

14-2824

FD-34 (Rev. 12-12)

CIVIL COVER SHEET

This JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

<p>I. PLAINTIFFS</p> <p>(a) Name of Plaintiff: <u>WFO</u></p> <p>(b) County of Residence of First Listed Plaintiff: <u>Chester County, PA</u> <i>(EXCEPT IN U.S. PLAINIFF CASES)</i></p> <p>(c) Attorneys (Firm Name, Address, and Telephone Number): See attached.</p>	<p>DEFENDANTS</p> <p><u>14</u> <u>2824</u></p> <p>OCWEN LOAN SERVICING, LLC</p> <p>County of Residence of First Listed Defendant: <u>Palm Beach County, Florida</u> <i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (if known):</p>
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<p>II. BASIS OF JURISDICTION <i>(Place an "X" in One Box Only)</i></p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 10 Federal Question <i>(U.S. Government Not a Party)</i></p> <p><input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 3 Diversity <i>(Indicate Citizenship of Parties in Item III)</i></p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES <i>(Place an "X" in One Box for Plaintiff and One Box for Defendant)</i></p> <p>Citizen of This State: <input type="checkbox"/> PTF <input checked="" type="checkbox"/> DEF</p> <p>Citizen of Another State: <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 2</p> <p>Citizen or Subject of a Foreign Country: <input type="checkbox"/> 3 <input type="checkbox"/> 3</p> <p>Incorporated or Principal Place of Business in This State: <input type="checkbox"/> 1 <input type="checkbox"/> 4</p> <p>Incorporated and Principal Place of Business in Another State: <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5</p> <p>Foreign Nation: <input type="checkbox"/> 6 <input type="checkbox"/> 6</p>
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IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

<p><input type="checkbox"/> 110 Insurance</p> <p><input type="checkbox"/> 130 Marine</p> <p><input type="checkbox"/> 130 Airline Acc.</p> <p><input type="checkbox"/> 140 Negotiable Instrument</p> <p><input type="checkbox"/> 190 Excess or Overpayment & Enforcement of Judgment</p> <p><input type="checkbox"/> 151 Welfare Act</p> <p><input type="checkbox"/> 152 Recovery of Deceased Trade Loans (Excludes Veterans)</p> <p><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits</p> <p><input type="checkbox"/> 140 Stockholders' Suits</p> <p><input type="checkbox"/> 190 Other Contract</p> <p><input type="checkbox"/> 195 Contract Product Liability</p> <p><input type="checkbox"/> 196 Trade Libel</p>	<p>PERSONAL INJURY</p> <p><input type="checkbox"/> 210 Airplane</p> <p><input type="checkbox"/> 315 Airplane Product Liability</p> <p><input type="checkbox"/> 330 Assault, Libel & Slander</p> <p><input type="checkbox"/> 330 Federal Employers' Liability</p> <p><input type="checkbox"/> 340 Marine</p> <p><input type="checkbox"/> 345 Marine Product Liability</p> <p><input type="checkbox"/> 350 Motor Vehicle</p> <p><input type="checkbox"/> 355 Motor Vehicle Product Liability</p> <p><input type="checkbox"/> 360 Other Personal Injury</p> <p><input type="checkbox"/> 352 Personal Injury - Medical Malpractice</p>	<p>PERSONAL INJURY</p> <p><input type="checkbox"/> 355 Personal Injury - Product Liability</p> <p><input type="checkbox"/> 357 Health Care/Pharmaceutical Personal Injury Product Liability</p> <p><input type="checkbox"/> 358 Ambros Personal Injury Product Liability</p> <p>PERSONAL PROPERTY</p> <p><input type="checkbox"/> 370 Other Personal</p> <p><input type="checkbox"/> 371 Truth in Lending</p> <p><input type="checkbox"/> 380 Other Personal Property Damage</p> <p><input type="checkbox"/> 385 Property Damage Product Liability</p>	<p><input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881</p> <p><input type="checkbox"/> 630 Other</p> <p><input type="checkbox"/> 423 Appeal 28 USC 158</p> <p><input type="checkbox"/> 424 Withdrawal 28 USC 157</p> <p><input type="checkbox"/> 820 Copyrights</p> <p><input type="checkbox"/> 830 Patents</p> <p><input type="checkbox"/> 840 Trademark</p> <p><input type="checkbox"/> 710 Fair Labor Standards Act</p> <p><input type="checkbox"/> 720 Labor/Management Relations</p> <p><input type="checkbox"/> 760 Railway Labor Act</p> <p><input type="checkbox"/> 751 Family and Medical Leave Act</p> <p><input type="checkbox"/> 790 Other Labor Litigation</p> <p><input type="checkbox"/> 791 Employee Retirement Security Act</p> <p><input type="checkbox"/> 801 HIA (1395ff)</p> <p><input type="checkbox"/> 862 Black Lung (937)</p> <p><input type="checkbox"/> 863 DHC/DIWW (405(g))</p> <p><input type="checkbox"/> 864 SSID Title XVI</p> <p><input type="checkbox"/> 865 RSI (405(g))</p> <p><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)</p> <p><input type="checkbox"/> 871 IRS - Third Party 26 USC 7609</p> <p><input type="checkbox"/> 463 Naturalization Application</p> <p><input type="checkbox"/> 465 Other Immigration Appeal</p>	<p><input type="checkbox"/> 375 False Claim Act</p> <p><input type="checkbox"/> 400 State Reapportionment</p> <p><input type="checkbox"/> 410 Antitrust</p> <p><input type="checkbox"/> 430 Banks and Banking</p> <p><input type="checkbox"/> 450 Commerce</p> <p><input type="checkbox"/> 460 Depository</p> <p><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations</p> <p><input type="checkbox"/> 480 Consumer Credit</p> <p><input type="checkbox"/> 490 Cable/Sat TV</p> <p><input type="checkbox"/> 500 Securities/Commodities/Exchange</p> <p><input type="checkbox"/> 590 Other Statutory Actions</p> <p><input type="checkbox"/> 591 Agricultural Acts</p> <p><input type="checkbox"/> 593 Environmental Matters</p> <p><input type="checkbox"/> 595 Freedom of Information Act</p> <p><input type="checkbox"/> 596 Arbitration</p> <p><input type="checkbox"/> 599 Administrative Procedure Act/Review or Appeal of Agency Decision</p> <p><input type="checkbox"/> 950 Constitutionality of State Statutes</p>
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V. ORIGIN *(Place an "X" in One Box Only)*

1 Original Proceeding

2 Removed from State Court

3 Removed from Appellate Court

4 Reinstated or Reopened

5 Transferred from Another District

6 Multi-district Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing. *(Do not cite jurisdictional statutes unless diversity):*

Real Estate Settlement Procedures Act ("RESPA"), 12 U.S.C. §§ 2601, et seq.

