

\* \* \*

## **DO NOT SEND OR email THIS PAGE**

*“If I were you, I would”:*

- Change/update all names, dates, addresses, and account numbers - currently in blue. Remove those blue parentheses around the blue names at the same time.
- Check to see if MERS is on your Deed of Trust. If not, remove all references to it.
- Add by type or handwriting the certified mail numbers in the document, then
- On your edit button, “Select all” and mark the entire document all **black** ink.
- *Proofread* at least three times for accuracy (understanding), & punctuation.
- Print on clean quality paper. Make a separate copy for each entity, and a signed one for yourself, for a later court exhibit.
- Sign & send certified mail with other notices.
- IF in a foreclosure rush - *Fax to all also*. Soon thereafter, verify receipt with each recipient, and “what they are going to do with it”, with digitally-recorded phone calls. Go the extra mile - these recordings are *invaluable* later in court, because *they regularly lie*, since they have gotten away with it so long in America. Impeach the witnesses and the very less-than-honest companies they work for. Failure to do this will be your #1 regret later! Courts won’t believe your juicy hearsay claims very often.

This is a copyrighted letter-writing template  
© 2009-2010 FREE SPEECH TRUST. All Rights Reserved Worldwide.

Not Legal Advice. Consult a Qualified Attorney if You Can Find One. Good Luck.

The so-called ‘Banks’ and gov’t “Bailouts” don’t care about you and your property rights, as you will soon discover.

For additional in-depth research & self-education, regularly consult and bookmark this quality, completely *non-related* foreclosure website at:

**[LivingLies.Wordpress.com](http://LivingLies.Wordpress.com)**

## **DO NOT SEND or email THIS PAGE**

VERSION & COPYRIGHT# **9-27-10** MAJOR REVISION

Shred all older template versions as partially **Obsolete**. Replace with this latest version.  
Keep copies of older versions that you actually have already specified and *sent* to Banks. Feel free to mail this version again too. Do NOT Email with this page and revision throughout the document or you will look like a fool.  
. More proof of non-compliance for a Jury!

**Print and Remove this Page**

(YOUR NAME)  
(SPOUSE NAME, IF ON LOAN OR APPLICABLE, OTHERWISE REMOVE THIS LINE)  
(Your Address)  
(City, State, Zip)  
(August 12, 2010, replace with correct)

## **QUALIFIED WRITTEN REQUEST**

&  
GENERAL DEMAND FOR DISCLOSURE OF ALL TERMS OF CLAIMED 'CONTRACT'  
&  
SECTION 22, DEED OF TRUST, PRE-LITIGATION DISCOVERY

(Servicer Now)  
Address from Hades  
Phoenix, AZ 85666

Kondaur Capital Corporation  
1100 Town & Country, Suite 1600  
Orange, California 92868

Kondaur Venture X, LLC  
Kondaur Capital Trust Series 2009-3  
1100 Town & Country, Suite 1600  
Orange, California 92868

M & I Marshall and Ilsley Bank  
770 N. Water Street  
Milwaukee, WI 53202

Old Original Title Agency  
4783 S. Lakeshore Drive  
Tempe, Arizona 85282

Old Republic Title Insurance Company, et al.  
500 City Parkway West, Suite 200  
Orange, CA 92868-2915

Unknown Real Party in Interest  
Hidden from Consumer by above  
To be forwarded to them, by each above

Re: #039-1008666 hereinafter "Account" dated March 5, 2008 (hereinafter the subject 'loan' and is the reference for all questions and requests described below).

**QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT,  
VERIFICATION OF DEBT LETTER,  
ADMINISTRATIVE REQUEST FOR INFORMATION, TILA REQUEST, and  
PRE-TRIAL DISCOVERY PER SECTION 22 OF THE DEED OF TRUST**

This letter is a "Qualified Written Request" (QWR) 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. ***Each question*** is hereby also a ***separate*** F.D.C.P.A. request for verification with documentation pursuant to 15 U.S.C. § 1692, **and general administrative good faith discovery request for Section 22 pre-trial disclosure of the real party in interest and nature of the transaction and accounting.**

Dear [Vertical Property Management LLC, Kondaur Capital Corporation, Kondaur Venture X, LLC, Kondaur Capital Trust Series 2009-3, M & I Marshall and Ilsley Bank, Westland Title Agency, Old Republic Title Insurance Company, et al.:](#)

**Each of you is a defacto Servicer and F.D.C.P.A. debt collector** to this present bifurcated 'account'. You have acted as co-accountant, claimer of default, special power of attorney, agent - aiding and abetting other potential Defendant Servicers in this 'account'. Your **silence** to these administrative timely questions is equated with fraud as described in *U.S. v. Tweel, and Connally v. General Construction Co.* I will be identifying individuals, agents, and employees who will continue to aid and abet this fraud for their employing companies, as potential co-conspirators. **I expect honest, complete, thorough, answers to my questions about this account from everybody,** and rest assured will accept nothing less than that.

I am writing to you to thoroughly inquire into the origination of this mortgage and the subsequent servicing of this mortgage and my 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. This loan was rescinded on [April 7<sup>th</sup>, 2010](#) due to the Originator's and other unknown parties' Material Breaches and misrepresentations. This loan was also rescinded due to a lack of any Real Party in Interest. This loan was also rescinded due to a lack of any valid good faith Holder in Due Course pursuant to A.R.S. 47-3302.

Needless to say, I am very concerned, with all the news lately regarding the stories of predatory lending. Specifically [Kondaur Capital Corporation, Kondaur Venture X, LLC, Kondaur Capital Trust Series 2009-3, M & I Marshall and Ilsley Bank, Old Republic Title Insurance Company, et al.,](#) leave me feeling that there is something they are trying to hide.

