

October 20, 2010

To: Patricia Harless  
Senate Committee on Business and Commerce

Re: Ocwen Loan Servicing/Bank of America

Dear Sir:

When Ocwen wrongfully foreclosed on my house, I had been living there for twenty four (24) years. In 2000, the house was awarded to me through a divorce. I mailed Ocwen a copy of the divorce degree. Ocwen and its subsidiaries obtained the mortgage from HUD. The house was foreclosed with a substantial amount of equity. Ocwen /BOA "bought" the house back themselves.

In September 2008 I signed a forbearance agreement with Ocwen that they had faxed to me at work. I signed and faxed the agreement back to them at the fax number that they provided. Some time later they realized that they did not have all of the signed pages. They sent a new agreement addressed to myself and my exhusband to a mailing address listed on his tax returns. Mr. Richards did not get the mail because he was out of the country for a year working in Iraq. The letters were not sent certified and since there did not appear to have any urgency, his roommate did not forward or mention them to him. I, Charlotte Richards, was not aware that Ocwen needed the papers signed.

They never sent me any correspondence to the property address where I, the owner lived. However, during a few months in the summer I did not receive statements, so I contacted Ocwen, via phone and email. At first their representatives did not believe me that I had not received statements. At this time I was not aware of them sending correspondence to my ex-husband.

In March 2009, I sent my payment in to Ocwen. In April I did not receive a statement. On or about April 14, I called to investigate the matter. I was told that my March payment had been sent back along with the check. However, I never got the check back or a letter explaining why it was sent back. I contacted HUD and they in turn contacted Ocwen. Ocwen told them that 1) I had not signed the agreement, 2) I was not paying the correct amount, and 3) I had not paid taxes. The truth of the matter is 1) I was not aware of the agreement, 2)I was paying more than the amount as state on the agreement. (They evidently did not know themselves how much I was supposed to pay. 3) I had made payments on the taxes; because I was an Ike victim, Harris County allowed us to pay them in 3 installments. Ocwen was obviously not aware of this. Neither did they contact me to inquire about it.

Finally, they sent me foreclosure notice. I contacted them and they sent me a MHA application. I faxed it to them and they lost it. I faxed it to them again. Then they denied

it saying my mortgage did not qualify. Then they sent me a forbearance agreement application. I faxed it to them. For one month I called repeatedly to check on the status. I was sent to an automated voice message saying that the process could take months and not to worry. Not feeling comfortable with this answer, I continued calling them and finally on October 1 I spoke with their representative. She told me that my application was still under review. (Ocwen denies that she said this. However, they identified to HUD who she was.) The following Tuesday, they foreclosed on my home. I found out when their real estate agent, Mr. Tamez, left a business card on the windshield of a visitor's car telling me he was sent by the mortgage company to help me move. Ocwen denied in writing that this ever happened, however, I have Mr. Tamez's business card with the documentation.

I have filed a complaint with the Attorney General's office, HUD, state representatives, and Jeff Ehling, Channel 13. I even hired lawyers. I've contacted Ken Lewis, President of Bank of America. I called several times to Mr. Koches, VP of Ocwen, once I saw the news clip on Ch. 13 about them wrongfully foreclosing on a person's home. He never returned the call, however, a representative from Ocwen returned the call, but my subsequent calls were never returned.

It is no hidden fact that Ocwen is known all over the country for their illegal practices and are considered predatory. I've received numerous letters from attorneys in Texas about class action lawsuits against them. At one time Ocwen was taking money out for homeowner's insurance, but when I contacted the insurance company, they told me that I was not covered. From then on I maintained my own homeowner's insurance.

I have documentation of all phone calls, emails, their response to HUD, and the agreement that was sent to my ex-husband for his signature.

Thank you for this opportunity to share this story with you. I have met many ex-homeowners like me in the Houston/Humble area with similar stories. I would love the opportunity to tell my story at the Senate hearing on Monday, October 25. Currently I am a full-time graduate student and still have hopes of regaining my home.

Sincerely,

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