

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

CLORIS BANKS TORREY)	Case No. 4: 14CV01676 CDP
PLAINTIFF,)	
v.)	
)	
JP MORGAN CHASE BANK NA.)	
DEFENDANTS)	

**PLAINTIFF'S MEMORANDUM MOTION TO FILE NEW AND MATERIAL EVIDENCE
AND EXHIBITS. NOTICE: LETTER TO CONSUMER FINANCIAL PROTECTION
BUREAU OF SEPTEMBER 12, 2015.**

Notice is hereby given this 14th day of September 2015 to the Parties and the Courts.

Come Now Plaintiff Cloris Banks Torrey respectfully move the Court. Motion to file Memorandum of Exhibits Notice: Letter to Consumer Financial Protection Bureau pursuant to Local Rule 30.2.

EXHIBITS

1. Letter to Consumer Financial Protection Bureau and Exhibits (AA).

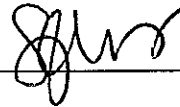
Executed: On September 14, 2015

~~Respectfully submitted:~~

Cloris Banks Torrey pro se

9422 Westchester Dr.
St. Louis, MO 63136
314-801-7515

Subscribed and Sworn before me this 14th day of September 2015.



Notary Public

My Commission expires:

August 17, 2019

SARAH THOMAS
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis County
My Commission Expires: August 17, 2019
Commission Number: 15637416

CERTIFICATE OF SERVICE

I Cloris Banks Torrey certify that on September 14, 2015 I caused Notice to be sent foregoing first class postage paid via certified U.S. Mail on that date, I served the foregoing upon the following addressed to:

Attorney Brian C. Walsh
One Metropolitan Square
211 North Broadway Suite 3600
St. Louis, MO 63102-2750

U.S. Inspector General
U.S. DOJ (OIG)
Michael E. Horowitz
950 Pennsylvania Ave.
Washington D.C. 20530

Missouri Public Service Commission
Office General Counsel
200 Madison Street Suite 800
P.O. Box 360
Jefferson City, MO 65102

Office of Public Counsel
Dustin Allison
200 Madison Suite 650
P.O. Box 2230
Jefferson City, MO 65102

Laclede Gas Company
Rick E. Zucker
700 Market Street 8th Floor
St. Louis, MO 63101

The Consumer Financial Protection Bureau
Richard Cordray- Director
1700 G Street N.W.
Washington D.C. 20552

September 12, 2015

Re: Force-Placed Insurance Policy
Property: 9422 Westchester Dr.
St. Louis, MO 63135

Dear Honorable Richard Cordray:

I am writing to request an investigation inaccurate and false statement given on my credit report and force-placed insurance policies placed on our property with an alleged zero debt. We believe the use of "Deceptive Tactics to collect bad debt and to deceive us into believing Notice a legally enforceable obligation to pay the debt for force-placed hazard insurance.

I received mailing of from JP Morgan Chase Bank, N.A. ("CHASE") on or about June 17, 2015 and April 21, 2015 with my name on it in reference to documents which had alleged that CHASE purchased hazard insurance on our property as stated above. That added cost for the insurance being added to loan account. The statement was misleading, inaccurate and false. Attached herein as (Exhibit A p.1-2) (Exhibit B p.1-2).

However, on or about July 1998 I, the undersigned fka (Cloris Warren) filed a bankruptcy petition with the U.S. Bankruptcy Court Case Number: 98-47544 loan number # 25800009764. The refinancing of the August 1995 mortgage loan of \$49,600 was contained within the operative claim discharged in Chapter 13 bankruptcy in 2002. (Attached with this document as (Exhibit C).

On the basis of Chase using "potentially inaccurate and fraudulent information allegedly reported by Chase to the Credit Reporting Agencies. I disputed the item which remains unchanged based on inaccurate information verified on my July 21, 2015 credit report.

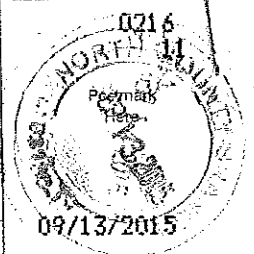
I did not have the original amount of \$49, 600 of the August 1995 mortgage loan debt discharged in Chapter 13 Bankruptcy on October 5, 2012, with recent balance of \$0 as of June 2013 as alleged on my credit report. (Exhibit D). I did not filed a bankruptcy petition in 2012 the U.S. States Bankruptcy that bears my genuine signature.

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

WASHINGTON, DC 20552

Certified Mail Fee	\$3.45
Extra Services & Fees (check box, add fees as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$2.08
Total Postage and Fees	\$5.53



7015 1520 0000 1174 9391

Sent to
CONSUMER FINANCIAL PROTECTION BUREAU
 Street and Apt. No., or PO Box No.
1700 G. STREET N.W.
 City, State, ZIP+4®
WASHINGTON D.C. 20552

BRYAN CAVE

BRYAN CAVE LLP One Metropolitan Square, 211 North Broadway, Suite 3600, St. Louis, MO 63102-2750

T: 314 259 2000 F: 314 259 2020 bryancave.com

June 17, 2015

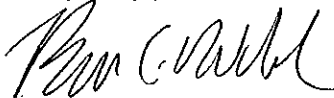
Brian C. Walsh
Direct: (314) 259-2717
Fax: (314) 552-8717
brian.walsh@bryancave.comMs. Cloris Torrey
9422 Westchester Drive
St. Louis, MO 63136-5136Re: Torrey v. JPMorgan Chase Bank N.A., No. 4:14-cv-01676,
United States District Court, Eastern District of Missouri

Dear Ms. Torrey:

Enclosed is a letter that Chase requested that we forward to you. It concerns the renewal of the lender-placed insurance on your home and follows up on the document I sent to you on April 21.

