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**NOTICE OF RECONVEYANCE**

**Contract # 07080139**  
**Payee: Daniel Hagedorn d.b.a.**  
**Loan Resolution Specialist,**  
**IMPERIAL CAPITAL EXPRESS, INC.**  
**ATTN: ADMINISTRATION DEPT**  
**500 N. BRAND BLVD.-STE. 1500**  
**GLENDALE [91203] CALIFORNIA**  
**(\$950,000)-2 Ruth Street**

2009 062411

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2009 SEP 11 AM 11:15

MICHAEL A. BROWN  
RECORDER

**Payor: DONALD FLETCHER, JR**  
**c/o 12948 S. 82<sup>ND</sup> 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 March 10, 2008, 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 # 07080139 was paid to IMPERIAL CAPITAL EXPRESS, INC., 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.

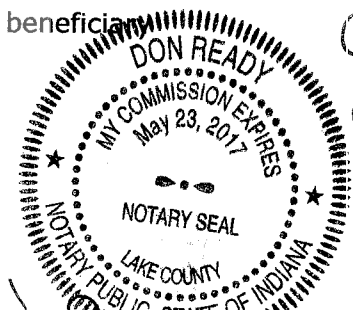

The Settlor signed a Promissory Note for the BORROWER evidencing consideration, and delivered it to the TRUSTEE who accepted the Note as payment for the loan based upon Settlor prepaid exempt status, thereby discharging the debt the BORROWER, as Trustor, had with the Beneficiary.

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

\$64  
CS  
CR

PROMISSORY NOTE  
(Indiana)

US \$950,000.00

March 10, 2008

FOR VALUE RECEIVED, the undersigned, THE CORDOVA, LLC, an Illinois limited liability company ("Borrower") jointly and severally (if more than one) promise(s) to pay to the order of IMPERIAL CAPITAL BANK, a California commercial bank, the principal sum of NINE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (US \$950,000.00), with interest on the unpaid principal balance as set forth in Section 3 below.

1. **Defined Terms.** As used in this Note, (i) the term "Lender" means the holder of this Note, and (ii) the term "Indebtedness" means the principal of, interest on, or any other amounts due at any time under, this Note, the Security Instrument or any other Loan Document, including prepayment premiums, late charges, default interest, and advances to protect the security of the Security Instrument under Section 12 of the Security Instrument. "Event of Default" and other capitalized terms used but not defined in this Note shall have the meanings given to such terms in the Security Instrument.

2. **Address for Payment.** All payments due under this Note shall be payable at 500 North Brand Blvd., Suite 1500, Glendale, CA 91203, Attn: Payment Processing, or such other place as may be designated by written notice to Borrower from or on behalf of Lender.

3. **Payment of Principal and Interest.** Payments shall be made in immediately available funds as follows:

(a) **General.** Monthly payments will be applied to interest before principal. Any remaining principal and interest shall be due and payable on April 1, 2010 or on any earlier date on which the unpaid principal balance of this Note becomes due and payable, by acceleration or otherwise (the "Maturity Date"). At any time an Event of Default shall have occurred and be continuing and/or after maturity of the Loan, including maturity upon acceleration, the unpaid principal balance, all accrued and unpaid interest and all other amounts payable under the Note shall bear interest at the "Default Rate" set forth in this Note. The unpaid principal balance shall continue to bear interest after the Maturity Date at the Default Rate set forth in this Note until and including the date on which it is paid in full. Any regularly scheduled monthly installment of interest or principal and interest that is received by Lender before the date it is due shall be deemed to have been received on the due date solely for the purpose of calculating interest due. Any accrued interest remaining past due for 30 days or more shall be added to and become part of the unpaid principal balance and shall bear interest at the rate or rates specified in this Note, and any reference below to "accrued interest" shall refer to accrued interest which has not become part of the unpaid principal balance. Borrower shall make all payments of principal and interest under this Note without relief from valuation and appraisal laws. Interest under this Note shall be computed on the basis of a 360-day year and the actual number of days in each billing period for which interest is being calculated (divide the annual interest by 360, and multiply the quotient by the number of days in the billing period for which interest is being calculated). The amount payable as interest, or allocated to interest, will vary depending upon the number of days in the billing period for which interest is being calculated.

