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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

NOTICE OF RECONVEYANCE

2009 062407

2009 SEP 11 AM 11:15

Contract # 5150490
Payee: Wendy Maar d.b.a.
Loan Resolution Specialist,
CITIZENS FINANCIAL BANK
ATTN: ADMINISTRATION DEPT
1100 E. JOLIET STREET
DYER [46311] INDIANA
(\$412,500)-51-53 Elizabeth St.

MICHAEL A. BROWN
RECORDER

Payor: DONALD FLETCHER, JR
c/o 12948 S. 82ND AVENUE PALOS PARK [60464] ILLINOIS

I, Donald: Fletcher Jr, herein "Settlor," state the facts contained herein are true, correct, complete, and not misleading, to the best of my personal knowledge. I am Creditor for the legal fiction DONALD FLETCHER JR, organization #361-70-5600, and have PREPAID EXEMPT status as evidenced by UCC-1 Financing Statement # as the testimony of the Secretary of State Indiana.

On January 09, 2006, Settlor, signed for his legal fiction DONALD FLETCHER JR, on a Deed of Trust recorded at Document # _____, of LAKE COUNTY, INDIANA, DONALD FLETCHER JR, herein "BORROWER," was named as Trustor to a trust presented by Chicago Title Insurance Co. that was named as Trustee, hereinafter "TRUSTEE." The BORROWER as Trustor entrusted the Deed of Trust as a title to be held by the TRUSTEE until the loan # 5150490 was paid to CITIZENS FINANCIAL BANK, as the Beneficiary.

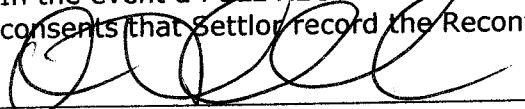
The Deed stated that the BORROWER as Trustor granted a list of measurements of a fictitious location, entitled legal description to the Beneficiary, which became the property of the Beneficiary as the Grantee.

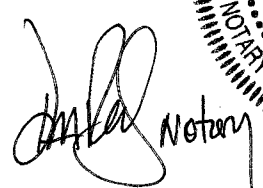
The Settlor signed a Promissory Note for the BORROWER evidencing consideration, and delivered it to the TRUSTEE who accepted the Note as payment for the loan based upon Settlor prepaid exempt status, thereby discharging the debt the BORROWER, as Trustor, had with the Beneficiary.

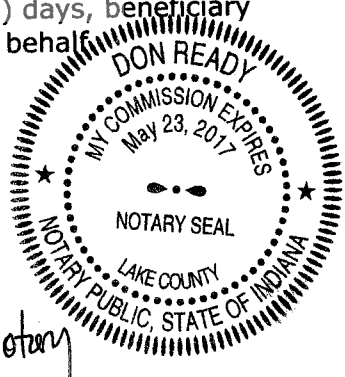
The TRUSTEE inadvertently failed to register the Promissory Note and therefore the Lake County, Indiana Recorder as Public Fiduciary will register and deliver this security to Beneficiary's agent as evidence that the loan has been discharged for the public record and that the trust has been executed and hereby terminated.

The Beneficiary has ten (10) days to record a FULL RECONVEYANCE to original TRUSTOR.

In the event a FULL RECONVEYANCE is not recorded in ten (10) days, beneficiary consents that Settlor record the Reconveyance in Beneficiary's behalf.


Donald: Fletcher Jr, Settlor


Notary



#58
CS
CIA

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$412,500.00	01-09-2006	01-12-2011	5150490	185 / 0601	60156999	0445	
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: Donald Fletcher
 PO Box 54
 Palos Heights, IL 60463

Lender: CITIZENS FINANCIAL BANK
 1100 E. JOLIET ST.
 DYER, IN 46311
 (219) 322-5314

Principal Amount: \$412,500.00

Interest Rate: 7.630%

Date of Note: January 9, 2006

PROMISE TO PAY. Donald Fletcher ("Borrower") promises to pay to CITIZENS FINANCIAL BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Four Hundred Twelve Thousand Five Hundred & 00/100 Dollars (\$412,500.00), together with interest at the rate of 7.630% per annum on the unpaid principal balance from January 12, 2006, until paid in full.

PAYMENT. Borrower will pay this loan in 59 regular payments of \$3,112.81 each and one irregular last payment estimated at \$382,581.29. Borrower's first payment is due February 12, 2006, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on January 12, 2011, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

PREPAYMENT PENALTY. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Upon prepayment of this Note, Lender is entitled to the following prepayment penalty: The Borrower may prepay the entire unpaid balance of principal and interest during the first twelve months of the loan by paying a prepayment fee of 3% of the unpaid principal balance. The Borrower may prepay the entire unpaid balance of principal and interest during the second year of the term by paying a prepayment fee of 2% of the unpaid principal balance. The Borrower may prepay the entire unpaid balance of principal and interest during the third through fifth year of the term by paying a prepayment fee of 1% of the unpaid principal balance. After the first five years of the loan term, the Borrower may prepay the principal balance in whole or in part without premium or penalty. No other prepayments are permitted. Any partial prepayment shall be made on the date monthly payments of principal and interest are due. No partial prepayment shall postpone the due date of any monthly payment hereunder or, solely as a result of such partial prepayment, reduce the amount of any monthly payment due hereunder, unless the Lender agrees otherwise in writing. Except for the foregoing, Borrower may pay all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Citizens Financial Bank, 1100 E. Joliet Street Dyer, IN 46311.

LATE CHARGE. If a payment is 15 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the interest rate on this Note 5.000 percentage points. The interest rate will not exceed the maximum rate permitted by applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with any loan.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty

PROMISSORY NOTE
(Continued)

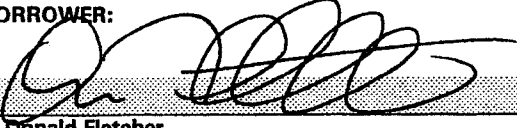
Loan No: 5150490

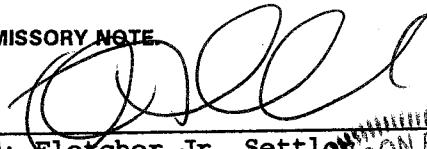
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PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. BORROWER AGREES TO THE TERMS OF THE NOTE.

