UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

IN RE:	:	CASE NO.:	19-12176
TIMOTHY L. BENTLEY TIMOTHY R. KNEE	:	CHAPTER	13
	:	JUDGE:	BUCHANAN
DEBTORS	:		

DEBTORS' MOTION TO DETERMINE THE PRINCIPAL RESIDENTIAL MORTGAGE PAYMENT; FOR ESCROW ACCOUNT RECONCILIATION AND WAIVER OF UNNOTICED ESCROW CHARGES OR REFUND OF ESCROW SURPLUS; AND MEMORANDUM IN SUPPORT

NOW COME the above-named Debtors, by and through counsel, and respectfully request, pursuant to 11 U.S.C. §105 and Rule 3002.1(b), (h), and (i) of the Federal Rules of Bankruptcy Procedure ("FRBP"), a determination of the proper mortgage payment the Debtors are and were required to pay on their principal residence mortgage to NewRez LLC d/b/a Shellpoint Mortgage Servicing ("Shellpoint" or "Creditor"), for an accounting of the escrow account related to the same, and a waiver of unnoticed escrow charges or refund of escrow surplus. A Memorandum in Support follows.

Respectfully Submitted,

/s/ Paul J. Minnillo
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Cincinnati, Ohio 45208
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Attorney for Debtor(s)

MEMORANDUM IN SUPPORT

1. Background and procedural posture.

Debtors Timothy L. Bentley and Timothy R. Knee ("Debtors") filed a petition in chapter 13 bankruptcy on June 12, 2019. Doc. 1. At the time of the filing of their bankruptcy, Debtor Timothy L. Bentley ("Mr. Bentley") owned the real property located at 4596 Northridge Drive, Batavia, Clermont County, Ohio, 45103, (the "Property"), and the Debtors resided there as their primary residence at all times pertinent hereto. The Property is subject to a mortgage in favor of Creditor. *See* Creditor Proof of Claim 14-1 (the "Mortgage").

The Debtors' confirmed chapter 13 plan provided that the Debtors would pay the ongoing contractual indebtedness for the Mortgage to Creditor as a conduit through the Chapter 13 Trustee and pay the pre-bankruptcy Mortgage arrearage over the life of the chapter 13 plan. Doc. 6 ¶5.1.1 and ¶5.2.1. Creditor's proof of claim shows that the Mortgage payment contains an escrow allotment. Claim 14-1, page 4. The Debtors paid all principal, interest, real estate taxes, and insurance as part of their regular monthly Mortgage payment for the Property. *Id*. The Debtors completed all payments required by the confirmed chapter 13 plan in March, 2024. Doc. 32.

Pursuant to FRBP 3002.1(f), the Chapter 13 Trustee filed a notice of final cure ("NOFC") asserting that the Mortgage was current through March, 2024. Doc. 33. Creditor timely filed a response to the NOFC pursuant to FRBP 3002.1(g) agreeing that the Debtors' mortgage was current. Doc. 34. But nowhere on the record has Creditor acknowledged that a NOPC was not filed for at least one year in which the Mortgage payment changed. Specifically, it appears that Shellpoint failed to file a NOPC in 2020, raising the questions posed herein as to whether the Debtors have overpaid or underpaid their Mortgage and whether the Creditor has paid all escrow items. Likewise, Creditor has never filed a notice that post-petition fees or expenses were incurred by the Debtors.

2. Shellpoint's non-compliance with FRBP 3002.1(b).

Nearly two years after its proof of claim was filed, Shellpoint filed its first NOPC on June 9, 2021 (Doc. 24). After nearly two years, Shellpoint's first NOPC reveals that the Mortgage escrow account has a surplus. It states, "Your ending balance from the last month of the account history (escrow balance anticipated) is 1,906.54 [sic]. Your starting balance (escrow balance required) should be 915.57 [sic]. This means you have a surplus of 990.97 [sic]." Doc. 24, p. 5. The Debtors suspect that a surplus exists because the Property taxes and/or insurance decreased and Shellpoint failed to file the requisite 3002.1(b) notice.[1] Consequently, the Chapter 13 Trustee continued to pay the $699.06 monthly payment to Shellpoint as was specified in Proof of Claim 14-1.

Shellpoint filed annual NOPCs in 2022 and 2023. Docs. 25 and 27. In each of these NOPCs, Shellpoint refused to disclose the status of the escrow account surplus. Although Shellpoint details the anticipated and required balances in the escrow account, it appears that the language specifying the escrow surplus amount that Shellpoint included in its first NOPC was redacted in all subsequent NOPCs. Compare Doc. 24, p.6 with Doc. 25, p.5 and Doc. 27, p.5. No redactions appear to be required by FRBP 9037, leading the Debtor to question the rationale for the redactions. In at least one other chapter 13 proceeding in this district, Shellpoint redacted what appears to be the same surplus language. *See In re Sharon L. Class*, 1:19-bk-13974, Doc. 109, p.5.

The Debtors never received any of the surplus escrow funds. Nor do the Chapter 13 Trustee's records reflect that the escrow surplus funds were sent to her office for administration. The pre-bankruptcy Mortgage arrearage was cured in or around March, 2021 and all Mortgage payments under the chapter 13 plan were timely made (per the Chapter 13 Trustee's records). Because the Mortgage was current in or around March, 2021, Shellpoint was obligated to release the surplus to the Debtors. Upon information and belief, Shellpoint has never released the escrow surplus to the Debtors and may still hold the surplus funds to this date, enjoying the benefit of the use of those funds while depriving the Debtors from receiving them.