(b) **Interest Rate.** The unpaid principal balance of this Note shall accrue interest as follows:

(i) **Initial Interest Rate.** The initial interest rate charged on the unpaid principal of this Note shall be 8.00 percent (8.00%) per annum effective as of the date of disbursement to and excluding May 1, 2008. Thereafter, the interest rate the Borrower will pay may change in accordance with this Section 3(b).

(ii) **Interest Rate Changes.** The interest rate the Borrower will pay may change on April 1, 2008 and on that day of the month every month thereafter. Each date on which the interest rate could change is called an "Interest Change Date." Before each Interest Change Date, the Lender will calculate the Borrower's new interest rate by adding 2 percent (2%) to the Current Index. Subject to the limitations set forth in Section 3(b)(iv) below, this amount will be the new interest rate until the next Interest Change Date.

(iii) **The Index.** Beginning with the first Interest Change Date, the interest will be based on an Index. The "Index" is the interest rate announced by Bank of America, N.A. from time to time as the "Prime Rate." The most recent Index figure available forty-five (45) days before each Interest Change Date is called the "Current Index." If the Index is no longer available, the Lender will choose a new Index that is based upon comparable information. The selection of an alternate Index shall be made in Lender's sole discretion. Lender will give Borrower notice of such selection.

(iv) **Limits on Interest Rate Reduction.** Throughout the remaining term of this Note Borrower's interest rate will never be less than 7 percent (7%) per annum.

(c) **Payments.** Principal and interest shall be paid as follows:

(i) **Initial Interest Only Payment.** Unless disbursement of principal is made by Lender to Borrower on the first day of the month, interest for the period beginning on the date of disbursement and ending on and including the last day of the month in which such disbursement is made shall be payable upon the initial funding of the loan evidenced by this Note.

(ii) **Additional Interest Only Payments.** Monthly interest only payments shall be due and payable commencing on **May 1, 2008**, and on the same day of every calendar month thereafter through and including **October 1, 2009**. The amount payable as interest will vary depending upon the number of days in the billing period for which interest is being calculated and the amount of the outstanding principal balance.

(iii) **Principal and Interest Payments.** Consecutive monthly installments of principal and interest, shall be payable on the first day of each month beginning on **September 1, 2009**, until the entire unpaid principal balance evidenced by this Note is fully paid. The amount of the initial monthly payment of principal and interest is the amount that would be sufficient to repay the then outstanding principal balance of this Note in full on the Amortization Date in substantially equal monthly payments at the initial interest rate. For purposes of this Section 3, the "Amortization Date" shall mean **October 1, 2039**. Although a fixed (subject to adjustment as provided below) monthly installment of principal and interest is required to be paid by Borrower, the amount of each installment attributable to principal and the amount attributable to interest will vary based upon the number of days in the month for which such installment is paid. Each monthly installment received by Lender will first be applied to pay in full interest due for the month, and the balance of the monthly installment paid by Borrower will be credited to principal.

(iv) **Change in Monthly Payments.** The monthly payments shall change each time the interest rate changes pursuant to Section 3(b) of this Note. Changes in monthly payments will reflect changes in the unpaid principal of the loan and in the interest rate. Lender will determine the amount of the new monthly payment in an amount that would be sufficient to repay the unpaid principal that is expected to be owed at the Interest Change Date in full on the Amortization Date at the new interest rate in substantially equal monthly payments.

(d) **Effective Date of Changes.** The new interest rate will become effective on each Interest Change Date. Borrower will pay the new monthly payment beginning on the monthly payment due date next following such Interest Change Date.

(e) **Failure to Make Adjustments.** If for any reason Lender fails to make an adjustment to the interest rate or the monthly payment amount as described in this Note, regardless of any notice requirement, Lender may, upon discovery of such failure, then make such adjustment as if it had been made on time. Borrower further agrees to pay upon demand any additional monies which Borrower may owe as a result of any such adjustment. Borrower agrees not to hold Lender responsible for any damages that may result from Lender's failure to make the adjustment and to allow Lender, at its option, to apply any excess monies which Borrower may have paid to partial prepayment of the unpaid principal balance of this Note.

