

**SAMPLE DOCUMENT**

Every figure, date, and name below is fabricated for illustration. This is not a real client file and does not describe any actual homeowner, servicer, creditor, or loan. It shows the categories of record we assemble and the form the determinations take.

CONTRACT & SERVICING EXAMINATION

What a contract and servicing examination produces

Not a summary of the homeowner's position. A record of what the party demanding payment has and has not substantiated, and what follows from that.

FILE	LOAN ORIGINATED	ORIGINAL PRINCIPAL	STATUS AT INTAKE
SAMPLE-0000	March 2019	\$214,500	Default, 14 months
EXAMINATION PERIOD			
7 months			

The determination

5 of 6

elements required to enforce this obligation are not substantiated on the record produced. The homeowner has been directed to cure to a party whose entitlement to receive the cure has not been established.

ELEMENT REQUIRED TO ENFORCE	WHAT THE PRODUCED RECORD SHOWS	DETERMINATION
Standing entitled to enforce	Copy of the note produced. No original tendered. Endorsement chain incomplete and one endorsement undated.	✗ Not substantiated
Ownership who owns the obligation	Written request for the identity of the owner of the obligation issued twice. Unanswered at 63 days.	✗ Not substantiated
Holding and custody who possesses, and since when	No custodial record, no receipt, no chain-of-custody log produced in response to request.	✗ Not substantiated
Chain of assignment	Four years with no recorded transfer. Second assignment recorded after the default it is used to support.	▲ Partial, with a gap
Authority for the amounts	Four charges assessed with no authorizing document produced. One duplicated. One unitemized.	✗ Not substantiated
Creditor's satisfaction ledger what the creditor has already received	Not disclosed. The contract does not require its disclosure and no accounting was produced on request.	✗ Not substantiated

Each row above states what was requested and what the produced record does and does not establish. Whether this party is ultimately entitled to enforce is for a court. What the record currently substantiates is not an open question, and it is stated here as found.

The section that follows is different in kind. It concerns the conduct of the party demanding payment after it was told, in writing, that these facts were disputed. Those are findings about conduct, and they do not depend on how the entitlement question is eventually answered.

1. Conduct of the agent after notice

The servicer acts as agent for a principal whose authority to enforce is the very fact in dispute. An agent cannot rely in good faith on a principal's authority after being told that authority is contested and declining to look. From the moment written notice is given, the agent's own conduct is in issue, separately from whatever the principal's authority turns out to be.

NOTICE GIVEN	DUTY TRIGGERED	WHAT THE AGENT DID	DETERMINATION
Written notice identifying specific disputed facts: incomplete endorsement chain, no custodial record, owner of the obligation unidentified. Delivery confirmed.	Conduct a reasonable investigation, then correct the error or state the basis for concluding none occurred	No investigation record produced. Response restated the original figures without addressing any identified fact.	✗ Duty not performed
Second notice stating expressly that the prior response contained no substantiating document, and itemizing what remained missing.	Renewed duty. Any question of constructive notice is now resolved into actual notice.	Receipt acknowledged. Production declined on the stated ground that no obligation to produce existed.	✗ Duty not performed
Both notices delivered while collection activity was ongoing.	Where the party is acting as a debt collector, cease collection until verification is obtained and mailed	Demand letters and fee assessments continued throughout.	✗ Collection continued without verification
Foreclosure referral issued while both notices were open and unanswered.	Advance the action on facts the party has verified	Referral issued. No verification of the disputed facts appears anywhere in the produced record.	✗ Advanced on unverified facts

The distinguishing feature of this file is not that the servicer was unable to substantiate its assertions. It is that the servicer was told precisely what was missing, told a second time that its own answer contained nothing responsive, and proceeded anyway while continuing to assert the figures in an authoritative capacity. On this record that is not an unresolved question. The duty existed, the notice was received, and the investigation was not performed.