Brief description of cause:

Defendant violated the Mortgage Satisfaction Act, 21 P.S. § 721, et seq. and RESPA by failing to timely file mortgage satisfaction piece.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.C.P.

DEMAND \$ _____

CHECK YES only if demanded in complaint:

JURY DEMAND: Yes No

VIII. RELATED CASES IF ANY *(See Instructions)*

JUDGE _____ DOCKET NUMBER _____

DATE: 05/15/2014

SIGNATURE OF ATTORNEY OF RECORD: [Signature]

RECEIVED BY: _____ AMOUNT: _____ APPLYING OFF: _____ JUDGE: _____ MAIL JUDGE: S.T.

MAY 15 2014

UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate judges

RBS RBS RBS

14 2824

Plaintiff: 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409

County of Accident, Incident or Transaction: Chester County, Pennsylvania

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock? (Attach two copies of the Disclosure Statement Form in accordance with Fed.R.C.P. 7.1(a)) Yes [] No [X]

Does this case involve multidistrict litigation possibilities? Yes [] No [X]

RELATED CASE IF ANY: Case Number: Judge: Date Terminated:

Will case be deemed related when yes is answered to any of the following questions:
1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? Yes [] No [X]
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? Yes [] No [X]
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court? Yes [] No [X]
4. Is this case a second or successive malfeas corpus, social security appeal, or pro se civil rights case filed by the same individual? Yes [] No [X]

- FEDERAL CASE (IN ONE CATEGORY ONLY)
A. Federal Question Cases
1. [] Liability Contract, Marine Contract, and All Other Contracts
2. [] FEELA
3. [] Jones Act-Personal Injury
4. [] Trust
5. [] Patent
6. [] Labor-Management Relations
7. [] Civil Rights
8. [] Malfeas Corpus
9. [] Securities Act(s) Cases
10. [] Social Security Review Cases
11. [X] All other Federal Question Cases (Please specify) Real Estate Settlement Procedures Act
B. Diversity Jurisdiction Cases:
1. [] Insurance Contract and Other Contracts
2. [] Airplane Personal Injury
3. [] Assault, Defamation
4. [] Marine Personal Injury
5. [] Motor Vehicle Personal Injury
6. [] Other Personal Injury (Please specify)
7. [] Products Liability
8. [] Products Liability -- Asbestos
9. [X] All other Diversity Cases (Please specify) PA Mortgage Satisfaction Act

ARBITRATION CERTIFICATION

Eric Lechtzin (Check appropriate category) counsel of record do hereby certify:
1. Pursuant to Local Civil Rule 53.2, Section 3(e)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$1000 exclusive of interest and costs.
2. No other than monetary damages is sought.
DATE: May 15, 2014
Attorney at Law: [Signature] 62096
Attorney ID #: [Signature]

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 7B.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court (see it as noted above).
DATE: 5/15/2014
Attorney at Law: [Signature] 62096
Attorney ID #: [Signature] MAY 15 2014

RBS

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

Jill Dempsey	:	CIVIL ACTION
	:	
v.	:	14 2824
	:	
Ocwen Loan Servicing, LLC	:	NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus - Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security - Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration - Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos - Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management - Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) (X)
- (f) Standard Management - Cases that do not fall into any one of the other tracks. ()

May 15, 2014	Eric Lechtzin	Plaintiff
<hr/>	<hr/>	<hr/>
Date	Attorney-at-law	Attorney for
215-875-3038	215-875-4604	elechtzin@bm.net
<hr/>	<hr/>	<hr/>
Telephone	FAX Number	E-Mail Address

(Rev. 6/01) 10/02

MAY 15 2014

Handwritten initials/signature

RBS

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

14 2824

ILL. DEMPSEY, Individually and on Behalf
of All Others Similarly Situated,

Plaintiff,

v.

OCWEN LOAN SERVICING, LLC,

Defendant.

Civil Case No. _____

CLASS ACTION

**COMPLAINT FOR VIOLATIONS OF
THE PENNSYLVANIA MORTGAGE
SATISFACTION ACT, AND REAL
ESTATE SETTLEMENT PROCEDURES
ACT**

JURY TRIAL DEMANDED

TABLE OF CONTENTS

I.	NATURE OF THE CASE	1
II.	JURISDICTION AND VENUE	1
III.	PARTIES	2
IV.	FACTUAL BACKGROUND	2
V.	CLASS ALLEGATIONS	10
VI.	CAUSES OF ACTION	13
	COUNT I – VIOLATIONS OF THE MSA	13
	COUNT II – VIOLATIONS OF RESPA	14
VII.	PRAYER FOR RELIEF	16
VIII.	JURY TRIAL DEMANDED	17

I. NATURE OF THE CASE

1. Plaintiff Jill Dempsey brings this action on behalf of herself and all similarly situated persons against defendant Ocwen Loan Servicing, LLC (“Ocwen” or “Defendant”), for violations of: (i) the Pennsylvania Mortgage Satisfaction Act, 21 P.S. § 721, *et seq.* (“MSA”); and (ii) the federal Real Estate Settlement Procedures Act (“RESPA”), 12 U.S.C. §§ 2601, *et seq.*

2. This action seeks to redress Defendant’s systematic failure to timely present to the county clerks proof that mortgages have been satisfied.

3. The class represented here brings claims for violations of the MSA on behalf of:

All persons who were parties to a mortgage loan serviced by Ocwen that was secured by real property located within the Commonwealth of Pennsylvania, and who timely paid in full all amounts due under their mortgage loans pursuant to a payoff quote provided by Ocwen and requested in writing that Ocwen record a satisfaction of mortgage with the county recorder’s office where the mortgage was recorded (commonly referred to as a “satisfaction piece”), but Ocwen failed to record a satisfaction piece within 60-days of its receipt of such request (the “MSA Class”).

4. The class also brings claims for violations of RESPA on behalf of

All persons who were parties to a mortgage loan serviced by Ocwen that was secured by real property located within the Commonwealth of Pennsylvania, and who paid in full all amounts due or otherwise owed under their mortgage loans and subsequently submitted to Ocwen a Qualified Written Request (“QWR”) requesting that Ocwen record a satisfaction of mortgage with the county recorder’s office where the mortgage was recorded, but Ocwen failed to record a satisfaction of mortgage within 60-days of its receipt of such QWR, and, as a result, suffered damages (the “RESPA Class”).

II. JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(d), because this action is between citizens of different states, a class action has been pled, and the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs.

6. Venue is proper in this District under 28 U.S.C. § 1391. Defendant does substantial business in this Commonwealth and within the Eastern District of Pennsylvania, receives substantial compensation and profits from the servicing of home mortgage loans in this District, and has engaged in unlawful practices in this District, so as to subject itself to personal jurisdiction in this District. Plaintiff resides in this District, and Plaintiff's property is located in this District.

7. This Court has personal jurisdiction over Defendant to this action because Defendant does substantial business in this Commonwealth, and a substantial portion of the wrongdoing alleged took place in this District.

III. PARTIES

8. Plaintiff Jill Dempsey resides in the Commonwealth of Pennsylvania, and is the owner of a home located in East Pikeland Township, Pennsylvania that was encumbered by a mortgage loan, which was serviced by Ocwen.

9. Defendant Ocwen, a subsidiary of Ocwen Financial Corporation, is a mortgage bank and home mortgage loan servicer, servicing mortgages on behalf of lenders and investors, including pooled mortgage-backed securities. Defendant Ocwen maintains its principal place of business at 1661 Worthington Road, Suite 100, West Palm Beach, Florida 33409.

IV. FACTUAL BACKGROUND

A. The Pennsylvania Mortgage Satisfaction Act

10. Large nationwide loan servicers such as Ocwen, which are typically located far from the communities in which they service mortgage loans, frequently fail to comply with their obligations to timely file mortgage satisfactions. Indeed, mortgage satisfactions are often filed months, if not years, after they are due, and sometimes not at all.

11. Failing to record mortgage satisfactions is no mere administrative deficiency. The failure to timely file a mortgage satisfaction can frustrate landowners who need a marketable title to complete a property sale or to refinance a property. This is because a title company cannot provide a clear title report in cases where mortgages remain "open" due to a mortgagee's failure to timely file a mortgage satisfaction.

12. To address servicers' failures to file mortgage satisfactions in a timely manner, Pennsylvania enacted the MSA, 21 P.S. § 721-1. Under the MSA, a mortgage servicer is required to file with the recorder's office in the county in which the property subject to its lien is located, a satisfaction piece acknowledging that the loan has been paid-in-full and that the lien has been forever released. Specifically, the MSA provides:

Every mortgagee shall, upon receipt of payment of the entire mortgage obligation and tender of all required satisfaction and recording costs, present for recording in the office where the mortgage is recorded a duly executed satisfaction piece in substantially the form set out in section 5 and acknowledged as provided by law. The satisfaction piece when recorded shall forever thereafter discharge, defeat and release the lien and debt of the mortgage.

21 P.S. § 721-4.

13. The MSA specifies the form of the satisfaction piece that must be filed, which includes the names of the mortgagor and mortgagee, the name of the last assignee, the date of the mortgage, the amount of the original debt, the date on which the mortgage was recorded, and brief description or statement of location of mortgaged premises. See 21 P.S. § 721-5.

14. The MSA requires that a loan servicer record a satisfaction piece within 60 days of the payment-in-full of the mortgage loan and its receipt of the borrower's first written request to record a satisfaction piece. Specifically, the MSA provides:

If, within 60 days of the mortgagee's receipt of: (i) payment of the entire mortgage obligation and all required satisfaction and recording costs; and (ii) the first written request by the mortgagor for the satisfaction piece delivered and in

substantially the form described in this section, the mortgagee fails to present for recording to the office where the mortgage was recorded a satisfaction piece as described in section 5 or the mortgage is not otherwise satisfied, the mortgagee shall forfeit and pay to the mortgagor a penalty in a sum not exceeding the original loan amount.

21 P.S. § 721-7(t).

B. The Real Estate Settlement Procedures Act (“RESPA”)

15. Congress enacted RESPA to effectuate “significant reforms in the real estate settlement process ... to insure that consumers throughout the Nation are provided with greater and more timely information on the nature and costs of the settlement process and are protected from unnecessarily high settlement charges caused by certain abusive practices.” 12 U.S.C. § 2601(a).

16. Originally, “settlement process” in RESPA included negotiation and execution of mortgage contracts, but in 1990, RESPA was amended to include loan servicing. Section 2605 was enacted as an amendment to RESPA in 1990, by the Cranston-Gonzalez National Affordable Housing Act and amended one year later. Pub. L. No. 101-625, § 941, 104 Stat. 4079; S. Rep. No. 101-17125 (1990) (Conf. Rep.).

17. Pursuant to RESPA, the “servicer of a federally related mortgage loan” must acknowledge the receipt of a QWR within twenty days and must respond substantively to the QWR within sixty days. 12 U.S.C. § 2605(e)(1)(A), (e)(2).

18. Correspondence must meet several statutory requirements in order to be considered a QWR. Specifically, a QWR is a written request other than a notice on a payment coupon or other payment medium supplied by the servicer. 12 U.S.C. § 2605(e)(1)(B). A QWR must request information relating to the servicing of a loan. 12 U.S.C. § 2605(e)(1)(A).

19. Under RESPA, “[t]he term ‘servicing’ means receiving any scheduled periodic payments from a borrower pursuant to the terms of any loan ... and making the payments of

principal and interest and such other payments with respect to the amounts received from the borrower as may be required pursuant to the terms of the loan.” 12 U.S.C. § 2605(i)(3).

20. The QWR must provide sufficient information for the servicer to identify the name and account of the borrower. 12 U.S.C. § 2605(e)(1)(B)(i). Finally, a QWR must:

[I]nclude[] a statement of the reasons for the belief of the borrower, to the extent applicable, that the account is in error or provide[] sufficient detail to the servicer regarding other information sought by the borrower.

12 U.S.C. § 2605(e)(1)(B)(ii).

21. Upon receipt of a valid QWR, RESPA requires a loan servicer to undertake an investigation, and make any appropriate corrections to the borrower’s account and notify the borrower of such corrections. 12 U.S.C. § 2605(e)(2)(A).

22. Thus, under RESPA, where a borrower receives a payoff quote from a mortgage servicer, timely makes payment in full pursuant to such payoff quote, and subsequently submits a QWR requesting that the servicer file with the county recorder’s office a satisfaction piece, then that servicer must: (1) acknowledge receipt of the borrower’s QWR within twenty (20) days; (2) undertake an investigation; (3) make any appropriate corrections to the borrower’s account by filing a satisfaction piece in the county recorder’s office within sixty (60) days of its receipt of the QWR; and (4) notify the borrower that it has made such corrections.

