

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

Hearing Date: March 26, 2019  
Hearing Time: 2:00 p.m.

-----X  
In re:

RESIDENTIAL CAPITAL, LLC, et al.

Chapter 11  
Case No. 12-12020 (MG)

Debtors.

(Jointly Administered)

Case No. 12-12032  
-----X

**NOTICE OF MOTION SEEKING AN ORDER GRANTING RELIEF  
FROM THE AUTOMATIC STAY PURSUANT  
TO 11 U.S.C. §362(a) AND FEDERAL BANKRUPTCY RULE 4001**

**PLEASE TAKE NOTICE** that Wilmington Savings Fund Society, FSB, as trustee for Upland Mortgage Loan Trust A (“Movant”) seeks relief from the automatic stay as to the property located at 369-2 Philbrook Road Sanborton, NH 03269 (the “Premises”) and will move before the Honorable Martin Glenn, United States Bankruptcy Judge in the Courtroom located at the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, NY on March 26, 2019 at 2:00 p.m., or as soon thereafter as counsel may be heard, for an Order pursuant to Bankruptcy Rule 4001 and 11 U.S.C. §105(a) and 362(d) seeking relief from the automatic stay as to Movant’s interest in the Premises; waiving the fourteen (14) day automatic stay invoked pursuant to F.R.B.P. 4001(a)(3); and granting Movant such other and further relief as is just and proper.

**PLEASE TAKE FURTHER NOTICE**, that objections, if any, to the relief herein requested shall be in writing, shall state with particularity the grounds for the objection, shall be



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filed with the Clerk of the Bankruptcy Court and served upon, the undersigned counsel for the Movant seven (7) days prior to the return date and upon any other person whose interest would be affected if the objection is sustained.

Dated: Syosset, New York  
March 6, 2019

Respectfully,

ROACH & LIN, P.C.

/s/ Tracy Schreiber-Banks

By: Tracy Schreiber-Banks, Esq.  
Attorneys for Secured Creditor  
Wilmington Savings Fund Society, FSB, as trustee for  
Upland Mortgage Loan Trust A  
6901 Jericho Turnpike, Suite 240  
Syosset, NY 11791  
(516) 938-3100 Ext.129

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

Hearing Date: March 26, 2019  
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In re:

**AFFIRMATION IN SUPPORT**

RESIDENTIAL CAPITAL, LLC, et al.

Chapter 11  
Case No. 12-12020 (MG)

Debtors.

(Jointly Administered)

Case No. 12-12032  
-----X

Tracy Schreiber-Banks, an attorney duly admitted to practice before this Court, affirms under penalty of perjury as follows:

I am associated with Roach & Lin, P.C., attorneys of record for Wilmington Savings Fund Society, FSB, as trustee for Upland Mortgage Loan Trust A (hereinafter "Applicant"). I have reviewed the file maintained by this office and based on the documents, pleadings, notes and other memoranda contained herein, I am familiar with the within proceedings

I make this affirmation in support of Applicant's motion seeking an Order: (i) terminating the automatic stay imposed by operation of 11 U.S.C. Section 362(a) as to the real property known as 369-2 Philbrook Road Sanbornton, NH 03269 (the "Premises"); (ii) waiving the fourteen (14) day stay invoked pursuant to F.R.B.P. 4001(a)(3); and (iii) granting Applicant such other and further relief as is just and proper.

The Bankruptcy Court has jurisdiction over this matter pursuant to 11 U.S.C. Section 1334. This is a core proceeding pursuant to 11 U.S.C. Section 157(b).

**BACKGROUND**

1. The Debtors (the "Debtor") filed a voluntary petition for relief under Chapter 11 of the U.S. Bankruptcy Code on May 14, 2012, at which time an Order directing Joint Administration of the Chapter 11 case of Residential Capital with case number 12-12031 was also issued by this Court.

2. On April 6, 2012, a note evidencing a debt of \$180,000.00 was executed by Jennifer Cawleti and Henry Audet to Ally Bank Corporation. Jennifer Cawleti and Henry Audet also executed a mortgage to Mortgage Electronic System Registrations, Inc. as nominee for Ally Bank Corporation in the amount of \$180,000.00. (See **Exhibit "A"** for copy of the Blank Endorsed Note and Recorded Mortgage). Said note and mortgage were subsequently transferred to Applicant. (See **Exhibit "B"** for copy of the Assignments of Mortgage.)

3. The subject mortgage is currently in default under the Note and Mortgage for the installments due on August 1, 2014 and each payment due thereafter. As of February 28, 2019, the approximate amount due Movant was \$236,335.36.

4. Although the Debtor is in default, Movant is stayed from initiating foreclosure proceedings due to the impending bankruptcy case.

**DEBTOR HAS NO EQUITY IN THE SUBJECT PREMISES AND  
SAID PREMISES IS NOT NECESSARY TO AN EFFECTIVE REORGANIZATION.  
THE AUTOMATIC STAY MUST THEREFORE, BE VACATED AS TO APPLICANT.**

5. Pursuant to Section 362(d)(2) of the Bankruptcy Code, the Court shall grant relief from the automatic stay and allow a creditor to take acts against real property where the Debtor does not have any equity in such property and such property is not necessary to an effective

reorganization. See 11 U.S.C. §362(d)(2)(A) and (B).

6. In the instant case, Applicant is entitled to relief from stay because the Debtor herein clearly does not have any equity in the subject premises and said premises is not necessary to an effective reorganization.

7. A foreclosure title search of the subject Premises revealed that aside from the first mortgage held by Applicant in the approximate sum of \$236,335.36, there is also a second mortgage on the Premises held by GMAC Mortgage USA Corporation in the approximate amount of \$48,400.00 totaling \$284,735.36 in liens against the Premises. (See **Exhibit "C"** for copy of the foreclosure title search.

8. Annexed hereto as **Exhibit "D"** is a copy of Applicant's Brokers Price Opinion which values the subject premises at approximately \$225,000.00. Thus, based on the foregoing, there is clearly no equity left in the Premises to adequately protect Applicant for the duration of the case since the liens against the Premises far outweigh the value of the subject Premises.

9. The estate would be better off if it were rid of this additional burden because as the total indebtedness owed Applicant continues to accrue, the extent of the proceeds available to other creditors after a potential foreclosure sale continues to diminish. Upon information and belief, and based upon the fair market value of the property, the disposition costs and exemptions thereon, the Debtors have no non-exempt equity in the premises sought to be foreclosed.

10. It should be noted that Applicant intended to enter into a Stipulation of Settlement Vacating the Automatic Stay with Debtor's counsel. However, after providing Debtor's counsel with documentation and verification of our lien position as requested, we have yet to receive the Stipulation thereby forcing us to bring the instant motion. With that being said, clearly the Premises

is not necessary to an effective reorganization if Debtor's counsel is agreeing to vacatur of the automatic stay.

11. Based on the foregoing, it is respectfully submitted that good cause exists to vacate the automatic stay of 11 U.S.C. §362 to allow Applicant to maintain a foreclosure action on its mortgage and it is further requested that this Court waive the fourteen (14) day stay invoked pursuant to F.R.B.P. 4001(a)(3) so Applicant may immediately commence and/or resume the foreclosure proceedings.

**WHEREFORE**, Applicant respectfully requests an Order of this Court be granted: (i) vacating the automatic stay by virtue of 11 U.S.C. Section 362 so as to allow Movant to resume its action to foreclose on the subject Premises; (ii) waiving the fourteen (14) day stay invoked pursuant to F.R.B.P. 4001(a)(3); and (iii) for such other and further relief as the Court may deem just and proper.

Dated: Syosset, New York  
March 6, 2019

Respectfully,

ROACH & LIN, P.C.

/s/Tracy Schreiber-Banks

By: Tracy Schreiber-Banks, Esq.

Attorneys for Secured Creditor

Wilmington Savings Fund Society, FSB, as trustee for

Upland Mortgage Loan Trust A

6901 Jericho Turnpike, Suite 240

Syosset, NY 11791

(516) 938-3100 Ext.129

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(Jointly Administered)

Case No. 12-12032

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**ORDER MODIFYING THE AUTOMATIC STAY**

Upon the motion dated March 6, 2019 (the “Motion”) of Wilmington Savings Fund Society, FSB, as trustee for Upland Mortgage Loan Trust A (the “Movant”) for an Order: (i) terminating the automatic stay imposed by operation of 11 U.S.C. Section 362(a); (ii) waiving the fourteen (14) day automatic stay invoked pursuant to F.R.B.P. 4001(a)(3); and (iii) granting Movant such other and further relief as is just and proper, and under the circumstances of this case and due and proper notice of the Motion having been made on all necessary parties; and the Court having held a hearing (the “Hearing”) on March 26, 2019 at 2:00 p.m. and there being no opposition to the Motion; and upon all the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefore, it is hereby

**ORDERED** that the Motion is granted as provided herein; and it is further

**ORDERED** that the Automatic Stay imposed in this case by operation of 11 U.S.C. Section 362(a) is hereby vacated under 11 U.S.C. Section 362 (d)(1) and (d)(2) of the Bankruptcy Code so as allow Movant, its successors and/or assigns, to commence and/or continue with foreclosure proceedings with respect to the real property located at 369-2 Philbrook Road

Sanbornton, NH 03269; and it is further

**ORDERED** that the stay invoked pursuant to F.R.B.P. 4001(a)(3) is waived and this order is effective upon the signing of this Order.

Dated: \_\_\_\_\_, 2019  
                    , New York

\_\_\_\_\_  
Honorable Martin Glenn  
United States Bankruptcy Judge

**EXHIBIT "A"**

## NOTE

April 6, 2012 Sanbornton  
[Date]

[City]

NH

[State]

369-2 Philbrook Rd, Sanbornton, NH 03269

[Property Address]

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 180,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Ally Bank Corp.

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 4.500 %.

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 First day of each month beginning on June 1, 2012. 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 May 1, 2042, 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 P.O. Box 79135, Phoenix, AZ 85062-9135

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. \$ 912.03

### 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

#### 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 Fifteen 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 5.000 % of my overdue payment of principal and interest. 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. 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:

If all or any part of the Property or any Interest in the Property 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 require immediate payment in full of all sums secured by this 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 given in accordance with Section 15 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 this Security Instrument without further notice or demand on Borrower.

**11. ATTORNEYS' FEES**

Pursuant to New Hampshire Revised Statutes Annotated Section 361-C:2, in the event that Borrower shall prevail in (a) any action, suit or proceeding, brought by Lender, or (b) an action brought by Borrower, reasonable attorneys' fees shall be awarded to Borrower. Further, if Borrower shall successfully assert a partial defense or set-off, recoupment or counterclaim to an action brought by Lender, a court may withhold from Lender the entire amount or such portion of its attorneys' fees as the court shall consider equitable.

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

  
Jennifer Caweltt

(Seal)  
-Borrower

  
Henry Audet

(Seal)  
-Borrower


(Seal)  
-Borrower

(Seal)  
-Borrower

[Sign Original Only]

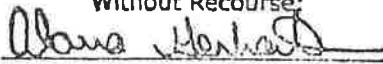
☐ Refer to the attached *Signature Addendum* for additional parties and signatures.

Pay to the order of  
GMAC Mortgage, LLC  
Without Recourse:

  
Edward Muscovitch, Assistant Secretary  
Ally Bank Corp., f/k/a GMAC Bank

Pay to the order of

Without Recourse:

  
Alana Gerhart, Authorized Officer  
GMAC Mortgage, LLC f/k/a  
GMAC Mortgage Corporation

Doc # 1203929 Apr 13, 2012 10:34 AM  
Book 2766 Page 0385 Page 1 of 17  
Register of Deeds, Belknap County



*Barbara R. Luther*

Return To:  
LSI-LPS  
East Recording Solutions  
700 Cherrington Parkway  
Coraopolis, PA 15108

Prepared By:  
John Doumaux  
1100 Virginia Drive  
Fort Washington, PA 19034

[Space Above This Line For Recording Data]

## MORTGAGE

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated 04/06/2012 together with all Riders to this document.

(B) "Borrower" is Henry Audet and Jennifer Cawelti, husband and wife

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

04/06/2012 10:35am

NEW HAMPSHIRE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3030 1/01

VMP-6A(NH) (0810)

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Initials: *je*

VMP Mortgage Solutions, Inc.



(D) "Lender" is Ally Bank Corp.

Lender is a Bank Chartered  
organized and existing under the laws of Utah  
Lender's address is 1100 Virginia Drive, Fort Washington, PA 19034

(E) "Note" means the promissory note signed by Borrower and dated 04/06/2012  
The Note states that Borrower owes Lender One Hundred Eighty Thousand

Dollars

(U.S. \$180,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic  
Payments and to pay the debt in full not later than May 1, 2042

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the  
Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges  
due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following  
Riders are to be executed by Borrower [check box as applicable]:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider   |
| <input type="checkbox"/> VA Rider              | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Other(s) [specify] |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations,  
ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final,  
non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other  
charges that are imposed on Borrower or the Property by a condominium association, homeowners  
association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by  
check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic  
instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit  
or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller  
machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse  
transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid  
by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i)  
damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the  
Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the  
value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on,  
the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the  
Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its  
implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to  
time, or any additional or successor legislation or regulation that governs the same subject matter. As used

04/06/2012 10:35am

in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS with mortgage covenants, and with power of sale, the following described property located in the County of Belknap

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]  
The Assessor's Parcel Number (Property Tax ID#) for the Real Property is  
SANB M:018 B:031. See Attached Legal Description

Parcel ID Number: SANB M:018 B:031  
369-2 Philbrook Rd  
Sanbornton  
("Property Address"):

which currently has the address of  
[Street]  
[City], New Hampshire 03269 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

NEW HAMPSHIRE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS  
VMP-6A(NH) 108101

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Initials: *[Signature]*

04/06/2012 10:35am

Form 3030 1/01

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be

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in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

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lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

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attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

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(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the 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 Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "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 the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property 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 require immediate payment in full of all sums secured by this 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 given in accordance with Section 15 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 this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

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requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

04/06/2012 10:35am

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the STATUTORY POWER OF SALE and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the STATUTORY POWER OF SALE, Lender shall mail copies of a notice of sale in the manner provided by Applicable Law to Borrower and other persons prescribed by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender shall deliver to the purchaser Lender's deed conveying indefeasible title to the Property, discharged of all rights of redemption by Borrower. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**23. Discharge.** The Lender, within 60 days after this Security Instrument is satisfied and having reasonable charges tendered to the Lender, shall cause the discharge of this Security Instrument to be recorded in the registry of deeds where the Property lies. The recording fees associated with the discharge of this Security Instrument may be charged to the Borrower, if the Borrower received written disclosure that such fees would be so charged. The Lender shall provide written confirmation of the discharge within the 60-day period to the payor of the final payment in satisfaction of this Security Instrument.

**24. Releases.** Borrower, and Borrower's spouse, if any, release all rights of homestead in the Property and release all rights of curtesy and other interests in the Property.

**25. Attorneys' Fees.** Pursuant to New Hampshire Revised Statutes Annotated Section 361-C:2, in the event that Borrower shall prevail in (a) any action suit or proceeding, brought by Lender, or (b) an action brought by Borrower, reasonable attorneys' fees shall be awarded to Borrower. Further, if Borrower shall successfully assert a partial defense or set-off, recoupment or counterclaim to an action brought by Lender, a court may withhold from Lender the entire amount or such portion of its attorneys' fees as the court shall consider equitable.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Jennifer Cawelti (Seal)  
-Borrower

\_\_\_\_\_  
Henry Audet (Seal)  
-Borrower

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

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

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

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

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

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

04/06/2012 10:35am

NEW HAMPSHIRE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

VMP 6A(NH) 108101

Page 14 of 15

Form 3030 1/01

STATE OF NEW HAMPSHIRE  
(County) of Belknap

This instrument was acknowledged before me on April 6, 2012  
Henry Audet and Jennifer Cawelti, husband and wife

by

(Seal, if any)



*Karlene M. Savage*  
(Signature of Notarial Officer)

*Notary Public*  
Title (and rank)

My Commission Expires: *01/16/2013*

Order No.:  
Loan No.:

### **Exhibit A**

The following described property:

Two (2) certain tracts or parcel of land, together with the buildings thereon, situated in the Town of Sanbornton, County of Belknap, State of New Hampshire bounded and described as follows:

#### **Tract I**

Beginning at the Northwesterly corner of land formerly of Bilodeau; thence westerly bounding on land formerly owned by Richardson 204; thence southerly 65 feet; thence easterly 181 feet to land formerly of Bilodeau; thence northerly along land of said Bilodeau 65 feet to point begun at. Meaning to convey the northeast corner of land now or formerly of Braley. Granting a right of way across land now or formerly of said Braley to the highway described as follows:

Beginning at the northwesterly corner of said land going westerly along land formerly owned by Richardson to the highway.