Also, my recent review of [M & I Marshall and Ilsley Bank, and/or Kondaur Capital Corporation L.P.](#)'s 8-K and 10-K SEC filings show significant dealings in securitized, resold, repackaged **securities** often misrepresented as 'mortgages'.

I worry that potential fraudulent and deceptive practices by unscrupulous mortgage brokers, bankers; 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 currently, or may be legally obligated to.

**THIS ALLEGED ACCOUNT IS ERROR FOR EACH OF THE FOLLOWING:**

Vertical Property Management LLC, Kondaur Capital Corporation, Kondaur Venture X, LLC, Kondaur Capital Trust Series 2009-3, M & I Marshall and Ilsley Bank, Westland Title Agency, Old Republic Title Insurance Company each conspired to purpose the following:

- The Deed of Trust is NULL. Vertical Property Management LLC, Kondaur Capital Corporation, Kondaur Venture X, LLC, Kondaur Capital Trust Series 2009-3, M & I Marshall and Ilsley Bank, Westland Title Agency, Old Republic Title Insurance Company purposely bifurcated the Note (Held in the name of M & I Marshall and Ilsley Bank) from the Deed of Trust (Held in the entity of Kondaur Capital Series Trust 2009-3, in violation of *Carpenter v. Longan*, 83 U.S. 271, at 274, and *In Re Leisure Time Sports, Inc.*, 194 B.R. 859, 861, et al.
- I was deceived in the origination of this account by you.
- There was Fraud in the Inducement to this transaction by you.
- Others have aided and abetted the furtherance of that Fraud in the Inducement.
- I am the victim of a Predatory loan by you.
- I was not disclosed the fact that the loan was actually a toxic 'MBS' Security. Said security was not properly disclosed to the S.E.C, and more importantly to me.
- Mortgage Insurance was already paid to Marshall & Ilsley Bank, Kondaur Capital Corporation, and/or other unknown parties, violating the Collateral Source Rule, in attempting to collect twice or more from the same transaction.
- On information and belief, this Note has more than one Q identification number.
- Each of you has violated the Uniform Commercial Code Intent and **Comments** for §3302: that the taker of an irregular or incomplete instrument is not a person the law should protect against defenses of the obligor or claims of prior owners.

“Subsection (a)(1) is a return to the N.I.L. rule **that the taker of an irregular or incomplete instrument is not a person the law should protect against defenses of the obligor** or claims of prior owners. This reflects a policy choice against extending the holder in due course doctrine to an instrument that is so incomplete or irregular “as to call into question its authenticity.” The term “authenticity” is used to make it clear that the irregularity or incompleteness must indicate that the instrument may not be what it purports to be. **Persons who purchase or pay such instruments should do so at their own risk.** Under subsection (1) of former Section 3-304, irregularity or incompleteness gave a purchaser notice of a claim or defense. But it was not clear from that provision whether the claim or defense had to be related to the irregularity or incomplete aspect of the instrument. This ambiguity is not present in subsection (a)(1).’ (Emphasis provided)

Each of you, including [Kondaur](#) and [Vertical Property Management](#), has **clearly** violated this legislative intent of this U.C.C. 3302, and its companion Arizona statute -A.R.S. 47-3302.

### **YOUR SECURITIZATION OF MY SIGNATURE WAS UNDISCLOSED AND IS ILLEGAL**

Further, your foundational undisclosed securitization of my signature is illegal under US legislation – primarily because it is fraudulent, and causes specific violations of R.I.C.O., usury, Antitrust and bankruptcy laws. And it flies in the face of public policy in numerous ways, as is expounded in extensive detail in an analysis published in the journal [Economic Intelligence Review](#) 2009Q1 (7) with several pages of book, article and case references.

To begin with, your securitization violates US State usury and disclosure legislation. Secondly, all ‘true-sale’, ‘disguised loan’ as well as ‘assignment’, securitizations are essentially tax evasion schemes.

Thirdly, in all ‘true-sale’, ‘disguised loan’ and ‘assignment’ securitizations, the conflict of interest inherent in the sponsor also serving as the servicer constitutes fraud and conversion.

In the fourth place, in all ‘true-sale’, ‘disguised loan’ and ‘assignment’ securitizations where the Special Purpose Vehicle [SPV] is a trust, the declaration of trust is void, as it exists for an illegal purpose.

In the fifth place, off-balance sheet treatment of asset-backed securities (both for ‘true-sale’ and for assignment transactions) constitutes fraud.

Sixth, all ‘true-sale’, ‘disguised loan’ and ‘assignment’ securitizations involve blatant fraudulent conveyances.

In the seventh place, securitization usurps United States bankruptcy laws and is accordingly illegal, as well as being also demonstrably contrary to public policy.

## YOUR SECURITIZATION ENTAILS GROSS VIOLATIONS OF R.I.C.O. STATUTES

In ‘true-sale’, ‘disguised loan’ and ‘assignment’ securitizations, there are fraudulent transactions which serve as ‘predicate acts’ under US Federal R.I.C.O. statutes.

The specific R.I.C.O. sections are: Section 1341 (mail fraud); Section 1343 (wire fraud); Section 1344 (financial institution fraud); Section 1957 (engaging in monetary transactions improperly derived from specified unlawful activity) [‘the money you make from the illegal exploitation of my money, is my money’]; and Section 1952 (racketeering).

Furthermore, securitization constitutes violations of American antitrust statutes through market integration, syndicate collusion, price formation, vertical foreclosure, tying, price-fixing, predatory pricing, and the rigging of allocations.

Securitization also involves void contracts, given the lack of consideration, illusory promises, the absence of any actual bargain, the absence of mutuality – and finally illegal subject matter and the contravention of public policy.