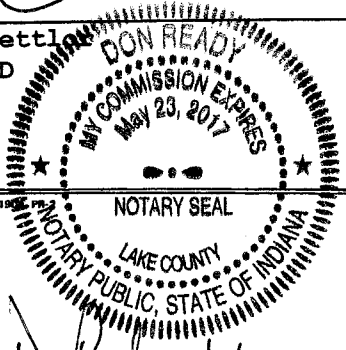

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

X 
Donald Fletcher


Donald: Fletcher Jr. Settler
EIN # 361705600 PREPAID

LASER PRO Lending, Ver. 5.28.00.004 Copr. Highland Financial Solutions, Inc. 1997, 2006. All Rights Reserved. - IN L:\CFRL\LD20.FC TR-1906.PK2


NOTARY SEAL
DON READY
MY COMMISSION EXPIRES
May 23, 2017
LAKE COUNTY
NOTARY PUBLIC, STATE OF INDIANA




Donald: Fletcher Jr. (without prejudice)
c/o 12948 S. 82nd Avenue (non-domestic)
Palos Park [60464] Illinois

CITIZENS FINANCIAL BANK
ATTN: ADMINISTRATION DEPARTMENT
1100 E. JOLIET STREET
DYER [46311] INDIANA
(S412,500) 51-53 Elizabeth Street

Certified Mail #:

August 31, 2009

RESPA QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT & VALIDATION OF DEBT LETTER, TILA REQUEST

This letter is a "qualified written request" in compliance with and under the Real Estate Settlement Procedures Act, 12 U.S.C. Section 2605(e) and Regulation X at 24 C.F.R. 3500, and The Gramm Leach Bliley Act.

REF: Alleged Account # 5150490

Dear: PRESIDENT/ VICE PRESIDENT (CITIZENS FINANCIAL BANK):

I am (we are) writing to you to complain about the accounting and servicing of this mortgage and my (our) need for understanding and clarification of various sale, transfer, funding source, legal and beneficial ownership, charges, credits, debits, transactions, reversals, actions, payments, analyses and records related to the servicing of this account from its origination to the present date.

To date, the documents and information I (we) have, that you have sent, and any conversations with your service representatives, have been unproductive and have not answered many questions. I dispute this alleged debt.

It is my (our) understanding that your company may have been accused of engaging in one or more predatory servicing or lending and servicing schemes. As a consumer, I am (we are) extremely concerned about such practices by anyone, let alone this mortgage company or anyone who has any interest this matter. I am (we are) concerned that such abuses are targeting the uneducated and uninformed consumer and disadvantaged, poor, elderly and minority Americans.

Needless to say, I am (we are) most concerned. I am (we are) worried that potential fraudulent and deceptive practices by unscrupulous mortgage brokers; sales and transfers of mortgage servicing rights; deceptive and fraudulent servicing practices to enhance balance sheets; deceptive, abusive and fraudulent accounting tricks and practices may have

also negatively affected any credit rating, mortgage account and/or the debt or payments that I am (we are) currently, or may be legally obligated to. I (we) hereby demand absolute 1st hand evidence from you of the original un-certificated or certificated security regarding account number 5150490. In the event you do not supply me (us) with the very security it will be a positive confirmation on your part that you never really created and owned one. I (we) also hereby demand that a chain of transfer from you to wherever the security is now be promptly sent to me (us) as well. Absent the actual evidence of the security I (we) have no choice but to dispute the validity of your lawful ownership, funding, entitlement right, and the current debt you allege I (we) owe. By debt I am (we are) referring to the principal balance you claim I (we) owe; the calculated monthly payment, calculated escrow payment and any fees claimed to be owed by you or any trust or entity you may service or sub service for.

To independently validate this debt, I (we) need to conduct a complete exam, audit, review and accounting of this mortgage account from its inception through the present date. Upon receipt of this letter, please refrain from reporting any negative credit information [if any] to any credit reporting agency until you respond to each of the requests.

I (we) also request that you kindly conduct your own investigation and audit of this account since its inception to validate the debt you currently claim I (we) owe. I (we) would like you to validate this debt so that it is accurate to the penny!

Please do not rely on previous servicer's or originators records, assurances or indemnity agreements and refuse to conduct a full audit and investigation of this account. I/we understand that potential abuses by you or previous servicer's could have deceptively, wrongfully, unlawfully, and/or illegally:

Increased the amounts of monthly payments.

Increased the principal balance I/we owe;

Increased escrow payments;

Increased the amounts applied and attributed toward interest on this account;

Decreased the proper amounts applied and attributed toward principal on this account; and/or

Assessed, charged and/or collected fees, expenses and misc. charges I am not legally obligated to pay under this mortgage, note and/or deed of trust.

I/we request you insure that I (we) have not been the victim of such predatory servicing or lending practices.

To insure this, I (we) have authorized a thorough review, examination, accounting and audit of account # 5150490 by mortgage auditing and predatory servicing or lending experts. This exam and audit will review this mortgage account file from the date of initial contact, application and the origination of this account to the present date written above.

Again this is a Qualified Written Request under the Real Estate Settlement Procedures Act, codified as Title 12 § 2605 (e)(1)(B) (e) and Reg. X § 3500.21(f)2 of the United States Code as well as a request under Truth In Lending Act [TILA] 15 U.S.C. § 1601, et seq. RESPA provides substantial penalties and fines for non-compliance or failure to answer my (our) questions provided in this letter within thirty [30] days of its receipt!

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

documents requested and answers to our questions are needed by me (us) and others to insure that this loan:

Was originated in lawful compliance with all federal and state laws, regulations including, but not limited to Title 62 of the Revised Statutes, RESPA, TILA, Fair Debt Collection Act, HOEPA and other laws;

That any sale or transfer of this account or monetary instrument, was conducted in accordance with proper laws and was a lawful sale with complete disclosure to all parties with an interest;

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

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

That each servicers and/or sub-servicers of this mortgage has serviced this mortgage in accordance with statute, laws and the terms of mortgage, monetary instrument/deed of trust;

That each servicers and sub-servicers of this mortgage has serviced this mortgage in compliance with local, state and federal statutes, laws and regulations;

That this mortgage account has properly been credited, debited, adjusted, amortized and charged correctly;

That interest and principal have been properly calculated and applied to this loan;

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

In order to validate this debt and audit this account, I (we) need copies of pertinent documents to be provided to me (us). I (we) also need answers, certified, in writing, to various servicing questions. For each record kept on computer or in any other electronic file or format, please provide a paper copy of all information in each field or record in each computer system, program or database used by you that contains any information on this account number or my/our name.

