

350 Cee Run
Bertram, Texas 78605
4/10/2013

Ms. Telita Carson, Research
Department
PHH Mortgage
2001 Bishops Gate Blvd.
Mount Laurel, NJ 08054
800.449.8767



Re: Mortgage #0016371056

Ms. Carson;

I have been reviewing the information you supplied on 02/12/2013 concerning the servicing of the mortgage as named above, through it's lifetime. As you may be aware, I have been forced to turn over my finances to a Federal trustee to be administered fairly among my creditors, PHH being the major one. With the 'rocket-docket' we have here in Texas, and in the absence of any communication from yourselves or your named substitute trustee, Barrett, Burke, Daffin, Frappier and Turner, it was the only avenue I had available to enjoin forced sale of my property for a pittance and to set up effective communication between us. So I will not address payments with this letter as that issue is now being handled by our Chapter XIII trustee in an equitable fashion for both of us.

Going forward, we have no escrow agreement and I am now handling taxes and insurance on the property directly, previously handled by PHH. I have obtained and paid an annual insurance premium of \$521 effective 3/20/2013, provided you with a copy, and instructed your office to cancel the insurance purchased on my behalf last July and return the pro-rata refund directly to me. I would also like an audit of your records on the actual cost of insurance provided by you on my behalf since 2007, to verify that I have in fact been charged fairly for the product and service. My estimate of overpayment based on fair market value and resultant claim is below.

Vendor	Code	Date	Expense	Open Claim	Note
PHH	351	10/29/2007	(1,831.28)	\$1,100	Cost-Fair Market Value
PHH	351	7/28/2008	(1,830.68)	\$1,100	Cost-Fair Market Value
PHH	351	7/27/2009	(1,830.68)	\$1,100	Cost-Fair Market Value
PHH	351	8/4/2010	(1,601.98)	\$1,100	Cost-Fair Market Value
PHH	351	8/3/2011	(1,601.06)	\$1,100	Cost-Fair Market Value
PHH	351	7/30/2012	(1,647.19)	\$1,100	Cost-Fair Market Value
				\$586.67	Pro-Rata Cancellation Credit
DAM	STD	3/20/2012	(521.00)		Fair Market Value basis
				\$7,186.67	Damages Claimed

Since this claim was incurred prior to my bankruptcy, you may be able to make a case for special treatment and have the entire amount due applied to the remainder of the mortgage obligation. Such a prayer will have to be made by you to our trustee, but it would seem she might favorably consider it. It would certainly put a dent in my outstanding balance of \$7,558, and might quickly resolve the whole bankruptcy issue and we can all return to a normal life. That would leave only the eventual resolution of my legal fees, currently over \$4,000 and which continue to mount. I'm not sure where we'll eventually end up on that issue.

Thank You,

Dave McCrae

512-557-0283

Xstek99@gmail.com

350 Cee Run

Bertram, Texas 78605

5/31/2013

Ms. Telita Carson, Research
Department

PHH Mortgage

2001 Bishops Gate Blvd.

Mount Laurel, NJ 08054

800.449.8767



Re: Mortgage #0016371056

Ms. Carson;

I have submitted on 10 April 2013 a claim to your organization for the resolution of our dilemma and the expenses I have incurred based on your illegal force placed insurance policy and your organization's decision in January to pursue wrongful foreclosure action on my property.

Since that claim, the federal courts have accepted my defense of your action, my choice to enter Chapter XIII bankruptcy and enforce protection of my assets from seizure or sale. You have been properly informed by the Trustee, Deborah H. Langehennig. I regret we have come to this pass, but the choice has been yours, in consultation with your named attorney of record, someone at Barrett, Burke, Daffin, Frappier and Turner. Forgive me if I forget all the names; they change every day, as is typical of the mortgage mill business in our fast paced State of Texas. At some point I expect our Attorney General, or our State Legislature, to act to quash this deplorable business. But today, it is what it is. What should we do, kick ass or chew gum? I'm all out of gum.

I am current in payments to the Trustee, and I would presume they are being properly disbursed. The last codicil added to the agreement was that any proceeds of my claim against PHH would be paid to the trustee for distribution to the unsecured creditors in the case.

