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## INTERACTION OF EVENTS WITH CITIMORTGAGE AND BSI FINANCIAL SERVICES

### Fall 2009 CitiMortgage

- Daughter and husband had medical needs throughout the year - insurance costs rose dramatically
- Adjustable Mortgage Rates increased making payments impossible to pay while providing medical needs of Daughter and Husband.
- Made Citimortgage aware of these issues through telephone calls

### Winter - Spring 2010

- Home in pre-foreclosure
- March 2010 - CitiMortgage took financial information, etc. through phone calls
- March 2010 - CitiMortgage created new payment plan (including escrow as escrow had not been part of the original loan) of 1635.88
- Began making payments of 1630.88 on April 1, 2010 and continued on regular basis

### Fall 2010

- October: called CitiMortgage and informed them of the loss of my job (I had held position with company 12 years) and I was not able to make payments. Asked CitiMortgage if there was a program to help me during this financial crisis. Some information was taken over the phone.
- November - Husband obtains first restaurant cooking job in several years (underpaid for level of experience)
- December - Spoke with CitiMortgage to provide update on my circumstances. Additional information was taken over the phone.

### Winter- Spring 2011

- January - CitiMortgage contacted me to send a package for modification of loan.
- January - March - faxed information for completion of modification package.
- March 2011 - successfully completed and turned in all documents required by CitiMortgage.
- April 15, 2011 - CitiMortgage telephoned and asked me to download and complete a Hardship Affidavit. I completed this affidavit and sent it to them.
- May - CitiMortgage contacted by phone to send congratulations that I had qualified for HAMP modification. The trial modification would be for 3 months. First payment of \$1012.77 due on June 1, 2011 and included escrow of 308.90. Paperwork would follow.
- May 10, 2011 - Received modification package by regular U.S. Post
- May 24, 2011 - Mailed payment of 1012.77 that was received by CitiMortgage and cashed by CitiMortgage on May 31, 2011.
- June 3, 2011 - CitiMortgage contacted by phone to send congratulations that I had qualified for the CitiMortgage Supplemental modification program. The trial modification would be for 3 months. First payment of 657.51 due by July 1, 2011. Paperwork would follow

- June 7, 2011 - received letter by regular U.S. Post that mortgage loan servicing would be transferred to BSI Financial Services, Inc. and servicing would begin on June 18, 2011. (letter dated June 1, 2011) Letter stated that "This transfer does not affect the terms and conditions of your loan documents other than the terms directly related to who is servicing your loan"
- June 7, 2011 - received notification by regular U.S. Post that CitiMortgage was unable to approve application for HAMP program due to the NPV calculation. (letter dated June 3, 2011)
- June 15, 2011 - received loan modification package for Citi Supplemental Modification Program. First Payment due on 7/1/11 of 657.51 and included escrow of 308.90 (modification package dated 6/13/2011)

#### Summer 2011

- June 29, 2011 - received letter from BSI Financial Services, Inc. that the servicing of the loan is being transferred to BSI Financial Services. Letter states "The assignment, sale, or transfer of the servicing of your loan does not affect any term or condition of the loan documents or mortgage instruments, other than the terms directly related to the servicing of your loan." (letter dated 6/23/2011)
- June 30, 2011 - Placed phone call to BSI Financial Services to verify payment address and account number. I had my first conversation with my dedicated account representative, Bryce Kolls, who stated:
  - that if I could pay \$120 thousand to BSI that I could own my home outright.
  - that BSI did not have documents showing that my July payment was in the amount of 657.51, but that BSI would honor any agreement that was in place with CitiMortgage when the mortgage was sold.

He requested a PDF copy of the notification and I emailed him 3 documents: 1. The Trial Modification Notification from CitiMortgage dated June 13, 2011, 2. The Mortgage Modification Status and Details, and 3. The CitiMortgage Payment coupons for 657.51 beginning on July 1, 2011.

