

***Free* DEBT SURVIVAL GUIDE WORTH
THOUSANDS OF \$\$\$\$\$\$\$\$\$\$
GUARANTEED TO SAVE YOUR A\$\$!**

You're wondering how we can make the claim, it could be worth thousands?

Well, you must understand that by utilizing any of these methods you could stay in your home for many months, stop creditors suits dead in their tracks and for those of you that are about to be thrown out of your home, it could stop that too.

So, how much are your mortgage payments?

If it's just a \$1,000 dollars per month and you use any of these strategies and stay in your home for an additional 6 months, well its worth \$6,000 dollars to you. The longer you stay the more its worth!

We can't put an actual cash value on it....

Everyone's situation is different so to some it might be worth \$6,000, to others it might be worth \$25,000 or even more. Now that you understand the real value of this little "*freebie*", let's get on with how to use the Debt Survival Guide.

We have to start with the worst situation and work our way back....

It's pretty common for homeowners to get a notice of sale or be served with a foreclosure summons then do absolutely nothing about it or it's completely ignored because they think the lender is actually going to do a loan modification...LOL.

Fear and panic set in and clouds logical thinking. Some don't have the money to seek an attorney, others just don't even realize that they have other options they can do themselves and just pack up and abandon the property. Remember, it's not time to panic; it's time to take the right steps to protect you and your family.

Well, we don't believe you have to feel panic or fear...

Just remain calm, think it through, and use some of these tools that we are sharing with you. We promise it's not that difficult nor is there any reason to believe that you won't be successful as a matter of fact; the odds are stacked in your favor!

The Beauty of Our System...

As you can clearly see, we have given you simple and effective ways to deal with foreclosure, credit card debt, and ugly creditors. When you sign up as a member we will show you not only how to stop all of the above mention but how to get paid while doing so.

Get Paid While Dealing With Creditors...What?

We have put together a system so strong and so unique it will turn the banker, creditors, debt collectors, and servicers on their heads.

When you join, as a member we are going to show a comprehensive, step by step way to start turning the tables and getting yourself on solid footing with solid results. You will be in a position of power, you will have the confidence, and the best part, you'll have the ability to get paid from the very same people who are asking you for money.

So don't hesitate another moment. If you are facing foreclosure, being harassed by debt collectors and credit card companies, go sign up now and get on the path of empowerment. We promise there is no better feeling!

Here is the first and easiest ways to respond to any lawsuit you are served with, a Motion for Enlargement of Time. This will give you the time needed to get up to speed before filing a Motion to Dismiss without taking a chance of getting defaulted by the Clerk of the Court. The goal is to not answer the complaint until you absolutely have to.

The goal is to buy you enough time to get a motion filed.

Motion for an Enlargement of Time

A Motion for an Enlargement of Time will work with any case you are served with and in all 50 states.

Most of the time you do not need to set these for hearing and are automatically granted without any opposition from the Plaintiff's or their attorneys. Make sure and check your local rules so you if you have to set a hearing or you do get opposition you are prepared.

If you have been served and failed to file a motion or an answer, make sure the Clerk of the Court has not defaulted you already. This is filed to avoid a default, prevent them from getting a summary judgment or a default by the Plaintiff's themselves before you get to present your argument.

Always file this if you get served on the 20th or 30th day depending on your local rules as it will buy you at least 60 days so you can further prepare your motion or answer.

Remember, the **original goes to the Court, a copy gets mailed to the Plaintiff's attorney, and make sure you make a copy for yourself.**

Disclosure

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Put your local court information here like example below

*IN THE CIRCUIT COURT OF THE 9TH JUDICIAL CIRCUIT,
IN AND FOR ORANGE COUNTY,
FLORIDA, CIVIL DIVISION*

CASE# Goes here

Plaintiff's Name Goes here

Plaintiff

Vs.