C. Owen Failed to Timely Record a Release / Satisfaction of Plaintiff’s Mortgage Loan with the County Recorder’s Officer

23. On December 28, 2004, Plaintiff entered in to an “Open End Mortgage” agreement and a “GMAC Mortgage Home Equity Line of Credit Agreement and Disclosure Statement” (collectively, the “Loan”) with GMAC Mortgage Corporation (“GMAC”), which provided a revolving line of credit of up to \$47,000.00. The Loan was secured as a second lien

mortgage on Plaintiff's home, and the mortgage was recorded in the office of Chester County Recorder of Deeds.

24. Effective February 16, 2013, the servicing of Plaintiff's Loan was transferred from GMAC to Ocwen.

25. In connection with the transfer of servicing of Plaintiff's Loan, she received a letter dated February 7, 2013, entitled "Notice of Servicing Transfer and Welcome to Ocwen Loan Servicing, LLC." Enclosed with the February 7 letter was a "Schedule of Standard Servicing Fees for Pennsylvania," which included recording fees that range from \$25.25 to \$158.00, which are collected by Ocwen to cover the costs "charged by county recorder's offices to record the release / satisfaction when the loan is paid-in-full."

26. In order to obtain refinancing of the first lien mortgage on her home, Plaintiff sought to payoff and terminate the Loan.

27. By letter dated July 9, 2013, Ocwen provided Plaintiff with a payoff quote in the amount of \$14,031.75, which was valid through July 16, 2013, and included detailed instructions for Plaintiff to payoff her Loan. A redacted copy of Ocwen's July 9, 2013 letter is attached hereto as **Exhibit A**.

28. Plaintiff diligently followed the instructions contained in Ocwen's July 9th payoff quote letter, and made payments of \$13,925.00 and \$106.75 to Ocwen via wire transfers on July 11 and July 12, 2013, respectively.

29. Plaintiff received emails from Ocwen on July 15 and July 16, 2013 confirming its receipt of these funds. At that point, there was a zero balance on Plaintiff's Loan. Thereafter, Plaintiff made numerous requests that Ocwen record a satisfaction of its lien so that she could refinance her home.

30. **Plaintiff made her first written request on July 13, 2013**, when she sent an email to Ocwen's HELOC department asking that Defendant close her Loan and release its lien.

31. Pursuant to this request, Ocwen sent Plaintiff an undated letter, which she received on or about July 15, 2013, confirming that there was a zero balance on her Loan and enclosing authorization forms to close her Loan, which Plaintiff was instructed to sign, notarize, and return to Ocwen's Home Equity Line of Credit Operations via facsimile or mail. Plaintiff signed and notarized the form on August 1, 2013, and she mailed it to Ocwen on August 5, 2013. A redacted copy of the signed form is attached hereto as **Exhibit B**.

32. **Plaintiff made her second written request on August 15, 2013**, when she sent an email to Ocwen's Office of the Consumer Ombudsman, again, reiterating her request that Ocwen execute a release of her Loan and file a satisfaction piece with the county recorder's office. Despite this email, Ocwen still failed to file a satisfaction piece with the Chester County Recorder's Office.

33. **Plaintiff made her third written request on September 5, 2013**, when she sent a letter to Ocwen's Home Equity Line of Credit Operations via certified mail, requesting, once again, that Ocwen file a satisfaction piece with the county recorder's office, and provide her with a satisfaction / paid-in-full letter. Plaintiff enclosed with this letter a copy of her July 16, 2013 email to Ocwen requesting a release of lien, a copy of the form requesting closure of her Loan (Exhibit B), and a check made payable to Ocwen in the amount of \$52.00 to cover any filing fees charged by the Chester County Recorder's Office. A redacted copy of Plaintiff's September 5 letter is attached hereto as **Exhibit C**. The certified mail return receipt confirms that Ocwen received Plaintiff's letter on September 7, 2013. A copy of the certified mail return receipt and tracking report is attached hereto as **Exhibit D**.

34. Plaintiff's August 15, 2013 and September 5, 2013, letters were QWRs pursuant to section 2605(e) of RESPA.

35. Plaintiff's letters of August 15, 2013 and September 5, 2013:

- a. make information requests and provided notice of error to Ocwen in writing on a document other than a payment coupon or payment form supplied by the servicer;
- b. include sufficient information enabling Ocwen to identify the name and loan account of Plaintiff;
- c. include detailed statements of the reasons that Plaintiff believes the account is in error, including, but not limited to, the following: (1) Ocwen provided Plaintiff with a payoff quote in the amount of \$14,031.75, which was valid through July 16, 2013; (2) Plaintiff made the payment specified in Ocwen's payoff quote within the time period prescribed to do so; (3) Plaintiff made a written request to Ocwen on July 13, 2013, that Defendant close her Loan and releases its lien; (4) Ocwen had failed to file a satisfaction piece with the county recorder's office; (5) rather than releasing its lean on her home, Ocwen charged Plaintiff a "suspense fee" on her loan; (6) Plaintiff requested that Ocwen correct its errors by executing a release of her Loan and filing a satisfaction piece with the Chester County Recorder's office.

36. Ocwen received Plaintiff's letters of August 15, 2013 and September 5, 2013.

37. By letter dated October 16, 2013, Ocwen advised Plaintiff that her loan was paid-in-full and that her Loan account was closed. A redacted copy of Ocwen's October 16, 2013

letter is attached hereto as **Exhibit E**. Although Ocwen promised to file a satisfaction piece with the county recorder's office, it claimed that it could "take up to six (6) months" to do so. *Id.*

38. Ocwen belatedly filed a satisfaction piece with the Chester County Recorder's Office on March 21, 2014 -- approximately **253** days after Plaintiff paid her loan in full, **252** after Plaintiff's first written request that Ocwen record a satisfaction piece, and **198** days after her **third** written request. A redacted copy of the satisfaction piece filed on March 21, 2014, is attached hereto as **Exhibit F**.

39. Ocwen did not comply with its obligations under section 2605(e) in response to Plaintiffs' QWRs. Ocwen has failed to take timely action to correct the errors identified by Plaintiff, in violation of its obligations under section 2605(e) in response to Plaintiffs' QWRs. In particular, Ocwen has failed to file a satisfaction piece within the required time in the Chester County Recorder's office. Moreover, Ocwen's response was not adequate as it did not indicate it would file the loan satisfaction within the required time frame.

