

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

-----X
 ALTAGRACIA DIAZ, :
 on behalf of plaintiff and all :
 others similarly situated, :
 :
 Plaintiffs, :
 :
 v. :
 :
 FCI LENDER SERVICES, INC., :
 :
 Defendant. :
 -----X

COMPLAINT - CLASS ACTION

INTRODUCTION

1. Plaintiff brings this action against FCI Lender Services, Inc. (“FCI”), to secure redress from unlawful collection practices. Plaintiff alleges violation of the Fair Debt Collection Practices Act, 15 U.S.C. §1692 et seq. (“FDCPA”).

2. The FDCPA broadly prohibits unfair or unconscionable collection methods, conduct which harasses or abuses any debtor, and the use of any false or deceptive statements in connection with debt collection attempts. It also requires debt collectors to give debtors certain information. 15 U.S.C. §§1692d, 1692e, 1692f and 1692g.

3. In enacting the FDCPA, Congress found that: “[t]here is abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors. Abusive debt collection practices contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy.” 15 U.S.C. §1692(a).

4. Because of this, courts have held that “the FDCPA's legislative intent emphasizes the need to construe the statute broadly, so that we may protect consumers against debt collectors' harassing conduct.” and that “[t]his intent cannot be underestimated.” *Ramirez v. Apex Financial Management LLC*, 567 F.Supp.2d 1035, 1042 (N.D.Ill. 2008).

5. The FDCPA encourages consumers to act as "private attorneys general" to enforce the public policies and protect the civil rights expressed therein. *Crabill v. Trans Union*,

LLC, 259 F.3d 662, 666 (7th Cir. 2001).

6. Plaintiff seeks to enforce those policies and civil rights which are expressed through the FDCPA, 15 U.S.C. §1692 *et seq.*

VENUE AND JURISDICTION

7. This Court has jurisdiction under 15 U.S.C. §1692k (FDCPA), 28 U.S.C. §1331 and 28 U.S.C. §1337.

8. Venue and personal jurisdiction in this District are proper because:

- a. Defendant's New York registered agent is located in this District;
- b. Defendant does or transacts business within this District.

PARTIES

9. Plaintiff Altgracia Diaz is an individual who resides in a single-family home which she owns in Mineola, New York.

10. Defendant FCI is a California corporation with its primary place of business at 8180 East Kaiser Boulevard, Anaheim Hills, California 92808. It does business in New York. Its registered agent and office is National Corporate Research, Ltd., 10 East 40th Street, 10th Floor, New York, New York 10016.

11. FCI is engaged in the business of servicing residential mortgage loans for owners of the loans.

12. Many of the loans which FCI services are in default when FCI first becomes involved with them. Typically, loans are treated as in default by FCI when 90 days behind.

13. This is a regular part of FCI's business activities.

14. FCI holds itself out as a "special servicer," i.e., one which has expertise in handling defaulted loans for their owners and effectively integrating them onto its servicing platform. FCI obtains ratings as a "special servicer."

15. On information and belief, many loans for which FCI provides "special servicing" are in New York.

16. FCI uses the mails and telephone system in conducting its business.

17. FCI states on its website, <http://www.trustfci.com/SpecialtyLoanServicing.html>, that “On the Specialty Loan Servicing Full Collection Program FCI is the Servicer acting at the direction of its Lender Clients (Owner of the Notes) to rapidly turn Delinquent Loans and Loan Pools into cash by facilitating the restructure of loans, or by foreclosing so the Lender can sell the properties. It is staffed by experts at skip trace, collection, workouts, foreclosures, and property sales.”

18. Because it regularly collects defaulted debts for others, and the debts are in default when it first becomes involved with them, FCI is a debt collector as defined by the FDCPA.

FACTS

19. Defendant has been attempting to enforce against plaintiff a residential mortgage loan entered into for personal, family or household purposes, namely, housing.

20. The loan was in default when FCI first became involved with it.

21. FCI first became involved with the loan about June 2017. (Exhibit A)

22. A foreclosure action had been filed with respect to the loan in 2013.

23. Prior to the filing of the foreclosure action, the loan had been accelerated.

24. During 2017, defendant sent plaintiff monthly statements. The one for June 26, 2017 is attached as Exhibit B and that for July 27, 2017 as Exhibit C.

25. The statements were printed or computer generated forms, filled out by computer.

26. Each statement announces that “If payment is received after July 1, 2017, \$80.75 late fee will be charged.”

27. On or about July 10, 2017, a motion for summary judgment seeking a judgment for the entire accelerated loan balance had been filed against plaintiffs on the loan that was the subject of Exhibits B-C. (Exhibit D)

28. A copy of the alleged note is in Exhibit E and the alleged mortgage in Exhibit F.

29. The note provides for late charges on an “overdue payment of principal and interest” and says nothing about late charges after acceleration.

30. After a loan has been accelerated, there are no overdue payments of principal and interest.

31. Because the loan had been accelerated, no late fees were permissible. *Carreras v. Weinreb*, 33 A.D.3d 953, 955, 826 N.Y.S.2d 72 (2d Dept. 2006); *Green Point Sav. Bank v. Varana*, 236 A.D.2d 443, 653 N.Y.S.2d 656 (2d Dept. 1997).

32. The alleged note and mortgage are written on standard forms. The language concerning late charges is standard in residential mortgage loans.

33. On information and belief, defendant has engaged in a pattern and practice of stating that late fees may be charged on accelerated loans.

COUNT I

34. Plaintiff incorporates paragraphs 1-33.

35. The statement that late charges may be imposed on a loan that has been accelerated is false and violates 15 U.S.C. §1692e.

36. Section 1692e provides:

§ 1692e. False or misleading representations [Section 807 of P.L.]

A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section: . . .

(2) The false representation of--

(A) the character, amount, or legal status of any debt; . . .

(5) The threat to take any action that cannot legally be taken or that is not intended to be taken. . . .

(10) The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer. . . .

