = 1 LOSS MIT RETENTION

ACTIVE FORECLOSURE

COMPLETED LOSS MITIGATION

SER1 [REDACTED] CUSTOMER SERVICE INV 265/001 02/01/17 22:36:37
JOHN DALEN [REDACTED] 1 TYPE CONV. FMI MAN X

000-00-0000 IR 6.75000 BR 00 978-297-9801
109 WOOD VALLEY DR WESTMINSTER SC 29693-5003 0 000-000-0000

< GLEN GUERINGER - USER HAS CLOSED THE FILE. CLOSE >: 06/06/16

-----HIST-----* LOAN HISTORY *----- (MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

06-15-16 06-16 310 MORTGAGE INSURANCE DISBURSEMENT

77.19- 0.00 0.00 77.19- PAYEE = 013

12,766.35-

06-03-16 00-00 630 ATTORNEY ADVANCES

800.00 0.00 0.00 0.00 800.00 MTGR REC CORP ADV BA

05-25-16 00-00 633 MISC FORECLOSURE AND BANKRUPTCY EXPENSES

25.00 0.00 0.00 0.00 25.00 3RD REC CORP ADV

05-25-16 00-00 631 PROPERTY PRESERVATION

15.00 0.00 0.00 0.00 15.00 MTGR REC CORP ADV BA

05-16-16 12-10 161 ESCROW ADVANCE

77.19 0.00 0.00 77.19

-----* PF2 FOR ADDL MESSAGES *-----

--SPOC--

ACTIVE FORECLOSURE

COMPLETED CH 13 BANKRUPTCY

COMPLETED LOSS MITIGATION

LOSS MIT IND = 1 LOSS MIT RETENTION

SER1 [REDACTED] CUSTOMER SERVICE INV 265/001 02/01/17 22:36:37
JOHN DALEN [REDACTED] 1 TYPE CONV. PMI MAN X
000-00-0000 IR 6.75000 BR 00 978-297-9801

109 WOOD VALLEY DR WESTMINSTER SC 29693-5003 0 000-000-0000
< GLEN GUERINGER - USER HAS CLOSED THE FILE. CLOSE >: 06/06/16

-----HIST-----* LOAN HISTORY *----- (MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE
TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

05-16-16 05-16 310 MORTGAGE INSURANCE DISBURSEMENT
77.19- 0.00 0.00 77.19- PAYEE = 013
12,689.16-

05-04-16 00-00 630 ATTORNEY ADVANCES
1,962.50 0.00 0.00 0.00 1,962.50 MIGR REC CORP ADV BA

04-27-16 00-00 631 PROPERTY PRESERVATION
15.00 0.00 0.00 0.00 15.00 MIGR REC CORP ADV BA

04-19-16 12-10 161 ESCROW ADVANCE
77.19 0.00 0.00 77.19

04-19-16 04-16 310 MORTGAGE INSURANCE DISBURSEMENT
77.19- 0.00 0.00 77.19- PAYEE = 013
12,611.97-

----* PF2 FOR ADDL MESSAGES *-----

--SPOC-- ACTIVE FORECLOSURE
COMPLETED CH 13 BANKRUPTCY COMPLETED LOSS MITIGATION
LOSS MIT IND = 1 LOSS MIT RETENTION

SER1 [REDACTED] CUSTOMER SERVICE INV 265/001 02/01/17 22:36:37
JOHN DALEN [REDACTED] TYPE CONV. PMI MAN X

000-00-0000 IR 6.75000 BR 00 978-297-9801
109 WOOD VALLEY DR WESTMINSTER SC 29693-5003 0 000-000-0000

< GLEN GUERRINGER - USER HAS CLOSED THE FILE. CLOSE >: 06/06/16

-----HIST-----* LOAN HISTORY *----- (MORE)

PROC-DT	DUE-DT	TRAN	TRAN-DESCRIPTION	TRAN-EFFECTIVE-DATE
TRAN-AMT	PRINCIPAL	INTEREST	ESCROW	AMOUNT/CD/DESCRIPTION
04-11-16	00-00	630	ATTORNEY ADVANCES	
787.50	0.00	0.00	0.00	787.50 MTR REC CORP ADV BA
03-17-16	12-10	161	ESCROW ADVANCE	
77.19	0.00	0.00	77.19	
03-17-16	03-16	310	MORTGAGE INSURANCE DISBURSEMENT	
77.19-	0.00	0.00	77.19-	PAYEE = 013
			12,534.78-	
03-07-16	00-00	630	ATTORNEY ADVANCES	
170.00	0.00	0.00	0.00	170.00 MTR REC CORP ADV BA
02-12-16	12-10	161	ESCROW ADVANCE	
77.19	0.00	0.00	77.19	

-----* PF2 FOR ADDL MESSAGES *

--SPOC--

COMPLETED CH 13 BANKRUPTCY

LOSS MIT IND = 1 LOSS MIT RETENTION

ACTIVE FORECLOSURE

COMPLETED LOSS MITIGATION

SER1 [REDACTED] CUSTOMER SERVICE INV 265/001 02/01/17 22:36:37
JOHN DALEN [REDACTED] TYPE CONV. PMI MAN X

000-00-0000 IR 6.75000 BR 00 978-297-9801
109 WOOD VALLEY DR WESTMINSTER SC 29693-5003 0 000-000-0000

< GLEN GUERINGER - USER HAS CLOSED THE FILE. CLOSE >: 06/06/16

-HIST-----* LOAN HISTORY *----- (MORE)

PROC-DT	DUE-DT	TRAN	TRAN-DESCRIPTION	TRAN-EFFECTIVE-DATE
TRAN-AMT	PRINCIPAL	INTEREST	ESCROW	AMOUNT/CD/DESCRIPTION
02-12-16	02-16	310	MORTGAGE INSURANCE DISBURSEMENT	
77.19-	0.00	0.00	77.19-	PAYEE = 013
			12,457.59-	
02-05-16	00-00	630	ATTORNEY ADVANCES	
300.00	0.00	0.00	0.00	300.00 MTGR REC CORP ADV BA
02-03-16	00-00	630	ATTORNEY ADVANCES	
25.00	0.00	0.00	0.00	25.00 MTGR REC CORP ADV BA
02-03-16	00-00	630	ATTORNEY ADVANCES	
1,430.00	0.00	0.00	0.00	1,430.00 MTGR REC CORP ADV BA
01-27-16	00-00	631	PROPERTY PRESERVATION	
15.00	0.00	0.00	0.00	15.00 MTGR REC CORP ADV BA

---* PF2 FOR ADDL MESSAGES *---

--SPOC-- ACTIVE FORECLOSURE
COMPLETED CH 13 BANKRUPTCY COMPLETED LOSS MITIGATION
LOSS MIT IND = 1 LOSS MIT RETENTION

SZ21 [REDACTED] CUSTOMER SERVICE INV 265/001 02/01/17 22:36:37
JOHN DALEN [REDACTED] TYPE CONV. FMI MAN X

000-00-0000 IR 6.75000 BR 00 978-297-9801
109 WOOD VALLEY DR WESTMINSTER SC 29693-5003 0 000-000-0000

< GLEN GUERINGER - USER HAS CLOSED THE FILE. CLOSE >: 06/06/16

-----HIST-----* LOAN HISTORY *----- (MORE)

PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE

TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION

01-14-16 12-10 161 ESCROW ADVANCE

77.19 0.00 0.00 77.19

01-14-16 01-16 310 MORTGAGE INSURANCE DISBURSEMENT

77.19- 0.00 0.00 77.19- PAYEE = 013

12,380.40-

12-23-15 00-00 631 PROPERTY PRESERVATION

15.00 0.00 0.00 0.00 15.00 MTGR REC CORP ADV BA

12-14-15 12-10 161 ESCROW ADVANCE

77.19 0.00 0.00 77.19

12-14-15 12-15 310 MORTGAGE INSURANCE DISBURSEMENT

77.19- 0.00 0.00 77.19- PAYEE = 013

12,303.21-

-----* PF2 FOR ADDL MESSAGES *-----

--SPOC--

ACTIVE FORECLOSURE

COMPLETED CH 13 BANKRUPTCY

COMPLETED LOSS MITIGATION

LOSS MIT IND = 1 LOSS MIT RETENTION

SER1 [REDACTED] CUSTOMER SERVICE INV 265/001 02/01/17 22:36:37
 JOHN DALEN [REDACTED] TYPE CONV. PMI MAN X
 000-00-0000 IR 6.75000 BR 00 978-297-9801
 109 WOOD VALLEY DR WESTMINSTER SC 29693-5003 0 000-000-0000

< GLEN GUERINGER - USER HAS CLOSED THE FILE. CLOSE >: 06/06/16

-----HIST----- * LOAN HISTORY * (MORE)
 PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE
 TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION
 11-30-15 12-10 161 ESCROW ADVANCE
 1,049.32 0.00 0.00 1,049.32
 11-30-15 12-15 351 HOMEOWNERS INSURANCE PREMIUM
 1,049.32- 0.00 0.00 1,049.32- PAYEE = ALL00
 12,226.02-
 11-24-15 00-00 631 PROPERTY PRESERVATION
 15.00 0.00 0.00 0.00 15.00 MTGR REC CORP ADV BA
 11-19-15 12-10 161 ESCROW ADVANCE
 452.12 0.00 0.00 452.12
 11-19-15 12-15 312 COUNTY TAX
 452.12- 0.00 0.00 452.12- PAYEE = 39073
 11,176.70-

---* PF2 FOR ADDL MESSAGES *

--SPOC-- ACTIVE FORECLOSURE
 COMPLETED CH 13 BANKRUPTCY COMPLETED LOSS MITIGATION
 LOSS MIT IND = 1 LOSS MIT RETENTION

SER1 [REDACTED] CUSTOMER SERVICE INV 265/001 02/01/17 22:36:37
JOHN DALEN [REDACTED] TYPE CONV. PMI MAN X

000-00-0000 IR 6.75000 BR 00 978-297-9801
109 WOOD VALLEY DR WESTMINSTER SC 29693-5003 0 000-000-0000

< GLEN GUERINGER - USER HAS CLOSED THE FILE. CLOSE >: 06/06/16

-----HIST-----* LOAN HISTORY *----- (MORE)

PROC-DI	DUE-DI	TRAN	TRAN-DESCRIPTION	TRAN-EFFECTIVE-DATE
TRAN-AMT	PRINCIPAL	INTEREST	ESCROW	AMOUNT/CD/DESCRIPTION
11-16-15	12-10	152	LATE CHARGE ASSESSMENT	
0.00	0.00	0.00	0.00	12.25-1 LATE CHARGE
11-13-15	12-10	161	ESCROW ADVANCE	
77.19	0.00	0.00	77.19	
11-13-15	11-15	310	MORTGAGE INSURANCE DISBURSEMENT	
77.19-	0.00	0.00	77.19-	PAYEE = 013
			10,724.58-	
10-29-15	00-00	630	ATTORNEY ADVANCES	
1,827.50	0.00	0.00	0.00	1,827.50 MIGR REC CORP ADV BA
10-15-15	12-10	161	ESCROW ADVANCE	
77.19	0.00	0.00	77.19	

----* PF2 FOR ADDL MESSAGES *-----

--SPOC--

ACTIVE FORECLOSURE

COMPLETED CR 13 BANKRUPTCY

COMPLETED LOSS MITIGATION

LOSS MIT IND = 1 LOSS MIT RETENTION

SER1: [REDACTED] CUSTOMER SERVICE INV 265/001 02/01/17 22:36:37
JOHN DALEN [REDACTED] TYPE CONV. PMI MAN X

000-00-0000 IR 6.75000 BR 00 978-297-9801
109 WOOD VALLEY DR WESTMINSTER SC 29693-5003 0 000-000-0000
< GLEN GUERINGER - USER HAS CLOSED THE FILE. CLOSE >: 06/06/16

-----HIST-----* LOAN HISTORY *----- (MORE)