Please follow the instructions on the first page of the letter if you have obtained insurance that includes mortgagee coverage.

Very truly yours,



Brian C. Walsh

BCW:kl

cc: Rhiana A. Luaders, Esq.

REJECTED + RETURNED
6/22/2015

June 11, 2015

CLORIS TORREY
C/O J P MORGAN CHASE
C/O JAMES R WRYSCH JR ESQ
211 N BROADWAY SUITE 3600
ST LOUIS, MO 63102-6000

Account: 0005334602

Subject: **We've renewed the lender-placed insurance policy for**

9422 WESTCHESTER
ST LOUIS, MO 63136

Dear CLORIS TORREY:

Because we did not receive evidence that you have hazard (or homeowners) insurance on the property listed above, we bought insurance on your property and added the cost to your mortgage loan account.

The policy that we bought is effective as of 05/29/2015. **Because hazard insurance is required on your property, we will continue to buy insurance for you until you purchase your own policy.**

The insurance we bought:

- **Costs \$1,346.00 annually, which may be more expensive than insurance you can buy yourself.**
- **May not provide as much coverage as an insurance policy you buy yourself.**

We strongly recommend you purchase your own hazard policy. The insurance policy we bought will remain in effect until you provide us with evidence of acceptable coverage. If you do, we will cancel the policy we purchased and you will receive a refund of any unearned premium.

If you buy hazard insurance, you should immediately provide us with your insurance information. You or your insurance agent can update your information online or send us a copy of your insurance policy or declaration page:

Online	Mail/Fax
1. Go to MyCoverageInfo.com and reference PIN Number CM156	Mail or fax your insurance documents with the enclosed cover sheet to:
2. Update your insurance coverage using the information provided on your insurance policy	JPMORGAN CHASE BANK, N.A. ITS SUCCESSORS AND/OR ASSIGNS P.O. BOX 100564 FLORENCE, SC 29502-0564
	1-678-475-8799

Please review the important information included with this letter. If you have any questions, please call us at 1-877-530-8951 or 1-800-582-0542 for TTY services.

Sincerely,

Chase

Important Information Included: Benefits of Purchasing Your Own Insurance, Frequently Asked Questions, Property Insurance Requirements, Proof of Insurance Cover Sheet, Important Legal Information, Insurance Policy/Certificate

REJECTED + RETURNED
6/22/2015

Exhibit B



Brian C. Walsh
Direct: (314) 259-2717
Fax: (314) 552-8717
brian.walsh@bryancave.com

April 21, 2015

Ms. Cloris Torrey
9422 Westchester Drive
St. Louis, MO 63136-5136

Re: Torrey v. JPMorgan Chase Bank N.A., No. 4:14-cv-01676, United States
District Court, Eastern District of Missouri

Dear Ms. Torrey:

Enclosed is a letter that Chase requested that we forward to you. It concerns the upcoming renewal of the lender-placed insurance on your home.

As I mentioned in greater detail in my letter of January 5, the lender-placed policy is appropriate because you have not obtained mortgagee coverage. Please follow the instructions on the first page of the letter if you add mortgagee coverage to your current policy.

Very truly yours,

Brian C. Walsh

BCW:kl

Enclosure

cc: Rhiana A. Luaders, Esq.

Bryan Cave LLP
One Metropolitan Square
211 North Broadway
Suite 3600
St. Louis, MO 63102-2750
Tel (314) 259-2000
Fax (314) 259-2020
www.bryancave.com

Bryan Cave Offices

- Atlanta
- Boulder
- Charlotte
- Chicago
- Colorado Springs
- Dallas
- Denver
- Frankfurt
- Hamburg
- Hong Kong
- Irvine
- Jefferson City
- Kansas City
- London
- Los Angeles
- Miami
- New York
- Paris
- Phoenix
- San Francisco
- Shanghai
- Singapore
- St. Louis
- Washington, DC

REJECTED + RETURNED
6/22/2015

CHASE
JPMorgan Chase Bank, N.A.
P.O. BOX 100564
FLORENCE, SC 29502-0564

April 7, 2015

CLORIS TORREY
C/O JP MORGAN CHASE
C/O JAMES R WRYSCH JR ESQ
211 N BROADWAY SUITE 3600
ST LOUIS, MO 63102-6000

*REJECTED + RETURN
CT*

Account: 0005334602

Subject: **Please update insurance information for**

9422 WESTCHESTER
ST LOUIS, MO 63136

Dear CLORIS TORREY:

Because we did not have evidence that you had hazard (or homeowners) insurance on the property listed above, we bought insurance on your property and added the cost to your mortgage loan account.