(f) **Payment Reserve Holdback Agreement.** A portion of the face amount of this Note in the amount of **ONE HUNDRED THOUSAND AND 00/100 DOLLARS (US \$100,000.00)** shall be held back as a payment reserve in accordance with that certain Payment Reserve Holdback Agreement between Borrower and Lender dated the same date as this Note. Interest on said payment reserve amount shall begin to accrue as it is disbursed as more fully set forth in the Payment Reserve Holdback Agreement.

(g) **Repair Holdback Agreement.** A portion of the face amount of this Note in the amount of **ONE HUNDRED TEN THOUSAND AND 00/100 DOLLARS (US \$110,000.00)** shall be held back as a repair holdback in accordance with that certain Repair Holdback Agreement between Borrower and Lender dated the same date as this Note. Interest on said repair holdback amount shall begin to accrue if and when such repair holdback amount is released to Borrower in accordance with the terms of said Repair Holdback Agreement.

4. **Application of Payments.** If at any time Lender receives, from Borrower or otherwise, any amount applicable to the Indebtedness which is less than all amounts due and payable at such time, Lender may apply the amount received to amounts then due and payable in any manner and in any order determined by Lender, in Lender's discretion. Borrower agrees that neither Lender's acceptance of a payment from Borrower in an amount that is less than all amounts then due and payable nor Lender's application of such payment shall constitute or be deemed to constitute either a waiver of the unpaid amounts or an accord and satisfaction.

5. **Security.** The Indebtedness is secured, among other things, by that certain deed of trust, mortgage or security deed dated as of the date of this Note and executed by Borrower in favor of Lender (the "Security Instrument"), and reference is made to the Security Instrument for other rights of Lender as to collateral for the Indebtedness.

6. **Acceleration.** If an Event of Default has occurred and is continuing, the entire unpaid principal balance, any accrued interest, the prepayment premium payable under Section 10, if any, and all other amounts payable under this Note and any other Loan Document shall at once become due and payable, at the option of Lender, without any prior notice to Borrower. Lender may exercise this option to accelerate regardless of any prior forbearance.

7. **Late Charge.** If any monthly installment of interest or principal and interest or other amount payable under this Note or under the Security Instrument or any other Loan Document is not received in full by Lender within ten (10) days after the installment or other amount is due (unless applicable law requires a longer period of time before a late charge may be imposed, in which event such longer period shall be substituted), Borrower shall pay to Lender, immediately and without demand by Lender, a late charge equal to ten percent (10%) of such installment or other amount due (unless applicable law requires a

lesser amount be charged, in which event such lesser amount shall be substituted). Borrower acknowledges that its failure to make timely payments will cause Lender to incur additional expenses in servicing and processing the loan evidenced by this Note (the "Loan") and that it is extremely difficult and impractical to determine those additional expenses. Borrower agrees that the late charge payable pursuant to this Section represents a fair and reasonable estimate, taking into account all circumstances existing on the date of this Note, of the additional expenses Lender will incur by reason of such late payment. The late charge is payable in addition to, and not in lieu of, any interest payable at the Default Rate pursuant to Section 8.

8. **Default Rate.** So long as (a) any monthly installment under this Note remains past due for thirty (30) days or more or (b) any other Event of Default has occurred and is continuing, interest under this Note shall accrue on the unpaid principal balance from the earlier of the due date of the first unpaid monthly installment or the occurrence of such other Event of Default, as applicable, at a rate (the "Default Rate") equal to the lesser of **eighteen percent (18%)** per annum or the maximum interest rate which may be collected from Borrower under applicable law. If the unpaid principal balance and all accrued interest are not paid in full on the Maturity Date, the unpaid principal balance and all accrued interest shall bear interest from the Maturity Date at the Default Rate. Borrower acknowledges that (a) its failure to make timely payments will cause Lender to incur additional expenses in servicing and processing the Loan, (b) during the time that any monthly installment under this Note is delinquent for thirty (30) days or more, Lender will incur additional costs and expenses arising from its loss of the use of the money due and from the adverse impact on Lender's ability to meet its other obligations and to take advantage of other investment opportunities; and (c) it is extremely difficult and impractical to determine those additional costs and expenses. Borrower also acknowledges that, during the time that any monthly installment under this Note is delinquent for thirty (30) days or more or any other Event of Default has occurred and is continuing, Lender's risk of nonpayment of this Note will be materially increased and Lender is entitled to be compensated for such increased risk. Borrower agrees that the increase in the rate of interest payable under this Note to the Default Rate represents a fair and reasonable estimate, taking into account all circumstances existing on the date of this Note, of the additional costs and expenses Lender will incur by reason of the Borrower's delinquent payment and the additional compensation Lender is entitled to receive for the increased risks of nonpayment associated with a delinquent loan. During any period that the Default Rate is in effect the additional interest accruing over and above the rate stated in Section 3 of this Note shall be immediately due and payable in addition to the regularly scheduled principal and interest payments.