As such, please send to Notary Public, at the address listed, copies of the documents requested below as soon as possible. Please also provide copies of:

- 1) Any certificated or un-certificated security, front and back, used for the funding of account # **5150490**
- 2) Any and all "Pool Agreement(s)" including account # **5150490** between **CITIZENS FINANCIAL BANK** and any government sponsored entity, hereinafter (GSE).
- 3) Any and all "Deposit Agreement(s)" regarding account # **5150490** or the "Pool Agreement" including account # **5150490** and any GSE.

- 4) Any and all "Servicing Agreement(s)" between **CITIZENS FINANCIAL BANK** and any GSE.
- 5) Any and all "Custodial Agreement(s)" between **CITIZENS FINANCIAL BANK** and any GSE.
- 6) Any and all "Master Purchasing Agreement" between **CITIZENS FINANCIAL BANK** and any GSE.
- 7) Any and all "Issuer Agreement(s)" between **CITIZENS FINANCIAL BANK** and any GSE.
- 8) Any and all "Commitment to Guarantee" agreement(s) between **CITIZENS FINANCIAL BANK** and any GSE.
- 9) Any and all "Release of Document agreements" between **CITIZENS FINANCIAL BANK** and any GSE.
- 10) Any and all "Master Agreement for servicer's Principle and Interest Custodial Account" between **CITIZENS FINANCIAL BANK** and any GSE.
- 11) Any and all "Servicers Escrow Custodial Account" between **CITIZENS FINANCIAL BANK** and any GSE.
- 12) Any and all "Release of Interest" agreements between **CITIZENS FINANCIAL BANK** and any GSE.
- 13) Any Trustee agreement(s) between **CITIZENS FINANCIAL BANK** and **CITIZENS FINANCIAL BANK** trustee regarding account # **5150490** or pool accounts with any GSE.
- 14) Please send to the requester a copy of any documentation evidencing any trust relationship regarding the Mortgage/Deed of Trust and any Note in this matter.
- 15) Please send to the requester a copy of any and all document(s) establishing any Trustee of record for the Mortgage/Deed of Trust and any Note.
- 16) Please send to the requester a copy of any and all document(s) establishing the date of any appointment of Trustee Mortgage/Deed of Trust and any Note. Please also include any and all assignments or transfers or nominees of any substitute trustee(s).
- 17) Please send to the requester a copy of any and all document(s) establishing any Grantor for this Mortgage/Deed of Trust and any Note.
- 18) Please send to the requester a copy of any and all document(s) establishing any Grantee for this Mortgage/Deed of Trust and any Note.
- 19) Please send to the requester a copy of any and all document(s) establishing any Beneficiary for this Mortgage/Deed of Trust and any Note.

- 20) Please send to the requester any documentation evidencing the Mortgage or Deed of trust is **not** a constructive trust or any other form of trust.
- 21) All data, information, notations, text, figures and information contained in your mortgage servicing and accounting computer systems including, but not limited to Alltel or Fidelity CPI system, or any other similar mortgage servicing software used by you, any servicers, or sub-servicers of this mortgage account from the inception of this account to the date written above.
- 22) All descriptions and legends of all Codes used in your mortgage servicing and accounting system so that the examiners, auditors and experts retained to audit and review this mortgage account may properly conduct their work.
- 23) All assignments, transfers, allonge, or other document evidencing a transfer, sale or assignment of this mortgage, deed of trust, monetary instrument or other document that secures payment by me to this obligation in this account from the inception of this account to the present date including any such assignments on MERS.
- 24) All records, electronic or otherwise, of assignments of this mortgage, monetary instrument or servicing rights to this mortgage including any such assignments on MERS.
- 25) All deeds in lieu, modifications to this mortgage, monetary instrument or deed of trust from the inception of this account to the present date.
- 26) The front and back of each and every canceled check, money order, draft, debit or credit notice issued to any servicers of this account for payment of any monthly payment, other payment, escrow charge, fee or expense on this account.
- 27) All escrow analyses conducted on this account from the inception of this account until the date of this letter;
- 28) The front and back of each and every canceled check, draft or debit notice issued for payment of closing costs, fees and expenses listed on any and all disclosure statement(s) including, but not limited to, appraisal fees, inspection fees, title searches, title insurance fees, credit life insurance premiums, hazard insurance premiums, commissions, attorney fees, points, etc.
- 29) Front and back copies of all payment receipts, checks, money orders, drafts, automatic debits and written evidence of payments made by others or me/us on this account.
- 30) All letters, statements and documents sent to me (us) by your company;
- 31) All letters, statements and documents sent to me (us) by agents, attorneys or representatives of your company;
- 32) All letters, statements and documents sent to us by previous servicers, sub-servicers or others in your account file or in your control or possession or in the control or possession of any affiliate, parent company, agent, sub-servicers, servicers, attorney or other representative of your company.
- 33) All letters, statements and documents contained in this account file or imaged by you, any servicers or sub-servicers of this mortgage from the inception of this account to present date.

- 34) All electronic transfers, assignments, sales of the note/asset, mortgage, deed of trust or other security instrument.
- 35) All copies of property inspection reports, appraisals, BPOs and reports done on the property.
- 36) All invoices for each charge such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense, which has been charged to this mortgage account from the inception of this account to the present date.
- 37) All checks used to pay invoices for each charged such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense which has been charged to this mortgage account from the inception of this account to the present date.
- 38) All agreements, contracts and understandings with vendors that have been paid for any charge on this account from the inception of this account to the present date.
- 39) All account servicing records, payment payoffs, payoff calculations, ARM audits, interest rate adjustments, payment records, transaction histories, account histories, accounting records, ledgers, and documents that relate to the accounting of this account from the inception of this account until present date?
- 40) All account servicing transaction records, ledgers, registers and similar items detailing how this account has been serviced from the from the inception of this account until present date?

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

ACCOUNT ACCOUNTING & SERVICING SYSTEMS

- 1) Please identify for me (us) each account accounting and servicing system used by you and any sub-servicers or previous servicers from the inception of this account to the present date so that this experts can decipher the data provided.
- 2) For each account accounting and servicing system identified by you and any sub-servicers or previous servicers from the inception of this account to the present date, please provide the name and address of the company or party that designed and sold the system.
- 3) For each account accounting and servicing system used by you and any sub-servicers or previous servicers from the inception of this account to the present date, please provide the complete transaction code list for each system so that I (we), and others can adequately audit this account.