3. Shellpoint's non-compliance with FRBP 3002.1(c).

During this chapter 13 proceeding, it appears that Shellpoint has been accruing post-petition "Fees/Late Charges" which it failed to submit to this Court pursuant to FRBP 3002.1(c). *See* Exhibit 1, page 4. Exhibit 1 is a series of two monthly "informational" statements from Shellpoint dated February 17 and March 19, 2024. *Id*. In the February 2024 statement, Shellpoint asserts that a "Past Unpaid Amount" of $564.89 is due from the Debtors. *Id*. at p.2. Shellpoint specifies that the Debtors owe Shellpoint for an "Insufficient Funds balance," legal fees, and other fees. *Id*. In Shellpoint's next monthly statement in March 2024, it reasserts that these fees are owed and demands payment in addition to the regular monthly Mortgage payment (which was coming due in April -- after the chapter 13 completed and conduit closed). *Id*. at p. 3. For fear of falling behind, the Debtors paid Shellpoint what they asserted was owed even though the Debtors knew they were current on the Mortgage. The most recent statement from Shellpoint dated April 12, 2024 reflects that the Debtors were charged for "Fees/Late Charges" in the amount of $504.89 and actually paid them. *See* Exhibit 2.

Accordingly, Debtors seek a full escrow accounting and all relief available under FRBP 3002.1(b), (h), and (i) and 11 U.S.C. §105(a) as detailed below prior to the closing of this case.

LAW AND ARGUMENT

1. A notice of mortgage payment change must be filed under FRBP 3002.1(b).

This motion is brought, in part, pursuant to Rule 3002.1 of the Federal Rules of Bankruptcy

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[1] Public records from the Clermont County Auditor show that Property taxes decreased slightly from $720.87 per half year to $713.56 per half year from 2019 to 2020. Debtors are investigating whether Property insurance changed

Procedure. Specifically, FRBP 3002.1(b) provides that "The holder of the claim shall file and serve on the debtor, debtor's counsel, and the trustee a notice of any change in the payment amount including any change that results from an interest rate or escrow account adjustment, no later than 21 days before a payment in the new amount is due." FRBP 3002.1(b) is applicable to this case pursuant to FRBP 3002.1(a) because the Creditor has a security interest in the Debtors' principal residence and the Debtors paid their monthly Mortgage payment through the chapter 13 trustee as a conduit per the Debtors' confirmed bankruptcy plan.

Compliance with Rule 3002.1 is important to a debtor whose plan provides for "cure and maintain" treatment of a mortgage obligation on a principal residence. The Debtors and the trustee need to be informed about the precise amount of the payment so that the mortgage obligation remains current and the chapter 13 plan does not enter into default. Timely notice of these changes will permit the debtors or trustee to challenge the validity of any escrow amounts, if appropriate, and to adjust post-petition mortgage payments to cover any undisputed or claimed adjustment. Timely payment change notices also offer a window into the escrow accounting conducted by a creditor to ensure that all escrow items are being timely paid. Furthermore, any changes in the monthly mortgage payment can have an impact on the very viability of the plan or the debtor's ability to complete it as scheduled. If the debtor has notice of these changes, he can adjust the plan accordingly. Likewise, if the debtor overpays his mortgage, he can request and obtain a refund for his benefit. The overriding goal of FRBP 3002.1 is to ensure that the debtor can stay current on the post-petition mortgage payments so that when he exits the chapter 13 plan, he will leave with the knowledge that all mortgage payments are current, all taxes and insurance are current, the escrow account is adequately funded for the future, any overpayments are received by the debtor, and that he will have the fresh start guaranteed to debtors who faithfully complete their plan.

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during this time as well.

To that end, FRBP 3002.1(h) provides a procedural mechanism which allows debtors to seek Bankruptcy Court review of the Mortgage payment history to determine if all required Mortgage payments have been made. This motion is timely filed under FRBP 3002.1(h) because it is filed within 21 days of the Creditor's FRBP 3002.1(g) response.

In this case, it is probable that not all of the required FRBP 3002.1(b) notices have been filed. The failure to file such notices, at a minimum, calls into question whether the escrow account is current. It also raises questions as to whether or not real estate taxes, insurance, and other escrow items have been paid in full. Finally, it leads one to believe that the Debtors may have overpaid their escrow account and may be entitled to the use of those funds. In this case, the Debtors' escrow account appears to have been consistently overpaid. Shellpoint appears to have retained the escrow account surplus which should have been provided to the Debtors. Failure to timely file NOPCs in this case prevented the Debtors from fully understanding the status of their escrow account. Furthermore, Shellpoint's pattern and practice of redacting important NOPC information that was both pertinent to the Debtors' escrow account and not confidential exacerbates Shellpoint's problem of failing to abide by the mandatory disclosure requirements of FRBP 3002.1.

Debtors' counsel has requested contemporaneously herewith a mortgage escrow payment history pursuant to 12 C.F.R. § 1024.36.

2. Shellpoint failed to file any notifications of the imposition of fees, expenses, or charges in violation of FRBP 3002.1(c).

Upon information and belief, since the filing of the petition herein, Shellpoint has continually accrued and/or assessed the Debtors with fees, expenses, or charges without filing any notices of post-petition fees, expenses, or charges with this Court pursuant to FRBP 3002.1(c). FRBP 3002.1(c) requires Shellpoint to file "a notice itemizing all fees, expenses, or charges (1) that were incurred in connection with the claim after the bankruptcy case was filed, and (2) that the holder asserts are recoverable against the debtor or against the debtor's principal residence" within 180 days of when the fee, expense or charge was incurred.

In this case, upon information and belief, Shellpoint has assessed charges against the Debtors for "Insufficient Funds balance," legal fees, and other fees more than 180 days prior to the filing of this motion. *See* Exhibit 1. Shellpoint should be ordered to waive the right to collect any unnoticed fees, expenses, or charges and disgorge back to the Debtors any such fees, expenses, or charges that were incurred or paid since the filing of the Petition herein. *See e.g., In re Johnson*, 384 B.R. 763 (Bankr.E.D.Mich.2008)(disallowing a portion of a mortgage creditor's claim on waiver grounds).

