

DO YOU HAVE A CASE?
A Few Short "Yes" or "No" Questions

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INFORMATION ABOUT YOU

Date _____

Your Name(s) _____

Street, City and State of Residence _____

Telephone number, including area code: _____ E-Mail address: _____

Important: Date of mortgage _____

Original amount \$ _____ Interest rate _____ %

Total monthly payment \$ _____ Months behind _____

Your total monthly income \$ _____

Foreclosure Status:

Important: Sale date (if scheduled) _____

Important: Value of your home now \$ _____

Reasons You Believe There May Be a Legal Problem:

- The company that now collects your monthly payments acted wrongly.** *(complete questionnaire on page 2)*
- The company that originally made the loan on your home acted wrongly.** *(complete questionnaire on page 3)*
- The mortgage broker who arranged the loan acted wrongly.** *(complete questionnaire on page 4)*
- Other reason:** *(state it here)*

Is any lawyer now representing you concerning this problem? **yes** **no**

If so, who? _____

(We cannot represent anyone who now has a lawyer, but we are willing to share information with your attorney.)

INFORMATION ABOUT THE COMPANY TO WHICH YOU SEND MONTHLY PAYMENTS

NAME OF COMPANY

ADDRESS

CITY, STATE ZIP CODE

<i>Please respond to each statement by PLACING AN "x" beside yes or no.</i>	YES	NO
It failed to credit your payments in an accurate and timely manner.		
It sought to collect a payment that you had already made.		
It wrongfully imposed late fees.		
It's representatives used loud, profane or abusive language when discussing your mortgage loan.		
It misrepresented the total amount of your unpaid mortgage loan.		
It misrepresented the amount of your loan that was delinquent.		
It collected an excessive amount for your escrow account.		
It did not maintain an accurate record of your escrow account.		
It did not pay insurance or taxes in a timely manner from your escrow account.		
It force-placed insurance on your home that you did not need or want.		
It threatened foreclosure of your loan when it was not in default.		
It threatened foreclosure just to persuade you to refinance your mortgage loan.		
It published (then withdrew) a notice of foreclosure in a newspaper when your loan was not in default.		
It accepted your overdue payment then returned it and foreclosed.		
It foreclosed when it had no right to do so.		
Its representatives contacted you by telephone at inconvenient hours such as late at night or early in the morning.		
Its representatives caused your telephone to ring incessantly when you would not answer.		
Its representatives employed a device so that you could not identify the telephone number from which its call was placed.		
Its representatives would not give their names or gave you names that you believe to be incorrect.		
Its representatives engaged you in a telephone conversation with the intent to annoy, abuse or harass you.		
It contacted you after you requested that it stop doing so.		
It contacted you after you hired a lawyer and told it you had a lawyer.		
It provided a credit reporting agency with false information about you.		
It did not report to a credit reporting agency that your debt was being disputed.		
It did not attempt in a timely manner to correct a mistaken report to a credit reporting agency that your debt was past due.		

INFORMATION ABOUT THE COMPANY THAT MADE THE LOAN TO YOU

NAME OF LENDER	
ADDRESS	
CITY, STATE ZIP CODE	

<i>Please respond to each statement by PLACING AN "x" beside yes or no.</i>	YES	NO
It processed a loan application that you did not sign.		
It processed a loan application that you signed but did not read.		
The loan application contains important mistakes about you.		
The lender made a loan in a higher amount than you applied for.		
The lender discriminated against you. (State the reason on the first page.)		
No one gave you written information to read within three business days after you signed the loan application.		
No one gave you written information to read within three business days before the loan closing.		
Some of the dates on the loan papers are not accurate.		
Some of the loan papers bear the signature of witnesses who were not present when you signed the papers.		
Your signature has been forged.		
The notary public was not present when you signed the loan papers.		
The loan papers were signed in a home or other place that is not an office.		
When you tried to read the loan papers, you were told not to do so.		
You received cash at the closing, but less than you were promised.		
No one paid some of your creditors who were supposed to be paid from the loan proceeds.		
Companies were paid from the loan proceeds who were not your creditors, and you did not authorize the payments to them.		
Someone other than you received cash at the closing, and you did not authorize it.		
The interest rate for the loan is higher than you were told it would be.		
The monthly payment is higher than you were told it would be.		
You were not told orally that you had the right for three days to cancel.		
The closing agent did not explain satisfactorily what the closing costs were and why they were charged.		
Some of the closing costs were for services that were not actually rendered.		
The mortgage broker who arranged the loan was paid more than you authorized.		
You were forced to pay for homeowner's insurance from a company that charged you more than what you were paying before the loan.		
Your loan was transferred to another company, and that caused you to make the same payment twice or to incur a late charge that was improper.		

INFORMATION ABOUT THE MORTGAGE BROKER THAT ARRANGED YOUR HOME LOAN

NAME OF COMPANY

ADDRESS

CITY, STATE ZIP CODE

<i>Please respond to each statement by PLACING AN "x" beside yes or no.</i>	YES	NO
You developed a close and personal relationship with the mortgage broker.		
The mortgage broker did not explain satisfactorily whether it would be representing you, representing the lender, or representing both.		
The mortgage broker did not satisfactorily explain what its charges would be.		
The mortgage broker did not satisfactorily explain the advantages and disadvantages of refinancing.		
The mortgage broker said you had the ability to repay the mortgage loan, but you did not.		
The mortgage broker used high-pressure sales tactics.		
The mortgage broker promised a monthly payment that was lower than the one you actually must pay.		
The mortgage broker underestimated the amount of the closing costs.		
The mortgage broker promised that you would receive cash from the refinancing at the closing, but you received less than you were promised.		