#### **Tract II**

Beginning at an iron pin driven in the ground by a stone dividing land formerly of Greenfield and land formerly of a Richardson, now of Ernest Woodman, 187 feet 4 1/4 inches, more or less, from the easterly side of said road; thence running in an easterly direction along said wall 28 feet, more or less, to an iron pin driven in the ground at the northwesterly corner of land deeded by Braley to Peaslee, dated July 1, 1937, recorded in the Belknap County registry of Deed, Book 237, Page 422; thence turning and running southerly along said Peaslee land and partly along a wire fence 65 feet to an iron pin driven in the ground; thence turning and running easterly 181 feet along said Peaslee land and a wire fence to an iron pin driven in the ground at the Southeasterly corner of said Peaslee land; thence turning and running Southerly along land formerly of Bilodeau, now of Lakes Milling Lumber Co. and the remains of a stone and wire fence 122 feet to an iron pin in the ground at the corner of a wall; thence turning and running westerly along stone wall and wire fence and land formerly of Bilodeau, now of Tilton, 205 feet to an iron pin in said wall; thence turning and running about northerly along land retained by Emma A. Greenfield 175 feet, more or less, to the point of beginning.

Together with a right to pass and repass from said highway on foot or by vehicle across land of the said Greenfield along the northerly side of Greenfield's property, and subject to a similar right of way deeded to Peaslee and included in the conveyance above referred to.

Assessor's Parcel No: SANB M:018 B:031

**EXHIBIT "B"**

Doc # 1409860 Oct 24, 2014 1:17 PM  
Book 2938 Page 0747 Page 1 of 1  
Register of Deeds, Belknap County

When Recorded Return To:  
Indecomm Global Services  
2926 Country Drive  
St. Paul, MN 55117

Prepared By:  
Pravallika Konacalli  
Indecomm Global Services  
2926 Country Drive  
St. Paul, MN 55117

Unofficial Document Unofficial Document

### Assignment of Mortgage

Date: October 20, 2014

For value received Mortgage Electronic Registration Systems, Inc. ("MERS"), as designated nominee for Ally Bank Corp., beneficiary of the security instrument, its successors and assigns, P.O. Box 2026, Flint, MI 48501-2026, the undersigned hereby grants, assigns and transfers to Ocwen Loan Servicing, LLC, 1651 Worthington Road, Suite 100, West Palm Beach, FL 33409, all beneficial interest under a certain Mortgage dated April 6, 2012 executed by HENRY AUDET AND JENNIFER CAWELTI, HUSBAND AND WIFE and recorded in Book 2768 on Page(s) 0385 as Document Number 1203929 on April 13, 2012 of real estate records for the County of Belknap, New Hampshire.

Mortgage Electronic Registration Systems, Inc.  
("MERS"), as designated nominee for Ally Bank  
Corp., beneficiary of the security instrument, its  
successors and assigns

By:

*Marcy Kay Koopman*  
Marcy Kay Koopman,  
Assistant Secretary

STATE OF Minnesota

COUNTY Ramsey

On October 20, 2014 before me, Pang Mee Yang, Notary Public in and for said State personally appeared Marcy Kay Koopman, Assistant Secretary of Mortgage Electronic Registration Systems, Inc. ("MERS"), as designated nominee for Ally Bank Corp., beneficiary of the security instrument, its successors and assigns, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal.



*Pang Mee Yang*  
Pang Mee Yang, Notary Public  
My Commission expires: January 31, 2017

Doc # 1506724 Jul 18, 2015 2:23 PM  
Book 2960 Page 0988 Page 1 of 1  
Register of Deeds, DeKalb County  
*John W. D. Smith*

Unofficial Document

Recording Requested By  
OWEN LOAN SERVICES, LLC

When Recorded Return To:  
OWEN LOAN SERVICES, LLC  
240 TECHNOLOGY DRIVE  
ICAWO FALLS, ID 83401

CORPORATE ASSIGNMENT OF MORTGAGE

DeKalb, New Hampshire  
SELLER'S SERVICING  
SELLER'S LENDER ID# 01401  
OLD SERVICING

Assigned: March 2013  
Assignor: OWEN LOAN SERVICES, LLC (1001 WASHINGTON RD, SUITE 100, WEST PALM BEACH, FL 33409)  
Assignee: FEDERAL HOME LOAN MORTGAGE CORPORATION (1000 JONES BRANCH DRIVE, MCLEAN, VA 22102-3110)

Created by: HEAVY AJDET AND JENNIFER CAWELTI, HUSBAND AND WIFE TO: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS), SOLELY AS AGENT FOR ALLY BANK CORP. ITS SUCCESSORS AND/OR ASSIGNS  
Date of Mortgage: 04/05/2013 Recorded: 04/13/2013 in Book/Rev/Lid: 2708 Page/Folio: 0085 as Instrument No. 1201922 in the County of DeKalb, State of New Hampshire

Property Address: 380-2 PHILIPPOUR RD, SABBODWORTH, NH 03269

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above named Assignee, the 1982 Mortgage having an original principal sum of \$150,000.00 with interest, secured thereby, and the 3/28 benefit of all the payments and all the payments and proceeds thereon, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Mortgage.

TO HAVE AND TO HOLD the same unto the said Assignee, and the heirs, assigns and assigns thereof, subject to the terms contained in said Mortgage.

OWEN LOAN SERVICES, LLC  
On MAR 27 2015  
*Tick Poulton*  
By Tick Poulton authorized  
Sign

STATE OF New Hampshire  
COUNTY OF DeKalb

On MAR 27 2015 before me, Karen Smith, a Notary Public in and for the State of New Hampshire, personally appeared Tick Poulton, Authorized to sign, 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, and that he/she/they are the person(s) or the entity whose name is subscribed to the within instrument, and acknowledged the instrument.

WITNESS my hand and official seal.

*Karen Smith*  
Karen Smith  
Notary Expires 6-10-17

KAREN SMITH  
COMMISSION NO. 78484  
BY COMMISSION EXPIRES  
JUNE 10, 2017

(THIS SPACE FOR NOTARIAL SEAL)

\*\*\*\*\*NOTARIAL USE ONLY\*\*\*\*\*  
NOTARY STATE: NH, INSTRUMENT TYPE: ASSIGNMENT

Unofficial Document

4

Doc # 1508885 Sep 10, 2015 11:25 AM  
Book 2991 Page 0025 Page 1 of 1  
Register of Deeds, Belknap County

Unofficial Document

When Recorded Return To:  
Indecomm Global Services  
As Recording Agent Only  
1260 Energy Lane  
St. Paul, MN 55108

Prepared By:  
Dinesh Malliga  
1260 Energy Lane  
ST Paul, MN 55108

Unofficial Document Assignment of Mortgage Unofficial Document

Dated: September 3, 2015

For value received Owen Loan Servicing, LLC, 1561 Worthington Road, Suite 100, West Palm Beach, FL 33409, the undersigned hereby grants, assigns and transfers to Residential Credit Solutions, Inc., 4706 Mercantile Drive, Fort Worth, TX 76137, all beneficial interest under a certain Mortgage dated April 8, 2012 executed by HENRY AUDET AND JENNIFER CAWELTI, HUSBAND AND WIFE and recorded in Book 2766 on Page(s) 0385 as Document Number 1203929 on April 13, 2012 of real estate records for the County of Belknap, New Hampshire.

Owen Loan Servicing, LLC  
By: *Elizabeth Richardson*  
Elizabeth Richardson,  
Assistant Secretary

STATE OF Minnesota )  
COUNTY Hennepin ) SS

On September 3, 2015 before me, Randy Kiko Chon, Notary Public in and for said State personally appeared Elizabeth Richardson, Assistant Secretary of Owen Loan Servicing, LLC, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument she executed the same on behalf of which the person acted, executed the instrument. WITNESS my hand and official seal.

Unofficial Document

Randy Kiko Chon, Notary Public  
My Commission expires: January 31, 2017



**BK 03092 PG 00506**

Unofficial Document

Unofficial Document

Prepared by and Return To:

Jordyn Carney

Ditech Financial LLC

EX-NTG

2100 E. Elliot Road

Mall Stop T330

Tempe, AZ 85284

(868) 315-8733

Unofficial Document

Unofficial Document

Unofficial Document

**ASSIGNMENT OF MORTGAGE**

Account #:

PIN #:

SANB M: 018 B: 031

FOR VALUE RECEIVED, the undersigned holder of a Mortgage (herein "Assignor") whose address is c/o 2100 E. Elliot Road Tempe, AZ. 86284, does hereby grant, sell, assign, transfer and convey, unto Ditech Financial LLC, whose address is 2100 E. Elliot Road, T-314, Tempe, AZ. 86284 its successor and assigns, all its right, title and interest in and to a certain Mortgage described below and obligations therein described, the money due and to become due thereon with interest, and all rights accrued or to accrue under such Mortgage.

Executor:

Date Executed:

Amount:

Recorded Date

Book/Page/Instrument

Number:

County:

State:

Henry Audet and Jennifer Cawelli, husband and wife

April 8, 2012

\$180,000.00

April 13, 2012

Book 2766, Page 0385, Document # 1203829

Seknap

NH

TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on: December 22, 2012

Unofficial Document

Unofficial Document

BK 03092 PG 00507

Unofficial Document

Unofficial Document

Dawn Beverly  
Witness: Dawn Beverly

Federal Home Loan Mortgage Corporation

BY: [Signature]  
Name: Lamika Parker  
Title: Assistant Treasurer

Unofficial Document  
Witness: Timya Callahan

Unofficial Document

State of Virginia

County of Fairfax

On 12/23/16, before me, the undersigned, personally appeared Lamika Parker, Assistant Treasurer for Federal Home Loan Mortgage Corp., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument and that such individual made such appearance before the undersigned in the City of Fairfax, State of Virginia.

[Signature]  
Notary Public

Angela Renee Wright  
Notary Public  
Reg# 7578308  
Commonwealth of Virginia  
Commission Exp. 2/28/17

Unofficial Document

Unofficial Document

Unofficial Document

Unofficial Document

BK 03092 PG 00508

Exhibit "A"

Unofficial Document Unofficial Document

The following described property:

Two (2) certain tracts or parcel of land, together with the buildings thereon, situated in the Town of Sanbornton, County of Belknap, State of New Hampshire bounded and described as follows:

Tract I

Beginning at the Northwestern corner of land formerly of Blodreau; thence westerly bounding on land formerly owned by Richardson 204; thence southerly 65 feet; thence easterly 181 feet to land formerly of Blodreau; thence northerly along land of said Blodreau 65 feet to point begun at. Meaning to convey the northeast corner of land now or formerly of Braley. Granting a right of way across land now or formerly of said Braley to the highway described as follows:

Beginning at the northwesterly corner of said land going westerly along land formerly owned by Richardson to the highway.

Tract II

Beginning at an iron pin driven in the ground by a stone dividing land formerly of Greenfield and land formerly of a Richardson, now of Ernest Woodman, 187 feet 4 1/4 inches, more or less, from the easterly side of said road; thence running in an easterly direction along said wall 28 feet, more or less, to an iron pin driven in the ground at the northwesterly corner of land deeded by Braley to Peaslee, dated July 1, 1937, recorded in the Belknap County registry of Deeds, Book 237, Page 422; thence turning and running southerly along said Peaslee land and partly along a wire fence 65 feet to an iron pin driven in the ground; thence turning and running easterly 181 feet along said Peaslee land and a wire fence to an iron pin driven in the ground at the Southeast corner of said Peaslee land; thence turning and running southerly along land formerly of Blodreau, now of Lakes Milling Lumber Co. and the remains of a stone and wire fence 122 feet to an iron pin in the ground at the corner of a wall; thence turning and running westerly along stone wall and wire fence and land formerly of Blodreau, now of Tilton, 205 feet to an iron pin in said wall; thence turning and running about northerly along land retained by Emma A. Greenfield 175 feet, more or less, to the point of beginning.

Together with a right to pass and repose from said highway on foot or by vehicle across land of the said Greenfield along the northerly side of Greenfield's property, and subject to a similar right of way deeded to Peaslee and included in the conveyance above referred to.

Assessor's Parcel No: SANB M1018 M1031

WHEN RECORDED MAIL TO:

Korde & Associates, P.C.

900 Chelmsford Street

Suite 3102

Lowell, MA 01851

**CORPORATION ASSIGNMENT OF DEED OF TRUST/MORTGAGE**

FOR VALUE RECEIVED, DITECH FINANCIAL, LLC, THE UNDERSIGNED HEREBY  
GRANTS, ASSIGNS AND TRANSFERS TO:

**WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE FOR UPLAND MORTGAGE  
LOAN TRUST A**

Whose address is: c/o Carrington Mortgage Services, LLC, 1600 South Douglass Road,  
Suite 200-A, Anaheim, California 92806

ALL RIGHT, TITLE AND INTEREST IN THAT CERTAIN MORTGAGE DATED APRIL 6, 2012  
EXECUTED BY: Henry Audet and Jennifer Cawelli

Said Mortgage is recorded in Belknap County Registry of Deeds in Book 2766, Page 385

LEGAL DESCRIPTION AS DESCRIBED ON MORTGAGE REFERRED TO THEREIN

Property Address: 369-2 Philbrook Road, Sanbornton, NH 03269

TOGETHER WITH THE NOTE OR NOTES THEREIN DESCRIBED OR REFERRED TO, THE  
MONEY DUE AND TO BECOME DUE THEREON WITH INTEREST, AND ALL RIGHTS  
ACCRUED OR TO ACCRUE UNDER SAID DEED OF TRUST/MORTGAGE.

DATED: SEP 27 2018

Ditech Financial, LLC

By: Carrington Mortgage Services, LLC

Its: Attorney in Fact

BY: [Signature]

TITLE: [Signature]

For authority see Power of Attorney recorded herewith

**Justin Covington, Director Special Servicing  
for Carrington Mortgage Services, LLC Attorney in Fact**

STATE OF: \_\_\_\_\_  
COUNTY OF: \_\_\_\_\_

ON \_\_\_\_\_ BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC  
PERSONALLY APPEARED \_\_\_\_\_ OF DITECH  
FINANCIAL, LLC 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 IN THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT  
HE/SHE/HEY 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 THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE  
INSTRUMENT, IT BEING THEIR FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL:

SIGNATURE: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA ALL – PURPOSE

## CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On SEP 27 2018

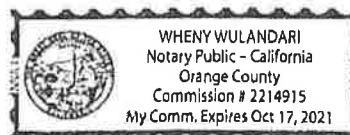
before me, Wheny Wulandari, Notary Public, personally appeared, Justin Covington, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)



### ADDITIONAL OPTIONAL INFORMATION

#### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

(Additional information)

#### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)  
☐ Corporate Officer

(Title)

- ☒ Partner(s)  
☒ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

#### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage at any time printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California is a continuing the authorized capacity of the notary. Please check the document carefully for proper notary wording and attach our form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they is one) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, or seal is a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

**EXHIBIT "C"**

# CARRINGTON

TITLE SERVICES

Order Number: 101-10003380 - 2 Owner Search

Search Date: 08/29/2017

Effective Date: 08/23/2017

## Customer Information

Customer Name: JENNIFER CAWELTI  
Property Address: 369 -2 PHILBROOK ROAD, SANBORNTON, NH 03269  
LOT: , BLOCK:  
County: BELKNAP

## Title Vested In

Title Vested In: HENRY AUDET AND JENNIFER CAWELTI, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP

## Deed Information

Grantee: HENRY AUDET AND JENNIFER CAWELTI, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP  
Grantor: BRIAN S. BURBACH AND LAURA B. BURBACH, F/K/A LAURA B. FALARDEAU, HUSBAND AND WIFE  
Dated: 07/12/2007  
Recorded: 07/13/2007  
Book: 2423 Page: 754 Clerk's File Year: 2007 No: 0710646  
Comments:

Grantee: BRIAN S. BURBACH AND LAURA B. FALARDEAU  
Grantor: CITIBANK, N.A. AS TRUSTEE FOR REGISTERED HOLDERS OF MERRILL LYNCH MORTGAGE INVESTORS, INC., SERIES 1999-H1 A CORPORATION  
Dated: 02/10/2005  
Recorded: 03/04/2005  
Book: 2147 Page: 126 Clerk's File Year: 2005 No:  
Comments:

Legal Description: See Attached Exhibit "A"

## Tax Information

Tax Year:  
Taxing Authority:  
Gross Amount:  
Next Due Date:  
Tax ID: 18/031  
Status:

Comments: FISCAL YEAR 2017 FIRST HALF DUE JULY 11, 2017 \$2,211.00 PAID, SECOND HALF TO BE DETERMINED

INFORMATION OBTAINED VERBALLY. THERE IS NO TAX BILL AVAILABLE TO UPLOAD.