3. Shellpoint has violated the automatic stay by collecting unnoticed Mortgage fees from the Debtors that it was not entitled to collect and/or misapplying them.

A creditor that collects a debt which it is not entitled to collect and/or misapplies such payments violates the automatic stay provisions of 11 U.S.C. §362(a)(1), (a)(3), and/or (a)(6). *See, Lopez v. Citimortgage Inc. (In Re Lopez)*, Unreported, 2013 Bankr. Lexis 2977 At *12 (Bankr.P.R. July 23, 2013)(finding mortgagee in contempt for collecting a pre-petition mortgage arrearage both through the plan and outside the plan, post-petition) and *In Re Morales*, unreported, 2020 Bankr. Lexis 1300, (Bankr.P.R. May 18, 2020)(same). In this case, Shellpoint either held for its own benefit or misapplied the Debtors' Mortgage escrow surplus to the Debtors' detriment. Shellpoint knew that the Mortgage payment in this case decreased in 2020. But it failed to notify this Court, the Debtor, Debtor's Counsel, and, most importantly, the Chapter 13 Trustee of the decrease in the monthly Mortgage payment. Consequently, Shellpoint continued to receive a higher payment from the Debtors than it should have – an amount that has not yet been determined. Shellpoint knew or should have known that it was receiving more than it was entitled to during this time, but failed or refused to notify anyone about the overpayment. While it is unclear how the Debtor's overpayment was applied at this stage, it is clear that the Debtors did not receive the escrow surplus. Worse, it appears that the escrow surplus may have been applied to illegal, unnoticed Mortgage fees and/or expenses – another clear violation of the automatic stay. Accordingly, the Debtors seek all relief available under FRBP 3002.1(i) and 11 U.S.C. §362(k).

4. Shellpoint's practice of failing to file NOPCs and to notify bankruptcy courts of the assessment of fees, expenses, and charges is believed to be widespread.

Shellpoint's lack of compliance with 3002.1(b) and the aforementioned provisions of 11 U.S.C. §362(a) is believed to be widespread in this district and beyond. These issues have been raised by Debtor's counsel in this Court in the chapter 13 proceeding of *Monica M. Morningstar*, 1:19-bk-13676, doc. 32 and doc. 52 (finding on a default basis that "Shellpoint has failed to file notices required by Rule 3002.1(b) and/or (c)"). Examples of Shellpoint's other violations in cases where Debtor's counsel is attorney of record include:

1. <u>Mark and Melissa James (1:18-bk-11778, Doc.74)</u>: Violation of 3002.1(b) for failure to timely file Notice of Payment Change ("NOPC");

2. <u>Jonathan and Nicoele Christmon (1:14-bk-15073, Docs. 132 and 138)</u>: Violation of 3002.1(g) for collecting on an alleged mortgage arrearage that was paid;

3. <u>Kenneth and Michelle Dunn (1:15-bk-11789, Doc. 83)</u>: Violations of 3002.1(b) and (c); and

4. <u>LaJuan Fleetwood (1:18-bk-13959, Docs. 70 and 85)</u>: Violation of 3002.1(c) and disgorgement of unnoticed fees.

Shellpoint's failure to abide by the dictates of FRBP 3002.1 must be addressed by this Court in a broad-based and meaningful way, as detailed below.

5. Appropriate relief, including sanctions or punitive damages, against Creditor is warranted for its failure to comply.

FRBP 3002.1(i) provides for "appropriate relief" when a claim holder fails to provide "any information" in connection with notices filed under FRBP 3002.1(b) and (c). Creditor's failure to file timely notice of mortgage payment change might lead one to believe that the escrow amount has never changed during that time. While that may be true in some rare circumstances, it is unlikely here. The Debtors intend to seek discovery from the Creditor to find out the full extent of the Mortgage escrow changes.

Furthermore, the failure of a mortgage holder or servicer to file notices of mortgage payment change deprives a debtor of the ability to timely challenge any inappropriate escrow charges and the right to cure any post-petition deficiencies under § 1322(b)(5). In this case, it deprived the Debtors of a lower monthly Mortgage payment and/or the use of escrow surplus funds. Likewise, the surreptitious assessment of fees against the Debtors outside of this Court's view combined with the application of Debtors' payments to those illegal fees in violation of FRBP 3002.1(c) and 11 U.S.C. §362(a) is sanctionable.

Under 11 U.S.C. §105 and FRBP 3002.1(i), this Court has the authority to require Creditor to file all required notices of mortgage payment change. Implicit in that requirement is a formal escrow accounting for all time periods when this chapter 13 plan has been in effect. The Debtors should have sufficient funding in their escrow account after exiting bankruptcy consistent with their right to cure under 11 U.S.C. § 1322(b)(5) and the escrow accounting standards of the Real Estate Settlement Procedures Act ("RESPA"). Furthermore, it may also preclude Creditor from presenting any such filed notices of mortgage payment changes as evidence in the future. Finally, this Court may "award other appropriate relief, including reasonable expenses and attorney's fees. . ."

In *In re Dewitt,* Judge Guy R. Humphrey recognized that punitive damages are awardable under FRBP 3002.1, reasoning that "the ability of courts to award appropriate punitive damages is a critical deterrent to induce mortgage holders and servicers to make systemic changes that ensure future compliance." *Dewitt*, 651 B.R. 215, 234. That reasoning applies here with equal force as Shellpoint has failed to file at least one of the required FRBP 3002.1(b) notices for a period of nearly two years and failed to file the requisite FRBP 3002.1(c) notices of post-petition fees. Furthermore, there is good reason to believe that Shellpoint's noncompliance with FRBP 3002.1(b) and (c) extends to other debtors in chapter 13 bankruptcy proceedings in multiple jurisdictions.