Securitization is riddled with Fraudulent Transfer, Fraud in the Inducement, Fraud in Fact by Deceit, Theft by Deception (Fraudulent Concealment), and Fraudulent Conveyance: see the US securities regulations routinely breached in such activity, listed at the foot of this report and of most of these reports for THE PAST THREE YEARS, and other laws also routinely flouted in this context.

## SUMMARY FORENSIC ANALYSIS PROVING THE ILLEGALITY OF YOUR SECURITIZATION OF THIS ‘ACCOUNT’.

From whichever angle your securitization is considered, it is ILLEGAL. For example, the contracts are themselves VOID. This is because the process of securitization involves several contracts that are either signed simultaneously, or within a short timeframe – many of which are rendered void inter alia because there is no consideration in contracts used in effecting the securitizations.

Many such contracts involve unilateral executory undertakings containing illusory promises. A unilateral executory promise is not a consideration. Such promises typically include a promise made by the Special Purpose Vehicle to pay out periodic interest, whether contingent or non-contingent on whether the collateral pays cash interest.

Collateral-substitution agreements contain a promise whereby the sponsor agrees to substitute impaired collateral. An assignment agreement of future (not yet existing) collateral may well be deemed a unilateral executory promise by the sponsor.

Illusory promises are not valid consideration for a contract. Such promises may be found in the Subscription/Purchase Agreement, whereby an existing asset is being exchanged for a future asset that does not exist as of the date of the subscription/purchase agreement. To make matters worse, none of the agreements typically signed by the investor as part of his/her purchase of the Special Purpose Vehicle's Asset-Backed Securities expressly incorporates the (typically illusory) promises embodied in the offering prospectus.

OR: The Special Purpose Vehicle's promise to pay interest and/or dividends on Asset-Backed Securities 'Interest-Onlys', Preferreds and 'Principal-Onlys' are essentially illusory promises because the underlying collateral may not produce any cash flows at all: so there won't be any interest/dividend payments.

Moreover the lack of mutuality characterizing such contracts renders them null and void, by definition. In any such contract, each party must have firm control of the subject matter of the contract and the underlying assets (consideration), and there MUST be a direct contractual relationship between the parties concerned.

But this is not the case, especially as the Special Purpose Vehicle's corporate documents (trust indentures or bylaws or articles of incorporation) may typically limit the right of each Asset-Back Security investor; while there is typically no mutuality at all between the Special Purpose Vehicle and the sponsor/originator, because both entities are essentially the same, and are controlled by the sponsor before and after the securitization takes place.

**YOUR SECURITIZATION IS A COVER FOR TAX EVASION FOR YOUR FIRMS.**

In addition to your multiple violations of American State usury laws, all 'true-sale', 'disguised loan' and 'assignment securitizations' are essentially tax evasion arrangements.

**YOUR SECURITIZATION VIOLATES THE U.S. BANKRUPTCY CODE AND THEREFORE ALSO CONTRAVENES PUBLIC POLICY**

Any transfer or conveyance of the assets of a debtor that is deemed to be made for the purposes of hindering, delaying or defrauding actual or potential creditors, may be determined by Courts to be a Fraudulent Conveyance under Section 548 of the US Bankruptcy Code or under a relevant theory of Constructive Fraud.

Although each US State has its own laws regarding the appropriate elements of proof of Constructive Fraud, Section 548(a)(2) of the US Bankruptcy Code permits an inference of Constructive Fraud if the following factors exist:

(1): The debtor received less than reasonably equivalent value for the property transferred; and:

(2): The debtor was insolvent or became insolvent as a result of the transfer, or else retained unreasonably small capital after the transfer, or made the transfer with the intent or belief that it would incur debts beyond its ability to pay.



The following theories of Fraudulent Conveyance within the context of securitization may apply:

- Where the sponsor/originator receives insufficient value for assets transferred.
- Where there is an 'intent to hinder, delay or defraud' creditors (representing an implicit pre-petition waiver of one's right to file for bankruptcy), with regard to the originator's transfer of assets to the SPV, or the originator's transfer of assets to the SPV has clearly not been undertaken on an arms'-length basis.
- Where securitization increases the originator's bankruptcy risk; and:
- In all instances where securitization usurps the United States' bankruptcy laws and is therefore illegal on such a basis alone.

## YOUR SECURITIZATION VIOLATES FEDERAL R.I.C.O. STATUTES

Turning now to the reality that securitization constitutes a violation of US Federal R.I.C.O. Statutes [see Legal Notes below], we can state without equivocation that the entire securitization process constitutes violations of Federal R.I.C.O. statutes, because: (1): There is the requisite criminal or civil 'enterprise' – consisting of the sponsor/issuer, the trustees and the intermediary bank. These three parties work closely together to effect the securitization transaction.

(2): There are 'predicate acts' of:

(a): Mail fraud – using the mails for sending out materials among themselves and to investors.

(b): Wire fraud – using wires to engage in fraud by communicating with investors.

(c): Conversion – where there isn't proper title to collateral.

(d): Deceit: misrepresentation of issues and facts pertaining to the securitization transaction.

(e): Securities fraud: disclosure issues.

(f): It entails loss of profit opportunity.

(g): It involves the making of false statements and or misleading representations about the value of the collateral.

(h): It entails stripping the originator/issuer of the ability to pay debt claims or judgment claims in bankruptcy court – a state of affairs that may apply where the sponsor is financially distressed and the cash proceeds of the transaction are significantly less than the value of the collateral.

There is also typically the requisite 'intent' by members of the enterprise – evident in knowledge (actual and inferable), acts, omissions, purpose (actual and inferable) and results. Intent can be reasonably inferred from:

(a): The existence of a sponsor that seeks to raise capital – and cannot raise capital on better terms by other means;

(b): The participation of an investment bank that has very strong incentives to consummate the transaction on any agreeable (but not necessarily reasonable) terms.

