THE LAW OFFICES OF JEFFREY N. GOLANT, P.A. 1999 N. UNIVERSITY DR, SUITE 213 CORAL SPRINGS, FL 33301 (954) 942-5270 FAX: (954) 942-5272

Sender's Email: czanakos@jeffreygolantlaw.com

January 20th, 2016

Ocwen Financial Services 1661 Worthington Rd. Ste. 100 West Palm Beach, FL 33409

Via Certified Mail Return Receipt Number: 1015 1730 0001 1355 9947

SECOND QUALIFIED WRITTEN REQUEST CONTAINING A NOTICE OF ERROR AND REQUEST FOR INFORMATION

Borrower:

Sharon A. Hazley

Property Address:

7417 SW 12 Court, North Lauderdale, FL 33068

Loan Number:

80037021

To Whom It May Concern:

As previously advised, this firm represents Ms. Hazley in connection with a number of different errors affecting her mortgage loan account. This correspondence represents the <u>Second</u> Notice of Error we have sent on her account. It also contains a <u>Second</u> Request for Information relating to the servicing of this loan. The information requested is limited to information that we originally requested, but that Ocwen did not provide. As I explain below, Ocwen's initial response to the Notice of Error was not adequate. Nevertheless, it did contain some useful information that demonstrates that there are clearly errors on this account. A copy of the original letter that we sent on Ms. Hazley's behalf, as well as Ocwen's response is attached hereto as attachments "A" and "B" respectively.

Like the first, this correspondence is sent pursuant to the Real Estate Settlement Procedures Act (RESPA, 12 U.S.C. § 2605(e)) and Regulation X (12 C.F.R. § 1024.35). While we request that Ocwen reasonably investigate and correct the errors described herein and in the original notice, we do not intend to waive any rights arising from Ocwen's failure to appropriately address our prior correspondence.

Ocwen's First Response Is Non-Responsive and Based on a Template

Ocwen's letter describes Ms. Hazley's "Concern #1" as involving a request that Ocwen "update [its] records" such that all correspondence should be directed to my address. However, the letter actually requests the opposite, and emphasizes that the routine correspondence should continue to be directed to Mr. Hazley. Indeed, it is entirely unreasonable that routine servicing correspondence should require an attorney's time or attention, or that a borrower should be obligated to pay attorneys' fees for such matters. Ocwen's inaccurate interpretation has led to an additional error, and it must stop sending routine correspondence to my office. Nevertheless, Ocwen should send its response to this letter, and this letter only, to my office.

At the top of the second page, Ocwen's letter asserts that we had requested a copy of the "Note," "Mortgage," "Final Truth in Lending," "Copies of escrow analysis/letter," "Settlement Statement," and "Recorded Assignment." However, with the exception of documentation relating to escrow analysis, we did not request any of the other documents. The letter then goes on at length (nearly two full pages) explaining the codes for documents that we simply did not request.

Ocwen's First Response Is Ambiguous and Contradictory Concerning Whether It Acknowledges That Any Force-Placed Insurance Was Placed in Error

Ocwen first begins to address the concerns we actually raised on page 4 of 7 of its response. However, while it is partially responsive, Ocwen's related statements are confusing and contradictory. In our initial correspondence, we expressly disputed \$4,124.31 for force-placed flood insurance that was charged for flood insurance coverage during the 2015 through 2016 coverage period. However, on page 4 its initial response, Ocwen acknowledges that "[o]ur records have been updated to indicate that Flood Insurance Policy is active for the period of March 14th, 2015 through March 14th, 2016, with First Protective Insurance (policy #OFD0013022) for an amount of \$477.00." It would seem to follow, therefore, that Ocwen must recognize that this particular force-placed insurance transaction was done in error, and all related charges should be removed from the escrow account. However, it is unclear if Ocwen actually did that. In fact, it appears it did not, because page 4 also refers to "anticipated payments from [Ms. Hazley's] escrow account, which total \$8,510.82 for the year." Notably, that is the exact same amount referenced on page 3 of "Escrow Account Disclosure Statement," attached as Attachment 1 to the original. That document predates the Notice of Error. Similarly, Ocwen insists (on the bottom of page 5) that the amount demanded in its October 15th, 2015 preforeclosure notice is "valid." But that amount appears to include the 2015-2016 force-placed flood insurance. Thus, it remains unclear whether Ocwen has corrected the error related to inappropriate placement of force-placed flood insurance for the 2015-2016 policy period, although it appears unlikely that it did.

Ocwen Failed To Provide The Statement Required By 12 C.F.R 1024.35(e)(B)

The plain language of 12 C.F.R. § 1024.35(e)(B) requires that, where a servicer determines that no error has occurred, it must provide the borrower with "a statement of the reason or reasons for this determination." After Ocwen provides its confusing statements about force-placed insurance described above on page four, on page five it then provides a long-winded discussion about how escrow payments are calculated. This discussion, however, is beside the point. The concerns raised in the initial correspondence relate to inappropriate charges, not arithmetic. There is also inapposite discussion of late charges, Ocwen's payment policies for delinquent loans, and the identity of the investor that owns the loan. None of this information is even arguably responsive to the concerns we articulated in our Notice of Error. Ocwen's letter states "[a] thorough review of all records determined that no error has occurred and the above explanation enumerating the reasons for reaching this conclusion [sic]." However, the letter simply does not provide a coherent statement about the reasons why Ocwen purportedly determined that no error occurred. Most of the letter, which this conclusory statement incorporates by reference, is non-responsive. The only part of the letter that is responsive is internally contradictory.