DEBITS & CREDITS

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

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

MORTGAGE & ASSIGNMENTS

- 1) Has each sale, transfer or assignment of this mortgage, monetary instrument, deed of trust or any other instrument I/we executed to secure this debt been recorded in the county property records in the county and state in which my property is located from the inception of this account to the present date? Yes or No?
- 2) If not, why?
- 3) Is your company the servicers of this mortgage account or the holder in due course and beneficial owner of this mortgage, monetary instrument and/or deed of trust?
- 4) Have any sales, transfers or assignments of this mortgage, monetary instrument, deed of trust or any other instrument I (we) executed to secure this debt been recorded in any electronic fashion such as MERS or other internal or external recording system from the inception of this account to the present date? Yes or No?
- 5) If yes, please detail for me (us) the names of each seller, purchaser, assignor, assignee or any holder in due course to any right or obligation of any note, mortgage, deed or security instrument I (we) executed securing the obligation on this account that was not recorded in the county records where my/our property is located whether they be mortgage servicing rights or the beneficial interest in the principal and interest payments.

ATTORNEY FEES

- 1) For purposes of my questions below dealing with attorney fees, please consider the terms attorney fees and legal fees to be one in the same.
- 2) Have attorney fees ever been assessed to this account from the inception of this account to the present date?
- 3) If yes, please detail each separate assessment, charge and collection of attorney fees to this account from the inception of this account to the present date and the date of such assessment to this account?
- 4) Have attorney fees ever been charged to this account from the inception of this account to the present date?
- 5) If yes, please detail each separate charge of attorney fees to this account from the inception of this account to the present date and the date of such charge to this account?

- 6) Have attorney fees ever been collected from this account from the inception of this account to the present date?
- 7) If yes, please detail each separate collection of attorney fees from this account from the inception of this account to the present date and the date of such collection from this account?
- 8) Please provide for me (us) the name and address of each attorney or law firm that has been paid any fees or expenses related to this account from the inception of this account to the present date?
- 9) Please identify for me (us) in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I/we signed authorized the assessment, charge or collection of attorney fees?
- 10) Please detail and list for me (us) in writing each separate attorney fee assessed to this account and for which corresponding payment period or month such fee was assessed from the inception of this account to present date.
- 11) Please detail and list for me (us) in writing each separate attorney fee collected from this account and for which corresponding payment period or month such fee was collected from the inception of this account to present date.
- 12) Please detail and list for me (us) in writing any adjustments in attorney fees assessed and on what date such adjustment was made and the reasons for such adjustment.
- 13) Please detail and list for me (us) in writing any adjustments in attorney fees collected and on what date such adjustment was made and the reasons for such adjustment.
- 14) Has interest been charged on any attorney fee assessed or charged to this account? Yes or No?
- 15) Is interest allowed to be assessed or charged on attorney fees charged or assessed to this account? Yes or No?
- 16) How much in total attorney fees have been assessed to this account from the inception of this account until present date? \$ _____
- 17) How much in total attorney fees have been collected on this account from the inception of this account until present date? \$ _____
- 18) How much in total attorney fees have been charged to this account from the inception of this account until present date? \$ _____
- 19) Please send to me/us copies of all invoices and detailed billing statements from any law firm or attorney that has billed such fees that been assessed or collected from this account.

SUSPENSE/UNAPPLIED ACCOUNTS

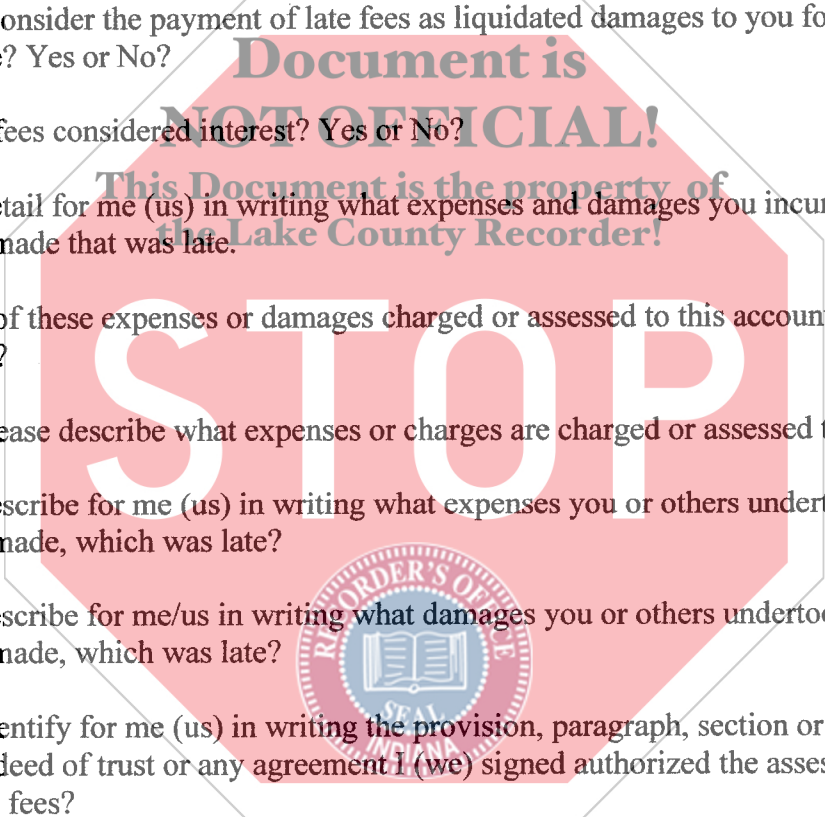
For purposes of this section, please treat the term suspense account and unapplied account as one in the same.

- 1) Has there been any suspense or unapplied account transactions on this account from the inception of this account until present date?
- 2) If yes, please explain the reason for each and every suspense transaction that occurred on this account? If no, please skip the questions in this section dealing with suspense and unapplied accounts.
- 3) In a spreadsheet or in letter form in a columnar format, please detail for me (us) each and every suspense or unapplied transaction, both debits and credits that has occurred on this account from the inception of this account until present date?

LATE FEES

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

- 1) Have you reported the collection of late fees on this account as interest in any statement to me (us) or to the IRS? Yes or No?
- 2) Has any previous servicers or sub-servicers of this mortgage reported the collection of late fees on this account as interest in any statement to us or to the IRS? Yes or No?
- 3) Do you consider the payment of late fees as liquidated damages to you for not receiving payment on time? Yes or No?
- 4) Are late fees considered interest? Yes or No?
- 5) Please detail for me (us) in writing what expenses and damages you incurred for any payment I (we) made that was late.
- 6) Are any of these expenses or damages charged or assessed to this account in any other way? Yes or No?
- 7) If yes, please describe what expenses or charges are charged or assessed to this account?
- 8) Please describe for me (us) in writing what expenses you or others undertook due to any payment I (we) made, which was late?
- 9) Please describe for me/us in writing what damages you or others undertook due to any payment I (we) made, which was late?
- 10) Please identify for me (us) in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I (we) signed authorized the assessment or collection of late fees?
- 11) Please detail and list for me (us) in writing each separate late fee assessed to this account and for which corresponding payment period or month such late fee was assessed from the inception of this account to present date.



