

**ORIGINAL**

**IN THE SUPERIOR COURT OF CHEROKEE COUNTY  
STATE OF GEORGIA**

VITO J. FENELLO, JR., Pro Se  
and BEVERLY H. FENELLO, Pro Se

Plaintiffs,

v.

SHUPING, MORSE & ROSS, LLP; and  
BANK OF AMERICA, N.A.; and THE  
BANK OF NEW YORK MELLON (as  
Trustee for CWALT, INC.)

Defendants.

**CIVIL ACTION**

**FILE NO.**

11CV2713EM

FILED IN OFFICE  
CLERK OF SUPERIOR COURT  
CHEROKEE COUNTY, GA  
2011 OCT 21 PM 2:17  
PATY BAKER, CLERK

**LIST OF EXHIBITS**

1. Notice of Payment Due sent by Shuping, Morse and Ross on April 5, 2011
2. Demand for Proof of Standing sent by Plaintiffs on April 25, 2011
3. Notice of Pending Foreclosure sent by Shuping, Morse and Ross on April 25, 2011
4. Notice of Foreclosure sent by Shuping, Morse and Ross on May 5, 2011
5. Notice of Foreclosure Withdrawn sent by Shuping, Morse and Ross on June 6, 2011
6. Special Forbearance Agreement sent by Bank of America on June 13, 2011
7. Notice of Change of Loan Servicing sent by Bank of America on July 7, 2011
8. Demand for Proof of Standing sent by Plaintiffs on July 27, 2011
9. Notice of Pending Foreclosure sent by Shuping, Morse and Ross on September 8,  
2011
10. Demand for Proof of Standing sent by Plaintiffs on September 14, 2011

11. Response to Demand for Proof of Standing sent by Shuping, Morse and Ross on September 19, 2011
12. Payoff Demand Statement by Bank of America date September 16, 2011
13. Original Note with Pulte Mortgage, LLC dated January 30, 2007
14. Repeat Demand for Proof of Standing sent by Plaintiffs on September 26, 2011
15. Notice of Foreclosure sent by Shuping, Morse and Ross on September 29, 2011
16. Letter to State Attorney General sent by Plaintiffs on October 3, 2011
17. Assignment of Security Deed dated April 13, 2011
18. Incomplete Foreclosure Closing Disclosure dated January 30, 2007
19. Representative "non-response" from Bank of America dated August 4, 2011
20. Notice of Dedicated Customer Relationship Manager sent by Bank of America dated September 8, 2011

**SHUPING, MORSE & ROSS, LLP**  
**ATTORNEYS AT LAW**  
6259 Riverdale Road, Suite 100  
Riverdale, Georgia 30274

S. Andrew Shuping, Jr.  
Carlton H. Morse, Jr.  
Russell T. Ross  
Elyssa C. Levere  
Kevin F. Duda

Telephone 770/991-0000  
Closing Telecopier 770/997-0240  
Foreclosure Telecopier 770/994-7908  
web address: <http://www.smr-law.com>

April 5, 2011

Beverly H. Fenello  
Vito J. Fenello  
289 Balaban Circle  
Woodstock, GA 30188.

Re: BAC Home Loans Servicing, LP as servicer for The Bank of New York Mellon FKA  
The Bank of New York as trustee for the certificateholders of CWALT, INC.,  
Alternative Loan Trust 2007-5CB, Mortgage Pass-Through Certificates, Series 2007-  
5CB  
Loan No. 147963149

Dear Mr. and Mrs. Fenello:

This firm and the undersigned represent BAC Home Loans Servicing, LP as servicer for The Bank of New York Mellon FKA The Bank of New York as trustee for the certificateholders of CWALT, INC., Alternative Loan Trust 2007-5CB, Mortgage Pass-Through Certificates, Series 2007-5CB with regard to the referenced indebtedness. As of the date of this letter, your loan has a principal balance of \$179,488.21. Because of interest, late charges and other charges that may vary from day to day, the amount due on a date in the future may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information please contact the undersigned in writing. The name of the creditor to whom the debt is owed is The Bank of New York Mellon FKA The Bank of New York as trustee for the certificateholders of CWALT, INC., Alternative Loan Trust 2007-5CB, Mortgage Pass-Through Certificates, Series 2007-5CB.

Unless you notify us within 30 days from the date of your receipt of this notice that you dispute the validity of this debt or any portion thereof, we will assume the debt is valid. If you notify us in writing that you dispute the debt or any portion thereof listed in this notice within the 30 day period, we will obtain verification of the debt or obtain a copy of any judgement and mail you a copy of such verification or judgement. If you submit a written request to us within the 30 day period, we will provide you with the name and address of the original creditor if it is different from that of the current creditor. It is anticipated that foreclosure proceedings will be forthcoming.

Very truly yours,

SHUPING, MORSE & ROSS, LLP

*S. Andrew Shuping, Jr.*

S. Andrew Shuping, Jr.

/pcb

cc: BAC Home Loans Servicing, LP as servicer

**THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT.**

**ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

Vito Fenello  
289 Balaban Circle  
Woodstock, GA 30188  
770-516-6922

April 25, 2011

Shuping, Morse & Ross, LLP  
ATTN: S. Andrew Shuping, Jr.  
6259 Riverdale Road, Suite 100  
Riverdale, GA 30274

Sent via facsimile and certified mail 7009 0080 0001 1170 3445

Dear Mr. Shuping:

We are in receipt of your letter dated April 5<sup>th</sup>, 2011 regarding the status of an outstanding debt that you are pursuing on behalf of CWALT, Inc., Alternative Loan Trust 2007-5CB, Mortgage Pass-Through Certificates, Series 2007-5CB, Loan No. 147963149.

According to our records, Loan No. 147963149 was issued by Pulte Mortgage, was initially serviced by Countrywide, and subsequently serviced by Bank of America. However, we have no record of any change of ownership of the underlying debt obligation.

Before continuing, we hereby request that you provide written documentation that CWALT, Inc. is indeed the current beneficiary, that it is indeed the Holder in Due Course, and that it has Standing to pursue collections and/or foreclosure in this matter.

Given the amount of reported fraud that has occurred in the transfer of these documents and subsequent foreclosure proceedings, we will require a complete accounting of each and every change of beneficiary to ensure that its Holder in Due Course status remains intact.

Thank you in advance for your prompt attention to this matter.

Sincerely,



Vito Fenello

**ATTORNEYS AT LAW**  
**6259 Riverdale Road, Suite 100**  
**Riverdale, Georgia 30274**

S. Andrew Shuping, Jr.  
Carlton H. Morse, Jr.  
Russell T. Ross  
Elyssa C. Levere  
Kevin F. Duda

Telephone 770/991-0000  
Closing Telecopier 770/997-0240  
Foreclosure Telecopier 770/994-7908  
web address: <http://www.smr-law.com>

April 25, 2011

Beverly H. Fenello  
Vito J. Fenello  
289 Balaban Circle  
Woodstock, GA 30188

Re: BAC Home Loans Servicing, LP as servicer for The Bank of New York Mellon FKA The Bank of New York as trustee for the certificateholders of CWALT, INC., Alternative Loan Trust 2007-5CB, Mortgage Pass-Through Certificates, Series 2007-5CB  
289 Balaban Circle, Woodstock, GA 30188  
Loan No. 147963149

Dear Mr. and Mrs. Fenello:

This firm represents BAC Home Loans Servicing, LP as servicer for The Bank of New York Mellon FKA The Bank of New York as trustee for the certificateholders of CWALT, INC., Alternative Loan Trust 2007-5CB, Mortgage Pass-Through Certificates, Series 2007-5CB, which is the holder of the Promissory Note and Deed to Secure Debt executed with regard to the above-referenced property. By virtue of non-payment of the installments due under the Promissory Note, the Promissory Note and Deed to Secure Debt are now in default.

The Promissory Note and Deed to Secure Debt also provide for the payment of attorney's fees in the event that the indebtedness evidenced by the Promissory Note is collected by law or through an attorney at law. Pursuant to the provisions of the Official Code of Georgia Annotated Section 13-1-11 (Michie 1982), you have 10 days from the date of your receipt of this notice to pay the entire principal balance and accrued interest due on the Promissory Note without attorney's fees. In the event that you desire to avoid the payment of attorney's fees as provided, please forward cash, cashier's or certified check for the total amount due to Shuping, Morse & Ross, LLP as attorneys for BAC Home Loans Servicing, LP as servicer for The Bank of New York Mellon FKA The Bank of New York as trustee for the certificateholders of CWALT, INC., Alternative Loan Trust 2007-5CB, Mortgage Pass-Through Certificates, Series 2007-5CB within the time period specified above.