The policy that we bought is scheduled to expire. **Because hazard insurance is required on your property, we intend to maintain insurance on your property by renewing or replacing the insurance we bought.**

The insurance we buy:

- **Will cost an estimated \$1,346.00 annually, which may be more expensive than insurance you can buy yourself.**
- **May not provide as much coverage as an insurance policy you buy yourself.**

If you buy hazard insurance, you should immediately provide us with your insurance information. You or your insurance agent can update your information online or send us a copy of your insurance policy or declaration page:

Online	Mail/Fax
1. Go to MyCoverageInfo.com and reference PIN Number CM156	Mail or fax your insurance documents with the enclosed cover sheet to:
2. Update your insurance coverage using the information provided on your insurance policy	JPMORGAN CHASE BANK, N.A. ITS SUCCESSORS AND/OR ASSIGNS P.O. BOX 100564 FLORENCE, SC 29502-0564
	1-678-475-8799

Please review the important information included with this letter. If you have any questions, please call us at 1-877-530-8951 or 1-800-582-0542 for TTY services.

Sincerely,

Chase

Important Information Included: Benefits of Purchasing Your Own Insurance, Frequently Asked Questions, Property Insurance Requirements, Proof of Insurance Cover Sheet, Important Legal Information

Exhibit C

All to whom these presents shall come. Greeting:

I certify on his behalf, under the authority vested in me by the Archivist of the United States, that the attached reproduction(s) is a true and correct copy of the original documents in his custody.

SIGNATURE <i>Rose Parisse</i>	
NAME Rose Parisse	DATE 03.04.11
TITLE Assistant Director	
NAME AND ADDRESS OF DEPOSITORY National Archives & Records Administration-Central Plains Region 17501 W. 98th, Suite 47-48 Lenexa, KS 66219	

NA FORM 14007 (10-86)

<input type="checkbox"/> UNSECURED NONPRIORITY CLAIM \$ A claim is unsecured if there is no collateral or other property of the Debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.	<input type="checkbox"/> Up to \$900 of deposits toward purchase, lease or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Taxes or Penalties of governmental units - 11 U.S.C. § 507 (a)(7) <input type="checkbox"/> Other - 11 U.S.C. § 507(a)(2), (a)(5), (a)(8) - (Circle applicable)
5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED \$ <u>5.90</u> (Unsecured) \$ _____ (Priority)	\$ <u>335.90</u> (Total)
<input type="checkbox"/> Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.	
6. CREDITS AND DEBITS: Amount of all payments on this claim have been credited and deducted for the purpose of this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.	<input type="checkbox"/> Check box if you are aware that another has filed a claim relating to your claim. Attach copy of statement giving particulars.
7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, receipts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.	<input type="checkbox"/> Check box if you have never received notices from bankruptcy court in this case.
8. TIME-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and a copy of this proof of claim.	<input type="checkbox"/> Check box if the address differs from address on the envelope sent to you by court.

DATE: August 26, 1998

IF DISTRIBUTION IS REQUESTED TO BE MADE TO ANY ATTORNEY OR AGENT FOR CLAIMANT, PROPER POWER OF ATTORNEY MUST BE FILED WITH THE ATTORNEY OF RECORD FOR A JUDGEMENT CREDITORS

Creditor's
 Name: U.C. Lending Corporation
 Address: P.O. Box 2587
Baton Rouge, LA 70821
 BY: *Melody Lambert*
 Signature of individual, attorney, agent or party authorized to make proof of claim.
 MELODY LAMBERT, BANKRUPTCY SPECIALIST

Penalty for presenting fraudulent claim of up to \$500,000 or imprisonment for up to 5 years or both U.S.C. §§ 152 and 3571

If entity OTHER than the creditor is to receive notice and distributions,

COMPLETE BELOW:
Name: _____
Address: _____

ARREARAGE STATEMENT

TOR: Cloris Warren

CASE NUMBER: 98-47544-399

CODEBTOR:

LOAN NUMBER: 258 000 09764

PRE-PETITION PAYMENTS DUE:

FROM: 03/98 TO: 07/98

<u>5</u> PAYMENTS OF <u>\$504.47</u> (PRINCIPAL & INTEREST ONLY)	\$ <u>2,522.35</u>
UNPAID LATE CHARGES	\$ <u>4.15</u>
RETURN CHECK CHARGES	\$ <u>0.00</u>
ESCROW ADVANCE (TAXES & INSURANCE)	\$ <u>353.72</u>
LEGAL FEES AND COSTS	\$ <u>0.00</u>
OTHER CHARGES (BPO AND/OR PROPERTY INSPECTIONS)	\$ <u>0.00</u>
TOTAL ARREARAGE THROUGH <u>07/14/98</u>	\$ <u>2,880.22</u>

SECURED CLAIM AMOUNT (PAYOFF THROUGH 08/26/98) \$ 52,335.90

INTEREST RATE ON MORTGAGE NOTE 11.850 %

ONGOING MONTHLY PAYMENT (INCLUDES MONTHLY ESCROW DEPOSIT) \$ 577.18

UNITED COMPANIES LENDING CORPORATION
COMPLETED BY: MELODY LAMBERT
August 26, 1998
PHONE (504) 987-3239

United States Bankruptcy Court
Eastern District of Missouri

Case Number
98-47544-399

RECEIVED & FILED

Name of Debtor

Cioris Warren /

Chapter 7 11 12 13

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (The person or other entity to whom the debtor owes money)

U.C. Lending Corporation

THIS SPACE IS FOR
COURT USE ONLY
CLERK, U.S. BANKRUPTCY COURT

Account or other number by which creditor identifies debtor

258 000 09764

Check here if this claim REPLACES a previously filed claim dated: _____
 AMENDS

1. Basis for Claim

- Goods Sold
- Services Performed
- Money Loaned
- Personal Injury/Wrongful Death
- Taxes
- Other

Retiree benefits as defined in 11 U.S.C. § 114(a)
 Wages, salaries, and compensation (fill out below)
 Your social security number _____
 Unpaid compensations for services performed
 from _____ to _____
 (date) (date)

2. DATE DEBT WAS INCURRED

08/14/95

3. IF COURT JUDGEMENT, DATE OBTAINED

4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.