I am herewith consolidating and clarifying my current claim against your organization.

Insurance	Date	Claim	Note
	10/29/2007	\$1,100	Cost-Fair Market Value
	7/28/2008	\$1,100	Cost-Fair Market Value
	7/27/2009	\$1,100	Cost-Fair Market Value
	8/4/2010	\$1,100	Cost-Fair Market Value
	8/3/2011	\$1,100	Cost-Fair Market Value
	7/30/2012	\$1,100	Cost-Fair Market Value
Legal Costs			
Ann Little, et al.	1/15/2013	\$600	Defense of Wrongful Foreclosure
Court Filing	1/28/2013	\$350	Burnet County
Ray Fisher, et. Al.	1/31/2013	\$3,700	Chapter XIII Asset Protection Plan
Court Filing	2/8/2013	Inc.	
Collection	5/31/2013	\$2,500	Stenographic Services
Total		\$13,750	

Please remit to me directly for transmittal to the Trustee for division and disbursement to all affected parties. I accept cash, company checks, wire transfer, or payments to my PayPal account, all at no additional charge or convenience fee. If it is convenient to you, it's convenient to me. This claim is due and payable in ten days after receipt. Late payments will incur a fee of 6.25% simple, per month.

This letter is an attempt to collect a debt, and all information received will be used for that purpose. Be assured that I will use all legal means necessary to enforce collection of this debt.

The recipient is advised to seek legal guidance in this matter, if desired, for his or her own benefit, and at his or her own expense. No claims for legal costs of recipient will be considered or accepted.

Thank You,

Dave McCrae

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Xstek99@gmail.com

350 Cee Run
Bertram, Texas 78605
6/30/2013

Ms. Telita Carson, Research
Department
PHH Mortgage
2001 Bishops Gate Blvd.
Mount Laurel, NJ 08054
800.449.8767



Re: Mortgage #0016371056

Ms. Carson;

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	7/27/2009	\$1,100	Cost-Fair Market Value
	8/4/2010	\$1,100	Cost-Fair Market Value
	8/3/2011	\$1,100	Cost-Fair Market Value
	7/30/2012	\$1,100	Cost-Fair Market Value
Legal Costs			
Ann Little, et al.	1/15/2013	\$600	Defense of Wrongful Foreclosure
Court Filing	1/28/2013	\$350	Burnet County
Ray Fisher, et. Al.	1/31/2013	\$3,700	Chapter XIII Asset Protection Plan
Court Filing	2/8/2013	Inc.	
Collection	5/31/2013	\$2,500	Stenographic Services
Total		\$13,750	
Past due 30 days		859.38	
Total Due Today	6/30/13	14,609.38	

Please remit to me directly for transmittal to the Trustee for division and disbursement to all affected parties. I accept cash, company checks, wire transfer, or payments to my PayPal account, all at no additional charge or convenience fee. If it is convenient to you, it's convenient to me. This claim is due and payable in ten days after receipt. Late payments will incur a fee of 6.25% simple, per month.

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Thank You,

Dave McCrae

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350 Cee Run

Bertram, Texas 78605

7/31/2013

Ms. Telita Carson, Research
Department

PHH Mortgage

2001 Bishops Gate Blvd.

Mount Laurel, NJ 08054

800.449.8767



Re: Mortgage #0016371056

Ms. Carson;

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Since that claim, the federal courts have accepted my defense of your action, my choice to enter Chapter XIII bankruptcy and enforce protection of my assets from seizure or sale. You have been properly informed by the Trustee, Deborah H. Langehennig. I regret we have come to this pass, but the choice has been yours, in consultation with your named trustee, someone at Barrett, Burke, Daffin, Frappier and Turner. Forgive me if I forget all the names; they change every day, as is typical of the mortgage mill business in our fast paced State of Texas. At some point I expect our Attorney General, or our State Legislature, to act to quash this deplorable business. But today, it is what it is. What should we do, kick ass or chew gum? I'm all out of gum.