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CLASS ALLEGATIONS

37. Pursuant to Fed. R. Civ. P. 23(a) and (b)(3), plaintiff brings this claim on behalf of a class.

38. The class consists of (a) all individuals (b) to whom FCI sent a monthly statement (c) addressed to the same address as the “property address,” (d) with respect to a loan that was over 90 days behind at the time FCI began servicing it, according to the records of FCI, (e) and had been accelerated at the time the monthly statement had been sent (f) where the monthly statement referred to late charges for late payments and (g) the monthly statement was sent at any time during a period beginning one year prior to the filing of this action and ending 20 days after the filing of this action.

39. On information and belief, based on the size of defendant, the use of printed or computerized forms, and the use of computers to fill out the forms, there are more than 40 class members, and the class is so numerous that joinder of all members is not practicable.

40. There are questions of law and fact common to the class members, which common questions predominate over any questions relating to individual class members. The predominant common question is are whether defendant’s reference to late charges on an accelerated loan violates the FDCPA.

41. Plaintiff’s claim is typical of the claims of the class members. All are based on the same factual and legal theories.

42. Plaintiff will fairly and adequately represent the class members. Plaintiff has retained counsel experienced in class actions and FDCPA litigation.

43. A class action is superior for the fair and efficient adjudication of this matter, in that:

- a. Individual actions are not economically feasible.
- b. Members of the class are likely to be unaware of their rights.
- c. Congress intended class actions to be the principal enforcement mechanism under the FDCPA.

WHEREFORE, the Court should enter judgment in favor of plaintiff and the class and against defendant for:

- i. Statutory damages;
- ii. Attorney's fees, litigation expenses and costs of suit;
- iii. Such other and further relief as the Court deems proper.

s/ Tiffany N. Hardy
Tiffany N. Hardy

Tiffany N. Hardy
EDELMAN, COMBS, LATTURNER
& GOODWIN, LLC
20 S. Clark Street, Suite 1500
Chicago, Illinois 60603
(312) 739-4200
(312) 419-0379 (FAX)

Abraham Kleinman
KLEINMAN LLC
626 RXR Plaza
Uniondale, NY 11556-0626
(516) 522-2621
(888) 522-1692 (fax)
akleinman@akleinmanllc.com

NOTICE OF ASSIGNMENT

Please be advised that all rights relating to attorney's fees have been assigned to counsel.

s/ Tiffany N. Hardy
Tiffany N. Hardy

Tiffany N. Hardy
EDELMAN, COMBS, LATTURNER
& GOODWIN, LLC
20 S. Clark Street, Suite 1500
Chicago, Illinois 60603
(312) 739-4200
(312) 419-0379 (FAX)

Abraham Kleinman
KLEINMAN LLC
626 RXR Plaza
Uniondale, NY 11556-0626
(516) 522-2621
(888) 522-1692 (fax)
akleinman@akleinmanllc.com

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Redacted

EXHIBIT A



FCI Lender Services, Inc.

Loan Servicing • Specialty Servicing • Default

Phone: 800-931-2424 Fax: 714-282-5775

Redacted

06/13/2017

BORROWER WELCOME LETTER

ALTAGRACIA DIAZ



Re Loan Number:

Property:



Dear ALTAGRACIA DIAZ:

Welcome to FCI Lender Services, Inc. ("FCI") Loan servicing! FCI is your Servicing Agent and is servicing your Promissory Note on behalf of your Lender/Creditor, Residential Credit Opportunities Trust III (The "Creditor"). FCI is also a Debt Collector. Your Creditor has authorized FCI to process and collect your scheduled Promissory Note payments according to your Promissory Note and Security Instrument. A Payment Statement will be mailed or emailed to you on a regular basis. Please send your check with your account number written on it, plus the payment coupon from your statement (unless you have established an Automated Payments (ACH) debit program with FCI). You should review each Payment Statement carefully for accurate loan information. At year-end, an interest statement (IRS Form 1098) will be mailed to you for tax purposes. To view your account, and for other payment options, visit www.trustfci.com and click on "Borrower Payment Options" located at the top of FCI's web page.

IMPORTANT BANKRUPTCY INFORMATION

IF YOU OR YOUR ACCOUNT ARE SUBJECT TO PENDING BANKRUPTCY PROCEEDINGS, OR IF YOU RECEIVED A BANKRUPTCY DISCHARGE ON THIS DEBT, THIS STATEMENT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT AN ATTEMPT TO COLLECT A DEBT.

Your Creditor has provided FCI the following information regarding the Total Amount Due on your Promissory Note (the "Debt").

Deferred Principal Balance:	\$ 0.00	Principal Balance:	\$ 347,224.81
Deferred Unpaid Interest:	\$ 0.00	Accrued Interest:	\$ 148,098.62
Deferred Late Charges:	\$ 0.00	Accrued Late Charges:	\$ 5,491.00
Deferred Loan Charges:	\$ 0.00	Other Amounts Due:	\$ 104,123.45

Amount of Debt: \$ 604,937.88

VALIDATION OF DEBT: Unless you, the consumer, within thirty days after receipt of this notice, dispute the validity of the Debt, or any portion thereof, the Debt will be assumed to be valid by FCI as the Debt Collector. If you notify FCI in writing, within thirty days after receipt of this notice, that you dispute the Debt or any portion of the Debt, we will, as required by law, obtain and mail to you verification of the Debt and/or a copy of a Judgment against you. Upon your written request within the thirty-day period, FCI as the Debt Collector will provide you, as the consumer, with the name and address of the original creditor, if different from the current Creditor.

As of the date of this Notice, the Debt is \$ 604,937.88. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection.

PLEASE BE ADVISED YOUR LOAN TERMS MAY BE ADJUSTED ONCE ALL LOAN DOCUMENTS HAVE BEEN RECEIVED AND/OR REVIEWED.

IF YOU ARE NOT IN BANKRUPTCY OR DISCHARGED OF THIS DEBT, BE ADVISED THAT FCI IS A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A DEBT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

If you have any questions regarding the above information, please write or call FCI's Customer Care Center toll-free number at 1-800-931-2424 (x651) during normal business hours (Monday-Friday, 8:00 AM - 5:00 PM, PST). When calling, please reference your loan number.

Sincerely,
Customer Care Department
FCI Lender Services



FCI Lender Services, Inc.