40. Ocwen reported Plaintiff's mortgage as "open" to credit agencies during the 60 day period following its receipt of her QWR, in violation of Section 2605(e)(3), which negatively affected Plaintiff's credit rating and credit worthiness.

41. As a direct and proximate result of Ocwen's failure to timely record a satisfaction piece with respect to the Loan, Plaintiff suffered economic harm and actual damages, including, but not limited to, being unable to refinance the first lien mortgage on her home, being required to pay a greater amount of interest on her existing first lien mortgage than she would have been required to pay had she been able to refinance this loan in July 2013, and the costs of bringing the instant lawsuit.

42. Ocwen's failure to timely record a satisfaction piece in this case is typical for Ocwen, which has a nationwide pattern and practice of recording satisfaction documents beyond the statutorily prescribed time limits to do so.

V. CLASS ALLEGATIONS

43. Plaintiff repeats and re-alleges every allegation above as if set forth herein in full.

44. Plaintiff brings this action pursuant to Fed. R. Civ. P. 23(a), (b)(2), (b)(3) and (c)(4), on behalf of herself and two Classes:

- a. All persons who were parties to a mortgage loan serviced by Ocwen that was secured by real property located within the Commonwealth of Pennsylvania, and who timely paid in full all amounts due under their mortgage loans pursuant to a payoff quote provided by Ocwen and requested in writing that Ocwen record a satisfaction of mortgage with the county recorder's office where the mortgage was recorded (commonly referred to as a "satisfaction piece"), but Ocwen failed to record a satisfaction piece within 60-days of its receipt of such request (the "MSA Class"); and
- b. All persons who were parties to a mortgage loan serviced by Ocwen that was secured by real property located within the Commonwealth of Pennsylvania, and who paid in full all amounts due or otherwise owed under their mortgage loans and subsequently submitted to Ocwen a QWR requesting that Ocwen record a satisfaction of mortgage with the county recorder's office where the mortgage was recorded, but Ocwen failed to record a satisfaction of mortgage within 60-days of its receipt of such QWR, and, as a result, suffered damages (the "RESPA Class").

45. Excluded from each of the proposed Classes are governmental entities, Defendant, Defendant's affiliates and subsidiaries, Defendant's current employees and current or former officers, directors, agents, and representatives, their family members, the members of this Court and its staff.

46. Plaintiff does not know the exact size or identities of the members of each proposed Class, since such information is in the exclusive control of Defendant. Plaintiff believes that each of the proposed Classes encompasses many hundreds and perhaps thousands of individuals whose identities can be readily ascertained from Defendant's books and records. Therefore, the each of the proposed Classes is so numerous that joinder of all members is impracticable.

47. Each of the proposed Classes is readily ascertainable since Ocwen's records identify each individual borrower who fits within the definition of each proposed Class.

48. Based on the number of Class members and the size of the penalties and damages at issue, Plaintiff believes that the amount in controversy with respect to each of the proposed Classes exceeds \$5 million.

49. All members of the proposed Classes have been subject to and affected by a uniform course of conduct by Defendant in that each obtained a payoff statement from Ocwen, timely made payment to Ocwen in the amount set forth in such payoff statement, made a request that Ocwen record a release / satisfaction piece with the county recorder's office, but Ocwen failed to timely record a release / satisfaction piece with the county recorder's office.

50. There are questions of law and fact that are common to the proposed Classes, and predominate over any questions affecting only individual members of the Classes. These questions include, but are not limited to the following:

- a. Whether Defendant engaged in the illegal course of conduct described in this Complaint.
- b. Whether Defendant's conduct violates Pennsylvania's Mortgage Satisfaction Act;
- c. Whether Defendants' conduct violates the federal Real Estate Settlement Procedures Act; and
- d. Whether the Court can order penalties, damages and enter injunctive relief.

51. The claims of the individual named Plaintiff are typical of the claims of the Class and do not conflict with the interests of any other members of the Class in that both Plaintiff and the other members of the Class were subject to the same conduct by Ocwen.

52. The individual named Plaintiff will fairly and adequately represent the interests of the Class. Plaintiff is committed to the vigorous prosecution of the Class' claims and has retained attorneys who are qualified to pursue this litigation and have experience in class actions, including consumer protection actions.

53. A class action is superior to other methods for the fast and efficient adjudication of this controversy. A class action regarding the issues in this case does not create any problems of manageability.

54. This putative class action meets the requirements of Fed. R. Civ. P. 23(b)(2), Fed. R. Civ. P. 23(b)(3), and Fed. R. Civ. P. 23(c)(4).

55. Defendant has acted or refused to act on grounds that apply generally to the Class so that monetary relief is appropriate respecting the Class as a whole.

56. Defendant has acted or refused to act on grounds that apply generally to the Class so that final injunctive relief or corresponding declaratory relief is appropriate respecting the Class as a whole.

VI. CAUSES OF ACTION

COUNT I – VIOLATIONS OF THE MSA

57. Plaintiff repeats and re-alleges every allegation above as if set forth herein in full.

58. At all times material hereto, Plaintiff and members of the MSA Class were owners of real property located within the Commonwealth of Pennsylvania encumbered by mortgage loans that were serviced by Ocwen.

59. Defendant Ocwen is a “mortgage servicer,” as that term is defined under the MSA, and Ocwen issued to Plaintiff a “payoff statement” as that term is defined in the MSA.

60. Under the MSA, 21 P.S. § 721-4, Ocwen is required to present for recording in the office where the mortgage is recorded a duly executed satisfaction piece upon its “receipt of payment of the entire mortgage obligation and tender of all required satisfaction and recording costs.”

61. Under the MSA, 21 P.S. § 721-7(b), Ocwen is required to record a satisfaction piece in the office where the mortgage was recorded within 60 days of the payment-in-full of the mortgage loan and its receipt of the borrower’s first written request to record a satisfaction piece.

62. Ocwen systematically fails to timely present for recording a satisfaction piece as required by the MSA.

63. Here, Ocwen failed to record a satisfaction piece in the office where the mortgage was recorded within 60 days of the payment-in-full of the mortgage loan and its receipt of Plaintiff’s first written request to record a satisfaction piece.