Your name

Defendant

MOTION FOR ENLARGEMENT OF TIME

Defendant moves the court for an enlargement of time to ANSWER Plaintiff's Complaint.

Respectfully submitted,

Your name

Certificate of Service

I certify that a copy hereof has been furnished to all parties listed below by the method indicated for each party.

Plaintiff's Attorneys information goes here

Done this ____ day of _____, 20

John Doe (by mail)
5555 Peters Road, Ste. 3000
Plantation, FL 33324

Respectfully submitted,

Jane Doe/your name

MOTION TO DISMISS

A Motion to Dismiss is used rather than an Answer to the Complaint on the grounds that something is defective with the complaint. In most cases there are many deficiencies on the face of almost all complaints whether it is a foreclosure or credit cards.

Always make sure when you get served a credit card complaint you check your credit reports for the Plaintiffs attorneys name as they are not allowed to make credit inquiries into your credit prior to litigation. This is a violation of the FDCPA and possibly your state acts.

Make sure there is a copy of a complete signed contract attached to the complaint not just some monthly statements. Make sure the Plaintiffs name matches those on the contracts or statements and if not you know something is wrong.

Make sure you check the account number being sued upon; it's not so rare for the creditors to sue on the wrong account number.

You need to take the time to review all the document attached to the actual complaint down to the finest details then formulate your response from there.

Review the Motion and add or delete as applicable.

Remember, the **original goes to the Court, a copy gets mailed to the Plaintiff's attorney, and make sure you make a copy for yourself.**

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Put your local court information here like example below

IN THE COUNTY COURT IN AND FOR OSCEOLA COUNTY, FLORIDA

Plaintiff's Name Goes here,

PLAINTIFF

CASE# Goes here

Vs.

Your name

DEFENDANT

_____ /

DEFENDANT(s) Your name MOTION TO DISMISS

Defendant(s), Your name, moves to dismiss the complaint in this action, and for the motion would show:

1. The rules of Civil Procedures require that all documents on which in action may be brought should be attached to the pleading. Without these documents, a plaintiff will fail to state a cause of action because the essence of his action is omitted.
2. The rules of Civil Procedures provide that an action may be dismissed for failure to state a cause of action.
3. The attachment in the complaint is not a signed Credit Card Agreement rather a blank unsigned agreement dated _____ while the plaintiff claims defendant signed an agreement in _____. To state a cause of action on an agreement, a Plaintiff must either have the original agreement or a good explanation for why he does not. If a Plaintiff lacks both the agreement and a good explanation, he cannot prevail.

4. The rules of Civil Procedures state that the attachments become part of the complaint for all purposes. The attachments are considered more specific than the paragraphs of the complaint, and where they are inconsistent the attachments govern.

Memorandum Supporting Motion to Dismiss

On a motion to dismiss, our gaze is constrained to the four corners of the complaint. Where allegations are not plainly untrue, we are forced to accept them.

What we cannot do is make up facts omitted from the complaint.

The rules of Civil Procedures provides in pertinent part: “Any exhibit attached to a pleading shall be considered a part thereof for all purposes.” Because the facts revealed by Plaintiff’s exhibit are inconsistent with Plaintiff’s allegations of the subject agreement, those allegations are neutralized and Plaintiff’s complaint is rendered objectionable. Therefore the Plaintiff has no standing and accordingly the complaint must be dismissed.

The rules of Civil Procedures states that the attachments become part of the complaint for all purposes. The attachments are considered more specific than the paragraphs of the complaint, and where they are inconsistent the attachments govern.

To state a cause of action on an agreement, a Plaintiff must either have the original or a good explanation for why he does not. If a Plaintiff lacks both the instrument and a good explanation, he cannot prevail.

There, the complaint alleged that ballots failed to comply with the statutory requirements. The Plaintiff’s standing, if it exists at all, must come from a connection to the agreement. That connection is part of the cause of action, so the document must be attached to the complaint.

The agreement is not attached to the complaint. Plaintiff has failed to state a cause of action on which relief may be granted and has no standing.