## Assessment Information

Land: \$59,400.00 Building/Improvements: \$127,700.00 Assessed Value: \$1,871,000.00

**Mortgage Information**

Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. FOR ALLY BANK CORP.  
Mortgagor: HENRY AUDET AND JENNIFER CAWELTI, HUSBAND AND WIFE  
Amount: \$180,000.00  
Trustee: N/A  
Dated: 04/06/2012  
Recorded: 04/13/2012  
Open Ended: NO  
Book: 2766 Page: 385 Clerk's File Year: 2012 No: 1203929  
Assigned to: DITECH FINANCIAL LLC Recorded: 03/06/2017  
Book: 3092 Page: 505 Clerk's File Year: 2017 No: 1702184  
Maturity Date: 05/01/2042  
Comments: ASSIGNMENT OF MORTGAGE FROM MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS DESIGNATED NOMINEE FOR ALLY BANK CORP., TO OCWEN LOAN SERVICING, LLC, IN BOOK 2938, PAGE 0747, RECORDED ON 10/24/2014.

CORPORATE ASSIGNMENT OF MORTGAGE FROM OCWEN LOAN SERVICING, LLC. TO FEDERAL HOME LOAN MORTGAGE CORPORATION, IN BOOK 2980, PAGE 0988, RECORDED ON 07/16/2015.

ASSIGNMENT OF MORTGAGE FROM OCWEN LOAN SERVICING, LLC. TO RESIDENTIAL CREDIT SOLUTIONS, INC., IN BOOK 2991, PAGE 0025, RECORDED ON 09/10/2015.

Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. FOR GMAC MORTGAGE, LLC, A DELAWARE LIMITED LIABILITY COMPANY F/K/A GMAC MORTGAGE CORPORATION  
Mortgagor: HENRY AUDET AND JENNIFER CAWELTI, HUSBAND AND WIFE  
Amount: \$48,400.00  
Trustee: N/A  
Dated: 07/12/2007  
Recorded: 07/13/2007  
Open Ended: NO  
Book: 2423 Page: 777 Clerk's File Year: 2007 No:  
Assigned to: Recorded:  
Book: Page: Clerk's File Year: No:  
Maturity Date: 07/11/2022  
Comments: SUBORDINATION AGREEMENT MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., TO ALLY BANK CORP., IN BOOK 2766, PAGE 0402, RECORDED ON 04/13/2012.

**Names Searched**

JENNIFER CAWLETI, JENNIFER AUDET, HENRY AUDET, BRIAN S BURBACH, LAURA B BURBACH, LAURA B FALARDEAU

**Judgment and Lien Information**

NONE

Comments: NO PLAN AVAILABLE

FIND NO RELEASE FOR MORTGAGES REPORTED

GENERAL LIENS FOUND: NONE

FEDERAL LIENS FOUND: NONE

COUNTY UCC FOUND: NONE

JUDGMENTS FOUND: NONE

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EXHIBIT A (Legal Description)

**THE FOLLOWING:**

**TWO (2) CERTAIN TRACTS OR PARCELS OF LAND, TOGETHER WITH THE BUILDINGS THEREON, SITUATED IN THE TOWN OF SANBORNTON, COUNTY OF BELKNAP, STATE OF NEW HAMPSHIRE BOUNDED AND DESCRIBED AS FOLLOWS:**

**TRACT I**

**BEGINNING AT THE NORTHWESTERLY CORNER OF LAND FORMERLY OF BILODEAU; THENCE WESTERLY BOUNDING ON LAND FORMERLY OWNED BY RICHARDSON 204 FEET; THENCE SOUTHERLY 65 FEET; THENCE EASTERLY 181 FEET TO LAND FORMERLY OF BILODEAU; THENCE NORTHERLY ALONG LAND OF SAID BILODEAU 65 FEET TO POINT BEGUN AT. MEANING TO CONVEY THE NORTHEAST CORNER OF LAND NOW OR FORMERLY OF BRALEY. GRANTING A RIGHT OF WAY ACROSS LAND NOW OR FORMERLY OF SAID BRALEY TO THE HIGHWAY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LAND GOING WESTERLY ALONG LAND FORMERLY OWNED BY RICHARDSON TO THE HIGHWAY.**

**TRACT II**

**BEGINNING AT AN IRON PIN DRIVEN IN THE GROUND BY A STONE WALL DIVIDING LAND FORMERLY OF GREENFIELD AND LAND FORMERLY OF A RICHARDSON, NOW OF ERNEST WOODMAN, 187 FEET 41/2 INCHES, MORE OR LESS, FROM THE EASTERLY SIDE OF SAID ROAD; THENCE RUNNING IN AN EASTERLY DIRECTION ALONG SAID WALL 28 FEET, MORE OR LESS, TO AN IRON PIN DRIVEN IN THE GROUND AT THE NORTHWESTERLY CORNER OF LAND DEEDED BY BRALEY TO PEASLEE, DATED JULY 1, 1937, RECORDED IN THE BELKNAP COUNTY REGISTRY OF DEEDS, BOOK 237, PAGE 422; THENCE TURNING AND RUNNING SOUTHERLY ALONG SAID PEASLEE LAND AND PARTLY ALONG A WIRE FENCE 65 FEET TO AN IRON PIN DRIVEN IN THE GROUND; THENCE**

**TURNING AND RUNNING EASTERLY 181 FEET ALONG SAID PEASLEE LAND AND A WIRE FENCE TO AN IRON PIN DRIVEN IN THE GROUND AT THE SOUTHEASTERLY CORNER OF SAID PEASLEE LAND; THENCE TURNING AND RUNNING SOUTHERLY ALONG LAND FORMERLY OF BILODEAU, NOW OF LAKES MILLING LUMBER CO. AND THE REMAINS OF A STONE AND WIRE FENCE 122 FEET TO AN IRON PIN IN THE GROUND AT THE CORNER OF A WALL; THENCE TURNING AND RUNNING WESTERLY ALONG STONE WALL AND WIRE FENCE AND LAND FORMERLY OF BILODEAU, NOW OF TILTON, 205 FEET TO AN IRON PIN IN SAID WALL; THENCE TURNING AND RUNNING ABOUT NORTHERLY ALONG LAND RETAINED BY EMMA A. GREENFIELD 175 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.**

**Tax ID: 18/031**

Property Location: 369 PHILBROOK RD #2 Vision ID: 1411 MAP ID: 18/031111 Bldg #: 1 of 1 Card 1 of 1 State Use: 1010 Print Date: 04/20/2017 11:22

CURRENT OWNER		TOPO.	UTILITIES	STRT/ROAD	LOCATION	CURRENT ASSESSMENT		1510 SANBORNTON, NH	
4	Rolling	5	Well	3	Unpaved	Code	Appraised Value	Assessed Value	
AUDET, HENRY						1010	113,000	113,000	
CRAWFELT, JENNIFER			6			1010	59,400	59,400	
369 PHILBROOK ROAD #2						1010	14,700	14,700	
SANBORNTON, NH 03569									
Additional Owners:									
SUPPLEMENTAL DATA									
Other ID: 001451									
ACCT # 1 005313									
ACCT # 2 000000									
ASSOC PID#									
GIS ID:									
RECORD OF OWNERSHIP									
AUDET, HENRY		24230754	07/12/2007	Q	1	242,333	00	187,100	
BUREBACH, BRIAN S		21470126	02/10/2005	U	1	162,000	37	187,100	
CITIBANK, N.A.		21420718	01/05/2005	U	1	0	51	187,100	
DU LAC, LUCIEN & ELIZABETH		14800411	07/17/1998	U	V	0	IN	187,100	
Total:						210,300		184,400	
Total:						210,300		184,400	
PREVIOUS ASSESSMENTS (HISTORY)									
Yr	Code	Assessed Value	Yr	Code	Assessed Value	Yr	Code	Assessed Value	
2008	1010	109,900	2005	1010	127,100	2004	1010	111,200	
2008	1010	85,400	2005	1010	42,300	2004	1010	29,800	
2008	1010	15,000	2005	1010	15,000	2004	1010	15,000	
Total: 187,100									
VISION									
APPRAISED VALUE SUMMARY									
Appraised Bldg. Value (Card)									
Appraised XF (B) Value (Bldg)									
Appraised OB (L) Value (Bldg)									
Appraised Land Value (Bldg)									
Special Land Value									
Total Appraised Parcel Value									
Valuation Method:									
Exemptions									
Adjustment:									
Net Total Appraised Parcel Value									
VISIT/CHANGE HISTORY									
Permit ID	Issue Date	Type	Date	IS	ID	CD	Purpose/Result		
	04/07/2015				CC	56	Field Review		
	02/10/2011				CC	56	Field Review		
	11/14/2007				BP	55	Sales Review		
	08/07/2003				FA	00	Mensur Listed		
BUILDING PERMIT RECORD									
Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments	
LAND LINE VALUATION SECTION									
Use	Zone ID	Front	Depth	Units	Unit Price	I. Factor	SA Disc	Acres	ST. Factor
1010 1 Family	COM			0.90 AC	74,965.00	1.1002	5	1.0000	1.00
Parcel Total Land Area: 0.9 AC									
Total Card Land Units: 0.90 AC									
Total Land Value: 59,400									

CONSTRUCTION DETAIL				CONSTRUCTION DETAIL (CONTINUED)			
Element	Description	Cd	Ch	Element	Description	Cd	Ch
01	Ranch						
01	Residential						
03	Average						
1	1 Story						
1	Occupancy						
25	Exterior Wall 1						
	Exterior Wall 2						
03	Roof Structure						
03	Roof Cover						
04	Interior Wall 1						
05	Interior Wall 2						
12	Interior Flr 1						
14	Interior Flr 2						
02	Heat Fuel						
04	Heat Type						
01	AC Type						
02	Total Bedrooms						
2	Total Bthrms						
0	Total Half Baths						
	Total Xtra Fixtrs						
5	Total Rooms						
02	Bath Style						
02	Kitchen Style						

OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)									
Code	Description	Sub	Unit Price	Yr	Gale	Dp Rl	Cnd	%Cnd	Apr Value
SPL2	POOL 16 VINI	L	648	27.00	2003	0	50	50	8,700
SHD2	SHD FR ELEC	L	192	13.00	2003	0	50	50	1,200
FSP	SCREEN HOUS	L	192	18.00	2003	0	50	50	1,700
SHD1	SHD FR BASIC	L	192	10.00	2003	0	50	50	1,000
PATIO	PATIO AVG	L	1,056	3.00	2003	0	50	50	1,600
DPL	DRIVE SMALL	L	1	500.00	2003	0	100	100	500
HRT	HEARTH	B	1	1,000.00	1990	1	100	100	700

BUILDING SUB-AREA SUMMARY SECTION						
Code	Description	Living Area	Gross Area	Eff. Area	Unit Cost	Undeprec. Value
BAS	First Floor	1,660	1,660	1,660	69.27	114,988
CRL	Crawl Space	0	0	396	0	0
FEM	Basement Finished	0	0	252	76	20.89
FGR	Garage Finished	0	0	396	139	24.31
UBM	Basement Unfinished	0	0	1,012	202	13.83
UST	Utility, Storage Unfinished	0	0	30	5	11.55
WDK	Deck Wood	0	0	254	25	6.82
	<b>Ttl Gross Livable Area:</b>	<b>1,660</b>	<b>4,000</b>	<b>2,107</b>		<b>155,952</b>

COST/MARKET VALUATION			
Code	Description	Percentage	
1010	1 Family	100	

COST/MARKET VALUATION			
Code	Description	Percentage	
Adj Base Rate:	69.27		
Net Other Adj:	145,952		
Replace Cost	10,000.00		
AYB	155,952		
EYB	1970		
Dep Code	1990		
Remodel Rating	G		
Year Remodeled	23		
Dep %	5		
Functional Obslnc	0		
External Obslnc	0		
Cost Trend Factor	1		
Condition	72		
% Complete	0		
Overall % Cond	112,300		
Apprais Val	0		
Dep % Ovr	0		
Dep Ovr Comment	0		
Misc Imp Ovr	0		
Misc Imp Ovr Comment	0		
Cost to Cure Ovr	0		
Cost to Cure Ovr Comment	0		

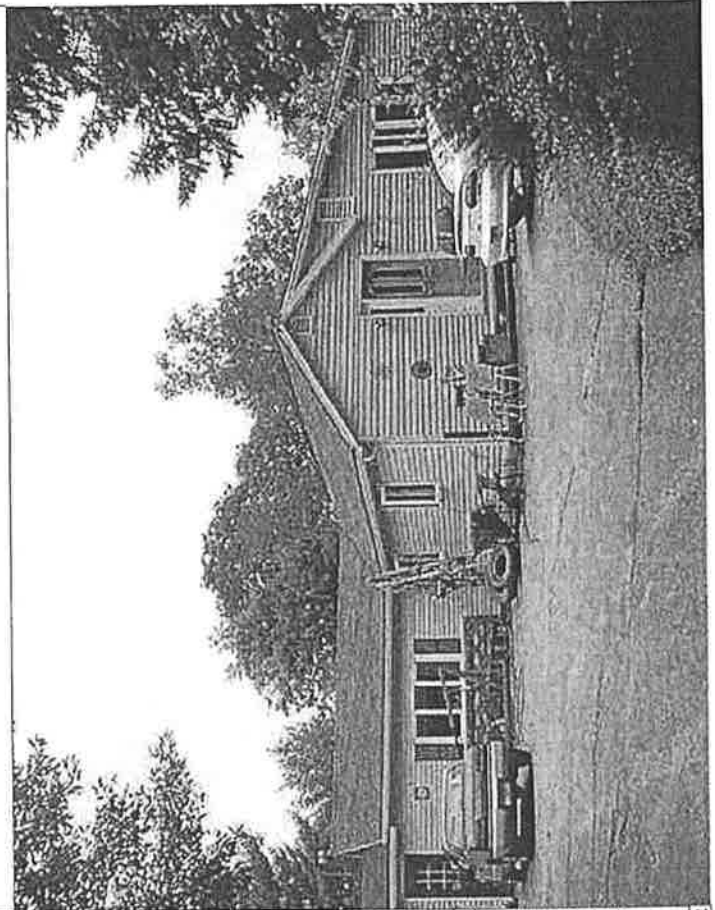
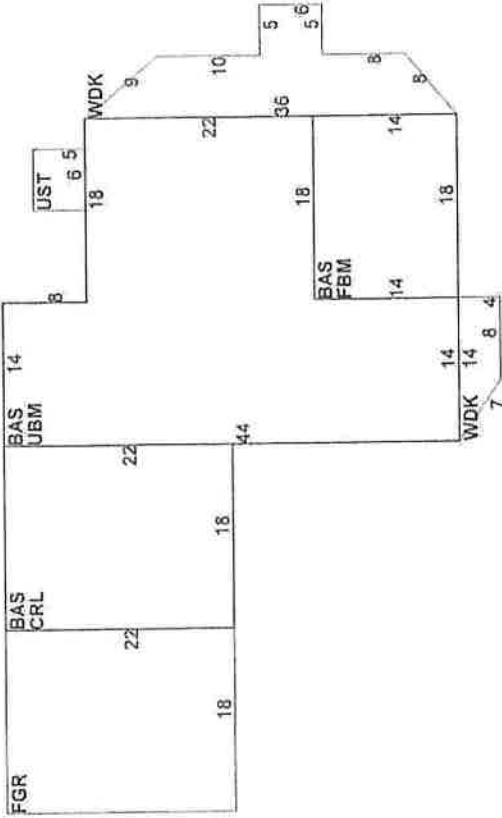
Property Location: 369 PHILBROOK RD #2 Vision ID: 1411 MAP ID: 18/031111 Bldg #: 1 of 1 Card 1 of 1 State Use: 1010 Print Date: 04/20/2017 11:22