64. Plaintiff paid her loan in full, along with all required satisfaction and recording costs, as of July 12, 2013. Plaintiff requested in writing that Ocwen record a satisfaction piece on July 13, 2013, when she sent an email to Ocwen’s HELOC department asking that Defendant

close her Loan and releases its lien. Plaintiff again requested in writing that Ocwen record a satisfaction piece on August 15, 2013 and September 5, 2013.

65. Ocwen belatedly filed a satisfaction piece with the Chester County Recorder's Office on March 21, 2014 – approximately 253 days after Plaintiff's mortgage was paid in full, 252 after Plaintiff's first written request that Ocwen record a satisfaction piece, and 198 days after Plaintiff's third written request.

66. The Chester County Recorder of Deeds' office records satisfactions of mortgages expeditiously upon presentment.

67. By reason of the foregoing, Ocwen has violated the provisions of the MSA, and, as a result, Ocwen is liable to Plaintiff and the MSA Class for statutory penalties, attorneys' fees and costs.

COUNT II – VIOLATIONS OF RESPA

68. Plaintiff repeats and re-alleges every allegation above as if set forth herein in full.

69. At all times material hereto, Plaintiff and members of the RESPA Class were owners of homes located within the Commonwealth of Pennsylvania encumbered by mortgage loans that were serviced by Ocwen.

70. Ocwen was and is a mortgage loan "servicer" as such term is defined under RESPA.

71. The transactions in this case were "federally related mortgage loans" within the meaning of RESPA.

72. Plaintiff and the RESPA Class paid their loans in full, along with all required satisfaction and recording costs, and requested in writing that Ocwen record a satisfaction piece with the office in which their mortgages were recorded.

73. Plaintiff's and the RESPA Class' written requests to Ocwen to file satisfactions constitute QWRs pursuant to Section 2605(e) of RESPA which relate directly to the servicing of their mortgage loans.

74. Ocwen failed to correct the accounts of Plaintiff and the RESPA Class by filing with the office in which the mortgage was recorded a satisfaction piece within 60 days of Ocwen's receipt of Plaintiff's and the RESPA Class' respective QWRs.

75. By failing to correct Plaintiff's and other RESPA Class members' accounts by filing satisfaction pieces within 60 days of its receipt of a QWR, Defendant violated Section 2605(e)(2) of RESPA.

76. As a direct and proximate result of Ocwen's actions, Plaintiff and other members of the RESPA Class suffered actual damages.

77. Ocwen's conduct, as alleged herein, constitutes a pattern or practice of noncompliance with RESPA.

78. As a result of the violations of RESPA, Defendant is liable to the Plaintiff and other members of the RESPA Class for actual damages, statutory damages, costs and attorney's fees.

79. At all times relevant to this action, Ocwen has engaged in a pattern and practice of reporting mortgage loans as "open" to credit agencies during the 60 day period following its receipt of QWRs requesting the recording of satisfaction documents, which has negatively impacted the credit of Plaintiff and the RESPA Class.

80. Plaintiff and the RESPA Class have been damaged by Ocwen's actions (and failures to act) and representations in an amount to be proven at trial.

VII. PRAYER FOR RELIEF

WHEREFORE, the Plaintiffs respectfully request the following relief:

- a. Certify this case as a class action and appoint the named Plaintiff to be a Class representative and her counsel to be Class counsel;
- b. Enter a judgment declaring the acts and practices of Defendant complained of herein to constitute violations of the Pennsylvania Mortgage Satisfaction Act and the federal Real Estate Settlement Procedures Act, together with an award of monetary damages and other available relief on those claims;
- c. Grant a permanent or final injunction enjoining Defendant's agents and employees, affiliates and subsidiaries, from continuing to harm Plaintiffs and the members of the Class;
- d. Order Defendant to adopt and enforce policies that ensures its compliance with the requirements of the Pennsylvania Mortgage Satisfaction Act and the federal Real Estate Settlement Procedures Act;
- e. Award actual and statutory penalties to the Plaintiff and the Class in amounts to be proven at trial;
- f. Award actual and statutory damages to the Plaintiff and the Class in amounts to be proven at trial;
- g. Award restitution and prejudgment interest;
- h. Award Plaintiff the costs of this action, including the fees and costs of experts, together with reasonable attorneys' fees; and
- i. Grant Plaintiff and the Class such other and further relief as this Court finds necessary and proper.

VIII. JURY TRIAL DEMANDED

Plaintiff demands a trial by jury on all issues so triable.

Respectfully submitted,

DATED: May 15, 2014

BERGER & MONTAGUE, P.C.

By /s/Eric Lechtzin
Todd S. Collins
Eric Lechtzin
1622 Locust Street
Philadelphia, PA 19103
Telephone: 215-875-3000
Facsimile: 215-875-4613
E-mail: tcollins@bm.net
E-mail: clechtzin@bm.net

Ann Miller
ANN MILLER, LLC
261 Old York Road, Suite 524
Jenkintown, PA 19046
Telephone: 215-238-0468
Facsimile: 215-405-2653
E-mail: ara@attorneyannmiller.com

Attorneys for Plaintiff and the Class

Exhibit A



Ocwen Loan Servicing, LLC
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409

WWW.OCWEN.COM

07/09/13

PAYOFF QUOTE

Jill Dempsey

Email Address: [REDACTED]

Loan Number: [REDACTED]
Customer Name(s): Jill Dempsey
Property Address: [REDACTED] Phoenixville, PA 19460

As requested, the following is a breakdown of the payoff funds due on or before 07/16/13. Property taxes or insurance payments that come due may still be paid after this quote is issued. Please continue to make timely monthly mortgage payments until the loan is paid off to avoid any derogatory credit reporting.

Description	Amount Due
Principal	13,950.00
Interest	81.75
Total Amount Due	\$14,031.75

Next Due Date	07/20/13
Quoted Date	07/09/13
Payoff Quote Expiration Date	07/16/13
Grace Period End Date	08/05/13
Original Principal Balance	\$47,000.00

Given below is a breakdown of the interest that is shown above in the amount of \$81.75 due on or before 07/16/2013. Please note that interest is generally charged in arrears. On a normal amortizing loan, the current month's payment will include the interest charges for the previous month. The unpaid principal balance is not the payoff amount.

From	To	Interest Amount	Interest Rate	Principal Bal.	Daily Per Item	# Days
06/01/13	06/30/13	54.32	4.75	13,965.83	1.81747100	30
07/01/13	07/15/13	27.23	4.75	13,950.00	1.81541100	15

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

NMLS # 1852



Owen Loan Servicing, LLC
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409

WWW.OWEN.COM

penalty in accordance with the terms of the Note or Deed of Trust/Mortgage. Such documentation must be provided to the Payoff Department at the address above within sixty (60) days following the date that the payoff was made.