WHY THIS BEARS ON THE HOMEOWNER'S POSITION

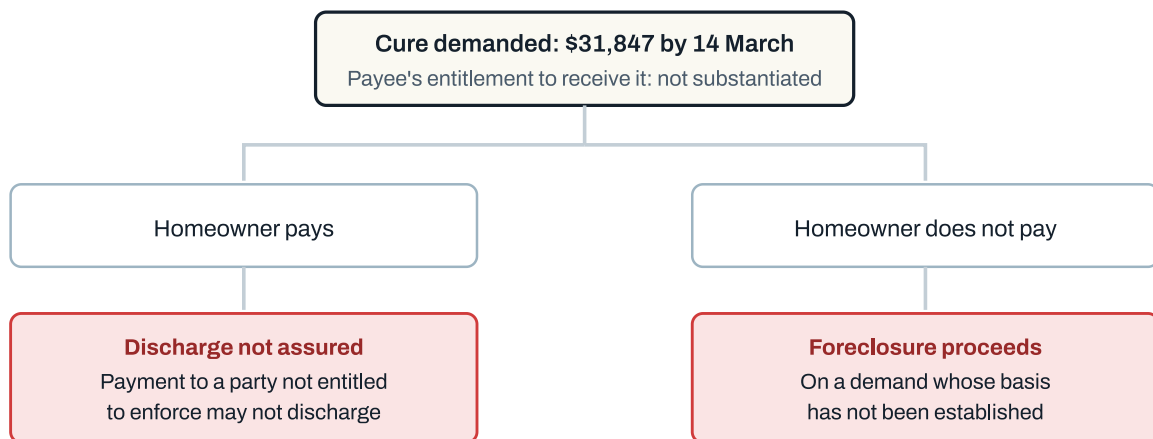
These findings survive independently of the entitlement question. Even if ownership is later established, it does not retroactively supply an investigation that was never conducted, and it does not cure a foreclosure advanced on facts the advancing party had been told were disputed and declined to verify.

Where a court or a regulator agrees that a foreclosure proceeded under those conditions, the conduct can bear on the validity of the sale itself and may support setting it aside. Availability depends on the state, on whether the foreclosure is judicial or non-judicial, and above all on whether a contemporaneous record exists. That is why the notices, the delivery confirmations, the dates, and the responses are preserved as they occur. A record reconstructed after a sale is worth a fraction of one built while the conduct is happening.

2. The cure trap

This is the section housing counselors tell us they had not considered, and it sits directly on top of the work counselors do every day.

A homeowner in default is told to cure. Curing means paying a specific sum to a specific party by a specific date. But payment discharges an obligation only when it is made to the party entitled to enforce it. Where entitlement has not been substantiated, the homeowner is being asked to perform without being able to confirm that performance will count.



Substantiation is what removes the trap. It is the thing being withheld.

Whether payment to a particular party discharges an obligation is governed by the applicable state's commercial code and the terms of the instrument. What is established here is that the homeowner was placed in this position, and by whom.

WHY THIS MATTERS TO A COUNSELING AGENCY SPECIFICALLY

A cure plan is one of the main things a counselor builds. If the payee's entitlement has never been established, the plan rests on an assumption nobody has tested. Establishing it protects the homeowner's payment and it protects the plan. Where it cannot be established, that is itself the finding, and it changes the conversation from how much to whom.

3. Contract construction and the creditor's ledger

An obligation can be discharged once. What the creditor has already received determines what remains owing. In most of these contracts that figure is never disclosed and is not required to be.

The instrument is drafted so that the borrower's obligation is stated with precision while the creditor's own accounting is left undefined. There is no term describing what the creditor's ledger looks like, what it credits, or what reduces it. The homeowner is not a surety and has no obligation to reimburse third parties who may have paid the creditor on this obligation. Yet without disclosure of what the creditor has received, the amount actually required to satisfy the obligation cannot be computed from the record at all.

Established on the record Not disclosed and not computable from what was produced

Demanded from the homeowner		\$31,847
Received by the creditor from any other source	not disclosed	unknown
Net required to satisfy	cannot be computed	unknown

The middle row is the finding. Not that a payment was received, but that the contract permits the demand to be made without ever disclosing whether one was.

CONSTRUCTION ISSUES DOCUMENTED ON THIS FILE

- No defined term for the creditor's account, its credits, or what reduces the balance
- "Lender" used interchangeably for originator, holder, servicer, and assignee, with no term distinguishing them

- No disclosure obligation attaching to sums received by the creditor from any source other than the borrower
- Reinstatement figure stated as a total with no itemization requirement
- Ambiguity as to which party is entitled to receive performance, drafted by the party asserting the right