CURRENT OWNER		UTILITIES		STRT./ROAD		LOCATION		CURRENT ASSESSMENT		Assessed Value		Assessed Value	
TOPO.	Rolling	4	5 Well	3	Unpaved	3	Rural	Description	Code	Yr	Code	Yr	Code
ALDET, HENRY								RESIDENTL	1010	2008	1010	2008	1010
CARWELL, JENNIFER								RES LAND	1010	2008	1010	2008	1010
369 PHILBROOK ROAD #2								RESIDENTL	1010	2008	1010	2008	1010
<p>Additional Owners:</p> <p>SANBORNTON, NH 03269</p> <p>Other ID: 001451</p> <p>ACCT # 1 000000</p> <p>ACCT # 2 000000</p>													
<p>Supplemental Data</p> <p>ASSOC PID#</p> <p>GIS ID:</p>													
<p>RECORD OF OWNERSHIP</p> <p>BK-VOL/PAGE SALE DATE q/u w/ SALE PRICE V.C.</p> <p>2423/0754 07/12/2007 Q 1 242,333 00</p> <p>2147/0126 02/10/2005 U 1 162,000 37</p> <p>2142/0718 01/05/2005 U 1 0</p> <p>1480/0411 07/17/1998 U V 1N 2008</p>													
<p>EXEMPTIONS</p> <p>Year Type Description Amount Code</p>													
<p>ASSESSING NEIGHBORHOOD</p> <p>Tracing Batch</p>													
<p>NOTES</p> <p>FUNC = HT</p> <p>11: ADJ DET/DEP/OB/SKETCH</p> <p>15: ADJ DET/SKETCH</p>													
<p>BUILDING PERMIT RECORD</p> <p>Permit ID Issue Date Type Description Amount Insp. Date % Comp Date Comp. Comments</p>													
<p>BEIGE 1A</p> <p>HAVE OIL FURNACE NOT</p> <p>CONNECTED-OWNER</p> <p>OB2 ATT TO FGR</p> <p>OB2 NO WATER, NOT WORKING</p> <p>OB3 ATT TO OB4 + OB5</p>													
<p>ASSESSMENT SUMMARY</p> <p>Appraised Bldg. Value (Card) 112,300</p> <p>Appraised XF (B) Value (Bldg) 700</p> <p>Appraised OB (L) Value (Bldg) 14,700</p> <p>Appraised Land Value (Bldg) 59,400</p> <p>Special Land Value 0</p> <p>Total Appraised Parcel Value 187,100</p>													
<p>PREVIOUS ASSESSMENTS (HISTORY)</p> <p>Yr Code Assessed Value Yr Code Assessed Value</p> <p>109,900/2005 1010 127,100/2004 1010 111,200</p> <p>85,400/2005 1010 42,300/2004 1010 29,800</p> <p>15,000/2005 1010 15,000/2004 1010 15,000</p>													
<p>NET TOTAL APPRAISED PARCEL VALUE 187,100</p>													
<p>LAND LINE VALUATION SECTION</p> <p>Zone D Front Depth Units Price Factor S.A. Acre Disc Factor Tax Adj. Notes-Adj</p> <p>COM 1 1010 1 Family 0.90 AC 74,965.00 1.1002 5 1.0000 1.00 A12 0.80</p>													
<p>Special Pricing</p> <p>Spec Use Spec Calc S Adj Fac</p>													
<p>Net Total Appraised Parcel Value 187,100</p>													
<p>VISIT/CHANGE HISTORY</p> <p>Date Type IS ID Cd Purpose/Result</p> <p>04/07/2015 CC 56 Field Review</p> <p>02/10/2011 CC 56 Field Review</p> <p>11/14/2007 BP 55 Sales Review</p> <p>08/07/2003 FA 00 Measur Listed</p>													
<p>Total Card Land Units: 0.90 AC Parcel Total Land Area: 0.9 AC Total Land Value: 59,400</p>													

VISION

Property Location: 369 PHILBROOK RD # [REDACTED] MAP ID: 18/031111 Bldg #: 1 of 1 Sec #: 1 of 1 Card 1 of 1 State Use: 1010  
Vision ID: 1411 Bldg Name: Print Date: 04/20/2017 11:22

CONSTRUCTION DETAIL				CONSTRUCTION DETAIL (CONTINUED)							
Element	Cd	Ch	Description	Element	Cd	Ch	Description				
Style	01		Ranch								
Model	01		Residential								
Grade	03		Average								
Stories	1		1 Story								
Occupancy	1										
Exterior Wall 1	25		Vinyl Siding								
Exterior Wall 2											
Roof Structure	03		Gable/Hip								
Roof Cover	03		Asph/F Gls/Cmp								
Interior Wall 1	04		Plywood Panel								
Interior Wall 2	05		Drywall/Sheet								
Interior Flr 1	12		Hardwood								
Interior Flr 2	14		Carpet								
Heat Fuel	02		Oil								
Heat Type	04		Forced Air-Duc								
AC Type	01		None								
Total Bedrooms	02		2 Bedrooms								
Total Bthrms	2										
Total Half Baths	0										
Total Xtra Fixtrs	1										
Total Rooms	5										
Bath Style	02		Average								
Kitchen Style	02		Modern								
OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)				BUILDING SUB-AREA SUMMARY SECTION							
Code	Description	Sub	Sub Description	I. B Units	Unit Price	Yr	Gde	Dp Rt	Cnd	%Cnd	Apr Value
SPL2	POOL IG VIN	L	648	27.00	2003	0	0	0	50	8,700	
SHD2	SHD FR ELEC	L	192	13.00	2003	0	0	0	50	1,200	
FSP	SCREEN HOUS	L	192	18.00	2003	0	0	0	50	1,700	
SHD1	SHD FR BASIC	L	192	10.00	2003	0	0	0	50	1,000	
PATIO	PATIO AVG	L	1,056	3.00	2003	0	0	0	50	1,600	
DPT	DRIVE SMALL	L	1	500.00	2003	0	0	0	100	500	
HRT	HEARTH	B	1	1,000.00	1990	0	1	0	100	700	
BUILDING SUB-AREA SUMMARY SECTION				Living Area	Gross Area	Net Area	Unit Cost	Unit Cost	Undepr. Value		
Code	Description	Units	Unit Price	Yr	Gde	Dp Rt	Cnd	%Cnd	Apr Value		
BAS	First Floor	1,660	0	0	0	0	0	0	69.27	114,988	
CRL	Crawl Space	396	0	0	0	0	0	0	0.00	0	
FBM	Basement Finished	252	76	20.89	2003	0	0	0	5.265	5,265	
FGR	Garage Finished	396	139	24.31	2003	0	0	0	9,629	9,629	
UBM	Basement Unfinished	1,012	202	13.83	2003	0	0	0	13,993	13,993	
UST	Utility, Storage Unfinished	30	5	11.55	2003	0	0	0	346	346	
WDK	Deck Wood	254	25	6.82	2003	0	0	0	1,732	1,732	
Ttl. Gross Liv/Lease Area:				1,660	4,000	2,107				155,952	



Doc # 0710646 Jul 13, 2007 3:19 PM  
Book 2423 Page 0754 Page 1 of 3  
Registrar of Deeds, Belknap County

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RETURN TO: Central & Northern Title Co., Inc.  
426 Main Street  
Laconia, NH 03246



**STATUTORY FORM OF WARRANTY DEED**

We, **BRIAN S. BURBACH AND LAURA B. BURBACH, f/k/a LAURA B. FALARDEAU**, husband and wife of 369-2 Philbrook Road, Sanbornton, County of Belknap, State of New Hampshire (03269), for consideration paid, grant to **HENRY AUDET AND JENNIFER CAWELTI**, husband and wife of 120 Sherwood Drive, Tilton, County of Belknap, State of New Hampshire (03276), as joint tenants with rights of survivorship with **WARRANTY COVENANTS**, the following:

Two (2) certain tracts or parcels of land, together with the buildings thereon, situated in the Town of Sanbornton, County of Belknap, State of New Hampshire bounded and described as follows:

**TRACT I**

Beginning at the northwesterly corner of land formerly of Bilodeau; thence westerly bounding on land formerly owned by Richardson 204 feet; thence southerly 65 feet; thence easterly 181 feet to land formerly of Bilodeau; thence northerly along land of said Bilodeau 65 feet to point begun at. Meaning to convey the northeast corner of land now or formerly of Braley. Granting a right of way across land now or formerly of said Braley to the highway described as follows:

Beginning at the northwesterly corner of said land going westerly along land formerly owned by Richardson to the highway.

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TRACT II

Beginning at an iron pin driven in the ground by a stone wall dividing land formerly of Greenfield and land formerly of a Richardson, now of Ernest Woodman, 187 feet 4¼ inches, more or less, from the easterly side of said road; thence running in an easterly direction along said wall 28 feet, more or less, to an iron pin driven in the ground at the northwesterly corner of land deeded by Braley to Peaslee, dated July 1, 1937, recorded in the Belknap County Registry of Deeds, Book 237, Page 422; thence turning and running southerly along said Peaslee land and partly along a wire fence 65 feet to an iron pin driven in the ground; thence turning and running easterly 181 feet along said Peaslee land and a wire fence to an iron pin driven in the ground at the southeasterly corner of said Peaslee land; thence turning and running southerly along land formerly of Bilodeau, now of Lakes Milling Lumber Co. and the remains of a stone and wire fence 122 feet to an iron pin in the ground at the corner of a wall; thence turning and running westerly along stone wall and wire fence and land formerly of Bilodeau, now of Tilton, 205 feet to an iron pin in said wall; thence turning and running about northerly along land retained by Emma A. Greenfield 175 feet, more or less, to the point of beginning.

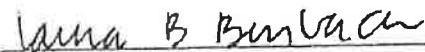
Together with a right to pass and repass from said highway on foot or by vehicle across land of the said Greenfield along the northerly side of Greenfield's property, and subject to a similar right of way deeded to Peaslee and included in the conveyance above referred to.

Meaning and Intending to describe and convey the same premises conveyed to the within grantors herein by deed of Citibank, NA, as Trustee for Registered Holders of Merrill Lynch Mortgage Investors, Inc., dated February 10, 2005 and recorded in the Belknap County Registry of Deeds at Book 2147, Page 0126.

We, **Brian S. Burbach and Laura B. Burbach**, hereby release all rights of homestead and any other interests in the premises herein conveyed.

Executed this 12 day of July, 2007.

  
Brian S. Burbach

  
Laura B. Burbach, f/k/a Laura B. Falardeau

Book 2423 Page 0756 Page 3 of 3

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STATE OF New Hampshire  
COUNTY OF Belknap

This instrument was acknowledged before me on this 12 day of  
July, 2007 by **Brian S. Burbach and Laura B. Burbach, f/k/a Laura B.**  
**Falardeau**



Wendy L. Tillson  
Notary Public  
My commission expires: 9/17/08

RETURN TO: For Station  
GARE  
P.O. BOX 7229  
Gilford NH  
03256

RECEIVED  
03/06/19  
REGISTRY OF DEEDS  
BELKNAP COUNTY  
Registrar

503568

STATE OF NEW HAMPSHIRE  
DEED  
702220  
\$ 111200.00

**WARRANTY DEED**

CITIBANK, N.A. as Trustee for Registered Holders of Merrill Lynch Mortgage Investors, Inc., Series 1999-H1 a corporation duly established under the laws of the United States of America and having its usual place of business at 399 Park Avenue, New York, NY, 10041  
For Consideration Paid **ONE HUNDRED SIXTY TWO THOUSAND AND 00/100 (\$162,000.00) DOLLARS**

grants to **Brian S. Burbach and Laura B. Fahrdean**

with **WARRANTY COVENANTS** the following described premises:

Two certain tracts or parcels of land, together with the buildings thereon, situated in the Town of Sanborn, County of Belknap, State of New Hampshire bounded and described as follows:

**TRACT I**

Beginning at the northwesterly corner of land formerly of Bilodeau; thence westerly bounding by land formerly owned by Richardson 204 feet; thence southerly 63 feet; thence easterly 181 feet to land formerly of Bilodeau; thence northerly along land of said Bilodeau 63 feet to point begun at. Meaning to convey the northeast corner of land now or formerly of Braley. Granting a right of way across land now or formerly of said Braley to the highway described as follows:

Beginning at the northwesterly corner of said land going westerly along land formerly owned by Richardson to the highway.

**TRACT II**

Beginning at an iron pin driven in the ground by a stone wall dividing land formerly of Greenfield and land formerly of Richardson, now of Ernest Woodman, 187 feet 4 1/2 inches, more or less, from the easterly side of said road; thence running in an easterly direction along said wall 28 feet, more or less, to an iron pin driven in the ground at the northwesterly corner of land deeded by Braley to Peaselee, dated July 1, 1937, recorded in the Belknap County Registry of Deeds, Book 227, Page 422; thence starting and running southerly along said Peaselee land and partly along a wire fence 65 feet to an iron pin driven in the ground; thence turning and running easterly 181 feet along said Peaselee land and a wire fence to an iron pin driven in the ground at the southeasterly corner of said Peaselee land; thence turning and running southerly along land formerly of Bilodeau, now of Lakes Milling Lumber Co, and the remains of a stone and wire fence 122 feet to an iron pin in the ground at the corner of a wall; thence turning and running westerly along stone wall and wire fence and land formerly of Bilodeau, now of Tilton, 203 feet to an iron pin in said wall; thence turning and running about northerly along land retained by Emma A. Greenfield 175 feet, more or less, to the point of beginning.

Together with a right to pass and repass from said highway on foot or by vehicle across land of the said Greenfield along the northerly side of Greenfield's property, and subject to a similar right of way deeded to Peaselee and included in the conveyance above referred to.

BK2147P60126

Seller makes no representations or warranties, of any kind or nature whatsoever, whether expressed, implied, implied by law, or otherwise concerning the condition of the title of the property.

For Grantor's title, see Foreclosure Deed dated January 13, 2005 and recorded with the Belknap County Registry of Deeds in Book 2142, Page 718.

This conveyance does not constitute a transfer of all or substantially all of the corporate assets of Citibank, N.A. as Trustee for Registered Holders of Merrill Lynch Mortgage Investors, Inc., Series 1999-H1, in New Hampshire.

Witness the execution and the corporate seal of said corporation this 10 day of February, 2005.

CITIBANK, N.A. as Trustee for Registered Holders of Merrill  
Lynch Mortgage Investors, Inc., Series 1999-H1  
By: Litton Loan Servicing, LP, attorney in fact



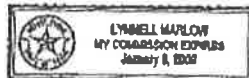
By: Chris McCormick  
Assistant Vice President

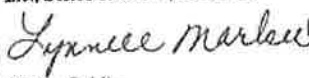
STATE OF TEXAS

Harris ss.

February 10, 2005

Then personally appeared the above named CHRIS MCCORMICK, the  
Authorized Signatory of Litton Loan Servicing, LP, attorney in fact for Citibank, N.A.  
as Trustee for Registered Holders of Merrill Lynch Mortgage Investors, Inc., Series 1999-H1 and  
he/she, being duly authorized in his/her capacity aforesaid, executed the foregoing instrument as  
his/her free act and deed the free act and deed of Citibank, N.A. as Trustee for Registered Holders  
of Merrill Lynch Mortgage Investors, Inc., Series 1999-H1, before me





Notary Public  
My Commission Expires:

BK2147960127

Doc # 0710648 Jul 13, 2007 3:24 PM  
Book 2423 Page 0777 Page 1 of 7  
Registrar of Deeds, Belknap County  
*Rachel M. Hovvarden*

Unofficial Document

✓ CENTRAL & NORTHERN TITLE CO., INC.  
426 MAIN STREET  
LACONIA NH 03246

RETURN BY MAIL TO:  
GMAC Mortgage, LLC  
Records Management  
100 Witmer Road  
Horsham, PA 19044-0963

Closed End Loan No.: [REDACTED]  
Branch No.: 903  
Loan Product: CE 15YDalloon 100%CLTVPiggyback

#### MORTGAGE

THIS MORTGAGE is made this 12th day of July, 2007, between the Mortgagor, Henry Audet and Jennifer Caweltz who reside(s) at 369-2 Philbrook, Sanbornton, New Hampshire 03269 (herein "Borrower"), and the Mortgagee, GMAC Mortgage, LLC's Delaware limited liability company d/b/a GMAC Mortgage Corporation, 100 Witmer Road, Horsham, PA 19044-0963 (herein "Lender") and the Mortgage Electronic Registration Systems, Inc., P.O. Box 2026, Flint, MI 48501-2026 ("MERS") acting solely as nominee for Lender and Lender's successors and assigns under this Mortgage.

