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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re:

RESIDENTIAL CAPITAL, LLC, et al.,

Debtors.  
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)  
) Case No. 12-12020 (MG)  
)

) Chapter 11  
)

) Jointly Administered  
)

**THE RESCAP BORROWER CLAIMS TRUST'S REPLY IN SUPPORT OF ITS  
OBJECTION TO CLAIM NUMBER 392 FILED BY KEVIN J. MATTHEWS**



**TABLE OF CONTENTS**

	<b>Page</b>
I. PRELIMINARY STATEMENT .....	1
II. REPLY .....	2
A. Matthews’s Claim Is Barred Under the Doctrine of Res Judicata.....	2
B. Matthews’s Claims Arising Out of the First Foreclosure Action Are Not Timely.....	4
C. GMACM Is Not Violating Debt Collection Practices Laws Through Continued Prosecution of the Second Foreclosure Action.....	5
D. The Delehey Declaration Is Not Hearsay .....	6
E. Matthews Fails to Establish the Validity of His Claims by a Preponderance of the Evidence .....	7
(i) The FRB Consent Order and the Dismissal of the First Foreclosure Action Do Not Constitute Admissions of Liability by GMACM .....	8
(ii) Matthews’s Claims for Wrongful Denial of Loan Modification Are Baseless .....	9



**Exhibit List**

Exhibit 1 Horst Declaration

Exhibit A Aguirre Affidavit

Exhibit B Deed of Appointment of Substitute Trustees

Exhibit C Excerpt of Servicing Transfer Agreement

**TABLE OF AUTHORITIES**

	<b>Page(s)</b>
 <b>CASES</b>	
<i>ASX Inv. Corp. v. Newton</i> , 183 F.3d 1265 (11th Cir. 1999) .....	3
<i>Carlson v. Long Island Jewish Med. Ctr.</i> , 378 F. Supp. 2d 128 (E.D.N.Y. 2005) .....	8
<i>Hughes v. Beltway Homes, Inc.</i> , 347 A.2d 837 (Md. 1975) .....	4
<i>Philip Morris, Inc. v. Angeletti</i> , 752 A.2d 200 (Md. 2000) .....	7
<i>Sysco Corp. v. Chi-Chi's, Inc. (In re Chi-Chi's, Inc.)</i> , 338 B.R. 618 (Bankr. D. Del. 2006) .....	4
<i>Wells Fargo Home Mortg., Inc. v. Neal</i> , 922 A.2d 538 (Md. 2007) .....	9, 10
<i>W. Grp. Nurseries, Inc. v. Ergas</i> , 211 F. Supp. 2d 1362 (S.D. Fla. 2002) .....	3
 <b>RULES</b>	
Federal Rule of Civil Procedure 41(a)(1)(B) .....	1-4
Bankruptcy Rule 7041 .....	3

TO THE HONORABLE MARTIN GLENN,  
UNITED STATES BANKRUPTCY JUDGE:

The ResCap Borrower Claims Trust (the “Borrower Trust”), established pursuant to the terms of the Chapter 11 plan confirmed in the above captioned bankruptcy cases (the “Chapter 11 Cases”) [Docket No. 6065], hereby submits this reply (the “Reply”), together with the Supplemental Declaration of Deanna Horst, Chief Claims Officer for The ResCap Liquidating Trust (the “Supplemental Declaration”), annexed hereto as Exhibit 1, to the response of claimant Kevin J. Matthews (“Matthews”) [Docket No. 7226] (the “Response”) to the *Objection Of The Rescap Borrower Claims Trust To Claim Number 392 Filed By Kevin J. Matthews* [Docket No. 7094] (the “Objection”).<sup>1</sup> In further support of the Objection, the Borrower Trust respectfully represents as follows:

#### **I. PRELIMINARY STATEMENT**

1. Based on the record before the Court, Matthews has failed to carry his requisite burden of proof with respect to the Claim. In the first instance, Matthews cannot overcome the fact that the Claim is barred under the doctrine of res judicata. Matthews voluntarily dismissed these same claims against GMACM, as asserted in both the Second Foreclosure Action and the subsequent Adversary Proceeding, and as a result, his dismissal of the Adversary Proceeding constitutes an adjudication on the merits pursuant to Federal Rule of Civil Procedure 41(a)(1)(B) (“Rule 41(a)(1)(B)”).

2. In an apparent effort to divert the Court’s focus from the merits of the Objection, a majority of the Response is devoted to discussing an earlier rescinded—and therefore irrelevant—foreclosure proceeding commenced against Matthews. However, GMACM’s dismissal of the First Foreclosure Action is not a basis for liability to Matthews. Moreover, it

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<sup>1</sup> Capitalized terms not defined in this Reply have the meaning ascribed to such terms in the Objection.

does not change the fact that, due to changes in his circumstances that have nothing to do with GMACM, Matthews cannot afford his mortgage, even on modified terms. Contrary to the representations set forth in the Response and its supporting materials, GMACM attempted on numerous occasions to explore available opportunities for loss mitigation with Matthews and his counsel. As the record shows, Matthews ignored GMACM's good faith loss mitigation offers and instead, acting through his counsel, evaded foreclosure of his home by engaging in dilatory and abusive litigation tactics, including (but not limited to) filing multiple lawsuits and repeatedly dismissing counterclaims on the eve of judicial determinations regarding those claims. These tactics should not be countenanced by the Court and, by operation of Rule 41(a)(1)(B), require that the Claim be disallowed.

3. Even if the Claim was not so barred by res judicata and Rule 41(a)(1)(B), the Response fails to rebut the arguments raised in the Objection regarding the merits of each of Matthews's underlying claims and establish, by a preponderance of the evidence, the existence of a valid legal predicate with respect to any of his claims. For these reasons, as set forth below and in the Objection, the Claim should be disallowed and expunged from the Claims Register in its entirety.

## **II. REPLY**

### **A. Matthews's Claim Is Barred Under the Doctrine of Res Judicata**

4. Matthews argues that the Claim is not barred by res judicata because there was no final judgment against GMACM in the First Foreclosure Action and his dismissal of the Adversary Complaint purported to be without prejudice. (Response at 33-34.) Matthews misapplies both the doctrine of res judicata and the Federal Rules of Civil Procedure.

5. As set forth in the Objection, the claims and causes of action upon which the Claim is based were initially asserted by Matthews in the Counter-Complaint he filed in the

Second Foreclosure Action. Matthews incorrectly states that he and the Debtors “agreed” that GMACM would be dismissed from the Counter-Complaint. (Response at 33.) To the contrary, the parties negotiated the Stipulation and Order, pursuant to which GMACM expressly consented to the modification of the automatic stay so that GMACM could prosecute its motion to dismiss the Counter-Complaint (the “Motion to Dismiss”) before the Maryland Court, and Matthews could take all actions necessary to defend against the Motion to Dismiss (including any and all appeals thereof). (See Docket No. 1697.) Although GMACM was prepared to move forward with the adjudication of the Motion to Dismiss (and thereby obtain a dismissal of the claims asserted against it in the Counter-Complaint with prejudice), Matthews unilaterally decided to voluntarily dismiss his claims against GMACM without prejudice only after the stipulation lifting the automatic stay had been negotiated, filed, and entered by the Court. Thereafter, Matthews commenced the Adversary Proceeding asserting the same claims previously asserted against GMACM in the Counter-Complaint. Again, Matthews unilaterally dismissed the Adversary Complaint after GMACM filed a motion to dismiss, without any explanation and just two days before a hearing on that motion to dismiss was scheduled to be held.

6. This gamesmanship by Matthews and his counsel—and the attendant waste of time, effort, and resources it has caused—is precisely what Rule 41(a)(1)(B) (which is made applicable to adversary proceedings pursuant to Bankruptcy Rule 7041) is intended to protect against. *See, e.g., ASX Inv. Corp. v. Newton*, 183 F.3d 1265, 1268 (11th Cir. 1999) (“The primary purpose of the two dismissal rule is to prevent an unreasonable use of the plaintiff’s unilateral right to dismiss an action prior to the filing of the defendant’s responsive pleading.” (citations omitted)); *W. Grp. Nurseries, Inc. v. Ergas*, 211 F. Supp. 2d 1362, 1370 (S.D. Fla.

2002) (“The purpose of the two dismissal rule is to prevent duplicative, wasteful and harassing litigation.”). Under Rule 41(a)(1)(B), Matthews’ second dismissal operated as a dismissal with prejudice due to Matthews’s earlier dismissal of his claims in the Second Foreclosure Action, notwithstanding the fact that the notice filed by Matthews purported to be without prejudice. The Debtors had no obligation to appeal the dismissal or to take any other steps to ensure that Rule 41(a)(1)(B), which applies automatically, would be given effect. *Sysco Corp. v. Chi-Chi’s, Inc. (In re Chi-Chi’s, Inc.)*, 338 B.R. 618, 621 (Bankr. D. Del. 2006) (“Under the two dismissal rule, ‘if the plaintiff invokes Rule 41(a)(1) a second time for an “action based on or including the same claim,” the action must be dismissed with prejudice.’” (emphasis added; citations omitted)). Accordingly, that second dismissal by Matthews operates as a final adjudication on the merits of his claims for purposes of res judicata.

**B. Matthews’s Claims Arising Out of the First Foreclosure Action Are Not Timely**

7. To the extent Matthew’s claims are based on the First Foreclosure Action (*see* Response at 3, 10-11), that action was dismissed and the trustee’s sale was rescinded pursuant to the Dismissal Order. (*See* Obj. at ¶ 14.) Matthews did not object to the dismissal and rescission, although he did require that GMACM file a motion to obtain the dismissal. (*See* Response, Ex. 8). To the extent Matthews believed he was harmed in a manner that was not remedied solely by the rescission of the first trustee’s sale of the Property, his remedy was to raise that issue by seeking revision of the Dismissal Order. (*See* Obj. at ¶¶ 57-61.) He failed to do so, despite having been represented by his current counsel at the time, and thus, in effect, waived those claims. *See, e.g., Hughes v. Beltway Homes, Inc.*, 347 A.2d 837, 842 (Md. 1975) (affirming trial court’s finding that six month delay in challenging judgment ratifying foreclosure sale was an “extraordinarily long time” that “precludes a finding of diligence”). Matthews cannot use the

alleged actions (or omissions) of GMACM in connection with that rescinded foreclosure as the basis to contest the second, pending foreclosure proceeding, nor should he be permitted to collaterally attack the rescission in another venue. Matthews's argument that GMACM is "judicially estopped" from asserting that its actions in connection with the First Foreclosure Proceeding were proper (*see* Response at 18-19) misses the point—such actions are irrelevant to any claims that Matthews could otherwise bring in connection with the Second Foreclosure Action.

**C. GMACM Is Not Violating Debt Collection Practices Laws Through Continued Prosecution of the Second Foreclosure Action**

8. Matthews contends that GMACM is engaging in ongoing illegal collection practices because it is continuing to prosecute the Second Foreclosure Action against him even though it is no longer a licensed mortgage loan servicer. (*See* Response at 13.) This argument is simply incorrect.

9. *First*, the foreclosure action is being prosecuted on behalf of Ocwen, in its capacity as successor in interest to GMACM. Consistent with the Sale Order<sup>2</sup> entered by the Court on November 21, 2012 approving the sale of the Debtors' loan servicing business to Ocwen pursuant to the terms of the asset purchase agreement (the "APA") attached thereto, Ocwen is not required to substitute into contested foreclosure proceedings that were pending as of February 15, 2013. (*See* Sale Order at ¶ 3, Ex.1 at § 9.1.) *See also* Servicing Transfer Agreement at § 3.14(b)(ii), excerpt attached as Ex. C to Horst Decl.:

With respect to any litigation (whether judicial or non-judicial) in which the Serviced Mortgagor has asserted or subsequently asserts

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<sup>2</sup> *See* Order Under 11 U.S.C. §§ 105, 363, and 365 and Fed. Bankr. P. 2002, 6004, 6006, and 9014 (I) Approving (A) Sale of Debtors' Assets Pursuant to Asset Purchase Agreement with Ocwen Loan Servicing, LLC; (B) Sale of Purchased Assets Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (C) Assumption and Assignment of Certain Executory Contracts and Unexpired Leases Thereto; (D) Related Agreements; and (II) Granting Related Relief [Docket No. 2246] (the "Sale Order").

claims or counter claims against a Seller (each, a “Contested Default Action”) that is not a Stayed Litigation (defined below), Purchaser shall not be required to take any action to request that Purchaser or any other Person be substituted for a Seller in such Contested Default Action (the “New Plaintiff/Defendant”) as the real party-in-interest.

In contested foreclosure cases, such as the Second Foreclosure Action, Ocwen is authorized to prosecute the foreclosure actions without substituting in as the real party in interest. Thus, continued prosecution of the Second Foreclosure Action does not constitute a continuing debt collection by GMACM. *Second*, GMACM is not even a party to the Second Foreclosure Action. In accordance with Maryland convention and standard practice, the named plaintiffs are foreclosure attorneys who are acting as Substitute Trustees under the Deed of Trust for the very purpose of conducting the foreclosure thereunder. (*See* Deed of Appointment of Substitute Trustees, attached as Ex. B to Horst Decl.)

**D. The Delehey Declaration Is Not Hearsay**

10. Matthews also objects to the Borrower Trust’s submission of the Delehey Declaration in support of the Objection as hearsay. (Response at 19.) This objection is unsubstantiated and lacks any objective support. As an initial matter, Matthews does not identify any of the statements therein as being factually inaccurate, nor does he identify any legitimate basis for calling into question the trustworthiness of Ms. Delehey’s written testimony. Moreover, Ms. Delehey’s declaration is offered to establish the process through which the Borrower Trust determined that the Debtors were not liable for the Claim. Specifically, as set forth in the Delehey Declaration, the Borrower Trust, acting through its agents under Ms. Delehey’s supervision, reviewed and analyzed the Claim, as well as documents provided by Matthews in support of the Claim, records maintained by the Debtors in the ordinary course of business related to the Claim, and publically available court documents related to Matthews’s



prior efforts to prosecute his claims against GMACM. Thus, Ms. Delehey's declaration regarding the factual background underlying the Claim is not offered to prove the truth of the matters asserted therein, but is instead offered in order to establish what materials and information the Borrower Trust relied on in deciding to object to the Claim. Because that information is not offered to prove the truth of the matters asserted therein, the declaration is, by definition, not hearsay under Rule 801 of the Federal Rules of Evidence.

**E. Matthews Fails to Establish the Validity of His Claims by a Preponderance of the Evidence**

11. The remainder of Matthews' Response consists of conclusory statements that he has carried his burden of proof, despite the fact that he fails to address many, if not most, of the arguments raised in the Objection. For example, the Response does not deny that Matthews' fraud claims are based on the dismissed First Foreclosure Action, and does not address the fact that collateral attack of that dismissed action is not permitted under applicable Maryland procedural rules and case law. (Obj. at ¶¶ 57-61; Reply, *supra*, at ¶ 7.) Nor does Matthews address the Borrower Trust's arguments that he cannot demonstrate detrimental reliance on any alleged misstatements or misrepresentations made by GMACM regarding its identity as servicer for the Loan or its submission of documents in connection with the First Foreclosure Action because Matthews defended against and challenged both the First Foreclosure Action and the Second Foreclosure Action.<sup>3</sup> (Obj. at ¶ 94.)

12. Matthews similarly ignores the ample case law set forth in the Objection establishing that a mortgage loan servicer acting in such capacity is not a "debt collector" for

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<sup>3</sup> Misleadingly, Matthews cites to the MCPA for the proposition that reliance is not a requirement for liability under the statute. (Response at 24.) Although consumer reliance is not a necessary element to establish a violation of the MCPA, reliance by consumers is "a necessary precondition to awarding restitution or damages pursuant to the statutory consumer protection provisions" in the statute. *Philip Morris, Inc. v. Angeletti*, 752 A.2d 200, 235 (Md. 2000) (cited in Obj. at ¶ 74)).

purposes of the FDCPA, and cites to a single case for the proposition that a creditor may be found liable under the statute where it “pretends to be someone else.” (Response at 31 (citing *Carlson v. Long Island Jewish Med. Ctr.*, 378 F. Supp. 2d 128, 130-31 (E.D.N.Y. 2005))). In that case, the court was concerned with instances where “a debt collector is using a fictitious name under which to collect its own debt” such that a consumer could have the false impression that an unrelated third party was collecting the debt in order to retain the creditor’s good will with consumers. *Id.* at 131-32. That case is simply inapposite where, as here, GMACM purportedly told Matthews that he was speaking directly with an employee of USAA as the lender, rather than with its authorized agent. (Response at 31.)

13. For the reasons set forth in detail in the Objection, each of Matthews’s claims fails as a matter of law, and the Response does not rebut those legal arguments. Although GMACM believes the arguments set forth in the Objection—and the lack of rebuttal in the Response—are sufficient to permit the Court to sustain the Objection on all counts, several of the statements in the Response nonetheless warrant some additional discussion.

**(i) The FRB Consent Order and the Dismissal of the First Foreclosure Action Do Not Constitute Admissions of Liability by GMACM**

14. Matthews argues that the Court should take judicial notice of the FRB Consent Order as evidence that GMACM engaged in fraudulent, unfair and deceptive servicing practices. (Response at 9-13, 15-19.). Matthews apparently contends that when the FRB Consent Order is considered together with GMACM’s voluntary dismissal of the First Foreclosure Action, the Court can therefore infer that GMACM engaged in misconduct in connection with the servicing of Matthews’s Loan and that GMACM is judicially estopped from making arguments to the contrary. These contentions are simply incorrect.

15. As the Court previously recognized in a similar context, GMACM entered into the Consent Order without admitting fault for wrongdoing alleged by the FRB or the FDIC.<sup>4</sup> Similarly, the Debtors' dismissal of the First Foreclosure Action without prejudice does not constitute a determination by the Maryland Court or admission by the Debtors that Matthews's claims have any merit or that GMACM did not have the right to foreclose. Therefore, the Debtors' entry into the FRB Consent Order and GMACM's dismissal of the First Foreclosure Action, separately or together, do not constitute evidence that the Debtors are liable to Matthews.

**(ii) Matthews's Claims for Wrongful Denial of Loan Modification Are Baseless**

16. Matthews contends that GMACM wrongfully sought to foreclose on the Loan without first offering Matthews the opportunity to engage in loss mitigation programs as required under the Veterans' Administration loan program. (*See* Response at 11-12.) These arguments fail for several reasons.

17. *First*, as set forth above and in the Objection, actions taken by GMACM in connection with the rescinded First Foreclosure Action are irrelevant to the propriety and validity of the pending Second Foreclosure Action.

18. *Second*, as set forth in the Objection, wrongful denial of a loan modification does not give rise to an affirmative claim against GMACM under applicable Maryland law. Rather, it is simply a defense to a foreclosure action. (*See* Obj. at ¶¶ 46-49, citing, among other cases, *Wells Fargo Home Mortg., Inc. v. Neal*, 922 A.2d 538, 547 (Md. 2007).)

