

John Doe and Jane Doe
123 Main Street
Jacksonville, FL 12345
Phone: Fax:
Email:

10/10/2009

Sent By:

1st Class Certified Mail; Fax to () _____ - _____; Courier _____

Addressed To:

Originating Lender; Current Servicing Lender; Legal Adversarial Party; Lender's Atty.; Borrower's Atty.
(Send one copy of the rescission package to each Addressee and mark appropriate box as applicable.)

To: Predatory Lender, Legal Department Counsel

Address: _____

City, State, Zipcode: _____

Ph: _____ - _____ Fax: _____ - _____ Email: _____

RE: TILA Rescission / Cancellation Letter

Borrower(s): John Doe and Jane Doe

Subject property: 123 Main Street, Jacksonville, FL 12345

Lender: Predatory Lender Loan Number: 1234567890 Loan Position: First

Servicing Lender: Default loan servicing

To Whom It May Concern,

Pursuant to the "Right of Rescission" provisions of the Truth and Lending Act ("TILA") including but not limited to, 15 U.S.C. § 1635 and rescission remedies of Regulation Z (Closed End Credit: § 226.23) We, the homeowners, John Doe and Jane Doe hereby rescind the above referenced loan due to violations of TILA including but not limited to:

Pertinent Violations

- 1. Lender has failed to provide a material disclosure required under TILA: Negative Amortization Disclosure: An explanation of negative amortization. Reg Z. § 226.19 (b)(2)(viii)**
- 2. Failure to deliver a proper 3-day notice of right to rescind triggers an extended right of rescission. 12 C.F.R. 226.23(a)(3)**
- 3. There is a deceptive recast violation in the payment schedule on this loan. Failure to make clear, conspicuous, and accurate material disclosures triggers an extended right of rescission. 12 C.F.R. 226.23(a)(3). Material disclosures include the: (1) annual percentage rate, (2) finance charge, (3) amount financed, (4) total payments, (5) or payment schedule. 12 C.F.R. 226.23(a)(3) n.48.**
- 4. Lender has violated statutory TILA Finance Charge "tolerances".Reg. Z § 226.18(d)(1)(i); Reg. Z § 226.4(h); Reg. Z § 226.23(g)(1); Reg. Z § 226.23(g)(1)**

We have authorized our attorney to represent us in this matter.

If you are servicing this loan or are another agent of the holder of the note and mortgage, please immediately forward this official notice to the current holder of our note and mortgage and advise us in writing.

Sincerely,

Borrower: John Doe

Date

Co Borrower: Jane Doe

Date

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Foreclosure Defenders
Able Attorney
1 Lawyers Lane
Jacksonville, FL 12345
Phone: 123-456-7890 Fax: 123-456-7890
Email: rkahn@fpg-usa.com

10/10/2009

Sent By:

1st Class Certified Mail; Fax to () _____ - _____; Courier _____

Addressed To:

Originating Lender; Current Servicing Lender; Legal Adversarial Party; Lender's Atty.; Borrower's Atty.
(Send one copy of the rescission package to each Addressee and mark appropriate box as applicable.)

To: Predatory Lender, Legal Department Counsel

Address: _____

City, State, Zipcode: _____

Ph: _____ - _____ Fax: _____ - _____ Email: _____

RE: Notice of and Demand for Rescission AND Tender Offer.

NOTICE OF AND DEMAND FOR RESCISSION

Borrower(s): John Doe and Jane Doe
Subject property: 123 Main Street, Jacksonville, FL 12345
Lender: Predatory Lender Loan Number: 1234567890 Loan Position: First
Servicing Lender: Default loan servicing

To Whom It May Concern,

Pursuant to the "Right of Rescission" provisions of the Truth and Lending Act ("TILA") including but not limited to, 15 U.S.C. § 1635 and rescission remedies of Regulation Z (Closed End Credit:§ 226.23) the homeowners, John Doe and Jane Doe hereby rescind the above referenced loan and make demand for restitution, reformation, disgorgement, credits, setoffs, damages and other equitable relief against the original lender referenced and any lender assignees (15 USC § 1641(c)) for engaging in acts or practices in violation of the following:

Pertinent Violations

- 1. Lender has failed to provide a material disclosure required under TILA: Negative Amortization Disclosure: An explanation of negative amortization. Reg Z. § 226.19 (b)(2)(viii)**
- 2. Failure to deliver a proper 3-day notice of right to rescind triggers an extended right of rescission. 12 C.F.R. 226.23(a)(3)**
- 3. There is a deceptive recast violation in the payment schedule on this loan. Failure to make clear, conspicuous, and accurate material disclosures triggers an extended right of rescission. 12 C.F.R. 226.23(a)(3). Material disclosures include the: (1) annual percentage rate, (2) finance charge, (3) amount financed, (4) total payments, (5) or payment schedule. 12 C.F.R. 226.23(a)(3) n.48.**
- 4. Lender has violated statutory TILA Finance Charge "tolerances".Reg. Z § 226.18(d)(1)(i); Reg. Z § 226.4(h); Reg. Z § 226.23(g)(1); Reg. Z § 226.23(g)(1)**