Husband and wife

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$48,400.00, which indebtedness is evidenced by Borrower's note dated July 12, 2007 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on July 11, 2022;

TO SECURE to Borrower irrevocably mortgages, grants and conveys to MERS acting solely as a nominee for Lender and Lender's successors and assigns and also as mortgagee under this Mortgage the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey MERS acting solely as a nominee for, with power of sale, the following described property located in the County of Belknap, State of New Hampshire

See Attached Schedule A

which has the address of 369-2 Philbrook, Sanbornton (City)  
(Street)  
New Hampshire 03269 (herein "Property Address");  
(Zip Code)

NEW HAMPSHIRE-SECOND MORTGAGE 1-80-FNMA/FHLMC UNIFORM INSTRUMENT

*K. Ha*

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## Unofficial Document Unoff

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property for the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or a waiver by Lender, Borrower shall pay to Lender on the 15th day of each month, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then as set forth in the Note.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

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Unofficial Document Unoff

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Unofficial Document Unoff

**Exhibit A**

Two certain tracts or parcels of land, together with the buildings thereon, situated in the Town of Sanbornton, County of Belknap, State of New Hampshire bounded and described as follows:

**TRACT I**

Beginning at the northwesterly corner of land formerly of Bilodeau; thence westerly bounding on land formerly owned by Richardson 204 feet; thence southerly 65 feet; thence easterly 181 feet to land formerly of Bilodeau; thence northerly along land of said Bilodeau 65 feet to point begun at, Meaning to convey the northeast corner of land now or formerly of Braley. Granting a right of way across land now or formerly of said Braley to the highway described as follows:  
Beginning at the northwesterly corner of said land going westerly along land formerly owned by Richardson to the highway.

**TRACT II**

Beginning at an iron pin driven in the ground by a stone wall dividing land formerly of Greenfield and land formerly of Richardson, now of Ernest Woodman, 187 feet 4 1/4 inches, more or less, from the easterly side of said road; thence running in an easterly direction along said wall 28 feet, more or less, to an iron pin driven in the ground at the northwesterly corner of land deeded by Braley to Peaselee, dated July 1, 1937, recorded in the Belknap County Registry of Deeds, Book 237, Page 422; thence turning and running southerly along said Peaselee land and partly along a wire fence 65 feet to an iron pin driven in the ground; thence turning and running easterly 181 feet along said Peaselee land and a wire fence to an iron pin driven in the ground at the southeasterly corner of said Peaselee land; thence turning and running southerly along land formerly of Bilodeau, now of Lakes Milling Lumber Co. and the remains of a stone and wire fence 122 feet to an iron pin in the ground at the corner of a wall; thence turning and running westerly along stone wall and wire fence and land formerly of Bilodeau, now of Tilton, 205 feet to an iron pin in said wall; thence turning and running about northerly along land retained by Emma A. Greenfield 175 feet, more or less, to the point of beginning.

Together with the right to pass and repass from said highway on foot or by vehicle across land of the said Greenfield along the northerly side of Greenfield's property, and subject to a similar right of way deeded to Peaselee and included in the conveyance above referred to.

Meaning and intending to describe and convey the same premises as conveyed to Henry Audet and Jennifer Cawelti by deed of Brian S. Burbach and Laura B. Burbach aka Laura B. Falardeau of even or near date to be recorded herewith at the Belknap County Registry of Deeds.

Sc. 71a

Cawelti07-0154

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**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgagee clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to request and apply the insurance proceeds at Lender's option either to restoration or repair of the property or to the sums secured by this Mortgage.

**6. Preservation and Maintenance of Property: Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceeding against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

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Unofficial Document Unoff

breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and Lender shall have the STATUTORY POWER OF SALE and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the STATUTORY POWER OF SALE, Lender shall mail copies of a notice of sale in the manner provided by applicable law to Borrower and to the other persons described by applicable law. Lender shall publish the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender shall deliver to the purchaser Lender's deed conveying indefeasible title to the Property so sold, discharged of all rights of redemption by Borrower. Lender or Lender's designee may purchase the Property at any sale. The proceeds of any sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorneys' fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, and premiums on receiver's bond, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

20. **Release.** Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void and Lender shall discharge this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. **Waiver of Homestead, Dower and Curtesy.** Borrower hereby waives all rights of homestead exemption in the Property and relinquishes all rights of dower and curtesy in the Property.

22. **MERS.** Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Mortgage, but, if necessary to comply with local law or custom MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of these interests, including, but not limited to, the right to foreclose and sell the property; and to take any action required of Lender including but not limited to, releasing and canceling this Mortgage.

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## Unofficial Document Unoff

### REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Signed, sealed and delivered in the presence of:

Wendy L. Tillson  
Wendy L. Tillson

Jennifer Cawelt (Seal)  
Borrower - Jennifer Cawelt  
Henry Audet (Seal)  
Borrower - Henry Audet  
\_\_\_\_\_  
Borrower - \_\_\_\_\_ (Seal)  
\_\_\_\_\_  
Borrower - \_\_\_\_\_ (Seal)

State of NEW HAMPSHIRE

(County) of BELKNAP

This instrument was acknowledged before me on 7/12/07 by  
(date)

Jennifer Cawelt  
Henry Audet

(name(s) of person(s))

Wendy L. Tillson  
(Signature of notarial officer)

(Seal, if any)



Notary  
Title (and rank)  
(My commission expires: 9/17/08)

Doc # 1203930 Apr 13, 2012 10:35 AM  
Book 2766 Page 0402 Page 1 of 4  
Register of Deeds, Belknap County

Return To: [REDACTED]  
LSI-LPS  
East Recording Solutions  
700 Cherrington Parkway  
Corasopolis, PA 15108

Prepared By: Jeff Uden  
GMAC Mortgage, LLC  
3451 Hammond Ave.  
Waterville IA 50792

#### SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made February 23, 2012, present owner and holder of the Mortgage and Note first hereinafter described and hereinafter referred to as Mortgage Electronic Registration Systems, Inc., ("MERS")

#### WITNESSETH:

THAT WHEREAS JENNIFER CAWELT and HENRY AUDET, residing at 369-2 PHILBROOK, SANBORNTON, NH 03269, did execute a Mortgage dated July 12, 2007 to Mortgage Electronic Registration Systems, Inc., ("MERS"), covering:

SEE ATTACHED

To Secure a Note in the sum of \$48,406.08 dated July 12, 2007 in favor of Mortgage Electronic Registration Systems, Inc., ("MERS"), which Mortgage was recorded July 13, 2007 as Book 2423, Page 0777, County of BELKNAP.

WHEREAS, Owner has executed, or is about to execute, a Mortgage and Note in the sum of (Not to exceed) \$187,400.00 dated Apr. 6, 2012 in favor of Ally Bank Corp., here in after referred to as "Lender", payable with interest and upon the terms and conditions described therein, which mortgage is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that Lender's mortgage last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land herein before described, prior and superior to the lien or charge of Mortgage Electronic Registration Systems, Inc., ("MERS") mortgage first above mentioned.

NOW THEREFORE, in consideration of the mutual benefits accruing to the parties hereto, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

Book 2786 Page 0403 Page 2 of 4

(1) That said mortgage securing said note in favor of Lender, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of Mortgage Electronic Registration Systems, Inc., ('MERS') mortgage first above mentioned, including any and all advances made or to be made under the note secured by Mortgage Electronic Registration Systems, Inc., ('MERS') mortgage first above mentioned.

(2) Nothing herein contained shall affect the validity or enforceability of Mortgage Electronic Registration Systems, Inc., ('MERS') mortgage and lien except for the subordination as aforesaid.

WITNESSED BY:

Mortgage Electronic Registration Systems, Inc., ('MERS')

By: Jami M. Beranek  
Jami M. Beranek

Title: Assistant Secretary

Attest: Amber Swanger  
Amber Swanger

Title: Assistant Secretary



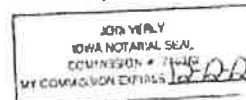
STATE OF IOWA

COUNTY OF BLACK HAWK

ss:

On 2-28-13, before me Jodi Verly, a notary public in and for the said county, personally appeared Jami M. Beranek known to me to be an Assistant Secretary of Mortgage Electronic Registration Systems, Inc., ('MERS') and Amber Swanger known to me to be an Assistant Secretary of Mortgage Electronic Registration Systems, Inc., ('MERS'), Solely Defined As Nominee For The Lender, GMAC Mortgage, LLC, the Limited Liability Company that executed the within instrument also known to me (or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument, behalf of the Limited Liability Company herein named and acknowledged to me that such Limited Liability Company executed the same.

WITNESS my hand and notarial seal.



Jodi Verly  
Notary Public

Book 2766 Page 0404 Page 3 of 4

Unofficial Document Unoff

**Exhibit A**

The following described property:

Two (2) certain tracts or parcel of land, together with the buildings thereon, situated in the Town of Sanbornton, County of Belknap, State of New Hampshire bounded and described as follows:

**Tract I**

Beginning at the Northwesterly corner of land formerly of Bilodeau; thence westerly bounding on land formerly owned by Richardson 204; thence southerly 65 feet; thence easterly 181 feet to land formerly of Bilodeau; thence northerly along land of said Bilodeau 65 feet to point begun at. Meaning to convey the northeast corner of land now or formerly of Braley. Granting a right of way across land now or formerly of said Braley to the highway described as follows:

Beginning at the northwesterly corner of said land going westerly along land formerly owned by Richardson to the highway.

**Tract II**

Beginning at an iron pin driven in the ground by a stone dividing land formerly of Greenfield and land formerly of a Richardson, now of Ernest Woodman, 187 feet 4 1/4 inches, more or less, from the easterly side of said road; thence running in an easterly direction along said wall 28 feet, more or less, to an iron pin driven in the ground at the northwesterly corner of land deeded by Braley to Peaslee, dated July 1, 1937, recorded in the Belknap County registry of Deed, Book 237, Page 422; thence turning and running southerly along said Peaslee land and partly along a wire fence 65 feet to an iron pin driven in the ground; thence turning and running easterly 181 feet along said Peaslee land and a wire fence to an iron pin driven in the ground at the Southeasterly corner of said Peaslee land; thence turning and running Southerly along land formerly of Bilodeau, now of Lakes Milling Lumber Co. and the remains of a stone and wire fence 122 feet to an iron pin in the ground at the corner of a wall; thence turning and running westerly along stone wall and wire fence and land formerly of Bilodeau, now of Tilton, 205 feet to an iron pin in said wall; thence turning and running about northerly along land retained by Emma A. Greenfield 175 feet, more or less, to the point of beginning.

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Unofficial Document Unoff

Together with a right to pass and repass from said highway on foot or by vehicle across  
land of the said Greenfield along the northerly side of Greenfield's property, and subject to  
a similar right of way deeded to Peaslee and included in the conveyance above referred to.

Assessor's Parcel No: SANB M:018 B:031

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Doc # 1203929 Apr 13, 2012 10:34 AM  
Book 2766 Page 0385 Page 1 of 17  
Register of Deeds, Belknap County



*Barbara R. Luther*

30

Return To: [REDACTED]  
LSI-LPS  
East Recording Solutions  
700 Cherrington Parkway  
Coraopolis, PA 15108

Prepared By:  
John Doumaux  
1100 Virginia Drive  
Fort Washington, PA 19034

[Space Above This Line For Recording Data]

## MORTGAGE

[REDACTED]

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated 04/06/2012

together with all Riders to this document.

(B) "Borrower" is Henry Audet and Jennifer Cawelti, husband and wife

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

04/06/2012 10:35am

NEW HAMPSHIRE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3030 1/01

VMP-BA(NH) (0810)

Page 1 of 15

Initials: *je*

VMP Mortgage Solutions, Inc.



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(D) "Lender" is Ally Bank Corp.

Lender is a Bank Chartered  
organized and existing under the laws of Utah  
Lender's address is 1100 Virginia Drive, Fort Washington, PA 19034

(E) "Note" means the promissory note signed by Borrower and dated 04/06/2012  
The Note states that Borrower owes Lender One Hundred Eighty Thousand

Dollars

(U.S. \$180,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic  
Payments and to pay the debt in full not later than May 1, 2042

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the  
Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges  
due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following  
Riders are to be executed by Borrower [check box as applicable]:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider   |
| <input type="checkbox"/> VA Rider              | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Other(s) [specify] |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations,  
ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final,  
non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other  
charges that are imposed on Borrower or the Property by a condominium association, homeowners  
association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by  
check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic  
instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit  
or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller  
machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse  
transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid  
by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i)  
damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the  
Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the  
value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on,  
the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the  
Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its  
implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to  
time, or any additional or successor legislation or regulation that governs the same subject matter. As used

04/06/2012 10:35am

NEW HAMPSHIRE-Single Family-Fannie Mae/Freddie Mac Uniform Instrument with MERS

UMD-8A(NH) 108101

Page 2 of 16

Initialed:

Form 3030 1/01

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in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor In Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS with mortgage covenants, and with power of sale, the following described property located in the County of Belknap :

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]  
The Assessor's Parcel Number (Property Tax ID#) for the Real Property is  
SANB M:018 B:031. See Attached Legal Description

Parcel ID Number: SANB M:018 B:031  
369-2 Philbrook Rd  
Sanbornton  
("Property Address"):

which currently has the address of  
[Street]  
[City], New Hampshire 03269 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands subject to any encumbrances of record.

04/06/2012 10:35am

NEW HAMPSHIRE-Single Family-Fannie Mae/Freddie Mac Civil Instrument WITH MERS  
UMP-6A(INH) 108101

Page 3 of 15

Initials: 

Form 3030 1/01

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the STATUTORY POWER OF SALE and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the STATUTORY POWER OF SALE, Lender shall mail copies of a notice of sale in the manner provided by Applicable Law to Borrower and other persons prescribed by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender shall deliver to the purchaser Lender's deed conveying indefeasible title to the Property, discharged of all rights of redemption by Borrower. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

**23. Discharge.** The Lender, within 60 days after this Security Instrument is satisfied and having reasonable charges tendered to the Lender, shall cause the discharge of this Security Instrument to be recorded in the registry of deeds where the Property lies. The recording fees associated with the discharge of this Security Instrument may be charged to the Borrower, if the Borrower received written disclosure that such fees would be so charged. The Lender shall provide written confirmation of the discharge within the 60-day period to the payor of the final payment in satisfaction of this Security Instrument.

**24. Releases.** Borrower, and Borrower's spouse, if any, release all rights of homestead in the Property and release all rights of curtesy and other interests in the Property.

**25. Attorneys' Fees.** Pursuant to New Hampshire Revised Statutes Annotated Section 361-C:2, in the event that Borrower shall prevail in (a) any action suit or proceeding, brought by Lender, or (b) an action brought by Borrower, reasonable attorneys' fees shall be awarded to Borrower. Further, if Borrower shall successfully assert a partial defense or set-off, recoupment or counterclaim to an action brought by Lender, a court may withhold from Lender the entire amount or such portion of its attorneys' fees as the court shall consider equitable.

Book 2766 Page 0398 Page 14 of 17

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Jennifer Cawelti (Seal)  
-Borrower

\_\_\_\_\_  
Henry Audet (Seal)  
-Borrower

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

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

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

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

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

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

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STATE OF NEW HAMPSHIRE  
(County) of Belknap

This instrument was acknowledged before me on April 6, 2012  
Henry Audet and Jennifer Cawelti, husband and wife

by



(Seal, if any)

*Karlene M. Savage*  
(Signature of Notarial Officer)  
*Notary Public*  
Title (and rank)

My Commission Expires: 01/18/2013



**Exhibit A**

The following described property:

Two (2) certain tracts or parcel of land, together with the buildings thereon, situated in the Town of Sanbornton, County of Belknap, State of New Hampshire bounded and described as follows:

**Tract I**

Beginning at the Northwesterly corner of land formerly of Bilodeau; thence westerly bounding on land formerly owned by Richardson 204; thence southerly 65 feet; thence easterly 181 feet to land formerly of Bilodeau; thence northerly along land of said Bilodeau 65 feet to point begun at. Meaning to convey the northeast corner of land now or formerly of Braley. Granting a right of way across land now or formerly of said Braley to the highway described as follows:

Beginning at the northwesterly corner of said land going westerly along land formerly owned by Richardson to the highway.

