File a Motion:

1:19-bk-13676 Monica M Morningstar

Type: bk	Chapter: 13 v	Office: 1 (Cincinnati)
Assets: y	Judge: bab	Case Flag: RepeatPACER

U.S. Bankruptcy Court

Southern District of Ohio

Notice of Electronic Filing

The following transaction was received from Paul J Minnillo entered on 6/10/2021 at 12:08 PM EDT and filed on 6/10/2021

Case Name: Monica M Morningstar
Case Number: 1:19-bk-13676
Document Number: 33

Docket Text:
Motion for Determination of Final Cure and Mortgage Payment re: Rule 3002.1 (Claim # 15) Filed by Debtor Monica M Morningstar (Minnillo, Paul)

The following document(s) are associated with this transaction:

Document description: Main Document
Original filename:M:\ECF\Morningstar, Monica\mtn to determine_Redacted.pdf
Electronic document Stamp:
[STAMP bkecfStamp_ID=1010432739 [Date=6/10/2021] [FileNumber=52945873-0] [5e7172de242ecf98b8b7336353695a9dcc785f1e662ee7efb682ebf39bf7050570 9332dccd6c280c2e3f686e244eef29df97715af970adada2346c90e671ccf6]]

1:19-bk-13676 Notice was electronically served on the date of entry on the following recipients:

Asst US Trustee (Cin)
ustpregion09.ci.ecf@usdoj.gov

Margaret A Burks
Cincinnati@cinn13.org

Paul J Minnillo on behalf of Debtor Monica M Morningstar
pjm@mlg-lpa.com, alr@mlg-lpa.com;atty_minnillo@bluestylus.com;minnillopr75642@notify.bestcase.com;sda@mlg-lpa.com

Andrew L. Ruben on behalf of Debtor Monica M Morningstar
alr@mlg-lpa.com, pjm@mlg-lpa.com;rubenar75642@notify.bestcase.com;sda@mlg-lpa.com

Paul S Visnovske on behalf of Creditor NewRez, LLC
cmecfcourt@gmail.com

1:19-bk-13676 Notice was not electronically mailed to:

PRA Receivables Management, LLC
PO Box 41067
Norfolk, VA 23541

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

IN RE:	:	CASE NO.:	19-13676
MONICA MORNINGSTAR	:	CHAPTER:	13
DEBTOR	:	JUDGE:	BUCHANAN

DEBTOR'S MOTION TO DETERMINE MORTGAGE PAYMENT PURSUANT TO FRBP 3002.1(b), FOR ESCROW ACCOUNT RECONCILIATION, FOR WAIVER OF UNNOTICED ESCROW CHARGES OR REFUND OF ESCROW SURPLUS, AND FOR DISGORGEMENT OF UNNOTICED FEES, COSTS, OR CHARGES PURSUANT TO FRPB 3002.1(c) WITH CLASS ACTION ALLEGATIONS

Comes now the above-named Debtor, by and through counsel, and respectfully requests, pursuant to 11 U.S.C. §105 and Rule 3002.1(b), (c) and (i) of the Federal Rules of Bankruptcy Procedure (FRBP), a determination of the proper mortgage payment the Debtor is required to pay on her 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, for the disgorgement of any fees, costs, or charges, and a waiver of unnoticed escrow charges or refund of escrow surplus. Because Shellpoint's violations of 3002.1 are believed to be pervasive, the Debtor further requests, pursuant to FRBP 9014(c), that FRBP 7023 be made applicable to this contested matter. A Memorandum in Support follows.

Respectfully Submitted,

/s/ Paul J. Minnillo
Paul J. Minnillo, Esq. (OH-0065744)
MINNILLO LAW GROUP CO., LPA
2712 Observatory Avenue
Cincinnati, Ohio 45208
(513)723-1600 /(513)723-1620 (Fax)
pjm@mlg-lpa.com
Attorney for Debtor(s)

MEMORANDUM IN SUPPORT

I. PROCEDURAL AND FACTUAL HISTORY

Debtor Monica Morningstar ("Debtor" or "Ms. Morningstar") filed a petition in chapter 13 bankruptcy on October 8, 2019 (the "Petition"). At the time of the filing of the Petition, Ms. Morningstar owned the property located at 3261 Paprika Court, Cincinnati, Hamilton County, Ohio 45251, and resided there as her primary residence (the "Property"). The Property is subject to a mortgage which is currently serviced by Shellpoint. *See* Creditor Proof of Claim 15-1 and Doc. 31 (Notice of Transfer of Claim Other Than For Security)(the "Mortgage").

The Debtor's confirmed chapter 13 plan provides that the Debtor will pay the ongoing indebtedness for the Mortgage to Shellpoint through the chapter 13 trustee as a conduit and pay any prepetition mortgage arrearage over the life of the chapter 13 plan (the "Plan"). Doc. 7, ¶5.1.1 and 5.2.1, respectively. Shellpoint's proof of claim shows that the Mortgage payment to be paid pursuant to the Plan contains an escrow allotment. Claim 15-1, page 4, Part 4. The Debtor pays all real estate taxes, property insurance, and private mortgage insurance as part of her regular monthly Mortgage payment for the Property. *Id*.

The regular monthly Mortgage payment amount for the Property has never changed over the life of the Plan. A review of the docket shows that neither Shellpoint nor any other entity has filed a notice of mortgage payment change ("NOPC") pursuant to FRBP 3002.1(b).[1] Consequently, the chapter 13 trustee has continued to pay Shellpoint the amount set forth in its

[1] Shellpoint is the assignee of Ditech Financial, LLC ("Ditech"). *See* Doc. 30.

original proof of claim, filed in 2019 -- $979.57 per month. *See* trustee's pay history for claim 15 attached hereto as Exhibit 1.[2]

The Mortgage is a fixed rate mortgage. *See* Claim 6-2, page 20, para. 2. However, records from the Hamilton County Auditor's office reflect that the real estate taxes for the Property have steadily increased since this case was filed in 2019. Attached hereto is a printout showing the history of real estate tax assessments for the Property. *See* Exhibit 2. It shows that the Property's taxes have fluctuated from $1,292.28 per half year in June, 2019 to $1,489.74 per half year in January, 2021.