12) Please detail and list for me (us) in writing each separate late fee collected from this account and for which corresponding payment period or month such late fee was collected from the inception of this account to present date.

13) Please detail and list for me (us) in writing any adjustments in late fees assessed and on what date such adjustment was made and the reasons for such adjustment.

14) Has interest been charged on any late fee assessed or charged to this account? Yes or No?

15) Is interest allowed to be assessed or charged on late fees charged or assessed to this account? Yes or No?

16) Have any late charges been assessed to this account? Yes or No?

17) If yes, how much in total late charges have been assessed to this account from the inception of this account until present date? \$ _____

18) Please provide me/us with the exact months or payment dates you or other previous servicers of this account claim I (we) have been late with a payment from the inception of this account to the present date.

19) Have late charges been collected on this account from the inception of this account until present date? Yes or No?

20) If yes, how much in total late charges have been collected on this account from the inception of this account until present date? \$ _____

PROPERTY INSPECTIONS

1) For purposes of this section property inspection and inspection fee refer to any inspection of property by any source and any related fee or expense charged, assessed or collected for such inspection.

2) Have any property inspections been conducted on my property from the inception of this account until the present date?

3) If your answer is no, you can skip the rest of these questions in this section concerning property inspections?

4) If yes, please tell us the date of each property inspection conducted on my property that is the secured interest for this mortgage, deed or note?

5) Please tell me (us) the price charged for each property inspection?

6) Please tell me (us) the date of each property inspection?

7) Please tell me (us) the name and address of each company and person who conducted each property inspection on my (our) property?

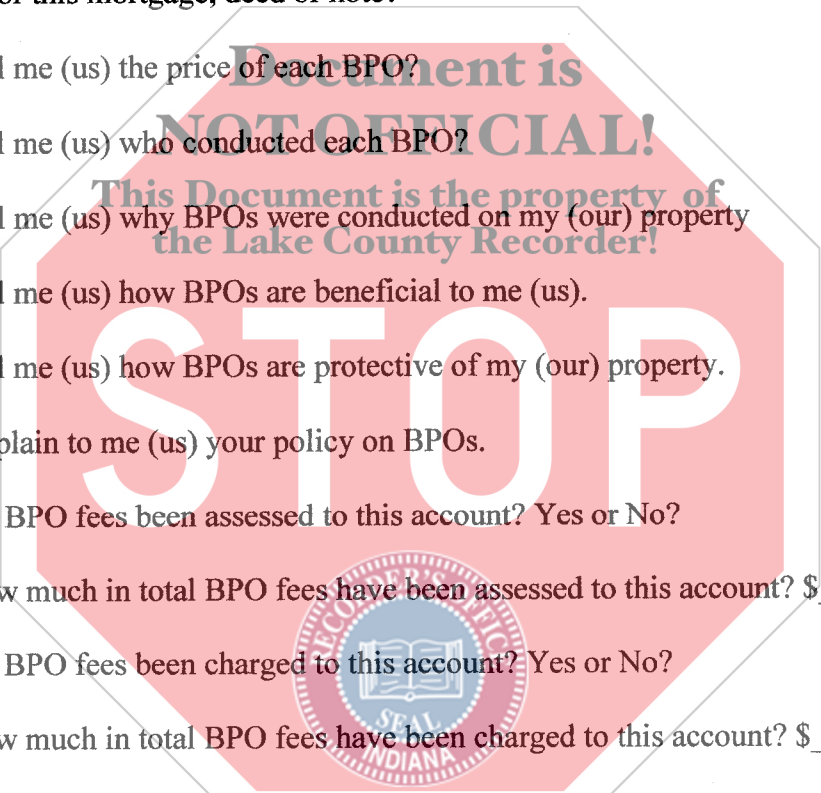
8) Please tell me (us) why property inspections were conducted on my (our) property?

- 9) Please tell me (us) how property inspections are beneficial to me (us).
- 10) Please tell me (us) how property inspections are protective of my (our) property.
- 11) Please explain to me (us) your policy on property inspections.
- 12) Do you consider the payment of inspection fees as a cost of collection? Yes or No?
- 13) If yes, why?
- 14) Do you use property inspections to collect debts? Yes or No?
- 15) Have you used any portion of the property inspection process on my property to collect a debt or inform me (us) of a debt, payment or obligation I (we) owe?
- 16) If yes, please answer when and why?
- 17) Please identify for me (us) in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I (we) signed that authorized the assessment or collection of property inspection fees?
- 18) Have you labeled in any record or document sent to me (us) a property inspection as a misc. advance? Yes or No?
- 19) If yes, why?
- 20) Have you labeled in any record or document sent to me/us a property inspection as a legal fee or attorney fee? Yes or No?
- 21) If yes, why?
- 22) Please detail and list for us in writing each separate inspection fee assessed to this account and for which corresponding payment period or month such fee was assessed from the inception of this account to present date.
- 23) Please detail and list for me (us) in writing each separate inspection fee collected from this account and for which corresponding payment period or month such fee was collected from the inception of this account to present date.
- 24) Please detail and list for me (us) in writing any adjustments in inspection fees assessed and on what date such adjustment was made and the reasons for such adjustment.
- 25) Please detail and list for me (us) in writing any adjustments in inspection fees collected and on what date such adjustment was made and the reasons for such adjustment.
- 26) Has interest been charged on any inspection fees assessed or charged to this account? Yes or No?
- 27) If yes, when and how much was charged?

- 28) Is interest allowed to be assessed or charged on inspection fees charged or assessed to this account? Yes or No?
- 29) How much in total inspection fees have been assessed to this account from the inception of this account until present date? \$ _____
- 30) How much in total inspection fees have been collected on this account from the inception of this account until present date? \$ _____
- 31) Please forward to me (us) copies of all property inspections made on my (our) property in this mortgage account file.
- 32) Has any fee charged or assessed for property inspections been placed into escrow account? Yes or no?