**Tract II**

Beginning at an Iron pin driven in the ground by a stone dividing land formerly of Greenfield and land formerly of a Richardson, now of Ernest Woodman, 187 feet 4 1/4 inches, more or less, from the easterly side of said road; thence running in an easterly direction along said wall 28 feet, more or less, to an Iron pin driven in the ground at the northwesterly corner of land deeded by Braley to Peaslee, dated July 1, 1937, recorded in the Belknap County registry of Deed, Book 237, Page 422; thence turning and running southerly along said Peaslee land and partly along a wire fence 65 feet to an Iron pin driven in the ground; thence turning and running easterly 181 feet along said Peaslee land and a wire fence to an Iron pin driven in the ground at the Southeasterly corner of said Peaslee land; thence turning and running Southerly along land formerly of Bilodeau, now of Lakes Milling Lumber Co. and the remains of a stone and wire fence 122 feet to an Iron pin in the ground at the corner of a wall; thence turning and running westerly along stone wall and wire fence and land formerly of Bilodeau, now of Tilton, 205 feet to an Iron pin in said wall; thence turning and running about northerly along land retained by Emma A. Greenfield 175 feet, more or less, to the point of beginning.

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Together with a right to pass and repass from said highway on foot or by vehicle across land of the said Greenfield along the northerly side of Greenfield's property, and subject to a similar right of way deeded to Peaslee and included in the conveyance above referred to.

Assessor's Parcel No: SANB M:018 B:031

Doc # 1409860 Oct 24, 2014 1:17 PM

Book 2938 Page 0747 Page 1 of 1

Register of Deeds, Belknap County

Unofficial Document *Barbara R. Luthers*

When Recorded Return To:  
Indecomm Global Services  
2925 Country Drive  
St. Paul, MN 55117

Prepared By:  
Pravallika Konacall  
Indecomm Global Services  
2926 Country Drive  
St. Paul, MN 55117

Unofficial Document Unofficial Document

### Assignment of Mortgage

Dated: October 20, 2014

For value received Mortgage Electronic Registration Systems, Inc. ("MERS"), as designated nominee for Ally Bank Corp., beneficiary of the security instrument, its successors and assigns, P.O. Box 2026, Flint, MI 48501-2026, the undersigned hereby grants, assigns and transfers to Ocwen Loan Servicing, LLC, 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409, all beneficial interest under a certain Mortgage dated April 6, 2012 executed by HENRY AUDET and JENNIFER CAWELTI, HUSBAND AND WIFE and recorded in Book 2766 on Page(s) 0385 as Document Number 1203929 on April 13, 2012 of real estate records for the County of Belknap, New Hampshire.

Mortgage Electronic Registration Systems, Inc. ("MERS"), as designated nominee for Ally Bank Corp., beneficiary of the security instrument, its successors and assigns

By:

**Marcy Kay Koopman,**  
**Assistant Secretary**

STATE OF Minnesota

COUNTY Ramsey

155

U04922611

On October 20, 2014 before me, Pang Mee Yang, Notary Public in and for said State personally appeared Marcy Kay Koopman, Assistant Secretary of Mortgage Electronic Registration Systems, Inc. ("MERS"), as designated nominee for Ally Bank Corp., beneficiary of the security instrument, its successors and assigns, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal.



Pang Mae Yang, Notary Public  
My Commission expires: January 31, 2017

Doc # 1508724 Jul 18, 2015 2:23 PM  
Book 2980 Page 0968 Page 1 of 1  
Register of Deeds, Belknap County  
*Just: A. J. Smith*

Recording Requested By  
OWEN LOAN SERVING, LLC

When Recorded Return To  
OWEN LOAN SERVING, LLC  
240 TECHNOLOGY DRIVE  
IDAHO FALLS, ID 83401

**Unofficial Document**

**CORPORATE ASSIGNMENT OF MORTGAGE**

Belknap, New Hampshire  
SELLER'S SERVICING  
SELLER'S LENDER ID# NEW 401  
OLD SERVICING

Assignor: Karen Smith, 2015  
Assignor: OWEN LOAN SERVING, LLC at 201 WASHINGTON RD, SUITE 100, WEST PALM BEACH, FL 33409  
Assignor: FEDERAL HOME LOAN MORTGAGE CORPORATION at 8200 JONES BRANCH DRIVE, MCLEAN, VA 22102-3110

Executed By: HENRY AUDST AND JENNIFER CAWELTI, HUSBAND AND WIFE To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") SOLELY AS AGENT FOR ALLY BANK CORP. ITS SUCCESSORS AND/OR ASSIGNS  
Date of Mortgage: 04/09/2012 Recorded: 04/13/2012 in Belknap County, New Hampshire  
No. 1203929 in the County of Belknap, State of New Hampshire

Property Address: 988-2 FHLBROOK RD, SANBORNTON, NH 03209

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage having an original principal sum of \$150,000.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisions therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage, and the said property unto the said Assignee, heirs, assigns to the terms contained in said Mortgage.

OWEN LOAN SERVING, LLC  
On MAR 27 2015

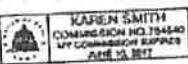
*Dick P. Smith*  
By Dick P. Smith Authorized  
Signer

STATE OF New Hampshire  
COUNTY OF Belknap

On MAR 27 2015 before me Karen Smith a Notary Public in and for New Hampshire in the State of New Hampshire personally appeared Dick P. Smith Authorized Signer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) were subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Karen Smith*  
KAREN SMITH  
Notary Expires 6/17



(This area for notarial seal)

\*TRN:TRNGMAC03/26/2015 12:47:27 PM [REDACTED] BELKN\*  
NHSTATE\_MORT\_ASSIGN\_ASSIGN \*TRN:TRNGMAC\*

**Unofficial Document**

Doc # 1508685 Sep 10, 2015 11:25 AM  
Book 2991 Page 0025 Page 1 of 1  
Register of Deeds, Belknap County

Unofficial Document Unofficial Document

When Recorded Return To:  
Indecomm Global Services  
As Recording Agent Only  
1260 Energy Lane  
St. Paul, MN 55108

Prepared By:  
Dinesh Mallige  
1260 Energy Lane  
ST Paul, MN 55108

Unofficial Document Assignment of Mortgage Unofficial Document


Dated: September 3, 2015

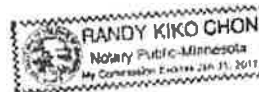
For value received Ocwen Loan Servicing, LLC, 1561 Worthington Road, Suite 100, West Palm Beach, FL 33409, the undersigned hereby grants, assigns and transfers to Residential Credit Solutions, Inc., 4700 Mercantile Drive, Fort Worth, TX 76137, all beneficial interest under a certain Mortgage dated April 6, 2012 executed by HENRY AUDET AND JENNIFER CAWELTI, HUSBAND AND WIFE and recorded in Book 2766 on Page(s) 0385 as Document Number 1203929 on April 13, 2012 of real estate records for the County of Belknap, New Hampshire.

Ocwen Loan Servicing, LLC  
By:   
Elizabeth Richardson,  
Assistant Secretary

STATE OF Minnesota )  
COUNTY Hennepin ) SS

On September 3, 2015 before me, Randy Kiko Chon, Notary Public in and for said State personally appeared Elizabeth Richardson, Assistant Secretary of Ocwen Loan Servicing, LLC, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal.

  
Randy Kiko Chon, Notary Public  
My Commission expires: January 31, 2017



**BK 03092 PG 00505**

# 1702184

03/06/2017 12:19:01 PM

BK: 3092 PG: 505 PAGE 1 OF 4

REGISTER OF DEEDS, BELKNAP COUNTY

JUDITH A. MCGRATH

Unofficial Document

*Judith A McGrath*

Unofficial Document Unofficial Document

**COVER PAGE**

**Document Type: Assignment of Mortgage/Deed of Trust**

Recording Requested By and  
When Recorded Return To:  
Ditech Financial LLC  
C/O Nationwide Title Clearing, Inc.  
2100 Alt. 19 North  
Palm Harbor, FL 34683

Unofficial Document

Unofficial Document

**ASSIGNOR(S) NAME:**

**ASSIGNEE(S) NAME/ADDRESS:**

Property Address:  
369-2 PHILBROOK RD  
SANBORNTON, NH 03269

Unofficial Document

Unofficial Document

LT001 RCS AWL10653815 CPA\_CVRPG.ptk

Unofficial Document

**BK 03092 PG 00506**

Unofficial Document Unofficial D

**Prepared by and Return To:**

Jordyn Carney  
Ditech Financial LLC  
EX-NTC  
2100 E. Elliot Road  
Mail Stop T330  
Tempe, AZ 85284  
(888) 315-8733

Unofficial Document Unofficial Document

**ASSIGNMENT OF MORTGAGE**

[REDACTED]

FOR VALUE RECEIVED, the undersigned holder of a Mortgage (herein "Assignor") whose address is c/o 2100 E. Elliot Road Tempe, AZ. 85284, does hereby grant, sell, assign, transfer and convey, unto Ditech Financial LLC, whose address is 2100 E. Elliot Road, T-314, Tempe, AZ. 85284 its successor and assigns, all its right, title and interest in and to a certain Mortgage described below and obligations therein described, the money due and to become due thereon with interest, and all rights accrued or to accrue under such Mortgage.

Executor:	Henry Audet and Jennifer Cawelti, husband and wife
Date Executed:	April 6, 2012
Amount:	\$180,000.00
Recorded Date	April 13, 2012
Book/Page/Instrument	Book 2766, Page 0385, Document # 1203929
Number:	
County:	Belknap
State:	NH

TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on  
December 22, 2014

Unofficial Document Unofficial D

BK 03092 PG 00507

Unofficial Document Unofficial Document

Dawn Beverly  
Witness: Dawn Beverly  
Tanya Callahan  
Witness: Tanya Callahan

Federal Home Loan Mortgage Corporation

BY: [Signature]  
Name: Jamika Parker  
Title: Assistant Treasurer

State of Virginia  
County of Fairfax

On 12/23/16 before me, the undersigned, personally appeared Jamika Parker, Assistant Treasurer for Federal Home Loan Mortgage Corp., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument and that such individual made such appearance before the undersigned in the City of Fairfax, State of Virginia.

[Signature]  
Notary Public

Angela Renee Wright  
Notary Public  
Reg# 7576308  
Commonwealth of Virginia  
Commission Exp. 2/28/17

Unofficial Document Unofficial Document

Unofficial Document Unofficial Document



BK 03092 PG 00508

Exhibit "A"

The following described property:

Two (2) certain tracts or parcel of land, together with the buildings thereon, situated in the Town of Sanbornton, County of Belknap, State of New Hampshire bounded and described as follows:

Tract I

Beginning at the Northwestern corner of land formerly of Bilodeau; thence westerly bounding on land formerly owned by Richardson 204; thence southerly 65 feet; thence easterly 181 feet to land formerly of Bilodeau; thence northerly along land of said Bilodeau 65 feet to point begun at. Meaning to convey the northeast corner of land now or formerly of Braley. Granting a right of way across land now or formerly of said Braley to the highway described as follows:

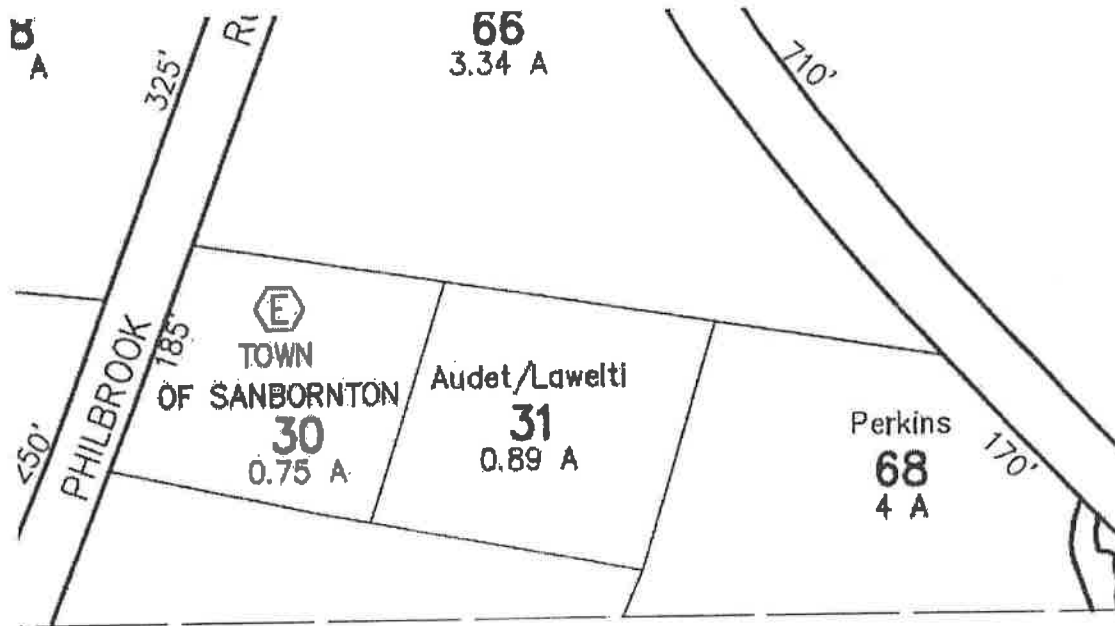
Beginning at the northwesterly corner of said land going westerly along land formerly owned by Richardson to the highway.

Tract II

Beginning at an iron pin driven in the ground by a stone dividing land formerly of Greenfield and land formerly of a Richardson, now of Ernest Woodman, 187 feet 4 1/4 inches, more or less, from the easterly side of said road; thence running in an easterly direction along said wall 28 feet, more or less, to an iron pin driven in the ground at the northwesterly corner of land deeded by Braley to Peaslee, dated July 1, 1937, recorded in the Belknap County registry of Deed, Book 237, Page 422; thence turning and running southerly along said Peaslee land and partly along a wire fence 65 feet to an iron pin driven in the ground; thence turning and running easterly 181 feet along said Peaslee land and a wire fence to an iron pin driven in the ground at the Southeast corner of said Peaslee land; thence turning and running Southerly along land formerly of Bilodeau, now of Lakes Milling Lumber Co. and the remains of a stone and wire fence 122 feet to an iron pin in the ground at the corner of a wall; thence turning and running westerly along stone wall and wire fence and land formerly of Bilodeau, now of Tilton, 205 feet to an iron pin in said wall; thence turning and running about northerly along land retained by Emma A. Greenfield 175 feet, more or less, to the point of beginning.


Together with a right to pass and repass from said highway on foot or by vehicle across land of the said Greenfield along the northerly side of Greenfield's property, and subject to a similar right of way deeded to Peaslee and included in the conveyance above referred to.

