

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF Illinois
EASTERN DIVISION

THE BANK OF NEW YORK MELLON F/K/A THE BANK OF NEW YORK AS SUCCESSOR IN
INTEREST TO JPMORGAN CHASE BANK, N.A., AS TRUSTEE FOR THE BENEFIT OF THE
CERTIFICATEHOLDERS OF POPULAR ABS, INC. MORTGAGE PASS-THROUGH
CERTIFICATES SERIES 2005-2

Plaintiff

2946 S Briarwood Dr, Mt Prospect, IL 60056

-vs-

Cause No. 1:12-cv-4962

EDGAR F. MENDOZA, ROSA M. MENDOZA

Defendants

AFFIDAVIT OF DEBT

Affiant, Denise V. Lundquist, hereby deposes and says:

1. I am employed as a Contract Management Coordinator of Ocwen Loan Servicing, LLC and am authorized to make this affidavit on behalf of Ocwen Loan Servicing, LLC. I make this affidavit based on my personal knowledge of the facts contained herein. My personal knowledge is based on my review of the Servicing Records described below.
2. In the regular performance of my job functions at Ocwen Loan Servicing, LLC, I am familiar with business records maintained by Ocwen Loan Servicing, LLC for the purpose of servicing mortgage loans, collecting payments and pursuing any delinquencies (the "Servicing Records"). Ocwen Loan Servicing, LLC's Servicing Records typically include electronic data compilations and imaged documents pertaining to the loans it services.
3. Based on my training and general knowledge of the processes by which they are created and maintained, Ocwen Loan Servicing, LLC's Servicing Records were made at or near the time by, or from information provided by, persons with knowledge of the activity and transactions reflected in such records, and are kept in the ordinary course of the business activity regularly conducted by Ocwen Loan Servicing, LLC. It is the regular practice of Ocwen Loan Servicing, LLC's mortgage servicing business to make and update its Servicing Records.
4. Based on my review of Ocwen Loan Servicing, LLC's Servicing Records, Plaintiff owns Defendant's Note and Mortgage, true and correct copies of which I understand have been previously filed with the Court. Ocwen Loan Servicing, LLC is responsible for servicing Defendant's delinquent mortgage account as attorney-in-fact for Plaintiff and is authorized to make this affidavit as the servicer for this loan.
5. Attached to this Affidavit is Exhibit "A" which is a true and correct print-out generated from Ocwen Loan Servicing, LLC's regularly maintained Servicing Records pertaining to Defendant's account. My review of this Servicing Record marked as Exhibit "A" pertaining to Defendant's account reveals that, as of December 25, 2012, Defendant owes Plaintiff sums of money in amounts no less than the following:

(A) \$ 126,195.93, Principal balance of said Note.

(B) \$ 12,297.99, Escrow Balance / Advances

(C) \$ 3,364.11, Late Charges.

(D) \$ 16,177.94, Unpaid interest under said Note accrued at a rate of 6.94000% from 03/01/2011 to 12/25/2012 and at the rate of \$24.33 per day thereafter.

(E) \$ 2,780.00, Reimbursable advances, expenses and costs of collection (also shown as Grand Total below).

(1)	\$ <u>84.00</u> ,	Property Inspections/Preservation
(2)	\$ <u>544.00</u> ,	FCLS Cost
(3)	\$ <u>330.00</u> ,	Property Valuation Fee - BPO
(4)	\$ <u>1,085.00</u> ,	Foreclosure Fee
(5)	\$ <u>375.00</u> ,	Title Report Fee
(6)	\$ <u>362.00</u> ,	Prior Servicer Fees
(7)	\$ <u>2,780.00</u> ,	Grand Total

(F) \$ 0.00, Miscellaneous Credits

(G) Reasonable attorney's fees.

6. The total indebtedness due and in default as of December 25, 2012 is in the amount of \$160,815.97 plus reasonable attorney's fees and costs.

7. The Servicing Records pertaining to Defendant's account further reveal that there has been a default in the Defendant's Note and Mortgage, and that sufficient and certified moneys to cure the default have not been tendered, nor have there been any agreed extensions, modifications or agreements between the parties to delay this foreclosure action.

8. As a result of the default on the loan despite demand, Plaintiff was forced to retain legal counsel to enforce the terms of the Note and Mortgage and has incurred attorney's fees and costs.

FURTHER AFFIANT SAYETH NAUGHT.

Under the penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true.

1/24/13
Date

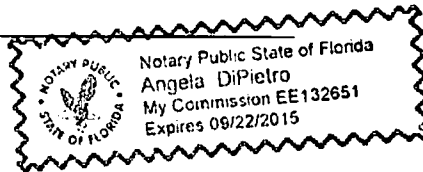
Denise V. Lundquist
Affiant **Denise V. Lundquist**
Contract Management Coordinator
Title

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged and sworn before me Angela DiPietro this 24th day of January, 2013, by Denise V. Lundquist as a Contract Management Coordinator of Ocwen Loan Servicing, LLC, who is personally known to me or who has produced _____ as identification.