11. If you have questions regarding this payoff quote, please contact our Customer Care Center at .
12. If, after speaking with our Customer Care Center, you still have questions or concerns, please feel free to contact the Owen consumer advocate at the address above, by email at Ombudsman@owen.com, or by phone at (800) 390-4656.
13. Please visit Owen's website at WWW.OWEN.COM to verify the social security number on file for the purposes of year-end tax reporting.

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

NMLS # 1852

Exhibit B



OCWEN

OCWEN Loan Servicing LLC
HELPING HOMEOWNERS IS WHAT WE DO!™
WWW.OCWEN.COM

07/15/13

Re: Account Number: [REDACTED]
Property Address: [REDACTED]
Phoenixville, PA 19460
Borrower: Jill Dempsey

[REDACTED]
Phoenixville, PA 19460

My signature below authorizes you to close the above-mentioned account.

Jill Dempsey

Acknowledgment certificate

STATE OF PA

COUNTY OF Chester

The foregoing instrument was acknowledged before me this 1st day of Aug, 2013
by Jill Dempsey who (is personally known to me / produced Doctors License
as identification.

Kyona R. Hamilton
(Signature of Notary Public)



Kyona R. Hamilton

JKL405.4

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

NMLS #: 1852

Exhibit C

September 5, 2013

Ocwen Loan Servicing, LLC
Attention: Home Equity Line of Credit Operations
P.O. Box 24642
West Palm Beach, FL 33416

Re: Loan Number [REDACTED]
Property Address: [REDACTED], Phoenixville, PA 19460

To Whom It May Concern:

Pursuant to my past request, I request that you release the lien held against my residence, file that release of lien document with the appropriate county, and I request that you issue me a Mortgage Satisfaction Letter and a Paid In Full Letter. As I was previously told by your Customer Service Representatives, because your office purportedly does not have telephones, I should e-mail my request (see the attached document). Since providing your department the e-mail, I received correspondence from your company requiring a notarized form letter to close out the Home Equity Line of Credit (HELOC) account. I took that form, met with a notary public, it notarized, and mailed it to your department (see attached). I know that you received this form letter prior to August 14, 2013, because Ocwen employees confirmed that it was received. Since a number of employees at Ocwen now allege that your department did not receive that correspondence, I'm enclosing yet another copy.

Enclosed you will also find a check, number 304, in the amount of \$52.00 made to Ocwen. The purpose of this check is to pay the county's fee associated with recording the Satisfaction and Release of Lien.

I have obliged by all of your company policies. I have wired the final payoff (at a cost to me); I have had your form notarized and provided to you (at least twice); I have paid a "Suspense Fee", which no one in your company can define, even though I had a zero balance on an Interest only 80/20 piggyback mortgage issued as a HELOC; I have been threatened by your employees to pay the "Suspense Fee" or be reported to the credit bureaus, as well as your 15 Point Loan Servicing Customer Commitment Plan; I paid that Suspense Fee; I have contacted Ocwen repeatedly because no one at your company can purportedly speak with your department to obtain any updates as to where you are at closing out this loan, which by the way cannot be "drawn upon" because there never was an "Available Balance" since you've had this lien.

I also respectfully request that you provide me with a written explanation as to why Ocwen has not provided me with a refund due to overpayment, which your company has held since at least July 13, 2013. If you require any further hoops for me to jump through, please advise me within 5 days

(Continued on the next page)

(Continued from the previous page)

To summarize:

1. Please find the enclosed notarized form requiring you to close this account.
2. Please provide me with a Paid In Full Letter.
3. Please provide me with a Satisfaction of Mortgage Letter.
4. Please provide me with a Release of Lien.
5. Please file with my county the Release of Lien.
6. Please utilize the enclosed check, #304 payable to Ocwen, to pay the fee that you would ultimately charge me for filing the Release of Lien with my county.
7. Please notify me within 5 days of receipt of this letter if there are any further requirements to close this account.
8. Please provide me with written communication as to why Ocwen has not provided me with a refund for overpayment.
9. Please provide me with written communication as to what a "Suspense" fee is and why I was charged this amount during the August 2013 billing statement.
10. Please provide me with written communication addressing each of these concerns directed to Ocwen.

Enclosed you will find the following:

1. The e-mail communication sent to your department on July 16, 2013.
2. The notarized form letter previously mailed to your company, but provided again for convenience.
3. A check, #304 payable to Ocwen, for \$52.00, which is the fee that my county may charge to file the Release of Lien/Mortgage Satisfaction.

Sincerely,



Jill S. Dempsey

REDACTED
Phoenixville, PA 19460

Subject: PIF/Release of Lien (if any) Letters

From: Jill Dempsey [REDACTED]

To: heloc@ocwin.com;

Date: Tuesday, July 16, 2013 11:00 AM

Loan Number: [REDACTED]

I spoke with Customer Service who advised that they could not assist me, and that I would have to send an electronic mail message to your department. I am seeking a release of any lien associated with this HELOC (see loan number above) as well as a Paid in Full letter. Please send those letters via electronic mail to the address used to submit this request as well as mail those letters to:

Jill S. Dempsey
[REDACTED]
Phoenixville, PA 19460

Thank you for your time,
-Jill

Exhibit D

<p>RECIPIENT INFORMATION</p>	<p>DELIVERY INFORMATION</p>
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee x <i>N. Hadas</i></p> <p>B. Received by (Printed Name) Date of Delivery <i>SEP 07 2013</i></p>
<p>1. Article Addressed to:</p> <p><i>Ocwen Loan Servicing LLC Attention: Home Equity Line of Credit Operations PO Box 24642 West Palm Beach, FL 33416</i></p>	<p>1). Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> O.D.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p><i>7012 3050 0001 6742 1151</i></p>
<p>PS Form 3811, February 2004 Domestic Return Receipt 102695-02-14-1040</p>	

Exhibit E



Owen Financial Corporation
HELPING HOMEOWNERS IS WHAT WE DO!SM
WWW.OWEN.COM

10/16/2013

Jill Dempsey
REDACTED
Phoenixville, PA 19480

Loan Number: REDACTED

Property Address: REDACTED Phoenixville, PA 19480

Dear Borrower(s):

Congratulations on paying your mortgage loan in full as of 9/6/2013. It has been our pleasure to service your account. Owen will send the lien release document to the county courthouse in which your property resides. Once we receive confirmation that the release document has been recorded, we will forward you that information for your records. Depending on the state and county involved, this final step can take up to six (6) months. Please be assured that we will send you the information as soon as it is available to us.