I am current in payments to the Trustee, and it appears that they are being properly disbursed. I have received no statement from PHH, and thus have no knowledge of the current amount of principal claimed as owing, or the balance of any escrow account which may continue to exist, or any prorated insurance refund based on policy cancellation of 20 April 2013, which may or may not have been applied to my account. Such information would be of some interest, but is not actually germane to this concern. The last codicil added to the bankruptcy agreement, Case 13-10386, was that any proceeds of my claim against PHH would be paid to the trustee for distribution to the unsecured creditors in the case.

I am herewith, again, consolidating and clarifying my current claim against your organization.

Insurance	Date	Claim	Note
	10/29/2007	\$1,100	Cost-Fair Market Value*
	7/28/2008	\$1,100	Cost-Fair Market Value*
	7/27/2009	\$1,100	Cost-Fair Market Value*
	8/4/2010	\$1,100	Cost-Fair Market Value*
	8/3/2011	\$1,100	Cost-Fair Market Value*
	7/30/2012	\$1,100	Cost-Fair Market Value*
Legal Costs			
Ann Little, et al.	1/15/2013	\$600	Defense of Wrongful Foreclosure
Court Filing	1/28/2013	\$350	Burnet County
Ray Fisher, et. Al.	1/31/2013	\$3,700	Chapter XIII Asset Protection Plan
Court Filing	2/8/2013	Inc.	
BDFTE Trustee Sale – Professional	1/28/2013	\$810	Wrongful Foreclosure Action
BDFTE Trustee Sale – Expenses	1/28/2013	\$332.60	Wrongful Foreclosure Action
Collection	5/31/2013	\$2,500	Stenographic Services
Total		\$14,892.60	
Past due 60 days		1,919.75	
Total Due Today	7/31/13	\$16,812.35	

*The amount paid to PHH escrow each year, by your own records of receipt and application to force placed insurance policy, minus the fair market value of such insurance, as is currently in effect and paid by myself.

Please remit to me directly for transmittal to the Trustee for division and disbursement to all affected parties. I accept cash, company checks, wire transfer, or payments to my PayPal account, all at no additional charge or convenience fee. If it is convenient to you, it's convenient to me. This claim is due and payable in ten days after receipt. Late payments will incur a fee of 6.25% simple, per month.

This letter is an attempt to collect a debt, and all information received will be used for that purpose. Be assured that I will use all legal means necessary to enforce collection of this debt.

This matter is currently submitted to our Texas Attorney General as a consumer complaint, with application for redress, and I am acting pro se as representative of a certain class in Texas who may have sustained damages of similar nature, from a considered and well organized pattern of illegal commercial practice in the State of Texas.

The recipient is advised to seek legal guidance in this matter, if desired, for his or her own benefit, and at his or her own expense. No further claims for legal costs of recipient will be considered or accepted.

Thank You,

Dave McCrae

512-557-0283

Xstek99@gmail.com

350 Cee Run

Bertram, Texas 78605

8/31/2013

Ms. Telita Carson, Research
Department

PHH Mortgage

2001 Bishops Gate Blvd.

Mount Laurel, NJ 08054

800.449.8767



Cc Shell Corporations DBA:

PHH Mortgage Corporation

PHH Mortgage Services

www.Phhmortgage.com

www.Instamortgage.com,

www.Mortgagefamily.com,

www.Mortgageloanstatus.com,

www.Mortgagequestions.com,

Mortgage Service Center

www.Mortgagesave.com

Century21 Mortgage

www.Century21mortgage.com

Coldwell Banker Mortgage

www.Coldwellbankermortgage.com

ERA Mortgage

www.Eramortgage.com

Burnet Mortgage Services

Re: Mortgage #0016371056

Ms. Carson, et al;

I have submitted on 10 April 2013 a claim to your organization for the resolution of our dilemma and the expenses I have incurred based on your illegal force placed insurance policy and your organization's decision in January of 2013 to pursue wrongful foreclosure action on my property.

Since that claim, the federal courts have accepted my defense of your action, my choice to enter Chapter XIII bankruptcy and enforce protection of my assets from seizure or sale. You have been properly informed by the Trustee, Deborah H. Langehennig. I regret we have come to this pass, but the choice has been yours, in consultation with your named trustee, someone at Barrett, Burke, Daffin, Frappier and Turner. Forgive me if I forget all the names; they change every day, as is typical of the mortgage mill business in our fast paced State of Texas. At some point I expect our Attorney General, or our State Legislature, to act to quash this deplorable business. But today, it is what it is. What should we do, kick ass or chew gum? I'm all out of gum.