Loan Servicing • Specialty Servicing • Default

Phone: 800-931-2424 Fax: 714-282-5775

Redacted

06/13/2017

NOTICE OF SERVICING TRANSFER

ALTAGRACIA DIAZ

Loan #:

Dear **ALTAGRACIA DIAZ**:

The servicing of your Promissory Note is being transferred, effective 06/09/2017. This means that after this date, a new Servicer will be collecting your Promissory Note payments from you. Nothing else about your Promissory Note will change.

Shellpoint Mortgage Servicing is now collecting your payments. Shellpoint Mortgage Servicing will stop accepting payments received from you on 06/09/2017. FCI Lender Services, Inc. will collect your payments going forward. FCI Lender Services, Inc. will start accepting payments received from you on 06/09/2017.

Send all payments due on or after 06/09/2017 to FCI Lender Services Inc. at this address: PO BOX 27370, Anaheim, CA 92809-0112.

If you have any questions for either your present servicer, Shellpoint Mortgage Servicing, or your new Servicer FCI Lender Services, Inc. about your Promissory Note or this transfer, please contact them using the information below:

Previous Servicer
Shellpoint Mortgage Servicing
Customer Service
P.O. Box 10826
Greenville, SC. 29603-0826
1-800-365-7107 (toll free or collect)
Hours of Operation:
Monday - Friday
08:00 AM - 10:00 PM (Eastern Standard Time)

Current Servicer:
FCI Lender Services, Inc.
Customer Care Department
Post Office Box 27370
Anaheim Hills, California 92809-0112
(800) 931-2424, x651 (toll free)
Hours of Operation
Monday - Friday
08:00 AM - 05:00 PM (Pacific)

Important Note about insurance: If you have mortgage life or disability insurance or any other type of optional insurance, the transfer of servicing rights may not affect your insurance because we have not serviced mortgage life or disability premiums. However, if you wish to retain optional insurance, we would suggest that you contact your current optional product service provider or your Lender.

Under Federal law, during the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old Servicer on or before its due date may not be treated by the new Servicer as late, and a late fee may not be imposed on you.

Sincerely,
Customer Care Department
FCI Lender Services

Redacted

EXHIBIT B



FCI Lender Services, Inc.

Loan Servicing • Specialty Servicing • Default

Phone: 800-931-2424 Fax: 714-282-5775

Redacted

ACKNOWLEDGEMENT OF, AND PARTIAL RESPONSE TO, DEBT VALIDATION DISPUTE & TILA REQUEST

ALTAGRACIA DIAZ

06/26/2017



Re Loan Number: [Redacted]

Property: [Redacted]

DEAR ALTAGRACIA DIAZ:

FCI Lender Services, Inc. (FCI) is the servicer of the above-referenced mortgage loan on behalf of Residential Credit Opportunities Trust III. On 6/22/2017 we received your Debt Validation Dispute and TILA Request for information regarding your loan. This letter hereby acknowledges receipt of your Debt Validation Dispute and TILA Request.

FCI would like to thank you for submitting your Debt Validation Dispute and TILA Request. Please be advised that we will initiate the process to respond to your Debt Validation Dispute and TILA Request promptly. However be further advised that the process may take some time to complete. We will make every effort to respond to your r Debt Validation Dispute and TILA Request in a timely manner.

As a partial response, the following information is being provided:

<u>Originator:</u>	<u>Current Owner:</u>	<u>Current Servicer:</u>
GreenPoint Mortgage Funding, Inc.	Residential Credit Opportunities Trust III	FCI Lender Services, Inc.
981 Airway Court, Suite E	2999 Westminster Avenue, Ste. 265	P.O. Box 27370
Santa Rosa, CA 95403-2049	Seal Beach, CA 90740	Anaheim, CA 92809-0112
415-461-6790	562-735-6555	800-931-2424 x 651
415- 461-6790 (fax)	562-594-4591 (fax)	714-282-5775 (fax)

If you should have any questions, please feel free to contact our office toll-free at 800-931-2424 (x651) Monday – Friday between 8:00 am – 5:00 pm, Pacific Time for further assistance.

Thank you,
FCI Lender Services, Inc.
800-931-2424 x. 651

Note: FCI Lender Services, Inc. is a debt collector and is attempting to collect a debt. Any information obtained will be used in furtherance of that purpose.

IF YOU OR YOUR ACCOUNT ARE SUBJECT TO PENDING BANKRUPTCY PROCEEDINGS, OR IF YOU HAVE RECEIVED A BANKRUPTCY DISCHARGE, THIS LETTER IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT AN ATTEMPT TO COLLECT A DEBT.

Redacted

ALTAGRACIA DIAZ

June 18, 2017

FCI LENDER SERVICES INC.
CUSTOMER CARE DEPARTMENT
PO BOX 27370
ANAHEIM HILLS, CA 92809-0112

Re: LOAN NUMBER:
Property:

Dear Sir or Madam:

Thank you for your letter dated June 13, 2017. I enclose a copy.

I am writing FCI Lender Services, Inc. in accordance with the Fair Debt Collection Practices Act.

1. I dispute the validity of all portions of the \$604,937.88 Residential Credit Opportunities Trust III debt.
2. Please send me verification that Residential Credit Opportunities Trust III is my creditor.
3. Please send me verification of the Principal Balance of \$347,224.81.
4. Please send me verification of the Accrued Interest of \$148,098.62.
5. Please send me verification of the Accrued Late Charges of \$5,491.00.
6. Please provide me with the name of the original creditor.
7. Please provide me with the address of the original creditor.
8. Please provide me with the Loan Terms.

Thank You,

Altagracia Diaz



Loan #: [REDACTED]

Redacted



ASSIGNMENT OF MORTGAGE

Contact JPMORGAN CHASE BANK, N.A. for this instrument 780 Kansas Lane, Suite A, Monroe, LA 71203, telephone # (866) 756-8747, which is responsible for receiving payments.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR GREENPOINT MORTGAGE FUNDING, INC. having its principal place of business at: 780 Kansas Lane, Suite A, Monroe, LA 71203, by these presents does convey, grant, sell, assign, transfer and set over the described Mortgage with all interest secured thereby, all liens, and any rights due or to become due thereon to JPMORGAN MORTGAGE ACQUISITION CORP, WHOSE ADDRESS IS 700 KANSAS LANE, MC 8000, MONROE, LA 71203 (866)756-8747, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE).