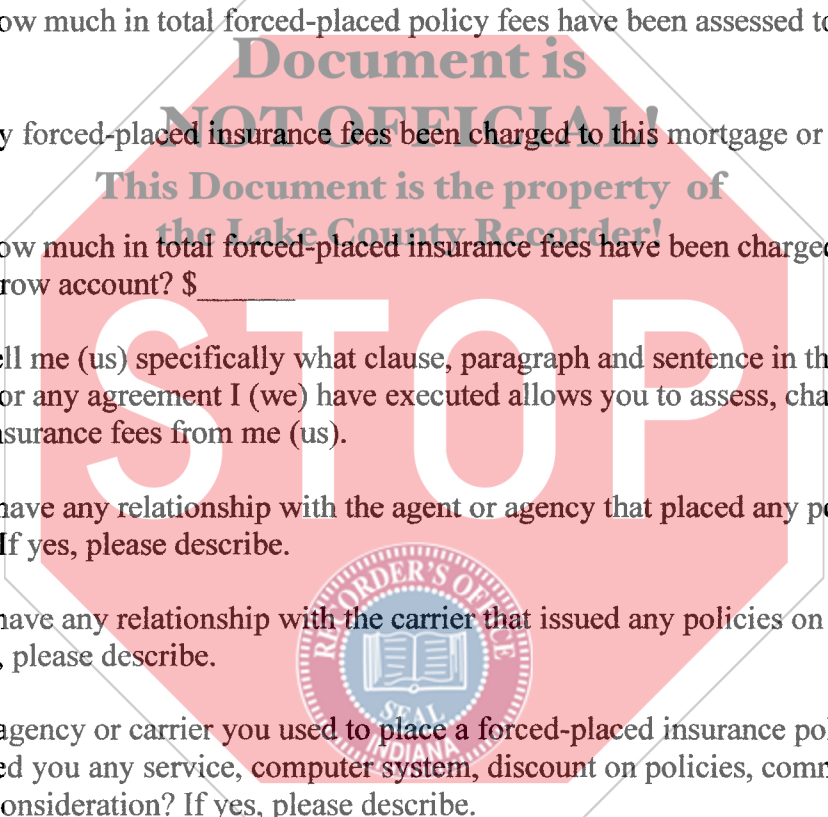
BPO FEES

- 1) Have any BPOs [Broker Price Opinions] been conducted on my property?
- 2) If yes, please tell me/us the date of each BPO conducted on my (our) property that is the secured interest for this mortgage, deed or note?
- 3) Please tell me (us) the price of each BPO?
- 4) Please tell me (us) who conducted each BPO?
- 5) Please tell me (us) why BPOs were conducted on my (our) property?
- 6) Please tell me (us) how BPOs are beneficial to me (us).
- 7) Please tell me (us) how BPOs are protective of my (our) property.
- 8) Please explain to me (us) your policy on BPOs.
- 9) Have any BPO fees been assessed to this account? Yes or No?
- 10) If yes, how much in total BPO fees have been assessed to this account? \$ _____
- 11) Have any BPO fees been charged to this account? Yes or No?
- 12) If yes, how much in total BPO fees have been charged to this account? \$ _____
- 13) Please tell me (us) specifically what clause, paragraph and sentence in the note, mortgage or deed of trust or any agreement I (we) have executed allows you to assess, charge or collect a BPO fee from me (us).
- 14) Please send to me (us) copies of all BPO reports that have been done on my (our) property.
- 15) Has any fee charged or assessed for A BPO been placed into escrow? Yes or no?



FORCED-PLACED INSURANCE

- 1) Have you placed or ordered any forced-placed insurance policies on my (our) property?
- 2) If yes, please tell me (us) the date of each policy ordered or placed on my property that is the secured interest for this mortgage, deed or note?
- 3) Please tell me (us) the price of each policy?
- 4) Please tell me (us) the agent for each policy?
- 5) Please tell me (us) why each policy was placed on my (our) property.
- 6) Please tell me (us) how the policies are beneficial to me (us).
- 7) Please tell me (us) how policies are protective of my (our) property.
- 8) Please explain to me (us) your policy on forced-placed insurance.
- 9) Have any forced-placed insurance fees been assessed to this mortgage or escrow account?
Yes or No?
- 10) If yes, how much in total forced-placed policy fees have been assessed to this account?
\$ _____
- 11) Have any forced-placed insurance fees been charged to this mortgage or escrow account?
Yes or No?
- 12) If yes, how much in total forced-placed insurance fees have been charged to this mortgage or escrow account? \$ _____
- 13) Please tell me (us) specifically what clause, paragraph and sentence in the note, mortgage or deed of trust or any agreement I (we) have executed allows you to assess, charge or collect forced-placed insurance fees from me (us).
- 14) Do you have any relationship with the agent or agency that placed any policies on my (our) property? If yes, please describe.
- 15) Do you have any relationship with the carrier that issued any policies on my (our) property? If yes, please describe.
- 16) Has the agency or carrier you used to place a forced-placed insurance policy on my (our) property provided you any service, computer system, discount on policies, commissions, rebates or any form of consideration? If yes, please describe.
- 17) Do you maintain a blanket insurance policy to protect your properties when customer policies have expired?
- 18) Please send to me (us) copies of all forced-placed insurance policies that have been ordered on my (our) property.



SERVICING RELATED QUESTIONS

For each of the following questions listed below, please provide me (us) with a detailed explanation in writing that answer each question. In addition, I (we) need the following answer to questions concerning the servicing of this mortgage account from its inception to the present date. Accordingly, can you please provide me (us), in writing, the answer to the questions listed below:

- 1) Did the originator or previous servicers of this account have any financing agreements or contracts with your company or an affiliate of your company?
- 2) Did the originator of this account or previous servicers of this account have a warehouse account agreement or contract with your company?
- 3) Did the originator of this account or previous servicers of this account receive any compensation, fee, commission, payment, rebate or other financial consideration from your company or any affiliate of your company for handling, processing, originating or administering this loan? If yes, please describe and itemize each and every form of compensation, fee, commission, payment, rebate or other financial consideration paid to the originator of this account by your company or any affiliate.
- 4) Please identify for me (us) where the originals of this entire account file are currently located and how they are being stored, kept and protected?
- 5) Where is the original monetary instrument or mortgage I (we) signed located? Please describe its physical location and anyone holding this note as a custodian or trustee if applicable.
- 6) Where is the original deed of trust or mortgage and note I (we) signed located? Please describe its physical location and anyone holding this note as a custodian or trustee if applicable.
- 7) Since the inception of this loan, has there been any assignment of my (our) monetary instrument/asset to any other party? If the answer is yes, identify **the names and addresses of each and every individual, party, bank, trust or entity that has received such assignment?**
- 8) Since the inception of this loan, has there been any assignment of the deed of trust or mortgage and note to any other party? If the answer is yes, would you kindly identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignment?
- 9) Since the inception of this loan, has there been any sale or assignment of servicing rights to this mortgage account to any other party? If the answer is yes, would you kindly identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignment or sale.
- 10) Since the inception of this loan, has any sub-servicers serviced any portion of this mortgage loan? If the answer is yes, would you kindly identify the names and addresses of each and every individual, party, bank, trust or entity that has sub-serviced this mortgage loan.
- 11) Has this mortgage account been made a part of any mortgage pool since the inception of this loan? If yes, please identify for us each and every account mortgage pool that this mortgage has been a part of from the inception of this account to the present date.