Angela DiPietro **Angela DiPietro**
Notary Public State of Florida

MY COMMISSION EXPIRES: _____



Affidavit of Debt

Borrower : Edgar F Mendoza
 Loan Number : 7090920948
 Thru Date : 12/25/2012 ✓
 Payments Delinquent : 20
 Next Due : 04/01/2011 ✓
 Interest Rate : 6.94000 ✓
 Principal Balance : 126195.93 ✓
 Deferred Principal Balance : 0
 SAM Waived Amount : 0
 Escrow Bal/Adv : -12297.99 ✓
 Forbearance Suspense : 0
 Misc Suspense Balance : 0
 Other Suspense Balance : 0
 Accrued Interest : 16177.94 ✓
 Interest Arrearage : 0
 Per Diem Interest : 24.33 ✓
 Late Charges : 3364.11 ✓
 Monthly Late Charges : 85.97
 Fee Billing Balance : 2780
 Fees and Expenses : 2780
 Selected Fees and Exp : 2780

Current LC Calculation Settings :

Late Charge Rate : 5.00000
 Late Charge Fee : 0
 Late Charge Type : PI
 Late Charge Desc : % Of P+I

Pending Payment Change Records :

Change Date	New Rate	New P+I Amt	New Esc Amt	Total P-I-E
10/01/2010	6.94	1719.32	669.26	2388.58
06/01/2010	6.94	1719.32	802	2521.32
06/01/2009	6.94	1719.32	537.33	2256.65
02/01/2009	6.94	1719.32	558.63	2277.95
04/01/2004	6.94	1719.32	654.60	2373.92

Computed Daily Interest from : 12/1/2012 to 3/31/2011

Due From	Due To	Int Rate	Per Diem	Sub Total
12/01/2012	12/24/2012	6.94	24.327771	583.87
11/01/2012	11/30/2012	6.94	24.327771	729.83
10/01/2012	10/31/2012	6.94	24.327771	754.16
09/01/2012	09/30/2012	6.94	24.327771	729.83

08/01/2012	08/31/2012	6.94	24.327771	754.16
07/01/2012	07/31/2012	6.94	24.327771	754.16
06/01/2012	06/30/2012	6.94	24.327771	729.83
05/01/2012	05/31/2012	6.94	24.327771	754.16
04/01/2012	04/30/2012	6.94	24.327771	729.83
03/01/2012	03/31/2012	6.94	24.327771	754.16
02/01/2012	02/29/2012	6.94	24.327771	705.51
01/01/2012	01/31/2012	6.94	24.327771	754.16
12/01/2011	12/31/2011	6.94	24.327771	754.16
11/01/2011	11/30/2011	6.94	24.327771	729.83
10/01/2011	10/31/2011	6.94	24.327771	754.16
09/01/2011	09/30/2011	6.94	24.327771	729.83
08/01/2011	08/31/2011	6.94	24.327771	754.16
07/01/2011	07/31/2011	6.94	24.327771	754.16
06/01/2011	06/30/2011	6.94	24.327771	729.83
05/01/2011	05/31/2011	6.94	24.327771	754.16
04/01/2011	04/30/2011	6.94	24.327771	729.83
03/01/2011	03/31/2011	6.94	24.327771	754.16

PA

Advances made on behalf of borrower(s) :

Tran Date	Type	Tran Description	Insurance	Misc	Tax	Payment
09/03/2011	Pmt	Payment				-305.83
10/27/2011	Tax	31			-3,572.37	
11/10/2011	Pmt	Payment				-5.00
02/24/2012	Tax	31			-4,075.25	
03/06/2012	Pmt	Payment				-5.00
03/09/2012	Ins	50 Hazard Insurance	-909.04			
07/27/2012	Tax	31			-3,420.50	
08/15/2012	Pmt	Payment				-5.00

Fee and Expense Records :

EXP_TYPE	Eff Date	Auth Amount	Reg Pmt Bal
Property Inspection Fee	11/12/2012	10.50	10.50
Property Valuation Fee - BPO	10/01/2012	110	110
Property Inspection Fee	09/26/2012	10.50	10.50
Title Report Fee	08/10/2012	75	75
FCLS Cost	07/26/2012	350	350
FCLS Cost	07/26/2012	54	54

Foreclosure Fee	07/26/2012	1085	1085
FCLS Cost	07/26/2012	140	140
Property Inspection Fee	07/25/2012	10.50	10.50
Title Report Fee	05/16/2012	300	300
Property Inspection Fee	05/16/2012	10.50	10.50
Property Inspection Fee	03/26/2012	10.50	10.50
Property Valuation Fee - BPO	02/17/2012	110	110
Property Inspection Fee	01/18/2012	10.50	10.50
Property Inspection Fee	11/13/2011	10.50	10.50
Property Valuation Fee - BPO	10/06/2011	110	110
Property Inspection Fee	09/12/2011	10.50	10.50
Prior Servicer Fees	04/01/2011	362	362