Other escrow obligations have fluctuated as well. Mortgage statements issued by Shellpoint's assignor, Ditech, show that hazard insurance premiums for the Property were expected to be $900.00 per year (See Claim 15-1, page 26), but were actually $847.00 per year (See Exhibit 3). Likewise, mortgage insurance premiums have decreased since the Petition was filed from $76.62 per month (See Claim 15-1, page 26) to $75.15 per month (See Exhibit 4). The tax and insurance fluctuations are at least partially accounted for internally by Ditech and Shellpoint. In the statements issued to Ms. Morningstar by Ditech and Shellpoint after the Petition was filed, the monthly Mortgage payment decreased from $979.57 on December 13, 2019 (See Claim 15-1, page 25) to $940.58 on December 16, 2019 (See Exhibit 5) and then increased to $977.70 on February 1, 2021 (See Exhibit 6). The monthly mortgage payment has decreased during the life of the Plan, but the chapter 13 trustee, as required, has continually scheduled to pay Shellpoint $979.57 per month, an amount greater than what has been required in every month since December, 2019.

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[2] Exhibit 1 shows disbursements to Shellpoint in varying amounts and that there is a post-petition arrearage of $2.669.95. Because Shellpoint has not filed the required notices pursuant to FRBP 3002.1(b) and (c), the actual arrearage is less and will likely be zero or overpaid as the Debtor continues to make her chapter 13 plan payments.

II. LAW AND ARGUMENT

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

This objection is brought, in part, pursuant to Rule 3002.1 of the Federal Rules of Bankruptcy Procedure. Specifically, Rule 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 Debtor's principal residence and the Debtor is paying the monthly mortgage payment through the chapter 13 trustee as a conduit per the Debtor's 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 Debtor, the Debtor's counsel, 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 Debtor 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. 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, she can adjust her plan accordingly. The overriding goal of FRBP 3002.1 is to ensure that the Debtor can stay current on her post-petition mortgage payments so that when she exits her chapter 13 plan, she will leave with the knowledge that all mortgage payments are current and that she will have her fresh start.

In this case, the required FRBP 3002.1(b) notices have not been filed. The failure to file such notices, at a minimum, calls into question whether the escrow account is current. It also raises the question as to whether or not real estate taxes, insurance, and other escrow items are being paid in full. Finally, it leads one to believe that the Debtor may have overpaid her escrow account and may be entitled to the use of those funds. Worse, the failure to file notices of payment changes oftentimes results in the accrual of significant escrow arrearages which the Debtor may be asked to pay and cannot, thereby placing her in a default status.

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

Likewise, since the filing of the petition herein, Shellpoint has continually assessed the Debtor with fees, expenses, or charges without filing any notices of post-petition fees, expenses, or charges 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, Shellpoint has assessed charges against the Debtor for "Property Inspection" (See Exhibit 6) and "Late Charge Payment" (See Exhibit 7) more than 180 days prior to the filing of this motion. It appears that a Late Charge Payment was collected by Shellpoint from the Debtor in the amount of $500.58. Exhibit 7, page 2. No notice of the assessment or payment of that charge has been filed with this Court. Likewise, the Debtor was assessed multiple $20.00 charges for Property Inspections. Exhibit 6, page 2-3 and Exhibit 7, page 2. Shellpoint's practice of failing to notify bankruptcy courts of the assessment of fees, expenses, and charges is believed to be widespread.

Shellpoint should be ordered to waive the right to collect any unnoticed fees, expenses, or charges and disgorge back to the Debtor any such fees, expenses, or charges that were incurred or paid since the filing of the Petition herein.

C. Appropriate relief, including sanctions, against Shellpoint are 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) or (c). Shellpoint's failure to file any notices of mortgage payment change might lead any party in interest in this bankruptcy proceeding to believe that the escrow amount has never changed over the life of the plan. As set forth above, the Debtor has ample evidence of fluctuations in Property taxes, hazard insurance, and mortgage insurance since the filing of the Petition. Additionally, fees, expenses, and charges have been assessed against the Debtor and, in some instances, paid by the Debtor unknowingly and in the absence of any timely filed notice pursuant to FRBP 3002.1(c)

Under 11 U.S.C. §105 and FRBP 3002.1(i), this Court has the authority to require Shellpoint to file all required notices of mortgage payment change. Implicit in that requirement would be a formal escrow accounting for all time periods since the filing of the Petition herein. Furthermore, it may also preclude Shellpoint 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 this case, it is appropriate to order Shellpoint to waive the collection of any unnoticed post-petition escrow charges or adjustments that resulted from Shellpoint's failure to conduct an escrow analysis and file notices of mortgage payment change for more than a year. It is also appropriate to ensure that the escrow account is sufficiently funded by Shellpoint so that no shortage is assessed against the Debtor as a result of the mortgage servicer's failure to file the required notices of mortgage payment change that would jeopardize the Debtor's ability to be current on her Mortgage and to exit the plan with a fresh start.

Finally, the Debtor has incurred costs and attorney fees in seeking compliance with FRBP 3002.1(b) and (c) and to obtain information about the escrow and mortgage accounting and will continue to do so as she seeks to ensure that Shellpoint has met its obligations to her. Therefore, pursuant to FRBP 3002.1(i)(2), an award of reasonable attorney fees is another appropriate remedy for Shellpoint's failure to comply with FRBP 3002.1(b) and (c).

D. Class Action Allegations

Shellpoint's lack of compliance with 3002.1 is believed to be widespread. Consequently, Debtor, for herself and for other debtors similarly situated, seeks to invoke Rule 7023 of the Federal Rules of Bankruptcy Procedure for this contested matter. This contested matter is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A) and (b)(2)(B). Debtor's motion for determination is specifically contemplated by FRBP 3002.1 and directly impacts the administration of the bankruptcy estate herein under 28 U.S.C. §§ 157(b)(2)(A). Furthermore, this motion for determination relates to the disallowance of a claim under 28 U.S.C. §§ 157(b)(2)(B). Rule 9014(c) confers broad discretion on this Court to apply Rule 7023 to this motion for determination.