If you are servicing this loan or are another agent of the holder of the note and mortgage, please immediately forward this official notice

to the current holder of the note and mortgage and advise in writing

I remind you that you are under statutory legal obligation to perform and that failure to do so will may result in additional damages and legal actions. "Within 20 calendar days after receipt of a notice of rescission, the creditor shall return any money or property that has been given to anyone in connection with the transaction and shall take any action necessary to reflect the termination of the security interest." Reg. Z § 226.15(d)(2) and § 226.23(d)(2), 15 USC § 1635(b).

You are hereby advised that according to federal law, the borrowers will remain in the premises until you perform as obligated. "The consumer may retain possession until the creditor has met its obligation. Tender of money must be made at the creditor's designated place of business," Reg. Z § 226.15(d)(3) and § 226.23(d)(3), 15 USC § 1635(b).

You are hereby respectfully advised that strict adherence to the Regulatory time frames and obligations of the creditor under this notice is required. If you fail to cancel the security interest and refund all of the consideration that the borrowers have paid as required by law, you will leave me no choice but to seek actual and statutory damages pursuant to 5 USC § 1640(a).

When the lender has complied with the obligation to credit the money paid in by the borrowers and takes action to terminate the security interest as prescribed by the federal regulations (includes notifying the county clerk of records and releasing the mortgage interest in the property, turning the loan into an unsecured loan) then the borrowers will "tender" the adjusted balance due on the mortgage back to the lender, Reg. Z § 226.15(d)(3) and § 226.23(d)(3), 15 USC § 1635(b).

The Borrowers' offer with financial calculations is attached. Your are hereby duly advised; Creditors must take possession of the money or property within 20 calendar days after the consumer's tender, or the consumer may keep it without further obligation. Reg. Z § 226.15(d)(3) and § 226.23(d)(3), 15 USC § 1635(b).

In accordance with the 20 day rule as detailed above, please notify me in writing advising of the status of your recording a release of the security interest and cancellation of the loan with advice on returning the monies we paid or otherwise crediting the stipulated amounts to us as per our attached tender offer. We thank you in advance for your anticipated cooperation and attentions to this matter.

Sincerely,

Borrower's Attorney: Able Attorney Esq.

Date

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Foreclosure Defenders
Able Attorney
1 Lawyers Lane
Jacksonville, FL 12345
Phone: 123-456-7890 Fax: 123-456-7890
Email: rkahn@fpg-usa.com

10/10/2009

Sent By:

1st Class Certified Mail; Fax to () _____ - _____; Courier _____

Addressed To:

Originating Lender; Current Servicing Lender; Legal Adversarial Party; Lender's Atty.; Borrower's Atty.
(Send one copy of the rescission package to each Addressee and mark appropriate box as applicable.)

To: Predatory Lender, Legal Department Counsel

Address: _____

City, State, Zipcode: _____

Ph: _____ - _____ Fax: _____ - _____ Email: _____

TENDER OFFER

Borrower(s): John Doe and Jane Doe
Subject property: 123 Main Street, Jacksonville, FL 12345
Lender: Predatory Lender Loan Number: 1234567890 Loan Position: First
Servicing Lender: Default loan servicing

To Whom It May Concern,

This Tender Offer letter accompanies the attached Notice of and Demand for Rescission in accordance with the Truth and Lending Act ("TILA"), 15 U.S.C. §§ 1601-1666j, as amended, Notice of and Demand for Rescission. This letter presents John Doe and Jane Doe's tender offer to Predatory Lender. This letter and the attached Notice of and Demand for Rescission are based on the borrowers' right to cancel the current mortgage loan, referenced as loan number: 1234567890.

Based on the foregoing, the borrowers, John Doe and Jane Doe, demand cancellation of the loan on the property located in Jacksonville under the provisions of the the Truth and Lending Act ("TILA"), 15 U.S.C. §§ 1601-1666j, as amended, . The Borrowers have authorised Foreclosure Defenders to present this tender offer of \$255,655.00 to Predatory Lender as the current holder of said mortgage loan.