Conclusion

Wherefore, **Your name** asks the Court to dismiss the complaint.

Respectfully Submitted,

Your name

Certificate of Service

I certify that a copy hereof has been furnished to all parties listed below by the method indicated for each party.

Plaintiff's Attorneys information goes here

Done this ____ day of _____, 20

John Doe (by mail)

5555 Peters Road, Ste. 3000

Plantation, FL 33324

Respectfully submitted,

Jane Doe/your name

Put your local court information here like example below

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL
CIRCUIT IN AND FOR PALM BEACH COUNTY,
FLORIDA. CIVIL DIVISION

CASE# Goes here

Plaintiff's Name Goes here

Plaintiff

Vs.

Your name

Defendant

NOTICE of DISPUTE

Defendant, **Your name** (the "Consumer"), pursuant to 15 USC. § 1692g(b), give notice that:

1. The debt, or a portion thereof, is disputed.
2. The Consumer requests verification of the debt.
3. The Consumer requests the name and address of the original creditor.
4. The Consumer requests validation of the debt, to wit, the chain of title to the debt and a history of charges and payments thereon.

Certificate of Service

I certify that a copy hereof has been furnished to all parties listed below by the method indicated for each party.

Done this ____ day of _____, 20

Plaintiff's Attorneys information goes here

John Doe (by mail)

5555 Peters Road, Ste. 3000

Plantation, FL 33324

Respectfully submitted,

Jane Doe/your name

Notice of Dispute

A Notice of Dispute should be attached to any motion or answer you submit to the Court. In 98% of the cases we have seen in the past they go completely ignored. If this is the case, you can bring this up when you finally get to be heard and in the past we have seen it shut down the Plaintiff's argument. Under the FDCPA the Plaintiff must cease and desist all further attempts to collect the debt until it is verified. By submitting the dispute and then failing to answer it, by definition the hearing is another attempt to collect.

This will put the Plaintiff in a position to have violated the FDCPA and your state act which in turn can be used as part of your counter claim or cross claim. That's the goal, let them hang themselves and you will get paid.

Remember, the **original goes to the Court, a copy gets mailed to the Plaintiff's attorney, and make sure you make a copy for yourself.**

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Put your local court information here like example below

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL
CIRCUIT IN AND FOR PALM BEACH COUNTY,
FLORIDA. CIVIL DIVISION

CASE# Goes here

Plaintiff's Name Goes here

Plaintiff

Vs.

Your name

Defendant

NOTICE of DISPUTE

Defendant, **Your name** (the "Consumer"), pursuant to 15 USC.§ 1692g(b), give notice that:

1. The debt, or a portion thereof, is disputed.
2. The Consumer requests verification of the debt.
3. The Consumer requests the name and address of the original creditor.
4. The Consumer requests validation of the debt, to wit, the chain of title to the debt and a history of charges and payments thereon.

Certificate of Service

I certify that a copy hereof has been furnished to all parties listed below by the method indicated for each party.

Done this ____ day of _____, 20

Plaintiff's Attorneys information goes here

John Doe (by mail)
5555 Peters Road, Ste. 3000
Plantation, FL 33324

Respectfully submitted,

Jane Doe/your name

If you have been served notice of a sale date on your property, filing a petition for injunction will cause the trustee or attorney to cancel the sale date, even if you do not have time to perfect service of process.

They are not legally required to cancel the sale date but they know that if they respond to your petition and explain that no sale date is pending as you had alleged in the complaint, the court cannot take jurisdiction and may go ahead and grant their motion to dismiss.

The petition can be worded however you want, just understand that its first purpose is to cause the sale date to be canceled.

To do this you will need the information on your notice of default and notice of sale and from those, make a list of the names and addresses of the servicer, trustee; individual attorneys involved along with their law firm name and addresses, every name you can find must become a defendant in this petition.