- June 30, 2011 - Mailed check number 3131 dated July 1, 2011 in the amount of 657.51 along with the payment coupon provided by CitiMortgage. (This check was later returned to me with a letter from the foreclosure department stating that the modification was outside MCM guidelines)
- July 1, 2011, 10:47 AM - Rep, Bryce Kolls, from BSI Financial Services, Inc, emailed to inform me that he discussed my case with his operations manager. The email stated:
  - the payment agreement for 657.51 was entered into with CitiMortgage after the loan was purchased
  - my payment would be 1012.77 based on the HAMP agreement and my June payment received on May 31, 2011 prior to the selling of the loan
  - I could continue to make the 1012.77 payment and stay in the home
  - if I could not handle the payment of 1012.77 then I should think of a "plan B"
  - that an apartment 500 sq feet larger for \$800 a month 10 minutes from my current home was available and "If you decided that you wanted to work with us, we could pay for some of your expenses, like deposit, rent, or moving expenses.

We could also send out an agent to give you an idea of the rent around town. So you can gain a clear understanding.”

The email closed with a link to an apartment.

- July 1, 2011 - called CitiMortgage to verify date the loan was sold and the agreement that was in place when the loan was sold. The loan was paid for on July 20. Citi stated that the payment for 657.51 was the one that was in place since the HAMP had been denied.
- July 1, 2011 - placed phone call to BSI account representative, Bryce Kolls, who informed me that the operations manager:
  - would not accept the payment of 657.51 because that contract was not valid since I did not make the payment to CitiMortgage prior to the loan being sold
  - the records indicated that my payment of 1012.71 was the last payment and that that contract was the valid contract and therefore my payment

I tried to point out that I had been offered another program because the HAMP had been denied but was told that MCM did not have a comparable program to the Citi Supplemental Modification Program, but did offer the HAMP and I would have to take the

HAMP.

- July 5, 2011 - spoke with CitiMortgage Manager Thiquita (who said she was unable to provide her last name) during this phone call:
  - she verified that the Citi Supplemental Modification Program with a payment of 657.51 was indeed in effect when the loan was sold
  - she offered to speak with Bryce Kolls concerning the discrepancy and explain it to him
  - with Thiquita on the line we placed a call to Bryce Kolls so the three of us could discuss the matter - however Bryce Kolls did not answer the call and I left a voicemail message

Thiquita said she would not be able to give me an extension to reach her, but she would place in writing the information in my records so that Bryce Kolls could call and speak with anyone at CitiMortgage in order to verify that the payment was 657.51

- July 14, 2011 - check number 3131 for the amount of 657.51 was returned in regular U.S. post with a letter dated July 12, 2011 stating the 657.51 was not enough to make a payment and that the modification was outside of MCM guidelines.
- July 14, 2011 - called BSI account representative, Bryce Kolls, who again explained that the operations manager would not accept the payment of 657.51. Frustrated, I reluctantly decided to pay the 1012.77 amount and asked if Bryce could email the breakdown of the payment to me - the escrow amount, the principle, and interest. Bryce sent an email and stated that:
  - the payment is 1012.77
  - the principle and interest are 703.87
  - the taxes and insurance are 308.90
  - that he could not find the interest rates in the servicer notes but that it was typical with 2% for 60 months, 3% for 12 months, 4% for 12 months, 5% for 12 months, and 5.125% for the remainder of the loan.

I replied to the email that I wanted to know the exact breakdown of the numbers and

asked the following 4 questions:

- Of the 703.87 wha, what portion is applied to principle and what portion to interest?
- What is the interest rate at this time?
- Is the interest rate increasing? How does the rate increase affect the payment?
- If the interest rate increases what dates do the interest rates increase?

I did not receive an answer to the questions.