In this case, it is appropriate to order Creditor to waive the collection of any unnoticed post-petition escrow amounts or adjustments that resulted from Creditor's failure to conduct an escrow analysis and timely file notices of mortgage payment change. It is also appropriate to ensure that the escrow account is sufficiently funded by Creditor, from its own funds, so that no shortage is assessed against the Debtors as a result of Creditor's failure to file the required notices of mortgage payment change that would jeopardize the Debtors' ability to remain current on their Mortgage and to exit the plan with a fresh start. Similarly, if the Debtors' Mortgage payment decreased and the Creditor failed to provide the Debtors with the benefit of the decrease, the Debtors should receive the benefit of that overpayment plus interest. Likewise, Creditor should be ordered to waive the right to collect any such fees, expenses, or charges, including post-petition taxes and insurance and should disgorge those fees back to the Debtors.

Finally, the Debtors have incurred costs and attorney fees in seeking compliance with FRBP 3002.1 and to obtain information about the escrow accounting here and will continue to do so as they seek to ensure that Creditor has met its obligations to them. Therefore, pursuant to FRBP 3002.1(i)(2), an award of reasonable attorney fees is another appropriate remedy for Creditor's failure to comply with FRBP 3002.1.

ACCORDINGLY, the Debtors request the following:

1. That all of notices under FRBP 3002.1(b) be filed,

2. That Creditor be precluded from presenting the FRBP 3002.1(b) notices as evidence in a subsequent proceeding,

3. All appropriate relief under FRBP 3002.1(i), 11 U.S.C. §362(k), and 11 U.S.C. §105 including sanctions and/or punitive damages,

4. That the Debtors be awarded their reasonable attorney fees and costs, in an amount to be separately determined,

5. That Creditor be ordered to conduct an escrow reconciliation and either waive any fees or escrow amounts it should have collected, but did not or refund any overage it collected,

6. That Creditor be required to disgorge any unnoticed fees to the Debtors, and

7. For any other relief which this Court deems just and equitable.

Respectfully Submitted,
/s/ Paul J. Minnillo
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Cincinnati, Ohio 45208
(513)723-1600 /(513)723-1620 (Fax)
pjm@mlg-lpa.com
Attorney for Debtor(s)

NOTICE OF MOTION

Debtors have filed the foregoing motion to determine. Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one. If you do not want the court to grant the relief sought in the application, then on or before twenty-one (21) days from the date set forth in the certificate of service for the application, you must file with the court a response explaining your position by mailing your response by regular U.S. Mail to:

U.S. Bankruptcy Court, Atrium II, Suite 800, 221 East 4th Street, Cincinnati, OH 45202

OR your attorney must file a response using the court's ECF System. The court must receive your response on or before the above date. You must also send a copy of your response either by 1) the court's ECF System or by 2) regular U.S. Mail to:

Timothy L. Bentley and Timothy R. Knee, 4596 Northridge Dr., Batavia, OH 45103
Minnillo Law Group Co., LPA, 2712 Observatory Avenue, Cincinnati, OH 45208
Margaret A. Burks, Chapter 13 Trustee, 600 Vine St., Ste. 2200, Cincinnati, OH 45202
US Trustee, 550 Main St., Ste. 4-812, Cincinnati, OH 45202

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the application and may enter an order granting that relief without further hearing or notice.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Motion was served (i) **electronically** on the date of filing through the Court's ECF System on all ECF participants registered on this case at the email address registered with the Court and (ii) by **U.S. Mail** as detailed below on 3/30/24 addressed to:

Via Certified U.S. Mail
NewRez LLC d/b/a Shellpoint Mortgage Servicing, c/o its Statutory Agent, Corporation Service Company, 1160 Dublin Road, Suite 400, Columbus Oh 43215

Via Regular US Mail
Timothy L. Bentley, Timothy R. Knee, 4596 Northridge Dr., Batavia, OH 45103

/s/ Paul J. Minnillo
Paul J. Minnillo, Esq. (OH-0065744)

EXHIBIT 1

shellpoint
A DIVISION OF NEWREZ

DO NOT SEND MAIL OR PAYMENTS TO THIS ADDRESS
P.O. Box 619063 • Dallas, TX 75261-9063

2-811-01382-0000784-001-000-010-000-000

TIMOTHY L BENTLEY
4596 NORTHRIDGE DR
BATAVIA OH 45103-1329

Statement Date: 02/17/2024

Account Number	[redacted]9461
Next Due Date	03/01/2024
Payment Amount	**$564.89**

Phone: 866-317-2347
Website: www.shellpointmtg.com

Explanation of Payment Amount (Post-Petition Payment)

Principal	$0.00
Interest	$0.00
Escrow (Taxes and Insurance)	$0.00
Less Buydown	$0.00
Regular Monthly Payment	**$0.00**
Total Fees and Charges	$0.00
Past Unpaid Amount	$564.89
Total Payment Amount	**$564.89**

This payment amount does not include any amount that was past due before you filed for bankruptcy.

Bankruptcy Messages

If your bankruptcy requires you to send your regular monthly payments to the Trustee, you should pay the Trustee instead of us. Please contact your attorney or the Trustee if you have questions.

Our records show that you are a debtor in bankruptcy.

We are sending this statement to you for informational and compliance purposes only. It is not an attempt to collect a debt against you.

If you want to stop receiving statements, write us.