As Ocwen's Response Highlights, There Are Still Errors on This Account

As noted above, Ocwen indicates that it has projected escrows of \$8,510.82 for the coming year. But this is clearly too high. As the document attached hereto as Exhibit "C" reflects, Ms. Hazley has voluntary hazard coverage through Universal Property Insurance Company at an annual premium of \$1,957.58. According to the Broward County Property Appraiser's internet site (www.bcpa.net) annual taxes are \$1,389.85 (which is slightly higher than the amount referenced on page 5 of Ocwen's response). As Ocwen acknowledged in its initial letter on page 4, Ms. Hazley's voluntary flood insurance cost is only \$477. We do not believe there are any other amounts that should be escrowed. Accordingly, Ocwen has severely over-projected the amount of escrow disbursements. That amount should be \$3,824.43 (the total of the items described above), not \$8,510.82.

Notably, on page 5 of its response, Ocwen indicated that the cost for hazard insurance is \$3,073, but as discussed above, the Universal Property Insurance Company hazard policy only costs \$1,957.58.

Ocwen Failed To Provide Previously Requested Information Relating To the Servicing of the Loan

In our initial request for information, we requested a number of different items including a "life of loan" payment history. This information is clearly directly related to the servicing of the loan, but was not included. Importantly, Ms. Hazley has made the dramatically increased payments on this loan many times in order to avoid the threatened foreclosure, and the payment history was

requested, in part, in order to evaluate the application of these payments. We repeat this request at this time.

Ocwen continues to take aggressive collection activity and threaten Ms. Hazley with foreclosure. As a result of both the original servicing errors, and Ocwen's insufficient response to our initial correspondence, Ms. Hazley has tendered payments that she doesn't owe. She is on a very tight budget, and should not be coerced into making interest-free loans to Ocwen. For all the reasons described above, Ocwen's rambling response to our initial correspondence was patently insufficient. We once again demand that Ocwen appropriately investigate and correct these errors, and provide the requested information, within the applicable RESPA/Regulation X deadlines. We also expressly reserve all rights arising from its prior failure to do so.

Sincerely,

Jeffrey N. Golant, Esq.

ATTACHMENT "A"

THE LAW OFFICES OF JEFFREY N. GOLANT, P.A. 1999 N. UNIVERSITY DRIVE, STE. 213 CORAL SPRINGS, FLORDA 33071 (954) 942-5270 Fax: (954) 942-5272

Sender's email: jgolant@ieffreygolantlaw.com

November 3, 2015

Ocwen Financial Services 1661 Worthington Rd. Ste. 100 West Palm Beach, FL 33409

Via Certified Mail Return Receipt Number:

OUALIFIED WRITTEN REQUEST CONTAINING BOTH A NOTICE OF ERROR AND REQUEST FOR INFORMATION

Borrowers:

Sharon A. Hazley

Property Address:

7417 SW 12 Court, North Lauderdale, FL 33068

Loan Number:

80037021

To Whom It May Concern,

Please be addised that I represent Sharon A. Hazley concerning serious errors affecting the above-referenced mortgage loan and potential legal claims arising therefrom. This correspondence is sent pursuant to RESPA (12 USC §2605(e) and Regulation X (12 C.F.R. §1024), and so the purpose of this letter is to place you on notice of very serious errors affecting Ms. Hazley's account, and to demand that you investigate and correct those errors in the manner and within the deadlines required by RESPA and Regulation X. Please note that due to these errors, Ms. Hazley received a pre-foreclosure letter, and as such, a wrongful mortgage foreclosure may be filed at any time.

In addition, this letter shall also serve as a request for information relating to the servicing of this loan. This information is requested in order to further my investigation into the apparent errors affecting this account. Accordingly, this letter is both a "Notice of Error," and a "Request for Information," as those terms are defined in Regulation X.

On behalf of Ms. Hazley, I hereby demand that you comply with the applicable deadlines set forth in RESPA and Regulation X relating to the required investigation and corrections of the errors identified below, and also setting a deadline for providing the requested information. Any failure to promptly and fully comply with your obligations under RESPA and Regulation X will result in litigation.

NOTICE OF ERROR

At some point in time, Ocwen force-placed flood insurance on Ms. Hazley's property. Although, it is not entably clear when Ocwen first began forced-placing flood insurance, we can at least ascertain that Ocwen forced-placed flood insurance in 2015, and is planning on force-placing flood insurance in 2016. This is evident from Ocwen's March 19, 2015 Escrow Account Disclosure Statement. A true and correct copy of the Escrow Account Disclosure Statement is attached hereto as "Attachment A." According to the disclosure statement, an estimated amount of \$4,124.31 will be due in March 2016 for the next disbursement for forced-placed flood insurance with policy number OFD0013022. We can presume from this information that Ocwen certainly maintained forced-placed flood insurance for 2015 to 2016, however, it is certainly possible, but unclear, if Ocwen maintained forced-placed flood insurance prior to 2015. This force-placed flood insurance is in error because Ms. Hazley maintained sufficient voluntary flood insurance coverage in 2014 and 2015, as shown by Ms. Hazley's renewal flood insurance policy declarations for the policy term of March 14, 2015 through March 14, 2016. A true and correct copy of Ms. Hazley's renewal flood insurance policy declarations is attached hereto as "Attachment B." Ms. Hazley would not have received the renewal flood insurance policy declarations for the policy term of March 14, 2015 through March 14, 2016, if she did not already maintain sufficient voluntary flood insurance coverage for the policy term of March 14, 2014 through March 14, 2015.

Ocwen began demanding increased monthly payments that Ms. Hazley was not legally required to make. In addition to being unreasonably inflated, these charges were not authorized by the mortgage documents because Ms. Hazley always maintained sufficient voluntary coverage. This eventually led to ocwen sending Ms. Hazley a Pre-Foreclosure Letter on October 15, 2015. A true and correct copy of the Pre-Foreclosure Letter is attached hereto as "Attachment C." In the Pre-Foreclosure letter, Ocwen incorrectly claims that Ms. Hazley's account is past due from August 1, 2615 in the amount of \$4,322.15, because it was last paid July 01, 2015. Additionally, this past due amount reflected several dramatic and unexplainable charges. This is entirely incorrect and a serious error because Ms. Hazley has not missed any payments.