SECURED CLAIM \$ 52,335.90

UNSECURED PRIORITY CLAIM \$ _____

Attach evidence of perfection of security interest

Brief Description of Collateral:

Real Estate Motor Vehicle Other (Describe Briefly)
(Ongoing: \$577.18)

Specify the priority of the claim.

Wages, salaries, or commissions (up to \$2000), earned not more 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507 (a)(3)

Contributions to an employee benefit plan - U.S.C. § 507 (a)(4)

Up to \$900 of deposits toward purchase, lease or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6)

Taxes or Penalties of governmental units - 11 U.S.C. § 507 (a)(7)

Other - 11 U.S.C. § 507(a)(2), (a)(5), (a)(8) - (Circle applicable §)

5. TOTAL AMOUNT OF

CLAIM AT TIME \$ _____ \$ 52,335.90 \$ _____
CASE FILED (Unsecured) (Secured) (Priority)

\$52,335.90

(Total)

Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6. CREDITS AND SETOFFS: The amount of all payments on this claim have been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

Check box if you are aware that anyone else has filed a claim relating to your claim. Attach copy of statement giving particulars.

7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders. Invoices, itemized statements of running accounts, contracts, court judgements, or evidence of security interests. If The documents are not available, explain. If the documents are voluminous, attach a summary.

Check box if you have never received any notices from bankruptcy court in this case.

8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and a copy of this proof of claim.

Check box if the address differs from the address on the envelope sent to you by the court.

DATE: August 26, 1998

Creditor's

Name: U.C. Lending Corporation

Address: P.O. Box 2587

Baton Rouge, LA 70821

BY: *Melody Lambert*
Signature of individual, attorney, agent or party authorized to make proof of claim.

MELODY LAMBERT, BANKRUPTCY SPECIALIST

IF DISTRIBUTION IS REQUESTED TO BE MADE TO ANY ATTORNEY OR AGENT FOR CLAIMANT, PROPER POWER OF ATTORNEY MUST BE FILED BY THE ATTORNEY OF RECORD FOR A JUDGEMENT CREDITOR

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or Imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571

If entity OTHER than the creditor is to receive notice and distributions,

COMPLETE BELOW:

Name: _____

Address: _____

Loan No: 258-00009764
Borrower: CLORIS WARREN

Data ID: 669

NOTE

August 14, 1995

SAINT LOUIS
(City)

MISSOURI
(State)

9422 WESTCHESTER DRIVE
SAINT LOUIS, MISSOURI 63136
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 49,600.00 (this amount is called "principal") plus interest, to the order of the Lender. The Lender is

AMERICAN EQUITY MORTGAGE, INC.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 11.85 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on October 1, 1995.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I owe under this Note. My monthly payments will be applied to interest before principal. If, on September 1, 2025, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 111 West Port Plaza, #101, St. Louis, MO 63146, or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 504.47.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may prepay all or any part of the unpaid balance of the principal at any time, in which event Note Holder may, at its option, assess a prepayment penalty of 2.00% of the amount prepaid in the first three years (36 month period).

By accepting partial payment of any payment, Note Holder does not waive the right to collect the remainder of such payment. Acceptance of any payment after maturity, or waiver of any breach or default of the terms of this Note shall not constitute a waiver of any later or other breach or default, and failure of Note Holder to exercise any of its rights shall not constitute waiver of such rights.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of the payment. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Acceleration

If I am in default, the Note Holder may without notice or demand, unless otherwise required by applicable law, require me to pay immediately the full amount of principal that has not been paid and all the interest that I owe on that amount.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees of up to 15.00% of the sums due under this Note or the amount allowable under applicable state law.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a written notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE.

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of notice of acceleration, presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protection given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

J. Schuman

Cloris Warren (Seal)

CLORIS WARREN - Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

_____(Seal)
-Borrower

[Sign Original Only]
Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

PAY TO THE ORDER OF
UNITED COMPANIES LENDING CORPORATION
WITHOUT RECOURSE

FOR: AMERICAN EQUITY MORTGAGE, INC.

By: *Gary L. Averitt*

GARY L. AVERITT,
COLLATERAL OPERATIONS MANAGER
(Printed Name and Title)
FEDERAL HOME LOAN BANK OF DALLAS
ATTORNEY-IN-FACT (CUSTODIAN AND BAILEE)

MID 132

737

9517077
UN

Return to: EQUITY TITLE COMPANY OF MISSOURI
2043 WOODLAND PARKWAY, SUITE 105
SAINT LOUIS, MISSOURI 63146

[Space Above This Line For Recording Data]

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on the 14th day of August, 1995.
The grantor is CLORIS WARREN AND WILLIE C. WARREN, WIFE AND HUSBAND

The trustee is JEFFREY A. WIND

("Borrower").