Past Payments Breakdown

	Paid Last Month	Paid Year to Date
Principal	$1,680.62	$1,680.62
Interest	$899.83	$899.83
Escrow	$938.96	$938.96
Fees/Late Charges	$0.00	$0.00
Partial Payment(Unapplied)*	-$637.06	$0.00
Total	**$2,882.35**	**$3,519.41**

Important Messages

***Partial Payments:** Any partial payments listed here are not applied to your mortgage, but instead are held in one or more separate suspense accounts. Once we receive funds equal to a full monthly payment, we will apply those funds to your mortgage.

This statement may not show recent payments you sent to the Trustee that the Trustee has not yet forwarded to us. Please contact your attorney or the Trustee if you have questions.

The information contained in this statement may not include payments made directly to the Trustee and may not be consistent with the Trustee's records. Please contact your attorney or the Trustee if you have questions.

Total Fees/Paid Unpaid Amount/Total Payment Amount*. Please be advised that post-petition fees, expenses or charges reflected on this statement might be subject to additional disclosure requirements under Rule 3002.1 of the Federal Rules of Bankruptcy Procedure. In the event such post-petition fees, expenses or charges are disallowed by the bankruptcy court, a subsequent waiver will be applied to your account.

Account Information

Outstanding Principal	$44,695.38
Interest Rate	5.8750%
Prepayment Penalty	None
Property Address:	4596 NORTHRIDGE DR BATAVIA OH 45103
Contractual Due Date:	March 1, 2024
Current Escrow Balance	$1,225.72
Deferred Principal	$0.00
Deferred Interest	$0.00
Assistance Balance	$0.00
Reserve Balance	$0.00
Maturity Date	02/01/2034

Additional Messages

Affected by COVID-19? Assistance may be available. We offer relief options. Visit our website www.shellpointmtg.com or call us at 866-825-2174 to see if you qualify.

For questions regarding the servicing of your loan, please contact us at 866-317-2347 Monday-Friday 8:00AM-9:00PM, and Saturday 10:00AM-2:00PM Eastern Time.

See Total Payment Amount Breakdown on page 2.
For information about your payments, total amount due, and any additional payment history, see reverse side.

Summary of Amounts Past Due Before Bankruptcy Filing (Pre-Petition Arrearage)

Paid Last Month	$0.00
Total Paid During Bankruptcy	$4,268.57
Current Balance	$3,754.95

This box shows amounts that were past due when you filed for bankruptcy. It may also include other allowed amounts on your mortgage loan. The Trustee is sending us the payments shown here. These are separate from your regular monthly mortgage payment.

Note: If the pre-petition arrearage amount is being disputed, or has not yet been determined by us, this statement may include an unresolved amount of the pre-petition arrearage.

Detach and return with payment:

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Loan Number: [redacted]9461
TIMOTHY L BENTLEY

Property Address:
4596 NORTHRIDGE DR
BATAVIA OH 45103

If your bankruptcy plan requires you to send your regular monthly mortgage payments to the Trustee, do not send your payment to us. Instead you should send your payment to the Trustee.

SHELLPOINT MORTGAGE SERVICING
PO BOX 650840
DALLAS, TX 75265-0840

Amount Due

Payment Date	**03/01/2024**
Payment Amount	**$564.89**

Please write clearly inside space provided

Payment Amount	$
Additional Principal	$
Late / Other Charges	$
Additional Escrow	$
Total Amount Enclosed (Please do not send cash)	$

INTERNET REPRINT

Total Payment Breakdown

Total of all Payments Due	$0.00	Other Fee Balance (details below)**	$100.00
Total Principal Balance	$0.00	Total Deferred Principal Balance	$0.00
Total Interest Balance	$0.00	Total Deferred Interest Balance	$0.00
Default Interest	$0.00	Total Additional Balance	$0.00
Late Charge Balance	$0.00	Unapplied Amount	$0.00
Insufficient Funds Balance	$60.00		
Legal Fee Balance (details below)*	$404.89	Total	$564.89

Fee Details

Legal fee components*

FC Costs	$404.89

Other fee components**

Property Inspection	$100.00

Transaction Activity (01/19/2024 - 02/16/2024)

Date	Description	Charges	Payments
01/19/2024	County Tax Bill 1	$1,174.71	$0.00
01/22/2024	Partial Payment Unapplied*	$0.00	$745.57
01/22/2024	Partial Payment Unapplied*	$0.00	-$745.57
01/22/2024	Regular Payment - (Due 11/1/2023)	$0.00	$745.57
02/09/2024	Partial Payment Unapplied*	$0.00	$854.08
02/09/2024	Partial Payment Unapplied*	$0.00	-$1,491.14
02/09/2024	Regular Payment - (Due 12/1/2023)	$0.00	$745.57
02/09/2024	Regular Payment - (Due 1/1/2024)	$0.00	$745.57
02/16/2024	Partial Payment Unapplied*	$0.00	$1,282.70
02/16/2024	Partial Payment Unapplied*	$0.00	-$745.57
02/16/2024	Regular Payment - (Due 2/1/2024)	$0.00	$745.57
02/16/2024	Partial Payment Unapplied*	$0.00	-$537.13
02/16/2024	Principal Only Payment	$0.00	$537.13

Federal law requires us to tell you how we collect, share, and protect your personal information. Our Privacy Policy has not changed. You can review our policy and practices with respect to your personal information at www.shellpointmtg.com or request a copy to be mailed to you by calling us at 866-317-2347.

Important Notice: Newrez LLC dba Shellpoint Mortgage Servicing is a debt collector. This is not an attempt to collect a debt due to your bankruptcy filing. Newrez LLC dba Shellpoint Mortgage Servicing's NMLS ID is 3013.