This letter is to advise you that foreclosure proceedings are being instituted in the manner provided in the Promissory Note and Deed to Secure Debt for the purpose of selling the subject property to pay the principal balance due on the Promissory Note together with accrued interest, attorney's fees (if applicable), and costs and expenses of sale.

Very truly yours,  
SHUPING, MORSE & ROSS, LLP

  
S. Andrew Shuping, Jr.

/pcb

cc: BAC Home Loans Servicing, LP as servicer

**THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT.**  
**ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

Exhibit 4

SHUPING, MORSE & ROSS, L.L.P.

ATTORNEYS AT LAW  
6259 Riverdale Road, Suite 100  
Riverdale, Georgia 30274

S. Andrew Shuping, Jr.  
Carlton H. Morse, Jr.  
Russell T. Ross  
Elyssa C. Levere  
Kevin F. Duda

Telephone 770/991-0000  
Closing Telecopier 770/997-0240  
Foreclosure Telecopier 770/994-7908

May 5, 2011

*Via Certified Mail  
and Regular Mail*

Beverly H. Fenello  
Vito J. Fenello, Jr.  
289 Balaban Circle  
Woodstock, GA 30188

Re: BAC Home Loans Servicing, LP  
289 Balaban Circle, Woodstock, GA 30188  
Loan No. 147963149

Dear Mr. and Mrs. Fenello:

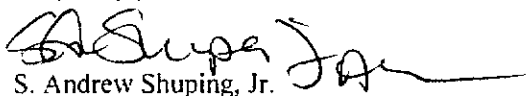
This firm represents BAC Home Loans Servicing, LP as servicer for The Bank of New York Mellon FKA The Bank of New York as trustee for the certificateholders of CWALT, INC., Alternative Loan Trust 2007-5CB, Mortgage Pass-Through Certificates, Series 2007-5CB, which is the holder of the Promissory Note and Deed to Secure Debt executed with regard to the above-referenced property. By virtue of non-payment of the installments due under the Promissory Note, the Promissory Note and Deed to Secure Debt are now in default.

This letter is to advise you that pursuant to the terms of the aforesaid Promissory Note and Deed to Secure Debt, the entire principal balance due on the Promissory Note (the principal balance being \$179,488.21) together with all accrued interest thereon at the rate specified in the Promissory Note, has been and is hereby accelerated and declared due and payable in full, and demand is hereby made for payment thereof.

The Promissory Note and Deed to Secure Debt also provide for the payment of attorney's fees in the event that the indebtedness evidenced by the Promissory Note is collected by law or through an attorney at law. Pursuant to the provisions of the Official Code of Georgia Annotated Section 13-1-11 (Michie 1982), you have 10 days from the date of your receipt of this notice to pay the entire principal balance and accrued interest due on the Promissory Note without attorney's fees. In the event that you desire to avoid the payment of attorney's fees as provided, please forward cash, cashier's or certified check for the total amount due to Shuping, Morse & Ross, LLP as attorneys for BAC Home Loans Servicing, LP as servicer for The Bank of New York Mellon FKA The Bank of New York as trustee for the certificateholders of CWALT, INC., Alternative Loan Trust 2007-5CB, Mortgage Pass-Through Certificates, Series 2007-5CB within the time period specified above.

This letter is to advise you that foreclosure proceedings are being instituted in the manner provided in the Promissory Note and Deed to Secure Debt for the purpose of selling the subject property to pay the principal balance due on the Promissory Note together with accrued interest, attorney's fees (if applicable), and costs and expenses of sale.

Very truly yours,

  
S. Andrew Shuping, Jr.

Enclosures

/asm

cc: BAC Home Loans Servicing, LP

THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT.

**SHUPING, MORSE & ROSS, LLP**  
**ATTORNEYS AT LAW**  
6259 Riverdale Road, Suite 100  
Riverdale, Georgia 30274-1698

*S. Andrew Shuping, Jr.*  
*Carlton H. Morse, Jr.*  
*Russell T. Ross*  
*Elyssa Levere*  
*Kevin F. Duda*

TELEPHONE 770/991-0000  
TELECOPIER 770/997-0240  
FORECLOSURE TELECOPIER 770/994-7908

June 6, 2011

Confidentiality Notice: The information contained in and transmitted with this communication is strictly confidential, is intended only for the use of the intended recipient, and is the property of Shuping, Morse & Ross, LLP or its affiliates and subsidiaries. If you are not the intended recipient, you are hereby notified that any use of the information contained in or transmitted with the communication or dissemination, distribution, or copying of this communication is strictly prohibited by law. If you have received this communication in error, please immediately return this communication to the sender and delete the original message and any copy of it in your possession.

VIA FACSIMILE 866-409-5932

Beverly H. Fenello  
Vito J. Fenello  
289 Balaban Circle  
Woodstock, GA 30188

Re: BAC Home Loans Servicing, LP  
289 Balaban Circle, Woodstock, GA 30188  
Loan No. 147963149

Dear Mr. and Mrs. Fenello:

Please be advised that our client has instructed us to withdraw the referenced property from the foreclosure sale scheduled for June 7, 2011.

Sincerely,

SHUPING, MORSE & ROSS, LLP

*S. Andrew Shuping, Jr.*

S. Andrew Shuping, Jr.

/asm

Bank of America

Home Loans

P. O. Box 10221  
Van Nuys, CA 91410-0221

0000166-0001745 LSTRP 001 867123

|||||

BEVERLY H JR & VITO J FENELLO JR  
289 BALABAN CIR  
WOODSTOCK, GA 30188-5151

Notice Date: June 13, 2011

Account No.: 147963149

Property Address:  
289 Balaban Cir  
Woodstock, GA 30188

#### IMPORTANT MESSAGE ABOUT YOUR LOAN

This letter is an agreement ("Agreement") that sets forth the terms and conditions upon which you and BAC Home Loans Servicing, LP have agreed that you will repay the Past Due Amount owed to BAC Home Loans Servicing, LP under the above-referenced loan (the "Loan").

#### WHAT YOU SHOULD DO

##### Repayment of Past Due Amount:

The attached Total Amount Past Due Schedule shows the total amount (the "Past Due Amount") you must pay to BAC Home Loans Servicing, LP in order to cure your delinquency, as of June 13, 2011. The Past Due Amount includes your delinquent payments, remaining unpaid portion of reduced payments, accrued late charges, and fees and costs accrued by BAC Home Loans Servicing, LP as a result of your default or any bankruptcy filing. We have agreed that you will repay the Past Due Amount over a period of several months by making the installment payments shown on the Schedule. Each scheduled monthly payment includes your ongoing monthly payment obligation, and a portion of the Past Due Amount. During the period of the Special Forbearance Agreement additional late charges will not be assessed to the loan. Once your Loan is brought current, late charges will be assessed against you only if your account again becomes delinquent. Failure to adhere to the terms and conditions of the Special Forbearance Agreement could result in additional late charges.

##### Voluntary Lump Sum Payment:

You have agreed voluntarily to pay the lump sum amount of \$19,910.00 to BAC Home Loans Servicing, LP by June 13, 2011, which will be applied by BAC Home Loans Servicing, LP to past due principal, interest and escrow payments due for the months of April to June. Any funds received in excess of this lump sum amount will be applied to a suspense account until there is a sufficient balance to post an entire monthly installment. Upon application of this lump sum amount to your loan, your loan will be due for the months of April 2010 to June 2011, and the new Total Past Due Amount will be \$.05. Although payment of this lump sum amount is entirely voluntary on your part, should BAC Home Loans Servicing, LP not receive this lump sum payment from you on or before June 13, 2011, this Agreement, including the Special Forbearance Payment Terms described below, shall become null and void and shall have no further force or effect except as otherwise specifically provided herein. In such event, you should contact our office to discuss what other options may be available to you at that point.

##### Increased Monthly Payments:


Beginning on the 1st day of July, 2011, it is agreed that you shall add an additional sum of \$1,594.05 to your regular payments of \$1,228.69 for a total of \$2,822.74 for a period of 3 month(s), with a final payment due the 1st day of September, 2011 in the amount of \$2,822.74.

##### Completion of Terms:

You will resume the regular monthly payments required under your note and security instrument upon payment in full of your Past Due Amount. The debt, if not sooner paid, shall be due and payable on the 1st day of October, 2011.

##### Changes to the Payment Amount:

The amounts provided in the Schedule are subject to change by BAC Home Loans Servicing, LP, as BAC Home Loans Servicing, LP may determine that additional amounts are due. For example, your scheduled payments may increase in the event that your regular monthly payment of escrow, principal or interest increases, as with an adjustable rate mortgage, or upon the re-analysis of your escrow account. If at the completion of the repayment schedule there is an additional amount due, this amount will be deemed due in full unless further arrangements are agreed to between the Borrower(s) and Servicer.