I intend on diligently pursuing prosecution of **each** of your illegal actions.

**RESULTANT REQUESTS FOR INFORMATION REGARDING YOUR  
SECURITIZATION OF MY SIGNATURE  
and  
YOUR SERVICING OF THAT 'SECURITY':**

I reasonably have to demand absolute firsthand evidence from you of the original **uncertificated** or **certificated security** regarding account #039-1008666 In the event you do not supply me with the very security, or proof otherwise, it will be a positive confirmation on your part that the originator **M & I Marshall and Ilsley Bank** never really created and owned one.

I also hereby demand that a chain of transfer from you to wherever the security is now be promptly sent to me as well. Absent the actual evidence of the security, I have no choice but to dispute the validity of your lawful ownership, funding, entitlement right, and the current debt you say I owe. By debt I am referring to the principal balance you claim I 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.

No one disclosed to me in any way, involvement with my unintended signature indorsing any Security, whatsoever.

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

Each firm, please do not rely on previous servicing companies or originators records, assurances or indemnity agreements and refuse to conduct a full audit and investigation of this account.

I understand that potential abuses by you or previous servicing companies could have deceptively, wrongfully, unlawfully, and/or illegally:  
Increased the amounts of monthly payments;  
Increased the principal balance I owe;  
Increased the escrow payments;  
Increased the amounts applied and attributed toward interest on this account;  
Decreased the proper amounts applied and attributed toward the principal on this account;  
and/or  
Assessed, charged and/or collected fees, expenses and miscellaneous charges I am not legally obligated to pay under this mortgage, note and/or deed of trust.

I request you insure that I have not been the victim of such predatory servicing and lending practices.

To insure this, I have authorized a thorough review, examination, accounting, and audit of mortgage account #039-1008666 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 section 2605(e) of the United States Code as well as a request under the Truth In Lending Act 15 U.S.C. section 1601. RESPA provides substantial penalties and fines for non-compliance or failure to answer my questions provided in this letter within sixty (60) business days of its receipt.

In order to conduct the examination and audit of this loan, I need to have full and immediate disclosure including copies of all pertinent information regarding this loan. The documents requested and answers to my questions are needed by myself and others to ensure that this loan:

1-Was originated in lawful compliance with all federal and state laws, regulations including, but not limited to RESPA, TILA, Fair Debt Collection Practices Act, F.C.R.A., HOEPA, A.C.F.A.”) and other laws;

2-With all copies of your specific internal audits showing otherwise, or complete compliance to all of the above, sent to me;

3-That the origination and/or 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;

4-That you disclose 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;

5-That you disclose the **Real Party in Interest** 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;

6-That you disclose all **former Real Party in Interest(s)** 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;

7-That you disclose any insurance, any PMI received by any party to this transaction at any time since its inception, and was/is entitled to the benefits of payments, dates when they received all payments, and amounts;

8-That you disclose any insurance, any Credit Default Swaps received, created, or paid by or to any party to this transaction at any time since its inception, and was/is entitled to the benefits of payments, dates when they received all payments, and amounts;

9-That you disclose all Mortgage-Backed Securities (M.B.S.) created within this transaction, involved with, related to, or with income streams to any party to this transaction at any time since its inception, and was/is entitled to the benefits of payments, dates when they received all payments, and amounts;

10-That you disclose the names of all Investment Pool(s) created during this transaction, involved with, related to, or paid to any party at any time since its inception.

11-That you disclose the location(s) of these Pool(s), their addresses, and contact information of each of these.

12-That you disclose any REMIC's created, involved with, or paid by or to any party to this transaction at any time since its inception, and was/is entitled to the benefits of payments, dates when they received all payments, and amounts;

13-That you disclose any off-shore Trusts created, involved with, or paid by any party to this transaction at any time since its inception, and was/is entitled to the benefits of payments, dates when they received all payments, and amounts;

14-That you disclose the location(s) of these REMIC and Trust(s), their addresses, and contact information of each of these.

15- That you disclose with documentation all Interim Funder Interests

16- That you disclose with current accurate documentation all bailee agreements subject to this transaction.

17- That you disclose with documentation all milestone report(s) to this transaction

18-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, including but not limited to the period commencing with the original loan solicitation through and including any parties, instruments, assignments, letters of transmittal, certificates of asset backed securities and any subsequent transfer thereof;

19-That each servicer 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, including but not limited to all accounting or bookkeeping entries commencing with the original loan solicitation through and including any parties, instruments, assignments,

letters of transmittal, certificates of asset backed securities and any subsequent transfer thereof;

20-That each servicer and/or sub-servicers of this mortgage has serviced this mortgage in compliance with local, state and federal statutes, laws and regulations commencing with the original loan solicitation through and including any parties, instruments, assignments, letters of transmittal, certificates of asset backed securities and any subsequent transfer thereof;

21-That this mortgage account has been credited, debited, adjusted, amortized and charged correctly and disclosed fully commencing with the original loan solicitation through and including any parties, instruments, assignments, letters of transmittal, certificates of asset backed securities and any subsequent transfer thereof ;

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

23-That any principal balance has been properly calculated, amortized and accounted for.

24-That no charges, fees or expenses, not obligated by me in any agreement, have been charged, assessed or collected from this account or any other related account arising out of the subject loan transaction.

In order to *verify* this debt and audit this account, I need copies of pertinent documents to be provided to me. I 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 or my name.

As such, please send to me, at the address above, copies of the documents requested below as soon as possible. Please also provide **genuine** ORIGINAL and **CURRENT** copies, front and back, of the following documents regarding account #098-36146088.

