

BANK OF AMERICA MORTGAGE FRAUD

COMPLAINT

DISPUTE OF DEBIT/VALIDATION OF DEBT

RICO VIOLATIONS

Gregory P. LaPorta
7260 Early Pioneer Ave
Las Vegas, NV 89129

Comptroller of the Currency
Administrator of National Banks
Case # 01263610
1301 McKinney Street, Suite 3450
Houston, TX 77010-9050

RE: Case # 1263610 & 1278836
Bank of America National Association

Date: October 8, 2010

Dear Madam or Sir:

I am writing in response to your letters dated September 17, 2010 and September 20, 2010 regarding the fraudulent and predatory business practices by Bank of America of which I have been a victim.

I understand that you are also in receipt of correspondence I had sent to the U.S. Department of Justice, dated August 24, 2010, whereas I am seeking a release of my mortgage debt and a refund for all interest and principal money that I have paid to Bank of America.

I would like to state that I am not in foreclosure and am current on my mortgages. I am not seeking a "free house" or trying to get out of paying my mortgages. I am seeking justice to be served for all the heartache and undue stress that I have undergone with trying to deal with this criminal organization on a refinance. I have never been late on my mortgage payments since the inception of the mortgages (\$153,000) through my mortgage originator, First Horizons Home Loans on March 3, 2008.

I would very much like to pay off my small 2nd mortgage (< \$6,000) but I am scared to death to do this because I do not trust Bank of America to release the lean as well as issuing the proper title to my house. I am trying to do the right thing, but considering the circumstances, I keep asking myself why I should continue to pay this criminal organization when millions of Americans have stopped paying and are living "mortgage-free" in their homes. I don't condone what those people are doing, but it begs the question, "Where's justice in all of this for me, the person doing the right thing?" I work hard for my money, pay my bills on-time and am a law-abiding citizen. I guess law-abiding citizens no longer have a place in our society anymore.

On September, 17, 2010, I met with my transactional and litigation attorneys to review the evidence I brought forward involving Bank of America (some of which is explained further on in this letter). Both of my attorneys feel the evidence directly relates to violations under the **Federal Racketeering Influence and Corrupt Organizations Act (RICO)** as well as predatory lending and unethical business practices being perpetrated by Bank of America.

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At this time, I am considering to file federal criminal complaints against several Bank of America employees who had working knowledge of my mortgages **and conspired in 2009 to keep me from entering the Make Home Affordable Refinance Program, a federally mandated program** offered by President Obama's Administration. Bank of America, **by flexing its power and control, devalued my home by more than 50% of the original purchase price to exclude me from entering the program** when I should have been eligible based on other home values in the neighborhood.

Bank of America fails at all opportunities to help homeowners re-finance by purposely keeping properties "underwater" even after receiving T.A.R.P. funds. Bank of America, again, by flexing its power and control, tries to keep me as a debt slave to their criminal organization so they can continue to collect fraudulent fees and antagonize me. This is very un-American and something needs to be done about it, immediately! Again, all of this guarantees employees at Bank of America their own jobs by knowingly disseminating fraudulent bonuses using **federally funded "interest-free" tax-payer money "bailouts"**. **Financial terrorists** have infiltrated the United States and this is a national security concern.

At this time, I would like to summarize the evidence on-hand to which Bank of America has failed to answer upon 3 different Qualified Written Requests submitted to them during the past 4 months:

1. Bank of America does not want me to be eligible for the **Make Home Affordable Refinance Program, a federally mandated program offered by President Obama's Administration.** I assume they are purposely doing this because my originating loan documents would have to be submitted to the federal government for review and discrepancies would then be discovered (i.e.: inconsistencies across documents, incorrect birthdates, incorrect calculations, etc).