PROC-DT	DUE-DT	TRAN	TRAN-DESCRIPTION	TRAN-EFFECTIVE-DATE
TRAN-AMT	PRINCIPAL	INTEREST	ESCROW	AMOUNT/CD/DESCRIPTION
10-15-15	10-15	310	MORTGAGE INSURANCE DISBURSEMENT	
77.19-	0.00	0.00	77.19-	PAYEE = 013

10,647.39-

09-22-15	00-00	630	ATTORNEY ADVANCES	
727.50	0.00	0.00	0.00	727.50 MTGR REC CORP ADV BA

09-16-15	12-10	161	ESCROW ADVANCE	
77.19	0.00	0.00	77.19	

09-16-15	09-15	310	MORTGAGE INSURANCE DISBURSEMENT	
77.19-	0.00	0.00	77.19-	PAYEE = 013

10,570.20-

09-15-15	00-00	630	ATTORNEY ADVANCES	
142.50	0.00	0.00	0.00	142.50 MTGR REC CORP ADV BA

----* PF2 FOR ADDL MESSAGES *-----

--SPOC-- ACTIVE FORECLOSURE
COMPLETED CH 13 BANKRUPTCY COMPLETED LOSS MITIGATION
LOSS MIT IND = 1 LOSS MIT RETENTION

STRT1 [REDACTED] CUSTOMER SERVICE INV 265/001 02/01/17 22:36:37
JOHN DALEN [REDACTED] TYPE CONV. FMI MAN X

000-00-0000 IR 6.75000 BR 00 978-297-9801
109 WOOD VALLEY DR WESTMINSTER SC 29693-5003 0 000-000-0000

< GLEN GUERINGER - USER HAS CLOSED THE FILE. CLOSE >: 06/06/16

-----* LOAN HISTORY *----- (MORE)

PROC-DT	DUE-DT	TRAN	TRAN-DESCRIPTION	TRAN-EFFECTIVE-DATE
TRAN-AMT	PRINCIPAL	INTEREST	ESCROW	AMOUNT/CD/DESCRIPTION
08-27-15	00-00	631	PROPERTY PRESERVATION	
15.00	0.00	0.00	0.00	15.00 MTGR REC CORP ADV BA
08-26-15	12-10	161	ESCROW ADVANCE	
77.19	0.00	0.00	77.19	
08-26-15	08-15	310	MORTGAGE INSURANCE DISBURSEMENT	
77.19-	0.00	0.00	77.19-	PAYEE = 013
			10,493.01-	
08-17-15	00-00	630	ATTORNEY ADVANCES	
25.00	0.00	0.00	0.00	25.00 MTGR REC CORP ADV BA
08-17-15	00-00	630	ATTORNEY ADVANCES	
657.50	0.00	0.00	0.00	657.50 MTGR REC CORP ADV BA

----* PF2 FOR ADDL MESSAGES *-----

--SPOC--

ACTIVE FORECLOSURE

COMPLETED CH 13 BANKRUPTCY

COMPLETED LOSS MITIGATION

LOSS MIT IND = 1 LOSS MIT RETENTION

SER1 [REDACTED] CUSTOMER SERVICE INV 265/001 02/01/17 22:36:37
JOHN DALEN [REDACTED] 1 TYPE CONV. PMI MAN X

000-00-0000 IR 6.75000 BR 00 978-297-9801
109 WOOD VALLEY DR WESTMINSTER SC 29693-5003 0 000-000-0000

< GLEN GUERINGER - USER HAS CLOSED THE FILE. CLOSE >: 06/06/16

-----HIST-----* LOAN HISTORY *----- (MORE)

PROC-DT	DUE-DT	TRAN	TRAN-DESCRIPTION	TRAN-EFFECTIVE-DATE
TRAN-AMT	PRINCIPAL	INTEREST	ESCROW	AMOUNT/CD/DESCRIPTION
08-05-15	00-00	633	MISC FORECLOSURE AND BANKRUPTCY EXPENSES	
5.00	0.00	0.00	0.00	5.00 3RD REC CORP ADV
07-30-15	00-00	631	PROPERTY PRESERVATION	
15.00	0.00	0.00	0.00	15.00 MTR REC CORP ADV BA
07-28-15	12-10	161	ESCROW ADVANCE	
77.19	0.00	0.00	77.19	
07-28-15	07-15	310	MORTGAGE INSURANCE DISBURSEMENT	
77.19-	0.00	0.00	77.19-	PAYEE = 013
			10,415.82-	
07-24-15	00-00	630	ATTORNEY ADVANCES	
40.00	0.00	0.00	0.00	40.00 MTR REC CORP ADV BA

----* PF2 FOR ADDL MESSAGES *

--SPOC--

COMPLETED CH 13 BANKRUPTCY

LOSS MIT IND = 1 LOSS MIT RETENTION

ACTIVE FORECLOSURE

COMPLETED LOSS MITIGATION

SE21 [REDACTED] CUSTOMER SERVICE INV 265/001 02/01/17 22:36:37
 JOHN DALEN [REDACTED] 1 TYPE CONV. EMI MAN X
 000-00-0000 IR 6.75000 BR 00 978-297-9801
 109 WOOD VALLEY DR WESTMINSTER SC 29693-5003 0 000-000-0000
 < GLEN GUERINGER - USER HAS CLOSED THE FILE. CLOSE >: 06/06/16
 -----HIST----- * LOAN HISTORY * (MORE)
 PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE
 TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION
 06-24-15 12-10 161 ESCROW ADVANCE
 77.19 0.00 0.00 77.19
 06-24-15 06-15 310 MORTGAGE INSURANCE DISBURSEMENT
 77.19- 0.00 0.00 77.19- PAYEE = 013
 10,338.63-
 06-24-15 00-00 631 PROPERTY PRESERVATION
 15.00 0.00 0.00 0.00 15.00 MTR REC CORP ADV BA
 05-29-15 12-10 161 ESCROW ADVANCE
 77.19 0.00 0.00 77.19
 05-29-15 05-15 310 MORTGAGE INSURANCE DISBURSEMENT
 77.19- 0.00 0.00 77.19- PAYEE = 013
 10,261.44-
 ----- * PF2 FOR ADDL MESSAGES * -----
 --SPOC-- ACTIVE FORECLOSURE
 COMPLETED CH 13 BANKRUPTCY COMPLETED LOSS MITIGATION
 LOSS MIT IND = 1 LOSS MIT RETENTION

SER1 [REDACTED] CUSTOMER SERVICE INV 265/001 02/01/17 22:36:37
JOHN DALEN [REDACTED] TYPE CONV. FMI MAN X

000-00-0000 IR 6.75000 BR 00 978-297-9801
109 WOOD VALLEY DR WESTMINSTER SC 29693-5003 0 000-000-0000

< GLEN GUERINGER - USER HAS CLOSED THE FILE. CLOSE >: 06/06/16

-----HIST-----* LOAN HISTORY *----- (MORE)

PROC-DT	DUE-DT	TRAN	TRAN-DESCRIPTION	TRAN-EFFECTIVE-DATE
TRAN-AMT	PRINCIPAL	INTEREST	ESCROW	AMOUNT/CD/DESCRIPTION
05-27-15	00-00	631	PROPERTY PRESERVATION	
15.00	0.00	0.00	0.00	15.00 MTGR REC CORP ADV BA
04-28-15	12-10	161	ESCROW ADVANCE	
154.38	0.00	0.00	154.38	
04-28-15	04-15	310	MORTGAGE INSURANCE DISBURSEMENT	
154.38-	0.00	0.00	154.38-	PAYEE = 013
			10,184.25-	
04-23-15	00-00	631	PROPERTY PRESERVATION	
15.00	0.00	0.00	0.00	15.00 MTGR REC CORP ADV BA
04-15-15	12-10	132	LATE CHARGE ADJUSTMENT	
0.00	0.00	0.00	0.00	12.25-1 LATE CHARGE

-----* PF2 FOR ADDL MESSAGES *

--SPOC--

COMPLETED CH 13 BANKRUPTCY

LOSS MIT IND = 1 LOSS MIT RETENTION

ACTIVE FORECLOSURE

COMPLETED LOSS MITIGATION

SER1 [REDACTED] CUSTOMER SERVICE INV 265/001 02/01/17 22:36:37
 JOHN DALEN [REDACTED] 1 TYPE CONV. PMI MAN X
 000-00-0000 IR 6.75000 BR 00 978-297-9801
 109 WOOD VALLEY DR WESTMINSTER SC 29693-5003 0 000-000-0000
 < GLEN GUERINGER - USER HAS CLOSED THE FILE. CLOSE >: 06/06/16
 -----HIST-----* LOAN HISTORY *----- (MORE)
 PROC-DI DUE-DI TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE
 TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION
 04-10-15 12-10 161 ESCROW ADVANCE
 10,029.87 0.00 0.00 10,029.87
 04-10-15 12-10 170 DISTRIBUTED PAYMENTS
 29.88- 0.00 0.00 29.88-
 10,029.87-
 04-10-15 12-10 170 DISTRIBUTED PAYMENTS
 9,999.99- 0.00 0.00 9,999.99-
 9,999.99-
 04-09-15 00-00 745 CORPORATE ADVANCE ADJUSTMENT
 15.00 0.00 0.00 0.00 15.00 3RD REC CORP ADV
 04-09-15 00-00 745 CORPORATE ADVANCE ADJUSTMENT
 15.00 0.00 0.00 0.00 15.00 3RD REC CORP ADV
 ----* PF2 FOR ADDL MESSAGES *-----
 ==SPOC== ACTIVE FORECLOSURE
 COMPLETED CH 13 BANKRUPTCY COMPLETED LOSS MITIGATION
 LOSS MIT IND = 1 LOSS MIT RETENTION

SER1 [REDACTED] CUSTOMER SERVICE INV 265/001 02/01/17 22:36:37
 JOHN DALEN [REDACTED] 1 TYPE CONV. FMI MAN X
 000-00-0000 IR 6.75000 BR 00 978-297-9801
 109 WOOD VALLEY DR WESTMINSTER SC 29693-5003 0 000-000-0000
 < GLEN GUERINGER - USER HAS CLOSED THE FILE. CLOSE >: 06/06/16

-----HIST-----* LOAN HISTORY *----- (MORE)

PROC-DT	DUE-DT	TRAN	TRAN-DESCRIPTION	TRAN-EFFECTIVE-DATE
TRAN-AMT	PRINCIPAL	INTEREST	ESCROW	AMOUNT/CD/DESCRIPTION
04-09-15	00-00	745	CORPORATE ADVANCE ADJUSTMENT	
15.00	0.00	0.00	0.00	15.00 3RD REC CORP ADV
04-09-15	00-00	745	CORPORATE ADVANCE ADJUSTMENT	
15.00	0.00	0.00	0.00	15.00 3RD REC CORP ADV
04-09-15	00-00	745	CORPORATE ADVANCE ADJUSTMENT	
15.00	0.00	0.00	0.00	15.00 3RD REC CORP ADV
04-09-15	00-00	745	CORPORATE ADVANCE ADJUSTMENT	
14.00	0.00	0.00	0.00	14.00 3RD REC CORP ADV
04-09-15	00-00	745	CORPORATE ADVANCE ADJUSTMENT	
14.00	0.00	0.00	0.00	14.00 3RD REC CORP ADV
04-09-15	00-00	745	CORPORATE ADVANCE ADJUSTMENT	
7.00	0.00	0.00	0.00	7.00 3RD REC CORP ADV