Debtor brings this action pursuant to Rule 23 of the Federal Rules of Civil Procedure, incorporated herein by Federal Rule of Bankruptcy Procedure 7023, on behalf of herself and as representative of the class of similarly-situated individuals (the "Class") who have been subjected to Creditor's unlawful failure to abide by FRBP 3002.1(b) and 3002.1(c).

This class action is proper under Federal Rule of Bankruptcy Procedure 7023(b)(1), 7023(b)(2) and 7023(b)(3). The requirements of Rule 7023(a), (b)(1), (b)(2) and (b)(3) are met with respect to the Class composed of the following:

- All individuals within the maximum jurisdictional reach of this Court who have a principal residential mortgage for which the plan provides that either the trustee or the debtor will make contractual installment payments and for which the Creditor has failed to file any notices pursuant to FRBP 3002.1(b) and 3002.1(c).
- Although the precise number of class members is unknown to Debtor, upon information and belief, the number is so numerous that joinder is impractical.
- In this case, class procedures are superior to other available methods, such as individual motions to determine, for the fair and efficient adjudication of the claims asserted in this action. The disposition of each class member's claim through the class action procedure will benefit the parties, the Court, and society as a whole.

Debtor will fairly and adequately represent and protect the Class members' interests and is committed to the vigorous prosecution of this action.

Debtor has no known conflicts of interest and has retained counsel who are competent and have experience in class actions, including consumer class actions.

Debtor's claims are typical of the Class's. Debtor and the Class members are victims of the same actions and conduct of Creditor, including but not limited to Creditor's unlawful failure to abide by FRBP 3002.1(b) and 3002.1(c).

Common questions of law and fact exist as to all members of the Class and predominate over questions affecting individual members of the Class. The common questions include, but are not limited to, the following:

a) Whether Creditor's has timely filed NOPCs;

b) Whether Creditor has timely filed notices of post-petition fees, expenses, or charges;

c) Whether Creditor is subject abuse of process remedies under 11 U.S.C. § 105(a); and

d) Whether Debtor and Class members are entitled to recover attorney fees, costs, and other "appropriate relief" including disgorgement and sanctions for Creditor's conduct.

As noted above, Creditor acted on grounds that apply generally to the Class, so that final injunctive and/or declaratory relief is appropriate respecting the Class as a whole. Prosecuting separate actions would create a risk of inconsistent or varying adjudications with respect to individual Class members that would establish incompatible standards of conduct for Creditor, and adjudications with respect to individual Class members would, as a practical matter, be dispositive of the interests of the other members not parties to the individual adjudications and would substantially impede or impair their ability to protect their interests.

A class action is superior to other available methods for the fair and efficient adjudication of the claims asserted in this action, as the financial interest of each individual Class member is relatively small, making it economically impracticable to pursue remedies other than by class action. As such, the Class members have little interest in individually controlling the prosecution of separate claims. If individual actions were brought by the members of the Class, the resulting duplication of motions to determine and/or other lawsuits would cause undue hardship, inefficiencies, and expense to the Court and the litigants.

Given the above considerations, it is desirable to concentrate the litigation of the claims in this particular forum. Absent a class action, Creditor would likely retain the undue enrichment gained by its wrongdoing, resulting in a miscarriage of justice. There will be no difficulties in managing this class action as the names and addresses of the persons who are members of the Class are available from Creditor's computerized records and are therefore known to Creditor. Further, notice can be provided to the members of the Class by using techniques and a form notice similar to those customarily used in class actions including individual mailed notice and notice by publication, as appropriate.

III. CONCLUSION

Shellpoint has failed to file the required notices pursuant to FRBP 3002.1(b) and 3002.1(c). Consequently, the Debtor has substantially overpaid her Mortgage and paid for unnoticed fees, expenses, or charges. Shellpoint's failure to make the required disclosures has placed the Debtor's Mortgage into a contractual default and threatens her ability to exit her bankruptcy with a fresh start. Shellpoint's actions and inactions are believed to be widespread.

ACCORDINGLY, the Debtor requests the following:

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

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

3. That the Debtor be awarded her attorney fees and costs, in an amount to be separately determined,

4. That Shellpoint be precluded from assessing any additional post-petition fees during the pendency of this case,

5. That Shellpoint 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 this Court apply FRBP 7023 and to certify a class of individuals similarly situation to the Debtor, and

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

Respectfully Submitted,
/s/ Paul J. Minnillo
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MINNILLO LAW GROUP CO., LPA
2712 Observatory Avenue
Cincinnati, Ohio 45208
(513)723-1600 /(513)723-1620 (Fax)
pjm@mlg-lpa.com
Attorney for Debtor(s)

NOTICE

Debtor has filed papers with the court TO DETERMINE MORTGAGE PAYMENT PURSUANT TO FRBP 3002.1(b), FOR ESCROW ACCOUNT RECONCILIATION, FOR WAIVER OF UNNOTICED ESCROW CHARGES OR REFUND OF ESCROW SURPLUS, AND FOR DISGORGEMENT OF UNNOTICED FEES, COSTS, OR CHARGES PURSUANT TO FRPB 3002.1(c) WITH CLASS ACTION ALLEGATIONS. 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 motion/objection, then on or before twenty-one (21) days from the date set forth in the certificate of service for the motion/objection, 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:

Paul J. Minnillo
Attorney for Debtor(s)
2712 Observatory Avenue
Cincinnati, OH 45208.

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion/objection 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 in this case at the email address registered with the court and (ii) by U.S. Mail, as detailed below, on 6/10/21 addressed to:

Via Regular Mail
Monica Morningstar, 3261 Paprika Court, Cincinnati, OH 45251

Via Certified Mail
NewRez LLC d/b/a Shellpoint Mortgage Servicing, c/o CT Corporation System, 4400 Easton Commons Way, Suite 125, Columbus Oh 43219

/s/ Paul J. Minnillo
Paul J. Minnillo (0065744)

Claim 2 SHELLPOINT MORTGAGE SERVICING
P.O. BOX 10826
GREENVILLE SC 29603
(000) 000-0000

CLAIM DETAIL

Case Number	1913676
Creditor	SHELLPOINT MORTGAGE SERVICING
Trustee's Claim Number	2
Court's Claim Number	15
Claim Type	- ONGOING MORTGAGE (DUE DATE) (S)
Claim Filed Date	
Mortgage Due Date	