Recordation of this document fulfills our legal obligation to acknowledge that your loan is paid in full. This recordation also makes it a matter of public record that Owen no longer claims any interest in the above property with respect to this loan.

This letter is contingent upon a final audit of any check or draft previously received and applied to the loan. In the event that there are any "stop payment" orders or checks returned for non-sufficient funds (NSF) that adversely affect this payoff, the funds must be collected from you immediately. We will take whatever steps are necessary to preserve our claim of interest, which may include cancellation of the recordation of the satisfaction. Any payoff overage or escrow balances will be returned to you after this audit has been completed. In general, escrow balances and any overpayment of funds are returned within thirty (30) days of the paid off date indicated above.

Please contact your insurance agent and taxing authority to ensure future bills are mailed to you to avoid cancellation or tax penalties. Please notify us of any change of mailing address so we can update our records for year-end reporting.

If you have any further questions, please call our Customer Care Center at (800) 746-2936 Monday to Friday 8:00 am to 9:00 pm, Saturday 8:00 am to 5:00 pm or Sunday 9:00 pm to 9:00 pm ET.

Sincerely,

Owen Financial Corporation

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended or and does not constitute an attempt to collect debt.

Exhibit F

Prepared by : Christian Lazu
Cowen Loan Servicing, LLC
5720 Premier Park Dr,
West Palm Beach, FL 33407
18825949279407
Investor #: 4578
DATE: ~~SEPTEMBER 10, 2013~~ **October 9**
MIN: 1000997-8267949279-8
MERS Ph.#: 1-888-879-8377

When Recorded Mail To:
Financial Dimensions, Inc.
1400 Lebanon Church Rd
Pittsburgh, PA 15236

RETURN TO

931961

PENNSYLVANIA
SATISFACTION OF MORTGAGE
KNOW ALL MEN BY THESE PRESENTS

That MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY FOR GMAC MORTGAGE CORPORATION its successors and assigns does hereby certify that a certain Indenture of Mortgage bearing the date DECEMBER 28, 2004, made and executed by JILL DEMPSEY (Mortgagor) to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY FOR GMAC MORTGAGE CORPORATION (Mortgagee), whose address is 1901 E Voorhees Street, Suite C, Danville, IL 61834/PO Box 2026 Flint, MI 48501-2026 to secure payment of the principal sum of \$47,000.00 is duly recorded in the Recorder's office of CHESTER County, Pennsylvania in Mortgage Book 8375 at Page 1231 as Instrument number 10493074 on DECEMBER 28, 2004.

This Mortgage is secured by the real estate identified as:

Tax I.D. # [REDACTED]
Property Address: [REDACTED] PHOENIXVILLE, PA
and further described in

LEGAL DESCRIPTION:

ALL THAT CERTAIN lot or piece of ground situate in East Pikeland Township, County of Chester, Commonwealth of Pennsylvania, described as Unit No. 37 Model "B" on final Subdivision Plan of "Powder Mill" dated March 24, 1988, last revised December 26, 1989 prepared by Hopkins & Scott, Inc., Registered Surveyors, Kimberlin, PA and more fully described as follows, to wit:

BEGINNING at a point a corner of Units #37 and #38 said point being measured the five following courses and distances from a point marking the intersection of the center line of Powder Mill Drive (50 feet wide) and the center line of Kimberlin Road (variable width) (1) along the center line of Powder Mill Drive, North 13 degrees 05 minutes East 248.00 feet to a point (2) still by same on a line curving to the right with radius of 350.00 feet the arc distance of 276.42 feet to a point, the intersection of the center line of Continental Circle, (3) along center line of Continental Circle, North 31 degrees 37 minutes West 105.00 feet to a point (4) still by same on a line curving to the left with a radius of 440.00 feet the arc distance of 186.35 feet to a point (5) leaving said center line North 34 degrees 06 minutes 56 seconds East 48.00 feet to the point of beginning, thence from said beginning point and along Unit #38 and through a party wall dividing Unit # 38 from Unit #37, North 36 degrees 15 minutes 40 seconds East 41.00 feet to a point, thence along Unit # 37 South 53 degrees 44 minutes 20 seconds East 26.0 feet to a point in line of Unit #36, thence along Unit #36 and through a party wall dividing Unit #36 from Unit #37, South 36 degrees 15 minutes 40 seconds West 36.00 feet to a point, thence along Unit #37 the three following courses and distances (1) North 53 degrees 44 minutes 20 seconds West 15.00 feet to a point (2) South 36 degrees 15 minutes 40 seconds West 5.00 feet to a point (3) North 53 degrees 44 minutes 20 seconds West 11.00 feet to the first mentioned point and place of beginning.

This Mortgage has been paid and that upon the recording of this instrument the said mortgage shall be and is hereby forever SATISFIED AND SHOULD BE DISCHARGED OF RECORD.



MERS acknowledges that the beneficial owner has received FULL payment of \$ 47,000.00

IN WITNESS WHEREOF the said Corporation has caused its common or corporate seal to be hereunto affixed on ~~SEPTEMBER 10~~, 2013.

~~SEPTEMBER 10~~ ^{OCTOBER 9, 2013}
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS)

By _____
Name: Noemi Morales
Title: Vice President

ATTESTED TO:
By _____
Name: Leticia N. Arias
Title: Assistant Secretary

STATE OF FLORIDA }
COUNTY OF PALM BEACH } ss.

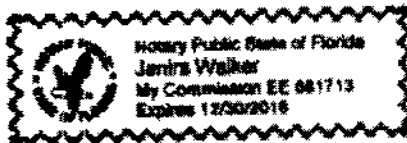
~~SEPTEMBER 10~~ ^{OCTOBER 9,} 2013, the foregoing instrument was acknowledged before me, the undersigned, a Notary Public for said County and State, personally appeared Noemi Morales, a Vice President of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., on behalf of the corporation. Noemi Morales is personally known to me.

Sworn to and subscribed before me, on ~~SEPTEMBER 10~~ ^{OCTOBER 9,} 2013

Notary Public Janira Walker

I hereby certify the address of the Entity Releasing this Mortgage is: c/o Owen Loan Servicing, LLC
5720 Premier Park Dr
West Palm Beach, Florida 33407

NAME: _____
Victoria Vazquez



MIN: 1000697-8257049279-9
MERS Ph.#: 1-888-679-8377