 Bank of America, N.A. Member FDIC. Bank of America, N.A. and BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A. are Equal Housing Lenders. © 2011 Bank of America Corporation. Trademarks are the property of Bank of America Corporation. All rights reserved. Some products may not be available in all states. This is not a commitment to lend. Restrictions apply.

This communication is from BAC Home Loans Servicing, LP, the Bank of America company that services your home loan.

Please write your account number on all checks and correspondence.

LMPAGR3 8672/0360 00/00/2008



**Foreclosure/Bankruptcy Actions - What May Happen:**

- If foreclosure action relating to your Loan has commenced, it will not be canceled, but it will be postponed by BAC Home Loans Servicing, LP, unless expressly prohibited by law, provided there is no default by you under this Agreement. You, in turn, hereby consent and agree to each such postponement.
- If you fail to comply with each and all of the terms and conditions herein, BAC Home Loans Servicing, LP, at its option, may terminate this Agreement **WITHOUT FURTHER NOTICE TO YOU** and, except as otherwise provided herein, it shall be of no further force and effect.
- In such case, all amounts that are owing under your Loan shall become immediately due and payable, subject to the terms of your loan documents, and BAC Home Loans Servicing, LP shall commence or continue, as the case may be, foreclosure proceedings, or take such other action as is permitted by law.
- If we previously notified you that your Loan is (or will be) accelerated and/or due in full, it remains accelerated and/or due in full, although you may be entitled by law to cure your default by bringing your Loan current rather than paying it off. BAC Home Loans Servicing, LP's acceptance of any payments from you which, individually, are less than the total amount due to cure your default shall in no way prevent BAC Home Loans Servicing, LP from continuing with foreclosure action, or require BAC Home Loans Servicing, LP to re-notify you of your default, re-accelerate your loan, reissue any notice or recommence any process prior to BAC Home Loans Servicing, LP proceeding with foreclosure action.
- If, before all Past Due Amounts are paid, you or any party with an interest in the real property which secures your Loan become subject to a proceeding in bankruptcy, or if your Loan otherwise is subject to protection under bankruptcy laws, you hereby understand and accept that all or parts of this **Special Forbearance Agreement** may become invalid.

**Payments:**

The payments you send to BAC Home Loans Servicing, LP pursuant to this Agreement shall be applied, at BAC Home Loans Servicing, LP's option, first to the oldest payments due. Any amounts received by BAC Home Loans Servicing, LP which are less than the full payment then due and owing under this Agreement shall be, at BAC Home Loans Servicing, LP's option, (1) returned to you, or (2) held by BAC Home Loans Servicing, LP in a partial payment balance until a sufficient sum is received by BAC Home Loans Servicing, LP to apply a full payment. If this Agreement is canceled and/or terminated for any reason, any remaining funds in this partial payment balance shall be credited towards your remaining obligation owing in connection with the Loan and shall not be refunded. All payments made by you to BAC Home Loans Servicing, LP under this Agreement shall be payable by means of a **cashier's check, Western Union, money order or certified check**. Additionally, BAC Home Loans Servicing, LP must receive each payment on or before the agreed upon dates which are listed on the Schedule or Amended Schedule, if any.

If you are using BAC Home Loans Servicing, LP's automatic payment service, **Pay Plan**, you must terminate that service and issue all payments due directly to BAC Home Loans Servicing, LP until your account is brought current, at which time you may request that the **Pay Plan** service resume. Payments will not be considered made until BAC Home Loans Servicing, LP has received final credit for such payment. We may charge you a fee for any payment returned or rejected by your financial institution, subject to applicable law. All payments under this Agreement shall be remitted to the following address:

**BAC Home Loans Servicing, LP**  
Attention: Workout Department, Mail Stop TX2-973-04-02  
7105 Corporate Drive  
Plano, TX 75024-4100

**Credit Reporting:** The status of your Loan will be reported monthly to all respective credit reporting agencies for the duration of this Agreement and thereafter. Accordingly, for the duration of this Agreement and thereafter, BAC Home Loans Servicing, LP will report your Loan as delinquent if your Loan is not completely current under your Loan documents, even if you make timely payments to BAC Home Loans Servicing, LP in accordance with this agreement. This Agreement does not constitute an agreement by BAC Home Loans Servicing, LP to waive any reporting of the delinquency status of your Loan payments. BAC Home Loans Servicing, LP specifically reserves any rights it may have relating to your Loan, including any rights it may have under your note and security instrument.

**Property Taxes, Other Amounts You Agreed to Pay in Your Loan Documents, and Insurance:**

If BAC Home Loans Servicing, LP does not maintain an impound account with respect to your Loan, it is your responsibility to pay all property taxes, other amounts you agreed to pay, and premiums for insurance by their due date, as required in your Loan documents. If BAC Home Loans Servicing, LP does maintain an impound account with respect to your Loan, you agree to forward to BAC Home Loans Servicing, LP the amounts required to permit the impound account to contain a sufficient balance that payments for property taxes and insurance may be made on time. The failure to pay property taxes, other amounts, or insurance before their due date, if there is no impound account, or to forward to BAC Home Loans Servicing, LP sufficient funds so that such payment may be made from your impound account, shall constitute an event of default, and, at BAC Home Loans Servicing, LP's option, this Agreement shall terminate without further notice to you. If your normal mortgage payment includes a payment for any optional insurance coverages (life insurance, disability insurance, accidental death insurance, etc.) obtained by you through an affiliate insurance agency, please contact your insurance agency at 1-800-669-0105 for continued coverage information while this Agreement is in effect, as BAC Home Loans Servicing, LP will not be remitting any portion of any payment made under this Agreement to the insurance agency for any such insurance coverage.

**Waiver:**

Any forbearance by BAC Home Loans Servicing, LP in exercising any right or remedy under this Agreement or as otherwise afforded by applicable law shall not be a waiver or preclude the exercise of that or any other right or remedy. For example, if BAC Home Loans Servicing, LP decides to

accept a partial or untimely payment from you instead of returning such payment or terminating this Agreement as provided herein, BAC Home Loans Servicing, LP shall not be precluded from rejecting a subsequent partial or untimely payment, terminating this Agreement, and commencing or continuing, as the case may be, foreclosure proceedings or taking any other action permitted by law.

**Miscellaneous Provisions:**

The invalidity of any portion of this Agreement shall in no way affect the balance thereof. All parties to this Agreement represent that they have investigated the facts they deem necessary and are not relying upon any representations or acknowledgments, whether oral or in writing, of any other party hereto except as contained herein. This Agreement shall be governed by California law, without giving effect to principles of conflicts of law.

Again, if you fail to meet any of the terms or conditions of this Agreement, this Agreement, at BAC Home Loans Servicing, LP's option, shall terminate **WITHOUT FURTHER NOTICE TO YOU** and, in such case, all amounts owing under your Loan, including but not limited to, the Past Due Amount, will be immediately due and payable, and BAC Home Loans Servicing, LP shall commence or continue, as the case may be, foreclosure proceedings, or may take such other action as is permitted by law. Certainly, these are not actions BAC Home Loans Servicing, LP desires to take. Accordingly, BAC Home Loans Servicing, LP urges you to strictly abide by all the terms and conditions of this Agreement. If, for some reason, you cannot comply with this Agreement, please notify us immediately so that we can discuss whatever options may be available to you.

This offer expires and is withdrawn **WITHOUT FURTHER NOTICE TO YOU**, unless the Agreement is executed by each borrower and received by our office within 7 days from the date of this Agreement.

**MY/OUR SIGNATURE(S) BELOW ACKNOWLEDGE(S) THAT I/WE HAVE READ AND AGREE WITH THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.**

- 1) Total Amount Due Schedule
- 2) Application of Voluntary Funds Schedule
- 3) Special Forbearance Plan Agreement Payment Schedule

**I/WE AGREE TO ABIDE BY THE AGREEMENT AND SCHEDULES LISTED ABOVE. I/WE FURTHER AGREE THAT ANY MODIFICATIONS, AMENDMENTS OR CHANGES WHATSOEVER TO THIS AGREEMENT WILL INVALIDATE THIS AGREEMENT.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Beverly H Jr

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vito J Fenello Jr

Please sign, date and return one copy of the agreement in the enclosed envelope. Please keep one executed copy signed by BAC Home Loans Servicing, LP for your records.