- 12) Has each and every assignment of our asset/monetary instrument been recorded in the county land records where the property associated with this mortgage account is located?
- 13) Has there been any electronic assignment of this mortgage with MERS [Mortgage Electronic Registration System] or any other computer mortgage registry service or computer program? If yes, please identify the name and address of each and every individual, entity, party, bank, trust or organization or servicers that has been assigned the mortgage servicing rights to this account as well as the beneficial interest to the payments of principal and interest on this loan.
- 14) Have there been any investors [as defined in your industry] who have participated in any mortgage-backed security, collateral mortgage obligation or other mortgage security instrument that this mortgage account has ever been a part of from the inception of this mortgage to the present date? If yes, please identify the name and address of each and every individual, entity, organization and/or trust.
- 15) Please identify for me (us) the parties and their addresses to all sales contracts, servicing agreements, assignments, alonges, transfers, indemnification agreements, recourse agreements and any agreement related to this account from its inception to the current date written above.
- 16) Please provide me (us) with copies of all sales contracts, servicing agreements, assignments, alonges, transfers, indemnification agreements, recourse agreements and any agreement related to this account from its inception to the current date written above.
- 17) How much was paid for this individual mortgage account by you?
- 18) If part of a mortgage pool, what was the principal balance used by you to determine payment for this individual mortgage loan.
- 19) If part of a mortgage pool, what was the percentage paid by you of the principal balance above used to determine purchase of this individual mortgage loan.
- 20) Who did you issue a check or payment to for this mortgage loan?
- 21) Please provide me (us) copies with the front and back of canceled check.
- 22) Did any investor approve the foreclosure of my (our) property?
- 23) Has HUD assigned or transferred foreclosure rights to you as required by 12 USC 3754?
- 24) Please identify all persons who approved the foreclosure of my property!

Please provide me (us) with the documents I (we) have requested and a detailed answer to each of my questions within the required lawful time frame. Upon receipt of the documents and answer, an exam and audit will be conducted that may lead to a further document request and answer to questions under an additional QWR letter.

Copies of this Qualified Written Request, Validation of Debt, TILA and request for accounting and legal records, Dispute of Debt letters are being sent to FTC, HUD, Thrift Supervision, all relevant state and federal regulators; and other consumer advocates; and my congressman.

It is my (our) hope that you answer this RESPA REQUEST in accordance with law and the questions, documents and validation of debt to the penny and correct any abuse(s) or scheme(s) uncovered and documented.

Default Provision(s) under this QUALIFIED WRITTEN RESPA REQUEST

CITIZENS FINANCIAL BANK's or any agents, transfers, or assigns omissions of or agreement by silence of this RESPA REQUEST via certified rebuttal of any and all points herein this "RESPA REQUEST," agrees and consents to including but not limited by any violations of law and/or immediate terminate/remove any and all right, title and interests (liens) in **Donald: Fletcher Jr.** or any property or collateral connected to **Donald: Fletcher Jr.** or account # **5150490** and waives any and all immunities or defenses in claims and or violations agreed to in this RESPA REQUEST including but not limited by any and all:

1. **Donald: Fletcher Jr.'s** right, by breach of fiduciary responsibility and fraud and misrepresentation revocation and rescinding of any and all power of attorney or appointment **CITIZENS FINANCIAL BANK** may have or may have had in connection with account # **5150490** and any property and/or real estate connected with account No. **5150490**.
2. **Donald: Fletcher Jr.'s** right to have any certificated or uncertificated security re-registered in **Donald: Fletcher Jr.'s**, and only **Donald: Fletcher Jr.'s** name.
3. **Donald: Fletcher Jr.'s** right of collection via **CITIZENS FINANCIAL BANK's** liability insurance and/or bond.
4. **Donald: Fletcher Jr.'s** entitlement in filing and executing any instruments, as power of attorney for and by **CITIZENS FINANCIAL BANK**, including but not limited by a new certificated security or any security agreement perfected by filing a UCC Financing Statement with the Secretary of State in the State where the property is (properties are) located.
5. **Donald: Fletcher Jr.'s** right to damages because of **CITIZENS FINANCIAL BANK's** wrongful registration, breach of intermediary responsibility with regard to **Donald: Fletcher Jr.'s** asset by **CITIZENS FINANCIAL BANK** issuing to **Donald: Fletcher Jr.** a certified check for the original value of **Donald: Fletcher Jr.'s** monetary instrument.
6. **Donald: Fletcher Jr.'s** right to have account # **5150490** completely set off because of **CITIZENS FINANCIAL BANK's** wrongful registration, breach of intermediary responsibility with regard to **Donald: Fletcher Jr.'s** monetary instrument/asset by **CITIZENS FINANCIAL BANK** sending confirmation of set off of wrongful liability of **Donald: Fletcher Jr.** and issuing a certified check for the difference between the original value of **Donald: Fletcher Jr.'s** monetary instrument/asset and what **Donald: Fletcher**

Jr. mistakenly sent to CITIZENS FINANCIAL BANK as payment for such wrongful liability.

CITIZENS FINANCIAL BANK or any transfers, agents or assigns offering a rebuttal of this RESPA REQUEST must do so in the manner of this "RESPA REQUEST" in accordance of and in compliance with current statutes and/or laws by signing in the capacity of a fully liable man or woman being responsible and liable under the penalty of perjury/commercial liability while offering direct testimony with the official capacity as an appointed agent for CITIZENS FINANCIAL BANK in accordance with CITIZENS FINANCIAL BANK's Articles of Incorporation, By Laws duly signed by a current and duly sworn under oath director(s) of such corporation/Holding Corporation/National Association. Any direct rebuttal with certified true and complete accompanying proof must be posted with the Notary address herein within 30 days. When no verified rebuttal of this "RESPA REQUEST" is made in a timely manner, a "Certificate of Non-Response" serves as CITIZENS FINANCIAL BANK's judgment and consent/agreement by means of silence with any and all claims and/or violations herein-stated in the default provisions or any other law.