1-Any certificated or uncertificated security used for the funding of this account;

2-Any and all “Pool Agreement(s)” or “servicing agreements” between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any government sponsored entity, hereinafter GSE or other party;

3-Any and all “Deposit Agreement(s)” between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;

4-Any and all “Servicing Agreement(s)” between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;

5-Any and all “Custodial Agreement(s)” between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;

6-Any and all “Master Purchasing Agreement(s)” between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;

7-Any and all “Issuer Agreement(s)” between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;

8-Any and all “Commitment to Guarantee” agreement(s) between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;

9-Any and all “Release of Document” agreement(s) between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;

10-Any and all “Master Agreement for Servicer’s Principal and Interest Custodial Account” between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;

11-Any and all “Servicer’s Escrow Custodial Account” between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;

12-Any and all “Release of Interest” agreement(s) between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and any GSE or other party;

13-Any Trustee agreement(s) between the nominal lender at the loan closing and any party or parties who could claim an interest in the loan closing or documents pertaining thereto and trustee(s) regarding this account or pool accounts with any GSE or other party;

Please also send me copies, front **and back**, of:

1-Any documentation evidencing any trust relationship regarding the Mortgage/Deed of Trust **and** any Note in this matter;

2-Any and all document(s) establishing any Trustee of record for the Mortgage/Deed of Trust **and** any Note;

3-Any and all document(s) establishing the date of any appointment of Trustee Mortgage/Deed of Trust **and** any Note, including any and all assignments or transfers or nominees of any substitute trustees(s);

4-Any and all document(s) establishing any Grantor for this Mortgage/Deed of Trust **and** any Note;

5-Any and all document(s) establishing any Grantee for this Mortgage/Deed of Trust **and** any Note;

6-Any and all document(s) establishing any Beneficiary for this Mortgage/Deed of Trust **and** any Note;

7-Any documentation evidencing the Mortgage/Deed of Trust is **not** a constructive trust or any other form of trust;

8-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.

9-All descriptions and legends of all Codes used in your mortgage servicing and accounting system so the examiners and auditors and experts retained to audit and review this mortgage account may properly conduct their work.

**10-All assignments, transfers, allonge, or other documents 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.

11-All records, electronic or otherwise, of assignments of this mortgage, monetary instrument, or servicing rights to this mortgage including any such assignments.

12-All deeds in lieu, modifications to this mortgage, monetary instrument or deed of trust from the inception of this account to the present date.

13-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.

14-All escrow analyses conducted on this account from the inception of this account until the date of this letter.

15-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 statements 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.

16-Front and back copies of all payment receipts, checks, money orders, drafts, automatic debits and written evidence of payments made by others or me on this account.

17-All letters, statements and documents sent to me by your company.

18-All letters, statements and documents sent to me by agents, attorneys or representatives of your company.

19-All letters, statements and documents sent to me 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.

20-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 the present date.

21-All electronic transfers, assignments and sales of the note/asset, mortgage, deed of trust or other security instrument.

22-All copies of property inspection reports, appraisals, BPOs and reports done on my property.

23-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.

24-All checks used to pay 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 account from the inception of this account to the present date.

25-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.

26-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 to the present date.

27-All account servicing transaction records, ledgers, registers and similar items detailing how this account has been serviced from the inception of this account to the present date.

Further, in order to conduct the audit and review of this account, and to determine all proper amounts due, I need the following answers to questions concerning the servicing and accounting of this mortgage account from its inception to the present date. Accordingly, please provide me, in writing, the answers to the following questions:

**In regards to Account Accounting and Servicing Systems:**

1-Please identify for me 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 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 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, and others can adequately audit this account.

4-A true and correct copy of all audio files made regarding this entire file.

5-A accounting of all Q numbers associated with this Promissory Loan.

**In regards to Debits and Credits:**

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

3-For each debit and credit listed, please provide me with the definition for each corresponding transaction code you utilize.

4-For each transaction code, please provide the master transaction code list used by you or previous servicers.

In regards to Mortgage and Assignments:

1-Has each sale, transfer or assignment of this mortgage, monetary instrument, deed of trust or any other instrument I 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 servicer 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 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 the names of the seller, purchaser, assignor, assignee or any holder in due course to any right or obligation of any note, mortgage, deed of trust or security instrument I executed securing the obligation on this account that was not recorded in the county records where my property is located whether they be mortgage servicing rights or the beneficial interest in the principal and interest payments.

6-I dispute all of your accounting and any claims of 'default', until these proofs are provided.

**In regards to Attorney Fees:**

For purposes of the questions below dealing with attorney fees, please consider attorney fees and legal fees to be one in the same.

1-Have attorney fees ever been assessed to this account from the inception of this account to the present date? Yes or No?

2-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 assessments to this account.

3-Have attorney fees ever been charged to this account from the inception of this account to the present date? Yes or No?

4- 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 assessments to this account.

5-Have attorney fees ever been collected from this account from the inception of this account to the present date? Yes or No?

6-If yes, please detail each separate collection of attorney fees to this account from the inception of this account to the present date and the date of such assessments to this account.

7-Please provide me with 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.

8-Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed that authorized the assessment, charge or collection of attorney fees.

9-Please detail and list for me in writing each separate attorney fee assessed from this account and for which each corresponding payment period or month such fee was assessed from the inception of this account to the present date.

10- Please detail and list for me in writing each separate attorney fee collected from this account and for which each corresponding payment period or month such fee was collected from the inception of this account to the present date.

11-Please detail and list for me in writing any adjustments in attorney fees assessed and on what date such adjustment was made and the reason for such adjustment.

12- Please detail and list for me in writing any adjustments in attorney fees collected and on what date such adjustment was made and the reason for such adjustment.

13-Has interest been charged on any attorney fees assessed or charged to this account? Yes or No?

14-Is interest allowed to be assessed or charged on attorney fees charged or assessed to this account? Yes or No?

15-How much total in attorney fees have been assessed to this account from the inception to the present date?

16-How much total in attorney fees have been collected from this account from the inception to the present date?