The application of the improper force-placed flood insurance, and the subsequent increase in the monthly mortgage payment, was not valid and a serious error, which erroneously caused Ocwen to regard Ms. Hazley as being in default of her loan agreement. This serious error continues to negatively affect Ms. Hazley. In order to correct this error, Ocwen must remove all force-placed flood insurance charges, and related finance charges, re-adjust the monthly mortgage payment, reverse its negative credit reporting, stop pre-foreclosure/foreclosure process, and completely unwind all negative consequences that flow from this egregious error.

REQUEST FOR INFORMATION

As discussed above, the Pre-Foreclosure Letter attached hereto as "Attachment C," indicates a past due amount with several dramatic and unexplainable charges. As Required by Regulation X, 12 C.F.R. § 1024.36, and in addition to investigating and correcting the errors described above, on behalf of vis. Hazley, I hereby request a complete explanation of all charges listed in the Pre-

Foreclosure Letter, and also request the following information relating to the servicing of this loan to be provided within the applicable Regulation X deadline:

- 1. A "life of loan" payment history;
- 2. A complete accounting of all payments from escrow and servicer advances relating to insurance (whether voluntary, force-placed or "lender-placed) including the date, amount, and payer for every single insurance transaction for any insurance coverage, including but not limited to hazard insurance and flood insurance.
- The total amount of funds currently held in suspense;
- 4. Copies of all declaration pages or policy documents for any force-placed (also referred to as "lender-placed") insurance policies purchased on the subject mortgage loan at any time since it was originated;
- 5. Copies of all escrow analysis preformed on the subject loan at any time.

NOTE: This correspondence does <u>not</u> authorize Ocwen to begin sending routine servicing correspondence, including payment statements, to the undersigned. To the contrary, Ocwen is expressly directed to continue to send routine servicing correspondence to Ms. Hazley, and <u>not</u> to the undersigned.

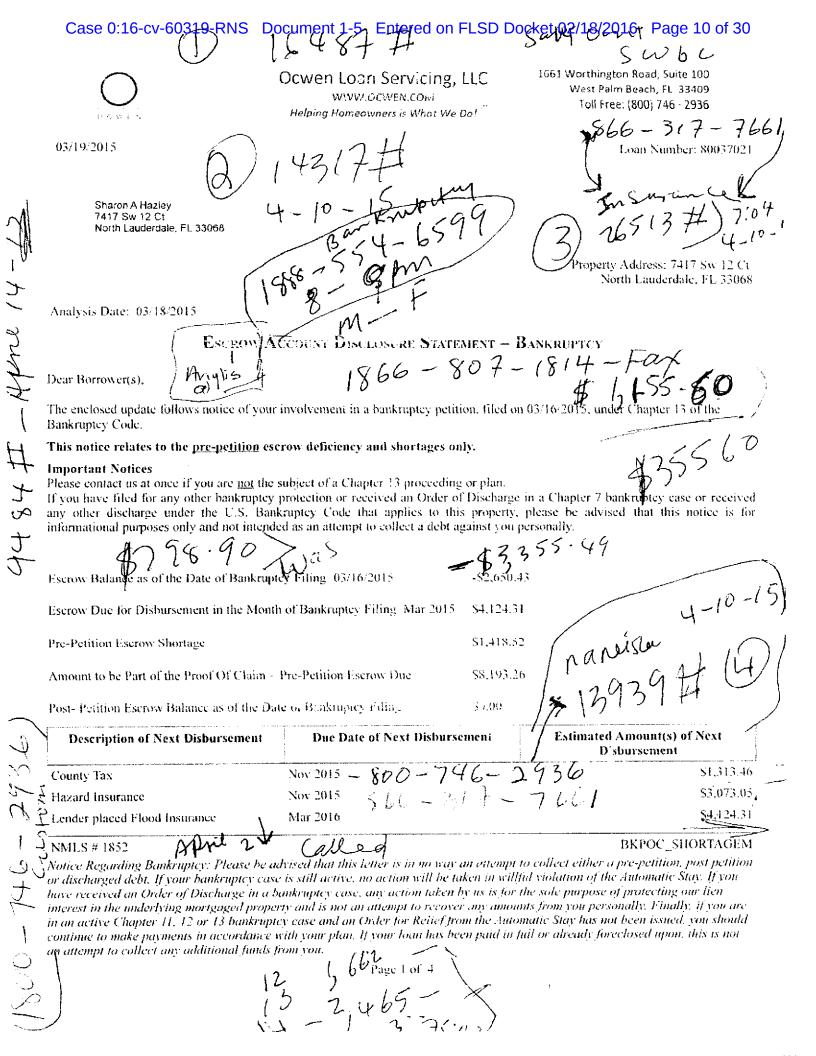
Sincerely,

Jeffrey Gollant Esq.

I hereby althorize Jeffrey Golant, and the employees of The Law Offices of Jeffrey N. Golant, P.A. to send this Qualified Written Request Containing Both a Notice of Error and Request for Information, and to receive any related responses, as well as the requested information on my behalf.

Sharon A. Hazley

ATTACHMENT "A"





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1661 Worthington Road, Suite 100 West Palm Beach, FL 33409 Toll Free: (800) 746 - 2936

In the event there is a tax and/or insurance increase over the coming escrow year, Federal law (RESPA) allows additional funds to be held to prevent the escrow account from being overdrawn.

This additional amount, which is called a cushion, may be up to 1/6" of the total payments estimated to be made from the escrow account for the coming escrow year.

To avoid a shortage, the escrow balance should not fall below the cushion amount at any time during the coming escrow year.

Escrow Account Projections

Total Anticipated Payments. The anticipated payments from escrow for the coming year total \$8,510.82.

Required Escrow Cushion/Minimum Balance. The required cushion amount is \$1,418.46 (1/6 of \$8,510.82).