---* PF2 FOR ADDL MESSAGES *

--SPOC-- ACTIVE FORECLOSURE
 COMPLETED CH 13 BANKRUPTCY COMPLETED LOSS MITIGATION
 LOSS MIT IND = 1 LOSS MIT RETENTION

SER1 [REDACTED] CUSTOMER SERVICE INV 265/001 02/01/17 22:36:37
 JOHN DALEN [REDACTED] 1 TYPE CONV. FMI MAN X
 000-00-0000 IR 6.75000 BR 00 978-297-9801
 109 WOOD VALLEY DR WESTMINSTER SC 29693-5003 0 000-000-0000
 < GLEN GUERINGER - USER HAS CLOSED THE FILE. CLOSE >: 06/06/16
 -----HIST-----* LOAN HISTORY *----- (MORE)
 PROC-DT DUE-DT TRAN TRAN-DESCRIPTION TRAN-EFFECTIVE-DATE
 TRAN-AMT PRINCIPAL INTEREST ESCROW AMOUNT/CD/DESCRIPTION
 04-09-15 00-00 745 CORPORATE ADVANCE ADJUSTMENT
 14.00 0.00 0.00 0.00 14.00 3RD REC CORP ADV
 04-09-15 00-00 745 CORPORATE ADVANCE ADJUSTMENT
 15.00 0.00 0.00 0.00 15.00 3RD REC CORP ADV
 04-09-15 00-00 745 CORPORATE ADVANCE ADJUSTMENT
 225.00 0.00 0.00 0.00 225.00 3RD REC CORP ADV
 04-09-15 00-00 745 CORPORATE ADVANCE ADJUSTMENT
 20.00 0.00 0.00 0.00 20.00 3RD REC CORP ADV
 04-09-15 00-00 745 CORPORATE ADVANCE ADJUSTMENT
 225.00 0.00 0.00 0.00 225.00 MTGR REC CORP ADV BA
 04-09-15 00-00 745 CORPORATE ADVANCE ADJUSTMENT
 405.00 0.00 0.00 0.00 405.00 MTGR REC CORP ADV BA
 ----* PF2 FOR ADDL MESSAGES *-----
 --SPOC-- ACTIVE FORECLOSURE
 COMPLETED CH 13 BANKRUPTCY COMPLETED LOSS MITIGATION
 LOSS MIT IND = 1 LOSS MIT RETENTION

SER1 [REDACTED] CUSTOMER SERVICE INV 265/001 02/01/17 22:36:37
JOHN DALEN [REDACTED] 1 TYPE CONV. PMI MAN X

000-00-0000 IR 6.75000 BR 00 978-297-9801
109 WOOD VALLEY DR WESTMINSTER SC 29693-5003 0 000-000-0000

< GLEN GUERINGER - USER HAS CLOSED THE FILE. CLOSE >: 06/06/16

-----HIST----- * LOAN HISTORY *----- (MORE)

PROC-DT	DUE-DT	TRAN	TRAN-DESCRIPTION	TRAN-EFFECTIVE-DATE
TRAN-AMT	PRINCIPAL	INTEREST	ESCROW	AMOUNT/CD/DESCRIPTION
04-09-15	00-00	745	CORPORATE ADVANCE ADJUSTMENT	
5.25	0.00	0.00	0.00	5.25 MTGR REC CORP ADV BA
04-09-15	00-00	745	CORPORATE ADVANCE ADJUSTMENT	
795.00	0.00	0.00	0.00	795.00 MTGR REC CORP ADV BA
04-09-15	00-00	745	CORPORATE ADVANCE ADJUSTMENT	
426.25	0.00	0.00	0.00	426.25 MTGR REC CORP ADV BA
04-09-15	00-00	745	CORPORATE ADVANCE ADJUSTMENT	
1,183.75	0.00	0.00	0.00	1,183.75 MTGR REC CORP ADV BA
04-09-15	00-00	745	CORPORATE ADVANCE ADJUSTMENT	
247.50	0.00	0.00	0.00	247.50 MTGR REC CORP ADV BA
04-09-15	00-00	745	CORPORATE ADVANCE ADJUSTMENT	
897.50	0.00	0.00	0.00	897.50 MTGR REC CORP ADV BA

--- * PF2 FOR ADDL MESSAGES *---

--SPOC--

ACTIVE FORECLOSURE

COMPLETED CH 13 BANKRUPTCY

COMPLETED LOSS MITIGATION

LOSS MIT IND = 1 LOSS MIT RETENTION

SER1 [REDACTED] CUSTOMER SERVICE INV 265/001 02/01/17 22:36:37
 JOHN DALEN [REDACTED] 1 TYPE CONV. PMI MAN X
 000-00-0000 IR 6.75000 BR 00 978-297-9801
 109 WOOD VALLEY DR WESTMINSTER SC 29693-5003 0 000-000-0000
 < GLEN GUERINGER - USER HAS CLOSED THE FILE. CLOSE >: 06/06/16
 -----HIST-----* LOAN HISTORY *----- (MORE)

PROC-DI	DUE-DI	TRAN	TRAN-DESCRIPTION	TRAN-EFFECTIVE-DATE
TRAN-AMT	PRINCIPAL	INTEREST	ESCROW	AMOUNT/CD/DESCRIPTION
04-09-15	00-00	745	CORPORATE ADVANCE ADJUSTMENT	
15.00	0.00	0.00	0.00	15.00 MTGR REC CORP ADV BA
04-09-15	00-00	745	CORPORATE ADVANCE ADJUSTMENT	
15.00	0.00	0.00	0.00	15.00 MTGR REC CORP ADV BA
04-09-15	00-00	745	CORPORATE ADVANCE ADJUSTMENT	
15.00	0.00	0.00	0.00	15.00 MTGR REC CORP ADV BA
04-09-15	00-00	745	CORPORATE ADVANCE ADJUSTMENT	
15.00	0.00	0.00	0.00	15.00 MTGR REC CORP ADV BA
04-09-15	00-00	745	CORPORATE ADVANCE ADJUSTMENT	
15.00	0.00	0.00	0.00	15.00 MTGR REC CORP ADV BA
04-09-15	00-00	745	CORPORATE ADVANCE ADJUSTMENT	
15.00	0.00	0.00	0.00	15.00 MTGR REC CORP ADV BA

 -----* PF2 FOR ADDL MESSAGES *-----
 --SPOC-- ACTIVE FORECLOSURE
 COMPLETED CH 13 BANKRUPTCY COMPLETED LOSS MITIGATION
 LOSS MIT IND = 1 LOSS MIT RETENTION

Bank of America, N.A.
Account Information Statement
Account#(last four digits): XXXXXXXXXX

Borrower Name : JOHN DALEN

Good Through Date:12/08/2014 Paid to Date:11/01/2010 Based on Date:11/04/2014

Unpaid Principal Balance				114,875.72
Interest				31,811.53
Change Date	Interest Rate(%)	No of Days		
11/01/2010	6.750	1499		
Payment Due Total				47,973.95
From Date	To Date	No of Payments Due	Amount(\$)	
12/01/2010	06/01/2012	19	958.94	18,219.86
07/01/2012	05/01/2013	11	958.66	10,545.26
06/01/2013	05/01/2014	12	1,023.65	12,283.80
06/01/2014	12/01/2014	7	989.29	6,925.03
Late Charges				35.96
Assessed Late Charges				35.96
Advances Total				10,204.52
Escrow Advances				8,234.52
Taxes				1,705.80
Date Paid	Description	Actual(\$)	Anticipated(\$)	
12/20/2010	COUNTY TAX PMT	366.68		
12/14/2011	COUNTY TAX PMT	443.50		
12/03/2012	COUNTY TAX PMT	443.50		
11/26/2013	COUNTY TAX PMT	452.12		
MIP/PMI				3,362.02
Date Paid	Description	Actual(\$)	Anticipated(\$)	
01/14/2011	PMI PMT MONTHLY	77.19		
02/14/2011	PMI PMT MONTHLY	77.19		
03/15/2011	PMI PMT MONTHLY	77.19		
04/14/2011	PMI PMT MONTHLY	77.19		
05/12/2011	PMI PMT MONTHLY	77.19		
06/14/2011	PMI PMT MONTHLY	77.19		
07/14/2011	PMI PMT MONTHLY	77.19		
08/11/2011	PMI PMT MONTHLY	77.19		
11/08/2011	PMI PMT MONTHLY	42.85		
12/09/2011	PMI PMT MONTHLY	77.19		
01/18/2012	PMI PMT MONTHLY	77.19		
02/17/2012	PMI PMT MONTHLY	77.19		
03/16/2012	PMI PMT MONTHLY	77.19		
04/16/2012	PMI PMT MONTHLY	77.19		
05/18/2012	PMI PMT MONTHLY	77.19		
06/19/2012	PMI PMT MONTHLY	77.19		
07/18/2012	PMI PMT MONTHLY	77.19		
08/17/2012	PMI PMT MONTHLY	77.19		
09/18/2012	PMI PMT MONTHLY	77.19		
10/18/2012	PMI PMT MONTHLY	77.19		
11/16/2012	PMI PMT MONTHLY	77.19		
12/14/2012	PMI PMT MONTHLY	77.19		
01/15/2013	PMI PMT MONTHLY	77.19		
02/15/2013	PMI PMT MONTHLY	77.19		
03/14/2013	PMI PMT MONTHLY	77.19		
04/11/2013	PMI PMT MONTHLY	77.19		
05/14/2013	PMI PMT MONTHLY	77.19		
06/13/2013	PMI PMT MONTHLY	77.19		
07/15/2013	PMI PMT MONTHLY	77.19		
08/15/2013	PMI PMT MONTHLY	77.19		
09/13/2013	PMI PMT MONTHLY	77.19		
10/11/2013	PMI PMT MONTHLY	77.19		
11/15/2013	PMI PMT MONTHLY	77.19		
12/12/2013	PMI PMT MONTHLY	77.19		

Bank of America, N.A.
Account Information Statement
Account#(last four digits): XXXXXXXX

Borrower Name : JOHN DALEN

Good Through Date:12/08/2014 Paid to Date:11/01/2010 Based on Date:11/04/2014

01/13/2014	PMI PMT MONTHLY	77.19		
02/14/2014	PMI PMT MONTHLY	77.19		
03/14/2014	PMI PMT MONTHLY	77.19		
04/14/2014	PMI PMT MONTHLY	77.19		
05/13/2014	PMI PMT MONTHLY	77.19		
06/09/2014	PMI PMT MONTHLY	77.19		
07/15/2014	PMI PMT MONTHLY	77.19		
08/15/2014	PMI PMT MONTHLY	77.19		
09/15/2014	PMI PMT MONTHLY	77.19		
10/15/2014	PMI PMT MONTHLY	77.19		
Hazard Insurance				3,166.70
Date Paid	Description	Actual(\$)	Anticipated(\$)	
11/14/2011	HAZARD INS PMT	891.50		
11/13/2012	HAZARD INS PMT	1,070.59		
12/12/2012	ADDL INS PMT	43.19		
11/12/2013	HAZARD INS PMT	1,161.42		
Fee Due Advances				1,970.00
Foreclosure Fees				1,515.00
Tran Date	Description	Actual(\$)	Anticipated(\$)	
10/05/2011	ATTORNEY/TRUSTEE FEE	550.00		
01/26/2012	ATTORNEY/TRUSTEE FEE	185.00		
01/26/2012	FILING FEES	150.00		
01/26/2012	PROCESS SERVER	405.00		
10/05/2011	TITLE FEES	225.00		
Bankruptcy Fees				0.00
Tran Date	Description	Actual(\$)	Anticipated(\$)	
Property Inspection Fees				455.00
Tran Date	Description	Actual(\$)	Anticipated(\$)	
12/29/2010	INSPECTION-OCCUPIED	15.00		
02/03/2011	INSPECTION-OCCUPIED	15.00		
03/14/2011	INSPECTION-OCCUPIED	15.00		
05/08/2011	INSPECTION-OCCUPIED	15.00		
06/28/2011	INSPECTION-OCCUPIED	15.00		
08/15/2011	INSPECTION-OCCUPIED	15.00		
09/09/2011	INSPECTION-OCCUPIED	15.00		
10/10/2011	INSPECTION-OCCUPIED	15.00		
11/10/2011	INSPECTION-OCCUPIED	15.00		
12/14/2011	INSPECTION-OCCUPIED	15.00		
01/26/2012	INSPECTION-OCCUPIED	14.00		
03/06/2012	INSPECTION-OCCUPIED	14.00		
05/10/2012	INSPECTION-OCCUPIED	7.00		
12/07/2012	INSPECTION-OCCUPIED	15.00		
02/16/2013	INSPECTION-OCCUPIED	15.00		
05/19/2013	INSPECTION-OCCUPIED	15.00		
06/24/2013	INSPECTION-OCCUPIED	15.00		
07/24/2013	INSPECTION-OCCUPIED	15.00		
08/26/2013	INSPECTION-OCCUPIED	15.00		
10/25/2013	INSPECTION-OCCUPIED	15.00		
12/17/2013	INSPECTION-OCCUPIED	15.00		
01/20/2014	INSPECTION-OCCUPIED	15.00		
11/25/2013	INSPECTION-OCCUPIED	15.00		
02/17/2014	INSPECTION-OCCUPIED	15.00		
03/19/2014	INSPECTION-OCCUPIED	15.00		
04/17/2014	INSPECTION-OCCUPIED	15.00		
05/19/2014	INSPECTION-OCCUPIED	15.00		
06/16/2014	INSPECTION-OCCUPIED	15.00		