CLAIM AMOUNTS

Claimed Amount	$0.00
Scheduled Amount	$0.00
Amount Paid Outside	$0.00
Monthly Payment	$979.57
Principal Owed	$0.00
Principal Paid	$15,941.88
Principal Due	$2,669.95
Interest Rate	0.00
Interest Paid	$0.00
Interest Due	$0.00
Collateral Value	$0.00
Collateral Description	
Limit	$0.00
Plan Code	$0.00
Percent Allowed	100.00
Months to Calculate	0.00

CLAIM FLAGS

Payee Level	23
Comment	BEGIN NOVEMBER 2019
Account Number	5377
No Cost	
No Check	
Delete	
Reserve	
Stop Disbursement	
Continuing	Continuing Debt
Special	

CREDITOR INFORMATION

Creditor Name	SHELLPOINT MORTGAGE SERVICING
Address 1	P.O. BOX 10826
Address 2	
Address 3	GREENVILLE SC
Zip Code	29603-0000
Contact Name	
Phone Number	(000) 000-0000
Creditor Number ShortCut	

	Additional Names and Addresses	Date of Last Change
Payee:	DITECH FINANCIAL LLC • F/K/A GREEN TREE SERVICING LLC • TEMPE • AZ • 85284-0046	10/9/2019
	DITECH FINANCIAL, LLC • P.O. BOX 0049 • PALATINE • IL • 60055-0000	2/12/2020
	NEWREZ LLC % SHELLPOINT MORTGAGE SERVICING • P.O. BOX 10826 • GREENVILLE • SC • 29603-0000	3/4/2020
	SHELLPOINT MORTGAGE SERVICING • P.O. BOX 10826 • GREENVILLE • SC • 29603-0000	10/15/2020
Scheduled:	DITECH FINANCIAL LLC • F/K/A GREEN TREE SERVICING LLC • TEMPE • AZ • 85284-0046	10/9/2019
Notice:	DITECH FINANCIAL LLC • F/K/A GREEN TREE SERVICING LLC • TEMPE • AZ • 85284-0046	10/9/2019
	DITECH FINANCIAL LLC • F/K/A	2/12/2020

PAYMENT HISTORY FOR CLAIM 2 - SHELLPOINT MORTGAGE SERVICING

(Latest Payments First) Insurance- Prev. Cred-

Disb Date	Check Number	Payee Name	Type	Amount
5/19/2021	8003891	SHELLPOINT MORTGAGE SERVICING	AMOUNTS DISBURSED TO CREDITOR - CONTINUING	$455.35
4/21/2021	8003842	SHELLPOINT MORTGAGE SERVICING	AMOUNTS DISBURSED TO CREDITOR - CONTINUING	$1,365.56
3/24/2021	8003798	SHELLPOINT MORTGAGE SERVICING	AMOUNTS DISBURSED TO CREDITOR - CONTINUING	$910.19
2/17/2021	8003756	SHELLPOINT MORTGAGE SERVICING	AMOUNTS DISBURSED TO CREDITOR - CONTINUING	$1,364.82
1/20/2021	8003714	SHELLPOINT MORTGAGE SERVICING	AMOUNTS DISBURSED TO CREDITOR - CONTINUING	$894.38
12/16/2020	8003678	SHELLPOINT MORTGAGE SERVICING	AMOUNTS DISBURSED TO CREDITOR - CONTINUING	$880.05
11/18/2020	8003639	SHELLPOINT MORTGAGE SERVICING	AMOUNTS DISBURSED TO CREDITOR - CONTINUING	$443.33
10/21/2020	8003605	SHELLPOINT MORTGAGE SERVICING	AMOUNTS DISBURSED TO CREDITOR - CONTINUING	$878.49
9/23/2020	2121287	NEWREZ LLC % SHELLPOINT MORTGAGE SERVICING	AMOUNTS DISBURSED TO CREDITOR - CONTINUING	$1,315.13
8/19/2020	2119871	NEWREZ LLC % SHELLPOINT MORTGAGE SERVICING	AMOUNTS DISBURSED TO CREDITOR - CONTINUING	$874.74
7/22/2020	2118530	NEWREZ LLC % SHELLPOINT MORTGAGE SERVICING	AMOUNTS DISBURSED TO CREDITOR - CONTINUING	$871.74
6/24/2020	2117126	NEWREZ LLC % SHELLPOINT MORTGAGE SERVICING	AMOUNTS DISBURSED TO CREDITOR - CONTINUING	$867.20
5/20/2020	2115734	NEWREZ LLC % SHELLPOINT MORTGAGE SERVICING	AMOUNTS DISBURSED TO CREDITOR - CONTINUING	$1,330.59
4/22/2020	2114395	NEWREZ LLC % SHELLPOINT MORTGAGE SERVICING	AMOUNTS DISBURSED TO CREDITOR - CONTINUING	$891.72
3/20/2020	2112956	NEWREZ LLC % SHELLPOINT MORTGAGE SERVICING	AMOUNTS DISBURSED TO CREDITOR - CONTINUING	$879.25
2/19/2020	2110847	DITECH FINANCIAL, LLC	AMOUNTS DISBURSED TO CREDITOR - CONTINUING	$1,719.34

EX. 1

	GREEN TREE SERVICING LLC • TEMPE • AZ • 85284-0046	
	NEWREZ LLC % SHELLPOINT MORTGAGE SERVICING • P.O. BOX 10826 • GREENVILLE • SC • 29603-0000	3/4/2020
	SHELLPOINT MORTGAGE SERVICING • P.O. BOX 10826 • GREENVILLE • SC • 29603-0000	10/15/2020
Attorney for Creditor:	DITECH FINANCIAL LLC • F/K/A GREEN TREE SERVICING LLC • TEMPE • AZ • 85284-0046	10/9/2019
	PADGETT LAW GROUP • 6267 OLD WATER OAK ROAD • TALLAHASSEE • FL • 32312-0000	2/12/2020

PAYEE FIELDS DESCRIPTIONS

No Cost A "Y" in this field indicates the system will not calculate trustee fees on disbursements to this claim.