Expected Balance Deficiency -/ secording to the projections for the coming year, the expected secrow balance is \$1,418.52, making the expected escrow balance deficiency \$2,650.43 (the balance deficiency equals the total amount paid into escrow minus the total amount of money to be paid out for the year). Total escrow shortage - With an expected balance deficiency of \$2,650.43, and a minimum required balance/cushion of \$1,418.46, an additional \$4,068.95 is needed for the escrow balance. Projected Monthly Payment for Escrow - The anticipated total shortage amount of \$4,068.95 has been spread over 12 months and broken into 12 equal payments of \$339.08 per month (the total anticipated shortage divided by 12). The shortage spread amount of \$339.08 will be added to the target escrow payment of \$709.23 calculated above, for a sum total of \$1,048.31. This total, \$1,048.31, will be the monthly amount due for payment into escrow.

Therefore, the first monthly mortgage payment for the coming eserow year, beginning with the payment due on 04/01/2015, will be \$1,494.68 of which \$446.37 will be for principal and interest and \$1,048.31 will go into the eserow account. Note - The shortage amount may be paid directly. All or part of the above shortage may be sent to OCWEN at the address provided below. If the shortage is paid, the monthly payment will be adjusted accordingly.

If you have any questions in this regard, please do not hesitate to contact us. Our hours of operation are Monday through Friday 8:00 am to 9:00 pm, Saturday 8:00 am to 5:00 pm and Sunday 9:00 am to 9:00 pm ET.

Sincerely, Ocwen Loan Servicing, LLC

NMLS # 1852 BKPOC_SHORTAGEM

Notice Regarding Bankruptcy: Please be advised that this letter is in no way an attempt to collect either a pre-petition, post petition or discharged debt. If your hankruptcy case is still active, no action will be taken in willful violation of the Automatic Stay. If you have received an Order of Discharge in a bankruptcy case, any action taken by us is for the sole purpose of protecting our lien interest in the underlying mortgaged property and is not an attempt to recover any amounts from you personally. Finally, if you are in an active Chapter 11, 12 or 13 bankruptcy case and an Order for Relief from the Automatic Stay has not been issued, you should continue to make payments in accordance with your plan. If your toan has been paid in full or already foreclosed upon, this is not an attempt to collect any additional funds from you.



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This Coupon Must Be Included with Escrow Shortage Payment Escrow Shortage Payment

\$4,068.95 e escrow shortage amount of \$4,068.95, is paid, the		
e escrow shortage amount of \$4,068.95, is paid, the		
monthly escrow payment will be adjusted accordingly		
Payment S		
Pa		

Note: The amount reflected in the shortage coupon does not need to be remitted as this amount is included in the Proof of Claim.

Ochen – Escrow Po Box 24737 West Palm beack F/33416

NMLS # 1852 BKPOC_SHORFAGEM

Notice Regarding Bankruptcy: Please be advised that this letter is in no way an attempt to collect either a pre-petition, post petition or discharged debt. If your bankruptcy case is still active, no action will be taken in willful violation of the Automatic Stay. If you have received an Order of Discharge in a bankruptcy case, any action taken by us is for the sole purpose of protecting our lien interest in the underlying mortgaged property and is not an attempt to recover any amounts from you personally. Finally, if you are in an active Chapter 11, 12 or 13 bankruptcy case and an Order for Relief from the Automatic Stay has not been issued, you should continue to make payments in accordance with your plan. If your loan has been paid in full or already foreclosed upon, this is not an attempt to collect any additional funds from you.

ATTACHMENT "B"

Case 0:16-cv-60319-RNS Document 1-5 Entered on FLSD Docket 02/18/2016 Page 14 of 30

POR SOCIASIONS

THE GORDON AGENUY, MIC

DELPAY BEACH 11, 33448 (65)

NEIP Policy Number:

0006037646

Company Policy Number: F 2013-12 10890 37846

Agent:

RECITION VEASER



Policy Term:

33 14 2015 12.01 AM through 30 14 2016 12 th AM

Renewal Billing Payor: **用料图包用提供**

> To report a claim, call: 877-254-6819 Agency Phone: 561 - 936 3750

RENEWAL FLOOD INSURANCE POLICY DECLARATIONS

STANDARD POLICY - DWELLING FORM

DELIVERY ADDRESS

SHARON HAZLEY 7417 SW 12TH CT

NORTH LAUDERDALE, FL 33068-3626

INSURED NAME(S) AND MAILING ADDRESS

SHARON HAZLET

7457 574 1274 67

NORTH LAUDANDALE, FL \$2002-3020

COMPANY MAILING ADDRESS

FIRST PROTECTIVE INSURANCE

PO BOX 912091

UENVER CO 80291-2094

PROPERTY LOCATION

DESCRIPTION. LA

RATING INFORMATION

BUILDING OCCUPANCY:

SHIGLE FAMILY NITAGORDO

CONDOMINIUM INDICATOR:

NUMBER OF UNITS: PRIMARY RESIDENCE: $f_{21}(A)$ YES

ADDITIONS EXTENSIONS:

11.

BUILDING TYPE: ELEVATED BUILDING TYPE: COST FLOOR

NUMBELEVATED

BASEMENT/ENCLOSURE GRAWLSPACE TYPE: NO BASE UP OF

MORTGAGEE / ADDITIONAL INTEREST INFORMATION

FIRST MORTGAGEE:

COMPLETION, SERVICENCE IS ACADEMA

PORCH ATCC SPRINGFIGUE COLLECTOR

SECOND MORTGAGES:

ADDITIONAL INTEREST.

DISASTER AGENCY:

BUILDING

CONTENTS

7417 SW 121H G1

NONTHILAUDERDALE, FL 33048-3623

71.01.1681 DATE OF CONSTRUCTION. 139949 8355 F - OLULEAR ETWISCHE

COMMUNITY NUMBER:

COMMUNITY NAME:

CURRENT FLOOD ZONE. $A \in$

GRANDEATHERED. FLOOD RISK RATED ZONE:

ELEVATION DIFFERENCE:

LOAN NUMBER

ΔH

DBOWARD FOOLER

49.474.3

LOAN NUMBER.