The beneficiary is AMERICAN EQUITY MORTGAGE, INC. a corporation, which is organized and existing under the laws of the State of MISSOURI, and whose address is 111 West Port Plaza, #101, St. Louis, MO 63146

("Trustee").

Borrower owes Lender the principal sum of FORTY-NINE THOUSAND SIX HUNDRED and NO/100 Dollars (U.S. \$ 49,600.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 1, 2025. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in SAINT LOUIS County, Missouri:

("Lender").

~~SEE K&K&K DESCRIPTION ON ATTACHED HERETO AND MAKE APPROPRIATE BOOK X~~

LOT 34 OF HATHAWAY HILLS NO. 4, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 53 PAGE 9 OF THE ST. LOUIS COUNTY RECORDS.

289

which has the address of 9422 WESTCHESTER DRIVE,

Missouri

63136
[Zip Code]

[Street]

SAINT LOUIS,
[City]
("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property.

Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights In the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees of up to 15.00% of the sums due under the Note described above or the amount allowable under applicable state law; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Following Borrower's breach of any covenant or agreement in this Security Instrument, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees of up to 15.00% of the sums due under the Note described above or the amount allowable under applicable state law and costs of title evidence.

If Lender invokes the power of sale, Lender or Trustee shall mail copies of a notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property to any later time on the same date by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's fees and attorneys' fees of up to 15.00% of the sums due under the Note described above or the amount allowable under applicable state law; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. Lease of the Property. Trustee hereby leases the Property to Borrower until this Security Instrument is either satisfied and released or until there is a default under the provisions of this Security Instrument. The Property is leased upon the following terms and conditions: Borrower, and every person claiming an interest in or possessing the Property or any part thereof, shall pay rent during the term of the lease in the amount of one cent per month, payable on demand, and without notice or demand shall and will surrender peaceable possession of the Property to Trustee upon default or to the purchaser of the Property at the foreclosure sale.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Balloon Rider
- Rate Improvement Rider
- Second Home Rider
- Other(s) [specify] _____

Trustee:

AMERICAN EQUITY MORTGAGE, INC.

By: _____

By: _____

Its: _____

Its: _____

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Willie C. Warren (Seal)
 WILLIE C. WARREN -Borrower

Cloris Warren (Seal)
 CLORIS WARREN -Borrower

.....(Seal)
-Borrower

.....(Seal)
-Borrower

.....(Seal)
-Borrower

Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

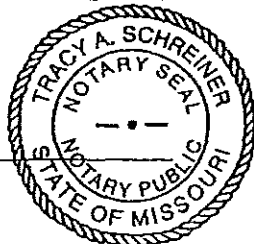
ACKNOWLEDGMENT OF BORROWER

State of MISSOURI
County of SAINT LOUIS

§
§

On this 14th day of AUGUST, 1995, before me personally appeared CLORIS WARREN AND WILLIE C. WARREN to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

[Seal]



Tracy A. Schreiner

 Title

My commission expires: _____

TRACY A. SCHREINER
 NOTARY PUBLIC - STATE OF MISSOURI
 MY COMMISSION EXPIRES MAY 15, 1999
 ST. CHARLES COUNTY

[Seal]

My commission expires: _____

Title

INDIVIDUAL ACKNOWLEDGMENT OF TRUSTEE

State of MISSOURI
County of SAINT LOUIS

§
§

On this _____ day of _____, 19____, before me personally appeared

_____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

[Seal]

My commission expires: _____

Title

ACKNOWLEDGMENT OF LENDER

State of MISSOURI
County of SAINT LOUIS

§
§

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn (or affirmed), did say that (s)he is the _____ president of AMERICAN EQUITY MORTGAGE, INC. [strike one] and that the seal affixed to said instrument is the corporate seal of said corporation/and that said corporation has no corporate seal, and that said instrument was signed in behalf of said corporation by authority of its board of directors (or trustees), and said _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 19____.

[Seal]

My commission expires: _____

Title

Exhibit B



Prepared for: CLORIS B TORREY
 Date: July 21, 2015
 Report number: 1071-4870-95

Personal statements you've asked us to include You've given us the following statement to include every time a company asks us for your credit report:

"ID SECURITY ALERT: FRAUDULENT APPLICATIONS MAY BE SUBMITTED IN MY NAME OR MY IDENTITY MAY HAVE BEEN USED WITHOUT MY CONSENT TO FRAUDULENTLY OBTAIN GOODS OR SERVICES. DO NOT EXTEND CREDIT WITHOUT FIRST VERIFYING THE IDENTITY OF THE APPLICANT. THIS SECURITY ALERT WILL BE MAINTAINED FOR 90 DAYS BEGINNING 06-18-15."

Your accounts that may be considered negative

The most common items in this section are late payments, accounts that have been charged off or sent to collection, bankruptcies, liens, and judgments. It also may contain items that are not necessarily negative, but that a potential creditor might want to review more closely, such as an account that has been settled or transferred. This information is generally removed seven years from the initial missed payment that led to the delinquency. Missed payments and most public record items may remain on the credit report for up to seven years, except Chapters 7, 11 and 12 bankruptcies, which may remain for up to 10 years. Unpaid tax liens may remain for up to 10 years from the filing date, and paid tax liens may remain for up to seven years from the filing date. Transferred accounts that have not been past due remain up to 10 years after the date the account was transferred.