Important Notice: Please be advised that post-petition fees, expenses or charges reflected on this statement might be subject to additional disclosure to the bankruptcy court under Rule 3002.1 of the Federal Rules of Bankruptcy Procedure. In the event such post-petition fees, expenses or charges are disallowed by the bankruptcy court, a subsequent waiver will be applied to your account.

If you are a customer in bankruptcy or a customer who has received a bankruptcy discharge of this debt: please be advised that this notice is to advise you of the status of your mortgage loan. This notice constitutes neither a demand for payment nor a notice of personal liability to any recipient hereof, who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code.

Notice of Error or Information Request Address
You have certain rights under Federal law related to resolving errors in the servicing of your loan and requesting information about your loan. If you want to request information about your loan or if you believe an error has occurred in the servicing of your loan and would like to submit an Error Resolution or Informational Request, please write to us. Additionally, if you believe we have furnished inaccurate information to credit reporting agencies, please write to us with specific details regarding those errors and any supporting documentation that you have and we will assist you. Error Resolution, including concerns of inaccurate information sent to credit reporting agencies, or requests for information should be sent to the following address:

Shellpoint Mortgage Servicing
P.O. Box 10826
Greenville, SC 29603

Housing Counselor Information: If you would like counseling or assistance, you can contact the following:
U.S. Department of Housing and Urban Development (HUD): For a list of homeownership counselors or counseling organizations in your area, go to http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm or call 800-569-4287.

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If you prefer to receive communication in a language other than English, please contact us at 866-317-2347 to speak with a translator in your preferred language about the servicing of your loan or a document you received.

Address, Phone, and Name Changes

Type of change (check all that apply)

____ Address ____ Phone ____ Name** ____ Email Address

**Please remember: Name changes require a signature and a copy of a legal document noting the new name. Examples of legal documents are marriage licenses and divorce decrees.

Your Account # ______________________ Social Security Number: ______________________

Old Borrower Name: ______________________ New Borrower Name: ______________________

Old Co-Borrower Name: ______________________ New Co-Borrower Name: ______________________

Borrower Signature: ______________________ Co-Borrower Signature: ______________________

New Mailing Address: ______________________

New Phone Number: Day (__) ___-____ Evening (__) ___-____ Email Address ______________________

shellpoint
A DIVISION OF NEWREZ

DO NOT SEND MAIL OR PAYMENTS TO THIS ADDRESS
P.O. Box 619063 • Dallas, TX 75261-9063

6-811-01974-0000593-001-000-010-000-000

TIMOTHY L BENTLEY
4596 NORTHRIDGE DR
BATAVIA OH 45103-1329

Statement Date: 03/19/2024

Account Number	[redacted]9461
Next Due Date	04/01/2024
Payment Amount	**$1,310.46**

Phone: 866-317-2347
Website: www.shellpointmtg.com

Explanation of Payment Amount (Post-Petition Payment)

Principal	$293.44
Interest	$217.39
Escrow (Taxes and Insurance)	$234.74
Less Buydown	$0.00
Regular Monthly Payment	**$745.57**
Total Fees and Charges	$0.00
Past Unpaid Amount	$564.89
Total Payment Amount	**$1,310.46**

This payment amount does not include any amount that was past due before you filed for bankruptcy.

Bankruptcy Messages

If your bankruptcy requires you to send your regular monthly payments to the Trustee, you should pay the Trustee instead of us. Please contact your attorney or the Trustee if you have questions.

Our records show that you are a debtor in bankruptcy.

We are sending this statement to you for informational and compliance purposes only. It is not an attempt to collect a debt against you.

If you want to stop receiving statements, write us.

Past Payments Breakdown

	Paid Last Month	Paid Year to Date
Principal	$0.00	$1,680.62
Interest	$0.00	$899.83
Escrow	$0.00	$938.96
Fees/Late Charges	$0.00	$0.00
Total	**$0.00**	**$3,519.41**

Important Messages

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Total Fees/Paid Unpaid Amount/Total Payment Amount*. Please be advised that post-petition fees, expenses or charges reflected on this statement might be subject to additional disclosure requirements under Rule 3002.1 of the Federal Rules of Bankruptcy Procedure. In the event such post-petition fees, expenses or charges are disallowed by the bankruptcy court, a subsequent waiver will be applied to your account.

Account Information

Outstanding Principal	$44,695.38
Interest Rate	5.8750%
Prepayment Penalty	None
Property Address:	4596 NORTHRIDGE DR BATAVIA OH 45103
Contractual Due Date:	March 1, 2024
Current Escrow Balance	$1,225.72
Deferred Principal	$0.00
Deferred Interest	$0.00
Assistance Balance	$0.00
Reserve Balance	$0.00
Maturity Date	02/01/2034

Additional Messages

Affected by COVID-19? Assistance may be available. We offer relief options. Visit our website www.shellpointmtg.com or call us at 866-825-2174 to see if you qualify.

For questions regarding the servicing of your loan, please contact us at 866-317-2347 Monday-Friday 8:00AM-9:00PM, and Saturday 10:00AM-2:00PM Eastern Time.

See Total Payment Amount Breakdown on page 2.
For information about your payments, total amount due, and any additional payment history, see reverse side.

Summary of Amounts Past Due Before Bankruptcy Filing (Pre-Petition Arrearage)

Paid Last Month	$0.00
Total Paid During Bankruptcy	$4,268.57
Current Balance	$3,754.95

This box shows amounts that were past due when you filed for bankruptcy. It may also include other allowed amounts on your mortgage loan. The Trustee is sending us the payments shown here. These are separate from your regular monthly mortgage payment.

Note: If the pre-petition arrearage amount is being disputed, or has not yet been determined by us, this statement may include an unresolved amount of the pre-petition arrearage.