LOAN NUMBER:

CASE FILE NUMBER: NA

DISASTER AGENCY:

PREMIUM CALCULATION --

COVERAGE DEDUCTIBLE SANGULVEHAGE MANEEPER. FOR FOREST ME RATE SECTION OF A SECTION 5.280 \$160,000 \$1.250 360 000 3170,000 \$80,000 \$1,250 \$25,000 0.000 995 COU

Coverage limitations may apply. See your policy form for details.

Standard

EUEMENT. 3243.00

9.080 95.60 3 30 33,60 \$164.00 5407.00

ANNUAL SUBTOTAL: INCREASED COST OF COMPLIANCE 35 ft J COMMUNITY RATING DISCOUNT: 20 63 323.193 RESERVE FUND ASSESSMENT: 50% PROBATION SURCHARGE. \$5.09 ANNUAL PREMIUM 340000 HEIAA SURCHARGE: 20.00 FEDERAL POLICY SERVICE FEE 944 (4) TOTAL.

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Salah Sa

Thomas C. Poppeli, B. "Vice Product of Product Management

Zero Balance Due This is Not A Bill

This declarations page along with the Standard Flood insurance Policy Form constitutes your flood insurance policy.

Policy issued by addon PECTE Daily Contract of

File: 6847936

Page 1 of 2

DociD: 40827551

Printed 04/02/2015

ATTACHMENT "C"

Ocwen P.O. BOX 9066 TEMECULA, CA 92589-2066

Send Payments to: Ocwen P.O. Box 6440 Carol Stream, IL 60197-6440

Send Correspondence to: Oowen P.O. Box 24738 West Palm Boach, FL 33416-4738



2302120390

PRESORT First-Class Mail U.S. Postage and Fees Paid WSO

20151015-209

րքովիակատաներգներկութերկներկությու SHARON A HAZLEY 7417 SW 12 CT NORTH LAUDERDALE, FL 33068





Ocwen Loan Servicing, LLC www.ocwen.com

Helping Homeowners is What We Do!

1661 Worthington Road, Suite 100 West Palm Beach, Ft 33409 Toll Free: (800) 746-2936

10/15/2015

Loan Number: 80037021

SHARON A HAZLEY 7417 SW 12 CT NORTH LAUDERDALE, FL 33068

> Property Address: 7417 SW 12 CT NORTH LAUDERDALE, FL 33068

PRE-FORECLOSURE REFERRAL LETTER

Special Note: If you HAVE FILED Bankruptcy

Applies anly if you have a Chapter 7 discharge and/or discharge pursuant to Chapter 13

If you have received a Chapter 7 discharge under the U.S. Bankruptcy Code, or if your mortgage has been discharged as part of a completed Chapter 13 plan, this notice is not intended as an attempt to collect a debt. This is not an assertion that you have any personal liability for this debt.

Appliesonly if you have recounty-filed a Dankrupton petition. Please NOTIFY OS IMMEDIA VELY!

if you have recently filed for bankruptcy, this notice has been sent to you because Ocwen has not been notified of your bankruptcy case. It is important that you or your bankruptcy attorney contact us immediately. In order for us to document your file, please provide us with the date and jurisdiction of your filing, your case number, and the bankruptcy chapter number under which you have filed. This information is CRITICAL—it may change your options for keeping your home. So please CONTACT US today!

Dear Customer(s):

Recently, Ocwen Loan Servicing, LLC ("Ocwen") sent you a Notice of Default due to your loan becoming past due. Ocwen services your home loan and mortgage on behalf of HSBC Bank USA, N.A., as Trustee on behalf of ACE Securitles Corp. Home Equity Loan Trust and for the registered holders of ACE Securities Corp. Home Equity Loan Trust, Series 2006-HE2, Asset Backed Pass-Through Certificates, who is the holder of the beneficial interest in the mortgage or deed of trust which is secured by property at the address listed above. Our records reflect that the last full mortgage payment date on your account was 9/11/2015. The account is paid through 07/01/2015, which makes your account due from 08/01/2015. Your mortgage payments are past due, which puts you in default of your loan agreement and the property may be referred to foreclosure after 14 days from the date of this letter. As of 10/12/2015, you owe the following:

Principal and Interest:	\$1,339.11
Interest Arrears:	\$0.00
Escrow:	\$1,823.75
Late Charges:	\$357.12
Insufficient Funds Charges:	\$0.00
Fees / Expenses:	\$928.57
Suspense Balance (CREDIT):	\$126:40
Interest Reserve Balance (CREDIT):	\$0.00
TOTAL DUE:	\$4,322.15







Ocwen Loan Servicing, LLC WWW.OCWEN.COM

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1661 Worthington Road, Suite 100 West Palm Beach, FL 33409 Toll Free; (800) 746-2936

Call our Eustomer Care Center if you have any questions, at (800) 746-2936. We are available Monday-Friday 8:00 am-9:00 pm, on Saturday 8:00 am-5:00 pm, or on Sunday 9:00 am-9:00 pm ET.

Sincerely

Ocwen Loan Servicing, LLC

Your dedicated Relationship Manager:

Ashfaq Chandiwala Phone Number: (800) 746-2936 Monday-Friday 8:00 am-9:00 pm, on Saturday 8:00 am-5:00 pm, or on Sunday 9:00 am-9:00 pm ET

NMLS# 1852



Case 0:16-cv-60319-RNS Document 1-5 Entered on FLSD Docket 02/18/2016 Page 19 of 30

Ocwen Loan Servicing, LLC

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1661 Worthington Road, Suite 100 West Palm Beach, FL 33409 Tall Free: (800) 746-2936

Availability of Loss Mitigation Options

Unless you have directed us not to, we have made good faith efforts to contact you by telephone and/or mail to review your eligibility for alternatives to foreclosure. According to our records, with respect to this event of default:

We have not yet received a complete initial package/borrower response package from you to consider you for a loan

If your circumstances have changed, if you believe that your application for a modification was denied in error, or if you would like to discuss any alternative to foreclosure, including a loan modification, please contact us immediately.