**BAC Home Loans Servicing, LP**  
Attention: Workout Department, Mail Stop TX2-973-04-02  
7105 Corporate Drive  
Plano, TX 75024-4100

**This offer expires and is withdrawn unless the Agreement is executed by each borrower and received by our office within 7 days from the date of this Agreement.**

**THANK YOU FOR YOUR BUSINESS**

BAC Home Loans Servicing, LP appreciates all your efforts and cooperation in this matter. If you have any further questions, please contact Laura Mclelland, in the Workout Department, at 1-877-744-7691, extension 6161.

For information about BAC Home Loans Servicing, LP, please visit us online at [www.bankofamerica.com](http://www.bankofamerica.com).

**Total Amount Due Schedule**

Monthly payments due:

April 2010	-	June 2011	@	\$1,291.00	\$19,365.00	
						\$19,365.00

Late charges for past due payments:

April 2010	-	February 2011	@	\$49.55	\$545.05	
March 2011	-	June 2011	@	.00	.00	
						\$545.05

Late Charges  
for Payments  
Paid Late under  
the Plan:

\$ .00

Other charges:

Previous Late charges not included above:	\$ .00
Property Inspection/Preservation Fees:	.00
Foreclosure/Bankruptcy Costs & Fees:	.00
NSF Fees:	.00
Other Fees:	.00
Escrow Shortage:	.00
Less Partial Payment Balance:	(.00)

Total Past Due Amount: \$19,910.05

**Application of Voluntary Funds Schedule**

To be placed in Suspense/Partial Balance: \$19,910.00

**REMAINDER OF PAST DUE AMOUNT:** \$ .05

**\*\*PAYMENTS AND OR FEES ARE SUBJECT TO CHANGE\*\***

Your Plan payments will first be applied to repay all past due principal, interest, and escrow advances. Thereafter, Plan payments will be applied to foreclosure, miscellaneous costs, and late fees accrued prior to the execution of the Special Forbearance agreement.

**\*\*MORE INFORMATION MAY BE CONTAINED ON THE NEXT PAGE\*\***

**Special Forbearance Plan Agreement Payment Schedule**

<u>Date Due</u>	<u>To Be Applied to Fees &amp; Arrearage</u>	<u>Regular Monthly Payment</u>	<u>Monthly Plan Amount Due</u>
07/01/2011	\$1,594.05	\$1,228.69	\$2,822.74
08/01/2011	1,594.05	1,228.69	2,822.74
09/01/2011	1,594.05	1,228.69	2,822.74
Total Fees & Arrearage Paid:			\$4,782.15

Bank of America



Home Loans

P. O. Box 941633  
Simi Valley, CA 93094-1633

0081569 01 AT 0.362 \*\*AUTO 03 4446 30188-515189 -C01-P81650-1

BEVERLY H & VITO J FENELLO, JR  
289 BALABAN CIR  
WOODSTOCK GA 30188-5151



Account No.: 147963149



#### IMPORTANT MESSAGE ABOUT YOUR LOAN

Effective July 1, 2011, the servicing of home loans by our subsidiary—BAC Home Loans Servicing, LP, transfers to its parent company—Bank of America, N.A. Based upon our records as of July 7, 2011, the home loan account noted above is affected by this servicing transfer. The information contained in this communication does not change or affect any other communications you may have received or will receive regarding this servicing transfer.

#### IMPORTANT ADDITIONAL INFORMATION

Under the federal Fair Debt Collections Practices Act and certain state laws, Bank of America, N.A. is considered a debt collector. As a result, we are sending you the enclosed Fair Debt Collection Practices Act Notice containing important information about your loan and your rights under applicable federal and state law.

If an attorney represents you in connection with your Bank of America home loan, please provide your attorney a copy of this letter and the enclosed legal notice.

#### THANK YOU

We appreciate the opportunity to serve your home loan needs. If you have any questions or need assistance regarding this servicing transfer, please call us at 1.877.488.7812 between 8 a.m. and 9 p.m. Eastern, Monday through Friday.

Please Note: This letter is being sent to the address and borrower(s) listed above. If there are other borrowers on this account who receive mail at a different address than above, please share this information with them.

**Bank of America, N.A. is required by law to inform you that this communication is from a debt collector attempting to collect a debt, and any information obtained will be used for that purpose. Notwithstanding the foregoing, if you are currently in a bankruptcy proceeding or have received a discharge of the debt referenced above, this notice is for informational purposes only and is not an attempt to collect a debt. If you are represented by an attorney, please provide this notice to your attorney.**



Fair Debt Collections Practices Act and State Law Notice

The servicing of your home loan was transferred to Bank of America, N.A., effective July 1, 2011. Bank of America, N.A. is required by law to advise you of the following:

(1.) Under the federal Fair Debt Collections Practices Act and certain state laws, Bank of America, N.A. is considered a debt collector. Bank of America, N.A. must provide certain information to you in order to make sure you are informed when a communication is related to a debt. The purpose of this letter is therefore to provide you with information required by law, including the amount of the debt.

(2.) Debt Validation Notice:

- a) The amount of the debt: As of July 7, 2011, you owe \$198,432.72. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. We have also identified certain servicing-related fees that, while not yet found to be due, and therefore not charged to your loan or owed by you as of the date of this letter, are subject to review and may be determined to be due at a later date. The types of items subject to review include such services as property inspections, title reports, property preservation services, broker price opinions, appraisals, legal services, court costs, foreclosure trustee services, and others which may or may not have been performed in connection with your loan. To the extent we determine that any additional fees are due, we will send you another letter and you will have an opportunity to ask questions or dispute the additional fees. If we find no additional fees are due, we will still send you a letter telling you that as well. Therefore, if you pay the amount shown above, an adjustment may be necessary after we receive your payment, in which event we will inform you or your agent before accepting the payment for collection. For further information, write to the address provided below or call 1.877.488.7812 between 8 a.m. and 9 p.m. Eastern, Monday through Friday.
- b) The name of the creditor to whom the debt is owed: BANK OF NY (CWALT 2007-5CB) G1  
*Please note that unless Bank of America, N.A. is listed in 2(b) as the creditor of your loan, Bank of America, N.A. does not own your loan and only services your loan on behalf of your creditor, subject to the requirements and guidelines of your creditor.*
- c) Unless you, within thirty (30) days after receipt of this letter, dispute the validity of the debt or any portion of the debt, Bank of America, N.A. will assume the debt to be valid.
- d) If you notify Bank of America, N.A. in writing, at the address provided below within the thirty (30) day period, that the debt, or any portion thereof, is disputed, Bank of America, N.A. will obtain verification of the debt and mail it to you.
- e) Upon your written request within the thirty (30) day period, Bank of America, N.A. will provide you with the name and address of the original creditor if it is different from the current creditor.

Bank of America, N.A.  
Customer Service, CA6-919-01-41  
Attention: DVN  
P.O. Box 1140  
Simi Valley, CA 93062-1140

If you have any questions regarding this notification, please call Bank of America, N.A. Customer Service at 1.877.488.7812 between 8 a.m. and 9 p.m. Eastern; Monday through Friday.

SEE REVERSE SIDE

Bank of America, N.A. is required by law to inform you that this communication is from a debt collector attempting to collect a debt, and any information obtained will be used for that purpose. Notwithstanding the foregoing, if you are currently in a bankruptcy proceeding or have received a discharge of the home loan debt referenced above, this statement is being furnished for informational purposes only. It should not be construed as an attempt to collect against you personally. Bank of America, N.A. will take no steps to collect from you personally or against the property securing this loan while the bankruptcy's automatic stay remains in effect. In the future, you may receive a discharge in bankruptcy. Under those circumstances, by operation of law, Bank of America, N.A. will retain the ability to enforce its rights against the property securing this loan should there be a default under the terms of your loan documents. If you are represented by an attorney, please provide this notice to your attorney.

Notice to Colorado Residents: A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt. FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE [WWW.AGO.STATE.CO.US/CADC/CADMAIN.CFM](http://WWW.AGO.STATE.CO.US/CADC/CADMAIN.CFM)

Notice to California Residents: The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or [www.ftc.gov](http://www.ftc.gov).





*Exhibit*

*8*

Vito Fenello  
289 Balaban Circle  
Woodstock, GA 30188

Bank of America, N.A.  
Customer Service, CA6-919-01-41  
Attention: DVN  
P.O. Box 1140  
Simi Valley, CA 93062-1140

Date: July 27, 2011

RE: Account # 147963149

7009 0080 0001 1170 3414


To Whom It May Concern:

We are in receipt of your letter dated July 1<sup>st</sup>, 2011, notifying us that you are attempting to collect a debt owed to BANK of NY (CWALT 2007-5CB) G1, and giving us 30 days to dispute that debt. We hereby dispute the validity of that debt, as we have no record of any debt owed to this creditor.