19. *Third*, Matthews's attempt to obtain a loan modification was not, as the Response suggests, ignored by GMACM, or improperly denied. (Response at 11-12, Ex. 13 at ¶¶ 14, 16,

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<sup>4</sup> *See* Order Sustaining in Part and Overruling without Prejudice in Part the ResCap Borrower Trust's Objection to the Reed Claims and Setting Evidentiary Hearing, at 11 *In re Residential Capital, LLC, et al.*, No. 12- 12020 (MG) (Bankr. S.D.N.Y. July 11, 2014) [Docket No. 7246] (emphasis in original).

24-25.). On or about March 2, 2011, Matthews submitted a financial package in connection with his request for a loan modification, and that request was granted on or about March 11, 2011, subject to the receipt of a signed loan modification agreement and associated documents. (Ex. A to Horst Declaration, at ¶ 6). Matthews failed to return the signed loan modification agreement and associated documents (*id.* at ¶ 7), and on June 27, 2011, Matthews explained that he could not afford the mortgage payment under the modified terms. (*Id.*). Thereafter, GMACM reached out to Matthews two more times regarding a possible loan modification or other potential loss mitigation options, including a short sale and a deed in lieu of foreclosure. (*Id.* at ¶ 8). Only after receiving no response from Matthews to those repeated invitations to explore loss mitigation options, did GMACM initiate the Second Foreclosure Action on or about February 10, 2012.<sup>5</sup> (*Id.* at ¶¶ 8-11.)

20. Ironically, citing *Wells Fargo Home Mortg., Inc. v. Neal*, cited *supra*, Matthews seeks to employ the “legal fiction that no default exists” (Response at 11-12) despite Matthews’ failure to make a single mortgage payment since 2009. Matthews submits that a failure to adhere to mandatory loss mitigation requirements “may invalidate the mortgagee’s declaration of default.” (Response at 12, quoting *Neal*, 922 A.2d at 551). That argument has no merit whatsoever. As discussed above, GMACM discharged its loss mitigation obligations. But even if his protestations to the contrary are to be believed, Matthews’ affirmative claims must be rejected under the holding in *Neal*: “[A failure to conduct required loss mitigation] may not be invoked by the mortgagor as a sword in an offensive cause of action against the mortgagee.” *Neal*, 922 A.2d at 546.

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<sup>5</sup> Even after the Second Foreclosure Action was commenced, GMACM continued to try to avoid a foreclosure sale, although those efforts proved to be unsuccessful. (See Ex. A to Horst Declaration, at ¶¶ 13-21.)

WHEREFORE, the Borrower Trust respectfully requests that the Court overrule the Response and grant the relief requested in the Objection by disallowing and expunging the Claim in its entirety.

Dated: July 25, 2014  
New York, New York

/s/ Norman S. Rosenbaum  
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*Special Counsel for The ResCap Borrower Claims Trust*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

_____	)	
In re:	)	Case No. 12-12020 (MG)
	)	
RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,	)	Chapter 11
	)	
Debtors.	)	Jointly Administered
_____	)	

**SUPPLEMENTAL DECLARATION OF DEANNA HORST IN SUPPORT OF  
THE RESCAP BORROWER CLAIMS TRUST’S REPLY IN SUPPORT OF ITS  
OBJECTION TO CLAIM NUMBER 392 FILED BY KEVIN J. MATTHEWS**

I, Deanna Horst, hereby declare as follows:

1. I am the Chief Claims Officer for The ResCap Liquidating Trust (the “Liquidating Trust”), and previously served as Chief Claims Officer for Residential Capital, LLC and its affiliates (“ResCap”), a limited liability company organized under the laws of the state of Delaware and the parent of the other debtors in the above-captioned Chapter 11 Cases (collectively, the “Debtors”). I have been employed by affiliates of ResCap since August of 2001. In June 2012, I became Senior Director of Claims Management for ResCap and in October of 2013, I became Chief Claims Officer of ResCap. I began my association with ResCap in 2001 as the Director, Responsible Lending Manager, charged with managing the Debtors’ responsible lending on-site due diligence program. In 2002, I became the Director of Quality Asset Management, managing Client Repurchase, Quality Assurance and Compliance—a position I held until 2006, at which time I became the Vice President of the Credit Risk Group, managing Correspondent and Broker approval and monitoring. In 2011, I became the Vice President, Business Risk and Controls, and supported GMAC Mortgage, LLC and Ally Bank in this role. In my current position, I am responsible for Claims Management and Reconciliation and Client Recovery. In my current position as Chief Claims Officer to the Liquidating Trust,

among my other duties, I continue to assist the Liquidating Trust and the ResCap Borrower Claims Trust (the “Borrower Trust”) in connection with the claims reconciliation process.<sup>1</sup> I am authorized to submit this supplemental declaration (the “Supplemental Declaration”) in support of *The ResCap Borrower Claims Trust’s Reply in Support of Its Objection to Claim Number 392 Filed by Kevin J. Matthews* (the “Reply”) and the Objection.<sup>2</sup>

2. Except as otherwise indicated, all facts set forth in this Supplemental Declaration are based upon my personal knowledge of the Debtors’ operations and finances, information learned from my review of relevant documents and information I have received through my discussions with other former members of the Debtors’ management or other former employees of the Debtors, the Liquidating Trust’s professionals and consultants, and/or Kurtzman Carson Consultants LLC (“KCC”), the Debtors’ noticing and claims agent. If I were called upon to testify, I could and would testify competently to the facts set forth in the Reply on that basis.

3. In my capacity as Chief Claims Officer, I am intimately familiar with the claims reconciliation process in these Chapter 11 Cases. Except as otherwise indicated, all statements in this Supplemental Declaration are based upon my familiarity with the Debtors’ books and records that were prepared and kept in the course of their regularly conducted business activities (the “Books and Records”), my review and reconciliation of claims, and/or my review of relevant documents. I or other Liquidating Trust personnel have reviewed and analyzed the proof of claim form and supporting documentation filed by Matthews. Since the

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<sup>1</sup> The ResCap Liquidating Trust and the Borrower Trust are parties to an Access and Cooperation Agreement, dated as December 17, 2013, which, among other things, provides the Borrower Trust with access to the books and records held by the Liquidating Trust and Liquidating Trust’s personnel to assist the Borrower Trust in performing its obligations.

<sup>2</sup> Defined terms used but not defined herein shall have the meanings ascribed to such terms as set forth in the Reply.

Plan went effective and the Borrower Trust was established, I, along with other members of the Liquidating Trust have consulted with the Borrower Trust to continue the claims reconciliation process, analyze claims, and determine the appropriate treatment of the same. In connection with such review and analysis, where applicable, I or the Liquidating Trust personnel under my supervision, and the Liquidating Trust's professional advisors have reviewed (i) information supplied or verified by former personnel in departments within the Debtors' various business units, (ii) the Books and Records, (iii) the Debtors' schedules of assets and liabilities and statements of financial affairs filed in these Chapter 11 Cases, (iv) other filed proofs of claim, and/or (v) the Claims Register.

4. Attached as **Exhibit A** is a true and correct copy of the Affidavit of Juan Aguirre, a former GMAMC employee, dated as of November 16, 2012 (the "**Aguirre Affidavit**"), which was submitted on behalf of GMACM in connection with the Second Foreclosure Proceeding. I have reviewed the Aguirre Affidavit, including the exhibits thereto, as well as the Debtors' relevant Books and Records. To the best of my knowledge and belief based on my review of the foregoing materials, each of the statements in paragraphs 4 through 21 of the Aguirre Affidavit remains true and correct.

5. Attached as **Exhibit B** is a true and correct copy of the Deed of Appointment of Substitute Trustees.

6. Attached as **Exhibit C** are excerpts from a true and correct copy of the Servicing Transfer Agreement by and among GMAC Mortgage, LLC, Residential Funding Company, LLC, Executive Trustee Services, LLC, ETS of Washington, Inc. and Ocwen Loan Servicing, LLC, dated as of February 15, 2013.



Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing  
is true and correct.

Dated: July 25, 2014

/s/ Deanna Horst  
Deanna Horst  
Chief Claims Officer for The ResCap  
Liquidating Trust

**EXHIBIT A**

**Aguirre Affidavit**

IN THE CIRCUIT COURT FOR BALTIMORE CITY, MARYLAND

LAURA H.G. O'SULLIVAN, *et al.*

Plaintiffs,

v.

KEVIN J. MATTHEWS

Defendant

)  
)  
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) Case No.: 24O12000286  
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**AFFIDAVIT OF JUAN AGUIRRE**

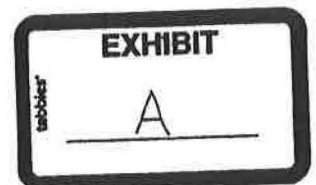
1. My name is Juan Aguirre, and I am over eighteen years of age, am competent to testify, and have personal knowledge of the facts set forth herein.

2. During all relevant times, I have been, and remain, an employee of GMAC Mortgage, LLC ("GMACM"), and my current position is Manager-Litigation Suppor. I have been employed by GMACM for 6 years.

3. In response to allegations by Mr. Kevin Matthews, I have reviewed GMACM's files and have become familiar with the history of GMACM's relationship with Mr. Matthews, including the recent foreclosure proceedings, as well as the relevant documents.

4. On or about February 14, 2008, USAA Federal Savings Bank made a loan to Mr. Matthews in the amount of \$150,000.00 as evidenced by a promissory note (the "Note"). A true and accurate copy of the Note is attached to my Affidavit as **Exhibit 1**. Since the origination of the loan, GMACM has serviced the loan, and it is presently the holder of the Note.

5. Mr. Matthews has not made a mortgage payment since April 8, 2009. As of August 1, 2009, Mr. Matthews owed a total amount of \$147,457.41 in unpaid principal balance



on his mortgage loan. A true and accurate copy of GMACM's report of Mr. Matthews's payment history as of November 16, 2012 is attached to my Affidavit as Exhibit 2.

6. On or about March 2, 2011, Mr. Matthews submitted a financial package in connection with his request for a loan modification, and that request was granted on or about March 11, 2011, subject to the receipt of a signed loan modification agreement and associated documents. The terms of the loan as modified required total monthly payments of \$1,214.49 from that point forward. Further, no down payment of any kind was required. A true and accurate copy of a letter dated March 11, 2011 relating to the loan modification is attached to my Affidavit as Exhibit 3.

7. Mr. Matthews failed to return the signed loan modification agreement and associated documents. On June 27, 2011, Mr. Matthews explained to GMACM that he could not afford the mortgage payment under the modified terms.

8. On or about December 5, 2011, GMACM issued to Mr. Matthews a letter and an application package relating to his mortgage loan. Among other things, the letter listed various options for Matthews, including loan modifications, a short sale, and a deed in lieu of foreclosure. A true and accurate copy of the letter of December 5, 2011 is attached to my Affidavit as Exhibit 4.

9. Mr. Matthews did not respond to the letter of December 5, 2011.

10. On or about December 20, 2011, GMACM issued to Mr. Matthews a second letter, also including an application package. The letter states in part that it is the "Second Notice!" and it refers to the earlier letter of December 5, 2011. Like the earlier letter, it also listed various options for Matthews, including loan modifications, a short sale, and a deed in lieu

of foreclosure. A true and accurate copy of the letter dated December 20, 2011 is attached to my Affidavit as Exhibit 5.

11. Mr. Matthews did not respond to the letter of December 20, 2011.

12. On or about February 10, 2012, this foreclosure proceeding was filed by the Substitute Trustees appointed by GMACM.

13. On or about March 23, 2012, counsel for the Substitute Trustees filed a Final Loss Mitigation Affidavit and Request for Mediation form. A true and accurate copy of the filing is attached to my Affidavit as Exhibit 6.

14. On or about April 20, 2012, Mr. Matthews requested foreclosure mediation in the case. A true and accurate copy of the request is attached to my Affidavit as Exhibit 7.

15. On June 11, 2012, GMACM through counsel sent to Mr. Matthews's attorney another financial package for Mr. Matthews to complete and return in an effort to determine whether Mr. Matthews could qualify at that point for a loan modification. A true and accurate copy of the letter dated June 11, 2012 is attached to my Affidavit as Exhibit 8.

16. Thereafter, the foreclosure mediation took place on July 19, 2012, but the parties ultimately agreed to continue the mediation to a later date in part due to the then-recent bankruptcy filing of GMACM. The mediation was scheduled to resume on October 9, 2012.

17. Meanwhile, Mr. Matthews through his attorney submitted another loan modification request and associated documents in support, including certain documents submitted on September 19, 2012.

18. On October 8, 2012, GMACM's attorney sent a letter to Mr. Matthews's attorney informing him that Mr. Matthews did not qualify for a loan modification due to insufficient income. Counsel attached a letter from GMACM explaining the denial. In that letter, GMACM

stated further as follows: "We will continue to work with you to explore options that may be available." The letter also provided various phone numbers that Mr. Matthews could call with questions, including requests for assistance. A true and accurate copy of the letter dated October 8, 2012 is attached to my Affidavit as Exhibit 9.


19. After receiving the letter from GMACM's attorney, Mr. Matthews's attorney cancelled the foreclosure mediation that had been scheduled for the following day.

20. On October 15, 2012, GMACM's attorney sent to Mr. Matthews's attorney a letter stating in part: "Notwithstanding, I am writing to ask whether Mr. Matthews would be interested in exploring other settlement options, including, for example, a deed in lieu of foreclosure, relocation assistance, or other options that might be available." A true and accurate copy of the letter dated October 15, 2012 is attached to my Affidavit as Exhibit 10.

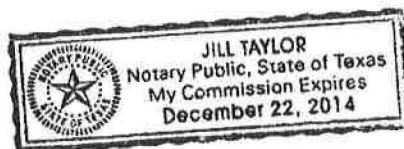
21. Neither Mr. Matthews nor his attorney has responded to GMACM's attorney's letter dated October 15, 2012.

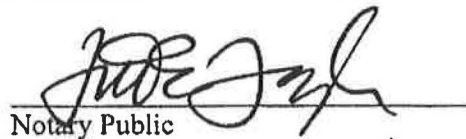
I declare under penalty of law that the foregoing is true and correct.

DATED: November 16, 2012

  
Juan Aguire

SUBSCRIBED AND SWORN TO BEFORE ME, this 16th day of November, 2012.



  
Notary Public

Printed Name: Jill Taylor

My Commission Expires: 12/22/2014

**NOTE**

**NOTICE: THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.**

February 14, 2008  
[Date]

Bel Air  
[City]

MARYLAND  
[State]

3216 East Northern Parkway  
Baltimore, MD 21214-1422  
[Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 150,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is **USAA Federal Savings Bank**

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.875 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on April 01, 2008. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on March 01, 2038, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at Attn: Payment Processing, P.O. Box 205, Waterloo, IA 50704-0205 or at a different place if required by the Note Holder

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$ 887.31

**4. BORROWER'S RIGHT TO PREPAY**

The Borrower shall have the right to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or \$100.00, whichever is less. Any Prepayment in full of the indebtedness shall be credited on the date received, and no interest may be charged thereafter. Any partial Prepayment made on other than a installment due date need not be credited until the next following installment due date or 30 days after such Prepayment whichever is earlier.

MULTISTATE FIXED RATE NOTE-Single Family  
Amended for Veterans Affairs  
US5G (0104)

VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 3

Initials: KSM

**EXHIBIT**

1

**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.000 % of my overdue payment. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**9. WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.



**10. ALLONGE TO THIS NOTE**

If an allonge providing for payment adjustments or for any other supplemental information is executed by the Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

☐ Graduated Payment Allonge

☐ Other [Specify]

☐ Other [Specify]

**11. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Regulations (38 C.F.R. Part 36) issued under the Department of Veterans Affairs ("VA") Guaranteed Loan Authority (38 U.S.C. Chapter 37) and in effect on the date of loan closing shall govern the rights, duties and liabilities of the parties to this loan and any provisions of this Note which are inconsistent with such regulations are hereby amended and supplemented to conform thereto.

**12. APPLICABLE LAW**

Lender is a federally chartered savings bank governed, in part, by the Home Owner's Loan Act of 1933 and the rules and regulations promulgated pursuant thereto (the "Act"). To the extent permitted by the Act, this Note will be governed by applicable federal law and by the interest rate and usury provisions of the state of Texas.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Kevin S Matthews (Seal)  
Kevin Jerron Matthews -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

\_\_\_\_ (Seal)  
\_\_\_\_ -Borrower

Pay to the Order of  
GMAC Mortgage, LLC  
its successors and / or assigns  
Without Recourse  
USAA Federal Savings Bank

By: Gregory R. Jaeger  
Name: Gregory R. Jaeger  
Title: V.P., Fulfillment

(Seal)  
-Borrower

**PAY TO THE ORDER OF**

**WITHOUT RECOURSE**

J. Gray (Seal)  
J. GRAY  
LIMITED SIGNING OFFICER  
GMAC MORTGAGE, LLC 11/16  
GMAC MORTGAGE CORPORATION [Sign Original Only]

DISPLAY/HISTORY

Acct: [REDACTED] Name: KEVIN JERRON MATTHEWS Type: 9 Sub: 0 Investor: 50140 Warn: 5 Lock: 0 Stop: 0  
- Dates - Paid To: 07/01/2009 Next Due: 08/01/2009 Last Pmt: 03/27/2009 Page: 1  
- Bal - Prin: 147,457.41 Esc: -11,268.40 Refresh Date: 11/16/2012  
- Uncol - LC: 0.00 P&I Adv: 0.00 Esc Sht: 0.00

FINANCIAL TRANSACTIONS:

Transaction Description	Transaction Amount	Last Paid	Post Date	Principal Paid	Interest Paid	Escrow Paid	Cr Life/Disab	Lt Chrg/Fees	Principal Bal After Tran	Escrow Bal After Tran	Unapp Funds After Tran
PAYMENT	822.31	03/08	02/21/2008			822.31			150,000.00	822.31	0.00
Curtailment	0.59	04/08	03/10/2008	0.59					149,848.48	1,098.41	0.00
PAYMENT	1161.41	04/08	03/10/2008	162.83	734.38	274.10			149,847.07	1,098.41	0.00
Curtailment	0.59	05/08	03/24/2008	0.59					149,892.20	1,370.51	0.00
PAYMENT	1161.41	05/08	03/24/2008	163.89	733.62	274.10			149,892.79	1,370.51	0.00
Non-Cash	0.00	05/08	03/25/2008						149,892.20	1,370.51	0.00
Curtailment	0.59	05/08	03/27/2008	0.59					149,892.20	1,370.51	0.00
PAYMENT	887.31	05/08	03/27/2008	153.89	733.62				149,892.79	1,370.51	0.00
Curtailment	0.59	04/08	03/27/2008	0.59					149,848.48	1,370.51	0.00
PAYMENT	2257.82	04/08	03/27/2008	152.83	734.38	1370.51			149,847.07	1,370.51	0.00
PAYMENT	-887.31	03/08	03/27/2008	-162.83	-734.38				150,000.00	0.00	0.00
Curtailment	-0.59	04/08	03/27/2008	-0.59					149,847.07	0.00	0.00
PAYMENT	-2257.82	04/08	03/27/2008	-153.89	-733.62	-1370.51			149,846.48	0.00	0.00
Curtailment	-0.59	05/08	03/27/2008	-0.59					149,892.79	1,370.51	0.00
Curtailment	0.29	08/08	08/05/2008	0.29					149,537.47	1,644.61	0.00
PAYMENT	1161.41	08/08	08/05/2008	154.44	732.87	274.10			149,537.76	1,644.61	0.00
Curtailment	0.29	07/08	07/03/2008	0.29					149,361.88	1,918.71	0.00
PAYMENT	1161.41	07/08	07/03/2008	155.20	732.11	274.10			149,362.27	1,918.71	0.00
Escrow Disb-Tax City	-1353.77	07/08	07/14/2008			-1353.77			149,361.88	564.94	0.00
Curtailment	0.29	08/08	08/01/2008	0.29					149,225.73	839.04	0.00
PAYMENT	1161.41	08/08	08/01/2008	155.96	731.35	274.10			149,226.02	839.04	0.00
Curtailment	0.29	09/08	09/02/2008	0.29					149,068.71	1,113.14	0.00
PAYMENT	1161.41	09/08	09/02/2008	156.73	730.58	274.10			149,069.00	1,113.14	0.00
Curtailment	0.29	10/08	10/01/2008	0.29					148,910.93	1,387.24	0.00
PAYMENT	1161.41	10/08	10/01/2008	157.49	728.82	274.10			148,911.22	1,387.24	0.00
Curtailment	0.29	11/08	11/06/2008	0.29					148,752.37	1,661.34	0.00
PAYMENT	1161.41	11/08	11/06/2008	158.27	728.04	274.10			148,752.66	1,661.34	0.00
Escrow Disb-Tax City	-1373.89	11/08	12/05/2008			-1373.89			148,752.37	287.45	0.00
Curtailment	0.29	12/08	12/09/2008	0.29					148,593.04	561.56	0.00
PAYMENT	1161.41	12/08	12/09/2008	159.04	728.27	274.10			148,593.33	561.55	0.00
Curtailment	0.29	01/09	01/05/2009	0.29					148,432.83	835.65	0.00
PAYMENT	1161.41	01/09	01/05/2009	159.82	727.49	274.10			148,433.22	835.65	0.00
Escrow Disb-Fire	-764.27	01/09	01/22/2009			-764.27			148,432.93	71.38	0.00
FEE	12.50	02/08	02/13/2009					12.50			
FEE	12.50	02/09	02/13/2009					12.50			
PAYMENT	120.85	02/09	02/13/2009			120.85			148,272.32	475.62	0.00
PAYMENT	1170.70	02/09	02/13/2009	160.61	726.70	283.39			148,272.32	354.77	0.00
PAYMENT	0.00	02/09	02/16/2009						148,272.32	475.62	0.00
PAYMENT	1170.70	03/09	02/17/2009	161.39	726.92	283.39			148,110.63	750.01	0.00

EXHIBIT

2

DISPLAY/HISTORY

Acct: [REDACTED] Name: KEVIN JERRON MATTHEWS Type: 3 Sub: 0 Investor: 50140 Warn: 5 Lock: 0 Stop: 0  
- Dates - Paid To: 07/01/2009 Next Due: 08/01/2009 Last Pmt: 03/27/2009 Page: 2  
- Bal - Prin: 147,457.41 Esc: -11,268.40 Refresh Date: 11/16/2012  
- Uncol - LC: 0.00 P&I Adv: 0.00 Esc Sht: 0.00

FINANCIAL TRANSACTIONS:

Transaction Description	Transaction Amount	Last Paid	Post Date	Principal Paid	Interest Paid	Escrow Paid	Cr Life/ Discab	Lt Chrg/ Fees	Principal Bal After Tran	Escrow Bal After Tran	Unapp Funds After Tran
FEE	7.50	04/09	02/18/2009					7.50			
FEE	7.50	04/09	02/18/2009					7.50			
PAYMENT	1170.70	04/09	02/18/2009	162.18	725.13	283.39			147,948.75	1,042.40	0.00
FEE	7.50	05/09	02/20/2009					7.50			
FEE	7.50	05/09	02/20/2009					7.50			
PAYMENT	1170.70	05/09	02/20/2009	162.98	724.33	283.39			147,785.77	1,325.79	0.00
FEE	7.50	05/09	02/25/2009					7.50			
Unapplied	1178.20	05/09	02/25/2009								1,178.20
PAYMENT	1178.20	05/09	02/25/2009						147,785.77	1,325.79	1,178.20
FEE	7.50	06/09	03/10/2009					7.50			
Unapplied	-7.50	06/09	03/10/2009								0.00
PAYMENT	-7.50	06/09	03/10/2009						147,621.99	1,609.18	0.00
Unapplied	-1170.70	06/09	03/10/2009								7.50
PAYMENT	0.00	06/09	03/10/2009	163.78	723.53	283.39			147,621.99	1,609.18	7.50
FEE	12.50	06/09	03/27/2009					12.50			
Unapplied	1183.20	06/09	03/27/2009								1,183.20
PAYMENT	1183.20	06/09	03/27/2009						147,621.99	1,609.18	1,183.20
Unapplied	-12.50	07/09	04/08/2009								0.00
Unapplied	-1170.70	07/09	04/08/2009								12.50
PAYMENT	0.00	07/09	04/08/2009		12.50				147,457.41	1,892.57	0.00
PAYMENT	0.00	07/09	04/08/2009	164.58	722.73	283.39			147,457.41	1,892.57	12.50
Escrow Disb-Tax City	-1411.82	07/09	07/10/2009			-1411.82			147,457.41	480.75	0.00
Escrow Disb-Tax City	-1429.24	07/09	12/09/2009			-1429.24			147,457.41	-948.49	0.00
Escrow Disb-Fire	-764.27	07/09	01/28/2010			-764.27			147,457.41	-1,712.76	0.00
FEE	168.98	07/09	02/05/2010					168.98			
FEE	450.00	07/09	05/05/2010					450.00			
PAYMENT	-1712.76	07/09	06/08/2010			-1712.76			147,457.41	-1,712.76	0.00
PAYMENT	1712.76	07/09	06/08/2010			1712.76			147,457.41	0.00	0.00
Curtailment	110163.00	07/09	06/14/2010	110163.00					37,294.41	-1,712.76	0.00
FEE	225.00	07/09	06/18/2010					225.00			
FEE	55.00	07/09	06/18/2010					55.00			
FEE	450.00	07/09	06/18/2010					450.00			
FEE	135.00	07/09	06/18/2010					135.00			
FEE	1050.00	07/09	06/18/2010					1050.00			
FEE	380.00	07/09	06/18/2010					380.00			
FEE	499.99	07/09	06/18/2010					499.99			
FEE	125.00	07/09	06/18/2010					125.00			
FEE	641.25	07/09	06/18/2010					641.25			

DISPLAY/HISTORY

Acct: [REDACTED] Name: KEVIN JERRON MATTHEWS Type: 3 Sub: 0 Investor: 50140 Warn: 5 Lock: 0 Stop: 0  
 - Dates - Paid To: 07/01/2009 Next Due: 08/01/2009 Last Pmt: 03/27/2009 Page: 3  
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FINANCIAL TRANSACTIONS:

Transaction Description	Transaction Amount	Last Paid	Post Date	Principal Paid	Interest Paid	Escrow Paid	Cr Life/ Disab	Lt Chrg/ Fees	Principal Bal After Tran	Escrow Bal After Tran	Unapp Funds After Tran
FEE	103.88	07/09	06/18/2010					103.88			
PAYMENT	-1712.76	07/09	06/18/2010			-1712.76			37,294.41	-1,712.76	0.00
PAYMENT	1712.76	07/09	06/18/2010			1712.76			37,294.41	0.00	0.00
FEE	300.01	07/09	06/29/2010					300.01			
FEE	3308.24	07/09	07/15/2010					3308.24			
FEE	2961.53	07/09	07/15/2010					2961.53			
FEE	900.00	07/09	09/17/2010					900.00			
FEE	70.00	07/09	09/22/2010					70.00			
Unapplied	-110183.00	07/09	09/22/2010								0.00
Escrow Disb-Unapplied	-110183.00	07/09	09/22/2010						147,457.41	-1,712.76	0.00
Unapplied	110183.00	07/09	09/22/2010								110,183.00
PAYMENT	110183.00	07/09	09/22/2010						147,457.41	-1,712.76	110,183.00
PAYMENT	-110183.00	07/09	09/22/2010	-110183.00					147,457.41	-1,712.76	0.00
Escrow Disb-Tax City	-1512.20	07/09	01/26/2011			-1512.20			147,457.41	-3,224.96	0.00
FEE	2287.66	07/09	02/16/2011					2287.66			
FEE	300.01	07/09	02/16/2011					300.01			
FEE	225.00	07/09	02/16/2011					225.00			
FEE	55.00	07/09	02/16/2011					55.00			
FEE	450.00	07/09	02/16/2011					450.00			
FEE	135.00	07/09	02/16/2011					135.00			
FEE	1050.00	07/09	02/16/2011					1050.00			
FEE	380.00	07/09	02/16/2011					380.00			
FEE	498.99	07/09	02/16/2011					498.99			
FEE	125.00	07/09	02/16/2011					125.00			
FEE	641.25	07/09	02/16/2011					641.25			
FEE	103.88	07/09	02/16/2011					103.88			
FEE	450.00	07/09	02/16/2011					450.00			
FEE	186.98	07/09	02/16/2011					186.98			
Non-Cash	0.00	07/09	03/08/2011						147,457.41	-3,224.96	0.00
PAYMENT	-3224.96	07/09	03/28/2011			-3224.96			147,457.41	-3,224.96	0.00
PAYMENT	3224.96	07/09	03/28/2011			3224.96			147,457.41	0.00	0.00
FEE	70.00	07/09	04/29/2011					70.00			
FEE	900.00	07/09	04/29/2011					900.00			
FEE	3308.24	07/09	04/29/2011					3308.24			
FEE	673.87	07/09	04/29/2011					673.87			
FEE	-4952.11	07/09	04/29/2011					-4952.11			
Escrow Disb-Fire	-871.00	07/09	06/03/2011			-871.00			147,457.41	-4,095.96	0.00
Escrow Disb-Tax City	-1523.06	07/09	07/07/2011			-1523.06			147,457.41	-5,619.02	0.00

DISPLAY/HISTORY

Acct: [REDACTED] Name: KEVIN JERRON MATTHEWS Type: 3 Sub: 0 Investor: 50140 Warn: 5 Lock: 0 Stop: 0  
 - Dates - Paid To: 07/01/2009 Next Due: 08/01/2009 Last Pmt: 03/27/2009 Page: 4  
 - Bal - Prin: 147,457.41 Esc: -11,268.40 Refresh Date: 11/16/2012  
 - Uncol - LC: 0.00 P&I Adv: 0.00 Esc Sht: 0.00

FINANCIAL TRANSACTIONS:

Transaction Description	Transaction Amount	Last Paid	Post Date	Principal Paid	Interest Paid	Escrow Paid	Or Life/ Disab	Lt Chrg/ Fees	Principal Bal After Tran	Escrow Bal After Tran	Unapp Funds After Tran
PAYMENT	-5619.02	07/09	11/28/2011			-5619.02			147,457.41	-5,619.02	0.00
PAYMENT	5619.02	07/09	11/28/2011			5619.02			147,457.41	0.00	0.00
Escrow Disb-Tax City	-1532.96	07/09	12/07/2011			-1532.96			147,457.41	-7,151.96	0.00
Escrow Disb-Fire	-1133.00	07/09	02/09/2012			-1133.00			147,457.41	-8,284.96	0.00
FEE	60.00	07/09	03/13/2012					60.00			
FEE	225.00	07/09	03/13/2012					225.00			
FEE	54.00	07/09	03/13/2012					54.00			
FEE	60.00	07/09	03/13/2012					60.00			
FEE	160.00	07/09	03/13/2012					160.00			
FEE	57.95	07/09	03/13/2012					57.95			
FEE	780.00	07/09	03/13/2012					780.00			
FEE	455.00	07/09	03/13/2012					455.00			
Escrow Disb-Tax City	-1509.69	07/09	07/12/2012			-1509.69			147,457.41	-8,764.67	0.00
FEE	-1049.79	07/09	09/19/2012					-1049.79			
PAYMENT	-1473.73	07/09	09/19/2012			-1473.73			147,457.41	-11,268.40	0.00

Identifier: [REDACTED]

Doc Type:LSMIT



3/11/2011

KEVIN JERRON MATTHEWS  
PO BOX 3660  
BALTIMORE MD 21214-0660

Re: Account Number [REDACTED]

3216 EAST NORTHERN PARKWAY  
BALTIMORE MD 21214-1422

Dear KEVIN JERRON MATTHEWS

**Congratulations! Your request for a loan modification has been approved subject to the following:**

- Receipt of your contribution in the form of certified funds
- Receipt of the signed and (if applicable) notarized and/or witnessed loan modification agreement and any attachments
- Receipt of clear title, if applicable

Highlights of the enclosed Loan Modification Agreement and instructions for completing and returning it are as follows:

- The contribution amount of \$ .00 in the form of certified funds, is due in our office by March 18, 2011.
- The interest rate is 4.75000%.
- The first modified payment begins May 1, 2011.
- **Modified payment amount**

Principal and Interest	\$ 894.02
Escrow	\$ 320.47
<b>Total Payment</b>	<b>\$1,214.49</b>
- If the Modification Agreement has notary provisions at the end:
  - Do NOT sign the enclosed Loan Modification Agreement unless you are in the presence of a notary.
  - This document must be signed in the presence of a notary and (if applicable) other witnesses.
- If executing an ink signature (paper), all of the documents must be executed and the signatures must be exactly as the names are typed. The signed and (if applicable) notarized Loan Modification Agreement should be returned using the enclosed pre-paid overnight envelope.
- If any modification closing costs are more than projected, the difference will be assessed to the account.
- All miscellaneous fees and costs – excluding late charges – may not have been included in the loan modification and will remain outstanding.
- For loans with mortgage insurance, the mortgage insurance premium may be subject to change following permanent modification. Any change would be proportionate to the modified loan amount, including any deferred balance, and would be reflected in a future escrow analysis following permanent modification.

EXHIBIT

3

Identifier: [REDACTED]

Doc Type:LSMUT

The contribution and executed loan modification documents are due back by March 18, 2011. Please return to:

USAA Federal Savings Bank  
3700 J Street SW  
Suite 222  
Cedar Rapids, IA 52404

**IMPORTANT!** The loan modification will not be complete until we receive all properly executed documents and the contribution amount. If the modification is not completed we will continue to enforce our lien. If the conditions outlined above are not satisfied the modification will be withdrawn.

If you have any questions regarding this modification offer, please contact a modification specialist directly at 1-800-799-9250 Monday – Thursday 8:00 AM to 7:00 PM, Friday 8:00 AM to 5:00 PM, Central Time.

Loan Modification Specialist  
Enclosures

**NOTICE:** Federal law requires that we advise you that this notice is from a debt collector attempting to collect on a debt and any information obtained will be used for that purpose.

If you are currently involved in a bankruptcy proceeding or if you have been discharged of your personal liability for the repayment of this debt, this notice is being provided for informational purposes only, it is not an attempt to hold you personally responsible for the debt and any rights we may choose to pursue will be exercised against the property only.

Identifier [REDACTED]

Doc Type:LSMIT

Record & Return To:  
USAA Federal Savings Bank  
Attention: Loss Mitigation  
3451 Hammond Avenue  
Waterloo, IA 50702  
Investor Number [REDACTED]  
Custodian ID: A1

[Space Above This Line For Recorder's Use]

## NON-HAMP LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") made this April 1, 2011 ("Effective Date") between KEVIN JERRON MATTHEWS ("Borrower") and USAA Federal Savings Bank, Lender/Service or Agent for Lender/Service, Mortgage Electronic Registration Systems, Inc. (Mortgagee) amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated February 14, 2008 and granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for Lender/Service or Agent for Lender/Service), P.O. Box 2026, Flint, Michigan 48501-2026, (888) 679-MERS, and if applicable, recorded with Instrument Number in Book and/or Page Number of the real property records of BALTIMORE - CITY County, MD and (2) that certain promissory note ("Note") dated February 14, 2008 in the original principal sum of One Hundred Fifty Thousand Dollars and No Cents (\$ 150,000.00) executed by Borrower. Said Security Instrument covers the real and personal property described in such Security Instrument (the "Property") located at 3216 EAST NORTHERN PARKWAY BALTIMORE MD 21214-1422, which real property is more particularly described as follows:

( Legal Description if Applicable for Recording Only )

Borrower acknowledges that "Lender" is the legal holder and the owner, or agent/service for the legal holder and owner, of the Note and Security Instrument and further acknowledges that if "Lender" transfers the Note, as amended by this Agreement, the transferee shall be the "Lender" as defined in this Agreement



Identifier: [REDACTED]

Doc Type:LSMIT

Borrower has requested, and Lender has agreed, to extend or rearrange the time and manner of payment of the Note and to extend and carry forward the lien(s) on the Property whether or not created by the Security Instrument.

Now, therefore, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. Borrower acknowledges that as of the Effective Date, the amount payable under the Note and Security Instrument (New Principal Balance) is One Hundred Seventy One Thousand Three Hundred Eighty Three Dollars and Eighty Two Cents (\$ 171,383.82).
2. The Maturity Date is April 1, 2041.
3. Borrower hereby renews and extends such indebtedness and promises to pay jointly and severally to the order of Lender the Principal Balance, consisting of the amount(s) loaned to Borrower by Lender and any accrued but unpaid interest capitalized to date as applicable, along with any other amounts that may come due under the terms of the original Note and Security Instrument
4. Interest will be charged on the unpaid, non-deferred, "New Principal Balance" until the non-deferred principal has been paid in full. Borrower promises to pay interest at the rate of 4.75000% from April 1, 2011 until I payoff my loan at the time when I sell or transfer any interest in my home, refinance the loan, or when the last scheduled payment is due. The rate of interest I pay will change based upon Payment Schedule below.
5. Borrower promises to make monthly principal and interest payments of \$894.02, beginning on May 1, 2011, and continuing thereafter on the same day of each succeeding month, until all principal and interest is paid in full.
6. If on April 1, 2041 (the "Maturity Date"), Borrower still owes any amounts under the Note and Security Instrument, including any "Deferred Principal Balance " as provided for in this Agreement, Borrower will pay these amounts in full on that date. Borrower will make such payments at 3451 Hammond Avenue, Waterloo, Iowa, 50702 or at such other place as Lender may require. The amounts indicated in this paragraph do not include any required escrow payments for items such as hazard insurance or property taxes; if such escrow payments are required the monthly payments will be higher and may change as the amounts required for escrow items change.
7. If "Lender" has not received the full amount of any monthly payment within the grace period provided for in the original Note or as otherwise provided for by law, Borrower will pay a late payment fee to "Lender" in an amount calculated based on the late charge percentage provided for in the original Note, or as otherwise provided for by law, and the monthly payment required under this Agreement, with a maximum as provided for in the Note, or otherwise provided by law. Borrower will pay this late charge promptly but only once on each late payment. The late charge is not in lieu of any other remedy of Lender, including any default remedy.