Right to Foreclose

Ocwen Loan Servicing, LLC ("Ocwen"), as Servicer of Your Mortgage Loan, has the right to foreclose. You signed a promissory note secured by a mortgage or deed of trust or other security instrument. Ocwen intends to initiate a foreclosure on the mortgaged property in the name of HSBC Bank USA, N.A., as Trustee on behalf of ACE Securities Corp. Home Equity Loan Trust and for the registered holders of ACE Securities Corp. Home Equity Loan Trust, Series 2006-HE2, Asset Backed Pass-Through Certificates ("Noteholder").

Endorsement and Possession

The Noteholder, directly or through an agent, has possession of the promissory note and the chain of endorsement is

WHERE REQUIRED BY APPLICABLE LAW: Noteholder is the original mortgagee or beneficiary or the assignee of the mortgage or deed of trust for the referenced loan.

NML5 # 1852

14DYPFC



ATTACHMENT "B"







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1661 Worthington Road, Suite 100 West Palm Beach, FL 33409 Toll Free: (800) 746 - 2936

12/09/2015

Loan Number: 80037021



Jeffrey Golant 1999 North University Drive, Suite 213 Coral Springs, FL 33071

> Property Address: 7417 Sw 12 Ct North Lauderdale, FL 33068

Dear Jeffrey Golant

Ocwen Loan Servicing, LLC (OCWEN) would like to take this opportunity to thank you for your recent communication regarding the above referenced loan. We appreciate the time and effort on your part to bring your concern to our attention. Pursuant to your request, we have reviewed the loan and below is our response to the concern raised:

Concern#1

With reference to Sharon A. Hazley, the borrower of the above loan, you provided us with RESPA Qualified Written Request and requested us to respond to the queries outlined in the correspondence. Additionally you also provided us with authorization letter and requested us to update our records.

Response

Please be advised that, The Law Office of Jeffrey N. Golant, P.A., and all its agents has been appointed as successor as per Acceptance of successor trustee document received. Therefore, they you can obtain and discuss the loan with Ocwen by verifying the loan level details, such as borrower's name, loan number, property address and the last four digits of borrowers' social security number.

We have also updated the new mailing address on the loan. All future communication will be directed to below mentioned address, until further notice.

1999 North University Drive, Suite 213 Coral Springs, FL 33071.

The loan originated on November 1, 2005 for \$195,000.00 by Argent Mortgage Company, LLC with the first payment due on January 1, 2006. As we were not involved in the origination of the loan, we cannot comment further regarding any concerns arising from the loan origination.

We are obligated to service the loan in accordance with the terms of the Note and Mortgage signed by the borrower(s). A review of the Note indicates that the borrower (Sharon A. Hazley) have signed it. As such, the above loan is valid.

NMLS # 1852

RRCMAINLTRM



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1661 Worthington Road, Suite 100 West Palm Beach, FL 33409 Toll Free: (800) 746 - 2936

A request has been placed for copies of the following loan documents to your attention. If you require any other loan document, please contact our Customer Care Center at (800) 746-2936 and request for the same.



(b) Mortgage

(c) Final Truth in Lending

- (d) Copies of escrow analysis/letter
- (e) Settlement Statement
- (f) Recorded Assignment

We have also submitted a request to send a copy of the Payment Reconciliation History to your attention; the payment history provides the details of the payments received, applied, and the resulting loan status. You will receive it under a separate cover.

Given below are descriptions for transaction codes used:

Effective date: This is the date that we received the payment or disbursed the funds on the loan.

Description: This shows the type of the transaction that took place on that particular date.

Principal: This reflects the actual amount that has been applied toward the principal balance reduction. If the payment is reversed there will be a negative sign on that transaction.

Interest: This reflects the actual amount that has been applied toward the Interest. If the payment is reversed there will be a negative sign on that transaction.

Suspense column: Please note that according to our payment posting procedure, any payment received will be first applied to the payment that is contractually due and then for any outstanding fees due on the loan. If the payment is not sufficient to make a full monthly payment, then it will be applied to the suspense (partial payment-credit) account until additional funds are received so as to make a full contractual payment. Therefore this column reflects that the balance placed in the suspense (partial payment-credit) account as of that date and the negative amount indicates the reversal and reapplication of that amount from the suspense account toward principal or interest.

Further, the transaction history consists of the following codes:

NLD: This code refers to the loan disbursement details. This code provides the details of the unpaid principal balance transferred and the details of the suspense (partial payment-credit) account balance transferred from the prior servicer.

EID/ETD: These codes provide the details of the insurance and tax disbursements.

EIC: This code provides the details of the amount credited to the escrow account assessed toward Lender Placed Insurance.

R/RSP/RMS: These codes provide the details of the mortgage payments received on the loan.

MSA: These codes provide the suspense (partial payment-credit) account balance adjustment details.

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PAS: This code provides the details about funds removed from forbearance suspense and applied toward the loan.

AFB: This code provides details about the forbearance payments applied toward the loan.

OAA: This code provides you details about advances adjustments made on the loan.

EXP: This code provides you details regarding payments that we applied toward the expenses.

PRP: This code provides you details regarding the payments that were applied towards principal reduction.

Below is the description of the fees assessed on the loan:

Foreclosure Cost: Foreclosure Cost is court and other expenses associated with foreclosure.

Property Valuation Fee: A property valuation is performed when the borrower defaults. The bank assesses a specific fee based on the valuation order type and the fee is imposed by the valuation department based on the property type, market value and location. An appraiser or real estate professional performs a drive by inspection. Generally, a Broker's Price Opinion is made without the benefit of an interior inspection of property.

Property Inspection/Maintenance Fee: This fee is assessed when a property inspection is done on a delinquent loan to verify whether the property is occupied to insure against vandalism.