9. **Full Recourse Liability.** Borrower shall have full recourse liability under this Note, the Security Instrument and any and all other Loan Documents for the repayment of the indebtedness and for the performance of any and all other obligations of Borrower under the Loan Documents.

10. **Voluntary and Involuntary Prepayments.**

(a) A prepayment premium shall be payable in connection with any prepayment made under this Note as provided below:

(i) Borrower may voluntarily prepay all of the unpaid principal balance of this Note on a Business Day designated as the date for such prepayment in a Notice from Borrower to Lender given at least 30 days prior to the date of such prepayment. Such prepayment shall be made by paying (A) the amount of principal being prepaid, (B) all accrued interest, (C) all other sums due Lender at the time of such prepayment, and (D) the prepayment premium calculated pursuant to Section 10(f) of this Note. For purposes of this Note, a "Business Day" means any day other than a Saturday, Sunday or any other day on which Lender is not open for business. For all purposes including the accrual of interest, but excluding the determination of the prepayment date under Section 10(f) of this Note, any prepayment received by Lender on any day other than the last calendar day of the month shall be deemed to have been received on the last calendar day of such month.

(ii) Borrower may voluntarily prepay less than all of the unpaid principal balance of this Note (a "Partial Prepayment") at any time. Upon delivery of the Partial Prepayment, a prepayment premium calculated pursuant to Section 10(f) of this Note, based on the amount being prepaid, shall be due and payable to Lender upon demand.

(iii) Upon Lender's exercise of any right of acceleration under this Note, Borrower shall pay to Lender, in addition to the entire unpaid principal balance of this Note outstanding at the time of the acceleration, (A) all accrued interest, (B) and all other sums due Lender, and (C) the prepayment premium calculated pursuant to Section 10(f) of this Note, to the extent such prepayment premium does not exceed the maximum rate permitted by applicable law.

(iv) Any application by Lender of any proceeds of collateral or other security to the repayment of any portion of the unpaid principal balance of this Note prior to the Maturity Date and in the absence of acceleration shall be deemed to be a partial prepayment by Borrower, requiring the payment to Lender by Borrower of a prepayment premium. The amount of any such partial prepayment shall be computed so as to provide to Lender a prepayment premium computed pursuant to Section 10(f) of this Note without Borrower having to pay out-of-pocket any additional amounts.

(b) Notwithstanding the provisions of Section 10(a), no prepayment premium shall be payable with respect to (A) any prepayment made after the expiration of the Prepayment Premium Period (as defined in Section 10(f) of this Note); (B) any prepayment occurring as a result of the application of any insurance proceeds or condemnation award under the Security

Instrument; or (C) a Partial Prepayment in an amount that, when aggregated with other prepayments made during the preceding twelve (12) months, is not greater than 5 percent (5%) of the original principal balance of this Note.

(c) Any permitted or required prepayment of less than the unpaid principal balance of this Note shall not extend or postpone the due date of any subsequent monthly installments or change the amount of such installments, unless Lender agrees otherwise in writing.

(d) Borrower recognizes that any prepayment of the unpaid principal balance of this Note, whether voluntary or involuntary or resulting from a default by Borrower, will result in Lender's incurring loss, including reinvestment loss, additional expense and frustration or impairment of Lender's ability to meet its commitments to third parties. Borrower agrees to pay to Lender upon demand damages for the detriment caused by any prepayment, and agrees that it is extremely difficult and impractical to ascertain the extent of such damages. Borrower therefore acknowledges and agrees that the formula for calculating prepayment premiums set forth in Section 10(f) represents a reasonable estimate of the damages Lender will incur because of a prepayment.