Identifier: [REDACTED]

Doc Type:LSMT

8. It is the intention of the parties that all liens and security interests described in the Security Instrument are hereby renewed and extended (if the Maturity Date of the original Note has been changed) until the indebtedness evidenced by the Note and this Agreement has been fully paid. Lender and Borrower acknowledge and agree that such renewal, amendment, modification, rearrangement or extension (if applicable) shall in no manner affect or impair the Note or liens and security interests securing same, the purpose of this Agreement being simply to modify, amend rearrange or extend (if applicable) the time and the manner of payment of the Note and indebtedness evidenced thereby, and to carry forward all liens and security interests securing the Note, which are expressly acknowledged by Borrower to be valid and subsisting, and in full force and effect so as to fully secure the payment of the Note.
9. If all or any part of the Property or any interest in it is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower. For purposes of this paragraph, "interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is transfer of title by Borrower at a future date to a purchaser.
10. As amended hereby, the provisions of the Note and Security Instrument shall continue in full force and effect, and the Borrower acknowledges and reaffirms Borrower's liability to Lender thereunder. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instrument, this Agreement shall govern. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement, including but not limited to, in the case of the Borrower, the obligation to pay items such as taxes, insurance premiums or escrow items, as applicable. Any default by Borrower in the performance of its obligations herein contained shall constitute a default under the Note and Security Instrument, and shall allow Lender to exercise all of its remedies set forth in said Security Instrument.
11. Lender does not, by its execution of this Agreement, waive any rights it may have against any person not a party hereto. This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same Agreement.
12. By signing, I acknowledge that I have received the "Notice of Special Flood Hazard and Availability of Federal Disaster Relief Assistance" if my property is located in a Special Flood Hazard Area. I further acknowledge that I have received this notice in sufficient time to have the opportunity to become aware of my responsibilities under the National Flood Insurance Program and to purchase adequate flood insurance prior to the completion of this loan modification.

Identifier: [REDACTED]

Doc Type:LSMIT

EACH OF THE BORROWER AND THE LENDER ACKNOWLEDGE THAT NO REPRESENTATIONS, AGREEMENTS OR PROMISES WERE MADE BY THE OTHER PARTY OR ANY OF ITS REPRESENTATIVES OTHER THAN THOSE REPRESENTATIONS, AGREEMENTS OR PROMISES SPECIFICALLY CONTAINED HEREIN. THIS AGREEMENT, AND THE NOTE AND SECURITY INSTRUMENT (AS AMENDED HEREBY) SETS FORTH THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES.

Executed effective as of the day and year first above written.

Date

KEVIN JERRON MATTHEWS

Date

Date

Date

Identifier: [REDACTED]

Doc Type:LSMT

**BORROWER ACKNOWLEDGMENT**

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_, before me \_\_\_\_\_, personally appeared KEVIN  
JERRON MATTHEWS, personally known to me (or proved to me on the basis of satisfactory evidence) to be  
the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Identifier: [REDACTED]

Doc Type:LSMIT

Mortgage Electronic Registration Systems, Inc as nominee for Lender

Date: \_\_\_\_\_

**LENDER ACKNOWLEDGMENT**

State of IOWA  
County of

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said county and state, personally appeared \_\_\_\_\_, personally known to me or identified to my satisfaction to be the person who executed the within instrument as Authorized Officer of Mortgage Electronic Registration Systems, Inc as nominee for Lender and they duly acknowledged that said instrument is the act and deed of said entity, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Identifier: [REDACTED] Doc Type: SCORR

USAA  
PO Box 205  
Waterloo, IA 50704-0205

00856

KEVIN JERRON MATTHEWS  
C/O CIVIL JUSTICE INC  
520 W FAYETTE STREET, ST. 410  
BALTIMORE MD 21201

Property Address:

3216 EAST NORTHERN PARKWAY  
BALTIMORE MD 21214

Dear KEVIN JERRON MATTHEWS:

We understand how difficult it may be to ask for help when you need it the most.

The best way to find out what options are available is to help us understand your financial situation by completing the attached application package, including all the required documentation. Upon receipt of the documentation we will assign a relationship manager to assist you throughout the process.

As an alternative, if you are experiencing any difficulty completing the full package you may complete this form by checking all of the appropriate boxes to the right. This will help us identify potential programs available to meet your needs. Once we have received this information, we will assign a Relationship Manager to personally help you through this process.

Once your relationship manager is assigned they will stay with you throughout the process and assist with all documentation needs as well as explain every step of the process.

We look forward to working through this with you.

Thank you.

Loan Servicing

Account Number [REDACTED]

Please check the box that best describes your situation.

I want to:

Keep the property ☐  
Sell the property ☐

This home is:

Where I live ☐  
Second Home ☐  
Investment Property ☐

I, or a member of my family is or has been on active duty with our military. You may be eligible for benefits and protection under the Servicemembers Civil Relief Act (SCRA).

I need help because I have/am...

A loss of income ☐  
Increase in expenses ☐  
Can't sell/rent my home ☐  
Marital problems ☐  
Unemployed ☐  
Incarceration ☐  
Damage to the home due to hurricane, flood, earthquake, etc ☐  
Death or illness of family member ☐  
Other ☐

Fax this letter with your documentation attached to 1-866-355-6034, -or- Mail to: Loss Mitigation, 233 Gibraltar Rd., Suite 600, Horsham PA 19044

What is the best number/time to reach you? ( ) \_\_\_\_\_

EXHIBIT

tabler

4

Identifier: [REDACTED]

Doc Type: SCORR

**Consider all options.** We will explore all options to help you keep your home. If you do not wish to stay in your home, we can help make your transition to a new home easier. Following is a brief description of available options:

- **Repayment Plan:** If you have experienced a temporary loss of income or increase in expenses but can now afford to make higher payments, we may be able to develop a repayment plan.
- **HAMP Modification:** This is an important Federal Program designed to assist you in obtaining an affordable mortgage payment. We will review your monthly income and housing costs – including any past due payments – and determine an affordable mortgage payment.
- **Other Loan Modifications:** If you are not able to make higher monthly payments but can still afford your current mortgage payment, we may be able to modify your loan.
- **Short Sale:** If the value of your home has declined, you may be able to sell it for less than the full amount due and eliminate your mortgage.
- **Deed in Lieu of Foreclosure:** If you have tried to sell your property for 90 days, you may be able to voluntarily return the deed to USAA to satisfy your debt and avoid foreclosure.

**Notice Regarding Foreclosure Scams:**

- There is never a fee to participate in or learn more about our Modification Programs. To locate a HUD-approved counselor, visit: <http://www.hud.gov/offices/hsg/sih/hcc/fc/>
- Beware of any person or organization that asks you to pay a fee in exchange for housing counseling services or modification of a delinquent loan.
- Beware of anyone who says they can "save" your home if you sign or transfer over the deed to your house. Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt.
- Never make your mortgage payments to anyone other than your mortgage company without their approval.

**Please Note:**

Documentation must be received 7 days prior to the scheduled foreclosure sale date. If your property is in the state of Florida, a complete package must be received 30 business days prior to the scheduled foreclosure sale date.



Identifier: [REDACTED]

Doc Type: SCORR



**Home Affordable Modification Program (HAMP):  
IMPORTANT REQUIREMENTS**

**Step 1.**

**Financial Package:** (complete and return the entire financial package to apply for assistance)

- |   |   |
|---|---|
| ✓ Financial Analysis Form<br>(including Hardship Affidavit) | ✓ Most recent <u>signed</u> tax return or <u>evidence<br/>of electronic signature</u> |
| ✓ Dodd Frank Certification                                  | ✓ Proof of Income Documentation   |
| ✓ Acknowledgement and<br>Agreement                          | ✓ Proof of Occupancy Documentation  |
| ✓ IRS Form 4506T-EZ   | ✓ Proof of Homeowners or Condo<br>Association Dues                                    |

**Step 2.**

**Trial Workout:** (sometimes known as a temporary repayment plan)

- ✓ Make specified trial payments per the plan or your loan may not be modified
- ✓ Signed flood certification document (if required)

**Step 3.**

**Permanent Modification:** (once you have successfully completed steps 1 and 2, you will be reviewed for a permanent modification)

- ✓ If approved, you will receive the permanent modification document
- ✓ Sign, notarize (only if required) and return entire modification agreement within 7 days of receipt

**If you fail to comply with any of these steps; your modification request will be canceled and you will not be eligible for consideration under HAMP in the future.**



Identifier [REDACTED]

Doc Type: SCORR

USAA  
PO Box 205  
Waterloo, IA 50704-0205

December 20, 2011

00625

KEVIN JERRON MATTHEWS  
C/O CIVIL JUSTICE INC  
520 W FAYETTE STREET, ST. 410  
BALTIMORE MD 21201

Dear KEVIN JERRON MATTHEWS:

We understand how difficult it may be to ask for help when you need it the most.

The best way to find out what options are available is to help us understand your financial situation by completing the attached application package, including all the required documentation. Upon receipt of the documentation we will assign a relationship manager to assist you throughout the process.

As an alternative, if you are experiencing any difficulty completing the full package you may complete this form by checking all of the appropriate boxes to the right. This will help us identify potential programs available to meet your needs. Once we have received this information, we will assign a Relationship Manager to personally help you through this process.

Once your relationship manager is assigned they will stay with you throughout the process and assist with all documentation needs as well as explain every step of the process.

We look forward to working through this with you.

Thank you.

Loan Servicing

**Second Notice!**

*You were previously provided information regarding the financial analysis forms on December 05, 2011. Please be advised you have until January 04, 2012 to return all required documentation.*

Property Address:

3216 EAST NORTHERN PARKWAY  
BALTIMORE MD 21214

Account Number [REDACTED]

Please check the box that best describes your situation.

I want to:

Keep the property ☐

Sell the property ☐

This home is:

Where I live ☐

Second Home ☐

Investment Property ☐

I, or a member of my family is or has been on active duty with our military ☐

You may be eligible for benefits and protection under the Servicemembers Civil Relief Act (SCRA)

I need help because I have/am...

A loss of income ☐

Increase in expenses ☐

Can't sell/rent my home ☐

Marital problems ☐

Unemployed ☐

Incarceration ☐

Damage to the home due to

hurricane, flood, earthquake, etc ☐

Death or illness of family member ☐

Other ☐

Fax this letter with your documentation attached to 1-866-355-6034, -or- Mail to: Loss Mitigation, 233 Gibraltar Rd., Suite 600, Horsham PA 19044

What is the best number/time to reach you? ( ) \_\_\_\_\_

EXHIBIT

5

Identifier: [REDACTED]

Doc Type: SCORR

**Consider all options.** We will explore all options to help you keep your home. If you do not wish to stay in your home, we can help make your transition to a new home easier. Following is a brief description of available options:

- **Repayment Plan:** If you have experienced a temporary loss of income or increase in expenses but can now afford to make higher payments, we may be able to develop a repayment plan.
- **HAMP Modification:** This is an important Federal Program designed to assist you in obtaining an affordable mortgage payment. We will review your monthly income and housing costs – including any past due payments – and determine an affordable mortgage payment.
- **Other Loan Modifications:** If you are not able to make higher monthly payments but can still afford your current mortgage payment, we may be able to modify your loan.
- **Short Sale:** If the value of your home has declined, you may be able to sell it for less than the full amount due and eliminate your mortgage.
- **Deed in Lieu of Foreclosure:** If you have tried to sell your property for 90 days, you may be able to voluntarily return the deed to USAA to satisfy your debt and avoid foreclosure.

**Notice Regarding Foreclosure Scams:**

- There is never a fee to participate in or learn more about our Modification Programs. To locate a HUD-approved counselor, visit: <http://www.hud.gov/offices/hsg/sfh/hcc/fcl/>
- Beware of any person or organization that asks you to pay a fee in exchange for housing counseling services or modification of a delinquent loan.
- Beware of anyone who says they can "save" your home if you sign or transfer over the deed to your house. Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt.
- Never make your mortgage payments to anyone other than your mortgage company without their approval.

**Please Note:**

Documentation must be received 7 days prior to the scheduled foreclosure sale date. If your property is in the state of Florida, a complete package must be received 30 business days prior to the scheduled foreclosure sale date.

This is an attempt to collect a debt and any information obtained will be used for that purpose

IN THE CIRCUIT COURT FOR BALTIMORE CITY, MARYLAND

Laura H. G. O'Sullivan, et al. Substitute Trustees  
Plaintiffs

vs.

Civil No. 24O12000286

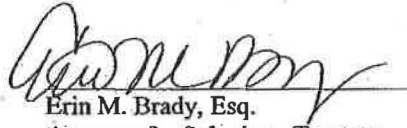
Kevin Jerron Matthews Defendant(s)

LINE TO FILE FORECLOSURE DOCUMENTS

Madam Clerk:

Enclosed please find the following documents:

Final Loss Mitigation Affidavit and Request for Mediation form

  
Erin M. Brady, Esq.  
Attorney for Substitute Trustees  
312 Marshall Avenue, Suite 800  
Laurel, MD 20707  
301-490-3361

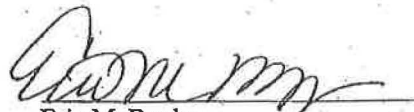
Certificate of Service

I hereby certify that a copy of the foregoing documents submitted to the court were mailed, first class, postage prepaid and certified mail, return receipt, this 22 day of Mar, 2012 to:

Kevin Jerron Matthews  
C/o Civil Justice Inc  
520 W. Fayette Street St. 410  
Baltimore, MD 21201

Kevin Jerron Matthews  
P O BOX 3660  
Baltimore, MD 21214

Kevin Jerron Matthews  
3216 East Northern Parkway  
Baltimore, MD 21214

  
Erin M. Brady

2011-17613



## **REQUEST FOR FORECLOSURE MEDIATION**

### **(Instructions)**

**Name(s) of Homeowner: Kevin Jerron Matthews**

**Property Address: 3216 East Northern Parkway, Baltimore, Maryland 21214**

#### **What is foreclosure mediation?**

Foreclosure mediation is a process that brings together a homeowner in foreclosure, a person representing the mortgage company who is able to act on their behalf, and a neutral third party judge. The goal of foreclosure mediation is to have a face-to-face meeting to discuss options to avoid foreclosure. There may be a number of options available at foreclosure mediation, however, some loss mitigation programs do have specific qualification standards for the homeowner. Making a request for foreclosure mediation does not guarantee that you will receive a loan modification or other relief.

#### **ATTENTION HOMEOWNER:**

**\*\*\* YOU HAVE ONLY 25 DAYS TO RESPOND \*\*\***

Complete the attached form to request a face-to-face meeting with your mortgage company to discuss options to avoid foreclosure. You only have 25 days to send your original signed request to the circuit court in the addressed envelope provided.

If you need help filling out this form:

**PLEASE CONTACT THE MD HOPE HOTLINE AT  
877-462-7555 OR VISIT WWW.MDHOPE.ORG TO FIND A  
HOUSING COUNSELOR OR FREE LEGAL SERVICE NEAR YOU**

#### **Checklist:**

- Carefully read the entire request for foreclosure mediation application.
- **Application (on next page)** – Initial each statement to confirm that you have read and understand each statement, then sign and date. Check the “Yes” box if you would like a Department of Housing and Community Development representative or a housing counselor to contact you. Sign and date the Certificate of Service.
- Make two copies of the completed document.
- Send the original signed document to the circuit court in the addressed envelope included along with the \$50 filing fee. **DO NOT SEND CASH.** Make the check or money order payable to “Clerk of the Circuit Court.” Consider sending your request for foreclosure mediation and payment by certified mail or return receipt requested mail.
- Send one copy of the completed form to the foreclosure attorney representing your mortgage company in the addressed envelope provided.
- Keep the second copy for your records.

Kevin Jerron Matthews  
3216 East Northern Parkway  
2011-17613

Page 1 of 3

## **REQUEST FOR FORECLOSURE MEDIATION**

### **(Application)**

**Circuit Court: Baltimore City**

**Case No.: 24O12000286**

**Name and Address of the Secured Party  
or Representative of Secured Party:** \_\_\_\_\_

**Name and Address of the Borrower(s):**

Kevin Jerron Matthews

C/o Civil Justice Inc

520 W. Fayette Street St. 410

Baltimore, MD 21201

Kevin Jerron Matthews

P O BOX 3660

Baltimore, MD 21214

Kevin Jerron Matthews

3216 East Northern Parkway

Baltimore, MD 21214

**Initial each item below to acknowledge that you have read and understand each statement.**

If you do not understand the information, please contact the MD Hope Hotline at 877-462-7555  
or visit [www.mdhope.org](http://www.mdhope.org) to find a housing counselor or free legal service near you.

\_\_\_\_ I am requesting foreclosure mediation to see if I qualify for a loan modification or other  
alternative to a foreclosure sale of my home.

\_\_\_\_ I have enclosed my \$50 fee for filing this Request for Foreclosure Mediation. (Make checks payable  
to the "Clerk of the Circuit Court." **DO NOT SEND CASH.**)

**NOTE:** If you qualify for free legal services under the Maryland Legal Services  
Guidelines, you may request a waiver of your foreclosure mediation fee. You must  
submit a completed Request for Waiver of Filing Fee for Foreclosure Mediation form  
(available at <http://mdcourts.gov/courtforms/circuit/cc080.pdf>) together with this request  
for foreclosure mediation.

\_\_\_\_\_  
Signature of Homeowner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**I would like to be contacted by a Department of Housing and Community  
Development representative or a housing counselor: YES NO**

If so, please provide your preferred contact information: \_\_\_\_\_

Kevin Jerron Matthews  
3216 East Northern Parkway  
2011-17613

### **CERTIFICATE OF SERVICE**

I certify that I have sent a copy of this Request for Foreclosure Mediation to the Clerk of the Circuit Court and to the secured party, or the representative of the secured party, by regular U.S. mail, postage pre-paid, at the address listed at the top of this form. I have served the party that brought this foreclosure action by sending this Request for Foreclosure Mediation by regular U.S. mail, postage pre-paid, to its foreclosure attorney in (or at the address on) the addressed envelope provided with this form.