Once you've done that, you can fax the completed, signed petition to the trustee or whoever is managing the attempted sale, then immediately get a case number by filing it with the clerk of the court in the county where the property is situated. The clerk will require you to prepare a "civil cover sheet" and this is freely available for the asking at the clerk's desk or online.

Again, fax it to the trustee or servicer who appears to be responsible for conducting the sale. Even though this is not legal service of process, it will usually cause them to act as though they have been served. Then you will need to have the clerk issue a summons for each named defendant and have a process server personally serve it upon each of them or the registered agent for the law firm or corporation.

Many times you will not be able to locate any registered agent from the official records of your Secretary of State. In that case, you will need to prepare a letter and an affidavit explaining that you made an effort to serve process at the last known address and that the defendant does not have a registered agent or is a non-registered or foreign corporation and that you want to serve process through the Secretary of State. This process is slightly different in each state, but if you search online, usually google.com under the phrase "secretary of state service of process Non-resident Corporation", you will find either a state or page of instruction for that state on how to serve process via the Secretary.

Send a notice of hearing to each named defendant as soon as you have verification of service of process upon that defendant. Set the hearing for about twenty days out.

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Put your local court information here like example below

[plaintiff]

[address]

[city state zip]

Telephone: xxx-xxx-xxxx

IN THE _____ COURT

COUNTY OF _____, STATE OF _____

[FIRST M LAST],

PLAINTIFF,

v.

CASE NO. _____

EXAMPLES QUALITY LOAN SERVICE CORP. AND/OR

LITTON LOAN SERVICING, LP AND/OR

SELECT PORTFOLIO SERVICING, INC. AND/OR

MORTGAGE ELECTRONIC REGISTRATION

SERVICES, INC. AKA MERS AND/OR

OWNIT MORTGAGE SOLUTIONS, INC. AND/OR

STEWART TITLE AND/OR JOHN DOES 1-10,

DEFENDANTS

_____/

COUNT I -- NOTICE OF AND VERIFIED PETITION FOR INJUNCTION

STATE OF _____)

) ss

COUNT OF _____)

What if the plaintiffs have no mortgage lien against their property and the defendants are using a bogus foreclosure process to steal it? What if there is mortgage but it is current with a another lien holder or mortgagee?

1. Now come t the plaintiffs, [First M.] and [First Last], and hereby makes this petition made

under oath, and states that I am competent and qualified to make the statements herein and do make these statements upon personal knowledge and respectfully request an order restraining the defendant QUALITY LOAN SERVICE CORP. from continuing to engage in the illegal sale of the plaintiff's property described as shown on Exhibit A attached to this petition.

2. The plaintiff has served notice of his intent to seek an injunction and other relief against the actions undertaken by the defendant, and now seeks a temporary injunction against the defendant regarding plaintiff's property at **Your address**. Plaintiff has included a copy of the "legal description" to this petition.

3. The defendant has served a notice of trustee sale, a copy of which is **attached**, upon the plaintiff early in the month of , 201**1**.

4. The defendant does not have the legal right to engage or continue this sale because the defendant is not the holder of any valid deed of trust that would otherwise empower it to undertake the sale.

5. The defendant threatens to or is procuring an act in violation of the rights of the plaintiff respecting the subject property described herein and the plaintiff's rights.

6. The defendant is not the mortgagee of any instrument, note, and mortgage or otherwise, that would give it the authority to engage in or continue the purported sale.

7. There is no adequate remedy at law or compensation would not be sufficient.

8. The plaintiff will suffer irreparable harm absent injunctive relief.

9. It is likely that the plaintiff will prevail on the merits of this petition.

10. The defendant will not suffer harm, loss or injury.

11. The plaintiff is entitled to the relief demanded.

12. Pecuniary compensation would not afford adequate relief;

13. It would be extremely difficult to ascertain the amount of compensation which would afford adequate relief.

14. The restraint is necessary to prevent a multiplicity of judicial proceedings or the obligation arises from a trust.

WHEREFORE, plaintiff respectfully requests that an order restraining the commission or continuance of the acts complained of, either for a limited period or perpetually.