Certified Mail Cost: When the loan becomes delinquent a 'Notice of Default' (NOD) is sent to inform the borrower of the delinquency; the NOD also includes reinstatement figures. The letter also indicates that the borrower has to cure the delinquency otherwise foreclosure proceedings may be initiated. Please note that in specific states the law requires the creditor to send an NOD to borrowers via Certified Mail; a fee is assessed based on the cost of the certified mail.

As a result of the payment delinquency, fees were incurred by Ocwen that were then assessed to the loan for repayment. The Ocwen Payment Reconciliation History reflects all the outstanding fees or expenses, and provides a breakdown of all the fees assessed to the loan.

According to Ocwen's late fee policy, the loan has a 15-day grace period for the borrower to remit a monthly payment without the loan being assessed a late charge. Specifically, if the monthly mortgage payment is made after this grace period, a late charge equal to five (5%) of the overdue payment of principal and interest will be assessed on the loan. Our records indicate that certain payments were not received prior to the end of the grace period of fifteen (15) days after the due date; therefore, late charges were assessed to the loan, are valid.

Our records indicate that borrower filed for Bankruptcy Chapter 13 on March 16, 2015 and a relief was granted.

A review of our record indicates that the loan is escrowed for payment of County Taxes, Hazard Insurance and Flood Insurance on the loan.

Please be informed that even if the loan is not escrowed for taxes and/or insurance, if the taxes payable towards the property are delinquent or if we do not receive proof of insurance on the property for any given period, in order to protect our interest, we disburse the delinquent taxes and/or assess Lender Placed Insurance (LPI) on the property. This will result in a negative escrow balance and an escrow payment will be added to the monthly payment amount in order to collect the escrow advance.

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The chart below illustrates the details of LPI assessed:

Description Amount Period Policy Number

Lender Placed Flood Insurance \$1,395.83 12/28/2007 to 12/28/2007 FLR0723157430 Lender Placed Flood Insurance \$150.58 12/28/2008 to 12/28/2009 FLR0723235257

Lender Placed Flood insurance \$150.58 12/28/2008 to 12/28/2009 FLR0723235257 Lender Placed Flood insurance \$706.56 02/02/2009 to 02/02/2010 FLR0723287478

Lender Placed Flood Insurance \$1,000.07 07/16/2010 to 07/16/2011 FLR0723745466

Lender Placed Flood Insurance \$1,000.07 07/10/2010 to 07/10/2011 FLK0723/43400

Lender Placed Flood Insurance \$992.31 07/16/2011 to 07/16/2012 FLR0723745466

Lender Placed Flood Insurance \$331.45 12/22/2012 to 12/22/2013 FLR07231024594

Lender Placed Flood Insurance \$4,124.31 03/14/2014 to 03/14/2015 OFD0013022

Given below is the chart reflecting the periods of the Lender Placed Insurance (LPI) and the remaining lapse periods:

diven below is the trial reflecting the periods of the bender reacted institution (11) and the remaining depos periods

Period of disbursement Remaining lapse period

12/28/2008 to 12/28/2009 12/28/2008 to 02/02/2009 02/02/2009 to 02/02/2010 02/02/2009 to 06/29/2009

12/22/2012 to 12/22/2013 12/22/2012 to 03/14/2013

In order to review the loan with regard to process credit for the remaining lapse periods as mentioned above, please provide us with a copy of the Declaration Page. The requested proof may be forwarded to:

Ocwen Loan Servicing, LLC Its Successors and/or Assigns P.O. Box 659826

San Antonio, TX 78265-9126 Fax Number: (866) 807-1814

Our records have been updated to indicate that Flood Insurance Policy is active for the period March 14, 2015 through March 14, 2016, with First Protective Insurance (policy#OFD0013022), for an amount of \$477.00.

Please be advised that the monthly escrow payment amount is subject to change in the event an escrow analysis is performed. The monthly escrow payments are based on anticipated payments to be paid into the escrow account in order to ensure there are sufficient funds to complete anticipated disbursements made from the escrow account in addition to the amount of negative escrow balance (if any).

Please note that your escrow payment amount will adjust based on the tax amount, insurance premium and the escrow balance available on the loan. Therefore, the amount of your monthly escrow payment will also adjust accordingly.

According to the escrow analysis performed on March 18, 2015, it was determined that expected escrow balance is \$1,418.52, making the expected escrow balance deficiency \$0.00 (the balance deficiency equals the total amount paid into escrow minus the total amount of money to be paid out for the year). Based on anticipated payments from your escrow account, which total \$8,510.82 for the year, the required cushion amount is \$1,418.46 (1/6th of \$8,510.82). To

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avoid a shortage, your escrow balance should not fall below the cushion amount at any time during the coming escrow year.

As of the date of bankruptcy filing you had a pre-petition escrow balance in the amount of \$-3,355.49. Accordingly, the total amount treated as pre-petition escrow arrearages as of the date of bankruptcy filing March 16, 2015 is \$3,355.49.



Therefore, our records were updated to reflect the monthly mortgage payment, beginning with the payment due on April 1, 2015, as \$1,155.60 of which \$446.37 will be for principal and interest and \$709.23 was for escrow account.

Further, on August 6, 2015, we have performed an escrow analysis on your loan. According to the escrow analysis, the projected ending balance as of September 2015 is \$4,668.63. Please note that projected ending balance is the balance remaining after the disbursements toward taxes are made for the prior year.

According to the analysis, the starting escrow balance as of October 2015 is in the amount of \$4,386.51. The starting balance is the required balance as projected for the coming year for disbursements toward taxes. The starting escrow balance is calculated as given below:

Please refer to the Escrow surplus calculation:

Starting Escrow Balance = Sum of all escrow disbursements until the largest disbursement (including the largest disbursement) - Sum of all escrow payments till the largest escrow disbursement (including the escrow payment in the month of the largest escrow disbursement) + Cushion (2 * escrow payment).