\_\_\_\_\_  
Signature of Homeowner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name



**FINAL LOSS MITIGATION AFFIDAVIT**

Case Number:

240 12000286

Date of Filing with Court:

Property Owner(s):

Kevin Jerron Matthews

Property Address:

3216 East Northern Parkway, Baltimore, Maryland 21214

My name is Anna Beck. I am authorized to act on behalf of secured party who is the holder of the beneficial interest in the mortgage or deed of trust which is secured by property at the address listed above. The information in this affidavit is derived from records of the secured party that were made at or near the time of the occurrence of the matters set forth below by, or from information transmitted by, a person with knowledge of those matters. These records were produced and/or maintained in the course of the regularly conducted activity of the secured party as a regular practice of the secured party, and I state the following:

The secured party conducted a loss mitigation analysis ☒ YES ☐ NO  
(Check which applies)

If the secured party conducted a loss mitigation affidavit analysis, describe all loss mitigation programs evaluated, and describe why the borrower(s) did not qualify for each loss mitigation program. If the secured party did not conduct a loss mitigation analysis, describe all reasons why a loss mitigation analysis was not conducted, and describe why the borrower(s) did not qualify for a loss mitigation program:

see attached timeline

I solemnly affirm under the penalties of perjury and upon personal knowledge based on review of the records described herein or attached hereto that the contents of this affidavit are true.

By:

Anna Beck

Signature

3-1-12

Date

GMAC Mortgage, LLC

Name:

Anna Beck

Title:

Analyst

**LOAN#** [REDACTED]

- 12-29-09 Workout package requested to be sent
- 3-12-10 Workout package requested to be sent
- 3-01-11 Workout package received
- 3-08-11 Traditional modification approved
- 4-04-11 Traditional modification denied due to borrower failed to return signed/executed documents
- 12-05-11 Workout package requested to be sent
- 12-22-11 Certified HMP solicitation sent



**IN THE CIRCUIT COURT FOR BALTIMORE CITY, MARYLAND**

**LAURA H.G. O'SULLIVAN, et al.**

Plaintiffs

v.

Case No. 24O12000286

**KEVIN J. MATTHEWS**

Defendant

**KEVIN J. MATTHEWS**

Counter Plaintiff

v.

**GMAC MORTGAGE LLC, et al.**

Counter Defendants

**REQUEST FOR FORECLOSURE MEDIATION**

Counter Plaintiff/Defendant Kevin J. Matthews, by his undersigned counsel, does hereby request foreclosure mediation to see if he qualifies for a loan modification or other alternative to a foreclosure sale of his home and says further:

1. In support of this request a check in the sum of \$50 for filing this Request for Foreclosure mediation is attached hereto (made payable to the Clerk of the Circuit Court).
2. Because the Plaintiffs and the predecessors in interest and their privies have misrepresented the purported secured party of the Counter Plaintiff/Defendant's mortgage loan subject to this action, Counter Plaintiff/Defendant is not able to identify the actual name and address of



the true and accurate secured party of his loan.

3. Counter Plaintiff/Defendant Kevin J. Matthews does not request at this time any contact by a Department of Housing and Community Development representative or a housing counselor.
4. Although required to send the Final Loss Mitigation Affidavit to the undersigned counsel of record for the Counter Plaintiff/Defendant Kevin J. Matthews pursuant to Rule 1-321(a), the Counter Plaintiff/Defendant would note that as demonstrated on the certificate of service filed by the Plaintiffs no such service was performed by the Plaintiffs. In addition it appears the Plaintiffs did not send a copy to any other the named Counter Defendants in this action as well.

WHEREFORE, Counter Plaintiff/Defendant Kevin J. Matthews does hereby request that his Request for Foreclosure Mediation be granted and the foreclosure matter be referred to the Office of Administrative Hearings pursuant to Md. Code Ann., Real Prop. § 7-105.1.

Respectfully Submitted,



Phillip R. Robinson  
Scott Borison  
Legg Law Firm LLC  
5500 Buckeystown Pike  
Frederick, MD 21703  
(301) 620-1016

Attorneys for Counter Plaintiff/Defendant

**CERTIFICATE OF SERVICE**

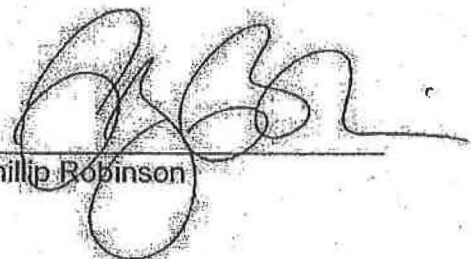
I hereby certify and give notice that a copy of the foregoing Request for Mediation to the Clerk of the Circuit Court of Baltimore City, Maryland, was sent by regular U.S. mail, postage pre-paid, was sent on this day the 20<sup>th</sup> of April 2012 to the following parties in this action:

Erin M. Brady, Esq.  
312 Marshall Avenue, Suite 800  
Laurel, MD 20707  
*Attorney for the Plaintiffs/Substitute Trustees*

Carrie Ward  
4520 East West Highway, Suite 200  
Bethesda, MD 20814  
*Counter Defendant*

GMAC Mortgage LLC  
MAILED TO:  
CSC-Lawyers Incorporating Service Company, Resident Agent  
7 St. Paul Street, Suite 1660  
Baltimore, MD 21202  
*Counter Defendant*

Jeffrey Stephan  
42 Lenape Drive  
Sellersville, PA 18960-1568  
*Counter Defendant*

  
Phillip Robinson



Eric A. Frechtel

Direct Dial: 202-719-8249  
Direct Fax: 202-719-8349  
efrechtel@babc.com

June 11, 2012

**VIA E-MAIL AND FIRST-CLASS MAIL**

Phillip R. Robinson, Esquire  
Legg Law Firm, LLC  
5500 Buckeystown Pike  
Frederick, MD 21703

Re: *Matthews v. GMAC Mortgage, LLC, et al.*; Circuit Court for Baltimore City,  
Maryland, Case No. 24-O-12-000286 FC

Dear Mr. Robinson:

It is my understanding that Mr. Matthews continues to live in the home that is the subject of the referenced foreclosure litigation. If this is not the case, please advise. Assuming my understanding is correct, GMAC Mortgage, LLC wishes to exhaust every effort to give your client a loan modification. Accordingly, attached hereto is a financial package for your client to complete and return for my client's review in order to determine whether Mr. Matthews qualifies for a loan modification. This gesture is made without prejudice to our position that the foreclosure proceeding is proper. Indeed, as you may know, my client has undertaken loss mitigation efforts previously, but your client has been unresponsive. In any event, we look forward to your response and to receipt of the completed package. Please let me know if you have any questions or wish to discuss.

Sincerely yours,

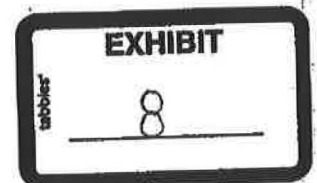
A handwritten signature in black ink, appearing to read 'Eric A. Frechtel'.

Eric A. Frechtel

Enclosure

cc: GMAC Mortgage, LLC

5/24009.1



Dear Homeowner:

We understand how difficult it may be to ask for help when you need it the most. We want you to know that we are here to help you.

The best way to find out what options are available is to help us understand your financial situation by completing the attached application package, including all the required documentation and returning it to us within 15 days.

If for any reason you experience difficulty completing the entire application package, as an alternative, you may simply complete this form by checking all of the appropriate boxes to the right or call us for assistance. This will help us assist you with identifying potential programs available to meet your needs.

Once we have received this information from you, we will assign a Relationship Manager to personally help you through this process. Once your Relationship Manager is assigned, they will stay with you throughout the process and assist with anything you may need.

Please do not delay in returning this information. We look forward to working with you.

Thank you.

Loan Servicing

Please check the box(es) that best describe your situation:	
<b>I want to:</b>	
<input type="checkbox"/> Keep the Property	<input type="checkbox"/> Not Keep the Property
<b>This home is:</b>	
<input type="checkbox"/> Where I live	<input type="checkbox"/> Second Home
<input type="checkbox"/> Investment (Rental) Property	
<b>Military Service Members:</b>	
<input type="checkbox"/> Check here if you or a member of your family is or has been on active duty with the military. *You may be eligible for benefits and protection under the Servicemembers Civil Relief Act (SCRA)	
<b>I need help because I have/am:</b>	
<input type="checkbox"/> A loss of income	<input type="checkbox"/> Increase in expenses
<input type="checkbox"/> Can't sell my home	<input type="checkbox"/> Can't rent my home
<input type="checkbox"/> Marital problems	<input type="checkbox"/> Damage to the home due to hurricane, flood, earthquake, etc.
<input type="checkbox"/> Unemployed	<input type="checkbox"/> Incarceration
<input type="checkbox"/> Death of family member	<input type="checkbox"/> Illness of family member
<input type="checkbox"/> Other	

Fax this letter with your documentation attached to 1-866-709-4744, or Mail to: Loss Mitigation, 233 Gibraltar Rd., Suite 600, Horsham, PA 19044

What is the best phone number to reach you? ( ) \_\_\_\_\_

What is the best time to reach you? \_\_\_\_\_ am/pm Time Zone \_\_\_\_\_

☐ Check here if your primary language is Spanish. This information will be utilized to attempt to assign you a Spanish-speaking Relationship Manager when available, after your documentation is received. *Marque aquí, si su lengua principal es el Español. Esta información será utilizada para tratar de asignar un Gerente de Relaciones que hable Español cuando esté disponible, después de que su documentación haya sido recibida. Si necesita ayuda para completar esta documentación, por favor llame a nuestro departamento de servicio al cliente.*

Consider all options. We will explore all options to help you keep your home. If you do not wish to stay in your home, we can help make your transition to a new home easier. Following is a brief description of available options.

- **Repayment Plan** – If you have experienced a temporary loss of income or increase in expenses but can now afford to make higher payments for a period of time, we may be able to develop a repayment plan.
- **HAMP Modification** – This is an important Federal Program designed to assist you in obtaining an affordable mortgage payment. We will review your monthly income and housing costs – including any past due payments – and determine an affordable mortgage payment.
- **Traditional Loan Modification** – If you are not able to make higher monthly payments but can still afford your current mortgage payment, we may be able to modify your loan.
- **Short Sale** – If the value of your home has declined, you may be able to sell it for less than the full amount due and eliminate your mortgage.
- **Deed In Lieu of Foreclosure** – You may be able to voluntarily return the deed to us to satisfy your debt and avoid foreclosure.

**Notice Regarding Foreclosure Scams:**

- There is never a fee to apply for or learn more about our Modification Programs. To locate a HUD-approved counselor, visit: <http://www.hud.gov/offices/hsg/sfh/hcc/fc/>
- Beware of any person or organization that asks you to pay a fee in exchange for housing counseling services or modification of a delinquent loan.
- Beware of anyone who says they can "save" your home if you sign or transfer over the deed to your house. Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt.
- Never make your mortgage payments to anyone other than your mortgage company without their approval.

**Please Note:**

- All necessary documentation must be received 7 business days prior to the scheduled foreclosure sale date.
- This is an attempt to collect a debt and any information obtained will be used for that purpose.

**Important Tips and Reminders**

- ✓ The enclosed package encompasses requirements for all available programs, including the Government's Making Home Affordable Program. For information and eligibility requirements under the Making Home Affordable program, visit [www.makinghomeaffordable.gov](http://www.makinghomeaffordable.gov) website.
- ✓ Please be aware we will not be able to process your request until all parts of the application have been completed including signatures and all necessary supporting documentation has been supplied.
- ✓ Please continue to make your monthly payment. If assistance is needed, it is recommended that you contact a credit counselor who is trained to guide you through your current financial situation. You can access [www.hud.gov](http://www.hud.gov) or call 800-225-5342 for more information regarding credit counseling.
- ✓ You may receive phone calls or letters from our office asking for a payment while we consider any option that might be available.
- ✓ All modifications require an escrow account for the payment of taxes and insurance. If your loan does not currently include an escrow account for the payment of taxes and insurance, one will be added.
- ✓ While being reviewed for a workout (other than the Making Home Affordable program), a fee to validate the value of the property may be assessed at your expense (approximate cost \$100-\$150).
- ✓ If approved for a permanent modification (other than the Making Home Affordable program), a recording fee may be assessed to the account at your expense. The cost varies by state and is determined by your state.
- ✓ As a condition of the modification, you may be required to enroll in an electronic payment program.

**Frequently Asked Questions**

**How long will it take to process my modification request and determine if I qualify for the program?**

- We will review your request as quickly as possible. Once the package is returned to our office, Loss Mitigation will contact you within 10 business days advising the package was received and notifying you if additional information is required.
- Within 30 calendar days from the date a complete package is received, you will be notified whether the modification option is available to you.
- If you are not eligible for a modification, the reason for denial will be provided.
- Please note, however that your modification will not be effective unless you meet all of the applicable conditions.

**I pay my car insurance on a semi-annually or annual basis. How should I list that?**

- Please make sure that the amount of the expenses is broken down to a monthly premium amount.
- Example: If the car insurance is \$500 for 6 months to determine the monthly premium divide \$500 by 6 months (\$83.33).



<b>Fax Cover Sheet</b>	
This page should be returned to us with your <b>completed</b> financial analysis form. Please include the account number on every page of your returned package.	
<b>To: Loss Mitigation</b> <b>From:</b> _____ <b>Fax to: 1-866-709-4744</b>	<b>Account Number</b> _____ <b>or mail to: Loss Mitigation</b> <b>233 Gibraltar Road Suite 600</b> <b>Horsham, PA 19044</b>

**All of the following information is required to determine eligibility if keeping or selling the property:**

<input type="checkbox"/> Financial Analysis Form (Section 1)	<input type="checkbox"/> Documentation to verify all of the income of each borrower. (Please see the Income Validation chart in section 5 for the type of documentation required for each type of income)
<input type="checkbox"/> Hardship Affidavit (Section 8)	<input type="checkbox"/> A signed and dated Acknowledgement and Agreement (Section 11)
<input type="checkbox"/> A signed and dated Dodd-Frank/Rental Certification (if applicable) (Section 9 & 10)	<input type="checkbox"/> Documentation confirming occupancy on your primary residence – for example, a recent utility bill in your name at the property address.
<input type="checkbox"/> Documentation verifying expenses for Homeowner or Condominium Association Dues for condominiums and Co-Ops on all properties. (if applicable).	<input type="checkbox"/> A Signed and dated IRS Form 4506T-EZ (Request for transcript of Tax Return). Borrowers who filed their tax returns jointly may send in one IRS Form 4506T-EZ signed and dated by both the joint filers. This form is required even if you have not filed or are not required to file tax returns.

**If you want to sell the property, please also include:**

<input type="checkbox"/> Copy of the listing agreement	<input type="checkbox"/> Copy of the sales contract, if available
<input type="checkbox"/> Copy of the estimated Settlement Statement (HUD1), if available	<input type="checkbox"/> Signed Third Party Authorization Form (if applicable)

Section 4: Borrowers Information (Required)			
Borrower		Co-Borrower	
Borrowers Name		Co-Borrowers Name	
Social Security Number	Date of Birth	Social Security Number	Date of Birth
Home Phone Number With Area Code		Home Phone Number With Area Code	
Cell or Work Phone Number With Area Code		Cell or Work Phone Number With Area Code	
Email Address		Email Address	
Mailing Address			
Property Address (If Same As Mailing Address, Write Same)			
How many single family properties other than your primary residence you or any co-borrower(s) own individually, jointly, or with others? _____ Has the mortgage on your primary residence ever had a HAMP trial period plan or permanent modification? <input type="checkbox"/> Yes <input type="checkbox"/> No Has the mortgage on any other property that you or any co-borrower own had a permanent HAMP modification? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes" how many _____ Are you or any co-borrower currently in or being considered for a HAMP trial period plan on a property other than your primary residence? <input type="checkbox"/> Yes <input type="checkbox"/> No			
I want to: <input type="checkbox"/> Keep the Property <input type="checkbox"/> Not Keep the Property		The property is my: <input type="checkbox"/> Primary Residence <input type="checkbox"/> Second Home <input type="checkbox"/> Rental	
The property is: <input type="checkbox"/> Owner Occupied <input type="checkbox"/> Renter Occupied <input type="checkbox"/> Vacant If Owner Occupied include a recent utility bill in your name at the property address. If Renter Occupied include a copy of the current lease agreement.			
Is the property listed for sale? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Date listed: _____			
Is the property for sale by owner? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Real Estate Agent Name: _____		Real Estate Agent Phone Number: _____	
Have you received an offer on the property? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Date of Offer: _____		Amount of Offer: _____	
Have you filed for bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what chapter did you file? <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 13 Filing Date: _____		Has your bankruptcy been discharged? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Bankruptcy Case Number: _____			
If there are additional Liens/Mortgages or Judgments on this property, please name the person(s), company or firm and their telephone numbers			
Lien Holder's Name/Service	Balance	Contact Phone Number	Loan Number

Borrower's Name \_\_\_\_\_

Account Number \_\_\_\_\_

**Section 2: Income/Expenses for Household (Required)**

Include combined expenses from the borrower and co-borrower (if any).  
If you include income and expenses from a household member who is not a borrower, please specify using a separate page if necessary.  
If additional space is needed, please include an additional page.

**Monthly/Household Income for Borrower 1 and Borrower 2**

\*\*\*\*ALL INCOME MUST BE DOCUMENTED\*\*\*\*

You will be required to provide supporting documentation for any income you claim in this section. To determine what supporting documentation is required for each income type, please refer to the supporting documentation column below. Match the number listed in the supporting documentation column to the number listed in the Income Validation section (section 5) of this package.