This \$255,655.00 tender offer amount was derived using the formula outlined in Semar v. Platte Valley Fed. S&L. Assn., 791 F.2d 699 (9th Cir. 1986) calculating the TILA formula as follows: Principal loan amount \$300,000.00 minus 1) all payments made (\$31,060.00) minus 2) all finance charges and fees paid in the form of loan expenses (\$11,285.00) minus 3) the statutory civil penalty for violation of TILA (\$2,000.00). A breakdown of the calculated fees for your reference and convenience is itemized and included as Exhibit A.

As with any TILA violation, the rescission remedy runs against any assignee of the loan. 15 U.S.C. § 1641(c).

This offer is estopped with a snapshot as of the date of this letter. If the borrower makes any additional monthly or other payments to lender Predatory Lender not included in the above calculations, any and all such additional payments the homeowners John Doe and Jane Doe made will be subtracted from the tender offer as a credit reduction towards any final tender payment offer.

The homeowners John Doe and Jane Doe have already incurred legal fees. Nothing in this offer precludes adding additional financial

entitlements, including but not limited to statutory penalties for not responding according to the regulations (\$2,000), plus any actual damages, attorneys fees and court costs which will be presented and accounted for in the final tender payment accounting.

"Within 20 days the creditor must take any action required to cancel the security interest and must return any money paid on the loan." 12 C.F.R. 226.23(d)(2). Please advise me no later than (October 31, 2009) if Predatory Lender will agree to resolve the homeowners John Doe and Jane Doe's TILA claim and release its security interest on this loan by accepting in writing the herein proposed \$255,655.00 tender offer. Please be advised, the homeowners John Doe and Jane Doe have already obtained pre-approval for refinancing with another lender and is in a position to present the full tender payment with the proceeds of that loan within 30-45 days of Predatory Lender's release, or at such other reasonable time a loan closing may take place, or as otherwise ordered by the court.

I invite you to please call me at 123-456-7890 during regular business hours so that we may discuss this matter after you have had an opportunity to fully review this matter.

Sincerely,

Borrower's Attorney: Able Attorney Esq.

Date

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Exhibit A

Finance Charge Item Name	Hud-1 Line Item #	Fee Amount
Document Prep Fee to Lender	801	\$250.00
Flood certification fee to Lender	801	\$25.00
Mortgage broker fee	803	\$4,500.00
Other transaction fees to Lender	804	\$1,325.00
Processing fee to Lender	805	\$900.00
Processing fee to Mortgage Broker	806	\$250.00
Underwriting fee to Lender	807	\$250.00
Excess of bona fide appraisal fee paid to lender	808	\$300.00
Excess of bona fide credit report fee paid to lender	809	\$35.00
SubTotal		\$7,835.00

Title Co Item	Hud-1 Line Item #	Fee Amount
Abstract or Title Search	1100	\$200.00
Courier / Fed Ex / Copy Fees	1101	\$50.00
Document Preparation	1102	\$100.00
Electronic Storage	1103	\$50.00
Lender's Coverage	1104	\$2,700.00
Settlement or Closing Fee	1105	\$250.00
Title Examination	1106	\$100.00
SubTotal		\$3,450.00

TENDER OFFER

Principal Loan Amount:		\$300,000.00
	TILA	
Minus		-
1) All Payments Made:		\$31,060.00
2) All Finance Charges and Fees Paid in the Form of Loan Expenses:		\$11,285.00
3) statutory civil penalty for violation of TILA (\$2,000.00):		\$2,000.00
Sub Total (Setoff amount as defensive recoupment):		\$44,345.00
(No statute of limitations in foreclosure, otherwise limited to 3 years from consummation of loan.)		
Tender Offer Amount:		\$255,655.00

By making this attached rescission demand and this tender offer, borrower is not giving up any rights at law to claim \$0.00 as setoffs against the lender in the nature of defensive recoupment against any monetary claims made against the borrower.

Delivery of Notice of and Demand for Rescission AND Tender Offer

Note: Anyone not the Addressee is being sent a copy of this correspondence by regular mail and/or fax with their "sent to physical and/or fax address" noted.

CC:

Originating Lender: _____
Name and Full Address

Sent by: Mail; Fax to _____ - _____; Courier _____

Current Servicing Lender _____
Name and Full Address

Sent by: Mail; Fax to _____ - _____; Courier _____

Legal Adversarial Party _____
Name and Full Address

Sent by: Mail; Fax to _____ - _____; Courier _____

Lender's Atty. _____
Name and Full Address

Sent by: Mail; Fax to _____ - _____; Courier _____

Borrower's Atty _____
Name and Full Address

Sent by: Mail; Fax to _____ - _____; Courier _____

Court (3 copies, one for Clerk, one for Judge and one with SASE to borrower or their attorney for return of original stamped copy)

Name and Full Address

Sent by: Mail; Courier _____

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