17-How much total in attorney fees have been charged to this account from the inception to the present date?

18-Please send me copies of all invoices and detailed billing statements from any law firm or attorney that has billed such fees that have been assessed or collected from this account from the inception to the present date.

**In regards to 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 the present date? Yes or No?

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 each and every suspense or unapplied transaction, both debits and credits that has occurred on this account from the inception of this account to the present date.

**In regards to 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 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 me 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 in writing what expenses and damages you incurred for any payment I made that was late.

6-Were 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 damages were charged or assessed to this account.

8-Please describe for me in writing what expenses you or others undertook due to any payment I made, which was late.

9- Please describe for me in writing what damages you or others undertook due to any payment I made, which was late.

10-Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed that authorized the assessment or collection of late fees.

11-Please detail and list for me 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 the present date.

12-Please detail and list for me 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 the present date.

13-Please detail and list for me in writing any adjustments in late fees assessed and on what date such adjustment was made and the reason 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 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 to the present date?

18-Please provide me with the exact months or payment dates you or other previous servicers or sub-servicers of this account claim I 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 to the 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 to the present date?

**In regards to Property Inspections:**

For the purpose 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.

1-Have any property inspections been conducted on my property from the inception of this account to the present date? Yes or No?

2-If your answer is no, you can skip the rest of the questions in this section concerning property inspections.

3-If yes, please tell me the date of each property inspection conducted on my property that is the secured interest for this mortgage, deed of trust or note.

4-Please tell me the price charged for each property inspection.

5-Please tell me the date of each property inspection.

6-Please tell me the name and address of each company and person who conducted each property inspection on my property.

7-Please tell me why property inspections were conducted on my property.

8-Please tell me how property inspections are beneficial to me.

9-Please tell me how property inspections are protective of my property.

10-Please explain to me your policy on property inspections.

11-Do you consider the payment of inspection fees as a cost of collection? Yes or No?

12-If yes, why?

13-Do you use property inspections to collect debts? Yes or No?

14-Have you used any portion of the property inspection process on my property to collect a debt or inform me of a debt, payment or obligation I owe? Yes or No?

15-If yes, please answer when and why?

16-Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed that authorized the assessment or collection of property inspection fees.

17-Have you labeled in any record or document sent to me a property inspection as a miscellaneous advance? Yes or No?

18-If yes, why?

19-Have you labeled in any record or document sent to me a property inspection as a legal fee or attorney fee? Yes or No?

20-If yes, why?

21-Please detail and list for me 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 the present date.

22- Please detail and list for me 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 the present date.

23-Please detail and list for me in writing any adjustments in inspection fees assessed and on what date such adjustment was made and the reasons for such adjustment?

24- Please detail and list for me in writing any adjustments in inspection fees collected and on what date such adjustment was made and the reasons for such adjustment?

25-Has interest been charged on any inspection fees assessed or charged to this account? Yes or No?

26-If yes, when and how much was charged?

27-Is interest allowed to be charged on inspection fees charged or assessed to this account? Yes or No?

28-How much total in inspection fees has been assessed to this account from the inception of this account to the present date?

29-How much total in inspection fees has been collected on this account from the inception of this account to the present date?

30-Please forward to me copies of all property inspections made on my property in this mortgage account file.

31-Has any fee charged or assessed for property inspections been placed into an escrow account? Yes or No?

**In regards to BPO Fees:**

1-Have any BPOs (Broker Price Opinions) been conducted on my property? Yes or No?

2- If your answer is no, you can skip the rest of the questions in this section concerning BPOs.

3-If yes, please tell me the date of each BPO conducted on my property that is the secured interest for this mortgage, deed of trust or note.

4-Please tell me the price of each BPO.

5-Please tell me who conducted each BPO.

6-Please tell me why BPOs were conducted on my property.

7-Please tell me how BPOs are beneficial to me.

8-Please tell me how BPOs are protective of my property.

9-Please explain your policy on BPOs.

10-Have any BPO fees been assessed to this account? Yes or No?

11-If yes, how much in total BPO fees have been charged to this account?

12-Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed that authorized the assessment, charge or collection of a BPO fee from me.

13-Please send to me copies of all BPO reports that have been done on my property.

14-Has any fee charged or assessed for a BPO been placed into an escrow account? Yes or No?

**In regards to Force-Placed Insurance:**

1-Have you placed or ordered any force-placed insurance policies on my property?

2-If yes, please tell me the date of each policy ordered or placed on my property that is the secured interest for this mortgage, deed of trust or note.

3-Please tell me the price of each policy.

4-Please tell me the agent for each policy.

5-Please tell me why each policy was placed on my property.

6-Please tell me how the policies are beneficial to me.



7-Please tell me how the policies are protective of my property.

8-Please explain to me your policy on force-placed insurance.

9-Have any force-placed insurance fees been assessed to this account? Yes or No?

10-If yes, how much in total force-placed insurance fees have been assessed to this account?

11-Have any force-placed insurance fees been charged to this account? Yes or No?

12-If yes, how much in total force-placed insurance fees have been charged to this account?

13-Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed that authorized the assessment, charge or collection of force-placed insurance fees from me.

14-Do you have any relationship with the agent or agency that placed any policies on my property? If yes, please describe.

15-Do you have any relationship with the carrier that issued any policies on my property? If yes, please describe.

16-Has the agency or carrier you used to place a forced-placed insurance on my 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? Yes or No?

18-Please send to me copies of all forced-placed insurance policies that have been ordered on my property from the inception of this account to the present date.

**In regards to other Servicing issues:**

For each of the following questions listed below, please provide me with a detailed explanation in writing that answers each question. In addition, I need the following answers to questions concerning the servicing of this account from its inception to the present date.

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 or previous servicers of this account have any financing agreements or contracts with your company or an affiliate of your company?

