



Forensic Professionals Group USA, Inc.

Serving all 50 States - Mortgage Analysis as a Credible Defense Against Foreclosure

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Lender Compliance Analysis Assessment

TILA - RESPA - HOEPA - UDAP Violation Assessment

To verify authenticity of this assessment, go to:

<https://secure.fpg-usa.com/confirmation/?confirm=595802506447>

Issuance Confirmation: 595802506447

The following Assessment is the result of a series of regulatory examinations conducted online at <http://www.fpg-usa.com> using our patent pending Lender Compliance AnalysisSM system (the "LCA System") for borrowers John Doe and Jane Doe on their 1st - Refinance - ARM loan # 1234567890 with Predatory Lender. The mortgage analysis was performed on 10/10/2009 10:38:45.

This Assessment is a summary of the results of relevant data in the loan closing documents and answers to questions. It is not a Report, which specifies the regulatory code violations and remedies in a form suitable for 1) entering into evidence in court with a request for judicial notice, and 2) suitable for submission to a lender's legal department in the process of a loan modification negotiation.

If this Assessment is "clean" with no violations or alerts reporting, we recommend you keep it as a permanent record in your loan file. It evidences your due diligence in assessing potential violations which could be used to fight foreclosure or leverage loan modification negotiations. We suggest you explore the benefit of FPG-USA's Forensic Lender DiscoverySM ("FLD") which examines a loan for "toxicity", flaws in the mortgage which undermine claims by lenders in foreclosure. Detailed information can be found at www.fpg-usa.com.

Assessments are not designed to be used or submitted to courts, lenders, or any other party in the process of claiming legal rights or negotiating. If there are violations or alerts, the optional LCA Report should be purchased for this purpose, with the understanding that FPG-USA is not engaged in nor providing or rendering legal advice or any other professional services to consumers outside of mortgage analysis services.

If this Assessment shows violations or alerts, order a Report. Attorneys may want to submit the report into evidence in court in accordance with their rules of evidence and civil procedure, and request judicial notice. Should the Judge or opposing side, under the rules of evidence, desire to interview, question, get an opinion, or otherwise speak to a qualifying mortgage analysis expert on issues pertaining to the report, regulations or any other pertinent matter, FPG-USA provides this service for a nominal fee via a conference call scenario.

The LCA System examines for violations under the following Acts: The Truth in Lending Act ("TILA") 15 U.S.C. §§ 1601-1666j, as amended; the Home Ownership and Equity Protection Act of 1994 ("HOEPA"), as amended; and TILA's implementing Regulation Z, 12 C.F.R. 226, as amended, and the Real Estate Settlement Procedures Act ("RESPA"), 12 U.S.C. 2601 et seq., as amended and 24 C.F.R. Part 3500 Title 24: Housing and Urban Development as amended. Unfair and Deceptive Acts and Practices examination findings are State specific and are presented in the form of alerts which may be further investigated by an attorney. All 50 states, D.C., & Puerto Rico have UDAP laws.

In providing this Assessment, FPG-USA assumes no responsibility except to report based upon the information entered, documentation provided, and the government agency regulations examined in the process. Certification of input based on loan documents is available by FPG-USA qualified staff, for a nominal additional fee as necessary.

Erroneous information, input errors, or reliance on unreliable documentation and any other act that could serve to undermine the credibility of the input entered into the system can result in material differences between the LCA System findings and the specified loan's actual compliance with the applicable government agency regulatory requirements. This Assessment is provided under the terms of our User Agreement as found on the FPG-USA website www.fpg-usa.com.

FPG-USA provides forensic lender compliance analysis, research and discovery based upon established government rules and regulations. FPG-USA does not provide legal, accounting, mortgage or other advice whatsoever and nothing issued or received should be construed as such. Use of FPG-USA services and issuances is provided based upon acknowledgement and agreement of the FPG-USA Terms and Conditions as published on the FPG-USA website www.fpg-usa.com.

Documents Used to Perform the Examination

Disclosures (Other)
 Final HUD-1 or 1-A Settlement Statement ("Hud-1")
 Life of Loan Transaction History
 Mortgage or Deed of Trust
 Mortgage Broker Agreement
 Note (Adjustable or Fixed) ("Note")
 Note Riders
 Right to Cancel (Rescind) Notice (All pages and copies) ("Right To Cancel")
 Truth In Lending Disclosure ("TIL")
 Written acknowledgment of receiving rescission notice

Parties			
FPG-USA #:	595802506447	Performed by:	Kahn, Richard M
Issuance Date:	2009-10-10 10:38:45	Court:	State Court
Borrower:	John Doe	Plaintiff is:	Lender
Co-Borrower:	Jane Doe	Defendant is:	Borrower
Property Address:	123 Main Street, Jacksonville, FL Doe	Loan #:	1234567890
Case No:	00-000000	Lender:	Predatory Lender
Loan Type:	First - Refinance - ARM	Servicer:	Default loan servicing
Borrower's Attorney:	Able Attorney	Lender's Attorney:	Plaintiffs Atty
Borrower's Firm:		Lender's Firm:	
Is this loan in or facing foreclosure: Yes			

LCA Act Assessed	Results	Potential Remedies
RESPA	2 Violation(s)	Can be basis for Unfair and Deceptive Practices and Acts (UDAP) claim in State court; Civil and Statutory Damages; Closing Cost Reimbursement - Attorney and Court Fees.
TILA	1 Alert(s)	Extended Right of Rescission to 3 years; Civil, Actual and Statutory Damages; Closing Cost Reimbursement - Attorney and Court Fees.
TILA	4 Violation(s)	Extended Right of Rescission to 3 years; Civil, Actual and Statutory Damages; Closing Cost Reimbursement - Attorney and Court Fees.
UDAP	9 Alert(s)	Can be basis for Unfair and Deceptive Practices and Acts (UDAP) claim in State court; Civil and Statutory Damages; Closing Cost Reimbursement - Attorney and Court Fees.
UDAP	2 Violation(s)	Can be basis for Unfair and Deceptive Practices and Acts (UDAP) claim in State court; Civil and Statutory Damages; Closing Cost Reimbursement - Attorney and Court Fees.

LCA Act Assessed	Examination Series Showing Violation(s) or Alert(s)
RESPA	Good Faith Estimate (GFE)
RESPA	Qualified Written Request
TILA	Negative Amortization Disclosure
TILA	Rescission Notice Delivery
TILA	Rescission Receipt Acknowledged
TILA	ARM Payment Schedule Start Rate Deception
TILA	Finance Charge Tolerance and Violation
UDAP	Loan Proceeds Test
UDAP	Property taxes due paid at closing
UDAP	Home Improvement Paid at Closing
UDAP	Deceptive Mortgage Broker Fee
UDAP	Payment Posting
UDAP	Excessive settlement charges
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UDAP	Blatant Forgery
UDAP	Equity Stripping
UDAP	Bait and Switch
UDAP	Forced placed insurance
UDAP	Income Exaggeration
UDAP	Mandatory Arbitration Clause

For examination integrity FPG-USA maintains permanent internal records of all answers used in each examination series for both Assessments and Reports. Details of particular violation(s) and/or alert(s) are supplied in the body of Reports. Summaries of particular violation(s) and/or alert(s) are included in the body of Assessments.