I understand that the national banks are saying these discrepancies are "technicalities". **So couldn't these "technicalities" be easily remedied?** Why has Bank of America failed to request that I visit a local branch to re-write my mortgage loans? Why isn't Bank of America coming to the table to acknowledge these issues and work with homeowners to rectify the problem? Simple answer –because Bank of America represents a criminal organization full of white-collar criminals and sociopaths who are looking out for their own self-interests (bonuses = greed) and the hell with American people who are only their customers. No business has ever survived this model. **Bank of America is NOT too big to fail.**

2. **Employees at Bank of America hide behind its corporate shield (a Delaware Corporation).** This is evident by their responses to my Qualified Written Request letters. All letters being generated by Bank of America employees are un-signed by any real person representing this bank and are written in the 3rd person tense using "I" and "My". No bank officer ever put's their name on these letters. The letters are typed with "Sincerely, Customer Service". **Is this typical behavior of white-collar criminals who have things to hide?**
3. **Bank of America, as acknowledged in the media, is suspected of committing securities fraud on thousands of mortgages.** All of the documents they have sent me to date are from First Horizon Home Loans. If Countrywide / Bank of America bought my mortgages through one of their "*back room deals*", why is Bank of America saying Fannie Mae owns the loans now? Bank of America is trying to cover up their greed because they've been caught "in the act" by using homes to gamble on like playing in a "casino". Countrywide filed an Assignment of Deed in

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Trust through the Clark County, Nevada Recorder's Office on July 29, 2008 but Countrywide failed to transfer the mortgage notes, thus breaking the title chain.

How would you feel if you were sending Bank of America mortgage payments each month (not knowing if the payments were going to the respectful owner) but the paperwork Bank of America sends to you upon Qualified Written Requests is in the name of First Horizons Home Loans, another bank?

4. **Bank of America failed to answer my question regarding my mortgage notes.** Borrowers promise to pay states my lender is "First Horizon Home Loans, A Division of First Tennessee Bank N.A.". Why am I paying Bank of America Home Loans? Bank of America is not my lender, but has been acting precariously as my mortgage servicer without my authorization. There is a "Paid to the order of Countrywide Bank FSB stamp" on each mortgage note. **Why didn't Countrywide Bank FSB / Bank of America contact me to go into their bank to sign a new Promissory Note?** This is basic contract law that has been violated and it is criminal because any changes to documents should have included me, the 3rd party. The documents were stamped without my knowledge. Was a notary present during all of this? I don't think so.
5. **Bank of America failed to answer my hypothetical scenario in my 3rd Qualified Written Request.** Let's say I won the lottery and decided to pay my loans off. I pay Bank of America the complete balance but there are promissory notes still outstanding with First Horizon Home Loans. Down the road, First Horizon Home Loans decides to collect on these notes since they are my lender. Isn't this what is called "double jeopardy"? Why is Bank of America screwing me when I did not choose them as my loan servicer? I never signed any papers authorizing Bank of America to become my loan servicer.
6. **Bank of America failed to respond to my request to have the Personal Mortgage Insurance (PMI) removed on my "underwater" property that they dictate as being "underwater".** Bank of America continues to steal \$79.94 each month from me to pay **THEIR** insurance premium on my mortgages should I default. Why am I paying this? I don't go to my mother or father and ask them to pay for my automobile insurance. I pay for it myself. You get the point. This ponzi scheme needs to end and all of this money should be reimbursed to me.

Considering the above circumstances, I feel that it would have been in Bank of America's best interest to re-write my loans based on the following request I had previously sent to Senator Harry Reid's office back on July 3, 2010 when I was originally seeking help regarding my mortgage matters by the Senator. Bank of America has not come to the table with any response to those requests either, of which were:

- **Consolidating my existing loans (along with principal reductions as a penalty to this criminal organization) to the stated market value of \$74,841 as shown on Bank of America's own "What's My Home Worth?" website, dated March 17, 2010.**
- **Offering me either a 15 or 30 year fixed mortgage at current rates on the new loans.** Obviously, I will qualify and have excellent payment history with Bank of America. "Qualifying" should not be the issue.

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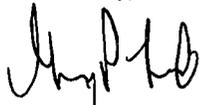
RICO VIOLATIONS

- Applying the roughly \$21,507 in interest that Bank of America has previously collected from me (as another penalty) in these past 29 months to the new loan terms depending on my decision for a 15 or 30 year fixed mortgage. This will help me payoff the home much quicker and make everyone happy in the long term. Of course, we both know that it's in Bank of America's best interest to keep the consumer with "interest in perpetuity" as to destroy the US economy.
- And finally, **Bank of America should issue a personal apology from CEO Brian Moynihan in regards to all the trouble and aggravation I had with his employees and their uncompassionate, arrogant and greedy behaviors.** Mr. Moynihan needs to rebuild my trust, and has a long way to go, but I know he doesn't care, he only sees \$\$\$.

