

FOXBORO CONSULTING GROUP, INC.

NON-JUDICIAL FORECLOSURE DEFENSE PROCESS

What the Process Entails

Foxboro Consulting Group, Inc. (“**FCGI**” or “**Foxboro Consulting Group**”) will perform a review of your mortgage loan agreement documents, and statements supplied by your “**alleged**” mortgage servicing company, you have an “**alleged**” outstanding mortgage loan balance of some principal amount payable to the mortgage loan servicing company (the “**Mortgage Loan Servicer**”). In addition, we will research your property address at your local County Registry of Deeds to examine filed Mortgage Loan Agreement (or Deed of Trust in a judicial state), as well as any related filed assignments of mortgage.

Our **Non-judicial Administrative Process** services will focus on preparing Qualified Written Request (“**QWR**”), Debt Validation Letter (“**DVL**”), and if necessary, a Certified Promissory Note (“**CPN**”), in conformity with, and under **Uniform Commercial Code (U.C.C.) Section 3 -104 (e)** – Negotiable Instruments, and a Tender of Payment Package under **U.C.C. Section 3 – 603 – Tender of Payment** to the Mortgage Loan Servicer.

As part of our services, Foxboro Consulting Group will prepare the related **Tender of Payment** documents including a Certified Promissory Note. We will prepare these documents, as well as provide **Administrative Process** consulting services as you may require, and meet with your legal counsel if necessary.

SCOPE OF THE WORK – FORECLOSURE DEFENSE STRATEGY - LITIGATION SERVICES

These Litigation Advisory Services include preparation of the following 15 – steps - documents:

1. Qualified Written Request (“**QWR**”) – under the **Fair Debt Collection Practices Act** (FDCPA). Pursuant of U.C.C. - ARTICLE 3 -§section 3-501 (b) 2 (1), you are entitled to demand presentation of the negotiable instrument.

2. Debt Validation/ Verification Letter - under the Fair Debt Collection Practices Act (FDCPA). In addition, under the Truth in Lending Act (“TILA”) pursuant to *15 USC §§ 1601-1667f* (full disclosure), you have a right to know who the true party of interest in this transaction.
3. As such, we will ask the debt collector to stipulate whether the debt collector is the “**holder in due course**” for your promissory note. If the debt collector is not the holder, then they admit to being the servicer of this obligation, and to identify the “**holder in due course**”.
4. Respondent’s Private International, Administrative Remedy Demand – No. WS- 10162018-NJ.
5. Notice of Written Communication/ Security Agreement.
6. Tender of Payment & Notice of Reservation of Right for Initiating a Counter-claim and for the Filing Claim Against Official Bond.
7. Offer of Performance (you will need to have two (2) individuals to witness with their signatures on this document).
8. Your formal name (**First & Last Name**) - Trademark/ Non-Negotiable Copyright Notice.
9. Copyright Fee Schedule .
- 10.U.C.C. 1 – Financing Statement Filing(s) – Secretary of State of Your Home State – Copyright Notice, and Security Agreement (2 separate filings).
- 11.Develop Certified Promissory Note in accordance with U.C.C. Section 3 – 104 (e) – Negotiable Instruments.
- 12.Mortgage Loan Servicer’s Disclosure Statement, with Jurat notarization statement.
- 13.Certification of Non-Response.

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14. Verification of Tender of Payment and Notice of Reservation of Right for Initiating Counterclaim and for Filing Claim Against Bond - Introductory Certification, Plain Statement of Facts, Verification & Certification (you will need to have two (2) people to witness with their signatures on the document – usually the same individuals, as detailed in item 6 above).
15. Provide follow-up correspondence to collection companies for a four (4) month period.

You acknowledge and confirm that Foxboro Consulting Group, Inc. will be relying, among other things, on the information furnished to Foxboro Consulting Group by you (the “Client”), your advisors, documents and other information (that may be filed by the Client, with public authorities, if any), representatives of the Client, and on certain information available from generally recognized public sources without independent verification.

The Client hereby represents and warrants to Foxboro Consulting that all written data, material and other information furnished to Foxboro Consulting by the Client, concerning the Client, will to the best of its knowledge, be accurate, complete and correct in all material respects, and will be provided to Foxboro Consulting in a timely manner.

Notwithstanding the foregoing, the Client makes no representation with respect to any information prepared by a third party.

INFORMATION & DATA REQUEST

The information that we will require to prepare the Tender of Payment Package is as follows:

- Client Exemption Identification Number (**E.I.N.** – social security number without dashes) number.
- Address of Mortgage Loan Servicer.
- All Court related documents.
- Other data and information as we deem necessary based on our initial assessment of the situation.