Power of Attorney: When CITIZENS FINANCIAL BANK fails by not rebutting to any part of this "RESPA REQUEST" agrees with the granting unto Donald: Fletcher Jr.'s unlimited Power of Attorney and any and all full authorization in signing or endorsing Donald: Fletcher Jr.'s name upon any instrument(s) in satisfaction of the obligation(s) of this RESPA REQUEST/Agreement or any agreement arising from this agreement. Pre-emption of or to any Bankruptcy proceeding shall not discharge any obligation(s) of this agreement. Consent and agreement with this Power of Attorney by CITIZENS FINANCIAL BANK waives any and all claims of Donald: Fletcher Jr., and/or defenses and remains in effect until satisfaction of all obligation(s) by CITIZENS FINANCIAL BANK have been satisfied.

STOP

Sincerely,


Donald: Fletcher Jr.
(without prejudice)
All Rights Reserved



CC:

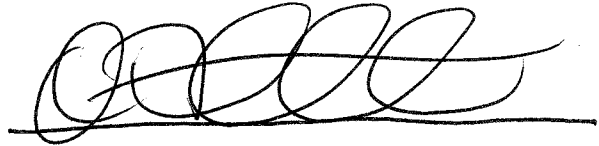
1. Federal Trade Commission
3300 N. Central Avenue,
600 Pennsylvania Avenue NW,
Washington, DC. 20580

2. Office of RESPA and Interstate Land Sales
Office of Housing, Room 9146
Department of Housing and Urban Development
451 Seventh Street, SW
Washington, DC 20410

3. Office of Housing Enterprise Oversight (OFHEO)
1700 G Street, NW., Fourth Floor,
Washington, DC 20552.



**Indiana)
) ss ACKNOWLEDGEMENT
 Lake County)**



I,
a Notary Public in and for said county and state, do hereby certify that
Donald: Fletcher Jr
known to me to be the same person(s) whose name(s) subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that
he/she/they signed and delivered the said instrument as his/her/their free and
voluntary act for the uses and purposes therein set forth.



Given under my hand and official seal this 10th day of September 2009

My Commission Expires MAY 23, 2017


Notary Public

**Document is
NOT OFFICIAL!**

**This Document is the property of
the Lake County Recorder!**

**Donald: Fletcher Jr
c/o 12948 S. 82nd Avenue
Palos Park [60464] Illinois
Settlor**

STOP

**CITIZENS FINANCIAL BANK
ATTN: ADMINISTRATION DEPARTMENT
1100 E. JOLIET STREET
DYER [46311] INDIANA**

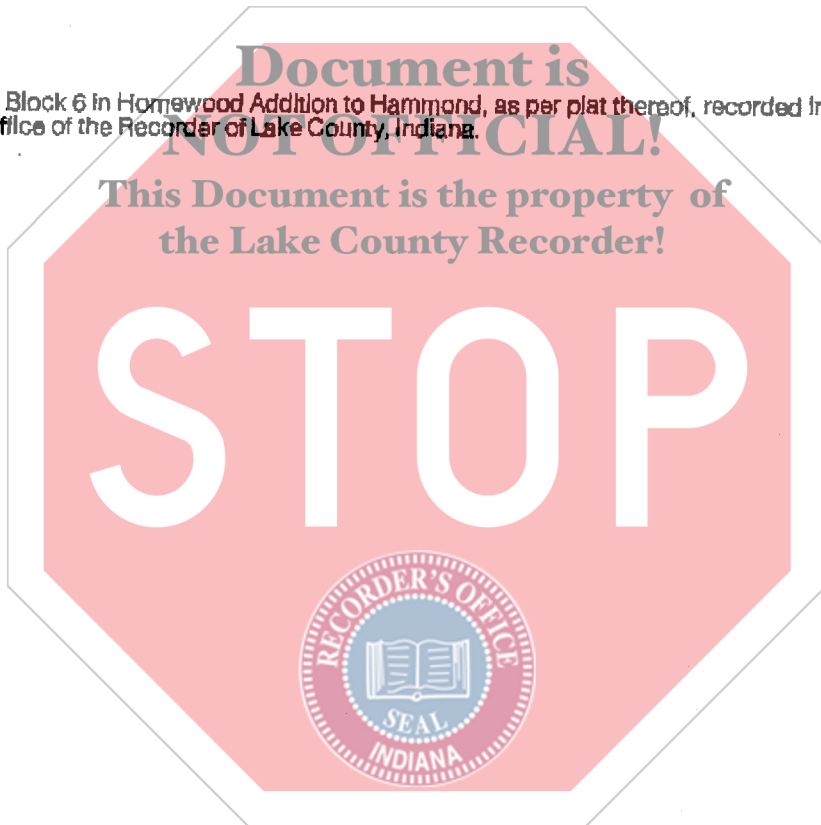


RE: Contract # 5150490

**Please reply to: Notary Public
c/o Evident, LLC
c/o 4018 South Dr. Martin Luther King Drive
Chicago [60653] Illinois**

51-53 ELIZABETH

Lots 11 and 12 in Block 6 in Homewood Addition to Hammond, as per plat thereof, recorded in Plat Book 2 page 29, in the Office of the Recorder of Lake County, Indiana.





OFFICE OF THE LAKE COUNTY RECORDER

LAKE COUNTY GOVERNMENT CENTER
2293 NORTH MAIN STREET
CROWN POINT, INDIANA 46307

MICHAEL A. BROWN
Recorder

PHONE (219) 755-3730
FAX (219) 755-3257

MEMORANDUM

DISCLAIMER

This document has been recorded as presented.
It may not meet with State of Indiana Recordation requirements.

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2. RIPPED OR TORN DOCUMENT AT TIME OF RECORDING _____
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5. DOCUMENT TOO LIGHT AT TIME OF RECORDING _____
6. DOCUMENT NOT LEGIBLE AT TIME OF RECORDING _____
7. DOCUMENT TORN DURING PROCESS OF RECORDING _____
8. DOCUMENT STAINED DURING PROCESS OF RECORDING _____
9. CUSTOMER INSISTING DOCUMENT TO BE RECORDED
10. DOCUMENT RECORDED AS IS, MAY NOT MEET STATE REQUIREMENTS. _____

CUSTOMER INITIALS MS DATE: 9/11/09

EMPLOYEE INITIALS CA DATE: 9/11/09