Bank of America, N.A.
Account Information Statement
Account#(last four digits):

Borrower Name : JOHN DALEN

Good Through Date:12/08/2014 Paid to Date:11/01/2010 Based on Date:11/04/2014

09/16/2014	INSPECTION-OCCUPIED	15.00
07/17/2014	INSPECTION-VACANT	15.00
08/15/2014	INSPECTION-VACANT	15.00

Others

0.00

Credits	Tran Date	Description	Actual(\$)	Anticipated(\$)	
					0.00
	Date Paid	Description	Actual(\$)	Anticipated(\$)	
Total Amount Owed					156,927.73



***** IMPORTANT NOTICE - READ THIS INFORMATION *****
NOTICE OF ELECTRONIC FILING [NEF]

A filing has been submitted to the court RE: 2011CP3701056

Official File Stamp: 03-01-2017 09:33:15 AM
Court: CIRCUIT COURT
Common Pleas
Oconee
Case Caption: Bank of America NA-sbm , plaintiff, et al VS John D Dalen , defendant, et al
Document(s) Submitted: Affidavit/Attorney Fees
Filed by or on behalf of: Charles Stuart Gwynne, Jr.

This notice was automatically generated by the courts auto-notification system.

The following people were served electronically:

Charles Stuart Gwynne, Jr. for Federal National Mortgage Association, BAC Home Loans Servicing LP-fka, Countrywide Home Loans Servicing LP
Brian A. Calub for Bank of America NA-sbm
Jason David Wyman for Federal National Mortgage Association, BAC Home Loans Servicing LP-fka, Countrywide Home Loans Servicing LP

The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:

Julie A Dalen
Julie A Dalen for Julie A Dalen
John D Dalen
John D Dalen for John D Dalen
Wawtrockace Hills Property Owners Association
Julie A Dalen for Julie A Dalen
John D Dalen for John D Dalen



STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

Federal National Mortgage Association,

Plaintiff,

v.

John D. Dalen, Julie A. Dalen and Wawtockace
Hills Property Owners Association,

Defendant(s).

and

John D. Dalen and Julie A. Dalen,

Counterclaim Plaintiffs,

v.

Bank of America, N.A. successor by merger to BAC
Home Loans Servicing, L.P. f/k/a Countrywide
Home Loans Servicing, L.P.,

Counterclaim Defendant.

IN THE COURT OF COMMON PLEAS

DOCKET NO.: 2011-CP-37-01056

**AFFIDAVIT OF ATTORNEY'S FEES AND
COSTS**

(S15262.01894 CSG)

PERSONALLY appeared before me, the undersigned, who being duly sworn, deposes
and says:

1. I am one of the attorneys for Plaintiff in the above-captioned action.

Background of Representation and Nature, Extent and Difficulty of the Representation

2. On or about October 1, 2014, Plaintiff engaged my law firm, Rogers Townsend & Thomas, PC, to complete the foreclosure of the mortgage that is the subject of this action. Plaintiff instructed our firm to handle this action as expeditiously as possible. Moving foreclosure cases along quickly is important to our clients because almost always our client's equity position deteriorates with time as the borrower fails to pay interest on the loan. Furthermore, in foreclosure cases, our clients face the increased risk that borrowers will not preserve the value of their homes or property as well as those borrowers who are not in default. Finally, there is a risk that they will allow their insurance to lapse or will not be able to pay their real property taxes.

3. When it referred this case to us, our client also provided us with an extensive list of instructions, including compliance with investor requirements and/or government or private insuring agreements and federal and state consumer protection laws.

4. At the time we accept a case, we do not know the full extent of the challenges we will run into and have to deal with for the fees we have agreed to handle the case for.

5. When RTT assumed the representation of Plaintiff in this foreclosure action, we assumed a number of risks. Those risks include the possibility that any of the parties involved (the plaintiff, the court, our own staff, a third-party bidder, or some other third party) could make an error at any stage of the process. Errors made in the process of a foreclosure case can be expensive to remediate, largely because of the value of real property, but also because our client's instruction that we complete cases as expeditiously as possible requires us to presume that, for the most part, the legal process will run smoothly and without unnecessary errors or delays. We also incurred the risk that the borrower might try to mislead us about a loss mitigation resolution or that he or she might file a bankruptcy petition just before a critical event in the case.

6. I am informed and believe that Plaintiff selected RTT to handle this foreclosure because we have a large staff of attorneys and other skilled non-attorney professionals who are highly trained in a legal system that enables RTT to comply with Plaintiff's instructions. RTT also has expensive computer systems, and RTT creates and maintains data about our clients and the court system in the state that enable us to move cases quickly, to comply with the law, and to deal with borrowers. RTT also has sufficient capital to allow it to advance the litigation expenses required for cases to move quickly and efficiently. RTT has a proven track record with Plaintiff for accomplishing its work expeditiously and inexpensively.

7. We received this file and entered data about this case into our system to enable the rest of the foreclosure process to run smoothly. We then updated that data as we learned more about the case. Ultimately, my fellow counsel, our staff, and I have been responsible for the preparation of the following pleadings and other documents in this case:

- a) Entering case data into our system
- b) Updating the information as the case progressed
- c) Preparation of Motion to Strike Jury Trial Demand and Refer to Master in Equity
- d) Preparation of Consent Scheduling Order
- e) Preparation of Order denying Defendant Motion for Summary Judgment and granting Plaintiff Motion to Strike Jury Trial Demand and Refer to Master in Equity
- f) Preparation of Motion to Substitute Plaintiff
- g) Preparation of Order granting Motion to Substitute Plaintiff and denying Defendant Motion to Compel Discovery and Defendant Motion to Compel Mediation
- h) Preparation of proposed Judgment of Foreclosure and Sale
- i) Preparation of Notice of Sale

8. Additionally, we have been responsible for obtaining reinstatement and payoff figures and payment histories (if requested or required); and scheduling and attending the hearing in this matter.

9. Our responsibilities after today include sending copies of the notice of the entry of judgment to appearing defendants, obtaining bidding instructions from Plaintiff or its designee, representing Plaintiff at the sale or arranging for such representation, preparing an Order of Sale or Report on Sale and Disbursements and Order Confirming Sale, and preparing the Foreclosure Deed and any other documents necessary in this particular action.

I am informed and believe that all litigation expenses were reasonably and necessarily incurred.

Time Necessarily Devoted to the Case

10. Depending upon the interest shown by defendants, third parties, or counsel for either and the inherent negotiations required thereby, other time may also be committed to the completion of the case. In that regard, I reserve the right to re-visit the question of attorney's fees should the action proceed in an unexpected way.

11. On or about November 5, 2014, my firm was substituted as counsel for the Plaintiff. I and other attorneys in my department became personally involved in this case, and my paralegals and I kept up with our time. The time spent was reasonably necessary to accomplish the result of an order for foreclosure and sale in this matter. The number of hours spent by attorneys and paralegals through May 8, 2016 was reasonable.

12. After today, I estimate that, in addition to the time and effort we have expended to date in prosecuting this action, including the hearing set for May 11, 2016, our firm will spend a minimum of 12 more hours working on this case. I estimate that 10 of those hours will be worked by me or other attorneys in my firm and 2 of those hours will be worked by my paralegal.

13. Moreover, depending upon the interest shown by defendants, third parties, or counsel for either, yet other time may also be committed to the completion of the case. In that regard, I reserve the right to re-visit the question of attorney's fees should the action proceed in an unexpected way.

Professional Standing of Counsel

14. The attorneys at RTT who primarily work on foreclosure cases in South Carolina are Robert P. Davis, Andrew W. Montgomery, John J. Hearn, Kevin T. Brown, Jason D. Wyman, Erica Lybrand, Sean M. Foerster, and myself. Some or all of them worked on this case.

- I. Mr. Davis has concentrated his practice in the areas of real estate and foreclosure since his admission to the bar in 2005. His experience includes closing mortgage loan transactions and representing lenders and servicers in foreclosure actions throughout South Carolina.
- II. Mr. Montgomery was admitted to the South Carolina Bar in 2010. He concentrates his practice in the areas of foreclosures and real estate. Since 2010, Mr. Montgomery has represented lenders and servicers in foreclosure and other related actions throughout South Carolina.
- III. Mr. Brown has concentrated his practice in the areas of bankruptcy, foreclosure and real estate since his admission to the bar in 1991. Since 1993, he has represented lenders and servicers in thousands of foreclosure actions throughout South Carolina. He is personally familiar with the requirements of individual masters-in-equity and special referees in South Carolina.
- IV. Mr. Hearn concentrates his practice in the areas of foreclosure and real estate. Since 2002, he has represented lenders or servicers in foreclosure and other related actions throughout the state of South Carolina.
- V. I was admitted to the South Carolina Bar in 2005 and concentrate my practice in civil litigation, including real estate litigation and mortgage foreclosure litigation.
- VI. Ms. Lybrand concentrates her practice in the areas of foreclosure and real estate and was admitted to the South Carolina Bar in 2009. She has been representing lenders and servicers in contested and litigated foreclosure and real estate matters since 2011.
- VII. Mr. Wyman was admitted to the South Carolina Bar in 2011 and the Georgia Bar in 2014. Since his admission, he has concentrated his practice in civil litigation, including real estate litigation and mortgage foreclosure litigation.
- VIII. Mr. Foerster was admitted to the South Carolina Bar in 2008. He concentrates his practice in real estate litigation, mortgage foreclosure litigation, title insurance, eminent domain proceedings, and tax sale litigation.

In addition, we have available to us other attorneys in the firm who handle non-routine or contested litigation matters more than we do. Finally, we are able to provide legal services inexpensively because we use a staff of highly trained and efficient non-attorney professionals, all of whom are supervised by some or all of the attorneys listed above.

Contingency of Compensation

15. We work on a flat-fee basis for part of our cases and work on an hourly basis for other parts of our cases.

Beneficial Results Obtained

16. I have submitted this affidavit because I believe the Court will enter a judgment of foreclosure and sale consistent with the relief we requested in the pleadings. Therefore, if the court is considering this affidavit, it is only because my law firm has obtained a beneficial result for my client.

Customary Legal Fees for Similar Services

17. The fee I am requesting in this case is reasonable and in line with other fee awards for similar residential foreclosure cases in South Carolina. This sum is contemplated in language contained in the note and mortgage previously offered into evidence in this action.