No Check Code which indicates the claim should not be paid or will limit the amount the claim is paid. The valid options are as follows:

- **O** Indicates claim is to be paid outside the plan.
- **R** Indicates claim is to be paid at Real Estate Closing.
- **S** Indicates collateral will be surrendered.
- **X** Indicates claim has not been filed.
- **Y** General no check
- **1-9** Limits the disbursement to this number times the regular monthly payment

Delete A "Y" in this field indicates the claim has been deleted from the plan without actually removing the record. L in this field indicates the claim is to be paid per capita rather than pro rata. This field is normally used for adequate protection claims by indicating an "A" in this field. An "E" is used to flag this claim for "Hard" reserve if using this feature.

Reserve Code indicating that disbursements are to be calculated for this claim but reserve the funds rather than paying them out. The valid options are:

- **H** Calculated disbursements are reserved until they meet or exceed the regular payment amount for the claim.
- **M** Calculated disbursements are reserved for one disbursement.
- **Y** Calculated disbursements are reserved indefinitely.
- **1-9** Calculated disbursements are to be reserved for this number of disbursement cycles. This number will decrease by 1 each disbursement cycle.

Stop Disbursement Code which prevents the system from disbursing. However, the system will disburse any arrearage accumulated on this claim. Normally a "Y" is used for a generic stop disbursement. The numbers 1-9 will cause the system to not disbursement on this claim for this number of disbursement cycles. The number will decrease each disbursement cycle.

Continuing Flag A "Y" in this field indicates this claim is a continuing debt such as an ongoing mortgage payment.

Dusty Rhodes, Hamilton County Auditor

generated on 4/17/2021 9:48:48 AM EDT

EXHIBIT 2

Property Report

Parcel ID	Address	Index Order	Tax Year
510-0123-0109-00	3261 PAPRIKA CT	Parcel Number	2020 Payable 2021

Payment Information

ROBERT A. GOERING, TREASURER

Mail Payments to:	Hamilton County Treasurer 138 E. Court Street, Room 402 Cincinnati, Ohio 45202
Tax District:	141 - COLERAIN-NORTHWEST LSD

Current Owner(s)	MORNINGSTAR MONICA
Tax Bill Mail Address	CORELOGIC 2500 WESTFIELD DR STE 102 HOFFMAN ESTATES IL 60124

Tax Ove

Tax Lien Pending	No
Tax Lien Sold	No
Full Rate	113.270000
Effective Rate	73.018266
Non Business Credit	0.075828
Owner Occupancy Credit	0.018957
Certified Delinquent Year	
Delinquent Payment Plan	No
TOP (Treasurer Optional Payment) Note: May represent multiple parcels	$0.00

Taxable Value	
Land	8,250
Improvements	36,800
Total	45,050

Current Year Tax Detail

	Prior Delinquent	Adj. Delinquent	1st Half	Adj. 1st Half	2nd Half	Adj. 2nd Half
Real Estate			$2,551.41		$2,551.41	
Credit			$906.67		$906.67	
Subtotal			$1,644.74		$1,644.74	
Non Business Credit			$124.72		$124.72	
Owner Occupancy Credit			$31.18		$31.18	
Homestead			$0.00		$0.00	
Sales CR			$8.16		$8.16	
Subtotal	**$0.00**	**$0.00**	**$1,480.68**	**$0.00**	**$1,480.68**	**$0.00**
Interest/Penalty	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Real Estate Paid	$0.00		$1,480.68		$0.00	
Real Estate Owed	$0.00		$0.00		$1,480.68	
Special Assess Paid	$0.00		$9.06		$0.00	
Special Assess Owed	$0.00		$0.00		$0.00	
Total Due	$0.00		$1,489.74		$1,480.68	
Total Paid	$0.00		$1,489.74		$0.00	
Unpaid Delq Contract	$0.00		$0.00		$0.00	
Total Owed	**$0.00**		**$0.00**		**$1,480.68**	

Special Assessment Detail for 54-148 MIAMI CONSERVANCY DIST - Aquifer

	Prior Delinquent	Adj. Delinquent	1st Half	Adj. 1st Half	2nd Half	Adj. 2nd Half
Charge	$0.00	$0.00	$1.50	$0.00	$0.00	$0.00
Interest/Penalty	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Paid	$0.00		$1.50		$0.00	
Owed	$0.00		$0.00		$0.00	

Special Assessment Detail for 13-998 PUBLIC WORKS SERVICE FEE

	Prior Delinquent	Adj. Delinquent	1st Half	Adj. 1st Half	2nd Half	Adj. 2nd Half
Charge	$0.00	$0.00	$3.50	$0.00	$0.00	$0.00
Interest/Penalty	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Paid	$0.00		$3.50		$0.00	
Owed	$0.00		$0.00		$0.00	

Special Assessment Detail for 13-999 STORM WATER

	Prior Delinquent	Adj. Delinquent	1st Half	Adj. 1st Half	2nd Half	Adj. 2nd Half
Charge	$0.00	$0.00	$4.06	$0.00	$0.00	$0.00
Interest/Penalty	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Paid	$0.00		$4.06		$0.00	
Owed	$0.00		$0.00		$0.00	

Payment Information for Current And Prior Year

Date	Half	Prior	1st Half	2nd Half	Surplus
1/15/2021	1 - 2020	$0.00	$1,489.74	$0.00	$0.00
7/9/2020	2 - 2019	$0.00	$0.00	$1,441.47	$0.00
1/13/2020	1 - 2019	$0.00	$1,450.46	$0.00	$0.00
6/5/2019	2 - 2018	$0.00	$0.00	$1,292.28	$0.00
1/10/2019	1 - 2018	$0.00	$1,301.34	$0.00	$0.00
6/7/2018	2 - 2017	$0.00	$0.00	$648.14	$0.00
4/17/2018	2 - 2017	$0.00	$0.00	$637.22	$0.00

Payment Information for Current And Prior Year

1/16/2018	1 - 2017	$0.00	$1,294.55	$0.00	$0.00
5/8/2017	2 - 2016	$0.00	$0.00	$1,017.68	$0.00
1/31/2017	1 - 2016	$0.00	$1,026.87	$0.00	$0.00
3/24/2016	2 - 2015	$0.00	$0.00	$967.84	$0.00
1/14/2016	1 - 2015	$0.00	$977.02	$0.00	$0.00

Information believed accurate but not guaranteed. Treasurer disclaims liability for any errors or omissions

ditech. P.O. Box 15009
Tempe, AZ 85284 - 0109

asd 6-5-20 never rec'd any checks on this

Final Escrow Account Disclosure Statement

Statement Date: 02/19/2020
Your Loan Account Number: 18197

Questions?