Payment history legend

Current/Terms of agreement met	Voluntarily surrendered
Account 30 days past due	Repossession
Account 60 days past due	Paid by creditor
Account 90 days past due	Insurance claim
Account 120 days past due	Claim filed with government
Account 150 days past due	Defaulted on contract
Account 180 days past due	Collection
Creditor received deed	Charge off
Foreclosure proceedings started	Closed
Foreclosed	No data for this time period

Credit items

CHASE MTG PO BOX 24696 COLUMBUS OH 43224 Phone number (800) 848 9136 Partial account number 156000533... Address identification number 0131393614	Date opened Aug 1995 First reported Oct 2008 Date of status Oct 2012	Type Mortgage Terms 2 Years Monthly payment Not reported	Credit limit or original amount \$49,600 High balance Not reported	Recent balance \$0 as of Jun 2013	Responsibility Individual Status Discharged through Bankruptcy Chapter 13. This account is scheduled to continue on record until Oct 2019. Comment Account information disputed by consumer (Meets requirement of the Fair Credit Reporting Act). This item remained unchanged from our processing of your dispute in Jul 2015. Account History Debt included in Chapter 13 Bankruptcy on Oct 05, 2012.
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Exhibit C

1099 DTE:08/27/15 SSN: [REDACTED]-5294 DOC:745 UNIT:CLW PG: 001

++++FORM SSA-1099 - SOCIAL SECURITY BENEFIT STATEMENT - 2012++++
+PART OF YOUR SOCIAL SECURITY BENEFITS MAY BE TAXABLE INCOME FOR 2012.
+USE \$ 10236.00 FROM BOX 5 BELOW WITH IRS NOTICE 703 TO SEE IF ANY PART
OF YOUR BENEFITS MAY BE TAXABLE ON YOUR FEDERAL INCOME TAX RETURN.
+ALSO SEE ATTACHED GENERAL INFORMATION.

- BOX 1. NAME-CLORIS BANKS TORREY
- BOX 2. BENEFICIARY SOCIAL SECURITY NUMBER-[REDACTED]-5294 (SEE BOX 8 BELOW)
- BOX 3. BENEFITS FOR 2012- \$ 10236.00 (SEE DESCRIPTION OF AMOUNT IN BOX 3 BELOW)
- BOX 4. BENEFITS REPAID TO SSA IN 2012-NONE
(SEE DESCRIPTION OF AMOUNT IN BOX 4 BELOW)
- BOX 5. NET BENEFITS (BOX 3 MINUS BOX 4) FOR 2012-\$ 10236.00
- BOX 6. VOLUNTARY FEDERAL INCOME TAX WITHHELD-NONE
- BOX 7. ADDRESS-CLORIS B TORREY 9422 WESTCHESTER DR
JENNINGS MO 63136-5136
- BOX 8. CLAIM NUMBER-496-54-5294A (USE THIS NUMBER IF YOU NEED TO CONTACT SSA)

+++DESCRIPTION OF AMOUNT IN BOX 3+++

ADD:	
PAID BY CHECK OR DIRECT DEPOSIT-----	\$ 10236.00
MEDICARE PART B-----	\$ 0.00
MEDICARE PART C-----	\$ 0.00
MEDICARE PART D-----	\$ 0.00
WORKERS COMPENSATION OFFSET-----	\$ 0.00
DEDUCTIONS FOR WORK OR OTHER ADJUSTMENTS-----	\$ 0.00
PAID TO ANOTHER FAMILY MEMBER-----	\$ 0.00
ATTORNEY FEES-----	\$ 0.00
VOLUNTARY FEDERAL INCOME TAX WITHHELD-----	\$ 0.00
TREASURY BENEFIT PAYMENT OFFSET, GARNISHMENT AND/OR TAX LEVY-----	\$ 0.00
	TOTAL ADDITIONS-\$ 10236.00
SUBTRACT:	
NONTAXABLE PAYMENTS-----	\$ 0.00
AMOUNTS FOR OTHER FAMILY MEMBERS PAID TO YOU-----	\$ 0.00
	TOTAL SUBTRACTIONS-\$ 0.00
	BENEFITS FOR 2012 (AMOUNT SHOWN IN BOX 3)-\$ 10236.00

+++DESCRIPTION OF AMOUNT IN BOX 4+++

ADD:	
CHECKS RETURNED TO SSA-----	\$ 0.00
DEDUCTIONS FOR WORK OR OTHER ADJUSTMENTS-----	\$ 0.00
OTHER REPAYMENTS-----	\$ 0.00
	BENEFITS REPAID TO SSA IN 2012 (AMOUNT SHOWN IN BOX 4)-\$ 0.00

Social Security Administration
8800 Watson Road
Suite 100
Saint Louis, MO 63119

Exhibit D



Brian C. Walsh
Direct: (314) 259-2717
Fax: (314) 552-8717
brian.walsh@bryancave.com

April 21, 2015

Ms. Cloris Torrey
9422 Westchester Drive
St. Louis, MO 63136-5136

Re: Torrey v. JPMorgan Chase Bank N.A., No. 4:14-cv-01676, United States
District Court, Eastern District of Missouri

Dear Ms. Torrey:

Enclosed is a letter that Chase requested that we forward to you. It concerns the upcoming renewal of the lender-placed insurance on your home.