Conclusion

18. My firm paid or incurred the following expenses

Deposition Transcript	\$594.40
Motion / Order filing fees	\$125.00
Reference fee	\$100.00
Auto Mileage Reimbursement	\$157.55
Title Search	\$100.00
Total Expenses:	\$1,076.95

Hourly fees for contested work to date:

\$13,875.00

Charles S. Gwynne Jr. 40.2 hrs x \$175/hr. \$7,035.00
 Jason D. Wyman 15.6 hrs x \$175 /hr. \$2,730.00
 Paralegals 40.0 hrs x \$100 /hr. \$4,000.00
 Law Clerks 2.2 hrs x \$50 / hr \$110.00

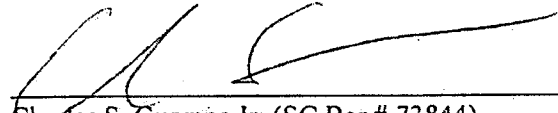
Hourly fees for trial and post-judgment:

\$1,950.00

Attorneys 10.0hrs x \$175 /hr. \$ 1,750.00
 Paralegals 2.0 hrs x \$100 /hr. \$ 200.00

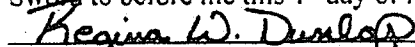
Total Attorney's Fees**\$15,825.00****Expenses****\$1,076.95****TOTAL ATTORNEY'S FEES AND EXPENSES:****\$16,901.95**

I am informed and believe that all of these litigation expenses were reasonably and necessarily incurred.



Charles S. Gwynne Jr. (SC Bar # 73844)
Rogers Townsend & Thomas, PC
Post Office Box 100200 (29202)
1221 Main Street 14th Floor
Columbia, South Carolina 29201
(803)771-7900
charlie.gwynne@rtt-law.com
ATTORNEYS FOR PLAINTIFF
Rogers Townsend & Thomas, PC and its staff are debt collectors

Sworn to before me this 1st day of March, 2017.


Notary Public for South Carolina
My Commission Expires: 11/8/2022

CERTIFICATE OF SERVICE BY MAIL
Case # 2011-CP-37-01056

I, the undersigned attorney, for the law firm of Rogers Townsend & Thomas, PC, do hereby certify that I have caused to be served a copy of the foregoing document upon counsel of record and parties below by U.S. Mail, postage prepaid, on March 1, 2017, at the following address:

Document Served:

Affidavit of Attorney's Fees and Costs

Parties Served:

John D. Dalen
109 Wood Valley Drive
Westminster, SC 29693

Julie A. Dalen
109 Wood Valley Drive
Westminster, SC 29693

Wawtockace Hills Property Owners Association
100 Lost Forest Drive
Westminster SC 29693

s/ Charles S. Gwynne Jr.
Charles S. Gwynne Jr. (SC Bar # 73844)

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

Bank of America, N.A., successor by merger to
BAC Home Loans Servicing, LP f/k/a
Countrywide Home Loans Servicing, LP,

PLAINTIFF,

vs.

John D. Dalen, Julie A. Dalen, Wawtockace
Hills Property Owners Association,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

AFFIDAVIT OF PLAINTIFF

(NON-JURY MORTGAGE FORECLOSURE)

C/A NO: 2011-CP-37-1056

DEFICIENCY REQUESTED

FILED
CLERK OF COURT
OCCONEE COUNTY, SC
2011 DEC 13 PM 4:49

AFFIDAVIT

BEFORE ME an officer authorized to take oaths this day personally appeared
Tara L. Anderson of Bank of America, N.A.
("BANA"), who, being first duly sworn, deposes and says:

1. I am authorized to sign this affidavit on behalf of plaintiff, Bank of America, N.A. ("BANA"), as an officer of BANA.
2. BANA maintains records for the Loan, owed by John D. Dalen, in the ordinary course of its business. As part of my job responsibilities for BANA, I am familiar with the type of records maintained by BANA in connection with the Loan.
3. The records of BANA reflect that it is the present holder of a note and mortgage given to Quicken Loans, Inc. by John D. Dalen, in the amount of One Hundred Eighteen Thousand Seven Hundred Fifty and 00/100 (\$118,750.00) Dollars on December 20, 2007 and recorded on December 21, 2007 in Book 2551 at Page 206 in the Office of the Register of Deeds for Oconee County.

C/A NO: 2011-CP-37-1056 Affidavit Certifying Ownership of Note and Mortgage

m-Capri
ENT
12/16/07

4. The information in this affidavit is taken from BANA's business records. I have knowledge of BANA's procedures for creating these records. They are: (a) made at or near the time of the occurrence of the matters recorded by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; (b) kept in the course of BANA's regularly conducted business activities; and (c) it is the regular practice of BANA to make such records.

FURTHER AFFIANT SAYETH NAUGHT.

Tara L. Anderson
Name Tara L. Anderson
Assistant Vice President

STATE OF Pennsylvania

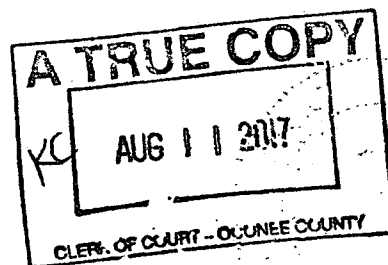
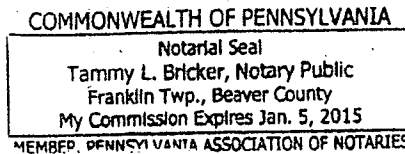
COUNTY OF Allegheny

SWORN TO and subscribed before me this 6th day of April, 2012, by
Tara L. Anderson, as an Assistant Vice President of Bank of America, N. A.
He/she() is personally known to me or () produced drivers license as identification.

Tammy L. Bricker

Notary Public

My commission expires 1-5-2015



NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM OCONEE COUNTY

Court of Common Pleas

Steven C. Kirven, Master-in-Equity

Case No. ~~2011-CP-37-01056~~ 2017 - 000886

RECEIVED
APR 21 2017
SC Court of Appeals

Federal National Mortgage Association,
Respondent

And

Bank of America, N.A., Successor by merger to
BAC Home Loans Servicing, L.P. f/k/a
Countrywide Home Loans Servicing, L.P.,
Respondent

v.

John D. Dalen, Appearing Pro Per,
Appellant.

AMENDED NOTICE OF APPEAL

John D. Dalen appeals the judgment of foreclosure of the Honorable Steven C. Kirven dated March 6, 2017 as well as the order denying defendant's Motion for a New Trial and/or an Amended Judgment dated March 17, 2017. Appellant received written notice of entry of the order(s) [judgment(s)] on March 21, 2017.

April 19, 2017


John D. Dalen
109 Wood Valley Drive
Westminster, SC 29693
Appearing Pro Per

Other Counsels of Record:

Brian A. Calub
McGuire Woods LLP
201 North Tryon Street, Suite 3000
Charlotte, NC 28202-2146

Charles S. Gwynne, Jr.
Post Office Box 100200
Columbia, SC 29202-3200

Attorneys for Respondent(s)

Electronically Filed
Supreme Court
SCWC-15-0000005
28-FEB-2017
08:06 AM

IN THE SUPREME COURT OF THE STATE OF HAWAII

---oOo---

BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS
SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP,
Respondent/Plaintiff-Appellee,

vs.

GRISEL REYES-TOLEDO,
Petitioner/Defendant-Appellant,

and

WAI KALOI AT MAKAKILO COMMUNITY ASSOCIATION;
MAKAKILO COMMUNITY ASSOCIATION; and
PALEHUA COMMUNITY ASSOCIATION,
Respondents/Defendants-Appellees.

SCWC-15-0000005

CERTIORARI TO THE INTERMEDIATE COURT OF APPEALS
(CAAP-15-0000005; CIVIL NO. 12-1-0668)

FEBRUARY 28, 2017

NAKAYAMA, ACTING C.J., MCKENNA, POLLACK, AND WILSON, JJ., AND CIRCUIT
COURT JUDGE GARIBALDI, IN PLACE OF RECKTENWALD, C.J., RECUSED

OPINION OF THE COURT BY POLLACK, J.

This case raises issues of standing and appellate
jurisdiction that pertain to foreclosure proceedings. We

consider whether a foreclosing plaintiff seeking summary judgment must prove it had standing to foreclose on the homeowner's property at the commencement of the lawsuit to be entitled to foreclosure of the subject property. We also determine the extent of appellate jurisdiction over interlocutory orders leading up to a foreclosure decree.

I. BACKGROUND

The subject of the foreclosure proceedings is the home of Grisel Reyes-Toledo ("Homeowner"). On September 24, 2007, Homeowner executed a promissory note made payable to Countrywide Bank, FSB (the "Note"). The Note was secured by a mortgage on the property encumbering the property to mortgagee, Mortgage Electronic Registration Systems, Inc., as nominee for the lender, Countrywide Bank, FSB (the "Mortgage"). The Mortgage was recorded on September 28, 2007, in the Office of the Assistant Registrar of the Land Court of the State of Hawai'i.

In early 2011, Homeowner received a notice of intent to accelerate from BAC Home Loans Servicing, LP, a Bank of America company, dated January 7, 2011. The acceleration notice stated that BAC Home Loans Servicing, LP, services the loan on her property "on behalf of the holder of the promissory note" and that her loan was in serious default because required payments had not been made.

An assignment of the Mortgage from Mortgage Electronic Registration Systems, Inc., "solely as nominee for Countrywide Bank, FSB," to Bank of America, N.A., a National Association, as successor by merger to BAC Home Loans Servicing, LP, was recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawai'i on October 19, 2011 (the "Assignment"). The Assignment was dated October 12, 2011.

On March 12, 2012, Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing LP ("Bank of America"), filed a complaint in the Circuit Court of the First Circuit (the "circuit court") seeking to foreclose on Homeowner's property. The complaint asserted that Bank of America was in possession of the Mortgage and Note and entitled to foreclosure of the Mortgage and sale of Homeowner's property.

Homeowner subsequently filed an answer and counterclaims on September 28, 2012, denying all allegations in the complaint except those relating to her personal background and the execution of the Note and Mortgage. Homeowner asserted numerous defenses, including that Bank of America was not the holder of the Note and Mortgage and therefore not entitled to

foreclosure.¹ Homeowner attacked the validity of the Assignment² and any negotiation of the Note.³ Homeowner also asserted additional defenses that would apply if the Note and Mortgage were transferred into a trust and securitized.⁴ Homeowner asserted four counterclaims: wrongful foreclosure, declaratory relief, quiet title, and unfair and deceptive trade practice.

Bank of America subsequently filed a motion to dismiss Homeowner's counterclaims, which was granted by the court in a February 12, 2013 order ("Order Granting Motion to Dismiss Counterclaims"). Homeowner filed a motion for reconsideration or certification for appeal, which the circuit court denied in a December 31, 2013 order ("Order Denying Motion for Reconsideration and Certification").

¹ By extension, Homeowner raised fraud and illegality defenses based on her understanding that Bank of America was not entitled to enforce the Note and Mortgage. Homeowner also claimed the following: the complaint failed to state a claim upon which relief could be granted; assumption of risk and contributory negligence; Bank of America was not the real party-in-interest; and Mortgage Electronic Services, Inc., could not be a lawful beneficiary of a mortgage if it lacked possession of the Note.

² Homeowner maintained that there was "no valid interim assignment" of the Mortgage to Bank of America and that Mortgage Electronic Systems, Inc., "was nothing more than a strawman and a conduit for fraud."

³ Homeowner contended that there was no valid negotiation for value of the Note and that Bank of America was not a holder in due course.

⁴ Homeowner asserted violations of the terms of the trust, the Internal Revenue Code, New York trust law, and the Pooling and Service Agreement. Homeowner also asserted that the "purported assignment may have been performed by robo-signers" and was therefore fraudulent and void; that the "promissory note and mortgage may never have been deposited or transferred into the trust"; and that "the signatures may have been by unauthorized persons and, therefore, are void as forgeries."

Bank of America moved for summary judgment and an interlocutory decree of foreclosure, asserting that it was entitled to judgment as a matter of law. Bank of America maintained that, in order to obtain summary judgment, it was required to prove the existence of an agreement, the terms of the agreement, default, and the giving of the requisite notice. Bank of America contended that no genuine issue as to any material fact existed because the declarations and exhibits attached to its motion demonstrated the existence of the Mortgage and Note, the terms of the Mortgage and Note, Homeowner's default, and the giving of the requisite notice to Homeowner.