* MERS Address: Mortgage Electronic Registration Systems, Inc., 1901 E. Voorhees Street, Suite C, Danville, IL 61834

Said Mortgage is dated 03/26/2007, made by ALTAGRACIA DIAZ to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC AS NOMINEE FOR GREENPOINT MORTGAGE FUNDING, INC. in the principal sum of \$438,900.00, and recorded on 05/23/2007 in Liber M31922, Page 227, CRFN # , in the office of the Registry of NASSAU County, NY..

Property is commonly known as: [REDACTED]

This mortgage(s) has not been assigned of record. This Assignment is not subject to the requirements of section 275 of the Real Property Law because it is an assignment within the secondary mortgage market.

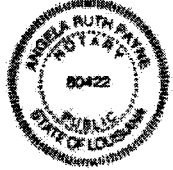
Dated on 05/23/2012 (MM/DD/YYYY). MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR GREENPOINT MORTGAGE FUNDING, INC., ITS SUCCESSORS AND ASSIGNS

By: [Signature] VICE PRESIDENT

By: [Signature] Witness

STATE OF LOUISIANA PARISH OF OUACHITA
Before me, on 05/23/2012 (MM/DD/YYYY), the undersigned, personally appeared [Signature] as VICE PRESIDENT for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR GREENPOINT MORTGAGE FUNDING, INC., ITS SUCCESSORS AND ASSIGNS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that they executed the same in their capacity(ies), and that by their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public - State Of LOUISIANA
Commission expires: Upon My Death



Document Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

Property ID(S/B/L): [REDACTED]
JPCAS 15891360 -@ CHASE (R) JRL3791278 \$200.00 MIN 100013807505717216 MERS PHONE
1-888-679-MERS 1901 E Voorhees Street, Suite C, Danville, IL 61834 FORMS\FRMNY1



15891360

IC CLERK



Redacted

NASSAU COUNTY CLERK'S OFFICE
ENDORSEMENT COVER PAGE

Recorded Date: 10-05-2012
Recorded Time: 3:09:03 p

Record and Return To:
WEB TITLE AGENCY
500-A CANAL VIEW BOULEVARD
ROCHESTER, NY 14623

Liber Book: M 37802
Pages From: 1
To: 2

Control
Number: 1671
Ref #:
Doc Type: M23 ASSIGN MORTGAGE

Refers to: Book: M 31922 Page: 227

Location: Section Block Lot Unit



	Taxes Total	.00
	Recording Totals	125.00
MXP001	Total Payment	125.00

THIS PAGE IS NOW PART OF THE INSTRUMENT AND SHOULD NOT BE REMOVED
MAUREEN O'CONNELL
COUNTY CLERK



2012100501671

~~Refiled~~ ("Assignor"), does hereby ASSIGN AND TRANSFER to J.P. MORGAN MORTGAGE ACQUISITION CORP., with an address of 270 PARK AVENUE, NEW YORK, NY 10017 ("Assignee"), all right, title and interest in and to that certain Mortgage executed by ALTAGRACIA DIAZ, mortgagor(s) to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR GREENPOINT MORTGAGE FUNDING, INC. dated March 26, 2007, and recorded in the Office of the Clerk of the County of NASSAU, State of New York, on May 23, 2007, in Liber M 31922 at Page 227, given to secure the payment in the original amount of Four Hundred Thirty-Eight Thousand Nine Hundred and xx/100 Dollars (\$438,900.00).

The real property secured by said Mortgage is located and known as [redacted] and is more fully described in the Mortgage. Assignor does hereby assign and transfer to Assignee all rights accrued under said Mortgage and all indebtedness secured thereby.

THIS ASSIGNMENT is not subject to the requirements of Section 275 of the Real Property Law because it is an assignment within the secondary mortgage market.

IN WITNESS WHEREOF, said

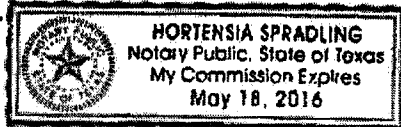
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR GREENPOINT MORTGAGE FUNDING, INC., ITS SUCCESSORS AND ASSIGNS

has caused this instrument to be signed by its Assistant Secretary this 5th day of September, 2012.

Alicia Wood Assistant Secretary Officer

STATE OF Texas
COUNTY OF Tarrant ss.

On this the 5 day of September, 2012, before me the undersigned, a notary public in and for the state above, Alicia Wood, personally appeared and personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s), whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her/their capability(ies) and that by his/her/their signature(s) on the instrument the individual(s), or person upon behalf of which the individual(s) acted, executed, the instrument.



Signature [Signature]
Hortensia Spradling
Notary Public
My Commission Expires: 5-18-16

Record & Return
Web Title Agency
500-A Canal View Boulevard
Rochester, NY 14623
Our File #: FRCN023
[redacted]
MIN #: 100013807505717216

MERS: 888-679-6377
1901 E VOORHEES STREET, SUITE C
DANVILLE, IL 61834

Redacted

**** Electronically Filed Document ****

Instrument Number: [REDACTED]
 Recorded As: EX-M23 - ASSIGN MORT
 Recorded On: February 16, 2016
 Recorded At: 12:18:47 pm Receipt Number: 140886
 Number of Pages: 3 Processed By: 001 DMF
 Book-VI/Pg: Bk-M VI-41019 Pg-200
 Total Rec Fee(s): \$355.00

** Examined and Charged as Follows **

23 - ASSIGN MORTGAGE	\$ 55.00	EX-Blocks - Mortgages - \$300	\$ 300.00
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Property Information:

Section	Block	Lot	Unit	Town Name
[REDACTED]				

*****THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.



Maureen O'Connell

 County Clerk Maureen O'Connell

Redacted

Recording Requested By:

And When Recorded Mail To:
OLD REPUBLIC
P.O. BOX 250
ORANGE, CA 92856

Section: [REDACTED]

Block: [REDACTED]

Lot: [REDACTED]