- July 15, 2011 - mailed check number 3141 in the amount of 1012.77 to BSI Financial Services and it was deposited to the BSI Financial Services, Inc clearing account number 01910092681 and cleared my checking account on July 29, 2011.
- July 29,2011 - received a letter from MCM Capital stating that they did not have proof of hazard insurance. On August 1, 2011, a State Farm agent faxed a copy of the Hazard Insurance policy to MCM Capital in Dallas Texas.
- August 18, 2011 - received letter from BSI Financial Services, Inc. stating that on behalf of Mcm Capital Homeowners Advantage Trust X, that the loan is in default - deed was initially assigned to MCM Capital Homeowners Advantage Trust X on June 7, 2011, but a corrective assignment of mortgage was given to Newbury Place REO II, LLC on August 22, 2011 (filed on August 29, 2011 with the Fulton County Superior Clerk Court)
- August 24, 2011 - received in regular U.S. Post a letter dated August 19, 2011 that the August payment to BSI Financial Services, Inc. check number 3157 in the amount of 1012.77 was "being returned due to the fact that your account is in foreclosure and it is not enough to reinstate the account"
- August 25, 2011 - placed a phone call to BSI Financial Services Representative, Bryce Kolls to determine why the August payment had been returned. I was told that:
  - an audit had revealed that I had been denied the HAMP modification and therefore my payment of 1012.77 could not be accepted
  - that the records indicated that I had not actually completed a HAMP application, but had only given my information over the phone so any application was not valid
  - I should email documents to support my case that the 657.77 payment should be accepted by BSI Financial services
  - I should reapply for the HAMP
- August 26, 2011 - emailed nine documents with descriptions to BSI Financial Services account representative Bryce Kolls to prove my case that the payment of 657.77 was the payment that had been worked out with CitiMortgage - the nine documents contained in the email were:
  - LossMit Doc Status - lists the documents requested by CitiMortgage and indicates that all requested documents had been received by March 25, 2011
  - Citi 5.6.11 Modification Agreement - HAMP trial modification for 1012.77 to begin on June 1, 2011, but denied on June 3, 2011
  - Citi June Payment - cancelled check showing the 1012.77 payment
  - Modification Agreement - trial modification of 657.51 offered by CitiMortgage with the first payment to begin on July 1, 2011
  - Payment Slips - Payment coupons for 3 months of 657.51 each

- BSI returned July 657 payment - returned check of 657.51 with explanation letter from the BSI Financial Services Foreclosure Department
- BSI July Payment - Cancelled check showing the payment for 1012.77 the was accepted by BSI

The BSI Financial Representative emailed me to let me know he had received the documentation

- August 29, 2011 - phoned BSI Financial Services and left at 1:17 p.m. EST left message with Bryce Kolls to ask if he had heard from the operations manager. Phone call was not returned
- August 31, 2011 - at 1:35 p.m. EST phoned BSI Financial Services and left message with Bryce Kolls. At 1:55 p.m. emailed BSI Financial Services representative Bryce Kolls to inquire if the operations manager had indicated what the payment should be and if MCM accepted unemployment income. At 4:42 p.m. EST received a reply that he had not heard from the operations manager but he would write to him again

#### Fall 2011

- September 1, 2011 - Emailed BSI Financial Services Representative Bryce Kolls with questions concerning HAMP and MCM stance on unemployment and to determine if the operations manager had responded
- September 1, 2011 - Emailed to BSI Financial Services Representative Bryce Kolls the following documents:
  - Citi HAMP Denial dated June 3, 2011
  - BSI MCM Statement - showing no payments made since 2009
  - Citi Payment History - showing payments had been made in 2010
  - Form 1098 Year End Statement - showing mortgage interest in the amount of \$6212.40
- September 2, 2011 - BSI Financial Services Representative Bryce Kolls emailed to inform me that he had received all the documentation I had sent, but the operations manager said I did not have a valid contract since the first payment of 657.51 was never received by CitiMortgage. He suggested that I complete the HAMP and return it as soon as possible. (at this point I no longer had a payment plan and the full past due amount of the loan was now due)
- September 3, 2011 - Stunned, I begin researching and exploring different options.
- September 12, 2011 - I email BSI Financial Services Bryce Kolls to ask about a Deed in Lieu of Foreclosure option and what type of moving services would be available. I was informed that Deed in Lieu was an available option and that help for first and last month's rent plus security or toward a moving truck would be available. Bryce Kolls said he would have to run a title search and I informed him that I had a second mortgage.
- September 19, 2011 - I had not heard any other information concerning the Deed in Lieu and email BSI Financial Services Representative Bryce Kolls to see what he had determined from the title search. He did not respond.
- September 21, 2011 - Received call from BSI Financial Services account representative Andy Downs at 1:40 p.m. EST. Andy Downs informed me that he would now be working with me. He asked about the Deed in Lieu, but I informed him I was not interested in

that option. He said that he could provide \$500 in moving expenses, but I said I really wanted to try to find a way to stay in my home of 10 years. He asked if Bryce Kolls had mentioned First Alliance and that there was a program known as a short refinance. The short refinance would:

- be offered by a company known as First Alliance
- allow me to purchase my home for \$130 thousand
- would forgive the loan down to the amount of \$130 thousand
- with a reasonable and affordable payment in the 600's per month

I was very excited about this opportunity and thanked Andy Downs very much and he said that he would call me on Monday.

- September 21, 2011 - At 7:19 p.m. EST I telephoned First Alliance in Hartford, CT and was interviewed by Mike. In 15 minutes it was determined that I was not eligible for the First Alliance short refinance program.
- September 28, 2011 - I speak with BSI Financial Services representative Andy Downs and ask if the investor would be willing to take my payment of \$657.71 since it is similar to the program that First Alliance had to offer. After all it is only by a technicality that the 657.71 was not accepted. Andy Downs informs me that this will not work. Andy Downs states that BSI will give me \$1000 toward moving expenses. I state that I do not accept this option and he informs me that my house will be sold the first week of November. He states that if I do not move out that the locks on the home will be changed, I will not be able to enter my home, and that I will be evicted.
- September 29, 2011 - In certified letter dated September 27, 2011 I receive a notice of sale from the Trustee Management Company that the home will be sold on the First Tuesday in November.
- September 30, 2011 - I begin working with Operation Restoration.
- October 4, 2011 - By means of U.S. post certified letter 7010 2780 0003 0498 5033, I request a copy of the promissory note from Gagan Sharma CEO of BSI Financial Services. The letter requests a response within 10 days. The letter was signed for on October 16, 2011. As of October 27, 2011 there has been no response
- October 7, 2011 - Trustee Management Company places notice of the sale (not a full 4 weeks from the date of sale as required by Georgia Law)
- October 20, 2011 - I speak with BSI Financial Services Representative Andy Downs who offers me a \$1500 "relocation package". I ask if there are not some payment options that we can work out. He states that if I do not move that we will be evicted on December 15. He states that "he" will have the locks changed. I respond that it is not up for discussion and he states that "he apologizes in advance for what he is going to do". At this point I inform Andy Downs that there is nothing left to discuss and end the phone call.
- October 21, 2011 - From Fulton County Superior Court I obtain certified copies of the Warranty Deed, Security Deed, the Assignment to MCM Capital Advantage Homeowners Trust X filed and recorded on July 6, 2011, and the corrective assignment to Newbury Place REO II, LLC filed and recorded on August 19, 2011.
- October 22, 2011 - By means of U.S. Post certified letter 7011 1570 0000 3220 8098 is sent to BSI Financial Services containing a Qualified Written Request

- October 24, 2011 - I file an affidavit of notice containing a certified revocation of power of attorney and a certified acknowledgement and acceptance as Grantee of the Warranty Deed with the Fulton County Superior Court.
- October 24, 2011 - By means of U.S. Post a copy of the affidavit of notice containing the revocation of the power of attorney is sent to the following:
  - Newbury Place REO II, LLC - Certified Mail 7011 1570 0000 3220 8050
  - CitiMortgage - Certified Mail 7011 1570 0000 3220 8067
  - BSI Financial Services - Certified Mail 7011 1570 0000 3220 8074
  - Trustee Management Company - Certified Mail 7011 1570 0000 3220 8081

Other Noteworthy Items:

On both Assignment of Deeds - M. Arndt the signer for CitiMortgage has been listed on several websites as a robo-signer. He may or may not work for Orion Financial - a group that describes themselves as **“Specializing in providing mortgage assignment, lien release and document retrieval services to mortgage servicing companies, credit unions, and lenders who manage their own portfolios”**