If it turns out that this creditor does indeed have standing to pursue this debt, we will require proof of their status. Please forward at your earliest convenience any and all documentation that shows that BANK of NY is the legal holder in due course, along with proof of each and every transfer in the chain of assignments that resulted in BANK of NY attaining this status.

Thank you in advance for your prompt attention to this matter.

Sincerely,



Vito J. Fenello, Jr.  
[jfenello@gmail.com](mailto:jfenello@gmail.com)  
770-516-6922

Exhibit 7

**SHUPING, MORSE & ROSS, LLP**  
ATTORNEYS AT LAW  
6259 Riverdale Road, Suite 100  
Riverdale, Georgia 30274

S. Andrew Shuping, Jr.  
Carlton H. Morse, Jr.  
Russell T. Ross  
Elyssa C. Levere  
Kevin F. Duda

Telephone 770/991-0000  
Closing Telecopier 770/997-0240  
Foreclosure Telecopier 770/994-7908  
web address: <http://www.smr-law.com>

September 8, 2011

Beverly H. Fenello  
Vito J. Fenello a/k/a Vito J. Fenello, Jr.  
289 Balaban Circle  
Woodstock, GA 30188

Re: NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT  
Bank of America, N.A. as servicer for The Bank of New York Mellon FKA The Bank of  
New York as trustee for the certificateholders of CWALT, INC., Alternative Loan Trust  
2007-5CB, Mortgage Pass-Through Certificates, Series 2007-5CB  
Loan No. 147963149

Dear Mr. and Mrs. Fenello:

**In the event that you are presently in a bankruptcy case or have received a discharge in bankruptcy with respect to the indebtedness that is the subject of this letter, anything herein or in any correspondence from this office to the contrary notwithstanding, no personal liability is sought to be imposed upon you and our actions would be limited to foreclosure of any deed to secure debt securing the indebtedness described herein.**

This firm and the undersigned represent Bank of America, N.A. as servicer for The Bank of New York Mellon FKA The Bank of New York as trustee for the certificateholders of CWALT, INC., Alternative Loan Trust 2007-5CB, Mortgage Pass-Through Certificates, Series 2007-5CB with regard to the referenced indebtedness. As of the date of this letter, your loan has a principal balance of \$179,488.21. Because of interest, late charges and other charges that may vary from day to day, the amount due on a date in the future may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information please contact the undersigned in writing. The name of the creditor to whom the debt is owed is The Bank of New York Mellon FKA The Bank of New York as trustee for the certificateholders of CWALT, INC., Alternative Loan Trust 2007-5CB, Mortgage Pass-Through Certificates, Series 2007-5CB.

Unless you notify us within 30 days from the date of your receipt of this notice that you dispute the validity of this debt or any portion thereof, we will assume the debt is valid. If you notify us in writing that you dispute the debt or any portion thereof listed in this notice within the 30 day period, we will obtain verification of the debt or obtain a copy of any judgement and mail you a copy of such verification or judgement. If you submit a written request to us within the 30 day period, we will provide you with the name and address of the original creditor if it is different from that of the current creditor. It is anticipated that foreclosure proceedings will be forthcoming.

Very truly yours,  
SHUPING, MORSE & ROSS, LLP  
*S. Andrew Shuping, Jr.*  
S. Andrew Shuping, Jr.

/cc  
cc: Bank of America, N.A. as servicer

**THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT.  
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

Vito Fenello  
289 Balaban Circle  
Woodstock, GA 30188  
[Jay@BizPlacements.com](mailto:Jay@BizPlacements.com)  
770-516-6922

September 14, 2011

Shuping, Morse & Ross, LLP  
ATTN: S. Andrew Shuping, Jr.  
6259 Riverdale Road, Suite 100  
Riverdale, GA 30274

Sent via facsimile and certified mail

7009 0080 0001 1170 3407

Dear Mr. Shuping:

We are in receipt of your letter dated September 8<sup>th</sup>, 2011 regarding the status of an outstanding debt that you are pursuing on behalf of CWALT, Inc., Alternative Loan Trust 2007-5CB, Mortgage Pass-Through Certificates, Series 2007-5CB, Loan No. 147963149.

We have no record of any debt owed to the creditor claimed above.

Before continuing, we hereby demand that you provide written documentation that CWALT, Inc. is indeed the current creditor/beneficiary, that it is indeed the Holder in Due Course, and that it has Standing to pursue collections and/or foreclosure in this matter.

Given the amount of reported fraud that has occurred in the transfer of these documents and subsequent foreclosure proceedings, we will require a complete accounting of each and every change of creditor/beneficiary to ensure that its Holder in Due Course status remains intact.

Thank you in advance for your prompt attention to this matter.

Sincerely,



Vito Fenello

**SHUPING, MORSE & ROSS, LLP**  
**ATTORNEYS AT LAW**  
6259 Riverdale Road, Suite 100  
Riverdale, Georgia 30274

S. Andrew Shuping, Jr.  
Carlton H. Morse, Jr.  
Russell T. Ross  
Elyssa C. Levere  
Kevin F. Duda

Telephone 770/991-0000  
Closing Telecopier 770/997-0240  
Foreclosure Telecopier 770/994-7908  
web address: <http://www.smr-law.com>

September 19, 2011

***Via Certified Mail  
and Regular Mail***

Beverly H. Fenello  
Vito J. Fenello, Jr.  
289 Balaban Circle  
Woodstock, GA 30188

RE: Bank of America, N.A. as servicer for The Bank of New York Mellon  
FKA The Bank of New York as trustee for the certificateholders of CWALT, INC.,  
Alternative Loan Trust 2007-5CB, Mortgage Pass-Through Certificates, Series 2007-5CB  
289 Balaban Circle, Woodstock, GA 30188  
Loan No. 147963149

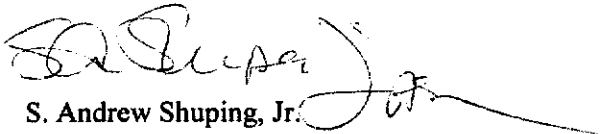
Dear Mr. and Mrs. Fenello:

**In the event that you are presently in a bankruptcy case or have received a discharge in bankruptcy with respect to the indebtedness that is the subject of this letter, anything herein or in any correspondence from this office to the contrary notwithstanding, no personal liability is sought to be imposed upon you and our actions would be limited to foreclosure of any deed to secure debt securing the indebtedness described herein.**

This letter is for the purpose of verifying your indebtedness in response to your letter dated September 14, 2011. We are enclosing with this letter a copy of the Promissory Note executed by you representing your obligation to pay the indebtedness. We are also including a copy of the payoff statement reflecting the total amount due on the indebtedness as of the date specified therein.

The original lender shown on your Security Deed dated January 30, 2007 and recorded in Deed Book 9379, Page 468, Cherokee County, Georgia records was Pulte Mortgage LLC, whose address was 7475 South Joliet Street, Englewood, CO 80112. If you have any concerns or questions, please do not hesitate to contact me.

Very Truly Yours,

  
S. Andrew Shuping, Jr.

/asm  
Encl. Promissory Note  
Payoff Statement

**THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT.  
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

Exhibit 12

Bank of America

Home Loans

Payoff Department, Mail Stop NC4-105-01-40  
4181 Piedmont Pkwy  
Greensboro, NC 27410-8110

## PAYOFF DEMAND STATEMENT

**Statement Void After  
September 30, 2011**

Statement Date  
September 16, 2011

Bank of America, N.A.  
Loan No.: 147963149

Name & Property Address:  
Beverly H & Vito J Fenello, Jr  
289 Balaban Cir  
Woodstock, GA 30188

Escrow # 000000325356631  
Faxed to: 1-770-994-7908

**This loan is in Foreclosure.**

The expiration of this demand is the sooner of the above Void After date or the foreclosure sale date.

(G-UINSFJBI)

<b>PAYOFF</b>	Principal Balance as of 03/01/2010	\$179,488.21
<b>CALCULATION</b>	Interest from 03/01/2010 to 09/30/2011	18,781.36
	County Recording Fee	12.00
	Uncollected Late Charges	545.05
	Fees Due	1,224.68
	Escrow Balance Due	2,151.04
	<b>Total Amount Required to Release Lien (As of September 30, 2011)</b>	<b>\$202,202.34</b>
	Expedited Payoff Service Fee	30.00
	<b>Total Amount Due</b>	<b>\$202,232.34</b>

AMENDED DEMAND STATEMENTS ARE SENT AUTOMATICALLY IF THE TOTAL AMOUNT DUE INCREASES BEFORE SEPTEMBER 30, 2011.

