

JOHN DOE
123 Happy Streets
Anytown, USA 12345
April 1st 2013

TO: Big Bad Banker
Attn: Deb Validation
5555 Bankers DR,
New York, NY 12345

Re: Property Address: 123 Happy Street, Anytown, USA
Loan Number: 123456789

**RESPONSE TO LEGAL NOTICE # 12457814 TS No. 12-2548745
Notice of Default**

Dear Big Bad Banker,

I am hereby disputing the following facts stated in an administrative notice dated **June 18, 2010**

Paragraph A States that I owe **BAC Home Loans Servicing, L.P.** the amount of **\$345,430.91**. I hereby deny this claim in its entirety.

This issue has been already dealt with through administrative process as follows:

On **April 27 2010**, I (JOHN DOE) sent to **BAC Home Loans servicing** via certified mail a Qualified Written Request requesting the original wet ink signature to establish proof of claim within 30 days. **BAC Home Loans** servicing only provided a photocopy of the Deed of Trust and Promissory Note made years ago. As well the copy provided did not say anywhere on it that it was owned by **BAC Home Loans servicing** and no documents supporting this alleged fact were sent.

On **May 21 2010**, I (JOHN DOE) did send to **BAC Home Loans servicing** via certified mail a second Qualified Written Request requesting proof of claim. With this second request, **I (JOHN DOE)** informed that **should BAC Home Loans** fail to produce proof of claim within 21 days, they will have exhausted their administrative remedy under a private administrative process and tacit agreement contract. **BAC Home Loans** servicing again only provided a photocopy of the Deed of Trust and Promissory Note made years ago with no proof that this note was even in the possession of BAC Home Loans servicing and showing no evidence of transfer while ignoring the Plaintiff's request for verification of debt as

required under the Real Estate Settlement Procedures Act (RESPA) and Truth in Lending Act (TILA).

On June 2 2010, I (JOHN DOE) did send to BAC Home Loans servicing via certified mail a third Qualified Written Request requesting proof of claim. With this third request, I (JOHN DOE) informed that should BAC Home Loans fail to produce proof of claim within 15 days, they will have exhausted their administrative remedy under a private administrative process and tacit agreement contract. BAC Home Loans servicing failed to provide any documentation as required under the Real Estate Settlement Procedures Act (RESPA) and Truth in Lending Act (TILA).

BAC Home Loans servicing was specifically asked to stipulate whether or not they were a creditor in the loan transaction. This question was ignored in the BAC Home Loans servicing response.

BAC Home Loans servicing was asked pointedly and specifically whether or not they are the Note Holder in Due Course. This question was ignored in the BAC Home Loans servicing response.

In response to the BAC Home Loans servicing inability to produce sufficient proof of claim, on June 16th, 2010, I recorded a Notice of Default in the WEBER COUNTY RECORDER's Office on BAC Home Loans servicing for lack of proof of claim. I (Michael Waters) notified BAC Home Loans servicing and gave BAC Home Loans servicing the opportunity to contest the Notice.

BAC Home Loans servicing is either ignorant of due process of civil procedures or have admitted their guilt in this matter. BAC Home Loans servicing was given numerous opportunities to respond to this matter but have chosen to remain silent.

An Affidavit unrebutted stands. BAC Home Loans servicing has not offered any rebuttal to the Notices (entered No Contest). Therefore, through **estoppel via acquiescence, BAC Home Loans have exhausted their administrative remedy in this matter.** The BAC Home Loans servicing have had their opportunity to be in honor but have chosen not to provide valid proof of claim through their actions.

Furthermore a civil action has been filed in the Cook county court.

Case # 100904837WBW as a PETITION FOR VERIFICATION OF DEBT ELSE RELEASE OF CLAIM

BAC Home Loans servicing signed for the receipt of this notice on July 6th 2010 and I am awaiting a response to my civil claim.

I will include for your review with this letter a notice to Cease and Desist. A Notarized copy of this document was already sent to you on **July 09 2012**, but I will send you another for good measure.

I am also including a copy of the Lis Pendens as is recorded in the **Cook County Recorder's Office Document #123456789**

IF **RECONTRUST** CONTINUES ANY FURTHER ACTION AGAINST ME ON THIS MATTER I WILL BE ADDING **RECONTRUST** TO MY CIVIL ACTION CASE AS AN ADDITIONAL DEFENDANT **#100904873WBW**.

