

## **Request for Resumption of Periodic Statements for Residential Mortgage Loan after Bankruptcy Discharge**

**Pursuant to:**

- **§ Section 1420 of the Dodd-Frank Act**
- **§ 1026.41 Periodic statements for residential mortgage loans.**
- **Bureau of Consumer Financial Protection — 12 CFR Chapter X**
- **Part 1026 — Truth in Lending (Regulation Z), Subpart E, Special Rules for Certain Home Mortgage Transactions**

Today's Date: \_\_\_\_\_

To: (name of mortgage company or mortgage servicer): \_\_\_\_\_

My Loan No: \_\_\_\_\_

My Name: \_\_\_\_\_ My phone number: \_\_\_\_\_

My Address: \_\_\_\_\_

\_\_\_\_\_

Mortgage Property Address (if different from my address): \_\_\_\_\_

**To whom this may concern,**

**I am directing you to immediately resume sending me the “Periodic Statements for Residential Mortgage Loans” as required by Dodd – Frank.**

As you know, **Section 1420 of the Dodd-Frank Act** addresses this issue. It amends the Truth in Lending Act by including a section on “Periodic Statements for Residential Mortgage Loans.” This section requires creditors, assignees, or servicers to send the borrower a periodic statement for each billing cycle.

**The law specifies several items that must be included:** “The principal loan amount, The current interest rate, The date on which the interest rate may next reset, A description of any late payment fees and any prepayment fee to be charged, Information about housing counselors, Phone number and email address for borrower to obtain information about the mortgage, Other information the CFPB may prescribe in regulation.”

*The fact that I received a **bankruptcy discharge** in a case under 11 United States Code does not alleviate the **Dodd – Frank** requirement that you provide me with the required Periodic Statements for Residential Mortgage Loans. See, e.g. **Johnson v. Home State Bank**, 501 U.S. 78, **stating that after a bankruptcy discharge: A surviving mortgage interest corresponds to an “enforceable obligation” of the debtor. Even after the debtor’s personal obligations have been extinguished, the creditor still retains a “right to payment” in the form of its right to the proceeds from the sale of the debtor’s property.***

**Johnson**, id. 501 U. S. 79

Your “**right to payment**” from me continues. For that and other reasons, I expect your immediate compliance with this request.

**Yours truly,**

x. \_\_\_\_\_

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