View your detailed, up-to-date escrow transactions online at myaccount.ditech.com

Call Customer Service at 1-800-643-0202
Monday-Friday: 8 a.m. to 9 p.m. ET
Saturday: 8 a.m. to 5 p.m. ET

0-776-23206-0071932-008-1-000-000-000-000

MONICA MORNINGSTAR
3261 PAPRIKA CT
CINCINNATI OH 45251-1050

SECTION 1 WHY AM I RECEIVING THIS STATEMENT?

We're sending you this final escrow statement due to a loan payoff, assumption or transfer. This statement provides you with activity for your escrow account since your last escrow review (Section 3). At the time of your last escrow review, your mortgage payment included:

	Payment
Principal and Interest	$612.57
Escrow Payment	$471.50
TOTAL	**$1,084.07**

SECTION 2 WHAT DO I NEED TO DO?

If your loan is paid in full, any excess funds remaining in your escrow account will be mailed to you separately within the next 15 to 20 business days. If your loan is assumed, the required minimum escrow balance will be transferred with the loan and any overage may be returned to you.

- **Please watch for this separate check in the mail.**

If your loan is assigned or transferred, the escrow balance will be transferred with the loan.

SECTION 3 WHAT HAPPENED SINCE MY LAST ESCROW REVIEW?

In this table, you can see payments you made into your escrow account and outgoing payments we made from your escrow account since your last escrow review.

Date	What You Actually Paid to Escrow	What We Expected You to Pay to Escrow	What We Actually Paid Out	What We Expected to Pay Out	Payment Description	Actual Balance	Expected Balance from Last Review
Beginning Balance						$377.63	$1,901.90
11/19		$367.00		$76.62	RBP	$377.63	$2,192.28
11/19			$76.62		RBP	$301.01	$2,192.28
12/19		$367.00		$76.62	RBP	$301.01	$2,482.66
12/19			$847.00	$900.00	HAZARD INS	-$545.99	$1,582.66
12/19			$76.62		RBP	-$622.61	$1,582.66
12/19			$1,450.46		CNTY TX PARC	-$2,073.07	$1,582.66
01/20		$367.00	$76.62	$76.62	RBP	-$2,149.69	$1,873.04
01/20				$1,292.28	CNTY TX PARC	-$2,149.69	$580.76
01/20			$76.15		RBP	-$2,224.84	$580.76
02/20		$367.00		$76.62	RBP	-$2,224.84	$871.14
02/20			-$2,224.84		TRANSFER BAL	$0.00	$871.14
TOTAL	$0.00	$1,468.00	$377.63	$2,498.76			

EXHIBIT
3

Shellpoint
Mortgage Servicing

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

2-811-10093-0001233-001-1-000-010-000-000

MONICA MORNINGSTAR
3261 PAPRIKA CT
CINCINNATI OH 45251-1050

MORTGAGE STATEMENT

Statement Date: 04/18/2020

Account Number	35377
Payment Date	05/01/2020
Payment Amount	$4,002.49

Phone: 800-365-7107
Website: www.shellpointmtg.com

Explanation of Payment Amount (Post-Petition Payment)

Principal	$178.34
Interest	$395.24
Escrow (Taxes and Insurance)	$367.00
Regular Monthly Payment	$940.58
Total Fees and Charges	$20.00
Past Unpaid Amount	$3,041.91
Total Payment Amount	$4,002.49

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

Bankruptcy Messages

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 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.

If you want to stop receiving statements, write us.

Past Payments Breakdown

	Paid Last Month	Paid Year to Date
Principal	$0.00	$347.09
Interest	$0.00	$800.07
Escrow	$0.00	$943.00
Fees/Late Charges	$0.00	$500.58
Partial Payment(Unapplied)*	$0.00	$508.43
Total	$0.00	$3,099.17

Important Messages

*Partial Payments: Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

Repayment options may be available to you. Call 800-365-7107 to discuss payment arrangements. Failure to act on this matter may result in us exercising our legal rights as permitted by the contract and applicable state laws.

Account Information

Outstanding Principal	$109,463.91
Interest Rate	4.3750%
Prepayment Penalty	None
Property Address:	3261 PAPRIKA CT CINCINNATI OH 45251

Additional Messages

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

For information about your payments, total amount due, and any additional payment history, see reverse side.

EXHIBIT
4

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

Paid Last Month	$0.00
Total Paid During Bankruptcy	$0.00
Current Balance	$3,309.99

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
Mortgage Servicing

Loan Number: [redacted]5377
MONICA MORNINGSTAR

Property Address:
3261 PAPRIKA CT
CINCINNATI OH 45251

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 740039
CINCINNATI OH 45274-0039

Payment Amount

Payment Date	05/01/2020
Payment Amount	$4,002.49

Please write clearly inside space provided

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

Transaction Activity (03/27/2020 - 04/17/2020)			
Date	**Description**	**Charges**	**Payments**
04/03/2020	FHA MI Disbursement	$75.15	$0.00
04/17/2020	Property Inspection Disbursement	$20.00	$0.00

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 fees are subject to notification to the Bankruptcy Court under Federal Rule of Bankruptcy Procedure 3002.1. Fees are subject to waiver, reduction or correction pending preparation and filing of the required bankruptcy notice. Fees will be waived, in the event they are not noticed within the Bankruptcy Court as required by Federal Rule of Bankruptcy Procedure 3002.1.

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 at the following address:

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

Si usted no entiende el contenido de esta carta, por favor contacte a uno de nuestros representantes que hablan Español al número 800-365-7107.

If you prefer to receive communication in a language other than English, please contact us at 800-365-7107 to speak with a translator in your preferred language about the servicing of your loan or a document you received.

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.

Please be advised that Shellpoint utilizes third-party providers in connection with the servicing of your loan, but Shellpoint remains responsible for all actions taken by third-party providers.