Space above for Recorder's use

Customer#: [REDACTED] Service#: [REDACTED] 

Loan#: [REDACTED]

ASSIGNMENT OF MORTGAGE

For good and valuable consideration, the sufficiency of which is hereby acknowledged, JPMORGAN MORTGAGE ACQUISITION CORP., 383 MADISON AVENUE 8TH FLOOR, NEW YORK, NY 10179-0000, by these presents does convey, grant, bargain, sell, assign, transfer and set over to: WILMINGTON TRUST, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE FOR VM TRUST SERIES 3, A DELAWARE STATUTORY TRUST, 1100 NORTH MARKET STREET, WILMINGTON, DE 19890-0000, the described Mortgage, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon. Said Mortgage for \$438,900.00 is recorded in the State of NEW YORK, County of NASSAU Official Records, dated MARCH 26, 2007 and recorded on MAY 23, 2007, as Instrument No. —, in Book No. M31922, at Page No. 227.

Assignment from MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR GREENPOINT MORTGAGE FUNDING, INC. ITS SUCCESSORS AND ASSIGNS to JPMORGAN MORTGAGE ACQUISITION CORP.: Dated 05/23/12 Recorded 10/02/12 in Book No. M37779 at Page No. 332. THE MORTGAGE HAS NOT BEEN FURTHER ASSIGNED OF RECORD.

Original Mortgagor: ALTAGRACIA DIAZ, AN UNMARRIED WOMAN. Original Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS A NOMINEE FOR GREENPOINT MORTGAGE FUNDING, INC. ITS SUCCESSORS AND ASSIGNS. Property

Address: [REDACTED] Section: 9, Block: 229, Lot: 282-283.

The assignee is not acting as a nominee of the mortgagor and that the mortgage continues to secure a bonafide obligation.

Redacted

Loan#: [redacted] Srv#: [redacted]
Page 2

Date: 1/7/15
JPMORGAN MORTGAGE ACQUISITION CORP.

By: [Signature]
(Name, Title): Seth M. Fenton
Vice President

This Assignment is not subject to the requirements of new section 275 of the real property law because it is an assignment with the secondary mortgage market.

State of New York)
County of New York) ss.

On January 1, 2015 before me, Migdalia Derezayla, a Notary Public, personally appeared Seth Fenton who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of New York, County of New York State of New York.

Witness my hand and official seal.

Migdalia Derezayla
(Notary Name):
My commission expires: _____

JPMORGAN MORTGAGE ACQUISITION CORP. and officer located at 383 MADISON AVENUE
8TH FLOOR, NEW YORK, NY 10179-0000

PREPARED BY: OLD REPUBLIC, P.O. BOX 250 ORANGE, CA 92856, DENNIS NSIAH - OLD
REPUBLIC

MIGDALIA DEREYAYLA
Notary Public, State of New York
Registration # 01DE072408
Qualified in Kings County
Commission Expires: April 1, 2018



**** Electronically Filed Document ****

Recorded

Instrument Number: [REDACTED]
Recorded As: EX-M23 - ASSIGN MORT
Recorded On: July 25, 2017
Recorded At: 12:27:15 pm
Number of Pages: 4
Book-VI/Pg: Bk-M VI-42263 Pg-7
Total Rec Fee(s): \$380.00

Receipt Number: 747407
Processed By: 001 AAR

** Examined and Charged as Follows **

23 - ASSIGN MORTGAGE	\$ 80.00	EX-Blocks - Mortgages - \$300	\$ 300.00
----------------------	----------	-------------------------------	-----------

Property Information:

Section	Block	Lot	Unit	Town Name
[REDACTED]				

*****THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.



Maureen O'Connell
County Clerk Maureen O'Connell



Loan Servicing • Specialty Servicing • Default

Phone (800)-951-2424 Fax: (714)-282-5775

Redacted

BORROWER WELCOME LETTER

ALTAGRACIA DIAZ



Re Loan Number: [Redacted]

Property: [Redacted]

Dear ALTAGRACIA DIAZ:

Welcome to FCI Lender Services, Inc. ("FCI") Loan servicing! FCI is your Servicing Agent and is servicing your Promissory Note on behalf of your Lender/Creditor, Residential Credit Opportunities Trust III (The "Creditor"). FCI is also a Debt Collector. Your Creditor has authorized FCI to process and collect your scheduled Promissory Note payments according to your Promissory Note and Security Instrument. A *Payment Statement* will be mailed or emailed to you on a regular basis. Please send your check with your account number written on it, plus the payment coupon from your statement (unless you have established an Automated Payments (ACH) debit program with FCI). You should review each *Payment Statement* carefully for accurate loan information. At year-end, an interest statement (IRS Form 1098) will be mailed to you for tax purposes. To view your account and for other payment options, visit www.trustfci.com and click on "Borrower Payment Options" located at the top of FCI's web page.

IMPORTANT BANKRUPTCY INFORMATION

IF YOU OR YOUR ACCOUNT ARE SUBJECT TO PENDING BANKRUPTCY PROCEEDINGS, OR IF YOU RECEIVED A BANKRUPTCY DISCHARGE ON THIS DEBT, THIS STATEMENT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT AN ATTEMPT TO COLLECT A DEBT.

Your Creditor has provided FCI the following information regarding the Total Amount Due on your Promissory Note (the "Debt").

Deferred Principal Balance:	\$ 0.00	Principal Balance:	\$ 347,224.81
Deferred Unpaid Interest:	\$ 0.00	Accrued Interest:	\$ 148,098.62
Deferred Late Charges:	\$ 0.00	Accrued Late Charges:	\$ 5,491.00
Deferred Loan Charges:	\$ 0.00	Other Amounts Due:	\$ 104,123.45

Amount of Debt: \$ 604,937.88

VALIDATION OF DEBT: Unless you, the consumer, within thirty days after receipt of this notice, dispute the validity of the Debt, or any portion thereof, the Debt will be assumed to be valid by FCI as the Debt Collector. If you notify FCI in writing, within thirty days after receipt of this notice, that you dispute the Debt or any portion of the Debt, we will, as required by law, obtain and mail to you verification of the Debt and or a copy of a Judgment against you. Upon your written request within the thirty-day period, FCI as the Debt Collector will provide you, as the consumer, with the name and address of the original creditor, if different from the current Creditor.