3-Did the originator or previous servicers of this account receive any compensation, fee, commission, payment, rebate or other financial consideration from your company or 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 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 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 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 account, has there been any assignment of my 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 assignments.

8-Since the inception of this account, has there been any assignment of the deed of trust or mortgage and note 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 assignments.

9- Since the inception of this account, has there been any sale or assignment of the servicing rights to this mortgage account 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 assignments or sale.

10-Since the inception of this account, have any sub-servicers serviced any portion of this mortgage account? If the answer is yes, identify the names and addresses of each and every individual, party, bank, trust or entity that has sub-serviced this mortgage account.

11-Has this mortgage account been made a part of any mortgage pool since the inception of this loan? If yes, please identify for me 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 my 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, identify the name and address of each and every individual, entity, party, bank, trust or organization or servicers that have been assigned to 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 by 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 account to the present date? If yes, identify the name and address of each and every individual, entity, organization and/or trust.

15-Please identify for me 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 the inception of this account to the present date.

16-Please provide me with copies of all sales contracts, servicing agreements, assignments, alonges, transfers, indemnification agreements, recourse agreements and any agreement related to this account from the inception of this account to the present date.

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 with copies of the front and back of the canceled check.

22-Did any investor approve of the foreclosure of my property? Yes or No?

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.

25- A true and correct copy of all audio files made regarding this entire file.

26-Does Kondaur Capital Corporation, Marshall & Ilsley Bank, all addressees, and/or the Real Party in Interest have **any** transactions with **Deutsche Bank** or their securitized mortgage pools regarding this account?

If you don't answer this question timely, I will take that as you DO have these companies involved in this file and 'account'. I demand details as well.

27-Does or did [M & I, Marshall and Ilsley Bank, Kondaur Capital Corporation](#), all addressees, and/or the Real Party in Interest ever use **Lender Processing Services Inc.** or their subsidiary, **Docx LLC**, both under criminal investigation as of August 12th 2010, in **any** way within this account?

If you don't answer this question timely, I will take that as you DO have these companies involved in this file and 'account'. I demand details as well.

28-Does or did [M & I, Marshall and Ilsley Bank, Kondaur Capital Corporation](#), all addressees, and/or the Real Party in Interest ever use a **similar firm** like **Lender Processing Services Inc.** or their subsidiary, **Docx LLC**, both under criminal investigation as of April 7<sup>th</sup> 2010, in **any** way within this account?

If you don't answer this question timely, I will take that as you DO have these companies involved in this file and 'account'. I demand details as well.

29-Does or did [M & I, Marshall and Ilsley Bank, Kondaur Capital Corporation](#), all addressees, and/or the Real Party in Interest have **any** transactions with **Goldman Sachs** or their securitized mortgage pools in this account?

If you don't answer this question timely, I will take that as you DO have these companies involved in this file and 'account'. I demand details as well.

30-Does or did [M & I, Marshall and Ilsley Bank, Kondaur Capital Corporation](#), all addressees, and/or the Real Party in Interest have **any** transactions with **AIG** or their 'insured' mortgage pools in this account?

If you don't answer this question timely, I will take that as you DO have this company involved in this file and 'account'. I demand details as well.

31-Does or did [M & I, Marshall and Ilsley Bank, Kondaur Capital Corporation](#), all addressees, and/or the Real Party in Interest have **any** transactions with **Pyxis** or their 'insured' mortgage pools in this account?

If you don't answer this question timely, I will take that as you DO have this company involved in this file and 'account'. I demand details as well.

32-Does or did [M & I, Marshall and Ilsley Bank, Kondaaur Capital Corporation](#), all addressees, and/or the Real Party in Interest have **any** transactions with **Steers** or their 'insured' mortgage pools in this account?

If you don't answer this question timely, I will take that as you DO have these companies involved in this file and 'account'. I demand details as well.

33-Does or did [M & I, Marshall and Ilsley Bank, Kondaaur Capital Corporation](#), all addressees, and/or the Real Party in Interest have **any** transactions with **Parcs** or their 'insured' mortgage pools in this account?

If you don't answer this question timely, I will take that as you DO have these companies involved in this file and 'account'. I demand details as well.

34-Does or did [M & I, Marshall and Ilsley Bank, Kondaaur Capital Corporation](#), all addressees, and/or the Real Party in Interest have any transactions with *any* unnamed "customer trades, or their 'insured' mortgage pools in this account?

If you don't answer this question timely, I will take that as you DO have these companies involved in this file and 'account'. I demand details as well.

**35-What Entities were created or employed in the Trading of Mortgage Bonds, CDO's, Synthetic, CDO's or Total Return Swaps by any of you the addresses or your agents?**

If you don't answer this question timely, I will take that as you DO have these actions involved in this file and 'account'. I demand details as well.

Please provide me with the documents I have requested and a detailed answer to each of my questions within the lawful time frame. Upon receipt of the documents and answers, an exam and audit will be conducted that may lead to a further document request and answers to questions under an additional RESPA Qualified Written Request letter.

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

It is my hope that you answer this RESPA request in accordance with law and the questions, documents and validation of debt to the penny and correct abuses or schemes uncovered and documented.

I reasonably dispute your accounting, and any claims of 'default' until these proofs can be provided and verified.

### **Default Provisions under this QUALIFIED WRITTEN REQUEST**

M & I, Marshall and Ilsley Bank, Kondaur Capital Corporation, and/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 interest (liens) in (Your Name) or any property or collateral connected to (Your Name) or account #039-1008666 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- (Your Name)'s right, by breach of fiduciary responsibility and fraud and misrepresentation revocation and rescinding any and all power of attorney or appointment M & I, Marshall and Ilsley Bank, Kondaur Capital Corporation, all involved entities, and all other entities, that may have or may have had in connection with account #039-1008666 and any property and/or real estate connected with account #098-36146088

2- (Your Name)'s right to have any certificated or uncertificated security re-registered in (Your Name), and only (Your Name)'s name.