(e) Borrower further acknowledges that the prepayment premium provisions of this Note are a material part of the consideration for the Loan, and acknowledges that the terms of this Note are in other respects more favorable to Borrower as a result of the Borrower's voluntary agreement to the prepayment premium provisions.

(f) Any prepayment premium payable under this Section 10 shall be computed as follows:

(i) If the prepayment is made between the date of this Note and the date that is one year after the date of this Note (the "Prepayment Premium Period"), the prepayment premium shall be equal to one percent (1%) of the principal amount being prepaid.

(ii) If the prepayment is made after the expiration of the Prepayment Premium Period, there shall be no prepayment premium due.

11. **Costs and Expenses.** To the fullest extent allowed by applicable law, Borrower shall pay all expenses and costs, including fees and out-of-pocket expenses of attorneys (including Lender's in-house attorneys) and expert witnesses and costs of investigation, incurred by Lender as a result of any default under this Note or in connection with efforts to collect any amount due under this Note, or to enforce the provisions of any of the other Loan Documents, including those incurred in post-judgment collection efforts and in any bankruptcy proceeding (including any action for relief from the automatic stay of any bankruptcy proceeding) or judicial or non-judicial foreclosure proceeding. For purposes of this Note, Attorneys' Fees and Costs means (i) fees and out-of-pocket costs of Lender's and Loan Servicer's attorneys, as applicable, including costs of Lender's and Loan Servicer's in-house counsel, support staff costs, costs of preparing for litigation, computerized research, telephone and facsimile transmission expenses, mileage, deposition costs, postage, duplicating, process service, videotaping and similar costs and expenses; (ii) costs and fees of expert witnesses, including appraisers; and (iii) investigatory fees.

12. **Forbearance.** Any forbearance by Lender in exercising any right or remedy under this Note, the Security Instrument, or any other Loan Document or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of that or any other right or remedy. The acceptance by Lender of any payment after the due date of such payment, or in an amount which is less than the required payment, shall not be a waiver of Lender's right to require prompt payment when due of all other payments or to exercise any right or remedy with respect to any failure to make prompt payment. Enforcement by Lender of any security for Borrower's obligations under this Note shall not constitute an election by Lender of remedies so as to preclude the exercise of any other right or remedy available to Lender.

13. **Waivers.** Presentment, demand, notice of dishonor, protest, notice of acceleration, notice of intent to demand or accelerate payment or maturity, presentment for payment, notice of nonpayment, grace, and diligence in collecting the Indebtedness are waived by Borrower and all endorsers and guarantors of this Note and all other third party obligors.

14. **Loan Charges.** Neither this Note nor any of the other Loan Documents shall be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate greater than the maximum interest rate permitted to be charged under applicable law. If any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower in connection with the Loan is interpreted so that any interest or other charge provided for in any Loan Document, whether considered separately or together with other charges provided for in any other Loan Document, violates that law, and Borrower is entitled to the benefit of that law, that interest or charge is hereby reduced to the extent necessary to eliminate that violation. The amounts, if any, previously paid to Lender in excess of the permitted amounts shall be applied by Lender to reduce the unpaid principal balance of this Note. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower has been violated, all Indebtedness that constitutes interest, as well as all other charges made in connection with the Indebtedness that constitute interest, shall be deemed to be allocated and spread ratably over the stated term of the Note. Unless otherwise required by applicable law, such allocation and spreading shall be effected in such a manner that the rate of interest so computed is uniform throughout the stated term of the Note.

15. **Purpose of Indebtedness.** Borrower represents that the Indebtedness is not being incurred by Borrower for personal, family or household purposes.

16. **Counting of Days.** Except where otherwise specifically provided, any reference in this Note to a period of "days" means calendar days, not Business Days.

17. **Governing Law.** This Note shall be governed by the laws of the jurisdiction in which the Land is located.

18. **Captions.** The captions of the paragraphs of this Note are for convenience only and shall be disregarded in construing this Note.

19. **Notices.** All notices, demands and other communications required or permitted to be given by Lender to Borrower pursuant to this Note shall be given in accordance with Section 31 of the Security Instrument.