	Supporting Documentation	Borrower 1	Borrower 2
Gross Salary/Wages  Gross/Salary Wages = total monthly income before any tax withholding or employer deductions including part-time income.	1	<input type="checkbox"/> Employed <input type="checkbox"/> Unemployed Income Frequency <input type="checkbox"/> Bi-weekly <input type="checkbox"/> Weekly <input type="checkbox"/> Semi-monthly <input type="checkbox"/> Monthly <input type="checkbox"/> Other _____ \$ _____ /month	<input type="checkbox"/> Employed <input type="checkbox"/> Unemployed Income Frequency <input type="checkbox"/> Bi-weekly <input type="checkbox"/> Weekly <input type="checkbox"/> Semi-monthly <input type="checkbox"/> Monthly <input type="checkbox"/> Other _____ \$ _____ /month
Tips, commissions, housing allowance and/or bonus income.	2	Income Frequency <input type="checkbox"/> Bi-weekly <input type="checkbox"/> Weekly <input type="checkbox"/> Semi-monthly <input type="checkbox"/> Monthly <input type="checkbox"/> Other _____ \$ _____ /month	Income Frequency <input type="checkbox"/> Bi-weekly <input type="checkbox"/> Weekly <input type="checkbox"/> Semi-monthly <input type="checkbox"/> Monthly <input type="checkbox"/> Other _____ \$ _____ /month
Self Employed	3	\$ _____ /month	\$ _____ /month
Unemployment Income	4	\$ _____ /month	\$ _____ /month
Child Support Income/Alimony Income *You are not required to disclose Child Support, Alimony, or Separate Maintenance Income, unless you choose to have it considered.	5	\$ _____ /month	\$ _____ /month
Social Security, Disability, Death Benefits, or Pension	6 For short term disability use 7	If entering income for disability select one of the following <input type="checkbox"/> Long Term <input type="checkbox"/> Short Term \$ _____ /month	If entering income for disability select one of the following <input type="checkbox"/> Long Term <input type="checkbox"/> Short Term \$ _____ /month
Other monthly income from Pensions, annuities, or Retirement plans.	6	\$ _____ /month	\$ _____ /month
Rental Income from investment property	8	\$ _____ /month	\$ _____ /month
Rental Income from room rent of primary residence	9	\$ _____ /month	\$ _____ /month
Contribution Income from person(s) residing at the property.	10	\$ _____ /month	\$ _____ /month
Public assistance (Food Stamps, Welfare, etc.)	10	\$ _____ /month	\$ _____ /month
Other (Investment Income, royalties, interest, dividends, trusts,, etc)	11	\$ _____ /month	\$ _____ /month
<b>Total Income (Gross)</b>		\$ _____ /month	\$ _____ /month

**Monthly Living Expenses (Primary Residence Expenses Only)**

\*\*\*\*Please make sure that all monthly expenses are broken down to a monthly amount\*\*\*\*

	Borrower 1	Borrower 2		Borrower 1	Borrower 2
Primary First Mortgage Payment	\$ _____	\$ _____	Medical Expenses	\$ _____	\$ _____
Primary Second Mortgage Payment	\$ _____	\$ _____	Out of pocket medical Insurance premiums (not deducted from your paycheck)	\$ _____	\$ _____
Other Mortgage Payments	\$ _____	\$ _____	HOA/Condo Fees	\$ _____	\$ _____
Alimony Payments	\$ _____	\$ _____	Credit Card(s)/Installment Loans	\$ _____	\$ _____
Child Support Payments	\$ _____	\$ _____	Food/Household Supplies	\$ _____	\$ _____
Dependant Care Payment	\$ _____	\$ _____	Utilities/Water/Sewer/Phone(s)/Cable	\$ _____	\$ _____
Liens/Rents	\$ _____	\$ _____	Donations	\$ _____	\$ _____
Personal Loans/Student Loans	\$ _____	\$ _____	Property Taxes (if not escrowed)	\$ _____	\$ _____
Auto Loans/Lease	\$ _____	\$ _____	Insurance - Hazard, wind, flood, etc. (if not escrowed)	\$ _____	\$ _____
Auto Expenses (gas, maintenance, insurance, etc.)	\$ _____	\$ _____	Other	\$ _____	\$ _____
(Please add columns 1 & 2 together for each borrower) Total Debt/Expenses				\$ _____	\$ _____

**Household Assets**

Estimated Value of your primary property	\$ _____	IRA/Keogh	\$ _____
Estimated Value of Other Real Estate Owned	\$ _____	401K/ESOP Account(s) Balance	\$ _____
Checking Account Balance	\$ _____	Stocks/Bonds/CDs Balance	\$ _____
Savings Account Balance	\$ _____	Other Investments	\$ _____
Life Insurance Cash Value	\$ _____	<b>Total Assets</b>	\$ _____



Borrower's Name \_\_\_\_\_ Account Number \_\_\_\_\_

**Section 3: 3 Month Self-Employment Income Statement (Profit and Loss Form)**  
(Required only if you are self-employed or a 1099 wage earner)

For each borrower who is self-employed a Profit and Loss Statement is required for each business. If a Borrower has more than one business, we require a Profit and Loss Form for each business. The example document may be used to supply the required information.

Company Name _____		Percentage of ownership (If left blank, we will consider it 100% ownership.) _____		
Month and Year must be indicated. Use most recent consecutive months.	Month 1	Month 2	Month 3	Total
	Month ____ Year ____	Month ____ Year ____	Month ____ Year ____	Month ____ Year ____
Gross Profit	\$ _____	\$ _____	\$ _____	\$ _____
<b>Operating Expenses</b>				
Advertising	\$ _____	\$ _____	\$ _____	\$ _____
Amortization	\$ _____	\$ _____	\$ _____	\$ _____
Auto Expenses	\$ _____	\$ _____	\$ _____	\$ _____
Bank Charges	\$ _____	\$ _____	\$ _____	\$ _____
Depreciation	\$ _____	\$ _____	\$ _____	\$ _____
Dues & Subscriptions	\$ _____	\$ _____	\$ _____	\$ _____
Employed Benefits	\$ _____	\$ _____	\$ _____	\$ _____
Insurance	\$ _____	\$ _____	\$ _____	\$ _____
Interest	\$ _____	\$ _____	\$ _____	\$ _____
Office Expenses	\$ _____	\$ _____	\$ _____	\$ _____
Payroll Taxes	\$ _____	\$ _____	\$ _____	\$ _____
Rent	\$ _____	\$ _____	\$ _____	\$ _____
Repairs & Maintenance	\$ _____	\$ _____	\$ _____	\$ _____
Salaries & Wages for Yourself	\$ _____	\$ _____	\$ _____	\$ _____
Salaries & Wages for Employees	\$ _____	\$ _____	\$ _____	\$ _____
Supplies	\$ _____	\$ _____	\$ _____	\$ _____
Taxes & Licenses	\$ _____	\$ _____	\$ _____	\$ _____
Telephone	\$ _____	\$ _____	\$ _____	\$ _____
Utilities	\$ _____	\$ _____	\$ _____	\$ _____
Other	\$ _____	\$ _____	\$ _____	\$ _____
<b>Total Operating Expenses</b>	\$ _____	\$ _____	\$ _____	\$ _____
Income Taxes	\$ _____	\$ _____	\$ _____	\$ _____
<b>Net Profit</b>	\$ _____	\$ _____	\$ _____	\$ _____

**Section 4: Investment Property Schedule (Required only if you have investment (rental) properties)**

For each borrower who receives rental income from an investment property an Investment Property Schedule is required. If additional space is needed, please include an additional page with the same information listed below.

Property Number	Property Street Address	Property City, State, and Zip Code	Number of Units (1,2,3,4, or 5+)	Status Circle All That Apply R- Rented V- Vacant PS- Pending Sale F- Foreclosure	Gross Monthly Rental Income	Monthly Mortgage Payment (excluding taxes and insurance)	Monthly Insurance	Monthly Taxes	Monthly HOA/ Condo Dues (if applicable)
1				R V PS F	\$	\$	\$	\$	\$
2				R V PS F	\$	\$	\$	\$	\$
3				R V PS F	\$	\$	\$	\$	\$
4				R V PS F	\$	\$	\$	\$	\$
5				R V PS F	\$	\$	\$	\$	\$
<b>Totals</b>					\$	\$	\$	\$	\$

Borrower's Name \_\_\_\_\_

Account Number \_\_\_\_\_

Supporting Documentation		Section 5: Income Validation (Required)	
Type of Income		Documentation Required (May not be more than 90 days old)	
1	Paid by an Employer (W-2) including part-time employment	<input type="checkbox"/>	Copy of two most recent pay stubs from your employer including year to date information. (not older than 90 days)
2	Other Earned Income (i.e. bonus, commission, housing allowance, and/or tips)	<input type="checkbox"/>	Copy of third party documentation describing the nature of the income (i.e. employment contract and or printouts documenting tips) and indicating the income is not a one-time payout.
3	Self Employed or Receive a 1099	<input type="checkbox"/>	Copy of most recent quarterly or year-to-date Profit and Loss statement (See Section 3 for a sample of a 3 Month Self Employment Income Statement (Profit and Loss Form))
		<input type="checkbox"/>	If you choose to use a form other than the Profit and Loss statement provided, please be sure to include the following: • Business Name • Borrower name(s) • Income and Expenses provided must be for three most recent consecutive months • Gross Profit, Net Profit, and Itemized Expenses for each month (Indicate the month and year if utilizing your own profit and loss form)
		<input type="checkbox"/>	The most recent year's signed tax return
		<input type="checkbox"/>	Copies of two most recent bank statements. (Again not older than 90 days)
4	Unemployment	<input type="checkbox"/>	Copy of benefits statement or letter from the provider that states the amount, frequency, and duration of the benefit.
		<input type="checkbox"/>	Documentation must show receipt of unemployment benefits have begun or will begin within 60 days.
5	Child Support or Alimony *You are not required to disclose Child Support, Alimony, or Separate Maintenance Income, unless you choose to have it considered	<input type="checkbox"/>	Copy of divorce decree, separation agreement, or other legal written agreement filed with the court that shows the amount of the award and period of time over which it will be received
		<input type="checkbox"/>	Copies of two most recent bank statements verifying deposit amounts or other documentation (i.e. 2 copies of checks) showing receipt of child support income. (Again not older than 90 days) (You are not required to disclose Child Support, Alimony, or Separate Maintenance Income, unless you choose to have it considered)
6	Social Security, Disability, Death Benefits, Annuities, retirement plans, or Pension	<input type="checkbox"/>	Copy of benefits statement or letter from the provider that states the amount, frequency, and the start and end date of the benefit.
		<input type="checkbox"/>	Copies of two most recent bank statements verifying deposit amounts or other documentation (i.e. 2 copies of checks) showing receipt of benefit income. (Again not older than 90 days)
7	Short Term Disability (6 months or less)	<input type="checkbox"/>	Copy of benefits statement or letter from the provider that states the amount, frequency, and the start and end date of the benefit.
		<input type="checkbox"/>	Copy of two most recent pay stubs, prior to going on short term disability, from your employer including year to date information.
8	Rental Income From an Investment Property	<input type="checkbox"/>	Copy of most recent federal tax return with all schedules, including Schedule E-Supplemental Income and Loss.
		<input type="checkbox"/>	Current lease agreement(s) for all investment properties
		<input type="checkbox"/>	Copies of two most recent bank statements verifying deposit amounts or other documentation (i.e. 2 copies of checks) showing receipt of income. (Again not older than 90 days) See Section 4 for a sample of an Investment Property Schedule.
9	Rental Income from Room Rental of the Primary Residence	<input type="checkbox"/>	Copy of Current Lease Agreement
		<input type="checkbox"/>	Copies of two most recent bank statements verifying deposit amounts or other documentation (i.e. 2 copies of checks) showing receipt of income. (Again not older than 90 days)
10	Income NOT Specified Above (Including Public Assistance, contribution income from person residing at the property, etc.)	<input type="checkbox"/>	Signed letter from the person(s)/entity (company) that contributes the income showing the amount and frequency of the income.
		<input type="checkbox"/>	Copies of two most recent bank statements verifying deposits amounts or other documentation (i.e. 2 copies of check) showing receipt of income. (Again not older than 90 days)
		<input type="checkbox"/>	If receiving public assistance, include the award letter indicating the amount and frequency
11	Other Income (Investment, interest, dividends, royalties, trusts, etc.)	<input type="checkbox"/>	Copies of two most recent bank statements verifying deposit amounts or other documentation (i.e. 2 copies of checks) showing receipt of income. (Again not older than 90 days)

Section 6: Information for Government Monitoring Purpose			
If applying for the Making Home Affordable Modification Program, we encourage you to provide the following, however this is not a requirement of other modification programs. The law provides that a lender or servicer may not discriminate either on basis of this information or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race for every individual checked more than one designation. If you do not furnish ethnicity, race, or sex, the lender or servicer is required to note the information on the basis of visual observation or name. If you have made this request for a loan modification on impersonal basis, you are not required to provide this information.			
BORROWER	<input type="checkbox"/>	I do not wish to furnish this information	CO-BORROWER
Ethnicity:	<input type="checkbox"/>	Hispanic or Latino	Ethnicity:
	<input type="checkbox"/>	Not Hispanic or Latino	
Race:	<input type="checkbox"/>	American Indian or Alaska Native	Race:
	<input type="checkbox"/>	Asian	
	<input type="checkbox"/>	Black or African American	
	<input type="checkbox"/>	Native Hawaiian or Other Pacific Islander	
	<input type="checkbox"/>	White	
Sex:	<input type="checkbox"/>	Female	Sex:
	<input type="checkbox"/>	Male	

Section 7: Information Regarding Military Service Members	
Please check here if you or a family member is on active duty with our military. You may be eligible for benefits and protection under the Service Members Civil Relief Act "SCRA".	<input type="checkbox"/>

**Account Number**

## Section 8: Hardship Affidavit (Required)

I am having difficulty making my monthly payment because of financial difficulties created by: (Please check all that apply)

Please do not send medical information as required by law, we are prohibited from obtaining or using medical information (e.g., diagnosis, treatment, or prognosis) in connection with our eligibility or continued eligibility for our plan. We will not use it when evaluating your request and it will not be retained.

<input type="checkbox"/> Borrower Death	<input type="checkbox"/> Death of Family Member	<input type="checkbox"/> Military Service	<input type="checkbox"/> Payment Adjustment
<input type="checkbox"/> Illness of Borrower	<input type="checkbox"/> Illness of Family Member	<input type="checkbox"/> Inability to Sell Property	<input type="checkbox"/> Inability to Rent Property
<input type="checkbox"/> Tenant not Paying	<input type="checkbox"/> Reduction of Income	<input type="checkbox"/> Bankruptcy Filed	<input type="checkbox"/> Unemployment
<input type="checkbox"/> Marital Difficulties (Examples include going through a legal separation or filing for divorce)	<input type="checkbox"/> Excessive Financial Obligations (Examples may be large medical expenses, credit card debt, or college tuition payments)	<input type="checkbox"/> Business Failure (Examples would be loss of business income)	<input type="checkbox"/> Ownership Transfer is Pending (If the home is in the process of being sold)
<input type="checkbox"/> Incarceration (Sentenced to a city, county, state, or federal jail)	<input type="checkbox"/> Property Problem (Anything that may be defective about the property such as a costly repair that needs to be made)	<input type="checkbox"/> Casualty Loss (Unexpected event such as hurricane, flood, or earthquake that damages the property)	<input type="checkbox"/> Other

**If selecting more than one of the boxes above, indicate the primary hardship.**

**Has the reason for your hardship been resolved? (circle one) Yes/No**

We understand that times are tough. For us to better understand your current situation, please explain your hardship in detail in the lines provided below. An explanation is required!

(If additional space is needed for explanation, please include an additional page)

Borrower's Name \_\_\_\_\_

Account Number \_\_\_\_\_

**Section 9: Dodd-Frank Certification**

The following information is requested by the federal government in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. 111-203) You are required to furnish this information. The law provides that no person shall be eligible to begin receiving assistance from the Making Home Affordable Program, authorized under the emergency Economic Stabilization Act of 2008 (12 U.S.C. 5201 et seq.) or any other mortgage assistance program authorized or funded by that Act, if such person, in connection with a mortgage or real estate transaction, has been convicted, within the last 10 years, of any one of the following: (A) felony, larceny, theft, fraud, or forgery, (B) money laundering or (C) tax evasion.

I/we certify under penalty of perjury that I/we have not been convicted within the last 10 years of any one of the following in connection with a mortgage or real estate transaction:

- (A) felony, larceny, theft, fraud, or forgery,
- (B) money laundering or
- (C) tax evasion

I/we understand that the servicer, the U.S. Department of the Treasury, or their agents may investigate the accuracy of my statements by performing routine background checks, including automated searches of federal, state and county databases, to confirm that I/we have not been convicted of such crimes. I/we also understand that knowingly submitting false information may violate Federal law.

This certification is effective on the earlier of the date listed below or the date received by the servicer.

**Section 10: Rental Property Certification (Required only if applying for a Loss Mitigation solution on a Investment (rental) property)**

(You must complete this certification if you are requesting a mortgage modification with respect to a rental property.)

☐ By checking this box and initialing below, I am requesting a mortgage modification under MHA with respect to the rental property described in section 4 and I hereby certify under penalty of perjury that each of the following statements is true and correct with respect to that property.

1. I intend to rent the property to a tenant or tenants for at least five years following the effective date of my mortgage modification. I understand that the servicer, the U.S. Department of the Treasury or their respective agents may ask me to provide evidence of my intention to rent the property during such time. I further understand that such evidence must show that I used reasonable efforts to rent the property to a tenant or tenants on a year-round basis, if the property is or becomes vacant during such five-year period.

Note: The term "reasonable efforts" includes, without limitation, advertising the property for rent in local newspapers, websites or other commonly used forms of written or electronic media, and/or engaging a real estate or other professional to assist in renting the property, in either case, at or below market rent.

2. The property is not my secondary residence and I do not intend to use the property as a secondary residence for at least five years following the effective date of my mortgage modification. I understand that if I do use the property as a secondary residence during such five-year period, my use of the property may be considered to be inconsistent with the certifications I have made herein.

Note: The term "secondary residence" includes, without limitation, a second home, vacation home or other type of residence that I personally use or occupy on a part-time seasonal or other basis.

3. I do not own more than five (5) single-family homes (i.e. one-to-four unit properties) (exclusive of my primary residence).

Notwithstanding the foregoing certification I may at any time sell the property, occupy it as my primary residence, or permit a legal dependent, parent, or grandparent to occupy it as such party's principal residence with no rent charged or collected, none of which will be considered to be inconsistent with the certifications made herein.

This certification is effective on the earlier of the date listed below or the date the Request for Mortgage Assistance (RMA) is received by your servicer.