4. Creditor and servicer performance

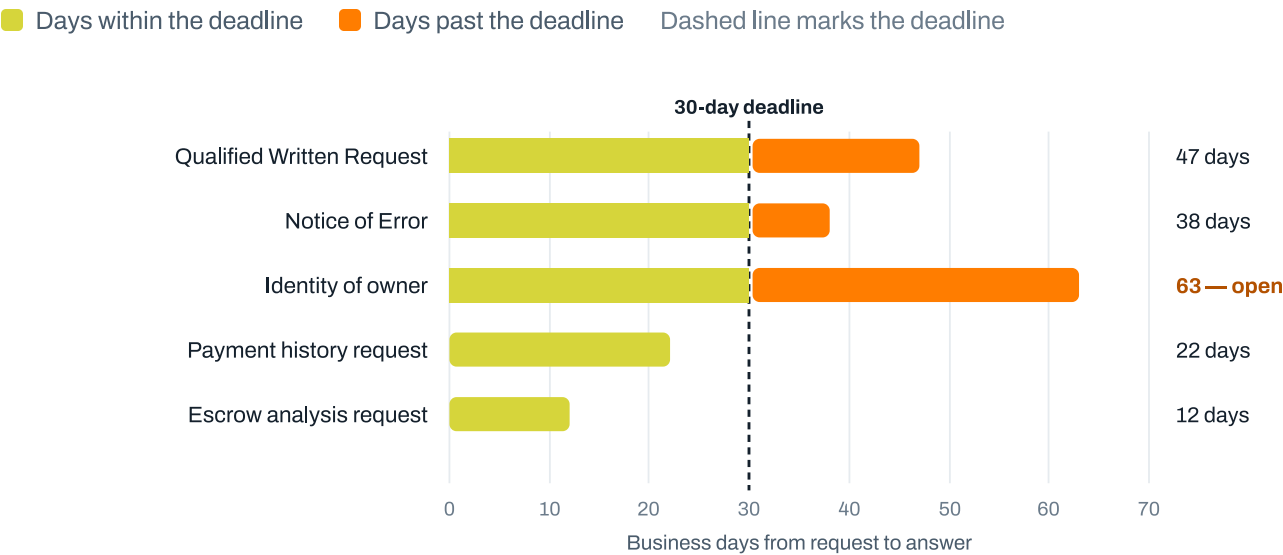
Default is not a one-directional concept. The contract imposes obligations on both parties, and the record shows where the other side did not meet its own.

OBLIGATION	WHAT THE RECORD SHOWS	DETERMINATION
Apply payments as the instrument directs	Three payments routed to suspense and fees while the instrument directs application to interest then principal.	✗ Not met
Respond to written requests within the statutory period	Three of five requests answered late. One unanswered at 63 days.	✗ Not met
Identify the owner of the obligation on written request	Requested twice. Not provided.	✗ Not met
Assess only charges the contract authorizes	Four charges with no authorizing document. One duplicate.	✗ Not met
Conduct escrow analysis on the documented figures	Stated shortage exceeds the figure supported by the tax and insurance records by \$3,182.	▲ Deviation
Evaluate a complete loss mitigation application	Application acknowledged, then treated as incomplete for a document already in the file.	! Contested

Where a creditor or servicer has not performed its own obligations, that bears on what it may demand and on what remedies the homeowner has. It is also the part of the file that is almost never assembled, because it requires reading the contract against the conduct rather than against the payment history.

5. The statutory clock

Written requests carry deadlines. We send them, date them, and measure the answer against the clock. A missed deadline is a documented fact independent of what the answer says.



Deadlines shown are illustrative. The applicable clock depends on the request type and the governing rule.

6. Charge-by-charge audit

DATE	CHARGE	AMOUNT	AUTHORITY PRODUCED	DETERMINATION
2024-03-11	Property inspection ×6	\$540	None	✗ No authority
2024-05-02	Attorney fee	\$3,250	Note ¶7	✓ Supported
2024-06-18	Late charges	\$1,842	Note ¶6, partial	! Partly supported
2024-08-04	Broker price opinion ×3	\$375	None	✗ No authority
2024-09-22	Corporate advance	\$2,410	Not itemized	▲ Unitemized
2025-01-14	Late charge	\$307	Duplicates 2024-06-18	✗ Duplicate
Questioned		\$3,632	No authority, unitemized, or duplicated	

7. Conduct meeting referral thresholds

This section is narrower than the ones above by design. The conduct findings elsewhere in this file are stated as found. Here we document facts and name what they may implicate, without characterizing anyone's conduct as criminal, because that characterization belongs to a prosecutor and because a referral is only usable by one if it arrives in this form.

DOCUMENTED FACT	WHAT IT MAY IMPLICATE	STATUS
Assignment executed by a signer holding simultaneous officer titles at three unrelated entities, on the same date	Instrument execution and acknowledgment requirements; state recording statutes	▲ Referable
Notarial certificate dated in a jurisdiction where the signer's commission is not recorded	State notary and false-instrument statutes	▲ Referable
Sworn statement of amounts owed that conflicts with the servicer's own produced ledger	False statement and perjury provisions applicable to the forum	▲ Referable
Notices mailed asserting a sum whose basis was not established at the time of mailing	Federal mail and wire fraud provisions, 18 U.S.C. §§ 1341, 1343	! Under review

HOW WE HANDLE THIS CATEGORY

These entries are collected because a homeowner, an attorney, or a regulator may need them, and because the same fact patterns recur across files in a way that is only visible in aggregate. The facts in the left column are documented and stated as found. What we withhold is only the legal characterization in the middle column, which is not ours to make. Where a homeowner does not want this pursued, it is not pursued.