Detach and return with payment.

shellpoint
A DIVISION OF NEWREZ

Loan Number: [redacted]9461
TIMOTHY L BENTLEY

Property Address:
4596 NORTHRIDGE DR
BATAVIA OH 45103

If your bankruptcy plan requires you to send your regular monthly mortgage payments to the Trustee, do not send your payment to us. Instead you should send your payment to the Trustee.

SHELLPOINT MORTGAGE SERVICING
PO BOX 650840
DALLAS, TX 75265-0840

Amount Due

Payment Date	**04/01/2024**
Payment Amount	**$1,310.46**

Please write clearly inside space provided

Payment Amount	$
Additional Principal	$
Late / Other Charges	$
Additional Escrow	$
Total Amount Enclosed (Please do not send cash)	$

INTERNET REPRINT

Total Payment Breakdown

Total of all Payments Due	$745.57	Other Fee Balance (details below)**	$100.00
Total Principal Balance	$0.00	Total Deferred Principal Balance	$0.00
Total Interest Balance	$0.00	Total Deferred Interest Balance	$0.00
Default Interest	$0.00	Total Additional Balance	$0.00
Late Charge Balance	$0.00	Unapplied Amount	$0.00
Insufficient Funds Balance	$60.00		
Legal Fee Balance (details below)*	$404.89	Total	$1,310.46

Fee Details

Legal fee components*	
FC Costs	$404.89

Other fee components**	
Property Inspection	$100.00

Payment Breakdown

	Unpaid Balance
Payment Due 04/01/2024	$745.57

Transaction Activity (02/17/2024 - 03/18/2024)

Date	Description	Charges	Payments
	*No transaction activity during this period.		

Federal law requires us to tell you how we collect, share, and protect your personal information. Our Privacy Policy has not changed. You can review our policy and practices with respect to your personal information at www.shellpointmtg.com or request a copy to be mailed to you by calling us at 866-317-2347.

Important Notice: Newrez LLC dba Shellpoint Mortgage Servicing is a debt collector. This is not an attempt to collect a debt due to your bankruptcy filing. Newrez LLC dba Shellpoint Mortgage Servicing's NMLS ID is 3013.

Important Notice: Please be advised that post-petition fees, expenses or charges reflected on this statement might be subject to additional disclosure to the bankruptcy court under Rule 3002.1 of the Federal Rules of Bankruptcy Procedure. In the event such post-petition fees, expenses or charges are disallowed by the bankruptcy court, a subsequent waiver will be applied to your account.

If you are a customer in bankruptcy or a customer who has received a bankruptcy discharge of this debt: please be advised that this notice is to advise you of the status of your mortgage loan. This notice constitutes neither a demand for payment nor a notice of personal liability to any recipient hereof, who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code.

Notice of Error or Information Request Address
You have certain rights under Federal law related to resolving errors in the servicing of your loan and requesting information about your loan. If you want to request information about your loan or if you believe an error has occurred in the servicing of your loan and would like to submit an Error Resolution or Informational Request, please write to us. Additionally, if you believe we have furnished inaccurate information to credit reporting agencies, please write to us with specific details regarding those errors and any supporting documentation that you have and we will assist you. Error Resolution, including concerns of inaccurate information sent to credit reporting agencies, or requests for information should be sent to the following address:

Shellpoint Mortgage Servicing
P.O. Box 10826
Greenville, SC 29603

Housing Counselor Information: If you would like counseling or assistance, you can contact the following:
U.S. Department of Housing and Urban Development (HUD): For a list of homeownership counselors or counseling organizations in your area, go to http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm or call 800-569-4287.

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A successor in interest is someone who acquires an ownership interest in a property secured by a mortgage loan by transfer upon the death of a relative, as a result of a divorce or legal separation, through certain trusts, between spouses, from a parent to a child, or when a borrower who is a joint tenant or tenant by the entirety dies. If you are a successor in interest, or you think you might be, please contact by phone, mail or email to start the confirmation process.

Address, Phone, and Name Changes

Type of change (check all that apply)

____ Address ____Phone ____Name** ____Email Address

**Please remember:
Name changes require a signature and a copy of a legal document noting the new name. Examples of legal documents are marriage licenses and divorce decrees.

Your Account # ______________________ Social Security Number: ______________________

Old Borrower Name: ______________________ New Borrower Name: ______________________

Old Co-Borrower Name: ______________________ New Co-Borrower Name: ______________________

Borrower Signature: ______________________ Co-Borrower Signature: ______________________

New Mailing Address: ______________________

____

____

New Phone Number: Day (___) ___-____ Evening (___) ___-____ Email Address ______________________

shellpoint
A DIVISION OF NEWREZ

REPRESENTATION OF PRINTED DOCUMENT

Statement Date: 02/17/2024

Account Number: [redacted]9461

2-811-01382-0000784-001-000-010-000-000
TIMOTHY L BENTLEY
4596 NORTHRIDGE DR
BATAVIA OH 45103-1329

Continued from previous page

A successor in interest is someone who acquires an ownership interest in a property secured by a mortgage loan by transfer upon the death of a relative, as a result of a divorce or legal separation, through certain trusts, between spouses, from a parent to a child, or when a borrower who is a joint tenant or tenant by the entirety dies. If you are a successor in interest, or you think you might be, please contact by phone, mail or email to start the confirmation process.