As of the date of this Notice, the Debt is \$ 604,937.88. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection.

PLEASE BE ADVISED YOUR LOAN TERMS MAY BE ADJUSTED ONCE ALL LOAN DOCUMENTS HAVE BEEN RECEIVED AND/OR REVIEWED.

IF YOU ARE NOT IN BANKRUPTCY OR DISCHARGED OF THIS DEBT, BE ADVISED THAT FCI IS A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A DEBT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

If you have any questions regarding the above information, please write or call FCI's Customer Care Center toll-free number at 1-800-931-2424 (x651) during normal business hours (Monday-Friday, 8:00 AM - 5:00 PM, PST). When calling, please reference your loan number.

Sincerely,
Customer Care Department
FCI Lender Services

3 Pages Total

FCI LENDER SERVICES

Redacted

EXHIBIT C



FCI Lender Services, Inc.

Customer Service: (800) 931-2424 Fax: 714-282-5775
 Customer Information: www.trustfci.com NMLS #4920, BRE #01022780

Statement Date: 07/27/2017

Redacted
Demand Loan Payoff
 From Borrower

Borrower **ALTAGRACIA DIAZ** Servicer **FCI Lender Services, Inc.**
 [Redacted] **PO BOX 27370**
Anaheim CA 92809-0112
800-931-2424

Account: [Redacted]

You are authorized to use the following amounts to payoff the above-mentioned loan. All necessary legal documents will be forwarded to the trustee for Full Reconveyance upon receipt of payment in full.

Payoff date : 08/04/2017	
Maturity Date :	04/01/2022
Next Payment Due :	10/01/2011
Interest Rate :	7.3750%
Current Rate :	7.3750%
Interest Paid to Date :	09/01/2011
Unpaid Principal :	\$347,224.81
Deferred Unpaid Principal :	\$0.00
Accru. Int. Balance from 09/01/2011-08/04/2017 :	\$151,726.39
Unpaid Interest :	\$0.00
Deferred Unpaid Interest :	\$0.00
Unpaid Fees:	\$0.00
Acc. Late Charges(Calculated through Payoff Date):	\$5,652.50
Unpaid Late Charges :	\$0.00
Deferred Unpaid Late Charges :	\$0.00
Unpaid Charges:	\$104,123.45
Other Fees:	\$0.00
Reserve Balance:	\$0.00
Impound to Use:	\$0.00
Prepayment Penalty :	\$0.00
Principal Credit :	\$0.00
Interest Credit :	\$0.00
Unpaid Charges Credit :	\$0.00
Late Charges Credit :	\$0.00
Impound Credit :	\$0.00
Prepay Credit :	\$0.00
Unpaid Fees Credit :	\$0.00
To Payoff Your Loan , Please Pay:	\$608,727.15
Daily Interest Amount (After 8/4/2017)	\$71.13
* Based on unpaid balance and unpaid charges combined.	

*** If a payment or payoff is not received during the payment grace period, a late charge will be included in payoff of the loan.

PLEASE CALL TO VERIFY PAYOFF AMOUNT AND FEES DUE, PRIOR TO ISSUING PAYMENTS.

We reserve the right to amend this demand should any changes occur that would increase the total amount for payoff. Please note this demand expires on 07/27/2017, at which time you are instructed to contact this office for additional instructions (DEMAND FORWARDING FEES ARE DUE EVEN UPON CANCELLATION OF YOUR ESCROW).

Please make your disbursement payable to: **FCI Lender Services, Inc.**
 (Only Certified funds, wire transfer or title company check will be accepted)

Sincerely,

DRAFT REPORTS
FCI Lender Services, Inc.

Attention: Data provided on this page is for informational purposes only and not to be used for tax purposes or Reinstatements out of Foreclosure.
 FCI does not warrant or represent that the information contained herein is accurate. Please call Customer Service for account details.

Date	Rate	Principal	Interest	Total	Unpaid	Accrued	Unpaid	Accrued	Total	Unpaid	Accrued	Total
01/01/2016	7.3750%	\$ 2,133.99	\$ 0.00	\$ 2,133.99	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 80.75	\$ 0.00	\$ 0.00	\$ 80.75
02/01/2016	7.3750%	\$ 2,133.99	\$ 0.00	\$ 2,133.99	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 80.75	\$ 0.00	\$ 0.00	\$ 80.75
03/01/2016	7.3750%	\$ 2,133.99	\$ 0.00	\$ 2,133.99	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 80.75	\$ 0.00	\$ 0.00	\$ 80.75
04/01/2016	7.3750%	\$ 2,133.99	\$ 0.00	\$ 2,133.99	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 80.75	\$ 0.00	\$ 0.00	\$ 80.75
05/01/2016	7.3750%	\$ 2,133.99	\$ 0.00	\$ 2,133.99	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 80.75	\$ 0.00	\$ 0.00	\$ 80.75
06/01/2016	7.3750%	\$ 2,133.99	\$ 0.00	\$ 2,133.99	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 80.75	\$ 0.00	\$ 0.00	\$ 80.75
07/01/2016	7.3750%	\$ 2,133.99	\$ 0.00	\$ 2,133.99	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 80.75	\$ 0.00	\$ 0.00	\$ 80.75
08/01/2016	7.3750%	\$ 2,133.99	\$ 0.00	\$ 2,133.99	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 80.75	\$ 0.00	\$ 0.00	\$ 80.75
09/01/2016	7.3750%	\$ 2,133.99	\$ 0.00	\$ 2,133.99	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 80.75	\$ 0.00	\$ 0.00	\$ 80.75
10/01/2016	7.3750%	\$ 2,133.99	\$ 0.00	\$ 2,133.99	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 80.75	\$ 0.00	\$ 0.00	\$ 80.75
11/01/2016	7.3750%	\$ 2,133.99	\$ 0.00	\$ 2,133.99	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 80.75	\$ 0.00	\$ 0.00	\$ 80.75
12/01/2016	7.3750%	\$ 2,133.99	\$ 0.00	\$ 2,133.99	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 80.75	\$ 0.00	\$ 0.00	\$ 80.75
01/01/2017	7.3750%	\$ 2,133.99	\$ 0.00	\$ 2,133.99	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 80.75	\$ 0.00	\$ 0.00	\$ 80.75
02/01/2017	7.3750%	\$ 2,133.99	\$ 0.00	\$ 2,133.99	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 80.75	\$ 0.00	\$ 0.00	\$ 80.75
03/01/2017	7.3750%	\$ 2,133.99	\$ 0.00	\$ 2,133.99	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 80.75	\$ 0.00	\$ 0.00	\$ 80.75
04/01/2017	7.3750%	\$ 2,133.99	\$ 0.00	\$ 2,133.99	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 80.75	\$ 0.00	\$ 0.00	\$ 80.75
05/01/2017	7.3750%	\$ 2,133.99	\$ 0.00	\$ 2,133.99	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 80.75	\$ 0.00	\$ 0.00	\$ 80.75
06/01/2017	7.3750%	\$ 2,133.99	\$ 0.00	\$ 2,133.99	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 80.75	\$ 0.00	\$ 0.00	\$ 80.75
07/01/2017	7.3750%	\$ 2,133.99	\$ 0.00	\$ 2,133.99	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 80.75	\$ 0.00	\$ 0.00	\$ 80.75
08/01/2017	7.3750%	\$ 2,133.99	\$ 0.00	\$ 2,133.99	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
09/04/2017	7.3750%	\$ 213.10	\$ 0.00	\$ 213.10	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
		\$151,726.39	\$ 0.00	\$151,726.39	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 652.50			

