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Colorado State Senate Judiciary Committee
5/4/2012

I started working with the servicer of my mortgage at the end of 2008 – three months before the federal Home Affordable Modification Program came into effect. That program, I believe, is scheduled to expire at the end of this year and I wonder if I will have succeeded with a modification before the end of the program.

I find it hard to believe that for a business to do the right thing requires intervention by the state legislature, but given my own experiences over the last 3 ½ years, I can tell you it's not only necessary -- it's way past due.

This is only the second home I have purchased in my life, living 14 years in a small brick home near Sloan Lake before taking the equity in that and moving to 3 1/3rd acres and an 1,800 square-foot house near Bailey in 1998.

I refinanced in May of 2007, taking a high interest rate 6.75% loan with the intent of improving my credit score by paying down all of my unsecured debt and refinancing a couple of years later. I did get my score up to 800 before the economy faltered; I helped a couple of other friends with their living arrangements along the way and still have an uninsured and underemployed friend now living with me.

With the economic downturn, a portion of my income dropped and I was forced to again dip into my unsecured accounts and began to run into trouble at the end of 2008. Note that my mortgage had been funded by First Magnus, a company that filed for bankruptcy only a few months after funding my loan. I never knew who the "investor" was.

Wells Fargo became my loan servicer and in December of that year, unsolicited by me, they offered to modify my mortgage. That was a new term to me -- a modification -- and I naively thought that the offer they made -- and that I accepted -- was to help me. They sent agreements to reduce the interest rate a full 2 percent, add the couple of months of unpaid interest back to the principal, and extend the term of the loan.

I had authorized Wells to automatically take my new mortgage payment from my checking account in March and I didn't think twice about it.

After the payments weren't coming out, I began making phone calls. A representative in collections said it appeared there was a problem and maybe a second set of modification documents were being processed. She would get back to me, but she never did and never returned additional calls.

I'd been told to not make any more payments (yes, really), and that the principal was being rolled into a new modification.

Weeks passed and I finally tracked down a woman in their Ft Mill Loss Mitigation department who obviously had experience and could tell that others in the company had been doing some things incorrectly. She was so helpful that I tracked down the name of her supervisor and sent him a fax commending her efforts.

In response to other complaints I have filed since, I only learned earlier this year that because I didn't return a second set of documents (that I never received but asked for repeatedly), that they decided the second offer was "null and void," and that the first offer they sent me was incorrect and replaced by the second offer.

I was told I would have to apply now for a HAMP loan modification. Details of the program were announced in March and the company appeared stalling to see what benefit it might get by participating.

The first HAMP application was drawn up quickly and denied just as fast. On the Wednesday of Memorial Day week that year, I received a phone call that I needed to send additional detailed financial documentation. No time line was mentioned, but I faxed them back a week later.

It was only after I called to confirm all was well a few days after sending the requested items that that I learned that HAMP 1 was denied on May 29, "for failure to return documents requested." That was less than 48 hours from when they first called to request them.

In a rush to move on, I received two letters dated June 5 – telling me to contact their short sale department and a second telling me that they had turned my loan over to their foreclosure attorneys.

I was livid, and I expressed my "disappointment" to all I spoke with. The lady in the short sale department had even told me such problems "weren't uncommon."

On to HAMP 2.

On June 25, 2009, I received a "you did it" letter, congratulating me on entering into a HAMP modification plan. My first \$1,605 trial payment was made July 27.

Trial payments 2 and 3 were made after which I received a new letter in October saying "I had been pre-qualified" for a loan modification program. The letter mentioned a firm they had hired to facilitate communications called Titanium Solutions. I thought that odd, given I had been communicating with Wells Fargo, and given they had approved a modification and had been taking trial payments, but on November 3, the representative arranged a conference call in which Wells verified to us all that they had all documentation they needed.

That same day, they took a 4th "trial payment." On December 3, a 5th.

You all know the trial payment programs are supposed to last only 3 months, right?

December 9 I received the same letter I had received in October saying "I had been pre-qualified" for a loan modification program.

On January 4, 2010, I was visiting my friend in New Mexico. I received a call asking me to produce new documents. I advised the caller I was out of town but we agreed that I would get the requested items to them by January 15. I later verified that note was in their system.

In spite of that, I later received a letter dated January 5, 2010, saying my modification had been denied "because you did not provide us with all of the information needed within the time frame required per your trial modification workout plan." That same day, January 5, the bank took a 6th \$1,605 "trial payment" from my checking account.

Back home, I received a call from a gentleman in "late stage collections" on January 13 who told me of the January 5 denial. He read the notes about my January 15 agreement, said he would do what he could to move the mod back to HAMP.

In speaking with another representative two weeks later, who earlier had identified herself as my "single point of contact," I learned she was also in late stage collections. She told me that my HAMP 2 modification was **actually denied "a couple months ago," but that it was Wells Fargo policy NOT to advise when a HAMP loan was denied** but rather to forward it to her department. She was working on a new modification "only a couple hundred dollars a month more" than my current one, she said.

On January 29, 2010, attorneys for Wells Fargo filed a motion for sale and Rule 120 hearing in Park County District Court.