The attachments to Bank of America's motion for summary judgment included a "Declaration of Indebtedness" by Katherine M. Egan, an officer of Bank of America ("Egan Declaration"). The Egan Declaration was dated January 27, 2014, and it stated that Bank of America "has possession" of the Note and that the Note "has been duly endorsed to blank." Also attached was a copy of the Note that was signed by Homeowner, which identified Countrywide Bank, FSB, as the lender. The Note included two stamps with undated signatures that read as follows:

PAY TO THE ORDER OF
WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC.

BY: [signature Michele Sjolander]
MICHELE SJOLANDER
EXECUTIVE VICE PRESIDENT

PAY TO THE ORDER OF
COUNTRYWIDE HOME LOANS, INC
WITHOUT RECOURSE
COUNTRYWIDE BANK, FSB
BY: [signature Laurie Meder]
LAURIE MEDER
Senior Vice President

The attachments to the motion also included a copy of the Mortgage, a copy of the Assignment, a copy of the January 7, 2011 notice of intent to accelerate, and payment records for Homeowner's loan account.

In opposition to Bank of America's motion for summary judgment, Homeowner asserted that material questions of fact remained as to the validity of the Assignment and whether Bank of America was the lawful holder of the Note. Homeowner argued that she did "not have to prove who owns the note and mortgage" and that it was Bank of America's burden "to prove by a preponderance of the evidence that it owns the note and mortgage." Homeowner contended that the evidence produced by Bank of America was insufficient as there was no evidence of the date of the transfer of the Note. Homeowner also asserted that the motion for summary judgment should be denied because discovery was ongoing, or alternatively, that the circuit court should continue the hearing pending the completion of discovery.

The circuit court granted Bank of America's motion for summary judgment, entering its December 9, 2014 "Findings of Fact, Conclusions of Law, Order Granting Plaintiffs Motion for Summary Judgment Against All Parties and for Interlocutory Decree of Foreclosure Filed April 4, 2014" ("Foreclosure Decree"). The court found that Bank of America was the "current holder" of the Note and Mortgage.⁵ The court concluded that Bank of America was entitled to foreclosure of the Mortgage and sale of the property. The Foreclosure Decree also provided that it was "entered as a final judgment pursuant to Rule 54(b) of the Hawai'i Rules of Civil Procedure (HRCP) as there was no just reason for delay." The court also entered a separate judgment on December 9, 2014, directing that the Foreclosure Decree was entered "as a final judgment in favor of Plaintiff and against all Defendants as there [was] no just reason for delay pursuant to [HRCP] Rule 54(b)" (the "Judgment").

Homeowner timely filed a notice of appeal from the Judgment.⁶ On appeal to the Intermediate Court of Appeals (ICA),

⁵ The court found, "Plaintiff is the current holder of the Note and Mortgage by an Assignment of Mortgage ('Assignment') recorded on October 19, 2011 in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 4105159 and noted on Transfer Certificate of Title No. 878,760."

⁶ Prior to filing her notice of appeal, Homeowner moved for a stay of the Foreclosure Decree and cancellation of the sale of the property. In her supporting memorandum, Homeowner requested that the circuit court "stay the summary judgment order and the judgment, cancel any proposed sale, and

(continued . . .)

Homeowner asserted that the circuit court erred in holding that Bank of America had standing to bring the foreclosure action, in granting summary judgment to Bank of America, in dismissing her counterclaims, and in denying her motion for reconsideration of the dismissal of her counterclaims.

In a summary disposition order, the ICA affirmed the circuit court's Judgment. The ICA's decision first addressed Homeowner's assertion that Bank of America lacked standing to foreclose. With regard to Bank of America's standing to enforce the Note, the ICA concluded that Bank of America produced sufficient evidence to establish its authority to enforce the Note.⁷ The ICA reasoned that Bank of America "provided evidence that it was in possession of the Note, the blank endorsement

permit [Homeowner's] house to act as collateral for the supersedeas bond." It does not appear from the record that the circuit court resolved Homeowner's motion for a stay prior to the filing of the notice of appeal.

Homeowner also moved for a stay in the ICA requesting that the ICA stay the Foreclosure Decree, cancel the sale of the property, and allow the property to act as a supersedeas bond. The ICA granted the motion in part on the condition that, within twenty days, Homeowner submit to the circuit court for approval a supersedeas bond issued by a licensed surety in the amount of \$300,000.

⁷ The ICA also concluded that Homeowner's arguments with respect to the validity of the Assignment were without merit. With respect to Homeowner's assertion that any transfers of the Note and Mortgage were void and in violation of the rules of the trust, the ICA noted that Homeowner failed "to cite to the record or any evidence to support her assertion that the Note and Mortgage were in a trust that dissolved, or that the transfers were based on forged documents," and the ICA concluded that Homeowner thus "failed to demonstrate that the assignment of the Note and Mortgage was void." Finally, the ICA determined that Homeowner failed to establish that she was entitled to a continuance to complete discovery pursuant to HRCF Rule 56(f).

established that [Bank of America] was the 'holder' of the Note, and the Egan Declaration stated that the Note was a true and correct copy of the Note in [Bank of America's] possession."

The ICA also considered whether it had appellate jurisdiction over Homeowner's challenge to the Order Granting Motion to Dismiss Counterclaims and Order Denying Motion for Reconsideration and Certification. The ICA concluded that it did not have jurisdiction over these orders as they were not final appealable orders and had not been reduced to a final appealable judgment. The ICA reasoned that it had jurisdiction over the appeal of the Judgment on the Foreclosure Decree as a final and appealable order under Hawaii Revised Statutes (HRS) § 667-51(a)(1) but that HRS § 667-51 did not provide appellate jurisdiction over the orders regarding the counterclaims. Thus, the ICA affirmed the circuit court Judgment.

Homeowner filed an application for writ of certiorari with this court, which was granted.

II. DISCUSSION

There are two primary issues presented in Homeowner's application to this court.⁸ The first issue is whether the ICA

⁸ Homeowner presents four questions on certiorari to this court: (1) whether the ICA erred in affirming the circuit court's grant of summary judgment to Bank of America; (2) whether the ICA erred in affirming the dismissal of her counterclaims; (3) whether the ICA erred in affirming the circuit court's denial of her motion for reconsideration of the dismissal of

(continued . . .)

erred in affirming the circuit court's grant of summary judgment in favor of Bank of America. The second issue is whether the appellate courts have jurisdiction to review the circuit court's Order Granting Motion to Dismiss Counterclaims and related Order Denying the Motion for Reconsideration and Certification under HRCF Rule 54(b), which were issued prior to the Judgment.

A. Summary Judgment

Homeowner argues that the ICA erred in affirming the circuit court's grant of summary judgment in favor of Bank of America "where the evidence proved" that Bank of America did not own or hold the Mortgage and Note by valid assignment.⁹

Homeowner asserts that she "does not have to prove who owns the note and mortgage" and that Bank of America "had to prove by a preponderance of the evidence that it owns the note and

her counterclaims and HRCF Rule 54(b) request for certification; and (4) whether the ICA erred in affirming the denial of her request "to use her home as the supersedeas bond."

⁹ "We review the circuit court's grant or denial of summary judgment de novo." Querubin v. Thronas, 107 Hawai'i 48, 56, 109 P.3d 689, 697 (2005). The court views all the evidence and inferences in the light most favorable to the party opposing the motion. Durette v. Aloha Plastic Recycling, Inc., 105 Hawai'i 490, 501, 100 P.3d 60, 71 (2004). The moving party bears the burden of demonstrating that there is no genuine issue as to any material fact with respect to the essential elements of the claim or defense and must prove that the moving party is entitled to judgment as a matter of law. French v. Haw. Pizza Hut, Inc., 105 Hawai'i 462, 470, 99 P.3d 1046, 1054 (2004). "A fact is material if proof of that fact would have the effect of establishing or refuting one of the essential elements of a cause of action or defense asserted by the parties." Durette, 105 Hawai'i at 501, 100 P.3d at 71 (quoting Haw. Cmty. Fed. Credit Union v. Keka, 94 Hawai'i 213, 221, 11 P.3d 1, 9 (2000)).

mortgage." In both her application for writ of certiorari and her opening brief to the ICA, Homeowner argued that there was no evidence regarding the date of the transfer of the Note. The ICA determined that Bank of America sufficiently evidenced its authority to enforce the Note because the blank endorsement of the Note established that Bank of America was the holder.

In order to prove entitlement to foreclose, the foreclosing party must demonstrate that all conditions precedent to foreclosure under the note and mortgage are satisfied and that all steps required by statute have been strictly complied with. See 55 Am. Jur. 2d Mortgages § 575 (Nov. 2016 Update). This typically requires the plaintiff to prove the existence of an agreement, the terms of the agreement, a default by the mortgagor under the terms of the agreement, and giving of the cancellation notice. See Bank of Honolulu, N.A. v. Anderson, 3 Haw. App. 545, 551, 654 P.2d 1370, 1375 (1982) (citing 55 Am. Jur. 2d Mortgages § 554 (1971)). A foreclosing plaintiff must also prove its entitlement to enforce the note and mortgage. HRS § 490:3-301 (providing who is entitled to enforce an instrument); see id. § 490:3-308 (concerning proof of signatures and status as a holder in due course); id. cmt. 2 (noting that "[i]f a plaintiff producing the instrument proves entitlement to enforce the instrument, either as a holder or a person with

rights of a holder, the plaintiff is entitled to recovery unless the defendant proves a defense or claim in recoupment").¹⁰

A foreclosing plaintiff's burden to prove entitlement to enforce the note overlaps with the requirements of standing in foreclosure actions as "[s]tanding is concerned with whether the parties have the right to bring suit." Mottl v. Miyahira, 95 Hawai'i 381, 388, 23 P.3d 716, 723 (2001). Typically, a plaintiff does not have standing to invoke the jurisdiction of the court unless the plaintiff has suffered an injury in fact. Id. at 391, 23 P.3d at 726.¹¹ A mortgage is a conveyance of an interest in real property that is given as security for the payment of the note. HRS § 490:9-102 (defining "mortgage"). A foreclosure action is a legal proceeding to gain title or force a sale of the property for satisfaction of a note that is in default and secured by a lien on the subject property. HRS § 667-1.5 (providing for foreclosure by action); id. § 490:9-601(a) (providing that after default, a secured party "[m]ay

¹⁰ See also Bank of Am., N.A. v. Hermano, 138 Hawai'i 140, 377 P.3d 1058 (App. 2016) (SDO) (interpreting HRS § 490:3-301 to require that plaintiff establish that it is the holder of, or otherwise entitled to enforce, the promissory note and mortgage in order to be entitled to summary judgment in a foreclosure action).

¹¹ The standing inquiry involves consideration of whether the plaintiff suffered an actual or threatened injury as a result of the defendant's conduct; whether the injury is traceable to the challenged action; and whether the injury is likely to be remedied by a favorable judicial decision. Mottl, 95 Hawai'i at 391, 23 P.3d at 726.

reduce a claim to judgment, foreclose, or otherwise enforce the claim, security interest, or agricultural lien by any available judicial procedure"). See generally 55 Am. Jur. 2d Mortgages § 573 (Nov. 2016 Update) (discussing the nature and purpose of a foreclosure suit). Thus, the underlying "injury in fact" to a foreclosing plaintiff is the mortgagee's failure to satisfy its obligation to pay the debt obligation to the note holder. Accordingly, in establishing standing, a foreclosing plaintiff must necessarily prove its entitlement to enforce the note as it is the default on the note that gives rise to the action. See HRS § 490:9-601 (providing for a secured party's rights after default).