A Qualified Written Request is a very important communication tool you must use with your loan servicer...

Under the “Real Estate Settlement Procedures Act,” Section 6, it specifies safeguards for consumers of loan services. Section 6 describes the QWR. It establishes a legally mandated communications protocol between you and your lenders. The loan servicer cannot ignore your request. If it is written and you have proof that you submitted it to them, the law requires that the loan servicer responds to these inquiries within 20 days and tell you that they received it if that’s all they can tell you. And within 60 days they need to give you a full explanation and an answer to all your questions. **If they fail to respond within the 20 days make sure you document it.**

You should be using “**qualified written request**” for formal requests for information that cannot be made by phone with a customer service rep at your lender. Here are examples of the most effective ways to use this tool:

- **To learn who actually owns your loan:** The company that you’re sending your mortgage payments to is just a servicer. Very, very unlikely that the company you send your mortgage payment to is anything but a servicer. So if you really want to know who owns your loan, you need to send in a “qualified written request”.

In fact, they will not tell you over the phone. They’ll instruct you as to how to submit a “qualified written request” to get that information.

- **To ask for a copy of your promissory note and mortgage along with all transfers**

- **To ask for your payment history**
- **To request an explanation of fees, or special charges that you incurred:**

Most fees are bogus. You want an itemization and justification of the fees. Most times lenders will back down. Also, keep in mind, that many, many, many mortgage loans have RESPA/TILA violations. This can give you leverage to more aggressively negotiate if you want to do a loan modification.

- **To request special handling of reports:** This would include items like credit bureau reporting regarding any payments that they are reporting as missed. If you want a formal explanation of how they are reporting a particular instance, or how many, or if you want to argue with them that they should not be reporting it as missed for whatever reason.

Remember, the mortgage servicer must acknowledge receipt of the QWR within twenty days, and respond to the complaints within sixty days. The loan servicer cannot ignore the written request. **Noncompliance with the Act leaves the lender open to private lawsuits for three years after its inability to respond properly to the QWR.**

Your Name and
Address

VIA Certified mail#

(Example) Homecomings Financial
P.O. Box 205
Waterloo, IA 50704-0205

Attn: Mortgage loan accounting department

Re Loan# Your loan number goes here

Dear Sir or Madam

Lenders name is the servicer of our mortgage loan at the above address. We dispute the amount that is owned according the Monthly Billing Statement and request that you send us information about the fees, costs, and escrow accounting on our loan. This is a Qualified Written Request, pursuant to Real Estate Settlement and Procedures Act section (2605(e)).

Specifically, we are requesting the itemization of the following:

1. a complete payment history that can be easily read and understood including, but not limited to, the dates and amounts of all the payments made on the loan to date;
2. a breakdown of the amount of claimed arrears of delinquencies;
3. an explanation of what you mean by assignment, sale, or transfer. Which one is it? Please include a copy of any all assignments, proof of sale, proof of transfer and to whom.
4. the payment dates, purpose of payment and recipient of all escrow items charged to our account since the loans inception.
5. a breakdown of the current escrow charges showing how it is to calculated and reasons for any increase within the last 24 months; and
6. a copy of any annual escrow statements and notices of shortage, deficiency or surplus, sent us within the life of the current loan.

In Order to avoid any misunderstanding, all communication shall henceforth be on the record, i.e. in writing and duly served. Please serve all communications and process directly to the mailing address provided below.

I am hereby requesting in writing that neither you, nor any agent on your behalf, call me at home or at work. Do not call me at my home number, or at my place of employment. Please give this information to the appropriate parties within your company so they may comply.

Thank you for taking to acknowledge and answer the request s required by Real Estate Settlement and Procedures Act section (2605(e)).

Very truly yours,

Your name and address goes here