Reflected

Itemization of Unpaid Charges					
Date	Description	Interest Rate	Unpaid Balance	Accrued Interest	Total Due
06/09/2017	Prior Servicer 3rd Party Advances	0.000%	\$677.40	\$0.00	\$677.40
06/09/2017	Prior Servicer Corp Advance Fees	0.000%	\$7,795.49	\$0.00	\$7,795.49
06/09/2017	Prior Servicer Escrow Advances	0.000%	\$95,650.56	\$0.00	\$95,650.56
					\$104,123.45

Property List
[REDACTED]

Itemization of Other Fees	
Description	Amount
Demand Fee	\$0.00
Reconveyance Fee	\$0.00
Recording Fee	\$0.00
Forwarding Fee	\$0.00
\$0.00	

Attention: Data provided on this page is for informational purposes only and not to be used for tax purposes or Reinstatements out of Foreclosure.

FCI does not warrant or represent that the information contained herein is accurate. Please call Customer Service for account details.

Redacted

EXHIBIT D



FCI Lender Services, Inc.

Loan Servicing • Specialty Servicing • Default

Phone: 800-931-2424 Fax: 714-282-5775

FINAL RESPONSE TO DEBT VALIDATION DISPUTE & TILA REQUEST

VIA REGULAR MAIL AND CERTIFIED MAIL RRR

Altagracia Diaz



August 3, 2017

Re: Loan No.: [Redacted]
Property Address: [Redacted]

Dear Ms. Diaz:

FCI Lender Services, Inc. ("FCI") is the servicer of the above-reference mortgage loan on behalf of Residential Opportunities Trust III. On June 24, 2017, we received your Debt Validation Dispute letter. By letter dated June 26, 2017, we acknowledged receipt of your letter, and provided a partial response thereto. A copy of our June 26, 2017 letter is enclosed herewith. We write to provide further verification of the debt under the Fair Debt Collection Practices Act (15 U.S.C. § 1692 et seq.).

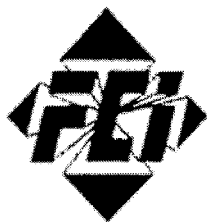
We provide the following additional loan information in response to your letter:

1. The loan was originated by Greenpoint Mortgage Funding, Inc. ("Greenpoint") on March 26, 2007 in the amount of \$438,900.00.
2. The loan was assigned (1) from Mortgage Electronic Registration Systems, Inc., as nominee for Greenpoint to JPMorgan Mortgage Acquisition Corp. ("JPMorgan"); (2) from JPMorgan to Wilmington Trust, National Association, not in its individual capacity, but solely as trustee for VM Trust Series 3, a Delaware Statutory Trust ("Wilmington"); and (3) from Wilmington to Wilmington Savings Fund Society, FSB d/b/a Christiana Trust as Owner Trustee of the Residential Credit Opportunities Trust III.
3. The loan is due for the October 1, 2011 payment and all subsequent payments.

As verification of your loan, enclosed please find a copy of the note and mortgage executed by you, along with a copy of the assignments of mortgage, and a payoff statement good through August 4, 2017. In addition, please refer to the payment history that was included in our letter to you in response to your qualified written request.

If you should have any questions, please feel free to contact our office toll-free at 800-931-2424 (x.651) Monday through Friday between 8:00 am-5pm, Pacific Time for further assistance.

***Thank you,
FCI Lender Services, Inc.
800-931-2424 x. 651***



FCI Lender Services, Inc.

Loan Servicing • Specialty Servicing • Default

Phone: 800-931-2424 Fax: 714-282-5775

Redacted

FINAL RESPONSE TO DEBT VALIDATION DISPUTE & TILA REQUEST

VIA REGULAR MAIL AND CERTIFIED MAIL RRR

Altagracia Diaz

August 3, 2017

Re: Loan No.: [Redacted]
Property Address: [Redacted]

Dear Ms. Diaz:

FCI Lender Services, Inc. ("FCI") is the servicer of the above-reference mortgage loan on behalf of Residential Opportunities Trust III. On June 22, 2017, we received your Qualified Written Request letter. In accordance with 12 C.F.R. § 1024.36(c), by letter dated June 26, 2017, we acknowledged receipt of your letter. A copy of our June 26, 2017 letter is enclosed herewith.

In response to your request for an account history, we object that the request is overbroad and unduly burdensome, as defined by 12 CFR § 1024.36(f)(1)(iv). We also object to the extent your request would require us to provide any information that would be considered confidential or subject to the attorney-client privilege. Subject to these objections, enclosed please find a copy of excerpts from the prior servicer's payment history for your loan, which covers transactions from October 1, 2011. Also enclosed is FCI's current payoff statement for your loan, which is good through August 4, 2017.