"It is well settled that the crucial inquiry with regard to standing is whether the plaintiff has alleged such a personal stake in the outcome of the controversy as to warrant his or her invocation of the court's jurisdiction and to justify exercise of the court's remedial powers on his or her behalf." Mottl, 95 Hawai'i at 389, 23 P.3d at 724 (quoting Akinaka v. Disciplinary Bd. of Haw. Supreme Ct., 91 Hawai'i 51, 55, 979 P.2d 1077, 1081 (1999)). As standing relates to the invocation of the court's jurisdiction, it is not surprising that standing must be present at the commencement of the case. Sierra Club v. Haw. Tourism Auth., 100 Hawai'i 242, 257, 59 P.3d 877, 892 (2002) (noting that "standing must be established at the beginning of

the case"). Accordingly, a foreclosing plaintiff does not have standing to foreclose on mortgaged property unless the plaintiff was entitled to enforce the note that has been defaulted on. See Hanalei, BRC Inc. v. Porter, 7 Haw. App. 304, 310, 760 P.2d 676, 680 (1988) (noting that "an action cannot be maintained if it is prematurely commenced" before the plaintiff is entitled to enforce the instrument).¹²

The principle that a foreclosing plaintiff must establish entitlement to enforce the note at the time the action was commenced has been recognized in several other jurisdictions. See, e.g., U.S. Bank, N.A. v. Ugrin, 91 A.3d 924, 930 (Conn. App. Ct. 2014) ("Generally, in order to have standing to bring a foreclosure action the plaintiff must, at the time the action is commenced, be entitled to enforce the promissory note that is secured by the property."); McLean v. JP Morgan Chase Bank Nat. Ass'n, 79 So. 3d 170, 173 (Fla. Dist. Ct. App. 2012) ("A crucial element in any mortgage foreclosure proceeding is that the party seeking foreclosure must demonstrate that it has standing to foreclose."); Deutsche Bank Nat. Trust Co. v. Johnston, 369 P.3d 1046, 1052 (N.M. 2016)

¹² It is noted that the Porter case allowed for the curing of the premature commencement by the filing of an amended complaint after the plaintiff came into possession of the instrument. We note that this case does not present the issue of whether an amended complaint will cure the premature filing of a foreclosure action, and therefore we do not address this aspect of the Porter case.

(holding that "standing must be established as of the time of filing suit in mortgage foreclosure cases"); U.S. Bank, N.A. v. Collymore, 890 N.Y.S.2d 578, 580 (N.Y. App. Div. 2009) (noting that "the plaintiff must prove its standing in order to be entitled to relief" and that, "[i]n a mortgage foreclosure action, a plaintiff has standing where it is both the holder or assignee of the subject mortgage and the holder or assignee of the underlying note at the time the action is commenced"); Bank of N.Y. Mellon v. Grund, 27 N.E.3d 555, 559 (Ohio Ct. App. 2015) (noting that, in a mortgage foreclosure action, the mortgage lender must establish an interest in the promissory note or the mortgage "as of the filing of the complaint" (citing Fed. Home Loan Mortg. Corp. v. Schwartzwald, 979 N.E.2d 1214, 1219 (Ohio 2012))) ; Deutsche Bank Nat. Trust v. Brumbaugh, 270 P.3d 151, 154 (Okla. 2012) ("Being a person entitled to enforce the note is an essential requirement to initiate a foreclosure lawsuit. In the present case, there is a question of fact as to when Appellee became a holder, and thus, a person entitled to enforce the note. Therefore, summary judgment is not appropriate."); U.S. Bank Nat. Ass'n v. Kimball, 27 A.3d 1087, 1092 (Vt. 2011) (affirming the circuit court's granting of summary judgment for the homeowner where the bank could not prove it was the holder of the note).

The requirement that a foreclosing plaintiff prove its entitlement to enforce the note at the commencement of the proceedings "provides strong and necessary incentives to help ensure that a note holder will not proceed with a foreclosure action before confirming that it has a right to do so."

Deutsche Bank Nat. Trust Co. v. Johnston, 369 P.3d 1046, 1052 (N.M. 2016); see Porter, 7 Haw. App. at 308, 760 P.2d at 679 (noting that the general requirement that a holder be in possession of the instrument is meant "to protect the maker or drawer from multiple liability on the same instrument"). The Supreme Court of New Mexico recently observed that "[t]his procedural safeguard is vital because the securitization of mortgages has given rise to a pervasive failure among mortgage holders to comply with the technical requirements underlying the transfer of promissory notes and, more generally the recording of interests in property."¹³ Johnston, 369 P.3d at 1053.

Indeed, scholars have commented on the widespread documentation problems that are associated with modern mortgage securitization practices.¹⁴ It appears that "[u]nder these circumstances, not

¹³ See, e.g., Wells Fargo Bank, N.A. v. Marchione, 887 N.Y.S.2d 615, 617 (N.Y. App. Div. 2009) (foreclosing bank claimed standing based on an assignment of the relevant mortgage and note that was executed after the commencement of the action).

¹⁴ See, e.g., Shaun Barnes et al., In-House Counsel's Role in the Structuring of Mortgage-Backed Securities, 2012 Wis. L. Rev. 521, 528 (2012) ("Unfortunately, over the years procedural standards in mortgage

(continued . . .)

even the plaintiffs may be sure if they actually own the notes they seek to enforce." Id. at 1052. Basic requirements of Hawaii's Uniform Commercial Code and our law on standing should not be modified, especially in light of the widespread problems created by the securitization of mortgages, because a requirement that seems to be merely technical in nature may serve an essential purpose. For example, the possession requirement, which applies unless a specific statutory exception exists, protects the maker of an instrument from multiple enforcements of the same instrument. See Porter, 7 Haw. App. at 308, 760 P.2d at 679.

securitizations appear to have deteriorated along with loan-underwriting standards. As a result, in some, if not many or most, cases, notes were neither indorsed nor delivered to the [special purpose vehicle] or its agent in accordance with the delivery instructions. Moreover, it appears that mortgage loan servicers seeking to enforce notes on behalf of the [special purpose vehicle] did not always bother to take physical possession of the notes in accordance with state law."); Elizabeth Renuart, Uneasy Intersections: The Right to Foreclose and the U.C.C., 48 Wake Forest L. Rev. 1205, 1209-10 (2013) ("The evidence reveals the failure to deliver the original notes with proper indorsements to the trustee or its document custodian, the routine creation of unnecessary lost note affidavits, the destruction of the original notes, and the falsification of necessary indorsements."); Alan M. White, Losing the Paper - Mortgage Assignments, Note Transfers and Consumer Protection, 24 Loy. Consumer L. Rev. 468, 475 (2012) ("Much anecdotal evidence suggests that servicers of private-label securitized mortgages either delivered original notes without endorsements to document custodians for the trust, routinely prepared lost note affidavits in lieu of delivering notes to foreclosure attorneys and trustees, routinely destroyed original notes, and/or obtained or forged necessary endorsements long after the transfers were supposed to have taken place." (footnotes omitted)).

Whether a party is entitled to enforce a promissory note is determined by application of HRS § 490:3-301 (2008), which provides the following:

"Person entitled to enforce" an instrument means (i) the holder of the instrument, (ii) a nonholder in possession of the instrument who has the rights of a holder, or (iii) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to section 490:3-309 or 490:3-418(d). A person may be a person entitled to enforce the instrument even though the person is not the owner of the instrument or is in wrongful possession of the instrument.

Bank of America has maintained that it was the holder of the Note based on the Egan Declaration and the blank indorsement on the Note. Accordingly, we consider whether the Bank produced sufficient evidence to demonstrate that it was entitled to enforce the Note as a holder of the instrument at the time that the foreclosure proceedings were commenced.¹⁵

¹⁵ A "holder in due course" is defined as follows:

Subject to subsection and section 490:3-106(d), "holder in due course" means the holder of an instrument if:

(1) The instrument when issued or negotiated to the holder does not bear such apparent evidence of forgery or alteration or is not otherwise so irregular or incomplete as to call into question its authenticity; and

(2) The holder took the instrument (i) for value, (ii) in good faith, (iii) without notice that the instrument is overdue or has been dishonored or that there is an uncured default with respect to payment of another instrument issued as part of the same series, (iv) without notice that the instrument contains an unauthorized signature or has been altered, (v) without notice of any claim to the instrument described in section 490:3-306, and (vi) without notice that any party has a defense or claim in recoupment described in section 490:3-305(a).

HRS § 490:3-302(a) (2008).

The negotiation asserted by Bank of America involved negotiation by blank indorsement and transfer of possession of the Note. In contrast, a special indorsement occurs if the indorsement is made by the holder of an instrument and the indorsement identifies a person to whom it makes the instrument payable. HRS § 490:3-205(a). When an instrument is specially indorsed, it becomes payable to the identified person and may be negotiated only by the indorsement of that person. Id. A blank indorsement occurs when an indorsement is made by the holder of an instrument and is not a special indorsement; in other words, a blank indorsement is not payable to an identified person. Id. § 490:3-205(b). When indorsed in blank, an instrument becomes payable to bearer and may be negotiated by transfer or possession alone until specially indorsed. Id.

Here, the Note, which was attached to Bank of America's motion for summary judgment as Exhibit A, contains two indorsements. One indorsement is a special indorsement by Countrywide Bank, FSB, to Countrywide Home Loans, Inc. See HRS § 490:3-205(a). The other is a blank indorsement by Countrywide Home Loans, Inc. See id. § 490:3-205(b). Thus, because the Note was last negotiated by a blank indorsement, it may be negotiated by transfer of possession.

Although Bank of America produced evidence that it possessed the blank-indorsed Note at the time it sought summary

judgment, a material question of fact exists as to whether Bank of America possessed the Note, or was otherwise a holder, at the time it brought the foreclosure action. Indeed, the copy of the Note attached to the summary judgment motion does not reflect the date of the blank indorsement, and the Egan Declaration, which was made after the filing of the complaint in this case, does not indicate when the indorsement occurred. Further, there is no additional evidence in the record regarding the date of the indorsements or whether Bank of America possessed the Note at the time of the filing of the complaint. Thus, there is a material question of fact as to whether Bank of America was the holder of the Note at the time the foreclosure proceedings were commenced, which in turn raises the issue of whether Bank of America had standing to foreclose on the Property at the time it brought the foreclosure action.¹⁶

Both the ICA and the circuit court appear to have determined that Bank of America was entitled to enforce the Note as the holder at the time Bank of America moved for summary judgment. As the moving party, it was Bank of America's burden to demonstrate there was no genuine issue as to any material

¹⁶ It is noted that Bank of America may also demonstrate its standing by establishing that at the commencement of the suit it was either a nonholder in possession of the instrument with the rights of a holder or a person not in possession of the instrument who was entitled to enforce the instrument pursuant to HRS §§ 490:3-309, or 490:3-418(d). See HRS § 490:3-301.

fact with respect to the essential elements of a foreclosure action. See French v. Haw. Pizza Hut, Inc., 105 Hawai'i 462, 470, 99 P.3d 1046, 1054 (2004). Here, there is no evidence in the record, either through the Note itself, the Egan Declaration, or the other documents attached to the motion for summary judgment, showing that the blank indorsement on the Note occurred prior to the initiation of the suit.¹⁷ Consequently, there is a genuine issue as to whether Bank of America was entitled to foreclose when it commenced the proceeding. Thus, viewing the facts and inferences in the light most favorable to Homeowner, there is a genuine issue of material fact as to whether Bank of America held the Note at the time it filed the complaint. Accordingly, Bank of America failed to meet its burden of demonstrating that it was entitled to judgment as a matter of law, and the circuit court erred in granting Bank of

¹⁷ An assignment of the Mortgage to Bank of America prior to the commencement of the action would not be sufficient to establish standing as an injury to the plaintiff in a foreclosure proceeding, which is premised on the default under the note. Although the security follows the debt, the debt does not automatically follow the security. See HRS § 490:9-203(g) & cmt. 9 (2008) (codifying the common law rule that a transfer of an obligation secured by a security interest or other lien on personal or real property also transfers the security interest or lien); see also, e.g., Vega v. CTX Mortg. Co., LLC, 761 F. Supp. 2d 1095, 1097 (D. Nev. 2011) ("The Traditional Rule is that the mortgage or deed of trust (the security instrument) automatically follows the secured debt, but not vice versa."); Restatement (Third) of Property (Mortgages) § 5.4(c) (1997) ("A mortgage may be enforced only by, or in behalf of, a person who is entitled to enforce the obligation the mortgage secures.").