To provide you with the convenience of an extended "Statement Void After" date, the Total Amount Due may include estimated fees, costs, additional payments and/or escrow disbursements that will become due prior to the "Statement Void After" date, but which are not yet due as of the date this Payoff Statement is issued. You will receive a refund if you pay the Total Amount Due and those anticipated fees, expenses, or payments have not been incurred.

**INTEREST CALCULATIONS**

For all full month payment periods, interest is calculated on a monthly basis. Accordingly, interest for all full months, including February, is calculated as 30/360 of annual interest, irrespective of the actual number of days in the month. For partial months, interest is calculated daily on the basis of a 365 day year.

Adjustable rate mortgage loans may have more than one interest rate in effect during the period in which this demand statement applies. Amended demand statements are sent automatically if the total amount due increases before September 30, 2011.

Daily Interest <sup>1</sup>	From	To	Interest rate
32.5783	09/01/2011	09/30/2011	6.6250

<sup>1</sup>Daily Interest = Principal Balance x Interest Rate ÷ 365

**PAYOFF INSTRUCTIONS**

Payoff funds must be made payable to Bank of America, N.A. and will be accepted by WIRE or CERTIFIED FUNDS ONLY. They MUST reference the Bank of America, N.A. loan number, property address and borrower's name in the OSI (Originator Beneficiary Information) field of the wire transfer or on the face of the check and must be sent per the instructions below. Failure to do so may cause delays resulting in additional interest due or the return of the funds to the remitter. Funds received after 4:00 p.m. Eastern Time may be posted the following business day.

Wire Funds to:  
Beneficiary Bank: Bank of America  
ABA Routing #: 0260-0958-3  
Beneficiary Acct Name: MRC  
MRC Account #:12356-19173  
Reference: Beverly H & Vito J Fenello, Jr  
Loan Number: 147963149

Mail CERTIFIED Funds to:  
Bank of America, N.A.  
Attention: Payoff Department, Mail Stop NC4-105-01-40  
4181 Piedmont Pkwy  
Greensboro, NC 27410-8110

**PLEASE DO NOT SEND CERTIFIED FUNDS TO THE WIRE FUNDS INSTRUCTIONS ABOVE AS CERTIFIED FUNDS MUST BE PROCESSED IN OUR PAYOFF DEPARTMENT.**

This communication is from Bank of America, N.A., the servicer of your home loan.

Please call 1-800-885-8833 for updated payoff information within 24 hours of submitting funds.

For Internal Use Only: 9

See following page for important information.

S310L1 1194 03/30/2010

Exhibit

Bank of America, N.A.  
Loan No: 147963149

Statement Date:  
September 16, 2011

Statement Void After:  
September 30, 2011

The following escrow items may be disbursed prior to our receipt of payoff funds:

ESCROW ACCOUNT INFORMATION	Escrow Item	Last Pmt Date	Last Pmt Amt	Next Due Date
	City Tax	12/13/2010	495.50	11/01/2011
	County Tax	11/19/2010	1,551.43	11/01/2011
	Hzd:State Farm Ins Group	01/20/2011	806.00	01/30/2012

#### IMPORTANT INSTRUCTIONS ON PAYMENT OF SHORTAGE

If the payoff amount actually received by Bank of America, N.A. to pay off your loan is insufficient to pay the amount due as described in this statement, we may treat your payment as an instruction to deduct the shortage from any refund you would receive of monies from your escrow account. We will not do this, however, if (i) the shortage is greater than \$2,000.00, or (ii) you have instructed us not to do so. You may contact our Customer Service Department for this purpose at 1-800-669-6607.

#### AUTOMATIC PAYOFF UPDATES

Bank of America, N.A. provides free estimated payoff information through an automated telephone system at 1-800-669-5833, if all payoff figures are available. You have elected to purchase Bank of America, N.A.'s written expedited payoff service, for a charge of \$30.00, which includes free automatic updates through the expiration of the demand. The payment of this fee is NOT a condition for the release or reconveyance of the Security Instrument. If you request further written payoffs, they will be subject to an additional charge of \$30.00 per statement, if allowed by applicable law.

#### PAYOFF OVERAGES

If Bank of America, N.A. receives funds greater than the amount required to pay off your loan, we will automatically process the overage within 14 days after payoff and return the excess amount to you. If an address change is being submitted on behalf of the borrower, the form MUST be signed by the borrower for the address change to take effect.

#### BANKRUPTCY DISCHARGE

If you have received a discharge of this debt in a bankruptcy, you have no personal obligation to repay this debt. However, the lender may still foreclose on your property if the debt is not paid as required by the loan documents. This payoff statement is provided at your request and for your convenience. This is not an attempt to collect a debt that has been discharged, nor a demand for payment.

#### ADDITIONAL INFORMATION

The payoff amount indicated in this statement is subject to change for various reasons, including but not limited to the following:

- We may not have posted a recently submitted payment; (Please DO NOT place a stop payment on any check.)
- A fee may be assessed if a payment is returned unpaid by your financial institution for any reason;
- Additional or anticipated fees and costs may be incurred relating to collection, foreclosure, bankruptcy, or other defaults on your loan;
- Adjustments may be required to reflect disbursements made by, or payments owed to, your prior lender if the servicing of your loan was transferred to Bank of America, N.A.;
- Late charges may be assessed for delinquent payments received after: 10/16/2011;
- Funds may be deducted from your escrow account to pay taxes, insurance or other escrow items that become due.

Automated Payoff Request Line: 1-800-669-5833

Fax: 1-888-836-8714

Note: Si necesita la información incluida en la Demanda de Liquidación traducida al español, por favor comuníquese con nuestro Departamento de Servicio al Cliente al 1-800-669-6607.

Exhibit 13

**INTEREST ONLY FIXED RATE NOTE**January 30, 2007  
(Date)Roswell  
(City)Georgia  
(State)139 Balaban Cir  
Woodstock, GA 30188  
(Property Address)**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 181,362.08 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Fable Mortgage LLC. 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 6.625 %.

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 first day of each month beginning on March 1, 2007. 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 February 1, 2037, 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 7475 South Jelliet Street Englewood, CO 80112 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. \$ 1,061.22 for the first 120 months of this Note, and thereafter will be in the amount of U.S. \$ 1,365.98. The Note Holder will notify me prior to the date of change in monthly payment.

**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 or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

INTEREST ONLY Fixed Rate Note  
FB-3166 (0506)  
A-M26A (Rev. 03/06)

Page 1 of 3

Initialed 

Exh. 6, 7

13 b)

38-418872A

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: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) 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 15 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. 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 anyone of us may be required to pay all of the amounts owed under this Note.

INTEREST ONLY Fixed Rate Note  
FE-3146 (9/2006)  
P-3125B

Page 2 of 3

In Note:



18072A

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.

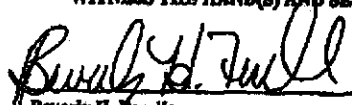
10. UNIFORM SECURED NOTE

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 premises 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.

 (Seal) \_\_\_\_\_ (Seal)  
Beverly H. Fanello - Borrower - Borrower

\_\_\_\_\_  
Vito J. Fanello, Jr. (Seal) - Borrower (Seal) - Borrower

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

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

(Sign Original Only)

INTEREST ONLY Fixed Rate Note  
PS-3166 (3/98)  
F-4226C

--	--	--

Exhibit 14

Vito Fenello  
289 Balaban Circle  
Woodstock, GA 30188  
[Jay@BizPlacements.com](mailto:Jay@BizPlacements.com)  
770-516-6922

September 26, 2011

Shuping, Morse & Ross, LLP  
ATTN: S. Andrew Shuping, Jr.  
6259 Riverdale Road, Suite 100  
Riverdale, GA 30274

Sent via facsimile and certified mail

7009 0080 0001 1170 3384

Re: DEMAND Letter sent 9/14/11 – Proof of Standing

Dear Mr. Shuping:

We are in receipt of your letter dated September 19<sup>th</sup>, 2011 purportedly verifying a debt owed to your client CWALT, Inc., Alternative Loan Trust 2007-5CB, Mortgage Pass-Through Certificates, Series 2007-5CB, Loan No. 147963149.

However, the documentation you provided appears to be completely unrelated to your client, and in no way satisfies our DEMAND for you to provide written documentation that CWALT, Inc. is indeed the current creditor/beneficiary, that it is indeed the Holder in Due Course, and that it has Standing to pursue collections and/or foreclosure in this matter.