20. **Consent to Jurisdiction and Venue.** Borrower agrees that any controversy arising under or in relation to this Note shall be litigated exclusively in the jurisdiction in which the Land is located (the "Property Jurisdiction"). The state and federal courts and authorities with jurisdiction in the Property Jurisdiction shall have exclusive jurisdiction over all controversies which shall arise under or in relation to this Note. Borrower irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise.

21. **Counterparts.** This Note may be executed in any number of counterparts each of which shall be deemed an original, but all such counterparts together shall constitute but one Note.

22. **Cross-Default and Cross-Collateralization.** Borrower acknowledges and agrees that this Note and the Security Instrument are cross-defaulted and cross-collateralized together with the following notes (each, a "Cross-Collateralized Note" and collectively the "Cross-Collateralized Notes") and their respective security instruments (each a "Cross-Collateralized Security Instrument" and collectively the "Cross-Collateralized Security Instruments"):

(i) That certain promissory note dated March 10, 2008 in the principal amount of SIX HUNDRED FORTY THOUSAND AND 00/100 DOLLARS (\$640,000.00) executed by 28-34 RUTH STREET, L.L.C., an Illinois limited liability company as maker, in favor of Lender, as payee; and

(ii) That certain promissory note dated March 10, 2008 in the principal amount of SEVEN HUNDRED FORTY-NINE THOUSAND AND 00/100 DOLLARS (\$749,000.00) executed by 5945 HYSLOP PLACE LLC, an Illinois limited liability company as maker, in favor of Lender as payee.


Accordingly, the occurrence of an Event of Default under the terms of any of the Cross-Collateralized Notes or Cross-Collateralized Security Instruments shall constitute an Event of Default under this Note and the Security Instrument (as well as under all of the other Cross-Collateralized Notes and Security Instruments). In addition to such cross-default provision, the Security Instrument shall (in addition to securing repayment of this Note) secure repayment of each of the Cross-Collateralized Notes. Likewise, each of the Cross-Collateralized Security Instruments shall secure repayment of this Note as well as all other Cross-Collateralized Notes.

23. **WAIVER OF TRIAL BY JURY.** BORROWER AND LENDER EACH (A) AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS NOTE OR THE RELATIONSHIP BETWEEN THE PARTIES AS LENDER AND BORROWER THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.


IN WITNESS WHEREOF, and in consideration of the Lender's agreement to lend Borrower the principal amount set forth above, Borrower has signed and delivered this Note under seal or has caused this Note to be signed and delivered under seal by its duly authorized representative.

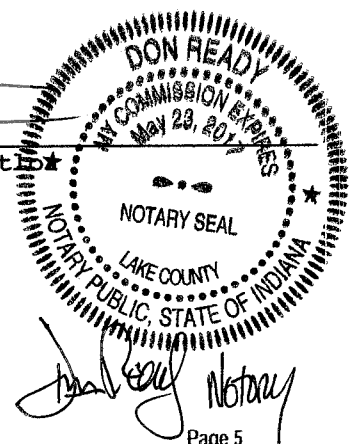
BORROWER:

THE CORDOVA, LLC,  
an Illinois limited liability company

By:   
DONALD FLETCHER, JR., Manager/Member



  
Donald: Fletcher Jr. Settles  
EIN # 361705600 PREPAID



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

IMPERIAL CAPITAL EXPRESS, INC.  
ATTN: ADMINISTRATION DEPARTMENT  
500 N. BRAND BLVD.-STE. 1500  
GLENDALE [91203] CALIFORNIA  
(950,000) 2 Ruth 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 # 07080139

Dear: PRESIDENT/ VICE PRESIDENT (IMPERIAL CAPITAL EXPRESS, INC.):

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 1<sup>st</sup> hand evidence from you of the original un-certificated or certificated security regarding account number 07080139. 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 # **07080139** 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 Ill 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 # **07080139**
- 2) Any and all "Pool Agreement(s)" including account # **07080139** between **IMPERIAL CAPITAL EXPRESS, INC.** and any government sponsored entity, hereinafter (GSE).
- 3) Any and all "Deposit Agreement(s)" regarding account # **07080139** or the "Pool Agreement" including account # **07080139** and any GSE.