Address, Phone, and Name Changes

**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.

Type of change (check all that apply)

____ 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 ______________________ ditech.

P.O. Box 15009, Tempe, AZ 85284-0109

MORTGAGE STATEMENT

Account Number	Statement Date	Payment Date	Payment Amount
86197	12/16/2019	01/01/2020	$2,938.71

8-776-22143-0001300-001-1-001-000-000-000
MONICA MORNINGSTAR
3261 PAPRIKA CT
CINCINNATI OH 45251-1050

Call 1-800-643-0202
Monday-Friday: 8 a.m. to 9 p.m. ET
Saturday: 8 a.m. to 5 p.m. ET

Bankruptcy Message

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

If you want to stop receiving statements, write to us at:

Ditech Financial LLC
P.O. Box 12765
Tempe, AZ 85284

Account Information

Outstanding Principal (Not a payoff amount)	$109,811.00
Interest Rate	4.375%
Next Interest Rate Reset	N/A
Prepayment Penalty	No
Property Address:	3261 PAPRIKA CT CINCINNATI OH 45251

Breakdown of Past Payments

Paid Since Last Statement	
Principal	$0.00
Interest	$0.00
Escrow (Taxes & Insurance)	$0.00
Fees and Charges	$0.00
Funds in Suspense	$0.00
Total Paid Since Last Statement	$0.00
Paid Year to Date	
Principal	$1,353.36
Interest	$3,225.28
Escrow (Taxes & Insurance)	$2,940.20
Fees and Charges	$0.00
Optional Insurance/Other Products	$38.39
Funds in Suspense	$0.00
Total Paid Year to Date	$7,567.83

Explanation of Payment Amount (Post - Petition Payment)

Principal	$175.77
Interest	$397.81
Escrow (Taxes & Insurance)	$367.00
Regular Monthly Payment	$940.58
Total New Fees and Charges	$0.00
Optional Insurance/Other Products	$38.59
Past Unpaid Amount	$1,959.14
Total Payment Amount	$2,938.71

The Payment Amount does not include any amount that was past due before you filed for bankruptcy.

Transaction Activity (11/18 - 12/16)

Date	Description	Charges	Payments
12/10/19	Hazard Ins Disb	$847.00	$0.00
12/04/19	MIP/PMI Premium Disb	$76.62	$0.00

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

Paid Since Last Statement	$0.00
Total Paid During Bankruptcy	$0.00
Current Balance	$3,309.99

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.

Important Messages

Your account representative is Marclex S at 1-800-643-0202, extension 50091.

We have not received all of your mortgage payments due since you filed for bankruptcy.

This statement may not reflect 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 "Transaction Activity" box may include post-petition fees, charges or expenses for which a notice under Bankruptcy Rule 3002.1(c) has not yet been filed. Such amounts will not be considered due and payable - and will not appear in the "Explanation of Payment Amount" box - until a Bankruptcy Rule 3002.1(c) has been filed with respect to such amounts.

PARTIAL PAYMENTS: Any partial payments that you make 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.

MONICA MORNINGSTAR
3261 PAPRIKA CT
CINCINNATI OH 45251-1050

Account Number	Statement Date	Payment Date	Payment Amount
18197	12/16/2019	01/01/2020	$2,938.71

☐ Check box for address changes on the reverse side.

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

If you are sending us a payment, make your check payable to Ditech Financial.

Ditech
PO Box 94710
Palatine, IL 60094-4710

EXHIBIT
5

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

MORTGAGE STATEMENT

Statement Date: 01/29/2021

Account Number	6377
Payment Date	02/01/2021
Payment Amount	**$5,884.93**

Phone: 800-365-7107
Website: www.shellpointmtg.com

4-811-13762-0009393-002-1-000-010-000-000

MONICA MORNINGSTAR
3261 PAPRIKA CT
CINCINNATI OH 45251-1060

Explanation of Payment Amount (Post-Petition Payment)

Principal	$184.28
Interest	$389.30
Escrow (Taxes and Insurance)	$404.12
Regular Monthly Payment	**$977.70**
Total Fees and Charges	$40.00
Past Unpaid Amount	$4,867.23
Total Payment Amount	**$5,884.93**

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

Bankruptcy Messages

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 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.

If you want to stop receiving statements, write us.

Past Payments Breakdown

	Paid Last Month	Paid Year to Date
Principal	$359.95	$180.30
Interest	$787.21	$393.28
Escrow	$734.00	$367.00
Fees/Late Charges	$0.00	$0.00
Partial Payment(Unapplied)*	-$106.73	$350.00
Total	**$1,774.43**	**$1,290.58**

Important Messages

***Partial Payments:** Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

Repayment options may be available to you. Call 800-365-7107 to discuss payment arrangements. Failure to act on this matter may result in us exercising our legal rights as permitted by the contract and applicable state laws.

Account Information

Outstanding Principal	$107,690.07
Interest Rate	4.3750%
Prepayment Penalty	None
Property Address:	3261 PAPRIKA CT CINCINNATI OH 45251

Additional Messages

Affected by COVID-19? Assistance may be available. We offer relief options, such as a forbearance - a temporary suspension of payments and payment deferment. Visit our website www.shellpointmtg.com or call us at 866-825-2174 to see if you qualify.

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 800-365-7107.

For questions regarding the servicing of your loan, please contact us at 800-365-7107 Monday-Friday 8:00AM-10:00PM, and Saturday 8:00AM-3:00PM.

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	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.**
Total Paid During Bankruptcy	$1,315.13	
Current Balance	$1,994.86	

Detach and return with payment.