Assessor's Parcel No: SANB M:018 B:031



**EXHIBIT "D"**

ORDER INFORMATION									
Order Date: 04/10/2018	Inspection Date: 04/13/2018	Complete Date: 04/25/2018	Customer: CMS-Servicing	Customer Contact: City: SANBORNTON	Customer Contact Info Source: Tax Data	Order No: 4845312			
Paid Name: Borrower: JENNIFER CAVELTI	Address: 369-2 PHILBROOK RD	Address: 369-2 PHILBROOK RD	City: SANBORNTON	State: NH	Zip: 03269	Account Parcel No: 18-031			
Inspection Types: Exterior	Broker Name: Sherman Ross	Years Of Exp: 14	Broker Company: Granite Group Realty Services	Broker Phone: 6037443004	License Number: 056648	Expiration Date: 02/15/2019			
PROPERTY INFORMATION									
Property Locality: Yes	If Occupied, who is the occupant? No	Second: Yes	Land Value: \$0000.00	Views: None	Market Rent (Monthly): \$1,000	If Listed, is a for sale sign visible? unassigned			
Currently Listed: No	List In Last 12 Months: No	Original List Price: \$	Current List Price: \$	DOM: 0	Listed Broker:	Listing Company:	Listing Phone:		
Sold In Last 12 Months: No	Original List Price: \$	Final List Price: \$	DOM: 0	Sale Price: \$	Sale Date:	Listing Broker:	Listing Phone:		
HOA Fees: \$0	Are HOA dues current? unassigned	HOA delinquency amount: \$	HOA association phone: \$	HOA Fees included: 0	Great Home Bond SF: 0	Great House SF: 0			
To the best of your knowledge, why did the property not sell?			Are all types of Financing available for this property? No		Financing available: description: Windows broken, damaged exterior		Is the subject an Overimprovement, Underimprovement or appropriate for neighborhood Appropriate For Neighborhood		
NEIGHBORHOOD INFORMATION									
Population Density: Rural	Crime/Vandal Risk: Low	Neighborhood Trends: Stable	Home values ave. Stable at a rate of 0.000	Environmental Issues: Unknown	Owner Occupied %: 00.00%	Pride of Ownership: Fair			
Competing Listings: 17	Value Range: \$79,000-\$599,000	Supply: Stable	Demand: Stable	Predominant Buyer: Owner Occupied	# of border or blocked up houses: 0	Approximate # of comps in neighborhood for sale: 1			
Outside of Market Factors, is there a risk of loss in Value? No		Risk of loss in Value Comments:		Investor or Flip activity in the neighborhood? Yes					
REPAIR DETAILS									
Repairs Totals: \$	Repairs Recommended: No	Days to Complete: 10/10	Repair Problem: Yes		Are Emergency repairs needed? No		Emergency repairs description:		
Are repairs required for financing? Yes	Degree of Repairs Needed: None		Are there any Hazards? Fire    Flood    Deterioration    Other		Hazard Other Description:				
If repairs are completed, are costs likely to be recouped in sales price? Neutral		Is the subject property currently eligible for financing? No		Will minor repairs allow the subject property to be financed? Yes		Will repairs enhance the marketability of the subject property? Neutral		Is the property of average marketable condition for the neighborhood? Yes	
EXTERIOR									
REPAIR TYPE							AMOUNT		
Painting							\$		
Foundation							\$		
Landscaping							\$		
Roof							\$		
Windows							\$		
Other							\$		
Pool							\$		
Cleaning/Trash Removal							\$		
COMPARABLE INFORMATION									
Property Info	Subject	Sold Comp 1	Sold Comp 2	Sold Comp 3	Listed Comp 1	Listed Comp 2	Listed Comp 3		
Address:	369-2 PHILBROOK RD	185 Steele Hill Rd	22 Threshing Mill Rd	3 Mount St	9 Hill Rd	167 Weeks Rd	763 Sashorn Rd		
Address:									
City:	SANBORNTON	Sanbornton	Sanbornton	Tilton	Tilton	Sanbornton	Sanbornton		
County:	Belknap	Belknap	Belknap	Belknap	Belknap	Belknap	Belknap		
State:	NH	NH	NH	NH	NH	NH	NH		
Zip:	03269	03269	03226	03276	03276	03269	03269		
Proximity:	2.78	4.49	4.24	0.45	6.03	3.55			
Current List Price:	\$	\$150,900	\$197,900	\$189,000	\$143,000	\$199,900	\$179,900		
Original List Price:	\$	\$150,900	\$189,000	\$189,000	\$150,000	\$199,900	\$179,900		
Sale Price:	\$	\$150,000	\$207,900	\$184,500					
Sale Date:	05/10/2017	07/25/2017	05/31/2017						
Sale Type:	REQ	FMV	FMV	FMV	FMV	FMV	FMV		
Concessions:	\$	\$	\$	\$	\$	\$	\$		
DOM:	0	107	75	94	218	31	39		
Cumulative DOM:	0	0	0	0	0	0	0		
NumUnits:	1	1	1	1	1	1	1		
Property Type:	SFD	SFD	SFD	SFD	SFD	SFD	SFD		
Property Style:	Ranch/Rambler	Ranch/Rambler	Ranch/Rambler	Ranch/Rambler	Ranch/Rambler	Ranch/Rambler	Ranch/Rambler		
Construction:	Frame	Frame	Frame	Frame	Frame	Frame	Frame		
Condition:	Good	Good	Good	Good	Good	Good	Good		
Year Built:	1970	1950	1974	1978	1955	1985	1987		
View:	None	None	Neighborhood	Neighborhood	None	Neighborhood	Neighborhood		
Lot Size (in acres):	0.90	1.02	1.91	0.50	0.21	3.75	6.00		

<b>Sold Comp 1 Comments:</b> Less living area, 3 more bed rooms, 1 less garage space. This home is also 20 years older than the subject.							
<b>Sold Comp 2 Comments:</b> This home has a little less living area with one more bed room listed on the MLS. This home has 1 more garage space. The offer or sellers concession on this home was \$10,000 more than the list price.							
<b>Sold Comp 3 Comments:</b> This home is most like the subject on most of the features listed on the MLS, it does have one more bed room. The home is 8 years newer than the subject.							
<b>Listed Comp 1 Comments:</b> Same size living area, less garage space. This home is in need of love but with the right person you can make this 3 bedroom home your.							
<b>Listed Comp 2 Comments:</b> Same size living area, one more garage space, with more land mass. The home is 15 years old younger which makes this							
<b>Listed Comp 3 Comments:</b> Less living space, with much more land mass. This home is also 17 years newer than the subject which makes this superior in condition.							
<b>BROKEN COMMENTS</b>							
<b>Subject Comments:</b> The home is in damaged condition from the exterior view with several broken and boarded windows seen from 3 sides. There is a pool and some trash in the yard with bushes startlingly overgrown the driveway as home does not look like its been used in years. Above are the listing and sold comp comments from the MLS which best describe the condition of the property as they are the best descriptor of the comps used in this report.							
<b>Neighborhood Comments:</b> Rural, wooded, with some SF residence in the area. The location is 10 minutes to all amenities in the area. The street is paved and publically maintained. Not many homes on the market at this time, and not many REO's.							
<b>Condition/Repair:</b> Home has broken windows and repairs that are needed from the driveway view. The value that is set will be based on the property in average condition on the interior, however from what I can see the estimated 8-10 thousand dollars.							
<b>PRICE OPINION</b>							
<b>Typical Market Time:</b> 61-120	<b>Quick Sale Price:</b> \$129,000	<b>As Is Sale Price:</b> \$159,000	<b>As Is List Price:</b> \$165,000	<b>Repair Estimate:</b> \$	<b>Quick Sale Repaired Price:</b> \$129,000	<b>Repaired Sale Price:</b> \$159,000	<b>Repaired List Price:</b> \$165,000
<b>Pricing Strategy</b>							
Hard to tell the condition of this home with the damage from the exterior. The damage was discovered by me walking up to the property to gain the photos needed for this report and getting a close up view.							
<b>QC Review</b>							
The subject is a 2 bed 2 bath property with 1600 SF of GLA. The subject was built in 1970. The photos provided by the agent show the home to be in below average condition with signs of deferred maintenance or needed repairs. The reviewer agrees with the agent's As-Is value of \$159,000. The BPO sales and listings are considered the best indicators of the price for the subject.							
<b>Broker's Signature</b>							
 Sherman Ross Broker				04/13/2018  Date			
<b>Broker Address</b>		366 Lake St, Bristol, NH 03222		<b>Broker Fax</b>		<b>Broker Email</b>	

By completing this report, the Broker certifies that they have completed a site inspection of the subject property and that subject photos were taken at the time of inspection.

**DISCLOSURE:** This is a comparative market analysis, not an appraisal, and should not be used for lending purposes. Therefore, it is not intended to be an appraisal of the market value of the property and as such does not comply with USPAP standards. If an appraisal is desired, the services of a licensed or certified appraiser should be obtained.

This opinion is not an appraisal of the market value of the property, and may not be used in lieu of an appraisal. If an appraisal is desired, the services of a licensed or certified appraiser shall be obtained. This opinion may not be used by any party as the primary basis to determine the value of a parcel of or interest in real property for a mortgage loan origination, including first and second mortgages, refinances, or equity lines of credit.

Agent Comments	
Listings1, Listing2, Listing3, Sale2 and Sale3 Lot size variance is + or - 20% of the subject lot size. Please explain.	The properties used in this report are the best for this rural location for this timeframe

Inspection Date: 04/15/2018 Address: 369-2 PHILBROOK RD., SANBORNTON, NJ 03269 Order Number: 4845312  
Subject Photos



Subject Front



Subject Front Side 1



Subject Front Side 2



Subject Street Scene 1



Subject Street Scene 2



Subject Address Verification

Inspection Date: 04/13/2018 Address: 1369-3 PHILBROOK RD., SANBORTON, NH 03089 Order Number: 18-15312  
Subject Photos

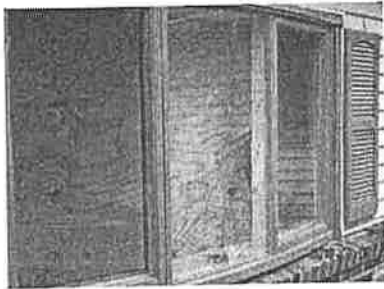


Subject Street Sign



Subject Other

Description: damage



Subject Other

Description: damage

Inspection Date: 04/13/2018 Address: 1309 -2 PHILBROOK RD., SANBORTON, NH 03569  
Comp Photos

Order Numbers: 1845312



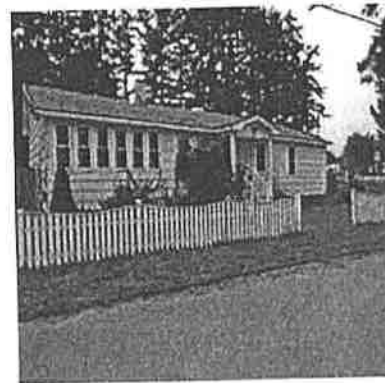
Sold Comp 1



Sold Comp 2



Sold Comp 3



Listing Comp 1



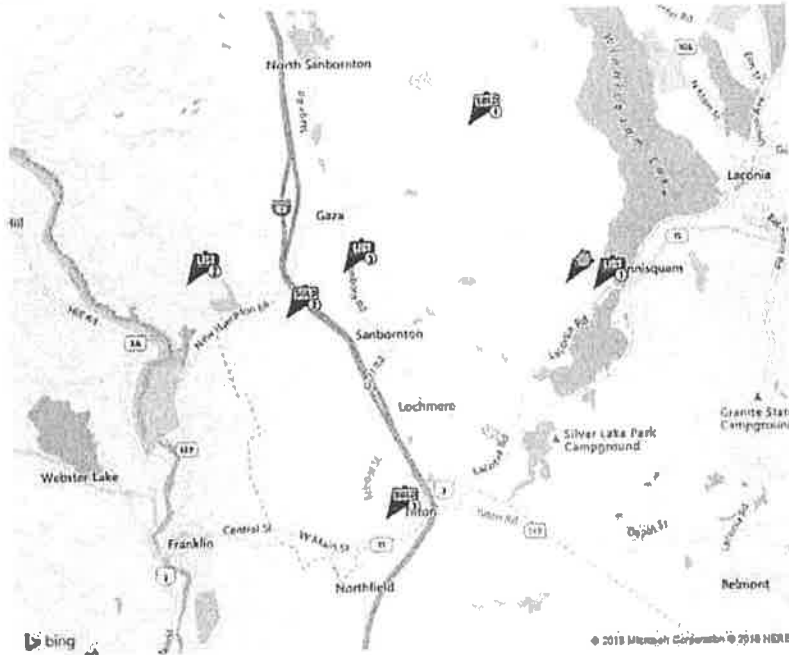
Listing Comp 2










Listing Comp 3

Inspection Date: 4/13/2018 Address: 369-2 PHILBROOK RD, SANBORNTON, NH 03269 Order Number: 4845318

Map



	Subject	0.00 Miles	369 -2 PHILBROOK RD,SANBORNTON,NH 03269
	Listing 1	0.45 Miles	9 Hill Rd , Tilton, NH 03276
	Listing 2	6.03 Miles	167 Weeks Rd , Sanbornton, NH 03269
	Listing 3	3.55 Miles	763 Sandorn Rd , Sanbornton, NH 03269
	Sale 1	2.98 Miles	185 Steele Hill Rd , Sanbornton, NH 03269
	Sale 2	4.49 Miles	22 Threshing Mill Rd , Sanbornton, NH 03226
	Sale 3	4.74 Miles	3 Moore St , Tilton, NH 03276

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re:

## AFFIDAVIT OF SERVICE

RESIDENTIAL CAPITAL, LLC, et al.

Chapter 11  
Case No. 12-12020 (MG)

Debtors.

(Jointly Administered)

Case No. 12-12032

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF NASSAU )

Christina Valenzuela, being duly sworn, deposes and says:

Deponent is not a party to the action, is over 18 years of age and resides in the State of New York.

That on March 6, 2019, deponent served the annexed **NOTICE OF MOTION FOR RELIEF FROM STAY AND SUPPORTING PAPERS, and PROPOSED ORDER VACATING AUTOMATIC STAY** on the following parties listed on the Special Service List attached hereto as Exhibit A and via Electronic Case Filing on all parties listed on the General Service List attached here to as Exhibit B.

Christina Valenzuela

Sworn to before me on this  
6<sup>th</sup> day of March, 2019

NOTARY PUBLIC

MARY MARSH  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01MA6120260  
Qualified in Nassau County  
My Commission Expires December 20, 2020

EXHIBIT “A”

Residential Capital, LLC, et al.  
Case No. 12-12020 (MG)  
Special Service List

NAME	NOTICE NAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP
Citibank NA	Attn Bobbie Theivakumaran	390 Greenwich St 6th Fl		New York	NY	10013
Deutsche Bank Trust Company Americas	c/o Kelvin Vargas	25 De Forest Ave		Summit	NJ	07901
Fannie Mae	Attn Peter McGonigle	1835 Market St Ste 2300		Philadelphia	PA	19103
Internal Revenue Service	Centralized Insolvency Operation	PO Box 7346		Philadelphia	PA	19101-7346
Internal Revenue Service	Centralized Insolvency Operation	2970 Market St		Philadelphia	PA	19104
Internal Revenue Service	Insolvency Section	31 Hopkins Plz Rm 1150		Baltimore	MD	21201
Kelley Drye & Warren LLP	James S Carr & Eric R Wilson	101 Park Ave		New York	NY	10178
Kirkland & Ellis	Richard M Cieri	601 Lexington Ave		New York	NY	10022
Kirkland & Ellis LLP	Attn Ray C Schrock & Stephen E Hessler	601 Lexington Ave		New York	NY	10022-4614
Kramer Levin Naitali & Frankel LLP	Kenneth H Eckslein, Thomas Moers Mayer & Douglas H Marnall	1177 Avenue of the Americas		New York	NY	10036
Morrison & Foerster LLP	Attn Tammy Hamzehpour	1250 Avenue of the Americas		New York	NY	10104
Morrison & Foerster LLP	Larren M Nashelsky, Gary S Lee & Lorenzo Marinuzzi	1250 Avenue of the Americas		New York	NY	10104
Nationalstar Mortgage LLC	Attn: General Counsel	350 Highland Drive		Lewisville	TX	75067
Office of the NY State Attorney General	Nancy Lord & Neal Mann	The Capitol		Albany	NY	12224-0344
Office of the US Attorney for the Southern District of NY	United States Attorney Preet Bharara	One St Andrews Plaza		New York	NY	10007
Securities & Exchange Commission	Secretary of the Treasury	100 F S NE		Washington	DC	20549
Regional Office	George S Canellos Regional Director	3 World Financial Center Ste 400		New York	NY	10261-1025
Sidley Austin LLP	Larry J Nyhan & Jessica CK Boeller	One Dearborn		Chicago	IL	60603
Skadden Arps Slate Meagher & Flom LLP	Jonathan H. Hofer	Four Times Square		New York	NY	10036
Skadden Arps Slate Meagher & Flom LLP	Sarah M Ward	Four Times Square		New York	NY	10036
Skadden Arps Slate Meagher & Flom LLP	Ken Ziman	Four Times Square		New York	NY	10036
Skadden Arps Slate Meagher & Flom LLP	Suzanne D T Lovett	Four Times Square		New York	NY	10036
The Bank of New York Mellon	Asset-Backed Securities Group	101 Barclay St 4W		New York	NY	10286
U.S. Bank National Association	Attn: George Rayzis	50 South 16 th Street	Suite 2000	Philadelphia	PA	19102
U.S. Bank National Association	Attn: Irina Palchuk	60 Livingston Avenue	EP-MN-WS1D	St. Paul	MN	55107
U.S. Department of Justice	US Attorney General, Eric H. Holder, Jr.	950 Pennsylvania Ave NW		Washington	DC	20530-0001
United States Attorney's Office for the Southern District of New York civil Division	Attn Joseph Cordaro	85 Chambers St 3rd Fl		New York	NY	10007

Special Service List Pg 2 of 3

Residential Capital, LLC, et al.  
Case No. 12-12020 (MG)  
Special Service List

NAME	NOTICE NAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP
US Trustee for the Southern District of NY	Tracy Hope Davis, Linda A. Rifkin and Brian S. Masumoto	33 Whitehall St 21st Fl, Region 2		New York	NY	10004
Wells Fargo Bank NA	Alin Corporate Trust Services - GMACM Home Equity Notes 2004 Variable Funding Trust	PO Box 98		Columbia	MD	21046

EXHIBIT “B”