I received a letter dated February 1, saying my modification had been denied "because the investor on your mortgage has declined the request."

A week later I received another "you did it" letter for a new modification program, HAMP 3.

But in spite of assurances that because I was working on a modification they would halt foreclosure activity, I filed my own Rule 120 response on the due date in February. I knew not filing would surely lead to a default judgment and I wanted to preserve my rights. A hearing was still set for the following week and I spent \$3,000 to retain an attorney to represent me at the hearing.

No one from Wells Fargo attended, but instead filed a motion to put the case in suspense for 90 days because I was working on a modification.

I received a March 1 letter about HAMP 3 and my 1st trial payment under that plan of \$1,153 was paid that same day. Trial payments were taken April and May.

It became July, and the law firm kept the Rule 120 hearing in suspense as I was working with loss mitigation. I received a letter of denial in September **"because you are current on your mortgage loan and after reviewing the financial information you provided us we have determined that you are not at risk of default."**

Another denial letter sent two weeks later said the modification was denied because "you did not provide us with all the information needed....."

Two days before Christmas, attorneys for Wells Fargo requested the Rule 120 case dismissed "without prejudice."

In March 2011, I received a letter from the Wells Fargo law firm saying they were sending this letter on behalf of Wells Fargo Bank, NA, **THE CURRENT HOLDER OF YOUR NOTE**, currently serviced by Wells Fargo Home Mortgage. Their records indicate your loan is in default. Remember, under Colorado law, that's all that's required to foreclose – an attorney saying there is evidence of debt. This letter said Wells Fargo held the note.

I had been working with NACA, the Neighborhood Assistance Corporation of America, as my HUD-approved agency required under HAMP, and I wouldn't have gotten as far as I have without them.

Last June they conducted a multi-day "Save the Dream event" at the Denver Convention Center. I spent four hours going over all new documentation with NACA representatives, returning the following day and meeting from 2 to 6pm with a single Wells Fargo representative who advised me that Freddie Mac, not Wells Fargo, was the investor and that she would push off a new proposal once she obtained some additional internal information.

But in a letter dated the same day I met with the Wells rep at the Save the Dream event, I received a new denial "Because your loan was previously modified under the Home Affordable Mortgage Program."

On June 24 the Wells Fargo law firm filed a motion for sale and Rule 120 hearing.

Two weeks later, I received Approval and a letter saying "Congratulations! By entering into a Home Affordable Modification Trial Period Plan you have taken the first step toward making your payment more affordable."

OK. Maybe I was a little slow but given my experiences I didn't particularly trust this round.

Wells Fargo was doing a HOME PRESERVATION WORKSHOP in Denver on July 12. I made an appointment and attended. I spoke to three different people who assured me that "ALL I WOULD HAVE TO DO" was make the new three trial payments, and my modification would be approved. Period.

I felt good about the event and gave it positive reviews upon checking out. That didn't mean I wouldn't file a response to the Rule 120 hearing and I did so two days later to to preserve my rights and avoid a default judgment which would surely allow a sale to proceed.

Again, the case was put into suspense at the request of Castle Stawiariski.

I made my three trial payments, on August 1, September 1 and October 1 of \$1,646 each. I included a note with the final payment reminding them that I expected to see modified loan documents as promised.

But you guessed it. On October 26 via the NACA web site, Wells Fargo said they would like to fill out a "non-identity affidavit," and "Statement of Information."

As all of this had drawn on and on, a couple of liens had been filed against my house. I knew about them, but wasn't concerned because of what I had previously been told and knew I'd be able to work them out.

It was November 29, two months after I made my third trial payment, 12th overall, toward HAMP 4, when I was told "Well, it's in the fine print. "Other items as required." I received a December 15 denial letter saying they wouldn't proceed because of the liens., even though I hadn't been told about the issue – which I could've worked harder to clear up since the July approval.

I again hired a new attorney at that point, who now has the power of attorney to negotiate on my behalf with Wells Fargo. He also suggested in a fairly terse letter to Wells that Breach of Contract wasn't out of the question.

Don't be misled by media coverage that things are getting better.

In January I received a letter from a new "single point of contact," asking me to call him. I did, only I left a message. A week later I received a letter thanking me for taking the time to speak with him, "especially when we were unable to reach a mutual agreement regarding the options available to assist you."

On February 27 I filed a complaint with the Consumer Financial Protection Bureau. Three weeks later, a Wells Fargo representative replied via the CFPB file, "Closed. Customer was unavailable for consultation. See attached resolution letter." (There was no letter attached to the file, and no-one had called or left a message to speak with me). Within 15 minutes of reading the reply, I filed an appeal saying the response was unacceptable. A review is pending.

March 26, a paralegal at Castle Stawiariski apparently missed putting a note on their calendar. My rule 120 hearing was dismissed by the district court for "failure to prosecute."

At the end of last month, with my help, my attorney filed a complete new set of documents seeking a modification. We have not received any replies.

Yesterday, via an email from a state representative, I learned Wells Fargo was having another HOME PRESERVATION WORKSHOP on May 10 in Denver. I have signed up to attend.