Shellpoint
Mortgage Servicing
Loan Number: [redacted]5377
MONICA MORNINGSTAR

Property Address:
3261 PAPRIKA CT
CINCINNATI OH 45251

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 740039
CINCINNATI OH 45274-0039

Payment Amount	
Payment Date	02/01/2021
Payment Amount	$5,884.93
Please write clearly inside space provided	
Payment Amount	$
Additional Principal	$
Late / Other Charges	$
Additional Escrow	$
Total Amount Enclosed (Please do not send cash)	$

EXHIBIT
6

Account Number 5377

Transaction Activity (12/08/2020 - 01/28/2021)

Date	Description	Charges	Payments
12/18/2020	Partial Payment Unapplied*	$0.00	$880.05
12/18/2020	Partial Payment Unapplied*	$0.00	-$940.58
12/18/2020	Regular Payment - (Due 7/1/2020)	$0.00	$940.58
12/31/2020	Property Inspection Disbursement	$20.00	$0.00
12/31/2020	County Tax Bill 1	$1,489.74	$0.00
01/05/2021	FHA MI Disbursement	$75.15	$0.00
01/22/2021	Partial Payment Unapplied*	$0.00	$894.38
01/22/2021	Partial Payment Unapplied*	$0.00	-$940.58

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 fees are subject to notification to the Bankruptcy Court under Federal Rule of Bankruptcy Procedure 3002.1. Fees are subject to waiver, reduction or correction pending preparation and filing of the required bankruptcy notice. Fees will be waived, in the event they are not noticed within the Bankruptcy Court as required by Federal Rule of Bankruptcy Procedure 3002.1. 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.

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 at the following address:

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

Si usted no entiende el contenido de esta carta, por favor contacte a uno de nuestros representantes que hablan Español al número 800-365-7107.

If you prefer to receive communication in a language other than English, please contact us at 800-365-7107 to speak with a translator in your preferred language about the servicing of your loan or a document you received.

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.

Please be advised that Shellpoint utilizes third-party providers in connection with the servicing of your loan, but Shellpoint remains responsible for all actions taken by third-party providers.

Address, Phone, and Name Changes

**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.

Type of change (check all that apply)

____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
Mortgage Servicing

Statement Date: 01/29/2021

Account Number: 5377

4-811-13762-0009393-002-2-000-010-000-000
MONICA MORNINGSTAR
3261 PAPRIKA CT
CINCINNATI OH 45251-1050

Continued from previous page

Transaction Activity (12/08/2020 - 01/28/2021) - continued

Date	Description	Charges	Payments
01/22/2021	Regular Payment - (Due 8/1/2020)	$0.00	$940.58
01/28/2021	Property Inspection Disbursement	$20.00	$0.00

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

7-811-09851-0000906-001-1-000-010-000-000

MONICA MORNINGSTAR
3261 PAPRIKA CT
CINCINNATI OH 45251-1050

MORTGAGE STATEMENT

Statement Date: 03/27/2020

Account Number	15377
Payment Date	04/01/2020
Payment Amount	**$3,041.91**

Phone: 800-365-7107
Website: www.shellpointmtg.com

Explanation of Payment Amount (Post-Petition Payment)

Principal	$177.70
Interest	$395.86
Escrow (Taxes and Insurance)	$367.00
Regular Monthly Payment	$940.56
Total Fees and Charges	$40.00
Past Unpaid Amount	$2,061.33
Total Payment Amount	$3,041.91

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

Bankruptcy Messages

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 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.

If you want to stop receiving statements, write us.

Past Payments Breakdown

	Paid Last Month	Paid Year to Date
Principal	$347.09	$347.09
Interest	$800.07	$800.07
Escrow	$943.00	$943.00
Fees/Late Charges	$500.58	$500.58
Partial Payment(Unapplied)*	$508.43	$508.43
Total	$3,099.17	$3,099.17

Account Information

Outstanding Principal	$109,463.91
Interest Rate	4.3750%
Prepayment Penalty	None
Property Address:	3261 PAPRIKA CT CINCINNATI OH 45251

Important Messages

*Partial Payments: Any partial payments that you make are not applied to your mortgage, but instead are held in a separate suspense account according to applicable state law. If you pay the balance of a partial payment, the funds will be applied to your mortgage.

Repayment options may be available to you. **Call 800-365-7107** to discuss payment arrangements. Failure to act on this matter may result in us exercising our legal rights as permitted by the contract and applicable state laws.

Additional Messages

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

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	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.**
Total Paid During Bankruptcy	$0.00	
Current Balance	$3,309.99	

Detach and return with payment.

Shellpoint
Mortgage Servicing
Loan Number: [redacted]377
MONICA MORNINGSTAR

Property Address:
3261 PAPRIKA CT
CINCINNATI OH 45251

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 740039
CINCINNATI OH 45274-0039

Payment Amount	
Payment Date	04/01/2020
Payment Amount	$3,041.91
Please write clearly inside space provided	
Payment Amount	$
Additional Principal	$
Late / Other Charges	$
Additional Escrow	$
Total Amount Enclosed (Please do not send cash)	$

EXHIBIT
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Transaction Activity (01/18/2020 - 03/26/2020)

Date	Description	Charges	Payments
01/22/2020	FHA MI Disbursement	$75.15	$0.00
02/04/2020	Late Charge Payment	$0.00	$500.58
02/20/2020	Property Inspection Disbursement	$20.00	$0.00
02/28/2020	Partial Payment Unapplied*	$0.00	$1,719.34
02/28/2020	Partial Payment Unapplied*	$0.00	-$1,045.08
02/28/2020	Regular Payment - (Due 9/1/2019)	$0.00	$1,045.08
03/05/2020	FHA MI Disbursement	$75.15	$0.00
03/20/2020	Property Inspection Disbursement	$20.00	$0.00
03/24/2020	Partial Payment Unapplied*	$0.00	$879.25
03/24/2020	Partial Payment Unapplied*	$0.00	-$1,045.08
03/24/2020	Regular Payment - (Due 10/1/2019)	$0.00	$1,045.08

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 fees are subject to notification to the Bankruptcy Court under Federal Rule of Bankruptcy Procedure 3002.1. Fees are subject to waiver, reduction or correction pending preparation and filing of the required bankruptcy notice. Fees will be waived, in the event they are not noticed within the Bankruptcy Court as required by Federal Rule of Bankruptcy Procedure 3002.1.

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 at the following address:

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

Si usted no entiende el contenido de esta carta, por favor contacte a uno de nuestros representantes que hablan Español al número 800-365-7107.

If you prefer to receive communication in a language other than English, please contact us at 800-365-7107 to speak with a translator in your preferred language about the servicing of your loan or a document you received.

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.

Please be advised that Shellpoint utilizes third-party providers in connection with the servicing of your loan, but Shellpoint remains responsible for all actions taken by third-party providers.

Address, Phone, and Name Changes

**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.

Type of change (check all that apply)

____ 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 ____________________