If you should have any questions, please feel free to contact our office toll-free at 800-931-2424 (x.651) Monday through Friday between 8:00 am-5pm, Pacific Time for further assistance.

Thank you,
FCI Lender Services, Inc.
800-931-2424 x. 651

Note: FCI Lender Services, Inc. is a debt collector and is attempting to collect a debt. Any information obtained will be used in furtherance of that purpose.

IF YOU OR YOUR ACCOUNT ARE SUBJECT TO PENDING BANKRUPTCY PROCEEDINGS, OR IF YOU HAVE RECEIVED A BANKRUPTCY DISCHARGE, THIS LETTER IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT AN ATTEMPT TO COLLECT A DEBT.



FCI Lender Services, Inc.

Loan Servicing • Specialty Servicing • Default

Phone: 800-931-2424 Fax: 714-282-5775

Redacted

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IF YOU OR YOUR ACCOUNT ARE SUBJECT TO PENDING BANKRUPTCY PROCEEDINGS, OR IF YOU HAVE RECEIVED A BANKRUPTCY DISCHARGE, THIS LETTER IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT AN ATTEMPT TO COLLECT A DEBT.

Redacted

EXHIBIT E

Redacted



200025 1057
NOTE

1927353860

March 26, 2007
[Date]

Garden City
[City]

New York
[State]



[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 438,900.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is GreenPoint Mortgage Funding, Inc.

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

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.375%.

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

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payment on the 1st day of each month beginning on May 1, 2007. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on April 1, 2022, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. Box 1093, Branford, CT 06405-8093 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 4,037.54

4. BORROWER'S RIGHT TO PREPAY

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

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

0750571721

NEW YORK FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3233 1/01
VMP MORTGAGE FORM 6 - (806)21-7281

Redacted

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 2.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

0750571721

Form 3233 1/01

Reflected

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Lender may require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. If Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission, Lender also may require immediate payment in full. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender requires immediate payment in full under this Section 18, Lender will give me a notice which states this requirement. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is given to me in the manner required by Section 15 of this Security Instrument. If I do not make the required payment during that period, Lender may act to enforce its rights under this Security Instrument without giving me any further notice or demand for payment.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Altagracia Diaz (Seal) _____ (Seal)
Altagracia Diaz -Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

[Sign Original Only]

0750571721

Redacted

WITHOUT RECOURSE
PAY TO THE ORDER OF:

GreenPoint Mortgage Funding, Inc.


Thomas K. Mitchell
Vice President

Redacted

EXHIBIT F

Redacted

Prepared by, Recording Requested By and Return to:
Charles Brown
Brown & Associates
2316 Southmore
Pasadena, TX 77502
713-941-4928

Client Id: [REDACTED]
Loan #: [REDACTED]



ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, WILMINGTON TRUST, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE FOR VM TRUST SERIES 3, A DELAWARE STATUTORY TRUST, ITS SUCCESSORS AND ASSIGNS, whose address is 500 Delaware Avenue, 11th Floor, Wilmington, DE 19801 does hereby assign and transfer to See attached Exhibit A, ITS SUCCESSOR AND ASSIGNS forever and without recourse, whose address is _____, _____ all its right, title and interest in and to the described Mortgage executed by ALTAGRACIA DIAZ, AN UNMARRIED WOMAN to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR GREENPOINT MORTGAGE FUNDING, INC., ITS SUCCESSORS AND ASSIGNS for \$438,900.00 dated 3/26/2007 of record on 5/23/2007 in Book M31922 Page 227, in the NASSAU County Clerk's Office, State of NEW YORK.

Property Address: [REDACTED]
S/B/L: [REDACTED]

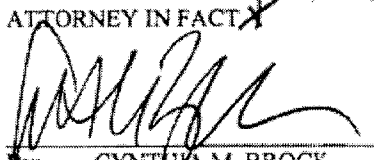
ASSIGNED FROM MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR GREENPOINT MORTGAGE FUNDING, INC. TO J.P. MORGAN MORTGAGE ACQUISITION CORP. DATED 9/5/2012 AND FILED FOR RECORD 10/5/2012 IN BOOK M 37802 AND PAGES 1-2.

JPMORGAN MORTGAGE ACQUISITION CORP. TO WILMINGTON TRUST, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE FOR VM TRUST SERIES 3, A DELAWARE STATUTORY TRUST DATED 1/7/2015 AND FILED FOR RECORD 2/16/2016 IN BOOK M 41019, PAGE 200 AS INSTRUMENT NUMBER 2016-15554.

Redacted

Executed this 7/10/17

WILMINGTON TRUST, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE FOR VM TRUST SERIES 3, A DELAWARE STATUTORY TRUST BY NEW PENN FINANCIAL, LLC, D/B/A SHELLPOINT MORTGAGE SERVICING AS ATTORNEY IN FACT.


By: CYNTHIA M. BROCK
Title: MANAGER

POA recorded 7/10/2017 as
inst. #2017-68775 in Nassau
County, New York.

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

On 7/10/17, before me, the undersigned, personally appeared CYNTHIA M. BROCK the MANAGER of New Penn Financial, LLC, d/b/a Shellpoint Mortgage Servicing attorney in fact for WILMINGTON TRUST, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE FOR VM TRUST SERIES 3, A DELAWARE STATUTORY TRUST, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Greenville, County of Greenville, State of SC.



Notary Public in and for the State of SOUTH CAROLINA
Notary's Printed Name: B. FREEMAN
My Commission Expires: 5/13/2020

For \$438,900.00 dated 3/26/2007



This assignment is not subject to the requirements of Section 275 of the Real Property Law because it is an assignment within the Secondary Mortgage Market.



Redacted

EXHIBIT 'A'

WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST AS OWNER
TRUSTEE OF THE RESIDENTIAL CREDIT OPPORTUNITIES TRUST III, whose address is

[REDACTED]

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit: FCI Lender Services Threatened to Impose Illegal Late Fee on Woman's Mortgage](#)