Starting Escrow Balance = (\$4,386.51 - \$810.58) + (\$810.58) = \$3,575.93 + \$810.58

= \$4,386.51

Therefore, Surplus = Projected Ending Balance - Starting Escrow Balance = \$4,668.63- \$4,386.51 = \$282.12

Please refer to the below calculations for the calculation of the final escrow payment amount:

Escrow Payment Amount = \$1,313.46 (County Taxes) + \$3,073.05 (Hazard Insurance) + \$477.00 (Flood Insurance) / 12 (divided by 12 months) = \$4,863.51/ 12= \$405.29.

According to the analysis performed, the first monthly mortgage payment effective October 1, 2015, is \$851.66 of which \$446.37 is applied toward principal and interest and \$405.29 is applied toward escrow account.

Please be advised that notifications are provided to our customers whose payments have not been received by their due date, in order to avoid any late charges being assessed on the loan. Further, these notices are not intended to be harassing, but are made in an effort to advise you of the status of the loan and to inquire about the payment; in the interim, if the payment had been sent to us, our friendly reminder notice serves as an appreciation for your continued relationship with us.

Our records indicate that a Pre-foreclosure notice dated October 15, 2015, was sent the borrower's attention. Please note that as of that day the loan was past due for August 1, 2015 payment, which is valid.

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Please note that if the loan is delinquent, we do not accept uncertified or partial payments and the funds remitted towards the loan should be a in the reinstatement amount. In the event you remit partial or uncertified funds, the same would be returned to the remitter. Therefore, the payment we received on March 12, 2015 was returned to the remitter, as it was insufficient to cure the default on the loan.



We have submitted a request for a reinstatement quote good through January 7, 2016 to be sent to your attention, which illustrates the total amount outstanding on the loan. This will provide you with an itemized breakdown of the amount required to reinstate the loan.

The entity that currently owns the loan and holds the Note is HSBC Bank USA, N.A., as Trustee on behalf of ACE Securities Corp. Home Equity Loan Trust and for the registered holders of ACE Securities Corp. Home Equity Loan Trust, Series 2006-HE2, Asset Backed Pass-Through Certificates, Address: 8 East 40th Street- CTLA-Structured Finance, New York, NY 10016, Phone Number (800) 662-9844. The entity that currently owns the loan is based upon Ocwen's review of its records as of the date of this letter and the ownership status may change throughout the life of the loan. Ocwen Loan Servicing, LLC is currently servicing your loan and all inquiries should be directed to our office.

A thorough review of all records determined that no error has occurred and the above explanation enumerating the reasons for reaching this conclusion. If you believe of any discrepancy in the information provided, please provide us with relevant documentation supporting your claims, in order for us to research the issue further. You may send the requested proof to the address mentioned below or fax it to (407) 737-6375.

Please note that we service the loans in accordance with all the applicable Federal and State Laws. Section 2605(e) of the Real Estate Settlement Procedures Act requires us respond to "Qualified Written Request", as defined by that section, regarding "Information Relating to the Servicing of such loan", 12 U.S.C. § 2605(e)(1)(A). We will not respond to the additional questions as the information is confidential, and does not relate to the servicing of this particular loan.

As of the date of this letter, the loan is past due for the September 1, 2015 payment. For any further questions or concerns regarding the loan, you may contact our Customer Care Center at (800) 746-2936.

We trust that the information provided has fully addressed your concern. Please note that you may request copies of collateral or certain loan documents that were relied upon in making this determination. You may receive these documents by sending in a written request to the Research Department at the address mentioned below. Please visit our website (www.ocwencustomers.com) which is available 24 hours a day, seven days a week, as many of the answers to your account specific questions may be found there. However, should you have any further questions in regards to this issue, please contact our Research Department at (800) 241-9960. After speaking with our Research Department, if you still have questions or concerns, please feel free to contact the OCWEN consumer advocate through OCWEN's website or by phone at (800) 390-4656. You may also send written correspondence to the following address:

Ocwen Loan Servicing, LLC Attention: Research Department

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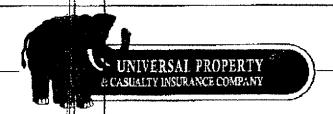
1661 Worthington Road, Suite 100 West Palm Beach, FL 33409 Toll Free: (800) 746 - 2936

P.O. Box 24736 West Palm Beach, FL 33416-4736

Sincerely, Aishwarya G Research Department Ocwen Loan Servicing, LLC

NMLS # 1852 RRCMAINLTRM

ATTACHMENT "C"



1110 W Commercial Blvd Fort Lauderdale, Fl: 33309

DOCUMENT SUBMISSION CHECKLIST

All trailing documents, signed application and payment must be received with 15 days from the effective date of the policy. Documents may be submitted by email, fax or can be uploaded on Atlas bridge.

MAIL:

Universal Risk Advisors, Inc. 1110 Vi Commercial Blvd.

Suite 300 Fort Landerdale, FL 33309

EMAIL: applications@universalriskadvisors.com

FAX: (866) 354-8602 or (866) 354-8603

ALL DOCUMEN	TS LIS TED BEL OW ARE REQUIRED	ENCLOSED
Signed Application		
Premium Check - mor	tgage billed	
Proof of Prior Governge	(Dec Page/Seulement Statement/Lease)	X
Completed Wind Mitiga	tion Form OTR-B1-1802 (Rev 01/12)	X
* ALL DOCUMENTS WILL RESULT IN PE CANCELLATION.	LISTED ABOVE ARE REQUIRED: FAILURE TO INCLUDE ROCESSING DELAYS, ADDITIONAL POLICY CHARGES, AI	THESE FIEMS ND/OR A

SHARON HAZIEY 7417 SW 12TH OT N Laudendale, FJ 33068 POLICY NUMBER

1501-1506-3617

STATEMENT DATE

10/29/2015

DUE DATE

11/22/2015

AMOUNT DUE

\$1,957.58

Universal Risk Advisors, Inc. 1110 W. Commercial Blvd. Suite 300 Fort Landerdale, FL 33309

AMOUNT ENCLOSED

*US Funds Only

FL-99228861501150636171115201500000000195758