As I mentioned in greater detail in my letter of January 5, the lender-placed policy is appropriate because you have not obtained mortgagee coverage. Please follow the instructions on the first page of the letter if you add mortgagee coverage to your current policy.

Very truly yours,

Brian C. Walsh

BCW:kl

Enclosure

cc: Rhiana A. Luaders, Esq.

Bryan Cave LLP
One Metropolitan Square
211 North Broadway
Suite 3600
St. Louis, MO 63102-2750
Tel (314) 259-2000
Fax (314) 259-2920
www.bryancave.com

Bryan Cave Offices

- Atlanta
- Boulder
- Charlotte
- Chicago
- Colorado Springs
- Dallas
- Denver
- Frankfurt
- Hamburg
- Hong Kong
- Irvine
- Jefferson City
- Kansas City
- London
- Los Angeles
- Miami
- New York
- Paris
- Phoenix
- San Francisco
- Shanghai
- Singapore
- St. Louis
- Washington, DC

REJECT + RETURNED
6/22/2015



JPMorgan Chase Bank, N.A.
 P.O. BOX 100564
 FLORENCE, SC 29502-0564

April 7, 2015

CLORIS TORREY
 C/O JP MORGAN CHASE
 C/O JAMES R WRYSCH JR ESQ
 211 N BROADWAY SUITE 3600
 ST LOUIS, MO 63102-6000

REJECTED + RETURN
CT

Account: 0005334602

Subject: **Please update insurance information for**

9422 WESTCHESTER
 ST LOUIS, MO 63136

Dear CLORIS TORREY:

Because we did not have evidence that you had hazard (or homeowners) insurance on the property listed above, we bought insurance on your property and added the cost to your mortgage loan account.

The policy that we bought is scheduled to expire. **Because hazard insurance is required on your property, we intend to maintain insurance on your property by renewing or replacing the insurance we bought.**

The insurance we buy:

- Will cost an estimated \$1,346.00 annually, which may be more expensive than insurance you can buy yourself.
- May not provide as much coverage as an insurance policy you buy yourself.

If you buy hazard insurance, you should immediately provide us with your insurance information. You or your insurance agent can update your information online or send us a copy of your insurance policy or declaration page:

Online	Mail/Fax
1. Go to MyCoverageInfo.com and reference PIN Number CM156 2. Update your insurance coverage using the information provided on your insurance policy	Mail or fax your insurance documents with the enclosed cover sheet to: JPMORGAN CHASE BANK, N.A. ITS SUCCESSORS AND/OR ASSIGNS P.O. BOX 100564 FLORENCE, SC 29502-0564 1-678-475-8799

Please review the important information included with this letter. If you have any questions, please call us at 1-877-530-8951 or 1-800-582-0542 for TTY services.

Sincerely,

Chase

Important Information Included: Benefits of Purchasing Your Own Insurance, Frequently Asked Questions, Property Insurance Requirements, Proof of Insurance Cover Sheet, Important Legal Information

BRYAN CAVE

BRYAN CAVE LLP One Metropolitan Square, 211 North Broadway, Suite 3600, St. Louis, MO 63102-2750

T 314 259 2000 F 314 259 2020 bryancave.com

June 17, 2015

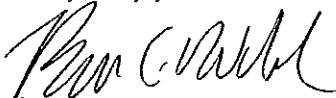
Brian C. Walsh
Direct: (314) 259-2717
Fax: (314) 552-8717
brian.walsh@bryancave.comMs. Cloris Torrey
9422 Westchester Drive
St. Louis, MO 63136-5136Re: Torrey v. JPMorgan Chase Bank N.A., No. 4:14-cv-01676,
United States District Court, Eastern District of Missouri

Dear Ms. Torrey:

Enclosed is a letter that Chase requested that we forward to you. It concerns the renewal of the lender-placed insurance on your home and follows up on the document I sent to you on April 21.

Please follow the instructions on the first page of the letter if you have obtained insurance that includes mortgagee coverage.

Very truly yours,



Brian C. Walsh

BCW:kl

cc: Rhiana A. Luaders, Esq.

REJECTED + RETURNED
6/22/2015

June 11, 2015

CLORIS TORREY
C/O J P MORGAN CHASE
C/O JAMES R WRYSCH JR ESQ
211 N BROADWAY SUITE 3600
ST LOUIS, MO 63102-6000

Account: 0005334602

Subject: **We've renewed the lender-placed insurance policy for**

9422 WESTCHESTER
ST LOUIS, MO 63136

Dear CLORIS TORREY:

Because we did not receive evidence that you have hazard (or homeowners) insurance on the property listed above, we bought insurance on your property and added the cost to your mortgage loan account.

The policy that we bought is effective as of 05/29/2015. **Because hazard insurance is required on your property, we will continue to buy insurance for you until you purchase your own policy.**

The insurance we bought:

- **Costs \$1,346.00 annually, which may be more expensive than insurance you can buy yourself.**
- **May not provide as much coverage as an insurance policy you buy yourself.**

We strongly recommend you purchase your own hazard policy. The insurance policy we bought will remain in effect until you provide us with evidence of acceptable coverage. If you do, we will cancel the policy we purchased and you will receive a refund of any unearned premium.

