

From: [Layman, James](#)
To: joseph.tusapc@gmail.com
Cc: [Mishaan, Jessica](#)
Subject: Tusa public records request response
Date: Tuesday, August 20, 2019 2:39:42 PM
Attachments: [Tusa PRA Response - 8"20"09.pdf](#)
[2018.12.20 Ford to AGO re SPS Complaint.pdf](#)
[2019.01.02 Ford to Layman re SPS Complaint.pdf](#)

Attorney Tusa,

Please see attached in response to your public records request of August 14th.

Sincerely,

James Layman
Assistant Attorney General
Vermont Office of the Attorney General
Public Protection Division
109 State Street
Montpelier, VT 05609-1001
802.828.2315
james.layman@vermont.gov

THOMAS J. DONOVAN, JR.
ATTORNEY GENERAL

JOSHUA R. DIAMOND
DEPUTY ATTORNEY GENERAL

SARAH LONDON
CHIEF ASST. ATTORNEY GENERAL



STATE OF VERMONT
OFFICE OF THE ATTORNEY GENERAL
109 STATE STREET
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05609-1001

TEL: (802) 828-3171
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<http://www.ago.vermont.gov>

August 20, 2019

Joseph S. Tusa, Esq.
P.O. Box 566
Southold, NY 11971
BY ELECTRONIC MAIL: joseph.tusapc@gmail.com

Dear Attorney Tusa:

Thank you for your public records request dated August 14, 2019.

You requested copies of:

1. "Consumer and borrower complaints filed with the Office of the Attorney General since January 1, 2015 concerning Select Portfolio Services, Inc. ("SBS"), and any responses or related correspondence from SBS or the Office of the Attorney General; and/or
2. Enforcement proceedings, actions, letters, orders, pleadings, citations, or notices of violations or alleged violations sent to or served by the Office of the Attorney General on SBS."

Attached please find two .pdf documents we identified as responsive to your request. If you feel this response is in error you may appeal to Deputy Attorney General Joshua Diamond.

Thank you for contacting the Office of the Attorney General.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Curtis".

Christopher J. Curtis
Chief, Public Protection Division

Layman, James

From: Susan Ford <Ford@whiteriverlawyers.com>
Sent: Wednesday, January 2, 2019 11:35 AM
To: Layman, James
Subject: RE: [REDACTED] complaint re Select Portfolio Servicing

Thank you. It has been resolved. The letter I sent you did the trick.

Susan B. Ford
Davis Steadman Ford & Percy, LLC
24 Elm Street
Woodstock, VT 05091
(802) 457 1000
fax (802) 432-1053
www.WhiteRiverLawyers.com



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From: Layman, James [mailto:James.Layman@vermont.gov]
Sent: Wednesday, January 02, 2019 11:32 AM
To: Susan Ford
Subject: [REDACTED] complaint re Select Portfolio Servicing

Dear Susan,

I have received your letter to the Attorney General's Office regarding your clients [REDACTED] and the failure of Select Portfolio Servicing (SPS) to discharge their mortgage as required. I apologize for the delay in getting back to you as I'm just returning to the office after the holidays.

For mortgage-related complaints like these, our office is often able to locate Attorney General-level contacts at banks and servicers that will give closer scrutiny to a complaint when it is passed on by our office. I have already identified a senior executive contact at SPS who I'm told is very responsive to inquiries from AGOs, so if you confirm that your client is still in need of assistance, I will plan to forward your letter to that contact and ask that SPS review the complaint, take appropriate action, and notify our office of its response.

If you have any questions, please feel free to give me a call.

