Word Doc Mortgage Template for:

Notice of Opportunity To Cure

**For all instructions and terminology
refer back to web page**

PRIVATE & CONFIDENTIAL
**ROBIN HOODY (CEO)**
**ROBIN HOODIES LIMITED**
REGISTERED OFFICE

DATE

**NOTICE OF OPPORTUNITY TO CURE**

**NOTICE TO AGENT IS NOTICE TO PRINCIPAL NOTICE TO PRINCIPAL IS NOTICE TO AGENT**

Your Name

Your Address
Your County
Your Postcode

Dear ROBIN HOODIES, (This is the name of company not the CEO)
Re: Account Number ################

 Following your company’s dishonour of the NOTICE OF CONDITIONAL ACCEPTANCE dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_, I hereby serve NOTICE OF OPPORTUNITY TO CURE. Therefore, please provide me with the following items without delay:

**1.** The original mortgage contract, signed by both parties and including all the individually negotiated terms and conditions, as per section 2 of the Law of Property (Miscellaneous Provisions) Act 1989.
**2.** All bookkeeping entries associated with the alleged loan.
**3.** The original mortgage deed associated with the alleged loan, which must comply with section 1 of the 1989 Act.
**4.** The insurance policy on the borrowers’ note associated with the alleged loan.
**5.** The call reports for the period covering the alleged loan.
**6.** The deposit slip for the deposit of the borrower’s note associated with the alleged loan.
**7.** The order authorising the withdrawal of funds from borrower’s note deposit account.
**8.** The account number from which the money came to fund the alleged loan to the borrower.
**9.** Any allonge, front and back, affixed to the borrower’s note for endorsements.
**10.** Verification that the borrower’s note was a free gift to the alleged lender from the alleged borrower.
**11.** The name and mailing location of the current holder of the borrower’s note.
**12.** The name and mailing location of the lender’s chartered accountant and auditor for the period covering the alleged loan.

Failure to deliver these reasonably requested items within 7 days of your receipt of this notice at the mailing location provided herein will comprise the tacit procuration of your agreement that your company is unable to verify and validate the alleged loan, and in so doing, your company may be in breach of the Fraud Act 2006, which clearly states:
3. **Fraud by failing to disclose information**
A person is in breach of this section if he— (a) dishonestly fails to disclose to another person information which he is under a legal duty to disclose, and (b) intends, by failing to disclose the information— (i) to make a gain for himself or another, or (ii) to cause loss to another or to expose another to a risk of loss.

In the event that this notice is dishonoured and it is established by the facts of the matter that your company has committed fraud, please take notice that NAME OF MORTGAGOR will begin any and all administrative and/or judicial proceedings deemed necessary, in order to recover three times the value of your company’s invalid claim in damages, plus the principal allegedly owed.

With sincerity and honour,

*[Wet signature here]*

By: Upper-Case:Lower [i.e. Joanna Smith]
Authorised Representative for JOANNA SMITH
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