May I remind you that your collection efforts are regulated by the Fair Debt Collection Practices Act, which prohibits false and misleading representations, and requires you to cease collection efforts until you are able to verify your client's claim:

**§ 807. False or misleading representations**

A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt.

**§ 809. Validation of debts**

(b) If the consumer notifies the debt collector in writing within the thirty-day period ... that the debt, or any portion thereof, is disputed ..., the debt collector shall cease collection of the debt ..., until the debt collector obtains verification of the debt.

Thank you in advance for your prompt attention to this matter, and please govern yourself accordingly.

Sincerely,



Vito Fenello

**ATTORNEYS AT LAW**  
**6259 Riverdale Road, Suite 100**  
**Riverdale, Georgia 30274**

S. Andrew Shuping, Jr.  
Carlton H. Morse, Jr.  
Russell T. Ross  
Elyssa C. Levere  
Kevin F. Duda

Telephone 770/991-0000  
Closing Telecopier 770/997-0240  
Foreclosure Telecopier 770/994-7908

September 29, 2011

*Via Certified Mail  
and Regular Mail*

Beverly H. Fenello  
Vito J. Fenello a/k/a Vito J. Fenello, Jr.  
289 Balaban Circle  
Woodstock, GA 30188

Re: Notice of Sale Under Power  
Bank of America, N.A. as servicer for The Bank of New York Mellon FKA The Bank of New York as trustee for the certificateholders of CWALT, INC., Alternative Loan Trust 2007-5CB, Mortgage Pass-Through Certificates, Series 2007-5CB  
289 Balaban Circle, Woodstock, GA 30188  
Loan No. 147963149

Dear Mr. and Mrs. Fenello:

In the event that you are presently in a bankruptcy case or have received a discharge in bankruptcy with respect to the indebtedness that is the subject of this letter, anything herein or in any correspondence from this office to the contrary notwithstanding, no personal liability is sought to be imposed upon you and our actions would be limited to foreclosure of any deed to secure debt securing the indebtedness described herein.

This firm represents Bank of America, N.A. as servicer for The Bank of New York Mellon FKA The Bank of New York as trustee for the certificateholders of CWALT, INC., Alternative Loan Trust 2007-5CB, Mortgage Pass-Through Certificates, Series 2007-5CB, which is the holder of the Promissory Note and Deed to Secure Debt executed with regard to the above-referenced property. By virtue of non-payment of the installments due under the Promissory Note, the Promissory Note and Deed to Secure Debt are now in default.

This letter is to advise you that pursuant to the terms of the aforesaid Promissory Note and Deed to Secure Debt, the entire principal balance due on the Promissory Note (the principal balance being \$179,488.21) together with all accrued interest thereon at the rate specified in the Promissory Note, has been and is hereby accelerated and declared due and payable in full, and demand is hereby made for payment thereof. The Promissory Note and Deed to Secure Debt also provide for the payment of attorney's fees in the event that the indebtedness evidenced by the Promissory Note is collected by law or through an attorney at law. Pursuant to the provisions of the Official Code of Georgia Annotated Section 13-1-11 (Michie 1982), you have 10 days from the date of your receipt of this notice to pay the entire principal balance and accrued interest due on the Promissory Note without attorney's fees. In the event that you desire to avoid the payment of attorney's fees as provided, please forward cash, cashier's or certified check for the total amount due to Shuping, Morse & Ross, LLP as attorneys for Bank of America, N.A. as servicer for The Bank of New York Mellon FKA The Bank of New York as trustee for the certificateholders of CWALT, INC., Alternative Loan Trust 2007-5CB, Mortgage Pass-Through Certificates, Series 2007-5CB within the time period specified above.

This letter is to advise you that foreclosure proceedings are being instituted in the manner provided in the Promissory Note and Deed to Secure Debt for the purpose of selling the subject property to pay the principal balance due on the Promissory Note together with accrued interest, attorney's fees (if applicable), and costs and expenses of sale.

Very truly yours,

*S. Andrew Shuping, Jr.*

S. Andrew Shuping, Jr.

Enclosures

/pcb

cc: Bank of America, N.A. as servicer

**THIS LAW FIRM IS ATTEMPTING TO COLLECT A DEBT.**  
**ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

Exhibit 16

Jay Fenello  
289 Balaban Circle  
Woodstock, GA 30188  
[Jay@BizPlacements.com](mailto:Jay@BizPlacements.com)  
Phone: 770-516-6922  
Fax: 866-409-5932

October 3, 2011

Sam Olenz, Georgia Attorney General  
Office of the Attorney General  
40 Capitol Square, SW  
Atlanta, GA 30334

Sent via facsimile and U.S. mail

Cc: Shuping, Morse & Ross, LLP  
Bank of America, N.A.  
Bloomberg Businessweek  
Atlanta Business Chronicle

Dear Mr. Attorney General:

Businessweek recently reported on the negotiations between the 50 state attorney generals and the banks responsible for filing over 150,000 fraudulent and falsified affidavits in connection with their illegal foreclosures on homeowners in this state and nationwide (aka the "robo-signing" scandal).

Specifically, the report indicated that the California Attorney General has recently joined with New York, Delaware and Massachusetts in rejecting the pending settlement. While Georgia was not mentioned, I am writing today to urge you to join with these four states, and protect the interests of the homeowners and citizens of our state.

I say this with direct experience of these events, and to notify you that these practices are continuing today. Our home is currently facing a foreclosure action by Bank of America on November 1, 2011, despite our best efforts to find a less disruptive solution that would benefit all parties, despite evidence that they are proceeding in direct violation of federal law (the Fair Debt Collection Practices Act), and despite evidence that they are using what appears to be another fraudulent and falsified assignment filed on our property on May 3, 2011 (long after the banks had agreed to cease and desist with these practices).

Mr. Attorney General, if I as a private homeowner knowingly filed a false document in an effort to cheat the banks out of their legal rights to property and process, I would be put in prison so fast your head would spin. I find it appalling that some are considering giving these banks a pass on their transgressions, with nothing more than a token fine and a slap on the wrist – especially when they continue to ignore the laws of this state and our nation.

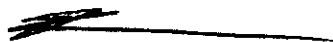
Exhibit

In closing, I'd like to remind you of your guiding principals as enumerated in your mission statement on your website:

- We are at all times trustees and servants of the people.
- We will be accessible and responsive to them and will foster public confidence in this department.
- Guided by the law, we will always strive to do what's right.
- We will give our legal advice based on the law, without influence of favor or politics.

Considering that the Great Recession and the resulting extreme financial distress experienced by Georgia's state and local taxing authorities, and the citizens and businesses of our state, are a direct result of the actions of these banks, please do what's right – hold these banks accountable for their actions, and force them to stop taking advantage of the homeowners in your state.

Sincerely,



Jay Fenello

P.S. For our part, my wife and I plan on fighting this foreclosure in the courts as self-represented parties (pro se litigants). Any action your office can take to ensure that Bank of America adheres to state and federal law, and to investigate any fraudulent filings, would be greatly appreciated.

Exhibit 17

Deed Book **11383** Pg. **276**  
 Filed and Recorded 5/3/2011 4:03:33 PM  
 28-2011-011666

Patty Baker  
 Clerk of Superior Court Cherokee City, GA

11-01918, Beverly H. Fenello

Return to:

Shapiro, Morris & Ross, LLP  
 6200 Riverdale Road, Suite 100  
 Riverdale, GA 30276  
 ATTN: S. Cobb  
 404/990-0000

## ASSIGNMENT

FOR VALUE RECEIVED, the undersigned, being the present owner of such secured interest by virtue of being the original Grantee or the heir, assign, transferee, or devisee of the original Grantee, hereby transfers, without recourse, to The Bank of New York Mellon FKA The Bank of New York as trustee for the certificateholders of CWALT, INC., Alternative Loan Trust 2007-SCB, Mortgage Pass-Through Certificates, Series 2007-SCB whose address is 101 Barclay St., New York, NY 10286 all right, title, interest, powers and options in, to and under that certain Deed to Secure Debt from Beverly H. Fenello and Vito J. Fenello to Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for Pulte Mortgage LLC dated January 30, 2007 and recorded in Deed Book 11383, Page 408, Cherokee County, Georgia records, as well as the land described therein and the indebtedness secured thereby.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this day of APR  
April, 2011

Mortgage Electronic Registration Systems, Inc. ("MERS") as  
 nominee for Pulte Mortgage LLC

BY: [Signature] (REAL)  
[Signature] Assistant Secretary  
 (Corporate Seal)

[Signature] Diana De Arila  
 Witness  
[Signature] Edward Gallegos  
 Witness

Notary Public  
 My Commission Expires:                     

See attached Acknowledgment



Deed BK 11383 PG 211

Exhibit 175)

### ACKNOWLEDGMENT

State of California

County of Ventura

On April 13, 2011 before me, Jovida Alvarez Diaz, "Notary Public"  
(insert name and title of the officer)

personally appeared Kathy Oriard  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

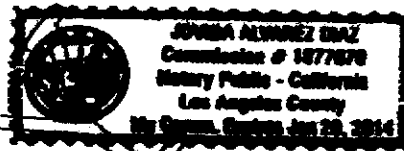
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*Jovida Alvarez Diaz*  
*Notary Public*  
*Yvonne J. Ferullo*

(Seal)



COPY

Exhibit 18

GEORGIA -

30-418072A

GRANTOR: Beverly H. Fenello and Vito J. Fenello Jr.