Best,

James

James Layman
Assistant Attorney General
Vermont Office of the Attorney General
Public Protection Division
109 State Street
Montpelier, VT 05609-1001
802.828.2315
james.layman@vermont.gov

**Davis
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Ford &
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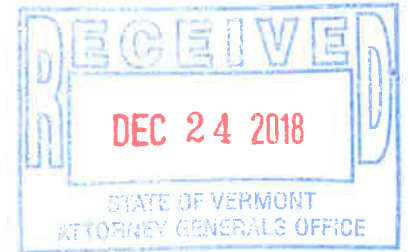
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**Also admitted in NH
**Also admitted in MA*



December 20, 2018

Vermont Department of Financial Regulation
89 Main Street
Montpelier, VT 05620-3101

Vermont Attorney General's Office
109 State Street
Montpelier, VT 05609

Re: Mortgage of [REDACTED] to Select Portfolio Servicing, LLC Loan Number
[REDACTED]

To whom it may concern:

This is to request assistance in obtaining a discharge of a Mortgage from Select Portfolio Servicing of the above loan. In direct opposition of 27 V.S.A. Section 464, the lender has failed to discharge the mortgage within thirty days. Closing occurred on September 28, 2018 and the mortgage was promptly paid but remains undischarged. Efforts to discuss this with the lender have been unsuccessful.

We would rather not have to institute suit for the \$25.00 per day penalty. We just want the mortgage discharged.

Any assistance you can provide would be greatly appreciated.

Sincerely,


Susan B. Ford

cc: Select Portfolio Servicing, LLC via fax



PAYOFF STATEMENT

Date: September 25, 2018

Requested By:

Account Number: [REDACTED]

Payment Due Date: October 01, 2018

**This Statement expires on:
October 25, 2018**

(802) [REDACTED]
CUSTOMER

Customer Name/Property Address:

[REDACTED]

**THE FOLLOWING AMOUNTS ARE SUBJECT TO FINAL VERIFICATION
BASED ON THE RECEIPT OF FUNDS**

ITEMIZATION

Unpaid Principal Balance	\$
Interest Calculated to October 25, 2018	\$
Recording Fee	\$

Total Amounts Due Under your Note and Mortgage \$

Per Diem (Daily Interest)

TOTAL AMOUNT DUE \$

[REDACTED]

**IMPORTANT INFORMATION REGARDING THE ACCOUNT PAYOFF:**


- 1) **Clearance of Funds:** The Payoff Statement assumes that payments made on your account have cleared your financial institution. If a payment you made is returned, you are still responsible to pay that amount, even though we accept the amount of your payoff. Payments received within thirty (30) days of the payoff application are subject to clearance by your financial Institution.
- 2) **Final Verification:** The amounts set forth in this Payoff Statement are subject to final verification.
- 3) **Expiration:** This Payoff Statement expires and is void after October 25, 2018. You must obtain an updated WRITTEN statement from us if you want to pay off your account after the expiration date. Please allow up to five (5) business days for us to provide you with an updated Payoff Statement (unless state law requires a shorter timeframe).
- 4) **Prepayment Penalty:** If your mortgage documents indicate a prepayment fee on your account, it is included as part of the total amounts due for payoff. If the prepayment fee should be waived, supporting documentation (final HUD1, grant deed, warranty deed, prepayment rider) must be faxed to (801) 269-4269 prior to the receipt of your payoff funds. Upon receipt, the documents will be reviewed for final determination of waiving the prepayment fee. If you have any questions about the prepayment fee, please contact us at (800) 258-8602.
- 5) **Foreclosure / Bankruptcy:** If the account is currently subject to a pending foreclosure or bankruptcy action, the attorney fees and costs for services rendered that have been incurred with respect to this pending action have been included in the outstanding amounts due. Legal actions may continue after the date of this letter, and if so, will result in additional attorney fees and costs. An estimate of those amounts to be incurred between the date of this quote and the good through date are included. In the event that upon completion of the related legal work the actual legal fees and costs charged by the attorney to SPS are less than the estimates provided by the attorney in this quote, SPS will apply such overage to any other amounts due and owing. If there are no amounts due, SPS will refund such overage directly to the customer.
- 6) **Non-Sufficient Funds:** If the amounts received are not sufficient to pay the account in full, we will return the payoff funds in the same manner as they were remitted. Interest will continue to accrue at the daily (per diem) amount shown on the Payoff Statement and late charges may be incurred until sufficient funds are received to pay the account in full. To avoid non-sufficient funds, please confirm the actual payoff amount by calling (800) 258-8602. A satisfaction/release of mortgage will not be recorded until all amounts due under your mortgage documents are received, unless applicable law requires otherwise.
- 7) **Scheduled Payments:** Do not cancel or stop payment on any of your regularly scheduled monthly payments. **Issuance of this Payoff Statement does not suspend your obligation to make your**



monthly payments under your mortgage documents. You must continue to make your monthly payments, when due, up until the time your account is paid in full. If the last regular monthly payment you sent to us is returned for insufficient funds, is dishonored due to a stop payment order, or payment is not made for any other reason, the amount required to payoff your account may be higher than shown in this Payoff Statement.

