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December 13, 2018

Consumer Financial Protection Agency
1700 G Street NW
Washington, DC 20552

RE: CASE NO. 9:17-CIV-80495

In April 2007 I purchased a home as my primary residence in Lee County Florida. I put the required twenty percent down payment of $60,000 and invested an additional $20,000 in flooring, landscape, and stainless steel appliances. I loved the warm weather and planned to retire here.

A few months after moving in, I received a notice that Homebanc, the original lender filed for Chapter 11 bankruptcy and a new company would now service the account. In the early part of 2011 a third company called Homeward Residential, Inc. acquired servicing rights.

In late 2011 I retained an attorney to assist me in a government-sponsored program called HAMP for homeowners who were underwater on their mortgages. I completed the necessary paperwork to get a mortgage modification with principal reduction.

In November of 2012 Homeward Residential sent me the paperwork for a modification. This new loan included a Balloon Note of $78,6639.38, capitalized interest and attorney fees in the amount of $26,196.33, and a switch from a 30-year to a 40-year term.

I was reluctant to sign the paperwork because the unpaid principal balance increased to $266,196.33. I called the Home Retention Team @ Homeward Residential, Inc. and requested a title closer or title company to explain the documents, especially the Balloon Note.

They claimed there was no need for that and said that if I did not sign the documents they would proceed with the foreclosure process. I was taking medicine for my depression and a kidney infection at that time and decided not to sign anything that I did not understand.

Ocwen Loan Servicing took over the loan servicing rights from Homeward a few months later in 2013. When I received my new mortgage statement from Ocwen I noticed that the new mortgage payment went up by over $150.00. I began another dispute process with Owen.

After all of this back and forth with these Servicing companies and getting nowhere, I am hoping that your office can provide some clarification on certain issues regarding these loan modifications.

I had a real estate lawyer review the mortgage modification documents. He pointed out that the "Loan Modification Agreement" paragraph numbered 8 on page 2 states "Pursuant to Section 199.145(4)(b) Florida Statutes, additional nonrecurring intangible tax is due.

Intangible non-recurring tax is levied on obligations for payment of money that are secured by mortgages or other liens on real property per Florida Statute 199.133. Non-recurring intangible tax in the state of Florida is $2 per $1000.

The real estate attorney brought something else to my attention. On page 1 of the Loan Modification Agreement there is a line item labeled New Money: $26,196.33. According to the Servicer, this Modification and Balloon Note was recorded, however no tax was paid.

During my dispute process with Homeward Residential, Inc. now known as Ocwen Loan Servicing, I questioned the authenticity of the modification documents. They have provided copies of documents with notary and witness signatures.

I have bought, sold and refinanced properties in this state and others. The settlements were always conducted at a title company or an attorney's office. My request to have this Mortgage Modification loan package executed at a settlements agent's office was lawful.

Please look into this matter. I believe this company acted unethically. My financial circumstances have changed drastically in the last two years because of medical issues. I have exhausted my savings and am living on social security and a veteran's pension.

Thank you for your time and consideration.

Robert Sepulveda

Cc: Freddie Mac
8250 Jones Branch Drive
McLean, VA 22102

United States District Court, Southern District of Florida
Office of The Clerk-Room8N09
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Case 9:17-cv-80495-KAM Document 239 Entered on FLSD Docket 01/23/2019 Page 3 of 3