Bank of America has a reckless disregard of the truth and it is evident with the recent media stories, including today's, about Bank of America halting foreclosures in all 50 states due to foreclosure fraud. Bank of America is too busy stealing the American taxpayer's money (as well as their house) via an act of Congress by disseminating fraudulent bonuses using **federally funded "interest-free" tax-payer money "bailouts"**. This is the greatest "heist" ever in the history of the United States and it needs to end!

If you wish to discuss these matters in further detail or to **obtain a list of Bank of America employees, for which federal criminal complaint filings can be pursued by you the regulators**, please let me know.

Sincerely,



Gregory P. LaPorta
Homeowner

CC:

Cogburn Law Offices

Jamie Cogburn, Esq.
Peter Rinato, Esq.
9555 South Eastern Ave
Suite 280
Las Vegas, NV 89123

Bank of America Corporate Center

**Attn: Bank of America Home Loans /
Countrywide Home Loans**
100 North Tryon Street
Charlotte, NC 28255

US Attorney, Daniel G. Bogden

333 South Las Vegas Blvd.
Lloyd George Federal Building
Las Vegas, NV 89101

Federal Bureau of Investigation

935 Pennsylvania Ave, NW
Washington, DC 20535

U.S. Secret Service

Office of Government and Public Affairs
245 Murray Drive - Building 410,
Washington, DC 20223

Fannie Mae

3900 Wisconsin Avenue, N.W.
Washington, DC 20016



Home Loans

*Customer Service Department, CA6-919-01-41
450 American Street
Simi Valley, CA 93065-6298*

July 27, 2010

Gregory Laporta
7260 Early Pioneer Ave,
Las Vegas, NV 89129

Subject: Bank of America Home Loan account ending in: 9401 and 8651
Property Address: 7260 Early Pioneer Ave, Las Vegas NV 89129

Dear Gregory Laporta :

Thank you for contacting Bank of America, with your correspondence dated June 24, 2010, regarding the above-referenced home loan.

The concerns addressed in your correspondence require a further detailed analysis; therefore, we graciously request you allow additional time for our reply. Please know our goal is to surpass your expectations by responding in an impartial and expeditious manner.

In the event you should require additional assistance, please contact the Customer Service Department directly at (800) 669-6607. Thank you for this opportunity to be of service.

Sincerely,

Customer Service



Home Loans

Customer Service Department, CA6-919-01-41
450 American Street
Simi Valley, CA 93065-6298

August 12, 2010

Gregory Laporta
7260 Early Pioneer Avenue
Las Vegas, NV 89129

Re: Bank of America Home Loan Number ending: 9401
Property Address: 7260 Early Pioneer Avenue, Las Vegas, NV 89129

Dear Mr. Laporta:

Thank you for contacting our office with your correspondence dated July 25, 2010. The concerns referenced in your correspondence were forwarded to my attention for review and response.

In your letter, you expressed dissatisfaction with various aspects of the origination of the above-referenced loan. You requested Bank of America to provide you with numerous copies of documents relating to the origination of the subject loan and a loan history including fees assessed to the subject loan.

Below, I have provided a summary of the subject loan. Please note that all other requests are declined as they seek documentation that goes beyond that which is available through a Qualified Written Request made under 12 U.S.C. §2605(B).

Signed copies of the available documents pertaining to the origination of the subject loan were mailed July 28, 2010. The signatures on these documents confirm you received, read, understood, and agreed to the terms and conditions contained within each document. If you had concerns or were not in agreement to the terms and conditions, you were under no obligation to sign the loan documents or continue the loan process.

As you know, Countrywide/Bank of America did not originate the subject loan (please refer to the loan documents provided under separate cover). As the purchaser of a closed loan, Countrywide/Bank of America is not responsible for any misunderstanding or lack of communication between you and the originating entity.

A *Loan Transaction History Statement* was also mailed to you under separate cover that provides a detailed outline of transactions associated with this loan. Please note that the statement provided pertinent information on payments received, tax and insurance payments disbursed, funds in the suspense/unapplied funds balance, and late fees assessed and paid. The *Loan Transaction History Statement* is designed to be user-friendly and there are no codes or terms used that require specific definitions.