If you buy hazard insurance, you should immediately provide us with your insurance information. You or your insurance agent can update your information online or send us a copy of your insurance policy or declaration page:

Online	Mail/Fax
1. Go to MyCoverageInfo.com and reference PIN Number CM156	Mail or fax your insurance documents with the enclosed cover sheet to:
2. Update your insurance coverage using the information provided on your insurance policy	JPMORGAN CHASE BANK, N.A. ITS SUCCESSORS AND/OR ASSIGNS P.O. BOX 100564 FLORENCE, SC 29502-0564
	1-678-475-8799

Please review the important information included with this letter. If you have any questions, please call us at 1-877-530-8951 or 1-800-582-0542 for TTY services.

Sincerely,

Chase

Important Information Included: Benefits of Purchasing Your Own Insurance, Frequently Asked Questions, Property Insurance Requirements, Proof of Insurance Cover Sheet, Important Legal Information, Insurance Policy/Certificate

REJECTED + RETURNED
6/22/2015

Exhibit E

Charlie A. Dooley
County Executive

Saint Louis
COUNTY
REVENUE

Eugene K. Leung
Director of Revenue

August 21, 2015

TORREY RONALD ROY SR & CLORIS BANKS H/W
9422 WESTCHESTER DR
SAINT LOUIS MO 63136

Re: 2013 & 2014 Real Estate
9422 Westchester Dr
Locator #13F530460
REFUND AMT: \$1,062.27-2013
\$1,307.65-2014

Dear Property Owner:

With regard to the above referenced Real Property tax record, a duplicate payment was posted for 2013 & 2014.

For 2013 we have received cash payments: One posted on 11/20/13 for \$500.00
One posted on 12/03/13 for \$562.00

A duplicate payment was posted on your account by Chase on 12/05/13 for \$1,062.27

For 2014 we have received a cash payment posted to your account on 12/03/14 of \$1,307.65.
A duplicate payment was posted on your account by Chase on 12/04/14 for \$1,307.65.

If you are responsible for paying your own taxes or escrow your taxes with J.P. Morgan Chase, please contact them to ascertain whether they attempted to make payments to this office on your behalf.

If you are due the refunds for the duplicate payments, please fill out and return the forms enclosed along with copies of a picture ID for each person.

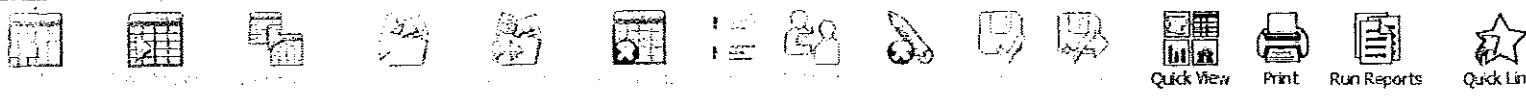
Feel free to contact the undersigned with related questions or concerns.

Respectfully,
Jeffrey Parks
Jeffrey Parks
Fiscal Services Manager

Enclosure
JC

COLLECTION DIVISION

Parcel ID: 13F530460 TORREY RONALD ROY SR & CLORIS BANKS H/W 9422 WESTCHESTER DR SAINT LOUIS MO



Payments Payment Detail

Payment#	Effective Date	Business Date	Amount	Tax Year	Pymt Source	Pymt Type	Method1	Roll Type	Batch	Batch Seq	Trans#	Own#	Wh#
7975473	30-NOV-2007	30-NOV-2007	1,227.10	2007	MCPAY	NML		REAL	0	1877	0		F
8879249	01-DEC-2008	01-DEC-2008	1,252.51	2008	MCPAY	NML		REAL	0	2277	0		F
9777672	03-DEC-2009	03-DEC-2009	1,198.13	2009	MCPAY	NML		REAL	0	24295	0		F
10581920	02-DEC-2010	02-DEC-2010	1,282.87	2010	MCPAY	NML		REAL	0	24915	0		F
11596086	05-DEC-2011	05-DEC-2011	1,243.10	2011	MCPAY	NML		REAL	0	23702	0		F
12508278	05-DEC-2012	05-DEC-2012	1,248.27	2012	MCPAY	NML		REAL	0	23805	0		F
13440167	05-DEC-2013	05-DEC-2013	1,062.27	2013	INTERFACE	NML	WIRE	REAL	0	2	0	0	F
13317798	03-DEC-2013	03-DEC-2013	562.27	2013	Novah	NML	CA	REAL	9996	1	141	0	C
13278194	20-NOV-2013	20-NOV-2013	500.00	2013	Novah	NML	CA	REAL	9949	1	62	0	C
14369719	04-DEC-2014	04-DEC-2014	1,307.65	2014	MCPAY	NML	WIRE	REAL	0	5	0	0	F
14232671	03-DEC-2014	03-DEC-2014	1,307.65	2014	Novah	NML	CA	REAL	11396	1	262	0	C

1-
3-
5-
4

Payer Name/Address

2014 - Tax Due + Pd \$1,307.65 - Paid in Full
 2013 - Tax Due + Pd \$1,062.27 - Paid in Full

Exhibit E