INITIAL HERE 

Initials: Borrower \_\_\_\_\_ Co-borrower \_\_\_\_\_



Borrower's Name \_\_\_\_\_

Account Number \_\_\_\_\_

**Section III Acknowledgement and Agreement (Required)**

In making this request for consideration to review my loan terms I/we certify under penalty of perjury

1. That all of the information in this document is truthful and the event(s) identified is/are the reason that I/we need to request a modification of the terms of my/our mortgage loan, short sale, or deed-in-lieu of foreclosure.
2. I/we understand that the Servicer, the U.S. Department of the Treasury, owner or guarantor of my mortgage, or its agents may investigate the accuracy of my/our statements and/or may require me/us to provide supporting documentation. I/we also understand that knowingly submitting false information may violate Federal law.
3. I/we understand the servicer will obtain a current credit report on all borrowers obligated on the Note.
4. I/we understand that if I/we have intentionally defaulted on my/our existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this document, the servicer may cancel any Agreement under Making Home Affordable or any mortgage relief granted and may pursue foreclosure on my/our home.
5. I/we understand any fee to validate the value of the property will be assessed to the account.
6. I/we have not received a condemnation notice, and there has been no change in the ownership of the Property since I/we signed the documents for the mortgage that I/we want to modify.
7. I/we certify that I/we will obtain credit counseling if it is determined that my/our financial hardship is related to excessive debt. For purposes of the Making Home Affordable program "excessive debt" means that my/our debt-to-income ratio after the modification would be greater than or equal to 55%.
8. If I am eligible for a trial period plan, repayment plan, or forbearance plan, and I accept and agree to all terms of such plan, I also agree that the terms of the Acknowledgement and Agreement are incorporated into such plan by reference as if set forth in such plan in full. My first timely payment following my Servicer's determination and notification of my eligibility or prequalification for a trial period plan, repayment plan, or forbearance plan (when applicable) will serve as acceptance of the terms set forth in the notice sent to me that sets forth the terms and conditions of the trial period plan, repayment plan, or forbearance plan.
9. I/we agree that when the Servicer accepts and posts a payment during the term of any repayment plan, trial period plan, or forbearance plan it will be without prejudice to, and will not be deemed a waiver of, the acceleration of my loan or foreclosure action and related activities shall not constitute a cure of my default under my loan unless such payments are sufficient to completely cure my entire default under my loan.
10. I/we are willing to provide all requested documents and to respond to all Servicer's questions in a timely manner.
11. I/we understand that the Servicer will use the information in this document to evaluate my/our eligibility for a loan modification or short sale or deed-in-lieu of foreclosure, but the Servicer is not obligated to offer me/us assistance based solely on the statements in this document.
12. I/we agree that my prior waiver as to payment of escrow items in connection with my/our loan has been revoked.
13. I/we agree to the establishment of an escrow account and the payment of escrow items if an escrow account never existed on the loan.
14. I/we understand that the Servicer will collect and record personal information, including, but not limited to, my/our name, address, telephone number, social security number, credit score, income payment history, government monitoring information, and information about account balances and activity. I/we understand and consent to the disclosure of my/our personal information and the terms of any Making Home Affordable Agreement by Servicer to (a) the U.S. Department of the Treasury, (b) Fannie Mae and Freddie Mac in connection with their responsibilities under the Homeowner Affordability and Stability Plan; (c) any investor, insurer, guarantor, or servicer that owns, insures, guarantees or services my/our first lien on subordinate lien (if applicable) mortgage loan(s); (d) companies that perform support services in conjunction with Making Home Affordable; and (e) any HUD certified housing counselor.
15. I/we agree that to be considered for the Making Home Affordable program, or any other program, all required documentation must be received no later than 7 business days prior to the scheduled foreclosure sale date.
16. **NOTICE TO TEXAS BORROWERS:** If the loan you are requesting to modify is a Texas Home Equity Loan or Line of Credit, your loan does not qualify to be modified. However, please proceed with submitting your final information so that we can examine your financial situation and determine if there is a repayment program available to you in order to prevent foreclosure.
17. I/we understand the Servicer will not refer the account to foreclosure or conduct the foreclosure sale if already referred, while it is being reviewed for the Making Home Affordable program unless required by your investor. The review will not begin until all required documentation is received.
18. I/we consent to being contacted, concerning this request for mortgage assistance at any cellular or mobile telephone number I have provided to the Lender. This includes text messages and telephone calls to my cellular or mobile telephone.

Please check one of the following before signing:

- ☐ My/Our property is owner occupied. I/we intend to reside in this property for the next twelve months
- ☐ My/Our property is not owner occupied.



Primary Borrower Signature \_\_\_\_\_

Date \_\_\_\_\_

Secondary Borrower Signature \_\_\_\_\_

Date \_\_\_\_\_

If you have questions about this document or the modification process, please call us at the phone number listed on your monthly account statement. If you need further counseling, you can call the Homeowner's HOPE™ Hotline at 1-888-995-HOPE (4673). The Hotline can help with questions about the program and offers free HUD-certified counseling services in English and Spanish.

**NOTICE TO BORROWERS**

Be advised that you are signing the following documents under penalty of perjury. Any misstatement of material fact made in the completion of these documents including but not limited to misstatement regarding your occupancy in your home, hardship circumstances, and/or income will subject you to potential criminal investigation and prosecution for the following crimes: perjury, false statements, mail fraud, and wire fraud. The information contained in these documents is subject to examination and verification. Any potential misrepresentation will be referred to the appropriate law enforcement authority for investigation and prosecution.

By signing the enclosed documents you certify, represent and agree that:

"Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the program, are true and correct."

If you are aware of fraud, waste, abuse, mismanagement or misrepresentations affiliated with the Troubled Asset Relief Program, please contact the SIGTARP Hotline by calling 1-877-SIG-2009 (toll-free), 202-622-4559 (fax), or [www.sig tarp.gov](http://www.sig tarp.gov). Mail can be sent to Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St. NW, Washington, DC 20220.



Borrower's Name \_\_\_\_\_ Account Number \_\_\_\_\_

Form **4506T-EZ**

(October 2009)

Department of the Treasury  
Internal Revenue Service

**Short Form Request for Individual Tax Return Transcript**

Request may not be processed if the form is incomplete or illegible.

OMB No. 1545-2154

Tip: Use Form 4506T-EZ to order a 1040 series tax return transcript free of charge.

1a Name shown on tax return. If a joint return, enter the name shown first. 1b First social security number on tax return

2a If a joint return, enter spouse's name shown on tax return. 2b Second social security number if joint tax return

3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code

4 Previous address shown on the last return filed if different from line 3

5 If the transcript is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. The IRS has no control over what the third party does with the tax information.

Third party name

Telephone number

OMAC Mortgage, LLC

800-850-4622

Address (including apt., room, or suite no.), city, state, and ZIP code

6 Year(s) requested. Enter the year(s) of the return transcript you are requesting (for example, "2009"). Most requests will be processed within 10 business days.  
2012 2011 2010

**Caution.** If the transcript is being mailed to a third party, ensure that you have filled in line 6 before signing. Sign and date the form once you have filled in line 6. Completing these steps helps to protect your privacy.

**Note.** If the IRS is unable to locate a return that matches the taxpayer identity information provided above, or if IRS records indicate that the return has not been filed, the IRS may notify you or the third party that it was unable to locate a return, or that a return was not filed, whichever is applicable.

**Signature of taxpayer(s).** I declare that I am either the taxpayer whose name is shown on line 1a or 2a. If the request applies to a joint return, either husband or wife must sign.

**Note.** This form must be received within 60 days of signature date.

Telephone number of  
taxpayer on line 1a or 2a

Sign  
Here

Signature (see instructions)

Date

Spouse's signature

Date

For Privacy Act and Paperwork Reduction Act Notice, see page 2.

Cat. No. 54185S

Form 4506T-EZ (10-2009)

Form 4506T-EZ (10-2009)

**Purpose of form.** Individuals can use Form 4506T-EZ to request a tax return transcript that includes most lines of the original tax return. The tax return transcript will not show payments, penalty assessments, or adjustments made to the originally filed return. You can also designate a third party (such as a mortgage company) to receive a transcript on line 5. Form 4506T-EZ cannot be used by taxpayers who file Form 1040 based on a fiscal tax year (that is, a tax year beginning in one calendar year and ending in the following year). Taxpayers using a fiscal tax year must file Form 4506-T, Request for Transcript of Tax Return, to request a return transcript.

Use Form 4506-T to request the following:

- A transcript of a business return (including estate and trust returns).
- An account transcript (contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed).
- A record of account, which is a combination of line item information and later adjustments to the account.
- A verification of nonfiling, which is proof from the IRS that you did not file a return for the year.
- A Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript.

Form 4506-T can also be used for requesting tax return transcripts.

**Automated transcript request.** You can call 1-800-829-1040 to order a tax return transcript through the automated self-help system. You cannot have a transcript sent to a third party through the automated system.

**Where to file.** Mail or fax Form 4506T-EZ to the address below for the state you lived in when that return was filed.

If you are requesting more than one transcript or other product and the chart below shows two different RAILS teams, send your request to the team based on the address of your most recent return.

## Where to mail . . .

**If you filed an individual return and lived in:**

Alabama, Delaware, Florida, Georgia, North Carolina, Rhode Island, South Carolina, Virginia

Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, or A.P.O. or F.P.O. address

Alaska, Arizona, California, Colorado, District of Columbia, Hawaii, Idaho, Iowa, Kansas, Maine, Maryland, Massachusetts, Minnesota, Montana, New Hampshire, New Mexico, New York, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Vermont, Washington, Wisconsin, Wyoming

Arkansas, Connecticut, Illinois, Indiana, Michigan, Missouri, New Jersey, Ohio, Pennsylvania, West Virginia

**Mail or fax to the "Internal Revenue Service" at:**

RAIVS Team  
P.O. Box 47-421  
Stop 91  
Doraville, GA 30362  
770-455-2335

RAIVS Team  
Stop 6716 AUSC  
Austin, TX 73301  
512-460-2272

RAIVS Team  
Stop 37106  
Fresno, CA 93888  
559-456-5876

RAIVS Team  
Stop 6705-B41  
Kansas City, MO  
64999  
816-292-6102

**Signature and date.** Form 4506T-EZ must be signed and dated by the taxpayer listed on line 1a or 2a. If you completed line 5 requesting the information be sent to a third party, the IRS must receive Form 4506T-EZ within 60 days of the date signed by the taxpayer or it will be rejected.

Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506T-EZ exactly as your name appeared on the original return. If you changed your name, also sign your current name.

**Privacy Act and Paperwork Reduction Act Notice.** We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. Sections 6103 and 6109 require you to provide this information, including your SSN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, and the District of Columbia for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506T-EZ will vary depending on individual circumstances. The estimated average time is: Learning about the law or the form, 9 min.; Preparing the form, 18 min.; and Copying, assembling, and sending the form to the IRS, 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506T-EZ simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:T:SP, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send this form to this address. Instead, see Where to file on this page.

## Frequently Asked Questions

### What information is needed on the form 4506T-EZ?

- Please complete the following:
  - Line 1a-4: List information as shown on your tax return
  - Line 5: Write the name, address, and telephone number shown on your monthly mortgage statement
  - Line 6: Write the year of the most-recent tax return you filed
- Be sure to sign the form where indicated.

The 4506T-EZ form states, "Caution: If the transcript is being mailed to a third party, ensure that you have filled in line 6 before signing. Sign and date the form once you have filled in line 6. Completing these steps helps to protect your privacy." What do I enter for those items?

- All applicable blanks on the form need to be completed. This disclaimer is provided as a warning that line 6 must be completed prior to signing the form.

**THIRD PARTY AUTHORIZATION and AGREEMENT TO RELEASE**

Please complete and return if you want us to speak with your Real Estate Agent, or any other designated third party on your behalf. If you do not wish to authorize any other individuals, do not fill out this form.

Account Number: \_\_\_\_\_ Name: \_\_\_\_\_  
Property Address: \_\_\_\_\_



**Before you sign this authorization, please be aware that...**

- There is never a fee to get assistance or information about the Making Home Affordable program from your lender or a HUD-approved housing counselor.
- Beware of any person or organization that asks you to pay a fee in exchange for housing counseling services or modification of a delinquent loan.
- Beware of anyone who says they can "save" your home if you sign or transfer over the deed to your house.
- Do not sign over the deed to your property to any organization or individual unless you are working directly with your mortgage company to forgive your debt.
- ONLY use HUD certified counseling agencies: Call 1.800.CALL.FHA to find a HUD-certified housing counseling agency.
- Never make your mortgage payments to anyone other than your mortgage company without their approval.

I/we do hereby authorize (my lender/mortgage servicer) to release or otherwise provide to:

_____	of _____	In his/her capacity as _____
Name	Company Name	
Relationship (if applicable)	Phone Number	Email Address

public and non-public personal financial information contained in my loan account which may include, but is not limited to, loan balances, final payoff statement, loan payment history, payment activity, and/or property information.

We, the lender/mortgage servicer, will take reasonable steps to verify the identity of the 3rd party authorized above, but will have no responsibility or liability to verify the true identity of the requestor when he/she asks to discuss my account or seeks information about my account. Nor shall we, the lender/mortgage servicer, have any responsibility or liability for what the requestor may do with the information he/she obtains concerning my account.

I/we do hereby indemnify and forever hold harmless the lender/mortgage servicer, from all actions and causes of actions, suits, claims, attorney fees, or demands against the lender/servicer which I/we and/or my heirs may have resulting from the lender/mortgage servicer discussing my loan account and/or providing any information concerning the loan account to the above named requestor or person identifying themselves to be that requestor

If you agree to this Authorization and the terms of the Release as stated above, please sign, date, and return with the Financial Analysis form

NOTE: No information concerning your account will be provided until we have received this executed document. The authorization needs to be in the name of an individual (not a company) and a form needs to be completed for each authorized individual. All parties on the Mortgage must sign.

\_\_\_\_\_  
Borrower Printed Name

\_\_\_\_\_  
Borrower Signature

\_\_\_\_\_  
Date

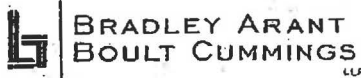
\_\_\_\_\_  
Co-Borrower Printed Name

\_\_\_\_\_  
Co-Borrower Signature

\_\_\_\_\_  
Date







Eric A. Frechtel

Direct Dial: 202-719-8249  
Direct Fax: 202-719-8349  
efrechtel@babc.com

October 8, 2012

**VIA E-MAIL AND FIRST-CLASS MAIL**

Phillip R. Robinson, Esquire  
Legg Law Firm, LLC  
5500 Buckeystown Pike  
Frederick, MD 21703

Re: *Matthews v. GMAC Mortgage, LLC, et al.*; Circuit Court for Baltimore City,  
Maryland, Case No. 24-O-12-000286 FC

Dear Mr. Robinson:

Please be advised that Mr. Matthews unfortunately does not qualify for a loan modification. Enclosed please find a letter from GMAC Mortgage stating that the request for a loan modification has been denied due to insufficient income to support the request. Please let me know if you would like to discuss the matter further.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Eric Frechtel'.

Eric A. Frechtel

Enclosure

cc: GMAC Mortgage, LLC

5/25402.1



**Note:** If you are currently in bankruptcy under Chapter 13, you should continue to make payments in accordance to your Chapter 13 plan.

10/2/2012

Account Number [REDACTED]

Page 2

Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. The reporting agency played no part in our decision and is unable to supply specific reasons why we have denied credit to you. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

Name: Equifax Information Services LLC,  
Address: P.O. Box 740241, Atlanta, GA 30374-0241  
Phone: 800-685-1111 Web: [www.equifax.com](http://www.equifax.com)

*If you have any questions regarding this notice, you should contact:*

Creditor's name: GMAC Mortgage, LLC  
Creditor's address: PO Box 205, Waterloo IA 50704-0205  
Creditor's telephone number: 1-866-924-8410

Notice: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

M020



Eric A. Frechtel

Direct Dial: 202-719-8249  
Direct Fax: 202-719-8349  
efrechtel@babac.com

October 15, 2012

**VIA E-MAIL AND FIRST-CLASS MAIL**

Phillip R. Robinson, Esquire  
Legg Law Firm, LLC  
5500 Buckeystown Pike  
Frederick, MD 21703

Re: *Matthews v. GMAC Mortgage, LLC, et al.*; Circuit Court for Baltimore City,  
Maryland, Case No. 24-O-12-000286 FC

Dear Mr. Robinson:

By letter dated October 8, 2012, I forwarded to you a letter from GMAC Mortgage stating that Mr. Matthews's request for a loan modification has been denied due to insufficient income to support the request. In reaction to that information, you sent an email to the Office of Administrative Hearings mediation judge in which you stated in part as follows: "Mr. Matthews has elected to no longer participate in the OAH mediation process and will not appear tomorrow for a futile exercise since the parties cannot even consider the one loss mitigation option that has been his express intent for more than two years but GMAC has simply stonewalled in bad faith every a." (That is a direct quote from your email; I am not certain what you intended to write at the end of the sentence). Your statement that GMAC has "stonewalled in bad faith" is inaccurate. Please be reminded that Mr. Matthews actually qualified for a loan modification in March 2011, but he failed to sign the loan modification agreement and later contacted GMAC to say that he could not afford the new monthly payment. Thereafter, in December 2011, GMAC issued loan modification application packages on two separate occasions but received no response. Then, initially in late June 2012, with additional information and documentation provided thereafter, Mr. Matthews submitted another loan modification request, but that request has now been denied because GMAC has determined that Mr. Matthews would not be able to afford the reduced monthly payment under any modification that can be offered for this VA loan. Let me remind you also that Mr. Matthews still has not made a single mortgage payment since March 2009, three-and-a-half years ago.

Notwithstanding, I am writing to ask whether Mr. Matthews would be interested in exploring other settlement options, including, for example, a deed in lieu of foreclosure, relocation assistance, or other options that might be available. We intended to discuss these potential avenues during the mediation, but you canceled it. In any event, if Mr. Matthews is

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EXHIBIT

10

Phillip R. Robinson, Esquire  
October 15, 2012  
Page 2

interested, we would forward the appropriate paperwork for your client to complete and return for consideration. Please let me know at your earliest convenience. If I do not hear from you by October 22, 2012, we will assume that Mr. Matthews is not interested. Please be advised that my client reserves all rights and defenses. Thank you for your cooperation.

Sincerely yours,



Eric A. Frechtel

cc: GMAC Mortgage, LLC

**EXHIBIT B**

**Deed of Appointment of Substitute Trustees**

After Recording, Return to Civil No: \_\_\_\_\_

**DEED OF APPOINTMENT OF SUBSTITUTE TRUSTEES**

WHEREAS Kevin Jerron Matthews did by Deed of Trust dated February 14, 2008 and recorded among the Land Records of Baltimore City, Maryland, in Liber 10445 at folio 309, grant and convey to Michael J. Broker, certain real estate described in said Deed of Trust, in trust to secure to USAA Federal Savings Bank the payment of a Promissory Note of even date therewith. Mortgage Electronic Registration Systems, Inc. (as Nominee for Lender) was the beneficiary of said Deed of Trust; and

WHEREAS said Deed of Trust provides that the holder of the Note shall have the power and authority to appoint by an instrument duly executed, acknowledged and recorded among the Land Records aforesaid, substitute trustees in the place and stead of the trustee(s) named therein; and

WHEREAS GMAC Mortgage, LLC is the present holder or authorized agent of the holder of the Note secured by said Deed of Trust;

NOW THEREFORE, by virtue of the power and authority contained in said Deed of Trust, the undersigned holder of the indebtedness secured thereby does by these presents appoint Laura H.G. O'Sullivan, Deborah K. Curran, Erin M. Brady, Diana C. Theologou, Laura L. Latta, Jonathan Elefant, Anne L. Peightel as Substitute Trustees, under said Deed of Trust, in the place and stead of the trustee(s) named therein and of any previously appointed substitute trustee(s); and the said Substitute Trustees shall have all the rights, powers and authority, and be charged with all the duties that were conferred or charged upon the trustee(s) named in said Deed of Trust. Each substitute trustee appointed herein is hereby authorized to act, as sole substitute trustee, to execute any documents, including but not limited to the Trustees' Deed, arising from the duties of trustee conferred by the Deed of Trust on behalf of all substitute trustees appointed herein.