Letter to Gregory Laporta
August 12, 2010
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Our records reflect that the subject loan is presently due for the September 2010 installment and has not been referred to foreclosure at this time.

Please refer to the documents mailed under separate cover for details regarding the assessment of late charges, forced placed insurance, inspection fees, interest rate, and interest rate adjustments.

The owner of this loan is Fannie Mae, whose address is 13150 World Gate Dr. Herndon, VA 20170. Bank of America services the loan on behalf of the owner.

~~Annual escrow statements are issued to customers as scheduled. Copies of the issued statements are not retained; however, the information is available in electronic format for associates to discuss with our customers during customer service telephone or correspondence inquiries, or when customers view their loan information on the website.~~

This confirms that force placed insurance has not been purchased in association with this loan.

In the event you would like Bank of America to review your loan for the possibility of payment assistance, the following items are required:

- Evidence of income (2 most recent pay stubs)
- Bank statements (2 most recent)
- Last year's tax returns
- Monthly expenditure information
- Letter of hardship

Please forward the required information to our Home Retention Division by fax at 1.866.619.4249. You may also contact our Home Retention Division directly at 1.800.262.4218. It is important for you to know that assistance is not guaranteed and is dependent on several factors, but Bank of America will look at every option in an effort to assist you.

Please note that a credit block was placed while the issues in your letter were addressed. However, as of the date of this letter, the block has been removed. Further as a member of the credit granting community, Bank of America, like most creditors, relies on the accuracy and validity of the information obtained from the various reporting agencies. ~~Therefore, we will not remove the negative credit reporting from your credit file.~~

Please be advised that, in providing the above response, Bank of America is not limiting or waiving any rights or remedies it may now or hereafter have, whether arising under your loan documents, at law or in equity, all of which rights and remedies are expressly reserved.

In the event you require further assistance, please contact our Customer Service Department at 1.800.669.6607, Monday to Friday, 6 a.m. to 6 p.m., Pacific. Thank you for this opportunity to be of service.

Sincerely,

Customer Service

Home Loans

*Customer Service Department, CA6-919-01-41
450 American Street
Simi Valley, CA 93065-6298*

August 16, 2010

Gregory Laporta
7260 Early Pioneer Avenue
Las Vegas, NV 89129

Subject: Bank of America Home Loan account ending in: 9401 and 8651
Property Address: 7260 Early Pioneer Avenue, Las Vegas, NV 89129

Dear Ms. Laporta:

Thank you for contacting Bank of America, with your correspondence dated July 25, 2010, regarding the above-referenced home loans.

The concerns addressed in your correspondence require a further detailed analysis; therefore, we graciously request you allow additional time for our reply. Please know our goal is to surpass your expectations by responding in an impartial and expeditious manner.

In the event you should require additional assistance, please contact the Customer Service Department directly at (800) 669-6607. Thank you for this opportunity to be of service.

Sincerely,

Customer Service



Home Loans

Customer Service Department, CA6-919-01-41
450 American Street
Simi Valley, CA 93065-6298

August 19, 2010

Gregory P. LaPorta
7260 Early Pioneer Avenue
Las Vegas, NV 89129

Re: Bank of America Home Loan Number ending: 9401
Property Address: 7260 Early Pioneer Avenue, Las Vegas, NV 89129

Dear Mr. LaPorta:

Thank you for contacting our office with your correspondence dated August 03, 2010. The concerns referenced in your correspondence were forwarded to my attention for review and response.

In your letter, you expressed dissatisfaction with various aspects of the origination of the above-referenced loan. You requested Bank of America to provide you with numerous copies of documents relating to the origination of the subject loan and a loan history including fees assessed to the subject loan.

Below, I have provided a summary of the subject loan. Please note that all other requests are declined as they seek documentation that goes beyond that which is available through a Qualified Written Request made under 12 U.S.C. §2605(B).

Signed copies of the available documents pertaining to the origination of the subject loan were mailed August 16, 2010. The signatures on these documents confirm you received, read, understood, and agreed to the terms and conditions contained within each document. If you had concerns or were not in agreement to the terms and conditions, you were under no obligation to sign the loan documents or continue the loan process.

As you know, Countrywide/Bank of America did not originate the subject loan (please refer to the loan documents provided under separate cover). As the purchaser of a closed loan, Countrywide/Bank of America is not responsible for any misunderstanding or lack of communication between you and the originating entity.