Exhibit 2

shellpoint
A DIVISION OF NEWREZ

DO NOT SEND MAIL OR PAYMENTS TO THIS ADDRESS
P.O. Box 619063 • Dallas, TX 75261-9063

Statement Date: 04/12/2024

Account Number	[redacted]9461
Next Due Date	05/01/2024
Payment Amount	**$745.57**

4-811-02446-0000221-001-1-000-010-000-000

TIMOTHY L BENTLEY
4596 NORTHRIDGE DR
BATAVIA OH 45103-1329

Phone: 866-317-2347
Website: www.shellpointmtg.com

Explanation of Payment Amount (Post-Petition Payment)

Principal	$297.77
Interest	$213.06
Escrow (Taxes and Insurance)	$234.74
Less Buydown	$0.00
Regular Monthly Payment	**$745.57**
Total Fees and Charges	$0.00
Past Unpaid Amount	$0.00
Total Payment Amount	**$745.57**

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Past Payments Breakdown

	Paid Last Month	Paid Year to Date
Principal	$1,177.62	$2,858.24
Interest	$435.19	$1,335.02
Escrow	$585.85	$1,524.81
Fees/Late Charges	$504.89	$504.89
Total	**$2,703.55**	**$6,222.96**

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Account Information

Outstanding Principal	$43,517.76
Interest Rate	5.8750%
Prepayment Penalty	None
Property Address:	4596 NORTHRIDGE DR BATAVIA OH 45103
Contractual Due Date:	May 1, 2024
Current Escrow Balance	$311.57
Deferred Principal	$0.00
Deferred Interest	$0.00
Assistance Balance	$0.00
Reserve Balance	$0.00
Maturity Date	02/01/2034

Additional Messages

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Total Paid During Bankruptcy	$4,268.57
Current Balance	$3,754.95

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Detach and return with payment.

shellpoint
A DIVISION OF NEWREZ

Loan Number: [redacted]9461
TIMOTHY L BENTLEY

Property Address:
4596 NORTHRIDGE DR
BATAVIA OH 45103

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SHELLPOINT MORTGAGE SERVICING
PO BOX 650840
DALLAS, TX 75265-0840

Amount Due

Payment Date	**05/01/2024**
Payment Amount	**$745.57**

Please write clearly inside space provided

Payment Amount	$
Additional Principal	$
Late / Other Charges	$
Additional Escrow	$
Total Amount Enclosed (Please do not send cash)	$

[redacted]

Account Number [redacted]9461

Total Payment Breakdown

Total of all Payments Due	$745.57	Other Fee Balance (details below)**	$0.00
Total Principal Balance	$0.00	Total Deferred Principal Balance	$0.00
Total Interest Balance	$0.00	Total Deferred Interest Balance	$0.00
Default Interest	$0.00	Total Additional Balance	$0.00
Late Charge Balance	$0.00	Unapplied Amount	$0.00
Insufficient Funds Balance	$0.00		
Legal Fee Balance (details below)*	$0.00	**Total**	$745.57

Payment Breakdown

	Unpaid Balance
Payment Due 05/01/2024	$745.57

Transaction Activity (03/19/2024 - 04/11/2024)

Date	Description	Charges	Payments
03/22/2024	Partial Payment Unapplied*	$0.00	$208.44
03/25/2024	Partial Payment Unapplied*	$0.00	$745.57
03/25/2024	NSF Fee Waiver	-$60.00	$0.00
03/25/2024	Late Charge Waive	-$1,380.64	$0.00
03/25/2024	Partial Payment Unapplied*	$0.00	-$745.57
03/25/2024	Regular Payment - (Due 3/1/2024)	$0.00	$745.57
03/25/2024	Partial Payment Unapplied*	$0.00	-$208.44
03/25/2024	Principal Only Payment	$0.00	$208.44
03/29/2024	Hazard Disbursement	$1,500.00	$0.00
04/08/2024	Partial Payment Unapplied*	$0.00	$882.97
04/08/2024	Escrow Only Payment	$0.00	$116.37
04/08/2024	Property Inspection Payment	$0.00	$20.00
04/08/2024	FC Costs Payment	$0.00	$363.89
04/08/2024	Partial Payment Unapplied*	$0.00	-$500.26
04/08/2024	FC Costs Waiver	$0.00	$41.00
04/08/2024	Property Inspection Waiver	$0.00	$80.00
04/11/2024	Partial Payment Unapplied*	$0.00	$745.57
04/11/2024	Partial Payment Unapplied*	$0.00	-$745.57
04/11/2024	Regular Payment - (Due 4/1/2024)	$0.00	$745.57
04/11/2024	Partial Payment Unapplied*	$0.00	-$382.71
04/11/2024	Principal Only Payment	$0.00	$382.71

Federal law requires us to tell you how we collect, share, and protect your personal information. Our Privacy Policy has not changed. You can review our policy and practices with respect to your personal information at www.shellpointmtg.com or request a copy to be mailed to you by calling us at 866-317-2347.

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Notice of Error or Information Request Address
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Shellpoint Mortgage Servicing
P.O. Box 10826
Greenville, SC 29603

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____ Address ____Phone ____Name** ____Email Address

Your Account # ____________________ Social Security Number: ____________________

Old Borrower Name: ____________________ New Borrower Name: ____________________

Old Co-Borrower Name: ____________________ New Co-Borrower Name: ____________________

Borrower Signature: ____________________ Co-Borrower Signature: ____________________

New Mailing Address: ____________________

New Phone Number: Day (___) ___-____ Evening (___) ___-____ Email Address ____________________

shellpoint
A DIVISION OF NEWREZ

Statement Date: 04/12/2024

Account Number: [redacted]9461

4-811-02446-0000221-001-2-000-010-000-000
TIMOTHY L BENTLEY
4596 NORTHRIDGE DR
BATAVIA OH 45103-1329

Continued from previous page

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A successor in interest is someone who acquires an ownership interest in a property secured by a mortgage loan by transfer upon the death of a relative, as a result of a divorce or legal separation, through certain trusts, between spouses, from a parent to a child, or when a borrower who is a joint tenant or tenant by the entirety dies. If you are a successor in interest, or you think you might be, please contact by phone, mail or email to start the confirmation process.