- 4) Any and all "Servicing Agreement(s)" between **IMPERIAL CAPITAL EXPRESS, INC.** and any GSE.
- 5) Any and all "Custodial Agreement(s)" between **IMPERIAL CAPITAL EXPRESS, INC.** and any GSE.
- 6) Any and all "Master Purchasing Agreement" between **IMPERIAL CAPITAL EXPRESS, INC.** and any GSE.
- 7) Any and all "Issuer Agreement(s)" between **IMPERIAL CAPITAL EXPRESS, INC.** and any GSE.
- 8) Any and all "Commitment to Guarantee" agreement(s) between **IMPERIAL CAPITAL EXPRESS, INC.** and any GSE.
- 9) Any and all "Release of Document agreements" between **IMPERIAL CAPITAL EXPRESS, INC.** and any GSE.
- 10) Any and all "Master Agreement for servicer's Principle and Interest Custodial Account" between **IMPERIAL CAPITAL EXPRESS, INC.** and any GSE.
- 11) Any and all "Servicers Escrow Custodial Account" between **IMPERIAL CAPITAL EXPRESS, INC.** and any GSE.
- 12) Any and all "Release of Interest" agreements between **IMPERIAL CAPITAL EXPRESS, INC.** and any GSE.
- 13) Any Trustee agreement(s) between **IMPERIAL CAPITAL EXPRESS, INC.** and **IMPERIAL CAPITAL EXPRESS, INC.** trustee regarding account # **07080139** 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 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 assessed or collected 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?

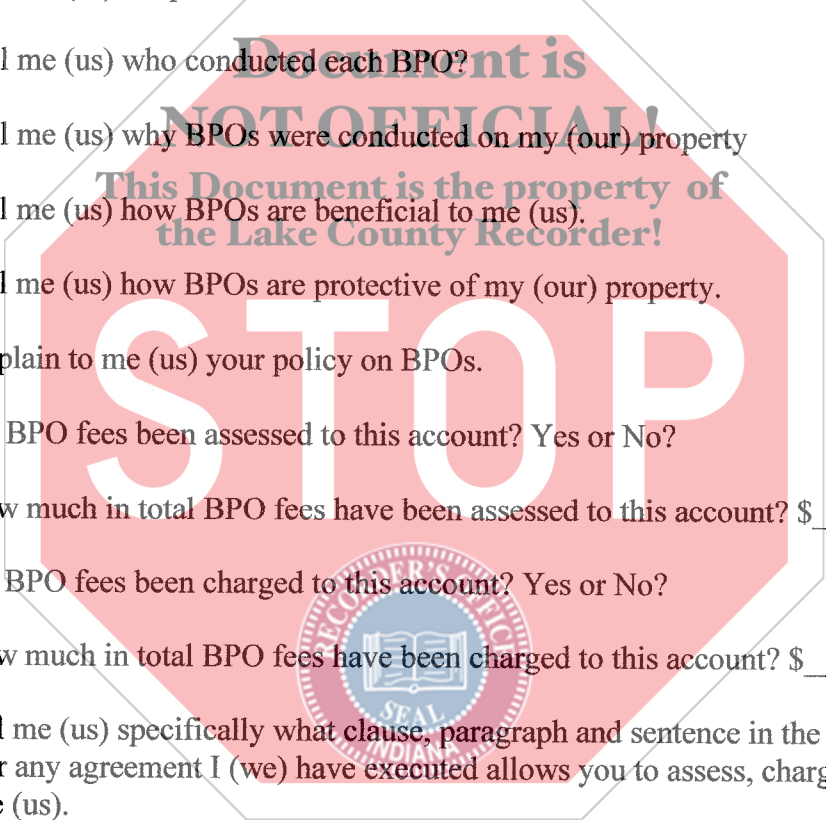


- 9) Please tell me (us) how property inspections are beneficial to me (us).
- 10) Please tell me (us) how property inspections are protective of my (our) property.
- 11) Please explain to me (us) your policy on property inspections.
- 12) Do you consider the payment of inspection fees as a cost of collection? 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?