A *Loan Transaction History Statement* was also mailed to you under separate cover that provides a detailed outline of transactions associated with this loan. Please note that the statement provided pertinent information on payments received, tax and insurance payments disbursed, funds in the suspense/unapplied funds balance, and late fees assessed and paid. The *Loan Transaction History Statement* is designed to be user-friendly and there are no codes or terms used that require specific definitions. Additionally, our records reflect the subject loan does not have any fees due. Please note that paid late charges will be reported to the IRS as interest paid.

Our records reflect that the subject loan is presently due for the September 2010 installment and has not been referred to foreclosure at this time.

Please refer to the documents mailed under separate cover for details regarding the assessment of late charges, forced placed insurance, inspection fees, interest rate, and interest rate adjustments.

Letter to Gregory P. LaPorta
August 19, 2010
Page Two (2)

The owner of this loan is Fannie Mae, whose address is 13150 World Gate Dr. Herndon, VA 20170. Bank of America services the loan on behalf of the owner.

Annual escrow statements are issued to customers as scheduled. Copies of the issued statements are not retained; however, the information is available in electronic format for associates to discuss with our customers during customer service telephone or correspondence inquiries, or when customers view their loan information on the website.

This confirms that force placed insurance has not been purchased in association with this loan.

In the event you would like Bank of America to review your loan for the possibility of payment assistance, the following items are required:

- Evidence of income (2 most recent pay stubs)
- Bank statements (2 most recent)
- Last year's tax returns
- Monthly expenditure information
- Letter of hardship

Please forward the required information to our Home Retention Division by fax at 1.866.619.4249. You may also contact our Home Retention Division directly at 1.800.262.4218. It is important for you to know that assistance is not guaranteed and is dependent on several factors, but Bank of America will look at every option in an effort to assist you.

Please note that a credit block was placed while the issues in your letter were addressed. However, as of the date of this letter, the block has been removed. Further as a member of the credit granting community, Bank of America, like most creditors, relies on the accuracy and validity of the information obtained from the various reporting agencies. Therefore, we will not remove the negative credit reporting from your credit file.

Please be advised that, in providing the above response, Bank of America is not limiting or waiving any rights or remedies it may now or hereafter have, whether arising under your loan documents, at law or in equity, all of which rights and remedies are expressly reserved.

In the event you require further assistance, please contact our Customer Service Department at 1.800.669.6607, Monday to Friday, 6 a.m. to 6 p.m., Pacific. Thank you for this opportunity to be of service.

Sincerely,

Customer Service



Home Loans

Customer Service Department, CA6-919-01-41
450 American Street
Simi Valley, CA 93065-6298

August 20, 2010

Gregory P Laporta
7260 Early Pioneer Ave
Las Vegas, NV 89129

Re: Bank of America Home Loan account ending: 9401 & 8651
Property Address: 7260 Early Pioneer Ave, Las Vegas, NV 89129

Dear Gregory P Laporta:

Thank you for contacting our office with your correspondence dated June 29, 2010. The concerns referenced in your correspondence were forwarded to my attention for review and response.

In your letter, you expressed dissatisfaction with various aspects of the origination of the above-referenced loan. You requested Bank of America to provide you with numerous copies of documents relating to the origination of the subject loan and a loan history including fees assessed to the subject loan

Although your "QWR" is overly broad, unduly burdensome and not in conformity with 12 U.S.C. §2605, we did review our file documents in an attempt to obtain information responsive to those of your inquiries which were consistent with 12 U.S.C. §2605. The results of this review of your loan files are set forth below and in the documents attached hereto. Below, I have provided a summary of the subject loan. Please note that all other requests are declined as they seek documentation that goes beyond that which is available through a Qualified Written Request made under 12 U.S.C. §2605(B).

Please note that loan ending 8651 is a subordinate lien mortgage, which does not fall under the provisions of a QWR in accordance with the Real Estate Settlement Procedures Act ("RESPA"). As a courtesy, copies of the available documents relating to the origination of loan ending 8651 along with a *Loan Transaction History Statement* were mailed to you on July 28, 2010.

The owner and servicer of loan ending 8651 is Bank of America, whose address is 225 W. Hillcrest Dr., Thousand Oaks, CA 91360.