- 8) **Remittance of Funds:** Payoff amounts must be remitted in U.S. Dollars by money wire, certified or cashier's check, title company check or an attorney's trustee check. No personal or unofficial checks will be accepted. A copy of the Payoff Statement must accompany your payoff check. No deliveries should be made on Saturday, Sunday or legal holidays. Payoff funds received after 12 p.m. Noon Eastern Time will be processed the following business day.

PLEASE REMIT FUNDS TO THE FOLLOWING:

Wiring Instructions	Mailing Instructions
Select Portfolio Servicing, Inc. Salt Lake City, Utah Attn: PAYOFF DEPARTMENT 	Select Portfolio Servicing, Inc. Attn: PAYOFF DEPARTMENT PO BOX 65450 Salt Lake City, UT 84165 Overnight Address: 3217 S. Decker Lake Dr. Salt Lake City, UT 84119

- 9) **Regularly Scheduled Payments:** If you fail to make your regularly scheduled monthly mortgage payments within the timeframe stated on your monthly statement, the late charge disclosed on your monthly statement will be added to the payoff total. If your monthly payment is received, but is returned unpaid by your bank, a fee will be added to the payoff total to the extent permitted by applicable law.
- 10) **Automated Payments:** If your monthly payments are automatically deducted from your banking account, these payments will continue to be withdrawn until the account is paid in full, or unless we receive verbal or written cancellation instructions in our office no later than fifteen (15) days prior to the payment due date.
- 11) **Escrow Account:** If you have an escrow account with us, issuance of this Payoff Statement does not alter our responsibility to pay taxes and insurance from the escrow account. If a bill for these items is received prior to the receipt of payoff funds, we will pay them from the escrow account. Select Portfolio Servicing, Inc. is not responsible for private agreements between the mortgagor and a third party with regard to the disbursement of escrow funds. If funds have accumulated in the escrow account, and if we have been required to pay interest on such funds as provided by state law, interest will be paid to the date the escrow closes. Any deficiencies in the escrow account will be collected at payoff. Any excess funds in the escrow account will be refunded within twenty (20) business days after the payoff is completed. If lender placed insurance has been charged to the escrow account



prior to payoff, the full amount will be required to pay off the account. If appropriate evidence of insurance is received, the applicable refund will be issued to the mortgagor of record within four to six weeks. Any escrow balance will be refunded after payoff, provided the last payment applied to the account has cleared the institution on which it was drawn.

- 12) **Forwarding Address:** Please provide the proper forwarding address to ensure receipt of applicable escrow refunds, cancelled documents, and annual tax/interest statements. If a forwarding address is not provided, all correspondence will be mailed to the customer's last known address.
- 13) **Release/Satisfaction of Mortgage:** Upon receipt of the timely payment of the total amount due, SPS will prepare and send for recording a lien release in full satisfaction of the mortgage on the above referenced property in accordance with timelines established by state law, foregoing all rights to personal liability or deficiency judgment.
- 14) **Questions?** If you have any questions, please contact our Customer Service Department. Our toll-free number is (800) 258-8602, and representatives are available Monday through Thursday between the hours of 8 a.m. and 11 p.m., Friday from 8 a.m. to 9 p.m., and Saturday from 8 a.m. to 2 p.m., Eastern Time.

Esta carta contiene información importante concerniente a sus derechos. Por favor, traduzca esta carta. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta. Llámenos al numero (800) 831-0118 y seleccione/marque la opción 2.

This communication from a debt collector is an attempt to collect a debt and any information obtained will be used for that purpose.

**Minnesota – This collection agency is licensed by the Minnesota Department of Commerce
New York City – Collection Agency License #1170514**