LENDER: Pulte Mortgage LLC

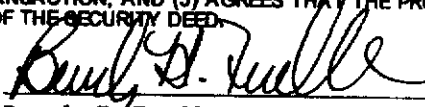
DATE OF SECURITY DEED: January 30, 2007


**WAIVER OF BORROWER'S RIGHTS**

BY EXECUTION OF THIS PARAGRAPH, GRANTOR EXPRESSLY: (1) ACKNOWLEDGES THE RIGHT TO ACCELERATE THE DEBT AND THE POWER OF ATTORNEY GIVEN HEREIN TO LENDER TO SELL THE PREMISES BY NONJUDICIAL FORECLOSURE UPON DEFAULT BY GRANTOR WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE AS IS REQUIRED TO BE GIVEN UNDER THE PROVISIONS HEREOF; (2) WAIVES ANY AND ALL RIGHTS WHICH GRANTOR MAY HAVE UNDER THE FIFTH AND FOURTEENTH AMENDMENTS TO THE CONSTITUTION OF THE UNITED STATES, THE VARIOUS PROVISIONS OF THE CONSTITUTION FOR THE SEVERAL STATES, OR BY REASON OF ANY OTHER APPLICABLE LAW TO NOTICE AND TO JUDICIAL HEARING PRIOR TO THE EXERCISE BY LENDER OF ANY RIGHT OR REMEDY HEREIN PROVIDED TO LENDER, EXCEPT SUCH NOTICE AS IS SPECIFICALLY REQUIRED TO BE PROVIDED HEREOF; (3) ACKNOWLEDGES THAT GRANTOR HAS READ THIS DEED AND SPECIFICALLY THIS PARAGRAPH AND ANY AND ALL QUESTIONS REGARDING THE LEGAL EFFECT OF SAID DEED AND ITS PROVISIONS HAVE BEEN EXPLAINED FULLY TO GRANTOR AND GRANTOR HAS BEEN AFFORDED AN OPPORTUNITY TO CONSULT WITH COUNSEL OF GRANTOR'S CHOICE PRIOR TO EXECUTING THIS DEED; (4) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF GRANTOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY GRANTOR AS PART OF A BARGAINED FOR LOAN TRANSACTION; AND (5) AGREES THAT THE PROVISIONS HEREOF ARE INCORPORATED INTO AND MADE A PART OF THE SECURITY DEED.

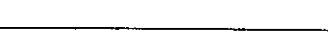
READ AND AGREED BY GRANTOR:

Signed, Sealed and delivered in the presence of:

 (Seal)  
Beverly H. Fenello  
-Grantor

 (Seal)  
Vito J. Fenello, Jr.  
-Grantor

 (Seal)  
-Grantor

 (Seal)  
-Grantor

**CLOSING ATTORNEY'S AFFIDAVIT**

Before the undersigned attesting officer personally appeared the undersigned closing attorney, who, having been first duly sworn according to law, states under oath as follows:

In closing the above loan, but prior to the execution of the Deed to Secure Debt and "Waiver of the Borrower's Rights" by the Borrower(s), I reviewed with and explained to the Borrower(s) the terms and provisions of the Deed to Secure Debt and particularly the provisions thereof authorizing the Lender to sell the secured property by a nonjudicial foreclosure under a power of sale, together with the "Waiver of Borrower's Rights" and informed the Borrower(s) of Borrower's rights under the Constitution of the State of Georgia and the Constitution of the United States to notice and a judicial hearing prior to such foreclosure in the absence of a knowing, intentional and willing contractual waiver by Borrower(s) of Borrower's rights. After said review with and explanation to Borrower(s), Borrower(s) executed the Deed to Secure Debt and "Waiver of Borrower's Rights."

Based on said review with and explanation to the Borrower(s), it is my opinion that Borrower(s) knowingly, intentionally and willingly executed the waiver of Borrower's constitutional rights to notice and judicial hearing prior to any such nonjudicial foreclosure.

Sworn to and subscribed before me on January 30, 2007 at Blackburn, Walther, Sloan and Adair, LLC, 1570 Warsaw Rd, Roswell, Ga 30076

Closing Attorney

**FORECLOSURE CLOSING DISCLOSURE**

O.C.G.A. Section 7-1-1014(3) requires that I inform you that if you fail to meet any condition or term of the documents that you sign in connection with obtaining a mortgage loan you may lose the property that serves as collateral for the mortgage loan through foreclosure.

Beverly H. Fenello

Vito J. Fenello, Jr.





Po Box: 5170  
Simi Valley, CA 93062-5170

1-772-17695-0000004-001-1-000-000-000-000

BEVERLY FENELLO & VITO FENELLO  
289 BALABAN CIR  
WOODSTOCK GA 30188

**Notice Date:** August 04, 2011

**Account No.:** 147967709

**Property Address:**  
289 Balaban Cir  
Woodstock, GA 30188

---

**YOUR REQUEST HAS BEEN RECEIVED**

Thank you for your recent inquiry about your home loan. This letter confirms Bank of America, N.A. has received your correspondence.

---

**WHAT YOU CAN EXPECT**

We are in the process of obtaining the documentation and information necessary to address your questions. We appreciate your patience as we research your request. You can expect a complete response within twenty (20) business days.

---

**THANK YOU FOR YOUR BUSINESS**

If you have any additional questions while we research your request, please call us at 1-800-669-6607, Monday-Friday 7a.m. - 7p.m. Local Time. We appreciate the opportunity to serve your home loan needs.

This communication is from Bank of America, N.A., the servicer of your home loan.

Bank of America



CA6-919-01-41  
P. O. Box 5170  
Simi Valley, CA 93062-5170

8-772-20041-0001178-001-1-000-000-000-000

BEVERLY H & VITO J FENELLO, JR  
289 BALABAN CIR  
WOODSTOCK GA 30188

Notice Date: September 8, 2011

Account No.: 147963149

Property Address:  
289 Balaban Cir  
Woodstock, GA 30188

Dear Beverly H & Vito J Fenello, Jr,

My name is Latecia Salters and I've been assigned to you by Bank of America, N.A., your home loan servicer, as your dedicated customer relationship manager. Bank of America, N.A. has several programs designed to help homeowners who are having trouble making their monthly mortgage payment, and it's possible that one could help you.

Together, we can review your individual situation and determine which of our programs may be available to you.

*called 9/12 LHM w/ Latecia*  
**Call me at 1-800-669-6650 to discuss programs  
that may help you avoid a foreclosure sale of your property.**

We will discuss where you are in the loan assistance process, where you've been and what some possible outcomes are. I'll be with you the entire time, and you will get continuous status updates from me.

Please note that during this time, you may see some references to foreclosure in communications you receive from us, and it's critical that you continue to read and respond to, if requested, all communications from us regarding your home loan.

If you have multiple home loans with us, you may receive this same letter for each loan. However, we will work on all of your loans together.

Call me today to get started. You can reach me at 1-800-669-6650 and we will determine the best time for us to talk. Please have your loan number available when you call. Additionally, visit [bankofamerica.com/homeloanhelp](http://bankofamerica.com/homeloanhelp) to learn about the home loan assistance process.

We know this is a difficult time, and we're here to help.

Latecia Salters  
Customer Relationship Manager  
Bank of America, N.A.

*9/21 Jackie (discontinued)  
9/21 LHM w/ Latecia  
9/26 LHM w/ Latecia*

This communication is from Bank of America, N.A., the servicer of your home loan.

Bank of America, N.A. is required by law to inform you that this communication is from a debt collector. However, the purpose of this communication is to provide you information concerning your Customer Relationship Manager.

If you are currently in a bankruptcy proceeding, or have previously obtained a discharge of this debt under applicable bankruptcy law, this notice is for information purposes only and not an attempt to impose personal liability for the debt.