America's motion for summary judgment.¹⁸ In light of this ruling, we need not address Homeowner's arguments with respect to whether the Mortgage was validly assigned to Bank of America.

B. Appellate Jurisdiction Over the Circuit Court Orders Concerning Dismissal of the Counterclaims

Homeowner also argues on certiorari to this court that the ICA erred in holding that it lacked jurisdiction to review the dismissal of her counterclaims. The ICA determined that, although it had jurisdiction over the Judgment and Foreclosure Decree, it did not have jurisdiction over the Order Granting Motion to Dismiss Counterclaims or the Order Denying Motion for Reconsideration and Certification. For the reasons discussed below, we conclude that the circuit court's Judgment was a final appealable judgment, and thus, there is appellate jurisdiction over all interlocutory orders leading up to the Judgment in this case, including the court's two orders concerning the dismissal of Homeowner's counterclaims.

HRS § 641-1(a)¹⁹ provides for appeals as of right in civil cases from final judgments, orders, or decrees of circuit

¹⁸ It is noted that this decision does not modify notice pleading standards. See Johnston, 369 P.3d at 1055 (explaining that in foreclosure cases a foreclosing plaintiff satisfies notice pleading requirements by simply alleging that it is the holder of the note without attaching any additional documentary evidence).

¹⁹ HRS § 641-1(a) (Supp. 2012) provides, "Appeals shall be allowed in civil matters from all final judgments, orders, or decrees of circuit and

(continued . . .)

and district courts. Thus, a party typically does not have a right to appeal unless there is entry of a final judgment. See Jenkins v. Cades Schutte Fleming & Wright, 76 Hawai'i 115, 118, 869 P.2d 1334, 1337 (1994) (requiring entry of final judgment on a separate document even where orders purport to be final). However, in foreclosure cases, appellate jurisdiction over appeals is further defined by HRS § 667-51, which provides for appellate jurisdiction over a judgment on a decree of foreclosure.

HRS § 667-51(a) provides the following with regard to appeals in foreclosure actions:

Without limiting the class of orders not specified in section 641-1 from which appeals may also be taken, the following orders entered in a foreclosure case shall be final and appealable:

(1) A judgment entered on a decree of foreclosure, and if the judgment incorporates an order of sale or an adjudication of a movant's right to a deficiency judgment, or both, then the order of sale or the adjudication of liability for the deficiency judgment also shall be deemed final and appealable;

(2) A judgment entered on an order confirming the sale of the foreclosed property, if the circuit court expressly finds that no just reason for delay exists, and certifies the judgment as final pursuant to rule 54(b) of the Hawaii rules of civil procedure; and

(3) A deficiency judgment; provided that no appeal from a deficiency judgment shall raise issues relating to the judgment debtor's liability for the deficiency judgment (as opposed to the amount of the deficiency judgment), nor shall the appeal affect the finality of the transfer of

district courts and the land court to the intermediate appellate court, subject to chapter 602."

title to the foreclosed property pursuant to the order confirming sale.

HRS § 667-51 (Supp. 2004) (emphases added). Under HRS § 667-51, foreclosure cases are bifurcated into two separately appealable parts: (1) the decree of foreclosure and order of sale appealable pursuant to HRS § 667-51(a)(1) and (2) all other orders that "fall within the second part of the bifurcated proceedings."²⁰ Mortg. Elec. Registration Sys., Inc. v. Wise, 130 Hawai'i 11, 16, 304 P.3d 1192, 1197 (2013). This is consistent with the court's well-established holding that a decree of foreclosure "finally determines the merits of the controversy." Id. (quoting MDG Supply, Inc. v. Diversified Invs., Inc., 51 Haw. 375, 380, 463 P.2d 525, 528 (1969)).

In this case, the circuit court entered its Judgment on the Foreclosure Decree. As a judgment entered on a decree of foreclosure, it is "final" and "appealable," HRS § 667-51(a), and thus it is a final judgment under HRS § 641-1. Because the

²⁰ Orders confirming sale, deficiency judgments, orders directing the distribution of proceeds, and other orders issued subsequent to the decree of foreclosure are separately appealable pursuant to HRS § 667-51(a)(2)-(3) and therefore "fall within the second part of the bifurcated proceedings." Mortg. Elec. Registration Sys., Inc. v. Wise, 130 Hawai'i 11, 16, 304 P.3d 1192, 1197 (2013); see also Sec. Pac. Mortg. Corp. v. Miller, 71 Haw. 65, 70, 783 P.2d 855, 858 (1989) (treating an appeal from an order confirming sale and for deficiency judgment as separate from an appeal from the decree of foreclosure); E. Sav. Bank, FSB v. Esteban, 129 Hawai'i 154, 296 P.3d 1062 (2013) (treating an appeal from the judgment confirming the foreclosure sale as a separate matter from the judgment of foreclosure).

Judgment was final and complied with HRCP Rule 58,²¹ the ICA had jurisdiction over the circuit court's Judgment.

As an appeal from a final judgment, Homeowner's appeal from the circuit court's Judgment brought up for review "all interlocutory orders not appealable directly as of right which deal with issues in the case." See Ueoka v. Szymanski, 107 Hawai'i 386, 396, 114 P.3d 892, 902 (2005) (quoting Pioneer Mill Co. v. Ward, 34 Haw. 686, 694 (1938)); see also Lussier v. Mau-Van Dev., Inc., 4 Haw. App. 359, 395-96, 667 P.2d 804, 827 (1983) ("It is well-settled that an appeal from a final judgment brings up for appellate review all interlocutory orders dealing with issues in the case not appealable directly as of right."). The circuit court's orders concerning the dismissal of Homeowner's counterclaims were both issued prior to the Foreclosure Decree and concerned issues involving the foreclosure in this case. Thus, Homeowner's appeal of the circuit court's Judgment to the ICA brought up for review the circuit court's Order Granting Motion to Dismiss Counterclaims and Order Denying Motion for Reconsideration and Certification,

²¹ HRCP Rule 58 (2010), provides in relevant part, "Every judgment shall be set forth on a separate document."

in addition to the Foreclosure Decree.²² See Ueoka v. Szymanski, 107 Hawai'i at 396, 114 P.3d at 902.

The circuit court's description of its Foreclosure Decree as interlocutory, and the Judgment's explanation that it was "entered as a final judgment . . . as there is no just reason for delay" has no bearing on whether the court's Judgment is a final, appealable judgment in this case.²³ See Sec. Pac. Mortg. Corp. v. Miller, 71 Haw. 65, 67 n.1, 783 P.2d 855, 856 n.1 (1989) (stating that the use of the term "interlocutory" has no bearing on the finality of the order). Thus, a judgment

²² This conclusion logically follows well-settled law addressing the scope of issues that may be raised on appeal from a foreclosure decree and from an order confirming the foreclosure sale. Issues that are not "unique" to the confirmation of sale must be raised with respect to the foreclosure decree. See, e.g., Wise, 130 Hawai'i at 17-18, 304 P.2d at 1198-99 (concluding that mortgagors were precluded from challenging nominee's standing to bring foreclosure action in an appeal from an order confirming the foreclosure sale). None of the counterclaims would be considered "unique" to the confirmation of sale, and, thus, they must be addressed simultaneously with the foreclosure decree. See id. at 17, 304 P.2d at 1198 ("[W]here an appellant challenges the right of a party to obtain a deficiency judgment in a foreclosure case, he must take his appeal in a timely fashion from the order which finally determined the right to a deficiency, i.e., the order granting summary judgment." (internal quotation marks omitted) (quoting Miller, 71 Haw. at 71, 783 P.2d at 858)).

²³ It appears that the characterization of the Foreclosure Decree as an "interlocutory decree" stems from Bank of America's motion for summary judgment, which requested that "Pursuant to Rule 54(b) of the HRCPP, Plaintiff moves for a determination and direction that there is no just reason for the delay in entry of Judgment and Decree of Foreclosure as a final judgment." HRCPP Rule 54(b) provides that, when there are multiple claims for relief presented in an action, the court may "direct the entry of a final judgment as to one or more but fewer than all of the claims or parties upon an express determination that there is no just reason for delay and upon an express direction for the entry of judgment." It was unnecessary for Bank of America to request a judgment pursuant to HRCPP Rule 54(b) because the decree of foreclosure is a final appealable order as discussed above.

reflecting that it is entered in accordance with HRCP Rule 54(b)²⁴ is not dispositive of whether the Judgment is itself a final, appealable judgment that would allow review of other interlocutory orders.

Accordingly, for the reasons discussed above, the ICA erred in its determination that it did not have jurisdiction over the circuit court's Order Granting Motion to Dismiss Counterclaims or the Order Denying Motion for Reconsideration and Certification. Given that the ICA did not reach the merits of Homeowner's appeal with respect to the dismissal of her counterclaims, we remand the case to the ICA to address the merits of Homeowner's appeal of the dismissal of her counterclaims.²⁵

III. CONCLUSION

For the reasons discussed, the ICA's April 13, 2016 judgment on appeal is vacated. The circuit court's December 9,

²⁴ HRCP Rule 54(b) (2000), provides in relevant part:

When more than one claim for relief is presented in an action; whether as a claim, counterclaim, cross-claim, or third-party claim, or when multiple parties are involved, the court may direct the entry of a final judgment as to one or more but fewer than all of the claims or parties only upon an express determination that there is no just reason for delay and upon an express direction for the entry of judgment.

²⁵ We need not consider Homeowner's arguments regarding her motion for stay and request to allow her home to act as supersedeas bond in light of our disposition of the case.

2014 Judgment is also vacated to the extent it grants summary judgment to Bank of America. The case is remanded to the ICA for a determination of whether the circuit court erred in dismissing Homeowner's counterclaims.

R. Steven Geshell
for petitioner

Jade Lynne Ching,
J. Blaine Rogers and
Kee M. Campbell
for respondents

/s/ Paula A. Nakayama

/s/ Sabrina S. McKenna

/s/ Richard W. Pollack

/s/ Michael D. Wilson

/s/ Colette Y. Garibaldi



THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM OCONEE COUNTY

Court of Common Pleas

Steven C. Kirven, Master-in-Equity

Appellate Case No. 2017-000886

Federal National Mortgage Association, Respondent,

v.

John D. Dalen, Julie A. Dalen and Wawtockace Hills
Property Owners Association, Defendants,

Of whom John D. Dalen and Julie A. Dalen are Appellants,

And

John D. Dalen and Julie A. Dalen, Appellants,

v.

Bank of America, N.A., Successor by merger to BAC
Home Loans Servicing, L.P. f/k/a Countrywide Home
Loans Servicing, L.P., Respondent.

RECEIVED

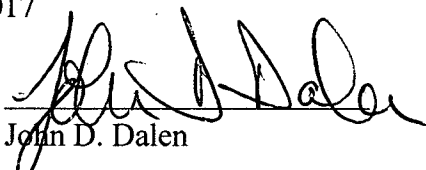
OCT 13 2017

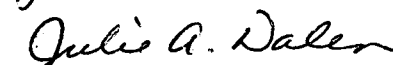
SC Court of Appeals

CERTIFICATION OF RECORD ON APPEAL

I certify that this Record on Appeal contains no matter which is irrelevant to this appeal.

October , 2017


John D. Dalen


Julie A. Dalen

John D. Dalen and Julie A. Dalen
Appearing Pro Per / Appellant(s)
109 Wood Valley Drive
Westminster, SC 29693
Ph. 864.647.4705

Attorney for Respondent Bank of America, N.A.

Brian A. Calub, Esq.
McGuire Woods LLP
Fifth Third Center
201 North Tryon St., Ste. 3000
Charlotte, NC 28202
Ph. 704.343.2000

Attorney for Respondent FNMA

Charles S. Gwynne, Jr., Esq.
Rogers, Townsend & Thomas, PC
P.O. Box 100200
Columbia, SC 29202
Ph. 803.744.1933