3- (Your Name)'s right of collection via M & I, Marshall and Ilsley Bank, Kondaur Capital Corporation, all involved entities, liability insurance and/or bonds.

4-(Your Name)'s entitlement in filing and executing any instruments, as power of attorney for and by M & I, Marshall and Ilsley Bank, Kondaur Capital Corporation, all involved entities, including but not limited by a new certificated security or any security agreement perfected by filing a U.C.C. Financing Statement with the Secretary of State in the State where M & I, Marshall and Ilsley Bank, Kondaur Capital Corporation, all addressed is located.

5-(Your Name)'s right to damages because of M & I, Marshall and Ilsley Bank, Kondaur Capital Corporation, all involved entities, wrongful registration, breach of intermediary responsibility with regard to (Your Name)'s asset by M & I, Marshall and Ilsley Bank, and Kondaur Capital Corporation issuing to (Your Name) a certified check for the original value of (Your Name)'s monetary instrument.

6-(Your Name)'s right to have account #039-1008666 completely set off because M & I, Marshall and Ilsley Bank, Kondaur Capital Corporation all involved entities, wrongful registration, breach of intermediary responsibility with regard to (Your Name)'s monetary instrument/asset by M & I, Marshall and Ilsley Bank, and Kondaur Capital Corporation sending confirmation of set off of wrongful liability of (Your Name) and issuing a certified check for the difference between the original value of (Your Name)'s monetary instrument/asset and what (Your Name) mistakenly sent to M & I, Marshall and Ilsley Bank, as a payment for such wrongful liability.

M & I, Marshall and Ilsley Bank, Kondaur Capital Corporation, all involved entities, 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 while offering direct testimony with the official capacity as appointed agent for M & I, Marshall and Ilsley Bank, Kondaur Capital Corporation, all involved entities, in accordance with M & I, Marshall and Ilsley Bank, Kondaur Capital Corporation, all involved entities, 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 sixty days. **When no verified rebuttal of this RESPA REQUEST is made in a timely manner, a “Certificate of Non-Response” serves as M & I, Marshall and Ilsley Bank, Kondaur Capital Corporation, all other involved entities, all addressed entities 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 M & I, Marshall and Ilsley Bank, Kondaur Capital Corporation, all involved entities, fails by not rebutting to any part of this RESPA REQUEST M & I, Marshall and Ilsley Bank, Kondaur Capital Corporation, all involved entities, agrees with the granting unto (Your Name) unlimited Power of Attorney and any and all full authorization in signing and endorsing M & I, Marshall and Ilsley Bank, Kondaur Capital Corporation, all other involved entities, name upon any instruments in satisfaction of the obligations of this RESPA REQUEST/Agreement or any agreement arising from this agreement. Pre-emption of or to any Bankruptcy proceeding shall not discharge any obligations of this agreement. Consent and agreement with this Power of Attorney by M & I, Marshall and Ilsley Bank, Kondaur Capital Corporation, all other involved entities, waives any and all claims of (Your Name) and/or defenses and remains in effect until the satisfaction of all obligations by M & I, Marshall and Ilsley Bank, Kondaur Capital Corporation, all other involved entities, have been satisfied.

As you know, R.E.S.P.A. requires that a QWR be acknowledged in 20 business days. I expect specific honest answers to each of the requests. Silence and non-answers to each question will be treated as well stated below.

**Silence can only be equated with fraud where there is a legal or moral duty to speak, or where an inquiry left unanswered would be intentionally misleading** - U.S. v. Tweel, 550 F.2d 297, 299 (5<sup>th</sup> Cir. 1977). Notification of legal responsibility is “the first essential of due process of law.” Connally v. General Construction Co., 269 U.S. 385, 391.

Your backroom undisclosed transactions and deals, and silence thus far; is fraud upon me.

Each one of these questions herein is also submitted as separate requests for documented verification and dispute per 15 §1692 et seq. also within the strict F.D.C.P.A. time limits as well.

Please note that this 'account' and file is **disputed** as noted above per 12 USC 2605, while this Q.W.R. is pending.

Sincerely without delay,

(Your Name)



**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the above and foregoing Qualified Written Request has been furnished by certified U.S. Mail on this \_\_\_\_\_ day of August 2010 to:

Certified Mail Return Receipt # \_\_\_\_\_  
Vertical Property Management LLC  
4403 E. Libra Place  
Chandler, AZ 85249

Certified Mail Return Receipt # \_\_\_\_\_  
Kondaur Capital Corporation  
Kondaur Venture X, LLC  
Kondaur Capital Trust Series 2009-3  
1100 Town & Country, Suite 1600  
Orange, California 92868

Certified Mail Return Receipt # \_\_\_\_\_  
M & I Marshall and Ilsley Bank  
770 N. Water Street  
Milwaukee, WI 53202

Certified Mail Return Receipt # \_\_\_\_\_  
Old Title Agency  
4582 S. Lakeshore Drive  
Tempe, Arizona 85282

Certified Mail Return Receipt # \_\_\_\_\_  
Old Republic Title Insurance Company, et al.  
500 City Parkway West, Suite 200  
Orange, CA 92868-2915

Certified Mail Return Receipt # \_\_\_\_\_  
Mortgage Electronic Registration Systems, Inc.  
PO Box 2026, Flint, Michigan 48501-2026

Certified Mail Return Receipt # Included in all of the above  
Unknown Real Party in Interest  
Hidden from F.D.C.P.A. Least Sophisticated Consumer by above  
To be forwarded to them, by all above  
Care of each of the above

\_\_\_\_\_  
(Your Name)