I am current in payments to the Trustee, and it appears that they are being properly disbursed. I have received a statement from PHH at end of first six months of 2013, and I am in agreement with the current amount of principal claimed as owed. The escrow account, which should be closed, and applied to principal, currently appears to hold \$500+. Again, please close that account and apply proceeds to principal. I see that a prorated insurance premium refund from the cancellation on 20 April 2013 of your previously force-placed insurance policy, has been properly credited to principal. The last codicil added to the bankruptcy agreement, Case 13-10386, was that any proceeds of my claim against PHH in this matter would be paid to the trustee for distribution to the unsecured creditors in the case.

I am herewith, again, consolidating, clarifying, and updating my current claim against your organization.

Insurance	Date	Claim	Note
	10/29/2007	\$1,100	Cost-Fair Market Value*
	7/28/2008	\$1,100	Cost-Fair Market Value*
	7/27/2009	\$1,100	Cost-Fair Market Value*
	8/4/2010	\$1,100	Cost-Fair Market Value*
	8/3/2011	\$1,100	Cost-Fair Market Value*
	7/30/2012	\$1,100	Cost-Fair Market Value*
Legal Costs			
Ann Little, et al.	1/15/2013	\$600	Defense of Wrongful Foreclosure
Court Filing	1/28/2013	\$350	Burnet County
Ray Fisher, et. Al.	1/31/2013	\$3,700	Chapter XIII Asset Protection Plan
Court Filing	2/8/2013	Inc.	
BDFTE Trustee	1/28/2013	\$810	Wrongful Foreclosure Action

Sale – Professional			
BDFTE Trustee	1/28/2013	\$332.60	Wrongful Foreclosure Action
Sale – Expenses			
Collection	5/31/2013	\$2,500	Stenographic Services
Total		\$14,892.60	
Past due 90 days		3,970.52	@6.25% Interest/period
Total Due Today	8/31/13	\$18,863.12	

*The amount paid to PHH escrow each year, by your own records of receipt and application to force placed insurance policy, minus the fair market value of such insurance, as is currently in effect and paid by myself.

Please remit to me directly for transmittal to the Trustee for division and disbursement to all affected parties. I accept cash, company checks, wire transfer, or payments to my PayPal account, all at no additional charge or convenience fee. If it is convenient to you, it's convenient to me. This claim is due and payable in ten days after receipt. Late payments will incur a fee of 6.25% simple, per month.

For the month of September only, I am making a one-time offer of reduction of this claim to fully discharge it for the sum of \$10,000. At the end of September, I expect to be making the last payment to our trustee and discharging this mortgage debt, originally scheduled for November of 2016, completely. This offer ends on 30 September, 2013. Prior to 1 October, if I receive the \$10,000 payment and release of mortgage to the property, I will pursue no further action, either personally or as a representative of a class. A quick resolution would be beneficial to both of our interests. This would be to your great advantage, and of little inconvenience to myself. You may wish to review with your advisory resources.

This letter is an attempt to collect a debt, and all information received will be used for that purpose. Be assured that I will use all legal means necessary to enforce collection of this debt.

This matter is currently submitted to our Texas Attorney General as a consumer complaint, with application for redress, and I am acting pro se as representative of a certain class in Texas who may have sustained damages of similar nature, from a considered and well organized pattern of illegal commercial practice in the State of Texas.

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Thank You,

Dave McCrae

512-557-0283

Xstek99@gmail.com

[OUT FOR COMMENT]

My house fell into a foreclosure mill in January of 2013, despite prepayment of mortgage by two+ years. Due to the constraints of Texas' "rocket docket," I sought protection under Chapter 13. Now, in October of 2013, my mortgage is paid and my trustee is soon to issue discharge of debt. The original fifteen year mortgage was due in November 2016, so we are three years early. I have retained possession and live in the house. I'm now looking for legal resources to recover my expenses, which are considerable, and expenses of a class of debtors which I may represent, which may be colossal. I'd like to put the mortgage company out of business, their officers in jail, and disbar their legal representatives in Texas. Any ideas?