Residential Capital, LLC, et al.  
Case No. 12-12020 (MG)  
General Service List

NAME	NOTICE NAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
AIG Assoc Management US LLC	Attn Russell Lipman	80 Pine St		New York	NY	10038	
Allstate Life Insurance Company	Attn Peter A McElvain	3075 Sanders Rd Ste G5A		Northbrook	IL	60062	
Ally Bank	Tom Houghton	440 S Church St	# 1100	Charlotte	NC	28202	
Ally Financial Inc	Jeffrey Brown Corporate Treasurer	440 S Church St	# 1100	Charlotte	NC	28202	
Alston & Bird LLP	John C Weitnauer Esq	One Atlantic Center	1201 West Peachtree St	Atlanta	GA	30308-3424	
Alston & Bird LLP	Martin G Bunin Esq & William Hao Esq	80 Park Ave		New York	NY	10016	
Alston & Bird LLP	William B Macurda	Bank of America Plaza Ste 4000	101 S Tryon St	Charlotte	NC	28260-4000	
Assistant Attorney General	John Mark Stern bankruptcy & Collections Division	PO Box 12548		Austin	TX	78711-2548	
Bank of New York Mellon	Sarah Stout & Jennifer J Provenzano	525 William Penn Place		Pittsburgh	PA	15259-0001	
Barclays Bank PLC	Alicia Bony & Patrick Kemer	745 7th Ave 27th Fl		New York	NY	10018	
Barclays Bank PLC	Joe Tricamo & May Wong	1301 Sixth Ave		New York	NY	10018	
Barnes & Thornburg LLP	David M Powden	1000 North West St Ste 1200		Wilmington	DE	19801	
Barr, P Esqance JD NPA & Amit B Eskandari		3122 Pine Tree Dr		Miami Beach	FL	33140	
Bernstein Litowitz Berger & Grossmann LLP	David R Slickney & Jonathan D Uslaner & Matthew P Jubberville	12481 High Bluff Dr Ste 300		San Diego	CA	92130	
Bernstein Litowitz Berger & Grossmann LLP	Jal K Chandrasekhar	1285 Avenue of the Americas		New York	NY	10019	
BMMZ Holding LLC	c/o Ally Financial Inc, Attn Courtney Lowman	200 Renaissance Center	Mail Code 482-B12-B866	Detroit	MI	48285-2000	
Brian Kasher, et al	c/o Wallers Bender Strobbeln & Vaughan, P.C.	2500 City Center Square, 1100 Main, Suite 2500		Kansas City	MO	64105	
Cadwalader Wickersham & Taft LLP	Gregory M Patrick & Ingrid Babby	One World Financial Center		New York	NY	10281	
Cadwalader Wickersham & Taft LLP	Mark C Ellenberg Esq	700 Sixth St NW		Washington	DC	20001	
Cohen Milstein Sellers & Toll PLLC	Joel P Leitman, Christopher Lomard, Michael B Eisenkraft, Daniel B Rehrs & Kenneth M Rehrs	88 Pine St 14th Fl		New York	NY	10005	
Cola Scholz Meisel Forman & Leonard PA	Michael D Warner & Emily S Chou	301 Commerce St Ste 1700		Fort Worth	TX	76102	
Commonwealth of Pennsylvania, Department of Labor and Industry	Joseph Kots	Reading Bankruptcy & Compliance Unit	625 Cherry St Rm 203	Reading	PA	19602-1152	
Crowe & Dunlevy PC	William H Hoch	20 N Broadway Ave., Ste. 1800		Oklahoma City	OK	73102	
Curtis Malloy-Prevost Colt & Mosie LLP	Maryann Gallagher Esq	101 Park Ave		New York	NY	10178-0081	
Curtis Malloy-Prevost Colt & Mosie LLP	Michael A Cohen Esq	101 Park Ave		New York	NY	10178-0081	
Curtis Malloy-Prevost Colt & Mosie LLP	Steven J Reisman Esq	521 Fifth Ave 17th Fl		New York	NY	10175	
David P Sitch Esq	Glenn E Siegal, Hector Gonzalez, Brian E Greer & Mauricio A Espana	1085 Avenue of the Americas Corporate Trust Department	1761 E. St Andrew Place	New York	NY	10036-6787	
Dechen LLP	Rosa Mendez			Santa Ana	CA	92705-4934	
Deutsche Bank	Attn Brendan Meyer	Harborside Financial Center	100 Plaza One MS- JCY03-0688	Jersey City	NJ	07311-3901	

Residential Capital, LLC, et al.  
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NAME	NOTICE NAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Diem T Nguyen		16476 Beach Blvd No 331		Westminster	CA	92683	
Quane Morris LLP	Gerald S Colaninello Esq & James J Blincoquerra Esq	1540 Broadway		New York	NY	10038	
Fannie Mae	Catherine Lasher	1850 East Paces Ferry Road	Suite 1900	Atlanta	GA	30328	
Fein Such & Crane LLP	Mark K Broyles Esq	28 East Main St Ste 1800		Rochester	NY	14614	
FIDC	Dennis J Early	Counsel - Legal Division	3501 Fairfax Dr Rm VS-D-7076	Arlington	VA	22228-3500	
Financial Guaranty Insurance Company	Attn John Dubel	125 Park Ave		New York	NY	10017	
Foley & Mansfield PLLP	Thomas J Lallier	250 Marquette Ave Ste 1200		Minneapolis	MN	55401	
Freddie Mac	Kenton W Hambrick Associate General Counsel	M/S202		McLean	VA	22102	
Freeborn & Peters LLP	Devon J Eggert Esq	311 S Wacker Dr Ste 3000	8200 Jones Branch Dr	Chicago	IL	60608-6877	
Freeborn & Peters LLP	Thomas R Fawkes Esq	311 S Wacker Dr Ste 3000		Chicago	IL	60608-6877	
Gibbons PC	Attn Jeffrey S Berkowitz Esq	One Pennsylvania Plaza 37th Fl		New York	NY	10119-3701	
Gibbons PC	Attn Karen A Giannelli Esq	One Gateway Center 8th Fl		Newark	NJ	07102-5310	
Gibbs & Bruns LLP	Kathy D Patrick Esq & Scott A Humphries Esq	1100 Louisiana Ste 5300		Houston	TX	77002	
Gibbs & Bruns, L.L.P.	Kathy D. Patrick	1100 Louisiana	Suite 5300	Houston	TX	77002	
Ginnie Mae	Ted Tozer	550 12 St SW	3rd Floor	Washington	DC	20024	
Grant & Eisenhofer PA	Geoffrey C Jarvis Matthew P Morris & Deborah A Elman	485 Lexington Ave 28th Fl		New York	NY	10017	
HP Enterprise Services LLC	Ayale Hassell Esq	5400 Legacy Dr		Piano	TX	75024	
IBM Corporation	Attn Shawn Konig	1360 Rene Levesque W Ste 400		Montreal	QC	H3G 2W8	Canada
Jones Day	Carla E Black	901 Lakeside Ave		Cleveland	OH	44114	
Jones Day	Corinne Ball, Richard L Wynne & Lance E Miller	222 East 41st Street		New York	NY	10017	
Karowitz, Benson, Torres & Friedman LLP	Andrew K Glenn, Matthew B Stein, Daniel A Filman & Nir Amer Amamoo	1633 Broadway		New York	NY	10019	
Kipatrick & Associates PC	Richard I Kipatrick	1903 North Opdyke Rd Ste C		Auburn Hills	MI	48326	
King & Spalding LLP	W. Austin Jowers & Paul K. Ferdinands & Thaddeus D. Wilson	1180 Peachtree Street N.E.		Atlanta	GA	30309	
Kleinfeld & Wolfers LLP	Attn Tracy L Kleinfeld & Joseph C Comeau	570 Seventh Ave 17th Fl		New York	NY	10018	
Kurtzman Carson Consultants	Allison M. Teamen Schepfer	Two Union Square Suite 4285		Seattle	WA	98101	
Law Offices of Christopher Green	Christopher E. Green		801 Union Street	Dallas	TX	75205	
Law Offices of Robert E Luna PC	Andrea Shohan	4411 N Central Expressway		Dallas	TX	75205	
Linebarger Goggan Blair & Sampson LLP	Diana W Sanders	Po Box 17428		Austin	TX	78780	
Linebarger Goggan Blair & Sampson LLP	Elizabeth Weiler	2323 Bryan St Ste 1600		Dallas	TX	75201	

Residential Capital, LLC, et al.  
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General Service List

NAME	NOTICE NAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Lineberger Goggin Blair & Sampson LLP	John P. Dillman Esq.	PO Box 3084		Houston	TX	77253-3084	
Lowenstein Sandler PC	Andrew Behlmann	1251 Avenue of the Americas 18th Fl		New York	NY	10020	
Lowenstein Sandler PC	Andrew Behlmann	65 Livingston Ave		Roseland	NJ	07068	
Lowenstein Sandler PC	Michael S. Elkin & Ira M. Levee	1251 Avenue of the Americas 18th Fl		New York	NY	10020	
Lowenstein Sandler PC	Michael S. Elkin & Ira M. Levee	65 Livingston Ave		Roseland	NJ	07068	
M&TCC	Susan D. Proffant & Ken Burton Jr	1 M&T Plaza, 7th Floor		Buffalo	NY	14203	
Mannace County Tax Collector	Donald T. Prather	4333 US 301 North		Ellenton	FL	34222	
Marble, Riggs & Prather PSC	Attn Mitchell Sonkin	500 Main St Ste 5		Shelbyville	KY	40065	
MBIA Insurance Corporation	Attn: Paul D. Moak	113 King St		Ammonk	NY	10504	
McKool Smith PC	Michael R. Carney	800 Travis St, Suite 7000		Houston	TX	77002	
McKool Smith PC	Paul D. Moak	One Bryant Park 47th Fl		New York	NY	10036	
		800 Travis St, Suite 7000		Houston	TX	77002	
Morgan Lewis & Bockius LLP	James L. Garmy Jr	101 Park Ave		New York	NY	10178-0600	
Morgan Lewis & Bockius LLP	Michael S. Kraut	101 Park Ave		New York	NY	10178-0600	
Morgan Lewis & Bockius LLP	Patrick D. Fleming	101 Park Ave		New York	NY	10178-0600	
Monit Hock & Hamroff LLP	Leslie Ann Berkoff	400 Garden City Plaza		Garden City	NY	11530	
Morrison Cohen LLP	Joseph T. Moldovan Esq.	909 Third Ave		New York	NY	10022	
Munger Tolles & Olson LLP	Seth Goldman	355 S Grand Ave		Los Angeles	CA	90071	
Munger Tolles & Olson LLP	Thomas B. Walper	355 S Grand Ave		Los Angeles	CA	90071	
Office of Attorney General	Carol E. Morjian	21 S. 12th Street 3rd Floor		Philadelphia	PA	19107-3803	
Patterson Belknap Webb & Tyler LLP	David W. Dykhouse & Brian P. Guiney	1133 Avenue of the Americas		New York	NY	10036-6710	
Paul N. Papaz II	MyLegalhelpusa.com	4727 E Bell Rd Ste 45-350		Phoenix	AZ	85032	

Residential Capital, LLC, et al  
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General Service List

NAME	NOTICE NAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Perdue Brandon Fielder Collins & Mott LLP Pillsbury Winthrop Shaw Pittman LLP	c/o Elizabeth Banda Calvo Alfonso N Damonte Esq	PO Box 13430 50 Fremont St	PO Box 7880	Adington San Francisco	TX CA	76084-0430 94120-7880	
Polsinelli Shughart PC	Daniel J Flanagan & Jason A Nagl	805 Third Ave Ste 2020		New York	NY	10022	
Proskauer Rose LLP	Irena M Goldstein	Eleven Times Square		New York	NY	10038	
Proskauer Rose LLP	Scott K Rubsky & Jared D Zajac	Eleven Times Square		New York	NY	10036	
Quinn Emanuel Urquhart & Sullivan LLP	Daniel L Brockett & David D Burnett	51 Madison Ave 22nd Fl		New York	NY	10010	
Quinn Emanuel Urquhart & Sullivan LLP	Susteel Kipalani & Scott C Shelley	51 Madison Ave 22nd Fl		New York	NY	10010	
Reilly Pozner LLP	Michael A Rollin	1900 16th St Ste 1700		Denver	CO	80202	
Robbins Geller Rudman & Dowd LLP	Christopher M Wood	One Montgomery Street Ste 1800	Post Montgomery Center	San Francisco	CA	94104	
Robbins Geller Rudman & Dowd LLP	Steven W Peplich	855 West Broadway Ste 1900		San Diego	CA	92101	
Ropes & Gray LLP	O Ross Martin Esq & Keith H Wolford Esq	1211 Avenue of the Americas		New York	NY	10036-8704	
Ropes & Gray LLP	D. Ross Martin	Prudential Tower	800 Boylston Street	Boston	MA	02199	
Rowan L Oronimo as Representative for the Plaintiffs Brian Kessler et al	O Carol Sassar Esq	3725 N Indiana		Kansas City	MO	64117	
Samuel I White PC	Donna J Hall Esq	5040 Corporate Woods Dr Ste 120		Virginia Beach	VA	23462	
Samuel I White PC	Joel R Gluckman Esq	1100 Valley Brook Ave	PO Box 780	Lyndhurst	NJ	07071-0790	
Schindler & Hollenbeck LLC	Barry Bressler & Richard A Barkasy	1600 Market St Ste 3600		Philadelphia	PA	19103-7286	
Schnader Harrison Segal & Lewis LLP	Benjamin P Deutsch Esq	140 Broadway Ste 3100		New York	NY	10005-1101	

Residential Capital, LLC, et al  
Case No. 12-12020 (MG)  
General Service List

NAME	NOTICE NAME	ADDRESS1	ADDRESS2	CITY	STATE	ZIP	COUNTRY
Secretary of State		123 William St		New York	NY	10038-3804	
Secretary of State, Division of Corporations	99 Washington Ave Ste 600	One Commerce Plz		Albany	NY	12231-0001	
Seward & Kissell LLP	Greg S Bateman	One Battery Park Plaza		New York	NY	10004	
Seward & Kissell LLP	Ronald L Cohen & Kathryn Das	One Battery Park Plaza		New York	NY	10004	
Shapiro Blasi Wasserman & Gora PA	Joel M Shafferman Esq	285 Madison Ave Ste 502		New York	NY	10017	
Shapiro Blasi Wasserman & Gora PA	Thomas A Conrad Esq	7000 Glades Rd Ste 400		Boca Raton	FL	33434	
Strauman & Sterling LLP	Frederic Szeniek & Susan A Fennussey	599 Lexington Ave		New York	NY	10022	
Sinason Morrison Hecker LLP	Andrew W. Muller	1201 Walnut, Ste. 2809		Kansas City	MO	64105	
Sullivan Hazeltine Allinson LLC	William A Hazeltine Esq	901 N Market St Ste 1300		Wilmington	DE	19801	
Talbot Franklin P.C.	Attn: Talbot J. Franklin	208 N. Market Street, Suite 200		Dallas	TX	75202	
TCF National Bank	Janella J Miller Senior Vice President & Senior Counsel	200 Lake St		Weyzata	MN	55391	
The Bank of New York Mellon	Attn Robert H Major Vice President	6525 West Campus Oval		New Albany	OH	43054	
The Canada Trust Company	Susan Khakhria	79 Wellington Street, West, 8th Floor	PO Box 1, Toronto-Dominion Centre	Toronto	ON	M5K 1A2	Canada
U.S. Bank National Association	Attn: Marita K Scott	180 S. LaSalle Street		Chicago	IL	60603	
U.S. Bank National Association	Michelle Moeller	60 Livingston Ave.		St Paul	MN	55107	
U.S. Bank National Association	Tanver Ashraf, Corporate Trust Services	West Side Flats, EP-MW-WS3D		St Paul	MN	55107	
U.S. Department of Justice	Attn: Glenn D. Giulietto	Civil Division	1100 L Street NW, Room 1001B	Washington	DC	20005	
Walters Bander Strohman & Vaughan PC	J Michael Vaughan & David M Skegns	2500 City Center Square		Kansas City	MO	64105	
Wells Fargo Bank, N.A.	Kelly Rantz	Corporate Trust Services		Columbia	MD	21045	
Wells Fargo Law Department	Kristi Garcia Esq Senior Counsel	MAC T7405-010		San Antonio	TX	78251	
Wendy Wilson Nora		210 Second St NE		Minneapolis	MN	55413	
White & Case LLP	Attn: Gerard Uzzl	1155 Avenue of the Americas		New York	NY	10036-2787	
Wilmington Trust	Jennifer Williams	1100 N. Market St		Wilmington	DE	19801	
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Residential Capital, LLC, et al.  
Case No. 12-12020 (MG)  
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