Further, the owner of loan ending 9401 is Fannie Mae, whose address is 13150 World Gate Dr. Herndon, VA 20170. Bank of America services the loan on behalf of the owner.

I will address your remaining inquiries relating to loan ending 9401 that require a response:

Signed copies of the available documents pertaining to the origination of the subject loan were mailed to you on July 28, 2010 under separate cover. The signatures on these documents confirm the borrowers received, read, understood, and agreed to the terms and conditions contained within each document. If the borrowers had concerns or were not in agreement to the terms and conditions, they were under no obligation to sign the loan documents or continue the loan process.

Letter to Gregory P Laporta
August 20, 2010
Page Two (2)

As you know, Countrywide/Bank of America did not originate the subject loan (please refer to the loan documents provided under separate cover). As the purchaser of a closed loan, Countrywide/Bank of America is not responsible for any misunderstanding or lack of communication between you and the originating entity.

A *Loan Transaction History Statement* was also mailed to you under separate cover that provides a detailed outline of transactions associated with this loan. Please note that the statement provided pertinent information on payments received, tax and insurance payments disbursed, funds in the suspense/unapplied funds balance, and late fees assessed and paid. The *Loan Transaction History Statement* is designed to be user-friendly and there are no codes or terms used that require specific definitions. Additionally, our records indicate no fees have been assessed to the subject loan since inception. Please note that paid late charges will be reported to the IRS as interest paid.

Our records reflect that the subject loan is presently due for the September 2010 installment and has not been referred to foreclosure at this time.

Please refer to the documents mailed under separate cover for details regarding the assessment of late charges, forced placed insurance and inspection fees.

Annual escrow statements are issued to customers as scheduled. Copies of the issued statements are not retained; however, the information is available in electronic format for associates to discuss with our customers during customer service telephone or correspondence inquiries, or when customers view their loan information on the website

This confirms that no force placed insurance has been purchased in association with this loan.

In the event you would like Bank of America to review your loan for the possibility of payment assistance, the following items are required:

- Evidence of income (2 most recent pay stubs)
- Bank statements (2 most recent)
- Last year's tax returns
- Monthly expenditure information
- Letter of hardship

Please forward the required information to our Home Retention Division by fax at 1.866.619.4249. You may also contact our Home Retention Division directly at 1.800.262.4218. It is important for you to know that assistance is not guaranteed and is dependent on several factors, but Bank of America will look at every option in an effort to assist you.

Please note that a credit block was placed while the issues in your letter were addressed. However, as of the date of this letter, the block has been removed. Further as a member of the credit granting community, Bank of America, like most creditors, relies on the accuracy and validity of the information obtained from the various reporting agencies. Therefore, we will not remove the negative credit reporting from your credit file.

Letter to Gregory P Laporta
August 20, 2010
Page Three (3)

Please be advised that, in providing the above response, Bank of America is not limiting or waiving any rights or remedies it may now or hereafter have, whether arising under your loan documents, at law or in equity, all of which rights and remedies are expressly reserved.

In the event you require further assistance, please contact our Customer Service Department at 1.800.669.6607, Monday to Friday, 6 a.m. to 6 p.m., Pacific. Thank you for this opportunity to be of service.

Sincerely,

Customer Service



Home Loans

Customer Service Department, CA6-919-01-41
450 American Street
Simi Valley, CA 93065-6298

September 28, 2010

Gregory Laporta
7260 Early Pioneer Avenue
Las Vegas NV 89129

Re: Bank of America Home Loan account ending in: 9401
Property Address: 7260 Early Pioneer Ave, Las Vegas, NV 89129

Dear Mr. Laporta:

Thank you for contacting our office with your letter dated September 5, 2010, addressed to BAC Home Loans Servicing, LP ("BAC Home Loans"), a subsidiary of Bank of America, N.A.

Bank of America has carefully reviewed the information you provided and has determined that your inquiry does not appear to be specifically related to a servicing concern related to your loan.

Your loan remains in full force and effect, and we will continue to service your loan in accordance with the valid, binding loan documents that you signed. Signed copies of the available documents pertaining to the origination of the subject loan were mailed September 20, 2010 for your review and confirmation.

Thank you for this opportunity to be of service.

Sincerely,

Customer Service

Enclosures