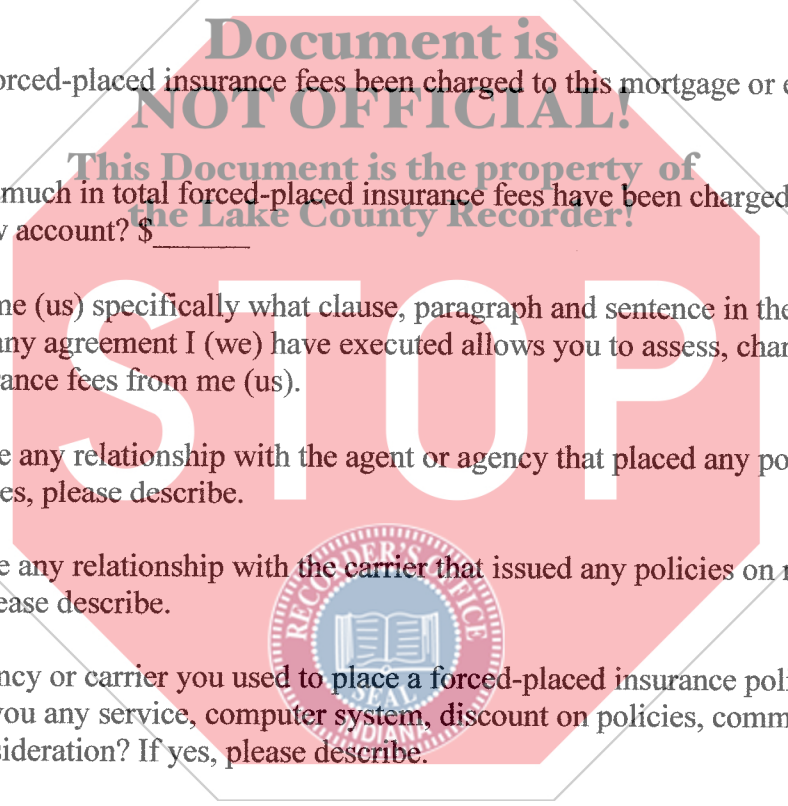
**BPO FEES**

- 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**

**IMPERIAL CAPITAL EXPRESS, INC.**'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 # **07080139** 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 **IMPERIAL CAPITAL EXPRESS, INC.** may have or may have had in connection with account # **07080139** and any property and/or real estate connected with account # **07080139**.

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 **IMPERIAL CAPITAL EXPRESS, INC.**'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 **IMPERIAL CAPITAL EXPRESS, INC.**, 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 **IMPERIAL CAPITAL EXPRESS, INC.**'s wrongful registration, breach of intermediary responsibility with regard to **Donald: Fletcher Jr.**'s asset by **IMPERIAL CAPITAL EXPRESS, INC.** 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 # **07080139** completely set off because of **IMPERIAL CAPITAL EXPRESS, INC.**'s wrongful registration, breach of intermediary responsibility with regard to **Donald: Fletcher Jr.**'s monetary instrument/asset by **IMPERIAL CAPITAL EXPRESS, INC.** 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 **IMPERIAL CAPITAL EXPRESS, INC.** as payment for such wrongful liability.

**IMPERIAL CAPITAL EXPRESS, INC.** 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 **IMPERIAL CAPITAL EXPRESS, INC.** in accordance with **IMPERIAL CAPITAL EXPRESS, INC.**’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 **IMPERIAL CAPITAL EXPRESS, INC.**’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 **IMPERIAL CAPITAL EXPRESS, INC.** 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 **IMPERIAL CAPITAL EXPRESS, INC.** waives any and all claims of **Donald: Fletcher Jr.**, and/or defenses and remains in effect until satisfaction of all obligation(s) by **IMPERIAL CAPITAL EXPRESS, INC.** 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 10<sup>th</sup> day of September 2009

My Commission Expires

May 23, 2017

  
Notary Public

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

**IMPERIAL CAPITAL EXPRESS, INC.  
ATTN: ADMINISTRATION DEPARTMENT  
500 N. BRAND BLVD.-STE. 1500  
GLENDALE [91203] CALIFORNIA**

**RE: Contract # 07080139**

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



2 RUTK

**EXHIBIT "A"**

LOTS 36, 37, 38 AND THE WEST 7 FEET OF LOT 39 IN BLOCK 5 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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10. DOCUMENT RECORDED AS IS, MAY NOT MEET STATE REQUIREMENTS. \_\_\_\_\_

CUSTOMER INITIALS PS DATE: 9, 11, 09

EMPLOYEE INITIALS CA DATE: 9, 11, 109