8. What the homeowner can do with this

- **With their counselor.** A cure conversation that starts with whether the payee is entitled to receive the cure, and a verified figure rather than a stated one.
- **With an attorney.** The evidentiary groundwork already assembled, which is usually the expensive part.

- **With a regulator.** A complaint with documents attached rather than a narrative.
- **With the servicer.** Specific written challenges on the record, each carrying its own clock.

THE THING COUNSELORS TELL US THEY DID NOT EXPECT

A homeowner who stopped paying is generally treated as out of options. Where the amount demanded is not substantiated, or the party demanding it has not established entitlement, that assumption is worth testing before the file is closed. It does not always change the outcome. It changes what can be argued.

9. Why this is a membership and not a one-time report

None of the above could be produced in a week. Each written request runs on a statutory clock measured in weeks, and each answer determines the next request. The examination advances at the speed the law gives the other side to respond, and someone has to track every deadline in between.

MONTH	WHAT HAPPENS
1	The homeowner asks for an inquiry and it begins. We do not screen files first. Whether the record holds up is the question the work answers, not a condition of starting it.
1-2	Authorization signed. First written requests issued and docketed against their deadlines.
2-4	Responses arrive or do not. Missed deadlines recorded. Production reconciled against the payment and escrow history.
4-6	Second-round requests on what was withheld. Contract construction, charge audit, and chain of transfer completed.
6+	Record maintained as the case moves. New notices, charges, and deadlines continue to be captured.

A one-time report captures month two and stops. The value is in the months after, when the other side's own responses become the record.

WE DO NOT DECIDE WHETHER A CASE IS WORTH PURSUING

No one can tell from the outside whether a servicing record holds up. A court would not attempt it either. If a homeowner wants the inquiry made, we make it, and the answer comes out of the work rather than out of a screening call. Sometimes the record is clean and the file says so. That is a result, not a wasted month, and it is worth more to a homeowner than a guess.

WHAT IT COSTS

TIER	PRICE	WHAT IT COVERS
Free	\$0	Document upload, summary analysis, issue identification, and an overview of what is missing from the file
Analysis	\$129 / month	Full analysis report with compliance scoring, self-analysis wizard, case tracking, document vault
Expert File Review	\$199–\$299 one time	Add-on. Investigator review, written roadmap, recorded session, regulatory assessment
Full service	\$599 / month \$1,499 / three months \$5,999 / year	Dedicated case manager, formal notice and affidavit drafting, QWR coordination and monitoring, regulatory complaint preparation, arbitration facilitation. The annual term includes the Expert File Review.
Enterprise	Custom	Referral partnerships and shared-market referrals, consulting, custom training. This is the tier that covers an agency relationship.

Plus 20% of any cash amounts recovered, whether under Regulation E or otherwise. That is the only part of the fee structure tied to a result.

Fees are charged upfront at the published rates. The work shown above sits in the full service tier, which is what an examination of this depth requires. Current pricing is at servincorporated.com/pricing.

WHAT THE FEE STRUCTURE DOES NOT DO

We do not promise an outcome, and we never have. A homeowner pays for the examination itself, not for a result we have predicted. If the record turns out to be clean, the file says so and that is a real answer. The recovery share exists so that where money does come back, our interest and the homeowner's point the same direction. It is not an estimate that money will come back, and nothing in our pricing should be read as one.

10. If cost is the obstacle for your client

Some agencies have client assistance funds, foundation grants, or state and local dollars they can apply to a specific household. Where that is available, an agency can cover or offset the membership for a client who cannot.

PLEASE VERIFY ELIGIBILITY BEFORE COMMITTING ANY FUNDS

We are not in a position to tell you what your funding may be used for and will not suggest otherwise. Whether HUD housing counseling grant funds specifically can be applied to a third-party service on a client's behalf depends on your grant terms, the applicable cost principles, and your HUD point of contact. Non-HUD and discretionary funds are usually the simpler path. Please confirm with your grant administrator rather than relying on anything in this document, and tell us if the answer is no, because nothing about a referral depends on it.

There is no cost to your agency to refer and no fee paid in either direction. Referral is never conditioned on an agency subsidizing anything.



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Serv Inc. is not a law firm and does not provide legal advice. Serv Inc. is not a HUD-approved housing counseling agency. Determinations state what the produced record establishes and what duties were and were not performed on that record; whether a given fact ultimately entitles anyone to relief is for a court or a regulator. We do not characterize conduct as criminal, and no entry in this document alleges that any person committed an offense. Rights, deadlines, and remedies vary by loan type, forum, and state law. Nothing here is a prediction or guarantee of any outcome.