

Eddie Ribeiro

May 10th 2020

Redacted

VIA: FIRST CLASS MAIL

Premium Title of California

Redacted

Ocwen Loan Servicing

Redacted

Western Progressive LLC

Redacted

Altisource

Redacted

Good Faith Discovery Notice: Verification of Proof of Claim Requested

Notice to Agent is Notice to Principal and Notice to Principal is Notice to Agent.

Demand to Rescind Foreclosure Sale unlawfully and fraudulently committed on February 12, 2019.

Under the Truth in Lending Act pursuant to 15 USC §§ 1601-1667j (full disclosure), I have a right to know who the true party of interest in this transaction is. As such, I am asking you to stipulate whether you are the holder in due course for my promissory note. If you are not the holder, then you admit to being the servicer of this obligation.

Please also stipulate for the record whether or not my loan has been securitized, and if so, the name of the REMIC/Trust my loan is bundled with.

Pursuant of U.C.C. – ARTICLE 3 -53-501 (b) 2 (1), I am entitled to demand presentation of the negotiable instrument.

That demand is hereby ordered. I demand that you present for my visual inspection MY ORIGINAL WET INK SIGNATURE PROMISSORY NOTE and allonge in Santa Clara County.

This is required to establish your right of enforcement as Holder in Due Course via a chain of assignment as evidenced by the Note or Allonge. Claiming to be the "the holder in due course" as a statement is insufficient proof of status and is/will be rejected. A photocopy of the documents is insufficient proof as it does not answer the question of who CURRENTLY is the rightful and lawful holder in Due Course.

If you are unable to provide this proof as I have requested within 30 days, then you admit to not being a party of interest and cannot rightfully enforce your claim under U.C.C. – ARTICLE 3 § 3-301. Under Title 12 § 226.39 (regulation Z) part (a), a servicer does not have the rights of a holder in due course and therefore, do not have the right to foreclose.

You are hereby given notice that the action to foreclose on my property is construed as prima

fascia evidence that you are committing fraud. In a recent case law, it was ruled as follows:

It is the creditor's responsibility to keep a borrower and the Court informed as to who owns the note and mortgage and is servicing the loan, not the borrower's or the Court's responsibility to ferret out the truth...

It is worth repeating as a warning to lenders and servicers that the rules of this Court apply to them. Their private agreements and the frenzied trading market for mortgages do not excuse compliance with Bankruptcy Rules any more than they would justify ignoring the Bankruptcy Code.

(In re Nosek, 406 B.R. 434, 440 (D. Mass 2009) bankruptcy trial court decision) Under US Code TITLE 15 > CHAPTER 41 > SUBCHAPTER V > § 1692g part b)

This debt has been officially in dispute. By law, all collection activities must cease until this matter is resolved. You are hereby given notice. Blatant disregard for this law is subject to fines by the FTC. You are advised to consult legal counsel on this matter.

I am giving you formal notice that failure to respond to this letter through a verified and validated proof of claim within 30 days as I have asked for, point for point will be taken as an administrative default. Please be advised. A COPY of the said Note and or an Affidavit of Loss or any other forms will not be acceptable. Please contact me in writing to arrange for an appropriate point of inspection in (city):

San Jose, Santa Clara County California.

Litigation is very expensive and should be avoided at all cost. This is my good faith attempt to resolve this matter before I am forced to litigate against your company in both state and federal court. I am pleading with you to resolve this matter privately and civilly as to avoid burdening our courts with this matter. If I must, I will see you in court. This is not an idle threat.

Please take this matter seriously.

Sincerely,



Eddie Ribeiro

Real Owner -

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