Furthermore I require a response (Within the next 30 days) from **RECONTRUST COMPANY** that you have recused yourself from this foreclosure action. If no response from **RECONTRUST COMPANY** has been received within 30 days it will be assumed that my request has been ignored and you will be added to the civil action that is already pending against **BAC Home Loans servicing civil action # 100904873WBW** as a default action against you. Additionally I will be seeking damages under the fair debt collections act govern yourself accordingly.

Sincerely _____

Date: _____

NOTARY

I, _____, a notary public residing in **Cook** County, **ILLINOIS** State,

Do say that on the date of _____, 2010 that a man known to me as **BOB SMITH** did

Appear before me in his true character and did attach his autograph to the above document.

NOTARY

date

Seal _____

TO: _____
Attn: Deb Validation

Re: Property Address: _____
Loan Number: _____

RESPONSE TO LEGAL NOTICE # _____
Notice of Default

Dear _____,

I am hereby disputing the following facts stated in an administrative notice dated _____

Paragraph A States that I owe _____.
the amount of _____. I herby deny this claim in its entirety.

This issue has been already dealt with through administrative process as follows:

On _____
via certified mail a Qualified Written Request requesting the original wet ink signature to establish proof of claim within 30 days.
_____ servicing only provided a photocopy of the Deed of Trust and Promissory Note made years ago. As well the copy provided did not say anywhere on it that it was owned by _____ and no documents supporting this alleged fact were sent.

On _____ did send _____ via certified mail a second Qualified Written Request requesting proof of claim. With this second request, _____ fail to produce proof of claim within 21 days, they will have exhausted their administrative remedy under a private administrative process and tacit agreement contract. _____ servicing again only provided a photocopy of the Deed of Trust and Promissory Note made years ago with no proof that this note was even in the possession of BAC Home Loans

servicing and showing no evidence of transfer while ignoring the Plaintiff's request for verification of debt as required under the Real Estate Settlement Procedures Act (RESPA) and Truth in Lending Act (TILA).

On June 2 2010, I _____ via certified mail a third Qualified Written Request requesting proof of claim. With this third request, I _____ informed that should _____ fail to produce proof of claim within 15 days, they will have exhausted their administrative remedy under a private administrative process and tacit agreement contract. _____ failed to provide any documentation as required under the Real Estate Settlement Procedures Act (RESPA) and Truth in Lending Act (TILA).

_____ was specifically asked to stipulate whether or not they were a creditor in the loan transaction. This question was ignored in the _____ response.

_____ was asked pointedly and specifically whether or not they are the Note Holder in Due Course. This question was ignored in the _____.

In response to _____ inability to produce sufficient proof of claim, on

RECORDER's Office on _____ servicing for lack of proof of claim. I (Michael Waters) notified _____ and _____ gave _____ servicing the opportunity to contest the Notice.

_____ is either ignorant of due process of civil procedures or have admitted their guilt in this matter. _____ was given numerous opportunities to respond to this matter but have chosen to remain silent.

An Affidavit un rebutted stands. BAC Home Loans servicing has not offered any rebuttal to the Notices (entered No Contest). Therefore, through **estoppel via acquiescence, BAC Home Loans have exhausted their administrative remedy in this matter.** The BAC Home Loans servicing have had their opportunity to be in honor but have chosen not to provide valid proof of claim through their actions.

Furthermore a civil action has been filed in the _____.

Case # _____ as a PETITION FOR VERIFICATION OF DEBT ELSE RELEASE OF CLAIM

_____ servicing signed for the receipt of this notice on _____ and I am awaiting a response to my civil claim.

I will include for your review with this letter a notice to Cease and Desist. A Notarized copy of this document was already sent to you on _____, but I will send you another for good measure.

I am also including a copy of the Lis Pendens as is recorded in the _____.

IF _____ CONTINUES ANY FURTHER ACTION AGAINST ME ON THIS MATTER I WILL BE ADDING _____ TO MY CIVIL ACTION CASE AS AN ADDITIONAL DEFENDANT # _____.

Furthermore I require a response (Within the next 30 days) from _____ that you have recused yourself from this foreclosure action. If no response from _____ has been received within 30 days it will be assumed that my request has been ignored and you will be added to the civil action that is already pending against _____

as a default action against you. Additionally I will be seeking damages under the fair debt collections act govern yourself accordingly.

Sincerely _____ Date: _____

NOTARY

I, _____, a notary public residing in _____ County, _____ State,

Do say that on the date of _____, 2010 that a man known to me as _____ did appear before me in his true character and did attach his autograph to the above document.

NOTARY date

Seal _____