GMAC Mortgage, LLC

By:  1/23/2012

Name: Dannette Lowe

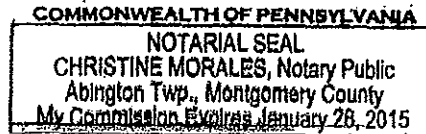
Title: Authorized Officer

STATE OF Pennsylvania  
COUNTY OF Montgomery, to wit:

On this 23 day of Jan, 2012, before me, the undersigned officer, personally appeared Dannette Lowe, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that he/she/their signature(s) on the instrument to be the person(s), or the entity upon behalf of which person(s) acted, executed the instrument.

Witness my hand and official seal.

Christine Morales  
Notary Public  
My commission expires: 1/28/2015



THIS IS TO CERTIFY that this Instrument has been prepared under the supervision of the undersigned, who is an attorney duly admitted to practice before the Court of Appeals of Maryland.

By [Signature]

Name: Erin M. Boreef

McCabe Weisberg & Conway, LLC  
312 Marshall Avenue, Suite 800  
Laurel, MD 20707  
(301) 490-3361

Property ID: 27-04-5555-055

Please Record and Return to:  
McCabe, Weisberg & Conway, LLC  
312 Marshall Avenue, Suite 800  
Laurel, MD 20707  
(301) 490-3361



**EXHIBIT C**

**Excerpts of Servicing Transfer Agreement**

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**SERVICING TRANSFER AGREEMENT**

**by and among**

**GMAC MORTGAGE, LLC,**

**RESIDENTIAL FUNDING COMPANY, LLC,**

**EXECUTIVE TRUSTEE SERVICES, LLC,**

**ETS OF WASHINGTON, INC.**

**and**

**OCWEN LOAN SERVICING, LLC**

**DATED AS OF FEBRUARY 15, 2013**

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## TABLE OF CONTENTS

	Page
<b>ARTICLE I. CERTAIN DEFINITIONS.....</b>	<b>1</b>
Section 1.01 Certain Definitions.....	1
<b>ARTICLE II. PURPOSE AND SCOPE OF AGREEMENT .....</b>	<b>3</b>
Section 2.01 Purpose and Scope of Agreement .....	3
<b>ARTICLE III. SERVICING TRANSFER PROCEDURES.....</b>	<b>4</b>
Section 3.01 Servicing Transfer.....	4
Section 3.02 [Reserved] .....	4
Section 3.03 Evidence of Sale .....	4
Section 3.04 Possession of Servicing Loan Files.....	4
Section 3.05 Assignments .....	5
Section 3.06 Custodian and Custodial Loan Files .....	5
Section 3.07 Custodial Accounts and Escrow Accounts .....	6
Section 3.08 Final Certification and Recertification for Agency Transfers .....	6
Section 3.09 Notice to Borrowers.....	6
Section 3.10 Tax Service Contracts .....	6
Section 3.11 Flood Insurance Contracts .....	7
Section 3.12 Notice to Insurers and Other Parties .....	7
Section 3.13 Servicing of REO Property .....	8
Section 3.14 Serviced Mortgage Loans in Litigation .....	8
Section 3.15 [Reserved.] .....	12
Section 3.16 No Personal Solicitation .....	12
Section 3.17 [Reserved.] .....	12
Section 3.18 Tax, REMIC and SEC Reporting.....	12
Section 3.19 Master Servicing Transfer.....	13
Section 3.20 Costs of Transfer.....	13
Section 3.21 Further Assistance and Assurances.....	13
Section 3.22 [Reserved.] .....	14
Section 3.23 Recovery of Servicing Advances.....	14
Section 3.24 Financing Statement Authorization .....	14
Section 3.25 Delayed Servicing Transfers.....	14

Section 3.26	ETS Servicing Transfer.....	15
<b>ARTICLE IV. TERMINATION.....</b>		<b>15</b>
Section 4.01	Termination.....	15
Section 4.02	Effect of Termination.....	15
<b>ARTICLE V. MISCELLANEOUS .....</b>		<b>15</b>
Section 5.01	Notices .....	15
Section 5.02	Parties in Interest; Assignment .....	17
Section 5.03	Complete Agreement .....	17
Section 5.04	Counterparts .....	17
Section 5.05	Severability .....	17
Section 5.06	Amendment; Waiver .....	17
Section 5.07	Applicable Law; WAIVER OF JURY TRIAL; Venue and Retention of Jurisdiction .....	18
Section 5.08	Interpretation.....	18

## **EXHIBITS**

Exhibit A                      Power of Attorney

## SERVICING TRANSFER AGREEMENT

This SERVICING TRANSFER AGREEMENT (this “Agreement”) is dated as of February 15, 2013, by and among GMAC Mortgage, LLC (“GMACM”), Residential Funding Company, LLC (“RFC”), Executive Trustee Services, LLC (“ETS LLC”), ETS of Washington, Inc. (“ETS WA” and together with ETS LLC, “ETS”; and together with GMACM and RFC, “Sellers”), and Ocwen Loan Servicing, LLC (“Purchaser”). Sellers and Purchaser shall be referred to herein from time to time collectively as the “Parties” and individually as a “Party.”

**WHEREAS**, Sellers, together with other Affiliates, have filed voluntary petitions for relief under Chapter 11 of Title 11, U.S.C. §§ 101, *et seq.*, as amended (the “Bankruptcy Code”), in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”);

**WHEREAS**, Sellers and Purchaser, and certain other Affiliates of each of them, have entered into that certain Asset Purchase Agreement, dated as of November 2, 2012 (as amended, the “APA”), providing for, among other things, the sale by Sellers to Purchaser of the Mortgage Servicing Rights with respect to certain Servicing Agreements and certain ETS Contracts (collectively, the “Servicing Agreements”), the sale by Sellers to Purchaser of certain Servicing Advances, and the assumption by Purchaser of certain obligations under the Servicing Agreements; and

**WHEREAS**, the Parties desire to set forth the specific terms upon which the transfer of mortgage loan servicing and master servicing with respect to the Servicing Agreements shall be effected.

**NOW, THEREFORE** in consideration of the mutual covenants, representations, warranties and agreements herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### ARTICLE I.

#### CERTAIN DEFINITIONS

##### Section 1.01 Certain Definitions.

Capitalized terms which are not otherwise defined herein shall have the meanings ascribed to such terms in the APA. As used in this Agreement the following terms have the following meanings:

“Accounts” means any Escrow Accounts, Custodial Accounts, lockbox accounts, disbursement accounts, suspense accounts and other accounts established and/or maintained by the Sellers pursuant to the Servicing Agreements and all amounts maintained therein.

“Assignment of Mortgage” means, with respect to any Serviced Mortgage Loan, an assignment of mortgage, assignment of deed of trust, notice of transfer or equivalent instrument in recordable form, sufficient under the laws of the jurisdiction where the related Serviced

Mortgaged Property is located to reflect the transfer of the Serviced Mortgage to the party indicated therein or if the related Serviced Mortgage has been recorded or previously assigned in the name of MERS or its designee, such actions as are necessary to cause the designee to be shown as the owner of the related Serviced Mortgage on the records of MERS for purposes of the system of recording transfers of beneficial ownership of mortgages maintained by MERS.

“Custodial Account” means (i) each trust account or bank account maintained by a Seller, as servicer, pursuant to a Servicing Agreement for the benefit of an Investor and (ii) any amounts deposited or maintained therein.

“Custodial Loan File” means, with respect to any Serviced Mortgage Loan, all of the documents that must be maintained on file with a document custodian, owner or trustee under Applicable Requirements with respect to such Serviced Mortgage Loan, including but not limited to the Mortgage Loan Documents (sometimes referred to in the mortgage business as the “legal file”).

“Escrow Accounts” means (i) all trust accounts or bank accounts maintained by Sellers in accordance with the Servicing Agreements and Applicable Requirements (other than the Custodial Accounts), including accounts holding buy-down funds, tax and insurance funds, suspense funds and other escrow and impound amounts and similar charges (including interest accrued thereon held for the benefit of the Serviced Mortgages) and (ii) any amounts deposited or maintained therein.

“Eviction” means the process culminating in the acquisition of possession of a Serviced Mortgaged Property, following a Foreclosure or otherwise, pursuant to any procedure consistent with Applicable Requirements.

“Foreclosure” means the process culminating in the acquisition of title to a Serviced Mortgaged Property in a foreclosure sale or by a deed in lieu of foreclosure or pursuant to any other comparable procedure consistent with Applicable Requirements, including, for the avoidance of doubt, non-judicial foreclosure proceedings in jurisdictions where such proceedings are authorized.

“LPOA” means a limited power of attorney provided by a Seller to Purchaser pursuant to Section 3.21.

“SBO Loan” means a Mortgage Loan serviced by an SBO Servicer under an SBO Servicing Agreement.

“SBO Servicer” means the Person responsible for performing loan servicing functions with respect to a Mortgage Loan under an SBO Servicing Agreement.

“SBO Servicing Agreements” means the servicing agreements between any Seller, on the one hand, and any third-party servicer or subservicer, on the other hand, pursuant to which such third-party servicer or subservicer is responsible for performing the loan servicing functions on behalf of such Seller.

means) to Purchaser within five (5) Business Days after the applicable Servicing Transfer Date, it being understood that such delivery may be effectuated by electronic means or by providing access to a web-based database. Promptly on or after the Servicing Transfer Date, to the extent such notice was not provided by or on behalf of Sellers prior to the Servicing Transfer Date, Purchaser shall notify or cause to be notified the third parties listed above of the transfer of servicing under the related Servicing Agreements, such notices to be given in accordance with applicable contractual requirements and Applicable Requirements.

(c) For any Serviced Mortgage Loan for which the underlying secured property is currently registered under the name of Sellers with any state, county, or municipality or agency or department thereof (e.g., as a result of property occupancy, loan default, or ownership), Purchaser shall, within the timeframe required under Applicable Requirements, notify such state, county, or municipality or agency or department thereof that Seller no longer has an interest in such property and take whatever steps are necessary to reflect Purchaser, the Investor with respect to such Serviced Mortgage Loan or other appropriate party as the party in interest with respect to such property. For the avoidance of doubt, without limiting the terms of the APA, in connection with any and all Serviced Mortgage Loans for which Purchaser does not take appropriate steps in accordance with this Section 3.12(c), any claims brought, judgments rendered, or liability assessed against Sellers which result from acts or omissions of Purchaser from and after the Servicing Transfer Date shall be considered Assumed Liabilities and any claims brought, judgments rendered or liability assessed against Purchaser which result from acts or omissions of Seller prior to the Servicing Transfer Date shall be considered to be Retained Liabilities.

### **Section 3.13 Servicing of REO Property.**

To the extent a Seller holds title to an REO Property solely as a nominee for the benefit of the owner of the related Serviced Mortgage Loan, with respect to each such REO Property, such Seller shall provide to Purchaser, on or prior to the applicable Servicing Transfer Date, a limited power of attorney or other form of corporate authorization reasonably acceptable to Purchaser and authorizing Purchaser to prepare, in the name and on behalf of such Seller, an original, executed, valid and enforceable, quit claim deed to Purchaser (or such other person required by Applicable Requirements) in recordable form.

### **Section 3.14 Serviced Mortgage Loans in Litigation.**

(a) Sellers have delivered to Purchaser a litigation report listing any legal actions concerning the Mortgage Servicing Rights, Serviced Mortgage Loans or ETS Contract Rights, including, without limitation, judgments, claims or demands involving foreclosures, bankruptcies, fraud and misrepresentation, contract and mortgage disputes, liens, title disputes, regulatory agency/fair lending, property condition, forfeiture, partition, easement, condemnation and eminent domain, probate, contested foreclosures, tax sale, mechanic's liens and stop notice claims. The Parties shall review such report and mutually determine, in good faith, the legal actions (or portion thereof) that relate to the Serviced Mortgage Loans, (such legal actions, excluding Seller Defendant Litigation (as defined below), are referred to herein, collectively, as the "Assumed Litigation"). Purchaser shall prosecute or defend the Assumed Litigation as successor servicer pursuant to the terms of the APA and the provisions set forth below; provided,

however, that Assumed Litigation shall not include any such legal action in which the opposing party is asserting only monetary claims against Sellers that is not otherwise asserted as a defense to a Default Action (defined below) (each, a “Seller Defendant Litigation”). For the avoidance of doubt, without limiting the terms of the APA, in connection with any and all Assumed Litigation, (i) any claims brought, judgments rendered, or liability assessed against Sellers which result from acts or omissions of the Purchaser from and after the applicable Servicing Transfer Date shall be considered Assumed Liabilities, and (ii) any claims brought, judgments rendered, or liability assessed against Purchaser, which results from acts or omissions of the Sellers prior to the applicable Servicing Transfer Date shall be considered to be Retained Liabilities in respect to which Purchaser shall have no liability whatsoever. For the further avoidance of doubt, Purchaser shall be solely liable for the costs and expenses of all Assumed Litigation as of the applicable Servicing Transfer Date except to the extent any Assumed Litigation entails the defense of a monetary claim asserted against Sellers that would give rise to a Retained Liability, in which case the Parties will confer in good faith to determine a reasonable allocation of costs and expenses to Seller for the defense of any such claim. In the event that, subsequent to the applicable Servicing Transfer Date, the Serviced Mortgagor (x) in any Assumed Litigation asserts any new claim or cause of action against any Seller, or (y) commences any new action against any Seller (including any Adversary Proceeding or contested matter in the Bankruptcy Case) (each, a “New Action”), Seller or Purchaser, as the case may be, shall provide prompt written notice to the other Party, and the Parties shall, in accordance with Section 3.14(a) hereof, meet and confer in good faith to determine whether such New Action continues an Assumed Litigation or constitutes a Seller Defendant Litigation. The terms of this Section 3.14, as applicable based on such determination, shall apply to any New Action.

(b) (i) Treatment of Uncontested Default Actions. With respect to any Assumed Litigation that is a Foreclosure, Eviction, or Title Action (collectively, “Default Actions”) in which a Seller is a party plaintiff and where the Serviced Mortgagor has not asserted counter claims to the Default Action (each, an “Uncontested Default Action”), Purchaser shall file (or cause to be filed) appropriate pleadings and other documents and instruments with the applicable court or other appropriate body within one hundred eighty (180) days after the applicable Servicing Transfer Date, requesting that Seller be removed as a party plaintiff to such Uncontested Default Action and substituting Purchaser, the Investor with respect to such Serviced Mortgage Loan or another appropriate party plaintiff (the “New Plaintiff”), as the real party-in-interest (the costs and expenses of any such filings shall be divided equally between Purchaser and Sellers, subject to the Purchaser Payment Cap). Notwithstanding the foregoing, Purchaser shall not be required to seek substitution of the New Plaintiff for a Seller as the party plaintiff in any Uncontested Default Action (A) if doing so will require Purchaser to re-commence the Uncontested Default Action, (B) if, based on the advice of counsel prosecuting the Default Action on behalf of the Sellers, doing so will delay the ultimate resolution of the Uncontested Default Action by three (3) months or more, (C) if doing so is otherwise not legally permissible, (D) if the Uncontested Default Action concludes (e.g., via judgment, voluntary dismissal, involuntary dismissal, or otherwise) within one hundred eighty (180) days of the Servicing Transfer Date, or (E) with respect to any non-judicial Foreclosure that is an Uncontested Default Action. Purchaser shall provide Sellers with a monthly report of any Uncontested Default Actions for which Purchaser has determined that it will not request a New Plaintiff to be substituted for a Seller (including the basis for such determination) and those for which substitution of a New Plaintiff was not permitted.



(ii) Treatment of Contested Default Actions. With respect to any litigation (whether judicial or non-judicial) in which the Serviced Mortgagor has asserted or subsequently asserts claims or counter claims against a Seller (each, a “Contested Default Action”) that is not a Stayed Litigation (defined below), Purchaser shall not be required to take any action to request that Purchaser or any other Person be substituted for a Seller in such Contested Default Action (the “New Plaintiff/Defendant”) as the real party-in-interest; provided, however, that the Parties shall confer in good faith to determine whether substitution is reasonable and appropriate under the circumstances with respect to each Contested Default Action, taking into consideration the exceptions to substitution enumerated in Section 3.14(b)(i)(A)-(E). In the event the Parties agree (it being understood that the decision to enter into such an agreement shall be made only by joint agreement of the Purchaser and Sellers), that a Seller shall be removed as a party to such Contested Default Action and substituted by a New Plaintiff/Defendant, Purchaser shall file (or cause to be filed) appropriate pleadings and other documents and instruments with the applicable court or other appropriate body within one hundred eighty (180) days after the Servicing Transfer Date, requesting that Seller be removed as a party plaintiff to such Contested Default Action and substituting the New Plaintiff/Defendant, as the real party-in-interest (the costs and expenses of any such filings shall be divided equally between Purchaser and Sellers, subject to the Purchaser Payment Cap). To the extent any Contested Default Action entails the defense of a monetary claim asserted against Sellers that would give rise to a Retained Liability, the Parties will confer in good faith to determine a reasonable allocation of costs and expenses to Seller for the defense of any such claim and to provide reasonable assurances to Purchaser that Seller’s obligation to pay such costs and expenses will constitute an administrative claim in the Bankruptcy Case and that a satisfactory mechanism has been established to ensure that Purchaser will timely receive payment of such claim.

(iii) Treatment of Serviced Mortgagor Bankruptcy Cases. With respect to any Assumed Litigation where a Seller is a party in a contested matter or adversary proceeding in a case pending under the Bankruptcy Code (each, a “Bankruptcy Action”), in which the Serviced Mortgagor is a debtor or a co-debtor in a pending bankruptcy case or if the underlying Serviced Mortgaged Property is still property of the estate in a pending bankruptcy case as of the applicable Servicing Transfer Date, Purchaser shall file (or cause to be filed) appropriate pleadings and other documents and instruments with the applicable court within one hundred eighty (180) days after the Servicing Transfer Date, requesting that Seller be removed as a party to such Bankruptcy Action and substituting Purchaser, the Investor with respect to such Serviced Mortgage Loan or another appropriate party (the “New Party”), as the real party-in-interest (the costs and expenses of any such filings shall be divided equally between Purchaser and Sellers, subject to the Purchaser Payment Cap). Notwithstanding the foregoing, Purchaser shall not be required to request a New Party to be substituted for a Seller as the party in a Bankruptcy Action if (A) based on the advice of counsel representing the Sellers in the Bankruptcy Action, doing so will delay the ultimate resolution of the Bankruptcy Action by three (3) months or more, or (B) doing so is otherwise not legally permissible. To the extent a New Party is substituted as the real party-in-interest in any Bankruptcy Action, then, notwithstanding anything in Section 3.14(a)(i) or (ii) to the contrary, Purchaser shall also be required to seek substitution of Sellers with respect to any Default Action against a Serviced Mortgaged Property or in respect of a Serviced Mortgage Loan involved in such Bankruptcy Action. Purchaser shall provide Sellers with a monthly report of any Bankruptcy Actions for which Purchaser did not request a New