

October 12, 2012

Rodney Graff  
PO Box 385  
Byers, CO 80103

RE: Loan Number 3001443997

Dear Mr. Graff:

This letter is in response to your undated letter received October 3, 2012.

The Fair Debt Collection Practices Act sets forth a process by which a debtor – you in this instance – can request a debt validation and case law provides a debt collector – IndyMac Mortgage Services in this instance – can verify your debt. The copy of the promissory note and the provided pay history fulfills our obligation to validate the debt.

Original documents – or at least the original promissory note and deed of trust/mortgage – are not available for inspection although if you would like to obtain a certified copy please fill out the order form enclosed.

Please accept this letter as confirmation that the investor on your loan is Fannie Mae. Their phone number is 1.703.833.2951 and their address is 11600 American Way, Reston, VA 20190. Any questions regarding your loan should be addressed directly to IndyMac Mortgage Services, a division of OneWest Bank, FSB as we are responsible for the servicing of this loan. The investor should not be contacted directly.

IndyMac Mortgage Services has been retained by the current holder of your loan to act as its agent to, among other tasks, collect the monthly payments as they become due, provide you and the investor monthly statements, respond to correspondence, and where applicable, to act in their name to commence foreclosure proceedings in the event of your default. As their agent, our position is not strictly administrative.

It is important to note you signed the loan documents in question, including but not limited to the promissory note and deed of trust or other security agreement. Your signature on those documents evidence your obligations to repay the amounts borrowed and your agreement to pledge your property as security for the repayment of the loans. Unless and until the loan(s) is repaid, the security interest will remain in the property and upon any default in the repayment of the loan, we are entitled to exercise our remedies, including but not limited to the foreclosure of the property.

We trust you will understand there is no further assistance that IndyMac Mortgage Services can provide in this matter and will reserve the right not to respond to repeated claims of this nature. At this time, we consider this request answered and resolved.

Respectfully,

IndyMac Mortgage Services  
a division of OneWest Bank, FSB

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, if you have filed a bankruptcy petition and there is either an "automatic stay" in effect in your bankruptcy case, or your debt has been discharged pursuant to the bankruptcy laws of the United States, this communication is intended solely for informational purposes.



*REFUSED FOR CAUSE  
no proof of fraud  
discovered*

MERS MIN: 100039046761435839

4676143583  
Graff, Rodney

### InterestFirst<sup>SM</sup> NOTE

September 29, 2005  
[Date]

Byers  
[City]

CO  
[State]

138 E Front Street  
Byers, CO 80103  
[Property Address]

#### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 104,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Quicken Loans Inc.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

#### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.500 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

#### 3. PAYMENTS

##### (A) Time and Place of Payments

I will make a payment every month. This payment will be for interest only for the first 120 months, and then will consist of principal and interest.

I will make my monthly payment on the 1st day of each month beginning on December 1, 2005. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date, and if the payment includes both principal and interest it will be applied to interest before Principal. If, on November 1, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. Box 530483, Livonia, MI 48153-0483

or at a different place if required by the Note Holder.

##### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 650.00 and thereafter will be in the amount of U.S. \$ 837.82 change in monthly payment.

for the first 120 months of this Note,

The Note Holder will notify me prior to the date of

#### 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date of my monthly payment

MULTISTATE InterestFirst FIXED RATE NOTE-Single Family-Fannie Mae UNIFORM INSTRUMENT

718486904

836N (0210)

Form 3271 1/01



VMP MORTGAGE FORMS - (800)621-7291

46761435830140

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Initials: R.B.D.

RBG-92905 PN-1

unless the Note Holder agrees in writing to those changes. However, if the partial Prepayment is made during the period when my monthly payments consist only of interest, the amount of the monthly payment will decrease for the remainder of the term when my payments consist only of interest as well as during the time that my payments consist of principal and interest. If the partial Prepayment is made during the period when my payments consist of principal and interest, the amount of my monthly payment will not decrease; however, the principal and the interest required under this Note will be paid prior to the Maturity Date.

#### 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

#### 6. BORROWER'S FAILURE TO PAY AS REQUIRED

##### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of Fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of interest and/or principal and interest. I will pay this late charge promptly but only once on each late payment.

##### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

##### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

##### (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

##### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

#### 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

#### 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

RB692905PW-1

**9. WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

*Rodney B. Graff* <sup>RB-92905PN-1</sup>  
Rodney B. Graff 09/29/2005 (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)  
-Borrower -Borrower

\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)  
-Borrower -Borrower

\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)  
-Borrower -Borrower

[Sign Original Only]

IndyMac Mortgage Services a Division of OneWest Bank  
Document Request Form

IndyMac Mortgage Loan Number: \_\_\_\_\_

IndyMac Borrower(s) Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Check the box that corresponds to the document copies needed:

Item Requested	Fee	Your Request
Authorization	\$5.00	
Loan Application	\$5.00	
Good Faith Estimate	\$5.00	
Truth in Lending Statement	\$5.00	
HUD-1	\$5.00	
Deed of Trust	\$10.00	
Note & Any Addendums	\$10.00	
Initial Disclosures	\$5.00	
Notice of Right to Cancel (Refinance Only)	\$5.00	
Appraisal	\$10.00	
Payment History (12 Month)	Free	
Payment History (24 Month)	\$10.00	
Payment History (36 Month)	\$20.00	
Payment History (48 Month)	\$30.00	
	Total	\$

Once complete, send this order form and a check for the total amount due to:

IndyMac Mortgage Services  
6900 Beatrice Drive  
Kalamazoo, MI 49009  
Attn: RESPA Dept